

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

PROPOSAL

DATE AND TIME OF BID OPENING: **NOVEMBER 19, 2019 AT 2:00 PM**

CONTRACT ID C204360
WBS 32574.3.8

FEDERAL-AID NO. APD-0069(007)

COUNTY CLAY

T.I.P. NO. A-0011C

MILES 3.801

ROUTE NO. NC 69

LOCATION NC-69 FROM THE GEORGIA STATE LINE TO US-64 (HAYESVILLE BYPASS).

TYPE OF WORK GRADING, DRAINAGE, PAVING, SIGNALS, AND CULVERTS.

NOTICE:

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

BIDS WILL BE RECEIVED AS SHOWN BELOW:

THIS IS A ROADWAY & CULVERT PROPOSAL

5% BID BOND OR BID DEPOSIT REQUIRED

**PROPOSAL FOR THE CONSTRUCTION OF
CONTRACT No. C204360 IN CLAY 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. **C204360** 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 2018 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. **C204360** in **Clay 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 2018* with all amendments and supplements thereto, is by reference incorporated into and made a part of this contract; that, except as herein modified, all the construction and work included in this contract is to be done in accordance with the specifications contained in said volume, and amendments and supplements thereto, under the direction of the Engineer.

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

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

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

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



State Contract Officer

DocuSigned by:

Ronald E. Davenport, Jr.

10/21/2019

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

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

108

SP1 G07 A

The date of availability for **Clearing Operations related to** this contract is **January 6, 2020**, except that work in jurisdictional waters and wetlands shall not begin until a meeting between the DOT, Regulatory Agencies, and the Contractor is held as stipulated in the permits contained elsewhere in this proposal. This delay in availability has been considered in determining the contract time for this project. **The date of availability for the remainder of this contract is June 3, 2020.**

The completion date for this contract is **March 13, 2024.**

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

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

INTERMEDIATE CONTRACT TIME NUMBER 1 AND LIQUIDATED DAMAGES:

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

108

SP1 G13 A

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

The dates of availability for this intermediate contract time are **January 6, 2020 (for Clearing Operations) and June 3, 2020 (for the remainder of this contract).**

The completion date for this intermediate contract time is **September 15, 2023.**

The liquidated damages for this intermediate contract time are **Three Thousand Dollars (\$ 3,000.00)** per calendar day.

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

INTERMEDIATE CONTRACT TIME NUMBER 2 AND LIQUIDATED DAMAGES:

(2-20-07)

108

SP1 G14 A

The Contractor shall complete the required work of installing, maintaining, and removing the traffic control devices for lane closures and restoring traffic to the existing traffic pattern. The Contractor shall not close or narrow a lane of traffic on **NC-69 and/or US-64** during the following time restrictions:

DAY AND TIME RESTRICTIONS

Monday thru Sunday
7:00 A.M. to 9:00 A.M.
3:00 P.M. to 5:00 P.M.

In addition, the Contractor shall not close or narrow a lane of traffic on **NC-69 and/or US-64**, detain and/or alter the traffic flow on or during holidays, holiday weekends, special events, or any other time when traffic is unusually heavy, including the following schedules:

HOLIDAY AND HOLIDAY WEEKEND LANE CLOSURE RESTRICTIONS

1. For **unexpected occurrence** that creates unusually high traffic volumes, as directed by the Engineer.
2. For **New Year's Day**, between the hours of **6:00 A.M.** December 31st and **6:00 P.M.** January 2nd. If New Year's Day is on a Friday, Saturday, Sunday or Monday, then until **6:00 P.M.** the following Tuesday.
3. For **Easter**, between the hours of **6:00 A.M.** Thursday and **6:00 P.M.** Monday.
4. For **Memorial Day**, between the hours of **6:00 A.M.** Friday and **6:00 P.M.** Tuesday.
5. For **Independence Day**, between the hours of **6:00 A.M.** the day before Independence Day and **6:00 P.M.** the day after Independence Day.

If **Independence Day** is on a Friday, Saturday, Sunday or Monday, then between the hours of **6:00 A.M.** the Thursday before Independence Day and **6:00 P.M.** the Tuesday after Independence Day.
6. For **Labor Day**, between the hours of **6:00 A.M.** Friday and **6:00 P.M.** Tuesday.
7. For **Thanksgiving**, between the hours of **6:00 A.M.** Tuesday and **6:00 P.M.** Monday.
8. For **Christmas**, between the hours of **6:00 A.M.** the Friday before the week of Christmas Day and **6:00 P.M.** the following Tuesday after the week of Christmas Day.

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

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

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

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

INTERMEDIATE CONTRACT TIME NUMBER 3 AND LIQUIDATED DAMAGES:

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

108

SP1 G14 E

The Contractor shall complete the required work of installing, maintaining and removing the traffic control devices for road closures and restoring traffic to the existing traffic pattern. The Contractor shall not close **NC-69** during the following time restrictions:

DAY AND TIME RESTRICTIONS

Monday thru Sunday

12:00 A.M. to 10:00 A.M. and 2:00 P.M. to 12:00 A.M.

The maximum allowable time for **blasting operations** is **fifteen (15)** minutes for **NC-69**. The Contractor shall reopen the travel lanes to traffic until any resulting traffic queue is depleted.

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

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

The liquidated damages are **One Thousand Dollars (\$ 1,000.00)** per fifteen (15) minute time period.

INTERMEDIATE CONTRACT TIME NUMBER 4 AND LIQUIDATED DAMAGES:

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

108

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

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

The completion date for this intermediate contract time is the date which is **fourteen (14)** consecutive calendar days after and including the date the Contractor begins this work.

The liquidated damages are **Two Thousand Dollars (\$ 2,000.00)** per calendar day.

INTERMEDIATE CONTRACT TIME NUMBER 5 AND LIQUIDATED DAMAGES:

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

108

SP1 G14 H

The Contractor shall complete the work required of **the following Independent Intermediate Contract Times for Phase I, Step #6**, as shown on Sheet **TMP-3A**, and shall place and maintain traffic on same. See **Intermediate Contract Time #6 for -L- NC-69 work required of Phase I, Step #6**.

Independent Intermediate Contract Times:

- Y1- McDonald Road
- Y5- Myers Chapel Road
- Y8- Matheson Cove Road
- Y14- Byers Road
- Y15DET-
- Y15- Cherrywood Drive
- Y18- Waldroup Road
- Y19- Waldroup Road

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

The completion date for **each independent** intermediate contract time is the date which is **fourteen (14)** consecutive calendar days after and including the date the Contractor begins this work.

The liquidated damages for **each Independent Intermediate Contract Time** are **Two Hundred Fifty Dollars (\$ 250.00)** per calendar day.

INTERMEDIATE CONTRACT TIME NUMBER 6 AND LIQUIDATED DAMAGES:

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

108

SP1 G14 H

The Contractor shall complete the work required of **Phase I, Step #6 (for -L- NC-69 only)**, as shown on Sheet **TMP-3A**, and shall place and maintain traffic on same.

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

The completion date for this intermediate contract time is the date which is **fourteen (14)** consecutive calendar days after and including the date the Contractor begins this work.

The liquidated damages are **Two Thousand Dollars (\$ 2,000.00)** per calendar day.

INTERMEDIATE CONTRACT TIME NUMBER 7 AND LIQUIDATED DAMAGES:

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

108

SP1 G14 H

The Contractor shall complete the work required of **the following Independent Intermediate Contract Times for Phase II, Step #5**, as shown on Sheet **TMP-3A**, and shall place and maintain traffic on same.

Independent Intermediate Contract Times:

- Y1- McDonald Road
- Y2- McDonald Road
- Y3- McClure Road
- Y7- Matheson Cove Road
- Y10- Barnard Road
- Y12- Swaims Road
- Y13- Byers Road
- Y17- Cherry Road

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

The completion date for **each independent** intermediate contract time is the date which is **fourteen (14)** consecutive calendar days after and including the date the Contractor begins this work.

The liquidated damages for **each Independent Intermediate Contract Time** are **Two Hundred Fifty Dollars (\$ 250.00)** per calendar day.

PERMANENT VEGETATION ESTABLISHMENT:

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

104

SP1 G16

Establish a permanent stand of the vegetation mixture shown in the contract. During the period between initial vegetation planting and final project acceptance, perform all work necessary to establish permanent vegetation on all erodible areas within the project limits, as well as, in borrow and waste pits. This work shall include erosion control device maintenance and installation, repair seeding and mulching, supplemental seeding and mulching, mowing, and fertilizer topdressing, as directed. All work shall be performed in accordance with the applicable section of the *2018 Standard Specifications*. All work required for initial vegetation planting shall be performed as a part of the work necessary for the completion and acceptance of the Intermediate Contract Time (ICT). Between the time of ICT and Final Project acceptance, or otherwise referred to as the vegetation establishment period, the Department will be responsible for preparing the required National Pollutant Discharge Elimination System (NPDES) inspection records.

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

Payment for *Response for Erosion Control, Seeding and Mulching, Repair Seeding, Supplemental Seeding, Mowing, Fertilizer Topdressing, Silt Excavation, and Stone for Erosion Control* will be made at contract unit prices for the affected items. Work required that is not represented by contract line items will be paid in accordance with Articles 104-7 or 104-3 of the *2018 Standard*

Specifications. No additional compensation will be made for maintenance and removal of temporary erosion control items.

CONSTRUCTION MORATORIUM:

(1-19-16)

SP1 G18C

No tree cutting will be allowed from **April 15** through **October 15** of any year.

DELAY IN RIGHT OF ENTRY:

(7-1-95)

108

SP1 G22 B

The Contractor will not be allowed right of entry to the following parcels prior to the listed dates unless otherwise permitted by the Engineer.

<u>Parcel No.</u>	<u>Property Owner</u>	<u>Date</u>
006	Barry R. McClure	12-2-19
023	J. Harold McClure	12-2-19
030	Phillip Honsinger	12-2-19
032	J. Harold McClure	12-2-19
033	J. Harold McClure	12-2-19
053	Rodney Hal Burch	12-2-19
054	Murphy Medical Inc.	10-1-19
055	Carolina Furniture Outlet	10-1-19
071	Nancy Ledford	10-1-19
072	David West	11-1-19
080	Anna B. Guthrie	10-1-19
084	Michael Jones	10-1-19
088	Fred C. Nienaber	10-1-19
104	Susan S. Fisk	11-1-19
113	UCB N.C. Properties	11-1-19
117	James V. Ledford	11-1-19

MAJOR CONTRACT ITEMS:

(2-19-02)

104

SP1 G28

The following listed items are the major contract items for this contract (see Article 104-5 of the *2018 Standard Specifications*):

Line #	Description
67	Asphalt Concrete Base Course, Type B25.0C
68	Asphalt Concrete Intermediate Course, Type I19.0C

SPECIALTY ITEMS:

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

108-6

SP1 G37

Items listed below will be the specialty items for this contract (see Article 108-6 of the 2018 Standard Specifications).

Line #	Description
107-115	Guardrail
116-123	Fencing
130-137	Signing
148-151, 156	Long-Life Pavement Markings
157	Permanent Pavement Markers
158-203	Utility Construction
204-236, 238-247	Erosion Control
237	Reforestation
248-265	Signals/ITS System

FUEL PRICE ADJUSTMENT:

(11-15-05) (Rev. 2-18-14)

109-8

SP1 G43

Revise the 2018 Standard Specifications as follows:

Page 1-87, Article 109-8, Fuel Price Adjustments, add the following:

The base index price for DIESEL #2 FUEL is \$ **2.0418** per gallon. Where any of the following are included as pay items in the contract, they will be eligible for fuel price adjustment.

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

Description	Units	Fuel Usage Factor Diesel
Unclassified Excavation	Gal/CY	0.29
Borrow Excavation	Gal/CY	0.29
Class IV Subgrade Stabilization	Gal/Ton	0.55
Aggregate Base Course	Gal/Ton	0.55
Sub-Ballast	Gal/Ton	0.55
Asphalt Concrete Base Course, Type ____	Gal/Ton	2.90
Asphalt Concrete Intermediate Course, Type ____	Gal/Ton	2.90
Asphalt Concrete Surface Course, Type ____	Gal/Ton	2.90
Open-Graded Asphalt Friction Course	Gal/Ton	2.90
Permeable Asphalt Drainage Course, Type ____	Gal/Ton	2.90
Sand Asphalt Surface Course, Type ____	Gal/Ton	2.90
Aggregate for Cement Treated Base Course	Gal/Ton	0.55
Portland Cement for Cement Treated Base Course	Gal/Ton	0.55
__ " Portland Cement Concrete Pavement	Gal/SY	0.245
Concrete Shoulders Adjacent to __ " Pavement	Gal/SY	0.245

SCHEDULE OF ESTIMATED COMPLETION PROGRESS:

(7-15-08) (Rev. 5-13-19)

108-2

SP1 G58

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

<u>Fiscal Year</u>	<u>Progress (% of Dollar Value)</u>
2020	(7/01/19 - 6/30/20) 18% of Total Amount Bid
2021	(7/01/20 - 6/30/21) 32% of Total Amount Bid
2022	(7/01/21 - 6/30/22) 28% of Total Amount Bid
2023	(7/01/22 - 6/30/23) 20% of Total Amount Bid
2024	(7/1/23 - 6/30/24) 2% of Total Amount Bid

The Contractor shall also furnish his own progress schedule in accordance with Article 108-2 of the *2018 Standard Specifications*. Any acceleration of the progress as shown by the Contractor's progress schedule over the progress as shown above shall be subject to the approval of the Engineer.

DISADVANTAGED BUSINESS ENTERPRISE:

(10-16-07)(Rev. 2-19-19)

102-15(J)

SP1 G61

Description

The purpose of this Special Provision is to carry out the U.S. Department of Transportation's policy of ensuring nondiscrimination in the award and administration of contracts financed in whole or in part with Federal funds. This provision is guided by 49 CFR Part 26.

Definitions

Additional DBE Subcontractors - Any DBE submitted at the time of bid that will not be used to meet the DBE goal. No submittal of a Letter of Intent is required.

Committed DBE Subcontractor - Any DBE submitted at the time of bid that is being used to meet the DBE goal by submission of a Letter of Intent. Or any DBE used as a replacement for a previously committed DBE firm.

Contract Goal Requirement - The approved DBE participation at time of award, but not greater than the advertised contract goal.

DBE Goal - A portion of the total contract, expressed as a percentage, that is to be performed by committed DBE subcontractor(s).

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

Goal Confirmation Letter - Written documentation from the Department to the bidder confirming the Contractor's approved, committed DBE participation along with a listing of the committed DBE firms.

Manufacturer - A firm that operates or maintains a factory or establishment that produces on the premises, the materials or supplies obtained by the Contractor.

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

Replacement / Substitution – A full or partial reduction in the amount of work subcontracted to a committed (or an approved substitute) DBE firm.

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

United States Department of Transportation (USDOT) - Federal agency responsible for issuing regulations (49 CFR Part 26) and official guidance for the DBE program.

Forms and Websites Referenced in this Provision

DBE Payment Tracking System - On-line system in which the Contractor enters the payments made to DBE subcontractors who have performed work on the project.
<https://apps.dot.state.nc.us/Vendor/PaymentTracking/>

DBE-IS Subcontractor Payment Information - Form for reporting the payments made to all DBE firms working on the project. This form is for paper bid projects only.
<https://connect.ncdot.gov/business/Turnpike/Documents/Form%20DBE-IS%20Subcontractor%20Payment%20Information.pdf>

RF-1 DBE Replacement Request Form - Form for replacing a committed DBE.
<http://connect.ncdot.gov/projects/construction/Construction%20Forms/DBE%20MBE%20WBE%20Replacement%20Request%20Form.pdf>

SAF Subcontract Approval Form - Form required for approval to sublet the contract.
<http://connect.ncdot.gov/projects/construction/Construction%20Forms/Subcontract%20Approval%20Form%20Rev.%202012.zip>

JC-1 Joint Check Notification Form - Form and procedures for joint check notification. The form acts as a written joint check agreement among the parties providing full and prompt disclosure of the expected use of joint checks.

<http://connect.ncdot.gov/projects/construction/Construction%20Forms/Joint%20Check%20Notification%20Form.pdf>

Letter of Intent - Form signed by the Contractor and the DBE subcontractor, manufacturer or regular dealer that affirms that a portion of said contract is going to be performed by the signed DBE for the estimated amount (based on quantities and unit prices) listed at the time of bid.

<http://connect.ncdot.gov/letting/LetCentral/Letter%20of%20Intent%20to%20Perform%20as%20a%20Subcontractor.pdf>

Listing of DBE Subcontractors Form - Form for entering DBE subcontractors on a project that will meet this DBE goal. This form is for paper bids only.

[http://connect.ncdot.gov/municipalities/Bid%20Proposals%20for%20LGA%20Content/08%20DBE%20Subcontractors%20\(Federal\).docx](http://connect.ncdot.gov/municipalities/Bid%20Proposals%20for%20LGA%20Content/08%20DBE%20Subcontractors%20(Federal).docx)

Subcontractor Quote Comparison Sheet - Spreadsheet for showing all subcontractor quotes in the work areas where DBEs quoted on the project. This sheet is submitted with good faith effort packages.

<http://connect.ncdot.gov/business/SmallBusiness/Documents/DBE%20Subcontractor%20Quote%20Comparison%20Example.xls>

DBE Goal

The following DBE goal for participation by Disadvantaged Business Enterprises is established for this contract:

Disadvantaged Business Enterprises **9.0** %

- (A) *If the DBE goal is more than zero*, the Contractor shall exercise all necessary and reasonable steps to ensure that DBEs participate in at least the percent of the contract as set forth above as the DBE goal.
- (B) *If the DBE goal is zero*, the Contractor shall make an effort to recruit and use DBEs during the performance of the contract. Any DBE participation obtained shall be reported to the Department.

Directory of Transportation Firms (Directory)

Real-time information is available about firms doing business with the Department and firms that are certified through NCUCP in the Directory of Transportation Firms. Only firms identified in the Directory as DBE certified shall be used to meet the DBE goal. The Directory can be found at the following link. [https:// www.ebs.nc.gov/VendorDirectory/default.html](https://www.ebs.nc.gov/VendorDirectory/default.html)

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

Listing of DBE Subcontractors

At the time of bid, bidders shall submit all DBE participation that they anticipate to use during the life of the contract. Only those identified to meet the DBE goal will be considered committed, even though the listing shall include both committed DBE subcontractors and additional DBE subcontractors. Additional DBE subcontractor participation submitted at the time of bid will be used toward the Department's overall race-neutral goal. Only those firms with current DBE certification at the time of bid opening will be acceptable for listing in the bidder's submittal of DBE participation. The Contractor shall indicate the following required information:

(A) Electronic Bids

Bidders shall submit a listing of DBE participation in the appropriate section of the electronic submittal file.

- (1) Submit the names and addresses of DBE firms identified to participate in the contract. If the bidder uses the updated listing of DBE firms shown in the electronic submittal file, the bidder may use the dropdown menu to access the name and address of the DBE firm.
- (2) Submit the contract line numbers of work to be performed by each DBE firm. When no figures or firms are entered, the bidder will be considered to have no DBE participation.
- (3) The bidder shall be responsible for ensuring that the DBE is certified at the time of bid by checking the Directory of Transportation Firms. If the firm is not certified at the time of the bid-letting, that DBE's participation will not count towards achieving the DBE goal.

(B) Paper Bids

- (1) *If the DBE goal is more than zero,*
 - (a) Bidders, at the time the bid proposal is submitted, shall submit a listing of DBE participation, including the names and addresses on *Listing of DBE Subcontractors* contained elsewhere in the contract documents in order for the bid to be considered responsive. Bidders shall indicate the total dollar value of the DBE participation for the contract.
 - (b) If bidders have no DBE participation, they shall indicate this on the *Listing of DBE Subcontractors* by entering the word "None" or the number "0." This form shall be completed in its entirety. **Blank forms will not be deemed to represent zero participation.** Bids submitted that 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 the proposal will be rejected.

- (c) The bidder shall be responsible for ensuring that the DBE is certified at the time of bid by checking the Directory of Transportation Firms. If the firm is not certified at the time of the bid-letting, that DBE's participation will not count towards achieving the corresponding goal.
- (2) *If the DBE goal is zero, entries on the Listing of DBE Subcontractors are not required for the zero goal, however any DBE participation that is achieved during the project shall be reported in accordance with requirements contained elsewhere in the special provision.*

DBE Prime Contractor

When a certified DBE firm bids on a contract that contains a DBE goal, the DBE firm is responsible for meeting the goal or making good faith efforts to meet the goal, just like any other bidder. In most cases, a DBE bidder on a contract will meet the DBE goal by virtue of the work it performs on the contract with its own forces. However, all the work that is performed by the DBE bidder and any other DBE subcontractors will count toward the DBE goal. The DBE bidder shall list itself along with any DBE subcontractors, if any, in order to receive credit toward the DBE goal.

For example, if the DBE goal is 45% and the DBE bidder will only perform 40% of the contract work, the prime will list itself at 40%, and the additional 5% shall be obtained through additional DBE participation with DBE subcontractors or documented through a good faith effort.

DBE prime contractors shall also follow Sections A and B listed under *Listing of DBE Subcontractor* just as a non-DBE bidder would.

Written Documentation – Letter of Intent

The bidder shall submit written documentation for each DBE that will be used to meet the DBE goal of the contract, indicating the bidder's commitment to use the DBE in the contract. This documentation shall be submitted on the Department's form titled *Letter of Intent*.

The documentation shall be received in the office of the State Contractor Utilization Engineer or at DBE@ncdot.gov no later than 10:00 a.m. of the sixth calendar day following opening of bids, unless the sixth day falls on an official state holiday. In that situation, it is due in the office of the State Contractor Utilization Engineer no later than 10:00 a.m. on the next official state business day.

If the bidder fails to submit the Letter of Intent from each committed DBE to be used toward the DBE goal, or if the form is incomplete (i.e. both signatures are not present), the DBE participation will not count toward meeting the DBE goal. If the lack of this participation drops the commitment below the DBE goal, the Contractor shall submit evidence of good faith efforts, completed in its entirety, to the State Contractor Utilization Engineer or DBE@ncdot.gov no later than 10:00 a.m. on the eighth calendar day following opening of bids, unless the eighth day falls on an official state holiday. In that situation, it is due in the office of the State Contractor Utilization Engineer no later than 10:00 a.m. on the next official state business day.

Submission of Good Faith Effort

If the bidder fails to meet or exceed the DBE goal, the apparent lowest responsive bidder shall submit to the Department documentation of adequate good faith efforts made to reach the DBE goal.

A hard copy and an electronic copy of this information shall be received in the office of the State Contractor Utilization Engineer or at DBE@ncdot.gov no later than 10:00 a.m. on the sixth calendar day following opening of bids unless the sixth day falls on an official state holiday. In that situation, it is due in the office of the State Contractor Utilization Engineer no later than 10:00 a.m. on the next official state business day. If the contractor cannot send the information electronically, then one complete set and 5 copies of this information shall be received under the same time constraints above.

Note: Where the information submitted includes repetitious solicitation letters, it will be acceptable to submit a representative letter along with a distribution list of the firms that were solicited. Documentation of DBE quotations shall be a part of the good faith effort submittal. This documentation may include written subcontractor quotations, telephone log notations of verbal quotations, or other types of quotation documentation.

Consideration of Good Faith Effort for Projects with DBE Goals More Than Zero

Adequate good faith efforts mean that the bidder took all necessary and reasonable steps to achieve the goal which, by their scope, intensity, and appropriateness, could reasonably be expected to obtain sufficient DBE participation. Adequate good faith efforts also mean that the bidder actively and aggressively sought DBE participation. Mere *pro forma* efforts are not considered good faith efforts.

The Department will consider the quality, quantity, and intensity of the different kinds of efforts a bidder has made. Listed below are examples of the types of actions a bidder will take in making a good faith effort to meet the goal and are not intended to be exclusive or exhaustive, nor is it intended to be a mandatory checklist.

- (A) Soliciting through all reasonable and available means (e.g. attendance at pre-bid meetings, advertising, written notices, use of verifiable electronic means through the use of the NCDOT Directory of Transportation Firms) the interest of all certified DBEs who have the capability to perform the work of the contract. The bidder must solicit this interest within at least 10 days prior to bid opening to allow the DBEs to respond to the solicitation. Solicitation shall provide the opportunity to DBEs within the Division and surrounding Divisions where the project is located. The bidder must determine with certainty if the DBEs are interested by taking appropriate steps to follow up initial solicitations.

- (B) Selecting portions of the work to be performed by DBEs in order to increase the likelihood that the DBE goals will be achieved.
- (1) Where appropriate, break out contract work items into economically feasible units to facilitate DBE participation, even when the prime contractor might otherwise prefer to perform these work items with its own forces.
 - (2) Negotiate 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 (2nd and 3rd tier subcontractors).
- (C) Providing interested DBEs with adequate information about the plans, specifications, and requirements of the contract in a timely manner to assist them in responding to a solicitation.
- (D) (1) Negotiating in good faith with interested DBEs. It is the bidder's responsibility to make a portion of the work available to DBE subcontractors and suppliers and to select those portions of the work or material needs consistent with the available DBE subcontractors and suppliers, to facilitate DBE participation. Evidence of such negotiation includes the names, addresses, and telephone numbers of DBEs that were considered; a description of the information provided regarding the plans and specifications for the work selected for subcontracting; and evidence as to why additional agreements could not be reached for DBEs to perform the work.
- (2) A bidder using good business judgment would consider a number of factors in negotiating with subcontractors, including DBE subcontractors, and would take a firm's price and capabilities as well as contract goals into consideration. However, the fact that there may be some additional costs involved in finding and using DBEs is not in itself sufficient reason for a bidder's failure to meet the contract DBE goal, as long as such costs are reasonable. Also, the ability or desire of a prime contractor to perform the work of a contract with its own organization does not relieve the bidder of the responsibility to make good faith efforts. Bidding contractors are not, however, required to accept higher quotes from DBEs if the price difference is excessive or unreasonable.
- (E) Not rejecting DBEs as being unqualified without sound reasons based on a thorough investigation of their capabilities. The bidder's standing within its industry, membership in specific groups, organizations, or associates and political or social affiliations (for example, union vs. non-union employee status) are not legitimate causes for the rejection or non-solicitation of bids in the bidder's efforts to meet the project goal.
- (F) Making efforts to assist interested DBEs in obtaining bonding, lines of credit, or insurance as required by the recipient or bidder.
- (G) Making efforts to assist interested DBEs in obtaining necessary equipment, supplies, materials, or related assistance or services.

- (H) Effectively using the services of available minority/women community organizations; minority/women contractors' groups; Federal, State, and local minority/women business assistance offices; and other organizations as allowed on a case-by-case basis to provide assistance in the recruitment and placement of DBEs. Contact within 7 days from the bid opening the Business Opportunity and Work Force Development Unit at BOWD@ncdot.gov to give notification of the bidder's inability to get DBE quotes.
- (I) Any other evidence that the bidder submits which shows that the bidder has made reasonable good faith efforts to meet the DBE goal.

In addition, the Department may take into account the following:

- (1) Whether the bidder's documentation reflects a clear and realistic plan for achieving the DBE goal.
- (2) The bidders' past performance in meeting the DBE goals.
- (3) The performance of other bidders in meeting the DBE goal. For example, when the apparent successful bidder fails to meet the DBE goal, but others meet it, you may reasonably raise the question of whether, with additional reasonable efforts the apparent successful bidder could have met the goal. If the apparent successful bidder fails to meet the DBE goal, but meets or exceeds the average DBE participation obtained by other bidders, the Department may view this, in conjunction with other factors, as evidence of the apparent successful bidder having made a good faith effort.

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

Non-Good Faith Appeal

The State Contractual Services Engineer will notify the contractor verbally and in writing of non-good faith. A contractor may appeal a determination of non-good faith made by the Goal Compliance Committee. If a contractor wishes to appeal the determination made by the Committee, they shall provide written notification to the State Contractual Services Engineer or at DBE@ncdot.gov. The appeal shall be made within 2 business days of notification of the determination of non-good faith.

Counting DBE Participation Toward Meeting DBE Goal

- (A) Participation

The total dollar value of the participation by a committed DBE will be counted toward the contract goal requirement. The total dollar value of participation by a committed DBE will be based upon the value of work actually performed by the DBE and the actual payments to DBE firms by the Contractor.

(B) Joint Checks

Prior notification of joint check use shall be required when counting DBE participation for services or purchases that involves the use of a joint check. Notification shall be through submission of Form JC-1 (*Joint Check Notification Form*) and the use of joint checks shall be in accordance with the Department's Joint Check Procedures.

(C) Subcontracts (Non-Trucking)

A DBE may enter into subcontracts. Work that a DBE subcontracts to another DBE firm may be counted toward the contract goal requirement. Work that a DBE subcontracts to a non-DBE firm does not count toward the contract goal requirement. 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 standard industry practices, it shall be presumed that the DBE is not performing a commercially useful function. The DBE may present evidence to rebut this presumption to the Department. 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.

(D) Joint Venture

When a DBE performs as a participant in a joint venture, the Contractor may count toward its contract goal requirement 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.

(E) Suppliers

A contractor may count toward its DBE requirement 60 percent of its expenditures for materials and supplies required to complete the contract and obtained from a DBE regular dealer and 100 percent of such expenditures from a DBE manufacturer.

(F) Manufacturers and Regular Dealers

A contractor may count toward its DBE requirement the following expenditures to DBE firms that are not manufacturers or regular dealers:

- (1) The fees or commissions charged by a DBE firm for providing a *bona fide* service, such as professional, technical, consultant, or managerial services, or for providing bonds or insurance specifically required for the performance of a DOT-assisted contract, provided the fees or commissions are determined to be reasonable and not excessive as compared with fees and commissions customarily allowed for similar services.
- (2) With respect to materials or supplies purchased from a DBE, which is neither a manufacturer nor a regular dealer, count the entire amount of fees or commissions charged for assistance in the procurement of the materials and supplies, or fees or

transportation charges for the delivery of materials or supplies required on a job site (but not the cost of the materials and supplies themselves), provided the fees are determined to be reasonable and not excessive as compared with fees customarily allowed for similar services.

Commercially Useful Function

(A) DBE Utilization

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

(B) DBE Utilization in Trucking

The following factors will be used to determine if a DBE trucking firm is performing a commercially useful function:

- (1) The DBE shall be responsible for the management and supervision of the entire trucking operation for which it is responsible on a particular contract, and there shall not be a contrived arrangement for the purpose of meeting DBE goals.
- (2) The DBE shall itself own and operate at least one fully licensed, insured, and operational truck used on the contract.
- (3) The DBE receives credit for the total value of the transportation services it provides on the contract using trucks it owns, insures, and operates using drivers it employs.
- (4) The DBE may subcontract the work to another DBE firm, including an owner-operator who is certified as a DBE. The DBE who subcontracts work to another DBE receives credit for the total value of the transportation services the subcontracted DBE provides on the contract.
- (5) The DBE may also subcontract the work to a non-DBE firm, including from an owner-operator. The DBE who subcontracts the work to a non-DBE is entitled to credit for the total value of transportation services provided by the non-DBE subcontractor not to exceed the value of transportation services provided by DBE-owned trucks on the contract. Additional participation by non-DBE subcontractors receives credit only for the fee or commission it receives

as a result of the subcontract arrangement. The value of services performed under subcontract agreements between the DBE and the Contractor will not count towards the DBE contract requirement.

- (6) A DBE may lease truck(s) from an established equipment leasing business open to the general public. The lease must indicate that the DBE has exclusive use of and control over the truck. This requirement does not preclude the leased truck from working for others during the term of the lease with the consent of the DBE, so long as the lease gives the DBE absolute priority for use of the leased truck. This type of lease may count toward the DBE's credit as long as the driver is under the DBE's payroll.
- (7) Subcontracted/leased trucks shall display clearly on the dashboard the name of the DBE that they are subcontracted/leased to and their own company name if it is not identified on the truck itself. Magnetic door signs are not permitted.

DBE Replacement

When a Contractor has relied on a commitment to a DBE subcontractor (or an approved substitute DBE subcontractor) to meet all or part of a contract goal requirement, the contractor shall not terminate the DBE subcontractor for convenience. This includes, but is not limited to, instances in which the Contractor seeks to perform the work of the terminated subcontractor with another DBE subcontractor, a non-DBE subcontractor, or with the Contractor's own forces or those of an affiliate.

The Contractor must give notice in writing both by certified mail and email to the DBE subcontractor, with a copy to the Engineer of its intent to request to terminate and/or substitute, and the reason for the request. The Contractor must give the DBE subcontractor five (5) business days to respond to the Contractor's Notice of Intent to Request Termination and/or Substitution. If the DBE subcontractor objects to the intended termination/substitution, the DBE, within five (5) business days must advise the Contractor and the Department of the reasons why the action should not be approved. The five-day notice period shall begin on the next business day after written notice is provided to the DBE subcontractor.

A committed DBE subcontractor may only be terminated after receiving the Department's written approval based upon a finding of good cause for the proposed termination and/or substitution. For purposes of this section, good cause shall include the following circumstances:

- (a) The listed DBE subcontractor fails or refuses to execute a written contract;
- (b) The listed DBE subcontractor fails or refuses to perform the work of its subcontract in a way consistent with normal industry standards. Provided, however, that good cause does not exist if the failure or refusal of the DBE subcontractor to perform its work on the subcontract results from the bad faith or discriminatory action of the prime contractor;
- (c) The listed DBE subcontractor fails or refuses to meet the prime contractor's reasonable, nondiscriminatory bond requirements;
- (d) The listed DBE subcontractor becomes bankrupt, insolvent, or exhibits credit unworthiness;

- (e) The listed DBE subcontractor is ineligible to work on public works projects because of suspension and debarment proceedings pursuant to 2 CFR Parts 180, 215 and 1,200 or applicable state law;
- (f) The listed DBE subcontractor is not a responsible contractor;
- (g) The listed DBE voluntarily withdraws from the project and provides written notice of withdrawal;
- (h) The listed DBE is ineligible to receive DBE credit for the type of work required;
- (i) A DBE owner dies or becomes disabled with the result that the listed DBE contractor is unable to complete its work on the contract;
- (j) Other documented good cause that compels the termination of the DBE subcontractor. Provided, that good cause does not exist if the prime contractor seeks to terminate a DBE it relied upon to obtain the contract so that the prime contractor can self-perform the work for which the DBE contractor was engaged or so that the prime contractor can substitute another DBE or non-DBE contractor after contract award.

The Contractor shall comply with the following for replacement of a committed DBE:

(A) Performance Related Replacement

When a committed DBE is terminated for good cause as stated above, an additional DBE that was submitted at the time of bid may be used to fulfill the DBE commitment. A good faith effort will only be required for removing a committed DBE if there were no additional DBEs submitted at the time of bid to cover the same amount of work as the DBE that was terminated.

If a replacement DBE is not found that can perform at least the same amount of work as the terminated DBE, the Contractor shall submit a good faith effort documenting the steps taken. Such documentation shall include, but not be limited to, the following:

- (1) Copies of written notification to DBEs that their interest is solicited in contracting the work defaulted by the previous DBE or in subcontracting other items of work in the contract.
- (2) Efforts to negotiate with DBEs for specific subbids including, at a minimum:
 - (a) The names, addresses, and telephone numbers of DBEs who were contacted.
 - (b) A description of the information provided to DBEs regarding the plans and specifications for portions of the work to be performed.
- (3) A list of reasons why DBE quotes were not accepted.
- (4) Efforts made to assist the DBEs contacted, if needed, in obtaining bonding or insurance required by the Contractor.

(B) Decertification Replacement

- (1) When a committed DBE is decertified by the Department after the SAF (*Subcontract Approval Form*) has been received by the Department, the Department will not require the 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 requirement.
- (2) When a committed DBE is decertified prior to the Department receiving the SAF (*Subcontract Approval Form*) for the named DBE firm, the 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 DBE goal requirement. If a DBE firm is not found to do the same amount of work, a good faith effort must be submitted to NCDOT (see A herein for required documentation).

All requests for replacement of a committed DBE firm shall be submitted to the Engineer for approval on Form RF-1 (*DBE Replacement Request*). If the Contractor fails to follow this procedure, the Contractor may be disqualified from further bidding for a period of up to 6 months.

Changes in the Work

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

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

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

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

Reports and Documentation

A SAF (*Subcontract Approval Form*) shall be submitted for all work which is to be performed by a DBE subcontractor. The Department reserves the right to require copies of actual subcontract agreements involving DBE subcontractors.

When using transportation services to meet the contract commitment, the Contractor shall submit a proposed trucking plan in addition to the SAF. The plan shall be submitted prior to beginning construction on the project. The plan shall include the names of all trucking firms proposed for use, their certification type(s), the number of trucks owned by the firm, as well as the individual truck identification numbers, and the line item(s) being performed.

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

Reporting Disadvantaged Business Enterprise Participation

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

- (A) Withholding of money due in the next partial pay estimate; or
- (B) Removal of an approved contractor from the prequalified bidders' list or the removal of other entities from the approved subcontractors list.

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

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

Failure on the part of any subcontractor to submit the required information in the time frame specified may result in the disqualification of that contractor and any affiliate companies from being approved for work on future DOT projects until the required information is submitted.

Contractors reporting transportation services provided by non-DBE lessees shall evaluate the value of services provided during the month of the reporting period only.

At any time, the Engineer can request written verification of subcontractor payments.

The Contractor shall report the accounting of payments through the Department's DBE Payment Tracking System.

Failure to Meet Contract Requirements

Failure to meet contract requirements in accordance with Subarticle 102-15(J) of the *2018 Standard Specifications* may be cause to disqualify the Contractor.

CERTIFICATION FOR FEDERAL-AID CONTRACTS:

(3-21-90)

SP1 G85

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

- (A) No Federal appropriated funds have been paid or will be paid, by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of any Federal agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any Federal contract, the making of any Federal grant, the making of any Federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any Federal contract, grant, loan, or cooperative agreement.
- (B) If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any Federal agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this Federal contract, grant, loan, or cooperative agreement, the undersigned shall complete and submit Standard Form-LLL, *Disclosure Form to Report Lobbying*, in accordance with its instructions.

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

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

CONTRACTOR'S LICENSE REQUIREMENTS:

(7-1-95)

102-14

SP1 G88

If the successful bidder does not hold the proper license to perform any plumbing, heating, air conditioning, or electrical work in this contract, he will be required to sublet such work to a contractor properly licensed in accordance with *Article 2 of Chapter 87 of the General Statutes* (licensing of heating, plumbing, and air conditioning contractors) and *Article 4 of Chapter 87 of the General Statutes* (licensing of electrical contractors).

USE OF UNMANNED AIRCRAFT SYSTEM (UAS):

(8-20-19)

SP1 G092

The Contractor shall adhere to all Federal, State and Local regulations and guidelines for the use of Unmanned Aircraft Systems (UAS). This includes but is not limited to US 14 CFR Part 107

Small UAS Rule, NC GS 15A-300.2 Regulation of launch and recovery sites, NC GS 63-95 Training required for the operation of unmanned aircraft systems, NC GS 63-96 Permit required for commercial operation of unmanned aircraft system, and NCDOT UAS Policy. The required operator certifications include possessing a current Federal Aviation Administration (FAA) Remote Pilot Certificate, a NC UAS Operator Permit as well as operating a UAS registered with the FAA.

Prior to beginning operations, the Contractor shall complete the NCDOT UAS – Flight Operation Approval Form and submit it to the Engineer for approval. All UAS operations shall be approved by the Engineer prior to beginning the operations.

All contractors or subcontractors operating UAS shall have UAS specific general liability insurance to cover all operations under this contract.

The use of UAS is at the Contractor's discretion. No measurement or payment will be made for the use of UAS. In the event that the Department directs the Contractor to utilize UAS, payment will be in accordance with Article 104-7 Extra Work.

U.S. DEPARTMENT OF TRANSPORTATION HOTLINE:

(11-22-94)

108-5

SP1 G100

To report bid rigging activities call: **1-800-424-9071**

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

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

CARGO PREFERENCE ACT:

(2-16-16)

Privately owned United States-flag commercial vessels transporting cargoes are subject to the Cargo Preference Act (CPA) of 1954 requirements and regulations found in 46 CFR 381.7. Contractors are directed to clause (b) of 46 CFR 381.7 as follows:

- (b) Contractor and Subcontractor Clauses. "Use of United States-flag vessels: The contractor agrees-

" (1) To utilize privately owned United States-flag commercial vessels to ship at least 50 percent of the gross tonnage (computed separately for dry bulk carriers, dry cargo liners, and tankers) involved, whenever shipping any equipment, material, or commodities pursuant to this contract, to the extent such vessels are available at fair and reasonable rates for United States-flag commercial vessels.

(2) To furnish within 20 days following the date of loading for shipments originating within the United States or within 30 working days following the date of loading for shipments originating outside the United States a legible copy of a rated, 'on-board' commercial ocean

bill-of-lading in English for each shipment of cargo described in paragraph (b) (1) of this section to both the Contracting Officer (through the prime contractor in the case of subcontractor bills-of-lading) and to the Division of National Cargo, Office of Market Development, Maritime Administration, Washington, DC 20590.

(3) To insert the substance of the provisions of this clause in all subcontracts issued pursuant to this contract."

SUBSURFACE INFORMATION:

(7-1-95)

450

SP1 G112 D

Subsurface information is available on the roadway and structure portions of this project.

MAINTENANCE OF THE PROJECT:

(11-20-07) (Rev. 1-17-12)

104-10

SP1 G125

Revise the *2018 Standard Specifications* as follows:

Page 1-39, Article 104-10 Maintenance of the Project, line 25, add the following after the first sentence of the first paragraph:

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

Page 1-39, Article 104-10 Maintenance of the Project, line 30, add the following as the last sentence of the first paragraph:

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

Page 1-39, Article 104-10 Maintenance of the Project, lines 42-44, replace the last sentence of the last paragraph with the following:

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

ELECTRONIC BIDDING:

(2-19-19)

101, 102, 103

SP1 G140

Revise the *2018 Standard Specifications* as follows:

Page 1-4, Article 101-3, DEFINITIONS, BID (OR PROPOSAL) *Electronic Bid*, line 1, replace “Bid Express®” with “the approved electronic bidding provider”.

Page 1-15, Subarticle 102-8(B), Electronic Bids, lines 39-40, replace “to Bid Express®” with “via the approved electronic bidding provider”.

Page 1-15, Subarticle 102-8(B)(1), Electronic Bids, line 41, delete “from Bid Express®”

Page 1-17, Subarticle 102-9(C)(2), Electronic Bids, line 21, replace “Bid Express® miscellaneous folder within the .ebs” with “electronic submittal”.

Page 1-29, Subarticle 103-4(C)(2), Electronic Bids, line 32, replace “.ebs miscellaneous data file of Expedite” with “electronic submittal file”

BID DOCUMENTATION:

(1-1-02) (Rev.8-18-15)

103

SP1 G142

General

The successful Bidder (Contractor) shall submit the original, unaltered bid documentation or a certified copy of the original, unaltered bid documentation used to prepare the bid for this contract to the Department within 10 days after receipt of notice of award of contract. Such documentation shall be placed in escrow with a banking institution or other bonded document storage facility selected by the Department.

The Department will not execute the contract until the original, unaltered bid documentation or a certified copy of the original, unaltered bid documentation has been received by the Department.

Terms

Bid Documentation - Bid Documentation shall mean all written information, working papers, computer printouts, electronic media, charts, and all other data compilations which contain or reflect information, data, and calculations used by the Bidder in the preparation of the bid. The term *bid documentation* includes, but is not limited to, contractor equipment rates, contractor overhead rates, labor rates, efficiency or productivity factors, arithmetical calculations, and quotations from subcontractors and material suppliers to the extent that such rates and quotations were used by the Bidder in formulating and determining the bid. The term *bid documentation* also includes any manuals, which are standard to the industry used by the Bidder in determining the bid. Such manuals may be included in the bid documentation by reference. Such reference shall include the name and date of the publication and the publisher. *Bid Documentation* does not include bid documents provided by the Department for use by the Bidder in bidding on this project. The Bid Documentation can be in the form of electronic submittal (i.e. thumb drive) or paper. If the Bidder elects to submit the Bid Documentation in electronic format, the Department requires a backup submittal (i.e. a second thumb drive) in case one is corrupted.

Contractor's Representative - Officer of the Contractor's company; if not an officer, the Contractor shall supply a letter signed and notarized by an officer of the Contractor's company, granting permission for the representative to sign the escrow agreement on behalf of the Contractor.

Escrow Agent - Officer of the select banking institution or other bonded document storage facility authorized to receive and release bid documentation.

Escrow Agreement Information

A draft copy of the Escrow Agreement will be mailed to the Bidder after the notice of award for informational purposes. The Bidder and Department will sign the actual Escrow Agreement at the time the bid documentation is delivered to the Escrow Agent.

Failure to Provide Bid Documentation

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

Submittal of Bid Documentation

- (A) Appointment – Email specs@ncdot.gov or call 919.707.6900 to schedule an appointment.
- (B) Delivery - A representative of the Bidder shall deliver the original, unaltered bid documentation or a certified copy of the original, unaltered bid documentation to the Department, in a container suitable for sealing, within 10 days after the notice of award is received.
- (C) Packaging – The container shall be no larger than 15.5 inches in length by 12 inches wide by 11 inches high and shall be water resistant. The container shall be clearly marked on the face and the back of the container with the following information: Bid Documentation, Bidder's Name, Bidder's Address, Date of Escrow Submittal, Contract Number, TIP Number if applicable, and County.

Affidavit

Bid documentation will be considered a certified copy if the Bidder includes an affidavit stating that the enclosed documentation is an EXACT copy of the original documentation used by the Bidder to determine the bid for this project. The affidavit shall also list each bid document with sufficient specificity so a comparison may be made between the list and the bid documentation to ensure that all of the bid documentation listed in the affidavit has been enclosed for escrow. The affidavit shall attest that the affiant has personally examined the bid documentation, that the affidavit lists all of the documents used by the Bidder to determine the bid for this project, and that all bid documentation has been included. The affidavit shall be signed by a chief officer of the

company, have the person's name and title typed below the signature, and the signature shall be notarized at the bottom of the affidavit.

Verification

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

Confidentiality of Bid Documentation

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

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

Duration and Use

The bid documentation and affidavit shall remain in escrow until 60 calendar days from the time the Contractor receives the final estimate; or until such time as the Contractor:

- (A) Gives written notice of intent to file a claim,
- (B) Files a written claim,
- (C) Files a written and verified claim,
- (D) Initiates litigation against the Department related to the contract; or
- (E) Authorizes in writing its release.

Upon the giving of written notice of intent to file a claim, filing a written claim, filing a written and verified claim, or the initiation of litigation by the Contractor against the Department, or receipt of a letter from the Contractor authorizing release, the Department may obtain the release and custody of the bid documentation.

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

Release of Bid Documentation to the Contractor

If the bid documentation remains in escrow 60 calendar days after the time the Contractor receives the final estimate and the Contractor has not filed a written claim, filed a written and verified claim, or has not initiated litigation against the Department related to the contract, the Department will instruct the Escrow Agent to release the sealed container to the Contractor.

The Contractor will be notified by certified letter from the Escrow Agent that the bid documentation will be released to the Contractor. The Contractor or his representative shall retrieve the bid documentation from the Escrow Agent within 30 days of the receipt of the certified letter. If the Contractor does not receive the documents within 30 days of the receipt of the certified letter, the Department will contact the Contractor to determine final disposition of the bid documentation.

Payment

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

TWELVE MONTH GUARANTEE:

(7-15-03)

108

SP1 G145

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

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

routine maintenance activities (i.e. mowing grass, debris removal, ruts in earth shoulders,) are not parts of this guarantee.

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

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

EROSION AND SEDIMENT CONTROL/STORMWATER CERTIFICATION:

(1-16-07) (Rev 04-01-19)

105-16, 225-2, 16

SP1 G180

General

Schedule and conduct construction activities in a manner that will minimize soil erosion and the resulting sedimentation and turbidity of surface waters. Comply with the requirements herein regardless of whether or not a National Pollution discharge Elimination System (NPDES) permit for the work is required.

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

- (A) *Certified Supervisor* - Provide a certified Erosion and Sediment Control/Stormwater Supervisor to manage the Contractor and subcontractor operations, insure compliance with Federal, State and Local ordinances and regulations, and manage the Quality Control Program.
- (B) *Certified Foreman* - Provide a certified, trained foreman for each construction operation that increases the potential for soil erosion or the possible sedimentation and turbidity of surface waters.
- (C) *Certified Installer* - Provide a certified installer to install or direct the installation for erosion or sediment/stormwater control practices.
- (D) *Certified Designer* - Provide a certified designer for the design of the erosion and sediment control/stormwater component of reclamation plans and, if applicable, for the design of the project erosion and sediment control/stormwater plan.

Roles and Responsibilities

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

- (1) Manage Operations - Coordinate and schedule the work of subcontractors so that erosion and sediment control/stormwater measures are fully executed for each operation and in a timely manner over the duration of the contract.
 - (a) Oversee the work of subcontractors so that appropriate erosion and sediment control/stormwater preventive measures are conformed to at each stage of the work.
 - (b) Prepare the required National Pollutant Discharge Elimination System (NPDES) Inspection Record and submit to the Engineer.
 - (c) Attend all weekly or monthly construction meetings to discuss the findings of the NPDES inspection and other related issues.
 - (d) Implement the erosion and sediment control/stormwater site plans requested.
 - (e) Provide any needed erosion and sediment control/stormwater practices for the Contractor's temporary work not shown on the plans, such as, but not limited to work platforms, temporary construction, pumping operations, plant and storage yards, and cofferdams.
 - (f) Acquire applicable permits and comply with requirements for borrow pits, dewatering, and any temporary work conducted by the Contractor in jurisdictional areas.
 - (g) Conduct all erosion and sediment control/stormwater work in a timely and workmanlike manner.
 - (h) Fully perform and install erosion and sediment control/stormwater work prior to any suspension of the work.
 - (i) Coordinate with Department, Federal, State and Local Regulatory agencies on resolution of erosion and sediment control/stormwater issues due to the Contractor's operations.
 - (j) Ensure that proper cleanup occurs from vehicle tracking on paved surfaces or any location where sediment leaves the Right-of-Way.
 - (k) Have available a set of erosion and sediment control/stormwater plans that are initialed and include the installation date of Best Management Practices. These practices shall include temporary and permanent groundcover and be properly updated to reflect necessary plan and field changes for use and review by Department personnel as well as regulatory agencies.

- (2) Requirements set forth under the NPDES Permit - The Department's NPDES Stormwater permit (NCS000250) outlines certain objectives and management measures pertaining to construction activities. The permit references *NCG010000, General Permit to Discharge Stormwater* under the NPDES, and states that the Department shall incorporate the applicable requirements into its delegated Erosion and Sediment Control Program for construction activities disturbing one or more acres of land. The Department further incorporates these requirements on all contracted bridge and culvert work at jurisdictional waters, regardless of size. Some of the requirements are, but are not limited to:
 - (a) Control project site waste to prevent contamination of surface or ground waters of the state, i.e. from equipment operation/maintenance, construction

- materials, concrete washout, chemicals, litter, fuels, lubricants, coolants, hydraulic fluids, any other petroleum products, and sanitary waste.
- (b) Inspect erosion and sediment control/stormwater devices and stormwater discharge outfalls at least once every 7 calendar days and within 24 hours after a rainfall event of greater than 1.0 inch that occurs within a 24 hour period. Additional monitoring may be required at the discretion of Division of Water Resources personnel if the receiving stream is 303(d) listed for turbidity and the project has had documented problems managing turbidity.
 - (c) Maintain an onsite rain gauge or use the Department's Multi-Sensor Precipitation Estimate website to maintain a daily record of rainfall amounts and dates.
 - (d) Maintain erosion and sediment control/stormwater inspection records for review by Department and Regulatory personnel upon request.
 - (e) Implement approved reclamation plans on all borrow pits, waste sites and staging areas.
 - (f) Maintain a log of turbidity test results as outlined in the Department's Procedure for Monitoring Borrow Pit Discharge.
 - (g) Provide secondary containment for bulk storage of liquid materials.
 - (h) Provide training for employees concerning general erosion and sediment control/stormwater awareness, the Department's NPDES Stormwater Permit NCS000250 requirements, and the applicable requirements of the *General Permit, NCG010000*.
 - (i) Report violations of the NPDES permit to the Engineer immediately who will notify the Division of Water Quality Regional Office within 24 hours of becoming aware of the violation.
- (3) Quality Control Program - Maintain a quality control program to control erosion, prevent sedimentation and follow provisions/conditions of permits. The quality control program shall:
- (a) Follow permit requirements related to the Contractor and subcontractors' construction activities.
 - (b) Ensure that all operators and subcontractors on site have the proper erosion and sediment control/stormwater certification.
 - (c) Notify the Engineer when the required certified erosion and sediment control/stormwater personnel are not available on the job site when needed.
 - (d) Conduct the inspections required by the NPDES permit.
 - (e) Take corrective actions in the proper timeframe as required by the NPDES permit for problem areas identified during the NPDES inspections.
 - (f) Incorporate erosion control into the work in a timely manner and stabilize disturbed areas with mulch/seed or vegetative cover on a section-by-section basis.
 - (g) Use flocculants approved by state regulatory authorities where appropriate and where required for turbidity and sedimentation reduction.
 - (h) Ensure proper installation and maintenance of temporary erosion and sediment control devices.
 - (i) Remove temporary erosion or sediment control devices when they are no longer necessary as agreed upon by the Engineer.

- (j) The Contractor's quality control and inspection procedures shall be subject to review by the Engineer. Maintain NPDES inspection records and make records available at all times for verification by the Engineer.
- (B) *Certified Foreman* - At least one Certified Foreman shall be onsite for each type of work listed herein during the respective construction activities to control erosion, prevent sedimentation and follow permit provisions:
 - (1) Foreman in charge of grading activities
 - (2) Foreman in charge of bridge or culvert construction over jurisdictional areas
 - (3) Foreman in charge of utility activities

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

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

- (C) *Certified Installers* - Provide at least one onsite, Level I Certified Installer for each of the following erosion and sediment control/stormwater crew:
 - (1) Seeding and Mulching
 - (2) Temporary Seeding
 - (3) Temporary Mulching
 - (4) Sodding
 - (5) Silt fence or other perimeter erosion/sediment control device installations
 - (6) Erosion control blanket installation
 - (7) Hydraulic tackifier installation
 - (8) Turbidity curtain installation
 - (9) Rock ditch check/sediment dam installation
 - (10) Ditch liner/matting installation
 - (11) Inlet protection
 - (12) Riprap placement
 - (13) Stormwater BMP installations (such as but not limited to level spreaders, retention/detention devices)
 - (14) Pipe installations within jurisdictional areas

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

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

Preconstruction Meeting

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

Ethical Responsibility

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

Revocation or Suspension of Certification

Upon recommendation of the Chief Engineer to the certification entity, certification for *Supervisor*, *Certified Foremen*, *Certified Installers* and *Certified Designer* may be revoked or suspended with the issuance of an *Immediate Corrective Action (ICA)*, *Notice of Violation (NOV)*, or *Cease and Desist Order* for erosion and sediment control/stormwater related issues.

The Chief Engineer may recommend suspension or permanent revocation of certification due to the following:

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

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

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

Chief Engineer
1536 Mail Service Center
Raleigh, NC 27699-1536

Failure to appeal within 10 calendar days will result in the proposed adverse action becoming effective on the date specified on the certified notice. Failure to appeal within the time specified

will result in a waiver of all future appeal rights regarding the adverse action taken. The certificant will not be allowed to perform duties associated with the certification during the appeal process.

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

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

Measurement and Payment

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

PROCEDURE FOR MONITORING BORROW PIT DISCHARGE:

(2-20-07) (Rev. 4-5-19)

105-16, 230, 801

SP1 G181

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

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

- (A) Either cease discharge or modify the discharge volume or turbidity levels to bring the downstream turbidity levels into compliance, or
- (B) Evaluate the upstream conditions to determine if the exceedance of the standard is due to natural background conditions. If the background turbidity measurements exceed the standard, operation of the pit and discharge can continue as long as the stream turbidity levels are not increased due to the discharge.
- (C) Measure and record the turbidity test results (time, date and sampler) at all defined sampling locations 30 minutes after startup and at a minimum, one additional sampling of all sampling locations during that 24-hour period in which the borrow pit is discharging.
- (D) Notify DWQ within 24 hours of any stream turbidity standard exceedances that are not brought into compliance.

During the Environmental Assessment required by Article 230-4 of the *2018 Standard Specifications*, the Contractor shall define the point at which the discharge enters into the State's surface waters and the appropriate sampling locations. Sampling locations shall include points upstream and downstream from the point at which the discharge enters these waters. Upstream sampling location shall be located so that it is not influenced by backwater conditions and

represents natural background conditions. Downstream sampling location shall be located at the point where complete mixing of the discharge and receiving water has occurred.

The discharge shall be closely monitored when water from the dewatering activities is introduced into jurisdictional wetlands. Any time visible sedimentation (deposition of sediment) on the wetland surface is observed, the dewatering activity will be suspended until turbidity levels in the stilling basin can be reduced to a level where sediment deposition does not occur. Staining of wetland surfaces from suspended clay particles, occurring after evaporation or infiltration, does not constitute sedimentation. No activities shall occur in wetlands that adversely affect the functioning of a wetland. Visible sedimentation will be considered an indication of possible adverse impacts on wetland use.

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

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

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

No additional compensation for monitoring borrow pit discharge will be paid.

PROJECT SPECIAL PROVISIONS**ROADWAY****CLEARING AND GRUBBING - METHOD II:**

(9-17-02) (Rev.8-18-15)

200

SP2 R02A

Perform clearing on this project to the limits established by Method "II" shown on Standard Drawing No. 200.02 of the *2018 Roadway Standard Drawings*. Conventional clearing methods may be used except where permit drawings or conditions have been included in the proposal which require certain areas to be cleared by hand methods.

BUILDING REMOVAL:

(1-1-02) (Rev. 11-15-16)

215

SP2 R15 C

Remove the buildings and appurtenances listed below in accordance with Section 215 of the *2018 Standard Specifications*:

1SF Bus/D-Parcel 030 RT. of SS 75+00 Survey Line L

1SMTL BUS-Parcel 031 RT. of SS 76+00 Survey Line L

1SFD-Parcel 067 LT. of SS 144+50 Survey Line L

2SFD-Parcel 071 RT. of SS 143+50 Survey Line L

1SFD-Parcel 072 RT. of SS 146+50 Survey Line L

Manufactured Dwelling-Parcel 084 RT. of SS 163+50 Survey Line L

1SF Bus/D-Parcel 103 LT. of SS 194+00 Survey Line L

1SFD-Parcel 114 LT. of SS 205+25 Survey Line L

When the description of the work for an item indicates a building partially inside and partially outside the right of way and/or construction area, but does not require the building to be cut off, the entire building shall be removed.

TEMPORARY DETOURS AND TEMPORARY WIDENING:

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

1101

SP2 R30B(Rev)

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

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

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

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

SHOULDER AND FILL SLOPE MATERIAL:

(5-21-02)

235, 560

SP2 R45 B

Description

Perform the required shoulder and slope construction for this project in accordance with the applicable requirements of Section 560 and Section 235 of the *2018 Standard Specifications*.

Measurement and Payment

When the Contractor elects to obtain material from an area located beneath a proposed fill sections which does not require excavation for any reason other than to generate acceptable shoulder and fill slope material, the work of performing the excavation will be considered incidental to the item of *Borrow Excavation* or *Shoulder Borrow*. If there is no pay item for *Borrow* or *Shoulder Borrow* in the contract, this work will be considered incidental to *Unclassified Excavation*. Stockpile the excavated material in a manner to facilitate measurement by the Engineer. Fill the void created by the excavation of the shoulder and fill slope material with suitable material. Payment for material used from the stockpile will be made at the contract unit price for *Borrow Excavation* or *Shoulder Borrow*. If there is no pay item for *Borrow Excavation* or *Shoulder Borrow*, then the material will be paid for at the contract unit price for *Unclassified Excavation*. The material used to fill the void created by the excavation of the shoulder and fill slope material will be made at the contract unit price for *Unclassified Excavation*, *Borrow Excavation*, or *Shoulder Borrow*, depending on the source of the material.

Material generated from undercut excavation, unclassified excavation or clearing and grubbing operations that is placed directly on shoulders or slope areas, will not be measured separately for payment, as payment for the work requiring the excavation will be considered adequate compensation for depositing and grading the material on the shoulders or slopes.

When undercut excavation is performed at the direction of the Engineer and the material excavated is found to be suitable for use as shoulder and fill slope material, and there is no area on the project currently prepared to receive the material generated by the undercut operation, the Contractor may construct a stockpile for use as borrow at a later date. Payment for the material used from the stockpile will be made at the contract unit price for *Borrow Excavation* or *Shoulder Borrow*.

When shoulder material is obtained from borrow sources or from stockpiled material, payment for the work of shoulder construction will be made at the contract unit price per cubic yard for *Borrow Excavation* or *Shoulder Borrow* in accordance with the applicable provisions of Section 230 or Section 560 of the *2018 Standard Specifications*.

FLOWABLE FILL:

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

300, 340, 1000, 1530, 1540, 1550

SP3 R30

Description

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

Materials

Refer to Division 10 of the *2018 Standard Specifications*.

Item

Flowable Fill

Section

1000-6

Construction Methods

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

Measurement and Payment

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

Payment will be made under:

Pay Item

Flowable Fill

Pay Unit

Cubic Yard

POLYPROPYLENE CULVERT PIPE:

(8-20-19)

305,310

SP3 R35

Revise the *2018 Standard Specifications* as follows:

Page 3-5, Article 305-1 DESCRIPTION, lines 12-14, replace with the following:

Where shown in the plans, the Contractor may use reinforced concrete pipe, aluminum alloy pipe, aluminized corrugated steel pipe, HDPE pipe, Polypropylene Pipe, or PVC pipe in accordance with the following requirements.

Page 3-5, Article 305-2 MATERIALS, add the following after line 16:

Item	Section
Polypropylene Pipe	1032-9

Page 3-6, Article 310-2 MATERIALS, add the following after line 9:

Item	Section
Polypropylene Pipe	1032-9

Page 3-6, Article 310-4 SIDE DRAIN PIPE, lines 24-25, replace the first sentence of the second paragraph with the following:

Where shown in the plans, side drain pipe may be Class II reinforced concrete pipe, aluminized corrugated steel pipe, corrugated aluminum alloy pipe, polypropylene pipe, HDPE pipe or PVC pipe.

Page 3-7, Article 310-5 PIPE END SECTIONS, lines 2-4, replace the second sentence with the following:

Both corrugated steel and concrete pipe end sections will work on concrete pipe, corrugated steel pipe, polypropylene pipe, and HDPE smooth lined corrugated plastic pipe.

Page 3-7, Article 310-6 MEASUREMENT AND PAYMENT, add the following after line 14:

Pay Item	Pay Unit
___" Polypropylene Pipe	Linear Foot

Page 10-60, add Article 1032-9:

(A) General

Use polypropylene pipe from sources participating in the Department's Polypropylene Pipe QA/QC Program. A list of participating sources is available from the Materials and Tests Unit. The Department will remove a manufacturer of polypropylene pipe from this program if the monitoring efforts indicated that non-specification material is being provided or test procedures are not being followed.

Use polypropylene culvert pipe that meets AASHTO M 330 for Type S or Type D, or ASTM F2881 or ASTM F2764 Double or Triple wall; and has been evaluated by NTPEP.

(B) End Treatments, Pipe Tees and Elbows

End treatments, pipe tees and elbows shall meet AASHTO M 330, Section 7.7, or ASTM F2764, Section 6.6.

(C) Marking

Clearly mark each section of pipe, end section, tee and elbow and other accessories according to the Department's Polypropylene Pipe QC/QA Program:

- (1) AASHTO or ASTM Designation
- (2) The date of manufacture
- (3) Name or trademark of the manufacturer

When polypropylene pipe, end sections, tees and elbows have been inspected and accepted a sticker will be applied to the inside of the pipe. Do not use pipe sections, flared end sections, tees or elbows which do not have this seal of approval.

AGGREGATE SUBGRADE:

(5-15-18)

505

SP5 R8

Revise the *2018 Standard Specifications* as follows:

Page 5-8, Article 505-1 DESCRIPTION, lines 4-6, replace the paragraph with the following:

Construct aggregate subgrades in accordance with the contract. Install geotextile for soil stabilization and place Class IV subgrade stabilization at locations shown in the plans and as directed.

Undercut natural soil materials if necessary to construct aggregate subgrades. Define "subbase" as the portion of the roadbed below the Class IV subgrade stabilization. For Type 2 aggregate subgrades, undercut subbases as needed. The types of aggregate subgrade with thickness and compaction requirements for each are as shown below.

Type 1 – A 6 to 24 inch thick aggregate subgrade with Class IV subgrade stabilization compacted to 92% of AASHTO T 180 as modified by the Department or to the highest density that can be reasonably obtained.

Type 2 – An 8 inch thick aggregate subgrade on a proof rolled subbase with Class IV subgrade stabilization compacted to 97% of AASHTO T 180 as modified by the Department.

Page 5-8, Article 505-3 CONSTRUCTION METHODS, line 12, insert the following after the first sentence of the first paragraph:

For Type 2 aggregate subgrades, proof roll subbases in accordance with Section 260 before installing geotextile for soil stabilization.

Page 5-8, Article 505-3 CONSTRUCTION METHODS, lines 16-17, replace the last sentence of the first paragraph with the following:

Compact ABC as required for the type of aggregate subgrade constructed.

Page 5-8, Article 505-4 MEASUREMENT AND PAYMENT, line 26, insert the following after the last sentence of the first paragraph:

Undercut Excavation of natural soil materials from subbases for Type 2 aggregate subgrades will be measured and paid in accordance with Article 225-7 or 226-3. No measurement will be made for any undercut excavation of fill materials from subbases.

PRICE ADJUSTMENT - ASPHALT BINDER FOR PLANT MIX:

(11-21-00)

620

SP6 R25

Price adjustments for asphalt binder for plant mix will be made in accordance with Section 620 of the *2018 Standard Specifications*.

The base price index for asphalt binder for plant mix is **\$ 496.07** per ton.

This base price index represents an average of F.O.B. selling prices of asphalt binder at supplier's terminals on **October 1, 2019**.

ASPHALT CONCRETE PLANT MIX PAVEMENTS:

(2-20-18) (Rev.1-15-19)

610, 1012

SP6 R65

Revise the *2018 Standard Specifications* as follows:

Page 6-14, Table 609-3, LIMITS OF PRECISION FOR TEST RESULTS, replace with the following:

TABLE 609-3	
LIMITS OF PRECISION FOR TEST RESULTS	
Mix Property	Limits of Precision
25.0 mm sieve (Base Mix)	± 10.0%
19.0 mm sieve (Base Mix)	± 10.0%
12.5 mm sieve (Intermediate & Type P-57)	± 6.0%
9.5 mm sieve (Surface Mix)	± 5.0%
4.75 mm sieve (Surface Mix)	± 5.0%
2.36 mm sieve (All Mixes, except S4.75A)	± 5.0%
1.18 mm sieve (S4.75A)	± 5.0%
0.075 mm sieve (All Mixes)	± 2.0%
Asphalt Binder Content	± 0.5%
Maximum Specific Gravity (G_{mm})	± 0.020
Bulk Specific Gravity (G_{mb})	± 0.030
TSR	± 15.0%
QA retest of prepared QC Gyratory Compacted Volumetric Specimens	± 0.015
Retest of QC Core Sample	± 1.2% (% Compaction)
Comparison QA Core Sample	± 2.0% (% Compaction)
QA Verification Core Sample	± 2.0% (% Compaction)
Density Gauge Comparison of QC Test	± 2.0% (% Compaction)
QA Density Gauge Verification Test	± 2.0% (% Compaction)

Page 6-17, Table 610-1, MIXING TEMPERATURE AT THE ASPHALT PLANT, replace with the following:

TABLE 610-1 MIXING TEMPERATURE AT THE ASPHALT PLANT	
Binder Grade	JMF Temperature
PG 58-28; PG 64-22	250 - 290°F
PG 76-22	300 - 325°F

Page 6-17, Subarticle 610-3(C), Job Mix Formula (JMF), lines 38-39, delete the fourth paragraph.

Page 6-18, Subarticle 610-3(C), Job Mix Formula (JMF), line 12, replace “SF9.5A” with “S9.5B”.

Page 6-18, Table 610-3, MIX DESIGN CRITERIA, replace with the following:

TABLE 610-3 MIX DESIGN CRITERIA									
Mix Type	Design ESALs millions ^A	Binder PG Grade	Compaction Levels		Max. Rut Depth (mm)	Volumetric Properties ^B			
			G _{mm} @			VMA % Min.	VTM %	VFA Min.-Max.	%G _{mm} @ N _{ini}
			N _{ini}	N _{des}					
S4.75A	< 1	64 - 22	6	50	11.5	16.0	4.0 - 6.0	65 - 80	≤ 91.5
S9.5B	0 - 3	64 - 22	6	50	9.5	16.0	3.0 - 5.0	70 - 80	≤ 91.5
S9.5C	3 - 30	64 - 22	7	65	6.5	15.5	3.0 - 5.0	65 - 78	≤ 90.5
S9.5D	> 30	76 - 22	8	100	4.5	15.5	3.0 - 5.0	65 - 78	≤ 90.0
I19.0C	ALL	64 - 22	7	65	-	13.5	3.0 - 5.0	65 - 78	≤ 90.5
B25.0C	ALL	64 - 22	7	65	-	12.5	3.0 - 5.0	65 - 78	≤ 90.5
Design Parameter					Design Criteria				
All Mix Types	Dust to Binder Ratio (P _{0.075} / P _{be})				0.6 - 1.4 ^C				
	Tensile Strength Ratio (TSR) ^D				85% Min. ^E				

A. Based on 20 year design traffic.

B. Volumetric Properties based on specimens compacted to N_{des} as modified by the Department.

C. Dust to Binder Ratio (P_{0.075} / P_{be}) for Type S4.75A is 1.0 - 2.0.

D. NCDOT-T-283 (No Freeze-Thaw cycle required).

E. TSR for Type S4.75A & B25.0C mixes is 80% minimum.

Page 6-20, Table 610-5, BINDER GRADE REQUIREMENTS (BASED ON RBR%), replace with the following:

TABLE 610-5 BINDER GRADE REQUIREMENTS (BASED ON RBR%)			
Mix Type	%RBR ≤ 20%	21% ≤ %RBR ≤ 30%	%RBR ≥ 30%
S4.75A, S9.5B, S9.5C, I19.0C, B25.0C	PG 64-22	PG 64-22 ^A	PG-58-28
S9.5D, OGFC	PG 76-22 ^B	n/a	n/a

A. If the mix contains any amount of RAS, the virgin binder shall be PG 58-28.

B. Maximum Recycled Binder Replacement (%RBR) is 18% for mixes using PG 76-22 binder.

Page 6-20, Table 610-6, PLACEMENT TEMPERATURES FOR ASPHALT, replace with the following:

TABLE 610-6 PLACEMENT TEMPERATURES FOR ASPHALT	
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Asphalt Concrete Mix Type	Minimum Surface and Air Temperature
B25.0C	35°F
I19.0C	35°F
S4.75A, S9.5B, S9.5C	40°F ^A
S9.5D	50°F

- A. For the final layer of surface mixes containing recycled asphalt shingles (RAS), the minimum surface and air temperature shall be 50°F.

Page 6-21, Article 610-8, SPREADING AND FINISHING, lines 34-35, delete the second sentence and replace with the following:

Use an MTV for all surface mix regardless of binder grade on Interstate, US Routes, and NC Routes (primary routes) that have 4 or more lanes and median divided.

Page 6-21, Article 610-8, SPREADING AND FINISHING, lines 36-38, delete the fourth sentence and replace with the following:

Use MTV for all ramps, loops, Y-line that have 4 or more lanes and are median divided, full width acceleration lanes, full width deceleration lanes, and full width turn lanes that are greater than 1000 feet in length.

Page 6-23, Table 610-7, DENSITY REQUIREMENTS, replace with the following:

Mix Type	Minimum % G _{mm} (Maximum Specific Gravity)
S4.75A	85.0 ^A
S9.5B	90.0
S9.5C, S9.5D, I19.0C, B25.0C	92.0

- A. Compaction to the above specified density will be required when the S4.75A mix is applied at a rate of 100 lbs/sy or higher.

Page 6-24, Article 610-13, FINAL SURFACE TESTING, lines 35-36, delete the second sentence and replace with the following:

Final surface testing is not required on ramps, loops and turn lanes.

Page 6-26, Subarticle 610-13(A)(1), Acceptance for New Construction, lines 29-30, delete the second sentence and replace with the following:

Areas excluded from testing by the profiler may be tested using a 10-foot straightedge in accordance with Article 610-12.

Page 6-27, Subarticle 610-13(B), Option 2- North Carolina Hearne Straightedge, lines 41-46, delete the eighth and ninth sentence of this paragraph and replace with the following:

Take profiles over the entire length of the final surface travel lane pavement exclusive of structures, approach slabs, paved shoulders, tapers, or other irregular shaped areas of pavement, unless otherwise approved by the Engineer. Test in accordance with this provision all mainline travel lanes, full width acceleration or deceleration lanes and collector lanes.

Page 6-28, Subarticle 610-13(B), Option 2- North Carolina Hearne Straightedge, lines 1-2, delete these two lines.

Page 6-32, Article 610-16 MEASUREMENT AND PAYMENT, replace with the following:

Pay Item	Pay Unit
Asphalt Concrete Base Course, Type B25.0C	Ton
Asphalt Concrete Intermediate Course, Type I19.0C	Ton
Asphalt Concrete Surface Course, Type S4.75A	Ton
Asphalt Concrete Surface Course, Type S9.5B	Ton
Asphalt Concrete Surface Course, Type S9.5C	Ton
Asphalt Concrete Surface Course, Type S9.5D	Ton

Page 10-30, Table 1012-1, AGGREGATE CONSENSUS PROPERTIES, replace with the following:

**TABLE 1012-1
AGGREGATE CONSENSUS PROPERTIES^A**

Mix Type	Coarse Aggregate Angularity^B	Fine Aggregate Angularity % Minimum	Sand Equivalent % Minimum	Flat and Elongated 5 : 1 Ratio % Maximum
<i>Test Method</i>	<i>ASTM D5821</i>	<i>AASHTO T 304</i>	<i>AASHTO T 176</i>	<i>ASTM D4791</i>
S4.75A; S9.5B	75 / -	40	40	-
S9.5C; I19.0C; B25.0C	95 / 90	45	45	10
S9.5D	100 / 100	45	50	10
OGFC	100 / 100	45	45	10
UBWC	100 / 85	45	45	10

A. Requirements apply to the design aggregate blend.

B. 95 / 90 denotes that 95% of the coarse aggregate has one fractured face and 90% has 2 or more fractured faces.

AUTOMATED MACHINE GUIDANCE

(1-2-11)

801

SP8 R01

General

This Special Provision contains requirements to be followed if the Contractor elects to use Global Positioning System (GPS) machine control grading and shall be used in conjunction with Section

801 of the *Standard Specifications*. The use of this technology is referenced as Automated Machine Guidance (AMG).

All equipment using AMG shall be able to generate end results that meet the *Standard Specifications*. Perform test sections for each type of work to be completed with AMG to demonstrate that the system has the capability to achieve acceptable results. If acceptable results cannot be achieved, conform to the requirements for conventional stakeout.

The Contractor shall be responsible for all errors resulting from the use of AMG and shall correct deficiencies to the satisfaction of the Engineer at no cost to the Department.

Submittals

If the Contractor elects to use AMG, a Digital Terrain Model (DTM) of the design surface and all intermediate surfaces shall be developed and submitted to the Engineer for review.

At least 90 days prior to beginning grading operations, the Contractor shall submit to the Engineer an AMG work plan to include, but not limited to, proposed equipment, control software manufacturer and version, types of work to be completed using AMG, project site calibration report, repetitive calibration methods for construction equipment and rover units to be used for the duration of the project, and local GPS base station to be used for broadcasting differential correction data to rover units (this may include the NC Network RTK). All surveys must be tied to existing project control as established by NCDOT.

Inspection

The Engineer will perform quality assurance checks of all work associated with AMG. If it is determined that work is not being performed in a manner that will assure accurate results, the Engineer may require corrective action at no cost to the Department.

The Contractor shall provide the Engineer with one GPS rover unit for use during the duration of the contract. The rover will be loaded with the same model that is used with the AMG and have the same capability as rover units used by the Contractor. The rover will be kept in the possession of the Engineer and will be returned to the Contractor upon completion of the contract. Any maintenance or repairs required for the rover will be the responsibility of the Contractor. Formal training of at least 8 hours shall be provided to the Engineer by the Contractor on the use of the proposed AMG system.

Subgrade and Base Controls

If the Contractor elects to use AMG for fine grading and placement of base or other roadway materials, the GPS shall be supplemented with a laser or robotic total station. Include details of the proposed system in the AMG work plan. In addition, the following requirements apply for the use of AMG for subgrade and base construction.

Provide control points at intervals along the project not to exceed 1,000 feet. The horizontal position of these points shall be determined by static GPS sessions or by traverse connection from the original base line control points. The elevation of these control points shall be established using differential leveling from project benchmarks, forming closed loops where practical. A copy

of all new control point information shall be provided to the Engineer prior to construction activities.

Provide control points and conventional survey grade stakes at 500 foot intervals and at critical points such as, but not limited to, PCs, PTs, superelevation transition points, and other critical points as requested by the Engineer.

Provide hubs at the top of the finished subgrade at all hinge points on the cross section at 500 foot intervals. These hubs shall be established using conventional survey methods for use by the Engineer to check the accuracy of construction.

Measurement and Payment

No direct payment will be made for work required to utilize this provision. All work will be considered incidental to various grading operations.

BICYCLE SAFE STEEL FRAME & GRATE:

The work covered by this provision consists of furnishing and placing steel frames with grate at locations shown in the plans and as directed by the Engineer.

All materials shall meet the requirements of Section 840 of the *Standard Specifications*.

The steel frame with grates shall be constructed in accordance with the applicable requirements of Section 840 of the *Standard Specifications*, the details in the plans, and as directed by the Engineer.

The quantity of steel frame with grate to be paid for will be the actual number of assemblies which have been incorporated into the completed work.

The quantity of steel frame with grate, measured as provided for above will be paid for at the contract unit price each for “*Bicycle Safe Steel Frame and Grate*”.

The above prices and payment will be full compensation for all work covered by this provision including but not limited to furnishing all material, transporting, labor, and all incidentals necessary to complete the work.

Payment will be made under:

Bicycle Safe Steel Frame and GrateEach

GUARDRAIL END UNITS, TYPE - TL-2:

(10-21-08) (Rev. 7-1-17)

862

SP8 R64

Description

Furnish and install guardrail end units in accordance with the details in the plans, the applicable requirements of Section 862 of the *2018 Standard Specifications*, and at locations shown in the plans.

Materials

Furnish guardrail end units listed on the NCDOT [Approved Products List](https://apps.dot.state.nc.us/vendor/approvedproducts/) at <https://apps.dot.state.nc.us/vendor/approvedproducts/> or approved equal.

Prior to installation the Contractor shall submit to the Engineer:

- (A) FHWA acceptance letter for each guardrail end unit certifying it meets the requirements of the AASHTO Manual for Assessing Safety Hardware, Test Level 2 in accordance with Article 106-2 of the *2018 Standard Specifications*.
- (B) Certified working drawings and assembling instructions from the manufacturer for each guardrail end unit in accordance with Article 105-2 of the *2018 Standard Specifications*.

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

Construction Methods

Guardrail end delineation is required on all approach and trailing end sections for both temporary and permanent installations. Guardrail end delineation consists of yellow reflective sheeting applied to the entire end section of the guardrail in accordance with Article 1088-3 of the *2018 Standard Specifications* and is incidental to the cost of the guardrail end unit.

Measurement and Payment

Measurement and payment will be made in accordance with Article 862-6 of the *2018 Standard Specifications*.

Payment will be made under:

Pay Item

Guardrail End Units, Type TL-2

Pay Unit

Each

GUARDRAIL END UNITS, TYPE - TL-3:

(4-20-04) (Rev. 7-1-17)

862

SP8 R65

Description

Furnish and install guardrail end units in accordance with the details in the plans, the applicable requirements of Section 862 of the *2018 Standard Specifications*, and at locations shown in the plans.

Materials

Furnish guardrail end units listed on the NCDOT [Approved Products List](https://apps.dot.state.nc.us/vendor/approvedproducts/) at <https://apps.dot.state.nc.us/vendor/approvedproducts/> or approved equal.

Prior to installation the Contractor shall submit to the Engineer:

- (A) FHWA acceptance letter for each guardrail end unit certifying it meets the requirements of the AASHTO Manual for Assessing Safety Hardware, Test Level 3, in accordance with Article 106-2 of the *2018 Standard Specifications*.
- (B) Certified working drawings and assembling instructions from the manufacturer for each guardrail end unit in accordance with Article 105-2 of the *2018 Standard Specifications*.

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

Construction Methods

Guardrail end delineation is required on all approach and trailing end sections for both temporary and permanent installations. Guardrail end delineation consists of yellow reflective sheeting applied to the entire end section of the guardrail in accordance with Article 1088-3 of the *2018 Standard Specifications* and is incidental to the cost of the guardrail end unit.

Measurement and Payment

Measurement and payment will be made in accordance with Article 862-6 of the *2018 Standard Specifications*.

Payment will be made under:

Pay Item

Guardrail End Units, Type TL-3

Pay Unit

Each

TEMPORARY WOVEN WIRE FENCE:

(7-1-95) (Rev. 1-19-16)

866

SP8 R85

Description

Construct a temporary woven wire fence, posts, gates, and barbed wire at locations shown on the plans.

Materials

Use only fabric and posts that have been approved by the Engineer. Materials shall meet the requirements of Article 866-2 of the *2018 Standard Specifications*.

Construction Methods

Construct the fence in accordance with Subarticle 866-3(C) and the *Roadway Standard Drawing* 866.02. The fence shall be maintained with fabric taut and securely fastened to the posts at all times. Barbed wire shall be installed along the top of the posts and at any ditch locations as determined by the Engineer.

After the fence has served its purpose and is no longer needed, as determined by the Engineer, it will become the property of the Contractor and shall be removed and disposed of by him.

Measurement and Payment

Temporary ___" Woven Wire Fence, Complete with Posts will be measured and paid as the actual number of linear feet of fence constructed and accepted, measured in place from center of end post to center of end post. Such price and payment will be full compensation for all materials, labor, fence maintenance, and incidentals including fence, posts, gates, and barbed wire necessary to satisfactorily complete the work.

Payment will be made under:

Pay Item

Temporary ___" Woven Wire Fence, Complete with Posts

Pay Unit

Linear Foot

BLACK VINYL COATED CHAIN LINK FENCE, 60" FABRIC ON RETAINING WALL:

(7-1-95) (Rev. 7-18-06)

SP8 R80(Rev)

Description

Construct a vinyl coated galvanized steel chain link fence (60" fabric) mounted on vinyl coated galvanized steel posts in accordance with the *Standard Specifications*, plans, and these provisions. Apply the vinyl coating over the galvanizing.

Materials

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

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

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

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

Construction Methods

Erect the vinyl coated chain link fence as indicated on the plans, in accordance with the applicable provisions of Article 866-3 of the *Standard Specifications*, or as directed by the Engineer.

Measurement and Payment

Black Vinyl Coated Chain Link Fence, 60" Fabric will be measured and paid in linear feet, of fence measured in place from center of each post or gate post to center of end post or gate post exclusive of gate sections, that has been completed and accepted.

Black Metal Line Posts, 60" Chain Link Fence, Vinyl Coated will be measured and paid in units of each for the several sizes and kinds of posts actually installed on the project. For extra length metal posts, the actual length of post in place in excess of the standard pay length for each post shall be measured in linear feet, and half of such length shall be converted to an equivalent number of standard length posts of the same size for which a pay item has been established. In converting to equivalent numbers of standard length posts, any fractional portion of a post remaining from the division of a total number of linear feet by a standard post length shall be considered as equal to one post.

Black Metal Terminal Posts, 60" Chain Link Fence, Vinyl Coated will be measured and paid in units of each for all end, corner and brace posts installed on the project.

Payment will be made under:

Pay Item

Black Vinyl Coated Chain Link Fence, 60" Fabric

Black Metal Line Post, 60" Chain Link Fence, Vinyl Coated

Black Metal Terminal Post, 60" Chain Link Fence, Vinyl Coated

Pay Unit

Linear Foot

Each

Each

PEDESTRIAN SAFETY RAIL:**Description**

Furnish and install, the Pedestrian Safety Rail at the location shown in the plans in accordance with the detail in the plans and as directed by the Engineer.

Measurement and Payment

Pedestrian Safety Rail will be measured along the top handrail to the nearest 0.1 of a foot. Such price and payment will be full compensation for fabricating, finishing, installing, welding, painting and all incidentals necessary to satisfactorily install the Pedestrian Safety Rail.

Payment will be made under:

Pay Item

Pedestrian Safety Rail

Pay Item

Linear Foot

THERMOPLASTIC PAVEMENT MARKING MATERIAL – COLOR TESTING:

Revise the 2018 *Standard Specifications* as follows:

Pages 10-183 and 10-184, Subarticle 1087-7(D)(1)(b) Yellow, lines 9-11, delete and replace with the following:

Obtain Color Values Y,x,y per ASTM E1349 using C/2° illuminant/observer.
Results shall be $Y \geq 45\%$, and x,y shall fall within PR#1 chart chromaticity limits.

SNOWPLOWABLE PAVEMENT MARKERS:

3-19-19

1086, 1250, 1253

SP10 R07

Revise the *2018 Standard Specifications* as follows:

Pages 10-177 and 10-178, Subarticle 1086-3 SNOWPLOWABLE PAVEMENT MARKERS, delete items (A), (B) and (C)(1) and replace with the following:

(A) General

Use snowplowable pavement markers evaluated by NTPEP. The snowplowable pavement marker shall consist of a housing with one or more glass or plastic face lens type reflective lenses to provide the required color designation. Shape the housing to deflect a snowplow blade upward in both directions without being damaged. Plastic lens faces shall use an abrasion resistant coating.

Use recycled snowplowable pavement markers that meet all the requirements of new snowplowable pavement markers except Subarticle 1086-3(B)(1). Recycled snowplowable pavement markers with minimal variation in dimensions are acceptable only when the reflector fits in the housing of the recycled snowplowable pavement marker as originally designed.

(B) Housings

(1) Dimensions

The dimension, slope and minimum area of reflecting surface shall conform to dimensions as shown in the plans. The minimum area of each reflecting surface shall be 1.44 sq.in.

(2) Materials

Use snowplowable pavement markers that are on the NCDOT Approved Products List.

(3) Surface

The surface of the housing shall be free of scale, dirt, rust, oil, grease or any other contaminant which might reduce its bond to the epoxy adhesive.

(4) Identification

Mark the housing with the manufacturer's name and model number of marker.

(C) Reflectors

(1) General

Laminate the reflector to an elastomeric pad and attach with adhesive to the housing. The thickness of the elastomeric pad shall be 0.04".

Pages 12-14, Subarticle 1250-3(C) Removal of Existing Pavement Markers, lines 19-29, delete and replace with the following:

Remove the existing raised pavement markers or the snowplowable pavement markers including the housings, before overlaying an existing roadway with pavement. Repair the pavement by filling holes as directed by the Engineer.

When traffic patterns are changed in work zones due to construction or reconstruction, remove all raised pavement markers or snowplowable markers including housings that conflict with the new traffic pattern before switching traffic to the new traffic pattern. Lens removal in lieu of total housing removal is not an acceptable practice for snowplowable markers.

Properly dispose of the removed pavement markers. No direct payment will be made for removal or disposal of existing pavement markers or repair of pavement, as such work will be incidental to other items in the contract.

Pages 12-16 and 12-17, Subarticle 1253-3 CONSTRUCTION METHODS, delete items (A), (B) and (C) and replace with the following:

(A) General

Bond marker housings to the pavement with epoxy adhesive. Mechanically mix and dispense epoxy adhesives as required by the manufacturer's specifications. Place the markers immediately after the adhesive has been mixed and dispensed.

Install snowplowable pavement marker housings into slots sawcut into the pavement. Make slots in the pavement to exactly duplicate the shape of the housing of the snowplowable pavement markers.

Promptly remove all debris resulting from the saw cutting operation from the pavement surface. Install the marker housings within 7 calendar days after saw cutting slots in the pavement. Remove and dispose of loose material from the slots by brushing, blow cleaning or vacuuming. Dry the slots before applying the epoxy adhesive. Fill the cleaned slots totally with epoxy adhesive flush with the surface of the existing pavement. Install snowplowable pavement markers according to the manufacturer's recommendations.

Protect the snowplowable pavement markers until the epoxy has initially cured and is track free.

(B) Reflector Replacement

In the event that a reflector is damaged, replace the damaged reflector by using adhesives and methods recommended by the manufacturer of the markers and approved by the Engineer. This work is considered incidental if damage occurs during the initial installation of the marker housings and maintenance of initial snowplowable markers specified in this section. This work will be paid for under the pay item for the type of reflector replacement if the damage occurred after the initial installation of the snowplowable pavement marker.

Missing housings shall be replaced. Broken housings shall be removed and replaced. In both cases the slot for the housings shall be properly prepared prior to installing the new housing. Removal of broken housings and preparation of slots will be considered incidental to the work of replacing housings.

(C) Recycled Snowplowable Pavement Marker Housings

Use properly refurbished snowplowable pavement marker housings as approved by the Engineer such that approved new reflectors can be installed inside the housings.

TEMPORARY SHORING:

(2-20-07) (Rev. 1-16-18)

SP11 R02

Description

Temporary shoring includes cantilever, braced and anchored shoring and temporary mechanically stabilized earth (MSE) walls. Temporary shoring does not include trench boxes. At the Contractor's option, use any type of temporary shoring unless noted otherwise in the plans or as directed. Design and construct temporary shoring based on actual elevations and shoring dimensions in accordance with the contract and accepted submittals. Construct temporary shoring at locations shown in the plans and as directed. Temporary shoring is required to maintain traffic when a 2:1 (H:V) slope from the top of an embankment or bottom of an excavation will intersect the existing ground line less than 5 feet from the edge of pavement of an open travelway. This provision does not apply to pipe, inlet or utility installation unless noted otherwise in the plans.

Positive protection includes concrete barrier and temporary guardrail. Provide positive protection for temporary shoring at locations shown in the plans and as directed. Positive protection is required if temporary shoring is located in the clear zone in accordance with the *AASHTO Roadside Design Guide*.

(A) Cantilever and Braced Shoring

Cantilever shoring consists of steel sheet piles or H-piles with timber lagging. Braced shoring consists of sheet piles or H-piles with timber lagging and bracing such as beams, plates, walers, struts, rakers, etc. Define "piles" as sheet piles or H-piles.

(B) Anchored Shoring

Anchored shoring consists of sheet piles with walers or H-piles with timber lagging anchored with ground or helical anchors. Driven anchors may be accepted at the discretion of the Engineer. A ground anchor consists of a grouted steel bar or multi-strand tendon with an anchorage. A helical anchor consists of a lead section with a central steel shaft and at least one helix steel plate followed by extensions with only central shafts (no helixes) and an anchorage. Anchorages consist of steel bearing plates with washers and hex nuts for bars or steel wedge plates and wedges for strands. Use a prequalified Anchored Wall Contractor to install ground anchors. Define "anchors" as ground, helical or driven anchors.

(C) Temporary MSE Walls

Temporary MSE walls include temporary geosynthetic and wire walls. Define “temporary wall” as a temporary MSE wall and “Temporary Wall Vendor” as the vendor supplying the temporary MSE wall. Define “reinforcement” as geotextile, geogrid, welded wire grid or metallic strip reinforcement.

Temporary geosynthetic walls consist of geotextile or geogrid reinforcement wrapped behind welded wire facing. Define “temporary geotextile wall” as a temporary geosynthetic wall with geotextile reinforcement and “temporary geogrid wall” as a temporary geosynthetic wall with geogrid reinforcement.

Temporary wire walls consist of welded wire grid or metallic strip reinforcement connected to welded wire facing. Define “Wire Wall Vendor” as the vendor supplying the temporary wire wall.

(D) Embedment

Define “embedment” for cantilever, braced and anchored shoring as the pile depth below the grade in front of shoring. Define “embedment” for temporary walls as the wall height below the grade in front of walls.

(E) Positive Protection

Define “unanchored or anchored portable concrete barrier” as portable concrete barrier (PCB) that meets 2018 Roadway Standard Drawing No. 1170.01. Define “concrete barrier” as unanchored or anchored PCB or an approved equal. Define “temporary guardrail” as temporary steel beam guardrail that meets 2018 Roadway Standard Drawing No. 862.02.

Materials

Refer to the *2018 Standard Specifications*.

Item	Section
Concrete Barrier Materials	1170-2
Flowable Fill, Excavatable	1000-6
Geosynthetics	1056
Neat Cement Grout	1003
Portland Cement Concrete	1000
Select Materials	1016
Steel Beam Guardrail Materials	862-2
Steel Plates	1072-2
Steel Sheet Piles and H-Piles	1084
Untreated Timber	1082-2
Welded Wire Reinforcement	1070-3

Provide Type 6 material certifications for shoring materials in accordance with Article 106-3 of the *2018 Standard Specifications*. Use Class IV select material for temporary guardrail. Use neat cement grout for Type 2 grout for ground anchors. Use Class A concrete that meets Article 450-2 of the *2018 Standard Specifications* or Type 1 grout for drilled-in piles. Provide untreated timber with a thickness of at least 3 inches and a bending stress of at least 1,000 pounds per square inch for timber lagging. Provide steel bracing that meets ASTM A36.

(A) Shoring Backfill

Use Class II, Type 1, Class III, Class V or Class VI select material or material that meets AASHTO M 145 for soil classification A-2-4 with a maximum PI of 6 for shoring backfill except do not use A-2-4 soil for backfill around culverts.

(B) Anchors

Store anchor materials on blocking a minimum of 12 inches above the ground and protect it at all times from damage; and when placing in the work make sure it is free from dirt, dust, loose mill scale, loose rust, paint, oil or other foreign materials. Load, transport, unload and store anchor materials so materials are kept clean and free of damage. Bent, damaged or defective materials will be rejected.

(1) Ground Anchors

Use high-strength deformed steel bars that meet AASHTO M 275 or seven-wire strands that meet ASTM A886 or Article 1070-5 of the *2018 Standard Specifications*. Splice bars in accordance with Article 1070-9 of the *2018 Standard Specifications*. Do not splice strands. Use bondbreakers, spacers and centralizers that meet Article 6.3.5 of the *AASHTO LRFD Bridge Construction Specifications*.

(2) Helical Anchors

Use helical anchors with an ICC Evaluation Service, Inc. (ICC-ES) report. Provide couplers, thread bar adapters and bolts recommended by the Anchor Manufacturer to connect helical anchors together and to piles.

(3) Anchorages

Provide steel plates for bearing plates and steel washers, hex nuts, wedge plates and wedges recommended by the Anchor Manufacturer.

(C) Temporary Walls

(1) Welded Wire Facing

Use welded wire reinforcement for welded wire facing, struts and wires. For temporary wire walls, provide welded wire facing supplied by the Wire Wall Vendor or a manufacturer approved or licensed by the vendor. For temporary wire walls with separate reinforcement and facing components, provide connectors (e.g.,

bars, clamps, plates, etc.) and fasteners (e.g., bolts, nuts, washers, etc.) required by the Wire Wall Vendor.

(2) Geotextiles

Provide Type 2 geotextile for separation and retention geotextiles. Provide Type 5 geotextile for geotextile reinforcement with ultimate tensile strengths in accordance with the accepted submittals.

(3) Geogrid Reinforcement

Use geogrids with a roll width of at least 4 feet and an “approved” or “approved for provisional use” status code. The list of approved geogrids is available from: connect.ncdot.gov/resources/Materials/Pages/Materials-Manual-by-Material.aspx

Provide geogrids for geogrid reinforcement with design strengths in accordance with the accepted submittals. Geogrids are typically approved for ultimate tensile strengths in the machine direction (MD) and cross-machine direction (CD) or short-term design strengths for a 3-year design life in the MD based on material type. Define material type from the website above for shoring backfill as follows:

Material Type	Shoring Backfill
Borrow	A-2-4 Soil
Fine Aggregate	Class II, Type 1 or Class III Select Material
Coarse Aggregate	Class V or VI Select Material

(4) Welded Wire Grid and Metallic Strip Reinforcement

Provide welded wire grid and metallic strip reinforcement supplied by the Wire Wall Vendor or a manufacturer approved or licensed by the vendor. Use welded wire grid reinforcement (“mesh”, “mats” and “ladders”) that meet Article 1070-3 of the *2018 Standard Specifications* and metallic strip reinforcement (“straps”) that meet ASTM A572 or A1011.

Preconstruction Requirements

(A) Concrete Barrier

Define “clear distance” behind concrete barrier as the horizontal distance between the barrier and edge of pavement. The minimum required clear distance for concrete barrier is shown in the plans. At the Contractor’s option or if the minimum required clear distance is not available, set concrete barrier next to and up against traffic side of temporary shoring except for barrier above temporary walls. Concrete barrier with the minimum required clear distance is required above temporary walls.

(B) Temporary Guardrail

Define “clear distance” behind temporary guardrail as the horizontal distance between guardrail posts and temporary shoring. At the Contractor’s option or if clear distance for cantilever, braced and anchored shoring is less than 4 feet, attach guardrail to traffic side of shoring as shown in the plans. Place ABC in clear distance and around guardrail posts instead of pavement. Do not use temporary guardrail above temporary walls.

(C) Temporary Shoring Designs

Before beginning temporary shoring design, survey existing ground elevations in the vicinity of shoring locations to determine actual design heights (H). Submit PDF files of working drawings and design calculations for temporary shoring designs in accordance with Article 105-2 of the *2018 Standard Specifications*. Submit working drawings showing plan views, shoring profiles, typical sections and details of temporary shoring design and construction sequence. Do not begin shoring construction until a design submittal is accepted.

Have cantilever and braced shoring designed, detailed and sealed by an engineer licensed in the state of North Carolina. Use a prequalified Anchored Wall Design Consultant to design anchored shoring. Provide anchored shoring designs sealed by a Design Engineer approved as a Geotechnical Engineer (key person) for an Anchored Wall Design Consultant. Include details in anchored shoring working drawings of anchor locations and lock-off loads, unit grout/ground bond strengths for ground anchors or minimum installation torque and torsional strength rating for helical anchors and if necessary, obstructions extending through shoring or interfering with anchors. Include details in the anchored shoring construction sequence of pile and anchor installation, excavation and anchor testing.

Provide temporary wall designs sealed by a Design Engineer licensed in the state of North Carolina and employed or contracted by the Temporary Wall Vendor. Include details in temporary wall working drawings of geotextile and reinforcement types, locations and directions and obstructions extending through walls or interfering with reinforcement.

(1) Soil Parameters

Design temporary shoring for the assumed soil parameters and groundwater elevations shown in the plans. Assume the following soil parameters for shoring backfill:

(a) Unit weight (γ) = 120 pcf;

(b)	Friction Angle (ϕ)	Shoring Backfill
	30°	A-2-4 Soil
	34°	Class II, Type 1 or Class III Select Material
	38°	Class V or VI Select Material

(c) Cohesion (c) = 0 psf.

(2) Traffic Surcharge

Design temporary shoring for a traffic surcharge of 250 pounds per square foot if traffic will be above and within H of shoring. This traffic surcharge does not apply to construction traffic. Design temporary shoring for any construction surcharge if construction traffic will be above and within H of shoring. For LRFD shoring designs, apply traffic (live load) surcharge in accordance with Figure C11.5.5-3 of the *AASHTO LRFD Bridge Design Specifications*.

(3) Cantilever, Braced and Anchored Shoring Designs

Use shoring backfill for fill sections and voids between cantilever, braced and anchored shoring and the critical failure surface. Use concrete or grout for embedded portions of drilled-in H-piles. Do not use drilled-in sheet piles.

Define “top of shoring” for cantilever, braced and anchored shoring as where the grade intersects the back of sheet piles or H-piles and timber lagging. Design cantilever, braced and anchored shoring for a traffic impact load of 2,000 pounds per foot applied 18 inches above top of shoring if concrete barrier is above and next to shoring or temporary guardrail is above and attached to shoring. For anchored shoring designs, apply traffic impact load as horizontal load (P_{HI}) in accordance with Figure 3.11.6.3-2(a) of the *AASHTO LRFD specifications*.

Extend cantilever, braced and anchored shoring at least 32 inches above top of shoring if shoring is designed for traffic impact. Otherwise, extend shoring at least 6 inches above top of shoring.

Design cantilever, braced and anchored shoring for a maximum deflection of 3 inches if the horizontal distance to the closest edge of pavement or structure is less than H. Otherwise, design shoring for a maximum deflection of 6 inches. Design cantilever and braced shoring in accordance with the plans and *AASHTO Guide Design Specifications for Bridge Temporary Works*.

Design anchored shoring in accordance with the plans and Article 11.9 of the *AASHTO LRFD Bridge Design Specifications*. Use a resistance factor of 0.80 for tensile resistance of anchors with bars, strands or shafts. Extend the unbonded length for ground anchors and the shallowest helix for helical anchors at least 5 feet behind the critical failure surface. Do not extend anchors beyond right-of-way or easement limits. If existing or future obstructions such as foundations, guardrail posts, pavements, pipes, inlets or utilities will interfere with anchors, maintain a clearance of at least 6 inches between obstructions and anchors.

(4) Temporary Wall Designs

Use shoring backfill in the reinforced zone of temporary walls. Separation geotextiles are required between shoring backfill and backfill, natural ground or culverts along the sides of the reinforced zone perpendicular to the wall face. For Class V or VI select material in the reinforced zone, separation geotextiles are also

required between shoring backfill and backfill or natural ground on top of and at the back of the reinforced zone.

Design temporary walls in accordance with the plans and Article 11.10 of the *AASHTO LRFD Bridge Design Specifications*. Embed temporary walls at least 18 inches except for walls on structures or rock as determined by the Engineer. Use a uniform reinforcement length throughout the wall height of at least 0.7H or 6 feet, whichever is longer. Extend the reinforced zone at least 6 inches beyond end of reinforcement. Do not locate the reinforced zone outside right-of-way or easement limits.

Use the simplified method for determining maximum reinforcement loads in accordance with the AASHTO LRFD specifications. For geotextile reinforcement, use geotextile properties approved by the Department or default values in accordance with the AASHTO LRFD specifications. For geogrid reinforcement, use approved geogrid properties available from the website shown elsewhere in this provision. If the website does not list a short-term design strength for an approved geogrid, use a short-term design strength equal to the ultimate tensile strength divided by 3.5 for the geogrid reinforcement. Use geosynthetic properties for the direction reinforcement will be installed, a 3-year design life and shoring backfill to be used in the reinforced zone.

Do not use more than 4 different reinforcement strengths for each temporary geosynthetic wall. Design temporary geotextile walls for a reinforcement coverage ratio (R_c) of 1.0. For temporary geogrid walls with an R_c of less than 1.0, use a maximum horizontal clearance between geogrids of 3 feet and stagger reinforcement so geogrids are centered over gaps in the reinforcement layer below.

For temporary geosynthetic walls, use “L” shaped welded wire facing with 18 to 24 inch long legs. Locate geotextile or geogrid reinforcement so reinforcement layers are at the same level as the horizontal legs of welded wire facing. Use vertical reinforcement spacing equal to facing height. Wrap geotextile or geogrid reinforcement behind welded wire facing and extend reinforcement at least 3 feet back behind facing into shoring backfill.

For temporary wire walls with separate reinforcement and facing components, attach welded wire grid or metallic strip reinforcement to welded wire facing with a connection approved by the Department. For temporary geogrid and wire walls, retain shoring backfill at welded wire facing with retention geotextiles and extend geotextiles at least 3 feet back behind facing into backfill.

(D) Preconstruction Meeting

The Engineer may require a shoring preconstruction meeting to discuss the construction, inspection and testing of the temporary shoring. If required and if this meeting occurs before all shoring submittals have been accepted, additional preconstruction meetings may be required before beginning construction of temporary shoring without accepted submittals. The Resident, District or Bridge Maintenance Engineer, Area Construction

Engineer, Geotechnical Operations Engineer, Contractor and Shoring Contractor Superintendent will attend preconstruction meetings.

Construction Methods

Control drainage during construction in the vicinity of shoring. Direct run off away from shoring and shoring backfill. Contain and maintain backfill and protect material from erosion.

Install positive protection in accordance with the contract and accepted submittals. Use PCB in accordance with Section 1170 of the *2018 Standard Specifications* and 2018 Roadway Standard Drawing No. 1170.01. Use temporary guardrail in accordance with Section 862 of the *2018 Standard Specifications* and 2018 Roadway Standard Drawing Nos. 862.01, 862.02 and 862.03.

(A) Tolerances

Construct shoring with the following tolerances:

- (1) Horizontal wires of welded wire facing are level in all directions,
- (2) Shoring location is within 6 inches of horizontal and vertical alignment shown in the accepted submittals, and
- (3) Shoring plumbness (batter) is not negative and within 2 degrees of vertical.

(B) Cantilever, Braced and Anchored Shoring Installation

If overexcavation behind cantilever, braced or anchored shoring is shown in the accepted submittals, excavate before installing piles. Otherwise, install piles before excavating for shoring. Install cantilever, braced or anchored shoring in accordance with the construction sequence shown in the accepted submittals. Remove piles and if applicable, timber lagging when shoring is no longer needed.

(1) Pile Installation

Install piles with the minimum required embedment and extension in accordance with Subarticles 450-3(D) and 450-3(E) of the *2018 Standard Specifications* except that a pile driving equipment data form is not required. Piles may be installed with a vibratory hammer as approved by the Engineer.

Do not splice sheet piles. Use pile excavation to install drilled-in H-piles. After filling holes with concrete or grout to the elevations shown in the accepted submittals, remove any fluids and fill remaining portions of holes with flowable fill. Cure concrete or grout at least 7 days before excavating.

Notify the Engineer if refusal is reached before pile excavation or driven piles attain the minimum required embedment. When this occurs, a revised design submittal may be required.

(2) Excavation

Excavate in front of piles from the top down in accordance with the accepted submittals. For H-piles with timber lagging and braced and anchored shoring, excavate in staged horizontal lifts with a maximum height of 5 feet. Remove flowable fill and material in between H-piles as needed to install timber lagging. Position lagging with at least 3 inches of contact in the horizontal direction between the lagging and pile flanges. Do not excavate the next lift until timber lagging for the current lift is installed and if applicable, bracing and anchors for the current lift are accepted. Backfill behind cantilever, braced or anchored shoring with shoring backfill.

(3) Anchor Installation

If applicable, install foundations located behind anchored shoring before installing anchors. Fabricate and install ground anchors in accordance with the accepted submittals, Articles 6.4 and 6.5 of the *AASHTO LRFD Bridge Construction Specifications* and the following unless otherwise approved:

- (a) Materials in accordance with this provision are required instead of materials conforming to Articles 6.4 and 6.5.3 of the *AASHTO LRFD Specifications*,
- (b) Encapsulation-protected ground anchors in accordance with Article 6.4.1.2 of the *AASHTO LRFD specifications* are not required, and
- (c) Corrosion protection for unbonded lengths of ground anchors and anchorage covers are not required.
- (d) Measure grout temperature, density and flow during grouting with at least the same frequency grout cubes are made for compressive strength. Perform density and flow field tests in the presence of the Engineer in accordance with American National Standards Institute/American Petroleum Institute Recommended Practice 13B-1 (Section 4, Mud Balance) and ASTM C939 (Flow Cone), respectively.

Install helical anchors in accordance with the accepted submittals and Anchor Manufacturer's instructions. Measure torque during installation and do not exceed the torsional strength rating of the helical anchor. Attain the minimum required installation torque and penetration before terminating anchor installation. When replacing a helical anchor, embed last helix of the replacement anchor at least 3 helix plate diameters past the location of the first helix of the previous anchor.

(4) Anchor Testing

Proof test and lock-off anchors in accordance with the accepted submittals and Article 6.5.5 of the *AASHTO LRFD Bridge Construction Specifications* except for the acceptance criteria in Article 6.5.5.5. For the *AASHTO LRFD specifications*,

“ground anchor” refers to a ground or helical anchor and “tendon” refers to a bar, strand or shaft.

(a) Anchor Acceptance

Anchor acceptance is based in part on the following criteria.

- (i) For ground and helical anchors, total movement is less than 0.04 inches between the 1 and 10 minute readings or less than 0.08 inches between the 6 and 60 minute readings.
- (ii) For ground anchors, total movement at maximum test load exceeds 80% of the theoretical elastic elongation of the unbonded length.

(b) Anchor Test Results

Submit PDF files of anchor test records including movement versus load plots for each load increment within 24 hours of completing each row of anchors. The Engineer will review the test records to determine if the anchors are acceptable.

If the Engineer determines an anchor is unacceptable, revise the anchor design or installation methods. Submit a revised anchored shoring design for acceptance and provide an acceptable anchor with the revised design or installation methods. If required, replace the anchor or provide additional anchors with the revised design or installation methods.

(C) Temporary Wall Installation

Excavate as necessary for temporary walls in accordance with the plans and accepted submittals. If applicable, install foundations located in the reinforced zone before placing shoring backfill or reinforcement unless otherwise approved. Notify the Engineer when foundation excavation is complete. Do not place shoring backfill or reinforcement until excavation dimensions and foundation material are approved.

Erect welded wire facing so the wall position is as shown in the plans and accepted submittals. Set welded wire facing adjacent to each other in the horizontal and vertical direction to completely cover the wall face with facing. Stagger welded wire facing to create a running bond by centering facing over joints in the row below.

Wrap geotextile reinforcement and retention geotextiles behind welded wire facing as shown in the plans and accepted submittals and cover geotextiles with at least 3" of shoring backfill. Overlap adjacent geotextile reinforcement and retention and separation geotextiles at least 18 inches with seams oriented perpendicular to the wall face. Hold geotextiles in place with wire staples or anchor pins as needed.

Place reinforcement within 3 inches of locations shown in the plans and accepted submittals. Before placing shoring backfill, pull reinforcement taut so it is in tension and free of kinks, folds, wrinkles or creases. Install reinforcement with the direction shown in

the plans and accepted submittals. For temporary wire walls with separate reinforcement and facing components, attach welded wire grid or metallic strip reinforcement to welded wire facing as shown in the accepted submittals. Do not splice or overlap reinforcement so seams are parallel to the wall face. Contact the Engineer when unanticipated existing or future obstructions such as foundations, pavements, pipes, inlets or utilities will interfere with reinforcement.

Place shoring backfill in the reinforced zone in 8 to 10 inch thick lifts. Compact A-2-4 soil and Class II, Type 1 and Class III select material in accordance with Subarticle 235-3(C) of the *2018 Standard Specifications*. Use only hand operated compaction equipment to compact backfill within 3 feet of welded wire facing. At a distance greater than 3 feet, compact shoring backfill with at least 4 passes of an 8 to 10 ton vibratory roller in a direction parallel to the wall face. Smooth wheeled or rubber tired rollers are also acceptable for compacting backfill. Do not use sheepsfoot, grid rollers or other types of compaction equipment with feet. Do not displace or damage reinforcement when placing and compacting shoring backfill. End dumping directly on geotextile or geogrid reinforcement is not permitted. Do not operate heavy equipment on reinforcement until it is covered with at least 8 inches of shoring backfill. Replace any damaged reinforcement to the satisfaction of the Engineer.

Backfill for temporary walls outside the reinforced zone in accordance with Article 410-8 of the *2018 Standard Specifications*. Bench temporary walls into the sides of excavations where applicable. For temporary geosynthetic walls with top of wall within 5 feet of finished grade, remove top facing and incorporate top reinforcement layer into fill when placing fill in front of wall. Temporary walls remain in place permanently unless otherwise required.

Measurement and Payment

Temporary Shoring will be measured and paid in square feet. Temporary walls will be measured as the square feet of exposed wall face area. Cantilever, braced or anchored shoring will be measured as the square feet of exposed shoring face area with the shoring height equal to the difference between the top and bottom of shoring elevations. Define “top of shoring” as where the grade intersects the back of sheet piles or H-piles and timber lagging. Define “bottom of shoring” as where the grade intersects front of sheet piles or H-piles and timber lagging. No measurement will be made for any embedment, shoring extension above top of shoring or pavement thickness above temporary walls.

The contract unit price for *Temporary Shoring* will be full compensation for providing shoring designs, submittals and materials, excavating, backfilling, hauling and removing excavated materials and supplying all labor, tools, equipment and incidentals necessary to construct temporary shoring.

No payment will be made for temporary shoring not shown in the plans or required by the Engineer including shoring for OSHA reasons or the Contractor’s convenience. No value engineering proposals will be accepted based solely on revising or eliminating shoring locations shown in the plans or estimated quantities shown in the bid item sheets as a result of actual field measurements or site conditions.

PCB will be measured and paid in accordance with Section 1170 of the *2018 Standard Specifications*. No additional payment will be made for anchoring PCB for temporary shoring. Costs for anchoring PCB will be incidental to temporary shoring.

Temporary guardrail will be measured and paid for in accordance with Section 862 of the *2018 Standard Specifications*.

Payment will be made under:

Pay Item
Temporary Shoring

Pay Unit
Square Foot

EXTRUDED THERMOPLASTIC PAVEMENT MARKING THICKNESS:

3-19-19

1205

SP12 R05

Revise the *2018 Standard Specifications* as follows:

Page 12-6, Subarticle 1205-4(A)(1) General, lines 5-8, delete the second sentence and replace with the following:

Use application equipment that provides multiple width settings ranging from 4 inches to 12 inches and multiple thickness settings to achieve a minimum pavement marking thickness of 0.090 inch above the surface of the pavement.

Page 12-7, Table 1205-3, THICKNESS REQUIREMENTS FOR THERMOPLASTIC, replace with the following:

TABLE 1205-3 MINIMUM THICKNESS REQUIREMENTS FOR THERMOPLASTIC	
Thickness	Location
240 mils	In-lane and shoulder-transverse pavement markings (rumble strips). May be placed in 2 passes.
90 mils	Center lines, skip lines, transverse bands, mini-skip lines, characters, bike lane symbols, crosswalk lines, edge lines, gore lines, diagonals, and arrow symbols

PERMANENT SEEDING AND MULCHING:

(7-1-95)

1660

SP16 R02

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

For all permanent seeding and mulching that is satisfactorily completed in accordance with the requirements of Section 1660 in the *2018 Standard Specifications* and within the following percentages of elapsed contract times, an additional payment will be made to the Contractor as an incentive additive. The incentive additive will be determined by multiplying the number of acres of seeding and mulching satisfactorily completed times the contract unit bid price per acre for Seeding and Mulching times the appropriate percentage additive.

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

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

STANDARD SPECIAL PROVISION
AVAILABILITY OF FUNDS – TERMINATION OF CONTRACTS

(5-20-08)

Z-2

General Statute 143C-6-11. (h) Highway Appropriation is hereby incorporated verbatim in this contract as follows:

(h) Amounts Encumbered. – Transportation project appropriations may be encumbered in the amount of allotments made to the Department of Transportation by the Director for the estimated payments for transportation project contract work to be performed in the appropriation fiscal year. The allotments shall be multiyear allotments and shall be based on estimated revenues and shall be subject to the maximum contract authority contained in *General Statute 143C-6-11(c)*. Payment for transportation project work performed pursuant to contract in any fiscal year other than the current fiscal year is subject to appropriations by the General Assembly. Transportation project contracts shall contain a schedule of estimated completion progress, and any acceleration of this progress shall be subject to the approval of the Department of Transportation provided funds are available. The State reserves the right to terminate or suspend any transportation project contract, and any transportation project contract shall be so terminated or suspended if funds will not be available for payment of the work to be performed during that fiscal year pursuant to the contract. In the event of termination of any contract, the contractor shall be given a written notice of termination at least 60 days before completion of scheduled work for which funds are available. In the event of termination, the contractor shall be paid for the work already performed in accordance with the contract specifications.

Payment will be made on any contract terminated pursuant to the special provision in accordance with Subarticle 108-13(D) of the *2018 Standard Specifications*.

STANDARD SPECIAL PROVISION
NCDOT GENERAL SEED SPECIFICATION FOR SEED QUALITY

(5-17-11)

Z-3

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

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

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

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

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

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

Seed of Pensacola Bahiagrass shall not contain more than 7% inert matter, Kentucky Bluegrass, Centipede and Fine or Hard Fescue shall not contain more than 5% inert matter whereas a maximum of 2% inert matter will be allowed on all other kinds of seed. In addition, all seed shall

not contain more than 2% other crop seed nor more than 1% total weed seed. The germination rate as tested by the North Carolina Department of Agriculture shall not fall below 70%, which includes both dormant and hard seed. Seed shall be labeled with not more than 7%, 5% or 2% inert matter (according to above specifications), 2% other crop seed and 1% total weed seed.

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

FURTHER SPECIFICATIONS FOR EACH SEED GROUP ARE GIVEN BELOW:

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

Sericea Lespedeza
Oats (seeds)

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

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

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

Common or Sweet Sundangrass

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

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

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

Centipedegrass	Japanese Millet
Crownvetch	Reed Canary Grass
Pensacola Bahiagrass	Zoysia
Creeping Red Fescue	

Minimum 70% pure live seed; maximum 1% total weed seed; maximum 2% total other crop seed; maximum 5% inert matter; maximum 144 restricted noxious weed seed per pound.

Barnyard Grass
Big Bluestem
Little Bluestem
Bristly Locust
Birdsfoot Trefoil
Indiangrass
Orchardgrass
Switchgrass
Yellow Blossom Sweet Clover

STANDARD SPECIAL PROVISION**ERRATA**

(10-16-18) (Rev.1-15-19)

Z-4

Revise the *2018 Standard Specifications* as follows:

Division 6

Page 6-7, Article 609-1 DESCRIPTION, line 29, replace article number “609-10” with “609-9”.

Division 7

Page 7-27, Article 725-1 MEASUREMENT AND PAYMENT, line 4, replace article number “725-1” with “724-4”.

Page 7-28, Article 725-1 MEASUREMENT AND PAYMENT, line 10, replace article number “725-1” with “725-3”.

Division 10

Page 10-78, Article 1056-4 GEOTEXTILES, TABLE 1056-1, Permittivity, Type 2, replace “Table 6^D” with “Table 7^D” and **Permittivity, Type 3^B,** replace “Table 7^D” with “Table 8^D”.

Page 10-162, Article 1080-50 PAINT FOR VERTICAL MARKERS, line 1, replace article number “1080-50” with “1080-10”.

Page 10-162, Article 1080-61 EPOXY RESIN FOR REINFORCING STEEL, line 5, replace article number “1080-61” with “1080-11”.

Page 10-162, Article 1080-72 ABRASIVE MATERIALS FOR BLAST CLEANING STEEL, line 22, replace article number “1080-72” with “1080-12”.

Page 10-163, Article 1080-83 FIELD PERFORMANCE AND SERVICES, line 25, replace article number “1080-83” with “1080-13”.

Division 17

Page 17-15, Article 1715-4 MEASUREMENT AND PAYMENT, lines 42-44, replace the second sentence with the following:

An example is an installation of a single 1.25 inch HDPE conduit would be paid as:

Directional Drill (1)(1.25”) Linear Foot

STANDARD SPECIAL PROVISION**PLANT AND PEST QUARANTINES****(Imported Fire Ant, Gypsy Moth, Witchweed, Emerald Ash Borer, Guava Root Knot Nematode, And Other Noxious Weeds)**

(3-18-03) (Rev. 5-21-19)

Z-04a

Within Quarantined Area

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

Originating in a Quarantined County

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

Contact

Contact the N.C. Department of Agriculture/United States Department of Agriculture at 1-800-206-9333, 919-707-3730, or <https://www.ncagr.gov/plantindustry/Plant/quaran/table2.htm> 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, emerald ash borer, guava root knot nematode, or other noxious weeds.

STANDARD SPECIAL PROVISION**TITLE VI AND NONDISCRIMINATION:**

(6-28-77)(Rev 6/19/2018)

Z-6

Revise the *2018 Standard Specifications* as follows:

Replace Article 103-4(B) with the following:

The North Carolina Department of Transportation is committed to carrying out the U.S. Department of Transportation's policy of ensuring nondiscrimination in the award and administration of contracts.

The provisions of this section related to United States Department of Transportation (US DOT) Order 1050.2A, Title 49 Code of Federal Regulations (CFR) part 21, 23 United States Code (U.S.C.) 140 and 23 CFR part 200 (or 49 CFR 303, 49 U.S.C. 5332 or 49 U.S.C. 47123) are applicable to all North Carolina Department of Transportation (NCDOT) contracts and to all related subcontracts, material supply, engineering, architectural and other service contracts, regardless of dollar amount. Any Federal provision that is specifically required not specifically set forth is hereby incorporated by reference.

(1) **Title VI Assurances (USDOT Order 1050.2A, Appendix A)**

During the performance of this contract, the contractor, for itself, its assignees, and successors in interest (hereinafter referred to as the "contractor") agrees as follows:

(a) Compliance with Regulations

The contractor (hereinafter includes consultants) shall comply with the Acts and the Regulations relative to Nondiscrimination in Federally-assisted programs of the U.S. Department of Transportation, Federal Highway Administration (FHWA), as they may be amended from time to time, which are herein incorporated by reference and made a part of this contract.

(b) Nondiscrimination

The contractor, with regard to the work performed by it during the contract, shall not discriminate on the grounds of race, color, or national origin in the selection and retention of subcontractors, including procurements of materials and leases of equipment. The contractor shall not participate directly or indirectly in the discrimination prohibited by the Acts and the Regulations, including employment practices when the contract covers any activity, project, or program set forth in Appendix B of 49 CFR Part 21.

(c) Solicitations for Subcontractors, Including Procurements of Materials and Equipment

In all solicitations, either by competitive bidding, or negotiation made by the contractor for work to be performed under a subcontract, including procurements of materials, or leases of equipment, each potential subcontractor or supplier shall be notified by the contractor of the contractor's obligations under this contract and the Acts and the Regulations relative to Nondiscrimination on the grounds of race, color, or national origin.

(d) Information and Reports

The contractor shall provide all information and reports required by the Acts, the Regulations, and directives issued pursuant thereto and shall permit access to its books, records, accounts, other sources of information, and its facilities as may be determined by the Recipient or the FHWA to be pertinent to ascertain compliance with such Acts,

Regulations, and instructions. Where any information required of a contractor is in the exclusive possession of another who fails or refuses to furnish the information, the contractor shall so certify to the Recipient or the FHWA, as appropriate, and shall set forth what efforts it has made to obtain the information.

(e) Sanctions for Noncompliance:

In the event of a contractor's noncompliance with the Non-discrimination provisions of this contract, the Recipient will impose such contract sanctions as it and/or the FHWA may determine to be appropriate, including, but not limited to:

- (i) Withholding payments to the contractor under the contract until the contractor complies; and/or
- (ii) Cancelling, terminating, or suspending a contract, in whole or in part.

(f) Incorporation of Provisions

The contractor shall include the provisions of paragraphs (a) through (f) in every subcontract, including procurements of materials and leases of equipment, unless exempt by the Acts, the Regulations and directives issued pursuant thereto. The contractor shall take action with respect to any subcontract or procurement as the Recipient or the FHWA may direct as a means of enforcing such provisions including sanctions for noncompliance. Provided, that if the contractor becomes involved in, or is threatened with litigation by a subcontractor, or supplier because of such direction, the contractor may request the Recipient to enter into any litigation to protect the interests of the Recipient. In addition, the contractor may request the United States to enter into the litigation to protect the interests of the United States.

(2) **Title VI Nondiscrimination Program (23 CFR 200.5(p))**

The North Carolina Department of Transportation (NCDOT) has assured the USDOT that, as a condition to receiving federal financial assistance, NCDOT will comply with Title VI of the Civil Rights Act of 1964 and all requirements imposed by Title 49 CFR part 21 and related nondiscrimination authorities to ensure that no person shall, on the ground of race, color, national origin, limited English proficiency, sex, age, or disability (including religion/creed or income-level, where applicable), be excluded from participation in, be denied the benefits of, or be subjected to discrimination under any programs, activities, or services conducted or funded by NCDOT. Contractors and other organizations under contract or agreement with NCDOT must also comply with Title VI and related authorities, therefore:

(a) During the performance of this contract or agreement, contractors (e.g., subcontractors, consultants, vendors, prime contractors) are responsible for complying with NCDOT's Title VI Program. Contractors are not required to prepare or submit Title VI Programs. To comply with this section, the prime contractor shall:

1. Post NCDOT's Notice of Nondiscrimination and the Contractor's own Equal Employment Opportunity (EEO) Policy in conspicuous locations accessible to all employees, applicants and subcontractors on the jobsite.
2. Physically incorporate the required Title VI clauses into all subcontracts on federally-assisted and state-funded NCDOT projects, and ensure inclusion by subcontractors into all lower-tier subcontracts.
3. Required Solicitation Language. The Contractor shall include the following notification in all solicitations for bids and requests for work or material, regardless of funding source:

“The North Carolina Department of Transportation, in accordance with the provisions of Title VI of the Civil Rights Act of 1964 (78 Stat. 252, 42 U.S.C. §§

2000d to 2000d-4) and the Regulations, hereby notifies all bidders that it will affirmatively ensure that any contract entered into pursuant to this advertisement, disadvantaged business enterprises will be afforded full and fair opportunity to submit bids in response to this invitation and will not be discriminated against on the grounds of race, color, or national origin in consideration for an award. In accordance with other related nondiscrimination authorities, bidders and contractors will also not be discriminated against on the grounds of sex, age, disability, low-income level, creed/religion, or limited English proficiency in consideration for an award.”

4. Physically incorporate the FHWA-1273, in its entirety, into all subcontracts and subsequent lower tier subcontracts on Federal-aid highway construction contracts only.
 5. Provide language assistance services (i.e., written translation and oral interpretation), free of charge, to LEP employees and applicants. Contact NCDOT OCR for further assistance, if needed.
 6. For assistance with these Title VI requirements, contact the NCDOT Title VI Nondiscrimination Program at 1-800-522-0453.
- (b) Subrecipients (e.g. cities, counties, LGAs, planning organizations) may be required to prepare and submit a Title VI Plan to NCDOT, including Title VI Assurances and/or agreements. Subrecipients must also ensure compliance by their contractors and subrecipients with Title VI. (23 CFR 200.9(b)(7))
- (c) If reviewed or investigated by NCDOT, the contractor or subrecipient agrees to take affirmative action to correct any deficiencies found within a reasonable time period, not to exceed 90 calendar days, unless additional time is granted by NCDOT. (23 CFR 200.9(b)(15))
- (d) The Contractor is responsible for notifying subcontractors of NCDOT’s External Discrimination Complaints Process.
1. Applicability
Title VI and related laws protect participants and beneficiaries (e.g., members of the public and contractors) from discrimination by NCDOT employees, subrecipients and contractors, regardless of funding source.
 2. Eligibility
Any person—or class of persons—who believes he/she has been subjected to discrimination based on race, color, national origin, Limited English Proficiency (LEP), sex, age, or disability (and religion in the context of employment, aviation, or transit) may file a written complaint. The law also prohibits intimidation or retaliation of any sort.
 3. Time Limits and Filing Options
Complaints may be filed by the affected individual(s) or a representative and must be filed no later than 180 calendar days after the following:
 - (i) The date of the alleged act of discrimination; or
 - (ii) The date when the person(s) became aware of the alleged discrimination; or
 - (iii) Where there has been a continuing course of conduct, the date on which that conduct was discontinued or the latest instance of the conduct.Title VI and related discrimination complaints may be submitted to the following entities:

- North Carolina Department of Transportation, Office of Civil Rights, Title VI Program, 1511 Mail Service Center, Raleigh, NC 27699-1511; toll free 1-800-522-0453
 - Federal Highway Administration, North Carolina Division Office, 310 New Bern Avenue, Suite 410, Raleigh, NC 27601, 919-747-7010
 - US Department of Transportation, Departmental Office of Civil Rights, External Civil Rights Programs Division, 1200 New Jersey Avenue, SE, Washington, DC 20590; 202-366-4070
4. Format for Complaints
Complaints must be in writing and signed by the complainant(s) or a representative, and include the complainant's name, address, and telephone number. Complaints received by fax or e-mail will be acknowledged and processed. Allegations received by telephone will be reduced to writing and provided to the complainant for confirmation or revision before processing. Complaints will be accepted in other languages, including Braille.
5. Discrimination Complaint Form
Contact NCDOT Civil Rights to receive a full copy of the Discrimination Complaint Form and procedures.
6. Complaint Basis
Allegations must be based on issues involving race, color, national origin (LEP), sex, age, disability, or religion (in the context of employment, aviation or transit). "Basis" refers to the complainant's membership in a protected group category.

**TABLE 103-1
COMPLAINT BASIS**

Protected Categories	Definition	Examples	Applicable Nondiscrimination Authorities
Race and Ethnicity	An individual belonging to one of the accepted racial groups; or the perception, based usually on physical characteristics that a person is a member of a racial group	Black/African American, Hispanic/Latino, Asian, American Indian/Alaska Native, Native Hawaiian/Pacific Islander, White	Title VI of the Civil Rights Act of 1964; 49 CFR Part 21; 23 CFR 200; 49 U.S.C. 5332(b); 49 U.S.C. 47123. (<i>Executive Order 13166</i>)
Color	Color of skin, including shade of skin within a racial group	Black, White, brown, yellow, etc.	
National Origin (<i>Limited English Proficiency</i>)	Place of birth. Citizenship is not a factor. (<i>Discrimination based on language or a person's accent is also covered</i>)	Mexican, Cuban, Japanese, Vietnamese, Chinese	
Sex	Gender. The sex of an individual. <i>Note: Sex under this program does not include sexual orientation.</i>	Women and Men	1973 Federal-Aid Highway Act; 49 U.S.C. 5332(b); 49 U.S.C. 47123.
Age	Persons of any age	21-year-old person	Age Discrimination Act of 1975 49 U.S.C. 5332(b); 49 U.S.C. 47123.
Disability	Physical or mental impairment, permanent or temporary, or perceived.	Blind, alcoholic, para-amputee, epileptic, diabetic, arthritic	Section 504 of the Rehabilitation Act of 1973; Americans with Disabilities Act of 1990

<p>Religion (in the context of employment) <i>(Religion/ Creed in all aspects of any aviation or transit-related construction)</i></p>	<p>An individual belonging to a religious group; or the perception, based on distinguishable characteristics that a person is a member of a religious group. In practice, actions taken as a result of the moral and ethical beliefs as to what is right and wrong, which are sincerely held with the strength of traditional religious views. Note: Does not have to be associated with a recognized religious group or church; if an individual sincerely holds to the belief, it is a protected religious practice.</p>	<p>Muslim, Christian, Sikh, Hindu, etc.</p>	<p>Title VII of the Civil Rights Act of 1964; 23 CFR 230; FHWA-1273 Required Contract Provisions. (49 U.S.C. 5332(b); 49 U.S.C. 47123)</p>
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(3) Pertinent Nondiscrimination Authorities

During the performance of this contract, the contractor, for itself, its assignees, and successors in interest agrees to comply with the following non-discrimination statutes and authorities, including, but not limited to:

- (a) Title VI of the Civil Rights Act of 1964 (42 U.S.C. § 2000d et seq., 78 stat. 252), (prohibits discrimination on the basis of race, color, national origin); and 49 CFR Part 21.
- (b) The Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970, (42 U.S.C. § 4601), (prohibits unfair treatment of persons displaced or whose property has been acquired because of Federal or Federal-aid programs and projects);
- (c) Federal-Aid Highway Act of 1973, (23 U.S.C. § 324 et seq.), (prohibits discrimination on the basis of sex);
- (d) Section 504 of the Rehabilitation Act of 1973, (29 U.S.C. § 794 et seq.), as amended, (prohibits discrimination on the basis of disability) and 49 CFR Part 27;
- (e) The Age Discrimination Act of 1975, as amended, (42 U.S.C. § 6101 et seq.), (prohibits discrimination on the basis of age);
- (f) Airport and Airway Improvement Act of 1982, (49 USC § 471, Section 47123), as amended, (prohibits discrimination based on race, creed, color, national origin, or sex);
- (g) The Civil Rights Restoration Act of 1987, (PL 100-209), (Broadened the scope, coverage and applicability of Title VI of the Civil Rights Act of 1964, The Age Discrimination Act of 1975 and Section 504 of the Rehabilitation Act of 1973, by expanding the definition of the terms "programs or activities" to include all of the programs or activities of the Federal-aid recipients, sub-recipients and contractors, whether such programs or activities are Federally funded or not);
- (h) Titles II and III of the Americans with Disabilities Act, which prohibit discrimination on the basis of disability in the operation of public entities, public and private transportation systems, places of public accommodation, and certain testing entities (42 U.S.C. §§ 12131-12189) as implemented by Department of Transportation regulations at 49 C.F.R. parts 37 and 38;
- (i) The Federal Aviation Administration's Nondiscrimination statute (49 U.S.C. § 47123) (prohibits discrimination on the basis of race, color, national origin, and sex);
- (j) Executive Order 12898, Federal Actions to Address Environmental Justice in Minority Populations and Low-Income Populations, which ensures Nondiscrimination against minority populations by discouraging programs, policies, and activities with

disproportionately high and adverse human health or environmental effects on minority and low-income populations;

- (k) Executive Order 13166, Improving Access to Services for Persons with Limited English Proficiency, and resulting agency guidance, national origin discrimination includes discrimination because of Limited English proficiency (LEP). To ensure compliance with Title VI, you must take reasonable steps to ensure that LEP persons have meaningful access to your programs (70 Fed. Reg. at 74087 to 74100);
- (l) Title IX of the Education Amendments of 1972, as amended, which prohibits you from discriminating because of sex in education programs or activities (20 U.S.C. 1681 et seq).
- (m) Title VII of the Civil Rights Act of 1964 (42 U.S.C. § 2000e et seq., Pub. L. 88-352), (prohibits employment discrimination on the basis of race, color, religion, sex, or national origin).

(4) Additional Title VI Assurances

***The following Title VI Assurances (Appendices B, C and D) shall apply, as applicable*

(a) Clauses for Deeds Transferring United States Property (1050.2A, Appendix B)

The following clauses will be included in deeds effecting or recording the transfer of real property, structures, or improvements thereon, or granting interest therein from the United States pursuant to the provisions of Assurance 4.

NOW, THEREFORE, the U.S. Department of Transportation as authorized by law and upon the condition that the North Carolina Department of Transportation (NCDOT) will accept title to the lands and maintain the project constructed thereon in accordance with the North Carolina General Assembly, the Regulations for the Administration of the Federal-Aid Highway Program, and the policies and procedures prescribed by the Federal Highway Administration of the U.S. Department of Transportation in accordance and in compliance with all requirements imposed by Title 49, Code of Federal Regulations, U.S. Department of Transportation, Subtitle A, Office of the Secretary, Part 21, Nondiscrimination in Federally-assisted programs of the U.S. Department of Transportation pertaining to and effectuating the provisions of Title VI of the Civil Rights Act of 1964 (78 Stat. 252; 42 U.S.C. § 2000d to 2000d-4), does hereby remise, release, quitclaim and convey unto the NCDOT all the right, title and interest of the U.S. Department of Transportation in and to said lands described in Exhibit A attached hereto and made a part hereof.

(HABENDUM CLAUSE)

TO HAVE AND TO HOLD said lands and interests therein unto the North Carolina Department of Transportation (NCDOT) and its successors forever, subject, however, to the covenants, conditions, restrictions and reservations herein contained as follows, which will remain in effect for the period during which the real property or structures are used for a purpose for which Federal financial assistance is extended or for another purpose involving the provision of similar services or benefits and will be binding on the NCDOT, its successors and assigns.

The NCDOT, in consideration of the conveyance of said lands and interests in lands, does hereby covenant and agree as a covenant running with the land for itself, its successors and assigns, that (1) no person will on the grounds of race, color, or national origin, be excluded from participation in, be denied the benefits of, or be otherwise subjected to discrimination with regard to any facility located wholly or in part on, over, or under such lands hereby conveyed [,] [and]* (2) that the NCDOT will use the lands and interests in lands and interests in lands so conveyed, in compliance with all requirements imposed by or pursuant to Title 49, Code of Federal Regulations, U.S. Department of Transportation, Subtitle A, Office of the Secretary, Part 21, Non-discrimination in Federally-assisted programs of the U.S. Department of Transportation, Effectuation of Title VI of the Civil Rights Act of 1964, and as said Regulations and Acts may be amended [, and (3) that in the event of breach of any of the above-mentioned nondiscrimination conditions, the Department will have a right to enter or re-enter said lands and facilities on said land, and that above described land and facilities will thereon revert to and vest in and become the absolute property of the U.S. Department of Transportation and its assigns as such interest existed prior to this instruction].*

(*Reverter clause and related language to be used only when it is determined that such a clause is necessary in order to make clear the purpose of Title VI.)

(b) Clauses for Transfer of Real Property Acquired or Improved Under the Activity, Facility, or Program (1050.2A, Appendix C)

The following clauses will be included in deeds, licenses, leases, permits, or similar instruments entered into by the North Carolina Department of Transportation (NCDOT) pursuant to the provisions of Assurance 7(a):

1. The (grantee, lessee, permittee, etc. as appropriate) for himself/herself, his/her heirs, personal representatives, successors in interest, and assigns, as a part of the consideration hereof, does hereby covenant and agree [in the case of deeds and leases add "as a covenant running with the land"] that:
 - (i.) In the event facilities are constructed, maintained, or otherwise operated on the property described in this (deed, license, lease, permit, etc.) for a purpose for which a U.S. Department of Transportation activity, facility, or program is extended or for another purpose involving the provision of similar services or benefits, the (grantee, licensee, lessee, permittee, etc.) will maintain and operate such facilities and services in compliance with all requirements imposed by the Acts and Regulations (as may be amended) such that no person on the grounds of race, color, or national origin, will be excluded from participation in, denied the benefits of, or be otherwise subjected to discrimination in the use of said facilities.
2. With respect to licenses, leases, permits, etc., in the event of breach of any of the above Nondiscrimination covenants, the NCDOT will have the right to terminate the (lease, license, permit, etc.) and to enter, re-enter, and repossess said lands and facilities thereon, and hold the same as if the (lease, license, permit, etc.) had never been made or issued. *
3. With respect to a deed, in the event of breach of any of the above Nondiscrimination covenants, the NCDOT will have the right to enter or re-enter the lands and facilities thereon, and the above described lands and facilities will there upon revert to and vest in and become the absolute property of the NCDOT and its assigns. *

- (*Reverter clause and related language to be used only when it is determined that such a clause is necessary to make clear the purpose of Title VI.)
- (c) Clauses for Construction/Use/Access to Real Property Acquired Under the Activity, Facility or Program (1050.2A, Appendix D)

The following clauses will be included in deeds, licenses, permits, or similar instruments/ agreements entered into by the North Carolina Department of Transportation (NCDOT) pursuant to the provisions of Assurance 7(b):

1. The (grantee, licensee, permittee, etc., as appropriate) for himself/herself, his/her heirs, personal representatives, successors in interest, and assigns, as a part of the consideration hereof, does hereby covenant and agree (in the case of deeds and leases add, "as a covenant running with the land") that (1) no person on the ground of race, color, or national origin, will be excluded from participation in, denied the benefits of, or be otherwise subjected to discrimination in the use of said facilities, (2) that in the construction of any improvements on, over, or under such land, and the furnishing of services thereon, no person on the ground of race, color, or national origin, will be excluded from participation in, denied the benefits of, or otherwise be subjected to discrimination, (3) that the (grantee, licensee, lessee, permittee, etc.) will use the premises in compliance with all other requirements imposed by or pursuant to the Acts and Regulations, as amended, set forth in this Assurance.
2. With respect to (licenses, leases, permits, etc.), in the event of breach of any of the above Non-discrimination covenants, the NCDOT will have the right to terminate the (license, permit, etc., as appropriate) and to enter or re-enter and repossess said land and the facilities thereon, and hold the same as if said (license, permit, etc., as appropriate) had never been made or issued. *
3. With respect to deeds, in the event of breach of any of the above Nondiscrimination covenants, the NCDOT will there upon revert to and vest in and become the absolute property of the NCDOT and its assigns. *

(*Reverter clause and related language to be used only when it is determined that such a clause is necessary to make clear the purpose of Title VI.)

STANDARD SPECIAL PROVISION**MINORITY AND FEMALE EMPLOYMENT REQUIREMENTS**

Z-7

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

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

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

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

Guilford 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%

STANDARD SPECIAL PROVISION**REQUIRED CONTRACT PROVISIONS FEDERAL - AID CONSTRUCTION CONTRACTS**

FHWA - 1273 Electronic Version - May 1, 2012

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- I. General
- II. Nondiscrimination
- III. Nonsegregated Facilities
- IV. Davis-Bacon and Related Act Provisions
- V. Contract Work Hours and Safety Standards Act Provisions
- VI. Subletting or Assigning the Contract
- VII. Safety: Accident Prevention
- VIII. False Statements Concerning Highway Projects
- IX. Implementation of Clean Air Act and Federal Water Pollution Control Act
- X. Compliance with Governmentwide Suspension and Debarment Requirements
- XI. Certification Regarding Use of Contract Funds for Lobbying

ATTACHMENTS

- A. Employment and Materials Preference for Appalachian Development Highway System or Appalachian Local Access Road Contracts (included in Appalachian contracts only)

I. GENERAL

1. Form FHWA-1273 must be physically incorporated in each construction contract funded under Title 23 (excluding emergency contracts solely intended for debris removal). The contractor (or subcontractor) must insert this form in each subcontract and further require its inclusion in all lower tier subcontracts (excluding purchase orders, rental agreements and other agreements for supplies or services).
The applicable requirements of Form FHWA-1273 are incorporated by reference for work done under any purchase order, rental agreement or agreement for other services. The prime contractor shall be responsible for compliance by any subcontractor, lower-tier subcontractor or service provider.
Form FHWA-1273 must be included in all Federal-aid design-build contracts, in all subcontracts and in lower tier subcontracts (excluding subcontracts for design services, purchase orders, rental agreements and other agreements for supplies or services). The design-builder shall be responsible for compliance by any subcontractor, lower-tier subcontractor or service provider.
Contracting agencies may reference Form FHWA-1273 in bid proposal or request for proposal documents, however, the Form FHWA-1273 must be physically incorporated (not referenced) in all contracts, subcontracts and lower-tier subcontracts (excluding purchase orders, rental agreements and other agreements for supplies or services related to a construction contract).
2. Subject to the applicability criteria noted in the following sections, these contract provisions shall apply to all work performed on the contract by the contractor's own organization and with the assistance of workers under the contractor's immediate superintendence and to all work performed on the contract by piecework, station work, or by subcontract.
3. A breach of any of the stipulations contained in these Required Contract Provisions may be sufficient grounds for withholding of progress payments, withholding of final payment, termination of the contract, suspension / debarment or any other action determined to be appropriate by the contracting agency and FHWA.
4. Selection of Labor: During the performance of this contract, the contractor shall not use convict labor for any purpose within the limits of a construction project on a Federal-aid highway unless it is labor performed by convicts who are on parole, supervised release, or probation. The term Federal-aid highway does not include roadways functionally classified as local roads or rural minor collectors.

II. NONDISCRIMINATION

The provisions of this section related to 23 CFR Part 230 are applicable to all Federal-aid construction contracts and to all related construction subcontracts of \$10,000 or more. The provisions of 23 CFR Part 230 are not applicable to material supply, engineering, or architectural service contracts.

In addition, the contractor and all subcontractors must comply with the following policies: Executive Order 11246, 41 CFR 60, 29 CFR 1625-1627, Title 23 USC Section 140, the Rehabilitation Act of 1973, as amended (29 USC 794), Title VI of the Civil Rights Act of 1964, as amended, and related regulations including 49 CFR Parts 21, 26 and 27; and 23 CFR Parts 200, 230, and 633.

The contractor and all subcontractors must comply with: the requirements of the Equal Opportunity Clause in 41 CFR 60-1.4(b) and, for all construction contracts exceeding \$10,000, the Standard Federal Equal Employment Opportunity Construction Contract Specifications in 41 CFR 60-4.3.

Note: The U.S. Department of Labor has exclusive authority to determine compliance with Executive Order 11246 and the policies of the Secretary of Labor including 41 CFR 60, and 29 CFR 1625-1627. The contracting agency and the FHWA have the authority and the responsibility to ensure compliance with Title 23 USC Section 140, the Rehabilitation Act of 1973, as amended (29 USC 794), and Title VI of the Civil Rights Act of 1964, as amended, and related regulations including 49 CFR Parts 21, 26 and 27; and 23 CFR Parts 200, 230, and 633.

The following provision is adopted from 23 CFR 230, Appendix A, with appropriate revisions to conform to the U.S. Department of Labor (US DOL) and FHWA requirements.

1. **Equal Employment Opportunity:** Equal employment opportunity (EEO) requirements not to discriminate and to take affirmative action to assure equal opportunity as set forth under laws, executive orders, rules, regulations (28 CFR 35, 29 CFR 1630, 29 CFR 1625-1627, 41 CFR 60 and 49 CFR 27) and orders of the Secretary of Labor as modified by the provisions prescribed herein, and imposed pursuant to 23 U.S.C. 140 shall constitute the EEO and specific affirmative action standards for the contractor's project activities under this contract. The provisions of the Americans with Disabilities Act of 1990 (42 U.S.C. 12101 et seq.) set forth under 28 CFR 35 and 29 CFR 1630 are incorporated by reference in this contract. In the execution of this contract, the contractor agrees to comply with the following minimum specific requirement activities of EEO:
 - a. The contractor will work with the contracting agency and the Federal Government to ensure that it has made every good faith effort to provide equal opportunity with respect to all of its terms and conditions of employment and in their review of activities under the contract.
 - b. The contractor will accept as its operating policy the following statement:

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

2. **EEO Officer:** The contractor will designate and make known to the contracting officers an EEO Officer who will have the responsibility for and must be capable of effectively administering and promoting an active EEO program and who must be assigned adequate authority and responsibility to do so.
3. **Dissemination of Policy:** All members of the contractor's staff who are authorized to hire, supervise, promote, and discharge employees, or who recommend such action, or who are substantially involved in such action, will be made fully cognizant of, and will implement, the contractor's EEO policy and contractual responsibilities to provide EEO in each grade and classification of employment. To ensure that the above agreement will be met, the following actions will be taken as a minimum:
 - a. Periodic meetings of supervisory and personnel office employees will be conducted before the start of work and then not less often than once every six months, at which time the contractor's EEO policy and its implementation will be reviewed and explained. The meetings will be conducted by the EEO Officer.
 - b. All new supervisory or personnel office employees will be given a thorough indoctrination by the EEO Officer, covering all major aspects of the contractor's EEO obligations within thirty days following their reporting for duty with the contractor.
 - c. All personnel who are engaged in direct recruitment for the project will be instructed by the EEO Officer in the contractor's procedures for locating and hiring minorities and women.
 - d. Notices and posters setting forth the contractor's EEO policy will be placed in areas readily accessible to employees, applicants for employment and potential employees.
 - e. The contractor's EEO policy and the procedures to implement such policy will be brought to the attention of employees by means of meetings, employee handbooks, or other appropriate means.
4. **Recruitment:** When advertising for employees, the contractor will include in all advertisements for employees the notation: "An Equal Opportunity Employer." All such advertisements will be placed in publications having a large circulation among minorities and women in the area from which the project work force would normally be derived.
 - a. The contractor will, unless precluded by a valid bargaining agreement, conduct systematic and direct recruitment through public and private employee referral sources likely to yield qualified minorities and women. To meet this requirement, the contractor will identify sources of potential minority group employees, and establish with such identified sources procedures whereby minority and women applicants may be referred to the contractor for employment consideration.
 - b. In the event the contractor has a valid bargaining agreement providing for exclusive hiring hall referrals, the contractor is expected to observe the provisions of that agreement to the extent that the system meets the contractor's compliance with EEO contract provisions. Where implementation of such an agreement has the effect of discriminating against minorities or women, or obligates the contractor to do the same, such implementation violates Federal nondiscrimination provisions.
 - c. The contractor will encourage its present employees to refer minorities and women as applicants for employment. Information and procedures with regard to referring such applicants will be discussed with employees.
5. **Personnel Actions:** Wages, working conditions, and employee benefits shall be established and administered, and personnel actions of every type, including hiring, upgrading, promotion, transfer, demotion, layoff, and termination, shall be taken without regard to race, color, religion, sex, national origin, age or disability. The following procedures shall be followed:
 - a. The contractor will conduct periodic inspections of project sites to insure that working conditions and employee facilities do not indicate discriminatory treatment of project site personnel.
 - b. The contractor will periodically evaluate the spread of wages paid within each classification to determine any evidence of discriminatory wage practices.
 - c. The contractor will periodically review selected personnel actions in depth to determine whether there is evidence of discrimination. Where evidence is found, the contractor will promptly take corrective action. If the review indicates that the discrimination may extend beyond the actions reviewed, such corrective action shall include all affected persons.
 - d. The contractor will promptly investigate all complaints of alleged discrimination made to the contractor in connection with its obligations under this contract, will attempt to resolve such complaints, and will take appropriate corrective action within a reasonable time. If the investigation indicates that the discrimination may affect persons other than the complainant, such corrective action shall include such other persons. Upon completion of each investigation, the contractor will inform every complainant of all of their avenues of appeal.
6. **Training and Promotion:**
 - a. The contractor will assist in locating, qualifying, and increasing the skills of minorities and women who are applicants for employment or current employees. Such efforts should be aimed at developing full journey level status employees in the type of trade or job classification involved.
 - b. Consistent with the contractor's work force requirements and as permissible under Federal and State regulations, the contractor shall make full use of training programs, i.e., apprenticeship, and on-the-job training programs for the geographical area of contract performance. In the event a special provision for training is provided under this contract, this subparagraph will be superseded as indicated in the special provision. The contracting agency may reserve training positions for persons who receive welfare assistance in accordance with 23 U.S.C. 140(a).
 - c. The contractor will advise employees and applicants for employment of available training programs and entrance requirements for each.
 - d. The contractor will periodically review the training and promotion potential of employees who are minorities and women and will encourage eligible employees to apply for such training and promotion.
7. **Unions:** If the contractor relies in whole or in part upon unions as a source of employees, the contractor will use good faith efforts to obtain the cooperation of such unions to increase opportunities for minorities and women. Actions by the contractor, either directly or through a contractor's association acting as agent, will include the procedures set forth below:
 - a. The contractor will use good faith efforts to develop, in cooperation with the unions, joint training programs aimed toward qualifying more minorities and women for membership in the unions and increasing the skills of minorities and women so that they may qualify for higher paying employment.
 - b. The contractor will use good faith efforts to incorporate an EEO clause into each union agreement to the end that such union will be contractually bound to refer applicants without regard to their race, color, religion, sex, national origin, age or disability.
 - 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 contracting agency 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 referrals within the time limit set forth in the collective bargaining agreement, the contractor will, through independent recruitment efforts, fill the employment vacancies without regard to race, color, religion, sex, national origin, age or disability; making full efforts to obtain qualified and/or qualifiable minorities and women. The failure of a union to provide sufficient referrals (even though it is obligated to provide exclusive referrals under the terms of a collective bargaining agreement) does not relieve the contractor from the requirements of this paragraph. In the event the union referral practice prevents the contractor from meeting the obligations pursuant to Executive Order 11246, as amended, and these special provisions, such contractor shall immediately notify the contracting agency.
8. **Reasonable Accommodation for Applicants / Employees with Disabilities:** The contractor must be familiar with the requirements for and comply with the Americans with Disabilities Act and all rules and regulations established there under. Employers must provide reasonable accommodation in all employment activities unless to do so would cause an undue hardship.
9. **Selection of Subcontractors, Procurement of Materials and Leasing of Equipment:** The contractor shall not discriminate on the grounds of race, color, religion, sex, national origin, age or disability in the selection and retention of subcontractors, including procurement of materials and leases of equipment. The contractor shall take all necessary and reasonable steps to ensure nondiscrimination in the administration of this contract.
- a. The contractor shall notify all potential subcontractors and suppliers and lessors of their EEO obligations under this contract.
- b. The contractor will use good faith efforts to ensure subcontractor compliance with their EEO obligations.
10. **Assurance Required by 49 CFR 26.13(b):**
- a. The requirements of 49 CFR Part 26 and the State DOT's U.S. DOT-approved DBE program are incorporated by reference.
- b. The contractor or subcontractor shall not discriminate on the basis of race, color, national origin, or sex in the performance of this contract. The contractor shall carry out applicable requirements of 49 CFR Part 26 in the award and administration of DOT-assisted contracts. Failure by the contractor to carry out these requirements is a material breach of this contract, which may result in the termination of this contract or such other remedy as the contracting agency deems appropriate.
11. **Records and Reports:** The contractor shall keep such records as necessary to document compliance with the EEO requirements. Such records shall be retained for a period of three years following the date of the final payment to the contractor for all contract work and shall be available at reasonable times and places for inspection by authorized representatives of the contracting agency and the FHWA.
- a. The records kept by the contractor shall document the following:
- (1) The number and work hours 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; and
- (3) The progress and efforts being made in locating, hiring, training, qualifying, and upgrading minorities and women;
- b. The contractors and subcontractors will submit an annual report to the contracting agency each July for the duration of the project, indicating the number of minority, women, and non-minority group employees currently engaged in each work classification required by the contract work. This information is to be reported on Form FHWA-1391. The staffing data should represent the project work force on board in all or any part of the last payroll period preceding the end of July. If on-the-job training is being required by special provision, the contractor will be required to collect and report training data. The employment data should reflect the work force on board during all or any part of the last payroll period preceding the end of July.

III. NONSEGREGATED FACILITIES

This provision is applicable to all Federal-aid construction contracts and to all related construction subcontracts of \$10,000 or more.

The contractor must ensure that facilities provided for employees are provided in such a manner that segregation on the basis of race, color, religion, sex, or national origin cannot result. The contractor may neither require such segregated use by written or oral policies nor tolerate such use by employee custom. The contractor's obligation extends further to ensure that its employees are not assigned to perform their services at any location, under the contractor's control, where the facilities are segregated. The term "facilities" includes waiting rooms, work areas, restaurants and other eating areas, time clocks, restrooms, washrooms, locker rooms, and other storage or dressing areas, parking lots, drinking fountains, recreation or entertainment areas, transportation, and housing provided for employees. The contractor shall provide separate or single-user restrooms and necessary dressing or sleeping areas to assure privacy between sexes.

IV. DAVIS-BACON AND RELATED ACT PROVISIONS

This section is applicable to all Federal-aid construction projects exceeding \$2,000 and to all related subcontracts and lower-tier subcontracts (regardless of subcontract size). The requirements apply to all projects located within the right-of-way of a roadway that is functionally classified as Federal-aid highway. This excludes roadways functionally classified as local roads or rural minor collectors, which are exempt. Contracting agencies may elect to apply these requirements to other projects.

The following provisions are from the U.S. Department of Labor regulations in 29 CFR 5.5 "Contract provisions and related matters" with minor revisions to conform to the FHWA-1273 format and FHWA program requirements.

1. Minimum wages

- a. All laborers and mechanics employed or working upon the site of the work, will be paid unconditionally and not less often than once a week, and without subsequent deduction or rebate on any account (except such payroll deductions as are permitted by regulations issued by the Secretary of Labor under the Copeland Act (29 CFR part 3)), the full amount of wages and bona fide fringe benefits (or cash equivalents thereof) due at time of payment computed at rates not less than those contained in the wage determination of the Secretary of Labor which is attached hereto and made a part hereof, regardless of any contractual relationship which may be alleged to exist between the contractor and such laborers and mechanics.

Contributions made or costs reasonably anticipated for bona fide fringe benefits under section 1(b)(2) of the Davis-Bacon Act on behalf of laborers or mechanics are considered wages paid to such laborers or mechanics, subject to the provisions of paragraph 1.d. of this section; also, regular contributions made or costs incurred for more than a weekly period (but not less often than quarterly) under plans, funds, or programs which cover the particular weekly period, are deemed to be constructively made or incurred during such weekly period. Such laborers and mechanics shall be paid the appropriate wage rate and fringe benefits on the wage determination for the classification of work actually performed, without regard to skill, except as provided in 29 CFR 5.5(a)(4). Laborers or mechanics performing work in more than one classification may be compensated at the rate specified for each classification for the time actually worked therein: Provided, That the employer's payroll records accurately set forth the time spent in each classification in which work is performed. The wage determination (including any additional classification and wage rates conformed under paragraph 1.b. of this section) and the Davis-Bacon poster (WH-1321) shall be posted at all times by the contractor and its subcontractors at the site of the work in a prominent and accessible place where it can be easily seen by the workers.

- b. (1) The contracting officer shall require that any class of laborers or mechanics, including helpers, which is not listed in the wage determination and which is to be employed under the contract shall be classified in conformance with the wage determination. The contracting officer shall approve an additional classification and wage rate and fringe benefits therefore only when the following criteria have been met:
 - (i) The work to be performed by the classification requested is not performed by a classification in the wage determination; and
 - (ii) The classification is utilized in the area by the construction industry; and
 - (iii) The proposed wage rate, including any bona fide fringe benefits, bears a reasonable relationship to the wage rates contained in the wage determination.
 - (2) If the contractor and the laborers and mechanics to be employed in the classification (if known), or their representatives, and the contracting officer agree on the classification and wage rate (including the amount designated for fringe benefits where appropriate), a report of the action taken shall be sent by the contracting officer to the Administrator of the Wage and Hour Division, Employment Standards Administration, U.S. Department of Labor, Washington, DC 20210. The Administrator, or an authorized representative, will approve, modify, or disapprove every additional classification action within 30 days of receipt and so advise the contracting officer or will notify the contracting officer within the 30-day period that additional time is necessary.
 - (3) In the event the contractor, the laborers or mechanics to be employed in the classification or their representatives, and the contracting officer do not agree on the proposed classification and wage rate (including the amount designated for fringe benefits, where appropriate), the contracting officer shall refer the questions, including the views of all interested parties and the recommendation of the contracting officer, to the Wage and Hour Administrator for determination. The Wage and Hour Administrator, or an authorized representative, will issue a determination within 30 days of receipt and so advise the contracting officer or will notify the contracting officer within the 30-day period that additional time is necessary.
 - (4) The wage rate (including fringe benefits where appropriate) determined pursuant to paragraphs 1.b.(2) or 1.b.(3) of this section, shall be paid to all workers performing work in the classification under this contract from the first day on which work is performed in the classification.
- c. Whenever the minimum wage rate prescribed in the contract for a class of laborers or mechanics includes a fringe benefit which is not expressed as an hourly rate, the contractor shall either pay the benefit as stated in the wage determination or shall pay another bona fide fringe benefit or an hourly cash equivalent thereof.
 - d. If the contractor does not make payments to a trustee or other third person, the contractor may consider as part of the wages of any laborer or mechanic the amount of any costs reasonably anticipated in providing bona fide fringe benefits under a plan or program. Provided, That the Secretary of Labor has found, upon the written request of the contractor, that the applicable standards of the Davis-Bacon Act have been met. The Secretary of Labor may require the contractor to set aside in a separate account assets for the meeting of obligations under the plan or program.
2. **Withholding.** The contracting agency shall upon its own action or upon written request of an authorized representative of the Department of Labor, withhold or cause to be withheld from the contractor under this contract, or any other Federal contract with the same prime contractor, or any other federally-assisted contract subject to Davis-Bacon prevailing wage requirements, which is held by the same prime contractor, so much of the accrued payments or advances as may be considered necessary to pay laborers and mechanics, including apprentices, trainees, and helpers, employed by the contractor or any subcontractor the full amount of wages required by the contract. In the event of failure to pay any laborer or mechanic, including any apprentice, trainee, or helper, employed or working on the site of the work, all or part of the wages required by the contract, the contracting agency may, after written notice to the contractor, take such action as may be necessary to cause the suspension of any further payment, advance, or guarantee of funds until such violations have ceased.
 3. **Payrolls and basic records**
 - a. Payrolls and basic records relating thereto shall be maintained by the contractor during the course of the work and preserved for a period of three years thereafter for all laborers and mechanics working at the site of the work. Such records shall contain the name, address, and social security number of each such worker, his or her correct classification, hourly rates of wages paid (including rates of contributions or costs anticipated for bona fide fringe benefits or cash equivalents thereof of the types described in section 1(b)(2)(B) of the Davis-Bacon Act), daily and weekly number of hours worked, deductions made and actual wages paid. Whenever the Secretary of Labor has found under 29 CFR 5.5(a)(1)(iv) that the wages of any laborer or mechanic include the amount of any costs reasonably anticipated in providing benefits under a plan or program described in section 1(b)(2)(B) of the Davis-Bacon Act, the contractor shall maintain records which show that the commitment to provide such benefits is enforceable, that the plan or program is financially responsible, and that the plan or program has been communicated in writing to the laborers or mechanics affected, and records which show the costs anticipated or the actual cost incurred in providing such benefits. Contractors employing apprentices or trainees under approved programs shall maintain written evidence of the registration of apprenticeship programs and certification of trainee programs, the registration of the apprentices and trainees, and the ratios and wage rates prescribed in the applicable programs.
 - b. (1) The contractor shall submit weekly for each week in which any contract work is performed a copy of all payrolls to the contracting agency. The payrolls submitted shall set out accurately and completely all of the information required to be maintained under 29 CFR 5.5(a)(3)(i), except that full social security numbers and home addresses shall not be included on weekly transmittals. Instead the payrolls shall only need to include an individually identifying number for each employee (e.g., the last four digits of the employee's social security number). The required weekly payroll information may be submitted in any form desired. Optional Form WH-347 is available for this purpose from the Wage and Hour Division Web site at <http://www.dol.gov/esa/whd/forms/wh347instr.htm> or its successor site. The prime contractor is responsible for the submission of copies of payrolls by all subcontractors. Contractors and subcontractors shall maintain the full social security number and current address of each covered worker, and shall provide them upon request to the contracting agency for transmission to the State DOT, the FHWA or the Wage and Hour Division of the Department of Labor for purposes of an investigation or audit of compliance with prevailing wage requirements. It is not a violation of this section for a prime contractor to require a subcontractor to provide addresses and social security numbers to the prime contractor for its own records, without weekly submission to the contracting agency.
 - (2) Each payroll submitted shall be accompanied by a "Statement of Compliance," signed by the contractor or subcontractor or his or her agent who pays or supervises the payment of the persons employed under the contract and shall certify the following:
 - (i) That the payroll for the payroll period contains the information required to be provided under §5.5 (a)(3)(ii) of Regulations, 29 CFR part 5, the appropriate information is being maintained under §5.5 (a)(3)(i) of Regulations, 29 CFR part 5, and that such information is correct and complete;
 - (ii) That each laborer or mechanic (including each helper, apprentice, and trainee) employed on the contract during the payroll period has been paid the full weekly wages earned, without rebate, either directly or indirectly, and that no deductions have been made either directly or indirectly from the full wages earned, other than permissible deductions as set forth in Regulations, 29 CFR part 3;
 - (iii) That each laborer or mechanic has been paid not less than the applicable wage rates and fringe benefits or cash equivalents for the classification of work performed, as specified in the applicable wage determination incorporated into the contract.

- (3) The weekly submission of a properly executed certification set forth on the reverse side of Optional Form WH-347 shall satisfy the requirement for submission of the "Statement of Compliance" required by paragraph 3.b.(2) of this section.
- (4) The falsification of any of the above certifications may subject the contractor or subcontractor to civil or criminal prosecution under section 1001 of title 18 and section 231 of title 31 of the United States Code.
- c. The contractor or subcontractor shall make the records required under paragraph 3.a. of this section available for inspection, copying, or transcription by authorized representatives of the contracting agency, the State DOT, the FHWA, or the Department of Labor, and shall permit such representatives to interview employees during working hours on the job. If the contractor or subcontractor fails to submit the required records or to make them available, the FHWA may, after written notice to the contractor, the contracting agency or the State DOT, take such action as may be necessary to cause the suspension of any further payment, advance, or guarantee of funds. Furthermore, failure to submit the required records upon request or to make such records available may be grounds for debarment action pursuant to 29 CFR 5.12.
4. **Apprentices and trainees**
- a. Apprentices (programs of the USDOL). Apprentices will be permitted to work at less than the predetermined rate for the work they performed when they are employed pursuant to and individually registered in a bona fide apprenticeship program registered with the U.S. Department of Labor, Employment and Training Administration, Office of Apprenticeship Training, Employer and Labor Services, or with a State Apprenticeship Agency recognized by the Office, or if a person is employed in his or her first 90 days of probationary employment as an apprentice in such an apprenticeship program, who is not individually registered in the program, but who has been certified by the Office of Apprenticeship Training, Employer and Labor Services or a State Apprenticeship Agency (where appropriate) to be eligible for probationary employment as an apprentice.
- The allowable ratio of apprentices to journeymen on the job site in any craft classification shall not be greater than the ratio permitted to the contractor as to the entire work force under the registered program. Any worker listed on a payroll at an apprentice wage rate, who is not registered or otherwise employed as stated above, shall be paid not less than the applicable wage rate on the wage determination for the classification of work actually performed. In addition, any apprentice performing work on the job site in excess of the ratio permitted under the registered program shall be paid not less than the applicable wage rate on the wage determination for the work actually performed. Where a contractor is performing construction on a project in a locality other than that in which its program is registered, the ratios and wage rates (expressed in percentages of the journeyman's hourly rate) specified in the contractor's or subcontractor's registered program shall be observed.
- Every apprentice must be paid at not less than the rate specified in the registered program for the apprentice's level of progress, expressed as a percentage of the journeymen hourly rate specified in the applicable wage determination. Apprentices shall be paid fringe benefits in accordance with the provisions of the apprenticeship program. If the apprenticeship program does not specify fringe benefits, apprentices must be paid the full amount of fringe benefits listed on the wage determination for the applicable classification. If the Administrator determines that a different practice prevails for the applicable apprentice classification, fringes shall be paid in accordance with that determination.
- In the event the Office of Apprenticeship Training, Employer and Labor Services, or a State Apprenticeship Agency recognized by the Office, withdraws approval of an apprenticeship program, the contractor will no longer be permitted to utilize apprentices at less than the applicable predetermined rate for the work performed until an acceptable program is approved.
- b. Trainees (programs of the USDOL). Except as provided in 29 CFR 5.16, trainees will not be permitted to work at less than the predetermined rate for the work performed unless they are employed pursuant to and individually registered in a program which has received prior approval, evidenced by formal certification by the U.S. Department of Labor, Employment and Training Administration.
- The ratio of trainees to journeymen on the job site shall not be greater than permitted under the plan approved by the Employment and Training Administration.
- Every trainee must be paid at not less than the rate specified in the approved program for the trainee's level of progress, expressed as a percentage of the journeyman hourly rate specified in the applicable wage determination. Trainees shall be paid fringe benefits in accordance with the provisions of the trainee program. If the trainee program does not mention fringe benefits, trainees shall be paid the full amount of fringe benefits listed on the wage determination unless the Administrator of the Wage and Hour Division determines that there is an apprenticeship program associated with the corresponding journeyman wage rate on the wage determination which provides for less than full fringe benefits for apprentices. Any employee listed on the payroll at a trainee rate who is not registered and participating in a training plan approved by the Employment and Training Administration shall be paid not less than the applicable wage rate on the wage determination for the classification of work actually performed. In addition, any trainee performing work on the job site in excess of the ratio permitted under the registered program shall be paid not less than the applicable wage rate on the wage determination for the work actually performed.
- In the event the Employment and Training Administration withdraws approval of a training program, the contractor will no longer be permitted to utilize trainees at less than the applicable predetermined rate for the work performed until an acceptable program is approved.
- c. Equal employment opportunity. The utilization of apprentices, trainees and journeymen under this part shall be in conformity with the equal employment opportunity requirements of Executive Order 11246, as amended, and 29 CFR part 30.
- d. Apprentices and Trainees (programs of the U.S. DOT). Apprentices and trainees working under apprenticeship and skill training programs which have been certified by the Secretary of Transportation as promoting EEO in connection with Federal-aid highway construction programs are not subject to the requirements of paragraph 4 of this Section IV. The straight time hourly wage rates for apprentices and trainees under such programs will be established by the particular programs. The ratio of apprentices and trainees to journeymen shall not be greater than permitted by the terms of the particular program.
5. **Compliance with Copeland Act requirements.** The contractor shall comply with the requirements of 29 CFR part 3, which are incorporated by reference in this contract.
6. **Subcontracts.** The contractor or subcontractor shall insert Form FHWA-1273 in any subcontracts and also require the subcontractors to include Form FHWA-1273 in any lower tier subcontracts. The prime contractor shall be responsible for the compliance by any subcontractor or lower tier subcontractor with all the contract clauses in 29 CFR 5.5.
7. **Contract termination:** debarment. A breach of the contract clauses in 29 CFR 5.5 may be grounds for termination of the contract, and for debarment as a contractor and a subcontractor as provided in 29 CFR 5.12.
8. **Compliance with Davis-Bacon and Related Act requirements.** All rulings and interpretations of the Davis-Bacon and Related Acts contained in 29 CFR parts 1, 3, and 5 are herein incorporated by reference in this contract.
9. **Disputes concerning labor standards.** Disputes arising out of the labor standards provisions of this contract shall not be subject to the general disputes clause of this contract. Such disputes shall be resolved in accordance with the procedures of the Department of Labor set forth in 29 CFR parts 5, 6, and 7. Disputes within the meaning of this clause include disputes between the contractor (or any of its subcontractors) and the contracting agency, the U.S. Department of Labor, or the employees or their representatives.
10. **Certification of eligibility.**
- a. By entering into this contract, the contractor certifies that neither it (nor he or she) nor any person or firm who has an interest in the contractor's firm is a person or firm ineligible to be awarded Government contracts by virtue of section 3(a) of the Davis-Bacon Act or 29 CFR 5.12(a)(1).

- b. No part of this contract shall be subcontracted to any person or firm ineligible for award of a Government contract by virtue of section 3(a) of the Davis-Bacon Act or 29 CFR 5.12(a)(1).
- c. The penalty for making false statements is prescribed in the U.S. Criminal Code, 18 U.S.C. 1001.

V. CONTRACT WORK HOURS AND SAFETY STANDARDS ACT

The following clauses apply to any Federal-aid construction contract in an amount in excess of \$100,000 and subject to the overtime provisions of the Contract Work Hours and Safety Standards Act. These clauses shall be inserted in addition to the clauses required by 29 CFR 5.5(a) or 29 CFR 4.6. As used in this paragraph, the terms laborers and mechanics include watchmen and guards.

1. **Overtime requirements.** No contractor or subcontractor contracting for any part of the contract work which may require or involve the employment of laborers or mechanics shall require or permit any such laborer or mechanic in any workweek in which he or she is employed on such work to work in excess of forty hours in such workweek unless such laborer or mechanic receives compensation at a rate not less than one and one-half times the basic rate of pay for all hours worked in excess of forty hours in such workweek.
2. **Violation; liability for unpaid wages; liquidated damages.** In the event of any violation of the clause set forth in paragraph (1.) of this section, the contractor and any subcontractor responsible therefor shall be liable for the unpaid wages. In addition, such contractor and subcontractor shall be liable to the United States (in the case of work done under contract for the District of Columbia or a territory, to such District or to such territory), for liquidated damages. Such liquidated damages shall be computed with respect to each individual laborer or mechanic, including watchmen and guards, employed in violation of the clause set forth in paragraph (1.) of this section, in the sum of \$10 for each calendar day on which such individual was required or permitted to work in excess of the standard workweek of forty hours without payment of the overtime wages required by the clause set forth in paragraph (1.) of this section.
3. **Withholding for unpaid wages and liquidated damages.** The FHWA or the contacting agency shall upon its own action or upon written request of an authorized representative of the Department of Labor withhold or cause to be withheld, from any moneys payable on account of work performed by the contractor or subcontractor under any such contract or any other Federal contract with the same prime contractor, or any other federally-assisted contract subject to the Contract Work Hours and Safety Standards Act, which is held by the same prime contractor, such sums as may be determined to be necessary to satisfy any liabilities of such contractor or subcontractor for unpaid wages and liquidated damages as provided in the clause set forth in paragraph (2.) of this section.
4. **Subcontracts.** The contractor or subcontractor shall insert in any subcontracts the clauses set forth in paragraph (1.) through (4.) of this section and also a clause requiring the subcontractors to include these clauses in any lower tier subcontracts. The prime contractor shall be responsible for compliance by any subcontractor or lower tier subcontractor with the clauses set forth in paragraphs (1.) through (4.) of this section.

VI. SUBLETTING OR ASSIGNING THE CONTRACT

This provision is applicable to all Federal-aid construction contracts on the National Highway System.

1. The contractor shall perform with its own organization contract work amounting to not less than 30 percent (or a greater percentage if specified elsewhere in the contract) of the total original contract price, excluding any specialty items designated by the contracting agency. Specialty items may be performed by subcontract and the amount of any such specialty items performed may be deducted from the total original contract price before computing the amount of work required to be performed by the contractor's own organization (23 CFR 635.116).
 - a. The term "perform work with its own organization" refers to workers employed or leased by the prime contractor, and equipment owned or rented by the prime contractor, with or without operators. Such term does not include employees or equipment of a subcontractor or lower tier subcontractor, agents of the prime contractor, or any other assignees. The term may include payments for the costs of hiring leased employees

from an employee leasing firm meeting all relevant Federal and State regulatory requirements. Leased employees may only be included in this term if the prime contractor meets all of the following conditions:

- (1) the prime contractor maintains control over the supervision of the day-to-day activities of the leased employees;
 - (2) the prime contractor remains responsible for the quality of the work of the leased employees;
 - (3) the prime contractor retains all power to accept or exclude individual employees from work on the project; and
 - (4) the prime contractor remains ultimately responsible for the payment of predetermined minimum wages, the submission of payrolls, statements of compliance and all other Federal regulatory requirements.
- b. "Specialty Items" shall be construed to be limited to work that requires highly specialized knowledge, abilities, or equipment not ordinarily available in the type of contracting organizations qualified and expected to bid or propose on the contract as a whole and in general are to be limited to minor components of the overall contract.
2. The contract amount upon which the requirements set forth in paragraph (1) of Section VI is computed includes the cost of material and manufactured products which are to be purchased or produced by the contractor under the contract provisions.
 3. The contractor shall furnish (a) a competent superintendent or supervisor who is employed by the firm, has full authority to direct performance of the work in accordance with the contract requirements, and is in charge of all construction operations (regardless of who performs the work) and (b) such other of its own organizational resources (supervision, management, and engineering services) as the contracting officer determines is necessary to assure the performance of the contract.
 4. No portion of the contract shall be sublet, assigned or otherwise disposed of except with the written consent of the contracting officer, or authorized representative, and such consent when given shall not be construed to relieve the contractor of any responsibility for the fulfillment of the contract. Written consent will be given only after the contracting agency has assured that each subcontract is evidenced in writing and that it contains all pertinent provisions and requirements of the prime contract.
 5. The 30% self-performance requirement of paragraph (1) is not applicable to design-build contracts; however, contracting agencies may establish their own self-performance requirements.

VII. SAFETY: ACCIDENT PREVENTION

This provision is applicable to all Federal-aid construction contracts and to all related subcontracts.

1. In the performance of this contract the contractor shall comply with all applicable Federal, State, and local laws governing safety, health, and sanitation (23 CFR 635). The contractor shall provide all safeguards, safety devices and protective equipment and take any other needed actions as it determines, or as the contracting officer may determine, to be reasonably necessary to protect the life and health of employees on the job and the safety of the public and to protect property in connection with the performance of the work covered by the contract.
2. It is a condition of this contract, and shall be made a condition of each subcontract, which the contractor enters into pursuant to this contract, that the contractor and any subcontractor shall not permit any employee, in performance of the contract, to work in surroundings or under conditions which are unsanitary, hazardous or dangerous to his/her health or safety, as determined under construction safety and health standards (29 CFR 1926) promulgated by the Secretary of Labor, in accordance with Section 107 of the Contract Work Hours and Safety Standards Act (40 U.S.C. 3704).
3. Pursuant to 29 CFR 1926.3, it is a condition of this contract that the Secretary of Labor or authorized representative thereof, shall have right of entry to any site of contract performance to inspect or investigate the matter of compliance with the construction safety and health standards and to carry out the duties of the Secretary under Section 107 of the Contract Work Hours and Safety Standards Act (40 U.S.C.3704).

VIII. FALSE STATEMENTS CONCERNING HIGHWAY PROJECTS

This provision is applicable to all Federal-aid construction contracts and to all related subcontracts.

In order to assure high quality and durable construction in conformity with approved plans and specifications and a high degree of reliability on statements and representations made by engineers, contractors, suppliers, and workers on Federal-aid highway projects, it is essential that all persons concerned with the project perform their functions as carefully, thoroughly, and honestly as possible. Willful falsification, distortion, or misrepresentation with respect to any facts related to the project is a violation of Federal law. To prevent any misunderstanding regarding the seriousness of these and similar acts, Form FHWA-1022 shall be posted on each Federal-aid highway project (23 CFR 635) in one or more places where it is readily available to all persons concerned with the project:

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

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

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

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

Shall be fined under this title or imprisoned not more than 5 years or both."

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

This provision is applicable to all Federal-aid construction contracts and to all related subcontracts.

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

1. That any person who is or will be utilized in the performance of this contract is not prohibited from receiving an award due to a violation of Section 508 of the Clean Water Act or Section 306 of the Clean Air Act.
2. That the contractor agrees to include or cause to be included the requirements of paragraph (1) of this Section X in every subcontract, and further agrees to take such action as the contracting agency may direct as a means of enforcing such requirements.

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

This provision is applicable to all Federal-aid construction contracts, design-build contracts, subcontracts, lower-tier subcontracts, purchase orders, lease agreements, consultant contracts or any other covered transaction requiring FHWA approval or that is estimated to cost \$25,000 or more – as defined in 2 CFR Parts 180 and 1200.

1. Instructions for Certification – First Tier Participants:

- a. By signing and submitting this proposal, the prospective first tier participant is providing the certification set out below.
- b. The inability of a person to provide the certification set out below will not necessarily result in denial of participation in this covered transaction. The prospective first tier participant shall submit an explanation of why it cannot provide the certification set out below. The certification or explanation will be considered in connection with the department or agency's determination whether to enter into this transaction. However, failure of the prospective first tier participant to furnish a certification or an explanation shall disqualify such a person from participation in this transaction.
- c. The certification in this clause is a material representation of fact upon which reliance was placed when the contracting agency determined to enter into this transaction. If it is later determined that the prospective participant knowingly rendered an erroneous certification, in addition to other remedies available to the Federal Government, the contracting agency may terminate this transaction for cause of default.
- d. The prospective first tier participant shall provide immediate written notice to the contracting agency to whom this proposal is submitted if any time the prospective first tier participant learns that its certification was erroneous when submitted or has become erroneous by reason of changed circumstances.
- e. The terms "covered transaction," "debarred," "suspended," "ineligible," "participant," "person," "principal," and "voluntarily excluded," as used in this clause, are defined in 2 CFR Parts 180 and 1200. "First Tier Covered Transactions" refers to any covered transaction between a grantee or subgrantee of Federal funds and a participant (such as the prime or general contract). "Lower Tier Covered Transactions" refers to any covered transaction under a First Tier Covered Transaction (such as subcontracts). "First Tier Participant" refers to the participant who has entered into a covered transaction with a grantee or subgrantee of Federal funds (such as the prime or general contractor). "Lower Tier Participant" refers any participant who has entered into a covered transaction with a First Tier Participant or other Lower Tier Participants (such as subcontractors and suppliers).
- f. The prospective first tier participant agrees by submitting this proposal that, should the proposed covered transaction be entered into, it shall not knowingly enter into any lower tier covered transaction with a person who is debarred, suspended, declared ineligible, or voluntarily excluded from participation in this covered transaction, unless authorized by the department or agency entering into this transaction.
- g. The prospective first tier participant further agrees by submitting this proposal that it will include the clause titled "Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion-Lower Tier Covered Transactions," provided by the department or contracting agency, entering into this covered transaction, without modification, in all lower tier covered transactions and in all solicitations for lower tier covered transactions exceeding the \$25,000 threshold.
- h. A participant in a covered transaction may rely upon a certification of a prospective participant in a lower tier covered transaction that is not debarred, suspended, ineligible, or voluntarily excluded from the covered transaction, unless it knows that the certification is erroneous. A participant is responsible for ensuring that its principals are not suspended, debarred, or otherwise ineligible to participate in covered transactions. To verify the eligibility of its principals, as well as the eligibility of any lower tier prospective participants, each participant may, but is not required to, check the Excluded Parties List System website (<https://www.epls.gov/>), which is compiled by the General Services Administration.
- i. Nothing contained in the foregoing shall be construed to require the establishment of a system of records in order to render in good faith the certification required by this clause. The knowledge and information of the prospective participant is not required to exceed that which is normally possessed by a prudent person in the ordinary course of business dealings.
- j. Except for transactions authorized under paragraph (f) of these instructions, if a participant in a covered transaction knowingly enters into a lower tier covered transaction with a person who is suspended, debarred, ineligible, or voluntarily excluded from participation in this transaction, in addition to other remedies available to the Federal Government, the department or agency may terminate this transaction for cause or default.

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2. Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion – First Tier Participants:

- a. The prospective first tier participant certifies to the best of its knowledge and belief, that it and its principals:
 - (1) Are not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participating in covered transactions by any Federal department or agency;
 - (2) Have not within a three-year period preceding this proposal been convicted of or had a civil judgment rendered against them for commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (Federal, State or local) transaction or contract under a public transaction; violation of Federal or State antitrust statutes or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, or receiving stolen property;
 - (3) Are not presently indicted for or otherwise criminally or civilly charged by a governmental entity (Federal, State or local) with commission of any of the offenses enumerated in paragraph (a)(2) of this certification; and
 - (4) Have not within a three-year period preceding this application/proposal had one or more public transactions (Federal, State or local) terminated for cause or default.
- b. Where the prospective participant is unable to certify to any of the statements in this certification, such prospective participant shall attach an explanation to this proposal.

2. Instructions for Certification - Lower Tier Participants:

(Applicable to all subcontracts, purchase orders and other lower tier transactions requiring prior FHWA approval or estimated to cost \$25,000 or more - 2 CFR Parts 180 and 1200)

- a. By signing and submitting this proposal, the prospective lower tier is providing the certification set out below.
- b. The certification in this clause is a material representation of fact upon which reliance was placed when this transaction was entered into. If it is later determined that the prospective lower tier participant knowingly rendered an erroneous certification, in addition to other remedies available to the Federal Government, the department, or agency with which this transaction originated may pursue available remedies, including suspension and/or debarment.
- c. The prospective lower tier participant shall provide immediate written notice to the person to which this proposal is submitted if at any time the prospective lower tier participant learns that its certification was erroneous by reason of changed circumstances.
- d. The terms "covered transaction," "debarred," "suspended," "ineligible," "participant," "person," "principal," and "voluntarily excluded," as used in this clause, are defined in 2 CFR Parts 180 and 1200. You may contact the person to which this proposal is submitted for assistance in obtaining a copy of those regulations. "First Tier Covered Transactions" refers to any covered transaction between a grantee or subgrantee of

Federal funds and a participant (such as the prime or general contract). "Lower Tier Covered Transactions" refers to any covered transaction under a First Tier Covered Transaction (such as subcontracts). "First Tier Participant" refers to the participant who has entered into a covered transaction with a grantee or subgrantee of Federal funds (such as the prime or general contractor). "Lower Tier Participant" refers to any participant who has entered into a covered transaction with a First Tier Participant or other Lower Tier Participants (such as subcontractors and suppliers).

- e. The prospective lower tier participant agrees by submitting this proposal that, should the proposed covered transaction be entered into, it shall not knowingly enter into any lower tier covered transaction with a person who is debarred, suspended, declared ineligible, or voluntarily excluded from participation in this covered transaction, unless authorized by the department or agency with which this transaction originated.
- f. The prospective lower tier participant further agrees by submitting this proposal that it will include this clause titled "Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion--Lower Tier Covered Transaction," without modification, in all lower tier covered transactions and in all solicitations for lower tier covered transactions exceeding the \$25,000 threshold.
- g. A participant in a covered transaction may rely upon a certification of a prospective participant in a lower tier covered transaction that is not debarred, suspended, ineligible, or voluntarily excluded from the covered transaction, unless it knows that the certification is erroneous. A participant is responsible for ensuring that its principals are not suspended, debarred, or otherwise ineligible to participate in covered transactions. To verify the eligibility of its principals, as well as the eligibility of any lower tier prospective participants, each participant may, but is not required to, check the Excluded Parties List System website (<https://www.epls.gov/>), which is compiled by the General Services Administration.
- h. Nothing contained in the foregoing shall be construed to require establishment of a system of records in order to render in good faith the certification required by this clause. The knowledge and information of participant is not required to exceed that which is normally possessed by a prudent person in the ordinary course of business dealings.
- i. Except for transactions authorized under paragraph e of these instructions, if a participant in a covered transaction knowingly enters into a lower tier covered transaction with a person who is suspended, debarred, ineligible, or voluntarily excluded from participation in this transaction, in addition to other remedies available to the Federal Government, the department or agency with which this transaction originated may pursue available remedies, including suspension and/or debarment.

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

1. The prospective lower tier participant certifies, by submission of this proposal, that neither it nor its principals is presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participating in covered transactions by any Federal department or agency.
2. Where the prospective lower tier participant is unable to certify to any of the statements in this certification, such prospective participant shall attach an explanation to this proposal.

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XI. CERTIFICATION REGARDING USE OF CONTRACT FUNDS FOR LOBBYING

This provision is applicable to all Federal-aid construction contracts and to all related subcontracts which exceed \$100,000 (49 CFR 20).

1. The prospective participant certifies, by signing and submitting this bid or proposal, to the best of his or her knowledge and belief, that:
 - a. No Federal appropriated funds have been paid or will be paid, by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of any Federal agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any Federal contract, the making of any Federal grant, the making of any Federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any Federal contract, grant, loan, or cooperative agreement.
 - b. If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any Federal agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this Federal contract, grant, loan, or cooperative agreement, the undersigned shall complete and submit Standard Form-LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions.
2. This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by 31 U.S.C. 1352. Any person who fails to file the required certification shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure.
3. The prospective participant also agrees by submitting its bid or proposal that the participant shall require that the language of this certification be included in all lower tier subcontracts, which exceed \$100,000 and that all such recipients shall certify and disclose accordingly.

STANDARD SPECIAL PROVISION**ATTACHMENT A – EMPLOYMENT AND MATERIALS PREFERENCE FOR APPALACHIAN
DEVELOPMENT HIGHWAY SYSTEM OR APPALACHIAN LOCAL ACCESS ROAD
CONTRACTS**

Z-9

This provision is applicable to all Federal-aid projects funded under the Appalachian Regional Development Act of 1965.

1. During the performance of this contract, the contractor undertaking to do work which is, or reasonably may be, done as on-site work, shall give preference to qualified persons who regularly reside in the labor area as designated by the DOL wherein the contract work is situated, or the subregion, or the Appalachian counties of the State wherein the contract work is situated, except:
 - a. To the extent that qualified persons regularly residing in the area are not available.
 - b. For the reasonable needs of the contractor to employ supervisory or specially experienced personnel necessary to assure an efficient execution of the contract work.
 - c. For the obligation of the contractor to offer employment to present or former employees as the result of a lawful collective bargaining contract, provided that the number of nonresident persons employed under this subparagraph (1c) shall not exceed 20 percent of the total number of employees employed by the contractor on the contract work, except as provided in subparagraph (4) below.
2. The contractor shall place a job order with the State Employment Service indicating (a) the classifications of the laborers, mechanics and other employees required to perform the contract work, (b) the number of employees required in each classification, (c) the date on which the participant estimates such employees will be required, and (d) any other pertinent information required by the State Employment Service to complete the job order form. The job order may be placed with the State Employment Service in writing or by telephone. If during the course of the contract work, the information submitted by the contractor in the original job order is substantially modified, the participant shall promptly notify the State Employment Service.
3. The contractor shall give full consideration to all qualified job applicants referred to him by the State Employment Service. The contractor is not required to grant employment to any job applicants who, in his opinion, are not qualified to perform the classification of work required.
4. If, within one week following the placing of a job order by the contractor with the State Employment Service, the State Employment Service is unable to refer any qualified job applicants to the contractor, or less than the number requested, the State Employment Service will forward a certificate to the contractor indicating the unavailability of applicants. Such certificate shall be made a part of the contractor's permanent project records. Upon receipt of this certificate, the contractor may employ persons who do not normally reside in the labor area to fill positions covered by the certificate, notwithstanding the provisions of subparagraph (1c) above.
5. The provisions of 23 CFR 633.207(e) allow the contracting agency to provide a contractual preference for the use of mineral resource materials native to the Appalachian region.
6. The contractor shall include the provisions of Sections 1 through 4 of this Attachment A in every subcontract for work which is, or reasonably may be, done as on-site work.

NOTE: An Appalachian project will have a Federal Aid Project Number that begins with the Prefix "APD" or "APL". DELETE THIS NOTE

STANDARD SPECIAL PROVISION**ON-THE-JOB TRAINING**

(10-16-07) (Rev. 4-21-15)

Z-10

Description

The North Carolina Department of Transportation will administer a custom version of the Federal On-the-Job Training (OJT) Program, commonly referred to as the Alternate OJT Program. All contractors (existing and newcomers) will be automatically placed in the Alternate Program. Standard OJT requirements typically associated with individual projects will no longer be applied at the project level. Instead, these requirements will be applicable on an annual basis for each contractor administered by the OJT Program Manager.

On the Job Training shall meet the requirements of 23 CFR 230.107 (b), 23 USC – Section 140, this provision and the On-the-Job Training Program Manual.

The Alternate OJT Program will allow a contractor to train employees on Federal, State and privately funded projects located in North Carolina. However, priority shall be given to training employees on NCDOT Federal-Aid funded projects.

Minorities and Women

Developing, training and upgrading of minorities and women toward journeyman level status is a primary objective of this special training provision. Accordingly, the Contractor shall make every effort to enroll minority and women as trainees to the extent that such persons are available within a reasonable area of recruitment. This training commitment is not intended, and shall not be used, to discriminate against any applicant for training, whether a member of a minority group or not.

Assigning Training Goals

The Department, through the OJT Program Manager, will assign training goals for a calendar year based on the contractors' past three years' activity and the contractors' anticipated upcoming year's activity with the Department. At the beginning of each year, all contractors eligible will be contacted by the Department to determine the number of trainees that will be assigned for the upcoming calendar year. At that time the Contractor shall enter into an agreement with the Department to provide a self-imposed on-the-job training program for the calendar year. This agreement will include a specific number of annual training goals agreed to by both parties. The number of training assignments may range from 1 to 15 per contractor per calendar year. The Contractor shall sign an agreement to fulfill their annual goal for the year.\

Training Classifications

The Contractor shall provide on-the-job training aimed at developing full journeyman level workers in the construction craft/operator positions. Preference shall be given to providing training in the following skilled work classifications:

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

The Department has established common training classifications and their respective training requirements that may be used by the contractors. However, the classifications established are not all-inclusive. Where the training is oriented toward construction applications, training will be allowed in lower-level management positions such as office engineers and estimators. Contractors shall submit new classifications for specific job functions that their employees are performing. The Department will review and recommend for acceptance to FHWA the new classifications proposed by contractors, if applicable. New classifications shall meet the following requirements:

Proposed training classifications are reasonable and realistic based on the job skill classification needs, and

The number of training hours specified in the training classification is consistent with common practices and provides enough time for the trainee to obtain journeyman level status.

The Contractor may allow trainees to be trained by a subcontractor provided that the Contractor retains primary responsibility for meeting the training and this provision is made applicable to the subcontract. However, only the Contractor will receive credit towards the annual goal for the trainee.

Where feasible, 25 percent of apprentices or trainees in each occupation shall be in their first year of apprenticeship or training. The number of trainees shall be distributed among the work classifications on the basis of the contractor's needs and the availability of journeymen in the various classifications within a reasonable area of recruitment.

No employee shall be employed as a trainee in any classification in which they have successfully completed a training course leading to journeyman level status or in which they have been employed as a journeyman.

Records and Reports

The Contractor shall maintain enrollment, monthly and completion reports documenting company compliance under these contract documents. These documents and any other information as requested shall be submitted to the OJT Program Manager.

Upon completion and graduation of the program, the Contractor shall provide each trainee with a certification Certificate showing the type and length of training satisfactorily completed.

Trainee Interviews

All trainees enrolled in the program will receive an initial and Trainee/Post graduate interview conducted by the OJT program staff.

Trainee Wages

Contractors shall compensate trainees on a graduating pay scale based upon a percentage of the prevailing minimum journeyman wages (Davis-Bacon Act). Minimum pay shall be as follows:

60 percent	of the journeyman wage for the first half of the training period
75 percent	of the journeyman wage for the third quarter of the training period
90 percent	of the journeyman wage for the last quarter of the training period

In no instance shall a trainee be paid less than the local minimum wage. The Contractor shall adhere to the minimum hourly wage rate that will satisfy both the NC Department of Labor (NCDOL) and the Department.

Achieving or Failing to Meet Training Goals

The Contractor will be credited for each trainee employed by him on the contract work who is currently enrolled or becomes enrolled in an approved program and who receives training for at least 50 percent of the specific program requirement. Trainees will be allowed to be transferred between projects if required by the Contractor's scheduled workload to meet training goals.

If a contractor fails to attain their training assignments for the calendar year, they may be taken off the NCDOT's Bidders List.

Measurement and Payment

No compensation will be made for providing required training in accordance with these contract documents.

STANDARD SPECIAL PROVISION
MINIMUM WAGES
GENERAL DECISION NC180086 01/04/2019 NC86

Z-086

Date: January 4, 2019

General Decision Number: NC190086 01/04/2019 NC86

Superseded General Decision Numbers: NC20180099

State: North Carolina

Construction Type: HIGHWAY

COUNTIES:

Alleghany	Jackson	Surry
Ashe	Lincoln	Swain
Avery	Macon	Transylvania
Cherokee	McDowell	Watauga
Clay	Mitchell	Wilkes
Cleveland	Polk	Yancey
Graham	Rutherford	

HIGHWAY CONSTRUCTION PROJECTS (excluding tunnels, building structures in rest area projects & railroad construction; bascule, suspension & spandrel arch bridges designed for commercial navigation, bridges involving marine construction; and other major bridges).

Note: Under Executive Order (EO) 13658, an hourly minimum wage of \$10.60 for calendar year 2019 that applies to all contracts subject to the Davis-Bacon Act for which the contract is awarded (and any solicitation was issued) on or after January 1, 2015. If this contract is covered by the EO, the contractor must pay all workers in any classification listed on this wage determination at least \$10.60 per hour (or the applicable wage rate listed on this wage determination, if it is higher) for all hours spent performing on the contract for calendar year 2019. If this contract is covered by the EO and a classification considered necessary for performance of work on the contract must pay workers in that classification at least the wage rate determined through the conformance process set forth in 29 CFR.5.5(a)(1)(ii) (or the EO minimum wage rate, if it is higher than the conformed wage rate). The EO minimum wage rate will be adjusted annually. Please note that this EO applies to the above-mentioned types of contracts entered into by the federal government that are subject to the Davis-Bacon Act itself, but it does not apply to contracts subject only to the Davis-Bacon Related Acts, including those set forth at 29 CFR 5.1(a) (2)-(60). Additional information on contractor requirements and worker protections under the EO is available at www.dol.gov/whd/govcontracts.

Modification Number
0

Publication Date
01/04/2019

SUNC2014-001 11/13/2014

	Rates	Fringes
BLASTER	21.83	
CARPENTER	12.54	
CEMENT MASON/CONCRETE FINISHER	14.10	

	Rates	Fringes
ELECTRICIAN		
Electrician	19.19	2.39
Telecommunications Technician	15.13	
IRONWORKER	14.53	
LABORER		
Asphalt Raker and Spreader	12.23	
Asphalt Screed/Jackman	15.22	
Carpenter Tender	10.00	
Cement Mason/Concrete Finisher Tender	12.26	
Common or General	10.68	
Guardrail/Fence Installer	13.43	
Pipelaye	12.22	
Traffic Signal/Lighting Installer	15.85	
PAINTER		
Bridge	19.62	
POWER EQUIPMENT OPERATORS		
Asphalt Broom Tractor	11.00	
Bulldozer Fine	16.20	
Bulldozer Rough	13.89	
Concrete Grinder/Groover	24.66	
Crane Boom Trucks	14.44	.53
Crane Other	19.59	
Crane Rough/All-Terrain	21.25	
Drill Operator Rock	15.25	
Drill Operator Structure	20.92	
Excavator Fine	16.11	
Excavator Rough	13.10	
Grader/Blade Fine	19.24	
Grader/Blade Rough	13.07	
Loader 2 Cubic Yards or Less	13.38	
Loader Greater Than 2 Cubic Yards	16.01	
Material Transfer Vehicle (Shuttle Buggy)	17.39	
Mechanic	18.51	
Milling Machine	13.88	
Off-Road Hauler/Water Tanker	13.87	
Oiler/Greaser	14.98	
Pavement Marking Equipment	13.33	
Paver Asphalt	15.68	.05
Roller Asphalt Breakdown	14.05	.06
Roller Asphalt Finish	14.98	.04
Roller Other	11.75	
Scraper Finish	13.87	
Scraper Rough	11.53	
Slip Form Machine	20.79	
Tack Truck/Distributor Operator	14.67	.06
TRUCK DRIVER		
GVWR of 26,000 Lbs or Less	11.72	
GVWR of 26,000 Lbs or Greater	13.50	

Welders – Receive rate prescribed for craft performing operation to which welding is incidental.

Note: Executive Order (EO) 13706, Establishing Paid Sick Leave for Federal Contractors applies to all contracts subject to the Davis-Bacon Act for which the contract is awarded (and any solicitation was issued) on or after January 1, 2017. If this contract is covered by the EO, the contractor must provide employees with 1 hour of paid sick leave for every 30 hours they work, up to 56 hours of paid sick leave each year. Employees must be permitted to use paid sick leave for their own illness, injury or other health-related needs, including preventive care; to assist a family member (or person who is like family to the employee) who is ill, injured, or has other health-related needs, including preventive care; or for reasons resulting from, or to assist a family member (or person who is like family to the employee) who is a victim of, domestic violence, sexual assault, or stalking. Additional information on contractor requirements and worker protections under the EO is available at www.dol.gov/whd/govcontracts.

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

The body of each wage determination lists the classification and wage rates that have been found to be prevailing for the cited type(s) of construction in the area covered by the wage determination. The classifications are listed in alphabetical order of "identifiers" that indicate whether the particular rate is a union rate (current union negotiated rate for local), a survey rate (weighted average rate) or a union average rate (weighted union average rate).

Union Rate Identifiers

A four letter classification abbreviation identifier enclosed in dotted lines beginning with characters other than "SU" or "UAVG" denotes that the union classification and rate were prevailing for that classification in the survey. Example: PLUM0198-005 07/01/2014. PLUM is an abbreviation identifier of the union which prevailed in the survey for this classification, which in this example would be Plumbers. 0198 indicates the local union number or district council number where applicable, i.e., Plumbers Local 0198. The next number, 005 in the example, is an internal number used in processing the wage determination. 07/01/2014 is the effective date of the most current negotiated rate, which in this example is July 1, 2014.

Union prevailing wage rates are updated to reflect all rate changes in the collective bargaining agreement (CBA) governing this classification and rate.

Survey Rate Identifiers

Classifications listed under the "SU" identifier indicate that no one rate prevailed for this classification in the survey and the published rate is derived by computing a weighted average rate based on all the rates reported in the survey for that classification. As this weighted average rate includes all rates reported in the survey, it may include both union and non-union rates. Example: SULA2012-007 5/13/2014. SU indicates the rates are survey rates based on a weighted average calculation of rates and are not majority rates. LA indicates the State of Louisiana. 2012 is the year of survey on which these classifications and rates are based. The next number, 007 in the example, is an internal number used in producing the wage determination. 5/13/2014 indicates the survey completion date for the classifications and rates under that identifier.

Survey wage rates are not updated and remain in effect until a new survey is conducted.

Union Average Rate Identifiers

Classification(s) listed under the UAVG identifier indicate that no single majority rate prevailed for those classifications; however, 100% of the data reported for the classifications was union data. EXAMPLE: UAVG-OH-0010 08/29/2014. UAVG indicates that the rate is a weighted union average rate. OH indicates the state. The next number, 0010 in the example, is an internal number used in producing the wage determination. 08/29/2014 indicates the survey completion date for the classifications and rates under that identifier.

A UAVG rate will be updated once a year, usually in January of each year, to reflect a weighted average of the current negotiated/CBA rate of the union locals from which the rate is based.

WAGE DETERMINATION APPEALS PROCESS

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

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

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

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

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

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

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

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

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

Administrative Review Board
U.S. Department of Labor

200 Constitution Avenue, N.W.
Washington, D.C. 20210

- 4.) All decisions by the Administrative Review Board are final.

END OF GENERAL DECISION

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PROJECT SPECIAL PROVISIONS

GEOTECHNICAL

MECHANICALLY STABILIZED EARTH RETAINING WALLS (1-16-18)	GT-1.1	-	GT-1.12
ANCHORED RETAINING WALLS (SPECIAL)	GT-2.1	-	GT-2.10
REINFORCED SOIL SLOPES (1-16-18)	GT-3.1	-	GT-3.3
TEMPORARY SOIL NAIL WALLS (3-17-15)	GT-4.1	-	GT-4.9

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MECHANICALLY STABILIZED EARTH RETAINING WALLS**(1-16-18)****1.0 GENERAL**

Construct mechanically stabilized earth (MSE) retaining walls consisting of steel or geosynthetic reinforcement in the reinforced zone connected to vertical facing elements. Use precast concrete panels for vertical facing elements and coarse aggregate in the reinforced zone unless noted otherwise in the plans. Provide reinforced concrete coping and pile sleeves as required. Design and construct MSE retaining walls based on actual elevations and wall dimensions in accordance with the contract and accepted submittals. Use a prequalified MSE Wall Installer to construct MSE retaining walls.

Define MSE wall terms as follows:

Geosynthetic or Geogrid Reinforcement – Polyester Type (PET), HDPE or Polypropylene (PP) geogrid reinforcement,

Geogrid – PET, HDPE or PP geogrid,

Reinforcement – Steel or geogrid reinforcement,

Aggregate – Coarse or fine aggregate,

Panel – Precast concrete panel,

Coping – Precast or CIP concrete coping,

MSE Wall – Mechanically stabilized earth retaining wall,

MSE Wall Vendor – Vendor supplying the chosen MSE wall system,

MSE Panel Wall – MSE wall with panels,

MSE Segmental Wall – MSE wall with segmental retaining wall (SRW) units and

Abutment Wall – MSE wall with bridge foundations in any portion of the reinforced zone or an MSE wall connected to an abutment wall (Even if bridge foundations only penetrate a small part of the reinforced zone, the entire MSE wall is considered an abutment wall).

For bridge approach fills behind end bents with MSE abutment walls, design reinforcement connected to end bent caps in accordance with the plans and this provision. Construct Type III Reinforced Bridge Approach Fills in accordance with the *Bridge Approach Fills* provision and Roadway Detail Drawing No. 422D10.

Use an approved MSE wall system in accordance with the plans and any NCDOT restrictions or exceptions for the chosen system. Value engineering proposals for other MSE wall systems will not be considered. Do not use MSE wall systems with an “approved for provisional use” status for abutment walls or MSE walls subject to scour, walls with design heights greater than 35 ft or walls supporting or adjacent to railroads or interstate highways. The list of approved MSE wall systems with approval status is available from:

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

2.0 MATERIALS

Refer to the *Standard Specifications*.

Item

Aggregate

Section

1014

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Corrugated Steel Pipe	1032-3
Epoxy, Type 3A	1081
Geosynthetics	1056
Grout, Type 3	1003
Joint Materials	1028
Portland Cement Concrete, Class A	1000
Precast Retaining Wall Coping	1077
Reinforcing Steel	1070
Retaining Wall Panels	1077
Segmental Retaining Wall Units	1040-4
Select Material, Class V	1016
Shoulder Drain Materials	816-2
Steel Pipe	1036-4(A)

Use galvanized corrugated steel pipe with a zinc coating weight of 2 oz/sf (G200) for pile sleeves. Provide Type 2 geotextile for filtration and separation geotextiles. Use Class A concrete for CIP coping, leveling concrete and pads. Use galvanized steel pipe, threaded rods and nuts for the PET geogrid reinforcement vertical obstruction detail. Provide galvanized Grade 36 anchor rods and Grade A hex nuts that meet AASHTO M 314 for threaded rods and nuts.

Use panels and SRW units from producers approved by the Department and licensed by the MSE Wall Vendor. Provide steel strip connectors embedded in panels fabricated from structural steel that meets the requirements for steel strip reinforcement. Unless required otherwise in the contract, produce panels with a smooth flat final finish that meets Article 1077-11 of the *Standard Specifications*. Accurately locate and secure reinforcement connectors in panels and maintain required concrete cover. Produce panels within 1/4" of the panel dimensions shown in the accepted submittals.

Damaged panels or SRW units with excessive discoloration, chips or cracks as determined by the Engineer will be rejected. Do not damage reinforcement connection devices or mechanisms in handling or storing panels and SRW units.

Store steel materials on blocking at least 12" above the ground and protect it at all times from damage; and when placing in the work make sure it is free from dirt, dust, loose mill scale, loose rust, paint, oil or other foreign materials. Handle and store geotextiles and geogrids in accordance with Article 1056-2 of the *Standard Specifications*. Load, transport, unload and store MSE wall materials so materials are kept clean and free of damage. Bent, damaged or defective materials will be rejected.

A. Aggregate

Use standard size No. 57, 57M, 67 or 78M that meets Table 1005-1 of the *Standard Specifications* for coarse aggregate and the following for fine aggregate:

1. Standard size No. 1S, 2S, 2MS or 4S that meets Table 1005-2 of the *Standard Specifications* or

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2. Gradation that meets Class III, Type 3 select material in accordance with Article 1016-3 of the *Standard Specifications*.

Fine aggregate is exempt from mortar strength in Subarticle 1014-1(E) of the *Standard Specifications*. Use fine aggregate with a maximum organic content of 1.0%. Provide aggregate with electrochemical properties that meet the following requirements:

AGGREGATE pH REQUIREMENTS		
Aggregate Type (in reinforced zone)	Reinforcement or Connector Material	pH
Coarse or Fine	Steel	5 – 10
Coarse or Fine	PET	5 – 8
Coarse or Fine	Polyolefin (HDPE or Polypropylene)	4.5 – 9

AGGREGATE CHEMICAL REQUIREMENTS (Steel Reinforcement/Connector Materials Only)			
Aggregate Type (in reinforced zone)	Resistivity	Chlorides	Sulfates
Coarse	$\geq 5,000 \Omega \cdot \text{cm}$	$\leq 100 \text{ ppm}$	$\leq 200 \text{ ppm}$
Fine	$\geq 3,000 \Omega \cdot \text{cm}$		

Use aggregate from sources participating in the Department's Aggregate QC/QA Program as described in Section 1006 of the *Standard Specifications*. Sample and test aggregate in accordance with the *Mechanically Stabilized Earth Wall Aggregate Sampling and Testing Procedures*. Electrochemical testing is only required for coarse aggregate from sources in the Coastal Plain as defined by Subarticle 1018-2(B)(1).

B. Reinforcement

Provide steel or geosynthetic reinforcement supplied by the MSE Wall Vendor or a manufacturer approved or licensed by the vendor. Use reinforcement approved for the chosen MSE wall system. The list of approved reinforcement for each MSE wall system is available from the website shown elsewhere in this provision.

1. Steel Reinforcement

Provide Type 1 material certifications in accordance with Article 106-3 of the *Standard Specifications* for steel reinforcement. Use welded wire grid reinforcement ("mesh", "mats" and "ladders") that meet Article 1070-3 of the *Standard Specifications* and steel strip reinforcement ("straps") that meet ASTM A572, A1011 or A463. Use 10 gauge or heavier structural steel Grade 50 or higher for steel strip reinforcement. Galvanize steel reinforcement in accordance with Section 1076 of the *Standard Specifications* or provide aluminized steel strip reinforcement that meet ASTM A463, Type 2-100.

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2. Geosynthetic Reinforcement

Use HDPE or PP geogrid for geogrid reinforcement connected to backwalls of end bent caps. Use PET or HDPE geogrid for geogrid reinforcement connected to SRW units and only HDPE geogrid for geogrid reinforcement connected to panels.

Define machine direction (MD) and cross-machine direction (CD) for geogrids per Article 1056-3 of the *Standard Specifications*. Provide Type 1 material certifications and identify geogrid reinforcement in accordance with Article 1056-3 of the *Standard Specifications*.

Provide extruded geogrids manufactured from punched and drawn polypropylene sheets for PP geogrids that meet the following:

PP GEOGRID REQUIREMENTS		
Property	Requirement¹	Test Method
Aperture Dimensions ²	1" x 1.2"	N/A
Minimum Rib Thickness ²	0.07" x 0.07"	N/A
Tensile Strength @ 2% Strain ²	580 lb/ft x 690 lb/ft	ASTM D6637, Method A
Tensile Strength @ 5% Strain ²	1,200 lb/ft x 1,370 lb/ft	
Ultimate Tensile Strength ²	1,850 lb/ft x 2,050 lb/ft	
Junction Efficiency ³ (MD)	93%	ASTM D7737
Flexural Rigidity ⁴	2,000,000 mg-cm	ASTM D7748
Aperture Stability Modulus ⁵	0.55 lb-ft/degrees	ASTM D7864
UV Stability (Retained Strength)	100% (after 500 hr of exposure)	ASTM D4355

- MARV per Article 1056-3 of the *Standard Specifications* except dimensions and thickness are nominal.
- Requirement for MD x CD.
- Junction Efficiency (%) = (Average Junction Strength ($X_{j\text{ave}}$) / Ultimate Tensile Strength in the MD from ASTM D6637, Method A) \times 100.
- Test specimens two ribs wide, with transverse ribs cut flush with exterior edges of longitudinal ribs, and sufficiently long to enable measurement of the overhang dimension.
- Applied moment of 17.7 lb-inch (torque increment).

C. Bearing Pads

For MSE panel walls, use bearing pads that meet Section 3.6.1.a of the *FHWA Design and Construction of Mechanically Stabilized Earth Walls and Reinforced Soil Slopes – Volume I* (Publication No. FHWA-NHI-10-024) except durometer hardness for rubber pads may be 60 or 80 \pm 5 and density testing for HDPE pads may be in accordance with ASTM D1505 or D792. Provide bearing pads with thicknesses that meet the following:

BEARING PAD THICKNESS	
Facing Area per Panel (A)	Minimum Pad Thickness After Compression (based on 2 times panel weight above pads)

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$A \leq 30$ sf	1/2"
$30 \text{ sf} < A \leq 75$ sf	3/4"

D. Miscellaneous Components

Miscellaneous components may include connectors (e.g., anchors, bars, clamps, pins, plates, ties, etc.), fasteners (e.g., bolts, nuts, washers, etc.) and any other MSE wall components not included above. Galvanize steel components in accordance with Section 1076 of the *Standard Specifications*. Provide miscellaneous components approved for the chosen MSE wall system. The list of approved miscellaneous components for each MSE wall system is available from the website shown elsewhere in this provision.

3.0 PRECONSTRUCTION REQUIREMENTS**A. MSE Wall Surveys**

The Retaining Wall Plans show a plan view, typical sections, details, notes and an elevation or profile view (wall envelope) for each MSE wall. Before beginning MSE wall design, survey existing ground elevations shown in the plans and other elevations in the vicinity of MSE wall locations as needed. For proposed slopes above or below MSE walls, survey existing ground elevations to at least 10 ft beyond slope stake points. Based on these elevations, finished grades and actual MSE wall dimensions and details, submit revised wall envelopes for acceptance. Use accepted wall envelopes for design.

B. MSE Wall Designs

For MSE wall designs, submit PDF files of working drawings and design calculations at least 30 days before the preconstruction meeting. Note name and NCDOT ID number of the panel or SRW unit production facility on working drawings. Do not begin MSE wall construction until a design submittal is accepted.

Use a prequalified MSE Segmental Wall Design Consultant to design MSE segmental walls. Provide MSE segmental wall designs sealed by a Design Engineer approved as a Geotechnical Engineer (key person) for the MSE Segmental Wall Design Consultant. Provide MSE panel wall designs sealed by a Design Engineer licensed in the state of North Carolina and employed or contracted by the MSE Wall Vendor.

Design MSE walls in accordance with the plans, *AASHTO LRFD Bridge Design Specifications* and any NCDOT restrictions for the chosen MSE wall system unless otherwise required. Design MSE walls for seismic if walls are located in seismic zone 2 based on Figure 2-1 of the *Structure Design Manual*. Connect reinforcement to panels or SRW units with methods or devices approved for the chosen system. Use a uniform reinforcement length throughout the wall height of at least 0.7H with H as shown in the plans or 6 ft, whichever is longer, unless noted otherwise in the plans. Extend the reinforced zone at least 6" beyond end of reinforcement. Do not locate

drains, the reinforced zone or leveling pads outside right-of-way or easement limits.

Use the simplified method for determining maximum reinforcement loads and design parameters approved for the chosen MSE wall system or default values in accordance with the AASHTO LRFD specifications. Design steel components including reinforcement and connectors for the design life noted in the plans and aggregate type in the reinforced zone. If an MSE wall system with geogrid reinforcement includes any steel parts for obstructions, bin walls, connections or other components, design steel exposed to aggregate for the design life noted in the plans and aggregate type in the reinforced zone. Use “loss of galvanizing” metal loss rates for nonaggressive backfill in accordance with the AASHTO LRFD specifications for galvanized and aluminized steel and metal loss rates for carbon steel in accordance with the following:

CARBON STEEL CORROSION RATES	
Aggregate Type (in reinforced zone)	Carbon Steel Loss Rate (after coating depletion)
Coarse	0.47 mil/year
Fine (except abutment walls)	0.58 mil/year
Fine (abutment walls)	0.70 mil/year

For PET or HDPE geogrid reinforcement and geosynthetic connectors, use approved geosynthetic properties for the design life noted in the plans and aggregate type in the reinforced zone. For geogrid reinforcement connected to end bent caps, embed geosynthetic reinforcement or connectors in caps as shown in the plans. For PP geogrid reinforcement connected to end bent caps, use the following design parameters for the aggregate type in the reinforced approach fill.

PP GEOGRID REINFORCEMENT DESIGN PARAMETERS				
Aggregate Type (in reinforced zone)	T_{al} (MD)	F*	α	ρ
Coarse	400 lb/ft	0.70	0.8	32.0°
Fine	428 lb/ft	0.54	0.8	28.35°

Where,

- T_{al} = long-term design strength (LTDS),
 F* = pullout resistance factor,
 α = scale effect correction factor and
 ρ = soil-geogrid friction angle.

When noted in the plans, design MSE walls for a live load (traffic) surcharge of 250 psf in accordance with Figure C11.5.6-3(b) of the AASHTO LRFD specifications. For steel beam guardrail with 8 ft posts or concrete barrier rail above MSE walls, analyze top 2 reinforcement layers for traffic impact loads in accordance with Section 7.2 of the FHWA MSE wall manual shown elsewhere in this provision except use the following for geosynthetic reinforcement rupture:

$$\phi T_{al} R_c \geq T_{max} + (T_I / RF_{CR})$$

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Where,

- ϕ = resistance factor for tensile resistance in accordance with Section 7.2.1 of the FHWA MSE wall manual,
- T_{al} = long-term geosynthetic design strength approved for chosen MSE wall system,
- R_c = reinforcement coverage ratio = 1 for continuous geosynthetic reinforcement,
- T_{max} = factored static load in accordance with Section 7.2 of the FHWA MSE wall manual,
- T_I = factored impact load in accordance with Section 7.2 of the FHWA MSE wall manual and
- RF_{CR} = creep reduction factor approved for chosen MSE wall system.

When shown in the plans for abutment walls, use pile sleeves to segregate piles from aggregate in the reinforced zone. If existing or future obstructions such as foundations, guardrail, fence or handrail posts, moment slabs, pavements, pipes, inlets or utilities will interfere with reinforcement, maintain a clearance of at least 3" between obstructions and reinforcement unless otherwise approved. Design reinforcement for obstructions and locate reinforcement layers so all of reinforcement length is within 3" of corresponding connection elevations. Modify PET geogrid reinforcement for obstructions as shown in the plans.

Use 6" thick CIP unreinforced concrete leveling pads beneath panels and SRW units that are continuous at steps and extend at least 6" in front of and behind bottom row of panels or SRW units. Unless required otherwise in the plans, embed top of leveling pads in accordance with the following requirements:

EMBEDMENT REQUIREMENTS		
Front Slope¹ (H:V)	Minimum Embedment Depth² (whichever is greater)	
6:1 or flatter (except abutment walls)	H/20	1 ft for $H \leq 10$ ft 2 ft for $H > 10$ ft
6:1 or flatter (abutment walls)	H/10	2 ft
> 6:1 to < 3:1	H/10	2 ft
3:1 to 2:1	H/7	2 ft

1. Front slope is as shown in the plans.
2. Define "H" as the maximum design height plus embedment per wall with the design height and embedment as shown in the plans.

When noted in the plans, locate a continuous aggregate shoulder drain along the base of the reinforced zone behind the aggregate. Provide wall drainage systems consisting of drains and outlet components in accordance with Roadway Standard Drawing No. 816.02.

For MSE panel walls, cover joints at back of panels with filtration geotextiles at least 12" wide. If the approval of the chosen MSE wall system does not require a minimum

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number of bearing pads, provide the number of pads in accordance with the following:

NUMBER OF BEARING PADS		
Facing Area per Panel (A)	Maximum Wall Height Above Horizontal Panel Joint	Minimum Number of Pads per Horizontal Panel Joint
A ≤ 30 sf	25 ft	2
	35 ft ¹	3
30 sf < A ≤ 75 sf	25 ft	3
	35 ft ¹	4

1. Additional bearing pads per horizontal panel joint may be required for wall heights above joints greater than 35 ft.

For MSE segmental walls, coarse aggregate is required in any SRW unit core spaces and between and behind SRW units for a horizontal distance of at least 18". Separation geotextiles are required between the aggregate and overlying fill or pavement sections except when concrete pavement, full depth asphalt or cement treated base is placed directly on aggregate. When noted in the plans, separation geotextiles are also required at the back of the reinforced zone between the aggregate and backfill or natural ground. Unless required otherwise in the plans, use reinforced concrete coping at top of walls that meets the following requirements:

1. Coping dimensions as shown in the plans,
2. At the Contractor's option, coping that is precast or CIP concrete for MSE panel walls unless CIP coping is required as shown in the plans,
3. CIP concrete coping for MSE segmental walls and
4. At the Contractor's option and when shown in the plans, CIP concrete coping that extends down back of panels or SRW units or connects to panels or SRW units with dowels.

For MSE segmental walls with dowels, attach dowels to top courses of SRW units in accordance with the following:

1. Set dowels in core spaces of SRW units filled with grout instead of coarse aggregate or
2. Embed adhesively anchored dowels in holes of solid SRW units with epoxy.

For MSE panel walls with coping, connect CIP concrete coping or leveling concrete for precast concrete coping to top row of panels with dowels cast into panels. When concrete barrier rail is required above MSE walls, use concrete barrier rail with moment slab as shown in the plans.

Submit working drawings and design calculations for acceptance in accordance with Article 105-2 of the *Standard Specifications*. Submit working drawings showing plan views, wall profiles with foundation pressures, typical sections with reinforcement and

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connection details, aggregate locations and types, geotextile locations and details of leveling pads, panels or SRW units, coping, bin walls, slip joints, pile sleeves, etc. If necessary, include details on working drawings for concrete barrier rail with moment slab, reinforcement splices if allowed for the chosen MSE wall system, reinforcement connected to end bent caps, curved MSE walls with tight (short) radii and obstructions extending through walls or interfering with reinforcement, leveling pads, barriers or moment slabs. Submit design calculations for each wall section with different surcharge loads, geometry or material parameters. At least one analysis is required for each wall section with different reinforcement lengths. When designing MSE walls with computer software other than MSEW, use MSEW, version 3.0 with update 14.96 or later, manufactured by ADAMA Engineering, Inc. to verify the design. At least one MSEW analysis is required per 100 ft of wall length with at least one analysis for the wall section with the longest reinforcement. Submit electronic MSEW input files and PDF output files with design calculations.

C. Preconstruction Meeting

Before starting MSE wall construction, hold a preconstruction meeting to discuss the construction and inspection of the MSE walls. If this meeting occurs before all MSE wall submittals have been accepted, additional preconstruction meetings may be required before beginning construction of MSE walls without accepted submittals. The Resident or Bridge Maintenance Engineer, Area Construction Engineer, Geotechnical Operations Engineer, Contractor and MSE Wall Installer Superintendent will attend preconstruction meetings.

4.0 CORROSION MONITORING

Corrosion monitoring is required for MSE walls with steel reinforcement. The Engineer will determine the number of monitoring locations and where to install the instrumentation. Contact M&T before beginning wall construction. M&T will provide the corrosion monitoring instrumentation kits and if necessary, assistance with installation.

5.0 SITE ASSISTANCE

Unless otherwise approved, an MSE Wall Vendor representative is required to assist and guide the MSE Wall Installer on-site for at least 8 hours when the first panels or SRW units and reinforcement layer are placed. If problems are encountered during construction, the Engineer may require the vendor representative to return to the site for a time period determined by the Engineer.

6.0 CONSTRUCTION METHODS

Control drainage during construction in the vicinity of MSE walls. Direct run off away from MSE walls, aggregate and backfill. Contain and maintain aggregate and backfill and protect material from erosion.

Excavate as necessary for MSE walls in accordance with the accepted submittals. If applicable and at the Contractor's option, use temporary shoring for wall construction

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instead of temporary slopes to construct MSE walls. Define “temporary shoring for wall construction” as temporary shoring not shown in the plans or required by the Engineer including shoring for OSHA reasons or the Contractor’s convenience.

Unless required otherwise in the plans, install foundations and if required, pile sleeves located in the reinforced zone before placing aggregate or reinforcement. Brace piles in the reinforced zone to maintain alignment when placing and compacting aggregate. Secure piles together with steel members near top of piles. Clamp members to piles instead of welding if bracing is at or below pile cut-off elevations.

Notify the Engineer when foundation excavation is complete. Do not place leveling pad concrete, aggregate or reinforcement until excavation dimensions and foundation material are approved.

Construct CIP concrete leveling pads at elevations and with dimensions shown in the accepted submittals and in accordance with Section 420 of the *Standard Specifications*. Cure leveling pads at least 24 hours before placing panels or SRW units.

Erect and support panels and stack SRW units so the final wall position is as shown in the accepted submittals. Stagger SRW units to create a running bond by centering SRW units over joints in the row below as shown in the accepted submittals. Space bearing pads in horizontal panel joints as shown in the accepted submittals and cover all panel joints with filtration geotextiles as shown in the accepted submittals. Attach filtration geotextiles to back of panels with adhesives, tapes or other approved methods.

Construct MSE walls with the following tolerances:

- A. SRW units are level from front to back and between units when checked with a 4 ft long level,
- B. Vertical joint widths are 1/4" maximum for SRW units and 3/4", ±1/4" for panels,
- C. Final wall face is within 3/4" of horizontal and vertical alignment shown in the accepted submittals when measured along a 10 ft straightedge and
- D. Final wall plumbness (batter) is not negative (wall face leaning forward) and within 0.5° of vertical unless otherwise approved.

Place reinforcement at locations and elevations shown in the accepted submittals and within 3" of corresponding connection elevations. Install reinforcement with the direction shown in the accepted submittals. Before placing aggregate, pull geogrid reinforcement taut so it is in tension and free of kinks, folds, wrinkles or creases. Reinforcement may be spliced once per reinforcement length if shown in the accepted submittals. Use reinforcement pieces at least 6 ft long. Contact the Engineer when unanticipated existing or future obstructions such as foundations, guardrail, fence or handrail posts, pavements, pipes, inlets or utilities will interfere with reinforcement. To avoid obstructions, deflect, skew or modify reinforcement as shown in the accepted submittals.

Place aggregate in the reinforced zone in 8" to 10" thick lifts. Compact fine aggregate in accordance with Subarticle 235-3(C) of the *Standard Specifications*. Use only hand

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operated compaction equipment to compact aggregate within 3 ft of panels or SRW units. At a distance greater than 3 ft, compact aggregate with at least 4 passes of an 8 ton to 10 ton vibratory roller in a direction parallel to the wall face. Smooth wheeled or rubber tired rollers are also acceptable for compacting aggregate. Do not use sheepsfoot, grid rollers or other types of compaction equipment with feet. Do not displace or damage reinforcement when placing and compacting aggregate. End dumping directly on geogrids is not permitted. Do not operate heavy equipment on reinforcement until it is covered with at least 8" of aggregate. Replace any damaged reinforcement to the satisfaction of the Engineer.

Backfill for MSE walls outside the reinforced zone in accordance with Article 410-8 of the *Standard Specifications*. If a drain is required, install wall drainage systems as shown in the accepted submittals and in accordance with Section 816 of the *Standard Specifications*. If pile sleeves are required, fill sleeves with loose uncompacted sand before constructing end bent caps.

Install dowels as necessary for SRW units and place and construct coping and leveling concrete as shown in the accepted submittals. Construct leveling concrete in accordance with Section 420 of the *Standard Specifications*. Construct CIP concrete coping in accordance with Subarticle 452-4(B) of the *Standard Specifications*. When single faced precast concrete barrier is required in front of and against MSE walls, stop coping just above barrier so coping does not interfere with placing barrier up against wall faces. If the gap between a single faced barrier and wall face is wider than 2", fill gap with Class V select material (standard size No. 78M stone). Otherwise, fill gap with backer rod and seal joint between barrier and MSE wall with silicone sealant.

When separation geotextiles are required, overlap adjacent geotextiles at least 18" and hold geotextiles in place with wire staples or anchor pins as needed. Seal joints above and behind MSE walls between coping and concrete slope protection with silicone sealant.

7.0 MEASUREMENT AND PAYMENT

MSE Retaining Wall No. __ will be measured and paid in square feet. MSE walls will be measured as the square feet of wall face area with the pay height equal to the difference between top of wall and top of leveling pad elevations. Define "top of wall" as top of coping or top of panels or SRW units for MSE walls without coping.

The contract unit price for *MSE Retaining Wall No. __* will be full compensation for providing designs, submittals, labor, tools, equipment and MSE wall materials, excavating, backfilling, hauling and removing excavated materials and supplying site assistance, leveling pads, panels, SRW units, reinforcement, aggregate, wall drainage systems, geotextiles, bearing pads, coping, miscellaneous components and any incidentals necessary to construct MSE walls. The contract unit price for *MSE Retaining Wall No. __* will also be full compensation for reinforcement and connector design for reinforcement connected to end bent caps, wall modifications for obstructions, pile sleeves filled with sand, joints sealed with silicone sealant and gaps between barriers and MSE walls filled with backer rod or No. 78M stone, if required.

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No separate payment will be made for temporary shoring for wall construction. Temporary shoring for wall construction will be incidental to the contract unit price for *MSE Retaining Wall No. __*.

The contract unit price for *MSE Retaining Wall No. __* does not include the cost for ditches, fences, handrails, barrier or guardrail associated with MSE walls as these items will be paid for elsewhere in the contract. The contract unit price for *MSE Retaining Wall No. __* also does not include the cost for constructing bridge approach fills behind end bents with MSE abutment walls. See *Bridge Approach Fills* provision for measurement and payment of Type III Reinforced Bridge Approach Fills.

Where it is necessary to provide backfill material behind the reinforced zone from sources other than excavated areas or borrow sources used in connection with other work in the contract, payment for furnishing and hauling such backfill material will be paid as extra work in accordance with Article 104-7 of the *Standard Specifications*. Placing and compacting such backfill material is not considered extra work but is incidental to the work being performed.

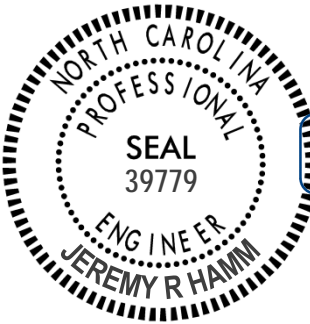
Payment will be made under:

Pay Item

MSE Retaining Wall No. __

Pay Unit

Square Foot



8/5/2019

DocuSigned by:

Jeremy R Hamm

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ANCHORED RETAINING WALLS**SPECIAL****1.0 GENERAL**

Construct anchored retaining walls consisting of ground anchors connected to steel H-piles with a CIP reinforced concrete face attached to front of piles. A ground anchor consists of a steel bar or multi-strand tendons grouted in a drilled hole inclined at an angle below horizontal. H-piles are typically drilled-in and timber lagging is typically used for temporary support of excavations during construction. Design and construct anchored retaining walls based on actual elevations and wall dimensions in accordance with the contract and accepted submittals. Use a prequalified Anchored Wall Contractor to construct anchored retaining walls. Define "anchored wall" as an anchored retaining wall and "Anchored Wall Contractor" as the Contractor installing ground anchors. Define "anchor" as a ground anchor, "pile" as a steel H-pile and "concrete facing" as a CIP reinforced concrete face. An abutment wall is defined as an anchored wall with anchors that extend under a bridge end bent or an anchored wall connected to an abutment wall. Even if only one anchor extends under a bridge end bent, the entire anchored wall is considered an abutment wall.

2.0 MATERIALS

Refer to the *Standard Specifications*.

Item	Section
Flowable Fill, Excavatable	1000-6
Geosynthetics	1056
Joint Materials	1028
Masonry	1040
Grout, Type 1	1003
Portland Cement	1024-1
Portland Cement Concrete	1000
Reinforcing Steel	1070
Select Material, Class VI	1016
Shoulder Drain Materials	816-2
Steel H-Piles	1084-1
Steel Plates	1072-2
Untreated Timber	1082-2
Water	1024-4
Welded Stud Shear Connectors	1072-6

Provide Type 2 geotextile for separation geotextiles, Class A concrete for concrete facing and Class VI select material (standard size No. 57 stone) for leveling pads and backfilling. Use Class A concrete that meets Article 450-2 of the *Standard Specifications* or Type 1 grout for drilled-in piles. Provide untreated timber with a thickness of at least 3" and a bending stress of at least 1,000 psi for timber lagging.

For ground anchors, use neat cement grout that only contains cement and water with a water cement ratio of 0.4 to 0.5 which is approximately 5.5 gallons of water per 94 lb of

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Portland cement. Provide grout with a compressive strength at 3 and 28 days of at least 1,500 psi and 4,000 psi, respectively.

Provide anchors consisting of grouted steel bars or multi-strand tendons and anchorages. Use high-strength deformed steel bars that meet AASHTO M 275 or seven-wire strands that meet ASTM A886 or Article 1070-5 of the *Standard Specifications*. Splice bars in accordance with Article 1070-9 of the *Standard Specifications*. Do not splice strands.

Provide Class I corrosion protection (encapsulated tendon) for anchors in accordance with *FHWA Geotechnical Engineering Circular No. 4 "Ground Anchors and Anchored Systems"* (Publication No. FHWA-IF-99-015). Use grease and grout filled sheaths for unbonded lengths of anchors and encapsulation for bond lengths of anchors that meet Article 6.3.4 of the *AASHTO LRFD Bridge Construction Specifications*. Provide trumpets with seals that meet Articles 6.3.3 and 6.4.3 of the AASHTO LRFD specifications. Use bondbreakers, spacers and centralizers that meet Article 6.3.5 of the AASHTO LRFD specifications.

Provide anchorages consisting of bearing plates with washers and nuts for bars or wedge plates and wedges for strands. Use steel plates for bearing plates and steel washers, hex nuts, wedge plates and wedges recommended by the Anchor Manufacturer.

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

3.0 PRECONSTRUCTION REQUIREMENTS**A. Anchored Wall Surveys**

The Retaining Wall Plans show a plan view, typical sections, details, notes and an elevation or profile view (wall envelope) for each anchored wall. Before beginning anchored wall design, survey existing ground elevations shown in the plans and other elevations in the vicinity of anchored wall locations as needed. For proposed slopes above or below anchored walls, survey existing ground elevations to at least 10 ft beyond slope stake points. Based on these elevations, finished grades and actual anchored wall dimensions and details, submit revised wall envelopes for acceptance. Use accepted wall envelopes for design.

B. Anchored Wall Designs

For anchored wall designs, submit PDF files of working drawings and design calculations at least 30 days before the preconstruction meeting. Do not begin anchored wall construction until a design submittal is accepted.

Use a prequalified Anchored Wall Design Consultant to design anchored walls.

Provide designs sealed by a Design Engineer approved as a Geotechnical Engineer (key person) for the Anchored Wall Design Consultant.

Design anchored walls in accordance with the plans and the *AASHTO LRFD Bridge Design Specifications* unless otherwise required. Design anchored walls for a maximum lateral movement of 2" or 0.5% of H, whichever is less, with H as shown in the plans. For abutment walls only, design anchored walls for seismic if wall sites meet either or both of the following:

- Wall site is in seismic zone 2 based on Figure 2-1 of the *Structure Design Manual*,
- Wall site is classified as AASHTO Site Class E, as noted in the plans, and is in or west of Pender, Duplin, Wayne, Johnston, Wake, Durham or Person County.

Design anchors that meet the following unless otherwise approved:

1. Bond length of at least 15 ft in soil and 10 ft in rock where rock is as determined by the Engineer,
2. Unbonded length of at least 15 ft and unbonded length behind critical failure surface of at least 5 ft or H/5, whichever is longer,
3. Inclination of at least 12° below horizontal,
4. Clearance between ends of tendons and drill holes of at least 6",
5. Grout cover between encapsulation and drill hole walls of at least 1/2" and
6. Diameter of 6" to 10".

Four inch diameter anchors may be approved for anchors in rock at the discretion of the Engineer. Where anchors go through piles, reinforce H-pile webs as shown in the plans or submit alternate reinforced web details. Do not extend anchors beyond right-of-way or easement limits. If existing or future obstructions such as foundations, guardrail, fence or handrail posts, pavements, pipes, inlets or utilities will interfere with anchors, maintain a clearance of at least 6" between obstructions and anchors.

When noted in the plans, design anchored walls for a live load (traffic) surcharge of 250 psf in accordance with Article 11.5.6 of the AASHTO LRFD specifications. For steel beam guardrail with 8 ft posts above anchored walls, analyze walls for a nominal horizontal load (P_{H1}) of 300 lb/ft of wall in accordance with Figure 3.11.6.3-2(a) of the AASHTO LRFD specifications. For concrete barrier rail above anchored walls, analyze walls for a nominal P_{H1} of 500 lb/ft of wall in accordance with Figure 3.11.6.3-2(a).

When a rock mass shear strength (S_m) is noted in the plans, analyze piles using the equation shown in Figure 3.11.5.6-2 of the AASHTO LRFD specifications to calculate the passive resistance of the rock ($\overline{P_p}$). Use a maximum H-pile spacing of 10 ft and drilled-in piles unless noted otherwise in the plans. Use concrete or Type 1 grout for embedded portions of drilled-in piles. Install drilled-in piles by excavating holes with diameters that will result in at least 3" of clearance all around piles.

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Provide temporary support of excavations for excavations more than 4 ft deep and timber lagging in accordance with the *AASHTO Guide Design Specifications for Bridge Temporary Works*. Backfill voids behind lagging and piles with No. 57 stone. Place separation geotextile between No. 57 stone and overlying fill or pavement sections except when concrete pavement, full depth asphalt or cement treated base is placed directly on stone.

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

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

Design concrete facing in accordance with the plans and Section 5 of the *AASHTO LRFD Bridge Design Specifications*. Provide reinforcing steel of sufficient density to satisfy Article 5.7.3.4 of the AASHTO LRFD specifications. Use concrete facing with the dimensions shown in the plans and attach facing to front of H-piles with welded stud shear connectors. When concrete barrier rail is required above anchored walls, use concrete barrier rail with moment slab as shown in the plans.

Submit working drawings and design calculations including unit grout/ground bond strengths and lock-off loads for acceptance in accordance with Article 105-2 of the *Standard Specifications*. Submit working drawings showing plan views, wall profiles with pile and anchor locations including known performance test anchor locations, typical sections and details of piles including reinforced web details, anchors, drainage, temporary support, leveling pads and concrete facing. If necessary, include details on working drawings for concrete barrier rail with moment slab and obstructions extending through walls or interfering with piles, anchors, barriers or moment slabs. Submit design calculations including lateral movement calculations for each wall section with different surcharge loads, geometry or material parameters. Include analysis of temporary conditions in design calculations. At least one analysis is required for each wall section with different anchor lengths. When designing anchored walls with computer software, a hand calculation is required for the wall section with the longest anchors.

C. Anchored Wall Construction Plan

Submit a PDF file of an anchored wall construction plan at least 30 days before the preconstruction meeting. Do not begin anchored wall construction until the construction plan submittal is accepted. Provide detailed project specific information in the anchored wall construction plan that includes the following:

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1. Overall description and sequence of anchored wall construction;
2. For drilled-in piles, installation details including drilling equipment and methods for stabilizing and filling holes and for driven piles, proposed pile driving methods and equipment in accordance with Subarticle 450-3(D)(2) of the *Standard Specifications*;
3. List and sizes of excavation equipment, drill rigs and tools, tremies and grouting equipment;
4. Procedures for excavations including temporary support, drilling and grouting, anchor and wall drainage system installation and facing construction;
5. Plan and methods for anchor testing with calibration certificates dated within 90 days of the submittal date;
6. Examples of construction records to be used in accordance with Sections 4.0(G) of this provision;
7. Grout mix design for ground anchors with acceptable ranges for grout flow and density; and
8. Other information shown in the plans or requested by the Engineer.

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

D. Preconstruction Meeting

Before starting anchored wall construction, hold a preconstruction meeting to discuss the construction, inspection and testing of the anchored walls. If this meeting occurs before all anchored wall submittals have been accepted, additional preconstruction meetings may be required before beginning construction of anchored walls without accepted submittals. The Resident or Bridge Maintenance Engineer, Area Construction Engineer, Geotechnical Operations Engineer, Contractor and Anchored Wall Contractor Superintendent will attend preconstruction meetings.

4.0 CONSTRUCTION METHODS

Control drainage during construction in the vicinity of anchored walls. Direct run off away from anchored walls and areas above and behind walls. Contain and maintain No. 57 stone and protect material from erosion.

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

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

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A. Piles

Install piles before excavating for anchored walls. Weld stud shear connectors to piles in accordance with Article 1072-6 of the *Standard Specifications*.

Install piles within 1" of horizontal and vertical alignment shown in the accepted submittals and with no negative batter (piles leaning forward). Minimize alignment variations between piles since variations can result in thicker concrete facing in some locations in order to provide the minimum required facing thickness elsewhere. Locate piles so the minimum required concrete facing thickness and roadway clearances are maintained for variable pile alignments.

Install piles to the required elevations in accordance with Subarticles 450-3(D) and 450-3(E) of the *Standard Specifications*. Piles may be installed with a vibratory hammer as approved by the Engineer. Do not splice piles. If necessary, cut off piles at elevations shown in the accepted submittals along a plane normal to the pile axis.

Use pile excavation to install drilled-in piles. If overexcavation occurs, fill to required elevations with No. 57 stone before setting piles. After filling holes with concrete or Type 1 grout to the elevations shown in the accepted submittals, remove any fluids and fill remaining portions of holes with flowable fill. Cure concrete or grout at least 7 days before excavating.

Notify the Engineer if refusal is reached before pile excavation or driven piles attain the required penetration. When this occurs, a revised anchored wall design or construction plan submittal may be required. When a minimum pile penetration into rock is noted in the plans, rock is as determined by the Engineer.

B. Excavation

Excavate in front of piles from the top down in accordance with the accepted submittals. Excavate in staged horizontal lifts with a maximum height of 5 ft. Use timber lagging or an alternate approved method for temporary support of excavations in accordance with the accepted submittals.

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

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

Remove flowable fill and material in between piles as necessary to install timber lagging. Position lagging with at least 3" of contact in the horizontal direction between

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the lagging and pile flanges. Do not excavate the next lift until temporary support for the current lift is accepted.

C. Anchors

Fabricate and install anchors in accordance with the accepted submittals and Articles 6.4 and 6.5 of the *AASHTO LRFD Bridge Construction Specifications* except use anchor materials that meet Section 2.0 this provision instead of the AASHTO LRFD specifications and do not use heat-shrink sheaths for unbonded lengths of anchors. Mix and place neat cement grout in accordance with Subarticles 1003-5, 1003-6 and 1003-7 of the *Standard Specifications*. Measure grout temperature, density and flow during grouting with at least the same frequency grout cubes are made for compressive strength. Perform density and flow field tests in the presence of the Engineer in accordance with American National Standards Institute/American Petroleum Institute Recommended Practice 13B-1 (Section 4, Mud Balance) and ASTM C939 (Flow Cone), respectively.

Test anchors in accordance with the contract and as directed. Performance and proof tests are required in accordance with the accepted submittals, Article 6.5.5 of the AASHTO LRFD specifications and the following requirements.

1. Performance tests are required for at least 2 anchors or 5% of total anchors, whichever is greater, for each anchored wall instead of the requirements in Article 6.5.5.2 of the AASHTO LRFD specifications.
2. Electrical resistance load cells are required for performance tests.
3. An additional load increment equal to the alignment load (AL) is required between the maximum test and lock-off loads in Table 6.5.5.2-1 of the AASHTO LRFD specifications.
4. Competent rock in Article 6.5.5.5 of the AASHTO LRFD specifications will be as determined by the Engineer.
5. The lock-off load is as shown in the accepted submittals.

The Engineer will determine the number and locations of performance tests required. The approximate known performance test anchor locations are shown in the plans. Submit identification numbers and calibration records for load cells, jacks and pressure gauges with the anchored wall construction plan. Calibrate each jack and pressure gauge as a unit.

D. Wall Drainage Systems

Install wall drainage systems as shown in the accepted submittals and in accordance with Section 816 of the *Standard Specifications*. Place geocomposite sheet drains with the geotextile side facing away from wall faces. Secure sheet drains so drains are in continuous contact with surfaces to which they are attached and allow for full flow the entire height of anchored walls. Discontinuous sheet drains are not allowed. If splices are needed, overlap sheet drains at least 12" so flow is not impeded. Connect sheet

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drains to aggregate leveling pads by embedding drain ends at least 4" into No. 57 stone.

E. Leveling Pads and Concrete Facing

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

Construct concrete facing in accordance with the accepted submittals and Section 420 of the *Standard Specifications*. Do not remove forms until concrete attains a compressive strength of at least 2,400 psi. Unless required otherwise in the plans, provide a Class 2 surface finish for concrete facing that meets Subarticle 420-17(F) of the *Standard Specifications*. Construct concrete facing joints at a spacing of 10 ft to 12 ft unless required otherwise in the plans. Make 1/2" thick expansion joints that meet Article 420-10 of the *Standard Specifications* for every third joint and 1/2" deep grooved contraction or sawed joints that meet Subarticle 825-10(B) or 825-10(E) respectively for the remaining joints. Stop reinforcing steel for concrete facing 2" on either side of expansion joints.

If a brick veneer is required, construct brick masonry in accordance with Section 830 of the *Standard Specifications*. Anchor brick veneers to anchored walls in accordance with Subarticle 453-4 of the *Standard Specifications*. Seal joints above and behind anchored walls between concrete facing and slope protection with silicone sealant.

F. Backfill

Backfill voids behind lagging and piles with No. 57 stone as shown in the accepted submittals. Ensure all voids between piles, lagging and excavation faces are filled with No. 57 stone. Compact stone to the satisfaction of the Engineer. When separation geotextiles are required, overlap adjacent geotextiles at least 18" and hold separation geotextiles in place with wire staples or anchor pins as needed.

G. Construction Records

Provide 2 copies of anchored wall construction records within 24 hours of completing each row of anchors. Include the following in construction records:

1. Names of Anchored Wall Contractor, Superintendent, Drill Rig Operator, Project Manager and Design Engineer;
2. Wall description, county, Department's contract, TIP and WBS element number;
3. Wall station and number and lift location, dimensions, elevations and description;
4. Anchor locations, dimensions and inclinations, tendon types, sizes and grades, corrosion protection and temporary casing information;
5. Date and time drilling begins and ends, tendons are inserted into drill holes, neat cement grout is mixed and arrives on-site and grout placement begins and ends;
6. Grout volume, temperature, flow and density records;

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7. Ground and surface water conditions and elevations if applicable;
8. Weather conditions including air temperature at time of grout placement;
9. Anchor testing records including load versus movement and time versus creep movement plots; and
10. All other pertinent details related to anchored wall construction.

The Engineer will review the construction records to determine if anchors are acceptable. If the Engineer determines an anchor is unacceptable, revise the anchor design or installation methods. Submit a revised anchored wall design or construction plan for acceptance and provide an acceptable anchor with the revised design or installation methods. If necessary, provide additional anchors with the revised design or installation methods for the unacceptable anchors.

After completing each anchored wall or stage of a wall, provide a PDF file of all corresponding construction records.

5.0 MEASUREMENT AND PAYMENT

Anchored Retaining Walls will be measured and paid in square feet. Anchored walls will be measured as the square feet of wall face area with the pay height equal to the difference between top of wall and top of leveling pad elevations. Define "top of wall" as top of concrete facing.

The contract unit price for *Anchored Retaining Walls* will be full compensation for providing designs, submittals, labor, tools, equipment and anchored wall materials, installing piles and anchors, grouting, anchor testing, excavating, backfilling, hauling and removing excavated materials and supplying temporary support of excavations, wall drainage systems, leveling pads, concrete facing, No. 57 stone, geotextiles and any incidentals necessary to construct anchored walls. The contract unit price for *Anchored Retaining Walls* will also be full compensation for brick veneers, if required. No additional payment will be made and no extension of completion date or time will be allowed for repairing overexcavations or unstable excavations, unacceptable anchors or thicker concrete facing.

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

Payment will be made under:

Pay Item

Anchored Retaining Walls

Pay Unit

Square Foot

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8/5/2019

DocuSigned by:

Jeremy R Hamm

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REINFORCED SOIL SLOPES:**(1-16-18)****Description**

Construct reinforced soil slopes (RSS) consisting of select material and geogrid reinforcement in the reinforced zone with erosion control products on slope faces. Slope erosion control includes matting with shoulder and slope borrow or geocells with compost blankets. Construct RSS in accordance with the contract and if included in the plans, Geotechnical Standard Detail No. 1802.01 or 1802.02. RSS are required to reinforce embankments and stabilize slopes at locations shown in the plans and as directed. Define “geogrids” as primary or secondary geogrids and “matting” as coir fiber mats or matting for erosion control. Define “standard RSS” as a RSS that meets either of the standard reinforced soil slope drawings (Geotechnical Standard Detail No. 1802.01 or 1802.02).

Materials

Refer to Division 10 of the *Standard Specifications*.

Item	Section
Geogrids	1056
Matting for Erosion Control	1060-8
Select Materials	1016
Shoulder and Slope Borrow	1019-2

Unless required otherwise in the plans, use Class I, II or III select material in the reinforced zone of RSS. Use geocells that meet the *Cellular Confinement Systems* provision, seeded compost blankets that meet the *Compost Blanket* provision and coir fiber mats that meet the *Coir Fiber Mat* provision.

Handle and store geogrids in accordance with Article 1056-2 of the *Standard Specifications*. Define “machine direction” (MD) and “cross-machine direction” (CD) for geogrids per Article 1056-3 of the *Standard Specifications*. Provide Type 1 material certifications and identify geogrids in accordance with Article 1056-3 of the *Standard Specifications*.

Use geogrids with a roll width of at least 4 ft. Use primary geogrids with an “approved” status code and secondary geogrids with an “approved” or “approved for provisional use” status code. Do not use geogrids with an “approved for provisional use” status code for primary geogrids. The list of approved geogrids is available from:

connect.ncdot.gov/resources/Materials/Pages/Materials-Manual-by-Material.aspx

Provide geogrids with design strengths in accordance with the plans. For standard RSS and based on actual RSS angle and height and select material to be used in the reinforced zone at each standard RSS location, provide geogrids with long-term design strengths in accordance with Geotechnical Standard Detail No. 1802.01 or 1802.02. Geogrids are typically approved for ultimate tensile strengths in the MD and CD or long-term design strengths for a 75-year design life in the MD based on material type. Define material type from the website above for select material as follows:

Material Type	Select Material
Borrow	Class I Select Material
Fine Aggregate	Class II or III Select Material

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If the website does not list a long-term design strength in the MD for an approved geogrid, do not use the geogrid for primary geogrid. If the website does not list a long-term design strength in the CD for an approved geogrid, use a long-term design strength equal to the ultimate tensile strength divided by 7 for the secondary geogrid.

Construction Methods

Before starting RSS construction, the Engineer may require a preconstruction meeting to discuss the construction and inspection of the RSS. If this meeting is required and occurs before all RSS submittals and material certifications have been accepted, additional preconstruction meetings may be required before beginning construction of RSS without accepted submittals. The Resident or District Engineer, Area Construction Engineer, Geotechnical Operations Engineer, Contractor and RSS Contractor Superintendent will attend preconstruction meetings.

Control drainage during construction in the vicinity of RSS. Direct run off away from RSS, select material and backfill. Contain and maintain select material and backfill and protect material from erosion.

Excavate as necessary for RSS in accordance with the contract. Maintain a horizontal clearance of at least 12" between the ends of primary geogrids and limits of reinforced zone as shown in the plans. When excavating existing slopes, bench slopes in accordance with Subarticle 235-3(A) of the *Standard Specifications*. Notify the Engineer when excavation is complete. Do not place primary geogrids until excavation dimensions and in-situ material are approved.

Place geogrids within 3" of locations shown in the plans. Install geogrids with the orientation, dimensions and number of layers shown in the plans. Before placing select material, pull geogrids taut so they are in tension and free of kinks, folds, wrinkles or creases. Contact the Engineer when existing or future obstructions such as foundations, pavements, pipes, inlets or utilities will interfere with geogrids. If necessary, the top geogrid layer may be lowered up to 9" to avoid obstructions. Extend geogrids to slope faces.

Install primary geogrids with the MD perpendicular to the embankment centerline. The MD is the direction of the length or long dimension of the geogrid roll. Unless shown otherwise in the plans, do not splice or overlap primary geogrids in the MD so splices or overlaps are parallel to toe of RSS. Unless shown otherwise in the plans and except for clearances at the ends of primary geogrids, completely cover select material at each primary geogrid layer with geogrid so primary geogrids are adjacent to each other in the CD, i.e., perpendicular to the MD. The CD is the direction of the width or short dimension of the geogrid roll.

Install secondary geogrids with MD parallel to toe of RSS. Secondary geogrids should be continuous for each secondary geogrid layer. If secondary geogrid roll length is too short, overlap ends of secondary geogrid rolls at least 12" in the direction that select material will be placed to prevent lifting the edge of the top geogrid.

Place select material in the reinforced zone in 8" to 10" thick lifts and compact material in accordance with Subarticle 235-3(C) of the *Standard Specifications*. For RSS steeper than 1.5:1 (H:V), compact slope faces with an approved method. Do not use sheepsfoot, grid rollers or other types of compaction equipment with feet. Do not displace or damage geogrids when placing and compacting select material. End dumping directly on geogrids is not permitted. Do not operate heavy equipment on geogrids until they are covered with at least 8" of select material. To prevent damaging geogrids, minimize turning and avoid sudden braking and sharp

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turns with compaction equipment. Replace any damaged geogrids to the satisfaction of the Engineer. Construct remaining portions of embankments outside the reinforced zone in accordance with Section 235 of the *Standard Specifications*.

Plate slope faces of RSS with at least 6" of shoulder and slope borrow except when using geocells for slope erosion control. Install slope erosion control as shown in the plans and as soon as possible to prevent damage to slope faces of RSS. If damage occurs, repair RSS and slope faces to the satisfaction of the Engineer before seeding or installing erosion control products. For matting, seed slope faces and cover shoulder and slope borrow with coir fiber mat or matting for erosion control as shown in the plans in accordance with the *Coir Fiber Mat* provision or Section 1631 of the *Standard Specifications*, respectively. Install geocells filled with seeded compost in accordance with the accepted submittals and the *Cellular Confinement Systems* and *Compost Blanket* provisions. Maintain slope erosion control until vegetation is established.

Measurement and Payment

Reinforced Soil Slopes will be measured and paid in square yards. RSS will be measured along the slope faces of RSS before installing slope erosion control as the square yards of RSS. No payment will be made for repairing damaged RSS or slope faces.

The contract unit price for *Reinforced Soil Slopes* will be full compensation for providing labor, tools, equipment and RSS materials, compacting select materials and supplying and placing geogrids, select material, shoulder and slope borrow and any incidentals necessary to construct RSS except for erosion control products. The contract unit price for *Reinforced Soil Slopes* will also be full compensation for excavating and hauling and removing excavated materials to install RSS.

Coir fiber mat and matting for erosion control will be measured and paid in accordance with the *Coir Fiber Mat* provision and Article 1631-4 of the *Standard Specifications*, respectively. Geocells and seeded compost blankets will be will be measured and paid in accordance with the *Cellular Confinement Systems* and *Compost Blanket* provisions, respectively.

Payment will be made under:

Pay Item

Reinforced Soil Slopes

Pay Unit

Square Yard



8/5/2019

DocuSigned by:

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TEMPORARY SOIL NAIL WALLS:**(3-17-15)****Description**

Construct temporary soil nail walls consisting of soil nails spaced at a regular pattern and connected to a reinforced shotcrete face. A soil nail consists of a steel bar grouted in a drilled hole inclined at an angle below horizontal. At the Contractor's option, use temporary soil nail walls instead of temporary shoring for full cut sections. Design and construct temporary soil nail walls based on actual elevations and wall dimensions in accordance with the contract and accepted submittals. Use a prequalified Anchored Wall Contractor to construct temporary soil nail walls. Define "soil nail wall" as a temporary soil nail wall and "Soil Nail Wall Contractor" as the Anchored Wall Contractor installing soil nails and applying shotcrete. Define "nail" as a soil nail.

Provide positive protection for soil nail walls at locations shown in the plans and as directed. See *Temporary Shoring* provision for positive protection types and definitions.

Materials

Refer to Division 10 of the *Standard Specifications*.

Item	Section
Anchor Pins	1056-2
Geocomposites	1056
Grout, Type 2	1003
Reinforcing Steel	1070
Shotcrete	1002
Select Material, Class IV	1016
Steel Plates	1072-2

Use Class IV select material (standard size No. ABC) for temporary guardrail and neat cement grout for Type 2 grout.

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

Fabricate centralizers from schedule 40 PVC plastic pipe or tube, steel or other material not detrimental to steel bars (no wood). Size centralizers to position bars within 1" of drill hole centers and allow tremies to be inserted to ends of holes. Use centralizers that do not interfere with grout placement or flow around bars.

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

Provide Type 6 material certifications for soil nail materials in accordance with Article 106-3 of the *Standard Specifications*. Store steel materials on blocking at least 12" above the ground and protect it at all times from damage; and when placing in the work make sure it is free from dirt, dust, loose mill scale, loose rust, paint, oil or other foreign materials. Load, transport, unload and store soil nail wall materials so materials are kept clean and free of damage. Bent, damaged or defective materials will be rejected.

Preconstruction Requirements

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(A) Concrete Barrier

Define “clear distance” behind concrete barrier as the horizontal distance between the barrier and edge of pavement. The minimum required clear distance for concrete barrier is shown in the plans. At the Contractor’s option or if the minimum required clear distance is not available, set concrete barrier next to and up against traffic side of soil nail walls except for barrier above walls. Concrete barrier with the minimum required clear distance is required above soil nail walls.

(B) Temporary Guardrail

Define “clear distance” behind temporary guardrail as the horizontal distance between guardrail posts and soil nail walls. At the Contractor’s option or if clear distance for soil nail walls is less than 4 ft, use temporary guardrail with 8 ft posts and a clear distance of at least 2.5 ft. Place ABC in clear distance and around guardrail posts instead of pavement.

(C) Soil Nail Wall Designs

Before beginning soil nail wall design, survey existing ground elevations in the vicinity of wall locations to determine actual design heights (H). Use a prequalified Anchored Wall Design Consultant to design soil nail walls. Provide designs sealed by a Design Engineer approved as a Geotechnical Engineer (key person) for the Anchored Wall Design Consultant.

Submit 8 copies of working drawings and 3 copies of design calculations and a PDF copy of each for soil nail wall designs in accordance with Article 105-2 of the *Standard Specifications*. Submit working drawings showing plan views, wall profiles, typical sections and details of soil nail wall design and construction sequence. Include details in working drawings of soil nail locations, unit grout/ground bond strengths, shotcrete reinforcement and if necessary, obstructions extending through walls or interfering with nails. Include details in construction sequence of excavation, grouting, installing reinforcement, nail testing and shotcreting with mix designs and shotcrete nozzleman certifications. Do not begin soil nail wall construction until a design submittal is accepted.

Design soil nail walls in accordance with the plans and allowable stress design method in the *FHWA Geotechnical Engineering Circular No. 7 “Soil Nail Walls”* (Publication No. FHWA-IF-03-017) unless otherwise required.

Design soil nails that meet the following unless otherwise approved:

- (1) Horizontal and vertical spacing of at least 3 ft,
- (2) Inclination of at least 12° below horizontal and
- (3) Diameter of 4" to 10".

Do not extend nails beyond right-of-way or easement limits. If existing or future obstructions such as foundations, pavements, pipes, inlets or utilities will interfere with nails, maintain a clearance of at least 6" between obstructions and nails.

Design soil nail walls for a traffic surcharge of 250 lb/sf if traffic will be above and within H of walls. This traffic surcharge does not apply to construction traffic. Design

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soil nail walls for any construction surcharge if construction traffic will be above and within H of walls. For temporary guardrail with 8 ft posts above soil nail walls, analyze walls for a horizontal load of 300 lb/ft of wall.

Place geocomposite drain strips with a horizontal spacing of no more than 10 ft and center strips between adjacent nails. Attach drain strips to excavation faces. Use shotcrete at least 4" thick and reinforce shotcrete with #4 waler bars around nail heads. Two waler bars (one on each side of nail head) in the horizontal and vertical directions are required for a total of 4 bars per nail.

(D) Preconstruction Meeting

Before starting soil nail wall construction, hold a preconstruction meeting to discuss the construction, inspection and testing of the soil nail walls. If this meeting occurs before all soil nail wall submittals have been accepted, additional preconstruction meetings may be required before beginning construction of soil nail walls without accepted submittals. The Resident, District or Bridge Maintenance Engineer, Bridge or Roadway Construction Engineer, Geotechnical Operations Engineer, Contractor and Soil Nail Wall Contractor Superintendent will attend preconstruction meetings.

Construction Methods

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

Install foundations located behind soil nail walls before beginning wall construction. Do not excavate behind soil nail walls. If overexcavation occurs, repair walls with an approved method and a revised soil nail wall design may be required.

Install positive protection in accordance with the contract and accepted submittals. Use PCB in accordance with Section 1170 of the *Standard Specifications* and Standard Drawing No. 1170.01 of the *Roadway Standard Drawings*. Use temporary guardrail in accordance with Section 862 of the *Standard Specifications* and Standard Drawing No. 862.01, 862.02 and 862.03 of the *Roadway Standard Drawings*.

(A) Excavation

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

- (1) Heights not to exceed vertical nail spacing,
- (2) Bottom of lifts no more than 3 ft below nail locations for current lift and
- (3) Horizontal and vertical alignment within 6" of location shown in the accepted submittals.

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

Apply shotcrete to excavation faces within 24 hours of excavating each lift unless otherwise approved. Shotcreting may be delayed if it can be demonstrated that delays

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will not adversely affect excavation stability. If excavation faces will be exposed for more than 24 hours, use polyethylene sheets anchored at top and bottom of lifts to protect excavation faces from changes in moisture content.

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

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

(B) Soil Nails

Drill and grout nails the same day and do not leave drill holes open overnight. Control drilling and grouting to prevent excessive ground movements, damaging structures and pavements or fracturing rock and soil formations. If ground heave or subsidence occurs, suspend soil nail wall construction and take corrective action to minimize movement. If property damage occurs, make repairs with an approved method and a revised soil nail wall design may be required.

(1) Drilling

Use drill rigs of the sizes necessary to install soil nails and with sufficient capacity to drill through whatever materials are encountered. Drill straight and clean holes with the dimensions and inclination shown in the accepted submittals. Drill holes within 6" of locations and 2° of inclination shown in the accepted submittals unless otherwise approved.

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

(2) Steel Bars

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

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

(3) Grouting

Remove oil, rust inhibitors, residual drilling fluids and similar foreign materials from holding tanks/hoppers, stirring devices, pumps, lines, tremie pipes and any other equipment in contact with grout before use. Measure grout temperature, density and flow during grouting with at least the same frequency grout cubes are made for compressive strength. Perform density and flow field tests in the presence of the Engineer in accordance with American National Standards

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Institute/American Petroleum Institute Recommended Practice 13B-1 (Section 4, Mud Balance) and ASTM C939 (Flow Cone), respectively.

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

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

(4) **Nail Heads**

Install nail head assemblies after shotcreting. Before shotcrete reaches initial set, seat bearing plates and tighten nuts so plates contact shotcrete uniformly. If uniform contact is not possible, install nail head assemblies on mortar pads so nail heads are evenly loaded.

(C) Drain Strips

Install geocomposite drain strips as shown in the accepted submittals. Before installing shotcrete reinforcement, place drain strips with the geotextile side against excavation faces. For highly irregular faces and at the discretion of the Engineer, drain strips may be placed after shotcreting over weep holes through the shotcrete. Hold drain strips in place with anchor pins so strips are in continuous contact with surfaces to which they are attached and allow for full flow the entire height of soil nail walls. Discontinuous drain strips are not allowed. If splices are needed, overlap drain strips at least 12" so flow is not impeded. Cut off excess drain strip length and expose strip ends below shotcrete when soil nail wall construction is complete.

(D) Shotcrete

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

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

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

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

(E) Construction Records

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

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

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

Nail Testing

"Proof tests" are performed on nails incorporated into walls, i.e., production nails. Define "test nail" as a nail tested with a proof test. Proof tests are typically required for at least one nail per nail row per soil nail wall or at least 5% of production nails, whichever is greater. More or less test nails may be required depending on subsurface conditions encountered. The Engineer will determine the number and locations of proof tests required. Do not test nails until grout and shotcrete attain the required 3 day compressive strength.

(A) Test Equipment

Use the following equipment to test nails:

- (1) Two dial gauges with rigid supports,
- (2) Hydraulic jack and pressure gauge and
- (3) Jacking block or reaction frame.

Provide dial gauges with enough range and precision to measure the maximum test nail movement to 0.001". Use pressure gauges graduated in 100 psi increments or less. Submit identification numbers and calibration records for load cells, jacks and pressure

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gauges with the soil nail wall design. Calibrate each jack and pressure gauge as a unit.

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

(B) Test Nails

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

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

(C) Proof Tests

Determine maximum bond length (L_B) using the following:

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

Where,

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

Determine design test load (DTL) based on as-built bond length and allowable unit grout/ground bond strength using the following:

$$DTL = L_B \times Q_{ALL}$$

Where,

- DTL = design test load (kips).

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

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

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

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

(D) Test Nail Acceptance

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

- (1) Total movement during creep test is less than 0.04" between the 1 and 10 minute readings or less than 0.08" between the 6 and 60 minute readings and creep rate is linear or decreasing throughout hold time.
- (2) Total movement at maximum load exceeds 80% of the theoretical elastic elongation of the unbonded length.
- (3) Pullout failure does not occur at or before the 1.5 DTL load increment. Define "pullout failure" as the inability to increase load while movement continues. Record pullout failure load as part of test nail data.

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

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

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

Measurement and Payment

Temporary soil nail walls will be measured and paid in square feet. Temporary soil nail walls will be paid for at the contract unit price for *Temporary Shoring*. Temporary soil nail walls will be measured as the square feet of exposed wall face area. No measurement will be made for any embedment or pavement thickness above soil nail walls.

The contract unit price for *Temporary Shoring* will be full compensation for providing soil nail wall designs, submittals, labor, tools, equipment and soil nail wall materials, excavating, hauling and removing excavated materials, installing and testing soil nails, grouting, shotcreting and supplying drain strips and any incidentals necessary to construct soil nail walls. No additional payment will be made and no extension of completion date or time will be allowed for repairing property damage, overexcavations or unstable excavations, unacceptable test nails or thicker shotcrete.

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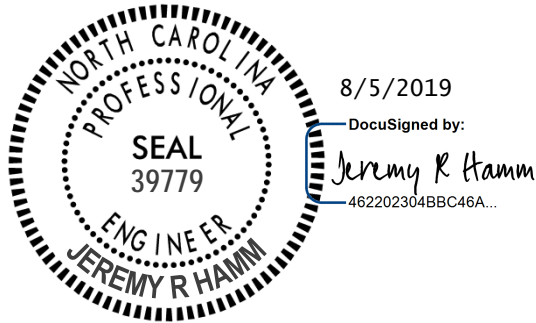
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No payment will be made for temporary shoring not shown in the plans or required by the Engineer including shoring for OSHA reasons or the Contractor's convenience. No value engineering proposals will be accepted based solely on revising or eliminating shoring locations shown in the plans or estimated quantities shown in the bid item sheets as a result of actual field measurements or site conditions.

PCB will be measured and paid in accordance with Section 1170 of the *Standard Specifications*. No additional payment will be made for anchoring PCB for soil nail walls. Costs for anchoring PCB will be incidental to soil nail walls.

Temporary guardrail will be measured and paid for in accordance with Section 862 of the *Standard Specifications*.



**PROJECT SPECIAL PROVISIONS
GEOENVIRONMENTAL**

CONTAMINATED SOIL (10/16/2018)

The Contractor’s attention is directed to the fact that soil contaminated with petroleum hydrocarbon compounds exist within the project area. The known areas of contamination are indicated on corresponding plans sheets. Information relating to these contaminated areas, sample locations, and investigation reports will be available at the following web address by navigating to the correct letting year and month then selecting, “Plans and Proposals”, “A-0011C”, “GeoEnv Postings”:

<http://dotw-xfer01.dot.state.nc.us/dsplan/>

Petroleum contaminated soil may be encountered during any earthwork activities on the project. The Contractor shall only excavate those soils that the Engineer designates necessary to complete a particular task. The Engineer shall determine if soil is contaminated based on petroleum odors and unusual soil staining. Contaminated soil not required to be excavated is to remain in place and undisturbed. Undisturbed soil shall remain in place, whether contaminated or not. The Contractor shall transport all contaminated soil excavated from the project to a facility licensed to accept contaminated soil.

In the event that a stockpile is needed, the stockpile shall be created within the property boundaries of the source material and in accordance with the Diagram for Temporary Containment and Treatment of Petroleum-Contaminated Soil per North Carolina Department of Environmental Quality’s Division of Waste Management UST Section GUIDELINES FOR EX SITU PETROLEUM CONTAMINATED SOIL REMEDIATION. If the volume of contaminated material exceeds available space on site, the Contractor shall obtain a permit from the NCDEQ UST Section’s Regional Office for off-site temporary storage. Stockpiling contaminated soil will be incidental to the project. The Contractor shall provide disposal manifests and weigh tickets to the Engineer for review and approval.

Measurement and Payment:

The quantity of contaminated soil hauled, and disposed of shall be the actual number of tons of material, which has been acceptably transported and weighed with certified scales as documented by disposal manifests and weigh tickets. The quantity of contaminated soil, measured as provided above, shall be paid for at the contract unit price per ton for “Hauling and Disposal of Petroleum Contaminated Soil”.

The above price and payment shall be full compensation for all work covered by this section, including, but not limited to stockpiling, loading, transportation, weighing, laboratory testing, disposal, equipment, decontamination of equipment, labor, and personal protective equipment.

Payment shall be made under:

Pay Item

Hauling and Disposal of Petroleum Contaminated Soil

Pay Unit

Ton

DocuSigned by:
Cyrus Parker
C96492AF5E824DF...
10/16/2018



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UC-1

County: CLAY

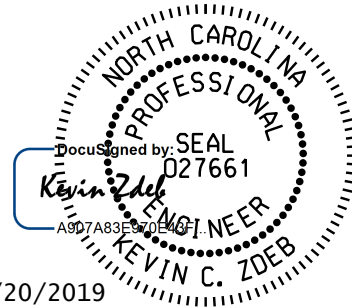
PROJECT SPECIAL PROVISIONS

Utility Construction

Weston & Sampson

WSE of North Carolina, PC
598 East Chatham Street Suite 137
Phone: 919.297.0220

NC
License:
C-4647
Cary, NC 27511
Fax: 919.297.0221



8/20/2019

**DOCUMENT NOT CONSIDERED FINAL
UNLESS ALL SIGNATURES COMPLETED**

Revise the 2018 Standard Specifications as follows:

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

Add the following sentences:

The Utility Owner is the Clay County Water and Sewer Department (CCWSD). The contact person is Mr. Dakota Ingram and he can be reached by phone at 828-389-1361.

Page 15-2, Sub-article 1500-7, Submittals and Records

Replace the paragraph beginning on Line 28 with the following:

Provide surveyed as-builts of the installed utility. The plans shall include notations of the size and type material installed; GPS coordinates of all: fittings, utility controls, and the horizontal and vertical locations of the piping. Provide boring logs from trenchless installations. Provide 2 copies to the Utility Owner and 2 copies to the Engineer at the end of the project.

Page 15-5, Sub-article 1515-2, Materials

Replace the paragraph beginning on Line 37 with the following:

Air release valves shall meet AWWA C-512, NSF-61, and NSF-372.

Air release valves on potable water systems shall be rated for a working pressure of 150 psi and a hydrostatic test pressure of 300 psi. The valve shall be constructed with a cast iron body, a top flange with stainless steel trim, a BUNA-N rubber seat, and shall have a 2" NPT screwed inlet and outlet. The valve shall also have a protective top / hood to prevent debris from entering the outlet of the valve.

Air release valves on sanitary sewer force main systems shall be a sewage combination air relief valve rated for a working pressure range of 0.05 bar to 16 bar and a test pressure of 25 bar. The valve shall have a conical body and be constructed of either welded/cast steel or stainless

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UC-2

County: CLAY

steel. The valve shall have a 2" NPT screwed inlet; a 1-1/2" threaded discharge outlet; and a 1" ball valve in the lower body for draining the valve during maintenance. The valve shall have all inner parts made of stainless steel and have an independent spring-guided linkage between the lower float/rod assembly and the upper float sealing mechanism.

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UC-3

County: CLAY

CLAY COUNTY PREFERRED PRODUCT LIST

1. Fire Hydrants: MUELLER – Super Centurion; or approved equal.
2. Water Air Release Valve: CRISPIN VALVE; or approved equal.
3. Sewer Combination Air Valve: A.R.I. FLOW CONTROL; or approved equal.

PROJECT SPECIAL PROVISIONS

Utilities by Others

**General:**

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

- A) Blue Ridge Mountain EMC – Distribution Power
- B) Frontier – Telephone
- C) Windstream– CATV
- D) Balsam West –Communications

The utility conflicts will be adjusted by the date noted and are therefore listed in these special provisions for the benefit of the Contractor. All utility work listed herein will be performed by the utility owner. All utilities are shown on the plans from the best available information.

The Contractor’s attention is directed to Article 105-8 of the 2018 Standard Specifications for Roads and Structures.

Utility Relocation will be broken up into phases along the project to maximize utility relocation efficiency.

- Phase 1 runs from L Line station 19+00 to L Line station 81+00
- Phase 2 runs from L Line station 81+00 to L Line station 115+00
- Phase 3 runs from L Line station 115+00 to L Line station 190+00
- Phase 4 runs from L Line station 190+00 to L Line station 222+00

*Each phase includes any relocation being performed along associated L Line and Y Lines

Utilities Requiring Adjustments:

- A) Blue Ridge Mountain EMC – Distribution Power
 Mr. Josh Swanson
 706.379.3121
josh.swanson@brmemc.com

1. See “Utilities By Others Plans” for utility conflicts
2. Blue Ridge Energy EMC will perform the tree clearing needed for the relocation work but will require any dwellings to be removed by NCDOT or the contractor.

3. Blue Ridge Energy EMC will require 5 calendar weeks notification to begin relocation.
4. Blue Ridge Energy EMC will complete their relocation of Phase 1 on November 1st, 2019.
5. Blue Ridge Energy EMC will complete their relocation of Phase 2 on December 2nd, 2019
6. Blue Ridge Energy EMC will complete their relocation of Phase 3 on January 6th, 2020.
7. Blue Ridge Energy EMC will complete their relocation of Phase 4 from May 1st thru June 1st, 2020 due to winter weather line load.
8. Blue Ridge Energy EMC will require the contractor to clear the right of way and PUE areas from L line station 38+00 to end of the project.
9. Blue Ridge Energy EMC will complete their relocation work from L line station 140+00 to 152+00 Left after contractor has completed slope cut.
10. Blue Ridge Energy EMC will complete their relocation work from L line station 127+00 to 132+50 Right after contractor has completed fill slope.
11. Blue Ridge Energy will require NCDOT to relocate the existing roadside billboards at the following locations before Blue Ridge Energy can complete their relocation:
 - 88+00 Left
 - 82+00 Right
 - 78+95 Right
 - 73+10 Right
 - 70+00 Right
 - 66+25 Right
 - 63+40 Right
12. Blue Ridge Energy will complete relocation efforts by June 1st, 2020

B) Windstream– CATV

Allen Davenport

706.970.9417

william.a.davenport@windstream.com

1. See “Utilities By Others Plans” for utility conflict
2. Windstream will occupy first frame position (top).
3. Windstream requires 2 calendar weeks notification to begin relocation.
4. Windstream will complete their relocation in phase 1 by December 9th, 2019
5. Windstream will complete their relocation in phase 2 by January 6th, 2020
6. Windstream will complete their relocation in phase 3 by February 3rd, 2020
7. Windstream will complete their relocation in phase 4 by June 22nd, 2020
8. Windstream will require any dwellings to be removed by NCDOT or the contractor prior to relocation being started.
9. Contractor should contact and Coordinate with Windstream before excavating begins.
10. Windstream will complete relocation efforts by June 22th, 2020

D) Frontier– Phone

Jerry Fisher

Jerry.d.fisher@ftr.com

1. See “Utilities By Others Plans” for utility conflict

2. Frontier will occupy second frame position (below Windstream).
3. Frontier requires 3 calendar weeks notification to begin relocation.
4. Frontier will complete their relocation in phase 1 by January 27th, 2020
5. Frontier will complete their relocation in phase 2 by February 24th, 2020
6. Frontier will complete their relocation in phase 3 by April 14th, 2020
7. Frontier will complete their relocation in phase 4 by July 6th, 2020
8. Frontier will require any dwellings to be removed by NCDOT or the contractor prior to relocation being started.
9. Contractor should contact and Coordinate with Frontier before excavating begins.
10. Frontier will complete relocation efforts by July 6th, 2020.

Balsam West FiberNET – Communications

Danny Haines
 828.399.9760
dhaines@balsamwest.net

1. See “Utilities By Others Plans” for utility conflict
2. Balsam West FiberNET will occupy the third pole frame position (bottom).
3. Balsam West FiberNET will require 3 weeks notification to begin work.
4. Balsam West FiberNET will complete their relocation in phase 1 by March 01, 2020.
5. Balsam West FiberNET will complete their relocation in phase 2 by March 16th, 2020.
6. Balsam West FiberNET will complete their relocation in phase 3 by April 27th, 2020.
7. Balsam West FiberNET will complete their relocation in phase 4 by July 20th, 2020.
8. Balsam West FiberNET will leave existing line in place and relocate vertically as needed on L line from station 190+00 to end of project.
9. Contractor should contact and Coordinate with Balsam West FiberNET before excavating begins.
10. Balsam West FiberNET will require any dwellings to be removed by NCDOT or the contractor prior to relocation being started.
11. Balsam West FiberNET will complete relocation efforts by July 20th, 2020.

	Start Date	Phase Completion Date			
		Phase 1	Phase 2	Phase 3	Phase 4
BRMEMC	10/1/19	11/01/19	12/02/19	01/06/20	06/01/20
Windstream	11/18/19	12/09/19	01/06/20	02/03/20	06/22/20
Frontier	12/3/19	01/27/20	02/24/20	04/14/20	07/06/20
Balsam West	2/17/20	03/01/20	03/16/20	04/27/20	07/20/20

*Start date for Blue Ridge Mountain EMC is dependent on removal of billboards in phase 1.

**Project Special Provisions
Erosion Control**

STABILIZATION REQUIREMENTS:

(4-30-2019)

Stabilization for this project shall comply with the time frame guidelines as specified by the NCG-010000 general construction permit effective April 1, 2019 issued by the North Carolina Department of Environmental Quality Division of Water Resources. Temporary or permanent ground cover stabilization shall occur within 7 calendar days from the last land-disturbing activity, with the following exceptions in which temporary or permanent ground cover shall be provided in 14 calendar days from the last land-disturbing activity:

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

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

SEEDING AND MULCHING:

(WestEd)

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

Shoulder and Median Areas

August 1 - June 1

20# Kentucky Bluegrass
75# Hard Fescue
25# Rye Grain
500# Fertilizer
4000# Limestone

May 1 - September 1

20# Kentucky Bluegrass
75# Hard Fescue
10# German or Browntop Millet
500# Fertilizer
4000# Limestone

Areas Beyond the Mowing Pattern, Waste and Borrow Areas:

August 1 - June 1

100# Tall Fescue
15# Kentucky Bluegrass
30# Hard Fescue
25# Rye Grain
500# Fertilizer
4000# Limestone

May 1 - September 1

100# Tall Fescue
15# Kentucky Bluegrass
30# Hard Fescue
10# German or Browntop Millet
500# Fertilizer
4000# Limestone

Approved Tall Fescue Cultivars

06 Dust	Escalade	Justice	Serengeti
2 nd Millennium	Essential	Kalahari	Shelby
3 rd Millennium	Evergreen 2	Kitty Hawk 2000	Sheridan
Apache III	Falcon IV	Legitimate	Signia
Avenger	Falcon NG	Lexington	Silver Hawk
Barlexas	Falcon V	LSD	Sliverstar
Barlexas II	Faith	Magellan	Shenandoah Elite
Bar Fa	Fat Cat	Matador	Sidewinder
Barrera	Festnova	Millennium SRP	Skyline
Barrington	Fidelity	Monet	Solara
Barrobusto	Finelawn Elite	Mustang 4	Southern Choice II
Barvado	Finelawn Xpress	Ninja 2	Speedway
Biltmore	Finesse II	Ol' Glory	Spyder LS
Bingo	Firebird	Olympic Gold	Sunset Gold
Bizem	Firecracker LS	Padre	Taccoa
Blackwatch	Firenza	Patagonia	Tanzania
Blade Runner II	Five Point	Pedigree	Trio
Bonsai	Focus	Picasso	Tahoe II
Braveheart	Forte	Piedmont	Talladega
Bravo	Garrison	Plantation	Tarheel
Bullseye	Gazelle II	Proseeds 5301	Terrano
Cannavaro	Gold Medallion	Prospect	Titan ltd
Catalyst	Grande 3	Pure Gold	Titanium LS
Cayenne	Greenbrooks	Quest	Tracer
Cessane Rz	Greenkeeper	Raptor II	Traverse SRP
Chipper	Gremlin	Rebel Exeda	Tulsa Time
Cochise IV	Greystone	Rebel Sentry	Turbo
Constitution	Guardian 21	Rebel IV	Turbo RZ
Corgi	Guardian 41	Regiment II	Tuxedo RZ
Corona	Hemi	Regenerate	Ultimate
Coyote	Honky Tonk	Rendition	Venture
Darlington	Hot Rod	Rhambler 2 SRP	Umbrella
Davinci	Hunter	Rembrandt	Van Gogh
Desire	Inferno	Reunion	Watchdog
Dominion	Innovator	Riverside	Wolfpack II
Dynamic	Integrity	RNP	Xtremegreen
Dynasty	Jaguar 3	Rocket	
Endeavor	Jamboree	Scorpion	

Approved Kentucky Bluegrass Cultivars:

4-Season	Blue Velvet	Gladstone	Quantum Leap
Alexa II	Blueberry	Granite	Rambo
America	Boomerang	Hampton	Rhapsody
Apollo	Brilliant	Harmonie	Rhythm
Arcadia	Cabernet	Impact	Rita
Aries	Champagne	Jefferson	Royce
Armada	Champlain	Juliet	Rubicon
Arrow	Chicago II	Jump Start	Rugby II
Arrowhead	Corsair	Keeneland	Shiraz
Aura	Courtyard	Langara	Showcase
Avid	Delight	Liberator	Skye
Award	Diva	Madison	Solar Eclipse
Awesome	Dynamo	Mercury	Sonoma
Bandera	Eagleton	Midnight	Sorbonne
Barduke	Emblem	Midnight II	Starburst
Barnique	Empire	Moon Shadow	Sudden Impact
Baroness	Envicta	Moonlight SLT	Total Eclipse
Barrister	Everest	Mystere	Touche
Barvette HGT	Everglade	Nu Destiny	Tsunami
Bedazzled	Excursion	NuChicago	Unique
Belissimo	Freedom II	NuGlade	Valor
Bewitched	Freedom III	Odyssey	Voyager II
Beyond	Front Page	Perfection	Washington
Blacksburg II	Futurity	Pinot	Zinfandel
Blackstone	Gaelic	Princeton 105	
Blue Note	Ginney II	Prosperity	

Approved Hard Fescue Cultivars:

Aurora II	Eureka II	Oxford	Scaldis II
Aurora Gold	Firefly	Reliant II	Spartan II
Berkshire	Granite	Reliant IV	Stonehenge
Bighorn GT	Heron	Rescue 911	
Chariot	Nordic	Rhino	

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

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

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

Native Grass Seeding And Mulching

(West)

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

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

August 1 - June 1

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

May 1 – September 1

- 18# Creeping Red Fescue
- 8# Big Bluestem
- 6# Indiangrass
- 4# Switchgrass
- 25# German or Browntop Millet
- 500# Fertilizer
- 4000# Limestone

Approved Creeping Red Fescue Cultivars:

Aberdeen

Boreal

Epic

Cindy Lou

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

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

Measurement and Payment

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

TEMPORARY SEEDING:

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

FERTILIZER TOPDRESSING:

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

SUPPLEMENTAL SEEDING:

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

MOWING:

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

RESPONSE FOR EROSION CONTROL:**Description**

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

Section	Erosion Control Item	Unit
1605	Temporary Silt Fence	LF
1606	Special Sediment Control Fence	LF/TON
1615	Temporary Mulching	ACR
1620	Seed - Temporary Seeding	LB
1620	Fertilizer - Temporary Seeding	TN
1631	Matting for Erosion Control	SY

SP	Coir Fiber Mat	SY
1640	Coir Fiber Baffles	LF
SP	Permanent Soil Reinforcement Mat	SY
1660	Seeding and Mulching	ACR
1661	Seed - Repair Seeding	LB
1661	Fertilizer - Repair Seeding	TON
1662	Seed - Supplemental Seeding	LB
1665	Fertilizer Topdressing	TON
SP	Safety/Highly Visible Fencing	LF
SP	Response for Erosion Control	EA

Construction Methods

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

Measurement and Payment

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

Payment will be made under:

Pay Item

Response for Erosion Control

Pay Unit

Each

MINIMIZE REMOVAL OF VEGETATION:

The Contractor shall minimize removal of vegetation within project limits to the maximum extent practicable. Vegetation along stream banks and adjacent to other jurisdictional resources outside the construction limits shall only be removed upon approval of Engineer. No additional payment will be made for this minimization work.

STOCKPILE AREAS:

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

ACCESS AND HAUL ROADS:

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

WASTE AND BORROW SOURCES:

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

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

All offsite Staging Areas, Borrow and Waste sites shall be in accordance with "Borrow and Waste Site Reclamation Procedures for Contracted Projects" located at:

<https://connect.ncdot.gov/resources/roadside/FieldOperationsDocuments/ContractedReclamationProcedures.pdf>

All forms and documents referenced in the "Borrow and Waste Site Reclamation Procedures for Contracted Projects" shall be included with the reclamation plans for offsite staging areas, and borrow and waste sites.

TEMPORARY DIVERSION:

This work consists of installation, maintenance, and cleanout of *Temporary Diversions* in accordance with Section 1630 of the *Standard Specifications*. The quantity of excavation for installation and cleanout will be measured and paid for as *Silt Excavation* in accordance with Article 1630-3 of the *Standard Specifications*.

TEMPORARY EARTH BERMS:**Description**

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

Construction Methods

The Contractor shall install the temporary earth berms in accordance with the details in the plans and at locations indicated in the plans, and as directed. Upon installation, the earth berms shall be immediately stabilized as provided in Section 1620 of the *Standard Specifications*. Other stabilization methods may be utilized with prior approval from the Engineer.

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

Measurement and Payment

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

Stabilization of the temporary earth berms will be paid for as *Temporary Seeding* as provided in Section 1620 of the *Standard Specifications*.

Such price and payment shall be considered full compensation for all work covered by this section including all materials, construction, maintenance, and removal of the temporary earth berms.

CLEAN WATER DIVERSION:

Description

This work consists of installing, maintaining, and removing any and all material required for the construction of clean water diversions. The clean water diversions shall be used to direct water flowing from offsite around/away from specific area(s) of construction.

Materials

Refer to Division 10

Item	Section
Geotextile for Soil Stabilization, Type 4	1056

Construction Methods

The Contractor shall install the clean water diversions in accordance with the details in the plans and at locations indicated in the plans, and as directed. Upon installation, the excavated material shall be immediately stabilized as provided in Section 1620 of the *Standard Specifications*. Other stabilization methods may be utilized with prior approval from the Engineer.

Line clean water diversion with geotextile unrolled in the direction of flow and lay smoothly but loosely on soil surface without creases. Bury top of slope geotextile edge in a trench at least 5"

deep and tamp securely. Make vertical overlaps a minimum of 18" with upstream geotextile overlapping the downstream geotextile.

Secure geotextile with eleven gauge wire staples shaped into a *u* shape with a length of not less than 6" and a throat not less than 1" in width. Place staples along outer edges and throughout the geotextile a maximum of 3 ft. horizontally and vertically.

Measurement and Payment

Silt Excavation will be measured and paid for in accordance with Article 1630-4 of the *Standard Specifications*.

Geotextile for Soil Stabilization will be measured and paid for in accordance with Article 270-4 of the *Standard Specifications*.

Stabilization of the excavated material will be paid for as *Temporary Seeding* as provided in Section 1620 of the *Standard Specifications*.

Such price and payment shall be considered full compensation for all work covered by this section including all materials, construction, maintenance, and removal of the clean water diversions.

SAFETY FENCE AND JURISDICTIONAL FLAGGING:

Description

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

Interior boundaries for jurisdictional areas noted above shall be delineated by stakes and highly visible flagging.

Jurisdictional boundaries at staging areas, waste sites, or borrow pits, whether considered outside or interior boundaries shall be delineated by stakes and highly visible flagging.

Materials

(A) Safety Fencing

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

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

section. Steel posts shall be at least 5 ft. in length, and have a minimum weight of 0.85 lb/ft of length.

(B) Boundary Flagging

Wooden stakes shall be 4 feet in length with a minimum nominal 3/4" x 1-3/4" cross section. The flagging shall be at least 1" in width. The flagging material shall be vinyl and shall be orange in color and highly visible.

Construction Methods

No additional clearing and grubbing is anticipated for the installation of this fence. The fence shall be erected to conform to the general contour of the ground.

(A) Safety Fencing

Posts shall be set at a maximum spacing of 10 ft., maintained in a vertical position and hand set or set with a post driver. Posts shall be installed a minimum of 2 ft. into the ground. If hand set, all backfill material shall be thoroughly tamped. Wood posts may be sharpened to a dull point if power driven. Posts damaged by power driving shall be removed and replaced prior to final acceptance. The tops of all wood posts shall be cut at a 30-degree angle. The wood posts may, at the option of the Contractor, be cut at this angle either before or after the posts are erected.

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

Place construction stakes to establish the location of the safety fence in accordance with Article 105-9 or Article 801-1 of the *Standard Specifications*. No direct pay will be made for the staking of the safety fence. All stakeouts for safety fence shall be considered incidental to the work being paid for as "Construction Surveying", except that where there is no pay item for construction surveying, all safety fence stakeout will be performed by state forces.

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

(B) Boundary Flagging

Boundary flagging delineation of interior boundaries shall consist of wooden stakes on 25 feet maximum intervals with highly visible orange flagging attached. Stakes shall be installed a minimum of 6" into the ground. Interior boundaries may be staked on a tangent that runs parallel to buffer but must not encroach on the buffer at any location. Interior boundaries of hand clearing shall be identified with a different colored flagging to distinguish it from mechanized clearing.

Boundary flagging delineation of interior boundaries will be placed in accordance with Article 105-9 or Article 801-1 of the *Standard Specifications*. No direct pay will be made for delineation of the interior boundaries. This delineation will be considered incidental to the work being paid

for as *Construction Surveying*, except that where there is no pay item or construction surveying the cost of boundary flagging delineation shall be included in the unit prices bid for the various items in the contract. Installation for delineation of all jurisdictional boundaries at staging areas, waste sites, or borrow pits shall consist of wooden stakes on 25 feet maximum intervals with highly visible orange flagging attached. Stakes shall be installed a minimum of 6" into the ground. Additional flagging may be placed on overhanging vegetation to enhance visibility but does not substitute for installation of stakes.

Installation of boundary flagging for delineation of all jurisdictional boundaries at staging areas, waste sites, or borrow pits shall be performed in accordance with Subarticle 230-4(B)(5) or Subarticle 802-2(F) of the *Standard Specifications*. No direct pay will be made for this delineation, as the cost of same shall be included in the unit prices bid for the various items in the contract.

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

Measurement and Payment

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

Payment will be made under:

Pay Item

Safety Fence

Pay Unit

Linear Foot

SKIMMER BASIN WITH BAFFLES:

Description

Provide a skimmer basin to remove sediment from construction site runoff at locations shown in the erosion control plans. See the Skimmer Basin with Baffles Detail sheet provided in the erosion control plans. Work includes constructing sediment basin, installation of temporary slope drain pipe and coir fiber baffles, furnishing, installation and cleanout of skimmer, providing and placing stone pad on bottom of basin underneath skimmer device, providing and placing a geotextile spillway liner, providing coir fiber mat stabilization for the skimmer outlet, disposing of excess materials, removing temporary slope drain, coir fiber baffles, geotextile liner and skimmer device, backfilling basin area with suitable material and providing proper drainage when basin area is abandoned.

Materials

Item	Section
Stone for Erosion Control, Class B	1042
Geotextile for Soil Stabilization, Type 4	1056
Fertilizer for Temporary Seeding	1060-2
Seed for Temporary Seeding	1060-4
Seeding and Mulching	1060-4
Matting for Erosion Control	1060-8
Staples	1060-8
Coir Fiber Mat	1060-14
Temporary Slope Drain	1622-2
Coir Fiber Baffle	1640

Provide appropriately sized and approved skimmer device.

Provide Schedule 40 PVC pipe with a length of 6 ft. to attach to the skimmer and the coupling connection to serve as the arm pipe. For skimmer sizes of 2.5 in. and smaller, the arm pipe diameter shall be 1.5 inches. For skimmer sizes of 3 in. and larger, refer to manufacturer recommendation.

Provide 4" diameter Schedule 40 PVC pipe to attach to coupling connection of skimmer to serve as the barrel pipe through the earthen dam.

Anchors: Staples, stakes, or reinforcement bars shall be used as anchors.

Wooden Stakes:

Provide hardwood stakes 12"- 24" long with a 2" x 2" nominal square cross section. One end of the stake must be sharpened or beveled to facilitate driving through the coir fiber mat and down into the underlying soil. The other end of the stake needs to have a 1"- 2" long head at the top with a 1"- 2" notch following to catch and secure the coir fiber mat.

Steel Reinforcement Bars:

Provide uncoated #10 steel reinforcement bars 24" nominal length. The bars shall have a 4" diameter bend at one end with a 4" straight section at the tip to catch and secure the coir fiber mat.

Staples:

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

Construction Methods

Excavate basin according to the erosion control plans with basin surface free of obstructions, debris, and pockets of low-density material. Install temporary slope drain pipe and construct the primary spillway according to the Skimmer Basin with Baffles Detail sheet in the erosion control plans. Temporary slope drain pipe at inlet of basin may be replaced by geotextile as directed. Construct the coir fiber baffles according to *Roadway Standard Drawings* No. 1640.01 and Section 1640 of the *Standard Specifications*.

Install skimmer device according to manufacturer recommendations. Install 4" Schedule 40 PVC pipe into dam on the lower side of basin 1 ft. from the bottom of the basin and according to the detail, and extend the pipe so the basin will drain. Attach a 6 ft. arm pipe to the coupling connection and skimmer according to manufacturer recommendations. The coupling shall be rigid and non-buoyant and not exceed a diameter of 4" and 12" in length. Attach the rope included with the skimmer to the tee between the vent socket and the tube inlet, and the other end to a wooden stake or metal post. Clean out skimmer device when it becomes clogged with sediment and/or debris and is unable to float at the top of water in skimmer basin. Take appropriate measures to avoid ice accumulation in the skimmer device. Construct a stone pad of Class B stone directly underneath the skimmer device at bottom of basin. The pad shall be a minimum of 12" in height, and shall have a minimum cross sectional area of 4 ft. by 4 ft.

Line primary spillway with geotextile unrolled in the direction of flow and lay smoothly but loosely on soil surface without creases. Bury edges of geotextile in a trench at least 5" deep and tamp firmly. If geotextile for the primary spillway is not one continuous piece of material, make horizontal overlaps a minimum of 18" with upstream geotextile overlapping the downstream geotextile. Secure geotextile with eleven gauge wire staples shaped into a *u* shape with a length of not less than 12" and a throat not less than 1" in width. Place staples along outer edges and throughout the geotextile a maximum of 3 ft. horizontally and vertically. Geotextile shall be placed to the bottom and across the entire width of the basin according to the Skimmer Basin with Baffles detail. Place sealant inside basin around barrel pipe on top of geotextile with a minimum width of 6 in.

At the skimmer outlet, provide a smooth soil surface free from stones, clods, or debris that will prevent contact of the coir fiber matting with the soil. Unroll the matting and apply without stretching such that it will lie smoothly but loosely on the soil surface. Wooden stakes, reinforcement bars, or staples may be used as anchors in accordance with the details in the plans and as directed. Place anchors across the matting at the ends approximately 1 ft. apart. Place anchors along the outer edges and down the center of the matting 3 ft. apart.

All bare side slope sections of the skimmer basin shall be seeded with a temporary or permanent seed mix as directed and in accordance with Articles 1620-3, 1620-4, 1620-5, 1660-4, 1660-5 and 1660-7 of the *Standard Specifications*. Straw or excelsior matting shall be installed on all bare side slope sections immediately upon the completion of seeding and in accordance with Article 1631-3 of the *Standard Specifications*.

Measurement and Payment

Silt Excavation will be measured and paid for in accordance with Article 1630-4 of the *Standard Specifications*, as calculated from the typical section throughout the length of the basin as shown on the final approved plans.

Geotextile for Soil Stabilization will be measured and paid for in accordance with Article 270-4 of the *Standard Specifications*.

Coir Fiber Baffles will be measured and paid for in accordance with Article 1640-4 of the *Standard Specifications*.

__" *Skimmer* will be measured in units of each. __" *Skimmer* will be measured and paid for as the maximum number of each size skimmer acceptably installed and in use at any one time during the life of the project. Barrel and arm pipe, cleanout, relocation and reinstallation of __" *Skimmer* is considered incidental to the measurement of the quantity of __" *Skimmer* and no separate payment will be made. No separate payment shall be made if __" *Skimmer*, barrel and/or arm pipe(s) are damaged by ice accumulation.

Coir Fiber Mat will be measured and paid for as the actual number of square yards measured along the surface of the ground over which coir fiber mat is installed and accepted.

Temporary Slope Drain will be measured and paid for in accordance with Article 1622-4 of the *Standard Specifications*.

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

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

Seed for Temporary Seeding will be measured and paid for in accordance with Article 1620-6 of the *Standard Specifications*.

Fertilizer for Temporary Seeding will be measured and paid for in accordance with Article 1620-6 of the *Standard Specifications*.

Matting for Erosion Control will be measured and paid for in accordance with Article 1631-4 of the *Standard Specifications*.

No measurement will be made for other items or for over excavation or stockpiling.

Payment will be made under:

Pay Item

__" Skimmer
Coir Fiber Mat

Pay Unit

Each
Square Yard

COIR FIBER WATTLES WITH POLYACRYLAMIDE (PAM):**Description**

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

Materials

Coir Fiber Wattle shall meet the following specifications:

100% Coir (Coconut) Fibers	
Minimum Diameter	12 in.
Minimum Density	3.5 lb/ft ³ +/- 10%
Net Material	Coir Fiber
Net Openings	2 in. x 2 in.
Net Strength	90 lbs.
Minimum Weight	2.6 lbs./ft. +/- 10%

Anchors: Stakes shall be used as anchors.

Wooden Stakes:

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

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

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

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

Construction Methods

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

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

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

Apply PAM over the lower center portion of the coir fiber wattle where the water is going to flow over at a rate of 2 ounces per wattle, and 1 ounce of PAM on matting on each side of the wattle. PAM applications shall be done during construction activities after every rainfall event that is equal to or exceeds 0.50 in.

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

Measurement and Payment

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

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

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

Payment will be made under:

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

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

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

Materials

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

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

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

Polyacrylamide (PAM) shall be applied in powder form and shall be anionic or neutrally charged. Soil samples shall be obtained in areas where the Temporary Rock Silt Checks Type A with Excelsior Matting and PAM will be placed, and from offsite material used to construct the roadway, and analyzed for the appropriate PAM flocculant to be utilized with each Temporary Rock Silt Check Type A. The PAM product used shall be listed on the North Carolina Department of Environmental Quality Division of Water Resources web site as an approved PAM product for use in North Carolina.

Construction Methods

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

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

Apply PAM at a rate of 4 ounces over the center portion of the Temporary Rock Silt Checks Type A and matting where the water is going to flow over. PAM applications shall be done during construction activities and after every rainfall event that is equal to or exceeds 0.50 in.

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

Measurement and Payment

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

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

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

Payment will be made under:

Pay Item	Pay Unit
Polyacrylamide(PAM)	Pound

CULVERT DIVERSION CHANNEL:

Description

This work consists of providing a *Culvert Diversion Channel* to detour the existing stream around the culvert construction site at locations shown on the plans. Work includes constructing the diversion channel, disposing of excess materials, providing and placing geotextile liner, maintaining the diversion area in an acceptable condition, removing geotextile liner, backfilling diversion channel area with suitable material, and providing proper drainage when diversion channel area is abandoned.

Materials

Refer to Division 10

Item	Section
Geotextile for Soil Stabilization, Type 4	1056

Construction Methods

Grade channel according to the plans with channel surface free of obstructions, debris, and pockets of low-density material. Utilize suitable material and provide disposal area for unsuitable material.

Line channel with geotextile unrolled in the direction of flow and lay smoothly but loosely on soil surface without creases. Bury top of slope geotextile edge in a trench at least 5" deep and tamp securely. Make vertical overlaps a minimum of 18" with upstream geotextile overlapping the downstream geotextile.

Secure geotextile with eleven gauge wire staples shaped into a *u* shape with a length of not less than 6" and a throat not less than 1" in width. Place staples along outer edges and throughout the geotextile a maximum of 3 ft. horizontally and vertically.

Measurement and Payment

Culvert Diversion Channel will be measured and paid for as the actual number of cubic yards excavated, as calculated from the typical section throughout the length of the diversion channel as shown on the final approved plans.

Geotextile for Soil Stabilization will be measured and paid for in accordance with Article 270-4 of the *Standard Specifications*.

Such price and payment shall be considered full compensation for all work covered by this section including all materials, construction, maintenance, and removal of *Culvert Diversion Channel*.

Payment will be made under:

Pay Item	Pay Unit
Culvert Diversion Channel	Cubic Yard

IMPERVIOUS DIKE:

Description

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

Materials

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

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

Measurement and Payment

Impervious Dike will be measured and paid as the actual number of linear feet of impervious dike(s) constructed, measured in place from end to end of each separate installation that has been completed and accepted. Such price and payment will be full compensation for all work including but not limited to furnishing materials, construction, maintenance, and removal of the impervious dike.

Payment will be made under:

Pay Item	Pay Unit
Impervious Dike	Linear Foot

TEMPORARY PIPE FOR CULVERT CONSTRUCTION:

Description

This work consists of furnishing, installing, maintaining and removing any and all temporary pipe used on this project in conjunction with the culvert construction.

Construction Methods

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 passageway for the stream through the work-site. The minimum size requirements will be as stated on the erosion control plans.

Measurement and Payment

___" *Temporary Pipe* will be measured and paid for at the contract unit price per linear foot of temporary pipe approved by the Engineer and measured in place from end to end. Such price and payment 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.

Payment will be made under:

Pay Item	Pay Unit
___" Temporary Pipe	Linear Foot

COIR FIBER MAT:**Description**

Furnish material, install and maintain coir fiber mat in locations shown on the plans or in locations as directed. Work includes providing all materials, excavating and backfilling, and placing and securing coir fiber mat with stakes, steel reinforcement bars or staples as directed.

Materials

Item	Section
Coir Fiber Mat	1060-14

Anchors: Stakes, reinforcement bars, or staples shall be used as anchors.

Wooden Stakes:

Provide hardwood stakes 12"- 24" long with a 2" x 2" nominal square cross section. One end of the stake must be sharpened or beveled to facilitate driving through the coir fiber mat and down into the underlying soil. The other end of the stake needs to have a 1"- 2" long head at the top with a 1"- 2" notch following to catch and secure the coir fiber mat.

Steel Reinforcement Bars:

Provide uncoated #10 steel reinforcement bars 24" nominal length. The bars shall have a 4" diameter bend at one end with a 4" straight section at the tip to catch and secure the coir fiber mat.

Staples:

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

Construction Methods

Place the coir fiber mat immediately upon final grading. Provide a smooth soil surface free from stones, clods, or debris that will prevent the contact of the mat with the soil. Unroll the mat and apply without stretching such that it will lie smoothly but loosely on the soil surface.

For stream relocation applications, take care to preserve the required line, grade, and cross section of the area covered. Bury the top slope end of each piece of mat in a narrow trench at least 6 in. deep and tamp firmly. Where one roll of matting ends and a second roll begins, overlap the end of the upper roll over the buried end of the second roll so there is a 6 in. overlap. Construct check trenches at least 12 in. deep every 50 ft. longitudinally along the edges of the mat or as directed. Fold over and bury mat to the full depth of the trench, close and tamp firmly. Overlap mat at least 6 in. where 2 or more widths of mat are installed side by side.

Place anchors across the mat at the ends approximately 1 ft. apart. Place anchors along the outer edges and down the center of the mat 3 ft. apart.

Adjustments in the trenching or anchoring requirements to fit individual site conditions may be required.

Measurement and Payment

Coir Fiber Mat will be measured and paid for as the actual number of square yards measured along the surface of the ground over which coir fiber mat is installed and accepted.

No measurement will be made for anchor items.

Payment will be made under:

Pay Item	Pay Unit
Coir Fiber Mat	Square Yard

CONCRETE WASHOUT STRUCTURE:

(01-03-19)

Description

Concrete washout structures are enclosures above or below grade to contain concrete waste water and associated concrete mix from washing out ready-mix trucks, drums, pumps, or other equipment. Concrete washouts must collect and retain all the concrete washout water and solids, so that this material does not migrate to surface waters or into the ground water. These enclosures are not intended for concrete waste not associated with wash out operations.

The concrete washout structure may include constructed devices above or below ground and or commercially available devices designed specifically to capture concrete wash water.

Materials

Item	Section
Temporary Silt Fence	1605

Safety Fence shall meet the specifications as provided elsewhere in this contract.

Geomembrane basin liner shall meet the following minimum physical properties for low permeability; it shall consist of a polypropylene or polyethylene 10 mil thick geomembrane. If the minimum setback dimensions can be achieved the liner is not required. (5 feet above groundwater, 50 feet from top of bank of perennial stream, other surface water body, or wetland.)

Construction Methods

Build an enclosed earthen berm or excavate to form an enclosure in accordance with the details and as directed.

Install temporary silt fence around the perimeter of the enclosure in accordance with the details and as directed if structure is not located in an area where existing erosion and sedimentation control devices are capable to containing any loss of sediment.

Post a sign with the words "Concrete Washout" in close proximity of the concrete washout area, so it is clearly visible to site personnel. Install safety fence as directed for visibility to construction traffic.

The construction details for the above grade and below grade concrete washout structures can be found on the following web page link:

<https://connect.ncdot.gov/resources/roadside/SoilWaterDocuments/ConcreteWashoutStructuredetail.pdf>

Alternate details for accommodating concrete washout may be submitted for review and approval.

The alternate details shall include the method used to retain and dispose of the concrete waste water within the project limits and in accordance with the minimum setback requirements. (5 feet above groundwater, 50 feet from top of bank of perennial stream, other surface water body, or wetland.)

Maintenance and Removal

Maintain the concrete washout structure(s) to provide adequate holding capacity plus a minimum freeboard of 12 inches. Remove and dispose of hardened concrete and return the structure to a functional condition after reaching 75% capacity.

Inspect concrete washout structures for damage and maintain for effectiveness.

Remove the concrete washout structures and sign upon project completion. Grade the earth material to match the existing contours and permanently seed and mulch area.

Measurement and Payment

Concrete Washout Structure will be paid for per each enclosure installed in accordance with the details. If alternate details are approved then those details will also be paid for per each approved and installed device.

Temporary Silt Fence will be measured and paid for in accordance with Article 1605-5 of the *Standard Specifications*.

No measurement will be made for other items or for over excavation or stockpiling.

Payment will be made under:

Pay Item

Concrete Washout Structure

Pay Unit

Each

FABRIC INSERT INLET PROTECTION DEVICE (HIGH FLOW)

(6-29-17)

Description

This work shall consist of installing, maintaining, and removing *Fabric Inlet Protection Device*, of the type specified, in inlet structures (catch basins, drop inlets, etc) in areas where asphalt or concrete may prevent the proper installation of a Rock Inlet Sediment Traps Type C, or as directed.

Materials

The product shall be a fabric inlet protection device composed of a fitted woven polypropylene geotextile double sewn with nylon thread suspended sack. The *Fabric Inlet Protection Device* shall be manufactured to fit the opening of the catch basin or drop inlet or shall have a deflector to direct runoff from the curb opening into the fabric sack. The *Fabric Inlet Protection Device* shall have a rigid frame or support system to support the loaded weight of the product. The product shall have lifting loops for removing the device from the basin and will have dump straps attached at the bottom to facilitate the emptying of the device. The *Fabric Inlet Protection Device* shall have an overflow system to allow stormwater to enter the inlet structure and avoid ponding on the roadway when the device reaches capacity

The stitching shall meet the following physical properties:

Physical	Test Method	English
Average Wide Width Strength	ASTM D-4884	165 lb/in

The fitted filter assembly shall have the following physical properties:

Physical	Test Method	English
Grab Tensile	ASTM D-4632	255 x 275 lbs
Minimum Puncture Strength	ASTM D-4833	125 lbs
Mullen Burst	ASTM D-3786	420 PSI
Minimum UV Resistance	ASTM D-4355	70 %.
Flow Rate	ASTM D-4491	200 gal/min/ft ²
Apparent Opening	ASTM D-4751	20 US Sieve
Permittivity	ASTM D-4491	1.5 sec ⁻¹

Construction Methods

Strictly comply with manufacturer's installation instructions and recommendations. Maintenance shall include regular daily inspections and after each qualifying rain event. The *Fabric Insert Inlet Protection Device* shall be emptied, cleaned and placed back into the basin when it reaches 50% capacity or as directed.

Measurement and Payment

This work will be paid for at the contract unit price per *Fabric Insert Inlet Protection Device* of the type specified, complete in place and accepted. Such payment shall be full compensation for furnishing and installing the *Fabric Insert Inlet Protection Device* in accordance with this specification and for all required maintenance.

Maintenance of the device, cleanout and disposal of accumulated sediments shall be paid for by *Fabric Insert Inlet Protection Device Cleanout*.

Payment will be made under:

Pay Item	Pay Unit
Fabric Insert Inlet Protection Device	Each
Fabric Insert Inlet Protection Device Cleanout	Each

**Project Special Provisions
On-Site Mitigation**

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PROJECT SPECIAL PROVISIONS
ON-SITE MITIGATION

STREAM CHANNEL RELOCATION WORK:

The Contractor performing the stream relocation work on this project shall be on NCDOT's Approved Pre-Qualified List for Stream Restoration and Construction (Work Code 1601).

STREAM CHANNEL RELOCATION LIMITATIONS:

The following sequence of construction shall be followed in the areas designated on the plans as stream relocations. Failure on the part of the Contractor to follow this sequence, and complete each step prior to proceeding in this area as specified, will be just cause for the Engineer to direct the suspension of work in accordance with Article 108-7 of the *Standard Specifications*.

- (A) Clear, but do not grub area within the Environmentally Sensitive Area on the existing stream to be relocated.
- (B) Construct and stabilize, with vegetation or erosion control materials sufficient to restrain erosion, the proposed stream channel relocation as shown on the plans.
- (C) Divert water into newly constructed channel only after it has been stabilized and approved.
- (D) Begin grubbing and/or grading within the Environmentally Sensitive Area of the existing stream.

The Contractor shall perform seeding and mulching and install erosion control matting to all cut/fill slopes adjacent to stream relocations in accordance with the contract.

The above requirements apply to the stream channels being constructed at the following stations:

Approx. -L- Sta. 89+10 to 94+85 LT (See OSM Plans)

Approx. -Y16- Sta. 11+75 to 13+25 LT (See sheets 2D-1 thru 2D-2)

CHANNEL SUBSTRATE MATERIAL:

Description

The work covered by this section consists of the furnishing, stockpiling, placing, and maintaining an approved stone to be utilized to construct streambank protection devices in and along the stream and at other locations designated in the plans or as directed.

The quantity of channel substrate material to be installed will be affected by the actual conditions that occur during the construction of the project. The quantity of channel substrate material may

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be increased, decreased, or eliminated entirely as directed. Such variations in quantity will not be considered as alterations in the details of construction or a change in the character of the work.

Materials

Channel Substrate Material shall consist of natural field stone or natural river rock. Crushed stone from a quarry will not be permitted. The channel substrate material shall be sound, tough, dense, resistant to the action of air and water, and suitable in all respects for the purpose intended. Channel Substrate Material may contain small amounts of fine aggregate but shall contain no amounts of soil material.

All channel substrate material shall meet the approval of the Engineer. While no specific gradation is required, the various sizes of the stone shall be equally distributed within the required size range. The size of an individual stone particle will be determined by measuring its diameter across the intermediate axis.

Channel Substrate Material shall be a mixture containing approximately the following size distribution:

50% Gravel - 0.12 to 3 inch diameter
50% Stone - 3 to 12 inch diameter

No more than 60% of the material furnished can be gravel material and no more than 75% of the material furnished can be stone material.

Measurement and Payment

The quantity of *Channel Substrate Material* to be paid for will be the actual number of tons of channel substrate material that has been incorporated into the work, or has been delivered to and stockpiled on the project as directed. Material that has been stockpiled will not be measured a second time. The channel substrate material will be measured by being weighed in trucks on certified platform scales or other certified weighing devices.

Such price and payment will be full compensation for all work covered by this section, including but not limited to furnishing, weighing, stockpiling, re-handling, placing, maintaining material, and disposal of any material not incorporated into the project.

Payment will be made under:

Pay Item	Pay Unit
Channel Substrate Material	Ton

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IMPERVIOUS SELECT MATERIAL:**Description**

This work consists of furnishing, stockpiling, placing and maintaining impervious select material for stream plugs in locations as shown on the plans and cross-sections or as directed.

The quantity of impervious select material to be installed will be affected by the actual conditions that occur during the construction of the project. The quantity of impervious select material may be increased, decreased, or eliminated entirely as directed. Such variations in quantity will not be considered as alterations in the details of construction or a change in the character of the work.

Materials

Materials that will function as impervious barriers to water movement shall be a silty or clay soil material meeting the requirements of AASHTP M 145 for soil classification A-2, A-6 and A-7 provided such materials do not have a Liquid Limit (LL) greater than 50. To maintain soil workability for placement and compaction, the following criteria shall apply for Plasticity Index (PI):

<u>Position of Borrow Material</u>	<u>Constraints on Plasticity Index (PI)</u>
Below the water table	Must be greater than 7 and less than 25
Above the water table	Must be greater than 7 and less than 35

Plasticity Index shall be determined in accordance with AASHTO T90 and the Liquid Limit shall be determined in accordance with AASHTO T89. The Contractor is cautioned that soils tend to become less workable as the PI increases above 20. Although a PI of 35 may be acceptable, the Contractor should be aware that additional efforts might be necessary to work the soil in order to achieve the minimum compaction standards.

Construction Methods

Impervious select material for stream plugs shall be constructed at locations as shown on the plans and cross-sections or as directed. Impervious select material for stream plugs shall be used at the outlet end of uncompacted channel fills, and may be used at other locations to provide surface drainage relief from the uncompacted fills.

(A) Clearing and Grubbing

Clear and Grub the stream plug cross-section on all sides to remove all vegetation and root mat material as directed to an elevation at least 1 ft. below the elevation of the existing channel cross-section.

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(B) Construction

Construct the stream plug using material that meets the requirements of the Materials section listed above. Construct the stream plug to the dimensions detailed on the plans.

Measurement and Payment

Impervious Select Material will be measured and paid for as the actual number of cubic yards of material, measured in their original position and computed by the average end area method, which has been acceptably excavated in accordance with the plans and specifications. Original cross-sections for the determination of the excavation quantities will be taken before any grading begins. Final cross-sections will be taken after the excavation has been completed, except that the plan typical sections will be used for the final cross-sections where, in the opinion of the Engineer, the work has been constructed in reasonably close conformity to the plan typical section. Original and final cross-sections will be taken by either ground or aerial survey methods, as determined by the Engineer.

Such price and payment will be full compensation for all work covered by this section, including but not limited to furnishing the source of the impervious select material, providing and implementing a development, use and reclamation plan; building, maintaining and obliterating haul roads; clearing and grubbing the source; removal and disposition of overburden and other unsuitable material; excavation; hauling; restoration of the source and haul roads to an acceptable condition, seeding and mulching and maintaining the work.

Payment will be made under:

Pay Item

Impervious Select Material

Pay Unit

Cubic Yard

PUMP AROUND OPERATION:**Description**

The work covered by this section consists of furnishing, installing, maintaining and removing any and all pump around operations used on this project. The Contractor shall install a pump around operation in locations chosen by the contractor and approved by the Engineer. The diversion pumping shall provide a passageway for the stream flow around the work site.

The quantity of diversion pumping may be increased, decreased, or eliminated entirely as directed. Such variations in quantity will not be considered as alterations in the details of construction or a change in the character of the work. See example pump around operation detail on the plans.

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Construction Methods

Install a temporary impervious dike as shown on the detail. Pump water around the work site. If the water is turbid or exposed to bare soil, pump through a special stilling basin. Follow detail for the pump around operation. Once the work is complete in an area remove the impervious dike and diversion pumping materials and equipment. Place structures in the area and stabilize immediately following removal of the pump around operation.

Measurement and Payment

Temporary impervious dikes will be considered incidental to the diversion pumping.

The pump around operation will be measured and paid for as lump sum for *Diversion Pumping*. This measurement shall include multiple installations and removals of the pump around operation.

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

Payment will be made under:

Pay Item

Diversion Pumping

Pay Unit

Lump Sum

ROCK CROSS VANE:

Description

This work consists of the construction and maintenance of physical barriers placed in and along the stream at locations designated on the plans to direct the stream flow (thalweg) toward the center of the channel and to provide grade control.

The quantity of rock cross vanes to be installed will be affected by the actual conditions that occur during the construction of the project. The quantity of rock cross vanes may be increased, decreased, or eliminated entirely as directed. Such variations in quantity will not be considered as alterations in the details of construction or a change in the character of the work.

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Materials

Refer to Division 10

Item	Section
Boulder	1042 and SP for Structure Stone
No. 57 Stone	1005
Riprap, Class A	1042-1
Geotextile for Drainage, Type 2	1056

Boulders shall be used as header and footer rocks for this device.

Construction Methods

Rock cross vanes shall be constructed in accordance with the Rock Cross Vane Detail shown in the plans or as directed. Two vanes, each approximately 1/3 of the stream channel's bankfull width, will form a 20°–30° angle out from the streambank toward upstream. The top elevation of both vanes will decrease from bankfull elevation toward the center of the channel at a slope of 4 to 10 percent. A vane running perpendicular to the stream's flow will connect the two outside vanes on the upstream end. Install header and footer rocks according to the detail and plate the upstream side with Type 2 Geotextile and No. 57 stone. Voids between the header and footer rocks can be filled with hand-placed Class A riprap as directed. Footer rocks shall be placed such that the header rock is at streambed elevation. The rock cross vane shall be keyed into the bank at the downstream end as shown on the Rock Cross Vane Detail.

Measurement and Payment

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

No. 57 Stone will be measured and paid for as provided elsewhere in this contract.

Riprap, Class __ will be measured and paid for in accordance with Article 876-4 of the *Standard Specifications*.

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

Such price and payment will be full compensation for all work covered by this section, including, but not limited to furnishing all materials, labor, equipment, and incidentals necessary to construct the rock cross vanes.

ROCK CROSS VANE FOR STEP POOLS:**Description**

This work consists of the construction and maintenance of physical barriers placed in and along the stream at locations designated on the plans to direct the stream flow (thalweg) toward the center of the channel and to provide grade control.

The quantity of rock cross vanes to be installed for step pools will be affected by the actual conditions that occur during the construction of the project. The quantity of rock cross vanes for step pools may be increased, decreased, or eliminated entirely as directed. Such variations in quantity will not be considered as alterations in the details of construction or a change in the character of the work.

Materials

Refer to Division 10

Item	Section
Boulder	1042 and SP for Structure Stone
No. 57 Stone	1005
Riprap, Class A	1042-1
Geotextile for Drainage, Type 2	1056

Boulders shall be used as header and footer rocks for this device.

Construction Methods

Rock cross vanes for step pools shall be constructed according to the Rock Cross Vane for Step Pools Detail shown on the plans or as directed. Two vanes each approximately 1/3 of the stream channel's bankfull width will form a 20°– 30° angle out from the streambank toward upstream. The top elevation of both vanes will decrease from bankfull elevation toward the center of the channel at a slope of 4 to 10 percent. A vane running perpendicular to the stream's flow will connect the two outside vanes on the upstream end. Install header and footer rocks according to the detail and plate the upstream side with Type 2 Geotextile and No. 57 stone. Voids between the header and footer rocks can be filled with hand-placed Class A riprap as directed. Footer rocks shall be placed such that the header rock is at streambed elevation. The rock cross vane shall be keyed into the bank at the downstream end as shown on the Rock Cross Vane detail. The spacing of the rock cross vanes used to create the step pools shall be as shown on the Step Pool detail or as directed. The excavated pools shall be lined with No. 57 stone and backfill as shown on the Step Pool Detail.

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Measurement and Payment

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

No. 57 Stone will be measured and paid for as provided elsewhere in this contract.

Riprap, Class __ will be measured and paid for in accordance with Article 876-4 of the *Standard Specifications*.

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

Such price and payment will be full compensation for all work covered by this section, including, but not limited to, furnishing all materials, labor, equipment and incidentals necessary to construct the rock cross vanes for step pools.

SITE GRADING FOR MITIGATION:**Description**

The Contractor shall perform grading as necessary to attain final surface elevations as shown on the plans and in the details.

Construction Methods**(A) Site Grading**

The Contractor shall perform grading as necessary to attain final surface elevations as shown on the plans and in the details. Field modifications shall be approved by the Engineer. Final grades shall meet the plan and stream dimensions within a tolerance of +/- 0.2 feet (2.4 inches).

(B) Stream Excavation/Ditch Filling

In areas where ditches are to be filled, the Contractor shall comply with the requirements of Subarticle 235-3(C) of the *Standard Specifications* to obtain a minimum 95% compaction rate. Lift thickness shall not exceed 1 ft. and compaction shall be achieved by use of mechanical compaction equipment only. Fill material shall be such that the Plasticity Index (PI) shall be equal to or greater than that of the PI in each surrounding soil strata. Organic material shall not exceed 10% of the total volume of the fill material used. No compaction shall be performed for graded areas unless directed.

Excess material shall be disposed of as shown on the plans or as directed.

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Measurement and Payment

All work completed under this section will be measured paid for as lump sum for *Grading*.

The above prices and payments will be full compensation for all work covered by this section.

Payment will be made under:

Pay Item	Pay Unit
Site Grading for Mitigation	Lump Sum

STREAMBANK REFORESTATION:

Description

Streambank Reforestation will be planted in areas designated on the plans and as directed. See the Streambank Reforestation Detail Sheets.

The entire *Streambank Reforestation* operation shall comply with the requirements of Section 1670 of the *Standard Specifications*.

Materials

Item	Section
Coir Fiber Mat	1060-14

Live Stakes:

Type I Streambank Reforestation shall be live stakes, planted along both streambanks. Live stakes shall be ½" - 2" in diameter. Stakes shall also be 2 ft. - 3 ft. in length.

Live staking plant material shall consist of a random mix made up of 50% Black Willow (*Salix nigra*) and 50% Silky Dogwood (*Cornus amomum*). Other species may be substituted upon approval of the Engineer. All plant material shall be harvested locally (within the same physiographic ecoregion and plant hardiness zone) or purchased from a local nursery, with the approval of the Engineer. All live stakes shall be dormant at time of acquisition and planting.

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Staples, stakes, or reinforcement bars shall be used as anchors and shall meet the following requirements:

Wooden Stakes:

Provide hardwood stakes 12"- 24" long with a 2" x 2" nominal square cross section. One end of the stake must be sharpened or beveled to facilitate driving through the coir fiber mat and down into the underlying soil. The other end of the stake needs to have a 1"- 2" long head at the top with a 1"- 2" notch following to catch and secure the coir fiber mat.

Steel Reinforcement Bars:

Provide uncoated #10 steel reinforcement bars 24" nominal length. The bars shall have a 4" diameter bend at one end with a 4" straight section at the tip to catch and secure the coir fiber mat.

Staples:

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

Bare Root Seedlings:

Type II Streambank Reforestation shall be bare root seedlings 12"-18" tall.

Construction Methods

Coir fiber matting shall be installed on the streambanks where live staking is to be planted as shown on the Streambank Reforestation Detail Sheets and in locations as directed. Work includes providing all materials, excavating and backfilling, and placing and securing coir fiber mat.

Provide a smooth soil surface free from stones, clods, or debris that will prevent the contact of the matting with the soil. Place the matting immediately upon final grading and permanent seeding. Take care to preserve the required line, grade, and cross section of the area covered.

Unroll the matting and apply without stretching such that it will lie smoothly but loosely on the soil surface. Bury the top slope end of each piece of matting in a narrow trench at least 6" deep and tamp firmly. Where one roll of matting ends and a second roll begins, overlap the end of the upper roll over the buried end of the second roll so there is a 6" overlap. Construct check trenches at least 12" deep every 50 ft. longitudinally along the edges of the matting, or as directed. Fold over and bury matting to the full depth of the trench, close and tamp firmly. Overlap matting at least 6" where 2 or more widths of matting are installed side by side.

Wooden stakes, reinforcement bars, or staples may be used as anchors in accordance with the Streambank Reforestation Detail Sheets and as directed. Place anchors across the matting at ends, junctions, and check trenches approximately 1 ft. apart. Place anchors down the center of each

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strip of matting 3 ft. apart. Place anchors along all lapped edges 1 ft. apart. Refer to the Streambank Reforestation Detail Sheets for anchoring pattern. The Engineer may require adjustments in the trenching or anchoring requirements to fit individual site conditions.

During preparation of the live stakes, the basal ends shall be cleanly cut at an angle to facilitate easy insertion into the soil, while the tops shall be cut square or blunt for tamping. All limbs shall be removed from the sides of the live cutting prior to installation.

Live stakes shall be installed within 48 hours of cutting. Outside storage locations should be continually shaded and protected from wind and direct sunlight. Live cut plant material shall remain moist at all times before planting.

Live stakes shall be spaced approximately 2 ft. on center. Live stakes shall be installed according to the configuration presented on the Streambank Reforestation Detail Sheets.

Tamp live stakes perpendicularly into the finished bank slope with a dead blow hammer, with buds oriented in an upward direction. Stakes should be tamped until approximately $\frac{3}{4}$ of the stake length is within the ground. The area around each live stake shall be compacted by foot after the live stake has been installed.

1" - 2" shall be cut cleanly off of the top of each live stake with loppers at an angle of approximately 15 degrees following installation. Any stakes that are split or damaged during installation shall be removed and replaced.

The bare root seedlings shall be planted as soon as practical following permanent *Seeding and Mulching*. The seedlings shall be planted from top of bank out, along both sides of the stream, as designated on the plans.

Root dip: The roots of reforestation seedlings shall be coated with a slurry of water, and either a fine clay (kaolin) or a superabsorbent that is designated as a bare root dip. The type, mixture ratio, method of application, and the time of application shall be submitted to the Engineer for approval.

With the approval of the Engineer, seedlings may be coated before delivery to the job or at the time of planting, but at no time shall the roots of the seedlings be allowed to dry out. The roots shall be moistened immediately prior to planting.

Seasonal Limitations: Streambank reforestation shall be planted from November 15 through March 15.

Measurement and Payment

Streambank Reforestation will be measured and paid for as the actual number of acres of land measured along the surface of the ground, which has been acceptably planted in accordance with this section.

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Payment will be made under:

Pay Item

Streambank Reforestation

Pay Unit

Acre

SURVEYING FOR MITIGATION:**Description**

Surveying for Mitigation shall be performed in accordance with the applicable requirements of Section 801 of the *Standard Specifications* and shall include but not be limited to the layout of the stream channel, temporary and permanent easements, and all sensitive areas associated with the implementation of the design as indicated in the plans. The contractor shall maintain a level and rod onsite at all times for use by the Engineer to ensure adequate stream grades are achieved. This will not alleviate the contractor's responsibility to make certain that the stream is constructed in accordance with the project plans and provisions.

Construction Methods

Stakeout of the stream channel in its entirety shall be performed in such a way that the Engineer can verify the layout of the stream channel prior to construction activities commencing. The Contractor shall mark the proposed location of the top of banks and centerline of the channel. At a minimum, ditch stakes shall be placed to indicate the head of riffle and max pool locations within the proposed channel. Differing front and back slopes shall be indicated on the stake. Stakes should be maintained until final inspection of the project. There will be no additional payment for re-staking.

Upon completion of the stakeout and prior to beginning construction, the contractor shall give the Engineer a 48-hour notice in order to approve the stream alignment.

Measurement and Payment

Payment for surveying for mitigation will be made for providing all construction layout, boundary surveying, and engineering necessary for the proper construction of the project in accordance with the project plans and special provisions. Surveying for adjustments to the stream alignment shall be considered incidental to the lump sum price for *Surveying for Mitigation*.

Payment will be made under:

Pay Item

Surveying for Mitigation

Pay Unit

Lump Sum

RIFFLE GRADE CONTROL**1.0 Description**

This work consists of the construction and maintenance of physical barriers placed in and along the stream at locations designated on the plans to provide grade control.

The quantity of riffle grade controls to be installed will be affected by the actual conditions that occur during the construction of the project. The quantity of riffle grade controls may be increased, decreased, or eliminated entirely as directed. Such variations in quantity will not be considered as alterations in the details of construction or a change in the character of the work.

2.0 Materials

Item	Section
No. 57 Stone	1005
Riprap, Class B, 1, and 2	1042
Channel Substrate Material	SP for Channel Substrate Material
Natural Sand	1005-3 and SP for Structure Stone

3.0 Construction Methods

Construct Riffle Grade Controls according to the Riffle Grade Control Detail shown on the plans or as directed.

Excavate bed and banks as described in Contract Documents. Excavate as necessary to achieve proper subgrade for placement of Riffle Stone Mix. Proper subgrade excavations will include the glide and run portions as specified in the plans.

Mix the multiple rock materials of the Riffle Stone Mix so it is well mixed.

Place the Riffle Stone Mix to the lines and grades specified in the plans. Place the Riffle Stone Mix to the full-course thickness in a manner that prevents segregation of the material sizes. Place larger particles of the Riffle Stone Mix to the full placement depth as indicated in the plans with smaller particles placed around the larger particles to promote interlocking and sealing of the structure. Place the Riffle Stone Mix in a manner that shingles the rock in the downstream direction. Do not simply dump Riffle Stone Mix to achieve final grade. Ensure a well-mixed and evenly distributed gradation of Riffle Stone Mix by rearranging individual rock as directed by the Engineer.

The structure will slope downstream as specified in the plans. Establish run and glide slopes according to the plans. Cover the run and glide portions of the structure with Channel Substrate Material. Compact this material to match proposed grade or pre-construction conditions as specified in the plans.

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4.0 Measurement and Payment

No. 57 Stone will be measured and paid for as provided in the special provision for *Structure Stone*. Mixing the No. 57 Stone into the Riffle Stone Mix is incidental to the No. 57 Stone item.

Natural Sand will be measured and paid for as provided in the special provision for *Structure Stone*. Mixing the Natural Sand into the Riffle Stone Mix is incidental to the Natural Sand item.

Riprap, Class ___ will be measured and paid for in accordance with Article 876-4 of the *Standard Specifications*. Mixing the Riprap, Class ___ into the Riffle Stone Mix is incidental to the Riprap, Class ___ item.

Channel Substrate Material will be measured and paid for as provided in the special provision for *Channel Substrate Material*.

Such price and payment will be full compensation for all work covered by this section, including, but not limited to, furnishing and mixing all materials, labor, equipment and incidentals necessary to construct the riffle grade controls.

ROCK TOE PROTECTION:**1.0 Description**

The work covered by this section consists of the construction of physical barriers placed along the banks of the stream at locations designated on the plans.

The quantity of rock toe protection to be installed will be affected by the actual conditions that occur during the construction of the project. The quantity of rock toe protection may be increased, decreased, or eliminated entirely as directed. Such variations in quantity will not be considered as alterations in the details of construction or a change in the character of the work.

2.0 Materials

Refer to Division 10

Item	Section
Geotextile for Drainage, Type 2	1056-4
Riprap, Class 2	1042

3.0 Construction Methods

Construct Rock Toe Protection according to the Rock Toe Protection detail shown on the plans or as directed by the Engineer.

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Excavate a section of the proposed channel bed and associated channel banks to obtain the necessary sub-grade in areas requiring cut. Fill and compact fill material, as indicated in the Wetland and Stream Mitigation Plan, along the proposed channel bed and associated channel banks to obtain the necessary sub-grade in areas requiring fill. Conform excavation and fill for the installation of Riprap, Class 2 to ensure the finished grade of the rock toe protection conforms to the dimensions, grades and details shown in the plans.

Install geotextile in accordance with Section 876-3.

Place Riprap, Class 2 as indicated in the plans and directed. Place stone carefully to not puncture the geotextile. Construct the rock toe protection so that the exposed face of the stones is flush with the proposed grade.

4.0 Measurement and Payment

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

Riprap, Class 2 will be measured and paid for in accordance with Article 876-4 of the *Standard Specifications*.

Such price and payment will be full compensation for all work covered by this section, including, but not limited to, furnishing all materials, labor, equipment and incidentals necessary to construct the rock toe protection.

STREAM PLUG:

1.0 Description

This work consists of the construction, maintenance, and removal of physical barriers placed in ditches, diversions or swales to reduce water flow.

The quantity of stream plugs to be constructed will be affected by the actual conditions that occur during the construction of the project. The quantity of stream plugs may be increased, decreased, or eliminated entirely as directed. Such variations in quantity will not be considered as alterations in the details of construction or a change in the character of the work.

2.0 Materials

Stream plugs shall consist of *Impervious Select Material* that shall meet the specifications as provided elsewhere in this contract.

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3.0 Construction Methods

Stream plugs shall be constructed at locations as shown on the plans or as directed. Clear and grub all side slopes of the channel. Place stream plug in channel ensuring that there is at least 10 ft. of embankment material between the plug and the face of the restored stream bank. Construct the stream plug across the entire width of the channel and to an elevation of 0.5 ft below the proposed fill elevation as shown on the plans. The length of the stream plug is to be a minimum of 16 ft and a maximum of 18 ft.

4.0 Measurement and Payment

Stream plugs will not be measured for payment under this article. *Impervious Select Material* will be measured and paid for as provided in the special provision for *Impervious Select Material*. This payment shall be considered full compensation for all materials, labor, equipment, and incidentals necessary to construct the stream plug.

The removal and disposal of silt accumulations will be measured and paid for as *Silt Excavation* in accordance with Article 1630-4 of the *Standard Specifications*.

STRUCTURE STONE:

1.0 Description

This work consists of furnishing, stockpiling, placing and maintaining approved stone used to construct rock cross-vanes, rock vanes, j-hook vanes, w-rock cross vanes, log vanes, root wad/log vanes, log cross vanes, root wad structures, rock cross vanes for step pools, channel blocks, double wing deflectors, single wing deflectors, stream crossings, rock energy dissipaters, constructed riffles, wood drop riffles, riffle grade controls, rock toe protection and for use in other locations as directed.

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

2.0 Materials

Refer to Division 10

Item	Section
No. 57 Stone	1005
Riprap, Class A, B, 1, and 2	1042
Geotextile for Drainage, Type 2	1056

Boulders shall meet the requirements of Section 1042 of the *Standard Specifications*. Boulders of minimum dimension 42" to 48" x 30" to 36" x 18" to 24" shall be individually picked for

use in the structures. Boulders shall be relatively flat on either side in the same dimension, preferably the long dimension.

Natural Sand: Furnish sand that is made from natural material (e.g., sandstone) and meets size gradation requirements of 2S Fine Aggregate as in Article 1005-3 of the *Standard Specifications*. Sand manufactured from a mechanical process is acceptable as long as sand is made from natural material (e.g., sandstone). Sand made from limestone material will not be accepted. Provide material samples to the Engineer for approval a minimum of two weeks prior to furnishing material to the site. Use only material approved by the representative for construction. Material not conforming to the specified requirements will be rejected at no cost to NCDOT.

3.0 Construction Methods

The Contractor shall place Geotextile and stone in locations and to the thickness, widths, and lengths as shown on the plans or as directed. All stone shall be placed to form a sediment and erosion control device, an in-stream structure, or a channel lining neatly and uniformly with an even surface in accordance with the contract and shall meet the approval of the Engineer.

4.0 Measurement and Payment

No. 57 Stone will be measured and paid as the actual number of tons that have been incorporated into the work, or have been delivered to and stockpiled on the project as directed. *No. 57 stone* that has been stockpiled will not be measured a second time.

Riprap, Class __ will be measured and paid for in accordance with Article 876-4 of the *Standard Specifications*.

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

Boulders will be measured and paid for as the actual number of tons that have been incorporated into the work, or have been delivered to and stockpiled on the project as directed. *Stone* that has been stockpiled will not be measured a second time.

Natural Sand will be measured and paid for as the actual number of tons that have been incorporated into the work, or have been delivered to and stockpiled on the project as directed. *Natural Sand* that has been stockpiled will not be measured a second time.

Such price and payment will be full compensation for all work covered by this section, including but not limited to furnishing, weighing, stockpiling, re-handling, mixing, placing, and maintaining the stone and disposal of any materials not incorporated into the project.

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Payment will be made under:

Pay Item	Pay Unit
No. 57 Stone	Ton
Boulders	Ton
Natural Sand	Ton

TOPSOIL:

1.0 Description

Placing stockpiled topsoil and/or furnishing and placing topsoil along the stream at locations designated on the plans.

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

2.0 Materials

Stockpiled and/or furnished topsoil meeting the following requirements:

- Gradation:

Sieve	Minimum Percent Passing by Weight
2 inches	100
No. 4	90
No. 10	80

Sand, silt and clay material passing the No. 10 sieve as determined according to AASHTO T88:

Material	Minimum Percent	Maximum Percent
Sand	10	70
Silt	15	80
Clay	5	30

- Organic Matter not less than 3% nor more than 10% as determined according to AASHTO T194
- pH in accordance with Article 1019-2 of the *Standard Specifications*.

Provide independent testing to confirm the stockpiled and/or furnished topsoil meets the above requirements. Independent testing must have been completed within the most recent 12 months at the time topsoil is placed on the project. Provide results of independent testing to

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the Engineer for review and approval a minimum of 2 weeks prior to anticipated stockpiling or delivery of material to the site. Material not conforming to the above requirements will be rejected at no cost to NCDOT.

3.0 Construction Methods

Grade the areas where topsoil is to be placed according to the plans or as directed by the Engineer. Ensure that the subsoil elevation where topsoil will be spread is at appropriate elevations so that final grade will be attained once topsoil is properly installed. Ensure the subsoil surface is loos and able to provide a suitable bond for the topsoil layer. This can be accomplished by using acceptable methods (e.g., disking, scarifying, etc.) to a depth of two inches. Prior to placing topsoil, remove all stones, clods, lumps and other foreign material two inches or larger in any dimension.

Place topsoil to a sufficient depth to ensure a finished and compacted topsoil depth of six inches (+/- 1/2 inch). Ensure finished elevations of the topsoil meet lines and grades in the plans within acceptable project tolerance. Compact topsoil with a roller having a weight not over 120 pounds per foot width or by other acceptable methods, as approved by the Engineer. Remove overdepth topsoil, unless otherwise agreed upon in writing. Do not place topsoil in wet or frozen condition.

4.0 Measurement and Payment

Topsoil will be measured and paid as the actual number of cubic yards of topsoil placed as specified herein and accepted. Topsoil will be measured by pit measurement as provided in Subarticle 230-5(A) of the *Standard Specifications* or by truck measurement as provided in Subarticle 230-5(B) of the *Standard Specifications*, as directed by the Engineer. Such price and payment will be full compensation for stockpiling, furnishing and hauling all materials, labor, equipment and incidentals necessary to complete the work satisfactorily.

Payment will be made under:

Pay Item
Topsoil

Pay Unit
Cubic Yard

WOOD DROP RIFFLE:

1.0 Description

This work consists of the construction and maintenance of physical barriers placed in and along the stream at locations designated on the plans to provide grade control.

The quantity of wood drop riffles to be installed will be affected by the actual conditions that occur during the construction of the project. The quantity of wood drop riffles may be

increased, decreased, or eliminated entirely as directed. Such variations in quantity will not be considered as alterations in the details of construction or a change in the character of the work.

2.0 Materials

Item	Section
No. 57 Stone	1005
Rip Rap, Class B, 1, and 2	1042
Channel Substrate Material	SP for Channel Substrate Material
Natural Sand	1005-3 and SP for Structure Stone

Logs: Hardwood tree species with a trunk diameter of 8" to 16" and a minimum length of 10' to allow proper construction in accordance with the Wood Drop Riffle Detail.

3.0 Construction Methods

Construct Wood Drop Riffles according to the Wood Drop Riffle Detail shown on the plans or as directed.

Excavate bed and banks as described in Contract Documents. Excavate as necessary to achieve proper subgrade for placement of Riffle Stone Mix. Proper subgrade excavations will include the glide and run portions as specified in the plans.

Place the Riffle Stone Mix to the lines and grades specified in the plans. Place the Riffle Stone Mix to the full-course thickness in a manner that prevents segregation of the material sizes. Place larger particles of the Riffle Stone Mix to the full placement depth as indicated in the plans with smaller particles placed around the larger particles to promote interlocking and sealing of the structure. Place the Riffle Stone Mix in a manner that shingles the rock in the downstream direction. Do not simply dump Riffle Stone Mix to achieve final grade. Ensure a well-mixed and evenly distributed gradation of Riffle Stone Mix by rearranging individual rock as directed by the Engineer.

The structure will slope downstream as specified in the plans. Establish run and glide slopes according to the plans.

Trench the installed Riffle Stone Mix to allow for the installation of embedded logs as shown in the plans. The trench width should be no more than six (6) inches greater than the log diameter. Embed logs into bed and banks and place at the angles, locations and embedment shown in the plans.

Replace bed material into the open space within the trench and compact to obtain a tight seal around the log.

Cover the run and glide portions of the structure with Channel Substrate Material. Compact this material to match proposed grade or pre-construction conditions as specified in the plans.

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4.0 Measurement and Payment

No. 57 Stone will be measured and paid for as provided in the special provision for *Structure Stone*. Mixing the *No. 57 Stone* into the Riffle Stone Mix is incidental to the *No. 57 Stone* item.

Natural Sand will be measured and paid for as provided in the special provision for *Structure Stone*. Mixing the *Natural Sand* into the Riffle Stone Mix is incidental to the *Natural Sand* item.

Riprap, Class ___ will be measured and paid for in accordance with Article 876-4 of the *Standard Specifications*. Mixing the *Riprap, Class ___* into the Riffle Stone Mix is incidental to the *Riprap, Class ___* item.

Channel Substrate Material will be measured and paid for as provided in the special provision for *Channel Substrate Material*.

Logs will be measured and paid for as the actual number of logs of each acceptable species and size, which have been incorporated into the work, or have been delivered to and stockpiled on the project as directed. Logs that have been stockpiled will not be measured a second time.

Such price and payment will be full compensation for all work covered by this section, including, but not limited to, furnishing and mixing all materials, labor, equipment and incidentals necessary to construct the wood drop riffles.

Payment will be made under:

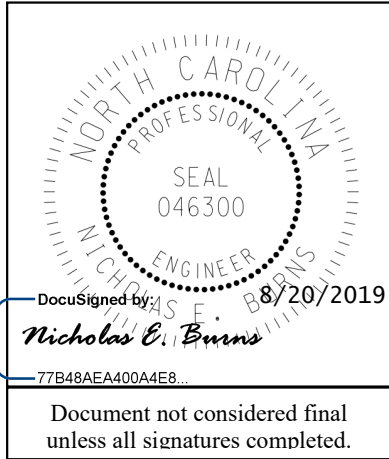
Pay Item
Logs

Pay Unit
Each

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**Signals and Intelligent Transportation Systems
Project Special Provisions
(Version 18.2)**

*Prepared By: NEB
20-Aug-19*

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1. 2018 STANDARD SPECIFICATIONS FOR ROADS & STRUCTURES

The 2018 Standard Specifications are revised as follows:

1.1. GENERAL REQUIREMENTS – Construction Methods (1700-3(K))

Page 17-4, revise sentence starting on line 14 to read “Modify existing electrical services, as necessary, to meet the grounding requirements of the NEC, these *Standard Specifications*, *Standard Drawings*, and the project plans.”

Page 17-4, revise sentence beginning on line 21 to read “Furnish and install additional ground rods to grounding electrode system as necessary to meet the *Standard Specifications*, *Standard Drawings*, and test requirements.”

1.2. WOOD POLES – Construction Methods (1720-3)

Page 17-18, revise sentence starting on line 13 to read “On new Department-owned poles, install a grounding system consisting of #6 AWG solid bare copper wire that is mechanically crimped using an irreversible compression tool with die to a single ground rod installed at base of pole or to the electrical service grounding electrode system located within 10 feet of the pole.”

2. SIGNAL HEADS

2.1. MATERIALS

A. General:

Fabricate vehicle signal head housings and end caps from die-cast aluminum. Fabricate 12-inch and 16-inch pedestrian signal head housings and end caps from die-cast aluminum. Fabricate 9-inch pedestrian signal head housings, end caps, and visors from virgin polycarbonate material. Provide visor mounting screws, door latches, and hinge pins fabricated from stainless steel. Provide interior screws, fasteners, and metal parts fabricated from stainless steel.

Fabricate tunnel and traditional visors from sheet aluminum.

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

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

Where required, provide polycarbonate signal heads and visors that comply with the provisions pertaining to the aluminum signal heads listed on the QPL with the following exceptions:

Fabricate signal head housings, end caps, and visors from virgin polycarbonate material. Provide UV stabilized polycarbonate plastic with a minimum thickness of 0.1 ± 0.01 inches that is highway yellow (Federal Standard 595C, Color Chip 13538). Ensure the color is incorporated into the plastic material before molding the signal head housings and end caps. Ensure the plastic

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formulation provides the following physical properties in the assembly (tests may be performed on separately molded specimens):

Test	Required	Method
Specific Gravity	1.17 minimum	ASTM D 792
Flammability	Self-extinguishing	ASTM D 635
Tensile Strength, yield, PSI	8500 minimum	ASTM D 638
Izod impact strength, ft-lb/in [notched, 1/8 inch]	12 minimum	ASTM D 256

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

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

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

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

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

3. Evidence of conformance with the requirements of these specifications,
4. A manufacturer's warranty statement in accordance with the required warranty, and

5. Submittal of manufacturer's design and production documentation for the model, including but not limited to, electrical schematics, electronic component values, proprietary part numbers, bill of materials, and production electrical and photometric test parameters.
6. Evidence of approval of the product to bear the Intertek ETL Verified product label for LED traffic signal modules.

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

B. Vehicle Signal Heads:

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

Provide visors that are 8 inches in length for 8-inch vehicle signal head sections. Provide visors that are 10 inches in length for 12-inch vehicle signal heads.

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

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

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

For messenger cable mounting, provide messenger cable hangers, wire outlet bodies, balance adjusters, bottom caps, wire entrance fitting brackets, and all other hardware necessary to make complete, watertight connections of the vehicle signal heads to the messenger cable. Fabricate messenger cable hanger components, wire outlet bodies and balance adjuster components from stainless steel or malleable iron galvanized in accordance with ASTM A153 (Class A) or ASTM A123. Provide serrated rings made of aluminum. Provide messenger cable hangers with U-bolt clamps. Fabricate washers, screws, hex-head bolts and associated nuts, clevis pins, cotter pins, U-bolt clamps and nuts from stainless steel.

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

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

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

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

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

1. LED Circular Signal Modules:

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

Provide the manufacturer's model number and the product number (assigned by the Department) for each module that appears on the 2018 or most recent Qualified Products List. In addition, provide manufacturer's certification in accordance with Article 106-3 of the *Standard Specifications*, that each module meets or exceeds the ITE "Vehicle Traffic Control Signal Heads – Light Emitting Diode (LED) Circular Signal Supplement" dated June 27, 2005 (hereafter referred to as VTCSH Circular Supplement) and other requirements stated in this specification.

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

Module Type	Max. Wattage at 165° F	Nominal Wattage at 77° F
12-inch red circular	17	11
8-inch red circular	13	8
12-inch green circular	15	15
8-inch green circular	12	12

For yellow circular signal modules, provide modules tested under the procedures outlined in the VTCSH Circular Supplement to insure power required at 77° F is 22 Watts or less for the 12-inch circular module and 13 Watts or less for the 8-inch circular module.

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

2. LED Arrow Signal Modules

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

Provide the manufacturer's model number and the product number (assigned by the Department) for each module that appears on the 2018 or most recent Qualified Products List. In addition, provide manufacturer's certification in accordance with Article 106-3 of the *Standard Specifications*, that each module meets or exceeds the requirements for 12-inch omnidirectional modules specified in the ITE "Vehicle Traffic Control Signal Heads – Light Emitting Diode (LED) Vehicle Arrow Traffic Signal Supplement" dated July 1, 2007 (hereafter referred to as VTCSH Arrow Supplement) and other requirements stated in this specification.

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

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

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

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

3. LED U-Turn Arrow Signal Modules:

Provide modules in the following configurations: 12-inch left u-turn arrow signal modules and 12-inch right u-turn arrow signal modules.

Modules are not required to be listed on the ITS and Signals Qualified Products List. Provide manufacturer's certification in accordance with Article 106-3 of the *Standard Specifications*, that each module meets or exceeds the ITE "Vehicle Traffic Control Signal Heads – Light Emitting Diode (LED) Circular Signal Supplement" dated June 27, 2005 (hereafter referred to as VTCSH Circular Supplement) and other requirements stated in this specification.

Provide modules that have minimum maintained luminous intensity values that are not less than 16% of the values calculated using the method described in section 4.1 of the VTCSH Circular Supplement.

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

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

For yellow u-turn arrow signal modules, provide modules tested under the procedures outlined in the VTCSH Circular Supplement to ensure power required at 77° F is 22 Watts or less.

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

C. Pedestrian Signal Heads:

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

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

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

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

Where required by the plans, provide 16-inch pedestrian signal heads with traditional three-sided, rectangular visors, 6 inches long. Where required by the plans, provide 12-inch pedestrian signal heads with traditional three-sided, rectangular visors, 8 inches long.

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

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

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

Design the LED pedestrian traffic signal modules (hereafter referred to as modules) for installation into standard pedestrian traffic signal sections that do not contain the incandescent signal section reflector, lens, eggcrate visor, gasket, or socket. Provide modules that consist of an assembly that uses LEDs as the light source in lieu of an incandescent lamp. Use LEDs that are of the latest aluminum indium gallium phosphorus (AlInGaP) technology for the Portland Orange hand and countdown displays. Use LEDs that are of the latest indium gallium nitride (InGaN) technology for the Lunar White walking man displays. Install the ultra-bright type LEDs that are rated for 100,000 hours of continuous operation from -40°F to $+165^{\circ}\text{F}$. Design modules to have a minimum useful life of 60 months and to meet all parameters of this specification during this period of useful life.

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

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

Provide modules in the following configuration: 16-inch displays which have the solid hand/walking man overlay on the left and the countdown on the right, and 12-inch displays which have the solid hand/walking man module as an overlay. All makes and models of LED modules purchased for use on the State Highway System shall appear on the current NCDOT Traffic Signal Qualified Products List (QPL).

Provide the manufacturer's model number and the product number (assigned by the Department) for each module that appears on the 2018 or most recent Qualified Products List. In addition, provide manufacturer's certification in accordance with Article 106-3 of the *Standard Specifications*, that each module meets or exceeds the ITE "Pedestrian Traffic Control Signal Indicators - Light Emitting Diode (LED) Signal Modules" dated August 04, 2010 (hereafter referred to as PTCSI Pedestrian Standard) and other requirements stated in this specification.

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

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

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

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

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

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

D. Signal Cable:

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

- For 16-4 cable: white, yellow, red, and green

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

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

3. CONTROLLERS WITH CABINETS

3.1. MATERIALS – TYPE 2070L CONTROLLERS

Conform to CALTRANS *Transportation Electrical Equipment Specifications (TEES)* (dated August 16, 2002, plus Errata 1 dated October 27, 2003 and Errata 2 dated June 08, 2004) except as required herein.

Furnish Model 2070L controllers. Ensure that removal of the CPU module from the controller will place the intersection into flash.

The Department will provide software at the beginning of the burning-in period. Contractor shall give 5 working days notice before needing software. Program software provided by the Department.

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

- MODEL 2070 1B, CPU Module, Single Board
- MODEL 2070-2A, Field I/O Module (FI/O)
 - Note: Configure the Field I/O Module to disable both the External WDT Shunt/Toggle Switch and SP3 (SP3 active indicator is “off”)
- MODEL 2070-3B, Front Panel Module (FP), Display B (8x40)
- MODEL 2070-4A, Power Supply Module, 10 AMP
- MODEL 2070-7A, Async Serial Com Module (9-pin RS-232)

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

For each master location and central control center, furnish a U.S. Robotics V.92 or approved equivalent auto-dial/auto-answer external modem to accomplish the interface to the Department-furnished microcomputers. Include all necessary hardware to ensure telecommunications.

3.2. MATERIALS – GENERAL CABINETS

Provide a moisture resistant coating on all circuit boards.

Provide one 20 mm diameter radial lead UL-recognized metal oxide varistor (MOV) between each load switch field terminal and equipment ground. Electrical performance is outlined below.

PROPERTIES OF MOV SURGE PROTECTOR	
Maximum Continuous Applied Voltage at 185° F	150 VAC (RMS) 200 VDC
Maximum Peak 8x20µs Current at 185° F	6500 A
Maximum Energy Rating at 185° F	80 J
Voltage Range 1 mA DC Test at 77° F	212-268 V
Max. Clamping Voltage 8x20µs, 100A at 77° F	395 V
Typical Capacitance (1 MHz) at 77° F	1600 pF

Provide a power line surge protector that is a two-stage device that will allow connection of the radio frequency interference filter between the stages of the device. Ensure that a maximum continuous current is at least 10A at 120V. Ensure that the device can withstand a minimum of 20 peak surge current occurrences at 20,000A for an 8x20 microsecond waveform. Provide a maximum clamp voltage of 395V at 20,000A with a nominal series inductance of 200µh. Ensure that the voltage does not exceed 395V. Provide devices that comply with the following:

Frequency (Hz)	Minimum Insertion Loss (dB)
60	0
10,000	30
50,000	55
100,000	50
500,000	50
2,000,000	60
5,000,000	40
10,000,000	20
20,000,000	25

3.3. MATERIALS – TYPE 170 DETECTOR SENSOR UNITS

Furnish detector sensor units that comply with Chapter 5 Section 1, “General Requirements,” and Chapter 5 Section 2, “Model 222 & 224 Loop Detector Sensor Unit Requirements,” of the CALTRANS “Transportation Electrical Equipment Specifications” dated March 12, 2009 with Erratum 1.

4. MICROWAVE VEHICLE DETECTION SYSTEM - MULTIPLE DETECTION ZONES

4.1. DESCRIPTION

Design, furnish and install a microwave vehicle detection system with the manufacturer recommended cables and hardware in accordance to the plans and specifications. Ensure the detection system provides multiple detection zones.

4.2. MATERIALS

Provide design drawings showing design details and microwave sensor locations for review and acceptance before installation. Provide mounting height and location requirements for microwave sensor units on the design based on a site survey. Design microwave vehicle detection system with all necessary hardware. Indicate all necessary poles, spans, mast arms, luminaire arms, cables, microwave sensor mounting assemblies and hardware to achieve the required detection zones where Department owned poles are not adequate to locate the microwave sensor units. Do not design for the installation of poles in medians.

Obtain the Engineer's approval before furnishing microwave vehicle detection system. The contractor is responsible for the final design of microwave vehicle detection system. Review and acceptance of the designs by the Department does not relieve the contractor from the responsibility to provide fully functional systems and to ensure that the required detection zones can be provided. With the exception of contractor-furnished poles, mast arms, and luminaire arms, furnish material, equipment, and hardware under this section that is pre-approved on the ITS and Signals QPL. Submit and obtain Engineer's approval of shop drawings for any poles, mast arms, and luminaire arms provided by the contractor prior to ordering from manufacturer.

Provide a detector for either side-fire or forward-fire configuration. Ensure the detector will detect vehicles in sunny, cloudy, rainy, snowy, and foggy weather conditions. Ensure the detector can operate from the voltage supplied by a NEMA TS-1/TS-2 or Type 332 or 336 traffic signal cabinet. Ensure the detector can provide detection calls to the traffic signal controller within a NEMA TS-1/TS-2 or Type 332 or 336 cabinet. Ensure the detection system provides a constant call in the event of a component failure or loss of power. Ensure the detector has an operating temperature range of -30 to 165 degrees F and operates within the frequency range of 10 to 25 GHz. Ensure the detector is provided with a water-tight housing offering NEMA 4X protection and operates properly in up to 95% relative humidity, non-condensing.

Provide each detector unit to allow the placement of at least 8 detection zones with a minimum of 8 detection channel outputs. When the microwave vehicle detection system requires an integrated card rack interface(s), provide only enough interface cards to implement the vehicle detection shown on the signal plans. Provide a means acceptable to the Engineer to configure traffic lanes and detection zones. Provide each channel output with a programmable means to delay the output call upon activation of a detection zone that is adjustable in one second increments (maximum) over the range of 0 to 25 seconds. Provide each channel output with a programmable means to extend the output call that is adjustable in one second increments (maximum) over the range of 0 to 25 seconds. Ensure both delay and extend timing can be set for the same channel output.

For advance detection system, ensure the detector senses vehicles in motion at a range of 50 to 400 feet from the detector unit for forward-fire configuration and a range of 50 to 200 feet from the detector unit for side-fire configuration with an accuracy of 95% for both configurations. Ensure the advance detection system provides each channel output call of at least 100 ms in duration.

For stop bar presence detection system, ensure the detector outputs a constant call while a vehicle is in the detection zone and removes the call after all vehicles exit the detection zone. Ensure the presence detector unit can cover a detection zone as shown on the plans and has an effective range of 10 to 120 feet from the detector unit.

For units without an integrated card rack interface, provide Form C output relay contacts rated a minimum of 3A, 24VDC.

If a laptop is used to adjust detector settings, ensure that software is licensed for use by the Department and by any other agency responsible for maintaining or operating the microwave detection system. Provide the Department with a license to duplicate and distribute the software as necessary for design and maintenance support.

After initial detector configuration and installation, ensure routine adjustments or calibration are not needed to maintain acceptable performance.

4.3. CONSTRUCTION METHODS

Install the microwave vehicle detection system in accordance with the manufacturer’s recommendations.

Monitor and maintain each detector unit during construction to ensure microwave vehicle detection system is functioning properly and aimed for the detection zone shown in the plans. Refer to Subarticle 1700-3 (D) Maintenance and Repair of Materials of the *Standard Specifications* for failure to maintain the microwave detection system.

4.4. MEASUREMENT AND PAYMENT

Actual number of microwave vehicle detection systems – multiple zones furnished, installed, and accepted.

No measurement will be made of cables or hardware, as these will be considered incidental to furnishing and installing microwave vehicle detection systems.

Payment will be made under:

Microwave Vehicle Detection System – Multiple Zones Each

**Project Special Provisions
Structure**

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8/12/2019

PROJECT SPECIAL PROVISIONS
STRUCTURE

FALSEWORK AND FORMWORK**(4-5-12)****1.0 DESCRIPTION**

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

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

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

2.0 MATERIALS

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

3.0 DESIGN REQUIREMENTS**A. Working Drawings**

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

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

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

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

If requested by the Engineer, submit with the working drawings manufacturer's catalog data listing the weight of all construction equipment that will be supported on the temporary work. Show anticipated total settlements and/or deflections of falsework and forms on the working drawings. Include falsework footing settlements, joint take-up, and deflection of beams or girders.

As an option for the Contractor, overhang falsework hangers may be uniformly spaced, at a maximum of 36 inches, provided the following conditions are met:

Member Type (PCG)	Member Depth, (inches)	Max. Overhang Width, (inches)	Max. Slab Edge Thickness, (inches)	Max. Screenshot Wheel Weight, (lbs.)	Bracket Min. Vertical Leg Extension, (inches)
II	36	39	14	2000	26
III	45	42	14	2000	35
IV	54	45	14	2000	44
MBT	63	51	12	2000	50
MBT	72	55	12	1700	48

Overhang width is measured from the centerline of the girder to the edge of the deck slab.

For Type II, III & IV prestressed concrete girders (PCG), 45-degree cast-in-place half hangers and rods must have a minimum safe working load of 6,000 lbs.

For MBT prestressed concrete girders, 45-degree angle holes for falsework hanger rods shall be cast through the girder top flange and located, measuring along the top of the member, 1'-2 1/2" from the edge of the top flange. Hanger hardware and rods must have a minimum safe working load of 6,000 lbs.

The overhang bracket provided for the diagonal leg shall have a minimum safe working load of 3,750 lbs. The vertical leg of the bracket shall extend to the point that the heel bears on the girder bottom flange, no closer than 4 inches from the bottom of the member. However, for 72-inch members, the heel of the bracket shall bear on the web, near the bottom flange transition.

Provide adequate overhang falsework and determine the appropriate adjustments for deck geometry, equipment, casting procedures and casting conditions.

If the optional overhang falsework spacing is used, indicate this on the falsework submittal and advise the girder producer of the proposed details. Failure to notify the Engineer of hanger type and hanger spacing on prestressed concrete girder casting drawings may delay the approval of those drawings.

Falsework hangers that support concentrated loads and are installed at the edge of thin top flange concrete girders (such as bulb tee girders) shall be spaced so as not to exceed 75% of the manufacturer's stated safe working load. Use of dual leg hangers (such as Meadow Burke HF-42 and HF-43) are not allowed on concrete girders with thin top flanges. Design the falsework and forms supporting deck slabs and overhangs on girder bridges so that there will be no differential settlement between the girders and the deck forms during placement of deck concrete.

When staged construction of the bridge deck is required, detail falsework and forms for screed and fluid concrete loads to be independent of any previous deck pour components when the mid-span girder deflection due to deck weight is greater than $\frac{3}{4}$ ".

Note on the working drawings any anchorages, connectors, inserts, steel sleeves or other such devices used as part of the falsework or formwork that remains in the permanent structure. If the plan notes indicate that the structure contains the necessary corrosion protection required for a Corrosive Site, epoxy coat, galvanize or metalize these devices. Electroplating will not be allowed. Any coating required by the Engineer will be considered incidental to the various pay items requiring temporary works.

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

1. Wind Loads

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

Table 2.2 - Wind Pressure Values

Height Zone feet above ground	Pressure, lb/ft ² for Indicated Wind Velocity, mph				
	70	80	90	100	110
0 to 30	15	20	25	30	35
30 to 50	20	25	30	35	40
50 to 100	25	30	35	40	45
over 100	30	35	40	45	50

2. Time of Removal

The following requirements replace those of Article 3.4.8.2.

Do not remove forms until the concrete has attained strengths required in Article 420-16 of the Standard Specifications and these Special Provisions.

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

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

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

B. Review and Approval

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

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

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

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

4.0 CONSTRUCTION REQUIREMENTS

All requirements of Section 420 of the Standard Specifications apply.

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

Provide tell-tales attached to the forms and extending to the ground, or other means, for accurate measurement of falsework settlement. Make sure that the anticipated compressive settlement and/or deflection of falsework does not exceed 1 inch. For cast-in-place concrete structures, make sure that the calculated deflection of falsework flexural members does not exceed 1/240 of their span regardless of whether or not the deflection is compensated by camber strips.

A. Maintenance and Inspection

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

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

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**(6-28-17)****1.0 GENERAL**

Submit working drawings in accordance with Article 105-2 of the *Standard Specifications* and this provision. For this provision, “submittals” refers to only those listed in this provision. The list of submittals contained herein does not represent a list of required submittals for the project. Submittals are only necessary for those items as required by the contract. Make submittals that are not specifically noted in this provision directly to the Engineer. Either the Structures Management Unit or the Geotechnical Engineering Unit or both units will jointly review submittals.

If a submittal contains variations from plan details or specifications or significantly affects project cost, field construction or operations, discuss the submittal with and submit all copies to the Engineer. State the reason for the proposed variation in the submittal. To minimize review time, make sure all submittals are complete when initially submitted. Provide a contact name and information with each submittal. Direct any questions regarding submittal requirements to the Engineer, Structures Management Unit contacts or the Geotechnical Engineering Unit contacts noted below.

In order to facilitate in-plant inspection by NCDOT and approval of working drawings, provide the name, address and telephone number of the facility where fabrication will actually be done if different than shown on the title block of the submitted working drawings. This includes, but is not limited to, precast concrete items, prestressed concrete items and fabricated steel or aluminum items.

2.0 ADDRESSES AND CONTACTS

For submittals to the Structures Management Unit, use the following addresses:

Via US mail:

Mr. B. C. Hanks, P. E.
State Structures Engineer
North Carolina Department
of Transportation
Structures Management Unit
1581 Mail Service Center
Raleigh, NC 27699-1581

Attention: Mr. J. L. Bolden, P. E.

Via other delivery service:

Mr. B. C. Hanks, P. E.
State Structures Engineer
North Carolina Department
of Transportation
Structures Management Unit
1000 Birch Ridge Drive
Raleigh, NC 27610

Attention: Mr. J. L. Bolden, P. E.

Submittals may also be made via email.

Send submittals to:

jlbolden@ncdot.gov (James Bolden)

Send an additional e-copy of the submittal to the following address:

eomile@ncdot.gov (Emmanuel Omile)

mrorie@ncdot.gov (Madonna Rorie)

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. Chris Kreider, 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. Chris Kreider, 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

Via Email: EastGeotechnicalSubmittal@ncdot.gov

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

Via US mail or other delivery service:

Mr. Eric Williams, P. E.
Western Regional Geotechnical
Manager
North Carolina Department
of Transportation
Geotechnical Engineering Unit
Western Regional Office
5253 Z Max Boulevard
Harrisburg, NC 28075

Via Email: WestGeotechnicalSubmittal@ncdot.gov

The status of the review of structure-related submittals sent to the Structures Management Unit can be viewed from the Unit's website, via the "Drawing Submittal Status" link.

The status of the review of geotechnical-related submittals sent to the Geotechnical Engineering Unit can be viewed from the Unit's website, via the "Geotechnical Construction Submittals" link.

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

Primary Structures Contact:

James Bolden (919) 707 – 6408
(919) 250 – 4082 facsimile
jlbolden@ncdot.gov

Secondary Structures Contacts: Emmanuel Omile (919) 707 – 6451
Madonna Rorie (919) 707 – 6508

Eastern Regional Geotechnical Contact (Divisions 1-7):
Chris Kreider (919) 662 – 4710
ckreider@ncdot.gov

Western Regional Geotechnical Contact (Divisions 8-14):
Eric Williams (704) 455 – 8902
ewilliams3@ncdot.gov

3.0 SUBMITTAL COPIES

Furnish one complete copy of each submittal, including all attachments, to the Engineer. At the same time, submit the number of hard copies shown below of the same complete submittal directly to the Structures Management Unit and/or the Geotechnical Engineering Unit.

The first table below covers “Structure Submittals”. The Engineer will receive review comments and drawing markups for these submittals from the Structures Management Unit. The second table in this section covers “Geotechnical Submittals”. The Engineer will receive review comments and drawing markups for these submittals from the Geotechnical Engineering Unit.

Unless otherwise required, submit one set of supporting calculations to either the Structures Management Unit or the Geotechnical Engineering Unit unless both units require submittal copies in which case submit a set of supporting calculations to each unit. Provide additional copies of any submittal as directed.

STRUCTURE SUBMITTALS

Submittal	Copies Required by Structures Management Unit	Copies Required by Geotechnical Engineering Unit	Contract Reference Requiring Submittal ¹
Arch Culvert Falsework	5	0	Plan Note, SN Sheet & “Falsework and Formwork”
Box Culvert Falsework ⁷	5	0	Plan Note, SN Sheet & “Falsework and Formwork”
Cofferdams	6	2	Article 410-4
Foam Joint Seals ⁶	9	0	“Foam Joint Seals”

Expansion Joint Seals (hold down plate type with base angle)	9	0	“Expansion Joint Seals”
Expansion Joint Seals (modular)	2, then 9	0	“Modular Expansion Joint Seals”
Expansion Joint Seals (strip seals)	9	0	“Strip Seals”
Falsework & Forms ² (substructure)	8	0	Article 420-3 & “Falsework and Formwork”
Falsework & Forms (superstructure)	8	0	Article 420-3 & “Falsework and Formwork”
Girder Erection over Railroad	5	0	Railroad Provisions
Maintenance and Protection of Traffic Beneath Proposed Structure	8	0	“Maintenance and Protection of Traffic Beneath Proposed Structure at Station ____”
Metal Bridge Railing	8	0	Plan Note
Metal Stay-in-Place Forms	8	0	Article 420-3
Metalwork for Elastomeric Bearings ^{4,5}	7	0	Article 1072-8
Miscellaneous Metalwork ^{4,5}	7	0	Article 1072-8
Disc Bearings ⁴	8	0	“Disc Bearings”
Overhead and Digital Message Signs (DMS) (metalwork and foundations)	13	0	Applicable Provisions
Placement of Equipment on Structures (cranes, etc.)	7	0	Article 420-20
Precast Concrete Box Culverts	2, then 1 reproducible	0	“Optional Precast Reinforced Concrete Box Culvert at Station ____”
Prestressed Concrete Cored Slab (detensioning sequences) ³	6	0	Article 1078-11
Prestressed Concrete Deck Panels	6 and	0	Article 420-3

	1 reproducible		
Prestressed Concrete Girder (strand elongation and detensioning sequences)	6	0	Articles 1078-8 and 1078- 11
Removal of Existing Structure over Railroad	5	0	Railroad Provisions
Revised Bridge Deck Plans (adaptation to prestressed deck panels)	2, then 1 reproducible	0	Article 420-3
Revised Bridge Deck Plans (adaptation to modular expansion joint seals)	2, then 1 reproducible	0	“Modular Expansion Joint Seals”
Sound Barrier Wall (precast items)	10	0	Article 1077-2 & “Sound Barrier Wall”
Sound Barrier Wall Steel Fabrication Plans ⁵	7	0	Article 1072-8 & “Sound Barrier Wall”
Structural Steel ⁴	2, then 7	0	Article 1072-8 Article 400-3 & “Construction, Maintenance and Removal of Temporary Structure at Station _____”
Temporary Detour Structures	10	2	
TFE Expansion Bearings ⁴	8	0	Article 1072-8

FOOTNOTES

1. References are provided to help locate the part of the contract where the submittals are required. References in quotes refer to the provision by that name. Articles refer to the *Standard Specifications*.
2. Submittals for these items are necessary only when required by a note on plans.
3. Submittals for these items may not be required. A list of pre-approved sequences is available from the producer or the Materials & Tests Unit.
4. The fabricator may submit these items directly to the Structures Management Unit.
5. The two sets of preliminary submittals required by Article 1072-8 of the *Standard Specifications* are not required for these items.
6. Submittals for Fabrication Drawings are not required. Submittals for Catalogue Cuts of Proposed Material are required. See Section 5.A of the referenced provision.
7. Submittals are necessary only when the top slab thickness is 18” or greater.

GEOTECHNICAL SUBMITTALS

Submittal	Copies Required by Geotechnical Engineering Unit	Copies Required by Structures Management Unit	Contract Reference Requiring Submittal ¹
Drilled Pier Construction Plans ²	1	0	Subarticle 411-3(A)
Crosshole Sonic Logging (CSL) Reports ²	1	0	Subarticle 411-5(A)(2)
Pile Driving Equipment Data Forms ^{2,3}	1	0	Subarticle 450-3(D)(2)
Pile Driving Analyzer (PDA) Reports ²	1	0	Subarticle 450-3(F)(3)
Retaining Walls ⁴	1 drawings, 1 calculations	2 drawings	Applicable Provisions
Temporary Shoring ⁴	1 drawings, 1 calculations	2 drawings	“Temporary Shoring” & “Temporary Soil Nail Walls”

FOOTNOTES

- References are provided to help locate the part of the contract where the submittals are required. References in quotes refer to the provision by that name. Subarticles refer to the *Standard Specifications*.
- Submit one hard copy of submittal to the Engineer. Submit a second copy of submittal electronically (PDF via email), US mail or other delivery service to the appropriate Geotechnical Engineering Unit regional office. Electronic submission is preferred.
- The Pile Driving Equipment Data Form is available from:
https://connect.ncdot.gov/resources/Geological/Pages/Geotech_Forms_Details.aspx
See second page of form for submittal instructions.
- Electronic copy of submittal is required. See referenced provision.

CRANE SAFETY**(6-20-19)**

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

Submit all items listed below to the Engineer prior to beginning crane operations. Changes in personnel or equipment must be reported to the Engineer and all applicable items listed below must be updated and submitted prior to continuing with crane operations.

CRANE SAFETY SUBMITTAL LIST

- A. **Competent Person:** Provide the name and qualifications of the “Competent Person” responsible for crane safety and lifting operations. The named competent person will have the responsibility and authority to stop any work activity due to safety concerns.
- B. **Riggers:** Provide the qualifications and experience of the persons responsible for rigging operations. Qualifications and experience should include, but not be limited to, weight calculations, center of gravity determinations, selection and inspection of sling and rigging equipment, and safe rigging practices.
- C. **Crane Inspections:** Inspection records for all cranes shall be current and readily accessible for review upon request.
- A. **Certifications:** Crane operators shall be certified by the National Commission for the Certification of Crane Operators (NCCCO) or the National Center for Construction Education and Research (NCCER). Other approved nationally accredited programs will be considered upon request. In addition, crane operators shall have a current CDL medical card. Submit a list of crane operator(s) and include current certification for each type of crane operated (small hydraulic, large hydraulic, small lattice, large lattice) and medical evaluations for each operator.

GROUT FOR STRUCTURES**(12-1-17)****1.0 DESCRIPTION**

This special provision addresses grout for use in pile blockouts, grout pockets, shear keys, dowel holes and recesses for structures. This provision does not apply to grout placed in post-tensioning ducts for bridge beams, girders, decks, end bent caps, or bent caps. Mix and place grout in accordance with the manufacturer's recommendations, the applicable sections of the Standard Specifications and this provision.

2.0 MATERIAL REQUIREMENTS

Unless otherwise noted on the plans, use a Type 3 Grout in accordance with Section 1003 of the Standard Specifications.

Initial setting time shall not be less than 10 minutes when tested in accordance with ASTM C266.

Construction loading and traffic loading shall not be allowed until the 3 day compressive strength is achieved.

3.0 SAMPLING AND PLACEMENT

Place and maintain components in final position until grout placement is complete and accepted. Concrete surfaces to receive grout shall be free of defective concrete, laitance, oil, grease and other foreign matter. Saturate concrete surfaces with clean water and remove excess water prior to placing grout.

4.0 BASIS OF PAYMENT

No separate payment will be made for "Grout for Structures". The cost of the material, equipment, labor, placement, and any incidentals necessary to complete the work shall be considered incidental to the structure item requiring grout.

ASBESTOS ASSESSMENT FOR BRIDGE DEMOLITION AND RENOVATION ACTIVITIES**(12-30-15)****1.0 INSPECTION FOR ASBESTOS CONTAINING MATERIAL**

Prior to conducting bridge demolition or renovation activities, the Contractor shall thoroughly inspect the bridge or affected components for the presence of asbestos containing material (ACM) using a firm prequalified by NCDOT to perform asbestos surveys. The inspection must be performed by a N.C. accredited asbestos inspector with experience inspecting bridges or other industrial structures. The N.C. accredited asbestos inspector must conduct a thorough inspection, identifying all asbestos-containing material as required by the Environmental Protection Agency National Emission Standards for Hazardous Air Pollutants (NESHAP) Code of Federal Regulations (CFR) 40 CFR, Part 61, Subpart M.

The Contractor shall submit an inspection report to the Engineer, which at a minimum must include information required in 40 CFR 763.85 (a)(4) vi)(A)-(E), as well as a project location map, photos of existing structure, the date of inspection and the name, N.C. accreditation number, and signature of the N.C. accredited asbestos inspector who performed the inspection and completed the report. The cover sheet of the report shall include project identification information. Place the following notes on the cover sheet of the report and check the appropriate box:

ACM was found
 ACM was not found

2.0 REMOVAL AND DISPOSAL OF ASBESTOS CONTAINING MATERIAL

If ACM is found, notify the Engineer. Compensation for removal and disposal of ACM is considered extra work in accordance with Article 104-7 of the Standard Specifications.

An Asbestos Removal Permit must be obtained from the Health Hazards Control Unit (HHCU) of the N.C. Department of Health & Human Services, Division of Public Health, if more than 35 cubic feet, 160 square feet, or 260 linear feet of regulated ACM (RACM) is to be removed from a structure and this work must be completed by a contractor prequalified by NCDOT to perform asbestos abatement. RACM is defined in 40 CFR, Part 61, Subpart M. Note: 40 CFR 763.85 (a)(4) vi)(D) defines ACM as surfacing, TSI and Miscellaneous which does not meet the NESHAP RACM.

3.0 DEMOLITION NOTIFICATION

Even if no ACM is found (or if quantities are less than those required for a permit), a Demolition Notification (DHHS-3768) must be submitted to the HHCU. Notifications and Asbestos Permit applications require an original signature and must be submitted to the HHCU 10 working days prior to beginning demolition activities. The 10 working day period starts based on the post-marked date or date of hand delivery. Demolition that does not begin as originally notified requires submission of a separate revision form HHCU

3768-R to HHCU. Reference the North Carolina Administrative Code, Chapter 10A, Subchapter 41C, Article .0605 for directives on revision submissions.

Contact Information

Health Hazards Control Unit (HHCU)
N.C. Department of Health and Human Services
1912 Mail Service Center
Raleigh, NC 27699-1912
Telephone: (919) 707-5950
Fax: (919) 870-4808

4.0 SPECIAL CONSIDERATIONS

Buncombe, Forsyth, and Mecklenburg counties also have asbestos permitting and NESHAP requirements must be followed. For projects involving permitted RACM removals, both the applicable county and the state (HHCU) must be notified.

For demolitions with no RACM, only the local environmental agencies must be notified. Contact information is as follows:

Buncombe County

WNC Regional Air Pollution Control Agency
49 Mt. Carmel Road
Asheville, NC 28806
(828) 250-6777

Forsyth County

Environmental Affairs Department
537 N. Spruce Street
Winston-Salem, NC 27101
(336) 703-2440

Mecklenburg County

Land Use and Environmental Services Agency
Mecklenburg Air Quality
700 N. Tryon Street
Charlotte, NC 28202
(704) 336-5430

5.0 ADDITIONAL INFORMATION

Additional information may be found on N.C. asbestos rules, regulations, procedures and N.C. accredited inspectors, as well as associated forms for demolition notifications and asbestos permit applications at the N.C. Asbestos Hazard Management Program website:

www.epi.state.nc.us/epi/asbestos/ahmp.html

6.0 BASIS OF PAYMENT

Payment for the work required in this provision will be at the lump sum contract unit price for "Asbestos Assessment". Such payment will be full compensation for all asbestos inspections, reports, permitting and notifications.

PROJECT SPECIAL PROVISION

(10-18-95) (Rev. 3-21-17)

Z-1a

PERMITS

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

<u>PERMIT</u>	<u>AUTHORITY GRANTING THE PERMIT</u>
Dredge and Fill and/or Work in Navigable Waters (404)	U. S. Army Corps of Engineers
Water Quality (401)	Division of Environmental Management, DEQ State of North Carolina

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

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

The Contractor's attention is also directed to Articles 107-10 and 107-13 of the *2018 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 restricted waters, wetlands or buffer zones, provided that activities outside those areas is done in such a manner as to not affect the restricted waters, wetlands or buffer zones.

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

Action Id. SAW-2019-00437 County: Clay County U.S.G.S. Quad: Hiwassee

GENERAL PERMIT (REGIONAL AND NATIONWIDE) VERIFICATION

Permittee: North Carolina Department of Transportation
Address: Mr. Dave McHenry
253 Webster Rd
Sylva NC, 28779

Nearest Town Hayesville
Nearest Waterway Blair Creek River Basin Middle Tennessee-Hiwassee
USGS HUC 06020002 Coordinates Latitude: 35.0097986298606
Longitude: -83.8242802674853

Location description: The A-11 NC 69 improvement Project is located along 3.79 miles of NC 69 starting at the Georgia State Line and terminating at NC 64 near Hayesville in Clay County, North Carolina.

Description of projects area and activity: This permit verification authorizes impacts resulting from the improvement of a 3.79 mile section of NC 69. Specific impacts include the permanent impact to 0.21 acres of wetlands, the temporary impact to 799 lf of stream channel and the permanent impact to 3,057 lf of stream channel (of which 1,072 lf is loss). Impacts are a result of temporary dewatering, bank stabilization, culvert extensions and stream relocations associated with the improvement project

Applicable Law: Section 404 (Clean Water Act, 33 USC 1344)
 Section 10 (Rivers and Harbors Act, 33 USC 403)

Authorization: Regional General Permit Number and/or Nationwide Permit Number: GP 198200031 NCDOT Bridges, Widening Projects.... (Authorized 2015)

SEE ATTACHED RGP or NWP GENERAL, REGIONAL AND/OR SPECIAL CONDITIONS

Special Conditions

- 1) Per the USFWS 3/28/2018 letter, NCDOT remove the trees required for this project during October 15 to April 15, avoiding impacts to potentially roosting bats.
- 2) In order to compensate for impacts associated with this permit, mitigation shall be provided in accordance with the provisions outlined on the most recent version of the attached Compensatory Mitigation Responsibility Transfer Form. The requirements of this form, including any special conditions listed on this form, are hereby incorporated as special conditions of this permit authorization.
- 3) This permit verification authorizes the relocation of streams at Sites 10, 11, 12, 15 and 17. These streams will be monitored per the enclosed document titled "Sites 10, 11, 12, 15 and 17 A-11 Stream Relocation Monitoring Plan".
- 4) This permit verification authorizes the relocation of stream 5, Hyatt Mill Creek. The relocation of Hyatt Mill Creek will be constructed and monitored in accordance with the enclosed document titled "A-0011C Stream Relocation Monitoring Plan."

Your work is authorized by the above referenced permit provided it is accomplished in strict accordance with the attached conditions and your submitted applications dated 2/14/2019 and the ensuing file. Any violation of the attached conditions or deviation from your submitted plans may subject the permittee to a stop work order, a restoration order, a Class I administrative penalty, and/or appropriate legal action.

This verification will remain valid until the expiration date identified below unless the nationwide and/or regional general permit authorization is modified, suspended or revoked. If, prior to the expiration date identified below, the nationwide and/or regional general permit authorization is reissued and/or modified, this verification will remain valid until the expiration date identified below, provided it complies with all requirements of the modified nationwide permit. If the nationwide and/or regional general permit authorization expires or is suspended, revoked, or is modified, such that the activity would no longer comply with the terms and conditions of the nationwide permit, activities which have commenced (i.e., are under construction) or are under contract to commence in reliance upon the nationwide and/or regional general permit, will remain authorized provided the activity is completed

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within twelve months of the date of the nationwide and/or regional general permit's expiration, modification or revocation, unless discretionary authority has been exercised on a case-by-case basis to modify, suspend or revoke the authorization.

Activities subject to Section 404 (as indicated above) may also require an individual Section 401 Water Quality Certification. You should contact the NC Division of Water Resources (telephone 919-807-6300) to determine Section 401 requirements.

For activities occurring within the twenty coastal counties subject to regulation under the Coastal Area Management Act (CAMA), prior to beginning work you must contact the N.C. Division of Coastal Management in Morehead City, NC, at (252) 808-2808.

This Department of the Army verification does not relieve the permittee of the responsibility to obtain any other required Federal, State or local approvals/permits.

If there are any questions regarding this verification, any of the conditions of the Permit, or the Corps of Engineers regulatory program, please contact **Crystal Amschler at (828) 271-7980 X 4231 or Crystal.C.Amschler@usace.army.mil.**

AMSCHLER.CRYSTAL.CAMILLE.1238614178
Corps Regulatory Official: _____
Expiration Date of Verification: **April 30, 2020**

Digitally signed by AMSCHLER.CRYSTAL.CAMILLE.1238614178
Date: 2019.07.12 15:46:24 -04'00'
Date: **July 12, 2019**

A. Determination of Jurisdiction:

- 1. There are waters, including wetlands, on the above described project area that may be subject to Section 404 of the Clean Water Act (CWA) (33 USC § 1344) and/or Section 10 of the Rivers and Harbors Act (RHA) (33 USC § 403). This preliminary determination is not an appealable action under the Regulatory Program Administrative Appeal Process (Reference 33 CFR Part 331). However, you may request an approved JD, which is an appealable action, by contacting the Corps district for further instruction. Please note, if work is authorized by either a general or nationwide permit, and you wish to request an appeal of an approved JD, the appeal must be received by the Corps and the appeal process concluded prior to the commencement of any work in waters of the United States and prior to any work that could alter the hydrology of waters of the United States.
- 2. There are Navigable Waters of the United States within the above described project area subject to the permit requirements of Section 10 of the Rivers and Harbors Act (RHA) (33 USC § 403) and Section 404 of the Clean Water Act (CWA) (33 USC § 1344). Unless there is a change in the law or our published regulations, this determination may be relied upon for a period not to exceed five years from the date of this notification.
- 3. There are waters, including wetlands, within the above described project area that are subject to the permit requirements of Section 404 of the Clean Water Act (CWA) (33 USC § 1344). Unless there is a change in the law or our published regulations, this determination may be relied upon for a period not to exceed five years from the date of this notification.
- 4. A jurisdiction determination was not completed with this request. Therefore, this is not an appealable action. However, you may request an approved JD, which is an appealable action, by contacting the Corps for further instruction.
- 5. The aquatic resources within the above described project area have been identified under a previous action. Please reference the approved jurisdictional determination issued . Action ID: SAW- .

B. Basis For Jurisdictional Determination: N/A. An Approved JD has not been completed.

D. Attention USDA Program Participants

This delineation/determination has been conducted to identify the limits of Corps' Clean Water Act jurisdiction for the particular site identified in this request. The delineation/determination may not be valid for the wetland conservation provisions of the Food Security Act of 1985. If you or your tenant are USDA Program participants, or anticipate participation in USDA programs, you should request a certified wetland determination from the local office of the Natural Resources Conservation Service, prior to starting work.

E. Appeals Information for Approved Jurisdiction Determinations (as indicated in A2 and A3 above).

If you object to this determination, you may request an administrative appeal under Corps regulations at 33 CFR Part 331. Enclosed you will find a Notification of Appeal Process (NAP) fact sheet and Request for Appeal (RFA) form. If you request to appeal this determination you must submit a completed RFA form to the following address:

US Army Corps of Engineers
South Atlantic Division
Attn: Jason Steele, Review Officer
60 Forsyth Street SW, Room 10M15
Atlanta, Georgia 30303-8801
Phone: (404) 562-5137

In order for an RFA to be accepted by the Corps, the Corps must determine that it is complete, that it meets the criteria for appeal under 33 CFR part 331.5, and that it has been received by the Division Office within 60 days of the date of the NAP. Should you decide to submit an RFA form, it must be received at the above address by _____.

It is not necessary to submit an RFA form to the Division Office if you do not object to the determination in this correspondence.

AMSCHLER.CRYSTAL. Digitally signed by
AMSCHLER.CRYSTAL.CAMILLE.1238
614178
CAMILLE.1238614178

Corps Regulatory Official: _____ Date: 2019.07.12 15:45:48 -04'00' Date of JD: **July 12, 2019**
Crystal Amschler

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Action ID Number: SAW-2019-00437

County: Clay County

Permittee: North Carolina Department of Transportation

Project Name: NC 69 TIP A11 Clay County DOT Divison 14

Date Verification Issued: July 12, 2019

Project Manager: Crystal Amschler

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
Attn: Crystal Amschler, Project Manager
Asheville Regulatory Field Office
151 Patton Avenue, Room 208
Asheville, North Carolina 28801**

Please note that your permitted activity is subject to a compliance inspection by a U. S. Army Corps of Engineers representative. Failure to comply with any terms or conditions of this authorization may result in the Corps suspending, modifying or revoking the authorization and/or issuing a Class I administrative penalty, or initiating other appropriate legal action.

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

**NOTIFICATION OF ADMINISTRATIVE APPEAL OPTIONS AND PROCESS AND
REQUEST FOR APPEAL**

Applicant: North Carolina Department of Transportation - Division 14	File Number: SAW-2019-00437	Date: July 12, 2019
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Attached is:	See Section below
<input type="checkbox"/> INITIAL PROFFERED PERMIT (Standard Permit or Letter of permission)	A
<input type="checkbox"/> PROFFERED PERMIT (Standard Permit or Letter of permission)	B
<input type="checkbox"/> PERMIT DENIAL	C
<input type="checkbox"/> APPROVED JURISDICTIONAL DETERMINATION	D
<input checked="" type="checkbox"/> PRELIMINARY JURISDICTIONAL DETERMINATION	E

SECTION I - The following identifies your rights and options regarding an administrative appeal of the above decision. Additional information may be found at <http://www.usace.army.mil/Missions/CivilWorks/RegulatoryProgramandPermits.aspx> or Corps regulations at 33 CFR Part 331.

A: INITIAL PROFFERED PERMIT: You may accept or object to the permit.

- **ACCEPT:** If you received a Standard Permit, you may sign the permit document and return it to the district engineer for final authorization. If you received a Letter of Permission (LOP), you may accept the LOP and your work is authorized. Your signature on the Standard Permit or acceptance of the LOP means that you accept the permit in its entirety, and waive all rights to appeal the permit, including its terms and conditions, and approved jurisdictional determinations associated with the permit.
- **OBJECT:** If you object to the permit (Standard or LOP) because of certain terms and conditions therein, you may request that the permit be modified accordingly. You must complete Section II of this form and return the form to the district engineer. Your objections must be received by the district engineer within 60 days of the date of this notice, or you will forfeit your right to appeal the permit in the future. Upon receipt of your letter, the district engineer will evaluate your objections and may: (a) modify the permit to address all of your concerns, (b) modify the permit to address some of your objections, or (c) not modify the permit having determined that the permit should be issued as previously written. After evaluating your objections, the district engineer will send you a proffered permit for your reconsideration, as indicated in Section B below.

B: PROFFERED PERMIT: You may accept or appeal the permit

- **ACCEPT:** If you received a Standard Permit, you may sign the permit document and return it to the district engineer for final authorization. If you received a Letter of Permission (LOP), you may accept the LOP and your work is authorized. Your signature on the Standard Permit or acceptance of the LOP means that you accept the permit in its entirety, and waive all rights to appeal the permit, including its terms and conditions, and approved jurisdictional determinations associated with the permit.
- **APPEAL:** If you choose to decline the proffered permit (Standard or LOP) because of certain terms and conditions therein, you may appeal the declined permit under the Corps of Engineers Administrative Appeal Process by completing Section II of this form and sending the form to the division engineer. This form must be received by the division engineer within 60 days of the date of this notice.

C: PERMIT DENIAL: You may appeal the denial of a permit under the Corps of Engineers Administrative Appeal Process by completing Section II of this form and sending the form to the division engineer. This form must be received by the division engineer within 60 days of the date of this notice.

D: APPROVED JURISDICTIONAL DETERMINATION: You may accept or appeal the approved JD or provide new information.

- **ACCEPT:** You do not need to notify the Corps to accept an approved JD. Failure to notify the Corps within 60 days of the date of this notice means that you accept the approved JD in its entirety, and waive all rights to appeal the approved JD.
- **APPEAL:** If you disagree with the approved JD, you may appeal the approved JD under the Corps of Engineers Administrative Appeal Process by completing Section II of this form and sending the form to the division engineer. This form must be received by the division engineer within 60 days of the date of this notice.

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E: PRELIMINARY JURISDICTIONAL DETERMINATION: You do not need to respond to the Corps regarding the preliminary JD. The Preliminary JD is not appealable. If you wish, you may request an approved JD (which may be appealed), by contacting the Corps district for further instruction. Also you may provide new information for further consideration by the Corps to reevaluate the JD.

SECTION II - REQUEST FOR APPEAL or OBJECTIONS TO AN INITIAL PROFFERED PERMIT

REASONS FOR APPEAL OR OBJECTIONS: (Describe your reasons for appealing the decision or your objections to an initial proffered permit in clear concise statements. You may attach additional information to this form to clarify where your reasons or objections are addressed in the administrative record.)

ADDITIONAL INFORMATION: The appeal is limited to a review of the administrative record, the Corps memorandum for the record of the appeal conference or meeting, and any supplemental information that the review officer has determined is needed to clarify the administrative record. Neither the appellant nor the Corps may add new information or analyses to the record. However, you may provide additional information to clarify the location of information that is already in the administrative record.

POINT OF CONTACT FOR QUESTIONS OR INFORMATION:

If you have questions regarding this decision and/or the appeal process you may contact:

**District Engineer, Wilmington Regulatory Division,
Attn: Crystal Amschler
69 Darlington Avenue
Wilmington, North Carolina 28403**

If you only have questions regarding the appeal process you may also contact:

Mr. Jason Steele, Administrative Appeal Review Officer
CESAD-PDO
U.S. Army Corps of Engineers, South Atlantic Division
60 Forsyth Street, Room 10M15
Atlanta, Georgia 30303-8801
Phone: (404) 562-5137

RIGHT OF ENTRY: Your signature below grants the right of entry to Corps of Engineers personnel, and any government consultants, to conduct investigations of the project site during the course of the appeal process. You will be provided a 15 day notice of any site investigation, and will have the opportunity to participate in all site investigations.

Date:

Telephone number:

Signature of appellant or agent.

For appeals on Initial Proffered Permits send this form to:

District Engineer, Wilmington Regulatory Division, Attn: Crystal Amschler, 69 Darlington Avenue, Wilmington, North Carolina 28403

For Permit denials, Proffered Permits and approved Jurisdictional Determinations send this form to:

**Division Engineer, Commander, U.S. Army Engineer Division, South Atlantic, Attn: Mr. Jason Steele, Administrative Appeal Officer, CESAD-PDO, 60 Forsyth Street, Room 10M15, Atlanta, Georgia 30303-8801
Phone: (404) 562-5137**

DEPARTMENT OF THE ARMY
Wilmington District, Corps of Engineers
69 Darlington Avenue
Wilmington, North Carolina 28403-1343
April 30, 2015

Regional General Permit No. 198200031

Name of Permittee: North Carolina Department of Transportation

Effective Date: April 30, 2015

Expiration Date: April 30, 2020

**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 Commander
U.S. Army Engineer District, Wilmington
Corps of Engineers
69 Darlington Avenue
Wilmington, North Carolina 28403-1343

TO AUTHORIZE THE DISCHARGE OF DREDGED OR FILL MATERIAL IN WATERS OF THE UNITED STATES (U.S.), INCLUDING WETLANDS, ASSOCIATED WITH MAINTENANCE, REPAIR, AND CONSTRUCTION PROJECTS CONDUCTED BY THE VARIOUS DIVISIONS OF THE NORTH CAROLINA DEPARTMENT OF TRANSPORTATION (NCDOT) INCLUDING THE NCDOT DIVISION OF HIGHWAYS, RAIL, BICYCLE/PEDESTRIAN, ECT.

Activities authorized are:

- a. Construction, maintenance, and repair of bridges, to include work on the approaches, where permanent impacts resulting in a loss of waters of the U.S. will be less than or equal to 500 linear feet (lf) of stream and/or one (1) acre of wetland/non-tidal open water for each single and complete linear project*.
- b. Best-fit widening projects that have undergone interagency review and completed the current interagency Merger Process, which merges the requirements of the National Environmental Policy Act (NEPA) with those found within Section 404 of the Clean Water Act (CWA).

While there is no impact threshold for these widening projects, the Corps has the discretion to require an individual permit if it determines that the proposed impacts will have more than a minimal impact on the aquatic environment or on other environmental factors, or if the project would normally require an Environmental Impact Statement (EIS) under current Federal Highway Administration (FHWA) guidelines. Best-fit projects may include a small amount of new location roadway for components such as interchanges or intersections, provided the new location portion has been concurred upon by the merger team.

c. Minor widening projects, such as paving and/or widening secondary roads, or interchange improvements, when permanent impacts which result in a loss of waters of the U.S. from installation and/or extension of culverts and/or pipes will be less than or equal to 500 lf of stream and/or one (1) acre of wetland/non-tidal open water for each single and complete linear project*.

d. Stream relocation(s) associated with projects identified in a-c above. Stream relocation lengths are to be evaluated independently and are not included within each respective maximum limit threshold for the authorized actions stated above.

***Single and complete linear project:** A linear project is a project constructed for the purpose of getting people, goods, or services from a point of origin to a terminal point, which often involves multiple crossings of one or more waterbodies at separate and distant locations. The term “single and complete project” is defined as that portion of the total linear project proposed or accomplished by one owner/developer or partnership or other association of owners/developers that includes all crossings of a single water of the U.S. (i.e., a single waterbody) at a specific location. For linear projects crossing a single or multiple waterbodies several times at separate and distant locations, each crossing is considered a single and complete project for purposes of this RGP. However, individual channels in a braided stream or river, or individual arms of a large, irregularly shaped wetland or lake, etc., are not separate waterbodies, and crossings of such features cannot be considered separately.

Generally, off-site detours are preferred to avoid and minimize impacts to the human and natural environment. However, if an off-site detour is considered impracticable, then an on-site detour may be considered as a necessary component of the actions described above. Impacts from the detour may be considered temporary and may not require compensatory mitigation if the impacted area is restored to its pre-project condition after construction is complete. If the construction of a detour (on-site or off-site) includes standard undercutting methods, removal of all material and backfilling with suitable material is required.

1. Special Conditions.

a. The applicant must submit a pre-construction notification (PCN) with specified attachments to the District Engineer and receive written verification from the Corps that the proposed work complies with this RGP prior to commencing any activity authorized by this RGP.

b. If the project will not impact a designated “Area of Environmental Concern” (AEC) in the twenty (20) counties of North Carolina covered by the North Carolina Coastal Area Management Act (CAMA), then a consistency submission is not required. If the project will impact a designated AEC and meets the definition of “development”, then the applicant must

obtain the required CAMA permit. Development activities may not commence until a copy of the approved CAMA permit is furnished to the appropriate Wilmington District Regulatory Field Office (Wilmington Field Office – 69 Darlington Avenue, Wilmington, NC 28403 or Washington Field Office – 2407 West 5th Street, Washington, NC 27889).

The twenty (20) CAMA counties in North Carolina include Beaufort, Bertie, Brunswick, Camden, Carteret, Chowan, Craven, Currituck, Dare, Gates, Hertford, Hyde, New Hanover, Onslow, Pamlico, Pasquotank, Pender, Perquimans, Tyrrell, and Washington.

c. Discharges into Waters of the U.S. designated by either the North Carolina Division of Marine Fisheries (NCDMF) or the North Carolina Wildlife Resources Commission (NCWRC) as anadromous fish spawning areas are prohibited during the period between February 1 and June 30, without prior written approval from NCDMF, NCWRC, National Marine Fisheries Service (NMFS), and the Corps. Discharges into waters of the U.S. designated by NCDMF as primary nursery areas and discharges into waters of the U.S. designated by NCWRC as primary nursery areas in inland waters shall be coordinated with NCDCM (per existing agreement with NCDMF) and NCWRC prior to being authorized by this RGP. Coordination with NCDCM 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

d. This permit does not authorize the use of culverts in areas designated as anadromous fish spawning areas by the NCDMF or the NCWRC.

e. Waters of the U.S. designated as sturgeon spawning areas are excluded during the period between February 1 and June 30, without prior written approval from NMFS.

f. If the project is located within the twenty (20) counties of North Carolina designated as coastal counties by 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 AEC and/or the Estuarine Waters AEC as designated by CAMA. 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. Culverts 48 inches in diameter or less shall be buried or placed on the stream bed as practicable and appropriate to maintain aquatic passage, and every effort shall be made to maintain the existing channel slope. The potential for destabilization of the channel and head cutting upstream should be considered in the placement of the culvert. 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. Culverts placed in wetlands do not have to be buried.

g. No work shall be authorized by this RGP within the twenty coastal counties, as defined by the NCDCM, without prior consultation with NOAA Fisheries. For each activity reviewed by the Corps 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 and NOAA Fisheries for review and comment prior to authorization of work.

h. Discharges of dredged or fill material into waters of the U.S., including wetlands, must be minimized or avoided to the maximum extent practicable.

i. 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. The dimension, pattern, and profile of the stream above and below a pipe or culvert should not be modified by widening the stream channel or by reducing the depth of the stream in connection with the construction activity. It is acceptable to use rock vanes at culvert outlets to ensure, enhance, or maintain aquatic passage. Pre-formed scour holes are acceptable when designed for velocity reduction. The width, height, and gradient of a proposed opening should be such as to pass the average historical low flow and spring flow without adversely altering flow velocity. Spring flow should be determined from gauge data, if available. In the absence of such data, bankfull flow can be used as a comparable level. Where adjacent floodplain is available, flows exceeding bank-full should be accommodated by installing culverts at the floodplain elevation, if practicable. If multiple culverts are used, the construction of floodplain benches and/or sills to maintain base flow is required, if practicable.

j. Upon completion of any work authorized by this RGP, all temporary fills (to include culverts, etc.) will be completely removed from waters of the U.S. and the areas will be restored to preconstruction conditions, to include pre-project elevations and contours, restoring natural hydrology and stream corridors, and reestablishing native vegetation/riparian corridors. This work will be completed within 60 days of completion of project construction. If this timeframe occurs while a required moratorium of this permit is in effect, the temporary fill shall be removed in its entirety within 60 days of the moratorium end date. If vegetation cannot be planted due to the time of the year, all disturbed areas will be seeded with a native mix appropriate for the impacted area, and vegetation will be planted in the fall. A native seed mix may contain non-invasive small grain annuals (e.g. millet and rye grain) to ensure adequate cover while native vegetation becomes established. The PCN must include a restoration plan showing how all temporary fills and structures will be removed and how the area will be restored to pre-project conditions.

k. 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 sediment, concrete, and 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 U.S. until the concrete has cured/hardened. All water in the work area that has been in contact with concrete shall only be returned to waters of the U.S. when it no longer poses a threat to aquatic organisms (concrete is set and cured).

l. In cases where new alignment approaches are to be constructed and the existing approach fill in waters of the U.S. is to be abandoned and no longer maintained as a roadway, the

abandoned fill shall be removed and the area will be restored to preexisting wetland/stream conditions and elevations, to include restoring natural hydrology and stream corridors, and reestablishing native vegetation/riparian corridors, to the extent practicable. This activity may qualify as compensatory mitigation credit for the project and will be assessed on a case-by-case basis in accordance with Special Conditions “q” and “r” below. A restoration plan detailing this activity will be required with the submittal of the PCN.

m. To the maximum extent practicable, the pre-construction course, condition, capacity, and location of open waters must be maintained for each activity, including stream channelization and storm water management activities, except as provided below. The activity must be constructed to withstand expected high flows. The activity must not restrict or impede the passage of normal or high flows. The activity may alter the pre-construction course, condition, capacity, and location of open waters if it benefits the aquatic environment (e.g., stream restoration or relocation activities).

n. The project must be implemented and/or conducted so that all reasonable and practicable measures to ensure that equipment, structures, fill pads, and work associated with the project do not adversely affect upstream and/or downstream reaches. Adverse effects include, but are not limited to, channel instability, flooding, and/or shoreline/streambank erosion. During construction, the permittee shall routinely monitor for these effects, cease all work if/when detected, take initial corrective measures to correct actively eroding areas, and notify the Corps immediately. Permanent corrective measures may require additional authorization from the Corps.

o. All PCNs will describe sedimentation and erosion control structures and measures proposed for placement in waters of the U.S. To the extent practicable, structures and measures should be depicted on maps, surveys or drawings showing location and impacts to jurisdictional wetlands and streams. In addition, 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.

p. Before discharging dredged or fill material into waters of the U.S. in the twenty-five (25) mountain counties of North Carolina, the applicant will submit a PCN to the NCWRC and the Corps concurrently. The PCN shall summarize alternatives to conducting work in mountain trout waters considered during the planning process, detail why alternatives were or were not selected, and contain a compensatory mitigation plan for all unavoidable adverse impacts to mountain trout waters. For proposals where a bridge is replaced with a culvert, the PCN must also include details of any on-site evaluations that were conducted to determine that installation of a culvert will not adversely affect passage of fish or other aquatic biota at the project site. This information must include factors such as the proposed slope of the culvert and determinations of how the slope will be expected to allow or impede passage, the necessity of baffles and/or sills to ensure passage, design considerations to ensure that expected baseflow will be maintained for passage and that post-construction velocities will not prevent passage, site conditions that will or will not allow proper burial of the culvert, existing structures (e.g., perched culverts, waterfalls, etc.) and/or stream patterns up and downstream of the culvert site that could affect passage and bank stability, and any other considerations regarding passage. The level of detail for this information should be based on site conditions (i.e., culverts on a slope over 3% will most likely

require more information than culverts on a slope that is less than 1%, etc.). Also, in order to evaluate potential impacts, describe bedforms that will be impacted by the proposed culvert – e.g., pools, glides, riffles, etc. The NCWRC will respond both to the proponent and directly to the Corps.

The twenty-five (25) designated trout counties of North Carolina include Alleghany, Caldwell, Watauga, Ashe, Mitchell, Wilkes, Avery, Burke, Stokes, Surry, Buncombe, Henderson, Polk, Cherokee, Jackson, Rutherford, Clay, Macon, Swain, Graham, Madison, Transylvania, Haywood, McDowell, and Yancey.

The applicant may contact NCWRC at:

North Carolina Wildlife Resources
Commission
Ms. Marla Chambers
Western NCDOT Permit Coordinator
206 Charter Street
Albemarle, NC 28001
Office: 704-982-9181

q. Compensatory mitigation will be required for permanent impacts resulting in a loss of waters of the U.S., including wetlands, from culverts/pipes and associated fill. Mitigation will also be required for stream relocation projects. The applicant will attach a proposed mitigation plan to the PCN. Mitigation proposals will be in accordance with currently approved Wilmington District and/or Corps-wide mitigation regulations and guidance. The Corps Project Manager will make the final determination concerning the appropriate amount and type of mitigation.

r. Stream relocation(s) associated with projects may be authorized under this RGP. As stated above, mitigation will be required for all relocation projects. If the stream relocation is conducted in accordance with the requirements stated below in 1-5, the relocated segment of stream may* be considered toward reducing the amount of compensatory mitigation required. A relocation plan must be submitted with the PCN that addresses all factors required within the current Wilmington District, Corps of Engineers Stream Mitigation Guidelines, which can include, but may not be limited to:

(1) The relocated stream has pattern, profile, and dimension based on natural channel design. If natural channel design construction is not possible due to site constraints, the relocated stream must have pattern, profile, and dimension similar to, or better than, the existing stream. Note that site constraints do not include those situations where NCDOT chooses not to acquire additional adjacent property that is available for purchase.

(2) The new stream meets the current buffer requirements as stated in current District stream mitigation guidance. If the required buffer widths cannot be obtained, a project-by-project decision will be completed to determine if additional compensatory mitigation is required.

(3) The new location allows the relocated stream to remain stable (e.g., in a

valley vs. on a slope, no bends that will impact stability, etc.).

(4) There is no loss of channel for any reason (e.g., old channel is 200' and new channel is 150' = 50' channel loss; part of the new channel is put in a culvert; the new channel (sides and bottom) is hardened with concrete, rip rap, etc.).

(5) The Corps will determine if monitoring and reporting will be required for a specific project and the parameters of any required monitoring and reporting. If monitoring is required, a monitoring plan must be included with the PCN and meet current requirements.

All relocation plans must clearly depict both the existing channel and the proposed (relocated) channel.

* Conducting stream relocation(s) in accordance with 1-5 above may not fully compensate for the impact and may require additional compensatory mitigation. The Corps Project Manager will determine if the proposed amount of mitigation is adequate on a project-by-project basis.

If stream relocation cannot be conducted in accordance with 1-5 above, mitigation at a 2:1 ratio will typically be required unless: (1) the applicant provides a Stream Quality Assessment Worksheet or NCSAM documentation (when available) that supports a different mitigation ratio; (2) the Corps Project Manager determines that the relocated stream, while not in full compliance with 1-5 above, warrants partial mitigation, or; (3) the Corps determines that the existing stream is an excellent quality stream, in which case a 3:1 mitigation ratio may be required. The Corps Project Manager will make the final determination concerning the appropriate amount and type of mitigation.

If the Corps determines that the proposed stream relocation is of such a magnitude that it cannot be authorized by this RGP, an Individual Permit will be required.

s. The applicant shall sign and return the compliance certificate that is attached to the RGP verification letter.

t. 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.

u. The Corps may place additional special conditions, limitations, or restrictions on any verification of the use of RGP 31 on a project-by-project basis.

2. General Conditions.

a. Except as authorized by this RGP or any Corps approved modification to this RGP, no excavation, fill or mechanized land-clearing activities shall take place within waters or wetlands, at any time in the construction or maintenance of this project. 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.

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b. Authorization under this RGP does not obviate the need to obtain other federal, state, or local authorizations.

c. All work authorized by this RGP must comply with the terms and conditions of the applicable CWA Section 401 Water Quality Certification for this RGP issued by the NCDWR.

d. The permittee shall employ all sedimentation and erosion control measures necessary to prevent an increase in sedimentation or turbidity within waters and wetlands outside the permit area. This shall include, but is not limited to, the immediate installation of silt fencing or similar appropriate devices around all areas subject to soil disturbance or the movement of earthen fill, and the immediate stabilization of all disturbed areas. Additionally, the project must remain in full compliance with all aspects of the Sedimentation Pollution Control Act of 1973 (North Carolina General Statutes Chapter 113A Article 4).

e. The activities authorized by this RGP must not interfere with the public's right to free navigation on all navigable waters of the U.S. No attempt will be made by the permittee to prevent the full and free use by the public of all navigable waters at or adjacent to the authorized work for a reason other than safety.

f. The permittee understands and agrees that, if future operations by the U.S. require the removal, relocation, or other alteration, of the structure or work herein authorized, or if, in the opinion of the Secretary of the Army or his authorized representative, said structure or work shall cause unreasonable obstruction to the free navigation of the navigable waters, the permittee will be required, upon due notice from the Corps of Engineers, to remove, relocate, or alter the structural work or obstructions caused thereby, without expense to the U.S. No claim shall be made against the U.S. on account of any such removal or alteration.

g. The permittee, upon receipt of a notice of revocation of this permit or upon its expiration before completion of the work will, without expense to the U.S. and in such time and manner as the Secretary of the Army or his authorized representative may direct, restore the affected water of the U.S. to its former conditions.

h. The permittee will allow the Wilmington District Engineer or his representative to inspect the authorized activity at any time deemed necessary to assure that the activity is being performed or maintained in strict accordance with the Special and General Conditions of this permit.

i. This RGP does not grant any property rights or exclusive privileges.

j. This permit does not authorize any injury to the property or rights of others.

k. This RGP does not authorize the interference with any existing or proposed federal project.

l. In issuing this permit, the Federal Government does not assume any liability for the following:

(1) Damages to the permitted project or uses thereof as a result of other permitted

or unpermitted activities or from natural causes.

(2) Damages to the permitted project or uses thereof as a result of current or future activities undertaken by or on behalf of the U.S. in the public interest.

(3) Damages to persons, property, or to other permitted or unpermitted activities or structures caused by the activity authorized by this permit.

(4) Design or construction deficiencies associated with the permitted work.

(5) Damage claims associated with any future modification, suspension, or revocation of this permit.

m. Authorization provided by this RGP may be modified, suspended or revoked in whole or in part if the Wilmington District Engineer, acting for the Secretary of the Army, determines that such action is in the best public interest. The term of this RGP shall be five (5) years unless subject to modification, suspension or revocation. Any modification, suspension or revocation of this authorization will not be the basis for any claim for damages against the U.S. Government.

n. This RGP does not authorize any activity, which the District Engineer determines, after any necessary investigations, will adversely affect:

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

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

(4) Submerged Aquatic Vegetation (SAV) as defined by the N.C. Division of Marine Fisheries at 15A NCAC 03I .0101(4)(i)).

o. Endangered Species.

(1) No activity is authorized under this RGP which is likely to directly or indirectly jeopardize the continued existence of a threatened or endangered species or a species proposed for such designation, as identified under the Federal Endangered Species Act (ESA), or which will directly or indirectly destroy or adversely modify the critical habitat of such species. No activity is authorized under this RGP which "may affect" a listed species or critical habitat, unless Section 7 consultation addressing the effects of the proposed activity has been completed.

(2) Federal agencies should follow their own procedures for complying with the requirements of the ESA. Federal permittees (and when FHWA is the lead federal agency) must provide the district engineer with the appropriate documentation to demonstrate compliance with

those requirements. The district engineer will review the documentation and determine whether it is sufficient to address ESA compliance for the RGP activity, or whether additional ESA consultation is necessary.

(3) Non-federal permittees must submit a PCN to the district engineer if any listed species or designated critical habitat might be affected or is in the vicinity of the project, or if the project is located in designated critical habitat, and shall not begin work on the activity until notified by the district engineer that the requirements of the ESA have been satisfied and that the activity is authorized. For activities that might affect federally-listed endangered or threatened species or designated critical habitat, the PCN must include the name(s) of the endangered or threatened species that might be affected by the proposed work or that utilize the designated critical habitat that might be affected by the proposed work. The district engineer will determine whether the proposed activity “may affect” or will have “no effect” to listed species and designated critical habitat and will notify the non-federal applicant of the Corps’ determination within 45 days of receipt of a complete PCN notification. In cases where the non-federal applicant has identified listed species or critical habitat that might be affected or is in the vicinity of the project, and has so notified the Corps, the applicant shall not begin work until the Corps has provided notification that the proposed activities will have “no effect” on listed species or critical habitat, or until Section 7 consultation has been completed. If the non-federal applicant has not heard back from the Corps within 45 days, the applicant must still wait for notification from the Corps.

(4) As a result of formal or informal consultation with the U.S. Fish and Wildlife Service (USFWS) or NMFS, the district engineer may add species-specific endangered species conditions to the RGP.

(5) Authorization of an activity by a RGP does not authorize the “take” of a threatened or endangered species as defined under the ESA. In the absence of separate authorization (e.g., an ESA Section 10 Permit, a Biological Opinion with “incidental take” provisions, etc.) from the USFWS or the NMFS, the ESA prohibits any person subject to the jurisdiction of the U.S. to take a listed species, where “take” means to harass, harm, pursue, hunt, shoot, wound, kill, trap, capture, or collect, or to attempt to engage in any such conduct. The word “harm” in the definition of “take” means an act which actually kills or injures wildlife. Such an act may include significant habitat modification or degradation where it actually kills or injures wildlife by significantly impairing essential behavioral patterns, including breeding, feeding or sheltering.

(6) Information on the location of threatened and endangered species and their critical habitat can be obtained directly from the offices of the USFWS and NMFS or their world wide web pages at <http://www.fws.gov/> or <http://www.fws.gov/ipac> and <http://www.noaa.gov/fisheries.html> respectively.

p. The permittee is responsible for obtaining any “take” permits required under the USFWS’s regulations governing compliance with the Migratory Bird Treaty Act or the Bald and Golden Eagle Protection Act. The permittee should contact the appropriate local office of the USFWS to determine if such “take” permits are required for a particular activity.

q. For proposed activities the sixteen counties listed below, applicants must provide a

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copy of the PCN to the USFWS, 160 Zillicoa Street, Asheville, North Carolina 28801. This PCN must be sent concurrently to the USFWS and the Corps Project Manager for that specific county.

Counties with tributaries that drain to designated critical habitat that require notification to the Asheville USFWS: Avery, Cherokee, Forsyth, Graham, Haywood, Henderson, Jackson, Macon, Mecklenburg, Mitchell, Stokes, Surry, Swain, Transylvania, Union and Yancey.

Applicants may contact the appropriate USFWS office listed below or the US Army Corps of Engineers:

US Fish and Wildlife Service
Asheville Field Office
160 Zillicoa Street
Asheville, NC 28801
Telephone: (828) 258-3939

Asheville USFWS Office counties: All counties west of and including Anson, Stanly, Davidson, Forsyth and Stokes Counties.

US Fish and Wildlife Service
Raleigh Field Office
Post Office Box 33726
Raleigh, NC 27636-3726
Telephone: (919) 856-4520

Raleigh USFWS Office counties: all counties east of and including Richmond, Montgomery, Randolph, Guilford, and Rockingham Counties.

r. Permittees are advised that development activities in or near a floodway may be subject to the National Flood Insurance Program that prohibits any development, including fill, within a floodway that results in any increase in base flood elevations. This RGP does not authorize any activity prohibited by the National Flood Insurance Program.

s. 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.

t. All activities authorized by this RGP that involve the use of riprap material for bank stabilization, the following measures shall be applied:

(1) Filter cloth must be placed underneath the riprap as an additional requirement of its use in North Carolina waters.

(2) The placement of riprap shall be limited to the areas depicted on submitted work plan drawings and not be placed in a manner that prevents or impedes fish passage.

(3) The riprap material shall be clean and free from loose dirt or any pollutant

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except in trace quantities that will not have an adverse environmental effect.

(4) It shall be of a size sufficient to prevent its movement from the authorized alignment by natural forces under normal conditions.

(5) The riprap material shall consist of clean rock or masonry material such as, but not limited to, granite, marl, or broken concrete.

(6) A waiver from the specifications in this general 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 will result in greater adverse impacts to the aquatic environment.

u. The permittee must install and maintain, at his expense, any signal lights and signals prescribed by the U.S. Coast Guard, through regulations or otherwise, on authorized facilities. For further information, the permittee should contact the U.S. Coast Guard Marine Safety Office at (910) 772-2191.

v. The permittee must maintain any structure or work authorized by this permit in good condition and in conformance with the terms and conditions of this permit. The Permittee is not relieved of this requirement if the Permittee abandons the structure or work. Transfer in fee simple of the work authorized by this permit will automatically transfer this permit to the property's new owner, with all of the rights and responsibilities enumerated herein. The permittee must inform any subsequent owner of all activities undertaken under the authority of this permit and provide the subsequent owner with a copy of the terms and conditions of this permit.

w. At his sole discretion, any time during the processing cycle, the Wilmington District Engineer may determine that this RGP will not be applicable to a specific proposal. In such case, the procedures for processing an individual permit in accordance with 33 CFR 325 will be available.

x. The activity must comply with applicable FEMA approved state or local floodplain management requirements.

y. All fill material placed in waters or wetlands shall be generated from an upland source and will be clean and free of any pollutants except in trace quantities. Metal products, organic materials (including debris from land clearing activities), or unsightly debris will not be used.

z. All excavated material will be disposed of in approved upland disposal areas.

aa. Historic Properties.

(1) In cases where the district engineer determines that the activity may affect properties listed, or eligible for listing, in the National Register of Historic Places (NRHP), the activity is not authorized, until the requirements of Section 106 of the National Historic Preservation Act (NHPA) have been satisfied.

(2) Federal permittees (or when FHWA is the lead federal agency) should follow their own procedures for complying with the requirements of Section 106 of the NHPA. Federal permittees must provide the district engineer with the appropriate documentation to demonstrate compliance with those requirements. The district engineer will review the documentation and determine whether it is sufficient to address Section 106 compliance for this RGP activity, or whether additional Section 106 consultation is necessary.

(3) Non-federal permittees must submit a PCN to the district engineer if the authorized activity may have the potential to cause effects to any historic properties listed on, determined to be eligible for listing on, or potentially eligible for listing on the NRHP, including previously unidentified properties. For such activities, the PCN must state which historic properties may be affected by the proposed work or include a vicinity map indicating the location of the historic properties or the potential for the presence of historic properties. Assistance regarding information on the location of or potential for the presence of historic resources can be sought from the State Historic Preservation Officer (SHPO) or Tribal Historic Preservation Officer (THPO), as appropriate, and the NRHP (see 33 CFR 330.4(g)). When reviewing PCNs, district engineers will comply with the current procedures for addressing the requirements of Section 106 of the NHPA. The district engineer shall make a reasonable and good faith effort to carry out appropriate identification efforts, which may include background research, consultation, oral history interviews, sample field investigation, and field survey. Based on the information submitted and these efforts, the district engineer shall determine whether the proposed activity has the potential to cause an effect on the historic properties. Where the non-federal applicant has identified historic properties on which the activity may have the potential to cause effects and so notified the Corps, the non-federal applicant shall not begin the activity until notified by the district engineer either that the activity has no potential to cause effects or that consultation under Section 106 of the NHPA has been completed.

(4) The district engineer will notify the prospective permittee within 45 days of receipt of a complete PCN whether NHPA Section 106 consultation is required. Section 106 consultation is not required when the Corps determines that the activity does not have the potential to cause effects on historic properties (see 36 CFR §800.3(a)). If NHPA Section 106 consultation is required and will occur, the district engineer will notify the non-federal applicant that he or she cannot begin work until Section 106 consultation is completed. If the non-federal applicant has not heard back from the Corps within 45 days, the applicant must still wait for notification from the Corps.

(5) Prospective permittees should be aware that Section 110k of the NHPA (16 U.S.C. 470h-2(k)) prevents the Corps from granting a permit or other assistance to an applicant who, with intent to avoid the requirements of Section 106 of the NHPA, has intentionally significantly adversely affected a historic property to which the permit will relate, or having legal power to prevent it, allowed such significant adverse effect to occur, unless the Corps, after consultation with the Advisory Council on Historic Preservation (ACHP), determines that circumstances justify granting such assistance despite the adverse effect created or permitted by the applicant. If circumstances justify granting the assistance, the Corps is required to notify the ACHP and provide documentation specifying the circumstances, the degree of damage to the integrity of any historic properties affected, and proposed mitigation. This documentation must include any views obtained from the applicant, SHPO/THPO, appropriate Indian tribes if the

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undertaking occurs on or affects historic properties on tribal lands or affects properties of interest to those tribes, and other parties known to have a legitimate interest in the impacts to the permitted activity on historic properties.

bb. If you discover any previously unknown historic or archeological remains while accomplishing the activity authorized by this permit, you must immediately notify this office of what you have found. We will initiate the Federal and state coordination required to determine if the remains warrant a recovery effort or if the site is eligible for listing in the NRHP.

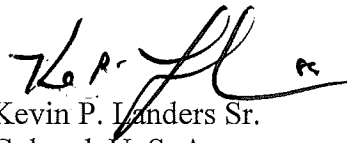
cc. There will be no unreasonable interference with navigation or the right of the public to riparian access by the existence or use of activities authorized by this RGP.

dd. Heavy equipment working in wetlands or mudflats must be placed on mats, or other measures must be taken to minimize soil disturbance.

ee. This RGP will not be applicable to proposed construction when the Wilmington District Engineer determines that the proposed activity will significantly affect the quality of the human environment and determines that an EIS must be prepared.

ff. Activities which have commenced (i.e. are under construction) or are under contract to commence in reliance upon this general permit will remain authorized provided the activity is completed within twelve months of the date of the general permit's expiration, modification, or revocation. Activities completed under the authorization of this general permit which were in effect at the time the activity was completed continue to be authorized by the general permit.

BY AUTHORITY OF THE SECRETARY OF THE ARMY:



Kevin P. Landers Sr.
Colonel, U. S. Army
District Commander



NORTH CAROLINA
Environmental Quality

ROY COOPER
Governor
MICHAEL S. REGAN
Secretary
LINDA CULPEPPER
Director

February 28, 2019
Clay County
NCDWR Project No. 2019-0210
A-11 Widening of Highway 69
WBS Project No. 32574.1.FD7

APPROVAL of 401 WATER QUALITY CERTIFICATION with ADDITIONAL CONDITIONS

Mr. David McHenry, Division Environmental Supervisor
NCDOT, Division 14
253 Webster Road
Sylva, North Carolina 28779

Dear Mr. McHenry:

You have our approval, in accordance with the conditions listed below, for the following impacts for the purpose of road widening in Clay County:

Stream Impacts in the Hiwassee River Basin

Site	Permanent Fill in Perennial Stream (linear ft)	Temporary Fill in Perennial Stream (linear ft)	Total Stream Impact (linear ft)
S1	106		106
S2		35	35
S3	18		18
S4	123		123
S5		39	39
S6	15		15
S7	20		20
S8		12	12
S9	41		41
S10	17		17
S11	15		15
S12		605	605
S13	76		76
S14		116	116



S15	44		44
S16	107		107
S17		5	5
S18	18		18
S19	62		62
S20	25		25
S21		547	547
S22	85		85
S23		115	115
S24		106	106
S25		234	234
S26	11		11
S27		33	33
S28	10		10
S29	60		60
S30		210	210
S31	88		88
S32	57		57
S33		35	35
S34		126	126
S35	39		39
S36	180		180
S37		55	55
S38		127	127
S39		85	85
S40	80		80
S41		51	51
S42	15		15
TOTAL	1312	2536	3848

Total Stream Impact for Project: 3848 linear feet.

Wetland Impacts in the Hiwassee River Basin

Site	Fill (ac)	Total Wetland Impact (ac)
W1	0.06	0.06
W2	0.01	0.01
W3	0.06	0.06



W4	0.04	0.04
W5	0.04	0.04
Total	0.21	0.21

Total Wetland Impacts for Project: 0.210 Acres

The project shall be constructed in accordance with your application dated received February 14, 2019. After reviewing your application, we have decided that these impacts are covered by General Water Quality Certification Number 4135. This certification corresponds to the **Regional General** Permit 31 issued by the Corps of Engineers. In addition, you should acquire any other federal, state or local permits before you proceed with your project including (but not limited to) Sediment and Erosion Control, Non-Discharge and Water Supply Watershed regulations. This approval will expire with the accompanying 404 permit.

This approval is valid solely for the purpose and design described in your application (unless modified below). Should your project change, you must notify the NCDWR and submit a new application. If the property is sold, the new owner must be given a copy of this Certification and approval letter and is thereby responsible for complying with all the conditions. If total wetland fills for this project (now or in the future) exceed one acre, or of total impacts to streams (now or in the future) exceed 150 linear feet, compensatory mitigation may be required as described in 15A NCAC 2H .0506 (h) (6) and (7). For this approval to remain valid, you must adhere to the conditions listed in the attached certification(s) and any additional conditions listed below.

Condition(s) of Certification:

Project Specific Conditions

1. The NCDOT Division Environmental Officer or Environmental Assistant will conduct a pre-construction meeting with all appropriate staff to ensure that the project supervisor and essential staff understand the potential issues with stream and pipe alignment at the permitted site. NCDWR staff shall be invited to the pre-construction meeting. [15A NCAC 02H.0506(b)(2) and (b)(3)]
2. The permittee will need to adhere to all appropriate in-water work moratoria (including the use of pile driving or vibration techniques) prescribed by the **NC Wildlife Resources Commission**. No in-water work is permitted between October 15 and April 15 of any year, without prior approval from the NC Division of Water Resources and the NC Wildlife Resources Commission.

In-stream work and land disturbance within the 25-foot buffer zone are prohibited during the trout-spawning season of October 15 through April 15 to protect the egg and fry stages of trout.

General Conditions

1. Unless otherwise approved in this certification, placement of culverts and other structures in open waters and streams shall be placed below the elevation of the streambed by one foot for all culverts with a diameter greater than 48 inches, and 20 percent of the culvert diameter for culverts having a diameter less than 48 inches, to allow low flow passage of water and aquatic life. Design and placement of culverts and other structures including temporary erosion control measures shall not be conducted in a manner that may result in dis-equilibrium of wetlands or streambeds or banks, adjacent to or upstream and downstream of the above structures. The applicant is required to provide evidence that the equilibrium is being maintained if requested in writing by NCDWR. If this condition is unable to be met due to bedrock or other limiting features encountered during construction, please contact NCDWR for guidance on how to proceed and to determine whether or not a permit modification will be required. [15A NCAC 02H.0506(b)(2)]



2. If concrete is used during construction, a dry work area shall be maintained to prevent direct contact between curing concrete and stream water. Water that inadvertently contacts uncured concrete shall not be discharged to surface waters due to the potential for elevated pH and possible aquatic life and fish kills. [15A NCAC 02B.0200]
3. During the construction of the project, no staging of equipment of any kind is permitted in waters of the U.S., or protected riparian buffers. [15A NCAC 02H.0506(b)(2)]
4. The dimension, pattern and profile of the stream above and below the crossing shall not be modified. Disturbed floodplains and streams shall be restored to natural geomorphic conditions. [15A NCAC 02H.0506(b)(2)]
5. The use of rip-rap above the Normal High Water Mark shall be minimized. Any rip-rap placed for stream stabilization shall be placed in stream channels in such a manner that it does not impede aquatic life passage. [15A NCAC 02H.0506(b)(2)]
- * 6. The Permittee shall ensure that the final design drawings adhere to the permit and to the permit drawings submitted for approval. [15A NCAC 02H .0507(c) and 15A NCAC 02H .0506 (b)(2) and (c)(2)]
7. All work in or adjacent to stream waters shall be conducted in a dry work area. Approved BMP measures from the most current version of NCDOT Construction and Maintenance Activities manual such as sandbags, rock berms, cofferdams and other diversion structures shall be used to prevent excavation in flowing water. [15A NCAC 02H.0506(b)(3) and (c)(3)]
8. Heavy equipment shall be operated from the banks rather than in the stream channel in order to minimize sedimentation and reduce the introduction of other pollutants into the stream. [15A NCAC 02H.0506(b)(3)]
9. All mechanized equipment operated near surface waters must be regularly inspected and maintained to prevent contamination of stream waters from fuels, lubricants, hydraulic fluids, or other toxic materials. [15A NCAC 02H.0506(b)(3)]
10. No rock, sand or other materials shall be dredged from the stream channel except where authorized by this certification. [15A NCAC 02H.0506(b)(3)]
11. Discharging hydroseed mixtures and washing out hydroseeders and other equipment in or adjacent to surface waters is prohibited. [15A NCAC 02H.0506(b)(3)]
12. The permittee and its authorized agents shall conduct its activities in a manner consistent with State water quality standards (including any requirements resulting from compliance with §303(d) of the Clean Water Act) and any other appropriate requirements of State and Federal law. If the NCDWR determines that such standards or laws are not being met (including the failure to sustain a designated or achieved use) or that State or federal law is being violated, or that further conditions are necessary to assure compliance, the NCDWR may reevaluate and modify this certification. [15A NCAC 02B.0200]
13. All fill slopes located in jurisdictional wetlands shall be placed at slopes no flatter than 3:1, unless otherwise authorized by this certification. [15A NCAC 02H.0506(b)(2)]
14. A copy of this Water Quality Certification shall be maintained on the construction site at all times. In addition, the Water Quality Certification and all subsequent modifications, if any, shall be maintained with the Division Engineer and the on-site project manager. [15A NCAC 02H .0507(c) and 15A NCAC 02H .0506 (b)(2) and (c)(2)]



15. The outside buffer, wetland or water boundary located within the construction corridor approved by this authorization shall be clearly marked by highly visible fencing prior to any land disturbing activities. Impacts to areas within the fencing are prohibited unless otherwise authorized by this certification. [15A NCAC 02H.0501 and .0502]
16. The issuance of this certification does not exempt the Permittee from complying with any and all statutes, rules, regulations, or ordinances that may be imposed by other government agencies (i.e. local, state, and federal) having jurisdiction, including but not limited to applicable buffer rules, stormwater management rules, soil erosion and sedimentation control requirements, etc.
17. The Permittee shall report any violations of this certification to the Division of Water Resources within 24 hours of discovery. [15A NCAC 02B.0506(b)(2)]
- * 18. Upon completion of the project (including any impacts at associated borrow or waste sites), the NCDOT Division Engineer shall complete and return the enclosed "Certification of Completion Form" to notify the NCDWR when all work included in the 401 Certification has been completed. [15A NCAC 02H.0502(f)]
19. There shall be no excavation from, or waste disposal into, jurisdictional wetlands or waters associated with this permit without appropriate modification. Should waste or borrow sites, or access roads to waste or borrow sites, be located in wetlands or streams, compensatory mitigation will be required since that is a direct impact from road construction activities.[15A NCAC 02H.0506(b)(3) and (c)(3)]
20. Erosion and sediment control practices must be in full compliance with all specifications governing the proper design, installation and operation and maintenance of such Best Management Practices in order to protect surface waters standards [15A NCAC 02H.0506(b)(3) and (c)(3)]:
 - a. The erosion and sediment control measures for the project must be designed, installed, operated, and maintained in accordance with the most recent version of the *North Carolina Sediment and Erosion Control Planning and Design Manual*.
 - b. The design, installation, operation, and maintenance of the sediment and erosion control measures must be such that they equal, or exceed, the requirements specified in the most recent version of the *North Carolina Sediment and Erosion Control Manual*. The devices shall be maintained on all construction sites, borrow sites, and waste pile (spoil) projects, including contractor-owned or leased borrow pits associated with the project.
 - c. For borrow pit sites, the erosion and sediment control measures must be designed, installed, operated, and maintained in accordance with the most recent version of the *North Carolina Surface Mining Manual*.
 - d. The reclamation measures and implementation must comply with the reclamation in accordance with the requirements of the Sedimentation Pollution Control Act.
21. Sediment and erosion control measures shall not be placed in wetlands or waters unless otherwise approved by this Certification. [15A NCAC 02H.0506(b)(3) and (c)(3)]

If you wish to contest any statement in the attached Certification you must file a petition for an administrative hearing. You may obtain the petition form from the office of Administrative hearings. You must file the petition with the office of Administrative Hearings within sixty (60) days of receipt of this notice. A petition is considered filed when it is received in the office of Administrative Hearings during normal office hours. The Office of Administrative Hearings accepts filings Monday through Friday between the hours of 8:00am and 5:00pm, except for official state holidays. The original and one (1) copy of the petition must be filed with the Office of Administrative Hearings.

The petition may be faxed-provided the original and one copy of the document is received by the Office of Administrative Hearings within five (5) business days following the faxed transmission.
The mailing address for the Office of Administrative Hearings is:



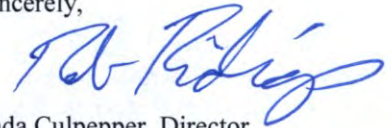
Office of Administrative Hearings
6714 Mail Service Center
Raleigh, NC 27699-6714
Telephone: (919) 431-3000, Facsimile: (919) 431-3100

A copy of the petition must also be served on DEQ as follows:

Mr. Bill F. Lane, General Counsel
Department of Environmental Quality
1601 Mail Service Center

This letter completes the review of the Division of Water Resources under Section 401 of the Clean Water Act. If you have any questions, please contact Kevin Barnett at (828)296-4657 or kevin.barnett@ncdenr.gov.

Sincerely,



Linda Culpepper, Director
Division of Water Resources

Electronic copy only distribution:

Crystal Amschler, US Army Corps of Engineers, Asheville Field Office
Marla Chambers, NC Wildlife Resources Commission
File Copy



STATE OF NORTH CAROLINA
DEPARTMENT OF ENVIRONMENTAL QUALITY
DIVISION OF WATER RESOURCES

WATER QUALITY GENERAL CERTIFICATION NO. 4135

GENERAL CERTIFICATION FOR PROJECTS ELIGIBLE FOR US ARMY CORPS OF ENGINEERS

- **NATIONWIDE PERMIT NUMBER 14 (LINEAR TRANSPORTATION PROJECTS), AND**
- **REGIONAL GENERAL PERMIT 198200031 (NCDOT BRIDGES, WIDENING PROJECTS, INTERCHANGE IMPROVEMENTS)**

Water Quality Certification Number 4135 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 Regulations in 15A NCAC 02H .0500 and 15A NCAC 02B .0200 for the discharge of fill material to surface waters and wetland areas as described in 33 CFR 330 Appendix A (B) (14) of the US Army Corps of Engineers regulations and Regional General Permit 198200031.

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.

Effective date: December 1, 2017

Signed this day: December 1, 2017

By

A handwritten signature in black ink, appearing to read 'Linda Culpepper', is written over a solid horizontal line.

for Linda Culpepper
Interim Director

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Activities meeting any one (1) of the following thresholds or circumstances require written approval for a 401 Water Quality Certification from the Division of Water Resources (DWR):

- a) If any of the conditions of this Certification (listed below) cannot be met; or
- b) Any temporary or permanent impacts to wetlands, open waters and/or streams, except for construction of a driveway to a single family residential lot that is determined to not be part of a larger common plan of development, as long as the driveway involves a travel lane of less than 25 feet and total stream impacts of less than 60 feet, including any topographic/slope stabilization or in-stream stabilization needed for the crossing; or
- c) Any stream relocation or stream restoration; or
- d) Any high-density project, as defined in 15A NCAC 02H .1003(2)(a) and by the density thresholds specified in 15A NCAC 02H .1017, which:
 - i. Disturbs one acre or more of land (including a project that disturbs less than one acre of land that is part of a larger common plan of development or sale); and
 - ii. Has permanent wetland, stream or open water impacts; and
 - iii. Is proposing new built-upon area; and
 - iv. Does not have a stormwater management plan reviewed and approved under a state stormwater program¹ or a state-approved local government stormwater program².

Projects that have vested rights, exemptions, or grandfathering from state or locally-implemented stormwater programs and projects that satisfy state or locally-implemented stormwater programs through use of community in-lieu programs **require written approval**; or

- e) Any permanent impacts to waters, or to wetlands adjacent to waters, designated as: ORW (including SAV), HQW (including PNA), SA, WS-I, WS-II, or North Carolina or National Wild and Scenic River.
- f) Any permanent impacts to waters, or to wetlands adjacent to waters, designated as Trout except for driveway projects that are below threshold (b) above provided that:
 - i. The impacts are not adjacent to any existing structures
 - ii. All conditions of this General Certification can be met, including adherence to any moratoriums as stated in Condition #10; and
 - iii. A *Notification of Work in Trout Watersheds Form* is submitted to the Division at least 60 days prior to commencement of work; or
- g) Any permanent impacts to coastal wetlands [15A NCAC 07H .0205], or Unique Wetlands (UWL); or
- h) Any impact associated with a Notice of Violation or an enforcement action for violation(s) of NC Wetland Rules (15A NCAC 02H .0500), NC Isolated Wetland Rules (15A NCAC 02H .1300), NC Surface Water or Wetland Standards (15A NCAC 02B .0200), or State Regulated Riparian Buffer Rules (15A NCAC 02B .0200); or

¹ e.g. Coastal Counties, HQW, ORW, or state-implemented Phase II NPDES

² e.g. Delegated Phase II NPDES, Water Supply Watershed, Nutrient-Sensitive Waters, or Universal Stormwater Management Program

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- * i) Any impacts to subject water bodies and/or state regulated riparian buffers along subject water bodies in the Neuse, Tar-Pamlico, or Catawba River Basins or in the Randleman Lake, Jordan Lake or Goose Creek Watersheds (or any other basin or watershed with State Regulated Riparian Area Protection Rules [Buffer Rules] in effect at the time of application) *unless*:
 - i. The activities are listed as “EXEMPT” from these rules; or
 - ii. A Buffer Authorization Certificate is issued by the NC Division of Coastal Management (DCM); or
 - iii. A Buffer Authorization Certificate or a Minor Variance is issued by a delegated or designated local government implementing a state riparian buffer program pursuant to 143-215.23

Activities included in this General Certification that do not meet one of the thresholds listed above do not require written approval.

I. ACTIVITY SPECIFIC CONDITIONS:

- * 1. If this Water Quality Certification is used to access residential, commercial or industrial building sites, then all parcels owned by the applicant that are part of the single and complete project authorized by this Certification must be buildable without additional impacts to streams or wetlands. If required in writing by DWR, the applicant shall provide evidence that the parcels are buildable without requiring additional impacts to wetlands, waters, or state regulated riparian buffers. [15A NCAC 02H .0506(b)(4) and (c)(4)]
- 2. For road and driveway construction purposes, this Certification shall only be utilized from natural high ground to natural high ground. [15A NCAC 02H .0506(b)(2) and (c)(2)]
- * 3. Deed notifications or similar mechanisms shall be placed on all lots with retained jurisdictional wetlands, waters, and state regulated riparian buffers within the project boundaries in order to assure compliance with NC Wetland Rules (15A NCAC 02H .0500), NC Isolated Wetland Rules (15A NCAC 02H .1300), and/or State Regulated Riparian Buffer Rules (15A NCAC 02B .0200). These mechanisms shall be put in place at the time of recording of the property or individual parcels, whichever is appropriate. [15A NCAC 02H .0506(b)(4) and (c)(4)]
- 4. For the North Carolina Department of Transportation, compliance with the NCDOT’s individual NPDES permit NCS000250 shall serve to satisfy this condition. All other high-density projects that trigger threshold item (d) above shall comply with one of the following requirements: [15A NCAC 02H .0506(b)(5) and (c)(5)]

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- a. Provide a completed Stormwater Management Plan (SMP) for review and approval, including all appropriate stormwater control measure (SCM) supplemental forms and associated items, that complies with the high-density development requirements of 15A NCAC 02H .1003. Stormwater management shall be provided throughout the entire project area in accordance with 15A NCAC 02H .1003. For the purposes of 15A NCAC 02H .1003(2)(a), density thresholds shall be determined in accordance with 15A NCAC 02H .1017.
- b. Provide documentation (including calculations, photos, etc.) that the project will not cause degradation of downstream surface waters. Documentation shall include a detailed analysis of the hydrological impacts from stormwater runoff when considering the volume and velocity of stormwater runoff from the project built upon area and the size and existing condition of the receiving stream(s).

Exceptions to this condition require application to and written approval from DWR.

II. GENERAL CONDITIONS:

- *1. When written authorization is required, the plans and specifications for the project are incorporated into the authorization by reference and are an enforceable part of the Certification. Any modifications to the project require notification to DWR and may require an application submittal to DWR with the appropriate fee. [15A NCAC 02H .0501 and .0502]
2. No waste, spoil, solids, or fill of any kind shall occur in wetlands or waters beyond the footprint of the impacts (including temporary impacts) as authorized in the written approval from DWR; or beyond the thresholds established for use of this Certification without written authorization. [15A NCAC 02H .0501 and .0502]

No removal of vegetation or other impacts of any kind shall occur to state regulated riparian buffers beyond the footprint of impacts approved in a Buffer Authorization or Variance or as listed as an exempt activity in the applicable riparian buffer rules. [15A NCAC 02B .0200]

- *3. In accordance with 15A NCAC 02H .0506(h) and Session Law 2017-10, compensatory mitigation may be required for losses of greater than 300 linear feet of perennial streams and/or greater than one (1) acre of wetlands. Impacts associated with the removal of a dam shall not require mitigation when the removal complies with the requirements of Part 3 of Article 21 in Chapter 143 of the North Carolina General Statutes. Impacts to isolated and other non-404 jurisdictional wetlands shall not be combined with 404 jurisdictional wetlands for the purpose of determining when impact thresholds trigger a mitigation requirement. For linear publicly owned and maintained transportation projects that are not determined to be part of a larger common plan of development by the US Army Corps of Engineers, compensatory mitigation may be required for losses of greater than 300 linear feet per perennial stream.

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Compensatory stream and/or wetland mitigation shall be proposed and completed in compliance with G.S. 143-214.11. For applicants proposing to conduct mitigation within a project site, a complete mitigation proposal developed in accordance with the most recent guidance issued by the US Army Corps of Engineers Wilmington District shall be submitted for review and approval with the application for impacts.

4. All activities shall be in compliance with any applicable State Regulated Riparian Buffer Rules in Chapter 2 of Title 15A.
5. When applicable, all construction activities shall be performed and maintained in full compliance with G.S. Chapter 113A Article 4 (Sediment and Pollution Control Act of 1973). Regardless of applicability of the Sediment and Pollution Control Act, all projects shall incorporate appropriate Best Management Practices for the control of sediment and erosion so that no violations of state water quality standards, statutes, or rules occur. [15A NCAC 02H .0506(b)(3) and (c)(3) and 15A NCAC 02B .0200]

Design, installation, operation, and maintenance of all sediment and erosion control measures shall be equal to or exceed the requirements specified in the most recent version of the *North Carolina Sediment and Erosion Control Manual*, or for linear transportation projects, the *NCDOT Sediment and Erosion Control Manual*.

All devices shall be maintained on all construction sites, borrow sites, and waste pile (spoil) sites, including contractor-owned or leased borrow pits associated with the project. Sufficient materials required for stabilization and/or repair of erosion control measures and stormwater routing and treatment shall be on site at all times.

For borrow pit sites, the erosion and sediment control measures shall be designed, installed, operated, and maintained in accordance with the most recent version of the *North Carolina Surface Mining Manual*. Reclamation measures and implementation shall comply with the reclamation in accordance with the requirements of the Sedimentation Pollution Control Act and the Mining Act of 1971.

If the project occurs in waters or watersheds classified as Primary Nursery Areas (PNAs), SA, WS-I, WS-II, High Quality Waters (HQW), or Outstanding Resource Waters (ORW), then the sedimentation and erosion control designs shall comply with the requirements set forth in 15A NCAC 04B .0124, *Design Standards in Sensitive Watersheds*.

6. Sediment and erosion control measures shall not be placed in wetlands or waters except within the footprint of temporary or permanent impacts authorized under this Certification. Exceptions to this condition require application to and written approval from DWR. [15A NCAC 02H .0501 and .0502]
7. Erosion control matting that incorporates plastic mesh and/or plastic twine shall not be used along streambanks or within wetlands. Exceptions to this condition require application to and written approval from DWR. [15A NCAC 02B .0201]

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8. An NPDES Construction Stormwater Permit (NCG010000) is required for construction projects that disturb one (1) or more acres of land. The NCG010000 Permit allows stormwater to be discharged during land disturbing construction activities as stipulated in the conditions of the permit. If the project is covered by this permit, full compliance with permit conditions including the erosion & sedimentation control plan, inspections and maintenance, self-monitoring, record keeping and reporting requirements is required. [15A NCAC 02H .0506(b)(5) and (c)(5)]

The North Carolina Department of Transportation (NCDOT) shall be required to be in full compliance with the conditions related to construction activities within the most recent version of their individual NPDES (NCS000250) stormwater permit. [15A NCAC 02H .0506(b)(5) and (c)(5)]

9. All work in or adjacent to streams shall be conducted so that the flowing stream does not come in contact with the disturbed area. Approved best management practices from the most current version of the *NC Sediment and Erosion Control Manual*, or the *NC DOT Construction and Maintenance Activities Manual*, such as sandbags, rock berms, cofferdams, and other diversion structures shall be used to minimize excavation in flowing water. Exceptions to this condition require application to and written approval from DWR. [15A NCAC 02H .0506(b)(3) and (c)(3)]
10. If activities must occur during periods of high biological activity (e.g. sea turtle nesting, fish spawning, or bird nesting), then biological monitoring may be required at the request of other state or federal agencies and coordinated with these activities. [15A NCAC 02H .0506 (b)(2) and 15A NCAC 04B .0125]

All moratoriums on construction activities established by the NC Wildlife Resources Commission (WRC), US Fish and Wildlife Service (USFWS), NC Division of Marine Fisheries (DMF), or National Marine Fisheries Service (NMFS) shall be implemented. Exceptions to this condition require written approval by the resource agency responsible for the given moratorium. A copy of the approval from the resource agency shall be forwarded to DWR.

Work within a designated trout watershed of North Carolina (as identified by the Wilmington District of the US Army Corps of Engineers), or identified state or federal endangered or threatened species habitat, shall be coordinated with the appropriate WRC, USFWS, NMFS, and/or DMF personnel.

11. Culverts shall be designed and installed in such a manner that the original stream profiles are not altered and allow for aquatic life movement during low flows. The dimension, pattern, and profile of the stream above and below a pipe or culvert shall not be modified by widening the stream channel or by reducing the depth of the stream in connection with the construction activity. The width, height, and gradient of a proposed culvert shall be such as to pass the average historical low flow and spring flow without adversely altering flow velocity. [15A NCAC 02H .0506(b)(2) and (c)(2)]

Placement of culverts and other structures in streams shall be below the elevation of the streambed by one foot for all culverts with a diameter greater than 48 inches, and 20% of the culvert diameter for culverts having a diameter less than or equal to 48 inches, to allow low flow passage of water and aquatic life.

If multiple pipes or barrels are required, they shall be designed to mimic the existing stream cross section as closely as possible including pipes or barrels at flood plain elevation and/or sills where appropriate. Widening the stream channel shall be avoided.

When topographic constraints indicate culvert slopes of greater than 5%, culvert burial is not required, provided that all alternative options for flattening the slope have been investigated and aquatic life movement/connectivity has been provided when possible (e.g. rock ladders, cross vanes, etc.). Notification, including supporting documentation to include a location map of the culvert, culvert profile drawings, and slope calculations, shall be provided to DWR 60 calendar days prior to the installation of the culvert.

When bedrock is present in culvert locations, culvert burial is not required provided that there is sufficient documentation of the presence of bedrock. Notification, including supporting documentation such as, a location map of the culvert, geotechnical reports, photographs, etc. shall be provided to DWR a minimum of 60 calendar days prior to the installation of the culvert. If bedrock is discovered during construction, then DWR shall be notified by phone or email within 24 hours of discovery.

If other site-specific topographic constraints preclude the ability to bury the culverts as described above and/or it can be demonstrated that burying the culvert would result in destabilization of the channel, then exceptions to this condition require application to and written approval from DWR.

Installation of culverts in wetlands shall ensure continuity of water movement and be designed to adequately accommodate high water or flood conditions. When roadways, causeways, or other fill projects are constructed across FEMA-designated floodways or wetlands, openings such as culverts or bridges shall be provided to maintain the natural hydrology of the system as well as prevent constriction of the floodway that may result in destabilization of streams or wetlands.

The establishment of native woody vegetation and other soft stream bank stabilization techniques shall be used where practicable instead of rip-rap or other bank hardening methods.

12. Bridge deck drains shall not discharge directly into the stream. Stormwater shall be directed across the bridge and pre-treated through site-appropriate means to the maximum extent practicable (e.g. grassed swales, pre-formed scour holes, vegetated buffers, etc.) before entering the stream. Exceptions to this condition require application to and written approval from DWR. [15A NCAC 02H .0506(b)(5)]

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13. Application of fertilizer to establish planted/seeded vegetation within disturbed riparian areas and/or wetlands shall be conducted at agronomic rates and shall comply with all other Federal, State and Local regulations. Fertilizer application shall be accomplished in a manner that minimizes the risk of contact between the fertilizer and surface waters. [15A NCAC 02B .0200 and 15A NCAC 02B .0231]
14. If concrete is used during construction, then all necessary measures shall be taken to prevent direct contact between uncured or curing concrete and waters of the state. Water that inadvertently contacts uncured concrete shall not be discharged to waters of the state. [15A NCAC 02B .0200]
15. All proposed and approved temporary fill and culverts shall be removed and the impacted area shall be returned to natural conditions within 60 calendar days after the temporary impact is no longer necessary. The impacted areas shall be restored to original grade, including each stream's original cross sectional dimensions, planform pattern, and longitudinal bed profile. For projects that receive written approval, no temporary impacts are allowed beyond those included in the application and authorization. All temporarily impacted sites shall be restored and stabilized with native vegetation. [15A NCAC 02H .0506(b)(2) and (c)(2)]
16. All proposed and approved temporary pipes/culverts/rip-rap pads etc. in streams shall be installed as outlined in the most recent edition of the *North Carolina Sediment and Erosion Control Planning and Design Manual* or the *North Carolina Surface Mining Manual* or the *North Carolina Department of Transportation Best Management Practices for Construction and Maintenance Activities* so as not to restrict stream flow or cause dis-equilibrium during use of this Certification. [15A NCAC 02H .0506(b)(2) and (c)(2)]
17. Any rip-rap required for proper culvert placement, stream stabilization, or restoration of temporarily disturbed areas shall be restricted to the area directly impacted by the approved construction activity. All rip-rap shall be placed such that the original stream elevation and streambank contours are restored and maintained. Placement of rip-rap or other approved materials shall not result in de-stabilization of the stream bed or banks upstream or downstream of the area or in a manner that precludes aquatic life passage. [15A NCAC 02H .0506(b)(2)]
18. Any rip-rap used for stream or shoreline stabilization shall be of a size and density to prevent movement by wave, current action, or stream flows and shall consist of clean rock or masonry material free of debris or toxic pollutants. Rip-rap shall not be installed in the streambed except in specific areas required for velocity control and to ensure structural integrity of bank stabilization measures. [15A NCAC 02H .0506(b)(2)]
19. Applications for rip-rap groins proposed in accordance with 15A NCAC 07H .1401 (NC Division of Coastal Management General Permit for construction of Wooden and Rip-rap Groins in Estuarine and Public Trust Waters) shall meet all the specific conditions for design and construction specified in 15A NCAC 07H .1405.

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20. All mechanized equipment operated near surface waters shall be inspected and maintained regularly to prevent contamination of surface waters from fuels, lubricants, hydraulic fluids, or other toxic materials. Construction shall be staged in order to minimize the exposure of equipment to surface waters to the maximum extent practicable. Fueling, lubrication and general equipment maintenance shall be performed in a manner to prevent, to the maximum extent practicable, contamination of surface waters by fuels and oils. [15A NCAC 02H .0506(b)(3) and (c)(3) and 15A NCAC 02B .0211 (12)]
21. Heavy equipment working in wetlands shall be placed on mats or other measures shall be taken to minimize soil disturbance. [15A NCAC 02H .0506(b)(3) and (c)(3)]
22. In accordance with 143-215.85(b), the applicant shall report any petroleum spill of 25 gallons or more; any spill regardless of amount that causes a sheen on surface waters; any petroleum spill regardless of amount occurring within 100 feet of surface waters; and any petroleum spill less than 25 gallons that cannot be cleaned up within 24 hours.
- * 23. If an environmental document is required under the State Environmental Policy Act (SEPA), then this General Certification is not valid until a Finding of No Significant Impact (FONSI) or Record of Decision (ROD) is issued by the State Clearinghouse. If an environmental document is required under the National Environmental Policy Act (NEPA), then this General Certification is not valid until a Categorical Exclusion, the Final Environmental Assessment, or Final Environmental Impact Statement is published by the lead agency. [15A NCAC 01C .0107(a)]
24. This General Certification does not relieve the applicant of the responsibility to obtain all other required Federal, State, or Local approvals before proceeding with the project, including those required by, but not limited to, Sediment and Erosion Control, Non-Discharge, Water Supply Watershed, and Trout Buffer regulations.
25. The applicant and their authorized agents shall conduct all activities in a manner consistent with State water quality standards (including any requirements resulting from compliance with §303(d) of the Clean Water Act), and any other appropriate requirements of State and Federal Law. If DWR determines that such standards or laws are not being met, including failure to sustain a designated or achieved use, or that State or Federal law is being violated, or that further conditions are necessary to assure compliance, then DWR may revoke or modify a written authorization associated with this General Water Quality Certification. [15A NCAC 02H .0507(d)]
26. The permittee shall require its contractors and/or agents to comply with the terms and conditions of this permit in the construction and maintenance of this project, and shall provide each of its contractors and/or agents associated with the construction or maintenance of this project with a copy of this Certification. A copy of this Certification, including all conditions shall be available at the project site during the construction and maintenance of this project. [15A NCAC 02H .0507 (c) and 15A NCAC 02H .0506 (b)(2) and (c)(2)]

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- * 27. When written authorization is required for use of this Certification, upon completion of all permitted impacts included within the approval and any subsequent modifications, the applicant shall be required to return a certificate of completion (available on the DWR website <https://edocs.deq.nc.gov/Forms/Certificate-of-Completion>). [15A NCAC 02H .0502(f)]
- 28. Additional site-specific conditions, including monitoring and/or modeling requirements, may be added to the written approval letter for projects proposed under this Water Quality Certification in order to ensure compliance with all applicable water quality and effluent standards. [15A NCAC 02H .0507(c)]
- 29. If the property or project is sold or transferred, the new permittee shall be given a copy of this Certification (and written authorization if applicable) and is responsible for complying with all conditions. [15A NCAC 02H .0501 and .0502]

III. GENERAL CERTIFICATION ADMINISTRATION:

- * 1. In accordance with North Carolina General Statute 143-215.3D(e), written approval for a 401 Water Quality General Certification must include the appropriate fee. An applicant for a CAMA permit under Article 7 of Chapter 113A of the General Statutes for which a Water Quality Certification is required shall only make one payment to satisfy both agencies; the fee shall be as established by the Secretary in accordance with 143-215.3D(e)(7).
- 2. This Certification neither grants nor affirms any property right, license, or privilege in any waters, or any right of use in any waters. This Certification does not authorize any person to interfere with the riparian rights, littoral rights, or water use rights of any other person and this Certification does not create any prescriptive right or any right of priority regarding any usage of water. This Certification shall not be interposed as a defense in any action respecting the determination of riparian or littoral rights or other rights to water use. No consumptive user is deemed by virtue of this Certification to possess any prescriptive or other right of priority with respect to any other consumptive user regardless of the quantity of the withdrawal or the date on which the withdrawal was initiated or expanded.
- 3. This Certification grants permission to the Director, an authorized representative of the Director, or DWR staff, upon the presentation of proper credentials, to enter the property during normal business hours. [15A NCAC 02H .0502(e)]
- 4. This General Certification shall expire on the same day as the expiration date of the corresponding Nationwide Permit and/or Regional General Permit. The conditions in effect on the date of issuance of Certification for a specific project shall remain in effect for the life of the project, regardless of the expiration date of this Certification. This General Certification is rescinded when the US Army Corps of Engineers reauthorizes any of the corresponding Nationwide Permits and/or Regional General Permits or when deemed appropriate by the Director of the Division of Water Resources.

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5. Non-compliance with or violation of the conditions herein set forth by a specific project may result in revocation of this General Certification for the project and may also result in criminal and/or civil penalties.
- * 6. The Director of the North Carolina Division of Water Resources may require submission of a formal application for Individual Certification for any project in this category of activity if it is deemed in the public's best interest or determined that the project is likely to have a significant adverse effect upon water quality, including state or federally listed endangered or threatened aquatic species, or degrade the waters so that existing uses of the water or downstream waters are precluded.

History Note: Water Quality Certification (WQC) Number 4135 issued December 1, 2017 replaces WQC Number 4088 issued March 3, 2017; WQC 3886 issued March 12, 2012; WQC Number 3820 issued April 6, 2010; WQC Number 3627 issued March 2007; WQC Number 3404 issued March 2003; WQC Number 3375 issued March 18, 2002; WQC Number 3289 issued June 1, 2000; WQC Number 3103 issued February 11, 1997; WQC Number 2732 issued May 1, 1992; WQC Number 2666 issued January 21, 1992; WQC Number 2177 issued November 5, 1987.

STATE	N.C.	STATE PROJECT REFERENCE NO.	A-0011C	SHEET NO.	1
FED. PROJECT NO.	32574.1.FD7	F.F. NUMBER	AFD-00691007	FE	
STATE PROJECT NO.	32574.1.F.4	F.F. NUMBER	AFD-00691007	R/W, UTILITIES	

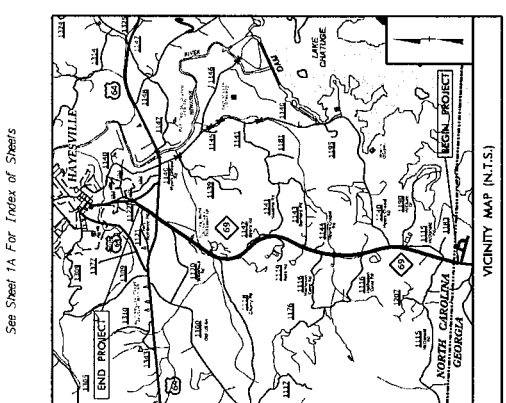
PERMIT DRAWING
SHEET 1 OF 45

Site Numbers
and
Stream IDs
shown in these boxes on following
pages

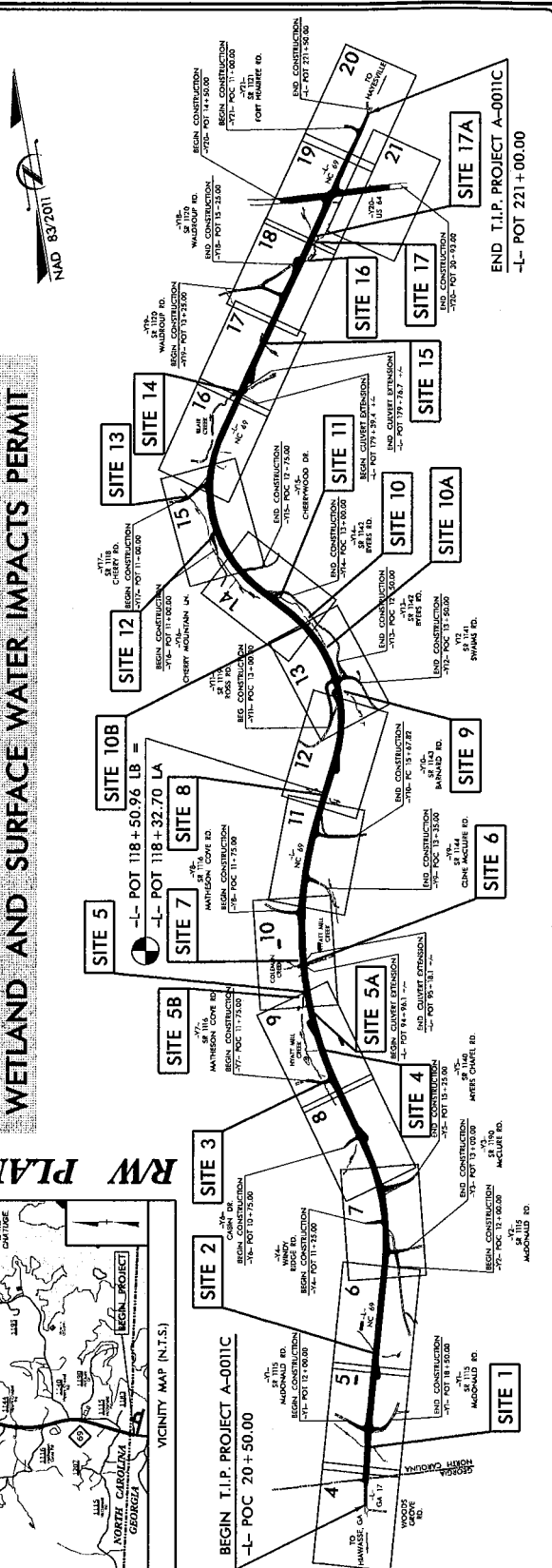
STATE OF NORTH CAROLINA
DIVISION OF HIGHWAYS
CLAY COUNTY

LOCATION: NC 69 FROM GEORGIA STATE LINE TO US 64
TYPE OF WORK: GRADING, DRAINAGE, PAVING, SIGNALS,
AND CULVERTS

WETLAND AND SURFACE WATER IMPACTS PERMIT
RW PLANS



See Sheet 1A For Index of Sheets



END T.I.P. PROJECT A-0011C
-L- POT 221+00.00

DOCUMENT NOT CONSIDERED FINAL
UNLESS ALL REQUIREMENTS COMPLETED

NC DOT CONTACT:
KENNETH MADWELL
ASSISTANT DESIGN ENGINEER, DIV. 14
(818) 631-1172

HYDRAULICS ENGINEER
ROADWAY DESIGN ENGINEER

Division of Highways
194 S. Salisbury Street, Suite 17
Raleigh, NC 27603
M.A.A. Engineering
Consultants, Inc. (C) 2018

PROJECT MANAGER
ROBERT W. PORTER, JR. PE

PROJECT DESIGNER
KEVIN S. HUTCHENS PE

RIGHT OF WAY DATE:
JUNE 30, 2018

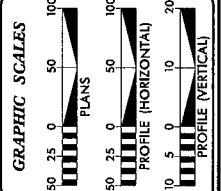
LETTING DATE:
OCTOBER 15, 2019

PROJECT LENGTH

LENGTH ROADWAY PROJECT A-0011C	= 3.790 mile
LENGTH STRUCTURES PROJECT A-0011C	= 0.011 mile
TOTAL LENGTH PROJECT A-0011C	= 3.801 mile

DESIGN DATA

ADT 2020	= 11,730
ADT 2040	= 17,990
K	= 9 %
D	= 55 %
T	= 9 %
V	= 50 MPH
* TTST = 2% DUAL 7%	
FUNC CLASS = MINOR ARTERIAL	
REGIONAL TIER	

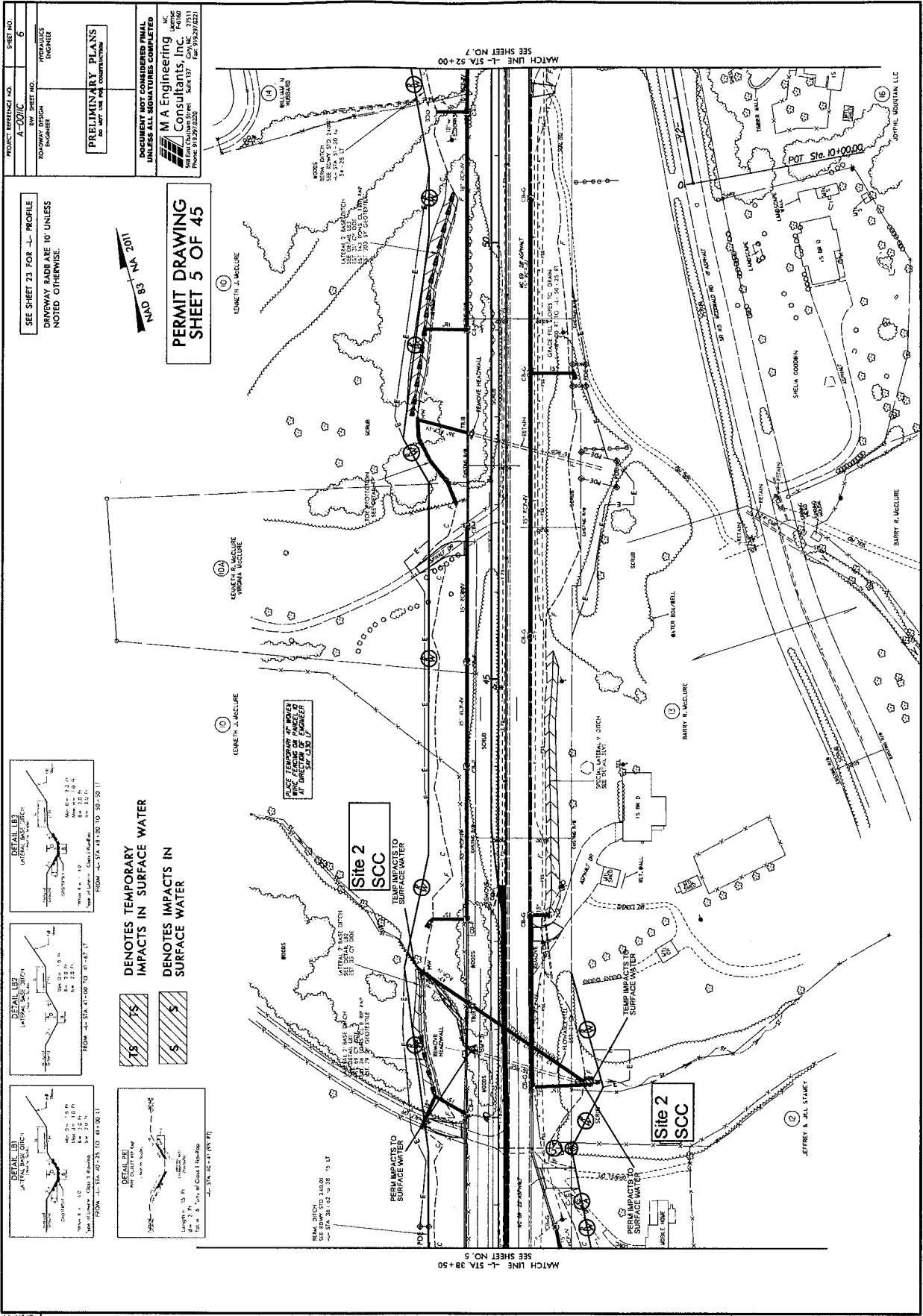


CLEARING ON THIS PROJECT SHALL BE PERFORMED TO THE LIMITS ESTABLISHED BY METHOD II.

THIS PROJECT IS NOT WITHIN ANY MUNICIPAL BOUNDARIES.

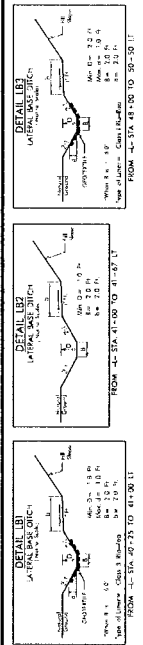
TIP PROJECT: A-0011C

CONTRACT:



PROJECT REFERENCE NO. A-001/C
 SHEET NO. 6
 ROADWAY DESIGN ENGINEER
 PRELIMINARY PLANS
 NO ANY USE FOR CONSTRUCTION
 DOCUMENT NOT COMPLETED
 UNLESS ALL SIGNATURES COMPLETED
M A Engineering, Inc.
 1000 W. 10th St., Suite 137
 Cary, NC 27513
 Phone: 919.297.0220 Fax: 919.297.0221

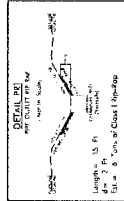
SEE SHEET 23 FOR -L- PROFILE
 DIMENSION RADII ARE 10 UNLESS NOTED OTHERWISE
 NAD 83 NA 2011
PERMIT DRAWING SHEET 5 OF 45



FROM -44.57A 41+00 TO 38+30.11'
 FROM -44.57A 41+00 TO 41+07.11'
 FROM -44.57A 42+75 TO 41+00.11'
 FROM -44.57A 42+75 TO 41+00.11'

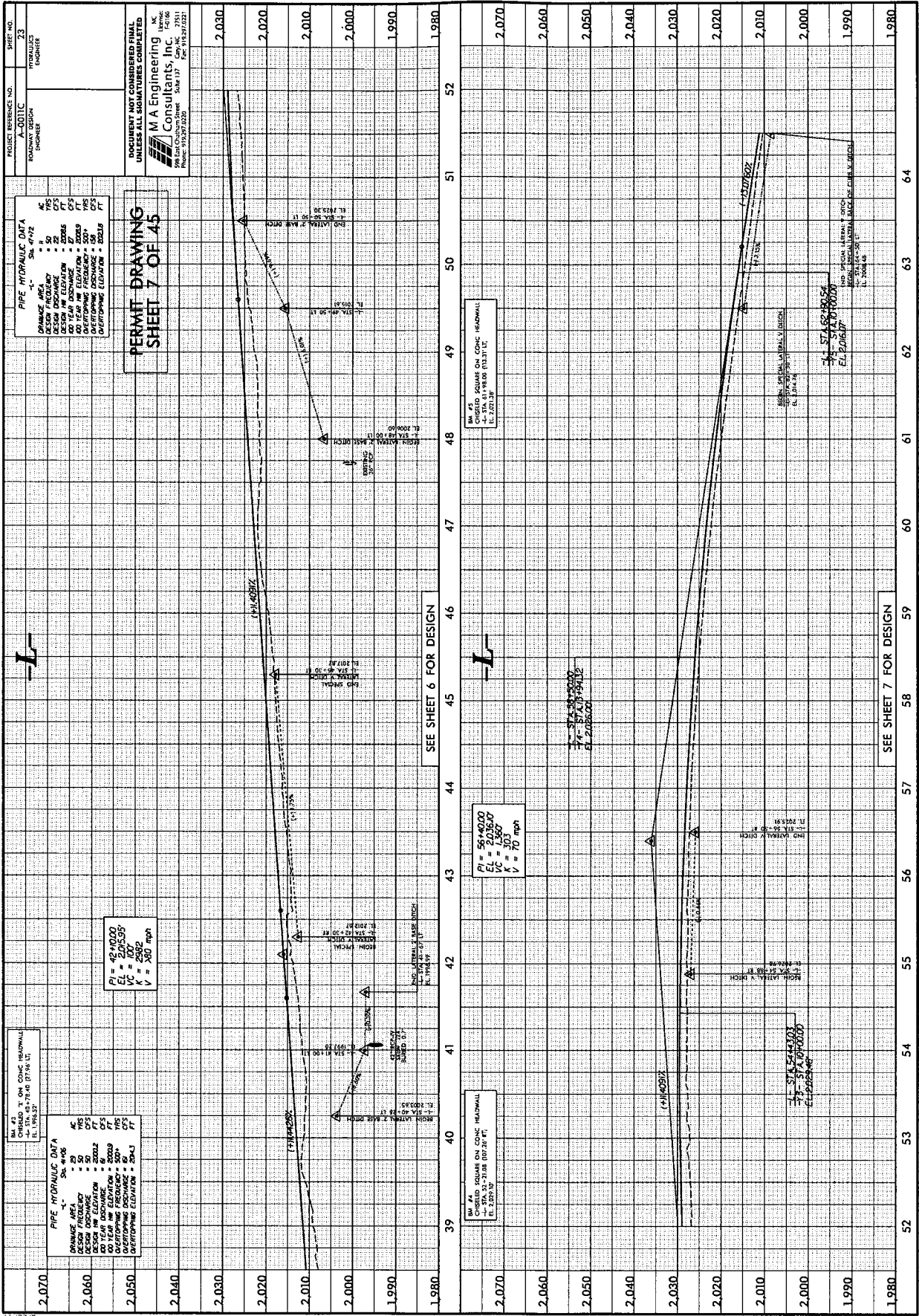
TEMPORARY IMPACTS TO SURFACE WATER

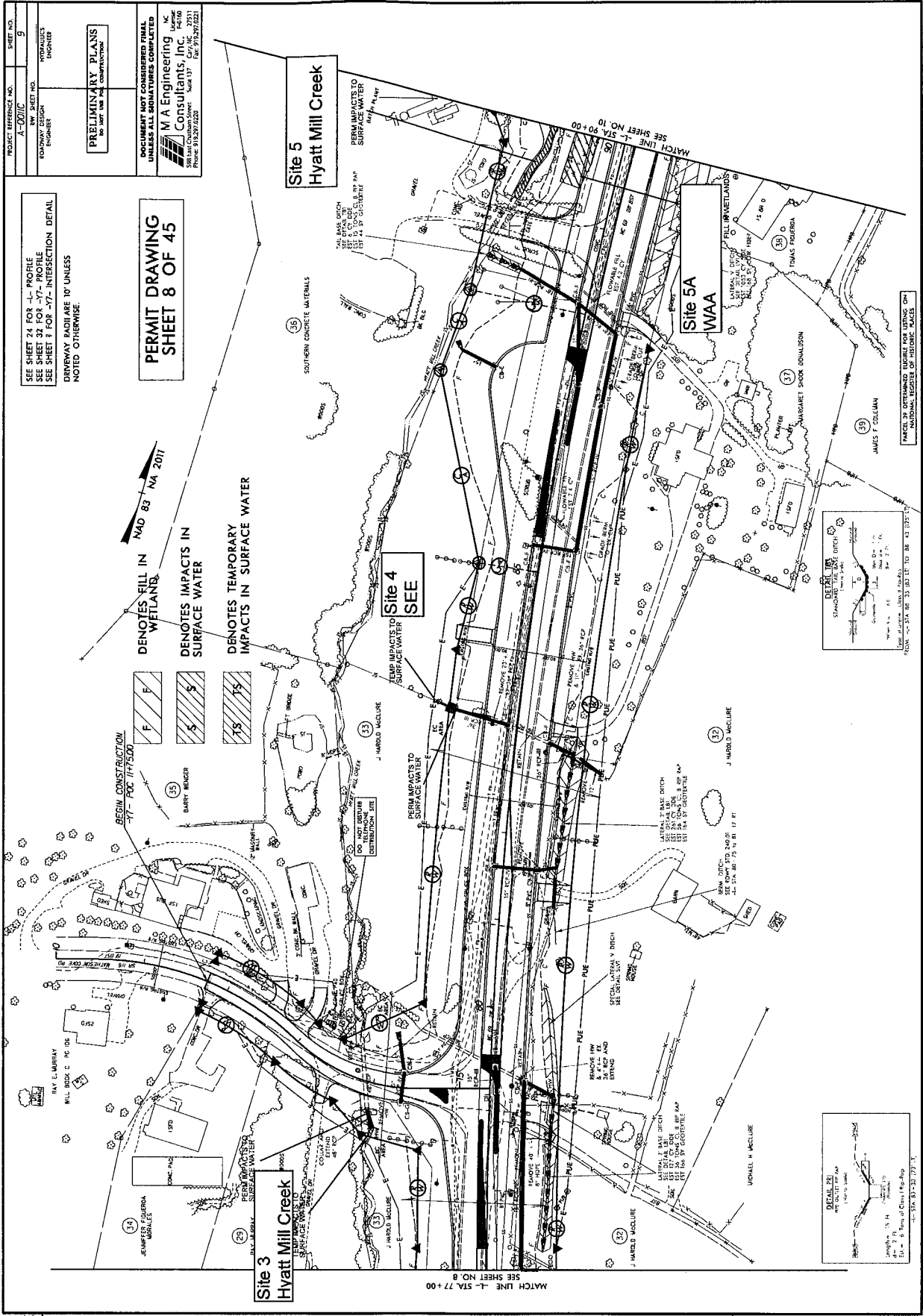
PERM IMPACTS TO SURFACE WATER



MATCH LINE -L- STA 38+50 SEE SHEET NO. 5
 MATCH LINE -L- STA 52+00 SEE SHEET NO. 7

REVISIONS





SEE SHEET 24 FOR -L- PROFILE
 SEE SHEET 32 FOR -77- PROFILE
 SEE SHEET 7 FOR -77- INTERSECTION DETAIL
 DRIVEWAY RADIARE TO UNLESS
 NOTED OTHERWISE.

**PERMIT DRAWING
 SHEET 8 OF 45**

PRELIMINARY PLANS
 DO NOT USE FOR CONSTRUCTION

DOCUMENT NOT CONSIDERED FINAL
 UNLESS ALL SIGNATURES COMPLETED

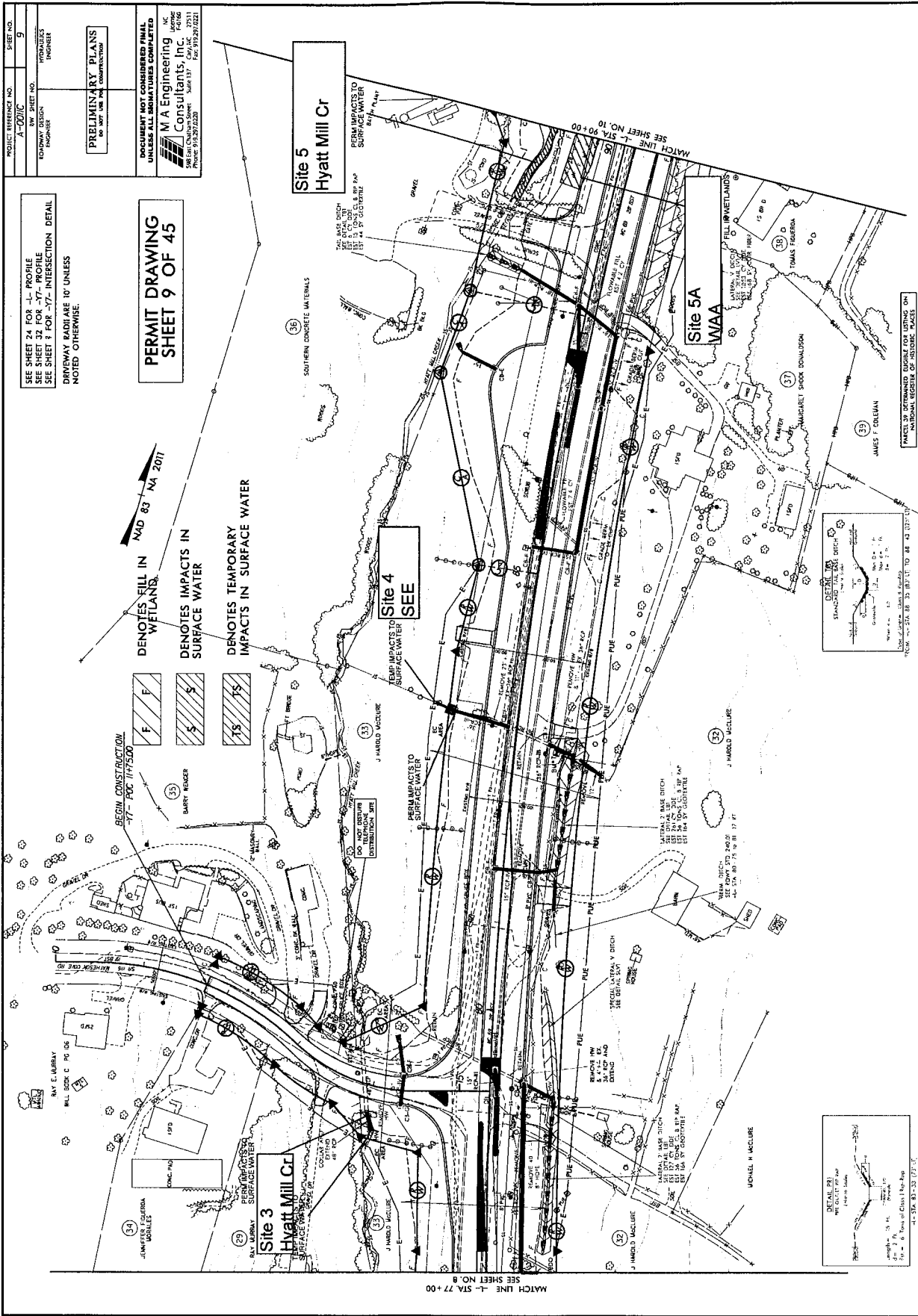
**M A Engineering
 Consultants, Inc.**
 2801
 Phone: 918.337.0220 Fax: 918.337.0221

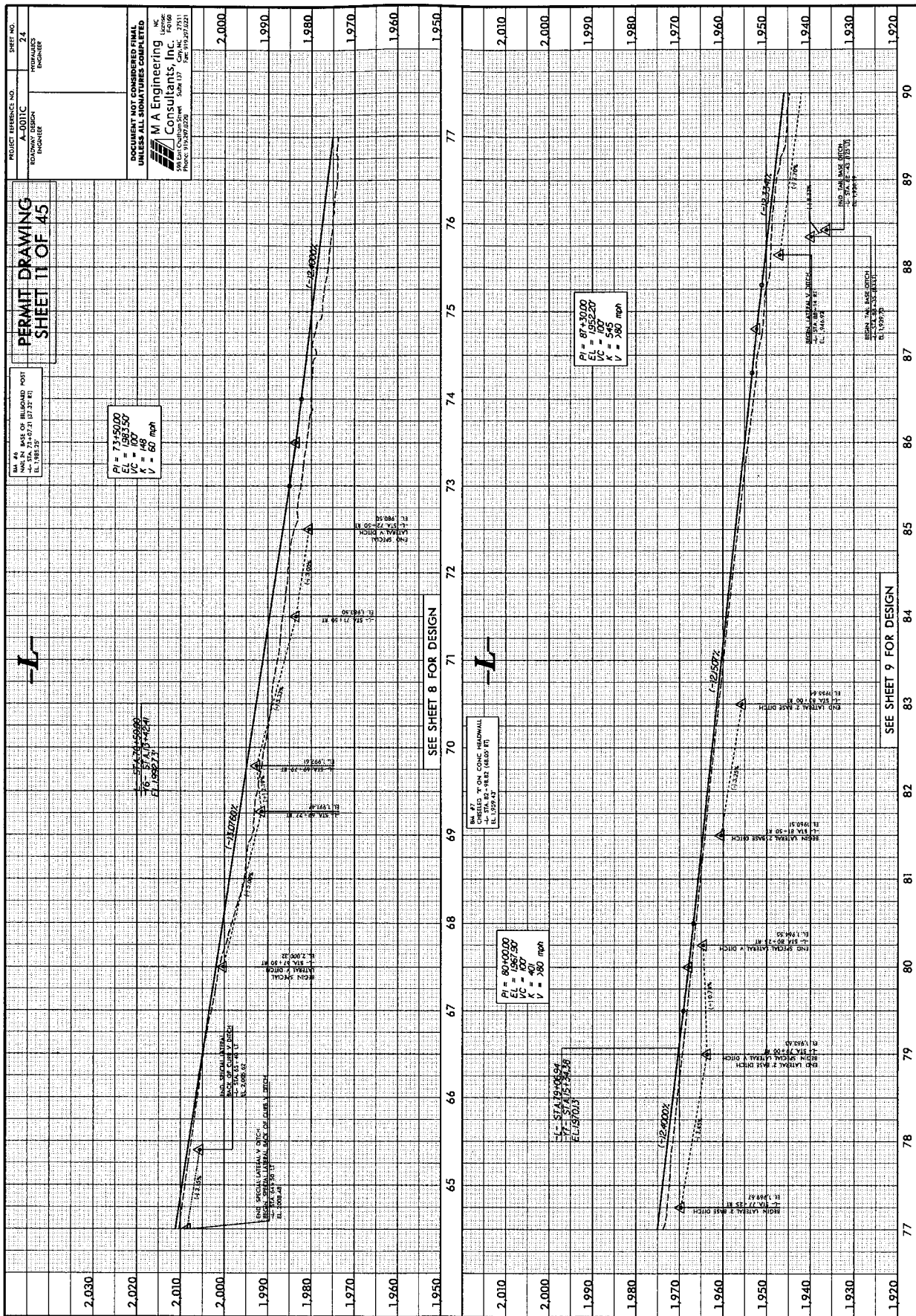
PROJECT REFERENCE NO.	A-001C
SHEET NO.	9
ROW SHEET NO.	HYDRAULICS ENGINEER

9/17/99

REVISIONS

7/27/08 12:48 PM C:\Users\jcollum\Desktop\Projects\Hyatt Mill Creek\Drawings\Permits\Environmental\Drawings\Permits\NCE\Drawings\99117799.dwg





PERMIT DRAWING
SHEET 11 OF 45

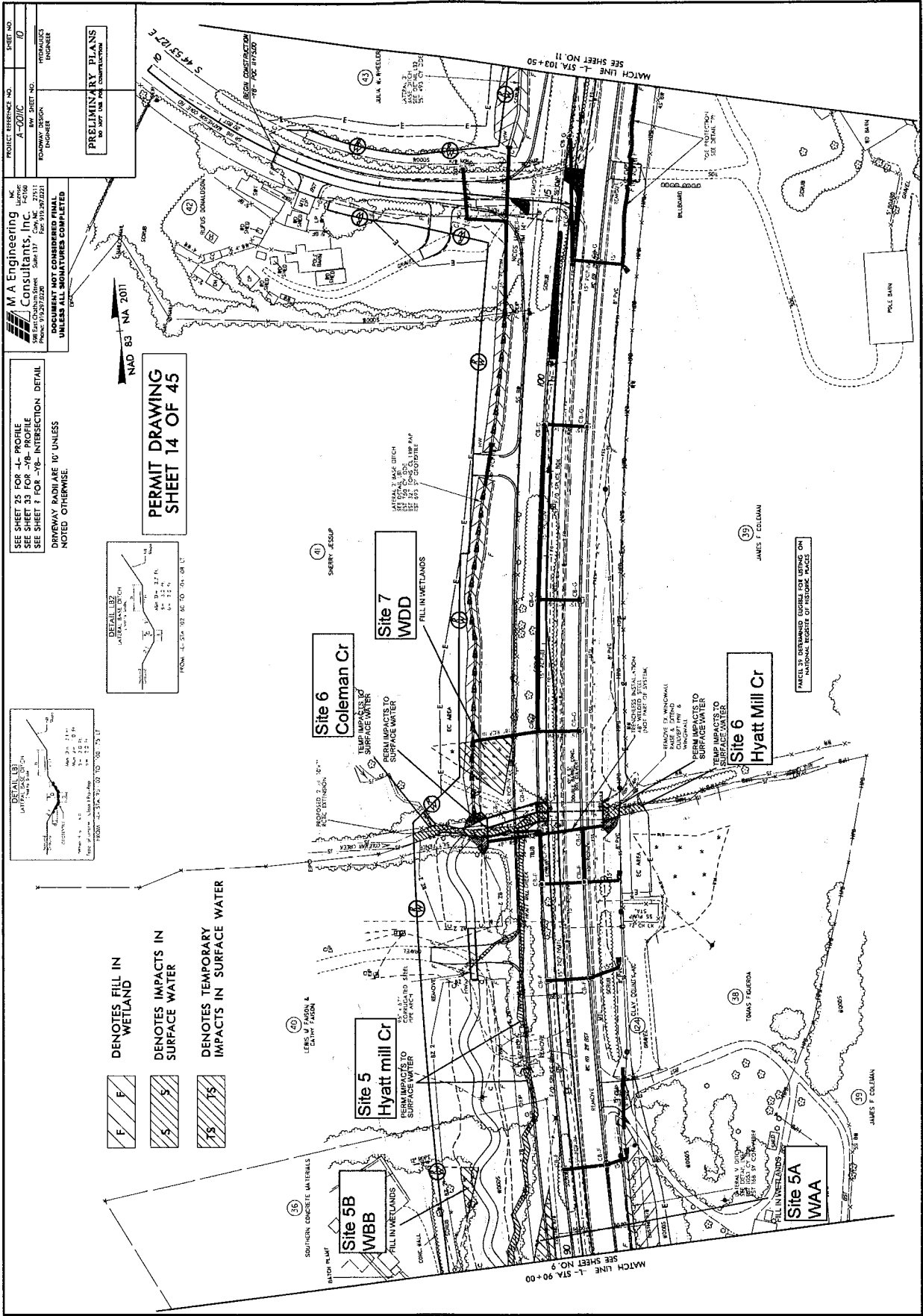
BASE IN BASE OF BILLBOARD POST
MAKE IN BASE OF BILLBOARD POST
STA. 74+00.00
EL. 1987.25

PI = 73+50.00
EL = 1987.50
VC = 500
K = 149
V = 60 mph

PI = 87+30.00
EL = 1952.20
VC = 500
K = 407
V = 300 mph

SEE SHEET 8 FOR DESIGN

SEE SHEET 9 FOR DESIGN



REVISIONS

8/17/08

2/2/2008

10811C:\hp\prj\w\k\p10\10\contour\idg

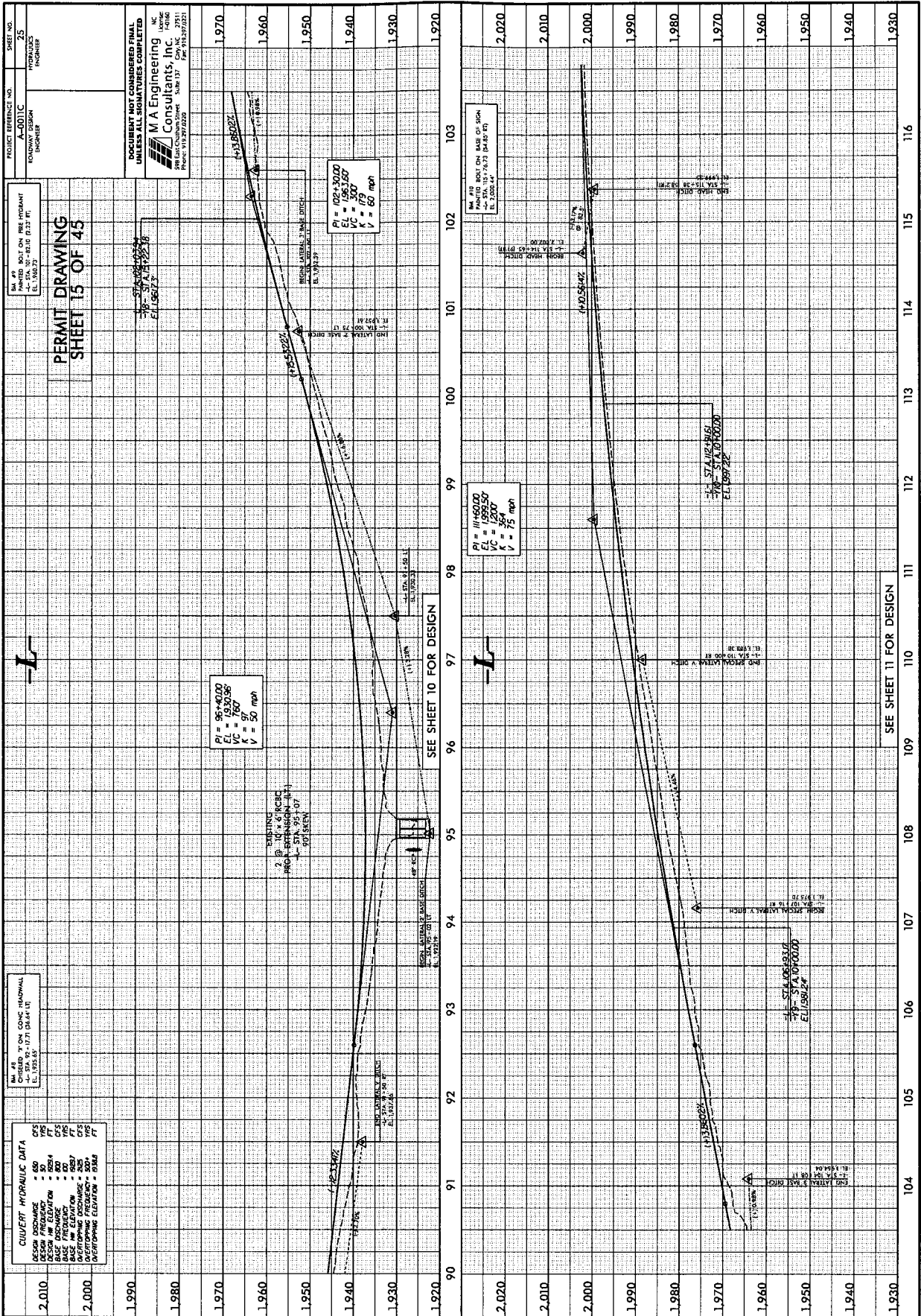
PERMITS Environmental Drawings

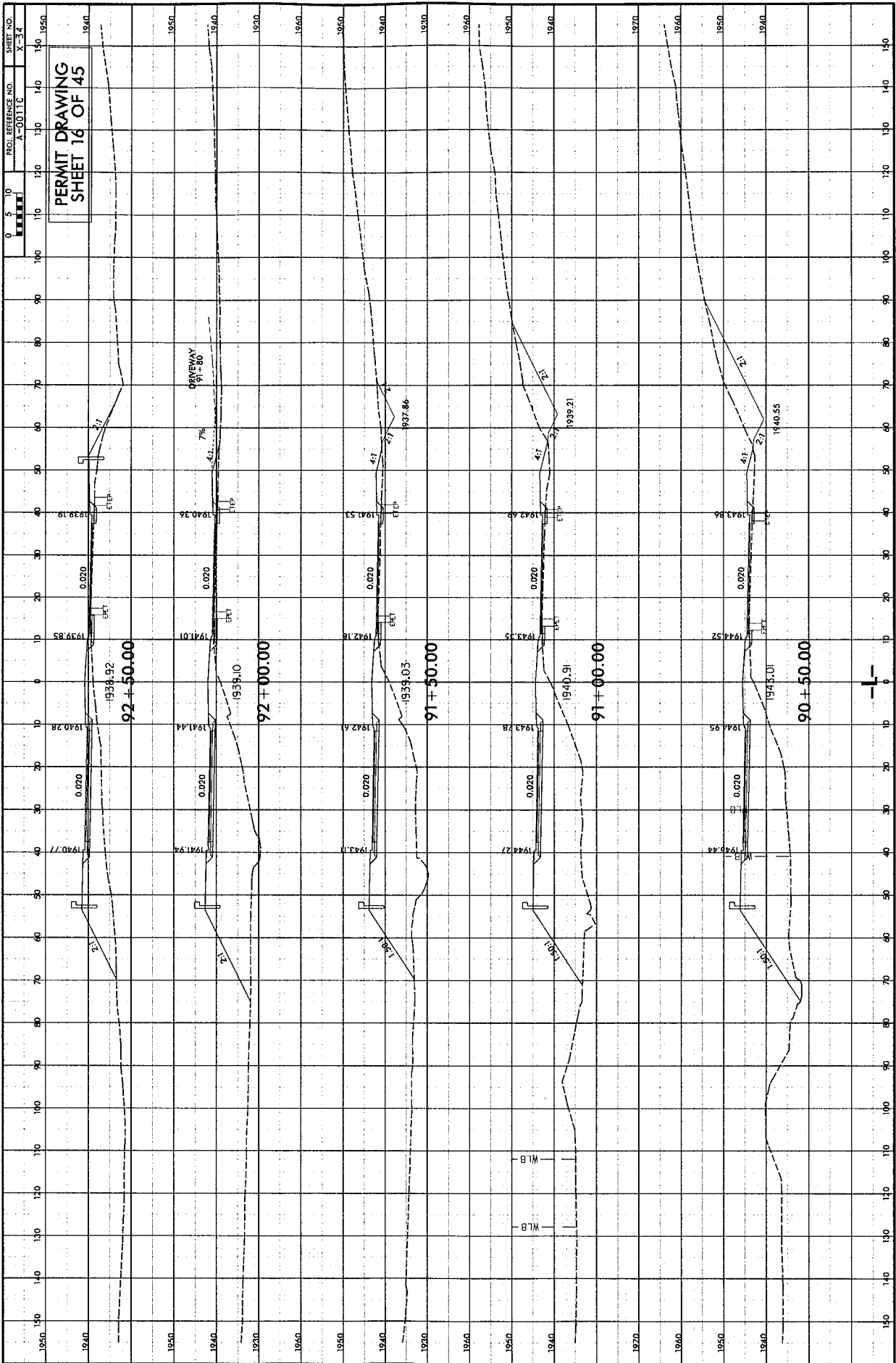
M/A Engineering
 14000
 CONSULTANTS, INC.
 275
 19307328
 910-927-0228
 910-927-0221

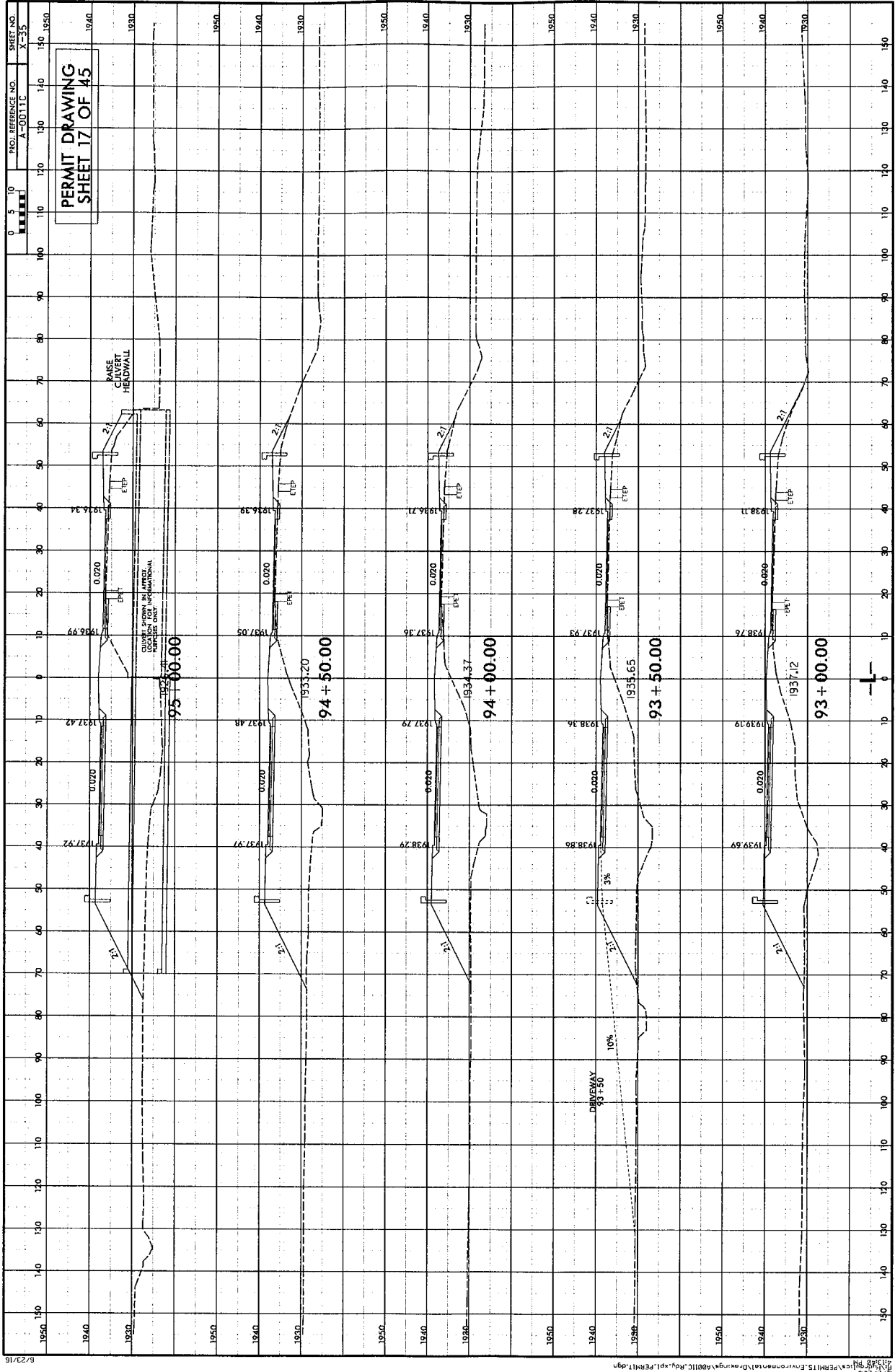
PRELIMINARY PLANS
 NO NOT FOR CONSTRUCTION

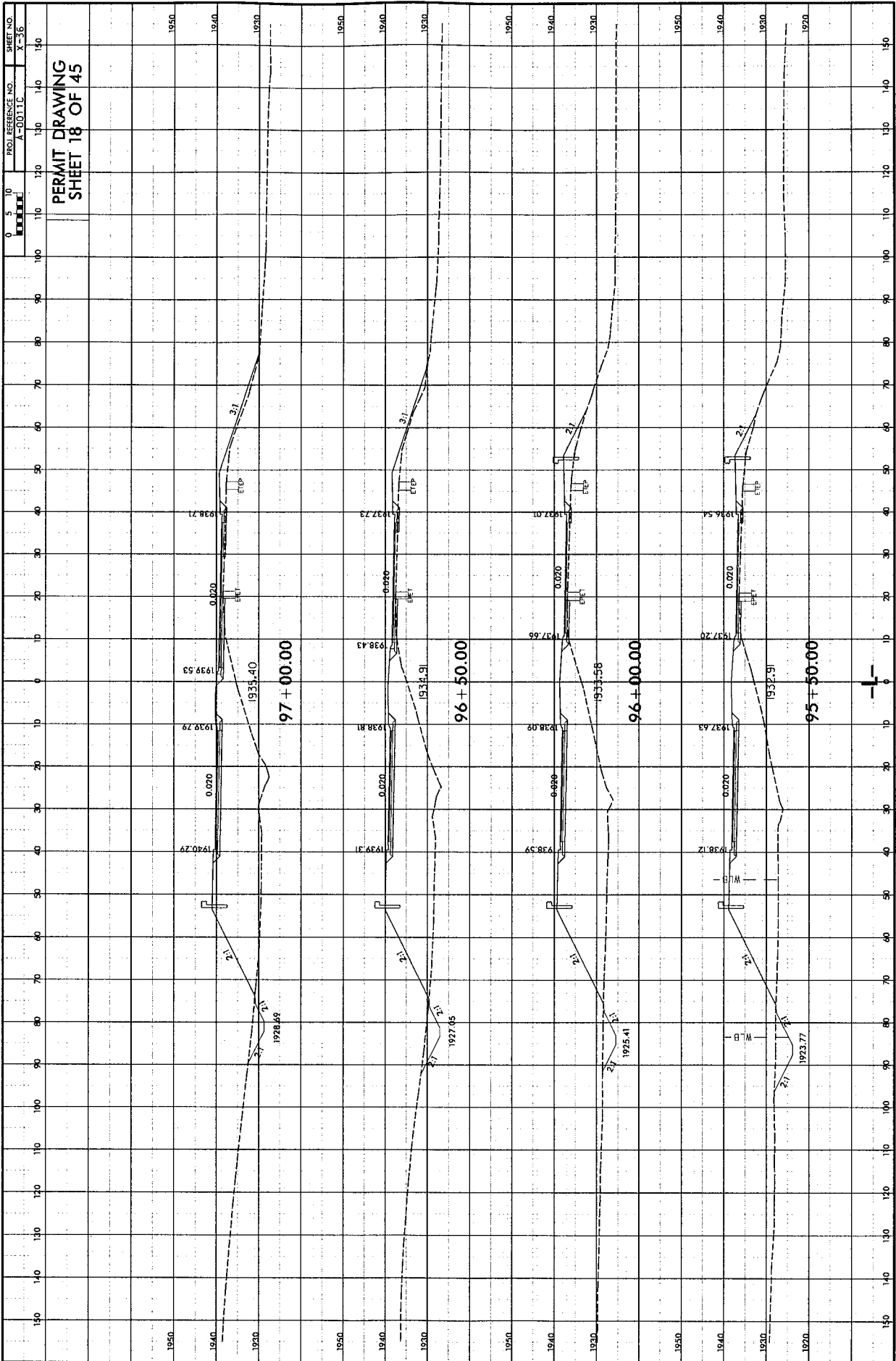
SEE SHEET 25 FOR -L- PROFILE
 SEE SHEET 33 FOR -B- PROFILE
 SEE SHEET 7 FOR -B- INTERSECTION DETAIL
 DRIVEWAY RADII ARE 10' UNLESS NOTED OTHERWISE.

PERMIT DRAWING
SHEET 14 OF 45





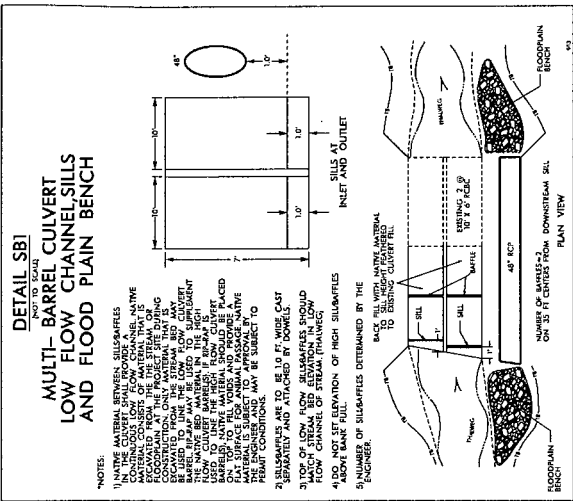
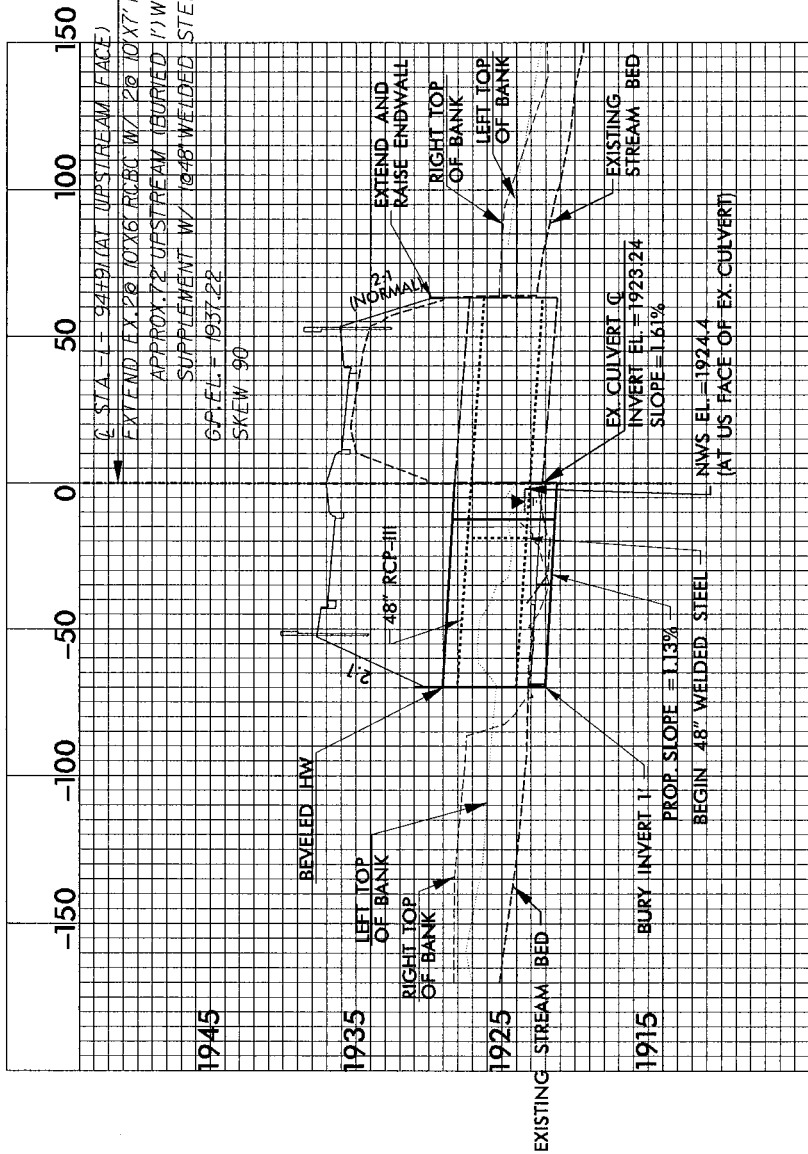


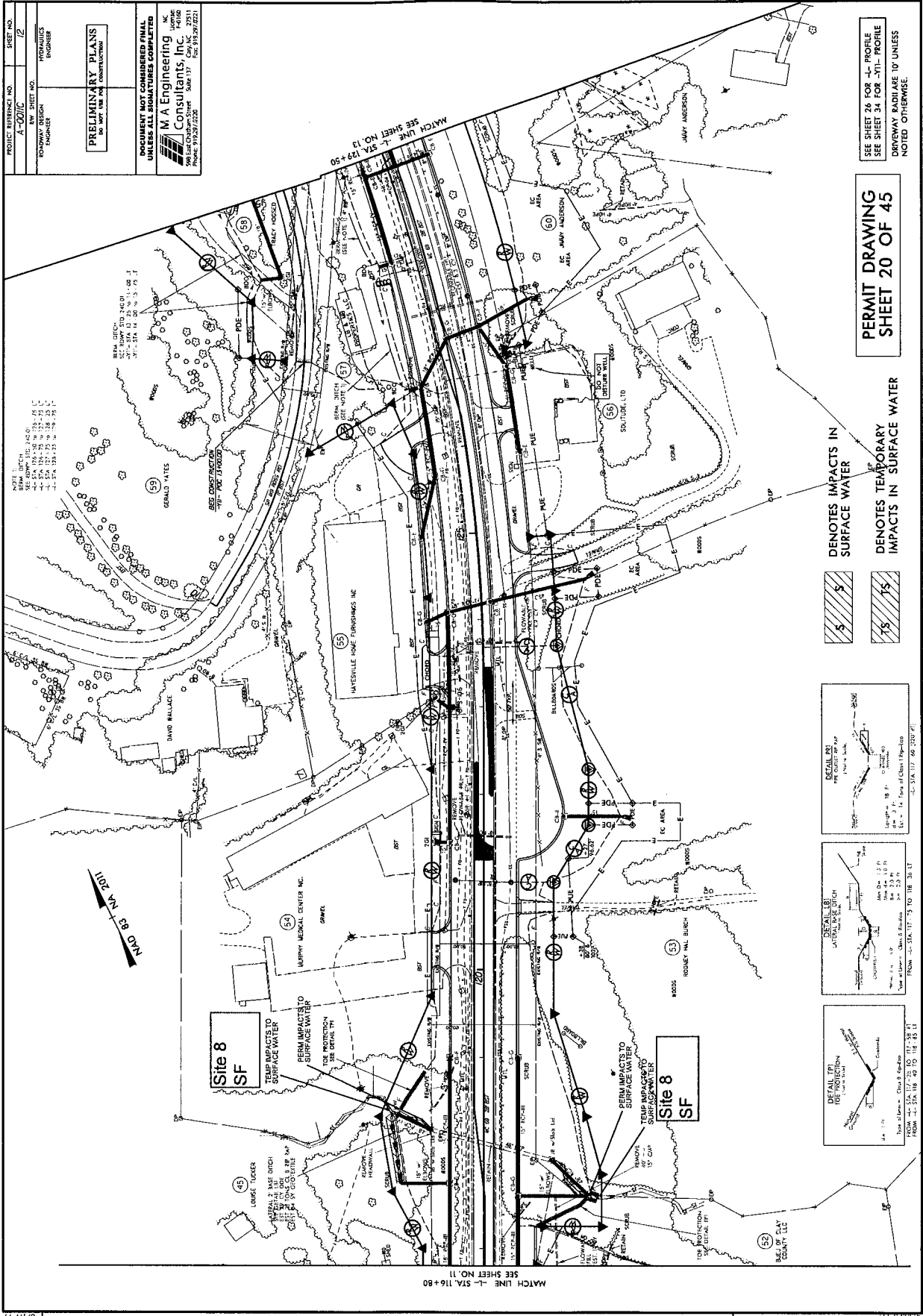


PERMIT DRAWING
SHEET 19 OF 45

HYATT MILL
CREEK

PROJECT REFERENCE NO. A-001/C	SHEET NO.
ROADWAY DESIGN ENGINEER	HYDRAULICS ENGINEER
INCOMPLETE PLANS DO NOT CONSTITUTE AN OFFER OF CONTRACT	
DOCUMENT NOT COULDERED FINAL UNLESS ALL SIGNATURES COMPLETED M A Engineering 4000 Consultants, Inc. 2808 BRIDGE PL. FAYETTEVILLE, NC 27031 PHONE: 910.297.0230 FAX: 910.297.0231	



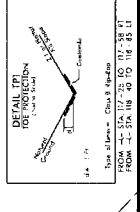
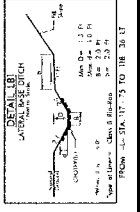
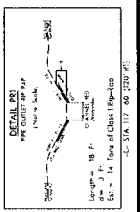


PROJECT REFERENCE NO.	A-201C	SHEET NO.	12
ROW DESIGN ENGINEER	HYDRAULICS ENGINEER	DATE	12/17/93
PRELIMINARY PLANS DO NOT USE FOR CONSTRUCTION			
DOCUMENT NOT CONSIDERED FINAL UNLESS ALL SIGNATURES COMPLETED M A A Engineering INCORPORATING Consultants, Inc. 200 S. W. 11th St., Suite 117 Ft. Lauderdale, FL 33304 Phone: 919.297.0220 Fax: 919.297.0221			

SEE SHEET 26 FOR -L- PROFILE
 SEE SHEET 34 FOR -RT- PROFILE
 DRIVEWAY RADII ARE 10' UNLESS NOTED OTHERWISE

PERMIT DRAWING
SHEET 20 OF 45

S DENOTES IMPACTS IN SURFACE WATER
TS DENOTES TEMPORARY IMPACTS IN SURFACE WATER



REVISIONS	DATE	BY	DESCRIPTION

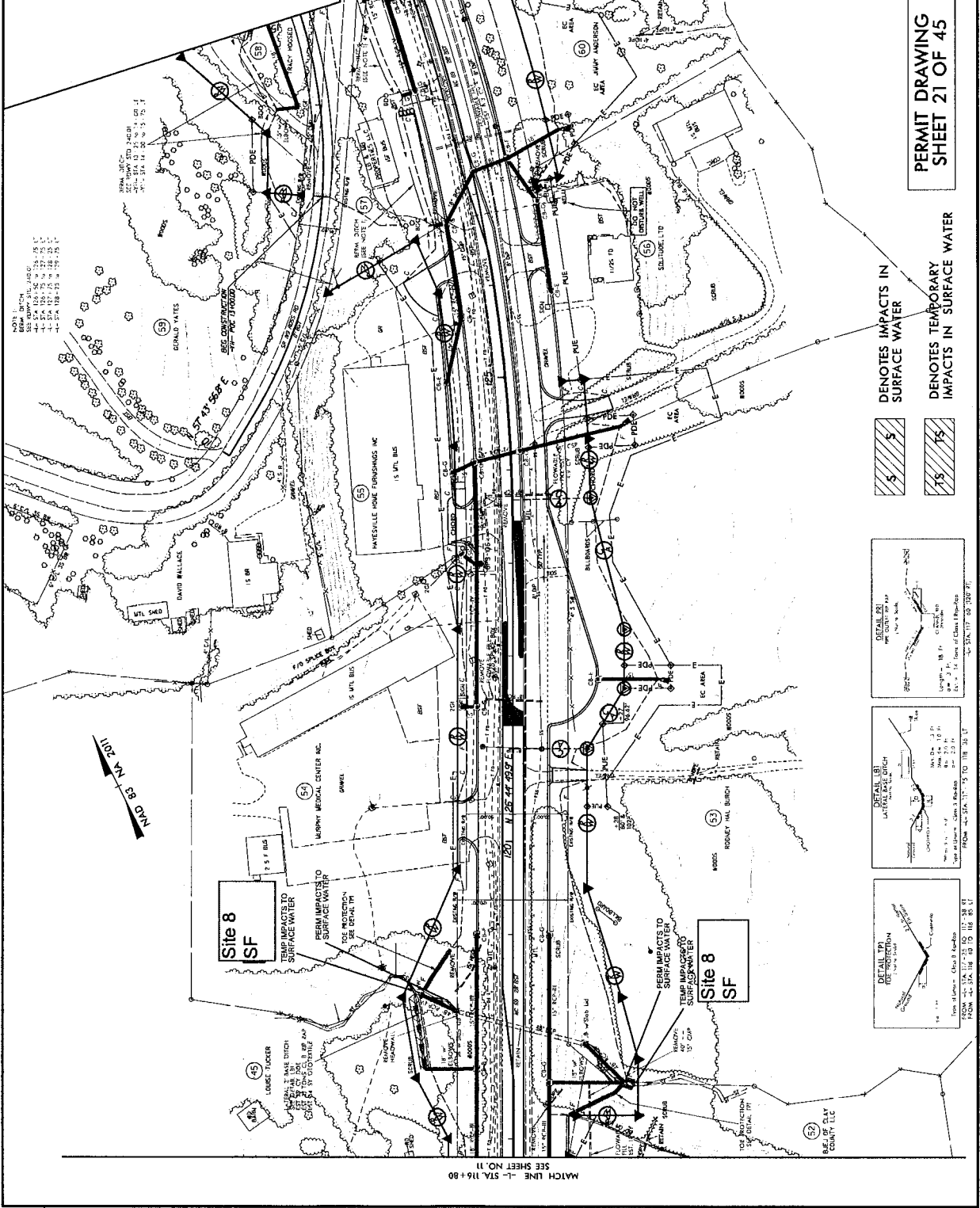
PROJECT REFERENCE NO. A-001C SHEET NO. 12

ROWWAY DESIGN HYDRAULICS ENGINEER

PRELIMINARY PLANS
DO NOT USE FOR CONSTRUCTION

DOCUMENT NOT CONSIDERED FINAL UNLESS ALL SIGNATURES COMPLETED

M A Engineering Consultants Inc.
LARGE
288 LENOXSHIRE DRIVE SUITE 117
CARY, NC 27511
PHONE 919.277.0220 FAX 919.277.0221

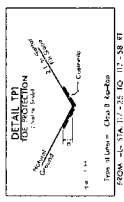
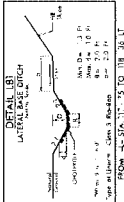
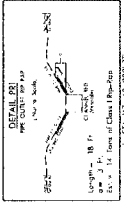
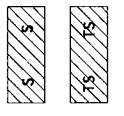


SEE SHEET 26 FOR -L- PROFILE
SEE SHEET 34 FOR -RTI- PROFILE
DIMWAY RADII ARE 10' UNLESS NOTED OTHERWISE.

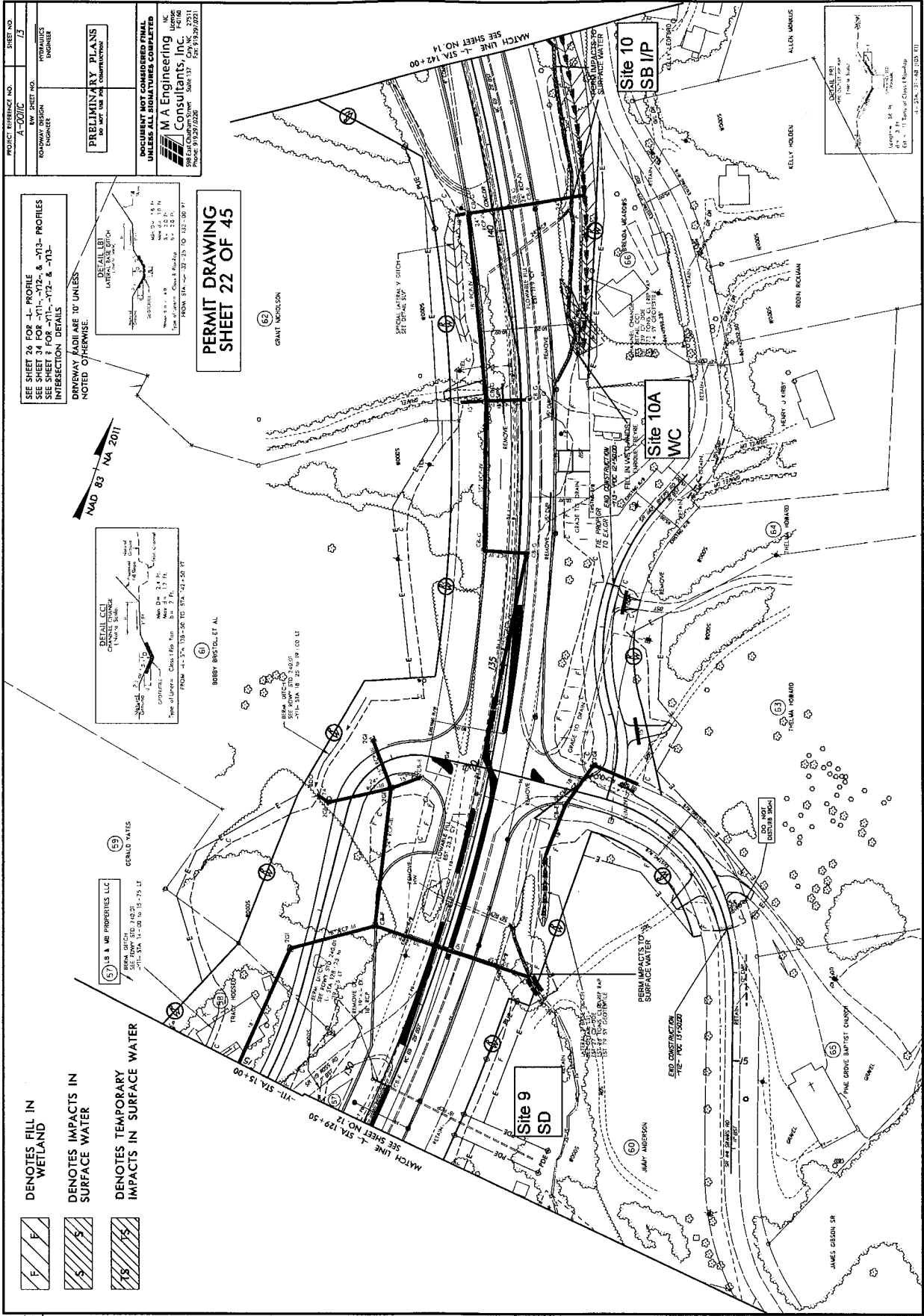
PERMIT DRAWING
SHEET 21 OF 45




DENOTES IMPACTS IN SURFACE WATER


DENOTES TEMPORARY IMPACTS IN SURFACE WATER





REVISIONS





 DENOTES FILL IN WETLAND
 DENOTES IMPACTS IN SURFACE WATER
 DENOTES TEMPORARY IMPACTS IN SURFACE WATER


 57 B & W PROPERTIES LLC
 BERM: 4'-0" TO 15'-0" SEE DRAWING 15-25-17
 FROM STA. 14+00 TO STA. 15+75 FT
 GERALD YATES


 60 BOBBY BRISTOL, ET AL.
 BERM: 4'-0" TO 15'-0" SEE DRAWING 15-25-17
 FROM STA. 12+00 TO STA. 14+25 FT


 62 GRANT MOULSON
 BERM: 4'-0" TO 15'-0" SEE DRAWING 15-25-17
 FROM STA. 10+00 TO STA. 12+00 FT


 63 ALLEN MONOUS
 BERM: 4'-0" TO 15'-0" SEE DRAWING 15-25-17
 FROM STA. 14+00 TO STA. 15+00 FT

 64 KELLY HODGEN
 BERM: 4'-0" TO 15'-0" SEE DRAWING 15-25-17
 FROM STA. 15+00 TO STA. 16+00 FT

 65 JAMES GIBSON SR
 BERM: 4'-0" TO 15'-0" SEE DRAWING 15-25-17
 FROM STA. 16+00 TO STA. 17+00 FT


 66 THE GLEN HORNING
 BERM: 4'-0" TO 15'-0" SEE DRAWING 15-25-17
 FROM STA. 17+00 TO STA. 18+00 FT

 67 BERRY J KERRY
 BERM: 4'-0" TO 15'-0" SEE DRAWING 15-25-17
 FROM STA. 18+00 TO STA. 19+00 FT

 68 ROBIN ROLOAN
 BERM: 4'-0" TO 15'-0" SEE DRAWING 15-25-17
 FROM STA. 19+00 TO STA. 20+00 FT


 69 THE GLEN HORNING
 BERM: 4'-0" TO 15'-0" SEE DRAWING 15-25-17
 FROM STA. 20+00 TO STA. 21+00 FT


 70 THE GLEN HORNING
 BERM: 4'-0" TO 15'-0" SEE DRAWING 15-25-17
 FROM STA. 21+00 TO STA. 22+00 FT

 71 THE GLEN HORNING
 BERM: 4'-0" TO 15'-0" SEE DRAWING 15-25-17
 FROM STA. 22+00 TO STA. 23+00 FT


 72 THE GLEN HORNING
 BERM: 4'-0" TO 15'-0" SEE DRAWING 15-25-17
 FROM STA. 23+00 TO STA. 24+00 FT


 73 THE GLEN HORNING
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
 74 THE GLEN HORNING
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 FROM STA. 25+00 TO STA. 26+00 FT

 75 THE GLEN HORNING
 BERM: 4'-0" TO 15'-0" SEE DRAWING 15-25-17
 FROM STA. 26+00 TO STA. 27+00 FT

 76 THE GLEN HORNING
 BERM: 4'-0" TO 15'-0" SEE DRAWING 15-25-17
 FROM STA. 27+00 TO STA. 28+00 FT

 77 THE GLEN HORNING
 BERM: 4'-0" TO 15'-0" SEE DRAWING 15-25-17
 FROM STA. 28+00 TO STA. 29+00 FT

 78 THE GLEN HORNING
 BERM: 4'-0" TO 15'-0" SEE DRAWING 15-25-17
 FROM STA. 29+00 TO STA. 30+00 FT


 79 THE GLEN HORNING
 BERM: 4'-0" TO 15'-0" SEE DRAWING 15-25-17
 FROM STA. 30+00 TO STA. 31+00 FT


 80 THE GLEN HORNING
 BERM: 4'-0" TO 15'-0" SEE DRAWING 15-25-17
 FROM STA. 31+00 TO STA. 32+00 FT


 81 THE GLEN HORNING
 BERM: 4'-0" TO 15'-0" SEE DRAWING 15-25-17
 FROM STA. 32+00 TO STA. 33+00 FT


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 BERM: 4'-0" TO 15'-0" SEE DRAWING 15-25-17
 FROM STA. 33+00 TO STA. 34+00 FT


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
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 FROM STA. 35+00 TO STA. 36+00 FT


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
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 BERM: 4'-0" TO 15'-0" SEE DRAWING 15-25-17
 FROM STA. 37+00 TO STA. 38+00 FT


 87 THE GLEN HORNING
 BERM: 4'-0" TO 15'-0" SEE DRAWING 15-25-17
 FROM STA. 38+00 TO STA. 39+00 FT


 88 THE GLEN HORNING
 BERM: 4'-0" TO 15'-0" SEE DRAWING 15-25-17
 FROM STA. 39+00 TO STA. 40+00 FT


 89 THE GLEN HORNING
 BERM: 4'-0" TO 15'-0" SEE DRAWING 15-25-17
 FROM STA. 40+00 TO STA. 41+00 FT


 90 THE GLEN HORNING
 BERM: 4'-0" TO 15'-0" SEE DRAWING 15-25-17
 FROM STA. 41+00 TO STA. 42+00 FT

 91 THE GLEN HORNING
 BERM: 4'-0" TO 15'-0" SEE DRAWING 15-25-17
 FROM STA. 42+00 TO STA. 43+00 FT


 92 THE GLEN HORNING
 BERM: 4'-0" TO 15'-0" SEE DRAWING 15-25-17
 FROM STA. 43+00 TO STA. 44+00 FT


 93 THE GLEN HORNING
 BERM: 4'-0" TO 15'-0" SEE DRAWING 15-25-17
 FROM STA. 44+00 TO STA. 45+00 FT


 94 THE GLEN HORNING
 BERM: 4'-0" TO 15'-0" SEE DRAWING 15-25-17
 FROM STA. 45+00 TO STA. 46+00 FT


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 FROM STA. 46+00 TO STA. 47+00 FT


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 FROM STA. 47+00 TO STA. 48+00 FT


 97 THE GLEN HORNING
 BERM: 4'-0" TO 15'-0" SEE DRAWING 15-25-17
 FROM STA. 48+00 TO STA. 49+00 FT


 98 THE GLEN HORNING
 BERM: 4'-0" TO 15'-0" SEE DRAWING 15-25-17
 FROM STA. 49+00 TO STA. 50+00 FT


 99 THE GLEN HORNING
 BERM: 4'-0" TO 15'-0" SEE DRAWING 15-25-17
 FROM STA. 50+00 TO STA. 51+00 FT

 100 THE GLEN HORNING
 BERM: 4'-0" TO 15'-0" SEE DRAWING 15-25-17
 FROM STA. 51+00 TO STA. 52+00 FT


 101 THE GLEN HORNING
 BERM: 4'-0" TO 15'-0" SEE DRAWING 15-25-17
 FROM STA. 52+00 TO STA. 53+00 FT

 102 THE GLEN HORNING
 BERM: 4'-0" TO 15'-0" SEE DRAWING 15-25-17
 FROM STA. 53+00 TO STA. 54+00 FT

 103 THE GLEN HORNING
 BERM: 4'-0" TO 15'-0" SEE DRAWING 15-25-17
 FROM STA. 54+00 TO STA. 55+00 FT

 104 THE GLEN HORNING
 BERM: 4'-0" TO 15'-0" SEE DRAWING 15-25-17
 FROM STA. 55+00 TO STA. 56+00 FT

 105 THE GLEN HORNING
 BERM: 4'-0" TO 15'-0" SEE DRAWING 15-25-17
 FROM STA. 56+00 TO STA. 57+00 FT

 106 THE GLEN HORNING
 BERM: 4'-0" TO 15'-0" SEE DRAWING 15-25-17
 FROM STA. 57+00 TO STA. 58+00 FT

PROJECT REFERENCE NO. A-201C
 RW SHEET NO. 13
 HYDRAULICS ENGINEER
 ROADWAY DESIGN ENGINEER
 PRELIMINARY PLANS
 DO NOT USE FOR CONSTRUCTION
 DOCUMENT NOT CONSIDERED FINAL
 UNLESS ALL SIGNATURES COMPLETED
 M.A. Engineering
 Consultants Inc.
 396 EAST CHURCH STREET, SUITE 117
 CHARLOTTE, NC 28201
 PHONE: 919.297.0220

SEE SHEET 26 FOR -L- PROFILE
 SEE SHEET 34 FOR -M-, -N-, -O-, -P-, -Q-, -R-, -S-, -T-, -U-, -V-, -W-, -X-, -Y-, -Z- PROFILES
 SEE SHEET 11 FOR -1-, -2-, -3-, -4-, -5-, -6-, -7-, -8-, -9-, -10-, -11-, -12-, -13-, -14-, -15-, -16-, -17-, -18-, -19-, -20- INTERSECTION DETAILS
 DRIVEWAY RADII ARE 10' UNLESS NOTED OTHERWISE.

MAD 83 NA 2011
 DETAIL LCI
 CHANNEL SIDEWALK
 CHANNEL: 18" x 18" x 18"
 SIDEWALK: 18" x 18" x 18"
 CURB: 18" x 18" x 18"
 TIME ALLOWANCE: 18" x 18" x 18"
 FROM STA. 10+00 TO STA. 12+00 FT

DETAIL LCI
 CHANNEL SIDEWALK
 CHANNEL: 18" x 18" x 18"
 SIDEWALK: 18" x 18" x 18"
 CURB: 18" x 18" x 18"
 TIME ALLOWANCE: 18" x 18" x 18"
 FROM STA. 12+00 TO STA. 14+25 FT

DETAIL LCI
 CHANNEL SIDEWALK
 CHANNEL: 18" x 18" x 18"
 SIDEWALK: 18" x 18" x 18"
 CURB: 18" x 18" x 18"
 TIME ALLOWANCE: 18" x 18" x 18"
 FROM STA. 14+25 TO STA. 15+75 FT

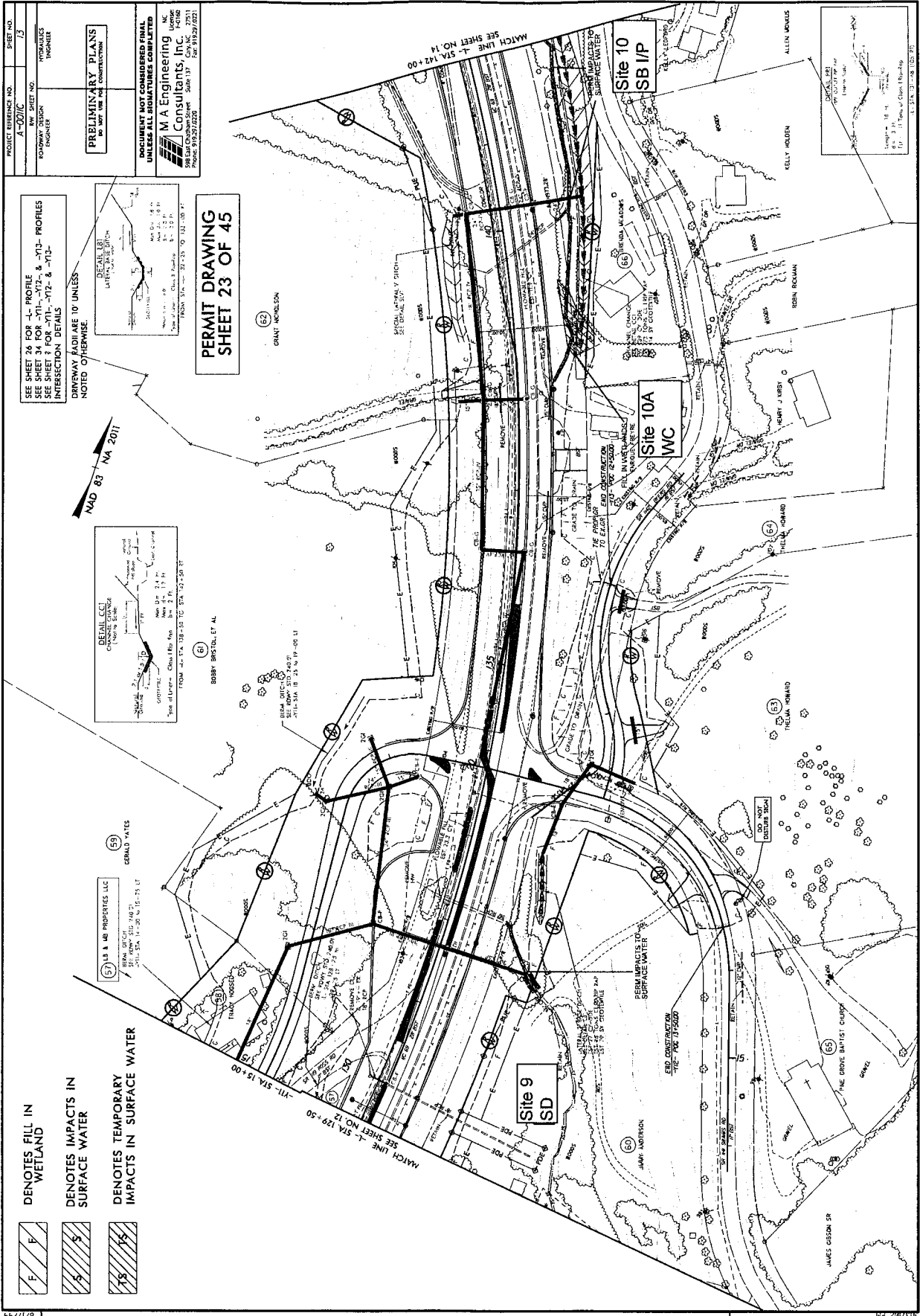
DETAIL LCI
 CHANNEL SIDEWALK
 CHANNEL: 18" x 18" x 18"
 SIDEWALK: 18" x 18" x 18"
 CURB: 18" x 18" x 18"
 TIME ALLOWANCE: 18" x 18" x 18"
 FROM STA. 15+75 TO STA. 17+00 FT

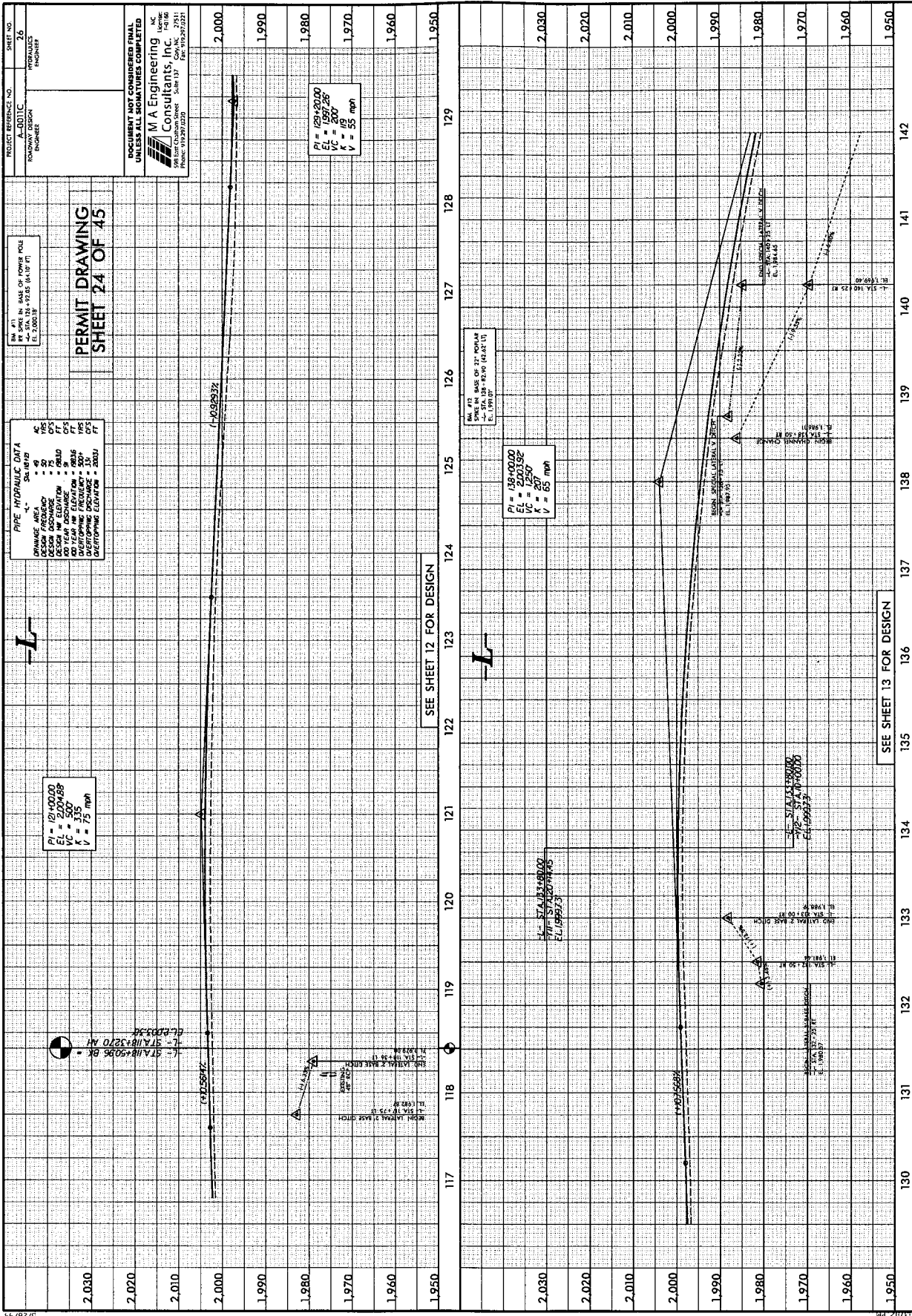
MATCH LINE -L- STA. 129+50
 SEE SHEET NO. 12

MATCH LINE -L- STA. 142+00
 SEE SHEET NO. 14

MATCH LINE -L- STA. 154+00
 SEE SHEET NO. 15

REVISIONS
 8/17/99





PIPE HYDRAULIC DATA

DESIGN VELOCITY	50	75	100
DESIGN FRICTION	0.00	0.01	0.02
DESIGN DISTANCE	75	150	300
DESIGN HEAD LOSS	0.00	0.01	0.02
DESIGN FLOW	0.00	0.01	0.02
DESIGN VELOCITY	0.00	0.01	0.02
DESIGN FRICTION	0.00	0.01	0.02
DESIGN DISTANCE	0.00	0.01	0.02
DESIGN HEAD LOSS	0.00	0.01	0.02
DESIGN FLOW	0.00	0.01	0.02

$PI = 19400.00$
 $EI = 2003.90$
 $VC = 1.550$
 $K = 237$
 $V = 75 \text{ mph}$

$PI = 129420.00$
 $EI = 1997.26$
 $VC = 2.00$
 $K = 207$
 $V = 55 \text{ mph}$

$PI = 151400.00$
 $EI = 2003.90$
 $VC = 1.550$
 $K = 237$
 $V = 75 \text{ mph}$

$PI = 574133.9000$
 $EI = 1970.7445$
 $VC = 1.99573$

$PI = 574133.9000$
 $EI = 1966.75$
 $VC = 1.99573$

PERMIT DRAWING
 SHEET 24 OF 45

PROJECT REFERENCE NO. A-0012C
 ROADWAY DESIGN ENGINEER

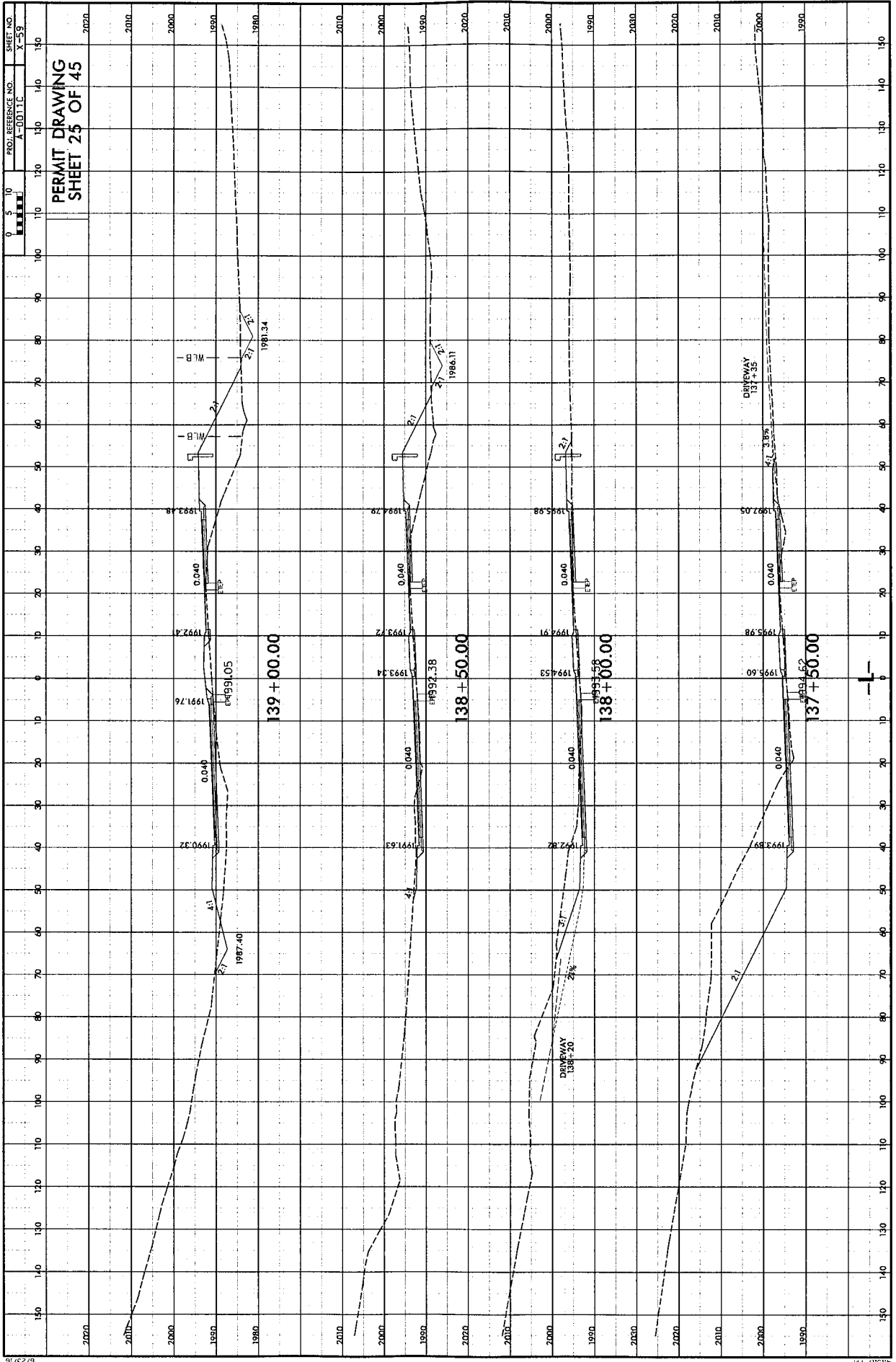
SHEET NO. 26
 HYDRAULICS ENGINEER

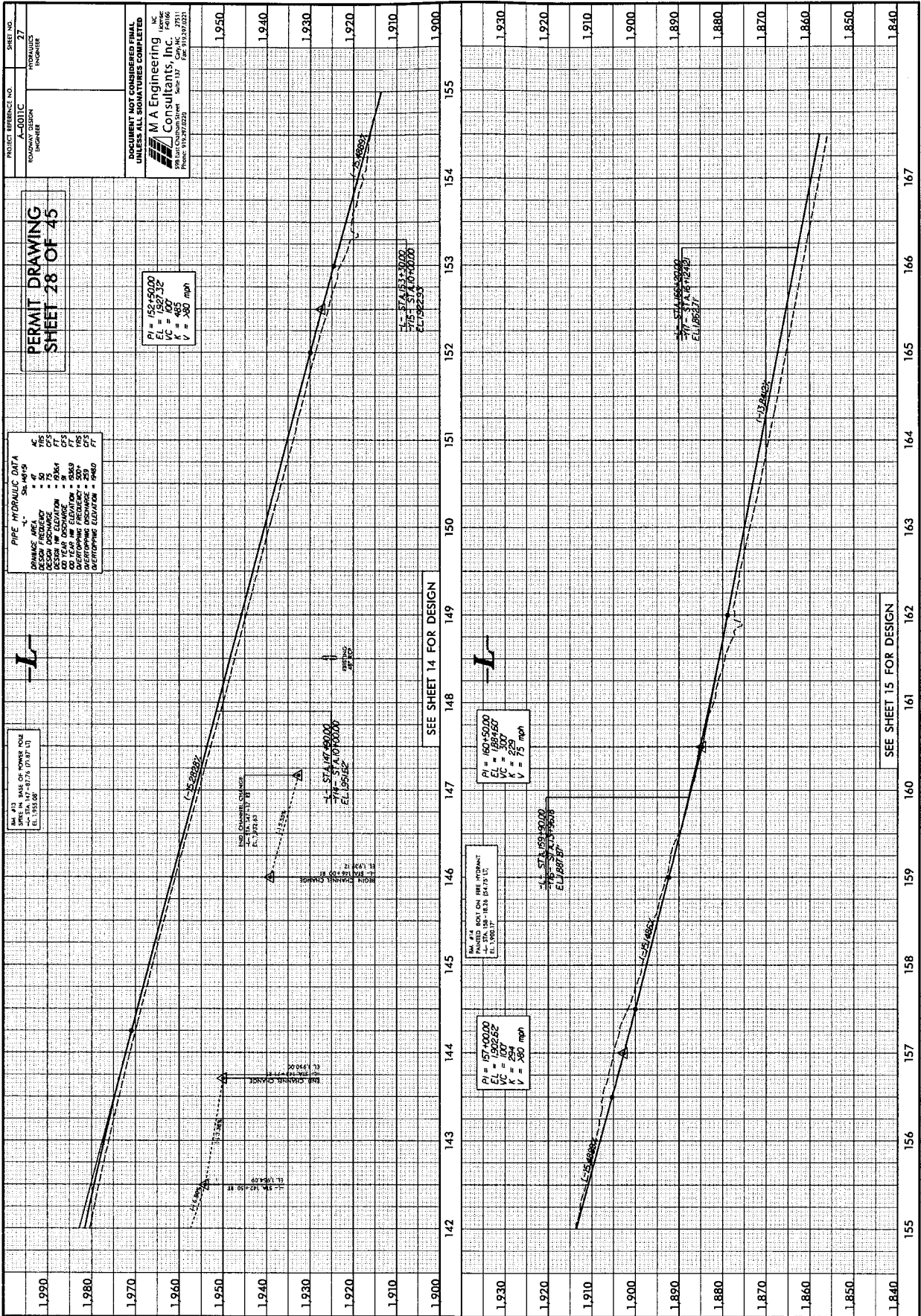
DOCUMENT NOT CONSIDERED FINAL
 UNLESS ALL SIGNATURES COMPLETED

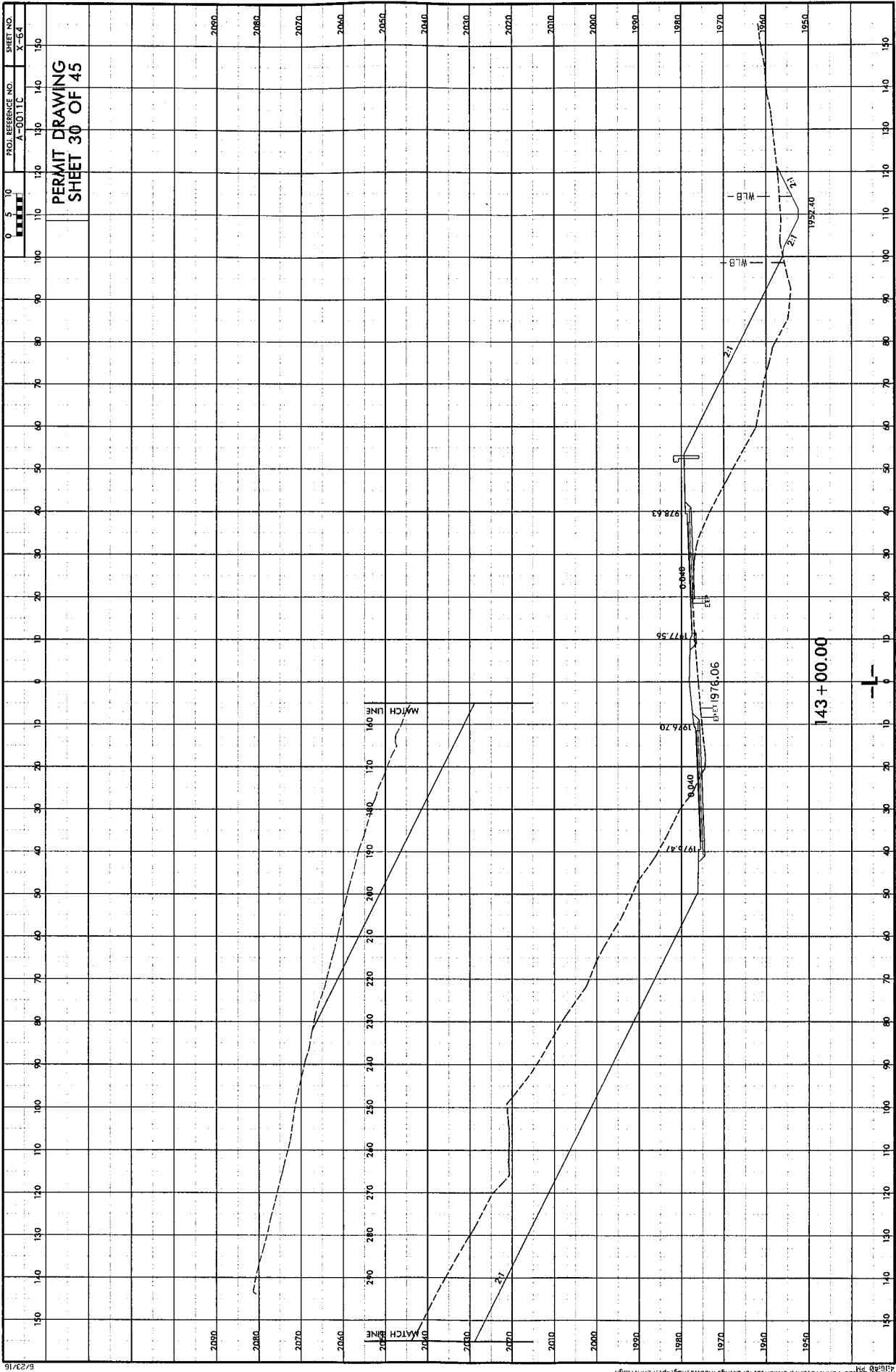
M.A. Engineering
 Consultants, Inc.
 License No. 2511
 200 S. 10th Street, Suite 111
 Fort Worth, TX 76102-2211
 Phone: 817-339-1222

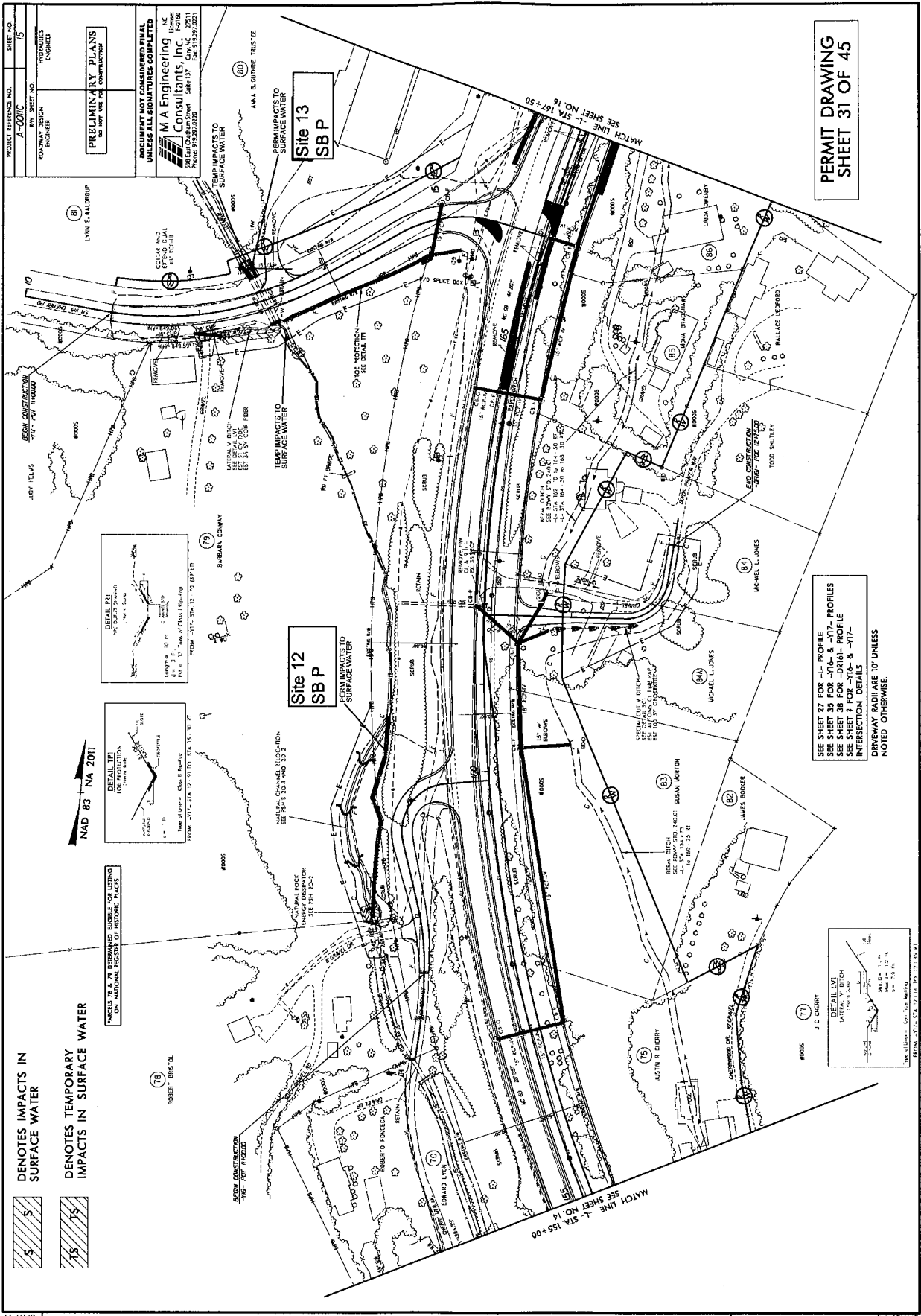
SEE SHEET 12 FOR DESIGN

SEE SHEET 13 FOR DESIGN









DENOTES IMPACTS IN SURFACE WATER
 DENOTES TEMPORARY IMPACTS IN SURFACE WATER

PERMITS TO IMPROVE TO BE OBTAINED FROM LOCAL AGENCIES
 PERMITS TO IMPROVE TO BE OBTAINED FROM LOCAL AGENCIES

NAD 83 NA 2011
 DETAIL TP1
 DETAIL TP2

DETAIL TP1
 DETAIL TP2

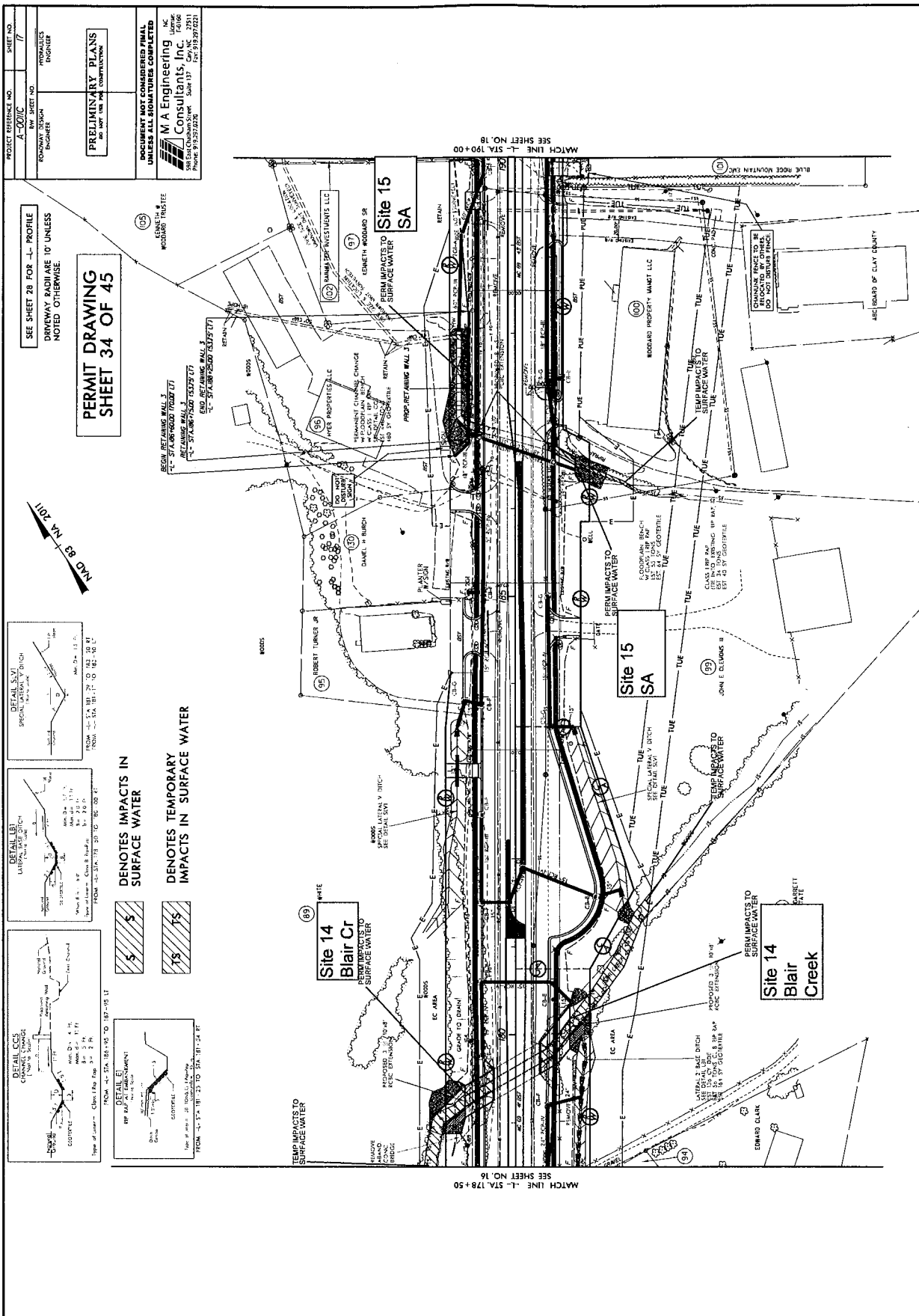
PROJECT REFERENCE NO. A-2011
 SHEET NO. 15
 HYDRAULICS ENGINEER
PRELIMINARY PLANS
 TO NOT BE USED FOR CONSTRUCTION
UNLESS ALL SIGNATURES COMPLETED
 M A A Engineering Inc.
 2905 EAST CHASE DRIVE SUITE 137
 CHARLOTTE, NC 28211
 PHONE 919.297.0229 FAX 919.297.0221

PERMIT DRAWING SHEET 31 OF 45

SEE SHEET 27 FOR -1- PROFILE
 SEE SHEET 35 FOR -116- & -177- PROFILES
 SEE SHEET 38 FOR -DR101- PROFILE
 SEE SHEET 2 FOR -176- & -177- INTERSECTION DETAILS
 DRIVEWAY RADIUS ARE 10' UNLESS NOTED OTHERWISE.

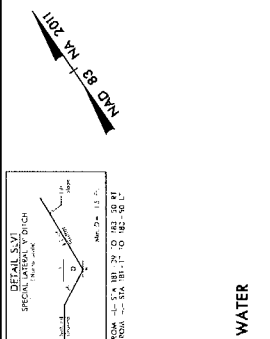
DETAIL V1
 DETAIL V2
 DETAIL V3

REVISIONS
 8/17/99
 8/27/98
 8/27/98

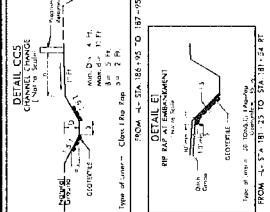


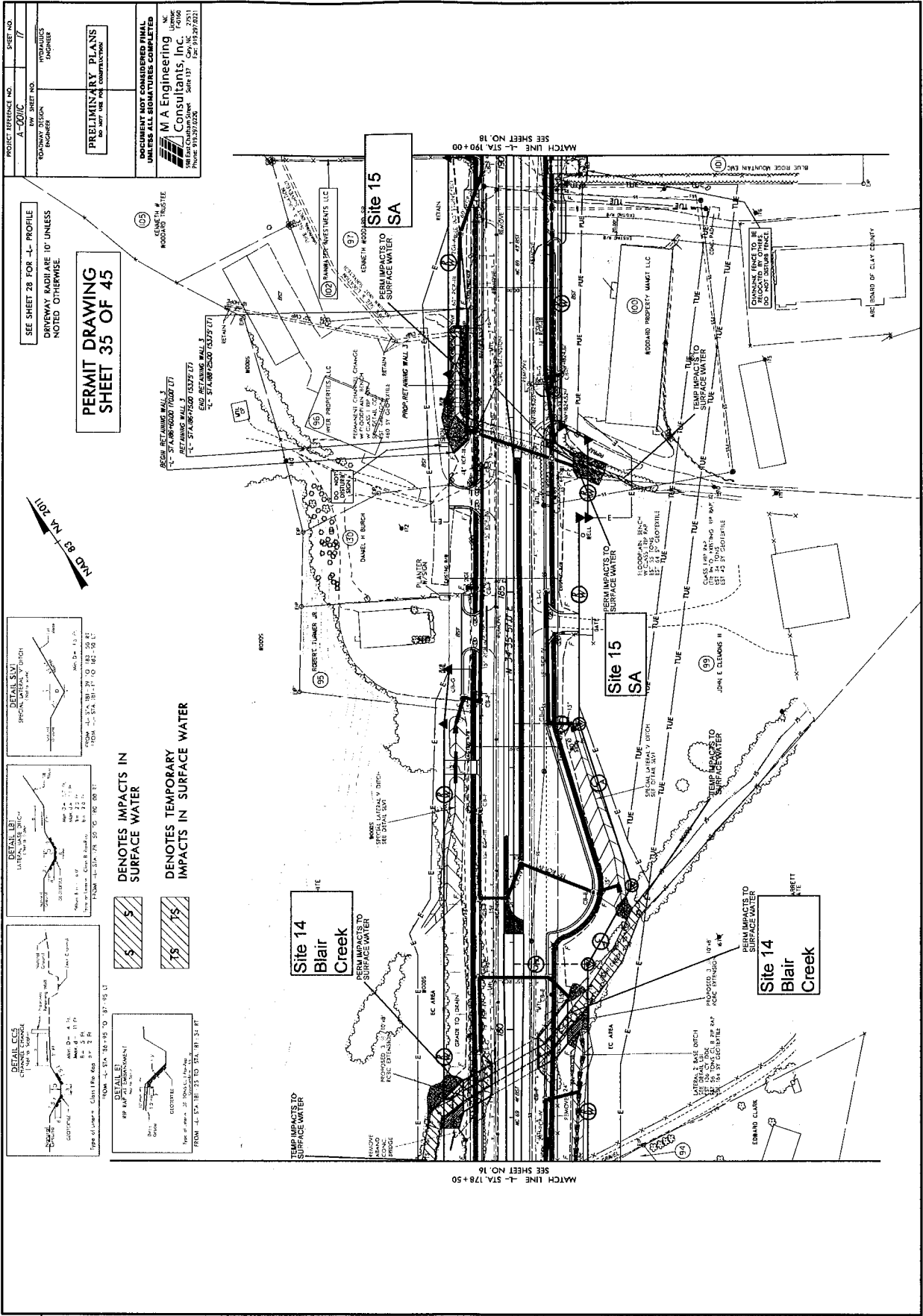
PROJECT REFERENCE NO. A-201C
 SHEET NO. 17
 HYDRAULICS ENGINEER
 PRELIMINARY PLANS
 DO NOT USE FOR CONSTRUCTION
 INCUMBENT NOT CONSIDERED FINAL
 UNLESS ALL SIGNATURES COMPLETED
 M A Engineering
 300 S.W. 11th Street, Suite 137
 Fort Lauderdale, FL 33311
 Phone: 954-577-0226 Fax: 954-577-2521

SEE SHEET 28 FOR -L- PROFILE
 DRIVEWAY RADII ARE 10' UNLESS
 NOTED OTHERWISE
PERMIT DRAWING
SHEET 34 OF 45



5 S DENOTES IMPACTS IN SURFACE WATER
7S TS DENOTES TEMPORARY IMPACTS IN SURFACE WATER

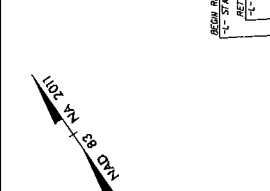




PROJECT REFERENCE NO.	A-001C	SHEET NO.	17
ROW SHEET NO.		HYDRAULIC ENGINEER	
PRELIMINARY PLANS DO NOT USE FOR CONSTRUCTION			
DOCUMENT NOT CONSIDERED FINAL UNLESS ALL SIGNATURES COMPLETED			
 M A Engineering CONSULTANTS INC. 586 EAST CHURCH STREET, SUITE 137 WELLSVILLE, NC 27811 PHONE: 919-297-0226 FAX: 919-297-0221			

SEE SHEET 28 FOR -L- PROFILE
 DRIVEWAY RADII ARE 10' UNLESS
 NOTED OTHERWISE

PERMIT DRAWING
SHEET 35 OF 45



DETAIL 1A
 RETAINING WALL WITH DRAINAGE
 FROM STA. 17+00 TO STA. 17+25

DETAIL 1B
 RETAINING WALL WITH DRAINAGE
 FROM STA. 17+25 TO STA. 17+50

DETAIL 1C
 RETAINING WALL WITH DRAINAGE
 FROM STA. 17+50 TO STA. 17+75

DETAIL 1D
 RETAINING WALL WITH DRAINAGE
 FROM STA. 17+75 TO STA. 18+00

DETAIL 1E
 RETAINING WALL WITH DRAINAGE
 FROM STA. 18+00 TO STA. 18+25

DETAIL 1F
 RETAINING WALL WITH DRAINAGE
 FROM STA. 18+25 TO STA. 18+50

DETAIL 1G
 RETAINING WALL WITH DRAINAGE
 FROM STA. 18+50 TO STA. 19+00

DETAIL 1H
 RETAINING WALL WITH DRAINAGE
 FROM STA. 19+00 TO STA. 19+25

DETAIL 1I
 RETAINING WALL WITH DRAINAGE
 FROM STA. 19+25 TO STA. 19+50

DETAIL 1J
 RETAINING WALL WITH DRAINAGE
 FROM STA. 19+50 TO STA. 20+00

8/17/99

REVISIONS

8/17/99

8/17/99

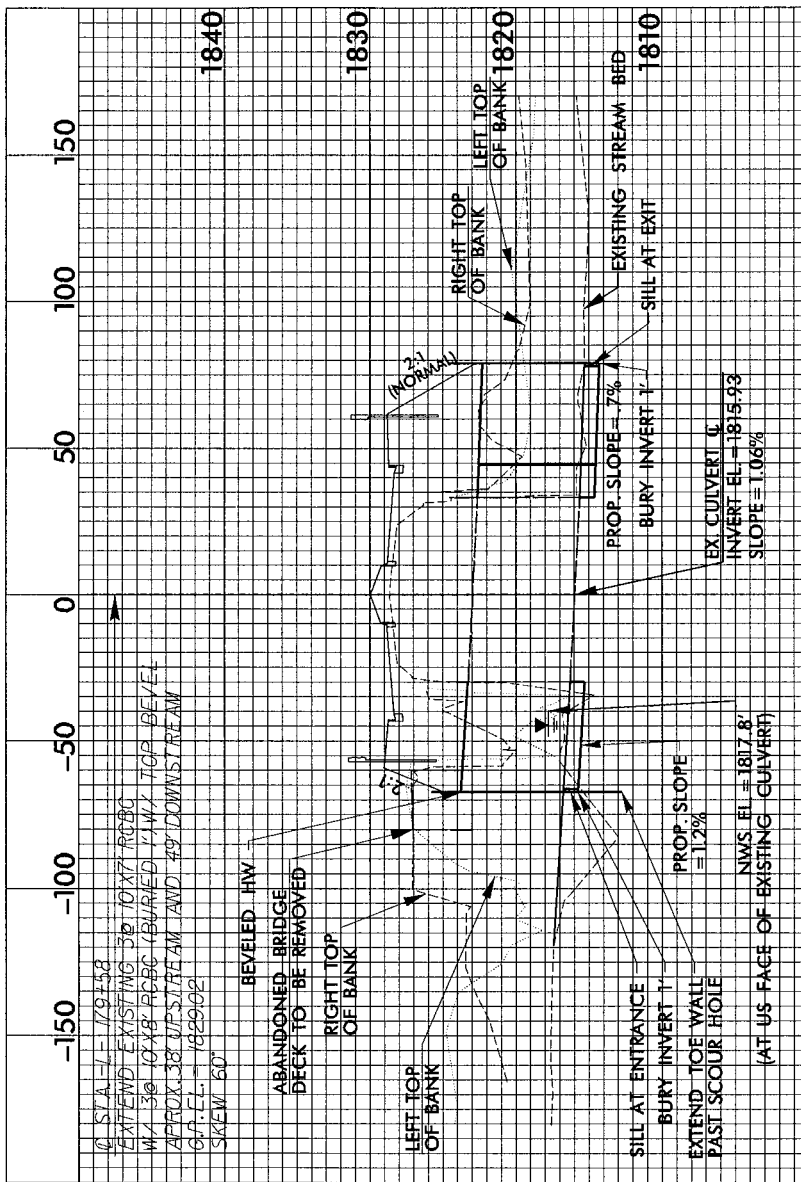
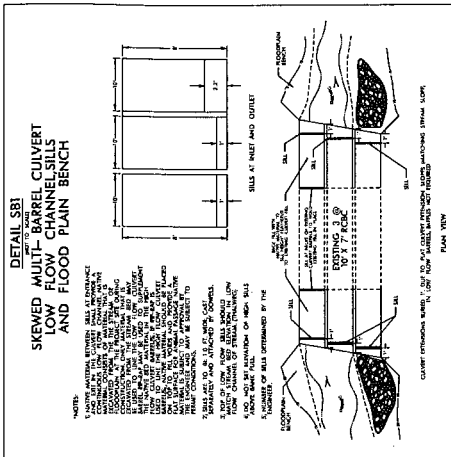
REVISIONS

8/17/99

PERMIT DRAWING
SHEET 37 OF 45

BLAIR CREEK

PROJECT REFERENCE NO. A-001C	SHEET NO.
ROADWAY DESIGN ENGINEER	HW SHEET NO.
INCOMPLETE PLANS IN THIS CASE ARE A DISCREPANCY	
DOCUMENT NOT CONSIDERED FINAL UNLESS ALL SIGNATURES COMPLETED M A Engineering Inc 2985 EAST CHURCH STREET, SUITE 117, CHICAGO, ILL. 60647 PHONE: 918.297.0220 FAX: 918.297.0221	



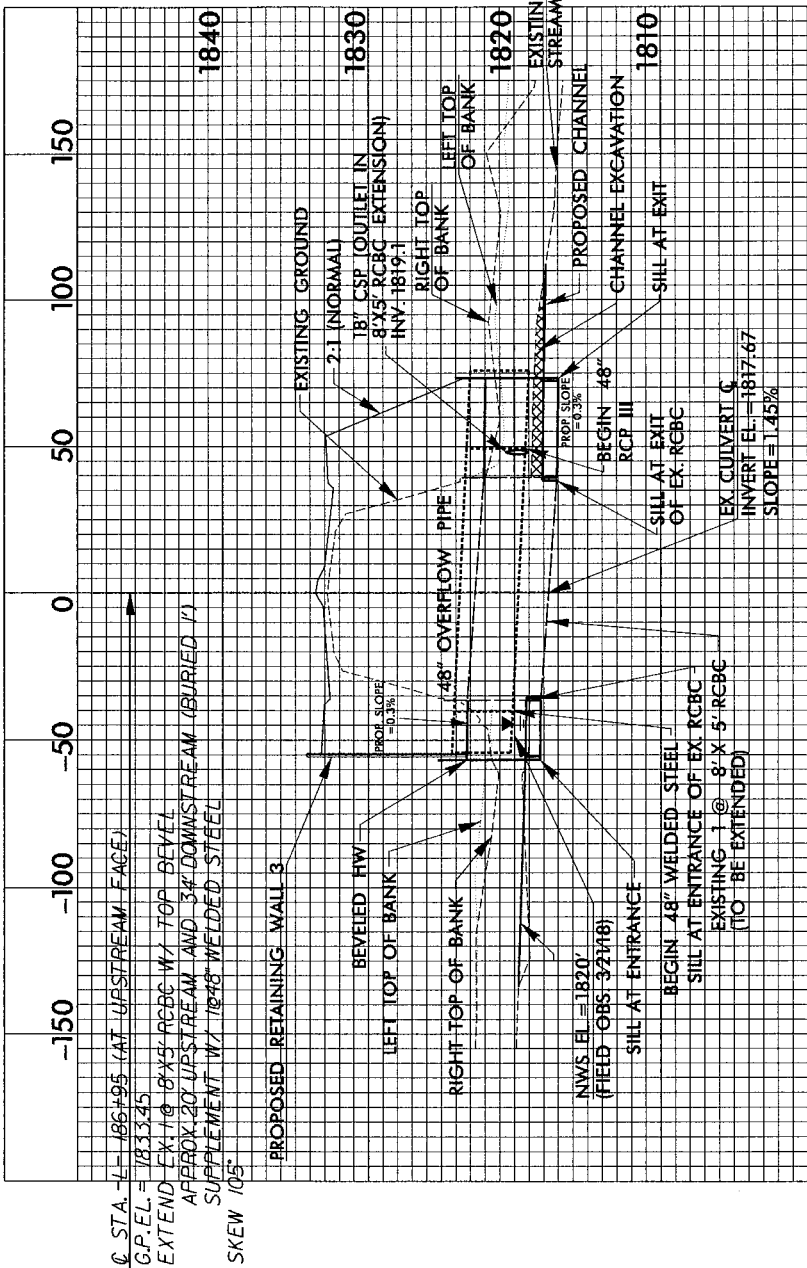
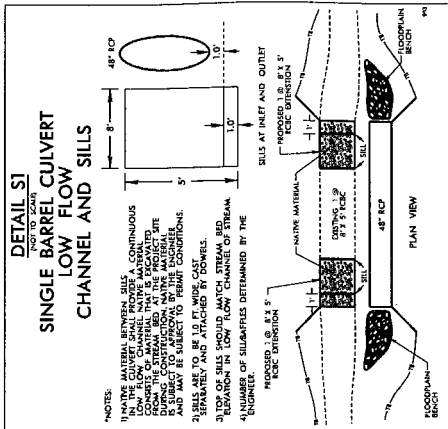
PERMIT DRAWING
SHEET 38 OF 45

UNNAMED TRIBUTARY
TO BLAIR CREEK

PROJECT REFERENCE NO.	A-001/C
PROJECT SHEET NO.	HYDRAULICS PROJECT
DATE	NOV 1989
BY	HYDRAULICS PROJECT
CHECKED BY	HYDRAULICS PROJECT
APPROVED BY	HYDRAULICS PROJECT

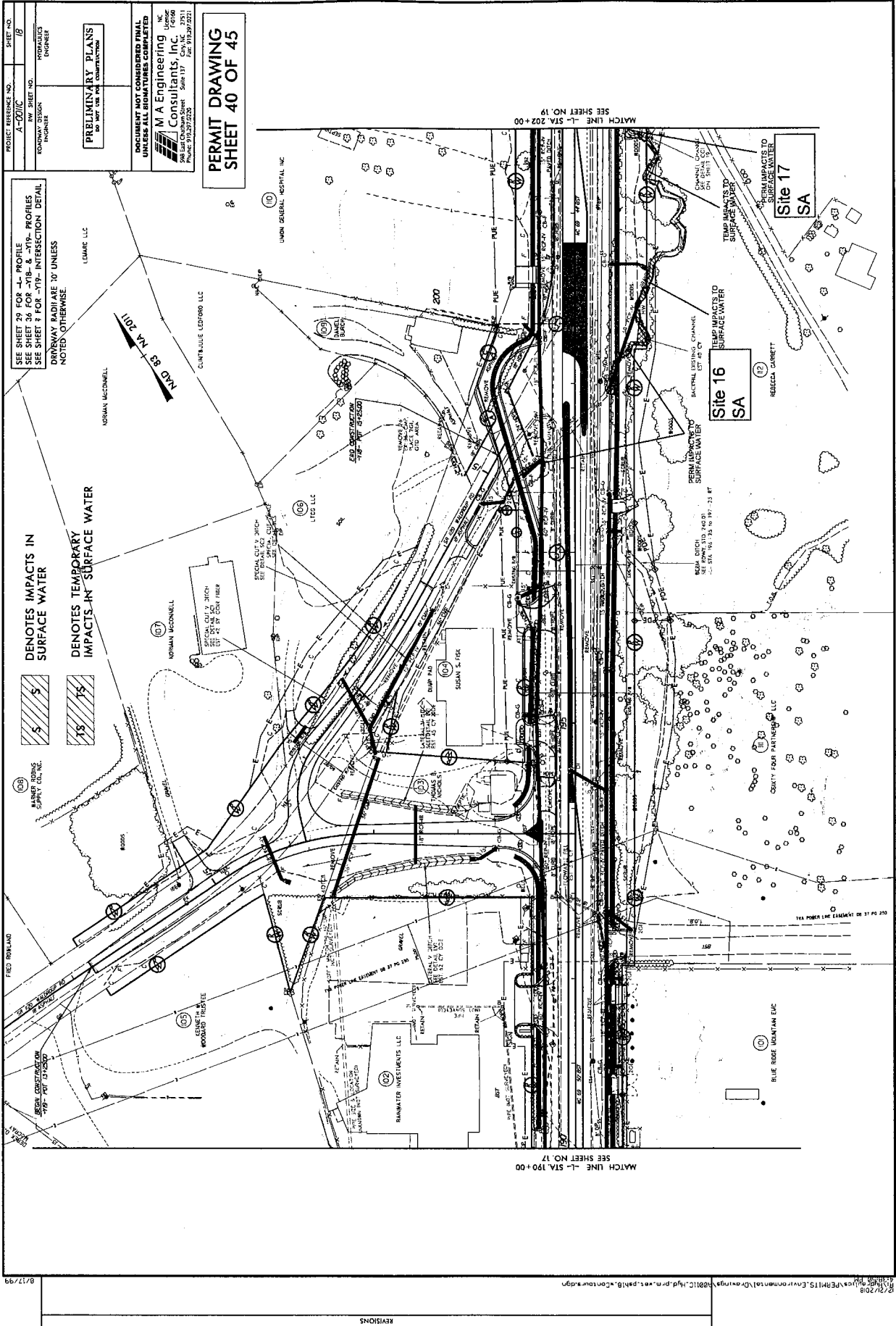
DOCUMENT NOT CONSIDERED FINAL
UNLESS ALL SIGNATURES COMPLETED

M A Engineering, Inc.
1400 W. 10th St., Suite 117
Cary, NC 27513
Phone: 919/271-2220 Fax: 919/271-7221



B/17/89

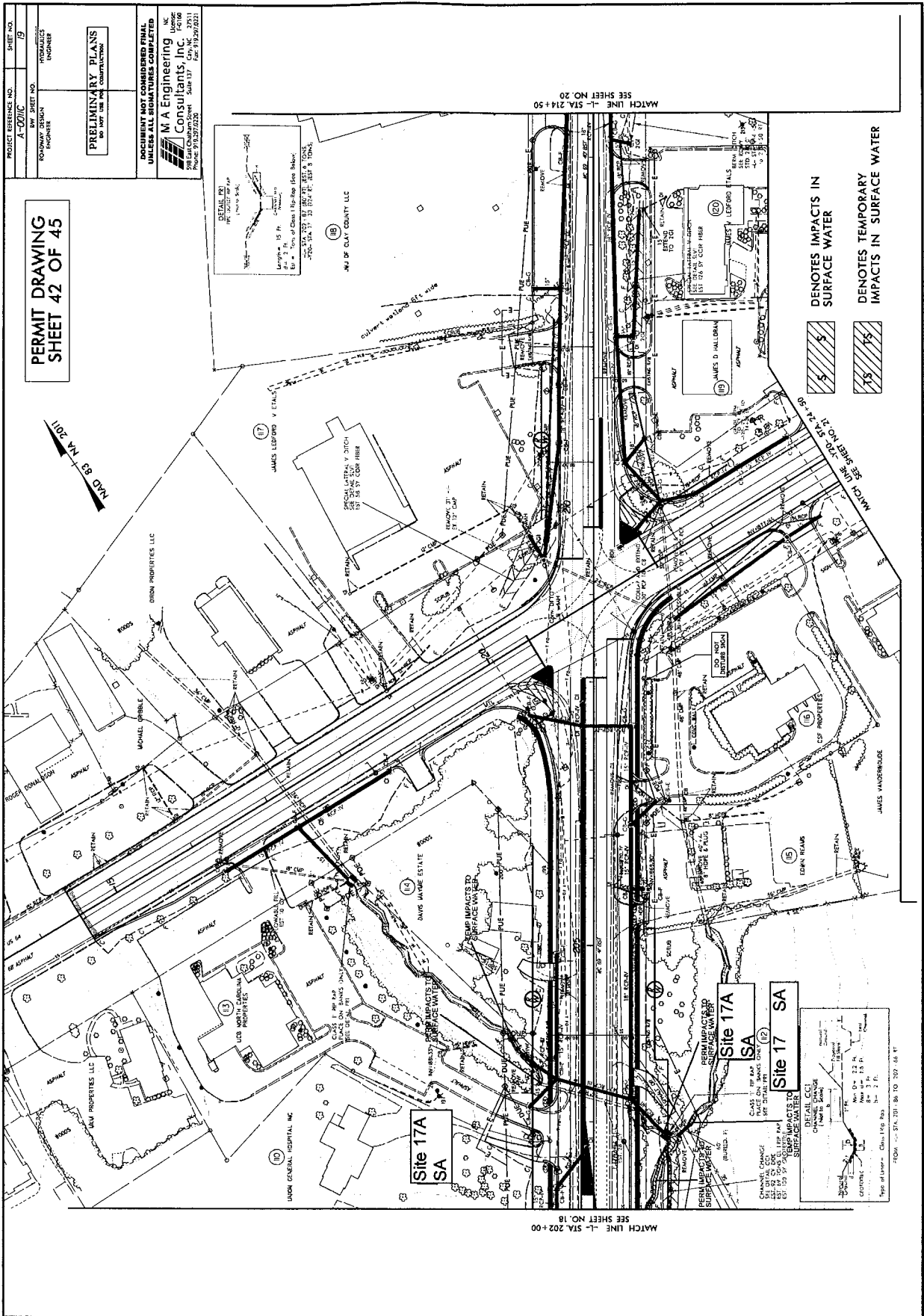
REVISIONS



8/17/99

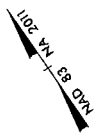
REVISIONS

12/27/2008 10:54 AM C:\Users\jgarcia\Documents\Drawings\Environmental\Drawings\pshb\pshb\con\con.dgn



PERMIT DRAWING
SHEET 42 OF 45

PROJECT REFERENCE NO.	A 001C	SHEET NO.	19
ROW DESIGN ENGINEER	HYDRAULICS ENGINEER		
<p>PRELIMINARY PLANS DO NOT USE FOR CONSTRUCTION</p>			
<p>DOCUMENT NOT CONSIDERED FINAL UNLESS ALL SIGNATURES COMPLETED</p>			
<p>M A Engineering Consultants, Inc. INCORPORATED 2800 LAKESHORE DR., SUITE 113 DALLAS, TEXAS 75231 PHONE 972.277.0220 FAX 972.249.2321</p>			



DENOTES IMPACTS IN SURFACE WATER
 DENOTES TEMPORARY IMPACTS IN SURFACE WATER

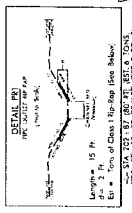
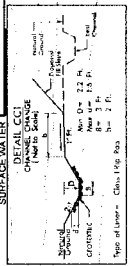
MATCH LINE - STA. 214+50
SEE SHEET NO. 20

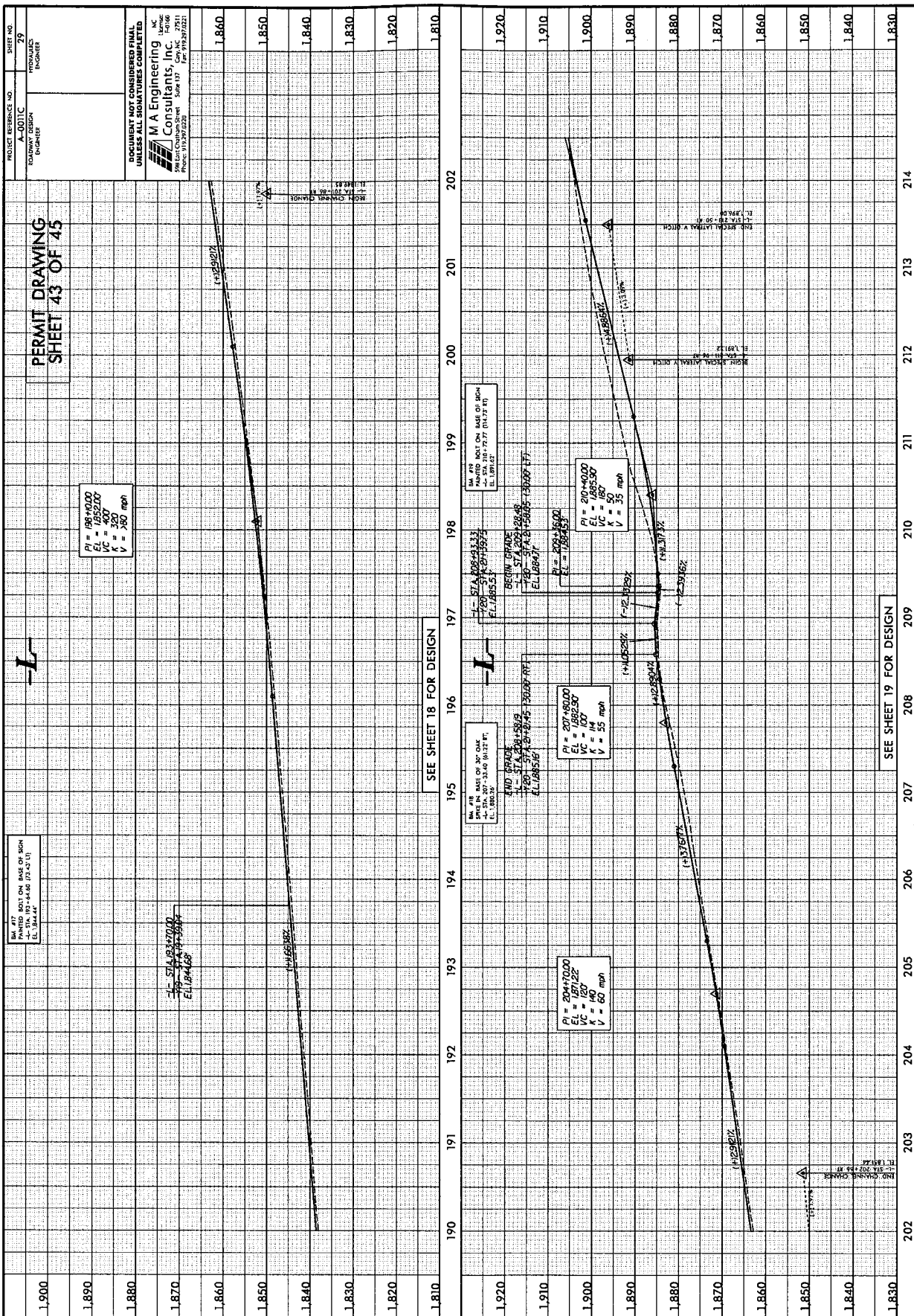
MATCH LINE - STA. 202+00
SEE SHEET NO. 18

Site 17A
SA

Site 17A
SA

Site 17
SA





PERMIT DRAWING
SHEET 43 OF 45

END GRADE
PRINTED BOLD ON BASE OF SIGN
L- STA 197+64.66 (73.53 LI)
E. 1880.26

PI = 198+00.00
EL = 1882.00
VC = 320
K = 320
V = >50 mph

END GRADE
L- STA 193+70.00
E. 1884.68

SEE SHEET 18 FOR DESIGN

SEE SHEET 19 FOR DESIGN

WETLAND AND SURFACE WATER IMPACTS SUMMARY

Site No./ JD ID	Station (From/To)	Structure Size / Type	WETLAND IMPACTS						SURFACE WATER IMPACTS						proposed culvert and channel losses (ft)	NCSAM rating
			Permanent Fill In Wetlands (ac)	Temp. Fill In Wetlands (ac)	Excavation in Wetlands (ac)	Mechanized Clearing in Wetlands (ac)	Hand Clearing in Wetlands (ac)	Permanent SW impacts (ac)	Temp. SW impacts (ac)	Existing Channel Permanent (ft)	Existing Channel Impacts Temp. (ft)	new channel length (ft)				
1/ SAA	L 27+51 to L 28+45	60" Pipe										106	35		106	HI
2/ SCC	L 40+37 to L 41+88	BANK STABILIZATION 42" RCP										18			123	LOW
3/ Hyatt	L 78+49 to L 78+79	BANK STABILIZATION 48" RCP										15			20	LOW
4/ SEE	L 83+27 to L 83+41	BANK STABILIZATION 36" RCP										41	17		41	LOW
5/ Hyatt	L 89+11 to L 94+81	BANK STABILIZATION Channel Change ¹										15			0	MED
5A(T)/ WAA	L 89+39 to L 90+80	FILL	0.06													
5B/ WBB	L 90+57 to L 91+15	FILL	0.01													
6/ Cole./ Hyatt	L 94+77 to L 95+17	2 @ 10' x 7' RCBC (BURIED 1')														
7(T)/ WDD	L 95+27 to L 95+94	BANK STABILIZATION FILL	0.06													
8/ SF	L 117+57 to L 118+49	48" RCP														
9/ SD	L 131+53 to L 132+17	BANK STABILIZATION 30" CSP														
10/ SB I-P	L 138+24 to L 143+27	BANK STABILIZATION Channel Change ²														
10A/ WC	L 138+51 to L 139+38	FILL	0.04													
10B(T)/ WD	L 142+39 to L 143+06	FILL	0.04													
11/ SB-P	L 145+39 to L 148+03	Channel Change ² and culvert														
12/ SB-P	Y16 11+76 to L 160+87	Channel Change ¹														
13/ SB-P	Y16 12+62 to Y16 12+89	2 @ 48" RCP														
TOTALS*:			0.21									2285	363	1542		

639

*Rounded totals are sum of actual impacts

NOTES:

(T) Indicates Total Take

Channel Change¹ = functional uplift due to natural design techniques and/or buffers = no compensatory mitigation recommended

Channel Change² = no functional uplift, but channel already largely impacted by rip rap and/or no buffers = 0.25:1 recommended except for channel length loss, as applicable, at the 1:1 ratio

Revised 2018 Feb

edits 2/15/19 McHenry

NC DEPARTMENT OF TRANSPORTATION

DIVISION OF HIGHWAYS

42720/2048

CLAY

A-0011C

32574.1.FD7

OF 45

SHEET 44

WETLAND AND SURFACE WATER IMPACTS SUMMARY

Site No. JD ID	Station (From/To)	Structure Size / Type	WETLAND IMPACTS						SURFACE WATER IMPACTS						proposed culvert and channel losses (ft)	NCSAM rating	
			Permanent Fill In Wetlands (ac)	Temp. Fill In Wetlands (ac)	Excavation in Wetlands (ac)	Mechanized Clearing in Wetlands (ac)	Hand Clearing in Wetlands (ac)	Permanent SW impacts (ac)	Temp. SW impacts (ac)	Existing Channel Permanent (ft)	Existing Channel Impacts Temp. (ft)	new channel length (ft)					
14/Blair	L 178+03 to L 181+63	3 @ 10' x 8' RCBC (BURIED 1')									0.03	0.07	60	210		60	LOW
		BANK STABILIZATION									0.03		88				
15/SA	L 186+20 to L 187+99	8' x 5' RCBC									<0.01	<0.01	57	35		57	LOW
		Channel Change ²									0.02		126		114		LOW
		BANK STABILIZATION									<0.01		39				
16/SA	L 197+85 to L 200+50	60" RCP									0.01	<0.01	180	55		180	LOW
17/SA	L 201+34 to L 202+84	Channel Change ²									0.01	0.05	127	85	83	44	LOW
17A/SA	L 202+81 to L 204+06	42" RCP									<0.01	<0.01	80	51		80	LOW
		BANK STABILIZATION									<0.01		15				
TOTALS*			0.21								0.32	0.17	3058	799	1682		433

*Rounded totals are sum of actual impacts

NOTES:

TOTALS ARE CONTINUED FROM SHEET

Recommended Mitigation based on NCSAM and proposed conditions:

106 feet at 3:1 (High Quality)

245 feet at 2:1 (Medium Quality)

721 feet at 1:1 (Low Quality)

859 feet at 0.25:1 (Stream relocations not involving natural design techniques and/or buffering)

Revised 2018 Feb

NC DEPARTMENT OF TRANSPORTATION
 DIVISION OF HIGHWAYS
 12/20/2018
 CLAY
 A-0011C
 32574.1.FD7
 SHEET 45 OF 45

County : Clay

Line #	Item Number	Sec #	Description	Quantity	Unit Cost	Amount
ROADWAY ITEMS						
0001	0000100000-N	800	MOBILIZATION	Lump Sum	L.S.	
0002	0000400000-N	801	CONSTRUCTION SURVEYING	Lump Sum	L.S.	
0003	0001000000-E	200	CLEARING & GRUBBING .. ACRE(S)	Lump Sum	L.S.	
0004	0008000000-E	200	SUPPLEMENTARY CLEARING & GRUBBING	2 ACR		
0005	0015000000-N	205	SEALING ABANDONED WELLS	2 EA		
0006	0022000000-E	225	UNCLASSIFIED EXCAVATION	270,400 CY		
0007	0036000000-E	225	UNDERCUT EXCAVATION	6,850 CY		
0008	0134000000-E	240	DRAINAGE DITCH EXCAVATION	6,300 CY		
0009	0141000000-E	240	BERM DITCH CONSTRUCTION	4,400 LF		
0010	0156000000-E	250	REMOVAL OF EXISTING ASPHALT PAVEMENT	32,000 SY		
0011	0195000000-E	265	SELECT GRANULAR MATERIAL	7,600 CY		
0012	0196000000-E	270	GEOTEXTILE FOR SOIL STABILIZATION	14,290 SY		
0013	0199000000-E	SP	TEMPORARY SHORING	600 SF		
0014	0223000000-E	275	ROCK PLATING	3,950 SY		
0015	0225000000-E	SP	REINFORCED SOIL SLOPES	600 SY		
0016	0255000000-E	SP	GENERIC GRADING ITEM HAULING AND DISPOSAL OF PETROLEUM CONTAMINATED SOIL	200 TON		
0017	0318000000-E	300	FOUNDATION CONDITIONING MATERIAL, MINOR STRUCTURES	3,310 TON		
0018	0320000000-E	300	FOUNDATION CONDITIONING GEO-TEXTILE	10,460 SY		
0019	0335100000-E	305	12" DRAINAGE PIPE	32 LF		

County : Clay

Line #	Item Number	Sec #	Description	Quantity	Unit Cost	Amount
0020	0335200000-E	305	15" DRAINAGE PIPE	3,404	LF	
0021	0335300000-E	305	18" DRAINAGE PIPE	1,384	LF	
0022	0335400000-E	305	24" DRAINAGE PIPE	328	LF	
0023	0335850000-E	305	*** DRAINAGE PIPE ELBOWS (15")	20	EA	
0024	0335850000-E	305	*** DRAINAGE PIPE ELBOWS (18")	11	EA	
0025	0335850000-E	305	*** DRAINAGE PIPE ELBOWS (24")	3	EA	
0026	0343000000-E	310	15" SIDE DRAIN PIPE	652	LF	
0027	0344000000-E	310	18" SIDE DRAIN PIPE	100	LF	
0028	0366000000-E	310	15" RC PIPE CULVERTS, CLASS III	2,236	LF	
0029	0372000000-E	310	18" RC PIPE CULVERTS, CLASS III	2,112	LF	
0030	0378000000-E	310	24" RC PIPE CULVERTS, CLASS III	296	LF	
0031	0384000000-E	310	30" RC PIPE CULVERTS, CLASS III	228	LF	
0032	0390000000-E	310	36" RC PIPE CULVERTS, CLASS III	548	LF	
0033	0396000000-E	310	42" RC PIPE CULVERTS, CLASS III	140	LF	
0034	0402000000-E	310	48" RC PIPE CULVERTS, CLASS III	80	LF	
0035	0414000000-E	310	60" RC PIPE CULVERTS, CLASS III	1,280	LF	
0036	0448000000-E	310	***** RC PIPE CULVERTS, CLASS IV (48")	196	LF	

County : Clay

Line #	Item Number	Sec #	Description	Quantity	Unit Cost	Amount
0037	0448200000-E	310	15" RC PIPE CULVERTS, CLASS IV	11,856		LF
0038	0448300000-E	310	18" RC PIPE CULVERTS, CLASS IV	3,972		LF
0039	0448400000-E	310	24" RC PIPE CULVERTS, CLASS IV	1,480		LF
0040	0448500000-E	310	30" RC PIPE CULVERTS, CLASS IV	140		LF
0041	0448600000-E	310	36" RC PIPE CULVERTS, CLASS IV	64		LF
0042	0448700000-E	310	42" RC PIPE CULVERTS, CLASS IV	68		LF
0043	0576000000-E	310	*** CS PIPE CULVERTS, ***** THICK (36", 0.079")	96		LF
0044	0576000000-E	310	*** CS PIPE CULVERTS, ***** THICK (42", 0.109")	36		LF
0045	0576000000-E	310	*** CS PIPE CULVERTS, ***** THICK (60", 0.138")	24		LF
0046	0582000000-E	310	15" CS PIPE CULVERTS, 0.064" THICK	40		LF
0047	0588000000-E	310	18" CS PIPE CULVERTS, 0.064" THICK	268		LF
0048	0594000000-E	310	24" CS PIPE CULVERTS, 0.064" THICK	44		LF
0049	0654000000-E	310	**** X **** CS PIPE ARCH CUL- VERTS, ***** THICK (95" X 67", 0.109")	60		LF
0050	0973100000-E	330	*** WELDED STEEL PIPE, ***** THICK, GRADE B IN SOIL (42", 0.625")	78		LF
0051	0973100000-E	330	*** WELDED STEEL PIPE, ***** THICK, GRADE B IN SOIL (48", 0.688")	44		LF
0052	0973100000-E	330	*** WELDED STEEL PIPE, ***** THICK, GRADE B IN SOIL (60", 0.844')	42		LF

County : Clay

Line #	Item Number	Sec #	Description	Quantity	Unit Cost	Amount
0053	0973300000-E	330	*** WELDED STEEL PIPE, ***** THICK, GRADE B NOT IN SOIL (42", 0.625")	78 LF		
0054	0973300000-E	330	*** WELDED STEEL PIPE, ***** THICK, GRADE B NOT IN SOIL (48", 0.688")	44 LF		
0055	0973300000-E	330	*** WELDED STEEL PIPE, ***** THICK, GRADE B NOT IN SOIL (60", 0.844")	42 LF		
0056	0995000000-E	340	PIPE REMOVAL	7,971 LF		
0057	1011000000-N	500	FINE GRADING	Lump Sum	L.S.	
0058	1077000000-E	SP	#57 STONE	110 TON		
0059	1099500000-E	505	SHALLOW UNDERCUT	2,300 CY		
0060	1099700000-E	505	CLASS IV SUBGRADE STABILIZATION	4,600 TON		
0061	1110000000-E	510	STABILIZER AGGREGATE	9,500 TON		
0062	1121000000-E	520	AGGREGATE BASE COURSE	2,010 TON		
0063	1220000000-E	545	INCIDENTAL STONE BASE	5,100 TON		
0064	1231000000-E	560	SHOULDER BORROW	740 CY		
0065	1275000000-E	600	PRIME COAT	1,478 GAL		
0066	1330000000-E	607	INCIDENTAL MILLING	8,000 SY		
0067	1491000000-E	610	ASPHALT CONC BASE COURSE, TYPE B25.0C	55,760 TON		
0068	1503000000-E	610	ASPHALT CONC INTERMEDIATE COURSE, TYPE I19.0C	34,400 TON		
0069	1519000000-E	610	ASPHALT CONC SURFACE COURSE, TYPE S9.5B	3,760 TON		
0070	1523000000-E	610	ASPHALT CONC SURFACE COURSE, TYPE S9.5C	27,220 TON		

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Line #	Item Number	Sec #	Description	Quantity	Unit Cost	Amount
0071	1575000000-E	620	ASPHALT BINDER FOR PLANT MIX	6,050	TON	
0072	1693000000-E	654	ASPHALT PLANT MIX, PAVEMENT REPAIR	1,700	TON	
0073	2022000000-E	815	SUBDRAIN EXCAVATION	616	CY	
0074	2026000000-E	815	GEOTEXTILE FOR SUBSURFACE DRAINS	2,750	SY	
0075	2036000000-E	815	SUBDRAIN COARSE AGGREGATE	462	CY	
0076	2044000000-E	815	6" PERFORATED SUBDRAIN PIPE	2,750	LF	
0077	2070000000-N	815	SUBDRAIN PIPE OUTLET	6	EA	
0078	2077000000-E	815	6" OUTLET PIPE	36	LF	
0079	2190000000-N	828	TEMPORARY STEEL PLATE COVERS FOR MASONRY DRAINAGE STRUCTURE	33	EA	
0080	2209000000-E	838	ENDWALLS	60	CY	
0081	2220000000-E	838	REINFORCED ENDWALLS	18	CY	
0082	2253000000-E	840	PIPE COLLARS	3,694	CY	
0083	2275000000-E	SP	FLOWABLE FILL	152.4	CY	
0084	2286000000-N	840	MASONRY DRAINAGE STRUCTURES	349	EA	
0085	2297000000-E	840	MASONRY DRAINAGE STRUCTURES	52	CY	
0086	2308000000-E	840	MASONRY DRAINAGE STRUCTURES	145	LF	
0087	2364000000-N	840	FRAME WITH TWO GRATES, STD 840.16	30	EA	
0088	2366000000-N	840	FRAME WITH TWO GRATES, STD 840.24	41	EA	
0089	2374000000-N	840	FRAME WITH GRATE & HOOD, STD 840.03, TYPE ** (E)	28	EA	

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Line #	Item Number	Sec #	Description	Quantity	Unit Cost	Amount
0090	2374000000-N	840	FRAME WITH GRATE & HOOD, STD 840.03, TYPE ** (F)	114 EA		
0091	2374000000-N	840	FRAME WITH GRATE & HOOD, STD 840.03, TYPE ** (G)	119 EA		
0092	2396000000-N	840	FRAME WITH COVER, STD 840.54	11 EA		
0093	2440000000-N	852	CONCRETE TRANSITIONAL SECTION FOR CATCH BASIN	41 EA		
0094	2451000000-N	852	CONCRETE TRANSITIONAL SECTION FOR DROP INLET	29 EA		
0095	2473000000-N	SP	GENERIC DRAINAGE ITEM BICYCLE SAFE STEEL FRAME AND GRATE	3 EA		
0096	2535000000-E	846	***X *** CONCRETE CURB (8" X 18")	540 LF		
0097	2538000000-E	846	**_*** CONCRETE CURB & GUTTER (2'-9")	7,490 LF		
0098	2542000000-E	846	1'-6" CONCRETE CURB & GUTTER	15,040 LF		
0099	2549000000-E	846	2'-6" CONCRETE CURB & GUTTER	43,990 LF		
0100	2612000000-E	848	6" CONCRETE DRIVEWAY	810 SY		
0101	2619000000-E	850	4" CONCRETE PAVED DITCH	230 SY		
0102	2655000000-E	852	5" MONOLITHIC CONCRETE ISLANDS (KEYED IN)	5,200 SY		
0103	2815000000-N	858	ADJUSTMENT OF DROP INLETS	3 EA		
0104	2830000000-N	858	ADJUSTMENT OF MANHOLES	9 EA		
0105	2845000000-N	858	ADJUSTMENT OF METER BOXES OR VALVE BOXES	12 EA		
0106	2938000000-N	859	CONVERT EXISTING DROP INLET TO JUNCTION BOX WITH MANHOLE	1 EA		

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Line #	Item Number	Sec #	Description	Quantity	Unit Cost	Amount
0107	3030000000-E	862	STEEL BEAM GUARDRAIL	8,500	LF	
0108	3045000000-E	862	STEEL BEAM GUARDRAIL, SHOP CURVED	300	LF	
0109	3145000000-E	862	EXTRA LENGTH GUARDRAIL POST (** STEEL) (8')	32	EA	
0110	3150000000-N	862	ADDITIONAL GUARDRAIL POSTS	5	EA	
0111	3195000000-N	862	GUARDRAIL END UNITS, TYPE AT-1	2	EA	
0112	3210000000-N	862	GUARDRAIL END UNITS, TYPE CAT-1	20	EA	
0113	3287000000-N	SP	GUARDRAIL END UNITS, TYPE TL-3	20	EA	
0114	3288000000-N	SP	GUARDRAIL END UNITS, TYPE TL-2	7	EA	
0115	3360000000-E	863	REMOVE EXISTING GUARDRAIL	10,750	LF	
0116	3503000000-E	866	WOVEN WIRE FENCE, 47" FABRIC	500	LF	
0117	3509000000-E	866	4" TIMBER FENCE POSTS, 7'-6" LONG	30	EA	
0118	3515000000-E	866	5" TIMBER FENCE POSTS, 8'-0" LONG	30	EA	
0119	3563000000-E	SP	TEMP *** WOVEN WIRE FENCE, COMPLETE W/POSTS (47")	2,600	LF	
0120	3575000000-E	SP	GENERIC FENCING ITEM BLACK VINYL COATED CHAIN LINK FENCE, 60" FABRIC	600	LF	
0121	3575000000-E	SP	GENERIC FENCING ITEM PEDESTRIAN SAFETY RAIL	200	LF	
0122	3578000000-N	SP	GENERIC FENCING ITEM BLACK METAL LINE POST, 60" CHAIN LINK FENCE, VINYL COATED	50	EA	
0123	3578000000-N	SP	GENERIC FENCING ITEM BLACK METAL TERMINAL POST, 60" CHAIN LINK FENCE, VINYL COATED	7	EA	

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Line #	Item Number	Sec #	Description	Quantity	Unit Cost	Amount
0124	3628000000-E	876	RIP RAP, CLASS I	2,200	TON	
0125	3635000000-E	876	RIP RAP, CLASS II	750	TON	
0126	3642000000-E	876	RIP RAP, CLASS A	20	TON	
0127	3649000000-E	876	RIP RAP, CLASS B	1,250	TON	
0128	3651000000-E	SP	BOULDERS	175	TON	
0129	3656000000-E	876	GEOTEXTILE FOR DRAINAGE	13,800	SY	
0130	4054000000-E	902	PLAIN CONCRETE SIGN FOUNDATIONS	1	CY	
0131	4060000000-E	903	SUPPORTS, BREAKAWAY STEEL BEAM	293	LB	
0132	4072000000-E	903	SUPPORTS, 3-LB STEEL U-CHANNEL	2,073	LF	
0133	4096000000-N	904	SIGN ERECTION, TYPE D	9	EA	
0134	4102000000-N	904	SIGN ERECTION, TYPE E	104	EA	
0135	4108000000-N	904	SIGN ERECTION, TYPE F	26	EA	
0136	4110000000-N	904	SIGN ERECTION, TYPE *** (GROUND MOUNTED) (A)	1	EA	
0137	4155000000-N	907	DISPOSAL OF SIGN SYSTEM, U-CHANNEL	36	EA	
0138	4400000000-E	1110	WORK ZONE SIGNS (STATIONARY)	1,135	SF	
0139	4405000000-E	1110	WORK ZONE SIGNS (PORTABLE)	277	SF	
0140	4410000000-E	1110	WORK ZONE SIGNS (BARRICADE MOUNTED)	12	SF	
0141	4420000000-N	1120	PORTABLE CHANGEABLE MESSAGE SIGN	4	EA	
0142	4430000000-N	1130	DRUMS	575	EA	

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Line #	Item Number	Sec #	Description	Quantity	Unit Cost	Amount
0143	4445000000-E	1145	BARRICADES (TYPE III)	180	LF	
0144	4455000000-N	1150	FLAGGER	70	DAY	
0145	4485000000-E	1170	PORTABLE CONCRETE BARRIER	215	LF	
0146	4510000000-N	1190	LAW ENFORCEMENT	32	HR	
0147	4650000000-N	1251	TEMPORARY RAISED PAVEMENT MARKERS	599	EA	
0148	4685000000-E	1205	THERMOPLASTIC PAVEMENT MARKING LINES (4", 90 MILS)	71,100	LF	
0149	4688000000-E	1205	THERMOPLASTIC PAVEMENT MARKING LINES (6", 90 MILS)	100	LF	
0150	4695000000-E	1205	THERMOPLASTIC PAVEMENT MARKING LINES (8", 90 MILS)	7,000	LF	
0151	4725000000-E	1205	THERMOPLASTIC PAVEMENT MARKING SYMBOL (90 MILS)	133	EA	
0152	4810000000-E	1205	PAINT PAVEMENT MARKING LINES (4")	131,130	LF	
0153	4820000000-E	1205	PAINT PAVEMENT MARKING LINES (8")	310	LF	
0154	4835000000-E	1205	PAINT PAVEMENT MARKING LINES (24")	339	LF	
0155	4845000000-N	1205	PAINT PAVEMENT MARKING SYMBOL	32	EA	
0156	4891000000-E	1205	GENERIC PAVEMENT MARKING ITEM THERMOPLASTIC PAVEMENT MARKING LINES (24", 90 MILS)	515	LF	
0157	4905000000-N	1253	SNOWPLOWABLE PAVEMENT MARKERS	500	EA	
0158	5319000000-E	1505	CLASS B CONCRETE FOR ENCASING UTILITY LINES	10	CY	
0159	5325600000-E	1510	6" WATER LINE	820	LF	
0160	5325800000-E	1510	8" WATER LINE	482	LF	

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Line #	Item Number	Sec #	Description	Quantity	Unit Cost	Amount
0161	5326200000-E	1510	12" WATER LINE	18,631	LF	
0162	5329000000-E	1510	DUCTILE IRON WATER PIPE FITTINGS	25,885	LB	
0163	5536000000-E	1515	2" VALVE	2	EA	
0164	5540000000-E	1515	6" VALVE	22	EA	
0165	5546000000-E	1515	8" VALVE	4	EA	
0166	5558000000-E	1515	12" VALVE	14	EA	
0167	5572200000-E	1515	12" TAPPING SLEEVE & VALVE	1	EA	
0168	5589200000-E	1515	2" AIR RELEASE VALVE	6	EA	
0169	5606000000-E	1515	2" BLOW OFF	3	EA	
0170	5643000000-E	1515	*** WATER METER (5/8")	19	EA	
0171	5648000000-N	1515	RELOCATE WATER METER	26	EA	
0172	5649000000-N	1515	RECONNECT WATER METER	41	EA	
0173	5666000000-N	1515	FIRE HYDRANT	12	EA	
0174	5672000000-N	1515	RELOCATE FIRE HYDRANT	9	EA	
0175	5673000000-E	1515	FIRE HYDRANT LEG	228	LF	
0176	5686000000-E	1515	*** WATER SERVICE LINE (2")	212	LF	
0177	5686500000-E	1515	WATER SERVICE LINE	5,544	LF	
0178	5691300000-E	1520	8" SANITARY GRAVITY SEWER	14,599	LF	
0179	5709200000-E	1520	4" FORCE MAIN SEWER	4,201	LF	
0180	5768000000-N	1520	SANITARY SEWER CLEAN-OUT	5	EA	

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Line #	Item Number	Sec #	Description	Quantity	Unit Cost	Amount
0181	5768500000-E	1520	SEWER SERVICE LINE	737	LF	
0182	5769000000-E	1520	DUCTILE IRON SEWER PIPE FITTINGS	1,445	LB	
0183	5775000000-E	1525	4' DIA UTILITY MANHOLE	63	EA	
0184	5776000000-E	1525	5' DIA UTILITY MANHOLE	6	EA	
0185	5781000000-E	1525	UTILITY MANHOLE WALL 4' DIA	340.3	LF	
0186	5782000000-E	1525	UTILITY MANHOLE WALL 5' DIA	51.3	LF	
0187	5798000000-E	1530	ABANDON *** UTILITY PIPE (4")	4,215	LF	
0188	5800000000-E	1530	ABANDON 6" UTILITY PIPE	781	LF	
0189	5801000000-E	1530	ABANDON 8" UTILITY PIPE	14,722	LF	
0190	5804000000-E	1530	ABANDON 12" UTILITY PIPE	18,639	LF	
0191	5815000000-N	1530	REMOVE WATER METER	21	EA	
0192	5815500000-N	1530	REMOVE FIRE HYDRANT	14	EA	
0193	5816000000-N	1530	ABANDON UTILITY MANHOLE	60	EA	
0194	5828000000-N	1530	REMOVE UTILITY MANHOLE	4	EA	
0195	5835000000-E	1540	*** ENCASEMENT PIPE (14")	170	LF	
0196	5835600000-E	1540	12" ENCASEMENT PIPE	160	LF	
0197	5835800000-E	1540	18" ENCASEMENT PIPE	1,166	LF	
0198	5835900000-E	1540	20" ENCASEMENT PIPE	1,081	LF	
0199	5836000000-E	1540	24" ENCASEMENT PIPE	100	LF	
0200	5872500000-E	1550	BORE AND JACK OF *** (12")	75	LF	

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Line #	Item Number	Sec #	Description	Quantity	Unit Cost	Amount
0201	5872500000-E	1550	BORE AND JACK OF *** (14")	170 LF		
0202	5872500000-E	1550	BORE AND JACK OF *** (18")	1,129 LF		
0203	5872500000-E	1550	BORE AND JACK OF *** (20")	815 LF		
0204	6000000000-E	1605	TEMPORARY SILT FENCE	52,120 LF		
0205	6006000000-E	1610	STONE FOR EROSION CONTROL, CLASS A	3,775 TON		
0206	6009000000-E	1610	STONE FOR EROSION CONTROL, CLASS B	12,280 TON		
0207	6012000000-E	1610	SEDIMENT CONTROL STONE	8,435 TON		
0208	6015000000-E	1615	TEMPORARY MULCHING	189.5 ACR		
0209	6018000000-E	1620	SEED FOR TEMPORARY SEEDING	7,300 LB		
0210	6021000000-E	1620	FERTILIZER FOR TEMPORARY SEED- ING	37 TON		
0211	6024000000-E	1622	TEMPORARY SLOPE DRAINS	5,435 LF		
0212	6029000000-E	SP	SAFETY FENCE	200 LF		
0213	6030000000-E	1630	SILT EXCAVATION	29,610 CY		
0214	6036000000-E	1631	MATTING FOR EROSION CONTROL	363,500 SY		
0215	6037000000-E	SP	COIR FIBER MAT	4,300 SY		
0216	6042000000-E	1632	1/4" HARDWARE CLOTH	21,295 LF		
0217	6045000000-E	SP	*** TEMPORARY PIPE (48")	225 LF		
0218	6069000000-E	1638	STILLING BASINS	206 CY		
0219	6070000000-N	1639	SPECIAL STILLING BASINS	4 EA		

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Line #	Item Number	Sec #	Description	Quantity	Unit Cost	Amount
0220	6071012000-E	SP	COIR FIBER WATTLE	6,600	LF	
0221	6071020000-E	SP	POLYACRYLAMIDE (PAM)	6,965	LB	
0222	6071030000-E	1640	COIR FIBER BAFFLE	1,850	LF	
0223	6071050000-E	SP	*** SKIMMER (1-1/2")	9	EA	
0224	6071050000-E	SP	*** SKIMMER (2")	2	EA	
0225	6071050000-E	SP	*** SKIMMER (2-1/2")	1	EA	
0226	6084000000-E	1660	SEEDING & MULCHING	105	ACR	
0227	6087000000-E	1660	MOWING	120	ACR	
0228	6090000000-E	1661	SEED FOR REPAIR SEEDING	1,950	LB	
0229	6093000000-E	1661	FERTILIZER FOR REPAIR SEEDING	5.25	TON	
0230	6096000000-E	1662	SEED FOR SUPPLEMENTAL SEEDING	2,550	LB	
0231	6108000000-E	1665	FERTILIZER TOPDRESSING	76.25	TON	
0232	6111000000-E	SP	IMPERVIOUS DIKE	885	LF	
0233	6114500000-N	1667	SPECIALIZED HAND MOWING	10	MHR	
0234	6117000000-N	SP	RESPONSE FOR EROSION CONTROL	150	EA	
0235	6117500000-N	SP	CONCRETE WASHOUT STRUCTURE	28	EA	
0236	6120000000-E	SP	CULVERT DIVERSION CHANNEL	194	CY	
0237	6126000000-E	SP	STREAMBANK REFORESTATION	1	ACR	
0238	6132000000-N	SP	GENERIC EROSION CONTROL ITEM FABRIC INSERT INLET PROTECTION DEVICE	317	EA	

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Line #	Item Number	Sec #	Description	Quantity	Unit Cost	Amount
0239	6132000000-N	SP	GENERIC EROSION CONTROL ITEM FABRIC INSERT INLET PROTECTION DEVICE CLEANOUT	951 EA		
0240	6132000000-N	SP	GENERIC EROSION CONTROL ITEM LOGS	18 EA		
0241	6133000000-N	SP	GENERIC EROSION CONTROL ITEM DIVERSION PUMPING	Lump Sum	L.S.	
0242	6133000000-N	SP	GENERIC EROSION CONTROL ITEM SITE GRADING FOR MITIGATION	Lump Sum	L.S.	
0243	6133000000-N	SP	GENERIC EROSION CONTROL ITEM SURVEYING FOR MITIGATION	Lump Sum	L.S.	
0244	6138000000-E	SP	GENERIC EROSION CONTROL ITEM IMPERVIOUS SELECT MATERIAL	5 CY		
0245	6150000000-E	SP	GENERIC EROSION CONTROL ITEM CHANNEL SUBSTRATE MATERIAL	90 TON		
0246	6150000000-E	SP	GENERIC EROSION CONTROL ITEM NATURAL SAND	18 TON		
0247	6900000000-E	SP	TOPSOIL	361 CY		
0248	7060000000-E	1705	SIGNAL CABLE	1,550 LF		
0249	7120000000-E	1705	VEHICLE SIGNAL HEAD (12", 3 SECTION)	10 EA		
0250	7132000000-E	1705	VEHICLE SIGNAL HEAD (12", 4 SECTION)	4 EA		
0251	7144000000-E	1705	VEHICLE SIGNAL HEAD (12", 5 SECTION)	3 EA		
0252	7264000000-E	1710	MESSENGER CABLE (3/8")	685 LF		
0253	7300000000-E	1715	UNPAVED TRENCHING (***** (2, 2"))	470 LF		
0254	7301000000-E	1715	DIRECTIONAL DRILL (***** (1, 2"))	100 LF		
0255	7324000000-N	1716	JUNCTION BOX (STANDARD SIZE)	11 EA		

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Line #	Item Number	Sec #	Description	Quantity	Unit Cost	Amount
0256	7360000000-N	1720	WOOD POLE	3 EA		
0257	7372000000-N	1721	GUY ASSEMBLY	8 EA		
0258	7444000000-E	1725	INDUCTIVE LOOP SAWCUT	1,800 LF		
0259	7456000000-E	1726	LEAD-IN CABLE (***** (14-2)	4,400 LF		
0260	7636000000-N	1745	SIGN FOR SIGNALS	2 EA		
0261	7684000000-N	1750	SIGNAL CABINET FOUNDATION	1 EA		
0262	7756000000-N	1751	CONTROLLER WITH CABINET (TYPE 2070L, BASE MOUNTED)	1 EA		
0263	7780000000-N	1751	DETECTOR CARD (TYPE 2070L)	13 EA		
0264	7901000000-N	1753	CABINET BASE EXTENDER	1 EA		
0265	7980000000-N	SP	GENERIC SIGNAL ITEM MICROWAVE VEHICLE DETECTION SYSTEM-MULTIPLE ZONES	3 EA		

CULVERT ITEMS

0266	8056000000-N	402	REMOVAL OF EXISTING STRUCTURE AT STATION ***** (179+58.00-L-)	Lump Sum	L.S.	
0267	8056000000-N	402	REMOVAL OF EXISTING STRUCTURE AT STATION ***** (95+07.14-L-)	Lump Sum	L.S.	
0268	8065000000-N	SP	ASBESTOS ASSESSMENT	Lump Sum	L.S.	
0269	8126000000-N	414	CULVERT EXCAVATION, STA ***** (179+58.00-L-)	Lump Sum	L.S.	
0270	8126000000-N	414	CULVERT EXCAVATION, STA ***** (186+81.00-L-)	Lump Sum	L.S.	

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Line #	Item Number	Sec #	Description	Quantity	Unit Cost	Amount
0271	8126000000-N	414	CULVERT EXCAVATION, STA ***** (95+07.14-L-)	Lump Sum	L.S.	
0272	8133000000-E	414	FOUNDATION CONDITIONING MATERIAL, BOX CULVERT	537 TON		
0273	8196000000-E	420	CLASS A CONCRETE (CULVERT)	656.2 CY		
0274	8245000000-E	425	REINFORCING STEEL (CULVERT)	70,471 LB		

WALL ITEMS

0275	8801000000-E	SP	MSE RETAINING WALL NO **** (1)	1,060 SF		
0276	8801000000-E	SP	MSE RETAINING WALL NO **** (2)	5,740 SF		
0277	8802016000-E	SP	ANCHORED RETAINING WALLS	2,690 SF		

0954/Oct17/Q1642169.894/D1092910678000/E277

Total Amount Of Bid For Entire Project :