October 6, 2010

CONTRACT NO.: DO00061
PROJECT: BK-5125
WBS ELEMENT: 42576.3.1

CONTRACTING AGENCY

STATE OF NORTH CAROLINA

DEPARTMENT OF TRANSPORTATION

RALEIGH, NORTH CAROLINA

Request For Proposals For:

Bridge Replacement With
Prestressed Cored Slabs
Mitchell County
Bridge Number 177

Proposals subject to the conditions made a part hereof will be received until 2:00 P.M., Tuesday, November 23, 2010, and then publicly opened for furnishing the services as described herein.

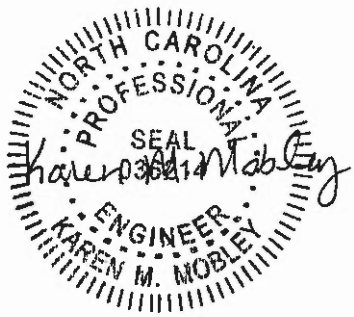
Opening of proposals to be in the Conference Room (N. C. Department of Transportation, Bridge Management Unit), 4809 Beryl Road, Raleigh, N.C.

Send all proposals directly to the issuing agency:

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

ATTENTION: DAN HOLDERMAN, PE

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



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PRE-QUALIFYING TO BID

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

All prospective bidders may obtain information and forms for pre-qualifying from:

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

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

PRE-BID CONFERENCE

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

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

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

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

Bidders are to meet for the mandatory Pre-Bid Conference at 1:30 PM on Tuesday, October 26, 2010 in the State Bridge Management Unit, Chief Engineers conference room in the NCDOT Maintenance office building at 4809 Beryl Road which is directly across (south) from the NC State Fairgrounds in Raleigh, North Carolina, Wake County. (SEE PRE-BID LOCATION MAP)

AVAILABILITY OF FUNDS - TERMINATION OF CONTRACTS

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

In the event of termination, the Contractor shall be given a written notice of termination at least 60 days before completion of schedule work for which funds are available. In the event of termination, the Contractor shall be paid for the work already performed in accordance with the contract specifications.

PREPARATION AND SUBMISSION OF BIDS

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

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

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

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

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

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

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

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

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

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

REJECTION OF BIDS

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

AWARD OF CONTRACT

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

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

BID BOND OR BID DEPOSIT

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

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

The execution by the Bidder shall be in the same manner as required under “Preparation and Submission of Bids” for the proper execution of the bid. The execution by the Corporate Surety shall be the same as is provided for under “Preparation and Submission of Bids” for the execution of the bid by a corporation. The seal of the Corporate Surety shall be affixed to the bid bond. The bid bond form furnished is for execution of the Corporate Surety by a General Agent or Attorney in Fact. A certified copy of the Power of Attorney shall be attached if the bid bond is executed by a General Agent or Attorney in Fact. The Power of Attorney shall contain a certification that the Power of Attorney is still in full effect as of the date of the execution of the

bid bond by the General Agent or Attorney in Fact. If the bid bond is executed by the Corporate Surety by the President, Vice President, or Assistant Vice President, and attested to by the Secretary or Assistant Secretary, then the bid bond form furnished shall be modified for such execution, instead of execution by the Attorney in Fact or the General Agent.

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

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

PERFORMANCE BOND AND PAYMENT BOND REQUIREMENTS
(This provision is not applicable if the contract amount is less than $300,000.)

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

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

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

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

DELIVERY OF BIDS

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

> "Bid for State Highway Project WBS Element 42576.3.1 Bridge No. 177 in Mitchell County."

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

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

ATTENTION: DAN HOLDERMAN, PE

The outer envelope shall also bear the statement:

> "Bid for State Highway Project WBS Element 42576.3.1 Bridge No. 177 in Mitchell County."

If delivered in person, the sealed envelope shall be delivered to the office of North Carolina Department of Transportation, Bridge Management Unit, 4809 Beryl Road, Raleigh, NC (South of the NC State Fairgrounds, directly south from Dorton Arena). All bids shall be delivered prior to the time specified in the invitation to bid. Bids received after 2:00 P.M., Tuesday, November 23, 2010 will not be accepted.

PROJECT SPECIAL PROVISIONS

GENERAL REQUIREMENTS

A. SCOPE OF WORK

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

The Department will be responsible for placement of final pavement markings.

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

B. LOCATION AND DESCRIPTION

The existing bridge consists of three spans of a total length = 95'-10"; 3.5" asphalt wearing surface; on 3"x 4" timber floor; on steel I-beams; on timber end and interior bent caps; on timber posts; on concrete sills; with a clear roadway of 11'-1"; is located on SR 1189 across Cane Creek, 0.01 mile south of junction with NC 226. This bridge shall be replaced by a two span cored slab bridge with spans of 2 @ 50' on a 90 degree skew angle and 26'-10" clear roadway width. Stage construction will be required; SR 1189 shall remain open during construction. (SEE BRIDGE LOCATION MAP)

C. CONTRACT TIME AND LIQUIDATED DAMAGES

The date of availability for this contract is the date the Contractor begins work but not before the issuance of the purchase order and no later than March 1, 2011.

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

The liquidated damages for this contract time are Three Hundred and Fifty Dollars ($350.00) per calendar day. At the preconstruction conference the Contractor shall declare his expected date for beginning work. Should the Contractor desire to revise this date after the preconstruction conference, he shall notify the Engineer in writing at least thirty (30) days prior to the revised date.

D. CONSTRUCTION METHODS

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

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

E. SITE INVESTIGATION AND REPRESENTATION

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

F. CONTROL OF EROSION, SILT AND POLLUTION

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

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

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

G. MATERIALS AND TESTING

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

H. TRAFFIC CONTROL

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

Temporary work zone signing, flaggers, drums, cones, and temporary concrete barrier shall be placed in accordance with the Manual on Uniform Traffic Control Devices.

Payment for all temporary work zone signing, temporary concrete barrier, flaggers, drums, cones, and other incidental work related to traffic control will be made by lump sum basis under the contract line item "Generic Traffic Control."

I. INDEMNIFICATION

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

J. PROOF OF COVERAGE

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

K. COMPENSATION

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

L. ADDITIONAL COMPENSATION and/or EXTENSION OF COMPLETION DATE

Any claims for additional compensation and/or extensions of the completion date shall be submitted to the Engineer with detailed justification within thirty (30) days

after receipt of final invoice payment. The failure on the part of the Contractor to submit the claim(s) within thirty (30) days shall be a bar to recovery.

M. BASIS OF PAYMENT

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

N. WORK PROCEDURES AND ASSIGNMENTS

1. ENGINEER

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

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

2. AUTHORITY OF THE ENGINEER

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

3. CONTRACTOR SUPERVISION

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

4. AVAILABILITY

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

O. COMPETITIVE PROPOSALS

Pursuant to the provisions of G.S. 143-54 under penalty of perjury, the signer of this proposal certifies this proposal has not been arrived at collusively or otherwise in violation of Federal or North Carolina Anti-Trust Laws. All proposals must be signed by the owner or an officer of the firm.

P. ACCEPTANCE AND REJECTION

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

Q. REMOVAL OF EXISTING STRUCTURE

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

R. UTILITY CONFLICTS

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

S. ASPHALT CONCRETE TYPE B 25.0B AND TYPE SF 9.5A

The quantity of Asphalt Concrete Types B 25.0B and SF 9.5A measured as provided in Sections 610 of the Standard Specification, including furnishing all materials and placement, shall be paid for at the contract unit price per ton for "Asphalt Concrete Base Course, Type B25.0B", and "Asphalt Concrete Surface Course, Type SF 9.5A."

Asphalt Binder for Plant Mix shall be measured as provided in Section 620 of the Standard Specifications. Asphalt Binder for Plant Mix shall be paid for at the contract unit price per ton for "Asphalt Binder for Plant Mix, Type PG 64-22."

The above payment shall be full compensation for completing the items in place. No other separate measurement of payment will be made.

T. PLAIN RIP RAP, CLASS II & PLAIN RIP RAP, CLASS B

Placement of all rip rap shall be in accordance with the Specifications. Installation of filter fabric used in conjunction with rip rap will be paid for under Filter Fabric for Drainage, Type 2.

U. STEEL BEAM GUARDRAIL

Furnish all labor, equipment, materials and incidentals necessary to install guardrail as indicated on the plans, the Roadway Standard Drawings dated July 2006 and the Standard Specifications.

All work covered by this special provision shall be paid for at the unit bid price for "Steel Beam Guardrail."

The cost of guardrail delineators and the concrete barrier rail delineators shall be included in the unit bid price for "Steel Beam Guardrail."

GENERAL PROVISIONS

REVISION TO FHWA-1273 CONCERNING PERSONAL INFORMATION ON PAYROLL SUBMISSIONS:
(1-20-09) SP1G59

Revise the Standard Special Provision FHWA-1273 Required Contract Provisions Federal-Aid Construction Contracts as follows:

Section V, Paragraph 2b is replaced with the following:

The payroll records shall contain the name, and the last four digits of the social security number of each such employee, his or her correct classification; hourly rates of wages paid (including rates of contributions or costs anticipated for bona fide fringe benefits or cash equivalent thereof the types described in Section 1(b)(2)(B) of the Davis Bacon Act); daily and weekly number of hours worked; deductions made; and actual wages paid.

DISADVANTAGED BUSINESS ENTERPRISE:
(10-16-07)(Rev 10-20-09) SP1 G61

Policy

It is the policy of the North Carolina Department of Transportation that Disadvantaged Business Enterprises (DBEs) as defined in *49 CFR Part 26* shall have the equal opportunity to compete fairly for and to participate in the performance of contracts financed in whole or in part by Federal Funds.

Obligation

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

Definitions

Commitment - The approved DBE participation submitted by the prime contractor during the bidding process.

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

Department - North Carolina Department of Transportation

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

Goal - The DBE participation specified herein

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

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

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

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

North Carolina Unified Certification Program - A program that provides comprehensive information to applicants for certification, such that an applicant is required to apply only once for a 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*.

USDOT - United States Department of Transportation, including the Office of the Secretary, the Federal Highway Administration (FHWA), the Federal Transit Administration (FTA), and the Federal Aviation Administration (FAA).

Contract Goal

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

Disadvantaged Business Enterprises **6 %**

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

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

Contract Requirement
The approved DBE participation submitted by the Contractor shall be the **Contract Requirement**.

Certified Transportation Firms Directory

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

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

Listing of DBE Subcontractors in Contract

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

Paper Bids

(1) *If the goal is more than zero,* bidders at the time the bid proposal is submitted, shall submit a listing of DBE participation on the appropriate form (or facsimile thereof) contained elsewhere in the contract documents in order for the bid to be considered responsive. Bidders shall indicate the total dollar value of the DBE participation for the contract. If bidders have no DBE participation, they shall indicate this on the form "Listing of DBE Subcontractors" by entering the word or number zero. This form shall be completed in its entirety. **Blank forms will not be deemed to represent zero participation**. Bids submitted that do not have 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 returned to the bidder.

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

Written Documentation – Letter of Intent

The bidder shall submit written documentation of the bidder/offeror's commitment to use a DBE subcontractor whose participation it submits to meet a contract goal and written confirmation from each DBE, listed in the proposal, indicating their participation in the contract. This documentation shall be submitted on the Department's form titled "Letter of Intent to Perform as a Subcontractor". This letter of intent form is available at:

http://www.ncdot.org/doh/preconstruct/ps/contracts/letterofintent.pdf. It shall be received in the office of the State Contractor Utilization Engineer no later than 12:00 noon of the sixth calendar day following opening of bids.

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

Counting DBE Participation Toward Meeting DBE Goal of Zero or More

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

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

(C) (1) The Contractor may count toward its DBE 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 other relevant factors.

(2) A DBE may enter into subcontracts. Work that a DBE subcontracts to another DBE firm may be counted toward the contract requirement. Work that a DBE subcontracts to a non-DBE firm does not count toward the contract 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, the DBE shall be presumed not to be performing a commercially useful function. The DBE may present evidence to rebut this presumption to the Department for commercially useful functions. 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.

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

(a) 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.

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

(c) 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.

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

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

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

(D) 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 DBE regular dealer and 100 percent of such expenditures to a DBE manufacturer.

(E) 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) The fees or commissions charged for assistance in the procurement of the materials and supplies, or for transportation charges for the delivery of materials or supplies required on a job site (but not the cost of the materials and supplies themselves),

provided the fees are not from a manufacturer or regular dealer and provided the fees are determined to be reasonable and not excessive as compared with fees customarily allowed for similar services.

Good Faith Effort for Projects with Goals More Than Zero

If the DBE participation submitted in the bid by the apparent lowest responsive bidder does not meet or exceed the DBE contract goal, the apparent lowest responsive bidder shall submit to the Department documentation of its good faith efforts made to reach the contract goal. One complete set and 9 copies of this information shall be received in the office of the State Contractor Utilization Engineer no later than 12:00 noon of the sixth calendar day following opening of bids. Where the information submitted includes repetitious solicitation letters it will be acceptable to submit a representative letter along with a distribution list of the firms that were solicited. Documentation of DBE quotations shall be a part of the good faith effort submittal as necessary to demonstrate compliance with the factors listed below which the Department considers in judging good faith efforts. This documentation may include written subcontractor quotations, telephone log notations of verbal quotations, or other types of quotation documentation.

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

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

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

(C) Whether the bidder followed up initial solicitations of interests by contacting DBEs to determine with certainty whether they were interested. If a reasonable amount of DBEs within the targeted Divisions do not provide an intent to quote or no DBEs specialize in the subcontracted areas, the bidder shall notify DBEs outside of the targeted Divisions that specialize in the subcontracted areas, and contact the State Contractor Utilization Engineer in the NCDOT Contractual Services Unit to give notification of the bidder's inability to get DBE quotes.

(D) Whether the bidder selected portions of the work to be performed by DBEs in order to increase the likelihood of meeting the contract goals. This includes, where appropriate, breaking out contract work items into economically feasible units to facilitate DBE participation, even when the bidder might otherwise perform these work items with its own forces.

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

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

(G) Whether quotations were received from interested DBE firms but rejected as unacceptable without sound reasons why the quotations were considered unacceptable. The fact that the DBE firms quotation for the work is not the lowest quotation received will not in itself be considered as a sound reason for rejecting the quotation as unacceptable. The fact that the bidder has the ability and/or desire to perform the contract work with its own forces will not be considered as sound reason for rejecting a DBE quote. Nothing in this provision shall be construed to require the bidder to accept unreasonable quotes in order to satisfy contract goals.

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

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

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

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

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

DBE Replacement

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

(A) Performance Related Replacement

When a DBE is terminated or fails to complete its work on the contract for any reason, the Contractor shall take all necessary, reasonable steps to replace the DBE subcontractor with another DBE subcontractor to perform at least the same amount of work as the DBE that

was terminated. The Contractor is encouraged to first attempt to find another DBE firm to do the same work as the DBE that was being terminated.

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

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

(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) For each DBE contacted but rejected as unqualified, the reasons for the Contractor's conclusion.

(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 a Request for Subcontract has been received by the Department, the Department will not require the Prime Contractor to solicit replacement DBE participation equal to the remaining work to be performed by the decertified firm. The participation equal to the remaining work performed by the decertified firm will count toward the contract requirement.

(2) When a committed DBE is decertified prior to the Department receiving a Request for Subcontract for the named DBE firm, the Prime Contractor shall take all necessary and reasonable steps to replace the DBE subcontractor with another DBE subcontractor to perform at least the same amount of work to meet the contract goal or demonstrate that it has made a good faith effort to do so.

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 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

All requests for subcontracts involving DBE subcontractors shall be accompanied by a certification executed by both the Prime Contractor and the DBE subcontractor attesting to the agreed upon unit prices and extensions for the affected contract items. This information shall be submitted on the Department Form RS-1-D, located at: http://www.ncdot.org/doh/forms/files/FORMRS-1-D.doc unless otherwise approved by the Engineer. The Department reserves the right to require copies of actual subcontract agreements involving DBE subcontractors.

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

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

Reporting Disadvantaged Business Enterprise Participation

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

(1) Withholding of money due in the next partial pay estimate; or

(2) Removal of an approved contractor from the prequalified bidders' list or the removal of other entities from the approved subcontractors list.

(B) Paper Bids Reporting:

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

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

Prior to payment of the final estimate, the Contractor shall furnish an accounting of total payment to each DBE. A responsible fiscal officer of the payee contractor, subcontractor, or second tier subcontractor who can attest to the date and amounts of the payments shall certify that the accounting is correct.

While each contractor (prime, subcontractor, 2nd tier subcontractor) is responsible for accurate accounting of payments to 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 working on any DOT project until the required information is submitted.

Failure to Meet Contract Requirements

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

PROGRESS SCHEDULE:
(12-18-07) SP1 G70

Revise the *2006 Specifications* as follows:

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

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

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

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

The proposed progress schedule shall contain the following items:

(A) A time scale diagram with major work activities and milestone dates clearly labeled.
(B) A cash curve corresponding to the milestones and work activities established above.
(C) A written narrative that explains the sequence of work, the controlling operation(s), intermediate completion dates, milestones, project phasing, anticipated work schedule, and estimated resources. In addition, explain how permit requirements, submittal tracking, and coordination with subcontractors, utility companies and other entities will be performed.

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

Clearing and grubbing
Grading
Drainage
Soil stabilization
Aggregate base course
Pavement
Culverts
Bridges (including removal)
Signals, ITS, and lighting
Overhead signs

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

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

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

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

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

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

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

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:

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

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

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

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

SUBMISSION OF BIDS - ALTERNATES:
(7-15-08) SP1 G91

The *2006 Standard Specifications* are revised as follows:

Page 1-19, Subarticle 102-8(B)(2) is revised to delete the word "not".

Page 1-27, Subarticle 103-2(B)(4) Electronic Bids, delete and replace with the following:

Do not enter zero (0) in any unit price field unless zero is the intended bid for that item. Zero will be considered a valid bid. However, where zeros are entered for items that are authorized alternates to those items for which a non-zero bid price has been submitted, zeros will be deemed invalid.

Page 1-27, Subarticle 103-2(B)(5) Electronic Bids, delete and replace with the following:

(5) When the proposal allows alternate bids, the bidder shall submit a unit or lump sum price for every item in the proposal other than items that are authorized alternates to those items for which a bid price has been submitted. Where the bidder submits a unit price other than zero for all items of an authorized alternate, the Department will determine the lowest total price based on the alternates(s) bid.

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

SUBMISSION OF RECORDS - FEDERAL-AID PROJECTS:
(7-17-07) SP1 G103

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

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

MAINTENANCE OF THE PROJECT:
(11-20-07) SP1G125

Revise the *2006 Standard Specifications* as follows:

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

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

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

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

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

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

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

OUTSOURCING OUTSIDE THE USA:
(9-21-04) (5-16-06) SP1 G150

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

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

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

TWELVE MONTH GUARANTEE:
(7-15-03) 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 theDepartment. 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.

ACT OF GOD:
(12-19-06) SP 1 G151

Revise the 2006 Standard Specifications as follows:

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

GIFTS FROM VENDORS AND CONTRACTORS:
(12-15-09) SP1 G152

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

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

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

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

EROSION & SEDIMENT CONTROL/STORMWATER CERTIFICATION:
1-16-07 (Rev 1-15-08) SP1 G180

General

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

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

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

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

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

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

Roles and Responsibilities

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

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

(a) Oversee the work of subcontractors so that appropriate erosion and sediment/stormwater control preventive measures are conformed to at each stage of the work.
(b) Prepare the required weekly erosion control punchlist and submit to the Engineer.

(c) Attend all weekly or monthly construction meetings to discuss the findings of the NPDES inspection and other related issues.
(d) Implement the erosion and sediment/stormwater control site plans requested.
(e) Provide for erosion and sediment/stormwater control methods for the Contractor's temporary work not shown on the plans, such as, but not limited to work platforms, temporary construction, pumping operations, plant and storage yards, and cofferdams.
(f) Acquire applicable permits and comply with requirements for borrow pits, dewatering, and any temporary work conducted by the Contractor in jurisdictional areas.
(g) Conduct all erosion and sediment/stormwater control work in a timely and workmanlike manner.
(h) Fully install erosion and sediment/stormwater control work prior to suspension of the work.
(i) Coordinate with Department, Federal, State and Local Regulatory agencies on resolution of erosion and sediment/stormwater control issues due to the Contractor's operations.
(j) Ensure that proper cleanup occurs from vehicle tracking on paved surfaces and/or any location where sediment leaves the Right-of-Way.
(k) Have available a set of erosion control plans that has been properly updated to reflect necessary plan and field changes for use and review by Department personnel as well as regulatory agencies.

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

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

(b) Inspect E&SC/Stormwater devices at least once every 7 calendar days, twice weekly for 303(d) impaired streams, and within 24 hours after a significant rainfall event of 0.5 inches within 24 hours.
(c) Maintain an onsite rain gauge and a record of rainfall amounts and dates.
(d) Maintain E&SC/Stormwater inspection records for review by Department and Regulatory personnel upon request.
(e) Implement approved reclamation plans on all borrow pits and waste sites.
(f) Maintain a log of turbidity test results as outlined in the Department's Procedure for Monitoring Borrow Pit Discharge.
(g) Provide secondary containment for bulk storage of liquid materials.
(h) Provide training for employees concerning general E&SC/Stormwater awareness, the NPDES Permit requirements, and the requirements of the *General Permit, NCG010000*.

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

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

(a) Follow permit requirements related to the Contractor and subcontractors' construction activities.
(b) Ensure that all operators and/or subcontractor(s) on site have the proper erosion and sediment/stormwater control certification.
(c) Notify the Engineer when the required certified erosion and sediment/stormwater control personnel are not available on the job site when needed.
(d) Conduct the inspections required by the NPDES permit.
(e) Take corrective actions in the proper timeframe as required by the NPDES permit for problem areas identified during the NPDES inspections.
(f) Incorporate erosion control into the work in a timely manner and stabilize disturbed areas with mulch/seed or vegetative cover on a section-by-section basis.
(g) Maintain temporary erosion and sediment control devices.
(h) Remove temporary erosion or sediment control devices when they are no longer necessary as agreed upon by the Engineer.
(i) The Contractor's quality control and inspection procedures shall be subject to review by the Engineer. Maintain NPDES inspection records and make records available at all times for verification by the Engineer.

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

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

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

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

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

(1) Seeding and Mulching
(2) Temporary Seeding
(3) Temporary Mulching

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

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

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

Preconstruction Meeting

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

Ethical Responsibility

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

Revocation or Suspension of Certification

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

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

(A) Failure to adequately perform the duties as defined within the certification program
(B) Issuance of a continuing ICA, NOV, or Cease and Desist Order
(C) Failure to fully perform environmental commitments as detailed within the permit conditions and specifications
(D) Demonstration of erroneous documentation or reporting techniques

(E) Cheating or copying another candidate's work on an examination
(F) Intentional falsification of records
(G) Directing a subordinate under direct or indirect supervision to perform any of the above actions
(H) Dismissal from a company for any of the above reasons
(I) Suspension or revocation of one's certification within another state

Suspension or revocation of a certification will be sent by certified mail to the registrant and the Corporate Head of the company that employs the registrant.
A registrant has the right to appeal any adverse action which results in suspension or permanent revocation of certification by responding, in writing, to the Chief Engineer within 10 calendar days after receiving notice of the proposed adverse action.

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

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

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

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

Measurement and Payment

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

PROJECT SPECIAL PROVISIONS - ROADWAY

CLEARING AND GRUBBING:

Clearing and grubbing at the site shall have been performed in accordance with Article 200-3, 200-4 and 200-5 of the Standard Specifications. Perform clearing on this project to the limits established by Method "II" shown on Standard No. 200.02 of the *Roadway Standard Drawings*.

Payment for "Clearing and Grubbing" will be included at the lump sum bid price for "Excavation and Embankment." This price shall be full compensation for all materials, tools, equipment, labor, and for all incidentals necessary to complete the work.

EXCAVATION AND EMBANKMENT:

Description:

Furnish all labor, equipment, materials, and incidentals necessary to complete applicable items of work defined in Division 2, Division 5, Section 410, Section 412, Section 414, and Section 416 of the July 2006 Standard Specifications for Roads and Structures.

Materials:

All material shall conform to the Specifications or any applicable contract special provision.

Construction Methods:

All work shall be performed in accordance with the Specifications or any applicable contract special provision.

Basis of Payment:

All work covered by this section will be paid for at the contract lump sum price for "Excavation and Embankment."

EMBANKMENTS:

(5-16-06) (Rev 7-21-09) SP2R18

Revise the *Standard Specifications* as follows:

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

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

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

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

SHOULDER AND FILL SLOPE MATERIAL:
(5-21-02) SP2 R45 A

Description

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

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

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

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

Measurement and Payment

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

FINE GRADING SUBGRADE, SHOULDERS AND DITCHES:
(7-21-09) SP5R01

Revise the *Standard Specifications* as follows:

Page 5-1, Article 500-1 Description, replace the first sentence with the following:

Perform the work covered by this section including but not limited to preparing, grading, shaping, manipulating moisture content, and compacting either an unstabilized or stabilized roadbed to a condition suitable for placement of base course, pavement, and shoulders.

ASPHALT PAVEMENTS - SUPERPAVE:
(7-18-06)(Rev 10-20-09) SP6R01

Revise the *2006 Standard Specifications* as follows:

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

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

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

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

First paragraph, delete and replace with the following.

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

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

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

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

or ASTM D 2041

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

(i) Option 1
Insert the following immediately after the first paragraph:

(ii) Option 2

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

Second paragraph, delete and replace with the following:

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

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

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

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

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

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

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

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

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

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

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

CONTROL LIMITS

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

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

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

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

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

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

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

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

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

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

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

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

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

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

Failure to stop production and make adjustments when required due to two consecutive moving average values falling outside the moving average limits will subject all mix produced from the stop point tonnage to the tonnage point when the moving average is back on or within the moving average limits or to the tonnage point when production is actually stopped, whichever occurs first, to being considered unacceptable. Remove this

material and replaced with materials that comply with the Specifications at no additional costs to the Department, unless otherwise approved. Payment will be made for the actual quantities of materials required to replace the removed quantities, not to exceed the original amounts.

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

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

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

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

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

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

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

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

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

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

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

(H) By any combination of the above

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

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

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

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

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

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

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

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

TABLE 610-2
SUPERPAVE MIX DESIGN CRITERIA

Mix Type	Design ESALs Millions (a)	Binder PG Grade (b)	Compaction Levels No. Gyrations @		Max. Rut Depth (mm)	Volumetric Properties (c)			
			N_{ini}	N_{des}		VMA % Min.	VTM %	VFA Min. - Max.	$\%G_{mm}$ @ N_{ini}
S-4.75A**(e)**	< 0.3	64 -22	6	50	-----	20.0	7.0 - 15.0	-----	-----
SF-9.5A	< 0.3	64 -22	6	50	11.5	16.0	3.0 - 5.0	70 - 80	≤ 91.5
S-9.5B	0.3 - 3	64 -22	7	65	9.5	15.5	3.0 - 5.0	65 - 80	≤ 90.5
S-9.5C	3 - 30	70 -22	7	75	6.5	15.5	3.0 - 5.0	65 - 78	≤ 90.5
S-9.5D	> 30	76 -22	8	100	4.5	15.5	3.0 - 5.0	65 - 78	≤ 90.0
S-12.5C	3 - 30	70 -22	7	75	6.5	14.5	3.0 - 5.0	65 - 78	≤ 90.5
S-12.5D	> 30	76 -22	8	100	4.5	14.5	3.0 - 5.0	65 - 78	≤ 90.0
I-19.0B	< 3	64 -22	7	65	-----	13.5	3.0 - 5.0	65 - 78	≤ 90.5
I-19.0C	3 - 30	64 -22	7	75	-----	13.5	3.0 - 5.0	65 - 78	≤ 90.0
I-19.0D	> 30	70 -22	8	100	-----	13.5	3.0 - 5.0	65 - 78	≤ 90.0
B-25.0B	< 3	64 -22	7	65	-----	12.5	3.0 - 5.0	65 - 78	≤ 90.5
B-25.0C	> 3	64 -22	7	75	-----	12.5	3.0 - 5.0	65 - 78	≤ 90.0
All Mix Types	**Design Parameter** 1. Dust to Binder Ratio ($P_{0.075}$ / P_{be}) 2. Retained Tensile Strength (TSR) (AASHTO T283 Modified)					**Design Criteria** 0.6 – 1.4 85% Min. **(d)**			

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

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

V. TABLE 610-2A

W. SUPERPAVE MIX DESIGN CRITERIA

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

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

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

TABLE 610-3
ASPHALT PLACEMENT- MINIMUM TEMPERATURE REQUIREMENTS

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

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

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

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

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

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

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

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

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

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

Sixth paragraph, delete the last sentence.

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

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

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

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

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

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

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

(5) Sand Seal

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

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

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

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

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

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

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

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

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

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

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

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

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

(1) Mix Design RAS

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

(2) Mix Production RAS

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

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

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

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

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

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

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

0-6% RAS	
P_b %	±1.6%
Sieve Size (mm)	Tolerance
9.5	±1
4.75	±5
2.36	±4
1.18	±4
0.300	±4
0.150	±4
0.075	±2.0

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

(G) Reclaimed Asphalt Pavement (RAP)

(1) Mix Design RAP

Incorporate RAP from stockpiles or other sources that have been tested for uniformity of gradation and binder content prior to use in an asphalt mix

design. Use reclaimed asphalt pavement that meets all requirements specified for *one of* the following *two* classifications.

(a) Millings

Existing reclaimed asphalt pavement (RAP) that is removed from its original location by a milling process as specified in Section 607. Millings should be such that it has a uniform gradation and binder content and all materials will pass a 2" sieve prior to introduction into the plant mixer unit.

(b) Processed RAP

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

(c) Fractionated RAP

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

(d) Approved Stockpiled RAP

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

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

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

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

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

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

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

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

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

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

(2) Mix Production RAP

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

(a) Mix Design RAP

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

(b) New Source RAP

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

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

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

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

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

If the gradation, binder content, or any of the volumetric mix properties are not within the allowable tolerances of Table 1012-2, do not use the new source RAP unless approved by the Engineer. The Contractor may

elect to either not use the stockpile, to request an adjustment to the JMF, or to redesign the mix.

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

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

ASPHALT BINDER CONTENT OF ASPHALT PLANT MIXES:
(11-21-00) SP6 R15

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

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

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

PRICE ADJUSTMENT - ASPHALT BINDER FOR PLANT MIX:
(11-21-00) SP6 R25

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

The base price index for asphalt binder for plant mix is $455.00 per ton.

This base price index represents an average of F.O.B. selling prices of asphalt binder at supplier's terminals on 10/01/10.

BORROW EXCAVATION AND SHPO DOCUMENTATION FOR BORROW/WASTE SITES:

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

Revise the *2006 Standard Specifications* as follows:

Division 2 Earthwork

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

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

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

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

Division 8 Incidentals

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

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

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

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

GUARDRAIL ANCHOR UNITS, TYPE 350:
(4-20-04) SP8 R65

Description

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

Materials

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

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

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

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

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

Prior to installation the Contractor shall submit to the Engineer:

(A) FHWA acceptance letter for each guardrail anchor unit certifying it meets the requirements of NCHRP Report 350, Test Level 3, in accordance with Section 106-2 of the Standard Specifications.

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

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

Construction Methods

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

Measurement and Payment

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

Payment will be made under:

Pay Item	**Pay Unit**
Guardrail Anchor Units, Type 350	Each

GALVANIZED HIGH STRENGTH BOLTS, NUTS AND WASHERS:
(2-17-09) SP10 R02

Revise the *Standard Specifications* as follows:

Page 10-126, Subarticle 1072-7(F)(3) Change the AASHTO reference to B 695 Class 55

Page 10-247, Table 1092-2, Steel Sign Materials, Change High Strength Bolts, Nuts & Washers ASTM Specifications for Galvanizing to B695 Class 55.

Page 10-259, Subarticle 1094-1(A) Breakaway or Simple Steel Beam Sign Supports, replace the third paragraph with the following:

> Fabricate high strength bolts, nuts, and washers required for breakaway supports from steel in accordance with ASTM A325 and galvanize in accordance with AASHTO B 695 Class 55.

Page 10-261, Article 1096-2 Steel Overhead Sign Structures, replace the last sentence with the following:

> The galvanizing shall meet the requirement of AASHTO B 695 Class 55 for fasteners and of ASTM A123 for other structural steel.

AGGREGATE PRODUCTION:
(11-20-01) SP10 R05

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

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

AGGREGATES FOR ASPHALT PAVEMENTS AND SURFACE TREATMENTS (Ultra-Thin):
(7-18-06) SP10 R15

Revise the *2006 Standard Specifications* as follows:

Page 10-40, Subarticle 1012-1(A), add the following at the end of the last paragraph, last sentence:

or ultra-thin bonded wearing course.

Page 10-41, Table 1012-1, add the following as the last row of the Table:

UBWC	*100/85*	*40*	*45*	*10*

Page 10-42, Subarticle 1012-1(B)(6), add as the last sentence:

The percentage loss for aggregate used in UBWC shall be no more than 35%.

PORTLAND CEMENT CONCRETE (Alkali-Silica Reaction):
2-20-07 SP10 R16

Revise the *2006 Standard Specifications* as follows:

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

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

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

Table 1024-1
Pozzolans for Use in Portland Cement Concrete

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

ENGINEERING FABRICS TABLE 1056-1:
(7-18-06) SP10 R40

Revise the *Standard Specifications* as follows:

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

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

PROJECT SPECIAL PROVISIONS - EROSION CONTROL

NATIVE GRASS SEEDING AND MULCHING: **Bluegrass**

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

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

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

Approved Kentucky Bluegrass Cultivars:

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

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

Temporary Seeding

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

Fertilizer Topdressing

Fertilizer used for topdressing shall be 16-8-8 grade and shall be applied at the rate of 500 pounds per acre. A different analysis of fertilizer may be used provided the 2-1-1 ratio is maintained and

the rate of application adjusted to provide the same amount of plant food as 16-8-8 analysis and as directed.

Supplemental Seeding

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

Mowing

The minimum mowing height shall be 6 inches.

Measurement and Payment

Native Grass *Seeding and Mulching* will be paid for under *Generic Erosion Control*.

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

Provide coir fiber mat to meet the following requirements:

100% coconut fiber (coir) twine woven into high strength matrix	
Thickness -	0.30 in. minimum
Tensile Strength	1348 x 626 lb/ft minimum
Elongation	34% x 38% maximum
Flexibility (mg-cm)	65030 x 29590
Flow Velocity	Observed 11 ft/sec
Weight	20 oz/SY
Size	6.6 x 164 ft (120 SY)
“C” Factor	0.002
Open Area (measured)	50%

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

Payment will be made under:

Pay Item	**Pay Unit**
Coir Fiber Mat	Square Yard

ENVIRONMENTALLY SENSITIVE AREAS:

Description

This project is located in an *Environmentally Sensitive Area*. This designation requires special procedures to be used for clearing and grubbing, temporary stream crossings, and grading operations within the Environmentally Sensitive Areas identified on the plans and as designated by the Engineer. This also requires special procedures to be used for seeding and mulching and staged seeding within the project. The Environmentally Sensitive Area shall be defined as a 50 foot buffer zone on both sides of the stream or depression measured from top of stream bank or center of depression.

Construction Methods

(A) Clearing and Grubbing

In areas identified as Environmentally Sensitive Areas, the Contractor may perform clearing operations, but not grubbing operations until immediately prior to beginning grading operations as described in Article 200-1 of the *Standard Specifications*. Only clearing operations (not grubbing) shall be allowed in this buffer zone until immediately prior to beginning grading operations. Erosion control devices shall be installed immediately following the clearing operation.

(B) Grading

Once grading operations begin in identified Environmentally Sensitive Areas, work shall progress in a continuous manner until complete. All construction within these areas shall progress in a continuous manner such that each phase is complete and areas are permanently stabilized prior to beginning of next phase. Failure on the part of the Contractor to complete any phase of construction in a continuous manner in Environmentally Sensitive Areas will be just cause for the Engineer to direct the suspension of work in accordance with Article 108-7 of the *Standard Specifications*.

(C) Temporary Stream Crossings

Any crossing of streams within the limits of this project shall be accomplished in accordance with the requirements of Subarticle 107-13(B) of the *Standard Specifications*.

(D) Seeding and Mulching

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. Seeding and mulching shall be performed on the areas disturbed by construction immediately following final grade establishment. No appreciable time shall lapse into the contract time without stabilization of slopes, ditches and other areas within the Environmentally Sensitive Areas.

(E) Stage Seeding

The work covered by this section shall consist of the establishment of a vegetative cover on cut and fill slopes as grading progresses. Seeding and mulching shall be done in stages on cut and fill slopes that are greater than 20 feet in height measured along the slope, or greater than 2 acres in area. Each stage shall not exceed the limits stated above. Additional payments will not be made for the requirements of this section, as the cost for this work shall be included in the contract unit prices for the work involved.

GRAVEL CONSTRUCTION ENTRANCE:

Description

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

Materials

Refer to Division 10

Item Section

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

Construction Methods

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

Measurement and Payment

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

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

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

MINIMIZE REMOVAL OF VEGETATION:

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

REFORESTATION:

Description

Reforestation will be planted within interchanges and along the outside borders of the road, and in other areas as directed. *Reforestation* is not shown on the plan sheets. See the Reforestation Detail Sheet. All non-maintained riparian buffers impacted by the placement of temporary fill or learing activities shall be restored to the preconstruction contours and revegetated with native woody species.

The entire *Reforestation* operation shall comply with the requirements of Section 1670 of the *Standard Specifications*.

Materials

Reforestation shall be bare root seedlings 12"-18" tall.

Construction Methods

Reforestation shall be shall be planted as soon as practical following permanent S*eeding and Mulching*. The seedlings shall be planted in a 16-foot wide swath adjacent to mowing pattern line, or as directed.

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: *Reforestation* shall be planted from November 15 through March 15.

Measurement and Payment

Reforestation will be measured and paid for in accordance with Article 1670-17 of the *Standard Specifications*.

RESPONSE FOR EROSION CONTROL:

Description

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

(A) Seeding and Mulching
(B) Temporary Seeding and Mulching

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

Construction Methods

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

Measurement and Payment

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

Payment will be made under:

Pay Item	**Pay Unit**
Response for Erosion Control	Each

SAFETY FENCE:

Description

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

Materials

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

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

Construction Methods

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

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

Posts shall be set and maintained in a vertical position and may be hand set or set with a post driver. If hand set, all backfill material shall be thoroughly tamped. Wood posts may be sharpened to a dull point if power driven. Posts damaged by power driving shall be removed and replaced prior to final acceptance. The tops of all wood posts shall be cut at a 30-degree angle. The wood posts may, at the option of the Contractor, be cut at this angle either before or after the posts are erected.

The fence fabric shall be attached to the wood posts with one 2" galvanized wire staple across each cable or to the steel posts with wire or other acceptable means.
The Contractor shall be required to maintain the safety fence in a satisfactory condition for the duration of the project as determined by the Engineer.

Measurement and Payment

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

Payment will be made under:

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

SPECIALIZED HAND MOWING:

Description

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

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

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

Measurement and Payment

Specialized Hand Mowing will be measured and paid for as the actual number of man hours worked while hand mowing along the surface of the ground, as directed. Where an area has been

mowed more than once, as directed, separate measurement will be made each time the area is mowed.

Payment will be made under *Generic Erosion Control*.

LAWN TYPE APPEARANCE:

All areas adjacent to lawns must be hand finished as directed to give a lawn type appearance. Remove all trash, debris, and stones ¾" and larger in diameter or other obstructions that could interfere with providing a smooth lawn type appearance. These areas shall be reseeded to match their original vegetative conditions, unless directed otherwise by the Field Operations Engineer.

SPECIAL STILLING BASIN:

Description

This work consists of furnishing, placing, and removing special stilling basin(s) as directed. The special stilling basin shall be used to filter pumped water during construction of drilled piers, footing excavation, and/or culvert construction. The special stilling basin shall also be used for sediment storage at the outlet of temporary slope drain pipe(s).

Materials

Refer to Division 10

Item	1. Section
Filter Fabric for Drainage, Type 2	1056
Sediment Control Stone	1005

The filter fabric and sediment control stone shall be clean and shall not contain debris.

The special stilling basin shall be a water permeable fabric bag that traps sand, silt, and fines as sediment-laden water is pumped into it, or as runoff flows into it through the temporary slope drain pipe(s).

The special stilling basin shall be a bag constructed to a minimum size of 10’ x 15’ made from a nonwoven fabric. It shall have a sewn-in 8" (maximum) spout for receiving pump discharge. The bag seams shall be sewn with a double needle machine using a high strength thread. The seams shall have minimum wide width strength as follows:

Test Method	Minimum Specifications
ASTM D-4884	60 lb/in

The fabric used to construct the bag shall be stabilized to provide resistance to ultra-violet degradation and meet the following specifications for flow rates, strength, and permeability:

Property	Test Method	Minimum Specifications
Weight	ASTM D-3776	8.0 oz/yd
Grab tensile	ASTM D-4632	200.0 lb

Puncture	ASTM D-4833	130.0 lb
Flow rate	ASTM D-4491	80.0 gal/min/sf
Permittivity	ASTM D-4491	1.2 1/sec
UV Resistance	ASTM D-4355	70.0%

Construction Methods

The Contractor shall install the special stilling basin(s), filter fabric, and stone in accordance with Standard Drawing No. 1630.06 and at locations on the plans and as directed.

The special stilling basin(s) shall be constructed such that it is portable and can be used adjacent to each drilled pier, footing, and/or culvert. Temporary slope drain pipe(s) shall be attached to the special stilling basin(s) so that the runoff in the slope drain pipe(s) flows directly into the special stilling basin(s). The special stilling basin(s) shall be placed so the incoming water flows into and through the bag without causing erosion. The neck or spout of the bag shall be tied off tightly to stop the water from flowing out of the bag without going through the walls. If applicable, the neck or spout of the silt bag shall be cut to allow for a slope drain pipe to be inserted into the special stilling basin, and tied off tightly to stop the water from flowing out of the bag.

The special stilling basin(s) shall be replaced and disposed of when it is ¾ full of sediment or when it is impractical for the bag to filter the sediment out at a reasonable flow rate. Prior approval from the Engineer shall be received before removal and replacement.

The Contractor shall be responsible for providing a sufficient quantity of bags to contain silt from pumped effluent during construction of drilled piers, footing excavation, and/or culvert construction. A sufficient quantity of special stilling basins shall be provided to contain sediment from temporary slope drain runoff.

Measurement and Payment

Special Stilling Basin will be measured and paid as the actual number of bags used during temporary slope drain installation, drilled pier construction, footing excavation, and/or culvert construction as specified and accepted.

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

Sediment Control Stone will be measured and paid for in accordance with Article 1610-4 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, placing and maintaining the special stilling basin(s), and removal and disposal of silt accumulations and bag.

Payment will be made under:

Pay Item	**Pay Unit**
Special Stilling Basin	Each

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.

SEEDING AND MULCHING

Seed Mixes for Bridge Maintenance P.O. Contracts ONLY

Seed Mix East

Divisions:	Counties:
1	Currituck, Dare, Hyde, Bertie, Camden, Chowan, Gates, Hertford, Martin, Northampton, Pasquotank, Perquimans, Tyrell, Washington
2	Beaufort, Carteret, Craven, Pamlico, Greene, Jones, Lenoir, Pitt
3	Brunswick, New Hanover, Onslow, Pender, Duplin, Sampson
4	Edgecombe, Halifax, Johnston, Nash, Wayne, Wilson
5	Durham, Franklin, Granville, Person, Vance, Wake, Warren
6	Bladen, Columbus, Cumberland, Harnett, Robeson
7	Alamance, Guilford, Orange
8	Chatham, Hoke, Lee, Montgomery, Moore, Randolph, Richmond, Scotland
10	Anson

Seed Mix West

Divisions:	Counties:
7	Caswell, Rockingham
9	Davidson, Davie, Forsyth, Rowan, Stokes
10	Cabarrus, Mecklenburg, Stanly, Union
11	Alleghany, Ashe, Avery, Caldwell, Surry, Watauga, Wilkes, Yadkin
12	Alexander, Catawba, Cleveland, Gaston, Iredell, Lincoln

Seed Mix WestEd

13	Burke, McDowell, Rutherford, Buncombe, Madison, **Mitchell,** Yancey
14	Polk, Cherokee, Clay, Graham, Haywood, Henderson, Jackson, Macon Swain, Transylvania

Seed Mix WestEd

SEEDING AND MULCHING:

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

Shoulder and Median Areas

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

Areas Beyond the Mowing Pattern, Waste and Borrow Areas:

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

Approved Tall Fescue Cultivars

2nd Millennium	Duster	Magellan	Rendition
Avenger	Endeavor	Masterpiece	Scorpion
Barlexas	Escalade	Matador	Shelby
Barlexas II	Falcon II, III, IV & V	Matador GT	Signia
Barrera	Fidelity	Millennium	Silverstar
Barrington	Finesse II	Montauk	Southern Choice II
Biltmore	Firebird	Mustang 3	Stetson
Bingo	Focus	Olympic Gold	Tarheel
Bravo	Grande II	Padre	Titan Ltd
Cayenne	Greenkeeper	Paraiso	Titanium
Chapel Hill	Greystone	Picasso	Tomahawk
Chesapeake	Inferno	Piedmont	Tacer
Constitution	Justice	Pure Gold	Trooper
Chipper	Jaguar 3	Prospect	Turbo
Coronado	Kalahari	Quest	Ultimate
Coyote	Kentucky 31	Rebel Exeda	Watchdog
Davinci	Kitty Hawk	Rebel Sentry	Wolfpack
Dynasty	Kitty Hawk 2000	Regiment II	
Dominion	Lexington	Rembrandt	

Approved Kentucky Bluegrass Cultivars:

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

Approved Hard Fescue Cultivars:

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

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

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

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

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.

STANDARD SPECIAL PROVISION
NCDOT GENERAL SEED SPECIFICATION FOR SEED QUALITY

11-18-08 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 refer to the number per pound as follows:

Restricted Noxious Weed	Limitations per Lb. Of Seed	Restricted Noxious Weed	Limitations per Lb. of Seed
Blessed Thistle	4 seeds	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)
Kobe Lespedeza
Korean Lespedeza
Weeping Lovegrass
Carpetgrass
Bermudagrass
Browntop Millet
German Millet - Strain R
Clover - Red/White/Crimson

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

Common or Sweet Sundangrass

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

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

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

Centipedegrass
Crownvetch
Pensacola Bahiagrass
Japanese Millet
Reed Canary Grass
Zoysia

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
Orchardgrass
Switchgrass
Yellow Blossom Sweet Clover
Indiangrass

PROJECT SPECIAL PROVISIONS - STRUCTURE

FALSEWORK AND FORMWORK: (8-4-09)

1.0 Description

Use this Special Provision as a guide to develop temporary works submittals required by the Standard Specifications or other provisions; no additional submittals are required herein. Such temporary works include, but are not limited to, falsework and formwork.
Falsework is any temporary construction used to support the permanent structure until it becomes self-supporting. Formwork is the temporary structure or mold used to retain plastic or fluid concrete in its designated shape until it hardens. Access scaffolding is a temporary structure that functions as a work platform that supports construction personnel, materials, and tools, but is not intended to support the structure. Scaffolding systems that are used to temporarily support permanent structures (as opposed to functioning as work platforms) are considered to be falsework under the definitions given. Shoring is a component of falsework such as horizontal, vertical, or inclined support members. Where the term "temporary works" is used, it includes all of the temporary facilities used in bridge construction that do not become part of the permanent structure.

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

2.0 Materials

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

3.0 Design Requirements

A. Working Drawings

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

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

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

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

1. Wind Loads

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

Table 2.2 - Wind Pressure Values

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

2. Time of Removal

The following requirements replace those of Article 3.4.8.2.
Do not remove forms until the concrete has attained strengths required in Article 420-16 of the Standard Specifications and these Special Provisions.

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

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

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

Note on the working drawings any anchorages, connectors, inserts, steel sleeves or other such devices used as part of the falsework or formwork that remains in the permanent structure. If the plan notes indicate that the structure contains the necessary corrosion protection required for a Corrosive Site, epoxy coat, galvanize, metallize or otherwise protect these devices. Electroplating will not be allowed. Any coating required by the Engineer will be considered incidental to the various pay items requiring temporary works.

B. Review and Approval

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

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

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

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

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

If requested by the Engineer, submit with the working drawings manufacturer's catalog data listing the weight of all construction equipment that will be supported on the temporary work. Show anticipated total settlements and/or deflections of falsework and forms on the working drawings. Include falsework footing settlements, joint take-up, and deflection of beams or girders. Falsework hangers that support concentrated loads and are installed at the edge of thin top flange concrete girders (such as bulb tee girders) shall be spaced so as not to exceed 75% of the manufacturer's stated safe working load. Use of dual leg hangers (such as Meadow Burke HF-42 and HF-43) are not allowed. Design the falsework and forms supporting deck slabs and overhangs on girder bridges so that there will be no differential settlement between the girders and the deck forms during placement of deck concrete.

4.0 Construction Requirements

All requirements of Section 420 of the Standard Specifications apply.

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

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

concrete structures, make sure that the calculated deflection of falsework flexural members does not exceed 1/240 of their span regardless of whether or not the deflection is compensated by camber strips.

A. Maintenance and Inspection

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

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

B. Foundations

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

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

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

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

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

5.0 Removal

Unless otherwise permitted, remove and keep all temporary works upon completion of the work. Do not disturb or otherwise damage the finished work.
Remove temporary works in conformance with the contract documents. Remove them in such a manner as to permit the structure to uniformly and gradually take the stresses due to its own weight.

6.0 Method of Measurement

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

7.0 Basis of Payment

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

CONSTRUCTION OF SUPERSTRUCTURE:

Furnish and erect precast prestressed concrete cored slabs, elastomeric bearings, cast in place concrete barrier rails on the bridge and applicable grouting.

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

No measurement will be made for these items. The price and payment below will be full compensation for all work covered by this provision including but not limited to furnishing all materials, labor, tools, equipment and all incidentals necessary to complete the work.

Payment will be made under:

Construction of Superstructure……..…….Lump Sum

CONSTRUCTION OF SUBSTRUCTURE:

Description:

The work covered by this special provision consists of furnishing all labor, equipment, materials, and incidentals necessary to complete the construction of the substructure as is defined in Article 101-3 of the July 2006 Standard Specifications for Roads and Structures.

Materials:

All material shall conform to the Specifications or any applicable contract special provision.

Construction Methods:

All work shall be performed in accordance with the contract plans and the Standard Specifications or any applicable contract special provision.

Basis of Payment:

All work covered by this section will be paid for at the contract lump sum price for "Construction of Substructure" except as noted below.

"HP 12 x 53 Steel Piles" and "Steel Pile Points for HP 12x53 Steel Piles" will be paid for in accordance with other provisions in this Contract.

CRANE SAFETY: (8-15-05)

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

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

Crane Safety Submittal List

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

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

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

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

PILES: (3-5-10)

Revise the *Standard Specifications* as follows:

Page 4-71, Delete Section 450 **BEARING PILES** and replace it with the following:

1.0 DESCRIPTION

Furnish and install piles with sufficient lengths in accordance with the contract and accepted submittals. Provide steel and prestressed concrete piles and composite piles with both concrete and steel sections as shown on the plans. Drive and drill in piles and use pile tips

and accessories as shown on the plans. Galvanize, restrike, redrive, splice, cut off and build up piles and perform predrilling, spudding and pile driving analyzer (PDA) testing as necessary or required. For this provision, "pile embedment" refers to the required pile embedment in the cap or footing and "pile penetration" refers to the minimum required pile tip elevation or penetration into natural ground, whichever is deeper.

2.0 MATERIALS

Refer to Division 10 of the *Standard Specifications*:

Item	Section
Flowable Fill, Non-Excavatable	340
Portland Cement Concrete, Class A	1000
Reinforcing Steel	1070
Steel Pipe Pile Plates	1072
Steel and Prestressed Concrete Piles	1084

For drilled-in piles, use Class A Concrete in accordance with Article 1000-4 of the Standard Specifications except as modified herein. Provide concrete with a slump of 6 to 8 inches (150 to 200 mm). Use an approved high-range water reducer to achieve this slump.

For galvanized steel piles, see Section 1076 of the *Standard Specifications*. For composite piles with both prestressed concrete and steel H pile sections, use prestressed concrete piles and steel H piles in accordance with Section 1084 of the *Standard Specifications*. Use steel pile points and splicers approved by the NCDOT Materials & Tests (M&T) Unit. Obtain a list of approved pile points and splicers from:
https://apps.dot.state.nc.us/vendor/approvedproducts/

3.0 PILE LENGTHS

The estimated pile lengths shown on the plans are for bid purposes only. Provide piles of sufficient lengths for the required driving resistance, pile penetration and pile embedment. At the Contractor's option and no additional cost to the Department, make investigations as necessary to determine required pile lengths.

4.0 CONSTRUCTION METHODS

A. Handling and Storing Piles

Handle, transport and store piles so that piles are kept clean and undamaged. Do not use chains, cables or hooks that can damage or scar piles. Do not damage coatings on steel piles. When handling prestressed concrete piles, support piles at pick-up points as shown on the plans.

Protect steel piles as far as practicable from corrosion. Store piles above ground upon platform skids, or other supports, and keep free from dirt, grease, vegetation and other foreign material. Damaged, bent or cracked piles will be rejected.

B. Pile Installation

If applicable, completely excavate for caps and footings before installing piles. If applicable and unless noted otherwise on the plans, construct embankments to bottom of cap or footing elevations for a horizontal distance of 50 ft (15 m) from any pile except where fill slopes are within 50 ft (15 m) of a pile.

Install piles with the following tolerances.

1. Axial alignment within ¼ inch per foot (21 mm per meter) of vertical or batter shown on the plans

2. Horizontal alignment within 3" (75 mm) of plan location, longitudinally and transversely

3. Pile embedment within 3" (75 mm) more and 2" (50 mm) less of the embedment shown on the plans

No additional payment will be made for increased cap or footing dimensions due to piles installed out of position.

If necessary, build up prestressed concrete piles or splice steel piles as shown on the plans. Do not use more than 3 sections (2 splices) of steel piling per pile. Cut off piles at required elevations along a plane normal to the axis of the pile as necessary. Do not damage or spall piles when cutting off prestressed concrete piles.

C. Pile Accessories

If required, use pile accessories including pipe pile plates and steel pile points and splicers as shown on the plans. Perform any welding in accordance with the contract. Weld pipe pile plates with the specified dimensions to steel pipe piles as shown on the plans.

Attach steel pile points to steel piles in accordance with the manufacturer's instructions. The minimum weld length is twice the flange width for steel H piles.

Use steel pile tips with prestressed concrete piles as shown on the plans. Use steel pile splicers for splicing steel H pile tips and composite piles. Attach pile splicers in accordance with the manufacturer's instructions.

D. Driven Piles

When predrilling, spudding and installing the initial portions of steel piles with vibratory hammers, submit these pile installation methods with the proposed pile driving methods and equipment for review and acceptance. Spudding is defined as driving or dropping a steel H pile and then removing it. The Engineer will approve the predrilling depth and diameter, spudding depth and H pile size and depth of pile installation with a vibratory hammer. Do not use vibratory hammers to install prestressed concrete piles.

Drive piles in accordance with the accepted submittals and this provision. Unless otherwise approved, do not drive piles within 50 ft (15 m) of cast-in-place concrete until the concrete cures for at least 3 days.

Limit driving stresses in accordance with the AASHTO LRFD Bridge Design Specifications. If a tip elevation is noted on the plans for steel and prestressed concrete piles, drive piles to the minimum required driving resistance and tip elevation. Otherwise, drive steel and prestressed concrete piles to the minimum required driving resistance and a penetration into natural ground of at least 10 ft (3 m). For composite piles, drive piles to the minimum required driving resistance and the prestressed concrete and steel H pile sections to their respective minimum required tip elevations noted on the plans.

Also, drive piles to the minimum required tip elevation or penetration into natural ground, whichever is deeper, in a continuous operation unless stopped due to exceeding the maximum blow count or driving stresses, insufficient pile length or other approved reasons. Natural ground within an area of a new embankment is defined as the bottom of the embankment or footings, whichever is lower.

Protect coatings in an approved manner when driving coated steel piles through templates. Redrive piles raised or moved laterally due to driving adjacent piles.

1. Predrilling and Spudding

   If necessary or required, perform predrilling for piles and spudding with a steel H pile as noted on the plans or in accordance with the accepted submittals. Predrill pile locations to the specified elevations noted on the plans, revised elevations approved by the Engineer or depths in accordance with the accepted submittals. When noted on the plans and at the Contractor's option, spudding may be used in lieu of predrilling. Do not perform spudding below specified predrilling elevations, revised elevations approved by the Engineer or depths in accordance with the accepted submittals.

   When noted on the plans or predrilling in water or wetlands, use temporary steel casings meeting the requirements of steel casings for pile excavation in accordance with this provision with the exception of casing diameter. For steel casing diameters, use casings with a minimum inside diameter equal to the predrilling diameter. Use steel casings from a minimum of 2 ft (0.6 m) above the static water elevation or ground line, whichever is higher, to a minimum of 5 ft (1.5 m) below the ground or mud line. More than 5 ft (1.5 m) embedment may be necessary if steel casings are not stable or predrilling or spudding disturbs material outside the casings.

   Perform predrilling and spudding such that large ground movements and voids below ground do not occur and piles can be driven to the required resistance and pile penetration. Do not deposit spoils above the ground or mud line in water or wetlands. Dispose of spoils in accordance with Section 802 of the *Standard Specifications* and as directed by the Engineer. When predrilling or spudding is complete, remove all steel casings before driving piles.

2. Driving Equipment

   Submit the proposed pile driving methods and equipment (pile driving equipment data form) including the pile driving hammer, hammer cushion, pile helmet and cushion for all piles for review and acceptance. Do not submit more than two pile driving hammers per pile type per submittal. Provide 2 copies of this form at least 30 calendar days before driving piles. All equipment is subject to satisfactory field performance.

   Drive piles with accepted driving equipment using air, steam or diesel hammers. Use pile driving hammers that will not overstress piles and provide the required driving resistance at a blows per foot ranging from 30 to 180. Use a variable energy hammer to drive prestressed concrete piles.

   Operate air and steam hammers within the manufacturer's specified ranges and 10% of the manufacturer's rated speed in blows per minute or a rate approved by the Engineer. Use a plant and equipment for air or steam hammers with sufficient capacity to maintain, under working conditions, the volume and pressure specified by the manufacturer. Equip the plant and equipment with accurate pressure gauges that are easily accessible. Provide striking parts of air and steam hammers that weigh at least one-third the weight of the pile helmet and pile, with a minimum weight of 2,750 lbs (1,250 kg).

   Equip open-end (single acting) diesel hammers with a graduated scale (jump stick) extending above the ram cylinder, graduated rings or grooves on the ram or an electric sound activated remote measuring instrument to determine the hammer stroke during driving. Equip closed-end (double acting) diesel hammers with a calibrated bounce chamber pressure gauge mounted near the ground and provide a current calibrated chart or graph equating bounce chamber pressure and gauge hose length to equivalent energy. Submit this chart or graph with the proposed pile driving methods and equipment for closed-end diesel hammers.

   Hold pile heads in position with pile helmets that closely fit over the pile heads and extend down the sides of piles a sufficient distance. Protect pile heads of prestressed concrete piles from direct impact with accepted pile cushions. Use pile cushions made of pine plywood with a minimum thickness of 4" (100 mm). Unless otherwise approved, provide a new pile cushion for each prestressed concrete pile. Replace pile cushions during driving when a cushion is compressed more than one-half its original thickness or begins to burn.

   The Engineer may inspect the hammer cushion before beginning driving and periodically throughout the project. Expose the hammer cushion for inspection as directed by the Engineer. Replace or repair any hammer cushion that is less than 25% of its original thickness.

3. Required Driving Resistance

   The Engineer will determine the acceptability of the proposed pile driving methods and equipment and provide the blows per foot and equivalent set for 10 blows for the required driving resistance. The minimum required driving resistance is equal to the

factored resistance noted on the plans plus any additional resistance for downdrag and scour, if applicable, divided by a resistance factor. When performing PDA testing in accordance with the AASHTO LRFD Bridge Design Specifications, the resistance factor is 0.75. Otherwise, the resistance factor for the wave equation analysis is 0.60.

Unless otherwise approved, stop driving piles when refusal is reached. Refusal is defined as 240 blows per foot or any equivalent set.

4. Redriving Piles

Once the required pile penetration is achieved, the Contractor may choose to or the Engineer may require the Contractor to stop driving, wait and restrike or redrive piles to achieve the required driving resistance. If the Contractor chooses to restrike or redrive piles, no payment will be made for restrikes or redrives. If the Engineer requires the Contractor to restrike or redrive piles, payment will be made in accordance with section 5.0 of this provision. When the Engineer requires restrikes or redrives, the Engineer will determine the number of restrikes or redrives and the time to wait after stopping driving and between restrikes and redrives. The time to wait will range from 4 to 24 hours.

Use the same pile driving methods, equipment and compressed pile cushion from the previous driving to restrike or redrive the pile unless the cushion is unacceptable due to deterioration. Do not use a cold diesel hammer for a restrike or redrive, unless it is impractical to do otherwise as determined by the Engineer. In general, warm up the hammer by applying at least 20 blows to a previously driven pile or timber mats on the ground.

E. Drilled-in Piles

If required, perform pile excavation to specified elevations shown on the plans or revised elevations approved by the Engineer. Excavate holes at pile locations with diameters that will result in at least 3" (75 mm) of clearance all around piles. Before filling holes, support and center piles in excavations and when noted on the plans, drive piles to the required driving resistance. Remove any fluid from excavations, and at the Contractor's option, fill holes with either concrete or flowable fill unless required otherwise in the contract.

1. Pile Excavation

Use equipment of adequate capacity and capable of drilling through soil, rock, boulders, debris, man-made objects and any other materials encountered. Blasting is not permitted to advance excavations. Blasting for core removal is only permitted when approved by the Engineer. Dispose of drilling spoils in accordance with Section 802 of the Standard Specifications and as directed by the Engineer. Drilling spoils consist of all excavated materials including fluids removed from excavations by pumps or drilling tools.

If unstable, caving or sloughing soils are anticipated or encountered, stabilize holes with either slurry or temporary steel casings. When using slurry, submit slurry details including product information, manufacturer's recommendations for use,

slurry equipment details and written approval from the slurry supplier that the mixing water is acceptable before beginning drilling. When using steel casings, use either the sectional type or one continuous corrugated or non-corrugated piece. Steel casings should consist of clean watertight steel of ample strength to withstand handling and driving stresses and the pressures imposed by concrete, earth and backfill. Use steel casings with an outside diameter equal to the hole size and a minimum wall thickness of ¼ inch (6 mm).

2. Filling Holes

Check the water inflow rate at the bottom of holes after all pumps have been removed. If the inflow rate is less than 6" (150 mm) per half hour, remove any fluid and free fall concrete or flowable fill into excavations. Ensure that concrete or flowable fill flows completely around piles. If the water inflow rate is greater than 6" (150 mm) per half hour, propose and obtain acceptance of a procedure for placing concrete or flowable fill before filling holes. Place concrete or flowable fill in a continuous manner and remove all steel casings.

F. Pile Driving Analyzer

If required, test piles with a pile driving analyzer (PDA) manufactured by Pile Dynamics, Inc., analyze data and provide PDA reports. Perform PDA testing in accordance with ASTM D4945. Either the Engineer will perform PDA testing and analysis or use a PDA Consultant prequalified by the NCDOT Contractual Services Unit for Pile Driving Analyzer Work (work code 3060) to perform PDA testing and analysis and provide PDA reports. When using a PDA Consultant, use a PDA Operator approved as a Field Engineer (key person) for the PDA Consultant. Also, provide PDA reports sealed by a Professional Engineer approved as a Project Engineer (key person) for the same PDA Consultant.

The Engineer will determine the number of piles and which piles to be tested with a PDA. Do not drive piles with a PDA until the proposed pile driving methods and equipment has been preliminarily accepted. Notify the Engineer of the pile driving schedule a minimum of 7 calendar days in advance.

The Engineer will complete the review and acceptance of the proposed pile driving methods and equipment and provide the blows per foot and equivalent set for 10 blows for the required driving resistance within 10 calendar days after the Engineer receives the PDA report or the Engineer finishes PDA testing. A PDA report for or PDA testing on multiple piles may be required as determined by the Engineer before the 10 day time period begins.

1. Preparation

Provide piles for PDA testing that are 5 ft (1.5 m) longer than the estimated pile lengths shown on the plans. Supply an AC electrical power source of a voltage and frequency suitable for computer equipment.

Provide a shelter to protect the PDA equipment and operator from conditions of sun, water, wind and temperature. The shelter should have a minimum floor size of 6 ft

by 6 ft (1.8 m by 1.8 m) and a minimum roof height of 8 ft (2.4 m). If necessary, heat or cool the shelter to maintain a temperature between 50 and 85 degrees F (10 and 30 degrees C). Place the shelter within 75 ft (23 m) of the pile such that the PDA cables reach the computer and the operator can clearly observe the pile. The Engineer may waive the shelter requirement if weather conditions allow.

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

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

2. Testing

Use only the preliminarily accepted pile driving methods and equipment to drive piles with the PDA instruments attached. Drive piles in accordance with this provision and as directed by the PDA Operator or Engineer. The PDA Operator or Engineer may require the Contractor to modify the pile installation procedure during driving. Dynamic measurements will be recorded and used to evaluate the hammer performance, driving resistance and stresses, energy transfer, pile integrity and various soil parameters such as quake and damping.

If required, reattach the PDA instruments and restrike or redrive the pile in accordance with this provision. Obtain the required stroke and at least 6” (150 mm) of penetration as directed by the PDA Operator or Engineer. Dynamic measurements will be recorded during restriking and redriving. The Engineer will determine when PDA testing has been satisfactorily completed.

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

3. Analysis

When using a PDA Consultant, analyze data with the CAse Pile Wave Analysis Program (CAPWAP), version 2006 or later, manufactured by Pile Dynamics, Inc. At a minimum, analysis is required for a hammer blow near the end of initial drive and for each restrike and redrive. Additional CAPWAP analysis may be required as determined by the PDA Consultant or Engineer.

4. Report

When using a PDA Consultant, submit 2 copies of each PDA report within 7 calendar days of completing field testing. Include the following in PDA reports:

a. Title Sheet
   - NCDOT TIP number and WBS element number
   - Project description
   - County
   - Bridge station number
   - Pile location
   - Personnel
   - Report date

b. Introduction

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

d. Pile Details
   - Pile type and length
   - Required driving resistance and resistance factor
   - Concrete compressive strength and/or steel pile yield strength
   - Pile splice type and locations
   - Pile batter
   - Installation methods including use of predrilling, spudding, vibratory hammer, template, barge, etc.

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

f. PDA Field Work Details

g. CAPWAP Analysis Results

- Table showing percent skin and tip, skin and toe damping, skin and toe quake and match quality

h. Summary/Conclusions

i. Attachments

- Boring log(s)
- Pile driving equipment data form (from Contractor)
- Field pile driving inspection data (from Engineer)
- Accelerometer and strain gauge locations
- Accelerometer and strain gauge serial numbers and calibration information
- PDA hardware model and CAPWAP software version information
- Electronic copy of all PDA data and executable CAPWAP input and output files

5.0 MEASUREMENT AND PAYMENT

_____ *Prestressed Concrete Piles*, _____ *Steel Piles* and *HP12X53 Galvanized Steel Piles* will be measured and paid for in linear feet (meters). Steel and prestressed concrete piles will be measured as the pile length before installation minus any pile cut-offs. No payment will be made for pile cut-offs or cutting off piles. No payment will be made for damaged, defective or rejected piles or any piles for falsework, bracing, templates or temporary work bridges. The contract unit prices for _____ *Prestressed Concrete Piles*, _____ *Steel Piles* and *HP 12X53 Galvanized Steel Piles* will also be full compensation for driving piles.

Composite piles will be measured as the pile length of the prestressed concrete and steel H pile sections before installation minus any pile cut-offs. The concrete and steel sections will be measured and paid for at the contract unit prices for _____ *Prestressed Concrete Piles* and _____ *Steel Piles*, respectively. No payment will be made for portions of steel H pile sections embedded in prestressed concrete sections or steel pile splicers and any associated hardware or welding.

For driven piles, once the required resistance and pile penetration is achieved, the Contractor may drive the remaining portion of piles to grade in lieu of cutting off piles provided the remaining portions do not exceed 5 ft (1.5 m) and the piles can be driven without being damaged or reaching the maximum blow count or refusal. When this occurs, the additional length of piles driven will be measured and paid for at the contract unit prices for _____ *Prestressed Concrete Piles*, _____ *Steel Piles* and _____ *Galvanized Steel Piles*.

For prestressed concrete piles that are built up, the build-up will be measured and paid for at the contract unit price for _____ *Prestressed Concrete Piles*. Steel pile tips are not included in the measurement of prestressed concrete piles. No separate payment will be

made for steel pile tips or splicers and any associated hardware or welding. Steel pile tips and steel pile splicers will be considered incidental to the contract unit price for _____ *Prestressed Concrete Piles*.

Steel Pile Points and *Pipe Pile Plates* will be measured and paid for in units of each. *Steel Pile Points* and *Pipe Pile Plates* will be measured as one per pile.

Predrilling for Piles will be measured and paid for in linear feet (meters). For bents with a predrilling pay item as shown on the substructure plans, predrilling will be paid for as *Predrilling for Piles* and measured per pile location as the depth from the ground or mud line to specified predrilling elevations or revised elevations approved by the Engineer. The contract unit price for *Predrilling for Piles* will also be full compensation for using temporary steel casings. For bents without a predrilling pay item as shown on the substructure plans, predrilling will be considered incidental to the contract unit prices for _____ *Prestressed Concrete Piles*, _____ *Steel Piles* and *HP 12X53 Galvanized Steel Piles*.

No direct payment will be made for spudding or using temporary steel casings for spudding. Spudding and using temporary steel casings for spudding will be considered incidental to the contract unit prices for _____ *Prestressed Concrete Piles*, _____ *Steel Piles* and _____ *Galvanized Steel Piles*.

Pile Redrives will be measured and paid for in units of each. *Pile Redrives* will be measured as the number of restrikes or redrives required by the Engineer. No payment will be made for restrikes or redrives when the Contractor chooses to restrike or redrive piles.

Pile Excavation in Soil and *Pile Excavation Not in Soil* will be measured and paid for in linear feet (meters). Pile excavation will be measured as the depth from the ground line to the specified elevations or revised elevations approved by the Engineer. Not in soil is defined as material with a rock auger penetration rate of less than 2" (50 mm) per 5 minutes of drilling at full crowd force. Once not in soil is encountered, seams, voids and weathered rock less than 3 ft (1 m) thick with a rock auger penetration rate of greater than 2" (50 mm) per 5 minutes of drilling at full crowd force will be paid for at the contract unit price for *Pile Excavation Not in Soil*. Seams, voids and weathered rock greater than 3 ft (1 m) thick will be paid for at the contract unit price for *Pile Excavation in Soil* where not in soil is no longer encountered. The contract unit prices for *Pile Excavation in Soil* and *Pile Excavation Not in Soil* will also be full compensation for stabilizing and filling holes with either concrete or flowable fill.

PDA Testing will be measured and paid for in units of each. No payment for *PDA Testing* will be made if the Engineer performs PDA testing. If the Engineer does not perform PDA testing, *PDA Testing* will be measured as one per pile. The contract unit price for *PDA Testing* will be full compensation for performing PDA testing the first time a pile is tested with a PDA, performing analysis on data collected during initial drive, restrikes and redrives and providing the PDA report. Subsequent PDA testing of the same piles will be considered incidental to the contract unit price for *Pile Redrives*.

PDA Assistance will be measured and paid for in units of each. *PDA Assistance* will be measured as one per pile. The contract unit price for *PDA Assistance* will be full

compensation for the Contractor's assistance to perform the PDA testing during initial drive, restrikes and redrives.

Payment will be made under:

Pay Item	**Pay Unit**
_____ Prestressed Concrete Piles	Linear Foot (Meter)
_____ Steel Piles	Linear Foot (Meter)
HP 12X53 Galvanized Steel Piles	Linear Foot (Meter)
Steel Pile Points	Each
Pipe Pile Plates	Each
Predrilling for Piles	Linear Foot (Meter)
Pile Redrives	Each
Pile Excavation in Soil	Linear Foot (Meter)
Pile Excavation Not in Soil	Linear Foot (Meter)
PDA Testing	Each
PDA Assistance	Each

DRILLED PIERS: (3-6-09)

1.0 GENERAL

A. Description

A drilled pier consists of a reinforced concrete section cast-in-place against in situ material or permanent steel casing. A drilled pier is constructed by drilling a borehole, placing reinforcement in the excavation and filling the hole with concrete. Construct drilled piers with the required resistance and dimensions in accordance with the contract and accepted submittals. For this provision, "pier" refers to a drilled pier.

B. Prequalification and Experience Requirements

Use a Drilled Pier Contractor prequalified by the NCDOT Contractual Services Unit for drilled pier work (work code 3090).

Submit documentation that the Drilled Pier Contractor has successfully completed at least 5 drilled pier projects within the last 3 years with diameters, lengths and subsurface conditions similar to those anticipated for this project. Documentation should include the General Contractor and Owner's name and current contact information with descriptions of each past project. Also, submit documentation of experience with dry and wet placement of concrete and the use of temporary casing or slurry.

Provide verification of employment with the Drilled Pier Contractor for the Superintendent, Drill Rig Operators and Project Manager assigned to this project.

Submit documentation that these personnel each have a minimum of 5 years experience in drilled pier construction with past projects of scope and complexity similar to that anticipated for this project. Documentation should include resumes, references, certifications, project lists, experience descriptions and details, etc. Perform work with the personnel submitted and accepted. If personnel changes are required during construction, suspend drilled pier construction until replacement personnel are submitted and accepted.

C. Construction Sequence Plan

Submit two hard copies and an electronic copy (PDF format on CD or DVD) of a drilled pier construction sequence plan for all the drilled piers 30 calendar days before beginning drilled pier construction. Provide detailed project specific information in this plan including:

1. Experience documentation in accordance with Section 1.0, Item B

2. List and size of equipment including: cranes, kelly bars, drill rigs, vibratory hammers, augers, core barrels, cleanout buckets, airlifts and/or submersible pumps, tremies and/or concrete pumps, casing (diameters, thicknesses and lengths), desanding equipment (for slurry construction), etc.

3. Order of drilled pier construction

4. Casing installation and temporary casing removal methods including the order of telescoped casing removal

5. Drilled pier excavation and bottom cleaning methods

6. Reinforcement placement methods including how the cage will be supported and centered in the excavation

7. Concrete placement procedures including how the tremie or pump will be controlled and what type of discharge control will be used to prevent concrete contamination when the tremie or pump is initially placed in the excavation

8. Concrete mix design in accordance with Section 1000 of the *Standard Specifications*

9. Slurry details (if applicable) including intended purpose, product information, manufacturer's recommendations for use, slurry equipment information and written approval from the slurry supplier that the mixing water is acceptable

10. Procedures for handling drilling spoils and slurry overflow including environmental controls to prevent the loss of concrete, slurry and spoils

11. Methods of how the slurry level will be maintained above the highest piezometric head (if applicable)

12. Crosshole sonic logging (CSL) submittals (if applicable) in accordance with the Crosshole Sonic Logging Special Provision

13. Other information shown on the plans or requested by the Engineer

Do not begin drilled pier construction until the construction sequence plan is accepted. If alternate drilled pier construction procedures are proposed or necessary, a revised submittal may be required. If the work deviates from the accepted submittal without prior approval, the Engineer may suspend drilled pier construction until a revised drilled pier construction sequence plan is submitted and accepted.

D. Preconstruction Meeting

Before starting drilled pier construction, conduct a preconstruction meeting to discuss the installation, monitoring and testing of the drilled piers. Schedule this meeting after all drilled pier submittals have been accepted and the Drilled Pier Contractor has mobilized to the site. The Resident or Bridge Maintenance Engineer, Bridge Construction Engineer, Geotechnical Operations Engineer, Contractor and Drilled Pier Contractor Superintendent, Drill Rig Operators and Project Manager will attend this preconstruction meeting.

E. Definition of Rock

For the purposes of this provision, "rock" is defined as a continuous intact natural material in which the penetration rate with a rock auger is less than 2" per 5 minutes of drilling at full crowd force. This definition excludes discontinuous loose natural materials such as boulders and man-made materials such as concrete, steel, timber, etc. This definition of rock is not for pay purposes; see Section 8.0 for method of measurement for drilled piers.

F. Rock Socket

When required by a note on plans, provide a minimum penetration into rock as directed by the Engineer.

2.0 EXCAVATION

Perform the excavations required for the drilled piers to the dimensions and elevations shown on the plans or otherwise required by the Engineer, including any miscellaneous grading or excavation to install the pier.

Excavate with a drill rig of adequate capacity. Use a rig that is capable of drilling through soil, rock, boulders, timbers, man-made objects and any other materials encountered. Blasting is not permitted to advance the excavation. Blasting for core removal is only permitted when approved by the Engineer.

Use a drill rig capable of drilling a minimum of 25% deeper than the deepest drilled pier shown on the plans. Use drilling tools equipped with vents designed to stabilize the hydrostatic pressure above and below the tool during extraction from the excavation. For drilled piers constructed with slurry, monitor the rate at which the drilling tools are inserted and extracted so as to minimize sidewall suction action in the excavation. Drilling below the tip elevations shown on the plans may be required to achieve adequate resistance.

A drilling log signed by the Drilled Pier Contractor that includes material descriptions and depths and drilling times and tools used for each material is required for each pier.
Dispose of drilling spoils in accordance with Section 802 of the Standard Specifications and as directed by the Engineer. Drilling spoils consist of all excavated material including water removed from the excavation either by pumping or drilling tools. Construct drilled piers at the locations shown on the plans and within the tolerances specified herein. If tolerances are exceeded, the Engineer may require corrective measures to meet the tolerances specified. Construct the drilled piers such that the axis at the top of the piers is no more than 3" (75 mm) in any direction from the position shown in the plans. Construct drilled piers within 2% of plumb for the total length of the piers. Verify plumbness of drilled pier excavations with an approved method such as an inclinometer on the kelly bar. Unless a plan note requires the construction joint to be moved below the ground line, construct the finished top of pier elevation between 1 inch above and 3" below the top of pier elevation shown on the plans.

Stabilize all drilled pier excavations with steel casing and/or slurry except, as approved by the Engineer, the portions of the excavations in rock as defined by Section 1.0, Item E. Stabilize excavations at all times from the beginning of drilling through concrete placement. When using multiple casings in a telescoped arrangement, overlap subsequent casings a minimum of 24". Provide casing or slurry in rock if unstable material is anticipated or encountered during drilling. When slurry is used, a partially excavated pier is subject to the time requirements in Section 2.0, Item C, Number 1. When slurry is not used, do not leave a drilled pier excavation open overnight unless it is cased to rock.

If a note on plans does not prohibit dewatering and the tip of the drilled pier excavation is in rock as defined by Section 1.0, Item E, dewater the excavation to the satisfaction of the Engineer. The minimum diameter of a drilled pier excavation in rock or an excavation constructed with slurry may be 2" less than the design drilled pier diameter shown on the plans.

In order to remove a casing and substitute a larger diameter or longer casing through unstable or caving material, either backfill the excavation, stabilize the excavation with slurry before removing the casing to be replaced or insert the larger casing around the casing to be replaced before removal.

A. Permanent Steel Casing

Use permanent steel casings as directed by the Engineer and/or as required by a note on plans. Use permanent casings that are clean smooth non-corrugated watertight steel of ample strength to withstand handling and driving stresses and the pressures imposed by concrete, earth or backfill. Provide permanent steel casings conforming to ASTM A252, Grade 2 and the following minimum wall thickness requirements.

CASING WALL THICKNESS

Casing Diameter	Minimum Wall Thickness
Less than or equal to 48"	3/8 inch
Greater than 48" and less than or equal to 78"	1/2 inch
Greater than 78"	5/8 inch

Provide permanent casings with an outside diameter not less than the specified size of the drilled pier. If approved by the Engineer, a permanent casing larger in diameter than the drilled pier design diameter is permitted. However, no payment will be made for any costs associated with larger permanent casings. Extend the permanent casings from the top of pier elevation or top of permanent casing elevation, if shown on the plans, to a depth no deeper than the permanent casing tip elevation shown on the plans or the revised permanent casing tip elevation approved by the Engineer. Do not extend permanent casings below the permanent casing tip elevation shown on the plans without prior approval from the Engineer. Additional drilled pier length and reinforcement may be required if permanent casings are extended below the permanent casing tip elevation shown on the plans. No payment will be made for the resulting additional drilled pier length, reinforcement and permanent casing unless the Engineer approves the revised permanent casing tip elevation. Install permanent casings in one continuous unit. If splices are necessary for the casing, use an approved method of splicing. Splices are considered incidental and no additional compensation will be made.

Remove any portion of the permanent steel casing that extends above the top of the drilled pier after the Drilled Pier Concrete has achieved a compressive strength of 3000 psi.

B. Temporary Steel Casing

Provide temporary steel casing to stabilize drilled pier excavations, protect personnel and prevent caving or sloughing that is clean smooth non-corrugated watertight steel of ample strength to withstand handling and driving stresses and the pressures imposed by concrete, earth or backfill. Use temporary steel casings with a minimum wall thickness of 3/8 inch and an outside diameter not less than the specified size of the drilled pier.

Temporary steel casings that become bound or fouled during construction and cannot be practically removed may constitute a defect in the drilled pier. Improve defective piers to the satisfaction of the Engineer by removing the concrete and extending the pier deeper, providing a replacement drilled pier or other acceptable means. Complete all corrective measures including any additional design work to the satisfaction of the Engineer without additional compensation or an extension of the completion date of the project.

C. Slurry

When slurry use is not noted on the plans, slurry construction is an option. If slurry use is required or an option, polymer slurry use may either be required or prohibited as noted on the plans. If slurry use is required or an option and polymer slurry use is not noted on the plans, polymer slurry use is an option.

If polymer slurry is required or an option, use one of the following polymers listed in the table below:

PRODUCT	MANUFACTURER
SlurryPro CDP	KB Technologies Ltd. 3648 FM 1960 West, Suite 107 Houston, TX 77068 (800) 525-5237
Super Mud	PDS Company 105 West Sharp Street El Dorado, AR 71730 (800) 243-7455
Shore Pac	CETCO Construction Drilling Products 1500 West Shure Drive, 5th Floor Arlington Heights, IL 60004 (800) 527-9948
Novagel Polymer	Geo-Tech Drilling Fluids 220 North Zapata Hwy, Suite 11A Laredo, TX 78043 (210) 587-4758

Use polymer slurry and associated additives in accordance with the manufacturer's guidelines and recommendations unless otherwise approved by the Engineer. The Drilled Pier Contractor should be aware that polymer slurry might not be appropriate for a given site. Polymer slurry should not be used for excavations in soft or loose soils as determined by the Engineer. When using polymer slurry, provide a representative employed by the slurry manufacturer to assist and guide the Drilled Pier Contractor on-site during the construction of the first 3 drilled piers unless otherwise approved. If problems are encountered during construction, the Engineer may require the manufacturer representative to return to the site for a time period determined by the Engineer at no additional cost to the Department.

If mineral slurry is required or an option, use mineral slurry composed of bentonite having a mineral grain size that remains in suspension and sufficient viscosity and gel characteristics to transport excavated material to a suitable screening system to minimize bottom sedimentation. Provide bentonite slurry to maintain the stability of the excavation and allow for proper concrete placement. The Drilled Pier Contractor should be aware that salt water with salt concentrations in excess of 500 ppm may adversely affect bentonite slurry.

When slurry is used and permanent steel casing is not required, use temporary casing a minimum of 10 ft (3 m) long at the top of the excavation. Maintain the top of the temporary casing a minimum of 12" (300 mm) above the ground surface surrounding the casing.

Maintain the slurry in the pier excavation at a level not less than 5 ft (1.5 m) or the drilled pier diameter (whichever is greater) above the highest piezometric head along the depth of the pier. It is anticipated that the highest piezometric head is the static water or groundwater elevation (elevation head). However, the Drilled Pier Contractor is responsible for determining the highest piezometric head. The use of steel casing to maintain the required slurry level is permitted; however, no payment will be made for casing that is used for this purpose. If the slurry level in the excavation suddenly

changes or cannot be practically maintained, or the slurry construction method does not produce the desired result, stop the pier construction until an alternate construction procedure is accepted by the Engineer.

Thoroughly premix the slurry with water in tanks before introducing the slurry into the excavation. Submit written approval from the slurry supplier that the mixing water is acceptable. Allow bentonite slurry to hydrate 24 hours in tanks before use. Slurry tanks of adequate capacity are required for slurry circulation, storage and treatment. Excavated slurry pits are not allowed in lieu of slurry tanks without prior approval from the Engineer. Take all steps necessary to prevent the slurry from "setting up" in the excavation. Such methods include, but are not limited to agitation, circulation and/or adjusting the properties of the slurry. Perform desanding operations as necessary to achieve the acceptable sand contents before placing reinforcing steel.

1. Time

   Adjust the excavation operations so that the maximum time the slurry is in contact with the sidewalls of the uncased portions of the drilled pier excavation (from time of drilling to concrete placement) does not exceed 36 hours. Do not work on more than two drilled piers per drill rig below the steel casing at any time.

   Agitate bentonite slurry in the drilled pier excavations a minimum of every 4 hours. If the bentonite slurry is not agitated a minimum of every 4 hours, the Engineer may require the excavation to be overreamed beneath the steel casing a minimum of 1 inch and a maximum of 37" before performing any other operations in the excavation. Overream with a grooving tool, overreaming bucket or other approved equipment at a minimum spacing of 12".

   If concrete placement is not completed within 3 calendar days of beginning drilling, enlarge the design drilled pier diameter by a minimum of 6", or as required by the Engineer, the entire length of the pier at no additional cost to the Department. Enlarging the drilled pier includes replacing the steel casing with steel casing the same size to which the drilled pier is enlarged at no additional cost to the Department.

2. Sampling

   Collect all slurry samples using an approved sampling tool. Test slurry samples to determine density, viscosity, pH and sand content to establish an acceptable working pattern during slurry use. Test a minimum of 4 samples during each 8 hours of slurry use for each drilled pier. Take the first sample for the first 8 hours from the slurry tank before introducing slurry into the excavation. Collect the remaining samples from the bottom of the pier excavation. When the test results are acceptable and consistent, a decrease in the testing frequency to one sample per 4 hours of slurry use is permitted.

   Before placing reinforcing steel in the drilled pier excavation, extract slurry samples from the bottom of each excavation and at intervals not exceeding 10 ft up

the excavation, until two consecutive samples produce acceptable values for density, viscosity, pH and sand content.

3. Testing

Have qualified personnel conduct slurry tests to determine density, viscosity, pH and sand content. The following tables show the acceptable range of values for the slurry properties:

BENTONITE SLURRY Sodium Montmorillonite (Commercial Bentonite) Acceptable Range of Values			
Property (units)	**At Time of Slurry Introduction**	**In Excavation Immediately Before Concrete Placement**	**Test Method**
Density, pcf	64.3 – 69.1 (1030-1107)	64.3 – 75.0 (1030-1201)	Mud Weight (Density) API 13B-1 Section 1
Viscosity, sec./quart	28 – 45	28 – 45	Marsh Funnel and Cup API 13B-1 Section 2.2
pH	8 – 11	8 – 11	pH Paper or Glass Electrode pH Meter
Sand Content (percent)	Less than or equal to 4	Less than or equal to 2	Sand API 13B-1 Section 5
Notes: 1. Perform tests when the slurry temperature is above 40°F . 2. Increase density by 2 pcf in saltwater.			

SLURRYPRO CDP KB Technologies Ltd. Acceptable Range of Values			
Property (units)	**At Time of Slurry Introduction**	**In Excavation Immediately Before Concrete Placement**	**Test Method**
Density, pcf	Less than or equal to 67 (1073)	Less than or equal to 64 (1025)	Mud Weight (Density) API 13B-1 Section 1
Viscosity, sec./quart	50 – 120	Less than or equal to 70	Marsh Funnel and Cup API 13B-1 Section 2.2
pH	6 – 11.5	6 – 11.5	pH Paper or Glass Electrode pH Meter
Sand Content (percent)	Less than or equal to 0.5	Less than or equal to 0.5	Sand API 13B-1 Section 5
Notes: 1. Perform tests when the slurry temperature is above 40°F . 2. Increase density by 2 pcf in saltwater.			

SUPER MUD PDS Company Acceptable Range of Values			
Property (units)	**At Time of Slurry Introduction**	**In Excavation Immediately Before Concrete Placement**	**Test Method**
Density, pcf (kg/m^3)	Less than or equal to 64 (1025)	Less than or equal to 64 (1025)	Mud Weight (Density) API 13B-1 Section 1
Viscosity, sec./quart (sec./0.95 liters)	32 – 60	Less than or equal to 60	Marsh Funnel and Cup API 13B-1 Section 2.2
pH	8 – 10	8 – 10	pH Paper or Glass Electrode pH Meter
Sand Content (percent)	Less than or equal to 0.5	Less than or equal to 0.5	Sand API 13B-1 Section 5
Notes: 1. Perform tests when the slurry temperature is above 40°F (4.4°C). 2. Increase density by 2 pcf (32 kg/m^3) in saltwater.			

SHORE PAC CETCO Construction Drilling Products Acceptable Range of Values			
Property (units)	**At Time of Slurry Introduction**	**In Excavation Immediately Before Concrete Placement**	**Test Method**
Density, pcf (kg/m^3)	Less than or equal to 64 (1025)	Less than or equal to 64 (1025)	Mud Weight (Density) API 13B-1 Section 1
Viscosity, sec./quart (sec./0.95 liters)	32 – 98	Less than or equal to 75	Marsh Funnel and Cup API 13B-1 Section 2.2
pH	8 – 10	8 – 10	pH Paper or Glass Electrode pH Meter
Sand Content (percent)	Less than or equal to 0.5	Less than or equal to 0.5	Sand API 13B-1 Section 5
Notes: 1. Perform tests when the slurry temperature is above 40°F (4.4°C). 2. Increase density by 2 pcf (32 kg/m^3) in saltwater.			

NOVAGEL POLYMER Geo-Tech Drilling Fluids Acceptable Range of Values			
Property (units)	**At Time of Slurry Introduction**	**In Excavation Immediately Before Concrete Placement**	**Test Method**
Density, pcf (kg/m^3)	Less than or equal to 67 (1073)	Less than or equal to 64 (1025)	Mud Weight (Density) API 13B-1 Section 1
Viscosity, sec./quart (sec./0.95 liters)	45 – 104	Less than or equal to 104	Marsh Funnel and Cup API 13B-1 Section 2.2
pH	6.5 – 11.5	6.5 – 11.5	pH Paper or Glass Electrode pH Meter
Sand Content (percent)	Less than or equal to 0.5	Less than or equal to 0.5	Sand API 13B-1 Section 5
Notes: 1. Perform tests when the slurry temperature is above 40°F (4.4°C). 2. Increase density by 2 pcf (32 kg/m^3) in saltwater.			

When any slurry samples are found to be unacceptable, take whatever action is necessary to bring the slurry within specification requirements. Do not place reinforcing steel until resampling and testing produce acceptable results.

Sign and submit reports of all slurry tests required above to the Engineer upon completion of each drilled pier. The Department reserves the right to perform comparison slurry tests at any time.

4. Slurry Disposal

Comply with all applicable local, state and federal regulations, as well as with the environmental permits of the project when disposing of excavated materials contaminated with slurry. Keep all excavated materials, spoils from the desanding unit and slurry out of the water and contain them at all times.

3.0 CLEANING

Excavate the bottom of the drilled pier to a level plane or stepped with a maximum step height of 12". Clean the bottom of the excavation of loose material using a technique accepted in the construction sequence plan. When the drilled pier excavation is not hand cleaned, clean the bottom of the excavation with a cleanout bucket and an airlift or submersible pump.

4.0 INSPECTION METHODS AND REQUIREMENTS

After the drilled pier excavation is complete and immediately before placing reinforcing steel and concrete, demonstrate the proper condition of the drilled pier excavation to the Engineer. Provide bosun chairs, gas meters, safety equipment, lights, mirrors, weighted tape measures, steel probes, personnel and all assistance required for the Engineer to inspect the drilled pier excavations.

A. Tip Resistance

If the required tip resistance is not satisfied, increase the drilled pier length as directed by the Engineer. Payment for the additional drilled pier length to achieve adequate resistance will be made per the drilled pier pay items.

One or more of the following tests may be used to verify the conditions and continuity of the material below the tip elevation before placing reinforcing steel.

1. Visual Inspection

The drilled pier excavation may be inspected either by entering the excavation or visually from the top of the excavation.

2. Test Hole

If the tip of the drilled pier excavation is in rock as defined by Section 1.0, Item E, drill a 1-1/2 inch (38 mm) diameter test hole in each drilled pier to a depth at least 6 ft (1.8 m) below the tip elevation.

3. Standard Penetration Test (SPT)

When noted on the plans that an SPT is required, drive a split barrel sampler a minimum of 18" below the drilled pier tip elevation or to refusal in accordance with ASTM D1586, "Penetration Test and Split-Barrel Sampling of Soils". Complete the SPT using NW rods through casing or another stabilizing method as approved by the Engineer. Extend the SPT rods from the top of the drilled pier excavation to the drilled pier tip elevation. Firmly support the SPT casing at the top of the drilled pier excavation and rest it on the bottom of the excavation. Conduct the SPT a minimum of 12" away from the sidewalls of the excavation and be sure not to scrape the sidewalls of the excavation while inserting or withdrawing the SPT equipment. Have the SPT device on-site before reaching the drilled pier tip elevation. Report the number of blows for each 6 inch increment driven and a description of the recovered soil sample to the Engineer. The Engineer determines the number of blows required.

B. Bottom Cleanliness

The pier excavation bottom is considered clean if a minimum of 50% of the bottom area has less than 1/2" of sediment and no portion of the bottom area has more than 1 ½" of sediment as determined by the Engineer.

One or more of the following inspection procedures may be used to inspect the cleanliness of the pier excavation bottom before placing the reinforcing steel and concrete.

1. Visual Inspection

The cleanliness of the drilled pier excavation bottom may be observed either by entering the excavation or from the top of the excavation.

2. Steel Probe

If the excavation is not dewatered or if the Engineer requires it, lower a steel probe to the bottom of the drilled pier excavation to ensure that cleaning has been satisfactorily completed. Supply a steel probe that is 24" long with a flat tip on the sounding end, weighs approximately 9 lbs, #10 rebar, and is suspended from the opposite end with a non-stretch cable.

3. Shaft Inspection Device (SID)

The Engineer may use the SID to take sediment measurements and observe the bottom conditions of the drilled pier excavation at a minimum of five locations selected by the Engineer. The SID is a remotely operated camera capable of observing bottom conditions and measuring sediment underwater and slurry. Each SID inspection (including all 5 locations) takes approximately 1 hour after the equipment has been set up. The Engineer provides the SID and the personnel to operate the device. Notify the Engineer a minimum of 2 calendar days before beginning the drilled pier excavation so the Engineer can arrange for the transportation of the SID to the site and the personnel to perform the inspections.

SID inspections are required until the cleanliness of the drilled pier excavation bottom is acceptable in accordance with Section 4.0, Item B of this provision. Do not conduct operations that interfere with the SID inspections. Remove all cleaning and drilling equipment from the drilled pier excavation during any SID inspection. Provide a working area large enough for the SID equipment and within reach of the cabling supplied and clear sight distance of the drilled pier excavation. Assist the Engineer in the transportation and handling of the SID and all the associated equipment and in supporting the electric hoist and/or hoisting tripod for the SID. If required, provide a safe and secure location to park the trailer for the SID while it is unattended on the project site. The Contractor is responsible in terms of both actual expense and time delays for any damage to the SID equipment due to the Contractor's fault or negligence. Replace any damaged equipment at no additional cost to the Department.

5.0 REINFORCING STEEL

Use reinforcing steel in accordance with Section 1070 of the Standard Specifications. Completely assemble a cage of reinforcing steel, consisting of longitudinal and spiral bars and place it in the drilled pier excavation as a unit immediately after the proper condition of the excavation is demonstrated to the Engineer. When concrete placement does not follow immediately after cage placement, remove the steel from the pier excavation unless the Engineer directs otherwise. If the cage is removed, recheck pier excavation cleanliness in accordance with this provision before reinstalling the cage.

If the drilled pier excavation is cased down to rock, immediate placement of the reinforcing steel and the concrete is not required. If electing to delay placement of the reinforcing steel and concrete due to the presence of rock, recheck the excavation for proper cleanliness immediately before placing reinforcing steel.

A. Construction, Placement, Support and Alignment

If a longer drilled pier than that shown on the plans is required, adequate reinforcement may be required in the extended length as directed by the Engineer. Lift the cage so racking and cage distortion does not occur. Keep the cage plumb during concrete operations and casing extraction. Check the position of the cage before and after placing the concrete. Position the splice length of the drilled pier cage so that the column or footing has the minimum concrete cover shown on the plans.

Securely cross-tie the vertical and spiral reinforcement at each intersection with double wire. Support or hold down the cage so that the vertical displacement during concrete placement and casing extraction does not exceed 6".

B. Bolsters and Spacers

Set the rebar cage directly on the bottom of the drilled pier excavation with plastic bolsters under each vertical reinforcing bar. Ensure that spacers are tall enough to raise the rebar cage off the bottom of the drilled pier excavation a minimum of 3". If approved by the Engineer, the rebar cage may be hung in the excavation provided the mechanisms supporting the cage are left in place until the Drilled Pier Concrete strength has achieved 3000 psi.

In order to ensure the minimum required concrete cover and achieve concentric spacing of the cage within the pier, attach plastic spacer wheels at five points around the cage perimeter. Use spacer wheels that provide a minimum of 4" "blocking" from the outside face of the spiral bars to the outermost surface of the drilled pier except in rock as defined by Section 1.0, Item E and when using slurry construction. Use spacer wheels for slurry construction or in rock that provide a minimum of 2" "blocking". Tie spacer wheels that snap together with wire and allow them to rotate. Use spacer wheels that span at least two adjacent vertical bars. Start placing spacer wheels at the bottom of the cage and continue up along its length at maximum 10 ft intervals.

6.0 CONCRETE

Use Drilled Pier Concrete in accordance with Section 1000 of the Standard Specifications. Begin concrete placement immediately after inserting reinforcing steel into the drilled pier excavation.

A. Concrete Mix

As an option, use Type IP blended cement with a minimum cement content of 665 lbs/yd3 (395 kg/m3) and a maximum cement content of 833 lbs/yd3 (494 kg/m3). Use No. 78M coarse aggregate in the mix.

Use an approved water-reducer, water-reducing retarder, high-range water-reducer or high-range water-reducing retarder to facilitate placement of the concrete if necessary. Do not use a stabilizing admixture as a retarder in Drilled Pier Concrete without approval of the Engineer. Use admixtures that satisfy AASHTO M194 and add them at the concrete plant when the mixing water is introduced into the concrete. Redosing of admixtures is not permitted.

B. Concrete Placement

Place concrete such that the drilled pier is a monolithic structure. Vibration is only permitted in the top 10 ft of the drilled pier. Remove any contaminated concrete from the top of the drilled pier at the time of concrete placement. Contain and remove all wasted concrete that spills over the casing.

Do not twist, move or otherwise disturb temporary casings until the concrete depth in the casing is in excess of 10 ft or half the head, whichever is greater, above the bottom of the casing being disturbed. The head is defined as the difference between the highest piezometric head along the depth of the pier and the static water elevation inside the excavation.

Maintain the required concrete depth above the bottom of the innermost casing during casing removal, except when the concrete level is at or above the top of drilled pier elevation. Sustain a sufficient concrete depth above the bottom of casing to overcome outside soil and water pressure. As the casing is withdrawn, exercise care in maintaining an adequate concrete depth within the casing so that fluid trapped behind the casing is displaced upward and discharged at the ground surface without contaminating or displacing the Drilled Pier Concrete. Exerting downward pressure, hammering and/or vibrating the temporary casing is permitted to facilitate removal.

Use the water inflow rate to determine the concrete placement procedure after any pumps have been removed from the excavation. If the inflow rate is less than 6" per half hour, the concrete placement is considered dry. If the water inflow rate is greater than 6" per half hour, the concrete placement is considered wet.

Keep a record of the volume of concrete placed in each drilled pier excavation and make it available to the Engineer. For drilled piers constructed with slurry or as directed by the Engineer, record a graphical plot of the depth versus theoretical concrete volume and actual measured concrete volume for each drilled pier and provide it to the Engineer when finished placing concrete.

1. Dry Placement

   Before concrete placement, make certain the drilled pier excavation is dry so the flow of concrete around the reinforcing steel can be verified by visual inspection. If the concrete free fall does not exceed 60 ft, placing the concrete by a central drop method where the concrete is chuted directly down the center of the excavation is permitted.

   For drilled piers exceeding 60 ft in length, use a tremie or a pump to place concrete unless otherwise approved by the Engineer. Support the tremie or pump pipe so that the concrete free fall is less than 60 ft at all times.

2. Wet Placement

   Maintain a static water or slurry level in the excavation before placing concrete underwater. When temporary casing is used as the method to stabilize the excavation, place concrete with a sectional tremie or pump (no continuous tremie).

   Once the concrete in the excavation reaches the same elevation as the static water level, placing concrete with the dry method is permitted. Before changing to the dry method of concrete placement, remove the water above the concrete and clean the concrete surface of all scum and sediment to expose clean, uncontaminated concrete.

3. Pump and Tremie

   Pump concrete in accordance with Article 420-5 of the *Standard Specifications*. Use a steel tremie with watertight joints and a minimum diameter of 10". Use a discharge control to prevent concrete contamination when the tremie tube or pump pipe is initially placed in the excavation. Extend the tremie tube or pump pipe into the concrete a minimum of 5 ft at all times except when the concrete is initially introduced into the pier excavation. If the tremie tube or pump pipe pulls out of the concrete for any reason after the initial concrete is placed, restart concrete placement with a steel capped tremie tube or pump pipe.

4. Placement Time

   Place concrete within the time frames specified in Table 1000-2 of the Standard Specifications for Class AA Concrete. Do not place concrete so fast as to trap air, slurry, water, fluids, soil or any other deleterious materials in the vicinity of the

reinforcing steel and the annular zone between the rebar cage and the excavation walls.

7.0 SCHEDULING AND RESTRICTIONS

If caving or sloughing occurs, compensation will not be provided for additional concrete to fill the resulting voids.

For the first 16 hours after a drilled pier has achieved its initial concrete set (as determined by the Engineer), do not drill adjacent piers, do not install adjacent piles, and do not allow any equipment wheel loads or damaging vibrations within 20 ft of the drilled pier.

In the event that the procedures described herein are performed unsatisfactorily, the Engineer may suspend drilled pier construction in accordance with Article 108-7 of the Standard Specifications. If the integrity of a drilled pier is in question, the Engineer may reject the pier and require remediation. Remedial measures are proposed by the Contractor and require approval of the Engineer. No compensation will be paid for losses or damage due to remedial work or any investigation of drilled piers found defective or not in accordance with this provision or the plans.

8.0 MEASUREMENT AND PAYMENT

42" Dia. Drilled Piers in Soil and *42" Dia. Drilled Piers Not in Soil* will be measured and paid for in linear feet. Not in soil is defined as material with a rock auger penetration rate of less than 2" per 5 minutes of drilling at full crowd force. Once not in soil is encountered, seams, voids and weathered rock less than 3 ft thick with a rock auger penetration rate of greater than 2" per 5 minutes of drilling at full crowd force will be paid for at the contract unit price bid for *42" Dia. Drilled Piers Not in Soil*. Seams, voids and weathered rock greater than 3 ft thick will be paid for at the contract unit price bid for *42" Dia. Drilled Piers in Soil* where not in soil is no longer encountered. Drilled piers through air or water will be paid for at the contract unit price bid for *42" Dia. Drilled Piers in Soil*. The contract unit price bid for *42" Dia. Drilled Piers in Soil* and *42" Dia. Drilled Piers Not in Soil* will also be full compensation for spoils and slurry containment and disposal, any concrete removal, miscellaneous grading and excavation and slurry construction including site assistance and overreaming and enlarging piers. Reinforcing steel will be measured and paid for in accordance with Section 425 of the Standard Specifications.

Permanent Steel Casing for 42" Dia. Drilled Pier will be measured and paid for in linear feet. Permanent casings will only be paid for when required by the Engineer or as shown on the plans. Permanent casings will be measured as the difference between the top of casing or pier elevation, whichever is lower, and the permanent casing tip elevation. If a permanent casing cannot be installed to the tip elevation shown on the plans, up to 3 ft of casing cut-off will be paid for at the contract unit price bid for *Permanent Steel Casing for 42" Dia. Drilled Pier*. The contract unit price bid for *Permanent Steel Casing for 42" Dia. Drilled Pier* will also be full compensation for any permanent casing removal. No payment will be made for temporary steel casings that become stuck, bound or fouled and cannot be practically removed.

Payment will be made under:

Pay Item	Pay Unit
42" Dia. Drilled Piers in Soil	Linear Foot
42" Dia. Drilled Piers Not in Soil	Linear Foot
Permanent Steel Casing for 42" Dia. Drilled Piers	Linear Foot

CROSSHOLE SONIC LOGGING: (11-17-06)

1.0 GENERAL

Use the non-destructive testing method crosshole sonic logging (CSL) to verify the integrity of the drilled pier and quality of concrete. The CSL test method is described in ASTM D6760, "Integrity Testing of Concrete Deep Foundations by Ultrasonic Crosshole Testing". The Engineer will determine the number of CSL tests and which drilled piers will be CSL tested. Drilled piers are referred to as piers in this special provision.

The CSL test measures the time for an ultrasonic pulse to travel from a signal source in one tube to a receiver in another tube. In uniform, good quality concrete, the travel time between equidistant tubes should yield relatively consistent arrival times and correspond to a reasonable pulse velocity, signal amplitude and energy from the bottom to the top of the pier. Longer travel times, decrease in pulse velocity and lower amplitude/energy signals indicate the presence of irregularities such as poor quality concrete, voids, honeycombing, cracking and soil intrusions. The signal may be completely lost by the receiver and CSL recording system for severe defects such as voids.

Retain a CSL Consultant to perform CSL testing on the selected drilled piers. The CSL Consultant shall supply the Contractor with technical assistance and guidance during preparation and testing. Provide suitable access to the site and to the top of piers to be tested. Follow instructions from the CSL Consultant unless directed otherwise by the Engineer.

Place CSL tubes in all drilled piers. Perform CSL testing after concrete achieves a minimum compressive strength of 3000 psi (20.7 MPa) and within 7 to 30 days after concrete placement. After CSL test results have been reviewed and the Engineer has accepted the drilled pier, dewater the tubes and core holes, if any, and fill with an approved grout. If the Engineer elects not to CSL test a pier, obtain approval from the Engineer to dewater the tubes and fill them with an approved grout. Provide, mix and place grout in accordance with the Grout for Structures Special Provision.

2.0 PREQUALIFICATION AND EXPERIENCE REQUIREMENTS

Use a CSL Consultant prequalified by the Contractual Services Unit of the Department for Non-Destructive Foundation Testing work (work code 3070).

Submit documentation that the CSL Consultant has successfully completed at least 5 CSL testing projects within the last 3 years of a scope and complexity similar to that anticipated for this project. Documentation should include the General Contractor and Owner's name and current contact information with descriptions of each past project.

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

3.0 PREPARATION FOR CSL

Submit grout mix design or packaged grout type, CSL Consultant experience documentation, CSL tube size and Type 7 Contractor's Certification, cap details, couplings or joint details and the method for attaching the tubes. Provide this information with the drilled pier construction sequence plan.

Install 4 tubes in each drilled pier with a diameter of 5 ft (1524 mm) or less and 6 tubes in each pier with a diameter of greater than 5 ft (1524 mm). Provide 2 in (50 mm) inside diameter Schedule 40 steel pipe conforming to ASTM A53, Grade A or B, Type E, F or S. The tubes shall have a round, regular internal diameter free of defects or obstructions, including any at tube joints, in order to permit the free, unobstructed passage of source and receiver probes. The tubes shall provide a good bond with the concrete and be watertight.

Fit the tubes with a watertight threaded cap on the bottom and a removable threaded cap on the top. Securely attach the tubes to the interior of the reinforcing cage. Install the tubes in each drilled pier in a regular, symmetric pattern such that each tube is equally spaced from the others around the perimeter of the cage. Place tubes such that large vertical reinforcing bars do not block the direct line between adjacent tubes. The tubes are typically wire-tied to the reinforcing cage every 3 ft (1 m) or otherwise secured such that the tubes remain in position during placement of the cage and concrete. Install tubes as near to vertical and as parallel as possible, as non-vertical tubes can adversely affect data analysis. Extend the tubes from 6 in (150 mm) above the pier tip to at least 3 ft (1 m) above the top of the pier. If the pier top elevation is below ground elevation, extend tubes at least 2 ft (610 mm) above ground surface. If the drilled pier tip elevation is excavated more than 1 ft (305 mm) below the tip elevation shown on the plans, extend the tubes using proper threaded mechanical couplings to within 6 in (150 mm) of the revised pier tip elevation.

Before placing the reinforcing cage, record the tube lengths and positions along the length of the cage. After concrete placement, measure the stickup of the tubes above the top of the drilled piers and verify tube spacing.

After placing reinforcement and before placing concrete, fill the CSL tubes with clean water and cap them to keep out debris. CSL tubes that are not filled with water and capped will be rejected. When removing the caps, use care not to apply excess torque, force or stress, which could break the bond between the tubes and the concrete.

4.0 CSL EQUIPMENT

The minimum requirements of the CSL equipment are as follows:

- A microprocessor based CSL system for display of individual CSL records, analog-digital conversion and recording of CSL data, analysis of receiver responses and printing of report quality CSL logs
- Ultrasonic source and receiver probes which can travel through 2 in (50 mm) I.D. steel pipe
- An ultrasonic voltage pulser to excite the source with a synchronized triggering system to start the recording system
- A depth measurement device to electronically measure and record the source and receiver depths associated with each CSL signal
- Appropriate filter/amplification and cable systems for CSL testing
- An acquisition system that stores each log in digital format, with drilled pier identification, date, time and test details, including the source and receiver gain and displays arrival time data graphically during data acquisition
- 3D tomographic imaging software or source for completing the work.

5.0 CSL TEST PROCEDURE

Perform CSL testing between each adjacent perimeter CSL tube pair and opposite tube pairs along the cross section diameter. Maintain the source and receiver probes in the same horizontal plane unless test results indicate defects or poor concrete zones, in which case, further evaluate the defect zones with angle tests (source and receiver vertically offset at greater than 1.5 ft (460 mm) in the tubes). Report any defects indicated by decreased signal velocity and lower amplitude/energy signals at the time of testing and conduct angle tests in the zones of the defects as defined by the Concrete Condition Rating Criteria (CCRC) in Section 6.0 of this provision. Make CSL measurements at depth intervals of 2.5 in (65 mm) or less from the bottom of the tubes to the top of each pier. Pull the probes simultaneously, starting from the bottom of the tubes, using a depth-measuring device to electronically measure and record the depths associated with each CSL signal. Remove any slack from the cables before pulling to provide for accurate depth measurements of the CSL records. In the event defects are detected, conduct additional logs at no additional cost to the Department.

If CSL probes will not pass through the entire length of the CSL tubes, core a 2 in (50 mm) diameter hole through the concrete the full length of the drilled pier for each inaccessible tube. If the CSL tubes debond from the concrete, core a 2 in (50 mm) diameter hole through the concrete to the depth of the debonding for each debonded tube. Locate core holes approximately 9 in (230 mm) inside the reinforcement as directed by the Engineer. Fill core holes with clean water and cover to keep out debris. No additional payment will be made for coring due to inaccessible or debonded tubes.

6.0 CSL RESULTS AND REPORTING

Submit two hard copies and an electronic copy (pdf or jpeg format on CD or DVD) of a CSL report sealed by the Project Engineer within 5 calendar days after field testing is complete. The CSL report should include but not limited to the following:

A. Title Sheet
   - NCDOT TIP number and WBS element number
   - Project description
   - County
   - Bridge station number
   - Pier location
   - Personnel
   - Report date

B. Introduction

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

D. Pier Details
   - Pier and casing diameters, lengths and elevations
   - Concrete compressive strength
   - Installation methods and details including use of casing, slurry, pump, tremie, dry or wet placement of concrete, etc.

E. CSL Logs

F. Results/Conclusions

G. Attachments
   - Boring log(s)
   - Field Drilled Pier Inspection Forms, Drilling Logs, SID Inspection Forms and Concrete Curves (from Engineer)
   - CSL tube locations, elevations, lengths and identifications
   - CSL hardware model
   - Electronic copy of all CSL raw data

Include CSL logs for each tube pair tested with analysis of the initial pulse arrival time, velocity, relative pulse energy/amplitude and stacked waveform plotted versus depth. List all zones defined by the CCRC in a tabular format including the percent velocity reduction and the velocity values used from the nearby zone of good quality concrete. Discuss each zone defined by the CCRC in the CSL report as appropriate. Base the results on the percent reduction in velocity value from a nearby zone of good quality concrete with good signal amplitude and energy as correlated to the following:

Concrete Condition Rating Criteria (CCRC)			
CCRC	**Rating Symbol**	**Velocity Reduction**	**Indicative Results**
Good	G	≤ 10 %	Good quality concrete
Questionable Defect	Q	>10 % & < 20 %	Minor concrete contamination or intrusion and questionable quality concrete
Poor	P/D	≥ 20 %	Defects exist, possible water/slurry contamination, soil intrusion and/or poor quality concrete
No Signal	NS	No Signal received	Soil intrusion or other severe defect absorbed the signal (assumes good bond of the tube-concrete interface)
Water	W	V = 4750 fps (1450 mps) to 5000 fps (1525 mps)	Water intrusion or water filled gravel intrusion with few or no fines present

The following are a few examples of types and causes of defects:

- Necking or arching of the concrete on withdrawal of the temporary casing.
- Necking or contamination of the concrete due to collapse of the side walls.
- Soft toe due to incomplete cleaning or collapse of the side walls.
- Horizontal lenses of silt\mud\slurry due to the tremie pipe rising above the concrete.
- Voids due to the use of low-slump concrete.
- Honeycombing due to washout of fines.
- Trapping of contaminants due to pumping concrete to fast.

The Engineer will require 5 working days to evaluate the CSL test results and determine whether or not the drilled pier is acceptable. Evaluation of CSL test results, with ratings other than good (G) per the CCRC may require further investigation and additional time for review and analysis of the data. Do not grout the CSL tubes or perform any further work on the CSL tested drilled pier until the Engineer determines whether the drilled pier is acceptable.

Perform tomography in order to further investigate and delineate the boundaries of any defective/unconsolidated zones with 20% or more reduction in velocity value as correlated to the CCRC. Process CSL data to construct easy to understand 2D/3D (2D cross-sections between tubes and 3D volumetric images for the entire pier) color-coded tomographic images indicating velocity variations along the pier. Identify the location and geometry of defective/unconsolidated zones in 3D color images with detailed discussion in the CSL report. Any further tests deemed necessary by the Engineer in order to determine the

acceptability of the drilled pier will be determined after reviewing the CSL report. Additional test or analysis options include 3D tomographic imaging, single-hole sonic testing, sonic echo or impact response tests and concrete coring.

The Engineer determines the depth, location, diameter (PQ or NQ size) and number of core holes when concrete coring is required. If the Engineer is concerned about concrete strength or requires the use of a borehole camera for inspection, large diameter cores (PQ size) are required. Drill a minimum of 2 core holes to intercept the suspected defect zones. Use a coring method that provides maximum core recovery and minimizes abrasion and erosion. Provide concrete cores properly marked in a wooden crate labeled with the drilled pier depth at each interval of core recovery to the NCDOT Materials and Test Unit for evaluation and testing. Submit coring records, signed by the Contractor that include NCDOT project number, name of the Drilling Contractor, date cored and percent core recovery. Allow 5 working days after submitting the core records for the Department's review.

7.0 CORRECTION OF UNACCEPTABLE DRILLED PIER

When the Engineer determines a drilled pier is unacceptable, submit remedial measures to the Department for approval. No compensation will be made for remedial work or losses or damage due to remedial work of drilled piers found defective or not in accordance with the Drilled Piers Special Provision or the plans. Modifications to the drilled pier design or any load transfer mechanisms required by the remedial action shall be designed by a Registered North Carolina Professional Engineer. Include supporting calculations and drawings sealed by a Registered North Carolina Professional Engineer for all foundation elements affected. Do not begin remedial action work until the Department has reviewed and accepted the remedial action plan. Allow 5 working days after submitting the remedial work plan for the Department's review and acceptance. Furnish all materials and work necessary to correct defective drilled piers.

8.0 MEASUREMENT AND PAYMENT

The complete and accepted CSL will be paid for at the unit bid price for "Crosshole Sonic Logging" per each. The Department will only pay for the initial CSL test on a drilled pier; no additional payment will be made for subsequent CSL tests performed on the same drilled pier. Include in this unit bid price all costs incurred for procurements, conducting the CSL testing, reporting of results and incidentals necessary to complete the work including any other test required to determine the acceptability of the drilled pier.

Include the cost of the crosshole sonic logging tubes in the unit bid price for drilled piers. No separate payment will be made for the CSL tubes. The unit bid price for the drilled piers will include full compensation for furnishing, installing, extending tubes, dewatering and grouting of all CSL tubes and core holes, if applicable, and all materials, labor, tools, equipment and incidentals necessary to complete the work.

GROUT FOR STRUCTURES: **(** 7-12-07)

1.0 DESCRIPTION

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

2.0 MATERIALS

Refer to Division 10 of the *Standard Specifications*:

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

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

3.0 REQUIREMENTS

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

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

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

When using approved packaged grout, a grout mix design submittal is not required. Submit grout mix designs in terms of saturated surface dry weights on M&T Form 312U in

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

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

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

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

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

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

4.0 SAMPLING AND PLACEMENT

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

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

Provide grout at a rate that permits proper handling, placing and finishing in accordance with the manufacturer's recommendations unless directed otherwise by the Engineer. Use

grout free of any lumps and undispersed cement. Agitate grout continuously before placement.

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

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

5.0 MISCELLANEOUS

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

HIGH STRENGTH BOLTS: (11-17-06)

In Section 440-8(A) of the Standard Specifications, revise the third paragraph and insert a new paragraph four, respectively, as follows:

"Make sure that plain bolts and washers have a thin coat of lubricant at the time of installation."

"Use nuts that are pre-waxed by the producer/supplier prior to shipping to the project."

PRESTRESSED CONCRETE MEMBERS: (4-02-07)

The 2006 Standard Specifications shall be revised as follows:

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

(A) Producer Qualification

Producers of precast, prestressed concrete members are required to establish proof of their competency and responsibility in accordance with the Precast/Prestressed Concrete Institute's (PCI) Plant Certification Program in order to perform work for the project. Certification of the

manufacturing plant under the PCI program and submission of proof of certification to the State Materials Engineer is required prior to beginning fabrication. Maintain certification

at all times while work is being performed for the Department. Submit proof of certification following each PCI audit to the State Materials Engineer for continued qualification. These same requirements apply to producers subcontracting work from the producer directly employed by the Contractor.

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

- B2 Prestressed Miscellaneous Bridge Products: Includes solid piles, sheet piles and bent caps.

- B3 Prestressed Straight-Strand Bridge Members: Includes all box beams, cored slabs, straight-strand girders and bulb-tees, bridge deck panels, hollow piles, prestressed culverts and straight strand segmental components.

- B4 Prestressed Deflected-Strand Bridge Members: Includes deflected strand girders and bulb-tees, haunched girders, deflected strand segmental superstructure components and other post-tensioned elements.

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

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

1.0 GENERAL

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

2.0 INSTALLATION

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

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

3.0 FIELD TESTING

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

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

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

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

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

4.0 REMOVAL AND REPLACEMENT OF FAILED TEST SPECIMENS:

Remove all anchors and dowels that fail the field test without damage to the surrounding concrete. Redrill holes to remove adhesive bonding material residue and clean the hole in accordance with specifications. For reinstalling replacement anchors or dowels, follow the same procedures as new installations. Do not reuse failed anchors or dowels unless approved by the Engineer.

5.0 USAGE

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

6.0 BASIS OF PAYMENT

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

CURING CONCRETE: (6-12-09)

The 2006 Standard Specifications shall be revised as follows:

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

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

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

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

CONSTRUCTION , MAINTENANCE AND REMOVAL OF TEMPORARY ACCESS AT STATION 14+14.67: (11-17-06)

1.0 GENERAL

Construct, maintain, and remove the temporary access required to provide the working area necessary for construction of the new bridge, or for the removal of an existing bridge, as applicable. Temporary access may include other methods than those outlined in this Special Provision; however, all types of temporary access are required to meet the requirements of all permits, the Standard Specifications, and this Special Provision.

2.0 TEMPORARY ROCK CAUSEWAY [WORKPAD]

Construction of a temporary rock causeway [workpad] within the limits shown on the plans is permitted. Build the causeway [workpad] with Class II riprap topped by a layer of Class A riprap or as otherwise designated on the plans or approved by the Engineer. If desired, recycle the Class II riprap used in the causeway [workpad] for placement in the final riprap slope protection as directed by the Engineer. No payment will be made for recycled riprap as this material is considered incidental to the causeway [workpad] placement and removal. If this option is exercised, no adjustment in contract bid price will be allowed due to an underrun in the quantity of "Rip Rap Class II (2'-0" Thick)."

Completely remove all causeway [workpad] material including pipes and return the entire causeway [workpad] footprint to the original contours and elevations within 90 days of the completion of the deck slab or as otherwise required by permits.

For sites affected by moratoriums or restrictions on in-stream work:

Do not construct or remove causeway [workpad] during the moratorium period shown on the permit. If the completion of the deck slab falls within the prohibitive dates for causeway [workpad] construction or removal, begin causeway [workpad] removal immediately following the prohibitive dates.

3.0 TEMPORARY WORK BRIDGE

At the contractor's option, construction of a temporary work bridge in lieu of the causeway(s) [workpad] is acceptable, provided the temporary work bridge satisfies all permits. Submit details of the temporary work bridge to the Engineer prior to constructing the work bridge to ensure conformance with the plans and all permits. Completely remove the temporary bridge prior to final acceptance or as otherwise required by the permits.

4.0 BASIS OF PAYMENT

The lump sum price bid for "Construction, Maintenance and Removal of Temporary Access at Station 14+14.67" will be full compensation for the above work, or other methods of access, including all material, pipes, work bridge components, equipment, tools, labor, disposal, and incidentals necessary to complete the work.

STANDARD SPECIAL PROVISIONS

MINIMUM WAGES

(7-21-09) Z-5

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

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

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

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

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

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

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

AWARD OF CONTRACT

(6-28-77) Z-6

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

PLANT AND PEST QUARANTINES
(Imported Fire Ant, Gypsy Moth, Witchweed, And Other Noxious Weeds)
(3-18-03) 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, 919-733-6932, or *http://www.ncagr.com/plantind/* to determine those specific project sites located in the quarantined area or for any regulated article used on this project originating in a quarantined county.

Regulated Articles Include

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

ERRATA
(7-21-09) Z-4

Revise the *Standard Specifications for Roads and Structures July 2006* on all projects as follows:

Division 1

Page 1-1, replace AREA - American Railway Engineering Association with ***American Railway Engineering and Maintenance of Way Association*.**

Page 1-7, remove **–L-** in middle of page after INVITATION TO BID and before LABORATORY.

Page 1-25, 102-16(R), move 2nd paragraph to left margin. It is not a part of this subarticle, but part of the entire article.

Division 2

Page 2-9, Subarticle 225-1(C), 1st paragraph, 2nd line, last word, add a "d" to make the word grade become ***graded***.
Page 2-15, Subarticle 226-3, 5th paragraph, first line, replace the word *in* with the word ***is***.
Page 2-23, Subarticle 235-4(B)(9), at the end of the sentence, replace finished greater with finished ***grade***.
Page 2-28, Article 260-3, First paragraph, second line, remove the word *foot*.

Division 3

Page 3-13, Article 340-4, Second paragraph, change Flowable Backfill to Flowable ***Fill***

Division 4

Page 4-29, Article 420-13(A) Description, change reference from Section 1082 to ***Article 1081-6*.**

Page 4-40 Subarticle 420-17(F) first line, change Subarticle 420-17(B) to ***(B) herein***.

Page 4-70, Article 442-13(B) Second sentence, change SSPC Guide 6I to SSPC Guide ***6.***

Pages 4-72, 4-74, 4-76, at the top of the page, substitute the heading Section 452 with Section ***450.***

Page 4-79, at the top of the page, substitute the heading Section 450 with Section ***452***

Page 4-80, change 452-7 to 452-***6*** at the top of the page.

Page 4-80, change Pay Item ___Steel Pile Retaining Walls, to ***Sheet*** Pile Retaining Walls.

Page 4-88, 462-4, Title, Replace last word Measurement with the word ***PAYMENT***

Division 5

Page 5-8, Article 501-15 Measurement and Payment, delete the 4th paragraph that begins The quantity of lime, measured as provided …

Page 5-14, Article 520-11 Measurement and Payment, first paragraph, second line, delete *will be.*

Division 6

Page 6-3, Article 600-9, 2nd Paragraph on this page, replace 818-5 with 818-***4***.

Pages 6-30 and 31, Subarticle 610-3(A)(13) Move 2 paragraphs from the margin to the right under the number (13).

Page 6-43, Article 610-8, 4th paragraph, remove the first ***the***

Page 6-44, 2nd full paragraph, 1st sentence, delete the first ***and*** and add ***transverse*** just before cross-slope control.

Page 6-51, at the top of the page, add ***610-14*** on the same line, and just before the heading MAINTENANCE.

Page 6-53, Article 620-4 sixth paragraph, second line; the word that should be ***which***.

Page 6-66, title, Replace EXISTNG with **EXISTING**

Page 6-66, Article 657-1, Description, first sentence, replace PS/AR (hot-poured rubber asphalt with ***hot applied joint sealer***.

Page 6-66, Article 657-2, replace PS/AR (Hot-Poured Rubber Asphalt with the following:

Item	Section
Hot Applied Joint Sealer	***1028-2***

Page 6-67, at the top of the page, substitute the heading Section 654 with Section ***657.***

Page 6-67, Article 657-3 Construction Methods, 2nd paragraph, replace PS/AR sealant with ***hot applied joint sealer***.

Page 6-71, 660-9(B)(1), Replace the first sentence of the first paragraph with the following:

Using the quantities shown in *Table 660-1,* apply asphalt material to the existing surface followed by an application of No. 78 M or lightweight aggregate.

Page 6-89; Add a period at the end of the last sentence at the bottom of the page.

Page 6-90, Article 663-5, first paragraph, first sentence, change 50oF to ***50^{o}F;*** third paragraph, fourth sentence change 325oF to ***325^{o}F.***

Division 7

Page 7-12, at the top of the page, substitute the heading Section 710 with Section ***700***.

Page 7-15, Article 710-9, 4th paragraph, last line, change 710-11(B) to 710-1***0***(B).

Division 8

Page 8-13, Article 808-3, 4th Paragraph, third line, replace Eexcavation with ***Excavation***

Page 8-35, Article 848-2, Item: Replace Cncrete with ***Concrete***

Division 9

Page 9-2, add ***901-3*** just before CONSTRUCTION METHODS

Division 10

Page 10-12, near bottom of page add ***(C)*** before Proportioning and Mixing of Modified Compositions, which should be bold type.

Page 10-28, at the top of the page, substitute Section 100***6*** for 1005.

Page 10-54, Subarticle 1018-2A), First line, substitute ***(B)*** for II, third line, substitute ***(B)(2)*** for II-b.

Pages 10-56, 10-58, 10-60 at the top of the page, substitute Section 1018 with Section ***1020.***

Page 10-84, Table 1042-1, Class 2, Maximum, change from 23r to ***23***.

Page 10-84, Article 1042-2 Testing, last sentence, replace the word alterations with the word ***cycles***.

Page 10-100, Table 1056-1, replace on the line for Trapezoidal Tear Strength:

Type 1	Type 2	Type 3		Type 4
		Class A	Class B	Soil Stabilization
45 lb	***75*** lb	--	--	***75*** lb

Page 10-116, Subarticle 1070-10, first paragraph, second sentence, add ***or*** just before cold-forged sleeve.

Pages 10-136 through 10-147, at the top of the page, substitute Section 1074 with Section ***1072.***

Page 10-157, Article 1077-11, first paragraph, change the reference from Subarticle 420-18(B) to Subarticle 420-***17***(B).

Page 10-200, Subarticle 1080-14(B), change reference to ASTM D335***9***

Page 10-211, at the top of the page, substitute Section 1081 with Section ***1082.***

Page 10-229, add ***1088-6 BLANK*** on the line above 1088-7 TUBULAR MARKERS.

Page 10-244, add **1089-10** ***BLANK*** and **1089-11** ***BLANK*** on the lines just above 1089-12 FLAGGER.

Page 10-272, delete Article 1098-6 in its entirety. Renumber Articles 1098-7 through 1098-17 as Articles 1098-6 through 1098-16 consecutively.

Division 12

Page 12-21 Add ***1266-2*** just before the heading MATERIALS.

Division 14

Page 14-33, Article 1413-6, first paragraph, first sentence, first line, replace made with ***paid or.***

Division 15

- Page 15-2 add ***1500-4*** just before the heading WEEKEND, NIGHT AND HOLIDAY WORK.
- Page 15-4, Subarticle 1505-3(A)(2), replace the 2nd line with the following: ***Provide shielding or shoring as required under Section 150 or as required elsewhere in the contract.***
- Page 15-5, add ***1505-6*** on the same line and just before the heading MEASUREMENT AND PAYMENT. (Remove the period after PAYMENT.)
- Page 15-6, Article 1505-6(3), delete *in Section 1175* and replace it with *elsewhere in the contract*.
- Page 15-8, add **1510-4** on the same line and just before the heading MEASUREMENT AND PAYMENT.
- Page 15-10, substitute **BLANK** for CONSTRUCTION REQUIREMENTS on the same line and just before 1515-4.
- Page 15-10, substitute **CONSTRUCTION REQUIREMENTS** for General Requirements
- Page 15-10, Article 1515-4, add ***(D)*** just before the bolded Fire Hydrants.
- Page 15-13, Article 1520-3, 8th paragraph, add ***pipe*** after diameter.
- Page 15-22, add ***1540-3*** on the same line and just before the heading CONSTRUCTION REQUIREMENTS.
- Page 15-28, Replace 1550-6 METHOD OF MEASUREMENT with ***MEASUREMENT AND PAYMENT.***

Division 16

- Page 16-12, Subarticle 1632-1(C) ¼ Inch hardware cloth, change the minimum width from 24 inches to 48 inches.

Division 17

- Page 17-19, Subarticle 1725-2 Material, Second paragraph, change Article 1098-7 to 1098-***8***
- Page 17-20, Subarticle 1726-2 Material, Second paragraph, change Article 1098-8 to 1098-**9**

END

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 or the sole purpose of meeting the Contractor's goals shall be a violation of the contract, the executive Order and the regulations *in 41 CFR Part 60-4*. Compliance with the goals will be measured against the total work hours performed.

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

EMPLOYMENT GOALS FOR MINORITY AND FEMALE PARTICIPATION

Economic Areas

Area 023 29.7%
Bertie County
Camden County
Chowan County
Gates County
Hertford County
Pasquotank County
Perquimans County

Area 024 31.7%
Beaufort County
Carteret County
Craven County
Dare County
Edgecombe County
Green County
Halifax County
Hyde County
Jones County
Lenoir County
Martin County
Nash County
Northampton County
Pamlico County
Pitt County
Tyrrell County
Washington County
Wayne County
Wilson County

Area 025 23.5%
Columbus County
Duplin County
Onslow County
Pender County

Area 026 33.5%
Bladen County
Hoke County
Richmond County
Robeson County
Sampson County
Scotland County

Area 027 24.7%
Chatham County
Franklin County
Granville County
Harnett County
Johnston County
Lee County
Person County
Vance County
Warren County

Area 028 15.5%
Alleghany County
Ashe County
Caswell County
Davie County
Montgomery County
Moore County
Rockingham County
Surry County
Watauga County
Wilkes County

Area 029 15.7%
Alexander County
Anson County
Burke County
Cabarrus County
Caldwell County
Catawba County
Cleveland County
Iredell County
Lincoln County
Polk County
Rowan County
Rutherford County
Stanly County

Area 0480 8.5%
Buncombe County
Madison County

Area 030 6.3%
Avery County
Cherokee County
Clay County
Graham County
Haywood County
Henderson County
Jackson County
McDowell County
Macon County
Mitchell County
Swain County
Transylvania County
Yancey County

SMSA Areas

Area 5720 26.6%
Currituck County

Area 9200 20.7%
Brunswick County
New Hanover County

Area 2560 24.2%
Cumberland County

Area 6640 22.8%
Durham County
Orange County
Wake County

Area 1300 16.2%
Alamance County

Area 3120 16.4%
Davidson County
Forsyth County
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%

ON-THE JOB TRAINING:
(10-16-07) (Rev 7-21-09) 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. A sample agreement is available at www.ncdot.org/business/ocs/ojt/.

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.

REQUIRED CONTRACT PROVISIONS FEDERAL - AID CONSTRUCTION CONTRACTS

FHWA - 1273 Electronic Version – 3/10/1 994 Z-8

ATTACHMENTS

I. GENERAL

1. These contract provisions shall apply to all work performed on the contract by the contractor's own organization and with the assistance of workers under the contractor's immediate superintendent and to all work performed on the contract by piecework, station work, or by subcontract.
2. Except as otherwise provided for in each section, the contractor shall insert in each subcontract all of the stipulations contained in these Required Contract Provisions, and further require their inclusion in any lower tier subcontract or purchase order that may in turn be made. The Required Contract Provisions shall not be incorporated by reference in any case. The prime contractor shall be responsible for compliance by any subcontractor or lower tier subcontractor with these Required Contract Provisions.
3. A breach of any of the stipulations contained in these Required Contract Provisions shall be sufficient grounds for termination of the contract.
4. A breach of the following clauses of the Required Contract Provisions may also be grounds for debarment as provided in 29 CFR 5.12:
   Section I, paragraph 2;
   Section IV, paragraphs 1, 2, 3, 4, and 7;
   Section V, paragraphs 1 and 2a through 2g.
5. Disputes arising out of the labor standards provisions of Section IV (except paragraph 5) and Section V of these Required Contract Provisions shall not be subject to the general disputes clause of this contract. Such disputes shall be resolved in accordance with the procedures of the U.S. Department of Labor (DOL) as set forth in 29 CFR 5, 6, and 7. Disputes within the meaning of this clause include disputes between the contractor (or any of its subcontractors) and the contracting agency, the DOL, or the contractor's employees or their representatives.
6. **Selection of Labor:** During the performance of this contract, the contractor shall not:
   a. discriminate against labor from any other State, possession, or territory of the United States (except for employment preference for Appalachian contracts, when applicable, as specified in Attachment A), or
   b. employ convict labor for any purpose within the limits of the project unless it is labor performed by convicts who are on parole, supervised release, or probation.

II. NONDISCRIMINATION

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

1. **Equal Employment Opportunity:** Equal employment opportunity (EEO) requirements not to discriminate and to take affirmative action to assure equal opportunity as set forth under laws, executive orders, rules, regulations (28 CFR 35, 29 CFR 1630 and 41 CFR 60) and orders of the Secretary of Labor as modified by the provisions prescribed herein, and imposed pursuant to 23 U.S.C. 140 shall constitute the EEO and

specific affirmative action standards for the contractor's project activities under this contract. The Equal Opportunity Construction Contract Specifications set forth under 41 CFR 60-4.3 and the provisions of the American Disabilities Act of 1990 (42 U.S.C. 12101 et seq.) set forth under 28 CFR 35 and 29 CFR 1630 are incorporated by reference in this contract. In the execution of this contract, the contractor agrees to comply with the following minimum specific requirement activities of EEO:

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

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

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

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

3. **Dissemination of Policy:** All members of the contractor's staff who are 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 will be taken as a minimum:

   a. Periodic meetings of supervisory and personnel office employees will be conducted before the start of work and then not less often than once every six months, at which time the contractor's EEO policy and its implementation will be reviewed and explained. The meetings will be conducted by the EEO Officer.

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

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

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

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

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

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

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

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

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

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

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

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

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

6. **Training and Promotion:**

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

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

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

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

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

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

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

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

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

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

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

b. Disadvantaged business enterprises (DBE), as defined in 49 CFR 23, shall have equal opportunity to compete for and perform subcontracts which the contractor enters into pursuant to this contract. The contractor will use his best efforts to solicit bids from and to utilize DBE subcontractors or

subcontractors with meaningful minority group and female representation among their employees. Contractors shall obtain lists of DBE construction firms from SHA personnel.

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

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

   a. The records kept by the contractor shall document the following:
      1. The number of minority and non-minority group members and women employed in each work classification on the project;
      2. The progress and efforts being made in cooperation with unions, when applicable, to increase employment opportunities for minorities and women;
      3. The progress and efforts being made in locating, hiring, training, qualifying, and upgrading minority and female employees; and
      4. The progress and efforts being made in securing the services of DBE subcontractors or subcontractors with meaningful minority and female representation among their employees.

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

III. NONSEGREGATED FACILITIES

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

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

b. As used in this certification, the term "segregated facilities" means any waiting rooms, work areas, restrooms and washrooms, restaurants and other eating areas, timeclocks, locker rooms, and other storage or dressing areas, parking lots, drinking fountains, recreation or entertainment areas, transportation, and housing facilities provided for employees which are segregated by explicit directive, or are, in fact, segregated on the basis of race, color, religion, national origin, age or disability, because of habit, local custom, or otherwise. The only exception will be for the disabled when the demands for accessibility override (e.g. disabled parking).

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

IV. PAYMENT OF PREDETERMINED MINIMUM WAGE

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

1. **General:**

   a. All mechanics and laborers employed or working upon the site of the work will be paid unconditionally and not less often than once a week and without subsequent deduction or rebate on any account [except such payroll deductions as are permitted by regulations (29 CFR 3) issued by the Secretary of Labor under the Copeland Act (40 U.S.C. 276c)] the full amounts of wages and bona fide fringe benefits (or cash equivalents thereof) due at time of payment. The payment shall be computed at wage rates not less than those contained in the wage determination of the Secretary of Labor (hereinafter "the wage determination") which is attached hereto and made a part hereof, regardless of any contractual relationship which may be alleged to exist between the contractor or its subcontractors and such laborers and mechanics.

The wage determination (including any additional classifications and wage rates conformed under paragraph 2 of this Section IV and the DOL poster (WH-1321) or Form FHWA-1495) shall be posted at all times by the contractor and its subcontractors at the site of the work in a prominent and accessible place where it can be easily seen by the workers. For the purpose of this Section, contributions made or costs reasonably anticipated for bona fide fringe benefits under Section 1(b)(2) of the Davis-Bacon Act (40 U.S.C. 276a) on behalf of laborers or mechanics are considered wages paid to such laborers or mechanics, subject to the provisions of Section IV, paragraph 3b, hereof. Also, for the purpose of this Section, regular contributions made or costs incurred for more than a weekly period (but not less often than quarterly) under plans, funds, or programs, which cover the particular weekly period, are deemed to be constructively made or incurred during such weekly period. Such laborers and mechanics shall be paid the appropriate wage rate and fringe benefits on the wage determination for the classification of work actually performed, without regard to skill, except as provided in paragraphs 4 and 5 of this Section IV.

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

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

2. **Classification:**

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

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

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

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

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

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

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

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

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

3. **Payment of Fringe Benefits:**

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

b. If the contractor or subcontractor, as appropriate, does not make payments to a trustee or other third person, he/she may consider as a part of the wages of any laborer or mechanic the amount of any costs reasonably anticipated in providing bona fide fringe benefits under a plan or program, provided, that

the Secretary of Labor has found, upon the written request of the contractor, that the applicable standards of the Davis-Bacon Act have been met. The Secretary of Labor may require the contractor to set aside in a separate account assets for the meeting of obligations under the plan or program.

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

a. Apprentices:

1. Apprentices will be permitted to work at less than the predetermined rate for the work they performed when they are employed pursuant to and individually registered in a bona fide apprenticeship program registered with the DOL, Employment and Training Administration, Bureau of Apprenticeship and Training, or with a State apprenticeship agency recognized by the Bureau, or if a person is employed in his/her first 90 days of probationary employment as an apprentice in such an apprenticeship program, who is not individually registered in the program, but who has been certified by the Bureau of Apprenticeship and Training or a State apprenticeship agency (where appropriate) to be eligible for probationary employment as an apprentice.
2. The allowable ratio of apprentices to journeyman-level employees on the job site in any craft classification shall not be greater than the ratio permitted to the contractor as to the entire work force under the registered program. Any employee listed on a payroll at an apprentice wage rate, who is not registered or otherwise employed as stated above, shall be paid not less than the applicable wage rate listed in the wage determination for the classification of work actually performed. In addition, any apprentice performing work on the job site in excess of the ratio permitted under the registered program shall be paid not less than the applicable wage rate on the wage determination for the work actually performed. Where a contractor or subcontractor is performing construction on a project in a locality other than that in which its program is registered, the ratios and wage rates (expressed in percentages of the journeyman-level hourly rate) specified in the contractor's or subcontractor's registered program shall be observed.
3. Every apprentice must be paid at not less than the rate specified in the registered program for the apprentice's level of progress, expressed as a percentage of the journeyman-level hourly rate specified in the applicable wage determination. Apprentices shall be paid fringe benefits in accordance with the provisions of the apprenticeship program. If the apprenticeship program does not specify fringe benefits, apprentices must be paid the full amount of fringe benefits listed on the wage determination for the applicable classification. If the Administrator for the Wage and Hour Division determines that a different practice prevails for the applicable apprentice classification, fringes shall be paid in accordance with that determination.
4. In the event the Bureau of Apprenticeship and Training, or a State apprenticeship agency recognized by the Bureau, withdraws approval of an apprenticeship program, the contractor or subcontractor will no longer be permitted to utilize apprentices at less than the applicable predetermined rate for the comparable work performed by regular employees until an acceptable program is approved.

b. Trainees:

1. Except as provided in 29 CFR 5.16, trainees will not be permitted to work at less than the predetermined rate for the work performed unless they are employed pursuant to and individually registered in a program which has received prior approval, evidenced by formal certification by the DOL, Employment and Training Administration.
2. The ratio of trainees to journeyman-level employees on the job site shall not be greater than permitted under the plan approved by the Employment and Training Administration. Any employee listed on the payroll at a trainee rate who is not registered and participating in a training plan approved by the Employment and Training Administration shall be paid not less than the applicable wage rate on the wage determination for the classification of work actually performed. In addition, any trainee performing work on the job site in excess of the ratio permitted under the registered program shall be paid not less than the applicable wage rate on the wage determination for the work actually performed.
3. Every trainee must be paid at not less than the rate specified in the approved program for his/her level of progress, expressed as a percentage of the journeyman-level hourly rate specified in the applicable wage determination. Trainees shall be paid fringe benefits in accordance with the provisions of the trainee program. If the trainee program does not mention fringe benefits, trainees shall be paid the full amount of fringe benefits listed on the wage determination unless the Administrator of the Wage and Hour Division determines that

there is an apprenticeship program associated with the corresponding journeyman-level wage rate on the wage determination which provides for less than full fringe benefits for apprentices, in which case such trainees shall receive the same fringe benefits as apprentices.

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

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

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

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

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

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

9. **Withholding for Unpaid Wages and Liquidated Damages:**
The SHA shall upon its own action or upon written request of any authorized representative of the DOL withhold, or cause to be withheld, from any monies payable on account of work performed by the contractor or subcontractor under any such contract or any other Federal contract with the same prime contractor, or any other Federally-assisted contract subject to the Contract Work Hours and Safety Standards Act, which is held by the same prime contractor, such sums as may be determined to be

necessary to satisfy any liabilities of such contractor or subcontractor for unpaid wages and liquidated damages as provided in the clause set forth in paragraph 8 above.

V. STATEMENTS AND PAYROLLS

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

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

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

2. **Payrolls and Payroll Records:**

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

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

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

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

1. that the payroll for the payroll period contains the information required to be maintained under paragraph 2b of this Section V and that such information is correct and complete;
2. that such laborer or mechanic (including each helper, apprentice, and trainee) employed on the contract during the payroll period has been paid the full weekly wages earned, without rebate, either directly or indirectly, and that no deductions have been made either directly or indirectly from the full wages earned, other than permissible deductions as set forth in the Regulations, 29 CFR 3;
3. that each laborer or mechanic has been paid not less that the applicable wage rate and fringe benefits or cash equivalent for the classification of worked performed, as specified in the applicable wage determination incorporated into the contract.

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

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

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

VI. RECORD OF MATERIALS, SUPPLIES AND LABOR THIS SECTION DELETED JUNE 4, 2007.

VII. SUBLETTING OR ASSIGNING THE CONTRACT

1. The contractor shall perform with its own organization contract work amounting to not less than 30 percent (or a greater percentage if specified elsewhere in the contract) of the total original contract price, excluding any specialty items designated by the State. Specialty items may be performed by subcontract and the amount of any such specialty items performed may be deducted from the total original contract price before computing the amount of work required to be performed by the contractor's own organization (23 CFR 635).
   a. "Its own organization" shall be construed to include only workers employed and paid directly by the prime contractor and equipment owned or rented by the prime contractor, with or without operators. Such term does not include employees or equipment of a subcontractor, assignee, or agent of the prime contractor.
   b. "Specialty Items" shall be construed to be limited to work that requires highly specialized knowledge, abilities, or equipment not ordinarily available in the type of contracting organizations qualified and expected to bid on the contract as a whole and in general are to be limited to minor components of the overall contract.
2. The contract amount upon which the requirements set forth in paragraph 1 of Section VII is computed includes the cost of material and manufactured products which are to be purchased or produced by the contractor under the contract provisions.
3. The contractor shall furnish (a) a competent superintendent or supervisor who is employed by the firm, has full authority to direct performance of the work in accordance with the contract requirements, and is in charge of all construction operations (regardless of who performs the work) and (b) such other of its own organizational resources (supervision, management, and engineering services) as the SHA contracting officer determines is necessary to assure the performance of the contract.
4. No portion of the contract shall be sublet, assigned or otherwise disposed of except with the written consent of the SHA contracting officer, or authorized representative, and such consent when given shall not be construed to relieve the contractor of any responsibility for the fulfillment of the contract. Written consent will be given only after the SHA has assured that each subcontract is evidenced in writing and that it contains all pertinent provisions and requirements of the prime contract.

VIII. SAFETY: ACCIDENT PREVENTION

1. In the performance of this contract the contractor shall comply with all applicable Federal, State, and local laws governing safety, health, and sanitation (23 CFR 635). The contractor shall provide all safeguards, safety devices and protective equipment and take any other needed actions as it determines, or as the SHA contracting officer may determine, to be reasonably necessary to protect the life and health of employees on the job and the safety of the public and to protect property in connection with the performance of the work covered by the contract.
2. It is a condition of this contract, and shall be made a condition of each subcontract, which the contractor enters into pursuant to this contract, that the contractor and any subcontractor shall not permit any employee, in performance of the contract, to work in surroundings or under conditions which are unsanitary, hazardous or dangerous to his/her health or safety, as determined under construction safety and health standards (29 CFR 1926) promulgated by the Secretary of Labor, in accordance with Section 107 of the Contract Work Hours and Safety Standards Act (40 U.S.C. 333).

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

IX. FALSE STATEMENTS CONCERNING HIGHWAY PROJECTS

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

NOTICE TO ALL PERSONNEL ENGAGED ON FEDERAL-AID HIGHWAY PROJECTS

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

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

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

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

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

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

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

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

1. That any facility that is or will be utilized in the performance of this contract, unless such contract is exempt under the Clean Air Act, as amended (42 U.S.C. 1857 et seq., as amended by Pub.L. 91-604), and under the Federal Water Pollution Control Act, as amended (33 U.S.C. 1251 et seq., as amended by Pub.L. 92-500), Executive Order11738, and regulations in implementation thereof (40 CFR 15) is not listed, on the date of contract award, on the U.S. Environmental Protection Agency (EPA) List of Violating Facilities pursuant to 40 CFR 15.20.
2. That the firm agrees to comply and remain in compliance with all the requirements of Section 114 of the Clean Air Act and Section 308 of the Federal Water Pollution Control Act and all regulations and guidelines listed thereunder.
3. That the firm shall promptly notify the SHA of the receipt of any communication from the Director, Office of Federal Activities, EPA, indicating that a facility that is or will be utilized for the contract is under consideration to be listed on the EPA List of Violating Facilities.
4. That the firm agrees to include or cause to be included the requirements of paragraph 1 through 4 of this Section X in every nonexempt subcontract, and further agrees to take such action as the government may direct as a means of enforcing such requirements.

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

1. **Instructions for Certification - Primary Covered Transactions:**
(Applicable to all Federal-aid contracts - 49 CFR 29)
   a. By signing and submitting this proposal, the prospective primary participant is providing the certification set out below.
   b. The inability of a person to provide the certification set out below will not necessarily result in denial of participation in this covered transaction. The prospective participant shall submit an explanation of why it cannot provide the certification set out below. The certification or explanation will be considered in connection with the department or agency's determination whether to enter into this transaction. However, failure of the prospective primary participant to furnish a certification or an explanation shall disqualify such a person from participation in this transaction.
   c. The certification in this clause is a material representation of fact upon which reliance was placed when the department or agency determined to enter into this transaction. If it is later determined that the prospective primary participant knowingly rendered an erroneous certification, in addition to other remedies available to the Federal Government, the department or agency may terminate this transaction for cause of default.
   d. The prospective primary participant shall provide immediate written notice to the department or agency to whom this proposal is submitted if any time the prospective primary participant learns that its certification was erroneous when submitted or has become erroneous by reason of changed circumstances.
   e. The terms "covered transaction," "debarred," "suspended," "ineligible," "lower tier covered transaction," "participant," "person," "primary covered transaction," "principal," "proposal," and "voluntarily excluded," as used in this clause, have the meanings set out in the Definitions and Coverage sections of rules implementing Executive Order 12549. You may contact the department or agency to which this proposal is submitted for assistance in obtaining a copy of those regulations.
   f. The prospective primary participant agrees by submitting this proposal that, should the proposed covered transaction be entered into, it shall not knowingly enter into any lower tier covered transaction with a person who is debarred, suspended, declared ineligible, or voluntarily excluded from participation in this covered transaction, unless authorized by the department or agency entering into this transaction.
   g. The prospective primary participant further agrees by submitting this proposal that it will include the clause titled "Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion-Lower Tier Covered Transaction," provided by the department or agency entering into this covered transaction, without modification, in all lower tier covered transactions and in all solicitations for lower tier covered transactions.
   h. A participant in a covered transaction may rely upon a certification of a prospective participant in a lower tier covered transaction that is not debarred, suspended, ineligible, or voluntarily excluded from the covered transaction, unless it knows that the certification is erroneous. A participant may decide the method and frequency by which it determines the eligibility of its principals. Each participant may, but is not required to, check the nonprocurement portion of the "Lists of Parties Excluded From Federal Procurement or Nonprocurement Programs" (Nonprocurement List) which is compiled by the General Services Administration.
   i. Nothing contained in the foregoing shall be construed to require establishment of a system of records in order to render in good faith the certification required by this clause. The knowledge and information of participant is not required to exceed that which is normally possessed by a prudent person in the ordinary course of business dealings.
   j. Except for transactions authorized under paragraph f of these instructions, if a participant in a covered transaction knowingly enters into a lower tier covered transaction with a person who is suspended, debarred, ineligible, or voluntarily excluded from participation in this transaction, in addition to other remedies available to the Federal Government, the department or agency may terminate this transaction for cause or default.

* * * * *

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

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

* * * * *

2. Instructions for Certification - Lower Tier Covered Transactions:

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

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

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

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

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

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

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

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

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

i. Except for transactions authorized under paragraph e of these instructions, if a participant in a covered transaction knowingly enters into a lower tier covered transaction with a person who is suspended, debarred, ineligible, or voluntarily excluded from participation in this transaction, in addition to other

remedies available to the Federal Government, the department or agency with which this transaction originated may pursue available remedies, including suspension and/or debarment.

* * * * *

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

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

* * * * *

XII. CERTIFICATION REGARDING USE OF CONTRACT FUNDS FOR LOBBYING

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

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

GENERAL DECISION NC20080010 07/24/2009 NC10

Z-11

Date: July 24, 2009

General Decision Number NC20080010 07/24/2009

Superseded General Decision No. NC20070010

State: North Carolina

Construction Type: HIGHWAY

COUNTIES:

Alleghany	Granville	Pasquotank
Anson	Greene	Pender
Ashe	Halifax	Perquimans
Avery	Harnett	Person
Beaufort	Haywood	Pitt
Bertie	Henderson	Polk
Bladen	Hertford	Richmond
Brunswick	Hoke	Robeson
Caldwell	Hyde	Rockingham
Camden	Iredell	Rutherford
Carteret	Jackson	Sampson
Caswell	Johnston	Scotland
Chatham	Jones	Stanly
Cherokee	Lee	Surry
Chowan	Lenoir	Swain
Clay	Macon	Transylvania
Cleveland	Madison	Tyrrell
Columbus	Martin	Vance
Craven	McDowell	Warren
Currituck	Mitchell	Washington
Dare	Montgomery	Watauga
Duplin	Moore	Wayne
Edgecombe	Nash	Wilkes
Gates	Northampton	Wilson
Graham	Pamlico	Yancey

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

Modification Number	Publication Date
0	2/08/2008
1	7/25/2008
2	7/24/2009

	Rates	Fringes
CARPENTER	7.71	
CONCRETE FINISHER	7.64	
IRONWORKER (Reinforcing)	9.27	
LABORER		
General	7.25	
Asphalt Raker	7.25	
Form Setter (Road)	7.25	
Mason (Brick, Block, Stone)	7.76	
Pipe Layer	7.25	
Power Tool Operator	7.25	
POWER EQUIPMENT OPERATORS		
Asphalt Distributor	7.25	
Asphalt Paver	7.25	
Bulldozer	7.25	
Bulldozer (utility)	7.25	
Concrete Finishing Machine	9.48	
Concrete Grinder	8.13	
Crane, Backhoe, Shovel, & Dragline (Over 1 yd.)	8.53	
Crane, Backhoe, Shovel, & Dragline (1 yd. & under)	7.25	
Drill Operator	7.65	
Grade Checker	7.25	
Grease person	7.25	
Hydroseeder	7.25	
Loader	7.25	
Mechanic	8.27	
Milling Machine	8.00	
Motor Grader (Fine Grade)	8.01	
Motor Grader (Rough Grade)	7.42	
Oiler	7.25	
Piledriver	11.00	
Roller (Finish)	7.25	
Roller (Rough)	7.25	
Scraper	7.25	
Screed Asphalt	7.25	
Stone Spreader	7.25	
Stripping Machine Operator	7.25	
Subgrade Machine	9.00	
Sweeper	7.25	
Tractor (utility)	7.25	
TRUCK DRIVERS		
Single Rear Axle Trucks	7.25	
Multi Rear Axle Trucks	7.25	
Heavy Duty trucks	7.25	
Welder	9.07	

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

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

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

WAGE DETERMINATION APPEALS PROCESS

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

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

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

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

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

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

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

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

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

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

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

END OF GENERAL DECISION

ATTACHMENT A

LISTING OF DBE SUBCONTRACTORS

4 SHEETS

ATTACHMENT A

LISTING OF DBE SUBCONTRACTORS

Sheet _____ of _____

FIRM NAME AND ADDRESS	MBE or WBE	ITEM NO.	ITEM DESCRIPTION	* AGREED UPON UNIT PRICE	** DOLLAR VOLUME OF ITEM

Contract No. _____ County _____ Firm _____

This form must be completed in order for the Bid to be considered responsive and be publicly read.

Bidders with no DBE participation must so indicate this on the form by entering the word or number *zero*.

LISTING OF DBE SUBCONTRACTORS

Sheet _____ of _____

FIRM NAME AND ADDRESS	MBE or WBE	ITEM NO.	ITEM DESCRIPTION	* AGREED UPON UNIT PRICE	** DOLLAR VOLUME OF ITEM

Contract No. _____ **County _____** **Firm _____**

This form must be completed in order for the Bid to be considered responsive and be publicly read.
Bidders with no DBE participation must so indicate this on the form by entering the word or number *zero*.

LISTING OF DBE SUBCONTRACTORS

Sheet _____ of _____

FIRM NAME AND ADDRESS	MBE or WBE	ITEM NO.	ITEM DESCRIPTION	* AGREED UPON UNIT PRICE	** DOLLAR VOLUME OF ITEM

Contract No. _____ **County _____** **Firm _____**

This form must be completed in order for the Bid to be considered responsive and be publicly read.
Bidders with no DBE participation must so indicate this on the form by entering the word or number *zero*.

LISTING OF DBE SUBCONTRACTORS

Sheet _____ of _____

FIRM NAME AND ADDRESS	MBE or WBE	ITEM NO.	ITEM DESCRIPTION	* AGREED UPON UNIT PRICE	** DOLLAR VOLUME OF ITEM

***** The Dollar Volume shown in this column shall be the Actual Price Agreed Upon by the Prime Contractor and the DBE subcontractor, and these prices will be used to determine the percentage of the DBE participation in the contract.

** Must have entry even if figure to be entered is zero.

** Dollar Volume of DBE Subcontractor $ _____

Percentage of Total Contract Bid Price _____ %

This form must be completed in order for the Bid to be considered responsive and be publicly read.
Bidders with no DBE participation must so indicate this on the form by entering the word or number *zero*.

GEOTECHNICAL ATTACHMENT B

The following Geotechnical Bore Holes Sections are for information only and are not a part of this contract. This information is for investigation only and no accuracy is implied or guaranteed. No claim will be allowed as a result of the use of this information.

BRIDGE No. 177 ON SR-1189 OVER CANE CREEK

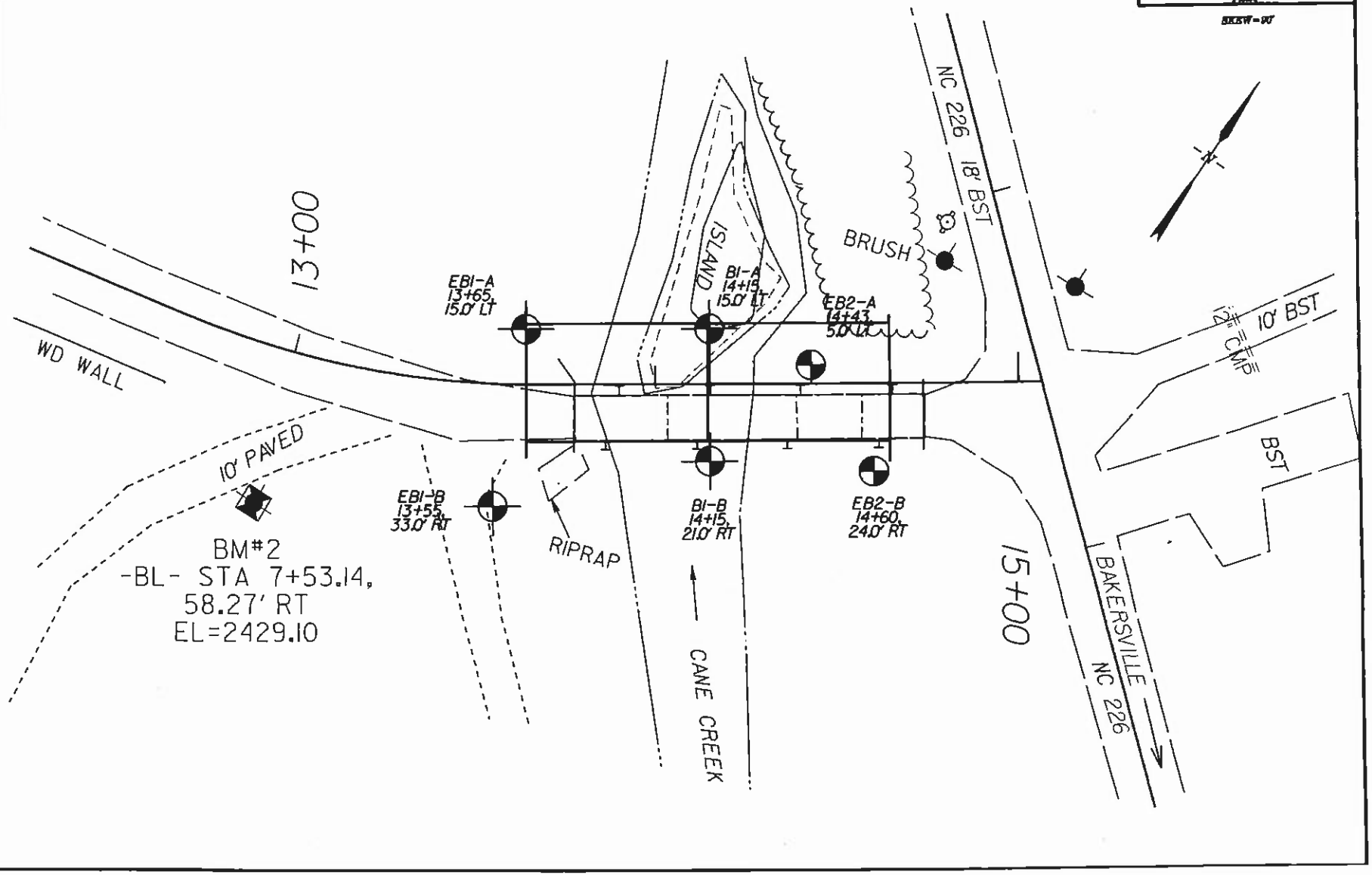
PROJECT REFERENCE NO.	SHEET
4257A.1.1 BR-SIZE	3/19

SITE PLAN

0 25 50

FEET

SKEW = 90°



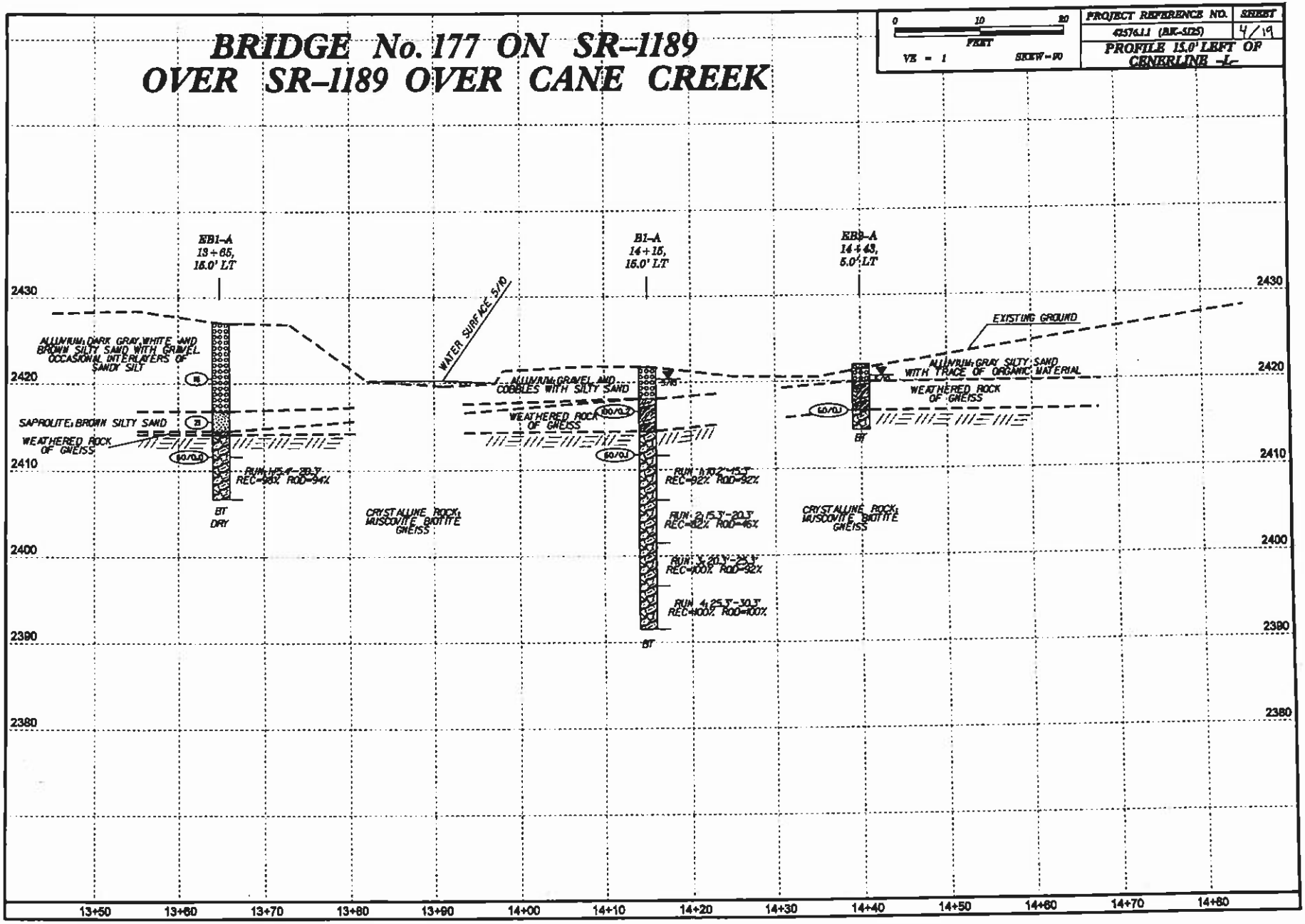
BRIDGE No. 177 ON SR-1189 OVER SR-1189 OVER CANE CREEK

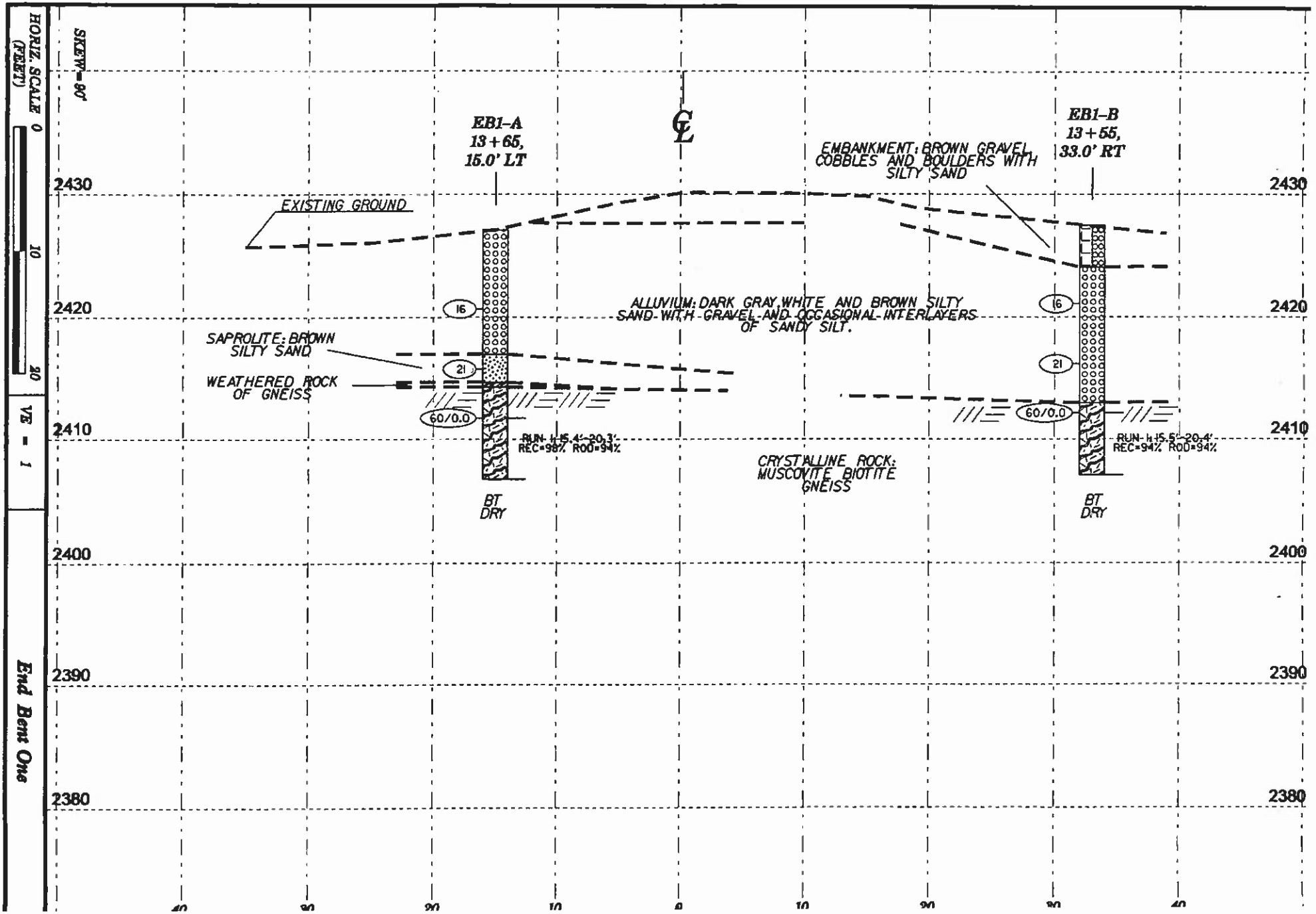
PROJECT REFERENCE NO.	SHEET
42574.1.1 (BR-5125)	4/19

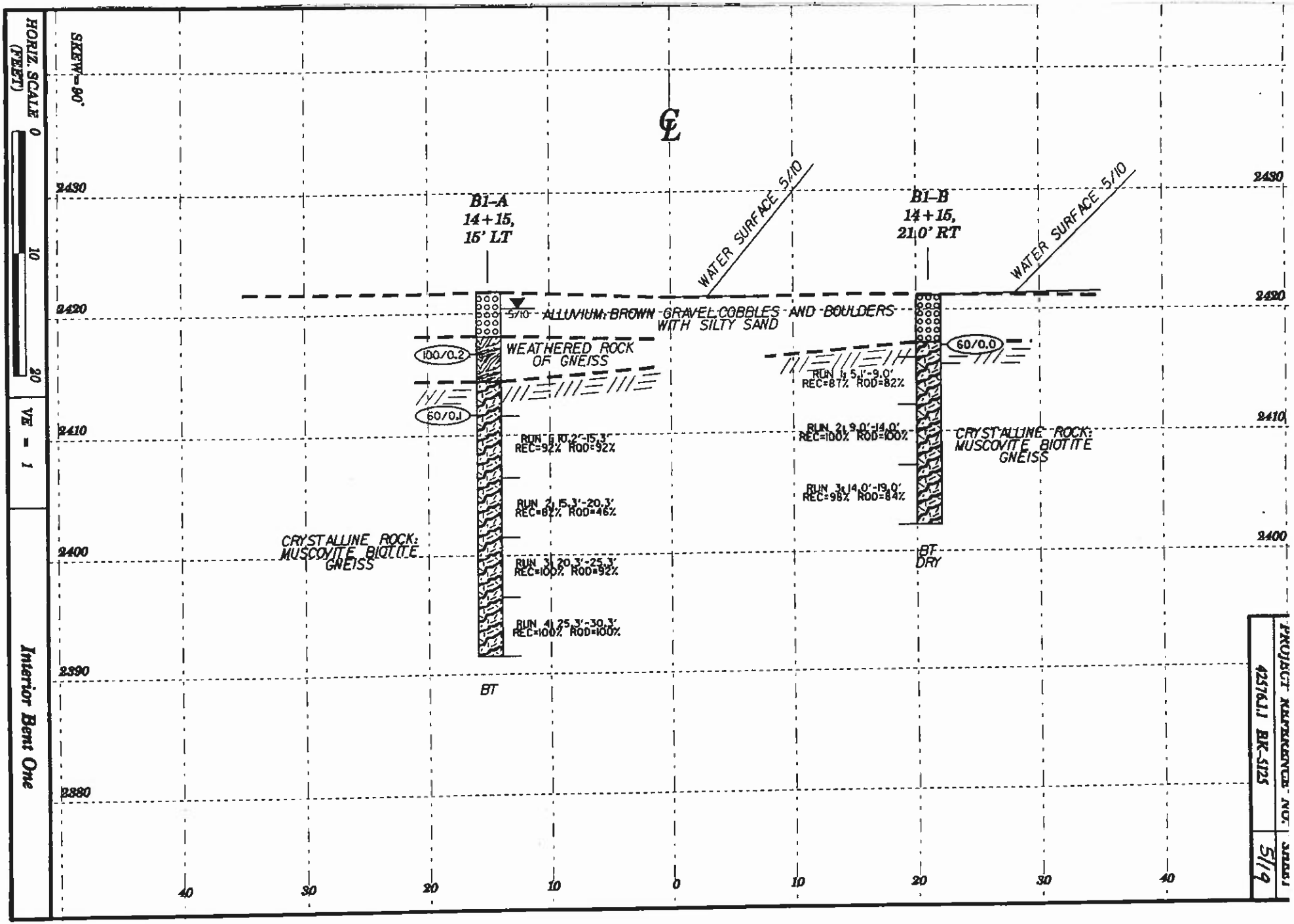
PROFILE 15.0' LEFT OF CENTERLINE -L-

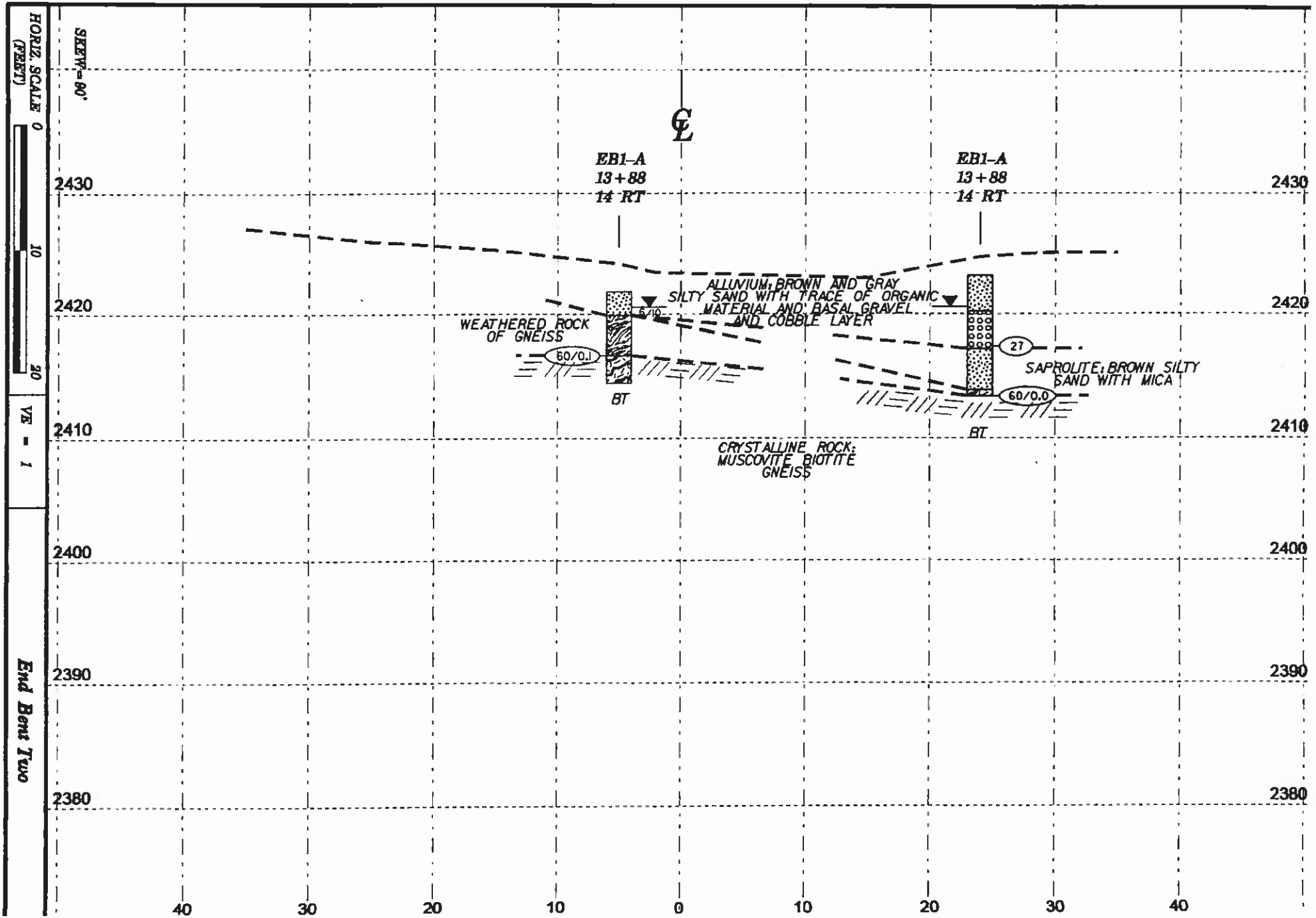
0 10 20 FEET

VE = 1 SKEW = 90




HORIZ. SCALE (FEET)
0
10
20
VE = 1
SKEW=90°
EB1-A
13+65,
15.0' LT
℄
EB1-B
13+55,
33.0' RT
EMBANKMENT: BROWN GRAVEL, COBBLES AND BOULDERS WITH SILTY SAND
EXISTING GROUND
ALLUVIUM: DARK GRAY, WHITE AND BROWN SILTY SAND WITH GRAVEL AND OCCASIONAL INTERLAYERS OF SANDY SILT.
SAPROLITE: BROWN SILTY SAND
WEATHERED ROCK OF GNEISS
16
21
60/0.0
RUN: 4.5'-20.4'
REC=94% ROD=94%
RUN: 4.4'-20.3'
REC=98% ROD=94%
CRYSTALLINE ROCK: MUSCOVITE BIOTITE GNEISS
BT
DRY
2430
2420
2410
2400
2390
2380
End Bent One


HORIZ. SCALE (FEET)
0
10
20
VE = 1
Interior Bent One
SKEW=90°
2430
2420
2410
2400
2390
2380
B1-A
14+15,
15' LT
B1-B
14+15,
21.0' RT
WATER SURFACE 5/10
WATER SURFACE 5/10
5/10
ALLUVIUM: BROWN GRAVEL COBBLES AND BOULDERS WITH SILTY SAND
100/0.2
WEATHERED ROCK OF GNEISS
60/0.1
60/0.0
RUN 1, 5.1'-9.0'
REC=87% ROD=82%
RUN 1, 10.2'-15.3'
REC=92% ROD=92%
RUN 2, 9.0'-14.0'
REC=100% ROD=100%
CRYSTALLINE ROCK: MUSCOVITE BIOTITE GNEISS
RUN 2, 15.3'-20.3'
REC=82% ROD=46%
RUN 3, 14.0'-19.0'
REC=98% ROD=84%
CRYSTALLINE ROCK: MUSCOVITE BIOTITE GNEISS
RUN 3, 20.3'-25.3'
REC=100% ROD=92%
BT
DRY
BT
RUN 4, 25.3'-30.3'
REC=100% ROD=100%
40
30
20
10
0
10
20
30
40
PROJECT REFERENCE NO.
42576.1 BR-5125
SHEET NO.
5/19


HORIZ. SCALE (FEET)
0
10
20
VE = 1
End Bent Two
SKEW=90°
℄
EB1-A
13+88
14 RT
EB1-A
13+88
14 RT
ALLUVIUM, BROWN AND GRAY SILTY SAND WITH TRACE OF ORGANIC MATERIAL AND BASAL GRAVEL AND COBBLE LAYER
WEATHERED ROCK OF GNEISS
60/0.1
BT
27
SAPROLITE; BROWN SILTY SAND WITH MICA
60/0.0
BT
CRYSTALLINE ROCK; MUSCOVITE BIOTITE GNEISS
2430
2420
2410
2400
2390
2380
40
30
20
10
0
10
20
30
40

NCDOT GEOTECHNICAL ENGINEERING UNIT
CORE BORING REPORT

PROJECT NO. 42576.1.1	**ID.** BK-5125	**COUNTY** Mitchell	**GEOLOGIST** Hager, M. M.	
SITE DESCRIPTION Bridge No. 177 on SR-1189 over Cane Creek.				**GROUND WTR (ft)**
BORING NO. EB1-A	**STATION** 13+65	**OFFSET** 15 ft LT	**ALIGNMENT** -L-	0 HR. N/A
COLLAR ELEV. 2,427.1 ft	**TOTAL DEPTH** 20.3 ft	**NORTHING** 839,498	**EASTING** 1,064,939	24 HR. Dry
DRILL MACHINE CME-550	**DRILL METHOD** NW Casing W/SPT & Core		**HAMMER TYPE** Automatic	
DRILLER Rose, G. K.	**START DATE** 05/13/10	**COMP. DATE** 05/13/10	**SURFACE WATER DEPTH** N/A	
CORE SIZE NXWL	**TOTAL RUN** 4.9 ft			

ELEV (ft)	RUN ELEV (ft)	DEPTH (ft)	RUN (ft)	DRILL RATE (Min/ft)	RUN REC. (ft) %	RUN RQD (ft) %	SAMP. NO.	STRATA REC. (ft) %	STRATA RQD (ft) %	LOG	DESCRIPTION AND REMARKS
2411.69											ELEV. (ft) DEPTH (ft)
											Begin Coring @ 15.4 ft
2410	2,411.7	15.4	4.9	NA/4.9	(4.8) 98%	(4.6) 94%					**CRYSTALLINE ROCK** Gray-brown and white muscovite biotite gneiss with augen structures and trace of garnets. Very slightly weathered to fresh; hard. a) Partings along foliation @ 30°. b) Joint @ 80°. c) Joint @ 10°. *(continued)*
	2,406.8	20.3									2,406.8 20.3
2405											Boring Terminated at Elevation 2,406.8 ft in crystalline rock.
2400											
2395											
2390											
2385											
2380											
2375											
2370											
2365											
2360											
2355											
2350											
2345											
2340											
2335											

NCDOT CORE SINGLE BORE_CORELOGS.GPJ NC_DOT.GDT 05/14/10

NCDOT GEOTECHNICAL ENGINEERING UNIT
BORELOG REPORT

SHEET

PROJECT NO. 42576.1.1	**ID.** BK-5125	**COUNTY** Mitchell	**GEOLOGIST** Hager, M. M.
SITE DESCRIPTION Bridge No. 177 on SR-1189 over Cane Creek.			**GROUND WTR (ft)**
BORING NO. EB1-A	**STATION** 13+65	**OFFSET** 15 ft LT	**ALIGNMENT** -L- — 0 HR. N/A
COLLAR ELEV. 2,427.1 ft	**TOTAL DEPTH** 20.3 ft	**NORTHING** 839,498	**EASTING** 1,064,939 — 24 HR. Dry
DRILL MACHINE CME-550	**DRILL METHOD** NW Casing W/SPT & Core		**HAMMER TYPE** Automatic
DRILLER Rose, G. K.	**START DATE** 05/13/10	**COMP. DATE** 05/13/10	**SURFACE WATER DEPTH** N/A

ELEV (ft)	DRIVE ELEV (ft)	DEPTH (ft)	BLOW COUNT 0.5ft	0.5ft	0.5ft	BLOWS PER FOOT 0 25 50 75 100	SAMP. NO.	MOI	LOG	SOIL AND ROCK DESCRIPTION
										ELEV. (ft) DEPTH (ft)
2430										
										2,427.1 GROUND SURFACE 0.0
2425										**ALLUVIAL** Dark gray, white and brown silty sand with gravel. Occasional interlayers of sandy silt.
	2,421.7	5.4	6	6	10	16		W		
2420										
	2,417.7	9.4	1	4	17	21		Sat.		2,416.9 10.2
2415										**SAPROLITE** Brown silty sand. 2,414.6 12.5
										2,414.2 12.9 **WEATHERED ROCK** Weathered rock of gneiss.
	2,411.7	15.4	60/0.0			60/0.0				**CRYSTALLINE ROCK**
2410										2,406.8 20.3
2405										Boring Terminated at Elevation 2,406.8 ft in crystalline rock.
2400										
2395										
2390										
2385										
2380										
2375										
2370										
2365										
2360										
2355										
2350										

NCDOT BORE SINGLE BORE CORELOGS.GPJ NC_DOT.GDT 05/14/10

NCDOT GEOTECHNICAL ENGINEERING UNIT
CORE BORING REPORT

PROJECT NO. 42576.1.1	**ID.** BK-5125	**COUNTY** Mitchell	**GEOLOGIST** Hager, M. M.
SITE DESCRIPTION Bridge No. 177 on SR-1189 over Cane Creek.			**GROUND WTR (ft)**
BORING NO. EB1-B	**STATION** 13+55	**OFFSET** 33 ft RT	**ALIGNMENT** -L- — 0 HR. N/A
COLLAR ELEV. 2,427.5 ft	**TOTAL DEPTH** 20.4 ft	**NORTHING** 839,449	**EASTING** 1,064,944 — 24 HR. Dry
DRILL MACHINE CME-550	**DRILL METHOD** NW Casing W/SPT & Core		**HAMMER TYPE** Automatic
DRILLER Rose, G. K.	**START DATE** 05/17/10	**COMP. DATE** 05/17/10	**SURFACE WATER DEPTH** N/A
CORE SIZE NXWL	**TOTAL RUN** 4.9 ft		

ELEV (ft)	RUN ELEV (ft)	DEPTH (ft)	RUN (ft)	DRILL RATE (Min/ft)	RUN REC. (ft) %	RUN RQD (ft) %	SAMP. NO.	STRATA REC. (ft) %	STRATA RQD (ft) %	LOG	DESCRIPTION AND REMARKS
2411.99											ELEV. (ft) / DEPTH (ft)
											Begin Coring @ 15.5 ft
2410	2,412.0	15.5	4.9	N=60/0.0	(4.6) 94%	(4.6) 94%					**CRYSTALLINE ROCK** Gray muscvite biotite gneiss with augen structures and trace of pyrite and garnets. a) 1 joint @ 15°. *(continued)*
	2,407.1	20.4									2,407.1 / 20.4
2405											Boring Terminated at Elevation 2,407.1 ft in crystalline rock.
2400											
2395											
2390											
2385											
2380											
2375											
2370											
2365											
2360											
2355											
2350											
2345											
2340											
2335											

NCDOT CORE SINGLE BORE CORELOGS.GPJ NC_DOT.GDT 05/21/10

NCDOT GEOTECHNICAL ENGINEERING UNIT
BORELOG REPORT

SHEET

PROJECT NO. 42576.1.1	**ID.** BK-5125	**COUNTY** Mitchell	**GEOLOGIST** Hager, M. M.	
SITE DESCRIPTION Bridge No. 177 on SR-1189 over Cane Creek.				**GROUND WTR (ft)**
BORING NO. EB1-B	**STATION** 13+55	**OFFSET** 33 ft RT	**ALIGNMENT** -L-	**0 HR.** N/A
COLLAR ELEV. 2,427.5 ft	**TOTAL DEPTH** 20.4 ft	**NORTHING** 839,449	**EASTING** 1,084,944	**24 HR.** Dry
DRILL MACHINE CME-550	**DRILL METHOD** NW Casing W/SPT & Core		**HAMMER TYPE** Automatic	
DRILLER Rose, G. K.	**START DATE** 05/17/10	**COMP. DATE** 05/17/10	**SURFACE WATER DEPTH** N/A	

ELEV (ft)	DRIVE ELEV (ft)	DEPTH (ft)	BLOW COUNT 0.5ft	0.5ft	0.5ft	BLOWS PER FOOT 0 25 50 75 100	SAMP. NO.	MOI	LOG	SOIL AND ROCK DESCRIPTION
										ELEV. (ft) DEPTH (ft)
2430										2,427.5 GROUND SURFACE 0.0
2425										**ROADWAY EMBANKMENT** Brown gravel, cobbles and boulders with silty sand. 2,424.1 3.4
	2,422.0	5.5	7	5	3	66		W		**ALLUVIAL** Brown gravel and boulders with silty sand.
2420										
	2,417.0	10.5	18	44	35	79				
2415										2,412.9 14.6
	2,412.0	15.5	60/0.0			60/0.0				**CRYSTALLINE ROCK**
2410										2,407.1 20.4
2405										Boring Terminated at Elevation 2,407.1 ft in crystalline rock.
2400										
2395										
2390										
2385										
2380										
2375										
2370										
2365										
2360										
2355										
2350										

NCDOT BORE SINGLE BORE CORELOGS.GPJ NC_DOT.GDT 05/24/10

NCDOT GEOTECHNICAL ENGINEERING UNIT
CORE BORING REPORT

PROJECT NO. 42576.1.1	ID. BK-5125	COUNTY Mitchell	GEOLOGIST Hager, M. M.	
SITE DESCRIPTION Bridge No. 177 on SR-1189 over Cane Creek.				GROUND WTR (ft)
BORING NO. B1-A	STATION 14+15	OFFSET 15 ft LT	ALIGNMENT -L-	0 HR. 1.5
COLLAR ELEV. 2,421.8 ft	TOTAL DEPTH 30.3 ft	NORTHING 839,512	EASTING 1,064,988	24 HR. 1.4
DRILL MACHINE CME-550	DRILL METHOD NW Casing W/SPT & Core		HAMMER TYPE Automatic	
DRILLER Rose, G. K.	START DATE 05/18/10	COMP. DATE 05/19/10	SURFACE WATER DEPTH N/A	
CORE SIZE NXWL	TOTAL RUN 20.1 ft			

ELEV (ft)	RUN ELEV (ft)	DEPTH (ft)	RUN (ft)	DRILL RATE (Min/ft)	RUN REC. (ft) %	RUN RQD (ft) %	SAMP. NO.	STRATA REC. (ft) %	STRATA RQD (ft) %	LOG	DESCRIPTION AND REMARKS
2411.59											ELEV. (ft) / DEPTH (ft)
											Begin Coring @ 10.2 ft
2410	2,411.6	10.2	5.1	1:15/1.1 NA/0.0 NA/0.0 NA/0.0 NA/0.0	(4.7) 92%	(4.7) 92%	RS-1				**CRYSTALLINE ROCK** Light gray to dark gray muscovite biotite gneiss. Hard, fresh with trace of garnets and pyrite. Moderately severely weathered and moderately hard zones from 16.2ft to 17.0ft and 24.5ft to 24.8ft. a) Parts along foliation @ 35°. b) Joints @ 55°. *(continued)*
	2,406.5	15.3									
2405			5.0	1:36/0.0 2:32/0.0 2:15/0.0 2:18/0.0 2:12/0.0	(4.1) 82%	(2.3) 46%	RS-2				
	2,401.5	20.3									
2400			5.0	1:41/0.0 1:40/0.0 1:33/0.0 1:32/0.0 1:45/0.0	(5.0) 100%	(4.6) 92%					
	2,396.5	25.3									
2395			5.0	1:54/0.0 2:20/0.0 2:17/0.0 2:17/0.0 2:03/0.0	(5.0) 100%	(5.0) 100%					
	2,391.5	30.3									2,391.5 / 30.3
2390											Boring Terminated at Elevation 2,391.5 ft in crystalline rock.
2385											
2380											
2375											
2370											
2365											
2360											
2355											
2350											
2345											
2340											
2335											

NCDOT CORE SINGLE BORE_CORELOGS.GPJ NC_DOT.GDT 05/21/10

NCDOT GEOTECHNICAL ENGINEERING UNIT
BORELOG REPORT

SHEET

PROJECT NO. 42576.1.1	ID. BK-5125	COUNTY Mitchell	GEOLOGIST Hager, M. M.
SITE DESCRIPTION Bridge No. 177 on SR-1189 over Cane Creek.			GROUND WTR (ft)
BORING NO. B1-A	STATION 14+15	OFFSET 15 ft LT	ALIGNMENT -L-	0 HR. 1.5
COLLAR ELEV. 2,421.8 ft	TOTAL DEPTH 30.3 ft	NORTHING 839,512	EASTING 1,064,988	24 HR. 1.4
DRILL MACHINE CME-550	DRILL METHOD NW Casing W/SPT & Core		HAMMER TYPE Automatic
DRILLER Rose, G. K.	START DATE 05/18/10	COMP. DATE 05/19/10	SURFACE WATER DEPTH N/A

ELEV (ft)	DRIVE ELEV (ft)	DEPTH (ft)	BLOW COUNT 0.5ft	0.5ft	0.5ft	BLOWS PER FOOT 0 25 50 75 100	SAMP. NO.	MOI	LOG	SOIL AND ROCK DESCRIPTION ELEV. (ft) / DEPTH (ft)
2425										2,421.8 GROUND SURFACE 0.0
2420										ALLUVIAL Gravel and cobbles with silty sand. 2,418.1 3.7
2415	2,416.7	5.1	100/0.2			100/0.2				WEATHERED ROCK Weathered rock of gneiss. 2,414.4 7.4
2410	2,411.7	10.1	60/0.1			60/0.1	RS-1			CRYSTALLINE ROCK
2405							RS-2			
2400										
2395										
2390										2,391.5 30.3 Boring Terminated at Elevation 2,391.5 ft in crystalline rock.
2385										
2380										
2375										
2370										
2365										
2360										
2355										
2350										
2345										

NCDOT BORE SINGLE BORE_CORELOGS.GPJ NC_DOT.GDT 05/21/10

NCDOT GEOTECHNICAL ENGINEERING UNIT
CORE BORING REPORT

PROJECT NO. 42576.1.1	**ID.** BK-5125	**COUNTY** Mitchell	**GEOLOGIST** Hager, M. M.
SITE DESCRIPTION Bridge No. 177 on SR-1189 over Cane Creek.			**GROUND WTR (ft)**
BORING NO. B1-B	**STATION** 14+15	**OFFSET** 21 ft RT	**ALIGNMENT** -L- — 0 HR. N/A
COLLAR ELEV. 2,421.2 ft	**TOTAL DEPTH** 19.0 ft	**NORTHING** 839,478	**EASTING** 1,064,998 — 24 HR. N/A
DRILL MACHINE CME-550	**DRILL METHOD** NW Casing W/SPT & Core		**HAMMER TYPE** Automatic
DRILLER Rose, G. K.	**START DATE** 05/18/10	**COMP. DATE** 05/18/10	**SURFACE WATER DEPTH** 0.1ft
CORE SIZE NXWL	**TOTAL RUN** 13.9 ft		

ELEV (ft)	RUN ELEV (ft)	DEPTH (ft)	RUN (ft)	DRILL RATE (Min/ft)	RUN REC. (ft) %	RUN RQD (ft) %	SAMP. NO.	STRATA REC. (ft) %	STRATA RQD (ft) %	LOG	DESCRIPTION AND REMARKS
											ELEV. (ft) / DEPTH (ft)
2416.12											Begin Coring @ 5.1 ft
2415	2,416.1	5.1	3.9	1:30/0.0 1:41/0.0 1:17/0.0 1:12/0.9	(3.4) 87%	(3.2) 82%	RS-3				**CRYSTALLINE ROCK** Gray, muscovite biotite gneiss. Hard, very slightly weathered to fresh with soft, severely weathered seams at 8.0ft to 8.1ft and 17.5ft to 18.1ft. a) Joints @ 85°. b) Parts along foliation @ 35°. *(continued)*
	2,412.2	9.0									
2410			5.0	0:40/0.0 0:58/0.0 1:14/0.0 1:24/0.0 1:44/0.0	(5.0) 100%	(5.0) 100%	RS-4				
	2,407.2	14.0									
2405			5.0	2:18/0.0 1:08/0.0 1:28/0.0 1:07/0.0 1:15/0.0	(4.9) 98%	(4.2) 84%					
	2,402.2	19.0									2,402.2 / 19.0 Boring Terminated at Elevation 2,402.2 ft in crystalline rock.
2400											
2395											
2390											
2385											
2380											
2375											
2370											
2365											
2360											
2355											
2350											
2345											
2340											

NCDOT CORE SINGLE BORE_CORELOGS.GPJ NC_DOT.GDT 06/21/10

NCDOT GEOTECHNICAL ENGINEERING UNIT
BORELOG REPORT

SHEET

PROJECT NO. 42576.1.1	**ID.** BK-5125	**COUNTY** Mitchell	**GEOLOGIST** Hager, M. M.
SITE DESCRIPTION Bridge No. 177 on SR-1189 over Cane Creek.			**GROUND WTR (ft)**
BORING NO. B1-B	**STATION** 14+15	**OFFSET** 21 ft RT	**ALIGNMENT** -L- — **0 HR.** N/A
COLLAR ELEV. 2,421.2 ft	**TOTAL DEPTH** 19.0 ft	**NORTHING** 839,478	**EASTING** 1,064,998 — **24 HR.** N/A
DRILL MACHINE CME-550	**DRILL METHOD** NW Casing W/SPT & Core		**HAMMER TYPE** Automatic
DRILLER Rose, G. K.	**START DATE** 05/18/10	**COMP. DATE** 05/18/10	**SURFACE WATER DEPTH** 0.1ft

ELEV (ft)	DRIVE ELEV (ft)	DEPTH (ft)	BLOW COUNT 0.5ft	0.5ft	0.5ft	BLOWS PER FOOT 0 25 50 75 100	SAMP. NO.	MOI	LOG	SOIL AND ROCK DESCRIPTION
2425										ELEV. (ft) DEPTH (ft)
										2,421.2 WATER SURFACE (05/18/10) 0.0
2420										ALLUVIAL
										Brown cobbles and boulders with silty sand.
	2,417.1	4.1	60/0.0			60/0.0				2,417.3 3.9
2415										CRYSTALLINE ROCK
							RS-3			
2410										
							RS-4			
2405										
										2,402.2 19.0
2400										Boring Terminated at Elevation 2,402.2 ft in crystalline rock.
2395										
2390										
2385										
2380										
2375										
2370										
2365										
2360										
2355										
2350										
2345										

NCDOT BORE SINGLE BORE_CORELOGS.GPJ NC_DOT.GDT 05/21/10

NCDOT GEOTECHNICAL ENGINEERING UNIT
BORELOG REPORT

PROJECT NO. 42576.1.1	ID. BK-5125	COUNTY Mitchell	GEOLOGIST Hager, M. M.	
SITE DESCRIPTION Bridge No. 177 on SR-1189 over Cane Creek.				GROUND WTR (ft)
BORING NO. EB2-B	STATION 14+60	OFFSET 24 ft RT	ALIGNMENT -L-	0 HR. N/A
COLLAR ELEV. 2,423.2 ft	TOTAL DEPTH 9.9 ft	NORTHING 839,488	EASTING 1,065,042	24 HR. 2.6
DRILL MACHINE CME-550	DRILL METHOD NW Casing w/ SPT			HAMMER TYPE Automatic
DRILLER Rose, G. K.	START DATE 05/17/10	COMP. DATE 05/17/10	SURFACE WATER DEPTH N/A	

ELEV (ft)	DRIVE ELEV (ft)	DEPTH (ft)	BLOW COUNT 0.5ft	0.5ft	0.5ft	BLOWS PER FOOT 0 25 50 75 100	SAMP. NO.	MOI	LOG	SOIL AND ROCK DESCRIPTION ELEV. (ft)	DEPTH (ft)
2425											
										2,423.2 GROUND SURFACE	0.0
										ALLUVIAL Brown silty sand with gravel.	
2420										2,420.2	3.0
	2,418.3	4.9	10	11	16	27		W		ALLUVIAL Gravel, cobbles and boulders with sand.	
2415										2,417.1	6.1
										SAPROLITE Brown silty sand with mica.	
										2,413.8	9.4
	2,413.3	9.9	50/0.0			50/0.0				2,413.3 CRYSTALLINE ROCK Gray muscovite-biotite gneiss.	9.9
2410										Boring Terminated with Standard Penetration Test Refusal at Elevation 2,413.3 ft in crystalline rock.	
2405											
2400											
2395											
2390											
2385											
2380											
2375											
2370											
2365											
2360											
2355											
2350											
2345											

NCDOT BORE SINGLE BORE_CORELOGS.GPJ NC_DOT.GDT 05/21/10

NCDOT GEOTECHNICAL ENGINEERING UNIT
BORELOG REPORT

SHEET

PROJECT NO. 42576.1.1	ID. BK-5125	COUNTY Mitchell	GEOLOGIST Hager, M. M.	
SITE DESCRIPTION Bridge No. 177 on SR-1189 over Cane Creek.				GROUND WTR (ft)
BORING NO. EB2-A	STATION 14+43	OFFSET 5 ft LT	ALIGNMENT -L-	0 HR. N/A
COLLAR ELEV. 2,421.9 ft	TOTAL DEPTH 7.5 ft	NORTHING 839,511	EASTING 1,065,017	24 HR. 1.3
DRILL MACHINE CME-550	DRILL METHOD NW Casing w/ SPT		HAMMER TYPE Automatic	
DRILLER Rose, G. K.	START DATE 05/19/10	COMP. DATE 05/19/10	SURFACE WATER DEPTH N/A	

ELEV (ft)	DRIVE ELEV (ft)	DEPTH (ft)	BLOW COUNT 0.5ft	0.5ft	0.5ft	BLOWS PER FOOT 0 25 50 75 100	SAMP. NO.	MOI	LOG	SOIL AND ROCK DESCRIPTION
										ELEV. (ft) DEPTH (ft)
2425										
										2,421.9 GROUND SURFACE 0.0
2420										ALLUVIAL
										2,419.9 Gray silty sand with trace of organic material. 2.0
	2,416.6	5.3								WEATHERED ROCK
			60/0.1			60/0.1				Weathered rock of gneiss.
2415										2,416.6 5.3
										CRYSTALLINE ROCK
										2,414.4 Gray muscovite-biotite gneiss. 7.5
										Boring Terminated with Casing Advancer Refusal at Elevation 2,414.4 ft in crystalline rock.
2410										
2405										
2400										
2395										
2390										
2385										
2380										
2375										
2370										
2365										
2360										
2355										
2350										
2345										

NCDOT BORE SINGLE BORE_CORELOGS.GPJ NC_DOT.GDT 05/21/10

ATTACHMENT C

Environmental Permit

U.S. ARMY CORPS OF ENGINEERS
WILMINGTON DISTRICT

Action ID. SAW-2010-0772 County: Mitchell USGS Quad: Bakersville
BK-5125

GENERAL PERMIT (REGIONAL AND NATIONWIDE) VERIFICATION

Property Owner / Authorized Agent: J.J. Swain Jr., P.E., Division Engineer, NCDOT
Address: 55 Orange Street, Post Office Box 3279
Asheville, NC 28802
Telephone No.: 828-251-6171

Size and location of property (water body, road name/number, town, etc.): Bridge No. 177 on SR 1189, Minnie Road, over Cane Creek near Bakersville, NC.

Description of projects area and activity: To replace Bridge No. 177 on SR 1189 over Cane Creek (BK-5125) with a two-span cored slab bridge. Project impacts include 10 LF of fill for the bridge piers, and 50 LF of temporary fill for a work causeway.

Applicable Law: ☒ Section 404 (Clean Water Act, 33 USC 1344)
☐ Section 10 (Rivers and Harbors Act, 33 USC 403)
Authorization: Regional General Permit Number:
Nationwide Permit Number: 3

Your work is authorized by the above referenced permit provided it is accomplished in strict accordance with the attached conditions and your submitted plans. Any violation of the attached conditions or deviation from your submitted plans may subject the permittee to a stop work order, a restoration order and/or appropriate legal action.

Special Conditions

1. All work must be performed in strict compliance with the plans received by this office on July 9, 2010, which are a part of this permit. Any modification to the permit plans must be approved by the USACE prior to implementation

1. Failure to institute and carry out the details of these special conditions will result in a directive to cease all ongoing and permitted work within waters and/or wetlands associated with the permitted project, or such other remedies and/or fines as the District Engineer or his authorized representatives may seek.

2. 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 permit, and any authorized modifications. A copy of this permit, and any authorized modifications, including all conditions, shall be available at the project site during construction and maintenance of this project.

3. This permit does not authorize temporary placement or double handling of excavated or fill material within waters or wetlands outside the permitted area.

This verification is valid until the NWP is modified, reissued, or revoked. All of the existing NWPs are scheduled to be modified, reissued, or revoked prior to March 18, 2012. It is incumbent upon you to remain informed of changes to the NWPs. We will issue a public notice when the NWPs are reissued. Furthermore, if you commence or are under contract to commence this activity before the date that the relevant nationwide permit is modified or revoked, you will have twelve (12) months from the date of the modification or revocation of the NWP to complete the activity under the present terms and conditions of this nationwide permit.

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 Quality (telephone (919) 733-1786) 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.

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 David Baker at 828-271-7980.

Corps Regulatory Official David Baker Date: **July 22, 2010**

Expiration Date of Verification: **March 18, 2012**

The Wilmington District is committed to providing the highest level of support to the public. To help us ensure we continue to do so, please complete the attached customer Satisfaction Survey or visit http://regulatory.usacesurvey.com/ to complete the survey online.

Determination of Jurisdiction:

A. ☐ Based on preliminary information, there appear to be waters of the US including wetlands within the above described project area. This preliminary determination is not an appealable action under the Regulatory Program Administrative Appeal Process (Reference 33 CFR Part 331).

B. ☐ 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 and Section 404 of the Clean Water Act. 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.

C. ☒ There are waters of the US and/or wetlands within the above described project area 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.

D. ☐ The jurisdictional areas within the above described project area have been identified under a previous action. Please reference jurisdictional determination issued ___. Action ID

Basis of Jurisdictional Determination: Cane Creek flows into the Nolichucky River which is a Traditional Navigable Waterway (TNW).

Appeals Information: (This information does not apply to preliminary determinations as indicated by paragraph A. above).

Attached to this verification is an approved jurisdictional determination. If you are not in agreement with that approved jurisdictional determination, you can make an administrative appeal under 33 CFR 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:

District Engineer, Wilmington Regulatory Program
Attn: David Baker, Project Manager
151 Patton Avenue, Room 208
Asheville, North Carolina 28801

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 within 60 days from the *Issue Date* below.

It is not necessary to submit an RFA form to the Division Office if you do not object to the determination in this correspondence.

Corps Regulatory Official: David Baker

Issue Date: July 22, 2010 Expiration Date: July 22, 2015

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

Copy Furnished:
Roger Bryan, NCDOT, Division 13 Environmental Officer

Permit Number: SAW-2010-0772

Permit Type: NW3

Name of County: Mitchell

Name of Permittee: **J.J. Swain Jr., P.E., Division Engineer, NCDOT**

Date of Issuance: July 22, 2010

Project Manager: David Baker

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:

U.S. Army Corps of Engineers
Attention: CESAW-RG-A
151 Patton Avenue, Room 208
Asheville, North Carolina 28801-5006

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

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

_____ _____

Signature of Permittee Date

Bryan, Roger D

From: Chambers, Marla J
Sent: Monday, July 19, 2010 2:42 PM
To: Bryan, Roger D
Cc: Baker, David K.
Subject: RE: BK-5125, Bridge 177, Mitchell County

Although trout are present, (I believe it's Hatchery Supported trout water) it appears that their reproduction is questionable in the project area. Therefore we will not request a trout moratorium. Sediment and erosion control will be very important as the Endangered Appalachian elktoe occurs downstream in the North Toe River. I encourage the use of sediment and erosion control measures that include coir fiber logs and straw wattles to maximize sediment control. We would also like to see a small parking area remain accessible to the public, if at all possible. I am happy to discuss this request, just give me a call.

Again, my apologies for the delay!
Marla

Marla J. Chambers
Western NCDOT Permit Coordinator
North Carolina Wildlife Resources Commission
12275 Swift Road
Oakboro, NC 28129
Office & Fax: 704-485-8291
Work cell: 704-984-1070
marla.chambers@ncwildlife.org
ncwildlife.org

-----Original Message-----
From: Chambers, Marla J
Sent: Friday, July 16, 2010 2:13 PM
To: Bryan, Roger D
Cc: Baker, David K.
Subject: RE: BK-5125, Bridge 177, Mitchell County

It looks like the biologist I need info from will be back in the office Monday; Hopefully I'll be able to respond then.

Have a good weekend,
Marla

Marla J. Chambers
Western NCDOT Permit Coordinator
North Carolina Wildlife Resources Commission
12275 Swift Road
Oakboro, NC 28129
Office & Fax: 704-485-8291
Work cell: 704-984-1070
marla.chambers@ncwildlife.org
ncwildlife.org
Get NC Wildlife Update E- news including season dates, bag limits, legislative updates and more -- delivered to your Inbox from the N.C. Wildlife Resources Commission.

NATIONWIDE PERMIT 3
DEPARTMENT OF THE ARMY
CORPS OF ENGINEERS
FINAL NOTICE OF ISSUANCE AND MODIFICATION OF NATIONWIDE PERMITS
FEDERAL REGISTER
AUTHORIZED MARCH 19, 2007

Maintenance. (a) The repair, rehabilitation, or replacement of any previously authorized, currently serviceable, structure, or fill, or of any currently serviceable structure or fill authorized by 33 CFR 330.3, provided that the structure or fill is not to be put to uses differing from those uses specified or contemplated for it in the original permit or the most recently authorized modification. Minor deviations in the structure's configuration or filled area, including those due to changes in materials, construction techniques, or current construction codes or safety standards that are necessary to make the repair, rehabilitation, or replacement are authorized. This NWP authorizes the repair, rehabilitation, or replacement of those structures or fills destroyed or damaged by storms, floods, fire or other discrete events, provided the repair, rehabilitation, or replacement is commenced, or is under contract to commence, within two years of the date of their destruction or damage. In cases of catastrophic events, such as hurricanes or tornadoes, this two-year limit may be waived by the district engineer, provided the permittee can demonstrate funding, contract, or other similar delays.

(b) This NWP also authorizes the removal of accumulated sediments and debris in the vicinity of and within existing structures (e.g., bridges, culverted road crossings, water intake structures, etc.) and the placement of new or additional riprap to protect the structure. The removal of sediment is limited to the minimum necessary to restore the waterway in the immediate vicinity of the structure to the approximate dimensions that existed when the structure was built, but cannot extend further than 200 feet in any direction from the structure. This 200 foot limit does not apply to maintenance dredging to remove accumulated sediments blocking or restricting outfall and intake structures or to maintenance dredging to remove accumulated sediments from canals associated with outfall and intake structures. All dredged or excavated materials must be deposited and retained in an upland area unless otherwise specifically approved by the district engineer under separate authorization. The placement of riprap must be the minimum necessary to protect the structure or to ensure the safety of the structure. Any bank stabilization measures not directly associated with the structure will require a separate authorization from the district engineer.

(c) This NWP also authorizes temporary structures, fills, and work necessary to conduct the maintenance activity. Appropriate measures must be taken to maintain normal downstream flows and minimize flooding to the maximum extent practicable, when temporary structures, work, and discharges, including cofferdams, are necessary for construction activities, access fills, or dewatering of construction sites. Temporary fills must consist of materials, and be placed in a manner, that will not be eroded by expected high flows. Temporary fills must be removed in their entirety and the affected areas returned to pre-construction elevations. The areas affected by temporary fills must be revegetated, as appropriate.

(d) This NWP does not authorize maintenance dredging for the primary purpose of navigation or beach restoration. This NWP does not authorize new stream channelization or stream relocation projects.

Notification: For activities authorized by paragraph (b) of this NWP, the permittee must submit a pre-construction notification to the district engineer prior to commencing the activity (see general condition 27). Where maintenance dredging is proposed, the pre-construction notification must include information regarding the original design capacities and configurations of the outfalls, intakes, small impoundments, and canals. (Sections 10 and 404)

Note: This NWP authorizes the repair, rehabilitation, or replacement of any previously authorized structure or fill that does not qualify for the Clean Water Act Section 404(f) exemption for maintenance.

NATIONWIDE PERMIT CONDITIONS

The following General Conditions must be followed in order for any authorization by a NWP to be valid:

1. Navigation. (a) No activity may cause more than a minimal adverse effect on navigation.

(b) Any safety lights and signals prescribed by the U.S. Coast Guard, through regulations or otherwise, must be installed and maintained at the permittee's expense on authorized facilities in navigable waters of the United States.

(c) The permittee understands and agrees that, if future operations by the United States 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 United States. No claim shall be made against the United States on account of any such removal or alteration.

2. Aquatic Life Movements. No activity may substantially disrupt the necessary life cycle movements of those species of aquatic life indigenous to the waterbody, including those species that normally migrate through the area, unless the activity's primary purpose is to impound water. Culverts placed in streams must be installed to maintain low flow conditions.

3. Spawning Areas. Activities in spawning areas during spawning seasons must be avoided to the maximum extent practicable. Activities that result in the physical destruction (e.g., through excavation, fill, or downstream smothering by substantial turbidity) of an important spawning area are not authorized.

4. Migratory Bird Breeding Areas. Activities in waters of the United States that serve as breeding areas for migratory birds must be avoided to the maximum extent practicable.

5. Shellfish Beds. No activity may occur in areas of concentrated shellfish populations, unless the activity is directly related to a shellfish harvesting activity authorized by NWPs 4 and 48.

6. Suitable Material. No activity may use unsuitable material (e.g., trash, debris, car bodies, asphalt, etc.). Material used for construction or discharged must be free from toxic pollutants in toxic amounts (see Section 307 of the Clean Water Act).

7. Water Supply Intakes. No activity may occur in the proximity of a public water supply intake, except where the activity is for the repair or improvement of public water supply intake structures or adjacent bank stabilization.

8. Adverse Effects From Impoundments. If the activity creates an impoundment of water, adverse effects to the aquatic system due to accelerating the passage of water, and/or restricting its flow must be minimized to the maximum extent practicable.

9. Management of Water Flows. 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, unless the primary purpose of the activity is to impound water or manage 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).

10. Fills Within 100-Year Floodplains. The activity must comply with applicable FEMA-approved state or local floodplain management requirements.

11. Equipment. Heavy equipment working in wetlands or mudflats must be placed on mats, or other measures must be taken to minimize soil disturbance.

12. Soil Erosion and Sediment Controls. Appropriate soil erosion and sediment controls must be used and maintained in effective operating condition during construction, and all exposed soil and other fills, as well as any work below the ordinary high water mark or high tide line, must be permanently stabilized at the earliest practicable date. Permittees are encouraged to perform work within waters of the United States during periods of low-flow or no-flow.

13. Removal of Temporary Fills. Temporary fills must be removed in their entirety and the affected areas returned to pre-construction elevations. The affected areas must be revegetated, as appropriate.

14. Proper Maintenance. Any authorized structure or fill shall be properly maintained, including maintenance to ensure public safety.

15. Wild and Scenic Rivers. No activity may occur in a component of the National Wild and Scenic River System, or in a river officially designated by Congress as a "study river" for possible inclusion in the system while the river is in an official study status, unless the appropriate Federal agency with direct management responsibility for such river, has determined in writing that the proposed activity will not adversely affect the Wild and Scenic River designation or study status. Information on Wild and Scenic Rivers may be obtained from the appropriate Federal land management agency in the area (e.g., National Park Service, U.S. Forest Service, Bureau of Land Management, U.S. Fish and Wildlife Service).

16. Tribal Rights. No activity or its operation may impair reserved tribal rights, including, but not limited to, reserved water rights and treaty fishing and hunting rights.

17. Endangered Species. (a) No activity is authorized under any NWP which is likely to 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 destroy or adversely modify the critical habitat of such species. No activity is authorized

under any NWP which "may affect" a listed species or critical habitat, unless Section 7 consultation addressing the effects of the proposed activity has been completed.

(b) Federal agencies should follow their own procedures for complying with the requirements of the ESA. Federal permittees must provide the district engineer with the appropriate documentation to demonstrate compliance with those requirements.

(c) Non-federal permittees shall notify 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 pre-construction notification must include the name(s) of the endangered or threatened species that may be affected by the proposed work or that utilize the designated critical habitat that may 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 pre-construction 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 the proposed activities will have "no effect" on listed species or critical habitat, or until Section 7 consultation has been completed.

(d) As a result of formal or informal consultation with the FWS or NMFS the district engineer may add species-specific regional endangered species conditions to the NWPs.

(e) Authorization of an activity by a NWP 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 U.S. FWS or the NMFS, both lethal and non-lethal "takes" of protected species are in violation of the ESA. Information on the location of threatened and endangered species and their critical habitat can be obtained directly from the offices of the U.S. FWS and NMFS or their world wide Web pages at http://www.fws.gov/ and http://www.noaa.gov/fisheries.html respectively.

18. Historic Properties. (a) 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, the activity is not authorized, until the requirements of Section 106 of the National Historic Preservation Act (NHPA) have been satisfied.

(b) Federal permittees should follow their own procedures for complying with the requirements of Section 106 of the National Historic Preservation Act. Federal permittees must provide the district engineer with the appropriate documentation to demonstrate compliance with those requirements.

(c) Non-federal permittees must submit a pre-construction notification to the district engineer if the authorized activity may have the potential to cause effects to any historic properties listed, determined to be eligible for listing on, or potentially eligible for listing on the National Register of Historic Places, including previously unidentified properties. For such activities, the pre-construction notification 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 or Tribal Historic Preservation Officer, as appropriate, and the National Register of Historic Places (see 33 CFR 330.4(g)). 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 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.

(d) The district engineer will notify the prospective permittee within 45 days of receipt of a complete pre-construction notification 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.

(e) 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 would 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, explaining 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 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.

19. Designated Critical Resource Waters. Critical resource waters include, NOAA-designated marine sanctuaries, National Estuarine Research Reserves, state natural heritage sites, and outstanding national resource waters or other waters officially designated by a state as having particular environmental or ecological significance and identified by the district engineer after notice and opportunity for public comment. The district engineer may also designate additional critical resource waters after notice and opportunity for comment.

(a) Discharges of dredged or fill material into waters of the United States are not authorized by NWPs 7, 12, 14, 16, 17, 21, 29, 31, 35, 39, 40, 42, 43, 44, 49, and 50 for any activity within, or directly affecting, critical resource waters, including wetlands adjacent to such waters.

(b) For NWPs 3, 8, 10, 13, 15, 18, 19, 22, 23, 25, 27, 28, 30, 33, 34, 36, 37, and 38, notification is required in accordance with general condition 27, for any activity proposed in the designated critical resource waters including wetlands adjacent to those waters. The district engineer may authorize activities under these NWPs only after it is determined that the impacts to the critical resource waters will be no more than minimal.

20. Mitigation. The district engineer will consider the following factors when determining appropriate and practicable mitigation necessary to ensure that adverse effects on the aquatic environment are minimal:

(a) The activity must be designed and constructed to avoid and minimize adverse effects, both temporary and permanent, to waters of the United States to the maximum extent practicable at the project site (i.e., on site).

(b) Mitigation in all its forms (avoiding, minimizing, rectifying, reducing, or compensating) will be required to the extent necessary to ensure that the adverse effects to the aquatic environment are minimal.

(c) Compensatory mitigation at a minimum one-for-one ratio will be required for all wetland losses that exceed 1/10 acre and require pre-construction notification, unless the district engineer determines in writing that some other form of mitigation would be more environmentally appropriate and provides a project-specific waiver of this requirement. For wetland losses of 1/10 acre or less that require pre-construction notification, the district engineer may determine on a case-by-case basis that compensatory mitigation is required to ensure that the activity results in minimal adverse effects on the aquatic environment. Since the likelihood of success is greater and the impacts to potentially valuable uplands are reduced, wetland restoration should be the first compensatory mitigation option considered.

(d) For losses of streams or other open waters that require pre-construction notification, the district engineer may require compensatory mitigation, such as stream restoration, to ensure that the activity results in minimal adverse effects on the aquatic environment.

(e) Compensatory mitigation will not be used to increase the acreage losses allowed by the acreage limits of the NWPs. For example, if an NWP has an acreage limit of 1/2 acre, it cannot be used to authorize any project resulting in the loss of greater than 1/2 acre of waters of the United States, even if compensatory mitigation is provided that replaces or restores some of the lost waters. However, compensatory mitigation can and should be used, as necessary, to ensure that a project already meeting the established acreage limits also satisfies the minimal impact requirement associated with the NWPs.

(f) Compensatory mitigation plans for projects in or near streams or other open waters will normally include a requirement for the establishment, maintenance, and legal protection (e.g., conservation easements) of riparian areas next to open waters. In some cases, riparian areas may be the only compensatory mitigation required. Riparian areas should consist of native species. The width of the required riparian area will address documented water quality or aquatic habitat loss concerns. Normally, the riparian area will be 25 to 50 feet wide on each side of the stream, but the district engineer may require slightly wider riparian areas to address documented water quality or habitat loss concerns. Where both wetlands and open waters exist on the project site, the district engineer will determine the appropriate compensatory mitigation (e.g., riparian areas and/or wetlands compensation) based on what is best for the aquatic environment on a watershed basis. In cases where riparian areas are determined to be the most appropriate form of compensatory mitigation, the district engineer may waive or reduce the requirement to provide wetland compensatory mitigation for wetland losses.

(g) Permittees may propose the use of mitigation banks, in-lieu fee arrangements or separate activity-specific compensatory mitigation. In all cases, the mitigation provisions will specify the party responsible for accomplishing and/or complying with the mitigation plan.

(h) Where certain functions and services of waters of the United States are permanently adversely affected, such as the conversion of a forested or scrub-shrub wetland to a herbaceous wetland in a permanently maintained utility line right-of-way, mitigation may be required to reduce the adverse effects of the project to the minimal level.

21. Water Quality. Where States and authorized Tribes, or EPA where applicable, have not previously certified compliance of an NWP with CWA Section 401, individual 401 Water Quality Certification must be obtained or waived (see 33 CFR 330.4(c)). The district engineer or State or Tribe may require additional water quality management measures to ensure that the authorized activity does not result in more than minimal degradation of water quality.

22. Coastal Zone Management. In coastal states where an NWP has not previously received a state coastal zone management consistency concurrence, an individual state coastal zone management consistency concurrence must be obtained, or a presumption of concurrence must occur (see 33 CFR 330.4(d)). The district engineer or a State may require additional measures to ensure that the authorized activity is consistent with state coastal zone management requirements.

23. Regional and Case-By-Case Conditions. The activity must comply with any regional conditions that may have been added by the Division Engineer (see 33 CFR 330.4(e)) and with any case specific conditions added by the Corps or by the state, Indian Tribe, or U.S. EPA in its section 401 Water Quality Certification, or by the state in its Coastal Zone Management Act consistency determination.

24. Use of Multiple Nationwide Permits. The use of more than one NWP for a single and complete project is prohibited, except when the acreage loss of waters of the United States authorized by the NWPs does not exceed the acreage limit of the NWP with the highest specified acreage limit. For example, if a road crossing over tidal waters is constructed under NWP 14, with associated bank stabilization authorized by NWP 13, the maximum acreage loss of waters of the United States for the total project cannot exceed 1/3-acre.

25. Transfer of Nationwide Permit Verifications. If the permittee sells the property associated with a nationwide permit verification, the permittee may transfer the nationwide permit verification to the new owner by submitting a letter to the appropriate Corps district office to validate the transfer. A copy of the nationwide permit verification must be attached to the letter, and the letter must contain the following statement and signature:
"When the structures or work authorized by this nationwide permit are still in existence at the time the property is transferred, the terms and conditions of this nationwide permit, including any special conditions, will continue to be binding on the new owner(s) of the property. To validate

the transfer of this nationwide permit and the associated liabilities associated with compliance with its terms and conditions, have the transferee sign and date below."

(Transferee)

(Date)

26. Compliance Certification. Each permittee who received an NWP verification from the Corps must submit a signed certification regarding the completed work and any required mitigation. The certification form must be forwarded by the Corps with the NWP verification letter and will include:

(a) A statement that the authorized work was done in accordance with the NWP authorization, including any general or specific conditions;

(b) A statement that any required mitigation was completed in accordance with the permit conditions; and

(c) The signature of the permittee certifying the completion of the work and mitigation.

27. Pre-Construction Notification. (a) Timing. Where required by the terms of the NWP, the prospective permittee must notify the district engineer by submitting a pre-construction notification (PCN) as early as possible. The district engineer must determine if the PCN is complete within 30 calendar days of the date of receipt and, as a general rule, will request additional information necessary to make the PCN complete only once. However, if the prospective permittee does not provide all of the requested information, then the district engineer will notify the prospective permittee that the PCN is still incomplete and the PCN review process will not commence until all of the requested information has been received by the district engineer. The prospective permittee shall not begin the activity until either:

(1) He or she is notified in writing by the district engineer that the activity may proceed under the NWP with any special conditions imposed by the district or division engineer; or

(2) Forty-five calendar days have passed from the district engineer's receipt of the complete PCN and the prospective permittee has not received written notice from the district or division engineer. However, if the permittee was required to notify the Corps pursuant to general condition 17 that listed species or critical habitat might affected or in the vicinity of the project, or to notify the Corps pursuant to general condition 18 that the activity may have the potential to cause effects to historic properties, the permittee cannot begin the activity until receiving written notification from the Corps that is "no effect" on listed species or "no potential to cause effects" on historic properties, or that any consultation required under Section 7 of the Endangered Species Act (see 33 CFR 330.4(f)) and/or Section 106 of the National Historic Preservation (see 33 CFR 330.4(g)) is completed. Also, work cannot begin under NWPs 21, 49, or 50 until the permittee has received written approval from the Corps. If the proposed activity requires a written waiver to exceed specified limits of an NWP, the permittee cannot begin the activity until the district engineer issues the waiver. If the district or division engineer notifies the permittee in writing that an individual permit is required within 45 calendar days of receipt of a complete PCN, the permittee cannot begin the activity until an individual permit has been obtained.

Subsequently, the permittee's right to proceed under the NWP may be modified, suspended, or revoked only in accordance with the procedure set forth in 33 CFR 330.5(d)(2).

(b) Contents of Pre-Construction Notification: The PCN must be in writing and include the following information:

(1) Name, address and telephone numbers of the prospective permittee;

(2) Location of the proposed project;

(3) A description of the proposed project; the project's purpose; direct and indirect adverse environmental effects the project would cause; any other NWP(s), regional general permit(s), or individual permit(s) used or intended to be used to authorize any part of the proposed project or any related activity. The description should be sufficiently detailed to allow the district engineer to determine that the adverse effects of the project will be minimal and to determine the need for compensatory mitigation. Sketches should be provided when necessary to show that the activity complies with the terms of the NWP. (Sketches usually clarify the project and when provided result in a quicker decision.);

(4) The PCN must include a delineation of special aquatic sites and other waters of the United States on the project site. Wetland delineations must be prepared in accordance with the current method required by the Corps. The permittee may ask the Corps to delineate the special aquatic sites and other waters of the United States, but there may be a delay if the Corps does the delineation, especially if the project site is large or contains many waters of the United States. Furthermore, the 45 day period will not start until the delineation has been submitted to or completed by the Corps, where appropriate;

(5) If the proposed activity will result in the loss of greater than 1/10 acre of wetlands and a PCN is required, the prospective permittee must submit a statement describing how the mitigation requirement will be satisfied. As an alternative, the prospective permittee may submit a conceptual or detailed mitigation plan.

(6) 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, for non-Federal applicants the PCN must include the name(s) of those endangered or threatened species that might be affected by the proposed work or utilize the designated critical habitat that may be affected by the proposed work. Federal applicants must provide documentation demonstrating compliance with the Endangered Species Act; and

(7) For an activity that may affect a historic property listed on, determined to be eligible for listing on, or potentially eligible for listing on, the National Register of Historic Places, for non-Federal applicants the PCN must state which historic property may be affected by the proposed work or include a vicinity map indicating the location of the historic property. Federal applicants must provide documentation demonstrating compliance with Section 106 of the National Historic Preservation Act.

(c) Form of Pre-Construction Notification: The standard individual permit application form (Form ENG 4345) may be used, but the completed application form must clearly indicate that it is a PCN and must include all of the information required in paragraphs (b)(1) through (7) of this general condition. A letter containing the required information may also be used.

(d) Agency Coordination: (1) The district engineer will consider any comments from Federal and state agencies concerning the proposed activity's compliance with the terms and conditions of the NWPs and the need for mitigation to reduce the project's adverse environmental effects to a minimal level.

(2) For all NWP 48 activities requiring pre-construction notification and for other NWP activities requiring pre-construction notification to the district engineer that result in the loss of greater than 1/2-acre of waters of the United States, the district engineer will immediately provide (e.g., via facsimile transmission, overnight mail, or other expeditious manner) a copy of the PCN to the appropriate Federal or state offices (U.S. FWS, state natural resource or water quality agency, EPA, State Historic Preservation Officer (SHPO) or Tribal Historic Preservation Office (THPO), and, if appropriate, the NMFS). With the exception of NWP 37, these agencies will then have 10 calendar days from the date the material is transmitted to telephone or fax the district engineer notice that they intend to provide substantive, site-specific comments. If so contacted by an agency, the district engineer will wait an additional 15 calendar days before making a decision on the pre-construction notification. The district engineer will fully consider agency comments received within the specified time frame, but will provide no response to the resource agency, except as provided below. The district engineer will indicate in the administrative record associated with each pre-construction notification that the resource agencies' concerns were considered. For NWP 37, the emergency watershed protection and rehabilitation activity may proceed immediately in cases where there is an unacceptable hazard to life or a significant loss of property or economic hardship will occur. The district engineer will consider any comments received to decide whether the NWP 37 authorization should be modified, suspended, or revoked in accordance with the procedures at 33 CFR 330.5.

(3) In cases of where the prospective permittee is not a Federal agency, the district engineer will provide a response to NMFS within 30 calendar days of receipt of any Essential Fish Habitat conservation recommendations, as required by Section 305(b)(4)(B) of the Magnuson-Stevens Fishery Conservation and Management Act.

(4) Applicants are encouraged to provide the Corps multiple copies of pre-construction notifications to expedite agency coordination.

(5) For NWP 48 activities that require reporting, the district engineer will provide a copy of each report within 10 calendar days of receipt to the appropriate regional office of the NMFS.

(e) District Engineer's Decision: In reviewing the PCN for the proposed activity, the district engineer will determine whether the activity authorized by the NWP will result in more than minimal individual or cumulative adverse environmental effects or may be contrary to the public interest. If the proposed activity requires a PCN and will result in a loss of greater than 1/10 acre of wetlands, the prospective permittee should submit a mitigation proposal with the PCN. Applicants may also propose compensatory mitigation for projects with smaller impacts. The district engineer will consider any proposed compensatory mitigation the applicant has included in the proposal in determining whether the net adverse environmental effects to the aquatic environment of the proposed work are minimal. The compensatory mitigation proposal may be either conceptual or detailed. If the district engineer determines that the activity complies with the terms and conditions of the NWP and that the adverse effects on the aquatic environment are minimal, after considering mitigation, the district engineer will notify the permittee and include any conditions the district engineer deems necessary. The district engineer must approve any compensatory mitigation proposal before the permittee commences work. If the prospective permittee elects to submit a compensatory mitigation plan with the PCN, the district engineer will expeditiously review the proposed compensatory mitigation plan. The district engineer must review the plan within 45 calendar days of receiving a complete PCN and determine whether the proposed mitigation would ensure no more than minimal adverse effects on the aquatic environment. If the net adverse effects of the project on the aquatic environment

(after consideration of the compensatory mitigation proposal) are determined by the district engineer to be minimal, the district engineer will provide a timely written response to the applicant. The response will state that the project can proceed under the terms and conditions of the NWP.

If the district engineer determines that the adverse effects of the proposed work are more than minimal, then the district engineer will notify the applicant either: (1) That the project does not qualify for authorization under the NWP and instruct the applicant on the procedures to seek authorization under an individual permit; (2) that the project is authorized under the NWP subject to the applicant's submission of a mitigation plan that would reduce the adverse effects on the aquatic environment to the minimal level; or (3) that the project is authorized under the NWP with specific modifications or conditions. Where the district engineer determines that mitigation is required to ensure no more than minimal adverse effects occur to the aquatic environment, the activity will be authorized within the 45-day PCN period. The authorization will include the necessary conceptual or specific mitigation or a requirement that the applicant submit a mitigation plan that would reduce the adverse effects on the aquatic environment to the minimal level. When mitigation is required, no work in waters of the United States may occur until the district engineer has approved a specific mitigation plan.

28. Single and Complete Project. The activity must be a single and complete project. The same NWP cannot be used more than once for the same single and complete project.

FURTHER INFORMATION

1. District Engineers have authority to determine if an activity complies with the terms and conditions of an NWP.

2. NWPs do not obviate the need to obtain other federal, state, or local permits, approvals, or authorizations required by law.

3. NWPs do not grant any property rights or exclusive privileges.

4. NWPs do not authorize any injury to the property or rights of others.

5. NWPs do not authorize interference with any existing or proposed Federal project.

DEFINITIONS

Best management practices (BMPs): Policies, practices, procedures, or structures implemented to mitigate the adverse environmental effects on surface water quality resulting from development. BMPs are categorized as structural or non-structural.

Compensatory mitigation: The restoration, establishment (creation), enhancement, or preservation of aquatic resources for the purpose of compensating for unavoidable adverse impacts which remain after all appropriate and practicable avoidance and minimization has been achieved.

Currently serviceable: Useable as is or with some maintenance, but not so degraded as to essentially require reconstruction.

Discharge: The term "discharge" means any discharge of dredged or fill material.

Enhancement: The manipulation of the physical, chemical, or biological characteristics of an aquatic resource to heighten, intensify, or improve a specific aquatic resource function(s). Enhancement results in the gain of selected aquatic resource function(s), but may also lead to a

decline in other aquatic resource function(s). Enhancement does not result in a gain in aquatic resource area.

Ephemeral stream: An ephemeral stream has flowing water only during, and for a short duration after, precipitation events in a typical year. Ephemeral stream beds are located above the water table year-round. Groundwater is not a source of water for the stream. Runoff from rainfall is the primary source of water for stream flow.

Establishment (creation): The manipulation of the physical, chemical, or biological characteristics present to develop an aquatic resource that did not previously exist at an upland site. Establishment results in a gain in aquatic resource area.

Historic Property: Any prehistoric or historic district, site (including archaeological site), building, structure, or other object included in, or eligible for inclusion in, the National Register of Historic Places maintained by the Secretary of the Interior. This term includes artifacts, records, and remains that are related to and located within such properties. The term includes properties of traditional religious and cultural importance to an Indian tribe or Native Hawaiian organization and that meet the National Register criteria (36 CFR part 60).

Independent utility: A test to determine what constitutes a single and complete project in the Corps regulatory program. A project is considered to have independent utility if it would be constructed absent the construction of other projects in the project area. Portions of a multi-phase project that depend upon other phases of the project do not have independent utility. Phases of a project that would be constructed even if the other phases were not built can be considered as separate single and complete projects with independent utility.

Intermittent stream: An intermittent stream has flowing water during certain times of the year, when groundwater provides water for stream flow. During dry periods, intermittent streams may not have flowing water. Runoff from rainfall is a supplemental source of water for stream flow.

Loss of waters of the United States: Waters of the United States that are permanently adversely affected by filling, flooding, excavation, or drainage because of the regulated activity. Permanent adverse effects include permanent discharges of dredged or fill material that change an aquatic area to dry land, increase the bottom elevation of a waterbody, or change the use of a waterbody. The acreage of loss of waters of the United States is a threshold measurement of the impact to jurisdictional waters for determining whether a project may qualify for an NWP; it is not a net threshold that is calculated after considering compensatory mitigation that may be used to offset losses of aquatic functions and services. The loss of stream bed includes the linear feet of stream bed that is filled or excavated. Waters of the United States temporarily filled, flooded, excavated, or drained, but restored to pre-construction contours and elevations after construction, are not included in the measurement of loss of waters of the United States. Impacts resulting from activities eligible for exemptions under Section 404(f) of the Clean Water Act are not considered when calculating the loss of waters of the United States.

Non-tidal wetland: A non-tidal wetland is a wetland that is not subject to the ebb and flow of tidal waters. The definition of a wetland can be found at 33 CFR 328.3(b). Non-tidal wetlands contiguous to tidal waters are located landward of the high tide line (i.e., spring high tide line).

Open water: For purposes of the NWPs, an open water is any area that in a year with normal patterns of precipitation has water flowing or standing above ground to the extent that an ordinary high water mark can be determined. Aquatic vegetation within the area of standing or

flowing water is either non-emergent, sparse, or absent. Vegetated shallows are considered to be open waters. Examples of "open waters" include rivers, streams, lakes, and ponds.

Ordinary High Water Mark: An ordinary high water mark is a line on the shore established by the fluctuations of water and indicated by physical characteristics, or by other appropriate means that consider the characteristics of the surrounding areas (see 33 CFR 328.3(e)).

Perennial stream: A perennial stream has flowing water year-round during a typical year. The water table is located above the stream bed for most of the year. Groundwater is the primary source of water for stream flow. Runoff from rainfall is a supplemental source of water for stream flow.

Practicable: Available and capable of being done after taking into consideration cost, existing technology, and logistics in light of overall project purposes.

Pre-construction notification: A request submitted by the project proponent to the Corps for confirmation that a particular activity is authorized by nationwide permit. The request may be a permit application, letter, or similar document that includes information about the proposed work and its anticipated environmental effects. Pre-construction notification may be required by the terms and conditions of a nationwide permit, or by regional conditions. A pre-construction notification may be voluntarily submitted in cases where pre-construction notification is not required and the project proponent wants confirmation that the activity is authorized by nationwide permit.

Preservation: The removal of a threat to, or preventing the decline of, aquatic resources by an action in or near those aquatic resources. This term includes activities commonly associated with the protection and maintenance of aquatic resources through the implementation of appropriate legal and physical mechanisms. Preservation does not result in a gain of aquatic resource area or functions.

Re-establishment: The manipulation of the physical, chemical, or biological characteristics of a site with the goal of returning natural/historic functions to a former aquatic resource. Re-establishment results in rebuilding a former aquatic resource and results in a gain in aquatic resource area.

Rehabilitation: The manipulation of the physical, chemical, or biological characteristics of a site with the goal of repairing natural/historic functions to a degraded aquatic resource. Rehabilitation results in a gain in aquatic resource function, but does not result in a gain in aquatic resource area.

Restoration: The manipulation of the physical, chemical, or biological characteristics of a site with the goal of returning natural/historic functions to a former or degraded aquatic resource. For the purpose of tracking net gains in aquatic resource area, restoration is divided into two categories: re-establishment and rehabilitation.

Riffle and pool complex: Riffle and pool complexes are special aquatic sites under the 404(b)(1) Guidelines. Riffle and pool complexes sometimes characterize steep gradient sections of streams. Such stream sections are recognizable by their hydraulic characteristics. The rapid movement of water over a course substrate in riffles results in a rough flow, a turbulent surface, and high dissolved oxygen levels in the water. Pools are deeper areas associated with riffles. A slower stream velocity, a streaming flow, a smooth surface, and a finer substrate characterize pools.

Riparian areas: Riparian areas are lands adjacent to streams, lakes, and estuarine-marine shorelines. Riparian areas are transitional between terrestrial and aquatic ecosystems, through

which surface and subsurface hydrology connects waterbodies with their adjacent uplands. Riparian areas provide a variety of ecological functions and services and help improve or maintain local water quality. (See general condition 20.)

Shellfish seeding: The placement of shellfish seed and/or suitable substrate to increase shellfish production. Shellfish seed consists of immature individual shellfish or individual shellfish attached to shells or shell fragments (i.e., spat on shell). Suitable substrate may consist of shellfish shells, shell fragments, or other appropriate materials placed into waters for shellfish habitat.

Single and complete project: The term "single and complete project" is defined at 33 CFR 330.2(i) as the total project proposed or accomplished by one owner/developer or partnership or other association of owners/developers. A single and complete project must have independent utility (see definition). For linear projects, a "single and complete project" is all crossings of a single water of the United States (i.e., a single waterbody) at a specific location. For linear projects crossing a single waterbody several times at separate and distant locations, each crossing is considered a single and complete project. 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.

Stormwater management: Stormwater management is the mechanism for controlling stormwater runoff for the purposes of reducing downstream erosion, water quality degradation, and flooding and mitigating the adverse effects of changes in land use on the aquatic environment.

Stormwater management facilities: Stormwater management facilities are those facilities, including but not limited to, stormwater retention and detention ponds and best management practices, which retain water for a period of time to control runoff and/or improve the quality (i.e., by reducing the concentration of nutrients, sediments, hazardous substances and other pollutants) of stormwater runoff.

Stream bed: The substrate of the stream channel between the ordinary high water marks. The substrate may be bedrock or inorganic particles that range in size from clay to boulders. Wetlands contiguous to the stream bed, but outside of the ordinary high water marks, are not considered part of the stream bed.

Stream channelization: The manipulation of a stream's course, condition, capacity, or location that causes more than minimal interruption of normal stream processes. A channelized stream remains a water of the United States.

Structure: An object that is arranged in a definite pattern of organization. Examples of structures include, without limitation, any pier, boat dock, boat ramp, wharf, dolphin, weir, boom, breakwater, bulkhead, revetment, riprap, jetty, artificial island, artificial reef, permanent mooring structure, power transmission line, permanently moored floating vessel, piling, aid to navigation, or any other manmade obstacle or obstruction.

Tidal wetland: A tidal wetland is a wetland (i.e., water of the United States) that is inundated by tidal waters. The definitions of a wetland and tidal waters can be found at 33 CFR 328.3(b) and 33 CFR 328.3(f), respectively. Tidal waters rise and fall in a predictable and measurable rhythm or cycle due to the gravitational pulls of the moon and sun. Tidal waters end where the rise and fall of the water surface can no longer be practically measured in a predictable rhythm due to masking by other waters, wind, or other effects. Tidal wetlands are located channelward of the high tide line, which is defined at 33 CFR 328.3(d).

Vegetated shallows: Vegetated shallows are special aquatic sites under the 404(b)(1) Guidelines. They are areas that are permanently inundated and under normal circumstances have rooted aquatic vegetation, such as seagrasses in marine and estuarine systems and a variety of vascular rooted plants in freshwater systems.

Waterbody: For purposes of the NWPs, a waterbody is a jurisdictional water of the United States that, during a year with normal patterns of precipitation, has water flowing or standing above ground to the extent that an ordinary high water mark (OHWM) or other indicators of jurisdiction can be determined, as well as any wetland area (see 33 CFR 328.3(b)). If a jurisdictional wetland is adjacent--meaning bordering, contiguous, or neighboring--to a jurisdictional waterbody displaying an OHWM or other indicators of jurisdiction, that waterbody and its adjacent wetlands are considered together as a single aquatic unit (see 33 CFR 328.4(c)(2)). Examples of "waterbodies" include streams, rivers, lakes, ponds, and wetlands.

REGIONAL CONDITIONS FOR NATIONWIDE PERMITS IN THE WILMINGTON DISTRICT

1. Excluded Waters

The Corps has identified waters that will be excluded from the use of all NWP's during certain timeframes. These waters are:

1.1. Anadromous Fish Spawning Areas

Waters of the United States identified by either the North Carolina Division of Marine Fisheries (NCDMF) or the North Carolina Wildlife Resources Commission (NCWRC) as anadromous fish spawning areas are excluded during the period between February 15 and June 30, without prior written approval from NCDMF or NCWRC and the Corps.

1.2. Trout Waters Moratorium

Waters of the United States in the twenty-five designated trout counties of North Carolina are excluded during the period between October 15 and April 15 without prior written approval from the NCWRC. (see Section I. b. 7. for a list of the twenty-five trout counties).

1.3. Sturgeon Spawning Areas

Waters of the United States designated as sturgeon spawning areas are excluded during the period between February 1 and June 30, without prior written approval from the National Marine Fisheries Service (NMFS).

2. Waters Requiring Additional Notification

The Corps has identified waters that will be subject to additional notification requirements for activities authorized by all NWP's. These waters are:

2.1. Western NC Counties that Drain to Designated Critical Habitat

Waters of the U.S. that requires a Pre-Construction Notification pursuant to General Condition 27 (PCN) and located in the sixteen counties listed below, applicants must provide a copy of the PCN to the US Fish and Wildlife Service, 160 Zillicoa Street, Asheville, North Carolina 28805. This PCN must be sent concurrently to the US Fish and Wildlife Service and the Corps Asheville Regulatory Field Office. Please see General Condition 17 for specific notification requirements related to Federally Endangered Species and the following website for information on the location of designated critical habitat.

Counties with tributaries that drain to designated critical habitat that require notification to the Asheville US Fish and Wildlife Service: Avery, Cherokee, Forsyth, Graham, Haywood,

Henderson, Jackson, Macon Mecklenburg, Mitchell, Stokes, Surry, Swain, Transylvania, Union and Yancey.

Website and office addresses for Endangered Species Act Information:

The Wilmington District has developed the following website for applicants which provide guidelines on how to review linked websites and maps in order to fulfill NWP general condition 17 requirements.

http://www.saw.usace.army.mil/wetlands/ESA

Applicants who do not have internet access may contact the appropriate US Fish and Wildlife Service offices or the US Army Corps of Engineers office listed below.

US Fish and Wildlife Service
Asheville Field Office
160 Zillicoa Street
Asheville, NC 28801
Telephone: (828) 258-3939

Asheville US Fish and Wildlife Service 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 US Fish and Wildlife Service Office counties: all counties east of and including Richmond, Montgomery, Randolph, Guilford, and Rockingham Counties.

2.2. Special Designation Waters

Prior to the use of any NWP in any of the following North Carolina identified waters and contiguous wetlands, applicants must comply with Nationwide Permit General Condition 27 (PCN). The North Carolina waters and contiguous wetlands that require additional notification requirements are:

"Outstanding Resource Waters" (ORW) and "High Quality Waters" (HQW) (as designated by the North Carolina Environmental Management Commission), or
"Inland Primary Nursery Areas" (IPNA) (as designated by the North Carolina Wildlife Resources Commission), or "Contiguous Wetlands" (as defined by the North Carolina Environmental Management Commission), or "Primary Nursery Areas" (PNA) (as designated by the North Carolina Marine Fisheries Commission).

2.3. Coastal Area Management Act (CAMA) Areas of Environmental Concern

Non-Federal applicants for any NWP in a designated "Area of Environmental Concern" (AEC) in the twenty (20) counties of Eastern North Carolina covered by the North Carolina Coastal Area Management Act (CAMA), must also obtain the required CAMA permit. Construction activities for non-Federal projects may not commence until a copy of the approved CAMA permit is furnished to the appropriate Wilmington District Regulatory Field Office (Wilmington Field Office – P.O. Box 1890, Wilmington, NC 28402 or Washington Field Office – P.O. Box 1000, Washington, NC 27889).

2. 4. Barrier Islands

Prior to the use of any NWP on a barrier island of North Carolina, applicants must comply with Nationwide Permit General Condition 27 (PCN).

2.5. Mountain or Piedmont Bogs

Prior to the use of any NWP in a "Mountain or Piedmont Bog" of North Carolina, applicants shall comply with Nationwide Permit General Condition 27 (PCN).

Note: The following wetland community types identified in the N.C. Natural Heritage Program document, "Classification of Natural communities of North Carolina (Michael P. Schafale and Alan S. Weakley, 1990), are subject to this regional condition.

Mountain Bogs	Piedmont Bogs
Swamp Forest-Bog Complex	Upland depression Swamp Forest
Swamp Forest-Bog Complex (Spruce Subtype)	
Southern Appalachian Bog (Northern Subtype)	
Southern Appalachian Bog (Southern Subtype)	
Southern Appalachian Fen	

2.6. Animal Waste Facilities

Prior to use of any NWP for construction of animal waste facilities in waters of the US, including wetlands, applicants shall comply with Nationwide Permit General Condition 27 (PCN).

2.7. Trout Waters

Prior to any discharge of dredge or fill material into streams or waterbodies within the twenty-five (25) designated trout counties of North Carolina, the applicant shall comply with

Nationwide Permit General Condition 27 (PCN). The applicant shall also provide a copy of the notification to the appropriate NCWRC office to facilitate the determination of any potential impacts to designated Trout Waters. Notification to the Corps of Engineers will include a statement with the name of the NCWRC biologist contacted, the date of the notification, the location of work, a delineation of wetlands, a discussion of alternatives to working in the mountain trout waters, why alternatives were not selected, and a plan to provide compensatory mitigation for all unavoidable adverse impacts to mountain trout waters.

NCWRC and NC Trout Counties

Mr. Ron Linville			
Western Piedmont Region Coordinator	Alleghany	Caldwell	Watauga
3855 Idlewild Road	Ashe	Mitchell	Wilkes
Kernersville, NC 27284-9180	Avery	Stokes	
Telephone: (336) 769-9453	Burke	Surry	

Mr. Dave McHenry			
Mountain Region Coordinator	Buncombe	Henderson	Polk
20830 Great Smoky Mtn. Expressway	Cherokee	Jackson	Rutherford
Waynesville, NC 28786	Clay	Macon	Swain
Telephone: (828) 452-2546	Graham	Madison	Transylvania
Fax: (828) 452-7772	Haywood	McDowell	Yancey

3. List of Corps Regional Conditions for All Nationwide Permits

The following conditions apply to all Nationwide Permits in the Wilmington District:

3.1. Limitation of Loss of Perennial Stream Bed

NWPs may not be used for activities that may result in the loss or degradation of greater than 300 total linear feet of perennial streams. The NWPs may not be used for activities that may result in the loss or degradation of greater than 300 total linear feet of ephemeral and intermittent streams that exhibit important aquatic function(s)* Loss of stream includes the linear feet of stream bed that is filled, excavated, or flooded by the proposed activity. The District Commander can waive the 300 linear foot limit for ephemeral and intermittent streams on a case-by-case basis if he determines that the proposed activity will result in minimal individual and cumulative adverse impacts to the aquatic environment. Waivers for the loss of ephemeral and intermittent streams must be in writing. This waiver only applies to the 300 linear feet threshold for NWPs. Mitigation may still be required for impacts to ephemeral and intermittent streams, on a case-by-case basis, depending on the impacts to the aquatic environment of the proposed project. [*Note: The Corps uses the Stream Quality Assessment Worksheet, located with Permit Information on the Regulatory Program Web Site, to aid in the determination of aquatic function within the intermittent stream channel.]

3.2. Mitigation for Loss of Stream Bed Exceeding 150 Feet.

For any NWP that results in a loss of more than 150 linear feet of perennial and/or ephemeral/intermittent stream, the applicant shall provide a mitigation proposal to compensate for the loss of aquatic function associated with the proposed activity. For stream losses less than 150 linear feet, that require a PCN, the District Commander may determine, on a case-by-case basis that compensatory mitigation is required to ensure that the activity results in minimal adverse effect on the aquatic environment.

3.3. Pre-construction Notification for Loss of Streambed Exceeding 150 Feet.

Prior to use of any NWP for any activity which impacts more than 150 total linear feet of perennial stream or ephemeral/ intermittent stream, the applicant must comply with Nationwide Permit General Condition 27 (PCN). This applies to NWPs that do not have specific notification requirements. If a NWP has specific notification requirements, the requirements of the NWP should be followed.

3.4. Restriction on Use of Live Concrete

For all NWPs which allow the use of concrete as a building material, measures will be taken to prevent live or fresh concrete, including bags of uncured concrete, from coming into contact with waters of the state until the concrete has hardened.

3.5. Requirements for Using Riprap for Bank Stabilization

For all NWPs that allow for the use of riprap material for bank stabilization, the following measures shall be applied:

3.5.1. Filter cloth must be placed underneath the riprap as an additional requirement of its use in North Carolina waters.

3.5.2. The placement of riprap shall be limited to the areas depicted on submitted work plan drawings.

3.5.3. The riprap material shall be clean and free from loose dirt or any pollutant except in trace quantities that would not have an adverse environmental effect.

3.5.4. It shall be of a size sufficient to prevent its movement from the authorized alignment by natural forces under normal conditions.

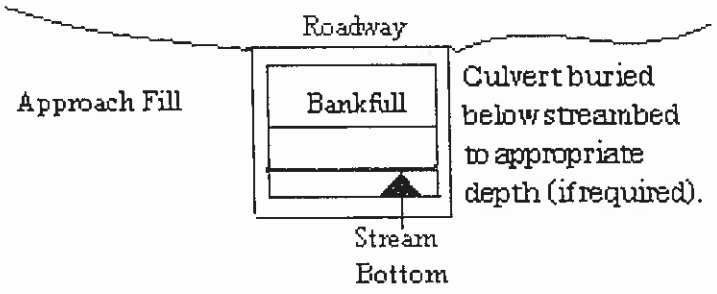
3.5.5. The riprap material shall consist of clean rock or masonry material such as, but not limited to, granite, marl, or broken concrete.

3.5.6. A waiver from the specifications in this Regional Condition may be requested in writing. The waiver will only be issued if it can be demonstrated that the impacts of complying with this Regional condition would result in greater adverse impacts to the aquatic environment.

3.6. Safe Passage Requirements for Culvert Placement

For all NWPs that involve the construction/installation of culverts, measures will be included in the construction/installation that will promote the safe passage of fish and other aquatic organisms. 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. 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 gage data, if available. In the absence of such data, bankfull flow can be used as a comparable level.

In the twenty (20) counties of North Carolina designated as coastal counties by the Coastal Area Management Act (CAMA): All pipe and culvert bottoms shall be buried at least one foot below normal bed elevation when they are placed within the Public Trust Area of Environmental Concern (AEC) and/or the Estuarine Waters AEC as designated by CAMA, and/or all streams appearing as blue lines on United States Geological Survey (USGS) quad sheets.



In all other counties: Culverts greater than 48 inches in diameter will be buried at least one foot below the bed of the stream. 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 bottom of the culvert must be placed at a depth below the natural stream bottom to provide for passage during drought or low flow conditions.

Destabilizing 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 be issued if it can be demonstrated that the proposal would result in the least impacts to the aquatic environment.

All counties: Culverts placed in wetlands do not have to be buried.

3.7. Notification to NCDENR Shellfish Sanitation Section

Applicants shall notify the NCDENR Shellfish Sanitation Section prior to dredging in or removing sediment from an area closed to shell fishing where the effluent may be released to an area open for shell fishing or swimming in order to avoid contamination from the disposal area and cause a temporary shellfish closure to be made. Such notification shall also be provided to the appropriate Corps of Engineers Regulatory Field Office. Any disposal of sand to the ocean beach should occur between November 1 and April 30 when recreational usage is low. Only clean sand should be used and no dredged sand from closed shell fishing areas may be used. If beach disposal were to occur at times other than stated above or if sand from a closed shell fishing area is to be used, a swimming advisory shall be posted, and a press release shall be issued.

3.8. Preservation of Submerged Aquatic Vegetation

Adverse impacts to Submerged Aquatic Vegetation (SAV) are not authorized by any NWP within any of the twenty coastal counties defined by North Carolina's Coastal Area Management Act of 1974 (CAMA).

NC DIVISION OF WATER QUALITY - GENERAL CERTIFICATION CONDITIONS

For the most recent General Certification conditions, call the NC Division of Water Quality, Wetlands/401 Certification Unit at (919) 733-1786 or access the following website: http://h2o.enr.state.nc.us/ncwetlands/certs.html

NC DIVISION OF COASTAL MANAGEMENT - STATE CONSISTENCY

In a letter dated May 7, 2007, the North Carolina Division of Coastal Management found this NWP consistent with the North Carolina Coastal Zone Management Program. Updates on CAMA Consistency for NC can be found on the NC DCM web site at: http://dcm2.enr.state.nc.us/Permits/consist.htm

EASTERN BAND OF THE CHEROKEE INDIANS TRIBAL WATER QUALITY CERTIFICATIONS

In a letter dated May 8, 2007, US EPA, on behalf of the Eastern Band of Cherokee Indians, provided Tribal General Conditions for Nationwide Permits on Cherokee Indian Reservation. These Tribal General Conditions are located on the Corps website at: http://www.saw.usace.army.mil/WETLANDS/NWP2007/EBCI-certs.html

Citations:

2007 Nationwide Permits Public Notice for Final Issue Date: March 15, 2007

Correction Notice for Nationwide Permits, Federal Register / Vol. 72, No. 88 / Tuesday. May 8, 2007 / Notices p.26082

2007 SAW Regional Conditions – Authorized June 1, 2007

This and other information can be found on the Corps web site at: http://www.saw.usace.army.mil/WETLANDS/NWP2007/nationwide-permits.html

Water Quality Certification N°. 3687

GENERAL CERTIFICATION FOR PROJECTS ELIGIBLE FOR U.S. ARMY CORPS OF ENGINEERS NATIONWIDE PERMIT NUMBERS: 3 (MAINTENANCE), 4 (FISH AND WILDLIFE HARVESTING, ENHANCEMENT, AND ATTRACTION DEVICES AND ACTIVITIES), 5 (SCIENTIFIC MEASUREMENT DEVICES—25 CUBIC YARDS FOR WEIRS AND FLUMES), 6 (SURVEY ACTIVITIES—25 CUBIC YARDS FOR TEMPORARY PADS), 7 (OUTFALL STRUCTURES AND ASSOCIATED INTAKE STRUCTURES), 19 (MINOR DREDGING), 20 (OIL SPILL CLEANUP), 22 (REMOVAL OF VESSELS), 25 (STRUCTURAL DISCHARGE), 30(MOIST SOIL MANAGEMENT FOR WILDLIFE), 32 (COMPLETED ENFORCEMENT ACTIONS), 36 (BOAT RAMPS [IN NONWETLAND SITES]), AND REGIONAL PERMIT 197800056 (PIERS, DOCKS AND BOATHOUSES), AND REGIONAL PERMIT 197800125 (BOAT RAMPS) AND RIPARIAN AREA PROTECTION RULES (BUFFER RULES)

Water Quality Certification Number 3687 is issued in conformity with the requirements of Section 401, Public Laws 92-500 and 95-217 of the United States and subject to the North Carolina Division of Water Quality (DWQ) Regulations in 15 NCAC 2H, Section .0500 and 15 NCAC 2B .0200 for the discharge of fill material to waters and wetland areas which are waters of the United States as described in 33 CFR 330 Appendix A (B) (3, 4, 5, 6, 7, 19, 20, 22, 25, 30, 32, and 36) of the Corps of Engineers regulations and Regional Permits 197800056 and 19780125 and for the Riparian Area Protection Rules (Buffer Rules) in 15A NCAC 2B .0200.

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.

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 Quality (the "Division"):

a. Impacts equal or greater than 40 linear feet of additional permanent stream impact at an existing stream crossing location, or
b. Temporary or permanent impacts equal to or exceeding: one-third (1/3) acre of wetlands East of Interstate-95, or one-tenth (1/10) of acre of wetlands West of Interstate-95; or
c. Any impact associated with a Notice of Violation or an enforcement action initiated by the Division and/or the Division of Land Resources; or
d. Projects with any impacts to streams, wetlands, and/or waters that have received a Notice of Violation from the Division and/or Division of Land Resources; or
e. Any impacts to streams and/or buffers in the Neuse, Tar-Pamlico, Randleman and Catawba River Basins (or any other basins with Riparian Area Protection Rules [Buffer Rules] in effect at the time of application) *unless* the activities are listed as "EXEMPT" from these Rules.

In accordance with North Carolina General Statute Section 143-215.3D(e), written approval for a 401 Water Quality General Certification must include the appropriate fee. If a project also requires a CAMA Permit, then one payment to both agencies shall be submitted and will be the higher of the two fees.

Activities included in this General Certification and below the thresholds listed above *do not* require written approval from the Division of Water Quality as long as they comply with the Conditions of Certification listed below. If any of these Conditions cannot be met, written approval from the Division is required.

Water Quality Certification N°. 3687

Conditions of Certification:

1. No Impacts Beyond Those Authorized for this General Certification

   No waste, spoil, solids, or fill of any kind shall occur in wetlands, waters, or riparian areas beyond the thresholds established for use of this General Certification, or beyond the footprint of the impacts authorized in the written approval, including incidental impacts. All construction activities, including the design, installation, operation, and maintenance of sediment and erosion control Best Management Practices, shall be performed so that no violations of state water quality standards, statutes, or rules occur.

2. Standard Erosion and Sediment Control Practices

   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:

   a. 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.
   b. 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*.
   c. Reclamation measures and implementation must comply with the reclamation in accordance with the requirements of the Sedimentation Pollution Control Act and the Mining Act of 1971.
   d. Sufficient materials required for stabilization and/or repair of erosion control measures and stormwater routing and treatment shall be on site at all times. ,except for publicly funded linear transportation projects when materials can be accessed offsite in a timely manner.
   e. If the project occurs in waters or watersheds classified as Primary Nursery Areas (PNAs), Trout (Tr), SA, WS-I, WS-II, High Quality (HQW), or Outstanding Resource (ORW) waters, then the sediment and erosion control requirements contained within *Design Standards in Sensitive Watersheds* (15A NCAC 04B .0124) supercede all other sediment and erosion control requirements.

3. No Sediment and Erosion Control Measures in Wetlands or Waters

   Sediment and erosion control measures should not be placed in wetlands or waters outside of the permitted impact areas without prior approval from the Division. If placement of sediment and erosion control devices in wetlands and waters is unavoidable, then the design and placement of temporary erosion control measures shall not be conducted in a manner that may result in dis-equilibrium of wetlands or stream beds or banks, adjacent to or upstream and down stream of the above structures. All sediment and erosion control devices shall be removed and the natural grade restored within two (2) months of the date that the Division of Land Resources or locally delegated program has released the project.

4. Construction Stormwater Permit NCG010000

   Upon the approval of an Erosion and Sedimentation Control Plan issued by the Division of Land Resources (DLR) or a DLR delegated local erosion and sedimentation control program, an NPDES General stormwater permit (NCG010000) administered by the Division is automatically issued to the project. This General Permit allows stormwater to be discharged during land disturbing construction activities as stipulated by conditions in the permit. If the

activity is covered by this permit [applicable to construction projects that disturb one (1) or more acres], full compliance with permit conditions including the sedimentation control plan, self-monitoring, record keeping and reporting requirements are required. A copy of this permit and monitoring report forms may be found at *http://h2o.enr.state.nc.us/su/Forms_Documents.htm*.

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.

5. Work in the Dry

All work in or adjacent to stream waters shall be conducted in a dry work 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 submittal to, and approval by, the Division.

6. Construction Moratoriums and Coordination

If activities must occur during periods of high biological activity (i.e. sea turtle or bird nesting), then biological monitoring may be required at the request of other state or federal agencies and coordinated with these activities. This condition can be waived through written concurrence on a case by case basis upon reasonable justification.

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) to protect trout, anadromous fish, larval/post-larval fishes and crustaceans, or other aquatic species of concern shall be obeyed. This condition can be waived through written concurrence on a case by case basis upon reasonable justification.

Work within the twenty-five (25) designated trout counties or identified state or federal endangered or threatened species habitat shall be coordinated with the appropriate WRC, USFWS, NMFS personnel.

7. Riparian Area Protection Rules (Buffer Rules)

Activities located in the protected 50-foot wide riparian areas (whether jurisdictional wetlands or not) within the Neuse, Tar-Pamlico, Randleman, Catawba (or any other basin with buffer rules), shall be limited to "uses" identified within and constructed in accordance with 15A NCAC 2B .0233, .0259, .0250, and .0243, and shall be located, designed, constructed, and maintained to have minimal disturbance to protect water quality to the maximum extent practicable through the use of best management practices. All riparian area protection rule requirements, including diffuse flow requirements, must be met.

8. Water Supply Watershed Buffers

The 100-foot wide (high-density development) or the 30-foot wide vegetative buffer (all other development) must be maintained adjacent to all perennial waters except for allowances as provided in the Water Supply Watershed Protection Rules [15A NCAC 2B .0212 through .0215].

9. Placement of Culverts and Other Structures in Waters and Wetlands

   The application must include construction plans with cross-sectional details in order to indicate that the current stability of the stream will be maintained or enhanced (i.e., not result in head cuts).

   Culverts required for this project 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. Existing stream dimensions (including the cross section dimensions, pattern, and longitudinal profile) must be maintained above and below locations of each culvert. Placement of culverts and other structures in waters, streams, and wetlands must 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, unless otherwise justified and approved by the Division.

   Installation of culverts in wetlands must ensure continuity of water movement and be designed to adequately accommodate high water or flood conditions. Additionally, when roadways, causeways or other fill projects are constructed across FEMA-designated floodways or wetlands, openings such as culverts or bridges must 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.

   Any rip rap required for normal pipe burial and stabilization shall be buried such that the original stream elevation is restored and maintained.

   The establishment of native, woody vegetation and other soft stream bank stabilization techniques must be used where practicable instead of rip-rap or other bank hardening methods.

10. If concrete is used during the construction, then a dry work area should be maintained to prevent direct contact between curing concrete and stream water. Water that inadvertently contacts uncured concrete should not be discharged to surface waters due to the potential for elevated pH and possible aquatic life/fish kills.

11. Applications for riprap groins proposed in accordance with 15A NCAC 07H .1401 (NC Division of Coastal Management General Permit for construction of Wooden and Riprap Groins in Estuarine and Public Trust Waters) must meet all the specific conditions for design and construction specified in 15A NCAC 07H .1405.

12. Temporary Fills and/or Access Roads

    All temporary fill and culverts shall be removed and the impacted area returned to the original grade, including each stream's original cross sectional dimensions, plan form pattern, and longitudinal bed and bed profile after construction is complete or within two (2) months of the establishment of the crossing, which ever is sooner, and the various sites shall be stabilized with natural woody vegetation (except for the maintenance areas of permanent utility crossings) and restored to prevent erosion. If the crossings are not completely removed and restored as described above within the specified time above, then written approval from the Division must be obtained to modify this condition.

13. For activities requiring written approval, additional site-specific conditions may be added to the approval letter in order to ensure compliance with all applicable water quality and effluent standards.

14. Certificate of Completion

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 the certificate of completion attached to the approval. One copy of the certificate shall be sent to the DWQ Central Office in Raleigh at 1650 Mail Service Center, Raleigh, NC, 27699-1650.

15. If an environmental document is required under NEPA or 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.

16. This General Certification shall expire three (3) years from the date of issuance of the written approval or on the same day as the expiration date of these corresponding Nationwide and Regional General Permits. In accordance with General Statute 136-44.7B, certifications issued to the NCDOT shall expire only upon expiration of the federal 404 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. If the construction process for approved activities will overlap the expiration and renewal date of the corresponding 404 Permit and the Corps allows for continued use of the 404 Permit, then the General Certification shall also remain in effect without requiring re-application and re-approval to use this Certification for the specific impacts already approved.

17. The applicant/permittee 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 the Division 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 the Division may reevaluate and modify this General Water Quality Certification.

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

The Director of the North Carolina Division of Water Quality may require submission of a formal application for Individual Certification for any project in this category of activity if it is 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 wetland or downstream waters are precluded.

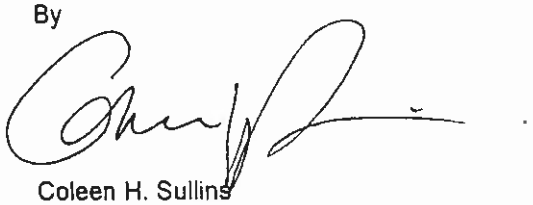
Public hearings may be held for specific applications or group of applications prior to a Certification decision if deemed in the public's best interest by the Director of the North Carolina Division of Water Quality.

Water Quality Certification N°. 3687

Effective date: November 1, 2007

DIVISION OF WATER QUALITY

By

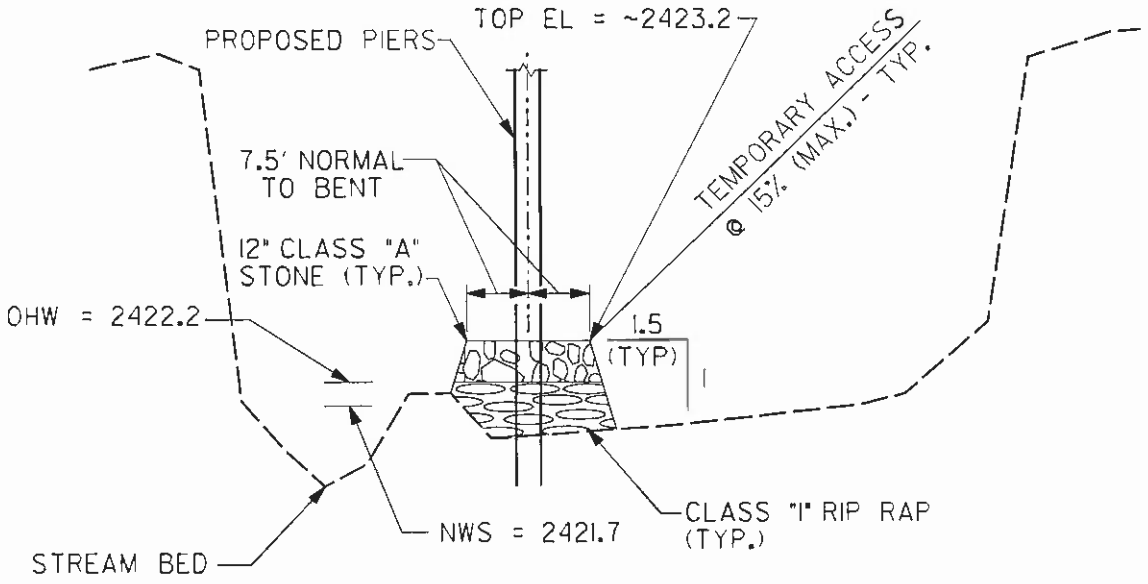


Coleen H. Sullins

Director

History Note: Water Quality Certification Number 3687 replaces Water Quality Certification Number 3376 issued on March 18, 2002, Water Quality Certification Number 3494 issued December 31, 2004, and Water Quality Certification Number 3624 issued March 2007. This General Certification is rescinded when the Corps of Engineers re-authorizes any of these Nationwide or Regional Permits or when deemed appropriate by the Director of the Division of Water Quality.

DETAIL OF CAUSEWAY FOR PROPOSED BRIDGE



VOLUME AND AREA OF TEMPORARY FILL (CLASS "I" RIP RAP) BELOW OHW
AREA = 0.08 Ac VOLUME = 285 CY

ENGLISH

NCDOT

DIVISION OF HIGHWAYS

MITCHELL COUNTY

PROJECT: 42576 (BK-5125)

BRIDGE 177 ON SR 1189

OVER CANE CREEK

SHEET OF

7/2/09

7/2/2009
3:41:26 PM
r:\Hydraulics\Permits\BK5125_Hyd_prm_tempcsw.dgn

EXECUTION OF PROPOSAL

DATE:_____

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

TOTAL PROJECT BID: $ _____

CONTRACTOR:_____

ADDRESS:_____

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

BY:_____ TITLE:_____
(SIGNATURE)

_____
(TYPED OR PRINTED NAME)

CONTRACTOR'S LICENSE NUMBER:_____

ACCEPTANCE OF PROPOSAL

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

BY:_____, STATE BRIDGE MANAGEMENT ENGINEER
(SIGNATURE)

BID SHEET

CONTRACT COST PROPOSAL

The Contractor agrees to provide the services outlined in this proposal for the following fixed price:

BRIDGE REPLACEMENT WITH PRESTRESSED CORED SLABS

LINE NO.	ITEM NO.	SEC. NO.	DESCRIPTION	QUANTITY	UNIT COST	AMOUNT
1.	0000100000-N	800	MOBILIZATION	LS	LS	
2.	0248000000-N	SP	GENERIC GRADING ITEM (EXCAVATION AND EMBANKMENT)	LS	LS	
3.	0343000000-E	310	15” SIDE DRAIN PIPE	32 LIN. FT.		
4.	0366000000-E	310	15” RC PIPE CULVERT, CLASS III	28 LIN. FT.		
5.	0448000000-E	310	15” RC PIPE CULVERT, CLASS IV	28 LIN. FT.		
6.	1220000000-E	545	INCIDENTAL STONE BASE	34 TON		
7.	1489000000-E	610	ASPHALT CONCRETE BASE COURSE, TYPE B25.0B	141 TON		
8.	1525000000-E	610	ASPHALT CONCRETE SURFACE COURSE, TYPE SF 9.5 A	145 TON		
9.	1560000000-E	620	ASPHALT BINDER FOR PLANT MIX, TYPE PG 64-22	10 TON		
10.	2286000000-N	840	MASONRY DRAINAGE STRUCTURES	2 EACH		
11.	2367000000-N	840	FRAME WITH TWO GRATES, STD 840.29	2 EACH		
12.	3030000000-E	862	STEEL BEAM GUARDRAIL	100 LIN. FT.		
13.	3045000000-E	862	STEEL BEAM GUARDRAIL, SHOP CURVED	54 LIN. FT.		

LINE NO.	ITEM NO.	SEC. NO.	DESCRIPTION	QUANTITY	UNIT COST	AMOUNT
14.	3150000000-N	862	ADDITIONAL GUARDRAIL POSTS	5 EACH	_____	_____
15.	3195000000-N	862	GUARDRAIL ANCHOR UNIT, TYPE AT-1	1 EACH	_____	_____
16.	3270000000-N	SP	GUARDRAIL ANCHOR UNIT, TYPE 350	3 EACH	_____	_____
17.	3317000000-N	862	GUARDRAIL ANCHOR UNIT, TYPE B-77	2 EACH	_____	_____
18.	3319000000-N	862	GUARDRAIL ANCHOR UNIT, TYPE B-83	2 EACH	_____	_____
19.	3656000000-E	876	FILTER FABRIC FOR DRAINAGE	910 SY	_____	_____
20.	4589000000-N	1101	GENERIC TRAFFIC CONTROL	LS	LS	_____
21.	6000000000-E	1605	TEMPORARY SILT FENCE	680 LIN. FT.	_____	_____
22.	6006000000-E	1610	STONE FOR EROSION CONTROL, CLASS A	115 TON	_____	_____
23.	6009000000-E	1610	STONE FOR EROSION CONTROL, CLASS B	50 TON	_____	_____
24.	6012000000-E	1610	SEDIMENT CONTROL STONE	160 TON	_____	_____
25.	6024000000-E	1622	TEMPORARY SLOPE DRAINS	200 LIN. FT.	_____	_____
26.	6027000000-N	1622	INLET PROTECTION FOR TEMPORARY SLOPE DRAINS	4 EACH	_____	_____
27.	6029000000-E	SP	SAFETY FENCE	230 LIN. FT.	_____	_____
28.	6030000000-E	1630	SILT EXCAVATION	75 CY	_____	_____
29.	6036000000-E	1631	MATTING FOR EROSION CONTROL	1200 SY	_____	_____

LINE NO.	ITEM NO.	SEC. NO.	DESCRIPTION	QUANTITY	UNIT COST	AMOUNT
30.	6037000000-E	SP	COIR FIBER MAT	50 SY	_____	_____
31.	6042000000-E	1632	¼" HARDWARE CLOTH	60 LIN. FT.	_____	_____
32.	6070000000-N	SP	SPECIAL STILLING BASIN	6 EACH	_____	_____
33.	6117000000-N	SP	RESPONSE FOR EROSION CONTROL	12 EACH	_____	_____
34.	6123000000-E	SP	REFORESTATION	0.1 ACRE	_____	_____
35.	6133000000-N	SP	GENERIC EROSION CONTROL ITEM	LS	LS	_____
36.	8017000000-N	SP	CONSTRUCTION, MAINTENANCE AND REMOVAL OF TEMPORARY ACCESS AT STA 14+14.67 –L-	LS	LS	_____
37.	8035000000-N	402	REMOVAL OF EXISTING STRUCTURES	LS	LS	_____
38.	8096000000-E	SP	PILE EXCAVATION IN SOIL	12 LIN. FT.	_____	_____
39.	8097000000-E	SP	PILE EXCAVATION NOT IN SOIL	148 LIN. FT.	_____	_____
40.	8105540000-E	SP	42" DRILLED PIER IN SOIL	25 LIN. FT.	_____	_____
41.	8105640000-E	SP	42" DRILLED PIER NOT IN SOIL	16 LIN. FT.	_____	_____
42.	8111400000-E	SP	PERMANENT STEEL CASING FOR 42" DRILLED PIER	20 LIN. FT.	_____	_____
43.	8210000000-N	422	BRIDGE APPROACH SLABS	LS	LS	_____
44.	8365000000-E	SP	HP 12X53 GALVANIZED STEEL PILES	330 LIN. FT.	_____	_____
45.	8391000000-N	SP	STEEL PILE POINTS FOR HP 12X53 STEEL PILES	6 EACH	_____	_____

LINE NO.	ITEM NO.	SEC. NO.	DESCRIPTION	QUANTITY	UNIT COST	AMOUNT
46.	8608000000-E	876	RIP RAP, CLASS II	290 TON	_____	_____
47.	8594000000-E	876	PLAIN RIP RAP, CLASS B	2 TON	_____	_____
48.	8765000000-N	SP	CONSTRUCTION OF SUBSTRUCTURE	LS	LS	_____
49.	8766000000-N	SP	CONSTRUCTION OF SUPERSTRUCTURE	LS	LS	_____

TOTAL PROJECT BID_____

12/19/89

AWARD LIMITS ON MULTIPLE PROJECTS

It is the desire of the Proposer to be awarded contracts, the value of which will not exceed a total of $_____, for those projects indicated below on which bids are being opened on the same date as shown in the Proposal Form. Individual projects shall be indicated by placing the project number and county in the appropriate place below. Projects not selected will not be subject to an award limit.

_____	_____
(Project Number)	(County)
_____	_____
(Project Number)	(County)
_____	_____
(Project Number)	(County)
_____	_____
(Project Number)	(County)

*If a Proposer desires to limit the total amount of work awarded to him in this letting, he shall state such limit in the space provided above in the second line of this form.

It is agreed that in the event that I am (we are) the successful bidder on indicated projects, the total value of which is more that the above stipulated award limits, the Board of Transportation will award me (us) projects from among those indicated which have a total value not exceeding the award limit and which will result in the best advantage to the Department of Transportation.

_____
**Signature of Authorized Person

**Only those persons authorized to sign bids under the provisions of Article 102-8, Item 7, shall be authorized to sign this form.

Rev 7-20-08

EXECUTION OF CONTRACT
NON-COLLUSION AFFIDAVIT AND DEBARMENT CERTIFICATION

CORPORATION

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

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

SIGNATURE OF CONTRACTOR

_____
Full name of Corporation

_____
Address as Prequalified

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

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

CORPORATE SEAL

AFFIDAVIT MUST BE NOTARIZED

NOTARY SEAL

Subscribed and sworn to before me this the

_____ day of _____, 20_____.

_____
Signature of Notary Public

of _____County.

State of _____.

My Commission Expires: _____

Rev 7-20-08

DEBARMENT CERTIFICATION OF CONTRACTOR

Conditions for certification:

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

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

3. The Contractor agrees by submitting this form that he will not knowingly enter into any lower tier covered transaction with a person who is debarred, suspended, declared ineligible, or voluntarily excluded from participation in NCDOT contracts, unless authorized by the Department.

4. For Federal Aid projects, the Contractor further agrees that by submitting this form he will include the Federal-Aid Provision titled Required Contract Provisions Federal-Aid Construction Contract (Form FHWA PR 1273) provided by the Department, without subsequent modification, in all lower tier covered transactions.

5. The Contractor may rely upon a certification of a participant in a lower tier covered transaction that he is not debarred, suspended, ineligible, or voluntarily excluded from the covered transaction, unless he knows that the certification is erroneous. The Contractor may decide the method and frequency by which he will determine the eligibility of his subcontractors.

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

7. Except as authorized in paragraph 3 herein, the Department may terminate any contract if the Contractor knowingly enters into a lower tier covered transaction with a person who is suspended, debarred, ineligible, or voluntarily excluded from participation in this transaction, in addition to other remedies available by the Federal Government.

Rev 7-20-08

DEBARMENT CERTIFICATION

The Contractor certifies to the best of its knowledge and belief, that it and its principals:

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

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

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

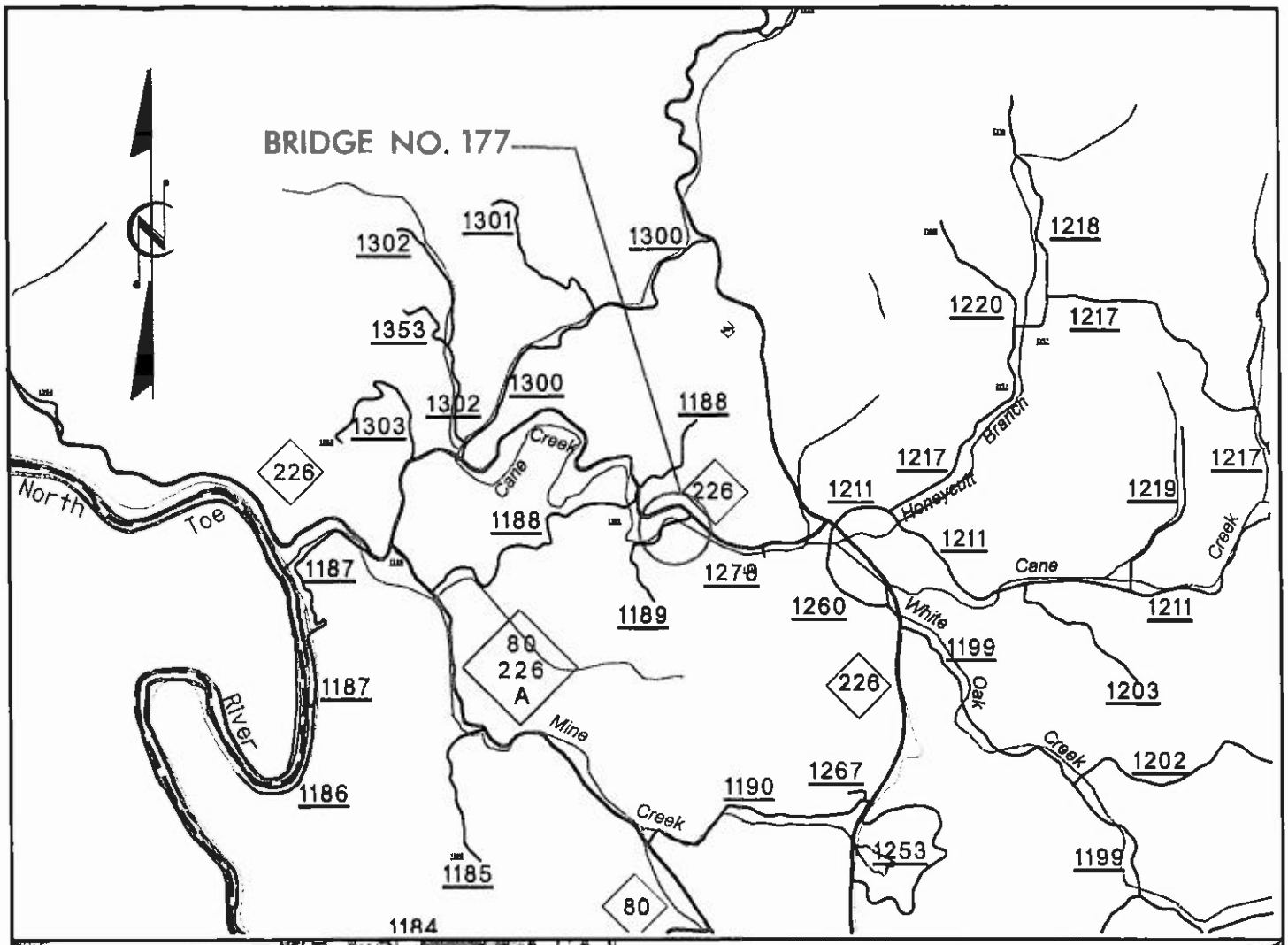
d. Have not within a three-year period preceding this proposal had one or more public transactions (Federal, State or local) terminated for cause or default.

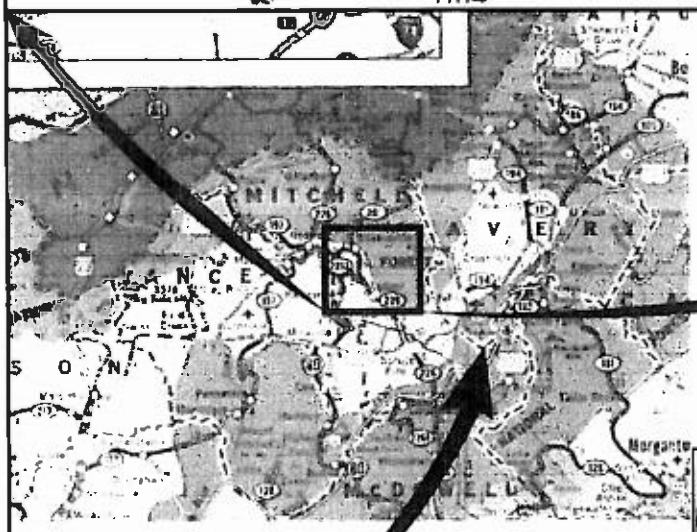
e. If status changes, will submit a revised Debarment Certification immediately.

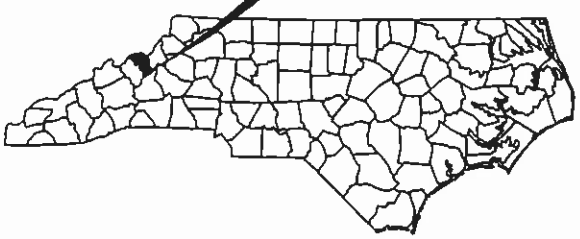
If the Contractor cannot certify that he is not debarred, he shall provide an explanation with this submittal. An explanation will not necessarily result in denial of participation in a contract.

Failure to submit a non-collusion affidavit and debarment certification will result in the Contractor's bid being considered non-responsive.

☐ Check here if an explanation is attached to this Certification.







NORTH CAROLINA DEPARTMENT OF TRANSPORTATION

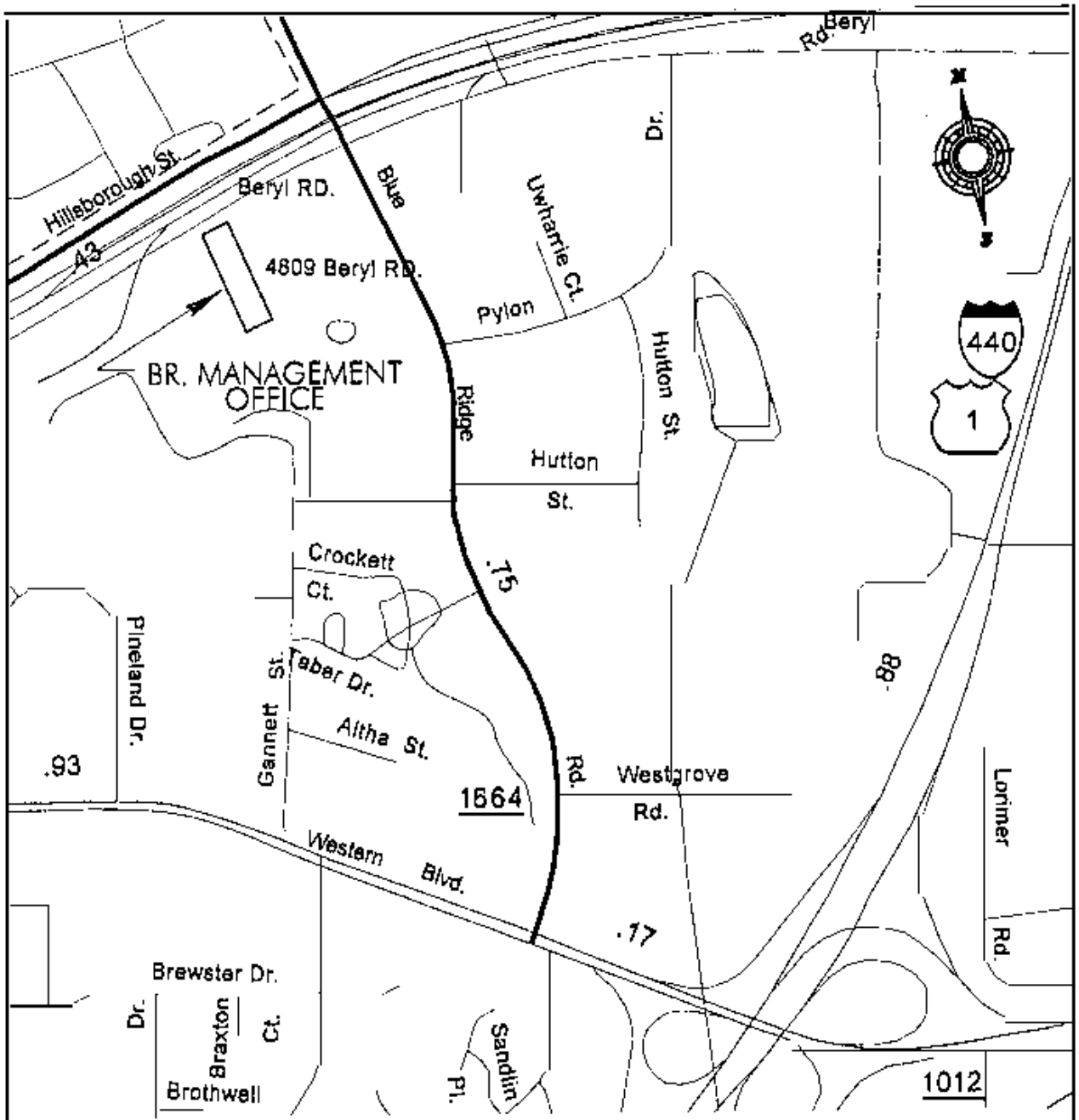
NCMA BRIDGE GROUP

BRIDGE NO. 177
SR 1189 OVER CANE CREEK
MITCHELL COUNTY

VICINITY MAP

0 0.5
GRAPHIC SCALE (MILES)

FIGURE 1



RALEIGH–WAKE COUNTY

PRE BID LOCATION MAP

NORTH CAROLINA

NORTH CAROLINA DEPARTMENT OF TRANSPORTATION