

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

C204241

CONTRACT AND  
CONTRACT BONDS

FOR CONTRACT NO. C204241

WBS 50466.3.1 NHPP-0040(033)

T.I.P NO. I-5823

COUNTY OF DAVIE

THIS IS THE ROADWAY & STRUCTURE CONTRACT

ROUTE NUMBER I 40 LENGTH 6.551 MILES

LOCATION I-40 FROM 0.3 MILES EAST OF IREDELL COUNTY LINE TO 0.5 MILES  
WEST OF US-601.

CONTRACTOR FLATIRON CONSTRUCTORS INC

ADDRESS 860 AVIATION PARKWAY

MORRISVILLE, NC 27560

BIDS OPENED JANUARY 15, 2019

CONTRACT EXECUTION 2/19/2019

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

PROPOSAL

**INCLUDES ADDENDUM No. 2 DATED 01-11-2019**  
**INCLUDES ADDENDUM No. 1 DATED 01-10-2019**

DATE AND TIME OF BID OPENING: **JANUARY 15, 2019 AT 2:00 PM**

CONTRACT ID C204241  
WBS 50466.3.1

FEDERAL-AID NO. NHPP-0040(033)

COUNTY DAVIE

T.I.P. NO. I-5823

MILES 6.551

ROUTE NO. I 40

LOCATION I-40 FROM 0.3 MILES EAST OF IREDELL COUNTY LINE TO 0.5 MILE WEST OF US-601.

TYPE OF WORK GRADING, DRAINAGE, STRUCTURES, PAVEMENT REHABILITATION & BRIDGE PRESERVATION.

**NOTICE:**

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

**BIDS WILL BE RECEIVED AS SHOWN BELOW:**

**THIS IS A ROADWAY & STRUCTURE PROPOSAL**

**5% BID BOND OR BID DEPOSIT REQUIRED**

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**PROPOSAL FOR THE CONSTRUCTION OF  
CONTRACT No. C204241 IN DAVIE COUNTY, NORTH CAROLINA**

Date \_\_\_\_\_ 20 \_\_\_\_\_

**DEPARTMENT OF TRANSPORTATION,  
RALEIGH, NORTH CAROLINA**

The Bidder has carefully examined the location of the proposed work to be known as Contract No. **C204241** has carefully examined the plans and specifications, which are acknowledged to be part of the proposal, the special provisions, the proposal, the form of contract, and the forms of contract payment bond and contract performance bond; and thoroughly understands the stipulations, requirements and provisions. The undersigned bidder agrees to bound upon his execution of the bid and subsequent award to him by the Board of Transportation in accordance with this proposal to provide the necessary contract payment bond and contract performance bond within fourteen days after the written notice of award is received by him. The undersigned Bidder further agrees to provide all necessary machinery, tools, labor, and other means of construction; and to do all the work and to furnish all materials, except as otherwise noted, necessary to perform and complete the said contract in accordance with *the 2018 Standard Specifications for Roads and Structures* by the dates(s) specified in the Project Special Provisions and in accordance with the requirements of the Engineer, and at the unit or lump sum prices, as the case may be, for the various items given on the sheets contained herein.

The Bidder shall provide and furnish all the materials, machinery, implements, appliances and tools, and perform the work and required labor to construct and complete State Highway Contract No. **C204241** in **Davie County**, for the unit or lump sum prices, as the case may be, bid by the Bidder in his bid and according to the proposal, plans, and specifications prepared by said Department, which proposal, plans, and specifications show the details covering this project, and hereby become a part of this contract.

The published volume entitled *North Carolina Department of Transportation, Raleigh, Standard Specifications for Roads and Structures, January 2018* with all amendments and supplements thereto, is by reference incorporated into and made a part of this contract; that, except as herein modified, all the construction and work included in this contract is to be done in accordance with the specifications contained in said volume, and amendments and supplements thereto, under the direction of the Engineer.

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

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

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

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



*State Contract Officer*

DocuSigned by:  
*Ronald E. Davenport, Jr.*  
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1/11/2019

**TABLE OF CONTENTS**

**COVER SHEET  
PROPOSAL SHEET**

**PROJECT SPECIAL PROVISIONS**

CONTRACT TIME AND LIQUIDATED DAMAGES: ..... G-1  
 INTERMEDIATE CONTRACT TIME NUMBER 1 AND LIQUIDATED DAMAGES: ..... G-1  
 INTERMEDIATE CONTRACT TIME NUMBER 2 AND LIQUIDATED DAMAGES: ..... G-2  
 INTERMEDIATE CONTRACT TIME NUMBER 3 AND LIQUIDATED DAMAGES: ..... G-3  
 INTERMEDIATE CONTRACT TIME NUMBER 4, BONUS CLAUSE AND LIQUIDATED DAMAGES:..... G-3  
 INTERMEDIATE CONTRACT TIME NUMBER 5, BONUS CLAUSE AND LIQUIDATED DAMAGES:..... G-4  
 PERMANENT VEGETATION ESTABLISHMENT:..... G-4  
 MAJOR CONTRACT ITEMS: ..... G-5  
 SPECIALTY ITEMS:..... G-5  
 FUEL PRICE ADJUSTMENT:..... G-5  
 SCHEDULE OF ESTIMATED COMPLETION PROGRESS:..... G-6  
 DISADVANTAGED BUSINESS ENTERPRISE: ..... G-6  
 CERTIFICATION FOR FEDERAL-AID CONTRACTS: ..... G-20  
 CONTRACTOR'S LICENSE REQUIREMENTS: ..... G-20  
 U.S. DEPARTMENT OF TRANSPORTATION HOTLINE: ..... G-21  
 CARGO PREFERENCE ACT: ..... G-21  
 SUBSURFACE INFORMATION:..... G-21  
 PORTABLE CONCRETE BARRIER - (Partial Payments for Materials):..... G-22  
 REMOVABLE PAVEMENT MARKINGS - (Partial Payments for Materials):..... G-22  
 MAINTENANCE OF THE PROJECT: ..... G-22  
 COOPERATION BETWEEN CONTRACTORS:..... G-23  
 BID DOCUMENTATION: ..... G-23  
 TWELVE MONTH GUARANTEE: ..... G-26  
 EROSION AND SEDIMENT CONTROL/STORMWATER CERTIFICATION: ..... G-27  
 PROCEDURE FOR MONITORING BORROW PIT DISCHARGE:..... G-32  
  
 ROADWAY ..... R-1

**STANDARD SPECIAL PROVISIONS**

AVAILABILITY FUNDS – TERMINATION OF CONTRACTS ..... SSP-1  
 NCDOT GENERAL SEED SPECIFICATION FOR SEED QUALITY ..... SSP-2  
 ERRATA..... SSP-5  
 PLANT AND PEST QUARANTINES ..... SSP-6  
 TITLE VI AND NONDISCRIMINATION ..... SSP-7  
 MINORITY AND FEMALE EMPLOYMENT REQUIREMENTS ..... SSP-15  
 REQUIRED CONTRACT PROVISIONS FEDERAL-AID CONST. CONTRACTS ..... SSP-18  
 ON-THE-JOB TRAINING ..... SSP-27  
 MINIMUM WAGES ..... SSP-30

**UNIT PROJECT SPECIAL PROVISIONS**

TRAFFIC CONTROL ..... TC-1  
EROSION CONTROL ..... EC-1  
STRUCTURE / CULVERTS..... ST-1  
CONCRETE SLEEPER SLAB .....SS-1

**PERMITS** .....P-1

**PROPOSAL ITEM SHEET**

ITEM SHEET(S) (TAN SHEETS)

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

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

108

SP1 G07 A

The date of availability for this contract is **February 25, 2019**, except that work in jurisdictional waters and wetlands shall not begin until a meeting between the DOT, Regulatory Agencies, and the Contractor is held as stipulated in the permits contained elsewhere in this proposal. This delay in availability has been considered in determining the contract time for this project.

The completion date for this contract is **December 28, 2022**.

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

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

**INTERMEDIATE CONTRACT TIME NUMBER 1 AND LIQUIDATED DAMAGES:**

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

108

SP1 G13 A

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

The date of availability for this intermediate contract time is **February 25, 2019**.

The completion date for this intermediate contract time is **July 1, 2022**.

The liquidated damages for this intermediate contract time are **Four Thousand Dollars (\$ 4,000.00)** per calendar day.

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

**INTERMEDIATE CONTRACT TIME NUMBER 2 AND LIQUIDATED DAMAGES:**

(2-20-07)

108

SP1 G14 A

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

**DAY AND TIME RESTRICTIONS****I-40 (including Any Ramp)****12:00 P.M. (Noon) Friday to 12:00 A.M. (Midnight) Monday (Phase VI Only)****US-64 (at Exit #168)****Monday thru Sunday, 6:00 A.M. to 6:00 P.M.**

In addition, the Contractor shall not close or narrow a lane of traffic on **I-40 (including Any Ramp) and US-64 (at Exit #168)**, detain and/or alter the traffic flow on or during holidays, holiday weekends, special events, or any other time when traffic is unusually heavy, including the following schedules:

**HOLIDAY AND HOLIDAY WEEKEND LANE CLOSURE RESTRICTIONS**

1. For **unexpected occurrence** that creates unusually high traffic volumes, as directed by the Engineer.
2. For **New Year's Day**, between the hours of **12:00 P.M.** December 30<sup>th</sup> and **12:00 A.M.** January 3<sup>rd</sup>. If New Year's Day is on a Friday, Saturday, Sunday or Monday, then until **12:00 A.M.** the following Wednesday.
3. For **Easter**, between the hours of **12:00 P.M.** Thursday and **12:00 A.M.** Tuesday.
4. For **Memorial Day**, between the hours of **12:00 P.M.** Friday and **12:00 A.M.** Wednesday.
5. For **Independence Day**, between the hours of **12:00 P.M.** the day before Independence Day and **12:00 A.M.** two (2) days after Independence Day.  
  
If **Independence Day** is on a Friday, Saturday, Sunday or Monday, then between the hours of **12:00 P.M.** the Thursday before Independence Day and **12:00 A.M.** the Wednesday after Independence Day.
6. For **Labor Day**, between the hours of **12:00 P.M.** Friday and **12:00 A.M.** Wednesday.
7. For **Thanksgiving**, between the hours of **12:00 P.M.** Tuesday and **12:00 A.M.** the following Tuesday.
8. For **Christmas**, between the hours of **12:00 P.M.** the Friday before the week of Christmas Day and **12:00 A.M.** the following Wednesday after the week of Christmas Day.

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

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

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

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

**INTERMEDIATE CONTRACT TIME NUMBER 3 AND LIQUIDATED DAMAGES:**

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

108

SP1 G14 H

The Contractor shall complete the work required of **Phase II, Steps #4 thru #8** as shown on Sheets **TMP-3 & TMP-3A** and shall place and maintain traffic on same.

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

The completion date for this intermediate contract time is the date which is **sixty (60)** consecutive calendar days after and including the date the Contractor begins this work.

The liquidated damages are **Ten Thousand Dollars (\$ 10,000.00)** per calendar day.

**INTERMEDIATE CONTRACT TIME NUMBER 4, BONUS CLAUSE AND LIQUIDATED DAMAGES:**

(6-18-13)

108

SP1 G14 L

The Contractor shall complete the work required of **Phase III, Steps #1 thru #4** as shown on Sheet **TMP-3A**, shall return traffic to the existing multi-lane traffic pattern utilizing both the existing eastbound bridge and the new westbound bridge, and shall place and maintain traffic on same.

The date of availability for this intermediate contract time is the **February 15, 2020**.

The completion date for this intermediate contract time is **November 15, 2020**.

The Department desires that this intermediate contract work be completed by this date and that the Contractor pursue the work with such labor, equipment and materials as necessary to ensure that the intermediate date will be met without regard to time extensions and time reliefs provided for in the Specifications. Therefore, as full compensation for all extra costs involved, the Department agrees to pay as a bonus, the sum of **Three Hundred Thousand Dollars (\$ 300,000.00)** to the Contractor for satisfactorily completing this intermediate contract work on or prior to **November 15, 2020**. Should the Contractor fail to complete this intermediate contract work by this date, then normal time extension and time reliefs provided in the Specifications will apply and no bonus will be allowed.

The liquidated damages are **Five Thousand Dollars (\$ 5,000.00)** per calendar day.



**INTERMEDIATE CONTRACT TIME NUMBER 5, BONUS CLAUSE AND LIQUIDATED DAMAGES:**

(6-18-13)

108

SP1 G14 L

The Contractor shall complete the work required of **Phase III, Steps #5 thru #8** as shown on Sheet **TMP-3A, shall return traffic to the existing multi-lane traffic pattern utilizing both new eastbound and westbound bridges**, and shall place and maintain traffic on same.

The date of availability for this intermediate contract time is the **February 15, 2021**.

The completion date for this intermediate contract time is **November 15, 2021**.

The Department desires that this intermediate contract work be completed by this date and that the Contractor pursue the work with such labor, equipment and materials as necessary to ensure that the intermediate date will be met without regard to time extensions and time reliefs provided for in the Specifications. Therefore, as full compensation for all extra costs involved, the Department agrees to pay as a bonus, the sum of **Three Hundred Thousand Dollars (\$ 300,000.00)** to the Contractor for satisfactorily completing this intermediate contract work on or prior to **November 15, 2021**. Should the Contractor fail to complete this intermediate contract work by this date, then normal time extension and time reliefs provided in the Specifications will apply and no bonus will be allowed.

The liquidated damages are **Five Thousand Dollars (\$ 5,000.00)** per calendar day.

**PERMANENT VEGETATION ESTABLISHMENT:**

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

104

SP1 G16

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

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

Payment for *Response for Erosion Control, Seeding and Mulching, Repair Seeding, Supplemental Seeding, Mowing, Fertilizer Topdressing, Silt Excavation, and Stone for Erosion Control* will be made at contract unit prices for the affected items. Work required that is not represented by contract line items will be paid in accordance with Articles 104-7 or 104-3 of the *2018 Standard Specifications*. No additional compensation will be made for maintenance and removal of temporary erosion control items.

**MAJOR CONTRACT ITEMS:**

(2-19-02)

104

SP1 G28

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

<b>Line #</b>	<b>Description</b>
33 —	Asphalt Concrete Base Course, Type B25.0 C
34 —	Asphalt Concrete Intermediate Course, Type I19.0 C
36 —	Asphalt Concrete Surface Course, Type S9.5 D

**SPECIALTY ITEMS:**

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

108-6

SP1 G37

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

<b>Line #</b>	<b>Description</b>
57 - 70, 74	Guardrail
71 - 73	Fencing
101, 103 - 105	Long-Life Pavement Markings
110 - 111	Permanent Pavement Markers
112 - 136	Erosion Control
142 - 147	Drilled Piers

**FUEL PRICE ADJUSTMENT:**

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

109-8

SP1 G43

Revise the *2018 Standard Specifications* as follows:

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

The base index price for DIESEL #2 FUEL is \$ **2.0412** per gallon. Where any of the following are included as pay items in the contract, they will be eligible for fuel price adjustment.

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

<b>Description</b>	<b>Units</b>	<b>Fuel Usage Factor Diesel</b>
Unclassified Excavation	Gal/CY	0.29
Borrow Excavation	Gal/CY	0.29
Class IV Subgrade Stabilization	Gal/Ton	0.55
Aggregate Base Course	Gal/Ton	0.55

Sub-Ballast	Gal/Ton	0.55
Asphalt Concrete Base Course, Type _____	Gal/Ton	2.90
Asphalt Concrete Intermediate Course, Type _____	Gal/Ton	2.90
Asphalt Concrete Surface Course, Type _____	Gal/Ton	2.90
Open-Graded Asphalt Friction Course	Gal/Ton	2.90
Permeable Asphalt Drainage Course, Type _____	Gal/Ton	2.90
Sand Asphalt Surface Course, Type _____	Gal/Ton	2.90
Aggregate for Cement Treated Base Course	Gal/Ton	0.55
Portland Cement for Cement Treated Base Course	Gal/Ton	0.55
___" Portland Cement Concrete Pavement	Gal/SY	0.245
Concrete Shoulders Adjacent to ___" Pavement	Gal/SY	0.245

**SCHEDULE OF ESTIMATED COMPLETION PROGRESS:**

(7-15-08) (Rev. 6-19-18)

108-2

SP1 G58

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

	<b><u>Fiscal Year</u></b>	<b><u>Progress (% of Dollar Value)</u></b>
2019	(7/01/18 - 6/30/19)	<b>15%</b> of Total Amount Bid
2020	(7/01/19 - 6/30/20)	<b>39%</b> of Total Amount Bid
2021	(7/01/20 - 6/30/21)	<b>28%</b> of Total Amount Bid
2022	(7/01/21 - 6/30/22)	<b>18%</b> of Total Amount Bid

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

**DISADVANTAGED BUSINESS ENTERPRISE:**

(10-16-07)(Rev. 1-15-19)

102-15(J)

SP1 G61

**Description**

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

**Definitions**

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

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

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

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

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

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

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

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

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

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

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

### **Forms and Websites Referenced in this Provision**

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

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

RF-1 *DBE Replacement Request Form* - Form for replacing a committed DBE.

<http://connect.ncdot.gov/projects/construction/Construction%20Forms/DBE%20MBE%20WBE%20Replacement%20Request%20Form.pdf>

SAF *Subcontract Approval Form* - Form required for approval to sublet the contract.

<http://connect.ncdot.gov/projects/construction/Construction%20Forms/Subcontract%20Approval%20Form%20Rev.%202012.zip>

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

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

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

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

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

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

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

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

## **DBE Goal**

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

Disadvantaged Business Enterprises **9.0** %

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

**Directory of Transportation Firms (Directory)**

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

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

**Listing of DBE Subcontractors**

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

**(A) Electronic Bids**

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

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

**(B) Paper Bids**

- (1) *If the DBE goal is more than zero,*
  - (a) Bidders, at the time the bid proposal is submitted, shall submit a listing of DBE participation, including the names and addresses on *Listing of DBE Subcontractors* contained elsewhere in the contract documents in order for the bid to be considered responsive. Bidders shall indicate the total dollar value of the DBE participation for the contract.

- (b) If bidders have no DBE participation, they shall indicate this on the *Listing of DBE Subcontractors* by entering the word “None” or the number “0.” This form shall be completed in its entirety. **Blank forms will not be deemed to represent zero participation.** Bids submitted that do not have DBE participation indicated on the appropriate form will not be read publicly during the opening of bids. The Department will not consider these bids for award and the proposal will be rejected.
  - (c) The bidder shall be responsible for ensuring that the DBE is certified at the time of bid by checking the Directory of Transportation Firms. If the firm is not certified at the time of the bid-letting, that DBE’s participation will not count towards achieving the corresponding goal.
- (2) *If the DBE goal is zero*, entries on the *Listing of DBE Subcontractors* are not required for the zero goal, however any DBE participation that is achieved during the project shall be reported in accordance with requirements contained elsewhere in the special provision.

### **DBE Prime Contractor**

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

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

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

### **Written Documentation – Letter of Intent**

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

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

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

### **Submission of Good Faith Effort**

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

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

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

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

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

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

- (A) Soliciting through all reasonable and available means (e.g. attendance at pre-bid meetings, advertising, written notices, use of verifiable electronic means through the use of the NCDOT Directory of Transportation Firms) the interest of all certified DBEs who have the capability to perform the work of the contract. The bidder must solicit this interest within at least 10 days prior to bid opening to allow the DBEs to respond to the solicitation. Solicitation shall provide the opportunity to DBEs within the Division and surrounding



Divisions where the project is located. The bidder must determine with certainty if the DBEs are interested by taking appropriate steps to follow up initial solicitations.

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

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

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

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

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

### **Non-Good Faith Appeal**

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

**Counting DBE Participation Toward Meeting DBE Goal****(A) Participation**

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

**(B) Joint Checks**

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

**(C) Subcontracts (Non-Trucking)**

A DBE may enter into subcontracts. Work that a DBE subcontracts to another DBE firm may be counted toward the contract goal requirement. Work that a DBE subcontracts to a non-DBE firm does not count toward the contract goal requirement. If a DBE contractor or subcontractor subcontracts a significantly greater portion of the work of the contract than would be expected on the basis of standard industry practices, it shall be presumed that the DBE is not performing a commercially useful function. The DBE may present evidence to rebut this presumption to the Department. The Department's decision on the rebuttal of this presumption is subject to review by the Federal Highway Administration but is not administratively appealable to USDOT.

**(D) Joint Venture**

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

**(E) Suppliers**

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

**(F) Manufacturers and Regular Dealers**

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

- (1) The fees or commissions charged by a DBE firm for providing a *bona fide* service, such as professional, technical, consultant, or managerial services, or for providing

bonds or insurance specifically required for the performance of a DOT-assisted contract, provided the fees or commissions are determined to be reasonable and not excessive as compared with fees and commissions customarily allowed for similar services.

- (2) With respect to materials or supplies purchased from a DBE, which is neither a manufacturer nor a regular dealer, count the entire amount of fees or commissions charged for assistance in the procurement of the materials and supplies, or fees or transportation charges for the delivery of materials or supplies required on a job site (but not the cost of the materials and supplies themselves), provided the fees are determined to be reasonable and not excessive as compared with fees customarily allowed for similar services.

### **Commercially Useful Function**

#### **(A) DBE Utilization**

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

#### **(B) DBE Utilization in Trucking**

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

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

another DBE receives credit for the total value of the transportation services the subcontracted DBE provides on the contract.

- (5) The DBE may also subcontract the work to a non-DBE firm, including from an owner-operator. The DBE who subcontracts the work to a non-DBE is entitled to credit for the total value of transportation services provided by the non-DBE subcontractor not to exceed the value of transportation services provided by DBE-owned trucks on the contract. Additional participation by non-DBE subcontractors receives credit only for the fee or commission it receives as a result of the subcontract arrangement. The value of services performed under subcontract agreements between the DBE and the Contractor will not count towards the DBE contract requirement.
- (6) A DBE may lease truck(s) from an established equipment leasing business open to the general public. The lease must indicate that the DBE has exclusive use of and control over the truck. This requirement does not preclude the leased truck from working for others during the term of the lease with the consent of the DBE, so long as the lease gives the DBE absolute priority for use of the leased truck. This type of lease may count toward the DBE's credit as long as the driver is under the DBE's payroll.
- (7) Subcontracted/leased trucks shall display clearly on the dashboard the name of the DBE that they are subcontracted/leased to and their own company name if it is not identified on the truck itself. Magnetic door signs are not permitted.

### **DBE Replacement**

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

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

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

- (a) The listed DBE subcontractor fails or refuses to execute a written contract;

- (b) The listed DBE subcontractor fails or refuses to perform the work of its subcontract in a way consistent with normal industry standards. Provided, however, that good cause does not exist if the failure or refusal of the DBE subcontractor to perform its work on the subcontract results from the bad faith or discriminatory action of the prime contractor;
- (c) The listed DBE subcontractor fails or refuses to meet the prime contractor's reasonable, nondiscriminatory bond requirements;
- (d) The listed DBE subcontractor becomes bankrupt, insolvent, or exhibits credit unworthiness;
- (e) The listed DBE subcontractor is ineligible to work on public works projects because of suspension and debarment proceedings pursuant to 2 CFR Parts 180, 215 and 1,200 or applicable state law;
- (f) The listed DBE subcontractor is not a responsible contractor;
- (g) The listed DBE voluntarily withdraws from the project and provides written notice of withdrawal;
- (h) The listed DBE is ineligible to receive DBE credit for the type of work required;
- (i) A DBE owner dies or becomes disabled with the result that the listed DBE contractor is unable to complete its work on the contract;
- (j) Other documented good cause that compels the termination of the DBE subcontractor. Provided, that good cause does not exist if the prime contractor seeks to terminate a DBE it relied upon to obtain the contract so that the prime contractor can self-perform the work for which the DBE contractor was engaged or so that the prime contractor can substitute another DBE or non-DBE contractor after contract award.

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

(A) Performance Related Replacement

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

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

- (1) Copies of written notification to DBEs that their interest is solicited in contracting the work defaulted by the previous DBE or in subcontracting other items of work in the contract.
- (2) Efforts to negotiate with DBEs for specific subbids including, at a minimum:
  - (a) The names, addresses, and telephone numbers of DBEs who were contacted.
  - (b) A description of the information provided to DBEs regarding the plans and specifications for portions of the work to be performed.

- (3) A list of reasons why DBE quotes were not accepted.
  - (4) Efforts made to assist the DBEs contacted, if needed, in obtaining bonding or insurance required by the Contractor.
- (B) Decertification Replacement
- (1) When a committed DBE is decertified by the Department after the SAF (*Subcontract Approval Form*) has been received by the Department, the Department will not require the Contractor to solicit replacement DBE participation equal to the remaining work to be performed by the decertified firm. The participation equal to the remaining work performed by the decertified firm will count toward the contract goal requirement.
  - (2) When a committed DBE is decertified prior to the Department receiving the SAF (*Subcontract Approval Form*) for the named DBE firm, the Contractor shall take all necessary and reasonable steps to replace the DBE subcontractor with another DBE subcontractor to perform at least the same amount of work to meet the DBE goal requirement. If a DBE firm is not found to do the same amount of work, a good faith effort must be submitted to NCDOT (see A herein for required documentation).

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

### **Changes in the Work**

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

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

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

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

**Reports and Documentation**

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

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

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

**Reporting Disadvantaged Business Enterprise Participation**

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

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

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

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

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

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



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

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

### **Failure to Meet Contract Requirements**

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

### **CERTIFICATION FOR FEDERAL-AID CONTRACTS:**

(3-21-90)

SP1 G85

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

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

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

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

### **CONTRACTOR'S LICENSE REQUIREMENTS:**

(7-1-95)

102-14

SP1 G88

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

**U.S. DEPARTMENT OF TRANSPORTATION HOTLINE:**

(11-22-94)

108-5

SP1 G100

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

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

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

**CARGO PREFERENCE ACT:**

(2-16-16)

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

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

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

(2) To furnish within 20 days following the date of loading for shipments originating within the United States or within 30 working days following the date of loading for shipments originating outside the United States a legible copy of a rated, 'on-board' commercial ocean bill-of-lading in English for each shipment of cargo described in paragraph (b) (1) of this section to both the Contracting Officer (through the prime contractor in the case of subcontractor bills-of-lading) and to the Division of National Cargo, Office of Market Development, Maritime Administration, Washington, DC 20590.

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

**SUBSURFACE INFORMATION:**

(7-1-95)

450

SP1 G112 C

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

**PORTABLE CONCRETE BARRIER - (Partial Payments for Materials):**

(7-1-95) (Rev. 8-16-11)

1170-4

SPI G121

When so authorized by the Engineer, partial materials payments will be made up to 95 percent of the delivered cost of portable concrete barrier, provided that these materials have been delivered on the project and stored in an acceptable manner, and further provided the documents listed in Subarticle 109-5(C) of the *2018 Standard Specifications* have been furnished to the Engineer.

The provisions of Subarticle 109-5(B) of the *2018 Standard Specifications* will apply to the portable concrete barrier.

**REMOVABLE PAVEMENT MARKINGS - (Partial Payments for Materials):**

(7-1-95) (Rev. 8-16-11)

1205-10

SPI G124

When so authorized by the Engineer, partial materials payments will be made up to 95 percent of the delivered cost of pavement marking tape, provided that these materials have been delivered on or in the vicinity of the project, stored in an acceptable manner, not to exceed the shelf life recommended by the manufacturer, and further provided the documents listed in Subarticle 109-5(C) of the *2018 Standard Specifications* have been furnished to the Engineer.

The Contractor shall be responsible for the material and the satisfactory performance of the material when used in the work.

The provisions of Article 109-6 of the *2018 Standard Specifications* will not apply to removable pavement marking materials.

**MAINTENANCE OF THE PROJECT:**

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

104-10

SPI G125

Revise the *2018 Standard Specifications* as follows:

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

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

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

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

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

The Contractor will not be directly compensated for any maintenance operations necessary, except for maintenance of guardrail/guiderail, as this work will be considered incidental to the work

covered by the various contract items. The provisions of Article 104-7, Extra Work, and Article 104-8, Compensation and Record Keeping will apply to authorized maintenance of guardrail/guiderail. Performance of weekly inspections of guardrail/guiderail, and the damage reports required as described above, will be considered to be an incidental part of the work being paid for by the various contract items.

**COOPERATION BETWEEN CONTRACTORS:**

(7-1-95)

105-7

SP1 G133

The Contractor's attention is directed to Article 105-7 of the *2018 Standard Specifications*.

I-5805 (Iredell County) is located adjacent to this project and is anticipated for a June 18, 2019 Letting.

The Contractor on this project shall cooperate with the Contractor working within or adjacent to the limits of this project to the extent that the work can be carried out to the best advantage of all concerned.

**BID DOCUMENTATION:**

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

103

SP1 G142

**General**

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

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

**Terms**

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

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

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

### **Escrow Agreement Information**

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

### **Failure to Provide Bid Documentation**

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

### **Submittal of Bid Documentation**

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

### **Affidavit**

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

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

### **Verification**

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

### **Confidentiality of Bid Documentation**

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

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

### **Duration and Use**

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

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

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

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

### **Release of Bid Documentation to the Contractor**

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

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

### **Payment**

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

### **TWELVE MONTH GUARANTEE:**

(7-15-03)

108

SP1 G145

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

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

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

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

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

### **EROSION AND SEDIMENT CONTROL/STORMWATER CERTIFICATION:**

(1-16-07) (Rev 11-22-16)

105-16, 225-2, 16

SP1 G180

#### **General**

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

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

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

#### **Roles and Responsibilities**

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



- (1) Manage Operations - Coordinate and schedule the work of subcontractors so that erosion and sediment control/stormwater measures are fully executed for each operation and in a timely manner over the duration of the contract.
  - (a) Oversee the work of subcontractors so that appropriate erosion and sediment control/stormwater preventive measures are conformed to at each stage of the work.
  - (b) Prepare the required National Pollutant Discharge Elimination System (NPDES) Inspection Record and submit to the Engineer.
  - (c) Attend all weekly or monthly construction meetings to discuss the findings of the NPDES inspection and other related issues.
  - (d) Implement the erosion and sediment control/stormwater site plans requested.
  - (e) Provide any needed erosion and sediment control/stormwater practices for the Contractor's temporary work not shown on the plans, such as, but not limited to work platforms, temporary construction, pumping operations, plant and storage yards, and cofferdams.
  - (f) Acquire applicable permits and comply with requirements for borrow pits, dewatering, and any temporary work conducted by the Contractor in jurisdictional areas.
  - (g) Conduct all erosion and sediment control/stormwater work in a timely and workmanlike manner.
  - (h) Fully perform and install erosion and sediment control/stormwater work prior to any suspension of the work.
  - (i) Coordinate with Department, Federal, State and Local Regulatory agencies on resolution of erosion and sediment control/stormwater issues due to the Contractor's operations.
  - (j) Ensure that proper cleanup occurs from vehicle tracking on paved surfaces or any location where sediment leaves the Right-of-Way.
  - (k) Have available a set of erosion and sediment control/stormwater plans that are initialed and include the installation date of Best Management Practices. These practices shall include temporary and permanent groundcover and be properly updated to reflect necessary plan and field changes for use and review by Department personnel as well as regulatory agencies.
  
- (2) Requirements set forth under the NPDES Permit - The Department's NPDES Stormwater permit (NCS000250) outlines certain objectives and management measures pertaining to construction activities. The permit references *NCG010000, General Permit to Discharge Stormwater* under the NPDES, and states that the Department shall incorporate the applicable requirements into its delegated Erosion and Sediment Control Program for construction activities disturbing one or more acres of land. The Department further incorporates these requirements on all contracted bridge and culvert work at jurisdictional waters, regardless of size. Some of the requirements are, but are not limited to:
  - (a) Control project site waste to prevent contamination of surface or ground waters of the state, i.e. from equipment operation/maintenance, construction

- materials, concrete washout, chemicals, litter, fuels, lubricants, coolants, hydraulic fluids, any other petroleum products, and sanitary waste.
- (b) Inspect erosion and sediment control/stormwater devices and stormwater discharge outfalls at least once every 7 calendar days and within 24 hours after a rainfall event of 0.5 inch that occurs within a 24 hour period. Additional monitoring may be required at the discretion of Division of Water Resources personnel if the receiving stream is 303(d) listed for turbidity and the project has had documented problems managing turbidity.
  - (c) Maintain an onsite rain gauge or use the Department's Multi-Sensor Precipitation Estimate website to maintain a daily record of rainfall amounts and dates.
  - (d) Maintain erosion and sediment control/stormwater inspection records for review by Department and Regulatory personnel upon request.
  - (e) Implement approved reclamation plans on all borrow pits, waste sites and staging areas.
  - (f) Maintain a log of turbidity test results as outlined in the Department's Procedure for Monitoring Borrow Pit Discharge.
  - (g) Provide secondary containment for bulk storage of liquid materials.
  - (h) Provide training for employees concerning general erosion and sediment control/stormwater awareness, the Department's NPDES Stormwater Permit NCS000250 requirements, and the applicable requirements of the *General Permit, NCG010000*.
  - (i) Report violations of the NPDES permit to the Engineer immediately who will notify the Division of Water Quality Regional Office within 24 hours of becoming aware of the violation.
- (3) Quality Control Program - Maintain a quality control program to control erosion, prevent sedimentation and follow provisions/conditions of permits. The quality control program shall:
- (a) Follow permit requirements related to the Contractor and subcontractors' construction activities.
  - (b) Ensure that all operators and subcontractors on site have the proper erosion and sediment control/stormwater certification.
  - (c) Notify the Engineer when the required certified erosion and sediment control/stormwater personnel are not available on the job site when needed.
  - (d) Conduct the inspections required by the NPDES permit.
  - (e) Take corrective actions in the proper timeframe as required by the NPDES permit for problem areas identified during the NPDES inspections.
  - (f) Incorporate erosion control into the work in a timely manner and stabilize disturbed areas with mulch/seed or vegetative cover on a section-by-section basis.
  - (g) Use flocculants approved by state regulatory authorities where appropriate and where required for turbidity and sedimentation reduction.
  - (h) Ensure proper installation and maintenance of temporary erosion and sediment control devices.
  - (i) Remove temporary erosion or sediment control devices when they are no longer necessary as agreed upon by the Engineer.

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

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

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

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

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

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

**Preconstruction Meeting**

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

**Ethical Responsibility**

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

**Revocation or Suspension of Certification**

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

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

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

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

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

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

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

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

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

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

### **Measurement and Payment**

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

### **PROCEDURE FOR MONITORING BORROW PIT DISCHARGE:**

(2-20-07) (Rev. 3-19-13)

105-16, 230, 801

SP1 G181

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

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

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

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

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

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

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

The Contractor shall use the *NCDOT Turbidity Reduction Options for Borrow Pits Matrix*, available at:

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

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

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

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

(4-6-06) (Rev.8-18-15)

200

SP2 R02B

Perform clearing on this project to the limits established by Method "III" shown on Standard Drawing No. 200.03 of the *2018 Roadway Standard Drawings*. Conventional clearing methods may be used except where permit drawings or conditions have been included in the proposal which require certain areas to be cleared by hand methods.

**TEMPORARY CROSSOVERS AND TEMPORARY RAMPS:**

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

1101

SP2 R30B(Rev)

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

After the crossovers and ramps have served their purpose, remove the portions deemed unsuitable for use as a permanent part of the project as directed by the Engineer. Place pavement and earth material removed from the crossovers and ramps in embankments or dispose of in waste areas furnished by the Contractor.

Earth material that is removed will be measured and will be paid at the contract unit price per cubic yard for *Unclassified Excavation*. Pavement that is removed will be measured and will be paid at the contract unit price per square yard for *Removal of Existing \_\_\_\_\_ Pavement*. Pipe culverts removed from the crossovers and ramps remain the property of the Contractor. Pipe culverts that are removed will be measured and will be paid at the contract unit price per linear foot for *Pipe Removal*. Payment for the construction of the crossovers and ramps will be made at the contract unit prices for the various items involved.

Such prices and payments will be full compensation for constructing the crossovers and ramps and for the work of removing pipe culverts; and for placing earth material and pavement in embankments or disposing of earth material and pavement in waste areas.

**SHOULDER AND FILL SLOPE MATERIAL:**

(5-21-02)

235, 560

SP2 R45 B

**Description**

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

**Measurement and Payment**

When the Contractor elects to obtain material from an area located beneath a proposed fill sections which does not require excavation for any reason other than to generate acceptable shoulder and fill slope material, the work of performing the excavation will be considered incidental to the item of *Borrow Excavation* or *Shoulder Borrow*. If there is no pay item for *Borrow* or *Shoulder Borrow* in the contract, this work will be considered incidental to *Unclassified Excavation*. Stockpile the

excavated material in a manner to facilitate measurement by the Engineer. Fill the void created by the excavation of the shoulder and fill slope material with suitable material. Payment for material used from the stockpile will be made at the contract unit price for *Borrow Excavation* or *Shoulder Borrow*. If there is no pay item for *Borrow Excavation* or *Shoulder Borrow*, then the material will be paid for at the contract unit price for *Unclassified Excavation*. The material used to fill the void created by the excavation of the shoulder and fill slope material will be made at the contract unit price for *Unclassified Excavation*, *Borrow Excavation*, or *Shoulder Borrow*, depending on the source of the material.

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

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

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

### **MANUFACTURED QUARRY FINES IN EMBANKMENTS:**

(01-17-17)

235

SP02 R72

#### **Description**

This specification addresses the use of manufactured quarry fines that are not classified as select materials. The specification allows the Contractor an option, with the approval of the Engineer, to use manufactured quarry fines (MQFs) in embankments as a substitute for conventional borrow material. Furnish and place geotextile for pavement stabilization in accordance with the Geotextile for Pavement Stabilization special provision and detail. Geotextile for pavement stabilization is required to prevent pavement cracking and provide separation between the subgrade and pavement section at embankment locations where manufactured quarry fines are utilized and as directed by the Engineer.

#### **Materials**

Manufactured Quarry Fines.

Site specific approval of MQFs material will be required prior to beginning construction as detailed in the preconstruction requirements of this provision.

The following MQFs are unacceptable:

- (A) Frozen material,
- (B) Material with a maximum dry unit weight of less than 90 pounds per cubic foot when tested in accordance with AASHTO T-99 Method A or C.
- (C) Material with greater than 80% by weight Passing the #200 sieve



Collect and transport MQFs in a manner that will prevent nuisances and hazards to public health and safety. Moisture condition the MQFs as needed and transport in covered trucks to prevent dusting. If MQFs are blended with natural earth material, follow Borrow Criteria in Section 1018 of the *Standard Specifications*.

### **Geotextiles**

Areas of embankment where MQFs are incorporated, Geotextile for Pavement Stabilization shall be used. If the Geotextile for Pavement Stabilization special provision is not included elsewhere in this contract, then it along with a detail will be incorporated as part of the contractors request to use. Notification of subgrade elevation, sampling and waiting period as required in the Construction Methods section of the Geotextile for Pavement Stabilization special provision are not required.

### **Preconstruction Requirements**

When MQFs are to be used as a substitute for earth borrow material, request written approval from the Engineer at least ninety (90) days in advance of the intent to use MQFs and include the following details:

- (A) Description, purpose and location of project.
- (B) Estimated start and completion dates of project.
- (C) Estimated volume of MQFs to be used on project with specific locations and construction details of the placement.
- (D) The names, address, and contact information for the generator of the MQFs.
- (E) Physical location of the site at which the MQFs were generated.

The Engineer will forward this information to the State Materials Engineer for review and material approval.

### **Construction Methods**

Place MQFs in the core of the embankment section with at least 4 feet of earth cover to the outside limits of the embankments or subgrade.

Construct embankments by placing MQFs in level uniform lifts with no more than a lift of 10 inches and compacted to at least a density of 95 percent as determined by test methods in AASHTO T-99, Determination of Maximum Dry Density and Optimum Moisture Content, Method A or C depending upon particle size of the product. Provide a moisture content at the time of compaction of within 4 percent of optimum but not greater than one percent above optimum as determined by AASHTO T-99, Method A or C.

Areas of embankment where MQFs are incorporated, Geotextile for Pavement Stabilization shall be used. See Geotextile for Pavement Stabilization special provision for geotextile type and construction method.

### **Measurement and Payment**

*Borrow Excavation* will be measured by truck volume and paid in cubic yards in accordance with Article 230-5 of the *2018 Standard Specifications*. As an alternate weigh tickets can be provided and payment made by converting weight to cubic yards based on the verifiable unit weight.

Where the pay item of *Geotextile for Pavement Stabilization* is included in the original contract

the material will be measured and paid in square yards (see Geotextile for Pavement Stabilization special provision). Where the pay item of *Geotextile for Pavement Stabilization* is not included in the original contract then no payment will be made for this item and will be considered incidental to the use of MQFs in embankment.

### **BRIDGE APPROACH FILLS:**

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

422

SP4 R02A

#### **Description**

Bridge approach fills consist of backfilling behind bridge end bents with select material or aggregate to support all or portions of bridge approach slabs. Install drains to drain water from bridge approach fills and geotextiles to separate approach fills from embankment fills, ABC and natural ground as required. For bridge approach fills behind end bents with mechanically stabilized earth (MSE) abutment walls, reinforce bridge approach fills with MSE wall reinforcement connected to end bent caps. Construct bridge approach fills in accordance with the contract, accepted submittals and 2018 Roadway Standard Drawing Nos. 422.01 or 422.02 or Roadway Detail Drawing No. 422D10.

Define bridge approach fill types as follows:

*Approach Fills* – Bridge approach fills in accordance with 2018 Roadway Standard Drawing Nos. 422.01 or 422.02 or Roadway Detail Drawing No. 422D10;

*Standard Approach Fill* – Type I Standard Bridge Approach Fill in accordance with 2018 Roadway Standard Drawing No. 422.01;

*Modified Approach Fill* – Type II Modified Bridge Approach Fill in accordance with 2018 Roadway Standard Drawing No. 422.02 and

*Reinforced Approach Fill* – Type III Reinforced Bridge Approach Fill in accordance with Roadway Detail Drawing No. 422D10.

#### **Materials**

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

<b>Item</b>	<b>Section</b>
Geotextiles, Type 1	1056
Portland Cement Concrete	1000
Select Materials	1016
Subsurface Drainage Materials	1044

Provide Type 1 geotextile for separation geotextiles and Class B concrete for outlet pads. Use Class V or Class VI select material for standard and modified approach fills. For an approach fill behind a bridge end bent with an MSE abutment wall, backfill the reinforced approach fill with the same aggregate type approved for the reinforced zone in the accepted MSE wall submittal. For MSE wall aggregate, reinforcement and connector materials, see the *Mechanically Stabilized Earth Retaining Walls* provision. Provide PVC pipes, fittings and outlet pipes for subsurface drainage materials. For PVC drain pipes, use pipes with perforations that meet AASHTO M 278.

## Construction Methods

Excavate as necessary for approach fills in accordance with the contract. Notify the Engineer when foundation excavation is complete. Do not place separation geotextiles or aggregate until approach fill dimensions and foundation material are approved.

For reinforced approach fills, cast MSE wall reinforcement or connectors into end bent cap backwalls within 3" of locations shown in the accepted MSE wall submittals. Install MSE wall reinforcement with the orientation, dimensions and number of layers shown in the accepted MSE wall submittals. If a reinforced approach fill is designed with geogrid reinforcement embedded in an end bent cap, cut geogrids to the required lengths and after securing ends of geogrids in place, reroll and rewrap portions of geogrids not embedded in the cap to protect geogrids from damage. Before placing aggregate, pull geosynthetic reinforcement taut so that it is in tension and free of kinks, folds, wrinkles or creases.

Attach separation geotextiles to end bent cap backwalls and wing walls with adhesives, tapes or other approved methods. Overlap adjacent separation geotextiles at least 18" with seams oriented parallel to the roadway centerline. Hold geotextiles in place with wire staples or anchor pins as needed. Contact the Engineer when existing or future obstructions such as foundations, pavements, pipes, inlets or utilities will interfere with separation geotextiles or MSE wall reinforcement.

Install continuous perforated PVC drain pipes with perforations pointing down in accordance with 2018 Roadway Standard Drawing Nos. 422.01 or 422.02. Connect drain pipes to outlet pipes just beyond wing walls. Connect PVC pipes, fittings and outlet pipes with solvent cement in accordance with Article 815-3 of the *2018 Standard Specifications* and place outlet pads in accordance with 2018 Roadway Standard Drawing No. 815.03.

Install drain pipes so water drains towards outlets. If the groundwater elevation is above drain pipe elevations, raise drains up to maintain positive drainage towards outlets. Place pipe sleeves in or under wing walls so water drains towards outlets. Use sleeves that can withstand wing wall loads.

Place select material or aggregate in 8" to 10" thick lifts. Compact fine aggregate for reinforced approach fills in accordance with Subarticle 235-3(C) of the *2018 Standard Specifications* except compact fine aggregate to a density of at least 98%. Compact select material for standard or modified approach fills and coarse aggregate for reinforced approach fills with a vibratory compactor to the satisfaction of the Engineer. Do not displace or damage geosynthetics, MSE wall reinforcement or drains when placing and compacting select material or aggregate. End dumping directly on geosynthetics is not permitted. Do not operate heavy equipment on geosynthetics or drain pipes until they are covered with at least 8" of select material or aggregate. Replace any damaged geosynthetics or drains to the satisfaction of the Engineer. When approach fills extend beyond bridge approach slabs, wrap separation geotextiles over select material or aggregate as shown in 2018 Roadway Standard Drawing No. 422.01 or 2018 Roadway Detail Drawing No. 422D10.

**Measurement and Payment**

*Type I Standard Approach Fill, Station \_\_\_\_\_, Type II Modified Approach Fill, Station \_\_\_\_\_ and Type III Reinforced Approach Fill, Station \_\_\_\_\_* will be paid at the contract lump sum price. The lump sum price for each approach fill will be full compensation for providing labor, tools, equipment and approach fill materials, excavating, backfilling, hauling and removing excavated materials, installing geotextiles and drains, compacting backfill and supplying select material, aggregate, separation geotextiles, drain pipes, pipe sleeves, outlet pipes and pads and any incidentals necessary to construct approach fills behind bridge end bents.

The contract lump sum price for *Type III Reinforced Approach Fill, Station \_\_\_\_\_* will also be full compensation for supplying and connecting MSE wall reinforcement to end bent caps but not designing MSE wall reinforcement and connectors. The cost of designing reinforcement and connectors for reinforced approach fills behind bridge end bents with MSE abutment walls will be incidental to the contract unit price for *MSE Retaining Wall No. \_\_\_\_*.

Payment will be made under:

<b>Pay Item</b>	<b>Pay Unit</b>
Type I Standard Approach Fill, Station _____	Lump Sum
Type II Modified Approach Fill, Station _____	Lump Sum
Type III Reinforced Approach Fill, Station _____	Lump Sum

**ALTERNATE BRIDGE APPROACH FILLS FOR INTEGRAL ABUTMENTS:**

(1-16-18)

422

SP4 R02B

**Description**

At the Contractors option, use Type A Alternate Bridge Approach Fills instead of Type I or II Bridge Approach Fills to support bridge approach slabs for integral bridge abutments. An alternate bridge approach fill consists of constructing an approach fill with a temporary geotextile wall before placing all or a portion of the concrete for the backwall and wing walls of the integral end bent cap. The temporary geotextile wall is designed for a crane surcharge, remains in place and aligned so the wall face functions as a form for the end bent cap backwall and wing walls. Install drains, welded wire facing and geotextiles and backfill approach fills and temporary walls with select material as required. Define “geotextiles” as separation or reinforcement geotextiles, “temporary wall” as a temporary geotextile wall and “alternate approach fill” as a Type A Alternate Bridge Approach Fill in accordance with 2018 Roadway Standard Drawing No. 422.03.

**Materials**

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

<b>Item</b>	<b>Section</b>
Geotextiles	1056
Portland Cement Concrete	1000
Select Materials	1016
Subsurface Drainage Materials	1044
Welded Wire Reinforcement	1070-3

For temporary walls, use welded wire reinforcement for welded wire facing and Type 5 geotextile for reinforcement geotextiles. Use Type 5 geotextile with lengths and an ultimate tensile strength as shown in 2018 Roadway Standard Drawing No. 422.03. Provide Type 1 geotextile for separation geotextiles and Class B concrete for outlet pads. Use Class V or Class VI select material for alternate approach fills and temporary walls. Provide PVC pipes, fittings and outlet pipes for subsurface drainage materials. For PVC drain pipes, use pipes with perforations that meet AASHTO M 278.

### **Construction Methods**

Excavate as necessary for alternate approach fills and temporary walls in accordance with the contract. Notify the Engineer when foundation excavation is complete. Do not place geotextiles until approach fill dimensions and foundation material are approved.

Install geotextiles as shown in 2018 Roadway Standard Drawing No. 422.03. Attach separation geotextiles to end bent cap backwalls and wing walls as needed with adhesives, tapes or other approved methods. Overlap adjacent geotextiles at least 18" with seams oriented parallel to the roadway centerline. Hold geotextiles in place with wire staples or anchor pins as needed. Contact the Engineer when existing or future obstructions such as foundations, pavements, pipes, inlets or utilities will interfere with geotextiles.

Install continuous perforated PVC drain pipes with perforations pointing down in accordance with 2018 Roadway Standard Drawing No. 422.03. Connect drain pipes to outlet pipes just beyond wing walls. Connect PVC pipes, fittings and outlet pipes with solvent cement in accordance with Article 815-3 of the *2018 Standard Specifications* and place outlet pads in accordance with 2018 Roadway Standard Drawing No. 815.03.

Install drain pipes so water drains towards outlets. If the groundwater elevation is above drain pipe elevations, raise drains up to maintain positive drainage towards outlets. Place pipe sleeves in or under wing walls so water drains towards outlets. Use sleeves that can withstand wing wall loads.

At the Contractor's option, construct bottom portion of integral end bents before temporary walls as shown in 2018 Roadway Standard Drawings No. 422.03. Erect and set welded wire facing so facing functions as a form for the end bent cap backwall. Place welded wire facing adjacent to each other in the horizontal and vertical directions to completely cover the temporary wall face. Stagger welded wire facing to create a running bond by centering facing over joints in the row below.

Wrap reinforcement geotextiles at the temporary wall face in accordance with 2018 Roadway Standard Drawing No. 422.03 and cover geotextiles with at least 3" of select material. Place layers of reinforcement geotextiles within 3" of locations shown in 2018 Roadway Standard Drawing No. 422.03. Before placing select material, pull reinforcement geotextiles taut so they are in tension and free of kinks, folds, wrinkles or creases. Install reinforcement geotextiles with the direction shown in 2018 Roadway Standard Drawing No. 422.03. Do not splice or overlap reinforcement geotextiles so seams are parallel to the temporary wall face.

Place select material in 8" to 10" thick lifts and compact select material with a vibratory compactor

to the satisfaction of the Engineer. Do not displace or damage geotextiles or drains when placing and compacting select material. End dumping directly on geotextiles is not permitted. Do not operate heavy equipment on geotextiles or drain pipes until they are covered with at least 8" of select material. Replace any damaged geotextiles or drains to the satisfaction of the Engineer. When alternate approach fills extend beyond bridge approach slabs, wrap separation geotextiles over select material as shown in 2018 Roadway Standard Drawing No. 422.03.

Temporary walls are designed for a surcharge pressure in accordance with 2018 Roadway Standard Drawing No. 422.03. If the crane surcharge will exceed the wall design, contact the Engineer before positioning the crane over reinforcement geotextiles.

### **Measurement and Payment**

Alternate approach fills will be paid at the contract lump sum for either *Type I Standard Approach Fill, Station \_\_\_\_* or *Type II Modified Approach Fill, Station \_\_\_\_* based on the approach fill type that the alternate approach fill is replacing. The lump sum price for each approach fill will be full compensation for providing labor, tools, equipment and alternate approach fill materials, excavating, backfilling, hauling and removing excavated materials, constructing temporary walls, installing wall facing, geotextiles and drains, compacting backfill and supplying select material, separation and reinforcement geotextiles, welded wire facing, drain pipes, pipe sleeves, outlet pipes and pads and any incidentals necessary to construct alternate approach fills for integral abutments.

### **AGGREGATE SUBGRADE:**

(5-15-18)

505

SP5 R8

Revise the *2018 Standard Specifications* as follows:

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

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

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

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

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

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

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

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

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

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

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

**PRICE ADJUSTMENT - ASPHALT BINDER FOR PLANT MIX:**

(11-21-00)

620

SP6 R25

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

The base price index for asphalt binder for plant mix is **\$ 518.89** per ton.

This base price index represents an average of F.O.B. selling prices of asphalt binder at supplier's terminals on **December 1, 2018**.

**MILLING ASPHALT PAVEMENT:**

(1-15-19)

607

SP6 R59

Revise the *2018 Standard Specifications* as follows:

**Page 6-5, Article 607-2, EQUIPMENT, lines 14-16**, delete the seventh sentence of this Article and replace with the following:

Use either a non-contacting laser or sonar type ski system with a minimum of three referencing stations mounted on the milling machine at a length of at least 24 feet.

**ASPHALT CONCRETE PLANT MIX PAVEMENTS:**

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

610, 1012

SP6 R65

Revise the *2018 Standard Specifications* as follows:

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

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

Revise the *2018 Standard Specifications* as follows:

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

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

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

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



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

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

A. Based on 20 year design traffic.

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

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

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

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

Page 6-19, Table 610-5, BINDER GRADE REQUIREMENTS (BASED ON RBR%), replace with the following:

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

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

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

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

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

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

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

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

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

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

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

<b>TABLE 610-7 DENSITY REQUIREMENTS</b>	
<b>Mix Type</b>	<b>Minimum % G<sub>mm</sub> (Maximum Specific Gravity)</b>
S4.75A	85.0 <sup>A</sup>
S9.5B	90.0
S9.5C, S9.5D, I19.0C, B25.0C	92.0

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

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

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

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

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

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

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

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

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

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

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

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

**A.** Requirements apply to the design aggregate blend.

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

**REMOVAL OF EXISTING CONCRETE PAVEMENT SLABS:**

(01-30-14)

225, 270

SPD 02-250

**Description**

The work covered by these provisions consists of removing existing concrete pavement slabs or partial slabs in accordance with the detail in the plans at locations as directed by the Engineer. The slab removal shall be performed in a manner to minimize damage to the adjacent slabs and underlying base material.

**Materials**

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

<b>Item</b>	<b>Section</b>
Aggregate Base Course	1010
Select Material, Class IV	1016
Geotextile for Soil Stabilization, Type 4	1056

**Construction Methods**

The extent of slab removal shall be as directed by the Engineer, but in no case shall the minimum length of partial slabs, measured parallel to the centerline be less than 10 feet. Also with a partial slab removal, a minimum length of 10 feet of the existing slab shall be retained; otherwise, the entire slab shall be removed.

The slab or partial slab to be removed shall be sawed full depth on its sides adjacent to existing slabs, including existing transverse and longitudinal joints where applicable. When necessary to prevent shoulder damage, an additional cut shall be made in the adjacent shoulder joint. The defective slab shall be removed in a minimum of 3 sections, with the middle section removed first in a manner to minimize damage of the adjacent slabs.

All existing unitube material, existing joint material, and debris shall be removed from the existing transverse and longitudinal joints, which are exposed by the slab removal before the slab is replaced. All loose underlying base material, earth material and/or subseal grout shall be undercut to sound well compacted base. This material will be considered undercut excavation.

Place Geotextile for Soil Stabilization and Select Material, Class IV in undercut areas in accordance with Section 270 of the *Standard Specifications*. Where the required thickness of Select Material, Class IV is 12 inches or less, the material may be spread and compacted in one layer. Where the required compacted thickness is more than 12 inches, spread the material in 2 or more approximately equal layers. Compact select material to 92% of AASHTO T180 as modified by the Department or to the highest density that can be reasonably obtained.

Place asphalt pavement in areas where the slab was removed per project plans.

The Contractor may develop and submit an alternate method of slab removal for approval by the Engineer, which satisfactorily avoids damage to the adjacent slabs and underlying base material.

**Measurement and Payment**

*Removal of Existing Concrete Pavement Slabs* will be measured and paid at the contract unit price per square yard and will be the actual quantity of pavement removal, full slab or partial slab, removed and disposed of. The quantity will be determined by actual surface measurement of pavement prior to its removal. Where the pavement removed is a combination of layers of both asphalt and concrete pavement, payment will be made at the contract unit price per square yard for *Removal of Existing Concrete Pavement Slabs*.

*Select Material, Class IV* will be measured and paid at the contract unit price per ton and will be the actual number of tons of select material that has been incorporated into the completed and accepted work. The material will be measured by being weighed in trucks on certified platform scales or other certified weighing devices.

*Geotextile for Soil Stabilization* will be measured and paid in accordance with Section 270 of the *Standard Specifications*.

*Undercut Excavation* will be measured and paid for in accordance with Section 225 of the *Standard Specifications*.

*Asphalt Concrete Base Course, Type B25.0B* will be measured and paid in accordance with Section 610 of the *Standard Specifications*.

This price and payment will be full compensation for all work covered by this provision for furnishing all labor, materials, tools, equipment, sawing, removal and satisfactory disposal of the concrete, any underlying base material and/or subseal grout as directed.

Payment will be made under:

<b>Pay Item</b>	<b>Pay Unit</b>
Removal of Existing Concrete Pavement Slabs	Square Yard
Select Material, Class IV	Ton

**REPAIR OF 8" CONTINUOUSLY REINFORCED CONCRETE PAVEMENT:**

(3-9-07)

SPI 7-04

**Description**

The work covered by this provision consists of the removal and satisfactory disposal of the existing damaged 8" continuously reinforced concrete pavement, furnishing and placing 8" continuously reinforced concrete pavement as shown in the plans or as directed by the Engineer.

**Materials**

Refer to Division 10 of the *Standard Specifications*.

<b>Item</b>	<b>Section</b>
Concrete	1000
Aggregate Base Course Backfill	1006 and 1010
Reinforcing Steel	1070

**Methods of Production**

The repair of 8" continuously reinforced concrete pavement shall meet the applicable requirements of Section 700 of the *Standard Specifications* and the following provisions:

The concrete shall produce a minimum compressive strength at 24 hours of 3000 psi. The pavement shall not be opened to traffic until the minimum specified strength is obtained.

The Contractor shall submit a mix design to the Engineer for approval in accordance with Section 1000-3 of the *Standard Specification*.

The concrete will be accepted based on suitable cylinders tested at 24 hours.

The surface finish of the proposed concrete pavement shall be a burlap drag finish and conform to the cross-section of adjacent pavement. Immediately after finishing operations have been completed and surface water has disappeared, all exposed surfaces of the pavement shall be cured in accordance with the applicable provisions of Section 700-9 "Curing" and Section 1026 "Curing Agents for Concrete" of the *Standard Specifications*.

The Aggregate Base Course Backfill shall conform to the requirements of Section 520 of the *Standard Specifications*.

Reinforcing steel shall meet all the requirements of Section 1070, except that epoxy coating will not be required.

The placement of 8" continuously reinforced concrete pavement shall be conducted in one lane at a time. The work shall be accomplished with other operations in progress in the same area.

Reinforcing steel of the size shown on the plans shall be installed and spliced in accordance with the details in the plans. Splices shall be made by using bar couplers. The reinforcing steel shall be cleaned of loose concrete, rust and other materials to a degree acceptable to the Engineer before making the splice.

The bar coupler shall be a cold forged mechanical splice applied by dies of an appropriate shape. The completed splice shall achieve 125% of the required minimum yield strength. Samples of complete splices shall be furnished to the Engineer for testing purposes. The proposed bar coupler shall be approved by the Engineer before being used. An 18-inch lap splice shall be provided at the center of each patch.

As an alternate to the use of mechanical splices, reinforcing steel may be drilled and epoxied into the existing CRC pavement. Holes shall be drilled 8 inches deep into the vertical face of the sawcuts at the same height and adjacent to the existing reinforcing steel strands. The drilled holes shall be cleaned well before epoxying the reinforcing steel into the existing CRC pavement using an approved product. An 18-inch lap splice shall be provided at the center of each patch regardless of the steel attachment mechanism.

As a result of the full depth sawing of the existing pavement to remove the distressed area, saw cuts that extend into the adjacent pavement shall be filled with epoxy prior to placing traffic on

the new area. The epoxy shall meet the requirements of Section 1081 Type 3 of the *Standard Specifications*.

The Contractor shall take necessary measures to protect the exposed subgrade and base from damage resulting from surface water and/or rain during the period between the pavement removal and replacement. The Contractor shall replace the concrete within 24 hours after removal of the distressed concrete unless otherwise directed by the Engineer.

At locations as directed by the Engineer, the Contractor shall remove unsuitable aggregate base material to achieve a 12" depth from the top of pavement surface and backfill with 4" Aggregate Base Course Backfill. At locations as directed by the Engineer, the Contractor shall undercut the subgrade, place a soil-stabilization fabric, and backfill with Aggregate Base Course Backfill as directed by the Engineer.

The Contractor shall thoroughly tamp any subgrade material loosened in the pavement removal process to the satisfaction of the Engineer before the pavement is replaced. New pavement shall be cast to a minimum thickness of eight inches.

No traffic will be permitted on the 8" continuously reinforced concrete pavement patch until the minimum compressive strength of 3000 psi has been obtained. Test may be made by the Engineer using a Swiss Hammer.

### **Measurement and Payment**

The quantity of pavement repair to be paid for at the contract unit price will be the actual number of square yards of 8" continuously reinforced concrete pavement repair which has been completed and accepted. In measuring this quantity, the width of the repair will be measured perpendicular to the centerline of the lane. The length will be the actual length constructed, measured along the centerline of the pavement.

The unit price shown in the contract for 8" continuously reinforced concrete pavement repair will be full compensation for all work covered by this provision, and applicable sections of the *Standard Specifications* for furnishing all labor, materials, tools, equipment, and incidentals for doing all work involved in placement of the concrete including but not limited to furnishing placing, and curing concrete; reinforcing steel; splicing reinforcing steel; sawing and removing concrete; and filling saw cuts around the pavement repair.

The quantity of aggregate base course backfill to be paid for at the contract unit price for will be the actual number of tons of aggregate which has been incorporated into the completed and accepted work. The aggregate will be measured in accordance with Section 520-11 of the *Standard Specifications*. The unit price shown in the contract for aggregate base course backfill will be full compensation for all work covered by this provision and the *Standard Specifications* including but not limited to removing of existing aggregate base course and replacing with aggregate base course backfill.

Payment will be made under:

#### **Pay Item**

8" Continuously Reinforced Concrete Repair  
Aggregate Base Course for Backfill

#### **Pay Unit**

Square Yard  
Ton

**GUARDRAIL END UNITS, TYPE - TL-3:**

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

862

SP8 R65

**Description**

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

**Materials**

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

Prior to installation the Contractor shall submit to the Engineer:

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

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

**Construction Methods**

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

**Measurement and Payment**

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

Payment will be made under:

**Pay Item**

Guardrail End Units, Type TL-3

**Pay Unit**

Each



**GUARDRAIL ANCHOR UNITS AND TEMPORARY GUARDRAIL ANCHOR UNITS:**

(1-16-2018)

862

SP8 R70

Guardrail anchor units will be in accordance with the details in the plans and the applicable requirements of Section 862 of the *2018 Standard Specifications*.

Revise the *2018 Standard Specifications* as follows:

**Page 8-42, Article 862-6 MEASUREMENT AND PAYMENT**, add the following:

*Guardrail Anchor Units, Type \_\_\_ and Temporary Guardrail Anchor Units Type \_\_\_* will be measured and paid as units of each completed and accepted. No separate measurement will be made of any rail, terminal sections, posts, offset blocks, concrete, hardware or any other components of the completed unit that are within the pay limits shown in the plans for the unit as all such components will be considered to be part of the unit.

Payment will be made under:

<b>Pay Item</b>	<b>Pay Unit</b>
Guardrail Anchor Units, Type _____	Each
Temporary Guardrail Anchor Units, Type _____	Each

**PERMANENT SEEDING AND MULCHING:**

(7-1-95)

1660

SP16 R02

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

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

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

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

**STANDARD SPECIAL PROVISION**  
**AVAILABILITY OF FUNDS – TERMINATION OF CONTRACTS**

(5-20-08)

Z-2

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

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

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

**STANDARD SPECIAL PROVISION**  
**NCDOT GENERAL SEED SPECIFICATION FOR SEED QUALITY**

(5-17-11)

Z-3

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

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

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

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

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

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

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

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

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

**FURTHER SPECIFICATIONS FOR EACH SEED GROUP ARE GIVEN BELOW:**

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

Sericea Lespedeza  
Oats (seeds)

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

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

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

Common or Sweet Sundangrass

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

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

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

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

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

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

**STANDARD SPECIAL PROVISION****ERRATA**

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

Z-4

Revise the *2018 Standard Specifications* as follows:

**Division 6**

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

**Division 7**

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

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

**Division 10**

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

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

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

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

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

**Division 17**

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

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

Directional Drill (1)(1.25”) Linear Foot

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

(3-18-03) (Rev. 12-20-16)

Z-04a

**Within Quarantined Area**

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

**Originating in a Quarantined County**

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

**Contact**

Contact the N.C. Department of Agriculture/United States Department of Agriculture at 1-800-206-9333, 919-707-3730, or <http://www.ncagr.gov/plantindustry/> to determine those specific project sites located in the quarantined area or for any regulated article used on this project originating in a quarantined county.

**Regulated Articles Include**

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

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

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

Z-6

Revise the *2018 Standard Specifications* as follows:

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

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

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

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

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

(a) Compliance with Regulations

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

(b) Nondiscrimination

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

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

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

(d) Information and Reports

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



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

(e) Sanctions for Noncompliance:

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

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

(f) Incorporation of Provisions

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

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

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

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

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

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

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

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

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

**TABLE 103-1  
COMPLAINT BASIS**

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

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

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

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

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

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

**(4) Additional Title VI Assurances**

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

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

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

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

(HABENDUM CLAUSE)

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

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

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

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

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

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

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

(c) Clauses for Construction/Use/Access to Real Property Acquired Under the Activity, Facility or Program (1050.2A, Appendix D)

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

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

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

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

Z-7

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

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

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

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

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



**EMPLOYMENT GOALS FOR MINORITY  
AND FEMALE PARTICIPATION**

Economic Areas

**Area 023 29.7%**

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

**Area 024 31.7%**

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

**Area 025 23.5%**

Columbus County  
Duplin County  
Onslow County  
Pender County

**Area 026 33.5%**

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

**Area 027 24.7%**

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

**Area 028 15.5%**

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

**Area 029 15.7%**

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

**Area 0480 8.5%**

Buncombe County  
Madison County

**Area 030 6.3%**

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

**SMSA Areas**

**Area 5720 26.6%**

Currituck County

**Area 9200 20.7%**

Brunswick County

New Hanover County

**Area 2560 24.2%**

Cumberland County

**Area 6640 22.8%**

Durham County

Orange County

Wake County

**Area 1300 16.2%**

Alamance County

**Area 3120 16.4%**

Davidson County

Forsyth County

Guilford County

Randolph County

Stokes County

Yadkin County

**Area 1520 18.3%**

Gaston County

Mecklenburg County

Union County

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**Goals for Female**

**Participation in Each Trade**

(Statewide) 6.9%

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

FHWA - 1273 Electronic Version - May 1, 2012

Z-8

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

**ATTACHMENTS**

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

**I. GENERAL**

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

**II. NONDISCRIMINATION**

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

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

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

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

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

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

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

2. **EEO Officer:** The contractor will designate and make known to the contracting officers an EEO Officer who will have the responsibility for and must be capable of effectively administering and promoting an active EEO program and who must be assigned adequate authority and responsibility to do so.
3. **Dissemination of Policy:** All members of the contractor's staff who are authorized to hire, supervise, promote, and discharge employees, or who recommend such action, or who are substantially involved in such action, will be made fully cognizant of, and will implement, the contractor's EEO policy and contractual responsibilities to provide EEO in each grade and classification of employment. To ensure that the above agreement will be met, the following actions will be taken as a minimum:
  - a. Periodic meetings of supervisory and personnel office employees will be conducted before the start of work and then not less often than once every six months, at which time the contractor's EEO policy and its implementation will be reviewed and explained. The meetings will be conducted by the EEO Officer.
  - b. All new supervisory or personnel office employees will be given a thorough indoctrination by the EEO Officer, covering all major aspects of the contractor's EEO obligations within thirty days following their reporting for duty with the contractor.
  - c. All personnel who are engaged in direct recruitment for the project will be instructed by the EEO Officer in the contractor's procedures for locating and hiring minorities and women.
  - d. Notices and posters setting forth the contractor's EEO policy will be placed in areas readily accessible to employees, applicants for employment and potential employees.
  - e. The contractor's EEO policy and the procedures to implement such policy will be brought to the attention of employees by means of meetings, employee handbooks, or other appropriate means.
4. **Recruitment:** When advertising for employees, the contractor will include in all advertisements for employees the notation: "An Equal Opportunity Employer." All such advertisements will be placed in publications having a large circulation among minorities and women in the area from which the project work force would normally be derived.
  - a. The contractor will, unless precluded by a valid bargaining agreement, conduct systematic and direct recruitment through public and private employee referral sources likely to yield qualified minorities and women. To meet this requirement, the contractor will identify sources of potential minority group employees, and establish with such identified sources procedures whereby minority and women applicants may be referred to the contractor for employment consideration.
  - b. In the event the contractor has a valid bargaining agreement providing for exclusive hiring hall referrals, the contractor is expected to observe the provisions of that agreement to the extent that the system meets the contractor's compliance with EEO contract provisions. Where implementation of such an agreement has the effect of discriminating against minorities or women, or obligates the contractor to do the same, such implementation violates Federal nondiscrimination provisions.
  - c. The contractor will encourage its present employees to refer minorities and women as applicants for employment. Information and procedures with regard to referring such applicants will be discussed with employees.
5. **Personnel Actions:** Wages, working conditions, and employee benefits shall be established and administered, and personnel actions of every type, including hiring, upgrading, promotion, transfer, demotion, layoff, and termination, shall be taken without regard to race, color, religion, sex, national origin, age or disability. The following procedures shall be followed:
  - a. The contractor will conduct periodic inspections of project sites to insure that working conditions and employee facilities do not indicate discriminatory treatment of project site personnel.
  - b. The contractor will periodically evaluate the spread of wages paid within each classification to determine any evidence of discriminatory wage practices.
  - c. The contractor will periodically review selected personnel actions in depth to determine whether there is evidence of discrimination. Where evidence is found, the contractor will promptly take corrective action. If the review indicates that the discrimination may extend beyond the actions reviewed, such corrective action shall include all affected persons.
  - d. The contractor will promptly investigate all complaints of alleged discrimination made to the contractor in connection with its obligations under this contract, will attempt to resolve such complaints, and will take appropriate corrective action within a reasonable time. If the investigation indicates that the discrimination may affect persons other than the complainant, such corrective action shall include such other persons. Upon completion of each investigation, the contractor will inform every complainant of all of their avenues of appeal.
6. **Training and Promotion:**
  - a. The contractor will assist in locating, qualifying, and increasing the skills of minorities and women who are applicants for employment or current employees. Such efforts should be aimed at developing full journey level status employees in the type of trade or job classification involved.
  - b. Consistent with the contractor's work force requirements and as permissible under Federal and State regulations, the contractor shall make full use of training programs, i.e., apprenticeship, and on-the-job training programs for the geographical area of contract performance. In the event a special provision for training is provided under this contract, this subparagraph will be superseded as indicated in the special provision. The contracting agency may reserve training positions for persons who receive welfare assistance in accordance with 23 U.S.C. 140(a).
  - c. The contractor will advise employees and applicants for employment of available training programs and entrance requirements for each.
  - d. The contractor will periodically review the training and promotion potential of employees who are minorities and women and will encourage eligible employees to apply for such training and promotion.
7. **Unions:** If the contractor relies in whole or in part upon unions as a source of employees, the contractor will use good faith efforts to obtain the cooperation of such unions to increase opportunities for minorities and women. Actions by the contractor, either directly or through a contractor's association acting as agent, will include the procedures set forth below:
  - a. The contractor will use good faith efforts to develop, in cooperation with the unions, joint training programs aimed toward qualifying more minorities and women for membership in the unions and increasing the skills of minorities and women so that they may qualify for higher paying employment.
  - b. The contractor will use good faith efforts to incorporate an EEO clause into each union agreement to the end that such union will be contractually bound to refer applicants without regard to their race, color, religion, sex, national origin, age or disability.
  - c. The contractor is to obtain information as to the referral practices and policies of the labor union except that to the extent such information is within the exclusive possession of the labor union and such labor union refuses to furnish such information to the contractor, the contractor shall so certify to the contracting agency and shall set forth what efforts have been made to obtain such information.

- d. In the event the union is unable to provide the contractor with a reasonable flow of referrals within the time limit set forth in the collective bargaining agreement, the contractor will, through independent recruitment efforts, fill the employment vacancies without regard to race, color, religion, sex, national origin, age or disability; making full efforts to obtain qualified and/or qualifiable minorities and women. The failure of a union to provide sufficient referrals (even though it is obligated to provide exclusive referrals under the terms of a collective bargaining agreement) does not relieve the contractor from the requirements of this paragraph. In the event the union referral practice prevents the contractor from meeting the obligations pursuant to Executive Order 11246, as amended, and these special provisions, such contractor shall immediately notify the contracting agency.
8. **Reasonable Accommodation for Applicants / Employees with Disabilities:** The contractor must be familiar with the requirements for and comply with the Americans with Disabilities Act and all rules and regulations established there under. Employers must provide reasonable accommodation in all employment activities unless to do so would cause an undue hardship.
9. **Selection of Subcontractors, Procurement of Materials and Leasing of Equipment:** The contractor shall not discriminate on the grounds of race, color, religion, sex, national origin, age or disability in the selection and retention of subcontractors, including procurement of materials and leases of equipment. The contractor shall take all necessary and reasonable steps to ensure nondiscrimination in the administration of this contract.
- a. The contractor shall notify all potential subcontractors and suppliers and lessors of their EEO obligations under this contract.
- b. The contractor will use good faith efforts to ensure subcontractor compliance with their EEO obligations.
10. **Assurance Required by 49 CFR 26.13(b):**
- a. The requirements of 49 CFR Part 26 and the State DOT's U.S. DOT-approved DBE program are incorporated by reference.
- b. The contractor or subcontractor shall not discriminate on the basis of race, color, national origin, or sex in the performance of this contract. The contractor shall carry out applicable requirements of 49 CFR Part 26 in the award and administration of DOT-assisted contracts. Failure by the contractor to carry out these requirements is a material breach of this contract, which may result in the termination of this contract or such other remedy as the contracting agency deems appropriate.
11. **Records and Reports:** The contractor shall keep such records as necessary to document compliance with the EEO requirements. Such records shall be retained for a period of three years following the date of the final payment to the contractor for all contract work and shall be available at reasonable times and places for inspection by authorized representatives of the contracting agency and the FHWA.
- a. The records kept by the contractor shall document the following:
- (1) The number and work hours of minority and non-minority group members and women employed in each work classification on the project;
- (2) The progress and efforts being made in cooperation with unions, when applicable, to increase employment opportunities for minorities and women; and
- (3) The progress and efforts being made in locating, hiring, training, qualifying, and upgrading minorities and women;
- b. The contractors and subcontractors will submit an annual report to the contracting agency each July for the duration of the project, indicating the number of minority, women, and non-minority group employees currently engaged in each work classification required by the contract work. This information is to be reported on Form FHWA-1391. The staffing data should represent the project work force on board in all or any part of the last payroll period preceding the end of July. If on-the-job training is being required by special provision, the contractor will be required to collect and report training data. The employment data should reflect the work force on board during all or any part of the last payroll period preceding the end of July.

### III. NONSEGREGATED FACILITIES

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

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

### IV. DAVIS-BACON AND RELATED ACT PROVISIONS

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

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

#### 1. Minimum wages

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

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

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

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

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

#### V. CONTRACT WORK HOURS AND SAFETY STANDARDS ACT

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

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

#### VI. SUBLETTING OR ASSIGNING THE CONTRACT

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

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



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

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

#### **VII. SAFETY: ACCIDENT PREVENTION**

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

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

#### **VIII. FALSE STATEMENTS CONCERNING HIGHWAY PROJECTS**

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

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

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

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

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

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

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

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

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

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

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

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

**1. Instructions for Certification – First Tier Participants:**

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

\* \* \* \* \*

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

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

**2. Instructions for Certification - Lower Tier Participants:**

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

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

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

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

\* \* \* \* \*

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

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

\* \* \* \* \*

**XI. CERTIFICATION REGARDING USE OF CONTRACT FUNDS FOR LOBBYING**

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

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

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

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

Z-10

**Description**

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

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

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

**Minorities and Women**

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

**Assigning Training Goals**

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

### **Training Classifications**

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

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

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

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

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

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

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

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

### **Records and Reports**

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

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

**Trainee Interviews**

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

**Trainee Wages**

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

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

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

**Achieving or Failing to Meet Training Goals**

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

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

**Measurement and Payment**

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

**STANDARD SPECIAL PROVISION**  
**MINIMUM WAGES**  
**GENERAL DECISION NC180101 01/05/2018 NC101**

Z-101

Date: January 5, 2018

General Decision Number: NC180101 01/05/2018 NC101

Superseded General Decision Numbers: NC20170101

State: North Carolina

Construction Type: HIGHWAY

**COUNTIES:**

Alamance	Forsyth	Randolph
Anson	Gaston	Rockingham
Cabarrus	Guilford	Stokes
Chatham	Mecklenburg	Union
Davie	Orange	Yadkin
Durham	Person	

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

Note: Under Executive Order (EO) 13658, an hourly minimum wage of \$10.35 for calendar year 2018 applies to all contracts subject to the Davis-Bacon Act for which the contract is awarded (and any solicitation was issued) on or after January 1, 2015. If this contract is covered by the EO, the contractor must pay all workers in any classification listed on this wage determination at least \$10.35 per hour (or the applicable wage rate listed on this wage determination, if it is higher) for all hours spent performing on the contract for calendar year 2018. The EO minimum wage rate will be adjusted annually. Please note that this EO applies to the above-mentioned types of contracts entered into by the federal government that are subject to the Davis-Bacon Act itself, but it does not apply to contracts subject only to the Davis-Bacon Related Acts, including those set forth at 29 CFR 5.1(a)(2) – (60). Additional information on contractor requirements and worker protections under the EO is available at [www.dol.gov/whd/govcontracts](http://www.dol.gov/whd/govcontracts).

Modification Number  
0

Publication Date  
01/05/2018

SUNC2014-003 11/14/2014

	Rates	Fringes
BLASTER	18.64	
CARPENTER	13.68	.05
CEMENT MASON/CONCRETE FINISHER	13.93	
ELECTRICIAN		
Electrician	18.79	2.72
Telecommunications Technician	15.19	1.25
IRONWORKER	13.30	
LABORER		
Asphalt Raker and Spreader	12.78	

	Rates	Fringes
Asphalt Screed/Jackman	14.50	
Carpenter Tender	12.51	.27
Cement Mason/Concrete Finisher Tender	11.04	
Common or General	10.40	.01
Guardrail/Fence Installer	13.22	
Pipelayer	12.43	
Traffic Signal/Lighting Installer	15.65	.24
<b>PAINTER</b>		
Bridge	23.77	
<b>POWER EQUIPMENT OPERATORS</b>		
Asphalt Broom Tractor	10.00	
Bulldozer Fine	16.13	
Bulldozer Rough	14.36	
Concrete Grinder/Groover	17.92	
Crane Boom Trucks	18.19	
Crane Other	19.83	
Crane Rough/All-Terrain	19.10	
Drill Operator Rock	14.28	
Drill Operator Structure	20.89	
Excavator Fine	16.95	
Excavator Rough	13.63	
Grader/Blade Fine	19.84	
Grader/Blade Rough	15.47	
Loader 2 Cubic Yards or Less	13.31	
Loader Greater Than 2 Cubic Yards	16.19	
Material Transfer Vehicle (Shuttle Buggy)	15.44	
Mechanic	17.51	
Milling Machine	15.22	
Off-Road Hauler/Water Tanker	11.83	
Oiler/Greaser	14.16	
Pavement Marking Equipment	12.05	
Paver Asphalt	15.97	
Paver Concrete	18.20	
Roller Asphalt Breakdown	12.79	
Roller Asphalt Finish	13.76	
Roller Other	12.08	
Scraper Finish	12.65	
Scraper Rough	11.50	
Slip Form Machine	19.60	
Tack Truck/Distributor Operator	14.82	
<b>TRUCK DRIVER</b>		
GVWR of 26,000 Lbs or Less	11.45	
GVWR of 26,000 Lbs or Greater	13.57	.03

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

Note: Executive Order (EO) 13706, Establishing Paid Sick Leave for Federal Contractors applies to all contracts subject to the Davis-Bacon Act for which the contract is awarded (and any solicitation was issued) on or after January 1, 2017. If this contract is covered by the EO, the contractor must provide employees with 1 hour of paid sick leave for every 30 hours they work, up to 56 hours of paid sick leave each year. Employees must be permitted to use paid sick leave for their own illness, injury or other health-related needs, including preventive care; to assist a



family member (or person who is like family to the employee) who is ill, injured, or has other health-related needs, including preventive care; or for reasons resulting from, or to assist a family member (or person who is like family to the employee) who is a victim of, domestic violence, sexual assault, or stalking. Additional information on contractor requirements and worker protections under the EO is available at [www.dol.gov/whd/govcontracts](http://www.dol.gov/whd/govcontracts).

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

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

#### Union Rate Identifiers

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

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

#### Survey Rate Identifiers

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

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

#### Union Average Rate Identifiers

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

used in producing the wage determination. 08/29/2014 indicates the survey completion date for the classifications and rates under that identifier.

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

#### WAGE DETERMINATION APPEALS PROCESS

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

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

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

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

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

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

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

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

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

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

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

**WORK ZONE TRAFFIC CONTROL  
Project Special Provisions  
Table of Contents**

<b>Special Provision</b>	<b>Page</b>
Sequential Flashing Warning Lights	TC-2
Work Zone Digital Speed Limit Signs	TC-5
Work Zone Traffic Pattern Masking	TC-8
Work Zone Performance Pavement Markings	TC-12
High Visibility Devices	TC-18
Portable Queue Warning System	TC-21
Connected Lane Closure Devices	TC-29



DocuSigned by:  
*Kenneth C. Thornevell Jr., P.E.*  
1E991EF27373405...

11/1/2018

# TC-2

I-5823

Davie County

## **SEQUENTIAL FLASHING WARNING LIGHTS:**

(10/08/2016)

### **Description**

Furnish and install Sequential Flashing Warning Lights on drums used for merging tapers during nightly work activities on interstates and freeways with speed limits greater than 55 MPH and or facilities that have significant traffic volumes.

The purpose of these lights is to assist the motorist in determining which direction to merge when approaching a lane closure. It's also designed to reduce the number of late merges resulting in devices being struck and having to be reset to maintain positive guidance at the merge point. The successive flashing of the lights shall occur from the upstream end of the merging taper to the downstream end of the merging taper in order to identify the desired vehicle path.

### **Materials**

The Sequential Flashing Warning Lights shall meet all of the requirements for warning lights within the current edition of the Manual of Uniform Traffic Control Devices (MUTCD).

Each light unit shall be capable of operating fully and continuously for a minimum of 200 hours when equipped with a standard battery set.

Each light in the sequence shall be flashed at a rate of not less than 55 times per minute and not more than 75 times per minute. The flash rate and flash duration shall be consistent throughout the sequence.

Supply a Type 3 Certification (Independent Test Lab results) documenting all actual test results for the specified parameters contained in the Institute of Transportation Engineer's (ITE's) *Purchase Specification for Flashing and Steady Burn Warning Lights*. The laboratory shall also identify all manufacturer codes and part numbers for the incandescent lamp or LED clusters, lenses, battery, and circuitry, and the total width of the light with the battery in place. The complete assembly shall be certified as crashworthy when firmly affixed to the channelizing device.

All Sequential Flashing Warning Lights shall be on the NCDOT Work Zone Traffic Control Approved Products List.

### **Construction Methods**

Sequential Flashing Warning Lights are to be used for night time lane closures.

These lights shall flash sequentially beginning with the first light and continuing until the final light.

The Sequential Flashing Warning Lights shall automatically flash in sequence when placed on the drums that form the merging taper.

# TC-3

I-5823

Davie County

The number of lights used in the drum taper shall equal the number of drums used in the taper.

Drums are the only channelizing device allowed to mount sequential flashing warning lights.

The Sequential Flashing Warning Lights shall be weather independent and visual obstructions shall not interfere with the operation of the lights.

The Sequential Flashing Warning Lights shall automatically sequence when placed in line in an open area with a distance between lights of 10 to 100 feet. A 10 foot stagger in the line of lights shall have no adverse effect on the operation of the lights.

If one light fails, the flashing sequence shall continue. If more than 1 light fails, all of the lights are to be automatically turned to the "off" mode. Non-sequential flashing is prohibited.

When lane closures are not in effect, the Sequential Flashing Warning Lights shall be deactivated.

## Measurement and Payment

Sequential Flashing Warning Lights will be measured and paid as the maximum number of sequential flashing warning lights satisfactorily installed and properly functioning at any one time during the life of the project.

This includes all materials and labor to install, maintain and remove all the Sequential Flashing Warning Lights.

### Pay Item

Sequential Flashing Warning Lights

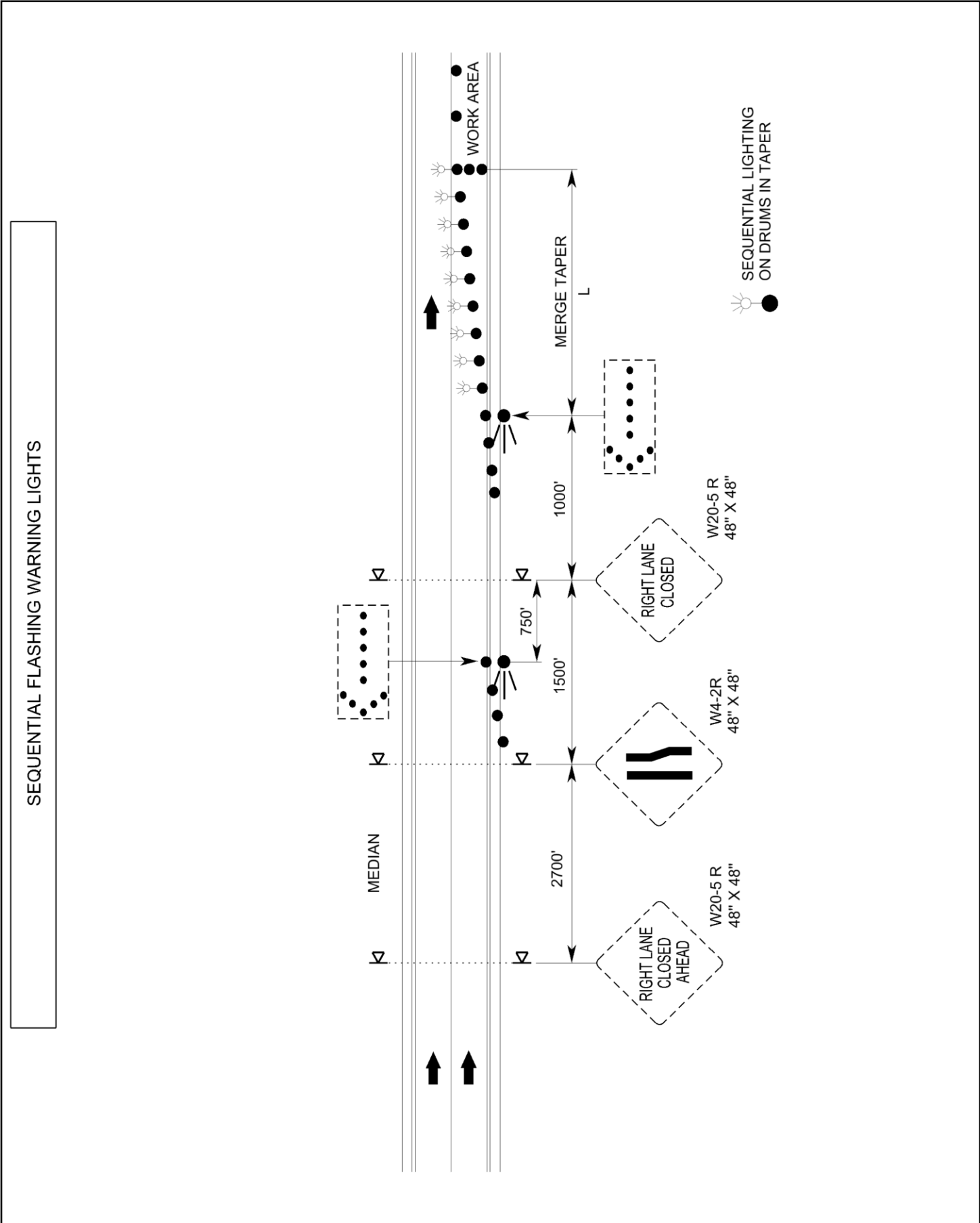
### Pay Unit

Each

# TC-4

I-5823

Davie County



# TC-5

I-5823

Davie County

## **WORK ZONE DIGITAL SPEED LIMIT SIGNS:**

(10/08/2016)

### **Description**

Furnish and install Work Zone Digital Speed Limit Signs on interstates and freeways with speed limits greater than 55 MPH and or facilities that have significant traffic volumes and impacts. These signs are regulatory speed limit signs with LED displays for the speed limit numbers. The purpose of Digital Speed Limit signs is to easily change work zone speed limits between activities that necessitate the need for a lower speed limit and the ones that do not.

### **Materials**

Digital Speed Limit Signs shall be a minimum 36" wide x 48" high. The speed limit sign (R2-1) shall be black on white with high intensity white prismatic sheeting.

The Digital Speed Limit sign shall be mounted such that the bottom of the sign is 7' above roadway.

The LED panel shall be a minimum of 18" wide x 28" high. The display on the LED panel shall be amber or white.

The LED numbers shall have a minimum 5 wide by 7 high pixel array with a minimum height of 18".

The LED panel shall have auto brightness/dimming capability.

The black on orange "WORK ZONE" sign shall be mounted above the Speed Limit sign. It shall be 36" wide x 24" high with high intensity prismatic orange sheeting.

The black on white "\$250 FINE" sign shall be mounted below the Speed Limit sign. It shall be 36" wide x 24" high with high intensity prismatic white sheeting.

All digital speed limit systems shall have operational software and wireless communications that allows for remote operation and data monitoring. It shall be configured to allow access by the Engineer or his designee to change each sign independently or change the speed limit on all signs at once from a PC, tablet or cellular phone application.

Digital Speed Limit Signs may be trailer mounted or stationary mounted. The unit shall be Solar powered and have the ability to operate continuously. It shall be supplemented with a battery backup system which includes a 110/120 VAC powered on-board charging system.

The batteries, when fully charged; shall be capable of powering the display for 20 continuous days with no solar power. The unit shall be capable of being powered by standard 110/120 VAC power source.

# TC-6

I-5823

Davie County

Store the battery bank and charging system in a lockable, weather and vandal resistant box.

## **Optional Equipment/Capabilities**

Work Zone Digital Speed Limit systems may include speed data collection. If provided, this information is to be available in a spreadsheet format and accessed remotely from a secure cloud location.

The Work Zone Digital Speed Limit systems may have radar equipment to detect approaching speeds.

The Work Zone Digital Speed Limit systems may have flashing beacons. If used, the beacons are to be 12" diameter LED circular yellow. They may be mounted either above, beside or below the sign assemblies and are to be centered horizontally. If used, the beacons shall alternately flash at rates not less than 50 or more than 60 times per minute.

All Work Zone Digital Speed Limit equipment shall be on the NCDOT Work Zone Traffic Control Approved Products List.

## **Construction Methods**

The Speed Limit shall be continuously displayed on the signs. The speed limits are the sole authority of the NCDOT. All speed limits are to be ordinated by the State Traffic Engineer in order to have a lawfully enforceable speed limit.

The Regional Traffic Engineering Office and the Division Construction Engineer in coordination with the Work Zone Traffic Control Section will provide all Work Zone Speed Limit recommendations based on activities and conditions.

The Contractor will be responsible for coordinating with the Engineer when the Work Zone Speed Limits are to be changed and will have to seek approval by the Engineer or his designee before the Speed Limit is changed.

If the system has radar equipment and flashing beacons, the Digital Speed Limit systems shall have beacons activated when the "55 MPH" speed limit is being displayed. At all other speed limit displays (60 MPH, 65 MPH, 70 MPH), the beacons are not to be automatically activated until approaching speeds are detected to be 7 MPH or higher above the posted speed limit.

Whenever possible, each trailer mounted unit shall be placed on the paved shoulder and shall have the capability of being leveled.

## **Measurement and Payment**

The measurement for the Work Zone Digital Speed Limit Signs is made according to the number of Work Zone Digital Speed Limit signs required per the spacing requirements according to the attached drawing. Payment will be made for the maximum number of Work Zone Digital Speed



# TC-7

I-5823

Davie County

Limit signs satisfactorily installed and properly functioning at any one time during the life of the project.

This includes all materials and labor to install, maintain and remove all the Work Zone Digital Speed Limit Units.

**Pay Item**

Work Zone Digital Speed Limit Signs

**Pay Unit**

Each

# TC-8

I-5823

Davie County

## **WORK ZONE TRAFFIC PATTERN MASKING:**

(10/1/2018)

### **Description**

Furnish and install Work Zone Traffic Pattern Masking material for placement on existing asphalt or concrete pavements during work zone operations. The Work Zone Traffic Pattern Masking material shall be black in color and used during traffic pattern changes to completely cover the entire pavement surface; thus masking/concealing the existing pavement markings and allowing the revised work zone pavement markings to be placed on a newly applied black surface. Its purpose is to eliminate the grind marks and “ghost markings” on pavement surfaces which can create motorist confusion and pavement damage while providing an incomparable contrast between the revitalized black pavement color and newly applied pavement markings for work zone patterns of up to a year.

### **Materials**

#### A) General

Use materials in accordance with Manufacturer’s recommendations that will retain a black color for a period of up to 12 months. The black material shall be a flat black color when fully cured and shall completely mask/conceal the existing pavement markings for the same 12 month period.

The material shall not exhibit glare or retroreflectance in either day or night conditions. To ensure the material provides ample concealment and does not exhibit excessive glare, the material opaqueness shall be a minimum of 95% and the retroreflective properties shall not exceed 4 mcd/lux/m<sup>2</sup>.

It shall not adversely affect the ability of the pavement to drain water or make the pavement adversely slick in either dry and wet conditions and shall meet the skid properties as described in Section C below.

The material shall not contain any petroleum components and shall not contain any Volatile Organic Compounds (VOC’s).

The material shall not exhibit excessive cracking or create excessive cracking to the pavement surface after placement.

It shall be manufactured to bond successfully to both concrete and asphalt pavements and allow resurfacing treatments to be applied directly over its surface without having to be removed for successful bonding of the new asphalt or concrete overlays.

It should also be manufactured to receive any type of polyurea, epoxy, polymer, cold applied plastic, or thermoplastic pavement marking materials.

#### B) Material Qualifications/Certifications

# TC-9

I-5823

Davie County

Use Work Zone Traffic Pattern Masking materials that are on the NCDOT Approved Products List. Provide a Type 3 (Manufacturers) Certification in accordance with Article 106-3 in the North Carolina Standard Specifications for Roads and Structures to ensure the material meets or exceeds the requirements in this specification.

In addition, provide a Type 5 (Typical Certified Test Report) Certification in accordance with Article 106-3 in the North Carolina Standard Specifications for Roads and Structures that ensures the material has been tested by an independent testing company that meets or exceeds the braking/skid requirements as described in Section (C) below.

## C) Performance

The Work Zone Pattern Masking material shall be tested by an independent test laboratory for skid properties according to the test standards in ASTM E274 or ASTM E303-93 (2008). The material shall provide minimum frictional resistance numbers when tested with either test standard. The minimum average Skid Number (SN) for ASTM E274 is 37. The minimum average British Pendulum Number (BPN) for ASTM E303-93 (2008) is 37.

The work zone travel lane shall retain its black distinguishable appearance throughout the life of the traffic pattern. Normal wearing is expected in the wheel paths of the travel lanes, but the work zone travel lanes shall always have a noticeable black appearance at all times during the expected 12-month traffic pattern life.

At any time this material fails to keep previously installed pavement markings concealed, resulting in conflicting traffic patterns or does not retain its black color contrast for the required 12-month duration, it is not meeting the requirements and intention of this specification and shall be replaced immediately.

The Work Zone Pattern Masking material shall retain its black color and continue to conceal the pavement markings underneath after a single snowplow event within its 12-month expected life. If the work zone experiences more than 1 snowplowing event, the Engineer will determine if the Work Zone Pattern Masking is still performing adequately or if replacement is necessary due to excessive damage caused by snowplow activities. If the material is damaged to the point where 20% or more of the concealed pavement markings are revealed, it shall be replaced, at an 8" width to re-conceal the exposed pavement markings, at the contract unit price unless the traffic pattern is to change within 30 days.

Poor performance of Work Zone Pattern Masking material at any site, whether or not related to a specific contract may be grounds for removing the material from the NCDOT Approved Products List and or removing from any project under contract.

## Construction Methods

### A) Application Equipment

# TC-10

I-5823

Davie County

The equipment to apply Work Zone Traffic Pattern Masking material shall be truck mounted pneumatic or airless spray machines with suitable arrangement of atomizing nozzles and controls to cover the entire pavement surface to achieve uniform coverage with consistent thickness as required in this specification. Do not use hand applied methods or any other non-truck mounted application equipment or device to install material for applications longer than 1,000 feet.

The application spray equipment shall be set up in such a manner to apply the Work Zone Traffic Pattern Masking material in spray pattern widths to ensure complete and uniform coverage of the entire travelway and to reduce the overlap from multiple passes. If the application equipment is not equipped to spray a full 12' travel lane in a single pass, it shall be set-up to spray a 6 foot minimum width. No more than 2 passes per travel lane will be allowed. A 1" overlap width is required when applying the material in less than the full width of the travel lane.

## B) Material Application

The Work Zone Traffic Pattern Masking material is to be applied to the full width and length of the pavement surface where traffic patterns are to change, thus masking/concealing the existing pavement markings, as well as providing a new black surface for the placement of the revised pavement markings.

The Work Zone Pattern Masking material shall be applied to the pavement markings being concealed in 2 separate applications. The first application shall be applied directly onto the existing pavement markings at a width equivalent to the width of the markings being concealed plus 6 inches on each side at a uniform thickness of 20 mils. This application does not require the application of anti-skid elements.

Upon drying of the first application, the second application shall be applied on the pavement markings being concealed, as well as the entire pavement width, at a uniform thickness of 20 mils along with the anti-skid elements at a rate of 8 lbs/gallon or greater.

The material shall be set and/or cured track free within 15 minutes of installation when ambient temperatures are 65 degrees or higher. When applications take place between 40 and 65 degrees, the material shall be set and/or cured in no more than 25 minutes.

During the cure time period, no vehicles are allowed to drive on the masking material. Coordination between the Engineer, Contractor, Sub-Contractors, and inspectors is essential to make sure no one drives on the material during its cure time period, as this will affect the performance of the masking.

## C) Surface Preparation

- i) Asphalt- The existing pavement surface shall be swept clean and prepared in accordance with the Manufacturer's recommendations to receive the Work Zone Traffic Pattern Masking material. In addition, the existing markings to be concealed shall be machine broomed, or other scarification method, as directed by the Manufacturer to remove any

# TC-11

I-5823

Davie County

loose or flaking pavement marking material, as well as raised glass beads remaining in the existing markings.

ii) Concrete- The *existing* concrete surface shall be swept clean and prepared in accordance with the Manufacturer's recommendations to receive the Work Zone Traffic Pattern Masking material. In addition, the existing markings to be concealed shall be machine broomed, or other scarification method, as directed by the Manufacturer to remove any loose or flaking pavement marking material, as well as raised glass beads remaining in the existing markings.

**NOTE: For newly placed concrete pavements, newly installed concrete bridge decks or existing concrete pavements that do not receive a surface treatment, Work Zone Traffic Pattern Masking Material shall not be placed. The conflicting pavement marking lines shall be removed by water blasting methods only.**

## D) Temperature and Weather Limitations

Do not apply Work Zone Traffic Pattern Masking material unless the ambient air temperature and the pavement temperature is 40°F or higher. Do not install unless the pavement surface is completely dry and not within 4 hours of a significant rain event such as a thunderstorm with rainfall intensities greater than 1 inch/per hour. Always follow the Manufacturer's recommendations for placement during periods of excessive humidity.

## Maintenance

There should be no required maintenance of the Work Zone Traffic Pattern Masking material. Replace any Work Zone Traffic Pattern Masking material that prematurely fails to keep pavement markings masked/concealed for the full 12 month duration.

Any traffic control or material costs due to replacement will be at no cost to the Department, unless it is due to excessive damage caused by snowplow operations.

## Measurement and Payment

Work Zone Traffic Pattern Masking material will be measured and paid by the square foot. The quantity of material to be paid is calculated by multiplying the length by the width of the masking installed to conceal all edgelines, skip lines, lane lines, and gore lines **plus** product of multiplying the length by the width of all lanes masked by each work zone traffic pattern change.

## Pay Item

Work Zone Traffic Pattern Masking

## Pay Unit

Square Foot

# TC-12

I-5823

Davie County

## **WORK ZONE PERFORMANCE PAVEMENT MARKINGS:**

(10/08/2016)

(Rev. 10/9/18)

### **Description**

Furnish and install Work Zone Performance pavement markings that delineate the travel way for work zone traffic patterns on interstates and freeways along with the ramps and loops. They may also be used on roadways with significant alterations of traffic patterns. The purpose of Work Zone Performance pavement marking is to provide a more durable work zone pavement marking that lasts the full duration of a traffic pattern without requiring replacement or reapplication for a period of up to 12 months. Work Zone Performance pavement markings shall also provide a higher performance level in terms of retroreflectivity throughout the required 12 month duration than standard traffic paints to improve nighttime work zone visibility.

### **Materials**

#### A) General

Use materials in accordance with the Manufacturer's recommendations that will retain both durability and a minimum retroreflectivity as described elsewhere in this RFP for a period of at least 12 months.

The Work Zone Performance pavement markings shall be manufactured to bond successfully to both concrete and asphalt pavements. The following are approved materials to be used for Work Zone Performance pavement markings:

- Polyurea
- Thermoplastic (Extruded and Sprayed)
- Epoxy
- Polymer (Single System)
- Cold Applied Plastic (Type IV)

#### B) Material Qualifications/Certifications

Use Work Zone Performance pavement marking materials, as listed above, which are on the NCDOT Approved Products List at the time of installation.

In accordance with Article 106-3, and Section 1087-4 of the 2018 NCDOT Standard Specifications for Roads and Structures, provide a Type 3 Material Certification for all materials and a Type 3 and Type 4 certification for all reflective media.

#### (C) Performance

# TC-13

I-5823

Davie County

Poor performance of a Work Zone Performance pavement marking material at any site, whether or not related to a specific contract, may be grounds for removing the material from any project under contract and the NCDOT Approved Products List.

## Construction Methods

Do not use hand applied methods or any other non-truck mounted application equipment /device to install Work Zone Performance pavement markings for applications longer than 1000 feet.

All Work Zone Performance pavement markings are to be installed in a single application.

Multiple passes are not allowed.

“No track” dry times shall be 10 minutes or less. Traffic shall not be placed on any material until it’s sufficiently dry/cured to eliminate wheel tracking.

### A) Testing Procedures

All Work Zone Performance pavement marking installations will be tested by the Department through an independent Mobile Retroreflective Contractor. The Work Zone Performance pavement markings will be scanned to ensure the retroreflectivity requirements in Section C below are met.

### B) Application Equipment

Application equipment shall be in accordance with Section 1205 of the 2018 NCDOT Standard Specifications for Roads and Structures.

### C) Material Application

The Work Zone Performance pavement marking material shall be applied at the following minimum thicknesses:

Polyurea =	20 mils wet
Epoxy =	20 mils wet
Thermoplastic =	50 mils (Extruded or Sprayed)
Polymer =	20 mils wet
Cold Applied Plastic (IV) =	Manufacturer’s recommendation

The Work Zone Performance pavement marking line widths for interstates and freeways shall be as follows:

Edge lines, Solid Lane Lines, Skip and Mini-Skip Lines =	6”
Gorelines =	12”

# TC-14

I-5823

Davie County

All other facilities shall utilize 4" line widths.

## D) Retroreflectivity Requirements

### **Retroreflectivity Requirements for Work Zone Performance Pavement Markings**

<b>Color</b>	<b>Initial</b>	<b>6 Months</b>	<b>12 Months</b>
White	375 mcd/lux/m <sup>2</sup>	275 mcd/lux/m <sup>2</sup>	150 mcd/lux/m <sup>2</sup>
Yellow	250 mcd/lux/m <sup>2</sup>	150 mcd/lux/m <sup>2</sup>	100 mcd/lux/m <sup>2</sup>

The minimum level of retroreflectivity for any Work Zone Performance pavement marking system selected shall meet the initial requirements in the chart above. In addition, the Work Zone Performance pavement markings shall maintain the corresponding retroreflectivity requirements for a period of up to 12 months.

The Contractor shall notify the Engineer a minimum of 7-10 days prior to the installation of Work Zone Performance pavement markings.

The Department will measure initial retroreflectivity within 30 days after placement to ensure compliance with the initial retroreflectivity levels in the chart above.

If the markings appear to be non-performing, the Engineer may request additional retroreflectivity readings. If measured and found to be noncompliant, the Contractor shall replace the Work Zone Performance pavement markings at no cost to the Department. Non-compliant retroreflectivity occurs when the average readings for the project are more than 15% below the requirements in the chart. Pay deductions are appropriate for deficiencies up to the 15% level.

If the Work Zone Performance pavement markings need to remain in place longer than 12 months, the markings are to be scanned by the Mobile Retroreflective Contractor to determine if they are meeting the minimum retroreflectivity levels. If they remain at or above these levels, the Work Zone Performance pavement markings may remain in place. If not, they shall be replaced by the Contractor within 15 days of the 12 month duration and compensation will be made at the contract unit price.

If and when this becomes necessary, the same notification procedure as described above shall be used to have the Work Zone Performance pavement markings scanned for the required retroreflectivity.

## E) Snowplow Damage



# TC-15

I-5823

Davie County

All Work Zone Performance pavement markings shall be durable enough to withstand a single snow event requiring snow plowing without showing excessive fatigue in either bonding or retroreflectivity.

The Contractor shall replace the Work Zone Performance pavement markings if a single snowplow occurrence results in more than 25% of the pavement marking edgelines or skips being physically removed and/or the Work Zone Performance pavement markings do not meet the following minimum retroreflectivity values:

### **Retroreflective Requirements for Work Zone Performance Pavement Markings after a Single Snowplow Occurrence**

<b>Color</b>	<b>MINIMUM</b>
White	150 mcd/lux/m <sup>2</sup>
Yellow	100 mcd/lux/m <sup>2</sup>

Unless the temporary traffic pattern is to be modified within 30 days, the Contractor shall replace all non-compliant Work Zone Performance pavement markings within 30 days of determining they are non-compliant.

If the work zone experiences more than one snow event requiring snow plowing, the retroreflectivity values in the chart above will no longer apply. The Engineer will determine if the pavement markings are performing adequately and/or if replacement is necessary due to excessive damage caused solely by snowplow activities.

If the Work Zone Performance pavement markings are found to be deficient, they shall be replaced. In such case, compensation will be made at the contract unit price. Unless the temporary traffic pattern is to be modified within 30 days, the Contractor shall replace all Work Zone Performance pavement markings damaged due to multiple snowplow events within 30 days.

#### **F) Surface Preparation**

Prior to installation, all pavement surfaces to receive Work Zone Performance pavement markings shall be swept clean and prepared in accordance with the Manufacturer's recommendation.

#### **G) Temperature and Weather Limitations**

Work Zone Performance pavement markings shall only be applied unless the ambient air temperature and the pavement temperature is 50°F or higher for thermoplastic and is 40°F or higher for all other materials. Do not install unless the pavement surface is completely dry and

# TC-16

I-5823

Davie County

not within 4 hours of a heavy rain event such as a thunderstorm with rainfall intensities greater than 1 inch/per hour.

In the event a traffic shift has to take place when the air and pavement temperatures are below the required minimums or if a rain event occurs prior to or during a planned traffic shift, upon approval by the Engineer, an acceptable alternative is to install temporary pavement markings. Use 1 application of standard traffic paint to produce a 4" line at 15 mils (wet). Beads shall also be applied to provide proper retroreflectivity until the performance material can be installed. NCDOT will provide compensation for the 4", 15 mil temporary paint. The Work Zone Performance pavement markings shall be applied within 90 days of installation of the temporary pavement markings.

## **Maintenance**

Replace any Work Zone Performance pavement material that prematurely fails due to debonding or excessive wearing where it doesn't maintain its retroreflectivity for the required 12 month duration. Any traffic control and Work Zone Performance pavement marking costs due to replacement is at no cost to the Department unless it's due to excessive damage caused by snowplow damage.

## **Measurement and Payment**

Work Zone Performance pavement marking lines will be measured and paid by the linear foot that's satisfactorily placed and accepted by the Engineer. The quantity of Work Zone Performance pavement marking-solid lines, will be the summation of the linear feet of solid line measured end-to-end of the line. The quantity of skip or broken lines will be the summation of the linear feet derived by multiplying the nominal length of a line by the number of broken lines satisfactorily placed.

Work Zone Performance Pavement Marking *Symbols* will be measured as the actual number of pavement marking symbols satisfactorily placed and accepted by the Engineer. Payment for Work Zone Performance Pavement Marking *Symbols* will be made at the same contract unit price used for the Pavement Marking Symbol pay items used on the final wearing surface.

Work Zone Performance Pavement Marking *Characters* will be measured as the actual number of pavement marking characters satisfactorily placed and accepted by the Engineer. A character is considered to be one letter or one number of a word message. Payment for Work Zone Performance Pavement Marking *Characters* will be made at the same contract unit price used for the Pavement Marking Character pay item used on the final wearing surface.

Payment will be made under:

# TC-17

I-5823

Davie County

## Pay Item

Work Zone Performance Pavement Marking Lines, 4"  
Work Zone Performance Pavement Marking Lines, 6"  
Work Zone Performance Pavement Marking Lines, 12"

## Pay Unit

Linear Foot  
Linear Foot  
Linear Foot

# TC-18

I-5823

Davie County

## **HIGH VISIBILITY DEVICES:**

(5/10/18)

### **Description**

Furnish and install High Visibility devices for projects on Interstates and Freeways with durations of 24 months or more. High Visibility devices include drums, stationary work zone signs and portable work zone signs. All of these devices shall be new. Used devices are not acceptable.

The purpose of High Visibility devices is to enhance the conspicuity of the devices in order to improve both safety and mobility through the Interstate and Freeway work zones. In addition, using new devices help to ensure they remain in compliance with required retroreflective properties for the full life of the project and to improve the overall appearance of Significant Work Zones throughout the State.

### **Materials**

#### A) General

Use materials in accordance with the Manufacturer's recommendations that will retain both durability and retroreflectivity as described elsewhere in this specification for a period of at least 36 months.

The following are required High Visibility devices to be used for Work Zone Performance applications.

- Drums (Type XI fluorescent orange sheeting)
- Stationary Work Zone Signs
- Rigid Portable Work Zone Signs

All drums shall be new and meet the existing requirements of Section 1089-5 of the North Carolina Standard Specifications for Roads and Structures and shall have Type XI fluorescent orange sheeting that meets the retroreflective requirements of Section 1092-2.

All stationary work zone signs shall be new and meet the existing requirements of Section 1089-1. Legend overlays are prohibited and shall not be accepted on the Interstate/Freeway or associated intersecting roadways.

All portable work zone signs shall be new and have composite substrates as described in Section 1089-1. The remainder of the existing requirements of Section 1089-1 remain. Used sign stands are acceptable.

#### B) Material Qualifications/Certifications

# TC-19

I-5823

Davie County

Only use materials as listed above that are on the NCDOT Approved Products List. In addition, provide a Type 3 Material Certification for all materials in accordance with Section 106-3 and Section 1087-4.

## (C) Performance

Poor performance of any device or sign at any site, whether or not related to a specific contract may be grounds for removing the material from the NCDOT Approved Products List and/or removing from any project under contract.

## Construction Methods

All requirements of Section 1110-3 and Section 1130-3 shall apply except roll up signs are not permitted for use.

The use of skinny drums are prohibited for any nighttime lane closures on Interstates and Freeways.

## Maintenance

Replace any sign or drum that prematurely fails due to any damage or defect that causes it to perform unsatisfactorily with an “in kind” device of similar quality and age according to the guidelines set forth in the American Traffic Safety Service Association’s (ATSSA) Quality Guidelines for Work Zone Traffic Control Devices. An “in kind” replacement sign or drum is not required to be new, however, it shall be less than 1 year old and have 100% of its original sheeting area and at least 85% of the retroreflective qualities of a new device, so that it is undetectable adjacent to the original devices and signs placed on the project.

## Measurement and Payment

*High Visibility Drums* will be measured and paid as the maximum number of drums placed and in use at any one time during the life of the project.

*High Visibility Stationary Signs* will be measured as the actual number of square feet satisfactorily installed at each location and accepted by the Engineer. Where a particular sign is used at more than one location, measurement will be made at each location.

*High Visibility Work Zone Signs* will be measured and paid as the actual number of square feet satisfactorily installed and accepted by the Engineer. Payment will be made for the initial installation only. Relocation of signs, will incidental the measurement of the quantity of signs.

# TC-20

I-5823

Davie County

No direct payment will be made for stationary work zone sign supports or portable work zone sign stands. All stationary work zone sign support or portable work zone sign stands will be incidental to the work of providing work zone signs.

Payment will be made under:

**Pay Item:**

High Visibility Drums  
High Visibility Stationary Signs  
High Visibility Portable Signs

**Pay Unit**

Each  
Square Foot  
Square Foot

## **PORTABLE QUEUE WARNING SYSTEM:**

(10/29/2018)

### **Description**

Provide, install, relocate, operate, maintain, and remove an automated, stand-alone, real-time Portable Queue Warning System meeting the requirements noted herein, for the duration of the project.

A Portable Queue Warning System is a group of devices that work together using software to automatically detect traffic conditions and respond using preprogrammed response algorithms. The purpose of this system is to provide advance notification to motorists of traffic queues in advance of long-term lane closures in order to reduce the likelihood of high-speed crashes.

The Portable Queue Warning System shall detect the presence of a lane closure and slow/stopped traffic queues that develop in advance of the lane closure and display lane closure or slowed/stopped traffic messages to the integrated message boards.

### **Materials and System Operational Requirements**

#### **A. General**

These specifications cover the general operational requirements for the Portable Queue Warning System. The Portable Queue Warning System shall be positioned at locations indicated in the contract or designated by the Engineer.

Provide physical and electronic/software protections for all components of the system and processes pertaining thereto prevent access by unauthorized parties.

Provide the following for this project:

- Customized website integrated with each Portable Queue Warning System for NCDOT and project partners.
- Traffic Management Software capable of analyzing data and accurately supplying the indicated information.

Provide the following equipment for each Portable Queue Warning System:

- 8 Traffic Speed Sensors
- 4 Portable Changeable Message Signs
- Communication equipment for all above devices to include all components and communication methods necessary to allow each device to send and receive data to and from the website and Traffic Management Software.
- Integration equipment to receive lane closure status from Connected Lane Closure Devices (see separate Special Provision).

#### **B. Documentation**

# TC-22

I-5823

Davie County

Provide a set of complete specifications and literature on the selected Portable Queue Warning System. Address all the requirements of the Contract Documents in the submittal. Provide documents for each device containing all information necessary to determine product specification compliance. Provide the detailed security plan and protocol used to protect data and communications of the Portable Queue Warning System to the Engineer for approval at least 10 days prior to the delivery of the Portable Queue Warning System. This plan includes physical locking mechanisms where the locks are unique for this Portable Queue Warning System (a key to be provided to NCDOT), password handling techniques, and limited static IPs for remote access to equipment.

## C. Power Source

Provide power for devices for continuous operation, as defined in the section Malfunions, Maintenance, and Inspection below. All utility hookups, solar panels, batteries and other power sources are incidental.

## D. Installation

Locate and aim the devices to ensure data accuracy. Coordinate installation locations and details with the Engineer prior to installation.

## E. Traffic Sensors

Provide sensors to withstand, without deterioration, inclement weather and visibility conditions including sunlight, light precipitation, temperature, light, fog, darkness, excessive dust and road debris.

Provide sensors which:

- Collect and report individual vehicle data;
- Collect and report data on a per lane basis;
- Collect speed, volume, and lane occupancy data, for the required direction(s) of traffic; and
- Communicate data to the Traffic Management Software at least once per minute.

Install and maintain sensors to continuously detect all public traffic on eastbound and westbound I-40. Configure sensors to allow active and inactive collection zones, so that construction traffic is differentiated from public traffic. At a minimum, detect speed, volume, and occupancy levels in each lane, each minute. Summarize data in 5 minute bins for data storage and transfer. Do not block or shield critical locations from the sensor. Test each sensor and re-test as needed to confirm the accuracy of the data reported.

Collect and report data to the Traffic Management Software which meets the following requirements at any given time during testing and operation:

- Per direction volume accuracy: greater than 90%;
- Per lane volume accuracy: greater than 90%; and
- Per direction average speed accuracy: greater than 90%.



## F. Portable Changeable Message Signs (PCMS)

Provide and maintain Portable Changeable Message Signs (PCMS) capable of displaying the traffic queue length and travel time advisories to motorists. Provide PCMS that meet or exceed the material and functional requirements as described in the Contract Documents. The PCMS shall be capable of communicating wirelessly with and being controlled by the Traffic Management Software. Provide signs which display messages and log the date, time and text of the messages when being controlled by the Traffic Management Software.

No more than 1 pixel illumination failure on the board shall be allowed at any given time during testing and operation. Continuously monitor PCMS status. Include in the monitoring procedure an evaluation of power levels, communication connections, and the number of unlit pixels. Also, use a human observer periodically to document that the correct message is displayed with the correct date and time.

## G. Traffic Management Software (Software)

The software has two main functions: Queue Warning and Lane Closure Notification. Use software that meets or exceeds the following requirements for each function:

### *Queue Warning*

The intent of the Queue Warning function is to detect traffic congestion and queue formation and notify approaching drivers of the conditions. Queue Warning is the most critical function of the system. Continuously monitor traffic and report the required operational characteristics to the software each minute. Use a combination of real-time speed and percent lane occupancy information reported by traffic sensors, compared with configurable thresholds, to initiate a slow, stopped, or late merge message. Display configurable messages on the PCMS located upstream of sensors that detect changes in speed and lane occupancy in such a way that approaching drivers see a slow message before a stopped message, and a stopped message before a late merge message. Include accurate distance until the condition in the slow and stopped messages, and round distances to the nearest ½ mile. Message examples include “SLOW TRAFFIC 2 MILES/PREPARE TO SLOW,” “STOPPED TRAFFIC 1 MILE/PREPARE TO STOP,” and “USE BOTH LANES/TO MERGE POINT.” Configure Queue Warning messages to override all other messages on a PCMS. Send communication to project personnel when traffic conditions violate predetermined thresholds. Data collected by the portable queue warning system will be owned by NCDOT and must be in a file format compatible with the STOC’s operating platform.

Include human observation in the monitoring procedure to document posted messages and times during an actual event. Compare those messages with the information available from the software. Complete software monitoring as needed and when requested by the Engineer.

### *Lane Closure Notification*

The intent of the lane closure notification function is to detect active lane closures when no queues are present and notify approaching drivers of the conditions. Lane closure notification is the secondary function and serves as the default function when Queue Warning is inactive. Use the flashing arrow board status from connected lane closure devices and known distance information to provide messages such as “RIGHT LANE CLOSED/3 MILES AHEAD.”

When no lane closures are in place and no queues are present, each PCMS shall display an otherwise blank screen with a flashing dot in a lower corner to indicate that the system is operating correctly.

Include human observation in the monitoring procedure to document posted messages when a Queue Warning event is not occurring.

### *Reporting and Operational Requirements*

Communicate with and/or control all of the devices belonging to the Portable Queue Warning System. Poll the sensors and PCMS a minimum of once per minute. Collect from each device, as applicable, and store in configurable bins the following data: device name and location, 50th percentile and 85th percentile speeds, volume, lane occupancy, message sign history, as well as battery status and communication status. Make historical data available to NCDOT staff at all times for the duration of work zone activity. Provide an electronic copy of all data, including date and duration of system malfunctions, to NCDOT staff after all work zone activity is completed and the Portable Queue Warning System has been removed.

### H. Website

The purpose of the website is to be a real time traffic operations dashboard showing current traffic conditions, real time speeds, and posted messages to the nearest minute. Display a full color map of the project area, using Google Maps or equivalent, which shows roadways impacted by project activities and for which data is being collected. Display current average speed at each traffic sensor for which data is available. Display a representation of each device in its approximate location, relative to the roadway and other nearby features, and indicate the operational status of each device. Display the messages posted on the message signs. Refresh information at least once per minute. In the event devices are moved to a new location in the field, automatically reflect these changes to the system layout on the website.

### I. Traffic Control Devices

Provide traffic control devices as needed to set up, operate, maintain and tear down Portable Queue Warning System as shown in the Contract Documents. Coordinate device placement with other Contractors as needed to meet or exceed placement requirements in the Contract Documents.

### J. Malfunctions, Maintenance, and Inspection

Operate the Portable Queue Warning System, including all components listed above, continuously (24 hours per day, 7 days per week) when deployed on the project, until project completion.

Continuously operate the Portable Queue Warning System with no major malfunctions throughout the entire contract. Malfunctions include, but are not limited to; the inability of the equipment to provide accurate, real-time traffic data, inability of the equipment to determine lane closure status from connected lane closure devices; inability to withstand a construction roadside environment or normal weather conditions; or interference from construction equipment. Monitor and inspect equipment and data, and on a regular basis to avoid malfunctions. Upon discovery or notification of malfunction, make all necessary corrections to the components of the system such that system malfunctions are corrected within a 24-hour period through repair or replacement of the

equipment. Components include sensors, message signs, communications equipment and all hardware and software required to place the real time information on the devices to operate according to Contract Documents.

It is the responsibility of the Contractor to detect data malfunctions. Monitor, inspect, and maintain sensors so that malfunctions in data collection can be detected as soon as possible. Causes of malfunction may include high winds, shifting earth beneath or around the device, or interference by construction equipment. Monitoring, at a minimum, includes evaluation and documentation of power levels, communication connections, and accuracy of data provided to the Traffic Management Software. Monitoring data accuracy may include re-calibration and aiming of the device or retesting accuracy using human observers. Monitor as needed and when requested by the Engineer.

## K. Complete and Operational System

Direct and indirect costs associated with operating the Portable Queue Warning System are incidental to this bid item and may include FCC licensing, cellular communication, wireless data networks, satellite and internet subscription charges, solar power system support and battery charging and maintenance.

## **Construction Methods**

### A. System Manager

Provide one person, available 24 hours per day, as the System Manager for the Portable Queue Warning System. Provide this person's 24-hour contact information to the Engineer. Provide a system manager who is locally available to supervise, monitor, and maintain the system components including the website, relocate devices as necessary, and respond to emergencies.

### B. Portable Queue Warning System Deployment

Deliver all of the required devices to the place and time designated by the Engineer and confirm they are in good condition and in working order. Each PCMS shall be in new condition when delivered to the project site. Coordinate with the Engineer to determine final sensor locations, then deploy and install sensors. Complete stand-alone tests, system operational tests, final deployment, and system initiation prior to impacting traffic.

### *Stand-alone Testing*

Conduct stand-alone tests of each device. Test sensors from their installed locations. PCMS may be tested in other locations. Turn all PCMS away from traffic during testing.

Complete a stand-alone test for each PCMS prior to installation, and to verify that the unit operates as specified. Include in the stand-alone test procedure tests for the following functions:

- Turning the sign on and off;
- Displaying and removing a test message;
- Counting pixels not illuminated (no more than 1 malfunctioning pixel);
- Checking message logs for accuracy; and
- Measuring sign legibility and visibility.

If a unit fails to pass the stand-alone test, repair or replace the unit, and repeat the test until successful.

### *System Operational Testing*

Provide a System Operational Testing Plan to the Engineer for approval, at least 7 days prior to beginning testing. The Plan shall detail a five-day operational test procedure of the System Operational Requirements. Include in the plan procedures operation of the software using real time information from sensors already tested and installed and tested signs located in an off-project location. Begin testing 14 days prior to implementation to verify the system operates in a fully functional manner and as described. After the system is tested and approved for use on the project, collect baseline traffic data for a minimum of 10 days prior to any modification to traffic operations.

Provide complete operations support from the Software supplier during the operational test, if applicable. Provide verification that the reported drive times, speeds, and volumes through the work zone accurately reflect actual field conditions. Use a human observer to monitor and document the posted messages. Post test messages two times per day during the test period to verify functionality and communications and verification that proper messages are being posted to the PCMS. If any equipment malfunctions occur for a combined period of two hours or more during the operational test on any day, restart the five-day test and no credit will be given for that day of the operational test period.

The Contractor shall be responsible for replacing all defective equipment at no additional cost to the Department.

Indicate the date and time of any activity necessary to maintain operation of the Portable Queue Warning System during the operational test period. Include in each entry, at a minimum, the following information:

- A description of the malfunction;
- Identity of the malfunctioning equipment;
- Cause of equipment malfunction (if known);
- A description of the type of work performed; and
- Time and date of repair completion.

Once the operational test report is received and approved by the Engineer, the Portable Queue Warning System will be considered operational, and the system will be accepted for use.

### **Measurement and Payment**

*Portable Queue Warning System Deployment* will be measured and paid on a Lump Sum basis completion of the first Portable Queue Warning System being delivered to the job, installed, tested, and found to be fully operational.

# TC-27

I-5823

Davie County

*Portable Queue Warning System* will be measured and paid on a daily basis for each satisfactorily installed portable queue warning system, including all necessary labor, equipment, materials, communications, licensing, and software to maintain operation of the system. Each portable queue warning system is expected to operate continuously (24 hours per day, 7 days per week) with no major malfunctions until project completion, or until otherwise directed by the Engineer. Monitor and maintain the system according to the Malfunctions, Maintenance, and Inspection section above.

In the event of a system or data malfunction, payment will be made for the first day of the malfunction. If the malfunctioning portable queue warning system is not completely operational at the end of 24 hours, additional payment will not be made until the system's operation is fully restored.

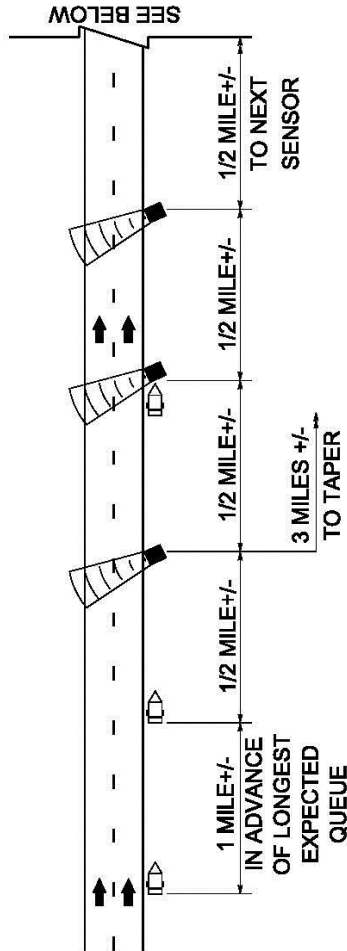
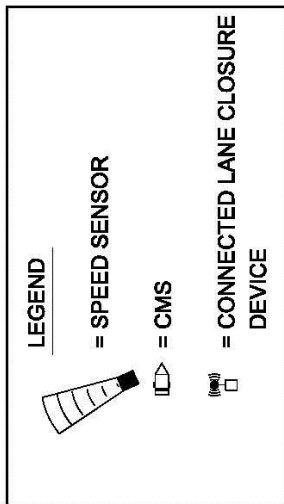
**Pay Item**

Portable Queue Warning System Deployment  
Portable Queue Warning System

**Pay Unit**

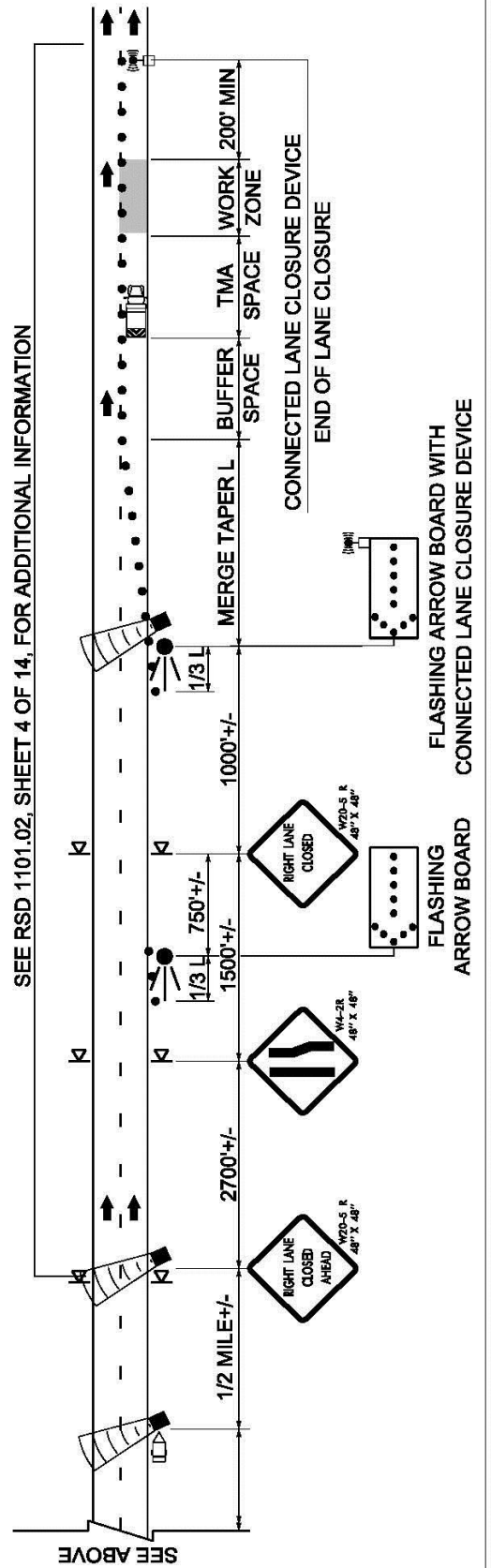
Lump Sum  
Day

## PORTABLE QUEUE DETECTION SYSTEM



CHANGABLE MESSAGE SIGN DISPLAY	
CONDITION A NO LANE CLOSURES FREE FLOW SPEEDS	(DARK)  (STATUS INDICATOR)
CONDITION B LANE CLOSURE FREE FLOW SPEEDS	RIGHT LANE CLOSED  X MILES AHEAD
CONDITION C SPEEDS 25-45MPH SENSOR TRIGGERS ALL CMS	SLOW TRAFFIC X MILES  PREPARE TO SLOW
CONDITION D WHEN SPEEDS < 25MPH SENSOR TRIGGERS ALL CMS	STOPPED TRAFFIC X MILES  PREPARE TO STOP
CONDITION E ONLY FOR CMS WITHIN LIMITS OF TRAFFIC QUEUE CMS IN ADVANCE OF QUEUE STAY IN CONDITION D	USE BOTH LANES  TO MERGE POINT

SEE RSD 1101.02, SHEET 4 OF 14, FOR ADDITIONAL INFORMATION



## **CONNECTED LANE CLOSURE DEVICES:**

(10/29/2018)

### **Description**

Furnish, install, operate, maintain, relocate, and remove connected lane closure devices for use on Interstate and Freeway lane closures. The connected lane closure devices shall transmit the location of the lane closure to navigational companies such as WAZE, Google Maps, Inrix, Here, TrafficCast, TomTom, Apple Maps, Panasonic, the Statewide Transportation Operations Center, (STOC), and any other navigational companies that requests it. A connected lane closure device shall be installed on the flashing arrow board identifying the beginning of a lane closure, and another connected lane closure device shall be installed on a crashworthy traffic control device (such as a drum) at the end of the same lane closure.

### **Materials**

The connected lane closure devices shall be designed and built to transmit the location of the lane closure to the navigational companies as well as the STOC. The format of the information received by each of these shall be approved by each entity, and at minimum, consist of an XML file. The connected lane closure devices shall be capable of obtaining wireless communication by either cellular or satellite technology.

The initial connected device shall be designed and attached to the flashing arrow board in such a manner that it is only activated when either the left or right arrows are displayed, not when the flashing arrow board is operated in caution mode. When the lane closure is removed, and the flashing arrow board turned off or changed to caution mode, the connected device shall automatically turn off simultaneously.

The second connected device in a lane closure shall be installed on a crashworthy traffic control device. It shall have an easily accessible power switch and a small status indicator light mounted such that it is visible when passing by in a vehicle at operating speed. When switched to the ON position, the light shall indicate that device has established communication and is transmitting. The light may be either steady burn or flashing and shall not exceed one (1) inch in diameter. The devices shall have battery life sufficient to maintain operation for the duration of the lane closure, or have the ability to be recharged without deactivating the device.

### **Construction Methods**

Connected lane closure devices shall be used on all lane closures on freeways and interstates throughout the project.

Two connected lane closure devices shall be installed per grouping of lane closures (single, double, or triple); one attached and wired into the flashing arrow board at the beginning of the first taper, and the other at the last traffic control device at the end of the lane closure(s).

# TC-30

I-5823

Davie County

Supplemental flashing arrow boards in advance of the first lane closure taper or flashing arrow boards in subsequent lane closures (for double and triple lane closures) shall not have connected devices. Subsequent lane closures occurring downstream of where all lanes have been reopened and lane closures in the opposite direction of travel will require additional connected devices.

The second connected lane closure device shall be manually turned ON and OFF by crews installing and removing the lane closure, unless the device can be controlled by the initial connected device. The unit shall be turned on immediately upon installation of the lane closure and turned off immediately upon removal of the lane closure.

Once installed, the Contractor shall verify that the connected lane closure devices are transmitting information prior to leaving the device unattended and re-verify transmission every 72 hours for long-term installations.

## **Technical Requirements**

The connected devices shall be run continuously during any active lane closures for the length of the contract.

The GPS within the connected devices shall have a horizontal accuracy of 50 feet, 95% of the time.

The connected device information, including the location, transmission status, and battery status shall be transmitted within five (5) minutes of initiation and updated every fifteen (15) minutes. In addition to transmitting information to the Department, the Contractor shall keep the retain device information for one (1) year after the contract ends. Information shall include timestamps, device name, and GPS location. This information shall be made available to the Department upon request.

The battery voltage shall be collected at least once an hour. The information shall be stored and available for troubleshooting. The system shall transmit an alert if the battery voltage of a device is under a specified threshold.

The connected devices shall emit an audible alert if a device is not transmitting its position for a period of 1 hour.

The outputs from the connected device on the arrow board and the downstream connected device at the end of the lane closure shall be easily identifiable as a single pair, either by sequential device IDs, identical project names, or other method as approved by the Engineer. Additional pairs on the project shall have unique identifiable information such that it is not confused with another project pair.

## **Measurement and Payment**

*Connected Lane Closure Devices* will be measured and paid as the maximum number of connected devices acceptably placed and in use at any one time during the life of the project.



# TC-31

I-5823

Davie County

Each group of lane closures will require two (2) connected lane closure devices; one connected to the flashing arrow board and the other on a crashworthy device at the downstream end of the lane closure. No payment will be made for either device unless both devices are satisfactorily installed.

The price for each connected lane closure device will cover all material, labor, maintenance, relocation, removal, and communication costs required for the duration of the project.

Flashing Arrow Boards will be measured and paid in accordance with Section 1115.

Crashworthy devices (such as drums) used to mount the downstream connected lane closure device shall be considered be incidental.

**Pay Item**

Connected Lane Closure Device

**Pay Unit**

Each

**Project Special Provisions  
Erosion Control**

**STABILIZATION REQUIREMENTS:**

(3-11-2016)

Stabilization for this project shall comply with the time frame guidelines as specified by the NCG-010000 general construction permit effective August 1, 2016 issued by the North Carolina Department of Environmental Quality Division of Water Resources. Temporary or permanent ground cover stabilization shall occur within 7 calendar days from the last land-disturbing activity, with the following exceptions in which temporary or permanent ground cover shall be provided in 14 calendar days from the last land-disturbing activity:

- Slopes between 2:1 and 3:1, with a slope length of 10 ft. or less
- Slopes 3:1 or flatter, with a slope of length of 50 ft. or less
- Slopes 4:1 or flatter

The stabilization timeframe for High Quality Water (HQW) Zones shall be 7 calendar days with no exceptions for slope grades or lengths. High Quality Water Zones (HQW) Zones are defined by North Carolina Administrative Code 15A NCAC 04A.0105 (25). Temporary and permanent ground cover stabilization shall be achieved in accordance with the provisions in this contract and as directed.

**SEEDING AND MULCHING:**

**(West)**

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

**Shoulder and Median Areas**

**August 1 - June 1**

20# Kentucky Bluegrass  
75# Hard Fescue  
25# Rye Grain  
500# Fertilizer  
4000# Limestone

**May 1 - September 1**

20# Kentucky Bluegrass  
75# Hard Fescue  
10# German or Browntop Millet  
500# Fertilizer  
4000# Limestone

**Areas Beyond the Mowing Pattern, Waste and Borrow Areas:**

**August 1 - June 1**

100# Tall Fescue  
15# Kentucky Bluegrass  
30# Hard Fescue  
25# Rye Grain  
500# Fertilizer  
4000# Limestone

**May 1 - September 1**

100# Tall Fescue  
15# Kentucky Bluegrass  
30# Hard Fescue  
10# German or Browntop Millet  
500# Fertilizer  
4000# Limestone

## Approved Tall Fescue Cultivars

06 Dust	Escalade	Justice	Serengeti
2 <sup>nd</sup> Millennium	Essential	Kalahari	Shelby
3 <sup>rd</sup> Millennium	Evergreen 2	Kitty Hawk 2000	Sheridan
Apache III	Falcon IV	Legitimate	Signia
Avenger	Falcon NG	Lexington	Silver Hawk
Barlexas	Falcon V	LSD	Sliverstar
Barlexas II	Faith	Magellan	Shenandoah Elite
Bar Fa	Fat Cat	Matador	Sidewinder
Barrera	Festnova	Millennium SRP	Skyline
Barrington	Fidelity	Monet	Solara
Barrobusto	Finelawn Elite	Mustang 4	Southern Choice II
Barvado	Finelawn Xpress	Ninja 2	Speedway
Biltmore	Finesse II	Ol' Glory	Spyder LS
Bingo	Firebird	Olympic Gold	Sunset Gold
Bizem	Firecracker LS	Padre	Tacoca
Blackwatch	Firenza	Patagonia	Tanzania
Blade Runner II	Five Point	Pedigree	Trio
Bonsai	Focus	Picasso	Tahoe II
Braveheart	Forte	Piedmont	Talladega
Bravo	Garrison	Plantation	Tarheel
Bullseye	Gazelle II	Proseeds 5301	Terrano
Cannavaro	Gold Medallion	Prospect	Titan ltd
Catalyst	Grande 3	Pure Gold	Titanium LS
Cayenne	Greenbrooks	Quest	Tracer
Cessane Rz	Greenkeeper	Raptor II	Traverse SRP
Chipper	Gremlin	Rebel Exeda	Tulsa Time
Cochise IV	Greystone	Rebel Sentry	Turbo
Constitution	Guardian 21	Rebel IV	Turbo RZ
Corgi	Guardian 41	Regiment II	Tuxedo RZ
Corona	Hemi	Regenerate	Ultimate
Coyote	Honky Tonk	Rendition	Venture
Darlington	Hot Rod	Rhambler 2 SRP	Umbrella
Davinci	Hunter	Rembrandt	Van Gogh
Desire	Inferno	Reunion	Watchdog
Dominion	Innovator	Riverside	Wolfpack II
Dynamic	Integrity	RNP	Xtremegreen
Dynasty	Jaguar 3	Rocket	
Endeavor	Jamboree	Scorpion	

## Approved Kentucky Bluegrass Cultivars:

4-Season	Blue Velvet	Gladstone	Quantum Leap
Alexa II	Blueberry	Granite	Rambo
America	Boomerang	Hampton	Rhapsody
Apollo	Brilliant	Harmonie	Rhythm
Arcadia	Cabernet	Impact	Rita
Aries	Champagne	Jefferson	Royce
Armada	Champlain	Juliet	Rubicon
Arrow	Chicago II	Jump Start	Rugby II
Arrowhead	Corsair	Keeneland	Shiraz
Aura	Courtyard	Langara	Showcase
Avid	Delight	Liberator	Skye
Award	Diva	Madison	Solar Eclipse
Awesome	Dynamo	Mercury	Sonoma
Bandera	Eagleton	Midnight	Sorbonne
Barduke	Emblem	Midnight II	Starburst
Barnique	Empire	Moon Shadow	Sudden Impact
Baroness	Envicta	Moonlight SLT	Total Eclipse
Barrister	Everest	Mystere	Touche
Barvette HGT	Everglade	Nu Destiny	Tsunami
Bedazzled	Excursion	NuChicago	Unique
Belissimo	Freedom II	NuGlade	Valor
Bewitched	Freedom III	Odyssey	Voyager II
Beyond	Front Page	Perfection	Washington
Blacksburg II	Futurity	Pinot	Zinfandel
Blackstone	Gaelic	Princeton 105	
Blue Note	Ginney II	Prosperity	

## Approved Hard Fescue Cultivars:

Aurora II	Eureka II	Oxford	Scaldis II
Aurora Gold	Firefly	Reliant II	Spartan II
Berkshire	Granite	Reliant IV	Stonehenge
Bighorn GT	Heron	Rescue 911	
Chariot	Nordic	Rhino	

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

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

**Native Grass Seeding And Mulching**

**(West)**

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

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

**August 1 - June 1**

- 18# Creeping Red Fescue
- 8# Big Bluestem
- 6# Indiangrass
- 4# Switchgrass
- 35# Rye Grain
- 500# Fertilizer
- 4000# Limestone

**May 1 – September 1**

- 18# Creeping Red Fescue
- 8# Big Bluestem
- 6# Indiangrass
- 4# Switchgrass
- 25# German or Browntop Millet
- 500# Fertilizer
- 4000# Limestone

Approved Creeping Red Fescue Cultivars:

- Aberdeen
- Boreal
- Epic
- Cindy Lou

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

Native Grass Seeding and Mulching shall be performed in accordance with Section 1660 of the *Standard Specifications* and vegetative cover sufficient to restrain erosion shall be installed immediately following grade establishment.

**Measurement and Payment**

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

**TEMPORARY SEEDING:**

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

**FERTILIZER TOPDRESSING:**

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

**SUPPLEMENTAL SEEDING:**

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

**MOWING:**

The minimum mowing height on this project shall be six inches.

**RESPONSE FOR EROSION CONTROL:****Description**

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

<b>Section</b>	<b>Erosion Control Item</b>	<b>Unit</b>
1605	Temporary Silt Fence	LF
1606	Special Sediment Control Fence	LF/TON
1615	Temporary Mulching	ACR
1620	Seed - Temporary Seeding	LB
1620	Fertilizer - Temporary Seeding	TN
1631	Matting for Erosion Control	SY
SP	Coir Fiber Mat	SY
1640	Coir Fiber Baffles	LF
SP	Permanent Soil Reinforcement Mat	SY
1660	Seeding and Mulching	ACR
1661	Seed - Repair Seeding	LB

1661	Fertilizer - Repair Seeding	TON
1662	Seed - Supplemental Seeding	LB
1665	Fertilizer Topdressing	TON
SP	Safety/Highly Visible Fencing	LF
SP	Response for Erosion Control	EA

### Construction Methods

Provide an approved subcontractor who performs an erosion control action as described in the NPDES Inspection Form SPPP30. Each erosion control action may include one or more of the above work items.

### Measurement and Payment

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

Payment will be made under:

#### Pay Item

Response for Erosion Control

#### Pay Unit

Each

### MINIMIZE REMOVAL OF VEGETATION:

The Contractor shall minimize removal of vegetation within project limits to the maximum extent practicable. Vegetation along stream banks and adjacent to other jurisdictional resources outside the construction limits shall only be removed upon approval of Engineer. No additional payment will be made for this minimization work.

### STOCKPILE AREAS:

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

### ACCESS AND HAUL ROADS:

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

**WASTE AND BORROW SOURCES:**

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

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

All offsite Staging Areas, Borrow and Waste sites shall be in accordance with "Borrow and Waste Site Reclamation Procedures for Contracted Projects" located at:

[http://www.ncdot.gov/doh/operations/dp\\_chief\\_eng/roadside/fieldops/downloads/Files/ContractedReclamationProcedures.pdf](http://www.ncdot.gov/doh/operations/dp_chief_eng/roadside/fieldops/downloads/Files/ContractedReclamationProcedures.pdf)

All forms and documents referenced in the "Borrow and Waste Site Reclamation Procedures for Contracted Projects" shall be included with the reclamation plans for offsite staging areas, and borrow and waste sites.

**SAFETY FENCE AND JURISDICTIONAL FLAGGING:****Description**

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

Interior boundaries for jurisdictional areas noted above shall be delineated by stakes and highly visible flagging.

Jurisdictional boundaries at staging areas, waste sites, or borrow pits, whether considered outside or interior boundaries shall be delineated by stakes and highly visible flagging.

**Materials****(A) Safety Fencing**

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

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



section. Steel posts shall be at least 5 ft. in length, and have a minimum weight of 0.85 lb/ft of length.

(B) Boundary Flagging

Wooden stakes shall be 4 feet in length with a minimum nominal 3/4" x 1-3/4" cross section. The flagging shall be at least 1" in width. The flagging material shall be vinyl and shall be orange in color and highly visible.

**Construction Methods**

No additional clearing and grubbing is anticipated for the installation of this fence. The fence shall be erected to conform to the general contour of the ground.

(A) Safety Fencing

Posts shall be set at a maximum spacing of 10 ft., maintained in a vertical position and hand set or set with a post driver. Posts shall be installed a minimum of 2 ft. into the ground. If hand set, all backfill material shall be thoroughly tamped. Wood posts may be sharpened to a dull point if power driven. Posts damaged by power driving shall be removed and replaced prior to final acceptance. The tops of all wood posts shall be cut at a 30-degree angle. The wood posts may, at the option of the Contractor, be cut at this angle either before or after the posts are erected.

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

Place construction stakes to establish the location of the safety fence in accordance with Article 105-9 or Article 801-1 of the *Standard Specifications*. No direct pay will be made for the staking of the safety fence. All stakeouts for safety fence shall be considered incidental to the work being paid for as "Construction Surveying", except that where there is no pay item for construction surveying, all safety fence stakeout will be performed by state forces.

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

(B) Boundary Flagging

Boundary flagging delineation of interior boundaries shall consist of wooden stakes on 25 feet maximum intervals with highly visible orange flagging attached. Stakes shall be installed a minimum of 6" into the ground. Interior boundaries may be staked on a tangent that runs parallel to buffer but must not encroach on the buffer at any location. Interior boundaries of hand clearing shall be identified with a different colored flagging to distinguish it from mechanized clearing.

Boundary flagging delineation of interior boundaries will be placed in accordance with Article 105-9 or Article 801-1 of the *Standard Specifications*. No direct pay will be made for delineation of the interior boundaries. This delineation will be considered incidental to the work being paid

for as *Construction Surveying*, except that where there is no pay item or construction surveying the cost of boundary flagging delineation shall be included in the unit prices bid for the various items in the contract. Installation for delineation of all jurisdictional boundaries at staging areas, waste sites, or borrow pits shall consist of wooden stakes on 25 feet maximum intervals with highly visible orange flagging attached. Stakes shall be installed a minimum of 6" into the ground. Additional flagging may be placed on overhanging vegetation to enhance visibility but does not substitute for installation of stakes.

Installation of boundary flagging for delineation of all jurisdictional boundaries at staging areas, waste sites, or borrow pits shall be performed in accordance with Subarticle 230-4(B)(5) or Subarticle 802-2(F) of the *Standard Specifications*. No direct pay will be made for this delineation, as the cost of same shall be included in the unit prices bid for the various items in the contract.

The Contractor shall be required to maintain alternative stakes and highly visible flagging in a satisfactory condition for the duration of the project as determined by the Engineer.

### **Measurement and Payment**

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

Payment will be made under:

#### **Pay Item**

Safety Fence

#### **Pay Unit**

Linear Foot

#### **SILT FENCE COIR FIBER WATTLE BREAK:**

(8-21-12)

1605,1630

### **Description**

Silt fence coir fiber wattle breaks are tubular products consisting of coir fibers (coconut fibers) encased in coir fiber netting and used in conjunction with temporary silt fence at the toe of fills to intercept runoff. Silt fence coir fiber wattle breaks are to be placed at locations shown on the plans or as directed. Installation shall follow the detail provided in the plans and as directed. Work includes furnishing materials, installation, maintenance and removing Silt fence coir fiber wattle breaks.

## Materials

Coir fiber wattle shall meet the following specifications:

100% Coir (Coconut) Fibers	
Minimum Diameter	12"
Minimum Length	10 ft
Minimum Density	3.5 lb/cf $\pm$ 10%
Net Material	Coir Fiber
Net Openings	2" x 2"
Net Strength	90 lb.
Minimum Weight	2.6 lb/ft $\pm$ 10%

Stakes shall be used as anchors. Provide hardwood stakes a minimum of 2-ft long with a 2" x 2" nominal square cross section. One end of the stake shall be sharpened or beveled to facilitate driving down into the underlying soil.

Provide staples made of 0.125" diameter new steel wire formed into a U-shape not less than 12" in length with a throat of 1" in width.

## Construction Methods

Excavate a trench the entire length of each wattle with a depth of 1" to 2" for the wattle to be placed. Secure silt fence coir fiber wattle breaks to the soil by wire staples approximately every linear foot and at the end of each wattle. Install at least 4 stakes on the downslope side of the wattle with a maximum spacing of 2 linear feet and according to the detail. Install at least 2 stakes on the upslope side of the silt fence coir fiber wattle break according to the detail provided in the plans. Drive stakes into the ground at least 10" with no more than 2" projecting from the top of the wattle. Drive stakes at an angle according to the detail provided in the plans.

Install temporary silt fence in accordance with Section 1605 of the *Standard Specifications* and overlap each downslope side of silt fence wattle break by 6".

Maintain the silt fence coir fiber wattle breaks until the project is accepted or until the silt fence coir fiber wattle breaks are removed, and remove and dispose of silt accumulations at the silt fence coir fiber wattle breaks when so directed in accordance with Section 1630 of the *Standard Specifications*.

## Measurement and Payment

*Coir Fiber Wattle* will be measured and paid as the actual number of linear feet of wattles installed and accepted. Such price and payment will be full compensation for all work covered by this provision, including, but not limited to, furnishing all materials, labor, equipment and incidentals necessary to install the silt fence coir fiber wattle break.

Payment will be made under:

**Pay Item**  
Coir Fiber Wattle

**Pay Unit**  
Linear Foot

**IMPERVIOUS DIKE:**

**Description**

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

**Materials**

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

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

**Measurement and Payment**

*Impervious Dike* will be measured and paid as the actual number of linear feet of impervious dike(s) constructed, measured in place from end to end of each separate installation that has been completed and accepted. Such price and payment will be full compensation for all work including but not limited to furnishing materials, construction, maintenance, and removal of the impervious dike.

Payment will be made under:

**Pay Item**  
Impervious Dike

**Pay Unit**  
Linear Foot

**COIR FIBER MAT:**

**Description**

Furnish material, install and maintain coir fiber mat in locations shown on the plans or in locations as directed. Work includes providing all materials, excavating and backfilling, and placing and securing coir fiber mat with stakes, steel reinforcement bars or staples as directed.

**Materials**

<b>Item</b>	<b>Section</b>
Coir Fiber Mat	1060-14

Anchors: Stakes, reinforcement bars, or staples shall be used as anchors.

**Wooden Stakes:**

Provide hardwood stakes 12"- 24" long with a 2" x 2" nominal square cross section. One end of the stake must be sharpened or beveled to facilitate driving through the coir fiber mat and down into the underlying soil. The other end of the stake needs to have a 1"- 2" long head at the top with a 1"- 2" notch following to catch and secure the coir fiber mat.

**Steel Reinforcement Bars:**

Provide uncoated #10 steel reinforcement bars 24" nominal length. The bars shall have a 4" diameter bend at one end with a 4" straight section at the tip to catch and secure the coir fiber mat.

**Staples:**

Provide staples made of 0.125" diameter new steel wire formed into a *u* shape not less than 12" in length with a throat of 1" in width.

**Construction Methods**

Place the coir fiber mat immediately upon final grading. Provide a smooth soil surface free from stones, clods, or debris that will prevent the contact of the mat with the soil. Unroll the mat and apply without stretching such that it will lie smoothly but loosely on the soil surface.

For stream relocation applications, take care to preserve the required line, grade, and cross section of the area covered. Bury the top slope end of each piece of mat in a narrow trench at least 6 in. deep and tamp firmly. Where one roll of matting ends and a second roll begins, overlap the end of the upper roll over the buried end of the second roll so there is a 6 in. overlap. Construct check trenches at least 12 in. deep every 50 ft. longitudinally along the edges of the mat or as directed. Fold over and bury mat to the full depth of the trench, close and tamp firmly. Overlap mat at least 6 in. where 2 or more widths of mat are installed side by side.

Place anchors across the mat at the ends approximately 1 ft. apart. Place anchors along the outer edges and down the center of the mat 3 ft. apart.

Adjustments in the trenching or anchoring requirements to fit individual site conditions may be required.

**Measurement and Payment**

*Coir Fiber Mat* will be measured and paid for as the actual number of square yards measured along the surface of the ground over which coir fiber mat is installed and accepted.

No measurement will be made for anchor items.

Payment will be made under:

<b>Pay Item</b>	<b>Pay Unit</b>
Coir Fiber Mat	Square Yard

**CONCRETE WASHOUT STRUCTURE:**

(09-07-18)

**Description**

Concrete washout structures are enclosures above or below grade to contain concrete waste water and associated concrete mix from washing out ready-mix trucks, drums, pumps, or other equipment. Concrete washouts must collect and retain all the concrete washout water and solids, so that this material does not migrate to surface waters or into the ground water. These enclosures are not intended for concrete waste not associated with wash out operations.

The concrete washout structure may include constructed devices above or below ground and or commercially available devices designed specifically to capture concrete wash water.

**Materials**

<b>Item</b>	<b>Section</b>
Temporary Silt Fence	1605

*Safety Fence* shall meet the specifications as provided elsewhere in this contract.

Geomembrane basin liner shall meet the following minimum physical properties for low permeability; it shall consist of a polypropylene or polyethylene 10 mil thick geomembrane. If the minimum setback dimensions can be achieved the liner is not required. (5 feet above groundwater, 50 feet from top of bank of perennial stream, other surface water body, or wetland.)

**Construction Methods**

Build an enclosed earthen berm or excavate to form an enclosure in accordance with the details and as directed.

Install temporary silt fence around the perimeter of the enclosure in accordance with the details and as directed if structure is not located in an area where existing erosion and sedimentation control devices are capable to containing any loss of sediment.

Post a sign with the words “Concrete Washout” in close proximity of the concrete washout area, so it is clearly visible to site personnel. Install safety fence as directed for visibility to construction traffic.

The construction details for the above grade and below grade concrete washout structures can be found on the following web page link:

<https://inside.ncdot.gov/stage/connect/resources/roadside/SoilWaterDocuments/ConcreteWashoutStructuredetail.pdf>

[Alternate details for accommodating concrete washout may be submitted for review and approval.](#)

[The alternate details shall include the method used to retain and dispose of the concrete waste water within the project limits and in accordance with the minimum setback requirements.](#) (5 feet above groundwater, 50 feet from top of bank of perennial stream, other surface water body, or wetland.)

### **Maintenance and Removal**

Maintain the concrete washout structure(s) to provide adequate holding capacity plus a minimum freeboard of 12 inches. Remove and dispose of hardened concrete and return the structure to a functional condition after reaching 75% capacity.

Inspect concrete washout structures for damage and maintain for effectiveness.

Remove the concrete washout structures and sign upon project completion. Grade the earth material to match the existing contours and permanently seed and mulch area.

### **Measurement and Payment**

*Concrete Washout Structure* will be paid for per each enclosure installed in accordance with the details. If alternate details are approved then those details will also be paid for per each approved and installed device.

*Temporary Silt Fence* will be measured and paid for in accordance with Article 1605-5 of the *Standard Specifications*.

No measurement will be made for other items or for over excavation or stockpiling.

Payment will be made under:

<b>Pay Item</b>	<b>Pay Unit</b>
Concrete Washout Structure	Each

**Project Special Provisions  
Structures**

**Table of Contents**

<b>Special Provision</b>		<b>Page</b>
Temporary Bents	(09-30-11)	ST-3
Construction, Maintenance, and Removal of Temporary Access at Station 701+85.00 -L LT- and Station 702+82.00 -L RT-	(12-12-13)	ST-4
Asbestos Assessment for Bridge Demolition and Renovation Activities	(12-30-15)	ST-5
Removal of Existing Structure at Station 701+85.00 -L LT- and Station 702+82.00 -L RT-	(SPECIAL)	ST-7
Steel Reinforced Elastomeric Bearings	(06-22-16)	ST-7



DocuSigned by:  
*A. Keith Paschal* 12/12/2018  
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**Project Special Provisions  
Structures**

<b>Special Provision</b>		<b>Page</b>
Scope of Work		BP-1
LMC Overlay Surface Preparation	(SPECIAL)	BP-1
Latex Modified Concrete – Very Early Strength	(SPECIAL)	BP-9
Bridge Joint Demolition	(SPECIAL)	BP-13
Concrete Work for Joint Replacement	(SPECIAL)	BP-14
Concrete for Deck Repair	(SPECIAL)	BP-18
Volumetric Mixer	(SPECIAL)	BP-20
Foam Joint Seals for Preservation	(SPECIAL)	BP-21
Elastomeric Concrete for Preservation	(SPECIAL)	BP-25
Epoxy Resin Injection	(12-05-12)	BP-27
Shotcrete Repairs	(SPECIAL)	BP-31
Concrete Repairs	(SPECIAL)	BP-36
Cleaning and Painting Existing Bearing with HRCSA	(SPECIAL)	BP-38
Falsework and Formwork	(04-05-12)	BP-54
Submittal of Working Drawings	(06-28-17)	BP-61
Crane Safety	(08-15-05)	BP-67
Grout for Structures	(12-01-17)	BP-67
Epoxy Coating and Debris Removal	(SPECIAL)	BP-68
Spot Painting of Steel Structure Repair Areas	(SPECIAL)	BP-69
Beam Repair	(SPECIAL)	BP-81
Bridge Jacking	(SPECIAL)	BP-82

**PROJECT SPECIAL PROVISIONS**  
**STRUCTURES**

**TEMPORARY BENTS****(9-30-11)**

When girder erection requires the use of temporary bents, design, construct, maintain and afterwards remove the temporary bents in accordance with the Standard Specifications and this Special Provision. For the purpose of this Special Provision, the term “temporary bents” includes girder erection temporary bents, vertical shoring and proprietary shoring systems.

Temporary bents for structures over railroads shall maintain a minimum horizontal clearance of 25’ from center of track.

Design temporary bents in accordance with the 1995 AASHTO Guide Design Specification for Bridge Temporary Works (including the 2008 Interim Revisions) and the Project Special Provision entitled “Falsework and Formwork”. The design calculations and detailed drawings of the structural components shall be signed and sealed by a North Carolina Registered Professional Engineer.

Submit design calculations and detailed drawings of temporary bents to the Engineer for review and approval. The detailed drawings shall show the position of the temporary bents in relationship to the existing travel way, the location of the temporary bents with respect to the ends of the girders, the top of support elevations for setting girders in the cambered position, and a girder erection procedure. For stream crossings, determine the bent stability assuming a scour depth equal to 250% of the pile diameter or width below the existing bed elevation. The Engineer may require a more detailed analysis of scour depth for temporary bents containing more than a single row of piles.

Include all material specifications for new and used materials in the detail drawings. In addition, show the location of the used materials indicating condition of the material, the location and geometry of existing but unused holes, attachments left over from previous use and any other irregularities in the material. Account for the condition of all used materials in the design calculations.

For all manufactured components, provide engineering data supplied by the manufacturer. For proprietary shoring systems, evaluate differential leg loading.

Provide access to all new and used materials for inspection prior to assembly.

Before the temporary bent is loaded, the contractor shall inspect the bent in the presence of the Engineer, and submit a written statement certifying that the erected bent complies with the approved detailed drawings. Any condition or material that does not comply with the accepted drawings, or any other condition deemed unsatisfactory by the Engineer, is cause for rejection until corrections are made.

Remove temporary bents in such a manner as to permit the structure to uniformly and gradually take the stresses due to its own weight. During removal do not disturb or otherwise damage the finished work.

Unless otherwise specified, temporary bents will not be directly measured. Payment will be full compensation at the contract unit prices for the various pay items requiring temporary bents.

**CONSTRUCTION, MAINTENANCE AND REMOVAL** (12-12-13)  
**OF TEMPORARY ACCESS AT STATION 701+85.00 -L LT- AND**  
**STATION 702+82.00 -L RT-**

**1.0 GENERAL**

Construct, maintain, and remove the temporary access required to provide the working area necessary for construction of the new bridge, construction of the temporary detour structure, or for the removal of an existing bridge, as applicable. Temporary access may involve the use of a rock causeway [workpad], a work bridge, or other methods; 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]**

At the contractor's option, 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 B 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 701+85.00 -L LT- and 702+82.00 -L RT-” 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.

### **ASBESTOS ASSESSMENT FOR BRIDGE DEMOLITION AND RENOVATION ACTIVITIES**

(12-30-15)

#### 1.0 INSPECTION FOR ASBESTOS CONTAINING MATERIAL

Prior to conducting bridge demolition or renovation activities, the Contractor shall thoroughly inspect the bridge or affected components for the presence of asbestos containing material (ACM) using a firm prequalified by NCDOT to perform asbestos surveys. The inspection must be performed by a N.C. accredited asbestos inspector with experience inspecting bridges or other industrial structures. The N.C. accredited asbestos inspector must conduct a thorough inspection, identifying all asbestos-containing material as required by the Environmental Protection Agency National Emission Standards for Hazardous Air Pollutants (NESHAP) Code of Federal Regulations (CFR) 40 CFR, Part 61, Subpart M.

The Contractor shall submit an inspection report to the Engineer, which at a minimum must include information required in 40 CFR 763.85 (a)(4) vi)(A)-(E), as well as a project location map, photos of existing structure, the date of inspection and the name, N.C. accreditation number, and signature of the N.C. accredited asbestos inspector who performed the inspection and completed the report. The cover sheet of the report shall include project identification information. Place the following notes on the cover sheet of the report and check the appropriate box:

- ACM was found  
 ACM was not found

#### 2.0 REMOVAL AND DISPOSAL OF ASBESTOS CONTAINING MATERIAL

If ACM is found, notify the Engineer. Compensation for removal and disposal of ACM is considered extra work in accordance with Article 104-7 of the Standard Specifications.

An Asbestos Removal Permit must be obtained from the Health Hazards Control Unit (HHCU) of the N.C. Department of Health & Human Services, Division of Public Health, if more than 35 cubic feet, 160 square feet, or 260 linear feet of regulated ACM (RACM) is to be removed from a structure and this work must be completed by a contractor prequalified by NCDOT to perform asbestos abatement. RACM is defined in 40 CFR, Part 61, Subpart M. Note: 40 CFR 763.85 (a)(4) vi)(D) defines ACM as surfacing, TSI and Miscellaneous which does not meet the NESHAP RACM.

#### 3.0 DEMOLITION NOTIFICATION

Even if no ACM is found (or if quantities are less than those required for a permit), a Demolition Notification (DHHS-3768) must be submitted to the HHCU. Notifications and Asbestos Permit applications require an original signature and must be submitted to the

HHCU 10 working days prior to beginning demolition activities. The 10 working day period starts based on the post-marked date or date of hand delivery. Demolition that does not begin as originally notified requires submission of a separate revision form HHCU 3768-R to HHCU. Reference the North Carolina Administrative Code, Chapter 10A, Subchapter 41C, Article .0605 for directives on revision submissions.

Contact Information

Health Hazards Control Unit (HHCU)  
N.C. Department of Health and Human Services  
1912 Mail Service Center  
Raleigh, NC 27699-1912  
Telephone: (919) 707-5950  
Fax: (919) 870-4808

**4.0 SPECIAL CONSIDERATIONS**

Buncombe, Forsyth, and Mecklenburg counties also have asbestos permitting and NESHAP requirements must be followed. For projects involving permitted RACM removals, both the applicable county and the state (HHCU) must be notified.

For demolitions with no RACM, only the local environmental agencies must be notified. Contact information is as follows:

Buncombe County

WNC Regional Air Pollution Control Agency  
49 Mt. Carmel Road  
Asheville, NC 28806  
(828) 250-6777

Forsyth County

Environmental Affairs Department  
537 N. Spruce Street  
Winston-Salem, NC 27101  
(336) 703-2440

Mecklenburg County

Land Use and Environmental Services Agency  
Mecklenburg Air Quality  
700 N. Tryon Street  
Charlotte, NC 28202  
(704) 336-5430

**5.0 ADDITIONAL INFORMATION**

Additional information may be found on N.C. asbestos rules, regulations, procedures and N.C. accredited inspectors, as well as associated forms for demolition notifications and asbestos permit applications at the N.C. Asbestos Hazard Management Program website:

[www.epi.state.nc.us/epi/asbestos/ahmp.html](http://www.epi.state.nc.us/epi/asbestos/ahmp.html)

**6.0 BASIS OF PAYMENT**

Payment for the work required in this provision will be at the lump sum contract unit price for “Asbestos Assessment”. Such payment will be full compensation for all asbestos inspections, reports, permitting and notifications.

**REMOVAL OF EXISTING STRUCTURE AT STATION 701+85 -L LT- AND STATION 702+82.00 -L RT- (SPECIAL)**

The existing bridge shall be removed in accordance with the Standard Specifications with the following exceptions.

The existing metal rail and posts shall be removed and salvaged for the Division of Highways as directed by the Engineer. The remaining portions of the structure shall be removed in accordance with the plans and Standard Specifications.

The Contractor shall not use any of the items, either temporarily or permanently, which have been removed and are to be salvaged.

The Contractor shall notify Charles “Chuck” White of the Salisbury Bridge Maintenance Office at (704) 630-3260 five days prior to removal of the salvaged material. NCDOT maintenance forces will pick up the material at the site with the assistance of the contractor.

No separate measurement will be made for this work and the entire cost of this work shall be included in the lump sum contract price bid for:

“Removal of Existing Structure at Station 701+85.00 -L LT- and Station 702+82.00 -L RT- . . . . . Lump Sum”.

**STEEL REINFORCED ELASTOMERIC BEARINGS (6-22-16)**

The 2018 Standard Specifications shall be revised as follows:  
In **Section 1079-2(A) – Elastomeric Bearings** add the following after the second paragraph:

Internal holding pins are required for all shim plates when the contract plans indicate the structure contains the necessary corrosion protection for a corrosive site.

Repair laminated (reinforced) bearing pads utilizing external holding pins via vulcanization. Submit product data for repair material and a detailed application procedure to the Materials and Tests Unit for approval before use and annually thereafter.

**PROJECT SPECIAL PROVISIONS**  
**STRUCTURES**

**SCOPE OF WORK**

This work shall consist of furnishing all labor, equipment, and materials to overlay the existing bridge decks with latex modified concrete overlay, complete substructure repairs and clean and paint the existing bearings with HRCSA as well as spot painting of steel structure repair areas as directed in the plans. Work includes: existing bridge deck surface preparation, milling existing bridge deck, removing bridge deck concrete using hydro- demolition and scarification methods, overlaying the prepared bridge deck with latex modified concrete overlay, replacing joints, disposal of waste material, grooving bridge deck, pavement markings, substructure repairs using concrete repair, shotcrete, and epoxy resin injection, epoxy coating and debris removal on the tops of the interior bent caps, containment and disposal of the existing paint system; beam repairs, preparation of the surface to be painted and applying the new paint system; seeding and mulching all grassed areas disturbed; and all incidental items necessary to complete the project as specified and shown on the plans.

Work will be performed on the existing bridges at the following locations:

Davie County Bridge #18 – US 64 over I-40

Contractor shall provide all necessary access; provide all traffic control; provide all staging areas, material storage, waste disposal, provide environmental controls to limit loss of materials from collection of hydro-demolition water, sawing equipment, and chipping equipment; and all else necessary to complete the work.

The contractor shall be responsible for fulfilling all requirements of the NCDOT Standard Specifications for Roads and Structures dated January 2018, except as otherwise specified herein.

**LMC OVERLAY SURFACE PREPARATION**

**(SPECIAL)**

**1.0 DESCRIPTION**

This special provision addresses the surface preparation activities required prior to the placement of latex modified concrete. Unless specifically mentioned below, all requirements specified for the bridge deck are also required for the approach slabs.

**2.0 DEFINITIONS**

Scarification shall consist of the removal of any asphalt wearing surface and concrete surface to a uniform depth within ½” of the plan overlay thickness or to the limits shown on the plans.

Hydro-demolition shall consist of the removal of the deck surface by means of high pressure water blasting which will remove concrete, oil, dirt, concrete laitance and rust from the exposed reinforcing bars by direct impact, pressurization of micro and macro cracks and cavitation produced by jet instability.

**EQUIPMENT**

Use the following surface preparation equipment:

- (A) Scarifying equipment that is a power-operated, mechanical grinder capable of removing a minimum depth of ¼” for each pass.
- (B) Hydro-demolition machine, self-propelled with a minimum orifice pressure of 17,000 psi.
- (C) All water used for hydro-demolition shall be potable.
- (D) Equipment capable of sawing concrete to the specified plan depth.
- (E) Hand-held high velocity (7,500 psi minimum) water-jet equipment capable of removing rust scale from reinforcing steel, removing small chips of concrete partially loosened by the scarifying or chipping operation, and for removing rehydrated dust left from scarification.
- (F) Power driven hand tools for removal of unsound concrete are required that meet the following requirements:
  - (1) Pneumatic hammers weighing a nominal 35 lb or less.
  - (2) Pneumatic hammer chisel-type bits that do not exceed the diameter of the shaft in width.
- (G) Hand tools such as hammers and chisels for removal of final particles of unsound concrete.
- (H) Self-propelled vacuum capable of picking up water, dust, and other loose material from prepared deck surface.
- (I) Vibratory screed for overlays, except as noted herein.

The hydro-demolition machine shall be self-propelled and capable of producing a water-jet through an orifice at a pressure of at least 17,000 psi. The machine shall move the jet transversely across the area and forward and backward so that the entire deck is covered with the water-jet and operated at a pressure sufficient to remove the unsound concrete.

The machine shall have sufficient means to control and vary the following functions:

- (A) Water pressure.
- (B) Angle and distance of the orifice in relation to the surface to be blasted.
- (C) Limits of transverse and longitudinal movement of the orifice.
- (D) Speed of the orifice in the transverse and longitudinal direction.

High pressure pump(s) shall be equipped with over-pressurization relief valves and rupture disc systems. All high pressure components shall be rated at full working pressure of the hydro-demolition system. The complete hydro-demolition system must be capable of depressurization from a single point.

The equipment must operate at a noise level less than 90 decibels at a distance of 50 feet.



## MANAGEMENT AND DISPOSAL OF CONCRETE GRINDING RESIDUALS

The contractor must collect and properly dispose of water, Hydro-demolition Operation Slurry (HOS), Diamond Grinding Slurry (DGS), and solids from bridge deck preparation, otherwise referred to as Concrete Grinding Residuals (CGR). Prior to beginning work, submit for approval by the Engineer an HOS/DGS Management Plan. Prepare the plan in accordance with the NCDOT Guidelines on the Management and Disposal of CGR available at:

[https://connect.ncdot.gov/resources/Environmental/Environmental Permits and Guidelines/Forms/AllItems.aspx](https://connect.ncdot.gov/resources/Environmental/Environmental%20Permits%20and%20Guidelines/Forms/AllItems.aspx)

The contractor shall comply with applicable regulation concerning such water disposal.

Prior to final payment, the contractor must submit a paper copy of all completed records pertaining to disposal of CGR. All costs associated with Management and Disposal of CGR shall be included in the payment of other items.

## OSP PLAN SUBMITTAL

Prior to beginning surface preparation activities, the Contractor shall submit for review and approval the Overlay Surface Preparation (OSP) Plan. The OSP Plan shall detail the type of equipment that is intended to be used and the means by which the Contractor will achieve the following requirements:

- (A) Estimate depth of reinforcing steel.
- (B) Scarification of deck to required depth.
- (C) Field verification that required scarification depth was achieved within limits.
- (D) Hydro-demolition of deck with appropriate profile and to required depth.
- (E) Field verification that the required hydro-demolition depth was achieved within limits.

### 3.0 Surface Preparation

Remove all existing asphalt overlays and all loose, disintegrated, unsound or contaminated concrete to the limits shown on the plans with the following requirements:

- (A) Sealing of Bridge Deck: Seal all expansion joints subject to run-off water from the hydro-demolition process with material approved by the Engineer, prior to beginning any demolition. The expansion joints shall remain sealed until water from the hydro-demolition process no longer passes over them. Take all steps necessary to eliminate the flow of water through the expansion joints, and any other locations water could leak from the deck.

All deck drains in the immediate work area and other sections of the bridge affected by the work being performed shall be sealed prior to beginning scarification. Drains shall remain sealed until it has been determined that materials from the hydro-demolition and concrete overlay operations cannot be discharged through them any longer.

- (B) Scarifying Bridge Deck: Removal of any asphalt wearing surface from the bridge deck and scarification of the entire surface of the concrete deck to remove concrete to a uniform depth

within ½” of the plan overlay thickness, but not less than ½” inch above the top mat of reinforcing steel.

It will be the Contractor’s responsibility to determine amount of cover for the reinforcing steel. Use a pachometer or other approved device, as directed by Engineer, prior to beginning hydro-demolition. Readings shall be taken in the presence of the Engineer. Readings should be taken for each span at 1/5 points longitudinally and 1/3 points transversely. This cost for this work will be considered incidental to the cost of hydro-demolition of the bridge deck.

**Estimated average cover to top mat:**

**Bridge # 18: 1 5/8” +/-3/8”**

The above top mat cover dimensions are an estimate based on the best available information. Calibrate scarifying equipment in order to avoid damaging the reinforcing steel in the bridge floor or the approach slab. If reinforcing bars or bridge drainage devices are pulled up or snagged during operations, then cease work and consult with the Engineer to determine any necessary adjustments to the scarifying operation.

Remove and dispose of all concrete and asphalt, and thoroughly clean the scarified surface. In areas where reinforcing steel is located in the depth to be scarified, use another method with the Engineer’s approval.

- (C) Calibration of Hydro-Demolition Equipment: Two (2) trial areas shall be designated by the Engineer to demonstrate that the equipment, personnel, and methods of operation are capable of producing results to the satisfaction of the Engineer. The first trial area shall consist of approximately 50 square feet of sound concrete as determined by the Engineer. The equipment shall be calibrated to remove sound concrete from the scarified surface to the depth required to achieve the plan overlay thickness. After completion of this test area, the equipment shall be moved to the second area consisting of deteriorated or defective concrete, to determine whether unsound concrete will be completely removed with the previous calibration and to establish a baseline for requiring the contractor to place under-deck containment in areas subject to full depth removal, before beginning the hydro-demolition process in a span. Should it be determined that not all defective concrete has been removed, the hydro-demolition system shall be recalibrated to remove an additional ¼” of sound concrete, then re-test on deteriorated concrete.

If additional defective concrete is found, the depth of cut will increase in ¼” increments until only sound concrete is found remaining.

When satisfactory results are obtained, the machine parameters shall be used for production removal. The contractor shall make adjustments to the operating parameters, as required, to perform concrete removal as indicated on the plans and to adjust to the variance in the compressive strength of the concrete.

Hand held water blasting equipment, pneumatic hammers, and hand tools may be substituted for the hydro-demolition unit in inaccessible or inconvenient areas.

(D) Hydro-demolition (Overlay Depth): Remove by hydro-demolition or chipping with hand tools all loose, unsound and contaminated deck concrete and, if necessary, sound concrete in order to allow for the placement of an overlay with the minimum depth shown on the plans. In areas where reinforcing steel is exposed and debonded for a length greater than two (2) feet, remove deck to an average depth of ½” below the exposed and debonded reinforcing steel. Reinforcing steel that is exposed and loose shall be tied to the crossing bar(s) as needed to secure the steel. Reinforcing steel shall be considered loose if when struck, movement or vibration can be observed. Concrete below crossing bar shall be removed as necessary to tie reinforcing steel to crossing bar with a wire tie. Dispose of the unsound concrete, clean, repair or replace damaged reinforcing steel and thoroughly clean the newly exposed surface.

Care shall be taken not to cut, stretch, or damage any exposed reinforcing steel.

The Engineer will re-inspect after each removal and require additional removals until compliance with plans and specifications are met.

Any areas of the prepared surface contaminated by oil or other materials detrimental to good bond as a result of the contractor’s operations shall be cleaned at the contractor’s expense.

Regardless of the method of removal, the removal operation shall be stopped if it is determined that sound concrete is being removed to a depth greater than required by the plans including any ¼” increments added per the above calibration process.

Appropriate recalibration, or change in equipment and methods shall be performed prior to resuming the removal operation.

(E) Class II Surface Preparation (Partial Depth): At locations specified on the plans for Class II Surface Preparation, verify the depth of removal achieved by the hydro-demolition. The average depth of removal shall be approximately one-half the deck thickness but not less than ¾” below the top mat of steel. When hydro-demolition did not achieve the Class II Surface Preparation depth requirements, remove by hydro-demolition or chipping with hand tools all existing patches and contaminated concrete to the required depth. No additional payment will be made for Class II Surface Preparation depths achieved by the initial hydro-demolition.

All patches shall be removed under Class II Surface Preparation. If any patch cannot be removed by means of hydro-demolition, the Contractor shall use hand tools to remove the patch. Areas indicated on the plans that require Class II Surface Preparation, including the locations of existing patches, are from the best information available. The Contractor shall verify prior to surface preparation the location of all existing patches.

Dispose of the removed concrete, clean, repair or replace rusted or loose reinforcing steel and thoroughly clean the newly exposed surface. Care shall be taken not to cut, stretch, or damage any exposed reinforcing steel.

In overhangs, removing concrete areas of less than 0.60 ft<sup>2</sup>/ft. length of bridge without overhang support is permitted unless the Engineer directs otherwise. Overhang support is required for areas removed greater than 0.60 ft<sup>2</sup>/ft. length of bridge. Submit details of overhang support to the Engineer for approval prior to beginning the work.

- (F) Class III Surface Preparation (Full Depth): Remove by hydro-demolition or chipping with hand tools the full depth of slab. Dispose of the removed concrete, clean, repair or replace damaged reinforcing steel and thoroughly clean the newly exposed surface. Care shall be taken not to cut, stretch, or damage any exposed reinforcing steel.

For areas of less than 3 ft<sup>2</sup> suspending forms from existing reinforcing steel using wire ties is permitted. For larger areas, support forms by blocking from the beam flanges, or other approved method.

Overhang support is required for full depth removal adjacent to bridge rails. Submit details of overhang support to the Engineer for approval prior to beginning the work.

- (G) Under Deck Containment: Under deck containment shall be installed where Class III surface preparation occurs. The containment shall be installed prior to hydro-demolition in the areas where full depth removal is required or blow through may occur during the hydro-demolition process.

Submit for approval detailed plans for the under deck containment system. Detail how waste, debris, and wastewater are contained.

- (H) Concrete for Full Depth Repair: Fill the Class III surface preparation areas with Class AA, high early strength structural concrete or latex modified concrete in accordance with one of the methods described below:

- (1) Refill full depth areas with Class AA concrete to the bottom of the proposed concrete overlay in accordance with Section 420 of the *Standard Specifications*. Any of the methods for curing Class AA concrete as stated in the *Standard Specifications* are permitted except the membrane curing compound method.

Provide a raked finish to the surface of the Class AA concrete which provides a minimum relief of  $\frac{1}{16}$ " and a maximum relief of  $\frac{1}{4}$ ".

Verify the Class AA concrete has attained a minimum compressive strength of 2,500 psi using an approved, non-destructive test method. Brush a lean mix of the latex modified concrete to the surface and immediately place the overlay course.

- (2) Refill full depth areas with high early strength concrete as described in the Concrete for Deck Repair and Volumetric Mixer special provisions.
- (3) Refilling full depth areas with latex modified concrete during the Class III repair is permitted if any of the following conditions are met:
- (a) The reinforcing steel cover is 1½ inches or less for the top mat of steel.
  - (b) The area being repaired is less than 1 yd<sup>2</sup>.
  - (c) The Engineer directs the fill.

- (I) Preparation of Reinforcing Steel: Remove concrete without cutting or damaging existing steel unless otherwise noted in the plans. Damaged reinforcing steel, such as bars with nicks

deeper than 20% of the bar diameter, shall be repaired or replaced. Reinforcing steel which has a cross section reduced to 75% or less shall be replaced with new reinforcing steel of similar cross section area. Replacement bars shall be Grade 60 and meet the material requirements of Section 1070 of the *Standard Specifications*. Replacement bars shall be spliced to existing bars using either minimum 30 bar diameter lap splices to existing steel with 100% cross sectional area or approved mechanical connectors.

Support and protect the exposed reinforcing steel left unsupported by the hydro-demolition process against displacement and damage from loads such as those caused by removal equipment and delivery buggies. All reinforcing steel damaged or dislodged by these operations shall be replaced with bars of the same size at the contractor's expense.

Reinforcing steel exposed and cleaned by hydro-demolition will not require additional cleaning if encased in concrete within seven (7) days. Rebar exposed for more than seven (7) days shall be cleaned by high velocity water jets, with a minimum pressure 4,000 psi, prior to placement of the new concrete.

When large areas of the deck on composite bridges are removed resulting in the debonding of the primary reinforcing bars, the removal shall be performed in stages to comply with the construction sequence shown on the plans or as directed by the Engineer.

- (J) Safety: Provide a containment system for handling expected and unexpected blow through of the deck. The containment system shall retain runoff water and debris and protect the area under the bridge deck. The Contractor shall be responsible for any injury or damage caused by these operations. The containment system shall remain in place until the concrete has been cast and reach minimum strength.

Provide adequate lighting when performing hydro-demolition activities at night. Submit a lighting plan to the Engineer for approval prior to beginning work.

- (K) Surface Cleaning: Removal of concrete debris shall be accomplished either by hand or mechanical means capable of removing wet debris and water in the same pass and after the hydro-demolition process to prevent debris from setting or adhering to the surface of the sound concrete. All concrete debris shall become the property of the Contractor and shall be legally disposed of at the contractor's expense. The contractor shall be responsible for disposing of all debris generated by the scarification operations.

Any debris which is allowed to set or adhere to the surface of the sound concrete shall be carefully removed at no additional cost. Exercise care to avoid any damage to the remaining sound concrete or exposed reinforcement. Prior to the placement of the overlay, the entire surface shall be cleaned with high pressure water to remove any bond-breaking residue, loose material from the concrete surface, and/or rust from the reinforcing steel. This residue shall be collected and disposed of by the contractor.

Any areas modified by chipping or hammering shall be cleaned with high pressure water at 7,500 psi minimum to remove any bond-breaking residue, loose concrete, and any deleterious material. This material shall be collected and disposed of by the contractor.

Any areas of the prepared surface contaminated by oil or other materials detrimental to good bond as a result of the contractor's operations shall be cleaned at the contractor's expense.

### **MEASUREMENT AND PAYMENT**

*Scarifying Bridge Deck* will be measured and paid for at the contract unit price per square yard and will be full compensation for the milling of existing asphalt wearing surface from the bridge deck or approaches, milling of the entire concrete bridge deck, repairing or replacing any damaged reinforcing steel, and the cleaning and disposal of all waste material generated.

*Hydro-Demolition of Bridge Deck* will be measured and paid for at the contract unit price per square yard and will be full compensation for hydro-demolition, removal and disposal of unsound and contaminated concrete, cleaning, repairing or replacing of reinforcing steel, and furnishing all materials, labor, tools, equipment and incidentals necessary to complete the work.

*Class II Surface Preparation* will be measured and paid for at the contract unit price per square yard and will be full compensation for Class II (partial depth) deck preparation where required by the plans and not attained by the initial hydro-demolition of the deck. The cost will also include removal and disposal of unsound and contaminated concrete, removal of all existing patches, cleaning, repairing or replacing of reinforcing steel, and all materials, labor, tools, equipment and incidentals necessary to complete the work.

*Class III Surface Preparation* will be measured and paid for at the contract unit price per square yard and will be full compensation for Class III (full depth) deck preparation where required by the plans. The cost will also include removal and disposal of unsound and contaminated concrete, cleaning, repairing or replacing of reinforcing steel, under deck containment, placing and finishing concrete for full depth repair, and for furnishing all materials, labor, tools, equipment and incidentals necessary to complete the work.

Reinforcing Steel that is required for the repairs will be in accordance with Section 425 of the *Standard Specifications*.

Payment will be made under:

<b>Pay Item</b>	<b>Pay Unit</b>
Scarifying Bridge Deck	Square Yard
Hydro-Demolition of Bridge Deck	Square Yard
Class II Surface Preparation	Square Yard
Class III Surface Preparation	Square Yard

### **LATEX MODIFIED CONCRETE – VERY EARLY STRENGTH**

**(SPECIAL)**

#### **DESCRIPTION**

This special provision addresses the requirements for furnishing and placing an overlay of latex modified concrete - very early strength (LMC-VES) over existing concrete or repair concrete on bridge decks. Perform this work in accordance with this special provision and the applicable parts of the *Standard Specifications*.

**QUALITY CONTROL**

The Contractor is responsible for scheduling a pre-construction meeting with the Resident Engineer and the Area Bridge Construction Engineer.

Submit a Quality Control Plan to the Engineer for approval which, at a minimum, describes the methods of: storing materials, calibrating mixers, controlling moisture content in the aggregate, maintaining proper mix temperature, retarder usage, curing and curing time, controlling evaporation rate, cleaning and removing excess water.

Prior to beginning work, provide proof of experience of the person in direct responsible charge by submitting a description of jobs similar in size and character that have been completed within the last five (5) years. The name, address and telephone number of references for the submitted projects shall also be furnished. Failure to provide appropriate documentation will result in the rejection of the proposed LMC-VES overlay Contractor.

Before beginning any work, obtain approval for all equipment to be used for deck preparation, mixing, placing, finishing and curing the LMC-VES.

**MATERIALS**

For materials, equipment, and proportioning and mixing of modified compositions, see Article 1000-7 of the *Standard Specifications*.

Provide aggregates for use in the LMC-VES that are free from ice, frost, frozen particles or other contaminants when introduced into the mixer.

The *Standard Specifications* shall be revised as follows:

**Table 1000-4** – Revise the following:

Cement Content, 658 lb/cy (min.) change to 658 lb/cy (*max.*)

7 day Compressive Strength, 3,000 psi (min.) change to 3 hr. Compressive Strength, 2,500 psi (min.)

**1000-7(A), Line 15** – Replace with the following:

Measure the slump after discharge from the mixer.

**1000-7(A)** – Add the following paragraph to the end of the section:

Submit the LMC-VES mix design, including laboratory compressive strength data for a minimum of six (6) 4-inch by 8-inch cylinders at three (3) hours for very early strength concrete to the Engineer for review. Include test results for the slump and air content of the laboratory mix. Perform tests in accordance with AASHTO T 22, T 119 and T 152.

For projects with multiple bridges using the same mix design, or bridge decks with time constraints that require more than one night for placement, a relationship between the compressive strength

and rebound hammer readings may be developed and used to estimate the three hour strength for opening to traffic in lieu of compressive strength testing.

For the correct procedure, reference Document: PL11-LMC Rapid Set Overlays. Contact your local M&T representative for a copy of this document or see the following link: <https://connect.ncdot.gov/resources/Materials/MaterialsResources/Rapid%20Set%20Overlays%20Rebound%20Procedure.pdf>. Seven (7) day concrete compressive strength sampling and testing is required in addition to the use of this method.

### **PREPARATION OF SURFACE**

Completely clean all surfaces within 48 hours prior to placing the overlay unless otherwise approved by the Engineer.

Thoroughly soak the clean surface and maintain a wet surface for at least two (2) hours immediately prior to placing the LMC-VES. After soaking the surface for at least two (2) hours, cover it with a layer of white opaque polyethylene film that is at least 4 mils thick. Immediately prior to placing the LMC-VES, remove standing water from the surface using an approved vacuum system.

### **PLACING AND FINISHING**

Prior to placing LMC-VES, install a bulkhead of easily compressible material at expansion joints to the required grade and profile.

Construction joints other than those shown on the plans will not be permitted unless approved by the Engineer. At construction joints, remove 4" of previously placed LMC-VES prior to placing the adjacent latex concrete. Also, for staged construction, 4" of previously poured LMC-VES shall be scarified, hydro-demolitioned and recast with the next stage.

Place and fasten screed rails in position to ensure finishing the new surface to the required profile. Do not treat screed rails with parting compound to facilitate their removal. Prior to placing the overlay attach a filler block to the bottom of the screed and pass it over the area to be repaired to check the thickness. The filler block thickness shall be equal to the design overlay thickness as shown in the plans. Remove all concrete that the block does not clear. Individual aggregates left after hydro-demolition may be allowed to project above the base of the filler block. Remove aggregate that does not provide a 1" clear cover to the top of the overlay.

Brush a latex cement mixture onto all vertical surfaces and do not let the brushed material dry before it is covered with the additional material required for the final grade. Remove all loose aggregate from the latex cement brushed surface prior to latex concrete placement (NOTE: For surfaces not prepared with hydro-demolition brush the lean latex mixture over horizontal and vertical surfaces).

Do not place the LMC-VES until the burlap is saturated and approved by the Engineer. Drain excess water from the wet burlap before placement.

Place the LMC-VES in one operation. Provide a minimum overlay thickness as shown in the plans.



Once LMC-VES placement begins a single layer of wet burlap shall be placed five (5) feet behind the screed's burlap drag. In the event of a delay of ten (10) minutes or more, temporarily cover all exposed latex concrete with wet burlap and white opaque polyethylene.

When a tight, uniform surface is achieved and before the concrete becomes non-plastic, further finish the surface of the floor by burlap dragging or another acceptable method that produces an acceptable uniform surface texture.

Promptly cover the surface with a second layer of clean, wet burlap as soon as the surface will support it without deformation. Wet cure only the surface for a minimum of three (3) hours and until a compressive strength of 2,500 psi is reached. Curing material shall be continually saturated during the wet cure period using a fogging system approved by the Engineer. The Engineer may require an increase in the minimum cure time when the overlay thickness is greater than 1.5 inches or the ambient temperature remains below 60°F.

Screed rails or construction dams shall be separated from the newly placed concrete by passing a pointing trowel along the face of the formwork and the newly placed concrete. Carefully make this trowel cut for the entire depth and length of rails or dams after the LMC-VES has sufficiently stiffened and cannot flow back.

As soon as practical, after the concrete has hardened sufficiently, test the finished surface with an approved rolling straightedge that is designed, constructed, and adjusted so that it will accurately indicate or mark all deck areas which deviate from a plane surface by more than 1/8" in 10'. Remove all high areas in the hardened surface in excess of 1/8" in 10' with an approved grinding or cutting machine. Additionally, the final LMC-VES deck surface shall not deviate from the line and elevation indicated on the plans by more than 0.3" over any 50' length. Where variations are such that the corrections extend below the limits of the top layer of grout, seal the corrected surface with an approved sealing agent as required by the Engineer. If approved by the Engineer, correct low areas in an acceptable manner.

Unless otherwise indicated on the plans, groove the bridge floor in accordance with Subarticle 420-14(B) of the *Standard Specifications*. Vehicular traffic may travel across a deck surface that has not been grooved; however, the entire deck area shall be grooved after the LMC-VES achieves design strength and no later than seven (7) days after completion of the overlay unless otherwise approved by the Engineer.

#### **LIMITATIONS OF OPERATIONS**

The mixer is not permitted on the bridge deck unless otherwise approved.

No traffic is permitted on the finished LMC-VES surface until the total specified curing time is completed and until the concrete reaches the minimum specified compressive strength.

Do not place LMC-VES if the temperature of the concrete surface on which the overlay is to be placed is below 50°F or above 85°F. Measure the surface temperature by placing a thermometer under the insulation against the surface.

Prior to placing LMC-VES, the air temperature, wind speed, and the evaporation rate shall be determined by the Contractor and verified by the Engineer. Do not place LMC-VES if the

ambient air temperature is below 50°F or above 85°F, or if the wind velocity is greater than 10 mph.

Do not place LMC-VES when the temperature of the LMC-VES is below 45°F or above 85°F.

Do not place LMC-VES if the rate of evaporation of surface moisture from the LMC-VES determined by the Engineer or Contractor exceeds 0.05 pounds per square foot per hour during placement. The evaporation rate is calculated using the following formula:

$$E = (T_c^{2.5} - r * T_a^{2.5}) * (1 + 0.4V) * (10^{-6})$$

where,

E = Evaporation Rate,

T<sub>c</sub> = Concrete Temp (°F),

r = Relative Humidity (%/100)

T<sub>a</sub> = Air Temp (°F),

V = Wind Velocity (mph)

If the calculated evaporation rate exceeds 0.05 pounds per square foot per hour, the Contractor may propose engineered controls of the parameters (temperature, relative humidity, wind velocity) to reduce the evaporation rate. The evaporation rate shall be recalculated, with the appropriate parameters, after the proposed control measures are in place. The recalculated evaporation rate shall be 0.05 pounds per square foot per hour or less, prior to placement.

Do not place LMC-VES if the National Weather Service predicts the air temperature at the site to be below 35°F during the next 24 hours. If the predicted air temperature is above 35°F but below 50°F, then use insulation to protect the LMC-VES for a period of at least 48 hours. Use insulation that meets the requirements of Subarticle 420-7(C) of the *Standard Specifications* and, if required, place it on the LMC-VES as soon as initial set permits. When using insulation to protect LMC-VES during the wet curing period, do not remove the insulation until the ambient air temperature is at least 50°F and rising.

Stop all placement operations during periods of precipitation. Take adequate precautions to protect freshly placed LMC-VES from sudden or unexpected precipitation. Keep an adequate quantity of protective coverings at the worksite to protect the freshly placed pavement from precipitation.

If working at night, provide approved lighting.

#### **MEASUREMENT AND PAYMENT**

*Latex Modified Concrete – Very Early Strength* will be measured and paid for in cubic yards of LMC-VES satisfactorily placed on the completed deck.

*Placing and Finishing Latex Modified Concrete Overlay – Very Early Strength* will be paid for at the contract unit price bid per square yard which includes compensation for furnishing all labor, tools, equipment and incidentals necessary to complete the work in accordance with the contract documents.

*Grooving Bridge Floors* will be measured and paid in accordance with Article 420-21 of the Standard Specifications.

Payment will be made under:

<b>Pay Item</b>	<b>Pay Unit</b>
Latex Modified Concrete Overlay – Very Early Strength	Cubic Yard
Placing & Finishing of Latex Modified Concrete Overlay – Very Early Strength	Square Yard
Grooving Bridge Floors	Square Feet

## **BRIDGE JOINT DEMOLITION**

**(SPECIAL)**

### **DESCRIPTION**

This provision addresses the removal of existing joint material and adjacent concrete to facilitate the installation of new bridge joints at the locations noted in the contract plans.

### **EQUIPMENT**

Use the following surface preparation equipment:

- Sawing equipment capable of sawing concrete to a specified depth.
- Power driven hand tools for removal of concrete are required that meet the following requirements:

Pneumatic hammers weighing a nominal 15 lbs (7 kg) or less.

Pneumatic hammer chisel-type bits that do not exceed the diameter of the shaft in width.

- Hand tools such as hammers and chisels for removal of final particles of concrete.

### **REMOVAL AND PREPARATION**

Prior to any construction, take the necessary precautions to ensure debris from joint construction is not allowed to fall below the bridge deck.

Remove existing joint material by methods approved by the Engineer. Provide a 1” deep saw cut around the perimeter of areas noted for bridge deck removal.

Remove by chipping with hand tools concrete adjacent to the joint to the limits shown on the contract plans. Use a small chipping hammer (15 lb. class) to prepare the edges of the repair area to limit micro fractures. In addition, all loose and unsound concrete shall be removed.

In overhangs, removing concrete areas greater than 0.60 ft<sup>2</sup>/ft length of bridge will require overhang support. Submit the overhang support method to the Engineer for approval.

Care shall be taken not to cut, stretch, or damage any exposed reinforcing steel. Dispose of the removed concrete.

If the condition of the concrete is such that deep spalls or sheer faces result, notify the Engineer for the proper course of action.

Clean, repair or replace rusted or loose reinforcing steel. Thoroughly clean the newly exposed surface to be free of all grease, oil, curing compounds, acids, dirt, or loose debris.

### **MEASUREMENT AND PAYMENT**

*Bridge Joint Demolition* will be measured and paid for at the contract unit price bid per square foot and will be full compensation for removal, containment and disposal of existing joint material and concrete and shall include the cost of labor, tools, equipment and incidentals necessary to complete the work.

<b>Pay Item</b>	<b>Pay Unit</b>
Bridge Joint Demolition	Square Feet

### **CONCRETE WORK FOR JOINT REPLACEMENT (SPECIAL)**

#### **DESCRIPTION**

This special provision addresses the removal, placement and finishing of concrete required for reconstructing the deck slab and, if necessary, bent diaphragms at bridge joint locations as noted in the plans.

#### **MATERIALS**

Furnish Department approved pre-packaged concrete or bulk concrete materials in a mix proportioned to satisfy provisions for Class AA Concrete detailed in Article 1000-5 of the *Standard Specifications* or as otherwise noted in this special provision. Concrete mix shall meet the following requirements:

<b>Physical Property</b>	<b>Threshold Limitation</b>	<b>Test Method</b>
Compressive Strength (at 3 hrs.)	4500 psi (min.)	ASTM C39/C109

Slump	4 in. (min.) 7 in. (max.)	AASHTO T119
Water to Cement Ratio	0.450 (max.)	N/A
Modulus of Elasticity (at 28 days)	5,200 ksi (max.)	ASTM C469
Coefficient of Thermal Expansion (at 28 days)	4.5 in./in./°F (min.) 5.5 in./in./°F (max.)	AASHTO T336
Concrete Setting Times	Initial 30 min. (max.) Final 40 min. (max)	ASTM C191

Concrete shall be capable of placement on existing concrete substrate surfaces within the following temperature limitations:

40°F (min.)

100°F (max.)

Measurement for determination of concrete material compositions shall be in accordance with Article 1000-8 of the *Standard Specifications*.

Submit pre-packaged concrete mix contents or concrete mix design, including laboratory compressive strength data, for a minimum of six (6) 4-inch by 8-inch cylinders at an age of three (3) hours and six (6) 4-in by 8-inch cylinders at an age of 1 day to the Engineer for review. Include test results for the slump and air content of the laboratory mix. Perform tests in accordance with AASHTO T119 and T152.

Provide aggregates that are free from ice, frost and frozen particles when introduced into the mixer.

For equipment, proportioning and mixing of concrete compositions, see Article 1000-12 of the *Standard Specifications* and the Volumetric Mixer special provision. Prior to beginning any work, obtain approval for all equipment to be used for joint area preparation, mixing, placing, finishing, and curing the deck repair concrete.

**REMOVAL AND PREPARATION**

Remove existing deck slab concrete to the limits shown in the plans. Existing concrete that is deteriorated, cracked or spalled shall be removed to sound material. Do not cut or remove the existing reinforcing steel unless otherwise noted in the plans.

Prior to placing concrete at joint repair locations, install a rigid bulkhead at the required grade and profile.

For joint repairs utilizing elastomeric concrete, attach a 5 ½" x 2 ¼" minimum block out to the rigid bulkhead. The block out shall have 1" diameter air bleed holes spaced at 3' centers along the block out to relieve air pockets and facilitate concrete consolidation. Once the concrete has cured properly, remove the block out and install elastomeric concrete as described in the Elastomeric Concrete special provision.

For joint repairs utilizing strip seals, secure the strip seal retainer rails in final position to match existing grade and cross slope. Furnish falsework to support retainer rails during installation as described in the Strip Seal special provision.

Secure screed rail guides in position to ensure finishing the surface to the required profile and cross slope. Do not treat screed rails with parting compound to facilitate their removal.

Completely clean all surfaces of grease, oil, curing compounds, acids, dirt, or loose debris within 24 hours of placing concrete. Thoroughly soak and cover existing concrete surfaces for a minimum of two (2) hours prior to placing concrete. Remove any standing water from the repair area surface prior to placing concrete.

**PLACING AND FINISHING**

Construction joints other than those shown on the plans will not be permitted unless approved by the Engineer.

Prior to placement, the air temperature, wind speed, and evaporation rate shall be determined by the Contractor and verified by the Engineer. Do not place concrete if the ambient air temperature is below 45°F or above 85°F, or if the wind velocity is in excess of 10 mph.

If the rate of evaporation of surface moisture exceeds 0.10 pounds per square foot per hour during placement, measures shall be taken to reduce the rate of evaporation. The evaporation rate is calculated using the following formula:

$$E = (T_c^{2.5} - r * T_a^{2.5}) * (1 + 0.4V) * (10^{-6})$$

where,

E = Evaporation Rate,

T<sub>c</sub> = Concrete Temp (°F),

r = Relative Humidity (%/100)

$T_a$  = Air Temp (°F),

$V$  = Wind Velocity (mph)

Do not place concrete if the predicted air temperature at the site will be less than 35°F within 72 hours after placement. For a predicted air temperature above 35°F but below 50°F, use insulation to protect the concrete for a period of at least 48 hours. Use insulation that meets the requirements of Subarticle 420-7(C) of the *Standard Specifications* and place on fresh concrete surfaces as soon as initial set permits. Do not remove the insulation during the wet curing period unless the ambient air temperature is at least 40°F and rising.

Place the concrete monolithically in one operation. Concrete shall not be placed in layers. Sections to be reconstructed are to be filled full depth and shall progress horizontally. Deviation from this procedure shall be cause for rejection.

Stop all placement operations during periods of precipitation. Keep an adequate quantity of protective coverings at the worksite and take adequate precautions to protect the freshly placed concrete from precipitation.

When a tight, uniform surface is achieved and before the concrete becomes non-plastic, finish the top surface of the deck repair by burlap dragging or other approved method that produces an acceptable uniform surface texture.

As soon as the surface supports burlap without deformations, cover the surface with two layers of clean, wet burlap. Drain excess water from the burlap before placement. Other wet cure methods are permitted but must be approved by the Engineer prior to start of placement.

Wet cure the concrete a minimum of three (3) hours or until 4,500 psi compressive strength is obtained.

After the concrete has hardened sufficiently, test the finished surface with a straightedge that is designed, constructed, and adjusted such that it will accurately indicate or mark all floor areas which deviate from a plane surface by more than 1/8" in 10 feet. Remove all high areas in excess of 1/8" in 10 feet with an approved grinding or cutting machine. Where variations are such that the corrections extend below the limits of the top layer of grout, seal the repaired surface with an approved sealing agent. Methods for correcting low areas shall be approved by the Engineer.

Groove finished concrete surfaces unless otherwise shown in the plans.

#### **LIMITATIONS OF OPERATIONS**

Submit volumetric mixer size and weight data to the Engineer for review. The volumetric mixer may be allowed on the bridge deck with approval from the Engineer.

No vehicular or construction traffic is permitted on finished concrete prior to achieving a compressive strength of 4,500 psi.

If working at night, provide approved lighting

**Measurement and Payment**

*Concrete Work for Joint Replacement* will be measured and paid for at the contract unit price bid per square feet and will be full compensation for removal, containment and disposal off-site of unsound concrete, placement and finishing of repair concrete and shall include the cost of labor, tools, equipment (excluding the volumetric mixer) and incidentals necessary to complete the repair work.

<b>Pay Item</b>	<b>Pay Unit</b>
Concrete Work for Joint Replacement	Square Feet

**CONCRETE FOR DECK REPAIR****(SPECIAL)****DESCRIPTION**

This provision addresses the material and placement requirements of high early strength structural concrete to be used for repair or reconstruction of concrete bridge deck, as indicated in the plans.

**MATERIALS**

Furnish Department approved pre-packaged concrete or bulk concrete materials in a mix proportioned to satisfy provisions for Class AA Concrete detailed in Section 1000-4 of the *Standard Specifications* or as otherwise noted in these provisions. Concrete mix shall meet the following requirements:

<b>Physical Property</b>	<b>Threshold Limitation</b>	<b>Test Method</b>
Compressive Strength (at 3 hrs.)	4500 psi (min.)	ASTM C39/C109
Slump	4 in. (min.) 7 in. (max.)	AASHTO T119
Water to Cement Ratio	0.450 (max.)	N/A
Modulus of Elasticity (at 28 days)	5200 ksi (max.)	ASTM C469
Coefficient of Thermal Expansion (at 28 days)	4.5 in./in./° F (min.) 5.5 in./in./° F (max.)	AASHTO T336
Concrete Setting Times		ASTM C191



Initial	30 min. (max.)	
Final	40 min. (max)	

Concrete shall be capable of placement on existing concrete substrate surfaces within the following temperature limitations:

40° F (min.)

100° F (max.)

Measurement for determination of concrete material compositions shall be in accordance with Section 1000-8 of the *Standard Specifications*.

Submit pre-packaged concrete mix contents or concrete mix design, including laboratory compressive strength data, for a minimum of six 4-inch by 8-inch cylinders at an age of 3 hours and 1 day to the Engineer for review. Include test results for the slump and air content of the laboratory mix. Perform tests in accordance with AASHTO T119 and T152.

Provide aggregates that are free from ice, frost, and frozen particles when introduced into the mixer.

For equipment, proportioning and mixing of concrete compositions, see Section 1000-12 of the *Standard Specifications* and the Special Provision entitled "Volumetric Mixer." Prior to beginning any work, obtain approval for all equipment to be used for joint area preparation, mixing, placing, finishing, and curing the deck repair concrete.

#### **PLACEMENT AND FINISHING**

Place concrete for deck repair at locations indicated on the plans that have been properly prepared as required in the Special Provision "Class II Surface Preparation." Unless otherwise allowed, place, consolidate, finish, and cure concrete in accordance with Section 420 of the *Standard Specifications*. For small deck areas (less than 16 sq. ft.) finish surface by tining to a depth of ¼" in a pattern similar to the existing grooving pattern.

#### **MEASUREMENT AND PAYMENT**

*Concrete for Deck Repair* will be measured and paid for at the contract unit price bid for the actual cubic feet of concrete incorporated into the completed and accepted structure. This price and payment will be full compensation for furnishing, placing, consolidating, finishing, and curing the required amount of material to complete the deck repair.

Payment will be made under:

#### **Pay Item**

Concrete for Deck Repair

#### **Pay Unit**

Cubic Feet

**VOLUMETRIC MIXER****(SPECIAL)****DESCRIPTION**

This provision addresses the requirements for batching deck repair concrete at the point of delivery using a Mobile High Performance Volume Mixer (MHPVM). Work shall be in accordance with the general requirements of Article 1000-12 of the *Standard Specifications* and as amended by these special provisions.

**MATERIALS**

Produce high early strength concrete with MHPVM equipment. Furnish project site storage facilities that will provide protection of materials in accordance with the *Standard Specifications* and all material suppliers' recommendations.

**EQUIPMENT**

MHPVM devices shall have prominently displayed stamped metal plate(s) from the Volumetric Mixers Manufacturers Bureau stating that the equipment conforms to the requirements of ASTM C685.

Hydraulic cement concrete shall be mixed at the point of delivery by a combination of materials and mixer unit conforming to the following:

- (A) The unit shall be equipped with calibrated proportioning devices for each ingredient added to the concrete mix. The unit shall be equipped with a working recording meter that is visible at all times and furnishes a ticket printout with the calibrated measurement of the mix being produced. If at any time the mixer fails to discharge a uniform mix, production of concrete shall be suspended until such time that problems are corrected.
- (B) Each unit shall have prominently displayed stamped metal plate(s) attached by the manufacturer on which the following are plainly marked: the gross volume of the transportation unit in terms of mixed concrete, the discharge speed and the mass calibrated constant of the machine in terms of volume.
- (C) MHPVMs shall be calibrated by a Department approved testing agency in accordance with the manufacturer's recommendations at an interval of every six (6) months or a maximum production of 2,500 cubic yards, whichever comes first prior to use on the project. The yield shall be maintained within a tolerance of +/- 1% and verified using a minimum two (2) cubic foot container every 500 cubic yards or a minimum of once per week.
- (D) The three (3) cubic feet initially discharged from the truck shall be discarded and not used for concrete placement. Acceptance of the concrete shall comply with the *Standard Specifications* except that the sample secured for acceptance testing will be taken after four (4) cubic feet is discharged from the delivery vehicle. During discharge, the consistency as determined by ASTM C143 on representative samples taken from the mixer discharge at random intervals shall not vary by more than 1 inch. Acceptance tests shall be performed on each load. If test data demonstrates that acceptable consistency of concrete properties is being achieved, the Engineer may reduce testing requirements.

(E) MHPVM equipment shall be operated by a person who is a certified operator by the equipment manufacturer. Any equipment adjustments made during the on-site production of concrete shall be done under the direct on-site supervision of the producer's NCDOT Certified Concrete Batch Technician.

#### UNIFORMITY AND ACCEPTANCE

The contractor is responsible for providing a Certified Concrete Batch Technician during batching operations, and a Certified Concrete Field Technician during placing operations. Certifications can be obtained from NCDOT Materials and Test's Concrete Certification School.

<https://connect.ncdot.gov/resources/Materials/pages/concretecercertificationschools.aspx>

#### MEASUREMENT AND PAYMENT

*Volumetric Mixer* will be paid for as lump sum and will be full compensation for furnishing the certified MHPVM devices and calibration of the equipment.

Pay Item	Pay Unit
Volumetric Mixer	Lump Sum

#### FOAM JOINT SEALS FOR PRESERVATION

(SPECIAL)

#### SEALS

Use preformed seals compatible with concrete and resistant to abrasion, oxidation, oils, gasoline, salt, and other materials that are spilled on or applied to the surface. Use a resilient, UV stable, preformed, impermeable, flexible, expansion joint seal. The joint seal shall consist of low-density, closed cell, cross-linked polyethylene non-extrudable foam. The joint seal shall contain no EVA (Ethylene Vinyl Acetate). Cell generation shall be achieved by being physically blown using nitrogen. No chemical blowing agents shall be used in the cell generation process.

Use seals manufactured with grooves  $1/8'' \pm$  wide by  $1/8'' \pm$  deep and spaced between  $1/4''$  and  $1/2''$  apart along the bond surface running the length of the joint. Use seals with a depth that meets the manufacturer's recommendation, but is not less than 70% of the uncompressed width. Provide a seal designed so that, when compressed, the center portion of the top does not extend upward above the original height of the seal by more than  $1/4''$ . Provide a seal that has a working range of 30% tension and 60% compression and meets the requirements given below.

TEST	TEST METHOD	REQUIREMENT
Tensile Strength	ASTM D3575, Suffix T	110 – 130 psi
Compression Set	ASTM D1056 Suffix B, 2 hr recovery	10% - 16%

Water Absorption	ASTM D3575	< 0.03 lb/ft <sup>2</sup>
Elongation at Break	ASTM D3575	180% - 210%
Tear Resistance	ASTM D624 (D3575, Suffix G)	14 – 20 pli
Density	ASTM D3575, Suffix W, Method A	1.8 – 2.2 lb/ft <sup>3</sup>
Toxicity	ISO-10993.5	Pass (not cytotoxic)

Have the top of the joint seal clearly shop marked. Inspect the joint seals upon receipt to ensure that the marks are clearly visible before installation.

### **BONDING ADHESIVE**

Use a two-component, 100% solid, modified epoxy adhesive supplied by the joint seal manufacturer that meets the requirements given below.

TEST	TEST METHOD	REQUIREMENT
Tensile strength	ASTM D638	3,000 psi (min.)
Compressive strength	ASTM D695	7,000 psi (min.)
Hardness	Shore D Scale	75-85 psi
Water Absorption	ASTM D570	0.25% by weight max.
Elongation to Break	ASTM D638	5% (max.)
Bond Strength	ASTM C882	2,000 psi (min.)

Use an adhesive that is workable to 40°F. When installing in ambient air or surface temperatures below 40°F or for application on moist, difficult to dry concrete surfaces, use an adhesive specified by the manufacturer of the joint seal.

### **SAWING THE JOINT**

The concrete at the face of the joint (elastomeric concrete, polyester polymer concrete, Portland cement concrete, etc.) shall have sufficient time to cure such that no damage can occur to the concrete prior to sawing to the final width and depth as specified in the plans.

When sawing the joint to receive the foam seal, always use a rigid guide to control the saw in the desired direction. To control the saw and to produce a straight line as indicated on the plans, anchor and positively connect a template or a track to the bridge deck. Do not saw the joint by visual

means such as a chalk line. Fill the holes used for holding the template or track to the deck with an approved flowable, non-shrink, non-metallic grout.

Saw cut to the desired width and depth in one (1) or two (2) passes of the saw by placing and spacing two (2) metal blades on the saw shaft to the desired width for the joint opening.

The desired depth is the depth of the seal plus ¼" above the top of the seal plus approximately 1" below the bottom of the seal. An irregular bottom of sawed joint is permitted as indicated on the plans. Grind exposed corners on saw cut edges to a ¼" chamfer.

Saw cut a straight joint, centered over the formed opening and to the desired width specified in the plans. Prevent any chipping or damage to the sawed edges of the joint.

Remove any staining or deposited material resulting from sawing with a wet blade to the satisfaction of the Engineer.

#### **PREPARATION OF SAWED JOINT FOR SEAL INSTALLATION**

The elastomeric concrete or polyester polymer concrete at the joint shall cure a minimum of 24 hours prior to seal installation. Portland cement concrete at the joint shall cure following the special provisions.

After sawing the joint, the Engineer will thoroughly inspect the sawed joint opening for spalls, popouts, cracks, etc. All necessary repairs will be made by the Contractor prior to blast cleaning and installing the seal, at no cost to the Department.

Clean the joints by sandblasting with clean dry sand immediately before placing the bonding agent. Sandblast the joint opening to provide a firm, clean joint surface free of curing compound, loose material and any foreign matter. Sandblast the joint opening without causing pitting or uneven surfaces. The aggregate in the joint concrete may be exposed after sandblasting.

After blasting, either brush the surface with clean brushes made of hair, bristle, or fiber, blow the surface with compressed air, or vacuum the surface until all traces of blast products and abrasives are removed from the surface, pockets, and corners.

If nozzle blasting is used to clean the joint opening, use compressed air that does not contain detrimental amounts of water or oil.

Examine the blast-cleaned surface and remove any traces of oil, grease, or smudge deposited in the cleaning operations.

Bond the seal to the blast-cleaned surface on the same day the surface is blast cleaned.

#### **SEAL INSTALLATION**

Install the joint seal according to the manufacturer's procedures and recommendations and as recommended below. Do not install the joint seal if the ambient air or surface temperature is below 45°F. Have a manufacturer's certified trained factory representative present during the installation of the first seal of the project.

Before installing the joint seal, check the uninstalled seal length to ensure the seal is the same length as the deck opening. When the joint seal requires splicing, use the heat welding method by placing the joint material ends against a Teflon heating iron of 425-475°F for 7 - 10 seconds, then pressing the ends together tightly. Do not test the welding until the material has completely cooled.

Begin installation by protecting the top edges of the concrete deck adjacent to the vertical walls of the joint as a means to minimize clean up. Stir each epoxy bonding agent component independently, using separate stirring rods for each component to prevent premature curing of the bonding agent. Pour the two (2) components, at the specified mixing ratio, into a clean mixing bucket. Mix the components with a low speed drill (400 rpm max.) until a uniform gray color is achieved without visible marbling. Apply bonding agent to both sides of the joint concrete, as well as both sides of the joint seal, making certain to fill completely the grooves with epoxy. With gloved hands, compress the joint seal and with the help of a blunt probe, push the seal into the joint opening until the seal is recessed approximately ¼” below the surface. When pushing down on the joint seal, apply pressure only in a downward direction. Do not push the joint seal into the joint opening at an angle that would stretch the material. Seals that are stretched during installation shall be removed and rejected. Once work on placing a seal begins, do not stop until it is completed. Clean the excess epoxy from the top of the joint seal immediately with a trowel. Do not use solvents or any cleaners to remove the excess epoxy from the top of the seal. Remove the protective cover at the joint edges and check for any excess epoxy on the surface. Remove excess epoxy with a trowel, the use of solvents or any cleaners will not be allowed.

The installed system shall be watertight and will be monitored until final inspection and approval.

(A) Watertight Integrity Test

- (1) Upon completion of each foam seal expansion joint, perform a water test on the top surface to detect any leakage. Cover the roadway section of the joint from curb to curb, or barrier rail to barrier rail, with water, either ponded or flowing, not less than 1 inch above the roadway surface at all points. Block sidewalk sections and secure an unnozzled water hose delivering approximately 1 gallon of water per minute to the inside face of the bridge railing, trained in a downward position about six (6) inches above the sidewalk, such that there is continuous flow of water across the sidewalk and down the curb face of the joint.
- (2) Maintain the ponding or flowing of water on the roadway and continuous flow across sidewalks and curbs for a period of five (5) hours. At the conclusion of the test, the underside of the joint is closely examined for leakage. The foam seal expansion joint is considered watertight if no obvious wetness is visible on the Engineer’s finger after touching a number of underdeck areas. Damp concrete that does not impart wetness to the finger is not considered a sign of leakage.
- (3) If the joint system leaks, locate the place(s) of leakage and take any repair measures necessary to stop the leakage at no additional cost to the Department. Use repair measures recommended by the manufacturer and approved by the Engineer prior to beginning corrective work.
- (4) If measures to eliminate leakage are taken, perform a subsequent water integrity test subject to the same conditions as the original test. Subsequent tests carry the same

responsibility as the original test and are performed at no additional cost to the Department.

Do not place pavement markings on top of foam joint seals.

### **BASIS OF PAYMENT**

*Foam Joint Seals for Preservation* will be measured and paid for at the contract unit price bid per linear foot and will be full compensation for furnishing all material, labor, tools, and equipment necessary for installing these seals in place and accepted.

#### **Pay Item**

#### **Pay Unit**

Foam Joint Seals for Preservation

Linear Feet

### **ELASTOMERIC CONCRETE FOR PRESERVATION**

**(SPECIAL)**

#### **DESCRIPTION**

Elastomeric concrete is a mixture of a two-part polymer consisting of polyurethane and/or epoxy and kiln-dried aggregate. Provide an elastomeric concrete and binder system that is preapproved. Use the concrete in the blocked out areas on both sides of the bridge deck joints as indicated on the plans.

#### **MATERIALS**

Provide materials that comply with the following minimum requirements at 14 days (or at the end of the specified curing time).

<b>ELASTOMERIC CONCRETE PROPERTIES</b>	<b>TEST METHOD</b>	<b>MINIMUM REQUIREMENT</b>
Compressive Strength, psi	ASTM D695	2000
5% Deflection Resilience	ASTM D695	95
Splitting Tensile Strength, psi	ASTM D3967	625
Bond Strength to Concrete, psi	ASTM C882 (C882M)	450
Durometer Hardness	ASTM D2240	50

<b>BINDER PROPERTIES (without aggregate)</b>	<b>TEST METHOD</b>	<b>MINIMUM REQUIREMENT</b>
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Tensile Strength, psi	ASTM D638	1000
Ultimate Elongation	ASTM D638	150%
Tear Resistance, lb/in	ASTM D624	200

In addition to the requirements above, the elastomeric concrete must be resistant to water, chemical, UV and ozone exposure and withstand temperature extremes. Elastomeric concrete systems requiring preheated aggregates are not allowed.

### **PREQUALIFICATION**

Manufacturers of elastomeric concrete materials shall submit samples (including aggregate, primer and binder materials) and a Type 3 certification in accordance with Article 106-3 of the *Standard Specifications* for prequalification to:

North Carolina Department of Transportation  
Materials and Tests Unit  
1801 Blue Ridge Road  
Raleigh, NC 27607

Prequalification will be determined for the system. Individual components will not be evaluated, nor will individual components of previously evaluated systems be deemed prequalified for use.

The submitted binder (a minimum volume of 1 gallon) and corresponding aggregate samples will be evaluated for compliance with the Materials requirements specified above. Systems satisfying all of the Materials requirements will be prequalified for a one (1) year period. Before the end of this period new product samples shall be resubmitted for prequalification evaluation.

If, at any time, any formulation or component modifications are made to a prequalified system that system will no longer be approved for use.

### **INSTALLATION**

The elastomeric concrete shall not be placed until the reinforced concrete deck slab or overlay has cured for seven (7) full days and reached a minimum strength of 3,000 psi.

Provide a manufacturer's representative at the bridge site during the installation of the elastomeric concrete to ensure that all steps being performed comply with all manufacturer installation requirements including, but not limited to: weather conditions (ambient temperature, relative humidity, precipitation, wind, etc.), concrete deck surface preparation, binder and aggregate mixing, primer application, elastomeric concrete placement, curing conditions and minimum curing time before joint exposure to traffic. Do not place elastomeric concrete if the ambient air or surface temperature is below 45°F.

Prepare the concrete surface within 48 hours prior to placing the elastomeric concrete. Before placing the elastomeric concrete, all concrete surfaces shall be thoroughly cleaned and dry.



Sandblast the concrete surface in the blockout and clear the surface of all loose debris. Do not place the elastomeric concrete until the surface preparation is completed and approved.

Prepare and apply a primer, as per manufacturer's recommendations, to all concrete faces to be in contact with elastomeric concrete, and to areas specified by the manufacturer.

Prepare, batch, and place the elastomeric concrete in accordance with the manufacturer's instructions. Place the elastomeric concrete in the areas specified on the plans while the primer is still tacky and within two (2) hours after applying the primer. Trowel the elastomeric concrete to a smooth finish.

The joint opening in the elastomeric concrete shall match the formed opening in the concrete deck prior to sawing the joint.

### **FIELD SAMPLING**

Provide additional production material to allow freshly mixed elastomeric concrete to be sampled for acceptance. A minimum of six (6) 2-inch cube molds and three (3) 3-inch diameter x 6-inch cylinders will be taken by the Department for each day's production. Compression, splitting tensile, and durometer hardness testing will be performed by the Department to determine acceptance. Materials failing to meet the requirements listed above are subject to removal and replacement at no cost to the Department.

### **BASIS OF PAYMENT**

*Elastomeric Concrete for Preservation* will be measured and paid for at the contract unit price bid per cubic foot and will be full compensation for material, labor, tools, and equipment necessary for satisfactorily installing the elastomeric concrete in place.

<b>Pay Item</b>	<b>Pay Unit</b>
Elastomeric Concrete for Preservation	Cubic Feet

### **EPOXY RESIN INJECTION**

**(12-5-12)**

#### **1.0 GENERAL**

For repairing cracks, an approved applicator is required to perform the epoxy resin injection. Make certain the supervisor and the workmen have completed an instruction program in the methods of restoring concrete structures utilizing the epoxy injection process and have a record of satisfactory performance on similar projects.

The applicator furnishes all materials, tools, equipment, appliances, labor and supervision required when repairing cracks with the injection of an epoxy resin adhesive.

#### **2.0 SCOPE OF WORK**

Using Epoxy Resin Injection, repair all cracks 25 mils wide or greater on the end bent caps and interior bent columns and caps.

Repair any crack, void, honeycomb or spall area unsuitable for repair by injection with epoxy mortar.

### 3.0 COOPERATION

Cooperate and coordinate with the Technical Representative of the epoxy resin manufacturer for satisfactory performance of the work.

Have the Technical Representative present when the job begins and until the Engineer is assured that his service is no longer needed.

The expense of having this representative on the job is the Contractor's responsibility and no direct payment will be made for this expense.

### 4.0 TESTING

The North Carolina Department of Transportation Materials and Tests Unit will obtain cores from the repaired concrete for testing. If the failure plane is located at the repaired crack, a minimum compressive strength of 3000 psi is required of these cores.

### 5.0 MATERIAL PROPERTIES

Provide a two-component structural epoxy adhesive for injection into cracks or other voids. Provide modified epoxy resin (Component "A") that conforms to the following requirements:

	Test Method	Specification Requirements
Viscosity @ 40 ± 3°F, cps	Brookfield RVT Spindle No. 4 @ 20 rpm	6000 - 8000
Viscosity @ 77 ± 3°F, cps	Brookfield RVT Spindle No. 2 @ 20 rpm	400 - 700
Epoxide Equivalent Weight	ASTM D1652	152 - 168
Ash Content, %	ASTM D482	1 max.

Provide the amine curing agent (Component "B") used with the epoxy resin that meets the following requirements:

	Test Method	Specification Requirements
Viscosity @ 40 ± 3°F, cps	Brookfield RVT Spindle No. 2 @ 20 rpm	700 - 1400

Viscosity @ 77 ± 3°F, cps	Brookfield RVT Spindle No. 2 @ 20 rpm	105 - 240
Amine Value, mg KOH/g	ASTM D664*	490 - 560
Ash Content, %	ASTM D482	1 max.
* Method modified to use perchloric acid in acetic acid.		

Certify that the Uncured Adhesive, when mixed in the mix ratio that the material supplier specifies, has the following properties:

Pot Life (60 gram mass)

@ 77 ± 3°F - 15 minutes minimum

@ 100 ± 3°F - 5 minutes minimum

Certify that the Adhesive, when cured for 7 days at 77 ± 3°F unless otherwise specified, has the following properties:

	Test Method	Specification Requirements
Ultimate Tensile Strength	ASTM D638	7000 psi (min.)
Tensile Elongation at Break	ASTM D638	4% max.
Flexural Strength	ASTM D790	10,000 psi (min.)
Flexural Modulus	ASTM D790	3.5 x 10 <sup>5</sup> psi
Compressive Yield Strength	ASTM D695	11,000 psi (min.)
Compressive Modulus	ASTM D695	2.0 - 3.5 x 10 <sup>5</sup> psi
Heat Deflection Temperature	ASTM D648*	125°F min.
Cured 28 days @ 77 ± 3°F		135°F min.
Slant Shear Strength, 5000 psi (34.5 MPa) compressive strength concrete	AASHTO T237	
Cured 3 days @ 40°F wet concrete		3500 psi (min.)
Cured 7 days @ 40°F		4000 psi (min.)

wet concrete		
Cured 1 day @ 77°F		
dry concrete		5000 psi (min.)
* Cure test specimens so that the peak exothermic temperature of the adhesive does not exceed 77°F.		

Use an epoxy bonding agent, as specified for epoxy mortar, as the surface seal (used to confine the epoxy resin during injection).

## **6.0 EQUIPMENT FOR INJECTION**

Use portable positive displacement type pumps with interlock to provide positive ratio control of exact proportions of the two components at the nozzle to meter and mix the two injection adhesive components and inject the mixed adhesive into the crack. Use electric or air powered pumps that provide in-line metering and mixing.

Use injection equipment with automatic pressure control capable of discharging the mixed adhesive at any pre-set pressure up to  $200 \pm 5$  psi and equipped with a manual pressure control override.

Use equipment capable of maintaining the volume ratio for the injection adhesive as prescribed by the manufacturer. A tolerance of  $\pm 5\%$  by volume at any discharge pressure up to 200 psi is permitted.

Provide injection equipment with sensors on both the Component A and B reservoirs that automatically stop the machine when only one component is being pumped to the mixing head.

## **7.0 PREPARATION**

Follow these steps prior to injecting the epoxy resin:

Remove all dirt, dust, grease, oil, efflorescence and other foreign matter detrimental to the bond of the epoxy injection surface seal system from the surfaces adjacent to the cracks or other areas of application. Acids and corrosives are not permitted.

Provide entry ports along the crack at intervals not less than the thickness of the concrete at that location.

Apply surface seal material to the face of the crack between the entry ports. For through cracks, apply surface seal to both faces.

Allow enough time for the surface seal material to gain adequate strength before proceeding with the injection.

## 8.0 EPOXY INJECTION

Begin epoxy adhesive injection in vertical cracks at the lower entry port and continue until the epoxy adhesive appears at the next higher entry port adjacent to the entry port being pumped.

Begin epoxy adhesive injection in horizontal cracks at one end of the crack and continue as long as the injection equipment meter indicates adhesive is being dispensed or until adhesive shows at the next entry port.

When epoxy adhesive appears at the next adjacent port, stop the current injection and transfer the epoxy injection to the next adjacent port where epoxy adhesive appeared.

Perform epoxy adhesive injection continuously until cracks are completely filled.

If port to port travel of epoxy adhesive is not indicated, immediately stop the work and notify the Engineer.

## 9.0 FINISHING

When cracks are completely filled, allow the epoxy adhesive to cure for sufficient time to allow the removal of the surface seal without any draining or runback of epoxy material from the cracks.

Remove the surface seal material and injection adhesive runs or spills from concrete surfaces.

Finish the face of the crack flush to the adjacent concrete, removing any indentations or protrusions caused by the placement of entry ports.

## 10.0 BASIS OF PAYMENT

Payment for epoxy resin injection will be at the contract unit price per linear foot for "Epoxy Resin Injection". Such payment will be full compensation for all materials, tools, equipment, labor, and for all incidentals necessary to complete the work.

## SHOTCRETE REPAIRS

(SPECIAL)

### GENERAL

The work covered by this special provision consists of removing deteriorated concrete from the structure in accordance with the limits, depth and details shown on the plans, described herein and as established by the Engineer. This work also includes removing and disposing all loose debris, cleaning and repairing reinforcing steel and applying structural shotcrete.

The location and extent of repairs shown on the plans are general in nature. The Engineer shall determine the extent of removal in the field based on an evaluation of the condition of the exposed surfaces.

Any portion of the structure that is damaged from construction operations shall be repaired to the Engineer's satisfaction, at no extra cost to the Department.

**MATERIAL REQUIREMENTS**

Use prepackaged shotcrete conforming to the requirements of ASTM C1480, the applicable sections of the *Standard Specifications* and the following:

Test Description	Test Method	Age (Days)	Specified Requirements
Silica Fume (%)	ASTM C1240	-	10 (Max.)
Water/Cementitious Materials Ratio	-	-	0.40 (Max.)
Air Content - As Shot (%)	ASTM C231	-	4 ± 1
Slump - As Shot (Range in inches)	ASTM C143	-	2 - 3
Minimum Compressive Strength (psi)	ASTM C39	7 28	3,000 5,000
Minimum Bond Pull-off Strength (psi)	ASTM C1583	28	145
Rapid Chloride Permeability Tests (range in coulombs)	ASTM C1202	-	100 - 1000

Admixtures are not allowed unless approved by the Engineer. Store shotcrete in an environment where temperatures remain above 40°F and less than 95°F

All equipment must operate in accordance with the manufacturer's specifications and material must be placed within the recommended time.

**QUALITY CONTROL****(A) Qualification of Shotcrete Contractor**

The shotcrete Contractor shall provide proof of experience by submitting a description of jobs similar in size and character that have been completed within the last five (5) years. The name, address and telephone number of references for the submitted projects shall also be furnished. Failure to provide appropriate documentation will result in the rejection of the proposed shotcrete contractor.

**(B) Qualification of Nozzleman**

The shotcrete Contractor's nozzleman shall be certified by the American Concrete Institute (ACI). Submit proof of certification to the Engineer prior to beginning repair work. The nozzleman shall maintain certification at all times while work is being performed for the Department. Failure to provide and maintain certification will result in the rejection of the proposed nozzleman.

### TEMPORARY WORK PLATFORM

Prior to beginning any repair work, provide details for a sufficiently sized temporary work platform at each repair location. Design steel members to meet the requirements of the American Institute of Steel Construction Manual. Design timber members in accordance with the *National Design Specification for Stress-Grade Lumber and Its Fastenings* of the National Forest Products Association. Submit the platform design and plans for review and approval. The design and plans shall be sealed and signed by a North Carolina registered Professional Engineer. Do not install the platform until the design and plans are approved. Drilling holes in the superstructure for the purpose of attaching the platform is prohibited. Upon completion of work, remove all anchorages in the substructure and repair the substructure at no additional cost to the Department.

### SURFACE PREPARATION

Prior to starting the repair operation, delineate all surfaces and areas assumed to be deteriorated by visually examining and sounding the concrete surface with a hammer or other approved method. The Engineer is the sole judge in determining the limits of deterioration.

Prior to removal, introduce a shallow saw cut approximately ½” in depth around the repair area at right angles to the concrete surface. Remove all deteriorated concrete 1 inch below the reinforcing steel with a 17 lb (maximum) pneumatic hammer with points that do not exceed the width of the shank or with hand picks or chisels as directed by the Engineer. Do not cut or remove the existing reinforcing steel. Unless specifically directed by the Engineer, do not remove concrete deeper than 1 inch below the reinforcing steel.

Abrasive blast all exposed concrete surfaces and existing reinforcing steel in repair areas to remove all debris, loose concrete, loose mortar, rust, scale, etc. After sandblasting examine the reinforcing steel to ensure at least 90% of the original diameter remains. If there is more than 10% reduction in the rebar diameter, splice in and securely tie supplemental reinforcing bars as directed by the Engineer.

Provide stainless welded wire fabric at each repair area larger than one square foot if the depth of the repair exceeds 2 inches from the “As Built” outside face. Provide a minimum 4" x 4" - 12 gage stainless welded wire fabric unless otherwise shown on the plans. Rigidly secure the welded wire fabric to existing steel or to 3/16" diameter stainless hook fasteners adequately spaced to prevent sagging. Encase the welded wire fabric in shotcrete a minimum depth of 1½ inches.

The contractor has the option to use synthetic fiber reinforcement as an alternate to welded wire fabric if attaching welded wire fabric is impractical or if approved by the Engineer. Welded wire fabric and synthetic fiber reinforcement shall not be used in the same repair area.

Thoroughly clean the repair area of all dirt, grease, oil or foreign matter, and remove all loose or weakened material before applying shotcrete. Saturate the repair area with clean water the day before applying shotcrete. Bring the wetted surface to a saturated surface dry (SSD) condition prior to applying shotcrete and maintain this condition until the application begins.

Use a blowpipe to facilitate removal of free surface water. Only oil-free compressed air is to be used in the blowpipe.

The time between removal of deteriorated concrete and applying shotcrete shall not exceed five (5) calendar days. If the time allowance exceeds (5) calendar days, prepare the surface at the direction of the Engineer before applying shotcrete.

#### **APPLICATION AND SURFACE FINISH**

Apply shotcrete only when the surface temperature of the repair area is greater than 40°F and less than 95°F. Do not apply shotcrete to frosted surfaces. Maintain shotcrete at a minimum temperature of 40°F for three (3) calendar days after placement.

Apply shotcrete in layers. The properties of the applied shotcrete determine the proper thickness of each layer or lift.

The nozzleman should hold the nozzle three (3) to four (4) feet from the surface being covered in a position that ensures the shotcrete strikes at right angles to the surface being covered without excessive impact. The nozzleman shall maintain the water amount at a practicable minimum, so the mix properly adheres to the repair area. Water content should not become high enough to cause the mix to sag or fall from vertical or inclined surfaces, or to separate in horizontal layers.

Use shooting wires or guide strips that do not entrap rebound sand. Use guide wires to provide a positive means of checking the total thickness of the shotcrete applied. Remove the guide wires prior to the final finish coat.

To avoid leaving sand pockets in the shotcrete, blow or rake off sand that rebounds and does not fall clear of the work, or which collects in pockets in the work. Do not reuse rebound material in the work.

If a work stoppage longer than two (2) hours takes place on any shotcrete layer prior to the time it has been built up to required thickness, saturate the area with clean water and use a blowpipe as outlined previously, prior to continuing with the remaining shotcrete course. Do not apply shotcrete to a dry surface.

Finish all repaired areas, including chamfered edges, as close as practicable to their original "As Built" dimensions and configuration. Provide a minimum 2" of cover for reinforcing steel exposed during repair. Slightly build up and trim shotcrete to the final surface by cutting with the leading edge of a sharp trowel. Use a rubber float to correct any imperfections. Limit work on the finished surface to correcting imperfections caused by trowel cutting.

Immediately after bringing shotcrete surfaces to final thickness, thoroughly check for sags, bridging, and other deficiencies. Repair any imperfections at the direction of the Engineer.

Prevent finished shotcrete from drying out by maintaining 95% relative humidity at the repair and surrounding areas by fogging, moist curing or other approved means for seven (7) calendar days.



**MATERIAL TESTING & ACCEPTANCE**

Each day shotcreting takes place, the nozzleman shall shoot one 18" x 18" x 3" test panel in the same position as the repair work that is being done to demonstrate the shotcrete is being applied properly. Store, handle and cure the test panel in the same manner as the repaired substructure.

Approximately 72 hours after completing the final shotcrete placement, thoroughly test the surface with a hammer. At this time, the repair area should have sufficient strength for all sound sections to ring sharply. Remove and replace any unsound portions prior to the final inspection of the work. No additional compensation will be provided for removal and replacement of unsound shotcrete.

After seven (7) calendar days, core three (3) 3" diameter samples from each test panel and from the repaired structure as directed by the Engineer. Any cores taken from the structure shall penetrate into the existing structure concrete at least two (2) inches. Cores shall be inspected for delamination, sand pockets, tested for bond strength and compressive strength. If a core taken from a repaired structure unit indicates unsatisfactory application or performance of the shotcrete, take additional cores from the applicable structure unit(s) for additional evaluation and testing as directed by the Engineer. Any repair work failing to meet the requirements of this provision will be rejected and the Contractor shall implement a remediation plan to correct the deficiency at no additional cost to the Department. No extra payment will be provided for drilling extra cores. Patch all core holes in repaired structure units to the satisfaction of the Engineer. All material testing, core testing and sampling will be done by the Materials and Tests Unit of North Carolina Department of Transportation.

**MEASUREMENT AND PAYMENT**

*Shotcrete Repairs* will be measured and paid for at the contract unit price bid per cubic foot and will be full compensation for removal, containment and disposal off-site of unsound concrete including the cost of materials, labor, tools, equipment and incidentals necessary to complete the repair work. Depth will be measured from the original outside concrete face. The Contractor and Engineer will measure quantities after removal of unsound concrete and before application of repair material. Payment will also include the cost of sandblasting, surface cleaning and preparation, cleaning of reinforcing steel, placement of new steel, cost of temporary work platform, testing for soundness, curing of shotcrete and taking core samples from the test panels and substructure units.

Payment will be made under:

**Pay Item**

Shotcrete Repairs

**Pay Unit**

Cubic Feet

**CONCRETE REPAIRS****(SPECIAL)****DESCRIPTION**

Work includes removal of concrete in spalled, delaminated and/or cracked areas of the existing bent caps, bent columns, underside of bridge decks, deck slabs, girders, and bridge rails in reasonably close conformity with the lines, depth, and details shown on the plans, described herein and as established by the Engineer. This work also includes straightening, cleaning, and replacement of reinforcing steel, doweling new reinforcing steel, removing all loose materials, removing and disposing of debris, formwork, applying repair material, and protecting adjacent areas of the bridge and environment from material leakage. The repair material shall be one of the materials described in this Special Provision, unless otherwise noted in the plans or special provisions.

The location and extent of repairs shown on the plans described herein are general in nature. The Engineer shall determine the extent of removal in the field based on an evaluation of the condition of the exposed surfaces. The Contractor shall coordinate removal operations with the Engineer. No more than 30% of a round or square column or 30% of the bearing area under a beam shall be removed without a temporary support system and approval from the Engineer.

Repair, to the Engineer's satisfaction, any portion of the structure that is damaged from construction operations. No extra payment is provided for these repairs.

**SURFACE PREPARATION**

Adhere to the following surface preparation requirements or the repair material manufacturer's requirements, whichever is more stringent.

Prior to starting the repair operation, delineate all surfaces and areas assumed to be deteriorated by visually examining and sounding the concrete surface with a hammer or other approved method. The Engineer is the sole judge in determining the limits of deterioration.

Prior to concrete removal, introduce a shallow saw cut, ½" in depth, around the repair area at right angles to the concrete surface. Sawcut should be located a minimum 2" beyond the perimeter of the deteriorated concrete area to be repaired. Remove all concrete within the sawcut to a minimum depth of ½". If concrete removal exposes reinforcing steel, remove all deteriorated concrete 1" below the reinforcing steel with a 17 lb (maximum) pneumatic hammer, with points that do not exceed the width of the shank, or with hand picks or chisels, as directed by the Engineer. Do not cut or remove the existing reinforcing steel. Unless specifically directed by the Engineer, do not remove concrete deeper than 1" below the reinforcing steel.

Abrasive blast all exposed concrete surfaces and existing reinforcing steel in repair areas to remove all debris, loose concrete, loose mortar, rust, scale, etc. After blasting, examine the reinforcing steel to ensure at least 90% of the original diameter remains. If there is more than 10% reduction in the rebar diameter, splice in and securely tie supplemental reinforcing bars as directed by the Engineer. This might require additional removal of concrete, in order to achieve an appropriate splice length of the reinforcing steel.

Thoroughly clean the repair area of all dirt, grease, oil, or foreign matter, and remove all loose or weakened material by abrasive blasting before applying concrete repair material. Acid etch with 15% hydrochloric acid, only if approved by the Engineer. Follow acid etching by scrubbing and flushing with copious amounts of clean water. Check the cleaning using moist pH paper. Water cleaning is complete when the paper reads ten (10) or higher.

Follow all abrasive blasting with vacuum cleaning.

The time between removal of deteriorated concrete and applying concrete repair material shall not exceed 72 hours. If the time allowance exceeds 72 hours, prepare the surface at the direction of the Engineer before applying concrete repair material.

#### **APPLICATION AND SURFACE FINISH**

Apply repair material to damp surfaces only when allowed by repair material recommendations and approved by the Engineer. Prepare damp surfaces in accordance with the *Standard Specifications* and/ or repair material manufacturer's recommendations. Use a blowpipe to facilitate removal of free surface water. Only oil-free compressed air is to be used in the blowpipe.

When surface preparation is completed, mix and apply repair material in accordance with the *Standard Specifications* and/ or repair material manufacturer's recommendations.

Use aggregate that is washed, kiln-dried, and bagged. Maximum size of aggregate shall not exceed 2/3 of the minimum depth of the repair area, or 3/4 of the depth of excavation behind the reinforcing steel, whichever is smaller.

Unless otherwise required by the repair material manufacturer, apply bonding agent to all repair areas immediately prior to placing repair material.

Repair areas shall be formed unless otherwise approved by the Engineer. Form and finish all repaired areas, including chamfered edges, as close as practicable to their original "As Built" dimensions and configuration. After applying the repair material, remove excessive material and provide a smooth, flush surface, unless directed otherwise.

Cure finished Class A concrete repair material by maintaining 95% relative humidity at the repair and surrounding areas by fogging, moist curing, or other approved means for seven (7) days. Cure polymer modified concrete repair material in accordance with manufacturer's recommendations.

#### **REPAIR MATERIAL OPTIONS**

##### **(A) Polymer Modified Concrete Repair Material**

Repair material shall be polymer modified cement mortar for vertical or overhead applications and shall be suitable for applications in marine environments. Material shall be approved for use by NCDOT. Submit repair material to the Engineer for review and approval prior to beginning the work. Color of repair material shall be concrete gray.

##### **(B) Class A Concrete Repair Material**

Repair material shall be Class A Portland Cement Concrete as described in Article 1000-4 of the *Standard Specifications*.

**TEMPORARY WORK PLATFORM**

Prior to beginning any repair work, provide details for a sufficiently sized temporary work platform at each repair location. Design steel members to meet the requirements of the *American Institute of Steel Construction Manual*. Design timber members in accordance with the *National Design Specification for Stress-Grade Lumber and Its Fastenings* of the National Forest Products Association. Submit the platform design and plans for review and approval. The design and plans shall be sealed and signed by a North Carolina registered Professional Engineer. Do not install the platform until the design and plans are approved. Drilling holes in the superstructure for the purpose of attaching the platform is prohibited. Upon completion of work, remove all anchorages in the substructure and repair the substructure at no additional cost to the Department.

**MEASUREMENT AND PAYMENT**

*Concrete Repairs* will be measured and paid for at the contract unit price bid per cubic foot and will be full compensation for removal, containment and disposal off-site of unsound concrete including the cost of materials, reinforcing steel, labor, tools, equipment and incidentals necessary to complete the repair work. Depth will be measured from the original outside concrete face. The Contractor and Engineer will measure quantities after removal of unsound concrete and before application of repair material. Payment will also include the cost of abrasive blasting, surface cleaning and preparation, blast cleaning of reinforcing steel, placement of new reinforcing steel, cost of temporary work platform, testing of the soundness of the exposed concrete surface, furnishing and installation of repair mortar material, curing and sampling of concrete, and protection/cleaning of adjacent areas from splatter or leakage.

Reinforcing Steel that is required for the repairs will be in accordance with Section 425 of the *Standard Specifications*.

Payment will be made under:

<b>Pay Item</b>	<b>Pay Unit</b>
Concrete Repairs	Cubic Feet

**CLEANING AND PAINTING EXISTING BEARINGS WITH HRSCA (SPECIAL)****DESCRIPTION**

These items of work shall consist of cleaning, preparation, and field application of the specified paint system to existing steel bridge bearings and for all labor, materials, tools and equipment necessary, to complete the work to the limits shown on the plans, described in these special provisions, or as directed by the Engineer.

The bridge bearings shall be cleaned using hand tools, power tools, and high pressure water equipment. Using dry compressed air, connections and crevices will be dried completely. Rust penetrant will be applied to all open connections, crevices, pack rust and rust scale areas. A paint

system with a co-polymerized high ratio of ‘active’ calcium sulfonate (HRCSA) shall be used as a stripe coat at all connections/crevices and as a topcoat over the bearings.

The bearings shall be considered to be plates (including masonry plates, sole plates, embedded plates, and other associated plates), bolts, nuts, washers, rockers, and any other components or hardware that comprise the bearing assembly.

#### **TWELVE-MONTH OBSERVATION PERIOD**

The Contractor maintains responsibility for the coating system for a 12-month observation period beginning upon the satisfactory completion of all the work required in the plans or as directed by the Engineer. The Contractor shall guarantee the coating system under the payment and performance bond (refer to Article 109-10 of the *Standard Specifications*). To complete successfully the observation period, the coating system shall meet the following requirements after 12 months service:

- (A) No visible rust, contamination or application defect is observed in any coated area.
- (B) Painted surfaces have a uniform color and gloss.
- (C) Painted surfaces have an adhesion that meets an ASTM D3359, 3A rating.

Final acceptance is made only after the paint system meets the above requirements.

#### **SUBMITTALS**

Submit all of the following to the Engineer for review and approval before scheduling the pre-construction meeting. Allow at least two (2) weeks for the review process.

- (A) The existing paint systems include toxic substances such as red lead oxide, which are considered hazardous if improperly removed. The contractor shall be currently Society for Protective Coatings (SSPC) Quality Program (QP) 2, Category A certified, and have successfully completed lead paint removal and field painting on similar structures within 18 months prior to this bid. Lead abatement work completed within the 18 month period shall have been completed in accordance with contract specifications, free of citation from safety or environmental agencies. Lead abatement work shall include, but not be limited to: abrasive blasting; waste handling, storage and disposal; worker safety during lead abatement activities (fall protection, personal protective equipment (PPE), etc.); and containment. This requirement is in addition to the contractor pre-qualification requirements covered by Article 102-2 of the *Standard Specifications*.

The apparent low bidder shall submit a list of projects for which QP 2 work was performed within the last 18 months including owner contact information and submit to the Engineer a “Lead Abatement Affidavit”. This form may be downloaded from: <https://www.ncdot.gov/initiatives-policies/Transportation/bridges/Documents/leadabatementaffidavit.pdf>

- (B) Work schedule which shall be kept up to date, with a copy of the revised schedule being provided to the Engineer in a timely manner.

- (C) Containment system plans and design calculations in accordance with SSPC Guide 6, Class 2A and other project requirements, signed and sealed by a Professional Engineer licensed by the State of North Carolina.
- (D) Bridge wash water sampling and disposal plan.
- (E) Subcontractor identification.
- (F) Lighting plan for night work in accordance with Section 1413 of the *Standard Specifications*.
- (G) Traffic control plan with NCDOT certified supervisors, flaggers and traffic control devices.
- (H) Health and safety plan addressing at least the required topics as specified by the SSPC QP 1 and QP 2 program and including hazard communication, respiratory health, emergency procedures, and local hospital and treatment facilities with directions and phone numbers, disciplinary criteria for workers who violate the plan and accident investigation. The plan shall address the following: hazardous materials, personal protective equipment, general health and safety, occupational health and environmental controls, fire protection and prevention, signs signals, and barricades, materials handling, storage, use, and disposal, hand and power tools, welding and cutting, electrical, scaffolds, fall protection, cranes, derricks, hoists, elevators, and conveyors, ladders, toxic and hazardous substances, airless injection and high pressure water jet (HPWJ).
- (I) Provide the Engineer a letter of certification that all employees performing work on the project have blood lead levels that are below the Occupational Safety and Health Administration (OSHA) action level.
- (J) Provide the Engineer with Competent Person qualifications and summary of work experience.
- (K) Environmental Compliance Plan.
- (L) Quality Control Plan (Project Specific) with quality control qualifications and summary of work experience.
- (M) Bridge and Public Protection Plan (Overspray, Utilities, etc. - Project/Task Specific).
- (N) Abrasive Blast Media:
  - (1) Product Data Sheet.
  - (2) Blast Media Test Reports in accordance with Article 1080-12 of the *Standard Specification*.
- (O) Coating Material:
  - (1) NCDOT HICAMS Test Reports (testing performed by NCDOT Materials and Tests Unit).
  - (2) Product Data Sheets.
  - (3) Material Safety Data Sheets.
  - (4) Product Specific Repair Procedures.
  - (5) Acceptance letters from paint manufacturer's for work practices that conflict with special provisions and/or paint manufactures product data sheets.

#### **PRE-CONSTRUCTION MEETING**

Submittals shall be reviewed and approved by the Engineer prior to scheduling the pre-construction meeting. Allow no less than two (2) weeks for a review process. When requesting a pre-construction meeting, contact the Engineer at least seven (7) working days in advance of the desired pre-construction date. The contractor's project supervisor, Competent Person, quality control personnel and certified traffic control supervisor shall be in attendance at the pre-construction meeting in order for the Contractor and NCDOT team to establish responsibilities for various personnel during project duration and to establish realistic timeframes for problem escalation.

## CONTAINMENT SYSTEM

If a containment plan for Painting of Existing Structure is submitted for a bridge that will have its bearings cleaned and painted with HRCSA, the containment plan for that structural steel painting operation will suffice for cleaning and painting existing bearings with HRCSA. If the structural steel of a bridge is not to be cleaned and painted, and no containment plan has been submitted for that bridge, and that bridge will have its bearings cleaned and painted with HRCSA, a containment plan for cleaning and painting existing bearings with HRCSA shall be submitted for review and approval.

Prior to performing any construction or painting operations on the structure, the Contractor shall furnish the Engineer with plans and design calculations for a sufficiently designed containment system, which will provide access for any repairs on structural steel members, cleaning and surface preparations for structural steel members, and coating operations for structural steel members of the bridge. The containment system shall not be installed, and no work shall begin, until the Engineer has reviewed and approved, in writing, the submitted containment system plans and design calculations. Containment system plans and design calculations shall be prepared, sealed, and signed by a Professional Engineer licensed by the State of North Carolina. Allow a minimum of two (2) weeks for review of the containment plans and calculations.

The containment system shall meet or exceed the requirements of Class 3W containment in accordance with SSPC Guide 6. The Contractor shall determine the required capacity of the containment system, which, at a minimum, shall include loads due to wind, repair materials and repair operations, equipment, and tools; however, the capacity shall not be less than that required by Federal or State regulations. Design steel members to meet the requirements of the *American Institute of Steel Construction Manual*. Design timber members in accordance with the *National Design Specification for Stress-Grade Lumber and Its Fastenings* of the National Forest Products Association. The containment system shall be constructed of materials capable of withstanding damage from any of the work required on this project and shall provide a two (2) hour resistance to fire.

In the containment system plans, describe how debris is contained and collected. Describe the type of tarpaulin, bracing materials, and the maximum designed wind load. Design wind loads shall be in accordance with the Falsework and Formwork special provision. Describe the dust collection system and how a negative pressure of 0.03 inches of water column is maintained inside the enclosure, while blasting operations are being conducted. Describe how the airflow inside the containment structure is designed to meet all applicable OSHA Standards. Describe how water run-off from rain will be routed by or through the enclosure. Describe how wash water will be contained and paint chips separated. Describe what physical containment will be provided during painting application to protect the public and areas not to be painted.

Drilling holes in the superstructure for the purpose of attaching the containment system is prohibited.

The Contractor will be responsible for certifying the containment system has been constructed in accordance with the approved plans.

The containment system shall be cleaned after each workday.

Upon completion of work, remove all anchorages in the substructure and repair the substructure at no additional cost to the Department.

Protect non-metallic parts of bearings from blasting and painting (i.e.: Pot Bearings, Elastomeric Pads, and Disc Bearings).

#### **WASH WATER SAMPLING AND DISPOSAL PLAN**

All wash water shall be collected and sampled prior to disposal. Representative sampling and testing methodology shall conform to North Carolina Administrative Code 15A NCAC 02B.0103, "Analytical Procedures". Wash water shall be tested for pollutants listed in 15A NCAC 02B.0211(3), 15A NCAC 02T.0505(b)(1) and 15A NCAC 2T.0905(h). Depending on the test results, wash water disposal methods shall be described in the disposal plan. Wash water shall be disposed of in accordance with all current Federal and State regulations. See link for NCDOT Guidelines for Managing Bridge Wash Water:

<https://www.ncdot.gov/initiatives-policies/Transportation/bridges/Documents/WashWater.pdf>

#### **WASTE HANDLING OF PAINT AND ABRASIVES**

Comply with all Federal, State, and local regulations. Failure to comply with the regulations could result in fines and loss of qualified status with NCDOT.

Comply with the Resource Conservation and Recovery Act (RCRA - 40 CFR 261 - 265) and the Occupational Safety and Health Act (OSHA - 29 CFR 1910 - 1926) regulations for employee training, and for the handling, storage, labeling, recordkeeping, reporting, inspections and disposal of all hazardous waste generated during paint removal.

A summary of Generator Requirements is available at the above NCDOT web link, which cites the specific regulations for each Generator category. Quantities of waste by weight and dates of waste generation shall be recorded. Waste stored at the project site shall be properly labeled. All waste, hazardous or non-hazardous, requires numbered shipping manifests.

The North Carolina Department of Environmental Quality (NCDEQ) have adopted RCRA as the North Carolina Hazardous Waste Management Rules and are responsible for enforcement. The *Hazardous Waste Generator Compliance Manual* is published by the Compliance Branch of the Division of Waste Management of NCDEQ, and can be found at: <https://files.nc.gov/ncdeq/Waste%20Management/DWM/HW/Compliance/Generator%20Compliance%20Manual.pdf>

Immediately after award of the contract, arrange for waste containers, sampling, testing, transportation, and disposal of all waste. No work shall begin until the Contractor furnishes the Engineer with a written waste disposal plan. Any alternative method for handling waste shall be pre-approved by the Engineer. Use an approved waste management company from the following link:

<https://www.ebs.nc.gov/VendorDirectory/results.html?sap-params=cD0xJTIwJmN1cnJlbnRfc2VhemNoX3BhZ2U9d2Mmc2VsZWNoaW9uX2Zpcm1fbmFtZT0mc2VsZWNoaW9uX2NlcnQ9JnNlbnRfc2VjZGlvdj9maXJtdHlwZT0meXNjX2Zpcm10eXB1PSZzZWx1Y3Rpb25fd29ya2xvY2F0aW9uPSZ5c2Nfd29ya2xvY2F0aW9uPSZzZWx1Y3Rpb25f>



[YWRkcnN0YXRIPSZ5c2NfYWRkcnN0YXRIPSZzZWxlY3Rpb25fYWRkcmNvdW50eT0meXNjX2FkZHVjb3VudHk9JnNlbGVjdGlvl93a2NvZGU9MDAzMDQwJnlzY193a2NvZGU9MDAzMDQwJTlwQ09OVEFNSU5BVEVEJTIwTUFURVJJQUxTJTlwUkVNT1ZBTCZzZWxlY3Rpb25fZGZlYz0meXNjX2Rpc2M9JnNlbGVjdGlvl9uYWljcz0meXNjX25haWNzPSZzZWxlY3Rpb25fY3R5cGU9MA%3d%3d](https://ncdenr.s3.amazonaws.com/s3fs-public/document-library/Lead%20Disposal.pdf)

All removed paint and spent abrasive media shall be tested for lead following the SW-846 Toxicity Characteristic Leaching Procedure (TCLP) Method 1311 Extraction, as required in 40 CFR 261, Appendix 11, to determine whether it shall be disposed of as hazardous waste. Furnish the Engineer certified test reports showing TCLP results of the paint chips stored on site, with disposal in accordance with “Flowchart on Lead Waste Identification and Disposal” at:

<https://ncdenr.s3.amazonaws.com/s3fs-public/document-library/Lead%20Disposal.pdf>

All sampling shall be done in presence of the Engineer’s representative.

The Competent Person shall obtain composite samples from each barrel of the wash water and waste generated by collecting two or more portions taken at regularly spaced intervals during accumulation. Composite the portions into one sample for testing purposes. Acquire samples after 10% or before 90% of the barrel has accumulated. The intent is to provide samples that are representative of widely separated portions, but not the beginning and end of wash water or waste accumulation.

Perform sampling by passing a receptacle completely through the discharge stream or by completely diverting the discharge into a sample container. If discharge of the wash water or waste is too rapid to divert the complete discharge stream, discharge into a container or transportation unit sufficiently large to accommodate the flow and then accomplish the sampling in the same manner as described above.

Comply with the NCDEQ *Hazardous Waste Compliance Generator Manual*. Record quantities of waste by weight and dates of waste generation. Until test results are received, store all waste, and label as “NCDOT Bridge Paint Removal Waste - Pending Analysis” and include the date generated and contact information for the Engineer. Store waste containers in an enclosed, sealed, and secured storage container protected from traffic from all directions. Obtain approval for the protection plan for these containers from the Engineer. If adequate protection cannot be obtained by use of existing guardrail, provide the necessary supplies and equipment to maintain adequate protection. Once test results are received and characterized, label waste as either “Hazardous Waste - Pending Disposal” or “Paint Waste - Pending Disposal”.

Once the waste has been collected, and the quantities determined, prepare the appropriate shipping documents and manifests and present them to the Engineer. The Engineer will verify the type and quantity of waste and obtain a Provisional Environmental Protection Agency (EPA) ID number from:

Melodi Deaver  
Division of Waste Management/Hazardous Waste Section  
North Carolina Department of Environmental Quality  
1646 Mail Service Center  
Raleigh, NC 27699  
Phone: (919) 707-8204, Email: [melodi.deaver@ncdenr.gov](mailto:melodi.deaver@ncdenr.gov)

At the time of shipping, the Engineer will sign, date, and add the ID number in the appropriate section on the manifest. The maximum on-site storage time for collected waste shall be 90 calendar days. All waste whether hazardous or non-hazardous will require numbered shipping manifests. The cost for waste disposal (including lab and Provisional EPA ID number) is included in the bid price for this contract. Note NC Hazardous Waste Management Rules (15A NCAC 13A) for more information. Provisional EPA ID numbers may be obtained at:

<https://deq.nc.gov/about/divisions/waste-management/hw/provisional-notification>

Testing labs shall be certified in accordance with North Carolina State Laboratory Public Health Environmental Sciences. List of certified laboratories may be obtained at:

<https://slphreporting.ncpublichealth.com/Certification/CertifiedLaboratory.asp>

All test results shall be documented on the lab analysis as follows:

(A) For leachable lead:

(1) Soils/Solid/Liquid- EPA 1311/200.7/6010

Area sampling will be performed for the first two (2) days at each bridge location. The area sample will be located within five (5) feet of the containment and where the highest probability of leakage will occur (access door, etc.). Results from the area sampling will be given to the Engineer within 72 hours of sampling (excluding weekends). If the results of the samples exceed  $20 \mu\text{g}/\text{m}^3$  corrective measures shall be taken and monitoring shall be continued until two (2) consecutive sample results are less than  $20 \mu\text{g}/\text{m}^3$ .

Time Weighted Average (TWA) may suspend the work if there are visible emissions outside the containment enclosure or pump monitoring results exceeding the level of  $30 \mu\text{g}/\text{m}^3$ .

Where schools, housing and/or buildings are within 500 feet of the containment, the Contractor shall perform initial Total Suspended Monitoring (TSP) Lead monitoring for the first ten (10) days of the project during abrasive blasting, vacuuming and containment removal. Additional monitoring will be required during abrasive blasting two (2) days per month thereafter. Results of the TSP monitoring at any location shall not exceed  $1.5 \mu\text{g}/\text{m}^3$ .

## **EQUIPMENT MOBILIZATION**

The equipment used in any travel lanes and paved shoulder shall be mobile equipment on wheels that has the ability to move on/off the roadway in less than 30 minutes. All work conducted in travel lanes shall be from truck or trailer supported platforms and all equipment shall be self-propelled or attached to a tow vehicle at all times.

**QUALITY CONTROL INSPECTOR**

Provide a quality control (QC) inspector in accordance with the SSPC QP guidelines to ensure that all processes, preparation, blasting and coating application are in accordance with the requirements of the contract. The inspector shall have written authority to perform QC duties to include continuous improvement of all QC internal procedures. The presence of the engineer or inspector at the work site shall in no way lessen the contractor's responsibility for conformity with the contract.

**QUALITY ASSURANCE INSPECTOR**

The quality assurance inspector which may be a Department employee or a designated representative of the Department shall observe, document, assess, and report that the Contractor is complying with all of the requirements of the contract. Inspectors employed by the Department are authorized to inspect all work performed and materials furnished. Such inspection may extend to all or any part of the work and to the preparation, fabrication, or manufacture of the materials to be used. The inspector is not authorized to alter or waive the requirements of the contract. Each stage in preparing the structure to be coated which includes but not limited to washing, blasting, coating testing and inspection shall be inspected and approved by the Engineer or an authorized representative.

**SUBLETTING OF CONTRACT**

Only contractors certified to meet SSPC QP 2, Category A, and have successfully completed lead paint removal and field painting on all similar structures within 18 months prior to this bid are qualified for this work. Work is only sublet by approval of the Engineer.

**PREPARATION OF SURFACES****(A) Removal of Soil, Concrete, Debris, and Other Material**

Soil, concrete, debris, and other foreign material that might be on or attached to the bearings, plates, or any other bearing components shall be removed. Removal of such material may require the use of brooms, brushes, hand tools, hammers, chisels, pneumatic hammers, or other tools or power tools. Pneumatic hammers used for removal of such material shall weigh a nominal 15 lbs. or less. Exercise care to avoid nicking or gouging the bearing components during removal of soil, concrete, debris, and other foreign material. Should damage occur, repairs shall be made to the bearings at no cost to the Department.

**(B) Cleaning and Removal of Pack Rust**

Removal of pack rust shall be done by hand tool cleaning to meet requirements of SSPC Surface Preparation (SP)-SP 2, or by power tool cleaning to meet requirements of SSPC-SP 3, or a combination of these methods. Any black oxide scale shall be removed, unless otherwise directed by the Engineer. Pay particular attention to crevice areas when removing pack rust and rust scale. Exercise care to avoid nicking or gouging the bearing components during removal. Remove all rust scale and loose pack rust, followed by high pressure water cleaning.

**(C) High Pressure Water Cleaning (HPWC)**

The bearings shall be cleaned with water at a minimum pressure of 5,000 psi, at five (5) gallons per minute, with a rotating tip, at a maximum four (4) inch standoff distance from the steel surface, held as perpendicular to the steel surface as possible.

All water to be used in the surface preparation shall be potable water.

Ambient wash water temperature is allowed; hot water is not necessary.

The wash water shall include a soluble salt removing chemical at a minimum ratio of 100:1 and in compliance with manufacturer recommendations.

Care should be taken to ensure that the potable wash water does not have a level of chloride exceeding 15 parts per million (ppm) when tested. If higher, the level of soluble salt removing chemical should be proportionally increased as per manufactures recommendation.

It should be expected that the surfaces of the steel (and connections) are contaminated with soluble salts (e.g. Chlorides, Sulfates, or Nitrates). Using an acceptable sample method in accordance with SSPC Guide 15, ensure that soluble slat levels on the surfaces do not exceed allowable soluble salt limits listed below:

- (1) Chloride - NVC3 3  $\mu\text{g}/\text{cm}^2$
- (2) Sulfate - NVS10 10  $\mu\text{g}/\text{cm}^2$
- (3) Nitrate - NVN10 10  $\mu\text{g}/\text{cm}^2$

The frequency of testing shall be two (2) tests per span after all surface preparation has been completed and immediately prior to painting. Select test areas representing the greatest amount of corrosion in the span as determined by the Engineers' representative. Additional testing may be required if significant amounts of chloride are detected.

The surface cleaning shall meet the requirements of SSPC Waterjet (WJ)-WJ4, to remove loose paint and loose rust. SSPC SP2 or SP3 (hand or power tool cleaning) may be used in inaccessible areas or when water cleaning is not possible.

In some cases, after HPWC, there may be areas of tightly adhered black oxide that were not removed. All black oxide scale shall be removed, unless otherwise directed by the Engineer.

If there is a question of whether all loose paint has been removed, adhesion testing of the remaining "tightly adhered" paint shall be done in accordance with ASTM D 4541-02 Standard Test Method for Pull-Off Strength of Coatings Using Portable Adhesion Testers, with a minimum value of 300 psi.

Care should be taken to ensure all crevice corroded and pack rusted joints connections and corrosion frozen bearings are flushed with water containing a soluble salt removing chemical, at a minimum pressure of 5,000 psi, at five (5) gallons per minute, to ensure removal of all loose materials and to flush out any contaminant.

#### (D) Compressed Air Drying

All joints, connections, and bearings shall be blown dry with clean, dry, oil free, high pressure (100 psi) compressed air, regardless if the areas appear to be dry. Use the white blotter test in

accordance with ASTM D4285 to verify the cleanliness of the compressed air used for blowout of "Limited Access" areas and drying. Conduct the test at least once per shift for each compressor system. Sufficient freedom from oil and moisture is confirmed if soiling and/or discoloration are not visible on the paper. If air contamination is evidenced, change filters, clean traps, add moisture separators or filters, or make adjustments as necessary to achieve clean, dry air.

All surfaces shall be inspected at this point. Surface preparation found to be deficient will be repeated at the Contractor's expense as directed by the Engineer. Once areas are agreed to be satisfactory, the Contractor may proceed with penetrating sealer application.

## **PAINTING OF STEEL**

### **(A) Penetrating Sealer**

Penetrating sealer may be applied by brush, roller, or airless spray method as recommended by the manufacturer. The mixing amount and method of mixing for the sealer components must be in accordance with the manufacturer's instruction. Wet coat sufficiently to completely cover and penetrate the steel surface, but do not apply heavy coat. Use coat thickness as recommended by the manufacturer. Apply liberally to crevices and joints and/or spaces where a gap has been created between plates and around bolts, nuts and washers. Allow material to soak into spaces. Brush out any excess material, so as to not retard curing of the topcoat or result in an unaesthetically pleasing surface.

The penetrating sealer shall be applied within 24-hours after completion of the cleaning operations and before flash-rusting occurs. No bare steel surface prepared for penetrating sealer application shall be left uncoated long enough to allow the formation of rust. Cleaned areas upon which rust has formed shall be re-cleaned in accordance with the cleaning requirement at no additional cost. The presence of rust shall be determined by the Engineer.

The receiving steel surface shall be clean and absolutely dry. The permissible steel surface temperature and the ambient temperature shall be as recommended by the sealer manufacturer. However, in no case, shall the penetrating sealer be applied when the steel surface or the ambient temperatures is below 36°F or above 104°F, or the relative humidity exceeds 99% or a 3.6°F (2°C) temperature-Dew Point temperature spread.

Drying time is temperature, humidity, and film thickness dependent. Use manufacturer's recommended drying schedule to estimate the drying time of the penetrating sealer for application of the other coatings. If the manufacturer's recommendations allow, the use of forced air pressure to dry the surface will be permitted.

### **(B) HRCSA – Striping and Topcoat**

No application of any stripe/primer shall be allowed until cleaning and preparation of the substrate has been approved by the Engineer. See drawings to determine exact location of structure components to be painted.

The permissible steel surface temperature and the ambient temperature shall be as recommended by the coating manufacturer. However, in no case, shall the coating be applied

when the steel surface or the ambient temperatures is below 36°F or above 104°F, or the relative humidity exceeds 99% or a 3.6°F (2°C) temperature-Dew Point temperature spread.

The Contractor shall provide paint brushes, rollers, and spray equipment to conduct the work as specified in this special provision.

The Contractor shall also provide specialized equipment as required for the painting of limited access areas and for other difficult-to-clean areas. Specialized equipment may include, but is not limited to:

- (1) Pole guns for spray painting.
- (2) Mitts, daubers, or other methods to supplement brush application.

Stripe painting will be required on the following surfaces that have been cleaned: edges of plates, angles, lattice, connections (rivets and bolt heads) or other shapes, corners, crevices, back-to-back angles, and built-up edges. The surfaces of existing steel members to which new steel may be connected (faying surfaces) shall also be cleaned and painted as herein described. The stripe coat shall have a band width of at least four (4) in. (101.6 mm) to each side of the adjoining edges and is to completely coat the interior of all crevices. All stripe painting should be applied by spray, but immediately afterwards it may be “brushed in” using a brush. No other method of paint application will be allowed for stripe painting.

Paint for intermediate coat or topcoat may be applied using spray, brush, or roll methods.

Spray painting will be permitted only within a containment that will contain all of the sprayed material, as approved by the Engineer. Complete protection from paint spatter, spillage, overspray, wind-blown paint, or similar releases of paint shall be provided. Covers, tarps, mesh, and similar materials shall be placed around the work area to protect public and private property, pedestrian, vehicular, marine, or other traffic, all portions of the bridge, highway appurtenances, waterways, and similar surrounding areas and property, upon, beneath, or adjacent to the structure.

Apply HRCSA as directed by the manufacturer. Wait time between the stripe coats, intermediate coats, and the topcoat shall be as per the manufacturer’s recommendations. The following paint schedule shall be used unless special exceptions are submitted and approved according to manufacturer recommendations prior to the start of this work.

<b>Application Location</b>	<b>Description</b>	<b>Film Thickness</b>
SPOT	Liberally apply a stripe coat to crevice corroded and pack rusted bearings and connections, provide extra material to bolts, nuts and any gaps around rivets.	15-18 mils (wet) 10-12 mils (dry)
SPOT	Over exposed metal areas and areas of tightly adhered contaminant free rust or flash rust, apply a spot prime with 5 to 7 mils DFT of Topcoat, including areas mentioned in previous SPOT application.	7-10 mils (wet) 5-7 mils (dry)

Prior to placing the subsequent coats, the Contractor will ensure that the prior coat is clean of all foreign matter, such as grease, dirt, bird waste, etc., before application of the subsequent coat.

Sealer, stripe, spot, and finish coats shall be applied in sufficient quantity so as to produce the minimum specified Dry Film Thicknesses (DFT). Care should be taken to not over apply the primer/topcoat, especially on flat surfaces. Maximum 25 mils DFT.

Active calcium sulfonate coatings cure slowly, so wet film measurements may be used as criteria for **preliminary** acceptance of the coating. Wet film thickness (WFT) measurements shall be determined as the job progresses and corrections shall be made during paint application.

Dry film thicknesses shall be determined using SSPC Paint Application (PA) PA2 – using a digital film thickness gage and a shim – after the coating has cured sufficiently to allow accurate measurements. Depending upon ambient air conditions, it may take more than one week before DFT measurements can be taken.

Areas failing to meet the specified WFT range shall be over-coated with the same paint to produce at least the total WFT required.

Paint applied containing unauthorized thinners, paint applied to contaminated surfaces, and paint applied contrary to this special provision shall result in the re-cleaning and re-painting of the surface. The work of re-cleaning, re-painting, or over-coating, if required, shall be performed within ten (10) working days following notification by the Engineer and shall be done by the Contractor to the satisfaction of the Engineer, at no additional cost to the Department.

## **MATERIALS**

### **(A) Penetrant and Paint System**

The paint system to be used shall be a High Ratio Co-Polymerized Calcium Sulfonate (HRCSA) coating system. Characteristics of submitted products shall meet or exceed those of the requirements listed within this special provision.

The structure is to be coated with a High Ratio, Co-Polymerized Calcium Sulfonate (HRCSA) corrosion mitigation system. Any Contractor-proposed coating system shall meet the following requirements:

- (1) The proposed coating system shall be an HRCSA coating as defined by this special provision and shall be submitted for approval.
  - (a) Primer/Topcoat (Minimum 9.5% active sulfonate) must maintain a 9-11 to 1 ratio Total Base Number to Active Sulfonate, i.e., total base number of 85 to 104 to 9.5% Active Sulfonate, as determined by Percent Active Sulfonate Content by Cationic Titration (Hyamine) testing, Procedure No. 817/4.9/T1409A.
  - (b) Formulations with greater than 27% Alkyd or co-polymer are not valid HRCSA.
  - (c) Zero Volatile Organic Compounds (VOC), 100% Solids Penetrant/Sealer approved by HRCSA manufacturer (Minimum 15% active sulfonate, a total base number of 135 to

165, must maintain a 9-11 to 1 ratio Active Sulfonate to Total Base Number as determined by Total Base Number Determination testing, Procedure No. 817/4.9/T1401.

- (2) The proposed coating system shall be certified in writing by the coating manufacturer that the HRCSA Primer/Topcoat and the HRCSA Penetrant Sealer meets the HRCSA special provision and has been verified by the testing titration protocols indicated above. The Engineer may choose to perform verification testing using the same protocols on materials delivered to the job site.
- (3) The proposed coating formulation shall have independent laboratory tests showing that the HRCSA coating, as supplied, has been tested to ASTM D5894 with a 24 hour freeze-thaw cycle and has passed a minimum 5,000 hours with no rust creepage at the scribe. The manufacturer shall certify that the currently manufactured formulation used is the same as the formulation that was tested, and can supply supporting documentation.

Lighting shall be equipped with explosion-proof fixtures.

The accumulation of empty paint cans, combustibles, and other debris will not be permitted.

Material Safety Data Sheets (MSDS) sheets for all materials shall be maintained on file and provided to the Engineer prior to receipt of the material from the manufacturers.

If required, paint shall be mixed with mechanical mixers in accordance with the paint manufacturer's recommendations.

The primer, stripe, and other coats may be thinned only if recommended by the manufacturer, done in compliance with the manufacturer's instructions, approved by the Engineer, and mixed in the presence of the Engineer. If recommended by the manufacturer and approved by the Engineer, a measuring cup, having graduation in ounces, shall be used in the addition of thinner to any paint. No "eye balling" during addition of thinner to paint will be allowed. Paint mixed with thinner by "eye balling" will be subject to rejection by the Engineer as ruined material.

#### (B) Penetrant and Paint Storage

Do not expose penetrant and paint materials to rain, excessive condensation, long periods of direct sunlight, or temperatures above 100°F or below 40°F. In addition, the Contractor shall place a device which records the high, low, and current temperatures inside the storage location. Follow the manufacturer's storage requirements if more restrictive than the above requirements. Any material found to be damaged or beyond its expiration date shown on the container shall be immediately removed from the project site and will be considered as ruined material.

All storage of paint, solvents, and other materials applied to structures shall be stored in accordance with Subarticle 442-9(C) of the *Standard Specifications* or the manufacturers' requirements. The more restrictive requirements will apply.

#### (C) Testing of Paint Samples

Engineer reserves the right to conduct tests of the materials at any time, and any number of times during the period of field painting.



The Engineer will sample the paint(s) being used. A representative size sample of each component of paint(s) at the construction site will be transferred to metal containers, identified, sealed, and certified in the presence of the Contractor.

Tests on paint samples may be performed by the Department in order to confirm the manufacturer's test results submitted with each batch of material.

If the laboratory test results show that the material being used does not comply with the requirements specified in this special provision, the Contractor will be directed to stop painting work and remove non-complying paint; pay for testing; re-paint surfaces coated with rejected paint; or remove rejected paint from previously painted surfaces if, upon re-painting with specified paint, the two (2) coatings are not compatible.

## **INSPECTION**

Surface Preparation for System 1 shall be in accordance with SSPC SP-10. Any area(s) not meeting the requirements of SSPC SP-10 shall be remediated prior to application of coating. Surface inspection is considered ready for inspection when all blast abrasive, residue and dust is removed from surfaces to be coated.

### **(A) Quality Assurance Inspection**

The Contractor furnishes all necessary OSHA approved apparatus such as ladders, scaffolds and platforms as required for the inspector to have reasonable and safe access to all parts of the work. The contractor illuminates the surfaces to be inspected to a minimum of 50-foot candles of light. All access points shall be illuminated to a minimum of 20-foot candles of light.

NCDOT reserves the right for ongoing Quality Assurance (QA) inspection to include but not limited to surface contamination testing, adhesion pull testing, and DFT readings as necessary to assure quality.

Inform the Engineer and the Division Safety Engineer of all scheduled and unannounced inspections from SSPC, OSHA, EPA and/or others that come on site. Furnish the Engineer a copy of all inspection reports except for reports performed by a third party and or consultant on behalf of the Contractor.

### **(B) Inspection Instruments**

At a minimum, furnish the following calibrated instruments and conduct the following quality control tests:

- (1) Sling Psychrometer - ASTM E337 - bulb type
- (2) Surface Temperature Thermometer
- (3) Wind Speed Indicator
- (4) Tape Profile Tester - ASTM D4417 Method C
- (5) Surface Condition Standards - SSPC VIS-1 and VIS-3
- (6) Wet Film Thickness Gage - ASTM D4414
- (7) Dry Film Thickness Gage - SSPC-PA2 Modified
- (8) Solvent Rub Test Kit - ASTM D4752
- (9) Adhesion Test Kit - ASTM D3359 Method A (Tape Test)

- (10) Adhesion Pull test - ASTM D4541
- (11) Surface Contamination Analysis Kit or (Chloride Level Test Kit) SSPC Technology Guide 15

(C) Quality Control

Maintain a daily quality control record in accordance with Subarticle 442-12(D) of the *Standard Specifications* and make such records available at the job site for review by the inspector and submit to the Engineer as directed. In addition to the information required on Form M&T-610, submit all Dry Film Thickness (DFT) readings on a form equivalent to Form M&T-611. These forms can be found at:

<https://connect.ncdot.gov/resources/Materials/Pages/Materials-Manual-by-Material.aspx?Order=MM-03-02>

Film thickness shall be measured at no less than six (6) random spots per bearing (each of four (4) bearing plate edges and two (2) readings on top of the sole plate). Also, film thickness shall be measured at no less than six (6) random spots per span on diaphragms/cross frames.

Each spot is an average of three (3) to five (5) individual gage readings as defined in SSPC PA-2. No spot average shall be less than 80% of minimum film thickness for each layer applied; this does not apply to stripe coat application. These non-conforming areas shall be corrected by the Contractor prior to applying successive coats.

Areas failing to meet the specified film thickness range shall be over-coated with the same paint to produce at least the total film thickness required.

#### **REPAIR OF DAMAGED COATINGS**

All damaged coatings, new or existing, shall be repaired prior to project completion and acceptance in accordance with the above specifications for re-coating and over-coating and as directed by the Engineer, at no additional cost to the Department.

#### **COATING MANUFACTURER'S REPRESENTATIVE**

Unless waived by the Engineer, the Contractor shall make arrangements for a representative of the coating manufacturer to be present on-site as work begins, at a minimum, and as necessary as work progresses, to work together with the Contractor and representatives of the Department and to provide comments and guidance, so that the cleaning, application, and inspection procedures are done properly.

**SAFETY AND ENVIRONMENTAL COMPLIANCE PLANS**

Personnel access boundaries are delineated for each work site using signs, tape, cones, or other approved means. Submit copies of safety and environmental compliance plans that comply with SSPC QP 2 Certification requirements.

**HEALTH AND SAFETY RESPONSIBILITIES**

This project may involve toxic metals such as arsenic, lead, cadmium and hexavalent chromium. It is the contractor's responsibility to test for toxic metals and if found, comply with the OSHA regulations, which may include medical testing.

Ensure a "Competent Person" as defined in OSHA 29 CFR 1926.62; one who is capable of identifying existing and predictable hazards in the surroundings or working conditions which are unsanitary, hazardous, or dangerous to employees, and who has authorization to take prompt corrective measures to eliminate them; is on site during all surface preparation activities and monitors the effectiveness of containment, dust collection systems and waste sampling. Before any work begins, provide a written summary of the Competent Person's safety training.

Comply with Subarticle 442-14(B) of the *Standard Specifications*.

Comply with Subarticle 442-14(D) of the *Standard Specifications*. Ensure employee blood sampling test results are less than 50 micrograms per deciliter. Remove employees with a blood sampling test of 50 or more micrograms per deciliter from work activities involving any lead exposure.

An employee who has been removed with a blood level of 50 micrograms per deciliter or more shall have two (2) consecutive blood sampling tests spaced one week apart indicating that the employee's blood lead level is at or below 40 micrograms per deciliter before returning to work activities involving any lead exposure.

All OSHA recordable accidents that occur during the project duration are to be reported to the Engineer within twenty-four (24) hours of occurrence. In addition, for accidents that involve civilians or property damage that occurs within the work zone the Division Safety Engineer shall be notified immediately.

Prior to blasting operations, the Contractor shall have an operational OSHA approved hand wash station at each bridge location and a decontamination trailer at each bridge or between bridges unless the work is on the roadway, or the Contractor shall show reason why it is not feasible to do so and provide an alternative site as approved by the Engineer. The Contractor shall assure that all employees whose airborne exposure to lead is above the Permissible Exposure Limit (PEL) shall shower at the end of their work shift.

**STORAGE OF PAINT AND EQUIPMENT**

Provide a location for materials, equipment, and waste storage. Spread tarpaulins over all pavements and surfaces underneath equipment used for abrasive recycling and other waste handling equipment or containers. All land and or lease agreements that involve private property shall disclose to the property owner that heavy metals may be present on the Contractor's equipment. Prior to storing the Contractor's equipment on private property, provide a notarized

written consent signed by the land owner received by the Engineer at least forty-eight (48) hours before using property. All storage of paint, solvents, and other materials applied to structures shall be stored in accordance with Subarticle 442-9(C) of the *Standard Specifications* or the manufacturers' requirements. The more restrictive requirements will apply.

## **UTILITIES**

Protect all utility lines or mains that may be supported on, under, or adjacent to bridge work sites from damage and paint overspray.

## **MEASUREMENT AND PAYMENT**

*Painting Containment for Bridge No. \_\_\_\_* will be paid for at the contract unit price which will be full compensation for the design, materials, installation, maintenance, and removal of the containment system.

*Pollution Control* will be paid at the contract lump sum price which will be full compensation for all collection, handling, storage, air monitoring, and disposal of debris and wash water, all personal protective equipment, and all personal hygiene requirements, and all equipment, material and labor necessary for the daily collection of the blast debris into specified containers; and any measures necessary to ensure conformance to all safety and environmental regulations as directed by the Engineer.

*Cleaning and Painting Existing Bearings with HRCSA* will be paid for per each which will be full compensation for all labor, materials and equipment necessary to complete the work. All work shall be done in a manner satisfactory to the Engineer.

Payment will be made under:

<b>Pay Item</b>	<b>Pay Unit</b>
Painting Containment for Bridge No. ____	Lump Sum
Pollution Control	Lump Sum
Cleaning and Painting Existing Bearings with HRCSA	Each

## **FALSEWORK AND FORMWORK**

**(4-5-12)**

### **1.0 DESCRIPTION**

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

Falsework is any temporary construction used to support the permanent structure until it becomes self-supporting. Formwork is the temporary structure or mold used to retain plastic or fluid concrete in its designated shape until it hardens. Access scaffolding is a temporary structure that functions as a work platform that supports construction personnel, materials, and tools, but is not intended to support the structure. Scaffolding systems that are used to temporarily support permanent structures (as opposed to functioning as work platforms) are considered to be falsework under the definitions given. Shoring is a component of falsework such as horizontal, vertical, or inclined support members. Where the term "temporary

works” is used, it includes all of the temporary facilities used in bridge construction that do not become part of the permanent structure.

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

## **2.0 MATERIALS**

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

## **3.0 DESIGN REQUIREMENTS**

### **A. Working Drawings**

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

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

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

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

If requested by the Engineer, submit with the working drawings manufacturer’s catalog data listing the weight of all construction equipment that will be supported on the temporary work. Show anticipated total settlements and/or deflections of falsework and forms on the working drawings. Include falsework footing settlements, joint take-up, and deflection of beams or girders.

As an option for the Contractor, overhang falsework hangers may be uniformly spaced, at a maximum of 36 inches, provided the following conditions are met:

Member Type (PCG)	Member Depth, (inches)	Max. Overhang Width, (inches)	Max. Slab Edge Thickness, (inches)	Max. Screed Wheel Weight, (lbs.)	Bracket Min. Vertical Leg Extension, (inches)
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II	36	39	14	2000	26
III	45	42	14	2000	35
IV	54	45	14	2000	44
MBT	63	51	12	2000	50
MBT	72	55	12	1700	48

Overhang width is measured from the centerline of the girder to the edge of the deck slab.

For Type II, III & IV prestressed concrete girders (PCG), 45-degree cast-in-place half hangers and rods must have a minimum safe working load of 6,000 lbs.

For MBT prestressed concrete girders, 45-degree angle holes for falsework hanger rods shall be cast through the girder top flange and located, measuring along the top of the member, 1'-2 1/2" from the edge of the top flange. Hanger hardware and rods must have a minimum safe working load of 6,000 lbs.

The overhang bracket provided for the diagonal leg shall have a minimum safe working load of 3,750 lbs. The vertical leg of the bracket shall extend to the point that the heel bears on the girder bottom flange, no closer than 4 inches from the bottom of the member. However, for 72-inch members, the heel of the bracket shall bear on the web, near the bottom flange transition.

Provide adequate overhang falsework and determine the appropriate adjustments for deck geometry, equipment, casting procedures and casting conditions.

If the optional overhang falsework spacing is used, indicate this on the falsework submittal and advise the girder producer of the proposed details. Failure to notify the Engineer of hanger type and hanger spacing on prestressed concrete girder casting drawings may delay the approval of those drawings.

Falsework hangers that support concentrated loads and are installed at the edge of thin top flange concrete girders (such as bulb tee girders) shall be spaced so as not to exceed 75% of the manufacturer's stated safe working load. Use of dual leg hangers (such as Meadow Burke HF-42 and HF-43) are not allowed on concrete girders with thin top flanges. Design the falsework and forms supporting deck slabs and overhangs on girder bridges so that there will be no differential settlement between the girders and the deck forms during placement of deck concrete.

When staged construction of the bridge deck is required, detail falsework and forms for screed and fluid concrete loads to be independent of any previous deck pour components when the mid-span girder deflection due to deck weight is greater than 3/4".

Note on the working drawings any anchorages, connectors, inserts, steel sleeves or other such devices used as part of the falsework or formwork that remains in the permanent structure. If the plan notes indicate that the structure contains the necessary corrosion protection required for a Corrosive Site, epoxy coat, galvanize or metalize these devices.

Electroplating will not be allowed. Any coating required by the Engineer will be considered incidental to the various pay items requiring temporary works.

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

#### 1. Wind Loads

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

**Table 2.2 - Wind Pressure Values**

Height Zone feet above ground	Pressure, lb/ft <sup>2</sup> for Indicated Wind Velocity, mph				
	70	80	90	100	110
0 to 30	15	20	25	30	35
30 to 50	20	25	30	35	40
50 to 100	25	30	35	40	45
over 100	30	35	40	45	50

#### 2. Time of Removal

The following requirements replace those of Article 3.4.8.2.

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

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

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

COUNTY	25 YR (mph)	COUNTY	25 YR (mph)	COUNTY	25 YR (mph)
Alamance	70	Franklin	70	Pamlico	100
Alexander	70	Gaston	70	Pasquotank	100
Alleghany	70	Gates	90	Pender	100

Anson	70	Graham	80	Perquimans	100
Ashe	70	Granville	70	Person	70
Avery	70	Greene	80	Pitt	90
Beaufort	100	Guilford	70	Polk	80
Bertie	90	Halifax	80	Randolph	70
Bladen	90	Harnett	70	Richmond	70
Brunswick	100	Haywood	80	Robeson	80
Buncombe	80	Henderson	80	Rockingham	70
Burke	70	Hertford	90	Rowan	70
Cabarrus	70	Hoke	70	Rutherford	70
Caldwell	70	Hyde	110	Sampson	90
Camden	100	Iredell	70	Scotland	70
Carteret	110	Jackson	80	Stanley	70
Caswell	70	Johnston	80	Stokes	70
Catawba	70	Jones	100	Surry	70
Cherokee	80	Lee	70	Swain	80
Chatham	70	Lenoir	90	Transylvania	80
Chowan	90	Lincoln	70	Tyrell	100
Clay	80	Macon	80	Union	70
Cleveland	70	Madison	80	Vance	70
Columbus	90	Martin	90	Wake	70
Craven	100	McDowell	70	Warren	70
Cumberland	80	Mecklenburg	70	Washington	100
Currituck	100	Mitchell	70	Watauga	70
Dare	110	Montgomery	70	Wayne	80



Davidson	70	Moore	70	Wilkes	70
Davie	70	Nash	80	Wilson	80
Duplin	90	New Hanover	100	Yadkin	70
Durham	70	Northampton	80	Yancey	70
Edgecombe	80	Onslow	100		
Forsyth	70	Orange	70		

#### B. Review and Approval

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

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

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

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

## 2.0 CONSTRUCTION REQUIREMENTS

All requirements of Section 420 of the Standard Specifications apply.

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

Provide tell-tales attached to the forms and extending to the ground, or other means, for accurate measurement of falsework settlement. Make sure that the anticipated compressive settlement and/or deflection of falsework does not exceed 1 inch. For cast-in-place concrete structures, make sure that the calculated deflection of falsework flexural members does not exceed 1/240 of their span regardless of whether or not the deflection is compensated by camber strips.

#### A. Maintenance and Inspection

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

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

#### B. Foundations

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

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

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

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

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

### **3.0 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.

### **4.0 METHOD OF MEASUREMENT**

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

### **5.0 BASIS OF PAYMENT**

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

**SUBMITTAL OF WORKING DRAWINGS****(6-28-17)****6.0 GENERAL**

Submit working drawings in accordance with Article 105-2 of the *Standard Specifications* and this provision. For this provision, “submittals” refers to only those listed in this provision. The list of submittals contained herein does not represent a list of required submittals for the project. Submittals are only necessary for those items as required by the contract. Make submittals that are not specifically noted in this provision directly to the Engineer. Either the Structures Management Unit or the Geotechnical Engineering Unit or both units will jointly review submittals.

If a submittal contains variations from plan details or specifications or significantly affects project cost, field construction or operations, discuss the submittal with and submit all copies to the Engineer. State the reason for the proposed variation in the submittal. To minimize review time, make sure all submittals are complete when initially submitted. Provide a contact name and information with each submittal. Direct any questions regarding submittal requirements to the Engineer, Structures Management Unit contacts or the Geotechnical Engineering Unit contacts noted below.

In order to facilitate in-plant inspection by NCDOT and approval of working drawings, provide the name, address and telephone number of the facility where fabrication will actually be done if different than shown on the title block of the submitted working drawings. This includes, but is not limited to, precast concrete items, prestressed concrete items and fabricated steel or aluminum items.

**7.0 ADDRESSES AND CONTACTS**

For submittals to the Structures Management Unit, use the following addresses:

Via US mail:

Mr. B. C. Hanks, P. E.  
State Structures Engineer  
North Carolina Department  
of Transportation  
Structures Management Unit  
1581 Mail Service Center  
Raleigh, NC 27699-1581

Attention: Mr. J. L. Bolden, P. E.

Via other delivery service:

Mr. B. C. Hanks, P. E.  
State Structures Engineer  
North Carolina Department  
of Transportation  
Structures Management Unit  
1000 Birch Ridge Drive  
Raleigh, NC 27610

Attention: Mr. J. L. Bolden, P. E.

Submittals may also be made via email.

Send submittals to:

[jlbolden@ncdot.gov](mailto:jlbolden@ncdot.gov) (James Bolden)

Send an additional e-copy of the submittal to the following address:

[eomile@ncdot.gov](mailto:eomile@ncdot.gov) (Emmanuel Omile)

[mrorie@ncdot.gov](mailto:mrorie@ncdot.gov) (Madonna Rorie)

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

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

Via US mail:

Mr. Chris Kreider, P. E.  
Eastern Regional Geotechnical  
Manager  
North Carolina Department  
of Transportation  
Geotechnical Engineering Unit  
Eastern Regional Office  
1570 Mail Service Center  
Raleigh, NC 27699-1570

Via other delivery service:

Mr. Chris Kreider, P. E.  
Eastern Regional Geotechnical  
Manager  
North Carolina Department  
of Transportation  
Geotechnical Engineering Unit  
Eastern Regional Office  
3301 Jones Sausage Road, Suite 100  
Garner, NC 27529

Via Email: [EastGeotechnicalSubmittal@ncdot.gov](mailto:EastGeotechnicalSubmittal@ncdot.gov)

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

Via US mail or other delivery service:

Mr. Eric Williams, P. E.  
Western Regional Geotechnical  
Manager  
North Carolina Department  
of Transportation  
Geotechnical Engineering Unit  
Western Regional Office  
5253 Z Max Boulevard  
Harrisburg, NC 28075

Via Email: [WestGeotechnicalSubmittal@ncdot.gov](mailto:WestGeotechnicalSubmittal@ncdot.gov)

The status of the review of structure-related submittals sent to the Structures Management Unit can be viewed from the Unit's website, via the "Drawing Submittal Status" link.

The status of the review of geotechnical-related submittals sent to the Geotechnical Engineering Unit can be viewed from the Unit's website, via the "Geotechnical Construction Submittals" link.

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

Primary Structures Contact: James Bolden (919) 707 – 6408  
(919) 250 – 4082 facsimile  
[jlbolden@ncdot.gov](mailto:jlbolden@ncdot.gov)

Secondary Structures Contacts: Emmanuel Omile (919) 707 – 6451  
Madonna Rorie (919) 707 – 6508

Eastern Regional Geotechnical Contact (Divisions 1-7):

Chris Kreider  
[ckreider@ncdot.gov](mailto:ckreider@ncdot.gov)

(919) 662 – 4710

Western Regional Geotechnical Contact (Divisions 8-14):

Eric Williams (704) 455 – 8902  
[ewilliams3@ncdot.gov](mailto:ewilliams3@ncdot.gov)

## 8.0 SUBMITTAL COPIES

Furnish one complete copy of each submittal, including all attachments, to the Engineer. At the same time, submit the number of hard copies shown below of the same complete submittal directly to the Structures Management Unit and/or the Geotechnical Engineering Unit.

The first table below covers “Structure Submittals”. The Engineer will receive review comments and drawing markups for these submittals from the Structures Management Unit. The second table in this section covers “Geotechnical Submittals”. The Engineer will receive review comments and drawing markups for these submittals from the Geotechnical Engineering Unit.

Unless otherwise required, submit one set of supporting calculations to either the Structures Management Unit or the Geotechnical Engineering Unit unless both units require submittal copies in which case submit a set of supporting calculations to each unit. Provide additional copies of any submittal as directed.

### STRUCTURE SUBMITTALS

<b>Submittal</b>	<b>Copies Required by Structures Management Unit</b>	<b>Copies Required by Geotechnical Engineering Unit</b>	<b>Contract Reference Requiring Submittal <sup>1</sup></b>
Arch Culvert Falsework	5	0	Plan Note, SN Sheet & “Falsework and Formwork”
Box Culvert Falsework <sup>7</sup>	5	0	Plan Note, SN Sheet & “Falsework and Formwork”
Cofferdams	6	2	Article 410-4
Foam Joint Seals <sup>6</sup>	9	0	“Foam Joint Seals”
Expansion Joint Seals (hold down plate type with base angle)	9	0	“Expansion Joint Seals”

Expansion Joint Seals (modular)	2, then 9	0	“Modular Expansion Joint Seals”
Expansion Joint Seals (strip seals)	9	0	“Strip Seals”
Falsework & Forms <sup>2</sup> (substructure)	8	0	Article 420-3 & “Falsework and Formwork”
Falsework & Forms (superstructure)	8	0	Article 420-3 & “Falsework and Formwork”
Girder Erection over Railroad	5	0	Railroad Provisions
Maintenance and Protection of Traffic Beneath Proposed Structure	8	0	“Maintenance and Protection of Traffic Beneath Proposed Structure at Station ____”
Metal Bridge Railing	8	0	Plan Note
Metal Stay-in-Place Forms	8	0	Article 420-3
Metalwork for Elastomeric Bearings <sup>4,5</sup>	7	0	Article 1072-8
Miscellaneous Metalwork <sup>4,5</sup>	7	0	Article 1072-8
Disc Bearings <sup>4</sup>	8	0	“Disc Bearings”
Overhead and Digital Message Signs (DMS) (metalwork and foundations)	13	0	Applicable Provisions
Placement of Equipment on Structures (cranes, etc.)	7	0	Article 420-20
Precast Concrete Box Culverts	2, then 1 reproducible	0	“Optional Precast Reinforced Concrete Box Culvert at Station ____”
Prestressed Concrete Cored Slab (detensioning sequences) <sup>3</sup>	6	0	Article 1078-11
Prestressed Concrete Deck Panels	6 and 1 reproducible	0	Article 420-3
Prestressed Concrete Girder (strand elongation and detensioning sequences)	6	0	Articles 1078-8 and 1078-11
Removal of Existing Structure over Railroad	5	0	Railroad Provisions

Revised Bridge Deck Plans (adaptation to prestressed deck panels)	2, then 1 reproducible	0	Article 420-3
Revised Bridge Deck Plans (adaptation to modular expansion joint seals)	2, then 1 reproducible	0	“Modular Expansion Joint Seals”
Sound Barrier Wall (precast items)	10	0	Article 1077-2 & “Sound Barrier Wall”
Sound Barrier Wall Steel Fabrication Plans <sup>5</sup>	7	0	Article 1072-8 & “Sound Barrier Wall”
Structural Steel <sup>4</sup>	2, then 7	0	Article 1072-8
Temporary Detour Structures	10	2	Article 400-3 & “Construction, Maintenance and Removal of Temporary Structure at Station _____”
TFE Expansion Bearings <sup>4</sup>	8	0	Article 1072-8

**FOOTNOTES**

1. References are provided to help locate the part of the contract where the submittals are required. References in quotes refer to the provision by that name. Articles refer to the *Standard Specifications*.
2. Submittals for these items are necessary only when required by a note on plans.
3. Submittals for these items may not be required. A list of pre-approved sequences is available from the producer or the Materials & Tests Unit.
4. The fabricator may submit these items directly to the Structures Management Unit.
5. The two sets of preliminary submittals required by Article 1072-8 of the *Standard Specifications* are not required for these items.
6. Submittals for Fabrication Drawings are not required. Submittals for Catalogue Cuts of Proposed Material are required. See Section 5.A of the referenced provision.
7. Submittals are necessary only when the top slab thickness is 18” or greater.

**GEOTECHNICAL SUBMITTALS**

<b>Submittal</b>	<b>Copies Required by Geotechnical Engineering Unit</b>	<b>Copies Required by Structures Management Unit</b>	<b>Contract Reference Requiring Submittal <sup>1</sup></b>
Drilled Pier Construction Plans <sup>2</sup>	1	0	Subarticle 411-3(A)
Crosshole Sonic Logging (CSL) Reports <sup>2</sup>	1	0	Subarticle 411-5(A)(2)
Pile Driving Equipment Data Forms <sup>2,3</sup>	1	0	Subarticle 450-3(D)(2)
Pile Driving Analyzer (PDA) Reports <sup>2</sup>	1	0	Subarticle 450-3(F)(3)
Retaining Walls <sup>4</sup>	1 drawings, 1 calculations	2 drawings	Applicable Provisions
Temporary Shoring <sup>4</sup>	1 drawings, 1 calculations	2 drawings	“Temporary Shoring” & “Temporary Soil Nail Walls”

**FOOTNOTES**

- References are provided to help locate the part of the contract where the submittals are required. References in quotes refer to the provision by that name. Subarticles refer to the *Standard Specifications*.
- Submit one hard copy of submittal to the Engineer. Submit a second copy of submittal electronically (PDF via email), US mail or other delivery service to the appropriate Geotechnical Engineering Unit regional office. Electronic submission is preferred.
- The Pile Driving Equipment Data Form is available from:  
[https://connect.ncdot.gov/resources/Geological/Pages/Geotech\\_Forms\\_Details.aspx](https://connect.ncdot.gov/resources/Geological/Pages/Geotech_Forms_Details.aspx)  
See second page of form for submittal instructions.
- Electronic copy of submittal is required. See referenced provision.



**CRANE SAFETY****(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.

**GROUT FOR STRUCTURES****(12-1-17)****1.0 DESCRIPTION**

This special provision addresses grout for use in pile blockouts, grout pockets, shear keys, dowel holes and recesses for structures. This provision does not apply to grout placed in post-tensioning ducts for bridge beams, girders, decks, end bent caps, or bent caps. Mix and place grout in accordance with the manufacturer's recommendations, the applicable sections of the Standard Specifications and this provision.

**2.0 MATERIAL REQUIREMENTS**

Unless otherwise noted on the plans, use a Type 3 Grout in accordance with Section 1003 of the Standard Specifications.

Initial setting time shall not be less than 10 minutes when tested in accordance with ASTM C266.

Construction loading and traffic loading shall not be allowed until the 3 day compressive strength is achieved.

**3.0 SAMPLING AND PLACEMENT**

Place and maintain components in final position until grout placement is complete and accepted. Concrete surfaces to receive grout shall be free of defective concrete, laitance, oil, grease and other foreign matter. Saturate concrete surfaces with clean water and remove excess water prior to placing grout.

**4.0 BASIS OF PAYMENT**

No separate payment will be made for "Grout for Structures". The cost of the material, equipment, labor, placement, and any incidentals necessary to complete the work shall be considered incidental to the structure item requiring grout.

**EPOXY COATING AND DEBRIS REMOVAL****(SPECIAL)****1.0 GENERAL**

This work applies to all bents for both bridges. Pressure wash, clean and epoxy coat top of the all bent and end bent caps after shotcrete repairs are completed.

Debris removal from the top of bent caps shall be incidental to epoxy coating the top of bent caps.

Use a Type 4A flexible and moisture insensitive epoxy coating in accordance with Section 1081. Provide a Type 3 material certification in accordance with Article 106-3 showing the proposed epoxy meets Type 4A requirements.

**2.0 SURFACES**

Apply the epoxy protective coating to the top surface area, including chamfer area of bent caps under open joints and expansion joints of the steel girder spans, excluding areas under elastomeric bearings.

Thoroughly clean all dust, dirt, grease, oil, laitance and other objectionable material from the concrete surfaces to be coated. Air blast all surfaces immediately before applying the protective coating.

Use only cleaning agents preapproved by the Engineer.

### 3.0 APPLICATION

Apply epoxy protective coating only when the air temperature is at least 40°F and rising, but less than 95°F and the surface temperature of the area to be coated is at least 40°F. Remove any excess or free standing water from the surfaces before applying the coating. Apply one coat of epoxy protective coating at a rate such that it covers between 100 and 200 sf/gal.

Under certain combinations of circumstances, the cured epoxy protective coating may develop an oily condition on the surface due to amine blush. This condition is not detrimental to the applied system.

Apply the coating so the entire designated surface of the concrete is covered and all pores are filled. To provide a uniform appearance, use the exact same material on all visible surfaces.

### 4.0 BASIS OF PAYMENT

*Epoxy Coating* will be measured and paid for by the contract unit price per square foot and shall be full compensation for furnishing all material, labor, tools and equipment necessary for cleaning and coating the tops of bent caps. Debris removal from the top of bent caps shall be incidental to epoxy coating the top of bent caps.

## **SPOT PAINTING OF STEEL STRUCTURE REPAIR AREAS**

**(SPECIAL)**

### DESCRIPTION

This work shall consist of furnishing all labor, equipment, and materials necessary to clean and paint the steel repair areas of the existing structure. Work includes: removal, containment and disposal of the existing paint system; preparation of the surface to be painted and applying the new paint system; a containment enclosure; and any incidentals necessary to complete the project as specified and shown on the plans.

### CERTIFICATION

Only contractors who are currently SSPC QP 1 certified, and have successfully completed field painting on similar structures within 18 months prior to this bid, may perform this work.

Successfully completed projects shall have all lead abatement work completed in accordance with the contract and be free of citation from safety or environmental agencies. Lead abatement work shall include, but not be limited to: abrasive blasting; waste handling, storage and disposal; worker safety during lead abatement activities (fall protection, PPE, etc.); and containment. This requirement is in addition to the Contractor pre-qualification requirements covered by Article 102-2 of the *2018 Standard Specifications*.

### TWELVE-MONTH OBSERVATION PERIOD

The Contractor maintains responsibility for the coating system for a 12-month observation period beginning upon the satisfactory completion of all the work required in the plans or as

directed by the Engineer. The Contractor shall guarantee the coating system under the payment and performance bond (refer to Article 109-10 of the *2018 Standard Specifications*). For successful completion of the observation period, the coating system shall meet the following requirements after 12 months service:

- (A) No visible rust, contamination or application defect is observed in any coated area.
- (B) Painted surfaces have a uniform color and gloss.
- (C) Painted surfaces have an adhesion that meets an ASTM D3359, 3A rating.

Final acceptance is made only after the paint system meets the above requirements.

### **SUBMITTALS**

Submit all of the following to the Engineer for review and approval before scheduling the pre-construction meeting. Allow at least 2 weeks for the review process.

- (A) Work schedule which shall be kept up to date, with a copy of the revised schedule being provided to the Engineer in a timely manner,
- (B) Containment Drawings in accordance with SSPC Guide 6, Class 3A sealed by a Professional Engineer licensed by the State of North Carolina,
- (C) Bridge wash water sampling and disposal plan,
- (D) Subcontractor identification,
- (E) Lighting plan for night work in accordance with Section 1413 of the *2018 Standard Specifications*,
- (F) Traffic control plan with NCDOT certified supervisors, flaggers and traffic control devices,
- (G) Health and Safety Plan addressing at least the required topics as specified by the SSPC QP 1 program which includes, but is not limited to: hazardous materials, personal protective equipment, hand and power tools, ladders, toxic and hazardous substances, emergency procedures, and local hospital and treatment facilities with directions and phone numbers, disciplinary criteria for workers who violate the plan and accident investigation,
- (H) Provide the Engineer with Competent Person qualifications and summary of work experience.
- (I) Environmental Compliance Plan
- (J) Quality Control Plan (Project Specific) with quality control qualifications and summary of work experience.
- (K) Bridge and Public Protection Plan (Overspray, Utilities, etc. - Project/Task Specific)
- (L) Abrasive Blast Media
  - (1) Product Data Sheet
  - (2) Blast Media Test Reports in accordance with Article 1080-12 of the *2018 Standard Specification*.
- (M) Coating Material
  - (1) NCDOT HICAMS Test Reports (testing performed by NCDOT Materials and Tests Unit),
  - (2) Product Data Sheets,
  - (3) Material Safety Data Sheets,
  - (4) Product Specific Repair Procedures, and

- (5) Acceptance letters from paint manufacturers for work practices that conflict with Project Special Provisions and/or paint manufactures' product data sheets.

#### **PRE-CONSTRUCTION MEETING**

Submittals shall be reviewed and approved by the Engineer prior to scheduling the pre-construction meeting. Allow no less than 2 weeks for a review process. When requesting a pre-construction meeting, contact the Engineer at least 7 working days in advance of the desired pre-construction date. The contractor's project supervisor, Competent person, quality control personnel and certified traffic control supervisor shall be in attendance at the pre-construction meeting in order for the Contractor and NCDOT team to establish responsibilities for various personnel during project duration and to establish realistic timeframes for problem escalation.

#### **CONTAINMENT PLAN**

The containment plan shall meet Class 3A containment in accordance with SSPC Guide 6. Enclosure drawings and loads supported by the structure shall be prepared, signed, and sealed by a Professional Engineer licensed by the State of North Carolina. Describe what physical containment will be provided during painting application to protect the public and areas not to be painted. Protect non-metallic parts of bearings from blasting and painting (i.e.: Pot Bearings, Elastomeric Pads, and Disc Bearings).

#### **WASH WATER SAMPLING AND DISPOSAL PLAN**

No work may begin until the Contractor furnishes the Engineer with a containment plan for surface preparation and coating operations and the Engineer reviews and approves in writing said plan. All wash water shall be collected and sampled prior to disposal. Representative sampling and testing methodology shall conform to 15A NCAC 02B.0103, "Analytical Procedures." Wash water shall be tested for pollutants listed in 15A NCAC 02B.0211(3), 15A NCAC 02T.0505(b)(1) and 15A NCAC 2T.0905(h). Depending on the test results, wash water disposal methods shall be described in the disposal plan. Wash water shall be disposed of in accordance with all current Federal and State regulations. See link for NCDOT Guidelines for Managing Bridge Wash Water: <http://www.ncdot.gov/projects/ncbridges/#stats>.

#### **WASTE HANDLING OF PAINT AND ABRASIVES**

Comply with all Federal, State, and local regulations. Failure to comply with the regulations could result in fines and loss of qualified status with NCDOT.

Comply with the Resource Conservation and Recovery Act (RCRA - 40 CFR 261 - 265) and the Occupational Safety and Health Act (OSHA - 29 CFR 1910 - 1926) regulations for employee training, and for the handling, storage, labeling, recordkeeping, reporting, inspections and disposal of all hazardous waste generated during paint removal. All waste, hazardous or non-hazardous, requires numbered shipping manifests.

Comply with the NCDENR Hazardous Waste Compliance Manual for Generators of Hazardous Waste. Record quantities of waste by weight and dates of waste generation. Until test results are received, store all waste, and label as “NCDOT Bridge Paint Removal Waste - Pending Analysis” and include the date generated and contact information for the Division HazMat Manager or Project Engineer. Store waste containers in an enclosed, sealed, and secured storage container protected from traffic from all directions. Obtain approval for the protection plan for these containers from the Engineer. If adequate protection cannot be obtained by use of existing guardrail, provide the necessary supplies and equipment to maintain adequate protection. Once test results are received and characterized, label waste as either “Hazardous Waste - Pending Disposal” or “Paint Waste - Pending Disposal.”

The North Carolina Department of Environment and Natural Resources (NCDENR) adopted RCRA as the North Carolina Hazardous Waste Management Rules and is responsible for enforcement. The “Hazardous Waste Compliance Manual for Generators of Hazardous Waste” is published by the Compliance Branch of the Division of Waste Management of NCDENR and can be found at <http://portal.ncdenr.org/web/wm/hw/rules>.

If waste is considered hazardous, the following applies:

Use a company from the below list of approved waste management companies. Immediately after award of the contract, arrange for waste containers, sampling, testing, transportation, and disposal of all waste. No work shall begin until the Contractor furnishes the Engineer with a written waste disposal plan. Any alternative method for handling waste shall be pre-approved by the Engineer.

Southern Logistics, Inc. – 312 Orville Wright Dr., Greensboro, NC 27409

(Ph. 336-662-0292)

A&D Environmental – PO Box 484, High Point, NC 27261

(Ph. 336-434-7750)

Poseidon Environmental Services, Inc. – 837 Boardman-Canfield Rd #209, Youngstown, OH

(Ph. 330-726-1560)

Clean Harbors Reidsville, LLC – 208 Watlington Industrial Drive, Reidsville, NC 27320

(Ph. 336-342-6106)

Test all removed paint and spent abrasive media for lead following the SW-846 TCLP Method 1311 Extraction, as required in 40 CFR 261, Appendix 11, to determine whether it shall be disposed of as hazardous waste. Furnish the Engineer certified test reports showing TCLP results and Iron analysis of the paint chips stored on site, with disposal being in accordance with “Flowchart on Lead Waste Identification and Disposal” at:

[http://portal.ncdenr.org/c/document\\_library/get\\_file?p\\_l\\_id=38491&folderId=328599&name=DLFE-9855.pdf](http://portal.ncdenr.org/c/document_library/get_file?p_l_id=38491&folderId=328599&name=DLFE-9855.pdf).

All sampling shall be done in presence of the Engineer’s representative.

The Competent Person shall obtain composite samples from each barrel of the wash water and waste generated by collecting two or more portions taken at regularly spaced intervals during accumulation. Composite the portions into one sample for testing purposes. Acquire

samples after 10% or before 90% of the barrel has accumulated. The intent is to provide samples that are representative of widely separated portions, but not the beginning and end of wash water or waste accumulation.

Perform sampling by passing a receptacle completely through the discharge stream or by completely diverting the discharge into a sample container. If discharge of the wash water or waste is too rapid to divert the complete discharge stream, discharge into a container or transportation unit sufficiently large to accommodate the flow and then accomplish the sampling in the same manner as described above.

Once the waste has been collected, and the quantities determined, prepare the appropriate shipping documents and manifests and present them to the Engineer. The Engineer will verify the type and quantity of waste and obtain a Provisional EPA ID number from the:

NC Hazardous Waste Section  
North Carolina Department of Environment & Natural Resources  
1646 Mail Service Center  
Raleigh, NC 27699  
Phone (919) 508-8400, Fax (919) 715-4061

At the time of shipping, the Engineer will sign, date, and add the ID number in the appropriate section on the manifest. The maximum on-site storage time for collected waste shall be 90 days. All waste whether hazardous or non-hazardous will require numbered shipping manifests. The cost for waste disposal (including lab and Provisional EPA ID number) is included in the bid price for this contract. Note NC Hazardous Waste Management Rules (15A NCAC 13A) for more information. Provisional EPA ID numbers may be obtained at this link:

<http://portal.ncdenr.org/web/wm/provisional-hw-notification-page>.

Testing labs shall be certified in accordance with North Carolina State Laboratory Public Health Environmental Sciences. List of certified laboratories may be obtained at this link:

<http://slphreporting.ncpublichealth.com/EnvironmentalSciences/Certification/CertifiedLaboratory.asp>.

All test results shall be documented on the lab analysis as follows:

1. For leachable lead:
  - a. Soils/Solid/Liquid- EPA 1311/200.7/6010

Area sampling will be performed for the first 2 days at each bridge location. The area sample will be located within five feet of the containment and where the highest probability of leakage will occur (access door, etc.). Results from the area sampling will be given to the Engineer within 72 hours of sampling (excluding weekends). If the results of the samples exceed 20,  $\mu\text{g}/\text{m}^3$  corrective measures shall be taken and monitoring shall be continued until two consecutive sample results are less than 20  $\mu\text{g}/\text{m}^3$ .

TWA may suspend the work if there are visible emissions outside the containment enclosure or pump monitoring results exceeding the level of  $30 \mu\text{g}/\text{m}^3$ .

Where schools, housing and/or buildings are within 500 feet of the containment, the Contractor shall perform initial TSP-Lead monitoring for the first 10 days of the project during abrasive blasting, vacuuming and containment removal. Additional monitoring will be required during abrasive blasting 2 days per month thereafter. Results of the TSP monitoring at any location shall not exceed  $1.5 \mu\text{g}/\text{m}^3$ .

### **EQUIPMENT MOBILIZATION**

The equipment used in any travel lanes and paved shoulder shall be mobile equipment on wheels that has the ability to move on/off the roadway in less than 30 minutes. All work conducted in travel lanes shall be from truck or trailer supported platforms and all equipment shall be self-propelled or attached to a tow vehicle at all times.

### **QUALITY CONTROL INSPECTOR**

Provide a quality control inspector in accordance with the SSPC QP guidelines to ensure that all processes, preparation, blasting and coating application are in accordance with the requirements of the contract. The inspector shall have written authority to perform QC duties to include continuous improvement of all QC internal procedures. The presence of the engineer or inspector at the work site shall in no way lessen the contractor's responsibility for conformity with the contract.

### **QUALITY ASSURANCE INSPECTOR**

The quality assurance inspector, which may be a Department employee or a designated representative of the Department, shall observe, document, assess, and report that the Contractor is complying with all of the requirements of the contract. Inspectors employed by the Department are authorized to inspect all work performed and materials furnished. Such inspection may extend to all or any part of the work and to the preparation, fabrication, or manufacture of the materials to be used. The inspector is not authorized to alter or waive the requirements of the contract. Each stage in preparing the structure to be coated which includes but not limited to washing, blasting, coating testing and inspection shall be inspected and approved by the Engineer or his authorized representative.

### **SUBLETTING OF CONTRACT**

Only contractors certified to meet SSPC QP 1 and have successfully completed field painting on similar structures within 18 months prior to this bid are qualified for this work. Work is only sublet by approval of the Engineer.

### **SEQUENCE OF WORK**

Prior to performing steel repairs, remove existing coating and clean the existing steel to remove corrosion, salts, dirt, and other contaminants at the repair location, to 6" to 12" beyond the dimensions of the required repair.



Perform the steel repair as indicated and required in the plans and other special provisions.

After repairs are complete and accepted, prepare and paint the repair area and surrounding areas in accordance with this special provision.

#### **PREPARATION OF SURFACES**

Before any other surface preparation is conducted, all surfaces to be painted shall be power washed to remove dust, salts, dirt, and other contaminants. All wash water shall be contained, collected, and tested in accordance with the requirements of NCDOT Managing Bridge Wash Water specification. Obtain approval of the Engineer and allow all cleaned surfaces to dry to the touch and without standing water before beginning surface preparation or painting activities.

Surface preparation is done with materials meeting Article 1080-12 of the *2018 Standard Specifications*. No silica sand or other silica materials are permitted for use. The profile shall be between 1.0 and 3.0 mils when measured on a smooth steel surface. Conduct and document at least 2 tests per beam/girder and 2 tests per span of diaphragms/cross bracing.

Spread tarpaulins over all pavements and surfaces underneath equipment used for abrasive blasting as well as equipment and containers used to collect abrasive media. This requirement will be enforced during activity and inactivity of equipment.

Before the Contractor departs from the work site at the end of the work day, collect all debris generated during surface preparation and all dust collector hoses, tarps or other appurtenances containing blasting residue in approved containers.

Clean a 3" x 3" area at each structure to demonstrate the specified finish, and the inspector will preserve this area by covering it with tape, plastic or some other suitable means so that it can be retained as the Dry Film Thickness (DFT) gauge adjustment standard. An acceptable alternative is for the Contractor to provide a steel plate with similar properties and geometry as the substrate to be measured.

The contractor and/ or quality assurance representative shall notify the Engineer of any area of corroded steel that has lost more than 50% of its original thickness.

All parts of the bridges not to be painted and the travelling public shall be protected from overspray. Submit a plan to protect all parts of bridge that are not required to be painted and a plan to protect the traveling public and surrounding environment while applying all coats of paint to a structure.

Ensure that chloride levels on the surfaces are  $7 \mu\text{g}/\text{cm}^2$  or lower using an acceptable sample method in accordance with SSPC Guide 15. The frequency of testing shall be 2 tests per span after all surface preparation has been completed and immediately prior to painting. Select test areas representing the greatest amount of corrosion in the span as determined by the

Engineers' representative. Additional testing may be required if significant amounts of chloride are detected.

## PAINTING OF STEEL

Paint System 1, as specified in the *Structural Steel Shop Coatings Program* is to be used for this work.

The *Structural Steel Shop Coatings Program* can be found at the following link.

<https://connect.ncdot.gov/resources/Materials/MaterialsResources/Structural%20Steel%20Shop%20Coatings%20Program.pdf>

System 1 is an inorganic zinc primer, two coats acrylic paint, and one stripe coat of acrylic paint over blast-cleaned surfaces in accordance with SSPC-SP-10 (Near White Blast). Perform all mixing operations over an impervious surface with provisions to prevent runoff to grade of any spilled material. The contractor is responsible for reporting quantities of thinner purchased as well the amounts used. No container with thinner shall be left uncovered, when not in use.

Apply 2" stripe coat, by brush or roller only, to all exposed edges of steel including fasteners before applying the finish coat. Locate the edge or corner in the approximate center of the paint stripe.

Painting shall cover the repair area and the area where existing paint has been removed, and paint shall be blended for a dimension of 6" to 12" onto the existing paint system.

Any area where newly applied paint fails to meet the specifications shall be repaired or replaced by the Contractor. The Engineer approves all repair processes before the repair is made. Repaired areas shall meet the specifications. The Contractor applies an additional finish coat of paint to areas where the tape adhesion test is conducted.

## MATERIALS

Only paint suppliers that have a NCDOT qualified inorganic zinc primer may furnish paints for this project. All paints applied to a structure shall be from the same supplier. Before any paints are applied, the Contractor shall provide the Engineer a manufacturer's certification that each batch of paint meets the requirements of the applicable Section 1080 of the *2018 Standard Specifications*.

Color of the paint shall match that of the existing paint on the structure steel.

The inspector randomly collects a one-pint sample of each paint product used on the project. Additional samples may be collected as needed to verify compliance to the specifications.

Do not expose paint materials to rain, excessive condensation, long periods of direct sunlight, or temperatures above 110°F or below 40°F. In addition, the Contractor shall place a device

that records the high, low, and current temperatures inside the storage location. Follow the manufacturer's storage requirements if more restrictive than the above requirements.

## INSPECTION

Surface Preparation for System 1 shall be in accordance with SSPC SP-10. Any area(s) not meeting SSPC SP-10 shall be remediated prior to application of coating. Surface inspection is considered ready for inspection when all blast abrasive, residue and dust is removed from surfaces to be coated.

### (A) Quality Assurance Inspection

The Contractor furnishes all necessary OSHA approved apparatus such as ladders, scaffolds and platforms as required for the inspector to have reasonable and safe access to all parts of the work. The contractor illuminates the surfaces to be inspected to a minimum of 50-foot candles of light. All access points shall be illuminated to a minimum of 20-foot candles of light.

NCDOT reserves the right for ongoing QA (Quality Assurance) inspection to include, but not limited to surface contamination testing, adhesion pull testing, and DFT readings as necessary to assure quality.

Inform the Engineer and the Division Safety Engineer of all scheduled and unannounced inspections from SSPC, OSHA, EPA, and/or others that come on site. Furnish the Engineer a copy of all inspection reports except for reports performed by a third party and or consultant on behalf of the Contractor.

### (B) Inspection Instruments

At a minimum, furnish the following calibrated instruments and conduct the following quality control tests:

- (1) Sling Psychrometer - ASTM E337 - bulb type
- (2) Surface Temperature Thermometer
- (3) Wind Speed Indicator
- (4) Tape Profile Tester - ASTM D4417 Method C
- (5) Surface Condition Standards - SSPC VIS-1 and VIS-3
- (6) Wet Film Thickness Gage - ASTM D4414
- (7) Dry Film Thickness Gage - SSPC-PA2 Modified
- (8) Pencil Hardness Test - ASTM D3363
- (9) Adhesion Test Kit - ASTM D3359 Method A (Tape Test)
- (10) Adhesion Pull test - ASTM D4541
- (11) Surface Contamination Analysis Kit or (Chloride Level Test Kit)  
SSPC Technology Guide 15

## (C) Quality Control

Maintain a daily quality control record in accordance with Article 442-12 (D) of the *2018 Standard Specifications*, make such records available at the job site for review by the inspector, and submit to the Engineer as directed. In addition to the information required on M&T-610, submit all Dry Film Thickness (DFT) readings on a form equivalent to M&T-611.

Measure DFT at each spot on the attached diagram and at the required number of locations as specified below:

- (1) For span members with a height 36" or less check two (2) random locations along each member in each span.
- (2) For span members with a height 36" or greater check three (3) random locations along each member in each span.

Stiffeners and other attachments to beams and or plate girders shall be measured at no less than two random spots per span. Also, dry film thickness is measured at no less than two random spots per span on diaphragms/"K" frames.

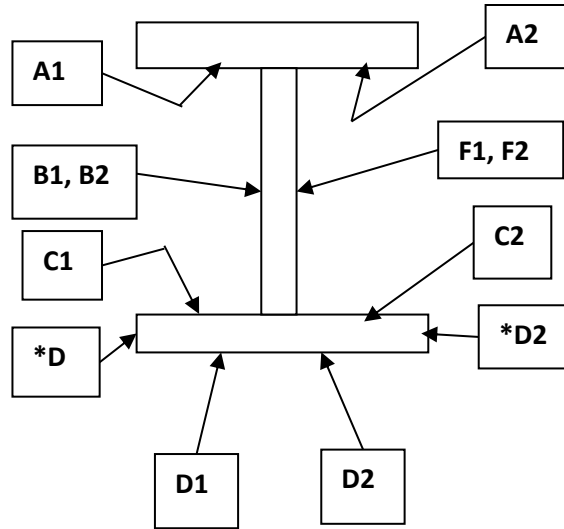
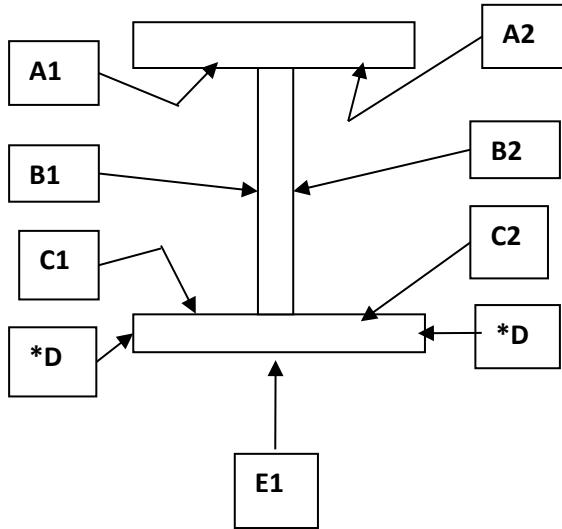
Each spot is an average of three to five individual gauge readings as defined in SSPC PA-2. No spot average shall be less than 80% of minimum DFT for each layer applied; this does not apply to stripe coat application. Spot readings that are nonconforming shall be re-accessed by performing additional spot measurements not to exceed one-foot intervals on both sides of the low areas until acceptable spot averages are obtained. These non-conforming areas shall be corrected by the Contractor prior to applying successive coats.

**Less than 36" in height and/or bottom flanges less than 16" in width.**

**7 Spot Areas**  
**21 Individual DFT Readings**

**36" in height or greater and/or bottom flanges greater than 16" in width.**

**10 Spot Areas**  
**30 Individual DFT Readings**



**\*D areas are only included when flange thickness is one inch (1") or greater.**

**\*D areas are only included when flange thickness is one inch (1") or greater.**

Two random adhesion tests (1 test=3 dollies) per span are conducted on interior surfaces in accordance with ASTM D4541 (Adhesion Pull Test) after the prime coat has been properly cured in accordance with ASTM D3363 (Pencil Hardness) with no less than 2H, and will be touched up by the Contractor. The required minimum average adhesion is 400 psi.

Cure of the intermediate and stripe coats shall be assessed by using the thumb test in accordance with ASTM D1640 (Curing Formation Test) prior to the application of any successive layers of paint.

One random Cut Tape adhesion test per span is conducted in accordance with ASTM D3359 (X-Cut Tape Test) on interior surface after the finish coat is cured. Repair areas shall be properly tapered and touched up by the Contractor.

**SAFETY AND ENVIRONMENTAL COMPLIANCE PLANS**

Personnel access boundaries are delineated for each work site using signs, tape, cones, or other approved means. Submit copies of safety and environmental compliance plans that comply with SSPC QP 1 Certification requirements.

**HEALTH AND SAFETY RESPONSIBILITIES**

This project may involve toxic metals such as arsenic, lead, cadmium and hexavalent chromium. It is the contractor's responsibility to test for toxic metals and if found, comply with the OSHA regulations, which may include medical testing.

Ensure a "Competent Person" as defined in OSHA 29 CFR 1926.62 - one who is capable of identifying existing and predictable hazards in the surroundings or working conditions which are unsanitary, hazardous, or dangerous to employees, and who has authorization to take prompt corrective measures to eliminate them - is on site during all surface preparation activities and monitors the effectiveness of containment, dust collection systems, and waste sampling. Before any work begins, provide a written summary of the Competent Person's safety training.

Comply with Subarticle 442-14(B) of the *2018 Standard Specifications*.

Comply with Subarticle 442-14(D) of the *2018 Standard Specifications*. Ensure employee blood sampling test results are less than 50 micrograms per deciliter. Remove employees with a blood sampling test of 50 or more micrograms per deciliter from work activities involving any lead exposure.

An employee who has been removed with a blood level of 50 micrograms per deciliter or more shall have two consecutive blood sampling tests spaced one week apart indicating that the employee's blood lead level is at or below 40 micrograms per deciliter before returning to work activities involving any lead exposure.

All OSHA recordable accidents that occur during the project duration are to be reported to the Engineer within twenty-four (24) hours of occurrence. In addition, for accidents that involve civilians or property damage that occurs within the work zone the Division Safety Engineer shall be notified immediately.

Prior to blasting operations, the Contractor shall have an operational OSHA approved hand wash station at each bridge location and a decontamination trailer at each bridge or between bridges unless the work is on the roadway, or the Contractor shall show reason why it is not feasible to do so and provide an alternative site as approved by the Engineer. The Contractor shall assure that all employees whose airborne exposure to lead is above the PEL shall shower at the end of their work shift.

**STORAGE OF PAINT AND EQUIPMENT**

Provide a location for materials, equipment, and waste storage. Spread tarpaulins over all pavements and surfaces underneath equipment used for abrasive recycling and other waste

handling equipment or containers. All land and or lease agreements that involve private property shall disclose to the property owner that heavy metals may be present on the Contractor's equipment. Prior to storing the Contractor's equipment on private property, provide a notarized written consent signed by the land owner received by the Engineer at least forty-eight (48) hours before using property. All storage of paint, solvents, and other materials applied to structures shall be stored in accordance with Section 442 of the *2018 Standard Specifications* or the manufacturers' requirements. The more restrictive requirements will apply.

## UTILITIES

Protect all utility lines or mains that may be supported on, under, or adjacent to bridge work sites from damage and paint overspray.

## MEASUREMENT AND PAYMENT

The cost of inspection, surface preparation, and repainting the existing structure is included in the lump sum price bid for *Spot Painting of Steel Structure Repair Areas*. This price is full compensation for furnishing all inspection equipment, all paint, cleaning abrasives, cleaning solvents and all other materials; preparing and cleaning surfaces to be painted; applying paint in the field; protecting work area, traffic and property; and furnishing blast cleaning equipment, paint spraying equipment, brushes, rollers, any other hand or power tools and any other equipment; and a containment enclosure.

*Pollution Control* will be paid at the contract lump sum price which will be full compensation for all collection, handling, storage, air monitoring, and disposal of debris and wash water, all personal protective equipment, and all personal hygiene requirements, and all equipment, material and labor necessary for the daily collection of the blast debris into specified containers; and any measures necessary to ensure conformance to all safety and environmental regulations as directed by the Engineer.

Payment will be made under:

<b>Pay Item</b>	<b>Pay Unit</b>
Spot Painting Of Steel Structure Repair Areas	Lump Sum
Pollution Control	Lump Sum

## SCOPE OF WORK

**Bridge #18:** This bridge was built in 1968 and carries US 64 over I-40. The superstructure consists of 4 simple spans with 8 lines of steel W36x135 and W36x150 beams @ 7'-3" spacing with steel diaphragms. The bridge has an overall length of 251'-0" with a concrete deck and a 57'-6" total deck width. The minimum vertical clearance is 17'-8". The existing paint system is unknown, and the estimated area to be repaired and painted is **63** sq. ft.

**BEAM REPAIR****(SPECIAL)****1.0 DESCRIPTION**

Cut and remove beam and stiffener areas identified as deteriorated, damaged or with excessive section loss at locations determined by the Engineer after blasting and priming for new paint system. The Engineer will determine the extent of the section to be removed. The repaired beam or stiffener section shall be inspected by NCDOT during fit-up and approved before welding the new stiffener or section may begin. After approval of the fit-up beam or stiffener section, weld fit-up section into place. Welding shall be performed by certified welders as specified in the Standard Specification.

**2.0 CONTAINMENT SYSTEM**

An approved containment system must be installed prior to beginning work. See the Containment System section of the *Painting Existing Structure* Special Provisions regarding loading, design, and submittal requirements for the containment system

**3.0 FIELD ALTERATIONS**

Since this repair involves working with an existing structure where the dimensions may vary throughout the structure, the contractor should expect and shall be prepared to make alterations in the field. This includes, but not limited to, having qualified personnel on hand to perform necessary alterations and having extra material on hand (or the ability to procure extra material in a timely manner). All such alterations shall be brought to the attention of the engineer and agreed upon prior to alteration.

**4.0 BASIS OF PAYMENT**

Payment will be made at the contract price bid per pounds structural steel used for *Beam Repair*. Such payment will be full compensation for all materials, equipment, tools, labor, welding, miscellaneous steel, and incidentals necessary to complete the work.

**BRIDGE JACKING****(SPECIAL)****1.0 DESCRIPTION**

Bridge jacking at end bents and interior bents is to facilitate beam or bent cap repairs and to replace and/ or reset bearings, as necessary. This work shall consist of furnishing all engineering, labor, equipment, and materials necessary for construction and subsequent removal of jacking support system, including jacks, jack supports, shims and all necessary blocking. Included under this item shall be all work to raise and support the existing structure as specified on the plans and as noted herein.

**2.0 UTILITY COORDINATION**

Utility owners with active utilities on the bridge shall be notified by the contractor of the jacking operation 30 days before the operation begins.



### 3.0 SCOPE OF WORK

Work for bridge jacking includes calculating existing and applied bridge loads, designing proper strength jacking scheme, evaluating stresses imposed on the bridge members, setting blocking and jacks, jacking bridge girders, mechanically locking jacks, and lowering bridge spans onto bearing assemblies.

Submit calculations, working drawings, and jacking procedure to the Engineer for review and approval prior to the start of work. Calculations and jacking procedure shall account for all loads expected while bridge is jacked or temporarily supported. Working drawings and all calculations (for determination of all applied loads, for design of the jacking scheme, to evaluate stresses imposed on the bridge members, and any other necessary calculations) for the required jacking scheme shall be sealed by an engineer licensed in the State of North Carolina. Included in the submittal, the Contractor shall submit all relevant information about the jacking system to be used.

Prior to bridge jacking, complete all diaphragm modifications necessary at the location where jacking is to occur. If a span connected to an end bent is to be jacked, ensure the curtain wall is either clear of the girders, or fully free to move with the jacked span prior to jacking. Lock jacks and install blocking while the bridge is in the raised condition. While in the raised condition, follow bridge plans for any work that may be required. After all repairs requiring bridge jacking are completed, lower the bridge onto the bearing assemblies. Complete repair work, as needed.

Unless otherwise allowed by the Engineer, all bridge jacking operations shall be complete before new deck overlay or deck joints and seals are placed on the existing structure.

Bridge jacking will be designated as one of two jacking arrangements, as follows:

#### Type I

Type I Bridge Jacking shall be applicable for jacking at individual beam or bearing locations. On a particular bridge bent or end bent, there might be more than one Type I Bridge Jacking. When jacking individual beam or bearing locations, all adjacent bearings of beams not being jacked may be loosened to decrease the resistance of the deck slab during jacking. The maximum differential between adjacent beams that are being jacked is 1/8". Should the jacking of an individual beam require the jacking of adjacent beams to reduce stresses or damage in the bridge, the jacking of the individual beam and adjacent beams shall be considered one Type I Bridge Jacking. All bearings loosened shall be tightened back after repair operations are completed and the jacks and blocking have been removed.

#### Type II

Type II Bridge Jacking shall be applicable for jacking an entire span end (i.e., all beams at one time) on a bent or end bent.

**4.0 BASIS OF PAYMENT**

Payment will be made at the price bid for each set-up to complete *Type I Bridge Jacking Bridge No. \_\_\_* or *Type II Bridge Jacking Bridge No. \_\_\_* as shown in the contract plans. The price per each jacking set-up Type required will be full compensation for designing proper strength jacking scheme (calculations, working drawings, and jacking procedure), all materials, equipment, tools, labor, and incidentals necessary to complete the work of this scope, including any jacking frames, jacking plates, and concrete repair required due to jacking operations.

**10" CONCRETE SLEEPER SLAB**

**(SPECIAL)**

**1.0 GENERAL**

This special provision shall govern materials, and all other related work for the fabrication and placement of the 10" Concrete Sleeper Slab as detailed in the plans.

**2.0 MATERIALS**

Materials, fabrication, and placement of the 10" Concrete Sleeper Slab shall be in accordance with applicable parts of the Standard Specifications and the details shown on the plans.

**3.0 PAYMENT**

The entire cost of furnishing and placing the 10" Concrete Sleeper Slab including but not limited to materials, equipment, tools, labor, and incidentals necessary to complete the work shall be included in the lump sum price bid for the "10" Concrete Sleeper Slab".



DocuSigned by:  
*Trey H. Carroll, III*  
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11/27/2018

PROJECT SPECIAL PROVISION

(10-18-95) (Rev. 3-21-17)

Z-1a

PERMITS

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

<u>PERMIT</u>	<u>AUTHORITY GRANTING THE PERMIT</u>
Dredge and Fill and/or Work in Navigable Waters (404)	U. S. Army Corps of Engineers
Water Quality (401)	Division of Environmental Management, DEQ State of North Carolina

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

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

The Contractor's attention is also directed to Articles 107-10 and 107-13 of the 2018 Standard Specifications and the following:

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

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

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 12/7/2018

**NATIONWIDE PERMIT 3  
DEPARTMENT OF THE ARMY  
CORPS OF ENGINEERS  
FINAL NOTICE OF ISSUANCE AND MODIFICATION OF NATIONWIDE PERMITS  
FEDERAL REGISTER  
AUTHORIZED MARCH 19, 2017**

**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, requirements of other regulatory agencies, or current construction codes or safety standards that are necessary to make the repair, rehabilitation, or replacement are authorized. This NWP also authorizes the removal of previously authorized structures or fills. Any stream channel modification is limited to the minimum necessary for the repair, rehabilitation, or replacement of the structure or fill; such modifications, including the removal of material from the stream channel, must be immediately adjacent to the project. This NWP also authorizes the removal of accumulated sediment and debris within, and in the immediate vicinity of, the structure or fill. This NWP also 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 outside the immediate vicinity of existing structures (e.g., bridges, culverted road crossings, water intake structures, etc.). The removal of sediment is limited to the minimum necessary to restore the waterway in the vicinity of the structure to the approximate dimensions that existed when the structure was built, but cannot extend farther 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 area that has no waters of the United States unless otherwise specifically approved by the district engineer under separate authorization.

(c) This NWP also authorizes temporary structures, fills, and work, including the use of temporary mats, 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. After conducting the maintenance activity, temporary fills must be

## P-3

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. This NWP does not authorize 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 32). The pre-construction notification must include information regarding the original design capacities and configurations of the outfalls, intakes, small impoundments, and canals. (Authorities: Section 10 of the Rivers and Harbors Act of 1899 and section 404 of the Clean Water Act (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 GENERAL 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. All permanent and temporary crossings of waterbodies shall be suitably culverted, bridged, or otherwise designed and constructed to maintain low flows to sustain the movement of those aquatic species. If a bottomless culvert cannot be used, then the crossing should be designed and constructed to minimize adverse effects to aquatic life movements.
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, or is a shellfish seeding or habitat restoration activity authorized by NWP 27.
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, storm water management activities, and temporary and permanent road crossings, 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, or during low tides.

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 and compliance with applicable NWP general conditions, as well as any activity-specific conditions added by the district engineer to an NWP authorization.

15. 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.

16. Wild and Scenic Rivers. (a) No NWP 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.

(b) If a proposed NWP activity will 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, the permittee must submit a pre-construction notification (see general condition 32). The district engineer will coordinate the PCN with the Federal agency with direct management responsibility for that river. The permittee shall not begin the NWP activity until notified by the district engineer that the Federal agency with direct management responsibility for that river has determined in writing that the proposed NWP activity will not adversely affect the Wild and Scenic River designation or study status.

(c) Information on Wild and Scenic Rivers may be obtained from the appropriate Federal land management agency responsible for the designated Wild and Scenic River or study river (e.g., National Park Service, U.S. Forest Service, Bureau of Land Management, U.S. Fish and Wildlife Service). Information on these rivers is also available at: <http://www.rivers.gov/>.

17. Tribal Rights. No NWP activity may cause more than minimal adverse effects on tribal rights (including treaty rights), protected tribal resources, or tribal lands.

18. Endangered Species. (a) No activity is authorized under any NWP which is likely to directly or indirectly jeopardize the continued existence of a threatened or endangered species or a species proposed for such designation, as identified under the Federal Endangered Species Act (ESA), or which will directly or indirectly destroy or adversely modify the critical habitat of such species. No activity is authorized under any NWP which “may affect” a listed species or critical habitat, unless ESA section 7 consultation addressing the effects of the proposed activity has been completed. Direct effects are the immediate effects on listed species and critical habitat caused by the NWP activity. Indirect effects are those effects on listed species and critical habitat that are caused by the NWP activity and are later in time, but still are reasonably certain to occur.

(b) Federal agencies should follow their own procedures for complying with the requirements of the ESA. If pre-construction notification is required for the proposed activity, the Federal permittee must provide the district engineer with the appropriate documentation to demonstrate compliance with those requirements. The district engineer will verify that the appropriate documentation has been submitted. If the appropriate documentation has not been submitted, additional ESA section 7 consultation may be necessary for the activity and the respective federal agency would be responsible for fulfilling its obligation under section 7 of the ESA.

\* (c) Non-federal permittees must submit a pre-construction notification to the district engineer if any listed species or designated critical habitat might be affected or is in the vicinity of the activity, or if the activity 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

might be affected by the proposed activity or that utilize the designated critical habitat that might be affected by the proposed activity. 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 activity, and has so notified the Corps, the applicant shall not begin work until the Corps has provided notification that the proposed activity will have “no effect” on listed species or critical habitat, or until ESA section 7 consultation has been completed. If the non-Federal applicant has not heard back from the Corps within 45 days, the applicant must still wait for notification from the Corps.

(d) As a result of formal or informal consultation with the FWS or NMFS the district engineer may add species-specific permit conditions to the NWP.

(e) Authorization of an activity by an 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 FWS or the NMFS, the Endangered Species Act prohibits any person subject to the jurisdiction of the United States to take a listed species, where “take” means to harass, harm, pursue, hunt, shoot, wound, kill, trap, capture, or collect, or to attempt to engage in any such conduct. The word “harm” in the definition of “take” means an act which actually kills or injures wildlife. Such an act may include significant habitat modification or degradation where it actually kills or injures wildlife by significantly impairing essential behavioral patterns, including breeding, feeding or sheltering.

(f) If the non-federal permittee has a valid ESA section 10(a)(1)(B) incidental take permit with an approved Habitat Conservation Plan for a project or a group of projects that includes the proposed NWP activity, the non-federal applicant should provide a copy of that ESA section 10(a)(1)(B) permit with the PCN required by paragraph (c) of this general condition. The district engineer will coordinate with the agency that issued the ESA section 10(a)(1)(B) permit to determine whether the proposed NWP activity and the associated incidental take were considered in the internal ESA section 7 consultation conducted for the ESA section 10(a)(1)(B) permit. If that coordination results in concurrence from the agency that the proposed NWP activity and the associated incidental take were considered in the internal ESA section 7 consultation for the ESA section 10(a)(1)(B) permit, the district engineer does not need to conduct a separate ESA section 7 consultation for the proposed NWP activity. The district engineer will notify the non-federal applicant within 45 days of receipt of a complete pre-construction notification whether the ESA section 10(a)(1)(B) permit covers the proposed NWP activity or whether additional ESA section 7 consultation is required.

(g) Information on the location of threatened and endangered species and their critical habitat can be obtained directly from the offices of the FWS and NMFS or their world wide web pages at <http://www.fws.gov/> or <http://www.fws.gov/ipac> and <http://www.nmfs.noaa.gov/pr/species/esa/> respectively.

19. Migratory Birds and Bald and Golden Eagles. The permittee is responsible for ensuring their action complies with the Migratory Bird Treaty Act and the Bald and Golden Eagle Protection Act. The permittee is responsible for contacting appropriate local office of the U.S. Fish and Wildlife Service to determine applicable measures to reduce impacts to migratory

birds or eagles, including whether “incidental take” permits are necessary and available under the Migratory Bird Treaty Act or Bald and Golden Eagle Protection Act for a particular activity.

20. Historic Properties. (a) In cases where the district engineer determines that the activity may have the potential to cause effects to 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. If pre-construction notification is required for the proposed NWP activity, the Federal permittee must provide the district engineer with the appropriate documentation to demonstrate compliance with those requirements. The district engineer will verify that the appropriate documentation has been submitted. If the appropriate documentation is not submitted, then additional consultation under section 106 may be necessary. The respective federal agency is responsible for fulfilling its obligation to comply with section 106.

\* (c) Non-federal permittees must submit a pre-construction notification to the district engineer if the NWP activity might have the potential to cause effects to any historic properties listed on, determined to be eligible for listing on, or potentially eligible for listing on the National Register of Historic Places, including previously unidentified properties. For such activities, the pre-construction notification must state which historic properties might have the potential to be affected by the proposed NWP activity 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 properties can be sought from the State Historic Preservation Officer, Tribal Historic Preservation Officer, or designated tribal representative, as appropriate, and the National Register of Historic Places (see 33 CFR 330.4(g)). When reviewing pre-construction notifications, district engineers will comply with the current procedures for addressing the requirements of section 106 of the National Historic Preservation Act. 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 in the PCN and these identification efforts, the district engineer shall determine whether the proposed NWP activity has the potential to cause effects on the historic properties. Section 106 consultation is not required when the district engineer determines that the activity does not have the potential to cause effects on historic properties (see 36 CFR 800.3(a)). Section 106 consultation is required when the district engineer determines that the activity has the potential to cause effects on historic properties. The district engineer will conduct consultation with consulting parties identified under 36 CFR 800.2(c) when he or she makes any of the following effect determinations for the purposes of section 106 of the NHPA: no historic properties affected, no adverse effect, or adverse effect. Where the non-Federal applicant has identified historic properties on which the activity might 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 to historic properties or that NHPA section 106 consultation has been completed.

(d) For non-federal permittees, 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. If NHPA section 106 consultation is required, the district engineer will notify the non-Federal applicant that he or she cannot begin the activity until section 106 consultation is completed. If the non-Federal applicant has not heard back from the Corps within 45 days, the applicant must still wait for notification from the Corps.

(e) Prospective permittees should be aware that section 110k of the NHPA (54 U.S.C. 306113) 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, 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.

21. Discovery of Previously Unknown Remains and Artifacts. If you discover any previously unknown historic, cultural or archeological remains and artifacts while accomplishing the activity authorized by this permit, you must immediately notify the district engineer of what you have found, and to the maximum extent practicable, avoid construction activities that may affect the remains and artifacts until the required coordination has been completed. The district engineer will initiate the Federal, Tribal, and state coordination required to determine if the items or remains warrant a recovery effort or if the site is eligible for listing in the National Register of Historic Places.

22. Designated Critical Resource Waters. Critical resource waters include, NOAA-managed marine sanctuaries and marine monuments, and National Estuarine Research Reserves. The district engineer may designate, after notice and opportunity for public comment, additional waters officially designated by a state as having particular environmental or ecological significance, such as outstanding national resource waters or state natural heritage sites. The district engineer may also designate additional critical resource waters after notice and opportunity for public 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, 50, 51, and 52 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, 38, and 54, notification is required in accordance with general condition 32, 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.

23. Mitigation. The district engineer will consider the following factors when determining appropriate and practicable mitigation necessary to ensure that the individual and cumulative adverse environmental effects are no more than 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 for resource losses) will be required to the extent necessary to ensure that the individual and cumulative adverse environmental effects are no more than 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 either some other form of mitigation would be more environmentally appropriate or the adverse environmental effects of the proposed activity are no more than minimal, and provides an activity-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 only minimal adverse environmental effects.

(d) For losses of streams or other open waters that require pre-construction notification, the district engineer may require compensatory mitigation to ensure that the activity results in no more than minimal adverse environmental effects. Compensatory mitigation for losses of streams should be provided, if practicable, through stream rehabilitation, enhancement, or preservation, since streams are difficult-to-replace resources (see 33 CFR 332.3(e)(3)).

(e) Compensatory mitigation plans for NWP activities in or near streams or other open waters will normally include a requirement for the restoration or enhancement, maintenance, and legal protection (e.g., conservation easements) of riparian areas next to open waters. In some cases, the restoration or maintenance/protection of riparian areas may be the only compensatory mitigation required. Restored 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. If it is not possible to restore or maintain/protect a riparian area on both sides of a stream, or if the waterbody is a lake or coastal waters, then restoring or maintaining/protecting a riparian area along a single bank or shoreline may be sufficient. 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 minimization or compensatory mitigation, the district engineer may waive or reduce the requirement to provide wetland compensatory mitigation for wetland losses.

(f) Compensatory mitigation projects provided to offset losses of aquatic resources must comply with the applicable provisions of 33 CFR part 332.

(1) The prospective permittee is responsible for proposing an appropriate compensatory mitigation option if compensatory mitigation is necessary to ensure that the activity results in no more than minimal adverse environmental effects. For the NWPs, the preferred mechanism for providing compensatory mitigation is mitigation bank credits or in-

lieu fee program credits (see 33 CFR 332.3(b)(2) and (3)). However, if an appropriate number and type of mitigation bank or in-lieu credits are not available at the time the PCN is submitted to the district engineer, the district engineer may approve the use of permittee-responsible mitigation.

(2) The amount of compensatory mitigation required by the district engineer must be sufficient to ensure that the authorized activity results in no more than minimal individual and cumulative adverse environmental effects (see 33 CFR 330.1(e)(3)). (See also 33 CFR 332.3(f)).

(3) Since the likelihood of success is greater and the impacts to potentially valuable uplands are reduced, aquatic resource restoration should be the first compensatory mitigation option considered for permittee-responsible mitigation.

(4) If permittee-responsible mitigation is the proposed option, the prospective permittee is responsible for submitting a mitigation plan. A conceptual or detailed mitigation plan may be used by the district engineer to make the decision on the NWP verification request, but a final mitigation plan that addresses the applicable requirements of 33 CFR 332.4(c)(2) through (14) must be approved by the district engineer before the permittee begins work in waters of the United States, unless the district engineer determines that prior approval of the final mitigation plan is not practicable or not necessary to ensure timely completion of the required compensatory mitigation (see 33 CFR 332.3(k)(3)).

(5) If mitigation bank or in-lieu fee program credits are the proposed option, the mitigation plan only needs to address the baseline conditions at the impact site and the number of credits to be provided.

(6) Compensatory mitigation requirements (e.g., resource type and amount to be provided as compensatory mitigation, site protection, ecological performance standards, monitoring requirements) may be addressed through conditions added to the NWP authorization, instead of components of a compensatory mitigation plan (see 33 CFR 332.4(c)(1)(ii)).

(g) 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 NWP activity 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 an NWP activity already meeting the established acreage limits also satisfies the no more than minimal impact requirement for the NWPs.

(h) Permittees may propose the use of mitigation banks, in-lieu fee programs, or permittee-responsible mitigation. When developing a compensatory mitigation proposal, the permittee must consider appropriate and practicable options consistent with the framework at 33 CFR 332.3(b). For activities resulting in the loss of marine or estuarine resources, permittee-responsible mitigation may be environmentally preferable if there are no mitigation banks or in-lieu fee programs in the area that have marine or estuarine credits available for sale or transfer to the permittee. For permittee-responsible mitigation, the special conditions of the NWP verification must clearly indicate the party or parties responsible for the implementation and performance of the compensatory mitigation project, and, if required, its long-term management.

(i) Where certain functions and services of waters of the United States are permanently adversely affected by a regulated activity, such as discharges of dredged or fill

material into waters of the United States that will convert 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 environmental effects of the activity to the no more than minimal level.

24. Safety of Impoundment Structures. To ensure that all impoundment structures are safely designed, the district engineer may require non-Federal applicants to demonstrate that the structures comply with established state dam safety criteria or have been designed by qualified persons. The district engineer may also require documentation that the design has been independently reviewed by similarly qualified persons, and appropriate modifications made to ensure safety.

25. 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.

26. 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.

27. 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.

28. 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.

29. 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)

\* 30. Compliance Certification. Each permittee who receives an NWP verification letter from the Corps must provide a signed certification documenting completion of the authorized activity and implementation of any required compensatory mitigation. The success of any required permittee-responsible mitigation, including the achievement of ecological performance standards, will be addressed separately by the district engineer. The Corps will provide the permittee the certification document with the NWP verification letter. The certification document will include:

(a) A statement that the authorized activity was done in accordance with the NWP authorization, including any general, regional, or activity-specific conditions;

(b) A statement that the implementation of any required compensatory mitigation was completed in accordance with the permit conditions. If credits from a mitigation bank or in-lieu fee program are used to satisfy the compensatory mitigation requirements, the certification must include the documentation required by 33 CFR 332.3(l)(3) to confirm that the permittee secured the appropriate number and resource type of credits; and

(c) The signature of the permittee certifying the completion of the activity and mitigation.

The completed certification document must be submitted to the district engineer within 30 days of completion of the authorized activity or the implementation of any required compensatory mitigation, whichever occurs later.

\* 31. Activities Affecting Structures or Works Built by the United States. If an NWP activity also requires permission from the Corps pursuant to 33 U.S.C. 408 because it will alter or temporarily or permanently occupy or use a U.S. Army Corps of Engineers (USACE) federally authorized Civil Works project (a “USACE project”), the prospective permittee must submit a pre-construction notification. See paragraph (b)(10) of general condition 32. An activity that requires section 408 permission is not authorized by NWP until the appropriate Corps office issues the section 408 permission to alter, occupy, or use the USACE project, and the district engineer issues a written NWP verification.

\* 32. 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, if the PCN is determined to be incomplete, notify the prospective permittee within that 30 day period to request the additional information necessary to make the PCN complete. The request must specify the information needed to make the PCN complete. As a general rule, district engineers 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) 45 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 18 that listed species or critical habitat might be affected or are in the vicinity of the activity, or to notify the Corps pursuant to general condition 20 that the activity might have the potential to cause effects to historic properties, the permittee cannot begin the activity until receiving written notification from the Corps that there 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 Act (see 33 CFR 330.4(g)) has been 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 may not 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 activity;

(3) Identify the specific NWP or NWP(s) the prospective permittee wants to use to authorize the proposed activity;

(4) A description of the proposed activity; the activity's purpose; direct and indirect adverse environmental effects the activity would cause, including the anticipated amount of loss of wetlands, other special aquatic sites, and other waters expected to result from the NWP activity, in acres, linear feet, or other appropriate unit of measure; a description of any proposed mitigation measures intended to reduce the adverse environmental effects caused by the proposed activity; and 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, including other separate and distant crossings for linear projects that require Department of the Army authorization but do not require pre-construction notification. The description of the proposed activity and any proposed mitigation measures should be sufficiently detailed to allow the district engineer to determine that the adverse environmental effects of the activity will be no more than minimal and to determine the need for compensatory mitigation or other mitigation measures. For single and complete linear projects, the PCN must include the quantity of anticipated losses of wetlands, other special aquatic sites, and other waters for each single and complete crossing of those wetlands, other special aquatic sites, and other waters.

Sketches should be provided when necessary to show that the activity complies with the terms of the NWP. (Sketches usually clarify the activity and when provided results in a quicker decision. Sketches should contain sufficient detail to provide an illustrative description of the proposed activity (e.g., a conceptual plan), but do not need to be detailed engineering plans);

(5) The PCN must include a delineation of wetlands, other special aquatic sites, and other waters, such as lakes and ponds, and perennial, intermittent, and ephemeral streams, 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 on the project site, but there may be a delay if the Corps does the delineation, especially if the project site is large or contains many wetlands, other special aquatic sites, and other waters. Furthermore, the 45 day period will not start until the delineation has been submitted to or completed by the Corps, as appropriate;

(6) 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, or explaining why the adverse environmental effects are no more than minimal and why compensatory mitigation should not be required. As an alternative, the prospective permittee may submit a conceptual or detailed mitigation plan.

(7) For non-Federal permittees, if any listed species or designated critical habitat might be affected or is in the vicinity of the activity, or if the activity is located in designated critical habitat, the PCN must include the name(s) of those endangered or threatened species that might be affected by the proposed activity or utilize the designated critical habitat that might be affected by the proposed activity. For NWP activities that require pre-construction notification, Federal permittees must provide documentation demonstrating compliance with the Endangered Species Act;

(8) For non-Federal permittees, if the NWP activity might have the potential to cause effects to a historic property listed on, determined to be eligible for listing on, or potentially eligible for listing on, the National Register of Historic Places, the PCN must state which historic property might have the potential to be affected by the proposed activity or include a vicinity map indicating the location of the historic property. For NWP activities that require pre-construction notification, Federal permittees must provide documentation demonstrating compliance with section 106 of the National Historic Preservation Act;

(9) For an activity that will 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, the PCN must identify the Wild and Scenic River or the “study river” (see general condition 16); and

(10) For an activity that requires permission from the Corps pursuant to 33 U.S.C. 408 because it will alter or temporarily or permanently occupy or use a U.S. Army Corps of Engineers federally authorized civil works project, the pre-construction notification must include a statement confirming that the project proponent has submitted a written request for section 408 permission from the Corps office having jurisdiction over that USACE project.

(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 an NWP PCN and must include all of the applicable information required in paragraphs (b)(1) through (10) of this general condition. A letter containing the required information may also be used. Applicants may provide electronic files of PCNs and

supporting materials if the district engineer has established tools and procedures for electronic submittals.

(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 activity's adverse environmental effects so that they are no more than minimal.

(2) Agency coordination is required for: (i) all NWP activities that require pre-construction notification and result in the loss of greater than 1/2-acre of waters of the United States; (ii) NWP 21, 29, 39, 40, 42, 43, 44, 50, 51, and 52 activities that require pre-construction notification and will result in the loss of greater than 300 linear feet of stream bed; (iii) NWP 13 activities in excess of 500 linear feet, fills greater than one cubic yard per running foot, or involve discharges of dredged or fill material into special aquatic sites; and (iv) NWP 54 activities in excess of 500 linear feet, or that extend into the waterbody more than 30 feet from the mean low water line in tidal waters or the ordinary high water mark in the Great Lakes.

(3) When agency coordination is required, the district engineer will immediately provide (e.g., via e-mail, facsimile transmission, overnight mail, or other expeditious manner) a copy of the complete PCN to the appropriate Federal or state offices (FWS, state natural resource or water quality agency, EPA, and, if appropriate, the NMFS). With the exception of NWP 37, these agencies will have 10 calendar days from the date the material is transmitted to notify the district engineer via telephone, facsimile transmission, or e-mail that they intend to provide substantive, site-specific comments. The comments must explain why the agency believes the adverse environmental effects will be more than minimal. 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 concerning the proposed activity's compliance with the terms and conditions of the NWPs, including the need for mitigation to ensure the net adverse environmental effects of the proposed activity are no more than minimal. The district engineer 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.

(4) 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.

(5) Applicants are encouraged to provide the Corps with either electronic files or multiple copies of pre-construction notifications to expedite agency coordination.

### **DISTRICT ENGINEER'S DECISION**

1. 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 a project proponent requests authorization by a specific NWP, the district engineer should issue the NWP verification for that activity if it meets the terms and conditions of that NWP, unless he or she determines, after considering mitigation, that the proposed activity will result in more than minimal individual and cumulative adverse effects on the aquatic environment and other aspects of the public interest and exercises discretionary authority to require an individual permit for the proposed activity. For a linear project, this determination will include an evaluation of the individual crossings of waters of the United States to determine whether they individually satisfy the terms and conditions of the NWP(s), as well as the cumulative effects caused by all of the crossings authorized by NWP. If an applicant requests a waiver of the 300 linear foot limit on impacts to streams or of an otherwise applicable limit, as provided for in NWPs 13, 21, 29, 36, 39, 40, 42, 43, 44, 50, 51, 52, or 54, the district engineer will only grant the waiver upon a written determination that the NWP activity will result in only minimal individual and cumulative adverse environmental effects. For those NWPs that have a waivable 300 linear foot limit for losses of intermittent and ephemeral stream bed and a 1/2-acre limit (i.e., NWPs 21, 29, 39, 40, 42, 43, 44, 50, 51, and 52), the loss of intermittent and ephemeral stream bed, plus any other losses of jurisdictional waters and wetlands, cannot exceed 1/2-acre.

2. When making minimal adverse environmental effects determinations the district engineer will consider the direct and indirect effects caused by the NWP activity. He or she will also consider the cumulative adverse environmental effects caused by activities authorized by NWP and whether those cumulative adverse environmental effects are no more than minimal. The district engineer will also consider site specific factors, such as the environmental setting in the vicinity of the NWP activity, the type of resource that will be affected by the NWP activity, the functions provided by the aquatic resources that will be affected by the NWP activity, the degree or magnitude to which the aquatic resources perform those functions, the extent that aquatic resource functions will be lost as a result of the NWP activity (e.g., partial or complete loss), the duration of the adverse effects (temporary or permanent), the importance of the aquatic resource functions to the region (e.g., watershed or ecoregion), and mitigation required by the district engineer. If an appropriate functional or condition assessment method is available and practicable to use, that assessment method may be used by the district engineer to assist in the minimal adverse environmental effects determination. The district engineer may add case-specific special conditions to the NWP authorization to address site-specific environmental concerns.

3. 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 NWP activities with smaller impacts, or for impacts to other types of waters (e.g., streams). The district engineer will consider any proposed compensatory mitigation or other mitigation measures the applicant has included in the proposal in determining whether the net adverse environmental effects of the proposed activity are no more than 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 environmental effects are no more than minimal, after considering mitigation, the district engineer will notify the permittee and

include any activity-specific conditions in the NWP verification the district engineer deems necessary. Conditions for compensatory mitigation requirements must comply with the appropriate provisions at 33 CFR 332.3(k). The district engineer must approve the final mitigation plan before the permittee commences work in waters of the United States, unless the district engineer determines that prior approval of the final mitigation plan is not practicable or not necessary to ensure timely completion of the required compensatory mitigation. 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 proposed compensatory mitigation plan within 45 calendar days of receiving a complete PCN and determine whether the proposed mitigation would ensure the NWP activity results in no more than minimal adverse environmental effects. If the net adverse environmental effects of the NWP activity (after consideration of the mitigation proposal) are determined by the district engineer to be no more than minimal, the district engineer will provide a timely written response to the applicant. The response will state that the NWP activity can proceed under the terms and conditions of the NWP, including any activity-specific conditions added to the NWP authorization by the district engineer.

4. If the district engineer determines that the adverse environmental effects of the proposed activity are more than minimal, then the district engineer will notify the applicant either: (a) that the activity does not qualify for authorization under the NWP and instruct the applicant on the procedures to seek authorization under an individual permit; (b) that the activity is authorized under the NWP subject to the applicant's submission of a mitigation plan that would reduce the adverse environmental effects so that they are no more than minimal; or (c) that the activity 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 environmental effects, the activity will be authorized within the 45-day PCN period (unless additional time is required to comply with general conditions 18, 20, and/or 31, or to evaluate PCNs for activities authorized by NWPs 21, 49, and 50), with activity-specific conditions that state the mitigation requirements. The authorization will include the necessary conceptual or detailed mitigation plan or a requirement that the applicant submit a mitigation plan that would reduce the adverse environmental effects so that they are no more than minimal. When compensatory mitigation is required, no work in waters of the United States may occur until the district engineer has approved a specific mitigation plan or has determined that prior approval of a final mitigation plan is not practicable or not necessary to ensure timely completion of the required compensatory mitigation.

## **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 (see general condition 31).

## 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 (re-establishment or rehabilitation), establishment (creation), enhancement, and/or in certain circumstances preservation of aquatic resources for the purposes of offsetting 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.

Direct effects: Effects that are caused by the activity and occur at the same time and place.

Discharge: The term “discharge” means any discharge of dredged or fill material into waters of the United States.

Ecological reference: A model used to plan and design an aquatic habitat and riparian area restoration, enhancement, or establishment activity under NWP 27. An ecological reference may be based on the structure, functions, and dynamics of an aquatic habitat type or a riparian area type that currently exists in the region where the proposed NWP 27 activity is located. Alternatively, an ecological reference may be based on a conceptual model for the aquatic habitat type or riparian area type to be restored, enhanced, or established as a result of the proposed NWP 27 activity. An ecological reference takes into account the range of variation of the aquatic habitat type or riparian area type in the region.

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.

High Tide Line: The line of intersection of the land with the water’s surface at the maximum height reached by a rising tide. The high tide line may be determined, in the absence of actual data, by a line of oil or scum along shore objects, a more or less continuous deposit of fine shell or debris on the foreshore or berm, other physical markings or characteristics, vegetation lines, tidal gages, or other suitable means that delineate the general height reached by a rising tide. The line encompasses spring high tides and other high tides that occur with periodic frequency but does not include storm surges in which there is a departure from the normal or predicted reach of the tide due to the piling up of water against a coast by strong winds such as those accompanying a hurricane or other intense storm.

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 non-linear 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.

Indirect effects: Effects that are caused by the activity and are later in time or farther removed in distance, but are still reasonably foreseeable.

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 acres or linear feet of stream bed that are filled or excavated as a result of the regulated activity. 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 that do not require Department of the Army authorization, such as 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.

Navigable waters: Waters subject to section 10 of the Rivers and Harbors Act of 1899. These waters are defined at 33 CFR part 329.

Non-tidal wetland: A non-tidal wetland is a wetland that is not subject to the ebb and flow of tidal waters. 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 flowing or standing 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.

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.

Protected tribal resources: Those natural resources and properties of traditional or customary religious or cultural importance, either on or off Indian lands, retained by, or reserved by or for, Indian tribes through treaties, statutes, judicial decisions, or executive orders, including tribal trust resources.

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 and functions.

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 coarse 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 next to streams, lakes, and estuarine- marine shorelines. Riparian areas are transitional between terrestrial and aquatic ecosystems, through which surface and subsurface hydrology connects riverine, lacustrine, estuarine, and marine waters with their adjacent wetlands, non-wetland waters, or uplands. Riparian areas provide a variety of ecological functions and services and help improve or maintain local water quality. (See general condition 23.)



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 linear project: A linear project is a project constructed for the purpose of getting people, goods, or services from a point of origin to a terminal point, which often involves multiple crossings of one or more waterbodies at separate and distant locations. The term “single and complete project” is defined as that portion of the total linear project proposed or accomplished by one owner/developer or partnership or other association of owners/developers that includes all crossings of a single water of the United States (i.e., a single waterbody) at a specific location. For linear projects crossing a single or multiple waterbodies several times at separate and distant locations, each crossing is considered a single and complete project for purposes of NWP authorization. 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.

Single and complete non-linear project: For non-linear projects, 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 non-linear project must have independent utility (see definition of “independent utility”). Single and complete non-linear projects may not be “piecemealed” to avoid the limits in an NWP authorization.

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 jurisdictional wetland that is inundated by tidal waters. 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.

Tribal lands: Any lands title to which is either: 1) held in trust by the United States for the benefit of any Indian tribe or individual; or 2) held by any Indian tribe or individual subject to restrictions by the United States against alienation.

Tribal rights: Those rights legally accruing to a tribe or tribes by virtue of inherent sovereign authority, unextinguished aboriginal title, treaty, statute, judicial decisions, executive order or agreement, and that give rise to legally enforceable remedies.

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. If a wetland is adjacent to a waterbody determined to be a water of the United States, that waterbody and any 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.

**FINAL 2017 REGIONAL CONDITIONS**

*NOTICE ABOUT WEB LINKS IN THIS DOCUMENT:*

*The web links (both internal to our Wilmington District and any external links to collaborating agencies) in this document are valid at the time of publication. However, the Wilmington District Regulatory Program web page addresses, as with other agency web sites, may change over the timeframe of the five-year Nationwide Permit renewal cycle, in response to policy mandates or technology advances. While we will make every effort to check on the integrity of our web links and provide re-direct pages whenever possible, we ask that you report any broken links to us so we can keep the page information current and usable. We apologize in advanced for any broken links that you may encounter, and we ask that you navigate from the Regulatory home page (Regulatory Permit Program Wetlands and Streams) of the Wilmington District Corps of Engineers, to the “Permits” section of our web site to find links for pages that cannot be found by clicking directly on the listed web link in this document.*

**Final 2017 Regional Conditions for Nationwide Permits (NWP) in the Wilmington District**

**1.0 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 the Corps and either NCDMF or NCWRC.

**1.2 Trout Waters Moratorium**

Waters of the United States in the designated trout watersheds of North Carolina are excluded during the period between October 15 and April 15 without prior written approval from the NCWRC, or from the Eastern Band of Cherokee Indians (EBCI) Fisheries and Wildlife Management (FWM) office if the project is located on EBCI trust land. (See Section 2.7 for information on the designated trout watersheds).

**1.3 Sturgeon Spawning Areas as Designated by the National Marine Fisheries Service (NMFS)**

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 NMFS.

\* **2.0 Waters Requiring Additional Notification**

The Corps has identified waters that will be subject to additional notification requirements for activities authorized by all NWPs. These waters are:

\* **2.1 Western NC Counties that Drain to Designated Critical Habitat**

For proposed activities within waters of the United States that require a Pre-Construction Notification (PCN) and are located in the sixteen counties listed below, permittees must provide a copy of the PCN to the U.S. Fish and Wildlife Service (USFWS), 160 Zillicoa Street, Asheville, North Carolina 28801. This PCN must be sent concurrently to the U.S. Fish and Wildlife Service and the Corps Asheville Regulatory Field Office. Please see General Condition 18 for specific notification requirements related to the Endangered Species Act and the below 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 U.S. 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 permittees which provides guidelines on how to review linked websites and maps in order to fulfill NWP General Condition 18 requirements:

<http://www.saw.usace.army.mil/Missions/RegulatoryPermitProgram/AgencyCoordination/ESA.asp>

Permittees who do not have internet access may contact the appropriate U.S. Fish and Wildlife Service offices listed below or Corps at (910) 251-4633:

Asheville U.S. Fish and Wildlife Service Office counties: All counties west of and including Anson, Stanly, Davidson, Forsythe and Stokes Counties.

U.S. Fish and Wildlife Service  
Asheville Field Office  
160 Zillicoa Street  
Asheville, NC 28801  
Telephone: (828) 258-3939

Raleigh U.S. Fish and Wildlife Service Office counties: all counties east of and including Richmond, Montgomery, Randolph, Guilford, and Rockingham Counties.

U.S. Fish and Wildlife Service  
Raleigh Field Office  
Post Office Box 33726

Raleigh, NC 27636-3726  
Telephone: (919) 856-4520

## \* 2.2 Special Designation Waters

Prior to the use of any NWP, except NWP 3, that involves a discharge of dredged or fill material in any of the following identified waters and/or adjacent wetlands in North Carolina, permittees shall submit a PCN to the District Engineer prior to commencing the activity (see General Condition 32). The North Carolina waters and wetlands that require additional notification requirements are:

“Outstanding Resource Waters” (ORW) or “High Quality Waters” (HQW) as designated by the North Carolina Environmental Management Commission; “Primary Nursery Areas” (PNA), including inland PNA, as designated by the North Carolina Marine Fisheries Commission and the NCWRC; or wetlands adjacent to these waters. Definitions of ORW, HQW and PNA waters can be found in the North Carolina State Administrative Code, Title 15A, Subchapters 2B and 10C (15A NCAC 02B, 15A NCAC 10C) and at the following World Wide Web page:

<http://reports.oah.state.nc.us/ncac.asp?folderName=\Title%2015A%20-%20Environmental%20Quality&lookUpError=15A%20NCAC%20000%20>. Surface water classifications for waters in North Carolina can be viewed at the North Carolina Division of Water Resources website or at the following World Wide Web Page:

<https://deq.nc.gov/about/divisions/water-resources/planning/classification-standards/classifications>

Permittees who do not have internet access may contact the Corps at (910) 251- 4633.

## 2.3 Coastal Area Management Act (CAMA) Areas of Environmental Concern

Non-federal permittees 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. Development 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 – 69 Darlington Avenue, Wilmington, NC 28403, (910) 251-4802 or Washington Field Office – 2407 West 5th Street, Washington, NC 27889, (910) 251-4610).

## \* 2.4 Barrier Islands

Prior to the use of any NWP on a barrier island of North Carolina, permittees must submit a PCN to the District Engineer prior to commencing the activity (see General Condition 32).

## \* 2.5 Mountain or Piedmont Bogs

Prior to the use of any NWP in a Bog, as classified by the North Carolina Wetland Assessment Methodology (NCWAM), permittees shall submit a PCN to the District Engineer prior to commencing the activity (see General Condition 32). The latest version of NCWAM can be

viewed on the Corps RIBITS (Regulatory In-lieu Fee and Bank Information Tracking System) website or at the following World Wide Web Page:  
[https://ribits.usace.army.mil/ribits\\_apex/f?p=107:27:0::NO::](https://ribits.usace.army.mil/ribits_apex/f?p=107:27:0::NO::)

**\* 2.6 Animal Waste Facilities**

Prior to use of any NWP for construction of animal waste facilities in waters of the United States, including wetlands, permittees shall submit a PCN to the District Engineer prior to commencing the activity (see General Condition 32).

**\* 2.7 Trout Waters**

Prior to any discharge of dredge or fill material into streams, waterbodies or wetlands within the 294 designated trout watersheds of North Carolina, the permittee shall submit a PCN (see General Condition 32) to the District Engineer prior to commencing the activity, unless other thresholds are established in the Regional Conditions in Section 4 (Additional Regional Conditions for Specific Nationwide Permits). The permittee shall also provide a copy of the notification to the appropriate NCWRC office, or to the EBCI FWM Office (if the project is located on EBCI trust land), to facilitate the determination of any potential impacts to designated Trout Waters.

Notification to the Corps will include a statement with the name of the NCWRC or EBCI FWM biologist contacted, the date of the notification, the location of work, a delineation of wetlands and waters, a discussion of alternatives to working in the mountain trout waters, why alternatives were not selected, and, if applicable, a plan to provide compensatory mitigation for all unavoidable adverse impacts to mountain trout waters.

NCWRC and NC Trout Watersheds:

<b>NCWRC Contact**</b>	<b>Counties that are entirely within Trout Watersheds*</b>	<b>Counties that are partially within Trout Watersheds*</b>
Mountain Coordinator Balsam Depot 20830 Great Smoky Mountain Expressway Waynesville, NC 28786 Telephone: (828) 558-6011  For NCDOT Projects:  NCDOT Coordinator 206 Charter. Street Albemarle, NC 28001 Telephone: (704) 982-9181	Alleghany    Jackson Ashe            Macon Avery            Swain Graham        Transylvania Haywood       Watauga	Burke            McDowell Buncombe      Mitchell Caldwell        Polk Cherokee       Rutherford Clay              Surry Henderson      Wilkes Madison         Yancey

\*NOTE: To determine notification requirements, contact the Corps Asheville Regulatory Field Office at (828) 271-7980 or view maps for each County at the following World Wide Web page: <http://www.saw.usace.army.mil/Missions/Regulatory-Permit-Program/Agency-Coordination/Trout/>.

\*\*If a project is located on EBCI trust land, submit the PCN in accordance with Section 3.14. Contact the Corps Asheville Regulatory Field Office at (828) 271-7980 with questions.

**\* 2.8 Western NC Waters and Corridors**

The permittee shall submit a PCN (see General Condition 32) to the District Engineer prior to commencing the activity in waters of the United States if the activity will occur within any of the following identified waters in western North Carolina, within 0.5 mile on either side of these waters, or within 0.75 mile of the Little Tennessee River, as measured from the top of the bank of the respective water (i.e., river, stream, or creek):

Brasstown Creek  
Burningtown Creek  
Cane River  
Caney Fork  
Cartoogechaye Creek  
Chattooga River  
Cheoah River  
Cowee Creek  
Cullasaja River  
Deep Creek  
Ellijay Creek  
French Broad River  
Garden Creek  
Hiwassee River  
Hominy Creek  
Iotla Creek  
Little Tennessee River (within the river or within 0.75 mile on either side of this river)  
Nantahala River  
Nolichucky River  
North Fork French Broad River  
North Toe River  
Nottley River  
Oconaluftee River (portion not located on trust/EBCI land)  
Peachtree Creek  
Shooting Creek  
Snowbird Creek  
South Toe River  
Stecoah Creek  
Swannanoa River  
Sweetwater Creek

Tuckasegee River (also spelled Tuckaseegee or Tuckaseigee)  
Valley River  
Watauga Creek  
Watauga River  
Wayah Creek  
West Fork French Broad River

To determine notification requirements, contact the Corps Asheville Regulatory Field Office at (828) 271-7980 or view maps for all corridors at the following World Wide Web page:  
<http://www.saw.usace.army.mil/Missions/Regulatory-Permit-Program/Agency-Coordination/Designated-Special-Waters.aspx>

### **3.0 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 Stream Bed**

NWPs may not be used for activities that may result in the loss or degradation of more than 300 total linear feet of stream bed, unless the District Engineer has waived the 300 linear foot limit for ephemeral and intermittent streams on a case-by-case basis and has determined 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 and documented by appropriate/accepted stream quality assessments\*. This waiver only applies to the 300 linear feet threshold for NWPs.

This Regional Condition does not apply to NWP 23 (Approved Categorical Exclusions).

\*NOTE: Permittees should utilize the most current methodology prescribed by Wilmington District to assess stream function and quality. Information can be found at:  
[https://ribits.usace.army.mil/ribits\\_apex/f?p=107:27:0::NO::](https://ribits.usace.army.mil/ribits_apex/f?p=107:27:0::NO::)

#### **3.2 Mitigation for Loss of Stream Bed**

For any NWP that results in a loss of more than 150 linear feet of stream, the permittee shall provide a mitigation proposal to compensate for more than minimal individual and cumulative adverse impacts to the aquatic environment. For stream losses of 150 linear feet or less that require a PCN, 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 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, intermittent or ephemeral stream, the permittee shall submit a PCN to the District Engineer prior to commencing the activity (see General Condition 32). 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, live or fresh concrete, including bags of uncured concrete, may not come into contact with the water in or entering into waters of the United States. Water inside coffer dams or casings that has been in contact with wet concrete shall only be returned to waters of the United States after the concrete is set and cured and when it no longer poses a threat to aquatic organisms.

### **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.** Where bank stabilization is conducted as part of an activity, natural design, bioengineering and/or geoen지니어ing methods that incorporate natural durable materials, native seed mixes, and native plants and shrubs are to be utilized to the maximum extent practicable.

**3.5.2.** Filter cloth must be placed underneath the riprap as an additional requirement of its use in North Carolina waters. The placement of filter fabric is not required if the riprap will be pushed or “keyed” into the bank of the waterbody. 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.

**3.5.3.** The placement of riprap shall be limited to the areas depicted on submitted work plan drawings.

**3.5.4.** 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.

**3.5.5.** It shall be of a size sufficient to prevent its movement from the authorized alignment by natural forces under normal conditions.

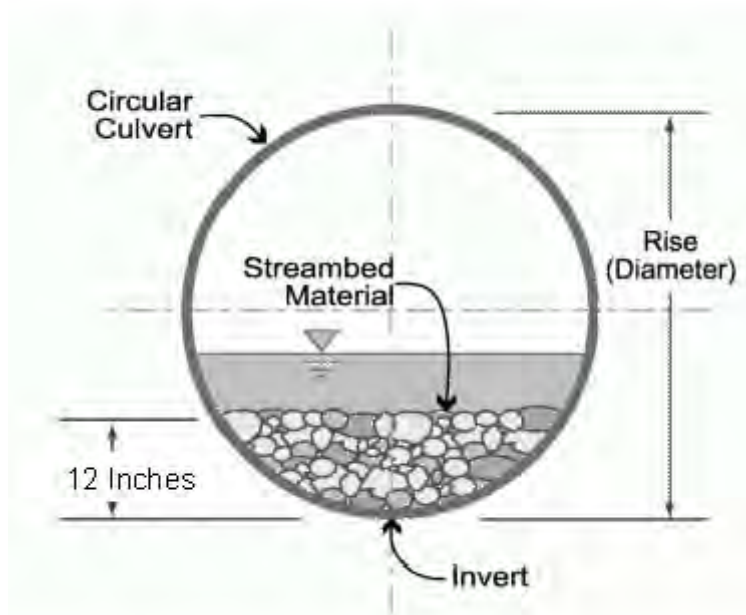
**3.5.6.** The riprap material shall consist of clean rock or masonry material such as, but not limited to, granite, marl, or broken concrete.

### **3.6 Requirements for Culvert Placement**

**3.6.1** 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 altering the width or depth of the stream profile in connection with the construction activity. The width, height, and gradient of a proposed culvert should be

sufficient to pass the average historical low flow and spring flow without adversely altering flow velocity. Spring flow is the seasonal sustained high flow that typically occurs in the spring. Spring flows should be determined from gage data, if available. In the absence of such data, bank-full flow can be used as a comparable indicator.

In Public Trust Areas of Environmental Concern (AEC) and/or the Estuarine Waters AEC as designated by the Coastal Area Management Act (CAMA): All pipes/culverts must be sufficiently sized to allow for the burial of the bottom of the culvert at least one foot below normal bed elevation.



In all other areas: 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 to maintain aquatic passage and to maintain passage during drought or low flow conditions, and every effort shall be made to maintain the existing channel slope.

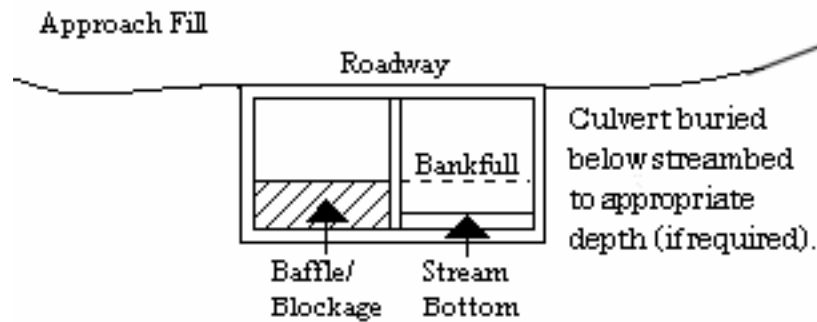
Culverts must be designed and constructed in a manner that minimizes destabilization and head cutting. Destabilizing the channel and head cutting upstream should be considered and appropriate actions incorporated in the design and placement of the culvert.

A waiver from the depth specifications in this condition may be requested, in writing, by the permittee and issued by the Corp; this request must be specific as to the reason(s) for the request. The waiver will be issued if it can be demonstrated that the proposed design would result in less impacts to the aquatic environment.

All counties: Culverts placed within riparian and/or riverine wetlands must be installed in a manner that does not restrict the flow and circulation patterns of waters of the United States.

Culverts placed across wetland fills purely for the purposes of equalizing surface water do not have to be buried, but the culverts must be of adequate size and/or number to ensure unrestricted transmission of water.

**3.6.2** Bank-full flows (or less) shall be accommodated through maintenance of the existing bank-full channel cross sectional area. Additional culverts or culvert barrels at such crossings shall be allowed only to receive bank-full flows.



**3.6.3** Where adjacent floodplain is available, flows exceeding bank-full should be accommodated by installing culverts at the floodplain elevation. Additional culverts or culvert barrels at such crossings should not be buried, or if buried, must have sills at the inlets to ensure that they only receive flows exceeding bank-full.

**3.6.4** Excavation of existing stream channels shall be limited to the minimum necessary to construct or install the proposed culvert. The final width of the impacted stream at the culvert inlet and outlet should be no greater than the original stream width. A waiver from this condition may be requested in writing; this request must be specific as to the reason(s) for the request. The waiver will be issued if the proposed design would result in less impacts to the aquatic environment and/or if it can be demonstrated that it is not practicable to restore the final width of the impacted stream at the culvert inlet and outlet to the width of the original stream channel.

**3.6.5** The width of the culvert shall be comparable to the width of the stream channel. If the width of the culvert is wider than the stream channel, the culvert shall include baffles, benches and/or sills to maintain the width of the stream channel. A waiver from this condition may be requested in writing; this request must be specific as to the reason(s) for the request. The waiver will be issued if it can be demonstrated that it is not practicable or necessary to include baffles, benches or sills and the design would result in less impacts to the aquatic environment.

### **3.7 Notification to NCDEQ Shellfish Sanitation Section**

Permittees shall notify the NCDEQ 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 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 by the permittee.

### **3.8 Submerged Aquatic Vegetation**

Impacts to Submerged Aquatic Vegetation (SAV) are not authorized by any NWP, except NWP 48, unless EFH Consultation has been completed pursuant to the Magnuson-Stevens Fisheries Conservation and Management Act (Magnuson-Stevens Act). Permittees shall submit a PCN (See NWP General Condition 32) to the District Engineer prior to commencing the activity if the project would affect SAV. The permittee may not begin work until notified by the Corps that the requirements of the Magnuson-Stevens Act have been satisfied and that the activity is authorized.

### **3.9 Sedimentation and Erosion Control Structures and Measures**

All PCNs will identify and describe sedimentation and erosion control structures and measures proposed for placement in waters of the United States. The structures and measures should be depicted on maps, surveys or drawings showing location and impacts to jurisdictional wetlands and streams.

### **3.10 Restoration of Temporary Impacts to Stream Beds**

Upon completion of work that involves temporary stream impacts, streambeds are to be restored to pre-project elevations and widths using natural streambed material such that the impacted stream reach mimics the adjacent upstream and downstream reach. The impacted area shall be backfilled with natural streambed material to a depth of at least 12 inches or to the bottom depth of the impacted area if shallower than 12 inches. An engineered in-stream structure or material can be used to provide protection of a buried structure if it provides benefits to the aquatic environment and can be accomplished by a natural streambed design. A permittee may request a waiver of this condition if it is determined a buried structure needs significant physical protection beyond those provided in this condition. This condition does not apply to NWP 27 – Aquatic Habitat Restoration, Enhancement, and Establishment Activities.

### **3.11 Restoration of Temporary Impacts to Stream Banks**

Upon completion of work involving temporary stream bank impacts, stream banks are to be restored to pre-project grade and contours or beneficial grade and contours if the original bank slope is steep and unstable. Natural durable materials, native seed mixes, and native plants and shrubs are to be utilized in the restoration. Natural designs which use bioengineered and/or geo-engineered methods are to be applied. An engineered structure or material can be used to provide protection of a buried structure if it provides benefits to the stream bank environment, provided it is not in excess of the minimum amount needed for protection and does not exceed an average of one cubic yard per running foot placed along the bank below the plane of the ordinary high water mark. A permittee may request a waiver of this condition if it is determined a buried structure

needs significant physical protection beyond those provided in this condition. This condition does not apply to NWP 27 – Aquatic Habitat Restoration, Enhancement, and Establishment Activities.

### **3.12 Federal Navigation Channel Setbacks and Corps Easements**

**3.12.1** Authorized structures and fills located in or adjacent to Federally authorized waterways will be constructed in accordance with the latest setback criteria established by the Wilmington District Engineer. You may review the setback policy at <http://www.saw.usace.army.mil/Missions/Navigation/Setbacks.aspx>. This general permit does not authorize the construction of hardened or permanently fixed structures within the Federally Authorized Channel Setback, unless the activity is approved by the Corps. The permittee shall submit a PCN (see General Condition 32) to the District Engineer prior to the construction of any structures or fills within the Federally Authorized Channel Setback.

**3.12.2** The permittee shall obtain a Consent to Cross Government Easement from the Wilmington District’s Land Use Coordinator prior to any crossing of the Corps easement and/or prior to commencing construction of any structures, authorized dredging or other work within the right-of-way of, or in proximity to, a federally designated disposal area. The Land Use Coordinator may be contacted at: CESAW-OP-N, 69 Darlington Avenue, Wilmington, North Carolina 28403-1343, email: [SAWWeb-NAV@usace.army.mil](mailto:SAWWeb-NAV@usace.army.mil)

### **3.13 Northern Long-eared Bat – Endangered Species Act Compliance**

The Wilmington District, U.S. Army Corps of Engineers has consulted with the United States Fish and Wildlife Service (USFWS) in regards to the threatened Northern long-eared bat (NLEB) (*Myotis septentrionalis*) and Standard Local Operating Procedures for Endangered Species (SLOPES) have been approved by the Corps and the USFWS. This condition concerns effects to the NLEB only and does not address effects to other federally listed species and/or federally designated critical habitat.

A. Procedures when the Corps is the lead federal\* agency for a project:

The permittee must comply with (1) and (2) below when:

- the project is located in the western 41 counties of North Carolina, to include non-federal aid North Carolina Department of Transportation (NCDOT) projects, OR;
- the project is located in the 59 eastern counties of North Carolina, and is a non-NCDOT project.

\*Generally, if a project is located on private property or on non-federal land, and the project is not being funded by a federal entity, the Corps will be the lead federal agency due to the requirement to obtain Department of the Army authorization to impact waters of the United States. If the project is located on federal land, contact the Corps to determine the lead federal agency.

(1) A permittee using a NWP must check to see if their project is located in the range of the NLEB by using the following website:

<http://www.fws.gov/midwest/endangered/mammals/nleb/pdf/WNSZone.pdf>. If the project is within the range of the NLEB, or if the project includes percussive activities (e.g., blasting, pile driving, etc.), the permittee is then required to check the appropriate website in the paragraph below to discover if their project:

- is located in a 12-digit Hydrologic Unit Code area (“red HUC” - shown as red areas on the map), AND/OR;
- involves percussive activities within 0.25 mile of a red HUC.

Red HUC maps - for the western 41 counties in NC (covered by the Asheville Ecological Services Field Office), check the project location against the electronic maps found at: [http://www.fws.gov/asheville/htmls/project\\_review/NLEB\\_in\\_WNC.html](http://www.fws.gov/asheville/htmls/project_review/NLEB_in_WNC.html). For the eastern 59 counties in NC (covered by the Raleigh Ecological Services Field Office), check the project location against the electronic maps found at:

[https://www.fws.gov/raleigh/NLEB\\_RFO.html](https://www.fws.gov/raleigh/NLEB_RFO.html).

(2) A permittee must submit a PCN to the District Engineer, and receive written authorization from the District Engineer, prior to commencing the activity, if the activity will involve any of the following:

- tree clearing/removal, construction/installation of wind turbines in a red HUC, AND/OR;
- bridge removal or maintenance, unless the bridge has been inspected and there is no evidence of bat use, (applies anywhere in the range of the NLEB), AND/OR;
- percussive activities in a red HUC, or within 0.25 mile of a red HUC.

The permittee may proceed with the activity without submitting a PCN to either the Corps or the USFWS, provided the activity complies with all applicable NWP terms and general and regional conditions, if the permittee’s review under A.(1) and A.(2) above shows that the project is:

- located outside of a red HUC (and there are no percussive activities), and the activity will NOT include bridge removal or maintenance, unless the bridge has been inspected and there is no evidence of bat use, OR;
- located outside of a red HUC and there are percussive activities, but the percussive activities will not occur within 0.25-mile of a red HUC boundary, and the activity will NOT include bridge removal or maintenance, unless the bridge has been inspected and there is no evidence of bat use, OR;

- located in a red HUC, but the activity will NOT include: tree clearing/removal; construction/installation of wind turbines; bridge removal or maintenance, unless the bridge has been inspected and there is no evidence of bat use, and/or; any percussive activities.

### B. Procedures when the USACE is not the lead federal agency:

For projects where another federal agency is the lead federal agency - if that other federal agency has completed project-specific ESA Section 7(a)(2) consultation for the NLEB, and has (1) determined that the project would not cause prohibited incidental take of the NLEB, and (2) completed coordination/consultation that is required by the USFWS (per the directions on the respective USFWS office's website), that project may proceed without notification to either the USACE or the USFWS, provided all General and Regional Permit Conditions are met.

The NLEB SLOPES can be viewed on the USACE website at the following World Wide Web Page: <http://www.saw.usace.army.mil/Missions/Regulatory-Permit-Program/Agency-Coordination/ESA/>. Permittees who do not have internet access may contact the USACE at (910) 251- 4633.

### **3.14 Work on Eastern Band of Cherokee Indians Land**

All PCNs submitted for activities in waters of the United States on Eastern Band of Cherokee Indians (EBCI) trust land (i.e., Qualla Boundary and non-contiguous tracts of trust land), must comply with the requirements of the latest MOU between the Wilmington District and the Eastern Band of Cherokee Indians.

#### **4.0 Additional Regional Conditions for Specific Nationwide Permits**

##### **4.1 NWP #3 – Maintenance**

**4.1.1** In designated trout watersheds, a PCN is not required for impacts to a maximum of 75 linear feet (150 linear feet for temporary dewatering) of streams and waterbodies when conducting maintenance activities. Minor deviations in an existing structure's configuration, temporary structures and temporary fills are authorized as part of the maintenance activity. In designated trout watersheds, the permittee shall submit a PCN (see Regional Condition 2.7 and General Condition 32) to the District Engineer prior to commencing the activity if; 1) impacts (other than temporary dewatering to work in dry conditions) to streams or waterbodies exceed 75 linear feet; 2) temporary impacts to streams or waterbodies associated with dewatering to work in dry conditions exceeds 150 linear feet; 3) the project will involve impacts to wetlands; 4) the project involves the replacement of a bridge or spanning structure with a culvert or non-spanning structure in waters of the United States; or 5) the activity will be constructed during the trout waters moratorium (October 15 through April 15).

**4.1.2** The permittee shall submit a PCN (see NWP General Condition 32) to the District Engineer prior to commencing the activity if the activity involves repair, rehabilitation or replacement of impounding structures or parts of impounding structures or fills.

**4.1.3** The permittee shall submit a PCN to the District Engineer prior to commencing the activity if the activity will involve the discharge of dredged or fill material into more than 1/10-acre of wetlands or 150 linear feet of stream channel for the construction of temporary access fills and/or temporary road crossings. The PCN must include a restoration plan that thoroughly describes how all temporary fills will be removed, how pre-project conditions will be restored, and include a timetable for all restoration activities.





NORTH CAROLINA  
Environmental Quality

ROY COOPER  
Governor

MICHAEL S. REGAN  
Secretary

LINDA CULPEPPER  
Interim Director

December 5, 2018  
Davie County  
NCDWR Project No. 20181596  
I-40 Maintenance  
TIP No. I-5823  
WBS Number: 50466.1.1

**APPROVAL of 401 WATER QUALITY CERTIFICATION with ADDITIONAL CONDITIONS**

Ms. Amy Euliss, Division Environmental Officer  
NCDOT Division 9  
375 Silas Creek Parkway  
Winston-Salem, NC 27127

Dear Ms. Euliss:

You have our approval, in accordance with the conditions listed below, for the following impacts related to I-40 maintenance and bridge replacements in Davie County:

**Stream Impacts in the Yadkin River Basin.**

Site	Permanent Fill in Perennial Stream (linear ft)		Temporary Fill in Perennial Stream (linear ft)		Stream Impacts Requiring Mitigation (linear ft)
	Relocation	Bank Stabilization	Causeway	Dewatering	
1	-	10	-	16	-
2	-	22	-	30	-
3	84	-	-	60	-
4	-	8	52	-	-
5	-	8	51	-	-
<b>Totals</b>	<b>84</b>	<b>48</b>	<b>103</b>	<b>106</b>	<b>-</b>

**Total Stream Impact for Project: 341 linear feet.**

The project shall be constructed in accordance with your application dated received November 20, 2018. After reviewing your application, we have decided that the proposed impacts are covered by General Water Quality Certification (GC) Number 4132. This GC corresponds to US Army Corps of Engineers Nationwide Permit 3. In addition, you should acquire any other federal, state or local permits before you proceed with your project including (but not limited to) Sediment and Erosion Control, Non-Discharge and Water Supply Watershed regulations. This



approval will expire with the corresponding 404 permit.

This approval is valid solely for the purpose and design described in your application (unless modified below). Should your project change, you must notify the NCDWR and submit a new application. If the property is sold, the new owner must be given a copy of this Certification and approval letter, and is thereby responsible for complying with all the conditions. If total wetland fills for this project (now or in the future) exceed one acre, or of total impacts to streams (now or in the future) exceed 300 linear feet, compensatory mitigation may be required as described in 15A NCAC 2H .0506 (h) (6) and (7). For this approval to remain valid, you must adhere to the conditions listed in the attached certification(s) and any additional conditions listed below.

## Condition(s) of Certification:

### Project Specific Conditions

1. All work in or adjacent to stream waters shall be conducted in a dry work area. Approved BMP measures from the most current version of NCDOT Construction and Maintenance Activities manual such as sandbags, rock berms, cofferdams and other diversion structures shall be used to prevent excavation in flowing water. [15A NCAC 02H.0506(b)(3) and (c)(3)]
2. For impacts to streams due to site dewatering activities, the site shall be returned to its preconstruction contours where applicable. [15A NCAC 02H.0506(b)(2)]
3. Bridge demolition and construction must be accomplished in strict compliance with the most recent version of NCDOT's Best Management Practices for Construction and Maintenance Activities. [15A NCAC 02H .0507(d)(2) and 15A NCAC 02H .0506(b)(5)]
4. Bridge deck drains shall not discharge directly into the stream. Where practicable, stormwater shall be directed across the bridge and pre-treated through site-appropriate means (grassed swales, pre-formed scour holes, vegetated buffers, etc.) before entering the stream; or, discharged over the floodplain onto rip rap lined pads to avoid erosion of the floodplain. [15A NCAC 02H .0507(d)(2) and 15A NCAC 02H .0506(b)(5).

### General Conditions

1. If concrete is used during construction, a dry work area shall be maintained to prevent direct contact between curing concrete and stream water. Water that inadvertently contacts uncured concrete shall not be discharged to surface waters due to the potential for elevated pH and possible aquatic life and fish kills. [15A NCAC 02B.0200]
2. During the construction of the project, no staging of equipment of any kind is permitted in waters of the U.S., or protected riparian buffers. [15A NCAC 02H.0506(b)(2)]
3. The dimension, pattern and profile of the stream above and below the crossing shall not be modified. Disturbed floodplains and streams shall be restored to natural geomorphic conditions. [15A NCAC 02H.0506(b)(2)]
4. The use of rip-rap above the Normal High Water Mark shall be minimized. Any rip-rap placed for stream stabilization shall be placed in stream channels in such a manner that it does not impede aquatic life passage. [15A NCAC 02H.0506(b)(2)]
- \* 5. The Permittee shall ensure that the final design drawings adhere to the permit and to the permit drawings submitted for approval. [15A NCAC 02H .0507(c) and 15A NCAC 02H .0506 (b)(2) and (c)(2)]



6. Heavy equipment shall be operated from the banks rather than in the stream channel in order to minimize sedimentation and reduce the introduction of other pollutants into the stream. [15A NCAC 02H.0506(b)(3)]
7. All mechanized equipment operated near surface waters must be regularly inspected and maintained to prevent contamination of stream waters from fuels, lubricants, hydraulic fluids, or other toxic materials. [15A NCAC 02H.0506(b)(3)]
8. No rock, sand or other materials shall be dredged from the stream channel except where authorized by this certification. [15A NCAC 02H.0506(b)(3)]
9. Discharging hydroseed mixtures and washing out hydroseeders and other equipment in or adjacent to surface waters is prohibited. [15A NCAC 02H.0506(b)(3)]
10. The permittee and its authorized agents shall conduct its activities in a manner consistent with State water quality standards (including any requirements resulting from compliance with §303(d) of the Clean Water Act) and any other appropriate requirements of State and Federal law. If the NCDWR determines that such standards or laws are not being met (including the failure to sustain a designated or achieved use) or that State or federal law is being violated, or that further conditions are necessary to assure compliance, the NCDWR may reevaluate and modify this certification. [15A NCAC 02B.0200]
11. All fill slopes located in jurisdictional wetlands shall be placed at slopes no flatter than 3:1, unless otherwise authorized by this certification. [15A NCAC 02H.0506(b)(2)]
12. A copy of this Water Quality Certification shall be maintained on the construction site at all times. In addition, the Water Quality Certification and all subsequent modifications, if any, shall be maintained with the Division Engineer and the on-site project manager. [15A NCAC 02H .0507(c) and 15A NCAC 02H .0506 (b)(2) and (c)(2)]
13. The outside buffer, wetland or water boundary located within the construction corridor approved by this authorization shall be clearly marked by highly visible fencing prior to any land disturbing activities. Impacts to areas within the fencing are prohibited unless otherwise authorized by this certification. [15A NCAC 02H.0501 and .0502]
14. The issuance of this certification does not exempt the Permittee from complying with any and all statutes, rules, regulations, or ordinances that may be imposed by other government agencies (i.e. local, state, and federal) having jurisdiction, including but not limited to applicable buffer rules, stormwater management rules, soil erosion and sedimentation control requirements, etc.
15. The Permittee shall report any violations of this certification to the Division of Water Resources within 24 hours of discovery. [15A NCAC 02B.0506(b)(2)]
- ✱ 16. Upon completion of the project (including any impacts at associated borrow or waste sites), the NCDOT Division Engineer (or appointee) shall complete and return the enclosed "Certification of Completion Form" to notify the NCDWR when all work included in the 401 Certification has been completed. [15A NCAC 02H.0502(f)]
17. Native riparian vegetation must be reestablished in the riparian areas within the construction limits of the project by the end of the growing season following completion of construction. [15A NCAC 02H.0506(b)(3) and (c)(3)]
18. There shall be no excavation from, or waste disposal into, jurisdictional wetlands or waters associated with this permit without appropriate modification. Should waste or borrow sites, or access roads to waste or borrow sites, be located in wetlands or streams, compensatory mitigation will be required since that is a direct impact from road construction activities. [15A NCAC 02H.0506(b)(3) and (c)(3)]



19. Erosion and sediment control practices must be in full compliance with all specifications governing the proper design, installation and operation and maintenance of such Best Management Practices in order to protect surface waters standards [15A NCAC 02H.0506(b)(3) and (c)(3)]:
  - a. The erosion and sediment control measures for the project must be designed, installed, operated, and maintained in accordance with the most recent version of the *North Carolina Sediment and Erosion Control Planning and Design Manual*.
  - b. The design, installation, operation, and maintenance of the sediment and erosion control measures must be such that they equal, or exceed, the requirements specified in the most recent version of the *North Carolina Sediment and Erosion Control Manual*. The devices shall be maintained on all construction sites, borrow sites, and waste pile (spoil) projects, including contractor-owned or leased borrow pits associated with the project.
  - c. For borrow pit sites, the erosion and sediment control measures must be designed, installed, operated, and maintained in accordance with the most recent version of the *North Carolina Surface Mining Manual*.
  - d. The reclamation measures and implementation must comply with the reclamation in accordance with the requirements of the Sedimentation Pollution Control Act.
  
20. Where placement of sediment and erosion control devices in wetlands and/or waters is unavoidable, they shall be removed and the natural grade restored upon completion of the project. [15A NCAC 02H.0506(b)(3) and (c)(3)]

If you wish to contest any statement in the attached Certification you must file a petition for an administrative hearing. You may obtain the petition form from the office of Administrative hearings. You must file the petition with the office of Administrative Hearings within sixty (60) days of receipt of this notice. A petition is considered filed when it is received in the office of Administrative Hearings during normal office hours. The Office of Administrative Hearings accepts filings Monday through Friday between the hours of 8:00am and 5:00pm, except for official state holidays. The original and one (1) copy of the petition must be filed with the Office of Administrative Hearings.

The petition may be faxed-providing the original and one copy of the document is received by the Office of Administrative Hearings within five (5) business days following the faxed transmission. The mailing address for the Office of Administrative Hearings is:

Office of Administrative Hearings  
6714 Mail Service Center  
Raleigh, NC 27699-6714  
Telephone: (919) 431-3000, Facsimile: (919) 431-3100

A copy of the petition must also be served on DEQ as follows:

Mr. Bill F. Lane, General Counsel  
Department of Environmental Quality  
1601 Mail Service Center

This letter completes the review of the Division of Water Resources under Section 401 of the Clean Water Act. If you have any questions, please contact Dave Wanucha at (336) 776-9703 or [dave.wanucha@ncdenr.gov](mailto:dave.wanucha@ncdenr.gov).

Sincerely,



Linda Culpepper, Interim Director  
Division of Water Resources



Electronic copy only distribution:

Bryan Roden-Reynolds, US Army Corps of Engineers, Charlotte Field Office  
Marella Buncick, US Fish and Wildlife Service  
Marla Chambers, NC Wildlife Resources Commission  
File Copy



STATE OF NORTH CAROLINA  
DEPARTMENT OF ENVIRONMENTAL QUALITY  
DIVISION OF WATER RESOURCES

**WATER QUALITY GENERAL CERTIFICATION NO. 4132**

**GENERAL CERTIFICATION FOR PROJECTS ELIGIBLE FOR US ARMY CORPS OF ENGINEERS**

- **NATIONWIDE PERMIT 3 (MAINTENANCE),**
- **NATIONWIDE PERMIT 4 (FISH AND WILDLIFE HARVESTING, ENHANCEMENT, AND ATTRACTION DEVICES AND ACTIVITIES),**
- **NATIONWIDE PERMIT 5 (SCIENTIFIC MEASUREMENT DEVICES),**
- **NATIONWIDE PERMIT 6 (SURVEY ACTIVITIES),**
- **NATIONWIDE PERMIT 7 (OUTFALL STRUCTURES AND ASSOCIATED INTAKE STRUCTURES),**
- **NATIONWIDE PERMIT 19 (MINOR DREDGING),**
- **NATIONWIDE PERMIT 20 (RESPONSE OPERATIONS FOR OIL OR HAZARDOUS SUBSTANCES),**
- **NATIONWIDE PERMIT 22 (REMOVAL OF VESSELS),**
- **NATIONWIDE PERMIT 25 (STRUCTURAL DISCHARGES),**
- **NATIONWIDE PERMIT 30 (MOIST SOIL MANAGEMENT FOR WILDLIFE),**
- **NATIONWIDE PERMIT 32 (COMPLETED ENFORCEMENT ACTIONS),**
- **NATIONWIDE PERMIT 36 (BOAT RAMPS),**
- **REGIONAL GENERAL PERMIT 197800056 (PIERS, DOCKS AND BOATHOUSES), AND**
- **REGIONAL GENERAL PERMIT 197800125 (BOAT RAMPS)**

Water Quality Certification Number 4132 is issued in conformity with the requirements of Section 401, Public Laws 92-500 and 95-217 of the United States and subject to the North Carolina Regulations in 15A NCAC 02H .0500 and 15A NCAC 02B .0200 for the discharge of fill material to surface waters and wetland areas as described in 33 CFR 330 Appendix A (B) (3, 4, 5, 6, 7, 19, 20, 22, 25, 30, 32, and 36) of the US Army Corps of Engineers regulations and Regional General Permits 197800056 and 197800125.

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

Effective date: December 1, 2017  
Signed this day: December 1, 2017

By



for Linda Culpepper  
Interim Director

**P-44**  
**GC4132**

**Activities meeting any one (1) of the following thresholds or circumstances require written approval for a 401 Water Quality Certification from the Division of Water Resources (DWR):**

- a) If any of the conditions of this Certification (listed below) cannot be met; or
  - b) Total additional permanent impacts to streams (including stream relocations or restorations) greater than 40 linear feet at an existing stream impact location; or
  - c) Total temporary and permanent impacts to wetlands or open waters equal to or greater than one-tenth (1/10) of an acre; or
  - d) Complete dewatering and drawdowns to a sediment layer related to pond/dam maintenance or removal; or
  - e) Any impacts to streams from excavation or dredging other than excavation that is conducted as preparation for installing permanent fill or structures or projects qualifying for a Nationwide Permit 19; or
  - f) Except for projects qualifying for a Nationwide permit 3, any permanent impacts to waters, or to wetlands adjacent to waters, designated as: ORW (including SAV), HQW (including PNA), SA, WS-I, WS-II, Trout, or North Carolina or National Wild and Scenic River; or
  - g) Any high-density project, as defined in 15A NCAC 02H .1003(2)(a) and by the density thresholds specified in 15A NCAC 02H .1017, which:
    - i. Disturbs one acre or more of land (including a project that disturbs less than one acre of land that is part of a larger common plan of development or sale); and
    - ii. Has permanent wetland, stream or open water impacts; and
    - iii. Is proposing new built-upon area; and
    - iv. Does not have a stormwater management plan reviewed and approved under a state stormwater program<sup>1</sup> or a state-approved local government stormwater program<sup>2</sup>.
- Projects that have vested rights, exemptions, or grandfathering from state or locally-implemented stormwater programs and projects that satisfy state or locally-implemented stormwater programs through use of community in-lieu programs **require written approval**; or
- h) Any permanent impacts to coastal wetlands [15A NCAC 07H .0205], or Unique Wetlands (UWL); or
  - i) Any impact associated with a Notice of Violation or an enforcement action for violation(s) of NC Wetland Rules (15A NCAC 02H .0500), NC Isolated Wetland Rules (15A NCAC 02H .1300), NC Surface Water or Wetland Standards (15A NCAC 02B .0200), or State Regulated Riparian Buffer Rules (15A NCAC 02B .0200); or
  - \* j) Any impacts to subject water bodies and/or state regulated riparian buffers along subject water bodies in the Neuse, Tar-Pamlico, or Catawba River Basins or in the Randleman Lake, Jordan Lake or Goose Creek Watersheds (or any other basin or watershed with State Regulated Riparian Area Protection Rules [Buffer Rules] in effect at the time of application) *unless*:

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<sup>1</sup> e.g. Coastal Counties, HQW, ORW, or state-implemented Phase II NPDES

<sup>2</sup> e.g. Delegated Phase II NPDES, Water Supply Watershed, Nutrient-Sensitive Waters, or Universal Stormwater Management Program

**P-45  
GC4132**

- i. The activities are listed as “EXEMPT” from these rules; or
- ii. A Buffer Authorization Certificate is issued by the NC Division of Coastal Management (DCM); or
- iii. A Buffer Authorization Certificate or a Minor Variance is issued by a delegated or designated local government implementing a state riparian buffer program pursuant to 143-215.23.

**Activities included in this General Certification that do not meet one of the thresholds listed above do not require written approval.**

**I. ACTIVITY SPECIFIC CONDITIONS:**

- \* 1. For all dam removal projects meeting the definition under G.S. 143-215.25 and requirements under G.S. 143-215.27 of a professionally supervised dam removal, the applicant shall provide documentation that any sediment that may be released has similar or lower level of contamination than sediment sampled from downstream of the dam in accordance with Session Law 2017-145.
- \* 2. For the North Carolina Department of Transportation, compliance with the NCDOT’s individual NPDES permit NCS000250 shall serve to satisfy this condition. All other high-density projects that trigger threshold item (g) above shall comply with one of the following requirements: [15A NCAC 02H .0506(b)(5) and (c)(5)]
  - a. Provide a completed Stormwater Management Plan (SMP) for review and approval, including all appropriate stormwater control measure (SCM) supplemental forms and associated items, that complies with the high-density development requirements of 15A NCAC 02H .1003. Stormwater management shall be provided throughout the entire project area in accordance with 15A NCAC 02H .1003. For the purposes of 15A NCAC 02H .1003(2)(a), density thresholds shall be determined in accordance with 15A NCAC 02H .1017.
  - b. Provide documentation (including calculations, photos, etc.) that the project will not cause degradation of downstream surface waters. Documentation shall include a detailed analysis of the hydrological impacts from stormwater runoff when considering the volume and velocity of stormwater runoff from the project built upon area and the size and existing condition of the receiving stream(s).

Exceptions to this condition require application to and written approval from DWR.

**II. GENERAL CONDITIONS:**

- 1. When written authorization is required, the plans and specifications for the project are incorporated into the authorization by reference and are an enforceable part of the Certification. Any modifications to the project require notification to DWR and may require an application submittal to DWR with the appropriate fee. [15A NCAC 02H .0501 and .0502]



**P-46**  
**GC4132**

2. No waste, spoil, solids, or fill of any kind shall occur in wetlands or waters beyond the footprint of the impacts (including temporary impacts) as authorized in the written approval from DWR; or beyond the thresholds established for use of this Certification without written authorization. [15A NCAC 02H .0501 and .0502]

No removal of vegetation or other impacts of any kind shall occur to state regulated riparian buffers beyond the footprint of impacts approved in a Buffer Authorization or Variance or as listed as an exempt activity in the applicable riparian buffer rules. [15A NCAC 02B .0200]

- \* 3. In accordance with 15A NCAC 02H .0506(h) and Session Law 2017-10, compensatory mitigation may be required for losses of greater than 300 linear feet of perennial streams and/or greater than one (1) acre of wetlands. Impacts associated with the removal of a dam shall not require mitigation when the removal complies with the requirements of Part 3 of Article 21 in Chapter 143 of the North Carolina General Statutes. Impacts to isolated and other non-404 jurisdictional wetlands shall not be combined with 404 jurisdictional wetlands for the purpose of determining when impact thresholds trigger a mitigation requirement. For linear publicly owned and maintained transportation projects that are not determined to be part of a larger common plan of development by the US Army Corps of Engineers, compensatory mitigation may be required for losses of greater than 300 linear feet per perennial stream.

Compensatory stream and/or wetland mitigation shall be proposed and completed in compliance with G.S. 143-214.11. For applicants proposing to conduct mitigation within a project site, a complete mitigation proposal developed in accordance with the most recent guidance issued by the US Army Corps of Engineers Wilmington District shall be submitted for review and approval with the application for impacts.

4. All activities shall be in compliance with any applicable State Regulated Riparian Buffer Rules in Chapter 2 of Title 15A.
5. When applicable, all construction activities shall be performed and maintained in full compliance with G.S. Chapter 113A Article 4 (Sediment and Pollution Control Act of 1973). Regardless of applicability of the Sediment and Pollution Control Act, all projects shall incorporate appropriate Best Management Practices for the control of sediment and erosion so that no violations of state water quality standards, statutes, or rules occur. [15A NCAC 02H .0506 (b)(3) and (c)(3) and 15A NCAC 02B .0200]

Design, installation, operation, and maintenance of all sediment and erosion control measures shall be equal to or exceed the requirements specified in the most recent version of the *North Carolina Sediment and Erosion Control Manual*, or for linear transportation projects, the *NCDOT Sediment and Erosion Control Manual*.

All devices shall be maintained on all construction sites, borrow sites, and waste pile (spoil) sites, including contractor-owned or leased borrow pits associated with the project. Sufficient materials required for stabilization and/or repair of erosion control measures and stormwater routing and treatment shall be on site at all times.

**P-47**  
**GC4132**

For borrow pit sites, the erosion and sediment control measures shall be designed, installed, operated, and maintained in accordance with the most recent version of the *North Carolina Surface Mining Manual*. Reclamation measures and implementation shall comply with the reclamation in accordance with the requirements of the Sedimentation Pollution Control Act and the Mining Act of 1971.

If the project occurs in waters or watersheds classified as Primary Nursery Areas (PNAs), SA, WS-I, WS-II, High Quality Waters (HQW), or Outstanding Resource Waters (ORW), then the sedimentation and erosion control designs shall comply with the requirements set forth in 15A NCAC 04B .0124, *Design Standards in Sensitive Watersheds*.

6. Sediment and erosion control measures shall not be placed in wetlands or waters except within the footprint of temporary or permanent impacts authorized under this Certification. Exceptions to this condition require application to and written approval from DWR. [15A NCAC 02H .0501 and .0502]
7. Erosion control matting that incorporates plastic mesh and/or plastic twine shall not be used along streambanks or within wetlands. Exceptions to this condition require application to and written approval from DWR. [15A NCAC 02B .0201]
8. An NPDES Construction Stormwater Permit (NCG010000) is required for construction projects that disturb one (1) or more acres of land. The NCG010000 Permit allows stormwater to be discharged during land disturbing construction activities as stipulated in the conditions of the permit. If the project is covered by this permit, full compliance with permit conditions including the erosion & sedimentation control plan, inspections and maintenance, self-monitoring, record keeping and reporting requirements is required. [15A NCAC 02H .0506(b)(5) and (c)(5)]

The North Carolina Department of Transportation (NCDOT) shall be required to be in full compliance with the conditions related to construction activities within the most recent version of their individual NPDES (NCS000250) stormwater permit. [15A NCAC 02H .0506(b)(5) and (c)(5)]

9. All work in or adjacent to streams shall be conducted so that the flowing stream does not come in contact with the disturbed area. Approved best management practices from the most current version of the *NC Sediment and Erosion Control Manual*, or the *NC DOT Construction and Maintenance Activities Manual*, such as sandbags, rock berms, cofferdams, and other diversion structures shall be used to minimize excavation in flowing water. Exceptions to this condition require application to and written approval from DWR. [15A NCAC 02H .0506(b)(3) and (c)(3)]
10. If activities must occur during periods of high biological activity (e.g. sea turtle nesting, fish spawning, or bird nesting), then biological monitoring may be required at the request of other state or federal agencies and coordinated with these activities. [15A NCAC 02H .0506 (b)(2) and 15A NCAC 04B .0125]

**P-48**  
**GC4132**

All moratoriums on construction activities established by the NC Wildlife Resources Commission (WRC), US Fish and Wildlife Service (USFWS), NC Division of Marine Fisheries (DMF), or National Marine Fisheries Service (NMFS) shall be implemented. Exceptions to this condition require written approval by the resource agency responsible for the given moratorium. A copy of the approval from the resource agency shall be forwarded to DWR.

Work within a designated trout watershed of North Carolina (as identified by the Wilmington District of the US Army Corps of Engineers), or identified state or federal endangered or threatened species habitat, shall be coordinated with the appropriate WRC, USFWS, NMFS, and/or DMF personnel.

11. Culverts shall be designed and installed in such a manner that the original stream profiles are not altered and allow for aquatic life movement during low flows. The dimension, pattern, and profile of the stream above and below a pipe or culvert shall not be modified by widening the stream channel or by reducing the depth of the stream in connection with the construction activity. The width, height, and gradient of a proposed culvert shall be such as to pass the average historical low flow and spring flow without adversely altering flow velocity. [15A NCAC 02H .0506(b)(2) and (c)(2)]

Placement of culverts and other structures in streams shall be below the elevation of the streambed by one foot for all culverts with a diameter greater than 48 inches, and 20% of the culvert diameter for culverts having a diameter less than or equal to 48 inches, to allow low flow passage of water and aquatic life.

If multiple pipes or barrels are required, they shall be designed to mimic the existing stream cross section as closely as possible, including pipes or barrels at flood plain elevation and/or sills where appropriate. Widening the stream channel shall be avoided.

When topographic constraints indicate culvert slopes of greater than 5%, culvert burial is not required, provided that all alternative options for flattening the slope have been investigated and aquatic life movement/connectivity has been provided when possible (e.g. rock ladders, cross vanes, etc.). Notification, including supporting documentation to include a location map of the culvert, culvert profile drawings, and slope calculations, shall be provided to DWR 60 calendar days prior to the installation of the culvert.

When bedrock is present in culvert locations, culvert burial is not required provided that there is sufficient documentation of the presence of bedrock. Notification, including supporting documentation such as a location map of the culvert, geotechnical reports, photographs, etc. shall be provided to DWR a minimum of 60 calendar days prior to the installation of the culvert. If bedrock is discovered during construction, then DWR shall be notified by phone or email within 24 hours of discovery.

If other site-specific topographic constraints preclude the ability to bury the culverts as described above and/or it can be demonstrated that burying the culvert would result in destabilization of the channel, then exceptions to this condition require application to and written approval from DWR.

**P-49**  
**GC4132**

Installation of culverts in wetlands shall ensure continuity of water movement and be designed to adequately accommodate high water or flood conditions. When roadways, causeways, or other fill projects are constructed across FEMA-designated floodways or wetlands, openings such as culverts or bridges shall be provided to maintain the natural hydrology of the system as well as prevent constriction of the floodway that may result in destabilization of streams or wetlands.

The establishment of native woody vegetation and other soft stream bank stabilization techniques shall be used where practicable instead of rip-rap or other bank hardening methods.

12. Bridge deck drains shall not discharge directly into the stream. Stormwater shall be directed across the bridge and pre-treated through site-appropriate means to the maximum extent practicable (e.g. grassed swales, pre-formed scour holes, vegetated buffers, etc.) before entering the stream. Exceptions to this condition require application to and written approval from DWR. [15A NCAC 02H .0506(b)(5)]
13. Application of fertilizer to establish planted/seeded vegetation within disturbed riparian areas and/or wetlands shall be conducted at agronomic rates and shall comply with all other Federal, State and Local regulations. Fertilizer application shall be accomplished in a manner that minimizes the risk of contact between the fertilizer and surface waters. [15A NCAC 02B .0200 and 15A NCAC 02B .0231]
14. If concrete is used during construction, then all necessary measures shall be taken to prevent direct contact between uncured or curing concrete and waters of the state. Water that inadvertently contacts uncured concrete shall not be discharged to waters of the state. [15A NCAC 02B .0200]
15. All proposed and approved temporary fill and culverts shall be removed and the impacted area shall be returned to natural conditions within 60 calendar days after the temporary impact is no longer necessary. The impacted areas shall be restored to original grade, including each stream's original cross sectional dimensions, planform pattern, and longitudinal bed profile. For projects that receive written approval, no temporary impacts are allowed beyond those included in the application and authorization. All temporarily impacted sites shall be restored and stabilized with native vegetation. [15A NCAC 02H .0506(b)(2) and (c)(2)]
16. All proposed and approved temporary pipes/culverts/rip-rap pads etc. in streams shall be installed as outlined in the most recent edition of the *North Carolina Sediment and Erosion Control Planning and Design Manual* or the *North Carolina Surface Mining Manual* or the *North Carolina Department of Transportation Best Management Practices for Construction and Maintenance Activities* so as not to restrict stream flow or cause dis-equilibrium during use of this Certification. [15A NCAC 02H .0506(b)(2) and (c)(2)]

**P-50**  
**GC4132**

17. Any rip-rap required for proper culvert placement, stream stabilization, or restoration of temporarily disturbed areas shall be restricted to the area directly impacted by the approved construction activity. All rip-rap shall be placed such that the original stream elevation and streambank contours are restored and maintained. Placement of rip-rap or other approved materials shall not result in de-stabilization of the stream bed or banks upstream or downstream of the area or in a manner that precludes aquatic life passage. [15A NCAC 02H .0506(b)(2)]
18. Any rip-rap used for stream or shoreline stabilization shall be of a size and density to prevent movement by wave, current action, or stream flows and shall consist of clean rock or masonry material free of debris or toxic pollutants. Rip-rap shall not be installed in the streambed except in specific areas required for velocity control and to ensure structural integrity of bank stabilization measures. [15A NCAC 02H .0506(b)(2)]
19. Applications for rip-rap groins proposed in accordance with 15A NCAC 07H .1401 (NC Division of Coastal Management General Permit for construction of Wooden and Rip-rap Groins in Estuarine and Public Trust Waters) shall meet all the specific conditions for design and construction specified in 15A NCAC 07H .1405.
20. All mechanized equipment operated near surface waters should be inspected and maintained regularly to prevent contamination of surface waters from fuels, lubricants, hydraulic fluids, or other toxic materials. Construction shall be staged in order to minimize the exposure of equipment to surface waters to the maximum extent practicable. Fueling, lubrication and general equipment maintenance shall be performed in a manner to prevent, to the maximum extent practicable, contamination of surface waters by fuels and oils. [15A NCAC 02H .0506 (b)(3) and (c)(3) and 15A NCAC 02B .0211 (12)]
21. Heavy equipment working in wetlands shall be placed on mats or other measures shall be taken to minimize soil disturbance. [15A NCAC 02H .0506 (b)(3) and (c)(3)]
22. In accordance with 143-215.85(b), the applicant shall report any petroleum spill of 25 gallons or more; any spill regardless of amount that causes a sheen on surface waters; any petroleum spill regardless of amount occurring within 100 feet of surface waters; and any petroleum spill less than 25 gallons that cannot be cleaned up within 24 hours.
- \* 23. If an environmental document is required under the State Environmental Policy Act (SEPA), then this General Certification is not valid until a Finding of No Significant Impact (FONSI) or Record of Decision (ROD) is issued by the State Clearinghouse. If an environmental document is required under the National Environmental Policy Act (NEPA), then this General Certification is not valid until a Categorical Exclusion, the Final Environmental Assessment, or Final Environmental Impact Statement is published by the lead agency. [15A NCAC 01C .0107(a)]
24. This General Certification does not relieve the applicant of the responsibility to obtain all other required Federal, State, or Local approvals before proceeding with the project, including those required by, but not limited to, Sediment and Erosion Control, Non-Discharge, Water Supply Watershed, and Trout Buffer regulations.

25. The applicant and their authorized agents shall conduct all activities in a manner consistent with State water quality standards (including any requirements resulting from compliance with §303(d) of the Clean Water Act), and any other appropriate requirements of State and Federal Law. If DWR determines that such standards or laws are not being met, including failure to sustain a designated or achieved use, or that State or Federal law is being violated, or that further conditions are necessary to assure compliance, then DWR may revoke or modify a written authorization associated with this General Water Quality Certification. [15A NCAC 02H .0507(d)]
26. The permittee shall require its contractors and/or agents to comply with the terms and conditions of this permit in the construction and maintenance of this project, and shall provide each of its contractors and/or agents associated with the construction or maintenance of this project with a copy of this Certification. A copy of this Certification, including all conditions shall be available at the project site during the construction and maintenance of this project. [15A NCAC 02H .0507 (c) and 15A NCAC 02H .0506 (b)(2) and (c)(2)]
- \* 27. When written authorization is required for use of this Certification, upon completion of all permitted impacts included within the approval and any subsequent modifications, the applicant shall be required to return a certificate of completion (available on the DWR website <https://edocs.deq.nc.gov/Forms/Certificate-of-Completion>). [15A NCAC 02H .0502(f)]
28. Additional site-specific conditions, including monitoring and/or modeling requirements, may be added to the written approval letter for projects proposed under this Water Quality Certification in order to ensure compliance with all applicable water quality and effluent standards. [15A NCAC 02H .0507(c)]
29. If the property or project is sold or transferred, the new permittee shall be given a copy of this Certification (and written authorization if applicable) and is responsible for complying with all conditions. [15A NCAC 02H .0501 and .0502]

### III. GENERAL CERTIFICATION ADMINISTRATION:

- \* 1. In accordance with North Carolina General Statute 143-215.3D(e), written approval for a 401 Water Quality General Certification must include the appropriate fee. An applicant for a CAMA permit under Article 7 of Chapter 113A of the General Statutes for which a Water Quality Certification is required shall only make one payment to satisfy both agencies; the fee shall be as established by the Secretary in accordance with 143-215.3D(e)(7).
2. This Certification neither grants nor affirms any property right, license, or privilege in any waters, or any right of use in any waters. This Certification does not authorize any person to interfere with the riparian rights, littoral rights, or water use rights of any other person and this Certification does not create any prescriptive right or any right of priority regarding any usage of water. This Certification shall not be interposed as a defense in any action respecting the determination of riparian or littoral rights or other rights to water use. No consumptive user is deemed by virtue of this Certification to possess any prescriptive or

**P-52**  
**GC4132**

other right of priority with respect to any other consumptive user regardless of the quantity of the withdrawal or the date on which the withdrawal was initiated or expanded.

3. This Certification grants permission to the Director, an authorized representative of the Director, or DWR staff, upon the presentation of proper credentials, to enter the property during normal business hours. [15A NCAC 02H .0502(e)]
4. This General Certification shall expire on the same day as the expiration date of the corresponding Nationwide Permit and/or Regional General Permit. The conditions in effect on the date of issuance of Certification for a specific project shall remain in effect for the life of the project, regardless of the expiration date of this Certification. This General Certification is rescinded when the US Army Corps of Engineers reauthorizes any of the corresponding Nationwide Permits and/or Regional General Permits or when deemed appropriate by the Director of the Division of Water Resources.
5. Non-compliance with or violation of the conditions herein set forth by a specific project may result in revocation of this General Certification for the project and may also result in criminal and/or civil penalties.
- \* 6. The Director of the North Carolina Division of Water Resources may require submission of a formal application for Individual Certification for any project in this category of activity if it is deemed in the public's best interest or determined that the project is likely to have a significant adverse effect upon water quality, including state or federally listed endangered or threatened aquatic species, or degrade the waters so that existing uses of the waters or downstream waters are precluded.

*History Note: Water Quality Certification (WQC) Number 4132 issued December 1, 2017 replaces WCQ 4085 issued March 3, 2017; WQC 3883 issued March 19, 2012; WQC Number 3687 issued November 1, 2007; WQC Number 3624 issued March 19, 2007; WQC Number 3494 issued December 31, 2004; and WQC Number 3376 issued March 18, 2002.*

STATE	PROJECT NUMBER	SHEET NO.	TOTAL SHEETS
NC	I-5823	1	1
PROJECT AREA	PLAN NUMBER	DESCRIPTION	
50466.11	NHPP-004(033)	PE	
50466.31	NHPP-004(033)	CONST	

PERMIT DRAWING  
SHEET 1 OF 12

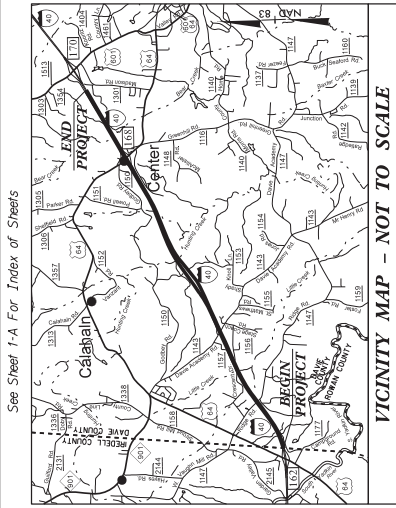
STATE OF NORTH CAROLINA  
DIVISION OF HIGHWAYS

DAVIE COUNTY

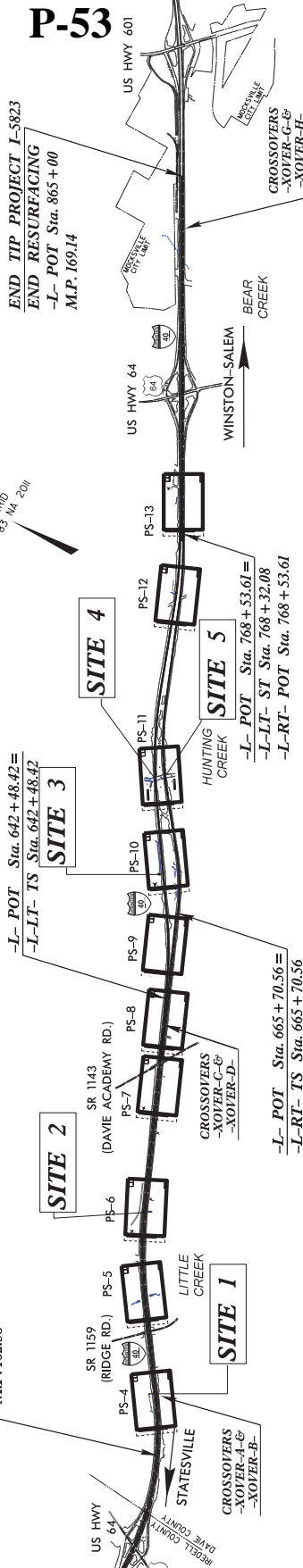
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TYPE OF WORK: PAVEMENT REHABILITATION, GUARDRAIL REPLACEMENT, GRADING, AND BRIDGE PRESERVATION

WETLAND AND SURFACE WATER IMPACTS PERMIT



BEGIN TIP PROJECT I-5823  
BEGIN RESURFACING  
-L- POC Sta. 519 + 00  
M.P. 162.58



P-53

END TIP PROJECT I-5823  
END RESURFACING  
-L- POT Sta. 865 + 00  
M.P. 169.14

NOTE: STATIONING REFLECTS EXISTING, STAMPED STATIONS  
INSTALLED UNDER PROJECTS 8.1732403, 8.1732404 AND 8.1641406.

GRAPHIC SCALES

N/A

DESIGN DATA

ADT 2013 = 37,000  
ADT 2030 = 78,600  
DHW = 10 %  
D = 60 %  
T = 24 %  
V = 75 MPH  
\* TTST = 13 DUAL 4  
FUNC CLASS =  
INTERSTATE  
STATEWIDE TIER  
(REFERENCE PROJECT I-3600)

PROJECT LENGTH

LENGTH ROADWAY TIP PROJECT I-5823 = 6.511 MILES  
LENGTH STRUCTURE TIP PROJECT I-5823 = 0.042 MILES  
TOTAL LENGTH TIP PROJECT I-5823 = 6.553 MILES

Prepared in the Office of:  
DIVISION OF HIGHWAYS

1800 Birch Ridge Dr., Raleigh, NC, 27619

2012 STANDARD SPECIFICATIONS

N/A

J. BRETT ABERNATHY, PE, PLS  
PROJECT ENGINEER

LETTING DATE: **January 15, 2019**  
WILLIAM A. BLANTON, PE, PLS  
PROJECT DESIGN ENGINEER

HYDRAULICS ENGINEER

ROADWAY DESIGN ENGINEER

SIGNATURE



DOCUMENT NOT CONSIDERED FINAL  
UNLESS ALL SIGNATURES COMPLETED

TIP PROJECT: I-5823

CONTRACT: XXX



PERMIT DRAWING  
SHEET 2 OF 12

PROJECT REFERENCE NO.	1-5923
SHEET NO.	4
ROW DESIGN ENGINEER	ROBERTS ENGINEERS
TRAFFIC ENGINEER	ROBERTS ENGINEERS

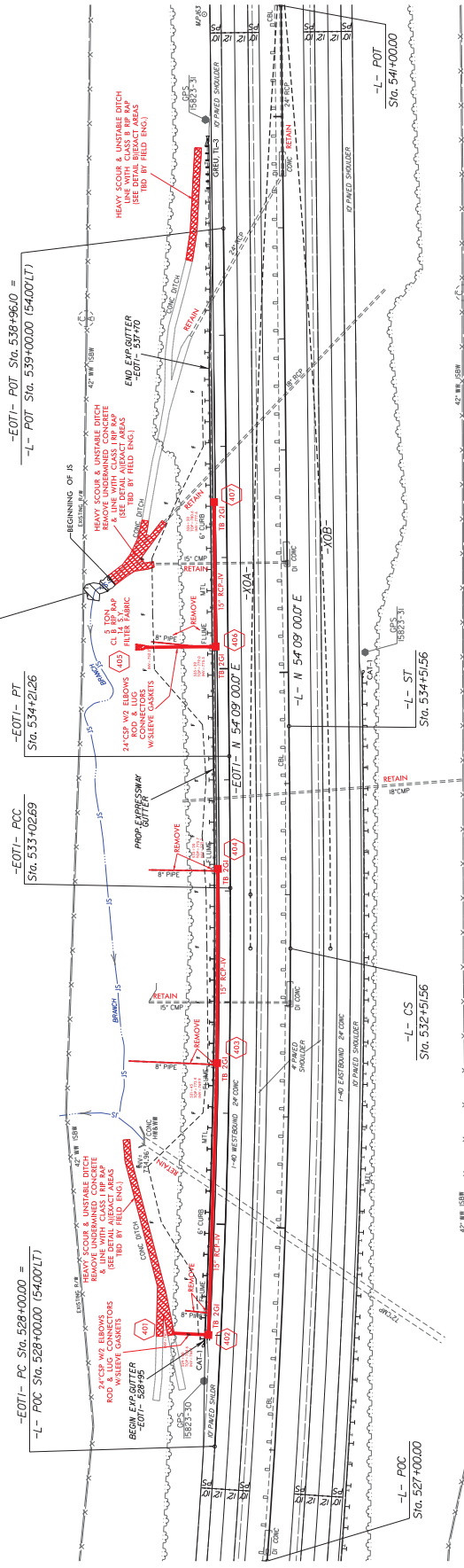
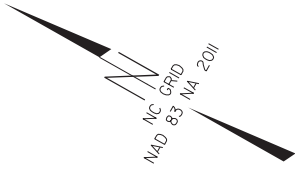


P-54

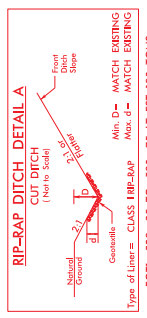
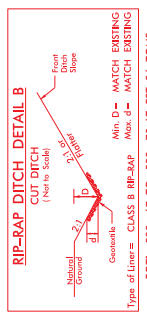
SITE 1

530

535



FOR CROSSOVER  
ALIGNMENTS AND  
DETAILS SEE SHEET 2B-1



NOTE:  
SEE SHEET X-170 X-8  
FOR CROSS SECTIONS

<b>-EOTI-</b>	
PI Sta. 511+08.38	PI Sta. 533+61.97
$\Delta = 33^{\circ}06'00.00''$ (LT)	$\Delta = 0^{\circ}20'22.8''$ (LT)
$D = 0'45'00.00''$	$D = 0'17'11.3''$
$L = 443.33'$	$L = 116.57'$
$LS = 133.33'$	$LS = 7.566544'$
$ST = 66.67'$	$ST = 2000000'$
$R = 7.63944'$	$R = 2000000'$

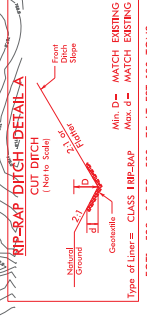
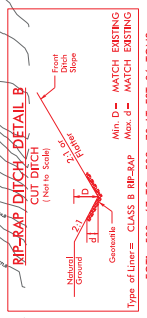
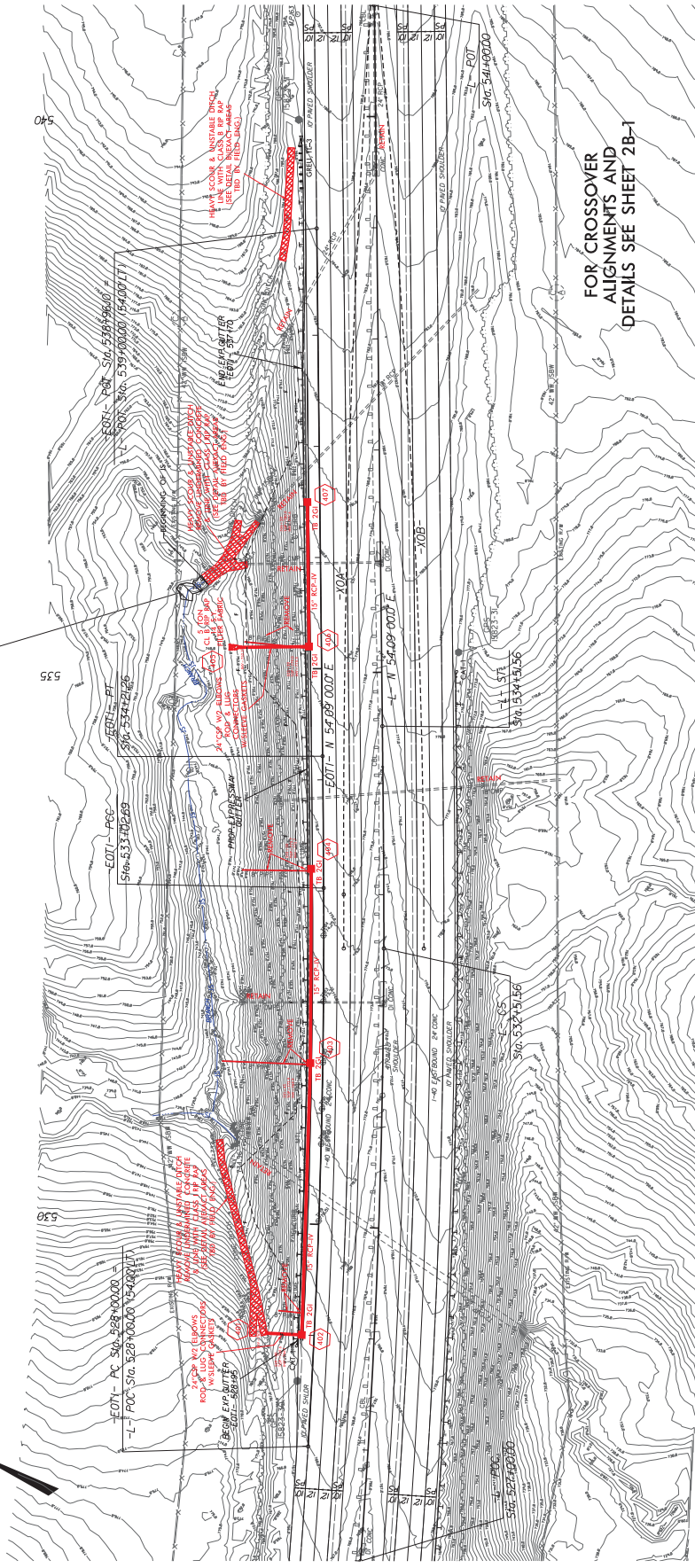
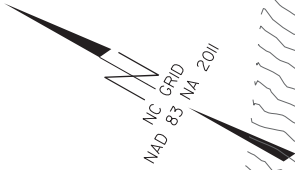
**PERMIT DRAWING  
SHEET 3 OF 12**

PROJECT REFERENCE NO. /-5923  
 SHEET NO. 4  
 R/W SHEET NO.  
 CIVIL ENGINEER  
 MECHANICAL ENGINEER



**P-55**

**SITE 1**



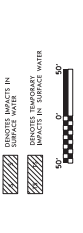
**FOR CROSSOVER  
ALIGNMENTS AND  
DETAILS SEE SHEET 2B-1**

**NOTE:  
SEE SHEET X-170 X-8  
FOR CROSS SECTIONS**

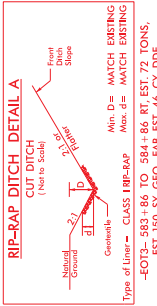
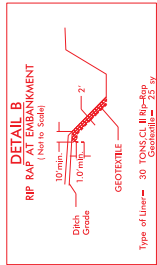
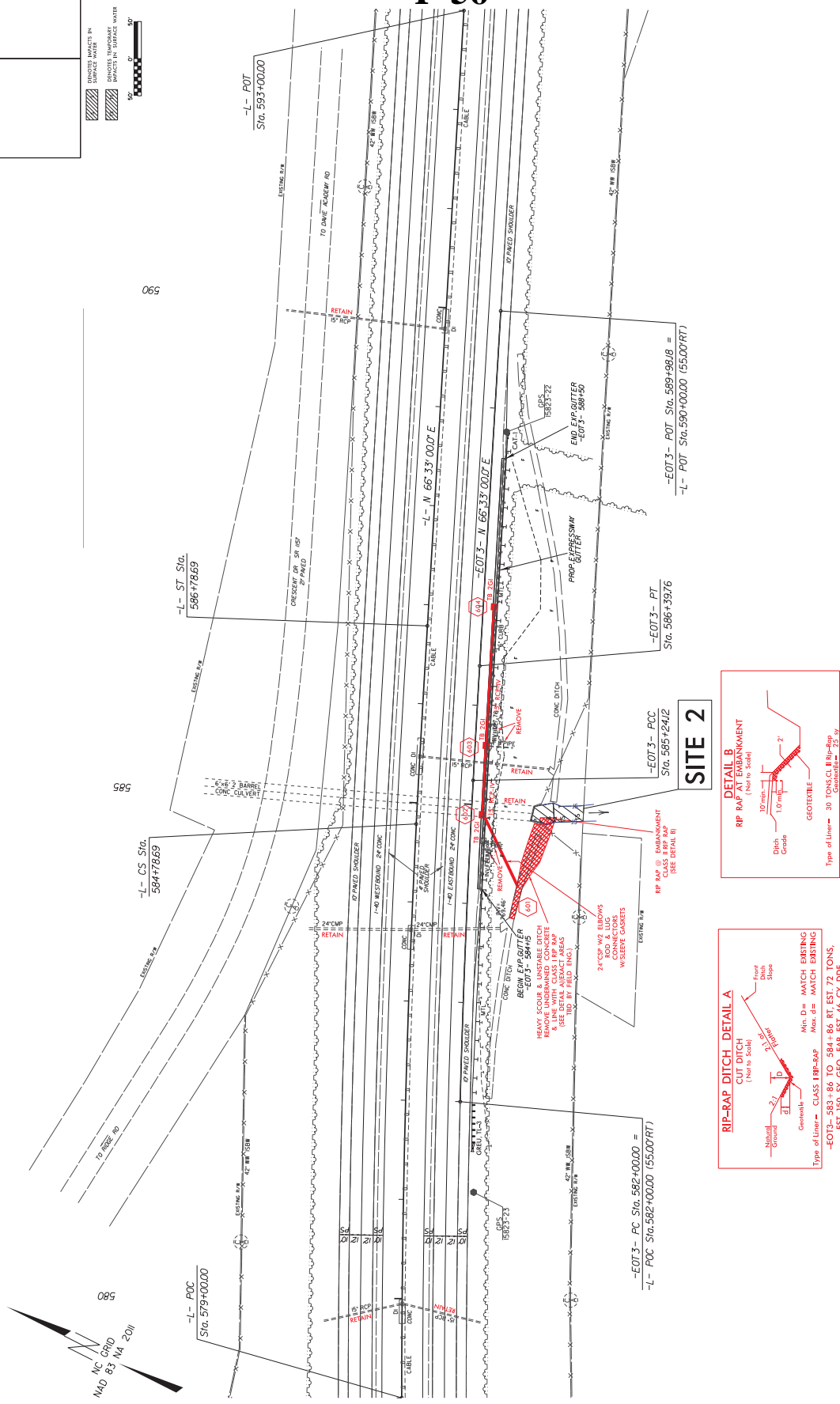
-L-		-EOT1-	
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$D = 0^{\circ}45'00.00''$	$D = 200.00'$	$D = 0^{\circ}45'19.2''$	$D = 0^{\circ}17'11.3''$
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$ST = 7639.44'$			

**PERMIT DRAWING  
SHEET 4 OF 12**

PROJECT REFERENCE NO.	1-5823
SHEET NO.	6
ROW DESIGN ENGINEER	ROADWAY DESIGN ENGINEER
UTILITY DESIGN ENGINEER	UTILITY DESIGN ENGINEER



**P-56**



**-L-**

PI Sta = 573+42.47	PI Sta = 585+48.94
$\Delta = 11.24' 00.00''$ (RT)	$\Delta = 1.37' 42.4''$ (RT)
$D = 0.30' 00.00''$	$D = 0.15' 54.7''$ (RT)
$L = 2.69' 00.00''$	$L = 0.13' 45.7''$
$ST = 66.67'$	$L = 15.64'$
$R = 11,459.16'$	$R = 253,000.00'$

NOTE:  
SEE SHEET X-19 TO X-22  
FOR CROSS SECTIONS

PROJECT REFERENCE NO. /-5823  
 SHEET NO. 6  
 R/W SHEET NO.  
 CIVIL DESIGN ENGINEER  
 CIVIL ENGINEER

PERMIT DRAWING  
 SHEET 5 OF 12

# P-57

UNSATURATED WATERS IN  
 UNSATURATED ZONE  
 IMPACTS BY SURFACE WATER

UNSATURATED WATERS IN  
 UNSATURATED ZONE  
 IMPACTS BY SURFACE WATER

UNSATURATED WATERS IN  
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 IMPACTS BY SURFACE WATER

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 IMPACTS BY SURFACE WATER

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 IMPACTS BY SURFACE WATER

UNSATURATED WATERS IN  
 UNSATURATED ZONE  
 IMPACTS BY SURFACE WATER

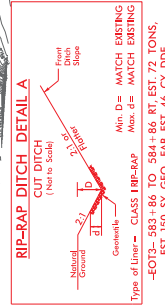
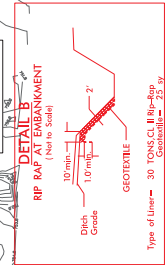
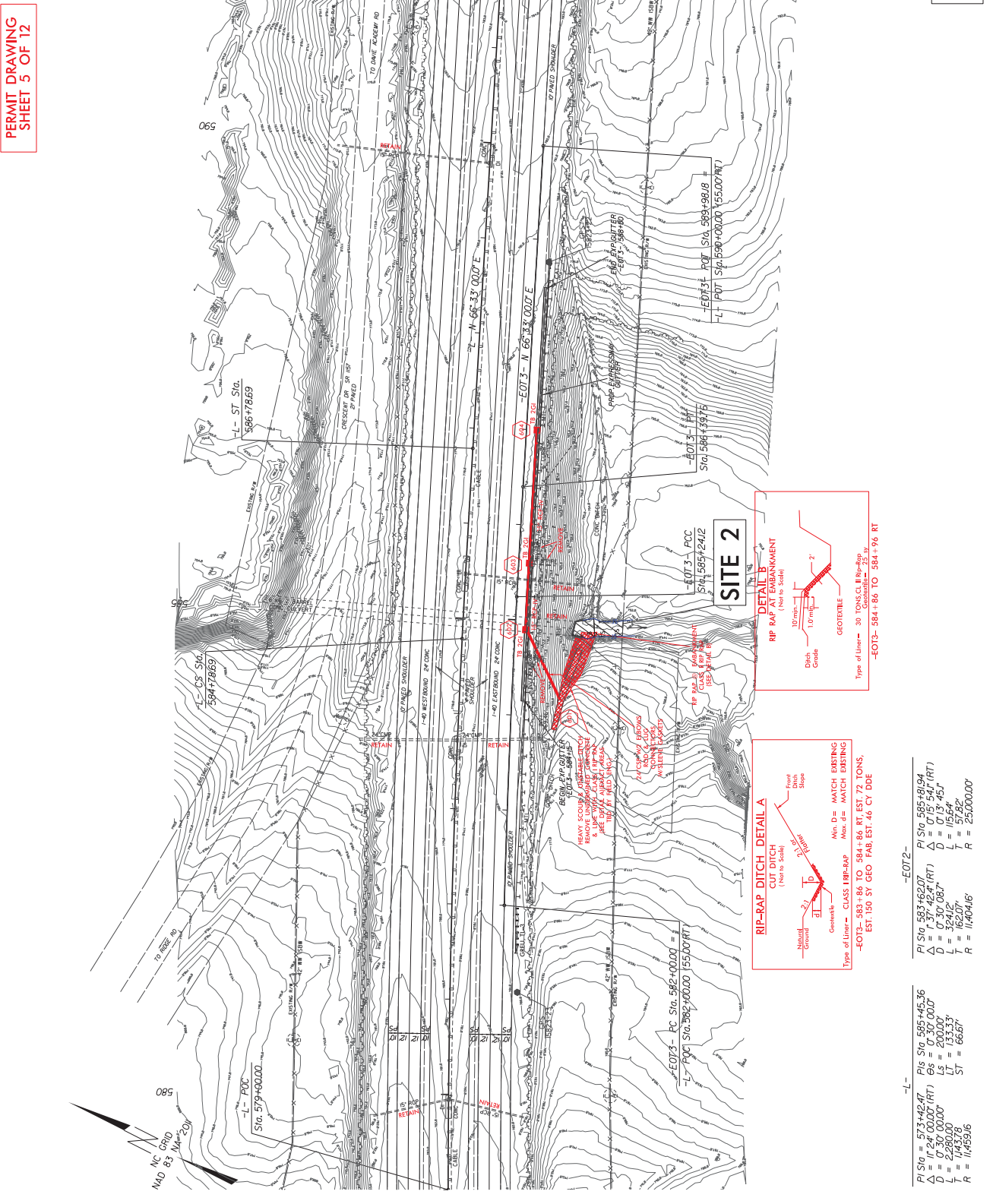
UNSATURATED WATERS IN  
 UNSATURATED ZONE  
 IMPACTS BY SURFACE WATER

UNSATURATED WATERS IN  
 UNSATURATED ZONE  
 IMPACTS BY SURFACE WATER

UNSATURATED WATERS IN  
 UNSATURATED ZONE  
 IMPACTS BY SURFACE WATER

UNSATURATED WATERS IN  
 UNSATURATED ZONE  
 IMPACTS BY SURFACE WATER

NOTE:  
 SEE SHEET X-19 TO X-22  
 FOR CROSS SECTIONS



-EOT2-

PI Sta. 583+62.07	PI Sta. 585+81.94
$\Delta = 1' 37' 42.4''$ (RT)	$\Delta = 0' 15' 54.7''$ (RT)
D = 0' 30' 08.7"	D = 0' 13' 45.7"
L = 324.07'	L = 155.64'
R = 162.03'	R = 77.82'
R = 11,404.16'	R = 25,000.00'

-L-

PI Sta. 573+42.47	PI Sta. 585+45.36
$\Delta = 11' 24' 00.00''$ (RT)	$\Delta = 0' 30' 00.00''$
D = 0' 30' 00.00"	D = 200.00'
L = 2,649.50'	L = 53.53'
R = 1,324.75'	R = 26.77'
R = 11,459.16'	R = 25,000.00'

EST. 150 SY GEO FAB. EST. 46 CY DDE

EST. 30 TONS CL II Rip-Rap  
 Control - 25 sy

EST. 150 SY GEO FAB. EST. 46 CY DDE

EST. 30 TONS CL II Rip-Rap  
 Control - 25 sy

EST. 150 SY GEO FAB. EST. 46 CY DDE

EST. 30 TONS CL II Rip-Rap  
 Control - 25 sy

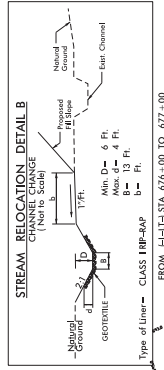
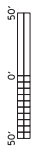
8/17/93

10/20/93

10/20/93

10/20/93

**PERMIT DRAWING  
 SHEET 6 OF 12**

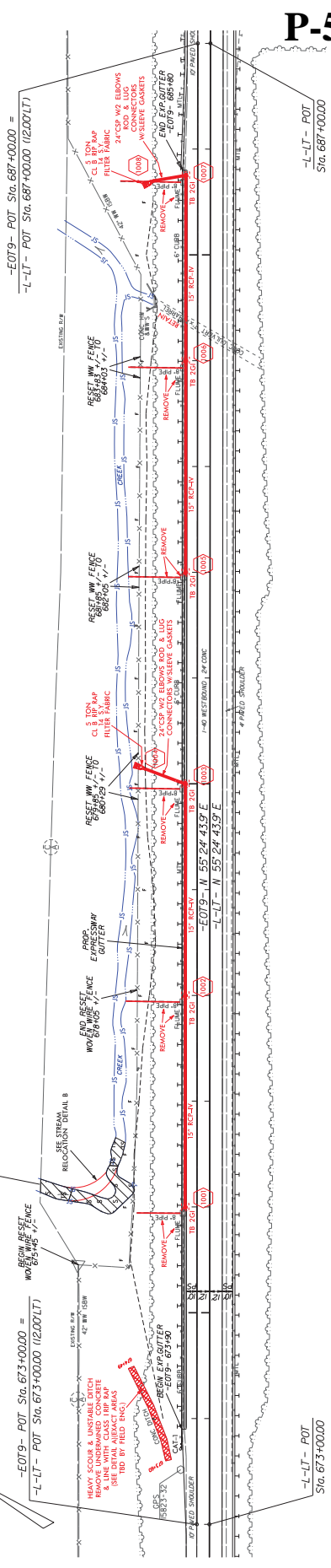
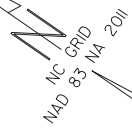


**SITE 3**  
 FROM ECH STA. 674+00 TO 677+00  
 Type of Limit - CLASS I RIP-RAP

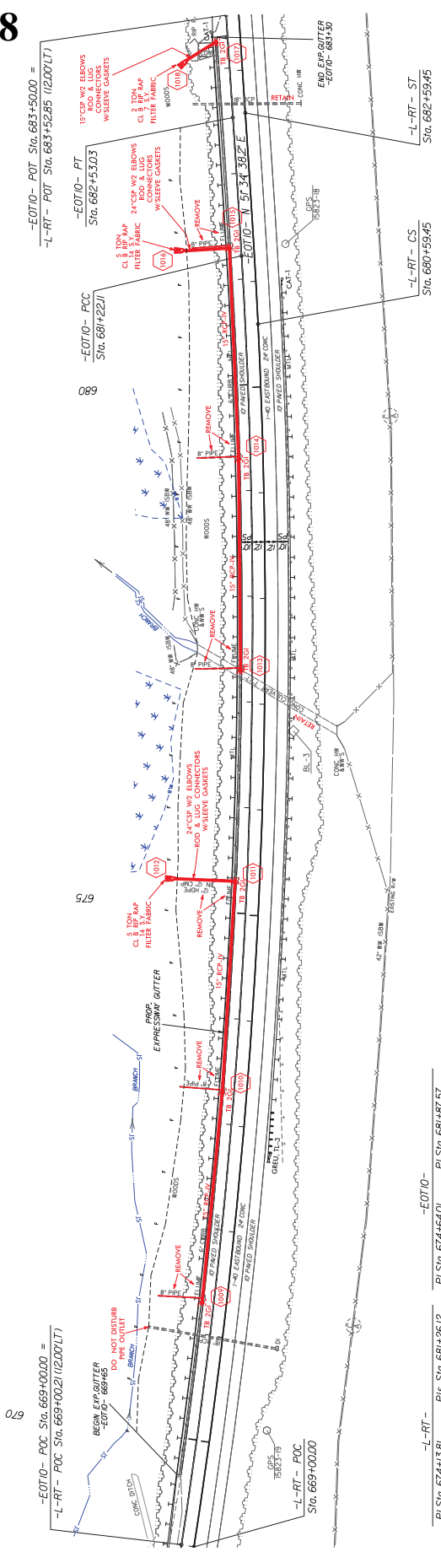
589

089

675



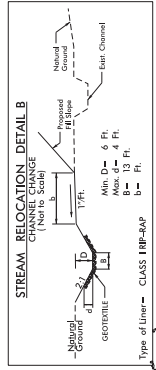
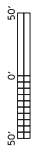
**P-58**



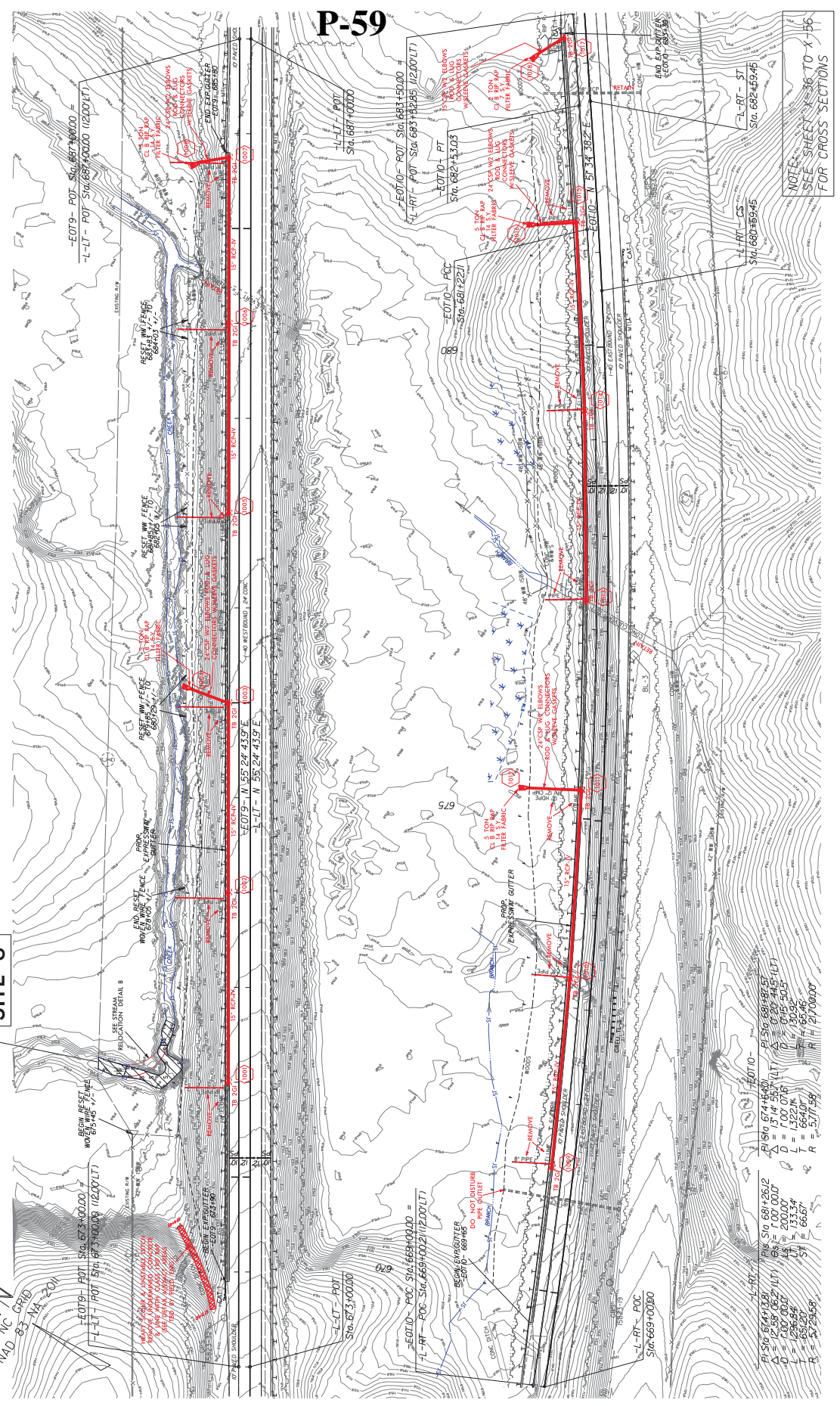
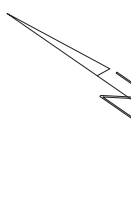
NOTE:  
 SEE SHEET X-36 TO X-56  
 FOR CROSS SECTIONS

-L-RT- Sta. 669+00.00	-L-RT- Sta. 673+00.00	-EOT10- Sta. 669+00.00	-EOT10- Sta. 673+00.00
Pi Sta. 674.132	Pi Sta. 674.132	Pi Sta. 674.132	Pi Sta. 674.132
A = 5.48	A = 5.48	A = 5.48	A = 5.48
D = 1.00	D = 1.00	D = 1.00	D = 1.00
L = 1.29684	L = 1.29684	L = 1.29684	L = 1.29684
r = 65.120	r = 65.120	r = 65.120	r = 65.120
R = 37.2938	R = 37.2938	R = 37.2938	R = 37.2938

**PERMIT DRAWING  
 SHEET 7 OF 12**



**SITE 3**  
 FROM ECHL STA. 674+00 TO 677+00



Curve Data Table:

Station	674+00	674+50	675+00	675+50	676+00	676+50	677+00
PI	674+13.22	674+55.00	675+00.00	675+41.67	675+83.34	676+25.00	676+66.67
PC	674+00.00	674+41.67	674+83.34	675+25.00	675+66.67	676+08.34	676+50.00
PT	674+26.44	674+68.33	675+10.00	675+51.67	675+93.34	676+35.00	676+76.67
L	26.44	41.67	41.67	41.67	41.67	41.67	41.67
e	0.00	0.00	0.00	0.00	0.00	0.00	0.00
R	665.20	665.20	665.20	665.20	665.20	665.20	665.20
Δ	0.00	0.00	0.00	0.00	0.00	0.00	0.00
Δ	0.00	0.00	0.00	0.00	0.00	0.00	0.00
Δ	0.00	0.00	0.00	0.00	0.00	0.00	0.00
Δ	0.00	0.00	0.00	0.00	0.00	0.00	0.00
Δ	0.00	0.00	0.00	0.00	0.00	0.00	0.00
Δ	0.00	0.00	0.00	0.00	0.00	0.00	0.00
Δ	0.00	0.00	0.00	0.00	0.00	0.00	0.00

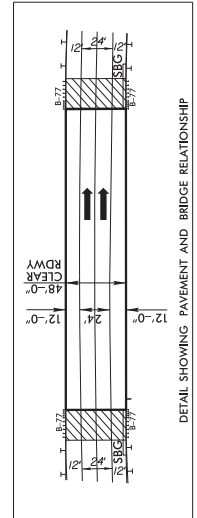
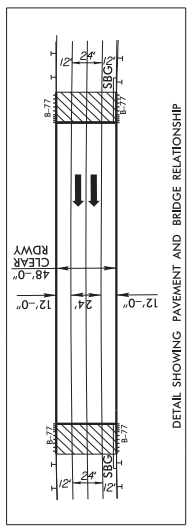
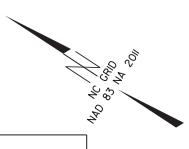
NOTE:  
 SEE SHEET 86 TO X-156  
 FOR CROSS SECTIONS

**P-59**

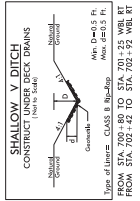
PROJECT REFERENCE NO.	1-5823
SHEET NO.	11
DESIGNED BY	ROBERT J. BRANNEN ENGINEER
CHECKED BY	ROBERT J. BRANNEN ENGINEER

PERMIT DRAWING  
SHEET 8 OF 12

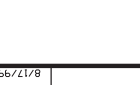
DENOTES IMPACTS IN SURFACE WATER  
DENOTES TEMPORARY IMPACTS IN SURFACE WATER



**L-LT**  
 Pts Sta 696+97.22 PI Sta 711+087.9 Pts Sta 725+081.1  
 Gs = 0' 30' 0.00" Δ = 13' 28' 16" (RT) Gs = 0' 30' 0.00"  
 Ls = 200.00' D = 98' 37' 6.00" RT = 63.333°  
 T = 1.34430' LT = 133.33'  
 R = 11459.6' ST = 66.67'



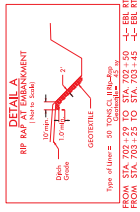
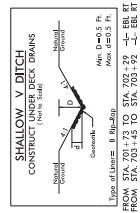
NOTE  
SEE SHEET 14 FOR -L-LT- PROFILE  
SEE SHEETS S-X THRU S-XX FOR STRUCTURE PLANS



NOTE  
SEE SHEET 14 FOR -L-LT- PROFILE  
SEE SHEETS S-X THRU S-XX FOR STRUCTURE PLANS

NOTE:  
SEE SHEET 14 FOR -L-RT- PROFILE  
SEE SHEETS S-X THRU S-XX FOR STRUCTURE PLANS

**L-RT**  
 Pts Sta 709+00.39 PI Sta 709+00.39 Pts Sta 709+00.39  
 Gs = 0' 30' 0.00" Δ = 0' 45' 0.00" RT = 0' 45' 0.00"  
 Ls = 200.00' D = 6' 45' 0.00" LS = 200.00'  
 T = 2.01970' LT = 133.33'  
 R = 11459.6' ST = 66.67'



11/2/2018  
10:33 AM  
BRANNEN.DRAWINGS\_20181115.PLT

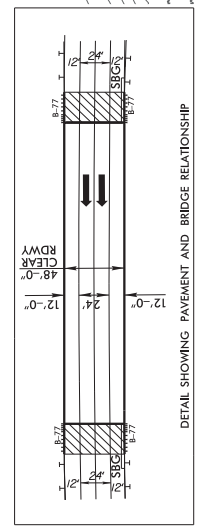
8/17/99

SHEET NO. 11  
 PROJECT REFERENCE NO. 1-5823  
 R/W DESIGN ENGINEER

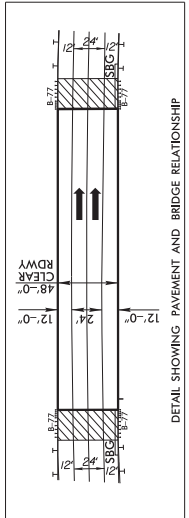
**PERMIT DRAWING**  
**SHEET 9 OF 12**

DIKOTES IMPACTS IN SURFACE WATER  
 DIKOTES TEMPORARY IMPACTS IN SURFACE WATER

**P-61**



**SITE 4**



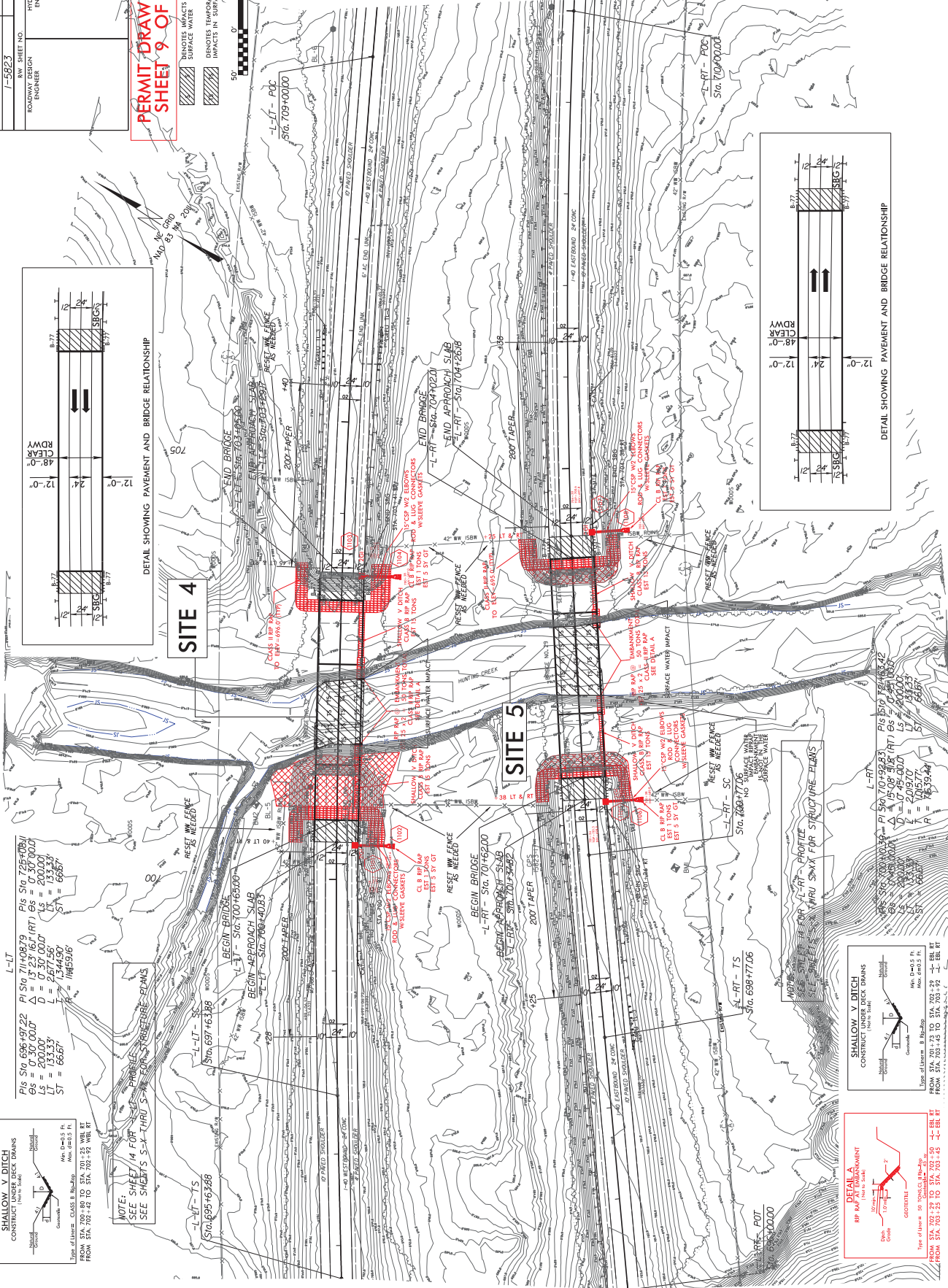
DETAIL SHOWING PAVEMENT AND BRIDGE RELATIONSHIP

**SHALLOW V DITCH**  
 CONSTRUCT UNDER DECK DRAINS  
 (Type to Detail)  
 Max. Depth 5 Ft.  
 From STA 720+45 TO STA 702+25 W/RT  
 FROM STA 702+45 TO STA 702+25 W/RT

**DETAIL A**  
 RIP RAP V DITCH  
 (Type to Detail)  
 Max. Depth 5 Ft.  
 FROM STA 702+25 TO STA 702+50  
 FROM STA 702+50 TO STA 702+45 W/RT

**SHALLOW V DITCH**  
 CONSTRUCT UNDER DECK DRAINS  
 (Type to Detail)  
 Max. Depth 5 Ft.  
 FROM STA 720+25 TO STA 702+25 W/RT  
 FROM STA 702+25 TO STA 702+45 W/RT

**NOTE**  
 SEE SHEET 14 FOR PRELIMINARY STRUCKRE-RTMS  
 SEE SHEETS S-X THRU S-Y FOR STRUCKRE-RTMS



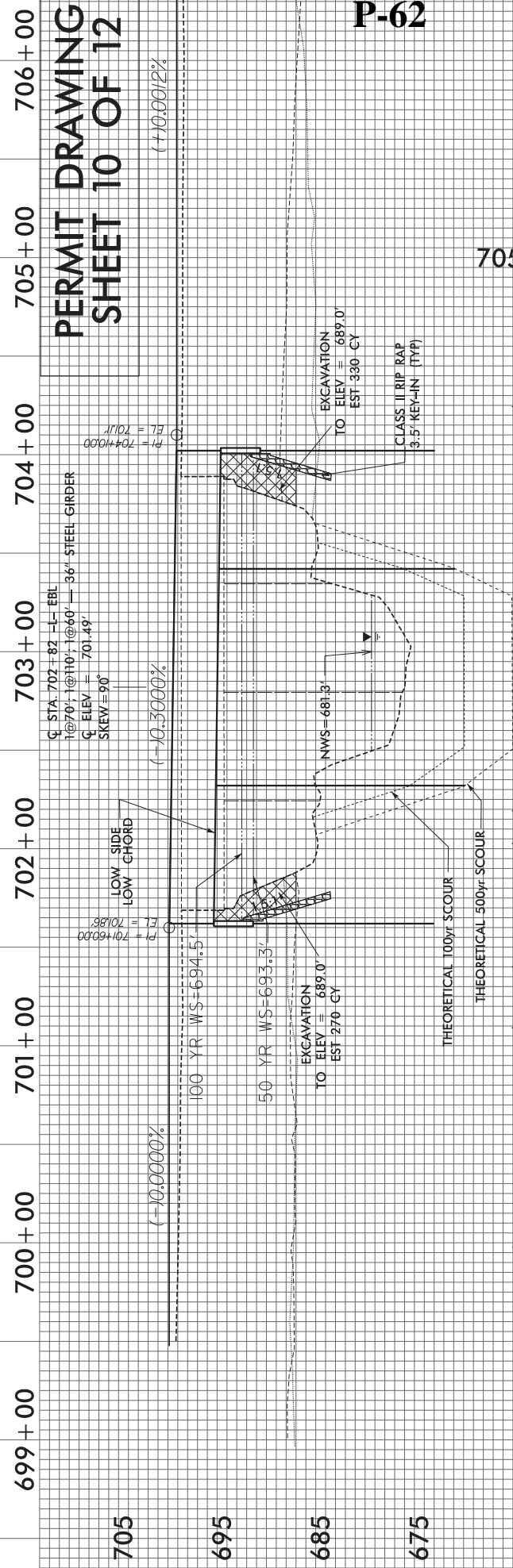
11/20/08  
 DRAWING  
 1233.PRM.DWG\_2011115.P61

8/17/99



**PERMIT DRAWING  
SHEET 10 OF 12**

**P-62**



705

695

685

675

705

706+00

705+00

704+00

703+00

702+00

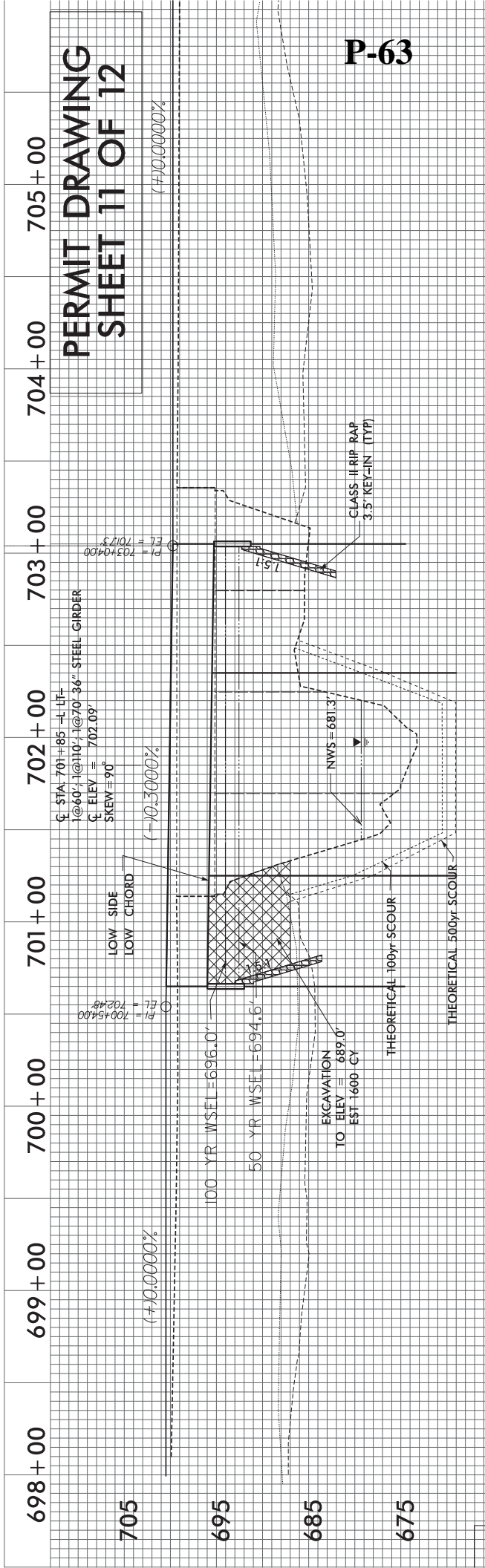
701+00

700+00

699+00

**PERMIT DRAWING  
SHEET 11 OF 12**

**P-63**



WETLAND AND SURFACE WATER IMPACTS SUMMARY

Site No.	Station (From/To)	Structure Size / Type	WETLAND IMPACTS					SURFACE WATER IMPACTS						
			Permanent Fill In Wetlands (ac)	Temp. Fill In Wetlands (ac)	Excavation in Wetlands (ac)	Mechanized Clearing in Wetlands (ac)	Hand Clearing in Wetlands (ac)	Permanent SW impacts (ac)	Temp. SW impacts (ac)	Existing Channel Impacts Permanent (ft)	Existing Channel Impacts Temp. (ft)	Natural Stream Design (ft)		
1	L STA 535+62 TO 535+74 LT	BANK STABILIZATION								0.003	0.005	10	16	
2	EOT3 STA 584+82 TO 585+03 R	BANK STABILIZATION								0.009	0.011	22	30	
3	L LT 675+93 TO 677+00 LT	CHANNEL RELOCATION								0.023	0.014	84	60	
4	L LT 701+42 TO 702+20	TEMPORARY CAUSEWAY									0.083		52	
4	T 701+47 RT AND L LT 702+20	BANK STABILIZATION								0.000		8		
5	L RT 702+50 TO 703+30	TEMPORARY CAUSEWAY									0.085		51	
5	L RT 703+25 RT	BANK STABILIZATION								0.001		8		
<b>TOTALS*</b>			<b>0.00</b>	<b>0.00</b>	<b>0.00</b>	<b>0.00</b>	<b>0.00</b>	<b>0.00</b>	<b>0.00</b>	<b>0.04</b>	<b>0.20</b>	<b>132</b>	<b>209</b>	<b>0</b>

\*Rounded totals are sum of actual impacts

NOTES:

Proposed Dual bridges and work pads are temporary impacts. However bank stabilization near dual bridges are permanent impacts.

NC DEPARTMENT OF TRANSPORTATION  
DIVISION OF HIGHWAYS  
11/14/2018  
DAVIE COUNTY  
I-5823  
WBS 50466.1.1

SHEET **12** OF **12**

County : Davie

Line #	Item Number	Sec #	Description	Quantity	Unit Cost	Amount
<b>ROADWAY ITEMS</b>						
0001	0000100000-N	800	MOBILIZATION	Lump Sum	L.S.	
0002	0000400000-N	801	CONSTRUCTION SURVEYING	Lump Sum	L.S.	
0003	0001000000-E	200	CLEARING & GRUBBING .. ACRE(S)	Lump Sum	L.S.	
0004	0008000000-E	200	SUPPLEMENTARY CLEARING & GRUB- BING	1 ACR		
0005	0022000000-E	225	UNCLASSIFIED EXCAVATION	103,100 CY		
0006	0028000000-N	SP	TYPE I STANDARD APPROACH FILL STATION ***** (701+85.00-L-LT)	Lump Sum	L.S.	
0007	0028000000-N	SP	TYPE I STANDARD APPROACH FILL STATION ***** (702+82.00-L-RT)	Lump Sum	L.S.	
0008	0036000000-E	225	UNDERCUT EXCAVATION	396 CY		
0009	0106000000-E	230	BORROW EXCAVATION	44,500 CY		
0010	0134000000-E	240	DRAINAGE DITCH EXCAVATION	914 CY		
0011	0156000000-E	250	REMOVAL OF EXISTING ASPHALT PAVEMENT	117,410 SY		
0012	0170000000-E	SP	REMOVAL OF EXISTING CONCRETE PAVEMENT SLABS	3,560 SY		
0013	0196000000-E	270	GEOTEXTILE FOR SOIL STABILIZA- TION	26,300 SY		
0014	0314000000-E	SP	SELECT MATERIAL, CLASS ***** (IV)	882 TON		
0015	0318000000-E	300	FOUNDATION CONDITIONING MATE- RIAL, MINOR STRUCTURES	640 TON		
0016	0320000000-E	300	FOUNDATION CONDITIONING GEO- TEXTILE	2,010 SY		
0017	0448200000-E	310	15" RC PIPE CULVERTS, CLASS IV	4,952 LF		

County : Davie

Line #	Item Number	Sec #	Description	Quantity	Unit Cost	Amount
0018	0448300000-E	310	18" RC PIPE CULVERTS, CLASS IV	8 LF		
0019	0448400000-E	310	24" RC PIPE CULVERTS, CLASS IV	8 LF		
0020	0582000000-E	310	15" CS PIPE CULVERTS, 0.064" THICK	488 LF		
0021	0588000000-E	310	18" CS PIPE CULVERTS, 0.064" THICK	88 LF		
0022	0594000000-E	310	24" CS PIPE CULVERTS, 0.064" THICK	484 LF		
0023	0636000000-E	310	*** CS PIPE ELBOWS, ***** THICK (15", 0.064")	30 EA		
0024	0636000000-E	310	*** CS PIPE ELBOWS, ***** THICK (18", 0.064")	4 EA		
0025	0636000000-E	310	*** CS PIPE ELBOWS, ***** THICK (24", 0.064")	22 EA		
0026	0995000000-E	340	PIPE REMOVAL	1,927 LF		
0027	1011000000-N	500	FINE GRADING	Lump Sum	L.S.	
0028	1099500000-E	505	SHALLOW UNDERCUT	12,900 CY		
0029	1099700000-E	505	CLASS IV SUBGRADE STABILIZATION	17,200 TON		
0030	1110000000-E	510	STABILIZER AGGREGATE	500 TON		
0031	1297000000-E	607	MILLING ASPHALT PAVEMENT, **** DEPTH (1-1/2")	20,000 SY		
0032	1330000000-E	607	INCIDENTAL MILLING	4,000 SY		
0033	1491000000-E	610	ASPHALT CONC BASE COURSE, TYPE B25.0C	119,070 TON		
0034	1503000000-E	610	ASPHALT CONC INTERMEDIATE COURSE, TYPE I19.0C	90,940 TON		

County : Davie

Line #	Item Number	Sec #	Description	Quantity	Unit Cost	Amount
0035	1523000000-E	610	ASPHALT CONC SURFACE COURSE, TYPE S9.5C	15,860 TON		
0036	1524200000-E	610	ASPHALT CONC SURFACE COURSE, TYPE S9.5D	56,730 TON		
0037	1575000000-E	620	ASPHALT BINDER FOR PLANT MIX	10,675 TON		
0038	1577000000-E	620	POLYMER MODIFIED ASPHALT BIN- DER FOR PLANT MIX	3,235 TON		
0039	1840000000-E	665	MILLED RUMBLE STRIPS (ASPHALT CONCRETE)	137,250 LF		
0040	1880000000-E	SP	GENERIC PAVING ITEM AGGREGATE BASE COURSE FOR BACKFILL	906 TON		
0041	1891000000-E	SP	GENERIC PAVING ITEM 8" CONTINUOUSLY REINFORCED CONCRETE REPAIR	3,660 SY		
0042	1891500000-N	SP	GENERIC PAVING ITEM 10" CONCRETE SLEEPER SLAB	Lump Sum	L.S.	
0043	2099000000-E	816	SHOULDER DRAIN	30,400 LF		
0044	2110000000-E	816	4" SHOULDER DRAIN PIPE	30,400 LF		
0045	2121000000-E	816	4" OUTLET PIPE FOR SHOULDER DRAINS	2,810 LF		
0046	2132000000-N	816	CONCRETE PAD FOR SHOULDER DRAIN PIPE OUTLET	80 EA		
0047	2190000000-N	828	TEMPORARY STEEL PLATE COVERS FOR MASONRY DRAINAGE STRUCTURE	6 EA		
0048	2253000000-E	840	PIPE COLLARS	0.999 CY		
0049	2286000000-N	840	MASONRY DRAINAGE STRUCTURES	58 EA		
0050	2308000000-E	840	MASONRY DRAINAGE STRUCTURES	0.4 LF		
0051	2364200000-N	840	FRAME WITH TWO GRATES, STD 840.20	4 EA		

County : Davie

Line #	Item Number	Sec #	Description	Quantity	Unit Cost	Amount
0052	2365000000-N	840	FRAME WITH TWO GRATES, STD 840.22	6 EA		
0053	2407000000-N	840	STEEL FRAME WITH TWO GRATES, STD 840.37	48 EA		
0054	2556000000-E	846	SHOULDER BERM GUTTER	144 LF		
0055	2577000000-E	846	CONCRETE EXPRESSWAY GUTTER	8,690 LF		
0056	2815000000-N	858	ADJUSTMENT OF DROP INLETS	4 EA		
0057	3030000000-E	862	STEEL BEAM GUARDRAIL	28,550 LF		
0058	3150000000-N	862	ADDITIONAL GUARDRAIL POSTS	20 EA		
0059	3210000000-N	862	GUARDRAIL END UNITS, TYPE CAT-1	30 EA		
0060	3287000000-N	SP	GUARDRAIL END UNITS, TYPE TL-3	47 EA		
0061	3317000000-N	SP	GUARDRAIL ANCHOR UNITS, TYPE B-77	8 EA		
0062	3347000000-E	864	REMOVE & RESET EXISTING GUIDE- RAIL	1,000 LF		
0063	3360000000-E	863	REMOVE EXISTING GUARDRAIL	31,144 LF		
0064	3365000000-E	863	REMOVE EXISTING GUIDERAIL	4,000 LF		
0065	3380000000-E	862	TEMPORARY STEEL BEAM GUARDRAIL	4,000 LF		
0066	3389150000-N	SP	TEMPORARY GUARDRAIL END UNITS, TYPE ***** (TL-3)	10 EA		
0067	3389200000-E	865	CABLE GUIDERAIL	4,000 LF		
0068	3389500000-N	865	ADDITIONAL GUIDERAIL POSTS	10 EA		
0069	3389600000-N	865	CABLE GUIDERAIL ANCHOR UNITS	12 EA		

County : Davie

Line #	Item Number	Sec #	Description	Quantity	Unit Cost	Amount
0070	3436000000-N	862	GENERIC GUARDRAIL ITEM TEMPORARY GUARDRAIL END UNITS, TYPE CAT-1	10 EA		
0071	3503000000-E	866	WOVEN WIRE FENCE, 47" FABRIC	1,030 LF		
0072	3509000000-E	866	4" TIMBER FENCE POSTS, 7'-6" LONG	75 EA		
0073	3515000000-E	866	5" TIMBER FENCE POSTS, 8'-0" LONG	8 EA		
0074	3595000000-E	869	RELAPPING GUARDRAIL	6,427 LF		
0075	3628000000-E	876	RIP RAP, CLASS I	1,020 TON		
0076	3635000000-E	876	RIP RAP, CLASS II	105 TON		
0077	3649000000-E	876	RIP RAP, CLASS B	170 TON		
0078	3656000000-E	876	GEOTEXTILE FOR DRAINAGE	2,820 SY		
0079	4400000000-E	1110	WORK ZONE SIGNS (STATIONARY)	546 SF		
0080	4402000000-E	SP	HIGH VISIBILITY STATIONARY SIGNS	924 SF		
0081	4407000000-E	SP	HIGH VISIBILITY PORTABLE SIGNS	384 SF		
0082	4410000000-E	1110	WORK ZONE SIGNS (BARRICADE MOUNTED)	50 SF		
0083	4415000000-N	1115	FLASHING ARROW BOARD	6 EA		
0084	4420000000-N	1120	PORTABLE CHANGEABLE MESSAGE SIGN	4 EA		
0085	4422000000-N	1120	PORTABLE CHANGEABLE MESSAGE SIGN (SHORT TERM)	60 DAY		
0086	4423000000-N	SP	WORK ZONE DIGITAL SPEED LIMIT SIGNS	8 EA		
0087	4432000000-N	SP	HIGH VISIBILITY DRUMS	150 EA		



County : Davie

Line #	Item Number	Sec #	Description	Quantity	Unit Cost	Amount
0088	4434000000-N	SP	SEQUENTIAL FLASHING WARNING LIGHTS	24 EA		
0089	4445000000-E	1145	BARRICADES (TYPE III)	96 LF		
0090	4465000000-N	1160	TEMPORARY CRASH CUSHIONS	2 EA		
0091	4470000000-N	1160	REMOVE & RESET TEMPORARY CRASH CUSHION	13 EA		
0092	4480000000-N	1165	TMA	2 EA		
0093	4485000000-E	1170	PORTABLE CONCRETE BARRIER	16,645 LF		
0094	4500000000-E	1170	REMOVE & RESET PORTABLE CONCRETE BARRIER	69,325 LF		
0095	4510000000-N	1190	LAW ENFORCEMENT	1,653 HR		
0096	4516000000-N	1180	SKINNY DRUM	100 EA		
0097	4589000000-N	SP	GENERIC TRAFFIC CONTROL ITEM PORTABLE QUEUE WARNING SYSTEM DEPLOYMENT	Lump Sum	L.S.	
0098	4600000000-N	SP	GENERIC TRAFFIC CONTROL ITEM CONNECTED LANE CLOSURE DEVICE	4 EA		
0099	4609000000-N	SP	GENERIC TRAFFIC CONTROL ITEM PORTABLE QUEUE WARNING SYSTEM	2,200 DAY		
0100	4650000000-N	1251	TEMPORARY RAISED PAVEMENT MARKERS	1,131 EA		
0101	4725000000-E	1205	THERMOPLASTIC PAVEMENT MARKING SYMBOL (90 MILS)	6 EA		
0102	4845000000-N	1205	PAINT PAVEMENT MARKING SYMBOL	18 EA		
0103	4847020000-E	1205	POLYUREA PAVEMENT MARKING LINES (4", 30 MILS)	625 LF		
0104	4847040000-E	1205	POLYUREA PAVEMENT MARKING LINES (6", 30 MILS)	157,731 LF		

County : Davie

Line #	Item Number	Sec #	Description	Quantity	Unit Cost	Amount
0105	4847080000-E	1205	POLYUREA PAVEMENT MARKING LINES (12", 30 MILS)	3,300 LF		
0106	4847400000-E	SP	WORK ZONE PERFORMANCE PAVEMENT MARKING LINES, 4"	1,250 LF		
0107	4847500000-E	SP	WORK ZONE PERFORMANCE PAVEMENT MARKING LINES, 6"	911,455 LF		
0108	4847600000-E	SP	WORK ZONE PERFORMANCE PAVEMENT MARKING LINES, 12"	2,000 LF		
0109	4848000000-E	SP	WORK ZONE TRAFFIC PATTERN MASKING	1,432,200 SF		
0110	4900000000-N	1251	PERMANENT RAISED PAVEMENT MARKERS	9 EA		
0111	4905000000-N	1253	SNOWPLOWABLE PAVEMENT MARKERS	1,037 EA		
0112	6000000000-E	1605	TEMPORARY SILT FENCE	16,775 LF		
0113	6006000000-E	1610	STONE FOR EROSION CONTROL, CLASS A	125 TON		
0114	6009000000-E	1610	STONE FOR EROSION CONTROL, CLASS B	1,720 TON		
0115	6012000000-E	1610	SEDIMENT CONTROL STONE	845 TON		
0116	6015000000-E	1615	TEMPORARY MULCHING	82 ACR		
0117	6018000000-E	1620	SEED FOR TEMPORARY SEEDING	3,100 LB		
0118	6021000000-E	1620	FERTILIZER FOR TEMPORARY SEEDING	16 TON		
0119	6024000000-E	1622	TEMPORARY SLOPE DRAINS	970 LF		
0120	6029000000-E	SP	SAFETY FENCE	200 LF		
0121	6030000000-E	1630	SILT EXCAVATION	1,980 CY		
0122	6036000000-E	1631	MATTING FOR EROSION CONTROL	98,750 SY		

County : Davie

Line #	Item Number	Sec #	Description	Quantity	Unit Cost	Amount
0123	6037000000-E	SP	COIR FIBER MAT	100 SY		
0124	6070000000-N	1639	SPECIAL STILLING BASINS	1 EA		
0125	6071012000-E	SP	COIR FIBER WATTLE	2,500 LF		
0126	6071030000-E	1640	COIR FIBER BAFFLE	535 LF		
0127	6084000000-E	1660	SEEDING & MULCHING	45 ACR		
0128	6087000000-E	1660	MOWING	54 ACR		
0129	6090000000-E	1661	SEED FOR REPAIR SEEDING	1,250 LB		
0130	6093000000-E	1661	FERTILIZER FOR REPAIR SEEDING	2 TON		
0131	6096000000-E	1662	SEED FOR SUPPLEMENTAL SEEDING	1,125 LB		
0132	6108000000-E	1665	FERTILIZER TOPDRESSING	34 TON		
0133	6111000000-E	SP	IMPERVIOUS DIKE	75 LF		
0134	6114500000-N	1667	SPECIALIZED HAND MOWING	105 MHR		
0135	6117000000-N	SP	RESPONSE FOR EROSION CONTROL	150 EA		
0136	6117500000-N	SP	CONCRETE WASHOUT STRUCTURE	6 EA		

**STRUCTURE ITEMS**

0137	8017000000-N	SP	CONSTRUCTION, MAINTENANCE, & REMOVAL OF TEMP ACCESS AT STA ***** (701+85.00-L-LT)	Lump Sum	L.S.	
0138	8017000000-N	SP	CONSTRUCTION, MAINTENANCE, & REMOVAL OF TEMP ACCESS AT STA ***** (702+82.00-L-RT)	Lump Sum	L.S.	

County : Davie

Line #	Item Number	Sec #	Description	Quantity	Unit Cost	Amount
0139	8021000000-N	SP	REMOVAL OF EXISTING STRUCTURE AT STATION ***** (701+85.00-L-LT)	Lump Sum	L.S.	
0140	8021000000-N	SP	REMOVAL OF EXISTING STRUCTURE AT STATION ***** (702+82.00-L-RT)	Lump Sum	L.S.	
0141	8065000000-N	SP	ASBESTOS ASSESSMENT	Lump Sum	L.S.	
0142	8105500000-E	411	***_*** DIA DRILLED PIERS IN SOIL (4'-6")	370 LF		
0143	8105600000-E	411	***_*** DIA DRILLED PIERS NOT IN SOIL (4'-6")	123 LF		
0144	8111000000-E	411	PERMANENT STEEL CASING FOR ***_*** DIA DRILLED PIER (4'-6")	222 LF		
0145	8113000000-N	411	SID INSPECTIONS	9 EA		
0146	8114000000-N	411	SPT TESTING	18 EA		
0147	8115000000-N	411	CSL TESTING	2 EA		
0148	8121000000-N	412	UNCLASSIFIED STRUCTURE EXCAVA- TION AT STATION ***** (701+85.00-L-LT)	Lump Sum	L.S.	
0149	8121000000-N	412	UNCLASSIFIED STRUCTURE EXCAVA- TION AT STATION ***** (702+82.00-L-RT)	Lump Sum	L.S.	
0150	8147000000-E	420	REINFORCED CONCRETE DECK SLAB	24,600 SF		
0151	8161000000-E	420	GROOVING BRIDGE FLOORS	39,960 SF		
0152	8182000000-E	420	CLASS A CONCRETE (BRIDGE)	310.8 CY		
0153	8210000000-N	422	BRIDGE APPROACH SLABS, STATION ***** (701+85.00-L-LT)	Lump Sum	L.S.	

County : Davie

Line #	Item Number	Sec #	Description	Quantity	Unit Cost	Amount
0154	8210000000-N	422	BRIDGE APPROACH SLABS, STATION ***** (702+82.00-L-RT)	Lump Sum	L.S.	
0155	8217000000-E	425	REINFORCING STEEL (BRIDGE)	102,904 LB		
0157	8238000000-E	425	SPIRAL COLUMN REINFORCING STEEL (BRIDGE)	16,572 LB		
0158	8280000000-E	440	APPROX ..... LBS STRUCTURAL STEEL	987,535 LS		
0159	8296000000-N	442	POLLUTION CONTROL	Lump Sum	L.S.	
0160	8328200000-E	450	PILE DRIVING EQUIPMENT SETUP FOR *** STEEL PILES (HP12X53)	32 EA		
0161	8364000000-E	450	HP12X53 STEEL PILES	1,270 LF		
0162	8503000000-E	460	CONCRETE BARRIER RAIL	953.37 LF		
0163	8559000000-E	SP	CLASS II, SURFACE PREPARATION	59.2 SY		
0164	8566000000-E	SP	CLASS III, SURFACE PREPARATION	0.5 SY		
0165	8608000000-E	876	RIP RAP CLASS II (2'-0" THICK)	1,390 TON		
0166	8622000000-E	876	GEOTEXTILE FOR DRAINAGE	1,350 SY		
0167	8657000000-N	430	ELASTOMERIC BEARINGS	Lump Sum	L.S.	
0168	8660000000-E	SP	CONCRETE REPAIRS	12.9 CF		
0169	8664000000-E	SP	SHOTCRETE REPAIRS	333.9 CF		
0170	8678000000-E	SP	EPOXY RESIN INJECTION	346.6 LF		
0171	8860000000-N	SP	GENERIC STRUCTURE ITEM PAINTING CONTAINMENT FOR BRIDGE #18	Lump Sum	L.S.	
0172	8860000000-N	SP	GENERIC STRUCTURE ITEM SPOT PAINTING OF STEEL STRUCTURE REPAIR AREAS	Lump Sum	L.S.	

County : Davie

Line #	Item Number	Sec #	Description	Quantity	Unit Cost	Amount
0173	8860000000-N	SP	GENERIC STRUCTURE ITEM VOLUMETRIC MIXER	Lump Sum	L.S.	
0174	8867000000-E	SP	GENERIC STRUCTURE ITEM FOAM JOINT SEALS FOR PRESERVATION	162 LF		
0175	8881000000-E	SP	GENERIC STRUCTURE ITEM LATEX MODIFIED CONC OVERLAY - VERY EARLY STRENGTH	85.5 CY		
0176	8882000000-E	SP	GENERIC STRUCTURE ITEM CONCRETE FOR DECK REPAIR	177.6 CF		
0177	8882000000-E	SP	GENERIC STRUCTURE ITEM ELASTOMERIC CONCRETE FOR PRESERVATION	40.5 CF		
0178	8889000000-E	SP	GENERIC STRUCTURE ITEM BEAM REPAIR	885 LB		
0179	8892000000-E	SP	GENERIC STRUCTURE ITEM BRIDGE JOINT DEMOLITION	162 SF		
0180	8892000000-E	SP	GENERIC STRUCTURE ITEM CONCRETE WORK FOR JOINT REPLACEMENT	162 SF		
0181	8892000000-E	SP	GENERIC STRUCTURE ITEM EPOXY COATING	789 SF		
0182	8893000000-E	SP	GENERIC STRUCTURE ITEM HYDRO-DEMOLITION OF BRIDGE DECK	1,435 SY		
0183	8893000000-E	SP	GENERIC STRUCTURE ITEM PLACING & FINISHING OF LATEX MOD CONC OVERLAY - VERY EARLY STRENGTH	1,435 SY		
0184	8893000000-E	SP	GENERIC STRUCTURE ITEM SCARIFYING BRIDGE DECK	1,435 SY		
0185	8897000000-N	SP	GENERIC STRUCTURE ITEM CLEANING & PAINTING EXISTING BEARINGS WITH HRCSA	64 EA		

County : Davie

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Line #	Item Number	Sec #	Description	Quantity	Unit Cost	Amount
0186	8897000000-N	SP	GENERIC STRUCTURE ITEM TYPE I BRIDGE JACKING BRIDGE #18	2 EA		

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1345/Jan10/Q4876535.869/D857789932000/E185

Total Amount Of Bid For Entire Project :

DBE GOAL SET: 9.00%  
DBE GOAL OBT: 9.02%

Vendor 1 of 2: FLATIRON CONSTRUCTORS INC (3076)  
Call Order 006 (Proposal: C204241)

### Bid Information

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<b>Proposal County:</b> DAVIE	<b>Bid Checksum:</b> A5107C2F
<b>Vendor Address:</b> 385 Interlocken Cresent Suite 900 Broomfield , CO , 80021	<b>Bid Total:</b> \$55,641,353.85
<b>Signature Check:</b> Bernie_Herrmann_3076	<b>Items Total:</b> \$55,641,353.85
<b>Time Bid Received:</b> January 15, 2019 01:59 PM	<b>Time Total:</b> \$0.00
<b>Amendment Count:</b> 2	

**Bidding Errors:**  
None.



Vendor 1 of 2: FLATIRON CONSTRUCTORS INC (3076)  
Call Order 006 (Proposal: C204241)

Bid Bond Information

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<b>Projects:</b>	<b>Bond Maximum:</b>
<b>Counties:</b>	<b>State of Incorporation:</b>
<b>Bond ID:</b> SNC19229127	<b>Agency Execution Date:</b> 1/11/2019 4
<b>Paid by Check:</b> No	<b>Surety Name:</b> surety2000
<b>Bond Percent:</b> 5%	<b>Bond Agency Name:</b> Liberty Mutual Insurance Company

Bidder 1 of 2

Vendor 3076's Bid Information for Call 006, Letting L190115, 01/15/19

Flatiron Constructors Inc, (3076)  
 Call Order 006 (Proposal ID C204241)

LIST OF DBE PARTICIPANTS

VENDOR NUMBER	DBE NAME ADDRESS	WORK CODE TYPE OF WORK	CERT TYPE AMOUNT	
3376	REYNOLDS FENCE & GUARDRAIL INC 9320 MACHADO DRIVE , INDIAN TRAIL, NC 28079		Sub 6,870.00	Additional
2976	CAROLINA ENVIRONMENTAL CONTRACT POST OFFICE BOX 1905 , MT. AIRY, NC 27030		Sub 94,058.50	Additional
2759	SUPERIOR SEEDING INC POST OFFICE BOX 12642 , GASTONIA, NC 280520010		Sub 457,090.00	COMMITTED
7334	RRC CONCRETE INC 1432 NORTH SHARON AMITY ROAD , CHARLOTTE, NC 28211		Sub 280,002.10	COMMITTED
12802	NICKELSTON INDUSTRIES INC POST OFFICE BOX 133 , LAWSONVILLE, NC 27022		Sub 768,689.80	COMMITTED
12278	CLIFTON CONSTRUCTION CO INC 1435 GIDDENSVILLE ROAD , FAISON, NC 28341		Sub 355,827.00	COMMITTED
10869	SK HAULING LLC 188 DOUBLE SPRING LANE , LEXINGTON, NC 27295		Sub 920,629.50	COMMITTED
9602	CAROLINA TRANSPORT OF GREENSBOR 347 SOUTH CHERRY STREET , KERNERSVILLE, NC 27284		Sub 1,418,983.30	COMMITTED
15755	GOSALIA CONCRETE CONSTRUCTORS I SUITE 200 WESTSHORE BLVD , TAMPA, FL 33607		Sub 71,139.70	COMMITTED
3230	HIATT & MASON ENTERPRISES INC POST OFFICE BOX 1378 , MOUNT AIRY, NC 27030		Sub 384,871.56	COMMITTED
4906	W G LEWIS TRUCKING INC 1323 PENNY RD. , HIGH POINT, NC 27265		Sub 362,950.00	COMMITTED
			TOTAL: \$5,020,182.96	
			9.02%	

Vendor 3076's Bid Information for Call 006, Letting L190115, 01/15/19

Flatiron Constructors Inc, (3076)  
 Call Order 006 (Proposal ID C204241)

Miscellaneous Data Info - Contractor Responses:

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NON-COLLUSION AND DEBARMENT CERTIFICATION

Explanation of the prospective bidder that is unable to certify to any of the statements in this certification:

Explanation:  
 NOT ANSWERED  
 NOT ANSWERED  
 NOT ANSWERED  
 NOT ANSWERED

AWARD LIMITS ON MULTIPLE PROJECTS

By answering YES to this statement, the bidder acknowledges that they are using the award limits on multiple projects. No

It is the desire of the Bidder to be awarded contracts, the value of which

Bidder 1 of 2

will not exceed a total of NOT ANSWERED for those projects indicated herein, for which bids will be opened on (MM/DD/YY)

The Award Limits shall apply to the following projects:

Contract Number	County
NOT ANSWERED	
NOT ANSWERED	
NOT ANSWERED	
NOT ANSWERED	
NOT ANSWERED	
NOT ANSWERED	

Bid Bond Data Info - Contractor Responses:

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BondID: SNC19229127  
 Surety Registry Agency: surety2000  
 Verified?: Yes  
 Surety Agency: Liberty Mutual Insurance Company  
 Bond Execution Date: 1/11/2019 4  
 Bond Amount: \$2,782,067.69 (Five Percent of Bid)

Contract ID: C204241

Project(s): NHPP-0040(033)

Letting Date: 01-15-19 Call Order: 006

Bidder: 3076 - Flatiron Constructors Inc,

Line No.	Item Description	Approx. Quantity and Units	Unit Price Dollars   Cts	Bid Amount Dollars   Ct
Section 0001 ROADWAY ITEMS				
Alt Group				
0001	0000100000-N MOBILIZATION	LUMP	LUMP	2,782,000.00
0002	0000400000-N CONSTRUCTION SURVEYING	LUMP	LUMP	300,000.00
0003	0001000000-E CLEARING & GRUBBING .. ACRE(S)	LUMP	LUMP	4,232,000.00
0004	0008000000-E SUPPLEMENTARY CLEARING & GRUBBING	1.000 ACR	15,000.00000	15,000.00
0005	0022000000-E UNCLASSIFIED EXCAVATION	103,100.000 CY	9.50000	979,450.00
0006	0028000000-N TYPE I STANDARD APPROACH FILL STATION ***** (701+85.00-L-LT)	LUMP	LUMP	48,000.00
0007	0028000000-N TYPE I STANDARD APPROACH FILL STATION ***** (702+82.00-L-RT)	LUMP	LUMP	48,000.00
0008	0036000000-E UNDERCUT EXCAVATION	396.000 CY	25.00000	9,900.00
0009	0106000000-E BORROW EXCAVATION	44,500.000 CY	17.00000	756,500.00
0010	0134000000-E DRAINAGE DITCH EXCAVATION	914.000 CY	3.50000	3,199.00

Contract ID: C204241

Project(s): NHPP-0040(033)

Letting Date: 01-15-19 Call Order: 006

Bidder: 3076 - Flatiron Constructors Inc,

Line No.	Item Description	Approx. Quantity and Units	Unit Price		Bid Amount	
			Dollars	Cts	Dollars	Ct
0011	0156000000-E REMOVAL OF EXISTING ASPHALT PAVEMENT	117,410.000 SY	7.00000		821,870.00	
0012	0170000000-E REMOVAL OF EXISTING CONCRETE PAVEMENT SLABS	3,560.000 SY	125.00000		445,000.00	
0013	0196000000-E GEOTEXTILE FOR SOIL STABILIZA-TION	26,300.000 SY	2.00000		52,600.00	
0014	0314000000-E SELECT MATERIAL, CLASS ***** (IV)	882.000 TON	32.00000		28,224.00	
0015	0318000000-E FOUNDATION CONDITIONING MATE- RIAL, MINOR STRUCTURES	640.000 TON	42.00000		26,880.00	
0016	0320000000-E FOUNDATION CONDITIONING GEO- TEXTILE	2,010.000 SY	1.70000		3,417.00	
0017	0448200000-E 15" RC PIPE CULVERTS, CLASS IV	4,952.000 LF	64.00000		316,928.00	
0018	0448300000-E 18" RC PIPE CULVERTS, CLASS IV	8.000 LF	250.00000		2,000.00	
0019	0448400000-E 24" RC PIPE CULVERTS, CLASS IV	8.000 LF	300.00000		2,400.00	
0020	0582000000-E 15" CS PIPE CULVERTS, 0.064" THICK	488.000 LF	90.00000		43,920.00	
0021	0588000000-E 18" CS PIPE CULVERTS, 0.064" THICK	88.000 LF	100.00000		8,800.00	
0022	0594000000-E 24" CS PIPE CULVERTS, 0.064" THICK	484.000 LF	105.00000		50,820.00	

Contract ID: C204241

Project(s): NHPP-0040(033)

Letting Date: 01-15-19 Call Order: 006

Bidder: 3076 - Flatiron Constructors Inc,

Line No.	Item Description	Approx. Quantity and Units	Unit Price Dollars   Cts	Bid Amount Dollars   Ct
0023	0636000000-E *** CS PIPE ELBOWS, ***** THICK (15", 0.064")	30.000 EA	450.00000	13,500.00
0024	0636000000-E *** CS PIPE ELBOWS, ***** THICK (18", 0.064")	4.000 EA	500.00000	2,000.00
0025	0636000000-E *** CS PIPE ELBOWS, ***** THICK (24", 0.064")	22.000 EA	650.00000	14,300.00
0026	0995000000-E PIPE REMOVAL	1,927.000 LF	19.00000	36,613.00
0027	1011000000-N FINE GRADING	LUMP	LUMP	850,000.00
0028	1099500000-E SHALLOW UNDERCUT	12,900.000 CY	12.00000	154,800.00
0029	1099700000-E CLASS IV SUBGRADE STABILIZATION	17,200.000 TON	33.00000	567,600.00
0030	1110000000-E STABILIZER AGGREGATE	500.000 TON	35.00000	17,500.00
0031	1297000000-E MILLING ASPHALT PAVEMENT, ***"DEPTH (1-1/2")	20,000.000 SY	3.25000	65,000.00
0032	1330000000-E INCIDENTAL MILLING	4,000.000 SY	15.00000	60,000.00
0033	1491000000-E ASPHALT CONC BASE COURSE, TYPE B25.0C	119,070.000 TON	64.00000	7,620,480.00
0034	1503000000-E ASPHALT CONC INTERMEDIATE COURSE, TYPE I19.0C	90,940.000 TON	65.00000	5,911,100.00

Contract ID: C204241

Project(s): NHPP-0040(033)

Letting Date: 01-15-19 Call Order: 006

Bidder: 3076 - Flatiron Constructors Inc,

Line No.	Item Description	Approx. Quantity and Units	Unit Price Dollars   Cts	Bid Amount Dollars   Ct
0035	1523000000-E ASPHALT CONC SURFACE COURSE, TYPE S9.5C	15,860.000 TON	64.00000	1,015,040.00
0036	1524200000-E ASPHALT CONC SURFACE COURSE, TYPE S9.5D	56,730.000 TON	66.00000	3,744,180.00
0037	1575000000-E ASPHALT BINDER FOR PLANT MIX	10,675.000 TON	775.00000	8,273,125.00
0038	1577000000-E POLYMER MODIFIED ASPHALT BIN- DER FOR PLANT MIX	3,235.000 TON	1,000.00000	3,235,000.00
0039	1840000000-E MILLED RUMBLE STRIPS (ASPHALT CONCRETE)	137,250.000 LF	0.10000	13,725.00
0040	1880000000-E GENERIC PAVING ITEM AGGREGATE BASE COURSE FOR BACKFILL	906.000 TON	75.00000	67,950.00
0041	1891000000-E GENERIC PAVING ITEM 8" CONTINUOUSLY REINFORCED CONCRETE REPAIR	3,660.000 SY	400.00000	1,464,000.00
0042	1891500000-N GENERIC PAVING ITEM 10" CONCRETE SLEEPER SLAB	LUMP	LUMP	70,000.00
0043	2099000000-E SHOULDER DRAIN	30,400.000 LF	7.70000	234,080.00
0044	2110000000-E 4" SHOULDER DRAIN PIPE	30,400.000 LF	1.80000	54,720.00
0045	2121000000-E 4" OUTLET PIPE FOR SHOULDER DRAINS	2,810.000 LF	9.20000	25,852.00

Contract ID: C204241

Project(s): NHPP-0040(033)

Letting Date: 01-15-19 Call Order: 006

Bidder: 3076 - Flatiron Constructors Inc,

Line No.	Item Description	Approx. Quantity and Units	Unit Price Dollars   Cts	Bid Amount Dollars   Ct
0046	2132000000-N CONCRETE PAD FOR SHOULDER DRAIN PIPE OUTLET	80.000 EA	310.00000	24,800.00
0047	2190000000-N TEMPORARY STEEL PLATE COVERS FOR MASONRY DRAINAGE STRUCTURE	6.000 EA	1,600.00000	9,600.00
0048	2253000000-E PIPE COLLARS	0.999 CY	1,500.00000	1,498.50
0049	2286000000-N MASONRY DRAINAGE STRUCTURES	58.000 EA	1,450.00000	84,100.00
0050	2308000000-E MASONRY DRAINAGE STRUCTURES	0.400 LF	1,400.00000	560.00
0051	2364200000-N FRAME WITH TWO GRATES, STD 840.20	4.000 EA	600.00000	2,400.00
0052	2365000000-N FRAME WITH TWO GRATES, STD 840.22	6.000 EA	600.00000	3,600.00
0053	2407000000-N STEEL FRAME WITH TWO GRATES, STD 840.37	48.000 EA	1,250.00000	60,000.00
0054	2556000000-E SHOULDER BERM GUTTER	144.000 LF	35.00000	5,040.00
0055	2577000000-E CONCRETE EXPRESSWAY GUTTER	8,690.000 LF	30.00000	260,700.00
0056	2815000000-N ADJUSTMENT OF DROP INLETS	4.000 EA	1,250.00000	5,000.00



Contract ID: C204241

Project(s): NHPP-0040(033)

Letting Date: 01-15-19 Call Order: 006

Bidder: 3076 - Flatiron Constructors Inc,

Line No.	Item Description	Approx. Quantity and Units	Unit Price Dollars   Cts	Bid Amount Dollars   Ct
0057	3030000000-E STEEL BEAM GUARDRAIL	28,550.000	17.00000	485,350.00
		LF		
0058	3150000000-N ADDITIONAL GUARDRAIL POSTS	20.000	26.00000	520.00
		EA		
0059	3210000000-N GUARDRAIL END UNITS, TYPE CAT-1	30.000	585.00000	17,550.00
		EA		
0060	3287000000-N GUARDRAIL END UNITS, TYPE TL-3	47.000	2,640.00000	124,080.00
		EA		
0061	3317000000-N GUARDRAIL ANCHOR UNITS, TYPE B-77	8.000	1,625.00000	13,000.00
		EA		
0062	3347000000-E REMOVE & RESET EXISTING GUIDE-RAIL	1,000.000	4.60000	4,600.00
		LF		
0063	3360000000-E REMOVE EXISTING GUARDRAIL	31,144.000	0.75000	23,358.00
		LF		
0064	3365000000-E REMOVE EXISTING GUIDERAIL	4,000.000	2.05000	8,200.00
		LF		
0065	3380000000-E TEMPORARY STEEL BEAM GUARDRAIL	4,000.000	6.10000	24,400.00
		LF		
0066	3389150000-N TEMPORARY GUARDRAIL END UNITS, TYPE ***** (TL-3)	10.000	1,780.00000	17,800.00
		EA		
0067	3389200000-E CABLE GUIDERAIL	4,000.000	7.40000	29,600.00
		LF		
0068	3389500000-N ADDITIONAL GUIDERAIL POSTS	10.000	51.00000	510.00
		EA		

Contract ID: C204241

Project(s): NHPP-0040(033)

Letting Date: 01-15-19 Call Order: 006

Bidder: 3076 - Flatiron Constructors Inc,

Line No.	Item Description	Approx. Quantity and Units	Unit Price Dollars   Cts	Bid Amount Dollars   Ct
0069	3389600000-N CABLE GUIDERAIL ANCHOR UNITS	12.000 EA	1,830.00000	21,960.00
0070	3436000000-N GENERIC GUARDRAIL ITEM TEMPORARY GUARDRAIL END UNITS, TYPE CAT-1	10.000 EA	510.00000	5,100.00
0071	3503000000-E WOVEN WIRE FENCE, 47" FABRIC	1,030.000 LF	4.60000	4,738.00
0072	3509000000-E 4" TIMBER FENCE POSTS, 7'-6" LONG	75.000 EA	26.00000	1,950.00
0073	3515000000-E 5" TIMBER FENCE POSTS, 8'-0" LONG	8.000 EA	46.00000	368.00
0074	3595000000-E RELAPPING GUARDRAIL	6,427.000 LF	2.05000	13,175.35
0075	3628000000-E RIP RAP, CLASS I	1,020.000 TON	58.00000	59,160.00
0076	3635000000-E RIP RAP, CLASS II	105.000 TON	49.00000	5,145.00
0077	3649000000-E RIP RAP, CLASS B	170.000 TON	55.00000	9,350.00
0078	3656000000-E GEOTEXTILE FOR DRAINAGE	2,820.000 SY	2.00000	5,640.00
0079	4400000000-E WORK ZONE SIGNS (STATIONARY)	546.000 SF	6.50000	3,549.00

Contract ID: C204241

Project(s): NHPP-0040(033)

Letting Date: 01-15-19 Call Order: 006

Bidder: 3076 - Flatiron Constructors Inc,

Line No.	Item Description	Approx. Quantity and Units	Unit Price Dollars   Cts	Bid Amount Dollars   Ct
0080	4402000000-E HIGH VISIBILITY STATIONARY SIGNS	924.000 SF	9.50000	8,778.00
0081	4407000000-E HIGH VISIBILITY PORTABLE SIGNS	384.000 SF	10.00000	3,840.00
0082	4410000000-E WORK ZONE SIGNS (BARRICADE MOUNTED)	50.000 SF	6.00000	300.00
0083	4415000000-N FLASHING ARROW BOARD	6.000 EA	2,300.00000	13,800.00
0084	4420000000-N PORTABLE CHANGEABLE MESSAGE SIGN	4.000 EA	11,500.00000	46,000.00
0085	4422000000-N PORTABLE CHANGEABLE MESSAGE SIGN (SHORT TERM)	60.000 DAY	50.00000	3,000.00
0086	4423000000-N WORK ZONE DIGITAL SPEED LIMIT SIGNS	8.000 EA	4,200.00000	33,600.00
0087	4432000000-N HIGH VISIBILITY DRUMS	150.000 EA	62.00000	9,300.00
0088	4434000000-N SEQUENTIAL FLASHING WARNING LIGHTS	24.000 EA	135.00000	3,240.00
0089	4445000000-E BARRICADES (TYPE III)	96.000 LF	25.00000	2,400.00
0090	4465000000-N TEMPORARY CRASH CUSHIONS	2.000 EA	8,800.00000	17,600.00
0091	4470000000-N REMOVE & RESET TEMPORARY CRASH CUSHION	13.000 EA	3,000.00000	39,000.00

Contract ID: C204241

Project(s): NHPP-0040(033)

Letting Date: 01-15-19 Call Order: 006

Bidder: 3076 - Flatiron Constructors Inc,

Line No.	Item Description	Approx. Quantity and Units	Unit Price Dollars   Cts	Bid Amount Dollars   Ct
0092	4480000000-N TMA	2.000	30,000.00000	60,000.00
		EA		
0093	4485000000-E PORTABLE CONCRETE BARRIER	16,645.000	23.00000	382,835.00
		LF		
0094	4500000000-E REMOVE & RESET PORTABLE CONC- BARRIER	69,325.000	4.50000	311,962.50
		LF		
0095	4510000000-N LAW ENFORCEMENT	1,653.000	65.00000	107,445.00
		HR		
0096	4516000000-N SKINNY DRUM	100.000	30.00000	3,000.00
		EA		
0097	4589000000-N GENERIC TRAFFIC CONTROL ITEM PORTABLE QUEUE WARNING SYSTEM DEPLOYMENT		LUMP	210,000.00
		LUMP		
0098	4600000000-N GENERIC TRAFFIC CONTROL ITEM CONNECTED LANE CLOSURE DEVICE	4.000	7,200.00000	28,800.00
		EA		
0099	4609000000-N GENERIC TRAFFIC CONTROL ITEM PORTABLE QUEUE WARNING SYSTEM	2,200.000	70.00000	154,000.00
		DAY		
0100	4650000000-N TEMPORARY RAISED PAVEMENT MARKERS	1,131.000	7.15000	8,086.65
		EA		
0101	4725000000-E THERMOPLASTIC PAVEMENT MARKINGS SYMBOL (90 MILS)	6.000	865.00000	5,190.00
		EA		
0102	4845000000-N PAINT PAVEMENT MARKING SYMBOL	18.000	127.00000	2,286.00
		EA		

Contract ID: C204241

Project(s): NHPP-0040(033)

Letting Date: 01-15-19 Call Order: 006

Bidder: 3076 - Flatiron Constructors Inc,

Line No.	Item Description	Approx. Quantity and Units	Unit Price		Bid Amount	
			Dollars	Cts	Dollars	Ct
0103	4847020000-E POLYUREA PAVEMENT MARKING LINES (4", 30 MILS)	625.000 LF	1.05000		656.25	
0104	4847040000-E POLYUREA PAVEMENT MARKING LINES (6", 30 MILS)	157,731.000 LF	1.55000		244,483.05	
0105	4847080000-E POLYUREA PAVEMENT MARKING LINES (12", 30 MILS)	3,300.000 LF	3.05000		10,065.00	
0106	4847400000-E WORK ZONE PERFORMANCE PAVEMENTMARKING LINES, 4"	1,250.000 LF	1.05000		1,312.50	
0107	4847500000-E WORK ZONE PERFORMANCE PAVEMENTMARKING LINES, 6"	911,455.000 LF	1.05000		957,027.75	
0108	4847600000-E WORK ZONE PERFORMANCE PAVEMENTMARKING LINES, 12"	2,000.000 LF	2.05000		4,100.00	
0109	4848000000-E WORK ZONE TRAFFIC PATTERN MASKING	1,432,200.000 SF	0.50000		716,100.00	
0110	4900000000-N PERMANENT RAISED PAVEMENT MARKERS	9.000 EA	105.00000		945.00	
0111	4905000000-N SNOWPLOWABLE PAVEMENT MARKERS	1,037.000 EA	30.00000		31,110.00	
0112	6000000000-E TEMPORARY SILT FENCE	16,775.000 LF	2.55000		42,776.25	
0113	6006000000-E STONE FOR EROSION CONTROL, CLASS A	125.000 TON	55.00000		6,875.00	

Contract ID: C204241

Project(s): NHPP-0040(033)

Letting Date: 01-15-19 Call Order: 006

Bidder: 3076 - Flatiron Constructors Inc,

Line No.	Item Description	Approx. Quantity and Units	Unit Price Dollars   Cts	Bid Amount Dollars   Ct
0114	6009000000-E STONE FOR EROSION CONTROL, CLASS B	1,720.000 TON	65.00000	111,800.00
0115	6012000000-E SEDIMENT CONTROL STONE	845.000 TON	45.00000	38,025.00
0116	6015000000-E TEMPORARY MULCHING	82.000 ACR	1,250.00000	102,500.00
0117	6018000000-E SEED FOR TEMPORARY SEEDING	3,100.000 LB	6.20000	19,220.00
0118	6021000000-E FERTILIZER FOR TEMPORARY SEED-ING	16.000 TON	1,250.00000	20,000.00
0119	6024000000-E TEMPORARY SLOPE DRAINS	970.000 LF	10.00000	9,700.00
0120	6029000000-E SAFETY FENCE	200.000 LF	2.60000	520.00
0121	6030000000-E SILT EXCAVATION	1,980.000 CY	6.00000	11,880.00
0122	6036000000-E MATTING FOR EROSION CONTROL	98,750.000 SY	1.60000	158,000.00
0123	6037000000-E COIR FIBER MAT	100.000 SY	4.20000	420.00
0124	6070000000-N SPECIAL STILLING BASINS	1.000 EA	500.00000	500.00
0125	6071012000-E COIR FIBER WATTLE	2,500.000 LF	11.00000	27,500.00

Contract ID: C204241

Project(s): NHPP-0040(033)

Letting Date: 01-15-19 Call Order: 006

Bidder: 3076 - Flatiron Constructors Inc,

Line No.	Item Description	Approx. Quantity and Units	Unit Price Dollars   Cts	Bid Amount Dollars   Ct
0126	6071030000-E COIR FIBER BAFFLE	535.000	6.10000	3,263.50
		LF		
0127	6084000000-E SEEDING & MULCHING	45.000	2,005.00000	90,225.00
		ACR		
0128	6087000000-E MOWING	54.000	103.00000	5,562.00
		ACR		
0129	6090000000-E SEED FOR REPAIR SEEDING	1,250.000	6.20000	7,750.00
		LB		
0130	6093000000-E FERTILIZER FOR REPAIR SEEDING	2.000	1,650.00000	3,300.00
		TON		
0131	6096000000-E SEED FOR SUPPLEMENTAL SEEDING	1,125.000	4.20000	4,725.00
		LB		
0132	6108000000-E FERTILIZER TOPDRESSING	34.000	1,450.00000	49,300.00
		TON		
0133	6111000000-E IMPERVIOUS DIKE	75.000	16.00000	1,200.00
		LF		
0134	6114500000-N SPECIALIZED HAND MOWING	105.000	36.00000	3,780.00
		MHR		
0135	6117000000-N RESPONSE FOR EROSION CONTROL	150.000	150.00000	22,500.00
		EA		
0136	6117500000-N CONCRETE WASHOUT STRUCTURE	6.000	1,200.00000	7,200.00
		EA		
	Section 0001 Total			49,992,659.30

Contract ID: C204241

Project(s): NHPP-0040(033)

Letting Date: 01-15-19 Call Order: 006

Bidder: 3076 - Flatiron Constructors Inc,

Line No.	Item Description	Approx. Quantity and Units	Unit Price Dollars   Cts	Bid Amount Dollars   Ct
Section 0004 STRUCTURE ITEMS				
Alt Group				
0137	8017000000-N CONSTRUCTION, MAINTENANCE, & REMOVAL OF TEMP ACCESS AT STA ***** (701+85.00-L-LT)	LUMP	LUMP	50,000.00
0138	8017000000-N CONSTRUCTION, MAINTENANCE, & REMOVAL OF TEMP ACCESS AT STA ***** (702+82.00-L-RT)	LUMP	LUMP	60,000.00
0139	8021000000-N REMOVAL OF EXISTING STRUCTURE AT STATION ***** (701+85.00-L-LT)	LUMP	LUMP	170,000.00
0140	8021000000-N REMOVAL OF EXISTING STRUCTURE AT STATION ***** (702+82.00-L-RT)	LUMP	LUMP	170,000.00
0141	8065000000-N ASBESTOS ASSESSMENT	LUMP	LUMP	10,000.00
0142	8105500000-E **'-**" DIA DRILLED PIERS IN SOIL (4'-6")	370.000 LF	960.00000	355,200.00
0143	8105600000-E **'-**" DIA DRILLED PIERS NOT IN SOIL (4'-6")	123.000 LF	875.00000	107,625.00
0144	8111000000-E PERMANENT STEEL CASING FOR **'-**" DIA DRILLED PIER (4'-6")	222.000 LF	320.00000	71,040.00
0145	8113000000-N SID INSPECTIONS	9.000 EA	1,100.00000	9,900.00



Contract ID: C204241

Project(s): NHPP-0040(033)

Letting Date: 01-15-19 Call Order: 006

Bidder: 3076 - Flatiron Constructors Inc,

Line No.	Item Description	Approx. Quantity and Units	Unit Price Dollars   Cts	Bid Amount Dollars   Ct
0146	8114000000-N SPT TESTING EA	18.000	1,100.00000	19,800.00
0147	8115000000-N CSL TESTING EA	2.000	20,000.00000	40,000.00
0148	8121000000-N UNCLASSIFIED STRUCTURE EXCAVATION AT STATION ***** (701+85.00-L-LT) LUMP	LUMP	LUMP	40,000.00
0149	8121000000-N UNCLASSIFIED STRUCTURE EXCAVATION AT STATION ***** (702+82.00-L-RT) LUMP	LUMP	LUMP	20,000.00
0150	8147000000-E REINFORCED CONCRETE DECK SLAB SF	24,600.000	36.00000	885,600.00
0151	8161000000-E GROOVING BRIDGE FLOORS SF	39,960.000	0.65000	25,974.00
0152	8182000000-E CLASS A CONCRETE (BRIDGE) CY	310.800	675.00000	209,790.00
0153	8210000000-N BRIDGE APPROACH SLABS, STATION***** (701+85.00-L-LT) LUMP	LUMP	LUMP	60,000.00
0154	8210000000-N BRIDGE APPROACH SLABS, STATION***** (702+82.00-L-RT) LUMP	LUMP	LUMP	60,000.00
0155	8217000000-E REINFORCING STEEL (BRIDGE) LB	102,904.000	1.10000	113,194.40
0157	8238000000-E SPIRAL COLUMN REINFORCING STEEL (BRIDGE) LB	16,572.000	1.80000	29,829.60

Contract ID: C204241

Project(s): NHPP-0040(033)

Letting Date: 01-15-19 Call Order: 006

Bidder: 3076 - Flatiron Constructors Inc,

Line No.	Item Description	Approx. Quantity and Units	Unit Price Dollars   Cts	Bid Amount Dollars   Ct
0158	8280000000-E APPROX ..... LBS STRUCTURALSTEEL	LUMP	LUMP	1,794,000.00
0159	8296000000-N POLLUTION CONTROL	LUMP	LUMP	6,000.00
0160	8328200000-E PILE DRIVING EQUIPMENT SETUP FOR *** STEEL PILES (HP12X53)	32.000 EA	3,000.00000	96,000.00
0161	8364000000-E HP12X53 STEEL PILES	1,270.000 LF	49.00000	62,230.00
0162	8503000000-E CONCRETE BARRIER RAIL	953.370 LF	115.00000	109,637.55
0163	8559000000-E CLASS II, SURFACE PREPARATION	59.200 SY	410.00000	24,272.00
0164	8566000000-E CLASS III, SURFACE PREPARATION	0.500 SY	820.00000	410.00
0165	8608000000-E RIP RAP CLASS II (2'-0" THICK)	1,390.000 TON	75.00000	104,250.00
0166	8622000000-E GEOTEXTILE FOR DRAINAGE	1,350.000 SY	2.30000	3,105.00
0167	8657000000-N ELASTOMERIC BEARINGS	LUMP	LUMP	29,000.00
0168	8660000000-E CONCRETE REPAIRS	12.900 CF	550.00000	7,095.00

Contract ID: C204241

Project(s): NHPP-0040(033)

Letting Date: 01-15-19 Call Order: 006

Bidder: 3076 - Flatiron Constructors Inc,

Line No.	Item Description	Approx. Quantity and Units	Unit Price Dollars   Cts	Bid Amount Dollars   Ct
0169	8664000000-E SHOTCRETE REPAIRS	333.900 CF	450.00000	150,255.00
0170	8678000000-E EPOXY RESIN INJECTION	346.600 LF	130.00000	45,058.00
0171	8860000000-N GENERIC STRUCTURE ITEM PAINTING CONTAINMENT FOR BRIDGE #18	LUMP	LUMP	24,000.00
0172	8860000000-N GENERIC STRUCTURE ITEM SPOT PAINTING OF STEEL STRUCTURE REPAIR AREAS	LUMP	LUMP	17,000.00
0173	8860000000-N GENERIC STRUCTURE ITEM VOLUMETRIC MIXER	LUMP	LUMP	5,500.00
0174	8867000000-E GENERIC STRUCTURE ITEM FOAM JOINT SEALS FOR PRESERVATION	162.000 LF	100.00000	16,200.00
0175	8881000000-E GENERIC STRUCTURE ITEM LATEX MODIFIED CONC OVERLAY - VERY EARLY STRENGTH	85.500 CY	1,550.00000	132,525.00
0176	8882000000-E GENERIC STRUCTURE ITEM CONCRETE FOR DECK REPAIR	177.600 CF	115.00000	20,424.00
0177	8882000000-E GENERIC STRUCTURE ITEM ELASTOMERIC CONCRETE FOR PRESERVATION	40.500 CF	600.00000	24,300.00
0178	8889000000-E GENERIC STRUCTURE ITEM BEAM REPAIR	885.000 LB	115.00000	101,775.00
0179	8892000000-E GENERIC STRUCTURE ITEM BRIDGE JOINT DEMOLITION	162.000 SF	70.00000	11,340.00

Contract ID: C204241

Project(s): NHPP-0040(033)

Letting Date: 01-15-19 Call Order: 006

Bidder: 3076 - Flatiron Constructors Inc,

Line No.	Item Description	Approx. Quantity and Units	Unit Price Dollars   Cts	Bid Amount Dollars   Ct
0180	8892000000-E GENERIC STRUCTURE ITEM CONCRETE WORK FOR JOINT REPLACEMENT	162.000 SF	80.00000	12,960.00
0181	8892000000-E GENERIC STRUCTURE ITEM EPOXY COATING	789.000 SF	30.00000	23,670.00
0182	8893000000-E GENERIC STRUCTURE ITEM HYDRO-DEMOLITION OF BRIDGE DECK	1,435.000 SY	60.00000	86,100.00
0183	8893000000-E GENERIC STRUCTURE ITEM PLACING & FINISHING OF LATEX MOD CONC OVERLAY - VERY EARLY STRENGTH	1,435.000 SY	95.00000	136,325.00
0184	8893000000-E GENERIC STRUCTURE ITEM SCARIFYING BRIDGE DECK	1,435.000 SY	26.00000	37,310.00
0185	8897000000-N GENERIC STRUCTURE ITEM CLEANING & PAINTING EXISTING BEARINGS WITH HRCSA	64.000 EA	850.00000	54,400.00
0186	8897000000-N GENERIC STRUCTURE ITEM TYPE I BRIDGE JACKING BRIDGE #18	2.000 EA	2,800.00000	5,600.00
	Section 0004 Total			5,648,694.55
	Bid Total			55,641,353.85

NON-COLLUSION AND DEBARMENT CERTIFICATION

The bidder certifies that neither he, nor any official, agent or employee of the bidder 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 bid, and that the bidder intends to do the work with its own bonafide employees or subcontractors and is not bidding for the benefit of another contractor. In addition, submitting this electronic bid constitutes the bidder's certification of Status under penalty of perjury under the laws of the United States and in accordance with the Debarment Certification on file with the Department.

By submitting this bid, the bidder certifies to the best of his knowledge and belief that he and his principals:

- a. Are not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from covered transactions by any Federal department or agency;
- b. Have not within a three-year period preceding this proposal been convicted of or had a civil judgment rendered against them for commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (Federal, State or local) transaction or contract under a public transaction; violation of Federal or State antitrust statutes or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records; making false statements; or receiving stolen property;
- c. Are not presently indicted for or otherwise criminally or civilly charged by a governmental entity (Federal, State or local) with commission of any of the offenses enumerated in paragraph b. of this certification; and
- d. Have not within a three-year period preceding this proposal had one or more public transactions (Federal, State or local) terminated for cause or default.

Where the prospective bidder is unable to certify to any of the statements in this certification, the bidder shall submit an explanation in the blanks provided herein. The explanation will not necessarily result in denial of participation in a contract.

Explanation:  
NOT ANSWERED  
NOT ANSWERED  
NOT ANSWERED  
NOT ANSWERED

If the prequalified bidder's status changes, he shall immediately submit a new fully executed non-collusion affidavit and debarment certification with an explanation of the change to the Contract Office prior to submitting the bid.

Failure to furnish a certification or an explanation will be grounds for rejection of a bid

AWARD LIMITS ON MULTIPLE PROJECTS

By answering YES to this statement, the bidder acknowledges that they are using the award limits on multiple projects. No

A bidder who desires to bid on more than one project on which bids are to be opened on the same date, and who also desires to avoid receiving an award of more projects than he is equipped to handle, may bid on any number of projects but may limit the total amount of work awarded to him on selected projects by completing the AWARD LIMITS ON MULTIPLE PROJECTS.

The Award Limits on Multiple Projects must be filled in on each project bid for which the Bidder desires protection.

It is the desire of the Bidder to be awarded contracts, the value of which will not exceed a total of NOT ANSWERED for those projects indicated herein, for which bids will be opened on (MM/DD/YY)

The Award Limits shall apply to the following projects:

Contract Number	County
NOT ANSWERED	
NOT ANSWERED	
NOT ANSWERED	
NOT ANSWERED	
NOT ANSWERED	
NOT ANSWERED	

It is agreed that if I am (we are) the low Bidder(s) on indicated projects, the total value of which is more than the above stipulated award limits, the Board of Transportation will award me (us) projects from among those indicated that have a total value not to exceed the award limit and will result in the lowest total bids to the Department of Transportation.

PROPOSAL: C204241  
 LETTING: L190115 CALL: 006  
 VENDOR: 3076 Flatiron Constructors Inc,

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LINE NO.	ITEM NO.	ITEM DESC.	UNIT TYPE	SUBCONTRACTOR QUANTITY	SUBCONTRACTOR UNIT PRICE	EXTENDED AMOUNT
DBE SUBCONTRACTOR: 3376 REYNOLDS FENCE & GUARDRAIL INC						
Will Use Quote: No						
0071	3503000000-E	WOVEN WIRE F LF		1030.000	4.50000	4635.00
0072	3509000000-E	4" TIMBER PO EA		75.000	25.00000	1875.00
0073	3515000000-E	5" TIMBER PO EA		8.000	45.00000	360.00
DBE COMMITMENT TOTAL FOR SUBCONTRACTOR:						6,870.00
DBE COMMITMENT TOTAL FOR VENDOR (SubContractor )						6,870.0

DBE SUBCONTRACTOR: 2976 CAROLINA ENVIRONMENTAL CONTRACTING INC  
 Will Use Quote: No

0001	0000100000-N	MOBILIZATION LS		1.000	1411.00000	1411.00
0112	6000000000-E	TEMPORARY SI LF		16775.000	2.50000	41937.50
0120	6029000000-E	SAFETY FENCE LF		200.000	2.50000	500.00
0125	6071012000-E	COIR FIBER W LF		2500.000	10.40000	26000.00
0126	6071030000-E	COIR FIBER B LF		535.000	6.00000	3210.00
0135	6117000000-N	RESPONSE FOR EA		150.000	140.00000	21000.00
DBE COMMITMENT TOTAL FOR SUBCONTRACTOR:						94,058.50
DBE COMMITMENT TOTAL FOR VENDOR (SubContractor )						94,058.

DBE SUBCONTRACTOR: 2759 SUPERIOR SEEDING INC  
 Will Use Quote: Yes

0001	0000100000-N	MOBILIZATION LS		1.000	12740.00000	12740.00
0116	6015000000-E	TEMPORARY MU ACR		82.000	1200.00000	98400.00
0117	6018000000-E	SEED FOR TEM LB		3100.000	6.00000	18600.00
0118	6021000000-E	FERT FOR TEM TON		16.000	1200.00000	19200.00
0122	6036000000-E	MATTING FOR SY		98750.000	1.50000	148125.00
0123	6037000000-E	COIR FIBER M SY		100.000	4.00000	400.00
0127	6084000000-E	SEEDING AND ACR		45.000	1950.00000	87750.00
0128	6087000000-E	MOWING ACR		54.000	100.00000	5400.00
0129	6090000000-E	SEED FOR REP LB		1250.000	6.00000	7500.00
0130	6093000000-E	FERT FOR REP TON		2.000	1600.00000	3200.00
0131	6096000000-E	SEED FOR SUP LB		1125.000	4.00000	4500.00
0132	6108000000-E	FERTILIZER T TON		34.000	1400.00000	47600.00
0134	6114500000-N	SPECIALIZED MHR		105.000	35.00000	3675.00
DBE COMMITMENT TOTAL FOR SUBCONTRACTOR:						457,090.00
DBE COMMITMENT TOTAL FOR VENDOR (SubContractor )						457,090

DBE SUBCONTRACTOR: 7334 RRC CONCRETE INC  
 Will Use Quote: Yes

0001	0000100000-N	MOBILIZATION LS		1.000	19200.00000	19200.00
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LINE NO.	ITEM NO.	ITEM DESC.	UNIT TYPE	SUBCONTRACTOR QUANTITY	SUBCONTRACTOR UNIT PRICE	EXTENDED AMOUNT
0054	2556000000-E	SHOULDER BER	LF	144.000	33.90000	4881.60
0055	2577000000-E	CONC EXPRESS	LF	8690.000	29.45000	255920.50
DBE COMMITMENT TOTAL FOR SUBCONTRACTOR:						280,002.10
DBE COMMITMENT TOTAL FOR VENDOR (SubContractor )						280,002

DBE SUBCONTRACTOR: 12802 NICKELSTON INDUSTRIES INC  
 Will Use Quote: Yes

0001	0000100000-N	MOBILIZATION	LS	1.000	11530.00000	11530.00
0074	3595000000-E	RELAPPING GU	LF	6427.000	2.00000	12854.00
0057	3030000000-E	STL BEAM GUA	LF	28550.000	16.10000	459655.00
0058	3150000000-N	ADDIT GUARDR	EA	20.000	25.00000	500.00
0059	3210000000-N	GR END TYPE	EA	30.000	575.00000	17250.00
0060	3287000000-N	GR END TYPE	EA	47.000	2600.00000	122200.00
0061	3317000000-N	GR ANCHOR TY	EA	8.000	1600.00000	12800.00
0062	3347000000-E	REMOVE & RES	LF	1000.000	4.50000	4500.00
0063	3360000000-E	REMOVE EXIST	LF	31144.000	0.70000	21800.80
0064	3365000000-E	REMOVE EXIST	LF	4000.000	2.00000	8000.00
0065	3380000000-E	TEMP STL BM	LF	4000.000	6.00000	24000.00
0066	3389150000-N	TEMP GDRL EN	EA	10.000	1750.00000	17500.00
0067	3389200000-E	CABLE GUIDER	LF	4000.000	7.25000	29000.00
0068	3389500000-N	ADDITIONAL G	EA	10.000	50.00000	500.00
0069	3389600000-N	CBL GUIDERAI	EA	12.000	1800.00000	21600.00
0070	3436000000-N	GENERIC GUAR	EA	10.000	500.00000	5000.00
DBE COMMITMENT TOTAL FOR SUBCONTRACTOR:						768,689.80
DBE COMMITMENT TOTAL FOR VENDOR (SubContractor )						768,689

DBE SUBCONTRACTOR: 12278 CLIFTON CONSTRUCTION CO INC  
 Will Use Quote: Yes

0001	0000100000-N	MOBILIZATION	LS	1.000	25337.00000	25337.00
0043	2099000000-E	SHOULDER DRA	LF	30400.000	7.50000	228000.00
0044	2110000000-E	4" SHOULDER	LF	30400.000	1.75000	53200.00
0045	2121000000-E	4" OUTLET PI	LF	2810.000	9.00000	25290.00
0046	2132000000-N	CONC PAD SHL	EA	80.000	300.00000	24000.00
DBE COMMITMENT TOTAL FOR SUBCONTRACTOR:						355,827.00
DBE COMMITMENT TOTAL FOR VENDOR (SubContractor )						355,827

DBE SUBCONTRACTOR: 10869 SK HAULING LLC  
 Will Use Quote: Yes

0005	0022000000-E	UNCLASSIFIED	CY	103100.000	3.62000	373222.00
0009	0106000000-E	BORROW EXCAV	CY	44500.000	9.25000	411625.00
0028	1099500000-E	SHALLOW UNDE	CY	12900.000	5.02160	64778.64
0012	0170000000-E	REMOVAL OF C	SY	3560.000	11.03760	39293.86
0075	3628000000-E	RIP RAP, CLA	TON	1020.000	7.00000	7140.00
0076	3635000000-E	RIP RAP, CLA	TON	105.000	7.00000	735.00
0077	3649000000-E	RIP RAP, CLA	TON	170.000	7.00000	1190.00



LINE NO.	ITEM NO.	ITEM DESC.	UNIT TYPE	SUBCONTRACTOR QUANTITY	SUBCONTRACTOR UNIT PRICE	EXTENDED AMOUNT
0113	6006000000-E	EROS CONTRL	TON	125.000	7.00000	875.00
0114	6009000000-E	EROS CONTRL	TON	1720.000	7.00000	12040.00
0165	8608000000-E	RIP RAP II (	TON	1390.000	7.00000	9730.00
DBE COMMITMENT TOTAL FOR SUBCONTRACTOR:						920,629.50
DBE COMMITMENT TOTAL FOR VENDOR (SubContractor )						920,629

DBE SUBCONTRACTOR: 9602 CAROLINA TRANSPORT OF GREENSBORO INC  
 Will Use Quote: Yes

0014	0314000000-E	SELECT MATER	TON	882.000	5.00000	4410.00
0015	0318000000-E	FND CONDIT M	TON	640.000	5.00000	3200.00
0011	0156000000-E	REMOVAL OF E	SY	117410.000	2.13000	250083.30
0029	1099700000-E	CLASS IV SUB	TON	17200.000	5.00000	86000.00
0040	1880000000-E	GENERIC PAVI	TON	906.000	5.00000	4530.00
0115	6012000000-E	SEDIMENT CON	TON	845.000	5.00000	4225.00
0137	8017000000-N	CM&R TEMP AC	LS	1.000	3725.00000	3725.00
0138	8017000000-N	CM&R TEMP AC	LS	1.000	1210.00000	1210.00
0031	1297000000-E	MILL ASP PVM	SY	20000.000	0.41250	8250.00
0032	1330000000-E	INCIDENTAL M	SY	4000.000	0.82500	3300.00
0033	1491000000-E	ASP CONC BAS	TON	119070.000	5.00000	595350.00
0034	1503000000-E	ASP CONC INT	TON	90940.000	5.00000	454700.00
DBE COMMITMENT TOTAL FOR SUBCONTRACTOR:						1,418,983.30
DBE COMMITMENT TOTAL FOR VENDOR (SubContractor )						1,418,9

DBE SUBCONTRACTOR: 15755 GOSALIA CONCRETE CONSTRUCTORS INC.  
 Will Use Quote: Yes

0001	0000100000-N	MOBILIZATION	LS	1.000	1067.00000	1067.00
0162	8503000000-E	CONCRETE BAR	LF	953.370	73.50000	70072.70
DBE COMMITMENT TOTAL FOR SUBCONTRACTOR:						71,139.70
DBE COMMITMENT TOTAL FOR VENDOR (SubContractor )						71,139.

DBE SUBCONTRACTOR: 3230 HIATT & MASON ENTERPRISES INC  
 Will Use Quote: Yes

0150	8147000000-E	REINF CONCRE	SF	24600.000	11.11500	273429.00
0155	8217000000-E	REINF STEEL	LB	102904.000	0.83000	85410.32
0157	8238000000-E	SPIRAL COL R	LB	16572.000	1.42000	23532.24
0001	0000100000-N	MOBILIZATION	LS	1.000	2500.00000	2500.00
DBE COMMITMENT TOTAL FOR SUBCONTRACTOR:						384,871.56
DBE COMMITMENT TOTAL FOR VENDOR (SubContractor )						384,871

DBE SUBCONTRACTOR: 4906 W G LEWIS TRUCKING INC  
 Will Use Quote: Yes

0035	1523000000-E	ASP CONC SUR	TON	15860.000	5.00000	79300.00
0036	1524200000-E	ASP CONC SUR	TON	56730.000	5.00000	283650.00

LINE NO.	ITEM NO.	ITEM DESC.	UNIT TYPE	SUBCONTRACTOR QUANTITY	SUBCONTRACTOR UNIT PRICE	EXTENDED AMOUNT
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DBE COMMITMENT TOTAL FOR SUBCONTRACTOR:						362,950.00
DBE COMMITMENT TOTAL FOR VENDOR (SubContractor )						362,950

TOTAL DBE COMMITMENT FOR VENDOR:                      Entered:                      9.02% or                      5020182.96  
    Required:                      9.00% or                      5007721.85  
    <GOAL MET>

THIS PROPOSAL CONTAINS THE FOLLOWING ERRORS/WARNINGS (IF ANY)

This Bid contains 2 amendment files

00001 01-09-19 MODIFY ITEMS  
00002 01-10-19 STRUCTURE UPDATES

Electronic Bid Submission

By submitting this bid electronically, I hereby acknowledge that all requirements included in the hard copy proposal, addendum, amendments, plans, standard specifications, supplemental specifications and special provisions are part of the bid and contract. Further, I acknowledge that I have read, understand, accept, acknowledge and agree to comply with all statements in this electronic bid.

I Hereby certify that I have the authority to submit this bid.

Signature

Agency

Date

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## Contract Item Sheets For C204241

Line #	ItemNumber	Sec #	Description	Quantity Unit	Unit Bid Price	Amount Bid
<b>ROADWAY ITEMS</b>						
0001	0000100000-N	800	MOBILIZATION	Lump Sum LS	2,782,000.00	2,782,000.00
0002	0000400000-N	801	CONSTRUCTION SURVEYING	Lump Sum LS	300,000.00	300,000.00
0003	0001000000-E	200	CLEARING & GRUBBING .. ACRE(S)	Lump Sum LS	4,232,000.00	4,232,000.00
0004	0008000000-E	200	SUPPLEMENTARY CLEARING & GRUB- BING	1 ACR	15,000.00	15,000.00
0005	0022000000-E	225	UNCLASSIFIED EXCAVATION	103,100 CY	9.50	979,450.00
0006	0028000000-N	SP	TYPE I STANDARD APPROACH FILL STATION ***** (701+85.00-L-LT)	Lump Sum LS	48,000.00	48,000.00
0007	0028000000-N	SP	TYPE I STANDARD APPROACH FILL STATION ***** (702+82.00-L-RT)	Lump Sum LS	48,000.00	48,000.00
0008	0036000000-E	225	UNDERCUT EXCAVATION	396 CY	25.00	9,900.00
0009	0106000000-E	230	BORROW EXCAVATION	44,500 CY	17.00	756,500.00
0010	0134000000-E	240	DRAINAGE DITCH EXCAVATION	914 CY	3.50	3,199.00
0011	0156000000-E	250	REMOVAL OF EXISTING ASPHALT PAVEMENT	117,410 SY	7.00	821,870.00
0012	0170000000-E	SP	REMOVAL OF EXISTING CONCRETE PAVEMENT SLABS	3,560 SY	125.00	445,000.00
0013	0196000000-E	270	GEOTEXTILE FOR SOIL STABILIZA- TION	26,300 SY	2.00	52,600.00
0014	0314000000-E	SP	SELECT MATERIAL, CLASS ***** (IV)	882 TON	32.00	28,224.00
0015	0318000000-E	300	FOUNDATION CONDITIONING MATE- RIAL, MINOR STRUCTURES	640 TON	42.00	26,880.00
0016	0320000000-E	300	FOUNDATION CONDITIONING GEO- TEXTILE	2,010 SY	1.70	3,417.00
0017	0448200000-E	310	15" RC PIPE CULVERTS, CLASS IV	4,952 LF	64.00	316,928.00
0018	0448300000-E	310	18" RC PIPE CULVERTS, CLASS IV	8 LF	250.00	2,000.00

Line #	ItemNumber	Sec #	Description	Quantity Unit	Unit Bid Price	Amount Bid
0019	0448400000-E	310	24" RC PIPE CULVERTS, CLASS IV	8 LF	300.00	2,400.00
0020	0582000000-E	310	15" CS PIPE CULVERTS, 0.064" THICK	488 LF	90.00	43,920.00
0021	0588000000-E	310	18" CS PIPE CULVERTS, 0.064" THICK	88 LF	100.00	8,800.00
0022	0594000000-E	310	24" CS PIPE CULVERTS, 0.064" THICK	484 LF	105.00	50,820.00
0023	0636000000-E	310	*** CS PIPE ELBOWS, ***** THICK (15", 0.064")	30 EA	450.00	13,500.00
0024	0636000000-E	310	*** CS PIPE ELBOWS, ***** THICK (18", 0.064")	4 EA	500.00	2,000.00
0025	0636000000-E	310	*** CS PIPE ELBOWS, ***** THICK (24", 0.064")	22 EA	650.00	14,300.00
0026	0995000000-E	340	PIPE REMOVAL	1,927 LF	19.00	36,613.00
0027	1011000000-N	500	FINE GRADING	Lump Sum LS	850,000.00	850,000.00
0028	1099500000-E	505	SHALLOW UNDERCUT	12,900 CY	12.00	154,800.00
0029	1099700000-E	505	CLASS IV SUBGRADE STABILIZATION	17,200 TON	33.00	567,600.00
0030	1110000000-E	510	STABILIZER AGGREGATE	500 TON	35.00	17,500.00
0031	1297000000-E	607	MILLING ASPHALT PAVEMENT, ***** DEPTH (1-1/2")	20,000 SY	3.25	65,000.00
0032	1330000000-E	607	INCIDENTAL MILLING	4,000 SY	15.00	60,000.00
0033	1491000000-E	610	ASPHALT CONC BASE COURSE, TYPE B25.0C	119,070 TON	64.00	7,620,480.00
0034	1503000000-E	610	ASPHALT CONC INTERMEDIATE COURSE, TYPE I19.0C	90,940 TON	65.00	5,911,100.00
0035	1523000000-E	610	ASPHALT CONC SURFACE COURSE, TYPE S9.5C	15,860 TON	64.00	1,015,040.00

Line #	ItemNumber	Sec #	Description	Quantity Unit	Unit Bid Price	Amount Bid
0036	1524200000-E	610	ASPHALT CONC SURFACE COURSE, TYPE S9.5D	56,730 TON	66.00	3,744,180.00
0037	1575000000-E	620	ASPHALT BINDER FOR PLANT MIX	10,675 TON	775.00	8,273,125.00
0038	1577000000-E	620	POLYMER MODIFIED ASPHALT BIN- DER FOR PLANT MIX	3,235 TON	1,000.00	3,235,000.00
0039	1840000000-E	665	MILLED RUMBLE STRIPS (ASPHALT CONCRETE)	137,250 LF	0.10	13,725.00
0040	1880000000-E	SP	GENERIC PAVING ITEM AGGREGATE BASE COURSE FOR BACKFILL	906 TON	75.00	67,950.00
0041	1891000000-E	SP	GENERIC PAVING ITEM 8" CONTINUOUSLY REINFORCED CONCRETE REPAIR	3,660 SY	400.00	1,464,000.00
0042	1891500000-N	SP	GENERIC PAVING ITEM 10" CONCRETE SLEEPER SLAB	Lump Sum LS	70,000.00	70,000.00
0043	2099000000-E	816	SHOULDER DRAIN	30,400 LF	7.70	234,080.00
0044	2110000000-E	816	4" SHOULDER DRAIN PIPE	30,400 LF	1.80	54,720.00
0045	2121000000-E	816	4" OUTLET PIPE FOR SHOULDER DRAINS	2,810 LF	9.20	25,852.00
0046	2132000000-N	816	CONCRETE PAD FOR SHOULDER DRAIN PIPE OUTLET	80 EA	310.00	24,800.00
0047	2190000000-N	828	TEMPORARY STEEL PLATE COVERS FOR MASONRY DRAINAGE STRUCTURE	6 EA	1,600.00	9,600.00
0048	2253000000-E	840	PIPE COLLARS	0.999 CY	1,500.00	1,498.50
0049	2286000000-N	840	MASONRY DRAINAGE STRUCTURES	58 EA	1,450.00	84,100.00
0050	2308000000-E	840	MASONRY DRAINAGE STRUCTURES	0.4 LF	1,400.00	560.00
0051	2364200000-N	840	FRAME WITH TWO GRATES, STD 840.20	4 EA	600.00	2,400.00
0052	2365000000-N	840	FRAME WITH TWO GRATES, STD 840.22	6 EA	600.00	3,600.00

Line #	ItemNumber	Sec #	Description	Quantity Unit	Unit Bid Price	Amount Bid
0053	2407000000-N	840	STEEL FRAME WITH TWO GRATES, STD 840.37	48 EA	1,250.00	60,000.00
0054	2556000000-E	846	SHOULDER BERM GUTTER	144 LF	35.00	5,040.00
0055	2577000000-E	846	CONCRETE EXPRESSWAY GUTTER	8,690 LF	30.00	260,700.00
0056	2815000000-N	858	ADJUSTMENT OF DROP INLETS	4 EA	1,250.00	5,000.00
0057	3030000000-E	862	STEEL BEAM GUARDRAIL	28,550 LF	17.00	485,350.00
0058	3150000000-N	862	ADDITIONAL GUARDRAIL POSTS	20 EA	26.00	520.00
0059	3210000000-N	862	GUARDRAIL END UNITS, TYPE CAT-1	30 EA	585.00	17,550.00
0060	3287000000-N	SP	GUARDRAIL END UNITS, TYPE TL-3	47 EA	2,640.00	124,080.00
0061	3317000000-N	SP	GUARDRAIL ANCHOR UNITS, TYPE B-77	8 EA	1,625.00	13,000.00
0062	3347000000-E	864	REMOVE & RESET EXISTING GUIDE- RAIL	1,000 LF	4.60	4,600.00
0063	3360000000-E	863	REMOVE EXISTING GUARDRAIL	31,144 LF	0.75	23,358.00
0064	3365000000-E	863	REMOVE EXISTING GUIDERAIL	4,000 LF	2.05	8,200.00
0065	3380000000-E	862	TEMPORARY STEEL BEAM GUARDRAIL	4,000 LF	6.10	24,400.00
0066	3389150000-N	SP	TEMPORARY GUARDRAIL END UNITS, TYPE ***** (TL-3)	10 EA	1,780.00	17,800.00
0067	3389200000-E	865	CABLE GUIDERAIL	4,000 LF	7.40	29,600.00
0068	3389500000-N	865	ADDITIONAL GUIDERAIL POSTS	10 EA	51.00	510.00
0069	3389600000-N	865	CABLE GUIDERAIL ANCHOR UNITS	12 EA	1,830.00	21,960.00
0070	3436000000-N	862	GENERIC GUARDRAIL ITEM TEMPORARY GUARDRAIL END UNITS, TYPE CAT-1	10 EA	510.00	5,100.00
0071	3503000000-E	866	WOVEN WIRE FENCE, 47" FABRIC	1,030 LF	4.60	4,738.00

## Contract Item Sheets For C204241

Line #	ItemNumber	Sec #	Description	Quantity Unit	Unit Bid Price	Amount Bid
0072	3509000000-E	866	4" TIMBER FENCE POSTS, 7'-6" LONG	75 EA	26.00	1,950.00
0073	3515000000-E	866	5" TIMBER FENCE POSTS, 8'-0" LONG	8 EA	46.00	368.00
0074	3595000000-E	869	RELAPPING GUARDRAIL	6,427 LF	2.05	13,175.35
0075	3628000000-E	876	RIP RAP, CLASS I	1,020 TON	58.00	59,160.00
0076	3635000000-E	876	RIP RAP, CLASS II	105 TON	49.00	5,145.00
0077	3649000000-E	876	RIP RAP, CLASS B	170 TON	55.00	9,350.00
0078	3656000000-E	876	GEOTEXTILE FOR DRAINAGE	2,820 SY	2.00	5,640.00
0079	4400000000-E	1110	WORK ZONE SIGNS (STATIONARY)	546 SF	6.50	3,549.00
0080	4402000000-E	SP	HIGH VISIBILITY STATIONARY SIGNS	924 SF	9.50	8,778.00
0081	4407000000-E	SP	HIGH VISIBILITY PORTABLE SIGNS	384 SF	10.00	3,840.00
0082	4410000000-E	1110	WORK ZONE SIGNS (BARRICADE MOUNTED)	50 SF	6.00	300.00
0083	4415000000-N	1115	FLASHING ARROW BOARD	6 EA	2,300.00	13,800.00
0084	4420000000-N	1120	PORTABLE CHANGEABLE MESSAGE SIGN	4 EA	11,500.00	46,000.00
0085	4422000000-N	1120	PORTABLE CHANGEABLE MESSAGE SIGN (SHORT TERM)	60 DAY	50.00	3,000.00
0086	4423000000-N	SP	WORK ZONE DIGITAL SPEED LIMIT SIGNS	8 EA	4,200.00	33,600.00
0087	4432000000-N	SP	HIGH VISIBILITY DRUMS	150 EA	62.00	9,300.00
0088	4434000000-N	SP	SEQUENTIAL FLASHING WARNING LIGHTS	24 EA	135.00	3,240.00
0089	4445000000-E	1145	BARRICADES (TYPE III)	96 LF	25.00	2,400.00
0090	4465000000-N	1160	TEMPORARY CRASH CUSHIONS	2 EA	8,800.00	17,600.00



## Contract Item Sheets For C204241

Line #	ItemNumber	Sec #	Description	Quantity Unit	Unit Bid Price	Amount Bid
0091	4470000000-N	1160	REMOVE & RESET TEMPORARY CRASH CUSHION	13 EA	3,000.00	39,000.00
0092	4480000000-N	1165	TMA	2 EA	30,000.00	60,000.00
0093	4485000000-E	1170	PORTABLE CONCRETE BARRIER	16,645 LF	23.00	382,835.00
0094	4500000000-E	1170	REMOVE & RESET PORTABLE CONCRETE BARRIER	69,325 LF	4.50	311,962.50
0095	4510000000-N	1190	LAW ENFORCEMENT	1,653 HR	65.00	107,445.00
0096	4516000000-N	1180	SKINNY DRUM	100 EA	30.00	3,000.00
0097	4589000000-N	SP	GENERIC TRAFFIC CONTROL ITEM PORTABLE QUEUE WARNING SYSTEM DEPLOYMENT	Lump Sum LS	210,000.00	210,000.00
0098	4600000000-N	SP	GENERIC TRAFFIC CONTROL ITEM CONNECTED LANE CLOSURE DEVICE	4 EA	7,200.00	28,800.00
0099	4609000000-N	SP	GENERIC TRAFFIC CONTROL ITEM PORTABLE QUEUE WARNING SYSTEM	2,200 DAY	70.00	154,000.00
0100	4650000000-N	1251	TEMPORARY RAISED PAVEMENT MARKERS	1,131 EA	7.15	8,086.65
0101	4725000000-E	1205	THERMOPLASTIC PAVEMENT MARKING SYMBOL (90 MILS)	6 EA	865.00	5,190.00
0102	4845000000-N	1205	PAINT PAVEMENT MARKING SYMBOL	18 EA	127.00	2,286.00
0103	4847020000-E	1205	POLYUREA PAVEMENT MARKING LINES (4", 30 MILS)	625 LF	1.05	656.25
0104	4847040000-E	1205	POLYUREA PAVEMENT MARKING LINES (6", 30 MILS)	157,731 LF	1.55	244,483.05
0105	4847080000-E	1205	POLYUREA PAVEMENT MARKING LINES (12", 30 MILS)	3,300 LF	3.05	10,065.00
0106	4847400000-E	SP	WORK ZONE PERFORMANCE PAVEMENT MARKING LINES, 4"	1,250 LF	1.05	1,312.50
0107	4847500000-E	SP	WORK ZONE PERFORMANCE PAVEMENT MARKING LINES, 6"	911,455 LF	1.05	957,027.75

Line #	ItemNumber	Sec #	Description	Quantity Unit	Unit Bid Price	Amount Bid
0108	4847600000-E	SP	WORK ZONE PERFORMANCE PAVEMENT MARKING LINES, 12"	2,000 LF	2.05	4,100.00
0109	4848000000-E	SP	WORK ZONE TRAFFIC PATTERN MASKING	1,432,200 SF	0.50	716,100.00
0110	4900000000-N	1251	PERMANENT RAISED PAVEMENT MARKERS	9 EA	105.00	945.00
0111	4905000000-N	1253	SNOWPLOWABLE PAVEMENT MARKERS	1,037 EA	30.00	31,110.00
0112	6000000000-E	1605	TEMPORARY SILT FENCE	16,775 LF	2.55	42,776.25
0113	6006000000-E	1610	STONE FOR EROSION CONTROL, CLASS A	125 TON	55.00	6,875.00
0114	6009000000-E	1610	STONE FOR EROSION CONTROL, CLASS B	1,720 TON	65.00	111,800.00
0115	6012000000-E	1610	SEDIMENT CONTROL STONE	845 TON	45.00	38,025.00
0116	6015000000-E	1615	TEMPORARY MULCHING	82 ACR	1,250.00	102,500.00
0117	6018000000-E	1620	SEED FOR TEMPORARY SEEDING	3,100 LB	6.20	19,220.00
0118	6021000000-E	1620	FERTILIZER FOR TEMPORARY SEEDING	16 TON	1,250.00	20,000.00
0119	6024000000-E	1622	TEMPORARY SLOPE DRAINS	970 LF	10.00	9,700.00
0120	6029000000-E	SP	SAFETY FENCE	200 LF	2.60	520.00
0121	6030000000-E	1630	SILT EXCAVATION	1,980 CY	6.00	11,880.00
0122	6036000000-E	1631	MATTING FOR EROSION CONTROL	98,750 SY	1.60	158,000.00
0123	6037000000-E	SP	COIR FIBER MAT	100 SY	4.20	420.00
0124	6070000000-N	1639	SPECIAL STILLING BASINS	1 EA	500.00	500.00
0125	6071012000-E	SP	COIR FIBER WATTLE	2,500 LF	11.00	27,500.00
0126	6071030000-E	1640	COIR FIBER BAFFLE	535 LF	6.10	3,263.50

## Contract Item Sheets For C204241

Line #	ItemNumber	Sec #	Description	Quantity Unit	Unit Bid Price	Amount Bid
0127	6084000000-E	1660	SEEDING & MULCHING	45 ACR	2,005.00	90,225.00
0128	6087000000-E	1660	MOWING	54 ACR	103.00	5,562.00
0129	6090000000-E	1661	SEED FOR REPAIR SEEDING	1,250 LB	6.20	7,750.00
0130	6093000000-E	1661	FERTILIZER FOR REPAIR SEEDING	2 TON	1,650.00	3,300.00
0131	6096000000-E	1662	SEED FOR SUPPLEMENTAL SEEDING	1,125 LB	4.20	4,725.00
0132	6108000000-E	1665	FERTILIZER TOPDRESSING	34 TON	1,450.00	49,300.00
0133	6111000000-E	SP	IMPERVIOUS DIKE	75 LF	16.00	1,200.00
0134	6114500000-N	1667	SPECIALIZED HAND MOWING	105 MHR	36.00	3,780.00
0135	6117000000-N	SP	RESPONSE FOR EROSION CONTROL	150 EA	150.00	22,500.00
0136	6117500000-N	SP	CONCRETE WASHOUT STRUCTURE	6 EA	1,200.00	7,200.00

Line #	ItemNumber	Sec #	Description	Quantity Unit	Unit Bid Price	Amount Bid
0137	8017000000-N	SP	CONSTRUCTION, MAINTENANCE, & REMOVAL OF TEMP ACCESS AT STA ***** (701+85.00-L-LT)	Lump Sum LS	50,000.00	50,000.00
0138	8017000000-N	SP	CONSTRUCTION, MAINTENANCE, & REMOVAL OF TEMP ACCESS AT STA ***** (702+82.00-L-RT)	Lump Sum LS	60,000.00	60,000.00
0139	8021000000-N	SP	REMOVAL OF EXISTING STRUCTURE AT STATION ***** (701+85.00-L-LT)	Lump Sum LS	170,000.00	170,000.00
0140	8021000000-N	SP	REMOVAL OF EXISTING STRUCTURE AT STATION ***** (702+82.00-L-RT)	Lump Sum LS	170,000.00	170,000.00
0141	8065000000-N	SP	ASBESTOS ASSESSMENT	Lump Sum LS	10,000.00	10,000.00
0142	8105500000-E	411	***-***" DIA DRILLED PIERS IN SOIL (4'-6")	370 LF	960.00	355,200.00
0143	8105600000-E	411	***-***" DIA DRILLED PIERS NOT IN SOIL (4'-6")	123 LF	875.00	107,625.00
0144	8111000000-E	411	PERMANENT STEEL CASING FOR ***-***" DIA DRILLED PIER (4'-6")	222 LF	320.00	71,040.00
0145	8113000000-N	411	SID INSPECTIONS	9 EA	1,100.00	9,900.00
0146	8114000000-N	411	SPT TESTING	18 EA	1,100.00	19,800.00
0147	8115000000-N	411	CSL TESTING	2 EA	20,000.00	40,000.00
0148	8121000000-N	412	UNCLASSIFIED STRUCTURE EXCAVA- TION AT STATION ***** (701+85.00-L-LT)	Lump Sum LS	40,000.00	40,000.00
0149	8121000000-N	412	UNCLASSIFIED STRUCTURE EXCAVA- TION AT STATION ***** (702+82.00-L-RT)	Lump Sum LS	20,000.00	20,000.00
0150	8147000000-E	420	REINFORCED CONCRETE DECK SLAB	24,600 SF	36.00	885,600.00
0151	8161000000-E	420	GROOVING BRIDGE FLOORS	39,960 SF	0.65	25,974.00

Line #	ItemNumber	Sec #	Description	Quantity Unit	Unit Bid Price	Amount Bid
0152	8182000000-E	420	CLASS A CONCRETE (BRIDGE)	310.8 CY	675.00	209,790.00
0153	8210000000-N	422	BRIDGE APPROACH SLABS, STATION ***** (701+85.00-L-LT)	Lump Sum LS	60,000.00	60,000.00
0154	8210000000-N	422	BRIDGE APPROACH SLABS, STATION ***** (702+82.00-L-RT)	Lump Sum LS	60,000.00	60,000.00
0155	8217000000-E	425	REINFORCING STEEL (BRIDGE)	102,904 LB	1.10	113,194.40
0157	8238000000-E	425	SPIRAL COLUMN REINFORCING STEEL (BRIDGE)	16,572 LB	1.80	29,829.60
0158	8280000000-E	440	APPROX ..... LBS STRUCTURAL STEEL	987,535 LS	1,794,000.00	1,794,000.00
0159	8296000000-N	442	POLLUTION CONTROL	Lump Sum LS	6,000.00	6,000.00
0160	8328200000-E	450	PILE DRIVING EQUIPMENT SETUP FOR *** STEEL PILES (HP12X53)	32 EA	3,000.00	96,000.00
0161	8364000000-E	450	HP12X53 STEEL PILES	1,270 LF	49.00	62,230.00
0162	8503000000-E	460	CONCRETE BARRIER RAIL	953.37 LF	115.00	109,637.55
0163	8559000000-E	SP	CLASS II, SURFACE PREPARATION	59.2 SY	410.00	24,272.00
0164	8566000000-E	SP	CLASS III, SURFACE PREPARATION	0.5 SY	820.00	410.00
0165	8608000000-E	876	RIP RAP CLASS II (2'-0" THICK)	1,390 TON	75.00	104,250.00
0166	8622000000-E	876	GEOTEXTILE FOR DRAINAGE	1,350 SY	2.30	3,105.00
0167	8657000000-N	430	ELASTOMERIC BEARINGS	Lump Sum LS	29,000.00	29,000.00
0168	8660000000-E	SP	CONCRETE REPAIRS	12.9 CF	550.00	7,095.00
0169	8664000000-E	SP	SHOTCRETE REPAIRS	333.9 CF	450.00	150,255.00
0170	8678000000-E	SP	EPOXY RESIN INJECTION	346.6 LF	130.00	45,058.00

## Contract Item Sheets For C204241

Line #	ItemNumber	Sec #	Description	Quantity Unit	Unit Bid Price	Amount Bid
0171	8860000000-N	SP	GENERIC STRUCTURE ITEM PAINTING CONTAINMENT FOR BRIDGE #18	Lump Sum LS	24,000.00	24,000.00
0172	8860000000-N	SP	GENERIC STRUCTURE ITEM SPOT PAINTING OF STEEL STRUCTURE REPAIR AREAS	Lump Sum LS	17,000.00	17,000.00
0173	8860000000-N	SP	GENERIC STRUCTURE ITEM VOLUMETRIC MIXER	Lump Sum LS	5,500.00	5,500.00
0174	8867000000-E	SP	GENERIC STRUCTURE ITEM FOAM JOINT SEALS FOR PRESERVATION	162 LF	100.00	16,200.00
0175	8881000000-E	SP	GENERIC STRUCTURE ITEM LATEX MODIFIED CONC OVERLAY - VERY EARLY STRENGTH	85.5 CY	1,550.00	132,525.00
0176	8882000000-E	SP	GENERIC STRUCTURE ITEM CONCRETE FOR DECK REPAIR	177.6 CF	115.00	20,424.00
0177	8882000000-E	SP	GENERIC STRUCTURE ITEM ELASTOMERIC CONCRETE FOR PRESERVATION	40.5 CF	600.00	24,300.00
0178	8889000000-E	SP	GENERIC STRUCTURE ITEM BEAM REPAIR	885 LB	115.00	101,775.00
0179	8892000000-E	SP	GENERIC STRUCTURE ITEM BRIDGE JOINT DEMOLITION	162 SF	70.00	11,340.00
0180	8892000000-E	SP	GENERIC STRUCTURE ITEM CONCRETE WORK FOR JOINT REPLACEMENT	162 SF	80.00	12,960.00
0181	8892000000-E	SP	GENERIC STRUCTURE ITEM EPOXY COATING	789 SF	30.00	23,670.00
0182	8893000000-E	SP	GENERIC STRUCTURE ITEM HYDRO-DEMOLITION OF BRIDGE DECK	1,435 SY	60.00	86,100.00
0183	8893000000-E	SP	GENERIC STRUCTURE ITEM PLACING & FINISHING OF LATEX MOD CONC OVERLAY - VERY EARLY STRENGTH	1,435 SY	95.00	136,325.00
0184	8893000000-E	SP	GENERIC STRUCTURE ITEM SCARIFYING BRIDGE DECK	1,435 SY	26.00	37,310.00

## Contract Item Sheets For C204241

Line #	ItemNumber	Sec #	Description	Quantity Unit	Unit Bid Price	Amount Bid
0185	8897000000-N	SP	GENERIC STRUCTURE ITEM CLEANING & PAINTING EXISTING BEARINGS WITH HRCSA	64 EA	850.00	54,400.00
0186	8897000000-N	SP	GENERIC STRUCTURE ITEM TYPE I BRIDGE JACKING BRIDGE #18	2 EA	2,800.00	5,600.00
<b>TOTAL AMOUNT OF BID FOR ENTIRE PROJECT</b>						<b>\$55,641,353.85</b>

1159/Feb07/Q4876535.869/D857789932000/E185

**EXECUTION OF BID  
NON-COLLUSION AFFIDAVIT, DEBARMENT CERTIFICATION AND GIFT BAN CERTIFICATION  
CORPORATION**

The person executing the bid, on behalf of the Bidder, being duly sworn, solemnly swears (or affirms) that neither he, nor any official, agent or employee of the bidder 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 any bid or contract, that the bidder has not been convicted of violating *N.C.G.S. § 133-24* within the last three years, and that the Bidder intends to do the work with its own bonafide employees or subcontractors and is not bidding for the benefit of another contractor.

In addition, execution of this bid in the proper manner also constitutes the Bidder's certification of status under penalty of perjury under the laws of the United States in accordance with the Debarment Certification attached, provided that the Debarment Certification also includes any required statements concerning exceptions that are applicable.

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

**SIGNATURE OF CONTRACTOR**

Flatiron Constructors, Inc.

Full name of Corporation

860 Aviation Parkway, Suite 1000 Morrisville, NC 27560

Address as Prequalified

Attest Bernie H. Herrmann  
~~Secretary~~/Assistant Secretary  
Select appropriate title

By Ted Kirk  
~~President~~/Vice President/Assistant Vice President  
Select appropriate title

Bernie H. Herrmann

Print or type Signer's name

Ted Kirk

Print or type Signer's name



**AFFIDAVIT MUST BE NOTARIZED**

Subscribed and sworn to before me this the

13<sup>th</sup> day of February 2019

Shelly R McCarron  
Signature of Notary Public

of Broomfield County

State of Colorado

My Commission Expires: July 22, 2022

**NOTARY SEAL**

SHELLY R McCARRON  
NOTARY PUBLIC  
STATE OF COLORADO  
NOTARY ID 19964013496  
MY COMMISSION EXPIRES JULY 22, 2022



C201241

Davie

**DEBARMENT CERTIFICATION**

Conditions for certification:

1. The prequalified bidder shall provide immediate written notice to the Department if at any time the bidder learns that his certification was erroneous when he submitted his debarment certification or explanation filed 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 prequalified bidder 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 prequalified bidder 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 prequalified bidder 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 bidder 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 6 herein, the Department may terminate any contract if the bidder 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.

C204241

Davie

**DEBARMENT CERTIFICATION**

The prequalified bidder certifies to the best of his knowledge and belief, that he and his principals:

- a. Are not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from covered transactions by any Federal department or agency;
- b. Have not within a three-year period preceding this proposal been convicted of or had a civil judgment rendered against them for commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (Federal, State or local) transaction or contract under a public transaction; violation of Federal or State antitrust statutes or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records; making false statements; or receiving stolen property;
- c. Are not presently indicted for or otherwise criminally or civilly charged by a governmental entity (Federal, State or local) with commission of any of the offenses enumerated in paragraph b. of this certification; and
- d. Have not within a three-year period preceding this proposal had one or more public transactions (Federal, State or local) terminated for cause or default.
- e. Will submit a revised Debarment Certification immediately if his status changes and will show in his bid proposal an explanation for the change in status.

If the prequalified bidder 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 and debarment certification will result in the prequalified bidder's bid being considered non-responsive.

Check here if an explanation is attached to this certification.

Contract No. C204241

County (ies): Davie

ACCEPTED BY THE  
DEPARTMENT OF TRANSPORTATION

DocuSigned by:  
*Ronald E. Davenport, Jr.*  
F81B6038A47A442...  
Contract Officer

2/19/2019

Date

Execution of Contract and Bonds  
Approved as to Form:

DocuSigned by:  
*Charlbert C. Stone*  
E7F92784822C49C...  
Attorney General

2/19/2019

Date

Contract No. C204241  
County Davie

Rev 5-17-11

### CONTRACT PAYMENT BOND

Date of Payment Bond Execution February 7, 2019

Name of Principal Contractor Flatiron Constructors, Inc.

Name of Surety: Liberty Mutual Insurance Company, Travelers Casualty and Surety Company of America, Fidelity and Deposit Company of Maryland, Zurich American Insurance Company, Federal Insurance Company, The Continental Insurance Company, Berkshire Hathaway Specialty Insurance Company

Name of Contracting Body: North Carolina Department of Transportation

Raleigh, North Carolina

Amount of Bond: Fifty Five Million Six Hundred Forty One Thousand Three Hundred Fifty Three 00/85 Dollars (\$55,641,353.85)

Contract ID No.: C204241

County Name: Davie

KNOW ALL MEN BY THESE PRESENTS, That we, the PRINCIPAL CONTRACTOR (hereafter, PRINCIPAL) and SURETY above named, are held and firmly bound unto the above named Contracting Body, hereinafter called the Contracting Body, in the penal sum of the amount stated above for the payment of which sum well and truly to be made, we bind ourselves, our heirs, executors, administrators, and successors, jointly and severally, firmly by these presents.

THE CONDITION OF THIS OBLIGATION IS SUCH, that whereas the principal entered into a certain contract with the Contracting Body, numbered as shown above and hereto attached:

NOW THEREFORE, if the principal shall promptly make payment to all persons supplying labor and material in the prosecution of the work provided for in said contract, and any and all duly authorized modifications of said contract that may hereafter be made, notice of which modifications to the surety being hereby waived, then this obligation to be void; otherwise to remain in full force and virtue.

IN WITNESS WHEREOF, the above-bound parties have executed this instrument under their several seals on the date indicated above, the name and corporate seal of each corporate party being hereto affixed and these presents duly signed by its undersigned representative, pursuant to authority of its governing body.

Contract No.  
County

C204241  
Davie

Rev 5-17-11

**CONTRACT PAYMENT BOND**

Liberty Mutual Insurance Company, Travelers Casualty and Surety Company of America, Fidelity and Deposit Company of Maryland, Zurich American Insurance Company, Federal Insurance Company, The Continental Insurance Company, Berkshire Hathaway Specialty Insurance Company

*Affix Seal of Surety Company*

Print or type Surety Company Name

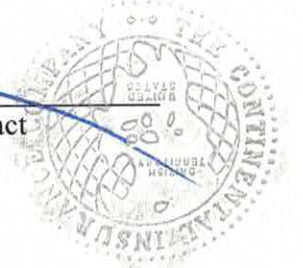
By Elliott W. Wolfe

Print, stamp or type name of Attorney-in-Fact



*[Handwritten Signature]*

Signature of Attorney-in-Fact



*[Handwritten Signature]*

Signature of Witness

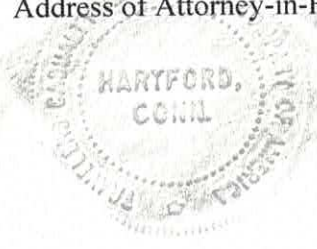
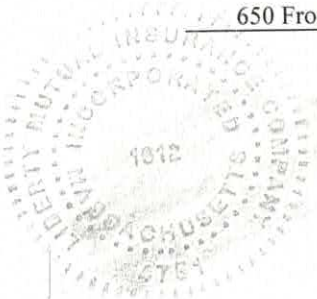


Maria L. Spadaccini  
Print or type Signer's name



650 From Road, Suite 295, Paramus, NJ 07652

Address of Attorney-in-Fact



Contract No. C-204241  
County Davie

Rev 5-17-11

**CONTRACT PAYMENT BOND**  
**CORPORATION**

SIGNATURE OF CONTRACTOR (Principal)

Flatiron Constructors, Inc.

Full name of Corporation

860 Aviation Parkway, Suite 1000 Morrisville, NC 27560

Address as prequalified

By Ted Kirk  
Signature of ~~President~~, Vice President, ~~Assistant Vice President~~  
Select appropriate title

Ted Kirk

Print or type Signer's name



*Affix Corporate Seal*

Attest Bernie H. Herrmann  
Signature of ~~Secretary~~, Assistant Secretary  
Select appropriate title

Bernie H. Herrmann

Print or type Signer's name

CORPORATE ACKNOWLEDGMENT

Form 152

STATE OF North Carolina  
COUNTY OF Wake

On this 12<sup>th</sup> day of February, 2019, before me personally  
came Ted Kirk to me known, who, being by me  
duly sworn, did depose and say that she/he resides in Hillsborough, NC  
that she/he is the Vice President of the

Flatiron Constructors, Inc the corporation

described in and which executed the above instrument that she/he knows the seal of said  
corporation; that the seal affixed to said instrument is such corporate seal; that it was so  
affixed by order of the Board of Directors of said corporation, and that she/he signed  
her/his name thereto by like order.

(SEAL)

  
\_\_\_\_\_  
MARIA COELHO  


**CORPORATE ACKNOWLEDGMENT**

Form 152

STATE OF NEW JERSEY  
COUNTY OF BERGEN

On this 7th day of February, 2019 before me personally came Elliott W. Wolffe to me known, who, being by me duly sworn, did depose and say that she/he resides in Livingston, New Jersey that she/he is the ATTORNEY IN FACT of the LIBERTY MUTUAL INSURANCE COMPANY, TRAVELERS CASUALTY AND SURETY COMPANY OF AMERICA, FIDELITY AND DEPOSIT COMPANY OF MARYLAND, ZURICH AMERICAN INSURANCE COMPANY, FEDERAL INSURANCE COMPANY, THE CONTINENTAL INSURANCE COMPANY, BERKSHIRE HATHAWAY SPECIALTY INSURANCE COMPANY, the corporation described in and which executed the above instrument that she/he knows the seal of said corporation; that the seal affixed to said instrument is such corporate seal; that it was so affixed by order of the Board of Directors of said corporation, and that she/he signed her/his name thereto by like order.



*Charo J. Rosemond*

**Charo J. Rosemond**  
**Notary Public of New Jersey**  
**Comm. # 50062328**  
**My Commission Expires 6/13/2022**





LIBERTY MUTUAL INSURANCE COMPANY  
FINANCIAL STATEMENT — DECEMBER 31, 2017

<b>Assets</b>		<b>Liabilities</b>	
Cash and Bank Deposits.....	\$370,003,299	Unearned Premiums.....	\$7,503,154,587
*Bonds — U.S Government.....	1,331,664,975	Reserve for Claims and Claims Expense.....	19,658,731,454
*Other Bonds.....	11,127,053,004	Funds Held Under Reinsurance Treaties.....	224,693,828
*Stocks.....	16,367,850,688	Reserve for Dividends to Policyholders.....	967,520
Real Estate.....	272,895,626	Additional Statutory Reserve.....	52,491,027
Agents' Balances or Uncollected Premiums.....	5,258,657,823	Reserve for Commissions, Taxes and Other Liabilities.....	<u>4,049,392,852</u>
Accrued Interest and Rents.....	100,341,596	<b>Total.....</b>	<b>\$31,489,431,268</b>
Other Admitted Assets.....	<u>11,192,287,530</u>	Special Surplus Funds.....	\$176,230,822
		Capital Stock.....	10,000,000
		Paid in Surplus.....	9,484,316,385
		Unassigned Surplus.....	4,860,776,066
<b>Total Admitted Assets.....</b>	<b><u>\$46,020,754,541</u></b>	<b>Surplus to Policyholders.....</b>	<b><u>14,531,323,273</u></b>
		<b>Total Liabilities and Surplus.....</b>	<b><u>\$46,020,754,541</u></b>



\* Bonds are stated at amortized or investment value; Stocks at Association Market Values.  
The foregoing financial information is taken from Liberty Mutual Insurance Company's financial statement filed with the state of Massachusetts Department of Insurance.

I, TIM MIKOLAJEWSKI, Assistant Secretary of Liberty Mutual Insurance Company, do hereby certify that the foregoing is a true, and correct statement of the Assets and Liabilities of said Corporation, as of December 31, 2017, to the best of my knowledge and belief.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed the seal of said Corporation at Seattle, Washington, this 16<sup>th</sup> day of March, 2018.

*T. Mikolajewski*

\_\_\_\_\_  
Assistant Secretary



This Power of Attorney limits the acts of those named herein, and they have no authority to bind the Company except in the manner and to the extent herein stated.

Liberty Mutual Insurance Company
The Ohio Casualty Insurance Company
West American Insurance Company

Certificate No: 8196935

POWER OF ATTORNEY

KNOWN ALL PERSONS BY THESE PRESENTS: That The Ohio Casualty Insurance Company is a corporation duly organized under the laws of the State of New Hampshire, that Liberty Mutual Insurance Company is a corporation duly organized under the laws of the State of Massachusetts, and West American Insurance Company is a corporation duly organized under the laws of the State of Indiana (herein collectively called the "Companies"), pursuant to and by authority herein set forth, does hereby name, constitute and appoint, Sherryanne M. DePirro, Mary R. McKee, Vincent C. Miseo, Lisa M. Scavetta, Maria L. Spadaccini, Nicholas F. Walsh, Elliott W. Wolffe

all of the city of Paramus state of NJ each individually if there be more than one named, its true and lawful attorney-in-fact to make, execute, seal, acknowledge and deliver, for and on its behalf as surety and as its act and deed, any and all undertakings, bonds, recognizances and other surety obligations, in pursuance of these presents and shall be as binding upon the Companies as if they have been duly signed by the president and attested by the secretary of the Companies in their own proper persons.

IN WITNESS WHEREOF, this Power of Attorney has been subscribed by an authorized officer or official of the Companies and the corporate seals of the Companies have been affixed thereto this 2nd day of October, 2018.



Liberty Mutual Insurance Company
The Ohio Casualty Insurance Company
West American Insurance Company

By: David M. Carey, Assistant Secretary

Not valid for mortgage, note, loan, letter of credit, currency rate, interest rate or residual value guarantees.

State of PENNSYLVANIA ss
County of MONTGOMERY

On this 2nd day of October, 2018 before me personally appeared David M. Carey, who acknowledged himself to be the Assistant Secretary of Liberty Mutual Insurance Company, The Ohio Casualty Company, and West American Insurance Company, and that he, as such, being authorized so to do, execute the foregoing instrument for the purposes therein contained by signing on behalf of the corporations by himself as a duly authorized officer.

IN WITNESS WHEREOF, I have hereunto subscribed my name and affixed my notarial seal at King of Prussia, Pennsylvania, on the day and year first above written.



COMMONWEALTH OF PENNSYLVANIA
Notarial Seal
Teresa Pastella, Notary Public
Upper Merion Twp., Montgomery County
My Commission Expires March 28, 2021
Member, Pennsylvania Association of Notaries

By: Teresa Pastella, Notary Public

This Power of Attorney is made and executed pursuant to and by authority of the following By-laws and Authorizations of The Ohio Casualty Insurance Company, Liberty Mutual Insurance Company, and West American Insurance Company which resolutions are now in full force and effect reading as follows:

ARTICLE IV - OFFICERS: Section 12. Power of Attorney.

Any officer or other official of the Corporation authorized for that purpose in writing by the Chairman or the President, and subject to such limitation as the Chairman or the President may prescribe, shall appoint such attorneys-in-fact, as may be necessary to act in behalf of the Corporation to make, execute, seal, acknowledge and deliver as surety any and all undertakings, bonds, recognizances and other surety obligations. Such attorneys-in-fact, subject to the limitations set forth in their respective powers of attorney, shall have full power to bind the Corporation by their signature and execution of any such instruments and to attach thereto the seal of the Corporation. When so executed, such instruments shall be as binding as if signed by the President and attested to by the Secretary. Any power or authority granted to any representative or attorney-in-fact under the provisions of this article may be revoked at any time by the Board, the Chairman, the President or by the officer or officers granting such power or authority.

ARTICLE XIII - Execution of Contracts: Section 5. Surety Bonds and Undertakings.

Any officer of the Company authorized for that purpose in writing by the chairman or the president, and subject to such limitations as the chairman or the president may prescribe, shall appoint such attorneys-in-fact, as may be necessary to act in behalf of the Company to make, execute, seal, acknowledge and deliver as surety any and all undertakings, bonds, recognizances and other surety obligations. Such attorneys-in-fact subject to the limitations set forth in their respective powers of attorney, shall have full power to bind the Company by their signature and execution of any such instruments and to attach thereto the seal of the Company. When so executed such instruments shall be as binding as if signed by the president and attested by the secretary.

Certificate of Designation - The President of the Company, acting pursuant to the Bylaws of the Company, authorizes David M. Carey, Assistant Secretary to appoint such attorneys-in-fact as may be necessary to act on behalf of the Company to make, execute, seal, acknowledge and deliver as surety any and all undertakings, bonds, recognizances and other surety obligations.

Authorization - By unanimous consent of the Company's Board of Directors, the Company consents that facsimile or mechanically reproduced signature of any assistant secretary of the Company, wherever appearing upon a certified copy of any power of attorney issued by the Company in connection with surety bonds, shall be valid and binding upon the Company with the same force and effect as though manually affixed.

I, Renee C. Llewellyn, the undersigned, Assistant Secretary, The Ohio Casualty Insurance Company, Liberty Mutual Insurance Company, and West American Insurance Company do hereby certify that the original power of attorney of which the foregoing is a full, true and correct copy of the Power of Attorney executed by said Companies, is in full force and effect and has not been revoked.

IN TESTIMONY WHEREOF, I have hereunto set my hand and affixed the seals of said Companies this 7th day of February, 2019.



By: Renee C. Llewellyn, Assistant Secretary

To confirm the validity of this Power of Attorney call 1-610-832-8240 between 9:00 am and 4:30 pm EST on any business day.

TRAVELERS CASUALTY AND SURETY COMPANY OF AMERICA

HARTFORD, CONNECTICUT 06183

FINANCIAL STATEMENT AS OF DECEMBER 31, 2017

CAPITAL STOCK \$ 6,480,000

ASSETS		LIABILITIES & SURPLUS	
CASH AND INVESTED CASH	\$ 137,626,346	UNEARNED PREMIUMS	\$ 920,416,346
BONDS	3,372,829,396	LOSSES	820,933,807
STOCKS	326,030,613	LOSS ADJUSTMENT EXPENSES	181,114,296
INVESTMENT INCOME DUE AND ACCRUED	39,230,403	COMMISSIONS	42,188,100
OTHER INVESTED ASSETS	2,641,903	TAXES, LICENSES AND FEES	13,242,950
PREMIUM BALANCES	235,706,836	OTHER EXPENSES	42,889,178
NET DEFERRED TAX ASSET	48,322,453	CURRENT FEDERAL AND FOREIGN INCOME TAXES	1,313,124
REINSURANCE RECOVERABLE	23,906,019	REMITTANCES AND ITEMS NOT ALLOCATED	82,545,307
SECURITIES LENDING REINVESTED COLLATERAL ASSETS	20,555,872	AMOUNTS WITHHELD / RETAINED BY COMPANY FOR OTHERS	35,924,038
RECEIVABLES FROM PARENT, SUBSIDIARIES AND AFFILIATES	21,488,218	RETROACTIVE REINSURANCE RESERVE ASSUMED	793,039
ASSUMED REINSURANCE RECEIVABLE AND PAYABLE	626,835	POLICYHOLDER DIVIDENDS	9,857,423
OTHER ASSETS	5,795,705	PROVISION FOR REINSURANCE	5,066,341
		ADVANCE PREMIUM	1,256,758
		ESCHEAT LIABILITY	637,143
		PAYABLE FOR SECURITIES LENDING	20,555,872
		CEDED REINSURANCE NET PREMIUMS PAYABLE	36,704,062
		OTHER ACCRUED EXPENSES AND LIABILITIES	686,489
		<b>TOTAL LIABILITIES</b>	<b>\$ 2,216,124,273</b>
		CAPITAL STOCK	\$ 6,480,000
		PAID IN SURPLUS	433,803,760
		OTHER SURPLUS	1,576,352,567
		<b>TOTAL SURPLUS TO POLICYHOLDERS</b>	<b>\$ 2,016,636,327</b>
<b>TOTAL ASSETS</b>	<b>\$ 4,232,760,599</b>	<b>TOTAL LIABILITIES &amp; SURPLUS</b>	<b>\$ 4,232,760,599</b>

STATE OF CONNECTICUT )  
 COUNTY OF HARTFORD ) SS.  
 CITY OF HARTFORD )

MICHAEL J. DOODY, BEING DULY SWORN, SAYS THAT HE IS SECOND VICE PRESIDENT, OF TRAVELERS CASUALTY AND SURETY COMPANY OF AMERICA, AND THAT TO THE BEST OF HIS KNOWLEDGE AND BELIEF, THE FOREGOING IS A TRUE AND CORRECT STATEMENT OF THE FINANCIAL CONDITION OF SAID COMPANY AS OF THE 31ST DAY OF DECEMBER, 2017.

*Michael J. Doody*  
 SECOND VICE PRESIDENT

*Susan M. Weissleder*  
 NOTARY PUBLIC

SUSAN M. WEISSLEDER  
 Notary Public  
 My Commission Expires November 30, 2022

SUBSCRIBED AND SWORN TO BEFORE ME THIS  
 16TH DAY OF MARCH, 2018





**Travelers Casualty and Surety Company of America**  
**Travelers Casualty and Surety Company**  
**St. Paul Fire and Marine Insurance Company**

**POWER OF ATTORNEY**

**KNOW ALL MEN BY THESE PRESENTS:** That Travelers Casualty and Surety Company of America, Travelers Casualty and Surety Company, and St. Paul Fire and Marine Insurance Company are corporations duly organized under the laws of the State of Connecticut (herein collectively called the "Companies"), and that the Companies do hereby make, constitute and appoint **Elliott W. Wolfe of Paramus, New Jersey**, their true and lawful Attorney-in-Fact to sign, execute, seal and acknowledge any and all bonds, recognizances, conditional undertakings and other writings obligatory in the nature thereof on behalf of the Companies in their business of guaranteeing the fidelity of persons, guaranteeing the performance of contracts and executing or guaranteeing bonds and undertakings required or permitted in any actions or proceedings allowed by law.

**IN WITNESS WHEREOF**, the Companies have caused this instrument to be signed, and their corporate seals to be hereto affixed, this **3rd** day of **February**, 2017.



State of Connecticut

City of Hartford ss.

By: \_\_\_\_\_

*Robert L. Raney*  
 Robert L. Raney, Senior Vice President

On this the **3rd** day of **February**, 2017, before me personally appeared **Robert L. Raney**, who acknowledged himself to be the Senior Vice President of Travelers Casualty and Surety Company of America, Travelers Casualty and Surety Company, and St. Paul Fire and Marine Insurance Company, and that he, as such, being authorized so to do, executed the foregoing instrument for the purposes therein contained by signing on behalf of the corporations by himself as a duly authorized officer.

**In Witness Whereof**, I hereunto set my hand and official seal.

My Commission expires the **30th** day of **June**, 2021



*Marie C. Tetreault*  
 Marie C. Tetreault, Notary Public

This Power of Attorney is granted under and by the authority of the following resolutions adopted by the Boards of Directors of Travelers Casualty and Surety Company of America, Travelers Casualty and Surety Company, and St. Paul Fire and Marine Insurance Company, which resolutions are now in full force and effect, reading as follows:

**RESOLVED**, that the Chairman, the President, any Vice Chairman, any Executive Vice President, any Senior Vice President, any Vice President, any Second Vice President, the Treasurer, any Assistant Treasurer, the Corporate Secretary or any Assistant Secretary may appoint Attorneys-in-Fact and Agents to act for and on behalf of the Company and may give such appointee such authority as his or her certificate of authority may prescribe to sign with the Company's name and seal with the Company's seal bonds, recognizances, contracts of indemnity, and other writings obligatory in the nature of a bond, recognizance, or conditional undertaking, and any of said officers or the Board of Directors at any time may remove any such appointee and revoke the power given him or her; and it is

**FURTHER RESOLVED**, that the Chairman, the President, any Vice Chairman, any Executive Vice President, any Senior Vice President or any Vice President may delegate all or any part of the foregoing authority to one or more officers or employees of this Company, provided that each such delegation is in writing and a copy thereof is filed in the office of the Secretary; and it is

**FURTHER RESOLVED**, that any bond, recognizance, contract of indemnity, or writing obligatory in the nature of a bond, recognizance, or conditional undertaking shall be valid and binding upon the Company when (a) signed by the President, any Vice Chairman, any Executive Vice President, any Senior Vice President or any Vice President, any Second Vice President, the Treasurer, any Assistant Treasurer, the Corporate Secretary or any Assistant Secretary and duly attested and sealed with the Company's seal by a Secretary or Assistant Secretary; or (b) duly executed (under seal, if required) by one or more Attorneys-in-Fact and Agents pursuant to the power prescribed in his or her certificate or their certificates of authority or by one or more Company officers pursuant to a written delegation of authority; and it is

**FURTHER RESOLVED**, that the signature of each of the following officers: President, any Executive Vice President, any Senior Vice President, any Vice President, any Assistant Vice President, any Secretary, any Assistant Secretary, and the seal of the Company may be affixed by facsimile to any Power of Attorney or to any certificate relating thereto appointing Resident Vice Presidents, Resident Assistant Secretaries or Attorneys-in-Fact for purposes only of executing and attesting bonds and undertakings and other writings obligatory in the nature thereof, and any such Power of Attorney or certificate bearing such facsimile signature or facsimile seal shall be valid and binding upon the Company and any such power so executed and certified by such facsimile signature and facsimile seal shall be valid and binding on the Company in the future with respect to any bond or understanding to which it is attached.

I, **Kevin E. Hughes**, the undersigned, Assistant Secretary of Travelers Casualty and Surety Company of America, Travelers Casualty and Surety Company, and St. Paul Fire and Marine Insurance Company, do hereby certify that the above and foregoing is a true and correct copy of the Power of Attorney executed by said Companies, which remains in full force and effect.

Dated this 7th day of February, 2019



*Kevin E. Hughes*  
 Kevin E. Hughes, Assistant Secretary

**To verify the authenticity of this Power of Attorney, please call us at 1-800-421-3880.**  
**Please refer to the above-named Attorney-in-Fact and the details of the bond to which the power is attached.**

# THE FIDELITY AND DEPOSIT COMPANY

OF MARYLAND

600 Red Brook Blvd., Suite 600, Owings Mills, MD 21117

## Statement of Financial Condition As Of December 31, 2017

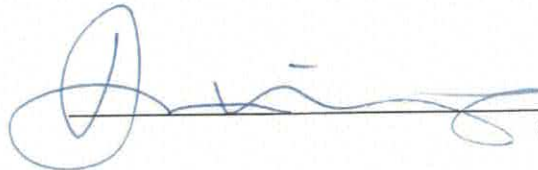
ASSETS	
Bonds .....	\$ 131,463,323
Stocks .....	23,365,385
Cash and Short Term Investments.....	15,943,690
Reinsurance Recoverable .....	7,520,824
Federal Income Tax Recoverable.....	62,266
Other Accounts Receivable.....	35,672,323
TOTAL ADMITTED ASSETS .....	<u>\$ 214,027,811</u>

LIABILITIES, SURPLUS AND OTHER FUNDS	
Reserve for Taxes and Expenses .....	\$ 580,990
Ceded Reinsurance Premiums Payable .....	42,235,595
Securities Lending Collateral Liability .....	0
TOTAL LIABILITIES .....	<u>\$ 42,816,584</u>
Capital Stock, Paid Up .....	\$ 5,000,000
Surplus .....	<u>166,211,227</u>
Surplus as regards Policyholders.....	171,211,226
TOTAL .....	<u>\$ 214,027,811</u>

Securities carried at \$62,198,396 in the above statement are deposited with various states as required by law.

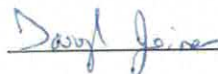
Securities carried on the basis prescribed by the National Association of Insurance Commissioners. On the basis of market quotations for all bonds and stocks owned, the Company's total admitted assets at December 31, 2017 would be \$213,515,173 and surplus as regards policyholders \$170,698,588.

I, DENNIS F. KERRIGAN, Corporate Secretary of the FIDELITY AND DEPOSIT COMPANY OF MARYLAND, do hereby certify that the foregoing statement is a correct exhibit of the assets and liabilities of the said Company on the 31st day of December, 2017.

  
Corporate Secretary

State of Illinois }  
City of Schaumburg } SS:

Subscribed and sworn to, before me, a Notary Public of the State of Illinois, in the City of Schaumburg, this 9<sup>th</sup> day of March, 2018.

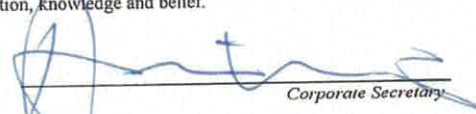
  
Notary Public



**ZURICH AMERICAN INSURANCE COMPANY**  
**COMPARATIVE BALANCE SHEET**  
**4 WORLD TRADE CENTER, 150 GREENWICH STREET, NEW YORK, NY 10007**  
**As of December 31, 2017 and December 31, 2016**

	12/31/2017	12/31/2016
<b><u>Assets</u></b>		
Bonds	\$ 17,304,611,032	\$ 17,161,451,744
Preferred Stock	-	-
Common Stock	3,336,061,932	3,241,050,263
Real Estate	1,169,333,479	1,026,001,064
Other Invested Assets	1,398,151,991	1,948,564,541
Derivatives	34,100	15,084,953
Short-term Investments	122,752,224	655,803,775
Receivable for securities	216,911,554	119,469,175
Cash and cash equivalents	623,989,513	(66,647,236)
Securities lending reinvested collateral assets	142,251,002	112,477,509
Employee Trust for Deferred Compensation Plan	154,154,004	156,985,102
Total Cash and Invested Assets	\$ 24,468,250,829	\$ 24,370,240,890
Premiums Receivable	\$ 4,853,380,227	\$ 4,231,447,148
Funds Held with Reinsurers	289,784	1,783,310
Reinsurance Recoverable	648,465,014	623,035,654
Accrued Investment Income	132,373,174	123,371,546
Federal Income Tax Recoverable	477,481,846	947,211,719
Due from Affiliates	407,585,927	110,421,961
Other Assets	594,128,929	595,372,223
Total Assets	\$ 31,581,955,729	\$ 31,002,884,451
<b><u>Liabilities and Policyholders' Surplus</u></b>		
<b>Liabilities:</b>		
Loss and LAE Reserves	\$ 14,125,301,895	\$ 14,267,336,824
Unearned Premium Reserve	4,274,053,819	4,253,376,558
Funds Held with Reinsurers	637,809,938	215,284,071
Loss In Course of Payment	888,528,099	534,413,839
Commission Reserve	112,790,522	136,388,581
Federal Income Tax Payable	88,988,756	89,598,056
Remittances and Items Unallocated	161,295,880	142,307,982
Payable to parent, subs and affiliates	221,304,753	264,541,870
Provision for Reinsurance	169,995,451	56,323,818
Ceded Reinsurance Premiums Payable	1,000,276,567	934,904,370
Securities Lending Collateral Liability	142,251,002	112,477,509
Other Liabilities	2,140,323,174	2,144,252,359
Total Liabilities	\$ 23,962,919,856	\$ 23,151,205,837
<b>Policyholders' Surplus:</b>		
Common Capital Stock	\$ 5,000,000	\$ 5,000,000
Paid-In and Contributed Surplus	4,394,131,321	4,394,131,321
Surplus Notes	-	-
Special Surplus Funds	49,899,000	52,465,000
Cumulative Unrealized Gain	283,695,517	178,672,890
Unassigned Surplus	2,886,310,035	3,221,409,403
Total Policyholders' Surplus	\$ 7,619,035,873	\$ 7,851,678,614
Total Liabilities and Policyholders' Surplus	\$ 31,581,955,729	\$ 31,002,884,451

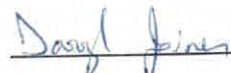
I, Dennis F. Kerrigan, Corporate Secretary of ZURICH AMERICAN INSURANCE COMPANY do hereby certify that the foregoing statement is a correct exhibit of the assets and liabilities of the said Company, on the 31st day of December, 2017, according to the best of my information, knowledge and belief.

  
 \_\_\_\_\_  
 Corporate Secretary

State of Illinois  
 County of Cook

} SS:

Subscribed and sworn to, before me, a Notary Public of the State of Illinois, in the City of Schaumburg, this 9th day of March, 2018.

  
 \_\_\_\_\_  
 Notary public



**ZURICH AMERICAN INSURANCE COMPANY  
COLONIAL AMERICAN CASUALTY AND SURETY COMPANY  
FIDELITY AND DEPOSIT COMPANY OF MARYLAND  
POWER OF ATTORNEY**

KNOW ALL MEN BY THESE PRESENTS: That the ZURICH AMERICAN INSURANCE COMPANY, a corporation of the State of New York, the COLONIAL AMERICAN CASUALTY AND SURETY COMPANY, a corporation of the State of Maryland, and the FIDELITY AND DEPOSIT COMPANY OF MARYLAND a corporation of the State of Maryland (herein collectively called the "Companies"), by **Michael P. Bond, Vice President**, in pursuance of authority granted by Article V, Section 8, of the By-Laws of said Companies, which are set forth on the reverse side hereof and are hereby certified to be in full force and effect on the date hereof, do hereby nominate, constitute, and appoint **Mary R. MCKEE, Maria L. SPADACCINI, Sherryanne M. DEPIRRO, Nicholas F. WALSH, Lisa M. SCAVETTA, Elliott W. WOLFFE and Vincent C. MISEO, all of Paramus, New Jersey, EACH** its true and lawful agents and Attorney-in-Facts, to make, execute, seal and deliver, for, and on its behalf as surety, and as its act and deed: **any and all bonds and undertakings**, and the execution of such bonds or undertakings in pursuance of these presents, shall be as binding upon said Companies, as fully and amply, to all intents and purposes, as if they had been duly executed and acknowledged by the regularly elected officers of the ZURICH AMERICAN INSURANCE COMPANY at its office in New York, New York., the regularly elected officers of the COLONIAL AMERICAN CASUALTY AND SURETY COMPANY at its office in Owings Mills, Maryland., and the regularly elected officers of the FIDELITY AND DEPOSIT COMPANY OF MARYLAND at its office in Owings Mills, Maryland., in their own proper persons.

The said Vice President does hereby certify that the extract set forth on the reverse side hereof is a true copy of Article V, Section 8, of the By-Laws of said Companies, and is now in force.

IN WITNESS WHEREOF, the said Vice-President has hereunto subscribed his/her names and affixed the Corporate Seals of the said **ZURICH AMERICAN INSURANCE COMPANY, COLONIAL AMERICAN CASUALTY AND SURETY COMPANY, and FIDELITY AND DEPOSIT COMPANY OF MARYLAND**, this 19th day of September, A.D. 2017.

ATTEST:  
ZURICH AMERICAN INSURANCE COMPANY  
COLONIAL AMERICAN CASUALTY AND SURETY COMPANY  
FIDELITY AND DEPOSIT COMPANY OF MARYLAND



By: *Michael P. Bond*  
Vice President



By: *Dawn E. Brown*  
Secretary

**State of Maryland  
County of Baltimore**

On this 19th day of September, A.D. 2017, before the subscriber, a Notary Public of the State of Maryland, duly commissioned and qualified, **Michael P. Bond, Vice President and Dawn E. Brown, Secretary** of the Companies, to me personally known to be the individuals and officers described in and who executed the preceding instrument, and acknowledged the execution of same, and being by me duly sworn, depose and saith, that he/she is the said officer of the Company aforesaid, and that the seals affixed to the preceding instrument are the Corporate Seals of said Companies, and that the said Corporate Seals and the signature as such officer were duly affixed and subscribed to the said instrument by the authority and direction of the said Corporations.

IN TESTIMONY WHEREOF, I have hereunto set my hand and affixed my Official Seal the day and year first above written.



Constance A. Dunn, Notary Public  
My Commission Expires: July 9, 2019



## EXTRACT FROM BY-LAWS OF THE COMPANIES

"Article V, Section 8, Attorneys-in-Fact. The Chief Executive Officer, the President, or any Executive Vice President or Vice President may, by written instrument under the attested corporate seal, appoint attorneys-in-fact with authority to execute bonds, policies, recognizances, stipulations, undertakings, or other like instruments on behalf of the Company, and may authorize any officer or any such attorney-in-fact to affix the corporate seal thereto; and may with or without cause modify or revoke any such appointment or authority at any time."

### CERTIFICATE

I, the undersigned, Vice President of the ZURICH AMERICAN INSURANCE COMPANY, the COLONIAL AMERICAN CASUALTY AND SURETY COMPANY, and the FIDELITY AND DEPOSIT COMPANY OF MARYLAND, do hereby certify that the foregoing Power of Attorney is still in full force and effect on the date of this certificate; and I do further certify that Article V, Section 8, of the By-Laws of the Companies is still in force.

This Power of Attorney and Certificate may be signed by facsimile under and by authority of the following resolution of the Board of Directors of the ZURICH AMERICAN INSURANCE COMPANY at a meeting duly called and held on the 15th day of December 1998.

RESOLVED: "That the signature of the President or a Vice President and the attesting signature of a Secretary or an Assistant Secretary and the Seal of the Company may be affixed by facsimile on any Power of Attorney...Any such Power or any certificate thereof bearing such facsimile signature and seal shall be valid and binding on the Company."

This Power of Attorney and Certificate may be signed by facsimile under and by authority of the following resolution of the Board of Directors of the COLONIAL AMERICAN CASUALTY AND SURETY COMPANY at a meeting duly called and held on the 5th day of May, 1994, and the following resolution of the Board of Directors of the FIDELITY AND DEPOSIT COMPANY OF MARYLAND at a meeting duly called and held on the 10th day of May, 1990.

RESOLVED: "That the facsimile or mechanically reproduced seal of the company and facsimile or mechanically reproduced signature of any Vice-President, Secretary, or Assistant Secretary of the Company, whether made heretofore or hereafter, wherever appearing upon a certified copy of any power of attorney issued by the Company, shall be valid and binding upon the Company with the same force and effect as though manually affixed.

IN TESTIMONY WHEREOF, I have hereunto subscribed my name and affixed the corporate seals of the said Companies, this 7th day of February, 2019.



A handwritten signature in cursive script that reads "Michael C. Fay".

Michael C. Fay, Vice President

**TO REPORT A CLAIM WITH REGARD TO A SURETY BOND, PLEASE SUBMIT A COMPLETE DESCRIPTION OF THE CLAIM INCLUDING THE PRINCIPAL ON THE BOND, THE BOND NUMBER, AND YOUR CONTACT INFORMATION TO:**

Zurich Surety Claims  
1299 Zurich Way  
Schaumburg, IL 60196-1056  
[www.zurichna.com/en/claims](http://www.zurichna.com/en/claims)



# FEDERAL INSURANCE COMPANY

## STATEMENT OF ASSETS, LIABILITIES AND SURPLUS TO POLICYHOLDERS

Statutory Basis

DECEMBER 31, 2017

(in thousands of dollars)

ASSETS		LIABILITIES AND SURPLUS TO POLICYHOLDERS	
Cash and Short Term Investments.....	\$ (78,340)	Outstanding Losses and Loss Expenses.....	\$ 10,545,326
United States Government, State and Municipal Bonds.....	7,063,387	Unearned Premiums.....	2,087,124
Other Bonds.....	5,366,068	Ceded Reinsurance Premiums Payable.....	739,431
Stocks.....	134,041	Provision for Reinsurance.....	57,140
Other Invested Assets.....	1,006,599	Other Liabilities.....	1,044,341
TOTAL INVESTMENTS.....	13,491,755	TOTAL LIABILITIES.....	14,473,362
Investments in Affiliates:		Capital Stock.....	20,980
Chubb Investment Holdings, Inc.....	3,890,677	Paid-In Surplus.....	3,209,193
Great Northern Insurance Company.....	557,388	Unassigned Funds.....	4,066,505
Vigilant Insurance Company.....	327,316		
Chubb Indemnity Insurance Company.....	171,786	SURPLUS TO POLICYHOLDERS.....	7,296,678
Chubb National Insurance Company.....	171,493		
Chubb European Investment Holdings, SLP.	119,836		
Other Affiliates.....	76,806		
Premiums Receivable.....	1,594,780		
Other Assets.....	1,368,203		
TOTAL ADMITTED ASSETS.....	\$ 21,770,040	TOTAL LIABILITIES AND SURPLUS.....	\$ 21,770,040

Investments are valued in accordance with requirements of the National Association of Insurance Commissioners. At December 31, 2017, investments with a carrying value of \$558,430,596 were deposited with government authorities as required by law.

State, County & City of New York, — ss:

Dawn M. Chloros, Assistant Secretary \_\_\_\_\_ of the Federal Insurance Company  
being duly sworn, deposes and says that the foregoing Statement of Assets, Liabilities and Surplus to Policyholders of said Federal Insurance Company on December 31, 2017 is true and correct and is a true abstract of the Annual Statement of said Company as filed with the Secretary of the Treasury of the United States for the 12 months ending December 31, 2017.

Subscribed and sworn to before me  
this March 1, 2018.

  
\_\_\_\_\_  
Notary Public

JEANETTE SHIPSEY  
Notary Public, State of New York  
No. 02SH5074142  
Qualified in Nassau County  
Commission Expires March 10, 2019

  
\_\_\_\_\_  
Assistant Secretary

Power of Attorney

Federal Insurance Company | Vigilant Insurance Company | Pacific Indemnity Company

Know All by These Presents, That FEDERAL INSURANCE COMPANY, an Indiana corporation, VIGILANT INSURANCE COMPANY, a New York corporation, and PACIFIC INDEMNITY COMPANY, a Wisconsin corporation, do each hereby constitute and appoint Sherryanne M. DePirro, Mary R. McKee, Vincent C. Miseso, Lisa M. Scavetta, Maria L. Spadaccini, Nicholas F. Walsh and Elliott W. Wolffe of Paramus, New Jersey-----

each as their true and lawful Attorney-in-Fact to execute under such designation in their names and to affix their corporate seals to and deliver for and on their behalf as surety thereon or otherwise, bonds and undertakings and other writings obligatory in the nature thereof (other than bail bonds) given or executed in the course of business, and any instruments amending or altering the same, and consents to the modification or alteration of any instrument referred to in said bonds or obligations.

In Witness Whereof, said FEDERAL INSURANCE COMPANY, VIGILANT INSURANCE COMPANY, and PACIFIC INDEMNITY COMPANY have each executed and attested these presents and affixed their corporate seals on this 31st day of July, 2017.

Dawn M. Chloros

Dawn M. Chloros, Assistant Secretary

Stephen M. Haney

Stephen M. Haney, Vice President



STATE OF NEW JERSEY

County of Hunterdon

ss.

On this 31st day of July, 2017 before me, a Notary Public of New Jersey, personally came Dawn M. Chloros, to me known to be Assistant Secretary of FEDERAL INSURANCE COMPANY, VIGILANT INSURANCE COMPANY, and PACIFIC INDEMNITY COMPANY, the companies which executed the foregoing Power of Attorney, and the said Dawn M. Chloros, being by me duly sworn, did depose and say that she is Assistant Secretary of FEDERAL INSURANCE COMPANY, VIGILANT INSURANCE COMPANY, and PACIFIC INDEMNITY COMPANY and knows the corporate seals thereof, that the seals affixed to the foregoing Power of Attorney are such corporate seals and were thereto affixed by authority of said Companies; and that she signed said Power of Attorney as Assistant Secretary of said Companies by like authority; and that she is acquainted with Stephen M. Haney, and knows him to be Vice President of said Companies; and that the signature of Stephen M. Haney, subscribed to said Power of Attorney is in the genuine handwriting of Stephen M. Haney, and was thereto subscribed by authority of said Companies and in deponent's presence.

Notarial Seal



KATHERINE J. ADELAAR
NOTARY PUBLIC OF NEW JERSEY
No. 2316985
Commission Expires July 16, 2019

[Signature]
Notary Public

CERTIFICATION

Resolutions adopted by the Boards of Directors of FEDERAL INSURANCE COMPANY, VIGILANT INSURANCE COMPANY, and PACIFIC INDEMNITY COMPANY on August 30, 2016:

"RESOLVED, that the following authorizations relate to the execution, for and on behalf of the Company, of bonds, undertakings, recognizances, contracts and other written commitments of the Company entered into in the ordinary course of business (each a "Written Commitment"):

- (1) Each of the Chairman, the President and the Vice Presidents of the Company is hereby authorized to execute any Written Commitment for and on behalf of the Company, under the seal of the Company or otherwise.
(2) Each duly appointed attorney-in-fact of the Company is hereby authorized to execute any Written Commitment for and on behalf of the Company, under the seal of the Company or otherwise, to the extent that such action is authorized by the grant of powers provided for in such person's written appointment as such attorney-in-fact.
(3) Each of the Chairman, the President and the Vice Presidents of the Company is hereby authorized, for and on behalf of the Company, to appoint in writing any person the attorney-in-fact of the Company with full power and authority to execute, for and on behalf of the Company, under the seal of the Company or otherwise, such Written Commitments of the Company as may be specified in such written appointment, which specification may be by general type or class of Written Commitments or by specification of one or more particular Written Commitments.
(4) Each of the Chairman, the President and the Vice Presidents of the Company is hereby authorized, for and on behalf of the Company, to delegate in writing to any other officer of the Company the authority to execute, for and on behalf of the Company, under the Company's seal or otherwise, such Written Commitments of the Company as are specified in such written delegation, which specification may be by general type or class of Written Commitments or by specification of one or more particular Written Commitments.
(5) The signature of any officer or other person executing any Written Commitment or appointment or delegation pursuant to this Resolution, and the seal of the Company, may be affixed by facsimile on such Written Commitment or written appointment or delegation.

FURTHER RESOLVED, that the foregoing Resolution shall not be deemed to be an exclusive statement of the powers and authority of officers, employees and other persons to act for and on behalf of the Company, and such Resolution shall not limit or otherwise affect the exercise of any such power or authority otherwise validly granted or vested."

I, Dawn M. Chloros, Assistant Secretary of FEDERAL INSURANCE COMPANY, VIGILANT INSURANCE COMPANY, and PACIFIC INDEMNITY COMPANY (the "Companies") do hereby certify that

- (i) the foregoing Resolutions adopted by the Board of Directors of the Companies are true, correct and in full force and effect,
(ii) the Companies are duly licensed and authorized to transact surety business in all 50 of the United States of America and the District of Columbia and are authorized by the U.S. Treasury Department; further, Federal and Vigilant are licensed in the U.S. Virgin Islands, and Federal is licensed in Guam, Puerto Rico, and each of the Provinces of Canada except Prince Edward Island; and
(iii) the foregoing Power of Attorney is true, correct and in full force and effect.

Given under my hand and seals of said Companies at Whitehouse Station, Nj, this 7th day of February, 2019.



Dawn M. Chloros

Dawn M. Chloros, Assistant Secretary

IN THE EVENT YOU WISH TO NOTIFY US OF A CLAIM, VERIFY THE AUTHENTICITY OF THIS BOND OR NOTIFY US OF ANY OTHER MATTER, PLEASE CONTACT US AT: Telephone (908) 903-3493 Fax (908) 903-3656 e-mail: surety@chubb.com

**THE CONTINENTAL INSURANCE COMPANY**  
**Radnor, Pennsylvania**  
**Statement of Net Admitted Assets and Liabilities**  
**December 31, 2017**

ASSETS

Bonds	\$	1,330,429,936
Stocks		167,742,715
Cash and short-term investments		85,825,850
Receivables for securities		20,196
Investment income due and accrued		17,161,745
Amounts recoverable from reinsurers		76,945,537
Funds held by or deposited with reinsured companies		1,540,327
Net deferred tax asset		36,893,768
Premiums and considerations		53,800,822
Other assets		5,375,416
Total Assets	\$	1,775,736,312

LIABILITIES AND SURPLUS

Losses	\$	766,069,688
Loss adjustment expense		35,005,913
Unearned premiums		-
Other expenses		696,304
Ceded reinsurance premiums payable (net of ceding commissions)		61,662,528
Funds held by company under reinsurance treaties		4,756,715
Provision for reinsurance		76,000,000
Other liabilities		(726,512,230)
Total Liabilities	\$	217,678,918

Surplus Account:

Capital paid up	\$	53,566,360
Gross paid in and contributed surplus		1,423,436,994
Special Surplus		306,057,919
Unassigned funds		(225,003,878)
Surplus as regards policyholders	\$	1,558,057,394
Total Liabilities and Capital	\$	1,775,736,312

I, Troy Wray, Assistant Vice President of Continental Insurance Company hereby certify that the above is an accurate representation of the financial statement of the Company dated December 31, 2017, as filed with the various Insurance Departments and is a true and correct statement of the condition of Continental Insurance Company as of that date.

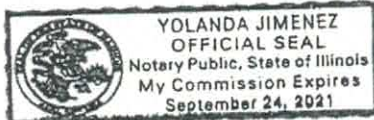


THE CONTINENTAL INSURANCE COMPANY

By Troy Wray  
Assistant Vice President

Subscribed and sworn to me this 8th day of March, 2018.

My commission expires:



Yolanda Jimenez  
Notary Public

**POWER OF ATTORNEY APPOINTING INDIVIDUAL ATTORNEY-IN-FACT**

**Know All Men By These Presents**, That The Continental Insurance Company, a Pennsylvania insurance company, is a duly organized and existing insurance company having its principal office in the City of Chicago, and State of Illinois, and that it does by virtue of the signature and seal herein affixed hereby make, constitute and appoint

**Mary R McKee, Sherryanne M DePirro, Maria L Spadaccini, Nicholas F Walsh, Elliott W Wolffe, Vincent C Miseo, Lisa M Scavetta, Individually**

of Paramus, NJ, its true and lawful Attorney(s)-in-Fact with full power and authority hereby conferred to sign, seal and execute for and on its behalf bonds, undertakings and other obligatory instruments of similar nature

**- In Unlimited Amounts -**

and to bind them thereby as fully and to the same extent as if such instruments were signed by a duly authorized officer of the insurance company and all the acts of said Attorney, pursuant to the authority hereby given is hereby ratified and confirmed.

This Power of Attorney is made and executed pursuant to and by authority of the By-Law and Resolutions, printed on the reverse hereof, duly adopted, as indicated, by the Board of Directors of the insurance company.

**In Witness Whereof**, The Continental Insurance Company has caused these presents to be signed by its Vice President and its corporate seal to be hereto affixed on this 25th day of April, 2018.

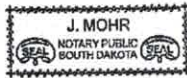


The Continental Insurance Company

*Paul T. Bruflat*  
Paul T. Bruflat Vice President

State of South Dakota, County of Minnehaha, ss:

On this 25th day of April, 2018, before me personally came Paul T. Bruflat to me known, who, being by me duly sworn, did depose and say: that he resides in the City of Sioux Falls, State of South Dakota; that he is a Vice President of The Continental Insurance Company, a Pennsylvania insurance company, described in and which executed the above instrument; that he knows the seal of said insurance company; that the seal affixed to the said instrument is such corporate seal; that it was so affixed pursuant to authority given by the Board of Directors of said insurance company and that he signed his name thereto pursuant to like authority, and acknowledges same to be the act and deed of said insurance company.



My Commission Expires June 23, 2021

*J. Mohr*  
J. Mohr Notary Public

**CERTIFICATE**

I, D. Johnson, Assistant Secretary of The Continental Insurance Company, a Pennsylvania insurance company, do hereby certify that the Power of Attorney herein above set forth is still in force, and further certify that the By-Law and Resolution of the Board of Directors of the insurance company printed on the reverse hereof is still in force. In testimony whereof I have hereunto subscribed my name and affixed the seal of the said insurance company this 7th day of February, 2019.



The Continental Insurance Company

*D. Johnson*  
D. Johnson Assistant Secretary

Form F6850-4/2012

Go to [www.cnasurety.com](http://www.cnasurety.com) > Owner / Oblige Services > Validate Bond Coverage, if you want to verify bond authenticity.

## Authorizing Resolutions

ADOPTED BY THE BOARD OF DIRECTORS OF THE CONTINENTAL INSURANCE COMPANY:

This Power of Attorney is made and executed pursuant to and by authority of the following By-Law duly adopted by the Board of Directors of the Company at a meeting held on May 10, 1995.

“RESOLVED: That any Group Vice President may authorize an officer to sign specific documents, agreements and instruments on behalf of the Company provided that the name of such authorized officer and a description of the documents, agreements or instruments that such officer may sign will be provided in writing by the Group Vice President to the Secretary of the Company prior to such execution becoming effective.”

This Power of Attorney is signed by Paul T. Bruflat, Vice President, who has been authorized pursuant to the above resolution to execution power of attorneys on behalf of The Continental Insurance Company.

This Power of Attorney is signed and sealed by facsimile under and by the authority of the following Resolution adopted by the Board of Directors of the Company by unanimous written consent dated the 25<sup>th</sup> day of April, 2012:

“Whereas, the bylaws of the Company or specific resolution of the Board of Directors has authorized various officers (the “Authorized Officers”) to execute various policies, bonds, undertakings and other obligatory instruments of like nature; and

Whereas, from time to time, the signature of the Authorized Officers in addition to being provided in original, hard copy format, may be provided via facsimile or otherwise in an electronic format (collectively, “Electronic Signatures”); Now therefore be it resolved: that the Electronic Signature of any Authorized Officer shall be valid and binding on the Company.”

# BERKSHIRE HATHAWAY SPECIALTY INSURANCE COMPANY

1314 Douglas Street, Suite 1400, Omaha, Nebraska 68102

## ADMITTED ASSETS\*

	<u>12/31/2017</u>	<u>9/30/2017</u>	<u>12/31/2016</u>
Total invested assets	\$ 4,516,104,907	\$ 4,327,535,008	\$ 3,707,827,160
Premium & agent balances	297,141,264	279,204,700	193,621,498
All other assets	137,220,394	129,486,990	185,024,482
<b>Total Admitted Assets</b>	<b>\$ 4,950,466,565</b>	<b>\$ 4,736,226,698</b>	<b>\$ 4,086,473,140</b>

## LIABILITIES & SURPLUS\*

	<u>12/31/2017</u>	<u>9/30/2017</u>	<u>12/31/2016</u>
Loss & loss exp. unpaid	\$ 327,823,391	\$ 288,456,911	\$ 142,981,337
Unearned premiums	209,113,536	198,098,348	160,310,927
All other liabilities	663,892,150	770,564,561	446,041,395
<b>Total Liabilities</b>	<b>1,200,829,077</b>	<b>1,257,119,820</b>	<b>749,333,659</b>
<b>Total Policyholders' Surplus</b>	<b>3,749,637,488</b>	<b>3,479,106,878</b>	<b>3,337,139,481</b>
<b>Total Liabilities &amp; Surplus</b>	<b>\$ 4,950,466,565</b>	<b>\$ 4,736,226,698</b>	<b>\$ 4,086,473,140</b>

\* Assets, liabilities and surplus are presented on a Statutory Accounting Basis as promulgated by the NAIC and/or the laws of the company's domiciliary state.

A.M. Best: A++ Rating

Standard & Poor's: AA+ Rating



Power Of Attorney

BERKSHIRE HATHAWAY SPECIALTY INSURANCE COMPANY NATIONAL INDEMNITY COMPANY / NATIONAL LIABILITY & FIRE INSURANCE COMPANY

Know all men by these presents, that BERKSHIRE HATHAWAY SPECIALTY INSURANCE COMPANY, a corporation existing under and by virtue of the laws of the State of Nebraska and having an office at One Lincoln Street, 23rd Floor, Boston, Massachusetts 02111, NATIONAL INDEMNITY COMPANY, a corporation existing under and by virtue of the laws of the State of Nebraska and having an office at 3024 Harney Street, Omaha, Nebraska 68131 and NATIONAL LIABILITY & FIRE INSURANCE COMPANY, a corporation existing under and by virtue of the laws of the State of Connecticut and having an office at 100 First Stamford Place, Stamford, Connecticut 06902 (hereinafter collectively the "Companies"), pursuant to and by the authority granted as set forth herein, do hereby name, constitute and appoint: Krista A. Burke, Sherryanne M. DePirro, Elliott W. Wolffe, Charo J. Rosemond, Mary R. McKee, Andrew Waterbury, James Baldassare, Jr., Maria L. Spadaccini, Nicholas F. Walsh, Lisa M. Scavetta, 650 From Road of the city of Paramus State of New Jersey, their true and lawful attorney(s)-in-fact to make, execute, seal, acknowledge, and deliver, for and on their behalf as surety and as their act and deed, any and all undertakings, bonds, or other such writings obligatory in the nature thereof, in pursuance of these presents, the execution of which shall be as binding upon the Companies as if it has been duly signed and executed by their regularly elected officers in their own proper persons. This authority for the Attorney-in-Fact shall be limited to the execution of the attached bond(s) or other such writings obligatory in the nature thereof.

In witness whereof, this Power of Attorney has been subscribed by an authorized officer of the Companies, and the corporate seals of the Companies have been affixed hereto this date of December 20, 2018. This Power of Attorney is made and executed pursuant to and by authority of the Bylaws, Resolutions of the Board of Directors, and other Authorizations of BERKSHIRE HATHAWAY SPECIALTY INSURANCE COMPANY, NATIONAL INDEMNITY COMPANY and NATIONAL LIABILITY & FIRE INSURANCE COMPANY, which are in full force and effect, each reading as appears on the back page of this Power of Attorney, respectively.

BERKSHIRE HATHAWAY SPECIALTY INSURANCE COMPANY,

[Signature]

By: David Fields, Executive Vice President



NATIONAL INDEMNITY COMPANY, NATIONAL LIABILITY & FIRE INSURANCE COMPANY,

[Signature]

By: David Fields, Vice President

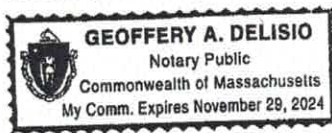


NOTARY

State of Massachusetts, County of Suffolk, ss:

On this 20th day of December, 2018, before me appeared David Fields, Executive Vice President of BERKSHIRE HATHAWAY SPECIALTY INSURANCE COMPANY and Vice President of NATIONAL INDEMNITY COMPANY and NATIONAL LIABILITY & FIRE INSURANCE COMPANY, who being duly sworn, says that his capacity is as designated above for such Companies; that he knows the corporate seals of the Companies; that the seals affixed to the foregoing instrument are such corporate seals; that they were affixed by order of the board of directors or other governing body of said Companies pursuant to its Bylaws, Resolutions and other Authorizations, and that he signed said instrument in that capacity of said Companies.

[Notary Seal]



[Signature]

Notary Public

I, Ralph Tortorella, the undersigned, Officer of BERKSHIRE HATHAWAY SPECIALTY INSURANCE COMPANY, NATIONAL INDEMNITY COMPANY and NATIONAL LIABILITY & FIRE INSURANCE COMPANY, do hereby certify that the above and foregoing is a true and correct copy of the Power of Attorney executed by said Companies which is in full force and effect and has not been revoked. IN TESTIMONY WHEREOF, see hereunto affixed the seals of said Companies this February 7, 2019.



[Signature] Officer

To verify the authenticity of this Power of Attorney please contact us at: BHSISurety Department, Berkshire Hathaway Specialty Insurance Company, One Lincoln Street, 23rd Floor Boston, MA 02111 | (770) 625-2516 or by email at [Jerrifer.Porter@bhspecialty.com](mailto:Jerrifer.Porter@bhspecialty.com) THIS POWER OF ATTORNEY IS VOID IF ALTERED To notify us of a claim please contact us on our 24-hour toll free number at (855) 453-9675, via email at [claimsnotice@bhspecialty.com](mailto:claimsnotice@bhspecialty.com), via fax to (617) 507-8259, or via mail.

Contract No. C204241  
County Davie

Rev 5-17-11

## CONTRACT PERFORMANCE BOND

Date of Performance Bond Execution: February 7, 2019

Name of Principal Contractor: Flatiron Constructors, Inc.  
Liberty Mutual Insurance Company, Travelers Casualty and Surety Company of America, Fidelity and Deposit Company of Maryland, Zurich American Insurance Company, Federal Insurance Company, The Continental Insurance Company, Berkshire Hathaway Specialty Insurance Company

Name of Surety: \_\_\_\_\_

Name of Contracting Body: **North Carolina Department of Transportation**  
**Raleigh, North Carolina**

Amount of Bond: Fifty Five Million Six Hundred Forty One Thousand Three Hundred Fifty Three 00/85 Dollars (\$55,641,353.85)

Contract ID No.: C204241

County Name: Davie

KNOW ALL MEN BY THESE PRESENTS, That we, the PRINCIPAL CONTRACTOR (hereafter, PRINCIPAL) and SURETY above named, are held and firmly bound unto the above named Contracting Body, hereinafter called the Contracting Body, in the penal sum of the amount stated above for the payment of which sum well and truly to be made, we bind ourselves, our heirs, executors, administrators, and successors, jointly and severally, firmly by these presents.

THE CONDITION OF THIS OBLIGATION IS SUCH, that whereas the principal entered into a certain contract with the Contracting Body, numbered as shown above and hereto attached:

NOW THEREFORE, if the principal shall well and truly perform and fulfill all the undertakings, covenants, terms, conditions, and agreements of said contract during the original term of said contract and any extensions thereof that may be granted by the Contracting Body, with or without notice to the Surety, and during the life of any guaranty required under the contract, and shall also well and truly perform and fulfill all the undertakings, covenants, terms, conditions, and agreements of any and all duly authorized modifications of said contract that may hereafter be made, notice of which modifications to the surety being hereby waived, then this obligation to be void; otherwise to remain in full force and virtue.

IN WITNESS WHEREOF, the above-bound parties have executed this instrument under their several seals on the date indicated above, the name and corporate seal of each corporate party being hereto affixed and these presents duly signed by its undersigned representative, pursuant to authority of its governing body.



Contract No. C204241  
County Davie

Rev 5-17-11

### CONTRACT PERFORMANCE BOND

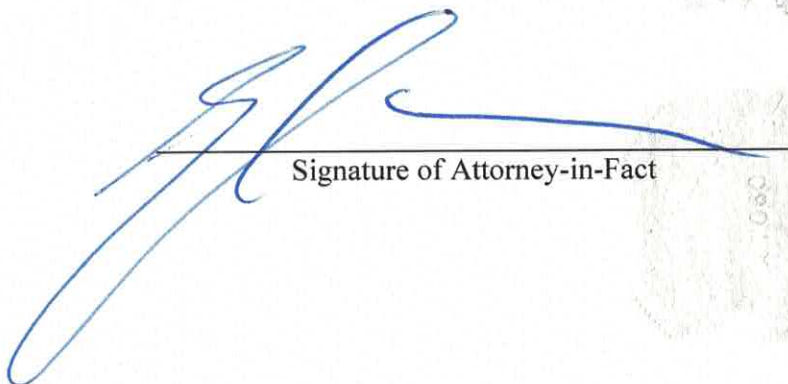
Liberty Mutual Insurance Company, Travelers Casualty and Surety Company of America, Fidelity and Deposit Company of Maryland, Zurich American Insurance Company, Federal Insurance Company, The Continental Insurance Company, Berkshire Hathaway Specialty Insurance Company

*Affix Seal of Surety Company*

Print or type Surety Company Name

By Elliott W. Wolffe

Print, stamp or type name of Attorney-in-Fact

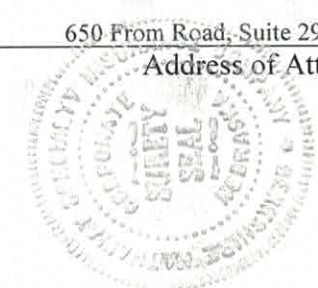
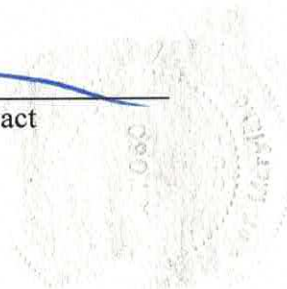
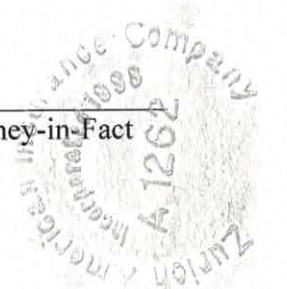
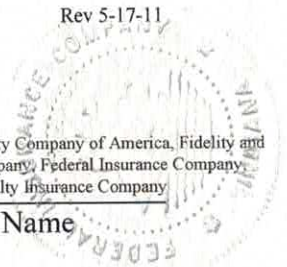
  
Signature of Attorney-in-Fact

  
Signature of Witness

Maria L. Spadaccini  
Print or type Signer's name

650 From Road, Suite 295, Paramus, NJ 07652

Address of Attorney-in-Fact



Contract No. C-204241  
County Davie

Rev 5-17-11

**CONTRACT PERFORMANCE BOND**  
**CORPORATION**

SIGNATURE OF CONTRACTOR (Principal)

Flatiron Constructors, Inc.

Full name of Corporation

860 Aviation Parkway, Suite 1000 Morrisville, NC 27560

Address as prequalified

By Ted Kirk  
Signature of ~~President~~, Vice President, ~~Assistant Vice President~~  
Select appropriate title

Ted Kirk

Print or type Signer's name



*Affix Corporate Seal*

Attest Bernie Herrmann  
Signature of ~~Secretary~~, Assistant Secretary  
Select appropriate title

Bernie H. Herrmann

Print or type Signer's name

CORPORATE ACKNOWLEDGMENT

Form 152

STATE OF North Carolina  
COUNTY OF Wake

On this 12<sup>th</sup> day of February, 2019, before me personally  
came Ted Kirk to me known, who, being by me  
duly sworn, did depose and say that she/he resides in Hillsborough, NC  
that she/he is the Vice President of the

Flatiron Constructors, Inc the corporation  
described in and which executed the above instrument that she/he knows the seal of said  
corporation; that the seal affixed to said instrument is such corporate seal; that it was so  
affixed by order of the Board of Directors of said corporation, and that she/he signed  
her/his name thereto by like order.

(SEAL)

  
\_\_\_\_\_  
MARIA COELHO



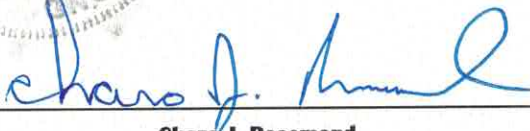
**CORPORATE ACKNOWLEDGMENT**

Form 152

STATE OF NEW JERSEY  
COUNTY OF BERGEN

On this 7th day of February, 2019 before me personally came Elliott W. Wolffe to me known, who, being by me duly sworn, did depose and say that she/he resides in Livingston, New Jersey that she/he is the ATTORNEY IN FACT of the LIBERTY MUTUAL INSURANCE COMPANY, TRAVELERS CASUALTY AND SURETY COMPANY OF AMERICA, FIDELITY AND DEPOSIT COMPANY OF MARYLAND, ZURICH AMERICAN INSURANCE COMPANY, FEDERAL INSURANCE COMPANY, THE CONTINENTAL INSURANCE COMPANY, BERKSHIRE HATHAWAY SPECIALTY INSURANCE COMPANY, the corporation described in and which executed the above instrument that she/he knows the seal of said corporation; that the seal affixed to said instrument is such corporate seal; that it was so affixed by order of the Board of Directors of said corporation, and that she/he signed her/his name thereto by like order.

(SEAL)



**Charo J. Rosemond**  
**Notary Public of New Jersey**  
**Comm. # 50062328**  
**My Commission Expires 6/13/2022**



LIBERTY MUTUAL INSURANCE COMPANY  
FINANCIAL STATEMENT — DECEMBER 31, 2017

<b>Assets</b>		<b>Liabilities</b>	
Cash and Bank Deposits.....	\$370,003,299	Unearned Premiums.....	\$7,503,154,587
*Bonds — U.S Government.....	1,331,664,975	Reserve for Claims and Claims Expense.....	19,658,731,454
*Other Bonds.....	11,127,053,004	Funds Held Under Reinsurance Treaties.....	224,693,828
*Stocks.....	16,367,850,688	Reserve for Dividends to Policyholders.....	967,520
Real Estate.....	272,895,626	Additional Statutory Reserve.....	52,491,027
Agents' Balances or Uncollected Premiums.....	5,258,657,823	Reserve for Commissions, Taxes and	
Accrued Interest and Rents.....	100,341,596	Other Liabilities.....	<u>4,049,392,852</u>
Other Admitted Assets.....	<u>11,192,287,530</u>	<b>Total.....</b>	<b><u>\$31,489,431,268</u></b>
<b>Total Admitted Assets.....</b>	<b><u>\$46,020,754,541</u></b>	Special Surplus Funds.....	\$176,230,822
		Capital Stock.....	10,000,000
		Paid in Surplus.....	9,484,316,385
		Unassigned Surplus.....	4,860,776,066
		<b>Surplus to Policyholders.....</b>	<b><u>14,531,323,273</u></b>
		<b>Total Liabilities and Surplus.....</b>	<b><u>\$46,020,754,541</u></b>



\* Bonds are stated at amortized or investment value; Stocks at Association Market Values.  
The foregoing financial information is taken from Liberty Mutual Insurance Company's financial statement filed with the state of Massachusetts Department of Insurance.

I, TIM MIKOLAJEWSKI, Assistant Secretary of Liberty Mutual Insurance Company, do hereby certify that the foregoing is a true, and correct statement of the Assets and Liabilities of said Corporation, as of December 31, 2017, to the best of my knowledge and belief.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed the seal of said Corporation at Seattle, Washington, this 16<sup>th</sup> day of March, 2018.

*T. Mikolajewski*

\_\_\_\_\_  
Assistant Secretary



This Power of Attorney limits the acts of those named herein, and they have no authority to bind the Company except in the manner and to the extent herein stated.

Liberty Mutual Insurance Company
The Ohio Casualty Insurance Company
West American Insurance Company

Certificate No: 8196935

POWER OF ATTORNEY

KNOWN ALL PERSONS BY THESE PRESENTS: That The Ohio Casualty Insurance Company is a corporation duly organized under the laws of the State of New Hampshire, that Liberty Mutual Insurance Company is a corporation duly organized under the laws of the State of Massachusetts, and West American Insurance Company is a corporation duly organized under the laws of the State of Indiana (herein collectively called the "Companies"), pursuant to and by authority herein set forth, does hereby name, constitute and appoint, Sherryanne M. DePirro, Mary R. McKee, Vincent C. Miseo, Lisa M. Scavetta, Maria L. Spadaccini, Nicholas F. Walsh, Elliott W. Wolffe

all of the city of Paramus state of NJ each individually if there be more than one named, its true and lawful attorney-in-fact to make, execute, seal, acknowledge and deliver, for and on its behalf as surety and as its act and deed, any and all undertakings, bonds, recognizances and other surety obligations, in pursuance of these presents and shall be as binding upon the Companies as if they have been duly signed by the president and attested by the secretary of the Companies in their own proper persons.

IN WITNESS WHEREOF, this Power of Attorney has been subscribed by an authorized officer or official of the Companies and the corporate seals of the Companies have been affixed thereto this 2nd day of October, 2018.



Liberty Mutual Insurance Company
The Ohio Casualty Insurance Company
West American Insurance Company

By: David M. Carey, Assistant Secretary

Not valid for mortgage, note, loan, letter of credit, currency rate, interest rate or residual value guarantees.

State of PENNSYLVANIA ss
County of MONTGOMERY

On this 2nd day of October, 2018 before me personally appeared David M. Carey, who acknowledged himself to be the Assistant Secretary of Liberty Mutual Insurance Company, The Ohio Casualty Company, and West American Insurance Company, and that he, as such, being authorized so to do, execute the foregoing instrument for the purposes therein contained by signing on behalf of the corporations by himself as a duly authorized officer.

IN WITNESS WHEREOF, I have hereunto subscribed my name and affixed my notarial seal at King of Prussia, Pennsylvania, on the day and year first above written.



COMMONWEALTH OF PENNSYLVANIA
Notarial Seal
Teresa Pastella, Notary Public
Upper Merion Twp., Montgomery County
My Commission Expires March 28, 2021
Member, Pennsylvania Association of Notaries

By: Teresa Pastella, Notary Public

This Power of Attorney is made and executed pursuant to and by authority of the following By-laws and Authorizations of The Ohio Casualty Insurance Company, Liberty Mutual Insurance Company, and West American Insurance Company which resolutions are now in full force and effect reading as follows:

ARTICLE IV - OFFICERS: Section 12. Power of Attorney.

Any officer or other official of the Corporation authorized for that purpose in writing by the Chairman or the President, and subject to such limitation as the Chairman or the President may prescribe, shall appoint such attorneys-in-fact, as may be necessary to act in behalf of the Corporation to make, execute, seal, acknowledge and deliver as surety any and all undertakings, bonds, recognizances and other surety obligations. Such attorneys-in-fact, subject to the limitations set forth in their respective powers of attorney, shall have full power to bind the Corporation by their signature and execution of any such instruments and to attach thereto the seal of the Corporation. When so executed, such instruments shall be as binding as if signed by the President and attested to by the Secretary. Any power or authority granted to any representative or attorney-in-fact under the provisions of this article may be revoked at any time by the Board, the Chairman, the President or by the officer or officers granting such power or authority.

ARTICLE XIII - Execution of Contracts: Section 5. Surety Bonds and Undertakings.

Any officer of the Company authorized for that purpose in writing by the chairman or the president, and subject to such limitations as the chairman or the president may prescribe, shall appoint such attorneys-in-fact, as may be necessary to act in behalf of the Company to make, execute, seal, acknowledge and deliver as surety any and all undertakings, bonds, recognizances and other surety obligations. Such attorneys-in-fact subject to the limitations set forth in their respective powers of attorney, shall have full power to bind the Company by their signature and execution of any such instruments and to attach thereto the seal of the Company. When so executed such instruments shall be as binding as if signed by the president and attested by the secretary.

Certificate of Designation - The President of the Company, acting pursuant to the Bylaws of the Company, authorizes David M. Carey, Assistant Secretary to appoint such attorneys-in-fact as may be necessary to act on behalf of the Company to make, execute, seal, acknowledge and deliver as surety any and all undertakings, bonds, recognizances and other surety obligations.

Authorization - By unanimous consent of the Company's Board of Directors, the Company consents that facsimile or mechanically reproduced signature of any assistant secretary of the Company, wherever appearing upon a certified copy of any power of attorney issued by the Company in connection with surety bonds, shall be valid and binding upon the Company with the same force and effect as though manually affixed.

I, Renee C. Llewellyn, the undersigned, Assistant Secretary, The Ohio Casualty Insurance Company, Liberty Mutual Insurance Company, and West American Insurance Company do hereby certify that the original power of attorney of which the foregoing is a full, true and correct copy of the Power of Attorney executed by said Companies, is in full force and effect and has not been revoked.

IN TESTIMONY WHEREOF, I have hereunto set my hand and affixed the seals of said Companies this 7th day of February, 2019.



By: Renee C. Llewellyn, Assistant Secretary

To confirm the validity of this Power of Attorney call 1-610-832-8240 between 9:00 am and 4:30 pm EST on any business day.

TRAVELERS CASUALTY AND SURETY COMPANY OF AMERICA

HARTFORD, CONNECTICUT 06183

FINANCIAL STATEMENT AS OF DECEMBER 31, 2017

CAPITAL STOCK \$ 6,480,000

ASSETS		LIABILITIES & SURPLUS	
CASH AND INVESTED CASH	\$ 137,828,346	UNEARNED PREMIUMS	\$ 920,416,346
BONDS	3,372,829,396	LOSSES	820,933,807
STOCKS	326,030,613	LOSS ADJUSTMENT EXPENSES	181,114,296
INVESTMENT INCOME DUE AND ACCRUED	39,230,403	COMMISSIONS	42,188,100
OTHER INVESTED ASSETS	2,641,903	TAXES, LICENSES AND FEES	13,242,950
PREMIUM BALANCES	235,708,836	OTHER EXPENSES	42,889,178
NET DEFERRED TAX ASSET	46,322,453	CURRENT FEDERAL AND FOREIGN INCOME TAXES	1,313,124
REINSURANCE RECOVERABLE	23,906,019	REMITTANCES AND ITEMS NOT ALLOCATED	82,545,307
SECURITIES LENDING REINVESTED COLLATERAL ASSETS	20,555,872	AMOUNTS WITHHELD / RETAINED BY COMPANY FOR OTHERS	35,924,038
RECEIVABLES FROM PARENT, SUBSIDIARIES AND AFFILIATES	21,488,218	RETROACTIVE REINSURANCE RESERVE ASSUMED	793,039
ASSUMED REINSURANCE RECEIVABLE AND PAYABLE	626,835	POLICYHOLDER DIVIDENDS	9,857,423
OTHER ASSETS	5,795,705	PROVISION FOR REINSURANCE	5,066,341
		ADVANCE PREMIUM	1,256,758
		ESCHEAT LIABILITY	637,143
		PAYABLE FOR SECURITIES LENDING	20,555,872
		CEDED REINSURANCE NET PREMIUMS PAYABLE	36,704,062
		OTHER ACCRUED EXPENSES AND LIABILITIES	686,489
		<b>TOTAL LIABILITIES</b>	<b>\$ 2,216,124,273</b>
		CAPITAL STOCK	\$ 6,480,000
		PAID IN SURPLUS	433,803,760
		OTHER SURPLUS	1,576,352,567
		<b>TOTAL SURPLUS TO POLICYHOLDERS</b>	<b>\$ 2,016,636,327</b>
<b>TOTAL ASSETS</b>	<b>\$ 4,232,760,599</b>	<b>TOTAL LIABILITIES &amp; SURPLUS</b>	<b>\$ 4,232,760,599</b>

STATE OF CONNECTICUT )  
 COUNTY OF HARTFORD ) SS.  
 CITY OF HARTFORD )

MICHAEL J. DOODY, BEING DULY SWORN, SAYS THAT HE IS SECOND VICE PRESIDENT, OF TRAVELERS CASUALTY AND SURETY COMPANY OF AMERICA, AND THAT TO THE BEST OF HIS KNOWLEDGE AND BELIEF, THE FOREGOING IS A TRUE AND CORRECT STATEMENT OF THE FINANCIAL CONDITION OF SAID COMPANY AS OF THE 31ST DAY OF DECEMBER, 2017.

*Michael J. Doody*  
 SECOND VICE PRESIDENT

*Susan M. Weissleder*  
 NOTARY PUBLIC

SUSAN M. WEISSLEDER  
 Notary Public  
 My Commission Expires November 30, 2022

SUBSCRIBED AND SWORN TO BEFORE ME THIS  
 16TH DAY OF MARCH, 2018





**Travelers Casualty and Surety Company of America  
Travelers Casualty and Surety Company  
St. Paul Fire and Marine Insurance Company**

**POWER OF ATTORNEY**

**KNOW ALL MEN BY THESE PRESENTS:** That Travelers Casualty and Surety Company of America, Travelers Casualty and Surety Company, and St. Paul Fire and Marine Insurance Company are corporations duly organized under the laws of the State of Connecticut (herein collectively called the "Companies"), and that the Companies do hereby make, constitute and appoint **Elliott W. Wolffe** of **Paramus, New Jersey**, their true and lawful Attorney-in-Fact to sign, execute, seal and acknowledge any and all bonds, recognizances, conditional undertakings and other writings obligatory in the nature thereof on behalf of the Companies in their business of guaranteeing the fidelity of persons, guaranteeing the performance of contracts and executing or guaranteeing bonds and undertakings required or permitted in any actions or proceedings allowed by law.

**IN WITNESS WHEREOF**, the Companies have caused this instrument to be signed, and their corporate seals to be hereto affixed, this **3rd** day of **February**, 2017.

State of Connecticut  
City of Hartford ss.



By:   
Robert L. Raney, Senior Vice President

On this the **3rd** day of **February**, 2017, before me personally appeared **Robert L. Raney**, who acknowledged himself to be the Senior Vice President of Travelers Casualty and Surety Company of America, Travelers Casualty and Surety Company, and St. Paul Fire and Marine Insurance Company, and that he, as such, being authorized so to do, executed the foregoing instrument for the purposes therein contained by signing on behalf of the corporations by himself as a duly authorized officer.

**In Witness Whereof**, I hereunto set my hand and official seal.

My Commission expires the **30th** day of **June**, 2021



Marie C. Tetreault, Notary Public

This Power of Attorney is granted under and by the authority of the following resolutions adopted by the Boards of Directors of Travelers Casualty and Surety Company of America, Travelers Casualty and Surety Company, and St. Paul Fire and Marine Insurance Company, which resolutions are now in full force and effect, reading as follows:

**RESOLVED**, that the Chairman, the President, any Vice Chairman, any Executive Vice President, any Senior Vice President, any Vice President, any Second Vice President, the Treasurer, any Assistant Treasurer, the Corporate Secretary or any Assistant Secretary may appoint Attorneys-in-Fact and Agents to act for and on behalf of the Company and may give such appointee such authority as his or her certificate of authority may prescribe to sign with the Company's name and seal with the Company's seal bonds, recognizances, contracts of indemnity, and other writings obligatory in the nature of a bond, recognizance, or conditional undertaking, and any of said officers or the Board of Directors at any time may remove any such appointee and revoke the power given him or her; and it is

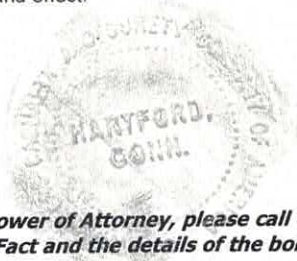
**FURTHER RESOLVED**, that the Chairman, the President, any Vice Chairman, any Executive Vice President, any Senior Vice President or any Vice President may delegate all or any part of the foregoing authority to one or more officers or employees of this Company, provided that each such delegation is in writing and a copy thereof is filed in the office of the Secretary; and it is

**FURTHER RESOLVED**, that any bond, recognizance, contract of indemnity, or writing obligatory in the nature of a bond, recognizance, or conditional undertaking shall be valid and binding upon the Company when (a) signed by the President, any Vice Chairman, any Executive Vice President, any Senior Vice President or any Vice President, any Second Vice President, the Treasurer, any Assistant Treasurer, the Corporate Secretary or any Assistant Secretary and duly attested and sealed with the Company's seal by a Secretary or Assistant Secretary; or (b) duly executed (under seal, if required) by one or more Attorneys-in-Fact and Agents pursuant to the power prescribed in his or her certificate or their certificates of authority or by one or more Company officers pursuant to a written delegation of authority; and it is

**FURTHER RESOLVED**, that the signature of each of the following officers: President, any Executive Vice President, any Senior Vice President, any Vice President, any Assistant Vice President, any Secretary, any Assistant Secretary, and the seal of the Company may be affixed by facsimile to any Power of Attorney or to any certificate relating thereto appointing Resident Vice Presidents, Resident Assistant Secretaries or Attorneys-in-Fact for purposes only of executing and attesting bonds and undertakings and other writings obligatory in the nature thereof, and any such Power of Attorney or certificate bearing such facsimile signature or facsimile seal shall be valid and binding upon the Company and any such power so executed and certified by such facsimile signature and facsimile seal shall be valid and binding on the Company in the future with respect to any bond or understanding to which it is attached.

I, **Kevin E. Hughes**, the undersigned, Assistant Secretary of Travelers Casualty and Surety Company of America, Travelers Casualty and Surety Company, and St. Paul Fire and Marine Insurance Company, do hereby certify that the above and foregoing is a true and correct copy of the Power of Attorney executed by said Companies, which remains in full force and effect.

Dated this 7th day of February, 2019



Kevin E. Hughes, Assistant Secretary

**To verify the authenticity of this Power of Attorney, please call us at 1-800-421-3880.  
Please refer to the above-named Attorney-in-Fact and the details of the bond to which the power is attached.**



# THE FIDELITY AND DEPOSIT COMPANY

OF MARYLAND

600 Red Brook Blvd., Suite 600, Owings Mills, MD 21117

## Statement of Financial Condition

As Of December 31, 2017

### ASSETS

Bonds .....	\$ 131,463,323
Stocks .....	23,365,385
Cash and Short Term Investments.....	15,943,690
Reinsurance Recoverable .....	7,520,824
Federal Income Tax Recoverable.....	62,266
Other Accounts Receivable.....	35,672,323
TOTAL ADMITTED ASSETS .....	<u>\$ 214,027,811</u>

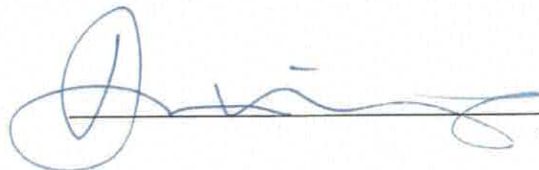
### LIABILITIES, SURPLUS AND OTHER FUNDS

Reserve for Taxes and Expenses.....	\$ 580,990
Ceded Reinsurance Premiums Payable .....	42,235,595
Securities Lending Collateral Liability .....	0
TOTAL LIABILITIES .....	<u>\$ 42,816,584</u>
Capital Stock, Paid Up .....	\$ 5,000,000
Surplus .....	<u>166,211,227</u>
Surplus as regards Policyholders.....	171,211,226
TOTAL .....	<u>\$ 214,027,811</u>

Securities carried at \$62,198,396 in the above statement are deposited with various states as required by law.


Securities carried on the basis prescribed by the National Association of Insurance Commissioners. On the basis of market quotations for all bonds and stocks owned, the Company's total admitted assets at December 31, 2017 would be \$213,515,173 and surplus as regards policyholders \$170,698,588.

I, DENNIS F. KERRIGAN, Corporate Secretary of the FIDELITY AND DEPOSIT COMPANY OF MARYLAND, do hereby certify that the foregoing statement is a correct exhibit of the assets and liabilities of the said Company on the 31st day of December, 2017.

  
Corporate Secretary

State of Illinois }  
City of Schaumburg } SS:

Subscribed and sworn to, before me, a Notary Public of the State of Illinois, in the City of Schaumburg, this 9<sup>th</sup> day of March, 2018.

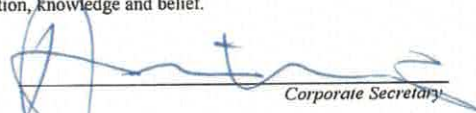
  
Notary Public



**ZURICH AMERICAN INSURANCE COMPANY**  
**COMPARATIVE BALANCE SHEET**  
**4 WORLD TRADE CENTER, 150 GREENWICH STREET, NEW YORK, NY 10007**  
**As of December 31, 2017 and December 31, 2016**

	12/31/2017	12/31/2016
<b><u>Assets</u></b>		
Bonds	\$ 17,304,611,032	\$ 17,161,451,744
Preferred Stock	-	-
Common Stock	3,336,061,932	3,241,050,263
Real Estate	1,169,333,479	1,026,001,064
Other Invested Assets	1,398,151,991	1,948,564,541
Derivatives	34,100	15,084,953
Short-term Investments	122,752,224	655,803,775
Receivable for securities	216,911,554	119,469,175
Cash and cash equivalents	623,989,513	(66,647,236)
Securities lending reinvested collateral assets	142,251,002	112,477,509
Employee Trust for Deferred Compensation Plan	154,154,004	156,985,102
Total Cash and Invested Assets	\$ 24,468,250,829	\$ 24,370,240,890
Premiums Receivable	\$ 4,853,380,227	\$ 4,231,447,148
Funds Held with Reinsurers	289,784	1,783,310
Reinsurance Recoverable	648,465,014	623,035,654
Accrued Investment Income	132,373,174	123,371,546
Federal Income Tax Recoverable	477,481,846	947,211,719
Due from Affiliates	407,585,927	110,421,961
Other Assets	594,128,929	595,372,223
Total Assets	\$ 31,581,955,729	\$ 31,002,884,451
<b><u>Liabilities and Policyholders' Surplus</u></b>		
<b>Liabilities:</b>		
Loss and LAE Reserves	\$ 14,125,301,895	\$ 14,267,336,824
Unearned Premium Reserve	4,274,053,819	4,253,376,558
Funds Held with Reinsurers	637,809,938	215,284,071
Loss In Course of Payment	888,528,099	534,413,839
Commission Reserve	112,790,522	136,388,581
Federal Income Tax Payable	88,988,756	89,598,056
Remittances and Items Unallocated	161,295,880	142,307,982
Payable to parent, subs and affiliates	221,304,753	264,541,870
Provision for Reinsurance	169,995,451	56,323,818
Ceded Reinsurance Premiums Payable	1,000,276,567	934,904,370
Securities Lending Collateral Liability	142,251,002	112,477,509
Other Liabilities	2,140,323,174	2,144,252,359
Total Liabilities	\$ 23,962,919,856	\$ 23,151,205,837
<b>Policyholders' Surplus:</b>		
Common Capital Stock	\$ 5,000,000	\$ 5,000,000
Paid-In and Contributed Surplus	4,394,131,321	4,394,131,321
Surplus Notes	-	-
Special Surplus Funds	49,899,000	52,465,000
Cumulative Unrealized Gain	283,695,517	178,672,890
Unassigned Surplus	2,886,310,035	3,221,409,403
Total Policyholders' Surplus	\$ 7,619,035,873	\$ 7,851,678,614
Total Liabilities and Policyholders' Surplus	\$ 31,581,955,729	\$ 31,002,884,451

I, Dennis F. Kerrigan, Corporate Secretary of ZURICH AMERICAN INSURANCE COMPANY do hereby certify that the foregoing statement is a correct exhibit of the assets and liabilities of the said Company, on the 31st day of December, 2017, according to the best of my information, knowledge and belief.

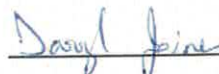
  
 \_\_\_\_\_  
 Corporate Secretary

State of Illinois  
 County of Cook

} SS:

Subscribed and sworn to, before me, a Notary Public of the State of Illinois, in the City of Schaumburg, this 9th day of March, 2018.



  
 \_\_\_\_\_  
 Notary public

**ZURICH AMERICAN INSURANCE COMPANY  
COLONIAL AMERICAN CASUALTY AND SURETY COMPANY  
FIDELITY AND DEPOSIT COMPANY OF MARYLAND  
POWER OF ATTORNEY**

KNOW ALL MEN BY THESE PRESENTS: That the ZURICH AMERICAN INSURANCE COMPANY, a corporation of the State of New York, the COLONIAL AMERICAN CASUALTY AND SURETY COMPANY, a corporation of the State of Maryland, and the FIDELITY AND DEPOSIT COMPANY OF MARYLAND a corporation of the State of Maryland (herein collectively called the "Companies"), by **Michael P. Bond, Vice President**, in pursuance of authority granted by Article V, Section 8, of the By-Laws of said Companies, which are set forth on the reverse side hereof and are hereby certified to be in full force and effect on the date hereof, do hereby nominate, constitute, and appoint **Mary R. MCKEE, Maria L. SPADACCINI, Sherryanne M. DEPIRRO, Nicholas F. WALSH, Lisa M. SCAVETTA, Elliott W. WOLFFE and Vincent C. MISEO, all of Paramus, New Jersey, EACH** its true and lawful agents and Attorney-in-Facts, to make, execute, seal and deliver, for, and on its behalf as surety, and as its act and deed: **any and all bonds and undertakings**, and the execution of such bonds or undertakings in pursuance of these presents, shall be as binding upon said Companies, as fully and amply, to all intents and purposes, as if they had been duly executed and acknowledged by the regularly elected officers of the ZURICH AMERICAN INSURANCE COMPANY at its office in New York, New York., the regularly elected officers of the COLONIAL AMERICAN CASUALTY AND SURETY COMPANY at its office in Owings Mills, Maryland., and the regularly elected officers of the FIDELITY AND DEPOSIT COMPANY OF MARYLAND at its office in Owings Mills, Maryland., in their own proper persons.

The said Vice President does hereby certify that the extract set forth on the reverse side hereof is a true copy of Article V, Section 8, of the By-Laws of said Companies, and is now in force.

IN WITNESS WHEREOF, the said Vice-President has hereunto subscribed his/her names and affixed the Corporate Seals of the said **ZURICH AMERICAN INSURANCE COMPANY, COLONIAL AMERICAN CASUALTY AND SURETY COMPANY, and FIDELITY AND DEPOSIT COMPANY OF MARYLAND**, this 19th day of September, A.D. 2017.

**ATTEST:  
ZURICH AMERICAN INSURANCE COMPANY  
COLONIAL AMERICAN CASUALTY AND SURETY COMPANY  
FIDELITY AND DEPOSIT COMPANY OF MARYLAND**



By: *Michael P. Bond*  
Vice President

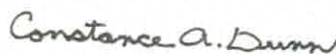


By: *Dawn E. Brown*  
Secretary

**State of Maryland  
County of Baltimore**

On this 19th day of September, A.D. 2017, before the subscriber, a Notary Public of the State of Maryland, duly commissioned and qualified, **Michael P. Bond, Vice President and Dawn E. Brown, Secretary** of the Companies, to me personally known to be the individuals and officers described in and who executed the preceding instrument, and acknowledged the execution of same, and being by me duly sworn, deposeth and saith, that he/she is the said officer of the Company aforesaid, and that the seals affixed to the preceding instrument are the Corporate Seals of said Companies, and that the said Corporate Seals and the signature as such officer were duly affixed and subscribed to the said instrument by the authority and direction of the said Corporations.

IN TESTIMONY WHEREOF, I have hereunto set my hand and affixed my Official Seal the day and year first above written.



Constance A. Dunn, Notary Public  
My Commission Expires: July 9, 2019



## EXTRACT FROM BY-LAWS OF THE COMPANIES

"Article V, Section 8, Attorneys-in-Fact. The Chief Executive Officer, the President, or any Executive Vice President or Vice President may, by written instrument under the attested corporate seal, appoint attorneys-in-fact with authority to execute bonds, policies, recognizances, stipulations, undertakings, or other like instruments on behalf of the Company, and may authorize any officer or any such attorney-in-fact to affix the corporate seal thereto; and may with or without cause modify or revoke any such appointment or authority at any time."

### CERTIFICATE

I, the undersigned, Vice President of the ZURICH AMERICAN INSURANCE COMPANY, the COLONIAL AMERICAN CASUALTY AND SURETY COMPANY, and the FIDELITY AND DEPOSIT COMPANY OF MARYLAND, do hereby certify that the foregoing Power of Attorney is still in full force and effect on the date of this certificate; and I do further certify that Article V, Section 8, of the By-Laws of the Companies is still in force.

This Power of Attorney and Certificate may be signed by facsimile under and by authority of the following resolution of the Board of Directors of the ZURICH AMERICAN INSURANCE COMPANY at a meeting duly called and held on the 15th day of December 1998.

RESOLVED: "That the signature of the President or a Vice President and the attesting signature of a Secretary or an Assistant Secretary and the Seal of the Company may be affixed by facsimile on any Power of Attorney...Any such Power or any certificate thereof bearing such facsimile signature and seal shall be valid and binding on the Company."

This Power of Attorney and Certificate may be signed by facsimile under and by authority of the following resolution of the Board of Directors of the COLONIAL AMERICAN CASUALTY AND SURETY COMPANY at a meeting duly called and held on the 5th day of May, 1994, and the following resolution of the Board of Directors of the FIDELITY AND DEPOSIT COMPANY OF MARYLAND at a meeting duly called and held on the 10th day of May, 1990.

RESOLVED: "That the facsimile or mechanically reproduced seal of the company and facsimile or mechanically reproduced signature of any Vice-President, Secretary, or Assistant Secretary of the Company, whether made heretofore or hereafter, wherever appearing upon a certified copy of any power of attorney issued by the Company, shall be valid and binding upon the Company with the same force and effect as though manually affixed.

IN TESTIMONY WHEREOF, I have hereunto subscribed my name and affixed the corporate seals of the said Companies, this 7th day of February, 2019.



*Michael C. Fay*

Michael C. Fay, Vice President

**TO REPORT A CLAIM WITH REGARD TO A SURETY BOND, PLEASE SUBMIT A COMPLETE DESCRIPTION OF THE CLAIM INCLUDING THE PRINCIPAL ON THE BOND, THE BOND NUMBER, AND YOUR CONTACT INFORMATION TO:**

Zurich Surety Claims  
1299 Zurich Way  
Schaumburg, IL 60196-1056  
[www.zurichna.com/en/claims](http://www.zurichna.com/en/claims)

# FEDERAL INSURANCE COMPANY

## STATEMENT OF ASSETS, LIABILITIES AND SURPLUS TO POLICYHOLDERS

Statutory Basis

DECEMBER 31, 2017

(in thousands of dollars)

<i>ASSETS</i>		<i>LIABILITIES AND SURPLUS TO POLICYHOLDERS</i>	
Cash and Short Term Investments.....	\$ (78,340)	Outstanding Losses and Loss Expenses .....	\$ 10,545,326
United States Government, State and Municipal Bonds .....	7,063,387	Unearned Premiums.....	2,087,124
Other Bonds.....	5,366,068	Ceded Reinsurance Premiums Payable.....	739,431
Stocks .....	134,041	Provision for Reinsurance .....	57,140
Other Invested Assets.....	1,006,599	Other Liabilities.....	<u>1,044,341</u>
TOTAL INVESTMENTS .....	<u>13,491,755</u>	TOTAL LIABILITIES .....	<u>14,473,362</u>
Investments in Affiliates:		Capital Stock.....	20,980
Chubb Investment Holdings, Inc. ....	3,890,677	Paid-In Surplus.....	3,209,193
Great Northern Insurance Company .....	557,388	Unassigned Funds .....	<u>4,066,505</u>
Vigilant Insurance Company.....	327,316		
Chubb Indemnity Insurance Company.....	171,786	SURPLUS TO POLICYHOLDERS .....	<u>7,296,678</u>
Chubb National Insurance Company .....	171,493		
Chubb European Investment Holdings, SLP .	119,836		
Other Affiliates .....	76,806		
Premiums Receivable .....	1,594,780		
Other Assets .....	<u>1,368,203</u>		
TOTAL ADMITTED ASSETS .....	<u>\$ 21,770,040</u>	TOTAL LIABILITIES AND SURPLUS .....	<u>\$ 21,770,040</u>

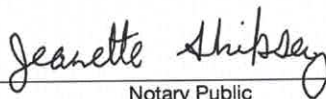
Investments are valued in accordance with requirements of the National Association of Insurance Commissioners. At December 31, 2017, investments with a carrying value of \$558,430,596 were deposited with government authorities as required by law.

State, County & City of New York, — ss:

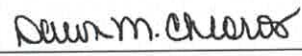
Dawn M. Chloros, Assistant Secretary \_\_\_\_\_ of the Federal Insurance Company

being duly sworn, deposes and says that the foregoing Statement of Assets, Liabilities and Surplus to Policyholders of said Federal Insurance Company on December 31, 2017 is true and correct and is a true abstract of the Annual Statement of said Company as filed with the Secretary of the Treasury of the United States for the 12 months ending December 31, 2017.

Subscribed and sworn to before me  
this March 1, 2018.

  
Notary Public

JEANETTE SHIPSEY  
Notary Public, State of New York  
No. 02SH5074142  
Qualified in Nassau County  
Commission Expires March 10, 2019

  
Assistant Secretary

Power of Attorney

Federal Insurance Company | Vigilant Insurance Company | Pacific Indemnity Company

Know All by These Presents, That FEDERAL INSURANCE COMPANY, an Indiana corporation, VIGILANT INSURANCE COMPANY, a New York corporation, and PACIFIC INDEMNITY COMPANY, a Wisconsin corporation, do each hereby constitute and appoint Sherryanne M. DePirro, Mary R. McKee, Vincent C. Miso, Lisa M. Scavetta, Maria L. Spadaccini, Nicholas F. Walsh and Elliott W. Wolfe of Paramus, New Jersey

each as their true and lawful Attorney-in-Fact to execute under such designation in their names and to affix their corporate seals to and deliver for and on their behalf as surety thereon or otherwise, bonds and undertakings and other writings obligatory in the nature thereof (other than bail bonds) given or executed in the course of business, and any instruments amending or altering the same, and consents to the modification or alteration of any instrument referred to in said bonds or obligations.

In Witness Whereof, said FEDERAL INSURANCE COMPANY, VIGILANT INSURANCE COMPANY, and PACIFIC INDEMNITY COMPANY have each executed and attested these presents and affixed their corporate seals on this 31st day of July, 2017.

Dawn M. Chloros

Dawn M. Chloros, Assistant Secretary

Stephen M. Haney

Stephen M. Haney, Vice President



STATE OF NEW JERSEY
County of Hunterdon

ss.

On this 31st day of July, 2017 before me, a Notary Public of New Jersey, personally came Dawn M. Chloros, to me known to be Assistant Secretary of FEDERAL INSURANCE COMPANY, VIGILANT INSURANCE COMPANY, and PACIFIC INDEMNITY COMPANY, the companies which executed the foregoing Power of Attorney, and the said Dawn M. Chloros, being by me duly sworn, did depose and say that she is Assistant Secretary of FEDERAL INSURANCE COMPANY, VIGILANT INSURANCE COMPANY, and PACIFIC INDEMNITY COMPANY and knows the corporate seals thereof, that the seals affixed to the foregoing Power of Attorney are such corporate seals and were thereto affixed by authority of said Companies; and that she signed said Power of Attorney as Assistant Secretary of said Companies by like authority; and that she is acquainted with Stephen M. Haney, and knows him to be Vice President of said Companies; and that the signature of Stephen M. Haney, subscribed to said Power of Attorney is in the genuine handwriting of Stephen M. Haney, and was thereto subscribed by authority of said Companies and in deponent's presence.

Notarial Seal



KATHERINE J. ADELAAR
NOTARY PUBLIC OF NEW JERSEY
No. 2316865
Commission Expires July 16, 2019

Signature of Notary Public

CERTIFICATION

Resolutions adopted by the Boards of Directors of FEDERAL INSURANCE COMPANY, VIGILANT INSURANCE COMPANY, and PACIFIC INDEMNITY COMPANY on August 30, 2016:

"RESOLVED, that the following authorizations relate to the execution, for and on behalf of the Company, of bonds, undertakings, recognizances, contracts and other written commitments of the Company entered into in the ordinary course of business (each a "Written Commitment"):

- (1) Each of the Chairman, the President and the Vice Presidents of the Company is hereby authorized to execute any Written Commitment for and on behalf of the Company, under the seal of the Company or otherwise.
(2) Each duly appointed attorney-in-fact of the Company is hereby authorized to execute any Written Commitment for and on behalf of the Company, under the seal of the Company or otherwise, to the extent that such action is authorized by the grant of powers provided for in such person's written appointment as such attorney-in-fact.
(3) Each of the Chairman, the President and the Vice Presidents of the Company is hereby authorized, for and on behalf of the Company, to appoint in writing any person the attorney-in-fact of the Company with full power and authority to execute, for and on behalf of the Company, under the seal of the Company or otherwise, such Written Commitments of the Company as may be specified in such written appointment, which specification may be by general type or class of Written Commitments or by specification of one or more particular Written Commitments.
(4) Each of the Chairman, the President and the Vice Presidents of the Company is hereby authorized, for and on behalf of the Company, to delegate in writing to any other officer of the Company the authority to execute, for and on behalf of the Company, under the Company's seal or otherwise, such Written Commitments of the Company as are specified in such written delegation, which specification may be by general type or class of Written Commitments or by specification of one or more particular Written Commitments.
(5) The signature of any officer or other person executing any Written Commitment or appointment or delegation pursuant to this Resolution, and the seal of the Company, may be affixed by facsimile on such Written Commitment or written appointment or delegation.

FURTHER RESOLVED, that the foregoing Resolution shall not be deemed to be an exclusive statement of the powers and authority of officers, employees and other persons to act for and on behalf of the Company, and such Resolution shall not limit or otherwise affect the exercise of any such power or authority otherwise validly granted or vested."

I, Dawn M. Chloros, Assistant Secretary of FEDERAL INSURANCE COMPANY, VIGILANT INSURANCE COMPANY, and PACIFIC INDEMNITY COMPANY (the "Companies") do hereby certify that

- (i) the foregoing Resolutions adopted by the Board of Directors of the Companies are true, correct and in full force and effect,
(ii) the Companies are duly licensed and authorized to transact surety business in all 50 of the United States of America and the District of Columbia and are authorized by the U.S. Treasury Department; further, Federal and Vigilant are licensed in the U.S. Virgin Islands, and Federal is licensed in Guam, Puerto Rico, and each of the Provinces of Canada except Prince Edward Island; and
(iii) the foregoing Power of Attorney is true, correct and in full force and effect.

Given under my hand and seals of said Companies at Whitehouse Station, NJ, this 7th day of February, 2019.



Dawn M. Chloros

Dawn M. Chloros, Assistant Secretary

IN THE EVENT YOU WISH TO NOTIFY US OF A CLAIM, VERIFY THE AUTHENTICITY OF THIS BOND OR NOTIFY US OF ANY OTHER MATTER, PLEASE CONTACT US AT: Telephone (908) 903-3493 Fax (908) 903-3656 e-mail: surety@chubb.com

**THE CONTINENTAL INSURANCE COMPANY**  
**Radnor, Pennsylvania**  
**Statement of Net Admitted Assets and Liabilities**  
**December 31, 2017**

ASSETS

Bonds	\$	1,330,429,936
Stocks		167,742,715
Cash and short-term investments		85,825,850
Receivables for securities		20,196
Investment income due and accrued		17,161,745
Amounts recoverable from reinsurers		76,945,537
Funds held by or deposited with reinsured companies		1,540,327
Net deferred tax asset		36,893,768
Premiums and considerations		53,800,822
Other assets		5,375,416
Total Assets	\$	1,775,736,312

LIABILITIES AND SURPLUS

Losses	\$	766,069,688
Loss adjustment expense		35,005,913
Unearned premiums		-
Other expenses		696,304
Ceded reinsurance premiums payable (net of ceding commissions)		61,662,528
Funds held by company under reinsurance treaties		4,756,715
Provision for reinsurance		76,000,000
Other liabilities		(726,512,230)
Total Liabilities	\$	217,678,918

Surplus Account:

Capital paid up	\$	53,566,360
Gross paid in and contributed surplus		1,423,436,994
Special Surplus		306,057,919
Unassigned funds		(225,003,878)
Surplus as regards policyholders		\$ 1,558,057,394
Total Liabilities and Capital	\$	1,775,736,312

I, Troy Wray, Assistant Vice President of Continental Insurance Company hereby certify that the above is an accurate representation of the financial statement of the Company dated December 31, 2017, as filed with the various Insurance Departments and is a true and correct statement of the condition of Continental Insurance Company as of that date.

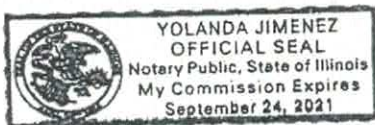


THE CONTINENTAL INSURANCE COMPANY

By Troy Wray  
Assistant Vice President

Subscribed and sworn to me this 8th day of March, 2018.

My commission expires:



Yolanda Jimenez  
Notary Public

**POWER OF ATTORNEY APPOINTING INDIVIDUAL ATTORNEY-IN-FACT**

**Know All Men By These Presents**, That The Continental Insurance Company, a Pennsylvania insurance company, is a duly organized and existing insurance company having its principal office in the City of Chicago, and State of Illinois, and that it does by virtue of the signature and seal herein affixed hereby make, constitute and appoint

**Mary R McKee, Sherryanne M DePirro, Maria L Spadaccini, Nicholas F Walsh, Elliott W Wolffe, Vincent C Miseo, Lisa M Scavetta, Individually**

of Paramus, NJ, its true and lawful Attorney(s)-in-Fact with full power and authority hereby conferred to sign, seal and execute for and on its behalf bonds, undertakings and other obligatory instruments of similar nature

**- In Unlimited Amounts -**

and to bind them thereby as fully and to the same extent as if such instruments were signed by a duly authorized officer of the insurance company and all the acts of said Attorney, pursuant to the authority hereby given is hereby ratified and confirmed.

This Power of Attorney is made and executed pursuant to and by authority of the By-Law and Resolutions, printed on the reverse hereof, duly adopted, as indicated, by the Board of Directors of the insurance company.

**In Witness Whereof**, The Continental Insurance Company has caused these presents to be signed by its Vice President and its corporate seal to be hereto affixed on this 25th day of April, 2018.

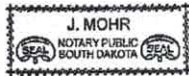


The Continental Insurance Company

*Paul T. Bruflatt*  
Paul T. Bruflatt Vice President

State of South Dakota, County of Minnehaha, ss:

On this 25th day of April, 2018, before me personally came Paul T. Bruflatt to me known, who, being by me duly sworn, did depose and say: that he resides in the City of Sioux Falls, State of South Dakota; that he is a Vice President of The Continental Insurance Company, a Pennsylvania insurance company, described in and which executed the above instrument; that he knows the seal of said insurance company; that the seal affixed to the said instrument is such corporate seal; that it was so affixed pursuant to authority given by the Board of Directors of said insurance company and that he signed his name thereto pursuant to like authority, and acknowledges same to be the act and deed of said insurance company.



My Commission Expires June 23, 2021

*J. Mohr*  
J. Mohr Notary Public

**CERTIFICATE**

I, D. Johnson, Assistant Secretary of The Continental Insurance Company, a Pennsylvania insurance company, do hereby certify that the Power of Attorney herein above set forth is still in force, and further certify that the By-Law and Resolution of the Board of Directors of the insurance company printed on the reverse hereof is still in force. In testimony whereof I have hereunto subscribed my name and affixed the seal of the said insurance company this 7th day of February, 2019.



The Continental Insurance Company

*D. Johnson*  
D. Johnson Assistant Secretary

Form F6850-4/2012



Go to [www.cnasurety.com](http://www.cnasurety.com) > Owner / Oblige Services > Validate Bond Coverage, if you want to verify bond authenticity.



## Authorizing Resolutions

ADOPTED BY THE BOARD OF DIRECTORS OF THE CONTINENTAL INSURANCE COMPANY:

This Power of Attorney is made and executed pursuant to and by authority of the following By-Law duly adopted by the Board of Directors of the Company at a meeting held on May 10, 1995.

“RESOLVED: That any Group Vice President may authorize an officer to sign specific documents, agreements and instruments on behalf of the Company provided that the name of such authorized officer and a description of the documents, agreements or instruments that such officer may sign will be provided in writing by the Group Vice President to the Secretary of the Company prior to such execution becoming effective.”

This Power of Attorney is signed by Paul T. Bruffat, Vice President, who has been authorized pursuant to the above resolution to execution power of attorneys on behalf of The Continental Insurance Company.

This Power of Attorney is signed and sealed by facsimile under and by the authority of the following Resolution adopted by the Board of Directors of the Company by unanimous written consent dated the 25<sup>th</sup> day of April, 2012:

“Whereas, the bylaws of the Company or specific resolution of the Board of Directors has authorized various officers (the “Authorized Officers”) to execute various policies, bonds, undertakings and other obligatory instruments of like nature; and

Whereas, from time to time, the signature of the Authorized Officers in addition to being provided in original, hard copy format, may be provided via facsimile or otherwise in an electronic format (collectively, “Electronic Signatures”); Now therefore be it resolved: that the Electronic Signature of any Authorized Officer shall be valid and binding on the Company.”

# BERKSHIRE HATHAWAY SPECIALTY INSURANCE COMPANY

1314 Douglas Street, Suite 1400, Omaha, Nebraska 68102

## ADMITTED ASSETS\*

	<u>12/31/2017</u>	<u>9/30/2017</u>	<u>12/31/2016</u>
Total invested assets	\$ 4,516,104,907	\$ 4,327,535,008	\$ 3,707,827,160
Premium & agent balances	297,141,264	279,204,700	193,621,498
All other assets	137,220,394	129,486,990	185,024,482
<b>Total Admitted Assets</b>	<b><u>\$ 4,950,466,565</u></b>	<b><u>\$ 4,736,226,698</u></b>	<b><u>\$ 4,086,473,140</u></b>

## LIABILITIES & SURPLUS\*

	<u>12/31/2017</u>	<u>9/30/2017</u>	<u>12/31/2016</u>
Loss & loss exp. unpaid	\$ 327,823,391	\$ 288,456,911	\$ 142,981,337
Unearned premiums	209,113,536	198,098,348	160,310,927
All other liabilities	663,892,150	770,564,561	446,041,395
<b>Total Liabilities</b>	<b><u>1,200,829,077</u></b>	<b><u>1,257,119,820</u></b>	<b><u>749,333,659</u></b>
<b>Total Policyholders' Surplus</b>	<b><u>3,749,637,488</u></b>	<b><u>3,479,106,878</u></b>	<b><u>3,337,139,481</u></b>
<b>Total Liabilities &amp; Surplus</b>	<b><u>\$ 4,950,466,565</u></b>	<b><u>\$ 4,736,226,698</u></b>	<b><u>\$ 4,086,473,140</u></b>

\* Assets, liabilities and surplus are presented on a Statutory Accounting Basis as promulgated by the NAIC and/or the laws of the company's domiciliary state.

A.M. Best: A++ Rating

Standard & Poor's: AA+ Rating



### Power Of Attorney

## BERKSHIRE HATHAWAY SPECIALTY INSURANCE COMPANY NATIONAL INDEMNITY COMPANY / NATIONAL LIABILITY & FIRE INSURANCE COMPANY

Know all men by these presents, that **BERKSHIRE HATHAWAY SPECIALTY INSURANCE COMPANY**, a corporation existing under and by virtue of the laws of the State of Nebraska and having an office at One Lincoln Street, 23rd Floor, Boston, Massachusetts 02111, **NATIONAL INDEMNITY COMPANY**, a corporation existing under and by virtue of the laws of the State of Nebraska and having an office at 3024 Harney Street, Omaha, Nebraska 68131 and **NATIONAL LIABILITY & FIRE INSURANCE COMPANY**, a corporation existing under and by virtue of the laws of the State of Connecticut and having an office at 100 First Stamford Place, Stamford, Connecticut 06902 (hereinafter collectively the "Companies"), pursuant to and by the authority granted as set forth herein, do hereby name, constitute and appoint: Krista A. Burke, Sherryanne M. DePirro, Elliott W. Wolffe, Charo J. Rosemond, Mary R. McKee, Andrew Waterbury, James Baldassare, Jr., Maria L. Spadaccini, Nicholas F. Walsh, Lisa M. Scavetta, 650 From Road of the city of Paramus State of New Jersey, their true and lawful attorney(s)-in-fact to make, execute, seal, acknowledge, and deliver, for and on their behalf as surety and as their act and deed, any and all undertakings, bonds, or other such writings obligatory in the nature thereof, in pursuance of these presents, the execution of which shall be as binding upon the Companies as if it has been duly signed and executed by their regularly elected officers in their own proper persons. **This authority for the Attorney-in-Fact shall be limited to the execution of the attached bond(s) or other such writings obligatory in the nature thereof.**

In witness whereof, this Power of Attorney has been subscribed by an authorized officer of the Companies, and the corporate seals of the Companies have been affixed hereto this date of December 20, 2018. This Power of Attorney is made and executed pursuant to and by authority of the Bylaws, Resolutions of the Board of Directors, and other Authorizations of **BERKSHIRE HATHAWAY SPECIALTY INSURANCE COMPANY, NATIONAL INDEMNITY COMPANY** and **NATIONAL LIABILITY & FIRE INSURANCE COMPANY**, which are in full force and effect, each reading as appears on the back page of this Power of Attorney, respectively.

**BERKSHIRE HATHAWAY SPECIALTY INSURANCE COMPANY,**

By: \_\_\_\_\_  
David Fields, Executive Vice President



**NATIONAL INDEMNITY COMPANY,  
NATIONAL LIABILITY & FIRE INSURANCE COMPANY,**

By: \_\_\_\_\_  
David Fields, Vice President

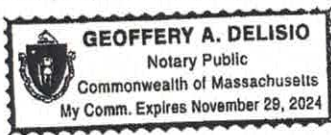


**NOTARY**

State of Massachusetts, County of Suffolk, ss:

On this 20th day of December, 2018, before me appeared David Fields, Executive Vice President of **BERKSHIRE HATHAWAY SPECIALTY INSURANCE COMPANY** and Vice President of **NATIONAL INDEMNITY COMPANY** and **NATIONAL LIABILITY & FIRE INSURANCE COMPANY**, who being duly sworn, says that his capacity is as designated above for such Companies; that he knows the corporate seals of the Companies; that the seals affixed to the foregoing instrument are such corporate seals; that they were affixed by order of the board of directors or other governing body of said Companies pursuant to its Bylaws, Resolutions and other Authorizations, and that he signed said instrument in that capacity of said Companies.

[Notary Seal]



Notary Public

I, Ralph Tortorella, the undersigned, Officer of **BERKSHIRE HATHAWAY SPECIALTY INSURANCE COMPANY, NATIONAL INDEMNITY COMPANY** and **NATIONAL LIABILITY & FIRE INSURANCE COMPANY**, do hereby certify that the above and foregoing is a true and correct copy of the Power of Attorney executed by said Companies which is in full force and effect and has not been revoked. IN TESTIMONY WHEREOF, see hereunto affixed the seals of said Companies this February 7, 2019.



Officer



To verify the authenticity of this Power of Attorney please contact us at: BHSI Surety Department, Berkshire Hathaway Specialty Insurance Company, One Lincoln Street, 23rd Floor Boston, MA 02111 | (770) 625-2516 or by email at [Jennifer.Porter@bhspecialty.com](mailto:Jennifer.Porter@bhspecialty.com). THIS POWER OF ATTORNEY IS VOID IF ALTERED. To notify us of a claim please contact us on our 24-hour toll free number at (855) 453-9675, via email at [claimsnotice@bhspecialty.com](mailto:claimsnotice@bhspecialty.com), via fax to (617) 507-8259, or via mail.

**BERKSHIRE HATHAWAY SPECIALTY INSURANCE COMPANY (BYLAWS)**

ARTICLE V.

CORPORATE ACTIONS

....

EXECUTION OF DOCUMENTS:

....

Section 6.(b) The President, any Vice President or the Secretary, shall have the power and authority:

- (1) To appoint Attorneys-in-fact, and to authorize them to execute on behalf of the Company bonds and other undertakings, and
- (2) To remove at any time any such Attorney-in-fact and revoke the authority given him.

**NATIONAL INDEMNITY COMPANY (BY-LAWS)**

Section 4. Officers, Agents, and Employees:

A. The officers shall be a President, one or more Vice Presidents, a Secretary, one or more Assistant Secretaries, a Treasurer, and one or more Assistant Treasurers none of whom shall be required to be shareholders or Directors and each of whom shall be elected annually by the Board of Directors at each annual meeting to serve a term of office of one year or until a successor has been elected and qualified, may serve successive terms of office, may be removed from office at any time for or without cause by a vote of a majority of the Board of Directors, and shall have such powers and rights and be charged with such duties and obligations as usually are vested in and pertain to such office or as may be directed from time to time by the Board of Directors; and the Board of Directors or the officers may from time to time appoint, discharge, engage, or remove such agents and employees as may be appropriate, convenient, or necessary to the affairs and business of the corporation.

**NATIONAL INDEMNITY COMPANY (BOARD RESOLUTION ADOPTED AUGUST 6, 2014)**

RESOLVED, That the President, any Vice President or the Secretary, shall have the power and authority to (1) appoint Attorneys-in-fact, and to authorize them to execute on behalf of this Company bonds and other undertakings and (2) remove at any time any such Attorney-in-fact and revoke the authority given.

**NATIONAL LIABILITY & FIRE INSURANCE COMPANY (BY-LAWS)**

ARTICLE IV

Officers

Section 1. Officers, Agents and Employees:

A. The officers shall be a president, one or more vice presidents, one or more assistant vice presidents, a secretary, one or more assistant secretaries, a treasurer, and one or more assistant treasurers, none of whom shall be required to be shareholders or directors, and each of whom shall be elected annually by the board of directors at each annual meeting to serve a term of office of one year or until a successor has been elected and qualified, may serve successive terms of office, may be removed from office at any time for or without cause by a vote of a majority of the board of directors. The president and secretary shall be different individuals. Election or appointment of an officer or agent shall not create contract rights. The officers of the Corporation shall have such powers and rights and be charged with such duties and obligations as usually are vested in and pertain to such office or as may be directed from time to time by the board of directors; and the board of directors or the officers may from time to time appoint, discharge, engage, or remove such agents and employees as may be appropriate, convenient, or necessary to the affairs and business of the Corporation.

**NATIONAL LIABILITY & FIRE INSURANCE COMPANY (BOARD RESOLUTION ADOPTED AUGUST 6, 2014)**

RESOLVED, That the President, any Vice President or the Secretary, shall have the power and authority to (1) appoint Attorneys-in-fact, and to authorize them to execute on behalf of this Company bonds and other undertakings and (2) remove at any time any such Attorney-in-fact and revoke the authority given.