

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

C204411

CONTRACT AND  
CONTRACT BONDS  
FOR CONTRACT NO. C204411

WBS 14SP.20441.1, 14SP.20441.2 STATE FUNDED

COUNTY OF HAYWOOD  
THIS IS THE ROADWAY & STRUCTURE CONTRACT  
ROUTE NUMBER SR-1332 LENGTH 0.175 MILES  
LOCATION BRIDGE #430175 AND BRIDGE #430174 OVER BIG CREEK ON SR-1332  
(WATERVILLE ROAD).

CONTRACTOR WHALEY CONSTRUCTION, LLC.  
ADDRESS P.O. BOX 70  
KODAK, TN 37764

BIDS OPENED MAY 28, 2024

CONTRACT EXECUTION 06/20/2024

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

PROPOSAL

**INCLUDES ADDENDUM No.1 DATED 05-13-2024**

DATE AND TIME OF BID OPENING: **May 28, 2024 AT 02:00 PM**

CONTRACT ID C204411  
WBS 14SP.20441.1, 14SP.20441.2

FEDERAL-AID NO. STATE FUNDED  
COUNTY HAYWOOD  
T.I.P NO.  
MILES 0.175  
ROUTE NO. SR-1332  
LOCATION BRIDGE #430175 AND BRIDGE #430174 OVER BIG CREEK ON SR-1332  
(WATERVILLE ROAD).

TYPE OF WORK GRADING, DRAINAGE, PAVING, AND STRUCTURES.

**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. C204411 IN HAYWOOD COUNTY, NORTH CAROLINA  
DEPARTMENT OF TRANSPORTATION,  
RALEIGH, NORTH CAROLINA**

The Bidder has carefully examined the location of the proposed work to be known as Contract No. **C204411** 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 be 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 *2024 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 Contract No. **C204411** in **Haywood 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 2024* 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 Elton Davenport, Jr.*

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05/13/2024

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(8-15-00) (Rev. 5-16-23)

108

SP1 G08 A

The date of availability for this contract is **September 15, 2024**, 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 **November 11, 2027**.

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 **September 15, 2024**.

The completion date for this intermediate contract time is **May 15, 2027**.

The liquidated damages for this intermediate contract time are **One Thousand Five Hundred Dollars (\$ 1,500.00)** 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) (Rev. 10-15-13)

108

SP1 G14 E

The Contractor shall complete the required work of installing, maintaining and removing the traffic control devices for road closures and restoring traffic to the existing traffic pattern. The Contractor shall not close **SR 1332 (Waterville Road)** during the following time restrictions:

**DAY AND TIME RESTRICTIONS****Monday thru Sunday, 4:00 pm to 9:00 am (the following morning)**

The maximum allowable time for **any operation other than blasting operations**, is **thirty (30) minutes for SR 1332**. The Contractor shall reopen the travel lanes to traffic until any resulting traffic queue is depleted.

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

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

The liquidated damages are **One Hundred Twenty-Five Dollars (\$ 125.00)** per fifteen **(15)** minute time period.

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

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

108

SP1 G14 E

The Contractor shall complete the required work of installing, maintaining and removing the traffic control devices for road closures and restoring traffic to the existing traffic pattern. The Contractor shall not close **SR 1332 (Waterville Road)** during the following time restrictions:

**DAY AND TIME RESTRICTIONS****Monday thru Sunday, 4:00 pm to 9:00 am (the following morning)**

The maximum allowable time for **blasting operations** is **forty-five (45) minutes for SR 1332**. The Contractor shall reopen the travel lanes to traffic until any resulting traffic queue is depleted.

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

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

The liquidated damages are **One Hundred Twenty-Five Dollars (\$ 125.00)** per fifteen (15) minute time period.

**INTERMEDIATE CONTRACT TIME NUMBER 4 AND LIQUIDATED DAMAGES:**

(6-18-13)

108

SP1 G14 L

The Contractor shall complete the work required of **constructing the proposed retaining wall and single faced concrete barrier (Phase I, Step #4)** as shown on Sheet **TMP-2 (14SP.20441.2)** and shall place and maintain traffic on same.

The date of availability for this intermediate contract time is **September 16, 2024**.

The completion date for this intermediate contract time is **May 14, 2025**.

The liquidated damages are **Nine Hundred Dollars (\$ 900.00)** per calendar day.

**INTERMEDIATE CONTRACT TIME NUMBER 5 AND LIQUIDATED DAMAGES:**

(6-18-13)

108

SP1 G14 L

The Contractor shall complete the work required of **14SP.20441.1 (from Phase I, Step #1 thru Phase IV, Step #5)** as shown on Sheet **TMP-2 (14SP.20441.1)** and shall place and maintain traffic on same.

The date of availability for this intermediate contract time is **April 16, 2025**.

The completion date for this intermediate contract time is **November 15, 2025**.

The liquidated damages are **One Thousand One Hundred Dollars (\$ 1,100.00)** per calendar day.

**PERMANENT VEGETATION ESTABLISHMENT:**

(2-16-12) (Rev. 1-16-24)

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

**CONSTRUCTION MORATORIUM (Trout):**

(7-15-14)

SP1 G18A

For Bridge #430175, no in-water work or land disturbance within the 25 feet wide buffer zone will be allowed from **January 1<sup>st</sup>** through **April 15<sup>th</sup>** of any year.

**CONSTRUCTION MORATORIUM:**

(1-19-16)

SP1 G18C

No construction activities shall occur from May 15<sup>th</sup> through September 15<sup>th</sup> of any year, along -L- Station 10+45± to -L- Station 16+00± (for Bridge #430174 and its approaches - 14SP.20441.2). Refer to Project Sequencing, Step #2 on Sheet TMP-2 of 14SP.20441.2 for additional information.

**CONSTRUCTION MORATORIUM:**

(7-15-14)

SP1 G18A

No tree cutting will be allowed from **April 1<sup>st</sup>** through **October 15<sup>th</sup>** of any year.

**MAJOR CONTRACT ITEMS:**

(2-19-02)(Rev. 1-16-24)

104

SP1 G28

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

<b>Line #</b>	<b>Description</b>
96	Rock Nail Retaining Walls
112	Reinforced Concrete Deck Slab
115	Class A Concrete (Bridge)
132	3'-0" x 2'-0" Prestressed Concrete Cored Slabs

**SPECIALTY ITEMS:**

(7-1-95)(Rev. 1-16-24)

108-6

SP1 G37

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

<b>Line #</b>	<b>Description</b>
37-47	Guardrail
59	Long-Life Pavement Markings
64, 133	Utility Construction
65-89, 91-92	Erosion Control
90	Reforestation
106-109	Drilled Piers

**SPECIAL REQUIREMENTS FOR WORK IN NATIONAL FOREST:**

(7-1-95)

107-13

SP1 G40

In addition to other requirements in this proposal with respect to clearing, erosion control, protection of environment, etc., comply with the following requirements:

- (A) Comply with the portions of these Special Requirements, entitled "Fire Plan," "Clearing Plan," and "Landscape and Erosion Control Plan." Note the fact that merchantable timber within Forest Service Property will become the property of the Contractor.
- (B) Comply with the following recommendations of the State Fish and Game Department and Forest Service for wildlife and fish management:
  - (1) Take all necessary precautions to avoid damage to fish habitat and exercise every reasonable precaution to prevent muddying or silting live streams.
  - (2) Do not deposit material removed from the roadway or channel changes in live streams or into the streams or stream channel where it would be washed away by high stream flows.
  - (3) Do not haul materials, including logs, brush, and debris, by fording live streams. Instead, provide temporary bridges or other structures for this purpose.
- (C) Dispose of waste material resulting from slides during construction and surplus material at locations approved by the Forest Supervisor. Submit a plan showing the proposed method of disposal at the time approval is requested.
- (D) Treat sections of existing road to be abandoned as a result of the proposed new construction, as designated by the Forest Supervisor, to restore them to their natural state. The necessary treatment will be determined during a joint review between the Forest Service and the State and may include ripping of roadbed, removal of drainage structure, and opening drainage channels. Plans and specifications as mutually deemed appropriate to accomplish the objective will become a part of this stipulation.

- (E) Permanently monument the right of way prior to completion of construction in accordance with State requirements for such right of way, but in any event the minimum requirements will be to place permanent monuments at the intersection of right of way with all property lines, section lines, and at intervals of not more than 1,000 feet along the right-of-way limits.
- (F) Re-establish or restore public land monuments disturbed or destroyed by construction, reconstruction, or maintenance according to instructions of the Bureau of Land Management, Department of the Interior. Do not damage, destroy, or obliterate other land monuments and property corners or witness markers without the prior permission of the Regional Forester. Relocate or re-establish these land monuments, property corners, and witness markers in accordance with standards satisfactory to the Regional Forester.

### **Fire Protection Plan**

During the period of construction, perform both independently and in cooperation with the Forest Service everything that is reasonable and practical to prevent and suppress forest fires on the easement area and in its immediate vicinity. Include provisions in all subcontracts for the construction of the road requiring subcontractors and their respective employees to do likewise. The contractors and subcontractors, shall conform to, but not be limited to, the following Fire Plan:

- (A) Take immediate independent or cooperative action to control and extinguish any fire, regardless of cause, within the easement area and its vicinity.
- (B) Maintain at readily available sites one or more boxes of firefighting tools to be furnished by the Forest Service for forest fire fighting purposes only.
- (C) Perform debris burning only in the center of the right of way, and only after a strip 20 feet wide around each pile is cleared to mineral soil.
- (D) Keep fires compact by throwing in the larger material as it burns. If piles are too close together or burn hot, light every second or third pile; allow these to cool down before firing the others. On slopes start burning at the top and work down. Confine fires to piles at all times.
- (E) Do not leave fires unattended.
- (F) Discontinue burning upon notification by the District Forest Ranger or his representative that fire danger is such that there is abnormal risk.
- (G) Whenever a fire escapes, notify the District Ranger immediately even if the fire is suppressed without Forest Service assistance.
- (H) The contractor or subcontractor responsible will bear the costs, including Forest Service direct costs and value of resources damages, incurred by the Forest Service in controlling and extinguishing any fire on or threatening National Forest lands which they or their employees caused with or without negligence in connection with construction operations.

- (I) Contact the District Ranger 24 hours in advance of burning.

### **Clearing Plan**

Conform to the following clearing plan:

- (A) Dispose of unmerchantable materials including tops, branches, etc., by piling and burning as directed by the Forest Service or used in brush barriers. Alternate methods of disposal, including any of the following methods or combinations of methods (lop and scatter, chip, remove, pile only), shall be approved in advance by the Forest Service.
- (B) The maximum clearing and grubbing limits are to be as shown on the plans except that cutting of hazard trees outside these limits may be done with approval. Confine construction machinery within the clearing limits.

### **Landscape and Erosion Control Plan**

The erosion control plan will be designed and implemented to prevent visible sediment, as defined by NC DEQ regulations, from reaching any defined stream channel.

Conform to, but not be limited to, the following Landscape and Erosion Control Plan.

- (A) Prevent visible sediment from entering any stream channel. If an erosion control practice must be sited in a channel, it shall stop further down-channel transport of visible sediment.
- (B) Bear responsibility for the prevention and control of soil erosion and gulying on the right of way and lands adjacent thereto resulting from the construction of maintenance of the road. Revegetate with grass (not Love Grass) or herbaceous plants all ground where the soil has been exposed. Accomplish revegetation within 20 working days following final grading.
- (C) Round the ends of cut sections and the tops of back slopes.
- (D) Vegetate all front and back slopes by liming, fertilizing, mulching and seeding; including any waste area. Mulch critical areas if they are to be exposed greater than 5 working days of probable inclement weather during seasons when seeding is impracticable. Critical areas include all bare soils within 100 feet (slope distance) of perennial and intermittent streams. Mulch these as soon as practical and after final seeding.
- (E) Maintain all erosion control practices in a timely manner to prevent visible sediment from entering any stream channel, until such time that the final revegetation stabilizes the site and prevents erosion and off-site movement of sediment.

**FUEL PRICE ADJUSTMENT:**

(11-15-05) (Rev. 1-16-24)

109-8

SP1 G43

Revise the *Standard Specifications* as follows:

**Page 1-82, Article 109-8, FUEL PRICE ADJUSTMENTS**, add the following:

The base index price for DIESEL #2 FUEL is \$ **2.7635** 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
Erosion Control Stone	Gal/Ton	0.55
Rip Rap, Class	Gal/Ton	0.55
Asphalt Concrete Base Course, Type _____	Gal/Ton	0.90 or 2.90
Asphalt Concrete Intermediate Course, Type _____	Gal/Ton	0.90 or 2.90
Asphalt Concrete Surface Course, Type _____	Gal/Ton	0.90 or 2.90
Open-Graded Asphalt Friction Course	Gal/Ton	0.90 or 2.90
Permeable Asphalt Drainage Course, Type _____	Gal/Ton	0.90 or 2.90
Sand Asphalt Surface Course, Type _____	Gal/Ton	0.90 or 2.90
Ultra-thin Bonded Wearing Course	Gal/Ton	0.90 or 2.90
Aggregate for Cement Treated Base Course	Gal/Ton	0.55
Portland Cement for Cement Treated Base Course	Gal/Ton	0.55
> 11" Portland Cement Concrete Pavement	Gal/SY	0.327
Concrete Shoulders Adjacent to > 11" Pavement	Gal/SY	0.327
9" to 11" Portland Cement Concrete Pavement	Gal/SY	0.272
Concrete Shoulders Adjacent to 9" to 11" Pavement	Gal/SY	0.272
< 9" Portland Cement Concrete Pavement	Gal/SY	0.245
Concrete Shoulders Adjacent to < 9" Pavement	Gal/SY	0.245

For the asphalt items noted in the chart as eligible for fuel adjustments, the bidder may include the *Fuel Usage Factor Adjustment Form* with their bid submission if they elect to use the fuel usage factor. The *Fuel Usage Factor Adjustment Form* is found at the following link:

<https://connect.ncdot.gov/letting/LetCentral/Fuel%20Usage%20Factor%20Adjustment%20Form%20-%20Starting%20Nov%202022%20Lettings.pdf>

Select either 2.90 Gal/Ton fuel factor or 0.90 Gal/Ton fuel factor for each asphalt line item on the *Fuel Usage Factor Adjustment Form*. The selected fuel factor for each asphalt item will remain in effect for the duration of the contract.

Failure to complete the *Fuel Usage Factor Adjustment Form* will result in using 2.90 gallons per ton as the Fuel Usage Factor for Diesel for the asphalt items noted above. The contractor will not be permitted to change the Fuel Usage Factor after the bids are submitted.

**STEEL PRICE ADJUSTMENT:**

(4-19-22)(Rev. 5-28-24)

SP1 G47

**Description and Purpose**

Steel price adjustments will be made to the payments due the Contractor for items as defined herein that are permanently incorporated into the work, when the price of raw steel mill products utilized on the contract have fluctuated. The Department will adjust monthly progress payments up or down as appropriate for cost changes in steel according to this provision.

**Eligible Items**

The list of eligible bid items for steel price adjustment can be found on the Departments website at the following address:

<https://connect.ncdot.gov/letting/LetCentral/Eligible%20Bid%20Items%20for%20Steel%20Price%20Adjustment.xlsx>

Nuts, bolts, anchor bolts, rebar chairs, connecting bands and other miscellaneous hardware associated with these items shall not be included in the price adjustment.

Adjustments will only be made for fluctuations in the material cost of the steel used in the above products as specified in the Product Relationship Table below. The producing mill is defined as the source of steel product before any fabrication has occurred (e.g., coil, plate, rebar, hot rolled shapes, etc.). No adjustment will be made for changes in the cost of fabrication, coating, shipping, storage, etc.

No steel price adjustments will be made for any products manufactured from steel having an adjustment date, as defined by the Product Relationship Table below, prior to the letting date.

**Bid Submittal Requirements**

The successful bidder, within 14 calendar days after the notice of award is received by him, shall provide the completed Form SPA-1 to the Department (State Contract Officer or Division Contract Engineer) along with the payment bonds, performance bonds and contract execution signature sheets in a single submittal. If Form SPA-1 is not included in the same submittal as the payment bonds, performance bonds and contract execution signature sheets, the Contractor will not be eligible for any steel price adjustment for any item in the contract for the life of the contract. Form SPA-1 can be found on the Department's website at the following address:

<https://connect.ncdot.gov/letting/LetCentral/Form%20SPA-1.xlsm>

The Contractor shall provide Form SPA-1 listing the Contract Line Number, (with corresponding Item Number, Item Description, and Category) for the steel products they wish to have an

adjustment calculated. Only the contract items corresponding to the list of eligible item numbers for steel price adjustment may be entered on Form SPA-1. The Contractor may choose to have steel price adjustment applied to any, all, or none of the eligible items. However, the Contractor's selection of items for steel price adjustment or non-selection (non-participation) may not be changed once Form SPA-1 has been received by the Department. Items the Bidder chooses for steel price adjustment must be designated by writing the word "Yes" in the column titled "Option" by each Pay Item chosen for adjustment. Should the bidder elect an eligible steel price item, the entire quantity of the line item will be subject to the price adjustment for the duration of the Contract. The Bidder's designations on Form SPA-1 must be written in ink or typed and signed by the Bidder (Prime Contractor) to be considered complete. Items not properly designated, designated with "No", or left blank on the Bidder's Form SPA-1 will automatically be removed from consideration for adjustment. No steel items will be eligible for steel price adjustment on this Project if the Bidder fails to return Form SPA-1 in accordance with this provision.

### Establishing the Base Price

The Department will use a blend of monthly average prices as reported from the Fastmarkets platform to calculate the monthly adjustment indices (BI and MI). This data is typically available on the first day of the month for the preceding month. The indices will be calculated by the Department for the different categories found on the Product Relationship Table below. For item numbers that include multiple types of steel products, the category listed for that item number will be used for adjusting each steel component.

The bidding index for Category 1 Steel items is **\$ 41.69** per hundredweight.  
 The bidding index for Category 2 Steel items is **\$ 60.21** per hundredweight.  
 The bidding index for Category 3 Steel items is **\$ 61.09** per hundredweight.  
 The bidding index for Category 4 Steel items is **\$ 43.85** per hundredweight.  
 The bidding index for Category 5 Steel items is **\$ 55.81** per hundredweight.  
 The bidding index for Category 6 Steel items is **\$ 61.43** per hundredweight.  
 The bidding index for Category 7 Steel items is **\$ 42.83** per hundredweight.  
 The bidding index represents a selling price of steel based on Fastmarkets data for the month of **March 2024**.

MI = Monthly Index. – in Dollars (\$) per hundredweight (CWT). Use the adjustment indices from the month the steel was shipped from the producing mill, received on the project, or member cast as defined in the Product Relationship Table.

BI = Bidding Index. - in Dollars (\$) per hundredweight (CWT). Use the adjustment indices as listed in the proposal.

<i>Steel Product (Title)</i>	BI, MI*	Adjustment Date for MI	Category
Reinforcing Steel, Bridge Deck, and SIP Forms	Based on one or more Fastmarkets indices	Delivery Date from Producing Mill	1
Structural Steel and Encasement Pipe	Based on one or more Fastmarkets indices	Delivery Date from Producing Mill	2
Steel H-Piles, Soldier Pile Walls	Based on one or more Fastmarkets indices	Delivery Date from Producing Mill	3

Guardrail Items and Pipe Piles	Based on one or more Fastmarkets indices	Material Received Date**	4
Fence Items	Based on one or more Fastmarkets indices	Material Received Date**	5
Overhead Sign Assembly, Signal Poles, High Mount Standards	Based on one or more Fastmarkets indices	Material Received Date**	6
Prestressed Concrete Members	Based on one or more Fastmarkets indices	Cast Date of Member	7

Submit documentation to the Engineer for all items listed in the Contract for which the Contractor is requesting a steel price adjustment.

### Submittal Requirements

The items in categories 1,2, and 3, shall be specifically stored, labeled, or tagged, recognizable by color marking, and identifiable by Project for inspection and audit verification immediately upon arrival at the fabricator.

Furnish the following documentation for all steel products to be incorporated into the work and documented on Form SPA-2, found on the Departments website at the following address:

<https://connect.ncdot.gov/projects/construction/Construction%20Forms/Form%20SPA-2.xlsx>

Submit all documentation to the Engineer prior to incorporation of the steel into the completed work. The Department will withhold progress payments for the affected contract line item if the documentation is not provided and at the discretion of the Engineer the work is allowed to proceed. Progress payments will be made upon receipt of the delinquent documentation.

#### Step 1 (Form SPA -2)

Utilizing Form SPA-2, submit separate documentation packages for each line item from Form SPA-1 for which the Contractor opted for a steel price adjustment. For line items with multiple components of steel, each component should be listed separately. Label each SPA-2 documentation package with a unique number as described below.

- a. Documentation package number: (Insert the contract line-item) - (Insert sequential package number beginning with "1").  
Example: 412 - 1,  
412 - 2,  
424 - 1,  
424 - 2,  
424 - 3, etc.
- b. The steel product quantity in pounds
  - i. The following sources should be used, in declining order of precedence, to determine the weight of steel/iron, based on the Engineers decision:
    1. Department established weights of steel/iron by contract pay item per pay unit;



2. Approved Shop Drawings;
  3. Verified Shipping Documents;
  4. Contract Plans;
  5. Standard Drawing Sheets;
  6. Industry Standards (i.e., AISC Manual of Steel Construction, AWWA Standards, etc.); and
  7. Manufacture's data.
- ii. Any item requiring approved shop drawings shall have the weights of steel calculated and shown on the shop drawings or submitted and certified separately by the fabricator.
  - c. The date the steel product, subject to adjustment, was shipped from the producing mill (Categories 1-3), received on the project (Categories 4-6), or casting date (Category 7).

#### Step 2 (Monthly Calculator Spreadsheet)

For each month, upon the incorporation of the steel product into the work, provide the Engineer the following:

- 1) Completed NCDOT Steel Price Adjustment Calculator Spreadsheet, summarizing all the steel submittal packages (Form SPA-2) actually incorporated into the completed work in the given month.
  - a. Contract Number
  - b. Bidding Index Reference Month
  - c. Contract Completion Date or Revised Completion Date
  - d. County, Route, and Project TIP information
  - e. Item Number
  - f. Line-Item Description
  - g. Submittal Number from Form SPA-2
  - h. Adjustment date
  - i. Pounds of Steel
- 2) An affidavit signed by the Contractor stating the documentation provided in the NCDOT Steel Price Adjustment Calculator Spreadsheet is true and accurate.

#### Price Adjustment Conditions

Download the Monthly Steel Adjustment Spreadsheet with the most current reference data from the Department's website each month at the following address:

<https://connect.ncdot.gov/projects/construction/Construction%20Forms/Form%20SPA-3%20NCDOT%20Steel%20Price%20Adjustment%20Calculator.xlsx>

If the monthly Fastmarkets data is not available, the data for the most recent immediately preceding month will be used as the basis for adjustment.

#### Price Adjustment Calculations

The price adjustment will be determined by comparing the percentage of change in index value listed in the proposal (BI) to the monthly index value (MI). (See included sample examples).

Weights and date of shipment must be documented as required herein. The final price adjustment dollar value will be determined by multiplying this percentage increase or decrease in the index by the represented quantity of steel incorporated into the work, and the established bidding index (BI) subject to the limitations herein.

**Price increase/decrease will be computed as follows:**

$$\text{SPA} = ((\text{MI} / \text{BI}) - 1) * \text{BI} * (\text{Q} / 100)$$

Where;

SPA = Steel price adjustment in dollars

MI = Monthly Shipping Index. – in Dollars (\$) per hundredweight (CWT). Use the adjustment indices from the month the steel was shipped from the producing mill, received on the project, or member cast as defined in the Product Relationship Table.

BI = Bidding Index. - in Dollars (\$) per hundredweight (CWT). Use the adjustment indices as listed in the proposal.

Q = Quantity of steel, product, pounds actually incorporated into the work as documented by the Contractor, or Design Build Team and verified by the Engineer.

Calculations for price adjustment shall be shown separate from the monthly progress estimate and will not be included in the total cost of work for determination of progress or for extension of Contract time in accordance with Subarticle 108-10(B)(1).

Any apparent attempt to unbalance bids in favor of items subject to price adjustment may result in rejection of the bid proposal.

Adjustments will be paid or charged to the Contractor only. Any Contractor receiving an adjustment under this provision shall distribute the proper proportional part of such adjustments to the subcontractor who performed the applicable work.

Delays to the work caused by steel shortages may be justification for a Contract time extension but will not constitute grounds for claims for standby equipment, extended office overhead, or other costs associated with such delays.

If an increase in the steel material price is anticipated to exceed 50% of the original quoted price, the contractor must notify the Department within 7 days prior to purchasing the material. Upon receipt of such notification, the Department will direct the Contractor to either (1) proceed with the work or (2) suspend the work and explore the use of alternate options.

If the decrease in the steel material exceeds 50% of the original quoted price, the contractor may submit to the Department additional market index information specific to the item in question to dispute the decrease. The Department will review this information and determine if the decrease is warranted.

When the steel product adjustment date, as defined in the Product Relationship Table, is after the approved contract completion date, the steel price adjustments will be based on the lesser value

of either the MI for the month of the approved contract completion date or the MI for the actual adjustment date.

If the price adjustment is based on estimated material quantities for that time, and a revision to the total material quantity is made in a subsequent or final estimate, an appropriate adjustment will be made to the price adjustment previously calculated. The adjustment will be based on the same indices used to calculate the price adjustment which is being revised. If the adjustment date of the revised material quantity cannot be determined, the adjustment for the quantity in question, will be based on the indices utilized to calculate the steel price adjustment for the last initial documentation package submission, for the steel product subject to adjustment, that was incorporated into the particular item of work, for which quantities are being finalized.

Example: Structural steel for a particular bridge was provided for in three different shipments with each having a different mill shipping date. The quantity of structural steel actually used for the bridge was calculated and a steel price adjustment was made in a progress payment. At the conclusion of the work an error was found in the plans of the final quantity of structural steel used for the bridge. The quantity to be adjusted cannot be directly related to any one of the three mill shipping dates. The steel price adjustment for the quantity in question would be calculated using the indices that were utilized to calculate the steel price adjustment for the quantity of structural steel represented by the last initial structural steel documentation package submission. The package used will be the one with the greatest sequential number.

**Extra Work/Force Account:**

When steel products, as specified herein, are added to the contract as extra work, in accordance with the provisions of Article 104-7 or 104-3, the Engineer will determine and specify in the supplemental agreement, the need for application of steel price adjustments on a case-by-case basis. No steel price adjustments will be made for any products manufactured from steel having an adjustment date prior to the supplemental agreement execution date. Price adjustments will be made as provided herein, except the Bidding Index will be based on the month in which the supplemental agreement pricing was executed.

For work performed on force account basis, reimbursement of actual material costs, along with the specified overhead and profit markup, will be considered to include full compensation for the current cost of steel and no steel price adjustments will be made.

**Examples Form SPA-2**

**Steel Price Adjustment Submission Form**

Contract Number C203394 Bid Reference Month January 2019

Submittal Date 8/31/2019

Contract Line Item 237

Line Item Description APPROX....LBS Structural Steel

Sequential Submittal Number 2

Supplier	Description of material	Location information	Quantity in lbs.	Adjustment Date
XYZ mill	Structural Steel	Structure 3, Spans A-C	1,200,000	May 4, 2020
ABC distributing	Various channel & angle shapes	Structure 3 Spans A-C	35,000	July 14, 2020
		Total Pounds of Steel	1,235,000	

Note: Attach the following supporting documentation to this form.

- Bill of Lading to support the shipping dates
- Supporting information for weight documentation (e.g., Pay item reference, Shop drawings, shipping documents, Standards Sheets, industry standards, or manufacturer's data)

By providing this data under my signature, I attest to the accuracy of and validity of the data on this form and certify that no deliberate misrepresentation in any manner has occurred.

Printed Name

Signature

\_\_\_\_\_

\_\_\_\_\_

**Examples Form SPA-2****Steel Price Adjustment Submission Form**Contract Number C203394 Bid Reference Month January 2019Submittal Date August 31, 2019Contract Line Item 237Line Item Description SUPPORT, OVRHD SIGN STR -DFEB – STA 36+00Sequential Submittal  
Number 2

Supplier	Description of material	Location information	Quantity in lbs.	Adjustment Date
XYZ mill	Tubular Steel (Vertical legs)	<u>-DFEB – STA 36+00</u>	12000	December 11, 2021
PDQ Mill	4" Tubular steel (Horizontal legs)	<u>-DFEB – STA 36+00</u>	5900	December 11, 2021
ABC distributing	Various channel & angle shapes (see quote)	<u>-DFEB – STA 36+00</u>	1300	December 11, 2021
	Catwalk assembly	<u>-DFEB – STA 36+00</u>	2000	December 11, 2021
Nucor	Flat plate	<u>-DFEB – STA 36+00</u>	650	December 11, 2021
		Total Pounds of Steel	21,850	

Note: Attach the following supporting documentation to this form.

- Bill of Lading to support the shipping dates
- Supporting information for weight documentation (e.g., Pay item reference, Shop drawings, shipping documents, Standards Sheets, industry standards, or manufacturer's data)

By providing this data under my signature, I attest to the accuracy of and validity of the data on this form and certify that no deliberate misrepresentation in any manner has occurred.

Printed Name

Signature

\_\_\_\_\_

\_\_\_\_\_

### Price Adjustment Sample Calculation (increase)

---

Project bid on September 17, 2019

Line Item 635 "Structural Steel" has a plan quantity of 2,717,000 lbs.

Bidding Index for Structural Steel (Category 2) in the proposal was \$36.12/CWT = BI

450,000 lbs. of Structural Steel for Structure 2 at Station 44+08.60 were shipped to fabricator from the producing mill in same month, May 2021.

Monthly Index for Structural Steel (Category 2) for May 2021 was \$64.89/CWT = MI

The Steel Price Adjustment formula is as follows:

$$\text{SPA} = ((\text{MI} / \text{BI}) - 1) * \text{BI} * (\text{Q} / 100)$$

Where; SPA = Steel price adjustment in dollars

BI = Bidding Index – in dollars (\$) per hundredweight (CWT). Use the adjustment indices as listed in the proposal.

MI = Mill Shipping Index – in dollars (\$) per hundredweight (CWT). Use the adjustment indices from the month the steel was shipped from the producing mill, received on the project, or member cast as defined in the Product Relationship Table.

Q = Quantity of steel product, in pounds (lbs.) actually incorporated into the work as documented by the Contractor, or Design Build Team and verified by the Engineer.

$$\text{BI} = \$36.12 / \text{CWT}$$

$$\text{MI} = \$64.89 / \text{CWT}$$

$$\% \text{ change} = ((\text{MI} / \text{BI}) - 1) = (\$64.89 / \$36.12 - 1) = (1.79651 - 1) = 0.79651162791$$

$$\text{Q} = 450,000 \text{ lbs.}$$

$$\text{SPA} = 0.79651162791 \times \$36.12 \times (450,000 / 100)$$

$$\text{SPA} = 0.79651162791 * \$36.12 * 4,500$$

$$\text{SPA} = \$129,465 \text{ pay adjustment to Contractor for Structural Steel (Structure 2 at Station 44+08.60)}$$

**Price Adjustment Sample Calculation (decrease)**

---

Project bid on December 18, 2018

Line Item 635 Structural Steel has a plan quantity of 2,717,000 lbs.

Bidding Index for Structural Steel (Category 2) in the proposal was \$46.72/CWT = BI

600,000 lbs. of Structural Steel for Structure 1 at Station 22+57.68 were shipped to fabricator from the producing mill in same month, August 2020.

Monthly Index for Structural Steel (Category 2) for August 2020 was \$27.03/CWT = MI

The Steel Price Adjustment formula is as follows:

$$\text{SPA} = ((\text{MI} / \text{BI}) - 1) * \text{BI} * (\text{Q} / 100)$$

Where; SPA = Steel price adjustment in dollars

BI = Bidding Index – in dollars (\$) per hundredweight (CWT). Use the adjustment indices as listed in the proposal.

MI = Mill Shipping Index – in dollars (\$) per hundredweight (CWT). Use the adjustment indices from the month the steel was shipped from the producing mill, received on the project, or member cast as defined in the Product Relationship Table.

Q = Quantity of steel product, in pounds (lbs.) actually incorporated into the work as documented by the Contractor, or Design Build Team and verified by the Engineer.

$$\text{BI} = \$46.72 / \text{CWT}$$

$$\text{MI} = \$27.03 / \text{CWT}$$

$$\% \text{ change} = ((\text{MI} / \text{BI}) - 1) = (\$27.03 / \$46.72 - 1) = (0.57855 - 1) = -0.421446917808$$

$$\text{Q} = 600,000 \text{ lbs.}$$

$$\text{SPA} = -0.421446917808 * \$46.72 * (600,000 / 100)$$

$$\text{SPA} = -0.421446917808 * \$46.72 * 6,000$$

$$\text{SPA} = \$ 118,140.00 \text{ Credit to the Department for Structural Steel (Structure 1 at Station 22+57.68)}$$

### Price Adjustment Sample Calculation (increase)

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Project bid on July 16, 2020

Line Item 614 Reinforced Concrete Deck Slab has a plan quantity of 241974 lbs.

Bidding Index Reference Month was May 2020. Bidding Index for Reinforced Concrete Deck Slab (Category 1) in the proposal was \$29.21/CWT = BI

51,621 lbs. of reinforcing steel and 52,311 lbs. of epoxy coated reinforcing steel for Structure 2 at Station 107+45.55 -L- was shipped to fabricator from the producing mill in same month, May 2021.

Monthly Index for Reinforced Concrete Deck Slab (Category 1) for May 2021 was \$43.13/CWT = MI

The Steel Price Adjustment formula is as follows:

$$\text{SPA} = ((\text{MI} / \text{BI}) - 1) * \text{BI} * (\text{Q} / 100)$$

Where; SPA = Steel price adjustment in dollars

BI = Bidding Index – in dollars (\$) per hundredweight (CWT). Use the adjustment indices as listed in the proposal.

MI = Mill Shipping Index – in dollars (\$) per hundredweight (CWT). Use the adjustment indices from the month the steel was shipped from the producing mill, received on the project, or member cast as defined in the Product Relationship Table.

Q = Quantity of steel product, in pounds (lbs.) actually incorporated into the work as documented by the Contractor, or Design Build Team and verified by the Engineer.

$$\text{BI} = \$29.21 / \text{CWT}$$

$$\text{MI} = \$43.13 / \text{CWT}$$

$$\% \text{ change} = ((\text{MI} / \text{BI}) - 1) = (\$43.13 / \$29.21 - 1) = (1.47655 - 1) = 0.47654912701$$

$$\text{Q} = 103932 \text{ lbs.}$$

$$\text{SPA} = 0.47654912701 * \$29.21 * (103,932 / 100)$$

$$\text{SPA} = 0.47654912701 * \$29.21 * 1,039.32$$

SPA = \$14,467.33 Pay Adjustment to Contractor for Reinforced Concrete Deck Slab (Category 1) at Station 107+45.55 -L-



**SCHEDULE OF ESTIMATED COMPLETION PROGRESS:**

(7-15-08)(Rev. 1-16-24)

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>
2025	(7/01/24 - 6/30/25)	<b>40%</b> of Total Amount Bid
2026	(7/01/25 - 6/30/26)	<b>41%</b> of Total Amount Bid
2027	(7/01/26 - 6/30/27)	<b>19%</b> of Total Amount Bid

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

**MINORITY BUSINESS ENTERPRISE AND WOMEN BUSINESS ENTERPRISE:**

(10-16-07)(Rev. 1-16-24)

102-15(J)

SP1 G66

**Description**

The purpose of this Special Provision is to carry out the North Carolina Department of Transportation's policy of ensuring nondiscrimination in the award and administration of contracts financed in whole or in part with State funds.

**Definitions**

*Additional MBE/WBE Subcontractors* - Any MBE/WBE submitted at the time of bid that will not be used to meet the Combined MBE /WBE Goal. No submittal of a Letter of Intent is required.

*Combined MBE/WBE Goal*: A portion of the total contract, expressed as a percentage that is to be performed by committed MBE/WBE subcontractors.

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

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

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

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

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

*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) MBE/WBE firm.

*North Carolina Unified Certification Program (NCUCP)* - A program that provides comprehensive services and information to applicants for MBE/WBE certification. The MBE/WBE program follows the same regulations as the federal Disadvantaged Business Enterprise (DBE) program 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.

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

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

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

*Payment Tracking System* - On-line system in which the Contractor enters the payments made to MBE and WBE 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 MBE/WBE 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 MBE/WBE Replacement Request Form* - Form for replacing a committed MBE or WBE.  
<https://connect.ncdot.gov/projects/construction/Construction%20Forms/DBE%20MBE%20WBE%20Replacement%20Form%20and%20Instructions.pdf>

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

<https://connect.ncdot.gov/projects/construction/Construction%20Forms/SAF%20Form%20-%20Subcontract%20Approval%20Form%20Revised%2004-19.xlsm>

*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 MBE/WBE subcontractor, manufacturer or regular dealer that affirms that a portion of said contract is going to be performed by the signed MBE/WBE 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 MBE and WBE Subcontractors Form* - Form for entering MBE/WBE subcontractors on a project that will meet the Combined MBE/WBE goal. This form is for paper bids only.

[http://connect.ncdot.gov/municipalities/Bid%20Proposals%20for%20LGA%20Content/09%20MBE-WBE%20Subcontractors%20\(State\).docx](http://connect.ncdot.gov/municipalities/Bid%20Proposals%20for%20LGA%20Content/09%20MBE-WBE%20Subcontractors%20(State).docx)

*Subcontractor Quote Comparison Sheet* - Spreadsheet for showing all subcontractor quotes in the work areas where MBEs and WBEs 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>

### **Combined MBE/WBE Goal**

The Combined MBE/WBE Goal for this project is **2.0 %**

The Combined Goal was established utilizing the following anticipated participation for Minority Business Enterprises and Women Business Enterprises:

(A) Minority Business Enterprises **1.0 %**

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

(B) Women Business Enterprises **1.0 %**

- (1) *If the anticipated WBE participation is more than zero*, the Contractor shall exercise all necessary and reasonable steps to ensure that WBEs participate in at least the percent of the contract as set forth above.

- (2) *If the anticipated WBE participation is zero*, the Contractor shall make an effort to recruit and use WBEs during the performance of the contract. Any WBE participation obtained shall be reported to the Department.

The Bidder is required to submit only participation to meet the Combined MBE/WBE Goal. The Combined Goal may be met by submitting all MBE participation, all WBE participation, or a combination of MBE and WBE participation.

### **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 MBE and WBE certified shall be used to meet the Combined MBE/WBE Goal. The Directory can be found at the following link.

<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 MBE/WBE Subcontractors**

At the time of bid, bidders shall submit all MBE and WBE participation that they anticipate to use during the life of the contract. Only those identified to meet the Combined MBE/WBE Goal will be considered committed, even though the listing shall include both committed MBE/WBE subcontractors and additional MBE/WBE subcontractors. Any additional MBE/WBE subcontractor participation above the goal will follow the banking guidelines found elsewhere in this provision. All other additional MBE/WBE subcontractor participation submitted at the time of bid will be used toward the Department's overall race-neutral goals. Only those firms with current MBE and WBE certification at the time of bid opening will be acceptable for listing in the bidder's submittal of MBE and WBE participation. The Contractor shall indicate the following required information:

#### **(A) Electronic Bids**

Bidders shall submit a listing of MBE and WBE participation in the appropriate section of the electronic submittal file.

- (1) Submit the names and addresses of MBE and WBE firms identified to participate in the contract. If the bidder uses the updated listing of MBE and WBE firms shown in the electronic submittal file, the bidder may use the dropdown menu to access the name and address of the firms.
- (2) Submit the contract line numbers of work to be performed by each MBE and WBE firm. When no figures or firms are entered, the bidder will be considered to have no MBE or WBE participation.

- (3) The bidder shall be responsible for ensuring that the MBE and WBE are 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 MBE's or WBE's participation will not count towards achieving the Combined MBE/WBE goal.
- (B) Paper Bids
- (1) *If the Combined MBE/WBE Goal is more than zero,*
    - (a) Bidders, at the time the bid proposal is submitted, shall submit a listing of MBE/WBE participation, including the names and addresses on *Listing of MBE and WBE 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 MBE and WBE participation for the contract.
    - (b) If bidders have no MBE or WBE participation, they shall indicate this on the *Listing of MBE and WBE 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 MBE and WBE 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 MBE/WBE 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 MBE's or WBE's participation will not count towards achieving the Combined MBE/WBE Goal.
  - (2) *If the Combined MBE/WBE Goal is zero,* entries on the *Listing of MBE and WBE Subcontractors* are not required for the zero goal, however any MBE or WBE participation that is achieved during the project shall be reported in accordance with requirements contained elsewhere in the special provision.

### **MBE or WBE Prime Contractor**

When a certified MBE or WBE firm bids on a contract that contains a Combined MBE/WBE goal, the 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 MBE or WBE bidder on a contract will meet the Combined MBE/WBE Goal by virtue of the work it performs on the contract with its own forces. However, all the work that is performed by the MBE or WBE bidder and any other similarly certified subcontractors will count toward the goal. The MBE or WBE bidder shall list itself along with any MBE or WBE subcontractors, if any, in order to receive credit toward the goal.

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

**Written Documentation – Letter of Intent**

The bidder shall submit written documentation for each MBE/WBE that will be used to meet the Combined MBE/WBE Goal of the contract, indicating the bidder's commitment to use the MBE/WBE 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 MBE and WBE to be used toward the Combined MBE/WBE Goal, or if the form is incomplete (i.e. both signatures are not present), the MBE/WBE participation will not count toward meeting the Combined MBE/WBE Goal. If the lack of this participation drops the commitment below the Combined MBE/WBE Goal, the Contractor shall submit evidence of good faith efforts for the goal, 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.

**Banking MBE/WBE Credit**

If the bid of the lowest responsive bidder exceeds \$500,000 and if the committed MBE/WBE participation submitted exceeds the algebraic sum of the Combined MBE /WBE Goal by \$1,000 or more, the excess will be placed on deposit by the Department for future use by the bidder. Separate accounts will be maintained for MBE and WBE participation and these may accumulate for a period not to exceed 24 months.

When the apparent lowest responsive bidder fails to submit sufficient participation by MBE and WBE firms to meet the advertised goal, as part of the good faith effort, the Department will consider allowing the bidder to withdraw funds to meet the Combined MBE/WBE Goal as long as there are adequate funds available from the bidder's MBE and WBE bank accounts.

**Submission of Good Faith Effort**

If the bidder fails to meet or exceed the Combined MBE/WBE Goal, the apparent lowest responsive bidder shall submit to the Department documentation of adequate good faith efforts made to reach that specific 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 would be 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 MBE/WBE 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 a Combined MBE/WBE Goal 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 MBE/WBE participation. Adequate good faith efforts also mean that the bidder actively and aggressively sought MBE/WBE 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 goals 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 MBEs/WBEs that are also prequalified subcontractors. The bidder must solicit this interest within at least 10 days prior to bid opening to allow the MBEs/WBEs to respond to the solicitation. Solicitation shall provide the opportunity to MBEs/WBEs within the Division and surrounding Divisions where the project is located. The bidder must determine with certainty if the MBEs/WBEs are interested by taking appropriate steps to follow up initial solicitations.
- (B) Selecting portions of the work to be performed by MBEs/WBEs in order to increase the likelihood that the Combined MBE/WBE Goal will be achieved.
  - (1) Where appropriate, break out contract work items into economically feasible units to facilitate MBE/WBE 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 advertised goal when the work to be sublet includes potential for MBE/WBE participation (2<sup>nd</sup> and 3<sup>rd</sup> tier subcontractors).
- (C) Providing interested certified MBEs/WBEs that are also prequalified subcontractors 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 MBEs/WBEs. It is the bidder's responsibility to make a portion of the work available to MBE/WBE subcontractors and suppliers and to select those portions of the work or material needs consistent with the available MBE/WBE subcontractors and suppliers, so as to facilitate MBE/WBE participation. Evidence of such negotiation includes the names, addresses, and telephone numbers of MBEs/WBEs 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 MBEs/WBEs to perform the work.
- (2) A bidder using good business judgment would consider a number of factors in negotiating with subcontractors, including MBE/WBE subcontractors, and would take a firm's price and capabilities as well as the advertised goal into consideration. However, the fact that there may be some additional costs involved in finding and using MBEs/WBEs is not in itself sufficient reason for a bidder's failure to meet the contract 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 MBEs/WBEs if the price difference is excessive or unreasonable.
- (E) Not rejecting MBEs/WBEs 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 MBEs/WBEs in obtaining bonding, lines of credit, or insurance as required by the recipient or bidder.
- (G) Making efforts to assist interested MBEs/WBEs 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 MBEs/WBEs. Contact within 7 days from the bid opening the Business Opportunity and Work Force Development Unit at [BOWD@ncdot.gov](mailto:BOWD@ncdot.gov) to give notification of the bidder's inability to get MBE or WBE quotes.
- (I) Any other evidence that the bidder submits which shows that the bidder has made reasonable good faith efforts to meet the advertised 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 Combined MBE/WBE Goal.



- (2) The bidders' past performance in meeting the contract goal.
- (3) The performance of other bidders in meeting the advertised goal. For example, when the apparent successful bidder fails to meet the 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 advertised goal, but meets or exceeds the average MBE and WBE 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 Combined MBE/WBE Goal can be met or that an adequate good faith effort has been made to meet the advertised goal.

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

The State Prequalification 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 Prequalification Engineer or at [DBE@ncdot.gov](mailto:DBE@ncdot.gov). The appeal shall be made within 2 business days of notification of the determination of non-good faith.

### **Counting MBE/WBE Participation Toward Meeting the Combined MBE/WBE Goal**

#### **(A) Participation**

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

#### **(B) Joint Checks**

Prior notification of joint check use shall be required when counting MBE/WBE 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 MBE/WBE may enter into subcontracts. Work that a MBE subcontracts to another MBE firm may be counted toward the anticipated MBE participation. The same holds true for work that a WBE subcontracts to another WBE firm. Work that a MBE/WBE subcontracts to a non-MBE/WBE firm does not count toward the contract goal requirement. It should

be noted that every effort shall be made by MBE and WBE contractors to subcontract to the same certification (i.e., MBEs to MBEs and WBEs to WBEs), in order to fulfill the MBE or WBE participation breakdown. This, however, may not always be possible due to the limitation of firms in the area. If the MBE or WBE firm shows a good faith effort has been made to reach out to similarly certified firms and there is no interest or availability, and they can get assistance from other certified firms, the Engineer will not hold the prime responsible for meeting the individual MBE or WBE breakdown. If a MBE or WBE 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 MBE or WBE is not performing a commercially useful function.

(D) Joint Venture

When a MBE or WBE 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 MBE or WBE in the joint venture, that portion of the total dollar value being a distinct clearly defined portion of work that the MBE or WBE performs with its forces.

(E) Suppliers

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

(F) Manufacturers and Regular Dealers

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

- (1) The fees or commissions charged by a MBE/WBE 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 MBE/WBE, 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) MBE/WBE Utilization**

The Contractor may count toward its contract goal requirement only expenditures to MBEs and WBEs that perform a commercially useful function in the work of a contract. A MBE/WBE 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 MBE/WBE 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 MBE/WBE 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 MBE/WBE credit claimed for its performance of the work, and any other relevant factors. If it is determined that a MBE or WBE is not performing a Commercially Useful Function, the contractor may present evidence to rebut this presumption to the Department.

**(B) MBE/WBE Utilization in Trucking**

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

- (1) The MBE/WBE 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 the Combined MBE/WBE Goal.
- (2) The MBE/WBE shall itself own and operate at least one fully licensed, insured, and operational truck used on the contract.
- (3) The MBE/WBE 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 MBE may subcontract the work to another MBE firm, including an owner-operator who is certified as a MBE. The same holds true that a WBE may subcontract the work to another WBE firm, including an owner-operator who is certified as a WBE. When this occurs, the MBE or WBE who subcontracts work receives credit for the total value of the transportation services the subcontracted MBE or WBE provides on the contract. It should be noted that every effort shall be made by MBE and WBE contractors to subcontract to the same certification (i.e., MBEs to MBEs and WBEs to WBEs), in order to fulfill the participation breakdown. This, however, may not always be possible due to the limitation of firms in the area. If the MBE or WBE firm shows a good faith effort has been made

to reach out to similarly certified transportation service providers and there is no interest or availability, and they can get assistance from other certified providers, the Engineer will not hold the prime responsible for meeting the individual MBE or WBE participation breakdown.

- (5) The MBE/WBE may also subcontract the work to a non-MBE/WBE firm, including from an owner-operator. The MBE/WBE who subcontracts the work to a non-MBE/WBE is entitled to credit for the total value of transportation services provided by the non-MBE/WBE subcontractor not to exceed the value of transportation services provided by MBE/WBE-owned trucks on the contract. Additional participation by non-MBE/WBE 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 MBE/WBE and the Contractor will not count towards the MBE/WBE contract requirement.
- (6) A MBE/WBE may lease truck(s) from an established equipment leasing business open to the general public. The lease must indicate that the MBE/WBE 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 MBE/WBE, so long as the lease gives the MBE/WBE absolute priority for use of the leased truck. This type of lease may count toward the MBE/WBE's credit as long as the driver is under the MBE/WBE's payroll.
- (7) Subcontracted/leased trucks shall display clearly on the dashboard the name of the MBE/WBE 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.

### **MBE/WBE Replacement**

When a Contractor has relied on a commitment to a MBE or WBE subcontractor (or an approved substitute MBE or WBE subcontractor) to meet all or part of a contract goal requirement, the contractor shall not terminate the MBE/WBE 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 MBE/WBE subcontractor, a non-MBE/WBE 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 MBE/WBE 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 MBE/WBE subcontractor five (5) business days to respond to the Contractor's Notice of Intent to Request Termination and/or Substitution. If the MBE/WBE subcontractor objects to the intended termination/substitution, the MBE/WBE, 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 MBE/WBE subcontractor.

A committed MBE/WBE 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 MBE/WBE subcontractor fails or refuses to execute a written contract;
- (b) The listed MBE/WBE 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 MBE/WBE subcontractor to perform its work on the subcontract results from the bad faith or discriminatory action of the prime contractor;
- (c) The listed MBE/WBE subcontractor fails or refuses to meet the prime contractor's reasonable, nondiscriminatory bond requirements;
- (d) The listed MBE/WBE subcontractor becomes bankrupt, insolvent, or exhibits credit unworthiness;
- (e) The listed MBE/WBE 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 MBE/WBE subcontractor is not a responsible contractor;
- (g) The listed MBE/WBE voluntarily withdraws from the project and provides written notice of withdrawal;
- (h) The listed MBE/WBE is ineligible to receive MBE/WBE credit for the type of work required;
- (i) A MBE/WBE owner dies or becomes disabled with the result that the listed MBE/WBE contractor is unable to complete its work on the contract;
- (j) Other documented good cause that compels the termination of the MBE/WBE subcontractor. Provided, that good cause does not exist if the prime contractor seeks to terminate a MBE/WBE it relied upon to obtain the contract so that the prime contractor can self-perform the work for which the MBE/WBE contractor was engaged or so that the prime contractor can substitute another MBE/WBE or non-MBE/WBE contractor after contract award.

The Contractor shall comply with the following for replacement of a committed MBE/WBE:

(A) Performance Related Replacement

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

If a replacement MBE/WBE is not found that can perform at least the same amount of work as the terminated MBE/WBE, 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 MBE/WBEs that their interest is solicited in contracting the work defaulted by the previous MBE/WBE or in subcontracting other items of work in the contract.
- (2) Efforts to negotiate with MBE/WBEs for specific subbids including, at a minimum:

- (a) The names, addresses, and telephone numbers of MBE/WBEs who were contacted.
    - (b) A description of the information provided to MBE/WBEs regarding the plans and specifications for portions of the work to be performed.
  - (3) A list of reasons why MBE/WBE quotes were not accepted.
  - (4) Efforts made to assist the MBE/WBEs contacted, if needed, in obtaining bonding or insurance required by the Contractor.
- (B) Decertification Replacement
- (1) When a committed MBE/WBE 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 MBE/WBE 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 MBE/WBE is decertified prior to the Department receiving the SAF (*Subcontract Approval Form*) for the named MBE/WBE firm, the Contractor shall take all necessary and reasonable steps to replace the MBE/WBE subcontractor with another MBE/WBE subcontractor to perform at least the same amount of work to meet the Combined MBE/WBE goal requirement. If a MBE/WBE 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).
  - (3) Exception: If the MBE/WBE's ineligibility is caused solely by its having exceeded the size standard during the performance of the contract, the Department will not require the Contractor to solicit replacement MBE/WBE 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 and overall goal.

All requests for replacement of a committed MBE/WBE 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 MBE/WBE, 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 MBE/WBE based upon the Contractor's commitment, the MBE/WBE shall participate in additional work to the same extent as the MBE/WBE 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 MBEs/WBEs 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 MBE/WBE, the Contractor shall seek participation by MBEs/WBEs 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 MBE/WBE, the Contractor shall seek additional participation by MBEs/WBEs equal to the reduced MBE/WBE 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 MBE/WBE subcontractor. The Department reserves the right to require copies of actual subcontract agreements involving MBE/WBE 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 MBE/WBE 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 MBE/WBE credit.

### **Reporting Minority and Women Business Enterprise Participation**

The Contractor shall provide the Engineer with an accounting of payments made to all MBE/WBE 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 MBEs/WBEs, 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-MBE/WBE 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 Payment Tracking System.

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

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

### **RESTRICTIONS ON ITS EQUIPMENT AND SERVICES:**

(11-17-20)

SP01 G090

All telecommunications, video or other ITS equipment or services installed or utilized on this project must be in conformance with UNIFORM ADMINISTRATIVE REQUIREMENTS, COST PRINCIPLES, AND AUDIT REQUIREMENTS FOR FEDERAL AWARDS **2 CFR, § 200.216** **Prohibition on certain telecommunications and video surveillance services or equipment.**

### **USE OF UNMANNED AIRCRAFT SYSTEM (UAS):**

(8-20-19)

SP1 G092

The Contractor shall adhere to all Federal, State and Local regulations and guidelines for the use of Unmanned Aircraft Systems (UAS). This includes but is not limited to US 14 CFR Part 107 *Small UAS Rule*, NC GS 15A-300.2 *Regulation of launch and recovery sites*, NC GS 63-95 *Training required for the operation of unmanned aircraft systems*, NC GS 63-96 *Permit required for commercial operation of unmanned aircraft system*, and NCDOT UAS Policy. The required operator certifications include possessing a current Federal Aviation Administration (FAA) Remote Pilot Certificate, a NC UAS Operator Permit as well as operating a UAS registered with the FAA.

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

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



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

**EQUIPMENT IDLING GUIDELINES:**

(1-19-21)

107

SP1 G096

Exercise reduced fuel consumption and reduced equipment emissions during the construction of all work associated with this contract. Employees engaged in the construction of this project should turn off vehicles when stopped for more than thirty (30) minutes and off-highway equipment should idle no longer than fifteen (15) consecutive minutes.

These guidelines for turning off vehicles and equipment when idling do not apply to:

1. Idling when queuing.
2. Idling to verify the vehicle is in safe operating condition.
3. Idling for testing, servicing, repairing or diagnostic purposes.
4. Idling necessary to accomplish work for which the vehicle was designed (such as operating a crane, mixing concrete, etc.).
5. Idling required to bring the machine system to operating temperature.
6. Emergency vehicles, utility company, construction, and maintenance vehicles where the engines must run to perform needed work.
7. Idling to ensure safe operation of the vehicle.
8. Idling when the propulsion engine is providing auxiliary power for other than heating or air conditioning. (such as hydraulic systems for pavers)
9. When specific traffic, safety, or emergency situations arise.
10. If the ambient temperature is less than 32 degrees Fahrenheit. Limited idling to provide for the safety of vehicle occupants (e.g. to run the heater).
11. If the ambient temperature is greater than 90 degrees Fahrenheit. Limited idling to provide for the safety of vehicle occupants of off-highway equipment (e.g. to run the air conditioning) no more than 30 minutes.
12. Diesel powered vehicles may idle for up to 30 minutes to minimize restart problems.

Any vehicle, truck, or equipment in which the primary source of fuel is natural gas or electricity is exempt from the idling limitations set forth in this special provision.

**SUBSURFACE INFORMATION:**

(7-1-95)(Rev. 8-16-22)

450

SP1 G112 B

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

**MAINTENANCE OF THE PROJECT:**

(11-20-07) (Rev. 1-16-24)

104-10

SP1 G125

Revise the *Standard Specifications* as follows:

**Page 1-35, Article 104-10 Maintenance of the Project, line 3,** 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 1-35, Article 104-10 MAINTENANCE OF THE PROJECT, line 8**, 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 1-35, Article 104-10 MAINTENANCE OF THE PROJECT, lines 20-22**, 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.

**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.

**OUTSOURCING OUTSIDE THE USA:**

(9-21-04) (Rev. 5-16-06)

SP1 G150

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

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

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

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

(1-16-07) (Rev 12-15-20)

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 equal to or greater than 1.0 inch that occurs within a 24 hour period. Additional monitoring may be required at the discretion of Division of Water Resources personnel if the receiving stream is 303(d) listed for turbidity and the project has had documented problems managing turbidity.
  - (c) Maintain an onsite rain gauge or use the Department's Multi-Sensor Precipitation Estimate website to maintain a daily record of rainfall amounts and dates.
  - (d) Maintain erosion and sediment control/stormwater inspection records for review by Department and Regulatory personnel upon request.
  - (e) Implement approved reclamation plans on all borrow pits, waste sites and staging areas.
  - (f) Maintain a log of turbidity test results as outlined in the Department's Procedure for Monitoring Borrow Pit Discharge.
  - (g) Provide secondary containment for bulk storage of liquid materials.
  - (h) Provide training for employees concerning general erosion and sediment control/stormwater awareness, the Department's NPDES Stormwater Permit NCS000250 requirements, and the applicable requirements of the *General Permit, NCG010000*.
  - (i) Report violations of the NPDES permit to the Engineer immediately who will notify the Division of Water Quality Regional Office within 24 hours of becoming aware of the violation.
- (3) Quality Control Program - Maintain a quality control program to control erosion, prevent sedimentation and follow provisions/conditions of permits. The quality control program shall:
- (a) Follow permit requirements related to the Contractor and subcontractors' construction activities.
  - (b) Ensure that all operators and subcontractors on site have the proper erosion and sediment control/stormwater certification.
  - (c) Notify the Engineer when the required certified erosion and sediment control/stormwater personnel are not available on the job site when needed.
  - (d) Conduct the inspections required by the NPDES permit.
  - (e) Take corrective actions in the proper timeframe as required by the NPDES permit for problem areas identified during the NPDES inspections.

- (f) Incorporate erosion control into the work in a timely manner and stabilize disturbed areas with mulch/seed or vegetative cover on a section-by-section basis.
  - (g) Use flocculants approved by state regulatory authorities where appropriate and where required for turbidity and sedimentation reduction.
  - (h) Ensure proper installation and maintenance of temporary erosion and sediment control devices.
  - (i) Remove temporary erosion or sediment control devices when they are no longer necessary as agreed upon by the Engineer.
  - (j) The Contractor's quality control and inspection procedures shall be subject to review by the Engineer. Maintain NPDES inspection records and make records available at all times for verification by the Engineer.
- (B) *Certified Foreman* - At least one Certified Foreman shall be onsite for each type of work listed herein during the respective construction activities to control erosion, prevent sedimentation and follow permit provisions:
- (1) Foreman in charge of grading activities
  - (2) Foreman in charge of bridge or culvert construction over jurisdictional areas
  - (3) Foreman in charge of utility activities

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

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

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

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

- (D) *Certified Designer* - Include the certification number of the Level III Certified Designer on the erosion and sediment control/stormwater component of all reclamation plans and if applicable, the certification number of the Level III 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. 1-16-24)

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 *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.

**NOTES TO CONTRACTOR:**

There shall be no night work performed, no new permanent lighting shall be installed and there shall be no Temporary Lighting used.

The Department will perform day roost surveys prior to any percussive activities required for construction of the new bridge or within 14 days of bridge demolition, whichever is first. If federally listed or proposed bats are found day roosting or during construction, work on the bridge or culvert shall be halted and the Department will contact the U.S Fish and Wildlife Service (USFWS) for further coordination prior to work resuming.

In the event there are unanticipated discoveries of cultural resources during construction, and in accordance with 36 CFR 800.13(b), if NCDOT identifies additional cultural resource(s) during construction and determine them to be eligible for the NRHP, all work will be halted within the limits of the NRHP-eligible resource(s) and the Department will consult with the USACE and SHPO. Inadvertent or accidental discovery of human remains will be handled in accordance with North Carolina General Statutes 65 and 70.

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

(9-17-02) (Rev. 3-19-24)

200

SP2 R02A

Perform clearing on this project to the limits established by Method - II shown on Standard Drawing No. 200.02 of the *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 DETOURS:**

(8-15-00) (Rev. 4-21-15)

1101

SP2 R30A

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

After the detours 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 detour in embankments or dispose of in waste areas furnished by the Contractor.

Pipe culverts removed from the detours remain the property of the Contractor. Pipe culverts that are removed will be measured and will be paid at the contract unit price per linear foot for *Pipe Removal*. Payment for the construction of the detours will be made at the contract unit prices for the various items involved.

No direct payment will be made for removing the earth material and pavement, as the cost of same shall be included in the lump sum price bid for *Grading*. Such prices and payments will be full compensation for the work of removing 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)(Rev. 1-16-24)

235, 560

SP2 R45 A

**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 *Standard Specifications*.

**Measurement and Payment**

Where the material has been obtained from an authorized stockpile or from a borrow source and *Borrow Excavation* is not included in the contract, no direct payment will be made for this work, as the cost of this work will be part of the work being paid at the contract lump sum price for *Grading*. If *Borrow Excavation* is included in this contract and the material has been obtained from an authorized stockpile or from a borrow source, measurement and payment will be as provided in Section 230 of the *Standard Specifications* for *Borrow Excavation*.

**CORRUGATED ALUMINUM ALLOY CULVERT PIPE:**

(9-21-21)(Rev. 1-16-24)

305, 310

SP3 R34

Revise the *Standard Specifications* as follows:

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

<b>Item</b>	<b>Section</b>
Waterborne Paint	1080-9
Hot Bitumen	1081-3

**Page 3-5, Article 305-3, CONSTRUCTION METHODS,** add the following after line 26:

Coating must be applied to the aluminum when in contact with concrete. Immediately prior to coating, aluminum surfaces to be coated shall be cleaned by a method that will remove all dirt, oil, grease, chips, and other foreign substances. Aluminum to be coated shall be given one coat of suitable quality coating such as:

Approved waterborne paint (Section 1080-9)

Approved Hot Bitumen (Section 1081-3)

Other coating materials may be submitted to the Engineer for approval.

**Page 3-7, Article 310-6, MEASUREMENT AND PAYMENT, lines 10-11,** delete the fourth sentence and replace with the following:

Select bedding and backfill material and coating will be included in the cost of the installed pipe.

**BRIDGE APPROACH FILLS:**

(1-16-18) (Rev. 1-16-24)

423

SP4 R02

**Description**

Bridge approach fills consist of backfilling behind bridge end bents with select material or aggregate to support all or part of bridge approach slabs. Install outlets and grade bridge approach fills to drain water through and away from approach fills. Install geotextiles to allow for possible future slab jacking and separate approach fills from embankment fills, natural ground and pavement sections 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 as required. Construct bridge approach fills in accordance with the contract, accepted submittals and bridge approach fill *Roadway Standard Drawings*.

Define bridge approach fill types as follows:

*Type 1 Approach Fill* – Approach fill for bridge abutment in accordance with *Roadway Standard Drawing No. 423.01*;

*Type 1A Approach Fill* – Alternate approach fill for integral bridge abutment in accordance with *Roadway Standard Drawing No. 423.02*;

*Type 2 Approach Fill* – Approach fill for bridge abutment with MSE wall in accordance with *Roadway Standard Drawing* No. 423.03 and

*Type 2A Approach Fill* – Alternate approach fill for integral bridge abutment with MSE wall in accordance with *Roadway Standard Drawing* No. 423.04.

At the Contractors option, use Type 1A or 2A approach fills instead of Type 1 or 2 approach fills, respectively, for integral bridge abutments. Type 1A and 2A approach fills 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 construction surcharge, remains in place and is aligned so the wall face functions as a form for the integral end bent cap backwall and wing walls.

### **Materials**

Refer to Division 10 of the *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

Provide Type 1 geotextile for separation geotextiles, Type 4a geotextile for under bridge approach slabs and Class B concrete for outlet pads. Use Class V or Class VI select material for Type 1 and 1A approach fills and the same aggregate type approved for the reinforced zone in the accepted MSE wall submittal for Type 2 and 2A approach fills. For MSE wall aggregate, reinforcement and connector materials, see the *Mechanically Stabilized Earth Retaining Walls* provision. Provide outlet pipes and fittings for subsurface drainage materials. Provide 1/4" hardware cloth with 1/4 inch openings constructed from 24 gauge wire.

For temporary geotextile walls, use welded wire reinforcement for welded wire facing and Type 5a geotextile for reinforcement geotextiles. Use Type 5a geotextile with lengths as shown in *Roadway Standard Drawing* No. 423.02 or 423.04.

## Construction Methods

Excavate as necessary for approach fills and, if applicable, temporary geotextile walls in accordance with the contract. Ensure limits of approach fills are graded to drain as shown in the bridge approach fill *Roadway Standard Drawings*. For Type 1 and 1A approach fills in embankment fills, place and compact a temporary 1.5:1 (H:V) fill slope in accordance with *Roadway Standard Drawing* No. 423.01 or 423.02 and in accordance with Subarticle 235-3(B) and 235-3(C) of the *Standard Specifications*. Density testing is required within the temporary fill slope and additional more frequent density testing is also required for bridge approach embankments. Wait 3 days before cutting the slope back to complete the approach fill excavation. Use excavated material elsewhere on the project to form embankments, subgrades, or shoulders. If a slope for an approach fill is excavated to flatter than what is required for access or any other reason, that same slope is required for the entire approach fill excavation. Do not backfill overexcavations that extend outside the approach fill limits shown on the *Roadway Standard Drawings* with embankment soils. Instead, expand approach fill limits to include overexcavations.

Notify the Engineer when embankment fill placement and approach fill excavation is complete. Do not place separation geotextiles or aggregate until approach fill dimensions and embankment materials below and outside approach fills are approved.

For Type 2 approach fills, cast MSE wall reinforcement or connectors into end bent cap backwalls within 3 inches 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 Type 2 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 over any MSE wall geosynthetic reinforcement, pull reinforcement taut so that it is in tension and free of kinks, folds, wrinkles or creases.

For Type 1 and 1A approach fills, place pipe sleeves in wing walls so water drains towards outlets. Use sleeves that can withstand wing wall loads. Insert outlet pipes into pipe sleeves to direct water towards outlets. Attach hardware cloth in front of the outlet pipe at the wing. Connect outlet pipes and fittings with solvent cement in accordance with Article 815-3 of the *Standard Specifications* and place outlet pads in accordance with *Roadway Standard Drawing* No. 815.03.

Attach separation geotextiles to end bent cap backwalls and wing walls with adhesives, tapes or other approved methods. Overlap adjacent geotextiles of the same type at least 18 inches. Cover select material or aggregate with Type 4a geotextile at an elevation 6 inches below the bridge approach slab. 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 or MSE wall reinforcement.

For Type 1A and 2A approach fills, install temporary geotextile walls as shown in *Roadway Standard Drawing* No. 423.02 or 423.04. At the Contractor's option, construct the bottom portion of integral end bents before temporary geotextile walls as shown in the plans. Erect and set welded wire facing for temporary geotextile walls so facing functions as a form for the integral end bent cap backwall. Place welded wire facing adjacent to each other in the horizontal and vertical directions to completely cover the temporary geotextile 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 wall face in accordance with *Roadway Standard Drawing* No. 423.02 or 423.04 and cover geotextiles with at least 3 inches of select material or aggregate. Place layers of reinforcement geotextiles within 3 inches of locations shown in *Roadway Standard Drawing* No. 423.02 or 423.04. Install reinforcement geotextiles with the direction shown in *Roadway Standard Drawing* No. 423.02 or 423.04. Orient overlapping seams in reinforcement geotextiles perpendicular to the integral end bent cap backwall. Do not overlap reinforcement geotextiles so seams are parallel to the wall face. Before placing select material or aggregate over reinforcement geotextiles, pull geotextiles taut so they are in tension and free of kinks, folds, wrinkles or creases. Temporary geotextile walls are designed for a surcharge pressure in accordance with *Roadway Standard Drawing* No. 423.02 or 423.04. If loads from construction equipment will be more than what the wall is designed for, contact the Engineer before positioning equipment on top of temporary geotextile walls.

Place select material or aggregate in 6 inch to 8 inch thick lifts. Compact fine aggregate for Type 2 and 2A approach fills in accordance with Subarticle 235-3(C) of the *Standard Specifications* except compact fine aggregate to a density of at least 98%. Compact select material for Type 1 and 1A approach fills and coarse aggregate for Type 2 and 2A approach fills with at least 4 passes of a trench roller in a direction parallel to the end bent cap backwall. Do not displace or damage geosynthetics or MSE wall reinforcement when placing and compacting select material or aggregate. End dumping directly on geosynthetics is not permitted. Do not operate heavy equipment on geosynthetics until they are covered with at least 8 inches of select material or aggregate. Replace any damaged geosynthetics to the satisfaction of the Engineer. When approach fills extend beyond bridge approach slabs, wrap Type 4a geotextiles over select material or aggregate and back under approach slabs as shown in *Roadway Standard Drawing* No. 423.03 or 423.04.

### **Measurement and Payment**

Type 1 and 1A approach fills will be paid for at the contract lump sum price for *Type 1 Bridge Approach Fill, Station \_\_\_\_\_* and Type 2 and 2A approach fills will be paid for at the contract lump sum price for *Type 2 Bridge Approach Fill, Station \_\_\_\_\_*. 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 wall facing, geotextiles and outlets, compacting backfill and supplying select material, aggregate, geotextiles, pipe sleeves, outlet pipes and pads and any incidentals necessary to construct approach fills behind bridge end bents.

Compensation for the material placed within the temporary 1.5:1 (H:V) fill slopes will be made in accordance with Section 225, 226, or 230 of the *Standard Specifications*. The cost of removal, including excavating, hauling, placement, and compaction of the material elsewhere on or off the project will be included in the contract lump sum price for *Type 1 Bridge Approach Fill, Station \_\_\_\_\_*.

The contract lump sum price for *Type 2 Bridge 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 Type 2 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:

**Pay Item**

Type 1 Bridge Approach Fill, Station \_\_\_\_\_

Type 2 Bridge Approach Fill, Station \_\_\_\_\_

**Pay Unit**

Lump Sum

Lump Sum

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

(11-21-00)(Rev. 1-16-24)

620

SP6 R25

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

The base price index for asphalt binder for plant mix is \$ **593.75** per ton.

This base price index represents an average of F.O.B. selling prices of asphalt binder at supplier's terminals on **April 1, 2024**.

**FINAL SURFACE TESTING NOT REQUIRED:**

(5-18-04) (Rev. 2-16-16)

610

SP6 R45

Final surface testing is not required on this project in accordance with Section 610-13, *Final Surface Testing and Acceptance*.

**MODIFIED CONCRETE FLUME WITH CONCRETE OUTLET:**

(3-19-96)(Rev. 1-16-24)

825

SP8 R10

At locations shown in the plans, construct concrete flumes, concrete curb, and apron in accordance with the details in the plans. Use materials meeting the requirements of Section 825 of the *Standard Specifications* except that the concrete must be Class B or of higher compressive strength.

Each concrete flume, concrete curb, and apron completed and accepted will be paid at the contract unit price per each for *Modified Concrete Flume*. Such price and payment will be full compensation for all materials, labor, equipment, tools, removing and disposing of the temporary slope drains, and any other incidentals necessary to complete the work satisfactorily.

The concrete curb and ditch outside the pay limits of the apron will be measured and paid in accordance with Section 846 and 850 of the *Standard Specifications*.

Payment will be made under:

**Pay Item**

Modified Concrete Flume

**Pay Unit**

Each



**POWDER COATED GALVANIZED STEEL BEAM GUARDRAIL:**

(5-3-13)(Rev. 1-16-24)

862

SPI 8-40 (Rev.)

**Description**

Furnish and install powder coated galvanized steel beam guardrail, end units, posts and anchor units in accordance with the Plans and the applicable requirements of Section 862 of the *Standard Specifications*.

**Materials**

Refer to Division 10 of the *Standard Specifications*.

Item	Section
Galvanizing	1076
Reflective sheeting	1088-3

**Pre-Qualification**

The powder coating facilities shall be approved prior to the application of any powder coating process. A complete listing of approved facilities can be found on the Departments Producer/Supplier webpage: <https://apps.ncdot.gov/vendor/approvedproducts/Producer.aspx>

To request approval of a new facility, contact the Materials and Tests Unit, Manufactured Products Engineer listed below:

Mr. Cabell Garbee, P.E.  
[cgarbee@ncdot.gov](mailto:cgarbee@ncdot.gov)

Once the request is made, a summary of required submittals, test panels and materials will be sent to the perspective producer/supplier to provide to the Department. Upon receiving all required items allow for twenty (20) business days for review.

**Revocation of Qualified Status**

Qualification of a Powder coating shop facility may be revoked for a time as determined by the Engineer. The Engineer is defined in Article 101-3 or the *Standard Specifications* for Roads and Structures. Criteria for removal are as follows:

Critical and major deficiencies as defined by the Engineer  
 Failure to respond to the Engineer's request for information  
 Failure to correct continued non-conforming quality. A repetitive non-conforming item requires a corrective action plan to be submitted and approved by the Engineer.  
 Failure to repair coating layers that have been applied and approved by the Powder Coating Facility that exhibit any visible rust that cannot be removed by pressure washing.

**Notification of Work**

Give the Materials and Tests Unit 72 hours' notice for in-state producers and 192 hours 'notice for producers out-of-state before beginning work in the shop. The "hours' notice "is defined as working hours' Monday thru Friday, 8 AM to 5 PM. A copy of the Notification of Beginning Of Work Form can be found on the Departments Materials and Tests webpage:

<https://connect.ncdot.gov/resources/Materials/MaterialsResources/MT%20Form%20M4000%20Notification%20of%20Beginning%20Work.pdf>

**Powder Coat Color**

FED-STD-595C, dated 16 January 2008, and all associated slash sheets, are hereby canceled. SAE AMS-STD-595, "Colors Used in Government Procurement," supersedes FED-STD-595C. This document, and all new SAE-AMS-STD-595 color standard products such as fan decks and color chipsets, may be obtained from [www.sae.org](http://www.sae.org), or SAE International Customer Service, 400 Commonwealth Drive, Warrendale PA 15096.

**Guardrail**

Guardrail materials shall meet Section 1046 of the *Standard Specifications*. Galvanizing of steel products shall be performed in accordance with section 1076 of the *Standard Specifications*. The fabricator or designated representative(s) supplying the components to be galvanized shall communicate with the galvanizer to indicate that the galvanized pieces will be powder coated and therefore shall not be water quenched or treated with chromate conversion coatings.

For Powder Coated Galvanized End Units 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, submit the following to the Engineer:

(A) FHWA acceptance letter for each guardrail end unit certifying it meets the requirements of the AASHTO Manual for Assessing Safety Hardware, Test Level 2 or Test Level 3 in accordance with Article 106-2 of the *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 *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**

(A) Preparation of Galvanized Beams and Hardware for Powder Coating

In no case shall the surface preparation be less than specified by the powder manufacturer's recommendations or produce a powder applied film that does not demonstrate the minimum adhesion required herein.

All components to be coated shall be prepared in accordance with Section 442-13 of the *Standard Specifications*. All drainage spikes, high spots, protrusions, or other surface defects shall be removed using hand or power tools. Do not remove the galvanization below the limits set forth in AASHTO M 111.

Remove grease, oils, moisture, scale, rust or any other foreign matter prior to powder coating to ensure ideal adhesion and coating performance. Prepare and coat the galvanized surface as soon as possible after the galvanization process.

(B) Powder Coating Application and Curing

Prior to application, the coating facilities shall take representative dry film thickness readings for each batch and type of product being powder coated.

Follow the powder manufacturer's recommendations regarding steel temperature, application, and curing.

Apply the coating so the final product has a uniform and smooth surface which adheres well to the galvanized surface.

The final product shall be free of over spray, mud cracking, runs, sags, cracks, holidays, pinholes, or any other defects.

(C) Quality Control

Provide all test reports and documentation and inspect all coated material as outlined in Sections 442, 1072, 1076, and 1080 of the *Standard Specifications*. Ensure that the quality control inspector is separate from production functions.

(D) Storage, Shipping and Handling

All powder coated material shall be stored inside unless there is no facility present or at the Engineers approval.

All shipping and handling either from powder facility to project site and or storage site to area(s) to construction location shall be protected from incurring damage to the product. In no case shall the product be stored directly on the ground, in areas where pooling water may occur; the Engineer determines the effectiveness of all storage, shipping and handling methods.

(E) Repair of Powder Coated Material

It is the Department's resolve that both the shop and Contractor providing these products use the utmost of care in handling, packaging, shipping, and installing these products. The process in which this coating was applied cannot be duplicated in a field environment, thus any repairs are considered detrimental to the longevity of the coating system. The Department has specified the following for repairing powder coating.

All damage to the coating which occurs or is discovered in the shop shall be repaired by the original method of application as outlined in the coating facilities repair procedure. All repair areas shall meet the original requirements for adhesion as stated herein.

All damaged discovered upon delivery to the project site prior to unloading shall be recorded by pictures and documentation by the Engineer or their authorized representative and shall be reported to the applicator. The Engineer has the authority to accept or reject the material as outlined in the Article 105-3 of the *Standard Specifications*.

For damaged coatings which occur during storage, transporting, handling or installation, submit a repair procedure to the Engineer. The contractor shall use a liquid paint approved by the Department and compatible with the powder applied product. All repair areas shall meet an adhesion rating of 400 psi in accordance with ASTM D4541. Acceptance on the final finish shall be determined by the Engineer.

(F) Guardrail Installation

Install guardrail in accordance with Section 862 of the *Standard Specifications*, the plans, and details and assembling instructions furnished by the manufacturer. Guardrail end delineation shall be applied to the entire end section of all approach and trailing end sections.

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 *Standard Specifications* and is incidental to the cost of the guardrail anchor unit.

**Measurement and Payment**

*Powder Coated Galvanized Steel Beam Guardrail* and *Powder Coated Galvanized Steel Beam Guardrail, Shop Curved* will be measured and paid in linear feet of guardrail that has been satisfactorily completed and accepted exclusive of that length of guardrail that is within the pay limits of guardrail anchors. Measurement will be made from center to center of the outermost post in the length of guardrail being measured.

*Powder Coated Galvanized 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.

*Powder Coated Galvanized Guardrail End 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.

*Powder Coated Galvanized 25' Clear Span Guardrail Sections* will be measured and paid in units of each completed and accepted.

*Powder Coated Additional Guardrail Posts* will be measured and paid in units of each for completed and accepted additional posts required but not shown in the plans.

There will be no measurement or payment made for guardrail delineators or guardrail end delineation as they are incidental to the other pay items herein.

Such price and payment include, but is not limited to, furnishing and erecting posts, offset blocks, rail, terminal sections, miscellaneous hardware, and all other materials, field curving and shop curving of the rail; excavation; furnishing and installing additional guardrail posts and additional offset blocks; backfilling; fabrication; welding; powder coating; galvanizing; furnishing and installing guardrail delineators and end delineation.

Payment will be made under:

Pay Item	Pay Unit
Powder Coated Galvanized Steel Beam Guardrail	Linear Foot
Powder Coated Galvanized Steel Beam Guardrail, Shop Curved	Linear Foot
Powder Coated Galvanized Guardrail Anchor Units, Type _____	Each
Powder Coated Galvanized Guardrail End Units, Type _____	Each
Powder Coated Galvanized Additional Guardrail Posts	Each

### **TEMPORARY SHORING:**

(2-20-07)(Rev. 1-16-24)

SP11 R02

#### **Description**

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

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

#### **(A) Cantilever and Braced Shoring**

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

(B) Anchored Shoring

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

(C) Temporary MSE Walls

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

Temporary geosynthetic walls consist of geotextiles or geogrids wrapped behind welded wire facing or geostrips connected to welded wire facing. Define “temporary geotextile wall” as a temporary geosynthetic wall with geotextile reinforcement, “temporary geogrid wall” as a temporary geosynthetic wall with geogrid reinforcement and “temporary geostrip wall” as a temporary geosynthetic wall with geostrip reinforcement.

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

(D) Embedment

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

(E) Positive Protection

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

## Materials

Refer to the *Standard Specifications*.

<b>Item</b>	<b>Section</b>
Concrete Barrier Materials	1170-2
Flowable Fill, Excavatable	1000-7
Geosynthetics	1056
Grout, Type 1	1003
Portland Cement	1024-1
Portland Cement Concrete	1000
Select Materials	1016
Steel Beam Guardrail Materials	862-2
Steel Plates	1072-2
Steel Sheet Piles and H-Piles	1084
Untreated Timber	1082-2
Water	1024-4
Welded Wire Reinforcement	1070-3

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

(A) Shoring Backfill

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

(B) Anchors

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

(1) Ground Anchors

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

Use neat cement grout that only contains cement and water with a water cement ratio of 0.4 to 0.5 which is approximately 5.5 gallons of water per 94 pounds of Portland cement. Provide grout with a compressive strength at 3 and 28 days of at least 1,500 and 4,000 psi, respectively.

## (2) Helical Anchors

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

## (3) Anchorages

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

## (C) Temporary Walls

## (1) Welded Wire Facing

Use welded wire reinforcement for welded wire facing, struts and wires. For temporary wire walls, provide welded wire facing supplied by the Wire Wall Vendor or a manufacturer approved or licensed by the vendor. For temporary wire walls with separate reinforcement and facing components, provide connectors (e.g., bars, clamps, plates, etc.) and fasteners (e.g., bolts, nuts, washers, etc.) required by the Wire Wall Vendor.

## (2) Geotextiles

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

## (3) Geogrid and Geostrip Reinforcement

Use geogrids with a roll width of at least 4 feet. Use geogrids for geogrid reinforcement and geostrips for geostrip reinforcement with an “approved” status code in accordance with the NCDOT Geosynthetic Reinforcement Evaluation Program. The list of approved geogrids and geostrips is available from: [connect.ncdot.gov/resources/Geological/Pages/Products.aspx](http://connect.ncdot.gov/resources/Geological/Pages/Products.aspx)

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

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

## (4) Welded Wire Grid and Metallic Strip Reinforcement



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

### **Preconstruction Requirements**

(A) Concrete Barrier

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

(B) Temporary Guardrail

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

(C) Temporary Shoring Designs

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

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

Provide temporary wall designs sealed by a Design Engineer licensed in the state of North

Carolina and employed or contracted by the Temporary Wall Vendor. Include details in temporary wall working drawings of geotextile and reinforcement types, locations and directions and obstructions extending through walls or interfering with reinforcement.

(1) Soil Parameters

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

(a) Unit weight ( $\gamma$ ) = 120 pcf,

(b)

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

(c) Cohesion (c) = 0 psf.

(2) Traffic Surcharge

Design temporary shoring for a traffic surcharge of 250 pounds per square foot if traffic will be above and within H of shoring. This traffic surcharge does not apply to construction traffic. Design temporary shoring for any construction surcharge if construction traffic will be above and within H of shoring. Design temporary shoring for a traffic (live load) surcharge in accordance with Article 11.5.6 of the *AASHTO LRFD Bridge Design Specifications*.

(3) Cantilever, Braced and Anchored Shoring Designs

Use shoring backfill for fill sections and voids between cantilever, braced and anchored shoring and the critical failure surface. Use concrete or Type 1 grout for embedded portions of drilled-in H-piles. Do not use drilled-in sheet piles.

Define “top of shoring” for cantilever, braced and anchored shoring as where the grade intersects the back of sheet piles or H-piles and timber lagging. Design cantilever, braced and anchored shoring for a traffic impact load of 2,000 pounds per foot applied 18 inches above top of shoring if concrete barrier is above and next to shoring or temporary guardrail is above and attached to shoring. Extend cantilever, braced and anchored shoring at least 32 inches above top of shoring if shoring is designed for traffic impact. Otherwise, extend shoring at least 6 inches above top of shoring.

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

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

(4) Temporary Wall Designs

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

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

Use the simplified method for determining maximum reinforcement loads in accordance with the AASHTO LRFD specifications. For geotextile reinforcement, use geotextile properties approved by the Department or default values in accordance with the AASHTO LRFD specifications. For geogrid and geostrip reinforcement, use approved geosynthetic reinforcement properties available from the website shown elsewhere in this provision. Use geosynthetic properties for the direction reinforcement will be installed, a 3-year design life and shoring backfill to be used in the reinforced zone.

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

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

wire facing with a connection approved by the Department.

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

(D) Preconstruction Meeting

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

### Construction Methods

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

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

(A) Tolerances

Construct shoring with the following tolerances:

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

(B) Cantilever, Braced and Anchored Shoring Installation

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

- (1) Pile Installation

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

Do not splice sheet piles. Use pile excavation to install drilled-in H-piles. After filling holes with concrete or Type 1 grout to the elevations shown in the accepted submittals, remove any fluids and fill remaining portions of holes with flowable fill. Cure concrete or grout at least 7 days before excavating.

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

(2) Excavation

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

(3) Anchor Installation

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

- (a) Materials in accordance with this provision are required instead of materials conforming to Articles 6.4 and 6.5.3 of the AASHTO LRFD Specifications,
- (b) Encapsulation-protected ground anchors in accordance with Article 6.4.1.2 of the AASHTO LRFD specifications are not required, and
- (c) Corrosion protection for unbonded lengths of ground anchors and anchorage covers are not required.
- (d) Mix and place neat cement grout in accordance with Subarticles 1003-5, 1003-6 and 1003-7 of the *Standard Specifications*. Measure grout temperature, density and flow during grouting with at least the same frequency grout cubes are made for compressive strength. Perform density and flow field tests in the presence of the Engineer in accordance with

American National Standards Institute/American Petroleum Institute Recommended Practice 13B-1 (Section 4, Mud Balance) and ASTM C939 (Flow Cone), respectively.

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

(4) Anchor Testing

Proof test and lock-off anchors in accordance with the accepted submittals and Article 6.5.5 of the *AASHTO LRFD Bridge Construction Specifications* except for the acceptance criteria in Article 6.5.5.5. For the AASHTO LRFD specifications, "ground anchor" refers to a ground or helical anchor and "tendon" refers to a bar, strand or shaft.

(a) Anchor Acceptance

Anchor acceptance is based in part on the following criteria.

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

(b) Anchor Test Results

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

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

(C) Temporary Wall Installation

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

excavation dimensions and foundation material are approved.

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

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

Place reinforcement within 3 inches of locations shown in the plans and accepted submittals. Before placing shoring backfill, pull geosynthetic reinforcement taut so it is in tension and free of kinks, folds, wrinkles or creases. Install reinforcement with the direction shown in the plans and accepted submittals. For temporary wire walls with separate reinforcement and facing components, attach welded wire grid or metallic strip reinforcement to welded wire facing as shown in the accepted submittals. Do not splice or overlap reinforcement so seams are parallel to the wall face. Contact the Engineer when unanticipated existing or future obstructions such as foundations, pavements, pipes, inlets or utilities will interfere with reinforcement.

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

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

### **Measurement and Payment**

*Temporary Shoring* will be measured and paid in square feet. Temporary walls will be measured as the square feet of exposed wall face area. Cantilever, braced or anchored shoring will be measured as the square feet of exposed shoring face area with the shoring height equal to the difference between the top and bottom of shoring elevations. Define "top of shoring" as where

the grade intersects the back of sheet piles or H-piles and timber lagging. Define “bottom of shoring” as where the grade intersects front of sheet piles or H-piles and timber lagging. No measurement will be made for any embedment, shoring extension above top of shoring or pavement thickness above temporary walls.

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

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

PCB will be measured and paid in accordance with Article 1170-4 of the *Standard Specifications*. No additional payment will be made for anchoring PCB for temporary shoring. Costs for anchoring PCB will be incidental to temporary shoring.

Temporary guardrail will be measured and paid for in accordance with Article 862-6 of the *Standard Specifications*.

Payment will be made under:

**Pay Item**  
Temporary Shoring

**Pay Unit**  
Square Foot



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

(5-20-08)(Rev. 1-16-24)

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 *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**

(1-16-24)

Z-4

Revise the *2024 Standard Specifications* as follows:

**Division 3**

**Page 3-5, Article 305-2 MATERIALS, after line 16,** replace " 1032-3(A)(7)" with "1032-3" and add the item "Galvanized Corrugated Steel Pipe" with Section "1032-3".

**Page 3-6, Article 310-2 MATERIALS, after line 9,** add the item "Galvanized Corrugated Steel Pipe" with Section "1032-3".

**Division 9**

**Page 9-17, Article 904-4 MEASUREMENT AND PAYMENT, prior to line 1,** replace " Sign Erection, Relocate Type (Ground Mounted)" with "Sign Erection, Relocate Type \_\_\_ (Ground Mounted)".

**Division 10**

**Page 10-51, Article 1024-4 WATER, prior to line 1,** delete the "unpopulated blank row" in Table 1024-2 between "Time of set, deviation from control" and "Chloride Ion Content, Max.".

**Page 10-170, Subarticle 1081-1(C) Requirements, line 4,** replace "maximum" with "minimum".

**Division 11**

**Page 11-15, Article 1160-4 MEASUREMENT AND PAYMENT, line 24,** replace "Where barrier units are moved more than one" with "Where barrier units are moved more than once".

**Division 15**

**Page 15-10, Article 1515-4 MEASUREMENT AND PAYMENT, lines 11,** replace " All piping" with "All labor, the manhole, other materials, excavation, backfilling, piping".

**Division 16**

**Page 16-14, Article 1633-5 MEASUREMENT AND PAYMENT, line 20-24 and prior to line 25,** delete and replace with the following " Flocculant will be measured and paid in accordance with Article 1642-5 applied to the temporary rock silt checks."

**Page 16-3, Article 1609-2 MATERIALS, after line 26,** replace "Type 4" with "Type 4a".

**Page 16-25, Article 1644-2 MATERIALS, after line 22,** replace "Type 4" with "Type 4a".

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

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

Z-04a

**Within Quarantined Area**

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

**Originating in a Quarantined County**

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

**Contact**

Contact the N.C. Department of Agriculture/United States Department of Agriculture at 1-800-206-9333, 919-707-3730, or <https://www.ncagr.gov/plantindustry/Plant/quaran/table2.htm> to determine those specific project sites located in the quarantined area or for any regulated article used on this project originating in a quarantined county.

**Regulated Articles Include**

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

**STANDARD SPECIAL PROVISION**

**MINIMUM WAGES**

(7-21-09)

Z-5

**FEDERAL:** The Fair Labor Standards Act provides that with certain exceptions every employer shall pay wages at the rate of not less than SEVEN DOLLARS AND TWENTY FIVE CENTS (\$7.25) per hour.

**STATE:** The North Carolina Minimum Wage Act provides that every employer shall pay to each of his employees, wages at a rate of not less than SEVEN DOLLARS AND TWENTY FIVE CENTS (\$7.25) per hour.

The minimum wage paid to all skilled labor employed on this contract shall be SEVEN DOLLARS AND TWENTY FIVE CENTS (\$7.25) per hour.

The minimum wage paid to all intermediate labor employed on this contract shall be SEVEN DOLLARS AND TWENTY FIVE CENTS (\$7.25) per hour.

The minimum wage paid to all unskilled labor on this contract shall be SEVEN DOLLARS AND TWENTY FIVE CENTS (\$7.25) per hour.

This determination of the intent of the application of this act to the contract on this project is the responsibility of the Contractor.

The Contractor shall have no claim against the Department of Transportation for any changes in the minimum wage laws, Federal or State. It is the responsibility of the Contractor to keep fully informed of all Federal and State Laws affecting his contract.

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

(6-28-77)(Rev 1/16/2024)

Z-6

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

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

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

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

**(a) Compliance with Regulations**

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

**(b) Nondiscrimination**

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

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

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

**(d) Information and Reports**

The contractor shall provide all information and reports required by the Acts, the Regulations, and directives issued pursuant thereto and shall permit access to its books, records, accounts, other sources of information, and its facilities as may be determined by the Recipient or the FHWA to be pertinent to ascertain compliance with such Acts, Regulations, and instructions. Where any information required of a contractor is in the exclusive possession of another who fails or refuses to furnish the information, the



contractor shall so certify to the Recipient or the FHWA, as appropriate, and shall set forth what efforts it has made to obtain the information.

(e) Sanctions for Noncompliance:

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

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

(f) Incorporation of Provisions

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

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

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

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

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

"The North Carolina Department of Transportation, in accordance with the provisions of Title VI of the Civil Rights Act of 1964 (78 Stat. 252, 42 U.S.C. §§ 2000d to 2000d-4) and the Regulations, hereby notifies all bidders that it will affirmatively ensure that any contract entered into pursuant to this advertisement,

disadvantaged business enterprises will be afforded full and fair opportunity to submit bids in response to this invitation and will not be discriminated against on the grounds of race, color, or national origin in consideration for an award. In accordance with other related nondiscrimination authorities, bidders and contractors will also not be discriminated against on the grounds of sex, age, disability, low-income level, creed/religion, or limited English proficiency in consideration for an award.”

4. Physically incorporate the FHWA-1273, in its entirety, into all subcontracts and subsequent lower tier subcontracts on Federal-aid highway construction contracts only.
  5. Provide language assistance services (i.e., written translation and oral interpretation), free of charge, to LEP employees and applicants. Contact NCDOT OCR for further assistance, if needed.
  6. For assistance with these Title VI requirements, contact the NCDOT Title VI Nondiscrimination Program at 1-800-522-0453.
- (b) Subrecipients (e.g. cities, counties, LGAs, planning organizations) may be required to prepare and submit a Title VI Plan to NCDOT, including Title VI Assurances and/or agreements. Subrecipients must also ensure compliance by their contractors and subrecipients with Title VI. (23 CFR 200.9(b)(7))
- (c) If reviewed or investigated by NCDOT, the contractor or subrecipient agrees to take affirmative action to correct any deficiencies found within a reasonable time period, not to exceed 90 calendar days, unless additional time is granted by NCDOT. (23 CFR 200.9(b)(15))
- (d) The Contractor is responsible for notifying subcontractors of NCDOT’s External Discrimination Complaints Process.
1. **Applicability**  
Title VI and related laws protect participants and beneficiaries (e.g., members of the public and contractors) from discrimination by NCDOT employees, subrecipients and contractors, regardless of funding source.
  2. **Eligibility**  
Any person—or class of persons—who believes he/she has been subjected to discrimination based on race, color, national origin, Limited English Proficiency (LEP), sex, age, or disability (and religion in the context of employment, aviation, or transit) may file a written complaint. The law also prohibits intimidation or retaliation of any sort.
  3. **Time Limits and Filing Options**  
Complaints may be filed by the affected individual(s) or a representative and must be filed no later than 180 calendar days after the following:
    - (i) The date of the alleged act of discrimination; or
    - (ii) The date when the person(s) became aware of the alleged discrimination; or
    - (iii) Where there has been a continuing course of conduct, the date on which that conduct was discontinued or the latest instance of the conduct.Title VI and related discrimination complaints may be submitted to the following entities:
    - North Carolina Department of Transportation, Office of Civil Rights, Title VI Program, 1511 Mail Service Center, Raleigh, NC 27699-1511; toll free 1-800-522-0453

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

**TABLE 103-1  
COMPLAINT BASIS**

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

<p>Religion (in the context of employment) <i>(Religion/ Creed in all aspects of any aviation or transit-related construction)</i></p>	<p>An individual belonging to a religious group; or the perception, based on distinguishable characteristics that a person is a member of a religious group. In practice, actions taken as a result of the moral and ethical beliefs as to what is right and wrong, which are sincerely held with the strength of traditional religious views. <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. <i>(49 U.S.C. 5332(b); 49 U.S.C. 47123)</i></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****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.

**PROJECT SPECIAL PROVISIONS**

**GEOTECHNICAL**

ROCK NAIL RETAINING WALL (SPECIAL)

GT-1.1 - GT-1.10

ROCK BLASTING AND CONTROL OF VIBRATION (SPECIAL)

GT-2.1 - GT-2.15

ARCHITECTURAL CONCRETE SURFACE TREATMENT (SPECIAL)

GT-3.1 - GT-3.7

DocuSigned by:  
*Geotechnical Engineering Unit*  
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12/18/2023

**ROCK NAIL RETAINING WALLS****(SPECIAL)****1.0 GENERAL**

Construct rock nail retaining walls consisting of rock nails spaced at a regular pattern and connected to a cast-in-place reinforced concrete face. A rock nail consists of a steel bar grouted in a drilled hole inclined at an angle below horizontal. Construct rock nail retaining walls based on actual elevations and wall dimensions in accordance with the contract and accepted submittals. Use a prequalified Anchored Wall Contractor to construct rock nail retaining walls. Define "rock nail wall" as a rock nail retaining wall and "Rock Nail Wall Contractor" as the Anchored Wall Contractor installing rock nails and applying shotcrete. Define "nail" as a rock nail and "concrete facing" as a cast-in-place reinforced concrete face.

**2.0 MATERIALS**

Refer to the *Standard Specifications*.

<b>Item</b>	<b>Section</b>
Geosynthetics	1056
Joint Materials	1028
Masonry	1040
Neat Cement Grout, Type 2	1003
Portland Cement Concrete, Class A	1000
Reinforcing Steel	1070
Select Material, Class VI	1016
Shotcrete	1002
Shoulder Drain Materials	816-2
Steel Plates	1072-2
Welded Stud Shear Connectors	1072-6

Provide Class VI select material (standard size No. 57 stone) for leveling pads.

Provide rock nails consisting of grouted steel bars and nail head assemblies. Use epoxy coated or encapsulated deformed steel bars that meet AASHTO M 275 or M 31, Grade 60 or 75. Splice bars in accordance with Article 1070-9 of the *Standard Specifications*. Provide epoxy coated bars that meet Article 1070-7 of the *Standard Specifications*.

For encapsulated bars, use nonperforated corrugated HDPE sheaths at least 0.04" thick that meet AASHTO M 252. Provide at least 0.4" of grout cover between bars and sheathing and at least 0.8" of grout cover between sheathing and drill hole walls.

Fabricate centralizers from schedule 40 PVC plastic pipe or tube, steel or other material not detrimental to steel bars (no wood). Size centralizers to position bars within 1" of drill hole centers and allow tremies to be inserted to ends of holes. Use centralizers that do not interfere with grout placement or flow around bars. Centralizers are required both inside and outside sheaths for encapsulated nails.

Provide nail head assemblies consisting of nuts, washers and bearing plates with welded stud shear connectors. Use steel plates for bearing plates and steel washers and hex nuts recommended by the Rock nail Manufacturer.

Provide Type 3 material certifications for rock nail materials in accordance with Article 106-3 of the *Standard Specifications*. Store steel materials on blocking at least 12" above the ground and protect it at all times from damage; and when placing in the work make sure it is free from dirt, dust, loose mill scale, loose rust, paint, oil or other foreign materials. Load, transport, unload and store rock nail wall materials so materials are kept clean and free of damage. Do not crack, fracture or otherwise damage grout inside sheaths of encapsulated nails. Bent, damaged or defective materials will be rejected.

### 3.0 PRECONSTRUCTION REQUIREMENTS

#### A. Rock Nail Wall Surveys

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

#### B. Rock Nail Wall Construction Plan

Submit 4 copies and a PDF copy of a rock nail wall construction plan at least 30 days before the preconstruction meeting. Do not begin rock nail wall construction until the construction plan submittal is accepted. Provide detailed project specific information in the rock nail wall construction plan that includes the following:

1. Overall description and sequence of rock nail wall construction;
2. List and sizes of excavation equipment, drill rigs and tools, tremies and grouting equipment;
3. Procedures for excavations, drilling and grouting, rock nail and wall drainage system installation and facing construction;
4. Plan and methods for nail testing with calibration certificates dated within 90 days of the submittal date;
5. Examples of construction and test nail records to be used in accordance with Sections 4.0(E) and 5.0(E) of this provision;
6. Approved packaged grout or grout mix design with acceptable ranges for flow and density that meets Section 1003 of the *Standard Specifications*;
7. Other information shown in the plans or requested by the Engineer.

If alternate construction procedures are proposed or necessary, a revised rock nail wall construction plan submittal may be required. If the work deviates from the accepted submittal without prior approval, the Engineer may suspend rock nail wall construction until a revised plan is accepted.

#### C. Preconstruction Meeting

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

#### 4.0 CONSTRUCTION METHODS

Control drainage during construction in the vicinity of rock nail walls. Direct run off away from rock nail walls and areas above and behind walls.

Notify the Engineer before blasting in the vicinity of rock nail walls. Perform blasting in accordance with the contract. Unless required otherwise in the plans, install foundations located behind rock nail walls before beginning wall construction.

Install rock nail walls in accordance with the accepted submittals and as directed. Do not excavate behind rock nail walls. If overexcavation occurs, repair walls with an approved method and a revised rock nail wall design or construction plan may be required.

##### A. Excavation

Line drill and shoot full height wall face location prior to beginning wall construction. Excavate for rock nail walls from the top down in accordance with the accepted submittals. Excavate in staged horizontal lifts with no negative batter (excavation face leaning forward). Excavate lifts in accordance with the following:

1. Heights not to exceed vertical nail spacing,
2. Bottom of lifts no more than 3 ft below nail locations for current lift and
3. Horizontal and vertical alignment within 2" of location shown in the accepted submittals.

Remove any remaining rock edges that will protrude more than 2" into the required cast in place concrete facing. Rocky ground such as colluvium, boulder fills and weathered rock may be difficult to excavate without leaving voids.

If an excavation becomes unstable at any time, suspend rock nail wall construction and temporarily stabilize the excavation by immediately placing an earth berm up against the unstable excavation face. When this occurs, repair walls with an approved method and a revised rock nail wall design or construction plan may be required.

Do not excavate the next lift until nail installations and testing for the current lift are accepted and grout for the current lift have cured at least 3 days and 1 day, respectively.

##### B. Rock Nails

Install rock nails in the same way as acceptable test nails. Drill and grout nails the same day and do not leave drill holes open overnight.

Control drilling and grouting to prevent excessive ground movements, damaging structures and pavements or fracturing rock and soil formations. If ground heave or subsidence occurs, suspend rock nail wall construction and take corrective action to minimize movement. If property damage occurs, make repairs with an approved method and a revised rock nail wall design or construction plan may be required.

### 1. Drilling

Use drill rigs of the sizes necessary to install rock nails and with sufficient capacity to drill through whatever materials are encountered. Drill straight and clean holes with the dimensions and inclination shown in the accepted submittals. Drill holes within 6" of locations and 2° of inclination shown in the accepted submittals unless otherwise approved.

Stabilize drill holes with temporary casings if unstable, caving or sloughing material is anticipated or encountered. Do not use drilling fluids to stabilize drill holes or remove cuttings.

### 2. Steel Bars

Center steel bars in drill holes with centralizers. Securely attach centralizers along bars at no more than 8 ft centers. Attach uppermost and lowermost centralizers 18" from excavation faces and ends of holes.

Do not insert steel bars into drill holes until hole locations, dimensions, inclination and cleanliness are approved. Do not vibrate, drive or otherwise force bars into holes. If a steel bar cannot be completely and easily inserted into a drill hole, remove the bar and clean or redrill the hole.

### 3. Grouting

Remove oil, rust inhibitors, residual drilling fluids and similar foreign materials from holding tanks/hoppers, stirring devices, pumps, lines, tremie pipes and any other equipment in contact with grout before use. Measure grout temperature, density and flow during grouting with at least the same frequency grout cubes are made for compressive strength. Perform density and flow field tests in the presence of the Engineer in accordance with American National Standards Institute/American Petroleum Institute Recommended Practice 13B-1 (Section 4, Mud Balance) and ASTM C939 (Flow Cone), respectively.

Inject grout at the lowest point of drill holes through tremies, e.g., grout tubes, casings, hollow-stem augers or drill rods, in one continuous operation. Fill drill holes progressively from ends of holes to excavation faces and withdraw tremies at a slow even rate as holes are filled to prevent voids in grout. Extend tremies into grout at least 5 ft at all times except when grout is initially placed in holes.

Provide grout free of segregation, intrusions, contamination, structural damage or inadequate consolidation (honeycombing). Cold joints in grout are not allowed except for test nails. Remove any temporary casings as grout is placed and record grout volume for each drill hole.

#### 4. Nail Heads

Weld stud shear connectors to bearing plates of nails in accordance with Article 1072-6 of the *Standard Specifications*. Install nail head assemblies after shotcreting of the bird beak. Before shotcrete reaches initial set, seat bearing plates and tighten nuts so plates contact shotcrete uniformly. If uniform contact is not possible, install nail head assemblies on mortar pads so nail heads are evenly loaded.

#### C. Wall Drainage Systems

Install wall drainage systems as shown in the accepted submittals and in accordance with Section 816 of the *Standard Specifications*. Before installing facing reinforcement, place geocomposite sheet drains with the geotextile side against excavation faces. For highly irregular faces and at the discretion of the Engineer, sheet drains may be placed after shotcreting over weep holes through the shotcrete. Hold sheet drains in place with anchor pins so drains are in continuous contact with surfaces to which they are attached and allow for full flow the entire height of rock nail walls. Discontinuous sheet drains are not allowed. If splices are needed, overlap sheet drains at least 12" so flow is not impeded. Connect sheet drains to aggregate leveling pads by embedding drain ends at least 4" into No. 57 stone.

#### D. Concrete Facing

Construct concrete facing in accordance with the accepted submittals and Section 420 of the *Standard Specifications*. Do not remove forms until concrete attains a compressive strength of at least 2,400 psi. Unless required otherwise in the plans, provide a Class 2 surface finish for concrete facing that meets Subarticle 420-17(F) of the *Standard Specifications*. Construct concrete facing joints at a spacing of 10 ft to 12 ft unless required otherwise in the plans. Make 1/2" thick expansion joints that meet Article 420-10 of the *Standard Specifications* for every third joint and 1/2" deep grooved contraction or sawed joints that meet Subarticle 825-10(B) or 825-10(E) respectively for the remaining joints. Stop reinforcing steel for concrete facing 2" on either side of expansion joints.

Seal joints above and behind rock nail walls between concrete facing and slope protection with silicone sealant.

#### E. Construction Records

Provide 2 copies of rock nail wall construction records within 24 hours of completing each lift. Include the following in construction records:

1. Names of Rock nail Wall Contractor, Superintendent, Drill Rig Operator, Project Manager and Design Engineer;
2. Wall description, county, Department's contract, TIP and WBS element number;
3. Wall station and number and lift location, dimensions, elevations and description;
4. Nail locations, dimensions and inclinations, bar types, sizes and grades, corrosion protection and temporary casing information;
5. Date and time drilling begins and ends, steel bars are inserted into drill holes, grout



- and shotcrete are mixed and arrives on-site and grout placement;
6. Grout volume, temperature, flow and density records;
  7. Ground and surface water conditions and elevations if applicable;
  8. Weather conditions including air temperature at time of grout placement and shotcrete application; and
  9. All other pertinent details related to rock nail wall construction.

After completing each rock nail wall or stage of a wall, provide a PDF copy of all corresponding construction records.

## 5.0 NAIL TESTING

Test rock nails in accordance with the contract and as directed. "Verification tests" are performed on nails not incorporated into rock nail walls, i.e., sacrificial nails and "proof tests" are performed on nails incorporated into walls, i.e., production nails. Define "verification test nail" and "proof test nail" as a nail tested with either a verification or proof test, respectively. Define "test nails" as verification or proof test nails.

Verification tests are typically required for at least one nail per soil type per rock nail wall or 2 nails per wall, whichever is greater. Proof tests are typically required for at least one nail per nail row per rock nail wall or at least 5% of production nails, whichever is greater. More or less test nails may be required depending on subsurface conditions encountered. The Engineer will determine the number and locations of verification and proof tests required. The approximate known test nail locations are shown in the plans.

Do not test nails until grout and shotcrete attain the required 3 day compressive strength. Do not install any production nails until verification tests are accepted.

### A. Test Equipment

Use the following equipment to test nails:

1. Two dial gauges with rigid supports,
2. Hydraulic jack and pressure gauge,
3. Jacking block or reaction frame and
4. Electrical resistance load cell (verification tests only).

Provide dial gauges with enough range and precision to measure the maximum test nail movement to 0.001". Use pressure gauges graduated in 100 psi increments or less. Submit identification numbers and calibration records for load cells, jacks and pressure gauges with the rock nail wall construction plan. Calibrate each jack and pressure gauge as a unit.

Align test equipment to uniformly and evenly load test nails. Use a jacking block or reaction frame that does not damage or contact shotcrete within 3 ft of nail heads. Place dial gauges opposite each other on either side of test nails and align gauges within 5° of bar inclinations. Set up test equipment so resetting or repositioning equipment during

nail testing is not needed.

### B. Test Nails

Test nails include both unbonded and bond lengths. Grout only bond lengths before nail testing. Provide unbonded and bond lengths of at least 3 ft and 10 ft, respectively.

Steel bars for production nails may be overstressed under higher test nail loads. If necessary, use larger size or higher grade bars with more capacity for test nails instead of shortening bond lengths to less than the minimum required.

### C. Verification Tests

Install verification test nails with the same equipment, installation methods and drill hole diameter and inclination as production nails.

Determine maximum bond length for verification test nails ( $L_{BVT}$ ) using the following:

$$L_{BVT} \leq (C_{RT} \times A_t \times f_y) / (Q_{ALL} \times 3)$$

Where,

$L_{BVT}$  = bond length (ft),

$C_{RT}$  = reduction coefficient, 0.9 for Grade 60 and 75 bars or 0.8 for Grade 150 bars,

$A_t$  = bar area (in<sup>2</sup>),

$f_y$  = bar yield stress (ksi) and

$Q_{ALL}$  = allowable unit grout/ground bond strength (kips/ft).

Determine design test load for verification test nails ( $DTL_{VT}$ ) based on as-built bond length and allowable unit grout/ground bond strength using the following:

$$DTL_{VT} = L_{BVT} \times Q_{ALL}$$

Where,

$DTL_{VT}$  = design test load (kips).

Perform verification tests by incrementally loading nails to failure or a load of 300% of  $DTL_{VT}$  based on the following schedule:

Load	Hold Time
AL*	1 minute
0.25 $DTL_{VT}$	10 minutes
0.50 $DTL_{VT}$	10 minutes
0.75 $DTL_{VT}$	10 minutes
1.00 $DTL_{VT}$	10 minutes
1.25 $DTL_{VT}$	10 minutes
1.50 $DTL_{VT}$	60 minutes (creep test)
1.75 $DTL_{VT}$	10 minutes
2.00 $DTL_{VT}$	10 minutes
2.50 $DTL_{VT}$	10 minutes
3.00 $DTL_{VT}$	10 minutes

AL*	1 minute
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\* Alignment load (AL) is the minimum load needed to align test equipment and should not exceed 0.05 DTL<sub>VT</sub>.

Reset dial gauges to zero after applying alignment load. Record test nail movement at each load increment and permanent set after load is reduced to alignment load. Monitor verification test nails for creep at the 1.5 DTL<sub>VT</sub> load increment. Measure and record movement during creep test at 1, 2, 3, 5, 6, 10, 20, 30, 50 and 60 minutes. Repump jack as needed to maintain load during hold times.

**D. Proof Tests**

Determine maximum bond length for proof test nails (L<sub>BPT</sub>) using the following:

$$L_{BPT} \leq (C_{RT} \times A_t \times f_y) / (Q_{ALL} \times 1.5)$$

Where variables are defined in Section 5.0(C) above.

Determine design test load for proof test nails (DTL<sub>PT</sub>) based on as-built bond length and allowable unit grout/ground bond strength using the following:

$$DTL_{PT} = L_{BPT} \times Q_{ALL}$$

Where variables are defined in Section 5.0(C) above.

Perform proof tests by incrementally loading nails to failure or a load of 150% of DTL<sub>PT</sub> based on the following schedule:

Load	Hold Time
AL*	Until movement stabilizes
0.25 DTL <sub>PT</sub>	Until movement stabilizes
0.50 DTL <sub>PT</sub>	Until movement stabilizes
0.75 DTL <sub>PT</sub>	Until movement stabilizes
1.00 DTL <sub>PT</sub>	Until movement stabilizes
1.25 DTL <sub>PT</sub>	Until movement stabilizes
1.50 DTL <sub>PT</sub>	10 or 60 minutes (creep test)
AL*	1 minute

\* Alignment load (AL) is the minimum load needed to align test equipment and should not exceed 0.05 DTL<sub>PT</sub>.

Reset dial gauges to zero after applying alignment load. Record test nail movement at each load increment and monitor proof test nails for creep at the 1.5 DTL<sub>PT</sub> load increment. Measure and record movement during creep test at 1, 2, 3, 5, 6 and 10 minutes. If test nail movement between 1 and 10 minutes is greater than 0.04", maintain the 1.5 DTL<sub>PT</sub> load increment for an additional 50 minutes and record movement at 20, 30, 50 and 60 minutes. Repump jack as needed to maintain load during hold times.

**E. Test Nail Acceptance**

Submit 2 copies of test nail records including load versus movement and time versus

creep movement plots within 24 hours of completing each verification or proof test. The Engineer will review the test nail records to determine if test nails are acceptable. Test nail acceptance is based in part on the following criteria.

1. For verification tests, total movement during creep test is less than 0.08" between the 6 and 60 minute readings and creep rate is linear or decreasing throughout hold time.
2. For proof tests, total movement during creep test is less than 0.04" between the 1 and 10 minute readings or less than 0.08" between the 6 and 60 minute readings and creep rate is linear or decreasing throughout hold time.
3. Total movement at maximum load exceeds 80% of the theoretical elastic elongation of the unbonded length.
4. Pullout failure does not occur at or before the 2.0 DTL<sub>VT</sub> or 1.5 DTL<sub>PT</sub> load increment. Define "pullout failure" as the inability to increase load while movement continues. Record pullout failure load as part of test nail data.

For proof test nails, maintain stability of unbonded lengths for subsequent grouting. If a proof test nail is accepted but the unbonded length cannot be satisfactorily grouted, do not incorporate the proof test nail into the rock nail wall and add another production nail to replace the test nail.

If the Engineer determines a verification test nail is unacceptable, revise the rock nail design or installation methods. Submit a revised rock nail wall design or construction plan for acceptance and provide acceptable verification test nails with the revised design or installation methods.

If the Engineer determines a proof test nail is unacceptable, either perform additional proof tests on adjacent production nails or revise the rock nail design or installation methods for the production nails represented by the unacceptable proof test nail as determined by the Engineer. Submit a revised rock nail wall design or construction plan for acceptance, provide an acceptable proof test nail with the revised design or installation methods and install additional production nails for the nails represented by the unacceptable proof test nail.

After completing nail testing for each rock nail wall or stage of a wall, provide a PDF copy of all corresponding test nail records.

## **6.0 MEASUREMENT AND PAYMENT**

*Rock nail Retaining Walls* will be measured and paid in square feet. Rock nail walls will be measured as the square feet of wall face area with the pay height equal to the difference between top of wall and top of leveling pad elevations. Define "top of wall" as top of concrete facing.

The contract unit price for *Rock Nail Retaining Walls* will be full compensation for providing submittals, labor, tools, equipment and rock nail wall materials, excavating, hauling and removing excavated materials, installing rock nails, grouting, shotcreting and supplying wall drainage systems, leveling pads, concrete facing and any incidentals necessary to construct rock nail walls. No additional payment will be made and no extension of completion date or time will be allowed for repairing property damage, overexcavations or unstable excavations,

unacceptable test nails or thicker shotcrete or concrete facing.

The contract unit price for *Rock Nail Retaining Walls* does not include the cost for ditches, fences, handrails, barrier or guardrail associated with rock nail walls as these items will be paid for elsewhere in the contract.

*Rock Nail Verification Tests* and *Rock nail Proof Tests* will be measured and paid in units of each. Rock nail testing will be measured as the number of initial verification or proof tests performed. The contract unit prices for *Rock Nail Verification Tests* and *Rock Nail Proof Tests* will be full compensation for initial nail testing. No payment will be made for subsequent nail testing performed on the same or replacement test nails.

Payment will be made under:

<b>Pay Item</b>	<b>Pay Unit</b>
Rock Nail Retaining Walls	Square Foot
Rock Nail Verification Tests	Each
Rock Nail Proof Tests	Each



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**ROCK BLASTING and CONTROL OF VIBRATION:****(SPECIAL)****Description**

This project special provision governs fracturing rock for excavation and constructing stable rock cut slopes using controlled, production and trench blasting. Controlled blasting is used to form a shear plane in rock at a certain slope by limiting the effects of blasting with presplitting, cushion or trim blasting. The purpose of controlled blasting is to construct stable rock cut slopes without damaging the rock face. Production blasting is used to fracture rock in manageable sizes for excavation. Trench blasting is used to create trenches in rock for utilities and pipes and construct open ditches. This provision also addresses secondary blasting and blasting adjacent to highway structures in lieu of Article 410-11 of the *Standard Specifications*.

Control blasting to avoid damaging public and private property. Contain flyrock in the construction limits or perform blasting such that no flyrock occurs if required in the "Project Requirements" section of this provision. When blasting in the vicinity of an open travelway, have equipment standing by to remove material that interferes with traffic flow.

Perform rock blasting, develop blast plans, provide explosive materials, drill, load and stem holes, record drilling, conduct blast surveys, monitor blasts and submit drilling records, surveys and reports in accordance with the contract and accepted submittals.

**Project Requirements**

Statement of Concern: This Statement of Concern is expressly written to alert the Contractor (or prospective bidders) to the fact that ordinary practices customarily considered as standard for the blasting industry will not be acceptable on this project. Extra caution and skill will be required to accomplish this work in a satisfactory manner. Blasting must be safely done near residential and commercial structures; utilities; and historical structures. Because of these concerns, NCDOT will exercise their prerogative to examine carefully the qualifications of any persons whose knowledge and skills may bear on the outcome of the work. In addition, NCDOT will reject any persons who are deemed unqualified for any tasks that may be required to accomplish the blasting and monitoring work.

**(A) Pre-Construction Condition Surveys**

The condition of all buildings, improvements and surface utilities located within 500 feet of all locations where blasting may occur shall be surveyed at least 30 days before any holes are drilled for blasting operations. Condition survey reports and the experience of persons performing the surveys shall conform to standards provided in Section (C) (3) of these special provisions. Similar surveys, done to the same standards, shall be done at all buildings, improvements and surface utilities located within 100 feet of all locations where heavy equipment is used to construct new roadways, retaining walls, and other structures associated with the work. These reports shall be submitted 30 days before any work occurs within 100 feet of identified survey targets. No heavy construction work shall occur until

NCDOT has accepted surveys done in accordance with standards provided in Section (C) (3) of these special provisions.

**(B) Vibration and Air-Overpressure Limitations**

All blasting work shall be designed and executed to assure the following vibration and air-overpressure limits are not exceeded.

**Vibration Limits at all frequencies of motion:**

<b>Location</b>	<b>Warning Level</b>	<b>Not-to-Exceed Level</b>
Historic Structures <sup>1</sup>	0.15 in/s	0.25 in/s
Residential Structures	0.35 in/s	0.5 in/s
Commercial Buildings	0.35 in/s	0.5 in/s
Public Buildings	0.35 in/s	0.5 in/s
Heavy Commercial Structures	0.75 in/s	1.0 in/s
Buried Utilities and Surface Poles	3.0 in/s	4.0 in/s
1 Power Generating Facility		

**Air-Overpressure Limits:**

<b>Location</b>	<b>Warning Level</b>	<b>Not-to-Exceed Level</b>
All Surface Structures	128 dBL	130 dBL

**(C) Flyrock**

Design and perform rock blasting such that no flyrock occurs. If flyrock occurs, the Engineer may suspend blasting operations in accordance with Article 108-7 of the Standard Specifications and require test blasts and a revised General Blast Plan. For the purposes of this work, flyrock is defined as the movement of blasted rock or debris that lands on private property, impacts any structures, or travels outside a reasonable area required to accommodate the swelling of blasted rock and overburden. Any rock that travels more than 5 feet from the limits of blasts covered with mats is also considered flyrock.

**(D) Blasting Support Personnel**

Retain an independent specialist to serve as the Pre-construction Condition Survey Specialist to provide pre-construction condition surveys at all defined properties in the Project Requirements.

Retain an independent specialist to serve as Vibration Monitoring Consultant and perform vibration and air-overpressure monitoring for all heavy construction work and blasting.

Retain an independent Blasting Consultant to assist in the preparation of General Blast Plans, review and modify blast plans as needed, and for participation in site meetings and public meetings. For planning and bidding purposes, the Contractor shall assume that the Blasting Consultant will make a minimum of six two-day visits to the site. The Contractor's Blasting Consultant shall also be available to attend a kick-off meeting and other meetings as requested by the Engineer.

The Contractor shall also retain a Blasting Specialist assigned full-time to this project to assist blasters with all required blast planning, logging, and reporting documentation. The Blasting Specialist shall be located at the Contractor's on-site project office.

**(E) Test Blasts**

Two test blasts with rock volume not exceeding 100 cubic yards are required before individual blast plans can be submitted for larger-scale production blasting.

**Definitions**

*Air-Overpressure or Air Blast (Noise)* – The pulsating pressure changes above and below ambient air pressure generated by an explosion. Air-overpressure “linear scale” measurements include low frequency noise with a 2 hertz (Hz) response and are expressed in units of decibels-L (dBL).

*Blast Pattern* – A plan of blast hole locations or an expression of the burden and spacing distance and their relationship to each other.

*Burden* – The amount of rock broken by an explosive charge measured as the distance between the blast hole and the nearest free face.

*Charge per Delay (W)* – The sum of all charge weights firing within any 8 milliseconds (ms) time period. For example, if two 10 lb (4.5 kg) charges fire at 100 ms and one 15 lb (6.8 kg) charge fires at 105 ms, the charge per delay would be 35 lbs (15.8 kg).

*Cushion or Trim Blasting* – A controlled blasting technique in which a line of blast holes along a rock face is detonated during the last delay period of the blast. The main burden is moved from the face by production blast holes leaving only a small burden to be removed by the line of blast holes at the face. Charges in these holes are lighter than charges in the production blast holes.

*Deck Loading (Decking)* – A method of loading blast holes in which two or more explosive charges, called decks or deck charges, are loaded in the same hole separated by stemming or an air cushion.



*Delay Blasting* – The practice of initiating individual explosive decks, blast holes or rows of holes at predetermined time intervals using delays or delay detonators as compared to firing all blast holes simultaneously.

*Flyrock* – Rocks propelled through the air by the force of an explosion. For the purposes of this work, flyrock is defined as the movement of blasted rock or debris that lands on private property, impacts any structures, or travels outside a reasonable area required to accommodate the swelling of blasted rock and overburden. Any rock that travels more than 5 feet from the limits of blasts covered with mats is also considered flyrock.

*Free Face* – A rock surface exposed to air or water that provides room for expansion upon fragmentation.

*Magazine* – Any building, structure or container, approved for storage of explosive materials other than an explosive manufacturing building.

*Misfire* – An event where all or some charges in a blast fail (do not detonate) when initiated or a term for any portion of explosive materials that fail to detonate as planned.

*Peak Particle Velocity (PPV)* – The maximum ground vibration velocity measured in the vertical, longitudinal or transverse direction. PPV measurement units are expressed in inches or millimeters per second (in/sec or mm/sec).

*Presplitting* – A controlled blasting technique that results in continuous or semi-continuous fracture between blast holes.

*Scaled Distance (Ds)* – A calculated value in units of  $\text{ft}/\text{lb}^{0.5}$  ( $\text{m}/\text{kg}^{0.5}$ ) describing relative vibration energy based on distance to a structure (D) and charge per delay (W). Ds is equal to D divided by the square root of W,  $D_s = D / W^{0.5}$  or  $W = (D / D_s)^2$ .

*Spacing* – The distance between blast holes in a row. In production blasting, the distance is measured parallel to the free face and perpendicular to the burden.

*Stemming* – Crushed stone placed in the unloaded collar area of blast holes for the purpose of confining explosive charges and limiting rock movement and air-overpressure.

*Subdrilling* – The portion of a blast hole that is drilled below or beyond the desired excavation depth or limit. Subdrilling is generally required to prevent the occurrence of high or tight areas of unfractured rock between blast holes.

## **Regulations**

Comply with all the latest applicable Federal, State and local codes, laws, rules and regulations as well as professional society standards for the storage, transportation and use of explosives. These include but are not limited to the following:

- The Occupational Safety and Health (OSH) Act of 1970 and the Construction Safety Act (CSA) of 1969, as amended
- Safe Explosives Act, Title XI, Subtitle C of Public Law 107-296; Interim Final Rule
- Title 29, U. S. Code, Section 651 et seq., including safety and health regulations for construction

- Title 27, Code of Federal Regulations (27 CFR), Part 555, U. S. Department of Justice, Bureau of Alcohol, Tobacco, Firearms and Explosives (ATF)
- Organized Crime Control Act of 1970, Title XI, Public Law 91-452, as amended
- Title 49, Code of Federal Regulations (49 CFR), Parts 105-177 (DOT RSPA) & Parts 301-399 (DOT FHA)
- Title 29, Code of Federal Regulations (29 CFR), Parts 1910 & 1926, N. C. Department of Labor, Division of Occupational Safety and Health
- The Mining Act of 1971, North Carolina General Statute, Chapter 74, Article 7, as amended
- Fire Code of North Carolina, Section 105.6.15 Explosives
- Administrative Rules, 13 NCAC 06.0521 – 13 NCAC 06.0526, N. C. Department of Labor
- “A Guide to the Safe Storage of Explosive Materials” and “North Carolina Occupational Safety and Health Standards in Construction for Blasting & Use of Explosives”, N. C. Department of Labor

Keep a copy of all regulations listed above at the project site.

Non-regulatory Industry Support Organizations:

- Blast Monitoring Equipment Operation Standards (1999), Vibration Subcommittee of the International Society of Explosive Engineers (ISEE)
- Institute of Makers of Explosives (IME) Safety Library Publications (SLPs)

In case of conflict, the more stringent regulation applies.

### **Submittals**

In lieu of a blasting plan in accordance with Article 107-11 of the *Standard Specifications*, the following submittals are required for rock blasting.

- Blasting Contractor Personnel and Experience including Blasting Consultant and Blasting Specialist
- General Blast Plan including Vibration Monitoring Consultant
- Pre-construction Condition Surveys
- Drill Logs, Individual Blast Plans and Post-blast Reports as defined in the Blasting Documentation System required for all blasting.
- Blast Damage Report, when necessary

For the Individual Blast Plans, drill logs and post-blast reports, submit two hard copies of each to the Resident Engineer. After completing all blasting for a cut, structure or an excavation, submit electronic copies in PDF format.

Allow 30 calendar days upon receipt by the Department for the review and acceptance of the Blasting Contractor and Support Personnel and Experience and General Blast Plan. Provide these submittals in both electronic and hard copy form in accordance with the following:

Submit one hard copy to the Resident Engineer. At the same time, submit a second hard copy and an electronic copy (PDF on CD or DVD) directly to the Geotechnical Engineering Unit at the following addresses:

Western Regional Geotechnical Manager  
North Carolina Department of  
Transportation  
Geotechnical Engineering Unit  
Western Regional Office  
5253 Z Max Boulevard  
Harrisburg, NC 28075

The Engineer may suspend blasting operations in accordance with Article 108-7 of the *Standard Specifications* if submittals are illegible, incomplete or not provided.

**(A) Blasting Contractor and Support Personnel Experience**

The Engineer may waive this submittal if a Blasting Consultant is not required and the Blasting Contractor and Blaster-in-Charge for this project were previously accepted within the last year for another NCDOT project with subsurface conditions and blasting of a scope and complexity similar to that anticipated for this project.

Obtain acceptance of the Blasting Contractor personnel and experience before submitting a General Blast Plan.

**(1) Blasting Contractor**

Use a Blasting Contractor prequalified by the NCDOT Contractual Services Unit for rock blasting work (work code 070). Submit documentation that the Blasting Contractor has successfully completed at least 5 blasting projects within the last 3 years with subsurface conditions and blasting of a scope and complexity similar to that anticipated for this project. Documentation should include the General Contractor and Owner's name, descriptions of each past project, and current contact information of a representative of the project owner or construction manager. Contact information shall include at least one valid phone number.

**(2) Blaster-in-Charge**

The Blaster-in-Charge has total authority over the handling, use and security of explosives and is responsible for coordinating, planning and supervising explosives use. The Blaster-in-Charge is also responsible for inspecting blast areas and completing check-list activities identified in the blast planning form included in the Blasting Documentation System. Either the Blaster-in-Charge or an alternate

Blaster-in-Charge is required to be on-site during blasting. All acting Blasters-in-Charge must be preapproved by NCDOT.

Provide verification of employment with the Blasting Contractor for the Blaster-in-Charge and any alternate Blasters-in-Charge assigned to this project. Submit documentation that each Blaster-in-Charge has a minimum of 5 years experience in blasting with past projects of scope and complexity similar to that anticipated for this project. Documentation should include resumes, references, certifications, project lists, experience descriptions and details, etc. References shall include valid phone numbers for representative of the project owner or construction manager from at least three past projects involving similar close-in blasting. The submittal shall also include a signed statement from the proposed blaster certifying that during the prior five years they: 1) not been involved in flyrock incidents, 2) have not had a blasting license restricted or revoked in any State, and 3) they have not been fined or sanctioned in any way by a regulating authority. If there is a change in the Blaster-in-Charge, discontinue explosives use until qualifications of a new Blaster-in-Charge are submitted and accepted.

**(3) Blasting Consultant**

When a Blasting Consultant is required in the “Project Requirements” section of this provision, submit an independent consultant. Employees of the Contractor, any affiliated companies or product suppliers are not allowed to be independent consultants. Use a Blasting Consultant prequalified by the NCDOT Contractual Services Unit for the rock blasting evaluation & design discipline.

**(4) Blasting Specialist**

The Contractor shall retain a Blasting Specialist with at least 5 years of direct blasting experience who can assist the blasters with all blasting documentation and submittals including drill logs, blast plans, blast reports, and vibration monitoring records. The blasting specialist must have proven computer skill to use Microsoft WORD®, EXCEL®, vibration reporting software, and other software as needed to prepare all documents and to submit them in PDF format for review by others as required.

**(5) Pre-construction Condition Survey Specialist**

The Contractor shall retain a third-party specialist with at least 5 years of experience in surveying structures at a minimum of five projects with similar complexity to the proposed work.

**(B) Blast Plans**

Blast plans are required to be signed by the Blaster-in-Charge (and Blasting Consultant, if applicable). Review and acceptance of blast plans does not relieve the Contractor of

responsibility for the blast results or liability in accordance with Articles 107-11 and 107-12 of the *Standard Specifications*.

**(1) General Blast Plan**

Submit a General Blast Plan before beginning drilling, when revised drilling or blasting methods are proposed or as directed by the Engineer. At a minimum, include the following in the plan:

- Work procedures and safety precautions for the storage, transportation, handling and detonation of explosives
- Explosive products and devices for dry and wet blast holes including explosives, primers and detonators with material safety data sheets
- Drilling equipment and methods for maintaining blast hole alignment
- Typical plan, profile and sectional views for both production and controlled blasting showing hole diameter, depth, inclination and spacing, maximum blast limits, burden, subdrill depth and method of determining maximum charge per delay
- Initiation and delay methods and delay times
- Sample blast monitoring report format and equipment including calibration information
- Blast Monitoring Consultant, if applicable
- Test blast locations when required

Do not deliver explosives to the project site until the General Blast Plan is reviewed and accepted.

**(2) Individual Blast Plan**

After the General Blast Plan is accepted, submit individual blast plans at least 24 hours in advance of each blast. In addition to information shown on the Blast Planning Forms, the following is required for each individual blast plan:

- Check list activities shall be dated and initialed by the blaster-in-charge and an accepted Contractor management person to assure they have been done.
- A plan sketch of the blast area showing hole locations, free faces and any observed joints, bedding planes, weathered zones, voids or other significant rock structure that may influence the blast. Also include hole-numbers corresponding to numbers used in drill logs and note burden and spacing dimensions.
- Typical diagrams showing charge configurations including the location and amount of each type of explosives, primers, detonators, top-stemming, column heights, inert stemming decks and subdrill.
- Calculations showing maximum charge per delay determinations based on scaled distance calculations to various structures
- A delay and initiation diagram showing surface delay connections, in-hole delay times, and actual firing times of all charges.

- Predicted maximum vibration level at the most restrictive point of concern
- Description of methods that will be used to cover blasts
- Description of plans to notify residents of buildings located within 200 feet of blasts.
- Description of methods and trained personnel that will be deployed to block roadways during blasting

Drill Logs and Post Blast Reports shall be submitted within 24 hours after the time of blasting. Drill logs shall include all information shown on the forms and hole numbers shall consistent with numbers used in blast plan diagrams. Post Blast Reports shall contain all blast design information required in the blast plans and shall show as-built changes and a summary of vibration monitoring results.

**(C) Blasting Documentation System for Individual Blasts**

Blast planning forms, drill log forms, and post blast report forms included in the Blasting Documentation System, shall be used to document individual blasts. The Contractor may customize these forms to add more information for their own purposes. If the Contractor chooses to use their own forms, all of the information contained on forms in the Blasting Documentation System shall be included on the Contractor's forms. The Blasting Documentation System is available at the following web address:

**[www.ncdot.org/doh/preconstruct/ps/contracts/letting.html](http://www.ncdot.org/doh/preconstruct/ps/contracts/letting.html)**

**(D) Pre-construction Condition Surveys**

Conduct pre-construction condition surveys in accordance with the "Project Requirements" section of this provision and the accepted General Blast Plan. Text of reports shall be typed (or printed) and two copies shall be submitted.

At a minimum, reports shall include the following:

- Summary naming the person who performed the survey and comments about each structure and existing condition
- Sketches of interior and exterior walls and foundations with existing cracks and a written description of the cracks including the length, width, type and angle
- Reports shall include hard copy color photographs from 35-mm Kodak or Fuji Film, sized at least 4 x 6 inches, printed on Kodak or Fuji Film Paper in glossy format; or printed two-to-a-page on glossy photo-quality paper by a digital printer. Photos must be taken of all cracks and other damaged, weathered or otherwise deteriorated structural conditions. If necessary, macro lenses and flash illumination shall be used to ensure defects are shown clearly in the photographs. Photos shall contain an accurate date stamp.
- A walk-through video-tape with audio commentary shall be done for each surveyed structure or improvement within the specified survey boundaries. Audio comments shall include name(s) of survey staff, property type, name of owner, date and time of survey, and comments about the condition of the observed structure. Video-audio tapes shall be made with digital quality camcorders and

two copies shall be submitted in DVD format Disks attached to two submitted copies of written reports.

### **Blast Monitoring**

At a minimum, monitor vibration and air-overpressure (noise) at a minimum of three locations. One instrument shall be located at the nearest occupied building. Two other instruments shall be located at other structures or utilities of concern. All instruments and their use shall fully conform to standards published by the Vibration Section of the International Society of Explosive Engineers (ISEE). All monitoring equipment shall be calibrated within one year of the date the data is collected. Interpret the recorded data and submit a blast monitoring report signed by the Blaster-in-Charge (or Blast Monitoring Consultant, if applicable) with the post-blast report within 3 days after each blast or before the next blast, whichever is sooner.

### **Damage Notification**

If damage occurs from blasting or if damage is alleged, notify the Engineer immediately. Submit a blast damage report signed by the Blaster-in-Charge (and Blast Monitoring Consultant, if applicable) with the post-blast report that includes the following:

- Property owner's (and injured person's, if any) names, addresses and telephone numbers
- Details and description of damage or alleged damage (and injury, if any) with photos or video
- Any associated tort claims, complaint letters and other applicable information

### **Blast Design Requirements**

#### **(A) Vibration and Air-overpressure Control**

Design blasts for the vibration and air-overpressure (noise) warning levels and not-to-exceed limits in the "Project Requirements" section of this provision. If warning levels are exceeded, the Engineer may require additional monitoring and the Contractor should be aware that future blasts could exceed the not-to-exceed limits. If not-to-exceed limits are exceeded, the Engineer may suspend blasting operations in accordance with Article 108-7 of the *Standard Specifications* and require test blasts and a revised General Blast Plan.

Design and perform rock blasting to assure no excessive movement of rock or adjacent material occurs. If excessive movement of blasted rock or adjacent material occurs, the Engineer will suspend blasting operations in accordance with Article 108-7 of the *Standard Specifications* and require test blasts and a revised General Blast Plan.

#### **(1) Peak Particle Velocity and Scaled Distance**

Use the following formulas to predict peak particle velocity (PPV) and scaled distance (Ds).

$$PPV = K(Ds)^m \quad \text{and} \quad Ds = D / (W_{max})^{0.5}$$

where: PPV = Peak Particle Velocity (in/sec)  
 K and m = Site specific constants defining initial energy and decay  
 Ds = Scaled Distance (ft/lb<sup>0.5</sup>)  
 D = Distance to subject structure (ft)  
 W<sub>max</sub> = Maximum charge per delay (lbs)

For the Highway 321 Widening Project in Blowing Rock, NC, a K-value of 70 and an m-value of -1.2 shall be used until regression curves, based on at least 30 data points covering scaled distances from 20 to over 100, are developed from actual site data. The K-value based on site data must be based on the 95% upper limit curve.

### (B) Test and Production Blasts

Design production blasts in accordance with the following unless otherwise approved:

- Diameter of production blast holes may not exceed 3" (76 mm).
- Only fixed-cartridge explosives shall be used for this work and the diameter of explosives shall not exceed 2.0 inches (51 mm). No ANFO or flowable (pumped) bulk explosives shall be used.
- No dynamite or nitroglycerin-based explosives should be used.
- Subdrilling of blastholes beyond the desired lines of cut slopes shall not exceed 6 inches (15 cm).
- Only shock-tube or electronic initiation systems shall be used for this work. The use of electric detonators and cap-and-fuse is prohibited. Use delay blasting to detonate production blast holes towards a free face.
- Maximum burden of rock between all portions of charges and nearest rock surface shall be at least 25-charge-diameters. For example, for 2-inch-diameter charges, minimum confining burden is 50 inches (25 x 2) or 4.2 feet.
- All charges shall be stemmed with at least 25 charge-diameters of clean washed crushed stone sized from 3/8 to 1/2 inch.
- All blasts located within 500 feet of structures or power lines should be covered with blasting mats or 3 feet of dirt.
- Blast benches should be wetted with sprayed water to suppress dust on days when maximum forecasted wind speed is greater than 20 mph.
- The minimum scaled distance used to limit charge-per-delay shall be 80 for occupied residential and commercial structures; and 140 for historic structures.

### (C) Controlled Blasts

Controlled blasts are required for final cut slopes steeper than 2:1 (H:V) when the height of the rock face exceeds 15 ft (4.6 m).

#### (1) Presplitting



Presplitting is required for final cut slopes  $\frac{3}{4}$ :1 (H:V) or steeper. Design presplitting such that irregularities in the presplit rock face between holes does not exceed 1 ft (0.3 m) and in accordance with the following unless otherwise approved:

- Use presplit blast holes with a diameter of 2 to 3 inches (50 to 75 mm)
- Space presplit blast holes 10 times the hole diameter
- Minimize subdrilling between lifts to only the width of the horizontal offset between lifts
- Do not subdrill below final grade
- Extend presplit blast holes a minimum of 30 ft (9.1 m) beyond the limits of the production blasting or to the end of the cut section
- Bench height or lift thickness may not exceed 25 ft (7.6 m)
- Do not use ANFO or any other bulk loaded products
- Use cartridge explosives or other types of explosives specifically designed for presplitting
- The maximum charge diameter may not exceed one half the diameter of the presplit blast holes except for the charge in the bottom 2 ft (0.6 m) of the holes
- Presplitting may be performed with production blasting provided all presplit blast holes are fired at least 25 ms before the production blast holes

## (2) Cushion Blasts

Cushion blasts refer to either trim or cushion blasting. Design cushion blasts in accordance with the following unless otherwise approved:

- Diameter of cushion blast holes may not exceed 6" (150 mm)
- Minimize subdrilling to only that required for excavation of the final cut slopes
- Do not subdrill below final grade
- Bench height or lift thickness may not exceed 25 ft (7.6 m)
- Use a maximum of half the charge density and burden of the production blast holes for the cushion blast holes
- Do not use bulk ANFO or any other bulk loaded products
- Fire cushion blast holes after production blast holes with a minimum 25 ms delay

## (D) Trench Blasts

Design trench blasts in accordance with the following unless otherwise approved:

- Diameter of trench blast holes may not exceed 3" (75 mm)
- Do not use bulk ANFO or any other bulk loaded products
- Use cartridge explosives or other types of explosives specifically designed for trench blasting
- Use a charge diameter  $\frac{1}{2}$  to  $\frac{3}{4}$  inch (13 to 19 mm) less than the diameter of the trench blast holes

## Test Blasts

A test blast is defined as drilling, blasting and excavation of a test section before beginning or restarting full scale blasting. When test blasts are required in the “Project Requirements” section of this provision or as directed by the Engineer, perform the required number of test blasts for both production and controlled blasting (presplitting, cushion or trim blasting) or trench blasting before beginning full scale blasting. Submit proposed test blast locations with the General Blast Plan. Also, if the Engineer suspends blasting operations after full scale blasting has begun, one or more test blasts may be required before resuming blasting. When this occurs, inform the Engineer of the test blast locations before submitting any Individual Blast Plans.

Perform test blasts in accordance with the submittal, blast design and construction requirements except submit an Individual Blast Plan for test blasts 72 hours before beginning drilling. Full scale blasting may not begin or resume until the test blasts are acceptable to the Engineer. The Engineer will not consider whether a test blast is acceptable until the rock face is exposed and the post-blast report is submitted. Examples of results that may be unacceptable include excessive vibration, air-overpressure or flyrock, overbreakage, damage to the final cut slope face and overhangs.

### **Blasting Methods and Activities**

Before beginning drilling, conduct a pre-blast kick-off meeting to discuss the blasting and monitoring. Schedule this meeting after the General Blast Plan has been submitted and accepted. The Resident Engineer, Roadway Construction Engineer, Geotechnical Operations Engineer, Contractor and Blaster-in-Charge, Blasting Consultant, and Blast Monitoring Consultant will attend this pre-blast meeting.

Drill and blast in accordance with Individual Blast Plans, the general blast plan, and this provision as directed by the Engineer. Use explosives in accordance with all applicable government regulations, professional society standards and manufacturer guidelines and recommendations.

Remove all overburden material along the top of the excavation for a minimum of 30 ft (9.1 m) beyond the blast holes or the end of the cut unless otherwise approved. Inspect all rock surfaces to identify free faces and weaknesses for the purpose of appropriately locating blast holes so charges are adequately confined.

Drill blast holes within 3” (75 mm) of planned location and control drilling to maintain the final cut slope angles and to assure sub-drilling does not exceed specified amounts in shallow rock slopes. Accurately determine the angle at which the drill steel enters the rock. Alignment is crucial for presplit holes (if used). Drilling will not be permitted if the alignment of presplit holes can not be verified during drilling to the satisfaction of the Engineer. Deviations in presplit holes from the required alignment by more than 6” (150 mm) either parallel or normal to the cut slope are not allowed.

Cover or plug all blast holes after drilling to prevent unwanted backfill and identify and mark each hole with hole number and depth. Blast holes are required to be free of obstructions the entire depth. Load holes without dislodging material or caving in the blasthole wall. Use standard size nos. 67 and 78M in accordance with Section 1005 of the *Standard Specifications* for stemming. Stem blast holes with diameters of 5” (250 mm) or greater with no. 67 coarse aggregate and blast

holes with diameters less than 5" (250 mm) with no. 78M coarse aggregate. Do not stem blast holes with drill cuttings.

Notify all occupants of residences, businesses and structures in the surrounding area and the Engineer at least 24 hours before blasting. Check for misfires immediately after each blast before signaling all clear. Remove any loose, hanging or potentially dangerous conditions by hand or machine scaling methods. Resume drilling only after scaling is complete.

When the height of a cut requires multiple lifts or benches, offset the controlled blast holes for each subsequent lift the minimum distance necessary to allow for drill equipment clearances. Adjust the alignment of controlled blast holes to account for this offset as well as any drift that occurred in the preceding lift.

The Engineer may suspend blasting operations in accordance with Article 108-7 of the *Standard Specifications* when vibration, air-overpressure or flyrock limits are exceeded, unsatisfactory rock cut slopes are produced or other reasons.

Remove all loose material from final rock faces by scaling. The Contractor is responsible for the final rock face. If blasting damages the final rock face, stabilize the slope at no additional cost to the Department with a method proposed by the Contractor and accepted by the Department.

### **Secondary Blasting**

Secondary blasting is used to reduce the size of naturally occurring boulders or those resulting from initial blasting. Secondary blasting methods include block holing or boulder busting. Block holing or boulder busting is the breaking of boulders by loading and firing small explosive charges in small diameter blast holes. Submit a combined general and site specific blast plan for secondary blasting.

Mud capping, which is defined as placing an unconfined explosive charge in contact with a rock surface without the use of a blast hole and covering it with mud, is not allowed.

All blast covering requirements and monitoring requirements specified for test and production blasts shall be applied for secondary blasting.

### **Blasting Adjacent to Highway Structures**

Do not blast adjacent to highway structures until the concrete strength reaches 2400 psi (16.5 MPa). When blasting adjacent to highway structures, limit PPV to 4 in/sec (100 mm/sec) measured at a location on the structure nearest the blast. Perform blasting adjacent to highway structures in accordance with the submittal, blast design and construction requirements in this provision.

When blasting for foundation excavation, submit a combined general and site specific blast plan.

### **Measurement and Payment**

*Pre-splitting of Rock* will be measured and paid for in square yards (meters). Presplitting will be measured along the presplit rock face from the toe of the slope to the crest of the presplit line. No payment will be made for unsatisfactory presplitting as determined by the Engineer.

No direct payment for rock blasting or scaling will be made. The contract unit price for *Unclassified Excavation* in accordance with Article 225-7 of the *Standard Specifications* or the lump sum price for *Grading* in accordance with Article 226-3 of the *Standard Specifications* will be full compensation for all necessary rock blasting and scaling in accordance with the contract.

No direct payment for rock blasting will be made for any pipe, utility or foundation excavation. Rock blasting for these items will be considered incidental to the compensation for the required excavation at the various locations. Where no direct payment for excavation is made, the cost for all rock blasting will be considered incidental to the required work and no separate payment for blasting will be made.

No additional payment will be made or extension of contract time allowed when the Engineer suspends blasting operations and requires test blasts, additional monitoring or submittals in accordance with this provision.

Payment will be made under:

**Pay Item**

Pre-splitting of Rock

**Pay Unit**

Square Yard (Meter)



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*Michael H. Stephens*  
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12/18/2023

**ARCHITECTURAL CONCRETE SURFACE TREATMENT****(SPECIAL)****1.0 GENERAL**

The work covered by this special provision consists of constructing textured surfaces on formed reinforced concrete surfaces as indicated on the Plans and in this Special Provision. The wall faces will be textured and the copings will be smooth, natural concrete, or as directed by the Engineer. The Contractor shall furnish all materials, labor, equipment, and incidentals necessary for the construction of architectural concrete surface treatment using simulated stone masonry form liners (molds) and a compatible concrete coloring system.

The architectural concrete surface treatment should match the appearance (stone size and shape, stone color, and stone texture, pattern, and relief) of natural stone and rock, in the project vicinity, or as directed by the Engineer. Grout pattern joints (mortar joints) and bed thickness should re-create the appearance and color of natural stone on the cast-in-place and/or precast concrete panels for the Rock Nail Retaining Wall as indicated in the Plans, this Special Provision, or as directed by the Engineer.

**2.0 SUBMITTALS**

**Shop Drawings** - The Contractor shall submit for review and acceptance, plan and elevation views and details showing overall simulated stone pattern, joint locations, form tie locations, and end, edge or other special conditions. The drawings should include typical cross sections of applicable surfaces, joints, corners, stone relief, stone size, pitch/working line, mortar joint and bed depths. If necessary, the Contractor shall revise the shop drawings until the proposed form liner patterns and arrangement have been accepted by the Engineer. Shop drawings should be of sufficient scale to show the detail of all stone and joints patterns. The size of the sheets used for the shop drawings shall be 22" x 34".

The form liner shall be patterned such that long continuous horizontal or vertical lines do not occur on the finished exposed surface. The line pattern shall be random in nature and shall conceal construction joint lines. Special attention should be given to details for wrapping form liners around corners.

Shop drawings shall be reviewed and accepted prior to fabrication of form liners.

**Sample Panels** – After the shop drawings have been reviewed and accepted by the Engineer, the Contractor shall construct 24" x 24" transportable sample panel(s) at the project site. The materials used in construction of the sample panel(s) shall comply with section 420 of the Standard Specifications. The sample panel(s) shall be constructed using approved form liners. Sample panels will be required for each different form liner pattern that is to be used on the project. Any sample panel that is not accepted by the Engineer is to be removed from the project site and a new sample panel produced at no additional expense to the Department.

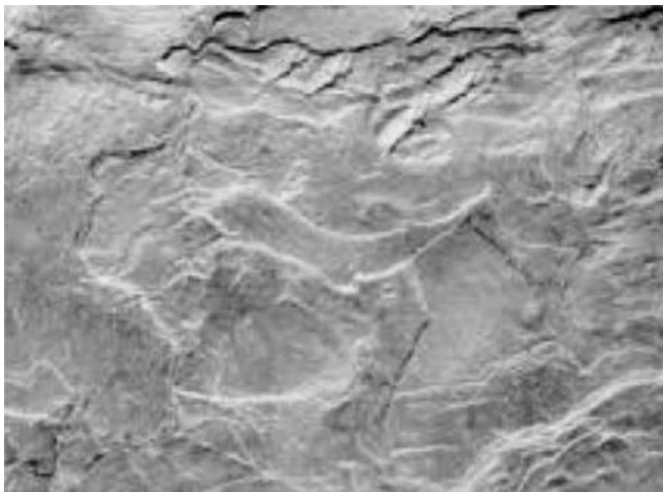
Architectural surface treatments and patterns of the finished work shall achieve the same final effect as demonstrated on the accepted sample panel(s). Upon acceptance by the Engineer and Regulating Agency, the sample panel(s) shall be used as the quality standard for the project. After the acceptance of the completed structure, the Contractor shall dispose of the sample panels as directed by the Engineer.

### 3.0 MATERIAL REQUIREMENTS

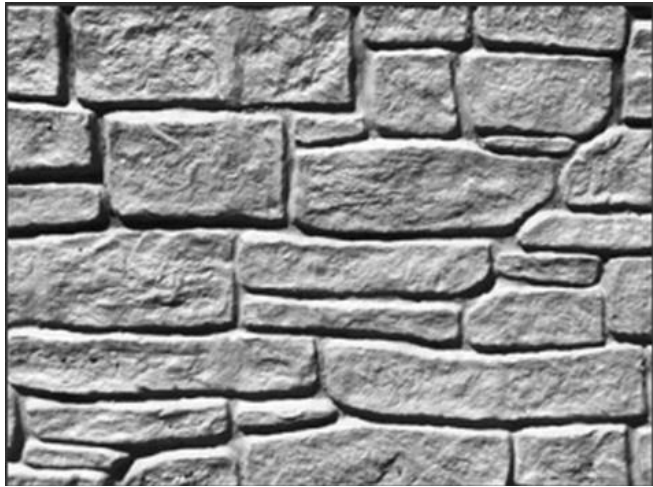
**Form Liner** – The form liner shall be a high quality, re-useable product manufactured of high strength urethane rubber or other approved material which attaches easily to the form work system, and shall not compress more than ¼” when concrete is poured at a rate of 10 vertical feet (3 vertical meters) per hour. The form liners shall be removable without causing deterioration of the surface or underlying concrete.

The Contractor is required to use the same source of form liner for all required elements. The architectural concrete surface treatment should match the appearance (stone size and shape, stone texture, pattern and relief) of natural or cut and mortared natural stone to resemble patterns like one of the following examples provided by Fitzgerald Formliners. These examples are provided for estimating purposes. The final pattern and finish will be determined after letting.

Split Slate #16989



9110-M Large Stone Ohio Drystack



904-M 1 1/2" Large Stone Ohio Drystack



sn

All texture is to be in addition to the nominal thickness of each element within tolerances. Maximum relief of the textured surface shall be 1 1/2 inch or less.

The form liners are to be patterned as referenced above and as directed by the Engineer.

The Contractor may choose one of the following manufactures to supply the stone-textured surface treatment as specified above. One form liner pattern will be used on this project.

- Sika Corporation <http://www.sika.com>
- Architectural Polymers <http://www.apformliner.com/>
- Custom Rock <http://www.customrock.com/>
- Fitzgerald <http://www.formliners.com/>
- Scott System <http://www.scottsystem.com/>
- Spec Formliners <http://www.specformliners.com/>
- U.S. Formliner <http://www.usformliner.com/>
- American Formliners <http://www.americanformliners.com/>

**Form Release Agent** – Form release agent shall be a nonstaining petroleum distillate free from water, asphaltic, and other insoluble residue, or an equivalent product. Form release agents shall be compatible with the color system applied and any special surface finish.

**Form Ties** - Form ties shall be set back a minimum of 2” from the finished concrete surface. The ties shall be designed so that all material in the device to a depth of at least 2” back of the concrete face (bottom of simulated mortar groove) can be disengaged and removed without spalling or damaging the concrete. The Contractor shall submit the type of form ties to the Engineer for approval.

**Concrete Color** – The final coloration of the wall is to consist of a two tone mix and shall be placed in such a way as to appear as natural stone. Stain the sample panel using the proposed colors and once approved by the Engineer they can be used on the wall.

Color stains shall be a special penetrating stain mix as provided by the manufacturer and shall be in multiple colors of gray, brown, white, and black to achieve a full, natural color variation in the finished surface. The stain shall create a surface finish that is breathable (allowing water vapor transmission), and that resists deterioration from water, acid, alkali, fungi, sunlight, or weathering. Stain mix shall meet the requirements for mildew resistance of Federal Test Method Standard 144, Method 6271, and requirements for weathering resistance of 1,000 hours accelerated exposure measures by Weatherometer in accordance with ASTM G 26. Color samples must be submitted for approval. Concrete stains shall be supplied by one of the following or as approved by the Engineer.

Sherwin Williams  
H & C Shield Plus  
101 Prospect Ave., NW  
Cleveland, OH 44115

Canyon Tone Stain  
United Coatings  
E 1901 Cataldo  
Green Acres, Washington 90016



Cementrate Acrylic Stain  
Fosroc, Inc.  
55 Skyline Drive  
Plainview, New York 11803

Hydroshield Stain  
Robson-Downes Associates, Inc.  
Oxford, Maryland 21654

**Anti-Graffiti Coating Application** – The coating shall be applied after full cure of the color coating. Apply the anti-graffiti coating by brush, roller or airless spray when ambient temperature is between 45 and 90 degrees F, and the surface temperature is between 50 and 100 degrees F. Ensure the surface is clean and dry before applying the anti-graffiti coating. The minimum dry film thickness of the anti-graffiti coating shall be 2.0 mils.

**Quality Standards** - Manufacturer of simulated stone masonry form liners and custom coloring system shall have at least five years experience making stone masonry molds and color stains to create formed concrete surfaces to match natural stone shapes, surface textures and colors. The Contractor shall schedule

A pre-installation conference with manufacturer representative and the Engineer to assure understanding of simulated stone masonry form liner use, color application, requirements for construction of sample panel(s), and to coordinate the work. The Contractor shall be required to disclose their source of simulated stone masonry manufacturer and final coloration contractor at the Preconstruction Conference.

#### **4.0 CONSTRUCTION**

##### **Simulated Stone Form Liner System and Surface Finish**

The Contractor shall demonstrate his workmanship by first constructing a sample panel of the simulated stone masonry form liner pattern and coloration. The sample panel shall be constructed on site a minimum of six weeks prior to the construction of the walls. The sample panel shall measure 3' height by 5' length by 8" thick and shall be unreinforced, vertically cast, and of concrete construction to determine the surface texture resulting from the use of form liners. Sample panels shall be cast, finished, and stained until approved by the Engineer. The approved sample panel shall remain on site as the basis for comparison for work constructed on the project. The architectural surface treatment and pattern of the finished work shall achieve the same final effect as demonstrated on the approved sample panel. Upon completion of all work, the panel shall be removed from the site.

The simulated stone form liners are to be capable of withstanding anticipated concrete pour pressures without leakage or without causing physical or visual defects. The simulated stone form liners are to be removable without causing concrete surface deterioration or weakness in the substrate. Form release agents, form stripping methods, patching materials, as well as related construction are to be in accordance with the manufacturer's recommendations or as directed by the Engineer.

Linear butt joints shall be carefully blended into the approved pattern and finished off the final concrete surface. No visible vertical or horizontal seams or conspicuous form marks created by butt joining will be permitted.

The Contractor shall submit the type of form ties to be used in this construction to the Engineer for approval prior to use. Form tie holes shall be finished in accordance with standard concreting practices and shall be acceptable to the Engineer. All patching material shall exactly match the color and appearance of the poured concrete surface.

Concrete surfaces shall be clean, free of laitance, dirt, dust, grease, efflorescence, paint, or other foreign material, following manufacturer's specifications for surface preparation prior to application of color stain. The surface area shall also be free of blemishes, discolorations, surface voids, and unnatural form marks. The Contractor is advised that sandblasting will not be allowed for cleaning concrete surfaces. Pressure washing for removal of laitance shall be used.

If required on the plans, the Contractor shall provide a Color Application Artist who is trained in the special techniques to achieve realistic surface appearances, if requested by the Engineer. To avoid contaminating or damaging the wall surfaces, color stain application shall be scheduled when all concrete work is completed, the concrete has cured a minimum of 28 days, the surface has been determined to be acceptable for coloring, and after adjacent earthwork is complete. The Contractor is to coordinate coloring applications without interference from other work. The Contractor is required to apply coloring to an appropriate test area of 50 square feet and as designated by the Engineer, which will serve as a quality standard for the remaining surface to be colored. Upon approval of the test area by the Engineer, the remaining surfaces may be colored. Stains shall be applied when ambient air temperatures are in accordance with manufacturer's specifications or as directed by the Engineer. The number of coats of stain applied shall be in accordance with manufacturer's specifications or as directed by the Engineer. Treated surfaces located adjacent to exposed soil or pavement shall be temporarily covered to prevent dirt or soil splatter from rain.

Following the completion of all work, repairs of any damage made by other construction operations shall be made to the form lined and colored surfaces as directed by the Engineer.

**Experience and Qualifications** - The Contractor shall have a minimum of three consecutive years of experience in architectural concrete surface treatment construction on similar types of projects. The Contractor shall furnish to the Engineer 5 references who

were responsible for supervision of similar projects and will testify to the successful completion of these projects. Include name, address, telephone number, and specific type of application.

**5.0 MEASUREMENT AND PAYMENT**

Architectural Concrete Surface Treatment will be measured and paid in square feet with the pay height equal to the difference between top of wall and bottom of wall elevations.

The payment quantity will be equal to the final installed surface treatment quantity. Payment will include the construction, forming, staining, and anti-graffiti coating of the shotcrete surface treatment, removal of all sample panels, and all equipment, materials, labor, and incidentals necessary to complete the work in conformance with the Contract Documents.

Payment will be made under:

Architectural Concrete Surface Treatment .....Square Feet



DocuSigned by: *Michael H. Stephens* 12/18/2023  
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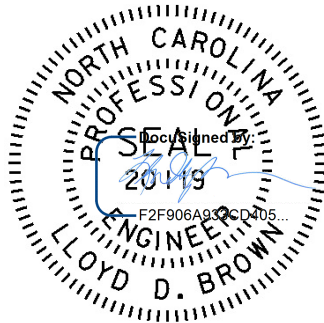
# TC-1

14SP.20441.1, 14SP.20441.2

Haywood County

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

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Pedestrian Transport Service	TC-4



4/4/2024

## TC-2

14SP.20441.1, 14SP.20441.2

Haywood County

### **TEMPORARY PORTABLE TRAFFIC SIGNAL SYSTEM:**

(07-14-15)

#### **Description**

Furnish, install, place in operation, repair, maintain, relocate, and remove temporary portable traffic signal system for traffic maintenance during construction along Waterville Road (SR 1332). The temporary portable traffic signals will require a system that is coordinated to maintain safe and efficient traffic operations along Waterville Road (SR 1332) during construction operations. The Temporary Portable Traffic Signal System shall be designed such that all devices operate and communicate as a system. The system for Haywood 175 (14SP.10441.1) will contain (2) trailer mounted Portable Traffic Signals units along Waterville Road (SR 1332) and (1) trailer mounted Driveway Signals. The system for Haywood 174 (14SP.10441.2) will contain (2) trailer mounted Portable Traffic Signals units along Waterville Road (SR 1332).

#### **Materials**

Provide:

(4) Portable Traffic Signals (PTS). Each shall be self-contained trailer mounted units with two 12" signal heads per trailer. One signal head shall be mounted on an overhead mast arm capable of extending over the travel lane. The other signal head shall be mounted on a vertical upright. Units must be on the NCDOT Approved Products List.

(1) Driveway Signals (DS) portable trailer mount driveway signal system, each with 1 signal head per trailer per the specification contained herein.

#### **Communication Requirements**

All PTS within the signal set up systems shall maintain communication at all times. Acceptable communication shall be either hardwire cable or wireless radio link communication. If the hardwire cable communication is utilized the communication cable shall be deployed in a manner that will not intrude in the direct work area of the project or obstruct vehicular and pedestrian traffic. If the wireless radio link communication option is utilized clear line of sight between signals within the signal setup shall be maintained. Radio communication shall utilize the 900MHz frequency band and have frequency hopping capability. The radio link communication system shall have a minimum range of (1 mile).

#### **Fault Mode Requirements**

The PTS system shall revert to a solid red mode upon system default. The default setting shall be solid red unless otherwise specified by the project engineer. The temporary portable traffic signal system repairs shall be the responsibility of the contractor and shall be rendered in a manner that will return to system to full operation condition in the most expeditious manner. The PTS shall be equipped with a remote monitoring system. Where cell communication availability exists,

## TC-3

14SP.20441.1, 14SP.20441.2

Haywood County

the remote monitoring system shall have capabilities as described in the Remote Monitoring System section of this specification.

### Remote Monitoring System

The remote monitoring system (RMS) shall be capable of reporting signal location, battery voltage / battery history and system default. The RMS shall include a password protected web site viewable from any computer with internet capability. In the event of a system default, the RMS shall provide specific information concerning the cause of the system default (i.e....red lamp on signal number 1). The RMS shall be equipped with a mechanism capable of immediately contacting a minimum of three previously designated individuals via text messaging and/or email upon a default.

The running program operating the PTS system shall be available and viewable through the RMS website at all times. The RMS shall maintain a history of the operating system in each signal including operating hours and events and the location of the PTS trailer. The remote monitoring system is not required as part of this bid proposal.

### Implementation

Deployment and installation of the PTS System shall only be facilitated by personnel that have been factory trained and fully authorized by the manufacturers.

### Measurement and Payment

Temporary Portable Traffic Signal Systems will be measured as the (2) trailer mounted units (PTS), and/or (1) trailer mounted units (DS), furnished, installed, field verified, accepted, operated and removed.

No measurement will be made for operation, relocation, maintenance, removal, or use of flaggers during repair periods as these will be considered incidental to furnishing, installing, and operating the temporary portable traffic signal system.

No measurement will be made for signal controller, communication, vehicle detection system, and traffic signal software as these will be considered incidental to furnishing, installing, and operating the temporary portable traffic signal system.

No payment will be made until signal timing and operation has been field verified and accepted by the Engineer.

### Pay Item

Temporary Portable Traffic Signal System

### Pay Unit

Each

## TC-4

14SP.20441.1, 14SP.20441.2

Haywood County

### **PEDESTRIAN TRANSPORT SERVICE:**

(09/07/2018)

#### **Description**

The Contractor shall provide a Pedestrian Transport Service through and/or around the project when a traversable, firm, stable, and slip-resistant path for pedestrians cannot be maintained through the work area. At minimum, the Pedestrian Transport Service shall be on-call between the hours of 7:00 a.m. and 8:00 p.m. Monday thru Sunday, and operate at no-cost to the users.

#### **Construction Methods**

The Contractor shall enlist the services of a registered, licensed, and insured transportation service (which may include ride-sharing or taxi services) during the times listed above.

The Pedestrian Transport Service shall operate on an on-call basis with wait times not exceeding 15 minutes. Pedestrians shall be able to request a ride by calling or text messaging a conspicuously posted number using standard cellular phone. The posted number shall either automatically dispatch a transport vehicle to the pedestrian's location, or shall connect to a responsible individual who can manually dispatch a transport vehicle to the pedestrian's location.

Solely requiring pedestrians to use a third-party cellular phone application (smart phone app) to dispatch the transport vehicle shall be considered non-compliant with this section, but offering a smart phone app to directly dispatch the service is encouraged as a supplement to the posted number.

Pedestrians shall not be required to present any form of payment for the service, and shall not be required to provide any form of identification other than their name.

The Contractor shall install notification signage and Audible Warning Devices at pedestrian path closure points to notify pedestrians of the Pedestrian Transport Service, instruct them how to dispatch the service (by either texting or calling the posted number), and where to wait. Both the Audible Warning Devices and notification signage shall convey the same message and be approved by the Engineer.

The Pedestrian Transport Service shall operate at a prudent speed and have designated, safe, accessible, and traversable areas for pedestrians to wait for the pedestrian transport vehicle. There shall be a location for the Pedestrian Transport Service to safely pull the transport vehicle off the roadway traffic lane or into a closed traffic lane to load or unload passengers. Pedestrians with ADA needs shall not be unloaded in a location where the surface or facility is not accessible or traversable.

# TC-5

14SP.20441.1, 14SP.20441.2

Haywood County

If flaggers are present on the job, the flaggers shall direct pedestrians to use the Pedestrian Transport Service to pass through or around the work zone.

## Measurement and Payment

*Pedestrian Transport Service* will be measured and paid as the actual number of completed trips provided to pedestrians. Multiple pedestrians transported using a single trip will be paid as a single trip. No direct payment will be made for the responsible individual dispatching the vehicle the smart phone app, pedestrian loading and unloading areas, or notification signage as these items will be considered incidental to the Pedestrian Transport Service.

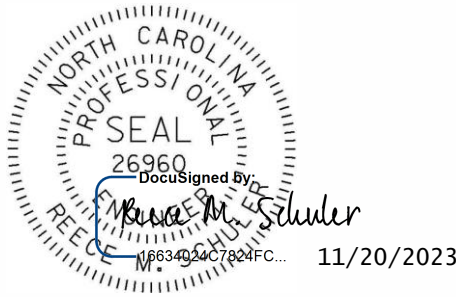
*Audible Warning Devices* will be measured and paid under the ADA Compliant Pedestrian Traffic Control Devices special provision.

Payment will be made under:

<b>Pay Item</b>	<b>Pay Unit</b>
Pedestrian Transport Service	Each



PROJECT SPECIAL PROVISIONS  
Utility Construction



**Revise the 2024 Standard Specifications as follows:**

**Page 15-1, Sub-article 1500-2 Cooperation with the Utility Owner, paragraph 2:** add the following sentences:

The utility owner is the Duke Energy Carolinas, LLC, Walters Hydro Plant Station. Duke Energy contacts are:

**Chris Mantooth** Business 828-486-6507  
 Cell 423-237-8805  
 e-mail address: [chris.mantooth@duke-energy.com](mailto:chris.mantooth@duke-energy.com)

**Allen Nicholson** Cell 864-710-9344  
 e-mail address: [furber.nicholson@duke-energy.com](mailto:furber.nicholson@duke-energy.com).

**Page 15-9, Sub-article 1515-3 Construction Methods, after the last paragraph:** add the following:

1.0 SCOPE OF WORK

The Contractor shall be responsible for furnishing all equipment, labor and materials necessary to install 6-inch and 3-inch water lines (temporary and permanent) as shown in utility construction plan set for Haywood County Bridge 430175 and include attachment of the temporary and permanent water lines to the proposed bridge. Details of the pipe hangers are shown in the details shown in S-24 and S-25 of the structure plan set of 14SP.20441.1 Bridge 175 over Big Creek. All work shall be performed in accordance with the Utility Construction Plans, these provisions, and as directed by the Engineer and subject to the approval of the owner.

2.0 GENERAL CONSTRUCTION REQUIREMENTS

Material Specifications:

When brand names of materials have been determined, the Contractor shall obtain approval, through the Engineer and the owner prior to their use and/or installation.

The Contractor shall furnish, but is not limited to furnishing, catalog cuts and/or shop drawing of the materials. Forty days shall be allowed for the Engineer's review of each submittal. Either eight hard copies of each catalog cut and/or shop drawing (signed and sealed) shall be submitted.

The work covered by this section applies to a system of components consisting of utility pipe hangers, heat trace system, pipe sleeves, concrete inserts, insulation and jacketing system, expansion joint system, hardware, hanger rods, pipe hangers, pipe roller, water line materials, sleeve seal, steel encasement pipe, and other miscellaneous appurtenances.

## 2.1 UTILITY PIPE HANGER SYSTEM

The pipe hangers shall be constructed as shown in the details shown in S-24 and S-25 of the structure plan set for 14SP.20441.1 Bridge 175 over Big Creek. Contractor is required to provide a shop drawing of the water line hanger prior to fabrication. The entire hanger assembly is to be galvanized. The U-strap, shall be coated with a minimum of 1/4-inch thickness polyvinyl chloride or neoprene.

### A. Concrete Anchor System:

At the Contractor's option, the concrete anchor system used to attach the waterline hanger assembly to the existing bridge may be either (1) Epoxy Adhesive Anchor System or (2) Thru Anchor Bolts and shall be submitted for approval as described above. The proposed concrete anchor system shall be galvanized in accordance with Section 1076 of the Standard Specifications. Each concrete anchor shall meet the following design parameters:

The concrete anchor system used shall be installed in strict compliance with the recommendations specified by the Manufacturer.

### B. Hardware:

The u-bolts, anchor bolts, nuts and washer used to secure the waterline to the hanger shall be high strength and galvanized in accordance with Article 1072-5 of the Standard Specifications.

The pipe straps used to secure the waterline to the wingwalls shall be standard commercially available hardware adequately sized for the proposed waterline. The pipe straps shall be galvanized in accordance with Section 1076 of the Standard Specifications.

The u-bolts/anchor bolts used to secure the waterline to the hangers and wingwalls shall be installed to a snug-tight fit that does not hinder pipe expansion.

### C. Elastomeric Bearing Pads:

Provide elastomeric bearing pads having a hardness of 50 durometer in accordance with the requirements of Article 1079-2 of the Standard Specifications.

### D. Structural Steel:

All structural steel tubing, base plates, knee brace plates, and spacer plate shall conform to AASHTO M270 Grade 50 and shall be galvanized in accordance with Section 1076 of the Standard Specifications.

### E. Welding:

Welds shall be made using SMAW process using E70XX Electrodes.

### F. Concrete:

The concrete used for the wingwall spacer block shall be Class "A" and shall be in accordance with Section 1000 of the Standard Specifications.

#### G. Reinforcing Steel:

The reinforcing steel used for the wingwall spacer block shall be Grade 60 and shall be in accordance with Section 1070 of the Standard Specifications. The reinforcing steel shall be adhesively anchored into the wingwall in accordance with Article 420-13 of the Standard Specifications.

#### 2.2 HEAT TRACE SYSTEM

Contractor shall provide a microprocessor based temperature control and monitoring module for two separate tracing circuits. Equipment shall be a 240V wall mounted electric heat tracing controller in a NEMA 4X enclosure with internal heat sink, padlock, and hasp for 2 heat tracing circuits. Contractor shall supply cable end termination kit, self-regulating heating cable, terminal block, 316 stainless steel ambient temp sensor externally mounted on a NEMA 4X enclosure, power connection kit, terminal blocks, 4X junction box, yellow raised light, diode indicating lamp, attachment bands, double pole circuit breaker, underground conduit and wire to bridge etc.

Contractor shall carefully remove existing heat tracing panel and replace it with new system per plans. Salvage/reuse existing conduit and wire to existing bridge area and use existing wire to provide necessary service to one of the two new heat tracing circuits. Install new wiring elsewhere to complete system per plans.

#### 2.3 PIPE SLEEVES

The pipe sleeves shall be of the thickness shown on the plans and shall conform to the requirements of ASTM A53 Grade B or API SL Grade B. The pipe sleeves are to be installed in the end walls as shown on the plans. The pipe sleeves are to be of one piece construction and cut to fit the skew of the end bents. Both ends of the pipe sleeves shall be flush with both faces of the end walls, and vertical grade that the main will be installed. If not fabricated to fit, a torch shall be used to cut the ends of the sleeves, and protective shields are to be placed on both faces of the end walls. All rough edges on the ends and inside of the sleeves caused by cutting shall be removed by filing or reaming.

#### 2.4 CONCRETE INSERTS

Concrete inserts shall be of an approved galvanized type having a minimum working load tension capacity of 2,500 lbs. for a 7/8-inch rod and threads to match galvanized threaded rods to be used. The inserts shall be designed so as to provide a method of fastening or securing the base of the inserts to the deck forms to avoid movement while concrete is being poured. Concrete inserts shall be installed in strict compliance with recommendations specified by the manufacturer.

#### 2.5 INSULATION & JACKETING SYSTEM

All above grade water lines and fittings shall be insulated as detailed in the Drawings and Specifications. Insulation shall be a minimum of 2" thick. All insulation joints shall have adhesive jointing as recommended by the manufacturer. Metal bands shall be galvanized steel or aluminum and placed at a rate of two bands per section of insulation. Insulation shall have a 22-gauge aluminum metal jacket. Factory installed insulation may be used.

#### 2.6 WATERPROOFING

After the seal has been placed in the blackout and recessed 2 inches inside the fill face of the backwalls, the remaining space shall be filled with an approved type jute with a 2-inch recess at the opposite face of

the backwall. The recesses are to be filled with an approved mastic or plastic caulking compound that conforms to the concrete and finished smooth with the face of the backwall.

## 2.7 EXPANSION JOINT SYSTEM

Two (2) linear expansion joints shall be installed. One expansion joint shall be installed as shown on plan set or as directed by the Engineer. These joints shall be manufactured of ductile iron conforming to the properties of ANSI/AWWAC 153/A21.53. All expansion joints shall be capable of expanding no less than 4" total axial movement. Separation beyond the maximum extension of the expansion joint shall be prevented without the use of external tie rods. Each expansion joint shall be tested against its own restraint to a minimum of 350 psi. MEGALUG or equivalent joint restraint shall be provided with each mechanical joint connection.

## 2.8 HARDWARE

Bolts, nuts, and washers shall be high strength and galvanized in accordance with Article 1072-5 of the NCDOT Standard Specifications.

## 2.9 ADJUSTABLE PIPE ROLLER

The adjustable roller stand with base plate shall be secured to structural tubing. Roller assembly finish to be hot dip galvanized.

## 2.10 PIPE CHAIR SUPPORT

The pipe chair support with base plate shall be secured to structural tubing. Roller assembly finish to be hot dip galvanized.

## 2.11 WATER LINE MATERIALS

All trench installed water lines shall be restrained joint material ductile iron pipe, pressure class 350 with bituminous exterior coating and cement lined interior. All pipe fittings shall be pressure class 350 ductile iron restrained mechanical joint with multiple gripping wedges in accordance with ANSI A21.10/AWWA C10 and ANSI A21.11A WWA C104. Pipe fittings shall be the same as the pipe coating.

The high-density polyethylene pipe (HDPE) shall be 200 psi rating, suitable for potable water and conform to ASTM F714, ASTM D3034, AWWA C906, AWWA C901 and NSF Standards.

All water lines shall be installed as shown on plans or as directed by the Engineer.

These items include furnishing all materials, equipment, and labor required to install water lines including fitting, gate valves, thrust blocking as specified and as shown on the Plans. No direct payment will be made for water line materials and all work shall be included in the lump sum bid for Temporary and Permanent Water Line Construction.

## 2.12 SLEEVE SEAL

Seals shall be placed to fill the annular space between the carrier pipe and the pipe sleeve in the bents, as indicated on the plans. The seal shall be of an approved link, lock or modular sleeve and casing type. Seals shall be modular mechanical type consisting of interlocking synthetic or rubber links shaped to continuously fill the annular space between the carrier pipe and the pipe sleeve in the bent. Links shall be loosely assembled with bolts to form a continuous rubber belt around the pipe with a pressure plate under

each bolt head and nut. The seal shall be recessed a minimum of 2 inches from the fill face of the bents. After the seal assembly is positioned around the carrier pipe, tightening of the bolts shall cause the rubber sealing elements to expand and provide a watertight seal between the carrier pipe and the pipe sleeve in the bent. The seal shall be constructed so as to provide insulation between the pipe and the end wall, thus preventing the flow of stray current from the main to the bridge.

2.13 STEEL ENCASUREMENT PIPE

Steel encasement pipe shall be installed where noted, or under approach slabs as shown on the plans to accept the carrier pipes. Steel encasement pipe shall conform to Section 1036-4(B) and 1540 of the Standard Specifications. Steel encasement pipe shall have a wall thickness of 0.25-inches. Individual sections shall be welded together and treated to a smooth finish.

2.14 PAINTING

The surface of all exposed metallic materials that are not galvanized or otherwise coated shall be painted in accordance with the Standard Specifications using the materials specified herein:  
Surface Preparation: Surface preparation shall be in accordance with Sub-article 442-7(A) of the Standard Specifications.

Shop Paint: All steel shall have shop coat of self-curing inorganic zinc paint conforming to Article 1080-7 of the Standard Specifications.

Field Paint: All surfaces shall be given two (2) coats of a minimum dry thickness of 1-1/2 mils for each coat of an approved type zinc rich paint conforming to Section 1080-9 of the Standard Specifications.

2.15 WATERPROOFING

After the seal has been placed in the sleeve and recesses 2 inches inside the fill face of the end walls, the remaining space shall be filled with approved type jute with a 2-inch recess at the opposite end of the pipe sleeve. The recesses are to be filled with an approved mastic or plastic caulking compound that conforms to the existing concrete and finished smooth with the face of the end wall.

**Page 15-10, Sub-article 1515-4 Measurement and Payment, after the last paragraph:** add the following:

3.0 PAYMENT

This work includes installing the temporary waterline, ductile iron water, HDPE water line, steel casing, bridge hanger system pipe, microprocessor 240V wall mounted electric heat tracing controller in a NEMA 4X enclosure with internal heat sink, padlock, and hasp for 2 heat tracing circuits, cable end termination kit, self-regulating heating cable, terminal block, 316 stainless steel ambient temp sensor externally mounted on a NEMA 4X enclosure, gate valve boxes, ductile iron fittings, temporary & permanent thrust anchor, all necessary connection to existing lines, removal of temporary water lines, all necessary electrical connections to heat trace terminator units, and all labor, incidental materials, and equipment necessary to complete the required work

PAY ITEM

PAY UNIT

Temporary and Permanent Water Line Construction

Lump Sum

PROJECT SPECIAL PROVISIONS

## Utilities by Others

**General:**

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

- A) Duke Energy Progress (DEP) – Power (Distribution)
- B) AT&T of TN (ATT-TN) – Communications (Telephone)

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

The Contractor's attention is directed to Article 105-8 of the 2024 Standard Specifications.

**Utilities Requiring Adjustment:**

Utility relocations are shown on the Utilities by Others Plans.

- A) Duke Energy – Power (Distribution)
  - 1) DEP has relocated to temporary facilities.
  - 2) DEP will begin relocation of their permanent facilities after the completion of this project.
  - 3) See UBO Plans for details.
  - 4) Contact person for Duke Energy Progress is Mr. Cory Hamlin at (828) 258-4356 or [cory.hamlin@duke-energy.com](mailto:cory.hamlin@duke-energy.com).
- B) AT&T of TN – Communications
  - 1) ATT-TN has relocated to temporary facilities.
  - 2) ATT-TN will begin relocation of their permanent facilities after the completion of this project and Duke's permanent placement is complete.
  - 3) See UBO Plans for details.
  - 4) Contact person for AT&T of TN is Mr. Jay Frazier 865-387-2685 or [jf092g@att.com](mailto:jf092g@att.com)

**STABILIZATION REQUIREMENTS:**

(4-30-2019)

Stabilization for this project shall comply with the time frame guidelines as specified by the NCG-010000 general construction permit effective April 1, 2019 issued by the North Carolina Department of Environmental Quality Division of Water Resources. Temporary or permanent ground cover stabilization shall occur within 7 calendar days from the last land-disturbing activity, with the following exceptions in which temporary or permanent ground cover shall be provided in 14 calendar days from the last land-disturbing activity:

- Slopes between 2:1 and 3:1, with a slope length of 10 ft. or less
- Slopes 3:1 or flatter, with a slope of length of 50 ft. or less
- Slopes 4:1 or flatter

The stabilization timeframe for High Quality Water (HQW) Zones shall be 7 calendar days with no exceptions for slope grades or lengths. High Quality Water Zones (HQW) Zones are defined by North Carolina Administrative Code 15A NCAC 04A.0105 (25). Temporary and permanent ground cover stabilization shall be achieved in accordance with the provisions in this contract and as directed.

**SEEDING AND MULCHING:**

**(WestEd)**

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

**Shoulder and Median Areas**

**August 1 - June 1**

20# Kentucky Bluegrass  
 75# Hard Fescue  
 25# Rye Grain  
 500# Fertilizer  
 4000# Limestone

**May 1 - September 1**

20# Kentucky Bluegrass  
 75# Hard Fescue  
 10# German or Browntop Millet  
 500# Fertilizer  
 4000# Limestone

**Areas Beyond the Mowing Pattern, Waste and Borrow Areas:**

**August 1 - June 1**

100# Tall Fescue  
 15# Kentucky Bluegrass  
 30# Hard Fescue  
 25# Rye Grain  
 500# Fertilizer  
 4000# Limestone

**May 1 - September 1**

100# Tall Fescue  
 15# Kentucky Bluegrass  
 30# Hard Fescue  
 10# German or Browntop Millet  
 500# Fertilizer  
 4000# Limestone

Approved Tall Fescue Cultivars

06 Dust	Escalade	Justice	Serengeti
2 <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	Taccoa
Blackwatch	Fireza	Patagonia	Tanzania
Blade Runner II	Five Point	Pedigree	Trio
Bonsai	Focus	Picasso	Tahoe II
Braveheart	Forte	Piedmont	Talladega
Bravo	Garrison	Plantation	Tarheel
Bullseye	Gazelle II	Proseeds 5301	Terrano
Cannavaro	Gold Medallion	Prospect	Titan ltd
Catalyst	Grande 3	Pure Gold	Titanium LS
Cayenne	Greenbrooks	Quest	Tracer
Cessane Rz	Greenkeeper	Raptor II	Traverse SRP
Chipper	Gremlin	Rebel Exeda	Tulsa Time
Cochise IV	Greystone	Rebel Sentry	Turbo
Constitution	Guardian 21	Rebel IV	Turbo RZ
Corgi	Guardian 41	Regiment II	Tuxedo RZ
Corona	Hemi	Regenerate	Ultimate
Coyote	Honky Tonk	Rendition	Venture
Darlington	Hot Rod	Rhambler 2 SRP	Umbrella
Davinci	Hunter	Rembrandt	Van Gogh
Desire	Inferno	Reunion	Watchdog
Dominion	Innovator	Riverside	Wolfpack II
Dynamic	Integrity	RNP	Xtremegreen
Dynasty	Jaguar 3	Rocket	
Endeavor	Jamboree	Scorpion	

## Approved Kentucky Bluegrass Cultivars:

4-Season	Blue Velvet	Gladstone	Quantum Leap
Alexa II	Blueberry	Granite	Rambo
America	Boomerang	Hampton	Rhapsody
Apollo	Brilliant	Harmonie	Rhythm



Arcadia	Cabernet	Impact	Rita
Aries	Champagne	Jefferson	Royce
Armada	Champlain	Juliet	Rubicon
Arrow	Chicago II	Jump Start	Rugby II
Arrowhead	Corsair	Keeneland	Shiraz
Aura	Courtyard	Langara	Showcase
Avid	Delight	Liberator	Skye
Award	Diva	Madison	Solar Eclipse
Awesome	Dynamo	Mercury	Sonoma
Bandera	Eagleton	Midnight	Sorbonne
Barduke	Emblem	Midnight II	Starburst
Barnique	Empire	Moon Shadow	Sudden Impact
Baroness	Envicta	Moonlight SLT	Total Eclipse
Barrister	Everest	Mystere	Touche
Barvette HGT	Everglade	Nu Destiny	Tsunami
Bedazzled	Excursion	NuChicago	Unique
Belissimo	Freedom II	NuGlade	Valor
Bewitched	Freedom III	Odyssey	Voyager II
Beyond	Front Page	Perfection	Washington
Blacksburg II	Futurity	Pinot	Zinfandel
Blackstone	Gaelic	Princeton 105	
Blue Note	Ginney II	Prosperity	

Approved Hard Fescue Cultivars:

Aurora II	Eureka II	Oxford	Scaldis II
Aurora Gold	Firefly	Reliant II	Spartan II
Berkshire	Granite	Reliant IV	Stonehenge
Bighorn GT	Heron	Rescue 911	
Chariot	Nordic	Rhino	

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

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

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

**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.

**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

**May 1 – September 1**

18# Creeping Red Fescue  
8# Big Bluestem

6#	Indiangrass	6#	Indiangrass
4#	Switchgrass	4#	Switchgrass
35#	Rye Grain	25#	German or Browntop Millet
500#	Fertilizer	500#	Fertilizer
4000#	Limestone	4000#	Limestone

Approved 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*.

### **REFORESTATION:**

#### **Description**

*Reforestation* will be planted within interchanges and along the outside borders of the road, and in other areas as directed. *Reforestation* is not shown on the plan sheets. See the Reforestation Detail Sheet.

All non-maintained riparian buffers impacted by the placement of temporary fill or clearing activities shall be restored to the preconstruction contours and revegetated with native woody species.

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

#### **Materials**

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

**Construction Methods**

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

Root dip: The roots of reforestation seedlings shall be coated with a slurry of water, and either a fine clay (kaolin) or a superabsorbent that is designated as a bare root dip. The type, mixture ratio, method of application, and the time of application shall be submitted to the Engineer for approval.

With the approval of the Engineer, seedlings may be coated before delivery to the job or at the time of planting, but at no time shall the roots of the seedlings be allowed to dry out. The roots shall be moistened immediately prior to planting.

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

**Measurement and Payment**

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

**HIGH QUALITY WATERS:****Description**

The \_\_ (H Q W) \_\_\_ has been identified as high quality waters. This designation requires special procedures to be used for clearing and grubbing, temporary stream crossings, and grading operations within the High Quality Water Zone and as designated by the Engineer. The High Quality Water Zones are identified on the plans as Environmentally Sensitive Areas. This also requires special procedures to be used for seeding and mulching and staged seeding.

The High Quality Water Zone/Environmentally Sensitive Area shall be defined as a 50-foot buffer zone on both sides of the stream measured from top of streambank.

**Construction Methods****(A) Clearing and Grubbing**

In areas identified as High Quality Water Zones/Environmentally Sensitive Areas, the Contractor may perform clearing operations, but not grubbing operations until immediately prior to beginning grading operations as described in Article 200-1 of the *Standard*

*Specifications.* Only clearing operations (not grubbing) shall be allowed in this buffer zone until immediately prior to beginning grading operations. Erosion control devices shall be installed immediately following the clearing operation.

(B) Grading

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

(C) Temporary Stream Crossings

Any crossing of streams within the limits of this project shall be accomplished in accordance with the requirements of Subarticle 107-12 of the *Standard Specifications*.

(D) Seeding and Mulching

Seeding and mulching shall be performed in accordance with Section 1660 of the *Standard Specifications* and vegetative cover sufficient to restrain erosion shall be installed immediately following grade establishment.

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

(E) Stage Seeding

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

Additional payments will not be made for the requirements of this section, as the cost for this work shall be included in the contract unit prices for the work involved.

**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.

### **WASTE AND BORROW SOURCES:**

(2-16-11) (Rev. 3-17-22)

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

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

All offsite Staging Areas, Borrow and Waste sites shall be in accordance with "Borrow and Waste Site Reclamation Procedures for Contracted Projects" located at:

<https://connect.ncdot.gov/resources/roadside/FieldOperationsDocuments/Contract%20Reclamation%20Procedures.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

### **IMPERVIOUS DIKE:**

(9-9-11)(Rev. 11-15-22)

#### **Description**

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



**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.

**Construction Methods**

Where impervious dikes are shown on the plans and used to dewater or lower the water elevation, construct in accordance with Article 410-4 and 410-5.

**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 by the Engineer. Such price and payment will be full compensation for all work including but not limited to furnishing materials, construction, maintenance, pumping and removal of the impervious dike.

Payment will be made under:

<b>Pay Item</b>	<i>Pay Unit</i>	
Impervious Dike		Linear Foot

**CONCRETE WASHOUT STRUCTURE:**  
(8-17-23)

**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.

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 or commercially available devices are approved, then those devices 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*.

*Safety Fence* shall be measured and paid for as provided elsewhere in this contract.

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

### **CONSTRUCTION MATERIALS MANAGEMENT**

(3-19-19) (rev. 04-27-20)

#### **Description**

The requirements set forth shall be adhered to in order to meet the applicable materials handling requirements of the NCG010000 permit. Structural controls installed to manage construction materials stored or used on site shall be shown on the E&SC Plan. Requirements for handling materials on construction sites shall be as follows:

#### **Polyacrylamides (PAMS) and Flocculants**

Polyacrylamides (PAMS) and flocculants shall be stored in leak-proof containers that are kept under storm-resistant cover or surrounded by secondary containment structures designed to protect adjacent surface waters. PAMS or other flocculants used shall be selected from the NC DWR List of Approved PAMS/Flocculants. The concentration of PAMS and other flocculants used shall not exceed those specified in the NC DWR List of Approved PAMS/Flocculants and in accordance with the manufacturer's instructions. The NC DWR List of Approved PAMS/Flocculants is available at:

[https://files.nc.gov/ncdeq/Water+Quality/Environmental+Sciences/ATU/PAM8\\_30\\_18.pdf](https://files.nc.gov/ncdeq/Water+Quality/Environmental+Sciences/ATU/PAM8_30_18.pdf)

#### **Equipment Fluids**

Fuels, lubricants, coolants, and hydraulic fluids, and other petroleum products shall be handled and disposed of in a manner so as not to enter surface or ground waters and in accordance with applicable state and federal regulations. Equipment used on the site must be operated and maintained properly to prevent discharge of fluids. Equipment, vehicle, and other wash waters shall not be discharged into E&SC basins or other E&SC devices. Alternative controls should be provided such that there is no discharge of soaps, solvents, or detergents.

#### **Waste Materials**

Construction materials and land clearing waste shall be disposed of in accordance with North Carolina General Statutes, Chapter 130A, Article 9 - Solid Waste Management, and rules governing the disposal of solid waste (15A NCAC 13B). Areas dedicated for managing construction material and land clearing waste shall be at least 50 feet away from storm drain inlets

and surface waters unless it can be shown that no other alternatives are reasonably available. Paint and other liquid construction material waste shall not be dumped into storm drains. Paint and other liquid construction waste washouts should be located at least 50 feet away from storm drain inlets unless there is no alternative. Other options are to install lined washouts or use portable, removable bags or bins. Hazardous or toxic waste shall be managed in accordance with the federal Resource Conservation and Recovery Act (RCRA) and NC Hazardous Waste Rules at 15A NCAC, Subchapter 13A. Litter and sanitary waste shall be managed in a manner to prevent it from entering jurisdictional waters and shall be disposed of offsite.

### **Herbicide, Pesticide, and Rodenticides**

Herbicide, pesticide, and rodenticides shall be stored and applied in accordance with the Federal Insecticide, Fungicide, and Rodenticide Act, North Carolina Pesticide Law of 1971 and labeling restrictions.

### **Concrete Materials**

Concrete materials onsite, including excess concrete, must be controlled and managed to avoid contact with surface waters, wetlands or buffers. No concrete or cement slurry shall be discharged from the site. (Note that discharges from onsite concrete plants require coverage under a separate NPDES permit – NCG140000.) Concrete wash water shall be managed in accordance with the *Concrete Washout Structure* provision. Concrete slurry shall be managed and disposed of in accordance with *NCDOT DGS and HOS DCAR Distribution of Class A Residuals Statewide* (Permit No. WQ0035749). Any hardened concrete residue will be disposed of, or recycled on site, in accordance with state solid waste regulations.

### **Earthen Material Stock Piles**

Earthen material stock piles shall be located at least 50 feet away from storm drain inlets and surface waters unless it can be shown that no other alternatives are reasonably available.

### **Measurement and Payment**

Conditions set within the *Construction Materials Management* provision are incidental to the project for which no direct compensation will be made.

**FABRIC INSERT INLET PROTECTION**

(1-1-24)

**Description**

Install, maintain, and remove Fabric Insert Inlet Protection, of the type specified, in inlet structures (catch basins, drop inlets, etc.) in areas where asphalt or concrete may prevent the proper installation of a Rock Inlet Sediment Traps Type C, or as directed by the Engineer.

**Materials**

Provide a fabric inlet protection device composed of a fitted woven polypropylene geotextile double sewn with nylon thread suspended sack. The Fabric Insert Inlet Protection shall be manufactured to fit the opening of the catch basin or drop inlet or shall have a deflector to direct runoff from the curb opening into the fabric sack. The Fabric Insert Inlet Protection shall have a rigid frame or support system to support the loaded weight of the product. The product shall have lifting loops for removing the device from the basin and will have dump straps attached at the bottom to facilitate the emptying of the device. The Fabric Insert Inlet Protection shall have an overflow system to allow stormwater to enter the inlet structure and avoid ponding on the roadway when the device reaches capacity.

The fitted filter assembly shall have the following physical properties:

Type 1 (High Flow):

<b>Physical</b>	<b>Test Method</b>	<b>English</b>
Grab Tensile	ASTM D-4632	255 x 275 lbs
Minimum Puncture Strength	ASTM D-4833	125 lbs
Mullen Burst	ASTM D-3786	420 PSI
Minimum UV Resistance	ASTM D-4355	70 %.
Flow Rate	ASTM D-4491	200 gal/min/ft <sup>2</sup>
Apparent Opening	ASTM D-4751	20 US Sieve
Permittivity	ASTM D-4491	1.5 sec <sup>-1</sup>

Type 2 (Low Flow):

<b>Physical</b>	<b>Test Method</b>	<b>English</b>
Grab Tensile	ASTM D-4632	315 x 300 lbs
Grab Elongation	ASTM D-4632	15 x 15 %
Minimum Puncture Strength	ASTM D-4833	125 lbs
Mullen Burst	ASTM D-3786	650 PSI
Minimum UV Resistance	ASTM D-4355	70 %.
Flow Rate	ASTM D-4491	40 gal/min/ft <sup>2</sup>
Apparent Opening	ASTM D-4751	40 US Sieve
Permittivity	ASTM D-4491	0.55 sec <sup>-1</sup>

**Construction Methods**

Strictly adhere to the manufacturer's installation instructions and recommendations. Maintenance shall include regular daily inspections and after each qualifying rain event. The Fabric Insert Inlet Protection shall be emptied, cleaned and placed back into the basin when it reaches 50% capacity or as directed by the Engineer.

**Measurement and Payment**

*Fabric Insert Inlet Protection, Type \_* will be measured and paid in units of each of the type specified, complete in place and accepted. Such payment shall be full compensation for furnishing and installing the *Fabric Insert Inlet Protection, Type \_* in accordance with this specification and for all required maintenance.

*Fabric Insert Inlet Protection Cleanout* will be measured and paid in units of each for the maintenance of the device, cleanout and disposal of accumulated sediments.

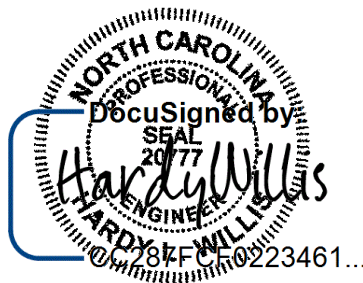
Payment will be made under:

<b>Pay Item</b>	<b>Pay Unit</b>
Fabric Insert Inlet Protection, Type ___	Each
Fabric Insert Inlet Protection Cleanout	Each

**Project Special Provisions  
Structures**

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4/16/2024

**TEMPORARY BENTS****(11-30-23)****GENERAL**

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 current edition of *AASHTO Guide Design Specification for Bridge Temporary Works* (including 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.



**MEASUREMENT AND PAYMENT**

*Temporary Bents* will not be directly measured, unless otherwise specified. Payment will be full compensation at the contract unit prices for the various pay items requiring temporary bents.

**ELASTOMERIC CONCRETE****(2-11-19)****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>
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 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 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**

No separate payment will be made for elastomeric concrete. The lump sum contract price bid for "Foam Joint Seals" or "Preformed Silicone Expansion Joint Seal" will be full compensation for furnishing and placing the Elastomeric Concrete.

**FOAM JOINT SEALS****(9-27-12)****1.0 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"± wide by 1/8"± 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 D3575-08, 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 Strength	ASTM D624 (D3575-08, Suffix G)	14 – 20 pli
Density	ASTM D3575-08, 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.

## 2.0 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	3000 psi (min.)
Compressive strength	ASTM D695	7000 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	2000 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.

## 3.0 SAWING THE JOINT

The joint opening shall be initially formed to the width shown on the plans including the blockout for the elastomeric concrete.

The elastomeric concrete shall have sufficient time to cure such that no damage can occur to the elastomeric 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 or two passes of the saw by placing and spacing two metal blades on the saw shaft to the desired width for the joint opening.

The desired depth is the depth of the seal plus 1/4" 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 1/4" 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.

#### **4.0 PREPARATION OF SAWED JOINT FOR SEAL INSTALLATION**

The elastomeric concrete shall cure a minimum of 24 hours prior to seal installation.

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.

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 elastomeric 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.

#### **5.0 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 insure 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. After opening both cans of the bonding agent, stir each can using separate stirring rods for each component to prevent premature curing of the bonding agent. Pour the two 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 elastomeric concrete as well as both sides of the joint seal, making certain to completely fill 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 1/4" 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. Do not place pavement markings on top of foam joint seals.

## **6.0 BASIS OF PAYMENT**

Payment for all foam joint seals will be at the lump sum contract price bid for "Foam Joint Seals". Prices and payment will be full compensation for furnishing all material, including elastomeric concrete, labor, tools and equipment necessary for installing these units in place and accepted.

## **FALSEWORK AND FORMWORK**

**(11-30-23)**

### **GENERAL**

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.

**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.

**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.

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

If requested by the Engineer, submit with the working drawings manufacturer’s catalog data listing the weight of all construction equipment that will be supported on the temporary work. Show anticipated total settlements and/or deflections of falsework and forms on the working drawings. Include falsework footing settlements, joint take-up, and deflection of beams or girders.

As an option for the Contractor, overhang falsework hangers may be uniformly spaced, at a maximum of 36 inches, provided the following conditions are met:

Member Type (PCG)	Member Depth, (inches)	Max. Overhang Width, (inches)	Max. Slab Edge Thickness, (inches)	Max. Screenshot Wheel Weight, (lbs.)	Bracket Min. Vertical Leg Extension, (inches)
II	36	39	14	2000	26
III	45	42	14	2000	35
IV	54	45	14	2000	44
MBT	63	51	12	2000	50
MBT	72	55	12	1700	48

Overhang width is measured from the centerline of the girder to the edge of the deck slab. For Type II, III & IV prestressed concrete girders (PCG), 45-degree cast-in-place half hangers and rods must have a minimum safe working load of 6,000 lbs.

For MBT prestressed concrete girders, 45-degree angle holes for falsework hanger rods shall be cast through the girder top flange and located, measuring along the top of the member, 1'-2 ½" from the edge of the top flange. Hanger hardware and rods must have a minimum safe working load of 6,000 lbs.

For link slabs, the top of girders directly beneath the link slab shall be free of overhang falsework attachments or other hardware. Submit calculations and working drawings for overhang falsework in the link slab region.

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 ¾".

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 current edition of *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 surface damage.

**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.

**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.

### **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.

### **MEASUREMENT AND PAYMENT**

Unless otherwise specified, *Falsework and Formwork* will not be directly measured.

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

## **CRANE SAFETY**

**(6-20-19)**

### **GENERAL**

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

Submit all items listed below to the Engineer prior to beginning crane operations. Changes in personnel or equipment must be reported to the Engineer and all applicable items listed below must be updated and submitted prior to continuing with crane operations.

**CRANE SAFETY SUBMITTAL LIST**

- (A) **Competent Person:** Provide the name and qualifications of the “Competent Person” responsible for crane safety and lifting operations. The named competent person will have the responsibility and authority to stop any work activity due to safety concerns.
- (B) **Riggers:** Provide the qualifications and experience of the persons responsible for rigging operations. Qualifications and experience should include, but not be limited to, weight calculations, center of gravity determinations, selection and inspection of sling and rigging equipment, and safe rigging practices.
- (C) **Crane Inspections:** Inspection records for all cranes shall be current and readily accessible for review upon request.
- (D) **Certifications:** Crane operators shall be certified by the National Commission for the Certification of Crane Operators (NCCCO) or the National Center for Construction Education and Research (NCCER). Other approved nationally accredited programs will be considered upon request. In addition, crane operators shall have a current CDL medical card. Submit a list of crane operator(s) and include current certification for each type of crane operated (small hydraulic, large hydraulic, small lattice, large lattice) and medical evaluations for each operator.

**MEASUREMENT AND PAYMENT**

No direct payment will be made for *Crane Safety*. All costs shall be considered incidental to items for which direct payment is made.

**GROUT FOR STRUCTURES****(12-1-17)****GENERAL**

This Special Provision addresses grout for use in pile blockouts, grout pockets, shear keys, dowel holes and recesses for structures. This Special 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 Special Provision.

**MATERIAL REQUIREMENT**

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.

#### **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.

#### **MEASUREMENT AND 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.

### **SUBMITTAL OF WORKING DRAWINGS**

**(11-30-23)**

#### **GENERAL**

Submit working drawings in accordance with Article 105-2 of the *Standard Specifications* and this Special Provision. For this Special Provision, “submittals” refers to only those listed in this Special 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.

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.

#### **ADDRESSES AND CONTACTS**

For submittals to the Structures Management Unit, use the following addresses:

Via Email: [SMU-wdr@ncdot.gov](mailto:SMU-wdr@ncdot.gov) (do not cc SMU Working Drawings staff)

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.

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

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

Via Email: [EastGeotechnicalSubmittal@ncdot.gov](mailto:EastGeotechnicalSubmittal@ncdot.gov)

Via US mail:

Mr. Thomas Santee, P. E.  
Assistant State Geotechnical  
Engineer – Eastern Region  
North Carolina Department  
of Transportation  
Geotechnical Engineering Unit  
Eastern Regional Office  
1570 Mail Service Center  
Raleigh, NC 27699-1570

Via other delivery service:

Mr. Thomas Santee, P. E.  
Assistant State Geotechnical  
Engineer – Eastern Region  
North Carolina Department  
of Transportation  
Geotechnical Engineering Unit  
Eastern Regional Office  
3301 Jones Sausage Road, Suite 100  
Garner, NC 27529

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

Via Email: [WestGeotechnicalSubmittal@ncdot.gov](mailto:WestGeotechnicalSubmittal@ncdot.gov)

Via US mail or other delivery service:

Mr. Eric Williams, P. E.  
Assistant State Geotechnical  
Engineer – Western Region  
North Carolina Department  
of Transportation  
Geotechnical Engineering Unit  
Western Regional Office  
5253 Z Max Boulevard  
Harrisburg, NC 28075

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  
[jlbolden@ncdot.gov](mailto:jlbolden@ncdot.gov)

Secondary Structures Contacts: Emmanuel Omile (919) 707 – 6451  
[eomile@ncdot.gov](mailto:eomile@ncdot.gov)

Madonna Rorie (919) 707 – 6508  
[mrorie@ncdot.gov](mailto:mrorie@ncdot.gov)

Eastern Regional Geotechnical Contact (Divisions 1-7):

Thomas Santee (919) 920-8901  
[tgsantee@ncdot.gov](mailto:tgsantee@ncdot.gov)

Western Regional Geotechnical Contact (Divisions 8-14):

Eric Williams (704) 455 – 8902  
[ewilliams3@ncdot.gov](mailto:ewilliams3@ncdot.gov)

#### **SUBMITTAL COPIES**

Furnish one complete copy of each submittal, including all attachments, to the Engineer. At the same time, submit a copy of the same complete submittal directly to the Structures Management Unit and/or the Geotechnical Engineering Unit as specified in the tables below.

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>Submittal Required by Structures Management Unit?</b>	<b>Submittal Required by Geotechnical Engineering Unit?</b>	<b>Contract Reference Requiring Submittal <sup>1</sup></b>
Arch Culvert Falsework	Y	N	Plan Note, SN Sheet & “Falsework and Formwork”
Box Culvert Falsework <sup>7</sup>	Y	N	Plan Note, SN Sheet & “Falsework and Formwork”
Cofferdams	Y	Y	Article 410-4
Foam Joint Seals <sup>6</sup>	Y	N	“Foam Joint Seals”
Expansion Joint Seals (hold down plate type with base angle)	Y	N	“Expansion Joint Seals”
Expansion Joint Seals (modular)	Y	N	“Modular Expansion Joint Seals”
Expansion Joint Seals (strip seals)	Y	N	“Strip Seal Expansion Joints”
Falsework & Forms <sup>2</sup> (substructure)	Y	N	Article 420-3 & “Falsework and Formwork”
Falsework & Forms (superstructure)	Y	N	Article 420-3 & “Falsework and Formwork”
Girder Erection over Railroad	Y	N	Railroad Provisions
Maintenance and Protection of Traffic Beneath Proposed Structure	Y	N	“Maintenance and Protection of Traffic Beneath Proposed Structure at Station ____”
Metal Bridge Railing	Y	N	Plan Note
Metal Stay-in-Place Forms	Y	N	Article 420-3
Metalwork for Elastomeric Bearings <sup>4,5</sup>	Y	N	Article 1072-8
Miscellaneous Metalwork <sup>4,5</sup>	Y	N	Article 1072-8
Disc Bearings <sup>4</sup>	Y	N	“Disc Bearings”

Overhead and Digital Message Signs (DMS) (metalwork and foundations)	Y	N	Applicable Provisions
Placement of Equipment on Structures (cranes, etc.)	Y	N	Article 420-20
Prestressed Concrete Box Beam (detensioning sequences) <sup>3</sup>	Y	N	Article 1078-11
Precast Concrete Box Culverts	Y	N	“Optional Precast Reinforced Concrete Box Culvert at Station ____”
Prestressed Concrete Cored Slab (detensioning sequences) <sup>3</sup>	Y	N	Article 1078-11
Prestressed Concrete Deck Panels	Y	N	Article 420-3
Prestressed Concrete Girder (strand elongation and detensioning sequences)	Y	N	Articles 1078-8 and 1078-11
Removal of Existing Structure over Railroad	Y	N	Railroad Provisions
<hr/>			
Revised Bridge Deck Plans (adaptation to prestressed deck panels)	Y	N	Article 420-3
Revised Bridge Deck Plans (adaptation to modular expansion joint seals)	Y	N	“Modular Expansion Joint Seals”
Sound Barrier Wall (precast items)	Y	N	Article 1077-2 & “Sound Barrier Wall”
Sound Barrier Wall Steel Fabrication Plans <sup>5</sup>	Y	N	Article 1072-8 & “Sound Barrier Wall”
Structural Steel <sup>4</sup>	Y	N	Article 1072-8
Temporary Detour Structures	Y	Y	Article 400-3 & “Construction, Maintenance and Removal of Temporary Structure at Station ____”
TFE Expansion Bearings <sup>4</sup>	Y	N	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>Submittals Required by Geotechnical Engineering Unit</b>	<b>Submittals Required by Structures Management Unit</b>	<b>Contract Reference Requiring Submittal <sup>1</sup></b>
Drilled Pier Construction Plans <sup>2</sup>	Y	N	Subarticle 411-3(A)
Crosshole Sonic Logging (CSL) Reports <sup>2</sup>	Y	N	Subarticle 411-5(A)(2)
Pile Driving Equipment Data Forms <sup>2,3</sup>	Y	N	Subarticle 450-3(D)(2)
Pile Driving Analyzer (PDA) Reports <sup>2</sup>	Y	N	Subarticle 450-3(F)(3)
Retaining Walls <sup>4</sup>	Y; drawings and calculations	Y; drawings	Applicable Provisions
Temporary Shoring <sup>4</sup>	Y; drawings and calculations	Y; drawings	“Temporary Shoring” & “Temporary Soil Nail Walls”

**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. Subarticles refer to the *Standard Specifications*.
2. 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.
3. The Pile Driving Equipment Data Form is available from:  
<https://connect.ncdot.gov/projects/construction/ConstManRefDocs/PILE%20DRIVING%20EQUIPMENT%20DATA%20FORM.pdf>  
See second page of form for submittal instructions.
4. Electronic copy of submittal is required. See referenced provision.

**ASBESTOS ASSESSMENT****(11-30-23)****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

**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.

#### **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

#### **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

#### **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:

<https://epi.dph.ncdhhs.gov/asbestos/ahmp.html>

#### **MEASUREMENT AND PAYMENT**

*Asbestos Assessment* Payment will be paid at the lump sum contract unit price and will be full compensation for all asbestos inspections, reports, permitting and notifications.

Payment will be made under:

<b>Pay Item</b>	<b>Pay Unit</b>
Asbestos Assessment	Lump Sum

#### **MICROPILES**

**(1-16-24)**

##### **1.0 GENERAL**

A micropile is a small diameter, drilled and grouted non-displacement pile with a reinforcing casing and typically a center reinforcing bar. Load testing is required when noted in the plans. Design and construct micropiles with the required resistance in accordance with the contract and accepted submittals. Use a prequalified Micropile Contractor for micropile work. Define “pile” as a micropile, “casing” as reinforcing casing and “bar” as a center reinforcing bar.

##### **2.0 MATERIALS**

Refer to the *Standard Specifications*.

<b>Item</b>	<b>Section</b>
Portland Cement	1024-1
Water	1024-4

Use neat cement grout that only contains cement and water with a water cement ratio of 0.4 to 0.5 which is approximately 5.5 gallons of water per 94 lb of Portland cement. Provide

grout with a compressive strength at 3 and 28 days of at least 1,500 psi and 4,000 psi, respectively.

#### Reinforcement

Provide Type 1 material certifications in accordance with Article 106-3 of the *Standard Specifications* for steel casings and bars. Store casings and bars on blocking at least 12" above the ground and protect it at all times from damage; and when placing in the work make sure it is free from dirt, dust, loose mill scale, loose rust, paint, oil or other foreign materials. Load, transport, unload and store micropile materials so materials are kept clean and free of damage.

##### 1. Reinforcing Casings

Use steel pipes that meet American Petroleum Institute (API) 5CT, Grade N80 or ASTM A252 with a yield strength of 80 ksi for reinforcing casings. Provide prime mill certified steel pipes that meet Subarticle 106-1(B) of the *Standard Specifications* for casings. Do not use "New or Mill Secondary", "Structural" or "Limited Service" steel pipes as described by the *National Association of Steel Pipe Distributors Tubular Products Manual*. Use casings with the nominal wall thickness shown in the plans and outside diameters ranging from the minimum shown in the plans to 3" larger.

##### 2. Center Reinforcing Bars

Use deformed steel bars that meet AASHTO M 275 or M 31, Grade 60 or 75 for center reinforcing bars. Splice bars in accordance with Article 1070-9 of the *Standard Specifications*. Locate casing joints at least 2 ft from bar splices.

#### Centralizers

Use bar centralizers that meet Article 6.3.5 of the *AASHTO LRFD Bridge Construction Specifications*. Size centralizers to position bars within 1" of drill hole centers and allow tremies to be inserted to bottom of holes. Use centralizers that do not interfere with grout placement or flow around bars.

#### B. Corrosion Protection

Provide epoxy coated bars that meet Article 1070-7 of the *Standard Specifications*. Galvanize exposed casings in accordance with Section 1076 of the *Standard Specifications*. After installing piles, clean exposed galvanized surfaces of casings with a 2,500 psi pressure washer. Apply organic zinc repair paint to exposed casing joints and repair damaged galvanized surfaces that are exposed in accordance with Article 1076-7 of the *Standard Specifications*.

### 3.0 PRECONSTRUCTION REQUIREMENTS

#### A. Micropile Designs

For micropile designs, submit PDF files of working drawings and design calculations at

least 30 days before the preconstruction meeting. Do not begin micropile construction until a design submittal is accepted.

Use a prequalified Micropile Design Consultant to design piles. Provide designs sealed by a Design Engineer approved as a Geotechnical Engineer (key person) for the Micropile Design Consultant.

The pile layout and inclination, casing dimensions and tip elevations, pile to cap/footing connection, top of pile elevations and pile resistances are shown in the plans. Verify existing site conditions and survey information before designing piles.

Design piles in accordance with the *AASHTO LRFD Bridge Design Specifications* unless otherwise required. Define “bond length” as the pile length below the casing tip elevation noted in the plans. Determine the bond length and reinforcement for the factored resistance noted in the plans. Assume a design casing wall thickness of 12.5% less than nominal plus an additional 0.125" less due to corrosion. A bond length of at least 10 ft is required for each pile. If verification load testing is required, use a resistance factor of 0.70 for axial compression and uplift resistance. Otherwise, use a resistance factor of 0.55. When using tension load tests to determine nominal grout-to-ground bond resistances for axial compression resistance, neglect pile tip resistance.

Either extend casings below required tip elevations or use bars for reinforcement. Extend bars or casings full length of piles and provide at least 0.50" of grout cover outside casings. Design and locate casing joints as shown in the plans.

Submit working drawings and design calculations including estimated unit nominal resistances for acceptance in accordance with Article 105-2 of the *Standard Specifications*. Submit working drawings showing all micropile details including any dimensions, quantities, elevations and cross-sections necessary to construct the piles.

#### B. Micropile Construction Plan

Submit a PDF file of a micropile construction plan at least 30 days before the preconstruction meeting. Do not begin micropile construction until the construction plan submittal is accepted. Provide detailed project specific information in the micropile construction plan that includes the following:

1. List and sizes of proposed equipment including micropile drilling rigs and tools, tremies and grouting equipment;
2. Sequence of pile construction and step-by-step description of pile installation including details of casing installation, drilling methods and flushing;
3. List of reinforcement including grades or yield strength and sizes;
4. Methods for placing reinforcement with procedures for supporting and positioning the reinforcement including centralizers;
5. Procedures for placing grout including how the grout will be initially placed in drill holes and acceptable ranges for grout pressures and volumes;



6. Equipment and procedures for monitoring and recording grout levels, pressures and volumes with calibration certificates dated within 90 days of the submittal date;
7. Examples of construction records to be provided that meet Section 4.0(C) of this provision;
8. Procedures for containment and disposal of drilling spoils, drill flush and waste grout;
9. Grout mix design with acceptable ranges for grout flow and density;
10. If load testing is required, load testing details, procedures and plan sealed by the Design Engineer or Project Engineer for the Load Test Supplier with calibration certificates dated within 90 days of the submittal date;
11. Load Test Supplier, when applicable, including Project Engineer; and
12. Other information shown in the plans or requested by the Engineer.

If alternate installation and testing procedures are proposed or necessary, a revised micropile construction plan submittal may be required. If the work deviates from the accepted submittal without prior approval, the Engineer may suspend pile construction until a revised plan is accepted.

#### C. Demonstration Micropiles

When shown in the plans or as directed, construct demonstration piles in accordance with the accepted submittals and this provision. The pile inclination, minimum reinforcement and locations of demonstration piles are shown in the plans. Install demonstration piles to the depth of the longest pile on the project or the length required for verification load tests.

The purpose of demonstration piles is to demonstrate the Micropile Contractor's ability to successfully install micropiles. The demonstration pile results will be used to evaluate the grouting operation and possibly revise acceptable grouting ranges established with the micropile construction plan. If load testing is required for a demonstration pile, the results will be used to evaluate the pile design including estimated unit nominal resistances.

If the Engineer determines a demonstration pile is unsatisfactory, a replacement pile is required. Do not begin construction of any production piles until all demonstration piles are accepted.

#### D. Preconstruction Meeting

Before starting micropile construction, hold a preconstruction meeting to discuss the construction, monitoring and testing of the piles. If this meeting occurs before all pile submittals have been accepted, additional preconstruction meetings may be required before beginning pile construction without accepted submittals. The Resident or Bridge Maintenance Engineer, Area Construction Engineer, Geotechnical Operations Engineer, Contractor and Micropile Contractor Superintendent will attend preconstruction meetings.

#### 4.0 CONSTRUCTION METHODS

Use equipment and methods accepted in the micropile construction plan or approved by the Engineer. Inform the Engineer of any deviations from the accepted plan. Install production piles in the same way as satisfactory demonstration piles, if applicable.

Dispose of drilling spoils, drill flush and waste grout as directed and in accordance with Section 802 of the *Standard Specifications*. Drilling spoils consist of all excavated material and fluids removed from drill holes.

Control drilling and grouting to prevent excessive ground movements, damaging structures and pavements and fracturing rock and soil formations. If ground heave or subsidence occurs, suspend pile construction and take corrective action to minimize movement. If property damage occurs, make repairs with an approved method and a revised micropile design or construction plan may be required.

##### A. Drilling and Reinforcement

Use micropile drilling rigs capable of drilling through whatever materials are encountered to the dimensions and elevations required for the pile design. Install piles with tip elevations no higher than shown in the accepted submittals or approved by the Engineer.

Do not install casings or begin drilling within 6 pile diameters, center to center, or 5 ft, whichever is greater, of completed piles until grout in piles reaches initial set. More clearance may be necessary if pile construction affects adjacent piles.

Install casings to a tip elevation no higher than that noted in the plans. Also, when noted in the plans, install casings with a penetration of at least 5 ft into rock as determined by the Engineer. Locate casing joints in accordance with the accepted submittals. If any welding is required for casings, comply with Article 33.3.6 of the *AASHTO LRFD Bridge Construction Specifications*. Submit welding procedures for approval before welding casings.

Use drilling methods that result in the annulus between casings and the ground filled with grout. Check for correct pile location and plumbness or proper inclination before beginning drilling. Stabilize drill holes with casings from beginning of drilling through grouting if unstable material is anticipated or encountered. After drilling, flush drill holes with water or air to remove drill cuttings and other loose materials.

Use centralizers to center bars in drill holes. Securely attach bar centralizers at maximum 10 ft intervals along bars. Attach upper and lowermost centralizers 5 ft from the top and bottom of piles.

Place bars before grouting or after while grout is still fluid. Do not vibrate or drive reinforcement. Bars may be gently pushed into grout. If bars can only be partially inserted, redrill or clean drill holes to permit complete insertion.

## B. Grouting

Remove oil, rust inhibitors, residual drilling fluids and similar foreign materials from holding tanks/hoppers, stirring devices, pumps, lines, tremie pipes and all other equipment in contact with grout before use. Size grouting equipment to grout each pile in one continuous operation. Field calibrate grout pumps at the beginning of construction.

Mix and place grout in accordance with Subarticles 1003-5, 1003-6 and 1003-7 of the *Standard Specifications*. Measure grout temperature, density and flow during grouting with at least the same frequency grout cubes are made for compressive strength. Perform density and flow field tests in the presence of the Engineer in accordance with American National Standards Institute/API Recommended Practice 13B-1 (Section 4, Mud Balance) and ASTM C939 (Flow Cone), respectively.

Grout piles the same day the bond length is drilled and do not leave drill holes open overnight. Place grout with a tremie in accordance with the contract and accepted submittals until uncontaminated grout flows from the top of the pile. Extend tremie pipe into grout at least 5 ft at all times except when grout is initially placed in drill holes. Provide grout free of segregation, intrusions, contamination, structural damage or inadequate consolidation (honeycombing).

Monitor and record grout levels, pressures and volumes during placement. To monitor grout pressure, use pumps equipped with a pressure gauge and locate a second pressure gauge at the point of injection into the drill hole. Use pressure gauges that can measure pressures of at least 150 psi or twice the actual grout pressures, whichever is greater.

## C. Construction Records

Provide 2 copies of pile construction records within 24 hours of completing each pile. Include the following in construction records:

1. Names of Micropile Contractor, Superintendent, Drill Rig Operator, Project Manager and Design Engineer;
2. Bridge description, county, Department's contract, TIP and WBS element number;
3. Bent station and number, pile location and identifier and required resistance;
4. Pile diameters, length and tip elevation and top of pile and ground surface elevations;
5. Reinforcement types, grades or yield strength, sizes and elevations;
6. Date and time drilling begins and ends, reinforcement is placed, grout is mixed and arrives on-site and grout placement begins and ends;
7. Grout level, pressure, volume, temperature, flow and density records;
8. Ground and surface water conditions and elevations;
9. Weather conditions including air temperature at time of grout placement; and
10. All other pertinent details related to pile construction.

After completing piles for each structure or stage of a structure, provide a PDF file of all corresponding construction records.

## **5.0 LOAD TESTING**

When noted in the plans, load test piles in accordance with the accepted submittals, this provision and the plans. The piles to be tested are shown in the plans or as directed. “Verification tests” are performed on demonstration piles and “proof tests” are performed on piles incorporated into the structure, i.e., production piles based on test piles acceptable in accordance with Section 6.0 of this provision.

When using a Load Test Supplier, use a prequalified Load Test Supplier for foundation testing work. Provide load test reports sealed by an engineer approved as a Project Engineer (key person) for the Load Test Supplier.

Do not load test piles until grout attains the required 28 day compressive strength. Do not begin construction of any production piles until verification tests are satisfactorily completed. For proof tests, install only the test piles and those piles needed to anchor the reaction frame, if applicable. Do not install the remaining piles for the bent until the corresponding test piles are satisfactory.

Design test piles so that applied loads do not exceed 80% of the pile’s structural resistance including steel yielding or buckling or grout failing. It may be necessary to design test piles with additional reinforcement to allow for higher applied loads. Use a center reinforcing bar for tension load tests when the reinforcement design for production piles does not include one.

If reinforcement design for production piles does not include a center reinforcing bar, tension load tests are required. Otherwise, test piles in either compression or tension at the Contractor’s option.

Do not apply loads with known weights; a reaction frame and a hydraulic jack are required. Use reaction piles or cribbing and a frame with sufficient strength to prevent excessive deformation, misalignment or racking under peak loading. Do not use existing structures as part of the reaction frame.

Load test piles in accordance with the accepted submittals and Article 33.5 of the *AASHTO LRFD Bridge Construction Specifications*. For demonstration piles, cut off piles 2 ft below the ground surface when testing is complete.

Submit a PDF file of each load test report within 7 days of completing load testing. Submit reports sealed by the same engineer that sealed the load testing details, procedures and plan in the accepted micropile construction plan. Provide load test reports that meet ASTM D1143, D3689 or the Load Test Supplier’s recommendations. Also, include load versus movement curves for the top of pile and pile tip.

## **6.0 MICROPILE ACCEPTANCE**

The Engineer will review the load test reports, if applicable and construction records to

determine if piles are acceptable. Micropile acceptance is based in part on the following criteria.

1. Grout pressures, volumes, flow and densities are within acceptable ranges. Grout is properly placed and does not have any evidence of segregation, intrusions, contamination, structural damage or inadequate consolidation (honeycombing).
2. Pile is within maximum tolerances per Article 33.4.4 of the *AASHTO LRFD Bridge Construction Specifications*.
3. Reinforcement is properly placed and inclination and top of reinforcement is within tolerances for the pile. Tip of casing is no higher than that noted in the plans and casing penetrates rock at least 5 ft when noted in the plans.
4. Pile is satisfactory based on results of load testing, when applicable. Creep and failure acceptance criteria for verification and proof tests is per Articles 33.5.2 and 33.5.3, respectively, of the AASHTO LRFD specifications. Movement acceptance criteria for verification and proof tests is per Articles 33.5.2 and 33.5.3, respectively, of the AASHTO LRFD specifications when the permissible total vertical movement at top of pile is noted in the plans.

If the Engineer determines a pile is unacceptable, remedial measures or replacement piles are required. Do not begin remediation work until remediation plans are approved. No extension of completion date or time will be allowed for remedial work or replacement piles.

## 7.0 MEASUREMENT AND PAYMENT

\_\_\_\_ *Dia. Micropiles* will be measured and paid in units of each. Micropiles will be measured as the number of acceptable piles and no payment will be made for any costs associated with unacceptable micropiles. The contract unit price for \_\_\_\_ *Dia. Micropiles* will be full compensation for submittals, design, monitoring and recording, labor, tools, equipment and reinforcement complete and in place and all incidentals necessary to drill through any material and construct piles in accordance with this provision. The contract unit price for \_\_\_\_ *Dia. Micropiles* will be full compensation for grout up to twice the theoretical drill hole volume. Grout in excess of twice the theoretical drill hole volume will be paid as extra work in accordance with Article 104-7 of the *Standard Specifications*.

*Demonstration Micropiles* will be measured and paid in units of each. *Demonstration Micropiles* will be measured as the number of satisfactory demonstration piles and no payment will be made for any costs associated with unsatisfactory demonstration piles. The contract unit price for *Demonstration Micropiles* will be full compensation for submittals, design, monitoring and recording, labor, tools, equipment and reinforcement complete and in place and all incidentals necessary to drill through any material and construct demonstration piles in accordance with this provision. The contract unit price for *Demonstration Micropiles* will be full compensation for grout up to twice the theoretical drill hole volume. Grout in excess of twice the theoretical drill hole volume will be paid as extra work in accordance with Article 104-7 of the *Standard Specifications*.

*Micropile Verification Tests* and *Micropile Proof Tests* will be measured and paid in units of each, depending on the type of test. Load tests will be measured as the number of initial tests

shown in the plans or required by the Engineer. No payment will be made for subsequent load tests performed on the same or replacement piles. The contract unit prices for *Micropile Verification Tests* and *Micropile Proof Tests* will be full compensation for load testing in accordance with Section 5.0 of this provision.

Payment will be made under:

<b>Pay Item</b>	<b>Pay Unit</b>
____ Dia. Micropiles	Each
Demonstration Micropiles	Each
Micropile Verification Tests	Each
Micropile Proof Tests	Each

**ANODIZED TWO BAR METAL RAIL**

**(SPECIAL)**

**General**

Furnish and place anodized two bar metal rail in accordance with the details shown in the contract plans, this Special Provision, and the Standard Specifications.

**Materials**

Supply anodized aluminum rail and components that meet the requirements of Article 1074-5 of the Standard Specifications. Any damage to the anodized surfaces of the rails or components during construction shall be repaired according to the manufacturer’s instructions at the direction of the Engineer and at the Contractor’s expense.

Furnish three (3) aluminum samples anodized medium bronze, dark bronze, and extra dark bronze to the Engineer for approval. After the color has been selected by the Engineer, submit a sample of exterior acrylic house paint that matches the anodized rail color as closely as possible for approval. After the erection of the Anodized aluminum railing, paint all exposed anchor bolts, butts, washers, machine screws, cap screws, bolts, attachment brackets, hold-down plates and built-up angles with two coats of approved paint

**Measurement and Payment**

The quantity of anodized two bar metal rail will be measured and paid as the actual number of linear feet of metal rail, measured along the top of the rail, that has been completed and accepted. The unit bid per linear foot will be full compensation for all items required to provide bridge railing including, but not limited to, all materials, painting, tools, labor, equipment and incidentals necessary to complete this item.

Payment will be made under:

Anodized Two Bar Metal Rail.....Linear Foot

**WATER LINE HANGERS****(SPECIAL)****General**

This special provision shall govern materials, erection and all other related work for the fabrication and erection of the Water Line Hangers as detailed in the plans.

**Water Line Hangers**

Materials, fabrication, and erecting the Water Line Hangers shall be in accordance with applicable parts of the Standard Specifications and the details shown on the plans.

**Corrosion Protection**

All structural members shall be hot dipped galvanized after fabrication in accordance with Section 1076 of the Standard Specifications.

Repair damage occurring to the galvanized portion of the coating during shipment or installation in accordance with Section 1076-6 of the Standard Specifications. Repair damage occurring to the painted portion of the coating during shipment or installation by applying 4.0 – 7.0 wet mils of topcoat with a brush or roller and feather or taper this to be level with the surrounding areas.

In lieu of galvanizing, the Contractor may at his option upon completion of shop fabrication blast clean and metallize the structural steel to a minimum thickness of 8 mils. See special provision for thermal sprayed coatings (metallization).

If the Contractor chooses to metallize, apply an 8 mil thick 1350 aluminum (W-AI-1350) thermal sprayed coating with a 0.5 mil thick seal coat to all structural steel members. Then apply 1 coat each of the 1080-12 brown and 1080-12 gray paint on the face of the member which comes into contact with the concrete in accordance with Section 442 of the Standard Specifications.

**Payment**

The entire cost of furnishing and erecting the Water Line Hanger including but not limited to materials, corrosion protection, equipment, tools, labor, inserts and incidentals necessary to complete the work shall be included in the lump sum price bid for the “Water Line Hangers”.

**CONSTRUCTION, MAINTENANCE AND REMOVAL  
OF TEMPORARY ACCESS AT STATION 12+30.00 -L-****(02-21-23)****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 plans, the *Standard Specifications*, and this Special Provision.

#### **TEMPORARY ROCK CAUSEWAY [WORKPAD]**

At the contractor's option, construction of a temporary rock causeway [workpad] within the limits shown on the plans is acceptable, provided the causeway [workpad] impacts are in compliance with all permits. 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.

#### **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.

#### **MEASUREMENT AND PAYMENT**

*Construction, Maintenance and Removal of Temporary Access at Station 12+30.00 -L-* will be paid under the lump sum price bid 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.

Payment will be made under:

#### **Pay Item**

Construction, Maintenance and Removal of Temporary Access  
at Sta. 12+30.00 -L-

#### **Pay Unit**

Lump Sum



**CONSTRUCTION, MAINTENANCE AND REMOVAL  
OF TEMPORARY ACCESS AT STATION 13+33.99 -L-****(02-21-23)****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 plans, the *Standard Specifications*, and this Special Provision.

**TEMPORARY ROCK CAUSEWAY [WORKPAD]**

At the contractor's option, construction of a temporary rock causeway [workpad] within the limits shown on the plans is acceptable, provided the causeway [workpad] impacts are in compliance with all permits. 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.

**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.

**MEASUREMENT AND PAYMENT**

*Construction, Maintenance and Removal of Temporary Access at Station 13+33.99 -L-* will be paid under the lump sum price bid 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.

Payment will be made under:

**Pay Item**

Construction, Maintenance and Removal of Temporary Access  
at Sta. 13+33.99 -L-

**Pay Unit**

Lump Sum

**CAST-IN-PLACE CANTILEVERED RETAINING WALLS**

**(SPECIAL)**

**GENERAL**

Construct cast-in-place (CIP) cantilevered retaining walls consisting of CIP concrete supported by and connected to concrete footings. Construct CIP cantilevered retaining walls based on actual elevations and wall dimensions in accordance with the contract, and accepted submittals. Define “CIP cantilevered wall” as a CIP cantilevered retaining wall.

**MATERIALS**

Refer to Division 10 of the *Standard Specifications*.

<b>Item</b>	<b>Section</b>
Curing Agents	1026
Geotextiles, Type 1	1056
Joint Materials	1028
Masonry	1040
Portland Cement Concrete, Class A	1000
Reinforcing Steel	1070
Subdrain Coarse Aggregate	1044-2
Subdrain Fine Aggregate	1044-1

Use geotextiles and subdrain aggregate for subsurface drainage at weep holes and reinforcing steel for dowels.

**CIP CANTILEVERED WALL SURVEYS**

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

**CONSTRUCTION METHODS**

Control drainage during construction in the vicinity of CIP cantilevered walls. Direct run

off away from CIP cantilevered walls and backfill. Contain and maintain backfill and protect material from erosion.

Excavate as necessary for CIP cantilevered walls in accordance with the plans. Unless required otherwise in the plans, embed bottom of footings at least 2 ft below bottom of walls shown in the plans. If applicable and at the Contractor's option, use temporary shoring for wall construction instead of temporary slopes to construct CIP cantilevered walls. Define "temporary shoring for wall construction" as temporary shoring not shown in the plans or required by the Engineer including shoring for OSHA reasons or the Contractor's convenience.

Notify the Engineer when foundation excavation is complete. Do not place concrete for footings until excavation depth and foundation material are approved.

Construct CIP cantilevered walls at elevations and with dimensions shown in the plans and in accordance with Section 420 of the *Standard Specifications*. Use dowels for construction joints at top of footings as shown in the plans. Extend top of walls at least 6" above where finished grade intersects back of CIP cantilevered walls.

Unless required otherwise in the plans, provide a Class 2 surface finish for exposed surfaces of CIP cantilevered walls that meets Subarticle 420-17(F) of the *Standard Specifications*. Construct wall joints at a spacing of 10 ft to 12 ft unless required otherwise in the plans. Make 1/2" thick expansion joints that meet Article 420-10 of the *Standard Specifications* for every third joint and 1/2" deep grooved contraction or sawed joints that meet Subarticle 825-10(B) or 825-10(E) respectively of the *Standard Specifications* for the remaining joints.

Construct 3" diameter weep holes on 10 ft centers along CIP cantilevered walls. Provide subsurface drainage at weep holes in accordance with Article 414-8 of the *Standard Specifications*. Exit weep holes just above finished grade and slope holes at 1" per foot through CIP cantilevered walls so water drains out of front of walls. When single faced precast concrete barrier is required in front of and against CIP cantilevered walls, extend weep holes through barrier at the same slope.

Do not remove forms or backfill behind CIP cantilevered walls until concrete attains a compressive strength of at least 2,400 psi. Backfill for CIP cantilevered walls in accordance with Article 410-8 of the *Standard Specifications*.

#### **MEASUREMENT AND PAYMENT**

*CIP Cantilevered Retaining Walls* will be measured and paid in square feet. CIP cantilevered walls will be measured as the square feet of wall face area with the pay height equal to the difference between top of wall and top of footing elevations. Define "top of wall" as top of CIP concrete.

The contract unit price for *CIP Cantilevered Retaining Walls* will be full compensation for providing submittals, labor, tools, equipment and CIP cantilevered wall materials, excavating, backfilling, hauling and removing excavated materials and supplying concrete, dowels, subsurface drainage, weep holes and any incidentals necessary to construct CIP cantilevered walls. The contract unit price for *CIP Cantilevered Retaining Walls* will also

be full compensation for brick veneers, if required.

No separate payment will be made for temporary shoring for wall construction. Temporary shoring for wall construction will be incidental to the contract unit price for *CIP Cantilevered Retaining Walls*.

The contract unit price for *CIP Cantilevered Retaining Walls* does not include the cost for ditches, fences, handrails, barrier or guardrail associated with CIP cantilevered walls as these items will be paid for elsewhere in the contract.

Where it is necessary to provide backfill material from sources other than excavated areas or borrow sources used in connection with other work in the contract, payment for furnishing and hauling such backfill material will be paid as extra work in accordance with Article 104-7 of the *Standard Specifications*. Placing and compacting such backfill material is not considered extra work but is incidental to the work being performed.

Payment will be made under:

**Pay Item**

Cast-In-Place Cantilever Retaining Wall No. \_\_\_

**Pay Unit**

Square Foot

**PROJECT SPECIAL PROVISION**

(10-18-95) (Rev. 9-19-23)

Z-1

**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.

<b><u>PERMIT</u></b>	<b><u>AUTHORITY GRANTING THE PERMIT</u></b>
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
FERC	Federal Energy Regulatory Commission

The Contractor shall comply with all applicable permit conditions during construction of this project.

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 *Standard Specifications* and the following:

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

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

U.S. ARMY CORPS OF ENGINEERS  
WILMINGTON DISTRICT

Action Id. SAW-2017-00787 County: Haywood County U.S.G.S. Quad: Waterville

GENERAL PERMIT (REGIONAL AND NATIONWIDE) VERIFICATION

Permittee: North Carolina Department of Transportation  
Address: Mr. Patrick Breedlove  
253 Webster Rd  
Sylva NC, 28779

Nearest Town Clyde  
Nearest Waterway Big Creek River Basin French Broad-Holston  
USGS HUC 06010106 Coordinates Latitude: 35.7736407284667  
Longitude: -83.1007158624555

Location description: The Br 174 and Br 175 replacement projects are located on Waterville Rd where it crosses Big Creek adjacent to the Waterville Dam located on the Pigeon River near Clyde, Haywood County, North Carolina.

Description of projects area and activity: This permit verification authorizes the replacement of two functionally and structurally obsolete bridges, Br 174 and Br 175, with two new bridges at two separate locations on Waterville Road. Both bridges will be replaced within the existing bridge footprints and with both, traffic will be detoured onsite using staged construction. The project will also include some minor approach work on the existing roadway. This project will result in the following impacts to waters of the US:

Summary of Authorized Impacts and Required Mitigation

Impact ID #	Type of Impact	Stream (lf)	
		Temporary	Permanent
Br 174 Site 1A	Causeway to remove existing bent (Temporary Impact)	100'	
Br 174 Site 1B	Rip-Rap Bank Stabilization (Permanent Impact)		30'
Br 175 Site 2A	Causeway to remove existing bent (Temporary Impact)	55'	
Br 175 Site 2B	Impervious dikes and flow diversions to install interior bent and retaining/wing wall	110'	
Br 175 Site 2C	Rip-Rap Bank Stabilization (Permanent Impact)		20'
Br 175 Site 2D	Retaining Wall/Wing Wall (Permanent Impact)		45'
Br 175 Site 2E	Interior Bent (Permanent Impact)		45'
Total impacts		265'	140'

A permit verification was issued for this project on May 22, 2019 and upon expiration of the original permit, a new permit verification was issued on March 13, 2023. On December 19, 2023, NCDOT stated blasting may be required to construct this project and requested reissuance of the permit verification to authorize blasting. As such, consultation was reinitiated with USFWS to consider the affects of blasting on endangered bats. On December 19, 2023, USFWS issued a new letter

**recommending revised conditions required to protect endangered bats. As such, this permit verification hereby replaces the verification issued on March 13, 2023, and includes revised conditions.**

Applicable Law:  Section 404 (Clean Water Act, 33 USC 1344)  
 Section 10 (Rivers and Harbors Act, 33 USC 403)

Authorization: Regional General Permit Number and/or Nationwide Permit Number: **NWP 3 Maintenance**  
**SEE ATTACHED RGP or NWP GENERAL, REGIONAL AND/OR SPECIAL CONDITIONS**

**Special Conditions:**

- 1) **Endangered Species: In order to avoid and minimize effects to bats DOT will comply with the following measures:**
  - a. **NCDOT will remove trees between October 15 and April 1 of any given year, outside the bat active season for northern long-eared bat (*Myotis septentrionalis*) and Indiana bat (*Myotis sodalis*).**
  - b. **NCDOT will not perform night work and will not install permanent or temporary lighting.**
  - c. **Blasting:**
    - i. **If possible, NCDOT should plan to conduct blasting activities outside of the bat active season (March 15– November 15 for gray bat, April 1 – October 15 for all other bats addressed in this consultation).**
    - ii. **To minimize noise levels, incorporate sound-dampening devices such as blast mats and the use of overburden material.**
  - d. **NCDOT will perform day roost surveys prior to any percussive activities required for construction of the new bridge or within 14 days of bridge demolition, whichever is first. If federally listed or proposed bats are found day roosting, the Service will be contacted for further discussion.**
- 2) **Per correspondences from NC Wildlife Resources Commission, the permittee shall adhere to Design Standards in Sensitive Watersheds at both Br 174 and Br 175 and the permittee shall adhere to a moratorium prohibiting in-stream work and land disturbance within the 25-foot trout buffer from January 1 to April 15 at Br 175.**
- 3) **The Permittee shall fully implement the enclosed Memorandum of Agreement between the Permittee, the North Carolina State Historic Preservation Officer and the Wilmington District US Army Corps of Engineers, which is incorporated herein by reference and attached to this permit.**

Your work is authorized by the above referenced permit provided it is accomplished in strict accordance with the attached conditions and your submitted applications dated 12/17/2018, the re-issuance request dated 10/12/2022 and the ensuing file. Any violation of the attached conditions or deviation from your submitted plans may subject the permittee to a stop work order, a restoration order, a Class I administrative penalty, and/or appropriate legal action.

This verification will remain valid until the expiration date identified below unless the nationwide and/or regional general permit authorization is modified, suspended or revoked. If, prior to the expiration date identified below, the nationwide and/or regional general permit authorization is reissued and/or modified, this verification will remain valid until the expiration date identified below, provided it complies with all requirements of the modified nationwide permit. If the nationwide and/or regional general permit authorization expires or is suspended, revoked, or is modified, such that the activity would no longer comply with the terms and conditions of the nationwide permit, activities which have commenced (i.e., are under construction) or are under contract to commence in reliance upon the nationwide and/or regional general permit, will remain authorized provided the activity is completed within twelve months of the date of the nationwide and/or regional general permit's expiration, modification or revocation, unless discretionary authority has been exercised on a case-by-case basis to modify, suspend or revoke the authorization.

Activities subject to Section 404 (as indicated above) may also require an individual Section 401 Water Quality Certification. You should contact the NC Division of Water Resources (telephone 919-807-6300) to determine Section 401 requirements.

For activities occurring within the twenty coastal counties subject to regulation under the Coastal Area Management Act (CAMA), prior to beginning work you must contact the N.C. Division of Coastal Management in Morehead City, NC, at (252) 808-2808.

This Department of the Army verification does not relieve the permittee of the responsibility to obtain any other required Federal, State or local approvals/permits.

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If there are any questions regarding this verification, any of the conditions of the Permit, or the Corps of Engineers regulatory program, please contact Crystal Amschler at (828) 271-7980 X 4231 or Crystal.C.Amschler@usace.army.mil.

Corps Regulatory Official: *Mark Matthewz* 2024.02.02 13:58:22 -05'00' Date: February 2, 2024  
Expiration Date of Verification: March 14, 2026



**P-5**

Action ID Number: SAW-2017-00787

County: Haywood County

Permittee: North Carolina Department of Transportation

Project Name: Br 174 and Br 175 replacement projects

Date Verification Issued: February 2, 2024

Project Manager: Crystal Amschler

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

**US ARMY CORPS OF ENGINEERS  
WILMINGTON DISTRICT  
Attn: Crystal Amschler, Project Manager  
Asheville Regulatory Field Office  
151 Patton Avenue, Room 208  
Asheville, North Carolina 28801**

Please note that your permitted activity is subject to a compliance inspection by a U. S. Army Corps of Engineers representative. Failure to comply with any terms or conditions of this authorization may result in the Corps suspending, modifying or revoking the authorization and/or issuing a Class I administrative penalty, or initiating other appropriate legal action.

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

\_\_\_\_\_  
Signature of Permittee

\_\_\_\_\_  
Date

## **P-6**

### **Nationwide Permit 3** **Maintenance**

Effective Date: February 25, 2022 / Expiration Date: March 14, 2026

Authority: Sections 10 and 404

(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 of dredged or fill material, 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 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.

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Nationwide Permit 3 - Activities, Regional Conditions, General Conditions, and Definitions

**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.

## GENERAL CONDITIONS

Note: To qualify for NWP authorization, the prospective permittee must comply with the following general conditions, as applicable, in addition to any regional or case-specific conditions imposed by the division engineer or district engineer. Prospective permittees should contact the appropriate Corps district office to determine if regional conditions have been imposed on an NWP. Prospective permittees should also contact the appropriate Corps district office to determine the status of Clean Water Act Section 401 water quality certification and/or Coastal Zone Management Act consistency for an NWP. Every person who may wish to obtain permit authorization under one or more NWPs, or who is currently relying on an existing or prior permit authorization under one or more NWPs, has been and is on notice that all of the provisions of 33 CFR 330.1 through 330.6 apply to every NWP authorization. Note especially 33 CFR 330.5 relating to the modification, suspension, or revocation of any NWP authorization.

### 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.

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Nationwide Permit 3 - Activities, Regional Conditions, General Conditions, and Definitions

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 NWP 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 Structures and Fills.** Temporary structures must be removed, to the maximum extent practicable, after their use has been discontinued. 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. Permittees 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 activity or its operation may impair reserved tribal rights, including, but not limited to, reserved water rights and treaty fishing and hunting rights.

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 consequences of the proposed activity on listed species or critical habitat has been completed. See 50 CFR 402.02 for the definition of “effects of the action” for the purposes of ESA section 7 consultation, as well as 50 CFR 402.17, which provides further explanation under ESA section 7 regarding “activities that are reasonably certain to occur” and “consequences caused by the proposed action.”

(b) Federal agencies should follow their own procedures for complying with the requirements of the ESA (see 33 CFR 330.4(f)(1)). 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

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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. For activities 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 worldwide 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 that an action authorized by NWP complies with the Migratory Bird Treaty Act and the Bald and Golden Eagle Protection Act. The permittee is responsible for contacting the appropriate local office of the U.S. Fish and Wildlife Service to determine what measures, if any, are necessary or appropriate to reduce adverse effects 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) No activity is authorized under any NWP which may have the potential to cause effects to properties listed, or eligible for listing, in the National Register of Historic Places 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 (see 33 CFR 330.4(g)(1)). 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 commensurate with potential impacts, which may include background research, consultation, oral history interviews, sample field investigation, and/or 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

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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.

(d) Where the non-Federal applicant has identified historic properties on which the proposed NWP activity might have the potential to cause effects and has 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. 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.** Permittees that discover any previously unknown historic, cultural or archeological remains and artifacts while accomplishing the activity authorized by NWP, they must immediately notify the district engineer of what they 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, 52, 57 and 5258 for any activity within, or directly affecting, critical resource waters, including wetlands adjacent to such waters.



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Nationwide Permit 3 - Activities, Regional Conditions, General Conditions, and Definitions

(b) For NWP 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 by permittees in the designated critical resource waters including wetlands adjacent to those waters. The district engineer may authorize activities under these NWPs only after she or he determines 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) Compensatory mitigation at a minimum one-for-one ratio will be required for all losses of stream bed that exceed 1/103/100-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. This compensatory mitigation requirement may be satisfied through the restoration or enhancement of riparian areas next to streams in accordance with paragraph (e) of this general condition. For losses of stream bed of 1/103/100-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. 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. If restoring riparian areas involves planting vegetation, only native species should be planted. 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

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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)). If permittee-responsible mitigation is the proposed option, and the proposed compensatory mitigation site is located on land in which another federal agency holds an easement, the district engineer will coordinate with that federal agency to determine if proposed compensatory mitigation project is compatible with the terms of the easement.

(5) If mitigation bank or in-lieu fee program credits are the proposed option, the mitigation plan needs to address only the baseline conditions at the impact site and the number of credits to be provided (see 33 CFR 332.4(c)(1)(ii)).

(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 NWP. 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 NWP.

(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 an 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 or federal, 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.**

(a) Where the certifying authority (state, authorized tribe, or EPA, as appropriate) has not previously certified compliance of an NWP with CWA section 401, a CWA section 401 water quality certification for the proposed discharge must be obtained or waived (see 33 CFF 330.4(c)). If the permittee cannot comply with all of the conditions of a water quality certification previously issued by certifying authority for the issuance of the NWP, then the permittee must obtain a water quality certification or waiver for the proposed discharge in order for the activity to be authorized by an NWP.

(b) If the NWP activity requires pre-construction notification and the certifying authority has not previously certified compliance of an NWP with CWA section 401, the proposed discharge is not authorized by an NWP until water quality certification is obtained or waived. If the certifying authority issues a water quality certification for the proposed discharge, the permittee must submit a copy of the certification to the district engineer. The discharge is not authorized by an NWP until the district engineer has notified the permittee that the water quality certification requirement has been satisfied by the issuance of a water quality certification or a waiver.

(c) The district engineer or certifying authority 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)). If the permittee cannot comply with all of the conditions of a coastal zone management consistency concurrence previously issued by the state, then the permittee must obtain an individual coastal zone management consistency concurrence or presumption of concurrence in order for the activity to be authorized by an NWP. 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 CWA 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 authorized, subject to the following restrictions:

(a) If only one of the NWPs used to authorize the single and complete project has a specified acreage limit, the acreage loss of waters of the United States cannot 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.

(b) If one or more of the NWPs used to authorize the single and complete project has specified acreage limits, the acreage loss of waters of the United States authorized by those NWPs cannot exceed their respective specified acreage limits. For example, if a commercial development is constructed under NWP 39, and the single and complete project includes the filling of an upland ditch authorized by NWP 46, the maximum acreage loss of waters of the United States for the commercial development under NWP 39 cannot exceed 1/2-acre, and the total acreage loss of waters of United States due to the NWP 39 and 46 activities cannot exceed 1 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)

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(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 and/or review is not authorized by an NWP until the appropriate Corps office issues the section 408 permission or completes its review 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 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

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(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. 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 pr 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)
  - (i) 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.
  - (ii) For linear projects where one or more single and complete crossings require pre-construction notification, 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 (including those single and complete crossings authorized by an NWP but do not require PCNs). This information will be used by the district engineer to evaluate the cumulative adverse

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environmental effects of the proposed linear project and does not change those non-PCN NWP activities into NWP PCNs.

(iii) 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 and intermittent 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 or 3/100-acre of stream bed 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 species proposed for listing) or designated critical habitat (or critical habitat proposed for such designation) might be affected or is in the vicinity of the activity, or if the activity is located in designated critical habitat (or critical habitat proposed for such designation), the PCN must include the name(s) of those endangered or threatened species (or species proposed for listing) that might be affected by the proposed activity or utilize the designated critical habitat (or critical habitat proposed for such designation) 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 NWP activity that requires permission from, or review by, 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, or review by, the Corps office having jurisdiction over that USACE project.

(c) *Form of Pre-Construction Notification:* The nationwide permit pre-construction notification form (Form ENG 6082) should be used for NWP PCNs. 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 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

(iii) 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 email, 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 email 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 that 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 single and complete crossings of waters of the United States that require PCNs 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 of waters of the United States authorized by an NWP. If an applicant requests a waiver of an applicable limit, as provided for in NWPs 13, 36, 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.

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 an 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 or 3/100-acre of stream bed, 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. 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 that 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), 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.

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

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Nationwide Permit 3 - Activities, Regional Conditions, General Conditions, and Definitions

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.

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. The loss of stream bed includes the acres of stream bed that are permanently adversely affected by filling or excavation 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 or wetlands 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. 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: The term ordinary high water mark means that line on the shore established by the fluctuations of water and indicated by physical characteristics such as a clear, natural line impressed on the bank, shelving, changes in the character of soil, destruction of terrestrial vegetation, the presence of litter and debris, or other appropriate means that consider the characteristics of the surrounding areas.

Perennial stream: A perennial stream has surface water flowing continuously year-round during a typical year.

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**Practicable:** Available and capable of being done after taking into consideration cost, existing technology, and logistics in light of overall project purposes.

**Pre-construction notification:** A request submitted by the project proponent to the Corps for confirmation that a particular activity is authorized by nationwide permit. The request may be a permit application, letter, or similar document that includes information about the proposed work and its anticipated environmental effects. Pre-construction notification may be required by the terms and conditions of a nationwide permit, or by regional conditions. A pre-construction notification may be voluntarily submitted in cases where pre-construction notification is not required and the project proponent wants confirmation that the activity is authorized by nationwide permit.

**Preservation:** The removal of a threat to, or preventing the decline of, aquatic resources by an action in or near those aquatic resources. This term includes activities commonly associated with the protection and maintenance of aquatic resources through the implementation of appropriate legal and physical mechanisms. Preservation does not result in a gain of aquatic resource area or functions.

**Re-establishment:** The manipulation of the physical, chemical, or biological characteristics of a site with the goal of returning natural/historic functions to a former aquatic resource. Re-establishment results in rebuilding a former aquatic resource and results in a gain in aquatic resource area 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 jurisdictional 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

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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 NWP, a waterbody is a “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)).

## REGIONAL CONDITIONS:

The following Regional Conditions have been approved by the Wilmington District for the Nationwide Permits (NWP) published in the January 13, 2021, and December 27, 2021, *Federal Register* (86 FR 2744 and 86 FR 73522) announcing the reissuance of 52 existing (NWP) and five new NWP, as well as the reissuance of NWP general conditions and definitions with some modifications.

### A. EXCLUDED WATER AND/OR AREAS

The Corps has identified waters that will be excluded from the use of all NWP's during certain timeframes. These waters are:

1. **Anadromous Fish Spawning Areas.** Work in waters of the U.S. designated by either the North Carolina Division of Marine Fisheries (NCDMF) or the North Carolina Wildlife Resources Commission (NCWRC) as anadromous fish spawning areas are prohibited from February 15th through June 30th, without prior written approval from the Corps and the appropriate wildlife agencies (NCDMF, NCWRC and/or the National Marine Fisheries Service (NMFS)). Work in waters of the U.S. designated by NCWRC as primary nursery areas in inland waters are prohibited from February 15th through September 30th, without prior written approval from the Corps and the appropriate wildlife agencies. Work in waters of the U.S. designated by NCDMF as primary nursery areas shall be coordinated with NCDMF prior to being authorized by this NWP. Coordination with NCDMF may result in a required construction moratorium during periods of significant biological productivity or critical life stages.
2. **Trout Waters Moratorium.** Work in waters of the U.S. in the designated trout watersheds of North Carolina are prohibited from October 15th through April 15th 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 C.3. below for information on the designated trout watersheds).
3. **Sturgeon Spawning Areas.** No in-water work shall be conducted in waters of the U.S. designated by the National Marine Fisheries Service as Atlantic sturgeon critical habitat from February 1st through June 30th. No in-water work shall be conducted in waters of the U.S. in the Roanoke River designated as Atlantic sturgeon critical habitat from February 1st through June 30th, and August 1st through October 31st, without prior written approval from NMFS.
4. **Submerged Aquatic Vegetation.** Impacts to Submerged Aquatic Vegetation (SAV) are not authorized by any NWP, except NWP 48, NWP 55 and NWP 56, unless Essential Fish Habitat (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 verified.

### B. REGIONAL CONDITIONS APPLICABLE TO ALL NWP's

1. **Critical Habitat in Western NC.** For proposed activities within waters of the U.S. that require a Pre-Construction Notification (PCN) and are located in the thirteen 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 and the Corps Asheville Regulatory Field Office. Please see General Condition 18 for specific PCN requirements



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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, Graham, Haywood, Henderson, Jackson, Macon, Mecklenburg, Mitchell, Swain, Transylvania, Union and Yancey.

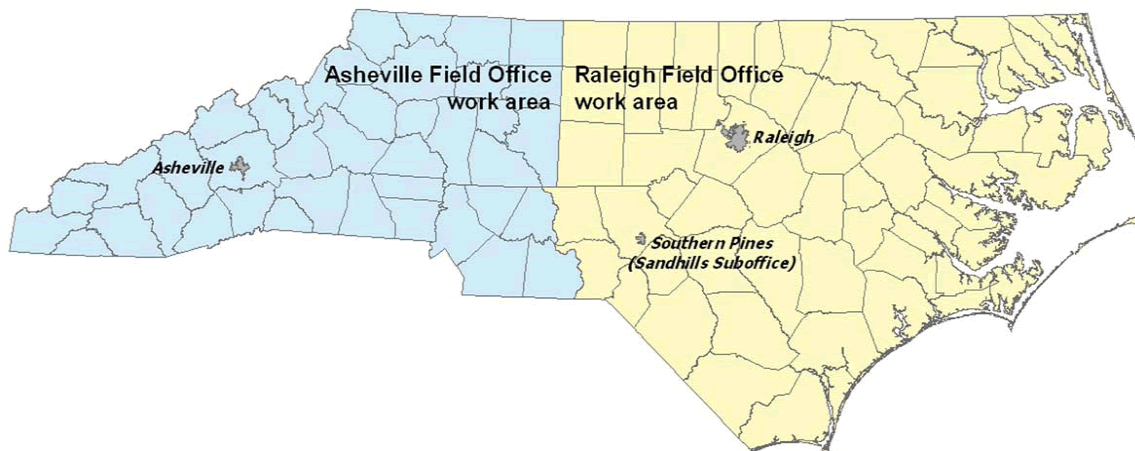
Website and office addresses for Endangered Species Act Information:

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 (Endangered Species) requirements:

<http://www.saw.usace.army.mil/Missions/RegulatoryPermitProgram/AgencyCoordination/ESA.aspx>.

Permittees who do not have internet access may contact the appropriate U.S. Fish and Wildlife Service offices listed below or Corps at (910) 251-4850.

Below is a map of the USFWS Field Office Boundaries:



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

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2. **Special Designation Waters.** Prior to the use of any NWP 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 PCN requirements are:

“Primary Nursery Areas” (PNA), including inland PNA, as designated by the North Carolina Marine Fisheries Commission and/or the North Carolina Wildlife Resources Commission. The definition of and designated PNA waters can be found in the North Carolina State Administrative Code at Title 15A, Subchapters 3R and 10C (15A NCAC 03R .0103; 15A NCAC 10C .0502; and 15A NCAC 10C .0503) and at the following web pages:

- <http://reports.oah.state.nc.us/ncac/title%2015a%20-%20environmental%20quality/chapter%2003%20-%20marine%20fisheries/subchapter%20r/15a%20ncac%2003r%20.0103.pdf>
- <http://reports.oah.state.nc.us/ncac/title%2015a%20-%20environmental%20quality/chapter%2010%20-%20wildlife%20resources%20and%20water%20safety/subchapter%20c/15a%20ncac%2010c%20.0502.pdf>
- <http://reports.oah.state.nc.us/ncac/title%2015a%20-%20environmental%20quality/chapter%2010%20-%20wildlife%20resources%20and%20water%20safety/subchapter%20c/15a%20ncac%2010c%20.0503.pdf>

3. **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. The permittee shall also provide a copy of the PCN 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.

NCWRC and NC Trout Watersheds:

NCWRC Contact**	Counties that are entirely within Trout Watersheds*	Counties that are partially within Trout Watersheds*
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Mountain Coordinator 645 Fish Hatchery Rd., Building B Marion, NC 28752 828-803- 6054  For NCDOT Projects:  NCDOT Coordinator 12275 Swift Rd. Oakboro, NC 28129 704-984- 1070	Alleghany Ashe Avery Graham Haywood	Jackson Macon Swain Transylvania Watauga	Burke Buncombe Caldwell Cherokee Clay Henderson Madison	McDowell Mitchell Polk Rutherford Surry Wilkes Yancey
<b>EBCI Contact**</b>	<b>Counties that are within Trout Watersheds*</b>			
Office of Natural Resources P.O. Box 1747, Cherokee, NC 28719 (828) 359-6113	Qualla Boundary and non- contiguous tracts of trust land located in portions of Swain, Jackson, Haywood, Graham and Cherokee Counties.			

\*NOTE: To determine PCN requirements, contact the Corps Asheville Regulatory Field Office at (828) 271-7980 or view maps showing trout watersheds in each County at the following webpage: <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 Regional Condition C.16. Contact the Corps Asheville Regulatory Field Office at (828) 271-7980 with questions.

4. **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 U.S. 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

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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 PCN requirements, contact the Corps Asheville Regulatory Field Office at (828) 271-7980 or view maps for all corridors at the following webpage:

<http://www.saw.usace.army.mil/Missions/Regulatory-Permit-Program/Agency-Coordination/Designated-Special-Waters.aspx>.

5. **Limitation of Loss of Stream Bed.** NWP's may not be used for activities that may result in the loss of more than 0.05 acres of stream bed, except for NWP 32.

6. **Pre-Construction Notification for Loss of Stream Bed Exceeding 0.02 acres.** The permittee shall submit a PCN to the District Engineer prior to commencing the activity (see General Condition 32) prior to the use of any NWP for any activity that results in the loss of more than 0.02 acres of stream bed. This applies to NWP's that do not have PCN requirements as well as those NWP's that require a PCN.

7. **Mitigation for Loss of Stream Bed.** For any NWP that results in a loss of more than 0.02 acres of stream bed, the permittee shall provide a mitigation proposal to compensate for more than minimal individual and cumulative adverse impacts to the aquatic environment, unless the

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District Engineer determines in writing that either some other form of mitigation would be more environmentally appropriate or the adverse effects of the proposed activity are minimal. For stream bed losses of 0.02 acres 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.

8. **Riprap.** For all NWP's that allow for the use of riprap material for bank stabilization, the following conditions shall be applied:

a. 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 must be requested in writing.

b. Riprap shall be placed only on the stream banks, or, if it is necessary to be placed in the stream bed, the finished top elevation of the riprap should not exceed that of the original stream bed.

9. **Culvert Placement.** For all NWP's that allow for culvert placement, the following conditions shall be applied:

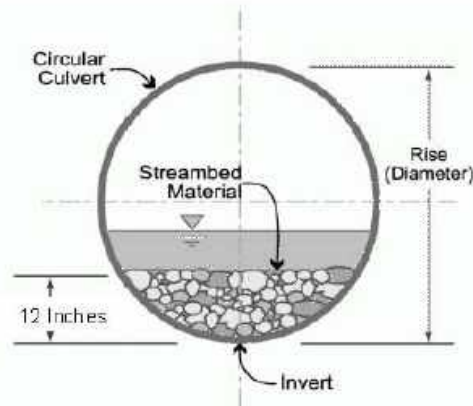
a. For all NWP's that involve the construction/installation of culverts, measures shall be included in the construction/installation that will promote the safe passage of fish and other aquatic organisms

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. If the culvert outlet is submerged within a pool or scour hole and designed to provide for aquatic passage, then culvert burial into the streambed is not required.

Culvert burial is not required for structures less than 72 inch diameter/width, where the slope of the culvert will be greater than 2.5%, 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, sills, baffles etc.). Culvert burial is not required when bedrock is present in culvert locations.

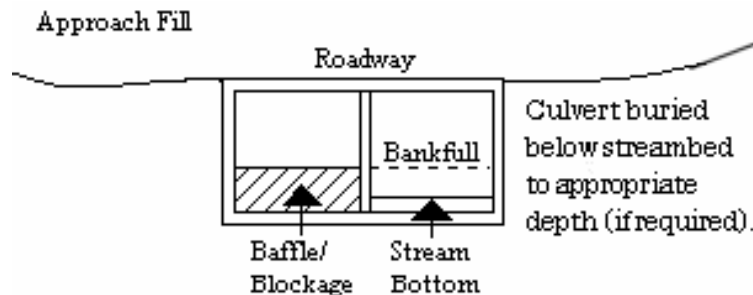
Installation of culverts in wetlands shall ensure continuity of water movement and be designed to adequately accommodate high water or flood conditions. When roadways, causeways, or other fill projects are constructed across FEMA-designated floodways or wetlands, openings such as culverts or bridges 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.

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A waiver from the depth specifications in this condition may be requested, in writing, by the permittee and issued by the Corp. This waiver request must be specific as to the reasons(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. 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.

b. 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.



c. 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. If the width of the culvert is wider than the stream channel, the culvert shall include multiple boxes/pipes, baffles, benches and/or sills to maintain the natural width of the stream channel. If multiple culverts/pipes/barrels are used, low flows shall be accommodated in one culvert/pipe and additional culverts/pipes shall be installed such that they receive only flows above bankfull.

10. **Utility Lines.** For all NWP that allow for the construction and installation of utility lines, the following conditions shall be applied:

a. Utility lines consisting of aerial electric power transmission lines crossing navigable waters of the U.S. (which are defined at 33 CFR part 329) must comply with the applicable minimum clearances specified in 33 CFR 322.5(i).

b. The work area authorized by this permit, including temporary and/or permanent fills, will be minimized to the greatest extent practicable. Justification for work corridors exceeding forty (40) feet in width is required and will be based on pipeline diameter and length, size of equipment required to construct the utility line, and other construction information deemed necessary to support the request. The permittee is required to provide this information to the Corps with the initial PCN package.

c. A plan to restore and re-vegetate wetland areas cleared for construction must be submitted with the required PCN. Cleared wetland areas shall be re-vegetated, as appropriate, with species of canopy, shrub, and herbaceous species. The permittee shall not use fescue grass or any other species identified as invasive or exotic species by the NC Native Plant Society (NCNPS): <https://ncwildflower.org/invasive-exotic-species-list/>.

d. Any permanently maintained corridor along the utility right of way within forested wetlands shall be considered a loss of aquatic function. A compensatory mitigation plan will be required for all such impacts associated with the requested activity if the activity requires a PCN and the cumulative total of permanent conversion of forested wetlands exceeds 0.1 acres, unless the District Engineer determines in writing that either some other form of mitigation would be more environmentally appropriate or the adverse effects of the proposed activity are minimal.

Where permanently maintained corridor within forested wetlands is 0.1 acres or less, the District Engineer may determine, on a case-by-case basis, that compensatory mitigation is required to ensure that the activity results in minimal adverse effects on the aquatic environment.

e. When directional boring or horizontal directional drilling (HDD) under waters of the U.S., including wetlands, permittees shall closely monitor the project for hydraulic fracturing or “fracking.” Any discharge from hydraulic fracturing or “fracking” into waters of the U.S., including wetlands, shall be reported to the appropriate Corps Regulatory Field Office within 48 hours. Restoration and/or compensatory mitigation may be required as a result of any unintended discharges.

11. **Temporary Access Fills.** 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 0.1 acres of wetlands or 0.02 acres 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.

12. **Federal Navigation Channel Setbacks.** Authorized structures and fills located in or adjacent to Federally authorized waterways must 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 to obtain a written verification prior to the construction of any structures or fills within the Federally Authorized Channel Setback.

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

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Service (USFWS) in regard 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 U.S. If the project is located on federal land, contact the Corps to determine the lead federal agency.

(1) A permittee using an 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 verification from the District Engineer, prior to commencing the activity, if the activity will involve any of the following:

- tree clearing/removal and/or, 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.



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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 PCN 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:

<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.

14. **West Indian Manatee Protection.** In order to protect the endangered West Indian manatee (*Trichechus manatus*) the Permittee shall implement the USFWS' Manatee Guidelines, and strictly adhere to all requirements therein. The guidelines can be found at <https://www.fws.gov/raleigh/pdfs/ManateeGuidelines2017.pdf>.

15. **ESA Programmatic Biological Opinions.** The Wilmington District, USFWS, NCDOT, and the FHWA have conducted programmatic Section 7(a)(2) consultation for a number of federally listed species and designated critical habitat (DCH), and programmatic consultation concerning other federally listed species and/or DCH may occur in the future. The result of completed programmatic consultation is a Programmatic Biological Opinion (PBO) issued by the USFWS. These PBOs contain mandatory terms and conditions to implement the reasonable and prudent measures that are associated with "incidental take" of whichever species or critical habitat is covered by a specific PBO. Authorization under NWPs is conditional upon the permittee's compliance with all the mandatory terms and conditions associated with incidental take of the applicable PBO (or PBOs), which are incorporated by reference in the NWPs. Failure to comply with the terms and conditions associated with incidental take of an applicable PBO, where a take of the federally listed species occurs, would constitute an unauthorized take by the permittee, and would also constitute permittee non-compliance with the authorization under the NWPs. If the terms and conditions of a specific PBO (or PBOs) apply to a project, the Corps will include this/these requirements in any NWP verification that may be issued for a project. For an activity/project that does not require a PCN, the terms and conditions of the applicable PBO(s) also apply to that non-notifying

activity/project. The USFWS is the appropriate authority to determine compliance with the terms and conditions of its PBO and the ESA. All PBOs can be found on our website at: <https://www.saw.usace.army.mil/Missions/Regulatory-Permit-Program/Agency-Coordination/ESA/>.

## 16. Work on Eastern Band of Cherokee Indian Land.

Notifying NWPs - All PCNs submitted for activities in waters of the U.S. on Eastern Band of Cherokee Indians (EBCI) trust land (i.e., Qualla Boundary and non-contiguous tracts of trust land located in portions of Swain, Jackson, Haywood, Graham and Cherokee Counties), must comply with the requirements of the latest MOU between the Wilmington District and the EBCI.

Non-notifying NWPs - Prior to the use of any non-notifying NWP for activities in waters of the U.S. on EBCI trust land (i.e., Qualla Boundary and non-contiguous tracts of trust land located in portions of Swain, Jackson, Haywood, Graham and Cherokee Counties), all prospective permittees must comply with the requirements of the latest MOU between the Wilmington District and the EBCI; this includes coordinating the proposed project with the EBCI Natural Resources Program and obtaining a Tribal Approval Letter from the Tribe.

The EBCI MOU can be found at the following URL: <http://saw-reg.usace.army.mil/FO/Final-MOU-EBCI-USACE.pdf>

## 17. 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 U.S. The structures and measures should be depicted on maps, surveys or drawings showing location and impacts to jurisdictional wetlands and streams.

### **C. REGIONAL CONDITIONS APPLICABLE TO NWP 3**

1. In designated trout watersheds, a PCN is not required for impacts to a maximum of 0.02 acres 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 C.3 above 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 0.008 acres; 2) temporary impacts to streams or waterbodies associated with dewatering to work in dry conditions exceeds 0.02 acres; 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).

### **D. SECTION 401 WATER QUALITY CERTIFICATION (WQC) AND/OR COASTAL ZONE MANAGEMENT ACT (CZMA) CONSISTENCY DETERMINATION SUMMARY AND APPLICABLE CONDITIONS**

The CZMA Consistency Determination and all Water Quality Certifications for the NWP's can be found at: <https://www.saw.usace.army.mil/Missions/Regulatory-Permit-Program/Permits/2017-Nationwide-Permits/>

ROY COOPER  
Governor

ELIZABETH S. BISER  
Secretary

RICHARD E. ROGERS, JR.  
Director



November 29, 2022

Mr. Kevin Barnett, Division Environmental Officer  
NCDOT, Division 14  
253 Webster Road  
Sylva, NC 28779

Subject: 401 Water Quality Certification Pursuant to Section 401 of the Federal Clean Water Act with  
ADDITIONAL CONDITIONS for the proposed bridge replacement of Bridge 174 and 175 on SR 1332 in  
Haywood County. NCDWR Project No. 20181716 V3

Dear Mr. Barnett:

Attached hereto is a copy of Certification No. 005265 issued to The North Carolina Department of Transportation dated November 29, 2022.

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

Sincerely,

DocuSigned by:

*Amy Chapman*

Richard E. Rogers, Jr., Director  
Division of Water Resources

Electronic copy only distribution:

Crystal Amschler, US Army Corps of Engineers Asheville Regulatory Field Office  
Amanetta Somerville, Environmental Protection Agency  
Dave McHenry, NC Wildlife Resources Commission  
Holland Youngman, US Fish and Wildlife Service

File Copy



**401 Water Quality Certification Pursuant to Section 401 of the Federal Clean Water Act with ADDITIONAL CONDITIONS**

**THIS CERTIFICATION** is issued in conformity with the requirements of Section 401 Public Laws 92-500 and 95-217 of the United States and subject to the North Carolina Division of Water Resources (NCDWR) Regulations in 15 NCAC 2H .0500. This certification authorizes the NCDOT to impact 405 linear feet of jurisdictional streams in Haywood County. The project shall be constructed pursuant to the application dated received October 12, 2022. This Certification replaces the Certification dated April 11, 2019. The authorized impacts are as described below:

**Stream Impacts in the French Broad River Basin**

Site	Permanent Fill in Intermittent Stream (linear ft)	Temporary Fill in Intermittent Stream (linear ft)	Permanent Fill in Perennial Stream (linear ft)	Temporary Fill in Perennial Stream (linear ft)	Total Stream Impact (linear ft)	Stream Impacts Requiring Mitigation (linear ft)
S1				100	100	0
S2			30		30	0
S3				55	55	0
S4				110	110	0
S5			20		20	0
S6			45		45	0
S7			45		45	0
<b>Total</b>			<b>140</b>	<b>265</b>	<b>405</b>	<b>0</b>

**Total Stream Impact for Project: 140 linear feet of permanent and 265 linear feet of temporary.**

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

This approval is only valid for the purpose and design that you submitted in your application dated received October 12, 2022. Should your project change, you are required to 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 any additional wetland impacts, or stream impacts, for this project (now or in the future) exceed 0.1 acre or 300 linear feet, respectively, additional compensatory mitigation may be required as described in 15A NCAC 2H .0506 (c) (2) and (4).

For this approval to remain valid, you are required to comply with all the conditions listed below. In addition, you should obtain all other federal, state or local permits before proceeding with your project including (but not limited to) Sediment and Erosion control, Coastal Stormwater, Non-discharge and Water Supply watershed regulations. This Certification shall expire on the same day as the expiration date of the corresponding Corps of Engineers Permit.

**Conditions of Certification:**

**Project Specific Conditions**

1. The NCDOT Division Environmental Officer or Environmental Assistant will conduct a pre-construction meeting with all appropriate staff to ensure that the project supervisor and essential staff



understand potential issues at the permitted site. NCDWR staff shall be invited to the pre-construction meeting. [15A NCAC 02H.0506(b)(2) and (b)(3)]

2. Big Creek is classified C; Trout; HQW waters of the State. For projects impacting waters classified by the NC Environmental Management Commission as Trout (Tr), High Quality Waters (HQW), or Water Supply I or II (WSI, WSII) stormwater shall be directed to vegetated buffer areas, grass-lined ditches or other means appropriate to the site for the purpose of pre-treating storm water runoff prior to discharging directly into streams. Mowing of existing vegetated buffers is strongly discouraged.
3. The permittee will need to adhere to all appropriate in-water work moratoria (including the use of pile driving or vibration techniques) prescribed by the NC Wildlife Resources Commission. No in-water work is permitted between October 15 and April 15 of any year, without prior approval from the NC Division of Water Resources and the NC Wildlife Resources Commission.

In-stream work and land disturbance within the 25-foot buffer zone are prohibited during the trout-spawning season of October 15 through April 15 to protect the egg and fry stages of trout.

4. The permittee shall use Design Standards in Sensitive Watersheds (15A NCAC 4B.0124[a]-[e]) in areas draining to Trout waters. However, due to the size of the project, the NCDOT shall not be required to meet 15A NCAC 4B .0124(a) regarding the maximum amount of uncovered acres.
5. As a condition of this 401 Water Quality Certification, the 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)]
6. Bridge deck drains shall not discharge directly into the stream. 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. To meet the requirements of NCDOT's NPDES permit NCS000250, please refer to the most recent version of the *North Carolina Department of Transportation Stormwater Best Management Practices Toolbox* manual for approved measures. [15A NCAC 02H .0507(d)(2) and 15A NCAC 02H .0506(b)(5)]
7. No drill slurry or water that has been in contact with uncured concrete shall be allowed to enter surface waters. This water shall be captured, treated, and disposed of properly. [15A NCAC 02H .0506(b)(3)]

## General Conditions

1. Unless otherwise approved in this certification, placement of culverts and other structures in open waters and streams shall be placed below the elevation of the streambed by one foot for all culverts with a diameter greater than 48 inches, and 20 percent of the culvert diameter for culverts having a diameter less than 48 inches, to allow low flow passage of water and aquatic life. Design and placement of culverts and other structures including temporary erosion control measures shall not be conducted in a manner that may result in dis-equilibrium of wetlands or streambeds or banks, adjacent to or upstream and downstream of the above structures. The applicant is required to provide evidence that the equilibrium is being maintained if requested in writing by NCDWR. If this condition is unable to be met due to bedrock or other limiting features encountered during construction, please contact NCDWR for guidance on how to proceed and to determine whether or not a permit modification will be required. [15A NCAC 02H.0506(b)(2)]
2. If concrete is used during construction, a dry work area shall be maintained to prevent direct contact between curing concrete and stream water. Water that inadvertently contacts uncured concrete shall not be discharged to surface waters due to the potential for elevated pH and possible aquatic life and fish kills. [15A NCAC 02B.0200]



3. During the construction of the project, no staging of equipment of any kind is permitted in waters of the U.S. or protected riparian buffers. [15A NCAC 02H.0506(b)(2)]
4. The dimension, pattern, and profile of the stream above and below the crossing shall not be modified. Disturbed floodplains and streams shall be restored to natural geomorphic conditions. [15A NCAC 02H.0506(b)(2)]
5. The use of rip-rap above the Normal High Water Mark shall be minimized. Any rip-rap placed for stream stabilization shall be placed in stream channels in such a manner that it does not impede aquatic life passage. [15A NCAC 02H.0506(b)(2)]
6. The Permittee shall ensure that the final design drawings adhere to the permit and to the permit drawings submitted for approval. [15A NCAC 02H .0507(c) and 15A NCAC 02H .0506 (b)(2) and (c)(2)]
7. All work in or adjacent to stream waters shall be conducted in a dry work area. Approved BMP measures from the most current version of NCDOT Construction and Maintenance Activities manual such as sandbags, rock berms, cofferdams and other diversion structures shall be used to prevent excavation in flowing water. [15A NCAC 02H.0506(b)(3) and (c)(3)]
8. Heavy equipment shall be operated from the banks rather than in the stream channel in order to minimize sedimentation and reduce the introduction of other pollutants into the stream. [15A NCAC 02H.0506(b)(3)]
9. All mechanized equipment operated near surface waters must be regularly inspected and maintained to prevent contamination of stream waters from fuels, lubricants, hydraulic fluids, or other toxic materials. [15A NCAC 02H.0506(b)(3)]
10. No rock, sand or other materials shall be dredged from the stream channel except where authorized by this certification. [15A NCAC 02H.0506(b)(3)]
11. Discharging hydroseed mixtures and washing out hydro seeders and other equipment in or adjacent to surface waters is prohibited. [15A NCAC 02H.0506(b)(3)]
12. The permittee and its authorized agents shall conduct its activities in a manner consistent with State water quality standards (including any requirements resulting from compliance with §303(d) of the Clean Water Act) and any other appropriate requirements of State and Federal law. If the NCDWR determines that such standards or laws are not being met (including the failure to sustain a designated or achieved use) or that State or federal law is being violated, or that further conditions are necessary to assure compliance, the NCDWR may reevaluate and modify this certification. [15A NCAC 02B.0200]
13. All fill slopes located in jurisdictional wetlands shall be placed at slopes no flatter than 3:1, unless otherwise authorized by this certification. [15A NCAC 02H.0506(b)(2)]
14. A copy of this Water Quality Certification shall be maintained on the construction site at all times. In addition, the Water Quality Certification and all subsequent modifications, if any, shall be maintained with the Division Engineer and the on-site project manager. [15A NCAC 02H .0507(c) and 15A NCAC 02H .0506 (b)(2) and (c)(2)]
15. The outside buffer, wetland or water boundary located within the construction corridor approved by this authorization shall be clearly marked by highly visible fencing prior to any land disturbing activities. Impacts to areas within the fencing are prohibited unless otherwise authorized by this certification. [15A NCAC 02H.0501 and .0502]
16. The issuance of this certification does not exempt the Permittee from complying with any and all statutes, rules, regulations, or ordinances that may be imposed by other government agencies (i.e. local, state, and



federal) having jurisdiction, including but not limited to applicable buffer rules, stormwater management rules, soil erosion and sedimentation control requirements, etc.

17. The Permittee shall report any violations of this certification to the Division of Water Resources within 24 hours of discovery. [15A NCAC 02B.0506(b)(2)]
18. Upon completion of the project (including any impacts at associated borrow or waste sites), the NCDOT Division Engineer shall complete and return the enclosed "Certification of Completion Form" to notify the NCDWR when all work included in the 401 Certification has been completed. [15A NCAC 02H.0502(f)]
19. 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 02B.0506(b)(2)]
20. 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)]
21. 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.
22. Sediment and erosion control measures shall not be placed in wetlands or waters unless otherwise approved by this Certification. [15A NCAC 02H.0506(b)(3) and (c)(3)]

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

This approval and its conditions are final and binding unless contested [G.S. 143-215.5]. Please be aware that impacting waters without first applying for and securing the issuance of a 401 Water Quality Certification violates Title 15A of the North Carolina Administrative Code (NCAC) 2H .0500. Title 15A NCAC 2H .0500 requires certifications pursuant to Section 401 of the Clean Water Act whenever construction or operation of facilities will result in a discharge into navigable waters, including wetlands, as described in 33 Code of Federal Regulations (CFR) Part 323. It also states any person desiring issuance of the State certification or coverage under a general certification required by Section 401 of the Federal Water Pollution Control Act shall file with the Director of the North Carolina Division of Water Quality. Pursuant to G.S. 143-215.6A, these violations and any future violations are subject to a civil penalty assessment of up to a maximum of \$25,000.00 per day for each violation.



This Certification can be contested as provided in Chapter 150B of the North Carolina General Statutes by filing a Petition for a Contested Case Hearing (Petition) with the North Carolina Office of Administrative Hearings (OAH) within sixty (60) calendar days. Requirements for filing a Petition are set forth in Chapter 150B of the North Carolina General Statutes and Title 26 of the North Carolina Administrative Code. Additional information regarding requirements for filing a Petition and Petition forms may be accessed at <http://www.ncoah.com/> or by calling the OAH Clerk's Office at (919) 431-3000.

A party filing a Petition must serve a copy of the Petition on:

William F. Lane, General Counsel  
Department of Environmental Quality  
1601 Mail Service Center  
Raleigh, NC 27699-1601

If the party filing the Petition is not the permittee, then the party must also serve the recipient of the Certification in accordance with N.C.G.S 150B-23(a).

This the 29th day of November, 2022

DIVISION OF WATER RESOURCES

DocuSigned by:  
*Amy Chapman*  
9C9886312DCD474...

Richard E. Rogers, Jr., Director

WQC No. 005265







Water Strategy, Hydro Licensing,  
and Lake Services

Duke Energy  
525 S. Tryon Street  
Mail Code DEP - 35B  
Charlotte, NC 28202

October 31, 2023

North Carolina Department of Transportation  
c/o Wanda Payne  
345 Toot Hollow Rd  
Bryson City, NC 28713

Subject: Conveyance Application Approval  
Replacement of Bridges No. 174 and No. 175 over Big Creek

Dear Ms. Payne:

The application to replace the existing bridges No. 174 and No. 175 within the Project Boundary of the Walters Hydroelectric Project No. 432 in Haywood County NC has been approved by Duke Energy Lake Services.

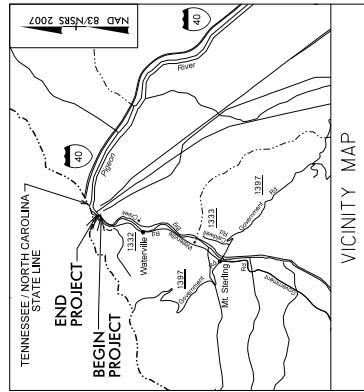
- 1) The removal of the existing bridges and the installation of the new bridges shall be conducted in accordance with the methods presented in the Conveyance Permit Applications for NC Project 14SP.20441.1 submitted on January 3, 2022 and NC Project 14SP.20441.2 submitted on August 16, 2022.
- 2) Duke Energy Lake Services should be notified when construction is initiated and when construction is completed. **The construction must be completed as explained in the application AND within 18 months of the date of this letter.**

If you have any questions or concerns, please feel free to contact me by phone at 828-369-4513 or by e-mail at [kevin.holland@duke-energy.com](mailto:kevin.holland@duke-energy.com).

Sincerely,

A handwritten signature in black ink that reads "Kevin Holland". The signature is written in a cursive, flowing style.

Kevin Holland  
Duke Energy Lake Services Representative  
Duke Energy Carolinas, LLC



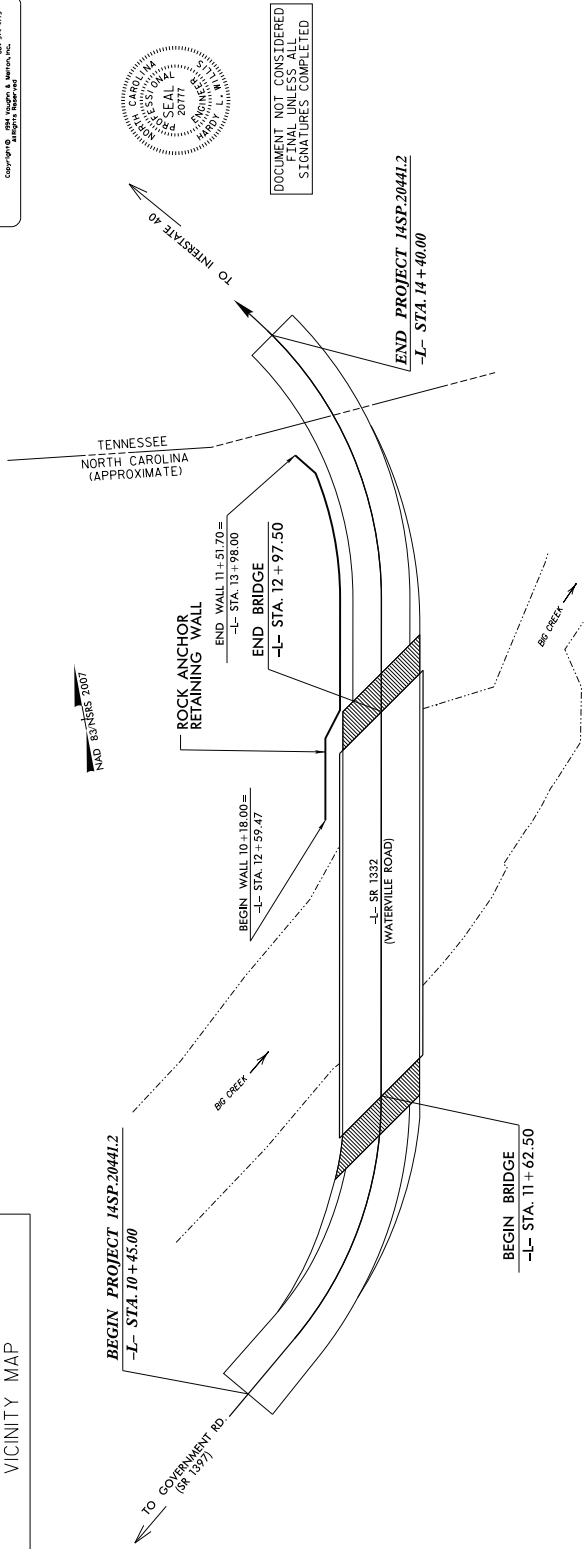
STATE OF NORTH CAROLINA  
DIVISION OF HIGHWAYS  
**HAYWOOD COUNTY**  
LOCATION: BRIDGE NO. 174 OVER BIG CREEK  
ON SR 1332 (WATERVILLE ROAD)

TYPE OF WORK: GRADING, DRAINAGE, PAVING AND STRUCTURE

STATE	PROJECT NUMBER	DATE	REVISION
N.C.	14SP.20441.2		
BY DATE	BY DATE	BY DATE	BY DATE
14SP.20441.2	N/A	14SP.20441.2	P.E.
14SP.20441.2	N/A	14SP.20441.2	R/W
14SP.20441.2	N/A	14SP.20441.2	CONST.

**VSM**  
Vaughan & Melton  
Consulting Engineers  
Asheville, North Carolina  
828-255-5796  
copy@vsm.com www.vsm-engineers.com

Charlotte, NC  
 North Carolina  
 Tri-Cities, TN  
 Knoxville, TN  
 Memphis, TN  
 Nashville, TN  
 South Carolina  
 Virginia, VA  
 West Virginia, WV  
 Kentucky, KY  
 Missouri, MO  
 Oklahoma, OK  
 Texas, TX  
 Florida, FL  
 Georgia, GA  
 Alabama, AL  
 Louisiana, LA  
 Mississippi, MS  
 Arkansas, AR  
 Louisiana, LA  
 Texas, TX  
 Oklahoma, OK  
 Missouri, MO  
 Illinois, IL  
 Indiana, IN  
 Ohio, OH  
 Pennsylvania, PA  
 Maryland, MD  
 Delaware, DE  
 New Jersey, NJ  
 New York, NY  
 Connecticut, CT  
 Massachusetts, MA  
 Rhode Island, RI  
 Vermont, VT  
 New Hampshire, NH  
 Maine, ME  
 Alaska, AK  
 Hawaii, HI



DOCUMENT NOT CONSIDERED FINAL UNLESS ALL SIGNATURES COMPLETED



**STRUCTURES**

**DESIGN DATA**

ADT 2012 = 440  
ADT 2025 = 600  
\* T = 6 %  
V = 15 MPH  
\* TST = 3 DUAL = 3

FUNC CLASS = LOCAL RURAL  
SUB-REGIONAL TIER

**PROJECT LENGTH**

LENGTH ROADWAY PROJECT 14SP.20441.2 = 0.049 MI.  
LENGTH STRUCTURE PROJECT 14SP.20441.2 = 0.026 MI.  
TOTAL LENGTH OF PROJECT 14SP.20441.2 = 0.075 MI.

Prepared in the Office of:  
**VAUGHAN & MELTON**  
1318 E. PELTON AVE.  
ASHEVILLE, NC 28801  
FOR THE NORTH CAROLINA DIVISION OF HIGHWAYS  
200 STANDARD SPECIFICATIONS

LETTING DATE:  
JUNE 25, 2019

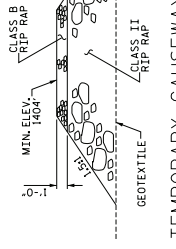
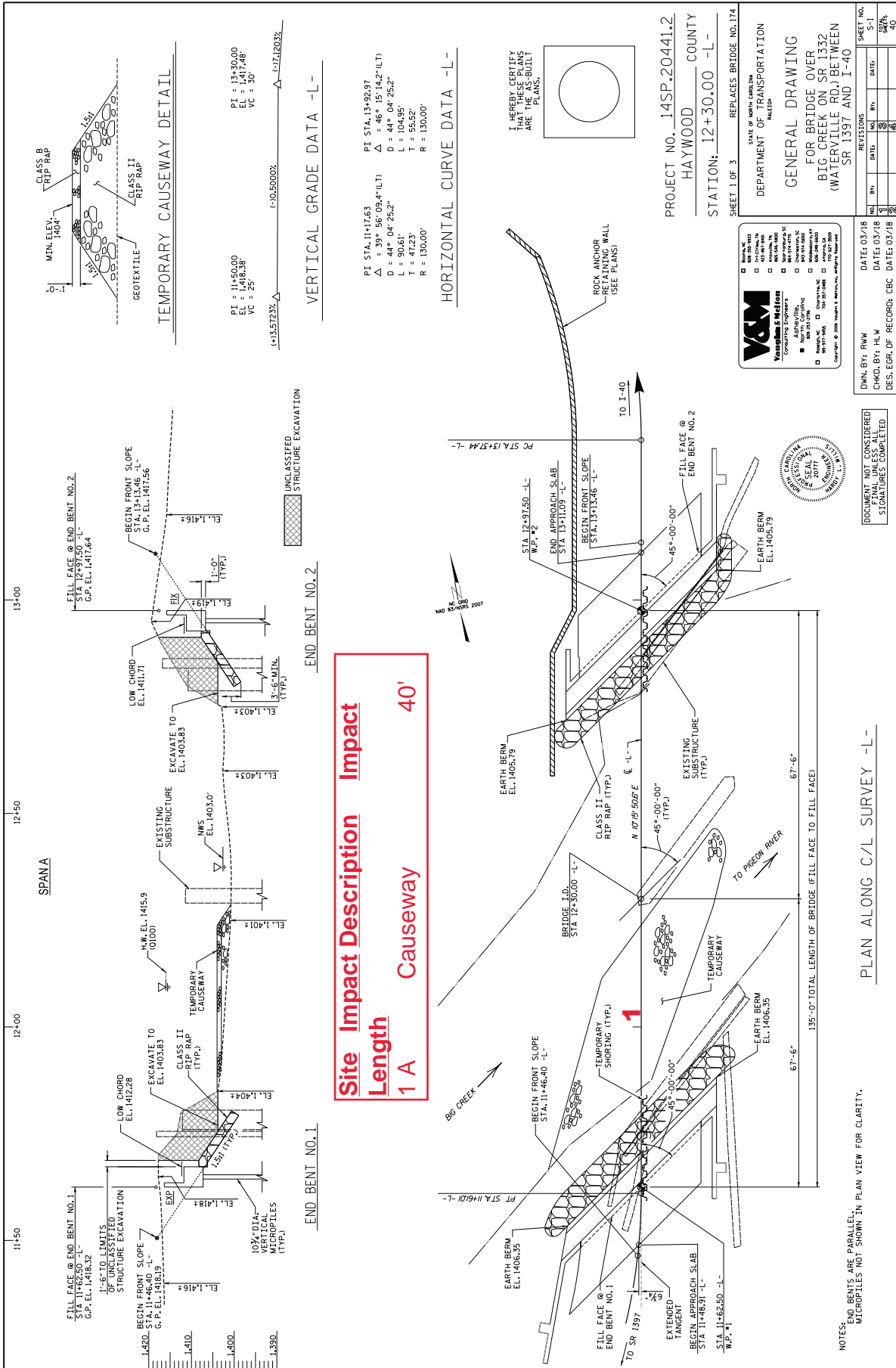
HARDY WILLIS, PE  
PROJECT ENGINEER

CHRISTOPHER CORDELL, PE  
PROJECT DESIGN ENGINEER



PROJECT: 14SP.20441.2

CONTRACT: DN00122



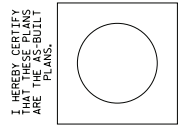
PT = 11+50.00  
 EL = 1,418.38'  
 VC = 25'  
 PI = 13+30.00  
 EL = 1,417.48'  
 VC = 30'

VERTICAL GRADE DATA -L-

HORIZONTAL CURVE DATA -L-

PI STA. 11+17.63  
 $\Delta = 191^\circ 56' 09.4''$  (LT)  
 $D = 46^\circ 15' 14.2''$  (LT)  
 $L = 90.61'$   
 $T = 47.23'$   
 $R = 130.00'$

PI STA. 13+92.97  
 $\Delta = 46^\circ 15' 14.2''$  (LT)  
 $D = 44^\circ 04' 25.2''$   
 $L = 104.95'$   
 $T = 55.52'$   
 $R = 130.00'$



PROJECT NO. 14SP.20441.2  
 HAYWOOD COUNTY  
 STATION: 12+30.00 -L-

STATE OF NORTH CAROLINA  
 DEPARTMENT OF TRANSPORTATION

GENERAL DRAWING  
 FOR BRIDGE OVER  
 BIG CREEK ON SR 1332  
 (WATERVILLE RD.) BETWEEN  
 SR 1397 AND I-40

REVISIONS		DATE	BY	NO.

SHEET NO. 5-1  
 DATE: 03/18  
 CHKD. BY: HLM  
 DES. EGR. OF RECORD: CBC  
 DATE: 03/18

**V&M**  
 Consulting Engineers

DATE: 03/18  
 DATE: 03/18  
 DATE: 03/18

DESIGNED BY: RWK  
 CHECKED BY: HLM  
 DESIGNED BY: RWK  
 CHECKED BY: HLM

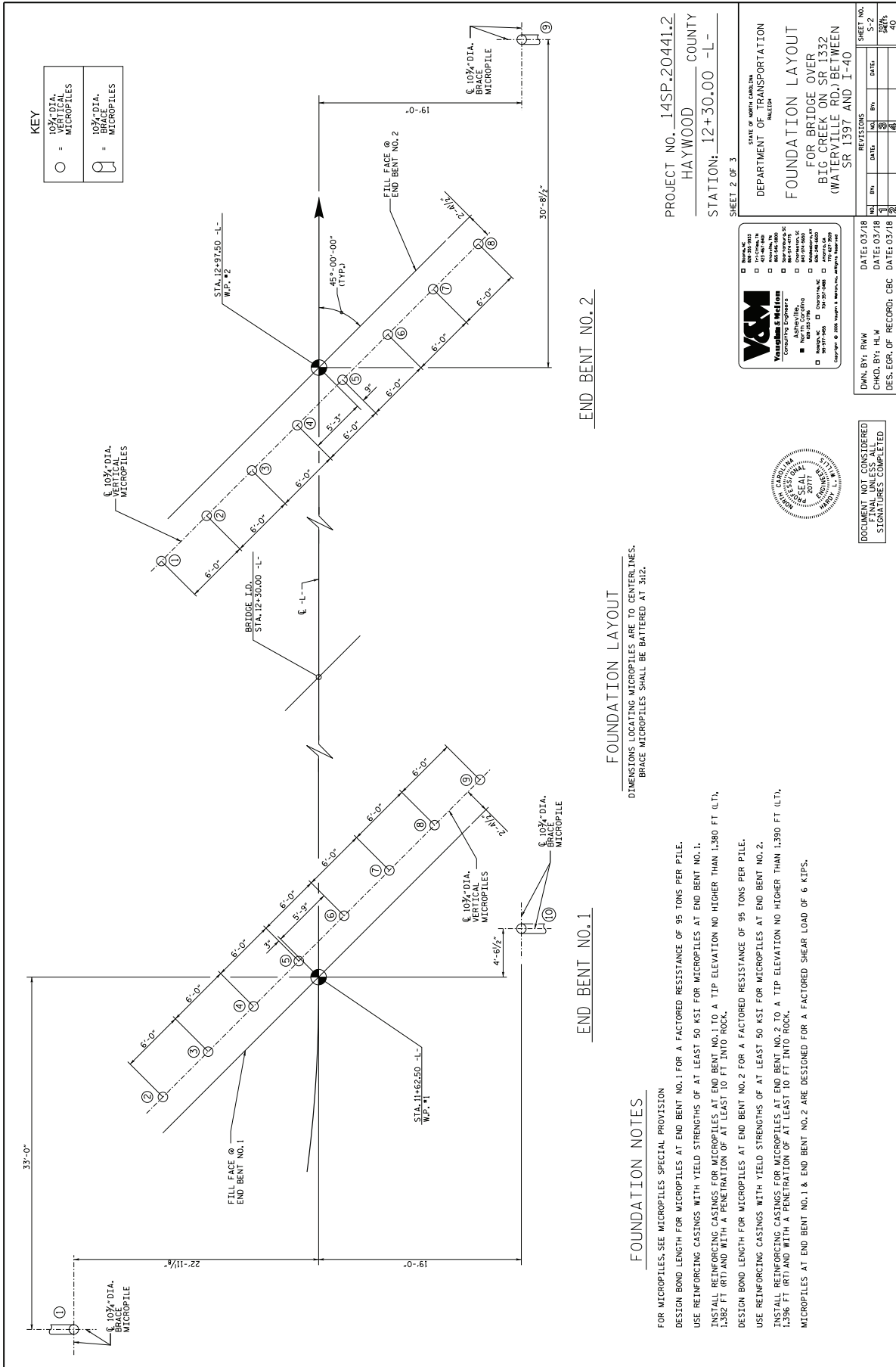
DATE: 03/18  
 DATE: 03/18  
 DATE: 03/18

**Site Impact Description Impact Length 1 A Causeway 40'**

DOCUMENT NOT CONSIDERED VALID UNLESS SIGNED AND SEALED BY A LICENSED PROFESSIONAL ENGINEER

PLAN ALONG C/L SURVEY -L-

NOTES:  
 ENDS BENTS ARE PARALLEL;  
 MICROPILES NOT SHOWN IN PLAN VIEW FOR CLARITY.



KEY

○	10 1/2" DIA. VERTICAL MICROPILES
□	10 1/4" DIA. HORIZONTAL MICROPILES

END BENT NO. 2

END BENT NO. 1

FOUNDATION LAYOUT

DIMENSIONS LOCATING MICROPILES ARE TO CENTERLINES. BRACE MICROPILES SHALL BE BATTERED AT 3:12.

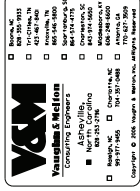
FOUNDATION NOTES

- FOR MICROPILES, SEE MICROPILES SPECIAL PROVISION
- DESIGN BOND LENGTH FOR MICROPILES AT END BENT NO. 1 FOR A FACTORED RESISTANCE OF 95 TONS PER PILE.
- USE REINFORCING CASINGS WITH YIELD STRENGTHS OF AT LEAST 50 KSI FOR MICROPILES AT END BENT NO. 1.
- INSTALL REINFORCING CASINGS FOR MICROPILES AT END BENT NO. 1 TO A TIP ELEVATION NO HIGHER THAN 1,380 FT (LT), 1,382 FT (RT) AND WITH A PENETRATION OF AT LEAST 10 FT INTO ROCK.
- DESIGN BOND LENGTH FOR MICROPILES AT END BENT NO. 2 FOR A FACTORED RESISTANCE OF 95 TONS PER PILE.
- USE REINFORCING CASINGS WITH YIELD STRENGTHS OF AT LEAST 50 KSI FOR MICROPILES AT END BENT NO. 2.
- INSTALL REINFORCING CASINGS FOR MICROPILES AT END BENT NO. 2 TO A TIP ELEVATION NO HIGHER THAN 1,390 FT (LT), 1,396 FT (RT) AND WITH A PENETRATION OF AT LEAST 10 FT INTO ROCK.
- MICROPILES AT END BENT NO. 1 & END BENT NO. 2 ARE DESIGNED FOR A FACTORED SHEAR LOAD OF 6 KIPS.

PROJECT NO. 14SP.20441.2  
 HAYWOOD COUNTY  
 STATION: 12+30.00 -L-

SHEET 2 OF 3

STATE OF NORTH CAROLINA		SHEET NO.	
DEPARTMENT OF TRANSPORTATION		5-2	
SECTION		5876	
FOUNDATION LAYOUT		40	
FOR BRIDGE OVER			
BIG CREEK ON SR 1332			
(WATERVILLE RD.) BETWEEN			
SR 1397 AND I-40			

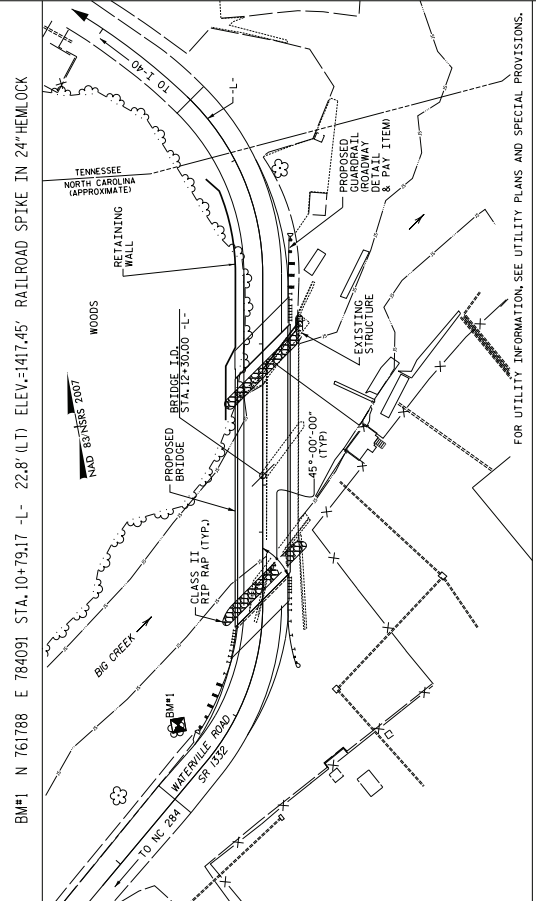


DWN. BY: RWK	DATE: 03/18
CHKD. BY: HLM	DATE: 03/18
DES. EGR. OF RECORD: CBC	DATE: 03/18

DOCUMENT NOT CONSIDERED FINAL UNLESS ALL SIGNATURES COMPLETED

GENERAL NOTES:

ASSUMED LIVE LOAD = HL-93 OR ALTERNATE LOADING.  
 THIS BRIDGE HAS BEEN DESIGNED IN ACCORDANCE WITH THE AASHTO LRFD BRIDGE DESIGN SPECIFICATIONS.  
 THIS BRIDGE IS LOCATED IN SEISMIC ZONE 1.  
 FOR OTHER DESIGN DATA AND GENERAL NOTES, SEE STANDARD SHEET 301.  
 FOR SUBMITTAL OF WORKING DRAWINGS, SEE SPECIAL PROVISIONS.  
 FOR FALSBOROUGH AND FORTMORRIS, SEE SPECIAL PROVISIONS.  
 FOR CRANE SAFETY, SEE SPECIAL PROVISIONS.  
 FOR GROUT FOR STRUCTURES, SEE SPECIAL PROVISIONS.  
 THE CONTRACTOR SHALL USE A MINIMUM OF ONE TEMPORARY BENT FOR EACH STAGE FOR THE ERECTION OF STEEL PLATE GIRDER. SEE GROUND ERECTION DETAILS SHEET.  
 FOR TEMPORARY BENT, SEE SPECIAL PROVISIONS. PAYMENT FOR EACH STAGE FOR THE ERECTION OF STEEL PLATE GIRDER SHALL BE PRICED BID FOR STRUCTURAL STEEL.  
 REMOVABLE FORMS MAY BE USED IN LIEU OF METAL STAY-IN-PLACE FORMS IN ACCORDANCE WITH ARTICLE 420-3 OF THE STANDARD SPECIFICATIONS.  
 NEEDLE BEAMS WILL NOT BE ALLOWED UNLESS OTHERWISE CALLED FOR ON THE PLANS OR APPROVED BY THE ENGINEER.  
 ALL STRUCTURAL STEEL SHALL BE AASHTO M270 GRADE 50W AND PAINTED IN ACCORDANCE WITH SYSTEM 5 OR SYSTEM 6. THE CONTRACTOR SHALL PROVIDE PROTECTION FOR ALL STRUCTURAL STEEL IN ACCORDANCE WITH ARTICLE 442-8 OF THE STANDARD SPECIFICATIONS UNLESS OTHERWISE NOTED ON THE PLANS.  
 INASMUCH AS THE PAINT SYSTEM ON THE EXISTING STRUCTURAL STEEL CONTAINS LEAD, THE CONTRACTOR'S ATTENTION IS DIRECTED TO THE PROTECTION OF THE ENVIRONMENT AND THE PUBLIC. THE CONTRACTOR SHALL COMPLY WITH APPLICABLE STATE OR FEDERAL REGULATIONS PERTAINING TO HANDLING OF MATERIALS CONTAINING LEAD.  
 THE CLASS AA CONCRETE IN THE BRIDGE DECK SHALL CONTAIN 5% SLASH OF GROUND GRANULATED BLAST FURNACE SLAG AT THE TIME OF PLACEMENT. THE CONTRACTOR SHALL COMPLY WITH THE STANDARD SPECIFICATIONS, NO. 1024-5 AND 1024-6 OF THE STANDARD SPECIFICATIONS. NO PAYMENT WILL BE MADE FOR THIS CONSTRUCTION UNLESS THE CONTRACTOR PROVIDES EVIDENCE TO THE COST OF THE REINFORCED CONCRETE DECK SLAB.  
 FOR CONSTRUCTION, MAINTENANCE, AND REMOVAL OF TEMPORARY ACCESS, SEE SPECIAL PROVISIONS.  
 AT THE CONTRACTOR'S OPTION, AND UPON REMOVAL OF THE CAUSEWAY, THE CLASS II RIP RAP USED IN THE CAUSEWAY MAY BE PLACED AS A RIP RAP SLOPE PROTECTION, SEE SPECIAL PROVISIONS FOR CONSTRUCTION, MAINTENANCE, AND REMOVAL OF TEMPORARY ACCESS AT STATION 12+30.00 -L-.



LOCATION SKETCH

DESIGN DISCHARGE = 5300 CFS  
 DESIGN FREQUENCY = 25 YRS  
 DESIGN HW ELEVATION = 1414.4 FT  
 BASE DISCHARGE = 7000 CFS  
 BASE FREQUENCY = 100 YRS  
 BASE HW ELEVATION = 1415.9 FT

OVERTOPPING FLOOD DATA  
 OVERTOPPING DISCHARGE = 9900 CFS  
 OVERTOPPING FREQUENCY = 500 YRS  
 OVERTOPPING ELEVATION = 1416.6 FT  
 DRAINAGE AREA = 36.2 SQ. MI.



DOCUMENT NOT CONSIDERED  
 SIGNATURES COMPLETED

**V&M**  
 Consulting Engineers  
 1000 W. 10th St.  
 Raleigh, NC 27601  
 Phone: 919.781.1100  
 Fax: 919.781.1101  
 Website: www.vandm.com

PROJECT NO. 14SP.20441.2  
 HAYWOOD COUNTY  
 STATION: 12+30.00 -L-

STATE OF NORTH CAROLINA  
 DEPARTMENT OF TRANSPORTATION  
 SECTION  
 GENERAL DRAWING  
 FOR BRIDGE OVER  
 BIG CREEK ON SR 1332  
 (WATERVILLE RD.) BETWEEN  
 SR 1397 AND I-40

NO.	BY	DATE	REV.	DATE
1			1	
2			2	

REVISIONS

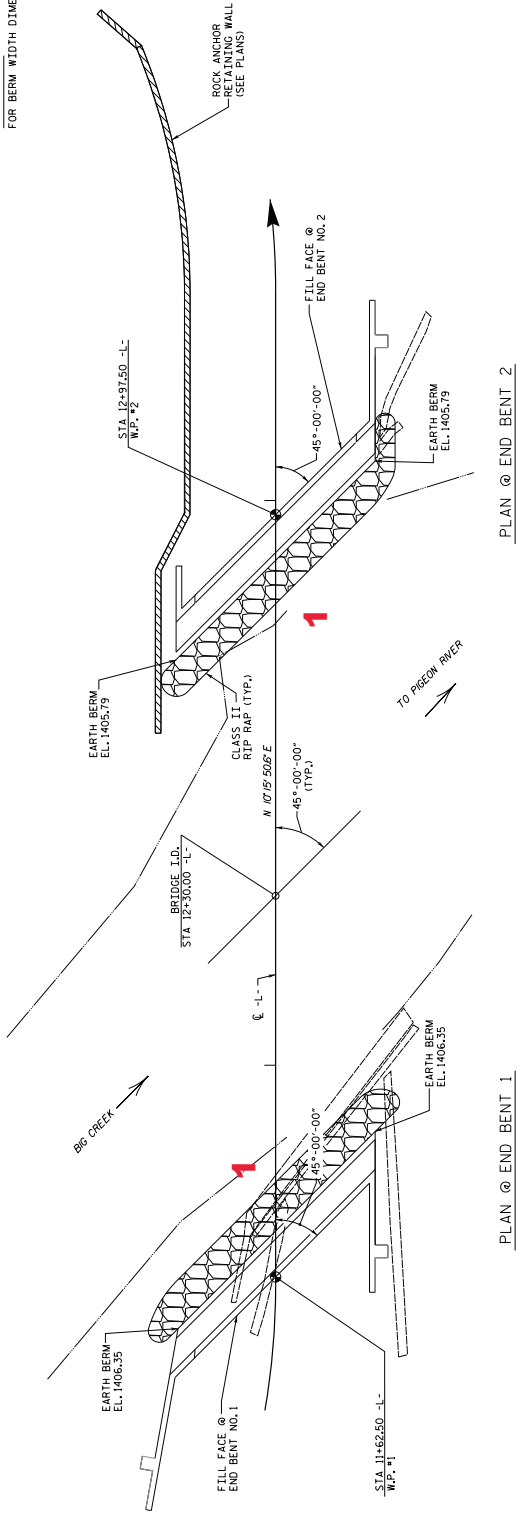
SHEET NO. 5-3  
 OF 40

TOTAL BILL OF MATERIAL

ITEM	DESCRIPTION	UNITS	QUANTITY	APPROX. VALUE
1	CLASS II CONCRETE (2'-0" THICK) PARAPET	CU. YDS.	140.9	3,809
2	CLASS II CONCRETE (2'-0" THICK) BRIDGE SLABS	CU. YDS.	140.9	3,809
3	REINFORCING STEEL	REINFORCING STEEL	13,689	7,508
4	STEEL RAIL	REINFORCING STEEL	6,181	6,181
5	2-BAR METAL RAIL	REINFORCING STEEL	13,689	7,508
6	1'-2" X 2'-6" CONCRETE PARAPET	TONS	240	240
7	RIP RAP CLASS II (2'-0" THICK)	TONS	210	210
8	GEOTEXTILE FOR DRAINAGE	SO. YDS.	475	475
9	ELASTOMERIC BEARINGS	LUMP SUM	19	19
10	FOAM JOINT SEALS	LUMP SUM	10	10
11	10#-DIA. MICROPILES	LUMP SUM	19	19
TOTAL				

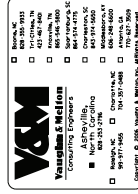
DWG. BY: RWK	DATE: 03/18
CHKD. BY: HLM	DATE: 03/18
DES. EGR. OF RECORD: CBC	DATE: 03/18

NOTES :  
FOR BERM WIDTH DIMENSIONS, SEE GENERAL DRAWING.



ESTIMATED QUANTITIES			
BRIDGE @ STA. 12+30.00 -L-	RIP RAP CLASS II (2" OF THICK)	GEOMETRICAL FOR DRAINAGE	
	TONS	SQUARE YARDS	
END BENT 1	220	240	
END BENT 2	210	235	

PROJECT NO. 14SP.20441.2  
HAYWOOD COUNTY  
STATION: 12+30.00 -L-



STATE OF NORTH CAROLINA  
DEPARTMENT OF TRANSPORTATION  
SECTION

RIP RAP

REVISIONS		SHEET NO.	
NO.	DATE	NO.	DATE
1		5-38	
2		38/15	
3		40	

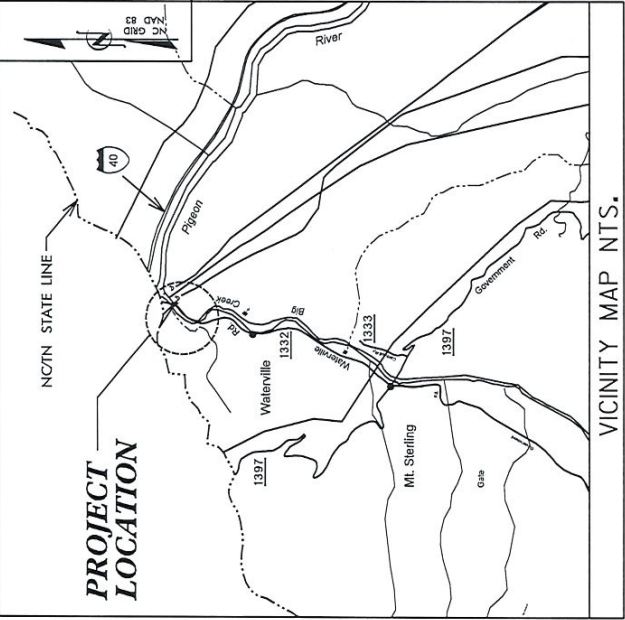
DWN. BY: RWK  
CHKD. BY: HLM  
DES. EGR. OF RECORD: CBC  
DATE: 03/18  
DATE: 03/18  
DATE: 03/18

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SIGNATURES COMPLETED

**Site Impact**  
**Length Description**  
**1B Rip-rap (Bank Stabilization)**  
**Impact**  
**30'**

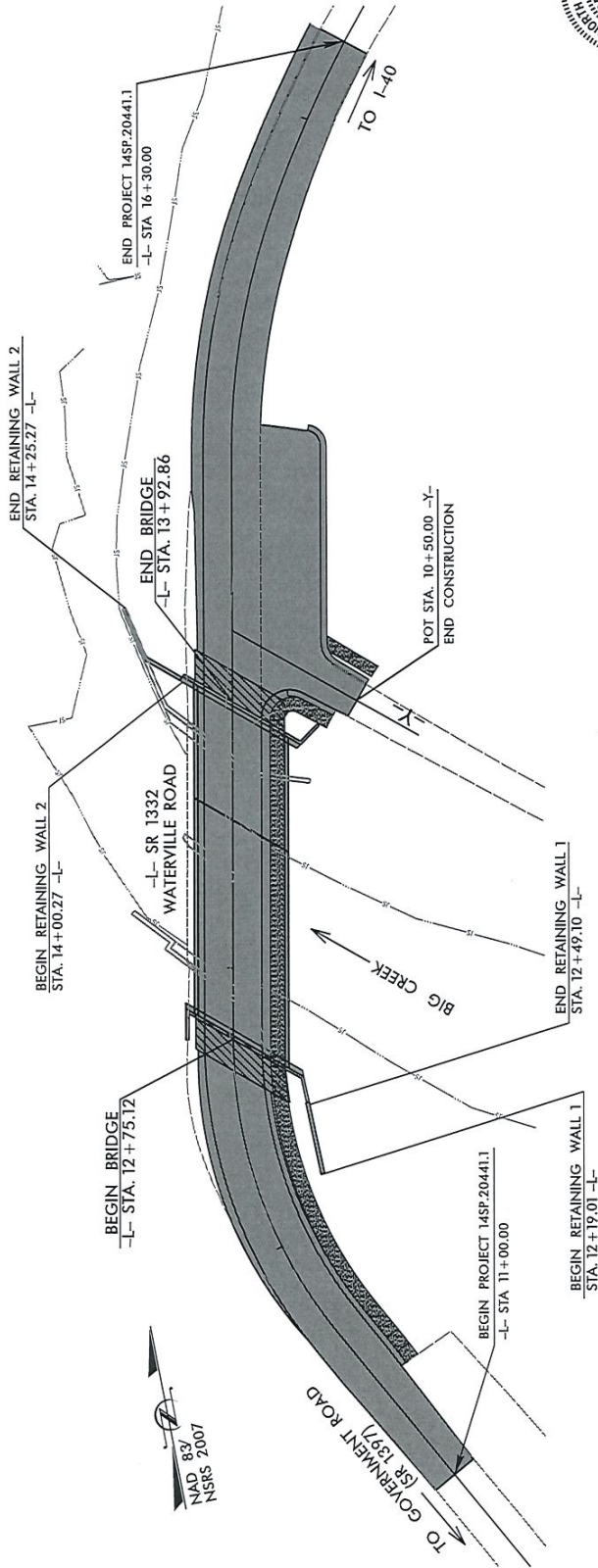
PROJ. NO.: 14SP.20441.1

CONTRACT: DN00116



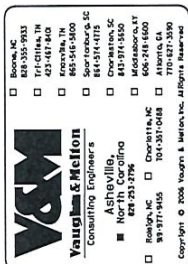
STATE OF NORTH CAROLINA  
DIVISION OF HIGHWAYS  
**HAYWOOD COUNTY**

BRIDGE NO. 175 OVER BIG CREEK  
ON SR 1332 (WATERVILLE RD)



DOCUMENT NOT CONSIDERED  
FINAL UNLESS ALL  
SIGNATURES COMPLETED

REVISION DATE:  
MAR. 08, 2018



STATE	STATE PROJECT REFERENCE NO.	SHEET NO.	TOTAL SHEETS
N.C.	14SP.20441.1		
STATE PROJ. NO.	P.A. PROJ. NO.	DESCRIPTION	
14SP.20441.1		PE	
14SP.20441.1		ROW, UTIL	
14SP.20441.1		CONST.	

**STRUCTURES**



**DESIGN DATA**  
ADT 2010 = 450  
ADT 2025 = 600  
\* T = 6 %  
V = 25 MPH  
\* TTST = 3 DUAL = 3  
FUNCT. CLASS = RURAL LOCAL  
SUB-REGIONAL TIER

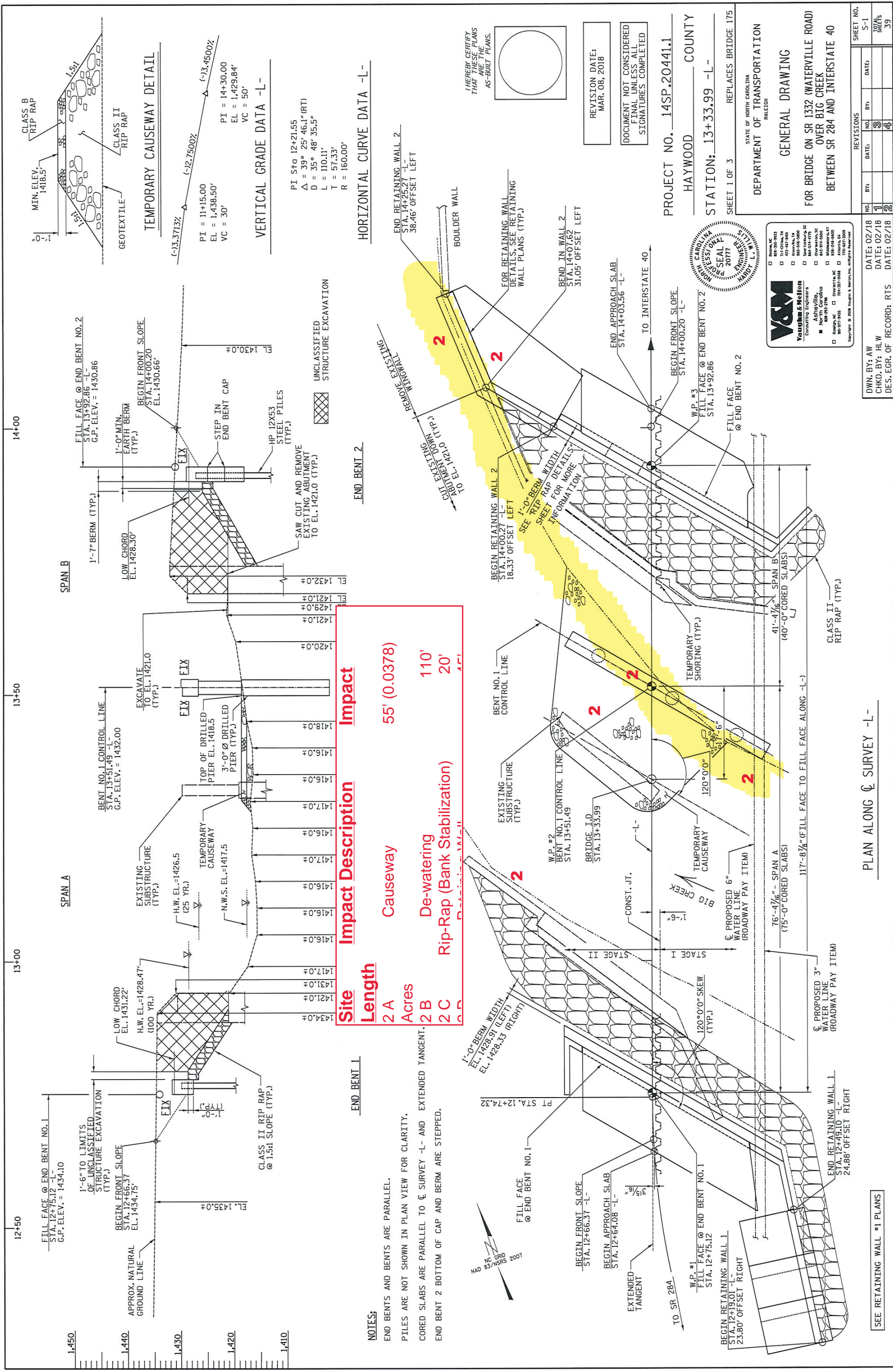
**PROJECT LENGTH**  
LENGTH ROADWAY PROJECT 14SP.20441.1 = 0.078 MI.  
LENGTH STRUCTURE PROJECT 14SP.20441.1 = 0.022 MI.  
TOTAL LENGTH OF PROJECT 14SP.20441.1 = 0.100 MI.

LETTING DATE :  
MAY 14, 2019

Prepared in the Office of:  
**VAUGHN & MELTON**  
13181 PATTON AVE  
ASHEVILLE, N.C. 28806  
FOR THE NORTH CAROLINA DIVISION OF HIGHWAYS  
2018 STANDARD SPECIFICATIONS  
HARDY WILLIS, PE  
PROJECT ENGINEER  
RYAN SHIPMAN, PE  
PROJECT DESIGN ENGINEER

STRUCTURES MANAGEMENT UNIT  
1000 BIRCH RIDGE DR.  
RALEIGH, N.C. 27601

DIVISION OF HIGHWAYS  
STATE OF NORTH CAROLINA  
JOSH DEYTON, PE  
STATE DESIGN ENGINEER  
DEPARTMENT OF TRANSPORTATION  
FEDERAL HIGHWAY ADMINISTRATION  
APPROVED  
DIVISION ADMINISTRATOR  
DATE



Site Length	Impact Description	Impact
2 A	Causeway	55' (0.0378)
2 B	De-watering	110'
2 C	Rip-Rap (Bank Stabilization)	20'

**NOTES:**  
 END BENTS AND BENTS ARE PARALLEL.  
 PILES ARE NOT SHOWN IN PLAN VIEW FOR CLARITY.  
 CORED SLABS ARE PARALLEL TO  $\text{C}$  SURVEY -L- AND EXTENDED TANGENT.  
 END BENT 2 BOTTOM OF CAP AND BERM ARE STEPPED.

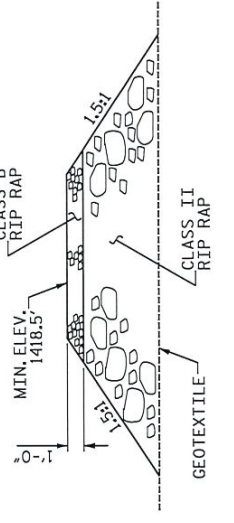
**HORIZONTAL CURVE DATA -L-**

PI STA 12+21.55  
 $\Delta = 39^\circ 25' 46.1''$  (RT)  
 $D = 35' 48' 35.5''$   
 $L = 110.11'$   
 $T = 57.33'$   
 $R = 160.00'$

**VERTICAL GRADE DATA -L-**

PI = 11+15.00  
 EL = 1,438.50'  
 VC = 30'  
 $\text{G}_1 = -13.3713\%$   
 $\text{G}_2 = -12.7500\%$   
 $\text{G}_3 = -13.4500\%$   
 EL = 1,429.84'  
 VC = 50'

**TEMPORARY CAUSEWAY DETAIL**



**V&M**  
 Consulting Engineers  
 10077  
 Raleigh, NC 27615  
 Phone: 919-877-9555  
 Fax: 919-877-9556  
 Email: info@vamp.com

REVISION DATE:  
 MAR. 08, 2018

DOCUMENT NOT CONSIDERED FINAL UNLESS ALL SIGNATURES COMPLETED

PROJECT NO. 14SP-20441.1  
 HAYWOOD COUNTY  
 STATION: 13+33.99 -L-  
 SHEET 1 OF 3  
 REPLACES BRIDGE 175

STATE OF NORTH CAROLINA  
 DEPARTMENT OF TRANSPORTATION  
 RALEIGH  
 GENERAL DRAWING  
 FOR BRIDGE ON SR 1332 (WATERVILLE ROAD) OVER BIG CREEK BETWEEN SR 284 AND INTERSTATE 40

REVISIONS		SHEET NO.	
NO.	DATE	BY	DATE
1			
2			
3			
4			

DATE: 02/18  
 DATE: 02/18  
 DATE: 02/18

DWN. BY: AW  
 CHKD. BY: HLW  
 DES. EGR. OF RECORD: RTS

**PLAN ALONG  $\text{C}$  SURVEY -L-**

SEE RETAINING WALL #1 PLANS







County: HAYWOOD

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	0043000000-N	226	GRADING	Lump Sum	L.S.	
0004	0050000000-E	226	SUPPLEMENTARY CLEARING & GRUBBING	1 ACR		
0005	0057000000-E	226	UNDERCUT EXCAVATION	50 CY		
0006	0195000000-E	265	SELECT GRANULAR MATERIAL	50 CY		
0007	0196000000-E	270	GEOTEXTILE FOR SOIL STABILIZATION	50 SY		
0008	0199000000-E	SP	TEMPORARY SHORING	877 SF		
0009	0241000000-E	SP	GENERIC GRADING ITEM PRE-SPLITTING OF ROCK	293.2 SY		
0010	0248000000-N	SP	GENERIC GRADING ITEM TYPE 1 BRIDGE APPROACH FILL, STA 12+30.00 -L-	Lump Sum	L.S.	
0011	0248000000-N	SP	GENERIC GRADING ITEM TYPE 1 BRIDGE APPROACH FILL, STA 13+33.99 -L-	Lump Sum	L.S.	
0012	0318000000-E	300	FOUNDATION CONDITIONING MATERIAL, MINOR STRUCTURES	35 TON		
0013	0321000000-E	300	FOUNDATION CONDITIONING GEOTEXTILE	110 SY		
0014	0335200000-E	305	15" DRAINAGE PIPE	76 LF		
0015	0366000000-E	310	15" RC PIPE CULVERTS, CLASS III	76 LF		
0016	0582000000-E	310	15" CS PIPE CULVERTS, 0.064" THICK	108 LF		
0017	0588000000-E	310	18" CS PIPE CULVERTS, 0.064" THICK	44 LF		

County: HAYWOOD

Line #	Item Number	Sec #	Description	Quantity	Unit Cost	Amount
0018	0636000000-E	310	*** CS PIPE ELBOWS, ***** THICK (15", 0.064")	6 EA		
0019	0636000000-E	310	*** CS PIPE ELBOWS, ***** THICK (18", 0.064")	2 EA		
0020	0995000000-E	340	PIPE REMOVAL	48 LF		
0021	1099700000-E	505	CLASS IV SUBGRADE STABILIZATION	50 TON		
0022	1220000000-E	545	INCIDENTAL STONE BASE	50 TON		
0023	1330000000-E	607	INCIDENTAL MILLING	1,340 SY		
0024	1491000000-E	610	ASPHALT CONC BASE COURSE, TYPE B25.0C	440 TON		
0025	1523000000-E	610	ASPHALT CONC SURFACE COURSE, TYPE S9.5C	400 TON		
0026	1575000000-E	620	ASPHALT BINDER FOR PLANT MIX	50 TON		
0027	2286000000-N	840	MASONRY DRAINAGE STRUCTURES	8 EA		
0028	2367000000-N	840	FRAME WITH TWO GRATES, STD 840.29	4 EA		
0029	2374000000-N	840	FRAME WITH GRATE & HOOD, STD 840.03, TYPE ** (E)	1 EA		
0030	2374000000-N	840	FRAME WITH GRATE & HOOD, STD 840.03, TYPE ** (F)	3 EA		
0031	2549000000-E	846	2'-6" CONCRETE CURB & GUTTER	380 LF		
0032	2570000000-N	SP	MODIFIED CONCRETE FLUME	1 EA		
0033	2591000000-E	848	4" CONCRETE SIDEWALK	140 SY		
0034	2605000000-N	848	CONCRETE CURB RAMPS	3 EA		

County: HAYWOOD

Line #	Item Number	Sec #	Description	Quantity	Unit Cost	Amount
0035	2619000000-E	850	4" CONCRETE PAVED DITCH	52 SY		
0036	2724000000-E	857	PRECAST REINFORCED CONCRETE BARRIER, SINGLE FACED	110 LF		
0037	3345000000-E	864	REMOVE & RESET EXISTING GUARDRAIL	225 LF		
0038	3360000000-E	863	REMOVE EXISTING GUARDRAIL	95 LF		
0039	3380000000-E	862	TEMPORARY STEEL BEAM GUARDRAIL	262.5 LF		
0040	3382000000-E	862	TEMPORARY STEEL BEAM GUARDRAIL, SHOP CURVED	50 LF		
0041	3389150000-N	862	TEMPORARY GUARDRAIL END UNITS, TYPE ***** (TL-2)	4 EA		
0042	3420000000-E	SP	GENERIC GUARDRAIL ITEM POWDER COATED GALVANIZED STEEL BEAM GUARDRAIL	50 LF		
0043	3420000000-E	SP	GENERIC GUARDRAIL ITEM POWDER COATED GALVANIZED STEEL BEAM GUARDRAIL, SHOP CURVED.	12.5 LF		
0044	3435000000-N	SP	GENERIC GUARDRAIL ITEM POWDER COATED GALVANIZED ADDITIONAL GUARDRAIL POSTS	10 EA		
0045	3435000000-N	SP	GENERIC GUARDRAIL ITEM POWDER COATED GALVANIZED GUARDRAIL ANCHOR UNITS, TYPE III	4 EA		
0046	3435000000-N	SP	GENERIC GUARDRAIL ITEM POWDER COATED GALVANIZED GUARDRAIL ANCHOR UNITS, TYPE III SHOP CURVED	2 EA		
0047	3435000000-N	SP	GENERIC GUARDRAIL ITEM POWDER COATED GALVANIZED GUARDRAIL END UNITS, TYPE TL-2	6 EA		
0048	3649000000-E	876	RIP RAP, CLASS B	17 TON		
0049	3656000000-E	876	GEOTEXTILE FOR DRAINAGE	755 SY		

County: HAYWOOD

Line #	Item Number	Sec #	Description	Quantity	Unit Cost	Amount
0050	4400000000-E	1110	WORK ZONE SIGNS (STATIONARY)	384 SF		
0051	4410000000-E	1110	WORK ZONE SIGNS (BARRICADE MOUNTED)	52 SF		
0052	4420000000-N	1120	PORTABLE CHANGEABLE MESSAGE SIGN	4 EA		
0053	4424500000-N	SP	TEMPORARY PORTABLE TRAFFIC SIGNAL SYSTEM	2 EA		
0054	4430000000-N	1130	DRUMS	90 EA		
0055	4435000000-N	1135	CONES	50 EA		
0056	4445000000-E	1145	BARRICADES (TYPE III)	195 LF		
0057	4455000000-N	1150	FLAGGER	17 DAY		
0058	4600000000-N	SP	GENERIC TRAFFIC CONTROL ITEM PEDESTRAIN TRANSPORT SERVICE	20 EA		
0059	4685000000-E	1205	THERMOPLASTIC PAVEMENT MARKING LINES (4", 90 MILS)	4,423 LF		
0060	4810000000-E	1205	PAINT PAVEMENT MARKING LINES (4")	4,147 LF		
0061	4835000000-E	1205	PAINT PAVEMENT MARKING LINES (24")	44 LF		
0062	4850000000-E	1205	REMOVAL OF PAVEMENT MARKING LINES (4")	1,712 LF		
0063	4870000000-E	1205	REMOVAL OF PAVEMENT MARKING LINES (24")	44 LF		
0064	5912000000-N	SP	GENERIC UTILITY ITEM TEMPORARY AND PERMANENT WATER LINE CONSTRUCTION	Lump Sum	L.S.	
0065	6000000000-E	1605	TEMPORARY SILT FENCE	1,310 LF		
0066	6006000000-E	1610	STONE FOR EROSION CONTROL, CLASS A	180 TON		

County: HAYWOOD

Line #	Item Number	Sec #	Description	Quantity	Unit Cost	Amount
0067	6009000000-E	1610	STONE FOR EROSION CONTROL, CLASS B	215 TON		
0068	6012000000-E	1610	SEDIMENT CONTROL STONE	335 TON		
0069	6015000000-E	1615	TEMPORARY MULCHING	1 ACR		
0070	6018000000-E	1620	SEED FOR TEMPORARY SEEDING	200 LB		
0071	6021000000-E	1620	FERTILIZER FOR TEMPORARY SEEDING	1 TON		
0072	6024000000-E	1622	TEMPORARY SLOPE DRAINS	200 LF		
0073	6029000000-E	SP	SAFETY FENCE	200 LF		
0074	6030000000-E	1630	SILT EXCAVATION	260 CY		
0075	6036000000-E	1631	MATTING FOR EROSION CONTROL	4,870 SY		
0076	6037000000-E	1629	COIR FIBER MAT	3,360 SY		
0077	6042000000-E	1632	1/4" HARDWARE CLOTH	810 LF		
0078	6070000000-N	1639	SPECIAL STILLING BASINS	4 EA		
0079	6071002000-E	1642	FLOCCULANT	25 LB		
0080	6084000000-E	1660	SEEDING & MULCHING	1 ACR		
0081	6087000000-E	1660	MOWING	1 ACR		
0082	6090000000-E	1661	SEED FOR REPAIR SEEDING	100 LB		
0083	6093000000-E	1661	FERTILIZER FOR REPAIR SEEDING	0.5 TON		

County: HAYWOOD

Line #	Item Number	Sec #	Description	Quantity	Unit Cost	Amount
0084	6096000000-E	1662	SEED FOR SUPPLEMENTAL SEEDING	100 LB		
0085	6108000000-E	1665	FERTILIZER TOPDRESSING	0.5 TON		
0086	6111000000-E	SP	IMPERVIOUS DIKE	405 LF		
0087	6114500000-N	1667	SPECIALIZED HAND MOWING	20 MHR		
0088	6117000000-N	1675	RESPONSE FOR EROSION CONTROL	20 EA		
0089	6117500000-N	SP	CONCRETE WASHOUT STRUCTURE	4 EA		
0090	6123000000-E	1670	REFORESTATION	0.2 ACR		
0091	6132000000-N	SP	GENERIC EROSION CONTROL ITEM FABRIC INSERT INLET PROTECTION CLEANOUT	9 EA		
0092	6132000000-N	SP	GENERIC EROSION CONTROL ITEM FABRIC INSERT INLET PROTECTION, TYPE 1	3 EA		
<b>WALL ITEMS</b>						
0093	8847000000-E	SP	GENERIC RETAINING WALL ITEM ARCHITECTURAL CONCRETE SURFACE TREATMENT	2,030 SF		
0094	8847000000-E	SP	GENERIC RETAINING WALL ITEM CAST-IN-PLACE CANTILEVER RETAINING WALL NO 1	348 SF		
0095	8847000000-E	SP	GENERIC RETAINING WALL ITEM CAST-IN-PLACE CANTILEVER RETAINING WALL NO 2	319 SF		
0096	8847000000-E	SP	GENERIC RETAINING WALL ITEM ROCK NAIL RETAINING WALLS	2,030 SF		
0097	8897000000-N	SP	GENERIC STRUCTURE ITEM ROCK NAIL PROOF TESTS	4 EA		
0098	8897000000-N	SP	GENERIC STRUCTURE ITEM ROCK NAIL VERIFICATION TESTS	2 EA		



County: HAYWOOD

Line #	Item Number	Sec #	Description	Quantity	Unit Cost	Amount
<b>STRUCTURE ITEMS</b>						
0099	8017000000-N	SP	CONSTRUCTION, MAINTENANCE, & REMOVAL OF TEMP ACCESS AT STA ***** (12+30.00 -L-)	Lump Sum	L.S.	
0100	8017000000-N	SP	CONSTRUCTION, MAINTENANCE, & REMOVAL OF TEMP ACCESS AT STA ***** (13+33.99 -L-)	Lump Sum	L.S.	
0101	8035000000-N	402	REMOVAL OF EXISTING STRUCTURE AT STATION ***** (12+30.00 -L-)	Lump Sum	L.S.	
0102	8035000000-N	402	REMOVAL OF EXISTING STRUCTURE AT STATION ***** (13+33.99 -L-)	Lump Sum	L.S.	
0103	8065000000-N	SP	ASBESTOS ASSESSMENT	Lump Sum	L.S.	
0104	8096000000-E	450	PILE EXCAVATION IN SOIL	35 LF		
0105	8097000000-E	450	PILE EXCAVATION NOT IN SOIL	135 LF		
0106	8105520000-E	411	3'-0" DIA DRILLED PIERS IN SOIL	28.5 LF		
0107	8105620000-E	411	3'-0" DIA DRILLED PIERS NOT IN SOIL	22 LF		
0108	8113000000-N	411	SID INSPECTIONS	1 EA		
0109	8115000000-N	411	CSL TESTING	1 EA		
0110	8121000000-N	412	UNCLASSIFIED STRUCTURE EXCAVATION AT STATION ***** (12+30.00 -L-)	Lump Sum	L.S.	
0111	8121000000-N	412	UNCLASSIFIED STRUCTURE EXCAVATION AT STATION ***** (13+33.99 -L-)	Lump Sum	L.S.	
0112	8147000000-E	420	REINFORCED CONCRETE DECK SLAB	3,863 SF		
0113	8161000000-E	420	GROOVING BRIDGE FLOORS	3,809 SF		

County: HAYWOOD

Line #	Item Number	Sec #	Description	Quantity	Unit Cost	Amount
0114	8175000000-E	420	CLASS AA CONCRETE (BRIDGE)	20.8 CY		
0115	8182000000-E	420	CLASS A CONCRETE (BRIDGE)	220.1 CY		
0116	8210000000-N	422	BRIDGE APPROACH SLABS, STATION ***** (12+30.00 -L-)	Lump Sum	L.S.	
0117	8210000000-N	422	BRIDGE APPROACH SLABS, STATION ***** (13+33.99 -L-)	Lump Sum	L.S.	
0118	8217000000-E	425	REINFORCING STEEL (BRIDGE)	30,515 LB		
0119	8224000000-E	425	EPOXY COATED REINFORCING STEEL (BRIDGE)	870 LB		
0120	8238000000-E	425	SPIRAL COLUMN REINFORCING STEEL (BRIDGE)	1,301 LB		
0121	8280000000-E	440	APPROX ..... LBS STRUCTURAL STEEL	215,000 LS		
0122	8328200000-E	450	PILE DRIVING EQUIPMENT SETUP FOR *** STEEL PILES (HP 12 X 53)	14 EA		
0123	8364000000-E	450	HP 12 X 53 STEEL PILES	279 LF		
0124	8517000000-E	460	1'-***" X *****" CONCRETE PARAPET (1'-2" X 2'-6")	279.1 LF		
0125	8517000000-E	460	1'-***" X *****" CONCRETE PARAPET (1'-2" X 2'-9 1/2")	106.83 LF		
0126	8517000000-E	460	1'-***" X *****" CONCRETE PARAPET (1'-2" X 3'-6 1/2")	106.83 LF		
0127	8608000000-E	876	RIP RAP CLASS II (2'-0" THICK)	613 TON		
0128	8622000000-E	876	GEOTEXTILE FOR DRAINAGE	680 SY		
0129	8657000000-N	430	ELASTOMERIC BEARINGS	Lump Sum	L.S.	
0130	8692000000-N	SP	FOAM JOINT SEALS	Lump Sum	L.S.	

County: HAYWOOD

Line #	Item Number	Sec #	Description	Quantity	Unit Cost	Amount
0131	8762000000-E	430	3'-0" X 1'-9" PRESTRESSED CONC CORED SLABS	440 LF		
0132	8763000000-E	430	3'-0" X 2'-0" PRESTRESSED CONC CORED SLABS	825 LF		
0133	8860000000-N	SP	GENERIC STRUCTURE ITEM WATER LINE HANGERS	Lump Sum	L.S.	
0134	8867000000-E	SP	GENERIC STRUCTURE ITEM ANODIZED TWO BAR METAL RAIL	460.67 LF		
0135	8897000000-N	SP	GENERIC STRUCTURE ITEM 10-3/4" DIA MICROPILES	19 EA		

1101/Apr19/Q294566.23/D685340392000/E135

Total Amount Of Bid For Entire Project :

Vendor 1 of 4: WHALEY CONSTRUCTION, LLC. (18490)  
Call Order 012 (Proposal: C204411)

### Bid Information

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<b>Proposal County:</b> HAYWOOD	<b>Bid Checksum:</b> D65211EAED
<b>Vendor Address:</b> P.O. Box 70 KODAK , TN , 37764	<b>Bid Total:</b> \$8,416,854.09
<b>Signature Check:</b> Zachary Jordan Whaley	<b>Items Total:</b> \$8,416,854.09
<b>Time Bid Received:</b> May 28, 2024 01:33 PM	<b>Time Total:</b> \$0.00
<b>Amendment Count:</b> 0	

**Bidding Errors:**

None.

DBE GOAL SET: 2%  
DBE GOAL OBT: 2.26%

Vendor 1 of 4: WHALEY CONSTRUCTION, LLC. (18490)  
Call Order 012 (Proposal: C204411)

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> SNC0523128087	<b>Agency Execution Date:</b> 05/23/2024 09:19:36 PM
<b>Paid by Check:</b> No	<b>Surety Name:</b> Surety2000
<b>Bond Percent:</b> 5%	<b>Bond Agency Name:</b> Great American Insurance Company

### DBE Load Information

Letting ID: L240528  
 Letting Date: 05/28/2024  
 Call Order: 012  
 Contract ID: C204411

DBE GOAL SET: 2%  
 DBE GOAL OBT: 2.26%

Project: STATE FUNDEDSTATE FUNDEDSTATE FUNDEDSTATE FUNDED

Bid Total: \$8,416,854.09  
 DBE Goal: 2.00% (\$168,337.08)

Vendor ID: 18490  
 Vendor Name: Whaley Construction, LLC  
 DBE Entered: 2.26% (\$189,894.47)

Vendor ID	DBE Name	Is Supplier?	City/State	Goods/Service	Amount
19984	SHELBY ERECTORS INC.	True	3975 W HIGHWAY 316 REDDICK, FL 32686	Supplier <b>Committed</b>	12,819.55
19997	HP EContracting, INC	False	3211 S WALNUT CREEK PKWY. APT. M RALEIGH, NC 27606	SubContractor <b>Committed</b>	170,891.32
20292	BRIDGE RUBBER BEARING, LLC	True	15467 STATE HWY 64 W TYLER, TX 75704	Supplier <b>Committed</b>	6,183.60

The contractor submitted LOI with the incorrect amount. Also, the contractors indicated that Shelby Erectors is not a supplier, it is a subcontractor. In addition, the contractor deducted the 60% for suppliers and provided the wrong amount. The Office of Civil Rights found that Bridge Rubber is a Manufacturer. The correct amounts are as follow:

Shelby Erectors Inc. \$21,365.92  
 Bridge Rubber Bearing \$10,206.00

The contractor agree to provide the new LOI with the correct amount and information. The contractor provided the new LOI on Friday June 7, 2024.

Letting: L240528  
05/28/2024 02:00:00 PM

North Carolina Department of Transportation  
18490 - Whaley Construction, LLC

Contract ID: C204411  
Call: 012

BondID: SNC0523128087

Surety Registry Agency: Surety2000

Verified?: 1

Surety Agency: Great American Insurance Company

Bond Execution Date: 05/23/2024 09:19:36 PM

Line Number	Item Number	Quantity	Unit	Unit Price	Extension Price
Section 0001 ROADWAY ITEMS					
0001	0000100000-N MOBILIZATION	1.000	LS	\$867,050.0000	\$867,050.00
0002	0000400000-N CONSTRUCTION SURVEYING	1.000	LS	\$325,525.0000	\$325,525.00
0003	0043000000-N GRADING	1.000	LS	\$325,000.0000	\$325,000.00
0004	0050000000-E SUPPLEMENTARY CLEARING & GRUBBING	1.000	ACR	\$15,000.0000	\$15,000.00
0005	0057000000-E UNDERCUT EXCAVATION	50.000	CY	\$75.0000	\$3,750.00
0006	0195000000-E SELECT GRANULAR MATERIAL	50.000	CY	\$75.0000	\$3,750.00
0007	0196000000-E GEOTEXTILE FOR SOIL STABILIZATION	50.000	SY	\$8.0000	\$400.00
0008	0199000000-E TEMPORARY SHORING	877.000	SF	\$145.0000	\$127,165.00
0009	0241000000-E GENERIC GRADING ITEM PRE-SPLITTING OF ROCK	293.200	SY	\$150.0000	\$43,980.00
0010	0248000000-N GENERIC GRADING ITEM TYPE 1 BRIDGE APPROACH FILL, STA 12+30.00 -L-	1.000	LS	\$18,500.0000	\$18,500.00
0011	0248000000-N GENERIC GRADING ITEM TYPE 1 BRIDGE APPROACH FILL, STA 13+33.99 -L-	1.000	LS	\$19,500.0000	\$19,500.00
0012	0318000000-E FOUNDATION CONDITIONING MATERIAL, MINOR STRUCTURES	35.000	TON	\$75.0000	\$2,625.00
0013	0321000000-E FOUNDATION CONDITIONING GEOTEXTILE	110.000	SY	\$8.0000	\$880.00
0014	0335200000-E 15" DRAINAGE PIPE	76.000	LF	\$140.0000	\$10,640.00
0015	0366000000-E 15" RC PIPE CULVERTS, CLASS III	76.000	LF	\$150.0000	\$11,400.00
0016	0582000000-E 15" CS PIPE CULVERTS, 0.064" THICK	108.000	LF	\$175.0000	\$18,900.00
0017	0588000000-E 18" CS PIPE CULVERTS, 0.064" THICK	44.000	LF	\$225.0000	\$9,900.00
0018	0636000000-E **" CS PIPE ELBOWS, *****" THICK (15", 0.064")	6.000	EA	\$1,750.0000	\$10,500.00
0019	0636000000-E **" CS PIPE ELBOWS, *****" THICK (18", 0.064")	2.000	EA	\$2,750.0000	\$5,500.00
0020	0995000000-E PIPE REMOVAL	48.000	LF	\$75.0000	\$3,600.00
0021	1099700000-E CLASS IV SUBGRADE STABILIZATION	50.000	TON	\$75.0000	\$3,750.00
0022	1220000000-E INCIDENTAL STONE BASE	50.000	TON	\$68.0000	\$3,400.00
0023	1330000000-E INCIDENTAL MILLING	1340.000	SY	\$25.0000	\$33,500.00



0024	1491000000-E	440.000 TON	\$407.0000	\$179,080.00
	ASPHALT CONC BASE COURSE, TYPE B25.0C			
0025	1523000000-E	400.000 TON	\$506.0000	\$202,400.00
	ASPHALT CONC SURFACE COURSE, TYPE S9.5C			
0026	1575000000-E	50.000 TON	\$880.0000	\$44,000.00
	ASPHALT BINDER FOR PLANT MIX			
0027	2286000000-N	8.000 EA	\$8,500.0000	\$68,000.00
	MASONRY DRAINAGE STRUCTURES			
0028	2367000000-N	4.000 EA	\$5,500.0000	\$22,000.00
	FRAME WITH TWO GRATES, STD 840.29			
0029	2374000000-N	1.000 EA	\$7,500.0000	\$7,500.00
	FRAME WITH GRATE & HOOD, STD 840.03, TYPE ** (E)			
0030	2374000000-N	3.000 EA	\$7,500.0000	\$22,500.00
	FRAME WITH GRATE & HOOD, STD 840.03, TYPE ** (F)			
0031	2549000000-E	380.000 LF	\$37.0000	\$14,060.00
	2'-6" CONCRETE CURB & GUTTER			
0032	2570000000-N	1.000 EA	\$2,588.0000	\$2,588.00
	MODIFIED CONCRETE FLUME			
0033	2591000000-E	140.000 SY	\$60.0000	\$8,400.00
	4" CONCRETE SIDEWALK			
0034	2605000000-N	3.000 EA	\$2,435.0000	\$7,305.00
	CONCRETE CURB RAMPS			
0035	2619000000-E	52.000 SY	\$164.0000	\$8,528.00
	4" CONCRETE PAVED DITCH			
0036	2724000000-E	110.000 LF	\$118.0000	\$12,980.00
	PRECAST REINFORCED CONCRETE BARRIER, SINGLE FACED			
0037	3345000000-E	225.000 LF	\$22.0000	\$4,950.00
	REMOVE & RESET EXISTING GUARDRAIL			
0038	3360000000-E	95.000 LF	\$2.5000	\$237.50
	REMOVE EXISTING GUARDRAIL			
0039	3380000000-E	262.500 LF	\$54.0000	\$14,175.00
	TEMPORARY STEEL BEAM GUARDRAIL			
0040	3382000000-E	50.000 LF	\$18.0000	\$900.00
	TEMPORARY STEEL BEAM GUARDRAIL, SHOP CURVED			
0041	3389150000-N	4.000 EA	\$2,750.0000	\$11,000.00
	TEMPORARY GUARDRAIL END UNITS, TYPE ***** (TL-2)			
0042	3420000000-E	50.000 LF	\$55.0000	\$2,750.00
	GENERIC GUARDRAIL ITEM POWDER COATED GALVANIZED STEEL BEAM GUARDRAIL			
0043	3420000000-E	12.500 LF	\$66.0000	\$825.00
	GENERIC GUARDRAIL ITEM POWDER COATED GALVANIZED STEEL BEAM GUARDRAIL, SHOP CURVED.			
0044	3435000000-N	10.000 EA	\$55.0000	\$550.00
	GENERIC GUARDRAIL ITEM POWDER COATED GALVANIZED ADDITIONAL GUARDRAIL POSTS			
0045	3435000000-N	4.000 EA	\$4,400.0000	\$17,600.00
	GENERIC GUARDRAIL ITEM POWDER COATED GALVANIZED GUARDRAIL ANCHOR UNITS, TYPE III			
0046	3435000000-N	2.000 EA	\$5,115.0000	\$10,230.00
	GENERIC GUARDRAIL ITEM POWDER COATED GALVANIZED GUARDRAIL ANCHOR UNITS, TYPE III SHOP CURVED			
0047	3435000000-N	6.000 EA	\$5,720.0000	\$34,320.00

GENERIC GUARDRAIL ITEM POWDER COATED GALVANIZED GUARDRAIL END UNITS, TYPE TL-2

0048	3649000000-E	17.000 TON	\$85.0000	\$1,445.00
	RIP RAP, CLASS B			
0049	3656000000-E	755.000 SY	\$8.0000	\$6,040.00
	GEOTEXTILE FOR DRAINAGE			
0050	4400000000-E	384.000 SF	\$9.0000	\$3,456.00
	WORK ZONE SIGNS (STATIONARY)			
0051	4410000000-E	52.000 SF	\$11.0000	\$572.00
	WORK ZONE SIGNS (BARRICADE MOUNTED)			
0052	4420000000-N	4.000 EA	\$10,450.0000	\$41,800.00
	PORTABLE CHANGEABLE MESSAGE SIGN			
0053	4424500000-N	2.000 EA	\$258,000.0000	\$516,000.00
	TEMPORARY PORTABLE TRAFFIC SIGNAL SYSTEM			
0054	4430000000-N	90.000 EA	\$51.0000	\$4,590.00
	DRUMS			
0055	4435000000-N	50.000 EA	\$24.0000	\$1,200.00
	CONES			
0056	4445000000-E	195.000 LF	\$29.0000	\$5,655.00
	BARRICADES (TYPE III)			
0057	4455000000-N	17.000 DAY	\$525.0000	\$8,925.00
	FLAGGER			
0058	4600000000-N	20.000 EA	\$15,000.0000	\$300,000.00
	GENERIC TRAFFIC CONTROL ITEM PEDESTRAIN TRANSPORT SERVICE			
0059	4685000000-E	4423.000 LF	\$2.0000	\$8,846.00
	THERMOPLASTIC PAVEMENT MARKING LINES (4", 90 MILS)			
0060	4810000000-E	4147.000 LF	\$1.5000	\$6,220.50
	PAINT PAVEMENT MARKING LINES (4")			
0061	4835000000-E	44.000 LF	\$7.0000	\$308.00
	PAINT PAVEMENT MARKING LINES (24")			
0062	4850000000-E	1712.000 LF	\$1.5000	\$2,568.00
	REMOVAL OF PAVEMENT MARKING LINES (4")			
0063	4870000000-E	44.000 LF	\$5.5000	\$242.00
	REMOVAL OF PAVEMENT MARKING LINES (24")			
0064	5912000000-N	1.000 LS	\$633,962.0000	\$633,962.00
	GENERIC UTILITY ITEM TEMPORARY AND PERMANENT WATER LINE CONSTRUCTION			
0065	6000000000-E	1310.000 LF	\$4.0000	\$5,240.00
	TEMPORARY SILT FENCE			
0066	6006000000-E	180.000 TON	\$85.0000	\$15,300.00
	STONE FOR EROSION CONTROL, CLASS A			
0067	6009000000-E	215.000 TON	\$85.0000	\$18,275.00
	STONE FOR EROSION CONTROL, CLASS B			
0068	6012000000-E	335.000 TON	\$74.0000	\$24,790.00
	SEDIMENT CONTROL STONE			
0069	6015000000-E	1.000 ACR	\$1,766.0000	\$1,766.00
	TEMPORARY MULCHING			
0070	6018000000-E	200.000 LB	\$2.2000	\$440.00
	SEED FOR TEMPORARY SEEDING			
0071	6021000000-E	1.000 TON	\$1,202.0000	\$1,202.00
	FERTILIZER FOR TEMPORARY SEEDING			

0072	6024000000-E	200.000	LF	\$13.0000	\$2,600.00
	TEMPORARY SLOPE DRAINS				
0073	6029000000-E	200.000	LF	\$4.0000	\$800.00
	SAFETY FENCE				
0074	6030000000-E	260.000	CY	\$75.0000	\$19,500.00
	SILT EXCAVATION				
0075	6036000000-E	4870.000	SY	\$2.2000	\$10,714.00
	MATTING FOR EROSION CONTROL				
0076	6037000000-E	3360.000	SY	\$5.0000	\$16,800.00
	COIR FIBER MAT				
0077	6042000000-E	810.000	LF	\$5.5000	\$4,455.00
	1/4" HARDWARE CLOTH				
0078	6070000000-N	4.000	EA	\$15,000.0000	\$60,000.00
	SPECIAL STILLING BASINS				
0079	6071002000-E	25.000	LB	\$27.0000	\$675.00
	FLOCCULANT				
0080	6084000000-E	1.000	ACR	\$3,245.0000	\$3,245.00
	SEEDING & MULCHING				
0081	6087000000-E	1.000	ACR	\$325.0000	\$325.00
	MOWING				
0082	6090000000-E	100.000	LB	\$5.0000	\$500.00
	SEED FOR REPAIR SEEDING				
0083	6093000000-E	0.500	TON	\$1,202.0000	\$601.00
	FERTILIZER FOR REPAIR SEEDING				
0084	6096000000-E	100.000	LB	\$5.5000	\$550.00
	SEED FOR SUPPLEMENTAL SEEDING				
0085	6108000000-E	0.500	TON	\$1,202.0000	\$601.00
	FERTILIZER TOPDRESSING				
0086	6111000000-E	405.000	LF	\$135.0000	\$54,675.00
	IMPERVIOUS DIKE				
0087	6114500000-N	20.000	MHR	\$83.0000	\$1,660.00
	SPECIALIZED HAND MOWING				
0088	6117000000-N	20.000	EA	\$435.0000	\$8,700.00
	RESPONSE FOR EROSION CONTROL				
0089	6117500000-N	4.000	EA	\$2,500.0000	\$10,000.00
	CONCRETE WASHOUT STRUCTURE				
0090	6123000000-E	0.200	ACR	\$2,145.0000	\$429.00
	REFORESTATION				
0091	6132000000-N	9.000	EA	\$750.0000	\$6,750.00
	GENERIC EROSION CONTROL ITEM FABRIC INSERT INLET PROTECTION CLEANOUT				
0092	6132000000-N	3.000	EA	\$750.0000	\$2,250.00
	GENERIC EROSION CONTROL ITEM FABRIC INSERT INLET PROTECTION, TYPE 1				
Section 0001 Total					\$4,375,766.00
Section 0002					
WALL ITEMS					
0093	8847000000-E	2030.000	SF	\$40.0000	\$81,200.00
	GENERIC RETAINING WALL ITEM ARCHITECTURAL CONCRETE SURFACE TREATMENT				

0094	8847000000-E	348.000	SF	\$193.0000	\$67,164.00
	GENERIC RETAINING WALL ITEM CAST-IN-PLACE CANTILEVER RETAINING WALL NO 1				
0095	8847000000-E	319.000	SF	\$216.0000	\$68,904.00
	GENERIC RETAINING WALL ITEM CAST-IN-PLACE CANTILEVER RETAINING WALL NO 2				
0096	8847000000-E	2030.000	SF	\$192.0000	\$389,760.00
	GENERIC RETAINING WALL ITEM ROCK NAIL RETAINING WALLS				
0097	8897000000-N	4.000	EA	\$1,075.0000	\$4,300.00
	GENERIC STRUCTURE ITEM ROCK NAIL PROOF TESTS				
0098	8897000000-N	2.000	EA	\$2,173.0000	\$4,346.00
	GENERIC STRUCTURE ITEM ROCK NAIL VERIFICATION TESTS				
Section 0002 Total					\$615,674.00

Section 0003  
 STRUCTURE ITEMS

0099	8017000000-N	1.000	LS	\$150,000.0000	\$150,000.00
	CONSTRUCTION, MAINTENANCE, & REMOVAL OF TEMP ACCESS AT STA ***** (12+30.00 -L-)				
0100	8017000000-N	1.000	LS	\$150,000.0000	\$150,000.00
	CONSTRUCTION, MAINTENANCE, & REMOVAL OF TEMP ACCESS AT STA ***** (13+33.99 -L-)				
0101	8035000000-N	1.000	LS	\$287,000.0000	\$287,000.00
	REMOVAL OF EXISTING STRUCTURE AT STATION ***** (12+30.00 -L-)				
0102	8035000000-N	1.000	LS	\$287,000.0000	\$287,000.00
	REMOVAL OF EXISTING STRUCTURE AT STATION ***** (13+33.99 -L-)				
0103	8065000000-N	1.000	LS	\$2,200.0000	\$2,200.00
	ASBESTOS ASSESSMENT				
0104	8096000000-E	35.000	LF	\$165.0000	\$5,775.00
	PILE EXCAVATION IN SOIL				
0105	8097000000-E	135.000	LF	\$495.0000	\$66,825.00
	PILE EXCAVATION NOT IN SOIL				
0106	8105520000-E	28.500	LF	\$1,091.0000	\$31,093.50
	3'-0" DIA DRILLED PIERS IN SOIL				
0107	8105620000-E	22.000	LF	\$3,271.0000	\$71,962.00
	3'-0" DIA DRILLED PIERS NOT IN SOIL				
0108	8113000000-N	1.000	EA	\$42,350.0000	\$42,350.00
	SID INSPECTIONS				
0109	8115000000-N	1.000	EA	\$1,650.0000	\$1,650.00
	CSL TESTING				
0110	8121000000-N	1.000	LS	\$25,000.0000	\$25,000.00
	UNCLASSIFIED STRUCTURE EXCAVATION AT STATION ***** (12+30.00 -L-)				
0111	8121000000-N	1.000	LS	\$25,000.0000	\$25,000.00
	UNCLASSIFIED STRUCTURE EXCAVATION AT STATION ***** (13+33.99 -L-)				
0112	8147000000-E	3863.000	SF	\$58.0000	\$224,054.00
	REINFORCED CONCRETE DECK SLAB				
0113	8161000000-E	3809.000	SF	\$3.0000	\$11,427.00
	GROOVING BRIDGE FLOORS				
0114	8175000000-E	20.800	CY	\$1,500.0000	\$31,200.00
	CLASS AA CONCRETE (BRIDGE)				

0115	8182000000-E	220.100	CY	\$1,388.0000	\$305,498.80
	CLASS A CONCRETE (BRIDGE)				
0116	8210000000-N	1.000	LS	\$48,000.0000	\$48,000.00
	BRIDGE APPROACH SLABS, STATION ***** (12+30.00 -L-)				
0117	8210000000-N	1.000	LS	\$48,000.0000	\$48,000.00
	BRIDGE APPROACH SLABS, STATION ***** (13+33.99 -L-)				
0118	8217000000-E	30515.000	LB	\$2.2000	\$67,133.00
	REINFORCING STEEL (BRIDGE)				
0119	8224000000-E	870.000	LB	\$3.2000	\$2,784.00
	EPOXY COATED REINFORCING STEEL (BRIDGE)				
0120	8238000000-E	1301.000	LB	\$3.8000	\$4,943.80
	SPIRAL COLUMN REINFORCING STEEL (BRIDGE)				
0121	8280000000-E	1	LS	\$500,000.0000	\$500,000.00
	APPROX ..... LBS STRUCTURAL STEEL				
0122	8328200000-E	14.000	EA	\$3,500.0000	\$49,000.00
	PILE DRIVING EQUIPMENT SETUP FOR *** STEEL PILES (HP 12 X 53)				
0123	8364000000-E	279.000	LF	\$216.0000	\$60,264.00
	HP 12 X 53 STEEL PILES				
0124	8517000000-E	279.100	LF	\$192.0000	\$53,587.20
	1'-**" X ***** CONCRETE PARAPET (1'-2" X 2'-6")				
0125	8517000000-E	106.830	LF	\$192.0000	\$20,511.36
	1'-**" X ***** CONCRETE PARAPET (1'-2" X 2'-9 1/2")				
0126	8517000000-E	106.830	LF	\$192.0000	\$20,511.36
	1'-**" X ***** CONCRETE PARAPET (1'-2" X 3'-6 1/2")				
0127	8608000000-E	613.000	TON	\$89.0000	\$54,557.00
	RIP RAP CLASS II (2'-0" THICK)				
0128	8622000000-E	680.000	SY	\$8.0000	\$5,440.00
	GEOTEXTILE FOR DRAINAGE				
0129	8657000000-N	1.000	LS	\$19,658.0000	\$19,658.00
	ELASTOMERIC BEARINGS				
0130	8692000000-N	1.000	LS	\$15,000.0000	\$15,000.00
	FOAM JOINT SEALS				
0131	8762000000-E	440.000	LF	\$289.0000	\$127,160.00
	3'-0" X 1'-9" PRESTRESSED CONC CORED SLABS				
0132	8763000000-E	825.000	LF	\$315.0000	\$259,875.00
	3'-0" X 2'-0" PRESTRESSED CONC CORED SLABS				
0133	8860000000-N	1.000	LS	\$96,291.0000	\$96,291.00
	GENERIC STRUCTURE ITEM WATER LINE HANGERS				
0134	8867000000-E	460.670	LF	\$221.0000	\$101,808.07
	GENERIC STRUCTURE ITEM ANODIZED TWO BAR METAL RAIL				
0135	8897000000-N	19.000	EA	\$8,045.0000	\$152,855.00
	GENERIC STRUCTURE ITEM 10-3/4" DIA MICROPILES				
Section 0003 Total					\$3,425,414.09
Item Total					\$8,416,854.09

**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.

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**NON-COLLUSION, DEBARMENT AND GIFT BAN CERTIFICATION**

The prequalified bidder declares (or certifies, verifies, or states) under penalty of perjury under the laws of the United States that neither he, nor any official, agent or employee has entered into any agreement, participated in any collusion, or otherwise taken any action which is in restraint of free competitive bidding in connection with any bid or contract, that the prequalified bidder has not been convicted of violating N.C.G.S. §133-24 within the last three years, and that the prequalified bidder intends to do the work with his own bonafide employees or subcontractors and will not bid for the benefit of another contractor.

By submitting this non-collusion, debarment and gift ban certification, the Contractor is attesting his status under penalty of perjury under the laws of the United States in accordance with the Debarment Certification attached, provided that the Debarment Certification also includes any required statements concerning 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.

**DEBARMENT CERTIFICATION OF PREQUALIFIED BIDDER**

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 that is file with the Department, or has become erroneous because of changed circumstances.
2. The terms covered transaction, debarred, suspended, ineligible, lower tier

covered transaction, participant, person, primary covered transaction, principal, proposal, and voluntarily excluded, as used in this provision, have the meanings set out in the Definitions and Coverage sections of the rules implementing Executive Order 12549. A copy of the Federal Rules requiring this certification and detailing the definitions and coverages may be obtained from the Contract Officer of the Department.

3. The 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.

### **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.

**EXPLANATION:**

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### Award Limits on Multiple Projects

By answering YES to this statement, the bidder acknowledges that they are using the award limits on multiple projects? **Yes**  **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     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

Contract Number  
County

Contract Number  
County

Contract Number  
County

Contract Number  
County

Contract Number  
County

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.

## DBE List Summary

Project: STATE FUNDED  
Bid Total: 8,416,854.09  
Goal: 2.00% (168,337.08)  
Total Entered: 2.26% (189,894.47)

Bidder ID: 18490  
Business Name: Whaley Construction, LLC

ID	Name	Is Supplier?	Item Count	Amount	Is Complete?
19984	SHELBY ERECTORS INC.	True	2	12,819.55	True
19997	HP ECONTRACTING, INC	False	10	170,891.32	True
20292	BRIDGE RUBBER BEARING, LLC	True	1	6,183.60	True

Name: SHELBY ERECTORS INC. ID: 19984

Address: 3975 W HIGHWAY 316 REDDICK, FL 32686

Used As: Supplier DBE Items Total:\$21,365.92

**Items for SHELBY ERECTORS INC.**

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0001					
	ROADWAY ITEMS				
0001	0000100000-N	1.000 LS	\$1,394.2100	\$1,394.21	
	MOBILIZATION				
Section 0001 Total				\$1,394.21	
<hr/>					
0003					
	STRUCTURE ITEMS				
0112	8147000000-E	3863.000 SF	\$5.1700	\$19,971.71	
	REINFORCED CONCRETE DECK SLAB				
Section 0003 Total				\$19,971.71	
<hr/>					
Item Total				\$21,365.92	

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Name: HP EContracting, INC ID: 19997

Address: 3211 S WALNUT CREEK PKWY. APT. M RALEIGH, NC 27606

Used As: SubContractor DBE Items Total:\$170,891.32

**Items for HP EContracting, INC**

0001 ROADWAY ITEMS					
0001	0000100000-N	1.000	LS	\$36,309.5500	\$36,309.55
	MOBILIZATION				
0031	2549000000-E	380.000	LF	\$33.4500	\$12,711.00
	2'-6" CONCRETE CURB & GUTTER				
0032	2570000000-N	1.000	EA	\$2,352.0500	\$2,352.05
	MODIFIED CONCRETE FLUME				
0033	2591000000-E	140.000	SY	\$54.2100	\$7,589.40
	4" CONCRETE SIDEWALK				
0034	2605000000-N	3.000	EA	\$2,213.2000	\$6,639.60
	CONCRETE CURB RAMPS				
0035	2619000000-E	52.000	SY	\$148.3100	\$7,712.12
	4" CONCRETE PAVED DITCH				
0036	2724000000-E	110.000	LF	\$107.0300	\$11,773.30
	PRECAST REINFORCED CONCRETE BARRIER, SINGLE FACED				
Section 0001 Total					\$85,087.02
0003 STRUCTURE ITEMS					
0124	8517000000-E	279.100	LF	\$174.1300	\$48,599.68
	1'-**" X *****" CONCRETE PARAPET (1'-2" X 2'-6")				
0125	8517000000-E	106.830	LF	\$174.1300	\$18,602.31
	1'-**" X *****" CONCRETE PARAPET (1'-2" X 2'-9 1/2")				
0126	8517000000-E	106.830	LF	\$174.1300	\$18,602.31
	1'-**" X *****" CONCRETE PARAPET (1'-2" X 3'-6 1/2")				
Section 0003 Total					\$85,804.30
Item Total					\$170,891.32

Name: BRIDGE RUBBER BEARING, LLC ID: 20292

Address: 15467 STATE HWY 64 W TYLER, TX 75704

Used As: Supplier DBE Items Total:\$10,306.00

**Items for BRIDGE RUBBER BEARING, LLC**

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0003					
STRUCTURE ITEMS					
0129	8657000000-N	1.000 LS	\$10,306.0000	\$10,306.00	
	ELASTOMERIC BEARINGS				
Section 0003 Total				\$10,306.00	
Item Total				\$10,306.00	

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THIS PROPOSAL CONTAINS THE FOLLOWING ERRORS/WARNINGS (IF ANY)

This Bid contains 0 amendment files

**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 \_\_\_\_\_

Signature \_\_\_\_\_

Agency \_\_\_\_\_

Date \_\_\_\_\_

Signature \_\_\_\_\_

Agency \_\_\_\_\_

Date \_\_\_\_\_

## Attachments

Failure to complete and attach the Fuel Usage Factor Adjustment Form will result in using 2.90 gallons per ton as the Fuel Usage Factor for Diesel for the asphalt items included on the form. The contractor will not be permitted to change the option after the bids are submitted.

NOTE: The maximum upload limit is 5 MB.

Verify



Line #	ItemNumber	Sec #	Description	Quantity Unit	Unit Bid Price	Amount Bid
<b>ROADWAY ITEMS</b>						
0001	0000100000-N	800	MOBILIZATION	LUMP SUM	867,050.00	867,050.00
0002	0000400000-N	801	CONSTRUCTION SURVEYING	LUMP SUM	325,525.00	325,525.00
0003	0043000000-N	226	GRADING	LUMP SUM	325,000.00	325,000.00
0004	0050000000-E	226	SUPPLEMENTARY CLEARING & GRUBBING	1 ACR	15,000.00	15,000.00
0005	0057000000-E	226	UNDERCUT EXCAVATION	50 CY	75.00	3,750.00
0006	0195000000-E	265	SELECT GRANULAR MATERIAL	50 CY	75.00	3,750.00
0007	0196000000-E	270	GEOTEXTILE FOR SOIL STABILIZATION	50 SY	8.00	400.00
0008	0199000000-E	SP	TEMPORARY SHORING	877 SF	145.00	127,165.00
0009	0241000000-E	SP	GENERIC GRADING ITEM PRE-SPLITTING OF ROCK	293.2 SY	150.00	43,980.00
0010	0248000000-N	SP	GENERIC GRADING ITEM TYPE 1 BRIDGE APPROACH FILL, STA 12+30.00 -L-	LUMP SUM	18,500.00	18,500.00
0011	0248000000-N	SP	GENERIC GRADING ITEM TYPE 1 BRIDGE APPROACH FILL, STA 13+33.99 -L-	LUMP SUM	19,500.00	19,500.00
0012	0318000000-E	300	FOUNDATION CONDITIONING MATERIAL, MINOR STRUCTURES	35 TON	75.00	2,625.00
0013	0321000000-E	300	FOUNDATION CONDITIONING GEOTEXTILE	110 SY	8.00	880.00
0014	0335200000-E	305	15" DRAINAGE PIPE	76 LF	140.00	10,640.00
0015	0366000000-E	310	15" RC PIPE CULVERTS, CLASS III	76 LF	150.00	11,400.00
0016	0582000000-E	310	15" CS PIPE CULVERTS, 0.064" THICK	108 LF	175.00	18,900.00
0017	0588000000-E	310	18" CS PIPE CULVERTS, 0.064" THICK	44 LF	225.00	9,900.00
0018	0636000000-E	310	*** CS PIPE ELBOWS, ***** THICK (15", 0.064")	6 EA	1,750.00	10,500.00
0019	0636000000-E	310	*** CS PIPE ELBOWS, ***** THICK (18", 0.064")	2 EA	2,750.00	5,500.00
0020	0995000000-E	340	PIPE REMOVAL	48 LF	75.00	3,600.00
0021	1099700000-E	505	CLASS IV SUBGRADE STABILIZATION	50 TON	75.00	3,750.00

Line #	ItemNumber	Sec #	Description	Quantity Unit	Unit Bid Price	Amount Bid
0022	1220000000-E	545	INCIDENTAL STONE BASE	50 TON	68.00	3,400.00
0023	1330000000-E	607	INCIDENTAL MILLING	1,340 SY	25.00	33,500.00
0024	1491000000-E	610	ASPHALT CONC BASE COURSE, TYPE B25.0C	440 TON	407.00	179,080.00
0025	1523000000-E	610	ASPHALT CONC SURFACE COURSE, TYPE S9.5C	400 TON	506.00	202,400.00
0026	1575000000-E	620	ASPHALT BINDER FOR PLANT MIX	50 TON	880.00	44,000.00
0027	2286000000-N	840	MASONRY DRAINAGE STRUCTURES	8 EA	8,500.00	68,000.00
0028	2367000000-N	840	FRAME WITH TWO GRATES, STD 840.29	4 EA	5,500.00	22,000.00
0029	2374000000-N	840	FRAME WITH GRATE & HOOD, STD 840.03, TYPE ** (E)	1 EA	7,500.00	7,500.00
0030	2374000000-N	840	FRAME WITH GRATE & HOOD, STD 840.03, TYPE ** (F)	3 EA	7,500.00	22,500.00
0031	2549000000-E	846	2'-6" CONCRETE CURB & GUTTER	380 LF	37.00	14,060.00
0032	2570000000-N	SP	MODIFIED CONCRETE FLUME	1 EA	2,588.00	2,588.00
0033	2591000000-E	848	4" CONCRETE SIDEWALK	140 SY	60.00	8,400.00
0034	2605000000-N	848	CONCRETE CURB RAMPS	3 EA	2,435.00	7,305.00
0035	2619000000-E	850	4" CONCRETE PAVED DITCH	52 SY	164.00	8,528.00
0036	2724000000-E	857	PRECAST REINFORCED CONCRETE BARRIER, SINGLE FACED	110 LF	118.00	12,980.00
0037	3345000000-E	864	REMOVE & RESET EXISTING GUARDRAIL	225 LF	22.00	4,950.00
0038	3360000000-E	863	REMOVE EXISTING GUARDRAIL	95 LF	2.50	237.50
0039	3380000000-E	862	TEMPORARY STEEL BEAM GUARDRAIL	262.5 LF	54.00	14,175.00
0040	3382000000-E	862	TEMPORARY STEEL BEAM GUARDRAIL, SHOP CURVED	50 LF	18.00	900.00
0041	3389150000-N	862	TEMPORARY GUARDRAIL END UNITS, TYPE ***** (TL-2)	4 EA	2,750.00	11,000.00
0042	3420000000-E	SP	GENERIC GUARDRAIL ITEM POWDER COATED GALVANIZED STEEL BEAM GUARDRAIL	50 LF	55.00	2,750.00

Line #	ItemNumber	Sec #	Description	Quantity Unit	Unit Bid Price	Amount Bid
0043	3420000000-E	SP	GENERIC GUARDRAIL ITEM POWDER COATED GALVANIZED STEEL BEAM GUARDRAIL, SHOP CURVED.	12.5 LF	66.00	825.00
0044	3435000000-N	SP	GENERIC GUARDRAIL ITEM POWDER COATED GALVANIZED ADDITIONAL GUARDRAIL POSTS	10 EA	55.00	550.00
0045	3435000000-N	SP	GENERIC GUARDRAIL ITEM POWDER COATED GALVANIZED GUARDRAIL ANCHOR UNITS, TYPE III	4 EA	4,400.00	17,600.00
0046	3435000000-N	SP	GENERIC GUARDRAIL ITEM POWDER COATED GALVANIZED GUARDRAIL ANCHOR UNITS, TYPE III SHOP CURVED	2 EA	5,115.00	10,230.00
0047	3435000000-N	SP	GENERIC GUARDRAIL ITEM POWDER COATED GALVANIZED GUARDRAIL END UNITS, TYPE TL-2	6 EA	5,720.00	34,320.00
0048	3649000000-E	876	RIP RAP, CLASS B	17 TON	85.00	1,445.00
0049	3656000000-E	876	GEOTEXTILE FOR DRAINAGE	755 SY	8.00	6,040.00
0050	4400000000-E	1110	WORK ZONE SIGNS (STATIONARY)	384 SF	9.00	3,456.00
0051	4410000000-E	1110	WORK ZONE SIGNS (BARRICADE MOUNTED)	52 SF	11.00	572.00
0052	4420000000-N	1120	PORTABLE CHANGEABLE MESSAGE SIGN	4 EA	10,450.00	41,800.00
0053	4424500000-N	SP	TEMPORARY PORTABLE TRAFFIC SIGNAL SYSTEM	2 EA	258,000.00	516,000.00
0054	4430000000-N	1130	DRUMS	90 EA	51.00	4,590.00
0055	4435000000-N	1135	CONES	50 EA	24.00	1,200.00
0056	4445000000-E	1145	BARRICADES (TYPE III)	195 LF	29.00	5,655.00
0057	4455000000-N	1150	FLAGGER	17 DAY	525.00	8,925.00
0058	4600000000-N	SP	GENERIC TRAFFIC CONTROL ITEM PEDESTRAIN TRANSPORT SERVICE	20 EA	15,000.00	300,000.00
0059	4685000000-E	1205	THERMOPLASTIC PAVEMENT MARKING LINES (4", 90 MILS)	4,423 LF	2.00	8,846.00
0060	4810000000-E	1205	PAINT PAVEMENT MARKING LINES (4")	4,147 LF	1.50	6,220.50
0061	4835000000-E	1205	PAINT PAVEMENT MARKING LINES (24")	44 LF	7.00	308.00
0062	4850000000-E	1205	REMOVAL OF PAVEMENT MARKING LINES (4")	1,712 LF	1.50	2,568.00

Line #	ItemNumber	Sec #	Description	Quantity Unit	Unit Bid Price	Amount Bid
0063	4870000000-E	1205	REMOVAL OF PAVEMENT MARKING LINES (24")	44 LF	5.50	242.00
0064	5912000000-N	SP	GENERIC UTILITY ITEM TEMPORARY AND PERMANENT WATER LINE CONSTRUCTION	LUMP SUM	633,962.00	633,962.00
0065	6000000000-E	1605	TEMPORARY SILT FENCE	1,310 LF	4.00	5,240.00
0066	6006000000-E	1610	STONE FOR EROSION CONTROL, CLASS A	180 TON	85.00	15,300.00
0067	6009000000-E	1610	STONE FOR EROSION CONTROL, CLASS B	215 TON	85.00	18,275.00
0068	6012000000-E	1610	SEDIMENT CONTROL STONE	335 TON	74.00	24,790.00
0069	6015000000-E	1615	TEMPORARY MULCHING	1 ACR	1,766.00	1,766.00
0070	6018000000-E	1620	SEED FOR TEMPORARY SEEDING	200 LB	2.20	440.00
0071	6021000000-E	1620	FERTILIZER FOR TEMPORARY SEEDING	1 TON	1,202.00	1,202.00
0072	6024000000-E	1622	TEMPORARY SLOPE DRAINS	200 LF	13.00	2,600.00
0073	6029000000-E	SP	SAFETY FENCE	200 LF	4.00	800.00
0074	6030000000-E	1630	SILT EXCAVATION	260 CY	75.00	19,500.00
0075	6036000000-E	1631	MATTING FOR EROSION CONTROL	4,870 SY	2.20	10,714.00
0076	6037000000-E	1629	COIR FIBER MAT	3,360 SY	5.00	16,800.00
0077	6042000000-E	1632	1/4" HARDWARE CLOTH	810 LF	5.50	4,455.00
0078	6070000000-N	1639	SPECIAL STILLING BASINS	4 EA	15,000.00	60,000.00
0079	6071002000-E	1642	FLOCCULANT	25 LB	27.00	675.00
0080	6084000000-E	1660	SEEDING & MULCHING	1 ACR	3,245.00	3,245.00
0081	6087000000-E	1660	MOWING	1 ACR	325.00	325.00
0082	6090000000-E	1661	SEED FOR REPAIR SEEDING	100 LB	5.00	500.00
0083	6093000000-E	1661	FERTILIZER FOR REPAIR SEEDING	0.5 TON	1,202.00	601.00
0084	6096000000-E	1662	SEED FOR SUPPLEMENTAL SEEDING	100 LB	5.50	550.00

## Contract Item Sheets For C204411

Line #	ItemNumber	Sec #	Description	Quantity Unit	Unit Bid Price	Amount Bid
0085	6108000000-E	1665	FERTILIZER TOPDRESSING	0.5 TON	1,202.00	601.00
0086	6111000000-E	SP	IMPERVIOUS DIKE	405 LF	135.00	54,675.00
0087	6114500000-N	1667	SPECIALIZED HAND MOWING	20 MHR	83.00	1,660.00
0088	6117000000-N	1675	RESPONSE FOR EROSION CONTROL	20 EA	435.00	8,700.00
0089	6117500000-N	SP	CONCRETE WASHOUT STRUCTURE	4 EA	2,500.00	10,000.00
0090	6123000000-E	1670	REFORESTATION	0.2 ACR	2,145.00	429.00
0091	6132000000-N	SP	GENERIC EROSION CONTROL ITEM FABRIC INSERT INLET PROTECTION CLEANOUT	9 EA	750.00	6,750.00
0092	6132000000-N	SP	GENERIC EROSION CONTROL ITEM FABRIC INSERT INLET PROTECTION, TYPE 1	3 EA	750.00	2,250.00

Contract Item Sheets For C204411

Line #	ItemNumber	Sec #	Description	Quantity Unit	Unit Bid Price	Amount Bid
WALL ITEMS						
0093	8847000000-E	SP	GENERIC RETAINING WALL ITEM ARCHITECTURAL CONCRETE SURFACE TREATMENT	2,030 SF	40.00	81,200.00
0094	8847000000-E	SP	GENERIC RETAINING WALL ITEM CAST-IN-PLACE CANTILEVER RETAINING WALL NO 1	348 SF	193.00	67,164.00
0095	8847000000-E	SP	GENERIC RETAINING WALL ITEM CAST-IN-PLACE CANTILEVER RETAINING WALL NO 2	319 SF	216.00	68,904.00
0096	8847000000-E	SP	GENERIC RETAINING WALL ITEM ROCK NAIL RETAINING WALLS	2,030 SF	192.00	389,760.00
0097	8897000000-N	SP	GENERIC STRUCTURE ITEM ROCK NAIL PROOF TESTS	4 EA	1,075.00	4,300.00
0098	8897000000-N	SP	GENERIC STRUCTURE ITEM ROCK NAIL VERIFICATION TESTS	2 EA	2,173.00	4,346.00

Line #	ItemNumber	Sec #	Description	Quantity Unit	Unit Bid Price	Amount Bid
STRUCTURE ITEMS						
0099	8017000000-N	SP	CONSTRUCTION, MAINTENANCE, & REMOVAL OF TEMP ACCESS AT STA ***** (12+30.00 -L-)	LUMP SUM	150,000.00	150,000.00
0100	8017000000-N	SP	CONSTRUCTION, MAINTENANCE, & REMOVAL OF TEMP ACCESS AT STA ***** (13+33.99 -L-)	LUMP SUM	150,000.00	150,000.00
0101	8035000000-N	402	REMOVAL OF EXISTING STRUCTURE AT STATION ***** (12+30.00 -L-)	LUMP SUM	287,000.00	287,000.00
0102	8035000000-N	402	REMOVAL OF EXISTING STRUCTURE AT STATION ***** (13+33.99 -L-)	LUMP SUM	287,000.00	287,000.00
0103	8065000000-N	SP	ASBESTOS ASSESSMENT	LUMP SUM	2,200.00	2,200.00
0104	8096000000-E	450	PILE EXCAVATION IN SOIL	35 LF	165.00	5,775.00
0105	8097000000-E	450	PILE EXCAVATION NOT IN SOIL	135 LF	495.00	66,825.00
0106	8105520000-E	411	3'-0" DIA DRILLED PIERS IN SOIL	28.5 LF	1,091.00	31,093.50
0107	8105620000-E	411	3'-0" DIA DRILLED PIERS NOT IN SOIL	22 LF	3,271.00	71,962.00
0108	8113000000-N	411	SID INSPECTIONS	1 EA	42,350.00	42,350.00
0109	8115000000-N	411	CSL TESTING	1 EA	1,650.00	1,650.00
0110	8121000000-N	412	UNCLASSIFIED STRUCTURE EXCAVATION AT STATION ***** (12+30.00 -L-)	LUMP SUM	25,000.00	25,000.00
0111	8121000000-N	412	UNCLASSIFIED STRUCTURE EXCAVATION AT STATION ***** (13+33.99 -L-)	LUMP SUM	25,000.00	25,000.00
0112	8147000000-E	420	REINFORCED CONCRETE DECK SLAB	3,863 SF	58.00	224,054.00
0113	8161000000-E	420	GROOVING BRIDGE FLOORS	3,809 SF	3.00	11,427.00
0114	8175000000-E	420	CLASS AA CONCRETE (BRIDGE)	20.8 CY	1,500.00	31,200.00
0115	8182000000-E	420	CLASS A CONCRETE (BRIDGE)	220.1 CY	1,388.00	305,498.80
0116	8210000000-N	422	BRIDGE APPROACH SLABS, STATION ***** (12+30.00 -L-)	LUMP SUM	48,000.00	48,000.00

Line #	ItemNumber	Sec #	Description	Quantity Unit	Unit Bid Price	Amount Bid
0117	8210000000-N	422	BRIDGE APPROACH SLABS, STATION ***** (13+33.99 -L-)	LUMP SUM	48,000.00	48,000.00
0118	8217000000-E	425	REINFORCING STEEL (BRIDGE)	30,515 LB	2.20	67,133.00
0119	8224000000-E	425	EPOXY COATED REINFORCING STEEL (BRIDGE)	870 LB	3.20	2,784.00
0120	8238000000-E	425	SPIRAL COLUMN REINFORCING STEEL (BRIDGE)	1,301 LB	3.80	4,943.80
0121	8280000000-E	440	APPROX ..... LBS STRUCTURAL STEEL	215,000 LS	500,000.00	500,000.00
0122	8328200000-E	450	PILE DRIVING EQUIPMENT SETUP FOR *** STEEL PILES (HP 12 X 53)	14 EA	3,500.00	49,000.00
0123	8364000000-E	450	HP 12 X 53 STEEL PILES	279 LF	216.00	60,264.00
0124	8517000000-E	460	1'-*** X ***** CONCRETE PARAPET (1'-2" X 2'-6")	279.1 LF	192.00	53,587.20
0125	8517000000-E	460	1'-*** X ***** CONCRETE PARAPET (1'-2" X 2'-9 1/2")	106.83 LF	192.00	20,511.36
0126	8517000000-E	460	1'-*** X ***** CONCRETE PARAPET (1'-2" X 3'-6 1/2")	106.83 LF	192.00	20,511.36
0127	8608000000-E	876	RIP RAP CLASS II (2'-0" THICK)	613 TON	89.00	54,557.00
0128	8622000000-E	876	GEOTEXTILE FOR DRAINAGE	680 SY	8.00	5,440.00
0129	8657000000-N	430	ELASTOMERIC BEARINGS	LUMP SUM	19,658.00	19,658.00
0130	8692000000-N	SP	FOAM JOINT SEALS	LUMP SUM	15,000.00	15,000.00
0131	8762000000-E	430	3'-0" X 1'-9" PRESTRESSED CONC CORED SLABS	440 LF	289.00	127,160.00
0132	8763000000-E	430	3'-0" X 2'-0" PRESTRESSED CONC CORED SLABS	825 LF	315.00	259,875.00
0133	8860000000-N	SP	GENERIC STRUCTURE ITEM WATER LINE HANGERS	LUMP SUM	96,291.00	96,291.00
0134	8867000000-E	SP	GENERIC STRUCTURE ITEM ANODIZED TWO BAR METAL RAIL	460.67 LF	221.00	101,808.07
0135	8897000000-N	SP	GENERIC STRUCTURE ITEM 10-3/4" DIA MICROPILES	19 EA	8,045.00	152,855.00
TOTAL AMOUNT OF BID FOR ENTIRE PROJECT						\$8,416,854.09



C204411

Contract No. \_\_\_\_\_

Rev. 1-16-18

County Haywood

**EXECUTION OF CONTRACT  
NON-COLLUSION, DEBARMENT AND GIFT BAN CERTIFICATION**

**CORPORATION**

The Contractor declares (or certifies, verifies, or states) under penalty of perjury under the laws of the United States that neither he, nor any official, agent or employee has entered into any agreement, participated in any collusion, or otherwise taken any action which is in restraint of free competitive bidding in connection with this Contract, that the Contractor has not been convicted of violating N.C.G.S. § 133-24 within the last three years, and that the Contractor intends to do the work with its own bona fide employees or subcontractors and did not bid for the benefit of another contractor.

By submitting this Execution of Contract, Non Collusion and Debarment Certification, the Contractor is certifying his status under penalty of perjury under the laws of the United States in accordance with the Debarment Certification attached, provided that the Debarment Certification also includes any required statements concerning 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**

Whaley Construction, LLC.

Full name of Corporation

P.O. Box 70 Kodak, TN 37764

Address as Prequalified

Attest *SVS* Secretary  
Secretary/Assistant Secretary  
Select appropriate title

By *Colton Madison* Vice President  
President/Vice President/Assistant Vice President  
Select appropriate title

Alex Vandergriff

Print or type Signer's name

Colton Madison

Print or type Signer's name

**CORPORATE SEAL**



## 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.

### 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.**     **C204411**

**County (ies):**     **Haywood**

ACCEPTED BY THE  
DEPARTMENT OF TRANSPORTATION

DocuSigned by:

*Ronald E. Davenport, Jr.*

52C46046381F443...

Contract Officer

06/20/2024

Date

Execution of Contract and Bonds  
Approved as to Form:

DocuSigned by:

*Steven Armstrong*

5C738C23AF06459...

Attorney General

06/20/2024

Date

Signature Sheet (Bid - Acceptance by Department)

Contract No. C204411  
County Haywood

Rev 5-17-11

Bond #CA5770072

**CONTRACT PAYMENT BOND**

Date of Payment Bond Execution June 17, 2024  
Name of Principal Contractor Whaley Construction LLC  
Name of Surety: Great American Insurance Company  
Name of Contracting Body: **North Carolina Department of Transportation**  
**Raleigh, North Carolina**  
Amount of Bond: \$8,416,854.09  
Contract ID No.: C204411  
County Name: Haywood

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. C204411  
County Haywood

Rev 5-17-11

**CONTRACT PAYMENT BOND**



*Attn: Seal of Surety* Great American Insurance Company  
Print or type Surety Company Name

By Kimberly Stewart  
Print, stamp or type name of Attorney-in-Fact

*Kimberly Stewart*  
Signature of Attorney-in-Fact

*Melissa Bryson*  
Signature of Witness

Melissa Bryson  
Print or type Signer's name

PO Box 809, Athens TN 37371-0809  
Address of Attorney-in-Fact

Contract No.  
County

C204411  
Haywood

Rev 5-17-11

**CONTRACT PAYMENT BOND**

**CORPORATION**

SIGNATURE OF CONTRACTOR (Principal)

Whaley Construction LLC

Full name of Corporation

PO Box 70 Kodak TN 37764

Address as prequalified

By Colton Madison, vice President  
Signature of ~~President, Vice President, Assistant Vice President~~  
Select appropriate title

Colton Madison  
Print or type Signer's name

Affix Corporate Seal



Attest SLG, Secretary  
Signature of Secretary, ~~Assistant Secretary~~  
Select appropriate title

Alex Vandergriff  
Print or type Signer's name

Contract No.  
County

C204411

Haywood

Rev 5-17-11

Bond #CA577072

### CONTRACT PERFORMANCE BOND

Date of Performance Bond Execution: June 17, 2024

Name of Principal Contractor: Whaley Construction LLC

Name of Surety: Great American Insurance Company

Name of Contracting Body: North Carolina Department of Transportation  
Raleigh, North Carolina

Amount of Bond: \$8,416,854.09

Contract ID No.: C204411

County Name: Haywood

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.



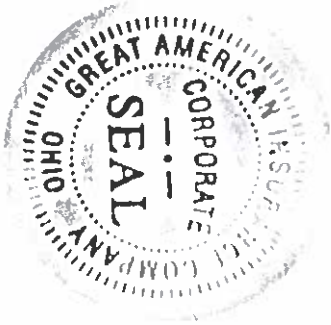
Contract No. C204411  
County Haywood

Rev 5-17-11

**CONTRACT PERFORMANCE BOND** *Affix Seal of Surety*

*Company*

Great American Insurance Company  
Print or type Surety Company Name



By Kimberly Stewart  
Print, stamp or type name of Attorney-in-Fact

Kimberly Stewart  
Signature of Attorney-in-Fact

Melissa Bryson  
Signature of Witness

Melissa Bryson  
Print or type Signer's name

PO Box 809, Athens TN 37371-0809  
Address of Attorney-in-Fact

Contract No. C204411  
County Haywood

Rev 5-17-11

**CONTRACT PERFORMANCE BOND**

**CORPORATION**

SIGNATURE OF CONTRACTOR (Principal)

Whaley Construction LLC

Full name of Corporation

PO Box 70 Kodak TN 37764

Address as prequalified

By Colton Madison, Vice President  
Signature of ~~President, Vice President, Assistant Vice President~~  
Select appropriate title

Colton Madison  
Print or type Signer's name

Affix Corporate Seal



Attest [Signature] Secretary  
Signature of Secretary, ~~Assistant Secretary~~  
Select appropriate title

Alex Vandusiff  
Print or type Signer's name

**GREAT AMERICAN INSURANCE COMPANY®**

**Administrative Office: 301 E 4TH STREET • CINCINNATI, OHIO 45202 • 513-369-5000 • FAX 513-723-2740**

The number of persons authorized by this power of attorney is not more than **SEVEN**

No. 0 22300

**POWER OF ATTORNEY**

**KNOW ALL MEN BY THESE PRESENTS:** That the GREAT AMERICAN INSURANCE COMPANY, a corporation organized and existing under and by virtue of the laws of the State of Ohio, does hereby nominate, constitute and appoint the person or persons named below, each individually if more than one is named, its true and lawful attorney-in-fact, for it and in its name, place and stead to execute on behalf of the said Company, as surety, any and all bonds, undertakings and contracts of suretyship, or other written obligations in the nature thereof; provided that the liability of the said Company on any such bond, undertaking or contract of suretyship executed under this authority shall not exceed the limit stated below.

Name	Address	Limit of Power
ALLEN F. CARTER MARIE D. McDONALD KIMBERLY STEWART MELISSA BRYSON	WILLIAM CULLEN TREW SARAH WHATLEY ANGELICA SHAW	ALL OF ATHENS, TENNESSEE \$100,000,000

This Power of Attorney revokes all previous powers issued on behalf of the attorney(s)-in-fact named above.

IN WITNESS WHEREOF the GREAT AMERICAN INSURANCE COMPANY has caused these presents to be signed and attested by its appropriate officers and its corporate seal hereunto affixed this 3RD day of JANUARY 2024

Attest

GREAT AMERICAN INSURANCE COMPANY



*Steph L. C. B.*

Assistant Secretary

*Mark V. Vicario*

Divisional Senior Vice President

STATE OF OHIO, COUNTY OF HAMILTON - ss:

MARK VICARIO (877-377-2405)

On this 3RD day of JANUARY, 2024, before me personally appeared MARK VICARIO, to me known, being duly sworn, deposes and says that he resides in Cincinnati, Ohio, that he is a Divisional Senior Vice President of the Bond Division of Great American Insurance Company, the Company described in and which executed the above instrument, that he knows the seal of the said Company; that the seal affixed to the said instrument is such corporate seal, that it was so affixed by authority of his office under the By-Laws of said Company, and that he signed his name thereto by like authority.



SUSAN A KOHORST  
Notary Public  
State of Ohio  
My Comm. Expires  
May 18, 2025

*Susan A. Kohorst*

This Power of Attorney is granted by authority of the following resolutions adopted by the Board of Directors of Great American Insurance Company by unanimous written consent dated June 9, 2008.

*RESOLVED: That the Divisional President, the several Divisional Senior Vice Presidents, Divisional Vice Presidents and Divisional Assistant Vice Presidents, or any one of them, be and hereby is authorized, from time to time, to appoint one or more Attorneys-in-Fact to execute on behalf of the Company, as surety, any and all bonds, undertakings and contracts of suretyship, or other written obligations in the nature thereof; to prescribe their respective duties and the respective limits of their authority; and to revoke any such appointment at any time.*

*RESOLVED FURTHER. That the Company seal and the signature of any of the aforesaid officers and any Secretary or Assistant Secretary of the Company may be affixed by facsimile to any power of attorney or certificate of either given for the execution of any bond, undertaking, contract of suretyship, or other written obligation in the nature thereof, such signature and seal when so used being hereby adopted by the Company as the original signature of such officer and the original seal of the Company, to be valid and binding upon the Company with the same force and effect as though manually affixed.*

**CERTIFICATION**

STEPHEN BERAHA, Assistant Secretary of Great American Insurance Company, do hereby certify that the foregoing Power of Attorney and the Resolutions of the Board of Directors of June 9, 2008 have not been revoked and are now in full force and effect.

Signed and sealed on the

17th day of June, 2024



*Steph L. C. B.*

Assistant Secretary