

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

C204629

CONTRACT AND
CONTRACT BONDS

FOR CONTRACT NO. C204629

WBS 45579.3.1 STATE FUNDED

T.I.P NO. B-5624

COUNTY OF BRUNSWICK
THIS IS THE ROADWAY & STRUCTURE CONTRACT
ROUTE NUMBER NC 211 LENGTH 0.266 MILES
LOCATION BRIDGE #57 OVER DRIVING CREEK ON NC-211.

CONTRACTOR THE TARA GROUP OF LUMBERTON INC
ADDRESS 2700 NC HWY 72 WEST
LUMBERTON, NC 28360

BIDS OPENED JANUARY 18, 2022
CONTRACT EXECUTION 02/07/2022

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

PROPOSAL

DATE AND TIME OF BID OPENING: **JANUARY 18, 2022 AT 2:00 PM**

CONTRACT ID C204629

WBS 45579.3.1

FEDERAL-AID NO. STATE FUNDED

COUNTY BRUNSWICK

T.I.P. NO. B-5624

MILES 0.266

ROUTE NO. NC 211

LOCATION BRIDGE #57 OVER DRIVING CREEK ON NC-211.

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

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. NOT WITHSTANDING THESE LIMITATIONS ON BIDDING, THE BIDDER WHO IS AWARDED ANY PROJECT SHALL COMPLY WITH CHAPTER 87 OF THE GENERAL STATUTES OF NORTH CAROLINA FOR LICENSING REQUIREMENTS WITHIN 60 CALENDAR DAYS OF BID OPENING, REGARDLESS OF FUNDING SOURCES.

BIDS WILL BE RECEIVED AS SHOWN BELOW:

THIS IS A ROADWAY & STRUCTURE PROPOSAL

5% BID BOND OR BID DEPOSIT REQUIRED

**PROPOSAL FOR THE CONSTRUCTION OF
CONTRACT No. C204629 IN BRUNSWICK COUNTY, NORTH CAROLINA**

Date _____ 20 _____

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

The Bidder has carefully examined the location of the proposed work to be known as Contract No. **C204629** has carefully examined the plans and specifications, which are acknowledged to be part of the proposal, the special provisions, the proposal, the form of contract, and the forms of contract payment bond and contract performance bond; and thoroughly understands the stipulations, requirements and provisions. The undersigned bidder agrees to bound upon his execution of the bid and subsequent award to him by the Board of Transportation in accordance with this proposal to provide the necessary contract payment bond and contract performance bond within fourteen days after the written notice of award is received by him. The undersigned Bidder further agrees to provide all necessary machinery, tools, labor, and other means of construction; and to do all the work and to furnish all materials, except as otherwise noted, necessary to perform and complete the said contract in accordance with *the 2018 Standard Specifications for Roads and Structures* by the dates(s) specified in the Project Special Provisions and in accordance with the requirements of the Engineer, and at the unit or lump sum prices, as the case may be, for the various items given on the sheets contained herein.

The Bidder shall provide and furnish all the materials, machinery, implements, appliances and tools, and perform the work and required labor to construct and complete State Highway Contract No. **C204629** in **Brunswick County**, for the unit or lump sum prices, as the case may be, bid by the Bidder in his bid and according to the proposal, plans, and specifications prepared by said Department, which proposal, plans, and specifications show the details covering this project, and hereby become a part of this contract.

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

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

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

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

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



State Contract Officer

DocuSigned by:
Ronald E. Davenport, Jr.

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Dec 16, 2021

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

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

108

SP1 G07 A

The date of availability for this contract is **February 28, 2022**, except that work in jurisdictional waters and wetlands shall not begin until a meeting between the DOT, Regulatory Agencies, and the Contractor is held as stipulated in the permits contained elsewhere in this proposal. This delay in availability has been considered in determining the contract time for this project.

The completion date for this contract is **December 12, 2023**.

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

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

INTERMEDIATE CONTRACT TIME NUMBER 1 AND LIQUIDATED DAMAGES:

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

108

SP1 G13 A

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

The date of availability for this intermediate contract time is **February 28, 2022**.

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

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

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

INTERMEDIATE CONTRACT TIME NUMBER 2 AND LIQUIDATED DAMAGES:

(2-20-07)

108

SP1 G14 B

The Contractor shall not narrow or close a lane of traffic on **NC 211**, detain and /or alter the traffic flow on or during holiday weekends, special events, or any other time when traffic is unusually heavy, including the following schedules:

HOLIDAY AND HOLIDAY WEEKEND LANE CLOSURE RESTRICTIONS

1. For **unexpected occurrence** that creates unusually high traffic volumes, as directed by the Engineer.
2. For **New Year's Day**, between the hours of **4:00 P.M.** December 31st and **9:00 A.M.** January 2nd. If New Year's Day is on a Friday, Saturday, Sunday or Monday, then until **9:00 A.M.** the following Tuesday.
3. For **Easter**, between the hours of **4:00 P.M.** Thursday and **9:00 A.M.** Monday.
4. For **Memorial Day**, between the hours of **4:00 P.M.** Friday and **9:00 A.M.** Tuesday.
5. For **Independence Day**, between the hours of **4:00 P.M.** the day before Independence Day and **9:00 A.M.** the day after Independence Day.

If **Independence Day** is on a Friday, Saturday, Sunday or Monday, then between the hours of **4:00 P.M.** the Thursday before Independence Day and **9:00 A.M.** the Tuesday after Independence Day.
6. For **Labor Day**, between the hours of **4:00 P.M.** Friday and **9:00 A.M.** Tuesday.
7. For **Thanksgiving**, between the hours of **4:00 P.M.** Tuesday and **9:00 A.M.** Monday.
8. For **Christmas**, between the hours of **4:00 P.M.** the Friday before the week of Christmas Day and **9:00 A.M.** the following Tuesday after the week of Christmas Day.

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

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

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

The liquidated damages are **Five Hundred Dollars (\$ 500.00)** per hour.

PERMANENT VEGETATION ESTABLISHMENT:

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

104

SP1 G16

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

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

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

CONSTRUCTION MORATORIUM:

(1-19-16)

SP1 G18C

No tree cutting will be allowed when **temperature is 40 degrees or less.**

DELAY IN RIGHT OF ENTRY:

(7-1-95) (Rev. 7-15-14)

108

SP1 G22

The Contractor will not be allowed right of entry to the following parcel(s) prior to the listed date(s) unless otherwise permitted by the Engineer.

| <u>Parcel No.</u> | <u>Property Owner</u> | <u>Date</u> |
|--------------------------|------------------------------|--------------------|
| 002 | The Nature Conservancy | 01-18-22 |

MAJOR CONTRACT ITEMS:

(2-19-02)

104

SP1 G28

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

| Line # | Description |
|---------------|--|
| 21 | Asphalt Conc Base Course, Type B25.0C |
| 97 | Reinforced Concrete Deck Slab |
| 102 | 45" Prestressed Concrete Girders |
| 110 | 18" Galvanized Steel Sheet Pile System |

SPECIALTY ITEMS:

(7-1-95)(Rev. 7-20-21)

108-6

SP1 G37

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

| Line # | Description |
|---------------|-----------------------------|
| 34-41 | Guardrail |
| 56, 59 | Long-Life Pavement Markings |
| 60-61 | Permanent Pavement Markers |
| 62-87, 90-91 | Erosion Control |
| 88-89 | Reforestation |

FUEL PRICE ADJUSTMENT:

(11-15-05) (Rev. 7-20-21)

109-8

SP1 G43

Revise the 2018 Standard Specifications as follows:

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

The base index price for DIESEL #2 FUEL is \$ **2.4615** per gallon. Where any of the following are included as pay items in the contract, they will be eligible for fuel price adjustment.

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

| Description | Units | Fuel Usage Factor Diesel |
|--|--------------|---------------------------------|
| Unclassified Excavation | Gal/CY | 0.29 |
| Borrow Excavation | Gal/CY | 0.29 |
| Class IV Subgrade Stabilization | Gal/Ton | 0.55 |
| Aggregate Base Course | Gal/Ton | 0.55 |
| Sub-Ballast | Gal/Ton | 0.55 |
| Asphalt Concrete Base Course, Type _____ | Gal/Ton | 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 |
| Aggregate for Cement Treated Base Course | Gal/Ton | 0.55 |
| Portland Cement for Cement Treated Base Course | Gal/Ton | 0.55 |
| " Portland Cement Concrete Pavement | Gal/SY | 0.245 |
| Concrete Shoulders Adjacent to " Pavement | Gal/SY | 0.245 |

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.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.

SCHEDULE OF ESTIMATED COMPLETION PROGRESS:

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

108-2

SP1 G58

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

| | <u>Fiscal Year</u> | <u>Progress (% of Dollar Value)</u> |
|------|---------------------------|--|
| 2022 | (7/01/21 - 6/30/22) | 36% of Total Amount Bid |
| 2023 | (7/01/22 - 6/30/23) | 64% of Total Amount Bid |

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

MINORITY BUSINESS ENTERPRISE AND WOMEN BUSINESS ENTERPRISE:

(10-16-07)(Rev. 8-17-21)

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

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

JC-1 Joint Check Notification Form - Form and procedures for joint check notification. The form acts as a written joint check agreement among the parties providing full and prompt disclosure of the expected use of joint checks.
<http://connect.ncdot.gov/projects/construction/Construction%20Forms/Joint%20Check%20Notification%20Form.pdf>

Letter of Intent - Form signed by the Contractor and the 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 **6.0 %**

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

(A) Minority Business Enterprises **3.0 %**

- (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 **3.0 %**

- (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 (2nd and 3rd 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 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. 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 *2018 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)

450

SP1 G112 C

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

MAINTENANCE OF THE PROJECT:

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

104-10

SP1 G125

Revise the *2018 Standard Specifications* as follows:

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

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

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

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

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

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

reports required as described above, will be considered to be an incidental part of the work being paid for by the various contract items.

COOPERATION BETWEEN CONTRACTORS:

(7-1-95)

105-7

SP1 G133

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

B-4439 (Replace Bridge #100 over Muddy Branch on SR 1342 in Brunswick County) is anticipated for an April 21, 2022 Division POC Letting. Currently, B-4439 requires an off-site detour to complete its bridge replacement and NC 211 (and this project) is a part of its off-site detour route.

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

ELECTRONIC BIDDING:

(2-19-19)

101, 102, 103

SP1 G140

Revise the *2018 Standard Specifications* as follows:

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

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

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

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

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

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. 4-5-19)

105-16, 230, 801

SP1 G181

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

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

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

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

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

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

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

exhaust all Tier I Methods on a site exclusive of rare or unique resources or special environmental conditions, Tier II Methods may be required by regulators on a case by case basis per supplemental agreement.

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

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

PROJECT SPECIAL PROVISIONS**ROADWAY****CLEARING AND GRUBBING – MODIFIED METHOD III:**

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

200

SP2 R02B(Revised)

Perform clearing on this project to the limits established by Modified Method “III” shown in the plans. Conventional clearing methods may be used unless 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(Rev)

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. Salvage and stockpile the aggregate base course removed from the detours at locations within the right of way, as directed by the Engineer, for removal by State Forces. Place pavement and earth material removed from the 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 aggregate base course, rip rap, shoulder berm gutter, 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, salvaging, and stockpiling aggregate base course; and for placing earth material and pavement in embankments or disposing of earth material and pavement in waste areas.

SHOULDER AND FILL SLOPE MATERIAL:

(5-21-02)

235, 560

SP2 R45 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 *2018 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 *2018 Standard Specifications* for *Borrow Excavation*.

MANUFACTURED QUARRY FINES IN EMBANKMENTS:

(01-17-17)

235

SP02 R72(Rev)

Description

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

Materials

Manufactured Quarry Fines.

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

The following MQFs are unacceptable:

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

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

Geotextiles

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

Preconstruction Requirements

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

- (A) Description, purpose and location of project.
- (B) Estimated start and completion dates of project.

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

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

Construction Methods

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

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

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

Measurement and Payment

Borrow Excavation will be measured by truck volume and paid in cubic yards in accordance with Article 230-5 of the *2018 Standard Specifications*. As an alternate weigh tickets can be provided and payment made by converting weight to cubic yards based on the verifiable unit weight. Where the pay item for *Borrow Excavation* is not included in the original contract then no separate payment will be made for this item and payment will be included in the lump sum price bid for *Grading*.

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

CORRUGATED ALUMINUM ALLOY CULVERT PIPE:

(9-21-21)

305, 310

SP3 R34

Revise the *Standard Specifications* as follows:

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

| Item | Section |
|------------------|----------------|
| Waterborne Paint | 1080-9 |
| Hot Bitumen | 1081-3 |

Page 3-5, Article 305-3, CONSTRUCTION METHODS, add the following after line 24:

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 6-11, 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. Such price and payment will be full compensation for all materials, labor, equipment, and other incidentals necessary to complete the work.

POLYPROPYLENE CULVERT PIPE:

(8-20-19)

305,310

SP3 R35

Revise the *2018 Standard Specifications* as follows:

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

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

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

| Item | Section |
|--------------------|----------------|
| Polypropylene Pipe | 1032-9 |

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

| Item | Section |
|--------------------|----------------|
| Polypropylene Pipe | 1032-9 |

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

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

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

following:

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

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

| Pay Item | Pay Unit |
|------------------------|-----------------|
| __" Polypropylene Pipe | Linear Foot |

Page 10-60, add Article 1032-9:

(A) General

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

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

(B) End Treatments, Pipe Tees and Elbows

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

(C) Marking

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

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

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

BRIDGE APPROACH FILLS:

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

422

SP4 R02A

Description

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

Define bridge approach fill types as follows:

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

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

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

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

Materials

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

| Item | Section |
|-------------------------------|----------------|
| Geotextiles, Type 1 | 1056 |
| Portland Cement Concrete | 1000 |
| Select Materials | 1016 |
| Subsurface Drainage Materials | 1044 |

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

Construction Methods

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

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

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

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

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

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

Measurement and Payment

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

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

Payment will be made under:

| Pay Item | Pay Unit |
|--|-----------------|
| Type I Standard Approach Fill, Station _____ | Lump Sum |
| Type II Modified Approach Fill, Station _____ | Lump Sum |
| Type III Reinforced Approach Fill, Station _____ | Lump Sum |

ALTERNATE BRIDGE APPROACH FILLS FOR INTEGRAL ABUTMENTS:

(1-16-18)

422

SP4 R02B

Description

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

Materials

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

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

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

Construction Methods

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

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

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

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

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

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

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

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

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

Measurement and Payment

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

PRICE ADJUSTMENT - ASPHALT BINDER FOR PLANT MIX:

(11-21-00)

620

SP6 R25

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

The base price index for asphalt binder for plant mix is \$ **521.36** per ton.

This base price index represents an average of F.O.B. selling prices of asphalt binder at supplier's terminals on **December 1, 2021**.

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*.

ASPHALT CONCRETE PLANT MIX PAVEMENTS:

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

610, 1012

SP6 R65

Revise the *2018 Standard Specifications* as follows:

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

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

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

| Binder Grade | JMF Temperature |
|---------------------|------------------------|
| PG 58-28; PG 64-22 | 250 - 290°F |
| PG 76-22 | 300 - 325°F |

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

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

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

**TABLE 610-3
MIX DESIGN CRITERIA**

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

- A. Based on 20 year design traffic.
 B. Volumetric Properties based on specimens compacted to N_{des} as modified by the Department.
 C. Dust to Binder Ratio (P_{0.075} / P_{bc}) for Type S4.75A is 1.0 - 2.0.
 D. NCDOT-T-283 (No Freeze-Thaw cycle required).
 E. TSR for Type S4.75A & B25.0C mixes is 80% minimum.

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

**TABLE 610-5
BINDER GRADE REQUIREMENTS (BASED ON RBR%)**

| Mix Type | %RBR ≤ 20% | 21% ≤ %RBR ≤ 30% | %RBR ≥ 30% |
|--|-----------------------|-----------------------|------------|
| S4.75A, S9.5B, S9.5C, I19.0C, B25.0C | PG 64-22 | PG 64-22 ^A | PG-58-28 |
| S9.5D, OGFC | PG 76-22 ^B | n/a | n/a |

- A. If the mix contains any amount of RAS, the virgin binder shall be PG 58-28.
 B. Maximum Recycled Binder Replacement (%RBR) is 18% for mixes using PG 76-22 binder.

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

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

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

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

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

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

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

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

| TABLE 610-7 DENSITY REQUIREMENTS | |
|---|---|
| Mix Type | Minimum % G_{mm} (Maximum Specific Gravity) |
| S4.75A | 85.0 ^A |
| S9.5B | 90.0 |
| S9.5C, S9.5D, I19.0C, B25.0C | 92.0 |

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

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

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

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

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

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

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

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

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

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

Asphalt Concrete Surface Course, Type S9.5D

Ton

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

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

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

A. Requirements apply to the design aggregate blend.

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

AUTOMATED MACHINE GUIDANCE

(1-2-11)

801

SP8 R01

General

This Special Provision contains requirements to be followed if the Contractor elects to use Global Positioning System (GPS) machine control grading and shall be used in conjunction with Section 801 of the *Standard Specifications*. The use of this technology is referenced as Automated Machine Guidance (AMG).

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

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

Submittals

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

At least 90 days prior to beginning grading operations, the Contractor shall submit to the Engineer an AMG work plan to include, but not limited to, proposed equipment, control software

manufacturer and version, types of work to be completed using AMG, project site calibration report, repetitive calibration methods for construction equipment and rover units to be used for the duration of the project, and local GPS base station to be used for broadcasting differential correction data to rover units (this may include the NC Network RTK). All surveys must be tied to existing project control as established by NCDOT.

Inspection

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

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

Subgrade and Base Controls

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

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

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

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

Measurement and Payment

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

SUPPLEMENTAL SURVEYING:

(4-20-21)

801

SP8 R03

Revise the *2018 Standard Specifications* as follows:

Page 8-7, Article 801-3 MEASUREMENT AND PAYMENT, lines 10-11, replace with the following:

Supplemental Surveying Office Calculations will be paid at the stated price of \$85.00 per hour. *Supplemental Field Surveying* will be paid at the stated price of \$145.00 per hour. The

GUARDRAIL END UNITS, TYPE - TL-3:

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

862

SP8 R65

Description

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

Materials

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

Prior to installation the Contractor shall submit to the Engineer:

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

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

Construction Methods

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

Measurement and Payment

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

Payment will be made under:

Pay Item

Guardrail End Units, Type TL-3

Pay Unit

Each

GUARDRAIL ANCHOR UNITS AND TEMPORARY GUARDRAIL ANCHOR UNITS:

(1-16-2018)

862

SP8 R70

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

Revise the *2018 Standard Specifications* as follows:

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

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

Payment will be made under:

Pay ItemGuardrail Anchor Units, Type ____
Temporary Guardrail Anchor Units, Type ____**Pay Unit**Each
Each**PORTLAND CEMENT CONCRETE PRODUCTION AND DELIVERY:**

(9-15-20)

1000, 1014, 1024

SP10 R01

Revise the *2018 Standard Specifications* as follows:

Page 10-6, Table 1000-1, REQUIREMENTS FOR CONCRETE, replace with the following:

| Class of Concrete | Min. Compressive Strength at 28 days | Maximum Water-Cement Ratio | | | | Consistency Maximum Slump | | Cement Content | | | |
|----------------------|---|-------------------------------|----------------------|-----------------------------------|----------------------|---------------------------------|------------------|----------------|------|--------------|-------|
| | | Air-Entrained Concrete | | Non-Air- Entrained Concrete | | Vibrated | Non- Vibrated | Vibrated | | Non-Vibrated | |
| | | Rounded Aggregate | Angular Aggregate | Rounded Aggregate | Angular Aggregate | | | Min. | Max. | Min. | Max. |
| | | Units | psi | | | | | inch | inch | lb/cy | lb/cy |
| AA | 4500 | 0.381 | 0.426 | --- | --- | 3.5 ^A | --- | 639 | 715 | --- | --- |
| AA Slip Form | 4500 | 0.381 | 0.426 | --- | --- | 1.5 | --- | 639 | 715 | --- | --- |

| | | | | | | | | | | | | |
|-------------------------------|------------------------------------|---------------------|---------------------|-----------|-----------|------------------------------------|-----------------------|-----------|-----------|-----------|-----------|-----------|
| Drilled Pier | 4500 | --- | --- | 0.450 | 0.450 | --- | 5 - 7 dry | --- | --- | 640 | 800 | |
| A | 3000 | 0.488 | 0.532 | 0.550 | 0.594 | 3.5 ^A | 7 - 9 wet | 4.0 | 564 | --- | 602 | --- |
| B | 2500 | 0.488 | 0.567 | 0.559 | 0.630 | 1.5 machine placed | | 4.0 | 508 | --- | 545 | --- |
| | | | | | | 2.5 ^A hand placed | | | | | | |
| Sand Light-weight | 4500 | --- | 0.420 | --- | --- | 4.0 ^A | | --- | 715 | --- | --- | --- |
| Latex Modified | 3000 (at 7 days) | 0.400 | 0.400 | --- | --- | 6.0 | | --- | 658 | --- | --- | --- |
| Flowable Fill excavatable | 150 max. (at 56 days) | as needed | as needed | as needed | as needed | --- | Flowable | --- | --- | --- | 40 | 100 |
| Flowable Fill non-excavatable | 125 | as needed | as needed | as needed | as needed | --- | Flowable | --- | --- | --- | 100 | as needed |
| Pavement | 4500 Design, field | | | | | | 1.5 slip form | | | | | |
| | 650 flexural, design only | 0.559 | 0.559 | --- | --- | | 3.0 hand placed | --- | 526 | --- | --- | --- |
| Precast | See Table 1077-1 | as needed | as needed | --- | --- | 6.0 | as needed | as needed | as needed | as needed | as needed | as needed |
| Prestressed | per contract | See Table 1078-1 | See Table 1078-1 | --- | --- | 8.0 | --- | --- | 564 | as needed | --- | --- |

- A. The slump may be increased to 6 inches, provided the increase in slump is achieved by adding a chemical admixture conforming to Section 1024-3. In no case shall the water-cement ratio on the approved design be exceeded. Concrete exhibiting segregation and/or excessive bleeding will be rejected. Utilizing an Admixture to modify slump does not relinquish the contractor's responsibility to ensure the final product quality and overall configuration meets design specifications. Caution should be taken when placing these modified mixes on steep grades to prevent unintended changes to the set slope.

THERMOPLASTIC PAVEMENT MARKING MATERIAL – COLOR TESTING:

3-19-19

1087

SP10 R05

Revise the *2018 Standard Specifications* as follows:

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

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

**POLYUREA PAVEMENT MARKING MATERIAL – TYPE 2 TYPICAL CERTIFIED
MILL TEST REPORT:**

3-19-19

1087

SP10 R06

Amend the *2018 Standard Specifications* as follows:

Page 10-184, Subarticle 1087-8 Material Certification, in accordance with Subarticle 106-3 provide a Type 2 Typical Certified Mill Test Report and a Type 3 Manufacturer's Certification for Polyurea pavement marking material.

When tested, the material shall meet the physical and chemical characteristics provided by the manufacturer. NCDOT reserves the right to compare these test results to baseline test results gathered by the NCDOT Materials and Test Unit.

NON-CAST IRON SNOWPLOWABLE PAVEMENT MARKERS:

10-19-21 (Rev. 11-16-21)

1086, 1250, 1253

SP10 R08

Revise the *2018 Standard Specifications* as follows:

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

(A) General

Use non-cast iron snowplowable pavement markers evaluated by NTPEP. The non-cast iron snowplowable pavement marker shall consist of a housing with one or more glass or plastic face lens type reflective lenses to provide the required color designation. The marker shall be designed or installed in a manner that minimizes damage from snowplow blades. Plastic lens faces shall use an abrasion resistant coating.

(B) Housings

(1) Dimensions

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

(2) Materials

Use non-cast iron snowplowable pavement markers that are on the NCDOT Approved Products List.

(3) Surface

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

(4) Identification

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

(C) Reflectors**(1) General**

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

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

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

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

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

Pages 12-16, Subarticle 1253-1 DESCRIPTION, lines 4-5, delete and replace with the following:

Furnish, install and maintain non-cast iron snowplowable pavement markers in accordance with the contract.

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

(A) General

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

If saw cutting, milling, or grooving operations are used, promptly remove all resulting debris from the pavement surface. Install the marker housings within 7 calendar days after saw cutting, milling, or grooving the pavement. Remove and dispose of loose material from the slots by brushing, blow cleaning, or vacuuming. Dry the slots before applying the epoxy adhesive. Install non-cast iron snowplowable pavement markers according to the manufacturer's recommendations.

Protect the non-cast iron snowplowable pavement markers until the epoxy has initially cured and is track free.

(B) Reflector Replacement

In the event that a reflector is damaged, replace the damaged reflector by using adhesives and methods recommended by the manufacturer of the markers and approved by the Engineer.

This work is considered incidental if damage occurs during the initial installation of the marker housings and maintenance of initial non-cast iron snowplowable markers specified in this section. This work will be paid for under the pay item for the type of reflector replacement if the damage occurred after the initial installation of the non-cast iron snowplowable pavement marker.

Missing housings shall be replaced. Broken housings shall be removed and replaced. In both cases the slot for the housings shall be properly prepared prior to installing the new housing; patch the existing marker slots as directed by the Engineer and install the new marker approximately one foot before or after the patch. Removal of broken housings and preparation of slots will be considered incidental to the work of replacing housings.

Pages 12-17, Subarticle 1253-4 MAINTENANCE, lines 5, delete and replace with the following:

Maintain all installed non-cast iron snowplowable pavement markers until acceptance.

Pages 12-17, Subarticle 1253-5 MEASUREMENT AND PAYMENT, lines 7-8, delete and replace with the following:

Non-Cast Iron Snowplowable Pavement Markers will be measured and paid as the actual number of non-cast iron snowplowable pavement markers satisfactorily placed and accepted by the Engineer.

Pages 12-17, Subarticle 1253-5 MEASUREMENT AND PAYMENT, lines 11, delete and replace with the following:

Payment will be made under:

| Pay Item | Pay Unit |
|--|-----------------|
| Non-Cast Iron Snowplowable Pavement Marker | Each |
| Replace Snowplowable Pavement Marker Reflector | Each |

MATERIALS FOR PORTLAND CEMENT CONCRETE:

(9-15-20)

1000, 1024

SP10 R24

Revise the *2018 Standard Specifications* as follows:

Page 10-52, Article 1024-4, WATER, lines 3-6, delete and replace with the following:

Test water from wells at all locations. Test public water supplies from all out of state locations and in the following counties: Beaufort, Bertie, Brunswick, Camden, Carteret, Chowan, Craven, Currituck, Dare, Gates, Hyde, New Hanover, Onslow, Pamlico, Pasquotank, Pender, Perquimans, Tyrell and Washington unless the Engineer waives the testing requirements.

Page 10-52, Table 1024-2, PHYSICAL PROPERTIES OF WATER, replace with the following:

| Property | Requirement | Test Method |
|--|---|--------------|
| Compression Strength, minimum percent of control at 3 and 7 days | 90% | ASTM C1602 |
| Time of set, deviation from control | From 1:00 hr. earlier to 1:30 hr. later | ASTM C1602 |
| pH | 4.5 to 8.5 | ASTM D1293 * |
| Chloride Ion Content, Max. | 250 ppm | ASTM D512 * |
| Total Solids Content (Residue), Max. | 1,000 ppm | SM 2540B * |
| Resistivity, Min. | 0.500 kohm-cm | ASTM D1125 * |

*Denotes an alternate method is acceptable. Test method used shall be referenced in the test report.

TEMPORARY SHORING:

(2-20-07) (Rev. 10-19-21)

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

Materials

Refer to the *2018 Standard Specifications*.

| Item | Section |
|----------------------------|---------|
| Concrete Barrier Materials | 1170-2 |
| Flowable Fill, Excavatable | 1000-6 |
| Geosynthetics | 1056 |
| Grout, Type 1 | 1003 |

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

(A) Shoring Backfill

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

(B) Anchors

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

(1) Ground Anchors

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

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

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:

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

(4) Welded Wire Grid and Metallic Strip Reinforcement

Provide welded wire grid and metallic strip reinforcement supplied by the Wire Wall Vendor or a manufacturer approved or licensed by the vendor. Use welded

wire grid reinforcement (“mesh”, “mats” and “ladders”) that meet Article 1070-3 of the *2018 Standard Specifications* and metallic strip reinforcement (“straps”) that meet ASTM A572 or A1011.

Preconstruction Requirements

(A) Concrete Barrier

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

(B) Temporary Guardrail

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

(C) Temporary Shoring Designs

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

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

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

(1) Soil Parameters

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

(a) Unit weight (γ) = 120 pcf,

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

(c) Cohesion (c) = 0 psf.

(2) Traffic Surcharge

Design temporary shoring for a traffic surcharge of 250 pounds per square foot if traffic will be above and within H of shoring. This traffic surcharge does not apply to construction traffic. Design temporary shoring for any construction surcharge if construction traffic will be above and within H of shoring. 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 *2018 Standard Specifications* and 2018 Roadway Standard Drawing No. 1170.01. Use temporary guardrail in accordance with Section 862 of the *2018 Standard Specifications* and 2018 Roadway Standard Drawing Nos. 862.01, 862.02 and 862.03.

(A) Tolerances

Construct shoring with the following tolerances:

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

(B) Cantilever, Braced and Anchored Shoring Installation

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

(1) Pile Installation

Install piles with the minimum required embedment and extension in accordance

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

Do not splice sheet piles. Use pile excavation to install drilled-in H-piles. After filling holes with concrete or 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 *2018 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 *2018 Standard Specifications*. Use only hand operated compaction equipment to compact backfill within 3 feet of welded wire facing. At a distance greater than 3 feet, compact shoring backfill with at least 4 passes of an 8 to 10 ton vibratory roller in a direction parallel to the wall face. Smooth wheeled or rubber tired rollers are also acceptable for compacting backfill. Do not use sheepsfoot, grid rollers or other types of compaction equipment with feet. Do not displace or damage reinforcement when placing and compacting shoring backfill. End dumping directly on 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 *2018 Standard Specifications*. Bench temporary walls into the sides of excavations where applicable. For temporary geosynthetic walls with top of wall within 5 feet of finished grade, remove top facing and incorporate top reinforcement layer into fill when placing fill in front of wall. Temporary walls remain in place permanently unless otherwise required.

Measurement and Payment

Temporary Shoring will be measured and paid in square feet. Temporary walls will be measured as the square feet of exposed wall face area. Cantilever, braced or anchored shoring will be measured as the square feet of exposed shoring face area with the shoring height equal to the difference between the top and bottom of shoring elevations. Define "top of shoring" as where the grade intersects the back of sheet piles or H-piles and timber lagging. Define "bottom of

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

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

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

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

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

Payment will be made under:

| | |
|-------------------|-----------------|
| Pay Item | Pay Unit |
| Temporary Shoring | Square Foot |

MATERIAL AND EQUIPMENT STORAGE & PARKING OF PERSONAL VEHICLES:

11-17-21

1101

SP11 R03

Revise the *2018 Standard Specifications* as follows:

Page 11-2, Article 1101-8 MATERIAL AND EQUIPMENT STORAGE, line 35-38, delete and replace with the following:

When work is not in progress, keep all personnel, equipment, machinery, tools, construction debris, materials and supplies away from active travel lanes that meets Table 1101-1.

| TABLE 1101-1 | |
|--|---------------|
| MATERIAL AND EQUIPMENT STORAGE FROM ACTIVE TRAVEL LANES | |
| Posted Speed Limit (mph) | Distance (ft) |
| 40 or less | ≥ 18 |
| 45-50 | ≥ 28 |
| 55 | ≥ 32 |
| 60 or higher | ≥ 40 |

When vehicles, equipment and materials are protected by concrete barrier or guardrail, they shall be offset at least 5 feet from the barrier or guardrail.

Page 11-2, Article 1101-9 PARKING OF PERSONAL VEHICLES, line 40-41, delete and replace with the following:

Provide staging areas for personal vehicle parking in accordance with section 1101-8 or as directed by the Engineer before use.

WORK ZONE INSTALLER:

(7-20-21)

1101, 1150

SP11 R04

Provide the service of at least one qualified work zone installer during the setup, installation, and removal of temporary traffic control within the highway right of way. The qualified work zone installer shall serve as crew leader and shall be on site and directing the installation and removal of temporary traffic control. If multiple temporary traffic control installations or removals are occurring simultaneously, then each shall have a qualified work zone installer.

The work zone installer shall be qualified by an NCDOT approved training agency in the safe and competent set up of temporary traffic control. For a complete listing of approved training agencies, see the Work Zone Safety Training webpage.

A work zone supervisor, in accordance with Article 1101-13 of the *Standard Specifications*, may fulfill the role of the work zone installer during the setup, installation, and removal of temporary traffic control within the highway right of way provided they are on site and directing the installation and removal of temporary traffic control.

All other individuals participating in the setup, installation, and removal of temporary traffic control within the highway right of way shall be certified as a qualified flagger in accordance with Article 1150-3 of the *Standard Specifications*, even if flagging is not being performed as part of the traffic control.

Provide the name and contact information of all qualified work zone installers to the Engineer prior to or at the preconstruction conference. Additionally, provide a qualification statement that all other individuals participating in the setup, installation, and removal of temporary traffic control are qualified flaggers that have been properly trained through an NCDOT approved training agency.

EXTRUDED THERMOPLASTIC PAVEMENT MARKING THICKNESS:

3-19-19

1205

SP12 R05

Revise the 2018 *Standard Specifications* as follows:

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

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

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

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

STANDARD SPECIAL PROVISION
AVAILABILITY OF FUNDS – TERMINATION OF CONTRACTS

(5-20-08)

Z-2

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

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

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

STANDARD SPECIAL PROVISION
NCDOT GENERAL SEED SPECIFICATION FOR SEED QUALITY

(5-17-11)

Z-3

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

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

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

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

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

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

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

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

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

FURTHER SPECIFICATIONS FOR EACH SEED GROUP ARE GIVEN BELOW:

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

Sericea Lespedeza
Oats (seeds)

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

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

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

Common or Sweet Sundangrass

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

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

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

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

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

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

STANDARD SPECIAL PROVISION**ERRATA**

(10-16-18) (Rev.1-18-22)

Z-4

Revise the *2018 Standard Specifications* as follows:

Division 6

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

Division 7

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

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

Division 10

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

Page 10-121, Article 1076-7, REPAIR OF GALVANIZING, line 8, replace article number “1080-9” with “1080-7”.

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

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

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

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

Division 17

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

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

Directional Drill (1)(1.25”) Linear Foot

Page 17-15, Subarticle 1715-3(E) Bore and Jack, line 5, replace article number “1540-4” with “1550-4”.

Page 17-15, Subarticle 1715-3(E) Bore and Jack, lines 10 & 11, replace "*NCDOT Policies and Procedures for Accommodating Utilities on Highway Rights of Way*" with "*NCDOT Utilities Accommodations Manual*".

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 6/19/2018)

Z-6

Revise the *2018 Standard Specifications* as follows:

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

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

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

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

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

(a) Compliance with Regulations

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

(b) Nondiscrimination

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

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

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

(d) Information and Reports

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

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

(e) Sanctions for Noncompliance:

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

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

(f) Incorporation of Provisions

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

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

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

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

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

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

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

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

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

**TABLE 103-1
COMPLAINT BASIS**

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

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

(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.

B-5624

GT-0.1

Brunswick County

PROJECT SPECIAL PROVISIONS

GEOTECHNICAL

STANDARD SHORING (10/19/2021)

GT-1.1 - GT-1.4

DocuSigned by:

Geotechnical Engineering Unit

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11/22/2021

STANDARD SHORING:**(10-19-21)****Description**

Standard shoring includes standard temporary shoring and standard temporary mechanically stabilized earth (MSE) walls. At the Contractor's option, use standard shoring as noted in the plans or as directed. When using standard shoring, a temporary shoring design submittal is not required. Construct standard shoring based on actual elevations and shoring dimensions in accordance with the contract and Geotechnical Standard Detail No. 1801.01 or 1801.02.

Define "standard temporary shoring" as cantilever shoring that meets the standard temporary shoring detail (Geotechnical Standard Detail No. 1801.01). Define "standard temporary wall" as a temporary MSE wall with geotextile or geogrid reinforcement that meets the standard temporary wall detail (Geotechnical Standard Detail No. 1801.02). Define "standard temporary geotextile wall" as a standard temporary wall with geotextile reinforcement and "standard temporary geogrid wall" as a standard temporary wall with geogrid reinforcement.

Provide positive protection for standard shoring at locations shown in the plans and as directed. See *Temporary Shoring* provision for positive protection types and definitions.

Materials

Refer to the *Standard Specifications*.

| Item | Section |
|-----------------------------------|----------------|
| Concrete Barrier Materials | 1170-2 |
| Flowable Fill, Excavatable | 1000-6 |
| Geosynthetics | 1056 |
| Grout, Type 1 | 1003 |
| Portland Cement Concrete, Class A | 1000 |
| Select Materials | 1016 |
| Steel Beam Guardrail Materials | 862-2 |
| Steel Sheet Piles and H-Piles | 1084 |
| Untreated Timber | 1082-2 |
| Welded Wire Reinforcement | 1070-3 |

Provide Type 6 material certifications for shoring materials. Use Class IV select material for temporary guardrail. Use Class A concrete that meets Article 450-2 of the *Standard Specifications* or Type 1 grout for drilled-in piles.

Based on actual shoring height, positive protection, groundwater elevation, slope or surcharge case and traffic impact at each standard temporary shoring location, use sheet piles with the minimum required section modulus or H-piles with the sizes shown in Geotechnical Standard Detail No. 1801.01. Use untreated timber with a thickness of at least 3" and a bending stress of at least 1,000 psi for timber lagging.

(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 the following:

- (1) A-2-4 soil for backfill around culverts,

- (2) A-2-4 soil in the reinforced zone of standard temporary walls with a back slope and
- (3) Class VI select material in the reinforced zone of standard temporary geotextile walls.

(B) Standard Temporary Walls

Use welded wire reinforcement for welded wire facing, struts and wires with the dimensions and minimum wire sizes shown in Geotechnical Standard Detail No. 1801.02. Provide Type 2 geotextile for separation and retention geotextiles. Do not use more than 4 different reinforcement strengths for each standard temporary wall.

(1) Geotextile Reinforcement

Provide Type 5 geotextile for geotextile reinforcement with a mass per unit area of at least 8 oz/sy in accordance with ASTM D5261. Based on actual wall height, groundwater elevation, slope or surcharge case and shoring backfill to be used in the reinforced zone at each standard temporary geotextile wall location, provide geotextiles with ultimate tensile strengths as shown in Geotechnical Standard Detail No. 1801.02.

(2) Geogrid Reinforcement

Use geogrids for geogrid reinforcement with a roll width of at least 4 ft and an “approved” status code in accordance with the NCDOT Geosynthetic Reinforcement Evaluation Program. The list of approved geogrids is available from:

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

Based on actual wall height, groundwater or flood elevation, slope or surcharge case and shoring backfill to be used in the reinforced zone at each standard temporary geogrid wall location, provide geogrids for geogrid reinforcement with short-term design strengths as shown in Geotechnical Standard Detail No. 1801.02. Geogrids 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:

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

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 standard shoring except for barrier above standard temporary walls. Concrete barrier with the minimum required clear distance is required above standard temporary walls.

(B) Temporary Guardrail

Define “clear distance” behind temporary guardrail as the horizontal distance between guardrail posts and standard shoring. At the Contractor’s option or if clear distance for standard temporary shoring is less than 4 ft, 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 standard temporary walls.

(C) Standard Shoring Selection Forms

Before beginning standard shoring construction, survey existing ground elevations in the vicinity of standard shoring locations to determine actual shoring or wall heights (H). Submit a standard shoring selection form for each location at least 7 days before starting standard shoring construction. Standard shoring selection forms are available from: connect.ncdot.gov/resources/Geological/Pages/Geotech_Forms_Details.aspx

Construction Methods

Construct standard shoring in accordance with the *Temporary Shoring* provision.

(A) Standard Temporary Shoring Installation

Based on actual shoring height, positive protection, groundwater elevation, slope or surcharge case and traffic impact at each standard temporary shoring location, install piles with the minimum required embedment and extension for each shoring section in accordance with Geotechnical Standard Detail No. 1801.01. For concrete barrier above and next to standard temporary shoring and temporary guardrail above and attached to standard temporary shoring, use “surcharge case with traffic impact” in accordance with Geotechnical Standard Detail No. 1801.01. Otherwise, use “slope or surcharge case with no traffic impact” in accordance with Geotechnical Standard Detail No. 1801.01. If refusal is reached before driven piles attain the minimum required embedment, use drilled-in H-piles with timber lagging for standard temporary shoring.

(B) Standard Temporary Walls Installation

Based on actual wall height, groundwater elevation, slope or surcharge case, geotextile or geogrid reinforcement and shoring backfill in the reinforced zone at each standard temporary wall location, construct walls with the minimum required reinforcement length and number of reinforcement layers for each wall section in accordance with Geotechnical Standard Detail No. 1801.02. For standard temporary walls with pile foundations in the reinforced zone, drive piles through reinforcement after constructing temporary walls.

For standard temporary walls with interior angles less than 90°, wrap geosynthetics at acute corners as directed by the Engineer. Place geosynthetics as shown in Geotechnical Standard Detail No. 1801.02. Place separation geotextiles 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, place separation geotextiles between shoring backfill and backfill or natural ground on top of and at the back of the reinforced zone.

Measurement and Payment

Standard shoring will be measured and paid in accordance with the *Temporary Shoring* provision.



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Scott A. Hidden
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11/22/2021



DocuSigned by:
Matthew V. Springer
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 8/27/2020

POLYUREA PAVEMENT MARKING MEDIA AND THICKNESS:
 (08-27-20)

Amend the *NCDOT 2018 Standard Specifications* as follows:

Page 12-8, Subarticle 1205-5(B), lines 14-16, replace with the following:

Produce polyurea pavement marking lines that have a minimum dry thickness of 20 mils above the pavement surface when placed on concrete and asphalt pavements. Produce polyurea pavement marking lines that have a minimum dry thickness of 30 mils above the pavement surface on textured surfaces such as OGFC and on surfaces where the polyurea will be placed over a previously removed pavement marking.

Page 12-9, replace **Table 1205-4 Minimum Reflectometer Requirement for Polyurea** with the following:

| TABLE 1205-4 MINIMUM REFLECTOMETER REQUIREMENTS FOR POLYUREA | | |
|--|--------|----------------------------|
| Item | Color | Reflectivity |
| Standard Glass Beads | White | 375 mcd/lux/m ² |
| | Yellow | 250 mcd/lux/m ² |

The installer may choose to use an AASHTO Type 4/Type 1 or AASHTO Type 3/Type 1 double drop system, but no price adjustment will be made, and these systems will be incidental to the polyurea pavement marking.

Pay Item

Pay Unit

Polyurea Pavement Marking Lines, _____", _____mils
 (Standard Glass Beads)

Linear Foot

PROJECT SPECIAL PROVISIONS

Utilities by Others



General:

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

- A) AT&T Communications
- B) ATMC Communications
- C) MCNC Communications

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 2018 Standard Specifications.

Utilities Requiring Adjustment:

Utility relocations are shown on the Utilities by Others Plans.

A) AT&T Communications

- 1) Contact person for AT&T is Chrissy Coston at cc6265@att.com or (910)341-7664.

B) ATMC Communications

- 1) Contact person for ATMC is Michael Barry at bmichael@atmc.com or (910) 755-1709.

C) MCNC Communications

- 1) Contact person for MCNC is Terrill Garrison at terrillgarrison@telics.com or (336) 491-1578.

**Project Special Provisions
Erosion Control**

STABILIZATION REQUIREMENTS:

(4-30-2019)

Stabilization for this project shall comply with the time frame guidelines as specified by the NCG-010000 general construction permit effective April 1, 2019 issued by the North Carolina Department of Environmental Quality Division of Water Resources. Temporary or permanent ground cover stabilization shall occur within 7 calendar days from the last land-disturbing activity, with the following exceptions in which temporary or permanent ground cover shall be provided in 14 calendar days from the last land-disturbing activity:

- Slopes between 2:1 and 3:1, with a slope length of 10 ft. or less
- Slopes 3:1 or flatter, with a slope of length of 50 ft. or less
- Slopes 4:1 or flatter

The stabilization timeframe for High Quality Water (HQW) Zones shall be 7 calendar days with no exceptions for slope grades or lengths. High Quality Water Zones (HQW) Zones are defined by North Carolina Administrative Code 15A NCAC 04A.0105 (25). Temporary and permanent ground cover stabilization shall be achieved in accordance with the provisions in this contract and as directed.

SEEDING AND MULCHING:

(East)

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.

All Roadway Areas

| March 1 - August 31 | | September 1 - February 28 | |
|----------------------------|-----------------------|----------------------------------|-------------------------|
| 50# | Tall Fescue | 50# | Tall Fescue |
| 10# | Centipede | 10# | Centipede |
| 25# | Bermudagrass (hulled) | 35# | Bermudagrass (unhulled) |
| 500# | Fertilizer | 500# | Fertilizer |
| 4000# | Limestone | 4000# | Limestone |

Waste and Borrow Locations

| March 1 – August 31 | | September 1 - February 28 | |
|----------------------------|-----------------------|----------------------------------|-------------------------|
| 75# | Tall Fescue | 75# | Tall Fescue |
| 25# | Bermudagrass (hulled) | 35# | Bermudagrass (unhulled) |
| 500# | Fertilizer | 500# | Fertilizer |
| 4000# | Limestone | 4000# | Limestone |

Note: 50# of Bahiagrass may be substituted for either Centipede or Bermudagrass only upon Engineer's request.

Approved Tall Fescue Cultivars

| | | | |
|----------------------------|-----------------|-----------------|--------------------|
| 06 Dust | Escalade | Justice | Serengeti |
| 2 nd Millennium | Essential | Kalahari | Shelby |
| 3 rd Millennium | Evergreen 2 | Kitty Hawk 2000 | Sheridan |
| Apache III | Falcon IV | Legitimate | Signia |
| Avenger | Falcon NG | Lexington | Silver Hawk |
| Barlexas | Falcon V | LSD | Sliverstar |
| Barlexas II | Faith | Magellan | Shenandoah Elite |
| Bar Fa | Fat Cat | Matador | Sidewinder |
| Barrera | Festnova | Millennium SRP | Skyline |
| Barrington | Fidelity | Monet | Solara |
| Barrobusto | Finelawn Elite | Mustang 4 | Southern Choice II |
| Barvado | Finelawn Xpress | Ninja 2 | Speedway |
| Biltmore | Finesse II | Ol' Glory | Spyder LS |
| Bingo | Firebird | Olympic Gold | Sunset Gold |
| Bizem | Firecracker LS | Padre | Taccoa |
| Blackwatch | Firenza | Patagonia | Tanzania |
| Blade Runner II | Five Point | Pedigree | Trio |
| Bonsai | Focus | Picasso | Tahoe II |
| Braveheart | Forte | Piedmont | Talladega |
| Bravo | Garrison | Plantation | Tarheel |
| Bullseye | Gazelle II | Proseeds 5301 | Terrano |
| Cannavaro | Gold Medallion | Prospect | Titan ltd |
| Catalyst | Grande 3 | Pure Gold | Titanium LS |
| Cayenne | Greenbrooks | Quest | Tracer |
| Cessane Rz | Greenkeeper | Raptor II | Traverse SRP |
| Chipper | Gremlin | Rebel Exeda | Tulsa Time |
| Cochise IV | Greystone | Rebel Sentry | Turbo |
| Constitution | Guardian 21 | Rebel IV | Turbo RZ |
| Corgi | Guardian 41 | Regiment II | Tuxedo RZ |
| Corona | Hemi | Regenerate | Ultimate |
| Coyote | Honky Tonk | Rendition | Venture |
| Darlington | Hot Rod | Rhambler 2 SRP | Umbrella |
| Davinci | Hunter | Rembrandt | Van Gogh |
| Desire | Inferno | Reunion | Watchdog |
| Dominion | Innovator | Riverside | Wolfpack II |
| Dynamic | Integrity | RNP | Xtremegreen |
| Dynasty | Jaguar 3 | Rocket | |
| Endeavor | Jamboree | Scorpion | |

On cut and fill slopes 2:1 or steeper Centipede shall be applied at the rate of 5 pounds per acre and add 20# of Sericea Lespedeza from January 1 - December 31.

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

Native Grass Seeding and Mulching

(East)

Native Grass Seeding and Mulching shall be performed on the disturbed areas of wetlands and riparian areas, and adjacent to Stream Relocation 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.

March 1 - August 31

18# Creeping Red Fescue
 6# Indiangrass
 8# Little Bluestem
 4# Switchgrass
 25# Browntop Millet
 500# Fertilizer
 4000# Limestone

September 1 - February 28

18# Creeping Red Fescue
 6# Indiangrass
 8# Little Bluestem
 4# Switchgrass
 35# Rye Grain
 500# Fertilizer
 4000# Limestone

Approved Creeping Red Fescue Cultivars:

Aberdeen

Boreal

Epic

Cindy Lou

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

Native Grass Seeding and Mulching shall be performed in accordance with Section 1660 of the *Standard Specifications* and vegetative cover sufficient to restrain erosion shall be installed immediately following grade establishment.

Measurement and Payment

Native Grass *Seeding and Mulching* will be measured and paid for in accordance with Article 1660-8 of the *Standard Specifications*.

All areas seeded and mulched shall be tacked with asphalt. Crimping of straw in lieu of asphalt tack shall not be allowed on this project.

CRIMPING STRAW MULCH:

Crimping shall be required on this project adjacent to any section of roadway where traffic is to be maintained or allowed during construction. In areas within six feet of the edge of pavement, straw is to be applied and then crimped. After the crimping operation is complete, an additional application of straw shall be applied and immediately tacked with a sufficient amount of undiluted emulsified asphalt.

Straw mulch shall be of sufficient length and quality to withstand the crimping operation.

Crimping equipment including power source shall be subject to the approval of the Engineer providing that maximum spacing of crimper blades shall not exceed 8".

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. Sweet Sudan Grass, 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 on all roadway areas except slopes 2:1 and steeper shall be 10-20-20 grade and shall be applied at the rate of 500 pounds per acre. 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 10-20-20 analysis and as directed.

Fertilizer used for topdressing on slopes 2:1 and steeper and waste and borrow areas 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*, with the exception that no centipede seed will be used in the seed mix for supplemental seeding. The rate of application for supplemental seeding 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 4 inches.

WETLAND REFORESTATION:**Description**

Wetland Reforestation will be planted in areas designated on the Erosion Control plans, as indicated in the Temporary Detour Restoration Plan, and as directed. See the Wetland Reforestation Detail Sheet.

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

Materials

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

Construction Methods

Wetland Reforestation shall be planted as soon as practical following permanent seeding and mulching. The seedlings shall be planted in a minimum of two rows of trees between the slope stake line and the clearing limits.

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 made to be used 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: *Wetland Reforestation* shall be planted from November 15 through March 15.

Measurement and Payment

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

RIPPING:

Description

This work consists of ripping the areas graded for planting with wetland reforestation with a v ripper tillage tool.

Materials

The v ripper tillage tool shall have a minimum of three shanks spaced a maximum of 20 inches apart and have shanks of sufficient length capable of providing a minimum depth of 15 inches. The tractor used to perform this work shall be of sufficient size and horsepower capable of pulling this implement to the minimum specifications stated above.

Construction Methods

Upon completion of grading, the areas to be planted with wetland reforestation shall be ripped with a v ripper tillage tool to a minimum depth of 15 inches. Each sequential swath of the equipment shall be consistent in spacing and shall have a maximum of 20 inches between swaths.

Measurement and Payment

Ripping will be measured and paid for as the actual number of acres measured along the surface of the ground, which has been ripped.

Payment will be made under:

| Pay Item | Pay Unit |
|-----------------|-----------------|
| Ripping | Acre |

DISKING:

Description

Upon completion of *Ripping*, *Disking* shall be performed in all areas shown on the plans or as directed.

Materials

The disk harrow equipment shall be either a tandem disk harrow or an offset disk harrow with 20" blades minimum, spaced a maximum of 9" apart. The disk harrow shall have a minimum of 18 blades, and shall be of sufficient weight and size to provide an 8" minimum cutting depth. The tractor used to perform this work shall be of sufficient size and horsepower capable of pulling this implement to the minimum specifications stated above.

Construction Methods

The areas previously ripped shall be disked to a minimum depth of 8" and shall provide adequate mixing of vegetation debris into the soil.

Measurement and Payment

Disking will be measured and paid for as the actual number of acres measured along the surface of the ground, which has been disked.

Payment will be made under:

Pay Item

Disking

Pay Unit

Acre

RESPONSE FOR EROSION CONTROL:

Description

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

| Section | Erosion Control Item | Unit |
|---------|----------------------------------|--------|
| 1605 | Temporary Silt Fence | LF |
| 1606 | Special Sediment Control Fence | LF/TON |
| 1615 | Temporary Mulching | ACR |
| 1620 | Seed - Temporary Seeding | LB |
| 1620 | Fertilizer - Temporary Seeding | TN |
| 1631 | Matting for Erosion Control | SY |
| SP | Coir Fiber Mat | SY |
| 1640 | Coir Fiber Baffles | LF |
| SP | Permanent Soil Reinforcement Mat | SY |
| 1660 | Seeding and Mulching | ACR |
| 1661 | Seed - Repair Seeding | LB |
| 1661 | Fertilizer - Repair Seeding | TON |
| 1662 | Seed - Supplemental Seeding | LB |
| 1665 | Fertilizer Topdressing | TON |

| | | |
|----|-------------------------------|----|
| SP | Safety/Highly Visible Fencing | LF |
| SP | Response for Erosion Control | EA |

Construction Methods

Provide an approved subcontractor who performs an erosion control action as described in the NPDES Inspection Form SPPP30. Each erosion control action may include one or more of the above work items.

Measurement and Payment

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

Payment will be made under:

| Pay Item | Pay Unit |
|------------------------------|-----------------|
| Response for Erosion Control | Each |

ENVIRONMENTALLY SENSITIVE AREAS:

Description

This project is located in an *Environmentally Sensitive Area*. This designation requires special procedures to be used for clearing and grubbing, temporary stream crossings, and grading operations within the Environmentally Sensitive Areas identified on the plans and as designated by the Engineer. This also requires special procedures to be used for seeding and mulching and staged seeding within the project.

The Environmentally Sensitive Area shall be defined as a 50-foot buffer zone on both sides of the stream or depression measured from top of streambank or center of depression.

Construction Methods

(A) Clearing and Grubbing

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

(B) Grading

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

(C) Temporary Stream Crossings

Any crossing of streams within the limits of this project shall be accomplished in accordance with the requirements of Subarticle 107-12 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 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.

STOCKPILE AREAS:

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

ACCESS AND HAUL ROADS:

At the end of each working day, the Contractor shall install or re-establish temporary diversions or earth berms across access/haul roads to direct runoff into sediment devices. Silt fence sections that are temporarily removed shall be reinstalled across access/haul roads at the end of each working day.

CONSTRUCTION MATERIALS MANAGEMENT

(3-19-19) (rev. 04-27-19)

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%20Quality/Environmental%20Sciences/ATU/ApprovedPAMS_4_1_2017.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.

WASTE AND BORROW SOURCES:

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

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

All offsite Staging Areas, Borrow and Waste sites shall be in accordance with "Borrow and Waste Site Reclamation Procedures for Contracted Projects" located at:

<https://connect.ncdot.gov/resources/roadside/FieldOperationsDocuments/ContractedReclamationProcedures.pdf>

All forms and documents referenced in the "Borrow and Waste Site Reclamation Procedures for Contracted Projects" shall be included with the reclamation plans for offsite staging areas, and borrow and waste sites.

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 | Pay Unit |
|-----------------|-----------------|
| Safety Fence | Linear Foot |

COIR FIBER WATTLES WITH POLYACRYLAMIDE (PAM):

Description

Coir Fiber Wattles are tubular products consisting of coir fibers (coconut fibers) encased in coir fiber netting. Coir Fiber Wattles are used on slopes or channels to intercept runoff and act as a velocity break. Coir Fiber Wattles are to be placed at locations shown on the plans or as directed. Installation shall follow the detail provided in the plans and as directed. Work includes furnishing materials, installation of coir fiber wattles, matting installation, PAM application, and removing wattles.

Materials

Coir Fiber Wattle shall meet the following specifications:

| | |
|----------------------------|--------------------------------|
| 100% Coir (Coconut) Fibers | |
| Minimum Diameter | 12 in. |
| Minimum Density | 3.5 lb/ft ³ +/- 10% |

| | |
|----------------|----------------------|
| Net Material | Coir Fiber |
| Net Openings | 2 in. x 2 in. |
| Net Strength | 90 lbs. |
| Minimum Weight | 2.6 lbs./ft. +/- 10% |

Anchors: Stakes shall be used as anchors.

Wooden Stakes:

Provide hardwood stakes a minimum of 2-ft. long with a 2 in. x 2 in. nominal square cross section. One end of the stake must be sharpened or beveled to facilitate driving down into the underlying soil.

Matting shall meet the requirements of Article 1060-8 of the *Standard Specifications*, or shall meet specifications provided elsewhere in this contract.

Provide staples made of 0.125" diameter new steel wire formed into a *u* shape not less than 12" in length with a throat of 1" in width.

Polyacrylamide (PAM) shall be applied in powder form and shall be anionic or neutrally charged. Soil samples shall be obtained in areas where the wattles will be placed, and from offsite material used to construct the roadway, and analyzed for the appropriate PAM flocculant to be utilized with each wattle. The PAM product used shall be listed on the North Carolina Department of Environmental Quality Division of Water Resources web site as an approved PAM product for use in North Carolina.

Construction Methods

Coir Fiber Wattles shall be secured to the soil by wire staples approximately every 1 linear foot and at the end of each section of wattle. A minimum of 4 stakes shall be installed on the downstream side of the wattle with a maximum spacing of 2 linear feet along the wattle, and according to the detail. Install a minimum of 2 stakes on the upstream side of the wattle according to the detail provided in the plans. Stakes shall be driven into the ground a minimum of 10 in. with no more than 2 in. projecting from the top of the wattle. Drive stakes at an angle according to the detail provided in the plans.

Only install coir fiber wattle(s) to a height in ditch so flow will not wash around wattle and scour ditch slopes and according to the detail provided in the plans and as directed. Overlap adjoining sections of wattles a minimum of 6 in.

Installation of matting shall be in accordance with the detail provided in the plans, and in accordance with Article 1631-3 of the *Standard Specifications*, or in accordance with specifications provided elsewhere in this contract.

Apply PAM over the lower center portion of the coir fiber wattle where the water is going to flow over at a rate of 2 ounces per wattle, and 1 ounce of PAM on matting on each side of the wattle.

PAM applications shall be done during construction activities after every rainfall event that is equal to or exceeds 0.50 in.

The Contractor shall maintain the coir fiber wattles until the project is accepted or until the wattles are removed, and shall remove and dispose of silt accumulations at the wattles when so directed in accordance with the requirements of Section 1630 of the *Standard Specifications*.

Measurement and Payment

Coir Fiber Wattles will be measured and paid for by the actual number of linear feet of wattles which are installed and accepted. Such price and payment will be full compensation for all work covered by this section, including, but not limited to, furnishing all materials, labor, equipment and incidentals necessary to install the *Coir Fiber Wattles*.

Matting will be measured and paid for in accordance with Article 1631-4 of the *Standard Specifications*, or in accordance with specifications provided elsewhere in this contract.

Polyacrylamide(PAM) will be measured and paid for by the actual weight in pounds of PAM applied to the coir fiber wattles. Such price and payment will be full compensation for all work covered by this section, including, but not limited to, furnishing all materials, labor, equipment and incidentals necessary to apply the *Polyacrylamide(PAM)*.

Payment will be made under:

Pay Item

Polyacrylamide(PAM)
Coir Fiber Wattle

Pay Unit

Pound
Linear Foot

SILT FENCE COIR FIBER WATTLE BREAK:

(8-21-12) 1605,1630

Description

Silt fence coir fiber wattle breaks are tubular products consisting of coir fibers (coconut fibers) encased in coir fiber netting and used in conjunction with temporary silt fence at the toe of fills to intercept runoff. Silt fence coir fiber wattle breaks are to be placed at locations shown on the plans or as directed. Installation shall follow the detail provided in the plans and as directed. Work includes furnishing materials, installation, maintenance and removing Silt fence coir fiber wattle breaks.

Materials

Coir fiber wattle shall meet the following specifications:

| | |
|----------------------------|-----|
| 100% Coir (Coconut) Fibers | |
| Minimum Diameter | 12" |

| | |
|-----------------|---------------------|
| Minimum Length | 10 ft |
| Minimum Density | 3.5 lb/cf \pm 10% |
| Net Material | Coir Fiber |
| Net Openings | 2" x 2" |
| Net Strength | 90 lb. |
| Minimum Weight | 2.6 lb/ft \pm 10% |

Stakes shall be used as anchors. Provide hardwood stakes a minimum of 2-ft long with a 2" x 2" nominal square cross section. One end of the stake shall be sharpened or beveled to facilitate driving down into the underlying soil.

Provide staples made of 0.125" diameter new steel wire formed into a U-shape not less than 12" in length with a throat of 1" in width.

Construction Methods

Excavate a trench the entire length of each wattle with a depth of 1" to 2" for the wattle to be placed. Secure silt fence coir fiber wattle breaks to the soil by wire staples approximately every linear foot and at the end of each wattle. Install at least 4 stakes on the downslope side of the wattle with a maximum spacing of 2 linear feet and according to the detail. Install at least 2 stakes on the upslope side of the silt fence coir fiber wattle break according to the detail provided in the plans. Drive stakes into the ground at least 10" with no more than 2" projecting from the top of the wattle. Drive stakes at an angle according to the detail provided in the plans.

Install temporary silt fence in accordance with Section 1605 of the *Standard Specifications* and overlap each downslope side of silt fence wattle break by 6".

Maintain the silt fence coir fiber wattle breaks until the project is accepted or until the silt fence coir fiber wattle breaks are removed, and remove and dispose of silt accumulations at the silt fence coir fiber wattle breaks when so directed in accordance with Section 1630 of the *Standard Specifications*.

Measurement and Payment

Coir Fiber Wattle will be measured and paid as the actual number of linear feet of wattles installed and accepted. Such price and payment will be full compensation for all work covered by this provision, including, but not limited to, furnishing all materials, labor, equipment and incidentals necessary to install the silt fence coir fiber wattle break.

Payment will be made under:

Pay Item
Coir Fiber Wattle

Pay Unit
Linear Foot

TEMPORARY ROCK SILT CHECK TYPE A WITH EXCELSIOR MATTING AND POLYACRYLAMIDE (PAM):**Description**

Temporary Rock Silt Checks Type A with Excelsior Matting and Polyacrylamide (PAM) are devices utilized in temporary and permanent ditches to reduce runoff velocity and incorporate PAM into the construction runoff to increase settling of sediment particles and reduce turbidity of runoff. Temporary Rock Silt Checks Type A with Excelsior Matting and PAM are to be placed at locations shown on the plans or as directed. Installation shall follow the detail provided in the plans and as directed. Work includes furnishing materials, installation of Temporary Rock Silt Checks Type A, matting installation, PAM application, and removing Temporary Rock Silt Checks Type A with Excelsior Matting and PAM.

Materials

Structural stone shall be class B stone that meets the requirements of Section 1042 of the *Standard Specifications* for Stone for Erosion Control, Class B.

Sediment control stone shall be #5 or #57 stone, which meets the requirements of Section 1005 of the *Standard Specifications* for these stone sizes.

Matting shall meet the requirements of Excelsior Matting in Subarticle 1060-8(B) of the *Standard Specifications*, or shall meet specifications provided elsewhere in this contract.

Polyacrylamide (PAM) shall be applied in powder form and shall be anionic or neutrally charged. Soil samples shall be obtained in areas where the Temporary Rock Silt Checks Type A with Excelsior Matting and PAM will be placed, and from offsite material used to construct the roadway, and analyzed for the appropriate PAM flocculant to be utilized with each Temporary Rock Silt Check Type A. The PAM product used shall be listed on the North Carolina Department of Environmental Quality Division of Water Resources web site as an approved PAM product for use in North Carolina.

Construction Methods

Temporary Rock Silt Checks Type A shall be installed in accordance with Subarticle 1633-3(A) of the *Standard Specifications*, Roadway Standard Drawing No. 1633.01 and the detail provided in the plans.

Installation of matting shall be in accordance with the detail provided in the plans, and anchored by placing Class B stone on top of the matting at the upper and lower ends.

Apply PAM at a rate of 4 ounces over the center portion of the Temporary Rock Silt Checks Type A and matting where the water is going to flow over. PAM applications shall be done during construction activities and after every rainfall event that is equal to or exceeds 0.50 in.

The Contractor shall maintain the Temporary Rock Silt Checks Type A with Excelsior Matting and PAM until the project is accepted or until the Temporary Rock Silt Checks Type A with Excelsior Matting and PAM are removed, and shall remove and dispose of silt accumulations at the Temporary Rock Silt Checks Type A with Excelsior Matting and PAM when so directed in accordance with the requirements of Section 1630 of the *Standard Specifications*.

Measurement and Payment

Temporary Rock Silt Checks Type A will be measured and paid for in accordance with Article 1633-5 of the *Standard Specifications*, or in accordance with specifications provided elsewhere in this contract.

Matting will be measured and paid for in accordance with Article 1631-4 of the *Standard Specifications*, or in accordance with specifications provided elsewhere in this contract.

Polyacrylamide(PAM) will be measured and paid for by the actual weight in pounds of PAM applied to the Temporary Rock Silt Checks Type A. Such price and payment will be full compensation for all work covered by this section, including, but not limited to, furnishing all materials, labor, equipment and incidentals necessary to apply the *Polyacrylamide(PAM)*.

Payment will be made under:

| Pay Item | Pay Unit |
|---------------------|-----------------|
| Polyacrylamide(PAM) | Pound |

IMPERVIOUS DIKE:

Description

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

Materials

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

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

Measurement and Payment

Impervious Dike will be measured and paid as the actual number of linear feet of impervious dike(s) constructed, measured in place from end to end of each separate installation that has been completed and accepted. Such price and payment will be full compensation for all work including but not limited to furnishing materials, construction, maintenance, and removal of the impervious dike.

Payment will be made under:

| Pay Item | Pay Unit |
|-----------------|-----------------|
| Impervious Dike | Linear Foot |

PUMP AROUND OPERATION:

Description

The work covered by this section consists of furnishing, installing, maintaining and removing any and all pump around systems used on this project. The Contractor shall install a pump around system in locations as shown in the plans and in other locations approved by the Engineer. The pump around system shall provide a passageway for the stream flow around the work site.

The quantity of pump around systems may be increased, decreased, or eliminated entirely as directed. Such variations in quantity will not be considered as alterations in the details of construction or a change in the character of the work. See NCDOT *Best Management Practices for Construction and Maintenance Activities* manual for example pump around operation.

Materials

| Item | Section |
|------------------------|----------------|
| Special Stilling Basin | 1639 |

Impervious Dike shall meet the specifications as provided elsewhere in this contract.

Pumps shall be of sufficient size to divert the stream flow around the work area, as approved by the Engineer.

Construction Methods

Install *impervious dike(s)* as shown on the plans or as directed. Pump water around the work site. If the water is turbid or exposed to bare soil, pump through a *special stilling basin*. Once the work is complete in an area remove the *impervious dike(s)* and pump system, and stabilize the area.

Measurement and Payment

Impervious Dike will be measured and paid for as provided elsewhere in this contract.

Special Stilling Basin will be measured and paid for in accordance with Article 1639-4 of the *Standard Specifications*.

Payment for pumping operations shall be considered incidental to the work of installing pipes, culverts and channels. The pumping operations shall include but not be limited to, diverting the stream flow around the work area and pumping runoff from the work area into a stilling basin, special stilling basin or other sediment control device. No additional payment will be made for furnishing materials or maintenance of the pumping operations for the installation of pipes, culverts and channels.

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

COIR FIBER MAT:

Description

Furnish material, install and maintain coir fiber mat in locations shown on the plans or in locations as directed. Work includes providing all materials, excavating and backfilling, and placing and securing coir fiber mat with stakes, steel reinforcement bars or staples as directed.

Materials

| Item | Section |
|----------------|----------------|
| Coir Fiber Mat | 1060-14 |

Anchors: Stakes, reinforcement bars, or staples shall be used as anchors.

Wooden Stakes:

Provide hardwood stakes 12"- 24" long with a 2" x 2" nominal square cross section. One end of the stake must be sharpened or beveled to facilitate driving through the coir fiber mat and down into the underlying soil. The other end of the stake needs to have a 1"- 2" long head at the top with a 1"- 2" notch following to catch and secure the coir fiber mat.

Steel Reinforcement Bars:

Provide uncoated #10 steel reinforcement bars 24" nominal length. The bars shall have a 4" diameter bend at one end with a 4" straight section at the tip to catch and secure the coir fiber mat.

Staples:

Provide staples made of 0.125" diameter new steel wire formed into a *u* shape not less than 12" in length with a throat of 1" in width.

Construction Methods

Place the coir fiber mat immediately upon final grading. Provide a smooth soil surface free from stones, clods, or debris that will prevent the contact of the mat with the soil. Unroll the mat and apply without stretching such that it will lie smoothly but loosely on the soil surface.

For stream relocation applications, take care to preserve the required line, grade, and cross section of the area covered. Bury the top slope end of each piece of mat in a narrow trench at least 6 in. deep and tamp firmly. Where one roll of matting ends and a second roll begins, overlap the end of the upper roll over the buried end of the second roll so there is a 6 in. overlap. Construct check trenches at least 12 in. deep every 50 ft. longitudinally along the edges of the mat or as directed. Fold over and bury mat to the full depth of the trench, close and tamp firmly. Overlap mat at least 6 in. where 2 or more widths of mat are installed side by side.

Place anchors across the mat at the ends approximately 1 ft. apart. Place anchors along the outer edges and down the center of the mat 3 ft. apart.

Adjustments in the trenching or anchoring requirements to fit individual site conditions may be required.

Measurement and Payment

Coir Fiber Mat will be measured and paid for as the actual number of square yards measured along the surface of the ground over which coir fiber mat is installed and accepted.

No measurement will be made for anchor items.

Payment will be made under:

| Pay Item | Pay Unit |
|-----------------|-----------------|
| Coir Fiber Mat | Square Yard |

STREAM CHANNEL RELOCATION LIMITATIONS:

The following sequence of construction shall be followed in the areas designated on the plans as stream relocations. Failure on the part of the Contractor to follow this sequence, and complete each step prior to proceeding in this area as specified, will be just cause for the Engineer to direct the suspension of work in accordance with Article 108-7 of the *Standard Specifications*.

- (A) Clear, but do not grub area within the Environmentally Sensitive Area on the existing stream to be relocated.
- (B) Construct and stabilize, with vegetation or erosion control materials sufficient to restrain erosion, the proposed stream channel relocation as shown on the plans.
- (C) Divert water into newly constructed channel only after it has been stabilized and approved.
- (D) Begin grubbing and/or grading within the Environmentally Sensitive Area of the existing stream.

The Contractor shall perform seeding and mulching and install erosion control matting to all cut/fill slopes adjacent to stream relocations in accordance with the contract.

The above requirements apply to the stream channels being constructed at the following stations:

Approx. Sta. 13+00 to 17+20 -LDET- RT

STREAMBANK REFORESTATION:

Description

Streambank Reforestation will be planted in areas designated on the plans and as directed. See the Streambank Reforestation Detail Sheets.

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

Materials

| Item | Section |
|----------------|----------------|
| Coir Fiber Mat | 1060-14 |

Live Stakes:

Type I Streambank Reforestation shall be live stakes, planted along both streambanks. Live stakes shall be ½"- 2" in diameter. Stakes shall also be 2 ft. - 3 ft. in length.

Live staking plant material shall consist of a random mix made up of 50% Black Willow (*Salix nigra*) and 50% Silky Dogwood (*Cornus amomum*). Other species may be substituted upon approval of the Engineer. All plant material shall be harvested locally (within the same physiographic ecoregion and plant hardiness zone) or purchased from a local nursery, with the approval of the Engineer. All live stakes shall be dormant at time of acquisition and planting.

Staples, stakes, or reinforcement bars shall be used as anchors and shall meet the following requirements:

Wooden Stakes:

Provide hardwood stakes 12"- 24" long with a 2" x 2" nominal square cross section. One end of the stake must be sharpened or beveled to facilitate driving through the coir fiber mat and down into the underlying soil. The other end of the stake needs to have a 1"- 2" long head at the top with a 1"- 2" notch following to catch and secure the coir fiber mat.

Steel Reinforcement Bars:

Provide uncoated #10 steel reinforcement bars 24" nominal length. The bars shall have a 4" diameter bend at one end with a 4" straight section at the tip to catch and secure the coir fiber mat.

Staples:

Provide staples made of 0.125" diameter new steel wire formed into a *u* shape not less than 12" in length with a throat of 1" in width.

Bare Root Seedlings:

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

Construction Methods

Coir fiber matting shall be installed on the streambanks where live staking is to be planted as shown on the Streambank Reforestation Detail Sheets and in locations as directed. Work includes providing all materials, excavating and backfilling, and placing and securing coir fiber mat.

Provide a smooth soil surface free from stones, clods, or debris that will prevent the contact of the matting with the soil. Place the matting immediately upon final grading and permanent seeding. Take care to preserve the required line, grade, and cross section of the area covered.

Unroll the matting and apply without stretching such that it will lie smoothly but loosely on the soil surface. Bury the top slope end of each piece of matting in a narrow trench at least 6" deep and tamp firmly. Where one roll of matting ends and a second roll begins, overlap the end of the upper roll over the buried end of the second roll so there is a 6" overlap. Construct check trenches at least 12" deep every 50 ft. longitudinally along the edges of the matting, or as directed. Fold over and bury matting to the full depth of the trench, close and tamp firmly. Overlap matting at least 6" where 2 or more widths of matting are installed side by side.

Wooden stakes, reinforcement bars, or staples may be used as anchors in accordance with the Streambank Reforestation Detail Sheets and as directed. Place anchors across the matting at ends, junctions, and check trenches approximately 1 ft. apart. Place anchors down the center of each strip of matting 3 ft. apart. Place anchors along all lapped edges 1 ft. apart. Refer to the Streambank Reforestation Detail Sheets for anchoring pattern. The Engineer may require adjustments in the trenching or anchoring requirements to fit individual site conditions.

During preparation of the live stakes, the basal ends shall be cleanly cut at an angle to facilitate easy insertion into the soil, while the tops shall be cut square or blunt for tamping. All limbs shall be removed from the sides of the live cutting prior to installation.

Live stakes shall be installed within 48 hours of cutting. Outside storage locations should be continually shaded and protected from wind and direct sunlight. Live cut plant material shall remain moist at all times before planting.

Stakes shall be spaced approximately 4 ft. on center. Live stakes shall be installed according to the configuration presented on the Streambank Reforestation Detail Sheets.

Tamp live stakes perpendicularly into the finished bank slope with a dead blow hammer, with buds oriented in an upward direction. Stakes should be tamped until approximately $\frac{3}{4}$ of the stake length is within the ground. The area around each live stake shall be compacted by foot after the live stake has been installed.

1" - 2" shall be cut cleanly off of the top of each live stake with loppers at an angle of approximately 15 degrees following installation. Any stakes that are split or damaged during installation shall be removed and replaced.

The bare root seedlings shall be planted as soon as practical following permanent *Seeding and Mulching*. The seedlings shall be planted from top of bank out, along both sides of the stream, as designated on the plans.

Root dip: The roots of reforestation seedlings shall be coated with a slurry of water, and either a fine clay (kaolin) or a superabsorbent that is designated as a bare root dip. The type, mixture ratio, method of application, and the time of application shall be submitted to the Engineer for approval.

With the approval of the Engineer, seedlings may be coated before delivery to the job or at the time of planting, but at no time shall the roots of the seedlings be allowed to dry out. The roots shall be moistened immediately prior to planting.

Seasonal Limitations: Streambank reforestation shall be planted from November 15 through March 15.

Measurement and Payment

Streambank Reforestation will be measured and paid for as the actual number of acres of land measured along the surface of the ground, which has been acceptably planted in accordance with this section.

Payment will be made under:

| Pay Item | Pay Unit |
|--------------------------|-----------------|
| Streambank Reforestation | Acre |

CONCRETE WASHOUT STRUCTURE:

(12-10-20)

Description

Concrete washout structures are enclosures above or below grade to contain concrete waste water and associated concrete mix from washing out ready-mix trucks, drums, pumps, or other equipment. Concrete washouts must collect and retain all the concrete washout water and solids, so that this material does not migrate to surface waters or into the ground water. These enclosures are not intended for concrete waste not associated with wash out operations.

The concrete washout structure may include constructed devices above or below ground and or commercially available devices designed specifically to capture concrete wash water.

Materials

| Item | Section |
|----------------------|----------------|
| Temporary Silt Fence | 1605 |

Safety Fence shall meet the specifications as provided elsewhere in this contract.

Geomembrane basin liner shall meet the following minimum physical properties for low permeability; it shall consist of a polypropylene or polyethylene 10 mil thick geomembrane. If the minimum setback dimensions can be achieved the liner is not required. (5 feet above groundwater, 50 feet from top of bank of perennial stream, other surface water body, or wetland.)

Construction Methods

Build an enclosed earthen berm or excavate to form an enclosure in accordance with the details and as directed.

Install temporary silt fence around the perimeter of the enclosure in accordance with the details and as directed if structure is not located in an area where existing erosion and sedimentation control devices are capable to containing any loss of sediment.

Post a sign with the words “Concrete Washout” in close proximity of the concrete washout area, so it is clearly visible to site personnel. Install safety fence as directed for visibility to construction traffic.

The construction details for the above grade and below grade concrete washout structures can be found on the following web page link:

<https://connect.ncdot.gov/resources/roadside/SoilWaterDocuments/ConcreteWashoutStructureDetail.pdf>

Alternate details for accommodating concrete washout may be submitted for review and approval.

The alternate details shall include the method used to retain and dispose of the concrete waste water within the project limits and in accordance with the minimum setback requirements. (5 feet above groundwater, 50 feet from top of bank of perennial stream, other surface water body, or wetland.)

Maintenance and Removal

Maintain the concrete washout structure(s) to provide adequate holding capacity plus a minimum freeboard of 12 inches. Remove and dispose of hardened concrete and return the structure to a functional condition after reaching 75% capacity.

Inspect concrete washout structures for damage and maintain for effectiveness.

Remove the concrete washout structures and sign upon project completion. Grade the earth material to match the existing contours and permanently seed and mulch area.

Measurement and Payment

Concrete Washout Structure will be paid for per each enclosure installed in accordance with the details. If alternate details 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:

| Pay Item | Pay Unit |
|----------------------------|-----------------|
| Concrete Washout Structure | Each |

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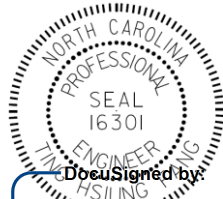
Project B-5624

Brunswick County

Project Special Provisions Structure

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DocuSigned by:

Ting Fang

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8/30/2021

ST-2**B-5624****Brunswick Co.****PROJECT SPECIAL PROVISIONS**
STRUCTURE**PROJECT B-5624****BRUNSWICK COUNTY****CONSTRUCTION, MAINTENANCE AND REMOVAL**
OF TEMPORARY STRUCTURE AT STATION 17+08.00 -LDET-**(9-27-12)**

Construct, maintain and afterwards remove a temporary structure in accordance with the applicable parts of the Standard Specifications and this Special Provision (structure only; the approaches are not a part of this pay item). Provide a temporary structure with a minimum overall length of 75 feet. Center the length of the structure about Station 17+08.00 -LDET- with the alignment, grade, and skew as indicated on the Roadway plans. If the skew is not 90°, lengthening the structure to accommodate a 90° skew is permitted. Provide a temporary structure with a minimum clear roadway width of 29 feet and an underclearance elevation no less than elevation 63.10'. Temporary structures over railroads shall maintain a minimum horizontal clearance of 25' from center of track to any temporary bent.

Design the temporary structure for HL-93 live load in accordance with the current edition of the AASHTO LRFD Bridge Design Specifications. The design of temporary structures need not satisfy the Extreme Event I Load Combination of the AASHTO LRFD Bridge Design Specifications. As a minimum, design the bridge rails for the AASHTO LRFD Test Level 2 (TL-2) crash test criteria, except when the plans state that a Test Level 3 (TL-3) bridge rail is required. The bridge rail design criteria are defined in the current edition of the AASHTO LRFD Bridge Design Specifications. In addition, design structural elements to which the bridge rail is attached, or elements which may receive loads transmitted through the rail, to distribute and/or withstand these loads.

Attach the bridge rails in a way that permits the bridge approach railing system to transition from the guardrail system and attach to the rigid railing system on the temporary bridge.

Submit detailed sketches of the joint assembly for review and approval. The sketches shall provide an installation procedure and dimensions depicting adequate access to install welded or bolted connections. The maximum joint opening shall be limited to 3 inches.

Provide a timber floor of laminated construction on the temporary structure. Place a sufficiently thick bottom layer of lumber normal to the centerline of roadway and a top layer of 2" x 8" lumber on a 45° skew with the centerline of roadway. Lumber wider than 8" is permitted if approved. For the bottom layer, use lumber that is dressed on all four sides to ensure a uniform width and thickness. For the top layer, use lumber dressed only on one side to ensure a uniform thickness. Place the lumber so that the crown of the lumber is the rough side and is "facing up" in order to receive a tack coat. Apply sand seal to the timber floor after the top layer of lumber is completed. When preservative treatment is specified, follow AWPA Standards for the applicable use.

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For Sand Seal, apply a liquid asphalt material and one or more applications of fine aggregate on the surface of wooden deck detour bridges. Use materials meeting the requirements of Division 10 of the Standard Specifications shown below:

Asphalt, Grade CRS-2 or CRS-1 Article 1020-3

Aggregate, #1S..... Article 1005-3

Clean and dry the surface of the bridges before applying treatment. Apply asphalt emulsion at a rate of 0.15 - 0.20 gal/yd² followed by a uniform coverage of sand at a rate of 10 – 15 lbs/yd². Roll the seal with a pneumatic-tired roller. Allow the seal to cure for a minimum of 24 hours before opening to traffic. Maintain the sand seal in an acceptable condition during the life of the detour, making additional applications as necessary.

If the timbers in the bottom layer of lumber are at least 8 inches thick, an asphalt wearing surface of at least 3 inches in thickness is permitted in lieu of the sand seal and top layer of lumber. Bolt the timbers together horizontally in minimum 4 foot mats. Prior to the assembly of the mats, have all four sides of the individual timbers inspected in accordance with Article 1082-1 of the Standard Specifications. Place the face of timbers in contact with girder flanges so that they are even and positively bear on all girder flanges. If necessary, provide shimming to ensure positive bearing. Minor variations are permissible in the evenness of the top surface of timbers that is in contact with the asphalt. Secure the timber floor to the girder flanges at regular intervals.

Other floor systems are permitted if approved.

If timber piles are used, use piles that are new and conform to ASTM D25. Rough-peeled or clean-peeled untreated timber piles are permitted.

All wood and timber products shall be inspected in accordance with Article 1082-1 of the Standard Specifications. The use of ungraded timber and lumber is not permitted. Use material conforming to grading rules of SPIB, NELMA or other nationally recognized specification.

Submit design calculations to the Engineer for review and approval that, as a minimum, include stress calculations for the following structural components: railings, rail post, rail post connections, flooring, main girders or floor beam system, bent cap, pile bearing, pile as a structural member and longitudinal and lateral stability of pile bents if necessary. Indicate the condition of any used materials in the design calculations. Detailed drawings and design calculations of the structural components shall be signed and sealed by a North Carolina Registered Professional Engineer. For stream crossings, determine the pile 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 pile bents containing more than a single row of piles.

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Brunswick Co.

Include material specifications for all new and used materials, including commercial grades and species of timber and lumber, in the detail drawings of the structure. In addition, show the location and a detailed sketch 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.

New and used material for temporary structures constructed by the Contractor, including systems intended for multiple usages, shall be inspected and approved prior to assembly.

Fabricators of temporary structures utilizing modular panels shall be AISC certified or equivalent. Submit proof of certification in accordance with Section 1072 of the Standard Specifications.

All critical bolted connections in the temporary structure require new high strength bolts. Indicate the location of the critical connections and recommended bolt size with tightening procedures in the detail drawings of the structure. The use of used high strength bolts is limited to non-critical connections and is subject to approval. For new high strength bolts, furnish the Engineer a copy of the manufacturer's test report for each component. Have the report indicate the testing date, the location where the components were manufactured, the lot number of the material represented, the rotational capacity tests lot number and the source identification marking used by the manufacturer of each component.

Before the temporary structure is loaded, the contractor shall inspect the structure and submit a written statement certifying that the erected structure complies with the approved detailed drawings. Temporary structures utilizing modular panels shall be inspected and certified by a manufacturer's representative. Any condition 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.

Once vehicular traffic is allowed on a structure utilizing modular panels, routine inspection by the manufacturer will be required. The first inspection of the structure will be one month after opening the structure to vehicular traffic. Subsequent inspections shall be performed every six months. An inspection report provided by the Department must be completed by the manufacturer and submitted to the Engineer within 3 days of each inspection. Any items documented in the report indicating safety or stability issues with the structure must be reported immediately. All safety and stability repairs will be performed promptly by the Contractor and approved by the Engineer.

The lump sum price bid for "Construction, Maintenance and Removal of Temporary Structure at Station 17+08.00 -LDET-" will be full compensation for the above work including all materials, equipment, tools, labor and incidentals necessary to complete and monitor the work.

ST-5

B-5624**Brunswick Co.****FALSEWORK AND FORMWORK****(4-5-12)****1.0 DESCRIPTION**

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

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

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

2.0 MATERIALS

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

3.0 DESIGN REQUIREMENTS**A. Working Drawings**

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

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

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

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

If requested by the Engineer, submit with the working drawings manufacturer's catalog data listing the weight of all construction equipment that will be supported on the temporary work. Show anticipated total settlements and/or deflections of falsework and forms on the working drawings. Include falsework footing settlements, joint take-up, and deflection of beams or girders.

As an option for the Contractor, overhang falsework hangers may be uniformly spaced, at a maximum of 36 inches, provided the following conditions are met:

| Member Type (PCG) | Member Depth, (inches) | Max. Overhang Width, (inches) | Max. Slab Edge Thickness, (inches) | Max. Screenshot Wheel Weight, (lbs.) | Bracket Min. Vertical Leg Extension, (inches) |
|-------------------|------------------------|-------------------------------|------------------------------------|--------------------------------------|---|
| II | 36 | 39 | 14 | 2000 | 26 |
| III | 45 | 42 | 14 | 2000 | 35 |
| IV | 54 | 45 | 14 | 2000 | 44 |
| MBT | 63 | 51 | 12 | 2000 | 50 |
| MBT | 72 | 55 | 12 | 1700 | 48 |

Overhang width is measured from the centerline of the girder to the edge of the deck slab.

For Type II, III & IV prestressed concrete girders (PCG), 45-degree cast-in-place half hangers and rods must have a minimum safe working load of 6,000 lbs.

For MBT prestressed concrete girders, 45-degree angle holes for falsework hanger rods shall be cast through the girder top flange and located, measuring along the top of the member, 1'-2 1/2" from the edge of the top flange. Hanger hardware and rods must have a minimum safe working load of 6,000 lbs.

The overhang bracket provided for the diagonal leg shall have a minimum safe working load of 3,750 lbs. The vertical leg of the bracket shall extend to the point that the heel bears on the girder bottom flange, no closer than 4 inches from the bottom of the member. However, for 72-inch members, the heel of the bracket shall bear on the web, near the bottom flange transition.

Provide adequate overhang falsework and determine the appropriate adjustments for deck geometry, equipment, casting procedures and casting conditions.

If the optional overhang falsework spacing is used, indicate this on the falsework submittal and advise the girder producer of the proposed details. Failure to notify the

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Engineer of hanger type and hanger spacing on prestressed concrete girder casting drawings may delay the approval of those drawings.

Falsework hangers that support concentrated loads and are installed at the edge of thin top flange concrete girders (such as bulb tee girders) shall be spaced so as not to exceed 75% of the manufacturer's stated safe working load. Use of dual leg hangers (such as Meadow Burke HF-42 and HF-43) are not allowed on concrete girders with thin top flanges. Design the falsework and forms supporting deck slabs and overhangs on girder bridges so that there will be no differential settlement between the girders and the deck forms during placement of deck concrete.

When staged construction of the bridge deck is required, detail falsework and forms for screed and fluid concrete loads to be independent of any previous deck pour components when the mid-span girder deflection due to deck weight is greater than $\frac{3}{4}$ ".

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

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

1. Wind Loads

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

Table 2.2 - Wind Pressure Values

| Height Zone feet above ground | Pressure, lb/ft ² for Indicated Wind Velocity, mph | | | | |
|----------------------------------|---|----|----|-----|-----|
| | 70 | 80 | 90 | 100 | 110 |
| 0 to 30 | 15 | 20 | 25 | 30 | 35 |
| 30 to 50 | 20 | 25 | 30 | 35 | 40 |
| 50 to 100 | 25 | 30 | 35 | 40 | 45 |
| over 100 | 30 | 35 | 40 | 45 | 50 |

2. Time of Removal

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The following requirements replace those of Article 3.4.8.2.

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

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

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

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

ST-9**B-5624****Brunswick Co.****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) |
|-----------|----------------|-------------|----------------|--------|----------------|
| Davie | 70 | Nash | 80 | Wilson | 80 |
| Duplin | 90 | New Hanover | 100 | Yadkin | 70 |
| Durham | 70 | Northampton | 80 | Yancey | 70 |
| Edgecombe | 80 | Onslow | 100 | | |
| Forsyth | 70 | Orange | 70 | | |

B. Review and Approval

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

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

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

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

4.0 CONSTRUCTION REQUIREMENTS

All requirements of Section 420 of the Standard Specifications apply.

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

Provide tell-tales attached to the forms and extending to the ground, or other means, for accurate measurement of falsework settlement. Make sure that the anticipated compressive settlement and/or deflection of falsework does not exceed 1 inch. For cast-in-place concrete structures, make sure that the calculated deflection of falsework flexural members does not exceed 1/240 of their span regardless of whether or not the deflection is compensated by camber strips.

A. Maintenance and Inspection

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

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

B. Foundations

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

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

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

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

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

5.0 REMOVAL

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

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

6.0 METHOD OF MEASUREMENT

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

7.0 BASIS OF PAYMENT

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

ST-11**B-5624****Brunswick Co.****SUBMITTAL OF WORKING DRAWINGS****(1-29-21)****1.0 GENERAL**

Submit working drawings in accordance with Article 105-2 of the *Standard Specifications* and this provision. For this provision, “submittals” refers to only those listed in this provision. The list of submittals contained herein does not represent a list of required submittals for the project. Submittals are only necessary for those items as required by the contract. Make submittals that are not specifically noted in this provision directly to the Engineer. Either the Structures Management Unit or the Geotechnical Engineering Unit or both units will jointly review submittals.

If a submittal contains variations from plan details or specifications or significantly affects project cost, field construction or operations, discuss the submittal with and submit all copies to the Engineer. State the reason for the proposed variation in the submittal. To minimize review time, make sure all submittals are complete when initially submitted. Provide a contact name and information with each submittal. Direct any questions regarding submittal requirements to the Engineer, Structures Management Unit contacts or the Geotechnical Engineering Unit contacts noted below.

In order to facilitate in-plant inspection by NCDOT and approval of working drawings, provide the name, address and telephone number of the facility where fabrication will actually be done if different than shown on the title block of the submitted working drawings. This includes, but is not limited to, precast concrete items, prestressed concrete items and fabricated steel or aluminum items.

2.0 ADDRESSES AND CONTACTS

For submittals to the Structures Management Unit, use the following addresses:

Via US mail:

Mr. Brain 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. Brian Hanks, P. E.
State Structures Engineer
North Carolina Department of
Transportation
Structures Management Unit
1000 Birch Ridge Drive
Raleigh, NC 27610
Attention: Mr. J. L. Bolden, P. E.

Submittals may also be made via email. Send submittals to:

jlbolden@ncdot.gov (James Bolden)

Send an additional e-copy of the submittal to the following address:

eomile@ncdot.gov (Emmanuel Omile)

mrorie@ncdot.gov (Madonna Rorie)

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

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

Via US mail:

Mr. Chris Kreider, P. E.
Eastern Regional Geotechnical
Manager
North Carolina Department
of Transportation
Geotechnical Engineering Unit
Eastern Regional Office
1570 Mail Service Center
Raleigh, NC 27699-1570

Via other delivery service:

Mr. Chris Kreider, P. E.
Eastern Regional Geotechnical
Manager
North Carolina Department
of Transportation
Geotechnical Engineering Unit
Eastern Regional Office
3301 Jones Sausage Road, Suite 100
Garner, NC 27529

Via Email: EastGeotechnicalSubmittal@ncdot.gov

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

Via US mail or other delivery service:

Mr. Eric Williams, P. E.
Western Regional Geotechnical
Manager
North Carolina Department
of Transportation
Geotechnical Engineering Unit
Western Regional Office
5253 Z Max Boulevard
Harrisburg, NC 28075

Via Email: WestGeotechnicalSubmittal@ncdot.gov

The status of the review of structure-related submittals sent to the Structures Management Unit can be viewed from the Unit's web site, via the "Drawing Submittal Status" link.

The status of the review of geotechnical-related submittals sent to the Geotechnical Engineering Unit can be viewed from the Unit's website, via the "Geotechnical Construction Submittals" link.

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

| | | |
|--------------------------------|---------------------------------|--|
| Primary Structures Contact: | James Bolden | (919) 707-6408 (919) 250-4082 facsimile jlbolden@ncdot.gov |
| Secondary Structures Contacts: | Emmanuel Omile Madonna Rorie | (919) 707-6451 (919) 707-6508 |

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Eastern Regional Geotechnical Contact (Divisions 1-7): Chris Kreider (919) 662-4710
ckreider@ncdot.gov

Western Regional Geotechnical Contact (Divisions 8-14): Eric Williams (704) 455-8902
ewilliams3@ncdot.gov

3.0 SUBMITTAL COPIES

Furnish one complete copy of each submittal, including all attachments, to the Engineer. At the same time, submit the number of hard copies shown below of the same complete submittal directly to the Structures Management Unit and/or the Geotechnical Engineering Unit.

The first table below covers “Structure Submittals”. The Engineer will receive review comments and drawing markups for these submittals from the Structures Management Unit. The second table in this section covers “Geotechnical Submittals”. The Engineer will receive review comments and drawing markups for these submittals from the Geotechnical Engineering Unit.

Unless otherwise required, submit one set of supporting calculations to either the Structures Management Unit or the Geotechnical Engineering Unit unless both units require submittal copies in which case submit a set of supporting calculations to each unit. Provide additional copies of any submittal as directed.

STRUCTURE SUBMITTALS

| Submittal | Copies Required by Structures Management Unit | Copies Required by Geotechnical Engineering Unit | Contract Reference Requiring Submittal ¹ |
|--|--|---|--|
| Arch Culvert Falsework | 5 | 0 | Plan Note, SN Sheet & “Falsework and Formwork” |
| Box Culvert Falsework ⁷ | 5 | 0 | Plan Note, SN Sheet & “Falsework and Formwork” |
| Cofferdams | 6 | 2 | Article 410-4 |
| Foam Joint Seals ⁶ | 9 | 0 | “Foam Joint Seals” |
| Expansion Joint Seals (hold down plate type with base angle) | 9 | 0 | “Expansion Joint Seals” |
| Expansion Joint Seals | 2, then 9 | 0 | “Modular Expansion Joint |

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| | | | |
|--|---------------------------|---|---|
| (modular) | | | Seals” |
| Expansion Joint Seals (strip seals) | 9 | 0 | “Strip Seals” |
| Falsework & Forms ² (substructure) | 8 | 0 | Article 420-3 & “Falsework and Formwork” |
| Falsework & Forms (superstructure) | 8 | 0 | Article 420-3 & “Falsework and Formwork” |
| Girder Erection over Railroad | 5 | 0 | Railroad Provisions |
| Maintenance and Protection of Traffic Beneath Proposed Structure | 8 | 0 | “Maintenance and Protection of Traffic Beneath Proposed Structure at Station ____” |
| Metal Bridge Railing | 8 | 0 | Plan Note |
| Metal Stay-in-Place Forms | 8 | 0 | Article 420-3 |
| Metalwork for Elastomeric Bearings ^{4,5} | 7 | 0 | Article 1072-8 |
| Miscellaneous Metalwork ^{4,5} | 7 | 0 | Article 1072-8 |
| Disc Bearings ⁴ | 8 | 0 | “Disc Bearings” |
| Overhead and Digital Message Signs (DMS) (metalwork and foundations) | 13 | 0 | Applicable Provisions |
| Placement of Equipment on Structures (cranes, etc.) | 7 | 0 | Article 420-20 |
| Precast Concrete Box Culverts | 2, then 1 reproducible | 0 | “Optional Precast Reinforced Concrete Box Culvert at Station ____” |
| Prestressed Concrete Cored Slab (detensioning sequences) ³ | 6 | 0 | Article 1078-11 |
| Prestressed Concrete Deck Panels | 6 and 1 reproducible | 0 | Article 420-3 |
| Prestressed Concrete Girder (strand elongation and detensioning sequences) | 6 | 0 | Articles 1078-8 and 1078- 11 |
| Removal of Existing Structure over Railroad | 5 | 0 | Railroad Provisions |

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| | | | |
|---|---------------------------|---|---|
| Revised Bridge Deck Plans (adaptation to prestressed deck panels) | 2, then 1 reproducible | 0 | Article 420-3 |
| Revised Bridge Deck Plans (adaptation to modular expansion joint seals) | 2, then 1 reproducible | 0 | “Modular Expansion Joint Seals” |
| Sound Barrier Wall (precast items) | 10 | 0 | Article 1077-2 & “Sound Barrier Wall” |
| Sound Barrier Wall Steel Fabrication Plans ⁵ | 7 | 0 | Article 1072-8 & “Sound Barrier Wall” |
| Structural Steel ⁴ | 2, then 7 | 0 | Article 1072-8 Article 400-3 & “Construction, Maintenance and Removal of Temporary Structure at Station _____” |
| Temporary Detour Structures | 10 | 2 | |
| TFE Expansion Bearings ⁴ | 8 | 0 | Article 1072-8 |

FOOTNOTES

1. References are provided to help locate the part of the contract where the submittals are required. References in quotes refer to the provision by that name. Articles refer to the *Standard Specifications*.
2. Submittals for these items are necessary only when required by a note on plans.
3. Submittals for these items may not be required. A list of pre-approved sequences is available from the producer or the Materials & Tests Unit.
4. The fabricator may submit these items directly to the Structures Management Unit.
5. The two sets of preliminary submittals required by Article 1072-8 of the *Standard Specifications* are not required for these items.
6. Submittals for Fabrication Drawings are not required. Submittals for Catalogue Cuts of Proposed Material are required. See Section 5.A of the referenced provision.
7. Submittals are necessary only when the top slab thickness is 18” or greater.

GEOTECHNICAL SUBMITTALS

| Submittal | Copies Required by | Copies Required by | Contract Reference Requiring Submittal ¹ |
|------------------|-------------------------------|-------------------------------|--|
|------------------|-------------------------------|-------------------------------|--|

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| | Geotechnical Engineering Unit | Structures Management Unit | |
|--|--|---|---|
| Drilled Pier Construction Plans ² | 1 | 0 | Subarticle 411-3(A) |
| Crosshole Sonic Logging (CSL) Reports ² | 1 | 0 | Subarticle 411-5(A)(2) |
| Pile Driving Equipment Data Forms ^{2,3} | 1 | 0 | Subarticle 450-3(D)(2) |
| Pile Driving Analyzer (PDA) Reports ² | 1 | 0 | Subarticle 450-3(F)(3) |
| Retaining Walls ⁴ | 1 drawings, 1 calculations | 2 drawings | Applicable Provisions |
| Temporary Shoring ⁴ | 1 drawings, 1 calculations | 2 drawings | “Temporary Shoring” & “Temporary Soil Nail Walls” |

FOOTNOTES

- References are provided to help locate the part of the contract where the submittals are required. References in quotes refer to the provision by that name. Subarticles refer to the *Standard Specifications*.
- Submit one hard copy of submittal to the Engineer. Submit a second copy of submittal electronically (PDF via email), US mail or other delivery service to the appropriate Geotechnical Engineering Unit regional office. Electronic submission is preferred.
- The Pile Driving Equipment Data Form is available from:
https://connect.ncdot.gov/resources/Geological/Pages/Geotech_Forms_Details.aspx
See second page of form for submittal instructions.
- Electronic copy of submittal is required. See referenced provision.

CRANE SAFETY**(6-20-19)**

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

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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.

GROUT FOR STRUCTURES

(12-1-17)

1.0 DESCRIPTION

This special provision addresses grout for use in pile blockouts, grout pockets, shear keys, dowel holes and recesses for structures. This provision does not apply to grout placed in post-tensioning ducts for bridge beams, girders, or decks. Mix and place grout in accordance with the manufacturer’s recommendations, the applicable sections of the Standard Specifications and this provision.

2.0 MATERIAL REQUIREMENTS

Unless otherwise noted on the plans, use a Type 3 Grout in accordance with Section 1003 of the Standard Specifications.

Initial setting time shall not be less than 10 minutes when tested in accordance with ASTM C266.

Construction loading and traffic loading shall not be allowed until the 3 day compressive strength is achieved.

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3.0 SAMPLING AND PLACEMENT

Place and maintain components in final position until grout placement is complete and accepted. Concrete surfaces to receive grout shall be free of defective concrete, laitance, oil, grease and other foreign matter. Saturate concrete surfaces with clean water and remove excess water prior to placing grout.

4.0 BASIS OF PAYMENT

No separate payment will be made for "Grout for Structures". The cost of the material, equipment, labor, placement, and any incidentals necessary to complete the work shall be considered incidental to the structure item requiring grout.

ASBESTOS ASSESSMENT FOR BRIDGE DEMOLITION AND RENOVATION ACTIVITIES

(12-30-15)

1.0 INSPECTION FOR ASBESTOS CONTAINING MATERIAL

Prior to conducting bridge demolition or renovation activities, the Contractor shall thoroughly inspect the bridge or affected components for the presence of asbestos containing material (ACM) using a firm prequalified by NCDOT to perform asbestos surveys. The inspection must be performed by a N.C. accredited asbestos inspector with experience inspecting bridges or other industrial structures. The N.C. accredited asbestos inspector must conduct a thorough inspection, identifying all asbestos-containing material as required by the Environmental Protection Agency National Emission Standards for Hazardous Air Pollutants (NESHAP) Code of Federal Regulations (CFR) 40 CFR, Part 61, Subpart M.

The Contractor shall submit an inspection report to the Engineer, which at a minimum must include information required in 40 CFR 763.85 (a)(4) vi)(A)-(E), as well as a project location map, photos of existing structure, the date of inspection and the name, N.C. accreditation number, and signature of the N.C. accredited asbestos inspector who performed the inspection and completed the report. The cover sheet of the report shall include project identification information. Place the following notes on the cover sheet of the report and check the appropriate box:

- ACM was found
 ACM was not found

2.0 REMOVAL AND DISPOSAL OF ASBESTOS CONTAINING MATERIAL

If ACM is found, notify the Engineer. Compensation for removal and disposal of ACM is considered extra work in accordance with Article 104-7 of the Standard Specifications.

An Asbestos Removal Permit must be obtained from the Health Hazards Control Unit (HHCU) of the N.C. Department of Health & Human Services, Division of Public Health, if more than 35 cubic feet, 160 square feet, or 260 linear feet of regulated ACM (RACM) is

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to be removed from a structure and this work must be completed by a contractor prequalified by NCDOT to perform asbestos abatement. RACM is defined in 40 CFR, Part 61, Subpart M. Note: 40 CFR 763.85 (a)(4) vi)(D) defines ACM as surfacing, TSI and Miscellaneous which does not meet the NESHAP RACM.

3.0 DEMOLITION NOTIFICATION

Even if no ACM is found (or if quantities are less than those required for a permit), a Demolition Notification (DHHS-3768) must be submitted to the HHCU. Notifications and Asbestos Permit applications require an original signature and must be submitted to the HHCU 10 working days prior to beginning demolition activities. The 10 working day period starts based on the post-marked date or date of hand delivery. Demolition that does not begin as originally notified requires submission of a separate revision form HHCU 3768-R to HHCU. Reference the North Carolina Administrative Code, Chapter 10A, Subchapter 41C, Article .0605 for directives on revision submissions.

Contact Information

Health Hazards Control Unit (HHCU)
N.C. Department of Health and Human Services
1912 Mail Service Center
Raleigh, NC 27699-1912
Telephone: (919) 707-5950
Fax: (919) 870-4808

4.0 SPECIAL CONSIDERATIONS

Buncombe, Forsyth, and Mecklenburg counties also have asbestos permitting and NESHAP requirements must be followed. For projects involving permitted RACM removals, both the applicable county and the state (HHCU) must be notified.

For demolitions with no RACM, only the local environmental agencies must be notified. Contact information is as follows:

Buncombe County

WNC Regional Air Pollution Control Agency
49 Mt. Carmel Road
Asheville, NC 28806
(828) 250-6777

Forsyth County

Environmental Affairs Department
537 N. Spruce Street
Winston-Salem, NC 27101
(336) 703-2440

Mecklenburg County

Land Use and Environmental Services Agency

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Mecklenburg Air Quality
700 N. Tryon Street
Charlotte, NC 28202
(704) 336-5430

5.0 ADDITIONAL INFORMATION

Additional information may be found on N.C. asbestos rules, regulations, procedures and N.C. accredited inspectors, as well as associated forms for demolition notifications and asbestos permit applications at the N.C. Asbestos Hazard Management Program website:

www.epi.state.nc.us/epi/asbestos/ahmp.html

6.0 BASIS OF PAYMENT

Payment for the work required in this provision will be at the lump sum contract unit price for "Asbestos Assessment". Such payment will be full compensation for all asbestos inspections, reports, permitting and notifications.

18" GALVANIZED STEEL SHEET PILE SYSTEM:

(SPECIAL)

1.0 General:

The work covered in this section shall consist of the construction of the 18" Steel Sheet Pile System as shown on the plans and in accordance with the Standard Specifications and these special provisions. Shop drawings shall be submitted as specified in the special provision entitled "Submittal of Working Drawings".

2.0 Materials:

All material shall meet the following requirements:

- a. **Steel Sheet Piles:** Steel sheet piles shall be hot rolled and meet ASTM A572 or ASTM A690 unless otherwise required by the plans. Steel sheet piles shall be galvanized in accordance with Section 1076 of the Standard Specifications.
- b. **Steel Channel (Wales), Plates:** Steel channels (wales), plates shall meet the requirements of ASTM A36 and shall be galvanized in accordance with the Standard Specifications.
- c. **Bolts, Nuts, and Washers:** All bolts, nuts, and washers shall meet the requirements of Section 1072 of the Standard Specifications for type 1 or type 3 high strength bolts, nuts, and washers. All type 1 bolts, nuts, washers, and pipe spacers shall be galvanized in accordance with the Standard Specifications.
- d. **Steel Tie Rods:** Steel tie rods shall meet the requirements of ASTM A36 and shall be galvanized in accordance with the Standard Specifications.

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- e. Turnbuckles: Turnbuckles shall meet the requirements of ASTM F1145-05 and shall be galvanized in accordance with the Standard Specifications.

3.0 Construction

- a. Installation of Steel Sheet Piles: Steel sheet piles shall be installed in accordance with Section 452 of the Standard Specifications. Prior to installing the sheet piles, a steel template frame may be used as a guide for installation. Temporary bracing may be required to construct the steel sheet piles in order to maintain alignment and tolerances.

During installation, if the forward edge of the pile is noticeably out of plumb, it shall be pulled and reinstalled. Should an accumulation of gain or loss at the top edge cause the piles to be out of plumb, the Engineer may require all such piles to be removed and reinstalled.

- b. Installation of Tie Rods: Tie rods shall be installed at locations shown on the plans. The Contractor shall backfill to the tie rod elevation, install the tie rods and continue to backfill to the final elevation. After installation of turnbuckles on the tie rods, the turnbuckles should be adjusted to ensure a tight connection before continuing to backfill. Heavy equipment will not be allowed over the tie rods without a minimum coverage of backfill.
- c. Construction of Coping: Coping shall be constructed as shown on the plans and in accordance with the Standard Specifications.

4.0 Measurement and Payment:

Steel sheet piles shall be installed in accordance with the contract plans and Section 452 of the Standard Specifications with the exception that measurement and payment will be for the actual number of square feet of sheet piles installed.

The price and payment will be full compensation for all work covered by this special provision and as shown on the plans, including but not limited to, fabricating and installing steel sheet piles in the wings; fabricating and installing steel sheet piles in the end bent cap; remove, replace, and correct sheet piles as necessary; furnishing and placing temporary bracing, tieback system, and furnishing all equipment, tools, labor, and incidentals to complete the work.

Payment will be made under:

18" Galvanized Steel Sheet Pile System.....Square Feet

PROJECT SPECIAL PROVISION

(10-18-95) (Rev. 3-21-17)

Z-1a

PERMITS

The Contractor's attention is directed to the following permits, which have been issued to the Department of Transportation by the authority granting the permit.

| <u>PERMIT</u> | <u>AUTHORITY GRANTING THE PERMIT</u> |
|--|--|
| Dredge and Fill and/or Work in Navigable Waters (404) | U. S. Army Corps of Engineers |
| Water Quality (401) | Division of Environmental Management, DEQ State of North Carolina |

The Contractor shall comply with all applicable permit conditions during construction of this project. Those conditions marked by * are the responsibility of the Department and the Contractor has no responsibility in accomplishing those conditions.

Agents of the permitting authority will periodically inspect the project for adherence to the permits.

The Contractor's attention is also directed to Articles 107-10 and 107-13 of the *2018 Standard Specifications* and the following:

Should the Contractor propose to utilize construction methods (such as temporary structures or fill in waters and/or wetlands for haul roads, work platforms, cofferdams, etc.) not specifically identified in the permit (individual, general, or nationwide) authorizing the project it shall be the Contractor's responsibility to coordinate with the Engineer to determine what, if any, additional permit action is required. The Contractor shall also be responsible for initiating the request for the authorization of such construction method by the permitting agency. The request shall be submitted through the Engineer. The Contractor shall not utilize the construction method until it is approved by the permitting agency. The request normally takes approximately 60 days to process; however, no extensions of time or additional compensation will be granted for delays resulting from the Contractor's request for approval of construction methods not specifically identified in the permit.

Where construction moratoriums are contained in a permit condition which restricts the Contractor's activities to certain times of the year, those moratoriums will apply only to the portions of the work taking place in the restricted waters, wetlands or buffer zones, provided that activities outside those areas is done in such a manner as to not affect the restricted waters, wetlands or buffer zones.

Electronically Transmitted
U.S. ARMY CORPS OF ENGINEERS
WILMINGTON DISTRICT

Action Id. SAW-2016-02148 County: Brunswick U.S.G.S. Quad: NC-Supply

GENERAL PERMIT (REGIONAL AND NATIONWIDE) VERIFICATION

Permittee: NCDOT
Phil Harris, P.E.
Address: 1000 Birch Ridge Road
Raleigh, NC 27610
E-mail: pharris@ncdot.gov

| | | | |
|------------------|----------------------|--------------|--|
| Size (miles) | <u>0.266</u> | Nearest Town | <u>Bolivia</u> |
| Nearest Waterway | <u>Driving Creek</u> | River Basin | <u>Lower Pee Dee</u> |
| USGS HUC | <u>03020306</u> | Coordinates | Latitude: <u>34.102112</u> Longitude: <u>-78.306639</u> |

Location description: The project, (B 5624) replacement of Br#57, is located along NC 211 within the Green Swamp where the roadway crosses Driving Creek.

Description of projects area and activity: This verification authorizes the permanent discharge of fill into 0.23 of an acre of wetlands, the temporary discharge of fill into 0.27 of an acre of wetlands, 0.02 of an acre of excavation in wetlands, 0.14 of an acre of mechanized clearing in wetlands, 0.18 of an acre of open water impact (tributary relocation), and impacts to the stream bank for the construction the detour.

Applicable Law(s): Section 404 (Clean Water Act, 33 USC 1344)
 Section 10 (Rivers and Harbors Act, 33 USC 403)

Authorization: **RGP201902350 NC DOT Bridges, Road Widening and Interchanges**

SEE ATTACHED NWP GENERAL, REGIONAL, AND/OR SPECIAL CONDITIONS

Your work is authorized by the above referenced permit provided it is accomplished in strict accordance with the enclosed Conditions, your application signed and dated 6/3/2021, and the enclosed plans Permit Drawings 1-14 of 14 dated 3/11/2021. 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 authorization is modified, suspended or revoked. If, prior to the expiration date identified below, the nationwide 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 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 permit, will remain authorized provided the activity is completed within twelve months of the date of the nationwide 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 **Morehead City, NC, at (252) 808-2808.**

This Department of the Army verification does not relieve the permittee of the responsibility to obtain any other required Federal, State or local approvals/permits.

If there are any questions regarding this verification, any of the conditions of the Permit, or the Corps of Engineers regulatory program, please contact **Brad Shaver at 910-251-4611 or brad.e.shaver@usace.army.mil**.



Digitally signed by Brad
Shaver
Date: 2021.06.21 10:36:29
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Corps Regulatory Official: _____

Date: **6/21/2021**

Expiration Date of Verification: **5/25/2025**

The Wilmington District is committed to providing the highest level of support to the public. To help us ensure we continue to do so, please complete the Customer Satisfaction Survey located at http://corpsmapu.usace.army.mil/cm_apex/f?p=136:4:0

Copy furnished(electronic):

NCDOT attn: Chris Rivenbark

NCDOT attn: Gordon Cashin

NCDOT attn: Mason Herndon

NC DMS attn: Beth Harmon

USACE attn: Todd Tugwell

SAW-2016-02148

**SPECIAL CONDITIONS
B 5624, Br#57
Hwy 211 Green Swamp**

NLEB Measures to Avoid/Minimize Mortality

1) No tree clearing will occur within 150 feet of a known maternity roost tree May 1 - June 30 in order to protect non-volant young. Winter roost trees are not considered maternity roost trees.

2) At individual project sites where a total of 1.0 acre or more of tree clearing will occur, no tree clearing will occur during the portion of the day that the air temperature is <40 degrees Fahrenheit in order to protect NLEBs that may be in torpor. This restriction is only subject to the known/potential range (30 coastal counties) that is shown in Figure 2.

*** NLEB Research and Data Collection**

3) NCDOT has agreed to conduct up to 10 years of NLEB monitoring and research study. The monitoring portion of this agreement will consist of up to 6 monitoring sites (determined from the past 5-year study where NLEB were the most abundant). These sites will be monitored on a rotational basis, where only a portion of the sites are mist netted every year. Through the research portion of this study, NCDOT will fund up to \$500,000 towards NLEB research during the 10 years of the PBO's duration. The details of the studies will be determined at a later date. The primary goal is to learn more about the NLEB in the coastal plain of North Carolina and how NCDOT can build projects with the least amount of impact to the species. A secondary goal is to better determine the occupied range of the species in eastern North Carolina.

Mitigation

* 4) In order to compensate for impacts associated with this permit, mitigation shall be provided in accordance with the provisions outlined on the most recent version of the attached Compensatory Mitigation Responsibility Transfer Form. The requirements of this form, including any special conditions listed on this form, are hereby incorporated as special conditions of this permit authorization.

Temporary Impacts

5) Temporary fills must be removed in their entirety and the affected areas returned to pre-construction elevations. The affected areas must be re-vegetated, as appropriate.

The Department must follow the restoration plan forwarded on 6/18/2021.



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Action ID Number: SAW-2016-02148 County: Brunswick

Permittee: NCDOT, Phil Harris, P.E.

Project Name: B 5624, Replacement of Br#57

Date Verification Issued: 6/21/2021

Project Manager: Brad Shaver

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: Brad Shaver
Wilmington Regulatory Office
U.S Army Corps of Engineers
69 Darlington Avenue
Wilmington, North Carolina 28403
or
brad.e.shaver@usace.army.mil**

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

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DEPARTMENT OF THE ARMY
Wilmington District, Corps of Engineers
69 Darlington Avenue
Wilmington, North Carolina 28403-1343

Regional General Permit No. SAW-2019-02350 (RGP 50)
Name of Permittee: North Carolina Department of Transportation
Effective Date: May 26, 2020
Expiration Date: May 25, 2025

DEPARTMENT OF THE ARMY REGIONAL GENERAL PERMIT

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

District Commander
U.S. Army Engineer District, Wilmington
Corps of Engineers
69 Darlington Avenue
Wilmington, North Carolina 28403-1343

TO AUTHORIZE THE DISCHARGE OF DREDGED OR FILL MATERIAL IN WATERS OF THE UNITED STATES (U.S.), INCLUDING WETLANDS, ASSOCIATED WITH MAINTENANCE, REPAIR, AND CONSTRUCTION PROJECTS CONDUCTED BY THE VARIOUS DIVISIONS OF THE NORTH CAROLINA DEPARTMENT OF TRANSPORTATION (NCDOT), INCLUDING THE NCDOT DIVISION OF HIGHWAYS, RAIL, BICYCLE/PEDESTRIAN, ETC.

Activities authorized by this RGP:

- a. (1) Road widening, and/or (2) construction, maintenance, and/or repair of bridges. For bridge projects, work can include the approaches.
- b. (1) Improvement of interchanges or intersections, or (2) construction of interchanges or intersections over, or on, existing roads.

Full descriptions/terms of “a” and “b”:

a. (1) Road widening, and/or (2) construction, maintenance, and/or repair of bridges. For bridge projects, work can include the approaches.

Permanent impacts that result in a loss of waters of the U.S., excluding stream relocation(s), must be less than or equal to 500 linear feet (lf) of stream and/or one (1) acre of wetland/open water for each single and complete linear project.

Single and complete linear project. As noted in 33 CFR 330.2(i), for linear projects, the “single and complete project” (i.e., single and complete crossing) will apply to each crossing of a separate water of the U.S. (i.e., single waterbody) at that location; except that for linear projects crossing a single waterbody several times at separate and distant locations, each crossing is considered a single and complete project. However, individual channels in a braided stream or river, or individual arms of a large, irregularly-shaped wetland or lake, etc., are not separate waterbodies and crossing of such features cannot be considered separately.

Also authorized under “a”: (1) stream relocation(s) and (2) temporary impacts, such as those from temporary structures, fills, dewatering, and other work necessary to conduct the activities listed under “a”. Stream relocation(s) and temporary impacts will be evaluated independently and are not limited to the permanent loss limits of 500 lf of stream and/or 1 acre of wetland/open water (i.e., stream relocations and/or temporary impacts do not factor into these limits) for each single and complete linear project; however, if the Corps determines that the proposed stream relocation(s) and/or temporary impacts are of such magnitude that they cannot be authorized under this section (“a”) of RGP 50, even if the permanent losses from road widening, and/or construction, maintenance, and repair of bridges do not exceed the impact limits for this section (“a”) of RGP 50, an Individual Permit will be required.

If the Corps determines, on a case-by-case basis, that the concerns for the aquatic environment so indicate, he/she may exercise discretionary authority to override this RGP and require an Individual Permit.

b. (1) Improvement of interchanges or intersections, or (2) construction of interchanges or intersections, over or, on existing roads.

For activities authorized under “b”, the limits for permanent impacts that result in a loss of waters of the U.S. depend on the location of the impacts, as described below:

- In the coastal plain of North Carolina (both inner coastal plain and outer coastal plain) - permanent impacts that result in a loss of waters of the U.S., excluding stream relocation(s), must be less than or equal to 1,000 lf of stream and/or 3 acres of wetland/open water for the entire interchange or intersection project.

- All other areas of North Carolina - permanent impacts that result in a loss of waters of the U.S., excluding stream relocation(s), must be less than or equal to 1,000 lf of stream and/or 2 acres of wetland/open water for the entire interchange or intersection project.

Coastal plain – See http://saw-reg.usace.army.mil/JD/LRRs_PandT.pdf for Land Resource Areas LRRP (inner coastal plain) and LRRT (outer coastal plain).

When proposed impacts to waters of the U.S. are located both inside AND outside of the coastal plain, the Corps will determine, based on the location(s) of proposed impacts to waters of the U.S., if a project is a “coastal plain project”.

Single and complete project. For permitting purposes, each interchange or intersection is considered to be one single and complete project. For example, an interchange project cannot result in a permanent loss (excluding stream relocation), of (1) greater than 1,000 lf of stream and/or 3 acres of wetland/open water in the coastal plain OR (2) greater than 1,000 lf of stream and/or 2 acres of wetland/open water in all other areas of North Carolina.

Approach fills may be considered to be part of an interchange or intersection project if the Corps determines that inclusion of these areas meet the terms of this section (“b”) of RGP 50. Early coordination with the Corps is encouraged.

Intersections, regardless of the mode of transportation (e.g., railroad, other roadways, etc.), may be at grade or grade separated if the Corps determines that the project would meet the terms of this section (“b”) of RGP 50. Early coordination with the Corps is encouraged.

Also authorized under “b”: (1) stream relocation(s) and (2) temporary impacts, such as those from temporary structures, fills, dewatering, and other work necessary to conduct the activities listed under “b”. Stream relocation(s) and temporary impacts will be evaluated independently and are not limited to the permanent loss limits of (1) 1,000 lf of stream and/or 3 acres of wetland/open water in the coastal plain OR (2) 1,000 lf of stream and/or 2 acres of wetland/open water in all other areas of North Carolina (i.e., stream relocations and/or temporary impacts do not factor into these limits) for each interchange or intersection project; however, if the Corps determines that the proposed stream relocation(s) and/or temporary impacts are of such magnitude that they cannot be authorized under this section (“b”) of RGP 50, even if the permanent losses from improvement of interchanges or intersections, or construction of interchanges or intersections over, or on, existing roads do not exceed the impact limits for this section (“b”) of RGP 50, an Individual Permit will be required.

If the Corps determines, on a case-by-case basis, that the concerns for the aquatic environment so indicate, he/she may exercise discretionary authority to override this RGP and require an Individual Permit.

1. Special Conditions.

a. The prospective permittee must submit a pre-construction notification (PCN) and applicable supporting information to the District Engineer and receive written verification from the Corps that the proposed work complies with this RGP prior to commencing any activity authorized by this RGP.

b. If the project will not impact a designated “Area of Environmental Concern” (AEC) in the twenty* (20) counties of North Carolina covered by the North Carolina Coastal Area Management Act (CAMA) (“CAMA counties”), a consistency submission is not required. If the project will impact a designated AEC and meets the definition of “development”, the prospective permittee must obtain the required CAMA permit. Development activities shall not commence until a copy of the approved CAMA permit is furnished to the appropriate Corps Regulatory Field Office (Wilmington Field Office – 69 Darlington Avenue, Wilmington, NC 28403 or Washington Field Office – 2407 West 5th Street, Washington, NC 27889).

***The 20 CAMA counties in North Carolina include Beaufort, Bertie, Brunswick, Camden, Carteret, Chowan, Craven, Currituck, Dare, Gates, Hertford, Hyde, New Hanover, Onslow, Pamlico, Pasquotank, Pender, Perquimans, Tyrrell, and Washington.**

c. No work shall be authorized by this RGP within the 20* CAMA counties without prior consultation with the National Oceanic and Atmospheric Administration’s (NOAA) Habitat Conservation Division. For each activity reviewed by the Corps where it is determined that the activity may affect Essential Fish Habitat (EFH) for federally managed species, an EFH Assessment shall be prepared by the prospective permittee and forwarded to the Corps and NOAA Fisheries for review and comment prior to authorization of work.

d. Culverts and pipes. The following conditions [(1)-(8)] apply to the construction of culverts/pipes, and work on existing culverts/pipes.

Additionally, if the proposed work would affect an existing culvert/pipe (e.g., culvert/pipe extensions), the prospective permittee must include actions (in the PCN) to correct any existing deficiencies that are located:

- At the inlet and/or outlet of the existing culvert/pipe, IF these deficiencies are/were caused by the existing culvert/pipe, or
- Near the inlet or outlet of the existing culvert/pipe, IF these deficiencies are/were caused by the existing culvert/pipe.

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These deficiencies may include, but are not limited to, stream over-widening, bank erosion, streambed scour, perched culvert/pipes, and inadequate water depth in culvert(s). Also note if the proposed work would address the existing deficiency or eliminate it – e.g., bank erosion on left bank, but the culvert extension will be placed in this eroded area. If the prospective permittee is unable to correct the deficiencies caused by the existing culvert/pipe, they must document the reasons in the PCN for Corps consideration.

(1) No activity may result in substantial, permanent disruption of the movement of those species of aquatic life indigenous to the waterbody, including those species that normally migrate through the area. Measures will be included that will promote the safe passage of fish and other aquatic organisms.

(2) The dimension, pattern, and profile of the stream above and below a culvert/pipe shall not be modified by widening the stream channel or by reducing the depth of the stream in connection with the construction activity. It is acceptable to use rock vanes at culvert/pipe outlets to ensure, enhance, or maintain aquatic passage. Pre-formed scour holes are acceptable when designed for velocity reduction. The width, height, and gradient of a proposed opening shall be such as to pass the average historical low flow and spring flow without adversely altering flow velocity. Spring flow will be determined from gauge data, if available. In the absence of such data, bankfull flow will be used as a comparable level.

(3) Burial/depth specifications: If the project is located within any of the 20* CAMA counties, culvert/pipe inverts will be buried at least one foot below normal bed elevation when they are placed within the Public Trust AEC and/or the Estuarine Waters AEC as designated by CAMA. If the project is located outside of the 20* CAMA counties, culvert/pipe inverts will be buried at least one foot below the bed of the stream for culverts/pipes that are greater than 48 inches in diameter. Culverts/pipes that are 48 inches in diameter or less shall be buried or placed on the stream bed as practicable and appropriate to maintain aquatic passage, to include passage during drought or low flow conditions. Every effort shall be made to maintain the existing channel slope. A waiver from the burial/depth specifications in this condition may be requested in writing. The prospective permittee is encouraged to request agency input about waiver requests as early as possible, and prior to submitting the PCN for a specific project; this will allow the agencies time to conduct a site visit, if necessary, and will prevent time delays and potential project revisions for the prospective permittee. The waiver will only be issued by the Corps if it can be demonstrated that the impacts of complying with burial requirements would result in more adverse impacts to the aquatic environment.

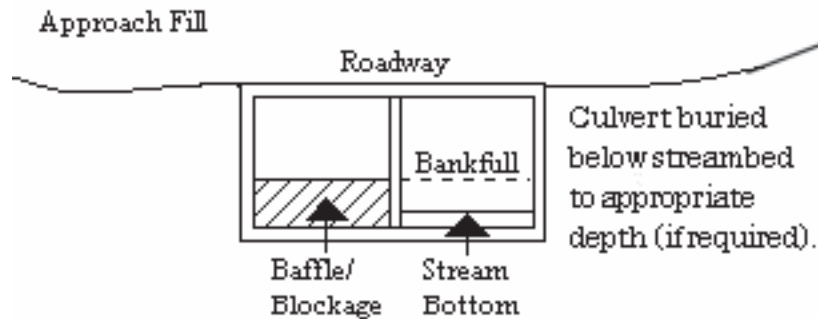
(4) Appropriate actions to prevent destabilization of the channel and head cutting upstream shall be incorporated in the design and placement of culverts/pipes.

(5) Culverts/pipes placed within riparian and/or riverine wetlands must be installed in a manner that does not restrict the flow and circulation patterns of waters of the U.S. Culverts/pipes placed across wetland fills purely for the purposes of equalizing surface

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water do not have to be buried, but must be of adequate size and/or number to ensure unrestricted transmission of water.

(6) Bankfull flows (or less) shall be accommodated through maintenance of the existing bankfull channel cross sectional area in no more than one culvert/pipe or culvert/pipe barrel. Additional culverts/pipes or barrels at such crossings shall be allowed only to receive flows exceeding the bankfull flow. A waiver from this condition may be requested in writing; this request must be specific as to the reason(s) for the request. The waiver will be issued if it can be demonstrated that it is not practicable to comply with this condition.



(7) Where adjacent floodplain is available, flows exceeding bankfull will be accommodated by installing culverts/pipes at the floodplain elevation. When multiple culverts/pipes are used, baseflow must be maintained at the appropriate width and depth by the construction of floodplain benches, sills, and/or construction methods to ensure that the overflow culvert(s)/pipe(s) is elevated above the baseflow culvert(s)/pipe(s).

(8) The width of the baseflow culvert/pipe shall be comparable to the width of the bankfull width of the stream channel. If the width of the baseflow culvert/pipe is wider than the stream channel, the culvert/pipe shall include baffles, benches and/or sills to maintain the width of the stream channel. A waiver from this condition may be requested in writing; this request must be specific as to the reason(s) for the request. The waiver will be issued if it can be demonstrated that it is not practicable or necessary to include baffles, benches or sills.

See the remaining special conditions for additional information about culverts/pipes in specific areas.

e. Discharges into waters of the U.S. designated by either the North Carolina Division of Marine Fisheries (NCDMF) or the North Carolina Wildlife Resources Commission (NCWRC) as anadromous fish spawning areas are prohibited during the period between February 15th and June 30th, without prior written approval from the Corps and the appropriate wildlife agencies (NCDMF, NCWRC, and/or the National Marine Fisheries Service (NMFS)). Discharges into waters of the U.S. designated by NCWRC as primary nursery areas in inland waters are prohibited during the period between February 15th and September 30th, without prior written approval from the Corps and the appropriate wildlife agencies. Discharges into waters of the U.S. designated by NCDMF as primary nursery areas shall be coordinated with NCDMF prior to being authorized by

this RGP. Coordination with NCDMF may result in a required construction moratorium during periods of significant biological productivity or critical life stages.

The prospective permittee should contact:

| | |
|--|---|
| NC Division of Marine Fisheries | North Carolina Wildlife Resources Commission |
| 3441 Arendell Street | Habitat Conservation Division |
| Morehead City, NC 28557 | 1721 Mail Service Center |
| Telephone 252-726-7021 | Raleigh, NC 27699-1721 |
| or 800-682-2632 | Telephone (919) 707-0220 |

f. This permit does not authorize the use of culverts in areas designated as anadromous fish spawning areas by the NCDMF or the NCWRC.

g. No in-water work shall be conducted in Waters of the U.S. designated as Atlantic sturgeon critical habitat during the periods between February 1st and 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 during the periods between February 1st and June 30th, and between August 1st to October 31st, without prior written approval from NMFS.

h. Before discharging dredged or fill material into waters of the U.S. in designated trout watersheds in North Carolina, the PCN will be sent to the NCWRC and the Corps concurrently. See <https://www.saw.usace.army.mil/Missions/Regulatory-Permit-Program/Agency-Coordination/Trout.aspx> for the designated trout watersheds. The PCN shall summarize alternatives to conducting work in waters of the U.S. in trout watersheds that were considered during the planning process and detail why alternatives were or were not selected. For proposals where (1) a bridge in a trout stream will be replaced with a culvert, or (2) a culvert will be placed in a trout stream, the PCN must also include a compensatory mitigation plan for all loss of stream bed, and details of any on-site evaluations that were conducted to determine that installation of a culvert will not adversely affect passage of fish or other aquatic biota at the project site. The evaluation information must include factors such as the proposed slope of the culvert and determinations of how the slope will be expected to allow or impede passage, the necessity of baffles and/or sills to ensure passage, design considerations to ensure that expected baseflow will be maintained for passage and that post-construction velocities will not prevent passage, site conditions that will or will not allow proper burial of the culvert, existing structures (e.g., perched culverts, waterfalls, etc.) and/or stream patterns up and downstream of the culvert site that could affect passage and bank stability, and any other considerations regarding passage. The level of detail for this information shall be based on site conditions (i.e., culverts on a slope over 3% will most likely require more information than culverts on a slope that is less than 1%, etc.). Also, in order to evaluate potential impacts, the prospective permittee will describe bedforms that will be impacted by the proposed culvert – e.g., pools, glides, riffles, etc. The NCWRC will respond to both the prospective permittee and the Corps.

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i. For all activities authorized by this RGP that involve the use of riprap material for bank stabilization, the following measures shall be applied:

(1) Where bank stabilization is conducted as part of an activity, natural design, bioengineering, and/or geoengineering methods that incorporate natural durable materials, native seed mixes, and native plants and shrubs are to be utilized, as appropriate to site conditions, to the maximum extent practicable.

(2) Filter cloth must be placed underneath the riprap as an additional requirement of its use in North Carolina waters; however, the prospective permittee may request a waiver from this requirement. The waiver request must be in writing. The Corps will only issue a waiver if the prospective permittee demonstrates that the impacts of complying with this requirement would result in greater adverse impacts to the aquatic environment. Note that filter fabric is not required if the riprap will be pushed or “keyed” into the bank of the waterbody.

(3) The placement of riprap shall be limited to the areas depicted on submitted work plan drawings.

(4) Riprap shall not be placed in a manner that prevents or impedes fish passage.

(5) Riprap shall be clean and free from loose dirt or any pollutant except in trace quantities that will not have an adverse environmental effect.

(6) Riprap shall be of a size sufficient to prevent its movement from the authorized alignment by natural forces under normal conditions.

(7) Riprap material shall consist of clean rock or masonry material such as, but not limited to, granite, marl, or broken concrete.

j. Discharges of dredged or fill material into waters of the U.S., including wetlands, must be minimized or avoided to the maximum extent practicable.

k. Generally, off-site detours are preferred to avoid and minimize impacts to the human and natural environment; however, if an off-site detour is considered impracticable, then an on-site detour may be considered as a necessary component of the actions authorized by this RGP. Impacts from the detour may be considered temporary and may not require compensatory mitigation if the impacted area is restored to pre-construction elevations and contours after construction is complete. The permittee shall also restore natural hydrology and stream corridors (if applicable), and reestablish native vegetation/riparian corridors. If the construction of a detour (on-site or off-site) includes standard undercutting methods, removal of all material and backfilling with suitable material is required. See special condition “s” for additional information.

l. All activities authorized by this RGP shall, to the maximum extent practicable, be

conducted "in the dry", with barriers installed between work areas and aquatic habitat to protect that habitat from sediment, concrete, and other pollutants. Where concrete is utilized, measures will be taken to prevent live or fresh concrete, including bags of uncured concrete, from coming into contact with waters of the U.S. until the concrete has set and cured. All water in the work area that has been in contact with concrete shall only be returned to waters of the U.S. when it no longer poses a threat to aquatic organisms (concrete is set and cured).

m. In cases where new alignment approaches are to be constructed and the existing approach fill in waters of the U.S. is to be abandoned and no longer maintained as a roadway, the abandoned fill shall be removed and the area will be restored to pre-construction elevations and contours. The permittee shall also restore natural hydrology and stream corridors (if applicable), and reestablish native vegetation/riparian corridors, to the extent practicable. This activity may qualify as compensatory mitigation credit for the project and will be assessed on a case-by-case basis in accordance with Special Conditions "q" and "r" in this document. Any proposed on-site wetland restoration area must be void of utility conflicts and/or utility maintenance areas. A restoration plan detailing this activity will be required with the submittal of the PCN.

n. To the maximum extent practicable, the pre-construction course, condition, capacity, and location of open waters must be maintained for each activity, including stream channelization and storm water management activities, except as provided below. The activity must be constructed to withstand expected high flows. The activity must not restrict or impede the passage of normal or high flows, unless the primary purpose of the activity is to impound water or manage high flows. The activity may alter the pre-construction course, condition, capacity, and location of open waters if it benefits the aquatic environment (e.g., stream restoration or relocation activities).

o. The project must be implemented and/or conducted so that all reasonable and practicable measures to ensure that equipment, structures, fill pads, and work associated with the project do not adversely affect upstream and/or downstream reaches. Adverse effects include, but are not limited to, channel instability, scour, flooding, and/or shoreline/streambank erosion. During construction, the permittee shall routinely monitor for these effects, cease all work if/when detected, take initial corrective measures to correct actively eroding areas, and notify the Corps immediately. Permanent corrective measures may require additional authorization from the Corps.

p. All PCNs will describe sedimentation and erosion control structures and measures proposed for placement in waters of the U.S. To the maximum extent practicable, structures and measures will be depicted on maps, surveys or drawings showing location and impacts to jurisdictional wetlands and streams. In addition, appropriate soil and erosion control measures must be established and maintained during construction. All fills, temporary and permanent, must be adequately stabilized at the earliest practicable date to prevent erosion of fill material into adjacent waters or wetlands.

* q. Compensatory mitigation will be required for permanent impacts resulting in a loss of waters of the U.S. due to culvert/pipe installation and other similar activities. Mitigation may be required for stream relocation projects (see Special Condition “r” below). When compensatory mitigation is required, the prospective permittee will attach a proposed mitigation plan to the PCN. Compensatory mitigation proposals will be written in accordance with currently approved Wilmington District guidance and Corps mitigation regulations, unless the purchase of mitigation credits from an approved mitigation bank or the North Carolina Division of Mitigation Services (NCDMS) is proposed to address all compensatory mitigation requirements. The Corps Project Manager will make the final determination concerning the appropriate amount and type of mitigation.

r. Stream Relocations (non-tidal only) - for the purposes of permitting, stream relocations are considered a loss of waters of the U.S. Depending on the condition and location of (1) the existing stream, and (2) the relocated channel, stream relocation(s) may provide a functional uplift. The Corps will determine if an uplift is possible based on the information submitted with the PCN. If the anticipated uplift(s) occurs, it may offset, either partially or fully, the loss associated with a stream relocation(s) - (i.e., due to the uplift, either no compensatory mitigation would be required for the stream relocation itself, or compensatory mitigation would be required at a reduced ratio).

Because the amount of potential uplift is dependent upon the condition (or quality) of the channel to be relocated, there is no pre-determined amount of uplift needed to satisfy the requirements for a successful relocation project. After performing the evaluation(s) noted in this document, the prospective permittee will propose a certain amount of uplift potential and the Corps project manager will make the final determination. Baseline conditions and subsequent monitoring must show that the relocated channel is providing/will provide aquatic function at, or above, the level provided by the baseline (pre-project) condition. If the required uplift is not achieved, the work will not be in compliance with this special condition of RGP 50 and remediation will be required through repair (and continued monitoring), or by the permittee providing compensatory mitigation (e.g., mitigation credit through an approved bank, mitigation credit through NCDMS, etc.).

Compensatory mitigation, in addition to the stream relocation activity, may be required if the Corps determines that (a) no uplift in stream function is achievable, (b) the proposed uplift in stream function is not sufficient, by itself, (c) the risks associated with achieving potential uplifts in stream function are excessive, and/or (d) the time period for achieving the potential uplifts/functional success is too great.

On-site compensatory mitigation is not the same as stream relocation. While stream relocation simply moves a stream to a nearby, geographically similar area, it does not generate mitigation credits. If NCDOT proposes to generate compensatory mitigation on a project site, NCDOT must submit a mitigation plan that complies with 33 CFR 332.4.

* **The prospective permittee is required to submit the following information for any proposed project that involves stream relocation, regardless of the size/length of the stream relocation** (note that 1-5 below only apply to stream relocations and not to compensatory mitigation):

- (1) A statement detailing why relocating the stream is unavoidable. In order to ensure that this action is separate from a compensatory mitigation project, the need for the fill must be related to road/interchange/intersection construction or improvement, and the project must meet the requirements set forth in the full descriptions/terms of “a” and “b” on pages 2 and 3 of this permit.
- (2) An evaluation of effects on the relocated stream and buffer from utilities, or potential for impact from utility placement in the future.
- (3) An evaluation of the baseline condition of the stream to be relocated. In order to demonstrate a potential uplift, the prospective permittee must provide the baseline (pre-impact) condition of the stream that is proposed for relocation. The prospective permittee will document the baseline condition of the stream by using the Corps’ (Wilmington District’s) current functional assessment method - e.g., the North Carolina Stream Assessment Method (NCSAM). The functional assessment must be used to identify specific areas where an uplift would reasonably be expected to occur, and also show important baseline functions that will remain after the relocation.
- (4) An evaluation of the potential uplifts to stream function for the relocated channel. The amount of detail required in the plan will be commensurate with the functional capacity of the original stream and proposed uplift(s). Low functional capacity will warrant less monitoring and less detail in the plan in order to ensure that the relocated channel provides the same, or better/increased, suite of aquatic functions as the existing channel.
- (5) A proposed monitoring plan for the relocated channel (and buffer, if applicable), will be prepared in accordance with current District guidance. The level of detail needed in the plan will be directly related to the quality of baseline functions and the anticipated uplift, therefore it is recommended that a pre-application discussion occur with the Corps Project Manager as early as possible. For example, if the risk for achieving the anticipated functional uplift is moderate or low, or if there is a low amount of proposed uplift, less information and monitoring will be required in the proposed relocation plan; similar to the requirements found in the "2003 Stream Mitigation Guidelines". If the risk for uplift is higher, or if there is a high amount of proposed uplift, additional monitoring and information will be required, trending toward the prescriptions found in the most recent Wilmington District Compensatory Mitigation Guidance – e.g., the 2016 Wilmington District Stream and Wetland Compensatory Mitigation Update. All monitoring will be for at least 5 years unless the Corps project manager determines that (a) a specific project requires less than 5 years due to site conditions or limited risk/uplift potential, and/or complexity (or simplicity) of the existing channel and/or the

relocation work, or (b) the Corps project manager determines (during the monitoring period) that the 5 years of monitoring may be reduced (or that no further monitoring is required) based on monitoring information received once the stream relocation has been completed.

s. Upon completion of any work authorized by this RGP, all temporary fills (to include culverts, pipes, causeways, etc.) will be completely removed from waters of the U.S. and the areas will be restored to pre-construction elevations and contours. The permittee shall also restore natural hydrology and stream corridors (if applicable), and reestablish native vegetation/riparian corridors. This work will be completed within 60 days of completion of project construction. If this timeframe occurs while a required moratorium of this permit is in effect, the temporary fill shall be removed in its entirety within 60 days of the moratorium end date. If vegetation cannot be planted due to the time of the year, all disturbed areas will be seeded with a native mix appropriate for the impacted area, and vegetation will be planted during the next appropriate time frame. A native seed mix may contain non-invasive small grain annuals (e.g. millet and rye grain) to ensure adequate cover while native vegetation becomes established. The PCN must include a restoration plan showing how all temporary fills and structures will be removed and how the area will be restored to pre-project elevations and contours.

t. Once the authorized work in waters of the U.S. is complete, the permittee shall sign and return the compliance certificate that is attached to the RGP verification letter.

u. The District Engineer will consider any comments from Federal and/or State agencies concerning the proposed activity's compliance with the terms and conditions of this RGP.

v. The Corps may place additional special conditions, limitations, or restrictions on any verification of the use of RGP 50 on a project-by-project basis.

2. General Conditions.

a. Except as authorized by this RGP or any Corps approved modification to this RGP, no excavation, fill or mechanized land-clearing activities shall take place within waters or wetlands, at any time during construction or maintenance of the project. This permit does not authorize temporary placement or double handling of excavated or fill material within waters or wetlands outside the permitted area. This prohibition applies to all borrow and fill activities connected with the project.

b. Authorization under this RGP does not obviate the need to obtain other federal, state, or local authorizations.

c. All work authorized by this RGP must comply with the terms and conditions of the applicable CWA Section 401 Water Quality Certification for this RGP issued by the North Carolina Division of Water Resources (NCDWR).

d. The permittee shall employ all sedimentation and erosion control measures necessary to prevent an increase in sedimentation or turbidity within waters and wetlands outside of the permit area. This shall include, but is not limited to, the immediate installation of silt fencing or similar appropriate devices around all areas subject to soil disturbance or the movement of earthen fill, and the immediate stabilization of all disturbed areas. Additionally, the project must remain in full compliance with all aspects of the Sedimentation Pollution Control Act of 1973 (North Carolina General Statutes Chapter 113A Article 4).

e. The activities authorized by this RGP must not interfere with the public's right to free navigation on all navigable waters of the U.S. No attempt will be made by the permittee to prevent the full and free use by the public of all navigable waters at, or adjacent to, the authorized work for a reason other than safety.

f. The permittee understands and agrees that if future operations by the U.S. require the removal, relocation, or other alteration, of the structure or work herein authorized, or if, in the opinion of the Secretary of the Army or his authorized representative, said structure or work shall cause unreasonable obstruction to the free navigation of the navigable waters, the permittee will be required, upon due notice from the Corps, to remove, relocate, or alter the structural work or obstructions caused thereby, without expense to the U.S. No claim shall be made against the U.S. on account of any such removal or alteration.

g. The permittee, upon receipt of a notice of revocation of this RGP for the verified individual activity, may apply for an individual permit, or will, without expense to the U.S. and in such time and manner as the Secretary of the Army or his/her authorized representative may direct, restore the affected water of the U.S. to its former conditions.

h. This RGP does not authorize any activity that would conflict with a federal project's congressionally authorized purposes, established limitations or restrictions, or limit an agency's ability to conduct necessary operation and maintenance functions. Per Section 14 of the Rivers and Harbors Act of 1899, as amended (33 U.S.C. 408), no project that has the potential to take possession of or make use of for any purpose, or build upon, alter, deface, destroy, move, injure, or obstruct a federally constructed work or project, including, but not limited to, levees, dams, jetties, navigation channels, borrow areas, dredged material disposal sites, flood control projects, etc., shall be permitted unless the project has been reviewed and approved by the appropriate Corps approval authority. Permittees shall not begin the activity authorized by this RGP until notified by the Corps that the activity may proceed.

i. The permittee shall obtain a Consent to Cross Government Easement from the appropriate Corps District's Land Use Coordinator prior to any crossing of a Corps easement and/or prior to commencing construction of any structures, authorized dredging, or other work within the right-of-way of, or in proximity to, a federally designated disposal area.

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j. The permittee will allow the Wilmington District Engineer or his/her representative to inspect the authorized activity at any time deemed necessary to ensure that the activity is being performed or maintained in strict accordance with the Special and General Conditions of this permit.

k. This RGP does not grant any property rights or exclusive privileges.

l. This RGP does not authorize any injury to the property or rights of others.

m. This RGP does not authorize the interference with any existing or proposed federal project.

n. In issuing this permit, the Federal Government does not assume any liability for the following:

(1) Damages to the permitted project or uses thereof as a result of other permitted or unpermitted activities or from natural causes.

(2) Damages to the permitted project or uses thereof as a result of current or future activities undertaken by or on behalf of the U.S. in the public interest.

(3) Damages to persons, property, or to other permitted or unpermitted activities or structures caused by the activity authorized by this permit.

(4) Design or construction deficiencies associated with the permitted work.

(5) Damage claims associated with any future modification, suspension, or revocation of this permit.

o. Authorization provided by this RGP may be modified, suspended or revoked in whole, or in part, if the Wilmington District Engineer, acting for the Secretary of the Army, determines that such action would be in the best public interest. The term of this RGP shall be five (5) years unless subject to modification, suspension, or revocation. Any modification, suspension, or revocation of this authorization will not be the basis for any claim for damages against the U.S. Government.

p. No activity may occur in a component of the National Wild and Scenic Rivers 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 designation or study status. 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, etc.).

q. Endangered Species.

(1) No activity is authorized under this RGP which is likely to directly or indirectly jeopardize the continued existence of a threatened or endangered species or a species proposed for such designation, as identified under the Federal Endangered Species Act (ESA), or which will directly or indirectly destroy or adversely modify the critical habitat of such species. No activity is authorized under this RGP which “may affect” a listed species or critical habitat, unless Section 7 consultation addressing the effects of the proposed activity has been completed.

(2) Federal agencies should follow their own procedures for complying with the requirements of the ESA. Federal prospective permittees (and when FHWA is the lead federal agency) must provide the District Engineer with the appropriate documentation to demonstrate compliance with those requirements. The District Engineer will review the documentation and determine whether it is sufficient to address ESA compliance for the RGP activity, or whether additional ESA consultation is necessary.

(3) Non-federal prospective permittees - for activities that might affect federally-listed endangered or threatened species or designated critical habitat, the PCN must include the name(s) of the endangered or threatened species that might be affected by the proposed work or that utilize the designated critical habitat that might be affected by the proposed work. The District Engineer will determine whether the proposed activity “may affect” or will have “no effect” to listed species and designated critical habitat. In cases where the non-federal prospective permittee has identified listed species or critical habitat that might be affected or is in the vicinity of the project, and has so notified the Corps, the prospective permittee shall not begin work until the Corps has provided notification that the proposed activities will have “no effect” on listed species or critical habitat, or until Section 7 consultation has been completed.

(4) As a result of formal or informal consultation with the U.S. Fish and Wildlife Service (USFWS) or NMFS, the District Engineer may add species-specific endangered species conditions to the RGP verification letter for a project.

(5) Authorization of an activity by a RGP does not authorize the “take” of a threatened or endangered species as defined under the ESA. In the absence of separate authorization (e.g., an ESA Section 10 Permit, a Biological Opinion with “incidental take” provisions, etc.) from the USFWS or the NMFS, the ESA prohibits any person subject to the jurisdiction of the U.S. to take a listed species, where "take" means to harass, harm, pursue, hunt, shoot, wound, kill, trap, capture, or collect, or to attempt to engage in any such conduct. The word “harm” in the definition of “take” means an act which actually kills or injures wildlife. Such an act may include significant habitat modification or degradation where it actually kills or injures wildlife by significantly impairing essential behavioral patterns, including breeding, feeding or sheltering.

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(6) Information on the location of threatened and endangered species and their critical habitat can be obtained directly from the offices of the USFWS in North Carolina at the addresses provided below, or from the USFWS and NMFS via their world wide web pages at <http://www.fws.gov/> or <http://www.fws.gov/ipac> and <http://www.noaa.gov/fisheries.html> respectively.

USFWS offices in North Carolina:

The Asheville USFWS Office covers all NC counties west of, and including, Anson, Stanly, Davidson, Forsyth and Stokes Counties.

US Fish and Wildlife Service
Asheville Field Office
160 Zillicoa Street
Asheville, NC 28801
Telephone: (828) 258-3939

The Raleigh USFWS Office covers all NC counties east of, and including, Richmond, Montgomery, Randolph, Guilford, and Rockingham Counties.

US Fish and Wildlife Service
Raleigh Field Office
Post Office Box 33726
Raleigh, NC 27636-3726
Telephone: (919) 856-4520

r. The Wilmington District, USFWS, NCDOT, and the FHWA have conducted programmatic Section 7(a)(2) consultation for a number of federally listed species and habitat, and programmatic consultation concerning other federally listed species and/or habitat 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 RGP 50 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 RGP 50. 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 RGP 50. If the terms and conditions of a specific PBO (or PBOs) apply to a project, the Corps will include this/these requirements in any RGP 50 verification that may be issued for a project. The USFWS is the appropriate authority to determine compliance with the terms and conditions of its PBO, and with the ESA.

s. Northern long-eared bat (NLEB) (*Myotis septentrionalis*). Standard Local Operating Procedures for Endangered Species (SLOPES) for the NLEB have been approved by the Corps and the U.S. Fish and Wildlife Service. See <http://www.saw.usace.army.mil/Missions/Regulatory-Permit-Program/Agency-Coordination/ESA/>. This SLOPES details how the Corps will make determinations of effect to the NLEB when the Corps is the lead federal agency for an NCDOT project that is located in the western 41 counties of North Carolina. This SLOPES does not address NCDOT projects (either federal or state funded) in the eastern 59 counties in North Carolina. Note that if another federal agency is the lead federal agency for a project in the western 41 counties, procedures for satisfying the requirements of Section 7(a)(2) of the ESA will be dictated by that agency and will not be applicable for consideration under the SLOPES; however, information that demonstrates the lead federal agency's (if other than the Corps) compliance with Section 7(a)(2) / 4(d) Rule for the NLEB, will be required in the PCN. Note that at the time of issuance of RGP 50, the federal listing status of the NLEB as "Threatened" is being litigated at the National level. If, as a result of litigation, the NLEB is federally listed as "Endangered", this general condition ("s") will no longer be applicable because the 4(d) Rule, and this NLEB SLOPES, will no longer apply/be valid.

t. For proposed activities the sixteen (16) counties listed below, prospective permittees must provide a copy of the PCN to the USFWS, 160 Zillicoa Street, Asheville, North Carolina 28801. This PCN must be sent concurrently to the USFWS and the Corps Project Manager for that specific county.

The 16 counties with tributaries that drain to designated critical habitat that require notification to the Asheville USFWS are: Avery, Cherokee, Forsyth, Graham, Haywood, Henderson, Jackson, Macon Mecklenburg, Mitchell, Stokes, Surry, Swain, Transylvania, Union and Yancey.

u. If the permittee discovers or observes any live, damaged, injured or dead individual of an endangered or threatened species during construction, the permittee shall immediately notify the Wilmington District Engineer so that required coordination can be initiated with the U.S. Fish and Wildlife Service and/or National Marine Fisheries Service.

v. Historic Properties.

(1) In cases where the District Engineer determines that the activity may have the potential to cause effects to properties listed, or eligible for listing, in the National Register of Historic Places (NRHP), the activity is not authorized, until the requirements of Section 106 of the National Historic Preservation Act (NHPA) have been satisfied.

(2) Federal prospective permittees (or when FHWA is the lead federal agency) should follow their own procedures for complying with the requirements of Section 106 of the NHPA. Federal prospective permittees must provide the District Engineer with the appropriate documentation to demonstrate compliance with those requirements; this includes copies of correspondence sent to all interested, federally recognized tribes and a summary statement about

tribal consultation efforts or, if the Corps enters into a Programmatic Agreement (PA) with the FHWA/NCDOT, documentation that the FHWA/NCDOT has complied with PA requirements. The District Engineer will review the documentation and determine whether it is sufficient to address Section 106 compliance for this RGP activity, or whether additional Section 106 consultation is necessary.

(3) Non-federal prospective permittees - the PCN must state which historic properties may be affected by the proposed work or include a vicinity map indicating the location of the historic properties or the potential for the presence of historic properties. Assistance regarding information on the location of or potential for the presence of historic resources can be sought from the State Historic Preservation Officer (SHPO) and/or Tribal Historic Preservation Officer (THPO), as appropriate, and the NRHP (see 33 CFR 330.4(g)). When reviewing PCNs, the District Engineer will comply with the current procedures for addressing the requirements of Section 106 of the NHPA. The District Engineer shall make a reasonable and good faith effort to carry out appropriate identification efforts, which may include background research, consultation, oral history interviews, sample field investigation, and field survey. Based on the information submitted and these efforts, the District Engineer shall determine whether the proposed activity has the potential to cause an effect on the historic properties.

(4) Section 106 consultation is not required when the Corps determines that the activity does not have the potential to cause effects on historic properties (see 36 CFR §800.3(a)).

(5) Section 110k of the NHPA (16 U.S.C. 470h-2(k)) prevents the Corps from granting a permit or other assistance to a prospective permittee who, with intent to avoid the requirements of Section 106 of the NHPA, has intentionally significantly adversely affected a historic property to which the permit will relate, or having legal power to prevent it, allowed such significant adverse effect to occur, unless the Corps, after consultation with the Advisory Council on Historic Preservation (ACHP), determines that circumstances justify granting such assistance despite the adverse effect created or permitted by the prospective permittee. 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 prospective permittee, 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.

w. If you discover any previously unknown historic or archeological remains while accomplishing the activity authorized by this general permit, you must immediately notify this office of what you have found. We will initiate the Federal and state coordination required to determine if the remains warrant a recovery effort or if the site is eligible for listing in the National Register of Historic Places.

x. Permittees are advised that development activities in or near a floodway may be subject to the National Flood Insurance Program that prohibits any development, including fill, within a floodway that results in any increase in base flood elevations. This general permit does not authorize any activity prohibited by the National Flood Insurance Program.

y. The permittee must install and maintain, at his/her expense, any signal lights and signals prescribed by the U.S. Coast Guard, through regulations or otherwise, on authorized facilities. For further information, the permittee should contact Coast Guard Sector North Carolina at (910) 772-2191 or email Coast Guard Fifth District at cgd5waterways@uscg.mil.

z. The permittee must maintain any structure or work authorized by this general permit in good condition and in conformance with the terms and conditions of this general permit. The permittee is not relieved of this requirement if the permittee abandons the structure or work. Transfer in fee simple of the work authorized by this general permit will automatically transfer this general permit to the property's new owner, with all of the rights and responsibilities enumerated herein. The permittee must inform any subsequent owner of all activities undertaken under the authority of this general permit and provide the subsequent owner with a copy of the terms and conditions of this general permit.

aa. At his or her sole discretion, any time during the processing cycle, the Wilmington District Engineer may determine that this general permit will not be applicable to a specific proposal. In such case, the procedures for processing an individual permit in accordance with 33 CFR 325 will be available.

bb. Except as authorized by this general permit or any Corps approved modification to this general permit, all fill material placed in waters or wetlands shall be generated from an upland source and will be clean and free of any pollutants except in trace quantities. Metal products, organic materials (including debris from land clearing activities), or unsightly debris will not be used.

cc. Except as authorized by this general permit or any Corps approved modification to this general permit, all excavated material will be disposed of in approved upland disposal areas.

dd. Activities which have commenced (i.e., are under construction) or are under contract to commence in reliance upon this general permit will remain authorized provided the activity is completed within twelve months of the date of the general permit's expiration, modification, or revocation. Activities completed under the authorization of this general permit that were in effect at the time the activity was completed continue to be authorized by the general permit.

ee. The permittee is responsible for obtaining any “take” permits required under the USFWS’s regulations governing compliance with the Migratory Bird Treaty Act or the Bald and Golden Eagle Protection Act. The permittee should contact the appropriate local office of the USFWS to determine if such “take” permits are required for a particular activity.

ff. The activity must comply with applicable FEMA approved state or local floodplain management requirements.

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

hh. Unless authorization to fill those specific wetlands or mudflats has been issued by the Corps, heavy equipment working in wetlands or mudflats must be placed on mats, or other measures must be taken to minimize soil disturbance.

ii. This RGP will not be applicable to proposed construction when the Wilmington District Engineer determines that the proposed activity will significantly affect the quality of the human environment and determines that an EIS must be prepared.

BY AUTHORITY OF THE SECRETARY OF THE ARMY:

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Robert J. Clark
Colonel, U. S. Army
District Commander

ROY COOPER
Governor

JOHN NICHOLSON
Interim Secretary

S. DANIEL SMITH
Director



June 10, 2021

DWR # 20201510
Brunswick County

Mr. Philip S. Harris, III, P.E., CPM
Natural Environment Section Head
Project Development and Environmental Analysis
North Carolina Department of Transportation
1598 Mail Service Center
Raleigh, North Carolina, 27699-1598

**Subject: APPROVAL OF 401 WATER QUALITY CERTIFICATION WITH ADDITIONAL CONDITIONS
NCDOT TIP # B-5624 Bridge No. 57, Brunswick County**

Dear Mr. Harris:

You have our approval for the impacts listed below for the purpose described in your application received by the Division of Water Resources (Division) April 21, 2021. These impacts are covered by the Water Quality General Certification Number 4135 and the conditions listed below. This certification is associated with the use of Regional General Permit Number 201902350 once it is issued to you by the U.S. Army Corps of Engineers. Please note that you should get any other federal, state or local permits before proceeding with your project, including those required by (but not limited to) Sediment and Erosion Control, Non-Discharge, and Water Supply Watershed regulations.

The Division has determined that the proposed project will comply with water quality requirements provided that you adhere to the conditions listed in the enclosed certification and to the additional conditions itemized below.

The following proposed impacts are hereby approved. No other impacts are approved, including incidental impacts. [15A NCAC 02H .0506(b)]



Wetland Impacts (Riverine Swamp Forest) in the Lumber River Basin

| Site | Fill (ac) | Fill (temporary) (ac) | Excavation (ac) | Mechanized Clearing (ac) | *Hand Clearing (ac) | Total Wetland Impact (ac) |
|-------------------------------|--------------|-----------------------|-----------------|--------------------------|---------------------|---------------------------|
| Site 1 12+87 to 14+14 LDET-RT | | | 0.021 | 0.034 | | 0.055 |
| Site 2 17+04 to 17+89 L | 0.001 | | | 0.003 | | 0.004 |
| Site 3 17+34 to 23+96 LDET-RT | 0.107 | 0.267 | | | 0.079 | 0.453 |
| Site 4 11+95 to 17+04 L-LT | 0.083 | | | 0.057 | | 0.140 |
| Site 5 17+89 to 22+76 L-LT | 0.038 | | | 0.047 | | 0.085 |
| Total | 0.229 | 0.267 | 0.021 | 0.141 | 0.079 | 0.737* |

Total Wetland Impact for Site: 0.737 acres.

*Hand Clearing impacts do not count towards permanent impacts

Stream Impacts in the Lumber 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) |
|-------------------------------|---|---|--|--|---------------------------------|---|
| Site 2 16+72 to 18+02 LDET-RT | | | 25 | 31 | 56 | |
| Site 2 17+88 to 17+98-LDET-RT | | | 43 | | 43 | |
| Site 2 17+04 to 17+89 L | | | | 85 | 85 | |
| Total | | | 68 | 116 | 184 | |

Total Stream Impact for Project: 184 linear feet.

Open Water (Ponds/Lakes/Rivers/Sound/Ocean/etc) Impacts in the Lumber River Basin

| Site | Permanent Fill in Open Waters (ac) | Temporary Fill in Open Waters (ac) | Total Fill in Open Waters (ac) |
|-------------------------------|------------------------------------|------------------------------------|--------------------------------|
| Site 1 12+87 to 14+14 LDET-RT | 0.177 | 0.007 | 0.184 |
| Site 2 17+04 to 17+89 L | 0.003 | | 0.003 |
| Site 4 11+95 to 17+04 L-LT | 0.001 | | 0.001 |
| Total | 0.181 | 0.007 | 0.188 |

Total Open Water Impact for Project: 0.188 acres.

This approval is for the purpose and design described in your application. The plans and specifications for this project are incorporated by reference as part of this Certification. If you change your project, you must notify the Division and you may be required to submit a new application package with the appropriate fee. If the property is sold, the new owner must be given a copy of this Certification and is responsible for complying with all conditions. [15A NCAC 02H .0507(d)(2)].

If you are unable to comply with any of the conditions of the attached Water Quality General Certification or with the additional conditions itemized below, you must notify the Wilmington Regional Office within 24 hours (or the next business day if a weekend or holiday) from the time the permittee becomes aware of the circumstances.

The permittee shall report to the Wilmington Regional Office any noncompliance with, and/or any violation of, stream or wetland standards [15A NCAC 02B .0200] including but not limited to sediment impacts to streams or wetlands. Information shall be provided orally within 24 hours (or the next business day if a weekend or holiday) from the time the permittee became aware of the non-compliance circumstances.

Additional Conditions:

1. The NCDOT Division Environmental Supervisor or Environmental Assistant will conduct a pre-construction meeting with all appropriate staff to ensure that the project supervisor and essential staff understand the potential issues at the permitted site. NCDWR staff shall be invited to the pre-construction meeting. [15A NCAC 02H.0506(b)(2) and (b)(3)]
2. 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)]
3. 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)]
4. Bridge piles and bents shall be constructed using driven piles (hammer or vibratory) or drilled shaft construction methods. More specifically, jetting or other methods of pile driving are prohibited without prior written approval from the NCDWR first. [15A NCAC 02H.0506(b)(2)]
5. 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)]
6. A turbidity curtain will be installed in the stream if driving or drilling activities occur within the stream channel, on the stream bank, or within 5 feet of the top of bank. This condition can be waived with prior approval from the NCDWR. [15A NCAC 02H .0506(b)(3)]
7. All bridge construction shall be performed from the existing bridge, temporary work bridges, temporary causeways, or floating or sunken barges. If work conditions require barges, they shall be floated into position and then sunk. The barges shall not be sunk and then dragged into position. Under no circumstances should barges be dragged along the bottom of the surface water. [15A NCAC 02H .0506(b)(3)]

General Conditions

8. 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)]
9. 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]
10. 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)]
11. 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)]
12. 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)]
- * 13. 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)]
14. 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)]
15. 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)]
16. 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)]

17. 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)]
18. Discharging hydroseed mixtures and washing out hydroseeders and other equipment in or adjacent to surface waters is prohibited. [15A NCAC 02H.0506(b)(3)]
19. All sediment and erosion control devices shall be removed and the natural grade restored within two (2) months of the date that the Division of Energy, Mining and Land Resources (DEMLR) or locally delegated program has released the specific area within the project. [15A NCAC 02H.0506(b)(3) and (c)(3)]
20. 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]
21. 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)]
22. 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)]
23. The outside buffer, wetland or water boundary located within the construction corridor approved by this authorization, including all non-commercial borrow and waste sites associated with the project, 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]
24. 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.
25. 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)]
- * 26. 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)]

27. 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.0231(a)(6)]
28. 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)]
29. 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.
30. Sediment and erosion control measures shall not be placed in wetlands or surface waters, or within 5 feet of the top of bank, without prior approval from DWR. [15A NCAC 02H.0506(b)(3) and (c)(3)]

This approval and its conditions are final and binding unless contested. [G.S. 143-215.5]

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.

One (1) copy of the Petition must also be served to the North Carolina Department of Environmental Quality:

William F. Lane, General Counsel
Department of Environmental Quality

DocuSign Envelope ID: 52283D3F-D8C4-4FCD-81D7-EF2F1B143777

NCDOT
DWR# 20201510
401 Certification
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1601 Mail Service Center
Raleigh, NC 27699-1601

This letter completes the review of the Division under section 401 of the Clean Water Act and 15A NCAC 02H .0500. Please contact Robert Patterson at 919-707-3880 or Robert.Patterson@ncdenr.gov if you have any questions or concerns.

Sincerely,

DocuSigned by:

9C9886312DCCD474...
S. Daniel Smith, Director
Division of Water Resources

cc: Brad Shaver, USACE Wilmington Regulatory Field Office
Mason Herndon, NCDOT Division 3 Environmental Program Supervisor
Gordon Cashin, NC Department of Transportation
Chris Rivenbark, NC Department of Transportation
File Copy

STATE OF NORTH CAROLINA
DEPARTMENT OF ENVIRONMENTAL QUALITY
DIVISION OF WATER RESOURCES

WATER QUALITY GENERAL CERTIFICATION NO. 4135

GENERAL CERTIFICATION FOR PROJECTS ELIGIBLE FOR US ARMY CORPS OF ENGINEERS

- **NATIONWIDE PERMIT NUMBER 14 (LINEAR TRANSPORTATION PROJECTS), AND**
- **REGIONAL GENERAL PERMIT 198200031 (NCDOT BRIDGES, WIDENING PROJECTS, INTERCHANGE IMPROVEMENTS)**

Water Quality Certification Number 4135 is issued in conformity with the requirements of Section 401, Public Laws 92-500 and 95-217 of the United States and subject to the North Carolina Regulations in 15A NCAC 02H .0500 and 15A NCAC 02B .0200 for the discharge of fill material to surface waters and wetland areas as described in 33 CFR 330 Appendix A (B) (14) of the US Army Corps of Engineers regulations and Regional General Permit 198200031.

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

Effective date: December 1, 2017

Signed this day: December 1, 2017

By

A handwritten signature in black ink, appearing to read 'Linda Culpepper', is written over a solid horizontal line.

for Linda Culpepper
Interim Director

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Activities meeting any one (1) of the following thresholds or circumstances require written approval for a 401 Water Quality Certification from the Division of Water Resources (DWR):

- a) If any of the conditions of this Certification (listed below) cannot be met; or
- b) Any temporary or permanent impacts to wetlands, open waters and/or streams, except for construction of a driveway to a single family residential lot that is determined to not be part of a larger common plan of development, as long as the driveway involves a travel lane of less than 25 feet and total stream impacts of less than 60 feet, including any topographic/slope stabilization or in-stream stabilization needed for the crossing; or
- c) Any stream relocation or stream restoration; or
- d) Any high-density project, as defined in 15A NCAC 02H .1003(2)(a) and by the density thresholds specified in 15A NCAC 02H .1017, which:
 - i. Disturbs one acre or more of land (including a project that disturbs less than one acre of land that is part of a larger common plan of development or sale); and
 - ii. Has permanent wetland, stream or open water impacts; and
 - iii. Is proposing new built-upon area; and
 - iv. Does not have a stormwater management plan reviewed and approved under a state stormwater program¹ or a state-approved local government stormwater program².

Projects that have vested rights, exemptions, or grandfathering from state or locally-implemented stormwater programs and projects that satisfy state or locally-implemented stormwater programs through use of community in-lieu programs **require written approval**; or

- e) Any permanent impacts to waters, or to wetlands adjacent to waters, designated as: ORW (including SAV), HQW (including PNA), SA, WS-I, WS-II, or North Carolina or National Wild and Scenic River.
- f) Any permanent impacts to waters, or to wetlands adjacent to waters, designated as Trout except for driveway projects that are below threshold (b) above provided that:
 - i. The impacts are not adjacent to any existing structures
 - ii. All conditions of this General Certification can be met, including adherence to any moratoriums as stated in Condition #10; and
 - iii. A *Notification of Work in Trout Watersheds Form* is submitted to the Division at least 60 days prior to commencement of work; or
- g) Any permanent impacts to coastal wetlands [15A NCAC 07H .0205], or Unique Wetlands (UWL); or
- h) Any impact associated with a Notice of Violation or an enforcement action for violation(s) of NC Wetland Rules (15A NCAC 02H .0500), NC Isolated Wetland Rules (15A NCAC 02H .1300), NC Surface Water or Wetland Standards (15A NCAC 02B .0200), or State Regulated Riparian Buffer Rules (15A NCAC 02B .0200); or

¹ e.g. Coastal Counties, HQW, ORW, or state-implemented Phase II NPDES

² e.g. Delegated Phase II NPDES, Water Supply Watershed, Nutrient-Sensitive Waters, or Universal Stormwater Management Program

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- * i) Any impacts to subject water bodies and/or state regulated riparian buffers along subject water bodies in the Neuse, Tar-Pamlico, or Catawba River Basins or in the Randleman Lake, Jordan Lake or Goose Creek Watersheds (or any other basin or watershed with State Regulated Riparian Area Protection Rules [Buffer Rules] in effect at the time of application) *unless*:
 - i. The activities are listed as “EXEMPT” from these rules; or
 - ii. A Buffer Authorization Certificate is issued by the NC Division of Coastal Management (DCM); or
 - iii. A Buffer Authorization Certificate or a Minor Variance is issued by a delegated or designated local government implementing a state riparian buffer program pursuant to 143-215.23

Activities included in this General Certification that do not meet one of the thresholds listed above do not require written approval.

I. ACTIVITY SPECIFIC CONDITIONS:

- * 1. If this Water Quality Certification is used to access residential, commercial or industrial building sites, then all parcels owned by the applicant that are part of the single and complete project authorized by this Certification must be buildable without additional impacts to streams or wetlands. If required in writing by DWR, the applicant shall provide evidence that the parcels are buildable without requiring additional impacts to wetlands, waters, or state regulated riparian buffers. [15A NCAC 02H .0506(b)(4) and (c)(4)]
- 2. For road and driveway construction purposes, this Certification shall only be utilized from natural high ground to natural high ground. [15A NCAC 02H .0506(b)(2) and (c)(2)]
- * 3. Deed notifications or similar mechanisms shall be placed on all lots with retained jurisdictional wetlands, waters, and state regulated riparian buffers within the project boundaries in order to assure compliance with NC Wetland Rules (15A NCAC 02H .0500), NC Isolated Wetland Rules (15A NCAC 02H .1300), and/or State Regulated Riparian Buffer Rules (15A NCAC 02B .0200). These mechanisms shall be put in place at the time of recording of the property or individual parcels, whichever is appropriate. [15A NCAC 02H .0506(b)(4) and (c)(4)]
- 4. For the North Carolina Department of Transportation, compliance with the NCDOT’s individual NPDES permit NCS000250 shall serve to satisfy this condition. All other high-density projects that trigger threshold item (d) above shall comply with one of the following requirements: [15A NCAC 02H .0506(b)(5) and (c)(5)]

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- a. Provide a completed Stormwater Management Plan (SMP) for review and approval, including all appropriate stormwater control measure (SCM) supplemental forms and associated items, that complies with the high-density development requirements of 15A NCAC 02H .1003. Stormwater management shall be provided throughout the entire project area in accordance with 15A NCAC 02H .1003. For the purposes of 15A NCAC 02H .1003(2)(a), density thresholds shall be determined in accordance with 15A NCAC 02H .1017.
- b. Provide documentation (including calculations, photos, etc.) that the project will not cause degradation of downstream surface waters. Documentation shall include a detailed analysis of the hydrological impacts from stormwater runoff when considering the volume and velocity of stormwater runoff from the project built upon area and the size and existing condition of the receiving stream(s).

Exceptions to this condition require application to and written approval from DWR.

II. GENERAL CONDITIONS:

- * 1. When written authorization is required, the plans and specifications for the project are incorporated into the authorization by reference and are an enforceable part of the Certification. Any modifications to the project require notification to DWR and may require an application submittal to DWR with the appropriate fee. [15A NCAC 02H .0501 and .0502]
2. No waste, spoil, solids, or fill of any kind shall occur in wetlands or waters beyond the footprint of the impacts (including temporary impacts) as authorized in the written approval from DWR; or beyond the thresholds established for use of this Certification without written authorization. [15A NCAC 02H .0501 and .0502]

No removal of vegetation or other impacts of any kind shall occur to state regulated riparian buffers beyond the footprint of impacts approved in a Buffer Authorization or Variance or as listed as an exempt activity in the applicable riparian buffer rules. [15A NCAC 02B .0200]

- * 3. In accordance with 15A NCAC 02H .0506(h) and Session Law 2017-10, compensatory mitigation may be required for losses of greater than 300 linear feet of perennial streams and/or greater than one (1) acre of wetlands. Impacts associated with the removal of a dam shall not require mitigation when the removal complies with the requirements of Part 3 of Article 21 in Chapter 143 of the North Carolina General Statutes. Impacts to isolated and other non-404 jurisdictional wetlands shall not be combined with 404 jurisdictional wetlands for the purpose of determining when impact thresholds trigger a mitigation requirement. For linear publicly owned and maintained transportation projects that are not determined to be part of a larger common plan of development by the US Army Corps of Engineers, compensatory mitigation may be required for losses of greater than 300 linear feet per perennial stream.

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Compensatory stream and/or wetland mitigation shall be proposed and completed in compliance with G.S. 143-214.11. For applicants proposing to conduct mitigation within a project site, a complete mitigation proposal developed in accordance with the most recent guidance issued by the US Army Corps of Engineers Wilmington District shall be submitted for review and approval with the application for impacts.

4. All activities shall be in compliance with any applicable State Regulated Riparian Buffer Rules in Chapter 2 of Title 15A.
5. When applicable, all construction activities shall be performed and maintained in full compliance with G.S. Chapter 113A Article 4 (Sediment and Pollution Control Act of 1973). Regardless of applicability of the Sediment and Pollution Control Act, all projects shall incorporate appropriate Best Management Practices for the control of sediment and erosion so that no violations of state water quality standards, statutes, or rules occur. [15A NCAC 02H .0506(b)(3) and (c)(3) and 15A NCAC 02B .0200]

Design, installation, operation, and maintenance of all sediment and erosion control measures shall be equal to or exceed the requirements specified in the most recent version of the *North Carolina Sediment and Erosion Control Manual*, or for linear transportation projects, the *NCDOT Sediment and Erosion Control Manual*.

All devices shall be maintained on all construction sites, borrow sites, and waste pile (spoil) sites, including contractor-owned or leased borrow pits associated with the project. Sufficient materials required for stabilization and/or repair of erosion control measures and stormwater routing and treatment shall be on site at all times.

For borrow pit sites, the erosion and sediment control measures shall be designed, installed, operated, and maintained in accordance with the most recent version of the *North Carolina Surface Mining Manual*. Reclamation measures and implementation shall comply with the reclamation in accordance with the requirements of the Sedimentation Pollution Control Act and the Mining Act of 1971.

If the project occurs in waters or watersheds classified as Primary Nursery Areas (PNAs), SA, WS-I, WS-II, High Quality Waters (HQW), or Outstanding Resource Waters (ORW), then the sedimentation and erosion control designs shall comply with the requirements set forth in 15A NCAC 04B .0124, *Design Standards in Sensitive Watersheds*.

6. Sediment and erosion control measures shall not be placed in wetlands or waters except within the footprint of temporary or permanent impacts authorized under this Certification. Exceptions to this condition require application to and written approval from DWR. [15A NCAC 02H .0501 and .0502]
7. Erosion control matting that incorporates plastic mesh and/or plastic twine shall not be used along streambanks or within wetlands. Exceptions to this condition require application to and written approval from DWR. [15A NCAC 02B .0201]

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8. An NPDES Construction Stormwater Permit (NCG010000) is required for construction projects that disturb one (1) or more acres of land. The NCG010000 Permit allows stormwater to be discharged during land disturbing construction activities as stipulated in the conditions of the permit. If the project is covered by this permit, full compliance with permit conditions including the erosion & sedimentation control plan, inspections and maintenance, self-monitoring, record keeping and reporting requirements is required. [15A NCAC 02H .0506(b)(5) and (c)(5)]

The North Carolina Department of Transportation (NCDOT) shall be required to be in full compliance with the conditions related to construction activities within the most recent version of their individual NPDES (NCS000250) stormwater permit. [15A NCAC 02H .0506(b)(5) and (c)(5)]

9. All work in or adjacent to streams shall be conducted so that the flowing stream does not come in contact with the disturbed area. Approved best management practices from the most current version of the *NC Sediment and Erosion Control Manual*, or the *NC DOT Construction and Maintenance Activities Manual*, such as sandbags, rock berms, cofferdams, and other diversion structures shall be used to minimize excavation in flowing water. Exceptions to this condition require application to and written approval from DWR. [15A NCAC 02H .0506(b)(3) and (c)(3)]

10. If activities must occur during periods of high biological activity (e.g. sea turtle nesting, fish spawning, or bird nesting), then biological monitoring may be required at the request of other state or federal agencies and coordinated with these activities. [15A NCAC 02H .0506(b)(2) and 15A NCAC 04B .0125]

All moratoriums on construction activities established by the NC Wildlife Resources Commission (WRC), US Fish and Wildlife Service (USFWS), NC Division of Marine Fisheries (DMF), or National Marine Fisheries Service (NMFS) shall be implemented. Exceptions to this condition require written approval by the resource agency responsible for the given moratorium. A copy of the approval from the resource agency shall be forwarded to DWR.

Work within a designated trout watershed of North Carolina (as identified by the Wilmington District of the US Army Corps of Engineers), or identified state or federal endangered or threatened species habitat, shall be coordinated with the appropriate WRC, USFWS, NMFS, and/or DMF personnel.

11. Culverts shall be designed and installed in such a manner that the original stream profiles are not altered and allow for aquatic life movement during low flows. The dimension, pattern, and profile of the stream above and below a pipe or culvert shall not be modified by widening the stream channel or by reducing the depth of the stream in connection with the construction activity. The width, height, and gradient of a proposed culvert shall be such as to pass the average historical low flow and spring flow without adversely altering flow velocity. [15A NCAC 02H .0506(b)(2) and (c)(2)]

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Placement of culverts and other structures in streams shall be below the elevation of the streambed by one foot for all culverts with a diameter greater than 48 inches, and 20% of the culvert diameter for culverts having a diameter less than or equal to 48 inches, to allow low flow passage of water and aquatic life.

If multiple pipes or barrels are required, they shall be designed to mimic the existing stream cross section as closely as possible including pipes or barrels at flood plain elevation and/or sills where appropriate. Widening the stream channel shall be avoided.

When topographic constraints indicate culvert slopes of greater than 5%, culvert burial is not required, provided that all alternative options for flattening the slope have been investigated and aquatic life movement/connectivity has been provided when possible (e.g. rock ladders, cross vanes, etc.). Notification, including supporting documentation to include a location map of the culvert, culvert profile drawings, and slope calculations, shall be provided to DWR 60 calendar days prior to the installation of the culvert.

When bedrock is present in culvert locations, culvert burial is not required provided that there is sufficient documentation of the presence of bedrock. Notification, including supporting documentation such as, a location map of the culvert, geotechnical reports, photographs, etc. shall be provided to DWR a minimum of 60 calendar days prior to the installation of the culvert. If bedrock is discovered during construction, then DWR shall be notified by phone or email within 24 hours of discovery.

If other site-specific topographic constraints preclude the ability to bury the culverts as described above and/or it can be demonstrated that burying the culvert would result in destabilization of the channel, then exceptions to this condition require application to and written approval from DWR.

Installation of culverts in wetlands shall ensure continuity of water movement and be designed to adequately accommodate high water or flood conditions. When roadways, causeways, or other fill projects are constructed across FEMA-designated floodways or wetlands, openings such as culverts or bridges shall be provided to maintain the natural hydrology of the system as well as prevent constriction of the floodway that may result in destabilization of streams or wetlands.

The establishment of native woody vegetation and other soft stream bank stabilization techniques shall be used where practicable instead of rip-rap or other bank hardening methods.

12. Bridge deck drains shall not discharge directly into the stream. Stormwater shall be directed across the bridge and pre-treated through site-appropriate means to the maximum extent practicable (e.g. grassed swales, pre-formed scour holes, vegetated buffers, etc.) before entering the stream. Exceptions to this condition require application to and written approval from DWR. [15A NCAC 02H .0506(b)(5)]

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13. Application of fertilizer to establish planted/seeded vegetation within disturbed riparian areas and/or wetlands shall be conducted at agronomic rates and shall comply with all other Federal, State and Local regulations. Fertilizer application shall be accomplished in a manner that minimizes the risk of contact between the fertilizer and surface waters. [15A NCAC 02B .0200 and 15A NCAC 02B .0231]
14. If concrete is used during construction, then all necessary measures shall be taken to prevent direct contact between uncured or curing concrete and waters of the state. Water that inadvertently contacts uncured concrete shall not be discharged to waters of the state. [15A NCAC 02B .0200]
15. All proposed and approved temporary fill and culverts shall be removed and the impacted area shall be returned to natural conditions within 60 calendar days after the temporary impact is no longer necessary. The impacted areas shall be restored to original grade, including each stream's original cross sectional dimensions, planform pattern, and longitudinal bed profile. For projects that receive written approval, no temporary impacts are allowed beyond those included in the application and authorization. All temporarily impacted sites shall be restored and stabilized with native vegetation. [15A NCAC 02H .0506(b)(2) and (c)(2)]
16. All proposed and approved temporary pipes/culverts/rip-rap pads etc. in streams shall be installed as outlined in the most recent edition of the *North Carolina Sediment and Erosion Control Planning and Design Manual* or the *North Carolina Surface Mining Manual* or the *North Carolina Department of Transportation Best Management Practices for Construction and Maintenance Activities* so as not to restrict stream flow or cause dis-equilibrium during use of this Certification. [15A NCAC 02H .0506(b)(2) and (c)(2)]
17. Any rip-rap required for proper culvert placement, stream stabilization, or restoration of temporarily disturbed areas shall be restricted to the area directly impacted by the approved construction activity. All rip-rap shall be placed such that the original stream elevation and streambank contours are restored and maintained. Placement of rip-rap or other approved materials shall not result in de-stabilization of the stream bed or banks upstream or downstream of the area or in a manner that precludes aquatic life passage. [15A NCAC 02H .0506(b)(2)]
18. Any rip-rap used for stream or shoreline stabilization shall be of a size and density to prevent movement by wave, current action, or stream flows and shall consist of clean rock or masonry material free of debris or toxic pollutants. Rip-rap shall not be installed in the streambed except in specific areas required for velocity control and to ensure structural integrity of bank stabilization measures. [15A NCAC 02H .0506(b)(2)]
19. Applications for rip-rap groins proposed in accordance with 15A NCAC 07H .1401 (NC Division of Coastal Management General Permit for construction of Wooden and Rip-rap Groins in Estuarine and Public Trust Waters) shall meet all the specific conditions for design and construction specified in 15A NCAC 07H .1405.

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20. All mechanized equipment operated near surface waters shall be inspected and maintained regularly to prevent contamination of surface waters from fuels, lubricants, hydraulic fluids, or other toxic materials. Construction shall be staged in order to minimize the exposure of equipment to surface waters to the maximum extent practicable. Fueling, lubrication and general equipment maintenance shall be performed in a manner to prevent, to the maximum extent practicable, contamination of surface waters by fuels and oils. [15A NCAC 02H .0506(b)(3) and (c)(3) and 15A NCAC 02B .0211 (12)]
21. Heavy equipment working in wetlands shall be placed on mats or other measures shall be taken to minimize soil disturbance. [15A NCAC 02H .0506(b)(3) and (c)(3)]
22. In accordance with 143-215.85(b), the applicant shall report any petroleum spill of 25 gallons or more; any spill regardless of amount that causes a sheen on surface waters; any petroleum spill regardless of amount occurring within 100 feet of surface waters; and any petroleum spill less than 25 gallons that cannot be cleaned up within 24 hours.
- * 23. If an environmental document is required under the State Environmental Policy Act (SEPA), then this General Certification is not valid until a Finding of No Significant Impact (FONSI) or Record of Decision (ROD) is issued by the State Clearinghouse. If an environmental document is required under the National Environmental Policy Act (NEPA), then this General Certification is not valid until a Categorical Exclusion, the Final Environmental Assessment, or Final Environmental Impact Statement is published by the lead agency. [15A NCAC 01C .0107(a)]
24. This General Certification does not relieve the applicant of the responsibility to obtain all other required Federal, State, or Local approvals before proceeding with the project, including those required by, but not limited to, Sediment and Erosion Control, Non-Discharge, Water Supply Watershed, and Trout Buffer regulations.
25. The applicant and their authorized agents shall conduct all activities in a manner consistent with State water quality standards (including any requirements resulting from compliance with §303(d) of the Clean Water Act), and any other appropriate requirements of State and Federal Law. If DWR determines that such standards or laws are not being met, including failure to sustain a designated or achieved use, or that State or Federal law is being violated, or that further conditions are necessary to assure compliance, then DWR may revoke or modify a written authorization associated with this General Water Quality Certification. [15A NCAC 02H .0507(d)]
26. The permittee shall require its contractors and/or agents to comply with the terms and conditions of this permit in the construction and maintenance of this project, and shall provide each of its contractors and/or agents associated with the construction or maintenance of this project with a copy of this Certification. A copy of this Certification, including all conditions shall be available at the project site during the construction and maintenance of this project. [15A NCAC 02H .0507 (c) and 15A NCAC 02H .0506 (b)(2) and (c)(2)]

GC4135

- * 27. When written authorization is required for use of this Certification, upon completion of all permitted impacts included within the approval and any subsequent modifications, the applicant shall be required to return a certificate of completion (available on the DWR website <https://edocs.deq.nc.gov/Forms/Certificate-of-Completion>). [15A NCAC 02H .0502(f)]
- 28. Additional site-specific conditions, including monitoring and/or modeling requirements, may be added to the written approval letter for projects proposed under this Water Quality Certification in order to ensure compliance with all applicable water quality and effluent standards. [15A NCAC 02H .0507(c)]
- 29. If the property or project is sold or transferred, the new permittee shall be given a copy of this Certification (and written authorization if applicable) and is responsible for complying with all conditions. [15A NCAC 02H .0501 and .0502]

III. GENERAL CERTIFICATION ADMINISTRATION:

- * 1. In accordance with North Carolina General Statute 143-215.3D(e), written approval for a 401 Water Quality General Certification must include the appropriate fee. An applicant for a CAMA permit under Article 7 of Chapter 113A of the General Statutes for which a Water Quality Certification is required shall only make one payment to satisfy both agencies; the fee shall be as established by the Secretary in accordance with 143-215.3D(e)(7).
- 2. This Certification neither grants nor affirms any property right, license, or privilege in any waters, or any right of use in any waters. This Certification does not authorize any person to interfere with the riparian rights, littoral rights, or water use rights of any other person and this Certification does not create any prescriptive right or any right of priority regarding any usage of water. This Certification shall not be interposed as a defense in any action respecting the determination of riparian or littoral rights or other rights to water use. No consumptive user is deemed by virtue of this Certification to possess any prescriptive or other right of priority with respect to any other consumptive user regardless of the quantity of the withdrawal or the date on which the withdrawal was initiated or expanded.
- 3. This Certification grants permission to the Director, an authorized representative of the Director, or DWR staff, upon the presentation of proper credentials, to enter the property during normal business hours. [15A NCAC 02H .0502(e)]
- 4. This General Certification shall expire on the same day as the expiration date of the corresponding Nationwide Permit and/or Regional General Permit. The conditions in effect on the date of issuance of Certification for a specific project shall remain in effect for the life of the project, regardless of the expiration date of this Certification. This General Certification is rescinded when the US Army Corps of Engineers reauthorizes any of the corresponding Nationwide Permits and/or Regional General Permits or when deemed appropriate by the Director of the Division of Water Resources.

GC4135

5. Non-compliance with or violation of the conditions herein set forth by a specific project may result in revocation of this General Certification for the project and may also result in criminal and/or civil penalties.
- * 6. The Director of the North Carolina Division of Water Resources may require submission of a formal application for Individual Certification for any project in this category of activity if it is deemed in the public's best interest or determined that the project is likely to have a significant adverse effect upon water quality, including state or federally listed endangered or threatened aquatic species, or degrade the waters so that existing uses of the water or downstream waters are precluded.

History Note: Water Quality Certification (WQC) Number 4135 issued December 1, 2017 replaces WQC Number 4088 issued March 3, 2017; WQC 3886 issued March 12, 2012; WQC Number 3820 issued April 6, 2010; WQC Number 3627 issued March 2007; WQC Number 3404 issued March 2003; WQC Number 3375 issued March 18, 2002; WQC Number 3289 issued June 1, 2000; WQC Number 3103 issued February 11, 1997; WQC Number 2732 issued May 1, 1992; WQC Number 2666 issued January 21, 1992; WQC Number 2177 issued November 5, 1987.

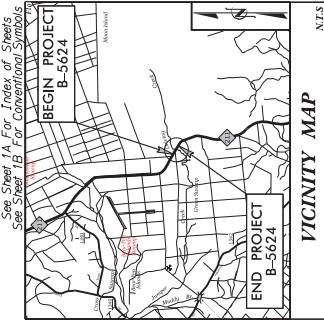
Brunswick Bridge No. 57 (B-5624) on NC 211

TEMPORARY DETOUR RESTORATION PLAN

The proposed 0.27 acres of riparian wetland restoration will consist of the removal of fill material used for the temporary onsite detour in the existing wetland areas. Geotextile fabric will be placed on natural ground that has been hand cleared prior to placement of fill during construction of the detour. Once the project is complete this fill material will be removed to pre-project elevations in order to match the adjacent wetlands. These areas will be revegetated with native seed mixture and native tree species at a density averaging 680 trees/acre. The following tree species will be planted in the restoration area: Atlantic white cedar (*Chamaecyparis thyoides*), laurel oak (*Quercus laurifolia*) and sweet bay (*Magnolia virginiana*). Depending on seedling availability, substitutions may need to be made.

- * Monitoring of the restoration area will consist of visual/photograph annual reporting for a minimum of three years following planting. Following the third year monitoring, NCDOT and Regulatory agencies will meet on-site to determine if the site temporarily impacted has retained jurisdictional status with planted and native species. If the site has not re-attained wetland jurisdictional status, NCDOT and the US Army Corps of Engineers will determine whether compensatory wetland mitigation will be required.

Submitted 6/3/2021



STATE OF NORTH CAROLINA
DIVISION OF HIGHWAYS

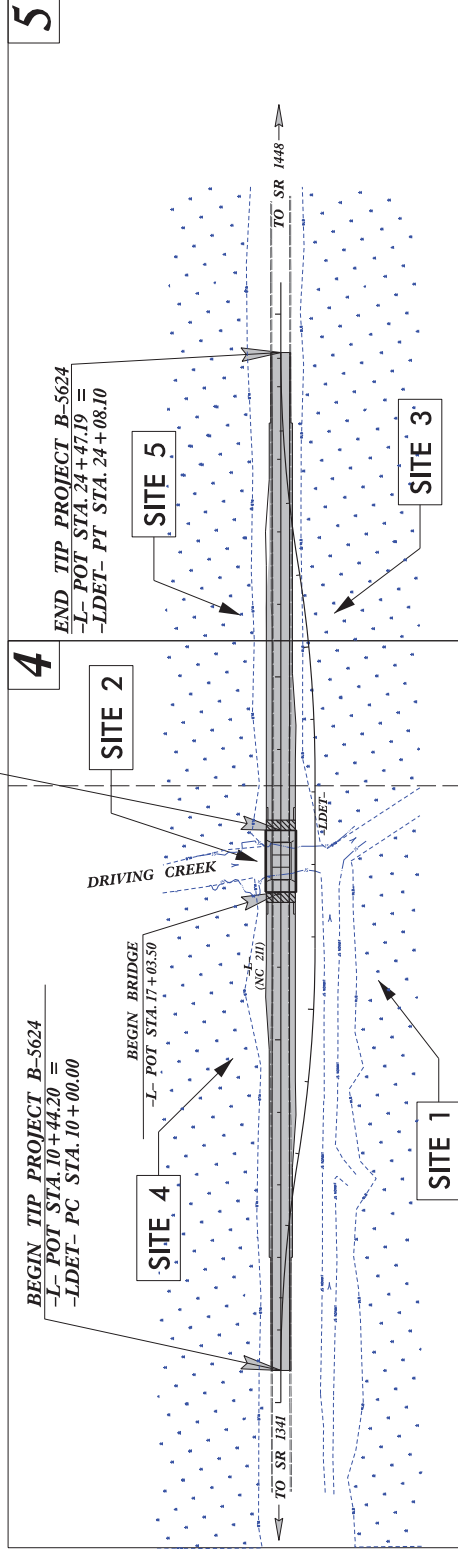
BRUNSWICK COUNTY

LOCATION: REPLACE BRIDGE NO. 57 OVER DRIVING CREEK
ON NC 211 (GREEN SWAMP ROAD NW)

TYPE OF WORK: GRADING, DRAINAGE, PAVING AND STRUCTURE

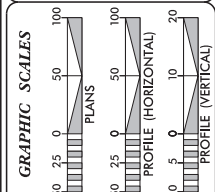
PERMIT DRAWING
SHEET 1 OF 14
DATE: 03-11-2021

| | | | |
|-----------|----------|-----------------------------|------------|
| STATE | N.C. | STATE PROJECT REFERENCE NO. | B-5624 |
| DATE | 4/5/2021 | DATE | 03-11-2021 |
| DESIGNER | PE | DATE | |
| UTIL./ROW | | DATE | |



WETLAND AND SURFACE WATER IMPACTS PERMIT

CLEARING AND GRUBBING ON THIS PROJECT SHALL BE TO THE LIMITS ESTABLISHED BY MODIFIED METHOD III.



DESIGN DATA

ADT 2021 = 1,971
ADT 2040 = 3,000

K = 0 %
D = 55 %
T = 15 %
V = 60 MPH

* TTST = 6% DUAL 6%
FUNC CLASS =
MAJOR COLLECTOR
REGIONAL TIER

PROJECT LENGTH

LENGTH ROADWAY TIP PROJECT B-5624 = 0.250 MILES
LENGTH STRUCTURE TIP PROJECT B-5624 = 0.006 MILES
TOTAL LENGTH TIP PROJECT B-5624 = 0.266 MILES

Prepared in the Office of:
GDM Smith
2500 South Blvd., Suite 200
Raleigh, NC 27612-2228
Phone: 919.873.1100
Fax: 919.873.1101

FOR THE NORTH CAROLINA DEPARTMENT OF TRANSPORTATION
200 STANDARD SPECIFICATIONS

RIGHT OF WAY DATE: DECEMBER 18, 2020
LETTING DATE: JULY 20, 2021

PROJECT ENGINEER: ADAM M. CONRAD, P.E.
PROJECT DESIGNER: MONIQUE N. GYANT, E.I.
PROJECT DESIGNER: DAVID STUITS, P.E.
PROJECT CONTRACT: WAT01 CONTRACT

HYDRAULICS ENGINEER: _____ P.E.
ROADWAY DESIGN ENGINEER: _____ P.E.
CONSULTER: _____ P.E.



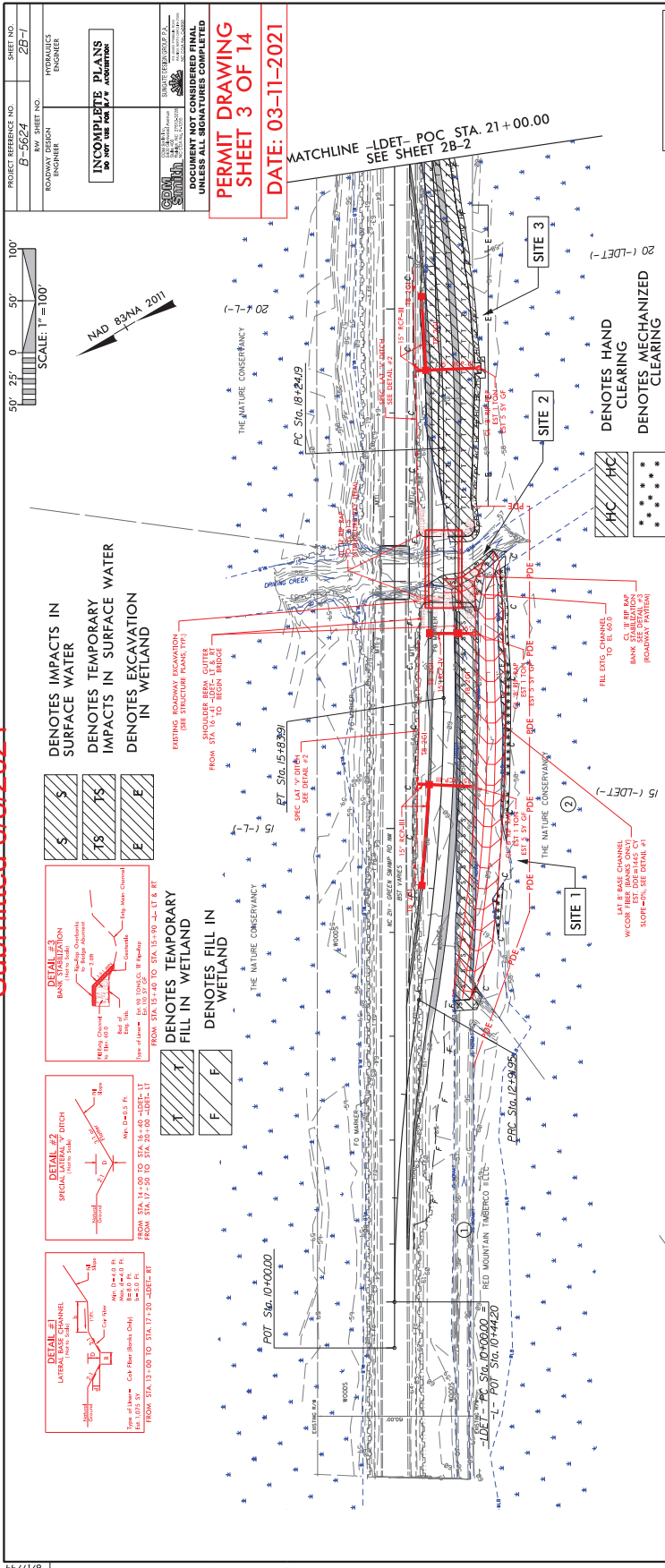
DOCUMENT NOT CONSIDERED FINAL UNLESS ALL SIGNATURES COMPLETED

TIP PROJECT: B-5624

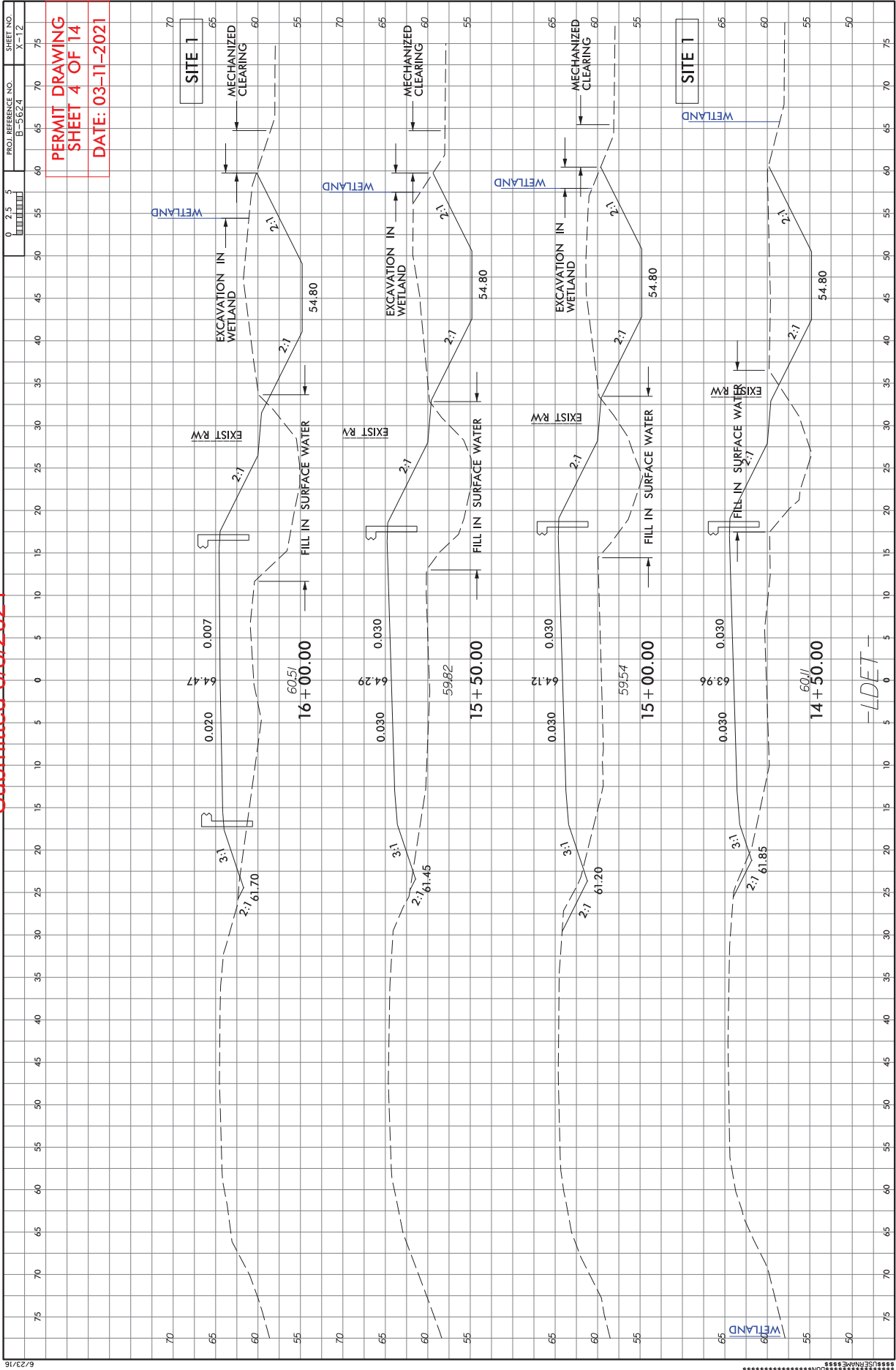
CONTRACT:

*****SYSTEM*****
*****USER*****

Submitted 6/3/2021



Submitted 6/3/2021



PROJ REFERENCE NO
B-5824

SHEET NO
X-12

PERMIT DRAWING
SHEET 4 OF 14
DATE: 03-11-2021

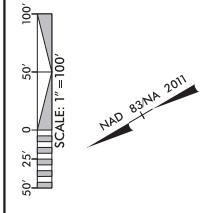
Submitted 6/3/2021

| | |
|---------------------------------|---------------------|
| PROJECT REFERENCE NO. B-5624 | SHEET NO. 25-E |
| ROADWAY DESIGN ENGINEER | HYDRAULICS ENGINEER |

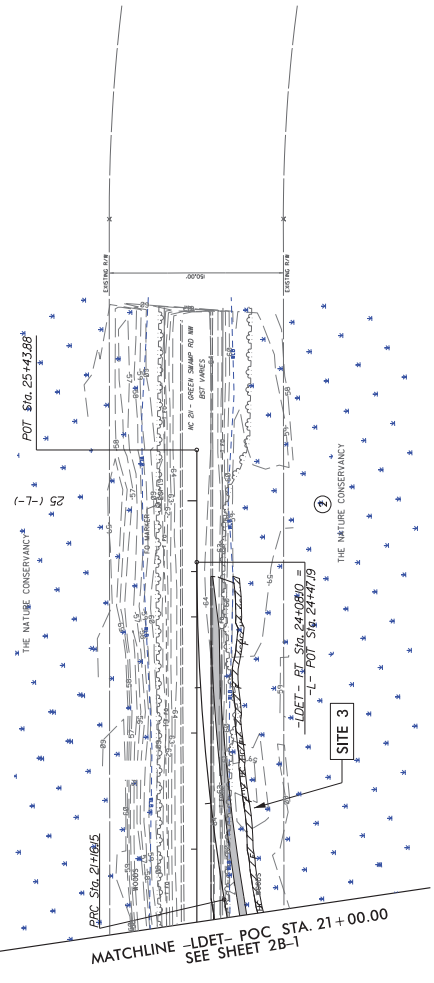
INCOMPLETE PLANS
DO NOT USE FOR CONSTRUCTION

CDM Smith
SINCE FERM GROUP P.A.
DOCUMENT NOT CONSIDERED FINAL
UNLESS ALL SIGNATURES COMPLETED

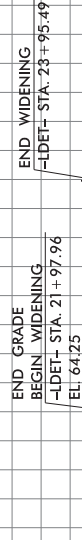
PERMIT DRAWING
SHEET 7 OF 14
DATE: 03-11-2021



- DENOTES TEMPORARY FILL IN WETLAND
- DENOTES FILL IN WETLAND
- DENOTES HAND CLEARING

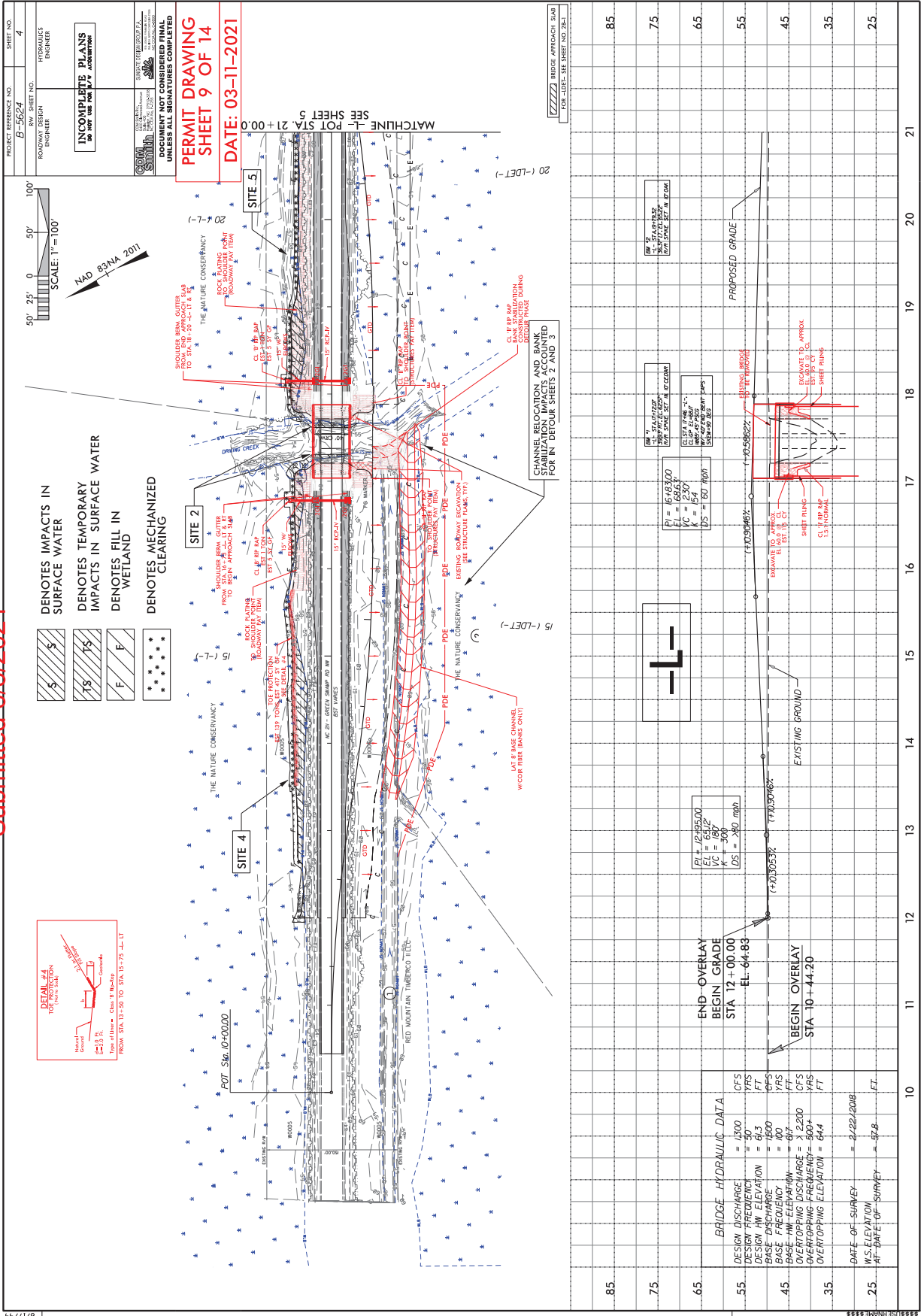


-LDET-



| | |
|-----|-----|
| 100 | 100 |
| 90 | 90 |
| 80 | 80 |
| 70 | 70 |
| 60 | 60 |
| 50 | 50 |
| 40 | 40 |

Submitted 6/3/2021



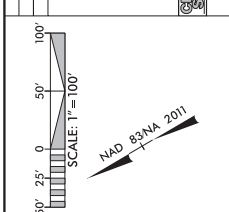
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 ROADWAY DESIGN ENGINEER
 HYDRAULICS ENGINEER

INCOMPLETE PLANS
 DO NOT USE FOR CONSTRUCTION

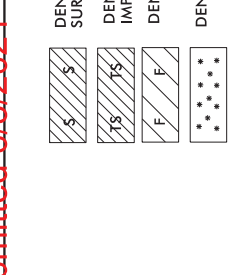
SMITH ENGINEERING P.A.
 1000 W. 10th Street, Suite 100
 Anchorage, Alaska 99501
 (907) 562-1111

DOCUMENT NOT CONSIDERED FINAL
 UNLESS ALL SIGNATURES COMPLETED

PERMIT DRAWING
SHEET 9 OF 14
DATE: 03-11-2021



- DENOTES IMPACTS IN SURFACE WATER
- DENOTES TEMPORARY IMPACTS IN SURFACE WATER
- DENOTES FILL IN WETLAND
- DENOTES MECHANIZED CLEARING



PROJECT REFERENCE NO. **B-5624**
 ROADWAY DESIGN ENGINEER
 HYDRAULICS ENGINEER

INCOMPLETE PLANS
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PERMIT DRAWING
SHEET 9 OF 14
DATE: 03-11-2021



- DENOTES IMPACTS IN SURFACE WATER
- DENOTES TEMPORARY IMPACTS IN SURFACE WATER
- DENOTES FILL IN WETLAND
- DENOTES MECHANIZED CLEARING



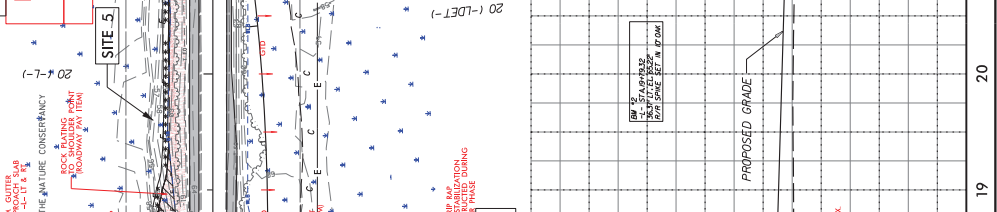
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 ROADWAY DESIGN ENGINEER
 HYDRAULICS ENGINEER

INCOMPLETE PLANS
 DO NOT USE FOR CONSTRUCTION

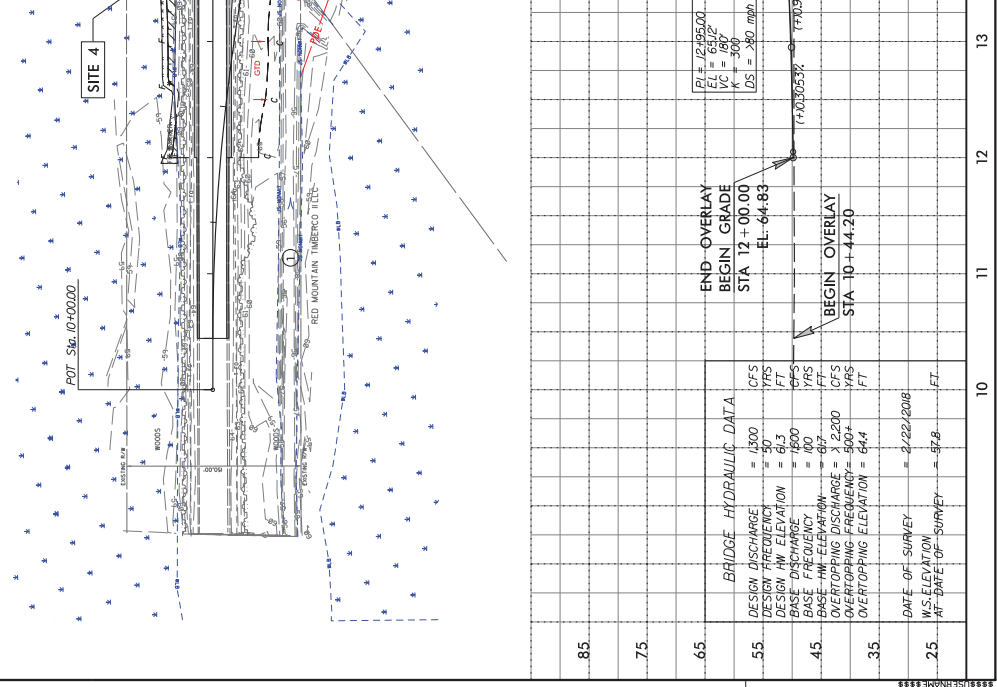
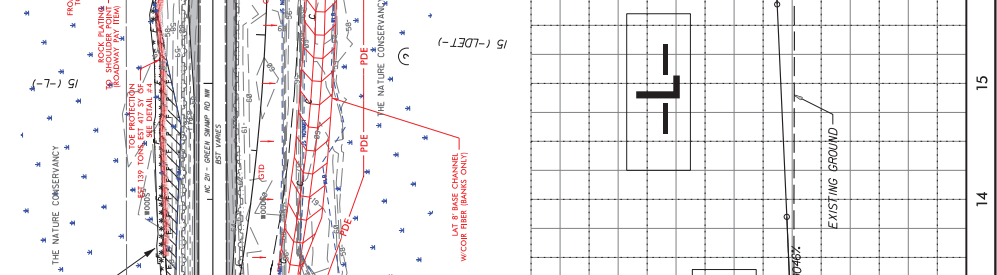
SMITH ENGINEERING P.A.
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 Anchorage, Alaska 99501
 (907) 562-1111

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PERMIT DRAWING
SHEET 9 OF 14
DATE: 03-11-2021



- DENOTES IMPACTS IN SURFACE WATER
- DENOTES TEMPORARY IMPACTS IN SURFACE WATER
- DENOTES FILL IN WETLAND
- DENOTES MECHANIZED CLEARING



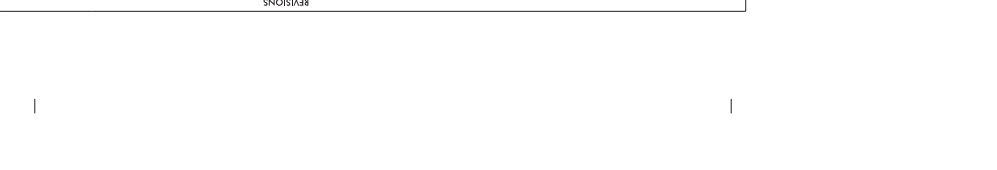
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 ROADWAY DESIGN ENGINEER
 HYDRAULICS ENGINEER

INCOMPLETE PLANS
 DO NOT USE FOR CONSTRUCTION

SMITH ENGINEERING P.A.
 1000 W. 10th Street, Suite 100
 Anchorage, Alaska 99501
 (907) 562-1111

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PERMIT DRAWING
SHEET 9 OF 14
DATE: 03-11-2021



- DENOTES IMPACTS IN SURFACE WATER
- DENOTES TEMPORARY IMPACTS IN SURFACE WATER
- DENOTES FILL IN WETLAND
- DENOTES MECHANIZED CLEARING

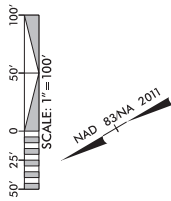
Submitted 6/3/2021

PROJECT REFERENCE NO. **B-5624** SHEET NO. **5**
 ROADWAY DESIGN ENGINEER HYDRAULICS ENGINEER

INCOMPLETE PLANS
 DO NOT USE FOR CONSTRUCTION

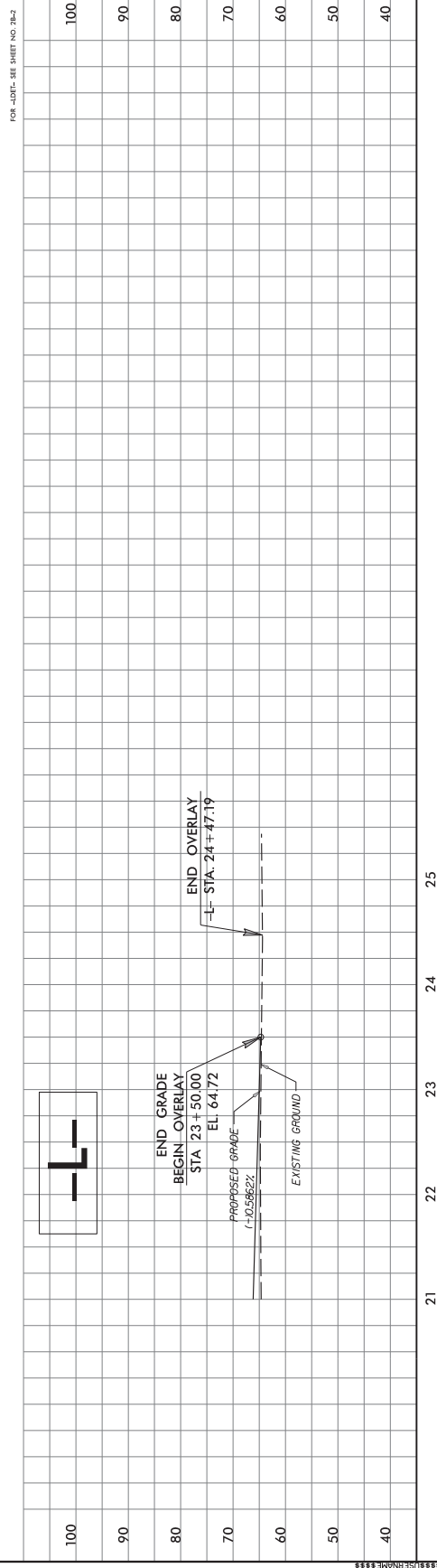
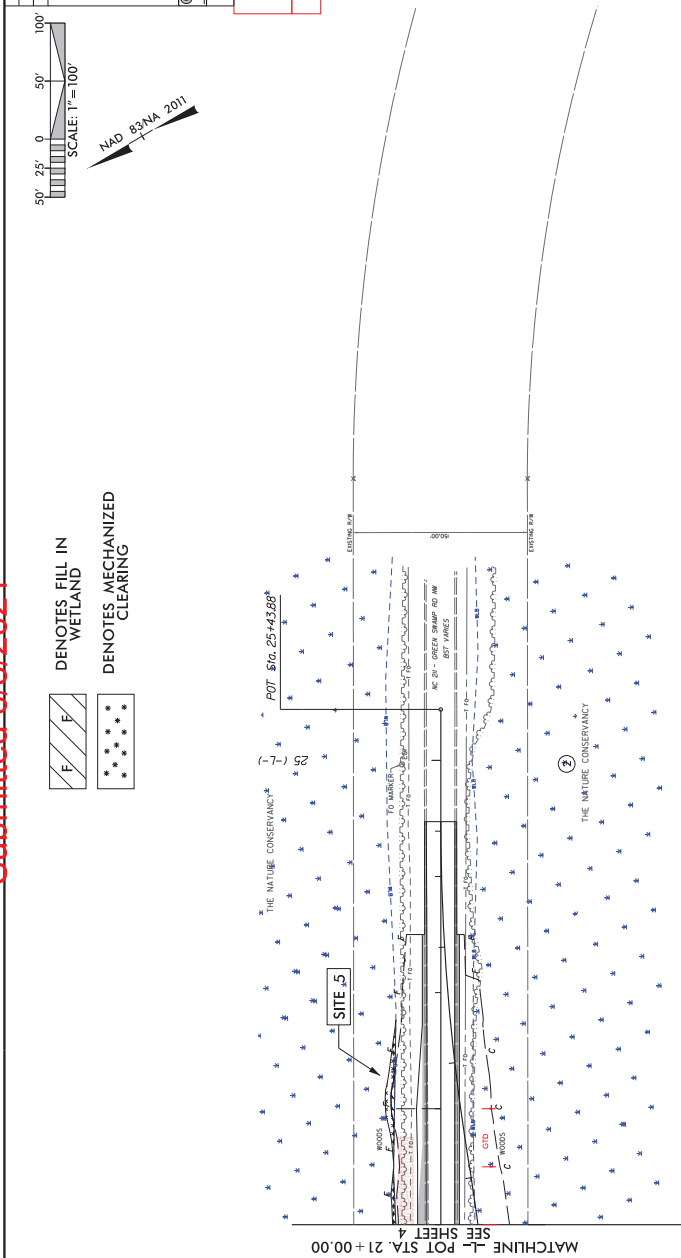
CDM Smith
 200 WATER STREET
 SUITE 200
 BOSTON, MA 02109
 TEL: 617.552.4500
 WWW.CDMSMITH.COM

DOCUMENT NOT CONSIDERED FINAL
 UNLESS ALL SIGNATURES COMPLETED



F DENOTES FILL IN WETLAND
F
***** DENOTES MECHANIZED CLEARING

PERMIT DRAWING
SHEET 12 OF 14
DATE: 03-11-2021



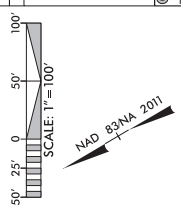
FOR JUDG. SEE SHEET NO. 3&4

Submitted 6/3/2021

PROJECT REFERENCE NO. **B-5624** SHEET NO. **5**
 ROADWAY DESIGN ENGINEER HYDRAULICS ENGINEER
INCOMPLETE PLANS
 DO NOT USE FOR CONSTRUCTION

CDM Smith
 200 WATER STREET
 SUITE 200
 BOSTON, MA 02109
 TEL: 617.552.4500
 FAX: 617.552.4501
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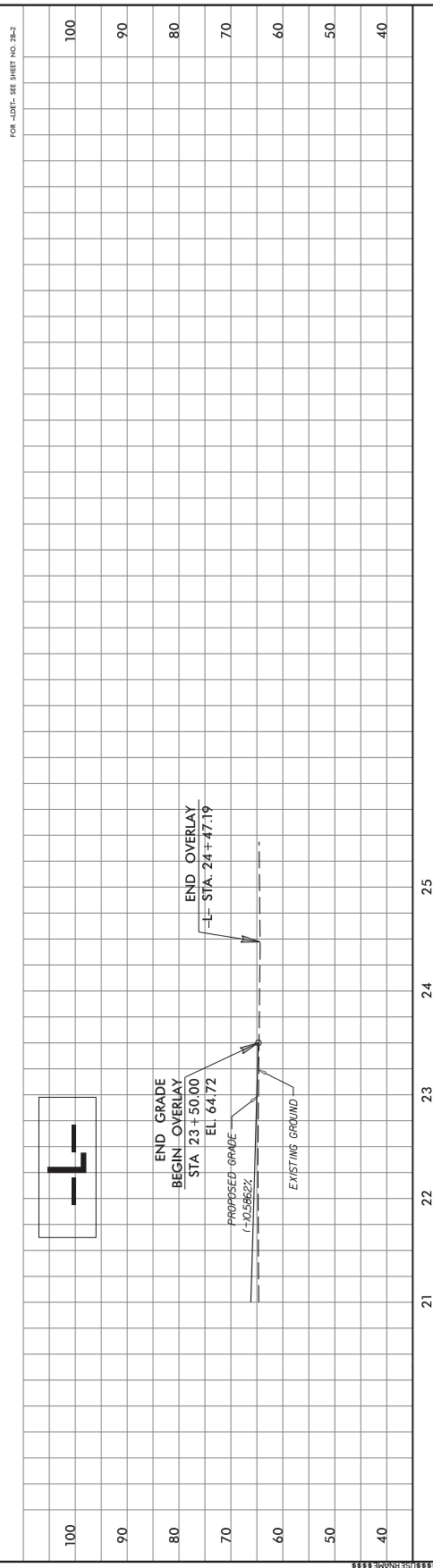
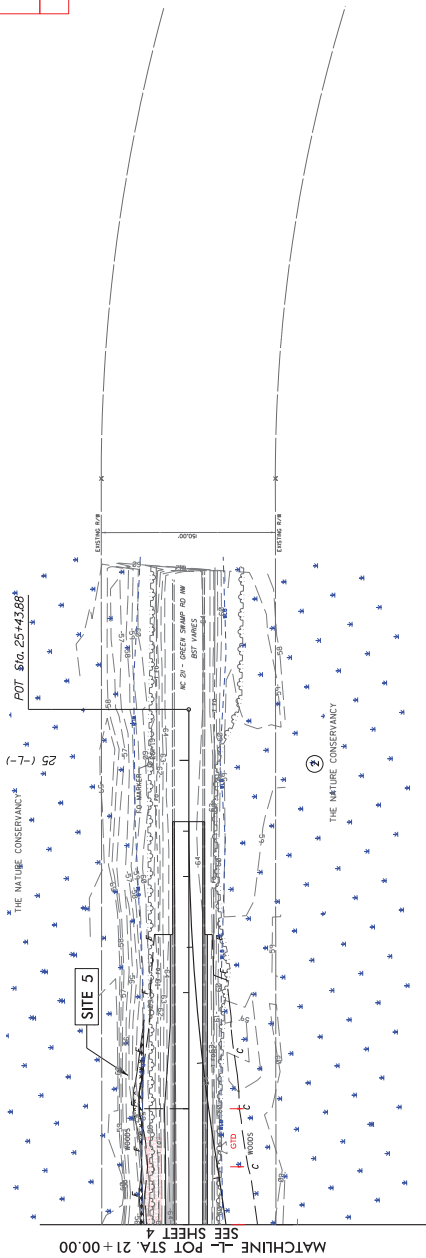
DOCUMENT NOT CONSIDERED FINAL
 UNLESS ALL SIGNATURES COMPLETED



DENOTES FILL IN WETLAND

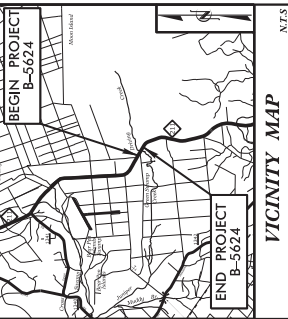
DENOTES MECHANIZED CLEARING

PERMIT DRAWING
SHEET 13 OF 14
DATE: 03-11-2021



FOR JUDG. SEE SHEET NO. 3&4

Submitted 6/3/2021



STATE OF NORTH CAROLINA
DIVISION OF HIGHWAYS

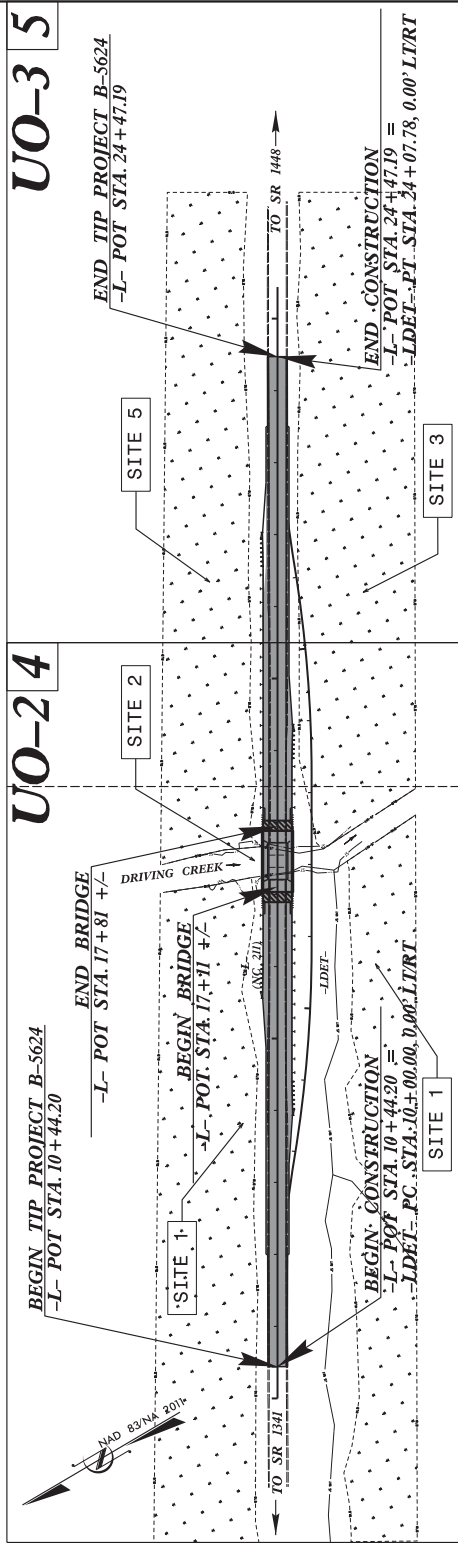
UTILITIES BY OTHERS PLANS
BRUNSWICK COUNTY

LOCATION: REPLACE BRIDGE NO.57 OVER DRIVING CREEK
ON NC211 (GREEN SWAMP ROAD NW)

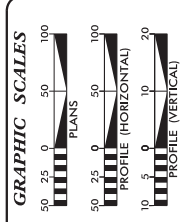
TYPE OF WORK: RELOCATION OF COMMUNICATION LINES

| | | |
|--------------------------------|----------------------|-------------------|
| PERMIT DRAWING SHEET 1 OF 4 | T.I.P. NO. B-5624 | SHEET NO. UO-1 |
| DATE: 3-11-2021 | | |

NOTE:
ALL UTILITY WORK SHOWN ON THIS SHEET WILL BE DONE BY OTHERS. NO PAYMENT WILL BE MADE TO THE CONTRACTOR FOR UTILITY WORK SHOWN ON THIS SHEET.



WETLAND AND SURFACE WATER IMPACTS PERMIT



SHEET NO: UO-1
UO-02 THRU UO-03

INDEX OF SHEETS

| DESCRIPTION: |
|----------------|
| TITLE SHEET |
| UO PLAN SHEETS |

UTILITY OWNERS WITH CONFLICTS

(A) AT&T - COMMUNICATIONS
(B) AT&M - COMMUNICATIONS
(C) MCNG - COMMUNICATIONS

PREPARED IN THE OFFICE OF

FOR THE NORTH CAROLINA DEPARTMENT OF TRANSPORTATION

Franklin Burns UTILITY PROJECT MANAGER
Matthew Ward PROJECT UTILITY COORDINATOR

DISVISION OF HIGHWAYS
UTILITIES UNIT
102 BIRCH RIDGE DR
RALEIGH, NC 27609
PHONE: 919-733-2900
FAX: 919-733-4811


By: Kenneth J. ... EASTERN UTILITIES MANAGER
Kathie Martin, EI ... SENIOR UTILITIES ENGINEER
Lynn M. James, Jr. ... SENIOR UTILITY COORDINATOR

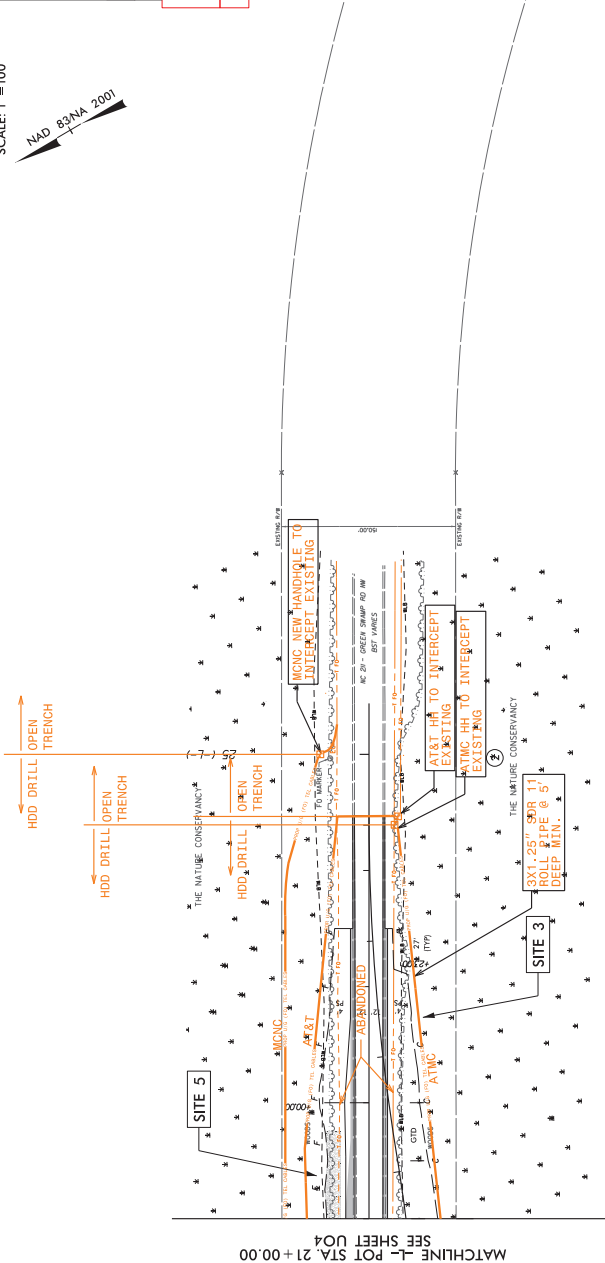
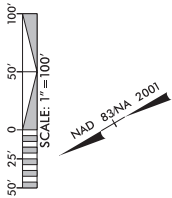
TIP PROJECT: B-5624

09/08/99

*****SYSTEMNAME*****
*****PROJECTNAME*****

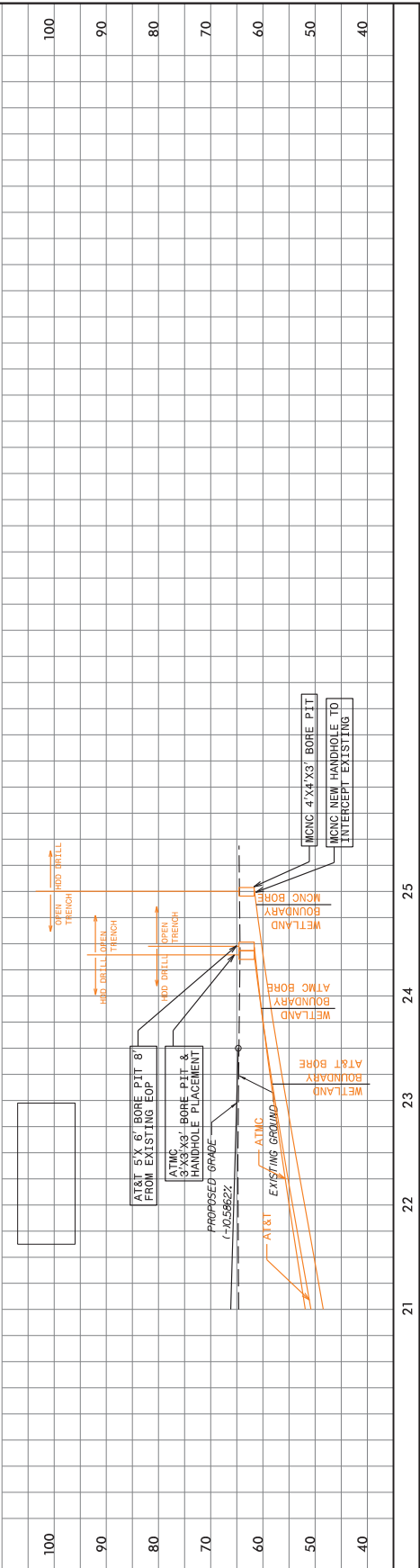
Submitted 6/3/2021

| | |
|---|------------------|
| PROJECT REFERENCE NO. B-5624 | SHEET NO. U03 |
| ROW DESIGN NUMBER | PROJECT NUMBER |
| INCOMPLETE PLANS DO NOT USE FOR ANY ACQUISITION | |
|  | |
| DOCUMENT NOT CONSIDERED FINAL UNLESS ALL SIGNATURES COMPLETED | |
| PERMIT DRAWING SHEET 3 OF 4 DATE: 03-11-2021 | |



MATCHLINE - POT STA. 21+00.00
SEE SHEET U04

FOR ADJUT. SEE SHEET NO. 2B-2



8/17/99

REVISIONS

*****S:\1\INC\8399
*****R:\INC\8399
*****ON*****

B-5624 NEU ENVIRONMENTAL PERMIT NARRATIVE

AT&T (Telephone): AT&T has an U/G fiber optic cable is in conflict throughout the project along the (North side) of NC 211 (Green Swamp Road). AT&T is encroaching within the NCDOT R/W.

AT&T will place a new U/G conduit (fiber optic) cable that follows along the (North side) of NC 211 (Green Swamp Road) inside the NCDOT R/W by directional bore and trenching. New cables will tie back into existing lines by placing two new handholes at the bore pit locations. Handhole locations are at -L- Sta. 10+82 +/- and -L- Sta. 24+39 +/- . This bore will produce no permanent impacts to the wetlands. All stations are approximate in this report. Contact: Mr. Yuri Moody; Email yuri.moody@genxcgroup.com, Phone 786-519-4809.

ATMC (Telephone): ATMC has an U/G fiber optic cable is in conflict throughout the project along the (South side) of NC 211 (Green Swamp Road). ATMC is encroaching within the NCDOT R/W.

ATMC will place a new U/G conduit (fiber optic) cable that follows along the (South side) of NC 211 (Green Swamp Road) inside the NCDOT R/W by directional bore and trenching. New cables will tie back into existing lines by placing two new handholes at the bore pit locations. Handhole locations are at -L- Sta. 10+82 +/- and -L- Sta. 24+39 +/- . This bore will produce no permanent impacts to the wetlands. All stations are approximate in this report. Contact: Mr. Michael Barry; Email bmichael@atmc.com; Phone 910-755-1709.

MCNC (Telephone): MCNC has an U/G fiber optic cable is in conflict throughout the project along the (North side) of NC 211 (Green Swamp Road). MCNC is encroaching within the NCDOT R/W.

MCNC will place a new U/G conduit (fiber optic) cable that follows along the (North side) of NC 211 (Green Swamp Road) inside the NCDOT R/W by directional bore and trenching. New cables will tie back into existing lines by placing two new handholes at the bore pit locations. Handhole locations are at -L- Sta. 10+30 +/- and -L- Sta. 25+05 +/- . This bore will produce no permanent impacts to the wetlands. All stations are approximate in this report. Contact: Mr. Brett Boger; Email brettboger@telics.com Phone 336-692-6477.

Conclusion (Total Impacts due to Utilities):

| | |
|----------------------------|------------|
| Permanent Fill in Wetlands | 0.00 acres |
| Hand Clearing in Wetlands | 0.00 acres |

County: Brunswick

| Line # | Item Number | Sec # | Description | Quantity | Unit Cost | Amount |
|----------------------|--------------|-------|--|-------------|-----------|--------|
| ROADWAY ITEMS | | | | | | |
| 0001 | 0000100000-N | 800 | MOBILIZATION | Lump Sum | L.S. | |
| 0002 | 0000400000-N | 801 | CONSTRUCTION SURVEYING | Lump Sum | L.S. | |
| 0003 | 0030000000-N | SP | TYPE II MODIFIED APPROACH FILL, STATION ***** (17+46.00 -L-) | Lump Sum | L.S. | |
| 0004 | 0036000000-E | 225 | UNDERCUT EXCAVATION | 300 CY | | |
| 0005 | 0043000000-N | 226 | GRADING | Lump Sum | L.S. | |
| 0006 | 0050000000-E | 226 | SUPPLEMENTARY CLEARING & GRUB- BING | 1 ACR | | |
| 0007 | 0134000000-E | 240 | DRAINAGE DITCH EXCAVATION | 1,445 CY | | |
| 0008 | 0195000000-E | 265 | SELECT GRANULAR MATERIAL | 600 CY | | |
| 0009 | 0196000000-E | 270 | GEOTEXTILE FOR SOIL STABILIZA- TION | 1,600 SY | | |
| 0010 | 0199000000-E | SP | TEMPORARY SHORING | 260 SF | | |
| 0011 | 0223000000-E | 275 | ROCK PLATING | 1,100 SY | | |
| 0012 | 0318000000-E | 300 | FOUNDATION CONDITIONING MATE- RIAL, MINOR STRUCTURES | 50 TON | | |
| 0013 | 0320000000-E | 300 | FOUNDATION CONDITIONING GEO- TEXTILE | 150 SY | | |
| 0014 | 0335200000-E | 305 | 15" DRAINAGE PIPE | 64 LF | | |
| 0015 | 0335850000-E | 305 | *** DRAINAGE PIPE ELBOWS (15") | 4 EA | | |
| 0016 | 0366000000-E | 310 | 15" RC PIPE CULVERTS, CLASS III | 276 LF | | |
| 0017 | 0448200000-E | 310 | 15" RC PIPE CULVERTS, CLASS IV | 100 LF | | |
| 0018 | 0995000000-E | 340 | PIPE REMOVAL | 316 LF | | |
| 0019 | 1121000000-E | 520 | AGGREGATE BASE COURSE | 10 TON | | |

County : Brunswick

| Line # | Item Number | Sec # | Description | Quantity | Unit Cost | Amount |
|--------|--------------|-------|---|--------------|-----------|--------|
| 0020 | 1330000000-E | 607 | INCIDENTAL MILLING | 210 SY | | |
| 0021 | 1491000000-E | 610 | ASPHALT CONC BASE COURSE, TYPE B25.0C | 1,650 TON | | |
| 0022 | 1503000000-E | 610 | ASPHALT CONC INTERMEDIATE COURSE, TYPE I19.0C | 880 TON | | |
| 0023 | 1519000000-E | 610 | ASPHALT CONC SURFACE COURSE, TYPE S9.5B | 1,130 TON | | |
| 0024 | 1575000000-E | 620 | ASPHALT BINDER FOR PLANT MIX | 185 TON | | |
| 0025 | 2022000000-E | 815 | SUBDRAIN EXCAVATION | 50 CY | | |
| 0026 | 2026000000-E | 815 | GEOTEXTILE FOR SUBSURFACE DRAINS | 200 SY | | |
| 0027 | 2036000000-E | 815 | SUBDRAIN COARSE AGGREGATE | 40 CY | | |
| 0028 | 2044000000-E | 815 | 6" PERFORATED SUBDRAIN PIPE | 200 LF | | |
| 0029 | 2070000000-N | 815 | SUBDRAIN PIPE OUTLET | 1 EA | | |
| 0030 | 2077000000-E | 815 | 6" OUTLET PIPE | 6 LF | | |
| 0031 | 2286000000-N | 840 | MASONRY DRAINAGE STRUCTURES | 10 EA | | |
| 0032 | 2367000000-N | 840 | FRAME WITH TWO GRATES, STD 840.29 | 10 EA | | |
| 0033 | 2556000000-E | 846 | SHOULDER BERM GUTTER | 130 LF | | |
| 0034 | 3030000000-E | 862 | STEEL BEAM GUARDRAIL | 737.5 LF | | |
| 0035 | 3150000000-N | 862 | ADDITIONAL GUARDRAIL POSTS | 10 EA | | |
| 0036 | 3287000000-N | SP | GUARDRAIL END UNITS, TYPE TL-3 | 4 EA | | |
| 0037 | 3317000000-N | SP | GUARDRAIL ANCHOR UNITS, TYPE B-77 | 4 EA | | |
| 0038 | 3360000000-E | 863 | REMOVE EXISTING GUARDRAIL | 306 LF | | |

County : Brunswick

| Line # | Item Number | Sec # | Description | Quantity | Unit Cost | Amount |
|--------|--------------|-------|---|----------|-----------|--------|
| 0039 | 3380000000-E | 862 | TEMPORARY STEEL BEAM GUARDRAIL | 987.5 | LF | |
| 0040 | 3387000000-N | SP | TEMPORARY GUARDRAIL ANCHOR UNITS, TYPE ***** (B-77) | 4 | EA | |
| 0041 | 3389150000-N | SP | TEMPORARY GUARDRAIL END UNITS, TYPE ***** (TL-3) | 4 | EA | |
| 0042 | 3635000000-E | 876 | RIP RAP, CLASS II | 90 | TON | |
| 0043 | 3649000000-E | 876 | RIP RAP, CLASS B | 150 | TON | |
| 0044 | 3656000000-E | 876 | GEOTEXTILE FOR DRAINAGE | 860 | SY | |
| 0045 | 4400000000-E | 1110 | WORK ZONE SIGNS (STATIONARY) | 88 | SF | |
| 0046 | 4405000000-E | 1110 | WORK ZONE SIGNS (PORTABLE) | 96 | SF | |
| 0047 | 4410000000-E | 1110 | WORK ZONE SIGNS (BARRICADE MOUNTED) | 36 | SF | |
| 0048 | 4430000000-N | 1130 | DRUMS | 30 | EA | |
| 0049 | 4435000000-N | 1135 | CONES | 36 | EA | |
| 0050 | 4445000000-E | 1145 | BARRICADES (TYPE III) | 32 | LF | |
| 0051 | 4455000000-N | 1150 | FLAGGER | 40 | DAY | |
| 0052 | 4465000000-N | 1160 | TEMPORARY CRASH CUSHIONS | 2 | EA | |
| 0053 | 4485000000-E | 1170 | PORTABLE CONCRETE BARRIER | 500 | LF | |
| 0054 | 4490000000-E | 1170 | PORTABLE CONCRETE BARRIER (ANCHORED) | 200 | LF | |
| 0055 | 4650000000-N | 1251 | TEMPORARY RAISED PAVEMENT MARKERS | 18 | EA | |
| 0056 | 4685000000-E | 1205 | THERMOPLASTIC PAVEMENT MARKING LINES (4", 90 MILS) | 5,272 | LF | |

County : Brunswick

| Line # | Item Number | Sec # | Description | Quantity | Unit Cost | Amount |
|--------|--------------|-------|---|----------|-----------|--------|
| 0057 | 4810000000-E | 1205 | PAINT PAVEMENT MARKING LINES (4") | 16,884 | LF | |
| 0058 | 4850000000-E | 1205 | REMOVAL OF PAVEMENT MARKING LINES (4") | 200 | LF | |
| 0059 | 4890000000-E | SP | GENERIC PAVEMENT MARKING ITEM POLYUREA PAVEMENT MARKING LINES, 4", 20 MILS (STANDARD GLASS BEADS) | 340 | LF | |
| 0060 | 4895000000-N | SP | GENERIC PAVEMENT MARKING ITEM NON-CAST IRON SNOWPLOWABLE PAVEMENT MARKER | 16 | EA | |
| 0061 | 4900000000-N | 1251 | PERMANENT RAISED PAVEMENT MARKERS | 1 | EA | |
| 0062 | 6000000000-E | 1605 | TEMPORARY SILT FENCE | 5,000 | LF | |
| 0063 | 6006000000-E | 1610 | STONE FOR EROSION CONTROL, CLASS A | 90 | TON | |
| 0064 | 6009000000-E | 1610 | STONE FOR EROSION CONTROL, CLASS B | 210 | TON | |
| 0065 | 6012000000-E | 1610 | SEDIMENT CONTROL STONE | 185 | TON | |
| 0066 | 6015000000-E | 1615 | TEMPORARY MULCHING | 4.5 | ACR | |
| 0067 | 6018000000-E | 1620 | SEED FOR TEMPORARY SEEDING | 400 | LB | |
| 0068 | 6021000000-E | 1620 | FERTILIZER FOR TEMPORARY SEEDING | 2 | TON | |
| 0069 | 6024000000-E | 1622 | TEMPORARY SLOPE DRAINS | 515 | LF | |
| 0070 | 6029000000-E | SP | SAFETY FENCE | 2,320 | LF | |
| 0071 | 6030000000-E | 1630 | SILT EXCAVATION | 410 | CY | |
| 0072 | 6036000000-E | 1631 | MATTING FOR EROSION CONTROL | 8,000 | SY | |
| 0073 | 6037000000-E | SP | COIR FIBER MAT | 1,750 | SY | |
| 0074 | 6042000000-E | 1632 | 1/4" HARDWARE CLOTH | 280 | LF | |

County : Brunswick

| Line # | Item Number | Sec # | Description | Quantity | Unit Cost | Amount |
|--------|--------------|-------|---|-------------|-----------|--------|
| 0075 | 6070000000-N | 1639 | SPECIAL STILLING BASINS | 4 EA | | |
| 0076 | 6071012000-E | SP | COIR FIBER WATTLE | 430 LF | | |
| 0077 | 6071020000-E | SP | POLYACRYLAMIDE (PAM) | 20 LB | | |
| 0078 | 6084000000-E | 1660 | SEEDING & MULCHING | 6 ACR | | |
| 0079 | 6087000000-E | 1660 | MOWING | 3 ACR | | |
| 0080 | 6090000000-E | 1661 | SEED FOR REPAIR SEEDING | 50 LB | | |
| 0081 | 6093000000-E | 1661 | FERTILIZER FOR REPAIR SEEDING | 0.25 TON | | |
| 0082 | 6096000000-E | 1662 | SEED FOR SUPPLEMENTAL SEEDING | 150 LB | | |
| 0083 | 6108000000-E | 1665 | FERTILIZER TOPDRESSING | 4.25 TON | | |
| 0084 | 6111000000-E | SP | IMPERVIOUS DIKE | 300 LF | | |
| 0085 | 6114500000-N | 1667 | SPECIALIZED HAND MOWING | 10 MHR | | |
| 0086 | 6117000000-N | SP | RESPONSE FOR EROSION CONTROL | 13 EA | | |
| 0087 | 6117500000-N | SP | CONCRETE WASHOUT STRUCTURE | 2 EA | | |
| 0088 | 6126000000-E | SP | STREAMBANK REFORESTATION | 0.7 ACR | | |
| 0089 | 6129000000-E | 1670 | WETLAND REFORESTATION | 0.27 ACR | | |
| 0090 | 6135000000-E | SP | GENERIC EROSION CONTROL ITEM DISKING | 0.27 ACR | | |
| 0091 | 6135000000-E | SP | GENERIC EROSION CONTROL ITEM RIPPING | 0.27 ACR | | |

STRUCTURE ITEMS

| | | | | | | |
|------|--------------|-----|---|----------|------|--|
| 0092 | 8007000000-N | 400 | CONSTRUCTION, MAINTENANCE, & REMOVAL OF TEMP STRUCTURE AT STA ***** (17+08.00 -L DET-) | Lump Sum | L.S. | |
|------|--------------|-----|---|----------|------|--|

County : Brunswick

| Line # | Item Number | Sec # | Description | Quantity | Unit Cost | Amount |
|--------|--------------|-------|---|--------------|-----------|--------|
| 0093 | 8035000000-N | 402 | REMOVAL OF EXISTING STRUCTURE AT STATION ***** (17+46.00 -L-) | Lump Sum | L.S. | |
| 0094 | 8065000000-N | SP | ASBESTOS ASSESSMENT | Lump Sum | L.S. | |
| 0095 | 8112730000-N | 450 | PDA TESTING | 1 EA | | |
| 0096 | 8121000000-N | 412 | UNCLASSIFIED STRUCTURE EXCAVA- TION AT STATION ***** (17+46.00 -L-) | Lump Sum | L.S. | |
| 0097 | 8147000000-E | 420 | REINFORCED CONCRETE DECK SLAB | 3,604 SF | | |
| 0098 | 8161000000-E | 420 | GROOVING BRIDGE FLOORS | 4,119 SF | | |
| 0099 | 8182000000-E | 420 | CLASS A CONCRETE (BRIDGE) | 77.6 CY | | |
| 0100 | 8210000000-N | 422 | BRIDGE APPROACH SLABS, STATION ***** (17+46.00 -L-) | Lump Sum | L.S. | |
| 0101 | 8217000000-E | 425 | REINFORCING STEEL (BRIDGE) | 11,086 LB | | |
| 0102 | 8262000000-E | 430 | 45" PRESTRESSED CONCRETE GIR- DERS | 498.5 LF | | |
| 0103 | 8328200000-E | 450 | PILE DRIVING EQUIPMENT SETUP FOR *** STEEL PILES (HP 12 X 53) | 16 EA | | |
| 0104 | 8364000000-E | 450 | HP12X53 STEEL PILES | 1,040 LF | | |
| 0105 | 8393000000-N | 450 | PILE REDRIVES | 8 EA | | |
| 0106 | 8503000000-E | 460 | CONCRETE BARRIER RAIL | 166.67 LF | | |
| 0107 | 8608000000-E | 876 | RIP RAP CLASS II (2'-0" THICK) | 320 TON | | |
| 0108 | 8622000000-E | 876 | GEOTEXTILE FOR DRAINAGE | 356 SY | | |
| 0109 | 8657000000-N | 430 | ELASTOMERIC BEARINGS | Lump Sum | L.S. | |

County : Brunswick

| Line # | Item Number | Sec # | Description | Quantity | Unit Cost | Amount |
|--------|--------------|-------|---|----------|-----------|--------|
| 0110 | 8892000000-E | SP | GENERIC STRUCTURE ITEM 18" GALVANIZED STEEL SHEET PILE SYSTEM | 4,850 | SF | |

1046/Nov23/Q84239.28/D487508862000/E110

Total Amount Of Bid For Entire Project :

Vendor 1 of 7: THE TARA GROUP OF LUMBERTON INC (10294)
Call Order 004 (Proposal: C204629)

Bid Information

| | |
|---|------------------------------------|
| Proposal County: BRUNSWICK | Bid Checksum: 84A72701FC |
| Vendor Address: | Bid Total: \$2,765,532.28 |
| Signature Check: Charles David Andrews | Items Total: \$2,765,532.28 |
| Time Bid Received: January 18, 2022 01:59 PM | Time Total: \$0.00 |
| Amendment Count: 0 | |

Bidding Errors:

None.

Advertised DBE Goal: 6.0%
DBE Participation Submitted: 6.55%

Vendor 1 of 7: THE TARA GROUP OF LUMBERTON INC (10294)
Call Order 004 (Proposal: C204629)

Bid Bond Information

| | |
|-------------------------------------|--|
| Projects: | Bond Maximum: |
| Counties: | State of Incorporation: NH |
| Bond ID: DQ21-J2DJ-6JB3-BAW8 | Agency Execution Date: 1/18/2022 |
| Paid by Check: No | Surety Name: SuretyWave |
| Bond Percent: 5% | Bond Agency Name: North American Specialty Insurance Company |

DBE Load Information

Letting ID: L220118
Letting Date: 01/18/2022
Call Order: 004
Contract ID: C204629
Project: STATE FUNDEDSTATE FUNDEDSTATE FUNDEDSTATE FUNDED
Bid Total: \$2,765,532.28
DBE Goal: 6.00% (\$165,931.94)

Vendor ID: 10294
Vendor Name: The Tara Group of Lumberton, INC
DBE Entered: 6.55% (\$181,227.75)

| Vendor ID | DBE Name | Is Supplier? | City/State | Goods/Service | Amount |
|-----------|---------------------------------------|--------------|--|---------------|-----------|
| 4761 | TRAFFIC CONTROL SAFETY SERVICES, INC. | False | POST OFFICE BOX 24511, WINSTON-SALEM, NC 27114 | SubContractor | 6,294.00 |
| 15521 | 4 D CONSTRUCTION | False | P.O. BOX 806, MAXTON, NC 28364 | SubContractor | 9,010.00 |
| 6189 | PURPOSE DRIVEN SEEDING & MULCHING | False | 1337 BRAYBOY RD, ROWLAND, NC 28383 | SubContractor | 89,423.75 |
| 10486 | JAMES L MORGAN TRUCKING INC | False | 2090 TURKEY TRAP RD SW, SUPPLY, NC 28462 | Manufacturer | 76,500.00 |

Letting: L220118
01/18/2022 02:00:00 PM

North Carolina Department of Transportation
10294 - The Tara Group of Lumberton, INC

Contract ID: C204629
Call: 004

BondID: DQ21-J2DJ-6JB3-BAW8

Surety Registry Agency: SuretyWave

Verified?: 1

Surety Agency: North American Specialty Insurance Company

Bond Execution Date: 1/18/2022

| Line Number | Item Number | Quantity | Unit | Unit Price | Extension Price |
|-------------------------------|--|----------|------|----------------|-----------------|
| Section 0001 ROADWAY ITEMS | | | | | |
| 0001 | 0000100000-N MOBILIZATION | 1.000 | LS | \$125,000.0000 | \$125,000.00 |
| 0002 | 0000400000-N CONSTRUCTION SURVEYING | 1.000 | LS | \$24,000.0000 | \$24,000.00 |
| 0003 | 0030000000-N TYPE II MODIFIED APPROACH FILL, STATION ***** (17+46.00 -L-) | 1.000 | LS | \$16,800.0000 | \$16,800.00 |
| 0004 | 0036000000-E UNDERCUT EXCAVATION | 300.000 | CY | \$14.0000 | \$4,200.00 |
| 0005 | 0043000000-N GRADING | 1.000 | LS | \$488,000.0000 | \$488,000.00 |
| 0006 | 0050000000-E SUPPLEMENTARY CLEARING & GRUB-BING | 1.000 | ACR | \$1.0000 | \$1.00 |
| 0007 | 0134000000-E DRAINAGE DITCH EXCAVATION | 1445.000 | CY | \$6.4500 | \$9,320.25 |
| 0008 | 0195000000-E SELECT GRANULAR MATERIAL | 600.000 | CY | \$25.0000 | \$15,000.00 |
| 0009 | 0196000000-E GEOTEXTILE FOR SOIL STABILIZA-TION | 1600.000 | SY | \$2.3000 | \$3,680.00 |
| 0010 | 0199000000-E TEMPORARY SHORING | 260.000 | SF | \$64.0000 | \$16,640.00 |
| 0011 | 0223000000-E ROCK PLATING | 1100.000 | SY | \$118.0000 | \$129,800.00 |
| 0012 | 0318000000-E FOUNDATION CONDITIONING MATE- RIAL, MINOR STRUCTURES | 50.000 | TON | \$60.0000 | \$3,000.00 |
| 0013 | 0320000000-E FOUNDATION CONDITIONING GEO- TEXTILE | 150.000 | SY | \$2.3000 | \$345.00 |
| 0014 | 0335200000-E 15" DRAINAGE PIPE | 64.000 | LF | \$41.0000 | \$2,624.00 |
| 0015 | 0335850000-E **" DRAINAGE PIPE ELBOWS (15") | 4.000 | EA | \$450.0000 | \$1,800.00 |
| 0016 | 0366000000-E 15" RC PIPE CULVERTS, CLASS III | 276.000 | LF | \$51.0000 | \$14,076.00 |
| 0017 | 0448200000-E 15" RC PIPE CULVERTS, CLASS IV | 100.000 | LF | \$55.0000 | \$5,500.00 |
| 0018 | 0995000000-E PIPE REMOVAL | 316.000 | LF | \$10.0000 | \$3,160.00 |
| 0019 | 1121000000-E AGGREGATE BASE COURSE | 10.000 | TON | \$60.0000 | \$600.00 |
| 0020 | 1330000000-E INCIDENTAL MILLING | 210.000 | SY | \$7.0000 | \$1,470.00 |
| 0021 | 1491000000-E ASPHALT CONC BASE COURSE, TYPE B25.0C | 1650.000 | TON | \$89.0000 | \$146,850.00 |
| 0022 | 1503000000-E ASPHALT CONC INTERMEDIATE COURSE, TYPE I19.0C | 880.000 | TON | \$99.0000 | \$87,120.00 |
| 0023 | 1519000000-E ASPHALT CONC SURFACE COURSE, TYPE S9.5B | 1130.000 | TON | \$96.0000 | \$108,480.00 |

| | | | | | | |
|------|---|---------|-----|--|--------------|--------------|
| 0024 | 1575000000-E | 185.000 | TON | | \$565.0000 | \$104,525.00 |
| | ASPHALT BINDER FOR PLANT MIX | | | | | |
| 0025 | 2022000000-E | 50.000 | CY | | \$1.0000 | \$50.00 |
| | SUBDRAIN EXCAVATION | | | | | |
| 0026 | 2026000000-E | 200.000 | SY | | \$1.0000 | \$200.00 |
| | GEOTEXTILE FOR SUBSURFACE DRAINS | | | | | |
| 0027 | 2036000000-E | 40.000 | CY | | \$1.0000 | \$40.00 |
| | SUBDRAIN COARSE AGGREGATE | | | | | |
| 0028 | 2044000000-E | 200.000 | LF | | \$1.0000 | \$200.00 |
| | 6" PERFORATED SUBDRAIN PIPE | | | | | |
| 0029 | 2070000000-N | 1.000 | EA | | \$1.0000 | \$1.00 |
| | SUBDRAIN PIPE OUTLET | | | | | |
| 0030 | 2077000000-E | 6.000 | LF | | \$1.0000 | \$6.00 |
| | 6" OUTLET PIPE | | | | | |
| 0031 | 2286000000-N | 10.000 | EA | | \$1,580.0000 | \$15,800.00 |
| | MASONRY DRAINAGE STRUCTURES | | | | | |
| 0032 | 2367000000-N | 10.000 | EA | | \$590.0000 | \$5,900.00 |
| | FRAME WITH TWO GRATES, STD 840.29 | | | | | |
| 0033 | 2556000000-E | 130.000 | LF | | \$48.0000 | \$6,240.00 |
| | SHOULDER BERM GUTTER | | | | | |
| 0034 | 3030000000-E | 737.500 | LF | | \$27.5000 | \$20,281.25 |
| | STEEL BEAM GUARDRAIL | | | | | |
| 0035 | 3150000000-N | 10.000 | EA | | \$11.0000 | \$110.00 |
| | ADDITIONAL GUARDRAIL POSTS | | | | | |
| 0036 | 3287000000-N | 4.000 | EA | | \$3,450.0000 | \$13,800.00 |
| | GUARDRAIL END UNITS, TYPE TL-3 | | | | | |
| 0037 | 3317000000-N | 4.000 | EA | | \$2,700.0000 | \$10,800.00 |
| | GUARDRAIL ANCHOR UNITS, TYPE B-77 | | | | | |
| 0038 | 3360000000-E | 306.000 | LF | | \$1.0000 | \$306.00 |
| | REMOVE EXISTING GUARDRAIL | | | | | |
| 0039 | 3380000000-E | 987.500 | LF | | \$8.0000 | \$7,900.00 |
| | TEMPORARY STEEL BEAM GUARDRAIL | | | | | |
| 0040 | 3387000000-N | 4.000 | EA | | \$1,200.0000 | \$4,800.00 |
| | TEMPORARY GUARDRAIL ANCHOR UNITS, TYPE ***** (B-77) | | | | | |
| 0041 | 3389150000-N | 4.000 | EA | | \$2,500.0000 | \$10,000.00 |
| | TEMPORARY GUARDRAIL END UNITS, TYPE ***** (TL-3) | | | | | |
| 0042 | 3635000000-E | 90.000 | TON | | \$79.0000 | \$7,110.00 |
| | RIP RAP, CLASS II | | | | | |
| 0043 | 3649000000-E | 150.000 | TON | | \$74.0000 | \$11,100.00 |
| | RIP RAP, CLASS B | | | | | |
| 0044 | 3656000000-E | 860.000 | SY | | \$2.5000 | \$2,150.00 |
| | GEOTEXTILE FOR DRAINAGE | | | | | |
| 0045 | 4400000000-E | 88.000 | SF | | \$25.0000 | \$2,200.00 |
| | WORK ZONE SIGNS (STATIONARY) | | | | | |
| 0046 | 4405000000-E | 96.000 | SF | | \$9.0000 | \$864.00 |
| | WORK ZONE SIGNS (PORTABLE) | | | | | |
| 0047 | 4410000000-E | 36.000 | SF | | \$8.0000 | \$288.00 |
| | WORK ZONE SIGNS (BARRICADE MOUNTED) | | | | | |
| 0048 | 4430000000-N | 30.000 | EA | | \$45.0000 | \$1,350.00 |

| DRUMS | | | | | |
|-------|---|-----------|-----|--------------|-------------|
| 0049 | 4435000000-N | 36.000 | EA | \$22.0000 | \$792.00 |
| | CONES | | | | |
| 0050 | 4445000000-E | 32.000 | LF | \$25.0000 | \$800.00 |
| | BARRICADES (TYPE III) | | | | |
| 0051 | 4455000000-N | 40.000 | DAY | \$278.0000 | \$11,120.00 |
| | FLAGGER | | | | |
| 0052 | 4465000000-N | 2.000 | EA | \$4,900.0000 | \$9,800.00 |
| | TEMPORARY CRASH CUSHIONS | | | | |
| 0053 | 4485000000-E | 500.000 | LF | \$38.0000 | \$19,000.00 |
| | PORTABLE CONCRETE BARRIER | | | | |
| 0054 | 4490000000-E | 200.000 | LF | \$48.0000 | \$9,600.00 |
| | PORTABLE CONCRETE BARRIER (ANCHORED) | | | | |
| 0055 | 4650000000-N | 18.000 | EA | \$10.0000 | \$180.00 |
| | TEMPORARY RAISED PAVEMENT MARKERS | | | | |
| 0056 | 4685000000-E | 5272.000 | LF | \$2.5000 | \$13,180.00 |
| | THERMOPLASTIC PAVEMENT MARKING LINES (4", 90 MILS) | | | | |
| 0057 | 4810000000-E | 16884.000 | LF | \$0.4500 | \$7,597.80 |
| | PAINT PAVEMENT MARKING LINES (4") | | | | |
| 0058 | 4850000000-E | 200.000 | LF | \$1.0000 | \$200.00 |
| | REMOVAL OF PAVEMENT MARKING LINES (4") | | | | |
| 0059 | 4890000000-E | 340.000 | LF | \$10.0000 | \$3,400.00 |
| | GENERIC PAVEMENT MARKING ITEM POLYUREA PAVEMENT MARKING LINES, 4", 20 MILS (STANDARD GLASS BEADS) | | | | |
| 0060 | 4895000000-N | 16.000 | EA | \$135.0000 | \$2,160.00 |
| | GENERIC PAVEMENT MARKING ITEM NON-CAST IRON SNOWPLOWABLE PAVEMENT MARKER | | | | |
| 0061 | 4900000000-N | 1.000 | EA | \$10.0000 | \$10.00 |
| | PERMANENT RAISED PAVEMENT MARKERS | | | | |
| 0062 | 6000000000-E | 5000.000 | LF | \$2.7500 | \$13,750.00 |
| | TEMPORARY SILT FENCE | | | | |
| 0063 | 6006000000-E | 90.000 | TON | \$1.0000 | \$90.00 |
| | STONE FOR EROSION CONTROL, CLASS A | | | | |
| 0064 | 6009000000-E | 210.000 | TON | \$1.0000 | \$210.00 |
| | STONE FOR EROSION CONTROL, CLASS B | | | | |
| 0065 | 6012000000-E | 185.000 | TON | \$40.0000 | \$7,400.00 |
| | SEDIMENT CONTROL STONE | | | | |
| 0066 | 6015000000-E | 4.500 | ACR | \$975.0000 | \$4,387.50 |
| | TEMPORARY MULCHING | | | | |
| 0067 | 6018000000-E | 400.000 | LB | \$3.0000 | \$1,200.00 |
| | SEED FOR TEMPORARY SEEDING | | | | |
| 0068 | 6021000000-E | 2.000 | TON | \$1,475.0000 | \$2,950.00 |
| | FERTILIZER FOR TEMPORARY SEED-ING | | | | |
| 0069 | 6024000000-E | 515.000 | LF | \$6.0000 | \$3,090.00 |
| | TEMPORARY SLOPE DRAINS | | | | |
| 0070 | 6029000000-E | 2320.000 | LF | \$2.0000 | \$4,640.00 |
| | SAFETY FENCE | | | | |
| 0071 | 6030000000-E | 410.000 | CY | \$1.0000 | \$410.00 |
| | SILT EXCAVATION | | | | |
| 0072 | 6036000000-E | 8000.000 | SY | \$1.6500 | \$13,200.00 |

| MATTING FOR EROSION CONTROL | | | | | |
|-----------------------------|--|----------|-----|----------------|----------------|
| 0073 | 6037000000-E | 1750.000 | SY | \$3.2500 | \$5,687.50 |
| | COIR FIBER MAT | | | | |
| 0074 | 6042000000-E | 280.000 | LF | \$2.7500 | \$770.00 |
| | 1/4" HARDWARE CLOTH | | | | |
| 0075 | 6070000000-N | 4.000 | EA | \$350.0000 | \$1,400.00 |
| | SPECIAL STILLING BASINS | | | | |
| 0076 | 6071012000-E | 430.000 | LF | \$10.0000 | \$4,300.00 |
| | COIR FIBER WATTLE | | | | |
| 0077 | 6071020000-E | 20.000 | LB | \$25.0000 | \$500.00 |
| | POLYACRYLAMIDE (PAM) | | | | |
| 0078 | 6084000000-E | 6.000 | ACR | \$2,925.0000 | \$17,550.00 |
| | SEEDING & MULCHING | | | | |
| 0079 | 6087000000-E | 3.000 | ACR | \$200.0000 | \$600.00 |
| | MOWING | | | | |
| 0080 | 6090000000-E | 50.000 | LB | \$15.0000 | \$750.00 |
| | SEED FOR REPAIR SEEDING | | | | |
| 0081 | 6093000000-E | 0.250 | TON | \$1,475.0000 | \$368.75 |
| | FERTILIZER FOR REPAIR SEEDING | | | | |
| 0082 | 6096000000-E | 150.000 | LB | \$12.0000 | \$1,800.00 |
| | SEED FOR SUPPLEMENTAL SEEDING | | | | |
| 0083 | 6108000000-E | 4.250 | TON | \$1,300.0000 | \$5,525.00 |
| | FERTILIZER TOPDRESSING | | | | |
| 0084 | 6111000000-E | 300.000 | LF | \$255.0000 | \$76,500.00 |
| | IMPERVIOUS DIKE | | | | |
| 0085 | 6114500000-N | 10.000 | MHR | \$90.0000 | \$900.00 |
| | SPECIALIZED HAND MOWING | | | | |
| 0086 | 6117000000-N | 13.000 | EA | \$550.0000 | \$7,150.00 |
| | RESPONSE FOR EROSION CONTROL | | | | |
| 0087 | 6117500000-N | 2.000 | EA | \$125.0000 | \$250.00 |
| | CONCRETE WASHOUT STRUCTURE | | | | |
| 0088 | 6126000000-E | 0.700 | ACR | \$3,500.0000 | \$2,450.00 |
| | STREAMBANK REFORESTATION | | | | |
| 0089 | 6129000000-E | 0.270 | ACR | \$3,500.0000 | \$945.00 |
| | WETLAND REFORESTATION | | | | |
| 0090 | 6135000000-E | 0.270 | ACR | \$1,000.0000 | \$270.00 |
| | GENERIC EROSION CONTROL ITEM DISKING | | | | |
| 0091 | 6135000000-E | 0.270 | ACR | \$1,000.0000 | \$270.00 |
| | GENERIC EROSION CONTROL ITEM RIPPING | | | | |
| Section 0001 Total | | | | | \$1,690,641.05 |
| | | | | | |
| Section 0004 | | | | | |
| STRUCTURE ITEMS | | | | | |
| 0092 | 8007000000-N | 1.000 | LS | \$191,000.0000 | \$191,000.00 |
| | CONSTRUCTION, MAINTENANCE, & REMOVAL OF TEMP STRUCTURE AT (17+08.00 -L DET-) | | | | |
| 0093 | 8035000000-N | 1.000 | LS | \$38,000.0000 | \$38,000.00 |
| | REMOVAL OF EXISTING STRUCTURE AT STATION ***** (17+46.00 -L-) | | | | |

| | | | | | |
|--------------------|---|-----------|-----|---------------|----------------|
| 0094 | 8065000000-N | 1.000 | LS | \$1,600.0000 | \$1,600.00 |
| | ASBESTOS ASSESSMENT | | | | |
| 0095 | 8112730000-N | 1.000 | EA | \$1,900.0000 | \$1,900.00 |
| | PDA TESTING | | | | |
| 0096 | 8121000000-N | 1.000 | LS | \$3,500.0000 | \$3,500.00 |
| | UNCLASSIFIED STRUCTURE EXCAVATION AT STATION ***** (17+46.00 -L-) | | | | |
| 0097 | 8147000000-E | 3604.000 | SF | \$46.0000 | \$165,784.00 |
| | REINFORCED CONCRETE DECK SLAB | | | | |
| 0098 | 8161000000-E | 4119.000 | SF | \$1.5100 | \$6,219.69 |
| | GROOVING BRIDGE FLOORS | | | | |
| 0099 | 8182000000-E | 77.600 | CY | \$1,018.0000 | \$78,996.80 |
| | CLASS A CONCRETE (BRIDGE) | | | | |
| 0100 | 8210000000-N | 1.000 | LS | \$29,800.0000 | \$29,800.00 |
| | BRIDGE APPROACH SLABS, STATION***** (17+46.00 -L-) | | | | |
| 0101 | 8217000000-E | 11086.000 | LB | \$1.8100 | \$20,065.66 |
| | REINFORCING STEEL (BRIDGE) | | | | |
| 0102 | 8262000000-E | 498.500 | LF | \$280.0000 | \$139,580.00 |
| | 45" PRESTRESSED CONCRETE GIRDERS | | | | |
| 0103 | 8328200000-E | 16.000 | EA | \$1,275.0000 | \$20,400.00 |
| | PILE DRIVING EQUIPMENT SETUP (HP 12 X 53) | | | | |
| 0104 | 8364000000-E | 1040.000 | LF | \$45.0000 | \$46,800.00 |
| | HP12X53 STEEL PILES | | | | |
| 0105 | 8393000000-N | 8.000 | EA | \$1.0000 | \$8.00 |
| | PILE REDRIVES | | | | |
| 0106 | 8503000000-E | 166.670 | LF | \$124.0000 | \$20,667.08 |
| | CONCRETE BARRIER RAIL | | | | |
| 0107 | 8608000000-E | 320.000 | TON | \$79.0000 | \$25,280.00 |
| | RIP RAP CLASS II (2'-0" THICK) | | | | |
| 0108 | 8622000000-E | 356.000 | SY | \$2.5000 | \$890.00 |
| | GEOTEXTILE FOR DRAINAGE | | | | |
| 0109 | 8657000000-N | 1.000 | LS | \$3,100.0000 | \$3,100.00 |
| | ELASTOMERIC BEARINGS | | | | |
| 0110 | 8892000000-E | 4850.000 | SF | \$58.0000 | \$281,300.00 |
| | GENERIC STRUCTURE ITEM 18" GALVANIZED STEEL SHEET PILE SYSTEM | | | | |
| Section 0004 Total | | | | | \$1,074,891.23 |
| Item Total | | | | | \$2,765,532.28 |

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.

=====

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: 2,765,532.28

Bidder ID: 10294
Business Name: The Tara Group of Lumberton,
INC

Goal: 6.00% (165,931.94)
Total Entered: 6.55% (181,227.75)

| ID | Name | Is Supplier? | Item Count | Amount | Is Complete? |
|-------|---------------------------------------|--------------|------------|-----------|--------------|
| 4761 | TRAFFIC CONTROL SAFETY SERVICES, INC. | False | 6 | 6,294.00 | True |
| 15521 | 4 D CONSTRUCTION | False | 1 | 9,010.00 | True |
| 6189 | PURPOSE DRIVEN SEEDING & MULCHING | False | 20 | 89,423.75 | True |
| 10486 | JAMES L MORGAN TRUCKING INC | False | 1 | 76,500.00 | True |

Name: TRAFFIC CONTROL SAFETY SERVICES, INC. ID: 4761

Address: POST OFFICE BOX 24511 , WINSTON-SALEM, NC 27114

Used As: SubContractor DBE Items Total:\$6,294.00

Items for TRAFFIC CONTROL SAFETY SERVICES, INC.

| 0001 ROADWAY ITEMS | | | | | |
|-----------------------|-------------------------------------|--------|----|-----------|------------|
| 0045 | 4400000000-E | 88.000 | SF | \$25.0000 | \$2,200.00 |
| | WORK ZONE SIGNS (STATIONARY) | | | | |
| 0046 | 4405000000-E | 96.000 | SF | \$9.0000 | \$864.00 |
| | WORK ZONE SIGNS (PORTABLE) | | | | |
| 0047 | 4410000000-E | 36.000 | SF | \$8.0000 | \$288.00 |
| | WORK ZONE SIGNS (BARRICADE MOUNTED) | | | | |
| 0048 | 4430000000-N | 30.000 | EA | \$45.0000 | \$1,350.00 |
| | DRUMS | | | | |
| 0049 | 4435000000-N | 36.000 | EA | \$22.0000 | \$792.00 |
| | CONES | | | | |
| 0050 | 4445000000-E | 32.000 | LF | \$25.0000 | \$800.00 |
| | BARRICADES (TYPE III) | | | | |
| Section 0001 Total | | | | | \$6,294.00 |
| Item Total | | | | | \$6,294.00 |

Name: 4 D CONSTRUCTION ID: 15521

Address: P.O. BOX 806 , MAXTON, NC 28364

Used As: SubContractor DBE Items Total:\$9,010.00

Items for 4 D CONSTRUCTION

| | | | | | |
|--------------------|-------------------------------|-------------|----------|------------|--|
| 0004 | STRUCTURE ITEMS | | | | |
| 0097 | 8147000000-E | 3604.000 SF | \$2.5000 | \$9,010.00 | |
| | REINFORCED CONCRETE DECK SLAB | | | | |
| Section 0004 Total | | | | \$9,010.00 | |
| Item Total | | | | \$9,010.00 | |

Name: PURPOSE DRIVEN SEEDING & MULCHING ID: 6189

Address: 1337 BRAYBOY RD , ROWLAND, NC 28383

Used As: SubContractor DBE Items Total:\$89,423.75

Items for PURPOSE DRIVEN SEEDING & MULCHING

| 0001 ROADWAY ITEMS | | | | | |
|-----------------------|-----------------------------------|----------|-----|--------------|-------------|
| 0062 | 6000000000-E | 5000.000 | LF | \$2.7500 | \$13,750.00 |
| | TEMPORARY SILT FENCE | | | | |
| 0066 | 6015000000-E | 4.500 | ACR | \$975.0000 | \$4,387.50 |
| | TEMPORARY MULCHING | | | | |
| 0067 | 6018000000-E | 400.000 | LB | \$3.0000 | \$1,200.00 |
| | SEED FOR TEMPORARY SEEDING | | | | |
| 0068 | 6021000000-E | 2.000 | TON | \$1,475.0000 | \$2,950.00 |
| | FERTILIZER FOR TEMPORARY SEED-ING | | | | |
| 0070 | 6029000000-E | 2320.000 | LF | \$2.0000 | \$4,640.00 |
| | SAFETY FENCE | | | | |
| 0072 | 6036000000-E | 8000.000 | SY | \$1.6500 | \$13,200.00 |
| | MATTING FOR EROSION CONTROL | | | | |
| 0073 | 6037000000-E | 1750.000 | SY | \$3.2500 | \$5,687.50 |
| | COIR FIBER MAT | | | | |
| 0074 | 6042000000-E | 280.000 | LF | \$2.7500 | \$770.00 |
| | 1/4" HARDWARE CLOTH | | | | |
| 0076 | 6071012000-E | 430.000 | LF | \$10.0000 | \$4,300.00 |
| | COIR FIBER WATTLE | | | | |
| 0077 | 6071020000-E | 20.000 | LB | \$25.0000 | \$500.00 |
| | POLYACRYLAMIDE (PAM) | | | | |
| 0078 | 6084000000-E | 6.000 | ACR | \$2,925.0000 | \$17,550.00 |
| | SEEDING & MULCHING | | | | |
| 0079 | 6087000000-E | 3.000 | ACR | \$200.0000 | \$600.00 |
| | MOWING | | | | |
| 0080 | 6090000000-E | 50.000 | LB | \$15.0000 | \$750.00 |
| | SEED FOR REPAIR SEEDING | | | | |
| 0081 | 6093000000-E | 0.250 | TON | \$1,475.0000 | \$368.75 |
| | FERTILIZER FOR REPAIR SEEDING | | | | |
| 0082 | 6096000000-E | 150.000 | LB | \$12.0000 | \$1,800.00 |
| | SEED FOR SUPPLEMENTAL SEEDING | | | | |
| 0083 | 6108000000-E | 4.250 | TON | \$1,300.0000 | \$5,525.00 |
| | FERTILIZER TOPDRESSING | | | | |
| 0085 | 6114500000-N | 10.000 | MHR | \$90.0000 | \$900.00 |
| | SPECIALIZED HAND MOWING | | | | |
| 0086 | 6117000000-N | 13.000 | EA | \$550.0000 | \$7,150.00 |
| | RESPONSE FOR EROSION CONTROL | | | | |

| | | | | |
|--------------------|--------------------------|-----------|--------------|-------------|
| 0088 | 6126000000-E | 0.700 ACR | \$3,500.0000 | \$2,450.00 |
| | STREAMBANK REFORESTATION | | | |
| 0089 | 6129000000-E | 0.270 ACR | \$3,500.0000 | \$945.00 |
| | WETLAND REFORESTATION | | | |
| Section 0001 Total | | | | \$89,423.75 |
| Item Total | | | | \$89,423.75 |

Name: JAMES L MORGAN TRUCKING INC ID: 10486

Address: 2090 TURKEY TRAP RD SW , SUPPLY, NC 28462

Used As: Manufacturer DBE Items Total:\$76,500.00

Items for JAMES L MORGAN TRUCKING INC

| | | | | | |
|--|--------------|----------|---------------|-------------|-------------|
| 0001 | | | | | |
| ROADWAY ITEMS | | | | | |
| 0005 | 0043000000-N | 1.000 LS | \$76,500.0000 | \$76,500.00 | |
| | GRADING | | | | |
| Note: borrow dirt delivery 8.50 cy @9000 cubic yards | | | | | |
| Section 0001 Total | | | | | \$76,500.00 |
| Item Total | | | | | \$76,500.00 |

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 |
|----------------------|--------------|-------|--|----------------|----------------|------------|
| ROADWAY ITEMS | | | | | | |
| 0001 | 0000100000-N | 800 | MOBILIZATION | Lump Sum LS | 125,000.00 | 125,000.00 |
| 0002 | 0000400000-N | 801 | CONSTRUCTION SURVEYING | Lump Sum LS | 24,000.00 | 24,000.00 |
| 0003 | 0030000000-N | SP | TYPE II MODIFIED APPROACH FILL, STATION ***** (17+46.00 -L-) | Lump Sum LS | 16,800.00 | 16,800.00 |
| 0004 | 0036000000-E | 225 | UNDERCUT EXCAVATION | 300 CY | 14.00 | 4,200.00 |
| 0005 | 0043000000-N | 226 | GRADING | Lump Sum LS | 488,000.00 | 488,000.00 |
| 0006 | 0050000000-E | 226 | SUPPLEMENTARY CLEARING & GRUB- BING | 1 ACR | 1.00 | 1.00 |
| 0007 | 0134000000-E | 240 | DRAINAGE DITCH EXCAVATION | 1,445 CY | 6.45 | 9,320.25 |
| 0008 | 0195000000-E | 265 | SELECT GRANULAR MATERIAL | 600 CY | 25.00 | 15,000.00 |
| 0009 | 0196000000-E | 270 | GEOTEXTILE FOR SOIL STABILIZA- TION | 1,600 SY | 2.30 | 3,680.00 |
| 0010 | 0199000000-E | SP | TEMPORARY SHORING | 260 SF | 64.00 | 16,640.00 |
| 0011 | 0223000000-E | 275 | ROCK PLATING | 1,100 SY | 118.00 | 129,800.00 |
| 0012 | 0318000000-E | 300 | FOUNDATION CONDITIONING MATE- RIAL, MINOR STRUCTURES | 50 TON | 60.00 | 3,000.00 |
| 0013 | 0320000000-E | 300 | FOUNDATION CONDITIONING GEO- TEXTILE | 150 SY | 2.30 | 345.00 |
| 0014 | 0335200000-E | 305 | 15" DRAINAGE PIPE | 64 LF | 41.00 | 2,624.00 |
| 0015 | 0335850000-E | 305 | *** DRAINAGE PIPE ELBOWS (15") | 4 EA | 450.00 | 1,800.00 |
| 0016 | 0366000000-E | 310 | 15" RC PIPE CULVERTS, CLASS III | 276 LF | 51.00 | 14,076.00 |
| 0017 | 0448200000-E | 310 | 15" RC PIPE CULVERTS, CLASS IV | 100 LF | 55.00 | 5,500.00 |
| 0018 | 0995000000-E | 340 | PIPE REMOVAL | 316 LF | 10.00 | 3,160.00 |
| 0019 | 1121000000-E | 520 | AGGREGATE BASE COURSE | 10 TON | 60.00 | 600.00 |

| Line # | ItemNumber | Sec # | Description | Quantity Unit | Unit Bid Price | Amount Bid |
|--------|--------------|-------|---|---------------|----------------|------------|
| 0020 | 1330000000-E | 607 | INCIDENTAL MILLING | 210 SY | 7.00 | 1,470.00 |
| 0021 | 1491000000-E | 610 | ASPHALT CONC BASE COURSE, TYPE B25.0C | 1,650 TON | 89.00 | 146,850.00 |
| 0022 | 1503000000-E | 610 | ASPHALT CONC INTERMEDIATE COURSE, TYPE I19.0C | 880 TON | 99.00 | 87,120.00 |
| 0023 | 1519000000-E | 610 | ASPHALT CONC SURFACE COURSE, TYPE S9.5B | 1,130 TON | 96.00 | 108,480.00 |
| 0024 | 1575000000-E | 620 | ASPHALT BINDER FOR PLANT MIX | 185 TON | 565.00 | 104,525.00 |
| 0025 | 2022000000-E | 815 | SUBDRAIN EXCAVATION | 50 CY | 1.00 | 50.00 |
| 0026 | 2026000000-E | 815 | GEOTEXTILE FOR SUBSURFACE DRAINS | 200 SY | 1.00 | 200.00 |
| 0027 | 2036000000-E | 815 | SUBDRAIN COARSE AGGREGATE | 40 CY | 1.00 | 40.00 |
| 0028 | 2044000000-E | 815 | 6" PERFORATED SUBDRAIN PIPE | 200 LF | 1.00 | 200.00 |
| 0029 | 2070000000-N | 815 | SUBDRAIN PIPE OUTLET | 1 EA | 1.00 | 1.00 |
| 0030 | 2077000000-E | 815 | 6" OUTLET PIPE | 6 LF | 1.00 | 6.00 |
| 0031 | 2286000000-N | 840 | MASONRY DRAINAGE STRUCTURES | 10 EA | 1,580.00 | 15,800.00 |
| 0032 | 2367000000-N | 840 | FRAME WITH TWO GRATES, STD 840.29 | 10 EA | 590.00 | 5,900.00 |
| 0033 | 2556000000-E | 846 | SHOULDER BERM GUTTER | 130 LF | 48.00 | 6,240.00 |
| 0034 | 3030000000-E | 862 | STEEL BEAM GUARDRAIL | 737.5 LF | 27.50 | 20,281.25 |
| 0035 | 3150000000-N | 862 | ADDITIONAL GUARDRAIL POSTS | 10 EA | 11.00 | 110.00 |
| 0036 | 3287000000-N | SP | GUARDRAIL END UNITS, TYPE TL-3 | 4 EA | 3,450.00 | 13,800.00 |
| 0037 | 3317000000-N | SP | GUARDRAIL ANCHOR UNITS, TYPE B-77 | 4 EA | 2,700.00 | 10,800.00 |
| 0038 | 3360000000-E | 863 | REMOVE EXISTING GUARDRAIL | 306 LF | 1.00 | 306.00 |

| Line # | ItemNumber | Sec # | Description | Quantity Unit | Unit Bid Price | Amount Bid |
|--------|--------------|-------|---|---------------|----------------|------------|
| 0039 | 3380000000-E | 862 | TEMPORARY STEEL BEAM GUARDRAIL | 987.5 LF | 8.00 | 7,900.00 |
| 0040 | 3387000000-N | SP | TEMPORARY GUARDRAIL ANCHOR UNITS, TYPE ***** (B-77) | 4 EA | 1,200.00 | 4,800.00 |
| 0041 | 3389150000-N | SP | TEMPORARY GUARDRAIL END UNITS, TYPE ***** (TL-3) | 4 EA | 2,500.00 | 10,000.00 |
| 0042 | 3635000000-E | 876 | RIP RAP, CLASS II | 90 TON | 79.00 | 7,110.00 |
| 0043 | 3649000000-E | 876 | RIP RAP, CLASS B | 150 TON | 74.00 | 11,100.00 |
| 0044 | 3656000000-E | 876 | GEOTEXTILE FOR DRAINAGE | 860 SY | 2.50 | 2,150.00 |
| 0045 | 4400000000-E | 1110 | WORK ZONE SIGNS (STATIONARY) | 88 SF | 25.00 | 2,200.00 |
| 0046 | 4405000000-E | 1110 | WORK ZONE SIGNS (PORTABLE) | 96 SF | 9.00 | 864.00 |
| 0047 | 4410000000-E | 1110 | WORK ZONE SIGNS (BARRICADE MOUNTED) | 36 SF | 8.00 | 288.00 |
| 0048 | 4430000000-N | 1130 | DRUMS | 30 EA | 45.00 | 1,350.00 |
| 0049 | 4435000000-N | 1135 | CONES | 36 EA | 22.00 | 792.00 |
| 0050 | 4445000000-E | 1145 | BARRICADES (TYPE III) | 32 LF | 25.00 | 800.00 |
| 0051 | 4455000000-N | 1150 | FLAGGER | 40 DAY | 278.00 | 11,120.00 |
| 0052 | 4465000000-N | 1160 | TEMPORARY CRASH CUSHIONS | 2 EA | 4,900.00 | 9,800.00 |
| 0053 | 4485000000-E | 1170 | PORTABLE CONCRETE BARRIER | 500 LF | 38.00 | 19,000.00 |
| 0054 | 4490000000-E | 1170 | PORTABLE CONCRETE BARRIER (ANCHORED) | 200 LF | 48.00 | 9,600.00 |
| 0055 | 4650000000-N | 1251 | TEMPORARY RAISED PAVEMENT MARKERS | 18 EA | 10.00 | 180.00 |
| 0056 | 4685000000-E | 1205 | THERMOPLASTIC PAVEMENT MARKING LINES (4", 90 MILS) | 5,272 LF | 2.50 | 13,180.00 |
| 0057 | 4810000000-E | 1205 | PAINT PAVEMENT MARKING LINES (4") | 16,884 LF | 0.45 | 7,597.80 |

| Line # | ItemNumber | Sec # | Description | Quantity Unit | Unit Bid Price | Amount Bid |
|--------|--------------|-------|---|---------------|----------------|------------|
| 0058 | 4850000000-E | 1205 | REMOVAL OF PAVEMENT MARKING LINES (4") | 200 LF | 1.00 | 200.00 |
| 0059 | 4890000000-E | SP | GENERIC PAVEMENT MARKING ITEM POLYUREA PAVEMENT MARKING LINES, 4", 20 MILS (STANDARD GLASS BEADS) | 340 LF | 10.00 | 3,400.00 |
| 0060 | 4895000000-N | SP | GENERIC PAVEMENT MARKING ITEM NON-CAST IRON SNOWPLOWABLE PAVEMENT MARKER | 16 EA | 135.00 | 2,160.00 |
| 0061 | 4900000000-N | 1251 | PERMANENT RAISED PAVEMENT MARKERS | 1 EA | 10.00 | 10.00 |
| 0062 | 6000000000-E | 1605 | TEMPORARY SILT FENCE | 5,000 LF | 2.75 | 13,750.00 |
| 0063 | 6006000000-E | 1610 | STONE FOR EROSION CONTROL, CLASS A | 90 TON | 1.00 | 90.00 |
| 0064 | 6009000000-E | 1610 | STONE FOR EROSION CONTROL, CLASS B | 210 TON | 1.00 | 210.00 |
| 0065 | 6012000000-E | 1610 | SEDIMENT CONTROL STONE | 185 TON | 40.00 | 7,400.00 |
| 0066 | 6015000000-E | 1615 | TEMPORARY MULCHING | 4.5 ACR | 975.00 | 4,387.50 |
| 0067 | 6018000000-E | 1620 | SEED FOR TEMPORARY SEEDING | 400 LB | 3.00 | 1,200.00 |
| 0068 | 6021000000-E | 1620 | FERTILIZER FOR TEMPORARY SEEDING | 2 TON | 1,475.00 | 2,950.00 |
| 0069 | 6024000000-E | 1622 | TEMPORARY SLOPE DRAINS | 515 LF | 6.00 | 3,090.00 |
| 0070 | 6029000000-E | SP | SAFETY FENCE | 2,320 LF | 2.00 | 4,640.00 |
| 0071 | 6030000000-E | 1630 | SILT EXCAVATION | 410 CY | 1.00 | 410.00 |
| 0072 | 6036000000-E | 1631 | MATTING FOR EROSION CONTROL | 8,000 SY | 1.65 | 13,200.00 |
| 0073 | 6037000000-E | SP | COIR FIBER MAT | 1,750 SY | 3.25 | 5,687.50 |
| 0074 | 6042000000-E | 1632 | 1/4" HARDWARE CLOTH | 280 LF | 2.75 | 770.00 |
| 0075 | 6070000000-N | 1639 | SPECIAL STILLING BASINS | 4 EA | 350.00 | 1,400.00 |

| Line # | ItemNumber | Sec # | Description | Quantity Unit | Unit Bid Price | Amount Bid |
|--------|--------------|-------|---|---------------|----------------|------------|
| 0076 | 6071012000-E | SP | COIR FIBER WATTLE | 430 LF | 10.00 | 4,300.00 |
| 0077 | 6071020000-E | SP | POLYACRYLAMIDE (PAM) | 20 LB | 25.00 | 500.00 |
| 0078 | 6084000000-E | 1660 | SEEDING & MULCHING | 6 ACR | 2,925.00 | 17,550.00 |
| 0079 | 6087000000-E | 1660 | MOWING | 3 ACR | 200.00 | 600.00 |
| 0080 | 6090000000-E | 1661 | SEED FOR REPAIR SEEDING | 50 LB | 15.00 | 750.00 |
| 0081 | 6093000000-E | 1661 | FERTILIZER FOR REPAIR SEEDING | 0.25 TON | 1,475.00 | 368.75 |
| 0082 | 6096000000-E | 1662 | SEED FOR SUPPLEMENTAL SEEDING | 150 LB | 12.00 | 1,800.00 |
| 0083 | 6108000000-E | 1665 | FERTILIZER TOPDRESSING | 4.25 TON | 1,300.00 | 5,525.00 |
| 0084 | 6111000000-E | SP | IMPERVIOUS DIKE | 300 LF | 255.00 | 76,500.00 |
| 0085 | 6114500000-N | 1667 | SPECIALIZED HAND MOWING | 10 MHR | 90.00 | 900.00 |
| 0086 | 6117000000-N | SP | RESPONSE FOR EROSION CONTROL | 13 EA | 550.00 | 7,150.00 |
| 0087 | 6117500000-N | SP | CONCRETE WASHOUT STRUCTURE | 2 EA | 125.00 | 250.00 |
| 0088 | 6126000000-E | SP | STREAMBANK REFORESTATION | 0.7 ACR | 3,500.00 | 2,450.00 |
| 0089 | 6129000000-E | 1670 | WETLAND REFORESTATION | 0.27 ACR | 3,500.00 | 945.00 |
| 0090 | 6135000000-E | SP | GENERIC EROSION CONTROL ITEM DISKING | 0.27 ACR | 1,000.00 | 270.00 |
| 0091 | 6135000000-E | SP | GENERIC EROSION CONTROL ITEM RIPPING | 0.27 ACR | 1,000.00 | 270.00 |

| Line # | ItemNumber | Sec # | Description | Quantity Unit | Unit Bid Price | Amount Bid |
|--------|--------------|-------|---|----------------|----------------|------------|
| 0092 | 8007000000-N | 400 | CONSTRUCTION, MAINTENANCE, & REMOVAL OF TEMP STRUCTURE AT STA ***** (17+08.00 -L DET-) | Lump Sum LS | 191,000.00 | 191,000.00 |
| 0093 | 8035000000-N | 402 | REMOVAL OF EXISTING STRUCTURE AT STATION ***** (17+46.00 -L-) | Lump Sum LS | 38,000.00 | 38,000.00 |
| 0094 | 8065000000-N | SP | ASBESTOS ASSESSMENT | Lump Sum LS | 1,600.00 | 1,600.00 |
| 0095 | 8112730000-N | 450 | PDA TESTING | 1 EA | 1,900.00 | 1,900.00 |
| 0096 | 8121000000-N | 412 | UNCLASSIFIED STRUCTURE EXCAVATION AT STATION ***** (17+46.00 -L-) | Lump Sum LS | 3,500.00 | 3,500.00 |
| 0097 | 8147000000-E | 420 | REINFORCED CONCRETE DECK SLAB | 3,604 SF | 46.00 | 165,784.00 |
| 0098 | 8161000000-E | 420 | GROOVING BRIDGE FLOORS | 4,119 SF | 1.51 | 6,219.69 |
| 0099 | 8182000000-E | 420 | CLASS A CONCRETE (BRIDGE) | 77.6 CY | 1,018.00 | 78,996.80 |
| 0100 | 8210000000-N | 422 | BRIDGE APPROACH SLABS, STATION ***** (17+46.00 -L-) | Lump Sum LS | 29,800.00 | 29,800.00 |
| 0101 | 8217000000-E | 425 | REINFORCING STEEL (BRIDGE) | 11,086 LB | 1.81 | 20,065.66 |
| 0102 | 8262000000-E | 430 | 45" PRESTRESSED CONCRETE GIRDERS | 498.5 LF | 280.00 | 139,580.00 |
| 0103 | 8328200000-E | 450 | PILE DRIVING EQUIPMENT SETUP FOR *** STEEL PILES (HP 12 X 53) | 16 EA | 1,275.00 | 20,400.00 |
| 0104 | 8364000000-E | 450 | HP12X53 STEEL PILES | 1,040 LF | 45.00 | 46,800.00 |
| 0105 | 8393000000-N | 450 | PILE REDRIVES | 8 EA | 1.00 | 8.00 |
| 0106 | 8503000000-E | 460 | CONCRETE BARRIER RAIL | 166.67 LF | 124.00 | 20,667.08 |
| 0107 | 8608000000-E | 876 | RIP RAP CLASS II (2'-0" THICK) | 320 TON | 79.00 | 25,280.00 |
| 0108 | 8622000000-E | 876 | GEOTEXTILE FOR DRAINAGE | 356 SY | 2.50 | 890.00 |
| 0109 | 8657000000-N | 430 | ELASTOMERIC BEARINGS | Lump Sum LS | 3,100.00 | 3,100.00 |

Contract Item Sheets For C204629

| Line # | ItemNumber | Sec # | Description | Quantity Unit | Unit Bid Price | Amount Bid |
|--------|--------------|-------|---|---------------|----------------|------------|
| 0110 | 8892000000-E | SP | GENERIC STRUCTURE ITEM 18" GALVANIZED STEEL SHEET PILE SYSTEM | 4,850 SF | 58.00 | 281,300.00 |

TOTAL AMOUNT OF BID FOR ENTIRE PROJECT

\$2,765,532.28

1343/Jan31/Q84239.2799999998/D487508862000/E110

Contract No. C204629
County Brunswick

Rev. 1-16-18

**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 bonafide 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
The Tara Group of Lumberton, INC**

Full name of Corporation

2700 NC HWY 72 W Lumberton, NC 28360

Address as Prequalified

Attest

Sophia H. Brixey
~~Secretary/Assistant Secretary~~
Select appropriate title

By

Charles D. Andrews
~~President/Vice President/Assistant Vice President~~
Select appropriate title

Sophia H. Brixey

Print or type Signer's name

Charles D. Andrews

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. C204629

County (ies): Brunswick

ACCEPTED BY THE
DEPARTMENT OF TRANSPORTATION

DocuSigned by:

Ronald E. Davenport, Jr.

F81B6038A47A442...

Contract Officer

02/07/2022

Date

Execution of Contract and Bonds
Approved as to Form:

DocuSigned by:

Steven Armstrong

5C738C23AF06459...

Attorney General

02/07/2022

Date

Signature Sheet (Bid - Acceptance by Department)

Contract No. C204629
County Brunswick

Rev 5-17-11

Bond Number: 2330902

CONTRACT PAYMENT BOND

Date of Payment Bond Execution January 27, 2022

Name of Principal Contractor The Tara Group of Lumberton Inc.

Name of Surety: North American Specialty Insurance Company

Name of Contracting Body: North Carolina Department of Transportation
Raleigh, North Carolina

Amount of Bond: Two Million Seven Hundred Sixty Five Thousand Five Hundred Thirty Two Dollars—28/100 \$2,765,532.28

Contract ID No.: C204629

County Name: Brunswick

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. C204629
County Brunswick

Rev 5-17-11

CONTRACT PAYMENT BOND

Affix Seal of Surety Company

North American Specialty Insurance Company
Print or type Surety Company Name

By Ronda W. Bush- Attorney-In-Fact
Print, stamp or type name of Attorney-in-Fact



Ronda W. Bush
Signature of Attorney-in-Fact

Joseph Kelly
Signature of Witness

Joseph Kelly
Print or type Signer's name

4777 Sharon Road, Suite 400
Charlotte, NC 28210
Address of Attorney-in-Fact

Contract No.
County

C204629

Brunswick

Rev 5-17-11

CONTRACT PAYMENT BOND

CORPORATION


SIGNATURE OF CONTRACTOR (Principal)

The Tara Group of Lumberton Inc.

Full name of Corporation

2700 N.C. Hwy 72 West, Lumberton, NC 28360

Address as prequalified

By 

Signature of President, Vice President, Assistant Vice President
Select appropriate title

Charles D Andrews
Print or type Signer's name

Affix Corporate Seal

Attest


Signature of Secretary, ~~Assistant Secretary~~
Select appropriate title

Sophia H. Brixey
Print or type Signer's name



Contract No. **C204629**
County **Brunswick**

Rev 5-17-11

Bond Number: 2330902

CONTRACT PERFORMANCE BOND

Date of Performance Bond Execution: **January 27, 2022**

Name of Principal Contractor: **The Tara Group of Lumberton Inc.**

Name of Surety: **North American Specialty Insurance Company**

Name of Contracting Body: **North Carolina Department of Transportation**
Raleigh, North Carolina

Amount of Bond: **Two Million Seven Hundred Sixty Five Thousand Five Hundred Thirty Two Dollars---28/100 \$2,765,532.28**

Contract ID No.: **C204629**

County Name: **Brunswick**

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. C204629
County Brunswick

Rev 5-17-11

CONTRACT PERFORMANCE BOND

Affix Seal of Surety Company

The Tara Group of Lumberton Inc
Print or type Surety Company Name

By Ronda W. Bush
Print, stamp or type name of Attorney-in-Fact



Ronda W. Bush - Attorney-In-Fact
Signature of Attorney-in-Fact

Joseph Kelly
Signature of Witness

Joseph Kelly
Print or type Signer's name

4777 Sharon Road, Ste 400
Charlotte, NC 28210

Address of Attorney-in-Fact

Contract No. C204629
County Brunswick

Rev 5-17-11

CONTRACT PERFORMANCE BOND
CORPORATION

SIGNATURE OF CONTRACTOR (Principal)

The Tara Group of Lumberton Inc.

Full name of Corporation

2700 N.C. Hwy 72 West. Lumberton, NC 28360

Address as prequalified

By 

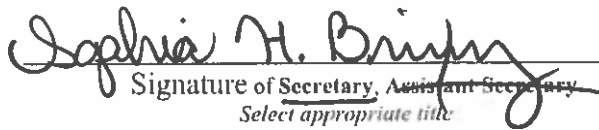
Signature of President, Vice President, Assistant Vice President
Select appropriate title

Charles D. Andrews

Print or type Signer's name

Affix Corporate Seal

Attest


Signature of Secretary, Assistant Secretary
Select appropriate title



Sophia H. Brixey

Print or type Signer's name

SWISS RE CORPORATE SOLUTIONS

NORTH AMERICAN SPECIALTY INSURANCE COMPANY
WASHINGTON INTERNATIONAL INSURANCE COMPANY

GENERAL POWER OF ATTORNEY

KNOW ALL MEN BY THESE PRESENTS, THAT North American Specialty Insurance Company, a corporation duly organized and existing under laws of the State of New Hampshire, and having its principal office in the City of Kansas City, Missouri, and Washington International Insurance Company, a corporation organized and existing under the laws of the State of New Hampshire and having its principal office in the City of Kansas City, Missouri, each does hereby make, constitute and appoint:

KENNETH J. PEEPLES, BOBBI D. PENDLETON, PHOEBE C. HONEYCUTT, HEATHER SEGRIST, CHRISTOPHER A. LYDICK, JULIA C. McELLAGOTT, ADAM PFANMILLER, JASON LEE SAYERS, BROOKE GAGNE, MEGAN S. BARTMAN AND RONDA W. BUSH

JOINTLY OR SEVERALLY

Its true and lawful Attorney(s)-in-Fact, to make, execute, seal and deliver, for and on its behalf and as its act and deed, bonds or other writings obligatory in the nature of a bond on behalf of each of said Companies, as surety, on contracts of suretyship as are or may be required or permitted by law, regulation, contract or otherwise, provided that no bond or undertaking or contract or suretyship executed under this authority shall exceed the amount of:

FIFTY MILLION (\$50,000,000.00) DOLLARS

This Power of Attorney is granted and is signed by facsimile under and by the authority of the following Resolutions adopted by the Boards of Directors of both North American Specialty Insurance Company and Washington International Insurance Company at meetings duly called and held on the 9th of May, 2012:

"RESOLVED, that any two of the Presidents, any Managing Director, any Senior Vice President, any Vice President, any Assistant Vice President, the Secretary or any Assistant Secretary be, and each or any of them hereby is authorized to execute a Power of Attorney qualifying the attorney named in the given Power of Attorney to execute on behalf of the Company bonds, undertakings and all contracts of surety, and that each or any of them hereby is authorized to attest to the execution of any such Power of Attorney and to attach therein the seal of the Company; and it is

FURTHER RESOLVED, that the signature of such officers and the seal of the Company may be affixed to any such Power of Attorney or to any certificate relating thereto by facsimile, and any such Power of Attorney or certificate bearing such facsimile signatures or facsimile seal shall be binding upon the Company when so affixed and in the future with regard to any bond, undertaking or contract of surety to which it is attached."



By [Signature]
Steven P. Anderson, Senior Vice President of Washington International Insurance Company
& Senior Vice President of North American Specialty Insurance Company



By [Signature]
Erik Janssens, Senior Vice President of Washington International Insurance Company
& Senior Vice President of North American Specialty Insurance Company

IN WITNESS WHEREOF, North American Specialty Insurance Company and Washington International Insurance Company have caused their official seals to be hereunto affixed, and these presents to be signed by their authorized officers this 1st day of DECEMBER, 2021.

North American Specialty Insurance Company
Washington International Insurance Company

State of Illinois
County of Cook ss:

On this 1st day of DECEMBER, 2021, before me, a Notary Public personally appeared Steven P. Anderson, Senior Vice President of Washington International Insurance Company and Senior Vice President of North American Specialty Insurance Company and Erik Janssens, Senior Vice President of Washington International Insurance Company and Senior Vice President of North American Specialty Insurance Company, personally known to me, who being by me duly sworn, acknowledged that they signed the above Power of Attorney as officers of and acknowledged said instrument to be the voluntary act and deed of their respective companies.



[Signature]
Yasmin A. Patel, Notary

I, Jeffrey Goldberg, the duly elected Senior Vice President and Assistant Secretary of North American Specialty Insurance Company and Washington International Insurance Company, do hereby certify that the above and foregoing is a true and correct copy of a Power of Attorney given by said North American Specialty Insurance Company and Washington International Insurance Company, which is still in full force and effect.

IN WITNESS WHEREOF, I have set my hand and affixed the seals of the Companies this 27th day of July, 2021.

[Signature]
Jeffrey Goldberg, Senior Vice President & Assistant Secretary of
Washington International Insurance Company & North American Specialty Insurance Company

