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

# CONTRACT AND **CONTRACT BONDS**

FOR CONTRACT NO. C202950

WBS

38375.3.1 BRZ-2019(2)

T.I.P NO.

B-4458

**COUNTY OF** 

**CATAWBA** 

THIS IS THE

ROADWAY & STRUCTURE CONTRACT

**ROUTE NUMBER** 

SR 2019

LENGTH <u>0.478</u> MILES

LOCATION

BRIDGE #95 OVER SOUTH FORK OF CATAWBA RIVER ON SR-2019.

CONTRACTOR

COUNTRY BOY LANDSCAPING INC

ADDRESS

P.O. BOX 290

HARMONY, NC 28634

**BIDS OPENED** 

MARCH 19, 2013

CONTRACT EXECUTION APR 2 3 2013

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

### **PROPOSAL**

DATE AND TIME OF BID OPENING:

MARCH 19, 2013 AT 2:00 PM

**CONTRACT ID** 

C202950

**WBS** 

38375.3.1

FEDERAL-AID NO. BRZ-2019(2)

COUNTY

**CATAWBA** 

T.I.P. NO.

B-4458

MILES

0.478

ROUTE NO.

SR 2019

LOCATION

BRIDGE #95 OVER SOUTH FORK OF CATAWBA RIVER ON SR-2019.

RANSP

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. C202950 IN CATAWBA COUNTY, NORTH CAROLINA

CONTRACT No. C202950 IN CAT	'AWBA COUNTY, NORTH CAROLI
Date	20
DEPARTMENT O	F TRANSPORTATION,
DALFICH N	ODTU CADOLINA

The Bidder has carefully examined the location of the proposed work to be known as Contract No. C202950; 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 2012 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. C202950 in Catawba 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 2012 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

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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 **April 29, 2013**, 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, 2014**.

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 April 29, 2013.

The completion date for this intermediate contract time is June 15, 2014.

The liquidated damages for this intermediate contract time are Eight Hundred Dollars (\$800.00) 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) SPI G14 H

2-20-07) 108 SPI G14 H

The Contractor shall complete the work required of **Phase 2**, **Step 1 through Step 4** as shown on Sheet **TMP-6 and 6A** and shall place and maintain traffic on same.

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

The completion date for this intermediate contract time is the date which is **twenty-one** (21) consecutive calendar days after and including the date the Contractor begins this work.

The liquidated damages are Seven Hundred Fifty Dollars (\$750.00) per calendar day.

#### **PERMANENT VEGETATION ESTABLISHMENT:**

(2-16-12)

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 80% coverage of permanent vegetation 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 2012 Standard Specifications.

Once the Engineer has determined that 80% coverage of permanent vegetation has been established, 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 2012 Standard Specifications. No additional compensation will be made for maintenance and removal of temporary erosion control items.

#### **MAJOR CONTRACT ITEMS:**

(2-19-02)

104

SP1 G28

The following listed items are the major contract items for this contract (see Article 104-5 of the 2012 Standard Specifications):

Line#	Description
7	Borrow Excavation
108	3'-0" x 2'-0" Prestressed Concrete Cored Slabs

#### **SPECIALTY ITEMS:**

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

108-6

SP1 G37

Items listed below will be the specialty items for this contract (see Article 108-6 of the 2012 Standard Specifications).

Line#	Description
37 thru 41	Guardrail
42 thru 45	Fencing
49 thru 51	Signing
61 thru 88	Erosion Control
89	Reforestation
92 thru 97	Drilled Piers

#### **FUEL PRICE ADJUSTMENT:**

(11-15-05) (Rev. 1-17-12)

109-8

SP1 G43

Revise the 2012 Standard Specifications as follows:

#### Page 1-83, Article 109-8, Fuel Price Adjustments, add the following:

The base index price for DIESEL #2 FUEL is \$ 3.2793 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
Asphalt Concrete Base Course, Type	Gal/Ton	2.90
Asphalt Concrete Intermediate Course, Type	Gal/Ton	2.90
Asphalt Concrete Surface Course, Type	Gal/Ton	2.90
Open-Graded Asphalt Friction Course	Gal/Ton	2.90
Sand Asphalt Surface Course, Type	Gal/Ton	2.90
Aggregate for Cement Treated Base Course	Gal/Ton	0.55
Portland Cement for Cement Treated Base Course	Gal/Ton	0.55
Portland Cement Concrete Pavement	Gal/SY	0.245
Concrete Shoulders Adjacent to" Pavement	Gal/SY	0.245

#### SCHEDULE OF ESTIMATED COMPLETION PROGRESS:

(7-15-08) (Rev. 6-19-12)

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:

	Fiscal Year	Progress (% of Dollar Value)
2013	(7/01/12 - 6/30/13)	22% of Total Amount Bid
2014	(7/01/13 - 6/30/14)	78% of Total Amount Bid

The Contractor shall also furnish his own progress schedule in accordance with Article 108-2 of the 2012 Standard Specifications. Any acceleration of the progress as shown by the Contractor's progress schedule over the progress as shown above shall be subject to the approval of the Engineer.

#### **DISADVANTAGED BUSINESS ENTERPRISE:**

(10-16-07)(Rev. 1-17-12)

102-15(J)

SP1 G61

#### **Description**

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

#### **Definitions**

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

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

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

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

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

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

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

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

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

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

#### Forms and Websites Referenced in this Provision

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

DBE-IS Subcontractor Payment Information - Form for reporting the payments made to all DBE firms working on the project. This form is for paper bid projects only. <a href="http://www.ncdot.org/doh/forms/files/DBE-IS.xls">http://www.ncdot.org/doh/forms/files/DBE-IS.xls</a>

RF-1 *DBE Replacement Request Form* - Form for replacing a committed DBE. <a href="https://apps.dot.state.nc.us/">https://apps.dot.state.nc.us/</a> includes/download/external.html?pdf=http%3A//www.ncdot.gov/doh/forms/files/RF-1.pdf

SAF Subcontract Approval Form - Form required for approval to sublet the contract. <a href="http://www.ncdot.org/doh/operations/dp\_chief\_eng/constructionunit/saf.xls">http://www.ncdot.org/doh/operations/dp\_chief\_eng/constructionunit/saf.xls</a>

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.

https://apps.dot.state.nc.us/\_includes/download/external.html?pdf=http%3A//www.ncdot.gov/doh/forms/files/JC-1.pdf

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

http://www.ncdot.org/doh/preconstruct/ps/contracts/letterofintent.pdf

Listing of DBE Subcontractors Form - Form for entering DBE subcontractors on a project that will meet this DBE goal. This form is for paper bids only. <a href="http://www.ncdot.gov/doh/preconstruct/ps/word/MISC2.doc">http://www.ncdot.gov/doh/preconstruct/ps/word/MISC2.doc</a>

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

http://www.ncdot.gov/business/ocs/goodfaith/excel/Ex\_Subcontractor\_Quote\_Comparison.xls

#### **DBE Goal**

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

Disadvantaged Business Enterprises 9.0 %

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

#### **Directory of Transportation Firms (Directory)**

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

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

#### **Listing of DBE Subcontractors**

At the time of bid, bidders shall submit <u>all</u> DBE participation that they anticipate to use during the life of the contract. Only those identified to meet the DBE goal will be considered committed, even though the listing shall include both committed DBE subcontractors and additional DBE subcontractors. Additional DBE subcontractor participation submitted at the time of bid will be used toward the Department's overall race-neutral goal. Only those firms

with current DBE certification at the time of bid opening will be acceptable for listing in the bidder's submittal of DBE participation. The Contractor shall indicate the following required information:

#### (A) Electronic Bids

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

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

#### (B) Paper Bids

Blank forms will not be deemed to represent zero participation. Bids submitted that do not have DBE participation indicated on the appropriate form will not be read publicly during the opening of bids. The Department will not consider these bids for award and the proposal will be rejected.

- (1) If the DBE goal is more than zero,
  - (a) Bidders, at the time the bid proposal is submitted, shall submit a listing of DBE participation, including the names and addresses on *Listing of DBE Subcontractors* contained elsewhere in the contract documents in order for the bid to be considered responsive. Bidders shall indicate the total dollar value of the DBE participation for the contract.
  - (b) If bidders have no DBE participation, they shall indicate this on the *Listing of DBE Subcontractors* by entering the word "None" or the number "0." This form shall be completed in its entirety.
  - (c) The bidder shall be responsible for ensuring that the DBE is certified at the time of bid by checking the Directory of Transportation Firms. If the firm is not certified at the time of the bid-letting, that DBE's participation will not count towards achieving the DBE goal.
- (2) If the DBE goal is zero, bidders, at the time the bid proposal is submitted, shall enter the word "None"; or the number "0"; or if there is participation, add the value on the Listing of DBE Subcontractors contained elsewhere in the contract documents.

#### **DBE Prime Contractor**

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

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

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

#### Written Documentation - Letter of Intent

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

The documentation shall be received in the office of the State Contractor Utilization Engineer or at DBE@ncdot.gov no later than 12:00 noon 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 12:00 noon on the next official state business day.

If the bidder fails to submit the Letter of Intent from each committed DBE to be used toward the DBE goal, or if the form is incomplete (i.e. both signatures are not present), the DBE participation will not count toward meeting the DBE goal. If the lack of this participation drops the commitment below the DBE goal, the Contractor shall submit evidence of good faith efforts, completed in its entirety, to the State Contractor Utilization Engineer or DBE@ncdot.gov no later than 12:00 noon 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 12:00 noon on the next official state business day.

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

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

A hard copy and an electronic copy of this information shall be received in the office of the State Contractor Utilization Engineer or at DBE@ncdot.gov no later than 12:00 noon 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 the next official state business day. If the contractor cannot send the information electronically, then one complete set and 9 copies of this information shall be received under the same time constraints above.

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

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

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

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

- (A) Soliciting through all reasonable and available means (e.g. attendance at pre-bid meetings, advertising and/or written notices through the use of the NCDOT Directory of Transportation Firms) the interest of all certified DBEs who have the capability to perform the work of the contract. The bidder must solicit this interest within at least 10 days prior to bid opening to allow the DBEs to respond to the solicitation. Solicitation shall provide the opportunity to DBEs within the Division and surrounding Divisions where the project is located. The bidder must determine with certainty if the DBEs are interested by taking appropriate steps to follow up initial solicitations.
- (B) Selecting portions of the work to be performed by DBEs in order to increase the likelihood that the DBE goals will be achieved. This includes, where appropriate, breaking out contract work items into economically feasible units to facilitate DBE participation, even when the prime contractor might otherwise prefer to perform these work items with its own forces.
- (C) Providing interested DBEs with adequate information about the plans, specifications, and requirements of the contract in a timely manner to assist them in responding to a solicitation.

- (D) (1) Negotiating in good faith with interested DBEs. It is the bidder's responsibility to make a portion of the work available to DBE subcontractors and suppliers and to select those portions of the work or material needs consistent with the available DBE subcontractors and suppliers, so as to facilitate DBE participation. Evidence of such negotiation includes the names, addresses, and telephone numbers of DBEs that were considered; a description of the information provided regarding the plans and specifications for the work selected for subcontracting; and evidence as to why additional agreements could not be reached for DBEs to perform the work.
  - (2) A bidder using good business judgment would consider a number of factors in negotiating with subcontractors, including DBE subcontractors, and would take a firm's price and capabilities as well as contract goals into consideration. However, the fact that there may be some additional costs involved in finding and using DBEs is not in itself sufficient reason for a bidder's failure to meet the contract DBE goal, as long as such costs are reasonable. Also, the ability or desire of a prime contractor to perform the work of a contract with its own organization does not relieve the bidder of the responsibility to make good faith efforts. Bidding contractors are not, however, required to accept higher quotes from DBEs if the price difference is excessive or unreasonable.
- (E) Not rejecting DBEs as being unqualified without sound reasons based on a thorough investigation of their capabilities. The bidder's standing within its industry, membership in specific groups, organizations, or associates and political or social affiliations (for example, union vs. non-union employee status) are not legitimate causes for the rejection or non-solicitation of bids in the bidder's efforts to meet the project goal.
- (F) Making efforts to assist interested DBEs in obtaining bonding, lines of credit, or insurance as required by the recipient or bidder.
- (G) Making efforts to assist interested DBEs in obtaining necessary equipment, supplies, materials, or related assistance or services.
- (H) Effectively using the services of available minority/women community organizations; minority/women contractors' groups; Federal, State, and local minority/women business assistance offices; and other organizations as allowed on a case-by-case basis to provide assistance in the recruitment and placement of DBEs. Contact within 7 days from the bid opening the Business Development Manager in the Business Opportunity and Work Force Development Unit to give notification of the bidder's inability to get DBE quotes.
- (I) Any other evidence that the bidder submits which shows that the bidder has made reasonable good faith efforts to meet the DBE goal.

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

(1) Whether the bidder's documentation reflects a clear and realistic plan for achieving the DBE goal.

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

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

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

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

#### **Counting DBE Participation Toward Meeting DBE Goal**

### (A) Participation

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

#### (B) Joint Checks

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

#### (C) Subcontracts (Non-Trucking)

A DBE may enter into subcontracts. Work that a DBE subcontracts to another DBE firm may be counted toward the contract goal requirement. Work that a DBE subcontracts to a non-DBE firm does <u>not</u> count toward the contract goal requirement.

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

#### (D) Joint Venture

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

#### (E) Suppliers

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

#### (F) Manufacturers and Regular Dealers

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

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

#### **Commercially Useful Function**

#### (A) DBE Utilization

The Contractor may count toward its contract goal requirement only expenditures to DBEs that perform a commercially useful function in the work of a contract.

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

#### (B) DBE Utilization in Trucking

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

- (1) The DBE shall be responsible for the management and supervision of the entire trucking operation for which it is responsible on a particular contract, and there shall not be a contrived arrangement for the purpose of meeting DBE goals.
- (2) The DBE shall itself own and operate at least one fully licensed, insured, and operational truck used on the contract.
- (3) The DBE receives credit for the total value of the transportation services it provides on the contract using trucks it owns, insures, and operates using drivers it employs.
- (4) The DBE may subcontract the work to another DBE firm, including an owner-operator who is certified as a DBE. The DBE who subcontracts work to another DBE receives credit for the total value of the transportation services the subcontracted DBE provides on the contract.
- (5) The DBE may also subcontract the work to a non-DBE firm, including from an owner-operator. The DBE who subcontracts the work to a non-DBE is entitled to credit for the total value of transportation services provided by the non-DBE subcontractor not to exceed the value of transportation services provided by DBE-owned trucks on the contract. Additional participation by non-DBE subcontractors receives credit only for the fee or commission it receives as a result of the subcontract arrangement. The value of services performed under subcontract agreements between the DBE and the Contractor will not count towards the DBE contract requirement.
- (6) A DBE may lease truck(s) from an established equipment leasing business open to the general public. The lease must indicate that the DBE has exclusive use of and control over the truck. This requirement does not preclude the leased truck

from working for others during the term of the lease with the consent of the DBE, so long as the lease gives the DBE absolute priority for use of the leased truck. This type of lease may count toward the DBE's credit as long as the driver is under the DBE's payroll.

(7) Subcontracted/leased trucks shall display clearly on the dashboard the name of the DBE that they are subcontracted/leased to and their own company name if it is not identified on the truck itself. Magnetic door signs are not permitted.

#### **DBE** Replacement

When a Contractor has relied on a commitment to a DBE firm (or an approved substitute DBE firm) to meet all or part of a contract goal requirement, the contractor shall not terminate the DBE for convenience. This includes, but is not limited to, instances in which the Contractor seeks to perform the work of the terminated subcontractor with another DBE subcontractor, a non-DBE subcontractor, or with the Contractor's own forces or those of an affiliate. A DBE may only be terminated after receiving the Engineer's written approval based upon a finding of good cause for the termination.

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

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

### (A) Performance Related Replacement

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

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

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

- (3) A list of reasons why DBE quotes were not accepted.
- (4) Efforts made to assist the DBEs contacted, if needed, in obtaining bonding or insurance required by the Contractor.

#### (B) Decertification Replacement

- (1) When a committed DBE is decertified by the Department after the SAF (Subcontract Approval Form) has been received by the Department, the Department will not require the Contractor to solicit replacement DBE participation equal to the remaining work to be performed by the decertified firm. The participation equal to the remaining work performed by the decertified firm will count toward the contract goal requirement.
- When a committed DBE is decertified prior to the Department receiving the SAF (Subcontract Approval Form) for the named DBE firm, the Contractor shall take all necessary and reasonable steps to replace the DBE subcontractor with another DBE subcontractor to perform at least the same amount of work to meet the DBE goal requirement. If a DBE firm is not found to do the same amount of work, a good faith effort must be submitted to NCDOT (see A herein for required documentation).

#### Changes in the Work

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

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

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

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

#### **Reports and Documentation**

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

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

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

#### **Reporting Disadvantaged Business Enterprise Participation**

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

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

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

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

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

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

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

#### (A) Electronic Bids Reporting

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

#### (B) Paper Bids Reporting

The Contractor shall report the accounting of payments on the Department's DBE-IS (Subcontractor Payment Information) with each invoice. Invoices will not be processed for payment until the DBE-IS is received.

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

Failure to meet contract requirements in accordance with Subarticle 102-15(J) of the 2012 Standard Specifications may be cause to disqualify the Contractor.

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

(3-21-90)

SP1 G85

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

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

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

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

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

11-22-94

108-5

SPI G100

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

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

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

#### **SUBMISSION OF RECORDS - FEDERAL-AID PROJECTS:**

(7-17-07) (8-21-12)

SP1 G103

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

This project is located on a roadway classified as a local road or rural minor collector, therefore the requirements of Paragraph IV - Davis Bacon and Related Act Provisions are exempt from this contract.

#### **SUBSURFACE INFORMATION:**

(7-1-95)

450

SP1 G112 D

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

#### LOCATING EXISTING UNDERGROUND UTILITIES:

(3-20-12)

105

SP1 G115

Revise the 2012 Standard Specifications as follows:

#### Page 1-43, Article 105-8, line 28, after the first sentence, add the following:

Identify excavation locations by means of pre-marking with white paint, flags, or stakes or provide a specific written description of the location in the locate request.

#### MAINTENANCE OF THE PROJECT:

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

104-10

SP1 G125

Revise the 2012 Standard Specifications as follows:

Page 1-35, 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 1-35, 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 1-35, 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.

#### **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.

# GIFTS FROM VENDORS AND CONTRACTORS:

SP1 G152

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

- Have a contract with a governmental agency; or (A)
- (B) Have performed under such a contract within the past year; or
- (C) Anticipate bidding on such a contract in the future.

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

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

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

(1-16-07) (Rev 9-18-12)

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, twice weekly for construction related *Federal Clean Water Act*, *Section 303(d)* impaired streams with turbidity violations, and within 24 hours after a significant rainfall event of 0.5 inch that occurs within a 24 hour period.
  - (c) Maintain an onsite rain gauge or use the Department's Multi-Sensor Precipitation Estimate website to maintain a daily record of rainfall amounts and dates.
  - (d) Maintain erosion and sediment control/stormwater inspection records for review by Department and Regulatory personnel upon request.
  - (e) Implement approved reclamation plans on all borrow pits, waste sites and staging areas.
  - (f) Maintain a log of turbidity test results as outlined in the Department's Procedure for Monitoring Borrow Pit Discharge.
  - (g) Provide secondary containment for bulk storage of liquid materials.
  - (h) Provide training for employees concerning general erosion and sediment control/stormwater awareness, the Department's NPDES Stormwater Permit NCS000250 requirements, and the applicable requirements of the *General Permit, NCG010000*.
  - (i) Report violations of the NPDES permit to the Engineer immediately who will notify the Division of Water Quality Regional Office within 24 hours of becoming aware of the violation.

- (3) Quality Control Program Maintain a quality control program to control erosion, prevent sedimentation and follow provisions/conditions of permits. The quality control program shall:
  - (a) Follow permit requirements related to the Contractor and subcontractors' construction activities.
  - (b) Ensure that all operators and subcontractors on site have the proper erosion and sediment control/stormwater certification.
  - (c) Notify the Engineer when the required certified erosion and sediment control/stormwater personnel are not available on the job site when needed.
  - (d) Conduct the inspections required by the NPDES permit.
  - (e) Take corrective actions in the proper timeframe as required by the NPDES permit for problem areas identified during the NPDES inspections.
  - (f) Incorporate erosion control into the work in a timely manner and stabilize disturbed areas with mulch/seed or vegetative cover on a section-by-section basis.
  - (g) Use flocculants approved by state regulatory authorities where appropriate and where required for turbidity and sedimentation reduction.
  - (h) Ensure proper installation and maintenance of temporary erosion and sediment control devices.
  - (i) Remove temporary erosion or sediment control devices when they are no longer necessary as agreed upon by the Engineer.
  - (j) The Contractor's quality control and inspection procedures shall be subject to review by the Engineer. Maintain NPDES inspection records and make records available at all times for verification by the Engineer.
- (B) Certified Foreman At least one Certified Foreman shall be onsite for each type of work listed herein during the respective construction activities to control erosion, prevent sedimentation and follow permit provisions:
  - (1) Foreman in charge of grading activities
  - (2) Foreman in charge of bridge or culvert construction over jurisdictional areas
  - (3) Foreman in charge of utility activities

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

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

- (C) Certified Installers Provide at least one onsite, Level I Certified Installer for each of the following erosion and sediment control/stormwater crew:
  - (1) Seeding and Mulching
  - (2) Temporary Seeding
  - (3) Temporary Mulching
  - (4) Sodding
  - (5) Silt fence or other perimeter erosion/sediment control device installations
  - (6) Erosion control blanket installation
  - (7) Hydraulic tackifier installation
  - (8) Turbidity curtain installation
  - (9) Rock ditch check/sediment dam installation
  - (10) Ditch liner/matting installation
  - (11) Inlet protection
  - (12) Riprap placement
  - (13) Stormwater BMP installations (such as but not limited to level spreaders, retention/detention devices)
  - (14) Pipe installations within jurisdictional areas
  - If a Level I Certified Installer is not onsite, the Contractor may substitute a Level II Foreman for a Level I Installer, provided the Level II Foreman is not tasked to another crew requiring Level II Foreman oversight.
- (D) Certified Designer Include the certification number of the Level III-B Certified Designer on the erosion and sediment control/stormwater component of all reclamation plans and if applicable, the certification number of the Level III-A Certified Designer on the design of the project erosion and sediment control/stormwater plan.

#### **Preconstruction Meeting**

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

#### **Ethical Responsibility**

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

#### **Revocation or Suspension of Certification**

Upon recommendation of the Chief Engineer to the certification entity, certification for Supervisor, Certified Foremen, Certified Installers and Certified Designer may be revoked or suspended with the issuance of an Immediate Corrective Action (ICA), Notice of

Violation (NOV), or Cease and Desist Order for erosion and sediment control/stormwater related issues.

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

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

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

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

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

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

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

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

#### Measurement and Payment

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

#### PROCEDURE FOR MONITORING BORROW PIT DISCHARGE:

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

105-16, 230, 801

SP1 G181

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

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

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

During the Environmental Assessment required by Article 230-4 of the 2012 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 <a href="http://www.ncdot.gov/doh/operations/dp\_chief\_eng/roadside/fieldops/downloads/Files/TurbidityReductionOptionSheet.pdf">http://www.ncdot.gov/doh/operations/dp\_chief\_eng/roadside/fieldops/downloads/Files/TurbidityReductionOptionSheet.pdf</a> 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.

#### **EMPLOYMENT:**

(11-15-11) (Rev. 1-17-12)

108, 102

SP1 G184

Revise the 2012 Standard Specifications as follows:

Page 1-20, Subarticle 102-15(O), delete and replace with the following:

(O) Failure to restrict a former Department employee as prohibited by Article 108-5.

Page 1-65, Article 108-5 Character of Workmen, Methods, and Equipment, line 32, delete all of line 32, the first sentence of the second paragraph and the first word of the second sentence of the second paragraph.

### STATE HIGHWAY ADMINISTRATOR TITLE CHANGE:

(9-18-12

SP1 G185

Revise the 2012 Standard Specifications as follows:

Replace all references to "State Highway Administrator" with "Chief Engineer".

#### **PROJECT SPECIAL PROVISIONS**

#### **ROADWAY**

#### **CLEARING AND GRUBBING - METHOD III:**

(4-6-06) (Rev. 1-17-12)

200

SP2 R02B

Perform clearing on this project to the limits established by Method "III" shown on Standard Drawing No. 200.03 of the 2012 Roadway Standard Drawings.

#### **BURNING RESTRICTIONS:**

 $\overline{(7-1-95)}$ 

200, 210, 215

SP2 R05

Open burning is not permitted on any portion of the right-of-way limits established for this project. Do not burn the clearing, grubbing or demolition debris designated for disposal and generated from the project at locations within the project limits, off the project limits or at any waste or borrow sites in this county. Dispose of the clearing, grubbing and demolition debris by means other than burning, according to state or local rules and regulations.

#### **LUMP SUM GRADING:**

(8-17-10)

226

SP2 R16

Lump sum grading shall be performed in accordance with Section 226 Comprehensive Grading of the 2012 Standard Specifications except as follows:

Delete all references to Section 230, Borrow Excavation.

#### SHOULDER AND FILL SLOPE MATERIAL:

 $\overline{(5-21-02)}$ 

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 2012 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 *2012 Standard Specifications* for *Borrow Excavation*.

#### **PIPE INSTALLATION:**

 $\overline{(11-20-12)}$ 

300

SP3 R01

Revise the 2012 Standard Specifications as follows:

#### Page 3-1, Article 300-2, Materials, line 23-24, replace sentence with:

Provide foundation conditioning geotextile in accordance with Section 1056 for Type 4 geotextile.

#### **BRIDGE APPROACH FILLS:**

(10-19-10) (Rev. 1-17-12) 422 SP4 R02

#### **Description**

Bridge approach fills include bridge approach fills for sub regional tier bridges and reinforced bridge approach fills. Construct bridge approach fills in accordance with the contract and Standard Drawing No. 422.10 or 422.11 of the 2012 Roadway Standard Drawings. Define "geosynthetics" as geotextiles or geomembranes.

#### Materials

Refer to Division 10 of the 2012 Standard Specifications.

Item	Section
Anchor Pins	1056-2
Geotextiles	1056
Portland Cement Concrete	1000
Select Material	1016
Subsurface Drainage Materials	1044
Wire Staples	1060-8(D)

For bridge approach fills for sub regional tier bridges, provide Type 1 geotextile for filtration geotextiles. For reinforced bridge approach fills, provide Type 5 geotextile for geotextile reinforcement and Type 1 geotextile and No. 78M stone for drains. Use Class B concrete for concrete pads.

Use Class III or V select material for reinforced bridge approach fills and only Class V select material (standard size No. 78M stone) for bridge approach fills for sub regional tier bridges. Provide PVC pipes, fittings and outlet pipes for subsurface drainage materials. For drains and PVC pipes behind end bents, use pipes with perforations that meet AASHTO M 278.

Use PVC, HDPE or linear low density polyethylene (LLDPE) geomembranes for reinforced bridge approach fills. For PVC geomembranes, provide grade PVC30 geomembranes that meet ASTM D7176. For HDPE and LLDPE geomembranes, use geomembranes with a nominal thickness of at least 30 mils that meet Geosynthetic Research Institute Standard Specifications GM13 or GM17, respectively. Handle and store geomembranes in accordance with Article 1056-2 of the 2012 Standard Specifications. Provide material certifications for geomembranes in accordance with Article 1056-3 of the 2012 Standard Specifications.

#### **Construction Methods**

Excavate as necessary for bridge approach fills in accordance with the contract. Notify the Engineer when foundation excavation is complete. Do not place geomembranes or filtration geotextiles until excavation dimensions and foundation material are approved. Attach geomembranes and filtration geotextiles to end bent cap back and wing walls with adhesives, tapes or other approved methods. Glue or weld geomembrane seams to prevent leakage.

For reinforced bridge approach fills, place geotextile reinforcement within 3" of locations shown in Standard Drawing No. 422.10 of the 2012 Roadway Standard Drawings and in slight tension free of kinks, folds, wrinkles or creases. Install geotextile reinforcement with the orientation, dimensions and number of layers shown in Standard Drawing No. 422.10 of the 2012 Roadway Standard Drawings. Place first layer of geotextile reinforcement directly on geomembranes with no void or material in between. Install geotextile reinforcement with the machine direction (MD) parallel to the roadway centerline. The MD is the direction of the length or long dimension of the geotextile roll. Do not splice or overlap geotextile reinforcement in the MD so seams are perpendicular to the roadway centerline. Wrap geotextile reinforcement at end bent cap back and wing walls as shown in Standard Drawing No. 422.10 of the 2012 Roadway Standard Drawings and directed by the Engineer. Extend geotextile reinforcement at least 4 ft back behind end bent cap back and wing walls into select material.

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 geosynthetics.

For reinforced bridge approach fills, construct one foot square drains consisting of 4" diameter continuous perforated PVC pipes surrounded by No. 78M stone wrapped in Type 1 geotextiles. Install drains in accordance with Standard Drawing No. 422.10 of the 2012 Roadway Standard Drawings. For bridge approach fills for sub regional tier bridges, install 4" diameter continuous perforated PVC drain pipes in accordance with Standard Drawing No. 422.11 of the 2012 Roadway Standard Drawings.

Use solvent cement to connect PVC pipes so joints do not leak. Connect perforated pipes to outlet pipes just behind wing walls. Provide drain pipes and drains with positive drainage towards outlets. Place pipe sleeves in or under wing walls for outlet pipes so positive drainage is maintained. Use sleeves that can withstand wing wall loads.

Place select material in 8" to 10" thick lifts. Use only hand operated compaction equipment to compact select material for bridge approach fills. Compact Class III select material in accordance with Subarticle 235-3(C) of the 2012 Standard Specifications. Compact No. 78M stone with a vibratory compactor to the satisfaction of the Engineer. Do not displace or damage geosynthetics, drain pipes or drains when placing and compacting select material. End dumping directly on geosynthetics is not permitted. Do not operate heavy equipment on geosynthetics, drain pipes or drains until they are covered with at least 8" of select material. Replace any damaged geosynthetics, drain pipes or drains to the satisfaction of the Engineer.

Cover open ends of outlet pipes with rodent screens as shown in Standard Drawing No. 815.03 of the 2012 Roadway Standard Drawings. Connect ends of outlet pipes to concrete pads or existing drainage structures as directed by the Engineer. Construct concrete pads with an Ordinary surface finish that meets Subarticle 825-6(B) of the 2012 Standard Specifications.

#### **Measurement and Payment**

Reinforced Bridge Approach Fill, Station \_\_\_\_\_ will be paid at the contract lump sum price. The contract lump sum price for Reinforced Bridge Approach Fill, Station \_\_\_\_ will be full compensation for labor, tools, equipment and reinforced bridge approach fill materials, excavating, backfilling, hauling and removing excavated materials, compacting select material, connecting outlet pipes to existing drainage structures and supplying select materials, geosynthetics, drains, pipe sleeves and outlet components and any incidentals necessary to construct all reinforced bridge approach fills at each bridge.

Bridge Approach Fill - Sub Regional Tier, Station \_\_\_\_ will be paid at the contract lump sum price. The contract lump sum price for Bridge Approach Fill - Sub Regional Tier, Station \_\_\_ will be full compensation for labor, tools, equipment and bridge approach fill materials, excavating, backfilling, hauling and removing excavated materials, compacting No. 78M stone, connecting outlet pipes to existing drainage structures and supplying No. 78M stone, filtration geotextiles, drain pipes, pipe sleeves and outlet components and any incidentals necessary to construct all bridge approach fills at each sub regional tier bridge.

Payment will be made under:

Pay Item	Pay Unit
Reinforced Bridge Approach Fill, Station	Lump Sum
Bridge Approach Fill - Sub Regional Tier, Station	Lump Sum

# ASPHALT PAVEMENTS - SUPERPAVE:

(6-19-12)

SP6 R01

Revise the 2012 Standard Specifications as follows:

Page 6-3, Article 605-7 APPLICATION RATES AND TEMPERATURES, replace this article, including Table 601-1, with the following:

Apply tack coat uniformly across the existing surface at target application rates shown in Table 605-1.

TABLE 605-1 APPLICATION RATES FOR TACK COAT	
Existing Surface	Target Rate (gal/sy)
	Emulsified Asphalt
New Asphalt	$0.04 \pm 0.01$
Oxidized or Milled Asphalt	$0.06 \pm 0.01$
Concrete	$0.08 \pm 0.01$

Apply tack coat at a temperature within the ranges shown in Table 605-2. Tack coat shall not be overheated during storage, transport or at application.

TABLE 605-2 APPLICATION TEMPERATURE FOR TACK COAT	
Asphalt Material	Temperature Range
Asphalt Binder, Grade PG 64-22	350 - 400°F
Emulsified Asphalt, Grade RS-1H	130 - 160°F
Emulsified Asphalt, Grade CRS-1	130 - 160°F
Emulsified Asphalt, Grade CRS-1H	130 - 160°F
Emulsified Asphalt, Grade HFMS-1	130 - 160°F
Emulsified Asphalt, Grade CRS-2	130 - 160°F

Page 6-18, Article 610-1 DESCRIPTION, lines 40-41, delete the last sentence of the last paragraph.

Page 6-19, Subarticle 610-3(A) Mix Design-General, line 5, add the following as the first paragraph:

Warm mix asphalt (WMA) is allowed for use at the Contractor's option in accordance with the NCDOT Approved Products List for WMA Technologies available at: http://www.ncdot.org/doh/operations/materials/pdf/wma.pdf.

# ASPHALT BINDER CONTENT OF ASPHALT PLANT MIXES: (11-21-00) (Rev. 7-17-12) 609

SP6 R15

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

Asphalt Concrete Base Course	Type B 25.0	4.4%
Asphalt Concrete Intermediate Course	Type I 19.0	4.8%
Asphalt Concrete Surface Course	Type S 4.75A	6.8%
Asphalt Concrete Surface Course	Type SA-1	6.8%
Asphalt Concrete Surface Course	Type SF 9.5A	6.7%
Asphalt Concrete Surface Course	Type S 9.5	6.0%
Asphalt Concrete Surface Course	Type S 12.5	5.6%

The actual asphalt binder content will be established during construction by the Engineer within the limits established in the 2012 Standard Specifications.

#### **ASPHALT PLANT MIXTURES:**

(7-1-95)

609

SP6 R20

Place asphalt concrete base course material in trench sections with asphalt pavement spreaders made for the purpose or with other equipment approved by the Engineer.

## 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 2012 Standard Specifications.

The base price index for asphalt binder for plant mix is \$ 546.56 per ton.

This base price index represents an average of F.O.B. selling prices of asphalt binder at supplier's terminals on February 1, 2013.

#### FINAL SURFACE TESTING NOT REQUIRED:

(5-18-04) (Rev. 5-15-12)

610

SP6 R45

Final surface testing is not required on this project.

#### **GUARDRAIL ANCHOR UNITS, TYPE 350:**

(4-20-04) (Rev. 8-16-11)

862

SP8 R65

#### **Description**

Furnish and install guardrail anchor units in accordance with the details in the plans, the applicable requirements of Section 862 of the 2012 Standard Specifications, and at locations shown in the plans.

#### **Materials**

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

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

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

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

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

Prior to installation the Contractor shall submit to the Engineer:

(A) FHWA acceptance letter for each guardrail anchor unit certifying it meets the requirements of NCHRP Report 350, Test Level 3, in accordance with Article 106-2 of the 2012 Standard Specifications.

(B) Certified working drawings and assembling instructions from the manufacturer for each guardrail anchor unit in accordance with Article 105-2 of the 2012 Standard Specifications.

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

#### **Construction Methods**

Guardrail end delineation is required on all approach and trailing end sections for both temporary and permanent installations. Guardrail end delineation consists of yellow reflective sheeting applied to the entire end section of the guardrail in accordance with Article 1088-3 of the 2012 Standard Specifications and is incidental to the cost of the guardrail anchor unit.

## **Measurement and Payment**

Measurement and payment will be made in accordance with Article 862-6 of the 2012 Standard Specifications.

Payment will be made under:

Pay Item Guardrail Anchor Units, Type 350 Pay Unit Each MATERIALS: (2-21-12) (Rev. 3-19-13)

1000, 1005, 1078, 1080, 1081, 1087, 1092

SP10 R01

Revise the 2012 Standard Specifications as follows:

## Page 10-1, Article 1000-1, DESCRIPTION, line 14, add the following:

Use materials which do not produce a mottled appearance through rusting or other staining of the finished concrete surface.

Page 10-5, Table 1000-1, REQUIREMENTS FOR CONCRETE, replace with the following:

			REQ	TA UIREME	BLE 1000 NTS FOR		CRETE				
	<b>.</b>	Maxin		er-Cement		Con	sistency . Slump		Cement	Content	
Class of Concrete	Min. Comp. Strength at 28 days	Air-En Cond		Non Entra Cond	ained	Vibrated	Non- Vibrated	Vib	rated	Non- V	'ibrated
<b>0</b> 0,	Min St at	Rounded Aggregate	Angular Aggre- gate	Rounded Aggregate	Angular Aggre- gate	Vib	Vib	Min.	Max.	Min.	Max.
Units	psi			.,,,,,,,,,,,,,,,,,,,	· · · · · · · · · · · · · · · · · · ·	inch	inch	lb/cy	lb/cy	lb/cy	lb/cy
AA	4,500	0.381	0.426	-	-	3.5	-	639	715	-	-
AA Slip Form	4,500	0.381	0.426	-	-	1.5	-	639	715	-	-
Drilled Pier	4,500	<u>-</u>	-	0.450	0.450	-	5-7 dry 7-9 wet	-	-	640	800
Α	3,000	0.488	0.532	0.550	0.594	3.5	4	564	-	602	-
В	2,500	0.488	0.567	0.559	0.630	2.5	4	508	-	545	-
B Slip Formed	2,500	0.488	0.567		-	1.5	-	508	-	-	-
Sand Light- weight	4,500	-	0.420	-	-	4	-	715	-	-	-
Latex Modified	3,000 7 day	0.400	0.400		-	6	-	658	-	-	-
Flowable Fill excavatable	150 max. at 56 days	as needed	as needed	as needed	as needed	-	Flow- able	-	-	40	100
Flowable Fill non-excavatable	125	as needed	as needed	as needed	as needed	_	Flow- able	_	_	100	as needed
Pavement	4,500 design, field 650 flexural, design only	0.559	0.559	· -	-	1.5 slip form 3.0 hand place	•	526		•	-
Precast	See Table 1077-1	as needed	as needed	-	_	6	as needed	as needed	as needed	as needed	as needed
Prestress	per contract	See Table 1078-1	See Table 1078-1	er e trocomercia done la cuminación com	-	8	-	564	as needed	_	-

Page 10-23, Table 1005-1, AGGREGATE GRADATION-COARSE AGGREGATE, replace with the following:

en en erre dese refere emereraren en entre en		Std. Size#	4	467M	5	57	57M	6M	67	78M	14M	9	ABC	ABC (M)	Light- weight
***************************************		2"	100	100	•	ı	•	ı	,	1	ı	ı	•	ı	The second secon
		1 1/2"	90- 100	95- 100	100	100	100	ı	ı	L	•		100	100	•
AGG		1"	20- 55	1	90- 100	95- 100	95- 100	100	100	-	ı	ı	75- 97	75- 100	ı
REG.	P	3/4"	0-15	35- 70	20- 55	ı	1	90- 100	90- 100	100	ı	ı		ı	•
ATE (	Percentage of Total by Weight Passing	1/2"	-		0-10	25- 60	25- 45	20- 55	I.	9 <b>8-</b> 100	•	•	55- 80	45- 79	100
FRAD	tage o	3/8"	0-5	0-30	0-5	1	•	0-20	20- 55	75- 100	100	100	1	. 1	80 <b>-</b>
DATION - CO.	f Tota	#	•	0-5	•	0-10	0-10	0-8	0-10	20- 45	35- 70	85 <b>-</b>	35- 55	20- 40	5- 40
)N - C	ıl by V	<b>#</b>	•	ı	ı	0-5	0-5	•	0-5	0-15	5-20	4 6 6	ı	ı	0-20
OAR	Veigh:	#10		ı	ı	•	•	•	•		ı		25- 45	0- 25	•
SE A(	t Pass	#16	1	I.	ı	1	•	•		•	0-8	0-10	ı	1	0-10
GRE	ing	#40	•	•	1	ı	•	•	1	•	ı	1	14- 30	•	•
AGGREGATE GRADATION - COARSE AGGREGATE		#200	A	Α	Α	Α	Α	Α	A	Α	Α	Α	4- 12 <sup>8</sup>	0- 12 <sup>B</sup>	0-2.5
		Remarks	Asphalt Plant Mix	Asphalt Plant Mix	AST, Sediment Control Ston	AST, Str. Concrete, Shoulder Drain, Sediment Control Stone	AST, Concrete Pavement	AST	AST, Str. Concrete, Asphalt Plant Mix	Asphalt Plant Mix, AST, Str. Conc, Weep Hole Drain	Asphalt Plant Mix, AST, Weep Hole Drains, Str. Concrete	AST	Aggregate Base Course, Aggregate Stabilization	Maintenance Stabilization	AST

Page 10-126, Table 1078-1, REQUIREMENTS FOR CONCRETE, replace with the following:

TABLE 1 REQUIREMENTS F		and the state of t
Property	28 Day Design Compressive Strength 6,000 psi or less	28 Day Design Compressive Strength greater than 6,000 psi
Maximum Water/Cementitious Material Ratio	0.45	0.40
Maximum Slump without HRWR	3.5"	3.5"
Maximum Slump with HRWR	8"1"	8"
Air Content (upon discharge into forms)	5 + 2%	5 + 2%

Page 10-151, Article 1080-4 Inspection and Sampling, lines 18-22, replace (B), (C) and (D) with the following:

- (B) At least 3 panels prepared as specified in 5.5.10 of AASHTO M 300, Bullet Hole Immersion Test.
- (C) At least 3 panels of 4"x6"x1/4" for the Elcometer Adhesion Pull Off Test, ASTM D4541.
- (D) A certified test report from an approved independent testing laboratory for the Salt Fog Resistance Test, Cyclic Weathering Resistance Test, and Bullet Hole Immersion Test as specified in AASHTO M 300.
- (E) A certified test report from an approved independent testing laboratory that the product has been tested for slip coefficient and meets AASHTO M253, Class B.

Page 10-162, Subarticle 1081-1(A) Classifications, lines 4-7, delete the second and third sentences of the description for Type 3A.

Page 10-162, Subarticle 1081-1(B) Requirements, lines 26-30, replace the second paragraph with the following:

For epoxy resin systems used for embedding dowel bars, threaded rods, rebar, anchor bolts and other fixtures in hardened concrete, the manufacturer shall submit test results showing that the bonding system will obtain 125% of the specified required yield strength of the fixture. Furnish certification that, for the particular bolt grade, diameter and embedment depth required, the anchor system will not fail by adhesive failure and that there is no movement of the anchor bolt. For certification and anchorage, use 3,000 psi as the minimum Portland cement concrete compressive strength used in this test. Use adhesives that meet Section 1081.

List the properties of the adhesive on the container and include density, minimum and maximum temperature application, setting time, shelf life, pot life, shear strength and compressive strength.

C202950 (B-4458)

Page 10-169, Subarticle 1081-3(G) Anchor Bolt Adhesives, delete this subarticle.

Page 10-179, Subarticle 1087-4(A) Composition, lines 39-41, replace the third paragraph with the following:

**38** 

All intermixed and drop-on glass beads shall not contain more than 75 ppm arsenic or 200 ppm lead.

Page 10-180, Subarticle 1087-4(B) Physical Characteristics, line 8, replace the second paragraph with the following:

All intermixed and drop-on glass beads shall comply with NCGS § 136-30.2 and 23 USC § 109(r).

Page 10-181, Subarticle 1087-7(A) Intermixed and Drop-on Glass Beads, line 24, add the following after the first paragraph:

Use X-ray Fluorescence for the normal sampling procedure for intermixed and drop-on beads, without crushing, to check for any levels of arsenic and lead. If any arsenic or lead is detected, the sample shall be crushed and repeat the test using X-ray Fluorescence. If the X-ray Fluorescence test shows more than a LOD of 5 ppm, test the beads using United States Environmental Protection Agency Method 6010B, 6010C or 3052 for no more than 75 ppm arsenic or 200 ppm lead.

Page 10-204, Subarticle 1092-2(A) Performance and Test Requirements, replace Table 1092-3 Minimum Coefficient of Retroreflection for NC Grade A with the following:

MINIMU		IENT (	OF RE		REFL		ON FOR NC GR eter)	RADE A
Observation Angle, degrees	Entrance Angle, degrees	White	Yellow	Green	Red	Blue	Fluorescent Yellow Green	Fluorescent Yellow
0.2	-4.0	525	395	52	95	30	420	315
0.2	30.0	215	162	22	43	10	170	130
0.5	-4.0	310	230	31	56	18	245	185
0.5	30.0	135	100	14	27	6	110	81
1.0	-4.0	120	60	8	16	3.6	64	48
1.0	30.0	45	34	4.5	9	2	36	27

Page 10-23, Table 1005-1, AGGREGATE GRADATION-COARSE AGGREGATE, replace with the following:

00000 #0000000#n.a#.68#### ##.000				P	ercen	tage o	f Tota	ıl by V	Veigh:	Percentage of Total by Weight Passing	g ing		
Std. Size#	2"	1 1/2"	-	3/4"	1/2"	3/8"	#	#8	#10	#16	#40	#200	Remarks
4	100	100 90	20- 55	0-15	•	0-5	•		ı		-	Α	Asphalt Plant Mix
467M	100	95 <b>-</b> 100		35- 70		0-30	0-5	•	•	•	•	Α	Asphalt Plant Mix
5	1	100	90- 100	20- 55	0-10	0-5	. 1	•	•	•	•	A	AST, Sediment Control Stone
57	I	100	95- 100		25- 60	ı	0-10	0-5	1	•	•	<b>A</b>	AST, Str. Concrete, Shoulder Drain, Sediment Control Stone
57M	1	100	95- 100	•	25- 45	•	0-10	0-5	•	•	1	Α	AST, Concrete Pavement
6M	•	1	100	100 100	20- 55	0-20	0-8	•	•	•	•	Α	AST
67	ı	*	100	90 <b>-</b>	ı	20- 55	0-10	0-5	•	•	ı	<b>A</b>	AST, Str. Concrete, Asphalt Plant Mix
78M	•	1		100	9 <b>8-</b> 100	75- 100	20- 45	0-15		•	•	Α	Asphalt Plant Mix, AST, Str. Conc, Weep Hole Drains
14M	ı	ı	ı	•	1	100	35- 70	5-20	•	0-8	•	<b>A</b>	Asphalt Plant Mix, AST, Weep Hole Drains, Str. Concrete
9	ı	•		ı	1	100	85- 100	10- 40	•	0-10	•	Α	AST
ABC	-	100	75- 97	•	55- 80	•	35- 55		25- 45	•	14 <b>-</b> 30	4- 12 <sup>B</sup>	Aggregate Base Course, Aggregate Stabilization
ABC (M)	1	100	75- 100	•	45- 79	ı	20- 40	1	0- 25	ı	ı	0- 12 <sup>8</sup>	Maintenance Stabilization
Light- weight		•	•	ı	100	80- 100	5- 40	0-20	•	0-10	•	0-2.5	AST

Page 10-126, Table 1078-1, REQUIREMENTS FOR CONCRETE, replace with the following:

TABLE 1 REQUIREMENTS F		
Property	28 Day Design Compressive Strength 6,000 psi or less	28 Day Design Compressive Strength greater than 6,000 psi
Maximum Water/Cementitious Material Ratio	0.45	0.40
Maximum Slump without HRWR	3.5"	3.5"
Maximum Slump with HRWR	8"	8"
Air Content (upon discharge into forms)	5 + 2%	5 + 2%

Page 10-151, Article 1080-4 Inspection and Sampling, lines 18-22, replace (B), (C) and (D) with the following:

- (B) At least 3 panels prepared as specified in 5.5.10 of AASHTO M 300, Bullet Hole Immersion Test.
- (C) At least 3 panels of 4"x6"x1/4" for the Elcometer Adhesion Pull Off Test, ASTM D4541.
- (D) A certified test report from an approved independent testing laboratory for the Salt Fog Resistance Test, Cyclic Weathering Resistance Test, and Bullet Hole Immersion Test as specified in AASHTO M 300.
- (E) A certified test report from an approved independent testing laboratory that the product has been tested for slip coefficient and meets AASHTO M253, Class B.

Page 10-162, Subarticle 1081-1(A) Classifications, lines 4-7, delete the second and third sentences of the description for Type 3A.

Page 10-162, Subarticle 1081-1(B) Requirements, lines 26-30, replace the second paragraph with the following:

For epoxy resin systems used for embedding dowel bars, threaded rods, rebar, anchor bolts and other fixtures in hardened concrete, the manufacturer shall submit test results showing that the bonding system will obtain 125% of the specified required yield strength of the fixture. Furnish certification that, for the particular bolt grade, diameter and embedment depth required, the anchor system will not fail by adhesive failure and that there is no movement of the anchor bolt. For certification and anchorage, use 3,000 psi as the minimum Portland cement concrete compressive strength used in this test. Use adhesives that meet Section 1081.

List the properties of the adhesive on the container and include density, minimum and maximum temperature application, setting time, shelf life, pot life, shear strength and compressive strength.

Page 10-169, Subarticle 1081-3(G) Anchor Bolt Adhesives, delete this subarticle.

Page 10-204, Subarticle 1092-2(A) Performance and Test Requirements, replace Table 1092-3 Minimum Coefficient of Retroreflection for NC Grade A with the following:

			TAB	LE 10	)92-3			
MINIMU	M COEFFICI	ENT (	OF RE	TRO	REFL	ECTI	ON FOR NC GF	RADE A
	(Ca	ndelas	Per L	ux Pe	r Squ	are Mo	eter)	
Observation	Entrance	te	×	u,	-	Ð	Eluaroscont	Eluoros

Observation Angle, degrees	Entrance Angle, degrees	White	Yellow	Green	Red	Blue	Fluorescent Yellow Green	Fluorescent Yellow
0.2	-4.0	525	395	52	95	30	420	315
0.2	30.0	215	162	22	43	10	170	130
0.5	-4.0	310	230	31	56	18	245	185
0.5	30.0	135	100	14	27	6	110	81
1.0	-4.0	120	60	8	16	3.6	64	48
1.0	30.0	45	34	4.5	9	2	36	27

## **SELECT MATERIAL, CLASS III, TYPE 3:**

 $\overline{(1-17-12)}$ 

016, 1044

SP10 R05

Revise the 2012 Standard Specifications as follows:

Page 10-39, Article 1016-3, CLASS III, add the following after line 14:

## **Type 3 Select Material**

Type 3 select material is a natural or manufactured fine aggregate material meeting the following gradation requirements and as described in Sections 1005 and 1006:

	Perc	centage of	f Total b	y Weigł	nt Passi	ng	
3/8"	#4	#8	#16	#30	#50	#100	#200
100	95-100	65-100	35-95	15-75	5-35	0-25	0-8

Page 10-39, Article 1016-3, CLASS III, line 15, replace "either type" with "Type 1, Type 2 or Type 3".

Page 10-62, Article 1044-1, line 36, delete the sentence and replace with the following:

Subdrain fine aggregate shall meet Class III select material, Type 1 or Type 3.

Page 10-63, Article 1044-2, line 2, delete the sentence and replace with the following:

Subdrain coarse aggregate shall meet Class V select material.

## **SHOULDER AND SLOPE BORROW:**

(3-19-13)

SP10 R10

Use soil in accordance with Section 1019 of the 2012 Standard Specifications. Use soil consisting of loose, friable, sandy material with a PI greater than 6 and less than 25 and a pH ranging from 5.5 to 7.0.

1019

Soil with a pH ranging from 4.0 to 5.5 will be accepted without further testing if additional limestone is provided in accordance with the application rates shown in Table 1019-1A. Soil type is identified during the soil analysis. Soils with a pH above 7.0 require acidic amendments to be added. Submit proposed acidic amendments to the Engineer for review and approval. Soils with a pH below 4.0 or that do not meet the PI requirements shall not be used.

ADDI		BLE 1019-1A APPLICATION RATE	TO RAISE pH
pH TEST RESULT	Sandy Soils Additional Rate (lbs. / Acre)	Silt Loam Soils Additional Rate (lbs. / Acre)	Clay Loam Soils Additional Rate (lbs. / Acre)
4.0 - 4.4	1,000	4,000	6,000
4.5 - 4.9	500	3,000	5,000
5.0 - 5.4	NA	2,000	4,000

Note: Limestone application rates shown in this table are in addition to the standard rate of 4000 lbs. / acre required for seeding and mulching.

No direct payment will be made for providing additional lime or acidic amendments for Ph adjustment.

County: CATAWBA Project: B-4458

## PROJECT SPECIAL PROVISIONS

Utility August 7, 2012

#### **UTILITIES BY OTHERS:**

#### General:

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

## A) Duke Energy – Power Distribution

The conflicting facilities of these concerns will be installed, adjusted, removed or abandoned 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 owner. All utilities are shown on the plans from the best available information.

The Contractor's attention is directed to Article 105-8 of the January 2012 Standard Specifications.

Utilities Requiring Adjustment:

- A) Duke Energy Power Distribution
  - 1) Duke Energy will remove overhead, distribution power utilities and poles, prior to project construction and will reinstall poles and distribution power after the NCDOT construction is completed.
  - 2) Contact person for Duke Energy is Mr. Fred Liles at 828-323-2773.

B-4458

## **Project Special Provisions Erosion Control**

Catawba County

10/1/2012

## **STABILIZATION REQUIREMENTS:**

Stabilization for this project shall comply with the time frame guidelines as specified by the NCG-010000 general construction permit effective August 3, 2011 issued by the North Carolina Department of Environment and Natural Resources Division of Water Quality. Temporary or permanent ground cover stabilization shall occur within 7 calendar days from the last land-disturbing activity, with the following exceptions in which temporary or permanent ground cover shall be provided in 14 calendar days from the last land-disturbing activity:

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

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

## **SEEDING AND MULCHING:**

(West)

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

#### Shoulder and Median Areas

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

Areas Beyond the Mowing Pattern, Waste and Borrow Areas:

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

## Approved Tall Fescue Cultivars

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

## Approved Kentucky Bluegrass Cultivars:

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

## Approved Hard Fescue Cultivars:

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

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

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

## **Native Grass Seeding And Mulching**

(West)

Native Grass Seeding and Mulching shall be performed on the disturbed areas of wetlands and riparian areas, and adjacent to Stream Relocation and/or trout stream construction within a 50

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

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

August 1 - June 1		May 1 – September 1	
18#	Creeping Red Fescue	18#	Creeping Red Fescue
8#	Big Bluestem	8#	Big Bluestem
6#	Indiangrass	6#	Indiangrass
4#	Switchgrass	4#	Switchgrass
35#	Rye Grain	25#	German or Browntop Millet
500#	Fertilizer	500#	Fertilizer
4000#	Limestone	4000#	Limestone

## Approved Creeping Red Fescue Cultivars:

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

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

## Measurement and Payment

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

#### **TEMPORARY SEEDING:**

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

## **FERTILIZER TOPDRESSING:**

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

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

## **SUPPLEMENTAL SEEDING:**

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

## **MOWING:**

The minimum mowing height on this project shall be six inches.

#### LAWN TYPE APPEARANCE:

All areas adjacent to lawns must be hand finished as directed to give a lawn type appearance. Remove all trash, debris, and stones <sup>3</sup>/<sub>4</sub>" and larger in diameter or other obstructions that could interfere with providing a smooth lawn type appearance. These areas shall be reseeded to match their original vegetative conditions, unless directed otherwise by the Field Operations Engineer.

## **REFORESTATION:**

## Description

*Reforestation* will be planted in areas of pavement of removal, and in other areas as directed. *Reforestation* is not shown on the plan sheets. See the Reforestation Detail Sheet.

All non-maintained riparian buffers impacted by the placement of temporary fill or clearing activities shall be restored to the preconstruction contours and revegetated with native woody species.

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

#### Materials

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

## **Construction Methods**

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

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

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

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

## **Measurement and Payment**

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

## **RESPONSE FOR EROSION CONTROL:**

## **Description**

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

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

10/1/2012

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

## 303(d) IMPAIRED WATERS LIST:

The South Fork Catawba River, which has been identified on the 303(d) list of impaired waters as impaired for sedimentation, turbidity and/or biological integrity from stormwater-related impacts, is within one mile of the project and receives drainage from the project. The Contractor shall adhere to all conditions and/or regulations required for impacts to these waters.

## **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 107-13(B) of the *Standard Specifications*.

## (D) Seeding and Mulching

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

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

## (E) Stage Seeding

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

Additional payments will not be made for the requirements of this section, as the cost for this work shall be included in the contract unit prices for the work involved.

## **MINIMIZE REMOVAL OF VEGETATION:**

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

## **STOCKPILE AREAS:**

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

## **ACCESS AND HAUL ROADS:**

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

## **WASTE AND BORROW SOURCES:**

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

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

#### 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. 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)(3)(d) or Subarticle 802-2(F) of the *Standard Specifications*. No direct pay will be made for this delineation, as the cost of same shall be included in the unit prices bid for the various items in the contract.

The Contractor shall be required to maintain alternative stakes and highly visible flagging in a satisfactory condition for the duration of the project as determined by the Engineer.

## Measurement and Payment

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

Payment will be made under:

**Pay Item**Safety Fence

Pay Unit Linear Foot

## **PERMANENT SOIL REINFORCEMENT MAT:**

## **Description**

This work consists of furnishing and placing *Permanent Soil Reinforcement Mat*, of the type specified, over previously prepared areas as directed.

#### Materials

The product shall be a permanent erosion control reinforcement mat and shall be constructed of synthetic or a combination of coconut and synthetic fibers evenly distributed throughout the mat between a bottom UV stabilized netting and a heavy duty UV stabilized top net. The matting shall be stitched together with UV stabilized polypropylene thread to form a permanent three-dimensional structure. The mat shall have the following minimum physical properties:

Property	Test Method	Value	Unit
Light Penetration	ASTM D6567	9	%
Thickness	ASTM D6525	0.40	in
Mass Per Unit Area	ASTM D6566	0.55	lb/sy
Tensile Strength	ASTM D6818	385	lb/ft
Elongation (Maximum)	ASTM D6818	49	%
Resiliency	ASTM D1777	>70	%
UV Stability *	ASTM D4355	≥80	%
Porosity (Permanent Net)	ECTC Guidelines	≥85	%
Maximum Permissible Shear	Performance Bench	$\geq 8.0$	lb/ft <sup>2</sup>
Stress (Vegetated)	Test		
Maximum Allowable Velocity	Performance Bench	≥16.0	ft/s
(Vegetated)	Test		

<sup>\*</sup>ASTM D1682 Tensile Strength and % strength retention of material after 1000 hours of exposure.

Submit a certification (Type 1, 2, or 3) from the manufacturer showing:

- (A) the chemical and physical properties of the mat used, and
- (B) conformance of the mat with this specification.

#### **Construction Methods**

Matting shall be installed in accordance with Subarticle 1631-3(B) of the Standard Specifications.

All areas to be protected with the mat shall be brought to final grade and seeded in accordance with Section 1660 of the *Standard Specifications*. The surface of the soil shall be smooth, firm, stable and free of rocks, clods, roots or other obstructions that would prevent the mat from lying in direct contact with the soil surface. Areas where the mat is to be placed will not need to be mulched.

#### Measurement and Payment

Permanent Soil Reinforcement Mat will be measured and paid for as the actual number of square yards measured along the surface of the ground over which Permanent Soil Reinforcement Mat is installed and accepted. Overlaps will not be included in the measurement, and will be

considered as incidental to the work. Such payment shall be full compensation for furnishing and installing the mat, including overlaps, and for all required maintenance.

Payment will be made under:

Pay Item Pay Unit

Permanent Soil Reinforcement Mat

Square Yard

## **SKIMMER BASIN WITH BAFFLES:**

#### **Description**

Provide a skimmer basin to remove sediment from construction site runoff at locations shown in the erosion control plans. See the Skimmer Basin with Baffles Detail sheet provided in the erosion control plans. Work includes constructing sediment basin, installation of temporary slope drain pipe and coir fiber baffles, furnishing, installation and cleanout of Faircloth Skimmers or other approved equivalent device, providing and placing stone pad on bottom of basin underneath skimmer device, providing and placing a geotextile emergency spillway liner, providing coir fiber mat stabilization for the skimmer outlet, disposing of excess materials, removing temporary slope drain, coir fiber baffles, geotextile liner and skimmer device, backfilling basin area with suitable material and providing proper drainage when basin area is abandoned.

#### **Materials**

Item	Section
Stone for Erosion Control, Class B	1042
Geotextile for Soil Stabilization, Type 4	1056
Fertilizer for Temporary Seeding	1060-2
Seed for Temporary Seeding	1060-4
Seeding and Mulching	1060-4
Matting for Erosion Control	1060-8
Staples	1060-8
Coir Fiber Mat	1060-14
Temporary Slope Drain	1622-2
Coir Fiber Baffle	1640

Provide appropriately sized Faircloth skimmer or other approved equivalent device.

Provide Schedule 40 PVC pipe with a length of 6 ft. to attach to the skimmer and the coupling connection to serve as the arm pipe. For skimmer sizes of 2.5 in. and smaller, the arm pipe diameter shall be 1.5 inches. For skimmer sizes of 3 in. and larger, refer to manufacturer recommendation.

Provide 4" diameter Schedule 40 PVC pipe to attach to coupling connection of Faircloth skimmer to serve as the barrel pipe through the earthen dam.

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Anchors: Staples, stakes, or reinforcement bars shall be used as anchors.

#### Wooden Stakes:

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

#### Steel Reinforcement Bars:

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

#### Staples:

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

#### **Construction Methods**

Excavate basin according to the erosion control plans with basin surface free of obstructions, debris, and pockets of low-density material. Install temporary slope drain pipe and construct the emergency spillway according to the Skimmer Basin with Baffles Detail sheet in the erosion control plans. Temporary slope drain pipe at inlet of basin may be replaced by geotextile as directed. Construct the coir fiber baffles according to Roadway Standard Drawings No. 1640.01 and Section 1640 of the Standard Specifications.

Install Faircloth skimmer or other approved equivalent device according to manufacturer recommendations. Install 4" Schedule 40 PVC pipe into dam on the lower side of basin 1 ft. from the bottom of the basin and according to the detail, and attach the 6 ft. arm pipe to the coupling connection and Faircloth skimmer according to manufacturer recommendations. Attach the rope included with the skimmer to the tee between the vent socket and the tube inlet, and the other end to a wooden stake or metal post. Clean out skimmer device when it becomes clogged with sediment and/or debris and is unable to float at the top of water in skimmer basin. Take appropriate measures to avoid ice accumulation in the skimmer device. Construct a stone pad of Class B stone directly underneath the skimmer device at bottom of basin. The pad shall be a minimum of 12" in height, and shall have a minimum cross sectional area of 4 ft. by 4 ft.

Line emergency spillway with geotextile unrolled in the direction of flow and lay smoothly but loosely on soil surface without creases. Bury edges of geotextile in a trench at least 5" deep and tamp firmly. If geotextile for the emergency spillway is not one continuous piece of material, make horizontal overlaps a minimum of 18" with upstream geotextile overlapping the downstream geotextile. Secure geotextile with eleven gauge wire staples shaped into a u shape with a length of not less than 12" and a throat not less than 1" in width. Place staples along outer edges and throughout the geotextile a maximum of 3 ft. horizontally and vertically. Geotextile

shall be placed to the bottom and across the entire width of the basin according to the Skimmer Basin with Baffles detail.

At the skimmer outlet, provide a smooth soil surface free from stones, clods, or debris that will prevent contact of the coir fiber matting with the soil. Unroll the matting and apply without stretching such that it will lie smoothly but loosely on the soil surface. Wooden stakes, reinforcement bars, or staples may be used as anchors in accordance with the details in the plans and as directed. Place anchors across the matting at the ends approximately 1 ft. apart. Place anchors along the outer edges and down the center of the matting 3 ft. apart.

All bare side slope sections of the skimmer basin shall be seeded with a temporary or permanent seed mix as directed and in accordance with Articles 1620-3, 1620-4, 1620-5, 1660-4, 1660-5 and 1660-7 of the *Standard Specifications*. Straw or excelsior matting shall be installed on all bare side slope sections immediately upon the completion of seeding and in accordance with Article 1631-3 of the *Standard Specifications*.

#### Measurement and Payment

*Silt Excavation* will be measured and paid for in accordance with Article 1630-4 of the *Standard Specifications*, as calculated from the typical section throughout the length of the basin as shown on the final approved plans.

Geotextile for Soil Stabilization will be measured and paid for in accordance with Article 270-4 of the Standard Specifications.

Coir Fiber Baffles will be measured and paid for in accordance with Article 1640-4 of the Standard Specifications.

\_\_" Skimmer will be measured in units of each. \_\_" Skimmer will be measured and paid for as the maximum number of each size skimmer acceptably installed and in use at any one time during the life of the project. Barrel and arm pipe, cleanout, relocation and reinstallation of \_\_" Skimmer is considered incidental to the measurement of the quantity of \_\_" Skimmer and no separate payment will be made. No separate payment shall be made if \_\_" Skimmer, barrel and/or arm pipe(s) are damaged by ice accumulation.

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

Temporary Slope Drain will be measured and paid for in accordance with Article 1622-4 of the Standard Specifications.

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

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

Seed for Temporary Seeding will be measured and paid for in accordance with Article 1620-6 of the Standard Specifications.

Fertilizer for Temporary Seeding will be measured and paid for in accordance with Article 1620-6 of the Standard Specifications.

Matting for Erosion Control will be measured and paid for in accordance with Article 1631-4 of the Standard Specifications.

No measurement will be made for other items or for over excavation or stockpiling.

Payment will be made under:

Pay Item	Pay Unit
" Skimmer	Each
Coir Fiber Mat	Square Yard

## SILT FENCE WATTLE BREAK:

 $\overline{(8-21-12)}$ 

1605,1630

## Description

Silt fence wattle breaks are tubular products consisting of excelsior fibers encased in synthetic netting and used in conjunction with temporary silt fence at the toe of fills to intercept runoff. Silt fence 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 wattle breaks.

#### Materials

Wattle shall meet the following specifications:

100% Curled Wood (Excelsior) Fibers		
Minimum Diameter	12"	
Minimum Length	10 ft	
Minimum Density	$2.5 \text{ lb/cf} \pm 10\%$	
Net Material	Synthetic	
Net Openings	1" x 1"	
Net Configuration	Totally Encased	
Minimum Weight	20 lb. ± 10% per 10 ft length	

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 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 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 2012 Standard Specifications and overlap each downslope side of silt fence wattle break by 6".

Maintain the silt fence wattle breaks until the project is accepted or until the silt fence wattle breaks are removed, and remove and dispose of silt accumulations at the silt fence wattle breaks when so directed in accordance with Section 1630 of the 2012 Standard Specifications.

## **Measurement and Payment**

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 wattle break.

Payment will be made under:

Pay Item
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 Environment and Natural Resources (NCDENR) Division of Water Quality (DWQ) 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 3.5 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

## **FLOATING TURBIDITY CURTAIN:**

#### **Description**

This work consists of furnishing a *Floating Turbidity Curtain* to deter silt suspension and movement of silt particles during construction. The floating turbidity curtain shall be constructed at locations as directed.

#### **Materials**

The curtain material shall be made of a tightly woven nylon, plastic or other non-deteriorating material meeting the following specifications:

Property	Value
Grab tensile strength	*md-370 lbs *cd-250 lbs
Mullen burst stength	480 psi
Trapezoid tear strength	*md-100 lbs *cd-60 lbs
Apparent opening size	70 US standard sieve
Percent open area	4% permittivity 0.28 sec-1

<sup>\*</sup>md - machine direction

In the event that more than one width of fabric is required, a 6" overlap of the material shall also be required.

The curtain material shall be supported by a flotation material having over 29 lbs/ft buoyancy. The floating curtain shall have a 5/16" galvanized chain as ballast and dual 5/16" galvanized wire ropes with a heavy vinyl coating as load lines.

#### **Construction Methods**

The Contractor shall maintain the *Floating Turbidity Curtain* in a satisfactory condition until its removal is requested by the Engineer. The curtain shall extend to the bottom of the jurisdictional resource. Anchor the curtain according to manufacturer recommendations.

#### Measurement and Payment

Floating Turbidity Curtain will be measured and paid for as the actual number of square yards of curtain furnished as specified and accepted. Such price and payment will be full compensation for the work as described in this section including but not limited to furnishing all materials, tools, equipment, and all incidentals necessary to complete the work.

<sup>\*</sup>cd - cross machine direction

Payment will be made under:

Pay Item

Floating Turbidity Curtain

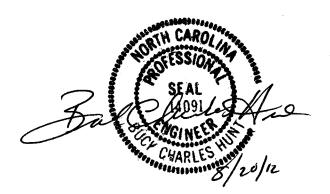
Pay Unit

Square Yard

# **Project Special Provisions Structure**

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# PROJECT SPECIAL PROVISIONS STRUCTURE

PROJECT B-4458

**CATAWBA COUNTY** 

# CONSTRUCTION, MAINTENANCE AND REMOVAL OF TEMPORARY ACCESS AT STATION 19+70.00 -L-

(9-30-11)

#### 1.0 GENERAL

Construct, maintain, and remove the temporary access required to provide the working area necessary for construction of the new bridge, construction of the temporary detour structure, or for the removal of an existing bridge, as applicable. Temporary access may include other methods than those outlined in this Special Provision; however, all types of temporary access are required to meet the requirements of all permits, the Standard Specifications, and this Special Provision.

## 2.0 TEMPORARY ROCK CAUSEWAY [WORKPAD]

Construction of a temporary rock causeway [workpad] within the limits shown on the plans is permitted. Build the causeway [workpad] with Class II riprap topped by a layer of Class B riprap or as otherwise designated on the plans or approved by the Engineer. If desired, recycle the Class II riprap used in the causeway [workpad] for placement in the final riprap slope protection as directed by the Engineer. No payment will be made for recycled riprap as this material is considered incidental to the causeway [workpad] placement and removal. If this option is exercised, no adjustment in contract bid price will be allowed due to an underrun in the quantity of "Rip Rap Class II (2'-0" Thick)".

Completely remove all causeway [workpad] material including pipes and return the entire causeway [workpad] footprint to the original contours and elevations within 90 days of the completion of the deck slab or as otherwise required by permits.

For sites affected by moratoriums or restrictions on in-stream work: Do not construct or remove causeway [workpad] during the moratorium period shown on the permit. If the completion of the deck slab falls within the prohibitive dates for causeway [workpad] construction or removal, begin causeway [workpad] removal immediately following the prohibitive dates.

## 3.0 TEMPORARY WORK BRIDGE

At the contractor's option, construction of a temporary work bridge in lieu of the causeway(s) [workpad] is acceptable, provided the temporary work bridge satisfies all permits. Submit details of the temporary work bridge to the Engineer prior to constructing the work bridge to ensure conformance with the plans and all permits. Completely remove the temporary bridge prior to final acceptance or as otherwise required by the permits.

#### 4.0 Basis of Payment

The lump sum price bid for "Construction, Maintenance and Removal of Temporary Access at Station \_\_\_\_\_" will be full compensation for the above work, or other methods of access, including all material, pipes, work bridge components, equipment, tools, labor, disposal, and incidentals necessary to complete the work.

#### **FALSEWORK AND FORMWORK**

(4-5-12)

#### 1.0 DESCRIPTION

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

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

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

## 2.0 MATERIALS

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

#### 3.0 DESIGN REQUIREMENTS

## A. Working Drawings

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

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

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

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

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

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

Member Type (PCG)	Member Depth, (inches)	Max. Overhang Width, (inches)	Max. Slab Edge Thickness, (inches)	Max. Screed Wheel Weight, (lbs.)	Bracket Min. Vertical Leg Extension, (inches)
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,  $1'-2\frac{1}{2}$ " from the edge of the top flange. Hanger hardware and rods must have a minimum safe working load of 6,000 lbs.

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

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

If the optional overhang falsework spacing is used, indicate this on the falsework submittal and advise the girder producer of the proposed details. Failure to notify the Engineer of hanger type and hanger spacing on prestressed concrete girder casting drawings may delay the approval of those drawings.

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

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

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

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

#### 1. Wind Loads

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

**Table 2.2 - Wind Pressure Values** 

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

## 2. Time of Removal

The following requirements replace those of Article 3.4.8.2.

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

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

### 

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

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

70

### B. Review and Approval

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

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

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

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

### 4.0 CONSTRUCTION REQUIREMENTS

All requirements of Section 420 of the Standard Specifications apply.

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

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

### A. Maintenance and Inspection

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

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

### B. Foundations

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

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

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

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

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

### 5.0 REMOVAL

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

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

### 6.0 METHOD OF MEASUREMENT

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

### 7.0 BASIS OF PAYMENT

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

### SUBMITTAL OF WORKING DRAWINGS

(2-10-12)

### 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 Resident Engineer. Either the Structure Design 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 Resident 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 Resident Engineer, Structure Design 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 Structure Design Unit, use the following addresses:

Via US mail:

Mr. G. R. Perfetti, P. E. State Structures Engineer North Carolina Department of Transportation Structures Management Unit 1581 Mail Service Center Raleigh, NC 27699-1581

Attention: Mr. P. D. Lambert, P. E.

Submittals may also be made via email.

Send submittals to:

plambert@ncdot.gov (Paul Lambert)

Via other delivery service:

Mr. G. R. Perfetti, P. E. State Structures Engineer North Carolina Department of Transportation
Structures Management Unit 1000 Birch Ridge Drive Raleigh, NC 27610

Attention: Mr. P. D. Lambert, P. E.

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

igaither@ncdot.gov

(James Gaither)

ilbolden@ncdot.gov

(James Bolden)

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:

Via other delivery service:

Mr. K. J. Kim, Ph. D., 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

Mr. K. J. Kim, Ph. D., 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

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

Via US mail:

Mr. John Pilipchuk, L. G., 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 other delivery service:

Mr. John Pilipchuk, L. G., P. E.

Western Region Geotechnical

Manager

North Carolina Department

of Transportation

Geotechnical Engineering Unit

Western Regional Office 5253 Z Max Boulevard Harrisburg, NC 28075

The status of the review of structure-related submittals sent to the Structure Design Unit can be viewed from the Unit's web site, via the "Contractor Submittal" link.

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

Primary Structures Contact:

Paul Lambert (919) 707 – 6407

(919) 250 - 4082 facsimile

plambert@ncdot.gov

Secondary Structures Contacts: James Gaither (919) 707 – 6409

James Bolden (919) 707 – 6408

Eastern Regional Geotechnical Contact (Divisions 1-7):

K. J. Kim (919) 662 – 4710 (919) 662 – 3095 facsimile kkim@ncdot.gov

Western Regional Geotechnical Contact (Divisions 8-14):

John Pilipchuk (704) 455 – 8902

(704) 455 – 8912 facsimile ipilipchuk@ncdot.gov

### 3.0 SUBMITTAL COPIES

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

The first table below covers "Structure Submittals". The Resident Engineer will receive review comments and drawing markups for these submittals from the Structure Design Unit. The second table in this section covers "Geotechnical Submittals". The Resident 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 Structure Design 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 Structure Design Unit	Copies Required by Geotechnical Engineering Unit	Contract Reference Requiring Submittal <sup>1</sup>
Arch Culvert Falsework	5	. 0	Plan Note, SN Sheet & "Falsework and Formwork"
Box Culvert Falsework <sup>7</sup>	5	0	Plan Note, SN Sheet & "Falsework and Formwork"
Cofferdams	6	. 2	Article 410-4

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Foam Joint Seals 6	9	0	"Foam Joint Seals"
Expansion Joint Seals (hold down plate type with base angle)	9	0	"Expansion Joint Seals"
Expansion Joint Seals (modular)	2, then 9	0	"Modular Expansion Joint Seals"
Expansion Joint Seals (strip seals)	9	0	"Strip Seals"
Falsework & Forms <sup>2</sup> (substructure)	8	0	Article 420-3 & "Falsework and Formwork"
Falsework & Forms (superstructure)	8	0	Article 420-3 & "Falsework and Formwork"
Girder Erection over Railroad	5	0	Railroad Provisions
Maintenance and Protection of Traffic Beneath Proposed Structure	8	0	"Maintenance and Protection of Traffic Beneath Proposed Structure at Station"
Metal Bridge Railing	8	0	Plan Note
Metal Stay-in-Place Forms	8	0	Article 420-3
Metalwork for Elastomeric Bearings <sup>4,5</sup>	7	0	Article 1072-8
Miscellaneous Metalwork <sup>4,5</sup>	7	0	Article 1072-8
Optional Disc Bearings 4	8	0	"Optional 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
Pot Bearings <sup>4</sup>	8	0	"Pot Bearings"
Precast Concrete Box Culverts	2, then 1 reproducible	0	"Optional Precast Reinforced Concrete Box Culvert at Station"
Prestressed Concrete Cored Slab	. 6	0	Article 1078-11

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(detensioning sequences) <sup>3</sup>	***		
Prestressed Concrete Deck Panels	6 and 1 reproducible	0	Article 420-3
Prestressed Concrete Girder (strand elongation and detensioning sequences)	6	0	Articles 1078-8 and 1078- 11
Removal of Existing Structure over Railroad	5	0	Railroad Provisions
Revised Bridge Deck Plans (adaptation to prestressed deck panels)	2, then 1 reproducible	0	Article 420-3
Revised Bridge Deck Plans (adaptation to modular expansion joint seals)	2, then 1 reproducible	0	"Modular Expansion Joint Seals"
Sound Barrier Wall (precast items)	10	0	Article 1077-2 & "Sound Barrier Wall"
Sound Barrier Wall Steel Fabrication Plans <sup>5</sup>	7	0	Article 1072-8 & "Sound Barrier Wall"
Structural Steel <sup>4</sup>	2, then 7	0	Article 1072-8
Temporary Detour Structures	10	2	Article 400-3 & "Construction, Maintenance and Removal of Temporary Structure at Station"
TFE Expansion Bearings <sup>4</sup>	8	0	Article 1072-8

### **FOOTNOTES**

R 4458

- 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 Structure Design Unit.
- 5. The two sets of preliminary submittals required by Article 1072-8 of the *Standard Specifications* are not required for these items.

- 6. Submittals for Fabrication Drawings are not required. Submittals for Catalogue Cuts of Proposed Material are required. See Section 5.A of the referenced provision.
- 7. Submittals are necessary only when the top slab thickness is 18" or greater.

### **GEOTECHNICAL SUBMITTALS**

Submittal	Copies Required by Geotechnical Engineering Unit	Copies Required by Structure Design Unit	Contract Reference Requiring Submittal <sup>1</sup>
Drilled Pier Construction Plans <sup>2</sup>	1	0	Subarticle 411-3(A)
Crosshole Sonic Logging (CSL) Reports <sup>2</sup>	1	0	Subarticle 411-5(A)(2)
Pile Driving Equipment Data Forms <sup>2,3</sup>	1	0	Subarticle 450-3(D)(2)
Pile Driving Analyzer (PDA) Reports <sup>2</sup>	1	0	Subarticle 450-3(F)(3)
Retaining Walls <sup>4</sup>	8 drawings, 2 calculations	2 drawings	Applicable Provisions
Temporary Shoring <sup>4</sup>	5 drawings, 2 calculations	2 drawings	"Temporary Shoring" & "Temporary Soil Nail Walls"

### **FOOTNOTES**

- 1. References are provided to help locate the part of the contract where the submittals are required. References in quotes refer to the provision by that name. Subarticles refer to the *Standard Specifications*.
- 2. Submit one hard copy of submittal to the Resident or Bridge Maintenance Engineer. Submit a second copy of submittal electronically (PDF via email) or by facsimile, US mail or other delivery service to the appropriate Geotechnical Engineering Unit regional office. Electronic submission is preferred.
- 3. The Pile Driving Equipment Data Form is available from: <a href="https://www.ncdot.org/doh/preconstruct/highway/geotech/formdet/">www.ncdot.org/doh/preconstruct/highway/geotech/formdet/</a> See second page of form for submittal instructions.
- 4. Electronic copy of submittal is required. See referenced provision.

CRANE SAFETY (8-15-05)

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

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

### CRANE SAFETY SUBMITTAL LIST

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

### **GROUT FOR STRUCTURES**

9-30-11

### 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

Use a Department approved pre-packaged, non-shrink, non-metallic grout. Contact the Materials and Tests Unit for a list of approved pre-packaged grouts and consult the manufacturer to determine if the pre-packaged grout selected is suitable for the required application.

When using an approved pre-packaged grout, a grout mix design submittal is not required.

The grout shall be free of soluble chlorides and contain less than one percent soluble sulfate. Supply water in compliance with Article 1024-4 of the Standard Specifications.

Aggregate may be added to the mix only where recommended or permitted by the manufacturer and Engineer. The quantity and gradation of the aggregate shall be in accordance with the manufacturer's recommendations.

Admixtures, if approved by the Department, shall be used in accordance with the manufacturer's recommendations. The manufacture date shall be clearly stamped on each container. Admixtures with an expired shelf life shall not be used.

The Engineer reserves the right to reject material based on unsatisfactory performance.

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

Test the expansion and shrinkage of the grout in accordance with ASTM C1090. The grout shall expand no more than 0.2% and shall exhibit no shrinkage. Furnish a Type 4 material certification showing results of tests conducted to determine the properties listed in the Standard Specifications and to assure the material is non-shrink.

Unless required elsewhere in the contract the compressive strength at 3 days shall be at least 5000 psi. Compressive strength in the laboratory shall be determined in accordance with ASTM C109 except the test mix shall contain only water and the dry manufactured material. Compressive strength in the field will be determined by molding and testing 4" x 8" cylinders in accordance with AASHTO T22. Construction loading and traffic loading shall not be allowed until the 3 day compressive strength is achieved.

### 3 80

When tested in accordance with ASTM C666, Procedure A, the durability factor of the grout shall not be less than 80.

### 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.

Do not place grout if the grout temperature is less than 50°F or more than 90°F or if the air temperature measured at the location of the grouting operation in the shade away from artificial heat is below 45°F.

Provide grout at a rate that permits proper handling, placing and finishing in accordance with the manufacturer's recommendations unless directed otherwise by the Engineer. Use grout free of any lumps and undispersed cement. Agitate grout continuously before placement.

Control grout delivery so the interval between placing batches in the same component does not exceed 20 minutes.

The Engineer will determine the locations to sample grout and the number and type of samples collected for field and laboratory testing. The compressive strength of the grout will be considered the average compressive strength test results of 3 cube or 2 cylinder specimens at 28 days.

### 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.

Z-1

### **PROJECT SPECIAL PROVISION**

(10-18-95)

### **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>	AUTHORITY GRANTING THE PERMIT
Dredge and Fill and/or Work in Navigable Waters (404)	U. S. Army Corps of Engineers
Water Quality (401)	Division of Environmental Management, DENR 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 2012 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 waters or wetlands provided that activities outside those areas is done in such a manner as to not affect the waters or wetlands.



# STATE OF NORTH CAROLINA DEPARTMENT OF TRANSPORTATION

BEVERLY EAVES PERDUE GOVERNOR EUGENE A. CONTI, JR. SECRETARY

August 30, 2012

To:

File

From:

Jennifer Harrod, Environmental Specialist

Subject:

B-4458 Section 404 Permit by Default

The Section 404 permit for this project has been issued by default, per the U.S. Army Corps of Engineers (email, dated July13, 2012). Therefore, NCDOT must comply with all conditions and descriptions in the March 12, 2012 permit application (includes the Pre-Construction Notification Form and Permit Drawings), as well as the 404 Special Conditions and General Conditions. A permit modification will be required if any of the above conditions cannot be met.

LOCATION:

(919)707-6124

From: Hair, Sarah E SAW [mailto:Sarah.E.Hair@usace.army.mil]

Sent: Friday, July 13, 2012 11:59 AM

To: Harrod, Jennifer W Cc: Dagnino, Carla S

Subject: 404 verifications for B-4719 and B-4458 (UNCLASSIFIED)

Classification: UNCLASSIFIED

**Caveats: NONE** 

Jennifer,

I hope you are doing well. I was going through my stack and found these two files. They are past the 45 days and so deemed issued. Below are the links to each NWP and Regional General Conditions:

B-4719: NWP 13, 23, and 33 (Verification expires June 30 2014)

http://www.saw.usace.army.mil/Wetlands/permits/NWP/NWP2012/NWP13 3-23.pdf

http://www.saw.usace.army.mil/Wetlands/permits/NWP/NWP2012/NWP13 3-23.pdf

http://www.saw.usace.army.mil/Wetlands/permits/NWP/NWP2012/NWP13 3-23.pdf

http://www.saw.usace.army.mil/Wetlands/permits/NWP/NWP2012/SAW RCs Final SAD approved 2012-03-29.pdf

B-4758: RGP 31 (expires with the RGP date October 31, 2013)

http://www.saw.usace.army.mil/Wetlands/GPs/GP8200031-r2008.pdf

Please let me know if you have any questions.

Thank you-

Liz Hair
Project Manager
Asheville Regulatory Field Office
U.S Army Corps of Engineers-Wilmington District
151 Patton Ave, Room 208
Asheville, NC 28805
828-271-7980 x.225
sarah.e.hair@usace.army.mil

Classification: UNCLASSIFIED

**Caveats: NONE** 

Email correspondence to and from this sender is subject to the N.C. Public Records Law and may be disclosed to third parties.

Classification: UNCLASSIFIED

**Caveats: NONE** 





Office Use Only:
Corps action ID no.
DWQ project no.
Form Version 1.3 Dec 10 2008

Pre-Construction Notification (PCN) Form								
A. Applicant Information	A. Applicant Information							
1. Processing								
1a. Type(s) of approval sought from Corps:	the	⊠ Section 404 Permit ☐ Secti	on 10 Permit					
1b. Specify Nationwide Permit (NWP	) number:	or General Permit (	(GP) number: 19	8200031				
1c. Has the N WP or GP number bee	en verified b	by the Corps?	☐ Yes	⊠ No				
1d. Type(s) of approval sought from	the DWQ (	check all that apply):						
☑ 401 Water Quality Certification	n – Regula	r Non-404 Jurisdictiona	al General Permi	t				
☐ 401 Water Quality Certification	n – Expres	s Riparian Buffer Autho	orization					
Is this notification solely for the r because written approval is not r		For the record only for DWQ 401 Certification:		only for Corps Permit:				
		Yes No	☐ Yes	⊠ No				
1f. Is payment into a mitigation bank or in-lieu fee program proposed for mitigation of impacts? If so, attach the acceptance letter from mitigation bank or in-lieu fee program.								
1g. Is the project located in any of N below.	1g. Is the project located in any of NC's twenty coastal counties. If yes, answer 1h below. ☐ Yes ☐ No							
1h. Is the project located within a NC	1h. Is the project located within a NC DCM Area of Environmental Concern (AEC)?							
2. Project Information		,						
2a. Name of project:	Replacen Ford Roa	nent of Bridge No. 95 over the South d).	Fork Catawba R	liver on SR 2019 (Rocky				
2b. County:	Catawba							
2c. Nearest municipality / town:	Startown							
2d. Subdivision name:	not applic	cable						
2e. NCDOT only, T.I.P. or state project no:	B-4458							
3. Owner Information								
3a. Name(s) on Recorded Deed:	Ba. Name(s) on Recorded Deed: North Carolina Department of Transportation							
3b. Deed Book and Page No.	not applic	cable						
3c. Responsible Party (for LLC i f applicable):								
3d. Street address:	1598 Mai	I Service Center						
3e. City, state, zip:	Raleigh, I	NC 27699-1598						
3f. Telephone no.:	(919) 707	'-6124						
3g. Fax no.:	(919) 212	-5785	<u></u>					
Bh. Email address: jwharrod@ncdot.gov								

4.	Applicant Information (if diffe	rent from owner	)	
4a.	Applicant is:	☐ Agent	Other, specify:	
4b.	Name:	not applicable		
4c.	Business name (if applicable):			
4d.	Street address:			
4e.	City, state, zip:			
4f.	Telephone no.:			
4g.	Fax no.:			
4h.	Email address:			
5.	Agent/Consultant Information	ı (if applicable)		
5a.	Name:	not applicable		
5b.	Business name (if applicable):			
5c.	Street address:			
5d.	City, state, zip:			
5e.	Telephone no.:			
5f.	Fax no.:			
5g.	Email address:			

P	D. Dusiest Information and Dujor Project Lintons							
	B. Project Information and Prior Project History							
1.	Property Identification							
1a.	Property identification no. (tax PIN or parcel ID):	not applicable						
1b.	Site coordinates (in decimal degrees):	Latitude: 35.613309 (DD.DDDDDD)	Longitude: - 81.289333 (-DD.DDDDDD)					
1c.	Property size:	3.5 acres	er .					
2.	Surface Waters							
2a.	Name of nearest body of water (stream, river, etc.) to proposed project:	South Fork Catawba Rive	er					
2b.	Water Quality Classification of nearest receiving water:	WS-V	1					
2c.	River ba sin:	Catawba						
3.	Project Description							
3a.	Describe the existing conditions on the site and the general lar application:	d use in the vicinity of the	project at the time of this					
	Rural residential and agricultural land							
3b.	List the total estimated acreage of all existing wetlands on the 0	oroperty:						
3c.	List the total estimated linear feet of all existing streams (interm	ittent and perennial) on the	e property:					
	233 ft.							
3d.	Explain the purpose of the proposed project:							
	To replace a structurally deficient bridge.							
3e.	Describe the overall project in detail, including the type of equi		idea to the south on now					
	The project involves replacing a 76-foot double-span bridge will location. Traffic will be maintained on the existing bridge durin trucks, dozers, and cranes will be used.							
4.	Jurisdictional Determinations							
4a.	Have jurisdictional wetland or stream determinations by the Corps or State been requested or obtained for this property / project (including all prior phases) in the past?  Comments:	☐ Yes	☐ Unknown					
4b.	If the Corps made the jurisdictional determination, what type of determination was made?	☐ Preliminary ☐ Final						
4c.	If yes, who delineated the jurisdictional areas? Name (if known):	Agency/Consultant Com Other:	pany:					
4d.	If yes, list the dates of the Corps jurisdictional determinations of	or State determinations and	d attach documentation.					
5.	Project History							
5a.	Have permits or certifications been requested or obtained for this project (including all prior phases) in the past?	☐ Yes	Unknown					
5b.	If yes, explain in detail according to "help file" instructions.							
6.	Future Project Plans							
6a.	Is this a phased project?	☐ Yes ⊠ No						
6b.	If yes, explain.							

1a. Which sections were completed below for your project (check all that apply):    Wetlands   Streams - tributaries   Buffers     Open Waters   Pond Construction  2. Wetland Impacts If there are wetland impacts proposed on the site, then complete this question for each wetland area impacted.  2a. Wetland impact number - Permanent (P) or Temporary (T)  Site 1   P   T     Yes   Corps   No   DWQ  Site 2   P   T     No   DWQ  Site 3   P   T     Wetland   Yes   Corps   No   DWQ  Site 4   P   T     Pyes   Corps   No   DWQ  Site 5   P   T   Pyes   Corps   No   DWQ  Site 6   P   T   Pyes   Corps   No   DWQ  Site 7   Pyes   Corps   No   DWQ  Site 8   Pyes   Corps   No   DWQ  Site 9   Pyes   Corps   No   DWQ
□ Wetlands       □ Streams - tributaries       □ Buffers         □ Open Waters       □ Pond Construction         22. Wetland Impacts       If there are wetland impacts proposed on the site, then complete this question for each wetland area impacted.         22a. Wetland impact number - Permanent (P) or Temporary (T)       2b.
□ Open Waters       □ Pond Construction         22. Wetland Impacts       If there are wetland impacts proposed on the site, then complete this question for each wetland area impacted.         22a. Wetland impact number – Permanent (P) or Temporary (T)       Type of impact (if known)       Type of wetland (if known)       Forested       Corps - 404, 10 DWQ - non-404, other)       Area of impact (acres)         Site 1 □ P □ T       □ Yes □ Corps □ No □ DWQ       No □ DWQ         Site 3 □ P □ T       □ Yes □ Corps □ No □ DWQ         Site 4 □ P □ T       □ Yes □ Corps □ No □ DWQ         Site 5 □ P □ T       □ Yes □ Corps □ No □ DWQ         Site 6 □ P □ T       □ Yes □ Corps □ No □ DWQ         Site 6 □ P □ T       □ Yes □ Corps □ No □ DWQ         Site 6 □ P □ T       □ Yes □ Corps □ No □ DWQ         Site 6 □ P □ T       □ Yes □ Corps □ No □ DWQ
2. Wetland Impacts If there are wetland impacts proposed on the site, then complete this question for each wetland area impacted.  2a. Wetland impact number — Permanent (P) or Temporary (T)  Site 1
If there are wetland impacts proposed on the site, then complete this question for each wetland area impacted.  2a.
If there are wetland impacts proposed on the site, then complete this question for each wetland area impacted.  2a.
Wetland impact number – Permanent (P) or Temporary (T)         Type of impact (if known)         Type of wetland (if known)         Forested         Type of jurisdiction (Corps - 404, 10 DWQ - non-404, other)         Area of impact (acres)           Site 1   P   T           Yes   Corps   DWQ           Corps   DWQ           Yes   Corps   DWQ           Site 2   P   T           Yes   Corps   DWQ           OWQ           Yes   Corps   DWQ           Site 3   P   T           Yes   Corps   DWQ           OWQ           Yes   Corps   DWQ           Site 4   P   T           Yes   Corps   DWQ           OWQ           OWQ           Site 5   P   T           No   DWQ           OWQ           OWQ           Site 6   P   T           Yes   Corps   DWQ           OWQ           OWQ
number – Permanent (P) or Temporary (T)         Type of impact (if known)         Type of wetland (if known)         Forested         (Corps - 404, 10 DWQ – non-404, other)         Area of impact (acres)           Site 1 □ P □ T         □ Yes □ Corps □ No □ DWQ         □ Corps □ Corps □ No □ DWQ         □ Yes □ Corps □ No □ DWQ           Site 3 □ P □ T         □ Yes □ Corps □ No □ DWQ         □ Yes □ Corps □ No □ DWQ         □ Yes □ Corps □ No □ DWQ           Site 4 □ P □ T         □ Yes □ Corps □ No □ DWQ         □ Yes □ Corps □ No □ DWQ         □ Yes □ Corps □ No □ DWQ           Site 6 □ P □ T         □ Yes □ Corps □ No □ DWQ         □ Yes □ Corps □ DWQ         □ Yes □ Corps □ DWQ
Permanent (P) or Temporary (T)         (if known)         DWQ - non-404, other)         (acres)           Site 1
Yes
No
No
Site 3 □ P □ T       □ Yes □ Corps □ DWQ         Site 4 □ P □ T       □ No □ DWQ         Site 5 □ P □ T       □ Yes □ Corps □ Corps □ No □ DWQ         Site 6 □ P □ T       □ Yes □ Corps □ Corps □ No □ DWQ         Site 6 □ P □ T       □ Yes □ Corps □ Corps □ No □ DWQ
No
No
Site 5 □ P □ T       □ Yes □ Corps         □ No □ DWQ         Site 6 □ P □ T       □ Yes □ Corps         □ No □ DWQ
Site 5
Site 6 LI P LI I No DWQ
Y Permanent
Zg. Total wedarid impacts X Temporary
2h. Comments:
3. Stream Impacts
If there are perennial or intermittent stream impacts (including temporary impacts) proposed on the site, then complete this question for all stream sites impacted.
3a. 3b. 3c. 3d. 3e. 3f. 3g.
Stream impact   Type of impact   Stream name   Perennial   Type of   Average   Impact length   number -   (PER) or   jurisdiction   stream   (linear feet)
Permanent (P) or intermittent (Corps - 404, 10 width
Temporary (T) (INT)? DWQ – non-404, (feet)
Rip Rap South Forty M PER M Corps
Site 1 \( P \subseteq T \) Bank Catawha River \( \subseteq \lambda \) FER \( \subseteq \cup \) DWO \( \subseteq \) 50 \( \lambda \) 114 ft
Stabilization South Fork PER Corps
Site 1 P X T (work pad) Catawba River INT DWQ 50 0.02 ac
Site 1 🖂 P 🗌 T Fill South Fork 🖾 PER 🖾 Corps 50 <0.01 ac
(Interior bents)   Catawba River
Site 2 P T Stabilization Catawba River INT DWQ 4 18 ft
3h. Total stream and tributary impacts 132 Perm 0.02 Temp
3í. Comments:

4. Open	Water In	npacts	,							
		d impacts to lakes, dually list all open y				ries, sounds	s, the Atlantic	Ocean,	or any other or	en water of
4a.		4b.				4d.		4e.		
Open w		Name of		T			10/otorbood	from m	A	m = + (= = = = )
impact nu Permanen		waterbody (if applicable)		Type of impact		Waterbody type		Area of impact (acres)		
Tempora		(ii applicable)								
01 🗆 F	·□ T									
02 🗆 F	r □ r									
03 🗆 F	т□ч									
04 🗌 F	γПт									
4f. Total open water impacts X Permanent X Temporary										
4g. Comments:										
5. Pond	or Lake	Construction								
If pond or	lake cons	struction proposed,	then con	nplete	the chart b	elow.				
5a.	5b.		5c.				5d.			5e.
Pond ID Proposed use or Wi				Wetland Impacts (acres)		Stream Impac		cts (feet) Upland (acres)		
number purpose of pond			Flood	led	Filled	Excavat ed	Flooded	Filled	Excavated	Flooded
P1					•					
P2										
		5f. Total								
5g. Comm	ents:									
5h. Is a dam high hazard permit required?					es	□No	If yes, per	mit ID no	:	
5i. Expec	ted pond	surface area (acre	s):							
5j. Size c	of pond w	atershed (acres):								
5k. Metho	5k. Method of construction:									

6. Buffer Impacts (for DWQ)					
If project will impact a protected riparian buffer, then complete the chart below. If yes, then individually list all buffer impacts below. If any impacts require mitigation, then you <b>MUST</b> fill out Section D of this form.					ist all buffer
6a.			☐ Neuse	☐ Tar-Pamlico	Other:
Project is in which	protected basin?		☐ Catawba	☐ Randleman	
6b.	6c.	6d.	6e.	6f.	6g.
Buffer impact number –	Reason for impact		Buffer	Zone 1 impact	Zone 2 impact
Permanent (P) or Temporary (T)		Stream name	mitigation required?	(square feet)	(square feet)
B1			☐ Yes ☐ No		
B2			☐ Yes ☐ No		
ВЗ □Р□Т			☐ Yes ☐ No		
6h. Total buffer impacts					
6i. Comments:					

D. Impact Justification and Mitigation					
1. Avoidance and Minimization					
a. Specifically describe measures taken to avoid or minimize the proposed impacts in designing project.					
	The proposed bridge is a triple-span structure that is 124 feet longer than the existing bridge; traffic will be maintained on the existing bridge during construction; 3:1 fill slopes where practicable; the placement of the new bridge minimizes				
1b. Specifically describe measures taken to avoid or minimize	the proposed impacts t	hrough construction techniques.			
A temporary causeway will be utilized to construct the new South Fork Catawba River or the UT via deck drains, storn in Sensitive Watersheds will be adhered to.					
2. Compensatory Mitigation for Impacts to Waters of the	U.S. or Waters of the	State			
	☐ Yes ⊠ No				
Does the project require Compensatory Mitigation for impacts to Waters of the U.S. or Waters of the State?		nent impacts are due to the use of rip tion and is not considered a loss of the USACE.			
2b. If yes, mitigation is required by (check all that apply):	□ DWQ □ Co	rps			
2c. If yes, which mitigation option will be used for this project?					
3. Complete if Using a Mitigation Bank					
3a. Name of Mitigation Bank: not applicable					
3b. Credits Purchased (attach receipt and letter)	Туре	Quantity			
3c. Comments:					
4. Complete if Making a Payment to In-lieu Fee Program					
4a. Approval letter from in-lieu fee program is attached.	Yes				
4b. Stream mitigation requested:					
4c. If using stream mitigation, stream temperature:	☐ warm ☐ co	ol			
4d. Buffer mitigation requested (DWQ only):	d. Buffer mitigation requested (DWQ only): square feet				
4e. Riparian wetland mitigation requested:					
f. Non-riparian wetland mitigation requested: acres					
4g. Coastal (tidal) wetland mitigation requested: acres					
4h. Comments:					
5. Complete if Using a Permittee Responsible Mitigation Plan					
5a. If using a permittee responsible mitigation plan, provide a description of the proposed mitigation plan.					

6. Buffer Mitigation (State Regulated Riparian Buffer Rules) – required by DWQ						
1	project result in an impact w nitigation?	rithin a protected riparia	an buffer that requires	☐ Yes ☐ No		
	6b. If yes, then identify the square feet of impact to each zone of the riparian buffer that requires mitigation. Calculate the amount of mitigation required.					
Zone	6c. Reason for impact	6d. Total impact (square feet)	Multiplier	6e. Required mitigation (square feet)		
Zone 1			3 (2 for Catawba)	,		
Zone 2			1.5			
	6f. Total buffer mitigation required:					
6g. If buffer mitigation is required, discuss what type of mitigation is proposed (e.g., payment to private mitigation bank, permittee responsible riparian buffer restoration, payment into an approved in-lieu fee fund).						
6h. Comments:						

E. Stormwater Management and Diffuse Flow Plan (required by DWQ)				
1. Diffuse Flow Plan				
Does the project include or is it adjacent to protected riparian buffers identified within one of the NC Riparian Buffer Protection Rules?	☐ Yes			
1b. If yes, then is a diffuse flow plan included? If not, explain why.  Comments:	☐ Yes ☐ No			
2. Stormwater Management Plan				
2a. What is the overall percent imperviousness of this project?	N/A			
2b. Does this project require a Stormwater Management Plan?	⊠ Yes □ No			
2c. If this project DOES NOT require a Stormwater Management Plan, explain why:				
2d. If this project DOES require a Stormwater Management Plan, then provide a brief, na See attached permit drawings.	rrative description of the plan:			
2e. Who will be responsible for the review of the Stormwater Management Plan?	☐ Certified Local Government☐ DWQ Stormwater Program☐ DWQ 401 Unit			
3. Certified Local Government Stormwater Review				
3a. In which local government's jurisdiction is this project?	not applicable			
3b. Which of the following locally-implemented stormwater management programs apply (check all that apply):	☐ Phase II ☐ NSW ☐ USMP ☐ Water Supply Watershed ☐ Other:			
3c. Has the approved Stormwater Management Plan with proof of approval been attached?	☐ Yes ☐ No			
4. DWQ Stormwater Program Review				
4a. Which of the following state-implemented stormwater management programs apply (check all that apply):	☐ Coastal counties ☐ HQW ☐ ORW ☐ Session Law 2006-246 ☐ Other:			
4b. Has the approved Stormwater Management Plan with proof of approval been attached?	☐ Yes ☐ No			
5. DWQ 401 Unit Stormwater Review				
5a. Does the Stormwater Management Plan meet the appropriate requirements?	☐ Yes ☐ No N/A			
5b. Have all of the 401 Unit submittal requirements been met?	☐ Yes ☐ No N/A			

F. Supplementary Information					
1. Environmental Documentation (DWQ Requirement)					
1a. Does the project involve an expenditure of public (federal/state/local) funds or the use of public (federal/state) land?	⊠ Yes	□No			
1b. If you answered "yes" to the above, does the project require preparation of an environmental document pursuant to the requirements of the National or State (North Carolina) Environmental Policy Act (NEPA/SEPA)?	⊠ Yes	□ No			
1c. If you answered "yes" to the above, has the document review been finalized by the State Clearing House? (If so, attach a copy of the NEPA or SEPA final approval letter.) Comments:	⊠ Yes	□No			
2. Violations (DWQ Requirement)	<u> </u>				
2a. Is the site in violation of DWQ Wetland Rules (15A NCAC 2H .0500), Isolated Wetland Rules (15A NCAC 2H .1300), DWQ Surface Water or Wetland Standards, or Riparian Buffer Rules (15A NCAC 2B .0200)?	Yes	⊠ No			
2b. Is this an after-the-fact permit application?	☐ Yes	⊠ No			
2c. If you answered "yes" to one or both of the above questions, provide an explanation of the violation(s):					
3. Cumulative Impacts (DWQ Requirement)					
3a. Will this project (based on past and reasonably anticipated future impacts) result in additional development, which could impact nearby downstream water quality?	☐ Yes ☑ No				
3b. If you answered "yes" to the above, submit a qualitative or quantitative cumulative impact analysis in accordance with the most recent DWQ policy. If you answered "no," provide a short narrative description.					
Due to the minimal transportation impact resulting from this bridge replacement, this project will neither influence nearby land uses nor stimulate growth. Therefore, a detailed indirect or cumulative effects study will not be necessary.					
4. Sewage Disposal (DWQ Requirement)					
4a. Clearly detail the ultimate treatment methods and disposition (non-discharge or discharge) of wastewater generated from the proposed project, or available capacity of the subject facility. not applicable					

5.	Endangered Species and Designate	d Critical Habitat (Corps Requirement	)			
5a.	Will this project occur in or near an are habitat?	a with federally protected species or	☐ Yes	⊠ No		
5b.	b. Have you checked with the USFWS concerning Endangered Species Act impacts?		☐ Yes	⊠ No		
5c.	5c. If yes, ind icate the USFWS Field Office you have contacted.  Raleigh  Asheville					
5d.	What data sources did you use to dete Habitat?	rmine whether your site would impact E	ndangered Species o	or Designated Critical		
	Only one Endangered and Threatened species is listed for Catawba County, the Dwarf-flowered heartleaf. A survey was conducted by NCDOT biologists on May 1, 2007 utilizing 2 person-hours, finding no suitable habitat due to a semi-dense understory and lack of slopes, rendering a biological conclusion of "No Effect". A search of the NHP database yielded no occurrences of Dwarf-flowered heartleaf within 1 mile of the project study area.					
6.	Essential Fish Habitat (Corps Requi	rement)				
6a.	Will this project occur in or near an are	a designated as essential fish habitat?	☐ Yes	⊠ No		
6b.	What data sources did you use to dete	ermine whether your site would impact E	ssential Fish Habitat	?		
	NMFS County Index					
7.	Historic or Prehistoric Cultural Res	ources (Corps Requirement)				
7a.	7a. Will this project occur in or near an area that the state, federal or tribal governments have designated as having historic or cultural preservation status (e.g., National Historic Trust designation or properties significant in North Carolina history and archaeology)?  ☐ Yes ☐ Yes ☐ No					
7b.	7b. What data sources did you use to determine whether your site would impact historic or archeological resources?					
NEPA Documentation						
8. 1	Flood Zone Designation (Corps Requ	irement)				
8a.	Ba. Will this project occur in a FEMA-designated 100-year floodplain?  ⊠ Yes  □ No					
8b. If yes, explain how project meets FEMA requirements: NCDOT Hydraulics Unit coordination with FEMA						
8c. What source(s) did you use to make the floodplain determination? FEMA Maps						
	Dr. Gregory J. Thorpe, Ph D Applicant/Agent's Printed Name  Applicant/Agent's Signature (Agent's signature is valid only if an authorization letter from the applicant is provided.)					

DEPARTMENT OF THE ARMY
Wilmington District, Corps of Engineers
Post Office Box 1890
Wilmington, North Carolina 28402-1890

Regional General Permit No. 198200031

Name of Permittee: General Public Effective Date: November 1, 2008
Expiration Date: October 31, 2013

## DEPARTMENT OF THE ARMY REGIONAL GENERAL PERMIT

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

District Engineer U.S. Army Engineer District, Wilmington Corps of Engineers Post Office Box 1890 Wilmington, North Carolina 28402-1890

TO AUTHORIZE THE DISCHARGE OF DREDGED OR FILL MATERIAL IN WATERS OF THE UNITED STATES, INCLUDING WETLANDS, ASSOCIATED WITH THE CONSTRUCTION, MAINTENANCE AND REPAIR OF BRIDGES, INCLUDING COFFERDAMS, ABUTMENTS, FOUNDATION SEALS, PIERS, APPROACH FILLS, DETOUR FILLS, BOX CULVERT INSTALLATION AND TEMPORARY CONSTRUCTION AND ACCESS FILLS, IN WATERS OF THE UNITED STATES AS PART OF WORK CONDUCTED BY THE NORTH CAROLINA DEPARTMENT OF TRANSPORTATION (NCDOT) OR OTHER STATE, FEDERAL OR LOCAL GOVERNMENTAL ENTITY, IN THE STATE OF NORTH CAROLINA.

### 1. Special Conditions.

a. Written confirmation that the proposed work complies with this RGP must be received from the Wilmington District Engineer prior to the commencement of any work. To enable this determination to be made, the permittee must furnish the Wilmington District Engineer a preconstruction notification with the following information:

A. A. Sec.

- (1) A map indicating the location of the work.
- (2) Plans of the proposed work showing all pertinent structures, elevations, dimensions and quantities of materials and locations of all structures and/or fill in wetlands or waterward of the normal/high water elevation contours.
- (3) A brief discussion of the affected aquatic resources, including streams and wetlands. The discussion shall include the identification and types of vegetation present.
  - (4) Approximate commencement and completion dates.
- (5) A description of methods to be employed to avoid and/or minimize permanent and temporary impacts to aquatic resources caused by the proposed work.
- (6) Plans, including timetables and techniques, for construction, stabilization and removal of all unavoidable temporary fills.
  - (7) Names and addresses of adjoining property owners.
- b. In the case of fills of one acre or less, including permanent approach fills, detour fills and fills associated with culvert installation, the Corps of Engineers' Project Manager will determine, after appropriate onsite visits and review of plans, if the impacts on aquatic resources, including streams and wetlands, are likely to be such as to require review by Federal and State agencies. If it is determined that impacts are minimal or can be made minimal by changes agreed to by the applicant, a letter of authorization to proceed will be provided. If it is determined that review by Federal and State agencies is necessary to fully evaluate impacts, copies of all plans and materials will be forwarded to the U.S. Fish and Wildlife Service (USFWS), the National Marine Fisheries Service (NMFS), the U.S. Environmental Protection Agency (EPA) and the North Carolina Department of Environment and Natural Resources (NCDENR). These agencies will furnish comments to the Wilmington District Engineer within thirty (30) days.
- c. In cases of fills greater than one acre, copies of all plans and materials will be forwarded to the USFWS, the NMFS, the EPA and the NCDENR. These agencies will furnish comments to the Wilmington District Engineer in thirty (30) days. In cases of land disturbing activities comprising more than one acre, a Sedimentation/Erosion Control Plan will be filed with the North Carolina Division of Land Resources, Land Quality Section, thirty (30) days prior to commencing work.
- d. Where work is proposed within the twenty (20) coastal counties, as defined by the North Carolina Division of Coastal Management, the applicant shall forward a copy of the preconstruction notification to:

National Marine Fisheries Service 101 Pivers Island Road

#### Beaufort, North Carolina 28516

The counties in which this condition applies are:

Bertie	Carteret	Dare	Hyde	Pender
Beaufort	Chowan	Gates	Onslow	Perquimans
Brunswick	Craven	New Hanover	Pamlico	Tyrrell
Camden	Currituck	Hertford	Pasquotank	Washington

- e. In the event that any Federal agency maintains an objection or any required State authorization is outstanding, no notice to proceed will be given until objections are resolved and State authorizations are issued.
- f. No work will proceed until after the applicant has received written notice to proceed from the Wilmington District Engineer. This notice may include additional conditions and/or restrictions. Copies of the notice to proceed will be furnished to the USFWS, the NMFS, the EPA and the NCDENR with a brief description of the work, including the area of wetlands affected and the quantity of fill material.
- g. Upon completion of any work authorized by this RGP, all temporary fills will be completely removed and the area reestablished as a wetland by restoring natural hydrology and native vegetation. Stream contours and riparian vegetation will be reestablished upon the removal of temporary culverts. In such instances, a restoration plan will be submitted to the Wilmington District Engineer for approval. Information in the restoration plan will be in accordance with special condition j. below.
- h. 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.
- i. In cases where new alignment approaches are to be constructed and the existing wetland approach fill is to be abandoned and no longer to be maintained as a roadway, the abandoned fill shall be removed and the area reestablished as a wetland. In such instances, a restoration plan will be submitted to the Wilmington District Engineer for approval. Information in the restoration plan will be in accordance with special condition j. below.
- j. Discharges of dredged or fill material into waters of the United States, including wetlands, must be minimized or avoided to the maximum extent practicable. In reviewing an activity, the Wilmington District Engineer will first determine whether the activity will result in more than minimal adverse environmental affects. For activities that are determined to have more than minimal impacts, compensatory mitigation will be required. To expedite the process, the applicant will provide a mitigation plan with the request for authorization. Site specific mitigation proposals will include, but are not necessarily limited to, a description of work, a schedule of work and a monitoring plan, and they will be in accordance with currently approved

Wilmington District and/or Corps-wide mitigation guidelines. The applicant may propose other forms of mitigation, such as mitigation bank credits or in-lieu fee mitigation with the notification, which in some situations and at the discretion of the Wilmington District, may be considered acceptable mitigation.

- k. Activities in any North Carolina designated "Mountain Trout Waters" must comply with all pH, temperature and turbidity criteria established for such waters by the North Carolina Wildlife Resources Commission (NCWRC) and/or the North Carolina Division of Water Quality (NCDWQ). Work that may result in the sedimentation of trout waters will generally be prohibited from October 15 to April 15, of any year, to avoid impacts on trout spawning.
- l. Before discharging dredged or fill material into waters of the United States, including wetlands, in the twenty-five (25) mountain counties of North Carolina that contain trout waters, the applicant will obtain and provide a letter of comments and recommendations from the NCWRC on the proposed activities. A discussion of alternatives to working in the mountain trout waters and why alternatives were not selected, and a plan to provide compensatory mitigation for all unavoidable adverse impacts to the mountain trout waters shall also be submitted with the letter from NCWRC. To facilitate coordination with the NCWRC, the proponent may provide a copy of the notification to the NCWRC concurrent with the notification to the District Engineer. The NCWRC will respond both to the proponent and directly to the Corps of Engineers.

The applicant should contact NCWRC in the following NC Trout Counties at:

Mr. Ron Linville		Counties	
Western Piedmont Region Coordinator	Alleghany	Caldwell	Watauga
3855 Idlewild Road Kernersville, NC 27284-9180 Telephone: (336) 769-9453	Ashe	Mitchell	Wilkes
	Avery	Stokes	Stokes
1 Cicphone. (330) 709-9433	Burke	Surry	

Mr. Dave McHenry		Counties	
Mountain Region Coordinator 20830 Great Smoky Mtn. Expressway Waynesville, NC 28786 Telephone: (828) 452-2546 Fax: (828) 452-7772	Buncombe	Henderson	Polk
	Cherokee	Jackson	Rutherford
	Clay	Macon	Swain
	Graham	Madison	Transylvania
	Haywood	McDowell	Yancey

m. This permit does not authorize the use of culverts in areas designated as anadromous fish spawning areas by the North Carolina Division of Marine Fisheries (NCDMF) or the North Carolina Wildlife Resources Commission (NCWRC).

n. Discharges into Waters of the United States designated by either the North Carolina Division of Marine Fisheries (NCDMF) or the NCWRC as anadromous fish spawning area are prohibited during the period between February 15 and June 30, without prior written approval from NCDMF or NCWRC and the Corps. Discharges into waters of the United States designated by NCDMF as primary nursery areas and discharges into waters of the United States designated by NCWRC as inland nursery areas shall be coordinated with NCDMF and NCWRC prior to being authorized by this RGP. Coordination with NCDMF and NCWRC may result in a required construction moratorium during periods of significant biological productivity or critical life stages.

The Applicant should contact:

NC Division of Marine Fisheries 3441 Arendell Street Morehead City, NC 28557 Telephone 252-726-7021 or 800-682-2632 North Carolina Wildlife Resources Commission Habitat Conservation Program Manager 1721 Mail Service Center Raleigh, NC 27699-1721 Telephone (919) 733-7638

- o. No activity may result in substantial permanent disruption of the movement of those species of aquatic life indigenous to the waterbody, including those species that normally migrate through the area. The dimension, pattern, and profile of the stream above and below a pipe or culvert should not be modified by widening the stream channel or by reducing the depth of the stream in connection with the construction activity. The width, height, and gradient of a proposed opening should be such as to pass the average historical low flow and spring flow without adversely altering flow velocity. Spring flow should be determined from gage data, if available. In the absence of such data, bankfull flow can be used as a comparable level.
- p. This permit generally allows the permanent installation of culverts to 100 feet in length. For culverts longer than 100 feet, the proposed application will be closely evaluated to determine if unacceptable impacts on movement of aquatic organisms would result. In such cases, approval may not be provided.
- q. If the project is located within the twenty (20) counties of North Carolina designated as coastal counties by the Coastal Area Management Act (CAMA), then all pipe and culvert inverts will be buried at least one foot below normal bed elevation when they are placed within the Public Trust Area of Environmental Concern (AEC) and/or the Estuarine Waters AEC as designated by CAMA, and/or all streams appearing as blue lines on United States Geological Survey (USGS) quad sheets. If the project is not located within the twenty (20) counties of North Carolina designated as coastal counties by CAMA, then culvert inverts will be buried at least one foot below the bed of the stream for culverts greater than 48 inches in diameter. Culverts 48 inches in diameter or less shall be buried or placed on the stream bed as practicable and appropriate to maintain aquatic passage, and every effort shall be made to maintain the existing channel slope. The potential for destabilization of the channel and head cutting upstream should

be considered in the placement of the culvert. A waiver from the depth specifications in this condition may be requested in writing. The waiver will only be issued if it can be demonstrated that the impacts of complying with this condition would result in more adverse impacts to the aquatic environment. Culverts placed in wetlands do not have to be buried.

- r. All activities authorized by this RGP shall, to the extent practicable, be conducted "in the dry", with barriers installed between work areas and aquatic habitat to protect that habitat from cement or 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 state until the concrete has hardened. Water in the work area will be pumped to holding and settling ponds as practicable, and water will not be allowed to re-enter the water column until decanted.
- s. If the project authorized by this RGP is proposed by a Federal or State agency, and is located within the twenty (20) counties of North Carolina designated as coastal counties by the CAMA, then prior to project initiation the proponent must obtain a consistency concurrence that the proposed project would be consistent with the state's coastal management program from the N.C. Division of Coastal Management (DCM). A copy of the state's consistency approval must be provided to the appropriate Wilmington District Regulatory Office at the following address:

Wilmington Regulatory Field Office P.O. Box 1890' Wilmington, NC 28402 Washington Regulatory Field Office P.O. Box 1000 Washington, NC 27889

The state's consistency approval will be conveyed in the form of a CAMA permit if the project is located within a designated CAMA Area of Environmental Concern (AEC), and will be conveyed in the form of a Consistency concurrence letter from DCM if the project is not located within a designated CAMA AEC.

- t. No work shall be authorized by the RGP within the twenty coastal counties, as defined by the North Carolina Division of Coastal Management, without prior consultation with NOAA Fisheries. For each activity reviewed by the Corps of Engineers where it is determined that the activity may affect Essential Fish Habitat (EFH) for Federally managed species, an EFH Assessment shall be prepared by the applicant and forwarded to the Corps of Engineers and NOAA Fisheries for review and comment prior to authorization of work.
- u. All work will comply with Water Quality Certification No. 3404, issued by the NCDWQ on 30 September 2008.
- v. The activity must be designed to maintain preconstruction downstream flow conditions (e.g., location, capacity, and flow rates). Furthermore, the activity must not permanently restrict or impede the passage of normal or expected high flows and the structure or discharge of dredged or fill material must withstand expected high flows

### 2. General Conditions.

- a. All activities authorized by this RGP that involve the discharge of dredged or fill material in waters of the United States will be consistent with applicable water quality standards, effluent limitations and standards of performance, prohibitions, pre-treatment standards and management practices established pursuant to the Clean Water Act (33 U.S.C. 1344) and applicable State and local law. If the proposed activity involves the discharge of dredged or fill material in waters of the United States, prior to the commencement of any work, the applicant will satisfy the NCDWQ regarding the need for a Water Quality Certification pursuant to Section 401 of the Clean Water Act.
- b. All activities authorized by this RGP that involve the use of concrete as a building material, measures will be taken to prevent live or fresh concrete, including bags of uncured concrete, from coming into contact with waters of the state until the concrete has hardened.
- c. To the maximum extent practicable, the pre-construction course, condition, capacity, and location of open waters must be maintained for each activity, including stream channelization and storm water management activities, except as provided below. The activity must be constructed to withstand expected high flows. The activity must not restrict or impede the passage of normal or high flows. The activity may alter the pre-construction course, condition, capacity, and location of open waters if it benefits the aquatic environment (e.g., stream restoration or relocation activities).
- d. All activities authorized by this RGP that involve the use of riprap material for bank stabilization, the following measures shall be applied:
- (1) Filter cloth must be placed underneath the riprap as an additional requirement of its use in North Carolina waters.
- (2) The placement of riprap shall be limited to the areas depicted on submitted work plan drawings.
- (3) The riprap material shall be clean and free from loose dirt or any pollutant except in trace quantities that would not have an adverse environmental effect.
- (4) It shall be of a size sufficient to prevent its movement from the authorized alignment by natural forces under normal conditions.
- (5) The riprap material shall consist of clean rock or masonry material such as, but not limited to, granite, marl, or broken concrete.
- (6) A waiver from the specifications in this general condition may be requested in writing. The waiver will only be issued if it can be demonstrated that the impacts of complying with this Regional condition would result in greater adverse impacts to the aquatic environment.

- e. 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.
- f. The activity must comply with applicable FEMA approved state or local floodplain management requirements.
- g. Heavy equipment working in wetlands or mudflats must be placed on mats, or other measures must be taken to minimize soil disturbance.
- h. A permittee, upon receipt of written notice from the Wilmington District Engineer of failure to comply with the terms or conditions of this RGP, will, within 60 days, without expense to the U.S. Government, and in such manner as the Wilmington District Engineer may direct, affect compliance with the terms and conditions or return the worksite to a pre-work condition.
- i. The permittee must make every reasonable effort to perform the work authorized herein in a manner so as to minimize any adverse impact on fish, wildlife and natural environmental values.
- j. The permittee must perform the work authorized herein in a manner so as to minimize any degradation of water quality. The activity will be conducted in such a manner as to prevent a significant increase in turbidity outside the area of construction or construction-related discharge. Increases such that the turbidity in the water body is 50 NTU's or less in all rivers not designated as trout waters by the North Carolina Division of Environmental Management (NCDEM), 25 NTU's or less in all saltwater classes and in all lakes and reservoirs, and 10 NTU's or less in trout waters, are not considered significant.
- k. The permittee will permit the Wilmington District Engineer or his representative to make periodic inspections at any time deemed necessary in order to assure that the activity is being performed or maintained in strict accordance with the Special and General Conditions of this permit.
- 1. This RGP does not convey any rights, either in real estate or material, or any exclusive privileges; and it does not authorize any injury to property or invasion of rights or any infringement of Federal, State or local laws or regulations, nor does it obviate the requirement to obtain State or local assent required by law for the activity authorized herein. These may include, but are not necessarily limited to, a Dredge and/or Fill Permit (N.C.G.S. 113-229), a CAMA Permit (N.C.G.S. 113A-118), an Easement to Fill (N.C.G.S. 146-12) and a Water Quality Certification pursuant to Section 401 of the Clean Water Act.
- m. Authorization provided by this RGP may be modified, suspended or revoked in whole or in part if the Wilmington District Engineer, acting on behalf of the Secretary of the Army, determines that such action would be in the best public interest. Unless subject to modification, suspension or revocation, the term of this RGP shall be five years. Any modification, suspension or revocation of this authorization will not be the basis for any claim for damages against the U.S. Government.

- n. This RGP does not authorize the interference with any existing or proposed Federal project and the permittee will not be entitled to compensation for damages or injury to the structures or work authorized herein which may be caused by or results from existing or future operations undertaken by the United States in the public interest.
- o. This RGP will not be applicable to proposed construction when the Wilmington District Engineer determines that the proposed activity would significantly affect the quality of the human environment and determines that an Environmental Impact Statement (EIS) must be prepared.
- p. This RGP will not be applicable to proposed construction when the Wilmington District Engineer determines, after any necessary investigations, that the proposed activity would adversely affect areas that possess historic, cultural, scenic, conservation or recreational values. Application of this exemption applies to:
- (1) Rivers named in Section 3 of the Wild and Scenic Rivers Act (15 U.S.C. 1273), those proposed for inclusion as provided by Sections 4 and 5 of the Act and wild, scenic and recreational rivers established by State and local entities.
- (2) Historic, cultural or archeological sites listed in or eligible for inclusion in the National Register of Historic Places as defined in the National Historic Preservation Act of 1966 as amended, the Abandoned Shipwreck Act of 1987 and the Native American Graves Protection and Repatriation Act.
- (3) Sites included in or determined eligible for listing in the National Registry of Natural Landmarks.
- (4) Endangered or threatened species or habitat of such species as determined by the Secretaries of Interior or Commerce and concerned in accordance with the Endangered Species Act (16 U.S.C. 1531).
- (5) NOAA designated marine sanctuaries, National Estuarine Research Reserves, and coral reefs.
- q. Permittees are advised that activities in or near a floodway may be subject to the National Flood Insurance Program, which prohibits any activities, including fill within a floodway that results in any increase in base flood elevations.
- r. At his discretion, the Wilmington District Engineer may determine that this RGP will not be applicable to a specific construction proposal. In such case, the procedure for processing an individual permit in accordance with 33 CFR 325 will be available.
- s. Any authorized structure or fill shall be properly maintained, including maintenance to ensure public safety.

The discharge of dredged or fill material shall consist of suitable material free from toxic pollutants in toxic amounts.

BY AUTHORITY OF THE SECRETARY OF THE ARMY:

Lefferson M. Ryscavage. Colonel, Corps of Engineers

District Commander

**R-26** 



North Carolina Department of Environment and Natural Resou

**Division of Water Quality** 

Beverly Eaves Perdue Governor

Charles Wakild Director B.4458 RECEIVED

APR 9 2012

Resources DIVISION OF HIGHWAYS PDEA-OFFICE OF NATUSAL ENVIRONMENT

Dee Freeman Secretary

April 3, 2012 DWQ# 12-0307 Catawba County

Dr. Gregory J. Thorpe NCDOT Project Development and Environmental Analysis Unit 1598 Mail Service Center Raleigh, NC 27699-1598

#### APPROVAL of 401 Water Quality Certification with Additional Conditions

Dear Dr. Thorpe:

You have our approval, in accordance with the attached conditions and those listed below, to permanently impact 157 linear feet (If) (114 If for bank stabilization and 43 If for interior bent installation) and to temporarily impact 0.02 acres (causeways) of the South Fork Catawba River (Site 1), a perennial stream, and to permanently impact 18 If (bank stabilization) of an unnamed tributary to the South Fork Catawba River (Site 2), a perennial stream, as described in your application received by the Division of Water Quality (DWQ) on March 27, 2012. The location of the project is State Road 2019 (Rocky Ford Road) in Catawba County. After reviewing your application, we have determined that this project is covered by Water Quality General Certification Numbers 3820. 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. This approval will expire with the associated 404 permit unless otherwise specified in the Water Quality Certification.

This approval is valid solely for the purpose and design that you described in your application (unless modified below). Should your project change, you must notify the DWQ in writing and you may be required to submit a new application. If the property is sold, the new owner must be given a copy of this Certification and approval letter and is thereby responsible for complying with all conditions. If total wetland fills for this project (now or in the future) exceed one acre, or if total impacts to streams (now or in the future) exceed 150 linear feet, compensatory mitigation may be required as described in 15A NCAC 2H.0506 (h)(6) and (7). For this approval to remain valid, you must adhere to the conditions listed in the attached certification and those listed below:

All portions of the proposed project draining to 303(d) listed watersheds that are impaired due to turbidity shall be designed, constructed, and operated with sediment and erosion control measures that meet Design Standards in Sensitive Watersheds [15A NCAC 4B .0124]. However, due to the size of the project, NC DOT shall not be required to meet 15A NCAC 4B .0124(a) regarding the maximum amount of uncovered acres.

Mooresville Regional Office Location: 610 East Center Ave., Suite 301 Mooresville, NC 28115 Phone: (704) 663-1699 \ Fax: (704) 663-6040 \ Customer Service: 1-877-623-6748 Internet: http://portal.ncdenr.org/web/wq

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# Dr. Gregory J. Thorpe Page Two

- 2. The use of riprap above the normal high water mark shall be minimized. Any riprap placed for stream stabilization shall be placed in stream channels in such a manner that it does not impede aquatic life passage.
- 3. The post-construction removal of any temporary bridge structures must return the project site to its preconstruction contours and elevations. The impacted areas shall be revegetated with appropriate native species.
- 4. Strict adherence to the most recent version of NCDOT's Best Management Practices For Bridge Demolition and Removal approved by the US Army Corps of Engineers is a condition of the 401 Water Quality Certification.
- 5. 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. Please refer to the most current version of Stormwater Best Management Practices.
- 6. 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 NCDWQ first.
- 7. No drill slurry or water that has been in contact with uncured concrete shall be allowed to enter surface waters. This water shall be captured, treated, and disposed of properly.
- 8. All pile driving or drilling activities shall be enclosed in turbidity curtains unless otherwise approved by NCDWQ in this certification.
- 9. 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.
- 10. 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.
- 11. 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.
- 12. 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.
- 13. Heavy equipment shall be operated from the banks rather than in the stream channel in order minimize sedimentation and reduce the introduction of other pollutants into the stream.
- 14. No rock, sand or other materials shall be dredged from the stream channel except where authorized by this certification.
- 15. Temporary dewatering sites must be restored to pre-existing conditions unless more natural geomorphic conditions can be provided.

# Dr. Gregory J. Thorpe Page Three

- 16. 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 the 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.
- 17. 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.
- 18. All fill slopes located in jurisdictional wetlands shall be placed at slopes no flatter than 3:1, unless otherwise authorized by this certification.
- 19. Discharging hydroseed mixtures and washing out hydroseeders and other equipment in or adjacent to surface waters is prohibited.
- 20. A copy of this Water Quality Certification shall be posted 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.
- 21. Native riparian vegetation must be re-established within the construction limits of the project by the end of the growing season following completion of construction.
- 22. Sediment and erosion control measures shall not be placed in wetlands or waters to the maximum extent practicable. If placement of sediment and erosion control devices in wetlands and waters is unavoidable, they shall be removed and the natural grade restored within 30 days after the Division of Land Resources has released the project.
- 23. 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:
  - 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.
- 24. The North Carolina Department of Transportation (NCDOT) and its contractors and/or agents shall not excavate, fill or perform mechanized land clearing at any time in the construction or maintenance of this project within waters and/or wetlands, except as authorized by this Certification, or any modification to this Certification (e.g., no work shall occur outside of the footprint of the plans provided). In addition, there shall be no excavation from or waste disposal into jurisdictional wetlands or waters associated with this Certification without appropriate modification. If this occurs, compensatory mitigation may be required since it is a direct impact from road construction activities.

Dr. Gregory J. Thorpe Page Four

- \* 25. The Permittee shall ensure that the final design drawings adhere to the certification and to the drawings submitted for approval.
  - 26. The outside buffer, wetland or water boundary located within the construction corridor approved by this certification 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.
  - 27. The Permittee shall report any violations of this certification to the Division of Water Quality within 24 hours of discovery.
- \* 28. Upon completion of the project, the NCDOT Division Engineer shall complete and return the enclosed "Certificate of Completion" form to notify DWQ when all work included in the 401 Certification has been completed. Please include photographs upstream and downstream of the structure to document correct installation.
  - 29. Continuing Compliance. NCDOT shall conduct its activities in a manner so as not to contravene any state water quality standard [including any requirements for compliance with section 303(d) of the Clean Water Act] and any other appropriate requirements of state and federal law. If DWQ 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, DWQ may reevaluate and modify this certification to include conditions appropriate to assure compliance with such standards and requirements in accordance with 15 A NCAC 2H.0507(d). Before codifying the certification, DWQ shall notify NCDOT and the USACE, provide public notice in accordance with 15A NCAC 2H.0503, and provide opportunity for public hearing in accordance with 15A NCAC 2H.0504. Any new or revised conditions shall be provided to NCDOT in writing, shall be provided to the USACE for reference in any permit issued pursuant to Section 404 of the Clean Water Act, and shall also become conditions of the 404 Permit for the project.

If you do not accept any of the conditions of this Certification, you may ask for an adjudicatory hearing. You must act within 60 days of the date that you receive this letter. To ask for a hearing, send a written petition that conforms to Chapter 150B of the North Carolina General Statutes to the Office of Administrative Hearings, 6714 Mail Service Center, Raleigh, N.C. 27699-6714. This Certification and its conditions are final and binding unless you ask for a hearing.

This letter completes the review by the Division of Water Quality under Section 401 of the Clean Water Act. If you have any questions, please telephone Polly Lespinasse in the Mooresville Regional Office at 704-663-1699.

Sincerely, as a support of the state of the

for Charles Wakild

Attachments (a) The contract the final status of the first transfer of the contract of the con

cc: Liz Hair, USACE Asheville Field Office Sonia Carrillo, DWQ Wetlands Unit File Copy

GENERAL CERTIFICATION FOR PROJECTS ELIGIBLE FOR U.S. ARMY CORPS OF ENGINEERS NATIONWIDE PERMIT NUMBER 14 (LINEAR TRANSPORTATION PROJECTS)

AND REGIONAL GENERAL PERMIT 198200031 (WORK ASSOCIATED WITH BRIDGE CONSTRUCTION, MAINTENANCE OR REPAIR CONDUCTED BY NCDOT OR OTHER GOVERNMENT AGENCIES)

AND RIPARIAN AREA PROTECTION RULES (BUFFER RULES)

Water Quality Certification Number 3886 is issued in conformity with the requirements of Section 401, Public Laws 92-500 and 95-217 of the United States and subject to the North Carolina Division of Water Quality (DWQ) Regulations in 15A NCAC 02H .0500 and 15A NCAC 02B .0200 for the discharge of fill material to waters and adjacent wetland areas or to wetland areas that are not a part of the surface tributary system to interstate waters or navigable waters of the United States (as described in 33 CFR 330 Appendix A (B) (14) of the Corps of Engineers regulations (Nationwide Permit No. 14 and Regional General Permit 198200031) and for the Riparian Area Protection Rules (Buffer Rules) in 15A NCAC 02B .0200.

The State of North Carolina certifies that the specified category of activity will not violate applicable portions of Sections 301, 302, 303, 306 and 307 of the Public Laws 92-500 and 95-217 if conducted in accordance with the conditions hereinafter set forth.

\* Any proposed fill or modification of wetlands and/or waters, including streams, under this General Certification requires application to, and written approval from the Division of Water Quality except for the single family lot exemption described below.

Activities meeting any one (1) of the following thresholds or circumstances require written approval for a 401 Water Quality Certification from the Division of Water Quality (the "Division"):

- a) Any temporary or permanent impacts to wetlands, open waters and/or streams, including stream relocations, except for construction of a driveway to a single family lot as long as the driveway involves less than 25 feet of temporary and/or permanent stream channel impacts, including any in-stream stabilization needed for the crossing; or
- b) Any impact associated with a high density project (as defined in Item (A)(iv) of the 401 Stormwater Requirements) that is not subject to either a state stormwater program (such as, but not limited to, Coastal Counties, HQW, ORW or state-implemented Phase II NPDES) or a certified community's stormwater program; or
- c) Any impact associated with a Notice of Violation or an enforcement action for violation(s) of DWQ Wetland Rules (15A NCAC 02H .0500), Isolated Wetland Rules (15A NCAC 02H .1300), DWQ Surface Water or Wetland Standards, or Riparian Buffer Rules (15A NCAC 02B .0200); or
- \* d) Any impacts to streams and/or buffers in the Neuse, Tar-Pamlico, or Catawba River Basins or in the Randleman, Jordan or Goose Creek Watersheds (or any other basin or watershed with Riparian Area Protection Rules [Buffer Rules] in effect at the time of application) unless the activities are listed as "EXEMPT" from these rules or a Buffer Authorization Certificate is issued through N.C. Division of Coastal Management (DCM) delegation for "ALLOWABLE" activities.
- \* 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. If a project also requires a CAMA Permit, then one payment to both agencies shall be submitted and will be the higher of the two fees.

Activities included in this General Certification that do not meet one of the thresholds listed above do not require written approval from the Division as long as they comply with

the Conditions of Certification listed below. If any of these Conditions cannot be met, then written approval from the Division is required.

Conditions of Certification:

No Impacts Beyond those Authorized in the Written Approval or Beyond the Threshold of Use
of this Certification

No waste, spoil, solids, or fill of any kind shall occur in wetlands, waters, or riparian areas beyond the footprint of the impacts depicted in the Pre-Construction Notification, as authorized in the written approval from the Division or beyond the thresholds established for use of this Certification without written authorization, including incidental impacts. All construction activities, including the design, installation, operation, and maintenance of sediment and erosion control Best Management Practices shall be performed so that no violations of state water quality standards, statutes, or rules occur. Approved plans and specifications for this project are incorporated by reference and are enforceable parts of this permit.

2. Standard Erosion and Sediment Control Practices

Erosion and sediment control practices must be in full compliance with all specifications governing the proper design, installation and operation and maintenance of such Best Management Practices and if applicable, comply with the specific conditions and requirements of the NPDES Construction Stormwater Permit issued to the site:

- a. Design, installation, operation, and maintenance of the sediment and erosion control measures must be such that they equal or exceed the requirements specified in the most recent version of the *North Carolina Sediment and Erosion Control Manual*. The devices shall be maintained on all construction sites, borrow sites, and waste pile (spoil) projects, including contractor-owned or leased borrow pits associated with the project.
- b. For borrow pit sites, the erosion and sediment control measures must be designed, installed, operated, and maintained in accordance with the most recent version of the *North Carolina Surface Mining Manual*.
- c. Reclamation measures and implementation must comply with the reclamation in accordance with the requirements of the Sedimentation Pollution Control Act and the Mining Act of 1971.
- d. Sufficient materials required for stabilization and/or repair of erosion control measures and stormwater routing and treatment shall be on site at all times.
- e. If the project occurs in waters or watersheds classified as Primary Nursery Areas (PNAs), SA, WS-I, WS-II, High Quality (HQW), or Outstanding Resource (ORW) waters, then the sedimentation and erosion control designs must comply with the requirements set forth in 15A NCAC 04B .0124, Design Standards in Sensitive Watersheds.

#### 3. No Sediment and Erosion Control Measures in Wetlands or Waters

Sediment and erosion control measures shall not be placed in wetlands or waters. Exceptions to this condition require application submittal to and written approval by the Division. If placement of sediment and erosion control devices in wetlands and waters is unavoidable, then design and placement of temporary erosion control measures shall not be conducted in a manner that may result in dis-equilibrium of wetlands, stream beds, or banks, adjacent to or upstream and downstream of the above structures. All sediment and erosion control devices shall be removed and the natural grade restored within two (2) months of the date that the Division of Land Resources (DLR) or locally delegated program has released the specific area within the project.

#### 4. Construction Stormwater Permit NCG010000

An NPDES Construction Stormwater Permit is required for construction projects that disturb one (1) or more acres of land. This Permit allows stormwater to be discharged during land disturbing construction activities as stipulated in the conditions of the permit. If your 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. A copy of the general permit (NCG010000), inspection log sheets, and other information may be found at http://portal.ncdenr.org/web/wg/ws/su/npdessw#tab-w

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.

#### 5. Construction Moratoriums and Coordination

If activities must occur during periods of high biological activity (i.e. 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.

All moratoriums on construction activities established by the NC Wildlife Resources Commission (WRC), US Fish and Wildlife Service (USFWS), NC Division of Marine Fisheries (DMF), or National Marine Fisheries Service (NMFS) to lessen impacts on trout, anadromous fish, larval/post-larval fishes and crustaceans, or other aquatic species of concern shall be implemented. Exceptions to this condition require written approval by the resource agency responsible for the given moratorium.

Work within the twenty-five (25) designated trout counties or identified state or federal endangered or threatened species habitat shall be coordinated with the appropriate WRC, USFWS, NMFS, and/or DMF personnel.

#### 6. Work in the Dry

All work in or adjacent to stream waters 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 submittal to and written approval by the Division.

#### 7. Riparian Area Protection (Buffer) Rules

Activities located in the protected riparian areas (whether jurisdictional wetlands or not), within the Neuse, Tar-Pamlico, or Catawba River Basins or in the Randleman, Jordan, or Goose Creek Watersheds (or any other basin or watershed with buffer rules) shall be limited to "uses" identified within and constructed in accordance with 15A NCAC 02B .0233, .0259, .0243, .0250, .0267 and .0605, and shall be located, designed, constructed, and maintained to have minimal disturbance to protect water quality to the maximum extent practicable through the use of best management practices. All buffer rule requirements, including diffuse flow requirements, must be met.

- 8. If concrete is used during the 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 due to the potential for elevated pH and possible aquatic life/ fish kills.
- 9. 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, preformed scour holes, vegetated buffers, etc.) before entering the stream. Please refer to the most current version of Stormwater Best Management Practices. Exceptions to this condition require written approval by the Division.

#### 10. Compensatory Mitigation

In accordance with 15A NCAC 02H .0506 (h), compensatory mitigation may be required for losses of equal to or greater than 150 linear feet of streams (intermittent and perennial) and/or equal to or greater than one (1) acre of wetlands. For linear public transportation projects, impacts equal to or exceeding 150 linear feet per stream shall require mitigation.

Buffer mitigation may be required for any project with Buffer Rules in effect at the time of application for activities classified as "Allowable with Mitigation" or "Prohibited" within the Table of Uses.

A determination of buffer, wetland, and stream mitigation requirements shall be made for any General Water Quality Certification for this Nationwide and/or Regional General Permit. Design and monitoring protocols shall follow the US Army Corps of Engineers Wilmington District Stream Mitigation Guidelines (April 2003) or its subsequent updates. Compensatory mitigation plans shall be submitted to the Division for written approval as required in those protocols. The mitigation plan must be implemented and/or constructed before any impacts occur on site. Alternatively, the Division will accept payment into an in-lieu fee program or a mitigation bank. In these cases, proof of payment shall be provided to the Division before any impacts occur on site.

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# Water Quality Certification No. 3886

11. Relocated stream designs should include the same dimensions, patterns, and profiles as the existing channel (or a stable reference reach if the existing channel is unstable), to the maximum extent practical. The new channel should be constructed in the dry and water shall not be turned into the new channel until the banks are stabilized. Vegetation used for bank stabilization shall be limited to native woody species, and should include establishment of a 30-foot wide wooded and an adjacent 20-foot wide vegetated buffer on both sides of the relocated channel to the maximum extent practical. A transitional phase incorporating appropriate erosion control matting materials and seedling establishment is allowable, however matting that incorporates plastic mesh and/or plastic twine shall not be used in wetlands, riparian buffers or floodplains as recommended by the North Carolina Sediment and Erosion Control Manual. Rip-rap, A-Jacks, concrete, gabions or other hard structures may be allowed if it is necessary to maintain the physical integrity of the stream; however, the applicant must provide written justification and any calculations used to determine the extent of rip-rap coverage. Please note that if the stream relocation is conducted as a stream restoration as defined in the US Army Corps of Engineers Wilmington District, April 2003 Stream Mitigation Guidelines (or its subsequent updates), the restored length may be used as compensatory mitigation for the impacts resulting from the relocation.

#### 12. Stormwater Management Plan Requirements

All applications shall address stormwater management throughout the entire project area per the 401 Stormwater Requirements, referenced herein as "Attachment A" at the end of this Certification.

13. Placement of Culverts and Other Structures in Waters and Wetlands

Culverts required for this project shall be designed and installed in such a manner that the original stream profiles are not altered and allow for aquatic life movement during low flows. Existing stream dimensions (including the cross section dimensions, pattern, and longitudinal profile) must be maintained above and below locations of each culvert.

Placement of culverts and other structures in waters and streams must be 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 or equal to 48 inches, to allow low flow passage of water and aquatic life.

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 (rock ladders, crossvanes, etc). Notification to the Division including supporting documentation to include a location map of the culvert, culvert profile drawings, and slope calculations shall be provided to the Division 60 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 to the Division including supporting documentation such as, but not limited to, a location map of the culvert, geotechnical reports, photographs, etc shall be provided to the Division a minimum of 60 days prior to the installation of the culvert. If bedrock is discovered during construction, then the Division 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 submittal to, and written approval by, the Division of Water Quality, regardless of the total impacts to streams or wetlands from the project.

Installation of culverts in wetlands must ensure continuity of water movement and be designed to adequately accommodate high water or flood conditions. Additionally, when roadways, causeways, or other fill projects are constructed across FEMA-designated floodways or wetlands, openings such as culverts or bridges must be provided to maintain the natural hydrology of the system as well as prevent constriction of the floodway that may result in destabilization of streams or wetlands.

The establishment of native, woody vegetation and other soft stream bank stabilization techniques must be used where practicable instead of riprap or other bank hardening methods.

- 14. All temporary fill and culverts shall be removed and the impacted area returned to natural conditions within 60 days of the determination that the temporary impact is no longer necessary. The impacted areas shall be restored to original grade, including each stream's original cross sectional dimensions, plan form pattern, and longitudinal bed and bed profile, and the various sites shall be stabilized with natural woody vegetation (except for the approved maintenance areas) and restored to prevent erosion.
- 15. All temporary pipes/ culverts/ riprap pads etc, shall be installed in all streams 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 so as not to restrict stream flow or cause dis-equilibrium during use of this General Certification.
- 16. Any riprap 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 buried and/or "keyed in" 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.
- 17. Any rip-rap used for stream stabilization shall be of a size and density so as not to be able to be carried off by wave, current action, or stream flows and 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.
- 18. A one-time application of fertilizer to re-establish vegetation is allowed in disturbed areas including riparian buffers, but is restricted to no closer than 10 feet from top of bank of streams. Any fertilizer application must comply with all other Federal, State and Local regulations.
- 19. If this Water Quality Certification is used to access building sites, then all lots owned by the applicant must be buildable without additional impacts to streams or wetlands. The applicant is required to provide evidence that the lots are buildable without requiring additional impacts to wetlands, waters, or buffers if required to do so in writing by the Division. For road construction purposes, this Certification shall only be utilized from natural high ground to natural high ground.
- 20. Deed notifications or similar mechanisms shall be placed on all retained jurisdictional wetlands, waters, and protective buffers within the project boundaries in order to assure compliance for future wetland, water, and buffer impact. These mechanisms shall be put in place at the time of recording of the property or of individual lots, whichever is appropriate. A sample deed notification can be downloaded from the 401/Wetlands Unit web site at <a href="http://portal.ncdenr.org/web/wq/swp/ws/401/certsandpermits/apply/forms">http://portal.ncdenr.org/web/wq/swp/ws/401/certsandpermits/apply/forms</a>. The text of the sample deed notification may be modified as appropriate to suit to a specific project. Documentation of deed notifications shall be provided to the Division upon request.

- \* 21. If an environmental document is required under the National or State Environmental Policy Act (NEPA or SEPA), then this General Certification is not valid until a Finding of No Significant Impact (FONSI) or Record of Decision (ROD) is issued by the State Clearinghouse.
  - 22. In the twenty (20) coastal counties, the appropriate DWQ Regional Office must be contacted to determine if Coastal Stormwater Regulations will be required.
  - 23. This General Certification does not relieve the applicant of the responsibility to obtain all other required Federal, State, or Local approvals.
  - 24. The applicant/permittee and their authorized agents shall conduct all activities in a manner consistent with State water quality standards (including any requirements resulting from compliance with §303(d) of the Clean Water Act), and any other appropriate requirements of State and Federal Law. If the Division determines that such standards or laws are not being met, including failure to sustain a designated or achieved use, or that State or Federal law is being violated, or that further conditions are necessary to assure compliance, then the Division may reevaluate and modify this General Water Quality Certification.
- \* 25. When written authorization is required for use of this certification, upon completion of all permitted impacts included within the approval and any subsequent modifications, the applicant shall be required to return the certificate of completion attached to the approval. One copy of the certificate shall be sent to the DWQ Central Office in Raleigh at 1650 Mail Service Center, Raleigh, NC, 27699-1650.
  - 26. 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.
  - 27. This certification grants permission to the director, an authorized representative of the Director, or DENR staff, upon the presentation of proper credentials, to enter the property during normal business hours.

This General Certification shall expire on the same day as the expiration date of the corresponding Nationwide 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.

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.

The Director of the North Carolina Division of Water Quality may require submission of a formal application for Individual Certification for any project in this category of activity if it is determined that the project is likely to have a significant adverse effect upon water quality, including state or federally listed endangered or threatened aquatic species, or degrade the waters so that existing uses of the wetland or downstream waters are precluded.

### R-37

# Water Quality Certification No. 3886

Public hearings may be held for specific applications or group of applications prior to a Certification decision if deemed in the public's best interest by the Director of the North Carolina Division of Water Quality.

Effective date: March 19, 2012

**DIVISION OF WATER QUALITY** 

Ву

mon mant for

Charles Wakild, P.E.

Director

History Note: Water Quality Certification (WQC) Number 3886 issued March 12, 2012 replaces 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. This WQC is rescinded when the Corps of Engineers reauthorizes any of the corresponding Nationwide and/or Regional General Permits or when deemed appropriate by the Director of the Division of Water Quality.

#### Attachment A: 401 Stormwater Requirements

The requirements listed below shall be implemented in order to comply with Condition 12 of this General Certification. For the North Carolina Department of Transportation, compliance with NCDOT's Individual NPDES permit NCS000250 shall serve to satisfy the 401 and Isolated Wetland Stormwater Requirements.<sup>1</sup>

- A. Design and Implementation Requirements. All projects, regardless of project area, amount of built-upon area or amount of jurisdictional impact, shall meet the following stormwater design requirements:
  - i. Non-Erosive Discharge to Streams and Wetlands. Stormwater conveyances that discharge to streams and wetlands must discharge at a non-erosive velocity prior to entering the stream or wetland during the peak flow from the ten-year storm.<sup>2</sup>
  - ii. Vegetated Setbacks. A 30-foot wide vegetated setback must be maintained adjacent to streams, rivers and tidal waters in areas that are not subject to a state Riparian Area Protection Rule or other more stringent vegetated setback requirements. The width of the setback shall be measured horizontally from the normal pool elevation of impounded structures, the top-of-bank of streams and rivers, and the mean high waterline of tidal waters, perpendicular to shoreline. Vegetated setback and filters required by state rules or local governments may be met concurrently with this requirement and may contain coastal, isolated or 404 jurisdictional wetlands. Non-jurisdictional portions of the vegetated setback may be cleared and graded, but must be planted with and maintained in grass or other vegetative or plant material.<sup>3</sup>
  - iii. **Construction and Operation.** The stormwater management plan must be constructed and operational before any permanent building or other structure is occupied or utilized at the site. The stormwater management plan, including drainage patterns, must be maintained in perpetuity.<sup>4</sup>
  - iv. Coordination with Other Stormwater Programs. Projects that are subject to another Division of Water Quality (DWQ) stormwater program, including (but not limited to) the 20 Coastal Counties, HQW, ORW or state-implemented Phase II NPDES, or a Certified Community's stormwater management program, must be constructed and maintained in compliance with the approved stormwater management plan.<sup>5</sup>
  - v. Stormwater Design Requirements for Projects Not Covered Under Item (iv). Projects that are not subject to another DWQ stormwater program or a Certified Community's stormwater program shall meet all of the following requirements:
    - a. Low Density. A site is low density if all the following requirements are met:
      - 1. The development has a built upon area of twenty-four percent (24%) or less, considering both current and future development. When determining the amount of built upon area, coastal wetlands shall be included; however, ponds, lakes and rivers as specified in North Carolina's Schedule of Classifications shall be excluded. If a portion of project has a density greater than 24%, the higher density area must be located in an upland area and away from surface waters and drainageways to the maximum extent practicable.<sup>6</sup>
      - 2. All stormwater runoff from the built upon areas is transported primarily via vegetated conveyances designed in accordance with the most recent version of the NC DWQ Stormwater Best Management Practices Manual. Alternative designs may be approved if the applicant can show that the design provides

equal or better water quality protection than the practices specified in the manual. The project must not include a stormwater collection system (such as piped conveyances) as defined in 15A NCAC 02B .0202(60).<sup>7</sup>

- b. **High Density.** Projects that do not meet the Low Density requirements shall meet the following requirements:
  - Stormwater runoff from the entire site must be treated by structural stormwater controls (BMPs) that are designed to remove eighty-five percent (85%) of the average annual amount of Total Suspended Solids (TSS). Stormwater runoff that drains directly to Nutrient Sensitive Waters (NSW) must also be treated to remove thirty percent (30%) of Total Nitrogen (TN) and Total Phosphorus (TP).<sup>8</sup>
  - 2. All BMPs must be designed in accordance with the version of the NC DWQ Stormwater Best Management Practices Manual that is in place on the date of stormwater management plan submittal. Alternative designs may be approved if the applicant can show that the design provides equal or better water quality protection than the practices specified in the manual.<sup>9</sup>
  - DWQ may add specific stormwater management requirements on a case-bycase basis in order to ensure that a proposed activity will not violate water quality standards.<sup>10</sup>
  - 4. DWQ may approve Low Impact Developments (LIDs) that meet the guidance set forth in the Low Impact Development: A Guidebook for North Carolina. 11
  - Proposed new development undertaken by a local government solely as a public road project shall follow the requirements of the NC DOT BMP Toolbox rather than Items (1)-(4) above.<sup>12</sup>
- B. Submittal Requirements. The submittal requirements listed below apply only to projects that require written authorization as indicated in the applicable General Certification as well as projects that require an Isolated Wetlands Permit. Any required documentation shall be sent to the Wetlands, Buffers and Stormwater Compliance and Permitting Unit at 1650 Mail Service Center, Raleigh, NC 27699-1650.
  - Projects that are Subject to Another DWQ Stormwater Program: If the project is subject to another DWQ stormwater program, such as the 20 Coastal Counties, HQW, ORW or state-implemented Phase II NPDES, then the applicant shall submit a copy of the stormwater approval letter before any impacts occur on site.<sup>13</sup>
  - ii. Projects that are Subject to a Certified Community's Stormwater Program. If the project is subject to a certified local government's stormwater program, then the applicant shall submit one set of approved stormwater management plan details and calculations with documentation of the local government's approval before any impacts occur on site.<sup>5</sup>
  - Projects Not Covered Under Items (i) or (ii). If the project is not subject to another DWQ Stormwater Program or a Certified Community's stormwater program, then it shall be reviewed and approved by the DWQ through the Water Quality Certification authorization process.
    - a. Low Density. For low density projects, the applicant shall submit two copies of the DWQ Low Density Supplement Form with all required items.<sup>13</sup>

- b. High Density. For high density projects, the applicant shall submit two copies of a DWQ BMP Supplement Form and all required items at the specified scales for each BMP that is proposed.<sup>13</sup>
- iv. **Phasing.** Stormwater management plans may be phased on a case-by-case basis, with the submittal of a final stormwater management plan per Items (i)-(iii) above required for the current phase and a conceptual stormwater management plan for the future phase(s). The stormwater management plan for each future phase must be approved by the appropriate entity before construction of that phase is commenced. The approved stormwater management plan for each future phase must be constructed and operational before any permanent building or other structure associated with that phase is occupied. <sup>14</sup>
- v. **Stormwater Management Plan Modifications.** The stormwater management plan may not be modified without prior written authorization from the entity that approved the plan. If the project is within a Certified Community, then the applicant shall submit one set of approved stormwater management plan details and calculations with documentation of the local government's approval for record-keeping purposes. If the project is subject to DWQ review, then the applicant shall submit two copies of the appropriate Supplement Forms per Item (iii) above for any BMPs that have been modified for DWQ's review and approval. <sup>15</sup>

The stormwater requirement for 401 applications is codified in 15A NCAC 02H .0506(b)(5) and (c)(5).

Non erosive discharge rates are required in SL 2008-211§2(b)(1). The 10-year design storm standard is codified in 15A NCAC 02H .1008(f)(2) and .1008(g)(1).

3 30-foot vegetated setbacks are required in SL 2006-246§9(d), SL 2008-211§2(b), 15A NCAC 02H .1006(2)(c) and .1007(1)(a).

Construction and maintenance of the stormwater plan is necessary to satisfy 15A NCAC 02H .0506(b)(5).

Conveys application procedure to streamline the permitting process and reduce any unnecessary duplication in the review of stormwater management plans.

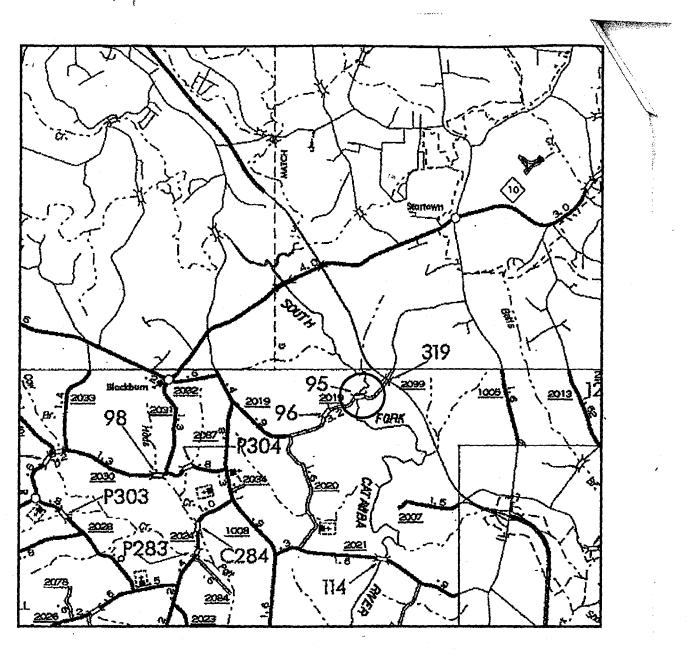
6 Low density built upon area thresholds are set in SL 2006-246§9(c) and SL 2008-211§2(b).

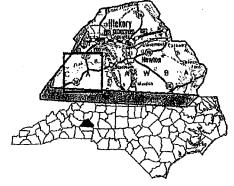
The requirement for low density development to use vegetated conveyances is codified in SL 2006-246§9(c), SL 2008-211§2(b), 15A NCAC 02H .1006(2)(b) and .1007(1)(a). The Stormwater BMP Manual is also referenced in 15A NCAC 02B .0265(3)(a) and .0277(4)(e).

85% TSS removal is required in SL 2006-246§9(d), SL 2008-211§2(b), 15A NCAC 02H .1006(2)(c), 15A NCAC 02H .1007(1)(a). The 30% TN and TP removal requirements for NSW waters are set forth in 15A NCAC 02B .0232, 15A NCAC 02B .0257(a)(1), 15A NCAC 02B .0265(3)(a) and 15A NCAC 02B .0277(4).

The Stormwater BMP Manual is also referenced in 15A NCAC 02B .0265(3)(a) and .0277(4)(e).

- The requirement for DWQ to ensure that water quality standards are protected before issuing a 401 certification is codified in 15A NCAC 02H .0506.
- <sup>11</sup> The LID Toolbox is also referenced in 15A NCAC 02B .0277(4)(g).
- 12 The term "public road project" is defined in15A NCAC 02B .0265(3)(a).
- <sup>13</sup> Conveys application procedure to streamline the permitting process.
- Phased development is addressed as a "common plan of development" in 15A NCAC 02H .1003(3).
- <sup>15</sup> Procedures for modifying stormwater plans are set forth in 15A NCAC 02H .1011.



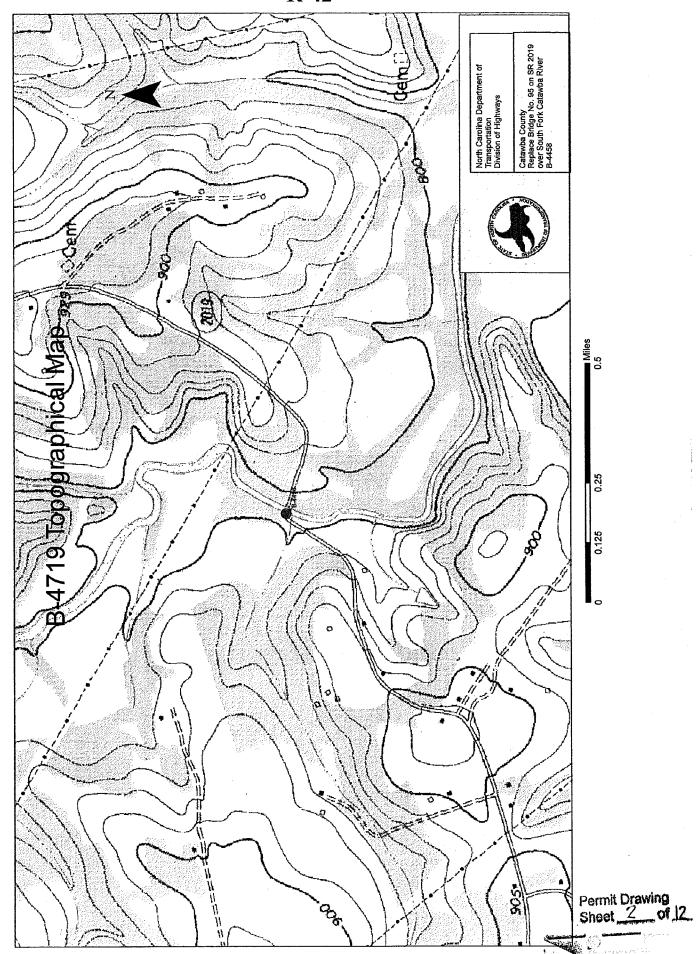


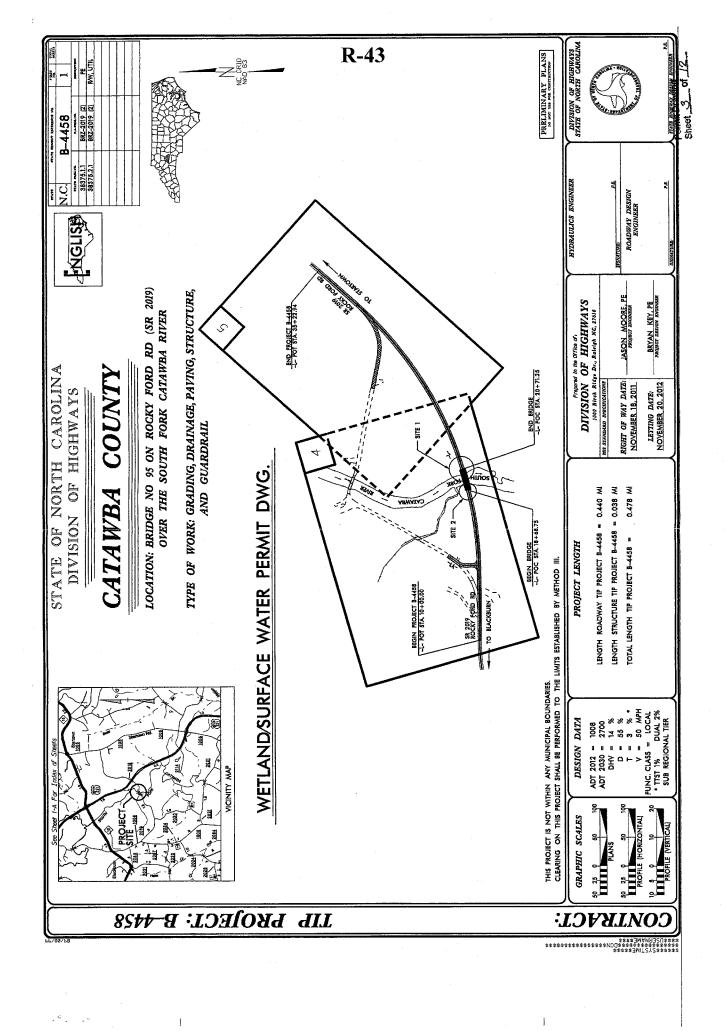


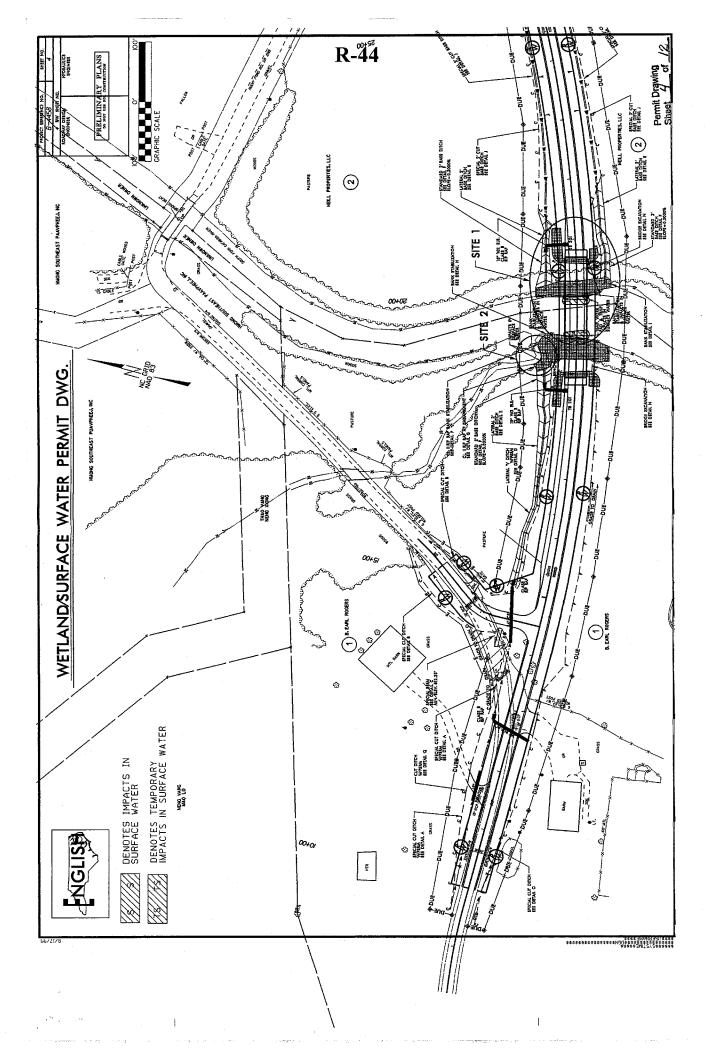
NORTH CAROLINA DEPARTMENT OF TRANSPORTATION DIVISION OF HIGHWAYS PROJECT DEVELOPMENT & ENVIRONMENTAL ANALYSIS BRANCH

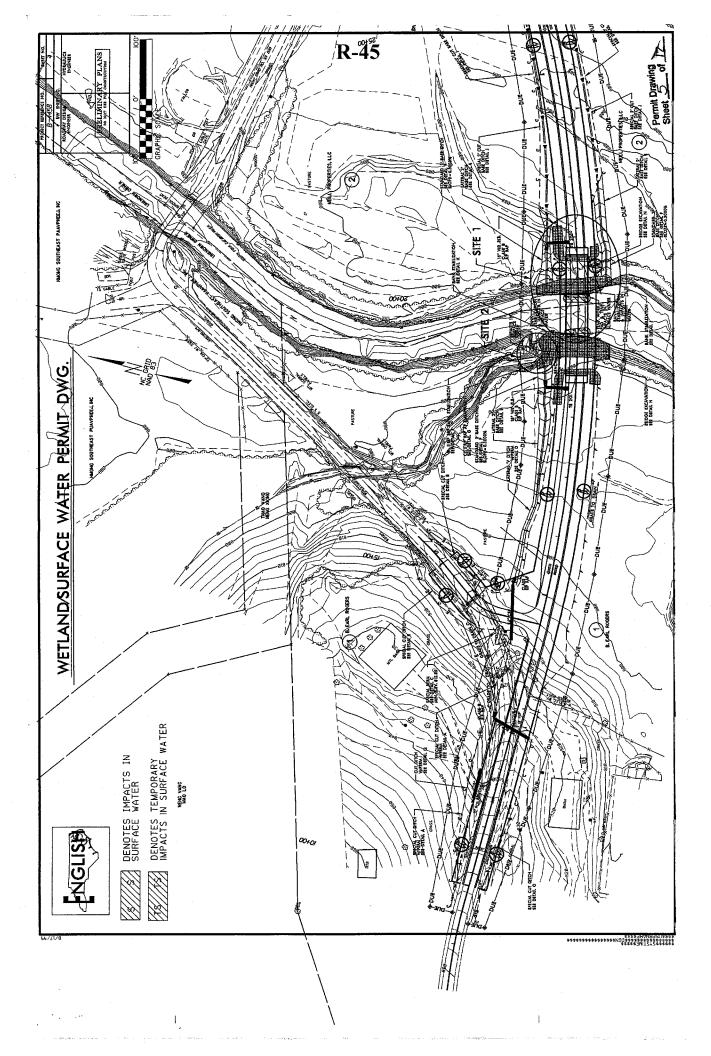
CATAWBA COUNTY REPLACE BRIDGE NO. 95 ON SR 2019 OVER SOUTH FORK CATAWBA RIVER B-4458

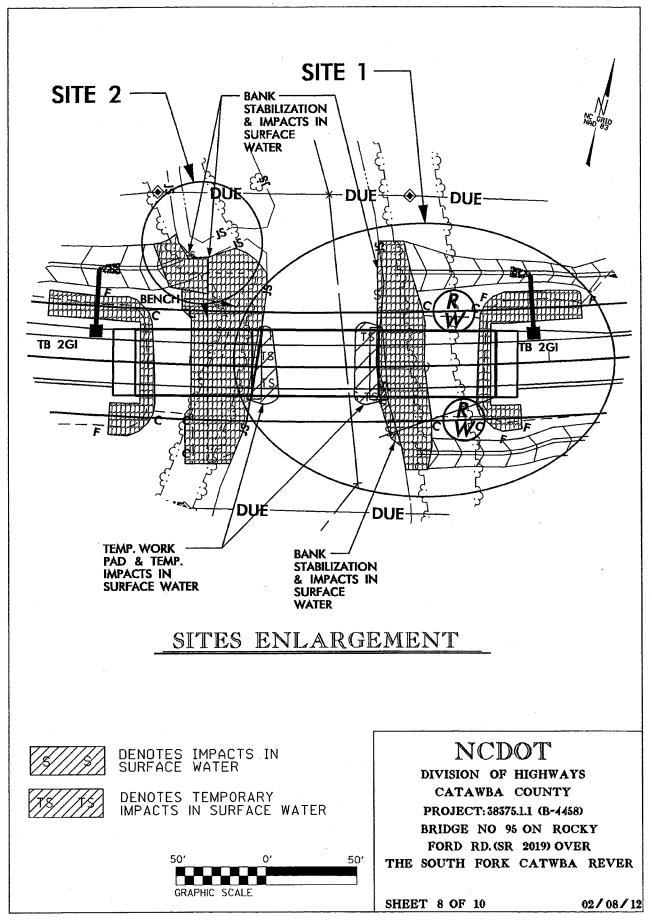
Figure 1

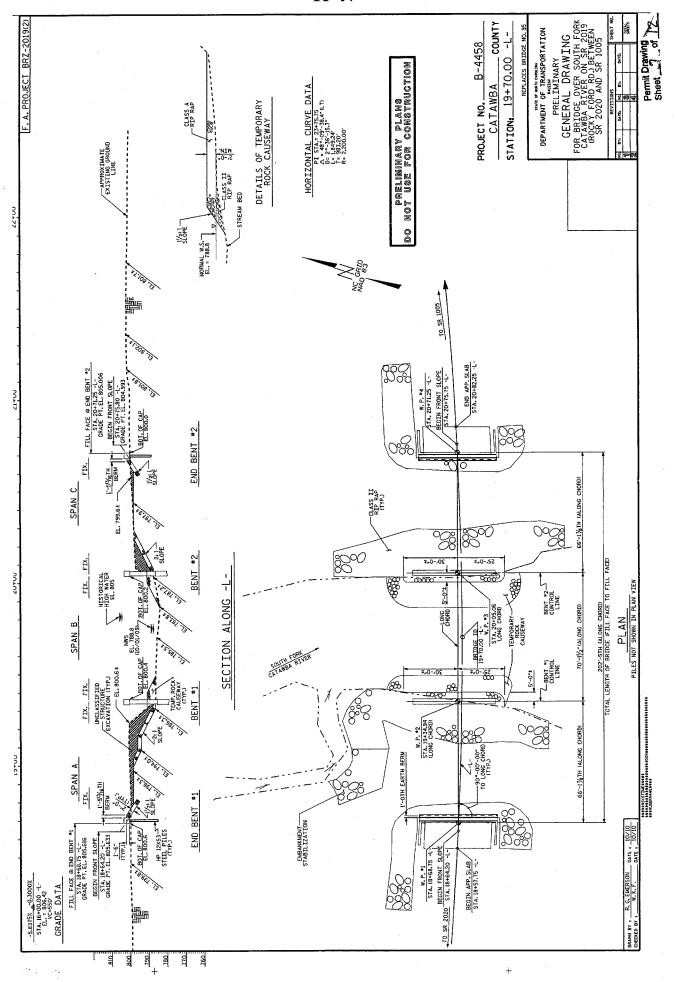


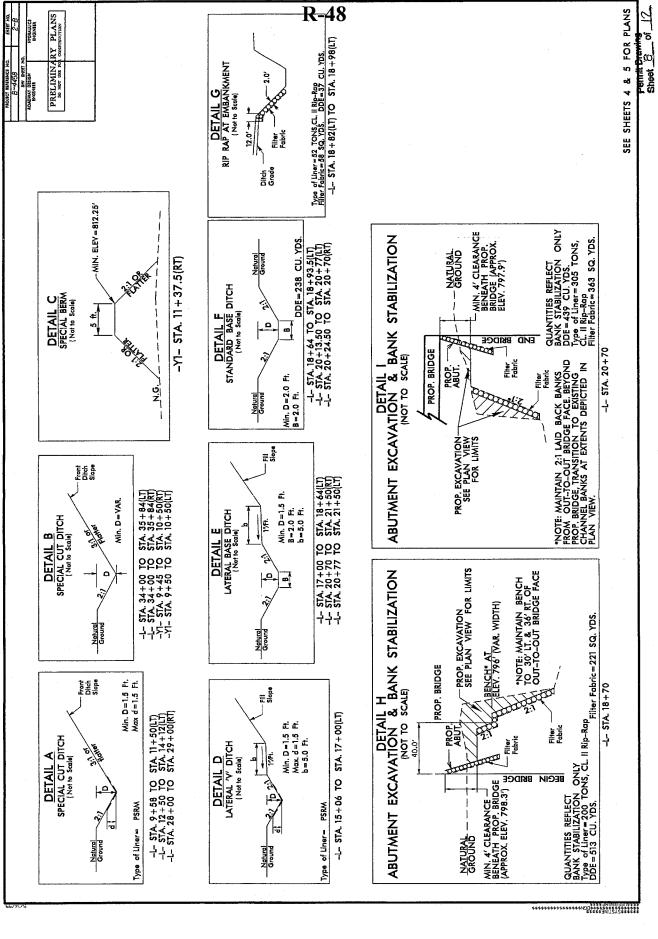


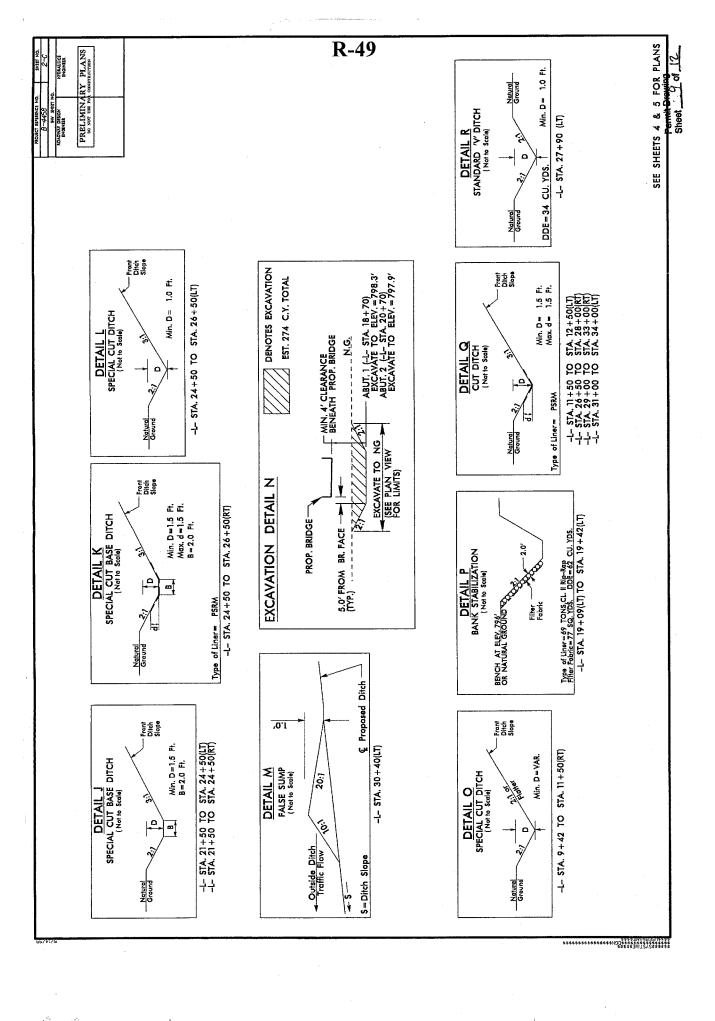


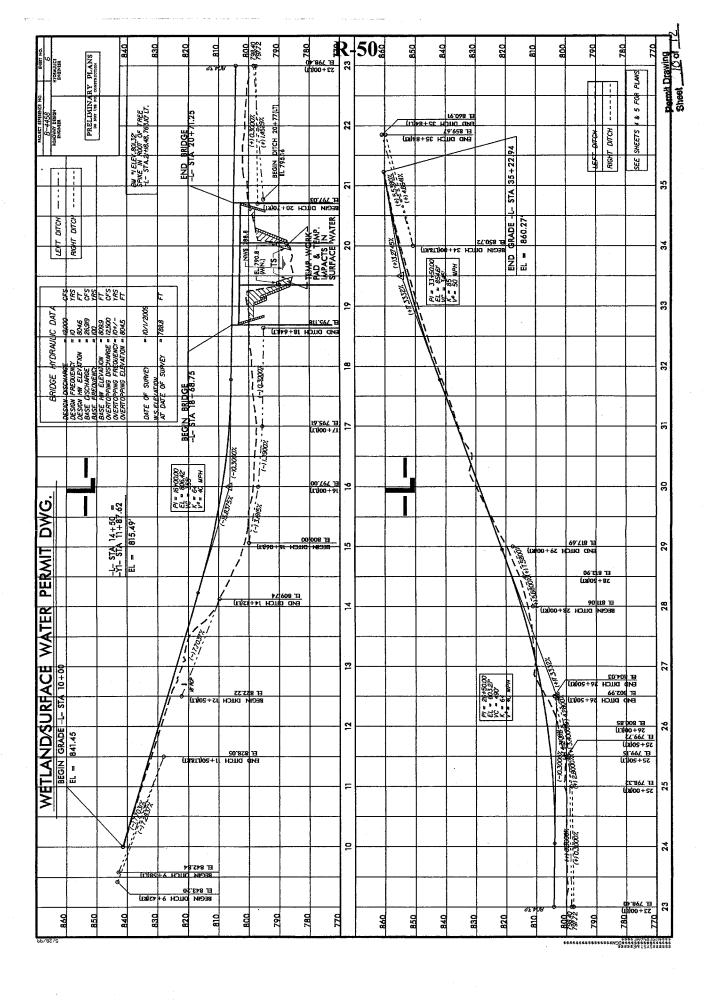












# PROPERTY OWNERS

NAMES AND ADDRESSES

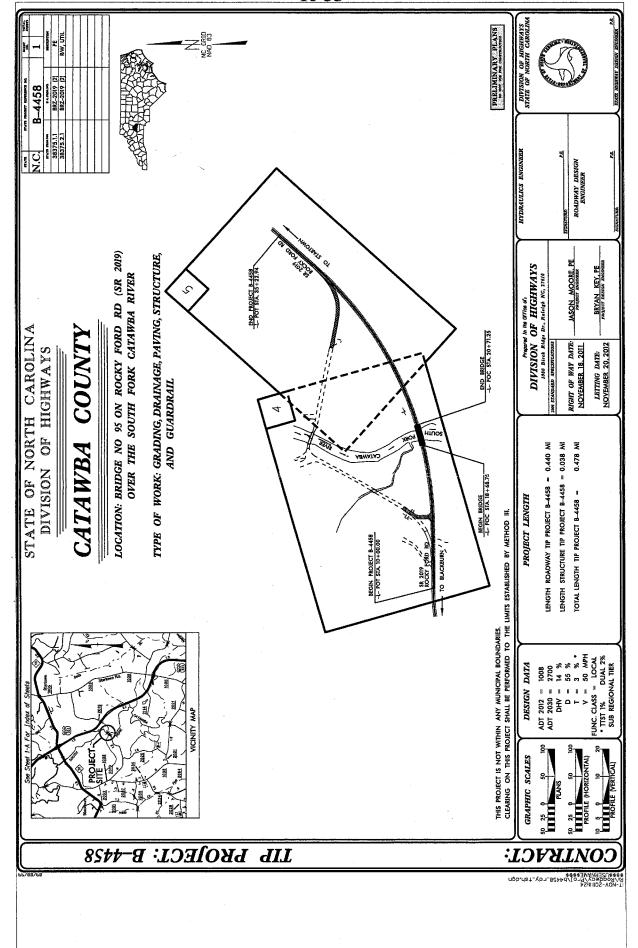
PARC	EL NO. NAMES	ADDRESSES
1	Rogers Braudus Earl & Linda D.	3523 Rocky Ford Rd. Newton NC 28658-8854
2	Neill Properties, LLC	PO Box 3916 Hickory nc 28603-3916

# NCDOT

DIVISION OF HIGHWAYS
CATAWBA COUNTY
PROJECT: 38375.1.1 (B-4458)
BRIDGE 95 OVER THE
SOUTH FORK CATAWBA RIVER
ON ROCKY FORD RD (SR 2019)
SHEET 9 OF 10 02/08/12

					TEW	WETLAND PE	WETLAND PERMIT IMPACT SUMMARY	PACT SU	MMARY	SURFACE	SURFACE WATER IMPACTS	ACTS	
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So.	Station (From/To)	Size / Type	Wetlands (ac)	Wetlands (ac)	Wetlands (ac)	Wetlands (ac)	in Wetlands (ac)	Wetlands (ac)	impacts (ac)	impacts (ac)	Permanent (ft)	Temp. (ft)	Design (ft)
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										PRO	PROJECT: 38375.1,1 (B-4458) BRIDGE NO. 95 ON ROCKY	ON ROCK	(8)
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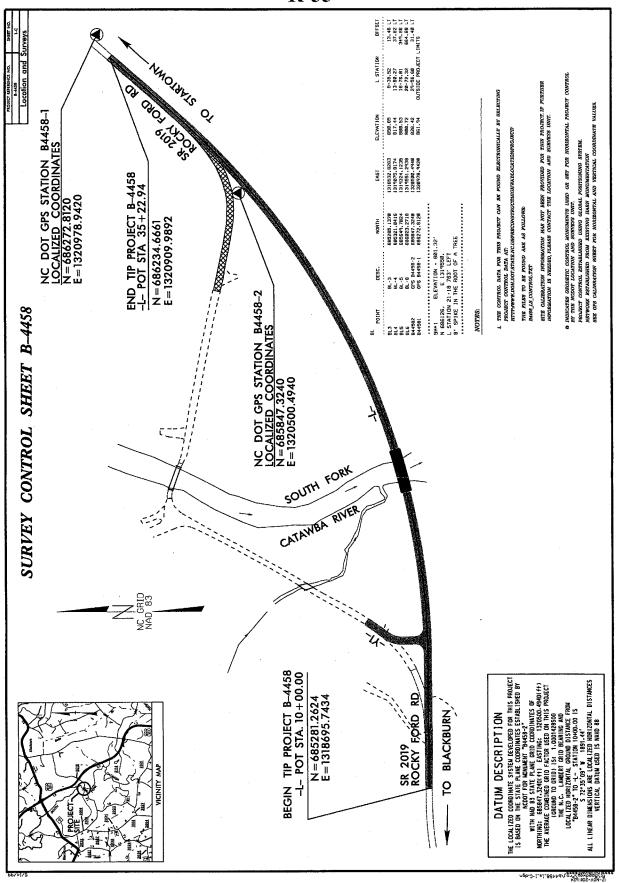
Permit Drawing Sheet 12 of 12

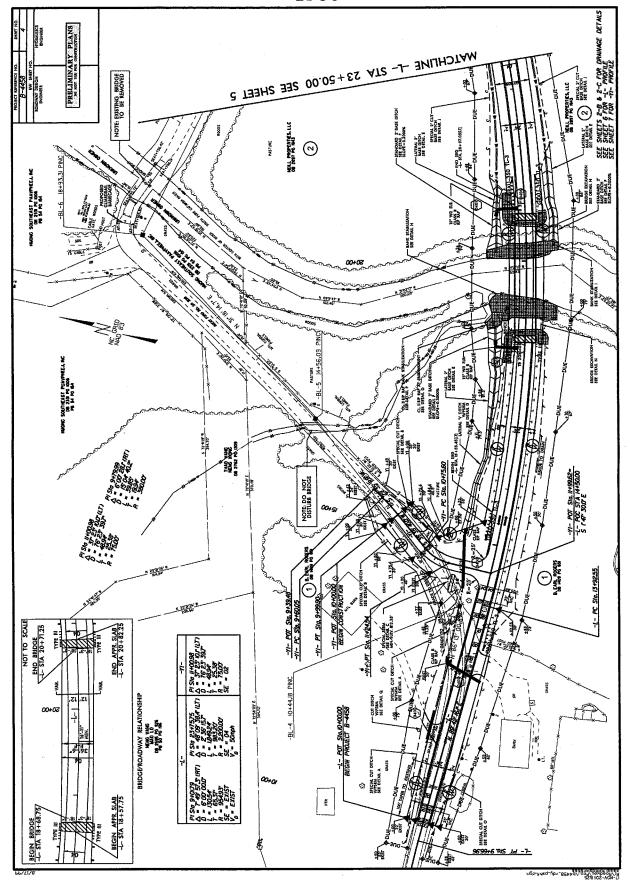


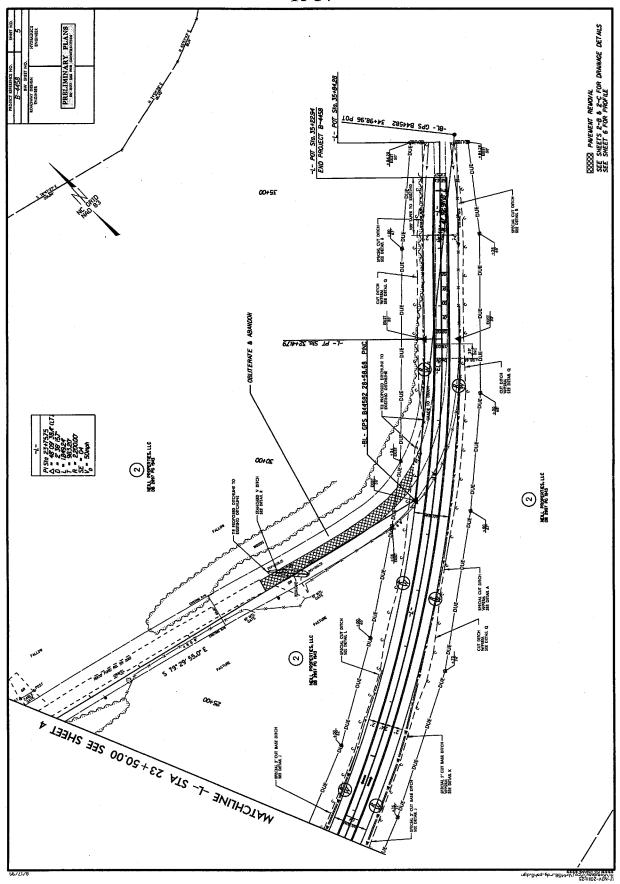
Note: Not to Scale
\*\$\times \text{Not} = \text{Subsurface Utility Engineering}

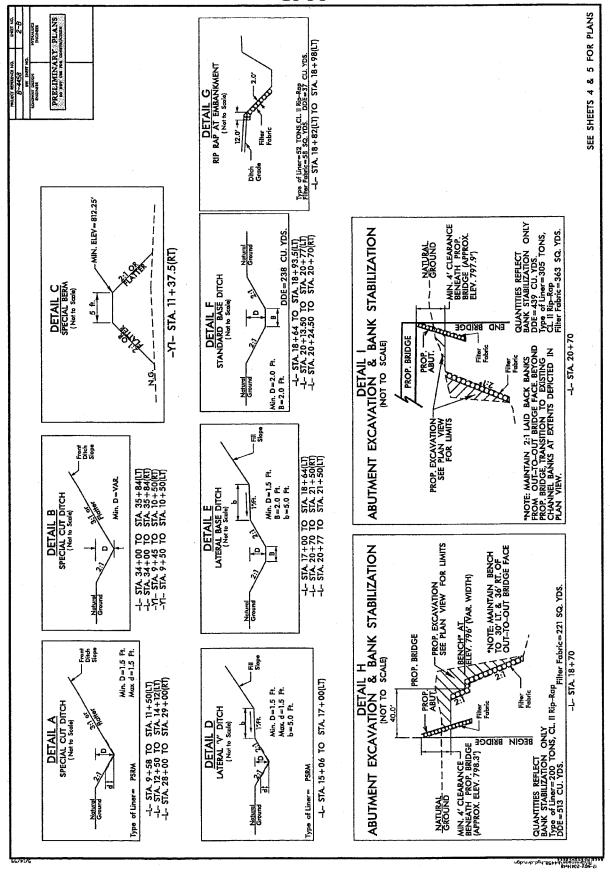
# STATE OF NORTH CAROLINA DIVISION OF HIGHWAYS CONVENTIONAL PLAN SHEET SYMBOLS

WATER: Water Manhole	Water Valve	**CTURES:	Recorded UG Water Line	Culvert Culvert Designated L/G Water Line (S.U.E.*)	Bridge Wing Wall, Head Wall and End Wall - ) one w ( Above Ground Water Line			TV Satellite Dish	TV Pedestal	•	WG TV Cable Hand Hole	© Recorded U/G IV Cable	Designated U.S. IV Cable (5.0.E.)			GAS:	Gas Valve	Gas Meter	ole Recorded U/G Gas Line	© Designated U/G Gas Line (S.U.E.*)	Above Ground Gas Line		and Hole	Sanitary Sewer Manhole		UG Sanitary Sewer Line	PAG Son			<b>\$</b>	MISCELLANEOUS:	THIN PAIR WAY BACK	9 H	The light Total Dec	de ————————————————————————————————————		phone Cable (5.U.E.)		Jil (3.0.E.) Abandoned According to Utility Records A	(S.U.E. 4
		SS THUSTONE STRUCTURES.	MAJOR:	Bridge, Tunnel or Box Culvert	Bridge Wing Wall, H.	MINOR:	Head and End Well	Pipe Culvert	Footbridge	Drainage Box: Catch Basin, DI or JB	Paved Ditch Gutter-		Storm Sewer		BOWFR:	3	antE		   		 	Power Transformer —	EATURES: UG Power Cable Hand Hole	H-Frome Pole	ı	Designated UG Power Line (S.U.E.*)	!	TELEPHONE:	Existing Telephone Pole	Proposed Telephone Pole	Telephone Manhole	· ·	_	XXXXX Telephone Cell lower		Recorded U/G Telephone Cable		Recorded U/G Telephone Conduit		3 Publication in the state of t
RAILROADS:	Standard Games	See Stone Milanos	Scuitely Mineposi	Bo Abandoned	Parameter and		Breeline Control Point	Existing	Existing Right of Way Line	Proposed	Proposed Right of Way Line with	Iron Pin and Cap Marker	Concrete or Granite Marker	Existing Control of Access	Proposed Control of Access	Existing Easement Line		Proposed Temporary Drainage Easement	Proposed Permanent Drainage Easement		Proposed Temporary Utility Easement Proposed Permanent Forement with	iron Pin and Cap Marker	ROADS AND RELATED FEATURES:	Existing Edge of Pavement	Existing Curb	7	Proposed Slope Stakes Fill ————	Propose	Existing Metal Guardrail	Proposed Guardrail	Existing Cable Guiderail	Proposed Coble Guiderail	Equality Symbol	- sz i	- 11 Z VEGETATION:	Single Tree	Single Shrub	, \	* Woods Line	ı
BOUNDARIES AND PROPERTY:	State Line	County Line	Township Line	City Line	Reservation Line			Property Corner		Frieting Force Line	Proposed Woven Wire Fance	Proposed Chain Link Fence	Proposed Barbad Wire Fence		Proposed Wetland Boundary	Existing Endangered Animal Boundary	Existing Endangered Plant Boundary	BUILDINGS AND OTHER CULTURE:	Gas Pump Vent or UG Tank Cap	Sign	Well	Small Mine	Foundation	Area Oulline	Cemetery ————————————————————————————————————			<b>-</b>	рам	HYDROLOGY:	Stream or Body of Water	Hydra, Pool or Reservoir	Jurisdictional Stream			Flow Arrow	aring Stream		Pennand Laboral Tail Hand Dilich	

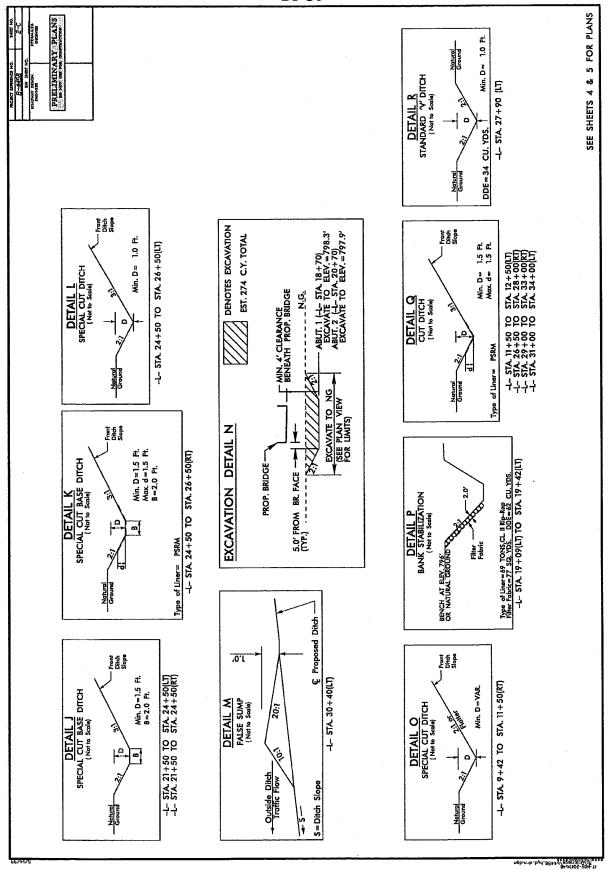








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# STANDARD SPECIAL PROVISION AVAILABILITY OF FUNDS – TERMINATION OF CONTRACTS

(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(E) of the 2012 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 <u>NOT</u> 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 <u>found</u> pure seed and <u>found</u> 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:

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

Seed of Pensacola Bahiagrass shall not contain more than 7% inert matter, Kentucky Bluegrass, Centipede and Fine or Hard Fescue shall not contain more than 5% inert matter whereas a maximum of 2% inert matter will be allowed on all other kinds of seed. In addition, all seed shall not contain more than 2% other crop seed nor more than 1% total weed seed. The germination rate as tested by the North Carolina Department of Agriculture shall not fall below 70%, which includes both dormant and hard seed. Seed shall be labeled with not more than 7%, 5% or 2% inert matter (according to above specifications), 2% other crop seed and 1% total weed seed.

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

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

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

Sericea Lespedeza Oats (seeds)

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

Tall Fescue (all approved varieties)

) Bermudagrass Browntop Millet

Kobe Lespedeza Korean Lespedeza

German Millet – Strain R Clover – Red/White/Crimson

Weeping Lovegrass

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

## **ERRATA**

(1-17-12) (Rev. 9-18-12)

Z-4

Revise the 2012 Standard Specifications as follows:

## **Division 2**

Page 2-7, line 31, Article 215-2 Construction Methods, replace "Article 107-26" with "Article 107-25".

Page 2-17, Article 226-3, Measurement and Payment, line 2, delete "pipe culverts,".

Page 2-20, Subarticle 230-4(B), Contractor Furnished Sources, change references as follows: Line 1, replace "(4) Buffer Zone" with "(c) Buffer Zone"; Line 12, replace "(5) Evaluation for Potential Wetlands and Endangered Species" with "(d) Evaluation for Potential Wetlands and Endangered Species"; and Line 33, replace "(6) Approval" with "(4) Approval".

## **Division 4**

Page 4-77, line 27, Subarticle 452-3(C) Concrete Coping, replace "sheet pile" with "reinforcement".

#### Division 6

Page 6-7, line 31, Article 609-3 Field Verification of Mixture and Job Mix Formula Adjustments, replace "30" with "45".

**Page 6-10, line 42, Subarticle 609-6(C)(2),** replace "Subarticle 609-6(E)" with "Subarticle 609-6(D)".

**Page 6-11, Table 609-1 Control Limits,** replace "Max. Spec. Limit" for the Target Source of  $P_{0.075}/P_{be}$  Ratio with "1.0".

Page 6-40, Article 650-2 Materials, replace "Subarticle 1012-1(F)" with "Subarticle 1012-1(E)"

#### **Division 10**

Page 10-74, Table 1056-1 Geotextile Requirements, replace "50%" for the UV Stability (Retained Strength) of Type 5 geotextiles with "70%".

## **Division 12**

Page 12-7, Table 1205-3, add "FOR THERMOPLASTIC" to the end of the title.

Page 12-8, Subarticle 1205-5(B), line 13, replace "Table 1205-2" with "Table 1205-4".

Page 12-8, Table 1205-4 and 1205-5, replace "THERMOPLASTIC" in the title of these tables with "POLYUREA".

Page 12-9, Subarticle 1205-6(B), line 21, replace "Table 1205-4" with "Table 1205-6".

Page 12-11, Subarticle 1205-8(C), line 25, replace "Table 1205-5" with "Table 1205-7".

## **Division 15**

Page 15-6, Subarticle 1510-3(B), after line 21, replace the allowable leakage formula with the following:  $W = LD\sqrt{P} \div 148,000$ 

Page 15-6, Subarticle 1510-3(B), line 32, delete "may be performed concurrently or" and replace with "shall be performed".

Page 15-17, Subarticle 1540-3(E), line 27, delete "Type 1".

## **Division 17**

Page 17-26, line 42, Subarticle 1731-3(D) Termination and Splicing within Interconnect Center, delete this subarticle.

Revise the 2012 Roadway Standard Drawings as follows:

**1633.01 Sheet 1 of 1, English Standard Drawing for Matting Installation,** replace "1633.01" with "1631.01".

## **PLANT AND PEST QUARANTINES**

(Imported Fire Ant, Gypsy Moth, Witchweed, And Other Noxious Weeds)

(3-18-03)

Z-04a

## Within Quarantined Area

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

## Originating in a Quarantined County

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

## Contact

Contact the N.C. Department of Agriculture/United States Department of Agriculture at 1-800-206-9333, 919-733-6932, or <a href="http://www.ncagr.com/plantind/">http://www.ncagr.com/plantind/</a> to determine those specific project sites located in the quarantined area or for any regulated article used on this project originating in a quarantined county.

## **Regulated Articles Include**

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

## **AWARD OF CONTRACT**

(6-28-77)

Z-6

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

## MINORITY AND FEMALE EMPLOYMENT REQUIREMENTS

Z-7

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

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

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

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

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

# EMPLOYMENT GOALS FOR MINORITY AND FEMALE PARTICIPATION

## **Economic Areas**

Area 023 29.7%

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

Area 024 31.7%

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

Area 025 23.5%

**Tyrrell County** 

Wayne County

Wilson County

Washington County

Columbus County
Duplin County
Onslow County
Pender County

Area 026 33.5%
Bladen County
Hoke County
Richmond County
Robeson County
Sampson County

Scotland County

Area 027 24.7%
Chatham County
Franklin County
Granville County
Harnett County
Johnston County
Lee County
Person County
Vance County
Warren County

Area 028 15.5%
Alleghany County
Ashe County
Caswell County
Davie County
Montgomery County
Moore County

Rockingham County Surry County Watauga County Wilkes County Area 029 15.7%

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

Area 0480 8.5% Buncombe County Madison County

Area 030 6.3%

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

Transylvania County Yancey County

## **SMSA Areas**

Area 5720 26.6%

Currituck County

Area 9200 20.7%

Brunswick County New Hanover County

Area 2560 24.2%

**Cumberland County** 

Area 6640 22.8%

Durham County Orange County

Wake County

Area 1300 16.2%

Alamance County

Area 3120 16.4%

Davidson County Forsyth County

Guilford County

Randolph County

Stokes County

Yadkin County

Area 1520 18.3%

Gaston County
Mecklenburg County

Union County

## Goals for Female

## Participation in Each Trade

(Statewide) 6.9%

## REQUIRED CONTRACT PROVISIONS FEDERAL - AID CONSTRUCTION CONTRACTS

FHWA - 1273 Electronic Version - May 1, 2012

Z-3

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

#### **ATTACHMENTS**

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

#### I. GENERAL

1. Form FHWA-1273 must be physically incorporated in each construction contract funded under Title 23 (excluding emergency contracts solely intended for debris removal). The contractor (or subcontractor) must insert this form in each subcontract and further require its inclusion in all lower tier subcontracts (excluding purchase orders, rental agreements and other agreements for supplies or services).

The applicable requirements of Form FHWA-1273 are incorporated by reference for work done under any purchase order, rental agreement or agreement for other services. The prime contractor shall be responsible for compliance by any subcontractor, lower-tier subcontractor or service provider.

Form FHWA-1273 must be included in all Federal-aid design-build contracts, in all subcontracts and in lower tier subcontracts (excluding subcontracts for design services, purchase orders, rental agreements and other agreements for supplies or services). The design-builder shall be responsible for compliance by any subcontractor, lower-tier subcontractor or service provider.

Contracting agencies may reference Form FHWA-1273 in bid proposal or request for proposal documents, however, the Form FHWA-1273 must be physically incorporated (not referenced) in all contracts, subcontracts and lower-tier subcontracts (excluding purchase orders, rental agreements and other agreements for supplies or services related to a construction contract).

- Subject to the applicability criteria noted in the following sections, these contract provisions shall apply to all work performed on the contract by the contractor's own organization and with the assistance of workers under the contractor's immediate superintendence and to all work performed on the contract by piecework, station work, or by subcontract.
- 3. A breach of any of the stipulations contained in these Required Contract Provisions may be sufficient grounds for withholding of progress payments, withholding of final payment, termination of the contract, suspension / debarment or any other action determined to be appropriate by the contracting agency and FHWA.
- 4. Selection of Labor: During the performance of this contract, the contractor shall not use convict labor for any purpose within the limits of a construction project on a Federal-aid highway unless it is labor performed by convicts who are on parole, supervised release, or probation. The term Federal-aid highway does not include roadways functionally classified as local roads or rural minor collectors.

#### II. NONDISCRIMINATION

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

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

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

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

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

Equal Employment Opportunity: Equal employment opportunity (EEO) requirements not to discriminate and to take affirmative action to assure equal opportunity as set forth under laws, executive orders, rules, regulations (28 CFR 35, 29 CFR 1630, 29 CFR 1625-1627, 41 CFR 60 and 49 CFR 27) and orders of the Secretary of Labor as modified by the provisions prescribed herein, and imposed pursuant to 23 U.S.C. 140 shall constitute the EEO and specific affirmative action standards for the contractor's project activities under this contract. The provisions of the Americans with Disabilities Act of 1990 (42 U.S.C. 12101 et seq.) set forth under 28 CFR 35 and 29 CFR 1630 are

incorporated by reference in this contract. In the execution of this contract, the contractor agrees to comply with the following minimum specific requirement activities of EEO:

- a. The contractor will work with the contracting agency and the Federal Government to ensure that it has made every good faith effort to provide equal opportunity with respect to all of its terms and conditions of employment and in their review of activities under the contract.
- b. The contractor will accept as its operating policy the following statement: "It is the policy of this Company to assure that applicants are employed, and that employees are treated during employment, without regard to their race, religion, sex, color, national origin, age or disability. Such action shall include: employment, upgrading, demotion, or transfer, recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship, pre-apprenticeship, and/or on-the-job training."
- EEO Officer: The contractor will designate and make known to the contracting officers an EEO Officer who will have the responsibility for and must be capable of effectively administering and promoting an active EEO program and who must be assigned adequate authority and responsibility to do so.
- 3. Dissemination of Policy: All members of the contractor's staff who are authorized to hire, supervise, promote, and discharge employees, or who recommend such action, or who are substantially involved in such action, will be made fully cognizant of, and will implement, the contractor's EEO policy and contractual responsibilities to provide EEO in each grade and classification of employment. To ensure that the above agreement will be met, the following actions will be taken as a minimum:
  - a. Periodic meetings of supervisory and personnel office employees will be conducted before the start of work and then not less often than once every six months, at which time the contractor's EEO policy and its implementation will be reviewed and explained. The meetings will be conducted by the EEO Officer.
  - b. All new supervisory or personnel office employees will be given a thorough indoctrination by the EEO Officer, covering all major aspects of the contractor's EEO obligations within thirty days following their reporting for duty with the contractor.
  - c. All personnel who are engaged in direct recruitment for the project will be instructed by the EEO Officer in the contractor's procedures for locating and hiring minorities and women.
  - d. Notices and posters setting forth the contractor's EEO policy will be placed in areas readily accessible to employees, applicants for employment and potential employees.
  - e. The contractor's EEO policy and the procedures to implement such policy will be brought to the attention of employees by means of meetings, employee handbooks, or other appropriate means.
- 4. Recruitment: When advertising for employees, the contractor will include in all advertisements for employees the notation: "An Equal Opportunity Employer." All such advertisements will be placed in publications having a large circulation among minorities and women in the area from which the project work force would normally be derived.
  - a. The contractor will, unless precluded by a valid bargaining agreement, conduct systematic and direct recruitment through public and private employee referral sources likely to yield qualified minorities and women. To meet this requirement, the contractor will identify sources of potential minority group employees, and establish with such identified sources procedures whereby minority and women applicants may be referred to the contractor for employment consideration.
  - b. In the event the contractor has a valid bargaining agreement providing for exclusive hiring hall referrals, the contractor is expected to observe the provisions of that agreement to the extent that the system meets the contractor's compliance with EEO contract provisions. Where implementation of such an agreement has the effect of discriminating against minorities or women, or obligates the contractor to do the same, such implementation violates Federal nondiscrimination provisions.
  - c. The contractor will encourage its present employees to refer minorities and women as applicants for employment. Information and procedures with regard to referring such applicants will be discussed with employees.
- 5. Personnel Actions: Wages, working conditions, and employee benefits shall be established and administered, and personnel actions of every type, including hiring, upgrading, promotion, transfer, demotion, layoff, and termination, shall be taken without regard to race, color, religion, sex, national origin, age or disability. The following procedures shall be followed:
  - a. The contractor will conduct periodic inspections of project sites to insure that working conditions and employee facilities do not indicate discriminatory treatment of project site personnel.
  - The contractor will periodically evaluate the spread of wages paid within each classification to determine any evidence of discriminatory wage practices.
  - c. The contractor will periodically review selected personnel actions in depth to determine whether there is evidence of discrimination. Where evidence is found, the contractor will promptly take corrective action. If the review indicates that the discrimination may extend beyond the actions reviewed, such corrective action shall include all affected persons.
  - d. The contractor will promptly investigate all complaints of alleged discrimination made to the contractor in connection with its obligations under this contract, will attempt to resolve such complaints, and will take appropriate corrective action within a reasonable time. If the investigation indicates that the discrimination may affect persons other than the complainant, such corrective action shall include such other persons. Upon completion of each investigation, the contractor will inform every complainant of all of their avenues of appeal.

#### 6. Training and Promotion:

- a. The contractor will assist in locating, qualifying, and increasing the skills of minorities and women who are applicants for employment or current employees. Such efforts should be aimed at developing full journey level status employees in the type of trade or job classification involved.
- b. Consistent with the contractor's work force requirements and as permissible under Federal and State regulations, the contractor shall make full use of training programs, i.e., apprenticeship, and on-the-job training programs for the geographical area of contract performance. In the event a special provision for training is provided under this contract, this subparagraph will be superseded as indicated in the special provision. The contracting agency may reserve training positions for persons who receive welfare assistance in accordance with 23 U.S.C. 140(a).
- The contractor will advise employees and applicants for employment of available training programs and entrance requirements for each.
- d. The contractor will periodically review the training and promotion potential of employees who are minorities and women and will encourage eligible employees to apply for such training and promotion.

- 7. Unions: If the contractor relies in whole or in part upon unions as a source of employees, the contractor will use good faith efforts to obtain the cooperation of such unions to increase opportunities for minorities and women. Actions by the contractor, either directly or through a contractor's association acting as agent, will include the procedures set forth below:
  - a. The contractor will use good faith efforts to develop, in cooperation with the unions, joint training programs aimed toward qualifying more minorities and women for membership in the unions and increasing the skills of minorities and women so that they may qualify for higher paying employment.
  - b. The contractor will use good faith efforts to incorporate an EEO clause into each union agreement to the end that such union will be contractually bound to refer applicants without regard to their race, color, religion, sex, national origin, age or disability.
  - c. The contractor is to obtain information as to the referral practices and policies of the labor union except that to the extent such information is within the exclusive possession of the labor union and such labor union refuses to furnish such information to the contractor, the contractor shall so certify to the contracting agency and shall set forth what efforts have been made to obtain such information.
  - d. In the event the union is unable to provide the contractor with a reasonable flow of referrals within the time limit set forth in the collective bargaining agreement, the contractor will, through independent recruitment efforts, fill the employment vacancies without regard to race, color, religion, sex, national origin, age or disability; making full efforts to obtain qualified and/or qualifiable minorities and women. The failure of a union to provide sufficient referrals (even though it is obligated to provide exclusive referrals under the terms of a collective bargaining agreement) does not relieve the contractor from the requirements of this paragraph. In the event the union referral practice prevents the contractor from meeting the obligations pursuant to Executive Order 11246, as amended, and these special provisions, such contractor shall immediately notify the contracting agency.
- 8. Reasonable Accommodation for Applicants / Employees with Disabilities: The contractor must be familiar with the requirements for and comply with the Americans with Disabilities Act and all rules and regulations established there under. Employers must provide reasonable accommodation in all employment activities unless to do so would cause an undue hardship.
- 9. Selection of Subcontractors, Procurement of Materials and Leasing of Equipment: The contractor shall not discriminate on the grounds of race, color, religion, sex, national origin, age or disability in the selection and retention of subcontractors, including procurement of materials and leases of equipment. The contractor shall take all necessary and reasonable steps to ensure nondiscrimination in the administration of this contract.
  - a. The contractor shall notify all potential subcontractors and suppliers and lessors of their EEO obligations under this contract.
  - b. The contractor will use good faith efforts to ensure subcontractor compliance with their EEO obligations.

#### 10. Assurance Required by 49 CFR 26.13(b):

- a. The requirements of 49 CFR Part 26 and the State DOT's U.S. DOT-approved DBE program are incorporated by reference.
- b. The contractor or subcontractor shall not discriminate on the basis of race, color, national origin, or sex in the performance of this contract. The contractor shall carry out applicable requirements of 49 CFR Part 26 in the award and administration of DOT-assisted contracts. Failure by the contractor to carry out these requirements is a material breach of this contract, which may result in the termination of this contract or such other remedy as the contracting agency deems appropriate.
- 11. **Records and Reports:** The contractor shall keep such records as necessary to document compliance with the EEO requirements. Such records shall be retained for a period of three years following the date of the final payment to the contractor for all contract work and shall be available at reasonable times and places for inspection by authorized representatives of the contracting agency and the FHWA.
  - a. The records kept by the contractor shall document the following:
    - (1) The number and work hours of minority and non-minority group members and women employed in each work classification on the project;
    - (2) The progress and efforts being made in cooperation with unions, when applicable, to increase employment opportunities for minorities and women; and
    - (3) The progress and efforts being made in locating, hiring, training, qualifying, and upgrading minorities and women;
  - b. The contractors and subcontractors will submit an annual report to the contracting agency each July for the duration of the project, indicating the number of minority, women, and non-minority group employees currently engaged in each work classification required by the contract work. This information is to be reported on Form FHWA-1391. The staffing data should represent the project work force on board in all or any part of the last payroll period preceding the end of July. If on-the-job training is being required by special provision, the contractor will be required to collect and report training data. The employment data should reflect the work force on board during all or any part of the last payroll period preceding the end of July.

#### III. NONSEGREGATED FACILITIES

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

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

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

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

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

#### . Minimum wages

a. All laborers and mechanics employed or working upon the site of the work, will be paid unconditionally and not less often than once a week, and without subsequent deduction or rebate on any account (except such payroll deductions as are permitted by regulations issued by the

Secretary of Labor under the Copeland Act (29 CFR part 3)), the full amount of wages and bona fide fringe benefits (or cash equivalents thereof) due at time of payment computed at rates not less than those contained in the wage determination of the Secretary of Labor which is attached hereto and made a part hereof, regardless of any contractual relationship which may be alleged to exist between the contractor and such laborers and mechanics.

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

- b. (1) The contracting officer shall require that any class of laborers or mechanics, including helpers, which is not listed in the wage determination and which is to be employed under the contract shall be classified in conformance with the wage determination. The contracting officer shall approve an additional classification and wage rate and fringe benefits therefore only when the following criteria have been met:
  - (i) The work to be performed by the classification requested is not performed by a classification in the wage determination; and
  - (ii) The classification is utilized in the area by the construction industry; and
  - (iii) The proposed wage rate, including any bona fide fringe benefits, bears a reasonable relationship to the wage rates contained in the wage determination.
  - (2) If the contractor and the laborers and mechanics to be employed in the classification (if known), or their representatives, and the contracting officer agree on the classification and wage rate (including the amount designated for fringe benefits where appropriate), a report of the action taken shall be sent by the contracting officer to the Administrator of the Wage and Hour Division, Employment Standards Administration, U.S. Department of Labor, Washington, DC 20210. The Administrator, or an authorized representative, will approve, modify, or disapprove every additional classification action within 30 days of receipt and so advise the contracting officer or will notify the contracting officer within the 30-day period that additional time is necessary.
  - (3) In the event the contractor, the laborers or mechanics to be employed in the classification or their representatives, and the contracting officer do not agree on the proposed classification and wage rate (including the amount designated for fringe benefits, where appropriate), the contracting officer shall refer the questions, including the views of all interested parties and the recommendation of the contracting officer, to the Wage and Hour Administrator for determination. The Wage and Hour Administrator, or an authorized representative, will issue a determination within 30 days of receipt and so advise the contracting officer or will notify the contracting officer within the 30-day period that additional time is necessary.
  - (4) The wage rate (including fringe benefits where appropriate) determined pursuant to paragraphs 1.b.(2) or 1.b.(3) of this section, shall be paid to all workers performing work in the classification under this contract from the first day on which work is performed in the classification.
- c. Whenever the minimum wage rate prescribed in the contract for a class of laborers or mechanics includes a fringe benefit which is not expressed as an hourly rate, the contractor shall either pay the benefit as stated in the wage determination or shall pay another bona fide fringe benefit or an hourly cash equivalent thereof.
- d. If the contractor does not make payments to a trustee or other third person, the contractor may consider as part of the wages of any laborer or mechanic the amount of any costs reasonably anticipated in providing bona fide fringe benefits under a plan or program, Provided, That the Secretary of Labor has found, upon the written request of the contractor, that the applicable standards of the Davis-Bacon Act have been met. The Secretary of Labor may require the contractor to set aside in a separate account assets for the meeting of obligations under the plan or program.
- 2. Withholding. The contracting agency shall upon its own action or upon written request of an authorized representative of the Department of Labor, withhold or cause to be withheld from the contractor under this contract, or any other Federal contract with the same prime contractor, or any other federally-assisted contract subject to Davis-Bacon prevailing wage requirements, which is held by the same prime contractor, so much of the accrued payments or advances as may be considered necessary to pay laborers and mechanics, including apprentices, trainees, and helpers, employed by the contractor or any subcontractor the full amount of wages required by the contract. In the event of failure to pay any laborer or mechanic, including any apprentice, trainee, or helper, employed or working on the site of the work, all or part of the wages required by the contract, the contracting agency may, after written notice to the contractor, take such action as may be necessary to cause the suspension of any further payment, advance, or guarantee of funds until such violations have ceased.

#### 3. Payrolls and basic records

- a. Payrolls and basic records relating thereto shall be maintained by the contractor during the course of the work and preserved for a period of three years thereafter for all laborers and mechanics working at the site of the work. Such records shall contain the name, address, and social security number of each such worker, his or her correct classification, hourly rates of wages paid (including rates of contributions or costs anticipated for bona fide fringe benefits or cash equivalents thereof of the types described in section 1(b)(2)(B) of the Davis-Bacon Act), daily and weekly number of hours worked, deductions made and actual wages paid. Whenever the Secretary of Labor has found under 29 CFR 5.5(a)(1)(iv) that the wages of any laborer or mechanic include the amount of any costs reasonably anticipated in providing benefits under a plan or program described in section 1(b)(2)(B) of the Davis-Bacon Act, the contractor shall maintain records which show that the commitment to provide such benefits is enforceable, that the plan or program is financially responsible, and that the plan or program has been communicated in writing to the laborers or mechanics affected, and records which show the costs anticipated or the actual cost incurred in providing such benefits. Contractors employing apprentices or trainees under approved programs shall maintain written evidence of the registration of apprenticeship programs and certification of trainee programs, the registration of the apprentices and trainees, and the ratios and wage rates prescribed in the applicable programs.
- b. (1) The contractor shall submit weekly for each week in which any contract work is performed a copy of all payrolls to the contracting agency. The payrolls submitted shall set out accurately and completely all of the information required to be maintained under 29 CFR 5.5(a)(3)(i), except that full social security numbers and home addresses shall not be included on weekly transmittals. Instead the

payrolls shall only need to include an individually identifying number for each employee (e.g., the last four digits of the employee's social security number). The required weekly payroll information may be submitted in any form desired. Optional Form WH–347 is available for this purpose from the Wage and Hour Division Web site at http://www.dol.gov/esa/whd/forms/ wh347instr.htm or its successor site. The prime contractor is responsible for the submission of copies of payrolls by all subcontractors. Contractors and subcontractors shall maintain the full social security number and current address of each covered worker, and shall provide them upon request to the contracting agency for transmission to the State DOT, the FHWA or the Wage and Hour Division of the Department of Labor for purposes of an investigation or audit of compliance with prevailing wage requirements. It is not a violation of this section for a prime contractor to require a subcontractor to provide addresses and social security numbers to the prime contractor for its own records, without weekly submission to the contracting agency.

- (2) Each payroll submitted shall be accompanied by a "Statement of Compliance," signed by the contractor or subcontractor or his or her agent who pays or supervises the payment of the persons employed under the contract and shall certify the following:
  - (i) That the payroll for the payroll period contains the information required to be provided under §5.5 (a)(3)(ii) of Regulations, 29 CFR part 5, the appropriate information is being maintained under §5.5 (a)(3)(i) of Regulations, 29 CFR part 5, and that such information is correct and complete;
  - (ii) That each laborer or mechanic (including each helper, apprentice, and trainee) employed on the contract during the payroll period has been paid the full weekly wages earned, without rebate, either directly or indirectly, and that no deductions have been made either directly or indirectly from the full wages earned, other than permissible deductions as set forth in Regulations, 29 CFR part 3;
  - (iii) That each laborer or mechanic has been paid not less than the applicable wage rates and fringe benefits or cash equivalents for the classification of work performed, as specified in the applicable wage determination incorporated into the contract.
- (3) The weekly submission of a properly executed certification set forth on the reverse side of Optional Form WH-347 shall satisfy the requirement for submission of the "Statement of Compliance" required by paragraph 3.b.(2) of this section.
- (4) The falsification of any of the above certifications may subject the contractor or subcontractor to civil or criminal prosecution under section 1001 of title 18 and section 231 of title 31 of the United States Code.
- c. The contractor or subcontractor shall make the records required under paragraph 3.a. of this section available for inspection, copying, or transcription by authorized representatives of the contracting agency, the State DOT, the FHWA, or the Department of Labor, and shall permit such representatives to interview employees during working hours on the job. If the contractor or subcontractor fails to submit the required records or to make them available, the FHWA may, after written notice to the contractor, the contracting agency or the State DOT, take such action as may be necessary to cause the suspension of any further payment, advance, or guarantee of funds. Furthermore, failure to submit the required records upon request or to make such records available may be grounds for debarment action pursuant to 29 CFR 5.12.

#### 4. Apprentices and trainees

a. Apprentices (programs of the USDOL). Apprentices will be permitted to work at less than the predetermined rate for the work they performed when they are employed pursuant to and individually registered in a bona fide apprenticeship program registered with the U.S. Department of Labor, Employment and Training Administration, Office of Apprenticeship Training, Employer and Labor Services, or with a State Apprenticeship Agency recognized by the Office, or if a person is employed in his or her first 90 days of probationary employment as an apprentice in such an apprenticeship program, who is not individually registered in the program, but who has been certified by the Office of Apprenticeship Training, Employer and Labor Services or a State Apprenticeship Agency (where appropriate) to be eligible for probationary employment as an apprentice.

The allowable ratio of apprentices to journeymen on the job site in any craft classification shall not be greater than the ratio permitted to the contractor as to the entire work force under the registered program. Any worker listed on a payroll at an apprentice wage rate, who is not registered or otherwise employed as stated above, shall be paid not less than the applicable wage rate on the wage determination for the classification of work actually performed. In addition, any apprentice performing work on the job site in excess of the ratio permitted under the registered program shall be paid not less than the applicable wage rate on the wage determination for the work actually performed. Where a contractor is performing construction on a project in a locality other than that in which its program is registered, the ratios and wage rates (expressed in percentages of the journeyman's hourly rate) specified in the contractor's or subcontractor's registered program shall be observed.

Every apprentice must be paid at not less than the rate specified in the registered program for the apprentice's level of progress, expressed as a percentage of the journeymen hourly rate specified in the applicable wage determination. Apprentices shall be paid fringe benefits in accordance with the provisions of the apprenticeship program. If the apprenticeship program does not specify fringe benefits, apprentices must be paid the full amount of fringe benefits listed on the wage determination for the applicable classification. If the Administrator determines that a different practice prevails for the applicable apprentice classification, fringes shall be paid in accordance with that determination.

In the event the Office of Apprenticeship Training, Employer and Labor Services, or a State Apprenticeship Agency recognized by the Office, withdraws approval of an apprenticeship program, the contractor will no longer be permitted to utilize apprentices at less than the applicable predetermined rate for the work performed until an acceptable program is approved.

Trainees (programs of the USDOL). Except as provided in 29 CFR 5.16, trainees will not be permitted to work at less than the predetermined rate for the work performed unless they are employed pursuant to and individually registered in a program which has received prior approval, evidenced by formal certification by the U.S. Department of Labor, Employment and Training Administration.

The ratio of trainees to journeymen on the job site shall not be greater than permitted under the plan approved by the Employment and Training Administration.

Every trainee must be paid at not less than the rate specified in the approved program for the trainee's level of progress, expressed as a percentage of the journeyman hourly rate specified in the applicable wage determination. Trainees shall be paid fringe benefits in accordance with the provisions of the trainee program. If the trainee program does not mention fringe benefits, trainees shall be paid the full amount of fringe benefits listed on the wage determination unless the Administrator of the Wage and Hour Division determines that there is an apprenticeship program associated with the corresponding journeyman wage rate on the wage determination which provides for less than full fringe benefits for apprentices. Any employee listed on the payroll at a trainee rate who is not registered and participating in a training plan approved by the Employment and Training Administration shall be paid not less than the applicable wage rate on the wage determination for the classification of work actually performed. In addition, any trainee performing work on the job site in excess of the ratio permitted under the registered program shall be paid not less than the applicable wage rate on the wage determination for the work actually performed.

- In the event the Employment and Training Administration withdraws approval of a training program, the contractor will no longer be permitted to utilize trainees at less than the applicable predetermined rate for the work performed until an acceptable program is approved.
- c. Equal employment opportunity. The utilization of apprentices, trainees and journeymen under this part shall be in conformity with the equal employment opportunity requirements of Executive Order 11246, as amended, and 29 CFR part 30.
- d. Apprentices and Trainees (programs of the U.S. DOT). Apprentices and trainees working under apprenticeship and skill training programs which have been certified by the Secretary of Transportation as promoting EEO in connection with Federal-aid highway construction programs are not subject to the requirements of paragraph 4 of this Section IV. The straight time hourly wage rates for apprentices and trainees under such programs will be established by the particular programs. The ratio of apprentices and trainees to journeymen shall not be greater than permitted by the terms of the particular program.
- Compliance with Copeland Act requirements. The contractor shall comply with the requirements of 29 CFR part 3, which are incorporated by reference in this contract.
- 6. Subcontracts. The contractor or subcontractor shall insert Form FHWA-1273 in any subcontracts and also require the subcontractors to include Form FHWA-1273 in any lower tier subcontracts. The prime contractor shall be responsible for the compliance by any subcontractor or lower tier subcontractor with all the contract clauses in 29 CFR 5.5.
- 7. Contract termination: debarment. A breach of the contract clauses in 29 CFR 5.5 may be grounds for termination of the contract, and for debarment as a contractor and a subcontractor as provided in 29 CFR 5.12.
- 8. Compliance with Davis-Bacon and Related Act requirements. All rulings and interpretations of the Davis-Bacon and Related Acts contained in 29 CFR parts 1, 3, and 5 are herein incorporated by reference in this contract.
- 9. **Disputes concerning labor standards.** Disputes arising out of the labor standards provisions of this contract shall not be subject to the general disputes clause of this contract. Such disputes shall be resolved in accordance with the procedures of the Department of Labor set forth in 29 CFR parts 5, 6, and 7. Disputes within the meaning of this clause include disputes between the contractor (or any of its subcontractors) and the contracting agency, the U.S. Department of Labor, or the employees or their representatives.
- 10. Certification of eligibility.
  - a. By entering into this contract, the contractor certifies that neither it (nor he or she) nor any person or firm who has an interest in the contractor's firm is a person or firm ineligible to be awarded Government contracts by virtue of section 3(a) of the Davis-Bacon Act or 29 CFR 5.12(a)(1).
  - b. No part of this contract shall be subcontracted to any person or firm ineligible for award of a Government contract by virtue of section 3(a) of the Davis-Bacon Act or 29 CFR 5.12(a)(1).
  - c. The penalty for making false statements is prescribed in the U.S. Criminal Code, 18 U.S.C. 1001.

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

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

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

#### VI. SUBLETTING OR ASSIGNING THE CONTRACT

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

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

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

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

#### VII. SAFETY: ACCIDENT PREVENTION

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

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

#### VIII. FALSE STATEMENTS CONCERNING HIGHWAY PROJECTS

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

- a. By signing and submitting this proposal, the prospective lower tier is providing the certification set out below.
- b. The certification in this clause is a material representation of fact upon which reliance was placed when this transaction was entered into. If it is later determined that the prospective lower tier participant knowingly rendered an erroneous certification, in addition to other remedies available to the Federal Government, the department, or agency with which this transaction originated may pursue available remedies, including suspension and/or debarment.

- c. The prospective lower tier participant shall provide immediate written notice to the person to which this proposal is submitted if at any time the prospective lower tier participant learns that its certification was erroneous by reason of changed circumstances.
- d. The terms "covered transaction," "debarred," "suspended," "ineligible," "participant," "person," "principal," and "voluntarily excluded," as used in this clause, are defined in 2 CFR Parts 180 and 1200. You may contact the person to which this proposal is submitted for assistance in obtaining a copy of those regulations. "First Tier Covered Transactions" refers to any covered transaction between a grantee or subgrantee of Federal funds and a participant (such as the prime or general contract). "Lower Tier Covered Transactions" refers to any covered transaction under a First Tier Covered Transaction (such as subcontracts). "First Tier Participant" refers to the participant who has entered into a covered transaction with a grantee or subgrantee of Federal funds (such as the prime or general contractor). "Lower Tier Participant" refers any participant who has entered into a covered transaction with a First Tier Participant or other Lower Tier Participants (such as subcontractors and suppliers).
- e. The prospective lower tier participant agrees by submitting this proposal that, should the proposed covered transaction be entered into, it shall not knowingly enter into any lower tier covered transaction with a person who is debarred, suspended, declared ineligible, or voluntarily excluded from participation in this covered transaction, unless authorized by the department or agency with which this transaction originated.
- f. The prospective lower tier participant further agrees by submitting this proposal that it will include this clause titled "Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion-Lower Tier Covered Transaction," without modification, in all lower tier covered transactions and in all solicitations for lower tier covered transactions exceeding the \$25,000 threshold.
- g. A participant in a covered transaction may rely upon a certification of a prospective participant in a lower tier covered transaction that is not debarred, suspended, ineligible, or voluntarily excluded from the covered transaction, unless it knows that the certification is erroneous. A participant is responsible for ensuring that its principals are not suspended, debarred, or otherwise ineligible to participate in covered transactions. To verify the eligibility of its principals, as well as the eligibility of any lower tier prospective participants, each participant may, but is not required to, check the Excluded Parties List System website (https://www.epls.gov/), which is compiled by the General Services Administration.
- h. Nothing contained in the foregoing shall be construed to require establishment of a system of records in order to render in good faith the certification required by this clause. The knowledge and information of participant is not required to exceed that which is normally possessed by a prudent person in the ordinary course of business dealings.
- i. Except for transactions authorized under paragraph e of these instructions, if a participant in a covered transaction knowingly enters into a lower tier covered transaction with a person who is suspended, debarred, ineligible, or voluntarily excluded from participation in this transaction, in addition to other remedies available to the Federal Government, the department or agency with which this transaction originated may pursue available remedies, including suspension and/or debarment.

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

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

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

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

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

## **ON-THE-JOB TRAINING**

(10-16-07) (Rev. 7-21-09)

Z-10

## **Description**

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

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

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

## **Minorities and Women**

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

## **Assigning Training Goals**

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

## **Training Classifications**

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

**Equipment Operators** 

Office Engineers

**Truck Drivers** 

**Estimators** 

Carpenters

Iron / Reinforcing Steel Workers

Concrete Finishers

Mechanics

Pipe Layers

Welders

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

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

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

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

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

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

## **Records and Reports**

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

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

#### **Trainee Interviews**

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

## **Trainee Wages**

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

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

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

## **Achieving or Failing to Meet Training Goals**

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

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

## **Measurement and Payment**

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

## ITEMIZED PROPOSAL FOR CONTRACT NO. C202950

Line #	Item Number	Sec #	Description	Quantity	Unit Cost	Amoun
			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	BRIDGE APPROACH FILL - SUB REGIONAL TIER, STATION ******* (19+70.00-L-)	Lump Sum	L.S.	
0004	0050000000-E	226	SUPPLEMENTARY CLEARING & GRUB- BING	1 ACR		
0005	0057000000-E	226	UNDERCUT EXCAVATION	1,000 CY		,
0006	0063000000-N	SP	GRADING	Lump Sum	L.S.	
0007	0106000000-E	230	BORROW EXCAVATION	15,000 CY		
0008	0134000000-E	240	DRAINAGE DITCH EXCAVATION	2,050 CY		
0009	0195000000-E	265	SELECT GRANULAR MATERIAL	1,000 CY		
0010	0196000000-E	270	GEOTEXTILE FOR SOIL STABILIZA- TION	2,600 SY		
0011	0318000000-E	300	FOUNDATION CONDITIONING MATE- RIAL, MINOR STRUCTURES	30 TON		
 0012	0320000000-Е	300	FOUNDATION CONDITIONING GEO- TEXTILE	100 SY		
0013	0335200000-E	305	15" DRAINAGE PIPE	120 LF		
0014	0335850000-E	305	**" DRAINAGE PIPE ELBOWS (15")	4 EA		
0015	0448300000-E	310	18" RC PIPE CULVERTS, CLASS IV	68 LF		
 0016	0594000000-E	310	24" CS PIPE CULVERTS, 0.064" THICK	92 LF		
 0017	0995000000-E	340	PIPE REMOVAL	-206 LF		
0018	1099500000-E	505	SHALLOW UNDERCUT	500 CY		·

## ITEMIZED PROPOSAL FOR CONTRACT NO. C202950

Page 2 of 6

Line #	Item Number	Sec #	Description	Quantity	Unit Cost	Amount
0019	1099700000-E	505	CLASS IV SUBGRADE STABILIZA- TION	1,000		
			TION	TON		
0020	1121000000-E	520	AGGREGATE BASE COURSE	2,260 TON		
0021	1220000000-E	545	INCIDENTAL STONE BASE	200 TON	:	
0022	1275000000-E	600	PRIME COAT	85		·
0023	1330000000-E	607	INCIDENTAL MILLING	GAL 225		
				SY		
0024	1489000000-E		ASPHALT CONC BASE COURSE, TYPE B25.0B	325 TON		
0025	1498000000-E	610	ASPHALT CONC INTERMEDIATE COURSE, TYPE I19.0B	1,060 TON		
0026	1525000000-E	610	ASPHALT CONC SURFACE COURSE, TYPE SF9.5A	1,465 TON		
0027	1575000000-E	620	ASPHALT BINDER FOR PLANT MIX	165 TON		
0028	1693000000-E	654	ASPHALT PLANT MIX, PAVEMENT REPAIR	10 TON		
0029	2022000000-E	815	SUBDRAIN EXCAVATION	112 CY		
0030	2033000000-Е	815	SUBDRAIN FINE AGGREGATE	84 CY		
0031	2044000000-E	815	6" PERFORATED SUBDRAIN PIPE	500		
			SUBDRAIN PIPE OUTLET	LF 1		
0033	2077000000-E	815	6" OUTLET PIPE	EA 6		
	2077000000-L		0 00122.711.2	LF		
			MASONRY DRAINAGE STRUCTURES	2 EA		
0035	2367000000-N	840	FRAME WITH TWO GRATES, STD 840.29	2 EA		
0036	2556000000-E	846	SHOULDER BERM GUTTER	360 LF		
0037		862	STEEL BM GUARDRAIL			

## ITEMIZED PROPOSAL FOR CONTRACT NO. C202950

Page 3 of 6

Line #	Item Number	Sec #	Description	Quantity	Unit Cost	Amo	ount
0038	3150000000-N	862	ADDITIONAL GUARDRAIL POSTS	5 EA			
0039	3195000000-N	862	GUARDRAIL ANCHOR UNITS, TYPE AT-1	2 EA <sub>.</sub>			
0040	3215000000-N	862	GUARDRAIL ANCHOR UNITS, TYPE III	4 . EA			
0041	3270000000-N	SP	GUARDRAIL ANCHOR UNITS, TYPE 350	4 EA			
0042	3503000000-E	866	WOVEN WIRE FENCE, 47" FABRIC	3,610 LF			
0043	3509000000-E	866	4" TIMBER FENCE POSTS, 7'-6" LONG	225 EA			
 0044	3515000000-E	866	5" TIMBER FENCE POSTS, 8'-0" LONG	70 EA			
 0045	3557000000-E	866	ADDITIONAL BARBED WIRE	100 LF	~~~~	· .	
0046	3628000000-E	876	RIP RAP, CLASS I	7 . TON			
0047	3649000000-E	876	RIP RAP, CLASS B	4 TON			
0048	3656000000-E	876	GEOTEXTILE FOR DRAINAGE	2,085 SY			
0049	4072000000-E	903	SUPPORTS, 3-LB STEEL U-CHANNEL	14 LF			
0050	4102000000-N	904	SIGN ERECTION, TYPE E	1 EA		~~~~~~~~~~~~~~~~~~~~~~~~~~~~~~~~~~~~~~~	
0051	4192000000-N	907	DISPOSAL OF SUPPORT, U-CHANNEL	16 EA			
0052	4400000000-E	1110	WORK ZONE SIGNS (STATIONARY)	527 SF.		***************************************	
0053	4410000000-E	1110	WORK ZONE SIGNS (BARRICADE MOUNTED)	90 SF			
0054	443000000-N	1130	DRUMS	20 EA			
0055	4435000000-N	1135	CONES	20 EA			
0056	4445000000-E	1145	BARRICADES (TYPE III)	80 LF			

## **ITEMIZED PROPOSAL FOR CONTRACT NO. C202950**

Page 4 of 6

Line #	Item Number	Sec #	Description	Quantity	Unit Cost	Amount
						·
0057	4455000000-N	1150	FLAGGER	20 DAY		
0058	4810000000-E	1205	PAINT PAVEMENT MARKING LINES (4")	25,338 LF		
0059	4915000000-E	1264	7' U-CHANNEL POSTS	3 EA		
0060	4955000000-N	1264	OBJECT MARKERS (END OF ROAD)	3 EA		·
0061	6000000000-Е	1605	TEMPORARY SILT FENCE	3,000 LF		
0062	6006000000-E	1610	STONE FOR EROSION CONTROL, CLASS A	285 TON	·	
0063	6009000000-E	1610	STONE FOR EROSION CONTROL, CLASS B	1,640 TON		
0064	6012000000-E	1610	SEDIMENT CONTROL STONE	665 TON		
0065	6015000000-E	1615	TEMPORARY MULCHING	6.5 ACR		
0066	6018000000-E	1620	SEED FOR TEMPORARY SEEDING	250 LB		
0067	6021000000-E	1620	FERTILIZER FOR TEMPORARY SEED- ING	2 TON	• •	
0068	6024000000-E	1622	TEMPORARY SLOPE DRAINS	200 LF		
0069	6029000000-E	SP	SAFETY FENCE	600 LF		
0070	6030000000-Е	1630	SILT EXCAVATION	1,250 CY		
0071	6036000000-Е	1631	MATTING FOR EROSION CONTROL	11,000 SY		
0072	6037000000-Е	SP	COIR FIBER MAT	40 SY		
0073	6038000000-Е	SP	PERMANENT SOIL REINFORCEMENT MAT	3,900 SY		
0074	6042000000-E	1632	1/4" HARDWARE CLOTH	60 LF		
0075	6048000000-E	SP	FLOATING TURBIDITY CURTAIN	120 SY		

County: Catawba

ITEMIZED PROPOSAL FOR CONTRACT NO. C202950

Line #	Item Number	Sec #	Description	Quantity	Unit Cost	Amount
0076	6070000000-N	1639	SPECIAL STILLING BASINS	12 EA		
0077	6071010000-Е	SP	WATTLE	210 LF		
0078	6071020000-Е	SP	POLYACRYLAMIDE (PAM)	400 LB		
0079	6071030000-Е	1640	COIR FIBER BAFFLE	310 LF		
0080	6071050000-E	SP	**" SKIMMER (1-1/2")	4 EA		
0081	6084000000-E	1660	SEEDING & MULCHING	4.5 ACR		
0082	6087000000-Е	1660	MOWING .	3.5 ACR		
0083	6090000000-Е	1661	SEED FOR REPAIR SEEDING	100 LB		
0084	6093000000-Е	1661	FERTILIZER FOR REPAIR SEEDING	0.25 TON		
0085	609 <i>6</i> 000000-E	1662	SEED FOR SUPPLEMENTAL SEEDING	175 LB	%	•
0086	6108000000-Е	1665	FERTILIZER TOPDRESSING	4.75 TON		
0087	6114500000-N	1667	SPECIALIZED HAND MOWING	10 MHR		
0088	6117000000-N	SP	RESPONSE FOR EROSION CONTROL	25 EA		
0089	6123000000-E	1670	REFORESTATION	0.1 ACR		·
,						
		S	TRUCTURE ITEMS			
0090	8017000000-N	SP	CONSTRUCTION, MAINTENANCE, & REMOVAL OF TEMP ACCESS AT STA	Lump Sum	L.S.	
			(19+70.00-L-)			·
0091	8035000000-N	402	REMOVAL OF EXISTING STRUCTURE AT STATION ************************************	Lump Sum	L.S.	

ITEMIZED PROPOSAL FOR CONTRACT NO. C202950

Page 6 of 6

County	-	Catawba

Line #	Item Number	Sec #	Description	Quantity	Unit Cost	Amount
0002	8105520000-E	411	3'-0" DIA DRILLED PIERS IN	105		
0032			SOIL	LF		•
0093	8105620000-E	411	3'-0" DIA DRILLED PIERS NOT IN	68		
			SOIL	LF	• .	
0094	8111200000-E	411	PERMANENT STEEL CASING FOR 3'-0" DIA DRILLED PIER	82.8 LF	***************************************	
0095	8113000000-N	411	SID INSPECTIONS	1		
				EA	***************************************	·
0096	8114000000-N	411	SPT TESTING	1		
				EA	***************************************	
0097	8115000000-N	411	CSL TESTING	1 EA		
	••••••••••••••••••••••••••••••••••••••					
0098	8182000000-E	420	CLASS A CONCRETE (BRIDGE)	72.3 CY		
0099	8210000000-N	422	BRIDGE APPROACH SLABS, STATION	Lump Sum	L.S.	
			(19+70.00-L-)			
0100	8217000000-E	425	REINFORCING STEEL (BRIDGE)	28,432		
				LB	~~~~~	
0101	8238000000-E	425	SPIRAL COLUMN REINFORCING STEEL (BRIDGE)	4,039	•	
			STEEL (BRIDGE)	LB		•
0102	8364000000-E	450	HP12X53 STEEL PILES	455		
				LF		
0103	8475000000-E	460	TWO BAR METAL RAIL	385.5		
				LF		
0104	8517000000-E	460	1'-**"X *****" CONCRETE PARA- PET	400.5		
			(1'-2" X 2'-11 1/4")	LF		
 0105	8608000000-E	876	RIP RAP CLASS II (2'-0" THICK)	1,079		-
			,	TON		
 0106	8622000000-E	876	GEOTEXTILE FOR DRAINAGE	1,365		
				SY	-	
0107	8657000000-N	430	ELASTOMERIC BEARINGS	Lump Sum	L.S.	
 0108	8763000000-E	430	3'-0" X 2'-0" PRESTRESSED CONC	2,600		
			CORED SLABS	LF		

## Vendor 1 of 3: COUNTRY BOY LANDSCAPING INC (1713) Call Order 017 (Proposal: C202950)

## **Bid Information**

County: CATAWBA

Address: P.O. Box 290

Harmony, NC, 28634

**Signature Check:** Chris\_C\_Cartner\_1713

Time Bid Received: March 19, 2013 12:43 PM

**Amendment Count: 0** 

**Bidding Errors:** None.

DBE GOAL SET 9.0

DBE GOAL MET 9.0

**Bid Checksum:** F2051FBA

**Bid Total: \$1,744,888.88** 

**Items Total:** \$1,744,888.88

Time Total: \$0.00

## Vendor 1 of 3: COUNTRY BOY LANDSCAPING INC (1713) Call Order 017 (Proposal: C202950)

## **Bid Bond Information**

**Projects:** 

Counties:

**Bond ID:** SNC13799922

Paid by Check: No

**Bond Percent: 5%** 

**Bond Maximum:** 

**State of Incorporation:** 

Agency Execution Date: 3/14/2013 1

Surety Name: surety2000

**Bond Agency Name:** The Guarantee Company of

North America USA

Vendor 1713's Bid Information for Call 017, Letting L130319, 03/19/13

Country Boy Landscaping, Inc. (1713) Call Order 017 (Proposal ID C202950)

LIST OF DBE PARTICIPANTS

VENDOR	DBE NAME	WORK	CERT		
NUMBER	ADDRESS	CODE TYPE OF WORK	K TYPE	AMOUNT	
2976 WB	CAROLINA ENVIRONMENTAL CONTRACT		Sub	10,499.00	Committed
12418 WB	POST OFFICE BOX 1905 , MT. AIR BLEVEL CROSS SURVEYING PLLC 668 MARSH COUNTRY LANE , RANDLI	•	Sub	9,600.00	Committed
5796 WB	A-1 PAVEMENT MARKING LLC	·	Sub	4,560.84	Committed
4898 WB	238 N BIVENS RD , MONROE, NC 23 BULLINGTON CONSTRUCTION INC		Sub	24,865.00	Committed
2855 WB	417 FOXGLOVE LANE , INDIAN TRAINED CONSTRUCTION CO., INC.		Sub	5,683.10	Committed
8003 WB	229 BOXWOOD CHURCH ROAD , MOCK! HUNTING CREEK CONSTRUCTION INC 356 SHEFFIELD ROAD , HARMONY, I		Sub	104,292.75	Committed
	SSO SHEFFELLO ROAD , HARPONI, I	10 20007	TOTAL:	\$159,500.69 9.14%	

Vendor 1713's Bid Information for Call 017, Letting L130319, 03/19/13

Country Boy Landscaping, Inc. (1713) Call Order 017 (Proposal ID C202950)

Miscelleneous Data Info - Contractor Responses:

#### NON-COLLUSION AND DEBARMENT CERTIFICATION

Explanation of the prospective bidder that is unable to certify to any of the statements in this certification:

Explanation:

NOT ANSWERED

NOT ANSWERED

NOT ANSWERED

NOT ANSWERED

#### AWARD LIMITS ON MULTIPLE PROJECTS

By answering YES to this statement, the bidder acknowleges that they are using the award limits on multiple projects. No

It is the desire of the Bidder to be awarded contracts, the value of which will not exceed a total of NOT ANSWERED for those projects indicated herein, for which bids will be opened on (MM/DD/YY)

The Award Limits shall apply to the following projects:

Contract Number

County

NOT ANSWERED

NOT ANSWERED

NOT ANSWERED

NOT ANSWERED

NOT ANSWERED NOT ANSWERED

#### Bid Bond Data Info - Contractor Responses:

BondID: SNC13799922 Surety Registry Agency: surety2000

Verified?: Yes

Surety Agency: The Guarantee Company of North America USA

Bond Execution Date: 3/14/2013 1

Bond Amount: \$87,244.44 (Five Percent of Bid)

State of NC Date: 02-19-13
Dept of Transportation Revised:

Contract ID: C202950 Project(s): BRZ-2019(2)

Letting Date: 03-19-13 Call Order: 017 Bidder: 1713 - Country Boy Landscaping, Inc.

Section 0001 ROADWAY ITEMS

#### Alt Group

	Alt Gro	oup				
10001	0000100000-N   N		  LUMP 		  LUMP 	   65,000.00  
10002	0000400000-N  N SURVEYING		    LUMP 		  LUMP 	10,100.00
10003	003000000-N  APPROACH FILL  REGIONAL TIER,  ****** (19+70	- SUB STATION	  LUMP 		  LUMP 	8,500.00    8,500.00
10004	0050000000-E  RY CLEARING & 	GRUB-BING	     ACR	1.000	1.00000	1.00
	0057000000-E  EXCAVATION 	UNDERCUT	CY	1,000.000	   18.00000  	18,000.00
10006	0063000000-N   		LUMP	 	LUMP	80,322.80
	0106000000-E  EXCAVATION	BORROW     	CY	15,000.000	6.50000 <sub> </sub>	97,500.00
	0134000000-E  DITCH EXCAVATION	ON I	CY	2,050.000	3.85000    3.85000	7,892.50
	0195000000-E		CY	1,000.000  	43.75000 <sub> </sub>	43,750.00
	0196000000-E (  FOR SOIL STABI]	LIZA-TION	SY	2,600.000  	2.25000	5,850.00  

\_\_\_\_\_\_

State of NC Dept of Transportation

Date: 02-19-13 Revised:

Project(s): BRZ-2019(2) Contract ID: C202950

Letting Date: 03-19-13 Call Order: 017 Bidder: 1713 - Country Boy Landscaping, Inc.

+  Line	•		Approx.	Unit Price	Bid Amount
No.	Description	   	Quantity and Units	Dollars   Cts	Dollars  Ct
-	0318000000-E FOUNDATION  CONDITIONING MATE- RIAL,  MINOR STRUCTURES		30.000	   32.00000 	   960.00 
-	032000000-E FOUNDATION  CONDITIONING GEO-  TEXTILE	    SY	100.000	   2.25000 	   225.00 
	0335200000-E 15"  DRAINAGE PIPE 	    LF	120.000	   52.00000 	   6,240.00 
0014	0335850000-E **"  DRAINAGE PIPE ELBOWS  (15")	    EA 	4.000	150.00000	600.00
	0448300000-E 18" RC PIPE  CULVERTS, CLASS IV 	    LF	68.000	   55.00000  	3,740.00
•	0594000000-E 24" CS PIPE  CULVERTS, 0.064" THICK 	     LF	92.000	57.00000  	5,244.00
	0995000000-E PIPE  REMOVAL 	     LF	206.000  	8.00000     8.00000	1,648.00
	1099500000-E SHALLOW  UNDERCUT 	     CY	500.000    500.000	   10.00000 	5,000.00  
	1099700000-E CLASS IV    SUBGRADE STABILIZA- TION  	     TON	1,000.000  	23.00000 <sub> </sub>	23,000.00
	1121000000-E AGGREGATE    BASE COURSE   	TON	2,260.000  	25.25000  	57,065.00  
	1220000000-E INCIDENTAL    STONE BASE   	TON	200.000  	28.00000 <sub> </sub>	5,600.00
  0022 	•	GAL	85.000  	12.00000	1,020.00

Check: F2051FBA Page 2

State of NC Date: 02-19-13
Dept of Transportation Revised:

Letting Date: 03-19-13 Call Order: 017 Bidder: 1713 - Country Boy Landscaping, Inc.

+  Line		Approx.     Quantity     and Units		   Unit Price 	Bid Amount
j				Dollars   Cts	Dollars  Ct
10023	1330000000-E INCIDENTAL    MILLING 	    SY	225.000	   23.00000 	   5,175.00 
10024	1489000000-E ASPHALT   CONC BASE COURSE, TYPE  B25.0B	     TON	325.000	   44.00000 	   14,300.00
10025	1498000000-E ASPHALT   CONC INTERMEDIATE   COURSE, TYPE I19.0B	    TON	1,060.000	   39.75000 	   42,135.00 
  0026	1525000000-E ASPHALT  CONC SURFACE COURSE,  TYPE SF9.5A	    TON	1,465.000	39.75000	   58,233.75 
  0027 	1575000000-E ASPHALT  BINDER FOR PLANT MIX	    TON	165.000    165	620.00000	102,300.00
  0028 	1693000000-E ASPHALT  PLANT MIX, PAVEMENT  REPAIR	    TON	10.000¦	125.00000	1,250.00
	2022000000-E SUBDRAIN  EXCAVATION	    CY	112.000	7.00000    7.00000	784.00   
  0030 	2033000000-E SUBDRAIN  FINE AGGREGATE 	    CY	84.000  	43.75000 <sub> </sub>	3,675.00
	2044000000-E 6"  PERFORATED SUBDRAIN PIPE 	    LF	500.000  	8.50000 <sub> </sub> 	4,250.00
	2070000000-N SUBDRAIN  PIPE OUTLET 	     EA	1.000	150.00000    	150.00
  0033 		    LF	6.000  	51.00000  	306.00
	2286000000-n MASONRY  DRAINAGE STRUCTURES 	     EA	2.000	1,100.00000  	2,200.00

Check: F2051FBA Page 3

State of NC Date: 02-19-13
Dept of Transportation Revised:

Contract ID: C202950 Project(s): BRZ-2019(2)

Letting Date: 03-19-13 Call Order: 017

Bidder: 1713 - Country Boy Landscaping, Inc.

Line No.			Approx.   Quantity	Unit Price	Bid Amount
			and Units	Dollars   Cts	Dollars  Ct
	2367000000-N FRAME WITH  TWO GRATES, STD 840.29		2.000    2.000	625.00000	1,250.00
	2556000000-E SHOULDER  BERM GUTTER	    LF	360.000  	25.00000    25.00000	9,000.00
	303000000-E STEEL BM  GUARDRAIL	    LF	825.000    825.000	14.00000	11,550.00
	3150000000~N ADDITIONAL  GUARDRAIL POSTS 	    EA	5.000    5.000	13.00000   	65.00
	3195000000-N GUARDRAIL  ANCHOR UNITS, TYPE AT-1 	    EA	2.000    	475.00000  	950.00
	3215000000-N GUARDRAIL  ANCHOR UNITS, TYPE III 	    EA	4.000  	1,375.00000  	5,500.00
	3270000000-N GUARDRAIL  ANCHOR UNITS, TYPE 350 	     EA	4.000 <sub> </sub>	1,700.00000  	6,800.00
	3503000000-E WOVEN WIRE  FENCE, 47" FABRIC 	     LF	3,610.000	2.55000  	9,205.50
	3509000000-E 4" TIMBER    FENCE POSTS, 7'-6" LONG	     EA	225.000  	14.80000 <sub> </sub> 	3,330.00
	3515000000-E 5" TIMBER    FENCE POSTS, 8'-0" LONG   	     EA	70.000  	27.00000  	1,890.00
	3557000000-E ADDITIONAL   BARBED WIRE	LF	100.000	1.00000	100.00
	3628000000-E RIP RAP,   CLASS I	TON	7.000  	65.00000  	455.00

Check: F2051FBA Page 4

State of NC Date: 02-19-13
Dept of Transportation Revised:

Contract ID: C202950 Project(s): BRZ-2019(2)

Letting Date: 03-19-13 Call Order: 017
Bidder: 1713 - Country Boy Landscaping, Inc.

Line No.		1	Approx. Quantity	Unit Price	Bid Amount
NO.			and Units	Dollars   Cts	Dollars  Ct
	3649000000-E RIP RAP,  CLASS B 	    TON	4.000	   65.00000 	   260.00 
	3656000000-E GEOTEXTILE  FOR DRAINAGE 	    SY	2,085.000	2.25000	   4,691.25 
	4072000000-E SUPPORTS,  3-LB STEEL U-CHANNEL	    LF	14.000	7.50000	   105.00 
	4102000000-N SIGN ERECTION, TYPE E	    EA	1.000  	92.00000	92.00
	4192000000-N DISPOSAL OF SUPPORT, U-CHANNEL	    EA	   16.000 	5.00000  	80.00
	4400000000-E WORK ZONE SIGNS (STATIONARY)	    SF	527.000  	5.25000  	2,766.75
0053	4410000000-E WORK ZONE SIGNS (BARRICADE MOUNTED)	    SF	90.000    90.000	5.00000  	450.00
  0054 		    EA	20.000  	35.00000 <sub> </sub>	700.00
  055  		     EA	20.000  	16.00000  	320.00
	4445000000-E BARRICADES (TYPE III)	     LF	80.000  	22.00000  	1,760.00
) 057  	4455000000-N FLAGGER   	     DAY	20.000	250.00000    250.00000	5,000.00
058	4810000000-E PAINT   PAVEMENT MARKING LINES   (4")	LF	25,338.000	0.18000  	4,560.84

State of NC Date: 02-19-13
Dept of Transportation Revised:

Letting Date: 03-19-13 Call Order: 017 Bidder: 1713 - Country Boy Landscaping, Inc.

Line	·			Approx. Quantity	Unit Price	Bid Amount
NO.	Description	j 		and Units	Dollars   Cts	Dollars  Ct
	4915000000-E 7'  U-CHANNEL POSTS	   	<b>-</b> ЕА	3.000	   27.00000 	   81.00
	4955000000-N OBJ  MARKERS (END OF R	OAD)	EA	3.000	52.00000	   156.00 
	6000000000-E TEM  SILT FENCE 	PORARY	<b>-</b> LF	3,000.000    3,000	1.90000	   5,700.00 
	6006000000-E STO  EROSION CONTROL,  A	CLASS	TON	285.000    285.000	40.00000	   11,400.00
	6009000000-E STO  EROSION CONTROL,  B	CLASS	TON	1,640.000  	40.00000	   65,600.00
	6012000000-E SED  CONTROL STONE	ĺ	TON	665.000  	35.00000	23,275.00
	6015000000-E TEM:  MULCHING 	PORARY     	ACR	6.500    6.500	900.00000	5,850.00
	6018000000-E SEEI  TEMPORARY SEEDING	D FOR     	LB	250.000  	2.00000	500.00
	6021000000-E FERT  FOR TEMPORARY SEEI	D-ING	ron	2.000 <sub> </sub> 	1,000.00000    1,000	2,000.00
	6024000000-E TEMI SLOPE DRAINS	PORARY      I	LF	200.000  	10.00000  	2,000.00
	6029000000-E SAFE FENCE	ĺ		600.000	1.90000    1.90000	1,140.00
	6030000000-E SILT	İ	 CY	1,250.000	7.00000    7.00000	8,750.00¦

State of NC Date: 02-19-13
Dept of Transportation Revised:

Letting Date: 03-19-13 Call Order: 017 Bidder: 1713 - Country Boy Landscaping, Inc.

Linel Approx. | Quantity | No.| Description and Units | |6037000000-E COIR FIBER | 1 8.00000| 100721MAT ISY 3,900.000| |0073|SOIL REINFORCEMENT MAT | 16042000000-E 1/4" |0074|HARDWARE CLOTH 60.000| 4.00000| 240.00| |6048000000-E FLOATING |0075|TURBIDITY CURTAIN 120.000| 22.00000| ISY 16070000000-N SPECIAL 12.000| |0076|STILLING BASINS 50.000001 |6071010000-E WATTLE 100771 10.00000| 210.0001 2,100.001 |6071020000-E POLYACRYLAM| |0078|IDE (PAM) 400,0001 100000.8 |6071030000-E COIR FIBER | İ 310.000| 5.00000| 1,550.00| 10079|BAFFLE |6071050000-E \*\*" SKIMMER| 4.000| 1,100.00000| |0080|(1-1/2**"**) |6084000000-E SEEDING & 1 4.500| 1,650.00000| 7,425.00| |0081|MULCHING |608700000-E MOWING 100821 3.500| 250.00000|

State of NC Date: 02-19-13 Revised:

Dept of Transportation

Project(s): BRZ-2019(2) Contract ID: C202950

Letting Date: 03-19-13 Call Order: 017 Bidder: 1713 - Country Boy Landscaping, Inc.

Line No.	•	 	Approx. Quantity	Unit Price	Bid Amount
			and Units	Dollars   Cts	Dollars  Ct
	609000000-E SEED FOR  REPAIR SEEDING 	    LB	100.000	   1.00000	100.00
	6093000000-E FERTILIZER  FOR REPAIR SEEDING 	    TON	0.250	1,000.00000	   250.00
	6096000000-E SEED FOR  SUPPLEMENTAL SEEDING	    LB	175.000	1.00000	   175.00
	6108000000-E FERTILIZER  TOPDRESSING 	    TON	4.750	   500.00000  -	2,375.00
-	6114500000-N SPECIALIZED  HAND MOWING	    MHR	10.000	   35.00000 	   350.00
-	6117000000-N RESPONSE  FOR EROSION CONTROL	    EA	25.000	   1.00000 	   25.00 
ا ا 8900 ا		     ACR	0.100	   12,000.00000	   1,200.00
<b>!</b>	Section 0001 Total			   	949,025.39
ectio	on 0004 STRUCTURE ITE	EMS			
	Alt Group				
)090    	8017000000-N CONSTRUCTIO  N, MAINTENANCE, &   REMOVAL OF TEMP ACCESS AT  STA ************ (19+70.00-L-)	LUMP	)         	LUMP	97,000.00
8035000000-N REMOVAL OF    0091 EXISTING STRUCTURE AT    STATION *********    (19+70.00-L-)		LUMP	 	LUMP	1.00

Dept of Transportation

State of NC Date: 02-19-13 Revised:

Project(s): BRZ-2019(2) Contract ID: C202950

Letting Date: 03-19-13 Call Order: 017 Bidder: 1713 - Country Boy Landscaping, Inc.

+  Line	r: 1713 - Country Boy Land		Approx.	Unit Price	   Bid Amount
No.	•	i I	Quantity and Units	Dollars   Cts	
	8105520000-E 3'-0" DIA  DRILLED PIERS IN SOIL	    LF	105.000	   575.00000	   60,375.00 
	8105620000-E 3'-0" DIA  DRILLED PIERS NOT IN SOIL 	    LF	68.000	   575.00000 	   39,100.00 
0094	8111200000-E PERMANENT  STEEL CASING FOR 3'-0"  DIA DRILLED PIER	    LF	82.800	   50.00000 	   4,140.00
	8113000000-N SID  INSPECTIONS 	    EA	1.000	   600.00000 	   600.00
    0096	8114000000-N SPT TESTING   	     EA	1.000	   1,000.00000 	1,000.00
    0097 	•	     EA	1.000	   2,450.00000	2,450.00
	8182000000-E CLASS A  CONCRETE (BRIDGE)	l CY	72.300		86,760.00
0099 	8210000000-N BRIDGE  APPROACH SLABS,  STATION**********	LUM	P		22,139.00
-	8217000000-E REINFORCING  STEEL (BRIDGE)	LB	28,432.000    28	1.00000	28,432.00
0101	8238000000-E SPIRAL   COLUMN REINFORCING   STEEL (BRIDGE)	LB	4,039.000    4,039	1.80000    1.80000	7,270.20
	8364000000-E HP12X53   STEEL PILES	LF	455.000  	   55.00000 	25,025.00

Dept of Transportation

State of NC Date: 02-19-13 Revised:

Project(s): BRZ-2019(2) Contract ID: C202950

Letting Date: 03-19-13 Call Order: 017

Bidder: 1713 - Country Boy Land	sca 	ping, inc.		
Line  Item	Approx.     Quantity  -   and Units		Unit Price	Bid Amount
No.  Description			Dollars   Cts	Dollars  C
8475000000-E TWO BAR 0103 METAL RAIL	    LF	385.500	   120.50000  	46,452.75
8517000000-E 1'-**"X   0104 *****" CONCRETE PARA- PET   (1'-2" X 2'-11 1/4")		400.500		29,236.50
8608000000-E RIP RAP 0105 CLASS II (2'-0" THICK)	     TON	1,079.000		10.79
8622000000-E GEOTEXTILE   0106 FOR DRAINAGE	    SY	1,365.000	   2.25000  	3,071.25
8657000000-N ELASTOMERIC  0107 BEARINGS   	  LUM	IP	  LUMP	7,400.00
8763000000-E 3'-0" X    0108 2'-0" PRESTRESSED    CONCCORED SLABS	       LF	2,600.000		335,400.00
  Section 0004 Total			 	795,863.49
  Bid Total		<b>!</b>		1,744,888.88

#### NON-COLLUSION AND DEBARMENT CERTIFICATION

The bidder certifies that neither he, nor any official, agent or employee of the bidder has entered into any agreement, participated in any collusion, or otherwise taken any action which is in restraint of free competitive bidding in connection with this bid, and that the bidder intends to do the work with its own bonafide employees or subcontractors and is not bidding for the benefit of another contractor. In addition, submitting this electronic bid constitutes the bidder's certification of Status under penalty of perjury under the laws of the United States and in accordance with the Debarment Certification on file with the Department.

By submitting this bid, the bidder certifies to the best of his knowledge and belief that he and his principals:

- a. Are not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from covered transactions by any Federal department or agency;
- b. Have not within a three-year period preceding this proposal been convicted of or had a civil judgment rendered against them for commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (Federal, State or local) transaction or contract under a public transaction; violation of Federal or State antitrust statutes or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records; making false statements; or receiving stolen property;
- a governmental entity (Federal, State or local) with commission of any of the offenses enumerated in paragraph b. of this certification; and
- d. Have not within a three-year period preceding this proposal had one or more public transactions (Federal, State or local) terminated for cause or default.

Where the prospective bidder is unable to certify to any of the statements in this certification, the bidder shall submit an explanation in the blanks provided herein. The explanation will not necessarily result in denial of participation in a contract.

Explanation:

NOT ANSWERED

NOT ANSWERED

NOT ANSWERED

NOT ANSWERED

If the prequalified bidder's status changes, he shall immediately submit a new fully executed non-collusion affidavit and debarment certification with an explanation of the change to the Contract Office prior to submitting the bid.

Failure to furnish a certification or an explanation will be grounds for rejection of a bid

## NORTH CAROLINA STATE DEPARTMENT OF TRANSPORTATION DATE:02-19-13

PAGE: 13 DBE COMMITMENT ITEMS

PROPOSAL: C202950

CALL: 017 LETTING: L130319

VENDOR: 1713 Country Boy Landscaping, Inc.

LINE NO.	ITEM NO.	ITEM DESC.	UNIT TYPE	SUBCONTRACTOR SUBCONTITY			
	SUBCONTRACTOR: Use Quote: Ye			RONMENTAL CONTRA	ACTING, INC.		· <b>-</b>
0061	6000000000-E	TEMPORARY SI	LF	3000.000	1.90000	5700.00	
0069	6029000000-E	SAFETY FENCE	LF	3000.000 600.000 60.000 210.000	1.90000	1140.00	
0074	6042000000-E	1/4" HARDWAR	LF	60.000	4.00000	240.00	
0077	6071010000-E	WATTLE	LF	210.000	8.90000	1869.00	
0079	6071030000-Е	COIR FIBER B	LF	310.000	5.00000	1550.00	
	DBE COMMITME	NT TOTAL FOR S	SUBCON	TRACTOR: R (SubContractor		10,499.00	
	DBE COMMITME	NT TOTAL FOR V	ENDOF	R (SubContractor	)	10,49	9.
	SUBCONTRACTOR: Use Quote: Ye		ROSS	SURVEYING PLLC			
0002	0000400000-N	CONSTRUCTION	LS	1.000	9600.00000	9600.00	
	DBE COMMITMEN	NT TOTAL FOR S	UBCON ENDOR	TRACTOR: C (SubContractor	)	9,600.00 9,600	Committed . 0
	SUBCONTRACTOR: Use Quote: Ye:		MENT	MARKING LLC	•		
058	4810000000-E	PAINT PVMT M	LF	25338.000	0.18000	4560.84	
	DBE COMMITMEN	NT TOTAL FOR S	UBCON ENDOR	TRACTOR:	)	1,560.84 4,560	
	UBCONTRACTOR: Use Quote: Yes		on co	NSTRUCTION INC			
037	3030000000-E	STL BM GUARD	LF	825.000 5.000	14.00000	11550.00	
038	3150000000-N	ADDIT GUARDR	EA	5.000	13.00000	65.00	
039	3195000000-N	GR ANCHOR TY	EΑ	2.000	475.00000	950.00	
	3215000000-N	GR ANCHOR TY	EΑ	4.000	1375.00000	5500.00	
040	3270000000-N	GR ANCHOR TY	EA	4.000	1700.00000	6800.00	
	DBE COMMITMEN	IT TOTAL FOR S	UBCON	TRACTOR:	2	4,865.00	Committed
				TRACTOR: (SubContractor		4,865.00 24,865	
041 BE S	DBE COMMITMEN	IT TOTAL FOR V 2855 BOSS CON	ENDOR			•	

NORTH CAROLINA STATE DEPARTMENT OF TRANSPORTATION DATE:02-19-13

DBE COMMITMENT ITEMS PAGE: 14

UNIT SUBCONTRACTOR SUBCONTRACTOR EXTENDED LINE ITEM ITEM TYPE QUANTITY UNIT PRICE AMOUNT DESC. NO. NO.

5,683.10 Committed DBE COMMITMENT TOTAL FOR SUBCONTRACTOR:

5,683.1 DBE COMMITMENT TOTAL FOR VENDOR (SubContractor )

DBE SUBCONTRACTOR: 8003 HUNTING CREEK CONSTRUCTION INC

Will Use Quote: Yes

0098 8182000000-E CLASS A CONC CY 72.300 800.00000 57840.00

Labor and Incidentals Only

0103 8475000000-E TWO BAR META LF 385.500 120.50000 46452.75

104,292.75 Committed DBE COMMITMENT TOTAL FOR SUBCONTRACTOR:

DBE COMMITMENT TOTAL FOR VENDOR (SubContractor ) 104,292

Entered: 9.14% or 159500.69 Required: 9.00% or 157040.00 TOTAL DBE COMMITMENT FOR VENDOR:

Required:

<GOAL MET>

# North Carolina Department Of Transportation Contract Item Sheets For C202950

Page: 1 of 7

	Contract Item Sheets For C202950										
Line #	ItemNumber	Sec #	Description	Quantity Unit	Unit Bid Price	Amount Bid					
			ROADWAY ITEMS								
0001	0000100000-N	800	MOBILIZATION	Lump Sum LS	65,000.00	65,000.00					
0002	0000400000-N	801	CONSTRUCTION SURVEYING	Lump Sum LS	10,100.00	10,100.00					
0003	0030000000-N	SP	BRIDGE APPROACH FILL - SUB REGIONAL TIER, STATION ******* (19+70.00-L-)	Lump Sum LS	8,500.00	8,500.00					
0004	0050000000-E	226	SUPPLEMENTARY CLEARING & GRUB- BING	1 ACR	1.00	1.00					
0005	0057000000-E	226	UNDERCUT EXCAVATION	1,000 CY	18.00	18,000.00					
0006	0063000000-N	SP	GRADING	Lump Sum LS	80,322.80	80,322.80					
0007	0106000000-E	230	BORROW EXCAVATION	15,000 CY	6.50	97,500.00					
8000	0134000000-E	240	DRAINAGE DITCH EXCAVATION	2,050 CY	3.85	7,892.50					
0009	0195000000-E	265	SELECT GRANULAR MATERIAL	1,000 CY	43.75	43,750.00					
0010	0196000000-E	270	GEOTEXTILE FOR SOIL STABILIZA- TION	2,600 SY	2.25	5,850.00					
0011	0318000000-E	300	FOUNDATION CONDITIONING MATE- RIAL, MINOR STRUCTURES	30 TON	32.00	960.00					
0012	0320000000-E	300	FOUNDATION CONDITIONING GEO- TEXTILE	100 SY	2.25	225.00					
0013	0335200000-E	305	15" DRAINAGE PIPE	120 LF	52.00	6,240.00					
0014	0335850000-E	305	**" DRAINAGE PIPE ELBOWS (15")	<b>4</b> EA	150.00	600.00					
0015	0448300000-E	310	18" RC PIPE CULVERTS, CLASS IV	68 LF	55.00	3,740.00					
0016	0594000000-E	310	24" CS PIPE CULVERTS, 0.064" THICK	92 LF	57.00	5,244.00					
0017	0995000000-E	340	PIPE REMOVAL	206 LF	8.00	1,648.00					
0018	1099500000-E	505	SHALLOW UNDERCUT	500 CY	10.00	5,000.00					
0019	1099700000-E	505	CLASS IV SUBGRADE STABILIZA- TION	1,000 TON	23.00	23,000.00					

# North Carolina Department Of Transportation Contract Item Sheets For C202950

Page: 2 of 7

			Contract Item Sheets For C2	02950		
Line #	ItemNumber	Sec #	Description	Quantity Unit	Unit Bid Price	Amoun Bio
0020	1121000000-E	520	AGGREGATE BASE COURSE	2,260 TON	25.25	57,065.00
0021	1220000000-E	<b>54</b> 5	INCIDENTAL STONE BASE	200 TON	28.00	5,600.00
0022	1275000000-E	600	PRIME COAT	85 GAL	12.00	1,020.00
0023	1330000000-E	607	INCIDENTAL MILLING	225 SY	23.00	5,175.00
0024	1489000000-E	610	ASPHALT CONC BASE COURSE, TYPE B25.0B	325 TON	44.00	14,300.00
0025	1498000000-E	610	ASPHALT CONC INTERMEDIATE COURSE, TYPE I19.0B	1,060 TON	39.75	42,135.00
0026	1525000000-E	610	ASPHALT CONC SURFACE COURSE, TYPE SF9.5A	1,465 TON	39.75	58,233.75
0027	1575000000-E	620	ASPHALT BINDER FOR PLANT MIX	165 TON	620.00	102,300.00
0028	1693000000-E	654	ASPHALT PLANT MIX, PAVEMENT REPAIR	10 TON	125.00	1,250.00
0029	2022000000-E	815	SUBDRAIN EXCAVATION	112 CY	7.00	784.00
0030	2033000000-E	815	SUBDRAIN FINE AGGREGATE	84 CY	43.75	3,675.00
0031	2044000000-E	815	6" PERFORATED SUBDRAIN PIPE	500 LF	8.50	4,250.00
0032	2070000000-N	815	SUBDRAIN PIPE OUTLET	1 EA	150.00	150.00
0033	2077000000-E	815	6" OUTLET PIPE	6 LF	51.00	306.00
0034	2286000000-N	840	MASONRY DRAINAGE STRUCTURES	2 EA	1,100.00	2,200.00
0035	2367000000-N	840	FRAME WITH TWO GRATES, STD 840.29	2 EA	625.00	1,250.00
0036	2556000000-E	846	SHOULDER BERM GUTTER	360 LF	25.00	9,000.00
0037	303000000-E	862	STEEL BM GUARDRAIL	825 LF	14.00	11,550.00
0038	3150000000-N	862	ADDITIONAL GUARDRAIL POSTS	5 EA	13.00	65.00

# North Carolina Department Of Transportation Contract Item Sheets For C202950

Page: 3 of 7

			Contract Item Sheets For C2	02950		
Line #	ItemNumber	Sec #	Description	Quantity Unit	Unit Bid Price	Amount Bid
0039	3195000000-N	862	GUARDRAIL ANCHOR UNITS, TYPE AT-1	2 E <b>A</b>	475.00	950.00
0040	3215000000-N	862	GUARDRAIL ANCHOR UNITS, TYPE III	4 EA	1,375.00	5,500.00
0041	3270000000-N	SP	GUARDRAIL ANCHOR UNITS, TYPE 350	4 EA	1,700.00	6,800.00
0042	3503000000-E	866	WOVEN WIRE FENCE, 47" FABRIC	3,610 LF	2.55	9,205.50
0043	3509000000-E	866	4" TIMBER FENCE POSTS, 7'-6" LONG	225 EA	14.80	3,330.00
0044	3515000000-E	866	5" TIMBER FENCE POSTS, 8'-0" LONG	70 EA	27.00	1,890.00
0045	3557000000-E	866	ADDITIONAL BARBED WIRE	100 LF	1.00	100.00
0046	3628000000-E	876	RIP RAP, CLASS I	7 TON	65.00	455.00
0047	3649000000-E	876	RIP RAP, CLASS B	4 TON	65.00	260.00
0048	3656000000-E	876	GEOTEXTILE FOR DRAINAGE	2,085 SY	2.25	4,691.25
0049	4072000000-E	903	SUPPORTS, 3-LB STEEL U-CHANNEL	14 LF	7.50	105.00
0050	4102000000-N	904	SIGN ERECTION, TYPE E	1 EA	92.00	92.00
0051	4192000000-N	907	DISPOSAL OF SUPPORT, U-CHANNEL	16 EA	5.00	80.00
0052	440000000-E	1110	WORK ZONE SIGNS (STATIONARY)	527 SF	5.25	2,766.75
0053	4410000000-E	1110	WORK ZONE SIGNS (BARRICADE MOUNTED)	90 SF	5.00	450.00
0054	443000000-N	1130	DRUMS	20 EA	35.00	700.00
0055	4435000000-N	1135	CONES	20 EA	16.00	320.00
0056	4445000000-E	1145	BARRICADES (TYPE III)	80 LF	22.00	1,760.00
0057 	4455000000-N	1150	FLAGGER	20 DAY	250.00	5,000.00

# North Carolina Department Of Transportation Contract Item Sheets For C202950

Page: 4 of 7

			Contract Item Sheets For C2	202950		
Line #	ItemNumber	Sec #	Description	Quantity Unit	Unit Bid Price	Amount Bid
0058	481000000-E	1205	PAINT PAVEMENT MARKING LINES (4")	25,338 LF	0.18	4,560.84
0059	4915000000-E	1264	7' U-CHANNEL POSTS	3 EA	27.00	81.00
0060	4955000000-N	1264	OBJECT MARKERS (END OF ROAD)	3 EA	52.00	156.00
0061	600000000-E	1605	TEMPORARY SILT FENCE	3,000 LF	1.90	5,700.00
0062	6006000000-E	1610	STONE FOR EROSION CONTROL, CLASS A	285 TON	40.00	11,400.00
0063	6009000000-E	1610	STONE FOR EROSION CONTROL, CLASS B	1,640 TON	40.00	65,600.00
0064	6012000000-E	1610	SEDIMENT CONTROL STONE	665 TON	35.00	23,275.00
0065	6015000000-E	1615	TEMPORARY MULCHING	6.5 ACR	900.00	5,850.00
0066	6018000000-E	1620	SEED FOR TEMPORARY SEEDING	250 LB	2.00	500.00
0067	6021000000-E	1620	FERTILIZER FOR TEMPORARY SEED- ING	2 TON	1,000.00	2,000.00
0068	6024000000-E	1622	TEMPORARY SLOPE DRAINS	200 LF	10.00	2,000.00
0069	6029000000-E	SP	SAFETY FENCE	600 LF	1.90	1,140.00
0070	6030000000-E	1630	SILT EXCAVATION	1,250 CY	7.00	8,750.00
0071	6036000000-E	1631	MATTING FOR EROSION CONTROL	11,000 SY	1.50	16,500.00
0072	6037000000-E	SP	COIR FIBER MAT	40 SY	8.00	320.00
0073	603800000-E	SP	PERMANENT SOIL REINFORCEMENT MAT	3,900 SY	6.50	25,350.00
0074	6042000000-E	1632	1/4" HARDWARE CLOTH	60 LF	4.00	240.00
0075	6048000000-E	SP	FLOATING TURBIDITY CURTAIN	120 SY	22.00	2,640.00
0076	6070000000-N	1639	SPECIAL STILLING BASINS	12 EA	50.00	600.00
0077	6071010000-E	SP	WATTLE	210 LF	10.00	2,100.00

# North Carolina Department Of Transportation Contract Item Sheets For C202950

Page: 5 of 7

Line #	ItemNumber	Sec #	Description	Quantity Unit	Unit Bid Price	Amount Bid
				Ont	Tite	
0078	6071020000-E	SP	POLYACRYLAMIDE (PAM)	<b>4</b> 00 LB	8.00	3,200.00
0079	6071030000-E	1640	COIR FIBER BAFFLE	310 LF	5.00	1,550.00
0800	6071050000-E	SP	**" SKIMMER (1-1/2")	4 EA	1,100.00	4,400.00
0081	6084000000-E	1660	SEEDING & MULCHING	4.5 ACR	1,650.00	7,425.00
0082	6087000000-E	1660	MOWING	3.5 ACR	250.00	875.00
0083	6090000000-E	1661	SEED FOR REPAIR SEEDING	100 LB	1.00	100.00
0084	6093000000-E	1661	FERTILIZER FOR REPAIR SEEDING	0.25 TON	1,000.00	250.00
0085	6096000000-E	1662	SEED FOR SUPPLEMENTAL SEEDING	175 LB	1.00	175.00
0086	6108000000-E	1665	FERTILIZER TOPDRESSING	4.75 TON	500.00	2,375.00
0087	6114500000-N	1667	SPECIALIZED HAND MOWING	10 MHR	35.00	350.00
0088	6117000000-N	SP	RESPONSE FOR EROSION CONTROL	25 EA	1.00	25.00
0089	6123000000-E	1670	REFORESTATION	0.1 ACR	12,000.00	1,200.00

# North Carolina Department Of Transportation Contract Item Sheets For C202950

Page: 6 of 7

			Contract Item Sheets For C2	202950		
Line #	ItemNumber	Sec #	Description	Quantity Unit	Unit Bid Price	Amount Bid
0090	8017000000-N	SP	CONSTRUCTION, MAINTENANCE, & REMOVAL OF TEMP ACCESS AT STA	Lump Sum LS	97,000.00	97,000.00
0091	8035000000-N	402	REMOVAL OF EXISTING STRUCTURE AT STATION ************************************	Lump Sum LS	1.00	1.00
0092	8105520000-E	411	3'-0" DIA DRILLED PIERS IN SOIL	105 LF	575.00	60,375.00
0093	8105620000-E	411	3'-0" DIA DRILLED PIERS NOT IN SOIL	68 LF	575.00	39,100.00
0094	8111200000-E	411	PERMANENT STEEL CASING FOR 3'-0" DIA DRILLED PIER	82.8 LF	50.00	4,140.00
0095	8113000000-N	411	SID INSPECTIONS	1 EA	600.00	600.00
0096	8114000000-N	411	SPT TESTING	1 EA	1,000.00	1,000.00
0097	8115000000-N	411	CSL TESTING	1 EA	2,450.00	2,450.00
0098	8182000000-E	420	CLASS A CONCRETE (BRIDGE)	72.3 CY	1,200.00	86,760.00
0099	8210000000-N	422	BRIDGE APPROACH SLABS, STATION ************************************	Lump Sum LS	22,139.00	22,139.00
0100	8217000000-E	425	REINFORCING STEEL (BRIDGE)	28,432 LB	1.00	28,432.00
0101	8238000000-E	425	SPIRAL COLUMN REINFORCING STEEL (BRIDGE)	4,039 LB	1.80	7,270.20
0102	8364000000-E	450	HP12X53 STEEL PILES	455 LF	55.00	25,025.00
0103	8475000000-E	460	TWO BAR METAL RAIL	385.5 LF	120.50	46,452.75
0104	8517000000-E	460	1'-**"X *****" CONCRETE PARA- PET (1'-2" X 2'-11 1/4")	400.5 LF	73.00	29,236.50
) 105	860800000-E	876	RIP RAP CLASS II (2'-0" THICK)	1,079 TON	0.01	10.79
0106	8622000000-E	876	GEOTEXTILE FOR DRAINAGE	1,365 SY	2.25	3,071.25

### North Carolina Department Of Transportation Contract Item Sheets For C202950

Page: 7 of 7

Line #	ItemNumber	Sec #	Description	Quantity Unit	Unit Bid Price	Amoun Bio
0107	8657000000-N	430	ELASTOMERIC BEARINGS	Lump Sum LS	7,400.00	7,400.00
0108	8763000000-E	430	3'-0" X 2'-0" PRESTRESSED CONC CORED SLABS	2,600 LF	129.00	335,400.00
			TOTAL AMOUNT OF BID FOR E	NTIRE PROJECT		\$1,744,888.88

1516/Apr04/Q127078.7/D464257000000/E108

# EXECUTION OF CONTRACT NON-COLLUSION AFFIDAVIT, DEBARMENT CERTIFICATION AND GIFT BAN CERTIFICATION

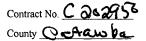
#### CORPORATION

The Contractor being duly sworn, solemnly swears (or affirms) that neither he, nor any official, agent or employee has entered into any agreement, participated in any collusion, or otherwise taken any action which is in restraint of free competitive bidding in connection with this Contract, 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 Affidavit and Debarment Certification, the Contractor is certifying his status under penalty of perjury under the laws of the United States in accordance with the Debarment Certification attached, provided that the Debarment Certification also includes any required statements concerning 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.

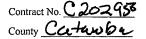
SIGNATURE OF CO	NTRACTOR
Country Boy Candle Full name of Corp	olation Two
P. D. Box 290 Harmony Address as Preju	MC 28634
Attest Secretary Assistant Secretary Select appropriate title	President/Vice President/Assistant Vice President Select appropriate title
Print or type Signer's name	ChristiCastav  Print or type Signer's name
	CORPORATE SEAL CORPORATE CORPORATE SEAL CORPORATE CORPORATE SEAL CORPORATE C
AFFIDAVIT MUST BE	NOTARIZED SEAL
Subscribed and sworn to before me this the	REDELL CO.
12 day of 12 2013	
Signature of Notary Public	NOTARY SEAL
of Iredell County	A NOTAR LE
State of WC	AUBI IC C
My Commission Expires: 5-24-2015	COUNTY COUNTY



#### 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 affidavit 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.

C202950

County (ies):

**Catawba** 

ACCEPTED BY THE DEPARTMENT OF TRANSPORTATION

Contract Officer

**Execution of Contract and Bonds** Approved as to Form:

Signature Sheet (Bid - Acceptance by Department)

Contract No.	C202950
County	Catawba

Rev 5-17-11

#### CONTRACT PAYMENT BOND

Date of Payment Bond Execution	April 4, 2013
Name of Principal Contractor	Country Boy Landscaping, Inc.
Name of Surety:	The Guarantee Company of North America USA
Name of Contracting Body:	North Carolina Department of Transportation
	Raleigh, North Carolina
Amount of Bond:	(\$1,744,888.88 ) One Million Seven Hundred Forty Four Thousand Eight Hundred Eighty Eight Dollars and 88/100
Contract ID No.:	C202950
County Name:	Catawba

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 PAYMENT BOND**

The Guarantee Company of North America USA
Print or type Surety Company Name

By Ronda W. Bush

Print, stamp or type name of Attorney-in-Fact



Signature of Attorney-in-Fact

Ruta of Barkuy Signature of Witness

Retta H. Barkley

Print or type Signer's name

1001 Morehead Square Drive, Suite 400

Charlotte

NC

28203

Address of Attorney-in-Fact

C202950

Rev 5-17-11

County

Catawba

### **CONTRACT PAYMENT BOND**

## **CORPORATION**

SIGNATURE OF CONTRACTOR (Principal)

Country Boy Landscaping				_
	Full name of Corpor	ration		
P.O. Box 290	Harmony	NC	28634	
Section of the sectio	Address as prequal	ified		
		ð - C		

By Signature of President, Vice President, Assistant Vice President
Select appropriate title

Print or type Signer's name

Affix Corporate Seal

SEAL

REDELL CO. A.C.

Attest

Signature of Secretary, Assistant Secretary
Select appropriate title

Paint or type Signer's name

 Contract No.
 C202950

 County
 Catawba

Rev 5-17-11

#### CONTRACT PERFORMANCE BOND

Date of Performance Bond Execution:	April 4, 2013		
Name of Principal Contractor:	Country Boy Landscaping, Inc.		
Name of Surety:	The Guarantee Company of North America USA		
Name of Contracting Body:	North Carolina Department of Transportation		
	Raleigh, North Carolina		
Amount of Bond:	One Million Seven Hundred Forty Four Thousand Eight Hundred Eighty Eight Dollars and 88/100		
Contract ID No.:	C202950		
County Name:	Catawba		

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 PERFORMANCE BOND**

Affix Seal of Surety Company

The Guarantee Company of North America USA
Print or type Surety Company Name

By Ronda W. Bush

Print, stamp or type name of Attorney-in-Fact



Signature of Attorney-in-Fact

Kitia D. Barkuy Signature of Witness

Retta H. Barkley

Print or type Signer's name

1001 Morehead Square Drive, Suite 400

Charlotte

NC

28203

## CONTRACT PERFORMANCE BOND

### **CORPORATION**

SIGNATURE OF CONTRACTOR (Principal)

ountry Boy Landscaping,	Full name of Corporation		
O. Box 290	Harmony	NC	28634
	Address as prequalified		
	By Signature of Presiden	t, V <del>ice President, A</del> elect appropriate tit	
	<u>Ch</u>	1:5C.Ca	rf ms
	]	Print or type Si	gner's name
	Affix Corporate Seal	SEA	OSCAPINO AZOTO L
		REDELL C	Ju <sub>zi</sub> c.
attest Signati	Te of Secretary, Assistant Secretary Select appropriate title	-	



### THE GUARANTEE COMPANY OF NORTH AMERICA USA

Southfield, Michigan

### **POWER OF ATTORNEY**

Bond No. 15094051

Principal: Country Boy Landscaping, Inc.
Obligee: North Carolina Department of Transportation

KNOW ALL BY THESE PRESENTS: That THE GUARANTEE COMPANY OF NORTH AMERICA USA, a corporation organized and existing under the laws of the State of Michigan, having its principal office in Southfield, Michigan, does hereby constitute and appoint

Attorney-in-Fact: Ronda W. Bush

Agencu: Hub International Southeast

its true and lawful attorney(s)-in-fact to execute, seal and deliver for and on its behalf as surety, any and all bonds and undertakings, contracts of indemnity and other writings obligatory in the nature thereof, which are or may be allowed, required or permitted by law, statute, rule, regulation, contract or otherwise.

The execution of such instrument(s) in pursuance of these presents, shall be as binding upon THE GUARANTEE COMPANY OF NORTH AMERICA USA as fully and amply, to all intents and purposes, as if the same had been duly executed and acknowledged by its regularly elected officers at the principal office.

The Power of Attorney is executed and may be certified so, and may be revoked, pursuant to and by authority of Article IX, Section 9.03 of the By-Laws adopted by the Board of Directors of **THE GUARANTEE COMPANY OF NORTH AMERICA USA** at a meeting held on the 31<sup>st</sup> day of December, 2003. The President, or any Vice President, acting with any Secretary or Assistant Secretary, shall have power and authority:

To appoint Attorney(s)-in-fact, and to authorize them to execute on behalf of the Company, and attach the Seal of the Company thereto, bonds
and undertakings, contracts of indemnity and other writings obligatory in the nature thereof; and

2. To revoke, at any time, any such Attorney-in-fact and revoke the authority given, except as provided below

- 3. In connection with obligations in favor of the Florida Department of Transportation only, it is agreed that the power and authority hereby given to the Attorney-in-Fact includes any and all consents for the release of retained percentages and/or final estimates on engineering and construction contracts required by the State of Florida Department of Transportation. It is fully understood that consenting to the State of Florida Department of Transportation making payment of the final estimate to the Contractor and/or its assignee, shall not relieve this surety company of any of its obligations under its bond.
- 4. In connection with obligations in favor of the Kentucky Department of Highways only, it is agreed that the power and authority hereby given to the Attorney-in-Fact cannot be modified or revoked unless prior written personal notice of such intent has been given to the Commissioner — Department of Highways of the Commonwealth of Kentucky at least thirty (30) days prior to the modification or revocation.

Further, this Power of Attorney is signed and sealed by facsimile pursuant to resolution of the Board of Directors of the Company adopted at a meeting duly called and held on the 6th day of December 2011, of which the following is a true excerpt:

RESOLVED that the signature of any authorized officer and the seal of the Company may be affixed by facsimile to any Power of Attorney or certification thereof authorizing the execution and delivery of any bond, undertaking, contracts of indemnity and other writings obligatory in the nature thereof, and such signature and seal when so used shall have the same force and effect as though manually affixed.

SHEWANTER CO.

IN WITNESS WHEREOF, THE GUARANTEE COMPANY OF NORTH AMERICA USA has caused this instrument to be signed and its corporate seal to be affixed by its authorized officer, this 23rd day of February, 2012.

THE GUARANTEE COMPANY OF NORTH AMERICA USA

STATE OF MICHIGAN County of Oakland Stephen C. Ruschak, Vice President

M.C. Lun

Randali Musselman, Secretary

Craul Jumel

On this 23rd day of February, 2012 before me came the individuals who executed the preceding instrument, to me personally known, and being by me duly sworn, said that each is the herein described and authorized officer of The Guarantee Company of North America USA; that the seal affixed to said instrument is the Corporate Seal of said Company; that the Corporate Seal and each signature were duly affixed by order of the Board of Directors of

A PARTY OF THE PAR

Cynthia A. Takai Notary Public, State of Michigan County of Oakland My Commission Expires February 27, 2018 Acting in Oakland County IN WITNESS WHEREOF, I have hereunto set my hand at The Guarantee Company of North America USA offices the day and year above written.

Cynthia a. Takai

I, Randall Musselman, Secretary of THE GUARANTEE COMPANY OF NORTH AMERICA USA, do hereby certify that the above and foregoing is a true

and correct copy of a Power of Attorney executed by THE GUARANTEE COMPANY OF NORTH AMERICA USA, which is still in full force and effect.

IN WITNESS WHEREOF, I have thereunto set my hand and attached the seal of said Company this 4th day of April, 2013

Randali Musselman, Secretary

Browne Turne