

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

C203141

CONTRACT AND
CONTRACT BONDS

FOR CONTRACT NO. C203141

WBS 49010.3.STR02T4D FRA-FR-HSR-0006-10-01-

T.I.P NO. C-4901B

COUNTY OF DAVIDSON

THIS IS THE ROADWAY & STRUCTURE CONTRACT

ROUTE NUMBER SR 2024 LENGTH 0.396 MILES

LOCATION SR-2024 (UPPER LAKE RD) GRADE SEPARATION OVER HAMBY CREEK
TRIBUTARY & NORFOLK SOUTHERN/NCRR RAILROAD.

CONTRACTOR D. H. GRIFFIN CONSTRUCTION COMPANY, LLC

ADDRESS 431 RALEIGH VIEW RD
RALEIGH, NC 27610

BIDS OPENED MARCH 19, 2013

CONTRACT EXECUTION APR 23 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 C203141

WBS 49010.3.STR02T4D

FEDERAL-AID NO. FRA-FR-HSR-0006-10-01-

COUNTY DAVIDSON

T.I.P. NO. C-4901B

MILES 0.396

ROUTE NO. SR-2024

LOCATION SR-2024 (UPPER LAKE RD) GRADE SEPARATION OVER HAMBY CREEK
TRIBUTARY & NORFOLK SOUTHERN/NCRR RAILROAD.

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. C203141 IN DAVIDSON COUNTY, NORTH CAROLINA**

Date _____ 20____

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

The Bidder has carefully examined the location of the proposed work to be known as Contract No. **C203141**; 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. **C203141** in **Davidson 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.

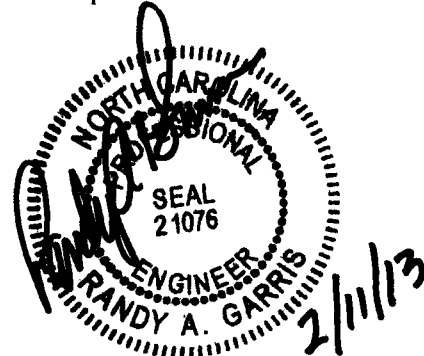
The published volume entitled *North Carolina Department of Transportation, Raleigh, Standard Specifications for Roads and Structures, January 2012* with all amendments and supplements thereto, is by reference incorporated into and made a part of this contract; that, except as herein modified, all the 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

Revised 3-7-13

Davidson County

C203141 (C-4901B)

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PROPOSAL ITEM SHEET AND SIGNATURE SHEET

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SIGNATURE SHEET (BID ACCEPTANCE BY DEPARTMENT)

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

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

108

SP1 G07 A (Rev.)

The date of availability for this contract is **April 29, 2013**, except the Contractor shall not perform any work on Y-2 (Lower Lake Road) until April 16, 2015, and except that work in jurisdictional waters and wetlands shall not begin until a meeting between the DOT, Regulatory Agencies, and the Contractor is held as stipulated in the permits contained elsewhere in this proposal. This delay in availability has been considered in determining the contract time for this project.

The completion date for this contract is **November 11, 2015**.

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 **May 15, 2015**.

The liquidated damages for this intermediate contract time are **Two Hundred Dollars (\$200.00)** 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:

The Contractor shall complete **all work on this project except the work required on Y-2 (Lower Lake Road)** and shall place and maintain traffic on same.

The date of availability for this intermediate contract time is **April 29, 2013**.

The completion date of this intermediate contract time is **October 15, 2014**

The liquidated damages are **Eight Hundred Dollars (\$800.00)** per calendar day.

INTERMEDIATE CONTRACT TIME NUMBER 3 AND LIQUIDATED DAMAGES:

(2-20-07)

108

SPI G14 H

The Contractor shall complete the work required of **Phase II, Step 1** as shown on Sheet **TCP-1B** 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 **thirty (30)** consecutive calendar days after and including the date the Contractor begins this work.

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

PERMANENT VEGETATION ESTABLISHMENT:

(2-16-12)

104

SPI 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
105	Reinforced Concrete Deck Slab
107	Class A Concrete (Bridge)
111	Modified 72" Prestressed Concrete Girders

PROGRESS SCHEDULE (RAIL):

(2-19-13)

SP1 G25

The Contractor shall prepare and submit for review and approval a Progress Schedule as set forth in Section 108 of the *Standard Specification* and as amended herein.

The schedule shall include activity descriptions with beginning and ending dates, partial completion (in percentage or time format). The schedule shall include activities or milestones indicating when NSR flagmen and construction forces should be mobilized to the site.

In addition to those requirements listed above and in Section 108 of the *Standard Specifications*, the Contractor shall include the following activities or milestones in the schedules, where applicable:

- (A) Dates when flagging for railroad protection is required and expected type of flagging required, as coordinated with the Engineer and Railroad Engineer.
- (B) Dates (and durations, if temporary) for closures of at-grade crossings.
- (C) Completion dates for highway projects and railroad roadbed projects if separate completion dates are anticipated/required.
- (D) Anticipated dates for removal of erosion control devices.

The Contractor shall continue to submit to the Engineer a schedule on a monthly basis until the work is substantially complete. If no changes are required to the schedule dates, the Contractor shall resubmit the previous month's schedule with a revised submittal date and updated percent partial completion.

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
41 thru 45	Guardrail
46, 114	Fencing
50 thru 54	Signing
61 thru 63	Long-Life Pavement Markings
67 thru 69	Utility Construction
70 thru 96	Erosion Control
97	Signals/ITS System
99 thru 104	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:

	<u>Fiscal Year</u>	<u>Progress (% of Dollar Value)</u>
2013	(7/01/12 - 6/30/13)	12% of Total Amount Bid
2014	(7/01/13 - 6/30/14)	56% of Total Amount Bid
2015	(7/01/14 - 6/30/15)	32% 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 FOR RAILROAD PIEDMONT IMPROVEMENT PLAN (PIP):

(12-18-12)

102-15(J)

SP1 G64

Description

The purpose of this Special Provision is to promote the solicitation and use of disadvantaged minority and woman-owned businesses in the rail PIP projects let by the Department of Transportation.

Definitions

Aspirational Goal - The portion of the total contract, expressed as a percentage, that is foreseeable to be performed by DBE subcontractors.

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

Pledged DBE Subcontractor - Any DBE submitted at the time of bid that is being used to meet the DBE aspirational goal.

Pledged DBE Goal - The DBE participation at time of award, as determined by the amount of pledged DBE participation submitted.

Confirmation Letter - Written documentation from the Department to the bidder confirming the Contractor's approved, pledged DBE participation along with the listing of the 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 brought, 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.

Forms and Websites Referenced in this Provision

Affidavit A - Listing of Good Faith Efforts - Form signed by bidder listing good faith efforts performed. This form is required if the lowest responsive and responsible bidder fails to meet or exceed the aspirational goal.

http://files.www.piedmontrail.biz/primary-navigation/prequalification-requirements/PIP_DBE_provision.pdf

DBE Payment Tracking System - On-line system in which the Contractor enters the payments made to DBE subcontractors who have performed work on the project.

<https://apps.dot.state.nc.us/Vendor/PaymentTracking/>

DBE-IS Subcontractor Payment Information - Form for reporting the payments made to all DBE firms working on the project. This form is for paper bid projects only.

<http://www.ncdot.org/doh/forms/files/DBE-IS.xls>

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

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

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

<https://connect.ncdot.gov/projects/construction/Construction%20Forms/Subcontractor%20Approval%20Form.zip>

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

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

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

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

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

<http://www.ncdot.gov/doh/preconstruct/ps/word/MISC2.doc>

Aspirational DBE Goal

In line with the federal aspirational goal, the following DBE aspirational goal for participation by Disadvantaged Business Enterprises is established for this contract:

Disadvantaged Business Enterprises **10.0 %**

Even though the goal is aspirational, the expectation is that the Contractor shall exercise all reasonable steps to achieve the goal. Such steps include, but are not limited to:

- (A) Clearly defining and disseminating information to DBEs on portions of the work that is available on the project so DBEs are provided an equitable opportunity to participate on the PIP contracts let by the Department.
- (B) Solicit through reasonable and available means to try and achieve the aspirational goal.
- (C) Providing adequate information and arranging a location for the review of plans, specifications and requirements of the contract.
- (D) Providing assistance to DBEs in overcoming barriers such as the inability to obtain bonding, lines of credit, insurance, materials, equipment or related assistance or services.

Directory of Transportation Firms (Directory)

Real-time information is available about firms doing business with the Department and firms that are DBE certified through the NC UCP in the NCDOT Directory of Transportation Firms. Only firms identified in the Directory as DBE certified shall be used to meet the aspirational DBE goal of the project. 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 the work.

Listing of DBE Subcontractors

At the time of bid, bidders shall submit all the DBE participation that they anticipate to use during the life of the contract. Since the Rail DBE program is race and gender-neutral, all participation up to and over the 10% aspirational goal will be used toward the Department's race and gender-neutral goal for rail projects. 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 bidder shall indicate the following required information:

(A) Electronic Bids

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

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

(B) Paper Bids

- (1) Bidders, at the time the bid proposal is submitted, shall submit a listing of DBE participation, including the names and addresses on the Listing of DBE Subcontractors form.
- (2) 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 aspirational DBE goal.

DBE Prime Contractor

When a certified DBE firm bids on a rail PIP contract that contains an aspirational DBE goal, the DBE firm by virtue of the work it performs on the contract with its own forces, will meet the DBE aspirational goal. The DBE bidder shall list itself along with any other DBE subcontractors on the Listing of DBE Subcontractor form and the amount of work by each.

Written Documentation – Letter of Intent

The bidder shall submit written documentation for each DBE that will be used on the project to meet the aspirational goal of the contract, indicating the bidder's intent to use the DBE in the contract. This documentation shall be submitted on the Department's form titled *Letter of Intent*. The purpose of this documentation is to make the DBE aware that their quote is being used on the project. The documentation is not intended to take the place of a formal contract between the Contractor and the DBE subcontractor.

A hard or electronic copy of the Letter(s) of Intent 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.

Submission of Good Faith Effort

While the lowest responsible and responsive bidder will not be denied award of the contracted based on failing to meet the advertised aspirational goal, the Department expects that the bidder will put forth a good faith effort to meet it. If the bidder fails to meet or exceed the aspirational DBE goal, the apparent lowest responsive bidder shall submit Affidavit A - Listing of Good Faith Efforts. A hard or electronic copy of the Affidavit 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.

Counting DBE Participation Toward Meeting the DBE Aspirational Goal

(A) Participation

The total dollar value of the participation by a submitted DBE will be counted toward the aspirational goal of the contract. The total dollar value of the participation by a DBE will be based upon the value of work actually performed by the DBE and the actual payments to the 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 the 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 aspirational goal. Work that a DBE subcontracts to a non-DBE firm does not count toward the aspirational goal of the contract.

(D) Joint Venture

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

(E) Suppliers

A contractor may count toward its aspirational DBE goal 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) Other

A contractor may count toward its aspirational DBE goal 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

Even though the goal on the rail PIP project is aspirational, there is still a requirement that the DBEs performing on the project will perform a commercially useful function in the work of a contract. The Contractor may only count/report towards the aspirational goal only expenditures to DBEs that perform a commercially useful function.

- (A) 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 the aspirational DBE goal.
- (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 credit for the project.
- (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.

Changes in the Work and Replacement of Pledged DBEs

Throughout the contract there may be changes made by the Engineer or Contractor that result in the reduction or elimination of work that was proposed to be performed by a DBE. Since the goals are aspirational, the Contractor will not be required to seek additional participation elsewhere on the project, but there is an expectation that there will be a continued effort to get DBEs on the job.

If the Engineer or Contractor makes changes that result in additional work to be performed by a DBE based on the Contractor's pledged DBE submittal, the Department has an expectation that the DBE shall participated in the additional work to the same extent as the DBE participated in the original work unless there is a viable reason.

If a DBE cannot perform the work for any reason, there is not a requirement to replace the DBE with another, but there is an expectation by the Department that the Contractor will continue to seek additional DBE participation opportunities on the project. The Department also requires the use of the *DBE Replacement Request Form* (RF-1) for tracking purposes.

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.

Reports of Fraud or Waste

Contractors must report to the Inspector General any suspected incidence of waste, fraud and abuse related to ARRA funds, and should notify FRA regional offices of any problems encountered as they occur. Notification can be made by phone at (919) 733-1433, or electronically at <http://www.ncrecovery.gov/reportFraud/reportFraud.aspx>. Additional information can be found on the NC Recovery website (www.ncrecovery.gov) by clicking "Reporting of Waste and Fraud".

False Claims Act

Contractors and subcontractors awarded funds made available under the Recovery Act shall promptly report to the Inspector General any credible evidence that a principal, employee, agency, Contractor, subcontractor or other person has submitted a false claim under the False Claims Act or has committed a criminal or civil violation of laws pertaining to fraud, conflict of interest, bribery, gratuity, or similar misconduct involving Recovery Act funds.

Whistleblower Provisions

Contractors understand and acknowledge that Article 14 of Chapter 124, NCGS 126-84 through 126-88 (applies to the State and state employees), Article 21 of Chapter 95, NCGS 95-240 through 95-245 (applies to anyone, including state employees), and Section 1553 of the Recovery Act (applies to anyone receiving federal funds), provide protection to State, Federal and contract employees.

Contractors or Agencies cannot discharge, demote, or otherwise discriminate against an employee as a reprisal for disclosing, including a disclosure made in the ordinary course of an employee's duties, to the Recovery Accountability and Transparency Board, an Inspector General, the Comptroller General, a member of Congress, a State or Federal regulatory or law enforcement agency, a person with supervisory authority over the employee (or such other person working for the employer who has the authority to investigate, discover or terminate

misconduct), a court or grand jury, the head of a Federal agency or their representative, information that the employee reasonably believes is evidence of:

- (A) gross mismanagement of an agency contract or grant relating to covered funds;
- (B) a gross waste of covered funds;
- (C) a substantial and specific danger to public health or safety related to the implementation or use of covered funds;
- (D) an abuse of authority related to the implementation or use of covered funds; or
- (E) a violation of law, rule, or regulation related to an agency contract (including the competition for or negotiation of a contract) or grant, awarded or issued relating to covered funds.*

* covered funds: “any contract, grant, or other payment received by any non-federal employer if a) the Federal Government provides any portion of the money or property that is provided, requested or demanded; and b) at least some of the funds are appropriated or otherwise made available by this Act” 1553 (g)(2).

Contractor agrees to post notice of the rights and remedies as required by the ARRA.

Emblems

The Contractor agrees to use signs and materials at all fixed project locations at the most publicly accessible location announcing that the project or equipment was funded by the U.S. Department of Transportation, Federal Railroad Administration, with funds provided through the American Recovery and Reinvestment Act as directed by NCDOT. This provision is to be included in any subagreements, leases, third party contracts, or other similar documents used in connection with its Recovery Act Project.

Contractor Responsibilities and Reporting Requirements under ARRA

Contractors are required to complete projects or activities which are funded under the ARRA and to report on use of the funds provided through this award as directed. Information from these reports will be made available to the public. The reporting responsibility should be passed down from the Contractor to the subcontractor in order to ensure that the necessary information is provided within the specified deadline.

Contractors are not responsible for reporting ARRA requirements directly to FRA. The Contractor shall report the required data by way of NCDOT-supplied forms (either Microsoft Excel forms and in the approved version of Excel or editable pdf forms, as provided by NCDOT). The responsibilities for reporting are as follows:

(A) General

- (1) Obtaining a Data Universal Numbering System (D-U-N-S) number or the Contractor may use their name and zip code of their Headquarters. For more information, visit <http://fedgov.dnb.com/webform> (for US and International locations) or

call 866-705-5711. The toll free number is for US locations only. Registrants will be asked for their entity name, address, city, state, country, postal code, highest ranking individual's name and title, line of business, # of employees and legal structure (i.e.: corporation, non-profit, etc.) and socio economic data (veteran owned, women owned, etc.). If they use the web-form, there is a mailing address area, SIC code and annual revenue data lines but these are optional.

(2) Expenditure amount (amount of payment).

(3) Expenditure description (what was exchanged for the payment).

(4) A brief description of the types of jobs created and jobs retained. "Jobs or positions created" means those new positions created and filled, or previously existing unfilled positions that are filled, as a result of Recovery Act funding. "Jobs or positions retained" means those previously existing filled positions that are retained as a result of Recovery Act funding. A job cannot be reported as both created and retained. Note that contractors will describe jobs created and retained, but will not need to determine which were created versus which were retained.

(5) An estimate of the number of jobs created and jobs retained. At a minimum, this estimate shall include any new positions created and any existing filled positions that were retained to support or carry out Recovery Act projects. The number shall be expressed as "full-time equivalent" (FTE), reported monthly as all hours worked divided by the total number of hours in a full-time schedule.

(6) Percent complete and DBE payment data shall be submitted on a monthly basis, and is due to the NCDOT-Rail Division within 5 days of the end of each month.

(B) ARRA Section 1512

Contractor shall complete Form FHWA-1589 for each month and submit it to the NCDOT-Rail Division within 7 days after the end of the month. This data will be required until the contract is complete.

(1) Contractors will need to report the number of direct on-site job hours associated with the ARRA funds awarded as of the end of the reporting period.

(a) Contractors will not be expected to estimate indirect employment data (such as the employment needed to make "off the shelf" parts that the Contractor purchases).

(b) The Contractor shall report direct labor (for example, construction workers building a maintenance facility, or transit agency workers doing preventive maintenance) for the prime as well as all subcontractors.

(c) The Contractor shall report direct labor for suppliers when the quantity or value of purchases passes a threshold where there is likely an identifiable employment impact for the vendor. NCDOT will provide detailed guidance and assistance in this calculation.

- (d) USDOT economists will compute the number of indirect jobs and induced jobs (for example, jobs at suppliers or in unrelated industries as a result of the money flowing through the economy.)
- (2) Contractors and consultants shall provide the required information for their own workforce as well as the workforce of all subcontractors that were active on their ARRA funded project(s) for the reporting month.
- (3) The requirement for monthly reporting of employment data is included in all ARRA funded contracts to ensure transparency throughout the delivery of the project. As such, specific requirements have been developed for reporting this monthly data. All Contractors awarded projects shall attend a training session in Raleigh, North Carolina to discuss reporting requirements and procedures.

The Contractor hereby agrees to comply with the Contract Provisions and Reporting Requirements as indicated in the American Recovery and Reinvestment Act of 2009 and any amendments thereto. The Contractor also agrees to comply with any additional reporting requirements that may be requested by NCDOT, FRA, USDOT, the Inspector General (IG), the Government Accountability Office (GAO), or other entities, for example Congressional committees or individual members of Congress. The Contractor hereby agrees to inspections or audits that may occur at any time from the any of the above referenced federal or state agencies. Contractors are requested to provide a copy of any such reports to NCDOT on any responses to such requests for information or as a result of an inspection or audit.

**ARRA AND OERI CONTRACT PROVISIONS AND REPORTING REQUIREMENT
CERTIFICATION:**

(11-20-12)

SP1 G70

By submission of a proposal or bid, the Contractor agrees to comply with the following provisions. Failure to comply with any or all of the provisions herein may be cause for the contracting agency to issue a cancellation notice to a Contractor.

The Contractor is hereby notified that this project will be financed with American Recovery and Reinvestment Act of 2009 (ARRA) Funds. The Contractor shall assure that all subcontractors and other contracts for services for ARRA funded projects shall have the mandated provisions of this directive in their contracts. Pursuant to Title XV, Section 1512 of the ARRA, the Department will require that the Contractor provide reports and other employment information as evidence to document the number of jobs created and retained by this contract from the Contractor's own workforce and any subcontractors. Additionally, the North Carolina Office of Economic Recovery & Investment (hereinafter, "OERI") has mandated certain procedural and reporting directives that will be followed. Additional provisions have been added to address OERI directives. No direct payment will be made for providing said reports as the cost for same is included in the various items in the contract.

The Contractor agrees that all data submitted to NCDOT and FRA in compliance with the Recovery Act requirements shall be accurate, objective, and of the highest integrity.

Posting with the Local Employment Security Commission

In addition to any other job postings the Contractor normally uses, OERI requires that the Contractor post with the local Employment Security Commission Office, all positions for which he intends to hire workers as a result of being awarded this contract. Labor and semi-skilled positions must be posted for at least 48 hours before the hiring decision. All other positions must be posted a minimum of five days before the hiring decision. The selected Contractor and any subcontractors shall report the new hires in the manner prescribed by the Employment Security Commission and the OERI. The NC ESC website can be found at www.ncesc.com.

Required Contract Provision to Implement ARRA Section 902

Section 902 of the American Recovery and Reinvestment Act (ARRA) of 2009 requires that each contract awarded using ARRA funds must include a provision that provides the U.S. Comptroller General and his representatives with the authority to:

- (1) Examine any records of the Contractor or any of its subcontractors, or any State or local agency administering such contract, that directly pertain to, and involve transactions relating to, the contract or subcontract; and
- (2) Interview any officer or employee of the Contractor or any of its subcontractors, or of any State or local government agency administering the contract, regarding such transactions.

Accordingly, the Comptroller General and his representatives will have the authority and rights as provided under Section 902 of the ARRA with respect to this contract, which is funded with recovery funds made available under the ARRA. Section 902 further states that nothing in this section shall be interpreted to limit or restrict in any way any existing authority of the Comptroller General.

Authority of the Inspector General

Section 1515(a) of the ARRA provides authority for any representatives of the Inspector General to examine any records or interview any employee or officers working on this contract. The Contractor is advised that representatives of the Inspector General have the authority to examine any record and interview any employee or officer of the Contractor, its subcontractors or other firms working on this contract. Section 1515(b) further provides that nothing in this section shall be interpreted to limit or restrict in any way any existing authority of the Inspector General.

Office of State Budget and Management Access to Records

OERI requires that the Contractor and subcontractor agree to allow the Office of State Budget and Management internal auditors and state agency internal auditors access to records and employees pertaining to the performance of any contract awarded by a public agency.

Buy America Provisions

49 U.S.C. Section 24405(a)(1) requires that iron, steel and manufactured goods used in public buildings or public works projects must be manufactured in the United States. The Contractor agrees to abide by this provision and shall maintain records of such purchases for inspection by

authorized agents of the State of North Carolina and federal agencies. The Contractor shall provide the Certificate of Compliance with Buy America to the Engineer. Copies of this certificate are available on the Piedmont Improvement Program website at <http://www.piedmontrail.biz/primary-navigation/links-and-resources>.

Wage Rate Provision (applies to all construction, alteration or repair projects)

Section 1606 of the ARRA requires that all laborers and mechanics employed by Contractors and subcontractors with funds from the ARRA shall be paid wages at rates not less than the prevailing wage rate under the Davis-Bacon Act. The Contractor agrees that by the submission of a proposal/bid in response to a solicitation funded in whole or in part with recovery funds, continuous compliance will be maintained with the Davis-Bacon Act. This applies to all construction contracts that exceed \$2,000.

Labor Provisions

As provided by 49 U.S.C. 24405(b), persons conducting rail operations over rail infrastructure constructed or improved in whole or in part with funds provided through the ARRA agreement shall be considered a "rail carrier," as defined by 49 U.S.C. 10102(5), for the purposes of Title 49, United States Code, and any other statute that adopts that definition or in which that definition applies, including the Railroad Retirement Act of 1974 (45 U.S.C. 231 et seq.), the Railway Labor Act (43 45 U.S. C. 151 et seq.), and the Railroad Unemployment Insurance Act (45 U.S.C. 351 et seq.).

Availability and Use of Funds

Contractors understand and acknowledge that any and all payment of funds, or the continuation thereof, is contingent upon funds provided solely by ARRA or required state matching funds. Pursuant to Section 1604 of ARRA, Contractors agree not to undertake or make progress toward any activity using recovery funds that will lead to the development of such activity as casinos or other gambling establishments, aquariums, zoos, golf courses, swimming pools or any other activity specifically prohibited by the Recovery Act. Also, funds are not to be used for travel beyond the service area. Further, Contractor understands that ARRA funding is considered "one-time" funding.

Outsourcing outside the USA without Specific Prior Approval Provision

Contractor agrees not to use any recovery funds from a contract or any other performance agreement awarded by the State of North Carolina, its agencies, or political subdivisions for outsourcing outside of the United States, without specific prior written approval from the agency issuing the contract.

Federal, State and Local Tax Obligations

By submission of a proposal, Contractors and subcontractors assert and self-certify that all Federal, State and local tax obligations have been or will be satisfied prior to receiving recovery funds.

Anti-Discrimination and Equal Opportunity

Pursuant to Section 1.7 of the guidance memorandum issued by the United States Office of Management and Budget on April 3, 2009, recovery funds must be distributed in accordance with all anti-discrimination and equal opportunity statutes, regulations, and Executive Orders pertaining to the expenditure of funds.

Reports of Fraud or Waste

Contractors must report to the Inspector General any suspected incidence of waste, fraud and abuse related to ARRA funds, and should notify FRA regional offices of any problems encountered as they occur. Notification can be made by phone at (919) 733-1433, or electronically at <http://www.ncrecovery.gov/reportFraud/reportFraud.aspx>. Additional information can be found on the NC Recovery website (www.ncrecovery.gov) by clicking "Reporting of Waste and Fraud".

False Claims Act

Contractors and subcontractors awarded funds made available under the Recovery Act shall promptly report to the Inspector General any credible evidence that a principal, employee, agency, Contractor, subcontractor or other person has submitted a false claim under the False Claims Act or has committed a criminal or civil violation of laws pertaining to fraud, conflict of interest, bribery, gratuity, or similar misconduct involving Recovery Act funds.

Whistleblower Provisions

Contractors understand and acknowledge that Article 14 of Chapter 124, NCGS 126-84 through 126-88 (applies to the State and state employees), Article 21 of Chapter 95, NCGS 95-240 through 95-245 (applies to anyone, including state employees), and Section 1553 of the Recovery Act (applies to anyone receiving federal funds), provide protection to State, Federal and contract employees.

Contractors or Agencies cannot discharge, demote, or otherwise discriminate against an employee as a reprisal for disclosing, including a disclosure made in the ordinary course of an employee's duties, to the Recovery Accountability and Transparency Board, an Inspector General, the Comptroller General, a member of Congress, a State or Federal regulatory or law enforcement agency, a person with supervisory authority over the employee (or such other person working for the employer who has the authority to investigate, discover or terminate misconduct), a court or grand jury, the head of a Federal agency or their representative, information that the employee reasonably believes is evidence of:

- (A) gross mismanagement of an agency contract or grant relating to covered funds;
- (B) a gross waste of covered funds;
- (C) a substantial and specific danger to public health or safety related to the implementation or use of covered funds;

- (D) an abuse of authority related to the implementation or use of covered funds; or
- (E) a violation of law, rule, or regulation related to an agency contract (including the competition for or negotiation of a contract) or grant, awarded or issued relating to covered funds.*

* covered funds: “any contract, grant, or other payment received by any non-federal employer if a) the Federal Government provides any portion of the money or property that is provided, requested or demanded; and b) at least some of the funds are appropriated or otherwise made available by this Act” 1553 (g)(2).

Contractor agrees to post notice of the rights and remedies as required by the ARRA.

Emblems

The Contractor agrees to use signs and materials at all fixed project locations at the most publicly accessible location announcing that the project or equipment was funded by the U.S. Department of Transportation, Federal Railroad Administration, with funds provided through the American Recovery and Reinvestment Act as directed by NCDOT. This provision is to be included in any subagreements, leases, third party contracts, or other similar documents used in connection with its Recovery Act Project.

Contractor Responsibilities and Reporting Requirements under ARRA

Contractors are required to complete projects or activities which are funded under the ARRA and to report on use of the funds provided through this award as directed. Information from these reports will be made available to the public. The reporting responsibility should be passed down from the Contractor to the subcontractor in order to ensure that the necessary information is provided within the specified deadline.

Contractors are not responsible for reporting ARRA requirements directly to FRA. The Contractor shall report the required data by way of NCDOT-supplied forms (either Microsoft Excel forms and in the approved version of Excel or editable pdf forms, as provided by NCDOT). The responsibilities for reporting are as follows:

(A) General

(1) Obtaining a Data Universal Numbering System (D-U-N-S) number or the Contractor may use their name and zip code of their Headquarters. For more information, visit <http://fedgov.dnb.com/webform> (for US and International locations) or call 866-705-5711. The toll free number is for US locations only. Registrants will be asked for their entity name, address, city, state, country, postal code, highest ranking individual's name and title, line of business, # of employees and legal structure (i.e.: corporation, non-profit, etc.) and socio economic data (veteran owned, women owned, etc.). If they use the web-form, there is a mailing address area, SIC code and annual revenue data lines but these are optional.

- (2) Expenditure amount (amount of payment).
- (3) Expenditure description (what was exchanged for the payment).
- (4) A brief description of the types of jobs created and jobs retained. "Jobs or positions created" means those new positions created and filled, or previously existing unfilled positions that are filled, as a result of Recovery Act funding. "Jobs or positions retained" means those previously existing filled positions that are retained as a result of Recovery Act funding. A job cannot be reported as both created and retained. Note that contractors will describe jobs created and retained, but will not need to determine which were created versus which were retained.
- (5) An estimate of the number of jobs created and jobs retained. At a minimum, this estimate shall include any new positions created and any existing filled positions that were retained to support or carry out Recovery Act projects. The number shall be expressed as "full-time equivalent" (FTE), reported monthly as all hours worked divided by the total number of hours in a full-time schedule.
- (6) Percent complete and DBE payment data shall be submitted on a monthly basis, and is due to the NCDOT-Rail Division within 5 days of the end of each month.

(B) ARRA Section 1512

Contractor shall complete Form FHWA-1589 for each month and submit it to the NCDOT-Rail Division within 7 days after the end of the month. This data will be required until the contract is complete.

- (1) Contractors will need to report the number of direct on-site job hours associated with the ARRA funds awarded as of the end of the reporting period.
 - (a) Contractors will not be expected to estimate indirect employment data (such as the employment needed to make "off the shelf" parts that the Contractor purchases).
 - (b) The Contractor shall report direct labor (for example, construction workers building a maintenance facility, or transit agency workers doing preventive maintenance) for the prime as well as all subcontractors.
 - (c) The Contractor shall report direct labor for suppliers when the quantity or value of purchases passes a threshold where there is likely an identifiable employment impact for the vendor. NCDOT will provide detailed guidance and assistance in this calculation.
 - (d) USDOT economists will compute the number of indirect jobs and induced jobs (for example, jobs at suppliers or in unrelated industries as a result of the money flowing through the economy.)
- (2) Contractors and consultants shall provide the required information for their own workforce as well as the workforce of all subcontractors that were active on their ARRA funded project(s) for the reporting month.

(3) The requirement for monthly reporting of employment data is included in all ARRA funded contracts to ensure transparency throughout the delivery of the project. As such, specific requirements have been developed for reporting this monthly data. All Contractors awarded projects shall attend a training session in Raleigh, North Carolina to discuss reporting requirements and procedures.

The Contractor hereby agrees to comply with the Contract Provisions and Reporting Requirements as indicated in the American Recovery and Reinvestment Act of 2009 and any amendments thereto. The Contractor also agrees to comply with any additional reporting requirements that may be requested by NCDOT, FRA, USDOT, the Inspector General (IG), the Government Accountability Office (GAO), or other entities, for example Congressional committees or individual members of Congress. The Contractor hereby agrees to inspections or audits that may occur at any time from the any of the above referenced federal or state agencies. Contractors are requested to provide a copy of any such reports to NCDOT on any responses to such requests for information or as a result of an inspection or audit.

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

SP1 G100

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

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

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

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.

COOPERATION BETWEEN CONTRACTORS:

(7-1-95)

105-7

SP1 G133

The Contractor's attention is directed to Article 105-7 of the *2012 Standard Specifications*.

C-4901C, Davidson County is scheduled to be let concurrently with this project. The Contractor shall coordinate with the Contractor of C-4901C as to the closure of Y-2 (Lower Lake Road) upon the completion of C-4901C (Turner Road, SR 2005) grade separation.

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

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:

(12-15-09)

107-1

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:

- (A) Have a contract with a governmental agency; or
- (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)

105-16, 225-2, 16

SP1 G180

General

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

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

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

- (B) *Certified Foreman* - Provide a certified, trained foreman for each construction operation that increases the potential for soil erosion or the possible sedimentation and turbidity of surface waters.
- (C) *Certified Installer* - Provide a certified installer to install or direct the installation for erosion or sediment/stormwater control practices.
- (D) *Certified Designer* - Provide a certified designer for the design of the erosion and sediment control/stormwater component of reclamation plans and, if applicable, for the design of the project erosion and sediment control/stormwater plan.

Roles and Responsibilities

- (A) *Certified Erosion and Sediment Control/Stormwater Supervisor* - The Certified Supervisor shall be Level II and responsible for ensuring the erosion and sediment control/stormwater plan is adequately implemented and maintained on the project and for conducting the quality control program. The Certified Supervisor shall be on the project within 24 hours notice from initial exposure of an erodible surface to the project's final acceptance. Perform the following duties:
 - (1) *Manage Operations* - Coordinate and schedule the work of subcontractors so that erosion and sediment control/stormwater measures are fully executed for each operation and in a timely manner over the duration of the contract.
 - (a) Oversee the work of subcontractors so that appropriate erosion and sediment control/stormwater preventive measures are conformed to at each stage of the work.
 - (b) Prepare the required National Pollutant Discharge Elimination System (NPDES) Inspection Record and submit to the Engineer.
 - (c) Attend all weekly or monthly construction meetings to discuss the findings of the NPDES inspection and other related issues.
 - (d) Implement the erosion and sediment control/stormwater site plans requested.
 - (e) Provide any needed erosion and sediment control/stormwater practices for the Contractor's temporary work not shown on the plans, such as, but not limited to work platforms, temporary construction, pumping operations, plant and storage yards, and cofferdams.
 - (f) Acquire applicable permits and comply with requirements for borrow pits, dewatering, and any temporary work conducted by the Contractor in jurisdictional areas.
 - (g) Conduct all erosion and sediment control/stormwater work in a timely and workmanlike manner.
 - (h) Fully perform and install erosion and sediment control/stormwater work prior to any suspension of the work.
 - (i) Coordinate with Department, Federal, State and Local Regulatory agencies on resolution of erosion and sediment control/stormwater issues due to the Contractor's operations.

- (j) Ensure that proper cleanup occurs from vehicle tracking on paved surfaces or any location where sediment leaves the Right-of-Way.
 - (k) Have available a set of erosion and sediment control/stormwater plans that are initialed and include the installation date of Best Management Practices. These practices shall include temporary and permanent groundcover and be properly updated to reflect necessary plan and field changes for use and review by Department personnel as well as regulatory agencies.
- (2) Requirements set forth under the NPDES Permit - The Department's NPDES Stormwater permit (NCS000250) outlines certain objectives and management measures pertaining to construction activities. The permit references *NCG010000, General Permit to Discharge Stormwater* under the NPDES, and states that the Department shall incorporate the applicable requirements into its delegated Erosion and Sediment Control Program for construction activities disturbing one or more acres of land. The Department further incorporates these requirements on all contracted bridge and culvert work at jurisdictional waters, regardless of size. Some of the requirements are, but are not limited to:
- (a) Control project site waste to prevent contamination of surface or ground waters of the state, i.e. from equipment operation/maintenance, construction materials, concrete washout, chemicals, litter, fuels, lubricants, coolants, hydraulic fluids, any other petroleum products, and sanitary waste.
 - (b) Inspect erosion and sediment control/stormwater devices and stormwater discharge outfalls at least once every 7 calendar days, 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 http://www.ncdot.gov/doh/operations/dp_chief_eng/roadside/fieldops/downloads/Files/TurbidityReductionOptionSheet.pdf to plan, design, construct, and maintain BMPs to address water quality standards. Tier I Methods include stilling basins which are standard compensatory BMPs. Other Tier I methods are noncompensatory and shall be used when needed to meet the stream turbidity standards. Tier II Methods are also noncompensatory and are options that may be needed for protection of rare or unique resources or where special environmental conditions exist at the site which have led to additional requirements being placed in the DWQ's 401 Certifications and approval letters, Isolated Wetland Permits, Riparian Buffer Authorization or a DOT Reclamation Plan's Environmental Assessment for the specific site. Should the Contractor exhaust all Tier I Methods on a site exclusive of rare or unique resources or special environmental conditions, Tier II Methods may be required by regulators on a case by case basis per supplemental agreement.

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

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

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*.

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:

(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*.

EMBANKMENT SETTLEMENT GAUGES:

(7-1-95) (Rev. 2-19-13)

235

SP2 R75

Revise the *2012 Standard Specifications* as follows:

Page 2-22, Article 235-1 DESCRIPTION, add the following:

Surcharges and waiting periods may be required for embankments and retaining walls to minimize and control the effects of settlement on structures, approach slabs, pavements, pipes, utilities, etc. Settlement gauges may be required to monitor settlement at approximate locations shown in the plans and as directed.

Page 2-22, Article 235-2 MATERIALS, add the following:

Provide Schedule 40 black steel pipes and couplers with steel or wood bases for settlement gauges. Use steel plates with yield strength of at least 36 ksi and pressure treated wood boards for bases of settlement gauges.

Page 2-24, Article 235-3 CONSTRUCTION METHODS, add the following:

(E) Surcharges and Waiting Periods

Place surcharges at locations shown in the plans. Unless required otherwise in the contract, surcharge embankments after embankments are constructed to the grade and cross section shown in the plans. Construct surcharges with side slopes as directed, 2:1 (H:V) end slopes outside of surcharge limits and surcharge heights shown in the plans. Place and compact surcharge material in accordance with Subarticles 235-3(B) and 235-3(C). Construct and maintain adequate drainage of surface runoff to prevent erosion of surcharge material.

Waiting period durations are in accordance with the contract and as directed. Surcharge waiting periods apply to surcharge locations shown in the plans and begin after surcharges are constructed to the height shown in the plans.

Unless required otherwise in the contract, bridge waiting periods are required in accordance with the following:

- (1) Apply to bridge embankments and retaining walls within 100 ft of end bent and bent locations shown in the plans and
- (2) Begin after bridge embankments and retaining walls are constructed to the elevations noted in the plans.

Unless required otherwise in the contract, embankment waiting periods are required in accordance with the following:

- (1) Apply to embankment locations shown in the plans and retaining walls for embankments with waiting periods and
- (2) Begin after embankments and retaining walls are constructed to the elevations, grade and cross section shown in the plans.

Except for maintaining embankments, do not perform any work on embankments or structures with waiting periods until waiting periods end unless otherwise approved. Place and compact additional material in accordance with Subarticles 235-3(B) and 235-3(C) to maintain embankment grade elevations during waiting periods. Remove surcharges to the grade and cross section shown in the plans after surcharge waiting periods end.

(F) Embankment Monitoring

Fabricate and install settlement gauges in accordance with the contract. Make settlement gauges highly visible so gauges are not disturbed while monitoring settlement. Use only hand operated compaction equipment to compact fill material around gauges.

Do not damage settlement gauges. Damaged settlement gauges may require replacement or additional gauges and waiting period extensions as determined by the Engineer.

Page 2-24, Article 235-5 MEASUREMENT AND PAYMENT, add the following:

Borrow Excavation for surcharge material and additional material for maintaining embankment grade elevations will be measured and paid in accordance with Article 230-5. *Unclassified Excavation* for surcharge material, additional material for maintaining embankment grade elevations and removing surcharges will be measured and paid in accordance with Article 225-7. When there is no pay item for *Borrow Excavation* or *Unclassified Excavation* in the contract, surcharge and additional material and removing surcharges will be paid as extra work in accordance with Article 104-7.

Embankment Settlement Gauges will be measured and paid in units of each. Settlement gauges will be measured as one per gauge location. The contract unit price for *Embankment Settlement Gauges* will be full compensation for fabricating and installing settlement gauges including placing and compacting fill material around gauges, adding pipes and couplers until embankment monitoring ends and any incidentals necessary to monitor settlement. No payment will be made for interfering with the Contractor's operations due to embankment monitoring or damaged settlement gauges as determined by the Engineer.

Payment will be made under:

Pay Item	Pay Unit
Embankment Settlement Gauges	Each

SELECT GRANULAR MATERIAL:

(3-16-10) (Rev. 1-17-12)

265

SP2 R80

Revise the *2012 Standard Specifications* as follows:

Page 2-28, Article 265-2 MATERIALS, add the following:

Use only Class III select material for select granular material.

Page 2-28, Article 265-4 MEASUREMENT AND PAYMENT, lines 13-30, replace all occurrences of *Select Granular Material* with *Select Granular Material, Class III*.

Page 2-28, Article 265-4 MEASUREMENT AND PAYMENT, after line 31, delete the pay item and replace with the following:

Payment will be made under:

Pay Item	Pay Unit
Select Granular Material, Class III	Cubic Yard

PIPE INSTALLATION:

(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.

48" WELDED STEEL PIPE (OPEN CUT):**Description**

The Contractor shall install 48" Welded Steel Pipe, 0.688" wall thickness, Grade B in accordance with the applicable requirements of the *Standard Specifications*, this provision, and as directed by the Engineer.

Materials

Refer to Division 10

Item**Section**

Welded Steel Pipe

1032-5

Construction Methods

Install pipe in accordance with the applicable requirements of Section 300 of the *Standard Specifications* and as directed by the Engineer.

Measurement and Payment

48" Welded Steel Pipe, 0.688" Thick, Grade B (Open Cut) will be measured and paid as the actual number of linear feet of pipe that has been incorporated into the completed and accepted work. Measurement of pipe will be made by counting the number of joints used and multiplying by the length of the joint to obtain the number of linear feet of pipe installed and accepted. Measurements of partial joints will be made along the longest length of the partial joint to the nearest 0.1 ft. Select bedding and backfill material will be included in the cost of the installed pipe.

Payment will be made under:

Pay Item**Pay Unit**

48" Welded Steel Pipe, 0.688" Thick, Grade B (Open Cut)

Linear Foot

FLOWABLE FILL:

(9-17-02) (Rev 1-17-12)

300, 340, 450, 1000, 1530, 1540, 1550

SP3 R30

Description

This work consists of all work necessary to place flowable fill in accordance with these provisions, the plans, and as directed.

Materials

Refer to Division 10 of the *2012 Standard Specifications*.

Item

Flowable Fill

Section

1000-6

Construction Methods

Discharge flowable fill material directly from the truck into the space to be filled, or by other approved methods. The mix may be placed full depth or in lifts as site conditions dictate. The Contractor shall provide a method to plug the ends of the existing pipe in order to contain the flowable fill.

Measurement and Payment

At locations where flowable fill is called for on the plans and a pay item for flowable fill is included in the contract, *Flowable Fill* will be measured in cubic yards and paid as the actual number of cubic yards that have been satisfactorily placed and accepted. Such price and payment will be full compensation for all work covered by this provision including, but not limited to, the mix design, furnishing, hauling, placing and containing the flowable fill.

Payment will be made under:

Pay Item

Flowable Fill

Pay Unit

Cubic Yard

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

Reinforced Bridge Approach Fill, Station _____
Bridge Approach Fill - Sub Regional Tier, Station _____

Pay Unit

Lump Sum
Lump Sum

ASPHALT PAVEMENTS - SUPERPAVE:

(6-19-12)

605

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 ± 0.01
Oxidized or Milled Asphalt	0.06 ± 0.01
Concrete	0.08 ± 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*.

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

C203141 (C-4901B)

44

Revised 3-7-13
Davidson County**RIGHT OF WAY GATE:****(Special)****Description**

Furnish and erect right of way gates in conformity with the details shown in the plans and at the locations shown in the plans.

Materials

2" OD steel pipe, schedule 80

3 ½" OD steel pipe, schedule 80

4" OD steel pipe, schedule 40

Fittings and Accessories as shown:

Use Class B concrete for anchors. Instead Class B concrete, pre-mixed commercially bagged dry concrete mix may be used if the concrete meets the minimum strength requirements for Class B concrete when mixed with the quantity of water shown on the instructions printed on the bag.

Construction Methods

Construct Right of Way Gate in accordance with the applicable requirements of Section 866 of the *Standard Specifications*, the detail in the plans, this special provision and as directed by the Engineer.

Set posts in concrete anchors to maintain the position and alignment of the post as shown in the details in the plans. Forms are not required for the concrete. Trowel the top of the concrete to a smooth finish and slope to drain away from the post. The concrete anchors require at least a 3-day curing period before any load is placed on the post.

The gate shall be fabricated and painted yellow as shown on the details in the plans. The welding will be done by a certified welder.

Measurement and Payment

Right of Way Gate will be measured and paid each for the number of gates actually erected on the project.

The above prices and payments will be full compensation for all work covered by this provision including but not limited to furnishing concrete, steel pipe, hardware and all other materials; fabrications, painting and erection of the right of way gates; and incidentals necessary to complete the work as shown on the plans.

Pay Item

Right of Way Gate

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:

TABLE 1000-1 REQUIREMENTS FOR CONCRETE											
Class of Concrete	Min. Comp. Strength at 28 days	Maximum Water-Cement Ratio				Consistency Max. Slump		Cement Content			
		Air-Entrained Concrete		Non Air-Entrained Concrete		Vibrated	Non-Vibrated	Vibrated		Non-Vibrated	
		Rounded Aggregate	Angular Aggregate	Rounded Aggregate	Angular Aggregate			Min.	Max.	Min.	Max.
Units	psi					inch	inch	lb/cy	lb/cy	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	-	-	0.450	0.450	-	5-7 dry 7-9 wet	-	-	640	800
A	3,000	0.488	0.532	0.550	0.594	3.5	4	564	-	602	-
B	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	-	-	8	-	564	as needed	-	-

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

TABLE 1005-1
AGGREGATE GRADATION - COARSE AGGREGATE

Percentage of Total by Weight Passing													Remarks
Std. Size #	2"	1 1/2"	1"	3/4"	1/2"	3/8"	#4	#8	#10	#16	#40	#200	
4	100	90-100	20-55	0-15	-	0-5	-	-	-	-	-	A	Asphalt Plant Mix
467M	100	95-100	-	35-70	-	0-30	0-5	-	-	-	-	A	Asphalt Plant Mix
5	-	100	90-100	20-55	0-10	0-5	-	-	-	-	-	A	AST, Sediment Control Stone
57	-	100	95-100	-	25-60	-	0-10	0-5	-	-	-	A	AST, Str. Concrete, Shoulder Drain, Sediment Control Stone
57M	-	100	95-100	-	25-45	-	0-10	0-5	-	-	-	A	AST, Concrete Pavement
6M	-	-	100	90-100	20-55	0-20	0-8	-	-	-	-	A	AST
67	-	-	100	90-100	-	20-55	0-10	0-5	-	-	-	A	AST, Str. Concrete, Asphalt Plant Mix
78M	-	-	-	100	98-100	75-100	20-45	0-15	-	-	-	A	Asphalt Plant Mix, AST, Str. Conc, Weep Hole Drains
14M	-	-	-	-	-	100	35-70	5-20	-	0-8	-	A	Asphalt Plant Mix, AST, Weep Hole Drains, Str. Concrete
9	-	-	-	-	-	100	85-100	10-40	-	0-10	-	A	AST
ABC	-	100	75-97	-	55-80	-	35-55	-	25-45	-	14-30	4-12 ^B	Aggregate Base Course, Aggregate Stabilization
ABC (M)	-	100	75-100	-	45-79	-	20-40	-	0-25	-	-	0-12 ^B	Maintenance Stabilization
Light-weight C	-	-	-	-	100	80-100	5-40	0-20	-	0-10	-	0-2.5	AST

- A. See Subarticle 1005-4(A).
 B. See Subarticle 1005-4(B).
 C. For Lightweight Aggregate used in Structural Concrete, see Subarticle 1014-2(E)(6).

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

**TABLE 1078-1
REQUIREMENTS FOR CONCRETE**

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

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:

TABLE 1092-3
MINIMUM COEFFICIENT OF RETROREFLECTION FOR NC GRADE A
(Candelas Per Lux Per Square Meter)

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:

(1-17-12)

1016, 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:

Percentage of Total by Weight Passing							
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)

1019

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.

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.

TABLE 1019-1A ADDITIONAL LIMESTONE 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.

REMOVAL AND DISPOSAL OF RAILROAD WARNING BEACON AND EQUIPMENT:

Description

Remove and dispose of railroad warning beacon and all related equipment on Lower Lake Road as shown on the plans. The system includes the railroad warning beacon, advance warning sign (W10-1), supplemental plaque (W16-2A), sign post, utility service pole, electric meter and base, circuit breaker panel and breaker(s), control devices including relays, wire, cable, conduit, flasher units, and all other devices and equipment in the system.

All material shall be removed and disposed of according to State and Local codes, regulations, and ordinances, and in accordance with the applicable requirements of Section 907 and Section 1757 of the *Standard Specifications*, and as directed by the Engineer.

Measurement and Payment

Removal and Disposal of Railroad Warning Beacon and Equipment as described above shall be paid for at the contract lump sum price bid for Removal and Disposal of Railroad Warning Beacon and Equipment.

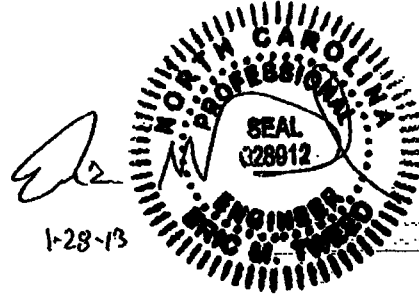
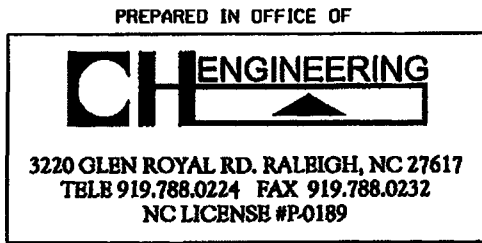
Payment will be made under:

Pay Item

Removal and Disposal of Railroad Warning Beacon and Equipment

Pay Unit

Lump Sum



January 28, 2013

Project: C-4901B
 County: Davidson

PROJECT SPECIAL PROVISIONS
Utility Construction

Revise the 2012 Standard Specifications as follows:

Utility Owner's Contact Information:

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

The utility owner is the Davidson Water, Inc.. The contact person is Robert Walters and he can be reached by phone at (336) 475-8229

Page 15-6; Subarticle 1510-3 (B) Testing and Sterilization, replace paragraph 3, Lines 20 and 21 with the following: "All water mains shall be pressure tested with a test pressure at her high point of the main twice the working pressure or 200 psi, whichever is greater. Test pressure shall be maintained for a minimum of 3 hours. Make up water shall not exceed 1.65 gallons per 1000 feet of 6" main."

Page 15-6; Subarticle 1510-3 (B) Line 32 Testing and Sterilization; seventh paragraph delete the words "may be performed concurrently or" and replace with "shall be performed".

PROJECT SPECIAL PROVISIONS

Utility

UTILITIES BY OTHERS:

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

- A) Duke Energy - Power (Distribution)
- B) North State Communications - Telephone
- C) City of Lexington Gas Department – Natural Gas

The conflicting facilities of these concerns will be adjusted prior to the date of availability, unless otherwise noted and are therefore listed in these special provisions for the benefit of the Contractor. All utility work listed herein will be done by the utility 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 Standard Specifications.

Utilities Requiring Adjustment:

A) Duke Energy - Power (Distribution)

- 1) Duke Energy will relocate its poles and lines within the project limits to the locations shown on the Utilities by Others Plans completing relocation by project availability date.
- 2) Contact person for Duke Energy is Mr. Larry Robinson at 336-632-3738 or 336-209-6631 (cell).

B) North State Communications - Telephone

- 1) North State will abandon in place all existing facilities within the project construction limits for the duration of the construction project.
- 2) Contact person for North State Communications is Mr. Brad Wright 336-886-3968 or 336-848-2375 (cell).

C) City of Lexington Gas Department

- 1) City of Lexington Gas Department will leave all existing gas facilities in place during the construction of this project. Any minor adjustments will be coordinated during construction through the Resident Engineer's office.
- 2) Contact person for The City of Lexington Gas Department is Mr. Andy Thomas at 336-248-3945 or 336-240-1972 (cell).

C-4901B**Project Special Provisions
Erosion Control****Davidson County****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**

20# Kentucky Bluegrass
75# Hard Fescue
25# Rye Grain
500# Fertilizer
4000# Limestone

May 1 - September 1

20# Kentucky Bluegrass
75# Hard Fescue
10# German or Browntop Millet
500# Fertilizer
4000# Limestone

Areas Beyond the Mowing Pattern, Waste and Borrow Areas:**August 1 - June 1**

100# Tall Fescue
15# Kentucky Bluegrass
30# Hard Fescue
25# Rye Grain
500# Fertilizer
4000# Limestone

May 1 - September 1

100# Tall Fescue
15# Kentucky Bluegrass
30# Hard Fescue
10# German or Browntop Millet
500# Fertilizer
4000# Limestone

Approved Tall Fescue Cultivars

2 nd 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

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

May 1 – September 1

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

Approved Creeping Red Fescue Cultivars:

Aberdeen

Boreal

Epic

Cindy Lou

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

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

Measurement and Payment

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

TEMPORARY SEEDING:

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

FERTILIZER TOPDRESSING:

Fertilizer used for topdressing shall be 16-8-8 grade and shall be applied at the rate of 500 pounds per acre. A different analysis of fertilizer may be used provided the 2-1-1 ratio is maintained and the rate of application adjusted to provide the same amount of plant food as 16-8-8 analysis and as directed.

SUPPLEMENTAL SEEDING:

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

MOWING:

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

RESPONSE FOR EROSION CONTROL:**Description**

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

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

1661	Seed - Repair Seeding	LB
1661	Fertilizer - Repair Seeding	TON
1662	Seed - Supplemental Seeding	LB
1665	Fertilizer Topdressing	TON
SP	Safety/Highly Visible Fencing	LF
SP	Response for Erosion Control	EA

Construction Methods

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

Measurement and Payment

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

Payment will be made under:

Pay Item

Response for Erosion Control

Pay Unit

Each

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.

TEMPORARY DIVERSION:

This work consists of installation, maintenance, and cleanout of *Temporary Diversions* in accordance with Section 1630 of the *Standard Specifications*. The quantity of excavation for installation and cleanout will be measured and paid for as *Silt Excavation* in accordance with Article 1630-4 of the *Standard Specifications*.

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	Pay Unit
Safety Fence	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 Stress (Vegetated)	Performance Bench Test	≥8.0 lb/ft ²
Maximum Allowable Velocity (Vegetated)	Performance Bench Test	≥16.0 ft/s

*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

Permanent Soil Reinforcement Mat

Pay Unit

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.

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 extend the pipe so the basin will drain. Attach a 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. Place sealant inside basin around barrel pipe on top of geotextile with a minimum width of 6 in.

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

EARTHEN DAM WITH SKIMMER:

Description

Provide an earthen dam with a skimmer attached to a barrel pipe at the outlet of a proposed roadway ditch to remove sediment from construction site runoff at locations shown in the erosion control plans. See the Earthen Dam with Skimmer Detail sheet provided in the erosion control plans. Work includes constructing earthen dam, installation of coir fiber baffles, furnishing, installation and cleanout of Faircloth Skimmer or other approved equivalent device, providing and placing stone pad on bottom of ditch underneath skimmer device, providing and placing geotextile emergency spillway liner, providing coir fiber mat stabilization for the skimmer outlet, removing earthen dam, coir fiber baffles, geotextile liner and skimmer device, and disposing of excess materials.

Materials

Item	Section
Stone for Erosion Control, Class B	1042
Geotextile for Soil Stabilization, Type 4	1056
Staples	1060-8
Coir Fiber Mat	1060-14
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.

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 proposed ditch according to the roadway plans and cross sections with ditch surface free of obstructions, debris, and pockets of low-density material. Construct earthen dam and install the emergency spillway according to the Earthen Dam with Skimmer Detail sheet in the erosion control plans. Construct the coir fiber baffles according to *Roadway Standard Drawings* No. 1640.01 and Section 1640 of the *Standard Specifications*. Accumulated silt behind the earthen dam and baffles shall be removed regularly and as directed.

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 extend the pipe so the basin will drain. Attach a 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 impounded in the ditch. 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 ditch.

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 ditch according to the Earthen Dam with Skimmer Detail. Place sealant inside basin around barrel pipe on top of geotextile with a minimum width of 6 in.

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.

Measurement and Payment

The construction of the earthen dam will be paid for as *Borrow Excavation* as provided in Section 230 of the *Standard Specifications* or included in the lump sum price for grading.

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 ditch 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.

Stone for Erosion Control, Class __ will be measured and paid for in accordance with Article 1610-4 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

WATTLES WITH POLYACRYLAMIDE (PAM):

Description

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

Materials

Wattle shall meet the following specifications:

100% Curled Wood (Excelsior) Fibers	
Minimum Diameter	12 in.
Minimum Density	2.5 lb/ft ³ +/- 10%
Net Material	Synthetic
Net Openings	1 in. x 1 in.
Net Configuration	Totally Encased
Minimum Weight	20 lb. +/- 10% per 10 ft. length

Anchors: Stakes shall be used as anchors.

Wooden Stakes:

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

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

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

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

Construction Methods

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

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

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

Apply PAM over the lower center portion of the wattle where the water is going to flow over at a rate of 2 ounces per wattle, and 1 ounce of PAM on matting on each side of the wattle. PAM applications shall be done during construction activities after every rainfall event that is equal to or exceeds 0.50 in.

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

Measurement and Payment

Wattles will be measured and paid for by the actual number of linear feet of wattles which are installed and accepted. Such price and payment will be full compensation for

all work covered by this section, including, but not limited to, furnishing all materials, labor, equipment and incidentals necessary to install the *Wattles*.

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

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

Payment will be made under:

Pay Item

Polyacrylamide(PAM)
Wattle

Pay Unit

Pound
Linear Foot

SILT FENCE WATTLE BREAK:

(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 lb/cf \pm 10%
Net Material	Synthetic
Net Openings	1" x 1"
Net Configuration	Totally Encased
Minimum Weight	20 lb. \pm 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

WATTLE BARRIER:

(8-21-12)

1630

Description

Wattle barriers are tubular products consisting of excelsior fibers encased in synthetic netting and used at the toe of fills or on slopes to intercept runoff. Wattle barriers 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 wattle barriers.

Materials

Wattle shall meet the following specifications:

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

Align wattle barriers in an overlapping and alternating pattern. Excavate a trench the entire length of each wattle with a depth of 1" to 2" for the wattle to be placed. Secure wattle barriers 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 wattle barrier 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.

For wattle barriers used to reduce runoff velocity for large slopes, use a maximum spacing of 20 ft for the barrier measured along the slope.

Maintain the wattle barriers until the project is accepted or until the wattle barriers are removed, and remove and dispose of silt accumulations at the wattle barriers 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 wattle barrier.

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

PROJECT C-4901B

DAVIDSON COUNTY

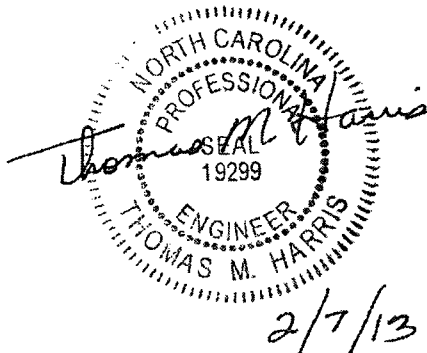
PROJECT SPECIAL PROVISIONS STRUCTURES

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PREPARED BY:

Parsons
5540 Centerview Drive
Suite 217
Raleigh, NC 27606
Firm No. F-0246



THERMAL SPRAYED COATINGS (METALLIZATION)**(9-30-11)****1.0 DESCRIPTION**

Apply a thermal sprayed coating (TSC) and sealer to metal surfaces as specified herein when called for on the plans or by other Special Provisions, or when otherwise approved by the Engineer in accordance with the SSPC-CS 23.00/AWS C2.23/NACE No. 12 Specification. Only Arc Sprayed application methods are used to apply TSC coatings, the Engineer must approve other methods of application.

2.0 QUALIFICATIONS

Only use NCDOT approved TSC Contractors meeting the following requirements:

1. The capability of blast cleaning steel surfaces to SSPC SP-5 and SP-10 Finishes.
2. Employ Spray Operator(s) qualified in accordance with AWS C.16/C2.16M2002 and Quality Control Inspector(s) who have documented training in the applicable test procedures of ASTM D-3276 and SSPC-CS 23.00.

A summary of the contractor's related work experience and the documents verifying each Spray Operator's and Quality Control Inspector's qualifications are submitted to the Engineer before any work is performed.

3.0 MATERIALS

Provide wire in accordance with the metallizing equipment manufacturer's recommendations. Use the wire alloy specified on the plans which meets the requirements in Annex C of the SSPC-CS 23.00 Specification. Have the contractor provide a certified analysis (NCDOT Type 2 Certification) for each lot of wire material.

Apply an approved sealer to all metallized surfaces in accordance with Section 9 of SSPC-CS 23. The sealer must either meet SSPC Paint 27 or is an alternate approved by the Engineer.

4.0 SURFACE PREPARATION AND TSC APPLICATION

Grind flame cut edges to remove the carbonized surface prior to blasting. Bevel all flame cut edges in accordance with Article 442-10(D) regardless of included angle. Blast clean surfaces to be metallized with grit or mineral abrasive in accordance with Steel Structures Painting Council SSPC SP-5/10(as specified) to impart an angular surface profile of 2.5 - 4.0 mils. Surface preparation hold times are in accordance with Section 7.32 of SSPC-CS 23. If flash rusting occurs prior to metallizing, blasts clean the metal surface again. Apply the thermal sprayed coating only when the surface temperature of the steel is at least 5°F above the dew point.

At the beginning of each work period or shift, conduct bend tests in accordance with Section 6.5 of SSPC-CS 23.00. Any disbonding or delamination of the coating that

exposes the substrate requires corrective action, additional testing, and the Engineer's approval before resuming the metallizing process.

Apply TSC with the alloy to the thickness specified on the plans or as provided in the table below. All spot results (the average of 3 to 5 readings) must meet the minimum requirement. No additional tolerance (as allowed by SSPC PA-2) is permitted. (For Steel Beams: For pieces with less than 200 ft² measure 2 spots/surface per piece and for pieces greater than 200 ft² add 1 additional spots/surface for each 500 ft²).

Application	Thickness	Alloy	Seal Coat
Pot Bearings	8 mil	85/15 Zinc (W-Zn-Al-2)	0.5 mil
Armored Joint Angles	8 mil	85/15 Zinc (W-Zn-Al-2)	0.5 mil
Modular Joints	8 mil	99.99% Zn (W-Zn-1)	0.5 mil
Expansion Joint Seals	8 mil	99.99% Zn (W-Zn-1)	0.5 mil
Optional Disc Bearings	8 mil	85/15 Zinc (W-Zn-Al-2)	0.5 mil

When noted on the plans or as specified in the above chart, apply the sealer to all metallized surfaces in accordance with the manufacturer's recommendations and these provisions. Apply the seal coat only when the air temperature is above 40°F and the surface temperature of the steel is at least 5°F above the dew point. If the sealer is not applied within eight hours after the final application of TSC, the applicator verifies acceptable TSC surfaces and obtains approval from the Engineer before applying the sealer.

5.0 INSPECTION FREQUENCY

The TSC Contractor must conduct the following tests at the specified frequency and the results documented in a format approved by the Engineer.

Test/Standard	Location	Frequency	Specification
Ambient Conditions	Site	Each Process	5°F above the dew point
Abrasive Properties	Site	Each Day	Size, angularity, cleanliness
Surface Cleanliness SSPC Vis 1	All Surfaces	Visual All Surfaces	SSPC-SP-10 Atmospheric Service SSPC-SP - 5 Immersion Service
Surface Profile ASTM D-4417 Method C	Random Surfaces	3 per 500 ft ²	2.5 - 4.0 mils
Bend Test SSPC-CS 23.00	Site	5 per shift	Pass Visual
Thickness SSPC PA-2R SSPC-CS 23.00	Each Surface	Use the method in PA-2 Appendix 3 for Girders and Appendix 4 for frames and miscellaneous steel. See Note 1.	Zn - 8 mils minimum Al - 8 mils minimum Zn Al - 8 mils minimum Areas with more than twice the minimum thickness are inspected for compliance to the adhesion and cut testing requirements of this specification.
Adhesion ASTM 4541	Random Surfaces Splice Areas	1 set of 3 per 500 ft ²	Zn > 500 psi Al > 1000 psi Zn Al > 750 psi
Cut Test - SSPC-CS 23.00	Random Surfaces	3 sets of 3 per 500 ft ²	No peeling or delamination
Job Reference Std. SSPC-CS 23.00	Site	1 per job	Meets all the above requirements

6.0 REPAIRS

All Repairs are to be performed in accordance with the procedures below, depending on whether the repair surface is hidden or exposed. As an exception to the following, field welded splices on joint angles and field welding bearing plates to girders may be repaired in accordance with the procedures for hidden surfaces.

For hidden surfaces (including but not limited to interior girders, interior faces of exterior girders, and below-grade sections of piles):

1. Welding of metallized surfaces may be performed only if specifically permitted by the Engineer. Remove metallizing at the location of field welds by blast cleaning (SSPC SP-6 finish), or hand (SSPC SP-2 finish) or power tool cleaning (SSPC SP-3 finish) just prior to welding. Clean sufficiently to prevent contamination of the weld. All repairs to welded connections are metallized in accordance with SSPC CS 23.00.

2. Minor areas less than or equal to 0.1 ft^2 exposing the substrate are metallized in accordance with SSPC CS 23.00 or painted in accordance with ASTM A780, "Repair of Damaged and Uncoated Areas of Hot Dip Galvanized Coatings."
3. Large areas greater than 0.1 ft^2 exposing the substrate are metallized in accordance with SSPC CS 23.00.
4. Damaged (burnished) areas not exposing the substrate with less than the specified coating thickness are metallized in accordance with SSPC CS 23.00 or painted in accordance with ASTM A780, "Repair of Damaged and Uncoated Areas of Hot Dip Galvanized Coatings."
5. Damaged (burnished) areas not exposing the substrate with more than the specified coating thickness are not repaired.
6. Defective coating is repaired by either method 2 or 3 depending on the area of the defect.

For Exposed Surfaces (including but not limited to exterior faces of exterior girders and above-grade sections of piles):

1. Welding of metallized surfaces may be performed only if specifically permitted by the Engineer. Remove metallization at the location of field welds by blast cleaning (SSPC SP-6 finish), or hand (SSPC SP-2 finish) or power tool cleaning (SSPC SP-3 finish) just prior to welding. Clean sufficiently to prevent contamination of the weld. All repairs to welded connections are metallized in accordance with SSPC CS 23.00.
2. All areas exposing the substrate are metallized in accordance with SSPC CS 23.00
3. Defective coating is repaired by either method 2 or 3 depending on the area of the defect.

7.0 TWELVE MONTH OBSERVATION PERIOD

The contractor maintains responsibility for the coating system for a twelve (12) month observation period beginning upon the satisfactory completion of all the work required in the plans or as directed by the engineer. The contractor must guarantee the coating system under the payment and performance bond (refer to Article 109-10). To successfully complete the observation period, the coating system must meet the following requirements after twelve (12) months service:

- No visible rust, contamination or application defect is observed in any coated area.
- Painted surfaces have a uniform color and gloss.
- Surfaces have an adhesion of no less than 500 psi when tested in accordance with ASTM D-4541.

8.0 BASIS OF PAYMENT

The contract price bid for the bridge component to which the coating is applied will be full compensation for the thermal sprayed coating.

ELASTOMERIC CONCRETE

(9-27-12)

1.0 DESCRIPTION

Elastomeric concrete is a mixture of a two-part polymer consisting of polyurethane and/or epoxy and kiln-dried aggregate. Provide an elastomeric concrete and binder system that is preapproved. Use the concrete in the blocked out areas on both sides of the bridge deck joints as indicated on the plans.

2.0 MATERIALS

Provide materials that comply with the following minimum requirements at 14 days (or at the end of the specified curing time).

ELASTOMERIC CONCRETE PROPERTIES	TEST METHOD	MINIMUM REQUIREMENT
Compressive Strength, psi	ASTM D695	2000
5% Deflection Resilience	ASTM D695	95
Splitting Tensile Strength, psi	ASTM D3967	625
Bond Strength to Concrete, psi	ASTM D882 (D882M)	450
Durometer Hardness	ASTM D2240	50

BINDER PROPERTIES (without aggregate)	TEST METHOD	MINIMUM REQUIREMENT
Tensile Strength, psi	ASTM D638	1000
Ultimate Elongation	ASTM D638	150%
Tear Resistance, lb/in	ASTM D624	200

In addition to the requirements above, the elastomeric concrete must be resistant to water, chemical, UV and ozone exposure and withstand temperature extremes. Elastomeric concrete systems requiring preheated aggregates are not allowed.

3.0 PREQUALIFICATION

Manufacturers of elastomeric concrete materials shall submit samples (including aggregate, primer and binder materials) and a Type 3 certification in accordance with Article 106-3 of the Standard Specifications for prequalification to:

North Carolina Department of Transportation
Materials and Tests Unit
1801 Blue Ridge Road
Raleigh, NC 27607

Prequalification will be determined for the system. Individual components will not be evaluated, nor will individual components of previously evaluated systems be deemed prequalified for use.

The submitted binder (a minimum volume of 1 gallon) and corresponding aggregate samples will be evaluated for compliance with the Materials requirements specified above. Systems satisfying all of the Materials requirements will be prequalified for a one year period. Before the end of this period new product samples shall be resubmitted for prequalification evaluation.

If, at any time, any formulation or component modifications are made to a prequalified system that system will no longer be approved for use.

4.0 INSTALLATION

The elastomeric concrete shall not be placed until the reinforced concrete deck slab has cured for seven full days and reached a minimum strength of 3000 psi.

Provide a manufacturer's representative at the bridge site during the installation of the elastomeric concrete to ensure that all steps being performed comply with all manufacturer installation requirements including, but not limited to weather conditions (ambient temperature, relative humidity, precipitation, wind, etc), concrete deck surface preparation, binder and aggregate mixing, primer application, elastomeric concrete placement, curing conditions and minimum curing time before joint exposure to traffic. Do not place elastomeric concrete if the ambient air or surface temperature is below 45°F.

Prepare the concrete surface within 48 hours prior to placing the elastomeric concrete. Before placing the elastomeric concrete, all concrete surfaces shall be thoroughly cleaned and dry. Sandblast the concrete surface in the blockout and clear the surface of all loose debris. Do not place the elastomeric concrete until the surface preparation is completed and approved.

Prepare and apply a primer, as per manufacturer's recommendations, to all concrete faces to be in contact with elastomeric concrete, and to areas specified by the manufacturer.

Prepare, batch, and place the elastomeric concrete in accordance with the manufacturer's instructions. Place the elastomeric concrete in the areas specified on the plans while the

primer is still tacky and within 2 hours after applying the primer. Trowel the elastomeric concrete to a smooth finish.

The joint opening in the elastomeric concrete shall match the formed opening in the concrete deck prior to sawing the joint.

5.0 FIELD SAMPLING

Provide additional production material to allow freshly mixed elastomeric concrete to be sampled for acceptance. A minimum of six 2 inch cube molds and three 3x6 inch cylinders will be taken by the Department for each day's production. Compression, splitting tensile, and durometer hardness testing will be performed by the Department to determine acceptance. Materials failing to meet the requirements listed above are subject to removal and replacement at no cost to the Department.

6.0 BASIS OF PAYMENT

No separate payment will be made for elastomeric concrete. The lump sum contract price bid for "Foam Joint Seals" will be full compensation for furnishing and placing the Elastomeric Concrete.

FOAM JOINT SEALS

(9-27-12)

1.0 SEALS

Use preformed seals compatible with concrete and resistant to abrasion, oxidation, oils, gasoline, salt and other materials that are spilled on or applied to the surface. Use a resilient, UV stable, preformed, impermeable, flexible, expansion joint seal. The joint seal shall consist of low-density, closed cell, cross-linked polyethylene non-extrudable, foam. The joint seal shall contain no EVA (Ethylene Vinyl Acetate). Cell generation shall be achieved by being physically blown using nitrogen. No chemical blowing agents shall be used in the cell generation process.

Use seals manufactured with grooves $1/8'' \pm$ wide by $1/8'' \pm$ deep and spaced between $1/4''$ and $1/2''$ apart along the bond surface running the length of the joint. Use seals with a depth that meets the manufacturer's recommendation, but is not less than 70% of the uncompressed width. Provide a seal designed so that, when compressed, the center portion of the top does not extend upward above the original height of the seal by more than $1/4''$.

Provide a seal that has a working range of 30% tension and 60% compression and meets the requirements given below.

TEST	TEST METHOD	REQUIREMENT
Tensile strength	ASTM D3575-08, Suffix T	110 – 130 psi
Compression Set	ASTM D1056 Suffix B, 2 hr recovery	10% - 16%
Water Absorption	ASTM D3575	< 0.03 lb/ft ²
Elongation at Break	ASTM D3575	180% - 210%
Tear Strength	ASTM D624 (D3575-08, Suffix G)	14 – 20 pli
Density	ASTM D3575-08, Suffix W, Method A	1.8 – 2.2 lb/ft ³
Toxicity	ISO-10993.5	Pass (not cytotoxic)

Have the top of the joint seal clearly shop marked. Inspect the joint seals upon receipt to ensure that the marks are clearly visible before installation.

2.0 BONDING ADHESIVE

Use a two component, 100% solid, modified epoxy adhesive supplied by the joint seal manufacturer that meets the requirements given below.

TEST	TEST METHOD	REQUIREMENT
Tensile strength	ASTM D638	3000 psi (min.)
Compressive strength	ASTM D695	7000 psi (min.)
Hardness	Shore D Scale	75-85 psi
Water Absorption	ASTM D570	0.25% by weight max.
Elongation to Break	ASTM D638	5% (max.)
Bond Strength	ASTM C882	2000 psi (min.)

Use an adhesive that is workable to 40°F. When installing in ambient air or surface temperatures below 40°F or for application on moist, difficult to dry concrete surfaces, use an adhesive specified by the manufacturer of the joint seal.

3.0 SAWING THE JOINT

The joint opening shall be initially formed to the width shown on the plans including the blackout for the elastomeric concrete.

The elastomeric concrete shall have sufficient time to cure such that no damage can occur to the elastomeric concrete prior to sawing to the final width and depth as specified in the plans.

When sawing the joint to receive the foam seal, always use a rigid guide to control the saw in the desired direction. To control the saw and to produce a straight line as indicated on the plans, anchor and positively connect a template or a track to the bridge deck. Do not saw the joint by visual means such as a chalk line. Fill the holes used for holding the template or track to the deck with an approved, flowable non-shrink, non-metallic grout.

Saw cut to the desired width and depth in one or two passes of the saw by placing and spacing two metal blades on the saw shaft to the desired width for the joint opening.

The desired depth is the depth of the seal plus 1/4" above the top of the seal plus approximately 1" below the bottom of the seal. An irregular bottom of sawed joint is permitted as indicated on the plans. Grind exposed corners on saw cut edges to a 1/4" chamfer.

Saw cut a straight joint, centered over the formed opening and to the desired width specified in the plans. Prevent any chipping or damage to the sawed edges of the joint.

Remove any staining or deposited material resulting from sawing with a wet blade to the satisfaction of the Engineer.

4.0 PREPARATION OF SAWED JOINT FOR SEAL INSTALLATION

The elastomeric concrete shall cure a minimum of 24 hours prior to seal installation.

After sawing the joint, the Engineer will thoroughly inspect the sawed joint opening for spalls, popouts, cracks, etc. All necessary repairs will be made by the Contractor prior to blast cleaning and installing the seal.

Clean the joints by sandblasting with clean dry sand immediately before placing the bonding agent. Sandblast the joint opening to provide a firm, clean joint surface free of curing compound, loose material and any foreign matter. Sandblast the joint opening without causing pitting or uneven surfaces. The aggregate in the elastomeric concrete may be exposed after sandblasting.

After blasting, either brush the surface with clean brushes made of hair, bristle or fiber, blow the surface with compressed air, or vacuum the surface until all traces of blast products and abrasives are removed from the surface, pockets, and corners.

If nozzle blasting is used to clean the joint opening, use compressed air that does not contain detrimental amounts of water or oil.

Examine the blast cleaned surface and remove any traces of oil, grease or smudge deposited in the cleaning operations.

Bond the seal to the blast cleaned surface on the same day the surface is blast cleaned.

5.0 SEAL INSTALLATION

Install the joint seal according to the manufacturer's procedures and recommendations and as recommended below. Do not install the joint seal if the ambient air or surface temperature is below 45°F. Have a manufacturer's certified trained factory representative present during the installation of the first seal of the project.

Before installing the joint seal, check the uninstalled seal length to insure the seal is the same length as the deck opening. When the joint seal requires splicing, use the heat welding method by placing the joint material ends against a teflon heating iron of 425-475°F for 7 - 10 seconds, then pressing the ends together tightly. Do not test the welding until the material has completely cooled.

Begin installation by protecting the top edges of the concrete deck adjacent to the vertical walls of the joint as a means to minimize clean up. After opening both cans of the bonding agent, stir each can using separate stirring rods for each component to prevent premature curing of the bonding agent. Pour the two components, at the specified mixing ratio, into a clean mixing bucket. Mix the components with a low speed drill (400 rpm max.) until a uniform gray color is achieved without visible marbling. Apply bonding agent to both sides of the elastomeric concrete as well as both sides of the joint seal, making certain to completely fill the grooves with epoxy. With gloved hands, compress the joint seal and with the help of a blunt probe, push the seal into the joint opening until the seal is recessed approximately 1/4" below the surface. When pushing down on the joint seal, apply pressure only in a downward direction. Do not push the joint seal into the joint opening at an angle that would stretch the material. Seals that are stretched during installation shall be removed and rejected. Once work on placing a seal begins, do not stop until it is completed. Clean the excess epoxy from the top of the joint seal immediately with a trowel. Do not use solvents or any cleaners to remove the excess epoxy from the top of the seal. Remove the protective cover at the joint edges and check for any excess epoxy on the surface. Remove excess epoxy with a trowel, the use of solvents or any cleaners will not be allowed.

The installed system shall be watertight and will be monitored until final inspection and approval. Do not place pavement markings on top of foam joint seals.

6.0 BASIS OF PAYMENT

Payment for all foam joint seals will be at the lump sum contract price bid for "Foam Joint Seals". Prices and payment will be full compensation for furnishing all material, including elastomeric concrete, labor, tools and equipment necessary for installing these units in place and accepted.

FALSEWORK AND FORMWORK**(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. Scribed Wheel Weight, (lbs.)	Bracket Min. Vertical Leg Extension, (inches)
II	36	39	14	2000	26
III	45	42	14	2000	35
IV	54	45	14	2000	44
MBT	63	51	12	2000	50
MBT	72	55	12	1700	48

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

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

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

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

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

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

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

When staged construction of the bridge deck is required, detail falsework and forms for screed and fluid concrete loads to be independent of any previous deck pour components when the mid-span girder deflection due to deck weight is greater than $\frac{3}{4}$ ". Note on the working drawings any anchorages, connectors, inserts, steel sleeves or other such devices used as part of the falsework or formwork that remains in the permanent structure. If the plan notes indicate that the structure contains the necessary corrosion protection required for a Corrosive Site, epoxy coat, galvanize or metalize these devices. Electroplating will not be allowed. Any coating required by the Engineer will be considered incidental to the various pay items requiring temporary works.

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

1. Wind Loads

Table 2.2 of Article 2.2.5.1 is modified to include wind velocities up to 110 mph.

In addition, Table 2.2A is included to provide the maximum wind speeds by county in North Carolina.

Table 2.2 - Wind Pressure Values

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

2. Time of Removal

The following requirements replace those of Article 3.4.8.2.

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

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

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

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

B. Review and Approval

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

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

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

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

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.

C. 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.

D. 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.

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.

Submittals may also be made via email.

Send submittals to:

plambert@ncdot.gov (Paul Lambert)

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

jgaither@ncdot.gov (James Gaither)

jlbolden@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:

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

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
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
jpilipchuk@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 Submittal¹
Arch Culvert Falsework	5	0	Plan Note, SN Sheet & “Falsework and Formwork”
Box Culvert Falsework ⁷	5	0	Plan Note, SN Sheet & “Falsework and Formwork”
Cofferdams	6	2	Article 410-4

Foam Joint Seals ⁶	9	0	“Foam Joint Seals”
Expansion Joint Seals (hold down plate type with base angle)	9	0	“Expansion Joint Seals”
Expansion Joint Seals (modular)	2, then 9	0	“Modular Expansion Joint Seals”
Expansion Joint Seals (strip seals)	9	0	“Strip Seals”
Falsework & Forms ² (substructure)	8	0	Article 420-3 & “Falsework and Formwork”
Falsework & Forms (superstructure)	8	0	Article 420-3 & “Falsework and Formwork”
Girder Erection over Railroad	5	0	Railroad Provisions
Maintenance and Protection of Traffic Beneath Proposed Structure	8	0	“Maintenance and Protection of Traffic Beneath Proposed Structure at Station ____”
Metal Bridge Railing	8	0	Plan Note
Metal Stay-in-Place Forms	8	0	Article 420-3
Metalwork for Elastomeric Bearings ^{4,5}	7	0	Article 1072-8
Miscellaneous Metalwork ^{4,5}	7	0	Article 1072-8
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 ⁴	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

(detensioning sequences) ³

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 ⁵	7	0	Article 1072-8 & "Sound Barrier Wall"
Structural Steel ⁴	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 ⁴	8	0	Article 1072-8

FOOTNOTES

1. References are provided to help locate the part of the contract where the submittals are required. References in quotes refer to the provision by that name. Articles refer to the *Standard Specifications*.
2. Submittals for these items are necessary only when required by a note on plans.
3. Submittals for these items may not be required. A list of pre-approved sequences is available from the producer or the Materials & Tests Unit.
4. The fabricator may submit these items directly to the 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 ¹
Drilled Pier Construction Plans ²	1	0	Subarticle 411-3(A)
Crosshole Sonic Logging (CSL) Reports ²	1	0	Subarticle 411-5(A)(2)
Pile Driving Equipment Data Forms ^{2,3}	1	0	Subarticle 450-3(D)(2)
Pile Driving Analyzer (PDA) Reports ²	1	0	Subarticle 450-3(F)(3)
Retaining Walls ⁴	8 drawings, 2 calculations	2 drawings	Applicable Provisions
Temporary Shoring ⁴	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:
www.ncdot.org/doh/preconstruct/highway/geotech/formdet/
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

- E. **Competent Person:** Provide the name and qualifications of the "Competent Person" responsible for crane safety and lifting operations. The named competent person will have the responsibility and authority to stop any work activity due to safety concerns.
- F. **Riggers:** Provide the qualifications and experience of the persons responsible for rigging operations. Qualifications and experience should include, but not be limited to, weight calculations, center of gravity determinations, selection and inspection of sling and rigging equipment, and safe rigging practices.
- G. **Crane Inspections:** Inspection records for all cranes shall be current and readily accessible for review upon request.
- H. **Certifications:** By July 1, 2006, crane operators performing critical lifts shall be certified by NC CCO (National Commission for the Certification of Crane Operators), or satisfactorily complete the Carolinas AGC's Professional Crane Operator's Proficiency Program. Other approved nationally accredited programs will be considered upon request. All crane operators shall also have a current CDL medical card. Submit a list of anticipated critical lifts and corresponding crane operator(s). Include current certification for the type of crane operated (small hydraulic, large hydraulic, small lattice, large lattice) and medical evaluations for each operator.

GROUT FOR STRUCTURES**(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.

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.

BRIDGE MOUNTED CHAIN LINK FENCE

(SPECIAL)

Construct the chain link fence in accordance with the applicable sections of the Standard Specifications, the details shown on the plans and this special provision.

The quantity of chain link fence will be the actual number of linear feet of fence, measured in place from end post to end post, which has been completed and accepted. All posts used for the chain link fence are included in the price of the fence and will not be paid for separately. There will be no measurement made for installing adhesive anchors in concrete barrier rail as such work is considered incidental.

Work includes but is not limited to furnishing and installing fence fabric, tie wires, stretcher bars, stretcher bar bands, tie rods, turnbuckles, brace rails, posts, post caps, brackets, adhesive anchors, fittings and any other materials necessary to complete the work as described in the plans and this special provision.

Payment will be made under:

72" Chain Link Fence _____ Linear Foot

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102**SPECIAL PROVISIONS FOR PROTECTION OF RAILWAY INTEREST
ON THE NCRR CORRIDOR**

Under the terms of these Special Provisions, the North Carolina Department of Transportation shall hereinafter be called "Department," the North Carolina Railroad Company shall hereinafter be called "Company," and the Norfolk Southern Railway Company shall hereinafter be called "Railroad."

1. AUTHORITY OF RAILROAD ENGINEER AND DEPARTMENT ENGINEER:

The authorized representative of the Railroad, hereinafter referred to as "Railroad Engineer," shall have final authority in all matters affecting the safe maintenance of Railroad traffic, including the adequacy of the foundations and structures supporting the tracks owned by Company and operated by Railroad.

The authorized representative of the North Carolina Department of Transportation, hereinafter referred to as the "Department Engineer," shall have authority over all other matters as prescribed herein including Project Specifications, Special Provisions, and the plans.

2. NOTICE OF STARTING WORK:

A. The Contractor shall not commence any work on Company's corridor until he has complied with the following conditions:

- (1) Give the Company and Railroad written notice, with copy to the Department Engineer who is designated to be in charge of the work, at least ten (10) days in advance of the date he proposes to begin work on Company's corridor to:

Assistant Chief Engineer – MW&S
Norfolk Southern Corporation
1200 Peachtree Street NE
Internal Box 142
Atlanta, Georgia 30309

Vice President - Engineering
North Carolina Railroad Company
2809 Highwoods Boulevard, Suite 100
Raleigh, North Carolina 27604

- (2) Obtain written approval from the Company and Railroad of Railroad Protective Liability Insurance coverage as required by Section 14 herein. Neither the Railroad nor the Company accepts notation of Railroad protective insurance on a certificate of liability insurance form or Binders as Railroad and Company must have the full original countersigned policy. The policies will be reviewed by Railroad and Company for compliance prior to written approval. Due to the number of projects system-wide, it typically takes a minimum of 30-45 days for Railroad and Company to review.
- (3) Obtain Railroad's Flagging Services as required by Section 7 herein.

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- (4) Obtain written authorization from the Railroad to begin work on Company's corridor, such authorization to include an outline of specific conditions with which he must comply.
 - (5) Furnish a schedule for all work within the Company corridor as required by Section 7B1 herein.
- B. The Railroad's written authorization to proceed with the work will include the names, addresses, and telephone numbers of the Railroad's representatives who are to be notified as hereinafter required. Where more than one representative is designated, the area of responsibility of each representative will be specified.

3. INTERFERENCE WITH RAILROAD OPERATIONS:

- A. The Contractor shall so arrange and conduct his work that there will be no interference with Railroad operations, including train, signal, telephone and telegraphic services, or damage to the property of the Company or Railroad or to poles, wires, and other facilities of licensee on the corridor of the Company. Whenever work is liable to affect the operations or safety of trains, the method of doing such work shall first be submitted to the Railroad Engineer for approval, but such approval shall not relieve the Contractor from liability. Any work to be performed by the Contractor which requires flagging service or inspection service (watchman) shall be deferred by the Contractor until the flagging protection or inspection service required by the Railroad is available at the job site.
- B. Whenever work within Company's corridor is of such a nature that impediment to Railroad operations such as use of runaround tracks or necessity for reduced speed is unavoidable, the Contractor shall schedule and conduct his operations so that such impediment is reduced to the absolute minimum.
- C. Should conditions arising from, or in connection with the work, require that immediate and unusual provisions be made to protect operations and property of the Company and Railroad, the Contractor shall make such provisions. If in the judgment of the Railroad Engineer, or in his absence, the Railroad's Division Engineer, such provision is insufficient, either may require or provide such provisions as he deems necessary. In any event, such unusual provisions shall be at the Contractor's expense and without cost to the Department, Company, or Railroad.

4. TRACK CLEARANCES:

- A. The minimum track clearances to be maintained by the Contractor during construction are as follows:
- (1) Horizontal clearance measured from centerline of track to falsework:
 - 13'-0" on tangent track
 - 14'-0" on curved track
 - (2) Vertical clearance from top of rail to falsework: 22'-0"

- B. However, before undertaking any work within Company's corridor, or before placing any obstruction over any track, the Contractor shall:

- (1) Notify the Railroad Engineer at least 72 hours in advance of the work.
- (2) Receive assurance from the Railroad Engineer that arrangements have been made for flagging service as may be necessary.
- (3) Receive permission from the Railroad Engineer to proceed with the work.
- (4) Ascertain that the Department Engineer has received copies of notice to the Railroad and of the Railroad's response thereto.

5. CONSTRUCTION PROCEDURES:

A. General:

Construction work and operations by the Contractor on Company's corridor, tracks, and other facilities shall be:

- (1) Subject to the inspection and approval of the Railroad and the Company.
- (2) In accord with the Railroad's written outline of specific conditions.
- (3) In accord with the Railroad's general rules, regulations and requirements including those relating to safety, fall protection, and personal protective equipment.
- (4) In accord with these Special Provisions.

B. Excavation:

The subgrade of an operated track shall be maintained with edge of berm at least 7'-0" from centerline of track and not more than 24 inches below top of rail. The Contractor will not be required to make existing section meet this specification if substandard, in which case existing section will be maintained.

Additionally, the Railroad Engineer may require the Contractor to install orange construction safety fencing for protection of the work area.

C. Excavation for Structures:

The Contractor will be required to take special precaution and care in connection with excavating and shoring pits, and in driving piles or sheeting, for footings adjacent to tracks to provide adequate lateral support for the tracks and the loads which they carry, without disturbance of track alignment and surface, and to avoid obstructing track clearances with working equipment, tools or other material. All plans and calculations for shoring shall be prepared and signed by a North Carolina Registered Professional Engineer ("Professional Engineer"). The Professional Engineer will be responsible for the accuracy for all controlling dimensions as well as the selection of soil design values which will accurately reflect the actual field conditions. The procedure for doing such work, including need of and plans for shoring, shall first be reviewed by the Department

Engineer then reviewed and approved by the Railroad Engineer, with a copy provided to the Company, but such approval shall not relieve the Contractor from liability. Additionally, a walkway with handrail protection may be required as noted in Section 11 herein.

D. Demolition, Erection, Hoisting:

- (1) Tracks owned by Company and operated by Railroad, other Company corridor or property, or Railroad property must be protected from damage during the procedure.
- (2) The Contractor is required to submit a plan showing the locations of cranes, horizontally and vertically, operating radii, with delivery or disposal locations shown. The location of all tracks and other railroad facilities as well as wire lines, poles, adjacent structures, etc., must also be shown.
- (3) Crane rating sheets showing cranes to be adequate for 150% of the actual weight of the pick. A complete set of crane charts, including crane, counterweight, and boom nomenclature is to be submitted.
- (4) Plans and computations showing the weight of the picks must be submitted. Calculations shall be made from plans of the existing and/or proposed structure showing complete and sufficient details with supporting data for the demolition or erection of the structure. If plans do not exist, lifting weights must be calculated from filed measurements. The field measurements are to be made under the supervision of the Professional Engineer submitting the procedure and calculations.
- (5) A data sheet must be submitted listing the types, size and arrangements of all rigging and connection equipment.
- (6) A complete written procedure is to be submitted, including the order of lifts, time required for each lift, and any repositioning or rehitching of the crane or cranes.
- (7) All erection or demolition plans, procedures, data sheets, etc., submitted must be prepared, signed and sealed by a North Carolina Registered Professional Engineer.
- (8) The Railroad Engineer or his designated representative must be present at the site during the entire demolition and erection procedure period.
- (9) All procedures, plans and calculations shall first be reviewed by the Department Engineer and then approved by the Railroad Engineer, with a copy provided to the Company, but such approval does not relieve the Contractor from liability.

E. Blasting:

- (1) The Contractor shall obtain advance approval of the Railroad Engineer and Department Engineer for use of explosives on or adjacent to Company corridor, a copy of which will be provided to Company. The request for permission to use explosives shall include a detailed blasting plan. If permission for use of explosives is granted, the Contractor will be required to comply with the following:

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- (a) Blasting shall be done with light charges under the direct supervision of a responsible officer or employee of the Contractor and a licensed blaster.
- (b) Electric detonating fuses shall not be used because of the possibility of premature explosions resulting from operation of two-way train radios.
- (c) No blasting shall be done without the presence of the Railroad Engineer or his authorized representative. At least 72-hours advance notice to the person designated in the Railroad's notice of authorization to proceed (see Section 2B above) will be required to arrange for the presence of an authorized Railroad representative and such flagging as the Railroad may require.
- (d) Have at the job site adequate equipment, labor, and materials and allow sufficient time to clean up debris resulting from the blasting without delay to trains, as well as correcting at his expense any track misalignment or other damage to Company corridor resulting from the blasting as directed by the Railroad Engineer. If his actions result in delay of trains, the Contractor shall bear the entire cost thereof.

(2) The Railroad Engineer will:

- (a) Determine the approximate location of trains and advise the Contractor the approximate amount of time available for the blasting operation and clean-up.
- (b) Have the authority to order discontinuance of blasting if, in his opinion, blasting is too hazardous or is not in accord with these Special Provisions.

F. Maintenance of Railroad Facilities:

- (1) The Contractor will be required to maintain all ditches and drainage structures free of silt or other obstructions which may result from his operations and provide and maintain any erosion control measures as required. The Contractor will promptly repair eroded areas within Company's corridor and repair any other damage to the property of the Company or its tenants.
- (2) All such maintenance and repair of damages due to the Contractor's operations shall be done at the Contractor's expense.

G. Storage of Materials and Equipment:

Materials and equipment shall not be stored where they will interfere with Railroad operations, nor on the corridor of the Company without first having obtained permission from the Railroad Engineer and the Company, and such permission will be with the understanding that neither the Company nor Railroad will be liable for damage to such material and equipment from any cause and that the Railroad Engineer may move or require the Contractor to move, at the Contractor's expense, such material and equipment.

All grading or construction machinery that is left parked near the track unattended by a watchman shall be effectively immobilized so that it cannot be moved by unauthorized persons. The Contractor shall protect, defend, indemnify, and save Company and

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Railroad, and any associated, controlled or affiliated corporation, harmless from and against all loss, costs, expenses, attorneys' fees, claim or liability for loss of or damage to property or the loss of life or personal injury, arising out of or incident to the Contractor's failure to immobilize grading or construction machinery.

H. Cleanup:

Upon completion of the work, the Contractor shall remove from within the limits of the Company's corridor, all machinery, equipment, surplus materials, falsework, rubbish, or temporary buildings of the Contractor, and leave said corridor in a neat condition satisfactory to the Chief Engineer of the Railroad or his authorized representative and satisfactory to the Company's authorized representative. Cleanup also includes removal, replacement, or cleaning of soiled or contaminated ballast in the construction area

6. DAMAGES:

- A. The Contractor shall assume all liability for any and all damages to his work, employees, servants, equipment, and materials caused by Railroad traffic.
- B. Any cost incurred by the Company or Railroad for repairing damages to its corridor or to property of its tenants, caused by or resulting from the operations of the Contractor, shall be paid directly to the Company or Railroad by the Contractor.

7. FLAGGING SERVICES:

A. Requirements:

Flagging services will not be provided until the Contractor's insurance has been reviewed and approved by the Company and Railroad.

Under the terms of the agreement between the Department, Company, and Railroad, the Railroad has sole authority to determine the need for flagging required to protect its operations. In general, the requirements of such services will be whenever the Contractor's men or equipment are, or are likely to be, working on the Company's corridor, or across, over, adjacent to or under a track, or when such work has disturbed or is likely to disturb a Company structure, Company roadbed, or surface and alignment of any track to such extent that the movement of trains must be controlled by flagging.

Normally, the Railroad will assign one flagman to a project, but in some cases, more than one may be necessary, such as yard limits where three (3) flagmen may be required. However, if the Contractor works within distances which violate instructions given by the Railroad Engineer or performs work that has not been scheduled with the Railroad Engineer, a flagman, or flagmen may be required full time until the project has been completed. Should such violations or unscheduled, unauthorized work by the Contractor result in full time flagging being required by the Railroad, the additional cost of such flagging above normal flagging cost shall be deducted from the final payment to the Contractor as provided in Article 109-9 of the Standard Specifications. Neither the Department, Company, nor Railroad will be liable for damages resulting from unscheduled or unauthorized work.

B. Scheduling and Notification:

- (1) The Contractor's work requiring railroad flagging should be scheduled to limit the presence of a flagman at the site to a maximum of 50 hours per week. The Contractor shall request Railroad approval of work schedules requiring a flagman presence in excess of 40 hours per week.
- (2) No later than the time that approval is initially requested to begin work on Company corridor, the Contractor shall furnish to the Department, Company, and Railroad a schedule for all work required to complete the portion of the project within Company corridor and arrange for a job site meeting between the Contractor, Department, and Railroad. Flagman or flagmen may not be provided until the job site meeting has been conducted and the Contractor's work scheduled.
- (3) The Contractor will be required to give the Railroad Engineer at least 10 working days of advance written notice of intent to begin work within Company's corridor in accordance with these Special Provisions. Once begun, when such work is then suspended at any time, or for any reason, the Contractor will be required to give the Railroad Engineer at least 3 working days of advance notice before resuming work on Company's corridor. Such notices shall include sufficient details of the proposed work to enable the Railroad Engineer to determine if flagging will be required. If such notice is in writing, the Contractor shall furnish the Department Engineer a copy; if notice is given verbally, it shall be confirmed in writing with a copy to the Department Engineer.
- (4) If flagging is required, no work shall be undertaken until the flagman, or flagmen, is present at the job site. It may take up to 30 days to obtain flagging initially from the Railroad. When flagging begins, the flagman is usually assigned by the Railroad to work at the project site on a continual basis until no longer needed and cannot be called for on a spot basis. If flagging becomes unnecessary and is suspended, it may take up to 30 days to again obtain from the Railroad. Due to labor agreements, it is necessary to give 5 working days notice before flagging service may be discontinued and responsibility for payment stopped.
- (5) If, after the flagman is assigned to the project site, emergencies arise which require the flagman's presence elsewhere, the Contractor shall delay work on Company's corridor until such time as the flagman is again available. Any additional costs resulting from such delay shall be borne by the Contractor and not the Department, Company, or Railroad.

C. Payment:

- (1) The Department will be responsible for paying the Railroad directly for any and all costs of flagging which may be required to accomplish the construction. The Contractor shall reimburse the Railroad for any costs of the flagging which is required for work for the benefit of the Contractor.
- (2) The estimated cost of flagging service is the current rate per day based on a 10-hour work day. This cost includes the base pay for each flagman, overhead, and a per diem charge for travel expenses, meals, and lodging. The charge by the

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Railroad will be the actual cost based on the rate of pay for the Railroad's employees who are available for flagging service at the time the service is required.

- (3) Work by a flagman in excess of 8 hours per day or 40 hours per week, but not more than 12 hours a day will result in overtime pay at 1½ times the appropriate rate. Work by a flagman in excess of 12 hours per day will result in overtime pay at 2 times the appropriate rate. If work is performed on a holiday, the flagging rate is 2½ times the normal rate.
- (4) Railroad work involved in preparing and handling bills will also be charged to the Department. Charges to the Department by the Railroad shall be in accordance with applicable provisions of the Federal-Aid Policy Guide, Title 23 Subchapter B, Part 140I and Subchapter G, Part 646B issued by the Federal Highway Administration on December 9, 1991, including all current amendments. Flagging costs are subject to change. The above estimates of flagging costs are provided for information only and are not binding in any way.

D. Verification:

- (1) Railroad's flagman will electronically enter flagging time via Railroad's electronic billing system. Any complaints concerning flagman or flagmen must be resolved in a timely manner. If need for flagman or flagmen is questioned, please contact Railroad's System Engineer of Public Improvements at (404) 529-1641. All verbal complaints must be confirmed in writing by the Contractor within 5 working days with copy to the Department Engineer. Address all written correspondence to:

Office of Chief Engineer-Bridges & Structures
Attn: System Engineer of Public Improvements
Norfolk Southern Corporation
1200 Peachtree Street, NE
Internal Box 142
Atlanta, Georgia 30309

- (2) The Railroad flagman assigned to the project will be responsible for notifying the Department Engineer upon arrival at the job site on the first day, or as soon thereafter as possible, that flagging services begin and on the last day that he performs such services for each separate period that services are provided. The Department Engineer will document such notification and general flagging times for verification purposes in the project records. When requested, the Department Engineer will also sign the flagman's diary showing daily time spent and activity at the project site. Also if requested, the flagman will cooperate with the Department by submitting daily timesheets or signing the Department Engineer's diary showing daily time spent at the project site.

8. HAUL ACROSS RAILROADS:

- A. Where the plans show or imply that materials of any nature must be hauled across a railroad track, unless the plans clearly show that the Department has included arrangements for such haul in its agreement with the Railroad, the Contractor will be required to make all necessary arrangements with the Railroad regarding means of transporting such materials across the railroad track. The Contractor will be required to bear all costs incidental, including flagging, to such crossings whether services are performed by his own forces or by Railroad personnel.
- B. No crossing may be established for use of the Contractor for transporting materials or equipment across the railroad tracks of the Company unless specific authority for its installation, maintenance, necessary watching and flagging thereof and removal, all at the expense of the Contractor, must first obtain a temporary private crossing agreement from the Railroad Engineer and the Company. The approval process for a temporary private crossing agreement executed between the Contractor, Railroad, and Company normally takes 90 days.

9. WORK FOR THE BENEFIT OF THE CONTRACTOR:

- A. All temporary or permanent changes in wire lines or other facilities which are considered necessary to the project are shown on the plans and included in the force account agreement between the Department, Company, and Railroad; or will be covered by appropriate revisions to same which will be initiated and approved by the Department, Company, and/or Railroad.
- B. Should the Contractor desire any changes in addition to the above, he shall make separate arrangements with the Railroad for same to be accomplished at the Contractor's expense.

10. COOPERATION AND DELAYS:

- A. It shall be the Contractor's responsibility to arrange a schedule with the Railroad for accomplishing stage construction involving work by the Railroad or licensees of Company. In arranging his schedule, he shall ascertain from the Railroad the lead time required for assembling crews and materials and shall make due allowance therefore. The Contractor shall cooperate with others in the construction of the project to the end that all work may be accomplished to the best advantage.
- B. No charge or claims of the Contractor against the Department, Company, or Railroad will be allowed for hindrance or delay on account of railroad traffic, any work done by the Railroad, or other delay incident to or necessary for safe maintenance of railroad traffic or for any delays due to compliance with these Special Provisions.
- C. The Contractor's attention is called to the fact that neither the Department, Company, nor Railroad assumes any responsibility for any work performed by others in connection with the construction of the project, and the Contractor shall have no claim whatsoever against the Department, Company, or Railroad for any inconvenience, delay, or additional cost incurred by him on account of such operations by others.

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111**11. TRAINMAN'S WALKWAYS:**

Along the outer side of each exterior track of multiple operated tracks, and on each side of single operated track, an unobstructed continuous space suitable for trainman's use in walking along trains, extending to a line not less than 10' from centerline of track, shall be maintained. Any temporary impediments to walkways and track drainage encroachments or obstructions allowed during work hours while Railroad's protective service is provided shall be removed before the close of each work day. If there is any excavation near the walkway, a handrail, with 10'-0" minimum clearance from centerline of track, shall be placed.

12. GUIDELINES FOR PERSONNEL ON COMPANY'S CORRIDOR:

- A. All persons shall wear hard hats. Appropriate eye and hearing protection must be used. Working in shorts is prohibited. Shirts must cover shoulders, back, and abdomen. Working in tennis or jogging shoes, sandals, boots with high heels, and cowboy and other slip-on type boots is prohibited. Hard-sole, lace-up footwear, zippered boots, or boots cinched up with straps which fit snugly about the ankle are adequate. Wearing safety boots is strongly recommended. In the vicinity of at-grade crossings, it is strongly recommended to wear reflective vests.
- B. No one is allowed within 25' of the centerline of track without specific authorization from the flagman.
- C. All persons working near track while train is passing are to lookout for dragging bands, chains and protruding or shifted cargo.
- D. No one is allowed to cross tracks without specific authorization from the flagman.
- E. All welders and cutting torches working within 25' of track must stop when train is passing.
- F. No steel tape or chain will be allowed to cross or touch rails without permission.

13. GUIDELINES FOR EQUIPMENT ON COMPANY'S CORRIDOR:

- A. No crane or boom equipment will be allowed to set up to work or park within boom distance plus 15' of centerline of track without specific permission from Railroad Engineer and flagman.
- B. No crane or boom equipment will be allowed to foul track or lift a load over the track without flag protection and track time.
- C. All employees will stay with their machines when crane or boom equipment is pointed toward track.
- D. All cranes and boom equipment under load will stop work while train is passing, including pile driving.
- E. Swinging loads must be secured to prevent movement while train is passing.
- F. No loads will be suspended above a moving train.

- G. No equipment will be allowed within 25' of centerline of track without specific authorization of the flagman.
- H. Trucks, tractors, or any equipment will not touch ballast line without specific permission from railroad official and flagman.
- I. No equipment or load movement within 25' or above a standing train or railroad equipment without specific authorization of the flagman.
- J. All operating equipment within 25' of track must halt operations when a train is passing. All other operating equipment may be halted by the flagman if the flagman views the operation to be dangerous to the passing train.
- K. All equipment, loads, and cables are prohibited from touching rails.
- L. While clearing and grubbing, no vegetation will be removed from Railroad embankment with heavy equipment without specific permission from the Railroad Engineer and flagman.
- M. No equipment or materials will be parked or stored on Company's corridor unless specific authorization is granted from the Railroad Engineer.
- N. All unattended equipment that is left parked on Company's corridor shall be effectively immobilized so that it cannot be moved by unauthorized persons.
- O. All cranes and boom equipment will be turned away from track after each work day or whenever unattended by an operator.

14. INSURANCE:

- A. In addition to any other forms of insurance or bonds required under the terms of the contract and specifications, the Prime Contractor will be required to provide coverage conforming to the requirements of the Federal-Aid Policy Guide outlined under Title 23 Subchapter G, Part 646A for all work to be performed on Company's corridor by carrying insurance of the following kinds and amounts:

- (1) **Commercial General Liability Insurance** having a combined single limit of not less than \$2,000,000 per occurrence for all loss, damage, cost, and expense, including attorneys' fees, arising out of bodily injury liability and property damage liability during the policy period. Said policy shall include explosion, collapse, and underground hazard (XCU) coverage, shall be endorsed to name Company and Railroad specified in Section 14A2(c) below both as the certificate holder and as an additional insured, and shall include a severability of interests provision.
- (2) **Railroad Protective Liability Insurance** having a combined single limit of not less than \$2,000,000 each occurrence and \$6,000,000 in the aggregate applying separately to each annual period. If the project involves track over which passenger trains operate, the insurance limits required are not less than a combined single limit of \$5,000,000 each occurrence and \$10,000,000 in the aggregate applying separately to each annual period. Said policies shall provide coverage for all loss, damage, or expense arising from bodily injury and property damage liability, and physical damage to property attributed to acts or omissions at the job site.

The standards for the Railroad Protective Liability Insurance are as follows:

- (a) The insurer must be rated A- or better by A.M. Best Company, Inc.
- (b) The policies must be written using one of the following combinations of Insurance Services Office (ISO) Railroad Protective Liability Insurance Form Numbers:
 - (1) CG 00 35 01 96 and CG 28 31 10 93; or
 - (2) CG 00 35 07 98 and CG 28 31 07 98; or
 - (3) CG 00 35 10 01; or
 - (4) CG 00 35 12 04.

- (c) The named insured on each policy as required to be issued to each Company and to Railroad shall read: (NOTE: The below insured is to be treated separately as an insured on each railroad protective policy for a total of (2) two separate policies being issued.)

North Carolina Railroad Company
2809 Highwoods Boulevard, Suite 100
Raleigh, North Carolina 27604-1000
ATTN: Property Department; and

Norfolk Southern Railway Company
Three Commercial Place
Norfolk, Virginia 23510-2191
ATTN: Risk Management

- (d) The description of operations must appear on the Declarations, must match the project description in this agreement, and must include the appropriate Department project and contract identification numbers.

The Description and Designation shall read as follows:

Construction of a new overhead bridge on Upper Lake Road (SR 2024) over the tracks owned by North Carolina Railroad Company and operated by Norfolk Southern Railway Company in Davidson County, North Carolina, identified as State TIP C-4901B and Federal Project FRA-FR-HSR-0006-10-01-00.

- (e) The job location must appear on the Declarations and must include the city, state, and appropriate highway name/number.

NOTE: Do not include any references to milepost on the insurance policy.

- (f) The name and address of the prime contractor must appear on the Declarations.
- (g) The name and address of the Department must be identified on the Declarations as the "Involved Governmental Authority or Other Contracting Party."
- (h) Other endorsements/forms that will be accepted are:

- (1) Broad Form Nuclear Exclusion – Form IL 00 21;
- (2) 30-day Advance Notice of Non-renewal or cancellation;
- (3) 60-day written notice to the Department prior to cancellation or change;
and/or
- (4) Quick Reference or Index Form CL/IL 240.

(i) Endorsements/forms that are **NOT** acceptable are:

- (1) Any Pollution Exclusion Endorsement except CG 28 31;
- (2) Any Punitive or Exemplary Damages Exclusion;
- (3) Known injury or Damage Exclusion form CG 00 59;
- (4) Any Common Policy Conditions form; and/or
- (5) Any other endorsement/form not specifically authorized in Section 14A2(h) above.

- B. If any part of the work is sublet, similar insurance, and evidence thereof as specified in Section 14A1 above, shall be provided by or on behalf of the subcontractor to cover its operations on Company's corridor. As an alternative, the Prime Contractor may provide insurance for the subcontractor by means of separate and individual policies.
- C. Prior to entry on Company's corridor, the original and one duplicate copy of the Railroad Protective Liability Insurance Policy shall be submitted by the Prime Contractor to the Department at the address below for its review and transmittal to the Company and Railroad. In addition, certificates of insurance evidencing the Prime Contractor's and any subcontractors' Commercial General Liability Insurance shall be issued to the Department, Company, and Railroad at the addresses below, and one certified copy of the Prime Contractor and any Subcontractor's policy is to be forwarded to the Department for its review and transmittal to the Company and Railroad. All policies and certificates of insurance shall state that the insurance coverage will not be suspended, voided, canceled, or reduced in coverage or limits without (30) days advance written notice to the Department, Company, and Railroad. The Railroad will not permit any work on Company's corridor until the Company and Railroad has reviewed and approved the evidence of insurance required herein.

D.

DEPARTMENT:

Assistant Director
Planning & Development
NCDOT Rail Division
1556 Mail Service Center
Raleigh, NC 27699-1556

RAILROAD:

Risk Management
Norfolk Southern Railway Company
Three Commercial Place
Norfolk, Virginia 23510-2191

COMPANY:

North Carolina Railroad Company
2809 Highwoods Boulevard, Suite 100
Raleigh, North Carolina 27604
ATTN: Property Department

- E. The insurance required herein shall in no way serve to limit the liability of Department or its Contractors under the terms of this agreement.
- F. The insurance amounts specified are minimum amounts and the Contractor may carry insurance in larger amounts if he so desires. As to "aggregate limits," if the insurer establishes loss reserves equal to or in excess of the aggregate limit specified in any of the required insurance policies, the Contractor shall immediately notify the Department and shall cease all operations until the aggregate limit is reinstated. If the insurer establishes loss reserves equal to or in excess of one-half of the aggregate limit, the Contractor shall arrange to restore the aggregate limit to at least the minimum amount stated in these requirements. Any insurance policies and certificates taken out and furnished due to these requirements shall be approved by the Department, Company, and Railroad as to form and amount prior to beginning work on Company's corridor.
- G. All insurance herein before specified shall be carried until the final inspection and acceptance of the project by the Department, Company and Railroad, or acceptance of that portion of the project within Company's corridor. At this point, no work or any other activities by the Contractor shall take place in Company's corridor without written permission from the Department, Company, and Railroad.

15. FAILURE TO COMPLY:

- A. In the event the Contractor violates or fails to comply with any of the requirements of these Special Provisions:
 - (1) The Railroad Engineer may require that the Contractor vacate Company's corridor; and
 - (2) The Department Engineer may withhold all monies due the Contractor on monthly statements.

Any such orders shall remain in effect until the Contractor has remedied the situation to the satisfaction of the Department Engineer and Railroad Engineer.

16. PAYMENT FOR COST OF COMPLIANCE:

No separate payment will be made for any extra cost incurred on account of compliance with these Special Provisions. All such cost shall be included in the various prices bid to perform the work.

17. COMPLETION AND ACCEPTANCE:

Upon completion of the work, the Contractor shall remove from within the limits of the Company's corridor all machinery, equipment, surplus materials, rubbish, or temporary

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buildings of the Contractor, and leave said corridor in a neat and orderly condition. After the final inspection has been made and work found to be completed in a satisfactory manner acceptable to the Department, Company, and Railroad, the Department will be notified of the Railroad's acceptance in writing by the Railroad's Chief Engineer or his authorized representative within ten (10) days or as soon thereafter as practicable.

C-4901B

Railroad Site Data:

The following information was received from the Railroad on Jan 28, 2013, and is provided as a convenience to the Contractor in bidding this project. This information is subject to change and the Contractor may, at his discretion, contact the Railroad directly to verify its current accuracy. Since this information is shown as a convenience to the Contractor, but is subject to change, the Contractor shall have no claims whatsoever against either the Railroad or the Department of Transportation for any delays or additional costs incurred based on changes in this information which occur after the above date of receipt.

Type and number of tracks within 50 ft. of project (mainline, branchline, siding, yard, etc.).

1 - Mainline

Number of trains on affected track per day.

46

Type of trains (passenger or freight).

6 - Passenger

40 - Freight

Maximum authorized operating speed of trains.

79 mph - Passenger

50mph - Freight

Type and number of RR employees assigned to job.

1 - Flagman

PROJECT SPECIAL PROVISION

(10-18-95)

Z-1

PERMITS

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

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

**U.S. ARMY CORPS OF ENGINEERS
WILMINGTON DISTRICT**

Action ID: 200901730County: DavidsonUSGS Quad: Lexington East

GENERAL PERMIT (REGIONAL AND NATIONWIDE) VERIFICATION

Property Owner / Authorized Agent: Marc Hamel / NC DOT Rail DivisionAddress: 1553 Mail Service CenterRaleigh, North Carolina 27699-1553Telephone No.: 919 707-4705

Size and location of property (water body, road name/number, town, etc.): Bowers Station to Lake Station Norfolk Southern rail road adjacent to Jimmy's Creek west of Thomasville, Davidson County, North Carolina. TIP C-4901. Jimmy's Creek is a tributary of the Yadkin River.

Description of projects area and activity: Mechanized landclearing, excavation and the discharge of fill material associated with the construction for safety improvements by removing a private driveway and three at-grade road crossings of the existing railway. The proposed project includes site 1 culvert fill resulting in 189 linear feet of permanent stream channel impact, 34 linear feet of temporary stream channel impact, and 0.02 acre of permanent wetland fill; site 2 fill resulting in 151 linear feet of permanent stream channel impact and 0.47 acre of permanent wetland fill; and site 3 culvert fill resulting in 87 linear feet permanent stream channel impact, 0.16 acre of permanent wetland fill, and 0.05 acre of temporary wetland fill. Total jurisdictional waters impacts for the safety project includes 461 linear feet of stream channel (427 permanent and 34 temporary) and 0.70 acre of wetland impact (0.65 permanent and 0.05 temporary) to the jurisdictional waters of Jimmy's Creek.

Special Condition:

"In order to compensate for 427 linear feet of permanent stream impacts / 0.65 acres of permanent wetlands impacts the permittee shall make payment to the North Carolina Ecosystem Enhancement Program (NCEEP) in the amount determined by the NCEEP, sufficient to perform the restoration of 427 linear feet of warm water stream / 1.14 acres of riparian non-riverine wetlands in the Lower Yadkin River Basin, Cataloging Unit 03040103. Construction within jurisdictional areas on the property may begin upon permit issuance, however within 30 days of permit issuance, NCDOT shall provide written confirmation to the Corps that NCEEP agrees to accept responsibility for the mitigation work required, in compliance with the NCEEP In-Lieu Fee Instrument, approved by the United States Army Corps of Engineers, Wilmington District on July, 28, 2010. Until the Corps receives this confirmation letter from NCEEP, NCDOT remains responsible for this mitigation requirement. If the Corps has not received a confirmation from NCEEP within 150 days of the date of this verification, NCDOT shall provide plans to accomplish the required mitigation to the Corps of Engineers within 210 days of the date of this verification."

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

Authorization: Regional General Permit Number: _____
Nationwide Permit Number: NW 14 & 33

Your work is authorized by the above referenced permit provided it is accomplished in strict accordance with the attached conditions and your submitted plans. Any violation of the attached conditions or deviation from your submitted plans may subject the permittee to a stop work order, a restoration order and/or appropriate legal action.

This verification will remain valid until the expiration date identified below unless the nationwide authorization is modified, suspended or revoked. If, prior to the expiration date identified below, the nationwide permit authorization is reissued and/or modified, this verification will remain valid until the expiration date identified below, provided it complies with all requirements of the modified nationwide permit. If the nationwide permit authorization expires or is suspended, revoked, or is modified, such that the activity would no longer comply with the terms and conditions of the nationwide permit, activities which have commenced (i.e., are

under construction) or are under contract to commence in reliance upon the nationwide permit, will remain authorized provided the activity is completed within twelve months of the date of the nationwide permit's expiration, modification or revocation, unless discretionary authority has been exercised on a case-by-case basis to modify, suspend or revoke the authorization.

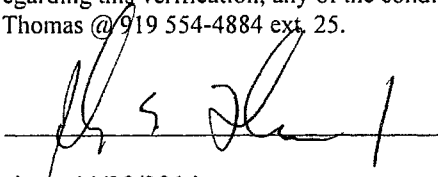
Activities subject to Section 404 (as indicated above) may also require an individual Section 401 Water Quality Certification. You should contact the NC Division of Water Quality (telephone (919) 733-1786) to determine Section 401 requirements.

For activities occurring within the twenty coastal counties subject to regulation under the Coastal Area Management Act (CAMA), prior to beginning work you must contact the N.C. Division of Coastal Management .

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

If there are any questions regarding this verification, any of the conditions of the Permit, or the Corps of Engineers regulatory program, please contact John Thomas @ 919 554-4884 ext. 25.

Corps Regulatory Official



Date: 11/20/2012

Expiration Date of Verification: 11/20/2014

The Wilmington District is committed to providing the highest level of support to the public. To help us ensure we continue to do so, please complete the attached customer Satisfaction Survey or visit <http://www.saw.usace.army.mil/WETLANDS/index.html> to complete the survey online.

Determination of Jurisdiction:

- ☐ Based on preliminary information, there appear to be waters of the US including wetlands within the above described project area. This preliminary determination is not an appealable action under the Regulatory Program Administrative Appeal Process (Reference 33 CFR Part 331).
- ☐ There are Navigable Waters of the United States within the above described project area subject to the permit requirements of Section 10 of the Rivers and Harbors Act and Section 404 of the Clean Water Act. Unless there is a change in the law or our published regulations, this determination may be relied upon for a period not to exceed five years from the date of this notification.
- ☒ There are waters of the US and/or wetlands within the above described project area subject to the permit requirements of Section 404 of the Clean Water Act (CWA)(33 USC § 1344). Unless there is a change in the law or our published regulations, this determination may be relied upon for a period not to exceed five years from the date of this notification.
- ☐ The jurisdictional areas within the above described project area have been identified under a previous action. Please reference jurisdictional determination issued _____. Action ID _____

Basis of Jurisdictional Determination: Property has tributary which flows to the Yadkin River and the Atlantic Ocean.

Appeals Information (This information applies only to approved jurisdictional determinations.)

Attached to this verification is an approved jurisdictional determination. If you are not in agreement with that approved jurisdictional determination, you can make an administrative appeal under 33 CFR 331. Enclosed you will find a Notification of Appeal Process (NAP) fact sheet and request for appeal (RFA) form. If you request to appeal this determination you must submit a completed RFA form to the following address:

District Engineer, Wilmington Regulatory Division
Attn: Jean Gibby, Project Manager,
Raleigh Regulatory Field Office
3331 Heritage Trade Drive, Suite 105
Wake Forest, North Carolina 27587

In order for an RFA to be accepted by the Corps, the Corps must determine that it is complete, that it meets the criteria for appeal under 33 CFR part 331.5, and that it has been received by the District Office within 60 days of the date of the NAP. Should you decide to submit an RFA form, it must be received at the above address by January 20, 2013.

****It is not necessary to submit an RFA form to the District Office if you do not object to the determination in this correspondence.****

Corps Regulatory Official: _____

Date 11/20/2012

SURVEY PLATS, FIELD SKETCH, WETLAND DELINEATION FORMS, PROJECT PLANS, ETC., MUST BE ATTACHED TO THE FILE COPY OF THIS FORM, IF REQUIRED OR AVAILABLE.

Copy Furnished:

Scott Davis, Axiom Environmental, Inc., 218 Snow Avenue, Raleigh, NC 27603

NOTIFICATION OF ADMINISTRATIVE APPEAL OPTIONS AND PROCESS AND REQUEST FOR APPEAL

Applicant: Marc Hamel / NC DOT Rail	File Number: SAW 2009 01730	Date: November 20, 2012
Division		
Attached is:		See Section below
<input type="checkbox"/> INITIAL PROFFERED PERMIT (Standard Permit or Letter of permission)	A	
<input type="checkbox"/> PROFFERED PERMIT (Standard Permit or Letter of permission)	B	
<input type="checkbox"/> PERMIT DENIAL	C	
<input checked="" type="checkbox"/> APPROVED JURISDICTIONAL DETERMINATION	D	
<input type="checkbox"/> PRELIMINARY JURISDICTIONAL DETERMINATION	E	

SECTION I - The following identifies your rights and options regarding an administrative appeal of the above decision. Additional information may be found at <http://www.usace.army.mil/inet/functions/cw/cecwo/reg> or Corps regulations at 33 CFR Part 331.

A: INITIAL PROFFERED PERMIT: You may accept or object to the permit.

- **ACCEPT:** If you received a Standard Permit, you may sign the permit document and return it to the district engineer for final authorization. If you received a Letter of Permission (LOP), you may accept the LOP and your work is authorized. Your signature on the Standard Permit or acceptance of the LOP means that you accept the permit in its entirety, and waive all rights to appeal the permit, including its terms and conditions, and approved jurisdictional determinations associated with the permit.
- **OBJECT:** If you object to the permit (Standard or LOP) because of certain terms and conditions therein, you may request that the permit be modified accordingly. You must complete Section II of this form and return the form to the district engineer. Your objections must be received by the district engineer within 60 days of the date of this notice, or you will forfeit your right to appeal the permit in the future. Upon receipt of your letter, the district engineer will evaluate your objections and may: (a) modify the permit to address all of your concerns, (b) modify the permit to address some of your objections, or (c) not modify the permit having determined that the permit should be issued as previously written. After evaluating your objections, the district engineer will send you a proffered permit for your reconsideration, as indicated in Section B below.

B: PROFFERED PERMIT: You may accept or appeal the permit

- **ACCEPT:** If you received a Standard Permit, you may sign the permit document and return it to the district engineer for final authorization. If you received a Letter of Permission (LOP), you may accept the LOP and your work is authorized. Your signature on the Standard Permit or acceptance of the LOP means that you accept the permit in its entirety, and waive all rights to appeal the permit, including its terms and conditions, and approved jurisdictional determinations associated with the permit.
- **APPEAL:** If you choose to decline the proffered permit (Standard or LOP) because of certain terms and conditions therein, you may appeal the declined permit under the Corps of Engineers Administrative Appeal Process by completing Section II of this form and sending the form to the division engineer. This form must be received by the division engineer within 60 days of the date of this notice.

C: PERMIT DENIAL: You may appeal the denial of a permit under the Corps of Engineers Administrative Appeal Process by completing Section II of this form and sending the form to the division engineer. This form must be received by the division engineer within 60 days of the date of this notice.

D: APPROVED JURISDICTIONAL DETERMINATION: You may accept or appeal the approved JD or provide new information.

- **ACCEPT:** You do not need to notify the Corps to accept an approved JD. Failure to notify the Corps within 60 days of the date of this notice, means that you accept the approved JD in its entirety, and waive all rights to appeal the approved JD.
- **APPEAL:** If you disagree with the approved JD, you may appeal the approved JD under the Corps of Engineers Administrative Appeal Process by completing Section II of this form and sending the form to the district engineer. This form must be received by the division engineer within 60 days of the date of this notice.

E: PRELIMINARY JURISDICTIONAL DETERMINATION: You do not need to respond to the Corps regarding the preliminary JD. The Preliminary JD is not appealable. If you wish, you may request an approved JD (which may be appealed), by contacting the Corps district for further instruction. Also you may provide new information for further consideration by the Corps to reevaluate the JD.

SECTION II - REQUEST FOR APPEAL or OBJECTIONS TO AN INITIAL PROFFERED PERMIT

REASONS FOR APPEAL OR OBJECTIONS: (Describe your reasons for appealing the decision or your objections to an initial proffered permit in clear concise statements. You may attach additional information to this form to clarify where your reasons or objections are addressed in the administrative record.)

ADDITIONAL INFORMATION: The appeal is limited to a review of the administrative record, the Corps memorandum for the record of the appeal conference or meeting, and any supplemental information that the review officer has determined is needed to clarify the administrative record. Neither the appellant nor the Corps may add new information or analyses to the record. However, you may provide additional information to clarify the location of information that is already in the administrative record.

POINT OF CONTACT FOR QUESTIONS OR INFORMATION:

If you have questions regarding this decision and/or the appeal process you may contact:
John Thomas @ 919 554-4884 ext. 25

If you only have questions regarding the appeal process you may also contact:
Administrative Appeal Review Officer
CESAD-ET-CO-R
U.S. Army Corps of Engineers, South Atlantic Division
60 Forsyth Street, Room 9M15
Atlanta, Georgia 30303-8801

RIGHT OF ENTRY: Your signature below grants the right of entry to Corps of Engineers personnel, and any government consultants, to conduct investigations of the project site during the course of the appeal process. You will be provided a 15 day notice of any site investigation, and will have the opportunity to participate in all site investigations.

_____ Signature of appellant or agent.	Date:	Telephone number:
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For appeals on Initial Proffered Permits and approved Jurisdictional Determinations send this form to:

**District Engineer, Wilmington Regulatory Division, Attn: Jean Gibby, Project Manager, Raleigh
Regulatory Field Office, 3331 Heritage Trade Drive, Suite 105, Wake Forest, North Carolina 27587**

For Permit denials and Proffered Permits send this form to:

**Division Engineer, Commander, U.S. Army Engineer Division, South Atlantic, Administrative Appeal
Officer, CESAD-ET-CO-R, 60 Forsyth Street, Room 9M15, Atlanta, Georgia 30303-8801**

Action ID Number: SAW 2009 01730**County:** Davidson**Permittee:** Marc Hamel / NC DOT Rail Division**Date Verification Issued:** November 20, 2012**Project Manager:** John Thomas

X Upon completion of the activity authorized by this permit and any mitigation required by the permit, sign this certification and return it to the following address:

**US ARMY CORPS OF ENGINEERS
WILMINGTON DISTRICT
Raleigh REGULATORY FIELD OFFICE
3331 Heritage Trade Drive
Wake Forest, NORTH CAROLINA 27587**

Please note that your permitted activity is subject to a compliance inspection by a U. S. Army Corps of Engineers representative. If you fail to comply with this permit you are subject to permit suspension, modification, or revocation.

I hereby certify that the work authorized by the above referenced permit has been completed in accordance with the terms and condition of the said permit, and required mitigation was completed in accordance with the permit conditions.

Signature of Permittee

Date

U.S. ARMY CORPS OF ENGINEERS

Wilmington District

Compensatory Mitigation Responsibility Transfer Form

Permittee: North Carolina Department of Transportation, Rail Division
 Project Name: Bowers Station to Lake Station safety upgrades TIP C-4901

Action ID: SAW- 200901730
 County: Davidson

Instructions to Permittee: The Permittee must provide a copy of this form to the Mitigation Sponsor, either an approved Mitigation Bank or the North Carolina Ecosystem Enhancement Program (NCEEP), who will then sign the form to verify the transfer of the mitigation responsibility. Once the Sponsor has signed this form, it is the Permittee's responsibility to ensure that to the U.S. Army Corps of Engineers (USACE) Project Manager identified on page two is in receipt of a signed copy of this form before conducting authorized impacts, unless otherwise specified below. If more than one mitigation Sponsor will be used to provide the mitigation associated with the permit, or if the impacts and/or the mitigation will occur in more than one 8-digit Hydrologic Unit Code (HUC), multiple forms will be attached to the permit, and the separate forms for each Sponsor and/or HUC must be provided to the appropriate mitigation Sponsors.

Instructions to Sponsor: The Sponsor must verify that the mitigation requirements shown below are available at the identified site. By signing below, the Sponsor is accepting full responsibility for the identified mitigation, regardless of whether or not they have received payment from the Permittee. Once the form is signed, the Sponsor must update the appropriate ledger and provide a copy of the signed form to the Permittee and to the USACE Bank/In-Lieu Fee Program Manager. The Sponsor must also comply with all reporting requirements established in their authorizing instrument.

Permitted Impacts and Compensatory Mitigation Requirements:**Permitted Impacts Requiring Mitigation*****8-digit HUC and Basin: 03040103, Lower Yadkin River Basin**

Stream Impacts (linear feet)			Wetland Impacts (acres)			
Warm	Cool	Cold	Riparian Riverine	Riparian Non-riverine	Non-Riparian	Coastal
427				0.65		

*If more than one mitigation sponsor will be used for the permit, only include impacts to be mitigated by this sponsor.

Compensatory Mitigation Requirements:**8-digit HUC and Basin: 03040103 Lower Yadkin River Basin**

Stream Mitigation (credits)			Wetland Mitigation (credits)			
Warm	Cool	Cold	Riparian Riverine	Riparian Non-riverine	Non-Riparian	Coastal
427				1.14		

Mitigation Site Debited: NCEEP

(List the name of the bank to be debited. For umbrella banks, also list the specific site. For NCEEP, list NCEEP. If the NCEEP acceptance letter identifies a specific site, also list the specific site to be debited).

Section to be completed by the Mitigation Sponsor

Statement of Mitigation Liability Acceptance: I, the undersigned, verify that I am authorized to approve mitigation transactions for the Mitigation Sponsor shown below, and I certify that the Sponsor agrees to accept full responsibility for providing the mitigation identified in this document (see the table above), associated with the USACE Permittee and Action ID number shown. I also verify that released credits (and/or advance credits for NCEEP), as approved by the USACE, are currently available at the mitigation site identified above. Further, I understand that if the Sponsor fails to provide the required compensatory mitigation, the USACE Wilmington District Engineer may pursue measures against the Sponsor to ensure compliance associated with the mitigation requirements.

Mitigation Sponsor Name: _____

Name of Sponsor's Authorized Representative: _____

Signature of Sponsor's Authorized Representative

Date of Signature

**USACE Wilmington District
Compensatory Mitigation Responsibility Transfer Form, Page 2**

Conditions for Transfer of Compensatory Mitigation Credit:

- Once this document has been signed by the Mitigation Sponsor and the USACE is in receipt of the signed form, the Permittee is no longer responsible for providing the mitigation identified in this form, though the Permittee remains responsible for any other mitigation requirements stated in the permit conditions.
- Construction within jurisdictional areas authorized by the permit identified on page one of this form can begin only after the USACE is in receipt of a copy of this document signed by the Sponsor, confirming that the Sponsor has accepted responsibility for providing the mitigation requirements listed herein. For authorized impacts conducted by the North Carolina Department of Transportation (NCDOT), construction within jurisdictional areas may proceed upon permit issuance; however, a copy of this form signed by the Sponsor must be provided to the USACE within 30 days of permit issuance. NCDOT remains fully responsible for the mitigation until the USACE has received this form, confirming that the Sponsor has accepted responsibility for providing the mitigation requirements listed herein.
- Signed copies of this document must be retained by the Permittee, Mitigation Sponsor, and in the USACE administrative records for both the permit and the Bank/ILF Instrument. It is the Permittee's responsibility to ensure that the USACE Project Manager (address below) is provided with a signed copy of this form.
- If changes are proposed to the type, amount, or location of mitigation after this form has been signed and returned to the USACE, the Sponsor must obtain case-by-case approval from the USACE Project Manager and/or North Carolina Interagency Review Team (NCIRT). If approved, higher mitigation ratios may be applied, as per current District guidance and a new version of this form must be completed and included in the USACE administrative records for both the permit and the Bank/ILF Instrument.

Comments/Additional Conditions:

This form is not valid unless signed by the mitigation Sponsor and USACE Project Manager. For questions regarding this form or any of the conditions of the permit authorization, contact the Project Manager at the address below.

USACE Project Manager: John Thomas
USACE Field Office: Raleigh Regulatory Field Office
US Army Corps of Engineers
3331 Heritage Trade Drive, Suite 105
Wake Forest, North Carolina 27587
Email: john.t.thomas.jr@saw02.usace.army.mil



USACE Project Manager Signature

November 20, 2012

Date of Signature

Current Wilmington District mitigation guidance, including information on mitigation ratios, functional assessments, and mitigation bank location and availability, and credit classifications (including stream temperature and wetland groupings) is available at <http://ribits.usace.army.mil>.

**NATIONWIDE PERMIT 14
DEPARTMENT OF THE ARMY
CORPS OF ENGINEERS
FINAL NOTICE OF ISSUANCE AND MODIFICATION OF NATIONWIDE PERMITS
FEDERAL REGISTER
AUTHORIZED MARCH 19, 2012**

Linear Transportation Projects. Activities required for the construction, expansion, modification, or improvement of linear transportation projects (e.g., roads, highways, railways, trails, airport runways, and taxiways) in waters of the United States. For linear transportation projects in non-tidal waters, the discharge cannot cause the loss of greater than 1/2-acre of waters of the United States. For linear transportation projects in tidal waters, the discharge cannot cause the loss of greater than 1/3-acre of waters of the United States. Any stream channel modification, including bank stabilization, is limited to the minimum necessary to construct or protect the linear transportation project; such modifications must be in the immediate vicinity of the project.

This NWP also authorizes temporary structures, fills, and work necessary to construct the linear transportation project. Appropriate measures must be taken to maintain normal downstream flows and minimize flooding to the maximum extent practicable, when temporary structures, work, and discharges, including cofferdams, are necessary for construction activities, access fills, or dewatering of construction sites. Temporary fills must consist of materials, and be placed in a manner, that will not be eroded by expected high flows. Temporary fills must be removed in their entirety and the affected areas returned to pre-construction elevations. The areas affected by temporary fills must be revegetated, as appropriate.

This NWP cannot be used to authorize non-linear features commonly associated with transportation projects, such as vehicle maintenance or storage buildings, parking lots, train stations, or aircraft hangars.

- * **Notification:** The permittee must submit a pre-construction notification to the district engineer prior to commencing the activity if: (1) the loss of waters of the United States exceeds 1/10-acre; or (2) there is a discharge in a special aquatic site, including wetlands. (See general condition 31.) (Sections 10 and 404)

Note: Some discharges for the construction of farm roads or forest roads, or temporary roads for moving mining equipment, may qualify for an exemption under Section 404(f) of the Clean Water Act (see 33 CFR 323.4).

**NATIONWIDE PERMIT 33
DEPARTMENT OF THE ARMY
CORPS OF ENGINEERS
FINAL NOTICE OF ISSUANCE AND MODIFICATION OF NATIONWIDE PERMITS
FEDERAL REGISTER
AUTHORIZED MARCH 19, 2012**

Temporary Construction, Access, and Dewatering. Temporary structures, work, and discharges, including cofferdams, necessary for construction activities or access fills or dewatering of construction sites, provided that the associated primary activity is authorized by the Corps of Engineers or the U.S. Coast Guard. This NWP also authorizes temporary structures, work, and discharges, including cofferdams, necessary for construction activities not otherwise subject to the Corps or U.S. Coast Guard permit requirements. Appropriate measures must be taken to maintain near normal downstream flows and to minimize flooding. Fill must consist of materials, and be placed in a manner, that will not be eroded by expected high flows. The use of dredged material may be allowed if the district engineer determines that it will not cause more than minimal adverse effects on aquatic resources. Following completion of construction, temporary fill must be entirely removed to an area that has no waters of the United States, dredged material must be returned to its original location, and the affected areas must be restored to pre-construction elevations. The affected areas must also be revegetated, as appropriate. This permit does not authorize the use of cofferdams to dewater wetlands or other aquatic areas to change their use. Structures left in place after construction is completed require a separate section 10 permit if located in navigable waters of the United States. (See 33 CFR part 322.)

* **Notification:** The permittee must submit a pre-construction notification to the district engineer prior to commencing the activity (see general condition 31). The pre-construction notification must include a restoration plan showing how all temporary fills and structures will be removed and the area restored to pre-project conditions. (Sections 10 and 404)

NATIONWIDE PERMIT CONDITIONS

The following General Conditions must be followed in order for any authorization by a NWP to be valid:

1. Navigation. (a) No activity may cause more than a minimal adverse effect on navigation.

(b) Any safety lights and signals prescribed by the U.S. Coast Guard, through regulations or otherwise, must be installed and maintained at the permittee's expense on authorized facilities in navigable waters of the United States.

(c) The permittee understands and agrees that, if future operations by the United States require the removal, relocation, or other alteration, of the structure or work herein authorized, or if, in the opinion of the Secretary of the Army or his authorized representative, said structure or work shall cause unreasonable obstruction to the free navigation of the navigable waters, the permittee will be required, upon due notice from the Corps of Engineers, to remove, relocate, or alter the structural work or obstructions caused thereby, without expense to the United States. No claim shall be made against the United States on account of any such removal or alteration.

2. Aquatic Life Movements. No activity may substantially disrupt the necessary life cycle movements of those species of aquatic life indigenous to the waterbody, including those species that normally migrate through the area, unless the activity's primary purpose is to impound water. All permanent and temporary crossings of waterbodies shall be suitably culverted, bridged, or otherwise designed and constructed to maintain low flows to sustain the movement of those aquatic species.

3. Spawning Areas. Activities in spawning areas during spawning seasons must be avoided to the maximum extent practicable. Activities that result in the physical destruction (e.g., through excavation, fill, or downstream smothering by substantial turbidity) of an important spawning area are not authorized.

4. Migratory Bird Breeding Areas. Activities in waters of the United States that serve as breeding areas for migratory birds must be avoided to the maximum extent practicable.

5. Shellfish Beds. No activity may occur in areas of concentrated shellfish populations, unless the activity is directly related to a shellfish harvesting activity authorized by NWPs 4 and 48, or is a shellfish seeding or habitat restoration activity authorized by NWP 27.

6. Suitable Material. No activity may use unsuitable material (e.g., trash, debris, car bodies, asphalt, etc.). Material used for construction or discharged must be free from toxic pollutants in toxic amounts (see Section 307 of the Clean Water Act).

7. Water Supply Intakes. No activity may occur in the proximity of a public water supply intake, except where the activity is for the repair or improvement of public water supply intake structures or adjacent bank stabilization.

8. Adverse Effects From Impoundments. If the activity creates an impoundment of water, adverse effects to the aquatic system due to accelerating the passage of water, and/or restricting its flow must be minimized to the maximum extent practicable.

9. Management of Water Flows. To the maximum extent practicable, the pre-construction course, condition, capacity, and location of open waters must be maintained for each activity, including stream channelization and storm water management activities, except as provided below. The activity must be constructed to withstand expected high flows. The activity must not restrict or impede the passage of normal or high flows, unless the primary purpose of the activity is to impound water or manage high flows. The activity may alter the pre-construction course, condition, capacity, and location of open waters if it benefits the aquatic environment (e.g., stream restoration or relocation activities).

10. Fills Within 100-Year Floodplains. The activity must comply with applicable FEMA-approved state or local floodplain management requirements.

11. Equipment. Heavy equipment working in wetlands or mudflats must be placed on mats, or other measures must be taken to minimize soil disturbance.

12. Soil Erosion and Sediment Controls. Appropriate soil erosion and sediment controls must be used and maintained in effective operating condition during construction, and all exposed soil and other fills, as well as any work below the ordinary high water mark or high tide line, must be permanently stabilized at the earliest practicable date. Permittees are encouraged to perform work within waters of the United States during periods of low-flow or no-flow.

13. Removal of Temporary Fills. Temporary fills must be removed in their entirety and the affected areas returned to pre-construction elevations. The affected areas must be revegetated, as appropriate.

14. Proper Maintenance. Any authorized structure or fill shall be properly maintained, including maintenance to ensure public safety and compliance with applicable NWP general conditions, as well as any activity-specific conditions added by the district engineer to an NWP authorization.

15. Single and Complete Project. The activity must be a single and complete project. The same NWP cannot be used more than once for the same single and complete project.

16. Wild and Scenic Rivers. No activity may occur in a component of the National Wild and Scenic River System, or in a river officially designated by Congress as a “study river” for possible inclusion in the system while the river is in an official study status, unless the appropriate Federal agency with direct management responsibility for such river, has determined in writing that the proposed activity will not adversely affect the Wild and Scenic River designation or study status. Information on Wild and Scenic Rivers may be obtained from the appropriate Federal land management agency responsible for the designated Wild and Scenic River or study river (e.g., National Park Service, U.S. Forest Service, Bureau of Land Management, U.S. Fish and Wildlife Service).

17. Tribal Rights. No activity or its operation may impair reserved tribal rights, including, but not limited to, reserved water rights and treaty fishing and hunting rights.

18. Endangered Species. (a) No activity is authorized under any NWP which is likely to directly or indirectly jeopardize the continued existence of a threatened or endangered species or a species proposed for such designation, as identified under the Federal Endangered Species Act (ESA), or which will directly or indirectly destroy or adversely modify the critical habitat of such species. No activity is authorized under any NWP which “may affect” a listed species or critical habitat, unless Section 7 consultation addressing the effects of the proposed activity has been completed.

(b) Federal agencies should follow their own procedures for complying with the requirements of the ESA. Federal permittees must provide the district engineer with the appropriate documentation to demonstrate compliance with those requirements. The district engineer will review the documentation and determine whether it is sufficient to address ESA compliance for the NWP activity, or whether additional ESA consultation is necessary.

* (c) Non-federal permittees must submit a pre-construction notification to the district engineer if any listed species or designated critical habitat might be affected or is in the vicinity of the project, or if the project is located in designated critical habitat, and shall not begin work on the activity until notified by the district engineer that the requirements of the ESA have been satisfied and that the activity is authorized. For activities that might affect Federally-listed endangered or threatened species or designated critical habitat, the pre-construction notification must include the name(s) of the endangered or threatened species that might be affected by the proposed work or that utilize the designated critical habitat that might be affected by the proposed work. The district engineer will determine whether the proposed activity “may affect” or will have “no effect” to listed species and designated critical habitat and will notify the non-Federal applicant of the Corps’ determination within 45 days of receipt of a complete pre-construction notification. In cases where the non-Federal applicant has identified listed species or critical habitat that might be affected or is in the vicinity of the project, and has so notified the Corps, the applicant shall not begin work until the Corps has provided notification the proposed activities will have “no effect” on listed species or critical habitat, or until Section 7 consultation has been completed. If the non-Federal applicant has not heard back from the Corps within 45 days, the applicant must still wait for notification from the Corps.

(d) As a result of formal or informal consultation with the FWS or NMFS the district engineer may add species-specific regional endangered species conditions to the NWPs.

(e) Authorization of an activity by a NWP does not authorize the “take” of a threatened or endangered species as defined under the ESA. In the absence of separate authorization (e.g., an ESA Section 10 Permit, a Biological Opinion with “incidental take” provisions, etc.) from the U.S. FWS or the NMFS, The Endangered Species Act prohibits any person subject to the jurisdiction of the United States to take a listed species, where “take” means to harass, harm, pursue, hunt, shoot, wound, kill, trap, capture, or collect, or to attempt to engage in any such conduct. The word “harm” in the definition of “take” means an act which actually kills or injures wildlife. Such an act may include significant habitat modification or degradation where it actually kills or injures wildlife by significantly impairing essential behavioral patterns, including breeding, feeding or sheltering.

(f) Information on the location of threatened and endangered species and their critical habitat can be obtained directly from the offices of the U.S. FWS and NMFS or their world wide web pages at <http://www.fws.gov/> or <http://www.fws.gov/ipac> and <http://www.noaa.gov/fisheries.html> respectively.

19. Migratory Birds and Bald and Golden Eagles. The permittee is responsible for obtaining any “take” permits required under the U.S. Fish and Wildlife Service’s regulations governing compliance with the Migratory Bird Treaty Act or the Bald and Golden Eagle Protection Act. The permittee should contact the appropriate local office of the U.S. Fish and Wildlife Service to determine if such “take” permits are required for a particular activity.

20. Historic Properties. (a) In cases where the district engineer determines that the activity may affect properties listed, or eligible for listing, in the National Register of Historic Places, the activity is not authorized, until the requirements of Section 106 of the National Historic Preservation Act (NHPA) have been satisfied.

(b) Federal permittees should follow their own procedures for complying with the requirements of Section 106 of the National Historic Preservation Act. Federal permittees must provide the district engineer with the appropriate documentation to demonstrate compliance with those requirements. The district engineer will review the documentation and determine whether it is sufficient to address section 106 compliance for the NWP activity, or whether additional section 106 consultation is necessary.

* (c) Non-federal permittees must submit a pre-construction notification to the district engineer if the authorized activity may have the potential to cause effects to any historic properties listed on, determined to be eligible for listing on, or potentially eligible for listing on the National Register of Historic Places, including previously unidentified properties. For such activities, the pre-construction notification must state which historic properties may be affected by the proposed work or include a vicinity map indicating the location of the historic properties or the potential for the presence of historic properties. Assistance regarding information on the location of or potential for the presence of historic resources can be sought from the State Historic Preservation Officer or Tribal Historic Preservation Officer, as appropriate, and the National Register of Historic Places (see 33 CFR 330.4(g)). When reviewing pre-construction notifications, district engineers will comply with the current procedures for addressing the requirements of Section 106 of the National Historic Preservation Act. The district engineer shall make a reasonable and good faith effort to carry out appropriate identification efforts, which may include background research, consultation, oral history interviews, sample field investigation, and field survey. Based on the information submitted and these efforts, the district engineer shall determine whether the proposed activity has the potential to cause an effect on the historic properties. Where the non-Federal applicant has identified historic properties on which the activity may have the potential to cause effects and so notified the Corps, the non-Federal applicant shall not begin the activity until notified by the district engineer either that the activity has no potential to cause effects or that consultation under Section 106 of the NHPA has been completed.

(d) The district engineer will notify the prospective permittee within 45 days of receipt of a complete pre-construction notification whether NHPA Section 106 consultation is required. Section 106 consultation is not required when the Corps determines that the activity does not have the potential to cause effects on historic properties (see 36 CFR §800.3(a)). If NHPA

section 106 consultation is required and will occur, the district engineer will notify the non-Federal applicant that he or she cannot begin work until Section 106 consultation is completed. If the non-Federal applicant has not heard back from the Corps within 45 days, the applicant must still wait for notification from the Corps.

(e) Prospective permittees should be aware that section 110k of the NHPA (16 U.S.C. 470h-2(k)) prevents the Corps from granting a permit or other assistance to an applicant who, with intent to avoid the requirements of Section 106 of the NHPA, has intentionally significantly adversely affected a historic property to which the permit would relate, or having legal power to prevent it, allowed such significant adverse effect to occur, unless the Corps, after consultation with the Advisory Council on Historic Preservation (ACHP), determines that circumstances justify granting such assistance despite the adverse effect created or permitted by the applicant. If circumstances justify granting the assistance, the Corps is required to notify the ACHP and provide documentation specifying the circumstances, the degree of damage to the integrity of any historic properties affected, and proposed mitigation. This documentation must include any views obtained from the applicant, SHPO/THPO, appropriate Indian tribes if the undertaking occurs on or affects historic properties on tribal lands or affects properties of interest to those tribes, and other parties known to have a legitimate interest in the impacts to the permitted activity on historic properties.

21. Discovery of Previously Unknown Remains and Artifacts. If you discover any previously unknown historic, cultural or archeological remains and artifacts while accomplishing the activity authorized by this permit, you must immediately notify the district engineer of what you have found, and to the maximum extent practicable, avoid construction activities that may affect the remains and artifacts until the required coordination has been completed. The district engineer will initiate the Federal, Tribal and state coordination required to determine if the items or remains warrant a recovery effort or if the site is eligible for listing in the National Register of Historic Places.

22. Designated Critical Resource Waters. Critical resource waters include, NOAA-managed marine sanctuaries and marine monuments, and National Estuarine Research Reserves. The district engineer may designate, after notice and opportunity for public comment, additional waters officially designated by a state as having particular environmental or ecological significance, such as outstanding national resource waters or state natural heritage sites. The district engineer may also designate additional critical resource waters after notice and opportunity for public comment.

(a) Discharges of dredged or fill material into waters of the United States are not authorized by NWPs 7, 12, 14, 16, 17, 21, 29, 31, 35, 39, 40, 42, 43, 44, 49, 50, 51, and 52 for any activity within, or directly affecting, critical resource waters, including wetlands adjacent to such waters.

(b) For NWPs 3, 8, 10, 13, 15, 18, 19, 22, 23, 25, 27, 28, 30, 33, 34, 36, 37, and 38, notification is required in accordance with general condition 31, for any activity proposed in the designated critical resource waters including wetlands adjacent to those waters. The district engineer may authorize activities under these NWPs only after it is determined that the impacts to the critical resource waters will be no more than minimal.

23. Mitigation. The district engineer will consider the following factors when determining appropriate and practicable mitigation necessary to ensure that adverse effects on the aquatic environment are minimal:

(a) The activity must be designed and constructed to avoid and minimize adverse effects, both temporary and permanent, to waters of the United States to the maximum extent practicable at the project site (i.e., on site).

(b) Mitigation in all its forms (avoiding, minimizing, rectifying, reducing, or compensating for resource losses) will be required to the extent necessary to ensure that the adverse effects to the aquatic environment are minimal.

(c) Compensatory mitigation at a minimum one-for-one ratio will be required for all wetland losses that exceed 1/10-acre and require pre-construction notification, unless the district engineer determines in writing that either some other form of mitigation would be more environmentally appropriate or the adverse effects of the proposed activity are minimal, and provides a project-specific waiver of this requirement. For wetland losses of 1/10-acre or less that require pre-construction notification, the district engineer may determine on a case-by-case basis that compensatory mitigation is required to ensure that the activity results in minimal adverse effects on the aquatic environment. Compensatory mitigation projects provided to offset losses of aquatic resources must comply with the applicable provisions of 33 CFR part 332.

(1) The prospective permittee is responsible for proposing an appropriate compensatory mitigation option if compensatory mitigation is necessary to ensure that the activity results in minimal adverse effects on the aquatic environment.

(2) Since the likelihood of success is greater and the impacts to potentially valuable uplands are reduced, wetland restoration should be the first compensatory mitigation option considered.

(3) If permittee-responsible mitigation is the proposed option, the prospective permittee is responsible for submitting a mitigation plan. A conceptual or detailed mitigation plan may be used by the district engineer to make the decision on the NWP verification request, but a final mitigation plan that addresses the applicable requirements of 33 CFR 332.4(c)(2) – (14) must be approved by the district engineer before the permittee begins work in waters of the United States, unless the district engineer determines that prior approval of the final mitigation plan is not practicable or not necessary to ensure timely completion of the required compensatory mitigation (see 33 CFR 332.3(k)(3)).

(4) If mitigation bank or in-lieu fee program credits are the proposed option, the mitigation plan only needs to address the baseline conditions at the impact site and the number of credits to be provided.

(5) Compensatory mitigation requirements (e.g., resource type and amount to be provided as compensatory mitigation, site protection, ecological performance standards, monitoring requirements) may be addressed through conditions added to the NWP authorization, instead of components of a compensatory mitigation plan.

(d) For losses of streams or other open waters that require pre-construction notification, the district engineer may require compensatory mitigation, such as stream rehabilitation, enhancement, or preservation, to ensure that the activity results in minimal adverse effects on the aquatic environment.

(e) Compensatory mitigation will not be used to increase the acreage losses allowed by the acreage limits of the NWPs. For example, if an NWP has an acreage limit of 1/2-acre, it cannot be used to authorize any project resulting in the loss of greater than 1/2-acre of waters of

the United States, even if compensatory mitigation is provided that replaces or restores some of the lost waters. However, compensatory mitigation can and should be used, as necessary, to ensure that a project already meeting the established acreage limits also satisfies the minimal impact requirement associated with the NWP.

(f) Compensatory mitigation plans for projects in or near streams or other open waters will normally include a requirement for the restoration or establishment, maintenance, and legal protection (e.g., conservation easements) of riparian areas next to open waters. In some cases, riparian areas may be the only compensatory mitigation required. Riparian areas should consist of native species. The width of the required riparian area will address documented water quality or aquatic habitat loss concerns. Normally, the riparian area will be 25 to 50 feet wide on each side of the stream, but the district engineer may require slightly wider riparian areas to address documented water quality or habitat loss concerns. If it is not possible to establish a riparian area on both sides of a stream, or if the waterbody is a lake or coastal waters, then restoring or establishing a riparian area along a single bank or shoreline may be sufficient. Where both wetlands and open waters exist on the project site, the district engineer will determine the appropriate compensatory mitigation (e.g., riparian areas and/or wetlands compensation) based on what is best for the aquatic environment on a watershed basis. In cases where riparian areas are determined to be the most appropriate form of compensatory mitigation, the district engineer may waive or reduce the requirement to provide wetland compensatory mitigation for wetland losses.

(g) Permittees may propose the use of mitigation banks, in-lieu fee programs, or separate permittee-responsible mitigation. For activities resulting in the loss of marine or estuarine resources, permittee-responsible compensatory mitigation may be environmentally preferable if there are no mitigation banks or in-lieu fee programs in the area that have marine or estuarine credits available for sale or transfer to the permittee. For permittee-responsible mitigation, the special conditions of the NWP verification must clearly indicate the party or parties responsible for the implementation and performance of the compensatory mitigation project, and, if required, its long-term management.

(h) Where certain functions and services of waters of the United States are permanently adversely affected, such as the conversion of a forested or scrub-shrub wetland to a herbaceous wetland in a permanently maintained utility line right-of-way, mitigation may be required to reduce the adverse effects of the project to the minimal level.

24. Safety of Impoundment Structures. To ensure that all impoundment structures are safely designed, the district engineer may require non-Federal applicants to demonstrate that the structures comply with established state dam safety criteria or have been designed by qualified persons. The district engineer may also require documentation that the design has been independently reviewed by similarly qualified persons, and appropriate modifications made to ensure safety.

25. Water Quality. Where States and authorized Tribes, or EPA where applicable, have not previously certified compliance of an NWP with CWA Section 401, individual 401 Water Quality Certification must be obtained or waived (see 33 CFR 330.4(c)). The district engineer or State or Tribe may require additional water quality management measures to ensure that the authorized activity does not result in more than minimal degradation of water quality.

26. Coastal Zone Management. In coastal states where an NWP has not previously received a state coastal zone management consistency concurrence, an individual state coastal zone management consistency concurrence must be obtained, or a presumption of concurrence must occur (see 33 CFR 330.4(d)). The district engineer or a State may require additional measures to ensure that the authorized activity is consistent with state coastal zone management requirements.

27. Regional and Case-By-Case Conditions. The activity must comply with any regional conditions that may have been added by the Division Engineer (see 33 CFR 330.4(e)) and with any case specific conditions added by the Corps or by the state, Indian Tribe, or U.S. EPA in its section 401 Water Quality Certification, or by the state in its Coastal Zone Management Act consistency determination.

28. Use of Multiple Nationwide Permits. The use of more than one NWP for a single and complete project is prohibited, except when the acreage loss of waters of the United States authorized by the NWPs does not exceed the acreage limit of the NWP with the highest specified acreage limit. For example, if a road crossing over tidal waters is constructed under NWP 14, with associated bank stabilization authorized by NWP 13, the maximum acreage loss of waters of the United States for the total project cannot exceed 1/3-acre.

29. Transfer of Nationwide Permit Verifications. If the permittee sells the property associated with a nationwide permit verification, the permittee may transfer the nationwide permit verification to the new owner by submitting a letter to the appropriate Corps district office to validate the transfer. A copy of the nationwide permit verification must be attached to the letter, and the letter must contain the following statement and signature:

“When the structures or work authorized by this nationwide permit are still in existence at the time the property is transferred, the terms and conditions of this nationwide permit, including any special conditions, will continue to be binding on the new owner(s) of the property. To validate the transfer of this nationwide permit and the associated liabilities associated with compliance with its terms and conditions, have the transferee sign and date below.”

(Transferee)

(Date)

- * 30. Compliance Certification. Each permittee who receives an NWP verification letter from the Corps must provide a signed certification documenting completion of the authorized activity and any required compensatory mitigation. The success of any required permittee-responsible mitigation, including the achievement of ecological performance standards, will be addressed separately by the district engineer. The Corps will provide the permittee the certification document with the NWP verification letter. The certification document will include:

(a) A statement that the authorized work was done in accordance with the NWP authorization, including any general, regional, or activity-specific conditions;

(b) A statement that the implementation of any required compensatory mitigation was completed in accordance with the permit conditions. If credits from a mitigation bank or in-lieu fee program are used to satisfy the compensatory mitigation requirements, the certification must include the documentation required by 33 CFR 332.3(l)(3) to confirm that the permittee secured the appropriate number and resource type of credits; and

(c) The signature of the permittee certifying the completion of the work and mitigation.

* 31. Pre-Construction Notification. (a) Timing. Where required by the terms of the NWP, the prospective permittee must notify the district engineer by submitting a pre-construction notification (PCN) as early as possible. The district engineer must determine if the PCN is complete within 30 calendar days of the date of receipt and, if the PCN is determined to be incomplete, notify the prospective permittee within that 30 day period to request the additional information necessary to make the PCN complete. The request must specify the information needed to make the PCN complete. As a general rule, district engineers will request additional information necessary to make the PCN complete only once. However, if the prospective permittee does not provide all of the requested information, then the district engineer will notify the prospective permittee that the PCN is still incomplete and the PCN review process will not commence until all of the requested information has been received by the district engineer. The prospective permittee shall not begin the activity until either:

(1) He or she is notified in writing by the district engineer that the activity may proceed under the NWP with any special conditions imposed by the district or division engineer; or

(2) 45 calendar days have passed from the district engineer's receipt of the complete PCN and the prospective permittee has not received written notice from the district or division engineer. However, if the permittee was required to notify the Corps pursuant to general condition 18 that listed species or critical habitat might be affected or in the vicinity of the project, or to notify the Corps pursuant to general condition 20 that the activity may have the potential to cause effects to historic properties, the permittee cannot begin the activity until receiving written notification from the Corps that there is "no effect" on listed species or "no potential to cause effects" on historic properties, or that any consultation required under Section 7 of the Endangered Species Act (see 33 CFR 330.4(f)) and/or Section 106 of the National Historic Preservation (see 33 CFR 330.4(g)) has been completed. Also, work cannot begin under NWPs 21, 49, or 50 until the permittee has received written approval from the Corps. If the proposed activity requires a written waiver to exceed specified limits of an NWP, the permittee may not begin the activity until the district engineer issues the waiver. If the district or division engineer notifies the permittee in writing that an individual permit is required within 45 calendar days of receipt of a complete PCN, the permittee cannot begin the activity until an individual permit has been obtained. Subsequently, the permittee's right to proceed under the NWP may be modified, suspended, or revoked only in accordance with the procedure set forth in 33 CFR 330.5(d)(2).

(b) Contents of Pre-Construction Notification: The PCN must be in writing and include the following information:

(1) Name, address and telephone numbers of the prospective permittee;

(2) Location of the proposed project;

(3) A description of the proposed project; the project's purpose; direct and indirect adverse environmental effects the project would cause, including the anticipated amount of loss of water of the United States expected to result from the NWP activity, in acres, linear feet, or other appropriate unit of measure; any other NWP(s), regional general permit(s), or individual permit(s) used or intended to be used to authorize any part of the proposed project or any related activity. The description should be sufficiently detailed to allow the district engineer to determine that the adverse effects of the project will be minimal and to determine the need for compensatory mitigation. Sketches should be provided when necessary to show that the activity complies with the terms of the NWP. (Sketches usually clarify the project and when provided results in a quicker decision. Sketches should contain sufficient detail to provide an illustrative description of the proposed activity (e.g., a conceptual plan), but do not need to be detailed engineering plans);

(4) The PCN must include a delineation of wetlands, other special aquatic sites, and other waters, such as lakes and ponds, and perennial, intermittent, and ephemeral streams, on the project site. Wetland delineations must be prepared in accordance with the current method required by the Corps. The permittee may ask the Corps to delineate the special aquatic sites and other waters on the project site, but there may be a delay if the Corps does the delineation, especially if the project site is large or contains many waters of the United States. Furthermore, the 45 day period will not start until the delineation has been submitted to or completed by the Corps, as appropriate;

(5) If the proposed activity will result in the loss of greater than 1/10-acre of wetlands and a PCN is required, the prospective permittee must submit a statement describing how the mitigation requirement will be satisfied, or explaining why the adverse effects are minimal and why compensatory mitigation should not be required. As an alternative, the prospective permittee may submit a conceptual or detailed mitigation plan.

(6) If any listed species or designated critical habitat might be affected or is in the vicinity of the project, or if the project is located in designated critical habitat, for non-Federal applicants the PCN must include the name(s) of those endangered or threatened species that might be affected by the proposed work or utilize the designated critical habitat that may be affected by the proposed work. Federal applicants must provide documentation demonstrating compliance with the Endangered Species Act; and

(7) For an activity that may affect a historic property listed on, determined to be eligible for listing on, or potentially eligible for listing on, the National Register of Historic Places, for non-Federal applicants the PCN must state which historic property may be affected by the proposed work or include a vicinity map indicating the location of the historic property. Federal applicants must provide documentation demonstrating compliance with Section 106 of the National Historic Preservation Act.

(c) Form of Pre-Construction Notification: The standard individual permit application form (Form ENG 4345) may be used, but the completed application form must clearly indicate that it is a PCN and must include all of the information required in paragraphs (b)(1) through (7) of this general condition. A letter containing the required information may also be used.

(d) Agency Coordination: (1) The district engineer will consider any comments from Federal and state agencies concerning the proposed activity's compliance with the terms and conditions of the NWPs and the need for mitigation to reduce the project's adverse environmental effects to a minimal level.

(2) For all NWP activities that require pre-construction notification and result in the loss of greater than 1/2-acre of waters of the United States, for NWP 21, 29, 39, 40, 42, 43, 44, 50, 51, and 52 activities that require pre-construction notification and will result in the loss of greater than 300 linear feet of intermittent and ephemeral stream bed, and for all NWP 48 activities that require pre-construction notification, the district engineer will immediately provide (e.g., via e-mail, facsimile transmission, overnight mail, or other expeditious manner) a copy of the complete PCN to the appropriate Federal or state offices (U.S. FWS, state natural resource or water quality agency, EPA, State Historic Preservation Officer (SHPO) or Tribal Historic Preservation Office (THPO), and, if appropriate, the NMFS). With the exception of NWP 37, these agencies will have 10 calendar days from the date the material is transmitted to telephone or fax the district engineer notice that they intend to provide substantive, site-specific comments. The comments must explain why the agency believes the adverse effects will be more than minimal. If so contacted by an agency, the district engineer will wait an additional 15 calendar days before making a decision on the pre-construction notification. The district engineer will fully consider agency comments received within the specified time frame concerning the proposed activity's compliance with the terms and conditions of the NWPs, including the need for mitigation to ensure the net adverse environmental effects to the aquatic environment of the proposed activity are minimal. The district engineer will provide no response to the resource agency, except as provided below. The district engineer will indicate in the administrative record associated with each pre-construction notification that the resource agencies' concerns were considered. For NWP 37, the emergency watershed protection and rehabilitation activity may proceed immediately in cases where there is an unacceptable hazard to life or a significant loss of property or economic hardship will occur. The district engineer will consider any comments received to decide whether the NWP 37 authorization should be modified, suspended, or revoked in accordance with the procedures at 33 CFR 330.5.

(3) In cases of where the prospective permittee is not a Federal agency, the district engineer will provide a response to NMFS within 30 calendar days of receipt of any Essential Fish Habitat conservation recommendations, as required by Section 305(b)(4)(B) of the Magnuson-Stevens Fishery Conservation and Management Act.

(4) Applicants are encouraged to provide the Corps with either electronic files or multiple copies of pre-construction notifications to expedite agency coordination.

D. District Engineer's Decision

1. In reviewing the PCN for the proposed activity, the district engineer will determine whether the activity authorized by the NWP will result in more than minimal individual or cumulative adverse environmental effects or may be contrary to the public interest. For a linear project, this determination will include an evaluation of the individual crossings to determine whether they individually satisfy the terms and conditions of the NWP(s), as well as the cumulative effects caused by all of the crossings authorized by NWP. If an applicant requests a waiver of the 300 linear foot limit on impacts to intermittent or ephemeral streams or of an otherwise applicable limit, as provided for in NWPs 13, 21, 29, 36, 39, 40, 42, 43, 44, 50, 51 or 52, the district engineer will only grant the waiver upon a written determination that the NWP activity will result in minimal adverse effects. When making minimal effects determinations the district engineer will consider the direct and indirect effects caused by the NWP activity. The district engineer will also consider site specific factors, such as the environmental setting in the

vicinity of the NWP activity, the type of resource that will be affected by the NWP activity, the functions provided by the aquatic resources that will be affected by the NWP activity, the degree or magnitude to which the aquatic resources perform those functions, the extent that aquatic resource functions will be lost as a result of the NWP activity (e.g., partial or complete loss), the duration of the adverse effects (temporary or permanent), the importance of the aquatic resource functions to the region (e.g., watershed or ecoregion), and mitigation required by the district engineer. If an appropriate functional assessment method is available and practicable to use, that assessment method may be used by the district engineer to assist in the minimal adverse effects determination. The district engineer may add case-specific special conditions to the NWP authorization to address site-specific environmental concerns.

2. If the proposed activity requires a PCN and will result in a loss of greater than 1/10-acre of wetlands, the prospective permittee should submit a mitigation proposal with the PCN. Applicants may also propose compensatory mitigation for projects with smaller impacts. The district engineer will consider any proposed compensatory mitigation the applicant has included in the proposal in determining whether the net adverse environmental effects to the aquatic environment of the proposed activity are minimal. The compensatory mitigation proposal may be either conceptual or detailed. If the district engineer determines that the activity complies with the terms and conditions of the NWP and that the adverse effects on the aquatic environment are minimal, after considering mitigation, the district engineer will notify the permittee and include any activity-specific conditions in the NWP verification the district engineer deems necessary. Conditions for compensatory mitigation requirements must comply with the appropriate provisions at 33 CFR 332.3(k). The district engineer must approve the final mitigation plan before the permittee commences work in waters of the United States, unless the district engineer determines that prior approval of the final mitigation plan is not practicable or not necessary to ensure timely completion of the required compensatory mitigation. If the prospective permittee elects to submit a compensatory mitigation plan with the PCN, the district engineer will expeditiously review the proposed compensatory mitigation plan. The district engineer must review the proposed compensatory mitigation plan within 45 calendar days of receiving a complete PCN and determine whether the proposed mitigation would ensure no more than minimal adverse effects on the aquatic environment. If the net adverse effects of the project on the aquatic environment (after consideration of the compensatory mitigation proposal) are determined by the district engineer to be minimal, the district engineer will provide a timely written response to the applicant. The response will state that the project can proceed under the terms and conditions of the NWP, including any activity-specific conditions added to the NWP authorization by the district engineer.

3. If the district engineer determines that the adverse effects of the proposed work are more than minimal, then the district engineer will notify the applicant either: (a) That the project does not qualify for authorization under the NWP and instruct the applicant on the procedures to seek authorization under an individual permit; (b) that the project is authorized under the NWP subject to the applicant's submission of a mitigation plan that would reduce the adverse effects on the aquatic environment to the minimal level; or (c) that the project is authorized under the NWP with specific modifications or conditions. Where the district engineer determines that mitigation is required to ensure no more than minimal adverse effects occur to the aquatic environment, the activity will be authorized within the 45-day PCN period, with activity-specific

conditions that state the mitigation requirements. The authorization will include the necessary conceptual or detailed mitigation or a requirement that the applicant submit a mitigation plan that would reduce the adverse effects on the aquatic environment to the minimal level. When mitigation is required, no work in waters of the United States may occur until the district engineer has approved a specific mitigation plan or has determined that prior approval of a final mitigation plan is not practicable or not necessary to ensure timely completion of the required compensatory mitigation.

FURTHER INFORMATION

1. District Engineers have authority to determine if an activity complies with the terms and conditions of an NWP.
2. NWPs do not obviate the need to obtain other federal, state, or local permits, approvals, or authorizations required by law.
3. NWPs do not grant any property rights or exclusive privileges.
4. NWPs do not authorize any injury to the property or rights of others.
5. NWPs do not authorize interference with any existing or proposed Federal project.

DEFINITIONS

Best management practices (BMPs): Policies, practices, procedures, or structures implemented to mitigate the adverse environmental effects on surface water quality resulting from development. BMPs are categorized as structural or non-structural.

Compensatory mitigation: The restoration (re-establishment or rehabilitation), establishment (creation), enhancement, and/or in certain circumstances preservation of aquatic resources for the purposes of offsetting unavoidable adverse impacts which remain after all appropriate and practicable avoidance and minimization has been achieved.

Currently serviceable: Useable as is or with some maintenance, but not so degraded as to essentially require reconstruction.

Direct effects: Effects that are caused by the activity and occur at the same time and place.

Discharge: The term “discharge” means any discharge of dredged or fill material.

Enhancement: The manipulation of the physical, chemical, or biological characteristics of an aquatic resource to heighten, intensify, or improve a specific aquatic resource function(s). Enhancement results in the gain of selected aquatic resource function(s), but may also lead to a decline in other aquatic resource function(s). Enhancement does not result in a gain in aquatic resource area.

Ephemeral stream: An ephemeral stream has flowing water only during, and for a short duration after, precipitation events in a typical year. Ephemeral stream beds are located above the water table year-round. Groundwater is not a source of water for the stream. Runoff from rainfall is the primary source of water for stream flow.

Establishment (creation): The manipulation of the physical, chemical, or biological characteristics present to develop an aquatic resource that did not previously exist at an upland site. Establishment results in a gain in aquatic resource area.

High Tide Line: The line of intersection of the land with the water’s surface at the maximum height reached by a rising tide. The high tide line may be determined, in the absence

of actual data, by a line of oil or scum along shore objects, a more or less continuous deposit of fine shell or debris on the foreshore or berm, other physical markings or characteristics, vegetation lines, tidal gages, or other suitable means that delineate the general height reached by a rising tide. The line encompasses spring high tides and other high tides that occur with periodic frequency but does not include storm surges in which there is a departure from the normal or predicted reach of the tide due to the piling up of water against a coast by strong winds such as those accompanying a hurricane or other intense storm.

Historic Property: Any prehistoric or historic district, site (including archaeological site), building, structure, or other object included in, or eligible for inclusion in, the National Register of Historic Places maintained by the Secretary of the Interior. This term includes artifacts, records, and remains that are related to and located within such properties. The term includes properties of traditional religious and cultural importance to an Indian tribe or Native Hawaiian organization and that meet the National Register criteria (36 CFR part 60).

Independent utility: A test to determine what constitutes a single and complete non-linear project in the Corps regulatory program. A project is considered to have independent utility if it would be constructed absent the construction of other projects in the project area. Portions of a multi-phase project that depend upon other phases of the project do not have independent utility. Phases of a project that would be constructed even if the other phases were not built can be considered as separate single and complete projects with independent utility.

Indirect effects: Effects that are caused by the activity and are later in time or farther removed in distance, but are still reasonably foreseeable.

Intermittent stream: An intermittent stream has flowing water during certain times of the year, when groundwater provides water for stream flow. During dry periods, intermittent streams may not have flowing water. Runoff from rainfall is a supplemental source of water for stream flow.

Loss of waters of the United States: Waters of the United States that are permanently adversely affected by filling, flooding, excavation, or drainage because of the regulated activity. Permanent adverse effects include permanent discharges of dredged or fill material that change an aquatic area to dry land, increase the bottom elevation of a waterbody, or change the use of a waterbody. The acreage of loss of waters of the United States is a threshold measurement of the impact to jurisdictional waters for determining whether a project may qualify for an NWP; it is not a net threshold that is calculated after considering compensatory mitigation that may be used to offset losses of aquatic functions and services. The loss of stream bed includes the linear feet of stream bed that is filled or excavated. Waters of the United States temporarily filled, flooded, excavated, or drained, but restored to pre-construction contours and elevations after construction, are not included in the measurement of loss of waters of the United States. Impacts resulting from activities eligible for exemptions under Section 404(f) of the Clean Water Act are not considered when calculating the loss of waters of the United States.

Non-tidal wetland: A non-tidal wetland is a wetland that is not subject to the ebb and flow of tidal waters. The definition of a wetland can be found at 33 CFR 328.3(b). Non-tidal wetlands contiguous to tidal waters are located landward of the high tide line (i.e., spring high tide line).

Open water: For purposes of the NWPs, an open water is any area that in a year with normal patterns of precipitation has water flowing or standing above ground to the extent that an ordinary high water mark can be determined. Aquatic vegetation within the area of standing or

flowing water is either non-emergent, sparse, or absent. Vegetated shallows are considered to be open waters. Examples of “open waters” include rivers, streams, lakes, and ponds.

Ordinary High Water Mark: An ordinary high water mark is a line on the shore established by the fluctuations of water and indicated by physical characteristics, or by other appropriate means that consider the characteristics of the surrounding areas (see 33 CFR 328.3(e)).

Perennial stream: A perennial stream has flowing water year-round during a typical year. The water table is located above the stream bed for most of the year. Groundwater is the primary source of water for stream flow. Runoff from rainfall is a supplemental source of water for stream flow.

Practicable: Available and capable of being done after taking into consideration cost, existing technology, and logistics in light of overall project purposes.

Pre-construction notification: A request submitted by the project proponent to the Corps for confirmation that a particular activity is authorized by nationwide permit. The request may be a permit application, letter, or similar document that includes information about the proposed work and its anticipated environmental effects. Pre-construction notification may be required by the terms and conditions of a nationwide permit, or by regional conditions. A pre-construction notification may be voluntarily submitted in cases where pre-construction notification is not required and the project proponent wants confirmation that the activity is authorized by nationwide permit.

Preservation: The removal of a threat to, or preventing the decline of, aquatic resources by an action in or near those aquatic resources. This term includes activities commonly associated with the protection and maintenance of aquatic resources through the implementation of appropriate legal and physical mechanisms. Preservation does not result in a gain of aquatic resource area or functions.

Re-establishment: The manipulation of the physical, chemical, or biological characteristics of a site with the goal of returning natural/historic functions to a former aquatic resource. Re-establishment results in rebuilding a former aquatic resource and results in a gain in aquatic resource area and functions.

Rehabilitation: The manipulation of the physical, chemical, or biological characteristics of a site with the goal of repairing natural/historic functions to a degraded aquatic resource. Rehabilitation results in a gain in aquatic resource function, but does not result in a gain in aquatic resource area.

Restoration: The manipulation of the physical, chemical, or biological characteristics of a site with the goal of returning natural/historic functions to a former or degraded aquatic resource. For the purpose of tracking net gains in aquatic resource area, restoration is divided into two categories: re-establishment and rehabilitation.

Riffle and pool complex: Riffle and pool complexes are special aquatic sites under the 404(b)(1) Guidelines. Riffle and pool complexes sometimes characterize steep gradient sections of streams. Such stream sections are recognizable by their hydraulic characteristics. The rapid movement of water over a coarse substrate in riffles results in a rough flow, a turbulent surface, and high dissolved oxygen levels in the water. Pools are deeper areas associated with riffles. A slower stream velocity, a streaming flow, a smooth surface, and a finer substrate characterize pools.

Riparian areas: Riparian areas are lands adjacent to streams, lakes, and estuarine-marine shorelines. Riparian areas are transitional between terrestrial and aquatic ecosystems, through

which surface and subsurface hydrology connects riverine, lacustrine, estuarine, and marine waters with their adjacent wetlands, non-wetland waters, or uplands. Riparian areas provide a variety of ecological functions and services and help improve or maintain local water quality. (See general condition 23.)

Shellfish seeding: The placement of shellfish seed and/or suitable substrate to increase shellfish production. Shellfish seed consists of immature individual shellfish or individual shellfish attached to shells or shell fragments (i.e., spat on shell). Suitable substrate may consist of shellfish shells, shell fragments, or other appropriate materials placed into waters for shellfish habitat.

Single and complete linear project: A linear project is a project constructed for the purpose of getting people, goods, or services from a point of origin to a terminal point, which often involves multiple crossings of one or more waterbodies at separate and distant locations. The term “single and complete project” is defined as that portion of the total linear project proposed or accomplished by one owner/developer or partnership or other association of owners/developers that includes all crossings of a single water of the United States (i.e., a single waterbody) at a specific location. For linear projects crossing a single or multiple waterbodies several times at separate and distant locations, each crossing is considered a single and complete project for purposes of NWP authorization. However, individual channels in a braided stream or river, or individual arms of a large, irregularly shaped wetland or lake, etc., are not separate waterbodies, and crossings of such features cannot be considered separately.

Single and complete non-linear project: For non-linear projects, the term “single and complete project” is defined at 33 CFR 330.2(i) as the total project proposed or accomplished by one owner/developer or partnership or other association of owners/developers. A single and complete non-linear project must have independent utility (see definition of “independent utility”). Single and complete non-linear projects may not be “piecemealed” to avoid the limits in an NWP authorization.

Stormwater management: Stormwater management is the mechanism for controlling stormwater runoff for the purposes of reducing downstream erosion, water quality degradation, and flooding and mitigating the adverse effects of changes in land use on the aquatic environment.

Stormwater management facilities: Stormwater management facilities are those facilities, including but not limited to, stormwater retention and detention ponds and best management practices, which retain water for a period of time to control runoff and/or improve the quality (i.e., by reducing the concentration of nutrients, sediments, hazardous substances and other pollutants) of stormwater runoff.

Stream bed: The substrate of the stream channel between the ordinary high water marks. The substrate may be bedrock or inorganic particles that range in size from clay to boulders. Wetlands contiguous to the stream bed, but outside of the ordinary high water marks, are not considered part of the stream bed.

Stream channelization: The manipulation of a stream’s course, condition, capacity, or location that causes more than minimal interruption of normal stream processes. A channelized stream remains a water of the United States.

Structure: An object that is arranged in a definite pattern of organization. Examples of structures include, without limitation, any pier, boat dock, boat ramp, wharf, dolphin, weir, boom, breakwater, bulkhead, revetment, riprap, jetty, artificial island, artificial reef, permanent

mooring structure, power transmission line, permanently moored floating vessel, piling, aid to navigation, or any other manmade obstacle or obstruction.

Tidal wetland: A tidal wetland is a wetland (i.e., water of the United States) that is inundated by tidal waters. The definitions of a wetland and tidal waters can be found at 33 CFR 328.3(b) and 33 CFR 328.3(f), respectively. Tidal waters rise and fall in a predictable and measurable rhythm or cycle due to the gravitational pulls of the moon and sun. Tidal waters end where the rise and fall of the water surface can no longer be practically measured in a predictable rhythm due to masking by other waters, wind, or other effects. Tidal wetlands are located channelward of the high tide line, which is defined at 33 CFR 328.3(d).

Vegetated shallows: Vegetated shallows are special aquatic sites under the 404(b)(1) Guidelines. They are areas that are permanently inundated and under normal circumstances have rooted aquatic vegetation, such as seagrasses in marine and estuarine systems and a variety of vascular rooted plants in freshwater systems.

Waterbody: For purposes of the NWPs, a waterbody is a jurisdictional water of the United States. If a jurisdictional wetland is adjacent – meaning bordering, contiguous, or neighboring – to a waterbody determined to be a water of the United States under 33 CFR 328.3(a)(1)-(6), that waterbody and its adjacent wetlands are considered together as a single aquatic unit (see 33 CFR 328.4(c)(2)). Examples of “waterbodies” include streams, rivers, lakes, ponds, and wetlands.

Final Regional Conditions 2012

NOTICE ABOUT WEB LINKS IN THIS DOCUMENT:

The web links (both internal to our District and any external links to collaborating agencies) in this document are valid at the time of publication. However, the Wilmington District Regulatory Program web page addresses, as with other agency web sites, may change over the timeframe of the five-year Nationwide Permit renewal cycle, in response to policy mandates or technology advances. While we will make every effort to check on the integrity of our web links and provide re-direct pages whenever possible, we ask that you report any broken links to us so we can keep the page information current and usable. We apologize in advanced for any broken links that you may encounter, and we ask that you navigate from the regulatory home page (wetlands and stream permits) of the Wilmington District Corps of Engineers, to the "Permits" section of our web site to find links for pages that cannot be found by clicking directly on the listed web link in this document.

**Final 2012 Regional Conditions for Nationwide Permits (NWP) in the
Wilmington District**

1.0 Excluded Waters

The Corps has identified waters that will be excluded from the use of all NWP's during certain timeframes. These waters are:

1.1 Anadromous Fish Spawning Areas

Waters of the United States identified by either the North Carolina Division of Marine Fisheries (NCDMF) or the North Carolina Wildlife Resources Commission (NCWRC) as anadromous fish spawning areas are excluded during the period between February 15 and June 30, without prior written approval from NCDMF or NCWRC and the Corps.

1.2 Trout Waters Moratorium

Waters of the United States in the twenty-five designated trout counties of North Carolina are excluded during the period between October 15 and April 15 without prior written approval from the NCWRC. (See Section 2.7 for a list of the twenty-five trout counties).

1.3 Sturgeon Spawning Areas as Designated by the National Marine Fisheries Service (NMFS)

Waters of the United States designated as sturgeon spawning areas are excluded during the period between February 1 and June 30, without prior written approval from the NMFS.

*** 2.0 Waters Requiring Additional Notification**

The Corps has identified waters that will be subject to additional notification requirements for activities authorized by all NWP's. These waters are:

*** 2.1 Western NC Counties that Drain to Designated Critical Habitat**

For proposed activities within Waters of the U.S. that require a Pre-Construction Notification pursuant to General Condition 31 (PCN) and are located in the sixteen counties listed below, applicants must provide a copy of the PCN to the US Fish and Wildlife Service, 160 Zillicoa Street, Asheville, North Carolina 28801. This PCN must be sent concurrently to the US Fish and Wildlife Service and the Corps Asheville Regulatory Field Office. Please see General Condition 18 for specific notification requirements related to Federally Endangered Species and the following website for information on the location of designated critical habitat.

Counties with tributaries that drain to designated critical habitat that require notification to the Asheville US Fish and Wildlife Service: Avery, Cherokee, Forsyth, Graham, Haywood, Henderson, Jackson, Macon Mecklenburg, Mitchell, Stokes, Surry, Swain, Transylvania, Union and Yancey.

Website and office addresses for Endangered Species Act Information:

The Wilmington District has developed the following website for applicants which provides guidelines on how to review linked websites and maps in order to fulfill NWP general condition 18 requirements: <http://www.saw.usace.army.mil/wetlands/ESA>

Applicants who do not have internet access may contact the appropriate US Fish and Wildlife Service offices listed below or the US Army Corps of Engineers at (910) 251- 4633:

US Fish and Wildlife Service
Asheville Field Office
160 Zillicoa Street
Asheville, NC 28801
Telephone: (828) 258-3939

Asheville US Fish and Wildlife Service Office counties: All counties west of and including Anson, Stanly, Davidson, Forsyth and Stokes Counties

US Fish and Wildlife Service
Raleigh Field Office
Post Office Box 33726
Raleigh, NC 27636-3726
Telephone: (919) 856-4520

Raleigh US Fish and Wildlife Service Office counties: all counties east of and including Richmond, Montgomery, Randolph, Guilford, and Rockingham Counties.

*** 2.2 Special Designation Waters**

Prior to the use of any NWP in any of the following identified waters and contiguous wetlands in North Carolina, applicants must comply with Nationwide Permit General Condition 31 (PCN). The North Carolina waters and contiguous wetlands that require additional notification requirements are:

“Outstanding Resource Waters” (ORW) or “High Quality Waters” (HQW) as designated by the North Carolina Environmental Management Commission; “Inland Primary Nursery Areas” (IPNA) as designated by the NCWRC; “Contiguous Wetlands” as defined by the North Carolina Environmental Management Commission; or “Primary Nursery Areas” (PNA) as designated by the North Carolina Marine Fisheries Commission.

2.3 Coastal Area Management Act (CAMA) Areas of Environmental Concern

Non-federal applicants for any NWP in a designated “Area of Environmental Concern” (AEC) in the twenty (20) counties of Eastern North Carolina covered by the North Carolina Coastal Area Management Act (CAMA) must also obtain the required CAMA permit. Development activities for non-federal projects may not commence until a copy of the approved CAMA permit is furnished to the appropriate Wilmington District Regulatory Field Office (Wilmington Field Office – 69 Darlington Avenue, Wilmington, NC 28403 or Washington Field Office – 2407 West 5th Street, Washington, NC 27889).

*** 2.4 Barrier Islands**

Prior to the use of any NWP on a barrier island of North Carolina, applicants must comply with Nationwide Permit General Condition 31 (PCN).

*** 2.5 Mountain or Piedmont Bogs**

Prior to the use of any NWP in a Bog classified by the North Carolina Wetland Assessment Methodology (NCWAM), applicants shall comply with Nationwide Permit General Condition 31 (PCN). The latest version of NCWAM is located on the NC DWQ web site at: <http://portal.ncdenr.org/web/wq/swp/ws/pdu/ncwam> .

*** 2.6 Animal Waste Facilities**

Prior to use of any NWP for construction of animal waste facilities in waters of the US, including wetlands, applicants shall comply with Nationwide Permit General Condition 31 (PCN).

*** 2.7 Trout Waters**

Prior to any discharge of dredge or fill material into streams or waterbodies within the twenty-five (25) designated trout counties of North Carolina, the applicant shall comply with Nationwide Permit General Condition 31 (PCN). The applicant shall also provide a copy of the notification to the appropriate NCWRC office to facilitate the determination of any potential

impacts to designated Trout Waters. Notification to the Corps of Engineers will include a statement with the name of the NCWRC biologist contacted, the date of the notification, the location of work, a delineation of wetlands, a discussion of alternatives to working in the mountain trout waters, why alternatives were not selected, and a plan to provide compensatory mitigation for all unavoidable adverse impacts to mountain trout waters.

NCWRC and NC Trout Counties

Western Piedmont Region Coordinator	Alleghany	Caldwell	Watauga
20830 Great Smoky Mtn. Expressway	Ashe	Mitchell	Wilkes
Waynesville, NC 28786	Avery	Stokes	
Telephone: (828) 452-2546	Burke	Surry	

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

3.0 List of Corps Regional Conditions for All Nationwide Permits

The following conditions apply to all Nationwide Permits in the Wilmington District:

3.1 Limitation of Loss of Perennial Stream Bed

NWPs may not be used for activities that may result in the loss or degradation of greater than 300 total linear feet of perennial, intermittent or ephemeral stream, unless the District Commander has waived the 300 linear foot limit for ephemeral and intermittent streams on a case-by-case basis and he determines that the proposed activity will result in minimal individual and cumulative adverse impacts to the aquatic environment. Loss of stream includes the linear feet of stream bed that is filled, excavated, or flooded by the proposed activity. Waivers for the loss of ephemeral and intermittent streams must be in writing and documented by appropriate/accepted stream quality assessments*. This waiver only applies to the 300 linear feet threshold for NWPs.

*NOTE: Applicants should utilize the most current methodology prescribed by Wilmington District to assess stream function and quality. Information can be found at:

<http://www.saw.usace.army.mil/wetlands/permits/nwp/nwp2012> (see "Quick Links")

3.2 Mitigation for Loss of Stream Bed

For any NWP that results in a loss of more than 150 linear feet of perennial and/or ephemeral/intermittent stream, the applicant shall provide a mitigation proposal to compensate for more than minimal individual and cumulative adverse impacts to the aquatic environment. For stream losses less than 150 linear feet, that require a PCN, the District Commander may determine, on a case-by-case basis that compensatory mitigation is required to ensure that the activity results in minimal adverse effect on the aquatic environment.

3.3 Pre-construction Notification for Loss of Streambed Exceeding 150 Feet.

Prior to use of any NWP for any activity which impacts more than 150 total linear feet of perennial stream or ephemeral/ intermittent stream, the applicant must comply with Nationwide Permit General Condition 31 (PCN). This applies to NWPs that do not have specific notification requirements. If a NWP has specific notification requirements, the requirements of the NWP should be followed.

3.4 Restriction on Use of Live Concrete

For all NWPs which allow the use of concrete as a building material, live or fresh concrete, including bags of uncured concrete, may not come into contact with the water in or entering into waters of the US. Water inside coffer dams or casings that has been in contact with wet concrete shall only be returned to waters of the US when it is no longer poses a threat to aquatic organisms.

3.5 Requirements for Using Riprap for Bank Stabilization

For all NWPs that allow for the use of riprap material for bank stabilization, the following measures shall be applied:

3.5.1. Filter cloth must be placed underneath the riprap as an additional requirement of its use in North Carolina waters.

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

3.5.3. The riprap material shall be clean and free from loose dirt or any pollutant except in trace quantities that would not have an adverse environmental effect.

3.5.4. It shall be of a size sufficient to prevent its movement from the authorized alignment by natural forces under normal conditions.

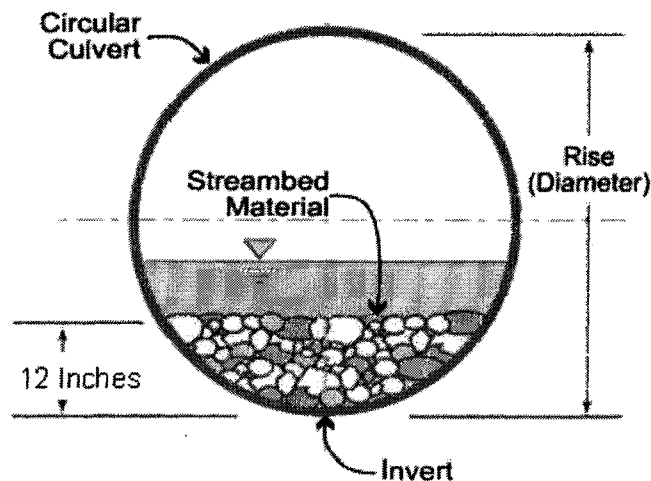
3.5.5. The riprap material shall consist of clean rock or masonry material such as, but not limited to, granite, marl, or broken concrete.

3.5.6. A waiver from the specifications in this Regional Condition may be requested in writing. The waiver will only be issued if it can be demonstrated that the impacts of complying with this Regional condition would result in greater adverse impacts to the aquatic environment.

3.6 Safe Passage Requirements for Culvert Placement

For all NWP's that involve the construction/installation of culverts, measures will be included in the construction/installation that will promote the safe passage of fish and other aquatic organisms. The dimension, pattern, and profile of the stream above and below a pipe or culvert should not be modified by widening the stream channel or by reducing the depth of the stream in connection with the construction activity. The width, height, and gradient of a proposed culvert should be such as to pass the average historical low flow and spring flow without adversely altering flow velocity. Spring flow should be determined from gage data, if available. In the absence of such data, bankfull flow can be used as a comparable level.

In the twenty (20) counties of North Carolina designated as coastal counties by the Coastal Area Management Act (CAMA): All pipes/culverts must be sufficiently sized to allow for the burial of the bottom of the pipe/culvert 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) 7.5-minute quadrangle maps.



In all other counties: Culverts greater than 48 inches in diameter will be buried at least one foot below the bed of the stream. Culverts 48 inches in diameter or less shall be buried or placed on the stream bed as practicable and appropriate to maintain aquatic passage, and every effort shall be made to maintain the existing channel slope. The bottom of the culvert must be placed at a

depth below the natural stream bottom to provide for passage during drought or low flow conditions.

Culverts are to be designed and constructed in a manner that minimizes destabilization and head cutting. Destabilizing the channel and head cutting upstream should be considered and appropriate actions incorporated in the design and placement of the culvert.

A waiver from the depth specifications in this condition may be requested in writing. The waiver will be issued if it can be demonstrated that the proposal would result in the least impacts to the aquatic environment.

All counties: Culverts placed within riparian and/or riverine wetlands must be installed in a manner that does not restrict the flow and circulation patterns of waters of the United States. Culverts placed across wetland fills purely for the purposes of equalizing surface water do not have to be buried.

3.7 Notification to NCDENR Shellfish Sanitation Section

Applicants shall notify the NCDENR Shellfish Sanitation Section prior to dredging in or removing sediment from an area closed to shell fishing where the effluent may be released to an area open for shell fishing or swimming in order to avoid contamination from the disposal area and cause a temporary shellfish closure to be made. Such notification shall also be provided to the appropriate Corps of Engineers Regulatory Field Office. Any disposal of sand to the ocean beach should occur between November 1 and April 30 when recreational usage is low. Only clean sand should be used and no dredged sand from closed shell fishing areas may be used. If beach disposal were to occur at times other than stated above or if sand from a closed shell fishing area is to be used, a swimming advisory shall be posted, and a press release shall be issued by the permittee.

3.8 Preservation of Submerged Aquatic Vegetation

Adverse impacts to Submerged Aquatic Vegetation (SAV) are not authorized by any NWP within any of the twenty coastal counties defined by North Carolina's Coastal Area Management Act of 1974 (CAMA).

3.9 Sedimentation and Erosion Control Structures and Measures

3.9.1. All PCNs will identify and describe sedimentation and erosion control structures and measures proposed for placement in waters of the US. The structures and measures should be depicted on maps, surveys or drawings showing location and impacts to jurisdictional wetlands and streams.

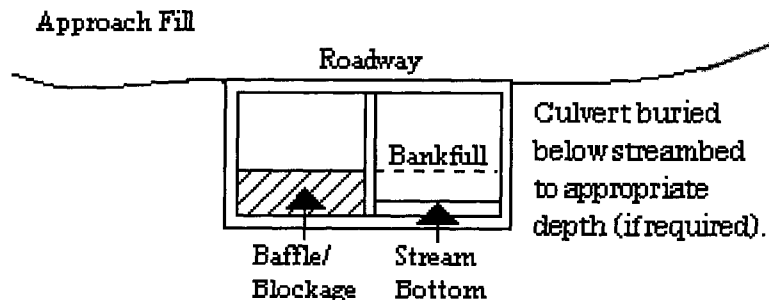
4.5 NWP #14 - Linear Transportation Crossings

4.5.1. If appropriate, applicants shall employ natural channel design (see definition below and NOTE below) to the maximum extent practicable for stream relocations. In the event it is not appropriate to employ natural channel design, any stream relocation shall be considered a permanent impact and the applicant shall provide a mitigation plan to compensate for the loss of aquatic function associated with the proposed activity.

Natural Channel Design: A geomorphologic approach to stream restoration based on an understanding of valley type, general watershed conditions, dimension, pattern, profile, hydrology and sediment transport of natural, stable channels (reference condition) and applying this understanding to the reconstruction of a stable channel.

NOTE: Applicants should reference the “Mitigation” section of the Wilmington District web site for more information regarding appropriate stream design. For projects located within the Coastal Plain ecoregion of North Carolina and within headwater areas across the state, use the specific guidance on coastal plain stream restoration.

4.5.2. Bank-full flows (or less) shall be accommodated through maintenance of the existing bank-full channel cross sectional area. Additional culverts at such crossings shall be allowed only to receive flows exceeding bank-full.



4.5.3. Where adjacent floodplain is available, flows exceeding bank-full should be accommodated by installing culverts at the floodplain elevation.

4.5.4. This NWP authorizes only upland to upland crossings and cannot be used in combination with Nationwide Permit 18 to create an upland within waters of the United States, including wetlands.

4.5.5. This NWP cannot be used for private projects located in tidal waters or tidal wetlands.

4.5.6. Excavation of existing stream channels shall be limited to the minimum necessary to construct or install the proposed culvert. The final width of the impacted streams at the culvert inlet and outlet should be no greater than the original stream width. A waiver from this condition may be requested in writing. The waiver will be issued if it can be demonstrated that it is not practicable to limit the final width of the culvert to that of the impacted stream at the culvert inlet and outlet and the proposed design would result in less impacts to the aquatic environment.

4.0 NWP #33 – Temporary Construction, Access and Dewatering

The required restoration plan must include a timetable for restoration activities.



North Carolina Department of Environment and Natural Resources

Division of Water Quality
Charles Wakild, P.E.
Director

Beverly Eaves Perdue
Governor

Dee Freeman
Secretary

November 20, 2012
Davidson County
NCDWQ Project No. 20120996
Safety Improvements Bowers to
Lake
TIP No. C-4901

APPROVAL of 401 WATER QUALITY CERTIFICATION with ADDITIONAL CONDITIONS

Mr. Marc Hamel, P.E., Manager of Environmental Programs
NCDOT, Rail Division
1553 Mail Service Center
Raleigh, NC 27699-1553

Dear Mr. Hamel:

You have our approval, in accordance with the conditions listed below, for the following impacts for the purpose of Railroad and Crossing Safety Improvements from Bowers to Lake in Davidson County:

Stream Impacts in the Yadkin-Pee Dee River Basin

Site	Permanent Fill in Intermittent Stream (linear ft)	Temporary Fill in Intermittent Stream (linear ft)	Permanent Fill in Perennial Stream (linear ft)	Temporary Fill in Perennial Stream (linear ft)	Total Stream Impact (linear ft)	Stream Impacts Requiring Mitigation (linear ft)
1	189	34			223	189
2	151				151	151
3	87				87	
Total	427	34			461	340

Total Stream Impact for Project: 461 linear feet.

Wetland Impacts in the Yadkin-Pee Dee River Basin

Site	Fill (ac)	Fill (temporary) (ac)	Excavation (ac)	Mechanized Clearing (ac)	Hand Clearing (ac)	Area under Bridge (ac)	Total Wetland Impact (ac)
1	0.02						0.02
2	0.47						0.47
3	0.16						0.16
Total	0.65						0.65

Total Wetland Impact for Project: 0.65 acres.

North Carolina Division of Water Quality, Winston-Salem Regional Office
Location: 585 Waughtown St. Winston-Salem, North Carolina 27107
Phone: 336-771-5000 \ FAX: 336-771-4630
Internet: www.ncwaterquality.org

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The project shall be constructed in accordance with your application dated received October 26, 2012 with additional information dated received electronically on November 9, 2012 and November 20, 2012. After reviewing your application, we have decided that these impacts are covered by General Water Quality Certification Number 3886 and 3893. This certification corresponds to the Nationwide Permit 14 and Nationwide Permit 33 issued by the Corps of Engineers. In addition, you should acquire any other federal, state or local permits before you proceed with your project including (but not limited to) Sediment and Erosion Control, Non-Discharge and Water Supply Watershed regulations. This approval will expire with the accompanying 404 permit.

This approval is valid solely for the purpose and design described in your application (unless modified below). Should your project change, you must notify the NCDWQ and submit a new application. If the property is sold, the new owner must be given a copy of this Certification and approval letter, and is thereby responsible for complying with all the conditions. If total wetland fills for this project (now or in the future) exceed one acre, or of total impacts to streams (now or in the future) exceed 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(s) and any additional conditions listed below.

Condition(s) of Certification:

Project Specific Conditions

- * 1. The NCDOT Rail Division will conduct a pre-construction meeting with all appropriate staff to ensure that the project supervisor and essential staff understand the potential issues with stream and pipe alignment at the permitted site. NCDWQ staff shall be invited to the pre-construction meeting.
- * 2. Compensatory mitigation for 340 linear feet of impact to streams is required. We understand that you have chosen to perform compensatory mitigation for impacts to streams through the North Carolina Ecosystem Enhancement Program (EEP), and that the EEP has agreed to implement the mitigation for the project. EEP has indicated in a letter dated September 18, 2012 that they will assume responsibility for satisfying the federal Clean Water Act compensatory mitigation requirements for the above-referenced project, in accordance with the EEP Mitigation Banking Instrument signed July 28, 2010.
- 3. The permittee shall use /Design Standards in Sensitive Watersheds/[15A NCAC 4B.0124(a)-(e)] in areas draining to 303d waters. 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. Temporary cover (wheat, millet, or similar annual grain) or permanent herbaceous cover shall be planted on all bare soil within 7 business days of ground disturbing activities to provide erosion control.
- 4. Tall fescue shall not be used in the establishment of temporary or permanent groundcover within riparian areas. For the establishment of permanent herbaceous cover, erosion control matting shall be used in conjunction with an appropriate native seed mix on disturbed soils within the riparian area and on disturbed steep slopes with the following exception. Erosion control matting is not necessary if the area is contained by perimeter erosion control devices such as silt fence, temporary sediment ditches, basins, etc. Matting should be secured in place with staples, stakes, or wherever possible, live stakes of native trees. Erosion control matting placed in riparian areas shall not contain a nylon mesh grid, which can impinge and entrap small animals. For the establishment of temporary groundcover within riparian areas, hydroseeding along with wood or cellulose based hydro mulch applied from a fertilizer- and limestone-free tank is allowable at the appropriate rate in conjunction with the erosion control measures. Discharging hydroseed mixtures and wood or cellulose mulch into surface waters is prohibited. Riparian areas are defined as a distance 25 feet landward from top of stream bank.
- 5. 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.
- 6. Bridge deck drains shall not discharge directly into the stream. Stormwater shall be directed across the bridge and pre-treated through site-appropriate means (grassed swales, pre-formed scour holes, vegetated buffers, etc.) before entering the stream. Please refer to the most current version of *Stormwater Best Management Practices*.

7. 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.
8. 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.
9. The use of rip-rap above the Normal High Water Mark shall be minimized. Any rip-rap placed for stream stabilization shall be placed in stream channels in such a manner that it does not impede aquatic life passage.
- * 10. The Permittee shall ensure that the final design drawings adhere to the permit and to the permit drawings submitted for approval.
11. Heavy equipment shall be operated from the banks rather than in the stream channel in order to minimize sedimentation and reduce the introduction of other pollutants into the stream.
12. 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.
13. No rock, sand or other materials shall be dredged from the stream channel except where authorized by this certification.
14. All fill slopes located in jurisdictional wetlands shall be placed at slopes no flatter than 3:1, unless otherwise authorized by this certification.
15. A copy of this Water Quality Certification shall be maintained on the construction site at all times. In addition, the Water Quality Certification and all subsequent modifications, if any, shall be maintained with the Division Engineer and the on-site project manager.
16. The outside buffer, wetland or water boundary located within the construction corridor approved by this authorization shall be clearly marked by highly visible fencing prior to any land disturbing activities. Impacts to areas within the fencing are prohibited unless otherwise authorized by this certification.
17. The issuance of this certification does not exempt the Permittee from complying with any and all statutes, rules, regulations, or ordinances that may be imposed by other government agencies (i.e. local, state, and federal) having jurisdiction, including but not limited to applicable buffer rules, stormwater management rules, soil erosion and sedimentation control requirements, etc.
18. The Permittee shall report any violations of this certification to the Division of Water Quality within 24 hours of discovery.
- * 19. Upon completion of the project (including any impacts at associated borrow or waste sites), the NCDOT Division shall complete and return the enclosed "Certification of Completion Form" to notify NCDWQ when all work included in the 401 Certification has been completed.
20. Native riparian vegetation must be reestablished in the riparian areas within the construction limits of the project by the end of the growing season following completion of construction.
21. There shall be no excavation from, or waste disposal into, jurisdictional wetlands or waters associated with this permit without appropriate modification. Should waste or borrow sites, or access roads to waste or borrow sites, be located in wetlands or streams, compensatory mitigation will be required since that is a direct impact from road construction activities.

If you wish to contest any statement in the attached Certification you must file a petition for an administrative hearing. You may obtain the petition form from the office of Administrative hearings. You must file the petition with the office of Administrative Hearings within sixty (60) days of receipt of this notice. A petition is considered filed when it is received in the office of Administrative Hearings during normal office hours. The Office of Administrative Hearings accepts filings Monday through Friday between the hours of 8:00am and 5:00pm, except for official state holidays. The original and one (1) copy of the petition must be filed with the Office of Administrative Hearings.

The petition may be faxed-provided the original and one copy of the document is received by the Office of Administrative Hearings within five (5) business days following the faxed transmission.
The mailing address for the Office of Administrative Hearings is:

Office of Administrative Hearings
6714 Mail Service Center
Raleigh, NC 27699-6714
Telephone: (919)-733-2698, Facsimile: (919)-733-3478

A copy of the petition must also be served on DENR as follows:

Ms. Mary Penny Thompson, General Counsel
Department of Environment and Natural Resources
1601 Mail Service Center
Raleigh, NC 27699-1601

This letter completes the review of the Division of Water Quality under Section 401 of the Clean Water Act. If you have any questions, please contact Amy Euliss at (336)771-4959.

Sincerely,



 Charles Wakild
Director

Attachments [General Certification (permittee only) and Certificate of Completion form]

Cc: Kent Boyer, Division 9 Environmental Officer (electronic copy only)

John Thomas, US Army Corps of Engineers, Raleigh Field Office (electronic copy only)
Marla Chambers, NC Wildlife Resources Commission (electronic copy only)
Beth Harmon, Ecosystem Enhancement Program (electronic copy only)
Transportation Permitting Unit, (electronic copy only)
File Copy



North Carolina Department of Environment and Natural Resources

Division of Water Quality
Charles Wakild, P.E.
Director

Beverly Eaves Perdue
Governor

Dee Freeman
Secretary

NCDWQ Project No.: _____ County: _____

Applicant: _____

Project Name: _____

Date of Issuance of 401 Water Quality Certification: _____

**Certificate of Completion**

Upon completion of all work approved within the 401 Water Quality Certification or applicable Buffer Rules, and any subsequent modifications, the applicant is required to return this certificate to the 401 Transportation Permitting Unit, North Carolina Division of Water Quality, 1650 Mail Service Center, Raleigh, NC, 27699-1650. This form may be returned to NCDWQ by the applicant, the applicant's authorized agent, or the project engineer. It is not necessary to send certificates from all of these.

Applicant's Certification

I, _____, hereby state that, to the best of my abilities, due care and diligence was used in the observation of the construction such that the construction was observed to be built within substantial compliance and intent of the 401 Water Quality Certification and Buffer Rules, the approved plans and specifications, and other supporting materials.

Signature: _____ Date: _____

Agent's Certification

I, _____, hereby state that, to the best of my abilities, due care and diligence was used in the observation of the construction such that the construction was observed to be built within substantial compliance and intent of the 401 Water Quality Certification and Buffer Rules, the approved plans and specifications, and other supporting materials.

Signature: _____ Date: _____

Engineer's Certification

_____ Partial _____ Final

I, _____, as a duly registered Professional Engineer in the State of North Carolina, having been authorized to observe (periodically, weekly, full time) the construction of the project, for the Permittee hereby state that, to the best of my abilities, due care and diligence was used in the observation of the construction such that the construction was observed to be built within substantial compliance and intent of the 401 Water Quality Certification and Buffer Rules, the approved plans and specifications, and other supporting materials.

Signature _____ Registration No. _____

Date _____

Water Quality Certification No. 3886

**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

Water Quality Certification No. 3886

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:

1. 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 (HQP), 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*.

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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/wq/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.

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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, pre-formed 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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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.

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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 be 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 <http://portal.ncdenr.org/web/wq/swp/ws/401/certsandpermits/apply/forms>. 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.

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- * 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.

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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

By

A handwritten signature in black ink, appearing to read "Matt M. Wakild" followed by a flourish.

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.

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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.¹

- 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.²
 - 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.³
 - 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.⁴
 - 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.⁵
 - 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.⁶
 - 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

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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).⁷

- b. **High Density.** Projects that do not meet the Low Density requirements shall meet the following requirements:
 1. 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).⁸
 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.⁹
 3. DWQ may add specific stormwater management requirements on a case-by-case basis in order to ensure that a proposed activity will not violate water quality standards.¹⁰
 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
 5. 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.¹²

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.**

- i. **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, HWQ, 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.¹³
 - 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.⁵
 - iii. **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.¹³

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- 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.¹³
- 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.¹⁴
- 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.¹⁵

¹ The stormwater requirement for 401 applications is codified in 15A NCAC 02H .0506(b)(5) and (c)(5).

² 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).

⁴ Construction and maintenance of the stormwater plan is necessary to satisfy 15A NCAC 02H .0506(b)(5).

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).

⁷ 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).

⁸ 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).

⁹ The Stormwater BMP Manual is also referenced in 15A NCAC 02B .0265(3)(a) and .0277(4)(e).

¹⁰ The requirement for DWQ to ensure that water quality standards are protected before issuing a 401 certification is codified in 15A NCAC 02H .0506.

¹¹ The LID Toolbox is also referenced in 15A NCAC 02B .0277(4)(g).

¹² The term "public road project" is defined in 15A NCAC 02B .0265(3)(a).

¹³ Conveys application procedure to streamline the permitting process.

¹⁴ Phased development is addressed as a "common plan of development" in 15A NCAC 02H .1003(3).

¹⁵ Procedures for modifying stormwater plans are set forth in 15A NCAC 02H .1011.

Water Quality Certification No. 3893

**GENERAL CERTIFICATION FOR PROJECTS ELIGIBLE
FOR U.S. ARMY CORPS OF ENGINEERS NATIONWIDE PERMIT NUMBER 33
(TEMPORARY CONSTRUCTION, ACCESS AND DEWATERING)
AND RIPARIAN AREA PROTECTION RULES (BUFFER RULES)**

Water Quality Certification Number 3893 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 Regulations in 15A NCAC 02H .0500 and 15A NCAC 02B .0200 for the discharge of fill material to waters and wetland areas as described in 33 CFR 330 Appendix A (B) (33) 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.

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 stream relocation; or
 - b. 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
 - * c. 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:

1. 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.

Water Quality Certification No. 3893

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/wq/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.

Water Quality Certification No. 3893

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, pre-formed 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. 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.

Water Quality Certification No. 3893

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.

* 11. 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.

Water Quality Certification No. 3893

12. 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.
13. 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.
14. Pipes shall be installed under the road or causeway in all streams to carry at least the 25-year storm event 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 during use of this General Certification.
- * 15. 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.
16. In the twenty (20) coastal counties, the appropriate DWQ Regional Office must be contacted to determine if Coastal Stormwater Regulations will be required.
17. This General Certification does not relieve the applicant of the responsibility to obtain all other required Federal, State, or Local approvals.
18. 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.
- * 19. 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.

Water Quality Certification No. 3893

20. 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.
21. 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.

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

By



Charles Wakild, P.E.

Director

History Note: Water Quality Certification (WQC) Number 3893 issued March 19, 2012 replaces WQC Number 3688 issued November 1, 2007; WQC Number 3634 issued March 19, 2007; WQC Number 3366 issued March 18, 2002; WQC Number 3114 issued February 11, 1997; and WQC Number 2727 issued May 1, 1992. This General Certification 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.

PROPERTY OWNERS
NAMES AND ADDRESSES

PARCEL NO.	NAMES	ADDRESSES
1	MARTIN MARIETTA MATERIALS INC	N/A

WETLAND/ STREAM
IMPACTS

NCDOT
RAIL DIVISION
DAVIDSON COUNTY
PROJECT: 49010.1.STR05T1B (C-4901B)
BRIDGE NO. 177 OVER
HAMBY CREEK
ON SR 2024 (UPPER LAKE RD)

NC DEPARTMENT OF TRANSPORTATION
RAIL DIVISION
DAVIDSON COUNTY
WBS - 49010.1.STR0571B (C-4901B)

STATE OF NORTH CAROLINA
RAIL DIVISIONS

DAVIDSON COUNTY

LOCATION: UPPER LAKE RD. GRADE SEPARATION OVER
NCRNS RAILROAD

TYPE OF WORK: PAVING, GRADING, DRAINAGE AND STRUCTURES

WETLAND/STREAM IMPACTS

VICINITY MAP

PROJECT: C-4901B

DATE: 11/1/2013

DESIGNER: P.E.

PROJECT NO: 4901B

PROJECT NAME: UPPER LAKE RD. GRADE SEPARATION OVER NCRNS RAILROAD

NOTES:

THIS PROJECT IS NOT WITHIN ANY MUNICIPAL BOUNDARIES. THIS PROJECT SHALL BE PERFORMED TO THE LIMITS ESTABLISHED BY METHOD III.

END TIP PROJECT C-4901B
POT STA 34+80.00 -L-

BEGIN TIP PROJECT C-4901B
POT STA. 13+90.00 -L-

DESIGN DATA

ADT 2010 = 900

ADT 2035 = 2400

DHV = %

D = %

T = 50 MPH

* TTST = 3% DUAL 33%

FUNC CLASS = LOCAL

PROJECT LENGTH

LENGTH ROADWAY
TIP PROJECT C-4901B = 0.304 MILES

LENGTH STRUCTURE
TIP PROJECT C-4901B = 0.091 MILES

TOTAL LENGTH
TIP PROJECT C-4901B = 0.396 MILES

GRAPHIC SCALES

PLANS

PROFILE (HORIZONTAL)

PROFILE (VERTICAL)

INCORPORATE PLANS
DO NOT USE FOR CONSTRUCTION

HYDRAULICS ENGINEER

ROADWAY DESIGN ENGINEER

PROJECT ENGINEER

RAIL DIVISION

STATE OF NORTH CAROLINA

EDWARD S. ROBBINS, P.E.
PROJECT ENGINEER

DAVID GARRETT
PROJECT DESIGN ENGINEER

RIGHT OF WAY DATE:
APRIL 18, 2012

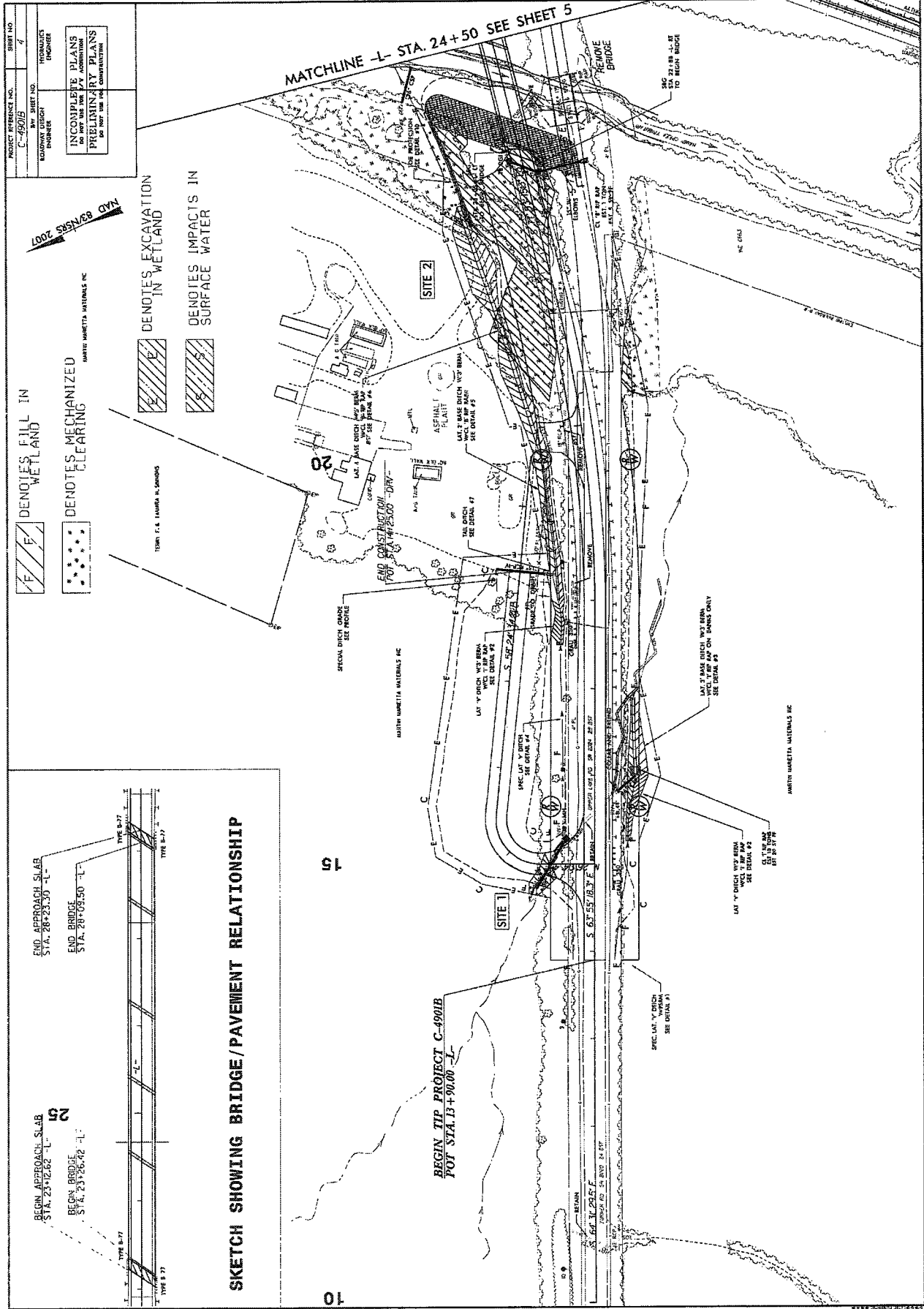
LETTING DATE:
JUNE 19, 2013

PARSONS

Prepared in the Office of:

TIP PROJECT: C-4901B

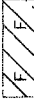
CONTRACT:



PROJECT REFERENCE NO. C-650B	SHEET NO. 4
DESIGNER HARRIS ENGINEERS	INCHES 1/4"
INCOMPLETE PLANS DO NOT USE FOR CONSTRUCTION PRELIMINARY PLANS DO NOT USE FOR CONSTRUCTION	

NO. 63/MS 2007

DENOTES FILL IN
WETLAND



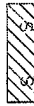
DENOTES MECHANIZED
CLEARING



DENOTES EXCAVATION
IN WETLAND



DENOTES IMPACTS IN
SURFACE WATER



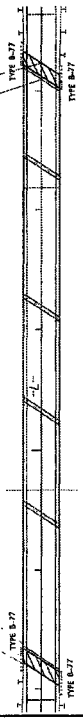
TOURIST C.A. CANADA N. SANDS

BEGIN APPROACH SLAB
STA. 23+2.62 -L-

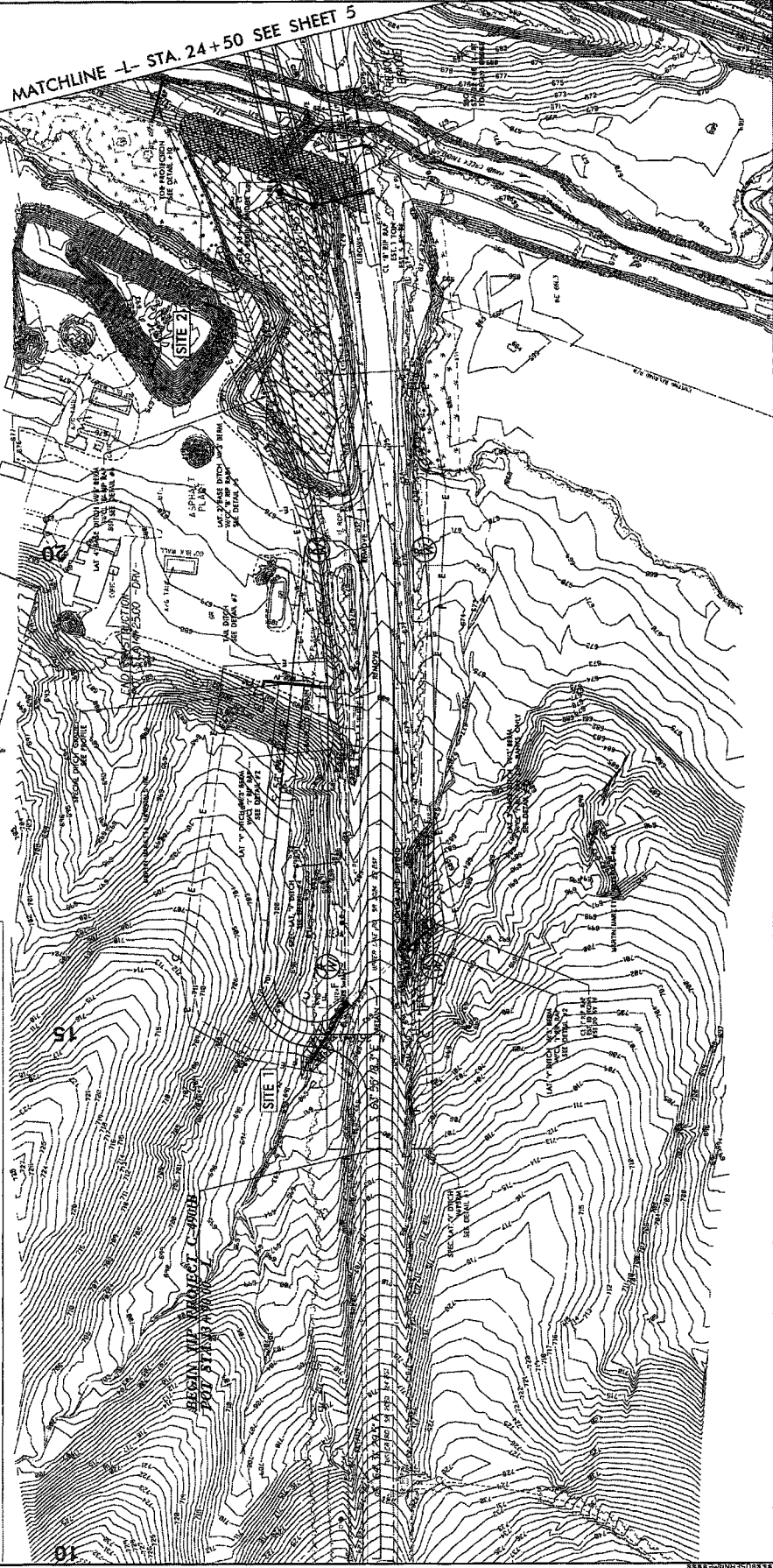
BEGIN BRIDGE
STA. 23+26.42 -L-

END APPROACH SLAB
STA. 28+23.30 -L-

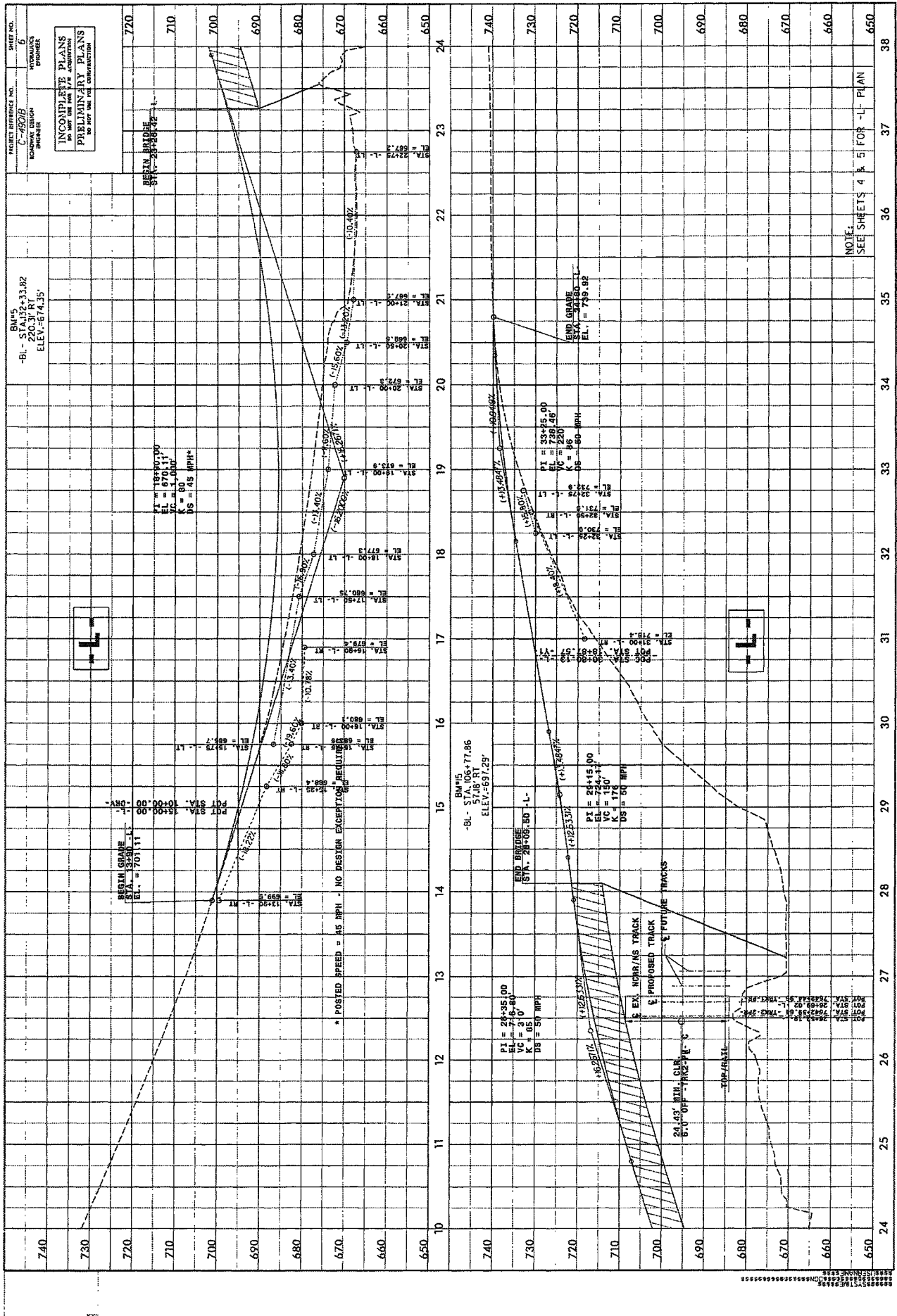
END BRIDGE
STA. 28+03.30 -L-

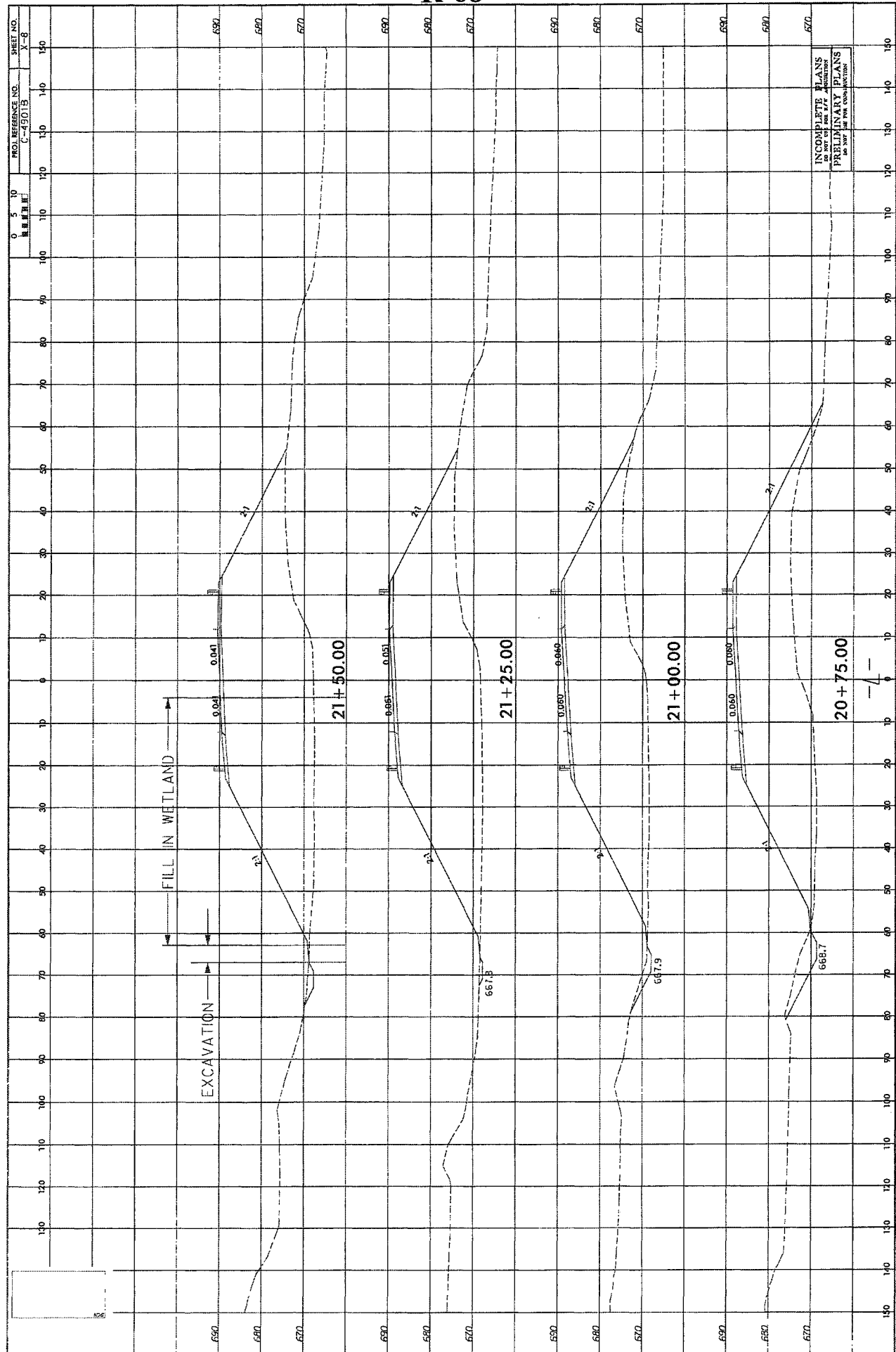


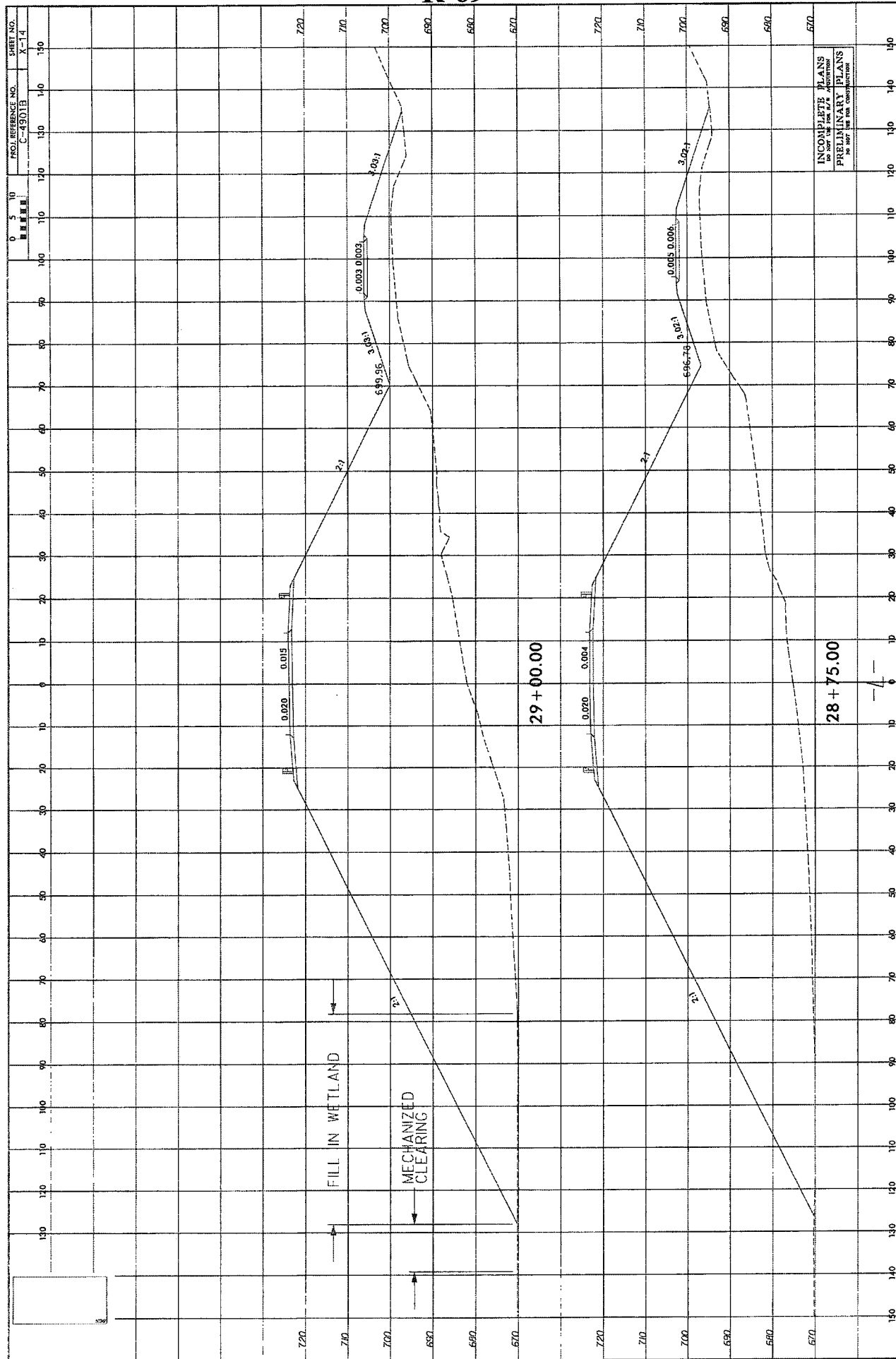
SKETCH SHOWING BRIDGE/PAVEMENT RELATIONSHIP











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 NOT be allowed for the above noxious weeds except for Wild Onion and Wild Garlic.

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

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

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

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

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

FURTHER SPECIFICATIONS FOR EACH SEED GROUP ARE GIVEN BELOW:

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

Sericea Lespedeza
Oats (seeds)

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

Tall Fescue (all approved varieties)
Kobe Lespedeza
Korean Lespedeza
Weeping Lovegrass
Carpetgrass

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

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

Common or Sweet Sundangrass

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

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

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

Centipedegrass
Crownvetch
Pensacola Bahiagrass
Creeping Red Fescue

Japanese Millet
Reed Canary Grass
Zoysia

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

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

STANDARD SPECIAL PROVISION**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”.

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

(3-18-03)

Z-04a

Within Quarantined Area

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

Originating in a Quarantined County

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

Contact

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

Regulated Articles Include

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

STANDARD SPECIAL PROVISION**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”.

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

Z-7

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

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

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

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

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

**EMPLOYMENT GOALS FOR MINORITY
AND FEMALE PARTICIPATION**

Economic Areas

Area 023 29.7%

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

Area 024 31.7%

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

Area 025 23.5%

Columbus County
Duplin County
Onslow County
Pender County

Area 026 33.5%

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

Area 027 24.7%

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

Area 028 15.5%

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

Area 029 15.7%

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

Area 0480 8.5%

Buncombe County
Madison County

Area 030 6.3%

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

SMSA AreasArea 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 FemaleParticipation in Each Trade

(Statewide) 6.9%

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

FHWA - 1273 Electronic Version - May 1, 2012

Z-8

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

ATTACHMENTS

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

I. GENERAL

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

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

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

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

II. NONDISCRIMINATION

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

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

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

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

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

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

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

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

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

III. NONSEGREGATED FACILITIES

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

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

IV. DAVIS-BACON AND RELATED ACT PROVISIONS

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

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

1. Minimum wages

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

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

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

- b. (1) The contracting officer shall require that any class of laborers or mechanics, including helpers, which is not listed in the wage determination and which is to be employed under the contract shall be classified in conformance with the wage determination. The contracting officer shall approve an additional classification and wage rate and fringe benefits therefore only when the following criteria have been met:
 - (i) The work to be performed by the classification requested is not performed by a classification in the wage determination; and
 - (ii) The classification is utilized in the area by the construction industry; and
 - (iii) The proposed wage rate, including any bona fide fringe benefits, bears a reasonable relationship to the wage rates contained in the wage determination.
- (2) If the contractor and the laborers and mechanics to be employed in the classification (if known), or their representatives, and the contracting officer agree on the classification and wage rate (including the amount designated for fringe benefits where appropriate), a report of the action taken shall be sent by the contracting officer to the Administrator of the Wage and Hour Division, Employment Standards Administration, U.S. Department of Labor, Washington, DC 20210. The Administrator, or an authorized representative, will approve, modify, or disapprove every additional classification action within 30 days of receipt and so advise the contracting officer or will notify the contracting officer within the 30-day period that additional time is necessary.
- (3) In the event the contractor, the laborers or mechanics to be employed in the classification or their representatives, and the contracting officer do not agree on the proposed classification and wage rate (including the amount designated for fringe benefits, where appropriate), the contracting officer shall refer the questions, including the views of all interested parties and the recommendation of the contracting officer, to the Wage and Hour Administrator for determination. The Wage and Hour Administrator, or an authorized representative, will issue a determination within 30 days of receipt and so advise the contracting officer or will notify the contracting officer within the 30-day period that additional time is necessary.
- (4) The wage rate (including fringe benefits where appropriate) determined pursuant to paragraphs 1.b.(2) or 1.b.(3) of this section, shall be paid to all workers performing work in the classification under this contract from the first day on which work is performed in the classification.
- c. Whenever the minimum wage rate prescribed in the contract for a class of laborers or mechanics includes a fringe benefit which is not expressed as an hourly rate, the contractor shall either pay the benefit as stated in the wage determination or shall pay another bona fide fringe benefit or an hourly cash equivalent thereof.
- d. If the contractor does not make payments to a trustee or other third person, the contractor may consider as part of the wages of any laborer or mechanic the amount of any costs reasonably anticipated in providing bona fide fringe benefits under a plan or program. Provided, That the Secretary of Labor has found, upon the written request of the contractor, that the applicable standards of the Davis-Bacon Act have been met. The Secretary of Labor may require the contractor to set aside in a separate account assets for the meeting of obligations under the plan or program.
2. **Withholding.** The contracting agency shall upon its own action or upon written request of an authorized representative of the Department of Labor, withhold or cause to be withheld from the contractor under this contract, or any other Federal contract with the same prime contractor, or any other federally-assisted contract subject to Davis-Bacon prevailing wage requirements, which is held by the same prime contractor, so much of the accrued payments or advances as may be considered necessary to pay laborers and mechanics, including apprentices, trainees, and helpers, employed by the contractor or any subcontractor the full amount of wages required by the contract. In the event of failure to pay any laborer or mechanic, including any apprentice, trainee, or helper, employed or working on the site of the work, all or part of the wages required by the contract, the contracting agency may, after written notice to the contractor, take such action as may be necessary to cause the suspension of any further payment, advance, or guarantee of funds until such violations have ceased.
3. **Payrolls and basic records**
 - a. Payrolls and basic records relating thereto shall be maintained by the contractor during the course of the work and preserved for a period of three years thereafter for all laborers and mechanics working at the site of the work. Such records shall contain the name, address, and social security number of each such worker, his or her correct classification, hourly rates of wages paid (including rates of contributions or costs anticipated for bona fide fringe benefits or cash equivalents thereof of the types described in section 1(b)(2)(B) of the Davis-Bacon Act), daily and weekly number of hours worked, deductions made and actual wages paid. Whenever the Secretary of Labor has found under 29 CFR 5.5(a)(1)(iv) that the wages of any laborer or mechanic include the amount of any costs reasonably anticipated in providing benefits under a plan or program described in section 1(b)(2)(B) of the Davis-Bacon Act, the contractor shall maintain records which show that the commitment to provide such benefits is enforceable, that the plan or program is financially responsible, and that the plan or program has been communicated in writing to the laborers or mechanics affected, and records which show the costs anticipated or the actual cost incurred in providing such benefits. Contractors employing apprentices or trainees under approved programs shall maintain written evidence of the registration of apprenticeship programs and certification of trainee programs, the registration of the apprentices and trainees, and the ratios and wage rates prescribed in the applicable programs.
 - b. (1) The contractor shall submit weekly for each week in which any contract work is performed a copy of all payrolls to the contracting agency. The payrolls submitted shall set out accurately and completely all of the information required to be maintained under 29 CFR 5.5(a)(3)(i), except that full social security numbers and home addresses shall not be included on weekly transmittals. Instead the

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

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

4. Apprentices and trainees

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

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

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

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

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

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

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

In the event the Employment and Training Administration withdraws approval of a training program, the contractor will no longer be permitted to utilize trainees at less than the applicable predetermined rate for the work performed until an acceptable program is approved.

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

V. CONTRACT WORK HOURS AND SAFETY STANDARDS ACT

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

1. **Overtime requirements.** No contractor or subcontractor contracting for any part of the contract work which may require or involve the employment of laborers or mechanics shall require or permit any such laborer or mechanic in any workweek in which he or she is employed on such work to work in excess of forty hours in such workweek unless such laborer or mechanic receives compensation at a rate not less than one and one-half times the basic rate of pay for all hours worked in excess of forty hours in such workweek.
2. **Violation; liability for unpaid wages; liquidated damages.** In the event of any violation of the clause set forth in paragraph (1.) of this section, the contractor and any subcontractor responsible therefor shall be liable for the unpaid wages. In addition, such contractor and subcontractor shall be liable to the United States (in the case of work done under contract for the District of Columbia or a territory, to such District or to such territory), for liquidated damages. Such liquidated damages shall be computed with respect to each individual laborer or mechanic, including watchmen and guards, employed in violation of the clause set forth in paragraph (1.) of this section, in the sum of \$10 for each calendar day on which such individual was required or permitted to work in excess of the standard workweek of forty hours without payment of the overtime wages required by the clause set forth in paragraph (1.) of this section.
3. **Withholding for unpaid wages and liquidated damages.** The FHWA or the 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 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.
 5. The 30% self-performance requirement of paragraph (1) is not applicable to design-build contracts; however, contracting agencies may establish their own self-performance requirements.

VII. SAFETY: ACCIDENT PREVENTION

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

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

VIII. FALSE STATEMENTS CONCERNING HIGHWAY PROJECTS

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

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

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

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

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

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

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

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

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

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

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

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

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

1. Instructions for Certification – First Tier Participants:

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

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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.

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

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

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XI. CERTIFICATION REGARDING USE OF CONTRACT FUNDS FOR LOBBYING

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

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

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

(10-16-07) (Rev. 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.

STANDARD SPECIAL PROVISION
MINIMUM WAGES
GENERAL DECISION NC130096 01/04/2013 NC96

Z-96

Date: January 4, 2013

General Decision Number: NC130096 01/04/13 NC96

Superseded General Decision Numbers: NC20120096

State: North Carolina

Construction Type: HIGHWAY

COUNTIES:

Bladen	Lee	Robeson
Cleveland	Lenoir	Rowan
Columbus	Lincoln	Sampson
Davidson	Montgomery	Scotland
Duplin	Moore	Stanly
Harnett	Richmond	Wilson
Iredell		

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

Modification Number
0

Publication Date
01/04/2013

SUNC2011-077 09/16/2011

	Rates	Fringes
CARPENTER (Form Work Only)	13.30	
CEMENT MASON/CONCRETE FINISHER	14.18	
INSTALLER (Guardrail) (includes Guiderail/Post Driver Work)	11.76	
IRONWORKER (Reinforcing)	13.90	
LABORER		
Asphalt, Asphalt Distributor, Raker, and Spreader	12.81	
Common or General		
Davidson County	10.64	
Harnett County	10.41	
Iredell County	10.38	
Lenoir County	9.98	
Remaining Counties	10.27	
Richmond County	10.46	
Robeson County	10.07	
Rowan County	10.25	
Stanly County	9.03	
Concrete Saw	11.56	
Landscape	9.90	
Luteman	12.68	
Mason Tender (Cement/Concrete)	10.53	
Pipelayer		
Remaining Counties	11.79	
Stanly County	12.25	
Traffic Control (Flagger)	10.31	
POWER EQUIPMENT OPERATORS		
Backhoe/Excavator/Trackhoe	14.64	
Broom/Sweeper	12.29	
Bulldozer	15.32	
Crane	19.10	
Grader/Blade	19.29	
Loader	13.93	
Mechanic	15.92	
Milling Machine		
Columbus, Davidson, Duplin, Lenoir, Lincoln, Moore, Richmond, and Stanly Counties	14.09	
Remaining Counties	13.80	
Oiler	14.19	
Paver	14.10	
Roller	12.83	
Scraper	12.29	
Screed	14.75	
Tractor	13.92	
TRUCK DRIVER		
Dump Truck		
Davidson County	12.61	
Remaining Counties	11.80	
Lowboy Truck	15.99	
Single Axle Truck	12.07	
Water Truck	13.82	

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

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

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

Union Identifiers

An identifier enclosed in dotted lines beginning with characters other than "SU" denotes that the union classification and rate have found to be prevailing for that classification. Example: PLUM0198-005 07/01/2011. The first four letters, PLUM, indicate the international union and the four-digit number, 0198, that follows indicates the local union number or district council number where applicable, i.e., Plumbers Local 0198. The next number, 005 in the example, is an internal number used in processing the wage determination. The date, 07/01/2011, following these characters is the effective date of the most current negotiated rate/collective bargaining agreement which would be July 1, 2011 in the above example.

Union prevailing wage rates will be updated to reflect any changes in the collective bargaining agreements governing the rates.

0000/9999: weighted union wage rates will be published annually each January.

Non-Union Identifiers

Classifications listed under an "SU" identifier were derived from survey data by computing average rates and are not union rates; however, the data used in computing these rates may include both union and non-union data. Example: SULA2004-007 5/13/2010. SU indicates the rates are not union rates, LA indicates the State of Louisiana; 2004 is the year of the survey; and 007 is an internal number used in producing the wage determination. A 1993 or later date, 5/13/2010, indicates the classifications and rates under that identifier were issued as a General Wage Determination on that date.

Survey wage rates will remain in effect and will not change until a new survey is conducted.

WAGE DETERMINATION APPEALS PROCESS

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

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

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

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

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

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

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

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

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

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

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

END OF GENERAL DECISION

County : Davidson

Line #	Item Number	Sec #	Description	Quantity	Unit Cost	Amount
ROADWAY ITEMS						
0001	0000100000-N	800	MOBILIZATION	Lump Sum	L.S.	
0002	0000400000-N	801	CONSTRUCTION SURVEYING	Lump Sum	L.S.	
0003	0029000000-N	SP	REINFORCED BRIDGE APPROACH FILL, STATION ***** (25+67.96)	Lump Sum	L.S.	
0004	0050000000-E	226	SUPPLEMENTARY CLEARING & GRUB- BING	1 ACR		
0005	0057000000-E	226	UNDERCUT EXCAVATION	10,500 CY		
0006	0063000000-N	SP	GRADING	Lump Sum	L.S.	
0007	0106000000-E	230	BORROW EXCAVATION	78,900 CY		
0008	0127000000-N	SP	EMBANKMENT SETTLEMENT GAUGES	4 EA		
0009	0134000000-E	240	DRAINAGE DITCH EXCAVATION	1,660 CY		
0010	0192000000-N	260	PROOF ROLLING	1.1 HR		
0011	0194000000-E	SP	SELECT GRANULAR MATERIAL, CLASS III	10,500 CY		
0012	0196000000-E	270	GEOTEXTILE FOR SOIL STABILIZA- TION	10,680 SY		
0013	0318000000-E	300	FOUNDATION CONDITIONING MATE- RIAL, MINOR STRUCTURES	70 TON		
0014	0320000000-E	300	FOUNDATION CONDITIONING GEO- TEXTILE	190 SY		
0015	0335200000-E	305	15" DRAINAGE PIPE	280 LF		
0016	0335850000-E	305	*** DRAINAGE PIPE ELBOWS (15")	4 EA		
0017	0448200000-E	310	15" RC PIPE CULVERTS, CLASS IV	156 LF		
0018	0576000000-E	310	*** CS PIPE CULVERTS, ***** THICK (36", 0.079")	128 LF		

County : Davidson

Line #	Item Number	Sec #	Description	Quantity	Unit Cost	Amount
0019	0973100000-E	330	*** WELDED STEEL PIPE, ***** THICK, GRADE B IN SOIL (48", 0.688")	48 LF		
0020	0973300000-E	330	*** WELDED STEEL PIPE, ***** THICK, GRADE B NOT IN SOIL (48", 0.688")	48 LF		
0021	0986000000-E	SP	GENERIC PIPE ITEM 48" WELDED STEEL PIPE, 0.688" THICK, GRADE B, OPEN CUT	20 LF		
0022	0995000000-E	340	PIPE REMOVAL	149 LF		
0023	1121000000-E	520	AGGREGATE BASE COURSE	73 TON		
0024	1220000000-E	545	INCIDENTAL STONE BASE	100 TON		
0025	1330000000-E	607	INCIDENTAL MILLING	175 SY		
0026	1489000000-E	610	ASPHALT CONC BASE COURSE, TYPE B25.0B	130 TON		
0027	1491000000-E	610	ASPHALT CONC BASE COURSE, TYPE B25.0C	2,910 TON		
0028	1503000000-E	610	ASPHALT CONC INTERMEDIATE COURSE, TYPE I19.0C	1,100 TON		
0029	1523000000-E	610	ASPHALT CONC SURFACE COURSE, TYPE S9.5C	1,100 TON		
0030	1525000000-E	610	ASPHALT CONC SURFACE COURSE, TYPE SF9.5A	50 TON		
0031	1575000000-E	620	ASPHALT BINDER FOR PLANT MIX	260 TON		
0032	1693000000-E	654	ASPHALT PLANT MIX, PAVEMENT REPAIR	25 TON		
0033	2000000000-N	806	RIGHT OF WAY MARKERS	27 EA		
0034	2209000000-E	838	ENDWALLS	10 CY		
0035	2253000000-E	840	PIPE COLLARS	1 CY		
0036	2275000000-E	SP	FLOWABLE FILL	25 CY		

County : Davidson

Line #	Item Number	Sec #	Description	Quantity	Unit Cost	Amount
0037	2286000000-N	840	MASONRY DRAINAGE STRUCTURES	5 EA		
0038	2367000000-N	840	FRAME WITH TWO GRATES, STD 840.29	4 EA		
0039	2396000000-N	840	FRAME WITH COVER, STD 840.54	1 EA		
0040	2556000000-E	846	SHOULDER BERM GUTTER	360 LF		
0041	3030000000-E	862	STEEL BM GUARDRAIL	1,912.5 LF		
0042	3105000000-N	862	STEEL BM GUARDRAIL TERMINAL SECTIONS	4 EA		
0043	3150000000-N	862	ADDITIONAL GUARDRAIL POSTS	5 EA		
0044	3215000000-N	862	GUARDRAIL ANCHOR UNITS, TYPE III	4 EA		
0045	3270000000-N	SP	GUARDRAIL ANCHOR UNITS, TYPE 350	4 EA		
0046	3578000000-N	SP	GENERIC FENCING ITEM RIGHT OF WAY GATE	1 EA		
0047	3628000000-E	876	RIP RAP, CLASS I	370 TON		
0048	3649000000-E	876	RIP RAP, CLASS B	550 TON		
0049	3656000000-E	876	GEOTEXTILE FOR DRAINAGE	3,645 SY		
0050	4025000000-E	901	CONTRACTOR FURNISHED, TYPE *** SIGN (E)	90 SF		
0051	4072000000-E	903	SUPPORTS, 3-LB STEEL U-CHANNEL	344 LF		
0052	4102000000-N	904	SIGN ERECTION, TYPE E	15 EA		
0053	4155000000-N	907	DISPOSAL OF SIGN SYSTEM, U-CHANNEL	8 EA		
0054	4238000000-N	907	DISPOSAL OF SIGN, D, E OR F	8 EA		
0055	4400000000-E	1110	WORK ZONE SIGNS (STATIONARY)	500 SF		

County : Davidson

Line #	Item Number	Sec #	Description	Quantity	Unit Cost	Amount
0056	4405000000-E	1110	WORK ZONE SIGNS (PORTABLE)	100 SF		
0057	4410000000-E	1110	WORK ZONE SIGNS (BARRICADE MOUNTED)	120 SF		
0058	4430000000-N	1130	DRUMS	30 EA		
0059	4445000000-E	1145	BARRICADES (TYPE III)	80 LF		
0060	4450000000-N	1150	FLAGGER	40 HR		
0061	4685000000-E	1205	THERMOPLASTIC PAVEMENT MARKING LINES (4", 90 MILS)	4,200 LF		
0062	4686000000-E	1205	THERMOPLASTIC PAVEMENT MARKING LINES (4", 120 MILS)	4,540 LF		
0063	4770000000-E	1205	COLD APPLIED PLASTIC PAVEMENT MARKING LINES, TYPE ** (4") (I)	1,952 LF		
0064	4810000000-E	1205	PAINT PAVEMENT MARKING LINES (4")	7,500 LF		
0065	4875000000-N	1205	REMOVAL OF PAVEMENT MARKING SYMBOLS & CHARACTERS	2 EA		
0066	4955000000-N	1264	OBJECT MARKERS (END OF ROAD)	6 EA		
0067	5325600000-E	1510	6" WATER LINE	215 LF		
0068	5606600000-E	1515	6" BLOW OFF	1 EA		
0069	5648000000-N	1515	RELOCATE WATER METER	1 EA		
0070	6000000000-E	1605	TEMPORARY SILT FENCE	7,000 LF		
0071	6006000000-E	1610	STONE FOR EROSION CONTROL, CLASS A	115 TON		
0072	6009000000-E	1610	STONE FOR EROSION CONTROL, CLASS B	1,200 TON		
0073	6012000000-E	1610	SEDIMENT CONTROL STONE	750 TON		

County : Davidson

Line #	Item Number	Sec #	Description	Quantity	Unit Cost	Amount
0074	6015000000-E	1615	TEMPORARY MULCHING	15 ACR		
0075	6018000000-E	1620	SEED FOR TEMPORARY SEEDING	500 LB		
0076	6021000000-E	1620	FERTILIZER FOR TEMPORARY SEEDING	3 TON		
0077	6024000000-E	1622	TEMPORARY SLOPE DRAINS	1,000 LF		
0078	6029000000-E	SP	SAFETY FENCE	200 LF		
0079	6030000000-E	1630	SILT EXCAVATION	1,000 CY		
0080	6036000000-E	1631	MATting FOR EROSION CONTROL	20,940 SY		
0081	6037000000-E	SP	COIR FIBER MAT	100 SY		
0082	6038000000-E	SP	PERMANENT SOIL REINFORCEMENT MAT	220 SY		
0083	6042000000-E	1632	1/4" HARDWARE CLOTH	600 LF		
0084	6070000000-N	1639	SPECIAL STILLING BASINS	16 EA		
0085	6071010000-E	SP	WATTLE	1,650 LF		
0086	6071020000-E	SP	POLYACRYLAMIDE (PAM)	300 LB		
0087	6071030000-E	1640	COIR FIBER BAFFLE	300 LF		
0088	6071050000-E	SP	*** SKIMMER (1-1/2")	3 EA		
0089	6084000000-E	1660	SEEDING & MULCHING	15 ACR		
0090	6087000000-E	1660	MOWING	8 ACR		
0091	6090000000-E	1661	SEED FOR REPAIR SEEDING	150 LB		
0092	6093000000-E	1661	FERTILIZER FOR REPAIR SEEDING	0.25 TON		
0093	6096000000-E	1662	SEED FOR SUPPLEMENTAL SEEDING	300 LB		

County : Davidson

Line #	Item Number	Sec #	Description	Quantity	Unit Cost	Amount
0094	6108000000-E	1665	FERTILIZER TOPDRESSING	9 TON		
0095	6114500000-N	1667	SPECIALIZED HAND MOWING	10 MHR		
0096	6117000000-N	SP	RESPONSE FOR EROSION CONTROL	25 EA		
0097	7985000000-N	SP	GENERIC SIGNAL ITEM REMOVAL & DISPOSAL OF RAILROAD WARNING BEACON & EQUIPMENT	Lump Sum	L.S.	
STRUCTURE ITEMS						
0098	8035000000-N	402	REMOVAL OF EXISTING STRUCTURE AT STATION ***** (26+52.19-L-)	Lump Sum	L.S.	
0099	8105500000-E	411	***_***" DIA DRILLED PIERS IN SOIL (4'-6")	120.5 LF		
0100	8105600000-E	411	***_***" DIA DRILLED PIERS NOT IN SOIL (4'-6")	103 LF		
0101	8111000000-E	411	PERMANENT STEEL CASING FOR ***_***" DIA DRILLED PIER (4'-6")	24.6 LF		
0102	8113000000-N	411	SID INSPECTIONS	1 EA		
0103	8114000000-N	411	SPT TESTING	1 EA		
0104	8115000000-N	411	CSL TESTING	1 EA		
0105	8147000000-E	420	REINFORCED CONCRETE DECK SLAB	17,421 SF		
0106	8161000000-E	420	GROOVING BRIDGE FLOORS	16,333 SF		
0107	8182000000-E	420	CLASS A CONCRETE (BRIDGE)	389.7 CY		
0108	8210000000-N	422	BRIDGE APPROACH SLABS, STATION ***** (26+52.19-L-)	Lump Sum	L.S.	

County : Davidson

Line #	Item Number	Sec #	Description	Quantity	Unit Cost	Amount
0109	8217000000-E	425	REINFORCING STEEL (BRIDGE)	82,829 LB		
0110	8238000000-E	425	SPIRAL COLUMN REINFORCING STEEL (BRIDGE)	12,355 LB		
0111	8277000000-E	430	MODIFIED 72" PRESTRESSED CONC GIRDERS	1,500.83 LF		
0112	8364000000-E	450	HP12X53 STEEL PILES	1,246 LF		
0113	8505000000-E	460	VERTICAL CONCRETE BARRIER RAIL	960.75 LF		
0114	8524000000-E	SP	*** CHAIN LINK FENCE (72")	248 LF		
0115	8531000000-E	462	4" SLOPE PROTECTION	343 SY		
0116	8608000000-E	876	RIP RAP CLASS II (2'-0" THICK)	530 TON		
0117	8622000000-E	876	GEOTEXTILE FOR DRAINAGE	590 SY		
0118	8657000000-N	430	ELASTOMERIC BEARINGS	Lump Sum	L.S.	
0119	8692000000-N	SP	FOAM JOINT SEALS	Lump Sum	L.S.	

1154/Feb08/Q317378.23/D517075060000/E119

Total Amount Of Bid For Entire Project :

Vendor 1 of 9: D. H. GRIFFIN CONSTRUCTION COMPANY, LLC
(9717)
Call Order 008 (Proposal: C203141)

Bid Information

County: DAVIDSON

Bid Checksum: 2DCFC3A4

Address: 431 Raleigh View Road
Raleigh , North Carolina , 27610

Bid Total: \$4,203,035.33

Signature Check: David_Hurley_9717

Items Total: \$4,203,035.33 ✓

Time Bid Received: March 19, 2013 11:45 AM

Time Total: \$0.00

Amendment Count: 0

Bidding Errors:
None.

DBE GOAL SET 10.0

DBE GOAL MET 10.0

Vendor 1 of 9: D. H. GRIFFIN CONSTRUCTION COMPANY, LLC
(9717)
Call Order 008 (Proposal: C203141)

Bid Bond Information

Projects:	Bond Maximum:
Counties:	State of Incorporation:
Bond ID: SNC13120953	Agency Execution Date: 3/12/2013 11
Paid by Check: No	Surety Name: surety2000
Bond Percent: 5%	Bond Agency Name: Travelers Casualty and Surety Company of America

Vendor 9717's Bid Information for Call 008, Letting L130319, 03/19/13

D.H. Griffin Construction, LLC. (9717)
Call Order 008 (Proposal ID C203141)

LIST OF DBE PARTICIPANTS

VENDOR NUMBER	DBE NAME ADDRESS	WORK CODE TYPE OF WORK	CERT TYPE AMOUNT	
3765 WB	STAY ALERT SAFETY SERVICES INC POST OFFICE BOX 467 , KERNERSVILLE, NC 27285		Sub	5,157.60 Committed
8504 MB	ABRAM CONSTRUCTION INC 11320 LEADENHALL LANE , CHARLOTTE, NC 28262		Sub	5,490.00 Committed
2976 WB	CAROLINA ENVIRONMENTAL CONTRACT POST OFFICE BOX 1905 , MT. AIRY, NC 27030		Sub	21,696.00 Committed
3145 WB	WATTS BARRIER WALLS 55 MUSCADINE LANE , MOUNTVILLE, SC 29370		Sub	34,298.78 Committed
3230 WB	HIATT & MASON ENTERPRISES, INC POST OFFICE BOX 1378 , MOUNT AIRY, NC 27030		Sub	29,794.92 Committed
4898 WB	BULLINGTON CONSTRUCTION INC 417 FOXGLOVE LANE , INDIAN TRAIL, NC 28079		Sub	68,424.13 Committed
3346 WB	LINEBERRY, INC. POST OFFICE BOX 307 , CLIMAX, NC 27233		Sub	81,760.00 Committed
4434 WB	LONG BROTHERS OF SUMMERFIELD, I PO BOX 35048 , GREENSBORO, NC 27425		Sub	193,547.00 Committed
			TOTAL:	\$440,168.43 10.47%

Vendor 9717's Bid Information for Call 008, Letting L130319, 03/19/13

D.H. Griffin Construction, LLC. (9717)
Call Order 008 (Proposal ID C203141)

Miscellaneous Data Info - Contractor Responses:

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NON-COLLUSION AND DEBARMENT CERTIFICATION

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

Explanation:

NOT ANSWERED
NOT ANSWERED
NOT ANSWERED
NOT ANSWERED

AWARD LIMITS ON MULTIPLE PROJECTS

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

It is the desire of the Bidder to be awarded contracts, the value of which 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: SNC13120953
Surety Registry Agency: surety2000
Verified?: Yes
Surety Agency: Travelers Casualty and Surety Company of America
Bond Execution Date: 3/12/2013 11
Bond Amount: \$210,151.77 (Five Percent of Bid)

Contract ID: C203141 Project(s): FRA-FR-HSR-0006-10-01-
Letting Date: 03-19-13 Call Order: 008
Bidder: 9717 - D.H. Griffin Construction, LLC.

Line No.	Item Description	Approx. Quantity and Units	Unit Price Dollars Cts	Bid Amount Dollars Ct
Section 0001 ROADWAY ITEMS				
Alt Group				
0001	0000100000-N MOBILIZATION	LUMP	LUMP	210,000.00
0002	0000400000-N CONSTRUCTION SURVEYING	LUMP	LUMP	50.00
0003	0029000000-N REINFORCED BRIDGE APPROACH FILL, STATION ***** (25+67.96)	LUMP	LUMP	40,000.00
0004	0050000000-E SUPPLEMENTARY CLEARING & GRUB-BING	1.000 ACR	10,000.00000	10,000.00
0005	0057000000-E UNDERCUT EXCAVATION	10,500.000 CY	4.46000	46,830.00
0006	0063000000-N GRADING	LUMP	LUMP	380,000.00
0007	0106000000-E BORROW EXCAVATION	78,900.000 CY	5.50000	433,950.00
0008	0127000000-N EMBANKMENT SETTLEMENT GAUGES	4.000 EA	600.00000	2,400.00
0009	0134000000-E DRAINAGE DITCH EXCAVATION	1,660.000 CY	6.50000	10,790.00
0010	0192000000-N PROOF ROLLING	1.100 HR	3,900.00000	4,290.00

Contract ID: C203141 Project(s): FRA-FR-HSR-0006-10-01-
Letting Date: 03-19-13 Call Order: 008
Bidder: 9717 - D.H. Griffin Construction, LLC.

Line No.	Item Description	Approx. Quantity and Units	Unit Price Dollars Cts	Bid Amount Dollars Ct
0011	0194000000-E SELECT GRANULAR MATERIAL, CLASS III	10,500.000 CY	34.00000	357,000.00
0012	0196000000-E GEOTEXTILE FOR SOIL STABILIZATION	10,680.000 SY	1.00000	10,680.00
0013	0318000000-E FOUNDATION CONDITIONING MATERIAL, MINOR STRUCTURES	70.000 TON	4.50000	315.00
0014	0320000000-E FOUNDATION CONDITIONING GEOTEXTILE	190.000 SY	4.00000	760.00
0015	0335200000-E 15" DRAINAGE PIPE	280.000 LF	45.00000	12,600.00
0016	0335850000-E **" DRAINAGE PIPE ELBOWS (15")	4.000 EA	230.00000	920.00
0017	0448200000-E 15" RC PIPE CULVERTS, CLASS IV	156.000 LF	40.00000	6,240.00
0018	0576000000-E **" CS PIPE CULVERTS, ***** THICK (36", 0.079")	128.000 LF	87.00000	11,136.00
0019	0973100000-E **" WELDED STEEL PIPE, ***** THICK, GRADE B IN SOIL (48", 0.688")	48.000 LF	410.00000	19,680.00
0020	0973300000-E **" WELDED STEEL PIPE, ***** THICK, GRADE B NOT IN SOIL (48", 0.688")	48.000 LF	990.00000	47,520.00
0021	0986000000-E GENERIC PIPE ITEM 48" WELDED STEEL PIPE, 0.688" THICK, GRADE B, OPEN CUT	20.000 LF	600.00000	12,000.00

State of NC
Dept of Transportation

Date: 02-19-13
Revised:

Contract ID: C203141 Project(s): FRA-FR-HSR-0006-10-01-
Letting Date: 03-19-13 Call Order: 008
Bidder: 9717 - D.H. Griffin Construction, LLC.

Line No.	Item Description	Approx. Quantity and Units	Unit Price Dollars Cts	Bid Amount Dollars Ct
0022	0995000000-E PIPE REMOVAL	149.000 LF	7.00000	1,043.00
0023	1121000000-E AGGREGATE BASE COURSE	73.000 TON	75.00000	5,475.00
0024	1220000000-E INCIDENTAL STONE BASE	100.000 TON	39.00000	3,900.00
0025	1330000000-E INCIDENTAL MILLING	175.000 SY	22.00000	3,850.00
0026	1489000000-E ASPHALT CONC BASE COURSE, TYPE B25.0B	130.000 TON	58.77000	7,640.10
0027	1491000000-E ASPHALT CONC BASE COURSE, TYPE B25.0C	2,910.000 TON	40.48000	117,796.80
0028	1503000000-E ASPHALT CONC INTERMEDIATE COURSE, TYPE I19.0C	1,100.000 TON	46.92000	51,612.00
0029	1523000000-E ASPHALT CONC SURFACE COURSE, TYPE S9.5C	1,100.000 TON	45.62000	50,182.00
0030	1525000000-E ASPHALT CONC SURFACE COURSE, TYPE SF9.5A	50.000 TON	113.68000	5,684.00
0031	1575000000-E ASPHALT BINDER FOR PLANT MIX	260.000 TON	554.13000	144,073.80
0032	1693000000-E ASPHALT PLANT MIX, PAVEMENT REPAIR	25.000 TON	147.33000	3,683.25
0033	2000000000-N RIGHT OF WAY MARKERS	27.000 EA	200.00000	5,400.00

Contract ID: C203141

Project(s): FRA-FR-HSR-0006-10-01-

Letting Date: 03-19-13 Call Order: 008

Bidder: 9717 - D.H. Griffin Construction, LLC.

Line No.	Item Description	Approx. Quantity and Units	Unit Price Dollars Cts	Bid Amount Dollars Ct
0034	2209000000-E ENDWALLS	10.000 CY	2,000.00000	20,000.00
0035	2253000000-E PIPE COLLARS	1.000 CY	850.00000	850.00
0036	2275000000-E FLOWABLE FILL	25.000 CY	270.00000	6,750.00
0037	2286000000-N MASONRY DRAINAGE STRUCTURES	5.000 EA	2,400.00000	12,000.00
0038	2367000000-N FRAME WITH TWO GRATES, STD 840.29	4.000 EA	600.00000	2,400.00
0039	2396000000-N FRAME WITH COVER, STD 840.54	1.000 EA	500.00000	500.00
0040	2556000000-E SHOULDER BERM GUTTER	360.000 LF	15.25000	5,490.00
0041	3030000000-E STEEL BM GUARDRAIL	1,912.500 LF	14.25000	27,253.13
0042	3105000000-N STEEL BM GUARDRAIL TERMINAL SECTIONS	4.000 EA	55.00000	220.00
0043	3150000000-N ADDITIONAL GUARDRAIL POSTS	5.000 EA	11.00000	55.00
0044	3215000000-N GUARDRAIL ANCHOR UNITS, TYPE III	4.000 EA	1,400.00000	5,600.00
0045	3270000000-N GUARDRAIL ANCHOR UNITS, TYPE 350	4.000 EA	1,800.00000	7,200.00

Contract ID: C203141 Project(s): FRA-FR-HSR-0006-10-01-
Letting Date: 03-19-13 Call Order: 008
Bidder: 9717 - D.H. Griffin Construction, LLC.

Line No.	Item Description	Approx. Quantity and Units	Unit Price Dollars Cts	Bid Amount Dollars Ct
0046	3578000000-N GENERIC FENCING ITEM RIGHT OF WAY GATE	1.000 EA	2,800.00000	2,800.00
0047	3628000000-E RIP RAP, CLASS I	370.000 TON	45.00000	16,650.00
0048	3649000000-E RIP RAP, CLASS B	550.000 TON	45.00000	24,750.00
0049	3656000000-E GEOTEXTILE FOR DRAINAGE	3,645.000 SY	1.50000	5,467.50
0050	4025000000-E CONTRACTOR FURNISHED, TYPE ***SIGN (E)	90.000 SF	12.50000	1,125.00
0051	4072000000-E SUPPORTS, 3-LB STEEL U-CHANNEL	344.000 LF	4.90000	1,685.60
0052	4102000000-N SIGN ERECTION, TYPE E	15.000 EA	45.00000	675.00
0053	4155000000-N DISPOSAL OF SIGN SYSTEM, U-CHANNEL	8.000 EA	3.00000	24.00
0054	4238000000-N DISPOSAL OF SIGN, D, E OR F	8.000 EA	3.00000	24.00
0055	4400000000-E WORK ZONE SIGNS (STATIONARY)	500.000 SF	4.00000	2,000.00
0056	4405000000-E WORK ZONE SIGNS (PORTABLE)	100.000 SF	16.00000	1,600.00
0057	4410000000-E WORK ZONE SIGNS (BARRICADE MOUNTED)	120.000 SF	4.40000	528.00

Contract ID: C203141 Project(s): FRA-FR-HSR-0006-10-01-
Letting Date: 03-19-13 Call Order: 008
Bidder: 9717 - D.H. Griffin Construction, LLC.

Line No.	Item Description	Approx. Quantity and Units	Unit Price Dollars Cts	Bid Amount Dollars Ct
0058	4430000000-N DRUMS EA	30.000	60.00000	1,800.00
0059	4445000000-E BARRICADES (TYPE III) LF	80.000	14.00000	1,120.00
0060	4450000000-N FLAGGER HR	40.000	27.00000	1,080.00
0061	4685000000-E THERMOPLAST IC PAVEMENT MARKING LINES (4", 90 MILS) LF	4,200.000	0.60000	2,520.00
0062	4686000000-E THERMOPLAST IC PAVEMENT MARKING LINES (4", 120 MILS) LF	4,540.000	0.67000	3,041.80
0063	4770000000-E COLD APPLIED PLASTIC PAVEMENT MARKING LINES, TYPE ** (4") (I) LF	1,952.000	2.15000	4,196.80
0064	4810000000-E PAINT PAVEMENT MARKING LINES (4") LF	7,500.000	0.25000	1,875.00
0065	4875000000-N REMOVAL OF PAVEMENT MARKING SYMBOLS & CHARACTERS EA	2.000	75.00000	150.00
0066	4955000000-N OBJECT MARKERS (END OF ROAD) EA	6.000	65.00000	390.00
0067	5325600000-E 6" WATER LINE LF	215.000	75.00000	16,125.00
0068	5606600000-E 6" BLOW OFF EA	1.000	1,850.00000	1,850.00

State of NC
Dept of Transportation

Date: 02-19-13

Revised:

Contract ID: C203141

Project(s): FRA-FR-HSR-0006-10-01-

Letting Date: 03-19-13 Call Order: 008

Bidder: 9717 - D.H. Griffin Construction, LLC.

Line No.	Item Description	Approx. Quantity and Units	Unit Price Dollars Cts	Bid Amount Dollars Ct
0069	5648000000-N RELOCATE WATER METER	1.000 EA	1,850.00000	1,850.00
0070	6000000000-E TEMPORARY SILT FENCE	7,000.000 LF	1.78000	12,460.00
0071	6006000000-E STONE FOR EROSION CONTROL, CLASS A	115.000 TON	40.00000	4,600.00
0072	6009000000-E STONE FOR EROSION CONTROL, CLASS B	1,200.000 TON	40.00000	48,000.00
0073	6012000000-E SEDIMENT CONTROL STONE	750.000 TON	55.00000	41,250.00
0074	6015000000-E TEMPORARY MULCHING	15.000 ACR	420.00000	6,300.00
0075	6018000000-E SEED FOR TEMPORARY SEEDING	500.000 LB	3.00000	1,500.00
0076	6021000000-E FERTILIZER FOR TEMPORARY SEED-ING	3.000 TON	1,400.00000	4,200.00
0077	6024000000-E TEMPORARY SLOPE DRAINS	1,000.000 LF	14.00000	14,000.00
0078	6029000000-E SAFETY FENCE	200.000 LF	1.78000	356.00
0079	6030000000-E SILT EXCAVATION	1,000.000 CY	10.00000	10,000.00
0080	6036000000-E MATTING FOR EROSION CONTROL	20,940.000 SY	1.20000	25,128.00

Contract ID: C203141

Project(s): FRA-FR-HSR-0006-10-01-

Letting Date: 03-19-13 Call Order: 008

Bidder: 9717 - D.H. Griffin Construction, LLC.

Line No.	Item Description	Approx. Quantity and Units	Unit Price Dollars Cts		Bid Amount Dollars Ct	
0081	6037000000-E COIR FIBER MAT	100.000 SY	5.10000		510.00	
0082	6038000000-E PERMANENT SOIL REINFORCEMENT MAT	220.000 SY	6.10000		1,342.00	
0083	6042000000-E 1/4" HARDWARE CLOTH	600.000 LF	3.30000		1,980.00	
0084	6070000000-N SPECIAL STILLING BASINS	16.000 EA	250.00000		4,000.00	
0085	6071010000-E WATTLE	1,650.000 LF	8.90000		14,685.00	
0086	6071020000-E POLYACRYLAM IDE (PAM)	300.000 LB	14.20000		4,260.00	
0087	6071030000-E COIR FIBER BAFFLE	300.000 LF	5.00000		1,500.00	
0088	6071050000-E *** SKIMMER (1-1/2")	3.000 EA	1,200.00000		3,600.00	
0089	6084000000-E SEEDING & MULCHING	15.000 ACR	1,740.00000		26,100.00	
0090	6087000000-E MOWING	8.000 ACR	49.00000		392.00	
0091	6090000000-E SEED FOR REPAIR SEEDING	150.000 LB	10.00000		1,500.00	
0092	6093000000-E FERTILIZER FOR REPAIR SEEDING	0.250 TON	1,400.00000		350.00	

Contract ID: C203141 Project(s): FRA-FR-HSR-0006-10-01-
Letting Date: 03-19-13 Call Order: 008
Bidder: 9717 - D.H. Griffin Construction, LLC.

Line No.	Item Description	Approx. Quantity and Units	Unit Price Dollars Cts	Bid Amount Dollars Ct
0093	6096000000-E SEED FOR SUPPLEMENTAL SEEDING	300.000 LB	1.40000	420.00
0094	6108000000-E FERTILIZER TOPDRESSING	9.000 TON	820.00000	7,380.00
0095	6114500000-N SPECIALIZED HAND MOWING	10.000 MHR	48.00000	480.00
0096	6117000000-N RESPONSE FOR EROSION CONTROL	25.000 EA	300.00000	7,500.00
0097	7985000000-N GENERIC SIGNAL ITEM REMOVAL & DISPOSAL OF RAILROAD WARNING BEACON & EQUIPMENT	LUMP	LUMP	18,500.00
Section 0001 Total				2,461,439.78

Section 0004 STRUCTURE ITEMS

Alt Group

0098	8035000000-N REMOVAL OF EXISTING STRUCTURE AT STATION ***** (26+52.19-L-)	LUMP	LUMP	6,500.00
0099	8105500000-E **'-**" DIA DRILLED PIERS IN SOIL (4'-6")	120.500 LF	800.00000	96,400.00
0100	8105600000-E **'-**" DIA DRILLED PIERS NOT IN SOIL (4'-6")	103.000 LF	1,400.00000	144,200.00
0101	8111000000-E PERMANENT STEEL CASING FOR **'-**" DIA DRILLED PIER (4'-6")	24.600 LF	520.00000	12,792.00

Contract ID: C203141

Project(s): FRA-FR-HSR-0006-10-01-

Letting Date: 03-19-13 Call Order: 008

Bidder: 9717 - D.H. Griffin Construction, LLC.

Line No.	Item Description	Approx. Quantity and Units	Unit Price Dollars Cts	Bid Amount Dollars Ct
0102	8113000000-N SID INSPECTIONS	1.000 EA	1,515.00000	1,515.00
0103	8114000000-N SPT TESTING	1.000 EA	2,850.00000	2,850.00
0104	8115000000-N CSL TESTING	1.000 EA	2,525.00000	2,525.00
0105	8147000000-E REINFORCED CONCRETE DECK SLAB	17,421.000 SF	27.00000	470,367.00
0106	8161000000-E GROOVING BRIDGE FLOORS	16,333.000 SF	0.60000	9,799.80
0107	8182000000-E CLASS A CONCRETE (BRIDGE)	389.700 CY	590.00000	229,923.00
0108	8210000000-N BRIDGE APPROACH SLABS, STATION***** (26+52.19-L-)	LUMP	LUMP	20,000.00
0109	8217000000-E REINFORCING STEEL (BRIDGE)	82,829.000 LB	0.75000	62,121.75
0110	8238000000-E SPIRAL COLUMN REINFORCING STEEL (BRIDGE)	12,355.000 LB	1.10000	13,590.50
0111	8277000000-E MODIFIED 72" PRESTRESSED CONC GIRDERS	1,500.830 LF	300.00000	450,249.00
0112	8364000000-E HP12X53 STEEL PILES	1,246.000 LF	38.00000	47,348.00

Contract ID: C203141 Project(s): FRA-FR-HSR-0006-10-01-
Letting Date: 03-19-13 Call Order: 008
Bidder: 9717 - D.H. Griffin Construction, LLC.

Line No.	Item Description	Approx. Quantity and Units	Unit Price Dollars Cts	Bid Amount Dollars Ct
0113	8505000000-E VERTICAL CONCRETE BARRIER RAIL	960.750 LF	58.00000	55,723.50
0114	8524000000-E *** CHAIN LINK FENCE (72")	248.000 LF	102.00000	25,296.00
0115	8531000000-E 4" SLOPE PROTECTION	343.000 SY	55.00000	18,865.00
0116	8608000000-E RIP RAP CLASS II (2'-0" THICK)	530.000 TON	45.00000	23,850.00
0117	8622000000-E GEOTEXTILE FOR DRAINAGE	590.000 SY	2.00000	1,180.00
0118	8657000000-N ELASTOMERIC BEARINGS	LUMP	LUMP	38,000.00
0119	8692000000-N FOAM JOINT SEALS	LUMP	LUMP	8,500.00
	Section 0004 Total			1,741,595.55
	Bid Total			4,203,035.33

NON-COLLUSION AND DEBARMENT CERTIFICATION

The bidder certifies that neither he, nor any official, agent or employee of the bidder has entered into any agreement, participated in any collusion, or otherwise taken any action which is in restraint of free competitive bidding in connection with this bid, and that the bidder intends to do the work with its own bonafide employees or subcontractors and is not bidding for the benefit of another contractor. In addition, submitting this electronic bid constitutes the bidder's certification of Status under penalty of perjury under the laws of the United States and in accordance with the Debarment Certification on file with the Department.

By submitting this bid, the bidder certifies to the best of his knowledge and belief that he and his principals:

- a. Are not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from covered transactions by any Federal department or agency;
- b. Have not within a three-year period preceding this proposal been convicted of or had a civil judgment rendered against them for commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (Federal, State or local) transaction or contract under a public transaction; violation of Federal or State antitrust statutes or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records; making false statements; or receiving stolen property;
- c. Are not presently indicted for or otherwise criminally or civilly charged by a governmental entity (Federal, State or local) with commission of any of the offenses enumerated in paragraph b. of this certification; and
- d. Have not within a three-year period preceding this proposal had one or more public transactions (Federal, State or local) terminated for cause or default.

Where the prospective bidder is unable to certify to any of the statements in this certification, the bidder shall submit an explanation in the blanks provided herein. The explanation will not necessarily result in denial of participation in a contract.

Explanation:

NOT ANSWERED

NOT ANSWERED

NOT ANSWERED

NOT ANSWERED

If the prequalified bidder's status changes, he shall immediately submit a new fully executed non-collusion affidavit and debarment certification with an explanation of the change to the Contract Office prior to submitting the bid.

Failure to furnish a certification or an explanation will be grounds for rejection of a bid

AWARD LIMITS ON MULTIPLE PROJECTS

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

A bidder who desires to bid on more than one project on which bids are to be opened on the same date, and who also desires to avoid receiving an award of more projects than he is equipped to handle, may bid on any number of projects but may limit the total amount of work awarded to him on selected projects by completing the AWARD LIMITS ON MULTIPLE PROJECTS.

The Award Limits on Multiple Projects must be filled in on each project bid for which the Bidder desires protection.

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

The Award Limits shall apply to the following projects:

Contract Number	County
NOT ANSWERED	
NOT ANSWERED	
NOT ANSWERED	
NOT ANSWERED	
NOT ANSWERED	
NOT ANSWERED	

It is agreed that if I am (we are) the low Bidder(s) on indicated projects, the total value of which is more than the above stipulated award limits, the Board of Transportation will award me (us) projects from among those indicated that have a total value not to exceed the award limit and will result in the lowest total bids to the Department of Transportation.

NORTH CAROLINA STATE DEPARTMENT OF TRANSPORTATION
DBE COMMITMENT ITEMS

DATE:02-19-13
PAGE: 14

PROPOSAL: C203141
LETTING: L130319 CALL: 008
VENDOR: 9717 D.H. Griffin Construction, LLC.

LINE NO.	ITEM NO.	ITEM DESC.	UNIT TYPE	SUBCONTRACTOR QUANTITY	SUBCONTRACTOR UNIT PRICE	EXTENDED AMOUNT
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DBE SUBCONTRACTOR: 3765 STAY ALERT SAFETY SERVICES INC
Will Use Quote: Yes

0050	4025000000-E	CONTR FURN, SF		90.000	12.50000	1125.00
0051	4072000000-E	SUPPORT, 3-L LF		344.000	4.90000	1685.60
0052	4102000000-N	SIGN ERECTIO EA		15.000	45.00000	675.00
0054	4238000000-N	DISPOSE SIGN EA		8.000	3.00000	24.00
0057	4410000000-E	WORK ZONE SI SF		120.000	4.40000	528.00
0059	4445000000-E	BARRICADES (LF		80.000	14.00000	1120.00

DBE COMMITMENT TOTAL FOR SUBCONTRACTOR:	5,157.60	Committed
DBE COMMITMENT TOTAL FOR VENDOR (SubContractor)	5,157.6	

DBE SUBCONTRACTOR: 8504 ABRAM CONSTRUCTION INC
Will Use Quote: Yes

0040	2556000000-E	SHOULDER BER LF		360.000	15.25000	5490.00
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DBE COMMITMENT TOTAL FOR SUBCONTRACTOR:	5,490.00	Committed
DBE COMMITMENT TOTAL FOR VENDOR (SubContractor)	5,490.0	

DBE SUBCONTRACTOR: 2976 CAROLINA ENVIRONMENTAL CONTRACTING, INC.
Will Use Quote: Yes

0033	2000000000-N	RIGHT OF WAY EA		27.000	200.00000	5400.00
0070	6000000000-E	TEMPORARY SI LF		7000.000	1.78000	12460.00
0078	6029000000-E	SAFETY FENCE LF		200.000	1.78000	356.00
0083	6042000000-E	1/4" HARDWAR LF		600.000	3.30000	1980.00
0087	6071030000-E	COIR FIBER B LF		300.000	5.00000	1500.00

DBE COMMITMENT TOTAL FOR SUBCONTRACTOR:	21,696.00	Committed
DBE COMMITMENT TOTAL FOR VENDOR (SubContractor)	21,696.	

DBE SUBCONTRACTOR: 3145 WATTS BARRIER WALLS
Will Use Quote: Yes

0113	8505000000-E	VERT CONC BA LF		960.750	35.70000	34298.78
Slip form walls						

DBE COMMITMENT TOTAL FOR SUBCONTRACTOR:	34,298.78	Committed
DBE COMMITMENT TOTAL FOR VENDOR (SubContractor)	34,298.	

DBE SUBCONTRACTOR: 3230 HIATT & MASON ENTERPRISES, INC
Will Use Quote: Yes

0109	8217000000-E	REINF STEEL LB		82829.000	0.13000	10767.77
install Rebar						

Check: 2DCFC3A4 Page 14

NORTH CAROLINA STATE DEPARTMENT OF TRANSPORTATION
DBE COMMITMENT ITEMS

DATE:02-19-13
PAGE: 15

LINE NO.	ITEM NO.	ITEM DESC.	UNIT TYPE	SUBCONTRACTOR QUANTITY	SUBCONTRACTOR UNIT PRICE	EXTENDED AMOUNT
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0110	8238000000-E	SPIRAL COL R LB		12355.000	0.13000	1606.15
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Install rebar

0105	8147000000-E	REINF CONCRE SF		17421.000	1.00000	17421.00
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Install Rebar

DBE COMMITMENT TOTAL FOR SUBCONTRACTOR:

29,794.92

Committe

DBE COMMITMENT TOTAL FOR VENDOR (SubContractor)

29,794.

DBE SUBCONTRACTOR: 4898 BULLINGTON CONSTRUCTION INC

Will Use Quote: Yes

0046	3578000000-N	GENERIC FENC EA		1.000	2800.00000	2800.00
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0114	8524000000-E	**" CHAIN LI LF		248.000	102.00000	25296.00
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0041	3030000000-E	STL BM GUARD LF		1912.500	14.25000	27253.13
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0042	3105000000-N	SBGR TERM SE EA		4.000	55.00000	220.00
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0043	3150000000-N	ADDIT GUARDR EA		5.000	11.00000	55.00
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0044	3215000000-N	GR ANCHOR TY EA		4.000	1400.00000	5600.00
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0045	3270000000-N	GR ANCHOR TY EA		4.000	1800.00000	7200.00
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DBE COMMITMENT TOTAL FOR SUBCONTRACTOR:

68,424.13

Committed

DBE COMMITMENT TOTAL FOR VENDOR (SubContractor)

68,424.

DBE SUBCONTRACTOR: 3346 LINEBERRY, INC.

Will Use Quote: Yes

0074	6015000000-E	TEMPORARY MU ACR		15.000	420.00000	6300.00
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0075	6018000000-E	SEED FOR TEM LB		500.000	3.00000	1500.00
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0076	6021000000-E	FERT FOR TEM TON		3.000	1400.00000	4200.00
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0080	6036000000-E	MATTING FOR SY		20940.000	1.20000	25128.00
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0081	6037000000-E	COIR FIBER M SY		100.000	5.10000	510.00
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0089	6084000000-E	SEEDING AND ACR		15.000	1740.00000	26100.00
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0090	6087000000-E	MOWING ACR		8.000	49.00000	392.00
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0091	6090000000-E	SEED FOR REP LB		150.000	10.00000	1500.00
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0092	6093000000-E	FERT FOR REP TON		0.250	1400.00000	350.00
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0093	6096000000-E	SEED FOR SUP LB		300.000	1.40000	420.00
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0094	6108000000-E	FERTILIZER T TON		9.000	820.00000	7380.00
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0095	6114500000-N	SPECIALIZED MHR		10.000	48.00000	480.00
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0096	6117000000-N	RESPONSE FOR EA		25.000	300.00000	7500.00
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DBE COMMITMENT TOTAL FOR SUBCONTRACTOR:

81,760.00

Committed

DBE COMMITMENT TOTAL FOR VENDOR (SubContractor)

81,760.

DBE SUBCONTRACTOR: 4434 LONG BROTHERS OF SUMMERFIELD, INC.

Will Use Quote: Yes

0006	0063000000-N	GRADING LS		1.000	23120.00000	23120.00
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Truck Haul

0005	0057000000-E	UNDERCUT EXC CY		10500.000	2.48000	26040.00
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Truck Haul

0007	0106000000-E	BORROW EXCAV CY		78900.000	1.83000	144387.00
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Truck Haul

Check: 2DCFC3A4 Page 15

NORTH CAROLINA STATE DEPARTMENT OF TRANSPORTATION
DBE COMMITMENT ITEMS

DATE:02-19-13
PAGE: 16

LINE NO.	ITEM NO.	ITEM DESC.	UNIT TYPE	SUBCONTRACTOR QUANTITY	SUBCONTRACTOR UNIT PRICE	EXTENDED AMOUNT
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DBE COMMITMENT TOTAL FOR SUBCONTRACTOR:

193,547.00 Committed

DBE COMMITMENT TOTAL FOR VENDOR (SubContractor)

193,547

TOTAL DBE COMMITMENT FOR VENDOR:

Entered: 10.47% or 440168.43
Required: 10.00% or 420303.53
<GOAL MET>

Contract Item Sheets For C203141

Line #	ItemNumber	Sec #	Description	Quantity Unit	Unit Bid Price	Amount Bid
ROADWAY ITEMS						
0001	0000100000-N	800	MOBILIZATION	Lump Sum LS	210,000.00	210,000.00
0002	0000400000-N	801	CONSTRUCTION SURVEYING	Lump Sum LS	50.00	50.00
0003	0029000000-N	SP	REINFORCED BRIDGE APPROACH FILL, STATION ***** (25+67.96)	Lump Sum LS	40,000.00	40,000.00
0004	0050000000-E	226	SUPPLEMENTARY CLEARING & GRUB- BING	1 ACR	10,000.00	10,000.00
0005	0057000000-E	226	UNDERCUT EXCAVATION	10,500 CY	4.46	46,830.00
0006	0063000000-N	SP	GRADING	Lump Sum LS	380,000.00	380,000.00
0007	0106000000-E	230	BORROW EXCAVATION	78,900 CY	5.50	433,950.00
0008	0127000000-N	SP	EMBANKMENT SETTLEMENT GAUGES	4 EA	600.00	2,400.00
0009	0134000000-E	240	DRAINAGE DITCH EXCAVATION	1,660 CY	6.50	10,790.00
0010	0192000000-N	260	PROOF ROLLING	1.1 HR	3,900.00	4,290.00
0011	0194000000-E	SP	SELECT GRANULAR MATERIAL, CLASS III	10,500 CY	34.00	357,000.00
0012	0196000000-E	270	GEOTEXTILE FOR SOIL STABILIZA- TION	10,680 SY	1.00	10,680.00
0013	0318000000-E	300	FOUNDATION CONDITIONING MATE- RIAL, MINOR STRUCTURES	70 TON	4.50	315.00
0014	0320000000-E	300	FOUNDATION CONDITIONING GEO- TEXTILE	190 SY	4.00	760.00
0015	0335200000-E	305	15" DRAINAGE PIPE	280 LF	45.00	12,600.00
0016	0335850000-E	305	*** DRAINAGE PIPE ELBOWS (15")	4 EA	230.00	920.00
0017	0448200000-E	310	15" RC PIPE CULVERTS, CLASS IV	156 LF	40.00	6,240.00
0018	0576000000-E	310	*** CS PIPE CULVERTS, ***** THICK (36", 0.079")	128 LF	87.00	11,136.00

Contract Item Sheets For C203141

Line #	ItemNumber	Sec #	Description	Quantity Unit	Unit Bid Price	Amount Bid
0019	0973100000-E	330	*** WELDED STEEL PIPE, ***** THICK, GRADE B IN SOIL (48", 0.688")	48 LF	410.00	19,680.00
0020	0973300000-E	330	*** WELDED STEEL PIPE, ***** THICK, GRADE B NOT IN SOIL (48", 0.688")	48 LF	990.00	47,520.00
0021	0986000000-E	SP	GENERIC PIPE ITEM 48" WELDED STEEL PIPE, 0.688" THICK, GRADE B, OPEN CUT	20 LF	600.00	12,000.00
0022	0995000000-E	340	PIPE REMOVAL	149 LF	7.00	1,043.00
0023	1121000000-E	520	AGGREGATE BASE COURSE	73 TON	75.00	5,475.00
0024	1220000000-E	545	INCIDENTAL STONE BASE	100 TON	39.00	3,900.00
0025	1330000000-E	607	INCIDENTAL MILLING	175 SY	22.00	3,850.00
0026	1489000000-E	610	ASPHALT CONC BASE COURSE, TYPE B25.0B	130 TON	58.77	7,640.10
0027	1491000000-E	610	ASPHALT CONC BASE COURSE, TYPE B25.0C	2,910 TON	40.48	117,796.80
0028	1503000000-E	610	ASPHALT CONC INTERMEDIATE COURSE, TYPE I19.0C	1,100 TON	46.92	51,612.00
0029	1523000000-E	610	ASPHALT CONC SURFACE COURSE, TYPE S9.5C	1,100 TON	45.62	50,182.00
0030	1525000000-E	610	ASPHALT CONC SURFACE COURSE, TYPE SF9.5A	50 TON	113.68	5,684.00
0031	1575000000-E	620	ASPHALT BINDER FOR PLANT MIX	260 TON	554.13	144,073.80
0032	1693000000-E	654	ASPHALT PLANT MIX, PAVEMENT REPAIR	25 TON	147.33	3,683.25
0033	2000000000-N	806	RIGHT OF WAY MARKERS	27 EA	200.00	5,400.00
0034	2209000000-E	838	ENDWALLS	10 CY	2,000.00	20,000.00
0035	2253000000-E	840	PIPE COLLARS	1 CY	850.00	850.00
0036	2275000000-E	SP	FLOWABLE FILL	25 CY	270.00	6,750.00

Contract Item Sheets For C203141

Line #	ItemNumber	Sec #	Description	Quantity Unit	Unit Bid Price	Amount Bid
0037	2286000000-N	840	MASONRY DRAINAGE STRUCTURES	5 EA	2,400.00	12,000.00
0038	2367000000-N	840	FRAME WITH TWO GRATES, STD 840.29	4 EA	600.00	2,400.00
0039	2396000000-N	840	FRAME WITH COVER, STD 840.54	1 EA	500.00	500.00
0040	2556000000-E	846	SHOULDER BERM GUTTER	360 LF	15.25	5,490.00
0041	3030000000-E	862	STEEL BM GUARDRAIL	1,912.5 LF	14.25	27,253.13
0042	3105000000-N	862	STEEL BM GUARDRAIL TERMINAL SECTIONS	4 EA	55.00	220.00
0043	3150000000-N	862	ADDITIONAL GUARDRAIL POSTS	5 EA	11.00	55.00
0044	3215000000-N	862	GUARDRAIL ANCHOR UNITS, TYPE III	4 EA	1,400.00	5,600.00
0045	3270000000-N	SP	GUARDRAIL ANCHOR UNITS, TYPE 350	4 EA	1,800.00	7,200.00
0046	3578000000-N	SP	GENERIC FENCING ITEM RIGHT OF WAY GATE	1 EA	2,800.00	2,800.00
0047	3628000000-E	876	RIP RAP, CLASS I	370 TON	45.00	16,650.00
0048	3649000000-E	876	RIP RAP, CLASS B	550 TON	45.00	24,750.00
0049	3656000000-E	876	GEOTEXTILE FOR DRAINAGE	3,645 SY	1.50	5,467.50
0050	4025000000-E	901	CONTRACTOR FURNISHED, TYPE *** SIGN (E)	90 SF	12.50	1,125.00
0051	4072000000-E	903	SUPPORTS, 3-LB STEEL U-CHANNEL	344 LF	4.90	1,685.60
0052	4102000000-N	904	SIGN ERECTION, TYPE E	15 EA	45.00	675.00
0053	4155000000-N	907	DISPOSAL OF SIGN SYSTEM, U-CHANNEL	8 EA	3.00	24.00
0054	4238000000-N	907	DISPOSAL OF SIGN, D, E OR F	8 EA	3.00	24.00
0055	4400000000-E	1110	WORK ZONE SIGNS (STATIONARY)	500 SF	4.00	2,000.00

Contract Item Sheets For C203141

Line #	ItemNumber	Sec #	Description	Quantity Unit	Unit Bid Price	Amount Bid
0056	4405000000-E	1110	WORK ZONE SIGNS (PORTABLE)	100 SF	16.00	1,600.00
0057	4410000000-E	1110	WORK ZONE SIGNS (BARRICADE MOUNTED)	120 SF	4.40	528.00
0058	4430000000-N	1130	DRUMS	30 EA	60.00	1,800.00
0059	4445000000-E	1145	BARRICADES (TYPE III)	80 LF	14.00	1,120.00
0060	4450000000-N	1150	FLAGGER	40 HR	27.00	1,080.00
0061	4685000000-E	1205	THERMOPLASTIC PAVEMENT MARKING LINES (4", 90 MILS)	4,200 LF	0.60	2,520.00
0062	4686000000-E	1205	THERMOPLASTIC PAVEMENT MARKING LINES (4", 120 MILS)	4,540 LF	0.67	3,041.80
0063	4770000000-E	1205	COLD APPLIED PLASTIC PAVEMENT MARKING LINES, TYPE ** (4") (I)	1,952 LF	2.15	4,196.80
0064	4810000000-E	1205	PAINT PAVEMENT MARKING LINES (4")	7,500 LF	0.25	1,875.00
0065	4875000000-N	1205	REMOVAL OF PAVEMENT MARKING SYMBOLS & CHARACTERS	2 EA	75.00	150.00
0066	4955000000-N	1264	OBJECT MARKERS (END OF ROAD)	6 EA	65.00	390.00
0067	5325600000-E	1510	6" WATER LINE	215 LF	75.00	16,125.00
0068	5606600000-E	1515	6" BLOW OFF	1 EA	1,850.00	1,850.00
0069	5648000000-N	1515	RELOCATE WATER METER	1 EA	1,850.00	1,850.00
0070	6000000000-E	1605	TEMPORARY SILT FENCE	7,000 LF	1.78	12,460.00
0071	6006000000-E	1610	STONE FOR EROSION CONTROL, CLASS A	115 TON	40.00	4,600.00
0072	6009000000-E	1610	STONE FOR EROSION CONTROL, CLASS B	1,200 TON	40.00	48,000.00
0073	6012000000-E	1610	SEDIMENT CONTROL STONE	750 TON	55.00	41,250.00
0074	6015000000-E	1615	TEMPORARY MULCHING	15 ACR	420.00	6,300.00

Contract Item Sheets For C203141

Line #	ItemNumber	Sec #	Description	Quantity Unit	Unit Bid Price	Amount Bid
0075	6018000000-E	1620	SEED FOR TEMPORARY SEEDING	500 LB	3.00	1,500.00
0076	6021000000-E	1620	FERTILIZER FOR TEMPORARY SEED- ING	3 TON	1,400.00	4,200.00
0077	6024000000-E	1622	TEMPORARY SLOPE DRAINS	1,000 LF	14.00	14,000.00
0078	6029000000-E	SP	SAFETY FENCE	200 LF	1.78	356.00
0079	6030000000-E	1630	SILT EXCAVATION	1,000 CY	10.00	10,000.00
0080	6036000000-E	1631	MATting FOR EROSION CONTROL	20,940 SY	1.20	25,128.00
0081	6037000000-E	SP	COIR FIBER MAT	100 SY	5.10	510.00
0082	6038000000-E	SP	PERMANENT SOIL REINFORCEMENT MAT	220 SY	6.10	1,342.00
0083	6042000000-E	1632	1/4" HARDWARE CLOTH	600 LF	3.30	1,980.00
0084	6070000000-N	1639	SPECIAL STILLING BASINS	16 EA	250.00	4,000.00
0085	6071010000-E	SP	WATTLE	1,650 LF	8.90	14,685.00
0086	6071020000-E	SP	POLYACRYLAMIDE (PAM)	300 LB	14.20	4,260.00
0087	6071030000-E	1640	COIR FIBER BAFFLE	300 LF	5.00	1,500.00
0088	6071050000-E	SP	*** SKIMMER (1-1/2")	3 EA	1,200.00	3,600.00
0089	6084000000-E	1660	SEEDING & MULCHING	15 ACR	1,740.00	26,100.00
0090	6087000000-E	1660	MOWING	8 ACR	49.00	392.00
0091	6090000000-E	1661	SEED FOR REPAIR SEEDING	150 LB	10.00	1,500.00
0092	6093000000-E	1661	FERTILIZER FOR REPAIR SEEDING	0.25 TON	1,400.00	350.00
0093	6096000000-E	1662	SEED FOR SUPPLEMENTAL SEEDING	300 LB	1.40	420.00
0094	6108000000-E	1665	FERTILIZER TOPDRESSING	9 TON	820.00	7,380.00

Contract Item Sheets For C203141

Line #	ItemNumber	Sec #	Description	Quantity Unit	Unit Bid Price	Amount Bid
0095	6114500000-N	1667	SPECIALIZED HAND MOWING	10 MHR	48.00	480.00
0096	6117000000-N	SP	RESPONSE FOR EROSION CONTROL	25 EA	300.00	7,500.00
0097	7985000000-N	SP	GENERIC SIGNAL ITEM REMOVAL & DISPOSAL OF RAILROAD WARNING BEACON & EQUIPMENT	Lump Sum LS	18,500.00	18,500.00

Contract Item Sheets For C203141

Line #	ItemNumber	Sec #	Description	Quantity Unit	Unit Bid Price	Amount Bid
0098	8035000000-N	402	REMOVAL OF EXISTING STRUCTURE AT STATION ***** (26+52.19-L-)	Lump Sum LS	6,500.00	6,500.00
0099	8105500000-E	411	***-***" DIA DRILLED PIERS IN SOIL (4'-6")	120.5 LF	800.00	96,400.00
0100	8105600000-E	411	***-***" DIA DRILLED PIERS NOT IN SOIL (4'-6")	103 LF	1,400.00	144,200.00
0101	8111000000-E	411	PERMANENT STEEL CASING FOR ***-***" DIA DRILLED PIER (4'-6")	24.6 LF	520.00	12,792.00
0102	8113000000-N	411	SID INSPECTIONS	1 EA	1,515.00	1,515.00
0103	8114000000-N	411	SPT TESTING	1 EA	2,850.00	2,850.00
0104	8115000000-N	411	CSL TESTING	1 EA	2,525.00	2,525.00
0105	8147000000-E	420	REINFORCED CONCRETE DECK SLAB	17,421 SF	27.00	470,367.00
0106	8161000000-E	420	GROOVING BRIDGE FLOORS	16,333 SF	0.60	9,799.80
0107	8182000000-E	420	CLASS A CONCRETE (BRIDGE)	389.7 CY	590.00	229,923.00
0108	8210000000-N	422	BRIDGE APPROACH SLABS, STATION ***** (26+52.19-L-)	Lump Sum LS	20,000.00	20,000.00
0109	8217000000-E	425	REINFORCING STEEL (BRIDGE)	82,829 LB	0.75	62,121.75
0110	8238000000-E	425	SPIRAL COLUMN REINFORCING STEEL (BRIDGE)	12,355 LB	1.10	13,590.50
0111	8277000000-E	430	MODIFIED 72" PRESTRESSED CONC GIRDERS	1,500.83 LF	300.00	450,249.00
0112	8364000000-E	450	HP12X53 STEEL PILES	1,246 LF	38.00	47,348.00
0113	8505000000-E	460	VERTICAL CONCRETE BARRIER RAIL	960.75 LF	58.00	55,723.50
0114	8524000000-E	SP	*** CHAIN LINK FENCE (72")	248 LF	102.00	25,296.00

Contract Item Sheets For C203141

Line #	ItemNumber	Sec #	Description	Quantity Unit	Unit Bid Price	Amount Bid
0115	8531000000-E	462	4" SLOPE PROTECTION	343 SY	55.00	18,865.00
0116	8608000000-E	876	RIP RAP CLASS II (2'-0" THICK)	530 TON	45.00	23,850.00
0117	8622000000-E	876	GEOTEXTILE FOR DRAINAGE	590 SY	2.00	1,180.00
0118	8657000000-N	430	ELASTOMERIC BEARINGS	Lump Sum LS	38,000.00	38,000.00
0119	8692000000-N	SP	FOAM JOINT SEALS	Lump Sum LS	8,500.00	8,500.00

TOTAL AMOUNT OF BID FOR ENTIRE PROJECT

\$4,203,035.33

1516/Apr04/Q317378.23/D517075060000/E119



Contract No. C203141
County Davidson

Rev. 5-19-11

**EXECUTION OF CONTRACT
NON-COLLUSION AFFIDAVIT, DEBARMENT CERTIFICATION AND GIFT BAN CERTIFICATION
LIMITED LIABILITY COMPANY**

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.

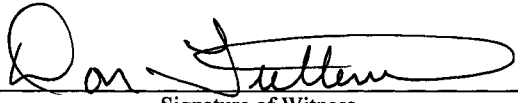
SIGNATURE OF CONTRACTOR

D. H. Griffin Construction Company LLC

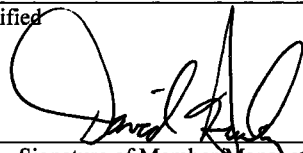
Full Name of Firm

431 Raleigh View Road Raleigh NC 27610

Address as Prequalified


Signature of Witness

Don Tutterow
Print or type Signer's name


Signature of Member/Manager/Authorized Agent
Select appropriate title

David Hurley
Print or type Signer's Name

AFFIDAVIT MUST BE NOTARIZED

Subscribed and sworn to before me this the

15th day of April 2013

Catherine M. Harris
Signature of Notary Public

of Wake County

State of North Carolina

My Commission Expires: 3-14-2016

NOTARY SEAL

CATHERINE M. HARRIS
NOTARY PUBLIC
WAKE COUNTY, N.C.
My Commission Expires 3-14-2016.

1-17-12
Z-140

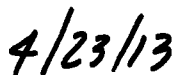
Contract No. **C203141**

County (ies): **Davidson**

ACCEPTED BY THE
DEPARTMENT OF TRANSPORTATION

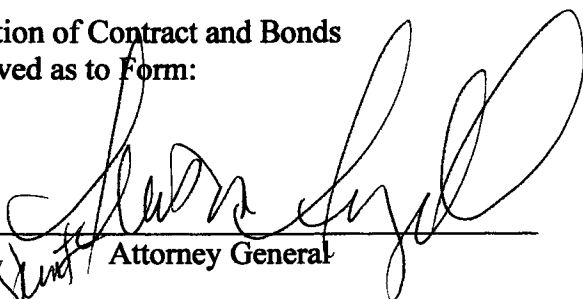


Contract Officer



Date

Execution of Contract and Bonds
Approved as to Form:



Attorney General

Signature Sheet (Bid - Acceptance by Department)

Contract No.
County
Bond No.

C203141

Davidson

105904900

Rev 5-17-11

CONTRACT PAYMENT BOND

Date of Payment Bond Execution April 4, 2013
Name of Principal Contractor D.H. Griffin Construction Company LLC
Name of Surety: Travelers Casualty and Surety Company of America
One Tower Square, Hartford, CT 06183
Name of Contracting Body: North Carolina Department of Transportation
Raleigh, North Carolina
Amount of Bond: \$4,203,035.33
Contract ID No.: C203141
County Name: Davidson

KNOW ALL MEN BY THESE PRESENTS, That we, the PRINCIPAL CONTRACTOR (hereafter, PRINCIPAL) and SURETY above named, are held and firmly bound unto the above named Contracting Body, hereinafter called the Contracting Body, in the penal sum of the amount stated above for the payment of which sum well and truly to be made, we bind ourselves, our heirs, executors, administrators, and successors, jointly and severally, firmly by these presents.

THE CONDITION OF THIS OBLIGATION IS SUCH, that whereas the principal entered into a certain contract with the Contracting Body, numbered as shown above and hereto attached:

NOW THEREFORE, if the principal shall promptly make payment to all persons supplying labor and material in the prosecution of the work provided for in said contract, and any and all duly authorized modifications of said contract that may hereafter be made, notice of which modifications to the surety being hereby waived, then this obligation to be void; otherwise to remain in full force and virtue.

IN WITNESS WHEREOF, the above-bound parties have executed this instrument under their several seals on the date indicated above, the name and corporate seal of each corporate party being hereto affixed and these presents duly signed by its undersigned representative, pursuant to authority of its governing body.

Contract No.
County

C203141

Davidson

Rev 5-17-11

CONTRACT PAYMENT BOND

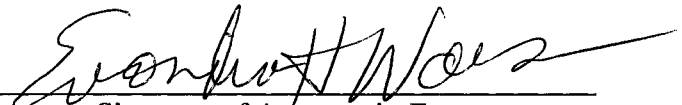
Affix Seal of Surety Company

Travelers Casualty and Surety Company of America

Print or type Surety Company Name

By Evondia H. Woessner

Print, stamp or type name of Attorney-in-Fact


Signature of Attorney-in-Fact


Signature of Witness

Heatherly Marlow

Print or type Signer's name

2211 7th Avenue South, Birmingham, AL 35233

Address of Attorney-in-Fact

Contract No.
County

C203141

Davidson

Rev 5-17-11

CONTRACT PAYMENT BOND

LIMITED LIABILITY COMPANY

SIGNATURE OF CONTRACTOR (Principal)

Name of Contractor

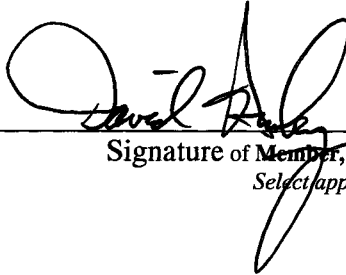
D.H. Griffin Construction Company LLC

Full name of Firm

431 Raleigh View Road Raleigh, NC 27610

Address as prequalified

By:



Signature of ~~Member, Manager, Authorized Agent~~
Select appropriate title

David Hurley

Print or type Signer's name



POWER OF ATTORNEY

Farmington Casualty Company
Fidelity and Guaranty Insurance Company
Fidelity and Guaranty Insurance Underwriters, Inc.
St. Paul Fire and Marine Insurance Company
St. Paul Guardian Insurance Company

St. Paul Mercury Insurance Company
Travelers Casualty and Surety Company
Travelers Casualty and Surety Company of America
United States Fidelity and Guaranty Company

Attorney-In Fact No. 223516

Certificate No. 004385814

KNOW ALL MEN BY THESE PRESENTS: That St. Paul Fire and Marine Insurance Company, St. Paul Guardian Insurance Company and St. Paul Mercury Insurance Company are corporations duly organized under the laws of the State of Minnesota, that Farmington Casualty Company, Travelers Casualty and Surety Company, and Travelers Casualty and Surety Company of America are corporations duly organized under the laws of the State of Connecticut, that United States Fidelity and Guaranty Company is a corporation duly organized under the laws of the State of Maryland, that Fidelity and Guaranty Insurance Company is a corporation duly organized under the laws of the State of Iowa, and that Fidelity and Guaranty Insurance Underwriters, Inc., is a corporation duly organized under the laws of the State of Wisconsin (herein collectively called the "Companies"), and that the Companies do hereby make, constitute and appoint

Robert Read Davis of Atlanta, Georgia; Robert M. Verdin of Metairie, Louisiana; Mark W. Edwards, II, Ronald B. Giadrosich, Jeffrey M. Wilson, William M. Smith, Evondia H. Woessner, Robert R. Freel, and Alisa B. Pounders

of the City of Birmingham, State of Alabama, their true and lawful Attorney(s)-in-Fact, each in their separate capacity if more than one is named above, to sign, execute, seal and acknowledge any and all bonds, recognizances, conditional undertakings and other writings obligatory in the nature thereof on behalf of the Companies in their business of guaranteeing the fidelity of persons, guaranteeing the performance of contracts and executing or guaranteeing bonds and undertakings required or permitted in any actions or proceedings allowed by law.

IN WITNESS WHEREOF, the Companies have caused this instrument to be signed and their corporate seals to be hereto affixed, this 28th day of June, 2011

Farmington Casualty Company
Fidelity and Guaranty Insurance Company
Fidelity and Guaranty Insurance Underwriters, Inc.
St. Paul Fire and Marine Insurance Company
St. Paul Guardian Insurance Company

St. Paul Mercury Insurance Company
Travelers Casualty and Surety Company
Travelers Casualty and Surety Company of America
United States Fidelity and Guaranty Company



State of Connecticut
City of Hartford ss.

By: _____

George W. Thompson, Senior Vice President

On this the 28th day of June, 2011, before me personally appeared George W. Thompson, who acknowledged himself to be the Senior Vice President of Farmington Casualty Company, Fidelity and Guaranty Insurance Company, Fidelity and Guaranty Insurance Underwriters, Inc., St. Paul Fire and Marine Insurance Company, St. Paul Guardian Insurance Company, St. Paul Mercury Insurance Company, Travelers Casualty and Surety Company, Travelers Casualty and Surety Company of America, and United States Fidelity and Guaranty Company, and that he, as such, being authorized so to do, executed the foregoing instrument for the purposes therein contained by signing on behalf of the corporations by himself as a duly authorized officer.

In Witness Whereof, I hereunto set my hand and official seal.
My Commission expires the 30th day of June, 2016.



Marie C. Tetreault
Marie C. Tetreault, Notary Public

This Power of Attorney is granted under and by the authority of the following resolutions adopted by the Boards of Directors of Farmington Casualty Company, Fidelity and Guaranty Insurance Company, Fidelity and Guaranty Insurance Underwriters, Inc., St. Paul Fire and Marine Insurance Company, St. Paul Guardian Insurance Company, St. Paul Mercury Insurance Company, Travelers Casualty and Surety Company, Travelers Casualty and Surety Company of America, and United States Fidelity and Guaranty Company, which resolutions are now in full force and effect, reading as follows:

RESOLVED, that the Chairman, the President, any Vice Chairman, any Executive Vice President, any Senior Vice President, any Vice President, any Second Vice President, the Treasurer, any Assistant Treasurer, the Corporate Secretary or any Assistant Secretary may appoint Attorneys-in-Fact and Agents to act for and on behalf of the Company and may give such appointee such authority as his or her certificate of authority may prescribe to sign with the Company's name and seal with the Company's seal bonds, recognizances, contracts of indemnity, and other writings obligatory in the nature of a bond, recognizance, or conditional undertaking, and any of said officers or the Board of Directors at any time may remove any such appointee and revoke the power given him or her; and it is

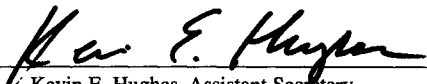
FURTHER RESOLVED, that the Chairman, the President, any Vice Chairman, any Executive Vice President, any Senior Vice President or any Vice President may delegate all or any part of the foregoing authority to one or more officers or employees of this Company, provided that each such delegation is in writing and a copy thereof is filed in the office of the Secretary; and it is

FURTHER RESOLVED, that any bond, recognizance, contract of indemnity, or writing obligatory in the nature of a bond, recognizance, or conditional undertaking shall be valid and binding upon the Company when (a) signed by the President, any Vice Chairman, any Executive Vice President, any Senior Vice President or any Vice President, any Second Vice President, the Treasurer, any Assistant Treasurer, the Corporate Secretary or any Assistant Secretary and duly attested and sealed with the Company's seal by a Secretary or Assistant Secretary; or (b) duly executed (under seal, if required) by one or more Attorneys-in-Fact and Agents pursuant to the power prescribed in his or her certificate or their certificates of authority or by one or more Company officers pursuant to a written delegation of authority; and it is

FURTHER RESOLVED, that the signature of each of the following officers: President, any Executive Vice President, any Senior Vice President, any Vice President, any Assistant Vice President, any Secretary, any Assistant Secretary, and the seal of the Company may be affixed by facsimile to any Power of Attorney or to any certificate relating thereto appointing Resident Vice Presidents, Resident Assistant Secretaries or Attorneys-in-Fact for purposes only of executing and attesting bonds and undertakings and other writings obligatory in the nature thereof, and any such Power of Attorney or certificate bearing such facsimile signature or facsimile seal shall be valid and binding upon the Company and any such power so executed and certified by such facsimile signature and facsimile seal shall be valid and binding on the Company in the future with respect to any bond or understanding to which it is attached.

I, Kevin E. Hughes, the undersigned, Assistant Secretary, of Farmington Casualty Company, Fidelity and Guaranty Insurance Company, Fidelity and Guaranty Insurance Underwriters, Inc., St. Paul Fire and Marine Insurance Company, St. Paul Guardian Insurance Company, St. Paul Mercury Insurance Company, Travelers Casualty and Surety Company, Travelers Casualty and Surety Company of America, and United States Fidelity and Guaranty Company do hereby certify that the above and foregoing is a true and correct copy of the Power of Attorney executed by said Companies, which is in full force and effect and has not been revoked.

IN TESTIMONY WHEREOF, I have hereunto set my hand and affixed the seals of said Companies this 4 day of April, 20 13


Kevin E. Hughes, Assistant Secretary



To verify the authenticity of this Power of Attorney, call 1-800-421-3880 or contact us at www.travelersbond.com. Please refer to the Attorney-In-Fact number, the above-named individuals and the details of the bond to which the power is attached.

Contract No.
County

C203141

DAVIDSON

Rev 5-17-11

Bond No. 105904900

CONTRACT PERFORMANCE BOND

Date of Performance Bond Execution:

April 4, 2013

Name of Principal Contractor:

D.H. Griffin Construction Company LLC

Name of Surety:

Travelers Casualty and Surety Company of America
One Tower Square, Hartford, CT 06183

Name of Contracting Body:

North Carolina Department of Transportation

Raleigh, North Carolina

Amount of Bond:

\$4,203,035.33

Contract ID No.:

C203141

County Name:

Davidson

KNOW ALL MEN BY THESE PRESENTS, That we, the PRINCIPAL CONTRACTOR (hereafter, PRINCIPAL) and SURETY above named, are held and firmly bound unto the above named Contracting Body, hereinafter called the Contracting Body, in the penal sum of the amount stated above for the payment of which sum well and truly to be made, we bind ourselves, our heirs, executors, administrators, and successors, jointly and severally, firmly by these presents.

THE CONDITION OF THIS OBLIGATION IS SUCH, that whereas the principal entered into a certain contract with the Contracting Body, numbered as shown above and hereto attached:

NOW THEREFORE, if the principal shall well and truly perform and fulfill all the undertakings, covenants, terms, conditions, and agreements of said contract during the original term of said contract and any extensions thereof that may be granted by the Contracting Body, with or without notice to the Surety, and during the life of any guaranty required under the contract, and shall also well and truly perform and fulfill all the undertakings, covenants, terms, conditions, and agreements of any and all duly authorized modifications of said contract that may hereafter be made, notice of which modifications to the surety being hereby waived, then this obligation to be void; otherwise to remain in full force and virtue.

IN WITNESS WHEREOF, the above-bound parties have executed this instrument under their several seals on the date indicated above, the name and corporate seal of each corporate party being hereto affixed and these presents duly signed by its undersigned representative, pursuant to authority of its governing body.

Contract No.
County

C203141

Davidson

Rev 5-17-11

CONTRACT PERFORMANCE BOND

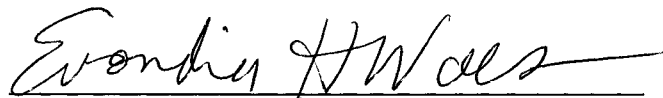
Affix Seal of Surety Company

Travelers Casualty and Surety Comany of America

Print or type Surety Company Name

By Evondia H. Woessner

Print, stamp or type name of Attorney-in-Fact



Signature of Attorney-in-Fact



Signature of Witness

Heatherly Marlow

Print or type Signer's name

2211 7th Avenue South, Birmingham, AL 35233

Address of Attorney-in-Fact

Contract No.
County

C203141

Davidson

Rev 5-17-11

CONTRACT PERFORMANCE BOND

LIMITED LIABILITY COMPANY

SIGNATURE OF CONTRACTOR (Principal)

Name of Contractor

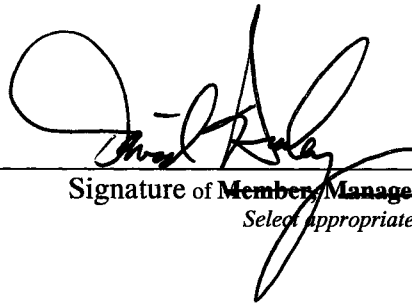
D.H. Griffin Construction Company LLC

Full name of Firm

431 Raleigh View Road Raleigh, NC 27610

Address as prequalified

By:



Signature of ~~Member~~ **Manager, Authorized Agent**
Select appropriate title

David Hurley

Print or type Signer's name



POWER OF ATTORNEY

Farmington Casualty Company
Fidelity and Guaranty Insurance Company
Fidelity and Guaranty Insurance Underwriters, Inc.
St. Paul Fire and Marine Insurance Company
St. Paul Guardian Insurance Company

St. Paul Mercury Insurance Company
Travelers Casualty and Surety Company
Travelers Casualty and Surety Company of America
United States Fidelity and Guaranty Company

Attorney-In Fact No.

223516

Certificate No.

004385821

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of the City of Birmingham, State of Alabama, their true and lawful Attorney(s)-in-Fact, each in their separate capacity if more than one is named above, to sign, execute, seal and acknowledge any and all bonds, recognizances, conditional undertakings and other writings obligatory in the nature thereof on behalf of the Companies in their business of guaranteeing the fidelity of persons, guaranteeing the performance of contracts and executing or guaranteeing bonds and undertakings required or permitted in any actions or proceedings allowed by law.

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State of Connecticut
City of Hartford ss.

By:

George W. Thompson
George W. Thompson, Senior Vice President

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My Commission expires the 30th day of June, 2016.



Marie C. Tetreault
Marie C. Tetreault, Notary Public

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FURTHER RESOLVED, that the Chairman, the President, any Vice Chairman, any Executive Vice President, any Senior Vice President or any Vice President may delegate all or any part of the foregoing authority to one or more officers or employees of this Company, provided that each such delegation is in writing and a copy thereof is filed in the office of the Secretary; and it is

FURTHER RESOLVED, that any bond, recognizance, contract of indemnity, or writing obligatory in the nature of a bond, recognizance, or conditional undertaking shall be valid and binding upon the Company when (a) signed by the President, any Vice Chairman, any Executive Vice President, any Senior Vice President or any Vice President, any Second Vice President, the Treasurer, any Assistant Treasurer, the Corporate Secretary or any Assistant Secretary and duly attested and sealed with the Company's seal by a Secretary or Assistant Secretary; or (b) duly executed (under seal, if required) by one or more Attorneys-in-Fact and Agents pursuant to the power prescribed in his or her certificate or their certificates of authority or by one or more Company officers pursuant to a written delegation of authority; and it is

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I, Kevin E. Hughes, the undersigned, Assistant Secretary, of Farmington Casualty Company, Fidelity and Guaranty Insurance Company, Fidelity and Guaranty Insurance Underwriters, Inc., St. Paul Fire and Marine Insurance Company, St. Paul Guardian Insurance Company, St. Paul Mercury Insurance Company, Travelers Casualty and Surety Company, Travelers Casualty and Surety Company of America, and United States Fidelity and Guaranty Company do hereby certify that the above and foregoing is a true and correct copy of the Power of Attorney executed by said Companies, which is in full force and effect and has not been revoked.

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Kevin E. Hughes, Assistant Secretary



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