

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

C204533

CONTRACT AND  
CONTRACT BONDS

FOR CONTRACT NO. C204533

WBS 34839.3.12 0074231

T.I.P NO. U-2579BA

COUNTY OF FORSYTH

THIS IS THE ROADWAY & STRUCTURE CONTRACT

ROUTE NUMBER I 74 LENGTH 0.975 MILES

LOCATION FUTURE I-74 WINSTON-SALEM NORTHERN BELTWAY (US-421, NC-150,  
I-40 BUS) TO US-158.

CONTRACTOR APAC - ATLANTIC INC THOMPSON ARTHUR DIVISION

ADDRESS P.O. BOX 21088

GREENSBORO, NC 27420

BIDS OPENED APRIL 20, 2021

CONTRACT EXECUTION 5/15/2021

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

PROPOSAL

DATE AND TIME OF BID OPENING: **APRIL 20, 2021 AT 2:00 PM**

CONTRACT ID C204533  
WBS 34839.3.12

FEDERAL-AID NO. 0074231  
COUNTY FORSYTH  
T.I.P. NO. U-2579BA  
MILES 0.975  
ROUTE NO. I 74  
LOCATION FUTURE I-74 WINSTON-SALEM NORTHERN BELTWAY (US-421, NC-150, I-40 BUS) TO US-158.

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. NOTWITHSTANDING THESE LIMITATIONS ON BIDDING, THE BIDDER WHO IS AWARDED ANY FEDERAL - AID FUNDED PROJECT SHALL COMPLY WITH CHAPTER 87 OF THE GENERAL STATUTES OF NORTH CAROLINA FOR LICENSING REQUIREMENTS WITHIN 60 CALENDAR DAYS OF BID OPENING.

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

**THIS IS A ROADWAY & STRUCTURE PROPOSAL**

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

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**PROPOSAL FOR THE CONSTRUCTION OF  
CONTRACT No. C204533 IN FORSYTH 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. C204533 has carefully examined the plans and specifications, which are acknowledged to be part of the proposal, the special provisions, the proposal, the form of contract, and the forms of contract payment bond and contract performance bond; and thoroughly understands the stipulations, requirements and provisions. The undersigned bidder agrees to bound upon his execution of the bid and subsequent award to him by the Board of Transportation in accordance with this proposal to provide the necessary contract payment bond and contract performance bond within fourteen days after the written notice of award is received by him. The undersigned Bidder further agrees to provide all necessary machinery, tools, labor, and other means of construction; and to do all the work and to furnish all materials, except as otherwise noted, necessary to perform and complete the said contract in accordance with *the 2018 Standard Specifications for Roads and Structures* by the dates(s) specified in the Project Special Provisions and in accordance with the requirements of the Engineer, and at the unit or lump sum prices, as the case may be, for the various items given on the sheets contained herein.

The Bidder shall provide and furnish all the materials, machinery, implements, appliances and tools, and perform the work and required labor to construct and complete State Highway Contract No. C204533 in Forsyth County, for the unit or lump sum prices, as the case may be, bid by the Bidder in his bid and according to the proposal, plans, and specifications prepared by said Department, which proposal, plans, and specifications show the details covering this project, and hereby become a part of this contract.

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

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

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

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

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



*State Contract Officer*

DocuSigned by:

*Ronald E. Davenport, Jr.* 3/19/2021

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

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

108

SP1 G07 A

The date of availability for this contract is **June 2, 2021**, 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 **April 30, 2023**.

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

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

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

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

108

SP1 G13 A

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

The date of availability for this intermediate contract time is **June 2, 2021**.

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

The liquidated damages for this intermediate contract time are **One Thousand Five Hundred Dollars (\$ 1,500.00)** per calendar day.

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

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

(2-20-07)

108

SP1 G14 A

The Contractor shall complete the required work of installing, maintaining, and removing the traffic control devices for lane closures and restoring traffic to the existing traffic pattern. The Contractor shall not close or narrow a lane of traffic on **US 421, I-40 BUS, and/or NC 150** during the following time restrictions:

**DAY AND TIME RESTRICTIONS**

**Monday thru Sunday  
6:00 A.M. to 10:00 P.M.**

In addition, the Contractor shall not close or narrow a lane of traffic on **US 421, I-40 BUS, and/or NC 150**, detain and/or alter the traffic flow on or during holidays, holiday weekends, special events, or any other time when traffic is unusually heavy, including the following schedules:

**HOLIDAY AND HOLIDAY WEEKEND LANE CLOSURE RESTRICTIONS**

1. For **unexpected occurrence** that creates unusually high traffic volumes, as directed by the Engineer.
2. For **New Year's Day**, between the hours of **6:00 A.M.** December 31<sup>st</sup> and **10:00 P.M.** January 2<sup>nd</sup>. If New Year's Day is on a Friday, Saturday, Sunday or Monday, then until **10:00 P.M.** the following Tuesday.
3. For **Easter**, between the hours of **6:00 A.M.** Thursday and **10:00 P.M.** Monday.
4. For **Memorial Day**, between the hours of **6:00 A.M.** Friday and **10:00 P.M.** Tuesday.
5. For **Independence Day**, between the hours of **6:00 A.M.** the day before Independence Day and **10:00 P.M.** the day after Independence Day.  
  
If **Independence Day** is on a Friday, Saturday, Sunday or Monday, then between the hours of **6:00 A.M.** the Thursday before Independence Day and **10:00 P.M.** the Tuesday after Independence Day.
6. For **Labor Day**, between the hours of **6:00 A.M.** Friday and **10:00 P.M.** Tuesday.
7. For **Thanksgiving**, between the hours of **6:00 A.M.** Tuesday and **10:00 P.M.** Monday.
8. For **Christmas**, between the hours of **6:00 A.M.** the Friday before the week of Christmas Day and **10:00 P.M.** the following Tuesday after the week of Christmas Day.

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

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

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

The liquidated damages are **One Thousand Dollars (\$ 1,000.00)** per fifteen (15) minute time period.

**PERMANENT VEGETATION ESTABLISHMENT:**

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

104

SP1 G16

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

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

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

**MAJOR CONTRACT ITEMS:**

(2-19-02)

104

SP1 G28

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

Line #	Description
35 —	Asphalt Concse Course, Type B25.0 C
36	Asphalt Concrete Intermediate Course, Type I19.0C
37	Asphalt Concrete Surface Course, Type S9.5C

**SPECIALTY ITEMS:**

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

108-6

SP1 G37

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

Line #	Description
51-58	Guardrail
59-61	Fencing
81-82, 92-93	Long-Life Pavement Markings
94	Permanent Pavement Markers
68, 96-123, 126-139	Erosion Control
124-125	Reforestation

**FUEL PRICE ADJUSTMENT:**

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

109-8

SP1 G43

Revise the 2018 Standard Specifications as follows:

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

The base index price for DIESEL #2 FUEL is \$ **1.9368** per gallon. Where any of the following are included as pay items in the contract, they will be eligible for fuel price adjustment.

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

Description	Units	Fuel Usage Factor Diesel
Unclassified Excavation	Gal/CY	0.29
Borrow Excavation	Gal/CY	0.29
Class IV Subgrade Stabilization	Gal/Ton	0.55
Aggregate Base Course	Gal/Ton	0.55
Sub-Ballast	Gal/Ton	0.55
Asphalt Concrete Base Course, Type ____	Gal/Ton	2.90
Asphalt Concrete Intermediate Course, Type ____	Gal/Ton	2.90
Asphalt Concrete Surface Course, Type ____	Gal/Ton	2.90
Open-Graded Asphalt Friction Course	Gal/Ton	2.90
Permeable Asphalt Drainage Course, Type ____	Gal/Ton	2.90
Sand Asphalt Surface Course, Type ____	Gal/Ton	2.90
Aggregate for Cement Treated Base Course	Gal/Ton	0.55
Portland Cement for Cement Treated Base Course	Gal/Ton	0.55
___" Portland Cement Concrete Pavement	Gal/SY	0.245
Concrete Shoulders Adjacent to ___" Pavement	Gal/SY	0.245

**SCHEDULE OF ESTIMATED COMPLETION PROGRESS:**

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

108-2

SP1 G58

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

	<b><u>Fiscal Year</u></b>	<b><u>Progress (% of Dollar Value)</u></b>
2021	(7/01/20 - 6/30/21)	<b>9%</b> of Total Amount Bid
2022	(7/01/21 - 6/30/22)	<b>80%</b> of Total Amount Bid
2023	(7/01/22 - 6/30/23)	<b>11%</b> of Total Amount Bid

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

**DISADVANTAGED BUSINESS ENTERPRISE:**

(10-16-07)(Rev. 12-17-19)

102-15(J)

SP1 G61

**Description**

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

**Definitions**

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

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

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

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

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

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

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

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

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

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

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

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

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

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

*RF-1 DBE Replacement Request Form* - Form for replacing a committed DBE.  
<http://connect.ncdot.gov/projects/construction/Construction%20Forms/DBE%20MBE%20WBE%20Replacement%20Request%20Form.pdf>

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

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

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

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

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

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

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

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

## **DBE Goal**

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

Disadvantaged Business Enterprises **9.0** %

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

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

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

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

## **Listing of DBE Subcontractors**

At the time of bid, bidders shall submit all DBE participation that they anticipate to use during the life of the contract. Only those identified to meet the DBE goal will be considered committed, even though the listing shall include both committed DBE subcontractors and additional DBE



subcontractors. Additional DBE subcontractor participation submitted at the time of bid will be used toward the Department's overall race-neutral goal. Only those firms with current DBE certification at the time of bid opening will be acceptable for listing in the bidder's submittal of DBE participation. The Contractor shall indicate the following required information:

(A) Electronic Bids

Bidders shall submit a listing of DBE participation in the appropriate section of the electronic submittal file.

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

(B) Paper Bids

- (1) *If the DBE goal is more than zero,*
  - (a) Bidders, at the time the bid proposal is submitted, shall submit a listing of DBE participation, including the names and addresses on *Listing of DBE Subcontractors* contained elsewhere in the contract documents in order for the bid to be considered responsive. Bidders shall indicate the total dollar value of the DBE participation for the contract.
  - (b) If bidders have no DBE participation, they shall indicate this on the *Listing of DBE Subcontractors* by entering the word "None" or the number "0." This form shall be completed in its entirety. **Blank forms will not be deemed to represent zero participation.** Bids submitted that do not have DBE participation indicated on the appropriate form will not be read publicly during the opening of bids. The Department will not consider these bids for award and the proposal will be rejected.
  - (c) The bidder shall be responsible for ensuring that the DBE is certified at the time of bid by checking the Directory of Transportation Firms. If the firm is not certified at the time of the bid-letting, that DBE's participation will not count towards achieving the corresponding goal.

- (2) *If the DBE goal is zero*, entries on the *Listing of DBE Subcontractors* are not required for the zero goal, however any DBE participation that is achieved during the project shall be reported in accordance with requirements contained elsewhere in the special provision.

### **DBE Prime Contractor**

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

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

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

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

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

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

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

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

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

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

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

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

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

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

- (A) Soliciting through all reasonable and available means (e.g. attendance at pre-bid meetings, advertising, written notices, use of verifiable electronic means through the use of the NCDOT Directory of Transportation Firms) the interest of all certified DBEs who have the capability to perform the work of the contract. The bidder must solicit this interest within at least 10 days prior to bid opening to allow the DBEs to respond to the solicitation. Solicitation shall provide the opportunity to DBEs within the Division and surrounding Divisions where the project is located. The bidder must determine with certainty if the DBEs are interested by taking appropriate steps to follow up initial solicitations.
- (B) Selecting portions of the work to be performed by DBEs in order to increase the likelihood that the DBE goals will be achieved.
  - (1) Where appropriate, break out contract work items into economically feasible units to facilitate DBE participation, even when the prime contractor might otherwise prefer to perform these work items with its own forces.
  - (2) Negotiate with subcontractors to assume part of the responsibility to meet the contract DBE goal when the work to be sublet includes potential for DBE participation (2<sup>nd</sup> and 3<sup>rd</sup> tier subcontractors).

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

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

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

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

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

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

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

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

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

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

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

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

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

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

(D) Joint Venture

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

(E) Suppliers

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

(F) Manufacturers and Regular Dealers

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

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

### **Commercially Useful Function**

(A) DBE Utilization

The Contractor may count toward its contract goal requirement only expenditures to DBEs that perform a commercially useful function in the work of a contract. A DBE performs a commercially useful function when it is responsible for execution of the work of the contract and is carrying out its responsibilities by actually performing, managing, and

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

(B) DBE Utilization in Trucking

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

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

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

### **DBE Replacement**

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

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

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

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



for which the DBE contractor was engaged or so that the prime contractor can substitute another DBE or non-DBE contractor after contract award.

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

(A) Performance Related Replacement

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

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

- (1) Copies of written notification to DBEs that their interest is solicited in contracting the work defaulted by the previous DBE or in subcontracting other items of work in the contract.
- (2) Efforts to negotiate with DBEs for specific subbids including, at a minimum:
  - (a) The names, addresses, and telephone numbers of DBEs who were contacted.
  - (b) A description of the information provided to DBEs regarding the plans and specifications for portions of the work to be performed.
- (3) A list of reasons why DBE quotes were not accepted.
- (4) Efforts made to assist the DBEs contacted, if needed, in obtaining bonding or insurance required by the Contractor.

(B) Decertification Replacement

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

work, a good faith effort must be submitted to NCDOT (see A herein for required documentation).

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

### **Changes in the Work**

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

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

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

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

### **Reports and Documentation**

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

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

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

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

The Contractor shall provide the Engineer with an accounting of payments made to all DBE firms, including material suppliers and contractors at all levels (prime, subcontractor, or second tier

subcontractor). This accounting shall be furnished to the Engineer for any given month by the end of the following month. Failure to submit this information accordingly may result in the following action:

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

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

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

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

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

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

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

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

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

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

(3-21-90)

SP1 G85

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

- (A) No Federal appropriated funds have been paid or will be paid, by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of any Federal agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any Federal contract, the making of any Federal grant, the making of any Federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any Federal contract, grant, loan, or cooperative agreement.

- (B) If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any Federal agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this Federal contract, grant, loan, or cooperative agreement, the undersigned shall complete and submit Standard Form-LLL, *Disclosure Form to Report Lobbying*, in accordance with its instructions.

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

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

**RESTRICTIONS ON ITS EQUIPMENT AND SERVICES:**

(11-17-20)

SP01 G090

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

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

(8-20-19)

SP1 G092

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

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

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

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

**EQUIPMENT IDLING GUIDELINES:**

(1-19-21)

107

SP1 G096

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

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

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

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

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

(11-22-94)

108-5

SP1 G100

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

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

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

**CARGO PREFERENCE ACT:**

(2-16-16)

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

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

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

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

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

**SUBSURFACE INFORMATION:**

(7-1-95)

450

SP1 G112 A

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

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

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

1170-4

SP1 G121

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

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

**MAINTENANCE OF THE PROJECT:**

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

104-10

SP1 G125

Revise the *2018 Standard Specifications* as follows:

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

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

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

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

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

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

**COOPERATION BETWEEN CONTRACTORS:**

(7-1-95)

105-7

SP1 G133

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

U-2579AB (Forsyth County) is located adjacent to this project and is anticipated to be let prior to the completion of this project.

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

**ELECTRONIC BIDDING:**

(2-19-19)

101, 102, 103

SP1 G140

Revise the *2018 Standard Specifications* as follows:

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

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

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

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

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

**CONTRACT PREQUALIFICATION:**

The prime contractor and/or subcontractor(s) shall be prequalified in the work code “1601” Stream Restoration and Construction, for which they identify as work items in the prime contractor’s construction progress schedule that they will complete themselves. Any contractor identified as working outside their expertise may be considered in default of contract.

**TWELVE MONTH GUARANTEE:**

(7-15-03)

108

SP1 G145

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

This guarantee provision shall be invoked only for major components of work in which the Contractor would be wholly responsible for under the terms of the contract. Examples would include pavement structures, bridge components, and sign structures. This provision will not be used as a mechanism to force the Contractor to return to the project to make repairs or perform additional work that the Department would normally compensate the Contractor for. In addition, routine maintenance activities (i.e. mowing grass, debris removal, ruts in earth shoulders,) are not parts of this guarantee.

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

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

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

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

105-16, 225-2, 16

SP1 G180

**General**

Schedule and conduct construction activities in a manner that will minimize soil erosion and the resulting sedimentation and turbidity of surface waters. Comply with the requirements herein



regardless of whether or not a National Pollution discharge Elimination System (NPDES) permit for the work is required.

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

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

### **Roles and Responsibilities**

- (A) *Certified Erosion and Sediment Control/Stormwater Supervisor* - The Certified Supervisor shall be Level II and responsible for ensuring the erosion and sediment control/stormwater plan is adequately implemented and maintained on the project and for conducting the quality control program. The Certified Supervisor shall be on the project within 24 hours notice from initial exposure of an erodible surface to the project's final acceptance. Perform the following duties:
  - (1) *Manage Operations* - Coordinate and schedule the work of subcontractors so that erosion and sediment control/stormwater measures are fully executed for each operation and in a timely manner over the duration of the contract.
    - (a) Oversee the work of subcontractors so that appropriate erosion and sediment control/stormwater preventive measures are conformed to at each stage of the work.
    - (b) Prepare the required National Pollutant Discharge Elimination System (NPDES) Inspection Record and submit to the Engineer.
    - (c) Attend all weekly or monthly construction meetings to discuss the findings of the NPDES inspection and other related issues.
    - (d) Implement the erosion and sediment control/stormwater site plans requested.
    - (e) Provide any needed erosion and sediment control/stormwater practices for the Contractor's temporary work not shown on the plans, such as, but not

- limited to work platforms, temporary construction, pumping operations, plant and storage yards, and cofferdams.
- (f) Acquire applicable permits and comply with requirements for borrow pits, dewatering, and any temporary work conducted by the Contractor in jurisdictional areas.
  - (g) Conduct all erosion and sediment control/stormwater work in a timely and workmanlike manner.
  - (h) Fully perform and install erosion and sediment control/stormwater work prior to any suspension of the work.
  - (i) Coordinate with Department, Federal, State and Local Regulatory agencies on resolution of erosion and sediment control/stormwater issues due to the Contractor's operations.
  - (j) Ensure that proper cleanup occurs from vehicle tracking on paved surfaces or any location where sediment leaves the Right-of-Way.
  - (k) Have available a set of erosion and sediment control/stormwater plans that are initialed and include the installation date of Best Management Practices. These practices shall include temporary and permanent groundcover and be properly updated to reflect necessary plan and field changes for use and review by Department personnel as well as regulatory agencies.
- (2) Requirements set forth under the NPDES Permit - The Department's NPDES Stormwater permit (NCS000250) outlines certain objectives and management measures pertaining to construction activities. The permit references *NCG010000, General Permit to Discharge Stormwater* under the NPDES, and states that the Department shall incorporate the applicable requirements into its delegated Erosion and Sediment Control Program for construction activities disturbing one or more acres of land. The Department further incorporates these requirements on all contracted bridge and culvert work at jurisdictional waters, regardless of size. Some of the requirements are, but are not limited to:
- (a) Control project site waste to prevent contamination of surface or ground waters of the state, i.e. from equipment operation/maintenance, construction materials, concrete washout, chemicals, litter, fuels, lubricants, coolants, hydraulic fluids, any other petroleum products, and sanitary waste.
  - (b) Inspect erosion and sediment control/stormwater devices and stormwater discharge outfalls at least once every 7 calendar days and within 24 hours after a rainfall event equal to or greater than 1.0 inch that occurs within a 24 hour period. Additional monitoring may be required at the discretion of Division of Water Resources personnel if the receiving stream is 303(d) listed for turbidity and the project has had documented problems managing turbidity.
  - (c) Maintain an onsite rain gauge or use the Department's Multi-Sensor Precipitation Estimate website to maintain a daily record of rainfall amounts and dates.
  - (d) Maintain erosion and sediment control/stormwater inspection records for review by Department and Regulatory personnel upon request.
  - (e) Implement approved reclamation plans on all borrow pits, waste sites and staging areas.

- (f) Maintain a log of turbidity test results as outlined in the Department's Procedure for Monitoring Borrow Pit Discharge.
  - (g) Provide secondary containment for bulk storage of liquid materials.
  - (h) Provide training for employees concerning general erosion and sediment control/stormwater awareness, the Department's NPDES Stormwater Permit NCS000250 requirements, and the applicable requirements of the *General Permit, NCG010000*.
  - (i) Report violations of the NPDES permit to the Engineer immediately who will notify the Division of Water Quality Regional Office within 24 hours of becoming aware of the violation.
- (3) Quality Control Program - Maintain a quality control program to control erosion, prevent sedimentation and follow provisions/conditions of permits. The quality control program shall:
  - (a) Follow permit requirements related to the Contractor and subcontractors' construction activities.
  - (b) Ensure that all operators and subcontractors on site have the proper erosion and sediment control/stormwater certification.
  - (c) Notify the Engineer when the required certified erosion and sediment control/stormwater personnel are not available on the job site when needed.
  - (d) Conduct the inspections required by the NPDES permit.
  - (e) Take corrective actions in the proper timeframe as required by the NPDES permit for problem areas identified during the NPDES inspections.
  - (f) Incorporate erosion control into the work in a timely manner and stabilize disturbed areas with mulch/seed or vegetative cover on a section-by-section basis.
  - (g) Use flocculants approved by state regulatory authorities where appropriate and where required for turbidity and sedimentation reduction.
  - (h) Ensure proper installation and maintenance of temporary erosion and sediment control devices.
  - (i) Remove temporary erosion or sediment control devices when they are no longer necessary as agreed upon by the Engineer.
  - (j) The Contractor's quality control and inspection procedures shall be subject to review by the Engineer. Maintain NPDES inspection records and make records available at all times for verification by the Engineer.
- (B) *Certified Foreman* - At least one Certified Foreman shall be onsite for each type of work listed herein during the respective construction activities to control erosion, prevent sedimentation and follow permit provisions:
  - (1) Foreman in charge of grading activities
  - (2) Foreman in charge of bridge or culvert construction over jurisdictional areas
  - (3) Foreman in charge of utility activities

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

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

(C) *Certified Installers* - Provide at least one onsite, Level I Certified Installer for each of the following erosion and sediment control/stormwater crew:

- (1) Seeding and Mulching
- (2) Temporary Seeding
- (3) Temporary Mulching
- (4) Sodding
- (5) Silt fence or other perimeter erosion/sediment control device installations
- (6) Erosion control blanket installation
- (7) Hydraulic tackifier installation
- (8) Turbidity curtain installation
- (9) Rock ditch check/sediment dam installation
- (10) Ditch liner/matting installation
- (11) Inlet protection
- (12) Riprap placement
- (13) Stormwater BMP installations (such as but not limited to level spreaders, retention/detention devices)
- (14) Pipe installations within jurisdictional areas

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

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

### **Preconstruction Meeting**

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

### **Ethical Responsibility**

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

**Revocation or Suspension of Certification**

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

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

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

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

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

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

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

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

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

**Measurement and Payment**

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

**PROCEDURE FOR MONITORING BORROW PIT DISCHARGE:**

(2-20-07) (Rev. 4-5-19)

105-16, 230, 801

SP1 G181

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

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

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

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

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

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

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

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

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

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

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

200

SP2 R02B

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

**BURNING RESTRICTIONS:**

(7-1-95)

200, 210, 215

SP2 R05

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

**SHOULDER AND FILL SLOPE MATERIAL:**

(5-21-02)

235, 560

SP2 R45 B

**Description**

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

**Measurement and Payment**

When the Contractor elects to obtain material from an area located beneath a proposed fill sections which does not require excavation for any reason other than to generate acceptable shoulder and fill slope material, the work of performing the excavation will be considered incidental to the item of *Borrow Excavation* or *Shoulder Borrow*. If there is no pay item for *Borrow* or *Shoulder Borrow* in the contract, this work will be considered incidental to *Unclassified Excavation*. Stockpile the excavated material in a manner to facilitate measurement by the Engineer. Fill the void created by the excavation of the shoulder and fill slope material with suitable material. Payment for material used from the stockpile will be made at the contract unit price for *Borrow Excavation* or *Shoulder Borrow*. If there is no pay item for *Borrow Excavation* or *Shoulder Borrow*, then the material will be paid for at the contract unit price for *Unclassified Excavation*. The material used to fill the void created by the excavation of the shoulder and fill slope material will be made at the contract unit price for *Unclassified Excavation*, *Borrow Excavation*, or *Shoulder Borrow*, depending on the source of the material.

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



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

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

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

(01-17-17)

235

SP02 R72

#### **Description**

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

#### **Materials**

Manufactured Quarry Fines.

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

The following MQFs are unacceptable:

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

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

#### **Geotextiles**

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

**Preconstruction Requirements**

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

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

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

**Construction Methods**

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

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

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

**Measurement and Payment**

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

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

**FLOWABLE FILL:**

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

300, 340, 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 *2018 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

**POLYPROPYLENE CULVERT PIPE:**

(8-20-19)

305,310

SP3 R35

Revise the *2018 Standard Specifications* as follows:

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

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

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

**Item**

Polypropylene Pipe

**Section**

1032-9

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

<b>Item</b>	<b>Section</b>
Polypropylene Pipe	1032-9

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

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

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

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

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

<b>Pay Item</b>	<b>Pay Unit</b>
___" Polypropylene Pipe	Linear Foot

**Page 10-60, add Article 1032-9:**

**(A) General**

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

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

**(B) End Treatments, Pipe Tees and Elbows**

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

**(C) Marking**

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

- (1) AASHTO or ASTM Designation

- (2) The date of manufacture
- (3) Name or trademark of the manufacturer

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

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

(11-21-00)

620

SP6 R25

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

The base price index for asphalt binder for plant mix is **\$ 450.38** per ton.

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

**MILLING ASPHALT PAVEMENT:**

(1-15-19)

607

SP6 R59

Revise the *2018 Standard Specifications* as follows:

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

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

**ASPHALT CONCRETE PLANT MIX PAVEMENTS:**

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

610, 1012

SP6 R65

Revise the *2018 Standard Specifications* as follows:

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

<b>TABLE 609-3 LIMITS OF PRECISION FOR TEST RESULTS</b>	
<b>Mix Property</b>	<b>Limits of Precision</b>
25.0 mm sieve (Base Mix)	± 10.0%
19.0 mm sieve (Base Mix)	± 10.0%
12.5 mm sieve (Intermediate & Type P-57)	± 6.0%
9.5 mm sieve (Surface Mix)	± 5.0%
4.75 mm sieve (Surface Mix)	± 5.0%
2.36 mm sieve (All Mixes, except S4.75A)	± 5.0%
1.18 mm sieve (S4.75A)	± 5.0%
0.075 mm sieve (All Mixes)	± 2.0%
Asphalt Binder Content	± 0.5%
Maximum Specific Gravity ( $G_{mm}$ )	± 0.020

Bulk Specific Gravity ( $G_{mb}$ )	$\pm 0.030$
TSR	$\pm 15.0\%$
QA retest of prepared QC Gyratory Compacted Volumetric Specimens	$\pm 0.015$
Retest of QC Core Sample	$\pm 1.2\%$ (% Compaction)
Comparison QA Core Sample	$\pm 2.0\%$ (% Compaction)
QA Verification Core Sample	$\pm 2.0\%$ (% Compaction)
Density Gauge Comparison of QC Test	$\pm 2.0\%$ (% Compaction)
QA Density Gauge Verification Test	$\pm 2.0\%$ (% Compaction)

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

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

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

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

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

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

**A.** Based on 20 year design traffic.

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

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

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

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

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

**TABLE 610-5**

**BINDER GRADE REQUIREMENTS (BASED ON RBR%)**

<b>Mix Type</b>	<b>%RBR <math>\leq</math> 20%</b>	<b>21% <math>\leq</math> %RBR <math>\leq</math> 30%</b>	<b>%RBR <math>\geq</math> 30%</b>
S4.75A, S9.5B, S9.5C, I19.0C, B25.0C	PG 64-22	PG 64-22 <sup>A</sup>	PG-58-28
S9.5D, OGFC	PG 76-22 <sup>B</sup>	n/a	n/a

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

**TABLE 1012-1  
AGGREGATE CONSENSUS PROPERTIES<sup>A</sup>**

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



- A. Requirements apply to the design aggregate blend.
- B. 95 / 90 denotes that 95% of the coarse aggregate has one fractured face and 90% has 2 or more fractured faces.

**AUTOMATED MACHINE GUIDANCE**

(1-2-11)

801

SP8 R01

**General**

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

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

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

**Submittals**

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

At least 90 days prior to beginning grading operations, the Contractor shall submit to the Engineer an AMG work plan to include, but not limited to, proposed equipment, control software manufacturer and version, types of work to be completed using AMG, project site calibration report, repetitive calibration methods for construction equipment and rover units to be used for the duration of the project, and local GPS base station to be used for broadcasting differential correction data to rover units (this may include the NC Network RTK). All surveys must be tied to existing project control as established by NCDOT.

**Inspection**

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

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

**Subgrade and Base Controls**

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

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

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

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

**Measurement and Payment**

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

**CONVERT EXISTING OPEN THROAT CATCH BASIN TO MEDIAN DROP INLET WITH TWO GRATES:**

(1-1-02) (Rev. 7-18-06)

840, 859

SP8 R50

At the proper phase of construction, convert the existing Open Throat Catch Basin at locations indicated in the plans or where directed, to Median Drop Inlet With Two Grates in accordance with the details in the plans and the applicable requirements of Sections 840 and 859 of the *2018 Standard Specifications*.

*Convert Existing Open Throat Catch Basin to Median Drop Inlet With Two Grates* will be measured and paid as each, completed and accepted. Such price and payment is considered full compensation for all equipment, materials, labor, tools, and incidentals necessary to complete each conversion satisfactorily.

Payment will be made under:

**Pay Item**

Convert Existing Open Throat Catch Basin to Median Drop Inlet  
With Two Grates

**Pay Unit**

Each

**SUPPLEMENTAL SURVEYING:**

(4-20-21)

801

SP8 R03

Revise the *2018 Standard Specifications* as follows:

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

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

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

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

862

SP8 R65

**Description**

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

**Materials**

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

Prior to installation the Contractor shall submit to the Engineer:

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

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

**Construction Methods**

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

**Measurement and Payment**

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

Payment will be made under:

**Pay Item**

Guardrail End Units, Type TL-3

**Pay Unit**

Each

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

(1-16-2018)

862

SP8 R70

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

Revise the *2018 Standard Specifications* as follows:

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

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

Payment will be made under:

**Pay Item**

Guardrail Anchor Units, Type \_\_\_\_

Temporary Guardrail Anchor Units, Type \_\_\_\_

**Pay Unit**

Each

Each

**PORTLAND CEMENT CONCRETE PRODUCTION AND DELIVERY:**

(9-15-20)

1000, 1014, 1024

SP10 R01

Revise the *2018 Standard Specifications* as follows:

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

<b>TABLE 1000-1 REQUIREMENTS FOR CONCRETE</b>											
Class of Concrete	Min. Compressive Strength at 28 days	Maximum Water-Cement Ratio				Consistency Maximum Slump		Cement Content			
		Air-Entrained Concrete		Non-Air-Entrained Concrete		Vibrated	Non-Vibrated	Vibrated		Non-Vibrated	
		Rounded Aggregate	Angular Aggregate	Rounded Aggregate	Angular Aggregate			Min.	Max.	Min.	Max.
<i>Units</i>	<i>psi</i>					<i>inch</i>	<i>inch</i>	<i>lb/cy</i>	<i>lb/cy</i>	<i>lb/cy</i>	<i>lb/cy</i>
AA	4500	0.381	0.426	---	---	3.5 <sup>A</sup>	---	639	715	---	---
AA Slip Form	4500	0.381	0.426	---	---	1.5	---	639	715	---	---

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

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

### **THERMOPLASTIC PAVEMENT MARKING MATERIAL – COLOR TESTING:**

3-19-19

1087

SP10 R05

Revise the *2018 Standard Specifications* as follows:

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

Obtain Color Values Y,x,y per ASTM E1349 using C/2° illuminant/observer.

Results shall be  $Y \geq 45\%$ , and x,y shall fall within PR#1 chart chromaticity limits.

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

3-19-19

1087

SP10 R06

Amend the *2018 Standard Specifications* as follows:

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

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

**SNOWPLOWABLE PAVEMENT MARKERS:**

3-19-19

1086, 1250, 1253

SP10 R07

Revise the *2018 Standard Specifications* as follows:

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

**(A) General**

Use snowplowable pavement markers evaluated by NTPEP. The snowplowable pavement marker shall consist of a housing with one or more glass or plastic face lens type reflective lenses to provide the required color designation. Shape the housing to deflect a snowplow blade upward in both directions without being damaged. Plastic lens faces shall use an abrasion resistant coating.

Use recycled snowplowable pavement markers that meet all the requirements of new snowplowable pavement markers except Subarticle 1086-3(B)(1). Recycled snowplowable pavement markers with minimal variation in dimensions are acceptable only when the reflector fits in the housing of the recycled snowplowable pavement marker as originally designed.

**(B) Housings**

**(1) Dimensions**

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

**(2) Materials**

Use snowplowable pavement markers that are on the NCDOT Approved Products List.

**(3) Surface**

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

(4) Identification

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

**(C) Reflectors**

(1) General

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

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

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

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

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

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

**(A) General**

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

Install snowplowable pavement marker housings into slots sawcut into the pavement. Make slots in the pavement to exactly duplicate the shape of the housing of the snowplowable pavement markers.

Promptly remove all debris resulting from the saw cutting operation from the pavement surface. Install the marker housings within 7 calendar days after saw cutting slots in the pavement. Remove and dispose of loose material from the slots by brushing, blow cleaning or vacuuming. Dry the slots before applying the epoxy adhesive. Fill the cleaned slots totally with epoxy adhesive flush with the surface of the existing pavement. Install snowplowable pavement markers according to the manufacturer's recommendations.

Protect the snowplowable pavement markers until the epoxy has initially cured and is track free.

**(B) Reflector Replacement**

In the event that a reflector is damaged, replace the damaged reflector by using adhesives and methods recommended by the manufacturer of the markers and approved by the Engineer. This work is considered incidental if damage occurs during the initial installation of the marker housings and maintenance of initial snowplowable markers specified in this section. This work will be paid for under the pay item for the type of reflector replacement if the damage occurred after the initial installation of the snowplowable pavement marker.

Missing housings shall be replaced. Broken housings shall be removed and replaced. In both cases the slot for the housings shall be properly prepared prior to installing the new housing. Removal of broken housings and preparation of slots will be considered incidental to the work of replacing housings.

**(C) Recycled Snowplowable Pavement Marker Housings**

Use properly refurbished snowplowable pavement marker housings as approved by the Engineer such that approved new reflectors can be installed inside the housings.

**MATERIALS FOR PORTLAND CEMENT CONCRETE:**

(9-15-20)

1000, 1024

SP10 R24

Revise the *2018 Standard Specifications* as follows:

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

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

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

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

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



**EXTRUDED THERMOPLASTIC PAVEMENT MARKING THICKNESS:**

3-19-19

1205

SP12 R05

Revise the *2018 Standard Specifications* as follows:

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

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

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

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

**PERMANENT SEEDING AND MULCHING:**

(7-1-95)

1660

SP16 R02

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

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

<b>Percentage of Elapsed Contract Time</b>	<b>Percentage Additive</b>
0% - 30%	30%
30.01% - 50%	15%

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

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

(5-20-08)

Z-2

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

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

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

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

(5-17-11)

Z-3

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

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

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

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

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

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

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

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

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

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

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

Sericea Lespedeza  
Oats (seeds)

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

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

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

Common or Sweet Sundangrass

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

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

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

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

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

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

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

(10-16-18) (Rev.2-16-21)

Z-4

Revise the *2018 Standard Specifications* as follows:

**Division 6**

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

**Division 7**

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

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

**Division 10**

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

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

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

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

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

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

**Division 17**

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

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

Directional Drill (1)(1.25”) Linear Foot

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

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

Z-04a

**Within Quarantined Area**

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

**Originating in a Quarantined County**

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

**Contact**

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

**Regulated Articles Include**

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

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

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

Z-6

Revise the *2018 Standard Specifications* as follows:

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

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

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

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

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

**(a) Compliance with Regulations**

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

**(b) Nondiscrimination**

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

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

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

**(d) Information and Reports**

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



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

(e) Sanctions for Noncompliance:

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

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

(f) Incorporation of Provisions

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

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

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

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

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

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

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

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

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

**TABLE 103-1  
COMPLAINT BASIS**

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

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

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

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

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

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

**(4) Additional Title VI Assurances**

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

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

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

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

**(HABENDUM CLAUSE)**

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

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

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

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

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

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

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

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

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

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

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

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

Z-7

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

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

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

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

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



**EMPLOYMENT GOALS FOR MINORITY  
AND FEMALE PARTICIPATION**

Economic Areas

**Area 023 29.7%**

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

**Area 024 31.7%**

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

**Area 025 23.5%**

Columbus County  
Duplin County  
Onslow County  
Pender County

**Area 026 33.5%**

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

**Area 027 24.7%**

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

**Area 028 15.5%**

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

**Area 029 15.7%**

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

**Area 0480 8.5%**

Buncombe County  
Madison County

**Area 030 6.3%**

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

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**SMSA Areas****Area 5720 26.6%**

Currituck County

**Area 9200 20.7%**

Brunswick County

New Hanover County

**Area 2560 24.2%**

Cumberland County

**Area 6640 22.8%**

Durham County

Orange County

Wake County

**Area 1300 16.2%**

Alamance County

**Area 3120 16.4%**

Davidson County

Forsyth County

Guilford County

Randolph County

Stokes County

Yadkin County

**Area 1520 18.3%**

Gaston County

Mecklenburg County

Union County

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**Goals for Female****Participation in Each Trade**

(Statewide) 6.9%

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

FHWA - 1273 Electronic Version - May 1, 2012

Z-8

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

**ATTACHMENTS**

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

**I. GENERAL**

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

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

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

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

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

**II. NONDISCRIMINATION**

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

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

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

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

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

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

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

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

### III. NONSEGREGATED FACILITIES

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

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

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

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

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

#### 1. Minimum wages

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

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

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

- (3) The weekly submission of a properly executed certification set forth on the reverse side of Optional Form WH-347 shall satisfy the requirement for submission of the "Statement of Compliance" required by paragraph 3.b.(2) of this section.
- (4) The falsification of any of the above certifications may subject the contractor or subcontractor to civil or criminal prosecution under section 1001 of title 18 and section 231 of title 31 of the United States Code.
- c. The contractor or subcontractor shall make the records required under paragraph 3.a. of this section available for inspection, copying, or transcription by authorized representatives of the contracting agency, the State DOT, the FHWA, or the Department of Labor, and shall permit such representatives to interview employees during working hours on the job. If the contractor or subcontractor fails to submit the required records or to make them available, the FHWA may, after written notice to the contractor, the contracting agency or the State DOT, take such action as may be necessary to cause the suspension of any further payment, advance, or guarantee of funds. Furthermore, failure to submit the required records upon request or to make such records available may be grounds for debarment action pursuant to 29 CFR 5.12.
4. **Apprentices and trainees**
  - a. Apprentices (programs of the USDOL). Apprentices will be permitted to work at less than the predetermined rate for the work they performed when they are employed pursuant to and individually registered in a bona fide apprenticeship program registered with the U.S. Department of Labor, Employment and Training Administration, Office of Apprenticeship Training, Employer and Labor Services, or with a State Apprenticeship Agency recognized by the Office, or if a person is employed in his or her first 90 days of probationary employment as an apprentice in such an apprenticeship program, who is not individually registered in the program, but who has been certified by the Office of Apprenticeship Training, Employer and Labor Services or a State Apprenticeship Agency (where appropriate) to be eligible for probationary employment as an apprentice.

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

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

In the event the Office of Apprenticeship Training, Employer and Labor Services, or a State Apprenticeship Agency recognized by the Office, withdraws approval of an apprenticeship program, the contractor will no longer be permitted to utilize apprentices at less than the applicable predetermined rate for the work performed until an acceptable program is approved.
  - b. Trainees (programs of the USDOL). Except as provided in 29 CFR 5.16, trainees will not be permitted to work at less than the predetermined rate for the work performed unless they are employed pursuant to and individually registered in a program which has received prior approval, evidenced by formal certification by the U.S. Department of Labor, Employment and Training Administration.

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

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

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

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

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

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

1. **Overtime requirements.** No contractor or subcontractor contracting for any part of the contract work which may require or involve the employment of laborers or mechanics shall require or permit any such laborer or mechanic in any workweek in which he or she is employed on such work to work in excess of forty hours in such workweek unless such laborer or mechanic receives compensation at a rate not less than one and one-half times the basic rate of pay for all hours worked in excess of forty hours in such workweek.
2. **Violation; liability for unpaid wages; liquidated damages.** In the event of any violation of the clause set forth in paragraph (1.) of this section, the contractor and any subcontractor responsible therefor shall be liable for the unpaid wages. In addition, such contractor and subcontractor shall be liable to the United States (in the case of work done under contract for the District of Columbia or a territory, to such District or to such territory), for liquidated damages. Such liquidated damages shall be computed with respect to each individual laborer or mechanic, including watchmen and guards, employed in violation of the clause set forth in paragraph (1.) of this section, in the sum of \$10 for each calendar day on which such individual was required or permitted to work in excess of the standard workweek of forty hours without payment of the overtime wages required by the clause set forth in paragraph (1.) of this section.
3. **Withholding for unpaid wages and liquidated damages.** The FHWA or the 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.

\* \* \* \* \*

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

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

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

- (Applicable to all subcontracts, purchase orders and other lower tier transactions requiring prior FHWA approval or estimated to cost \$25,000 or more - 2 CFR Parts 180 and 1200)
- a. By signing and submitting this proposal, the prospective lower tier is providing the certification set out below.
  - b. The certification in this clause is a material representation of fact upon which reliance was placed when this transaction was entered into. If it is later determined that the prospective lower tier participant knowingly rendered an erroneous certification, in addition to other remedies available to the Federal Government, the department, or agency with which this transaction originated may pursue available remedies, including suspension and/or debarment.
  - c. The prospective lower tier participant shall provide immediate written notice to the person to which this proposal is submitted if at any time the prospective lower tier participant learns that its certification was erroneous by reason of changed circumstances.
  - d. The terms "covered transaction," "debarred," "suspended," "ineligible," "participant," "person," "principal," and "voluntarily excluded," as used in this clause, are defined in 2 CFR Parts 180 and 1200. You may contact the person to which this proposal is submitted for assistance in obtaining a copy of those regulations. "First Tier Covered Transactions" refers to any covered transaction between a grantee or subgrantee of

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

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

\* \* \* \* \*

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

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

\* \* \* \* \*

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

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

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

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

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

Z-10

**Description**

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

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

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

**Minorities and Women**

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

**Assigning Training Goals**

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

**Training Classifications**

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

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

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

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

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

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

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

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

**Records and Reports**

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

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

**Trainee Interviews**

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

**Trainee Wages**

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

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

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

**Achieving or Failing to Meet Training Goals**

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

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

**Measurement and Payment**

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

**STANDARD SPECIAL PROVISION**  
**MINIMUM WAGES**  
**GENERAL DECISION NC20210088 01/01/2021 NC88**

Z-088

Date: January 1, 2021

General Decision Number: NC20210088 01/01/2021 NC88

Superseded General Decision Numbers: NC20200088

State: North Carolina

Construction Type: HIGHWAY

**COUNTIES:**

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

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

Note: Under Executive Order (EO) 13658, an hourly minimum wage of \$10.95 for calendar year 2021 applies to all contracts subject to the Davis-Bacon Act for which the contract is awarded (and any solicitation was issued) on or after January 1, 2015. If this contract is covered by the EO, the contractor must pay all workers in any classification listed on this wage determination at least \$10.95 per hour (or the applicable wage rate listed on this wage determination, if it is higher) for all hours spent performing on the contract for calendar year 2021. If this contract is covered by the EO and a classification considered necessary for performance of work on the contract does not appear on this wage determination, the contractor must pay workers in that classification at least the wage rate determined through the conformance process set forth in 29 CFR.5.5(a)(1)(ii) (or the EO minimum wage rate, if it is higher than the conformed wage rate). The EO minimum wage rate will be adjusted annually. Please note that this EO applies to the above-mentioned types of contracts entered into by the federal government that are subject to the Davis-Bacon Act itself, but it does not apply to contracts subject only to the Davis-Bacon Related Acts, including those set forth at 29 CFR 5.1(a)(2) – (60). Additional information on contractor requirements and worker protections under the EO is available at [www.dol.gov/whd/govcontracts](http://www.dol.gov/whd/govcontracts).

Modification Number  
0

Publication Date  
01/01/2021

SUNC2014-003 11/14/2014

	Rates	Fringes
BLASTER	18.64	
CARPENTER	13.68	.05
CEMENT MASON/CONCRETE FINISHER	13.93	
ELECTRICIAN		
Electrician	18.79	2.72

	Rates	Fringes
Telecommunications Technician	15.19	1.25
<b>IRONWORKER</b>	13.30	
<b>LABORER</b>		
Asphalt Raker and Spreader	12.78	
Asphalt Screed/Jackman	14.50	
Carpenter Tender	12.51	.27
Cement Mason/Concrete Finisher Tender	11.04	
Common or General	10.40	.01
Guardrail/Fence Installer	13.22	
Pipelayer	12.43	
Traffic Signal/Lighting Installer	15.65	.24
<b>PAINTER</b>		
Bridge	23.77	
<b>POWER EQUIPMENT OPERATORS</b>		
Asphalt Broom Tractor	10.00	
Bulldozer Fine	16.13	
Bulldozer Rough	14.36	
Concrete Grinder/Groover	17.92	
Crane Boom Trucks	18.19	
Crane Other	19.83	
Crane Rough/All-Terrain	19.10	
Drill Operator Rock	14.28	
Drill Operator Structure	20.89	
Excavator Fine	16.95	
Excavator Rough	13.63	
Grader/Blade Fine	19.84	
Grader/Blade Rough	15.47	
Loader 2 Cubic Yards or Less	13.31	
Loader Greater Than 2 Cubic Yards	16.19	
Material Transfer Vehicle (Shuttle Buggy)	15.44	
Mechanic	17.51	
Milling Machine	15.22	
Off-Road Hauler/Water Tanker	11.83	
Oiler/Greaser	14.16	
Pavement Marking Equipment	12.05	
Paver Asphalt	15.97	
Paver Concrete	18.20	
Roller Asphalt Breakdown	12.79	
Roller Asphalt Finish	13.76	
Roller Other	12.08	
Scraper Finish	12.65	
Scraper Rough	11.50	
Slip Form Machine	19.60	
Tack Truck/Distributor Operator	14.82	
<b>TRUCK DRIVER</b>		
GVWR of 26,000 Lbs or Less	11.45	
GVWR of 26,001 Lbs or Greater	13.57	.03

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

Note: Executive Order (EO) 13706, Establishing Paid Sick Leave for Federal Contractors applies to all contracts subject to the Davis-Bacon Act for which the contract is awarded (and any



solicitation was issued) on or after January 1, 2017. If this contract is covered by the EO, the contractor must provide employees with 1 hour of paid sick leave for every 30 hours they work, up to 56 hours of paid sick leave each year. Employees must be permitted to use paid sick leave for their own illness, injury or other health-related needs, including preventive care; to assist a family member (or person who is like family to the employee) who is ill, injured, or has other health-related needs, including preventive care; or for reasons resulting from, or to assist a family member (or person who is like family to the employee) who is a victim of, domestic violence, sexual assault, or stalking. Additional information on contractor requirements and worker protections under the EO is available at [www.dol.gov/whd/govcontracts](http://www.dol.gov/whd/govcontracts).

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

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

#### Union Rate Identifiers

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

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

#### Survey Rate Identifiers

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

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

#### Union Average Rate Identifiers

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

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

#### WAGE DETERMINATION APPEALS PROCESS

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

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

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

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

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

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

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

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

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

Administrative Review Board  
U.S. Department of Labor  
200 Constitution Avenue, N.W.

Washington, D.C. 20210

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

END OF GENERAL DECISION

U-2579BA

**GT-0.1**

Forsyth County

**PROJECT SPECIAL PROVISIONS**

**GEOTECHNICAL**

DAM EMBANKMENT WIDENING (SPECIAL)

GT-1.1 - GT-1.3

DocuSigned by:

*Geotechnical Engineering Unit*

E06538624A11498...

2/12/2020

**DAM EMBANKMENT WIDENING****Description**

This provision addresses widening of the existing pond dam adjacent to the relocation of Smith Creek.

**Materials**

Refer to Division 10 of the *Standard Specifications*.

<b>Item</b>	<b>Section</b>
Dam Embankment Earth Fill	1018
Blanket Drain	1005
Type 2 Geotextile	1056

Dam Embankment Earth Fills shall be free of organic matter such as sod, brush or roots, debris, frozen soils, ice, and other objectionable materials. Fill materials shall be obtained from off-site. Selection, blending, routing and disposition of materials in the various fills shall be subject to approval by the Engineer. Select existing material excavated from site may be used for embankment construction if it meets the specified product requirements and is approved by the Engineer.

Dam Embankment Earth Fills shall meet the requirements of section 1018 and consist of select soils complying with ASTM D2487 soil classification groups SM, SC, ML, or CL with a low to moderate plasticity (Plasticity Index between 5 and 25) and a maximum dry density of at least 95 pounds per cubic foot, as determined by a Standard Proctor compaction test (ASTM D 698). In lieu of these materials, AASHTO soil classification groups A-4 or A-6 with a PI between 5 and 25 will be acceptable materials for earth dam embankment construction.

Blanket Drain sand shall consist of natural materials meeting the requirements of NCDOT Specification Section 1005 Fine Aggregate Standard Size 2S. Manufactured sands meeting this specification will not be acceptable.

Type 2 Geotextile shall meet the requirements of NCDOT Specification Section 1056.

**Preconstruction Submittals**

- Provide two copies of soil gradation and standard Proctor moisture-density relationship tests in accordance with ASTM D-698 for proposed material to be used as dam embankment earth fill 15 days prior to construction. Provide Atterberg testing results for proposed fill indicating Plasticity Index (PI).
- Provide two copies of gradation analysis and certification that blanket drain fills meet specified requirements.

**Construction Methods**

Work under this Section shall consist of widening of the existing dam embankment as required by the drawings and specifications.

The Contractor shall dewater the ponds identified in the plans for the relocation of Smith Creek. **The ponds shall be lowered at a rate not exceeding 6 inches per day.**

Soil Erosion and Sediment Control for the Dam Site shall be performed in accordance with the Project Plans, approved Soil Erosion and Sediment Control Permits and applicable NCDOT Specifications including Section 107-13 and materials as Specified in Section 1000.

Fill shall not be placed until the foundation has been inspected and approved by the Engineer. Place the blanket drain to the limits indicated on plans. Wrap Type 2 geotextile at the end of the drain as shown on plans.

Place and compact Dam Embankment Earth Fill to the limits indicated on plans. Fill shall not be placed upon a frozen surface, nor shall snow, ice, or frozen material be incorporated in the fill. Fill shall be placed in approximately horizontal layers. The thickness of each layer before compaction shall not exceed 9 inches. Materials placed by dumping in piles or windrows shall be spread uniformly to not more than the specified thickness before being compacted.

During placement and compaction of fill, maintain moisture content of materials within the optimum moisture specified for compaction. Sprinkle water to fill materials at borrow areas or after placement on fill if necessary. Obtain uniform moisture distribution by disking, blading or other approved methods prior to compaction of layer. If material is too wet when deposited on the fill, remove or dry it to specified moisture content prior to compaction.

If top surface of preceding layer of compacted fill becomes too dry to permit suitable bond, remove it or scarify and moisten it by sprinkling to an acceptable moisture content prior to placement of next layer of fill.

Compact Dam Embankment Earth Fill to at least 95% of Standard Proctor Maximum Dry Density, and with the soil moisture between 1 and plus 4 percentage points of the Standard Proctor optimum moisture content at the time of compaction.

**Measurement and Payment**

Measurement for Dam Embankment Earth Fill shall be calculated to the nearest cubic yard of compacted in place material measured by survey before and after embankment earth fill. Payment will include all labor materials and equipment necessary to haul, place and compact embankment.

Blanket Drain shall be measured to the nearest cubic yard of sand installed. Payment shall include all labor, equipment and materials for construction of the blanket drain as indicated on the project drawings and as specified in this provision.

Type 2 Geotextile shall be measured and paid in square yards. The contract unit price for Type 2 Geotextile will cover hauling and placing geotextile according to the plans and this provision.

**Pay Item**

Blanket Drain

Dam Embankment Earth Fill

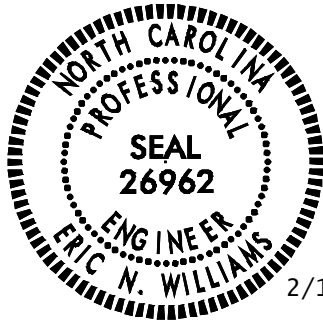
Type 2 Geotextile

**Pay Unit**

Cubic Yard

Cubic Yard

Square Yard



2/12/2020

DocuSigned by:

Eric N. Williams

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

### **POLYUREA PAVEMENT MARKING MEDIA AND THICKNESS:**

(08-27-20)

Amend the *NCDOT 2018 Standard Specifications* as follows:

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

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

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

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

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

Pay Item

Polyurea Pavement Marking Lines, \_\_\_\_", \_\_\_\_mils  
 (Standard Glass Beads)

Pay Unit

Linear Foot



# EC-1

## Project Special Provisions

### Erosion Control

**STABILIZATION REQUIREMENTS:**

(4-30-2019)

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

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

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

**SEEDING AND MULCHING:**

(West)

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

## Shoulder and Median Areas

**August 1 - June 1**

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

**May 1 - September 1**

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

## Areas Beyond the Mowing Pattern, Waste and Borrow Areas:

**August 1 - June 1**

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

**May 1 - September 1**

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

## Approved Tall Fescue Cultivars

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

## Approved Kentucky Bluegrass Cultivars:

4-Season	Blue Velvet	Gladstone	Quantum Leap
Alexa II	Blueberry	Granite	Rambo
America	Boomerang	Hampton	Rhapsody
Apollo	Brilliant	Harmonie	Rhythm
Arcadia	Cabernet	Impact	Rita
Aries	Champagne	Jefferson	Royce
Armada	Champlain	Juliet	Rubicon
Arrow	Chicago II	Jump Start	Rugby II

Arrowhead	Corsair	Keeneland	Shiraz
Aura	Courtyard	Langara	Showcase
Avid	Delight	Liberator	Skye
Award	Diva	Madison	Solar Eclipse
Awesome	Dynamo	Mercury	Sonoma
Bandera	Eagleton	Midnight	Sorbonne
Barduke	Emblem	Midnight II	Starburst
Barnique	Empire	Moon Shadow	Sudden Impact
Baroness	Envicta	Moonlight SLT	Total Eclipse
Barrister	Everest	Mystere	Touche
Barvette HGT	Everglade	Nu Destiny	Tsunami
Bedazzled	Excursion	NuChicago	Unique
Belissimo	Freedom II	NuGlade	Valor
Bewitched	Freedom III	Odyssey	Voyager II
Beyond	Front Page	Perfection	Washington
Blacksburg II	Futurity	Pinot	Zinfandel
Blackstone	Gaelic	Princeton 105	
Blue Note	Ginney II	Prosperity	

Approved Hard Fescue Cultivars:

Aurora II	Eureka II	Oxford	Scaldis II
Aurora Gold	Firefly	Reliant II	Spartan II
Berkshire	Granite	Reliant IV	Stonehenge
Bighorn GT	Heron	Rescue 911	
Chariot	Nordic	Rhino	

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

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

**TEMPORARY SEEDING:**

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

**FERTILIZER TOPDRESSING:**

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

**SUPPLEMENTAL SEEDING:**

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

**MOWING:**

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

**NATIVE GRASS SEEDING AND MULCHING:**

(West)

Native Grass Seeding and Mulching shall be performed on the disturbed areas of wetlands and riparian areas, and adjacent to Stream Relocation and/or trout stream construction within a 50 foot zone on both sides of the stream or depression, measured from top of stream bank or center of depression. The stream bank of the stream relocation shall be seeded by a method that does not alter the typical cross section of the stream bank. Native Grass Seeding and Mulching shall also be performed in the permanent soil reinforcement mat section of preformed scour holes, and in other areas as directed.

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

**August 1 - June 1**

18# Creeping Red Fescue  
8# Big Bluestem  
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*.

**REFORESTATION:****Description**

*Reforestation* will be planted within interchanges and along the outside borders of the road, and in other areas as directed. *Reforestation* is not shown on the plan sheets. See the Reforestation Detail Sheet.

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

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

**Materials**

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

**Construction Methods**

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

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

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

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

**Measurement and Payment**

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

**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

**ENVIRONMENTALLY SENSITIVE AREAS:****Description**

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

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

**Construction Methods****(A) Clearing and Grubbing**

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

**(B) Grading**

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

**(C) Temporary Stream Crossings**

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

**(D) Seeding and Mulching**

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

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

**(E) Stage Seeding**

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

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

**MINIMIZE REMOVAL OF VEGETATION:**

The Contractor shall minimize removal of vegetation within project limits to the maximum extent practicable. Vegetation along stream banks and adjacent to other jurisdictional resources outside the construction limits shall only be removed upon approval of Engineer. No additional payment will be made for this minimization work.

**STOCKPILE AREAS:**

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

**ACCESS AND HAUL ROADS:**

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

**CONSTRUCTION MATERIALS MANAGEMENT**

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

**Description**

The requirements set forth shall be adhered to in order to meet the applicable materials handling requirements of the NCG010000 permit. Structural controls installed to manage construction materials stored or used on site shall be shown on the E&SC Plan. Requirements for handling materials on construction sites shall be as follows:

**Polyacrylamides (PAMS) and Flocculants**

Polyacrylamides (PAMS) and flocculants shall be stored in leak-proof containers that are kept under storm-resistant cover or surrounded by secondary containment structures designed to protect adjacent surface waters. PAMS or other flocculants used shall be selected from the NC DWR List of Approved PAMS/Flocculants. The concentration of PAMS and other flocculants used shall not exceed those specified in the NC DWR List of Approved PAMS/Flocculants and in accordance with the manufacturer's instructions. The NC DWR List of Approved PAMS/Flocculants is available at:

[https://files.nc.gov/ncdeq/Water%20Quality/Environmental%20Sciences/ATU/ApprovedPAMS\\_4\\_1\\_2017.pdf](https://files.nc.gov/ncdeq/Water%20Quality/Environmental%20Sciences/ATU/ApprovedPAMS_4_1_2017.pdf)



**Equipment Fluids**

Fuels, lubricants, coolants, and hydraulic fluids, and other petroleum products shall be handled and disposed of in a manner so as not to enter surface or ground waters and in accordance with applicable state and federal regulations. Equipment used on the site must be operated and maintained properly to prevent discharge of fluids. Equipment, vehicle, and other wash waters shall not be discharged into E&SC basins or other E&SC devices. Alternative controls should be provided such that there is no discharge of soaps, solvents, or detergents.

**Waste Materials**

Construction materials and land clearing waste shall be disposed of in accordance with North Carolina General Statutes, Chapter 130A, Article 9 - Solid Waste Management, and rules governing the disposal of solid waste (15A NCAC 13B). Areas dedicated for managing construction material and land clearing waste shall be at least 50 feet away from storm drain inlets and surface waters unless it can be shown that no other alternatives are reasonably available. Paint and other liquid construction material waste shall not be dumped into storm drains. Paint and other liquid construction waste washouts should be located at least 50 feet away from storm drain inlets unless there is no alternative. Other options are to install lined washouts or use portable, removable bags or bins. Hazardous or toxic waste shall be managed in accordance with the federal Resource Conservation and Recovery Act (RCRA) and NC Hazardous Waste Rules at 15A NCAC, Subchapter 13A. Litter and sanitary waste shall be managed in a manner to prevent it from entering jurisdictional waters and shall be disposed of offsite.

**Herbicide, Pesticide, and Rodenticides**

Herbicide, pesticide, and rodenticides shall be stored and applied in accordance with the Federal Insecticide, Fungicide, and Rodenticide Act, North Carolina Pesticide Law of 1971 and labeling restrictions.

**Concrete Materials**

Concrete materials onsite, including excess concrete, must be controlled and managed to avoid contact with surface waters, wetlands or buffers. No concrete or cement slurry shall be discharged from the site. (Note that discharges from onsite concrete plants require coverage under a separate NPDES permit – NCG140000.) Concrete wash water shall be managed in accordance with the *Concrete Washout Structure* provision. Concrete slurry shall be managed and disposed of in accordance with *NCDOT DGS and HOS DCAR Distribution of Class A Residuals Statewide* (Permit No. WQ0035749). Any hardened concrete residue will be disposed of, or recycled on site, in accordance with state solid waste regulations.

**Earthen Material Stock Piles**

Earthen material stock piles shall be located at least 50 feet away from storm drain inlets and surface waters unless it can be shown that no other alternatives are reasonably available.

**Measurement and Payment**

Conditions set within the *Construction Materials Management* provision are incidental to the project for which no direct compensation will be made.

**WASTE AND BORROW SOURCES:**

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

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

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

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

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

**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 1630-3 of the *Standard Specifications*.

**CLEAN WATER DIVERSION:****Description**

This work consists of installing, maintaining, and removing any and all material required for the construction of clean water diversions. The clean water diversions shall be used to direct water flowing from offsite around/away from specific area(s) of construction.

**Materials**

Refer to Division 10

**Item**

Geotextile for Soil Stabilization, Type 4

**Section**

1056

**Construction Methods**

The Contractor shall install the clean water diversions in accordance with the details in the plans and at locations indicated in the plans, and as directed. Upon installation, the excavated material shall be immediately stabilized as provided in Section 1620 of the *Standard Specifications*. Other stabilization methods may be utilized with prior approval from the Engineer.

Line clean water diversion with geotextile unrolled in the direction of flow and lay smoothly but loosely on soil surface without creases. Bury top of slope geotextile edge in a trench at least 5" deep and tamp securely. Make vertical 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 6" 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.

**Measurement and Payment**

*Silt Excavation* will be measured and paid for in accordance with Article 1630-4 of the *Standard Specifications*.

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

Stabilization of the excavated material will be paid for as *Temporary Seeding* as provided in Section 1620 of the *Standard Specifications*.

Such price and payment shall be considered full compensation for all work covered by this section including all materials, construction, maintenance, and removal of the clean water diversions.

**SAFETY FENCE AND JURISDICTIONAL FLAGGING:****Description**

*Safety Fence* shall consist of furnishing materials, installing and maintaining polyethylene or polypropylene fence along the outside riparian buffer, wetland, or water boundary, or other boundaries located within the construction corridor to mark the areas that have been approved to infringe within the buffer, wetland, endangered vegetation, culturally sensitive areas or water. The fence shall be installed prior to any land disturbing activities.

Interior boundaries for jurisdictional areas noted above shall be delineated by stakes and highly visible flagging.

Jurisdictional boundaries at staging areas, waste sites, or borrow pits, whether considered outside or interior boundaries shall be delineated by stakes and highly visible flagging.

**Materials****(A) Safety Fencing**

Polyethylene or polypropylene fence shall be a highly visible preconstructed safety fence approved by the Engineer. The fence material shall have an ultraviolet coating.

Either wood posts or steel posts may be used. Wood posts shall be hardwood with a wedge or pencil tip at one end, and shall be at least 5 ft. in length with a minimum nominal 2" x 2" cross section. Steel posts shall be at least 5 ft. in length, and have a minimum weight of 0.85 lb/ft of length.

**(B) Boundary Flagging**

Wooden stakes shall be 4 feet in length with a minimum nominal 3/4" x 1-3/4" cross section. The flagging shall be at least 1" in width. The flagging material shall be vinyl and shall be orange in color and highly visible.

**Construction Methods**

No additional clearing and grubbing is anticipated for the installation of this fence. The fence shall be erected to conform to the general contour of the ground.

**(A) Safety Fencing**

Posts shall be set at a maximum spacing of 10 ft., maintained in a vertical position and hand set or set with a post driver. Posts shall be installed a minimum of 2 ft. into the ground. If hand set, all backfill material shall be thoroughly tamped. Wood posts may be sharpened to a dull point if power driven. Posts damaged by power driving shall be removed and replaced prior to final acceptance. The tops of all wood posts shall be cut at a 30-degree angle. The wood posts may, at the option of the Contractor, be cut at this angle either before or after the posts are erected.

The fence geotextile shall be attached to the wood posts with one 2" galvanized wire staple across each cable or to the steel posts with wire or other acceptable means.

Place construction stakes to establish the location of the safety fence in accordance with Article 105-9 or Article 801-1 of the *Standard Specifications*. No direct pay will be made for the staking of the safety fence. All stakeouts for safety fence shall be considered incidental to the work being paid for as "Construction Surveying", except that where there is no pay item for construction surveying, all safety fence stakeout will be performed by state forces.

The Contractor shall be required to maintain the safety fence in a satisfactory condition for the duration of the project as determined by the Engineer.

**(B) Boundary Flagging**

Boundary flagging delineation of interior boundaries shall consist of wooden stakes on 25 feet maximum intervals with highly visible orange flagging attached. Stakes shall be installed a minimum of 6" into the ground. Interior boundaries may be staked on a tangent that runs parallel to buffer but must not encroach on the buffer at any location. Interior boundaries of hand clearing shall be identified with a different colored flagging to distinguish it from mechanized clearing.

Boundary flagging delineation of interior boundaries will be placed in accordance with Article 105-9 or Article 801-1 of the *Standard Specifications*. No direct pay will be made for delineation of the interior boundaries. This delineation will be considered incidental to the work being paid for as *Construction Surveying*, except that where there is no pay item or construction surveying the cost of boundary flagging delineation shall be included in the unit prices bid for the various items in the contract. Installation for delineation of all jurisdictional boundaries at staging areas, waste sites, or borrow pits shall consist of wooden stakes on 25 feet maximum intervals with highly visible orange flagging attached. Stakes shall be installed a minimum of 6" into the ground. Additional flagging may be placed on overhanging vegetation to enhance visibility but does not substitute for installation of stakes.

Installation of boundary flagging for delineation of all jurisdictional boundaries at staging areas, waste sites, or borrow pits shall be performed in accordance with Subarticle 230-4(B)(5) or Subarticle 802-2(F) of the *Standard Specifications*. No direct pay will be made for this delineation, as the cost of same shall be included in the unit prices bid for the various items in the contract.

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

### **Measurement and Payment**

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

Payment will be made under:

<b>Pay Item</b>	<b>Pay Unit</b>
Safety Fence	Linear Foot

### **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 skimmer, providing and placing stone pad on bottom of basin underneath skimmer device, providing and placing a geotextile 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**

<b>Item</b>	<b>Section</b>
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 and approved skimmer 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 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 primary 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 skimmer 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 skimmer according to manufacturer recommendations. The coupling shall be rigid and non-buoyant and not exceed a diameter of 4" and 12" in length. 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 primary 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 primary 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*.

*1.5" Skimmer* will be measured in units of each. *1.5" 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 *1.5" Skimmer* is considered incidental to the measurement of the quantity of *1.5" Skimmer* and no separate payment will be made. No separate payment shall be made if *1.5" 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 B* 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
1.5" Skimmer	Each
Coir Fiber Mat	Square Yard



**COIR FIBER WATTLES WITH POLYACRYLAMIDE (PAM):****Description**

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

**Materials**

Coir Fiber Wattle shall meet the following specifications:

100% Coir (Coconut) Fibers	
Minimum Diameter	12 in.
Minimum Density	3.5 lb/ft <sup>3</sup> +/- 10%
Net Material	Coir Fiber
Net Openings	2 in. x 2 in.
Net Strength	90 lbs.
Minimum Weight	2.6 lbs./ft. +/- 10%

Anchors: Stakes shall be used as anchors.

**Wooden Stakes:**

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

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

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

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

**Construction Methods**

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

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

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

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

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

### **Measurement and Payment**

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

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

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

Payment will be made under:

<b>Pay Item</b>	<b>Pay Unit</b>
Polyacrylamide (PAM)	Pound
Coir Fiber Wattle	Linear Foot

### **SILT FENCE COIR FIBER WATTLE BREAK:**

(8-21-12)	1605,1630
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### **Description**

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

## Materials

Coir fiber wattle shall meet the following specifications:

100% Coir (Coconut) Fibers	
Minimum Diameter	12"
Minimum Length	10 ft
Minimum Density	3.5 lb/cf $\pm$ 10%
Net Material	Coir Fiber
Net Openings	2" x 2"
Net Strength	90 lb.
Minimum Weight	2.6 lb/ft $\pm$ 10%

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

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

## Construction Methods

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

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

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

## Measurement and Payment

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

Payment will be made under:

### Pay Item

Coir Fiber Wattle

### Pay Unit

Linear Foot

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

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

**Materials**

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

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

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

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

**Construction Methods**

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

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

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

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

**Measurement and Payment**

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

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

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

Payment will be made under:

<b>Pay Item</b>	<b>Pay Unit</b>
Polyacrylamide (PAM)	Pound

**IMPERVIOUS DIKE:****Description**

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

**Materials**

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

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

**Measurement and Payment**

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

Payment will be made under:

<b>Pay Item</b>	<b>Pay Unit</b>
Impervious Dike	Linear Foot

**COIR FIBER MAT:****Description**

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

**Materials**

<b>Item</b>	<b>Section</b>
Coir Fiber Mat	1060-14

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

**Wooden Stakes:**

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

**Steel Reinforcement Bars:**

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

**Staples:**

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

**Construction Methods**

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

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

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

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

### Measurement and Payment

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

No measurement will be made for anchor items.

Payment will be made under:

Pay Item	Pay Unit
Coir Fiber Mat	Square Yard

### **CONCRETE WASHOUT STRUCTURE:**

(12-10-20)

### Description

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

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

### Materials

Item	Section
Temporary Silt Fence	1605

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

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

### Construction Methods

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

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

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

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

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

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

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

### **Maintenance and Removal**

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

Inspect concrete washout structures for damage and maintain for effectiveness.

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

### **Measurement and Payment**

*Concrete Washout Structure* will be paid for per each enclosure installed in accordance with the details. If alternate details or commercially available devices are approved, then those devices will also be paid for per each approved and installed device.

*Temporary Silt Fence* will be measured and paid for in accordance with Article 1605-5 of the *Standard Specifications*.

*Safety Fence* shall be measured and paid for as provided elsewhere in this contract.

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

Payment will be made under:

#### **Pay Item**

Concrete Washout Structure

#### **Pay Unit**

Each



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## Project Special Provisions Stream Mitigation

Forsyth County

### **STREAM CHANNEL RELOCATION LIMITATIONS:**

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

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

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

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

Approx. Sta. 46+45 to 67+60 -Y4-

### **COIR FIBER MAT:**

#### **Description**

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

#### **Materials**

<b>Item</b>	<b>Section</b>
Coir Fiber Mat	1060-14

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

#### **Wooden Stakes:**

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

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**Steel Reinforcement Bars:**

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

**Staples:**

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

**Construction Methods**

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

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

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

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

**Measurement and Payment**

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

No measurement will be made for anchor items.

Payment will be made under:

**Pay Item**

Coir Fiber Mat

**Pay Unit**

Square Yard

**STREAMBANK REFORESTATION:****Description**

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

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

**Materials****Live Stakes:**

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

Live staking plant material shall be per the Drawings or, if not specified, consist of a random mix made up of 50% Black Willow (*Salix nigra*) and 50% Silky Dogwood (*Cornus amomum*). Other species may be substituted upon approval of the Engineer. All plant material shall be harvested locally (within the same physiographic ecoregion and plant hardiness zone) or purchased from a local nursery, with the approval of the Engineer. All live stakes shall be dormant at time of acquisition and planting.

**Bare Root Seedlings:**

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

**Construction Methods**

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

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

Stakes shall be spaced per the drawings and details or approximately 4 ft. on center if not specified. Live stakes shall be installed according to the configuration presented on the Streambank Reforestation Detail Sheets.

Tamp live stakes perpendicularly into the finished bank slope with a dead blow hammer, with buds oriented in an upward direction. Stakes should be tamped until approximately ¾ of the stake length is within the ground. The area around each live stake shall be compacted by foot after the live stake has been installed.

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

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

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

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

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

Measurement and Payment

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

Payment will be made under:

Pay Item	Pay Unit
Streambank Reforestation	Acre

STRUCTURE STONE:

Description

This work consists of furnishing, stockpiling, placing and maintaining approved stone used to construct rock cross-vanes, rock vanes, j-hook vanes, w-rock cross vanes, log vanes, root wad/log vanes, log cross vanes, root wad structures, rock cross vanes for step pools, channel blocks, double wing deflectors, single wing deflectors, stream crossings, rock energy dissipaters, constructed riffles, and for use in other locations as directed.

The quantity of stone to be installed will be affected by the actual conditions that occur during the construction of the project. The quantity of stone may be increased, decreased, or eliminated entirely as directed. Such variations in quantity will not be considered as alterations in the details of construction or a change in the character of the work.

Materials

Refer to Division 10 of NCDOT 2018 Standard Specifications for Roads and Structures

Item	Section
No. 57 Stone	1005
Rip Rap, Class A, B, 1, and 2	1042
Boulder	1042
Geotextile for Drainage, Type 2	1056

Boulders shall meet the requirements of Section 1042 of the *Standard Specifications*. Boulders for SMITH CREEK structures shall have minimum mean diameter of 30” and boulders for SMITH

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CREEK TRIBUTARY shall have a minimum mean diameter of 24". Boulders shall be individually picked for use in the structures. Boulders shall be relatively flat on either side in the same dimension, preferably the long dimension.

**Construction Methods**

The Contractor shall place Geotextile for Drainage, Type 2 and stone in locations and to the thickness, widths, and lengths as shown on the plans or as directed. All stone shall be placed to form a sediment and erosion control device, an in-stream structure, or a channel lining neatly and uniformly with an even surface in accordance with the contract and shall meet the approval of the Engineer.

**Measurement and Payment**

*No. 57 Stone* will be measured and paid as the actual number of tons that have been incorporated into the work or have been delivered to and stockpiled on the project as directed. No. 57 stone that has been stockpiled will not be measured a second time.

*Rip Rap, Class A, B, 1, and 2* will be measured and paid for in accordance with Article 876-4 of the *Standard Specifications*.

*Geotextile for Drainage, Type 2* will be measured and paid for in accordance with Article 876-4 of the *Standard Specifications*.

*Boulders* will be measured and paid for as the actual number of tons that have been incorporated into the work or have been delivered to and stockpiled on the project as directed. Stone that has been stockpiled will not be measured a second time.

Such price and payment will be full compensation for all work covered by this section, including but not limited to furnishing, weighing, stockpiling, re-handling, placing, and maintaining the stone and disposal of any materials not incorporated into the project.

Payment will be made under:

<b>Pay Item</b>	<b>Pay Unit</b>
No. 57 Stone	Ton
Boulder	Ton
Rip Rap, Class A, B, 1 and 2	Ton
Geotextile for Drainage	Square Yard

**CONSTRUCTED RIFFLE:****Description**

This work consists of the construction and maintenance of physical barriers placed in and along the stream at locations designated on the plans to provide grade control.

The quantity of constructed riffles to be installed will be affected by the actual conditions that occur during the construction of the project. The quantity of constructed riffles may be increased,

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decreased, or eliminated entirely as directed. Such variations in quantity will not be considered as alterations in the details of construction or a change in the character of the work.

**Materials**

Refer to Division 10 of NCDOT 2018 Standard Specifications for Roads and Structures.

**Item**

No. 57 Stone  
Rip Rap, Class A, B

**Section**

Section 1005  
Section 1042

**Construction Methods**

Constructed riffles shall be constructed according to the Constructed Riffle Detail shown on the plans or as directed. The Contractor shall bucket, rake and/or otherwise adjust placed riffle material, as needed, to create a thalweg within the Constructed Riffle width, so that the finished cross section(s) of the riffle material matches the shape and dimensions shown on the riffle typical section. In locations where exposed bedrock and/or other existing feature (i.e. at grade utility crossing) extends to and/or within the limits of the proposed work, the constructed riffle installation shall be field adjusted to incorporate the bedrock/existing feature, into the finished work. The Engineer shall be contacted as soon as the presence of bedrock and/or other existing feature is field identified, in order to determine the appropriate method of incorporation.

**Measurement and Payment**

*No. 57 Stone* will be measured and paid for as provided in the Structure Stone Special Provision.

*Rip Rap, Class A, B* will be measured and paid for as provided in the Structure Stone Special Provision.

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 construct the constructed riffles.

**J-HOOK VANE:****Description**

This work consists of the construction and maintenance of physical barriers placed in and along the stream at locations designated on the plans to reduce water velocity and direct the stream flow (thalweg) away from the streambank.

The quantity of J-hook vanes to be installed will be affected by the actual conditions that occur during the construction of the project. The quantity of J-hook vanes may be increased, decreased, or eliminated entirely as directed. Such variations in quantity will not be considered as alterations in the details of construction or a change in the character of the work.

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Materials

Refer to Division 10 of NCDOT 2018 Standard Specifications for Roads and Structures.

Item	Section
Boulders	1042 and SP for Structure Stone
No. 57 Stone	1005
Rip Rap, Class A, B	1042
Geotextile for Drainage, Type 2	1056

Boulders shall be used as header and footer rocks for this device.

Construction Methods

J-hook vanes shall be constructed according to the J-hook Vane Detail shown in the plans or as directed. A vane each approximately 1/3 of the stream channel’s bankfull width will form a 20°– 30° angle out from the streambank toward upstream. The top elevation of the vane will decrease from bankfull elevation toward the center of the channel at a slope of 1 to 5 percent. The end of the vane will form a hook with gaps between the header rocks and no gaps between the footer rocks. Install header and footer rocks according to detail and plate the upstream side with Geotextile for Drainage Type 2 and No. 57 stone. Voids between the header and footer rocks can be filled with hand-placed Class A and B stone as directed. Footer rocks shall be placed such that the header rock is at streambed elevation. The J-hook vane shall be keyed into the bank at the downstream end as shown on the J-hook Vane Detail.

Measurement and Payment

*Boulders* will be measured and paid for as provided in the Structure Stone Special Provision.

*No. 57 Stone* will be measured and paid for as provided in the Structure Stone Special Provision.

*Rip Rap, Class A, B* will be measured and paid for as provided in the Structure Stone Special Provision.

*Geotextile for Drainage Type 2* will be measured and paid for as provided in the Structure Stone Special Provision.

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 construct the J-hook vanes.

ROCK SILL:

Description:

The work covered by this section consists of the construction and maintenance of grade control structures placed in and along the stream at locations designated on the plans to prevent the down cutting of freshly graded channel bed.

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The quantity of rock sills to be installed will be affected by the actual conditions that occur during the construction of the project. The quantity of rock sills may be increased, decreased, or eliminated entirely at the direction of the Engineer. Such variations in quantity will not be considered as alterations in the details of construction or a change in the character of the work.

Materials

Refer to Division 10 of NCDOT 2018 Standard Specifications for Roads and Structures.

Item	Section
Boulders	1042 and SP for Structure Stone
No. 57 Stone	1005
Rip Rap, Class A, B	1042
Geotextile for Drainage, Type 2	1056

Construction Methods:

Rock sills shall be constructed according to the rock sill detail shown on the plans or as directed by the Engineer. Boulders will be used for the entire sill. One vane running perpendicular to the stream's flow will installed so that the header rock's top elevations are at the elevation of the proposed channel. The sill shall run from bankfull to bankfull. Individual rocks shall be fitted tightly such that water flows over the device and not through the individual rocks. The header and footer boulders must be placed such that the ends butt up against each other. No gaps between boulders will be accepted. However, voids between the header and footer rocks can be filled with hand-placed Class A stone at the direction of the Engineer. At the ends of the sill, a large sill rock (Structure Stone, Boulders) shall be placed in a trench immediately below bankfull elevation and backfilled with soil to meet the bankfull elevation specified on the profile.

After the rock sill is constructed, a trench shall be dug upstream along the outline of the sill. The trench shall extend a minimum of 0.5 ft below the bottom of the footer rocks. Plate the upstream side with Geotextile, Type 2 and backfill with No 57 Stone.

Measurement and Payment

*Boulders* will be measured and paid for as provided in the Structure Stone Special Provision.

*No. 57 Stone* will be measured and paid for as provided in the Structure Stone Special Provision.

*Rip Rap, Class A, B* will be measured and paid for as provided in the Structure Stone Special Provision.

*Geotextile for Drainage Type 2* will be measured and paid for as provided in the Structure Stone Special Provision.

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 construct the Rock Sills.



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**ROCK VANE:**

**Description**

This work consists of the construction and maintenance of physical barriers placed in and along the stream at locations designated on the plans to direct the stream flow (thalweg) toward the center of the channel.

The quantity of rock vanes to be installed will be affected by the actual conditions that occur during the construction of the project. The quantity of rock vanes may be increased, decreased, or eliminated entirely as directed. Such variations in quantity will not be considered as alterations in the details of construction or a change in the character of the work.

**Materials**

Refer to Division 10 of NCDOT 2018 Standard Specifications for Roads and Structures.

<b>Item</b>	<b>Section</b>
Boulders	1042 and SP for Structure Stone
No. 57 Stone	1005
Rip Rap, Class A, B	1042
Geotextile for Drainage, Type 2	1056

Boulders shall be used as header and footer rocks for this device.

**Construction Methods**

Rock vanes shall be constructed in accordance with the Rock Vane Detail shown in the plans or as directed. A vane, each approximately 1/3 of the stream channel’s bankfull width, will form a 20°–30° angle out from the streambank toward upstream. The top elevation of the vane will decrease from bankfull elevation toward the center of the channel at a slope of 1 to 5 percent. Install header and footer rocks according to the detail and plate the upstream side with Geotextile, Type 2 and No. 57 stone. Voids between the header and footer rocks can be filled with hand-placed Class A and B riprap as directed. Footer rocks shall be placed such that the header rock is at streambed elevation. The rock vane shall be keyed into the bank at the downstream end as shown on the Rock Vane Detail.

**Measurement and Payment**

*Boulders* will be measured and paid for as provided in the Structure Stone Special Provision.

*No. 57 Stone* will be measured and paid for as provided in the Structure Stone Special Provision.

*Rip Rap, Class A, B* will be measured and paid for as provided in the Structure Stone Special Provision.

*Geotextile for Drainage, Type 2* will be measured and paid for as provided in the Structure Stone Special Provision.

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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 construct the rock vanes.

**BOULDER ROCK AND ROLL RIFFLE:**

**Description**

The work covered by this section consists of the construction and maintenance of boulder and stone structures placed in and along the stream at locations designated on the plans. Boulder Rock and Roll Riffles are intended to redirect stream flow through a riffle-pool sequence, and provide grade control.

The quantity of Boulder Rock and Roll Riffles to be installed will be affected by the actual conditions that occur during the construction of the project. The quantity of Boulder Rock and Roll Riffles may be increased, decreased, or eliminated entirely as directed. Such variations in quantity will not be considered as alterations in the details of construction or a change in the character of the work.

**Materials**

Refer to Division 10 of NCDOT 2018 Standard Specifications for Roads and Structures.

Item	Section
Boulders	1042 and SP for Structure Stone
No. 57 Stone	1005
Rip Rap, Class A, B	1042
Geotextile for Drainage, Type 2	1056

Boulders shall be used as header and footer rocks for this structure.

**Construction Methods**

Boulder Rock and Roll Riffles shall be constructed according to the Boulder Rock and Roll Riffle detail shown on the Drawings or as directed by the Engineer. Boulders shall be used to form vane arms, footers and bank toe protection, and structural stone shall plate the riffles and pools of the structure.

Install the Rock Sills so that they form the angle shown in the Drawings when measured perpendicular to the bank toward upstream. The top elevation of the Rock Sill will decrease toward the opposite bank at a slope shown in the Drawings, and completely extend across the channel. The center of the Rock Sill shall be set at the invert elevation specified in the Drawings, and the vane shall extend into each bank as shown in the Drawings. Place the footer boulders securely where shown in the Boulder Rock and Roll Riffle detail, prior to placing header boulders. Plate the most upstream and downstream side of the Rock Sill with filter fabric, and backfill as specified within the Construction Plan documents. Backfill shall be placed upstream of the filter fabric plating, and shall consist of material shown in the Drawings at the dimensions shown in the Drawings. Structural stone or other material shall meet the invert elevation of the riffle specified in the profile and the size gradation shall be according to the detail shown in the Drawings.

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Excavate the downstream pool according to the profile elevations and typical pool cross-section within the Drawings. Plate the pool with material as shown in the Drawings. Place toe protection boulders along the toe of banks where indicated in the detail.

Measurement and Payment

*Boulders* will be measured and paid for as provided in the Structure Stone Special Provision.

*No. 57 Stone* will be measured and paid for as provided in the Structure Stone Special Provision.

*Rip Rap, Class A, B* will be measured and paid for as provided in the Structure Stone Special Provision.

*Geotextile for Drainage Type 2* will be measured and paid for as provided in the Structure Stone Special Provision.

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 construct the J-hook vanes.

**ROCK STEP POOL STRUCTURE:**

Description

The work covered by this section consists of the construction and maintenance of physical barriers placed in and along the stream at locations designated on the plans to direct the stream flow toward the center (thalweg) of the channel, and provide grade control in steeply sloped sections of the channel.

The quantity of Step Pools to be installed will be affected by the actual conditions that occur during the construction of the project. The quantity of Step Pools may be increased, decreased, or eliminated entirely as directed. Such variations in quantity will not be considered as alterations in the details of construction or a change in the character of the work.

Materials

Refer to Division 10 of NCDOT 2018 Standard Specifications for Roads and Structures.

Item	Section
Boulders	1042 and SP for Structure Stone
No. 57 Stone	1005
Rip Rap, Class A, B	1042
Geotextile for Drainage, Type 2	1056

Boulders shall be used as header and footer rocks for this device.

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**Construction Methods**

Step Pools shall be constructed according to the Detail shown in the plans or as directed. Line pool bottom with on-woven geotextile filter fabric, and place boulders along all four sides of the pools extents. Layer bottom of pool with a material as shown in the Drawings to a depth shown in the Drawings. The top elevation of each step pool section will decrease in elevation as it approaches the bankfull elevation of the stream channel. The maximum elevation difference between subsequent step pool header rocks shall not be more than 1 foot or the step shown in the Drawings, whichever is less. Install header and footer rocks according to the details. Footer rocks shall be placed such that the header rock is at grade elevation. Step Pool structures shall be keyed into the bank at the downstream end as shown on the detail.

**Measurement and Payment**

*Boulders* will be measured and paid for as provided in the Structure Stone Special Provision.

*No. 57 Stone* will be measured and paid for as provided in the Structure Stone Special Provision.

*Rip Rap, Class A, B* will be measured and paid for as provided in the Structure Stone Special Provision.

*Geotextile for Drainage Type 2* will be measured and paid for as provided in the Structure Stone Special Provision.

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 construct the step pool structure.

**ROCK TOE PROTECTION:****Description**

The work covered by this section consists of the construction of physical barriers placed along the banks of the stream at locations designated on the plans.

The quantity of Rock Toe Protection to be installed will be affected by the actual conditions that occur during the construction of the project. The quantity of rock toe protection may be increased, decreased, or eliminated entirely as directed. Such variations in quantity will not be considered as alterations in the details of construction or a change in the character of the work.

**Materials**

Refer to Division 10 of NCDOT 2018 Standard Specifications for Roads and Structures.

<b>Item</b>	<b>Section</b>
Geotextile for Drainage, Type 2	1056
No. 57 Stone	1005
Rip Rap, Class B, 1	1042

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Construction Methods

Rock Toe Protection shall be constructed according to the Rock Toe Protection shown on the plans or as directed by the Engineer. Geotextile for Drainage, Type 2 should be used behind the structure as shown in the detail.

Measurement and Payment

*No. 57 Stone* will be measured and paid for as provided in the Structure Stone Special Provision.

*Rip Rap, Class B, 1* will be measured and paid for as provided in the Structure Stone Special Provision.

*Geotextile for Drainage, Type 2* will be measured and paid for as provided in the Structure Stone Special Provision.

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 construct the rock toe protection.

**BOULDER TOE PROTECTION:**

Description

The work covered by this section consists of the construction of physical barriers placed along the banks of the stream at locations designated on the plans.

The quantity of Boulder Toe Protection to be installed will be affected by the actual conditions that occur during the construction of the project. The quantity of boulder toe protection may be increased, decreased, or eliminated entirely as directed. Such variations in quantity will not be considered as alterations in the details of construction or a change in the character of the work.

Materials

Refer to Division 10 of NCDOT 2018 Standard Specifications for Roads and Structures

Item	Section
Geotextile for Drainage, Type 2	1056
Boulders	1042 and SP for Structure Stone
No. 57 Stone	1005
Rip Rap, Class A, B	1042

Construction Methods

Boulder Toe Protection shall be constructed according to the Boulder Toe Protection shown on the plans or as directed by the Engineer. The footer boulders shall be set where the top of the rock shall be at the channel invert elevation. Rip Rap Class A and No. 57 stone shall be used to fill the voids and backfill behind the structure. At a minimum ensure 6-inches of NCDOT #57 stone is placed between all non-woven filter fabric and boulders. Rip Rap Class A, Rip Rap Class B, and No. 57

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stone shall be used to create a rock toe on the stream side of the Boulder Toe. Geotextile for Drainage, Type 2 should be used behind the structure as shown in the detail. The Boulder Toe should be keyed into the bank at the upstream and downstream end to reduce the potential for erosion behind the structure. The top elevation of the Boulder Toe shall be flush with the existing and/or proposed bank elevations at both the upstream and downstream key in locations. Bank grades or earthen soil lift structures placed at the top of the boulder wall shall overlap the top of the boulders only leaving half of the front facing boulder width exposed.

**Measurement and Payment**

*Boulders* will be measured and paid for as provided in the Structure Stone Special Provision.

*No. 57 Stone* will be measured and paid for as provided in the Structure Stone Special Provision.

*Rip Rap, Class A, B* will be measured and paid for as provided in the Structure Stone Special Provision.

*Geotextile for Drainage, Type 2* will be measured and paid for as provided in the Structure Stone Special Provision.

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 construct the boulder toe protection.

**PRECAST GRAVITY RETAINING WALL:****Description**

Furnish material, install, and maintain Precast Gravity Retaining Wall in location shown on plans or in location as directed. Work includes providing all materials, excavating and backfilling, and placing and securing precast gravity retaining wall as shown on plans and/or as surveyed and located in actual field conditions. The entire *Precast Gravity Retaining Wall* operation shall comply with the requirements within this provision as well as Section 455 of the *NCDOT Standard Specifications for Roads and Structures*.

**Submittals**

Contractor shall provide three (3) copies of the shop drawings or product data of the Precast Gravity Retaining Wall or any associated components to be installed for approval by Engineer. As noted in the plans, this wall is intended to have a natural boulder appearance along its face. The details provided in plans on sheets Stream – 2C-1 and Stream – 2C-2 are examples of a potential product type, but Contractor shall determine design, product options, and shop drawings of their recommended wall type for review and approval by Engineer and Division.

No construction shall commence until all shop drawings and product sheets are received and approved.

Shop drawings shall include a plan, cross section schematic, and product specification information for the proposed Precast Gravity Retaining Wall with dimensions and components shown. All shop drawings shall be sealed by a Professional Engineer registered in North Carolina.

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**Construction Methods**

Precast Gravity Retaining Wall shall be constructed according to Stream – 2C-1 and Stream – 2C-2 for Details, Stream-4 for Plan, and Stream-13 for Wall Envelope. Precast Gravity Retaining Wall should be located as noted in the Plans and Details and/or as surveyed and located in actual field conditions.

**Measurement and Payment**

Precast Gravity Retaining Wall shall be measured and paid for as the actual number of square feet of exposed face of Precast Gravity Retaining Wall installed and approved. Dimensions of the Wall Envelope have been shown on plan sheet Stream-13 for reference and actual wall dimensions will be based on actual field conditions. All other quantities associated with furnishing, installing, and stabilizing the Precast Gravity Retaining Wall will be considered incidental.

The Contractor shall perform all work as shown on the Plans and Details in accordance with the applicable *NCDOT 2018 Standard Specifications for Roads and Structures* and ASTM standards.

Payment will be made under:

**Pay Item**

Precast Gravity Retaining Wall

**Pay Unit**

Square Foot

**SITE GRADING FOR MITIGATION:****Description**

The Contractor shall perform grading as necessary to attain final surface elevations as shown on the plans and in the details.

**Construction Methods****(A) Site Grading**

The Contractor shall perform grading as necessary to attain final surface elevations as shown on the plans and in the details. Field modifications shall be approved by the Engineer. Final grades shall meet the plan and stream dimensions within a tolerance of +/- 0.2 feet (2.4 inches).

**(B) Stream Excavation/Ditch Filling**

In areas where ditches are to be filled, the Contractor shall comply with the requirements of Subarticle 235-3(C) of the *Standard Specifications* to obtain a minimum 95% compaction rate. Lift thickness shall not exceed 1 ft. and compaction shall be achieved by use of mechanical compaction equipment only. Fill material shall be such that the Plasticity Index (PI) shall be equal to or greater than that of the PI in each surrounding soil strata. Organic material shall not exceed 10% of the total volume of the fill material used and no large roots should be allowed. Additionally, maximum particle sizes should be limited to 4 inches or less. No compaction shall be performed for graded areas unless directed.

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All site grading must occur in the dry. If ponds contain water, ponds must be drained before site grading begins.

Excess material shall be disposed of as shown on the plans or as directed.

Measurement and Payment

All work completed under this section, Unclassified for Stream Relocation, Undercut for Stream Relocation and Borrow for Stream Relocation, will be measured and paid for in Cubic Yards in accordance with this *Site Grading for Mitigation* provision.

No separate measurement or payment will be made for draining existing ponds and will be considered incidental to *Site Grading for Mitigation* provision.

The above prices and payments will be full compensation for all work covered by this section.

Payment will be made under:

Pay Item	Pay Unit
Unclassified for Stream Relocation	Cubic Yard
Undercut for Stream Relocation	Cubic Yard
Borrow for Stream Relocation	Cubic Yard

SURVEYING FOR MITIGATION:

Description

*Surveying for Mitigation* shall be performed in accordance with the applicable requirements of Section 801 of the *Standard Specifications* and shall include but not be limited to the layout of the stream channel, temporary and permanent easements, and all sensitive areas associated with the implementation of the design as indicated in the plans. The contractor shall maintain a level and rod onsite at all times for use by the Engineer to ensure adequate stream grades are achieved. This will not alleviate the contractor’s responsibility to make certain that the stream is constructed in accordance with the project plans and provisions.

Construction Methods

Stakeout of the stream channel in its entirety shall be performed in such a way that the Engineer can verify the layout of the stream channel prior to construction activities commencing. The Contractor shall mark the proposed location of the top of banks and centerline of the channel. At a minimum, ditch stakes shall be placed to indicate the head of riffle and max pool locations within the proposed channel. Differing front and back slopes shall be indicated on the stake. Stakes should be maintained until final inspection of the project. There will be no additional payment for re-staking.

Upon completion of the stakeout and prior to beginning construction, the contractor shall give the Engineer a 48-hour notice in order to approve the stream alignment.



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Measurement and Payment

Payment for surveying for mitigation will be made for providing all construction layout, boundary surveying, and engineering necessary for the proper construction of the project in accordance with the project plans and special provisions. Surveying for adjustments to the stream alignment shall be considered incidental to the lump sum price for *Surveying for Mitigation*.

Payment will be made under:

Pay Item	Pay Unit
Surveying for Mitigation	Lump Sum

**POND DEWATERING:**

Description

The work covered by this section consists of draining ponds 2 and 3 within the work area. No other ponds will be drained for the work within this project. The entire *Pond Dewatering* operation shall comply with the requirements within this section.

Below is the best information available as to how the existing ponds receive and dispose of water. This information is shown for the convenience of the Contractor. The Contractor shall have no claim whatsoever against the Department of Transportation for any delays or additional costs incurred based on differences between the information provided and actual conditions at the project site.

- Pond 2 is fed by a 4” PVC in Tributary to Smith Creek.
- Pond 2 has a 6” PVC equilibrium pipe that leads to Pond 3
- Pond 2 has a 6” PVC overflow riser that outlets into Smith Creek.
- Pond 3 is feed by an 8” Terracotta pipe in Smith Creek.
- Pond 3 has a 6” and 4” Pipe that leads to a splitter box across Smith Creek.
- Pond 3 has a 15” MTL overflow riser that outlets into Smith Creek.

Dewatering Methods

The Contractor shall coordinate with the property owner prior to performing any pond dewatering work. This coordination shall include confirmation as to the method the property owner has used to successfully drain the ponds. Upon coordination with the property owner and confirming the actual field conditions, the Contractor shall submit a dewatering plan to the Resident Engineer for approval. Ponds 2 and 3 (see sheet STREAM-1) must be drained in order to complete stream restoration work.

**Pond 2 Dewatering:**

The Contractor to plug the existing 4” PVC in Tributary to Smith Creek upstream of Pond 2 near proposed Smith Creek Sta. 11+24 RT to prevent any additional water coming into Pond 2. The Contractor has the option of utilizing or modifying the existing 6” PVC riser (near Smith Creek Sta. 15+68 LT) to drain Pond 2 into Smith Creek. The 6” PVC between ponds 2 and 3 will also be allowed to be left open.

**Pond 3 Dewatering:**

The Contractor shall plug the existing 8” MP pipe in Smith Creek under filter screen near proposed Smith Creek Sta. 10+55 LT to prevent any additional water coming into Pond 3. Ensure the PVC pipe between ponds 2 and 3 is open in order to drain both ponds. Utilize or modify the 15” MTL riser

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(near Smith Creek Sta. 30+72 RT) to drain Pond 3 into Smith Creek. Another alternative to drain Pond 3 is to remove the 4” and 6” caps on the PVC pipes on the northwest corner of Pond 3 that cross under the existing bridge and drain to the splitter box on the west side of Smith Creek. Consult with the property owner on best methods to drain Pond 3 and divert water in splitter box to other downstream ponds.

The Contractor may also utilize dewatering pumps, special stilling basins, and stabilized outlets to drain ponds 2 and 3. See *Pump Around Operation* for further details and example of pump around operation detail on the construction drawings.

The Contractor shall allow ponds to dry adequately before any land disturbing activities within ponds 2 and 3. The use of dewatering pumps and stilling basins may be utilized to expedite the drying time.

Any alterations or deviations to the above methods must be approved by the Engineer.

Measurement and Payment

No separate measurement or payment will be made for pond dewatering. The cost of all work necessary for pond dewatering shall be considered incidental to and included in the contract unit price bid for the pay items associated with the *Site Grading for Mitigation* special provision found elsewhere in these contract documents.

PUMP AROUND OPERATION:

Description

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

The number of pump around set-ups may be increased, decreased, or eliminated entirely at the direction of the Engineer. Such variations in quantity will not be considered as alterations in the details of construction or a change in the character of the work. (See example of pump around operation detail on the construction plans.)

Materials

Refer to Division 10 of NCDOT 2018 Standard Specifications for Roads and Structures

Item	Section
Impervious Dike	Special Provisions
Special Stilling Basin	1639

Construction Methods

Install a temporary impervious dike as shown on the detail. Pump water around work site. If the water is turbid or exposed to bare soil, pump through a special stilling basin. Follow detail for the pump around. Once the work is complete in an area (including all channel grading, in-stream

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structures and erosion control seed and matting) move the impervious dike and pump system. Stabilize area of the pump intake and outlet immediately (e.g., seed and mulch repair any matting) following removal of pump around system.

**Measurement and Payment**

*Pump Around Operation* will be measured and paid for as provided as a Lump Sum.

*Special Stilling Basins* will be measured and paid in accordance with Section 1639.

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 construct the Stream Pump Around Operation and Special Stilling Basins.

**STREAM INTAKE VAULT:****Description:**

The work covered by this section consists of construction and maintenance of a Stream Intake Vault located within the stream bank as shown within the Plans and Details. The Stream Intake Vault captures water from the live stream through a 16" Ductile Iron (DI) intake pipe placed in a low area prior to a constructed riffle. Construction of the Stream Intake Vault will include installation of the stormwater precast (or cast in place) junction box sections and joints, access hatch, sluice gate, drainage structure steps, anti-flotation ballast, water tight connection to the proposed 16' DI pipe, concrete pier supporting 16" DI pipe, and intake screen as shown within the Plans and Details.

The Stream Intake Vault shall be measured as described in Masonry Drainage Structures, *NCDOT 2018 Standard Specifications for Roads and Structures* Section 840.

**Submittals:**

Contractor shall provide three (3) copies of the shop drawings or product data of the Stream Intake Vault and any associated components to be installed to Owner's Representative for approval by Engineer.

No construction shall commence until all shop drawings and product sheets are received and approved.

Shop drawings shall include a plan and cross-section schematic of the proposed Stream Intake Vault installation with dimensions and components shown.

**Materials:**

Stream Intake Vault - shall meet the necessary ASTM standards for a Precast concrete structure of this nature, *NCDOT 2018 Standard Specifications for Roads and Structures* Section 1077, and shall meet the necessary dimensions noted in the "Stream Intake Vault" detail in the Plans and Details.

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Sluice Gate - shall be constructed and be sized per the details within the Plans and Details.  
Deviations from the Plans and Details shall be approved by the Engineer prior to installation.

Drainage Structure Steps – shall conform to NCDOT Standard Drawing 840.66

Access Hatch – shall be constructed and be sized per the details within the Plans and Details.  
Deviations from the Plans and Details shall be approved by the Engineer prior to installation.

Ductile Iron Pipe – shall be constructed and be sized per the details within the Plans and Details.  
Deviations from the Plans and Details shall be approved by the Engineer prior to installation.

Concrete Pier (support system for 16” DI pipe stub out) – shall be constructed and be sized per the details within the Plans and Details. Deviations from the Plans and Details shall be approved by the Engineer prior to installation.

Intake Screen – shall be constructed and be sized per the details within the Plans and Details.  
Deviations from the Plans and Details shall be approved by the Engineer prior to installation.

Anti-flotation Ballast – shall meet the requirements of NCDOT Cast-in-Place Structural Concrete.

**Construction Methods:**

Stream Intake Vault shall be constructed according to the details shown in the Plans and Details or as directed by the Engineer. Stream Intake Vault should be located as noted in the Plans and Details.

Ensure that the Stream Intake Vault is extended into the ground to the indicated depth below the invert elevation to accommodate the anti-flotation structure for the Stream Intake Vault. Install 16” DI with intake screen and aluminum 2’x 2’ access hatch as shown in the Plans and Details.

**Access Hatch:****Description:**

The work consists of the purchase of (or fabrication) and installation of an Access Hatch in accordance with the details in the plans. The access hatch should be installed in accordance with the manufacturer's recommendations and as directed by the Engineer.

**Materials:**

Materials and fabrication methods for the access hatch shall conform to requirements of Sections 1070, 1072, 1074 and 1081 of the *2018 Standard Specifications*.

**Ductile Iron (DI) Pipe:****Description:**

This specification describes Ductile Iron (DI) Pipe, for use in gravity-flow drainage applications.

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**Materials:**

Materials shall be in accordance with section 1034-4 Ductile Iron Pipe of the NCDOT Standard Specifications for Roads and Structures.

Pipe or fittings may be rejected for failure to comply with any requirement of this specification.

**Construction Methods:**

Installation shall be in accordance with section 1505 of the NCDOT Standard Specifications for Roads and Structures or approved manufacturer published installation guidelines. Provide connectors and joints for all pipe fittings that are suitable for gravity flow and underground conditions.

**Watertight Flexible Pipe-to-Manhole Connector:****Description:**

This work consists of furnishing all necessary materials, installing, and testing watertight seals for pipe connection with drainage structures.

**Materials:**

A watertight, flexible pipe-to-manhole connector shall be employed in the connection of all pipe to precast manholes or other drainage structures. The connector shall be the sole element relied on to assure a flexible watertight seal of the pipe to the structure.

(A) Pipe Connection Diameters 4" to 8"

The rubber connector shall be constructed solely of synthetic or natural rubber, shall meet/exceed the requirements of ASTM C923, and shall have a minimum tensile strength of 1600 psi.

(B) Pipe Connection Diameters 8" to 72"

The connector shall consist of a rubber gasket, an internal expansion sleeve, and one or more external compression take-up clamps. The rubber gasket element shall be constructed solely of poly-isoprene or natural rubber, and shall meet/exceed the requirements of ASTM C923, and shall have a minimum tensile strength of 1600 psi. Minimum thickness of the cross-section shall be 0.275 inches. If metal, the internal expansion sleeve shall be made of 11 gauge, Series 304, non-magnetic stainless steel and shall utilize no welds in its construction.

**Installation:**

For pipe connection diameters between 4" and 8", the connector shall be directly cast into the structure according to manufacturer specifications using casting accessories available from the connector manufacturer.

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For pipe connection diameters between 8" and 72", installation shall be performed according to manufacturer specifications using either a hydraulic or mechanical insertion tool available from the connector manufacturer. The external compression take-up clamp(s) shall be constructed of Series 304 and Series 305, non-magnetic stainless steel and shall utilize no welds in its constructions. The clamp(s) shall be installed by torquing the adjusting screw using a torque-setting wrench available from the connector manufacturer.

Selection of the proper size connector for the drainage structure and pipe requirement, and installation thereof, shall be in strict conformance with the recommendations of the connector manufacturer. Any dead end pipe stubs installed in connectors shall be restrained from movement per ASTM C923.

Finished connections shall provide sealing to 13 psi (minimum), and shall accommodate deflection of pipe to 7 degrees (minimum) without loss of seal. Vacuum testing, if required, shall be conducted in strict conformance with ASTM C1244 prior to backfill. Other testing shall be conducted in strict conformance with the requirements of the connector manufacturer.

**Measurement and Payment:**

Stream Intake Vault shall meet the applicable requirements of Section 840; of the *NCDOT Standard Specifications for Roads and Structures*. Quantities have been listed on plan sheet Stream 2C-3 for reference and will be considered incidental to Stream Intake Vault.

Access hatch quantities have been listed on plan sheet Stream 2C-3 for reference and will be considered incidental to Lump Sum Stream Intake Vault.

Ductile Iron (DI) Pipe quantities have been listed on plan sheet 2C-3 for reference and will be considered incidental to Lump Sum Stream Intake Vault.

No separate measurement or payment will be made for furnishing, installing, and testing Watertight Flexible Pipe-to-Manhole Connector and will be considered incidental to Lump Sum Stream Intake Vault.

Furnish all labor, equipment and materials required to complete all work associated with installing the Stream Intake Vault, as described within these Technical Specifications and as shown within the Plans and Details, including, but not limited to, Access Hatch, Ductile Iron (DI) Pipe, Water Tight Connection to the proposed 16' DI pipe, Concrete Pier Supporting 16" DI pipe, , Sluice Gate, Drainage Structure Steps, Intake Screen and Anti-Flotation Ballast. The Summary of Stream Intake Vault Component Items are shown on plan sheet Stream 2C-3 for reference.

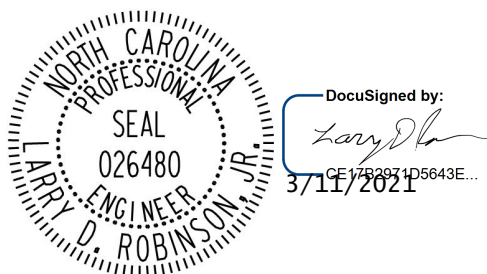
The Contractor shall perform all work as shown on the Plans and Details in accordance with the applicable *NCDOT 2018 Standard Specifications for Roads and Structures* and ASTM standards.

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Payment will be made under:

Pay Item  
Stream Intake VaultPay Unit  
Lump Sum**IMPERVIOUS SELECT MATERIAL:****Description**

This work consists of furnishing, stockpiling, placing and maintaining impervious select material for stream plugs in locations as shown on the plans and cross-sections or as directed.

The quantity of Impervious Select Material to be installed will be affected by the actual conditions that occur during the construction of the project. The quantity of Impervious Select Material may be increased, decreased, or eliminated entirely as directed. Such variations in quantity will not be considered as alterations in the details of construction or a change in the character of the work.

**Materials**

Refer to Division 10 of NCDOT 2018 Standard Specifications for Roads and Structures

**Item**

Select Material, Class I

**Section**

Section 1062

Materials that will function as impervious barriers to water movement shall be a silty or clay soil material meeting the requirements of AASHTO M 145 for soil classification A-2, A-6 and A-7 provided such materials do not have a Liquid Limit (LL) greater than 50. To maintain soil workability for placement and compaction, the following criteria shall apply for Plasticity Index (PI):

Position of Borrow Material

Below the water table

Above the water table

Constraints on Plasticity Index (PI)

Must be greater than 7 and less than 25

Must be greater than 7 and less than 35

Plasticity Index shall be determined in accordance with AASHTO T90 and the Liquid Limit shall be determined in accordance with AASHTO T89. The Contractor is cautioned that soils tend to become less workable as the PI increases above 20. Although a PI of 35 may be acceptable, the Contractor should be aware that additional efforts might be necessary to work the soil in order to achieve the minimum compaction standards.

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**Construction Methods**

Impervious Select Material for stream plugs shall be constructed at locations as shown on the plans and cross-sections or as directed. Impervious Select Material for stream plugs shall be used at the outlet end of uncompacted channel fills, and may be used at other locations to provide surface drainage relief from the uncompacted fills.

**(A) Clearing and Grubbing**

Clear and Grub the stream plug cross-section on all sides to remove all vegetation and root mat material as directed to an elevation at least 1 ft. below the elevation of the existing channel cross-section.

**(B) Construction**

Construct the stream plug using material that meets the requirements of the Materials section listed above. Construct the stream plug to the dimensions detailed on the plans.

**Measurement and Payment**

*Impervious Select Material* will be measured and paid for as the actual number of cubic yards of material, measured in their original position and computed by the average end area method, which has been acceptably excavated in accordance with the plans and specifications. Original cross-sections for the determination of the excavation quantities will be taken before any grading begins. Final cross-sections will be taken after the excavation has been completed, except that the plan typical sections will be used for the final cross-sections where, in the opinion of the Engineer, the work has been constructed in reasonably close conformity to the plan typical section. Original and final cross-sections will be taken by either ground or aerial survey methods, as determined by the Engineer.

Such price and payment will be full compensation for all work covered by this section, including but not limited to furnishing the source of the Impervious Select Material, providing and implementing a development, use and reclamation plan; building, maintaining and obliterating haul roads; clearing and grubbing the source; removal and disposition of overburden and other unsuitable material; excavation; hauling; restoration of the source and haul roads to an acceptable condition, seeding and mulching and maintaining the work.

Payment will be made under:

**Pay Item**

Impervious Select Material

**Pay Unit**

Cubic Yard

**STREAM PLUG:****Description**

This work consists of the construction, maintenance, and removal of physical barriers placed in ditches, diversions or swales to reduce water flow.

The quantity of stream plugs to be constructed will be affected by the actual conditions that occur



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during the construction of the project. The quantity of stream plugs may be increased, decreased, or eliminated entirely as directed. Such variations in quantity will not be considered as alterations in the details of construction or a change in the character of the work.

**Materials**

Stream plugs shall consist of *Impervious Select Material* that shall meet the specifications as provided elsewhere in this contract.

Refer to Division 10 of NCDOT 2018 Standard Specifications for Roads and Structures.

**Construction Methods**

Stream plugs shall be constructed at locations as shown on the plans or as directed. Clear and grub all side slopes of the channel. Place stream plug in channel ensuring that there is at least 5 ft. of embankment material between the plug and the face of the restored stream bank. Construct the stream plug across the entire width of the channel and to an elevation of 2 ft below the proposed fill elevation as shown on the plans. The length of the stream plug is to be a minimum of 15 ft and a maximum of 20 ft.

**Measurement and Payment**

Stream plugs will not be measured for payment under this article. *Impervious Select Material* will be measured and paid for as provided elsewhere in this contract.

This payment shall be considered full compensation for all materials, labor, equipment, and incidentals necessary to construct the stream plug.

The removal and disposal of silt accumulations will be measured and paid for as *Silt Excavation* in accordance with Article 1630-3 of the *Standard Specifications*.

**TOE WOOD:****Description**

The work covered by this section consists of the construction of physical barriers placed along the banks of the stream at locations designated on the plans.

The quantity of *Toe Wood Protection* to be installed will be affected by the actual conditions that occur during the construction of the project. The quantity of toe wood protection may be increased, decreased, or eliminated entirely as directed. Such variations in quantity will not be considered as alterations in the details of construction or a change in the character of the work.

**Materials**

The Engineer shall approve the Log selection prior to in-stream structure placement to ensure conformity with the specifications, and/or sizes specified on the Drawings. If the Engineer rejects the Logs, the Contractor shall replace them at no cost to the City.

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Logs will preferably come from onsite sources encountered during Clearing, Tree Removal, and Site Preparation. Logs shall be relatively linear in shape and be devoid of any excessive curves and inflections. The Logs shall be sound, tough, and free of defects such as decay, dry rot, fungus, and insect damage. Only hardwood tree species shall be used for Logs unless otherwise approved in writing by the Engineer.

The Logs shall meet the minimum diameter (measured at the smallest end) and length as specified in the Drawings or table below **if not specified in the Drawings**. The length of the log may vary depending on the dimensions and tie-ins specified in the Drawing details. Logs shall be selected so that a single log meets the necessary length of a section of the designed structure (i.e. log vane arm = one log). The dimension below shall be considered the minimum log length accepted for use, unless otherwise specified by the Engineer.

Intended Use within Structure	Minimum Log Diameter (inches)	Minimum Log Length (feet)
Arms, and Sills	12	16.0
Anchor Logs	8	6

Construction Methods

*Toe Wood Protection* shall be constructed according to the Toe Wood Protection shown on the plans or as directed by the Engineer. Footer logs shall be limited to hardwoods and free of limbs, branches and root ball. All footer logs shall be relatively solid (hard) and visibly free from decay, breakage or other damages. Tree species for the brush pack wood material shall be either hardwoods or conifers, or a combination of both, the percentage shall be in accordance with the Contract Documents and based on site availability. Wood material shall include limbs, small logs, tree tops, brush and woody shrubs. Woody material for the brush pack used in the Toe Wood Structure shall be a variety of size and shape ¼-6” diameter and in general 8 feet long and can be with or without leaves/needles depending on the season.

Measurement and Payment

*Toe Wood Protection* will be measured and paid for per linear foot of toe wood protection installed along stream alignment.

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 construct the toe wood protection.

TOPSOIL:

Description

This work consists of stripping, stockpiling, transporting, and distributing topsoil in accordance with the plans and specifications, and as directed. It is the intent of the Department to utilize the existing topsoil contained within the project limits, if approved, as the final soil layer distributed on the shoulders and fill slopes throughout this project. If it is determined Topsoil shall be applied by the

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Contractor prior to the planting process to provide a suitable growth medium for vigorous vegetation growth. The final grades indicated within the Drawings shall be met with the addition of all soil amendments to the site. If the Contractor determines that the existing site soils at final grade provide the necessary growth medium without the addition of soil amendments, then the Contractor shall provide a soil analysis performed by experience and qualified individuals, such as the local Cooperative Extension or NRCS office, who will explain in writing the results of the analysis. Existing site soil at final grade not requiring the addition of soil amendments shall meet the minimum requirements.

Materials

Provide soil consisting of loose and friable material free of subsoil admixtures, refuse, stumps, rocks, roots, root mats, or other unsatisfactory material. The pH of the soil shall be between 5.0 and 8.0. Remove stones and other foreign material 3" or larger in diameter.

If it is determined that onsite soils are not sufficient for vegetation growth and cannot meet this specification, Compost Blanket (SP) may be substituted with Engineer's approval.

Construction Methods

Obtain material within the project limits. Construct top layer of shoulder and fill slopes with a minimum of 6" of soil capable of supporting vegetation. All soil is subject to approval by the Engineer prior to placement.

Measurement and Payment

*Topsoil* will be measured and paid for as the actual number of cubic yards of material installed and approved. 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 construct the Topsoil.

Payment will be made under:

Pay Item	Pay Unit
Topsoil	Cubic Yard

**COMPOST BLANKET:**  
(8-23-17)

Description

This work shall consist of furnishing, installing, maintaining, and seeding a water permeable *Compost Blanket* to reduce soil erosion and sediment by promoting the establishment of vegetation on sandy soils where vegetation is difficult to establish.

Materials

Compost:

Compost used for Compost Blankets shall be weed free and derived from a well-decomposed source of organic matter. The compost shall be produced using an aerobic composting process meeting CFR

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503 regulations, including time and temperature data indicating effective weed seed, pathogen, and insect larvae kill. The compost shall be free of any refuse, contaminants or other materials toxic to plant growth. Non-composted products will not be accepted. Test methods for the items below should follow USCC TMECC guidelines for laboratory procedures:

1. pH between 5.0-8.0 in accordance with TMECC 04.11-A, "Electrometric pH Determinations for Compost".
2. For seeded Compost Blankets, seed should be incorporated at the time of application in the entire depth of the compost blanket, at rates per foot, per square yard, or per acre, as acceptable to the engineer. The following particle sizes shall also be followed: 100% passing a 2" sieve; 99% passing a 1" sieve; minimum of 60% passing a ½" sieve. All other testing parameters remain the same. The seeding rates are generally similar or slightly higher than those used when considering application of seed via hydroseeding or other seeding methods.
3. Moisture content of less than 60% in accordance with standardized test methods for moisture determination.
4. Material shall be relatively free (<1% by dry weight) of inert or foreign man made materials.
5. A sample shall be submitted to the engineer for approval prior to being used and must comply with all local, state and federal regulations.

**Construction Methods**

1. Compost Blankets will be placed as directed. Unless otherwise specified, Compost Blankets should be installed at a minimum depth of 1".
2. The Compost Blanket shall be seeded at time of installation for establishment of permanent vegetation. The Engineer will specify seeding requirements.
3. Compost Blankets are not to be used in direct flow situations or in runoff channels.
4. The type and rate of seed, fertilizer and lime shall be in accordance with the Seeding and Mulching provisions of this contract and as directed.

**Maintenance**

1. The Contractor shall perform routine inspections and maintain the Compost Blanket in a functional condition at all times.
2. Where the Compost Blanket fails, it will be routinely repaired.
3. The Compost Blanket will be seeded on site, at rates and seed types as determined by the Engineer. Once vegetation is established, final seeding is not required.

**Performance**

1. The Contractor is responsible for establishing a working erosion control system and may, with approval of the Engineer, work outside the minimum construction requirements as needed.
2. Where the Compost Blanket deteriorates or fails, it will be repaired or replaced with a more effective approved alternative.

**Measurement and Payment**

The Contractor shall provide the Engineer with proof that a minimum 1" thick Compost Blanket has been applied after settling. This rate equals approximately 270 cubic yards of compost material per

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acre of application area. The Contractor shall supply satisfactory evidence that the specified amount of material has been effectively placed (i.e., truck load tickets).

*Compost Blanket* will be measured and paid for as the actual number of acres measured along the surface of the ground over which the Compost Blanket is installed and accepted.

Payment will be made under:

Pay Item	Pay Unit
Compost Blanket	Acre

**CONSTRUCTION, MAINTENANCE AND REMOVAL  
OF TEMPORARY ACCESS AT STATION 66+62 -Y4- (RT)**

**(12-12-13)**

**GENERAL**

Construct, maintain, and remove the temporary access required to provide the working area necessary for construction of the new sbridge, construction of the temporary detour structure, or for the removal of an existing bridge, as applicable. Temporary access may involve the use of a rock causeway [workpad], a work bridge, or other methods; however, all types of temporary access are required to meet the requirements of all permits, the Standard Specifications, and this Special Provision.

**TEMPORARY ROCK CAUSEWAY [WORKPAD]**

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

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

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

**TEMPORARY WORK BRIDGE**

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

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**BASIS OF PAYMENT**

The lump sum price bid for “*Construction, Maintenance and Removal of Temporary Access at Station 66+62 -Y4- (RT)*” will be full compensation for the above work, or other methods of access, including all material, pipes, work bridge components, equipment, tools, labor, disposal, and incidentals necessary to complete the work.

Payment will be made under:

<b>Pay Item</b>	<b>Pay Unit</b>
Construction, Maintenance, and Removal of Temporary Access at Station 66+62 -Y4- (RT)	Lump Sum

Project Special Provisions  
Culvert

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DocuSigned by:

Seth A. Denney

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2/23/2021

**FALSEWORK AND FORMWORK****(4-5-12)****1.0 DESCRIPTION**

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

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

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

**2.0 MATERIALS**

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

**3.0 DESIGN REQUIREMENTS****A. Working Drawings**

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

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

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



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

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

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

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

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

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

For MBT prestressed concrete girders, 45-degree angle holes for falsework hanger rods shall be cast through the girder top flange and located, measuring along the top of the member, 1'-2 ½" 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 <sup>2</sup> for Indicated Wind Velocity, mph				
	70	80	90	100	110
0 to 30	15	20	25	30	35
30 to 50	20	25	30	35	40
50 to 100	25	30	35	40	45
over 100	30	35	40	45	50

#### 2. Time of Removal

The following requirements replace those of Article 3.4.8.2.

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

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

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

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

Forsyth	70	Orange	70		
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**B. Review and Approval**

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

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

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

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

**4.0 CONSTRUCTION REQUIREMENTS**

All requirements of Section 420 of the Standard Specifications apply.

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

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

**A. Maintenance and Inspection**

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

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

**B. Foundations**

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

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

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

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

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

**5.0 REMOVAL**

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

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

**6.0 METHOD OF MEASUREMENT**

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

**7.0 BASIS OF PAYMENT**

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

**SUBMITTAL OF WORKING DRAWINGS****(1-29-21)****1. GENERAL**

Submit working drawings in accordance with Article 105-2 of the *Standard Specifications* and this provision. For this provision, “submittals” refers to only those listed in this provision. The list of submittals contained herein does not represent a list of required submittals for the project. Submittals are only necessary for those items as required by the

contract. Make submittals that are not specifically noted in this provision directly to the Engineer. Either the Structures Management Unit or the Geotechnical Engineering Unit or both units will jointly review submittals.

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

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

## **2. ADDRESSES AND CONTACTS**

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

Via US mail:

Mr. B. C. Hanks, P. E.  
State Structures Engineer  
North Carolina Department  
of Transportation  
Structures Management Unit  
1581 Mail Service Center  
Raleigh, NC 27699-1581

Attention: Mr. J. L. Bolden, P. E.

Via other delivery service:

Mr. B. C. Hanks, P. E.  
State Structures Engineer  
North Carolina Department  
of Transportation  
Structures Management Unit  
1000 Birch Ridge Drive  
Raleigh, NC 27610

Attention: Mr. J. L. Bolden, P. E.

Submittals may also be made via email.

Send submittals to:

[jlbolden@ncdot.gov](mailto:jlbolden@ncdot.gov) (James Bolden)

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

[eomile@ncdot.gov](mailto:eomile@ncdot.gov) (Emmanuel Omile)

[mrorie@ncdot.gov](mailto:mrorie@ncdot.gov) (Madonna Rorie)

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

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

Via US mail:

Mr. David Hering, L. G., P. E.

Via other delivery service:

Mr. David Hering, L. G., 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

Eastern Regional Geotechnical  
Manager  
North Carolina Department  
of Transportation  
Geotechnical Engineering Unit  
Eastern Regional Office  
3301 Jones Sausage Road, Suite 100  
Garner, NC 27529

Via Email: [EastGeotechnicalSubmittal@ncdot.gov](mailto:EastGeotechnicalSubmittal@ncdot.gov)

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

Via US mail or other delivery service:

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

Via Email: [WestGeotechnicalSubmittal@ncdot.gov](mailto:WestGeotechnicalSubmittal@ncdot.gov)

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

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

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

Primary Structures Contact:

(919) 707 – 6408

James Bolden

(919)

250 – 4082 facsimile

[jlbolden@ncdot.gov](mailto:jlbolden@ncdot.gov)

Secondary Structures Contacts:  
6451

Emmanuel Omile

(919) 707 –

Madonna Rorie

(919) 707 –

6508

Eastern Regional Geotechnical Contact (Divisions 1-7):



662 – 4710

David Hering

(919)

[dthering@ncdot.gov](mailto:dthering@ncdot.gov)

Western Regional Geotechnical Contact (Divisions 8-14):

8902

Eric Williams

(704) 455 –

[ewilliams3@ncdot.gov](mailto:ewilliams3@ncdot.gov)**3. SUBMITTAL COPIES**

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

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

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

**STRUCTURE SUBMITTALS**

<b>Submittal</b>	<b>Copies Required by Structures Management Unit</b>	<b>Copies Required by Geotechnical Engineering Unit</b>	<b>Contract Reference Requiring Submittal <sup>1</sup></b>
Arch Culvert Falsework	5	0	Plan Note, SN Sheet & “Falsework and Formwork”
Box Culvert Falsework <sup>7</sup>	5	0	Plan Note, SN Sheet & “Falsework and Formwork”
Cofferdams	6	2	Article 410-4
Foam Joint Seals <sup>6</sup>	9	0	“Foam Joint Seals”

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

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

**FOOTNOTES**

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

**GEOTECHNICAL SUBMITTALS**

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

**FOOTNOTES**

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

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

Comply with the manufacturer specifications and limitations applicable to the operation of any and all cranes and derricks. Prime contractors, sub-contractors, and fully operated rental

companies shall comply with the current Occupational Safety and Health Administration (OSHA) regulations.

Submit all items listed below to the Engineer prior to beginning crane operations. Changes in personnel or equipment must be reported to the Engineer and all applicable items listed below must be updated and submitted prior to continuing with crane operations.

#### **CRANE SAFETY SUBMITTAL LIST**

- A. **Competent Person:** Provide the name and qualifications of the “Competent Person” responsible for crane safety and lifting operations. The named competent person will have the responsibility and authority to stop any work activity due to safety concerns.
- B. **Riggers:** Provide the qualifications and experience of the persons responsible for rigging operations. Qualifications and experience should include, but not be limited to, weight calculations, center of gravity determinations, selection and inspection of sling and rigging equipment, and safe rigging practices.
- C. **Crane Inspections:** Inspection records for all cranes shall be current and readily accessible for review upon request.
- D. **Certifications:** Crane operators shall be certified by the National Commission for the Certification of Crane Operators (NCCCO) or the National Center for Construction Education and Research (NCCER). Other approved nationally accredited programs will be considered upon request. In addition, crane operators shall have a current CDL medical card. Submit a list of crane operator(s) and include current certification for each type of crane operated (small hydraulic, large hydraulic, small lattice, large lattice) and medical evaluations for each operator.

#### **GROUT FOR STRUCTURES**

**(12-1-17)**

##### **1.0 DESCRIPTION**

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

##### **2.0 MATERIAL REQUIREMENTS**

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

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

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

### **3.0 SAMPLING AND PLACEMENT**

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

### **4.0 BASIS OF PAYMENT**

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

**PROJECT SPECIAL PROVISION**

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

Z-1a

**PERMITS**

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

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

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

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

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

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

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



DEPARTMENT OF THE ARMY  
WILMINGTON DISTRICT, CORPS OF ENGINEERS  
69 DARLINGTON AVENUE  
WILMINGTON, NORTH CAROLINA 28403-1343

January 29, 2020

Regulatory Division

Action ID: SAW-2008-03183, NCDOT/U-2579B, Winston-Salem Northern Beltway, from US 158 to I-40B/US 421, Smith Creek Relocation, Modification to Individual Permit issued October 17, 2019

Philip S. Harris, III, P.E., CPM  
North Carolina Department of Transportation  
Environmental Analysis  
1598 Mail Service Center  
Raleigh, North Carolina 27699-1598

Dear Mr. Harris:

Reference the Department of the Army (DA) permit issued on October 17, 2019, to the North Carolina Department of Transportation (NCDOT) for impacts associated with the new location project identified as U-2579B, Winston-Salem Northern Beltway. The 4.06 mile, three-lane divided facility would extend from US 158 to I-40B/US 421 near Winston Salem, Forsyth County, North Carolina. Coordinates (in decimal degrees) for the site are 36.1178° N, -80.1380° W. The project occurs in the Yadkin River Basin (8-digit Cataloging Unit 03040101). Also reference U.S. Army Corps of Engineers (Corps') modifications dated July 2, 2014 and February 21, 2019. The current standard permit expires on December 31, 2022.

On October 21, 2019, the U.S. Army Corps of Engineers (Corps) received a request to modify the above referenced permit to include the relocation of 1,711 linear feet of Smith Creek (Site 28) and the relocation of 80 linear feet of an unnamed tributary to Smith Creek (Site 28A). The modification also included the draining, excavating and filling of two (2) aquaculture ponds measuring 1.62 acres and 6.20 acres, (Sites 28B and 28C). Constructability constraints associated with a deceleration lane for the Winston-Salem Northern Beltway necessitate the relocations of the creeks, as well as the decommissioning of two aquaculture ponds. The newly relocated Smith Creek will measure 2,127 linear feet and the newly relocated unnamed tributary will measure 384



linear feet. NCDOT will use natural channel design and riparian plantings over the relocation site.

These stream relocation changes bring the U-2579B project impact totals to: 12,492 linear feet of permanent stream channel impacts, 1,570 linear feet of temporary stream impacts, and the draining, excavating and filling of 7.82 acres of aquaculture ponds (permanent impact). There are no changes to the permitted permanent wetland impact(s) of 1.96 acres.

A Public Notice describing this proposal was issued for a 15-day comment period. No substantial concerns or comments were received from this notice. Therefore, the Corps has completed the evaluation of your request and has determined that it is appropriate and reasonable. Consequently, the permit is modified as requested and shown on the enclosed plans, Sheets 1-18, dated 14 January 2020. The permit also includes the implementation of the monitoring plan for the relocations of Smith Creek, the unnamed tributary to Smith Creek, and the establishment of a riparian vegetated corridor in and near the relocated stream sites.

For your information, the following special condition from the original authorization has been updated to include the new stream relocation requirements using natural channel design and the establishment of a riparian vegetated buffer around the relocated stream channels:

1. Construction Plans: All work authorized by this permit must be performed in strict compliance with the attached plans, Sheets 1-18, dated 14 January 2020. The permit also includes the implementation of the attached Stream Relocation/monitoring plan for the relocations of Smith Creek, the unnamed tributary to Smith Creek, and the establishment of a riparian vegetated corridor in and near the relocated stream sites. Any modification to the attached stream relocation plans must be approved by the U.S. Army Corps of Engineers (Corps) prior to any active construction in waters or wetlands.

If you object to this decision, you may request an administrative appeal under Corps regulations at 33 CFR Part 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 decision you must submit a completed RFA form to the following address:

-3-

District Engineer, Wilmington Regulatory Division  
Attn: Nicholle Braspennickx  
69 Darlington Avenue  
Wilmington, North Carolina 28403

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 Division 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 March 30, 2020.

It is not necessary to submit an RFA form to the Division Office if you do not object to the decision in contained in this correspondence.

All other conditions of the permit, including the permit expiration date of December 31, 2022, remain in effect, as written. Should you have any questions, contact Ms. Nicholle Braspennickx, Charlotte Regulatory Office, via email at: [Nicholle.M.Braspennickx@usace.army.mil](mailto:Nicholle.M.Braspennickx@usace.army.mil) or by telephone at (704)510-0162.

FOR THE COMMANDER



Enclosures:

Monte Matthews  
Lead Project Manager  
Wilmington District

## **Smith Creek Stream Relocation Plan: U2579B**

### **Site Summary**

Smith Creek runs parallel to existing west bound Business 40 just east of the interchange with the Winston Salem Northern Beltway in Forsyth County. There are two active fish hatchery ponds on the north side of Smith Creek. Construction of the deceleration lane from Business 40 onto the Winston Salem Northern Beltway resulted in a need to widen the highway toward Smith Creek. In the 2014 permit application, the plans called for armoring Smith Creek with a series of retaining walls and rip rap bank stabilization. Following the initial survey work in 2008, high stormwater flows have accelerated erosion along Smith Creek between Business 40 and the two fish hatchery ponds. The stream bank erosion was further accelerated when the area received several large rain events in 2018. As a result, Smith Creek has migrated closer to existing Business 40, making it impossible to construct the series of retaining walls and rip rap bank stabilization without jeopardizing the fish hatchery ponds. NCDOT has explored a culvert running the distance of Smith Creek. However due to cost, constructability and long-term maintenance concerns, NCDOT has opted to drain the two fish hatchery ponds and relocate Smith Creek and an Unnamed Tributary to Smith Creek into new channels. The relocated channels have been designed using natural channel techniques, maximizing floodplain width for long term stability. A riparian buffer will be planted utilizing native riparian vegetation, including herbaceous plants, shrubs and trees. A monitoring plan for the stream relocation and vegetation success is detailed below (see sections titled "Stream Assessment Success Criteria" and "Vegetation Success"). The area will be held under NCDOT Right of Way and a Control of Access fence will be erected around the site.

### **Water Access for Existing Fish Hatchery**

The two fish hatchery ponds that will be drained for the stream relocation are part of a larger fish hatchery operation. Currently, the property owner utilizes an existing dam in Smith Creek, just downstream of the existing culvert under Business 40, to keep his ponds at full capacity for aquaculture operations. There is currently an 8-inch pipe that runs from the dam to fill the series of three ponds. Two of the three ponds will be removed to relocate the stream. Since the NCDOT project will remove the inline dam and impact the 8-inch pipe, we needed to provide the property owner a means to access water to fill his remaining pond that is equivalent to his existing operation. NCDOT has reviewed a couple of different methods to maintain water access. One method included an installation of a stream bypass structure which sends water into a pipe that runs the length of the stream relocation. This method was determined infeasible due to maintenance concerns associated with the long flat slope of the proposed pipe. Instead, NCDOT has decided to install an instream vault downstream of the project area where the property owner can place a pump as needed to fill the ponds.

NCDOT has investigated the amount of water that is currently being taken from Smith Creek to determine if the property owner's existing methods are in compliance with North Carolina General Statute §143-215.22H(b1). This statute requires 'any person who with draws or transfers 1,000,000 gallons per day' to register and report their withdrawal with the North Carolina Department of Environmental Quality (NCDEQ). If the property owner took two weeks to fill the ponds utilizing the 8" pipe he currently has, then he would remove 230,037 gallons per day. In conversations with the property owner, he fills the pond over a five-week period. The property owner is not currently registered, nor is does NCDOT believe he is required to be registered with the NCDEQ. Since NCDOT's project is going to decrease the amount of water the property owner needs by decreasing the number of ponds, the amount of water being removed from Smith Creek will decrease, and not change his need to register with NCDEQ. If his operations change in the future, it will be the property owner's responsibility to coordinate with NCDEQ.

\* **Stream Assessment Success Criteria**

The stream relocation site shall be monitored for five years or until success criteria are satisfied. Monitoring protocols shall follow the Monitoring Level I outlined in the Stream Mitigation Guidelines, April 2003. NCDOT will evaluate the success of the stream relocation project based on guidance provided by the Stream Mitigation Guidelines disseminated by the United States Army Corps of Engineers-Wilmington District. The survey of channel dimension will consist of permanent cross sections placed at six (6) cross sections (three riffles and three pools). Annual photographs showing both banks and upstream and downstream views will be taken from permanent, mapped photo points. The survey of the longitudinal profile will cover a cumulative total of approximately 2,471 linear feet of channel (2,127' for Smith Creek and 344' for the unnamed tributary. The entire restored length of stream will be investigated for channel stability and in-stream structure functionality. Any evidence of channel instability will be identified, mapped and photographed. Pebble counts shall not be conducted. In the event that success criteria are not being met, remedial measures will be coordinated with resource agencies. The monitoring shall be conducted annually for a minimum of five (5) years after final planting. The monitoring results shall be submitted to resource agencies in a final report within sixty (60) days after completing monitoring. After 5 years, the NCDOT shall contact resource agencies to schedule a site visit to "close out" the mitigation site if the site has met success criteria. If success is not met, NCDOT will make necessary adjustments to the site or pay mitigation fees to cover the impacts.

\* **Vegetation Success**

The success of vegetation and plantings will be measured through stem counts. Permanent quadrants will be used to sample the riparian buffer and restoration wetlands. Survival of the live stakes will be determined by visual observation throughout the five-year monitoring period.

Bare root vegetation will be evaluated using three (3) staked survival plots. Plots will be 50ft. by 50ft. If site conditions prevent a 50ft. by 50ft. plot, then the plot will have varying dimensions to encompass an area of 2,500 ft<sup>2</sup>. All flagged stems will be counted in those plots. Success will be defined as 320 stems per acre after three years and 260 stems per acre after five years. All vegetation monitoring will be conducted during the growing season.

Appropriate measures will be taken to control nuisance vegetation during the monitoring period if it affects the success of the planted vegetation.

**\* Functional Assessment: Pre and Post construction**

A NCSAM form was completed for Smith Creek and the UT to Smith Creek. The forms have been attached to this Stream Relocation plan and are labeled Appendix 1. Smith Creek was divided into 3 sections, labeled SA-1, SA-2 and SA-3. SA-1 and 3 received an overall score of low, while SA-2 received a score of medium. The UT-1 to Smith Creek was assessed in its entirety within the project footprint and received an overall score of low.

A NCSAM form will be completed after the monitoring period in order to compare the potential functional uplift to pre-project conditions. It was decided with input from NCDOT, USACE, NCDWR, and NCWRC that the form will not be used to determine success of the site, but rather it will be used for comparison of pre and post project functions.

ROY COOPER

Governor

MICHAEL S. REGAN

Secretary

S. DANIEL SMITH

Director



NORTH CAROLINA  
Environmental Quality

February 3, 2020

Mr. Philip S. Harris, III, P.E., CPM  
NC Department of Transportation  
Environmental Analysis Unit  
1598 MSC  
Raleigh, NC 27699-1598

Subject: Modification to the 401 Water Quality Certification Pursuant to Section 401 of the Federal Clean Water Act with ADDITIONAL CONDITIONS for improvements to Winston Salem Northern Beltway Eastern Section from US 158 to I-40 Bus/US 421 in Forsyth County, WBS Element No. 34839.2.10, TIP Project No. U-2579B; NCDWR Project No. 20140090 v7.

Dear Mr. Harris:

Attached hereto is a modification of Certification No. 3987 issued to The North Carolina Department of Transportation (NCDOT) originally dated April 11, 2014 and modified (with revisions) dated July 28, 2014 (v2); subsequently modified (via field modifications) on June 11, 2015 (v3), and on August 8, 2017 (v4); modified again on December 17, 2018 (v5); and, renewed/modified (with revision) on October 14, 2019 (v6).

If we can be of further assistance, do not hesitate to contact us.

Sincerely,

DocuSigned by:

Amy Chapman

9C9886312DCD474...

Linda Culpepper, Director  
Division of Water Resources

#### Attachments

#### Electronic copy only distribution:

Nicholle Braspenickx, US Army Corps of Engineers, Charlotte Field Office  
Carla Dagnino, NC Department of Transportation  
Amanetta Somerville, US Environmental Protection Agency  
Claire Ellwanger, US Fish and Wildlife Service  
Marla Chambers, NC Wildlife Resources Commission  
Amy Euliss, NC Department of Transportation, Division 9  
File Copy



North Carolina Department of Environmental Quality | Division of Water Resources  
512 North Salisbury Street | 1617 Mail Service Center | Raleigh, North Carolina 27699-1617  
919.707.9000

**Modification to the 401 Water Quality Certification Pursuant to Section 401 of the Federal Clean Water Act  
with ADDITIONAL CONDITIONS**

**THIS CERTIFICATION** is issued in conformity with the requirements of Section 401 Public Laws 92-500 and 95-217 of the United States and subject to the North Carolina Division of Water Resources (NCDWR) Regulations in 15 NCAC 2H .0500. This certification authorizes the NCDOT to impact an additional 1,791 linear feet of jurisdictional streams in Forsyth County. Additional new open water impacts (pond draining) amount to 7.82 acres. The project shall be constructed pursuant to the modification dated received October 21, 2019 and subsequent information received on January 29, 2020. The authorized impacts are as described below:

**Perennial Stream Impacts in the Yadkin Pee Dee River Basin**

Site	Permanent Fill (linear ft)			New Permanent Impacts Total (linear feet)	Temporary Impacts (linear ft)	New Temporary Impacts Total (linear ft)	Stream Impacts Requiring Additional Mitigation (linear ft)
	Culvert	Fill	Bank Stabilization	Bank Stabilization	Fill	Fill	
23, Current impacts	151	-	36	-	121	-	-
23, New impacts	-	-	plus 19	55	minus 91	30	-
28, Current impacts	598	-	194	-	127	-	-
28, New impacts	-	1,711	minus 62	132	minus 127	0	1,711*
28A, Brand New impacts	-	80	-	-	-	-	-

**Total New Stream Impact: 1,791 linear feet**

*\*Mitigation requirements to be determined following the monitoring period per the submitted plan.*

**Open Water (Ponds) Impacts in the Yadkin Pee Dee River Basin**

Site	Permanent Fill in Open Waters (ac)	Temporary Fill in Open Waters (ac)	Total Fill in Open Waters (ac)
28B	1.62	-	1.62
28C	6.20	-	6.20
<b>Total</b>	7.82	-	7.82

**Total Open Water Impact for Project: 7.82 acres.**



The application provides adequate assurance that the discharge of fill material into the waters of the Yadkin Pee Dee River Basin in conjunction with the proposed development will not result in a violation of applicable Water Quality Standards and discharge guidelines. Therefore, the State of North Carolina certifies that this activity will not violate the applicable portions of Sections 301, 302, 303, 306, 307 of PL 92-500 and PL 95-217 if conducted in accordance with the application and conditions hereinafter set forth.

This approval is only valid for the purpose and design that you submitted in your modification application dated October 21, 2019 and subsequent information received on January 29, 2020. All of the authorized activities and conditions that pertain to the original Water Quality Certification dated April 11, 2014 and modified (with revisions) dated July 28, 2014 (v2); subsequently modified (via field modifications) on June 11, 2015 (v3), and on August 8, 2017 (v4); modified again on December 17, 2018 (v5); and, renewed/modified (with revision) on October 14, 2019 (v6), still apply except where superseded by this Certification.

Should your project change, you are required to notify the NCDWR and submit a new application. If the property is sold, the new owner must be given a copy of this Certification and approval letter and is thereby responsible for complying with all the conditions. If any additional wetland impacts, or stream impacts, for this project (now or in the future) exceed one acre or 300 linear feet, respectively, additional compensatory mitigation may be required as described in 15A NCAC 2H .0506 (h) (6) and (7). For this approval to remain valid, you are required to comply with all the conditions listed below. In addition, you should obtain all other federal, state or local permits before proceeding with your project including (but not limited to) Sediment and Erosion control, Coastal Stormwater, Non-discharge and Water Supply watershed regulations. This Certification shall expire on the same day as the expiration date of the corresponding Corps of Engineers Permit.

## **Condition(s) of Certification:**

- \* 1. Mitigation requirements related to the impacted channel will be determined following the monitoring period of the relocated channel as outlined in the submitted plan. As indicated in your application, natural stream design (NSD) credits may be issued if monitoring data indicates criteria have been met.
2. Channel relocations (2,127 linear feet for Smith Creek, Site 28; and, 384 linear feet for UT to Smith Creek, Site 28A) will be constructed in a dry work area and stabilized before stream flows are diverted. Channel relocations should be completed and stabilized prior to diverting water into the new channel to the extent practicable. Whenever possible, channel relocations shall be allowed to stabilize for an entire growing season. NCDWR staff shall be contacted prior to diverting water into the new channels. Annual monitoring shall occur as described in the monitoring plan. [15A NCAC 02H .0506(b)(3)]
3. This approval is only valid for the purpose and design that you submitted in your request for modification dated October 21, 2019 and subsequent information received on January 29, 2020. This Certification shall expire upon the expiration of the 404 permit.

Violations of any condition herein set forth may result in revocation of this Certification and may result in criminal and/or civil penalties. This Certification shall become null and void unless the above conditions are made conditions of the Federal 404 and/or Coastal Area Management Act Permit.

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) 431-3000, Facsimile: (919) 431-3100

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

Mr. Bill F. Lane, General Counsel  
Department of Environmental Quality  
1601 Mail Service Center

This the 3<sup>rd</sup> day of February 2020

DIVISION OF WATER RESOURCES

DocuSigned by:

*Amy Chapman*

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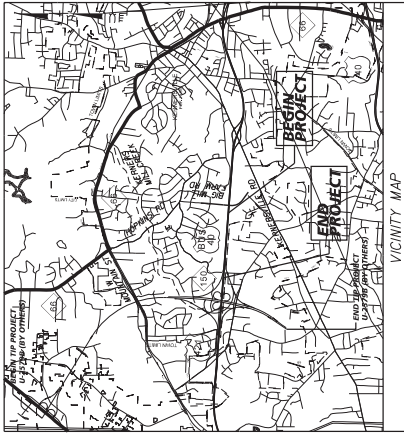
S. Daniel Smith, Director

WQC No. 3987

TIP PROJECT: U-2579BA

CONTRACT:

See Sheet 1B For Conventional Plan Sheet Symbols



STATE OF NORTH CAROLINA  
DIVISION OF HIGHWAYS  
**FORSYTH COUNTY**

LOCATION: US 42/IL-40 BUSNC 150 IN KERNERSVILLE FROM THE WINSTON-SALEM  
NORTHERN BELTWAY (FUTURE I-74) TO WEST OF S MAIN STREET

TYPE OF WORK: GRADING, DRAINAGE, PAVING, AND CULVERT

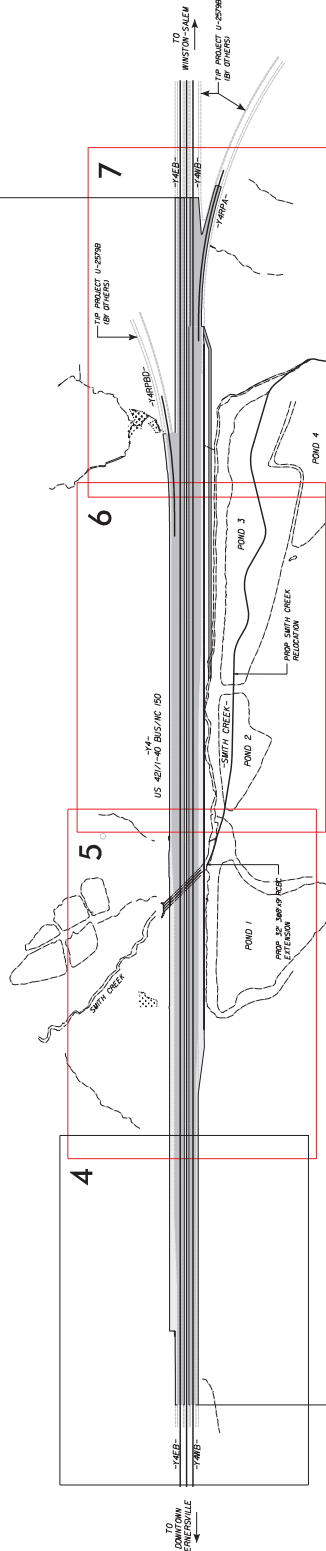
STATE	N.C.	FED. AID PROJECT NO.	U-2579BA	SHEET NO.	1	TOTAL SHEETS	
DATE	3/4/2020	PROJECT NO.	U-2579BA	DESIGNER	P.E.	CONST.	
	34839.1.10						
	34839.3.11						

JANUARY 14, 2020  
PERMIT DRAWING  
SHEET 1 OF 18

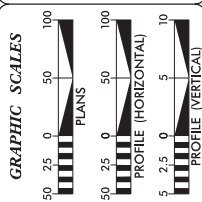
PERMIT DRAWING  
MODIFICATION FOR  
U-2579B

END TIP PROJECT U-2579BA  
TIE TO TIP PROJECT U-5760 (BY OTHERS)  
-1+46B- POT Sta. 56+50.00 (U-2579B) =  
-1+46B- POT Sta. 75+00.00 (U-2579B) =  
-1+46B- POT Sta. 75+00.00 (U-2579B) =  
-1+46B- POT Sta. 75+00.00 (U-2579B)

BEGIN TIP PROJECT U-2579BA  
TIE TO TIP PROJECT U-5760 (BY OTHERS)  
-1+46B- POT Sta. 56+50.00 (U-2579B) =  
-1+46B- POT Sta. 75+00.00 (U-2579B) =  
-1+46B- POT Sta. 75+00.00 (U-2579B)



CLEARING ON THIS PROJECT SHALL BE PERFORMED TO THE LIMITS ESTABLISHED BY METHOD III  
THIS PROJECT IS WITHIN THE MUNICIPAL BOUNDARIES OF THE TOWN OF KERNERSVILLE  
THIS IS A CONTROLLED-ACCESS PROJECT WITH ACCESS LIMITED TO POINTS AS SHOWN ON THE PLANS



DESIGN DATA	
AADT 2020 =	57,600
AADT 2040 =	77,900
K =	9%
D =	65%
T =	7%
V =	65 MPH
* (TTST 4% + DUAL 3%)	
FUNCTIONAL CLASSIFICATION:	
URBAN FREEWAY	
REGIONAL TIER	

PROJECT LENGTH	
LENGTH ROADWAY TIP PROJECT U-2579BA	= 0.975 MILES
TOTAL LENGTH TIP PROJECT U-2579BA	= 0.975 MILES

PLANS PREPARED FOR THE NC DOT BY:	
2018 STANDARD SPECIFICATIONS	N/A
RIGHT OF WAY DATE:	APRIL 21, 2020
LETTING DATE:	APRIL 21, 2020

Kimley-Horn	
DAN ROBINSON, P.E. PROJECT ENGINEER	JESSICA EARLEY, P.E. PROJECT EXECUTIVE
RHODES S. HUNT, P.E. PROJECT DESIGN ENGINEER	NC DOT PROJECT TEAM

HYDRAULICS ENGINEER	
SIGNATURE	P.E.
ROADWAY DESIGN ENGINEER	
SIGNATURE	P.E.



DOCUMENT NOT CONSIDERED FINAL  
UNLESS ALL SIGNATURES COMPLETED

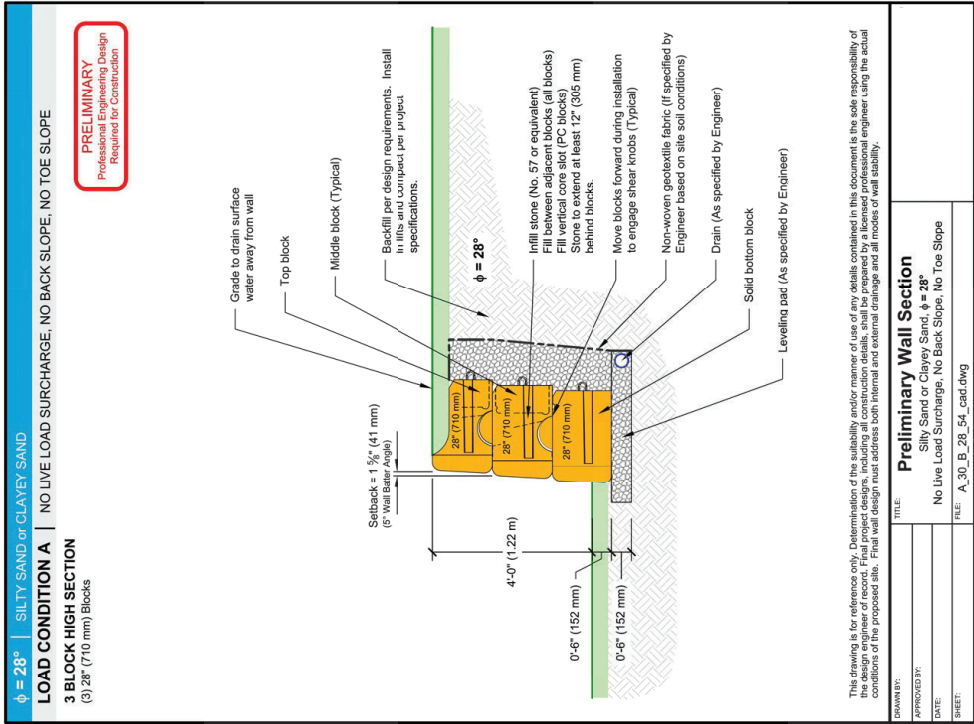
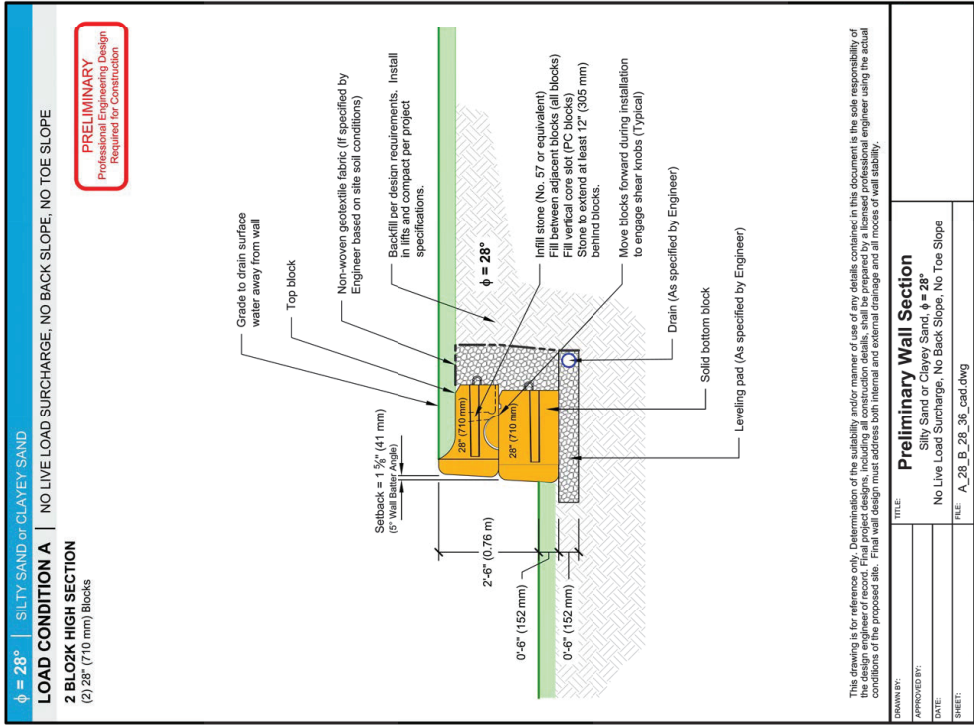


PROJECT REFERENCE NO.  
U-25798A

JANUARY 14, 2020  
PERMIT DRAWING  
SHEET 3 OF 18

NOTE: THE DETAILS BELOW REPRESENT A PRECAST CONCRETE GRAVITY WALL WITH DIMENSIONS AND MATERIALS BASED ON THE PRELIMINARY DESIGN. THE PRELIMINARY DESIGN IS FOR INFORMATIONAL PURPOSES ONLY. THE FINAL DESIGN SHALL BE THE RESPONSIBILITY OF THE DESIGN ENGINEER. THE PRELIMINARY DESIGN SHALL BE APPROVED BY THE ENGINEER WILL BE REQUIRED.

1/14/2020  
U-25798A-36-36.dwg

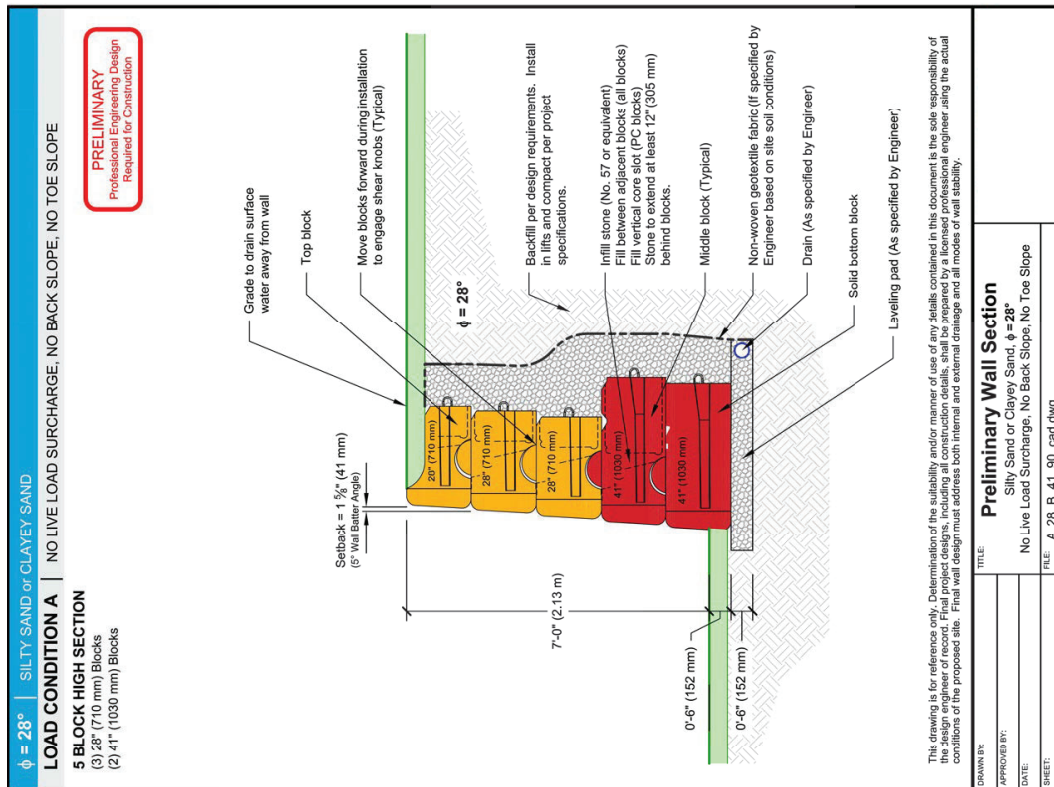


DRAWN BY:	
APPROVED BY:	
DATE:	
SHEET:	

TITLE	
Preliminary Wall Section	
Silty Sand or Clayey Sand, $\phi = 28^\circ$	
No Live Load Surcharge, No Back Slope, No Toe Slope	
FILE:	A_28_B_28_36_cad.dwg

DRAWN BY:	
APPROVED BY:	
DATE:	
SHEET:	

TITLE	
Preliminary Wall Section	
Silty Sand or Clayey Sand, $\phi = 28^\circ$	
No Live Load Surcharge, No Back Slope, No Toe Slope	
FILE:	A_30_B_28_54_cad.dwg



421 PATTERVILLE STREET, SUITE 400  
BALDWIN, NC 27401  
(704) 817-9999

PROJECT REFERENCE NO.  
U-257984

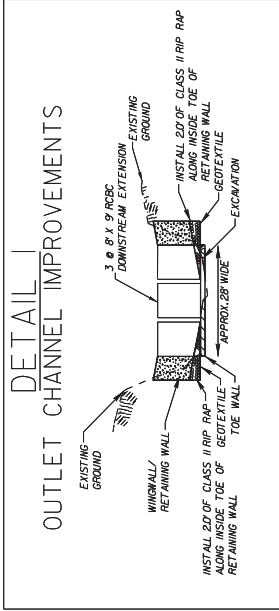
SHEET NO.  
20-1

HYDRAULICS  
ENGINEER

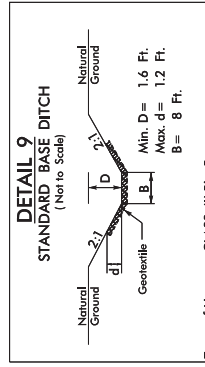
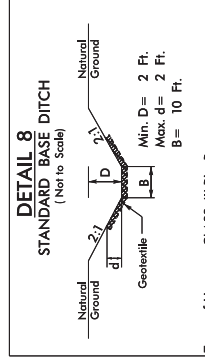
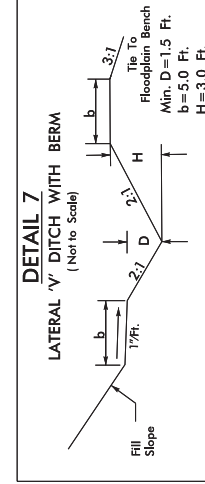
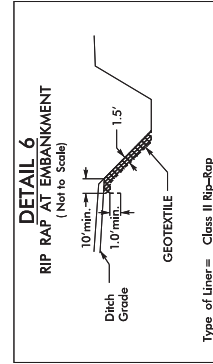
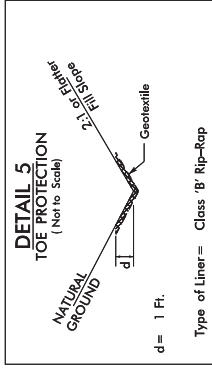
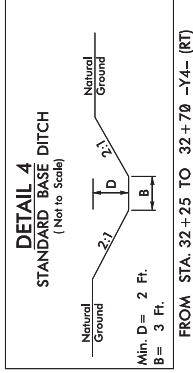
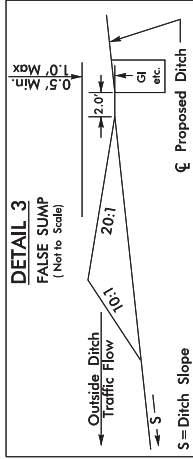
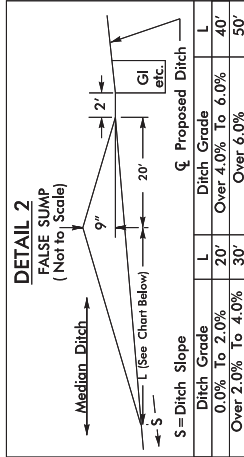
DATE: JAN 14, 2020

PERMIT DRAWING  
SHEET 5 OF 18

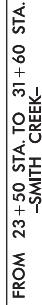
DOCUMENT NOT CONSIDERED FINAL  
UNLESS ALL SIGNATURES COMPLETED



STA. 46 + 50 -Y4- (RT)







REACH	
Wbkf (ft)	28.8
Drax (ft)	2.3



- NOTES:
1. DEEPEST PART OF POOL TO BE IN LINE WITH WHERE VANE ARM TIES INTO THE BANK.
  2. POOL DEPTH SHOULD BE ACCORDING PROFILE AND TYPICAL SECTIONS.

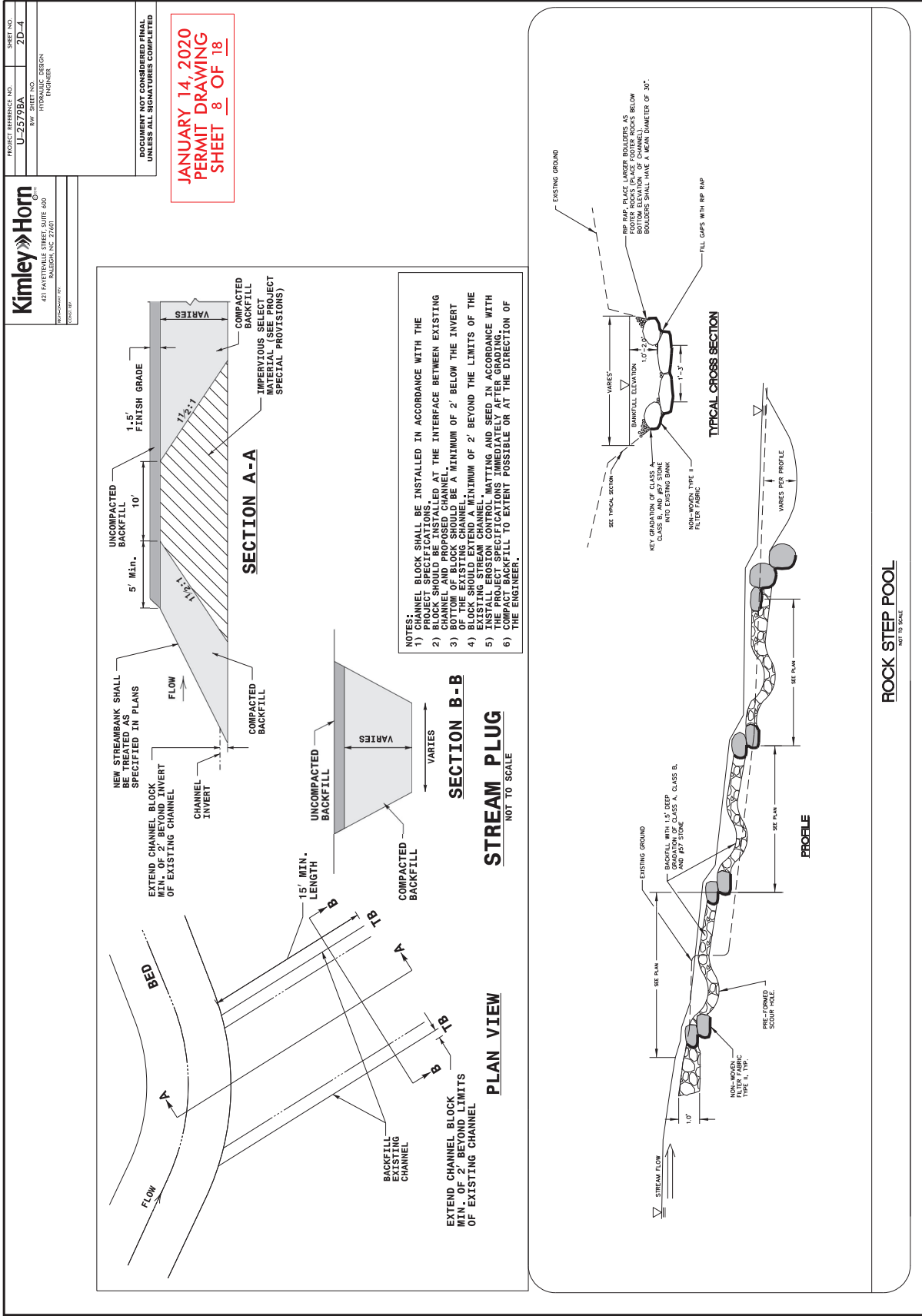


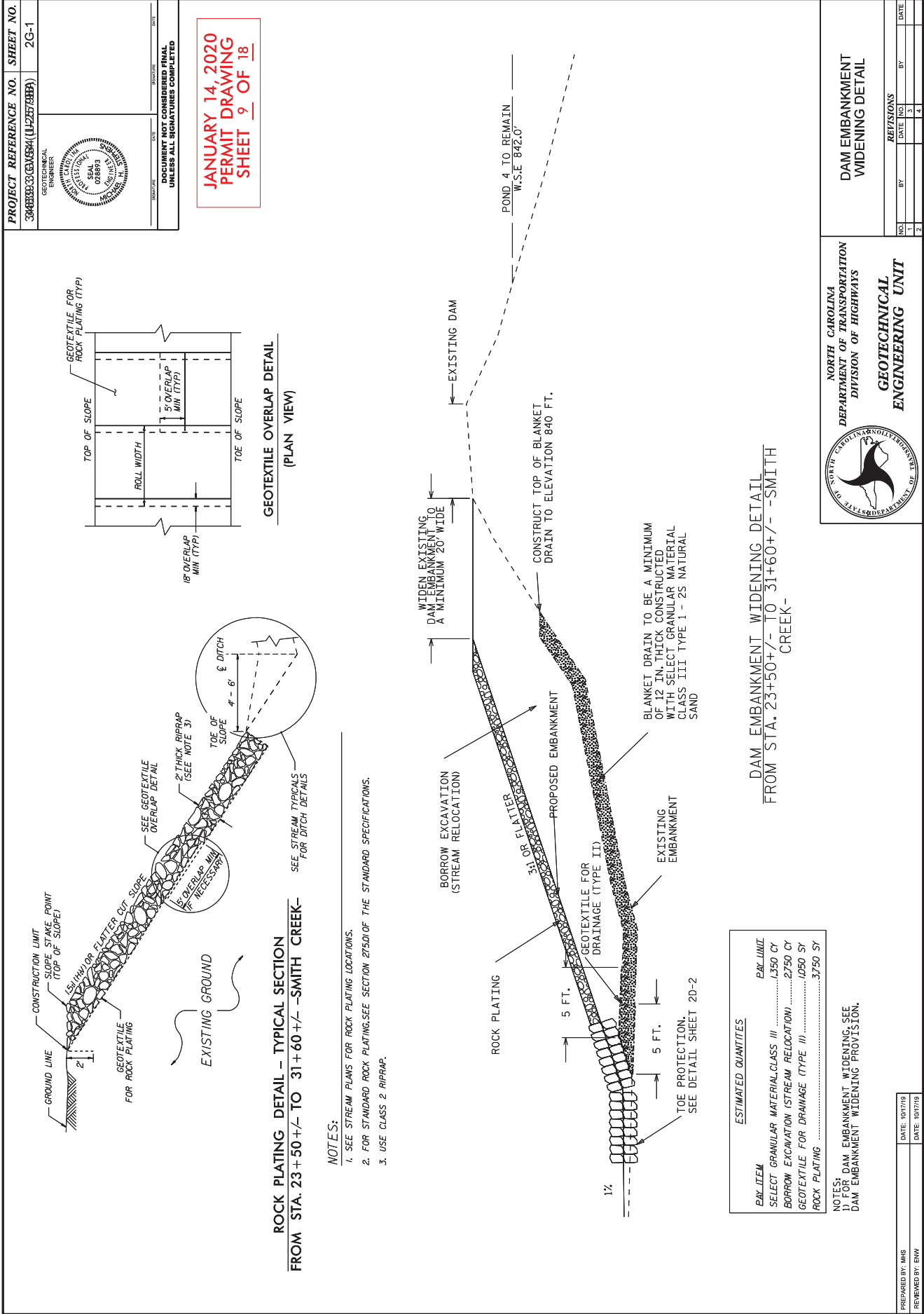
## J-HOOK VANE DETAIL

**NOT TO SCALE**







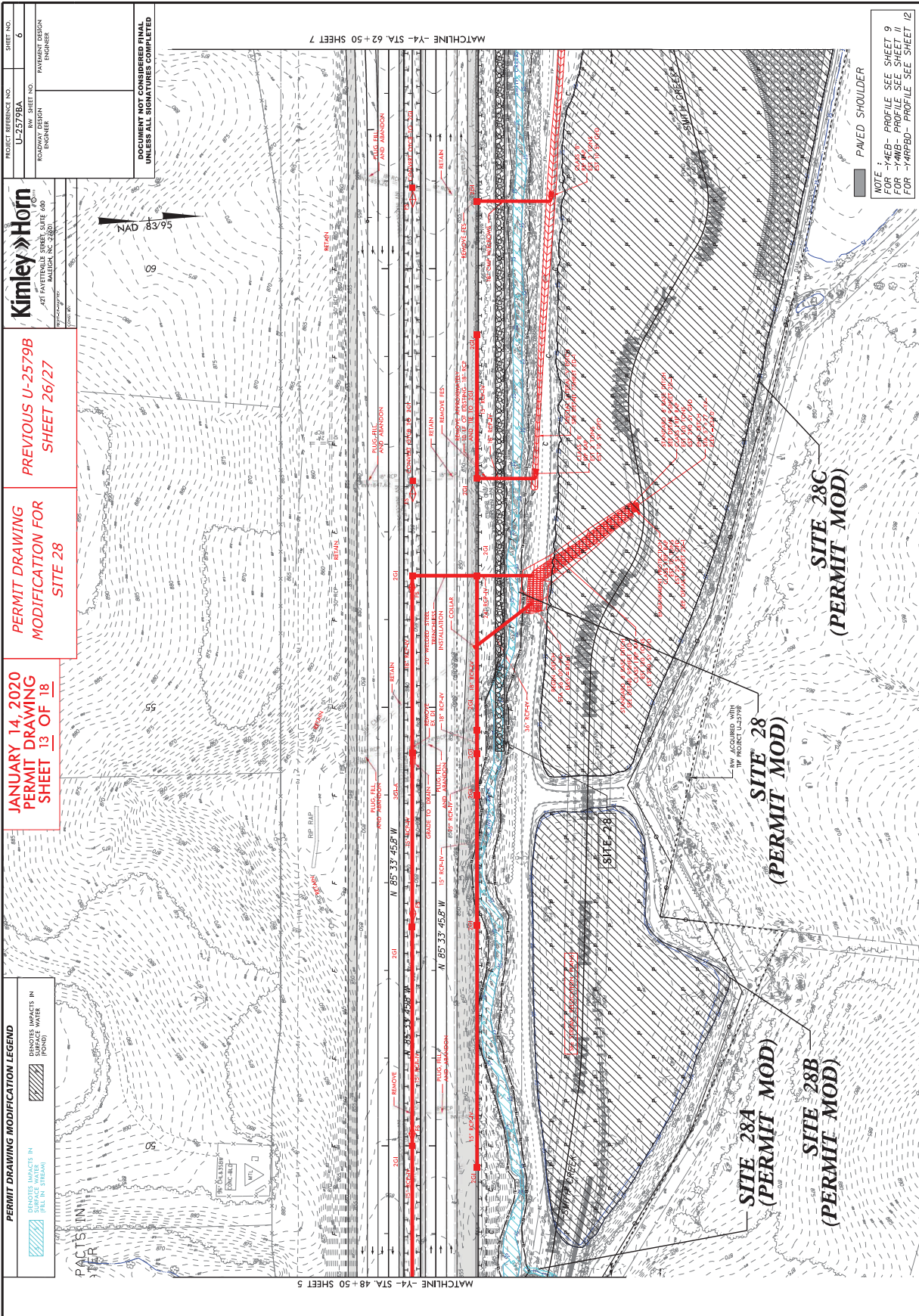




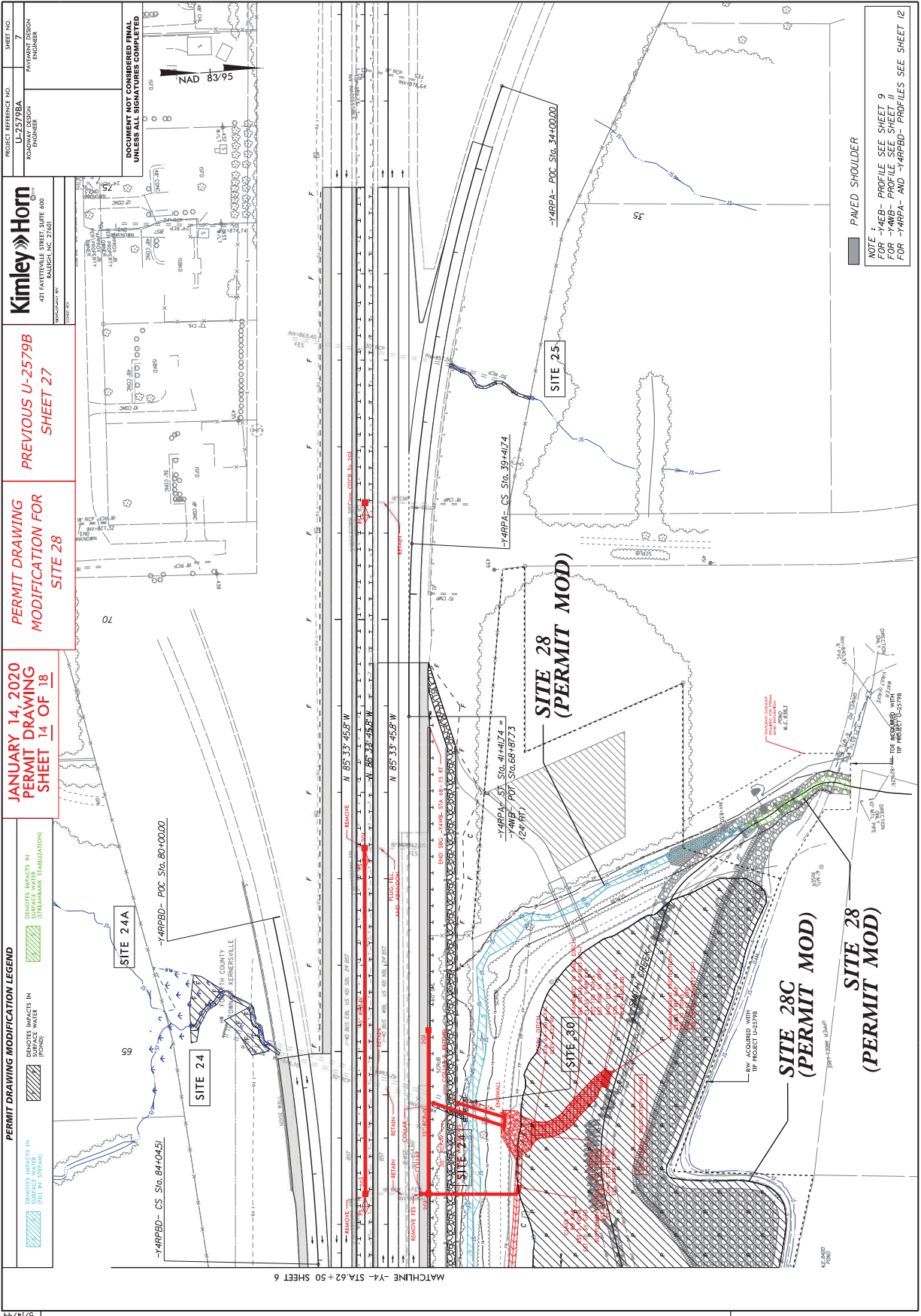
















WETLAND PERMIT IMPACT SUMMARY

Site No.	Station (From/To)	Structure Size / Type	WETLAND IMPACTS					SURFACE WATER IMPACTS				
			Permanent Fill In Wetlands (ac)	Temp Fill In Wetlands (ac)	Excavation in Wetlands (ac)	Mechanized Clearing in Wetlands (ac)	Hand Clearing in wetlands (ac)	Permanent SW impacts (ac)	Temporary SW impacts (ac)	Existing Channel Impacts Permanent (ft)	Existing Channel Impacts Temp. (ft)	Natural Stream Design (ft)
1	28+00 -Y-	ROAD FILL	0.03		<0.01	0.02		0.02		142		
2	16+00 -Y1 RPD-	ROAD FILL - INTERMITTENT						0.01		109		
		ROAD FILL - PERENNIAL						0.02		208		
		STREAMBANK STABILIZATION										
3	21+56-25+22 -Y1-	2 @ 7' x 6' RCBC						<0.01	<0.01	10	37	
3A	17+36-21+53 -Y1-	DETOUR - ROAD FILL						0.06	<0.01	438	33	
3B	20+55-21+32 -Y1-	DETOUR - ROAD FILL							0.08		545	
4	501+51-503+21 -L-	ROAD FILL						0.03	<0.01	493	18	
		STREAMBANK STABILIZATION						<0.01	<0.01	9	31	
5	503+85-507+80 -L-	ROAD FILL						0.05	<0.01	740	22	
5A	507+39-509+64 -L-	ROAD FILL						0.01		306		
6	523+00 -L-	ROAD FILL	0.03			<0.01		0.02	<0.01	312	42	
7	527+00 -L-	ROAD FILL	0.52			0.01						
		ROAD FILL - POND										
8	559-75 -L-	2 @ 10' x 6' RCBC							0.59			
		STREAMBANK STABILIZATION						0.06	<0.01	442	53	
								<0.01	<0.01	58	44	
9	560+75 -L-	ROAD FILL	0.03									
10	560+50-568+74 -L-	ROAD FILL	0.01					0.07	<0.01	783	22	
10A	566+84-572+75 -L-	ROAD FILL				0.01		0.05		684		
11	615+00 -L-	3 @ 10' x 9' RCBC						0.43	0.02	808	57	
11A	19+76-21+44 -Y4RPBD-	CHANNEL CHANGE						0.08	0.01	223	41	
12	15+84-18+86 -Y4RPBD-	CHANNEL CHANGE						0.01	0.02	88	205	
TOTALS:			0.62	0.00	< 0.01	0.05		1.53	0.19	5,853	1,344	

NC DEPARTMENT OF TRANSPORTATION  
DIVISION OF HIGHWAYS

U-2579 B Forsyth County  
Winston Salem Northern Beltway  
(Eastern Section) (Future I-74)

SHEET 62 of 64

JANUARY 14, 2020  
PERMIT DRAWING  
SHEET 16 OF 18

WETLAND PERMIT IMPACT SUMMARY

Site No.	Station (From/To)	Structure Size / Type	WETLAND IMPACTS					SURFACE WATER IMPACTS				
			Permanent Fill In Wetlands (ac)	Temp Fill In Wetlands (ac)	Excavation in Wetlands (ac)	Mechanized Clearing in Wetlands (ac)	Hand Clearing in wetlands (ac)	Permanent SW impacts (ac)	Temporary SW impacts (ac)	Existing Channel Impacts Permanent (ft)	Existing Channel Impacts Temp. (ft)	Natural Stream Design (ft)
13	20+00-21+40 -Y4RPBD-	ROAD FILL	0.33									
14	629+95-635+90 -L-	ROAD FILL	0.04					0.05		688		
15	636+32-641+55 -L-	ROAD FILL	0.18					0.04		332		
		ROAD FILL-POND						2.38				
15A	644+00-645+00 -L-	ROAD FILL						<0.01		108		
16	643+56-644+61 -L-	ROAD FILL						<0.01		104		
		ROAD FILL-POND						0.16				
17	663+65-667+00 -L-	ROAD FILL	0.09			<0.01		0.06		928		
18	667+15 -L-	3 @ 12' x 10' RCBC STREAMBANK STABILIZATION						0.06	0.02	377	67	
								0.02	0.01	80	59	
19	668+50 -L-	ROAD FILL	0.47			0.01						
20	687+80-691+59 -L-	ROAD FILL						0.03		163		
		ROAD FILL-POND						0.85				450
21	22+50 -Y1-	ROAD FILL	0.02									
22	40+50 -Y4-	OUTLET PAD	0.01									
23	45+65 -Y4-	<del>CULVERT EXTENSION</del>						0.06	0.01	400	32	
		<del>STREAMBANK STABILIZATION</del>						0.02	0.06	54	89	
23A	44+95-45+18 -Y4-	ROAD FILL						<0.01		57		
23B	45+07-46+34 -Y4-	ROAD FILL						0.01		135		
24	80+73-81+57 -Y4RPBD-	ROAD FILL						0.02		202		
24A	80+50-81+51 -Y4RPBD-	ROAD FILL	0.06									
25	37+31 -Y4RPA-	30" RCP						<0.01		73		
		STREAMBANK STABILIZATION						<0.01	<0.01	21	16	
TOTALS:			1.20			0.02		3.67	0.03	3,268	142	450

11/19/2018 Revisions shown in red text.

NC DEPARTMENT OF TRANSPORTATION  
DIVISION OF HIGHWAYS

U-2579 B Forsyth County  
Winston Salem Northern Beltway  
(Eastern Section) (Future I-74)

SHEET 63 of 64

JANUARY 14, 2020  
PERMIT DRAWING  
SHEET 17 OF 18

WETLAND AND SURFACE WATER IMPACTS SUMMARY

			WETLAND IMPACTS				SURFACE WATER IMPACTS					
Site No.	Station (From/To)	Structure Size / Type	Permanent Fill In Wetlands (ac)	Temp. Fill In Wetlands (ac)	Excavation in Wetlands (ac)	Mechanized Clearing in Wetlands (ac)	Hand Clearing in Wetlands (ac)	Permanent SW Impacts (ac)	Temp. SW Impacts (ac)	Existing Channel Impacts Permanent (ft)	Existing Channel Impacts Temp. (ft)	Natural Stream Design (ft)
26	29+16-31+12 -4RPC-	ROAD FILL-POND						0.38				
27A	104+63 - 107+53-Y4-	ROAD FILL						0.02		205		
27B	107+60 -Y4-	42" WELDED STEEL	0.05					0.01	< 0.01	130	14	
27C	107+58 - 108+44 -Y4-	30" RCP						< 0.01		116		
28	50+60 -56+00 -Y4- Rt	STREAMBANK STABILIZATION						0.02	0.15	365	188	
29	145+62 -Y4-	ROAD FILL				< 0.01						
30	64+34 -Y4-	STREAMBANK STABILIZATION						< 0.01		28		
31	557+28 -L-	STREAMBANK STABILIZATION						< 0.01		21		
2018 Permit Modifications												
23	44+10 to 47+96 -Y4-	3 @ 8' x 9' RCBC EXTENSION						0.06		151		
		STREAMBANK STABILIZATION						0.02	0.01	55	30	
28	47+96 to 56+84 -Y4-	2 @ 10' x 10' RCBC and 1 @ 10' x 8' RCBC						0.50		2233		2085
		SMITH CREEK RELOCATION IN TDE (SEE PERMIT SHEET 7)						0.01		76		42
		STREAMBANK STABILIZATION IN TDE (SEE PERMIT SHEET 7)						0.03		132		
28A	48+16 to 48+65 -Y4-	UT TO SMITH CREEK RELOCATION						0.01		80		384
28B	48+84 to 53+86 -Y4-	DRAIN POND						1.62				
28C	54+20 to 67+00 -Y4-	DRAIN POND						6.20				
09/18/2019 Permit Modifications												
8A		STREAM RELOCATION								144	40	
SUBTOTALS, THIS PAGE:												
SUBTOTALS, PAGE 1			0.05		< 0.01	0.05		8.87	0.01	3371	84	2511
SUBTOTALS, PAGE 2			1.20		< 0.01	0.02		1.53	0.19	5853	1344	450
TOTALS:			1.87		< 0.01	0.08		14.07	0.23	12492	1570	2961

11/19/2018 Revisions shown in red text.

10/1/2019 Revisions shown in green text.

12/13/2019 Revisions shown in orange text.

09/18/2019 Revisions shown in blue text.

NC DEPARTMENT OF TRANSPORTATION  
DIVISION OF HIGHWAYS

U-2579 B Forsyth County  
Winston Salem Northern Beltway  
(Eastern Section) (Future I-74)

SHEET 64 OF 64


JANUARY 14, 2020  
PERMIT DRAWING  
SHEET 18 OF 18

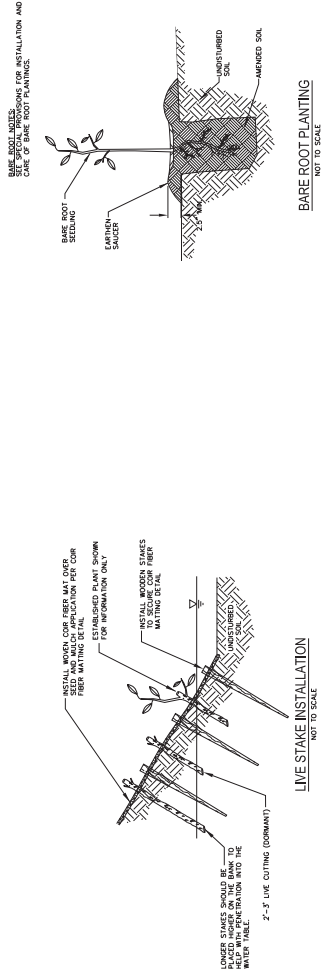
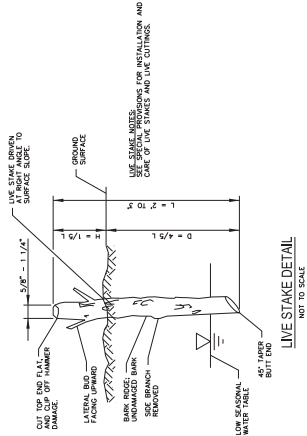
PROJECT REFERENCE NO. U-25798		SHEET NO. RF-1
ROADWAY DESIGN ENGINEER		HYDRAULICS ENGINEER

TABLE 1: TREES AND SHRUBS PLANTING TABLE 4					
SCIENTIFIC NAME	COMMON NAME	TYPE 1	MIN/MAX COMPOSITION OF EACH ZONE	PLANT SPACING FEET ON CENTER <sup>2</sup>	
ZONE 1					
<i>Salix nigra</i>	Black Willow	LS	20/50	1080	
<i>Sambucus racemosa</i>	Elderberry	LS	20/50		
<i>Cornus amomum</i>	Shiny Dogwood	LS	20/50	2-3	
<i>Betula nigra</i>	River Birch	B	10/50		
<i>Cornus amomum</i>	Shiny Dogwood	B	10/50	6-10	
<i>Platanus occidentalis</i>	Sycamore	B	10/50		
<i>Liriodendron tulipifera</i>	Yellow poplar	B	10/50	680	
<i>Quercus prinus</i>	Overcup Oak	B	10/50		
<i>Quercus phellos</i>	Willow Oak	B	10/50	6	
<i>Quercus macrocarpa</i>	Southern Chestnut Oak	B	10/50		
GENERAL NOTES					
1. LS = LIVE STAKE, B = BARE ROOT SEEDLING					
2. AVERAGE FEET ON CENTER SPACING, PLANTING ZONE					
3. PLANT SPECIES TO BE PLANTED BASED ON AVAILABILITY					
TEMPORARY PLANTING AND PERMANENT SEEDING SHALL OCCUR IMMEDIATELY AFTER CONSTRUCTION TO STABILIZE AREAS OF BARE SOIL. PERMANENT PLANTINGS SHALL BE PLANTED IMMEDIATELY AFTER CONSTRUCTION TO STABILIZE AREAS OF BARE SOIL. PERMANENT PLANTINGS SHALL BE PLANTED IMMEDIATELY AFTER CONSTRUCTION TO STABILIZE AREAS OF BARE SOIL.					
*SEE NDOT SPECIAL PROVISION FOR STABILIZATION REQUIREMENTS FOR TEMPORARY SEED MAT, FERTILIZER APPLICATION RATES, AND OTHER PLANTING DETAILS					

TABLE 2: PERMANENT SEED MIXTURE 1				
COMMON NAME	LBS/ACRE			
AUGUST 1 - JUNE 1				
Cresting Red Fescue	18			
Big Bluestem	8			
Indiangrass	6			
Switchgrass	4			
Rye Grass	35			
*Fertilizer	500			
Limestone	4000			
MAY 1 - SEPTEMBER 1				
Cresting Red Fescue	18			
Big Bluestem	8			
Indiangrass	6			
Switchgrass	4			
German or Brownton Millet	25			
*Fertilizer	500			
Limestone	4000			

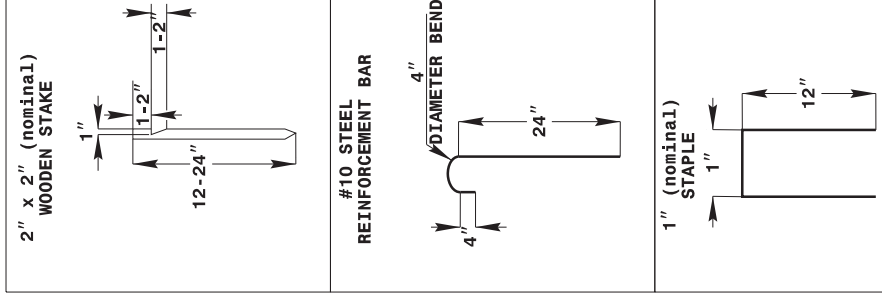
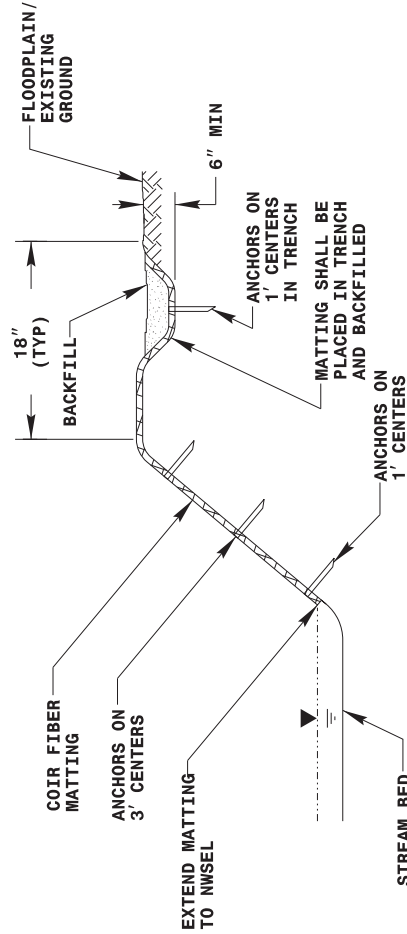
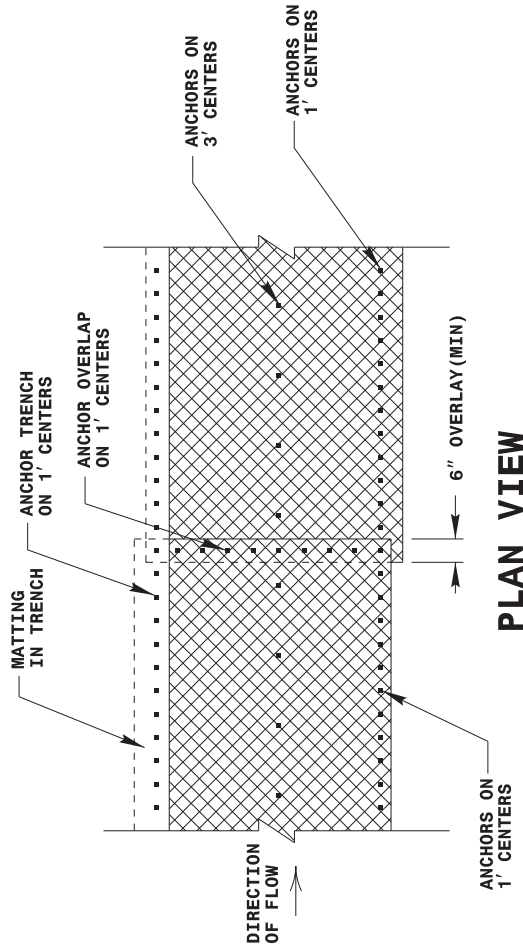
TABLE 3: PERMANENT SEED MIXTURE 1				
COMMON NAME	LBS/ACRE			
AUGUST 1 - JUNE 1				
Cresting Red Fescue	18			
Big Bluestem	8			
Indiangrass	6			
Switchgrass	4			
Rye Grass	35			
*Fertilizer	500			
Limestone	4000			
MAY 1 - SEPTEMBER 1				
Cresting Red Fescue	18			
Big Bluestem	8			
Indiangrass	6			
Switchgrass	4			
German or Brownton Millet	25			
*Fertilizer	500			
Limestone	4000			

PLANTING ZONE DESCRIPTIONS AND NOTES				
ZONE 1 - LIVE STAKE PLANTINGS				
LOCATION DESCRIPTION: LOWER GRADED BANKS LOCATED BETWEEN NORMAL WATER ELEVATION AND BANKFULL ELEVATION.				
APPLICATION: 1. AMEND SOIL AS DESCRIBED IN SPECIAL CONDITIONS. SOIL AMENDMENT SHALL BE SUITABLE FOR PLANTING LIVE STAKE PLANTINGS. 2. APPLY TEMPORARY SEED AND PERMANENT SEED MIXTURES PER TABLE 2, THIS SHEET AND THE SPECIAL PROVISIONS. 3. APPLY MULCH PER GENERAL NOTES THIS SHEET AND THE SPECIAL PROVISIONS. 4. INSTALL CORP FIBER MATING PER THE CORP FIBER MATING DETAIL ON ALL NEWLY GRADED STREAM BEDS. 5. INSTALL LIVE STAKE PLANTINGS IN ACCORDANCE WITH TABLE 1, LIVE STAKE DETAIL THIS SHEET, AND THE SPECIAL PROVISIONS.				
				
ZONE 2 - RIPARIAN PLANTINGS				
LOCATION DESCRIPTION: AREAS ABOVE BANKFULL.				
APPLICATION: 1. AMEND SOIL AS DESCRIBED IN SPECIAL CONDITIONS. SOIL AMENDMENT SHALL BE SUITABLE FOR PLANTING RIPARIAN PLANTINGS. 2. APPLY TEMPORARY SEED AND PERMANENT SEED MIXTURES PER TABLE 2, THIS SHEET AND THE SPECIAL PROVISIONS. 3. APPLY MULCH PER GENERAL NOTES THIS SHEET AND THE SPECIAL PROVISIONS. 4. INSTALL CORP FIBER MATING ON ALL NEWLY GRADED SLOPES STEEPER THAN 1:1. 5. INSTALL RIPARIAN PLANTINGS IN ACCORDANCE WITH TABLE 1, LIVE STAKE DETAIL THIS SHEET, AND THE SPECIAL PROVISIONS.				



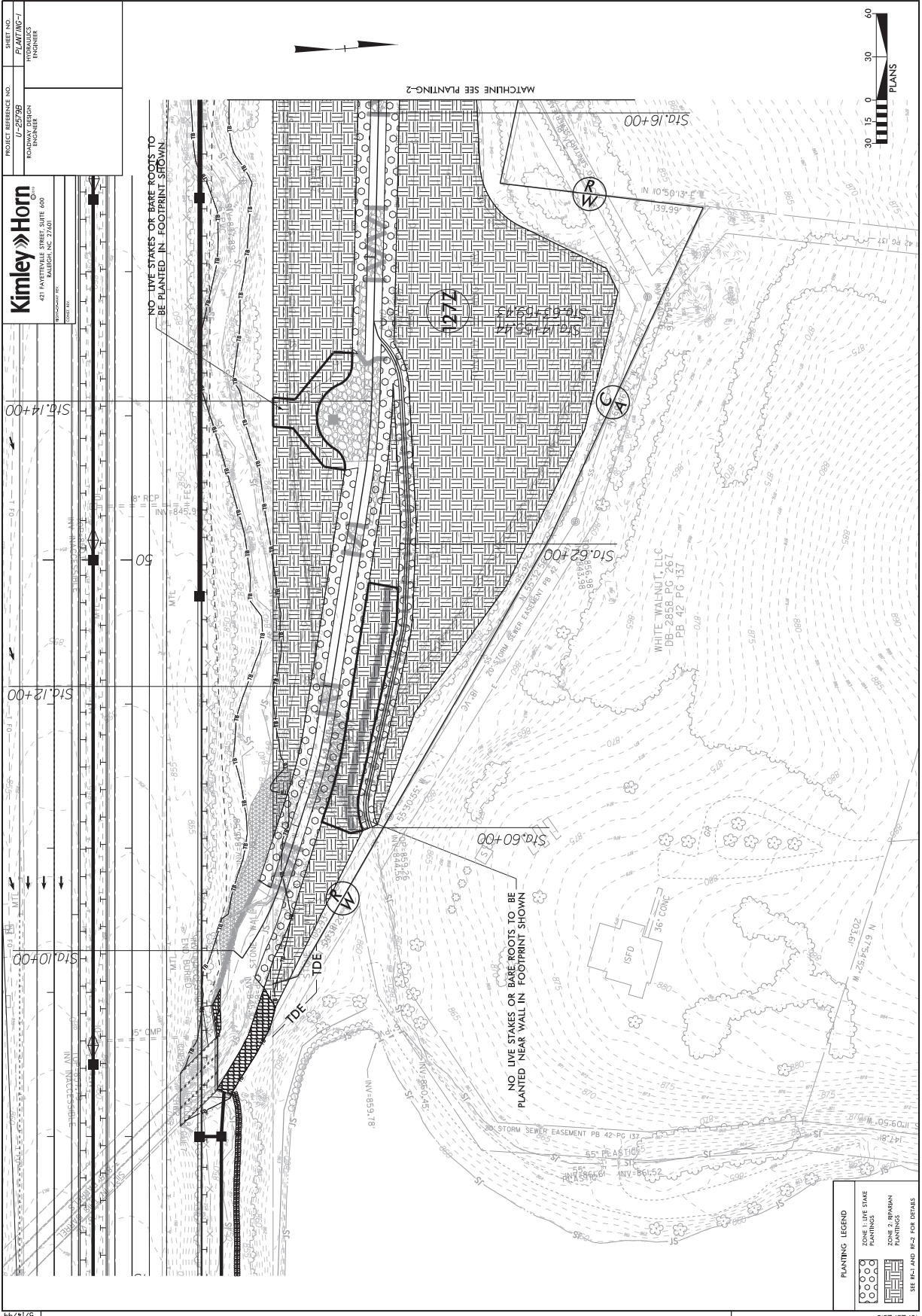
STREAMBANK REFORESTATION  
DETAIL SHEET 1 OF 2

PROJECT REFERENCE NO. U-25/98	SHEET NO. PF-2
ROADWAY DESIGN ENGINEER	HYDRAULICS ENGINEER



STREAMBANK REFORESTATION  
DETAIL SHEET 2 OF 2  
NCBAOT - ROADSIDE ENVIRONMENTAL UNIT

COIR FIBER MATTING DETAIL  
NOT TO SCALE



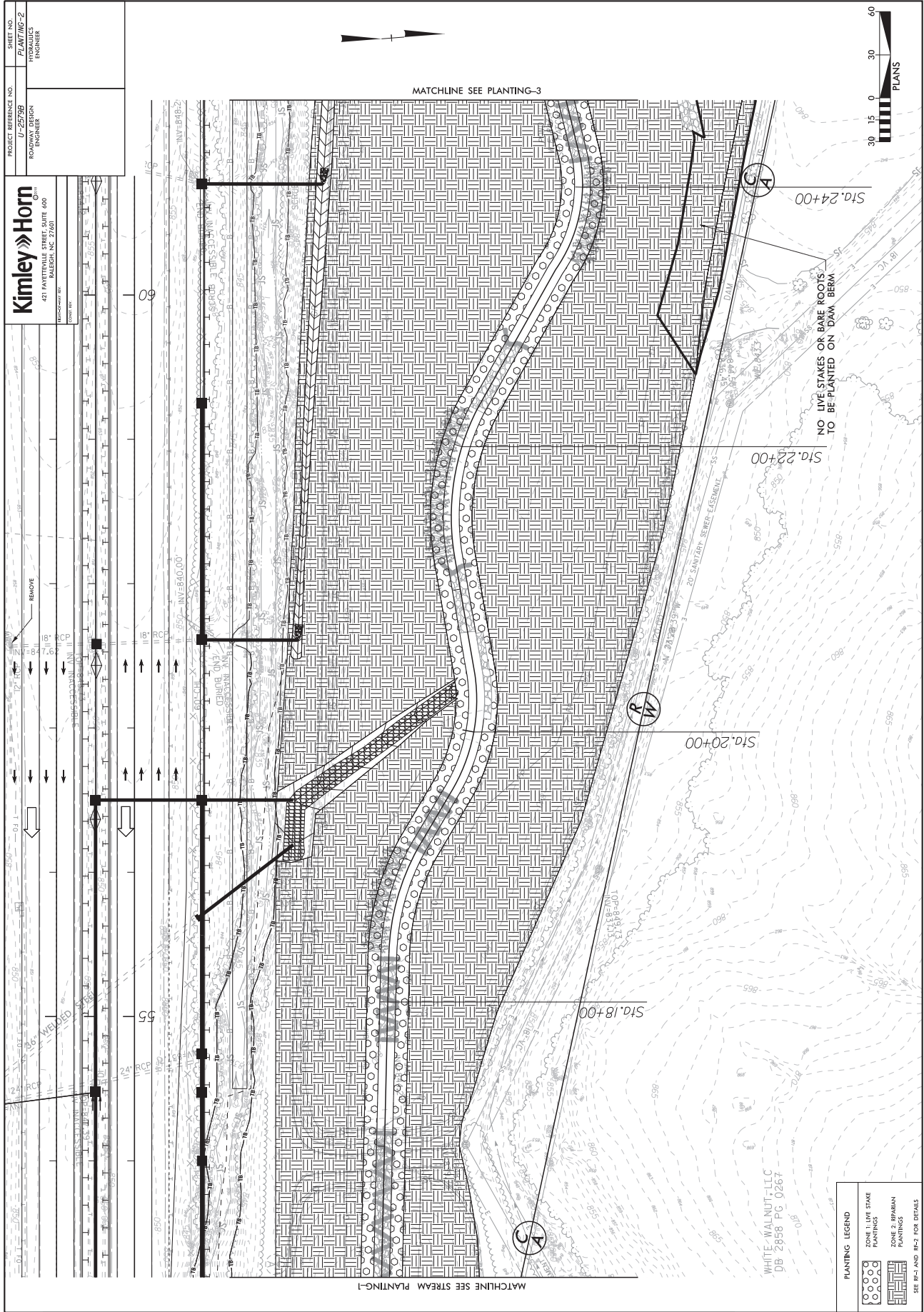
**Kimley»Horn**

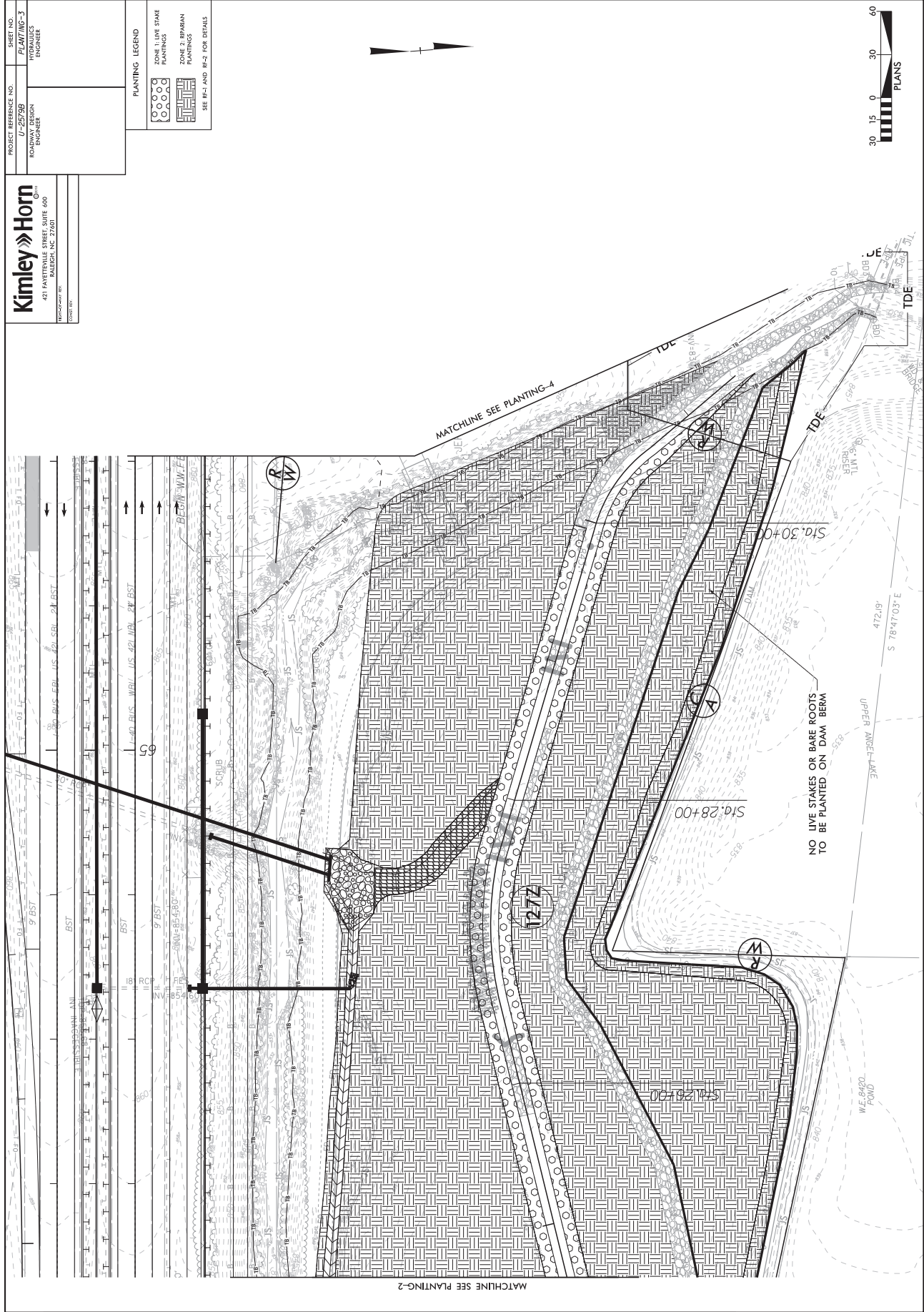
421 PAVEMENT, DATE 600  
KIMLEY-HORN, INC., 2000

PROJECT REFERENCE NO. U-25799  
ROAD DESIGN ENGINEER

SHEET NO. PLANTING-1  
PLANTINGS ENGINEER

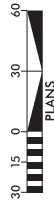








منه



County : Forsyth

Line #	Item Number	Sec #	Description	Quantity	Unit Cost	Amount
<b>ROADWAY ITEMS</b>						
0001	0000100000-N	800	MOBILIZATION	Lump Sum	L.S.	
0002	0000400000-N	801	CONSTRUCTION SURVEYING	Lump Sum	L.S.	
0003	0001000000-E	200	CLEARING & GRUBBING .. ACRE(S)	Lump Sum	L.S.	
0004	0008000000-E	200	SUPPLEMENTARY CLEARING & GRUB-BING	1 ACR		
0005	0022000000-E	225	UNCLASSIFIED EXCAVATION	20,000 CY		
0006	0106000000-E	230	BORROW EXCAVATION	15,900 CY		
0007	0134000000-E	240	DRAINAGE DITCH EXCAVATION	1,000 CY		
0008	0156000000-E	250	REMOVAL OF EXISTING ASPHALT PAVEMENT	4,400 SY		
0009	0194000000-E	265	SELECT GRANULAR MATERIAL, CLASS III	1,350 CY		
0010	0196000000-E	270	GEOTEXTILE FOR SOIL STABILIZA-TION	400 SY		
0011	0223000000-E	275	ROCK PLATING	3,750 SY		
0012	0318000000-E	300	FOUNDATION CONDITIONING MATE-RIAL, MINOR STRUCTURES	470 TON		
0013	0320000000-E	300	FOUNDATION CONDITIONING GEO-TEXTILE	1,460 SY		
0014	0448000000-E	310	***** RC PIPE CULVERTS, CLASS IV (48")	596 LF		
0015	0448200000-E	310	15" RC PIPE CULVERTS, CLASS IV	2,444 LF		
0016	0448300000-E	310	18" RC PIPE CULVERTS, CLASS IV	504 LF		
0017	0448400000-E	310	24" RC PIPE CULVERTS, CLASS IV	92 LF		
0018	0448500000-E	310	30" RC PIPE CULVERTS, CLASS IV	104 LF		
0019	0448600000-E	310	36" RC PIPE CULVERTS, CLASS IV	124 LF		

County : Forsyth

Line #	Item Number	Sec #	Description	Quantity	Unit Cost	Amount
0020	0448700000-E	310	42" RC PIPE CULVERTS, CLASS IV	216 LF		
0021	0582000000-E	310	15" CS PIPE CULVERTS, 0.064" THICK	32 LF		
0022	0588000000-E	310	18" CS PIPE CULVERTS, 0.064" THICK	188 LF		
0023	0636000000-E	310	*** CS PIPE ELBOWS, ***** THICK (15", 0.064")	4 EA		
0024	0636000000-E	310	*** CS PIPE ELBOWS, ***** THICK (18", 0.064")	6 EA		
0025	0973100000-E	330	*** WELDED STEEL PIPE, ***** THICK, GRADE B IN SOIL (20", 0.500")	24 LF		
0026	0973300000-E	330	*** WELDED STEEL PIPE, ***** THICK, GRADE B NOT IN SOIL (20", 0.500")	52 LF		
0027	1011000000-N	500	FINE GRADING	Lump Sum	L.S.	
0028	1077000000-E	SP	#57 STONE	390 TON		
0029	1121000000-E	520	AGGREGATE BASE COURSE	590 TON		
0030	1220000000-E	545	INCIDENTAL STONE BASE	200 TON		
0031	1297000000-E	607	MILLING ASPHALT PAVEMENT, ***** DEPTH (1-1/2")	3,900 SY		
0032	1308000000-E	607	MILLING ASPHALT PAVEMENT, ***** TO ***** (0" TO 1-1/2")	4,100 SY		
0033	1308000000-E	607	MILLING ASPHALT PAVEMENT, ***** TO ***** (0" TO 3")	1,400 SY		
0034	1330000000-E	607	INCIDENTAL MILLING	500 SY		
0035	1491000000-E	610	ASPHALT CONC BASE COURSE, TYPE B25.0C	9,650 TON		

County : Forsyth

Line #	Item Number	Sec #	Description	Quantity	Unit Cost	Amount
0036	1503000000-E	610	ASPHALT CONC INTERMEDIATE COURSE, TYPE I19.0C	6,360 TON		
0037	1523000000-E	610	ASPHALT CONC SURFACE COURSE, TYPE S9.5C	8,050 TON		
0038	1575000000-E	620	ASPHALT BINDER FOR PLANT MIX	1,225 TON		
0039	1840000000-E	665	MILLED RUMBLE STRIPS (ASPHALT CONCRETE)	18,490 LF		
0040	2209000000-E	838	ENDWALLS	14.5 CY		
0041	2253000000-E	840	PIPE COLLARS	3.32 CY		
0042	2275000000-E	SP	FLOWABLE FILL	31 CY		
0043	2286000000-N	840	MASONRY DRAINAGE STRUCTURES	30 EA		
0044	2308000000-E	840	MASONRY DRAINAGE STRUCTURES	45.9 LF		
0045	2354000000-N	840	FRAME WITH GRATE, STD 840.22	1 EA		
0046	2364200000-N	840	FRAME WITH TWO GRATES, STD 840.20	13 EA		
0047	2365000000-N	840	FRAME WITH TWO GRATES, STD 840.22	18 EA		
0048	2396000000-N	840	FRAME WITH COVER, STD 840.54	6 EA		
0049	2556000000-E	846	SHOULDER BERM GUTTER	2,930 LF		
0050	2995000000-N	SP	GENERIC DRAINAGE ITEM CONVERT EXISTING OTCB TO MEDIAN 2GI	7 EA		
0051	3030000000-E	862	STEEL BEAM GUARDRAIL	2,975 LF		
0052	3150000000-N	862	ADDITIONAL GUARDRAIL POSTS	5 EA		
0053	3210000000-N	862	GUARDRAIL END UNITS, TYPE CAT-1	1 EA		
0054	3287000000-N	SP	GUARDRAIL END UNITS, TYPE TL-3	1 EA		

County : Forsyth

Line #	Item Number	Sec #	Description	Quantity	Unit Cost	Amount
0055	3317000000-N	SP	GUARDRAIL ANCHOR UNITS, TYPE B-77	1 EA		
0056	3345000000-E	864	REMOVE & RESET EXISTING GUARD-RAIL	10,600 LF		
0057	3360000000-E	863	REMOVE EXISTING GUARDRAIL	2,900 LF		
0058	3387000000-N	SP	TEMPORARY GUARDRAIL ANCHOR UNITS, TYPE ***** (B-77)	3 EA		
0059	3503000000-E	866	WOVEN WIRE FENCE, 47" FABRIC	2,130 LF		
0060	3509000000-E	866	4" TIMBER FENCE POSTS, 7'-6" LONG	130 EA		
0061	3515000000-E	866	5" TIMBER FENCE POSTS, 8'-0" LONG	50 EA		
0062	3628000000-E	876	RIP RAP, CLASS I	1,170 TON		
0063	3635000000-E	876	RIP RAP, CLASS II	500 TON		
0064	3642000000-E	876	RIP RAP, CLASS A	1,800 TON		
0065	3649000000-E	876	RIP RAP, CLASS B	360 TON		
0066	3651000000-E	SP	BOULDERS	1,000 TON		
0067	3656000000-E	876	GEOTEXTILE FOR DRAINAGE	6,740 SY		
0068	3678000000-E	SP	GENERIC EROSION CONTROL ITEM PRECAST GRAVITY RETAINING WALLS	850 SF		
0069	4400000000-E	1110	WORK ZONE SIGNS (STATIONARY)	588 SF		
0070	4405000000-E	1110	WORK ZONE SIGNS (PORTABLE)	192 SF		
0071	4415000000-N	1115	FLASHING ARROW BOARD	4 EA		
0072	4420000000-N	1120	PORTABLE CHANGEABLE MESSAGE SIGN	2 EA		

County : Forsyth

Line #	Item Number	Sec #	Description	Quantity	Unit Cost	Amount
0073	4430000000-N	1130	DRUMS	385 EA		
0074	4465000000-N	1160	TEMPORARY CRASH CUSHIONS	3 EA		
0075	4470000000-N	1160	REMOVE & RESET TEMPORARY CRASH CUSHION	1 EA		
0076	4480000000-N	1165	TMA	2 EA		
0077	4490000000-E	1170	PORTABLE CONCRETE BARRIER (ANCHORED)	9,912 LF		
0078	4500000000-E	1170	REMOVE AND RESET PORTABLE CONCRETE BARRIER	2,090 LF		
0079	4505000000-E	1170	REMOVE & RESET PORTABLE CONCRETE BARRIER (ANCHORED)	4,536 LF		
0080	4650000000-N	1251	TEMPORARY RAISED PAVEMENT MARKERS	157 EA		
0081	4720000000-E	1205	THERMOPLASTIC PAVEMENT MARKING CHARACTER (90 MILS)	4 EA		
0082	4725000000-E	1205	THERMOPLASTIC PAVEMENT MARKING SYMBOL (90 MILS)	14 EA		
0083	4810000000-E	1205	PAINT PAVEMENT MARKING LINES (4")	66,478 LF		
0084	4815000000-E	1205	PAINT PAVEMENT MARKING LINES (6")	1,078 LF		
0085	4820000000-E	1205	PAINT PAVEMENT MARKING LINES (8")	4,441 LF		
0086	4825000000-E	1205	PAINT PAVEMENT MARKING LINES (12")	1,924 LF		
0087	4840000000-N	1205	PAINT PAVEMENT MARKING CHARACTER	12 EA		
0088	4845000000-N	1205	PAINT PAVEMENT MARKING SYMBOL	18 EA		
0089	4850000000-E	1205	REMOVAL OF PAVEMENT MARKING LINES (4")	25,298 LF		

County : Forsyth

Line #	Item Number	Sec #	Description	Quantity	Unit Cost	Amount
0090	4855000000-E	1205	REMOVAL OF PAVEMENT MARKING LINES (6")	75 LF		
0091	4860000000-E	1205	REMOVAL OF PAVEMENT MARKING LINES (8")	2,384 LF		
0092	4890000000-E	SP	GENERIC PAVEMENT MARKING ITEM POLYUREA PAVEMENT MARKING LINES, 12", 20 MILS (STANDARD GLASS BEADS)	2,280 LF		
0093	4890000000-E	SP	GENERIC PAVEMENT MARKING ITEM POLYUREA PAVEMENT MARKING LINES, 6", 20 MILS (STANDARD GLASS BEADS)	26,650 LF		
0094	4905000000-N	1253	SNOWPLOWABLE PAVEMENT MARKERS	490 EA		
0095	5255000000-N	1413	PORTABLE LIGHTING	Lump Sum	L.S.	
0096	6000000000-E	1605	TEMPORARY SILT FENCE	24,790 LF		
0097	6006000000-E	1610	STONE FOR EROSION CONTROL, CLASS A	225 TON		
0098	6009000000-E	1610	STONE FOR EROSION CONTROL, CLASS B	1,215 TON		
0099	6012000000-E	1610	SEDIMENT CONTROL STONE	780 TON		
0100	6015000000-E	1615	TEMPORARY MULCHING	9 ACR		
0101	6018000000-E	1620	SEED FOR TEMPORARY SEEDING	600 LB		
0102	6021000000-E	1620	FERTILIZER FOR TEMPORARY SEED- ING	3 TON		
0103	6024000000-E	1622	TEMPORARY SLOPE DRAINS	200 LF		
0104	6029000000-E	SP	SAFETY FENCE	5,240 LF		
0105	6030000000-E	1630	SILT EXCAVATION	1,110 CY		
0106	6036000000-E	1631	MATting FOR EROSION CONTROL	14,280 SY		
0107	6037000000-E	SP	COIR FIBER MAT	29,100 SY		

County : Forsyth

Line #	Item Number	Sec #	Description	Quantity	Unit Cost	Amount
0108	6042000000-E	1632	1/4" HARDWARE CLOTH	1,380 LF		
0109	6070000000-N	1639	SPECIAL STILLING BASINS	5 EA		
0110	6071012000-E	SP	COIR FIBER WATTLE	1,440 LF		
0111	6071020000-E	SP	POLYACRYLAMIDE (PAM)	340 LB		
0112	6071030000-E	1640	COIR FIBER BAFFLE	310 LF		
0113	6071050000-E	SP	*** SKIMMER (1-1/2")	2 EA		
0114	6084000000-E	1660	SEEDING & MULCHING	15 ACR		
0115	6087000000-E	1660	MOWING	9 ACR		
0116	6090000000-E	1661	SEED FOR REPAIR SEEDING	100 LB		
0117	6093000000-E	1661	FERTILIZER FOR REPAIR SEEDING	0.5 TON		
0118	6096000000-E	1662	SEED FOR SUPPLEMENTAL SEEDING	325 LB		
0119	6108000000-E	1665	FERTILIZER TOPDRESSING	9.75 TON		
0120	6111000000-E	SP	IMPERVIOUS DIKE	245 LF		
0121	6114500000-N	1667	SPECIALIZED HAND MOWING	10 MHR		
0122	6117000000-N	SP	RESPONSE FOR EROSION CONTROL	25 EA		
0123	6117500000-N	SP	CONCRETE WASHOUT STRUCTURE	4 EA		
0124	6123000000-E	1670	REFORESTATION	4 ACR		
0125	6126000000-E	SP	STREAMBANK REFORESTATION	9 ACR		
0126	6133000000-N	SP	GENERIC EROSION CONTROL ITEM CONSTRUCTION, MAINTENANCE, & REMOVAL OF TEMP ACCESS AT STA 66+62-Y4-RT	Lump Sum	L.S.	



County : Forsyth

Line #	Item Number	Sec #	Description	Quantity	Unit Cost	Amount
0127	6133000000-N	SP	GENERIC EROSION CONTROL ITEM PUMP-AROUND OPERATION	Lump Sum	L.S.	
0128	6133000000-N	SP	GENERIC EROSION CONTROL ITEM STREAM INTAKE VAULT	Lump Sum	L.S.	
0129	6133000000-N	SP	GENERIC EROSION CONTROL ITEM SURVEYING FOR MITIGATION	Lump Sum	L.S.	
0130	6135000000-E	SP	GENERIC EROSION CONTROL ITEM COMPOST BLANKET	5 ACR		
0131	6138000000-E	SP	GENERIC EROSION CONTROL ITEM BLANKET DRAIN	1,350 CY		
0132	6138000000-E	SP	GENERIC EROSION CONTROL ITEM BORROW FOR STREAM RELOCATION	25,000 CY		
0133	6138000000-E	SP	GENERIC EROSION CONTROL ITEM DAM EMBANKMENT EARTH FILL	4,850 CY		
0134	6138000000-E	SP	GENERIC EROSION CONTROL ITEM IMPERVIOUS SELECT MATERIAL	700 CY		
0135	6138000000-E	SP	GENERIC EROSION CONTROL ITEM UNCLASSIFIED FOR STREAM RELOCATION	34,000 CY		
0136	6138000000-E	SP	GENERIC EROSION CONTROL ITEM UNDERCUT FOR STREAM RELOCATION	13,000 CY		
0137	6141000000-E	SP	GENERIC EROSION CONTROL ITEM TYPE 2 GEOTEXTILE	1,050 SY		
0138	6147000000-E	SP	GENERIC EROSION CONTROL ITEM TOE WOOD PROTECTION	400 LF		
0139	6900000000-E	SP	TOPSOIL	3,600 CY		

**CULVERT ITEMS**

0140	8126000000-N	414	CULVERT EXCAVATION, STA ***** (45+66.21 -Y4-)	Lump Sum	L.S.	
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Mar 05, 2021 2:22 pm

County : Forsyth

ITEMIZED PROPOSAL FOR CONTRACT NO. C204533

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Line #	Item Number	Sec #	Description	Quantity	Unit Cost	Amount
0141	8133000000-E	414	FOUNDATION CONDITIONING MATERIAL, BOX CULVERT	77 TON		
0142	8196000000-E	420	CLASS A CONCRETE (CULVERT)	162.8 CY		
0143	8245000000-E	425	REINFORCING STEEL (CULVERT)	24,326 LB		
1422/Mar05/Q481621.77/D543140912000/E143			Total Amount Of Bid For Entire Project :			

DBE Goal Set: 9.00%  
DBE Goal Obtained: 9.03%

Vendor 1 of 4: APAC - ATLANTIC INC THOMPSON ARTHUR  
DIVISION (4315)  
Call Order 011 (Proposal: C204533)

### Bid Information

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<b>Proposal County:</b> FORSYTH	<b>Bid Checksum:</b> 408B2372D5
<b>Vendor Address:</b> POST OFFICE BOX 21088 GREENSBORO , NC , 274201088	<b>Bid Total:</b> \$9,433,922.30
<b>Signature Check:</b> Leonard David Conway	<b>Items Total:</b> \$9,433,922.30
<b>Time Bid Received:</b> April 20, 2021 01:22 PM	<b>Time Total:</b> \$0.00
<b>Amendment Count:</b> 0	

**Bidding Errors:**  
None.

Vendor 1 of 4: APAC - ATLANTIC INC THOMPSON ARTHUR  
DIVISION (4315)  
Call Order 011 (Proposal: C204533)

### Bid Bond Information

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**Projects:**

**Counties:**

**Bond ID:** SNC21127284

**Paid by Check:** No

**Bond Percent:** 5%

**Bond Maximum:**

**State of Incorporation:**

**Agency Execution Date:** 04/06/2021 03

**Surety Name:** Surety2000

**Bond Agency Name:** Liberty OHIO

### DBE Load Information

Letting ID: L210420  
Letting Date: 04/20/2021  
Call Order: 011  
Contract ID: C204533  
Project: 0074231007423100742310074231  
Bid Total: \$9,433,922.30  
DBE Goal: 9.00% (\$849,053.01)

Vendor ID: 4315  
Vendor Name: APAC-Atlantic, Inc. Thompson-Arthur Division  
DBE Entered: 9.03% (\$851,725.46)

Vendor ID	DBE Name	Is Supplier?	City/State	Goods/Service	Amount
4906	W G LEWIS TRUCKING INC	False	1323 PENNY RD. , HIGH POINT, NC 27265	SubContractor committed	122,706.00
11572	CRUZ BROTHERS CONCRETE, INC.	False	1572 PAYNE ROAD/LOT 75 LOT 75 , GRAHAM, NC 27253	SubContractor committed	62,995.00
3418	NORTH STATE ENVIRONMENTAL INC	False	2889 LOWERY STREET, SUITE B , WINSTON-SALEM, NC 271016127	SubContractor committed	536,191.96
3376	REYNOLDS FENCE & GUARDRAIL INC	False	9320 MACHADO DRIVE , INDIAN TRAIL, NC 28079	SubContractor committed	129,832.50

Letting: L210420  
04/20/2021 02:00:00 PM

North Carolina Department of Transportation  
4315 - APAC-Atlantic, Inc. Thompson-Arthur Divisi

Contract ID: C204533  
Call: 011

BondID: SNC21127284  
Surety Registry Agency: Surety2000  
Verified?: 1  
Surety Agency: Liberty OHIO  
Bond Execution Date: 04/06/2021 03:42:03 PM

Line Number	Item Number	Quantity	Unit	Unit Price	Extension Price
Section 0001					
ROADWAY ITEMS					
0001	0000100000-N MOBILIZATION	1.000	LS	\$470,000.0000	\$470,000.00
0002	0000400000-N CONSTRUCTION SURVEYING	1.000	LS	\$150,000.0000	\$150,000.00
0003	0001000000-E CLEARING & GRUBBING .. ACRE(S)	1.000	LS	\$450,000.0000	\$450,000.00
0004	0008000000-E SUPPLEMENTARY CLEARING & GRUB-BING	1.000	ACR	\$14,000.0000	\$14,000.00
0005	0022000000-E UNCLASSIFIED EXCAVATION	20000.000	CY	\$5.8600	\$117,200.00
0006	0106000000-E BORROW EXCAVATION	15900.000	CY	\$13.3300	\$211,947.00
0007	0134000000-E DRAINAGE DITCH EXCAVATION	1000.000	CY	\$11.2000	\$11,200.00
0008	0156000000-E REMOVAL OF EXISTING ASPHALT PAVEMENT	4400.000	SY	\$9.7500	\$42,900.00
0009	0194000000-E SELECT GRANULAR MATERIAL, CLASS III	1350.000	CY	\$42.0600	\$56,781.00
0010	0196000000-E GEOTEXTILE FOR SOIL STABILIZA-TION	400.000	SY	\$2.4500	\$980.00
0011	0223000000-E ROCK PLATING	3750.000	SY	\$65.6100	\$246,037.50
0012	0318000000-E FOUNDATION CONDITIONING MATE- RIAL, MINOR STRUCTURES	470.000	TON	\$37.7000	\$17,719.00
0013	0320000000-E FOUNDATION CONDITIONING GEO- TEXTILE	1460.000	SY	\$3.7500	\$5,475.00
0014	0448000000-E ***** RC PIPE CULVERTS, CLASS IV (48")	596.000	LF	\$206.4800	\$123,062.08
0015	0448200000-E 15" RC PIPE CULVERTS, CLASS IV	2444.000	LF	\$52.8100	\$129,067.64
0016	0448300000-E 18" RC PIPE CULVERTS, CLASS IV	504.000	LF	\$77.1900	\$38,903.76
0017	0448400000-E 24" RC PIPE CULVERTS, CLASS IV	92.000	LF	\$122.1800	\$11,240.56
0018	0448500000-E 30" RC PIPE CULVERTS, CLASS IV	104.000	LF	\$121.1300	\$12,597.52
0019	0448600000-E 36" RC PIPE CULVERTS, CLASS IV	124.000	LF	\$145.1600	\$17,999.84
0020	0448700000-E 42" RC PIPE CULVERTS, CLASS IV	216.000	LF	\$188.0000	\$40,608.00
0021	0582000000-E 15" CS PIPE CULVERTS, 0.064" THICK	32.000	LF	\$128.9700	\$4,127.04
0022	0588000000-E 18" CS PIPE CULVERTS, 0.064" THICK	188.000	LF	\$76.4900	\$14,380.12
0023	0636000000-E **" CS PIPE ELBOWS, ***** THICK (15", 0.064")	4.000	EA	\$592.8000	\$2,371.20

0024	0636000000-E	6.000	EA	\$655.4500	\$3,932.70
	*** CS PIPE ELBOWS, ***** THICK (18", 0.064")				
0025	0973100000-E	24.000	LF	\$668.1200	\$16,034.88
	*** WELDED STEEL PIPE, ***** THICK, GRADE B IN SOIL (20", 0.500")				
0026	0973300000-E	52.000	LF	\$1,765.0600	\$91,783.12
	*** WELDED STEEL PIPE, ***** THICK, GRADE B NOT IN SOIL (20", 0.500")				
0027	1011000000-N	1.000	LS	\$300,000.0000	\$300,000.00
	FINE GRADING				
0028	1077000000-E	390.000	TON	\$88.3100	\$34,440.90
	#57 STONE				
0029	1121000000-E	590.000	TON	\$36.2400	\$21,381.60
	AGGREGATE BASE COURSE				
0030	1220000000-E	200.000	TON	\$35.5500	\$7,110.00
	INCIDENTAL STONE BASE				
0031	1297000000-E	3900.000	SY	\$3.7600	\$14,664.00
	MILLING ASPHALT PAVEMENT, ***"DEPTH (1-1/2")				
0032	1308000000-E	4100.000	SY	\$4.7200	\$19,352.00
	MILLING ASPHALT PAVEMENT, ***"TO *****" (0" TO 1-1/2")				
0033	1308000000-E	1400.000	SY	\$7.3500	\$10,290.00
	MILLING ASPHALT PAVEMENT, ***"TO *****" (0" TO 3")				
0034	1330000000-E	500.000	SY	\$14.7300	\$7,365.00
	INCIDENTAL MILLING				
0035	1491000000-E	9650.000	TON	\$57.0000	\$550,050.00
	ASPHALT CONC BASE COURSE, TYPE B25.0C				
0036	1503000000-E	6360.000	TON	\$57.0000	\$362,520.00
	ASPHALT CONC INTERMEDIATE COURSE, TYPE I19.0C				
0037	1523000000-E	8050.000	TON	\$58.0000	\$466,900.00
	ASPHALT CONC SURFACE COURSE, TYPE S9.5C				
0038	1575000000-E	1225.000	TON	\$495.0000	\$606,375.00
	ASPHALT BINDER FOR PLANT MIX				
0039	1840000000-E	18490.000	LF	\$0.4500	\$8,320.50
	MILLED RUMBLE STRIPS (ASPHALT CONCRETE)				
0040	2209000000-E	14.500	CY	\$2,932.0500	\$42,514.73
	ENDWALLS				
0041	2253000000-E	3.320	CY	\$2,309.2800	\$7,666.81
	PIPE COLLARS				
0042	2275000000-E	31.000	CY	\$617.0800	\$19,129.48
	FLOWABLE FILL				
0043	2286000000-N	30.000	EA	\$2,437.0100	\$73,110.30
	MASONRY DRAINAGE STRUCTURES				
0044	2308000000-E	45.900	LF	\$428.1100	\$19,650.25
	MASONRY DRAINAGE STRUCTURES				
0045	2354000000-N	1.000	EA	\$608.2200	\$608.22
	FRAME WITH GRATE, STD 840.22				
0046	2364200000-N	13.000	EA	\$737.6900	\$9,589.97
	FRAME WITH TWO GRATES, STD 840.20				
0047	2365000000-N	18.000	EA	\$732.5100	\$13,185.18
	FRAME WITH TWO GRATES, STD 840.22				
0048	2396000000-N	6.000	EA	\$639.4200	\$3,836.52



FRAME WITH COVER, STD 840.54					
0049	2556000000-E	2930.000	LF	\$21.5000	\$62,995.00
	SHOULDER BERM GUTTER				
0050	2995000000-N	7.000	EA	\$1,798.6700	\$12,590.69
	GENERIC DRAINAGE ITEM CONVERT EXISTING OTCB TO MEDIAN 2GI				
0051	3030000000-E	2975.000	LF	\$19.5000	\$58,012.50
	STEEL BEAM GUARDRAIL				
0052	3150000000-N	5.000	EA	\$25.0000	\$125.00
	ADDITIONAL GUARDRAIL POSTS				
0053	3210000000-N	1.000	EA	\$800.0000	\$800.00
	GUARDRAIL END UNITS, TYPE CAT-1				
0054	3287000000-N	1.000	EA	\$3,500.0000	\$3,500.00
	GUARDRAIL END UNITS, TYPE TL-3				
0055	3317000000-N	1.000	EA	\$1,995.0000	\$1,995.00
	GUARDRAIL ANCHOR UNITS, TYPE B-77				
0056	3345000000-E	10600.000	LF	\$5.5000	\$58,300.00
	REMOVE & RESET EXISTING GUARD-RAIL				
0057	3360000000-E	2900.000	LF	\$1.0000	\$2,900.00
	REMOVE EXISTING GUARDRAIL				
0058	3387000000-N	3.000	EA	\$1,400.0000	\$4,200.00
	TEMPORARY GUARDRAIL ANCHOR UNITS, TYPE ***** (B-77)				
0059	3503000000-E	2130.000	LF	\$3.8000	\$8,094.00
	WOVEN WIRE FENCE, 47" FABRIC				
0060	3509000000-E	130.000	EA	\$26.0000	\$3,380.00
	4" TIMBER FENCE POSTS, 7'-6" LONG				
0061	3515000000-E	50.000	EA	\$40.0000	\$2,000.00
	5" TIMBER FENCE POSTS, 8'-0" LONG				
0062	3628000000-E	1170.000	TON	\$86.5000	\$101,205.00
	RIP RAP, CLASS I				
0063	3635000000-E	500.000	TON	\$73.1100	\$36,555.00
	RIP RAP, CLASS II				
0064	3642000000-E	1800.000	TON	\$93.1100	\$167,598.00
	RIP RAP, CLASS A				
0065	3649000000-E	360.000	TON	\$92.0500	\$33,138.00
	RIP RAP, CLASS B				
0066	3651000000-E	1000.000	TON	\$127.9000	\$127,900.00
	BOULDERS				
0067	3656000000-E	6740.000	SY	\$3.8500	\$25,949.00
	GEOTEXTILE FOR DRAINAGE				
0068	3678000000-E	850.000	SF	\$75.4000	\$64,090.00
	GENERIC EROSION CONTROL ITEM PRECAST GRAVITY RETAINING WALLS				
0069	4400000000-E	588.000	SF	\$4.9800	\$2,928.24
	WORK ZONE SIGNS (STATIONARY)				
0070	4405000000-E	192.000	SF	\$8.7700	\$1,683.84
	WORK ZONE SIGNS (PORTABLE)				
0071	4415000000-N	4.000	EA	\$1,765.5000	\$7,062.00
	FLASHING ARROW BOARD				
0072	4420000000-N	2.000	EA	\$6,099.0000	\$12,198.00
	PORTABLE CHANGEABLE MESSAGE SIGN				

0073	4430000000-N DRUMS	385.000 EA	\$75.1400	\$28,928.90
0074	4465000000-N TEMPORARY CRASH CUSHIONS	3.000 EA	\$9,150.0000	\$27,450.00
0075	4470000000-N REMOVE & RESET TEMPORARY CRASH CUSHION	1.000 EA	\$2,750.0000	\$2,750.00
0076	4480000000-N TMA	2.000 EA	\$8,132.0000	\$16,264.00
0077	4490000000-E PORTABLE CONCRETE BARRIER (ANCHORED)	9912.000 LF	\$50.9000	\$504,520.80
0078	4500000000-E REMOVE AND RESET PORTABLE CON-CRETE BARRIER	2090.000 LF	\$4.9500	\$10,345.50
0079	4505000000-E REMOVE & RESET PORTABLE CONC-	4536.000 LF	\$20.0000	\$90,720.00
0080	4650000000-N TEMPORARY RAISED PAVEMENT MARKERS	157.000 EA	\$1.5000	\$235.50
0081	4720000000-E THERMOPLASTIC PAVEMENT MARKING CHARACTER (90 MILS)	4.000 EA	\$150.0000	\$600.00
0082	4725000000-E THERMOPLASTIC PAVEMENT MARKING SYMBOL (90 MILS)	14.000 EA	\$85.0000	\$1,190.00
0083	4810000000-E PAINT PAVEMENT MARKING LINES (4")	66478.000 LF	\$0.3000	\$19,943.40
0084	4815000000-E PAINT PAVEMENT MARKING LINES (6")	1078.000 LF	\$0.4500	\$485.10
0085	4820000000-E PAINT PAVEMENT MARKING LINES (8")	4441.000 LF	\$0.6000	\$2,664.60
0086	4825000000-E PAINT PAVEMENT MARKING LINES (12")	1924.000 LF	\$0.9000	\$1,731.60
0087	4840000000-N PAINT PAVEMENT MARKING CHARAC-TER	12.000 EA	\$50.0000	\$600.00
0088	4845000000-N PAINT PAVEMENT MARKING SYMBOL	18.000 EA	\$50.0000	\$900.00
0089	4850000000-E REMOVAL OF PAVEMENT MARKING LINES (4")	25298.000 LF	\$1.0000	\$25,298.00
0090	4855000000-E REMOVAL OF PAVEMENT MARKING LINES (6")	75.000 LF	\$1.5000	\$112.50
0091	4860000000-E REMOVAL OF PAVEMENT MARKING LINES (8")	2384.000 LF	\$2.0000	\$4,768.00
0092	4890000000-E GENERIC PAVEMENT MARKING ITEM POLYUREA PAVEMENT MARKING LINES, 12" 20 MILS (STANDARD GLASS BEADS)	2280.000 LF	\$1.3000	\$2,964.00
0093	4890000000-E GENERIC PAVEMENT MARKING ITEM POLYUREA PAVEMENT MARKING LINES, 6" 20 MILS (STANDARD GLASS BEADS)	26650.000 LF	\$0.8500	\$22,652.50
0094	4905000000-N SNOWPLOWABLE PAVEMENT MARKERS	490.000 EA	\$36.0000	\$17,640.00
0095	5255000000-N PORTABLE LIGHTING	1.000 LS	\$115,000.0000	\$115,000.00
0096	6000000000-E	24790.000 LF	\$2.2500	\$55,777.50

TEMPORARY SILT FENCE					
0097	6006000000-E	225.000	TON	\$67.8000	\$15,255.00
	STONE FOR EROSION CONTROL,		CLASS A		
0098	6009000000-E	1215.000	TON	\$1.0000	\$1,215.00
	STONE FOR EROSION CONTROL,		CLASS B		
0099	6012000000-E	780.000	TON	\$1.0000	\$780.00
	SEDIMENT CONTROL STONE				
0100	6015000000-E	9.000	ACR	\$2,000.0000	\$18,000.00
	TEMPORARY MULCHING				
0101	6018000000-E	600.000	LB	\$1.0000	\$600.00
	SEED FOR TEMPORARY SEEDING				
0102	6021000000-E	3.000	TON	\$100.0000	\$300.00
	FERTILIZER FOR TEMPORARY SEED-ING				
0103	6024000000-E	200.000	LF	\$21.4000	\$4,280.00
	TEMPORARY SLOPE DRAINS				
0104	6029000000-E	5240.000	LF	\$2.0000	\$10,480.00
	SAFETY FENCE				
0105	6030000000-E	1110.000	CY	\$10.6000	\$11,766.00
	SILT EXCAVATION				
0106	6036000000-E	14280.000	SY	\$1.0000	\$14,280.00
	MATTING FOR EROSION CONTROL				
0107	6037000000-E	29100.000	SY	\$3.4000	\$98,940.00
	COIR FIBER MAT				
0108	6042000000-E	1380.000	LF	\$5.0000	\$6,900.00
	1/4" HARDWARE CLOTH				
0109	6070000000-N	5.000	EA	\$750.0000	\$3,750.00
	SPECIAL STILLING BASINS				
0110	6071012000-E	1440.000	LF	\$9.0000	\$12,960.00
	COIR FIBER WATTLE				
0111	6071020000-E	340.000	LB	\$8.0000	\$2,720.00
	POLYACRYLAMIDE (PAM)				
0112	6071030000-E	310.000	LF	\$7.0000	\$2,170.00
	COIR FIBER BAFFLE				
0113	6071050000-E	2.000	EA	\$1,037.6500	\$2,075.30
	**" SKIMMER (1-1/2")				
0114	6084000000-E	15.000	ACR	\$2,200.0000	\$33,000.00
	SEEDING & MULCHING				
0115	6087000000-E	9.000	ACR	\$200.0000	\$1,800.00
	MOWING				
0116	6090000000-E	100.000	LB	\$11.0000	\$1,100.00
	SEED FOR REPAIR SEEDING				
0117	6093000000-E	0.500	TON	\$1,000.0000	\$500.00
	FERTILIZER FOR REPAIR SEEDING				
0118	6096000000-E	325.000	LB	\$8.0000	\$2,600.00
	SEED FOR SUPPLEMENTAL SEEDING				
0119	6108000000-E	9.750	TON	\$700.0000	\$6,825.00
	FERTILIZER TOPDRESSING				
0120	6111000000-E	245.000	LF	\$50.0000	\$12,250.00
	IMPERVIOUS DIKE				

0121	6114500000-N	10.000	MHR	\$200.0000	\$2,000.00
	SPECIALIZED HAND MOWING				
0122	6117000000-N	25.000	EA	\$200.0000	\$5,000.00
	RESPONSE FOR EROSION CONTROL				
0123	6117500000-N	4.000	EA	\$1,750.0000	\$7,000.00
	CONCRETE WASHOUT STRUCTURE				
0124	6123000000-E	4.000	ACR	\$1,500.0000	\$6,000.00
	REFORESTATION				
0125	6126000000-E	9.000	ACR	\$2,400.0000	\$21,600.00
	STREAMBANK REFORESTATION				
0126	6133000000-N	1.000	LS	\$275,000.0000	\$275,000.00
	GENERIC EROSION CONTROL ITEM CONSTRUCTION, MAINTENANCE, & REMOVAL OF TEMP ACCESS AT STA 66+62-Y4-RT				
0127	6133000000-N	1.000	LS	\$50,900.0000	\$50,900.00
	GENERIC EROSION CONTROL ITEM PUMP-AROUND OPERATION				
0128	6133000000-N	1.000	LS	\$53,429.4100	\$53,429.41
	GENERIC EROSION CONTROL ITEM STREAM INTAKE VAULT				
0129	6133000000-N	1.000	LS	\$19,095.0000	\$19,095.00
	GENERIC EROSION CONTROL ITEM SURVEYING FOR MITIGATION				
0130	6135000000-E	5.000	ACR	\$20,335.0000	\$101,675.00
	GENERIC EROSION CONTROL ITEM COMPOST BLANKET				
0131	6138000000-E	1350.000	CY	\$66.4000	\$89,640.00
	GENERIC EROSION CONTROL ITEM BLANKET DRAIN				
0132	6138000000-E	25000.000	CY	\$18.1000	\$452,500.00
	GENERIC EROSION CONTROL ITEM BORROW FOR STREAM RELOCATION				
0133	6138000000-E	4850.000	CY	\$22.4500	\$108,882.50
	GENERIC EROSION CONTROL ITEM DAM EMBANKMENT EARTH FILL				
0134	6138000000-E	700.000	CY	\$58.1500	\$40,705.00
	GENERIC EROSION CONTROL ITEM IMPERVIOUS SELECT MATERIAL				
0135	6138000000-E	34000.000	CY	\$13.3500	\$453,900.00
	GENERIC EROSION CONTROL ITEM UNCLASSIFIED FOR STREAM RELOCATION				
0136	6138000000-E	13000.000	CY	\$27.2000	\$353,600.00
	GENERIC EROSION CONTROL ITEM UNDERCUT FOR STREAM RELOCATION				
0137	6141000000-E	1050.000	SY	\$2.2300	\$2,341.50
	GENERIC EROSION CONTROL ITEM TYPE 2 GEOTEXTILE				
0138	6147000000-E	400.000	LF	\$111.3600	\$44,544.00
	GENERIC EROSION CONTROL ITEM TOE WOOD PROTECTION				
0139	6900000000-E	3600.000	CY	\$24.7500	\$89,100.00
	TOPSOIL				

Section 0001 Total \$9,092,608.30

Section 0002  
CULVERT ITEMS

0140	8126000000-N	1.000	LS	\$150,000.0000	\$150,000.00
	CULVERT EXCAVATION, STA ***** (45+66.21 -Y4-)				
0141	8133000000-E	77.000	TON	\$55.0000	\$4,235.00
	FOUNDATION CONDITIONING MATER-IAL, BOX CULVERT				
0142	8196000000-E	162.800	CY	\$925.0000	\$150,590.00

CLASS A CONCRETE (CULVERT)				
0143	8245000000-E	24326.000 LB	\$1.5000	\$36,489.00
REINFORCING STEEL (CULVERT)				
Section 0002 Total				\$341,314.00
Item Total				\$9,433,922.30

## **ELECTRONIC BID SUBMISSION**

By submitting this bid electronically, I hereby acknowledge that all requirements included in the hard copy proposal, addendum, amendments, plans, standard specifications, supplemental specifications and special provisions are part of the bid and contract. Further, I acknowledge that I have read, understand, accept, acknowledge and agree to comply with all statements in this electronic bid.

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## **NON-COLLUSION, DEBARMENT AND GIFT BAN CERTIFICATION**

The prequalified bidder declares (or certifies, verifies, or states) under penalty of perjury under the laws of the United States that neither he, nor any official, agent or employee has entered into any agreement, participated in any collusion, or otherwise taken any action which is in restraint of free competitive bidding in connection with any bid or contract, that the prequalified bidder has not been convicted of violating N.C.G.S. §133-24 within the last three years, and that the prequalified bidder intends to do the work with his own bonafide employees or subcontractors and will not bid for the benefit of another contractor.

By submitting this non-collusion, debarment and gift ban certification, the Contractor is attesting his status under penalty of perjury under the laws of the United States in accordance with the Debarment Certification attached, provided that the Debarment Certification also includes any required statements concerning exceptions that are applicable.

N.C.G.S. §133-32 and Executive Order 24 prohibit the offer to, or acceptance by, any State Employee of any gift from anyone with a contract with the State, or from any person seeking to do business with the State. By execution of any response in this procurement, you attest, for your entire organization and its employees or agents, that you are not aware that any such gift has been offered, accepted, or promised by any employees of your organization.

## **DEBARMENT CERTIFICATION OF PREQUALIFIED BIDDER**

Conditions for certification:

1. The prequalified bidder shall provide immediate written notice to the Department if at any time the bidder learns that his certification was erroneous when he submitted his debarment certification or explanation that is file with the Department, or has become erroneous because of changed circumstances.
2. The terms covered transaction, debarred, suspended, ineligible, lower tier

covered transaction, participant, person, primary covered transaction, principal, proposal, and voluntarily excluded, as used in this provision, have the meanings set out in the Definitions and Coverage sections of the rules implementing Executive Order 12549. A copy of the Federal Rules requiring this certification and detailing the definitions and coverages may be obtained from the Contract Officer of the Department.

3. The prequalified bidder agrees by submitting this form, that he will not knowingly enter into any lower tier covered transaction with a person who is debarred, suspended, declared ineligible, or voluntarily excluded from participation in NCDOT contracts, unless authorized by the Department.

4. For Federal Aid projects, the prequalified bidder further agrees that by submitting this form he will include the Federal- Aid Provision titled Required Contract Provisions Federal-Aid Construction Contract (Form FHWA PR 1273) provided by the Department, without subsequent modification, in all lower tier covered transactions.

5. The prequalified bidder may rely upon a certification of a participant in a lower tier covered transaction that he is not debarred, suspended, ineligible, or voluntarily excluded from the covered transaction, unless he knows that the certification is erroneous. The bidder may decide the method and frequency by which he will determine the eligibility of his subcontractors.

6. Nothing contained in the foregoing shall be construed to require establishment of a system of records in order to render in good faith the certification required by this provision. The knowledge and information of a participant is not required to exceed that which is normally possessed by a prudent person in the ordinary course of business dealings.

7. Except as authorized in paragraph 6 herein, the Department may terminate any contract if the bidder knowingly enters into a lower tier covered transaction with a person who is suspended, debarred, ineligible, or voluntarily excluded from participation in this transaction, in addition to other remedies available by the Federal Government.

#### **DEBARMENT CERTIFICATION**

The prequalified bidder certifies to the best of his knowledge and belief, that he and his principals:

a. Are not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from covered transactions by any Federal department or agency;

b. Have not within a three-year period preceding this proposal been convicted of or had a civil judgment rendered against them for commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (Federal, State or local) transaction or contract under a public transaction; violation of Federal or State antitrust statutes or

commission of embezzlement, theft, forgery, bribery, falsification or destruction of records; making false statements; or receiving stolen property;

c. Are not presently indicted for or otherwise criminally or civilly charged by a governmental entity (Federal, State or local) with commission of any of the offenses enumerated in paragraph b. of this certification; and

d. Have not within a three-year period preceding this proposal had one or more public transactions (Federal, State or local) terminated for cause or default.

e. Will submit a revised Debarment Certification immediately if his status changes and will show in his bid proposal an explanation for the change in status.

If the prequalified bidder cannot certify that he is not debarred, he shall provide an explanation with this submittal. An explanation will not necessarily result in denial of participation in a contract.

Failure to submit a non-collusion and debarment certification will result in the prequalified bidder's bid being considered non-responsive.

**EXPLANATION:**

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### **Award Limits on Multiple Projects**

By answering YES to this statement, the bidder acknowledges that they are using the award limits on multiple projects? **Yes** ☐ **No** ☒

A bidder who desires to bid on more than one project on which bids are to be opened on the same date, and who also desires to avoid receiving an award of more projects than he is equipped to handle, may bid on any number of projects but may limit the total amount of work awarded to him on selected projects by completing the AWARD LIMITS ON MULTIPLE PROJECTS.

The Award Limits on Multiple Projects must be filled in on each project bid for which the Bidder desires protection.

It is the desire of the Bidder to be awarded contracts, the value of which will not exceed a total of    for those

projects indicated herein, for which bids will be opened on    (MM/DD/YY)

The Award Limits shall apply to the following projects:

Contract Number  
County

Contract Number  
County

Contract Number  
County

Contract Number  
County

Contract Number  
County

Contract Number  
County

It is agreed that if I am (we are) the low Bidder(s) on indicated projects, the total value of which is more than the above stipulated award limits, the Board of Transportation will award me (us) projects from among those indicated

that have a total value not to exceed the award limit and will result in the lowest total bids to the Department of Transportation.

## DBE List Summary

Project: 0074231

Bidder ID: 4315

Bid Total: 9,433,922.30

Business Name: APAC-Atlantic, Inc. Thompson-Arthur Division

Goal: 9.00% (849,053.01)

Total Entered: 9.03% (851,725.46)

ID	Name	Is Supplier?	Item Count	Amount	Is Complete?
4906	W G LEWIS TRUCKING INC	False	3	122,706.00	True
11572	CRUZ BROTHERS CONCRETE, INC.	False	1	62,995.00	True
3418	NORTH STATE ENVIRONMENTAL INC	False	8	536,191.96	True
3376	REYNOLDS FENCE & GUARDRAIL INC	False	8	129,832.50	True

Name: W G LEWIS TRUCKING INC ID: 4906

Address: 1323 PENNY RD. , HIGH POINT, NC 27265

Used As: SubContractor DBE Items Total:\$122,706.00

**Items for W G LEWIS TRUCKING INC**

0001				
ROADWAY ITEMS				
0035	1491000000-E	9650.000 TON	\$5.1000	\$49,215.00
ASPHALT CONC BASE COURSE, TYPE B25.0C				
0036	1503000000-E	6360.000 TON	\$5.1000	\$32,436.00
ASPHALT CONC INTERMEDIATE COURSE, TYPE I19.0C				
0037	1523000000-E	8050.000 TON	\$5.1000	\$41,055.00
ASPHALT CONC SURFACE COURSE, TYPE S9.5C				
Section 0001 Total				\$122,706.00
Item Total				\$122,706.00

Letting: L210420  
04/20/2021 02:00:00 PM

North Carolina Department of Transportation  
4315 - APAC-Atlantic, Inc. Thompson-Arthur Divisi

Contract ID: C204533  
Call: 011

Name: CRUZ BROTHERS CONCRETE, INC. ID: 11572

Address: 1572 PAYNE ROAD/LOT 75 LOT 75 , GRAHAM, NC 27253

Used As: SubContractor DBE Items Total:\$62,995.00

**Items for CRUZ BROTHERS CONCRETE, INC.**

0001				
ROADWAY ITEMS				
0049	2556000000-E	2930.000 LF	\$21.5000	\$62,995.00
SHOULDER BERM GUTTER				
Section 0001 Total				\$62,995.00
Item Total				
				\$62,995.00

Name: NORTH STATE ENVIRONMENTAL INC ID: 3418

Address: 2889 LOWERY STREET, SUITE B , WINSTON-SALEM, NC 271016127

Used As: SubContractor DBE Items Total:\$536,191.96

**Items for NORTH STATE ENVIRONMENTAL INC**

0001 ROADWAY ITEMS				
0001	0000100000-N MOBILIZATION	1.000 LS	\$36,616.6900	\$36,616.69
0028	1077000000-E #57 STONE	390.000 TON	\$77.8800	\$30,373.20
0064	3642000000-E RIP RAP, CLASS A	1800.000 TON	\$82.1100	\$147,798.00
0066	3651000000-E BOULDERS	1000.000 TON	\$119.1400	\$119,140.00
0068	3678000000-E GENERIC EROSION CONTROL ITEM PRECAST GRAVITY RETAINING WALLS	850.000 SF	\$66.4700	\$56,499.50
0129	6133000000-N GENERIC EROSION CONTROL ITEM SURVEYING FOR MITIGATION	1.000 LS	\$16,836.6700	\$16,836.67
0130	6135000000-E GENERIC EROSION CONTROL ITEM COMPOST BLANKET	5.000 ACR	\$17,929.5800	\$89,647.90
0138	6147000000-E GENERIC EROSION CONTROL ITEM TOE WOOD PROTECTION	400.000 LF	\$98.2000	\$39,280.00
Section 0001 Total				\$536,191.96
Item Total				
				\$536,191.96

Name: REYNOLDS FENCE & GUARDRAIL INC ID: 3376

Address: 9320 MACHADO DRIVE , INDIAN TRAIL, NC 28079

Used As: SubContractor DBE Items Total:\$129,832.50

**Items for REYNOLDS FENCE & GUARDRAIL INC**

0001 ROADWAY ITEMS				
0051	3030000000-E	2975.000 LF	\$19.5000	\$58,012.50
	STEEL BEAM GUARDRAIL			
0052	3150000000-N	5.000 EA	\$25.0000	\$125.00
	ADDITIONAL GUARDRAIL POSTS			
0053	3210000000-N	1.000 EA	\$800.0000	\$800.00
	GUARDRAIL END UNITS, TYPE CAT-1			
0054	3287000000-N	1.000 EA	\$3,500.0000	\$3,500.00
	GUARDRAIL END UNITS, TYPE TL-3			
0055	3317000000-N	1.000 EA	\$1,995.0000	\$1,995.00
	GUARDRAIL ANCHOR UNITS, TYPE B-77			
0056	3345000000-E	10600.000 LF	\$5.5000	\$58,300.00
	REMOVE & RESET EXISTING GUARD-RAIL			
0057	3360000000-E	2900.000 LF	\$1.0000	\$2,900.00
	REMOVE EXISTING GUARDRAIL			
0058	3387000000-N	3.000 EA	\$1,400.0000	\$4,200.00
	TEMPORARY GUARDRAIL ANCHOR UNITS, TYPE ***** (B-77)			
Section 0001 Total				\$129,832.50
Item Total				\$129,832.50

THIS PROPOSAL CONTAINS THE FOLLOWING ERRORS/WARNINGS (IF ANY)

This Bid contains 0 amendment files

### **Electronic Bid Submission**

By submitting this bid electronically, I hereby acknowledge that all requirements included in the hard copy proposal, addendum, amendments, plans, standard specifications, supplemental specifications and special provisions are part of the bid and contract. Further, I acknowledge that I have read, understand, accept, acknowledge and agree to comply with all statements in this electronic bid.

I hereby certify that I have the authority to submit this bid.

Signature \_\_\_\_\_

Agency \_\_\_\_\_

Date \_\_\_\_\_

Signature \_\_\_\_\_

Agency \_\_\_\_\_

Date \_\_\_\_\_

Signature \_\_\_\_\_

Agency \_\_\_\_\_

Date \_\_\_\_\_



## Contract Item Sheets For C204533

Line #	ItemNumber	Sec #	Description	Quantity Unit	Unit Bid Price	Amount Bid
<b>ROADWAY ITEMS</b>						
0001	0000100000-N	800	MOBILIZATION	Lump Sum LS	470,000.00	470,000.00
0002	0000400000-N	801	CONSTRUCTION SURVEYING	Lump Sum LS	150,000.00	150,000.00
0003	0001000000-E	200	CLEARING & GRUBBING .. ACRE(S)	Lump Sum LS	450,000.00	450,000.00
0004	0008000000-E	200	SUPPLEMENTARY CLEARING & GRUB- BING	1 ACR	14,000.00	14,000.00
0005	0022000000-E	225	UNCLASSIFIED EXCAVATION	20,000 CY	5.86	117,200.00
0006	0106000000-E	230	BORROW EXCAVATION	15,900 CY	13.33	211,947.00
0007	0134000000-E	240	DRAINAGE DITCH EXCAVATION	1,000 CY	11.20	11,200.00
0008	0156000000-E	250	REMOVAL OF EXISTING ASPHALT PAVEMENT	4,400 SY	9.75	42,900.00
0009	0194000000-E	265	SELECT GRANULAR MATERIAL, CLASS III	1,350 CY	42.06	56,781.00
0010	0196000000-E	270	GEOTEXTILE FOR SOIL STABILIZA- TION	400 SY	2.45	980.00
0011	0223000000-E	275	ROCK PLATING	3,750 SY	65.61	246,037.50
0012	0318000000-E	300	FOUNDATION CONDITIONING MATE- RIAL, MINOR STRUCTURES	470 TON	37.70	17,719.00
0013	0320000000-E	300	FOUNDATION CONDITIONING GEO- TEXTILE	1,460 SY	3.75	5,475.00
0014	0448000000-E	310	***** RC PIPE CULVERTS, CLASS IV (48")	596 LF	206.48	123,062.08
0015	0448200000-E	310	15" RC PIPE CULVERTS, CLASS IV	2,444 LF	52.81	129,067.64
0016	0448300000-E	310	18" RC PIPE CULVERTS, CLASS IV	504 LF	77.19	38,903.76
0017	0448400000-E	310	24" RC PIPE CULVERTS, CLASS IV	92 LF	122.18	11,240.56
0018	0448500000-E	310	30" RC PIPE CULVERTS, CLASS IV	104 LF	121.13	12,597.52
0019	0448600000-E	310	36" RC PIPE CULVERTS, CLASS IV	124 LF	145.16	17,999.84

## Contract Item Sheets For C204533

Line #	ItemNumber	Sec #	Description	Quantity Unit	Unit Bid Price	Amount Bid
0020	0448700000-E	310	42" RC PIPE CULVERTS, CLASS IV	216 LF	188.00	40,608.00
0021	0582000000-E	310	15" CS PIPE CULVERTS, 0.064" THICK	32 LF	128.97	4,127.04
0022	0588000000-E	310	18" CS PIPE CULVERTS, 0.064" THICK	188 LF	76.49	14,380.12
0023	0636000000-E	310	*** CS PIPE ELBOWS, ***** THICK (15", 0.064")	4 EA	592.80	2,371.20
0024	0636000000-E	310	*** CS PIPE ELBOWS, ***** THICK (18", 0.064")	6 EA	655.45	3,932.70
0025	0973100000-E	330	*** WELDED STEEL PIPE, ***** THICK, GRADE B IN SOIL (20", 0.500")	24 LF	668.12	16,034.88
0026	0973300000-E	330	*** WELDED STEEL PIPE, ***** THICK, GRADE B NOT IN SOIL (20", 0.500")	52 LF	1,765.06	91,783.12
0027	1011000000-N	500	FINE GRADING	Lump Sum LS	300,000.00	300,000.00
0028	1077000000-E	SP	#57 STONE	390 TON	88.31	34,440.90
0029	1121000000-E	520	AGGREGATE BASE COURSE	590 TON	36.24	21,381.60
0030	1220000000-E	545	INCIDENTAL STONE BASE	200 TON	35.55	7,110.00
0031	1297000000-E	607	MILLING ASPHALT PAVEMENT, ***** DEPTH (1-1/2")	3,900 SY	3.76	14,664.00
0032	1308000000-E	607	MILLING ASPHALT PAVEMENT, ***** TO ***** (0" TO 1-1/2")	4,100 SY	4.72	19,352.00
0033	1308000000-E	607	MILLING ASPHALT PAVEMENT, ***** TO ***** (0" TO 3")	1,400 SY	7.35	10,290.00
0034	1330000000-E	607	INCIDENTAL MILLING	500 SY	14.73	7,365.00
0035	1491000000-E	610	ASPHALT CONC BASE COURSE, TYPE B25.0C	9,650 TON	57.00	550,050.00

## Contract Item Sheets For C204533

Line #	ItemNumber	Sec #	Description	Quantity Unit	Unit Bid Price	Amount Bid
0036	1503000000-E	610	ASPHALT CONC INTERMEDIATE COURSE, TYPE I19.0C	6,360 TON	57.00	362,520.00
0037	1523000000-E	610	ASPHALT CONC SURFACE COURSE, TYPE S9.5C	8,050 TON	58.00	466,900.00
0038	1575000000-E	620	ASPHALT BINDER FOR PLANT MIX	1,225 TON	495.00	606,375.00
0039	1840000000-E	665	MILLED RUMBLE STRIPS (ASPHALT CONCRETE)	18,490 LF	0.45	8,320.50
0040	2209000000-E	838	ENDWALLS	14.5 CY	2,932.05	42,514.73
0041	2253000000-E	840	PIPE COLLARS	3.32 CY	2,309.28	7,666.81
0042	2275000000-E	SP	FLOWABLE FILL	31 CY	617.08	19,129.48
0043	2286000000-N	840	MASONRY DRAINAGE STRUCTURES	30 EA	2,437.01	73,110.30
0044	2308000000-E	840	MASONRY DRAINAGE STRUCTURES	45.9 LF	428.11	19,650.25
0045	2354000000-N	840	FRAME WITH GRATE, STD 840.22	1 EA	608.22	608.22
0046	2364200000-N	840	FRAME WITH TWO GRATES, STD 840.20	13 EA	737.69	9,589.97
0047	2365000000-N	840	FRAME WITH TWO GRATES, STD 840.22	18 EA	732.51	13,185.18
0048	2396000000-N	840	FRAME WITH COVER, STD 840.54	6 EA	639.42	3,836.52
0049	2556000000-E	846	SHOULDER BERM GUTTER	2,930 LF	21.50	62,995.00
0050	2995000000-N	SP	GENERIC DRAINAGE ITEM CONVERT EXISTING OTCB TO MEDIAN 2GI	7 EA	1,798.67	12,590.69
0051	3030000000-E	862	STEEL BEAM GUARDRAIL	2,975 LF	19.50	58,012.50
0052	3150000000-N	862	ADDITIONAL GUARDRAIL POSTS	5 EA	25.00	125.00
0053	3210000000-N	862	GUARDRAIL END UNITS, TYPE CAT-1	1 EA	800.00	800.00
0054	3287000000-N	SP	GUARDRAIL END UNITS, TYPE TL-3	1 EA	3,500.00	3,500.00

## Contract Item Sheets For C204533

Line #	ItemNumber	Sec #	Description	Quantity Unit	Unit Bid Price	Amount Bid
0055	3317000000-N	SP	GUARDRAIL ANCHOR UNITS, TYPE B-77	1 EA	1,995.00	1,995.00
0056	3345000000-E	864	REMOVE & RESET EXISTING GUARDRAIL	10,600 LF	5.50	58,300.00
0057	3360000000-E	863	REMOVE EXISTING GUARDRAIL	2,900 LF	1.00	2,900.00
0058	3387000000-N	SP	TEMPORARY GUARDRAIL ANCHOR UNITS, TYPE ***** (B-77)	3 EA	1,400.00	4,200.00
0059	3503000000-E	866	WOVEN WIRE FENCE, 47" FABRIC	2,130 LF	3.80	8,094.00
0060	3509000000-E	866	4" TIMBER FENCE POSTS, 7'-6" LONG	130 EA	26.00	3,380.00
0061	3515000000-E	866	5" TIMBER FENCE POSTS, 8'-0" LONG	50 EA	40.00	2,000.00
0062	3628000000-E	876	RIP RAP, CLASS I	1,170 TON	86.50	101,205.00
0063	3635000000-E	876	RIP RAP, CLASS II	500 TON	73.11	36,555.00
0064	3642000000-E	876	RIP RAP, CLASS A	1,800 TON	93.11	167,598.00
0065	3649000000-E	876	RIP RAP, CLASS B	360 TON	92.05	33,138.00
0066	3651000000-E	SP	BOULDERS	1,000 TON	127.90	127,900.00
0067	3656000000-E	876	GEOTEXTILE FOR DRAINAGE	6,740 SY	3.85	25,949.00
0068	3678000000-E	SP	GENERIC EROSION CONTROL ITEM PRECAST GRAVITY RETAINING WALLS	850 SF	75.40	64,090.00
0069	4400000000-E	1110	WORK ZONE SIGNS (STATIONARY)	588 SF	4.98	2,928.24
0070	4405000000-E	1110	WORK ZONE SIGNS (PORTABLE)	192 SF	8.77	1,683.84
0071	4415000000-N	1115	FLASHING ARROW BOARD	4 EA	1,765.50	7,062.00
0072	4420000000-N	1120	PORTABLE CHANGEABLE MESSAGE SIGN	2 EA	6,099.00	12,198.00
0073	4430000000-N	1130	DRUMS	385 EA	75.14	28,928.90

## Contract Item Sheets For C204533

Line #	ItemNumber	Sec #	Description	Quantity Unit	Unit Bid Price	Amount Bid
0074	4465000000-N	1160	TEMPORARY CRASH CUSHIONS	3 EA	9,150.00	27,450.00
0075	4470000000-N	1160	REMOVE & RESET TEMPORARY CRASH CUSHION	1 EA	2,750.00	2,750.00
0076	4480000000-N	1165	TMA	2 EA	8,132.00	16,264.00
0077	4490000000-E	1170	PORTABLE CONCRETE BARRIER (ANCHORED)	9,912 LF	50.90	504,520.80
0078	4500000000-E	1170	REMOVE AND RESET PORTABLE CONCRETE BARRIER	2,090 LF	4.95	10,345.50
0079	4505000000-E	1170	REMOVE & RESET PORTABLE CONCRETE BARRIER (ANCHORED)	4,536 LF	20.00	90,720.00
0080	4650000000-N	1251	TEMPORARY RAISED PAVEMENT MARKERS	157 EA	1.50	235.50
0081	4720000000-E	1205	THERMOPLASTIC PAVEMENT MARKING CHARACTER (90 MILS)	4 EA	150.00	600.00
0082	4725000000-E	1205	THERMOPLASTIC PAVEMENT MARKING SYMBOL (90 MILS)	14 EA	85.00	1,190.00
0083	4810000000-E	1205	PAINT PAVEMENT MARKING LINES (4")	66,478 LF	0.30	19,943.40
0084	4815000000-E	1205	PAINT PAVEMENT MARKING LINES (6")	1,078 LF	0.45	485.10
0085	4820000000-E	1205	PAINT PAVEMENT MARKING LINES (8")	4,441 LF	0.60	2,664.60
0086	4825000000-E	1205	PAINT PAVEMENT MARKING LINES (12")	1,924 LF	0.90	1,731.60
0087	4840000000-N	1205	PAINT PAVEMENT MARKING CHARACTER	12 EA	50.00	600.00
0088	4845000000-N	1205	PAINT PAVEMENT MARKING SYMBOL	18 EA	50.00	900.00
0089	4850000000-E	1205	REMOVAL OF PAVEMENT MARKING LINES (4")	25,298 LF	1.00	25,298.00
0090	4855000000-E	1205	REMOVAL OF PAVEMENT MARKING LINES (6")	75 LF	1.50	112.50

## Contract Item Sheets For C204533

Line #	ItemNumber	Sec #	Description	Quantity Unit	Unit Bid Price	Amount Bid
0091	4860000000-E	1205	REMOVAL OF PAVEMENT MARKING LINES (8")	2,384 LF	2.00	4,768.00
0092	4890000000-E	SP	GENERIC PAVEMENT MARKING ITEM POLYUREA PAVEMENT MARKING LINES, 12" 20 MILS (STANDARD GLASS BEADS)	2,280 LF	1.30	2,964.00
0093	4890000000-E	SP	GENERIC PAVEMENT MARKING ITEM POLYUREA PAVEMENT MARKING LINES, 6" 20 MILS (STANDARD GLASS BEADS)	26,650 LF	0.85	22,652.50
0094	4905000000-N	1253	SNOWPLOWABLE PAVEMENT MARKERS	490 EA	36.00	17,640.00
0095	5255000000-N	1413	PORTABLE LIGHTING	Lump Sum LS	115,000.00	115,000.00
0096	6000000000-E	1605	TEMPORARY SILT FENCE	24,790 LF	2.25	55,777.50
0097	6006000000-E	1610	STONE FOR EROSION CONTROL, CLASS A	225 TON	67.80	15,255.00
0098	6009000000-E	1610	STONE FOR EROSION CONTROL, CLASS B	1,215 TON	1.00	1,215.00
0099	6012000000-E	1610	SEDIMENT CONTROL STONE	780 TON	1.00	780.00
0100	6015000000-E	1615	TEMPORARY MULCHING	9 ACR	2,000.00	18,000.00
0101	6018000000-E	1620	SEED FOR TEMPORARY SEEDING	600 LB	1.00	600.00
0102	6021000000-E	1620	FERTILIZER FOR TEMPORARY SEED-ING	3 TON	100.00	300.00
0103	6024000000-E	1622	TEMPORARY SLOPE DRAINS	200 LF	21.40	4,280.00
0104	6029000000-E	SP	SAFETY FENCE	5,240 LF	2.00	10,480.00
0105	6030000000-E	1630	SILT EXCAVATION	1,110 CY	10.60	11,766.00
0106	6036000000-E	1631	MATTING FOR EROSION CONTROL	14,280 SY	1.00	14,280.00
0107	6037000000-E	SP	COIR FIBER MAT	29,100 SY	3.40	98,940.00
0108	6042000000-E	1632	1/4" HARDWARE CLOTH	1,380 LF	5.00	6,900.00

## Contract Item Sheets For C204533

Line #	ItemNumber	Sec #	Description	Quantity Unit	Unit Bid Price	Amount Bid
0109	6070000000-N	1639	SPECIAL STILLING BASINS	5 EA	750.00	3,750.00
0110	6071012000-E	SP	COIR FIBER WATTLE	1,440 LF	9.00	12,960.00
0111	6071020000-E	SP	POLYACRYLAMIDE (PAM)	340 LB	8.00	2,720.00
0112	6071030000-E	1640	COIR FIBER BAFFLE	310 LF	7.00	2,170.00
0113	6071050000-E	SP	*** SKIMMER (1-1/2")	2 EA	1,037.65	2,075.30
0114	6084000000-E	1660	SEEDING & MULCHING	15 ACR	2,200.00	33,000.00
0115	6087000000-E	1660	MOWING	9 ACR	200.00	1,800.00
0116	6090000000-E	1661	SEED FOR REPAIR SEEDING	100 LB	11.00	1,100.00
0117	6093000000-E	1661	FERTILIZER FOR REPAIR SEEDING	0.5 TON	1,000.00	500.00
0118	6096000000-E	1662	SEED FOR SUPPLEMENTAL SEEDING	325 LB	8.00	2,600.00
0119	6108000000-E	1665	FERTILIZER TOPDRESSING	9.75 TON	700.00	6,825.00
0120	6111000000-E	SP	IMPERVIOUS DIKE	245 LF	50.00	12,250.00
0121	6114500000-N	1667	SPECIALIZED HAND MOWING	10 MHR	200.00	2,000.00
0122	6117000000-N	SP	RESPONSE FOR EROSION CONTROL	25 EA	200.00	5,000.00
0123	6117500000-N	SP	CONCRETE WASHOUT STRUCTURE	4 EA	1,750.00	7,000.00
0124	6123000000-E	1670	REFORESTATION	4 ACR	1,500.00	6,000.00
0125	6126000000-E	SP	STREAMBANK REFORESTATION	9 ACR	2,400.00	21,600.00
0126	6133000000-N	SP	GENERIC EROSION CONTROL ITEM CONSTRUCTION, MAINTENANCE, & REMOVAL OF TEMP ACCESS AT STA 66+62-Y4-RT	Lump Sum LS	275,000.00	275,000.00
0127	6133000000-N	SP	GENERIC EROSION CONTROL ITEM PUMP-AROUND OPERATION	Lump Sum LS	50,900.00	50,900.00

## Contract Item Sheets For C204533

Line #	ItemNumber	Sec #	Description	Quantity Unit	Unit Bid Price	Amount Bid
0128	6133000000-N	SP	GENERIC EROSION CONTROL ITEM STREAM INTAKE VAULT	Lump Sum LS	53,429.41	53,429.41
0129	6133000000-N	SP	GENERIC EROSION CONTROL ITEM SURVEYING FOR MITIGATION	Lump Sum LS	19,095.00	19,095.00
0130	6135000000-E	SP	GENERIC EROSION CONTROL ITEM COMPOST BLANKET	5 ACR	20,335.00	101,675.00
0131	6138000000-E	SP	GENERIC EROSION CONTROL ITEM BLANKET DRAIN	1,350 CY	66.40	89,640.00
0132	6138000000-E	SP	GENERIC EROSION CONTROL ITEM BORROW FOR STREAM RELOCATION	25,000 CY	18.10	452,500.00
0133	6138000000-E	SP	GENERIC EROSION CONTROL ITEM DAM EMBANKMENT EARTH FILL	4,850 CY	22.45	108,882.50
0134	6138000000-E	SP	GENERIC EROSION CONTROL ITEM IMPERVIOUS SELECT MATERIAL	700 CY	58.15	40,705.00
0135	6138000000-E	SP	GENERIC EROSION CONTROL ITEM UNCLASSIFIED FOR STREAM RELOCATION	34,000 CY	13.35	453,900.00
0136	6138000000-E	SP	GENERIC EROSION CONTROL ITEM UNDERCUT FOR STREAM RELOCATION	13,000 CY	27.20	353,600.00
0137	6141000000-E	SP	GENERIC EROSION CONTROL ITEM TYPE 2 GEOTEXTILE	1,050 SY	2.23	2,341.50
0138	6147000000-E	SP	GENERIC EROSION CONTROL ITEM TOE WOOD PROTECTION	400 LF	111.36	44,544.00
0139	6900000000-E	SP	TOPSOIL	3,600 CY	24.75	89,100.00



## Contract Item Sheets For C204533

Line #	ItemNumber	Sec #	Description	Quantity Unit	Unit Bid Price	Amount Bid
0140	8126000000-N	414	CULVERT EXCAVATION, STA ***** (45+66.21 -Y4-)	Lump Sum LS	150,000.00	150,000.00
0141	8133000000-E	414	FOUNDATION CONDITIONING MATERIAL, BOX CULVERT	77 TON	55.00	4,235.00
0142	8196000000-E	420	CLASS A CONCRETE (CULVERT)	162.8 CY	925.00	150,590.00
0143	8245000000-E	425	REINFORCING STEEL (CULVERT)	24,326 LB	1.50	36,489.00

TOTAL AMOUNT OF BID FOR ENTIRE PROJECT

\$9,433,922.30

1056/May03/Q481621.77/D543140912000/E143

C204533

Contract No. \_\_\_\_\_  
County Forsyth

Rev. 1-16-18

**EXECUTION OF CONTRACT  
NON-COLLUSION, DEBARMENT AND GIFT BAN CERTIFICATION****CORPORATION**

The Contractor declares (or certifies, verifies, or states) under penalty of perjury under the laws of the United States that neither he, nor any official, agent or employee has entered into any agreement, participated in any collusion, or otherwise taken any action which is in restraint of free competitive bidding in connection with this Contract, that the Contractor has not been convicted of violating *N.C.G.S. § 133-24* within the last three years, and that the Contractor intends to do the work with its own bonafide employees or subcontractors and did not bid for the benefit of another contractor.

By submitting this Execution of Contract, Non-Collusion and Debarment Certification, the Contractor is certifying his status under penalty of perjury under the laws of the United States in accordance with the Debarment Certification attached, provided that the Debarment Certification also includes any required statements concerning exceptions that are applicable.

*N.C.G.S. § 133-32* and Executive Order 24 prohibit the offer to, or acceptance by, any State Employee of any gift from anyone with a contract with the State, or from any person seeking to do business with the State. By execution of any response in this procurement, you attest, for your entire organization and its employees or agents, that you are not aware that any such gift has been offered, accepted, or promised by any employees of your organization.

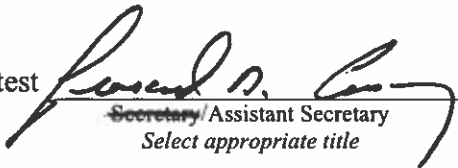
**SIGNATURE OF CONTRACTOR**APAC-Atlantic, Inc. Thompson-Arthur Division

Full name of Corporation

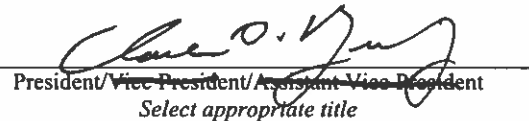
PO Box 21088, Greensboro, NC 27420

Address as Prequalified

Attest

  
~~Secretary~~ / Assistant Secretary  
Select appropriate title

By

  
President / Vice President / Assistant Vice President  
Select appropriate titleLeonard D. Conway

Print or type Signer's name

Clarence O. Brickey

Print or type Signer's name

**CORPORATE SEAL**

## DEBARMENT CERTIFICATION

### Conditions for certification:

1. The prequalified bidder shall provide immediate written notice to the Department if at any time the bidder learns that his certification was erroneous when he submitted his debarment certification or explanation filed with the Department, or has become erroneous because of changed circumstances.
2. The terms *covered transaction, debarred, suspended, ineligible, lower tier covered transaction, participant, person, primary covered transaction, principal, proposal, and voluntarily excluded*, as used in this provision, have the meanings set out in the Definitions and Coverage sections of the rules implementing Executive Order 12549. A copy of the Federal Rules requiring this certification and detailing the definitions and coverages may be obtained from the Contract Officer of the Department.
3. The prequalified bidder agrees by submitting this form, that he will not knowingly enter into any lower tier covered transaction with a person who is debarred, suspended, declared ineligible, or voluntarily excluded from participation in NCDOT contracts, unless authorized by the Department.
4. For Federal Aid projects, the prequalified bidder further agrees that by submitting this form he will include the Federal-Aid Provision titled *Required Contract Provisions Federal-Aid Construction Contract (Form FHWA PR 1273)* provided by the Department, without subsequent modification, in all lower tier covered transactions.
5. The prequalified bidder may rely upon a certification of a participant in a lower tier covered transaction that he is not debarred, suspended, ineligible, or voluntarily excluded from the covered transaction, unless he knows that the certification is erroneous. The bidder may decide the method and frequency by which he will determine the eligibility of his subcontractors.
6. Nothing contained in the foregoing shall be construed to require establishment of a system of records in order to render in good faith the certification required by this provision. The knowledge and information of a participant is not required to exceed that which is normally possessed by a prudent person in the ordinary course of business dealings.
7. Except as authorized in paragraph 6 herein, the Department may terminate any contract if the bidder knowingly enters into a lower tier covered transaction with a person who is suspended, debarred, ineligible, or voluntarily excluded from participation in this transaction, in addition to other remedies available by the Federal Government.

**DEBARMENT CERTIFICATION**

The prequalified bidder certifies to the best of his knowledge and belief, that he and his principals:

- a. Are not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from covered transactions by any Federal department or agency;
- b. Have not within a three-year period preceding this proposal been convicted of or had a civil judgment rendered against them for commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (Federal, State or local) transaction or contract under a public transaction; violation of Federal or State antitrust statutes or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records; making false statements; or receiving stolen property;
- c. Are not presently indicted for or otherwise criminally or civilly charged by a governmental entity (Federal, State or local) with commission of any of the offenses enumerated in paragraph b. of this certification; and
- d. Have not within a three-year period preceding this proposal had one or more public transactions (Federal, State or local) terminated for cause or default.
- e. Will submit a revised Debarment Certification immediately if his status changes and will show in his bid proposal an explanation for the change in status.

If the prequalified bidder cannot certify that he is not debarred, he shall provide an explanation with this submittal. An explanation will not necessarily result in denial of participation in a contract.

Failure to submit a non-collusion and debarment certification will result in the prequalified bidder's bid being considered non-responsive.

☐

Check here if an explanation is attached to this certification.

Contract No. C204533

County (ies): Forsyth

ACCEPTED BY THE  
DEPARTMENT OF TRANSPORTATION

DocuSigned by:

*Ronald E. Davenport, Jr.*

F81B6038A47A442...

Contract Officer

5/15/2021

Date

Execution of Contract and Bonds  
Approved as to Form:

DocuSigned by:

*Colin Justice*

1889E4C5ADF14AE...

Attorney General

5/12/2021

Date

Signature Sheet (Bid - Acceptance by Department)

Contract No. C204533  
County Forsyth

Rev 5-17-11

## CONTRACT PAYMENT BOND

Date of Payment Bond Execution 05/03/2021

Name of Principal Contractor APAC - Atlantic, Inc. - Thompson-Arthur Division

Name of Surety: Liberty Mutual Insurance Company

Name of Contracting Body: North Carolina Department of Transportation  
Raleigh, North Carolina

Amount of Bond: \$9,433,922.30

Contract ID No.: C204533

County Name: Forsyth

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

C204533  
Forsyth

Rev 5-17-11

## CONTRACT PAYMENT BOND

*Affix Seal of Surety Company*



Liberty Mutual Insurance Company

Print or type Surety Company Name

By Tannis Mattson, Attorney-in-Fact

Print, stamp or type name of Attorney-in-Fact

A handwritten signature in blue ink, appearing to read "Tannis Mattson", written over a horizontal line.

Signature of Attorney-in-Fact

A handwritten signature in blue ink, appearing to read "Sandra Parker", written over a horizontal line.

Signature of Witness

Sandra Parker, Witness

Print or type Signer's name

2929 Allen Parkway, Suite 2500, Houston, TX 77019

Address of Attorney-in-Fact

Contract No. C204533  
County Forsyth

Rev 5-17-11

**CONTRACT PAYMENT BOND**

**CORPORATION**

SIGNATURE OF CONTRACTOR (Principal)

APAC - Atlantic, Inc. - Thompson-Arthur Division

Full name of Corporation

P.O. Box 21088, Greensboro, NC 27420

Address as prequalified

By

*Clarence O. Bickley*

Signature of President, ~~Vice President, Assistant Vice President~~  
Select appropriate title

*Clarence O. Bickley*

Print or type Signer's name

*Affix Corporate Seal*

Attest

*Leonard D. Conway*

Signature of ~~Secretary~~, Assistant Secretary  
Select appropriate title



Leonard D Conway

Print or type Signer's name



Contract No. C204533  
County Forsyth

Rev 5-17-11

Bond #014223437

### CONTRACT PERFORMANCE BOND

Date of Performance Bond Execution: 05/03/2021

Name of Principal Contractor: APAC - Atlantic, Inc. - Thompson-Arthur Division

Name of Surety: Liberty Mutual Insurance Company

Name of Contracting Body: North Carolina Department of Transportation  
Raleigh, North Carolina

Amount of Bond: \$9,433,922.30

Contract ID No.: C204533

County Name: Forsyth

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. C204533  
County Forsyth

Rev 5-17-11

### CONTRACT PERFORMANCE BOND

*Affix Seal of Surety Company*



Liberty Mutual Insurance Company

Print or type Surety Company Name

By Tannis Mattson, Attorney-in-Fact

Print, stamp or type name of Attorney-in-Fact

Signature of Attorney-in-Fact

Signature of Witness

Sandra Parker, Witness

Print or type Signer's name

2929 Allen Parkway, Suite 2500, Houston, TX 77019

Address of Attorney-in-Fact

Contract No. C204533  
County Forsyth

Rev 5-17-11

**CONTRACT PERFORMANCE BOND**

**CORPORATION**

SIGNATURE OF CONTRACTOR (Principal)

Bond #014223437

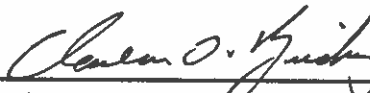
APAC - Atlantic, Inc. - Thompson-Arthur Division

Full name of Corporation

P.O. Box 21088, Greensboro, NC 27420

Address as prequalified

By



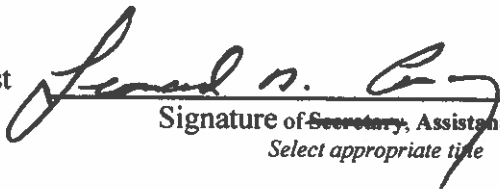
Signature of President, ~~Vice President~~, Assistant Vice President  
Select appropriate title

*Charles O. Bickley*

Print or type Signer's name

*Affix Corporate Seal*

Attest



Signature of ~~Secretary~~, Assistant Secretary  
Select appropriate title

Leonard D. Conway

Print or type Signer's name





**Liberty  
Mutual.**  
SURETY

This Power of Attorney limits the acts of those named herein, and they have no authority to bind the Company except in the manner and to the extent herein stated.

Liberty Mutual Insurance Company  
The Ohio Casualty Insurance Company  
West American Insurance Company

Certificate No: 8202570 - 022029

## POWER OF ATTORNEY

KNOWN ALL PERSONS BY THESE PRESENTS: That The Ohio Casualty Insurance Company is a corporation duly organized under the laws of the State of New Hampshire, that Liberty Mutual Insurance Company is a corporation duly organized under the laws of the State of Massachusetts, and West American Insurance Company is a corporation duly organized under the laws of the State of Indiana (herein collectively called the "Companies"), pursuant to and by authority herein set forth, does hereby name, constitute and appoint, Orlando Aguirre, Mario Arzamendi, Mary Ann Garcia, Tannis Mattson, Sandra Parker, Gina A. Rodriguez, Laura E. Sudduth, Amanda Turman-Avina, Misty Witt

all of the city of Houston state of TX each individually if there be more than one named, its true and lawful attorney-in-fact to make, execute, seal, acknowledge and deliver, for and on its behalf as surety and as its act and deed, any and all undertakings, bonds, recognizances and other surety obligations, in pursuance of these presents and shall be as binding upon the Companies as if they have been duly signed by the president and attested by the secretary of the Companies in their own proper persons.

IN WITNESS WHEREOF, this Power of Attorney has been subscribed by an authorized officer or official of the Companies and the corporate seals of the Companies have been affixed thereto this 12th day of November, 2019.



Liberty Mutual Insurance Company  
The Ohio Casualty Insurance Company  
West American Insurance Company

By:

*David M. Carey*  
David M. Carey, Assistant Secretary

State of PENNSYLVANIA  
County of MONTGOMERY

On this 12th day of November, 2019 before me personally appeared David M. Carey, who acknowledged himself to be the Assistant Secretary of Liberty Mutual Insurance Company, The Ohio Casualty Company, and West American Insurance Company, and that he, as such, being authorized so to do, execute the foregoing instrument for the purposes therein contained by signing on behalf of the corporations by himself as a duly authorized officer.

IN WITNESS WHEREOF, I have hereunto subscribed my name and affixed my notarial seal at King of Prussia, Pennsylvania, on the day and year first above written.



COMMONWEALTH OF PENNSYLVANIA  
Notarial Seal  
Teresa Pastella, Notary Public  
Upper Merion Twp., Montgomery County  
My Commission Expires March 28, 2021  
Member, Pennsylvania Association of Notaries

By:

*Teresa Pastella*  
Teresa Pastella, Notary Public

This Power of Attorney is made and executed pursuant to and by authority of the following By-laws and Authorizations of The Ohio Casualty Insurance Company, Liberty Mutual Insurance Company, and West American Insurance Company which resolutions are now in full force and effect reading as follows:

### ARTICLE IV - OFFICERS: Section 12. Power of Attorney.

Any officer or other official of the Corporation authorized for that purpose in writing by the Chairman or the President, and subject to such limitation as the Chairman or the President may prescribe, shall appoint such attorneys-in-fact, as may be necessary to act in behalf of the Corporation to make, execute, seal, acknowledge and deliver as surety any and all undertakings, bonds, recognizances and other surety obligations. Such attorneys-in-fact, subject to the limitations set forth in their respective powers of attorney, shall have full power to bind the Corporation by their signature and execution of any such instruments and to attach thereto the seal of the Corporation. When so executed, such instruments shall be as binding as if signed by the President and attested to by the Secretary. Any power or authority granted to any representative or attorney-in-fact under the provisions of this article may be revoked at any time by the Board, the Chairman, the President or by the officer or officers granting such power or authority.

### ARTICLE XIII - Execution of Contracts: Section 5. Surety Bonds and Undertakings.

Any officer of the Company authorized for that purpose in writing by the chairman or the president, and subject to such limitations as the chairman or the president may prescribe, shall appoint such attorneys-in-fact, as may be necessary to act in behalf of the Company to make, execute, seal, acknowledge and deliver as surety any and all undertakings, bonds, recognizances and other surety obligations. Such attorneys-in-fact subject to the limitations set forth in their respective powers of attorney, shall have full power to bind the Company by their signature and execution of any such instruments and to attach thereto the seal of the Company. When so executed such instruments shall be as binding as if signed by the president and attested by the secretary.

**Certificate of Designation** - The President of the Company, acting pursuant to the Bylaws of the Company, authorizes David M. Carey, Assistant Secretary to appoint such attorneys-in-fact as may be necessary to act on behalf of the Company to make, execute, seal, acknowledge and deliver as surety any and all undertakings, bonds, recognizances and other surety obligations.

**Authorization** - By unanimous consent of the Company's Board of Directors, the Company consents that facsimile or mechanically reproduced signature of any assistant secretary of the Company, wherever appearing upon a certified copy of any power of attorney issued by the Company in connection with surety bonds, shall be valid and binding upon the Company with the same force and effect as though manually affixed.

I, Renee C. Llewellyn, the undersigned, Assistant Secretary, The Ohio Casualty Insurance Company, Liberty Mutual Insurance Company, and West American Insurance Company do hereby certify that the original power of attorney of which the foregoing is a full, true and correct copy of the Power of Attorney executed by said Companies, is in full force and effect and has not been revoked.

IN TESTIMONY WHEREOF, I have hereunto set my hand and affixed the seals of said Companies this 3rd day of February, 2020.



By:

*Renee C. Llewellyn*  
Renee C. Llewellyn, Assistant Secretary

Not valid for mortgage, note, loan, letter of credit, currency rate, interest rate or residual value guarantees.

To confirm the validity of this Power of Attorney call 1-810-822-8240 between 9:00 am and 4:30 pm EST on any business day.