

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

C204722

CONTRACT AND
CONTRACT BONDS
FOR CONTRACT NO. C204722

WBS 47092.3.1 STATE FUNDED

T.I.P NO. R-5819, R-5820

COUNTY OF COLUMBUS

THIS IS THE ROADWAY & STRUCTURE CONTRACT

ROUTE NUMBER US-74/76 LENGTH 2.202 MILES

LOCATION INTERSECTIONS OF US-74/76 AT SR-1740 (OLD LAKE RD) AND SR-1735 (CHANCEY TOWN RD).

CONTRACTOR BMCO CONSTRUCTION, INC.

ADDRESS P.O. BOX 1361
LUMBERTON, NC 283591361

BIDS OPENED JUNE 21, 2022

CONTRACT EXECUTION 07/21/2022

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

PROPOSAL

INCLUDES ADDENDUM No.1 DATED 06-06-2022

DATE AND TIME OF BID OPENING: **Jun 21, 2022 AT 02:00 PM**

CONTRACT ID C204722
WBS 47092.3.1

FEDERAL-AID NO. STATE FUNDED
COUNTY COLUMBUS
T.I.P NO. R-5819, R-5820
MILES 2.202
ROUTE NO. US-74/76
LOCATION INTERSECTIONS OF US-74/76 AT SR-1740 (OLD LAKE RD) AND SR-1735
(CHANCEY TOWN RD).

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

NOTICE:

ALL BIDDERS SHALL COMPLY WITH ALL APPLICABLE LAWS REGULATING THE PRACTICE OF GENERAL CONTRACTING AS CONTAINED IN CHAPTER 87 OF THE GENERAL STATUTES OF NORTH CAROLINA WHICH REQUIRES THE BIDDER TO BE LICENSED BY THE N.C. LICENSING BOARD FOR CONTRACTORS WHEN BIDDING ON ANY NON-FEDERAL AID PROJECT WHERE THE BID IS \$30,000 OR MORE, EXCEPT FOR CERTAIN SPECIALTY WORK AS DETERMINED BY THE LICENSING BOARD. BIDDERS SHALL ALSO COMPLY WITH ALL OTHER APPLICABLE LAWS REGULATING THE PRACTICES OF ELECTRICAL, PLUMBING, HEATING AND AIR CONDITIONING AND REFRIGERATION CONTRACTING AS CONTAINED IN CHAPTER 87 OF THE GENERAL STATUTES OF NORTH CAROLINA. NOTWITHSTANDING THESE LIMITATIONS ON BIDDING, THE BIDDER WHO IS AWARDED ANY FEDERAL - AID FUNDED PROJECT SHALL COMPLY WITH CHAPTER 87 OF THE GENERAL STATUTES OF NORTH CAROLINA FOR LICENSING REQUIREMENTS WITHIN 60 CALENDAR DAYS OF BID OPENING.

BIDS WILL BE RECEIVED AS SHOWN BELOW:

THIS IS A ROADWAY & STRUCTURE PROPOSAL

5% BID BOND OR BID DEPOSIT REQUIRED

**PROPOSAL FOR THE CONSTRUCTION OF
CONTRACT No. C204722 IN COLUMBUS 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. C204722 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. C204722 in Columbus 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 Elton Davenport, Jr.

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PROJECT SPECIAL PROVISIONS**GENERAL****INTERESTED PARTIES LIST:**

(6-21-22)

102

SP1 G02

Revise the *2018 Standard Specifications* as follows:

Page 1-12, Article 102-3 PROPOSALS AND PLAN HOLDER LISTS, lines 45-49, delete and replace with the following:

102-3 PROPOSALS AND INTERESTED PARTIES LIST

On Department projects advertised the prospective bidder shall sign up on the *Interested Parties List* for which he intends to submit a bid. There is no cost for signing up on the *Interested Parties List*.

Page 1-12, Article 102-3 PROPOSALS AND PLAN HOLDER LISTS, lines 1-3, delete and replace the first sentence of the second paragraph with the following:

The proposal will state the location of the contemplated construction and show a schedule of contract items with the approximate quantity of each of these items for which bid prices are invited.

Page 1-14, Article 102-8 PREPARATION AND SUBMISSION OF BIDS, lines 30-31, delete and replace the first paragraph with the following:

Prior to submitting a bid on a project, the bidder shall sign up on the *Interested Parties List* in conformance with Article 102-3. The bidder shall submit a unit or lump sum price for every item in the proposal other than items that are authorized alternates to those items for which a bid price has been submitted.

CONTRACT TIME AND LIQUIDATED DAMAGES:

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

108

SP1 G07 A

The date of availability for this contract is **August 1, 2022**, except that work in jurisdictional waters and wetlands shall not begin until a meeting between the DOT, Regulatory Agencies, and the Contractor is held as stipulated in the permits contained elsewhere in this proposal. This delay in availability has been considered in determining the contract time for this project.

The completion date for this contract is **January 11, 2026**.

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 **August 1, 2022**.

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

The liquidated damages for this intermediate contract time are **Three Thousand Dollars (\$ 3,000.00)** 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 **the following roads** during the following time restrictions:

DAY AND TIME RESTRICTIONS

US 74/76

From Friday at 12:00 P.M. until Monday at 12:00 A.M.

SR 1740 (Old Lake Road)

Monday thru Friday, 6:00 A.M. to 8:30 A.M.

In addition, the Contractor shall not close or narrow a lane of traffic on **Any Road**, 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 31st and **9:00 P.M.** January 2nd. If New Year's Day is on a Friday, Saturday, Sunday or Monday, then until **9:00 P.M.** the following Tuesday.
3. For **Easter**, between the hours of **6:00 A.M.** Thursday and **9:00 P.M.** Monday.
4. For **Memorial Day**, between the hours of **6:00 A.M.** Friday and **9:00 P.M.** Tuesday.
5. For **Independence Day**, between the hours of **6:00 A.M.** the day before Independence Day and **9:00 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 **9:00 P.M.** the Tuesday after Independence Day.
6. For **Labor Day**, between the hours of **6:00 A.M.** Friday and **9:00 P.M.** Tuesday.
7. For **Thanksgiving**, between the hours of **6:00 A.M.** Tuesday and **9:00 P.M.** Monday.
8. For **Christmas**, between the hours of **6:00 A.M.** the Friday before the week of Christmas Day and **9:00 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 **Two Hundred Fifty Dollars (\$ 250.00)** per hour.

INTERMEDIATE CONTRACT TIME NUMBER 3 AND LIQUIDATED DAMAGES:

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

108

SP1 G14 E

The Contractor shall complete the required work of installing, maintaining, and removing the traffic control devices for road closures and restoring traffic to the existing traffic pattern. The Contractor shall not close **US 74/76** during the following time restrictions:

DAY AND TIME RESTRICTIONS**Monday thru Thursday, 6:00 A.M. to 11:00 P.M.****From Friday at 6:00 A.M. until Monday at 12:00 A.M.**

The maximum allowable time for girder installation is **thirty (30)** minutes for **US 74/76**. The Contractor shall reopen the travel lanes to traffic until any resulting traffic queue is depleted.

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

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

The liquidated damages are **Two Hundred Fifty Dollars (\$ 250.00)** per fifteen (15) minute time period.

INTERMEDIATE CONTRACT TIME NUMBER 4 AND LIQUIDATED DAMAGES:

(2-20-07) (Rev. 6-18-13)

108

SP1 G14 H

The Contractor shall complete the work required of **Area I, Phase II, Step #3** as shown on Sheet **TMP-3** and shall place and maintain traffic on same.

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

The completion date for this intermediate contract time is the date which is **fourteen (14)** consecutive calendar days after and including the date the Contractor begins this work.

The liquidated damages are **One Thousand Dollars (\$ 1,000.00)** per calendar day.

INTERMEDIATE CONTRACT TIME NUMBER 5 AND LIQUIDATED DAMAGES:

(2-20-07) (Rev. 6-18-13)

108

SP1 G14 H

The Contractor shall complete the work required of **Area II, Phase IVA, Steps #2 thru #5** as shown on Sheet **TMP-3C** and shall place and maintain traffic on same.

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

The completion date for this intermediate contract time is the date which is **fourteen (14)** consecutive calendar days after and including the date the Contractor begins this work.

The liquidated damages are **One Thousand Dollars (\$ 1,000.00)** per calendar day.

PERMANENT VEGETATION ESTABLISHMENT:

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

104

SP1 G16

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

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

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

CONSTRUCTION MORATORIUM:

(1-19-16) (Rev. 5-21-21)

SP1 G18C

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

DELAY IN RIGHT OF ENTRY:

(7-1-95)

108

SP1 G22 B

The Contractor will not be allowed right of entry to the following parcels prior to the listed dates unless otherwise permitted by the Engineer.

<u>Parcel No.</u>	<u>Property Owner</u>	<u>Date</u>
005Z	Boys and Girls Homes of NC, INC	07/04/22
021	Giles Edwin Byrd	06/02/22
024	Gladys J. Boone	06/02/22
032	RMS Timberland, LLC	06/02/22
046	Terry Cockerham 2001 Trust	07/04/22
048	Ceasar Lavendar, Sr	06/02/22

MAJOR CONTRACT ITEMS:

(2-19-02)

104

SP1 G28

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

Line #	Description
9	Borrow Excavation

SPECIALTY ITEMS:

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

108-6

SP1 G37

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

Line #	Description
101-108	Guardrail
109-112	Fencing
116-127	Signing
145-151, 163	Long-Life Pavement Markings
164	Permanent Pavement Markers
165-180	Utility Construction
181-211	Erosion Control

FUEL PRICE ADJUSTMENT:

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

109-8

SP1 G43

Revise the 2018 Standard Specifications as follows:

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

The base index price for DIESEL #2 FUEL is \$ **4.1485** per gallon. Where any of the following are included as pay items in the contract, they will be eligible for fuel price adjustment.

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

Description	Units	Fuel Usage Factor Diesel
Unclassified Excavation	Gal/CY	0.29
Borrow Excavation	Gal/CY	0.29
Class IV Subgrade Stabilization	Gal/Ton	0.55
Aggregate Base Course	Gal/Ton	0.55
Sub-Ballast	Gal/Ton	0.55

Asphalt Concrete Base Course, Type _____	Gal/Ton	0.90 or 2.90
Asphalt Concrete Intermediate Course, Type _____	Gal/Ton	0.90 or 2.90
Asphalt Concrete Surface Course, Type _____	Gal/Ton	0.90 or 2.90
Open-Graded Asphalt Friction Course	Gal/Ton	0.90 or 2.90
Permeable Asphalt Drainage Course, Type _____	Gal/Ton	0.90 or 2.90
Sand Asphalt Surface Course, Type _____	Gal/Ton	0.90 or 2.90
Aggregate for Cement Treated Base Course	Gal/Ton	0.55
Portland Cement for Cement Treated Base Course	Gal/Ton	0.55
____ " Portland Cement Concrete Pavement	Gal/SY	0.245
Concrete Shoulders Adjacent to ____ " Pavement	Gal/SY	0.245

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

<https://connect.ncdot.gov/letting/LetCentral/Fuel%20Usage%20Factor%20Adjustment%20Form.pdf>

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

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

STEEL PRICE ADJUSTMENT:

(4-19-22)

SP1 G47

Description and Purpose

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

Eligible Items

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

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

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

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

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

Bid Submittal Requirements

The successful bidder, within 14 calendar days after the notice of award is received by him, shall provide the completed Form SPA-1 to the Department. Form SPA-1 can be found on the Departments website at the following address:

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

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

Establishing the Base Price

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

The bidding index for Category 1 Steel items is \$56.50 per hundredweight.
The bidding index for Category 2 Steel items is \$90.16 per hundredweight.
The bidding index for Category 3 Steel items is \$74.50 per hundredweight.
The bidding index for Category 4 Steel items is \$72.48 per hundredweight.
The bidding index for Category 5 Steel items is \$67.41 per hundredweight.
The bidding index for Category 6 Steel items is \$98.25 per hundredweight.
The bidding index for Category 7 Steel items is \$61.71 per hundredweight.

The bidding index represents a selling price of steel based on Fastmarkets data for the month of April 2022.

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

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

<i>Steel Product (Title)</i>	BI, MI*	Adjustment Date for MI	Category
Reinforcing Steel, Bridge Deck, and SIP Forms	Based on one or more Fastmarkets indices	Delivery Date from Producing Mill	1
Structural Steel and Encasement Pipe	Based on one or more Fastmarkets indices	Delivery Date from Producing Mill	2
Steel H-Piles, Soldier Pile Walls	Based on one or more Fastmarkets indices	Delivery Date from Producing Mill	3
Guardrail and Pipe Piles Items	Based on one or more Fastmarkets indices	Material Received Date**	4
Fence Items	Based on one or more Fastmarkets indices	Material Received Date**	5
Overhead Sign Assembly, Signal Poles, High Mount Standards	Based on one or more Fastmarkets indices	Material Received Date**	6
Prestressed Concrete Members	Based on one or more Fastmarkets indices	Cast Date of Member	7

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

Submittal Requirements

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

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

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

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

Step 1 (Form SPA -2)

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

- a. Documentation package number: (Insert the contract line-item) - (Insert sequential package number beginning with "1").
Example: 412 - 1,
 412 - 2,
 424 - 1,
 424 - 2,
 424 - 3, etc.
- b. The steel product quantity in pounds
 - i. The following sources should be used, in declining order of precedence, to determine the weight of steel/iron, based on the Engineers decision:
 1. Department established weights of steel/iron by contract pay item per pay unit;
 2. Approved Shop Drawings;
 3. Verified Shipping Documents;
 4. Contract Plans;
 5. Standard Drawing Sheets;
 6. Industry Standards (i.e., AISC Manual of Steel Construction, AWWA Standards, etc.); and
 7. Manufacture's data.
 - ii. Any item requiring approved shop drawings shall have the weights of steel calculated and shown on the shop drawings or submitted and certified separately by the fabricator.
- c. The date the steel product, subject to adjustment, was shipped from the producing mill (Categories 1-3), received on the project (Categories 4-6), or casting date (Category 7).

Step 2 (Monthly Calculator Spreadsheet)

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

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

- 2) An affidavit signed by the Contractor stating the documentation provided in the NCDOT Steel Price Adjustment Calculator Spreadsheet is true and accurate.

Price Adjustment Conditions

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

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

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

Price Adjustment Calculations

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

Price increase/decrease will be computed as follows:

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

Where;

SPA = Steel price adjustment in dollars

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

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

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

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

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

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

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

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

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

When the steel product adjustment date, as defined in the Product Relationship Table, is after the approved contract completion date, the steel price adjustments will be based on the lesser value of either the MI for the month of the approved contract completion date or the MI for the actual adjustment date.

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

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

Extra Work/Force Account:

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

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

Examples Form SPA-2

Steel Price Adjustment Submission Form

Contract Number C203394 Bid Reference Month January 2019

Submittal Date 8/31/2019

Contract Line Item 237

Line Item Description APPROX....LBS Structural Steel

Sequential Submittal Number 2

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

Note: Attach the following supporting documentation to this form.

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

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

Printed Name

Signature

**Examples Form SPA-2
Steel Price Adjustment Submission Form**

Contract Number C203394 Bid Reference Month January 2019

Submittal Date August 31, 2019

Contract Line Item 237

Line Item Description SUPPORT, OVRHD SIGN STR -DFEB – STA 36+00

Sequential Submittal Number 2

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

Note: Attach the following supporting documentation to this form.

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

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

Printed Name

Signature

Price Adjustment Sample Calculation (increase)

Project bid on September 17, 2019

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

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

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

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

The Steel Price Adjustment formula is as follows:

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

Where; SPA = Steel price adjustment in dollars

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

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

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

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

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

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

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

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

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

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

Price Adjustment Sample Calculation (decrease)

Project bid on December 18, 2018

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

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

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

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

The Steel Price Adjustment formula is as follows:

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

Where; SPA = Steel price adjustment in dollars

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

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

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

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

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

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

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

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

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

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

Price Adjustment Sample Calculation (increase)

Project bid on July 16, 2020

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

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

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

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

The Steel Price Adjustment formula is as follows:

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

Where; SPA = Steel price adjustment in dollars

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

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

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

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

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

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

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

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

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

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

SCHEDULE OF ESTIMATED COMPLETION PROGRESS:

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

108-2

SP1 G58

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

<u>Fiscal Year</u>	<u>Progress (% of Dollar Value)</u>
2023	(7/01/22 - 6/30/23) 39% of Total Amount Bid
2024	(7/01/23 - 6/30/24) 36% of Total Amount Bid
2025	(7/01/24 - 6/30/25) 24% of Total Amount Bid
2026	(7/01/25 - 6/30/26) 1% of Total Amount Bid

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

MINORITY BUSINESS ENTERPRISE AND WOMEN BUSINESS ENTERPRISE:

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

102-15(J)

SP1 G66

Description

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

Definitions

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

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

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

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

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

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

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

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

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

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

North Carolina Unified Certification Program (NCUCP) - A program that provides comprehensive services and information to applicants for MBE/WBE certification. The MBE/WBE program follows the same regulations as the federal Disadvantaged Business Enterprise (DBE) program in accordance with 49 CFR Part 26.

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

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

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

Forms and Websites Referenced in this Provision

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

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

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

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

<http://connect.ncdot.gov/projects/construction/Construction%20Forms/Subcontract%20Approval%20Form%20Rev.%202012.zip>

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

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

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

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

Listing of MBE and WBE Subcontractors Form - Form for entering MBE/WBE subcontractors on a project that will meet the Combined MBE/WBE goal. This form is for paper bids only.

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

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

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

Combined MBE/WBE Goal

The Combined MBE/WBE Goal for this project is **6.0 %**

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

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

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

(B) Women Business Enterprises **3.0 %**

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

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

Directory of Transportation Firms (Directory)

Real-time information is available about firms doing business with the Department and firms that are certified through NCUCP in the Directory of Transportation Firms. Only firms identified in the Directory as MBE and WBE certified shall be used to meet the Combined MBE/WBE Goal. The Directory can be found at the following link.

<https://www.ebs.nc.gov/VendorDirectory/default.html>

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

Listing of MBE/WBE Subcontractors

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

(A) Electronic Bids

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

- (1) Submit the names and addresses of MBE and WBE firms identified to participate in the contract. If the bidder uses the updated listing of MBE and WBE firms shown in the electronic submittal file, the bidder may use the dropdown menu to access the name and address of the firms.

- (2) Submit the contract line numbers of work to be performed by each MBE and WBE firm. When no figures or firms are entered, the bidder will be considered to have no MBE or WBE participation.
- (3) The bidder shall be responsible for ensuring that the MBE and WBE are certified at the time of bid by checking the Directory of Transportation Firms. If the firm is not certified at the time of the bid-letting, that MBE's or WBE's participation will not count towards achieving the Combined MBE/WBE goal.

(B) Paper Bids

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

MBE or WBE Prime Contractor

When a certified MBE or WBE firm bids on a contract that contains a Combined MBE/WBE goal, the firm is responsible for meeting the goal or making good faith efforts to meet the goal, just like any other bidder. In most cases, a MBE or WBE bidder on a contract will meet the Combined MBE/WBE Goal by virtue of the work it performs on the contract with its own forces. However, all the work that is performed by the MBE or WBE bidder and any other similarly certified

subcontractors will count toward the goal. The MBE or WBE bidder shall list itself along with any MBE or WBE subcontractors, if any, in order to receive credit toward the goal.

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

Written Documentation – Letter of Intent

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

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

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

Banking MBE/WBE Credit

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

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

Submission of Good Faith Effort

If the bidder fails to meet or exceed the Combined MBE/WBE Goal, the apparent lowest responsive bidder shall submit to the Department documentation of adequate good faith efforts made to reach that specific goal.

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

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

Consideration of Good Faith Effort for Projects with a Combined MBE/WBE Goal More Than Zero

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

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

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

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

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

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

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

Non-Good Faith Appeal

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

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

(A) Participation

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

(B) Joint Checks

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

(C) Subcontracts (Non-Trucking)

A MBE/WBE may enter into subcontracts. Work that a MBE subcontracts to another MBE firm may be counted toward the anticipated MBE participation. The same holds true for work that a WBE subcontracts to another WBE firm. Work that a MBE/WBE subcontracts to a non-MBE/WBE firm does not count toward the contract goal requirement. It should be noted that every effort shall be made by MBE and WBE contractors to subcontract to the same certification (i.e., MBEs to MBEs and WBEs to WBEs), in order to fulfill the MBE or WBE participation breakdown. This, however, may not always be possible due to the limitation of firms in the area. If the MBE or WBE firm shows a good faith effort has been made to reach out to similarly certified firms and there is no interest or availability, and they can get assistance from other certified firms, the Engineer will not hold the prime responsible for meeting the individual MBE or WBE breakdown. If a MBE or WBE contractor or subcontractor subcontracts a significantly greater portion of the work of the contract than would be expected on the basis of standard industry practices, it shall be presumed that the MBE or WBE is not performing a commercially useful function.

(D) Joint Venture

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

(E) Suppliers

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

(F) Manufacturers and Regular Dealers

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

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

determined to be reasonable and not excessive as compared with fees customarily allowed for similar services.

Commercially Useful Function

(A) MBE/WBE Utilization

The Contractor may count toward its contract goal requirement only expenditures to MBEs and WBEs that perform a commercially useful function in the work of a contract. A MBE/WBE performs a commercially useful function when it is responsible for execution of the work of the contract and is carrying out its responsibilities by actually performing, managing, and supervising the work involved. To perform a commercially useful function, the MBE/WBE shall also be responsible with respect to materials and supplies used on the contract, for negotiating price, determining quality and quantity, ordering the material and installing (where applicable) and paying for the material itself. To determine whether a MBE/WBE is performing a commercially useful function, the Department will evaluate the amount of work subcontracted, industry practices, whether the amount the firm is to be paid under the contract is commensurate with the work it is actually performing and the MBE/WBE credit claimed for its performance of the work, and any other relevant factors. If it is determined that a MBE or WBE is not performing a Commercially Useful Function, the contractor may present evidence to rebut this presumption to the Department.

(B) MBE/WBE Utilization in Trucking

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

- (1) The MBE/WBE shall be responsible for the management and supervision of the entire trucking operation for which it is responsible on a particular contract, and there shall not be a contrived arrangement for the purpose of meeting the Combined MBE/WBE Goal.
- (2) The MBE/WBE shall itself own and operate at least one fully licensed, insured, and operational truck used on the contract.
- (3) The MBE/WBE receives credit for the total value of the transportation services it provides on the contract using trucks it owns, insures, and operates using drivers it employs.
- (4) The MBE may subcontract the work to another MBE firm, including an owner-operator who is certified as a MBE. The same holds true that a WBE may subcontract the work to another WBE firm, including an owner-operator who is certified as a WBE. When this occurs, the MBE or WBE who subcontracts work receives credit for the total value of the transportation services the subcontracted MBE or WBE provides on the contract. It should be noted that every effort shall be made by MBE and WBE contractors to subcontract to the same certification (i.e.,

MBEs to MBEs and WBEs to WBEs), in order to fulfill the participation breakdown. This, however, may not always be possible due to the limitation of firms in the area. If the MBE or WBE firm shows a good faith effort has been made to reach out to similarly certified transportation service providers and there is no interest or availability, and they can get assistance from other certified providers, the Engineer will not hold the prime responsible for meeting the individual MBE or WBE participation breakdown.

- (5) The MBE/WBE may also subcontract the work to a non-MBE/WBE firm, including from an owner-operator. The MBE/WBE who subcontracts the work to a non-MBE/WBE is entitled to credit for the total value of transportation services provided by the non-MBE/WBE subcontractor not to exceed the value of transportation services provided by MBE/WBE-owned trucks on the contract. Additional participation by non-MBE/WBE subcontractors receives credit only for the fee or commission it receives as a result of the subcontract arrangement. The value of services performed under subcontract agreements between the MBE/WBE and the Contractor will not count towards the MBE/WBE contract requirement.
- (6) A MBE/WBE may lease truck(s) from an established equipment leasing business open to the general public. The lease must indicate that the MBE/WBE has exclusive use of and control over the truck. This requirement does not preclude the leased truck from working for others during the term of the lease with the consent of the MBE/WBE, so long as the lease gives the MBE/WBE absolute priority for use of the leased truck. This type of lease may count toward the MBE/WBE's credit as long as the driver is under the MBE/WBE's payroll.
- (7) Subcontracted/leased trucks shall display clearly on the dashboard the name of the MBE/WBE that they are subcontracted/leased to and their own company name if it is not identified on the truck itself. Magnetic door signs are not permitted.

MBE/WBE Replacement

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

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

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

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

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

(A) Performance Related Replacement

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

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

- (1) Copies of written notification to MBE/WBEs that their interest is solicited in contracting the work defaulted by the previous MBE/WBE or in subcontracting other items of work in the contract.
- (2) Efforts to negotiate with MBE/WBEs for specific subbids including, at a minimum:

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

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

Changes in the Work

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

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

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

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

Reports and Documentation

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

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

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

Reporting Minority and Women Business Enterprise Participation

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

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

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

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

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

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

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

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

Failure to Meet Contract Requirements

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

RESTRICTIONS ON ITS EQUIPMENT AND SERVICES:

(11-17-20)

SP01 G090

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

USE OF UNMANNED AIRCRAFT SYSTEM (UAS):

(8-20-19)

SP1 G092

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

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

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

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

EQUIPMENT IDLING GUIDELINES:

(1-19-21)

107

SP1 G096

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

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

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

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

SUBSURFACE INFORMATION:

(7-1-95)

450

SP1 G112 C

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

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*.

HI-0018 (US 74 from West of US 701 Business in Whiteville to West of NC 214 in Bolton) is located throughout the project limits. HI-0018 is anticipated for a February 18, 2025 letting.

HO-0002C (C204556 - US-74 Broadband Infrastructure Project from Asheville to Wilmington) is located throughout the project limits. HO-0002C is currently under construction and not anticipated to be complete prior to the letting 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”

AWARD LIMITS:

(4-19-22)

103

SP1 G141

Revise the *2018 Standard Specifications* as follows:

Page 1-29, Subarticle 103-4(C), Award Limits, line 4-8, delete and replace the first sentence in the first paragraph with the following:

A bidder who desires to bid on more than one project on which bids are to be opened in the same letting and who 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 form Award Limits on Multiple Projects for each project subject to the award limit.

BID DOCUMENTATION:

(1-1-02) (Rev.8-18-15)

103

SP1 G142

General

The successful Bidder (Contractor) shall submit the original, unaltered bid documentation or a certified copy of the original, unaltered bid documentation used to prepare the bid for this contract to the Department within 10 days after receipt of notice of award of contract. Such documentation shall be placed in escrow with a banking institution or other bonded document storage facility selected by the Department.

The Department will not execute the contract until the original, unaltered bid documentation or a certified copy of the original, unaltered bid documentation has been received by the Department.

Terms

Bid Documentation - Bid Documentation shall mean all written information, working papers, computer printouts, electronic media, charts, and all other data compilations which contain or reflect information, data, and calculations used by the Bidder in the preparation of the bid. The term *bid documentation* includes, but is not limited to, contractor equipment rates, contractor overhead rates, labor rates, efficiency or productivity factors, arithmetical calculations, and quotations from subcontractors and material suppliers to the extent that such rates and quotations were used by the Bidder in formulating and determining the bid. The term *bid documentation* also includes any manuals, which are standard to the industry used by the Bidder in determining the bid. Such manuals may be included in the bid documentation by reference. Such reference shall include the name and date of the publication and the publisher. *Bid Documentation* does not include bid documents provided by the Department for use by the Bidder in bidding on this project. The Bid Documentation can be in the form of electronic submittal (i.e. thumb drive) or paper. If the Bidder elects to submit the Bid Documentation in electronic format, the Department requires a backup submittal (i.e. a second thumb drive) in case one is corrupted.

Contractor's Representative - Officer of the Contractor's company; if not an officer, the Contractor shall supply a letter signed and notarized by an officer of the Contractor's company, granting permission for the representative to sign the escrow agreement on behalf of the Contractor.

Escrow Agent - Officer of the select banking institution or other bonded document storage facility authorized to receive and release bid documentation.

Escrow Agreement Information

A draft copy of the Escrow Agreement will be mailed to the Bidder after the notice of award for informational purposes. The Bidder and Department will sign the actual Escrow Agreement at the time the bid documentation is delivered to the Escrow Agent.

Failure to Provide Bid Documentation

The Bidder's failure to provide the original, unaltered bid documentation or a certified copy of the original, unaltered bid documentation within 10 days after the notice of award is received may be just cause for rescinding the award of the contract and may result in the removal of the Bidder from the Department's list of qualified bidders for a period of up to 180 days. Award may then be made to the next lowest responsible bidder or the work may be readvertised and constructed under the contract or otherwise, as the Department may decide.

Submittal of Bid Documentation

- (A) Appointment – Email specs@ncdot.gov or call 919.707.6900 to schedule an appointment.
- (B) Delivery - A representative of the Bidder shall deliver the original, unaltered bid documentation or a certified copy of the original, unaltered bid documentation to the Department, in a container suitable for sealing, within 10 days after the notice of award is received.

- (C) Packaging – The container shall be no larger than 15.5 inches in length by 12 inches wide by 11 inches high and shall be water resistant. The container shall be clearly marked on the face and the back of the container with the following information: Bid Documentation, Bidder's Name, Bidder's Address, Date of Escrow Submittal, Contract Number, TIP Number if applicable, and County.

Affidavit

Bid documentation will be considered a certified copy if the Bidder includes an affidavit stating that the enclosed documentation is an EXACT copy of the original documentation used by the Bidder to determine the bid for this project. The affidavit shall also list each bid document with sufficient specificity so a comparison may be made between the list and the bid documentation to ensure that all of the bid documentation listed in the affidavit has been enclosed for escrow. The affidavit shall attest that the affiant has personally examined the bid documentation, that the affidavit lists all of the documents used by the Bidder to determine the bid for this project, and that all bid documentation has been included. The affidavit shall be signed by a chief officer of the company, have the person's name and title typed below the signature, and the signature shall be notarized at the bottom of the affidavit.

Verification

Upon delivery of the bid documentation, the Department's Contract Officer and the Bidder's representative will verify the accuracy and completeness of the bid documentation compared to the affidavit. Should a discrepancy exist, the Bidder's representative shall immediately furnish the Department's Contract Officer with any other needed bid documentation. The Department's Contract Officer upon determining that the bid documentation is complete will, in the presence of the Bidder's representative, immediately place the complete bid documentation and affidavit in the container and seal it. Both parties will deliver the sealed container to the Escrow Agent for placement in a safety deposit box, vault, or other secure accommodation.

Confidentiality of Bid Documentation

The bid documentation and affidavit in escrow are, and will remain, the property of the Bidder. The Department has no interest in, or right to, the bid documentation and affidavit other than to verify the contents and legibility of the bid documentation unless the Contractor gives written notice of intent to file a claim, files a written claim, files a written and verified claim, or initiates litigation against the Department. In the event of such written notice of intent to file a claim, filing of a written claim, filing a written and verified claim, or initiation of litigation against the Department, or receipt of a letter from the Contractor authorizing release, the bid documentation and affidavit may become the property of the Department for use in considering any claim or in litigation as the Department may deem appropriate.

Any portion or portions of the bid documentation designated by the Bidder as a *trade secret* at the time the bid documentation is delivered to the Department's Contract Officer shall be protected from disclosure as provided by *G.S. 132-1.2*.

Duration and Use

The bid documentation and affidavit shall remain in escrow until 60 calendar days from the time the Contractor receives the final estimate; or until such time as the Contractor:

- (A) Gives written notice of intent to file a claim,
- (B) Files a written claim,
- (C) Files a written and verified claim,
- (D) Initiates litigation against the Department related to the contract; or
- (E) Authorizes in writing its release.

Upon the giving of written notice of intent to file a claim, filing a written claim, filing a written and verified claim, or the initiation of litigation by the Contractor against the Department, or receipt of a letter from the Contractor authorizing release, the Department may obtain the release and custody of the bid documentation.

The Bidder certifies and agrees that the sealed container placed in escrow contains all of the bid documentation used to determine the bid and that no other bid documentation shall be relevant or material in litigation over claims brought by the Contractor arising out of this contract.

Release of Bid Documentation to the Contractor

If the bid documentation remains in escrow 60 calendar days after the time the Contractor receives the final estimate and the Contractor has not filed a written claim, filed a written and verified claim, or has not initiated litigation against the Department related to the contract, the Department will instruct the Escrow Agent to release the sealed container to the Contractor.

The Contractor will be notified by certified letter from the Escrow Agent that the bid documentation will be released to the Contractor. The Contractor or his representative shall retrieve the bid documentation from the Escrow Agent within 30 days of the receipt of the certified letter. If the Contractor does not receive the documents within 30 days of the receipt of the certified letter, the Department will contact the Contractor to determine final disposition of the bid documentation.

Payment

The cost of the escrow will be borne by the Department. There will be no separate payment for all costs of compilation of the data, container, or verification of the bid documentation. Payment at the various contract unit or lump sum prices in the contract will be full compensation for all such costs.

TWELVE MONTH GUARANTEE:

(7-15-03)

108

SP1 G145

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

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

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

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

OUTSOURCING OUTSIDE THE USA:

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

SP1 G150

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

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

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

EROSION AND SEDIMENT CONTROL/STORMWATER CERTIFICATION:

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

105-16, 225-2, 16

SP1 G180

General

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

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

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

Roles and Responsibilities

- (A) *Certified Erosion and Sediment Control/Stormwater Supervisor* - The Certified Supervisor shall be Level II and responsible for ensuring the erosion and sediment control/stormwater plan is adequately implemented and maintained on the project and for conducting the quality control program. The Certified Supervisor shall be on the project within 24 hours notice from initial exposure of an erodible surface to the project's final acceptance. Perform the following duties:
 - (1) *Manage Operations* - Coordinate and schedule the work of subcontractors so that erosion and sediment control/stormwater measures are fully executed for each operation and in a timely manner over the duration of the contract.
 - (a) Oversee the work of subcontractors so that appropriate erosion and sediment control/stormwater preventive measures are conformed to at each stage of the work.
 - (b) Prepare the required National Pollutant Discharge Elimination System (NPDES) Inspection Record and submit to the Engineer.

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

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

- (1) Foreman in charge of grading activities
- (2) Foreman in charge of bridge or culvert construction over jurisdictional areas
- (3) Foreman in charge of utility activities

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

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

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

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

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

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

Preconstruction Meeting

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

Ethical Responsibility

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

Revocation or Suspension of Certification

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

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

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

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

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

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

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

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

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

Measurement and Payment

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

PROCEDURE FOR MONITORING BORROW PIT DISCHARGE:

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

105-16, 230, 801

SP1 G181

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

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

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

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

The discharge shall be closely monitored when water from the dewatering activities is introduced into jurisdictional wetlands. Any time visible sedimentation (deposition of sediment) on the wetland surface is observed, the dewatering activity will be suspended until turbidity levels in the stilling basin can be reduced to a level where sediment deposition does not occur. Staining of

wetland surfaces from suspended clay particles, occurring after evaporation or infiltration, does not constitute sedimentation. No activities shall occur in wetlands that adversely affect the functioning of a wetland. Visible sedimentation will be considered an indication of possible adverse impacts on wetland use.

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

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

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

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

PROJECT SPECIAL PROVISIONS**ROADWAY****CLEARING AND GRUBBING - 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.

TEMPORARY DETOURS:

(7-1-95) (Rev. 11-19-13)

1101

SP2 R30B

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

After the detours have served their purpose, remove the portions deemed unsuitable for use as a permanent part of the project as directed by the Engineer. Salvage and stockpile the aggregate base course removed from the detours at locations within the right of way, as directed by the Engineer, for removal by State Forces. Place pavement and earth material removed from the detour in embankments or dispose of in waste areas furnished by the Contractor.

Aggregate base course and earth material that is removed will be measured and will be paid at the contract unit price per cubic yard for *Unclassified Excavation*. Pavement that is removed will be measured and will be paid at the contract unit price per square yard for *Removal of Existing _____ Pavement*. Pipe culverts removed from the detours remain the property of the Contractor. Pipe culverts that are removed will be measured and will be paid at the contract unit price per linear foot for *Pipe Removal*. Payment for the construction of the detours will be made at the contract unit prices for the various items involved.

Such prices and payments will be full compensation for constructing the detours and for the work of removing, salvaging, and stockpiling aggregate base course; removing pipe culverts; and for placing earth material and pavement in embankments or disposing of earth material and pavement in waste areas.

SHOULDER AND FILL SLOPE MATERIAL:

(5-21-02)

235, 560

SP2 R45 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*.

COAL COMBUSTION PRODUCTS IN EMBANKMENTS:

(4-16-02) (Rev. 12-15-20)

235

SP02 R70

Description

This specification allows the Contractor an option, with the approval of the Engineer, to use coal combustion products (CCPs) in embankments as a substitute for conventional borrow material. The amount of CCPs allowed to be used for this project will be less than 80,000 tons total and less than 8,000 tons per acre.

Materials

Supply coal combustion products from the Department list of potential suppliers maintained by the Materials and Tests Unit. Site specific approval of CCP material will be required prior to beginning construction.

The following CCPs are unacceptable:

- (A) Frozen material,
- (B) Ash from boilers fired with both coal and petroleum coke, and
- (C) Material with a maximum dry unit weight of less than 65 pounds per cubic foot when tested in accordance with AASHTO T-99 Method A or C.

Collect and transport CCPs in a manner that will prevent nuisances and hazards to public health and safety. Moisture condition the CCPs as needed and transport in covered trucks to prevent dusting.

Preconstruction Requirements

When CCPs 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 CCPs and include the following details using the NCDOT Form CCP-2015 in accordance with NCGS § 130A-309.219(b)(1):

- (A) Description, purpose and location of project.
- (B) Estimated start and completion dates of project.
- (C) Estimated volume of CCPs to be used on project with specific locations and construction details of the placement.
- (D) Toxicity Characteristic Leaching Procedure analysis from a representative sample of each different CCP source to be used in the project for, at minimum, all of the following constituents: arsenic, barium, cadmium, lead, chromium, mercury, selenium, and silver.
- (E) The names, address, and contact information for the generator of the CCPs.
- (F) Physical location of the project at which the CCPs were generated.

Submit the form to the Engineer and the Resource Conservation Program (RCP) Engineer at ResourceConservation@ncdot.gov for review. The Engineer and the RCP Engineer will coordinate the requirements of NCGS § 130A-309.219(a)(1) and notify the Contractor that all the necessary requirements have been met before the placement of structural fill using coal combustion products is allowed.

Construction Methods

In accordance with the detail in the plans, place CCPs in the core of the embankment section with at least 4 feet of earth cover to the outside limits of the embankments or subgrade and at least 5 feet above the seasonal high ground-water table. CCPs used in embankments shall not be placed as follows:

- (A) Within 50 feet of any property boundary.
- (B) Within 300 horizontal feet of a private dwelling or well.
- (C) Within 50 horizontal feet of the top of the bank of a perennial stream or other surface water body.
- (D) Within a 100-year floodplain except as authorized under NCGS § 143-215.54A(b). A site located in a floodplain shall not restrict the flow of the 100-year floodplain or result in washout of solid waste so as to pose a hazard to human life, wildlife or land and water resources.
- (E) Within 50 horizontal feet of a wetland, unless, after consideration of the chemical and physical impact on the wetland, the United States Army Corps of Engineers issues a permit or waiver for the fill.

Construct embankments by placing CCPs 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.

Divert surface waters resulting from precipitation from the CCPs placement area during filling and construction activities. Construct embankments such that rainfall will not run directly off of the CCPs. Provide dust control to minimize airborne emissions. Construct fill in a manner that prevents water from accumulating and ponding and do not pump nor discharge waters from CCP's filling and construction areas.

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*.

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.

CORRUGATED ALUMINUM ALLOY CULVERT PIPE:

(9-21-21)

305, 310

SP3 R34

Revise the *Standard Specifications* as follows:

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

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

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

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

Approved waterborne paint (Section 1080-9)
Approved Hot Bitumen (Section 1081-3)

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

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

Select bedding and backfill material and coating will be included in the cost of the installed pipe. Such price and payment will be full compensation for all materials, labor, equipment, and other incidentals necessary to complete the work.

CULVERT PIPE:

(8-20-19)(Rev. 5-17-22)

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, galvanized corrugated steel pipe, HDPE pipe, Polypropylene pipe or PVC pipe in accordance with the following requirements.

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

Item	Section
Polypropylene Pipe	1032-9
Galvanized Corrugated Steel Pipe	1032-3

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

Item	Section
Polypropylene Pipe	1032-9
Galvanized Corrugated Steel Pipe	1032-3

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, galvanized corrugated steel pipe, corrugated aluminum alloy pipe, Polypropylene pipe, HDPE pipe or PVC pipe.

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

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

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

Pay Item	Pay Unit
__" Polypropylene Pipe	Linear Foot

Page 10-60, add Article 1032-9:

(A) General

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

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

(B) End Treatments, Pipe Tees and Elbows

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

(C) Marking

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

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

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

BRIDGE APPROACH FILLS:

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

422

SP4 R02A

Description

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

Define bridge approach fill types as follows:

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

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

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

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

Materials

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

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

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

Construction Methods

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

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

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

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

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

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

Measurement and Payment

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

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

Payment will be made under:

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

ALTERNATE BRIDGE APPROACH FILLS FOR INTEGRAL ABUTMENTS:

(1-16-18)

422

SP4 R02B

Description

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

Materials

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

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

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

Construction Methods

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

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

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

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

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

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

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

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

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

Measurement and Payment

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

BRIDGE APPROACH FILLS – GEOTEXTILE:

(5-17-22)

SP4 R03

Place a single layer of Type 5 Geotextile one foot below the approach slab for the full width and length of the approach fill. Type 5 Geotextile shall meet the requirements of Section 1056 of the *Standard Specifications*. This revision applies to Roadway Standard 422.01, 422.02, 422.03 and Detail in Lieu of Standard 422DO10.

No separate measurement or payment will be made for the work required by this provision as the cost of such work shall be included in the lump sum price bid for *Type I Standard Approach Fill Station _____*, *Type III Reinforced Approach Fill, Station _____* or *Type II Modified Approach Fill, Station _____*.

AGGREGATE SUBGRADE:

(5-15-18)

505

SP5 R8

Revise the *2018 Standard Specifications* as follows:

Page 5-8, Article 505-1 DESCRIPTION, lines 4-6, replace the paragraph with the following:

Construct aggregate subgrades in accordance with the contract. Install geotextile for soil stabilization and place Class IV subgrade stabilization at locations shown in the plans and as directed.

Undercut natural soil materials if necessary to construct aggregate subgrades. Define “subbase” as the portion of the roadbed below the Class IV subgrade stabilization. For Type 2 aggregate subgrades, undercut subbases as needed. The types of aggregate subgrade with thickness and

compaction requirements for each are as shown below.

Type 1 – A 6 to 24 inch thick aggregate subgrade with Class IV subgrade stabilization compacted to 92% of AASHTO T 180 as modified by the Department or to the highest density that can be reasonably obtained.

Type 2 – An 8 inch thick aggregate subgrade on a proof rolled subbase with Class IV subgrade stabilization compacted to 97% of AASHTO T 180 as modified by the Department.

Page 5-8, Article 505-3 CONSTRUCTION METHODS, line 12, insert the following after the first sentence of the first paragraph:

For Type 2 aggregate subgrades, proof roll subbases in accordance with Section 260 before installing geotextile for soil stabilization.

Page 5-8, Article 505-3 CONSTRUCTION METHODS, lines 16-17, replace the last sentence of the first paragraph with the following:

Compact ABC as required for the type of aggregate subgrade constructed.

Page 5-8, Article 505-4 MEASUREMENT AND PAYMENT, line 26, insert the following after the last sentence of the first paragraph:

Undercut Excavation of natural soil materials from subbases for Type 2 aggregate subgrades will be measured and paid in accordance with Article 225-7 or 226-3. No measurement will be made for any undercut excavation of fill materials from subbases.

STABILIZATION OF COASTAL PLAIN SANDS:

(11-18-14)

510

SP5 R12

Description

As directed by the Engineer, stabilize sandy subgrade material with Class IV aggregate to prevent rutting of the subgrade prior to paving directly on the subgrade. Remove material as needed in cut areas prior to placing the Class IV aggregate.

Materials

Refer to Division 10.

Item

Select Material, Class IV

Section

1016

Use Class IV Select Material for Class IV Aggregate Stabilization.

Construction Methods

Class IV Aggregate Stabilization

As directed by the Engineer, place aggregate by end dumping aggregate on approved subgrade soils to provide a working platform and reduce wheel rutting of subgrade material. Place the Class IV aggregate stabilization to a thickness of 2 to 3 inches.

Maintenance

Maintain aggregate stabilization in an acceptable condition and minimize the use of heavy equipment on aggregate in order to avoid damaging the subgrade. Provide and maintain drainage ditches and drains as required to prevent entrapping water in aggregate stabilization.

Measurement and Payment

Class IV Aggregate Stabilization will be measured and paid in tons. Aggregate will be measured by weighing in trucks in accordance with Article 106-7. The contract unit price for *Class IV Aggregate Stabilization* will be full compensation for furnishing, hauling, handling, placing, mixing, compacting and maintaining aggregate.

The work to excavate material to place Class IV Aggregate Stabilization below subgrade is considered incidental to the work of placing the aggregate and no separate payment will be made.

Payment will be made under:

Pay Item

Class IV Aggregate Stabilization

Pay Unit

Ton

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 **\$ 715.00** per ton.

This base price index represents an average of F.O.B. selling prices of asphalt binder at supplier's terminals on **May 1, 2022**.

FINAL SURFACE TESTING NOT REQUIRED:

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

610

SP6 R45

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

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:

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

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

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

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

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

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

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

A. Based on 20 year design traffic.

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

C. Dust to Binder Ratio (P_{0.075} / P_{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%)**

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

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

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

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

Asphalt Concrete Mix Type	Minimum Surface and Air Temperature
B25.0C	35°F
I19.0C	35°F
S4.75A, S9.5B, S9.5C	40°F ^A
S9.5D	50°F

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

Pay Item	Pay Unit
Asphalt Concrete Base Course, Type B25.0C	Ton
Asphalt Concrete Intermediate Course, Type I19.0C	Ton

Asphalt Concrete Surface Course, Type S4.75A	Ton
Asphalt Concrete Surface Course, Type S9.5B	Ton
Asphalt Concrete Surface Course, Type S9.5C	Ton
Asphalt Concrete Surface Course, Type S9.5D	Ton

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

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

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

A. Requirements apply to the design aggregate blend.

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

AUTOMATED MACHINE GUIDANCE

(1-2-11)

801

SP8 R01

General

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

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

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

Submittals

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

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

Inspection

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

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

Subgrade and Base Controls

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

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

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

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

Measurement and Payment

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

SUPPLEMENTAL SURVEYING:

(4-20-21)

801

SP8 R03

Revise the *2018 Standard Specifications* as follows:

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

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

12" JOINTED CONCRETE WITH WIRE MESH:

(4-07-14)

848

SPI

Place concrete pavement on aprons consisting of 12 inches of Class A concrete reinforced with welded wire mesh, size 4x4 W5.5xW5.5 or 6x6 W8.5xW8.5. Position the welded wire mesh at mid-depth of the slab. Saw cut contraction joints 1/8" wide and 2" deep at a spacing approximately equal to the slab width, but no more than 15 feet in each direction, or as directed by the Engineer.

Pay Item

12" Jointed Concrete with Wire Mesh

Pay Unit

Square Yards

2' -0" ROLLED CONCRETE CURB & GUTTER:**Description**

The Contractor shall construct 2'-0" Rolled Concrete Curb & Gutter as shown on the plans and details, in accordance with the applicable requirements of Section 846 of the *Standards Specifications*, and as directed by the Engineer.

Measurement and Payment

2'-0" Rolled Concrete Curb & Gutter will be measured and paid for in Linear Feet. Such price and payment will include all materials, tools, labor, equipment and incidentals necessary to complete the work.

Payment will be made under:

Pay Item

2'-0" Rolled Concrete Curb & Gutter

Pay Unit

LF

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	Pay Unit
Guardrail End Units, Type TL-3	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	Pay Unit
Guardrail Anchor Units, Type _____	Each
Temporary Guardrail Anchor Units, Type _____	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:

TABLE 1000-1 REQUIREMENTS FOR CONCRETE											
Class of Concrete	Min. Compressive Strength at 28 days	Maximum Water-Cement Ratio				Consistency Maximum Slump		Cement Content			
		Air-Entrained Concrete		Non-Air-Entrained Concrete		Vibrated	Non-Vibrated	Vibrated		Non-Vibrated	
		Rounded Aggregate	Angular Aggregate	Rounded Aggregate	Angular Aggregate			Min.	Max.	Min.	Max.
		Units	psi					inch	inch	lb/cy	lb/cy
AA	4500	0.381	0.426	---	---	3.5 ^A	---	639	715	---	---
AA Slip Form	4500	0.381	0.426	---	---	1.5	---	639	715	---	---
Drilled Pier	4500	---	---	0.450	0.450	---	5 – 7 dry 7 - 9 wet	---	---	640	800
A	3000	0.488	0.532	0.550	0.594	3.5 ^A	4.0	564	---	602	---
B	2500	0.488	0.567	0.559	0.630	1.5 machine placed 2.5 ^A hand placed	4.0	508	---	545	---
Sand Light-weight	4500	---	0.420	---	---	4.0 ^A	---	715	---	---	---
Latex Modified	3000 (at 7 days)	0.400	0.400	---	---	6.0	---	658	---	---	---
Flowable Fill excavatable	150 max. (at 56 days)	as needed	as needed	as needed	as needed	---	Flowable	---	---	40	100

Flowable Fill non-excavatable	125	as needed	as needed	as needed	as needed	---	Flowable	---	---	100	as needed
Pavement	4500 Design, field	0.559	0.559	---	---	1.5 slip form	---	526	---	---	---
	650 flexural, design only										
Precast	See Table 1077-1	as needed	as needed	---	---	6.0	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.

HIGH STRENGTH CONCRETE FOR DRIVEWAYS:

(11-21-00) (Rev. 1-17-12)

848

SP10 R02

Use high early strength concrete for all driveways shown in the plans and as directed by the Engineer. Provide high early strength concrete that meets the requirements of Article 1000-5 of the *2018 Standard Specifications*.

Measurement and payment will be in accordance with Section 848 of the *2018 Standard Specifications*.

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 ≥ 45%, and x,y shall fall within PR#1 chart chromaticity limits.

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.

MATERIAL AND EQUIPMENT STORAGE & PARKING OF PERSONAL VEHICLES:

11-17-21

1101

SP11 R03

Revise the *2018 Standard Specifications* as follows:

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

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

Posted Speed Limit (mph)	Distance (ft)
40 or less	≥ 18
45-50	≥ 28
55	≥ 32
60 or higher	≥ 40

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

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

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

WORK ZONE INSTALLER:

(7-20-21)

1101, 1150

SP11 R04

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

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

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

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

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

LAW ENFORCEMENT:

(6-21-22)

1190

SP11 R30

Revise the *2018 Standard Specifications* as follows:

Page 11-19, Article 1190-1 DESCRIPTION, lines 4-5, replace the paragraph with the following:

Furnish Law Enforcement Officers and official Law Enforcement vehicles to direct traffic in accordance with the contract.

Page 11-19, Article 1190-2 CONSTRUCTION METHODS, lines 7-9, replace the first paragraph with the following:

Use off duty uniformed Law Enforcement Officers and official Law Enforcement vehicles equipped with blue lights to direct or control traffic as required by the plans or by the Engineer.

Page 11-19, Article 1190-3 MEASUREMENT AND PAYMENT, lines 14-15, replace the second sentence of the first paragraph with the following:

There will be no direct payment for official Law Enforcement vehicles as they are considered incidental to the pay item.

EXTRUDED THERMOPLASTIC PAVEMENT MARKING THICKNESS:

3-19-19 (Rev. 6-21-22)

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 the required thickness above the surface of the pavement as shown in Table 1205-3.

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

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

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.

Percentage of Elapsed Contract Time	Percentage Additive
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, Sicklepod, Sandbur, Wild Onion, and Wild Garlic. Seed shall not be labeled with the above weed species on the seed analysis label. Tolerances as applied by the Association of Official Seed Analysts will NOT be allowed for the above noxious weeds except for Wild Onion and Wild Garlic.

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

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

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

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

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

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

FURTHER SPECIFICATIONS FOR EACH SEED GROUP ARE GIVEN BELOW:

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

Sericea Lespedeza
Oats (seeds)

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

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

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

Common or Sweet Sundangrass

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

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

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

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

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

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

STANDARD SPECIAL PROVISION

ERRATA

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

Z-4

Revise the *2018 Standard Specifications* as follows:

Division 6

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

Division 7

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

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

Division 10

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

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

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

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

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

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

Division 17

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

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

Directional Drill (1)(1.25”) Linear Foot

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

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

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

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

Z-04a

Within Quarantined Area

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

Originating in a Quarantined County

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

Contact

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

Regulated Articles Include

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

STANDARD SPECIAL PROVISION

MINIMUM WAGES

(7-21-09)

Z-5

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

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

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

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

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

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

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

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

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

Z-6

Revise the *2018 Standard Specifications* as follows:

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

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

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

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

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

(a) **Compliance with Regulations**

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

(b) **Nondiscrimination**

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

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

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

(d) **Information and Reports**

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

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

(e) Sanctions for Noncompliance:

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

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

(f) Incorporation of Provisions

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

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

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

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

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

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

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

4. Physically incorporate the FHWA-1273, in its entirety, into all subcontracts and subsequent lower tier subcontracts on Federal-aid highway construction contracts only.
 5. Provide language assistance services (i.e., written translation and oral interpretation), free of charge, to LEP employees and applicants. Contact NCDOT OCR for further assistance, if needed.
 6. For assistance with these Title VI requirements, contact the NCDOT Title VI Nondiscrimination Program at 1-800-522-0453.
- (b) Subrecipients (e.g. cities, counties, LGAs, planning organizations) may be required to prepare and submit a Title VI Plan to NCDOT, including Title VI Assurances and/or agreements. Subrecipients must also ensure compliance by their contractors and subrecipients with Title VI. (23 CFR 200.9(b)(7))
- (c) If reviewed or investigated by NCDOT, the contractor or subrecipient agrees to take affirmative action to correct any deficiencies found within a reasonable time period, not to exceed 90 calendar days, unless additional time is granted by NCDOT. (23 CFR 200.9(b)(15))
- (d) The Contractor is responsible for notifying subcontractors of NCDOT’s External Discrimination Complaints Process.
1. Applicability
Title VI and related laws protect participants and beneficiaries (e.g., members of the public and contractors) from discrimination by NCDOT employees, subrecipients and contractors, regardless of funding source.
 2. Eligibility
Any person—or class of persons—who believes he/she has been subjected to discrimination based on race, color, national origin, Limited English Proficiency (LEP), sex, age, or disability (and religion in the context of employment, aviation, or transit) may file a written complaint. The law also prohibits intimidation or retaliation of any sort.
 3. Time Limits and Filing Options
Complaints may be filed by the affected individual(s) or a representative and must be filed no later than 180 calendar days after the following:
 - (i) The date of the alleged act of discrimination; or
 - (ii) The date when the person(s) became aware of the alleged discrimination; or
 - (iii) Where there has been a continuing course of conduct, the date on which that conduct was discontinued or the latest instance of the conduct.Title VI and related discrimination complaints may be submitted to the following entities:
 - North Carolina Department of Transportation, Office of Civil Rights, Title VI Program, 1511 Mail Service Center, Raleigh, NC 27699-1511; toll free 1-800-522-0453
 - Federal Highway Administration, North Carolina Division Office, 310 New Bern Avenue, Suite 410, Raleigh, NC 27601, 919-747-7010

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

**TABLE 103-1
COMPLAINT BASIS**

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

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

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

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

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

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

- (a) Clauses for Deeds Transferring United States Property (1050.2A, Appendix B)
The following clauses will be included in deeds effecting or recording the transfer of real property, structures, or improvements thereon, or granting interest therein from the United States pursuant to the provisions of Assurance 4.

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

(HABENDUM CLAUSE)

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

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

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

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

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

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

- (*Reverter clause and related language to be used only when it is determined that such a clause is necessary to make clear the purpose of Title VI.)
- (c) Clauses for Construction/Use/Access to Real Property Acquired Under the Activity, Facility or Program (1050.2A, Appendix D)

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

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

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

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

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

Z-10

Description

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

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

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

Minorities and Women

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

Assigning Training Goals

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

Training Classifications

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

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

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

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

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

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

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

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

Records and Reports

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

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

Trainee Interviews

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

Trainee Wages

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

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

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

Achieving or Failing to Meet Training Goals

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

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

Measurement and Payment

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

**PROJECT SPECIAL PROVISIONS
GEOENVIRONMENTAL**

CONTAMINATED SOIL (6/30/2021)

The Contractor's attention is directed to the fact that soil contaminated with petroleum hydrocarbon compounds may exist within the project area. The known areas of contamination are indicated on corresponding plans sheets. Information relating to these contaminated areas, sample locations, and investigation reports will be available at the following web address by navigating to the correct letting year and month then selecting, "Plans and Proposals", "R-5819/R-5820", "Individual Sheets/520 GeoEnvironmental":

<http://dotw-xfer01.dot.state.nc.us/dsplan/>

Petroleum contaminated soil may be encountered during any earthwork activities on the project. The Contractor shall only excavate those soils that the Engineer designates necessary to complete a particular task. The Engineer shall determine if soil is contaminated based on areas shown on the plans, petroleum odors, and unusual soil staining. Contaminated soil not required to be excavated is to remain in place and undisturbed. Undisturbed soil shall remain in place, whether contaminated or not. The Contractor shall transport all contaminated soil excavated from the project to a facility licensed to accept contaminated soil.

In the event that a stockpile is needed, the stockpile shall be created within the property boundaries of the source material and in accordance with the Diagram for Temporary Containment and Treatment of Petroleum-Contaminated Soil per North Carolina Department of Environmental Quality's (NCDEQ) Division of Waste Management UST Section GUIDELINES FOR EX SITU PETROLEUM CONTAMINATED SOIL REMEDIATION. If the volume of contaminated material exceeds available space on site, the Contractor shall obtain a permit from the NCDEQ UST Section's Regional Office for off-site temporary storage. The Contractor shall provide copies of disposal manifests completed per the disposal facilities requirements and weigh tickets to the Engineer.

Measurement and Payment:

The quantity of contaminated soil hauled and disposed of shall be the actual number of tons of material, which has been acceptably transported and weighed with certified scales as documented by disposal manifests and weigh tickets. The quantity of contaminated soil, measured as provided above, shall be paid for at the contract unit price per ton for "Hauling and Disposal of Petroleum Contaminated Soil".

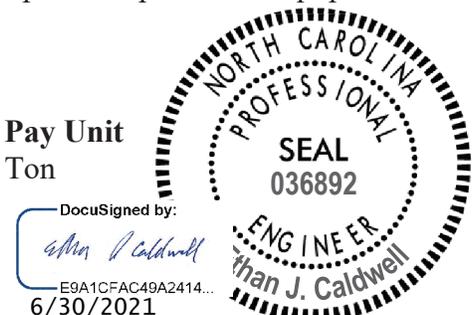
The above price and payment shall be full compensation for all work covered by this section, including, but not limited to stockpiling, loading, transportation, weighing, laboratory testing, disposal, equipment, decontamination of equipment, labor, and personal protective equipment.

Payment shall be made under:

Pay Item

Hauling and Disposal of Petroleum Contaminated Soil

Pay Unit
Ton



TC-1

R-5819/R-5820

Columbus County

WORK ZONE TRAFFIC CONTROL Project Special Provisions Table of Contents

Special Provision	Page
ADA Compliant Pedestrian Traffic Control Devices	TC-2



TC-2

R-5819/R-5820

Columbus County

ADA COMPLIANT PEDESTRIAN TRAFFIC CONTROL DEVICES:

(10/31/2017)

Description

Furnish, install, and maintain all ADA compliant pedestrian traffic control devices for existing pedestrian facilities that are disrupted, closed, or relocated by planned work activities.

The ADA compliant pedestrian traffic control devices used to either close, redirect, divert or detour pedestrian traffic are Pedestrian Channelizing Devices, Audible Warning Devices and Temporary Curb Ramps.

Construction Methods

The ADA compliant pedestrian traffic control devices involved in the closing or redirecting of pedestrians as designated on the Transportation Management Plan (TMP) shall be manufactured and assembled in accordance with the requirements of the Americans with Disabilities Act (ADA) and be on the NCDOT approved products list.

Pedestrian Channelizing Devices shall be manufactured and assembled to be connected as to eliminate any gaps that allow pedestrians to stray from the channelizing path. Any Pedestrian Channelizing Devices used to close or block a pedestrian facility shall have a "SIDEWALK CLOSED" sign affixed to it and any audible warning devices, if designated on the TMP.

Measurement and Payment

Pedestrian Channelizing Devices will be measured and paid as the maximum number of linear feet of *Pedestrian Channelizing Devices* furnished, acceptably placed, and in use at any one time during the life of the project.

No direct payment will be made for any sign affixed to a pedestrian channelizing device. Signs mounted to pedestrian channelizing devices will be considered incidental to the device.

Relocation, replacement, repair, maintenance, or disposal of *Pedestrian Channelizing Devices* will be incidental to the pay item.

Payment will be made under:

Pay Item

Pay Unit

Pedestrian Channelizing Devices

Linear Foot

Project: R-5819/R-5820

UC-1

Columbus County

PROJECT SPECIAL PROVISIONS
Utility Construction



DocuSigned by:
John M. Kamprath
DDA3CA149C5741A...
SEAL
14101
ENGINEER
JOHN M. KAMPRATH
4/26/2022
(Seal)

**DOCUMENT NOT CONSIDERED FINAL
UNLESS ALL SIGNATURES COMPLETED**

Revise the 2018 Standard Specifications as follows:

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

The utility owner of the water mains on plan sheets UC-2 and UC-3, and on plan sheet UC-4 up to the south side of US 74 and the 6” force main on plan sheet UC-3 is the Town of Lake Waccamaw. The contact person is Robert Bailey, and he can be reached by phone at (910) 646-3700.

The utility owner of the 8” force main on plan sheets UC-4 and UC-5 and the 6” water main on plan sheet UC-5 and on plan sheet UC-4 from the south side of US 74 to the high school is the Columbus County Schools. The contact person is Timothy Ward, and he can be reached by phone at (910) 642-0161.

The utility owner of the 8” force main along NC 214 on plan sheet UC-2 is the City of Whiteville. The contact person is Travis Faulk, and he can be reached by phone at (910) 642-3422.

UbO-1
PROJECT SPECIAL PROVISIONS
Utilities by Others



General:

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

- A) Duke Energy (Power Distribution)
- B) Spectrum (Communications)
- C) CenturyLink (Communications)
- D) MCNC (Communications)
- E) Duke Energy (Power Transmission)

The conflicting facilities of these concerns will be adjusted prior to the date of availability, unless otherwise noted and are therefore listed in these special provisions for the benefit of the Contractor. All utility work listed herein will be done by the utility owners. All utilities are shown on the plans from the best available information.

The Contractor's attention is directed to Article 105.8 of the Standard Specifications.

Utilities Requiring Adjustment:

Utility relocations are shown on the Utilities by Others Plans. The utilities will phase their relocations by area. Completion dates for each utility in each area are given in the Utilities Relocation Phasing section of these Special Provisions.

A) Duke Energy (Power Distribution)

Contact person for Duke Energy:

Randy Miller (910) 625-1340
randy.miller@duke-energy.com

B) Spectrum (Communications)

Contact person for Spectrum:

Steve Barnette 910-772-5755
steve.barnette@charter.com

UbO-2
PROJECT SPECIAL PROVISIONS
Utilities by Others

C) CenturyLink/Lumen (Communications)

Contact person for CenturyLink/Lumen

Kevin Godwin 910-366-2142
kevin.godwin@centurylink.com

D) MCNC (Communications)

Contact person for MCNC:

Grey Daughtrey 919-819-4739
aleviner@mcnc.org

E) Duke Energy (Power Transmission)

Contact person for Duke Energy:

Jamie Loy, 919-546-6034
Jamie.loy@duke-energy.com

Utilities Relocation Phasing:

Utility relocations will be constructed in the following areas:

Area 1:

-Y3-, (Sam Potts HWY, NC 214) LT & RT STA 13+40 to 21+50.
-Y1A- (Flemington Drive) LT & RT from STA 12+00 to 20+00

Area 2:

-Y1-, -DET1- (Chauncey Town Road) LT & RT from STA 20+00 to 55+00
Includes all tie-ins to the -Y7- (Georgia Road)

Area 3:

-Y7- (Georgia Road) LT & RT from STA 10+00 to 33+00

Area 4:

-LWB-, -LEB-, -L- (US 74/76) LT & RT from STA 18+50 to 105+30

UbO-3
PROJECT SPECIAL PROVISIONS
Utilities by Others

Relocations in each area will proceed as outlined in the following sections:

Area 1 Schedule:

- Y3-, (Sam Potts HWY, NC 214) LT & RT STA 13+40 to 21+50.
- Y1A- (Flemington Drive) LT & RT from STA 12+00 to 20+00

A) Duke (Power Distribution)

Duke will begin relocations on July 11, 2022.
Duke's relocation work will be completed by August 5, 2022.

B) Spectrum (Communication)

Spectrum will begin relocations on June 1, 2022
Spectrum's relocation work will be completed by October 15, 2022

C) CenturyLink/ Lumen (Communication)

CenturyLink will begin relocations on July 15, 2022
CenturyLink's relocation work will be completed by August 15, 2022

D) MCNC (Communication)

MCNC' relocation work will be completed by the date of availability

Area 2 Schedule:

- Y1-, -DET1- (Chauncey Town Road) LT & RT from STA 20+00 to 55+00
Includes all tie-ins to the -Y7- (Georgia Road)

A) Duke (Power Distribution)

Duke will begin relocations on August 8, 2022
Duke's relocation work will be completed by August 26, 2022

B) Spectrum (Communication)

Spectrum will begin relocations on July 1, 2022
Spectrum's relocation work will be completed by October 1, 2022

PROJECT SPECIAL PROVISIONS

Utilities by Others

C) CenturyLink/ Lumen (Communication)

CenturyLink will begin relocations on July 15, 2022

CenturyLink's relocation work will be completed by August 15, 2022

Area 3 Schedule:

-Y7- (Georgia Road) LT & RT from STA 10+00 to 33+00

A) Duke (Power Distribution)

Duke will begin relocations on August 26, 2022

Duke's relocation work will be completed by September 9, 2022

B) CenturyLink/ Lumen (Communication)

No Presence

C) Duke (Power Transmission)

Duke will begin relocations April 1, 2023

Duke's relocation work will be completed by June 1, 2023

Area 4 Schedule:

-LWB-, -LEB-, -L- (US 74/76) LT & RT from STA 18+50 to 105+30

A) Duke (Power Distribution)

Duke will begin relocations on September 9, 2022

Duke's relocation work will be completed by October 1, 2022

B) CenturyLink/ Lumen (Communication)

CenturyLink will begin relocations on June 15, 2022

CenturyLink's relocation work will be completed by July 1, 2022

**Project Special Provisions
Erosion Control**

STABILIZATION REQUIREMENTS:

(4-30-2019)

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

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

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

SEEDING AND MULCHING:

(East)

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

All Roadway Areas

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

Waste and Borrow Locations

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

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

Approved Tall Fescue Cultivars

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

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

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

Native Grass Seeding and Mulching

(East)

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

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

March 1 - August 31

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

September 1 - February 28

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

Approved Creeping Red Fescue Cultivars:

Aberdeen

Boreal

Epic

Cindy Lou

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

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

Measurement and Payment

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

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

CRIMPING STRAW MULCH:

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

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

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

TEMPORARY SEEDING:

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

FERTILIZER TOPDRESSING:

Fertilizer used for topdressing on all roadway areas except slopes 2:1 and steeper shall be 10-20-20 grade and shall be applied at the rate of 500 pounds per acre. A different analysis of fertilizer may be used provided the 1-2-2 ratio is maintained and the rate of application adjusted to provide the same amount of plant food as 10-20-20 analysis and as directed.

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

SUPPLEMENTAL SEEDING:

The kinds of seed and proportions shall be the same as specified for *Seeding and Mulching*, with the exception that no centipede seed will be used in the seed mix for supplemental seeding. The rate of application for supplemental seeding may vary from 25# to 75# per acre. The actual rate per acre will be determined prior to the time of topdressing and the Contractor will be notified in writing of the rate per acre, total quantity needed, and areas on which to apply the supplemental seed. Minimum tillage equipment, consisting of a sod seeder shall be used for incorporating seed into the soil as to prevent disturbance of existing vegetation. A clodbuster (ball and chain) may be used where degree of slope prevents the use of a sod seeder.

MOWING:

The minimum mowing height on this project shall be 4 inches.

LAWN TYPE APPEARANCE:

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

RESPONSE FOR EROSION CONTROL:**Description**

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

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

Construction Methods

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

Measurement and Payment

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

Payment will be made under:

Pay Item	Pay Unit
Response for Erosion Control	Each

MINIMIZE REMOVAL OF VEGETATION:

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

STOCKPILE AREAS:

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

ACCESS AND HAUL ROADS:

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

CONSTRUCTION MATERIALS MANAGEMENT

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

Description

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

Polyacrylamides (PAMS) and Flocculants

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

https://files.nc.gov/ncdeq/Water%20Quality/Environmental%20Sciences/ATU/ApprovedPAMS_4_1_2017.pdf

Equipment Fluids

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

Waste Materials

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

Herbicide, Pesticide, and Rodenticides

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

Concrete Materials

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

Earthen Material Stock Piles

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

Measurement and Payment

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

WASTE AND BORROW SOURCES:

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

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

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

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

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

SAFETY FENCE AND JURISDICTIONAL FLAGGING:**Description**

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

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

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

Materials**(A) Safety Fencing**

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

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

(B) Boundary Flagging

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

Construction Methods

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

(A) Safety Fencing

Posts shall be set at a maximum spacing of 10 ft., maintained in a vertical position and hand set or set with a post driver. Posts shall be installed a minimum of 2 ft. into the ground. If hand set, all backfill material shall be thoroughly tamped. Wood posts may be sharpened to a dull point if power driven. Posts damaged by power driving shall be removed and replaced prior to final

acceptance. The tops of all wood posts shall be cut at a 30-degree angle. The wood posts may, at the option of the Contractor, be cut at this angle either before or after the posts are erected.

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

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

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

(B) Boundary Flagging

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

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

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

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

Measurement and Payment

Safety Fence will be measured and paid as the actual number of linear feet of polyethylene or polypropylene fence installed in place and accepted. Such payment will be full compensation

including but not limited to furnishing and installing fence geotextile with necessary posts and post bracing, staples, tie wires, tools, equipment and incidentals necessary to complete this work.

Payment will be made under:

Pay Item

Safety Fence

Pay Unit

Linear Foot

SKIMMER BASIN WITH BAFFLES:

(East)

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

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

Provide appropriately sized 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.

The geotextile for the spillway liner shall meet the following minimum physical properties for low permeability, woven polypropylene geotextiles:

Property	Test Method	Value	Unit
Tensile Strength	ASTM D-4632	315	lb.
Tensile Elongation (Maximum)	ASTM D-4632	15	%
Trapezoidal Tear	ASTM D-4533	120	lbs.
CBR Puncture	ASTM D-6241	900	lbs.
UV Resistance (% retained at 500 hrs.)	ASTM D-4355	70	%
Apparent Opening Size (AOS)	ASTM D-4751	40	US Std. Sieve
Permittivity	ASTM D-4491	0.05	sec ⁻¹
Water Flow Rate	ASTM D-4491	4	gal/min/ft ²

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 Type 4 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 low permeability polypropylene 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*.

Low Permeability Geotextile will be measured and paid for as the actual number of square yards measured along the surface of the spillway over which the geotextile is installed and accepted.

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

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

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

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

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

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

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

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

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

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

Payment will be made under:

Pay Item	Pay Unit
__" Skimmer	Each
Coir Fiber Mat	Square Yard
Low Permeability Geotextile	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 ³ +/- 10%
Net Material	Coir Fiber
Net Openings	2 in. x 2 in.
Net Strength	90 lbs.
Minimum Weight	2.6 lbs./ft. +/- 10%

Anchors: Stakes shall be used as anchors.

Wooden Stakes:

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

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

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

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

Construction Methods

Coir Fiber Wattles shall be secured to the soil by wire staples approximately every 1 linear foot and at the end of each section of wattle. A minimum of 4 stakes shall be installed on the downstream side of the wattle with a maximum spacing of 2 linear feet along the wattle, and according to the detail. Install a minimum of 2 stakes on the upstream side of the wattle according to the detail provided in the plans. Stakes shall be driven into the ground a minimum of 10 in.

with no more than 2 in. projecting from the top of the wattle. Drive stakes at an angle according to the detail provided in the plans.

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

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

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

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

Measurement and Payment

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

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

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

Payment will be made under:

Pay Item	Pay Unit
Polyacrylamide(PAM)	Pound
Coir Fiber Wattle	Linear Foot

SILT FENCE COIR FIBER WATTLE BREAK:

(8-21-12)

1605,1630

Description

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

Materials

Coir fiber wattle shall meet the following specifications:

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

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

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

Construction Methods

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

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

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

Measurement and Payment

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

Payment will be made under:

Pay Item	Pay Unit
Coir Fiber Wattle	Linear Foot

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

Description

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

Materials

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

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

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

Polyacrylamide (PAM) shall be applied in powder form and shall be anionic or neutrally charged. Soil samples shall be obtained in areas where the Temporary Rock Silt Checks Type A with Excelsior Matting and PAM will be placed, and from offsite material used to construct the roadway, and analyzed for the appropriate PAM flocculant to be utilized with each Temporary

Rock Silt Check Type A. The PAM product used shall be listed on the North Carolina Department of Environmental Quality Division of Water Resources web site as an approved PAM product for use in North Carolina.

Construction Methods

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

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

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

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

Measurement and Payment

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

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

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

Payment will be made under:

Pay Item	Pay Unit
Polyacrylamide(PAM)	Pound

BORROW PIT DEWATERING BASIN:

(3-17-09) (Rev 3-2-11)

Description

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.

Construct, maintain and remove earth embankments used to reduce turbidity from dewatering borrow sites. Work includes providing porous coir fiber baffle, filtration geotextile, stone and outlet structures; cleaning out, maintaining, removing and disposing of the borrow pit dewatering basin and all components; and reshaping, dressing, seeding and mulching the area.

Materials

Refer to Division 10

Item	Section
Riprap, Class A, B, 1, and 2	1042
Geotextile for Drainage, Type 2	1056
Coir Fiber Baffle	1640-2

Use suitable excavated materials, as specified in Sections 225, 230 and 240 of the *Standard Specifications* in the construction of earth embankments for borrow pit dewatering basins, except where otherwise specified.

Construction Methods

Construct borrow pit dewatering basins according to the detail in the erosion control plans, and at locations shown on Reclamation Plans or in areas as directed.

The volume of the borrow pit dewatering basin will be based on a 2 hour retention time. The pump rate shall not exceed 1,000 GPM. The Contractor, at his option, may use a greater retention time for managing turbidity.

The straight line distance between the inlet and outlet shall be divided to include a forebay chamber in the upper quarter cell. Install one porous coir fiber baffle across the full width of the basin to delineate the forebay chamber. Do not use earthen or rock baffle. Install filtration geotextile on the interior side slopes and the floor of the forebay.

The water pumped from the borrow pit into the dewatering basin shall be obtained from the top of the water column and shall be discharged into the forebay in a non-erodible manner.

The borrow pit dewatering basin outlet shall be a vertical non-perforated riser pipe or flash board riser attached with a watertight connection to a barrel that carries the water through the embankment.

Maintenance and Removal

Maintain the borrow pit dewatering basin, coir fiber baffle, and remove and dispose of silt accumulations in accordance with Article 1630-3 of the *Standard Specifications*. The Contractor may include a drain device for maintenance and removal at his discretion.

Remove the borrow pit dewatering basin once dewatering operations are completed. Grade, seed, and mulch the area after removal of the borrow pit dewatering basin in accordance with Section 1660 of the *Standard Specifications*. The area shall be stabilized with an approved groundcover before final acceptance of the site.

Measurement and Payment

No direct payment will be made for borrow pit dewatering basins with the exception of the work of silt removal during dewatering basin operation and the work of seeding and mulching after removal of the dewatering basin. All other work and materials required for installation, maintenance and removal of borrow pit dewatering basins shall be incidental to *Borrow Excavation*. Such price and payments will be full compensation for the work of constructing, maintaining and removing the borrow pit dewatering basin including, but not limited to, the construction and removal of the borrow pit dewatering basin; furnishing of the outlet structure, baffle, filtration geotextile, stone and optional drain devices; and removal of all such items once dewatering operations are completed.

Removal and disposal of silt accumulations during dewatering operations will be measured and paid at the contract unit price per cubic yard for *Silt Excavation* in accordance with Article 1630-4 of the *Standard Specifications*.

Grading, seeding, and mulching the area after removal of the borrow pit dewatering basin will be measured and paid at the contract unit price per acre for *Seeding and Mulching* in accordance with Section 1660-8 of the *Standard Specifications*.

IMPERVIOUS DIKE:

Description

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

Materials

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

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

Measurement and Payment

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

Payment will be made under:

Pay Item

Impervious Dike

Pay Unit

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**Item**

Coir Fiber Mat

Section

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

Coir Fiber Mat

Pay Unit

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	Pay Unit
Concrete Washout Structure	Each

FABRIC INSERT INLET PROTECTION DEVICE (HIGH FLOW)

(6-29-17)

Description

This work shall consist of installing, maintaining, and removing *Fabric Insert Inlet Protection Device*, of the type specified, in inlet structures (catch basins, drop inlets, etc) in areas where asphalt or concrete may prevent the proper installation of a Rock Inlet Sediment Traps Type C, or as directed.

Materials

The product shall be a fabric inlet protection device composed of a fitted woven polypropylene geotextile double sewn with nylon thread suspended sack. The *Fabric Inlet Protection Device* shall be manufactured to fit the opening of the catch basin or drop inlet or shall have a deflector to direct runoff from the curb opening into the fabric sack. The *Fabric Inlet Protection Device* shall have a rigid frame or support system to support the loaded weight of the product. The product shall have lifting loops for removing the device from the basin and will have dump straps attached at the bottom to facilitate the emptying of the device. The *Fabric Inlet Protection Device* shall have an overflow system to allow stormwater to enter the inlet structure and avoid ponding on the roadway when the device reaches capacity.

The stitching shall meet the following physical properties:

Physical	Test Method	English
Average Wide Width Strength	ASTM D-4884	165 lb/in

The fitted filter assembly shall have the following physical properties:

Physical	Test Method	English
Grab Tensile	ASTM D-4632	255 x 275 lbs
Minimum Puncture Strength	ASTM D-4833	125 lbs
Mullen Burst	ASTM D-3786	420 PSI
Minimum UV Resistance	ASTM D-4355	70 %.
Flow Rate	ASTM D-4491	200 gal/min/ft ²
Apparent Opening	ASTM D-4751	20 US Sieve
Permittivity	ASTM D-4491	1.5 sec ⁻¹

Construction Methods

Strictly comply with manufacturer's installation instructions and recommendations. Maintenance shall include regular daily inspections and after each qualifying rain event. The *Fabric Inlet Protection Device* shall be emptied, cleaned and placed back into the basin when it reaches 50% capacity or as directed.

Measurement and Payment

This work will be paid for at the contract unit price per *Fabric Inlet Protection Device* of the type specified, complete in place and accepted. Such payment shall be full compensation for furnishing and installing the *Fabric Inlet Protection Device* in accordance with this specification and for all required maintenance.

Maintenance of the device, cleanout and disposal of accumulated sediments shall be paid for by *Fabric Inlet Protection Device Cleanout*.

Payment will be made under:

Pay Item	Pay Unit
Fabric Insert Inlet Protection Device	Each
Fabric Insert Inlet Protection Device Cleanout	Each

**Project Special Provisions
Structures and Culverts**

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DocuSigned by:

David Stutts

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04/11/2022

MAINTENANCE AND PROTECTION OF TRAFFIC
BENEATH PROPOSED STRUCTURE AT STATION 38+26.89 -Y1-
& STATION 40+06.72 -Y2-

(8-13-04)

1.0 GENERAL

Maintain traffic on US 74 as shown in Traffic Control Plans and as directed by the Engineer.

Provide a minimum temporary vertical clearance of 16'-6" at all times during construction.

Submit plans and calculations for review and approval for protecting traffic and bracing girders, as described herein, at the above station before beginning work at this location. Have the drawings and design calculations prepared, signed, and sealed by a North Carolina Registered Professional Engineer. The approval of the Engineer will not relieve the Contractor of the responsibility for the safety of the method or equipment.

2.0 PROTECTION OF TRAFFIC

Protect traffic from any operation that affords the opportunity for construction materials, equipment, tools, etc. to be dropped into the path of traffic beneath the structure. Based on Contractor means and methods determine and clearly define all dead and live loads for this system, which, at a minimum, shall be installed between beams or girders over any travelway or shoulder area where traffic is maintained. Install the protective system before beginning any construction operations over traffic. In addition, for these same areas, keep the overhang falsework in place until after the rails have been poured.

3.0 BRACING GIRDERS

Brace girders to resist wind forces, weight of forms and other temporary loads, especially those eccentric to the vertical axis of the member during all stages of erection and construction. Before casting of intermediate diaphragms, decks, or connecting steel diaphragms do not allow the horizontal movement of girders to exceed ½ inch.

4.0 BASIS OF PAYMENT

Payment at the contract unit prices for the various pay items will be full compensation for the above work.

STEEL REINFORCED ELASTOMERIC BEARINGS**(6-22-16)**

The 2018 Standard Specifications shall be revised as follows:

In **Section 1079-2(A) – Elastomeric Bearings** add the following after the second paragraph:

Internal holding pins are required for all shim plates when the contract plans indicate the structure contains the necessary corrosion protection for a corrosive site.

Repair laminated (reinforced) bearing pads utilizing external holding pins via vulcanization. Submit product data for repair material and a detailed application procedure to the Materials and Tests Unit for approval before use and annually thereafter.

THERMAL SPRAYED COATINGS (METALLIZATION)**(12-1-2017)****1.0 DESCRIPTION**

Apply a thermal sprayed coating (TSC) and sealer to metal surfaces in accordance with the Thermal Sprayed Coatings (Metallization) Program and as specified herein when called for on the plans or by other Special Provisions. Use only Arc Sprayed application methods to apply TSC. The Engineer must approve other methods of application.

The Thermal Sprayed Coatings (Metallization) Program is available on the Materials and Tests Unit website.

2.0 QUALIFICATIONS

Only use NCDOT approved TSC Contractors meeting the requirements outlined in the Thermal Sprayed Coatings (Metallization) Program.

3.0 MATERIALS

Use only materials meeting the requirements of Section 7 of the Thermal Sprayed Coatings (Metallization) Program.

4.0 SURFACE PREPARATION AND TSC APPLICATION

Surface preparation of TSC surfaces shall meet the requirements of Section 8 of the Thermal Sprayed Coatings (Metallization) Program. Apply TSC with the alloy to the thickness specified on the plans or as required by Thermal Sprayed Coatings (Metallization) Program.

5.0 INSPECTION AND TESTING

The TSC Contractor must conduct inspections and tests listed in the Thermal Sprayed Coatings (Metallization) Program.

6.0 REPAIRS

Perform all shop repairs in accordance with the procedures outlined in the Thermal Sprayed Coatings (Metallization) Program.

Repairs associated with field welding shall be made by removing the existing metallizing by blast or power tool cleaning. Affected areas shall be addressed as follows:

- For Marine Environments, incorporate a minimum surface preparation in accordance with SSPC SP-11 (Power Tool Cleaning to Bare Metal) and require an approved epoxy mastic coating applied in accordance with the manufacturer's recommendation. Apply a minimum of two (2) coats at a rate of 5-7 (WFT) per coat to the affected area.

- For Non-Marine Environments, incorporate a minimum surface preparation in accordance with SSPC SP-11 (Power Tool Cleaning to Bare Metal) and require an approved organic zinc-rich coating applied in accordance with the manufacturer's recommendation. Apply a minimum of two (2) coats at a rate of 5-7 (WFT) per coat to the affected area.
 1. Minor localized areas less than or equal to 0.1 ft² with exposed substrate shall be repaired as outlined above for marine and non-marine environments.
 2. Large localized areas greater than 0.1 ft² with exposed substrate shall require the Contractor to submit a detailed repair procedure to the Engineer for review and approval.
- Repair methods for areas where the substrate has not been exposed shall be mutually agreed upon between the Contractor and TSC Contractor as approved by the Engineer.

7.0 TWELVE MONTH OBSERVATION PERIOD

All TSC materials applied under the Thermal Sprayed Coatings (Metallization) Program shall be evaluated twelve (12) months after project acceptance for defective materials and workmanship.

8.0 BASIS OF PAYMENT

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

**OPTIONAL PRECAST REINFORCED CONCRETE
BOX CULVERT AT STATION 65+70.00 -Y7-****(12-12-13)****1.0 GENERAL**

This Special Provision covers the design, fabrication and construction of precast reinforced concrete box culverts intended for the conveyance of storm water.

If the option is indicated on the plans, the submittal for a precast reinforced box culvert in lieu of a cast-in-place culvert is permitted. Design the precast culvert sections in accordance with ASTM C1577 or the current edition of the AASHTO LRFD Bridge Design Specifications. Rate all sizes of precast reinforced concrete box culverts in accordance with the current edition of the AASHTO Manual for Bridge Evaluation. Ensure the culvert rates for the AASHTO design loads and North Carolina's legal loads (see Section 2.0 for North Carolina's legal loads). Provide the size and number of barrels as indicated on the plans. Detail the culvert with cast-in-place wings walls and footings. Precast wing walls and footings will not be allowed. Provide a precast box culvert that meets the requirements of Section 1077 and any other applicable parts of the Standard Specifications.

The design and rating of the precast and cast-in-place members is the responsibility of the Contractor and is subject to review, comments and approval. Submit two sets of detailed plans and rating sheets for review. Include all details in the plans, including the size and spacing of the required reinforcement necessary to build the precast box and cast-in-place members. Have a North Carolina Registered Professional Engineer check and seal the plans, rating sheets and design calculations. After the plans, rating sheets and design calculations are reviewed and, if necessary, the corrections made, submit one set of plans and rating sheets on 22" x 34" sheets to become part of the contract plans.

If the span, rise and design earth cover for the precast reinforced concrete box culvert are identical to a previously approved submittal, the Contractor may request the previously approved design calculations and plans be considered as the submittal for review and approval. However, a set of plans and rating sheets will need to be submitted to become part of the contract plans.

2.0 NORTH CAROLINA'S LEGAL LOADS

Apply the following legal loads to all structures carrying interstate traffic:

SINGLE VEHICLE(SV)			TRUCK TRACTOR SEMI-TRAILER(TTST)		
REF. #	SCHEMATIC		REF. #	SCHEMATIC	
SH	5K	20K	25K 12.5 TON	T4A	11K 7.5K 19K 19K 56.5K 28.25 TON
S3A	7.5K 19K 19K	45.5K 22.75 TON	T5B	6.5K 19K 19K 9.75K 9.75K 64K 32 TON	
S3C	5K 19K 19K	43K 21.5 TON	T6A	11K 4K 19K 19K 9.5K 9.5K 72K 36 TON	
S4A	11.5K 4K 19K 19K	53.5K 26.75 TON	T7A	11K 4K 19K 19K 9K 9K 9K 80K 40 TON	
S5A	11K 6K 19K 19K 6K	61K 30.5 TON	T7B	11K 9.5K 9.5K 6K 6K 19K 19K 80K 40 TON	
S6A	11K 6.66K 6.67K 19K 19K 6.67K	69K 34.5 TON			
S7A	11K 6.66K 6.67K 19K 19K 6.67K 11K	80K 40 TON			
S7B	11K 7K 7K 19K 19K 7K 7K	77K 38.5 TON			

Apply the following legal loads to all structures carrying non-interstate traffic:

SINGLE VEHICLE (SV)		TRUCK TRACTOR SEMI-TRAILER (TTST)	
REF. #	SCHEMATIC	REF. #	SCHEMATIC
SNSH		TNAGRIT3	
SNGARBS2		TNT4A	
SNAGRIS2		TNAGRIT4	
SNCOTTS3		TNAGT5A	
SNAGGRS4		TNAGT5B	
SNS5A		TNT6A	
SNS6A		TNT7A	
SNS7B		TNT7B	

3.0 PRECAST REINFORCED CONCRETE BOX SECTIONS

The precast reinforced concrete box culvert sections shall match the size and hydraulic opening indicated in the contract plans.

A. Design

1. Design Fill – The design earth cover is reported on the plans as the elevation difference between the point of maximum fill and the bottom of the top slab.
2. Placement of Reinforcement – Provide a 1 inch concrete cover over the reinforcement subject to the provisions of Section F. Extend the inside reinforcement into the tongue portion of the joint and the outside reinforcement into the groove portion of the joint. Detail the clear distance of the end wires so it is not less than 1/2 inch or more than 2 inches from the ends of the box section. Assemble reinforcement per the requirements of ASTM C1577 or the approved design. The exposure of the ends of the wires used to position the reinforcement is not a cause for rejection.
3. Laps and Spacing – Use lap splices for the transverse reinforcement. Detail the transverse wires so that the center to center spacing is not less than 2 inches or more than 4 inches. Do not detail the longitudinal wires with a center to center spacing of more than 8 inches.

B. Joints

1. Produce the precast reinforced concrete box section with tongue and groove ends. Design and form these ends of the box section so, when the sections are laid together, they make a continuous line of box sections with a smooth interior free of appreciable irregularities in the flowline, all compatible with the permissible variations given in Section F. The internal joint formed at the tongue and groove ends of the precast units shall be sealed with either bitumen/butyl sealant or closed-cell neoprene material. The internal joint material shall be installed in accordance with the manufacturer's recommendations. The material shall be shown on the shop drawings when they are submitted for review.
2. Seal the external joint with an outside sealer wrap conforming to ASTM C877 that is at least 12 inches wide and covers the joint on both the sides and the top of the box section. Use ConWrap CS-212 from Concrete Sealants, Inc., EZ-Wrap from Press-Seal Gasket Corporation, Seal Wrap from Mar-Mac Manufacturing Co., Inc., Cadilloc External Pipe Joint from Cadilloc, or an approved equal for the outside sealer wrap. If the outside sealer wrap is not applied in a continuous strip along the entire joint, a 12 inch minimum lap of the outside sealer wrap is permitted. Before placing the outside sealer wrap, clean and prime the area receiving the outside sealer wrap in accordance with the sealer wrap manufacturer recommendations. The joint wrap manufacturer installation recommendations shall be included with shop drawings submitted for review. The external joint wrap shall be installed in pieces, as indicated on Figure 1 below:

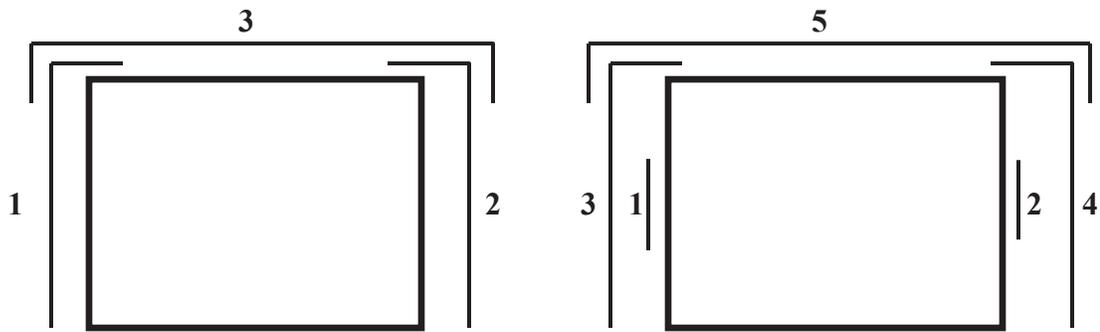


Figure 1

Cover the external joint sealer with a 3 foot strip of filter fabric conforming to Type 4 requirements in Section 1056 of the Standard Specifications.

Place multiple lines of a precast reinforced concrete box culvert such that the longitudinal joint between the sections has a minimum width of 3 inches. Fill the joint between multiple lines of precast box sections with Class A concrete. Use Class A concrete that meets the requirements listed in the Standard Specifications except that Field Compressive Strength Specimens are not required.

C. Manufacture

Manufacture precast reinforced concrete box culvert sections by either the wet cast method or dry cast method.

1. Mixture – In addition to the requirements of Section 1077 of the Standard Specifications, do not proportion the mix with less than 564 lb/yd³ of portland cement.
2. Strength – Concrete shall develop a minimum 28-day compressive strength of 5000 psi. Movement of the precast sections should be minimized during the initial curing period. Any damage caused by moving or handling during the initial curing phase will be grounds for rejection of that precast section.
3. Air Entrainment – Air entrain the concrete in accordance with Section 1077 - 5(A) of the Standard Specifications. For dry cast manufacturing, air entrainment is not required.
4. Testing – Test the concrete in accordance with the requirements of Section 1077 - 5(B).
5. Handling – Handling devices or holes are permitted in each box section for the purpose of handling and placing. Submit details of handling devices or holes for approval and do not cast any concrete until approval is granted. Remove all

handling devices flush with concrete surfaces as directed. Fill holes in a neat and workmanlike manner with an approved non-metallic non-shrink grout, concrete, or hole plug.

D. Physical Requirements

Acceptability of precast culvert sections is based on concrete cylinders made and tested in accordance with ASTM C31 and ASTM C39.

E. Permissible Variations

1. Flatness – All external surfaces shall be flat, true, and plumb. Irregularities, depressions, or high spots on all external surfaces shall not exceed 1/2 inch in 8 feet.
2. Internal Dimensions – Produce sections so that the internal and haunch dimensions do not vary more than 1/4 inch from the plan dimensions.
3. Adjacent Sections - Internal, external, and haunch dimensions for connecting sections shall not vary more than 1/2 inch.
4. Length of Tongue and Groove – The minimum length of the tongue shall be 4 inches. The minimum length of the groove shall be 4 inches. The dimensions of the tongue and groove shall not vary more than 1/4 inch from the plan dimensions.
5. Slab and Wall Thickness – Produce sections so that the slab and wall thickness are not less than that shown on the plans by more than 5% or 3/16 inch, whichever is greater. A thickness more than that required on the plans is not a cause for rejection.
6. Length of Opposite Surfaces – Produce sections so that variations in laying lengths of two opposite surfaces of the box section meet the requirements of ASTM C1577, Section 11.3.
7. Length of Section – Produce sections so that the underrun in length of a section is not more than 1/2 inch in any box section.
8. Position of Reinforcement – Produce sections so that the maximum variation in the position of the reinforcement is $\pm 3/8$ inch for slab and wall thicknesses of 5 inches or less and $\pm 1/2$ inch for slab and wall thicknesses greater than 5 inches. Produce sections so that the concrete cover is never less than 5/8 inch as measured to the internal surface or the external surface. The preceding minimum cover limitations do not apply at the mating surfaces of the joint.
9. Area of Reinforcement – Use the design steel shown on the plans for the steel reinforcement. Steel areas greater than those required are not cause for rejection. The permissible variation in diameter of any wire in finished fabric is prescribed for the wire before fabrication by either AASHTO M32 or M225.

F. Marking

1. Each section shall be match-marked in order of intended installation as indicated on the approved shop drawings. Ensure that pieces fit together neatly and in a workmanlike manner. In order to ensure a good, neat field fit, the Department will verify assembly of the first five adjacent sections or 20% of the total culvert length, whichever is greater, at the producer's facility and match-mark the pieces. This will require that a minimum of three adjacent sections of the culvert be fitted at the production yard at a time and then match-marked. Once three sections have been match-marked, the first section may be removed for shipment and a fourth section set for marking. Continue in a progressive manner until all sections have been properly match-marked. The producer shall document the GO-NO-GO dimensional measurements of each box culvert section produced through the post-pour inspection process.
2. Clearly mark each section of the box culvert in accordance with ASTM C1577, Section 15. The information requirements of Section 15.1 shall be clearly marked on the inner surface of each section.

G. Construction

1. Pre-installation Meeting – A pre-installation meeting is required prior to installation. Representatives from the Contractor, the precast box manufacturer, and the Department should attend this meeting. The precast box manufacturer representative shall be on site during installation.
2. Foundation – Foundation for precast box culvert shall meet the requirements of Section 414 of the Standard Specifications. In addition, Type VI foundation material shall be encapsulated in filter fabric conforming to Type 4 requirements in Section 1056 of the Standard Specifications. The filter fabric shall be placed perpendicular to the culvert barrel. Provide sufficient overhang beyond the excavation to allow a minimum lap of 3 feet when the foundation material is placed and fabric wrapped on top. Perpendicular sections of fabric shall be continuous. A minimum lap of 2 feet shall be provided between sections of fabric.
3. Installation – Sections shall be placed at the beginning of the outlet end of the culvert with the groove end being laid upgrade. Tongue sections shall be laid into the groove sections. Positive means shall be provided to pull each section firmly into the previously placed section so that the joints are tightly homed. Use a "come-along", box pullers or other approved methods to create a positive means of joining box sections. Construction equipment shall not have direct contact with the box section. The load of the box shall be suspended by lifting device during joining procedure.
4. Backfill – Complete backfill in accordance with Section 414 of the Standard Specifications.

4.0 BASIS OF PAYMENT

Any additional cost of redesigning will be paid for by the Contractor if Precast Reinforced Concrete Culvert is used in lieu of the cast-in-place culvert shown on the plans. Except for Foundation Conditioning Material and Culvert Excavation, payment for the Precast Box Culvert will be a lump sum amount equal to the payment that would be allowed for construction of a Cast-in-Place Box Culvert. Plan quantities and unit bid prices will be used to compute the lump sum amount. Such price and payment will be full compensation for all work covered by this Special Provision, the plans and applicable parts of the Standard Specifications and will include, but not be limited to, furnishing all labor, materials (including all filter fabric), equipment and other incidentals necessary to complete this work. Such price and payment will also be full compensation for concrete, reinforcing steel, labor, equipment and all other related materials necessary for the completion of the barrel section, and the construction of the headwalls, leveling pad, end curtain walls, wings and wing footings.

FALSEWORK AND FORMWORK**(2-14-22)****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.

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

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

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

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

Overhang width is measured from the centerline of the girder to the edge of the deck slab. For Type II, III & IV prestressed concrete girders (PCG), 45-degree cast-in-place half hangers and rods must have a minimum safe working load of 6,000 lbs.

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

For links slabs, the tops of girders directly beneath the link slab shall be free of overhang falsework attachments or other hardware. Submit calculations and working drawings for overhang falsework in the link slab region.

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

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

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

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

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

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

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

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

1. Wind Loads

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

Table 2.2 - Wind Pressure Values

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

2. Time of Removal

The following requirements replace those of Article 3.4.8.2.

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

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

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

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

B. Review and Approval

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

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

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

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

4.0 CONSTRUCTION REQUIREMENTS

All requirements of Section 420 of the Standard Specifications apply.

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

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

A. Maintenance and Inspection

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

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

B. Foundations

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

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

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

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

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

5.0 REMOVAL

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

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

6.0 METHOD OF MEASUREMENT

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

7.0 BASIS OF PAYMENT

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

SUBMITTAL OF WORKING DRAWINGS**(2-14-22)****1.0 GENERAL**

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

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

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

2.0 ADDRESSES AND CONTACTS

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

Via Email: SMU-wdr@ncdot.gov (do not cc SMU Working Drawings staff)

Via US mail:

Mr. B. C. Hanks, P. E.
State Structures Engineer
North Carolina Department
of Transportation
Structures Management Unit
1581 Mail Service Center
Raleigh, NC 27699-1581

Attention: Mr. J. L. Bolden, P. E.

Via other delivery service:

Mr. B. C. Hanks, P. E.
State Structures Engineer
North Carolina Department
of Transportation
Structures Management Unit
1000 Birch Ridge Drive
Raleigh, NC 27610

Attention: Mr. J. L. Bolden, P. E.

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

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

Via Email: EastGeotechnicalSubmittal@ncdot.gov

Via US mail:

Mr. David Hering, L.G., P. E.
Assistant State Geotechnical
Engineer – Eastern Region
North Carolina Department
of Transportation
Geotechnical Engineering Unit
Eastern Regional Office
1570 Mail Service Center
Raleigh, NC 27699-1570

Via other delivery service:

Mr. David Hering, L.G., P. E.
Assistant State Geotechnical
Engineer – Eastern Region
North Carolina Department
of Transportation
Geotechnical Engineering Unit
Eastern Regional Office
3301 Jones Sausage Road, Suite 100
Garner, NC 27529

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

Via Email: WestGeotechnicalSubmittal@ncdot.gov

Via US mail or other delivery service:

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

The status of the review of structure-related submittals sent to the Structures Management Unit can be viewed from the Unit’s website, via the “[Drawing Submittal Status](#)” link.

The status of the review of geotechnical-related submittals sent to the Geotechnical Engineering Unit can be viewed from the Unit’s website, via the “[Geotechnical Construction Submittals](#)” link.

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

Primary Structures Contact: James Bolden (919) 707 – 6408
jlbolden@ncdot.gov

Secondary Structures Contacts: Emmanuel Omile (919) 707 – 6451
eomile@ncdot.gov

Madonna Rorie (919) 707 – 6508
mrorie@ncdot.gov

Eastern Regional Geotechnical Contact (Divisions 1-7):

David Hering (919) 662 – 4710
dthering@ncdot.gov

Western Regional Geotechnical Contact (Divisions 8-14):

Eric Williams (704) 455 – 8902
ewilliams3@ncdot.gov

3.0 SUBMITTAL COPIES

Furnish one complete copy of each submittal, including all attachments, to the Engineer. At the same time, submit a copy of the same complete submittal directly to the Structures Management Unit and/or the Geotechnical Engineering Unit as specified in the tables below.

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

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

STRUCTURE SUBMITTALS

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

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

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

FOOTNOTES

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

GEOTECHNICAL SUBMITTALS

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

FOOTNOTES

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

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

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

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.

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

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

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

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

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

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



DEPARTMENT OF THE ARMY
WILMINGTON DISTRICT, CORPS OF ENGINEERS
69 DARLINGTON AVENUE
WILMINGTON, NORTH CAROLINA 28403-1343

May 27, 2022

Regulatory Division

Action ID. SAW-2020-00846

Mr. Gregory Price
North Carolina Department of Transportation
Division 6, DEO
PO Box 1150
Fayetteville, North Carolina 28302

Dear Mr. Price,

In accordance with the written request of July 29, 2021 and the ensuing administrative record, enclosed is an electronic copy of a permit to discharge dredged or fill material into waters of the U.S. in association with construction activities related to the proposed conversion of the intersection of US 74/76 and Old Lake Road (SR 1740) to a grade separation, the conversion of the intersection of US 74/76 and Chauncey Town Road (SR 1735) to an interchange, construction of a roundabout at the intersection of Sam Potts Highway (NC 214)/ Chauncey Town Road, and construction of a service road from Chauncey Town Road to Old Lake Road north of US 74/76 in Columbus County, near Lake Waccamaw North Carolina. **STIP: R-5819 and R-5820.**

Any deviation in the authorized work will likely require modification of this permit. If any change in the authorized work is necessary, you should promptly submit revised plans to the Corps showing the proposed changes. You may not undertake the proposed changes until the Corps notifies you that your permit has been modified.

Carefully read your permit. The general and special conditions are important. Your failure to comply with these conditions could result in a violation of Federal law. Certain significant general conditions require that:

- a. You must complete construction before December 31, 2027.
- b. You must notify this office in advance as to when you intend to commence and complete work.
- c. You must allow representatives from this office to make periodic visits to your worksite as deemed necessary to assure compliance with permit plans and conditions.

You should address all questions regarding this authorization to Ms. Liz Hair at the Wilmington Regulatory Field Office, telephone 910-251-4049.

FOR THE CHIEF, REGULATORY DIVISION

 Date: 2022.05.27
12:10:16 -04'00'

Monte Matthews
Lead Project Manager
Wilmington Regulatory Division

District Enclosures:

Electronic Copies Furnished (with enclosures):

Chief, Source Data Unit
NOAA/National Ocean Service
1315 East-west Highway, Room 7316
Silver Spring, Maryland 20910-3282

Copies Furnished with Special Conditions and Plans:

U. S. Fish and Wildlife Enhancement
Fish and Wildlife Enhancement
Post Office Box 33726
Raleigh, North Carolina 27636-3726

Dr. Pace Wilber
National Marine Fisheries Service
101 Pivers Island Road
Beaufort, North Carolina 28516

Mr. Todd Bowers
Wetlands and Marine Regulatory Section
Water Protection Division – Region IV
U. S. Environmental Protection Agency
61 Forsyth St. SW
Atlanta, Georgia 30303-8931

Mr. Jonathan Howell
Division of Coastal Management
North Carolina Department of
Environmental Quality
400 Commerce Avenue
Morehead City, North Carolina 28557
Ms. Amy Chapman

Transportation Permitting Unit
Division of Water Resources
Department of Environmental Quality
1617 Mail Service Center
Raleigh, North Carolina 27

DEPARTMENT OF THE ARMY PERMIT

Permittee: North Carolina Department of Transportation
Attn: Mr. Greg Price

Permit No.: SAW-2020-00846, STIP: R-5819 AND R-5820.

Issuing Office: CESA-W-RG-L

NOTE: The term "you" and its derivatives, as used in this permit, means the permittee or any future transferee. The term "this office" refers to the appropriate district or division office of the Corps of Engineers having jurisdiction over the permitted activity or the appropriate official of that office acting under the authority of the commanding officer.

You are authorized to perform work in accordance with the terms and conditions specified below.

Project Description: The North Carolina Department of Transportation (NCDOT) proposes to convert the intersection of US 74/76 and Old Lake Road (SR 1740) to a grade separation, convert the intersection of US 74/76 and Chauncey Town Road (SR 1735) to an interchange, construct a roundabout at the intersection of Sam Potts Highway (NC 214)/ Chauncey Town Road, and construct a service road from Chauncey Town Road to Old Lake Road north of US 74/76 in Columbus County, North Carolina.

Proposed total impacts: Associated with the overall R-5819 and R-5820 project include permanent impacts (fill, excavation, mechanized land clearing, and bank stabilization) to aquatic resources total 12.885 acres wetland and 94 linear feet of stream channel. Proposed hand clearing in wetlands totals 0.273-acres

Project Location: The proposed project is located along the intersection of US 74/76 and Old Lake Road (SR 1740), the intersection of US 74/76 and Chauncey Town Road (SR 1735), the intersection of Sam Potts Highway (NC 214)/ Chauncey Town Road, and along Georgia Road between Chauncey Town Road and Old Lake Road, north of US 74/76 in Columbus County, North Carolina.

General Conditions:

1. The time limit for completing the work authorized ends on **December 31, 2027**. If you find that you need more time to complete the authorized activity, submit your request for a time extension to this office for consideration at least one month before the above date is reached.
2. You must maintain the activity authorized by this permit in good condition and in conformance with the terms and conditions of this permit. You are not relieved of this requirement if you abandon the permitted activity, although you may make a good faith transfer to a third party in compliance with General Condition 4 below. Should you wish to cease to maintain the authorized activity or should you desire to abandon it without a good faith transfer, you must obtain a modification of this permit from this office, which may require restoration of the area.
3. If you discover any previously unknown historic or archeological remains while accomplishing the activity authorized by this permit, you must immediately notify this office of what you have found. We will initiate the Federal and state coordination required to determine if the remains warrant a recovery effort or if the site is eligible for listing in the National Register of Historic Places.
4. If you sell the property associated with this permit, you must obtain the signature of the new owner in the space provided and forward a copy of the permit to this office to validate the transfer of this authorization.

5. If a conditioned water quality certification has been issued for your project, you must comply with the conditions specified in the certification as special conditions to this permit. For your convenience, a copy of the certification is attached if it contains such conditions.

6. You must allow representatives from this office to inspect the authorized activity at any time deemed necessary to ensure that it is being or has been accomplished in accordance with the terms and conditions of your permit,

Special Conditions:

SEE ATTACHED SPECIAL CONDITIONS

Further Information:

1. Congressional Authorities: You have been authorized to undertake the activity described above pursuant to:

- () Section 10 of the Rivers and Harbors Act of 1899 (33 U.S.C. 403).
- (X) Section 404 of the Clean Water Act (33 U.S.C. 1344).
- () Section 103 of the Marine Protection, Research and Sanctuaries Act of 1972 (33 U.S.C. 1413).

2. Limits of this authorization.

- a. This permit does not obviate the need to obtain other Federal, state, or local authorizations required by law.
- b. This permit does not grant any property rights or exclusive privileges.
- c. This permit does not authorize any injury to the property or rights of others.
- d. This permit does not authorize interference with any existing or proposed Federal project.

3. Limits of Federal Liability. In issuing this permit, the Federal Government does not assume any liability for the following:

- a. Damages to the permitted project or uses thereof as a result of other permitted or unpermitted activities or from natural causes.
- b. Damages to the permitted project or uses thereof as a result of current or future activities undertaken by or on behalf of the United States in the public interest.
- c. Damages to persons, property, or to other permitted or unpermitted activities or structures caused by the activity authorized by this permit.
- d. Design or construction deficiencies associated with the permitted work.
- e. Damage claims associated with any future modification, suspension, or revocation of this permit.

4. Reliance on Applicant's Data: The determination of this office that issuance of this permit is not contrary to the public interest was made in reliance on the information you provided.

5. Reevaluation of Permit Decision. This office may reevaluate its decision on this permit at any time the circumstances warrant. Circumstances that could require a reevaluation include, but are not limited to, the following:

- a. You fail to comply with the terms and conditions of this permit.
- b. The information provided by you in support of your permit application proves to have been false, incomplete, or inaccurate (See 4 above).
- c. Significant new information surfaces which this office did not consider in reaching the original public interest decision.

Such a reevaluation may result in a determination that it is appropriate to use the suspension, modification, and revocation procedures contained in 33 CFR 325.7 or enforcement procedures such as those contained in 33 CFR 326.4 and 326.5. The referenced enforcement procedures provide for the issuance of an administrative order requiring you to comply with the terms and conditions of your permit and for the initiation of legal action where appropriate. You will be required to pay for any corrective measures ordered by this office, and if you fail to comply with such directive, this office may in certain situations (such as those specified in 33 CFR 209.170) accomplish the corrective measures by contract or otherwise and bill you for the cost.

6. Extensions. General condition 1 establishes a time limit for the completion of the activity authorized by this permit, Unless there are circumstances requiring either a prompt completion of the authorized activity or a reevaluation of the public interest decision, the Corps will normally give favorable consideration to a request for an extension of this time limit.

Your signature below, as permittee, indicates that you accept and agree to comply with the terms and conditions of this permit.

Gregory W. Price

 (PERMITTEE) NC DEPARTMENT OF TRANSPORTATION
 ATTN: MR. GREG PRICE

5/27/2022

 (DATE)

This permit becomes effective when the Federal official, designated to act for the Secretary of the Army, has signed below.

FOR

 (DISTRICT ENGINEER) BENJAMIN A. BENNETT, COLONEL

 (DATE)

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

 (TRANSFeree)

 (DATE)

SPECIAL CONDITIONS

SAW-2020-00846

R-5819 and R-5820

1. **Work Limits:** All work authorized by this permit shall be performed in strict compliance with the attached permit plans entitled Wetland and Surface Water Impacts-R-5819 and R-5820 and the Wetland and Surface Water Impacts Summary Tables dated February 14, 2022. The Permittees shall ensure that the construction design plans for this project do not deviate from the permit plans attached to this authorization. Any modification to the attached permit plans must be approved by the U.S. Army Corps of Engineers (Corps) prior to any active construction in waters or wetlands.
2. **Unauthorized Dredge and/or Fill:** Except as authorized by this permit or any Corps approved modification to this permit, no excavation, fill, or mechanized land-clearing activities shall take place at any time in the construction or maintenance of this project, within waters or wetlands, or shall any activities take place that cause the degradation of waters or wetlands. There shall be no excavation from, waste disposal into, or degradation of, jurisdictional wetlands or waters associated with this permit without appropriate modification of this permit, including appropriate compensatory mitigation. This prohibition applies to all borrow and waste activities connected with this project. In addition, except as specified in the plans attached to this permit, no excavation, fill or mechanized land-clearing activities shall take place at any time in the construction or maintenance of this project, in such a manner as to impair normal flows and circulation patterns within, into, or out of waters or wetlands or to reduce the reach of waters or wetlands.
3. **Permit Distribution:** The Permittees shall require its contractors and/or agents to comply with the terms and conditions of this permit in the construction and maintenance of this project, and shall provide each of its contractors and/or agents associated with the construction or maintenance of this project with a copy of this permit. A copy of this permit, including all conditions and drawings shall be available at the project site during construction and maintenance of this project.
4. **Preconstruction Meeting:** The Permittee shall schedule and attend a preconstruction meeting between its representatives, the contractor's representatives, and the Corps, Wilmington Field Office, NCDOT Regulatory Project Manager, prior to any work within jurisdictional waters and wetlands to ensure that there is a mutual understanding of all the terms and conditions contained with this Department of Army Permit. The Permittee shall provide the Corps, Wilmington Field Office, NCDOT Project Manager, with a copy of the final permit plans at least two weeks prior to the preconstruction meeting along with a description of any changes that have been made to the project's design, construction methodology or construction timeframe. The Permittee shall schedule the preconstruction meeting for a time frame when the Corps and North Carolina Division of Water Resources

SPECIAL CONDITIONS

SAW-2020-00846

R-5819 and R-5820

(NCDWR) Project Managers can attend. The Permittee shall invite the Corps and NCDWR Project Managers a minimum of thirty (30) days in advance of the scheduled meeting in order to provide those individuals with ample opportunity to schedule and participate in the required meeting. The thirty (30) day requirement can be waived with the concurrence of the Corps.

5. **Notification of Construction Commencement and Completion:** The Permittees shall notify the Corps in writing prior to beginning the work authorized by this permit and again upon completion of the work authorized by this permit.
6. **Reporting Address:** All reports, documentation, and correspondence required by the conditions of this permit shall be submitted to the following: U.S. Army Corps of Engineers, Wilmington District Wilmington Field Office, Attn: Liz Hair at 910-251-4049 / sarah.e.hair@usace.army.mil. The Permittees shall reference the following permit number, SAW-2020-00846, on all submittals.
7. **Permit Revocation:** The Permittees, upon receipt of a notice of revocation of this permit or upon its expiration before completion of the work will, without expense to the United States and in such time and manner as the Secretary of the Army or his authorized representative may direct, restore the water or wetland to its pre-project condition.
8. **Reporting Violations:** Violation of these permit conditions or violation of Section 404 of the Clean Water Act shall be reported to the Corps in writing and by telephone at: 910-251-4049 / sarah.e.hair@usace.army.mil within 24 hours of the Permittee's discovery of the violation.
9. **Endangered Species Act:** The Permittees shall implement all necessary measures to ensure the authorized activity does not kill, injure, capture, harass, or otherwise harm any federally-listed threatened or endangered species. While accomplishing the authorized work, if the Permittees discover or observe an injured or dead threatened or endangered species, the U.S. Army Corps of Engineers, Wilmington District Wilmington Field Office, Attn: Liz Hair at 910-251-4049/ sarah.e.hair@usace.army.mil will be immediately notified to initiate the required Federal coordination.
 - a. In June 2022, NCDOT will conduct the appropriate surveys for the wood stork (*Mycteria americana*), the red-cockaded woodpecker (*Picoides borealis*), and Cooley's meadowrue (*Thalictrum cooleyi*). Results of these surveys will be provided to the Corps and the U.S. Fish and Wildlife Service.

SPECIAL CONDITIONS

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- b. The U.S. Fish and Wildlife Service's (USFWS's) Programmatic Biological Opinion (PBO) titled, "NCDOT Program Effects on the Northern Long-eared Bat in Divisions 1-8", dated November 6, 2020, contains agreed upon conservation measures for the NLEB. As noted in the PBO, applicability of these conservation measures varies depending on the location of the project. Your authorization under this Department of the Army permit is conditional upon your compliance with all applicable agreed upon conservation measures in the PBO, which are incorporated by reference in this permit. Failure to comply with the applicable these conservation measures would constitute non-compliance with your Department of the Army permit. The USFWS is the appropriate authority to determine compliance with the terms and conditions of its PBO, and with the ESA.

10. **National Historic Preservation Act:** While accomplishing the authorized work, if the Permittees discover any previously unknown cultural resources, the District Engineer will be immediately notified so that required coordination can be initiated with the North Carolina Division of Natural and Cultural Resources.

11. **Culverts:**
 - a. Unless otherwise requested in the application and depicted on the approved permit plans, culverts greater than 48 inches in diameter shall be buried at least one foot below the bed of the stream. Culverts 48 inches in diameter and less shall be buried or placed on the stream bed as practicable and appropriate to maintain aquatic passage, and every effort shall be made to maintain existing channel slope. The bottom of the culvert shall be placed at a depth below the natural stream bottom to provide for passage during drought or low flow conditions. Culverts shall be designed and constructed in a manner that minimizes destabilization and head cutting.

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

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- c. The Permittee shall implement all reasonable and practicable measures to ensure that equipment, structures, fill pads, work, and operations associated with this project do not adversely affect upstream and/or downstream reaches. Adverse effects include, but are not limited to, channel instability, flooding, and/or stream bank erosion. The Permittee shall routinely monitor for these effects, cease all work when detected, take initial corrective measures to correct actively eroding areas, and notify this office immediately. Permanent corrective measures may require additional authorization by the Corps.
 - d. Culverts placed within wetlands must be installed in a manner that does not restrict the flows and circulation patterns of waters of the United States. Culverts placed across wetland fills purely for the purposes of equalizing surface water shall not be buried, but the culverts must be of adequate size and/or number to ensure unrestricted transmission of water.
12. **Maintain Flows and Circulation Patterns of Waters:** Except as specified in the plans attached to this permit, no excavation, fill or mechanized land-clearing activities shall take place at any time in the construction or maintenance of this project, in such a manner as to impair normal flows and circulation patterns within waters or wetlands or to reduce the reach of waters and/or wetlands.
13. **Sediment and Erosion Control:**
 - a. During the clearing phase of the project, heavy equipment shall not be operated in surface waters or stream channels. Temporary stream crossings will be used to access the opposite sides of stream channels. All temporary diversion channels and stream crossings will be constructed of non-erodible materials. Grubbing of riparian vegetation will not occur until immediately before construction begins on a given segment of stream channel.
 - b. No fill or excavation impacts for the purposes of sedimentation and erosion control shall occur within jurisdictional waters, including wetlands, unless the impacts are included on the plan drawings and specifically authorized by this permit. This includes, but is not limited to, sediment control fences and other barriers intended to catch sediment losses.
 - c. The Permittees shall remove all sediment and erosion control measures placed in waters and/or wetlands, and shall restore natural grades on those areas, prior to project completion.

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- d. The Permittees shall use appropriate sediment and erosion control practices which equal or exceed those outlined in the most recent version of the “North Carolina Sediment and Erosion Control Planning and Design Manual” to ensure compliance with the appropriate turbidity water quality standard. Erosion and sediment control practices shall be in full compliance with all specifications governing the proper design, installation and operation and maintenance of such Best Management Practices in order to ensure compliance with the appropriate turbidity water quality standards. This shall include, but is not limited to, the immediate installation of silt fencing or similar appropriate devices around all areas subject to soil disturbance or the movement of earthen fill, and the immediate stabilization of all disturbed areas. Additionally, the project shall remain in full compliance with all aspects of the Sedimentation Pollution Control Act of 1973 (North Carolina General Statutes Chapter 113A Article 4). Adequate sedimentation and erosion control measures shall be implemented prior to any ground disturbing activities to minimize impacts to downstream aquatic resources. These measures shall be inspected and maintained regularly, especially following rainfall events. All fill material shall be adequately stabilized at the earliest practicable date to prevent sediment from entering adjacent waters or wetlands.
14. **Clean Fill:** The Permittees shall use only clean fill material for this project. The fill material shall be free of items such as trash, construction debris, metal and plastic products, and concrete block with exposed metal reinforcement bars. Soils used for fill shall not be contaminated with any toxic substance in concentrations governed by Section 307 of the Clean Water Act. Unless otherwise authorized by this permit, all fill material placed in waters or wetlands shall be generated from an upland source.
15. **Temporary Fills:** Within thirty (30) days of the date of completing the authorized work, the Permittee shall remove all temporary fills in waters of the United States and restore the affected areas to pre-construction contours and elevations. The affected areas shall be re-vegetated with native, non-invasive vegetation as necessary to minimize erosion and ensure site stability.
16. **Borrow and Waste:** To ensure that all borrow and waste activities occur on high ground and do not result in the degradation of adjacent waters and wetlands, except as authorized by this permit, the Permittee shall require its contractors and/or agents to identify all areas to be used as borrow and/or waste sites associated with this project. The Permittee shall provide the Corps with appropriate maps indicating the locations of proposed borrow and/or waste sites as soon as such information is

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available. The Permittee shall submit to the Corps site-specific information needed to ensure that borrow and/or waste sites comply with all applicable Federal requirements, to include compliance with the Endangered Species Act and the National Historic Preservation Act, such as surveys or correspondence with agencies (e.g., the USFWS, the NC-HPO, etc.). The required information shall also include the location of all aquatic features, if any, out to a distance of 400 feet beyond the nearest boundary of the site. The Permittee shall not approve any borrow and/or waste sites before receiving written confirmation from the Corps that the proposed site meets all Federal requirements, whether or not waters of the U.S., including wetlands, are located in the proposed borrow and/or waste site. All delineations of aquatic sites on borrow and/or waste sites shall be verified by the Corps and shown on the approved reclamation plans. The Permittee shall ensure that all borrow and/or waste sites comply with Special Condition 2 of this permit. Additionally, the Permittee shall produce and maintain documentation of all borrow and waste sites associated with this project. This documentation will include data regarding soils, vegetation, hydrology, any delineation(s) of aquatic sites, and any jurisdictional determinations made by the Corps to clearly demonstrate compliance with Special Condition 2. All information will be available to the Corps upon request. The Permittee shall require its contractors to complete and execute reclamation plans for each borrow and/or waste site and provide written documentation that the reclamation plans have been implemented and all work is completed. This documentation will be provided to the Corps within 30 days of the completion of the reclamation work.

17. **Water Contamination:** All mechanized equipment shall be regularly inspected and maintained to prevent contamination of waters and wetlands from fuels, lubricants, hydraulic fluids, or other toxic materials. In the event of a spill of petroleum products or any other hazardous waste, the Permittees shall immediately report it to the N.C. Division of Water Resources at (919) 733-3300 or (800) 858-0368 and provisions of the North Carolina Oil Pollution and Hazardous Substances Control Act shall be followed.
18. **Aquatic Life Movement:** No activity may substantially disrupt the necessary life cycle movements of those species of aquatic life indigenous to the waterbody, including those species that normally migrate through the area. All discharges of dredged or fill material within waters of the United States shall be designed and constructed, except as authorized as indirect impacts, to maintain low flows to sustain the movement of aquatic species.
19. **Prohibitions on Concrete:** The Permittees shall take measures necessary to prevent live or fresh concrete, including bags of uncured concrete, from coming into

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contact with any water in or entering waters of the United States. Water inside coffer dams or casings that has been in contact with concrete shall only be returned to waters of the United States when it no longer poses a threat to aquatic organisms (concrete is set and cured).

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

ROY COOPER
Governor

ELIZABETH S. BISER
Secretary

RICHARD E. ROGERS, JR.
Director



NORTH CAROLINA
Environmental Quality

March 23, 2022

Gregory W. Price, PWS
Division Environmental Officer
North Carolina Department of Transportation
431 Transportation Drive
Fayetteville, NC 28302

Subject: 401 Water Quality Certification Pursuant to Section 401 of the Federal Clean Water Act with ADDITIONAL CONDITIONS for Proposed improvements to convert at-grade intersection of US 74/76 and SR 1735 (Chauncey Town Road) to interchange; Convert at grade intersection of US 74/76 and SR 1740 (Old Lake Road) to grade separation; Construct roundabout at the intersection of NC 214/SR 1735 (Chauncey Town Road); Construct service road between SR 1735 and SR 1740 north of US 74/76 in Columbus County, STIP No. R-5819 & R-5820. NCDWR Project No. 20211693.

Dear Mr. Price:

Attached hereto is a copy of Certification No. 004664 issued to The North Carolina Department of Transportation (NCDOT) dated received November 22,2021 and revised February 22, 2022.

This approval is for the purpose and design described in your application. The plans and specifications for this project are incorporated by reference as part of this Water Quality Certification. If you change your project, you must notify the Division and you may be required to submit a new application package with the appropriate fee. If the property is sold, the new owner must be given a copy of this Certification and is responsible for complying with all conditions. [15A NCAC 02H .0507(d)(2)]. This Certification does not relieve the permittee of the responsibility to obtain all other required Federal, State, or Local approvals before proceeding with the project, including those required by, but not limited to, Sediment and Erosion Control, Non-Discharge, Water Supply Watershed, and Trout Buffer regulations.

If we can be of further assistance, do not hesitate to contact us.

Sincerely,

DocuSigned by:

Amy Chapman

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Richard E. Rogers, Jr., Director
Division of Water Resources



Attachments

Electronic copy only distribution:

Liz Hair, US Army Corps of Engineers, Wilmington Field Office
Chris Rivenbark, NC Department of Transportation
Gary Jordan, US Fish and Wildlife Service
Travis Wilson, NC Wildlife Resources Commission
Beth Harmon, Division of Mitigation Services
Hannah Sprinkle, NC Division of Water Resources Wilmington Regional Office
File Copy

401 Water Quality Certification Pursuant to Section 401 of the Federal Clean Water 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 a total of 13.684 acres of jurisdictional wetlands, and 410 linear feet of jurisdictional streams in Columbus County. The project shall be constructed pursuant to the application dated received November 22, 2021 and revised February 22, 2022. The authorized impacts are as described below:

R-5819:

Stream Impact in the Lumber River Basin

Permit Drawing Site Number	Type	Permanent Impacts (lf)	Temporary Impacts (lf)	Total Impact (lf)
18	Perennial	---	6	6
19	Perennial	94	310	404
Total Impacts		94	316	410

includes bank stabilization

Wetland Impacts in the Lumber River Basin

Permit Drawing Site Number	Type	Permanent Fill (ac)	Temporary Fill (ac)	Excavation (ac)	Mechanized Clearing (ac)	Hand Clearing (ac)	Total Wetland Impact (ac)
7	Riparian	2.643	---	0.230	0.888	0.020	3.781
8	Non-Riparian	0.823	---	0.075	0.278	---	1.176
12	Riparian	---	---	0.28	0.122	---	0.402
13	Riparian	---	---	0.46	0.13	---	0.59
14	Non-Riparian	0.004	---	---	0.01	---	0.014
15	Non-Riparian	---	---	0.008	0.013	---	0.021
16	Riparian	1.058	---	0.251	0.282	0.043	1.634
17	Riparian	---	0.37	---	---	---	0.37
18	Riparian	0.001	---	---	0.021	---	0.022
Total Impacts		4.529	0.37	1.304	1.744	0.06	8.01

Open Water Impacts in the Lumber River Basin

Permit Drawing Site Number	Type	Permanent Fill (ac)	Temporary Fill (ac)	Total Wetland Impact (ac)
20	Tributary	0.042	---	0.042
Total Impacts				0.042

R-5820:

Wetland Impacts in the Lumber River Basin

Permit Drawing Site Number	Type	Permanent Fill (ac)	Temporary Fill (ac)	Excavation (ac)	Mechanized Clearing (ac)	Hand Clearing (ac)	Total Wetland Impact (ac)
3	Non-Riparian	0.098	0.156	---	---	---	0.254
4	Non-Riparian	1.889	---	---	0.329	---	2.218
5	Non-Riparian	0.721	---	---	0.208	---	0.929
6	Non-Riparian	---	---	0.01	0.025	---	0.035
9	Non-Riparian	---	---	0.31	0.2	---	0.51
10*	Non-Riparian	---	---	0.338	0.211	0.21	0.759
11	Non-Riparian	---	---	0.032	0.097	---	0.129
12	Non-Riparian	---	---	0.525	0.315	---	0.84
Total Impacts		2.708	0.156	1.215	1.385	0.21	5.674

utilities included

Open Water Impacts in the Lumber River Basin

Permit Drawing Site Number	Type	Permanent Fill (ac)	Temporary Fill (ac)	Total Wetland Impact (ac)
1	Tributary	0.202	0.015	0.217
4	Tributary	0.038	0.003	0.041
9	Tributary	0.003	0.001	0.004
11	Tributary	0.1	0.1	0.2
12	Tributary	0.19	---	0.19
Total Impacts		0.533	0.119	0.652

The application provides adequate assurance that the discharge of fill material into the waters of the Lumber River Basin in conjunction with the proposed development will not result in a violation of applicable Water Quality Standards and discharge guidelines. Therefore, the State of North Carolina certifies that this activity will not violate the applicable portions of Sections 301, 302, 303, 306, 307 of PL 92-500 and PL 95-217 if conducted in accordance with the application and conditions hereinafter set forth.

This approval is only valid for the purpose and design that you submitted in your application dated received November 22, 2021 and revised February 22, 2022. Should your project change, you are required to notify the NCDWR and submit a new application. If the property is sold, the new owner must be given a copy of this Certification and approval letter, and is thereby responsible for complying with all the conditions. If any additional wetland impacts, or stream impacts, for this project (now or in the future) exceed 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.

This Water Quality Certification neither grants nor affirms any property right, license, or privilege in any lands or waters, or any right of use in any waters. This Water Quality Certification does not authorize any person to interfere with the riparian rights, littoral rights, or water use rights of any other person and does not create any prescriptive right or any right of priority regarding any usage of water. This Water Quality Certification shall not be interposed as a defense in any action respecting the determination of riparian or littoral rights or other rights to water use. No consumptive user is deemed by virtue of this Water Quality Certification to possess any prescriptive or other right of priority with respect to any other consumptive user regardless of the quantity of the withdrawal or the date on which the withdrawal was initiated or expanded. Upon the presentation of proper credentials, the Division may inspect the property.

Condition(s) of Certification:

Project Specific Conditions

1. The NCDOT Division Environmental Officer or Environmental Assistant will conduct a pre-construction meeting with all appropriate staff to ensure that the project supervisor and essential staff understand the potential issues with stream and pipe alignment at the permitted site. NCDWR staff shall be invited to the pre-construction meeting. [15A NCAC 02H.0506(b)(2) and (b)(3)]
2. Compensatory mitigation for impacts to 12.79 acres wetlands is required. We understand that you have chosen to perform compensatory mitigation for impacts to wetlands through the North Carolina Division of Mitigation Services (DMS) (formerly NCEEP), and that the DMS has agreed to implement the mitigation for the project. DMS has indicated in a letter dated March 23, 2022 that they will assume responsibility for satisfying the federal Clean Water Act compensatory mitigation requirements for the above-referenced project, in accordance with DMS's Mitigation Banking Instrument signed July 28, 2010.

General Conditions

3. If the project occurs in waters or watersheds classified as Primary Nursery Areas (PNAs), SA, WS-I, WS-II, High Quality Waters (HQW), or Outstanding Resource Waters (ORW), then the sedimentation and erosion control designs shall comply with the requirements set forth in 15A NCAC 04B .0124, *Design Standards in Sensitive Watershed*. [15A NCAC 02H.0506(b)(3) and (c)(3); GC 4135]
4. For projects impacting waters classified by the NC Environmental Management Commission as Outstanding Resource Waters (ORW), Trout (Tr), High Quality Waters (HQW), or Water Supply I or II

(WSI, WSII) stormwater shall be directed to vegetated buffer areas, grass-lined ditches or other means appropriate to the site for the purpose of pre-treating storm water runoff prior to discharging directly into streams. Mowing of existing vegetated buffers is strongly discouraged.

5. The permittee shall use /Design Standards in Sensitive Watersheds/(15A NCAC 4B.0124[a]-[e]) in areas draining to (WS-I,WS-II, ORW, HQW, ORW, Tr. However, due to the size of the project, the NCDOT shall not be required to meet 15A NCAC 4B .0124(a) regarding the maximum amount of uncovered acres.
6. The issuance of this certification does not exempt the Permittee from complying with any and all statutes, rules, regulations, or ordinances that may be imposed by other government agencies (i.e. local, state, and federal) having jurisdiction, including but not limited to applicable buffer rules, stormwater management rules, soil erosion and sedimentation control requirements, etc.
7. The Permittee shall report any violations of this certification to the Division of Water Resources within 24 hours of discovery. [15A NCAC 02B.0506(b)(2)]
- * 8. The Permittee shall ensure that the final design drawings adhere to the permit and to the permit drawings submitted for approval. [15A NCAC 02H .0507 (c) and 15A NCAC 02H .0506 (b)(2) and (c)(2)]
9. The outside buffer, wetland or water boundary located within the construction corridor approved by this authorization, including all non-commercial borrow and waste sites associated with the project, shall be clearly marked by highly visible fencing prior to any land disturbing activities. Impacts to areas within the fencing are prohibited unless otherwise authorized by this certification. [15A NCAC 02H.0501 and .0502]
10. If concrete is used during construction, a dry work area shall be maintained to prevent direct contact between curing concrete and stream water. Water that inadvertently contacts uncured concrete shall not be discharged to surface waters due to the potential for elevated pH and possible aquatic life and fish kills. [15A NCAC 02B.0200]
11. During the construction of the project, no staging of equipment of any kind is permitted in waters of the U.S., or protected riparian buffers. [15A NCAC 02H.0506(b)(2)]
12. The dimension, pattern and profile of the stream above and below the crossing shall not be modified. Disturbed floodplains and streams shall be restored to natural geomorphic conditions. [15A NCAC 02H.0506(b)(2)]
13. The use of rip-rap above the Normal High Water Mark shall be minimized. Any rip-rap placed for stream stabilization shall be placed in stream channels in such a manner that it does not impede aquatic life passage. [15A NCAC 02H.0506(b)(2)]
14. All work in or adjacent to stream waters shall be conducted in a dry work area. Approved BMP measures from the most current version of NCDOT Construction and Maintenance Activities manual such as sandbags, rock berms, cofferdams and other diversion structures shall be used to prevent excavation in flowing water. [15A NCAC 02H.0506(b)(3) and (c)(3)]
15. Heavy equipment shall be operated from the banks rather than in the stream channel in order to minimize sedimentation and reduce the introduction of other pollutants into the stream. [15A NCAC 02H.0506(b)(3)]
16. All mechanized equipment operated near surface waters must be regularly inspected and maintained to prevent contamination of stream waters from fuels, lubricants, hydraulic fluids, or other toxic materials. [15A NCAC 02H.0506(b)(3)]

17. No rock, sand or other materials shall be dredged from the stream channel except where authorized by this certification. [15A NCAC 02H.0506(b)(3)]
18. When applicable, all construction activities shall be performed and maintained in full compliance with G.S. Chapter 113A Article 4 (Sediment and Pollution Control Act of 1973). Regardless of applicability of the Sediment and Pollution Control Act, all projects shall incorporate appropriate Best Management Practices for the control of sediment and erosion so that no violations of state water quality standards, statutes, or rules occur. [15A NCAC 02H .0506 {b)(3) and (c)(3) and 15A NCAC 02B.0200]
19. All devices shall be maintained on all construction sites, borrow sites, and waste pile (spoil) sites, including contractor-owned or leased borrow pits associated with the project. Sufficient materials required for stabilization and/or repair of erosion control measures and stormwater routing and treatment shall be on site at all times.
20. The permittee and its authorized agents shall conduct its activities in a manner consistent with State water quality standards (including any requirements resulting from compliance with §303(d) of the Clean Water Act) and any other appropriate requirements of State and Federal law. If the NCDWR determines that such standards or laws are not being met (including the failure to sustain a designated or achieved use) or that State or federal law is being violated, or that further conditions are necessary to assure compliance, the NCDWR may reevaluate and modify this certification. [15A NCAC 02B.0200]
21. All fill slopes located in jurisdictional wetlands shall be placed at slopes no flatter than 3:1, unless otherwise authorized by this certification. [15A NCAC 02H.0506(b)(2)]
22. NCDOT shall be in compliance with the NCS00250 issued to the NCDOT, including the applicable requirements of the NCG01000. Please note the extra protections for the sensitive watersheds.
23. The post-construction removal of any temporary bridge structures must return the project site to its preconstruction contours and elevations. The impacted areas shall be revegetated with appropriate native species. [15A NCAC 02H .0506(b)(2)]
24. Bridge deck drains shall not discharge directly into the stream. Stormwater shall be directed across the bridge and pre-treated through site-appropriate means (grassed swales, pre-formed scour holes, vegetated buffers, etc.) before entering the stream. To meet the requirements of NCDOT's NPDES permit NCS000250, please refer to the most recent version of the *North Carolina Department of Transportation Stormwater Best Management Practices Toolbox* manual for approved measures. [15A NCAC 02H .0507(d)(2) and 15A NCAC 02H .0506(b)(5)]
25. Bridge piles and bents shall be constructed using driven piles (hammer or vibratory) or drilled shaft construction methods. More specifically, jetting or other methods of pile driving are prohibited without prior written approval from the NCDWR first. [15A NCAC 02H.0506(b)(2)]
26. No drill slurry or water that has been in contact with uncured concrete shall be allowed to enter surface waters. This water shall be captured, treated, and disposed of properly. [15A NCAC 02H .0506(b)(3)]
27. A turbidity curtain will be installed in the stream if driving or drilling activities occur within the stream channel, on the stream bank, or within 5 feet of the top of bank, or during the removal of bents from an old bridge. This condition can be waived with prior approval from the NCDWR. [15A NCAC 02H .0506(b)(3)]
28. All bridge construction shall be performed from the existing bridge, temporary work bridges, temporary causeways, or floating or sunken barges. If work conditions require barges, they shall be floated into position and then sunk. The barges shall not be sunk and then dragged into position. Under no

circumstances should barges be dragged along the bottom of the surface water. [15A NCAC 02H.0506(b)(3)]

29. Unless otherwise approved in this certification, placement of culverts and other structures in open waters and streams, shall be placed below the elevation of the streambed by one foot for all culverts with a diameter greater than 48 inches, and 20 percent of the culvert diameter for culverts having a diameter less than 48 inches, to allow low flow passage of water and aquatic life. Design and placement of culverts and other structures including temporary erosion control measures shall not be conducted in a manner that may result in dis-equilibrium of wetlands or streambeds or banks, adjacent to or upstream and down stream of the above structures. The applicant is required to provide evidence that the equilibrium is being maintained if requested in writing by the NCDWR. If this condition is unable to be met due to bedrock or other limiting features encountered during construction, please contact the NCDWR for guidance on how to proceed and to determine whether or not a permit modification will be required. [15A NCAC 02H.0506(b)(2)]
30. If multiple pipes or barrels are required, they shall be designed to mimic natural stream cross section as closely as possible including pipes or barrels at flood plain elevation and/or sills where appropriate. Widening the stream channel should be avoided. Stream channel widening at the inlet or outlet end of structures typically decreases water velocity causing sediment deposition that requires increased maintenance and disrupts aquatic life passage. [15A NCAC 02H.0506(b)(2)]
31. Riprap shall not be placed in the active thalweg channel or placed in the streambed in a manner that precludes aquatic life passage. Bioengineering boulders or structures should be properly designed, sized and installed. [15A NCAC 02H.0506(b)(2)]
32. The stream channel shall be excavated no deeper than the natural bed material of the stream, to the maximum extent practicable. Efforts must be made to minimize impacts to the stream banks, as well as to vegetation responsible for maintaining the stream bank stability. Any applicable riparian buffer impact for access to stream channel shall be temporary and be revegetated with native riparian species. [15A NCAC 02H.0506(b)(2)]
33. Pipes and culverts used exclusively to maintain equilibrium in wetlands, where aquatic life passage is not a concern, shall not be buried. These pipes shall be installed at natural ground elevation.
34. Tall fescue shall not be used in the establishment of temporary or permanent groundcover within riparian areas. For the establishment of permanent herbaceous cover, erosion control matting shall be used in conjunction with an appropriate native seed mix on disturbed soils within the riparian area and on disturbed steep slopes with the following exception. Erosion control matting is not necessary if the area is contained by perimeter erosion control devices such as silt fence, temporary sediment ditches, basins, etc. Matting should be secured in place with staples, stakes, or wherever possible, live stakes of native trees. Erosion control matting placed in riparian areas shall not contain a nylon mesh grid, which can impinge and entrap small animals. For the establishment of temporary groundcover within riparian areas, hydroseeding along with wood or cellulose based hydro mulch applied from a fertilizer- and limestone-free tank is allowable at the appropriate rate in conjunction with the erosion control measures. Discharging hydroseed mixtures and wood or cellulose mulch into surface waters is prohibited. Riparian areas are defined as a distance 25 feet landward from top of stream bank.
35. Discharging hydroseed mixtures and washing out hydroseeders and other equipment in or adjacent to surface waters is prohibited. [15A NCAC 02H.0506(b)(3)]
36. Native riparian vegetation must be reestablished in the riparian areas within the construction limits of the project by the end of the growing season following completion of construction. [15A NCAC 02B.0XXX(10)]

37. Erosion and sediment control practices must be in full compliance with all specifications governing the proper design, installation and operation and maintenance of such Best Management Practices in order to protect surface waters standards [15A NCAC 02H.0506(b)(3) and (c)(3):
 - a. The erosion and sediment control measures for the project must be designed, installed, operated, and maintained in accordance with the most recent version of the *North Carolina Sediment and Erosion Control Planning and Design Manual*.
 - b. The design, installation, operation, and maintenance of the sediment and erosion control measures must be such that they equal, or exceed, the requirements specified in the most recent version of the *North Carolina Sediment and Erosion Control Manual*. The devices shall be maintained on all construction sites, borrow sites, and waste pile (spoil) projects, including contractor-owned or leased borrow pits associated with the project.
 - c. For borrow pit sites, the erosion and sediment control measures must be designed, installed, operated, and maintained in accordance with the most recent version of the *North Carolina Surface Mining Manual*.
 - d. The reclamation measures and implementation must comply with the reclamation in accordance with the requirements of the Sedimentation Pollution Control Act.

38. Sediment and erosion control measures shall not be placed in wetlands or surface waters, or within 5 feet of the top of bank, without prior approval from DWR. [15A NCAC 02H.0506(b)(3) and (c)(3)]

39. There shall be no excavation from, or waste disposal into, jurisdictional wetlands or waters associated with this permit without appropriate modification. Should waste or borrow sites, or access roads to waste or borrow sites, be located in wetlands or streams, compensatory mitigation will be required since that is a direct impact from road construction activities. [15A NCAC 02H.0506(b)(3) and (c)(3)]

40. A copy of this Water Quality Certification shall be maintained on the construction site at all times. In addition, the Water Quality Certification and all subsequent modifications, if any, shall be maintained with the Division Engineer and the on-site project manager. [15A NCAC 02H .0507(c) and 15A NCAC 02H .0506 (b)(2) and (c)(2)]

- * 41. Upon completion of the project (including any impacts at associated borrow or waste sites), the NCDOT Division Engineer shall complete and return the enclosed "Certification of Completion Form" to notify the NCDWR when all work included in the 401 Certification has been completed. [15A NCAC 02H.0502(f)]

This Certification shall become null and void unless the above conditions are made conditions of the Federal 404 and/or Coastal Area Management Act Permit. This Certification shall expire upon the expiration of the 404 or CAMA permit. Please be aware that impacting waters without first applying for and securing the issuance of a 401 Water Quality Certification violates Title 15A of the North Carolina Administrative Code (NCAC) 2H .0500. Title 15A NCAC 2H .0500 requires certifications pursuant to Section 401 of the Clean Water Act whenever construction or operation of facilities will result in a discharge into navigable waters, including wetlands, as described in 33 Code of Federal Regulations (CFR) Part 323. It also states any person desiring issuance of the State certification or coverage under a general certification required by Section 401 of the Federal Water Pollution Control Act shall file with the Director of the North Carolina Division of Water Quality. Violations of any condition herein set forth may result in revocation of this Certification and may result in criminal and/or civil penalties. Pursuant to G.S. 143-215.6A, these violations and any future violations are subject to a civil penalty assessment of up to a maximum of \$25,000.00 per day for each violation.

This approval and its conditions are final and binding unless contested [G.S. 143-215.5]. Please be aware that impacting waters without first applying for and securing the issuance of a 401 Water Quality Certification violates Title 15A of the North Carolina Administrative Code (NCAC) 2H .0500. Title 15A NCAC 2H .0500 requires certifications pursuant to Section 401 of the Clean Water Act whenever construction or operation of facilities will

result in a discharge into navigable waters, including wetlands, as described in 33 Code of Federal Regulations (CFR) Part 323. It also states any person desiring issuance of the State certification or coverage under a general certification required by Section 401 of the Federal Water Pollution Control Act shall file with the Director of the North Carolina Division of Water Quality. Pursuant to G.S. 143-215.6A, these violations and any future violations are subject to a civil penalty assessment of up to a maximum of \$25,000.00 per day for each violation.

This Certification can be contested as provided in Chapter 150B of the North Carolina General Statutes by filing a Petition for a Contested Case Hearing (Petition) with the North Carolina Office of Administrative Hearings (OAH) within sixty (60) calendar days. Requirements for filing a Petition are set forth in Chapter 150B of the North Carolina General Statutes and Title 26 of the North Carolina Administrative Code. Additional information regarding requirements for filing a Petition and Petition forms may be accessed at <http://www.ncoah.com/> or by calling the OAH Clerk's Office at (919) 431-3000.

A party filing a Petition must serve a copy of the Petition on:

William F. Lane, General Counsel
Department of Environmental Quality
1601 Mail Service Center
Raleigh, NC 27699-1601

If the party filing the Petition is not the permittee, then the party must also serve the recipient of the Certification in accordance with N.C.G.S 150B-23(a).

This the 23rd day of March 2022

DIVISION OF WATER RESOURCES

DocuSigned by:

Amy Chapman

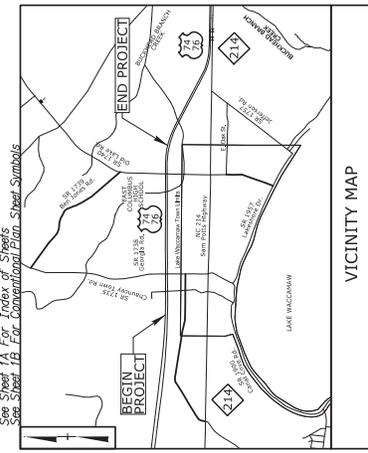
9C9886312DCD474...

Richard E. Rogers, Jr., Director

WQC No. 004664

TIP PROJECT: R-5819R-5820

CONTRACT:



STATE	N.C.	PROJECT NUMBER	R-5819R-5820
DATE	4/20/21	ROW	PE
DATE	4/20/21	CONST	CONST
DATE	4/20/21		
DATE	4/20/21		
DATE	4/20/21		

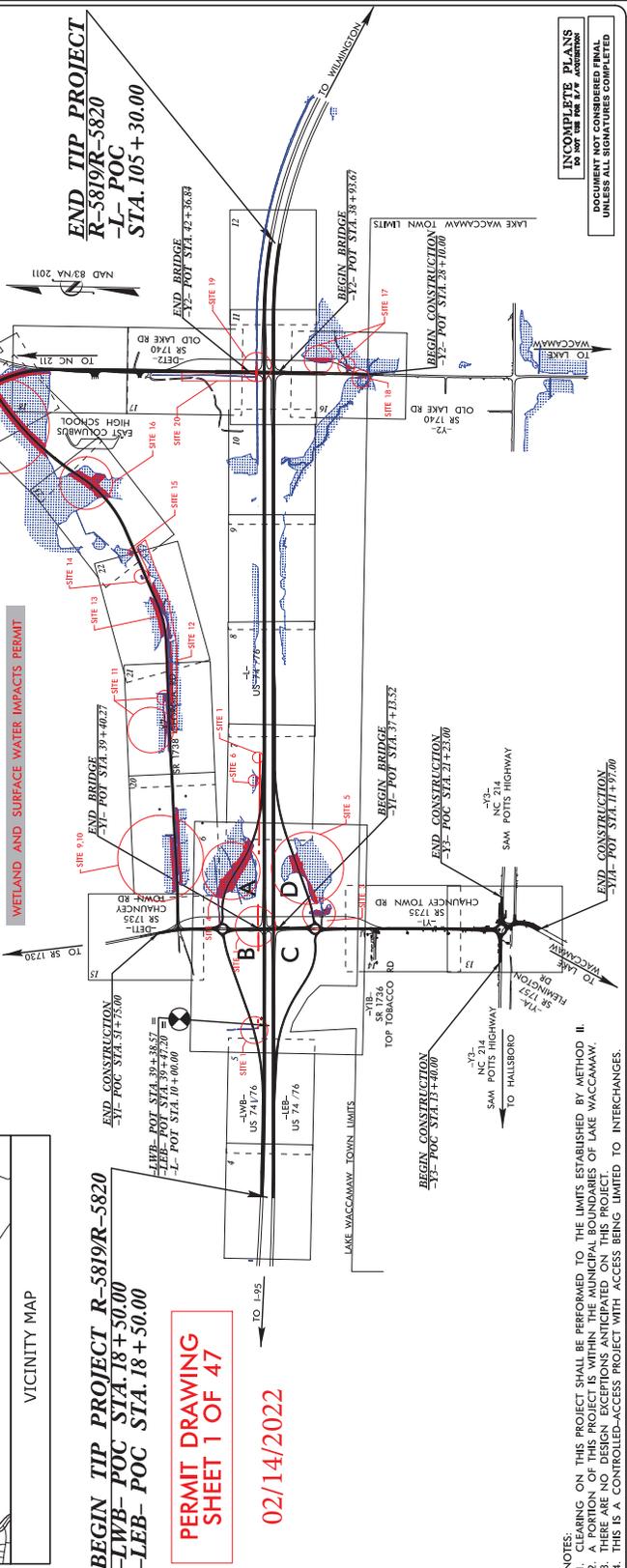
**NOT FOR CONSTRUCTION,
FOR FEMA PERMITTING**

**STATE OF NORTH CAROLINA
DIVISION OF HIGHWAYS**

COLUMBUS COUNTY

**LOCATION: SR 1740 (OLD LAKE ROAD) CONVERT AT-GRADE
INTERSECTION TO GRADE SEPARATION (R-5819)
SR 1735 (CHAUNCEY TOWN ROAD) CONVERT AT-GRADE
INTERSECTION TO INTERCHANGE (R-5820)**

**TYPE OF WORK: GRADING, PAVING, DRAINAGE,
STRUCTURES**



**BEGIN TIP PROJECT R-5819R-5820
-JWB- POC STA. 18+50.00
-LEB- POC STA. 18+50.00**

**PERMIT DRAWING
SHEET 1 OF 47**

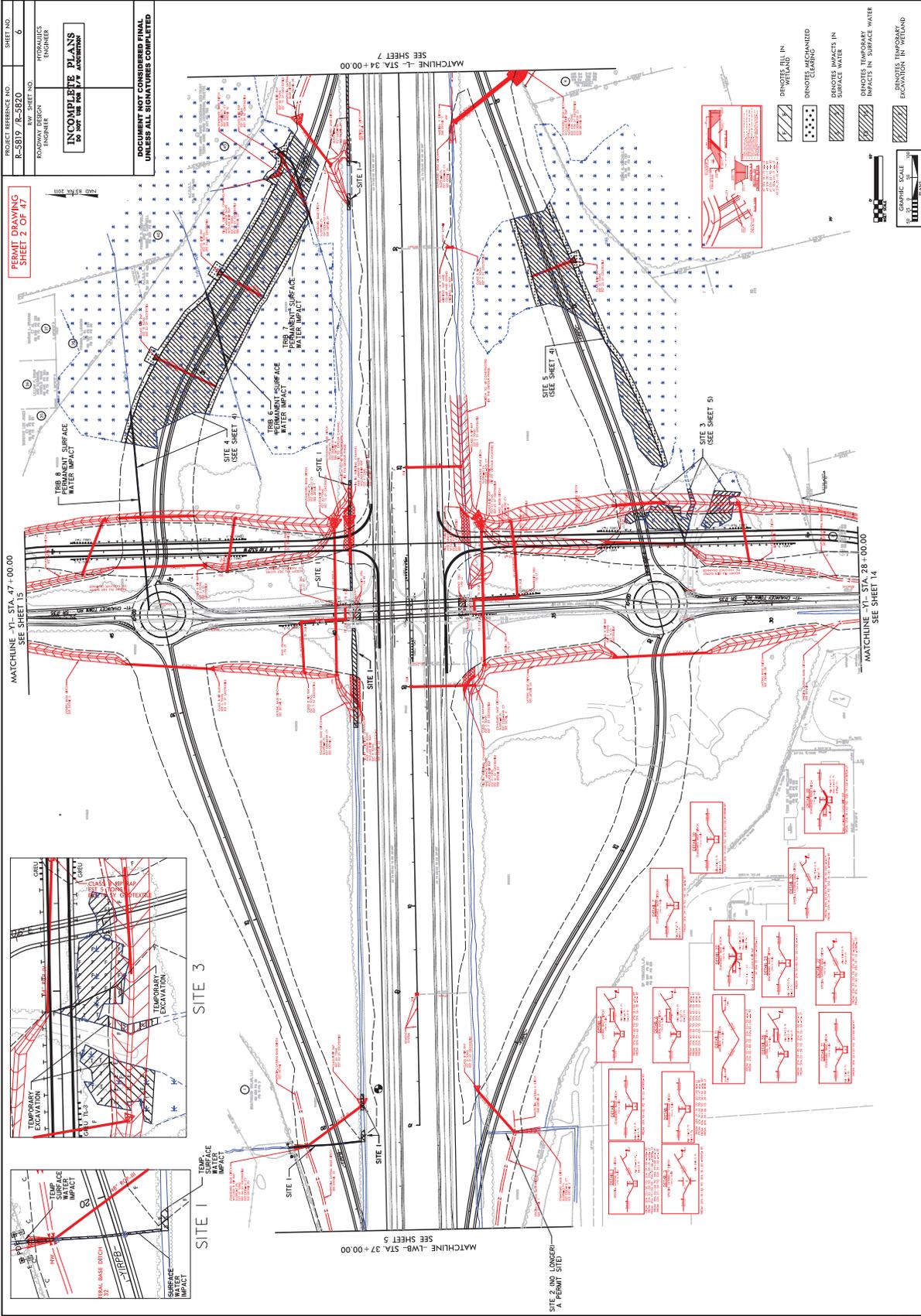
02/14/2022

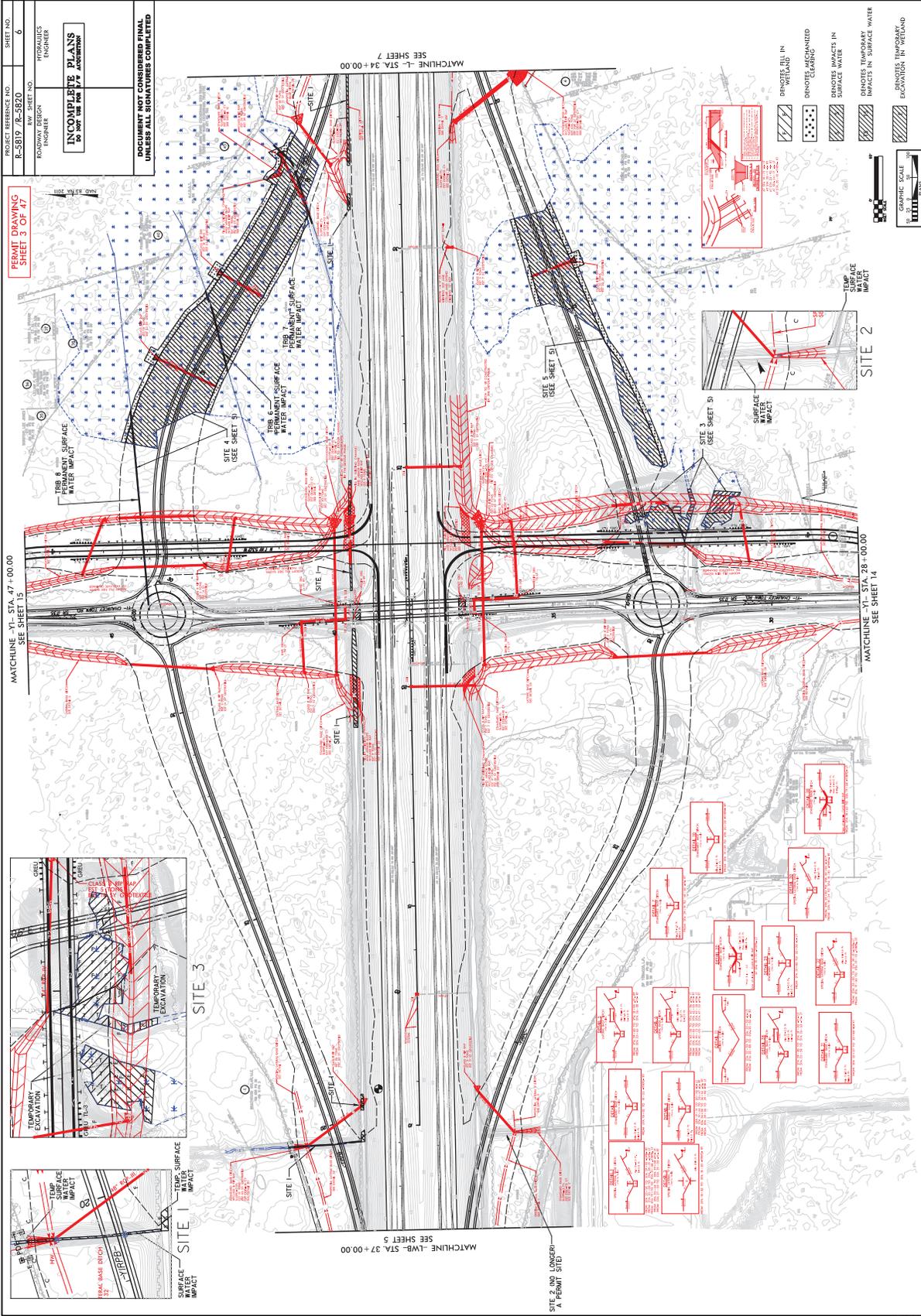
**INCOMPLETE PLANS
DO NOT USE FOR ANY ACQUISITION
UNLESS ALL SIGNATURES COMPLETED**

NOTES:
1. CLEARING ON THIS PROJECT SHALL BE PERFORMED TO THE LIMITS ESTABLISHED BY METHOD II.
2. A PORTION OF THE PROJECT IS WITHIN THE MUNICIPAL BOUNDARIES OF LAKE WACCAMAW.
3. THERE ARE NO DESIGN EXCEPTIONS ANTICIPATED ON THIS PROJECT.
4. THIS IS A CONTROLLED-ACCESS PROJECT WITH ACCESS BEING LIMITED TO INTERCHANGES.

<p>DESIGN DATA</p> <p>ADT 2022 = 14,400 ADT 2042 = 18,000 K = 8 % D = 55 % T = 20 % V = 75 MPH • 15% TIST + 4% DUAL FUNC CLASS INTERSTATE STATEWIDE TIER</p>	<p>PROJECT LENGTH</p> <p>LENGTH ROADWAY TIP PROJECT R-5819R-5820 = 2.202 MILES TOTAL LENGTH TIP PROJECT R-5819R-5820 = 2.202 MILES</p>	<p>GRAPHIC SCALES</p> <p>50 25 0 50 100 PLANS</p> <p>50 25 0 50 100 PROFILE (HORIZONTAL)</p> <p>10 5 0 10 20 PROFILE (VERTICAL)</p>	<p>Prepared in the Office of:</p> <p>NV5</p> <p>FOR THE NORTH CAROLINA DEPARTMENT OF TRANSPORTATION</p> <p>2018 STANDARD SPECIFICATIONS</p> <p>RIGHT OF WAY DATE: MARCH 22, 2021</p> <p>LETTING DATE: JUNE 21, 2022</p> <p>NGDOT CONTACT:</p>	<p>HYDRAULICS ENGINEER</p> <p>NOT FOR CONSTRUCTION, FOR FEMA PERMITTING</p> <p>_____ SIGNATURE</p> <p>_____ P.E.</p>
			<p>ROADWAY DESIGN ENGINEER</p> <p>NOT FOR CONSTRUCTION, FOR FEMA PERMITTING</p> <p>_____ SIGNATURE</p> <p>_____ P.E.</p>	

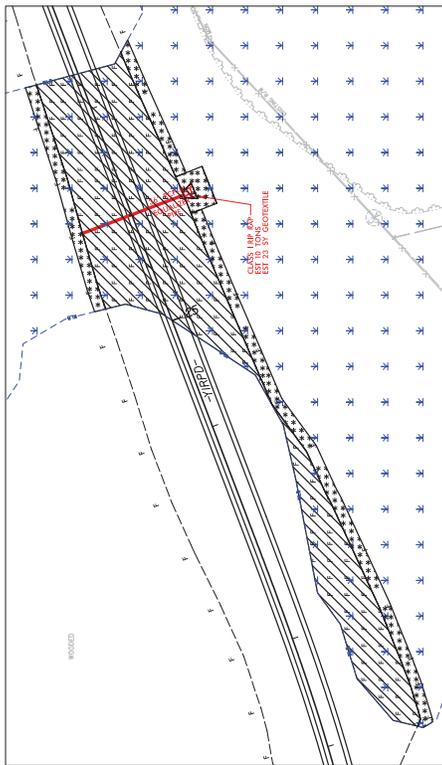
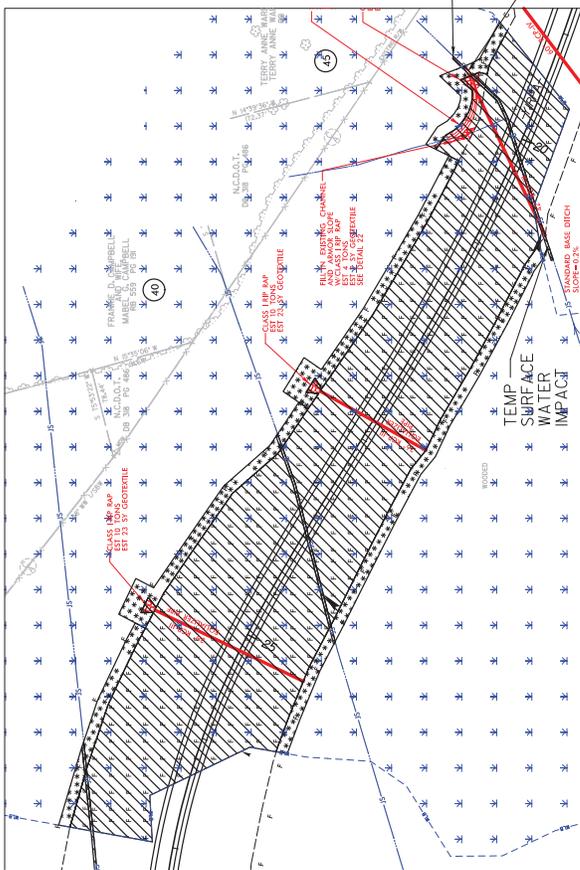






PROJECT REFERENCE NO. R-5812 / R-5870	SHEET NO.
ROW SHEET NO. ENGINEER HYDRAULICS ENGINEER	
INVENTORY PLANS FOR THE PROJECT	
DOCUMENT NOT CONSIDERED FINAL UNLESS ALL SIGNATURES COMPLETED	

PERMIT DRAWING
SHEET 4 OF 47



DENOTES IMPACTS IN SURFACE WATER



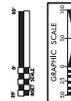
DENOTES TEMPORARY IMPACTS IN SURFACE WATER



DENOTES FILL IN WETLAND

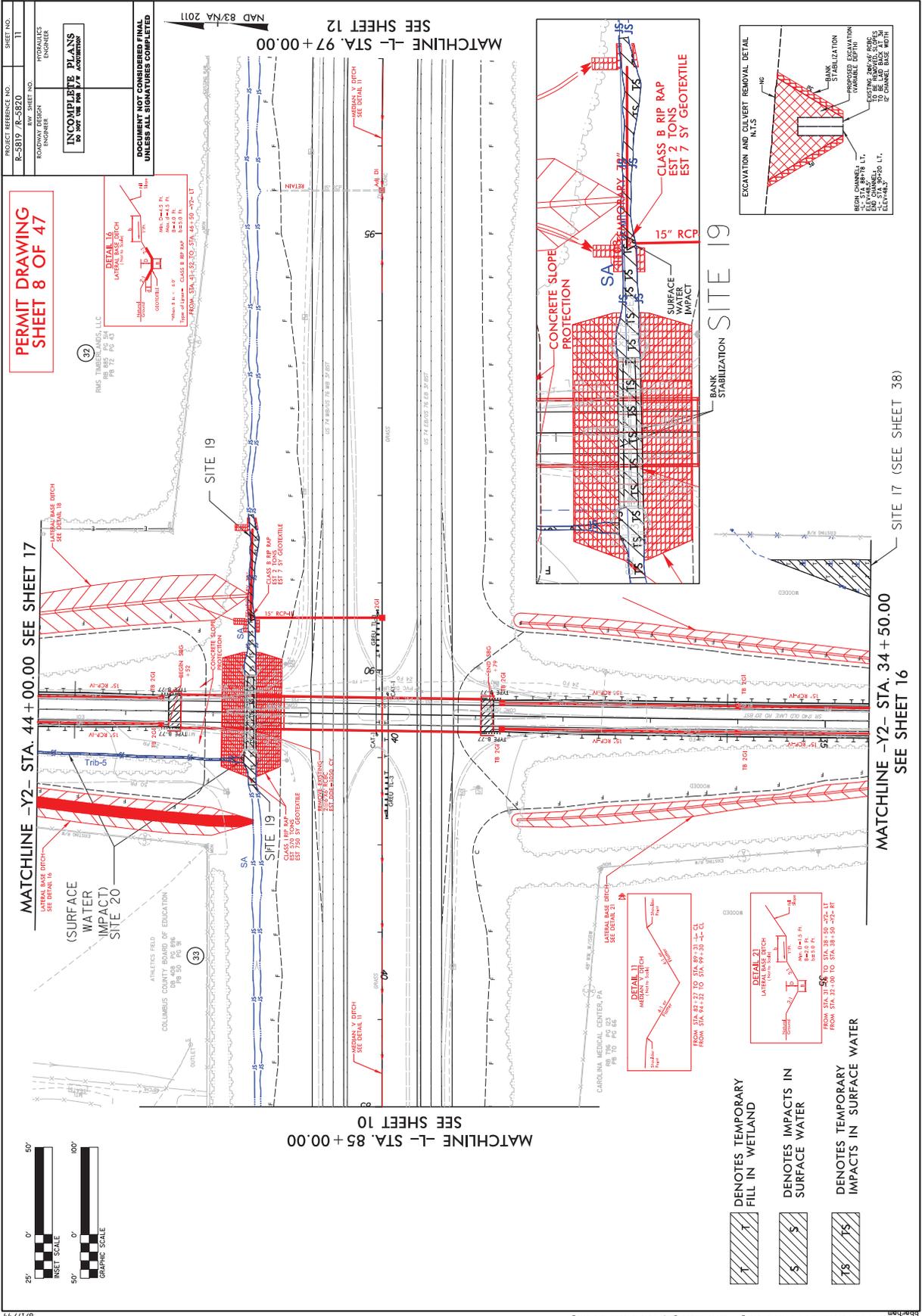


DENOTES MECHANIZED CLEARING



SITE 4

SITE 5



PROJECT REFERENCE NO.	R-5819 / R-5820
SHEET NO.	11
DESIGNER	HYDRAULICS ENGINEER
PERMITTING ENGINEER	HYDRAULICS ENGINEER
INCOMPLETE PLANS	DO NOT USE FOR CONSTRUCTION
DOCUMENT NOT CONSIDERED FINAL	UNLESS ALL SIGNATURES COMPLETED

**PERMIT DRAWING
SHEET 8 OF 47**



DETAIL 16
LATERAL BASE DITCH
12" TOP WIDTH
12" BOTTOM WIDTH
12" CHANNEL BASE WITH 1:1 SLOPE

DETAIL 17
LATERAL BASE DITCH
12" TOP WIDTH
12" BOTTOM WIDTH
12" CHANNEL BASE WITH 1:1 SLOPE

DETAIL 21
LATERAL BASE DITCH
12" TOP WIDTH
12" BOTTOM WIDTH
12" CHANNEL BASE WITH 1:1 SLOPE

DETAIL 22
LATERAL BASE DITCH
12" TOP WIDTH
12" BOTTOM WIDTH
12" CHANNEL BASE WITH 1:1 SLOPE

DETAIL 23
LATERAL BASE DITCH
12" TOP WIDTH
12" BOTTOM WIDTH
12" CHANNEL BASE WITH 1:1 SLOPE

DETAIL 24
LATERAL BASE DITCH
12" TOP WIDTH
12" BOTTOM WIDTH
12" CHANNEL BASE WITH 1:1 SLOPE

DETAIL 25
LATERAL BASE DITCH
12" TOP WIDTH
12" BOTTOM WIDTH
12" CHANNEL BASE WITH 1:1 SLOPE

DETAIL 26
LATERAL BASE DITCH
12" TOP WIDTH
12" BOTTOM WIDTH
12" CHANNEL BASE WITH 1:1 SLOPE

DETAIL 27
LATERAL BASE DITCH
12" TOP WIDTH
12" BOTTOM WIDTH
12" CHANNEL BASE WITH 1:1 SLOPE

DETAIL 28
LATERAL BASE DITCH
12" TOP WIDTH
12" BOTTOM WIDTH
12" CHANNEL BASE WITH 1:1 SLOPE

DETAIL 29
LATERAL BASE DITCH
12" TOP WIDTH
12" BOTTOM WIDTH
12" CHANNEL BASE WITH 1:1 SLOPE

DETAIL 30
LATERAL BASE DITCH
12" TOP WIDTH
12" BOTTOM WIDTH
12" CHANNEL BASE WITH 1:1 SLOPE

DETAIL 31
LATERAL BASE DITCH
12" TOP WIDTH
12" BOTTOM WIDTH
12" CHANNEL BASE WITH 1:1 SLOPE

DETAIL 32
LATERAL BASE DITCH
12" TOP WIDTH
12" BOTTOM WIDTH
12" CHANNEL BASE WITH 1:1 SLOPE

DETAIL 33
LATERAL BASE DITCH
12" TOP WIDTH
12" BOTTOM WIDTH
12" CHANNEL BASE WITH 1:1 SLOPE

DETAIL 34
LATERAL BASE DITCH
12" TOP WIDTH
12" BOTTOM WIDTH
12" CHANNEL BASE WITH 1:1 SLOPE

DETAIL 35
LATERAL BASE DITCH
12" TOP WIDTH
12" BOTTOM WIDTH
12" CHANNEL BASE WITH 1:1 SLOPE

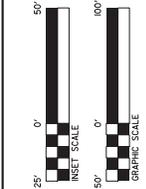
DETAIL 36
LATERAL BASE DITCH
12" TOP WIDTH
12" BOTTOM WIDTH
12" CHANNEL BASE WITH 1:1 SLOPE

DETAIL 37
LATERAL BASE DITCH
12" TOP WIDTH
12" BOTTOM WIDTH
12" CHANNEL BASE WITH 1:1 SLOPE

DETAIL 38
LATERAL BASE DITCH
12" TOP WIDTH
12" BOTTOM WIDTH
12" CHANNEL BASE WITH 1:1 SLOPE

DETAIL 39
LATERAL BASE DITCH
12" TOP WIDTH
12" BOTTOM WIDTH
12" CHANNEL BASE WITH 1:1 SLOPE

DETAIL 40
LATERAL BASE DITCH
12" TOP WIDTH
12" BOTTOM WIDTH
12" CHANNEL BASE WITH 1:1 SLOPE



50'
1" = 50'
INSET SCALE

100'
1" = 100'
GRAPHIC SCALE

50'
1" = 50'
INSET SCALE

100'
1" = 100'
GRAPHIC SCALE

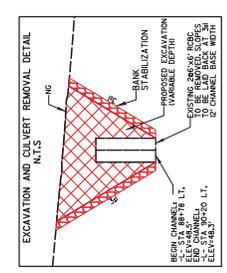
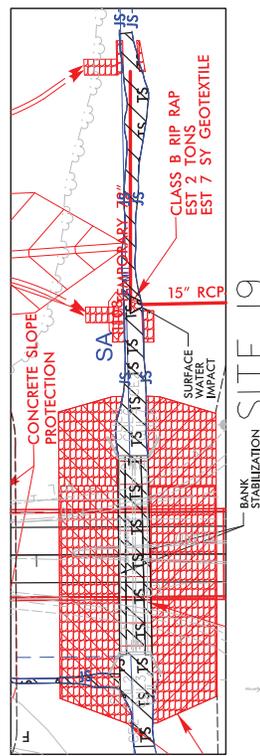
MATCHLINE -L- STA. 85 + 00.00
SEE SHEET 10

MATCHLINE -Y2- STA. 44 + 00.00
SEE SHEET 17

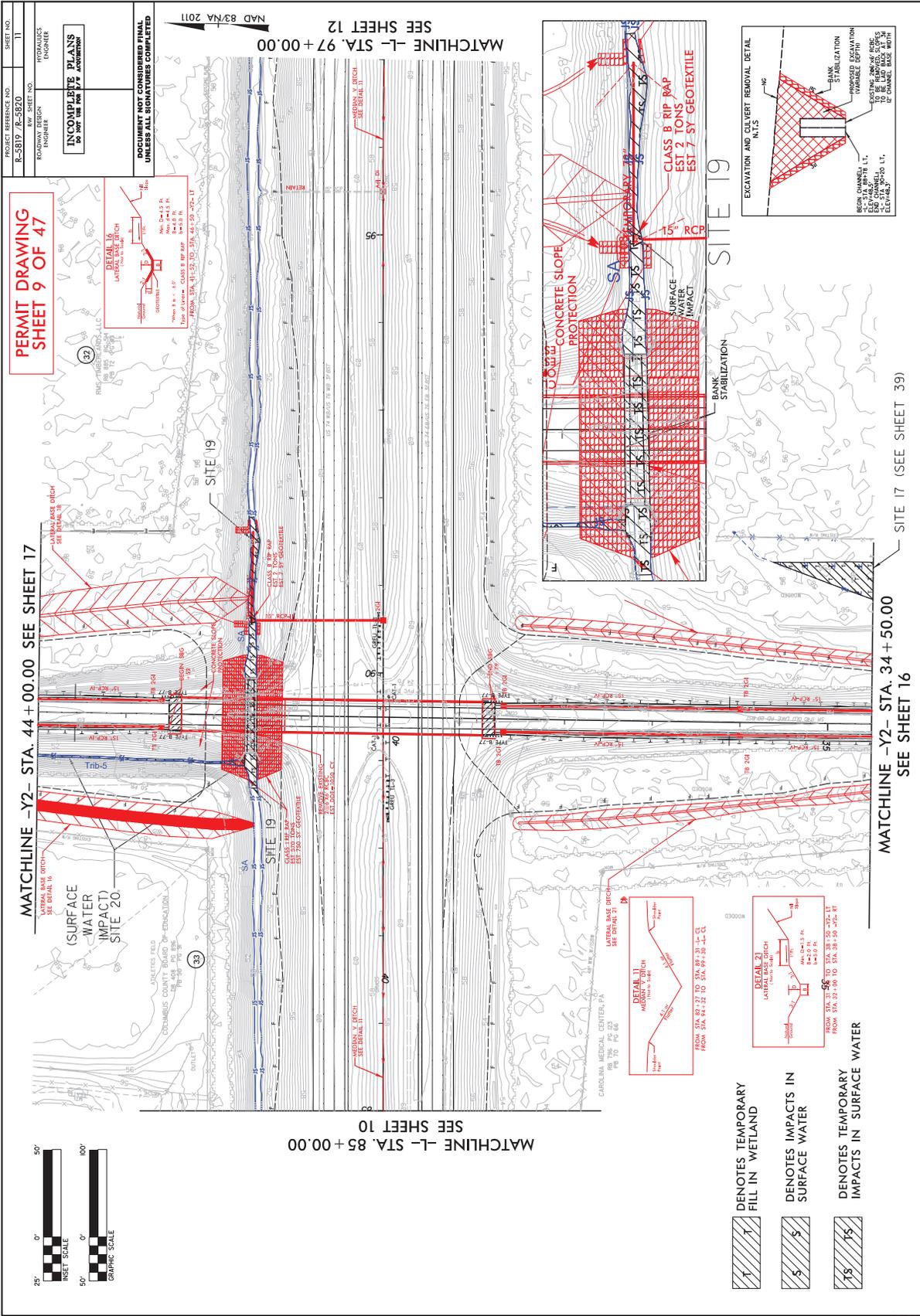
MATCHLINE -Y2- STA. 34 + 50.00
SEE SHEET 16

MATCHLINE -L- STA. 97 + 00.00
SEE SHEET 12

- DENOTES TEMPORARY FILL IN WETLAND
- DENOTES IMPACTS IN SURFACE WATER
- DENOTES TEMPORARY IMPACTS IN SURFACE WATER

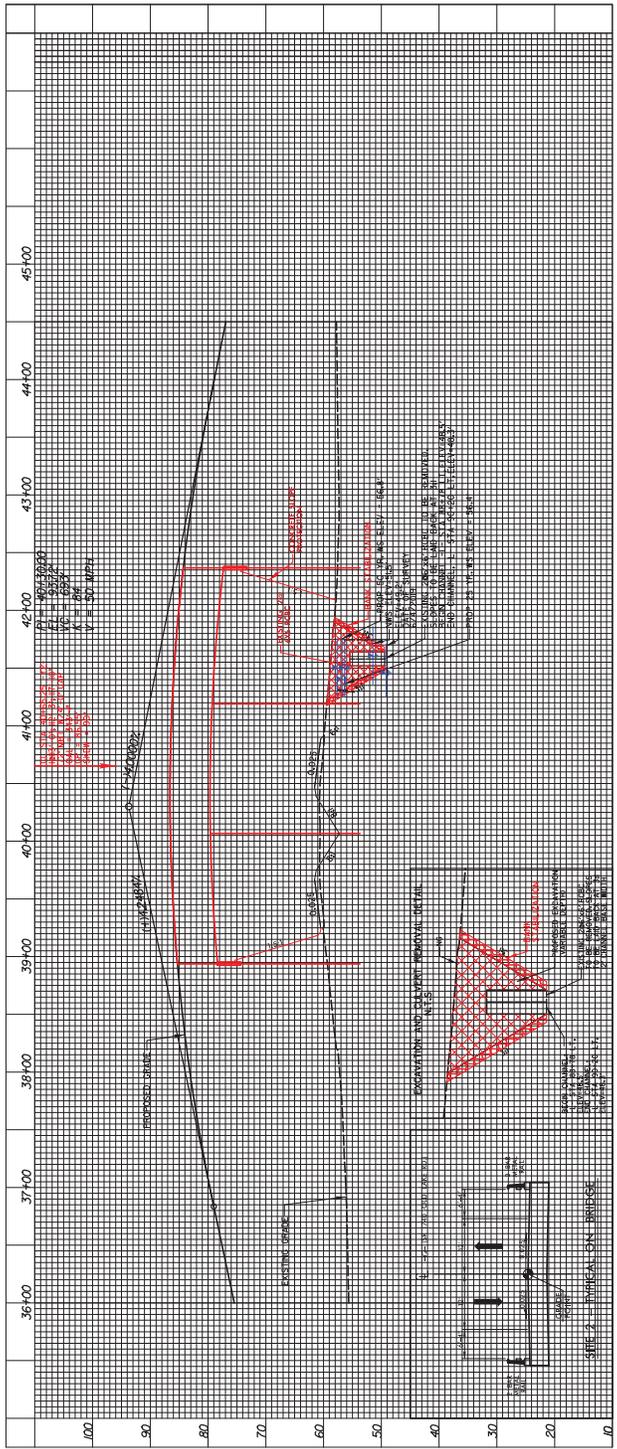


SITE 17 (SEE SHEET 38)



PROJECT REFERENCE NO. R-5819 / R-5820	SHEET NO. 11A
DESIGN REGION ENGINEER	HYDRAULICS ENGINEER
INCOMPLETE PLANS DO NOT USE FOR A/C ACQUISITION	
DOCUMENT NOT CONSIDERED FINAL UNLESS ALL SIGNATURES COMPLETED	

PERMIT DRAWING
SHEET 9A OF 47



ICALYX
 4200 TOWN ROAD
 SUITE 100
 WASHINGTON, DC 20004
 PHONE: (703) 441-1100
 FAX: (703) 441-1101
 WWW.ICALYX.COM
 NCEC License # 141333

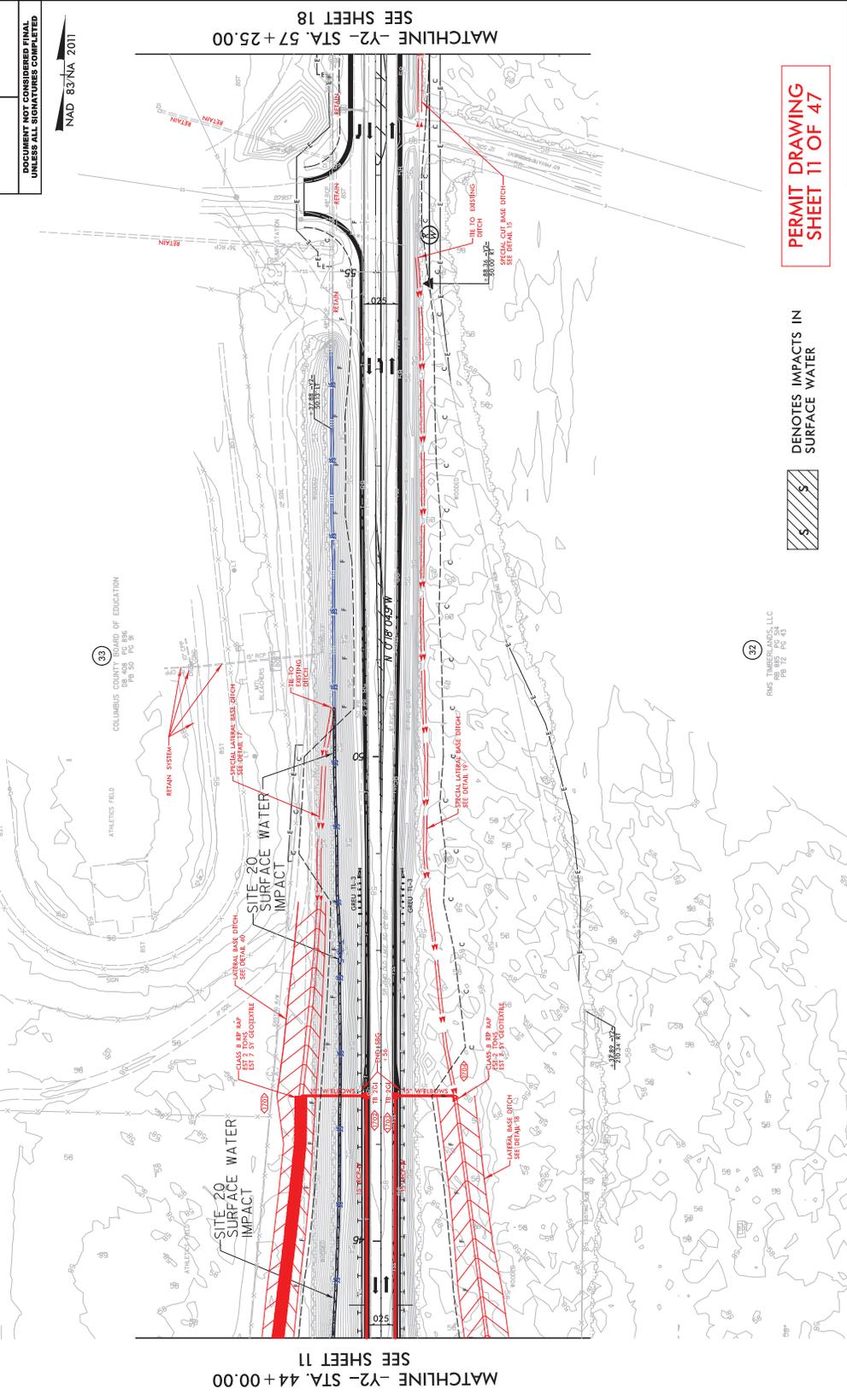
PROJECT REFERENCE NO.	SHEET NO.
B-5819 / B-5820	17
REV. SHEET NO.	
HYDRAULICS ENGINEER	
ROADWAY DESIGN ENGINEER	

INCOMPLET DRAWING
 DO NOT BE USED FOR CONSTRUCTION

DOCUMENT NOT CONSIDERED FINAL
 UNLESS ALL SIGNATURES COMPLETED

NAD 83/NA 2011

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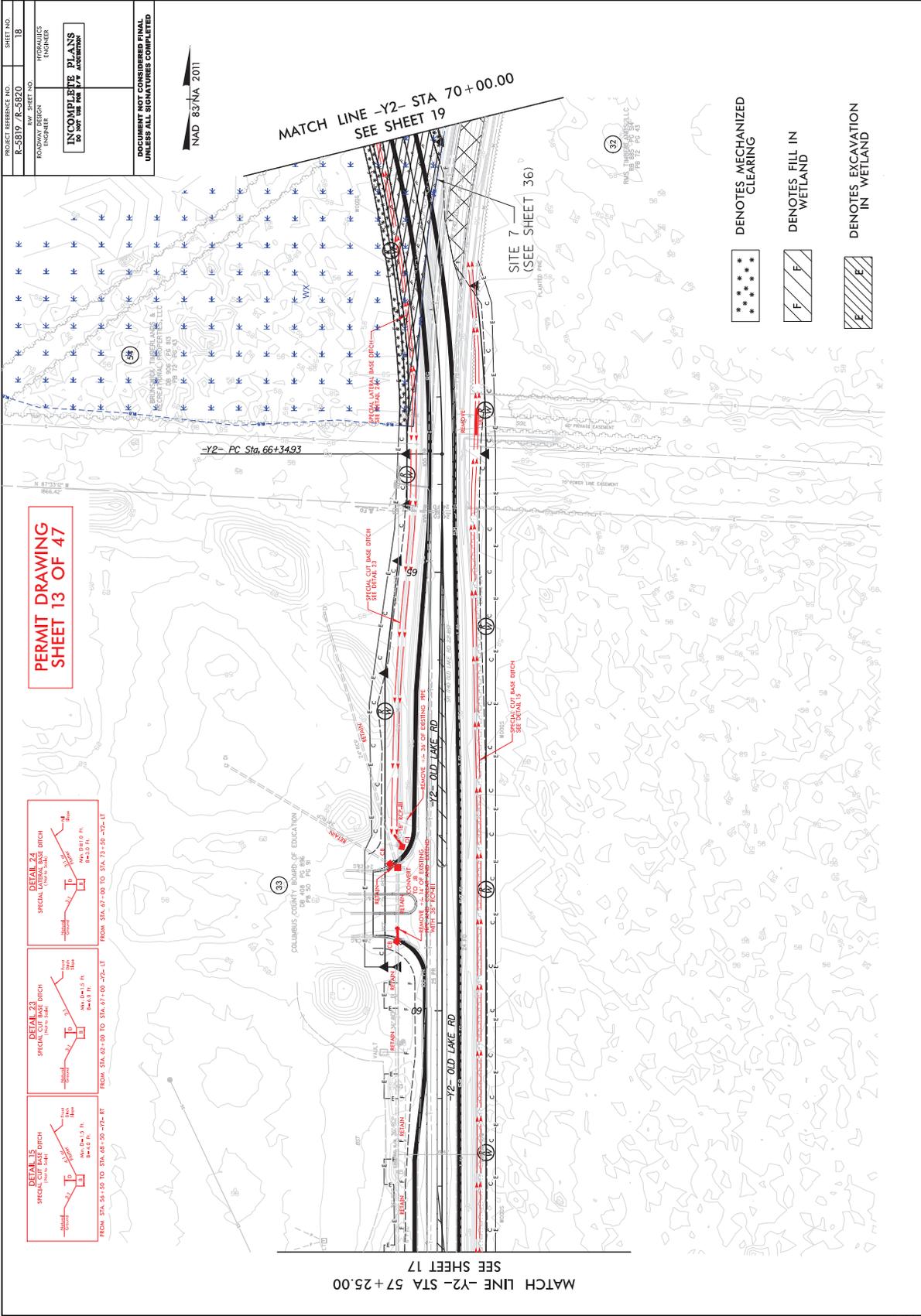


MATCHLINE -Y2- STA. 44+00.00
 SEE SHEET 11

MATCHLINE -Y2- STA. 57+25.00
 SEE SHEET 18

5/5
 DENOTES IMPACTS IN SURFACE WATER

NOTES:
 ■ PROOF PAVED SHOULDER FOR -15'- TROTTLE; SEE SHEET 33 & 34



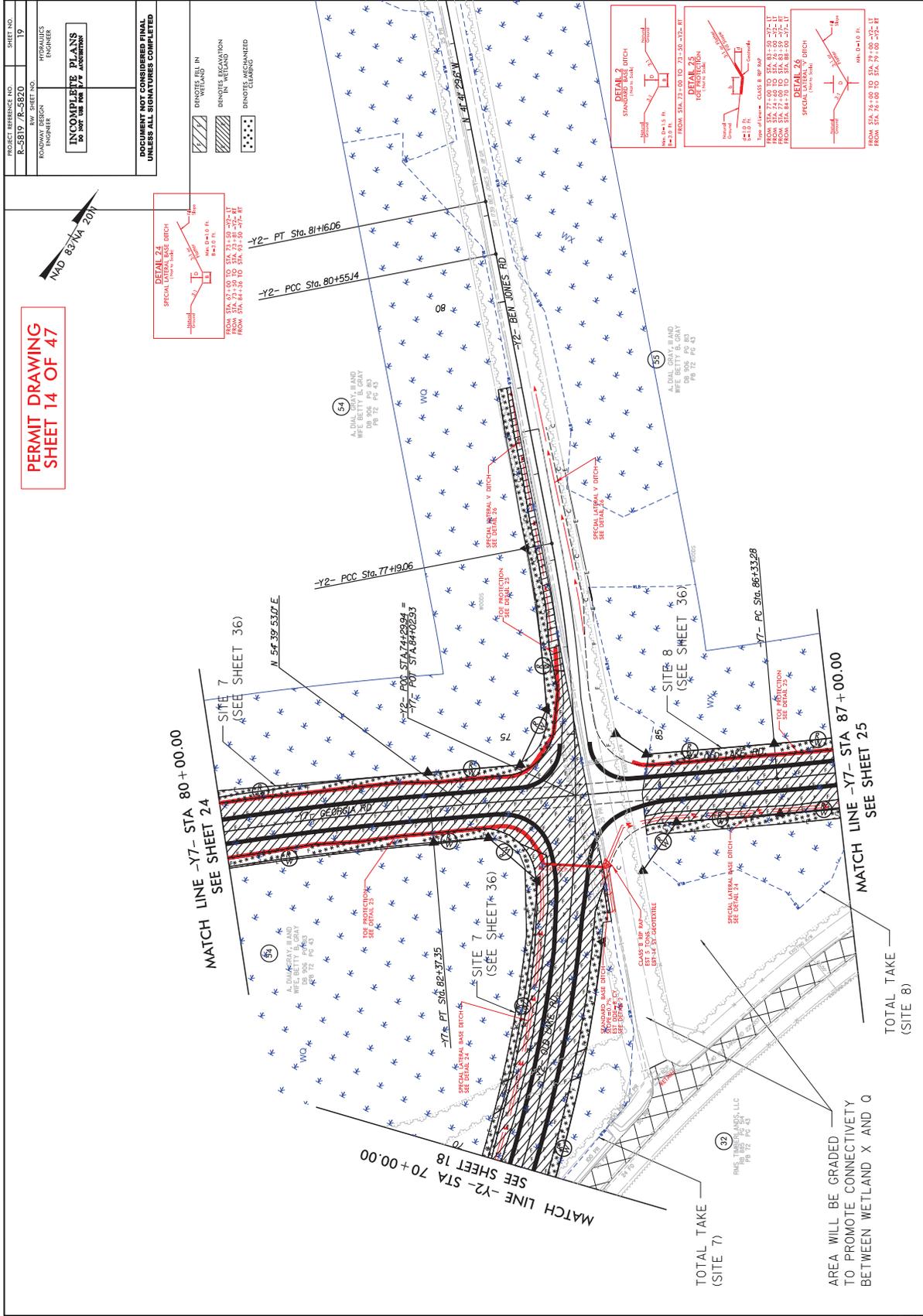
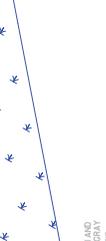
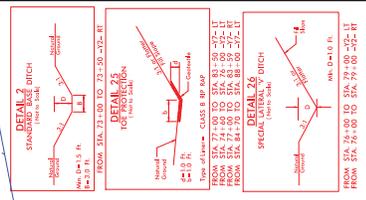
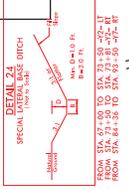
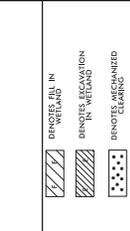
PERMIT DRAWING SHEET 13 OF 47

PROJECT REFERENCE NOS.	SHEET NO.
R-5819, R-5820	18
ROWAY DESIGN ENGINEER	HYDRAULICS ENGINEER
INCOMPLETION PLANS FOR THE PERMIT APPLICATIONS	
DOCUMENT NOT CONSIDERED FINAL UNLESS ALL SIGNATURES COMPLETED	

**PERMIT DRAWING
SHEET 14 OF 47**

PROJECT REFERENCE NOS.	SHEET NO.
R-5819, R-5820	19
REV. SHEET NO.	
ROADWAY DESIGN ENGINEER	HYDRAULICS ENGINEER
IN COMPLY WITH ALL APPLICABLE REGULATIONS	

**DOCUMENT NOT CONSIDERED FINAL
UNLESS ALL SIGNATURES COMPLETED**

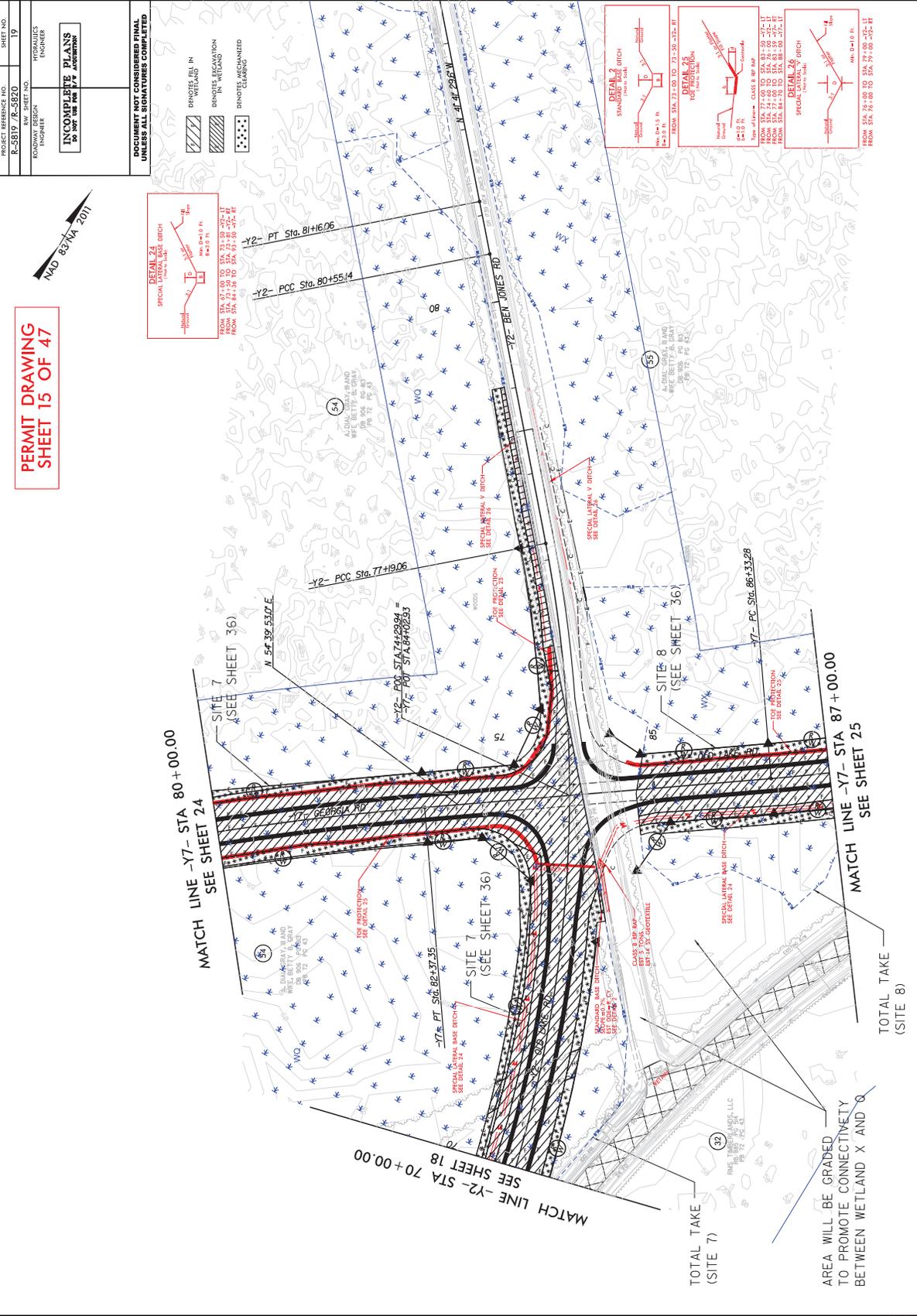
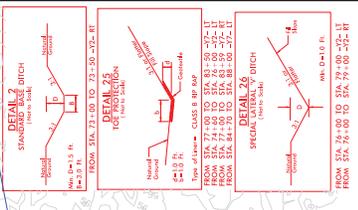


PROJECT REFERENCE NOS.	SHEET NO.
R-5819 / R-5820	19
ROW SHEET NO.	HYDRAULICS ENGINEER
ROADWAY DESIGN ENGINEER	
INFORMED BY PLANS TO COMPLY WITH REGULATIONS	

DOCUMENT NOT CONSIDERED FINAL UNLESS ALL SIGNATURES COMPLETED

 WETLAND
 DENOTE ELEVATION IN WETLAND
 DENOTE CLEARING

PERMIT DRAWING
SHEET 15 OF 47

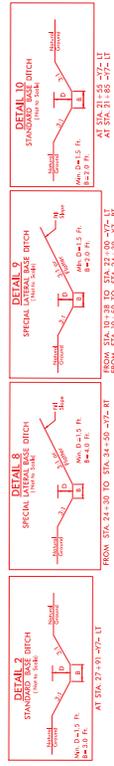
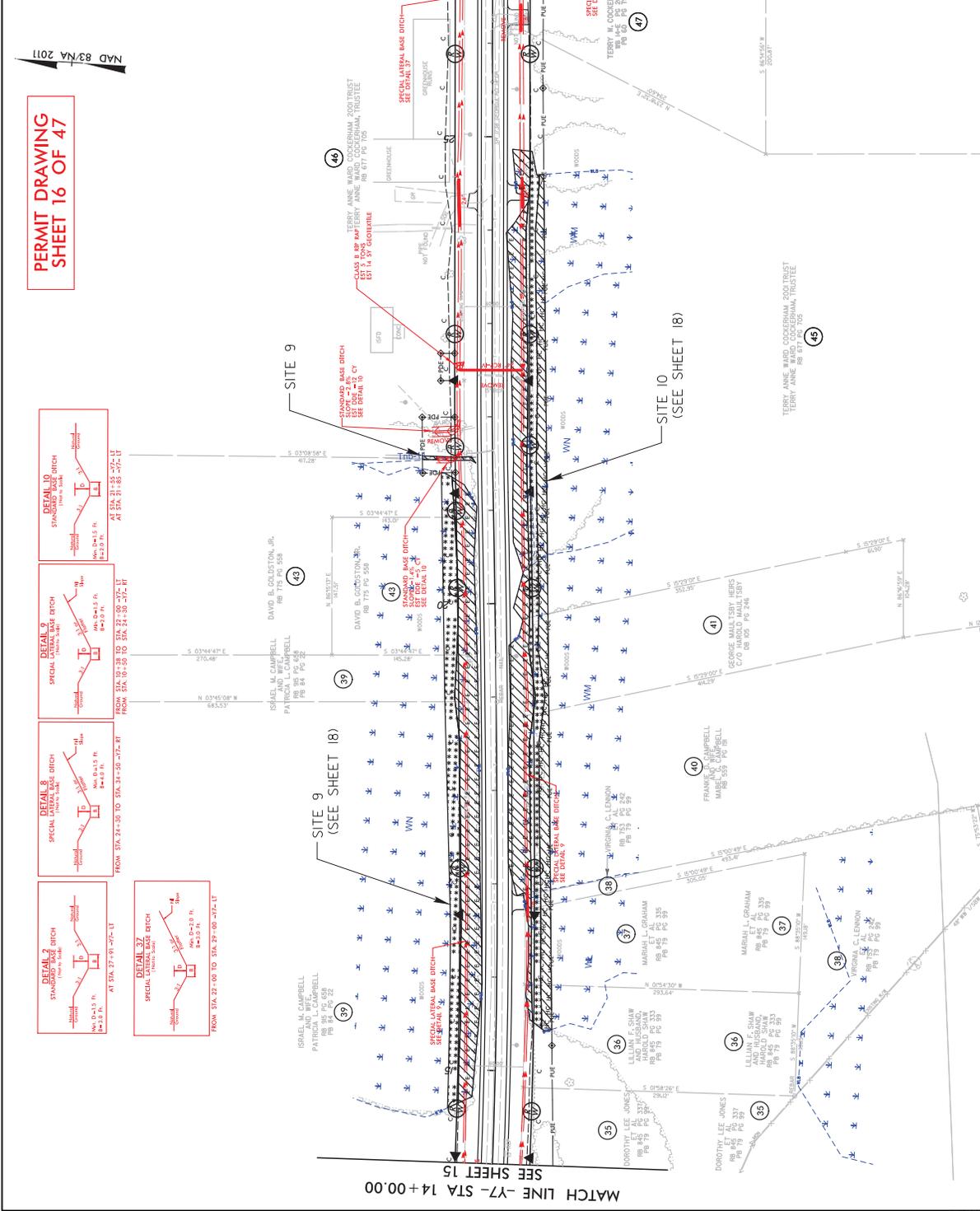


PROJECT REFERENCE NOS.	SHEET NO.
R-5819, R-5820	20
ROW DESIGN ENGINEER	HYDRAULICS ENGINEER
INFORMED BY PLANS FOR THE PROJECT	

PERMIT DRAWING SHEET 16 OF 47

NAD 83/NA 2011

DOCUMENT NOT CONSIDERED FINAL UNLESS ALL SIGNATURES COMPLETED



MATCH LINE -Y7- STA 28+00.00

MATCH LINE -Y7- STA 14+00.00

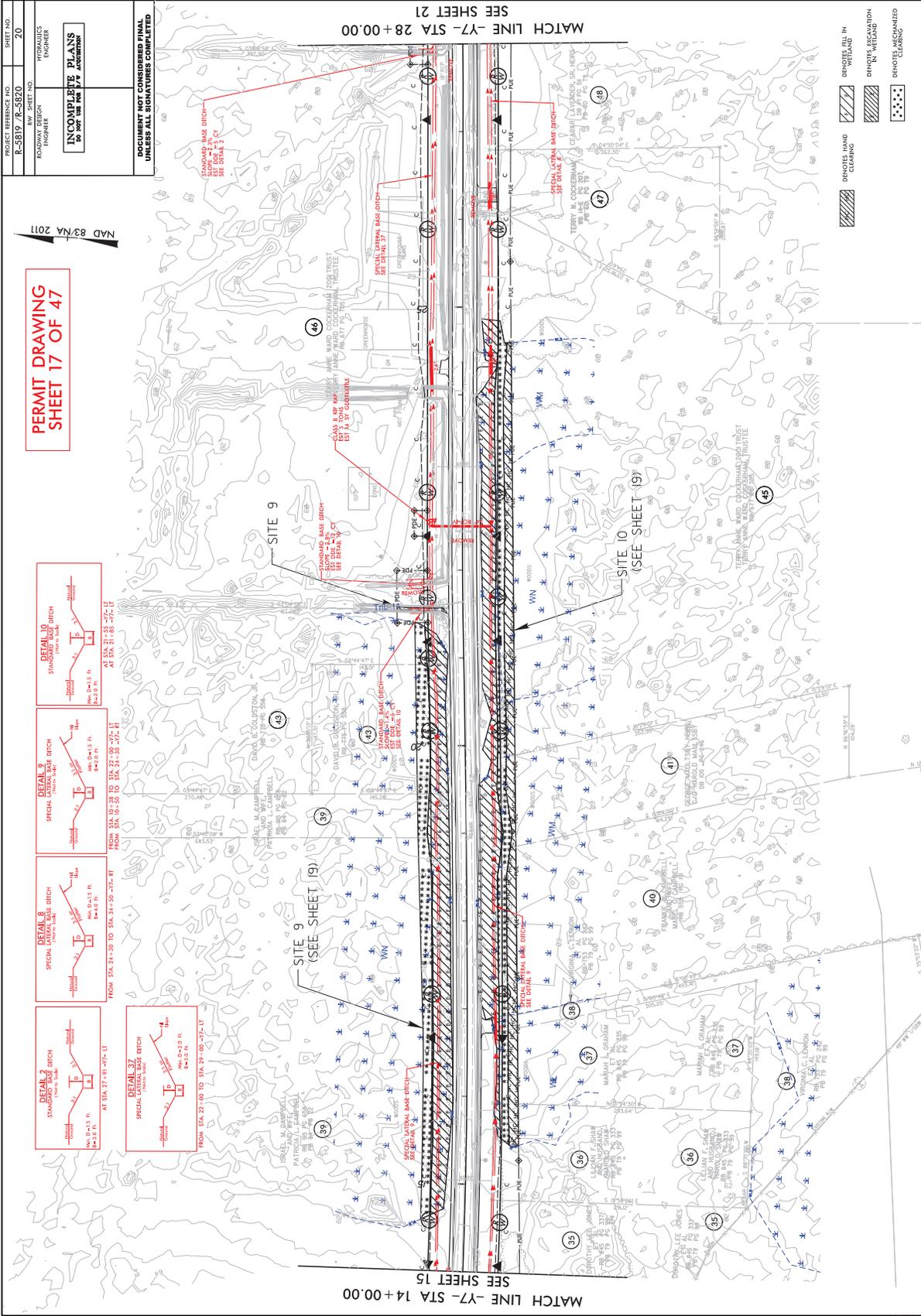
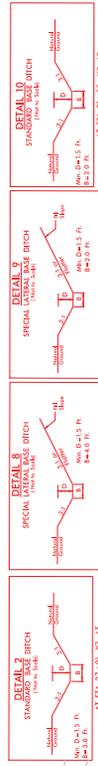
- DENOTES HAND CLEARING
- DENOTES FILL IN WETLAND
- DENOTES EXCAVATION IN WETLAND
- DENOTES MECHANIZED CLEARING

PROJECT REFERENCE NOS.	SHEET NO.
R-5819, R-5820	20
ROWWAY DESIGN ENGINEER	HYDRAULICS ENGINEER
INFORMED BY PLANS TO BE USED IN THIS PERMITTING	

DOCUMENT NOT CONSIDERED FINAL
UNLESS ALL SIGNATURES COMPLETED

PERMIT DRAWING
SHEET 17 OF 47

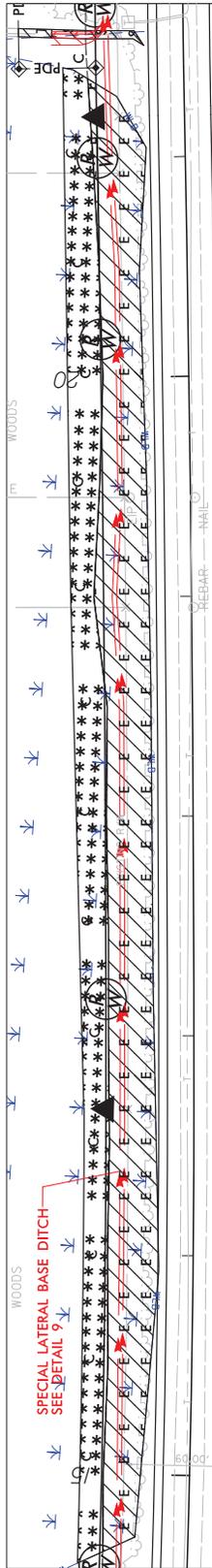
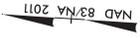
NAD 83/NA 2011



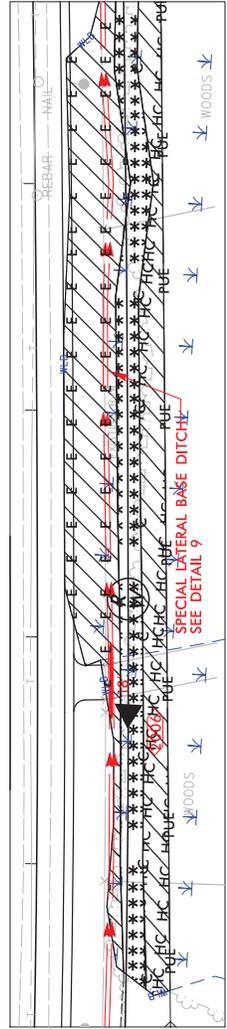
- DIKOTE HAND CLEARING
- DIKOTE FILL IN WETLAND
- DIKOTE EXCAVATION IN WETLAND
- DIKOTE MAINTAINED CLEARING

PROJECT REFERENCE NOS. R-5819 / R-5820	SHEET NO.
ROW DESIGN ENGINEER	ROW SHEET NO.
HYDRAULICS ENGINEER INCOMPLETED PLANS DO NOT MEET THE REQUIREMENTS	
DOCUMENT NOT CONSIDERED FINAL UNLESS ALL SIGNATURES COMPLETED	

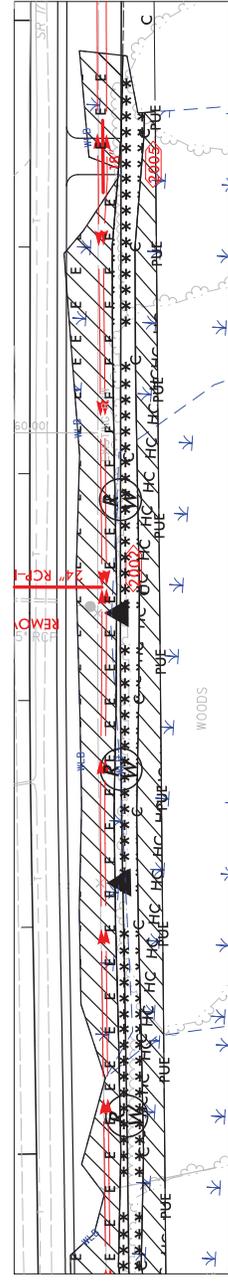
PERMIT DRAWING
SHEET 18 OF 47



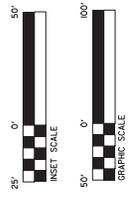
SITE 9



SITE 10



SITE 10 CONT.

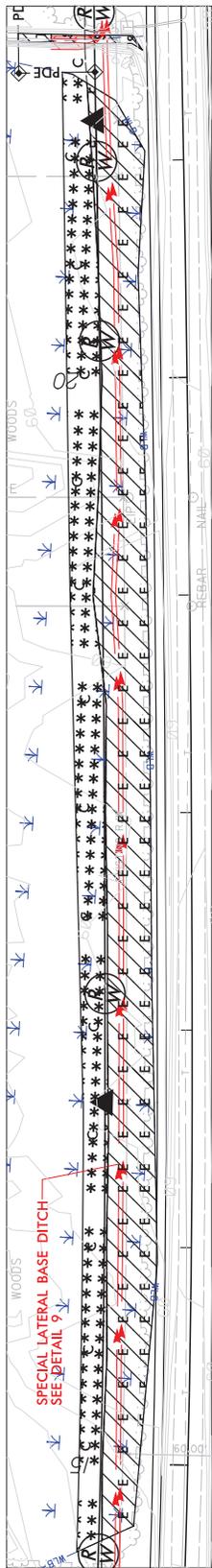


- DENOTES HAND CLEARING
- DENOTES FILL IN WETLAND
- DENOTES EXCAVATION IN WETLAND
- DENOTES UNMANAGED CLEARING

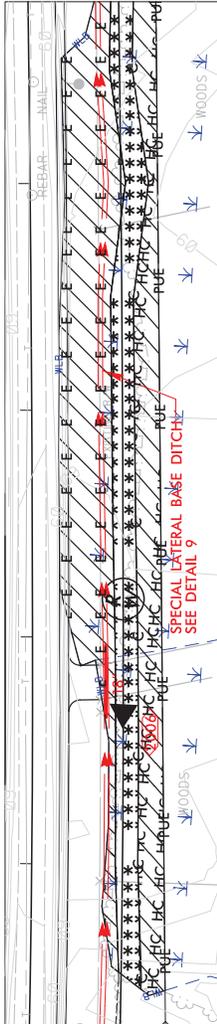
PROJECT REFERENCE NOS. R-5819 / R-5820	SHEET NO.
ROW SHEET NO. ROADWAY DESIGN ENGINEER	HYDRAULICS ENGINEER
INFORMED BY PLANS FOR THIS PROJECT IN COMPLIANCE WITH THE REQUIREMENTS OF THE PERMITTING AGENCIES	
DOCUMENT NOT CONSIDERED FINAL UNLESS ALL SIGNATURES COMPLETED	

**PERMIT DRAWING
SHEET 19 OF 47**

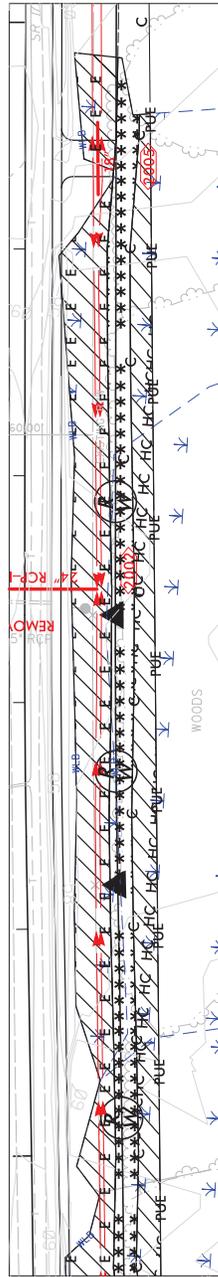
NAD 83/NA 2011



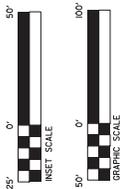
SITE 9



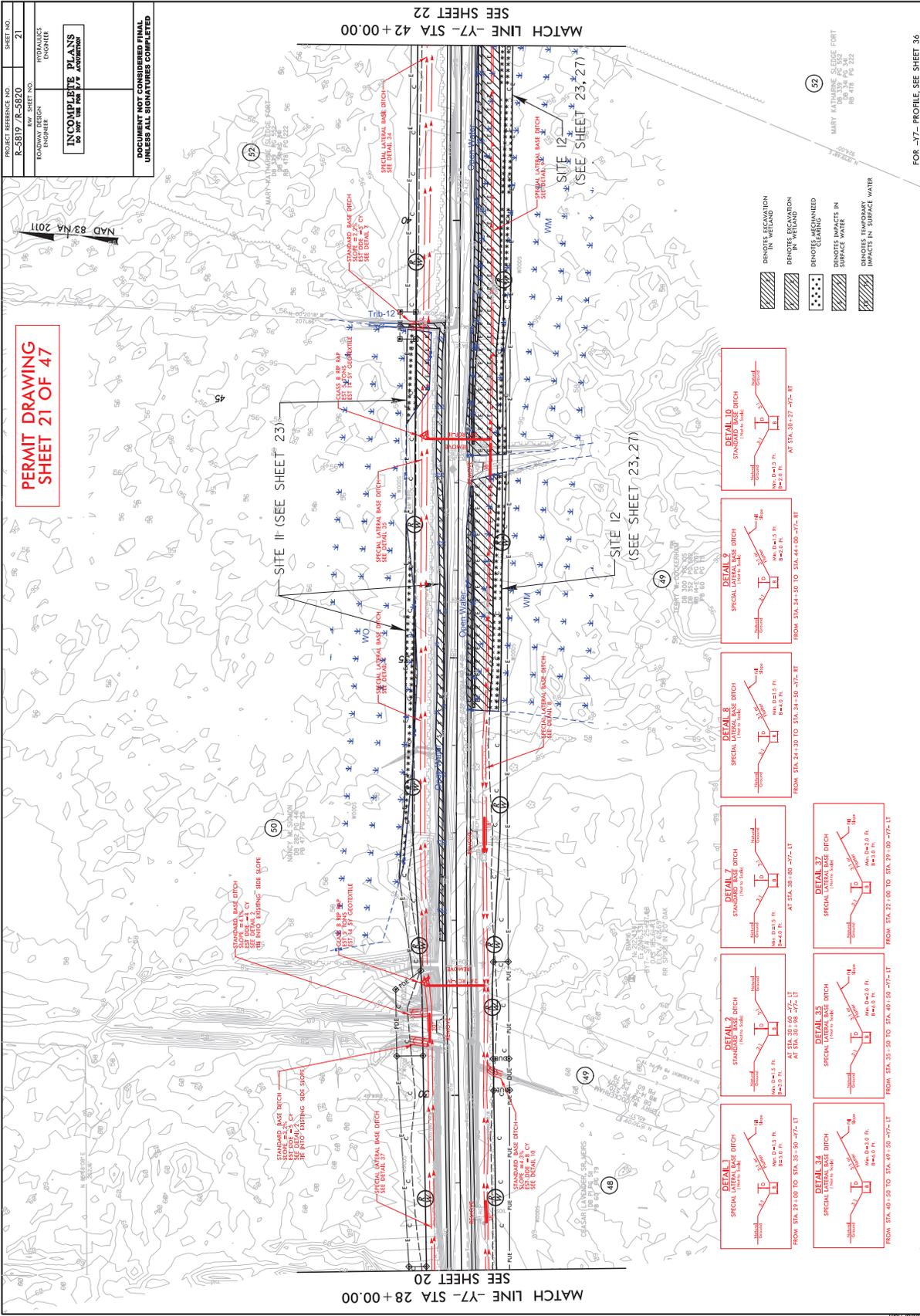
SITE 10



SITE 10 CONT.



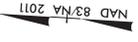
- DENOTES HAND CLEARING
- DENOTES FILL IN WETLAND
- DENOTES EXCAVATION IN WETLAND
- DENOTES UNMANAGED CLEARING



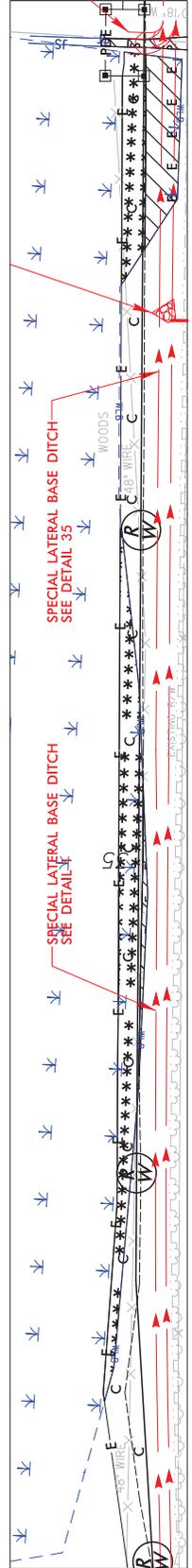
FOR -Y7- PROFILE, SEE SHEET 36

PERMIT DRAWING
SHEET 22 OF 47

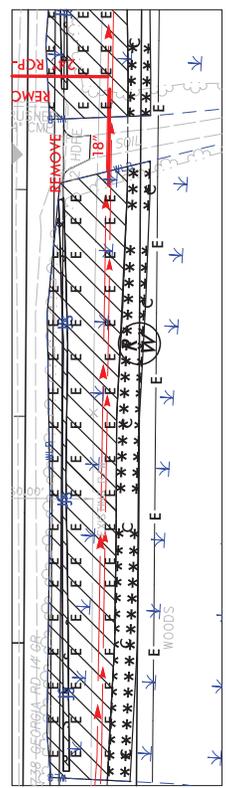
PROJECT REFERENCE NOS. R-5819 / R-5820	SHEET NO.
ROWAY DESIGN ENGINEER	HYDRAULICS ENGINEER
IN COMPLY WITH MDOT'S INSTRUCTIONS	
DOCUMENT NOT CONSIDERED FINAL UNLESS ALL SIGNATURES COMPLETED	



- DENOTES EXCAVATION IN VEGETATION
- DENOTES EXCAVATION IN VEGETATION
- DENOTES MECHANIZED CLEANING
- DENOTES IMPACTS IN SURFACE WATER
- DENOTES TEMPORARY IMPACTS IN SURFACE WATER

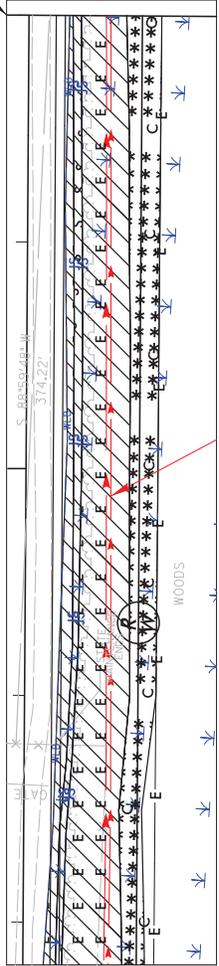


SITE II



SITE I2

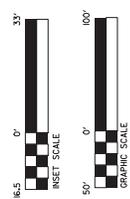
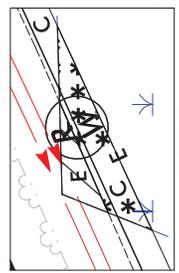
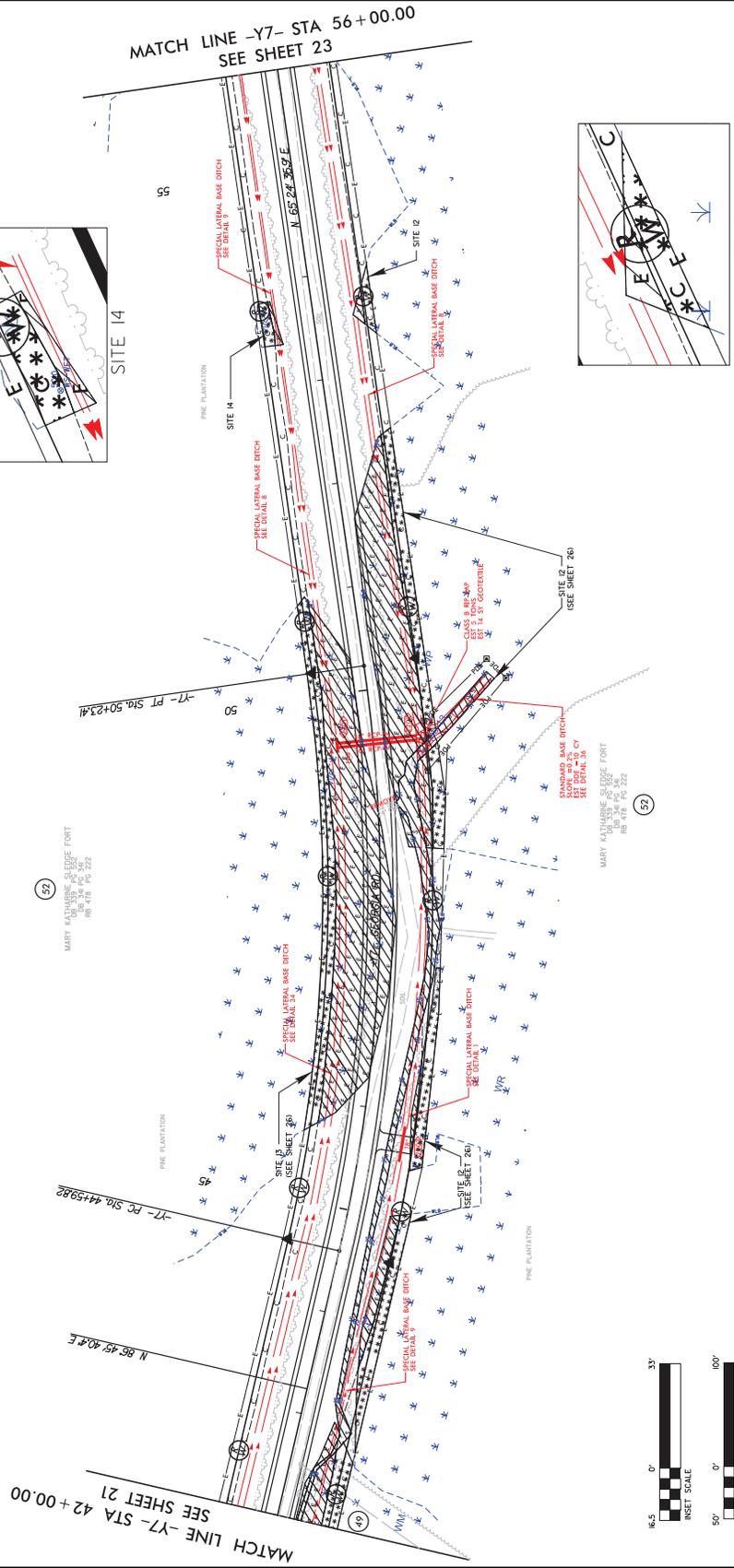
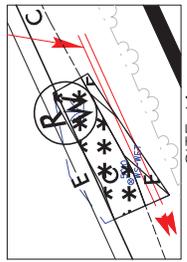
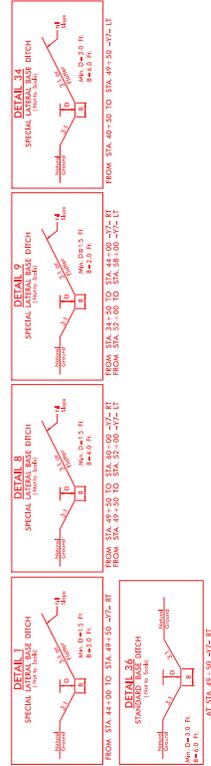
SHEET 22 MATCHLINE
SITE I2 BLOW UP CONTINUES
ON SHEET 26



SITE I2 CONT.

PROJECT REFERENCE NOS.	SHEET NO.
R-5819, R-5820	22
ROWWAY DESIGN ENGINEER	HYDRAULICS ENGINEER
INCOMPLETION PLANS FOR THE STATE OF TEXAS TO BE USED FOR PERMITTING	
DOCUMENT NOT CONSIDERED FINAL UNLESS ALL SIGNATURES COMPLETED	

PERMIT DRAWING
SHEET 24 OF 47



PROJECT REFERENCE NOS.	SHEET NO.
R-5819, R-5820	22
ROWWAY DESIGN ENGINEER	HYDRAULICS ENGINEER
INCOMPLET DRAWINGS DO NOT BE USED FOR CONSTRUCTION	
DOCUMENT NOT CONSIDERED FINAL UNLESS ALL SIGNATURES COMPLETED	

PERMIT DRAWING
SHEET 25 OF 47

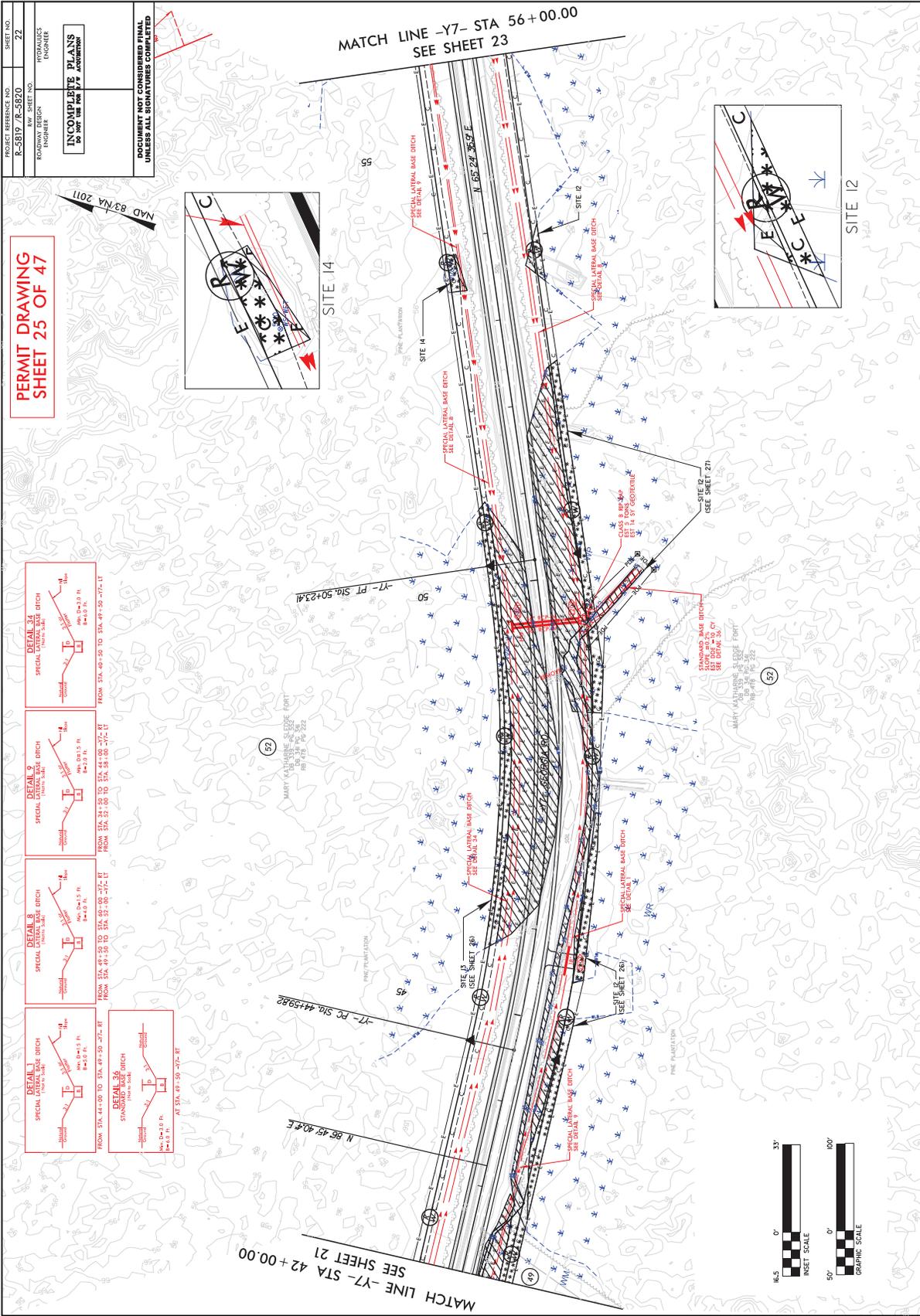
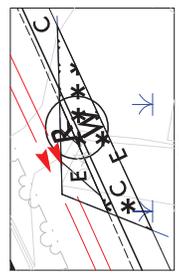
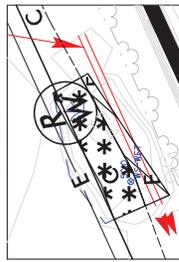
DETAIL 3A
SPECIAL LATERAL BASE DITCH
FROM STA. 49+50 TO STA. 49+50 -7+2.87
MIN. D=4.0 FT.
MAX. D=5.0 FT.

DETAIL 8
SPECIAL LATERAL BASE DITCH
FROM STA. 49+50 TO STA. 49+50 -7+2.87
MIN. D=4.0 FT.
MAX. D=5.0 FT.

DETAIL 9
SPECIAL LATERAL BASE DITCH
FROM STA. 34+58 TO STA. 44+00 -7+2.87
MIN. D=4.0 FT.
MAX. D=5.0 FT.

DETAIL 34
SPECIAL LATERAL BASE DITCH
FROM STA. 49+50 TO STA. 49+50 -7+2.87
MIN. D=4.0 FT.
MAX. D=5.0 FT.

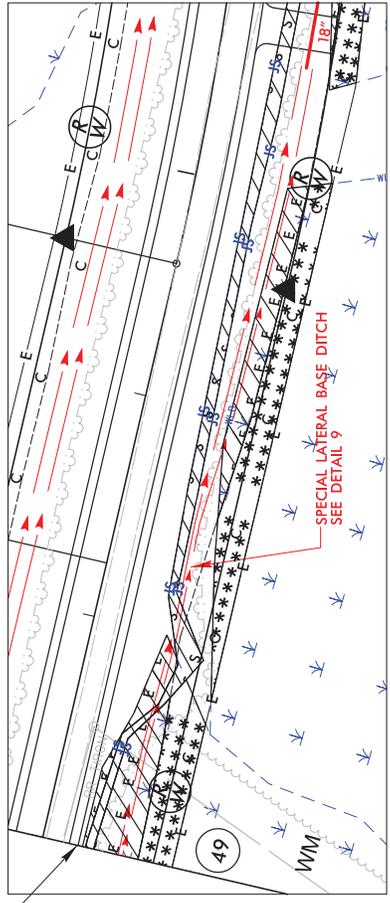
DETAIL 36
STANDARD BASE DITCH
AT STA. 49+50 -7+2.87
MIN. D=4.0 FT.
MAX. D=5.0 FT.



PROJECT REFERENCE NOS. R-5819, R-5820	SHEET NO.
ROWWAY DESIGN ENGINEER HYDRAULICS ENGINEER	DATE
INFORMED BY PLANS TO BE USED FOR PERMITS	
DOCUMENT NOT CONSIDERED FINAL UNLESS ALL SIGNATURES COMPLETED	

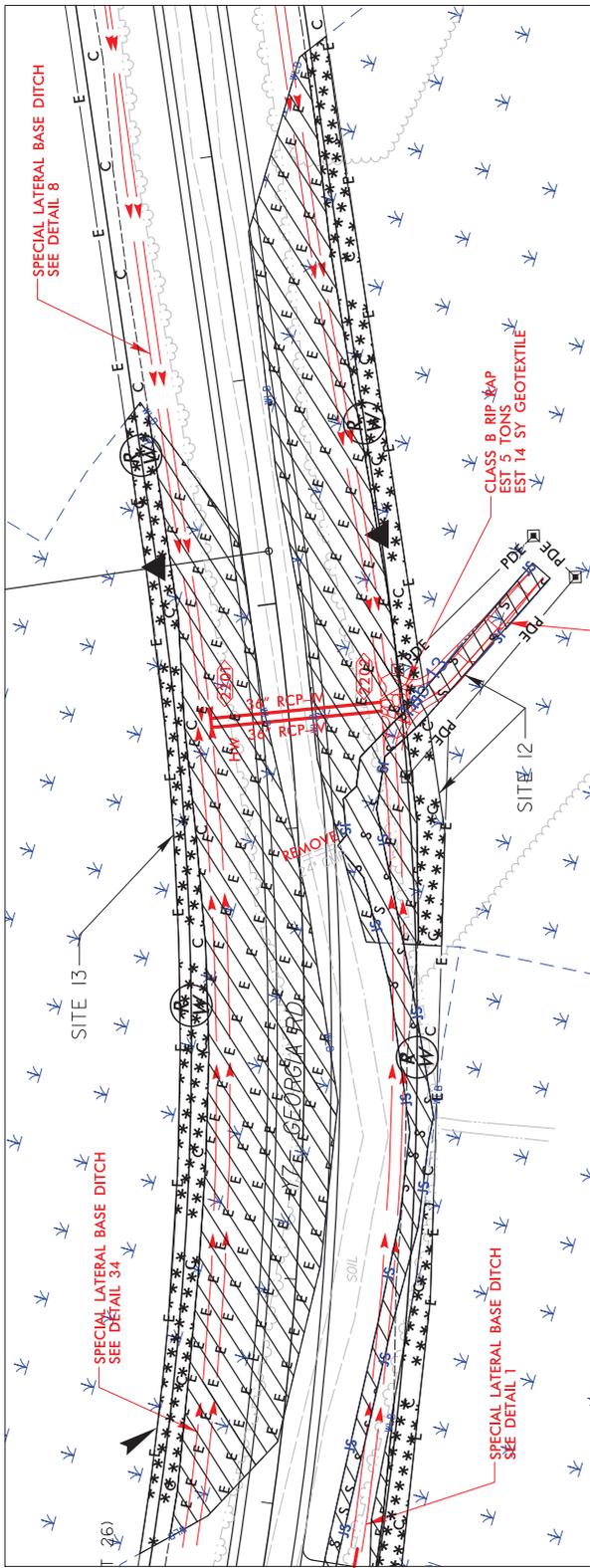
PERMIT DRAWING SHEET 26 OF 47

NAD 83/NA 2011



SITE 12 CONT.

PSH 21MATCH LINE



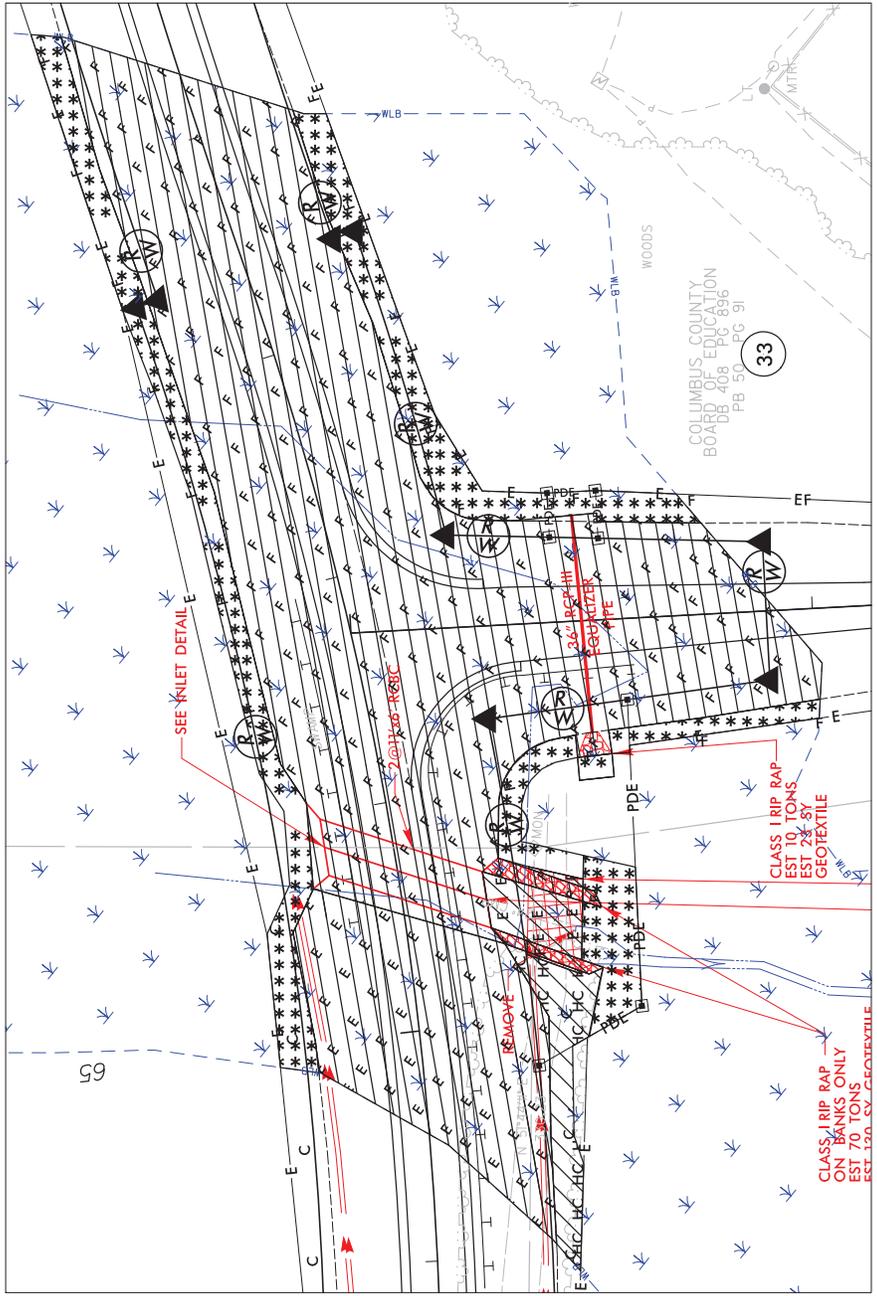
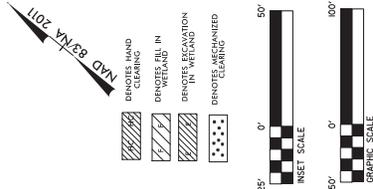
SITE 12, AND SITE 13

8/17/99

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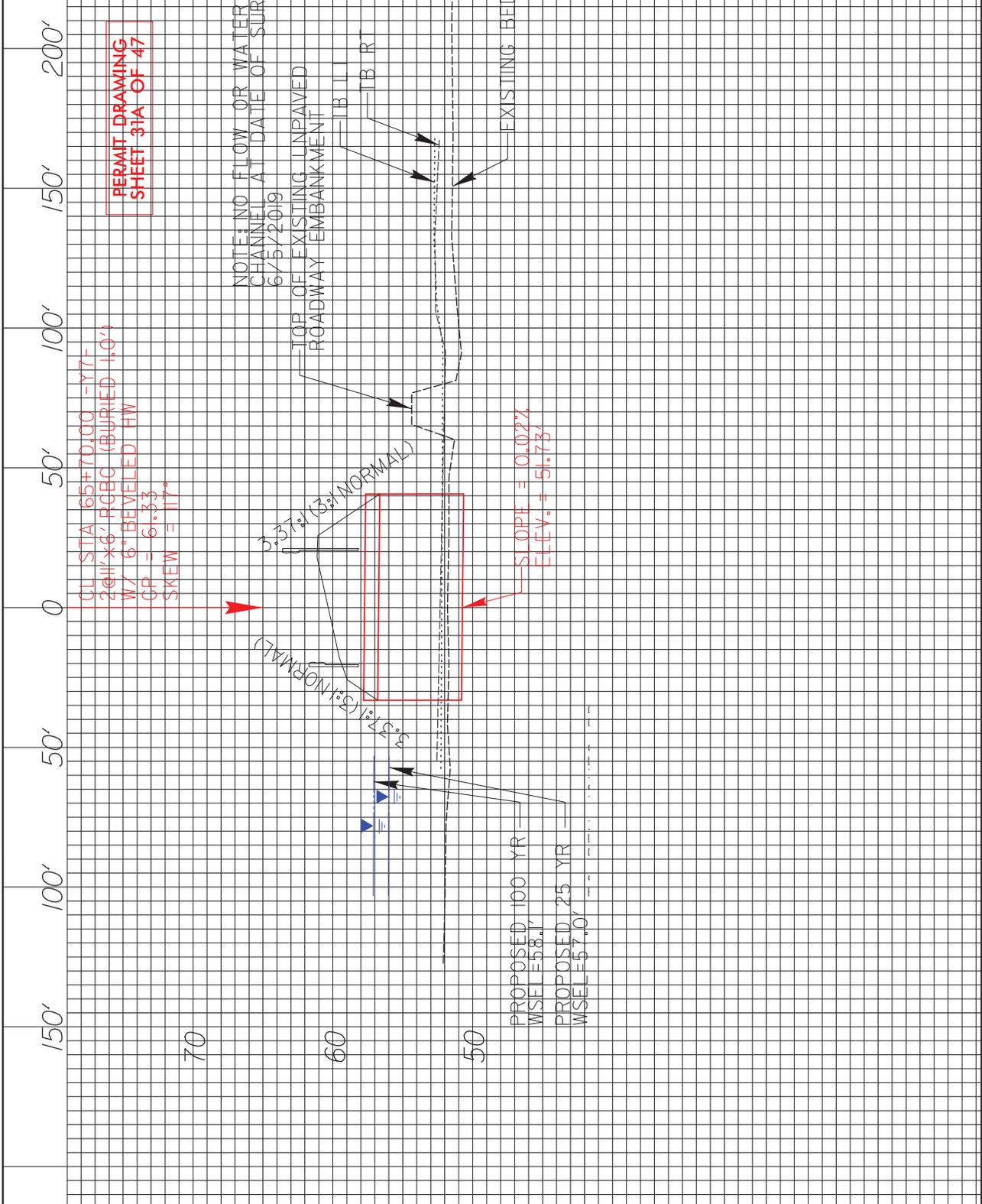
PROJECT REFERENCE NO. R-5819 / R-5820	SHEET NO. P-55
DESIGNER RUSSELL W. HARRIS REGISTERED PROFESSIONAL ENGINEER	HYDRAULIC ENGINEER
INCOMPLETE PLANS DO NOT USE FOR P.P. ACQUISITION	
DOCUMENT NOT CONSIDERED FINAL UNLESS ALL SIGNATURES COMPLETED	

PERMIT DRAWING
SHEET 30 OF 47



SITE I6

PROJECT REFERENCE NO. R-5819/R-5820	SHEET NO. 23A
ROW SHEET NO. ROADWAY ENGINEER	INTEGRAL ENGINEER
INCOMPLETE PLANS DO NOT USE FOR U.P. ACQUISITION	
DOCUMENT NOT CONSIDERED FINAL UNLESS ALL SIGNATURES COMPLETED	



NO.	DATE	DESCRIPTION

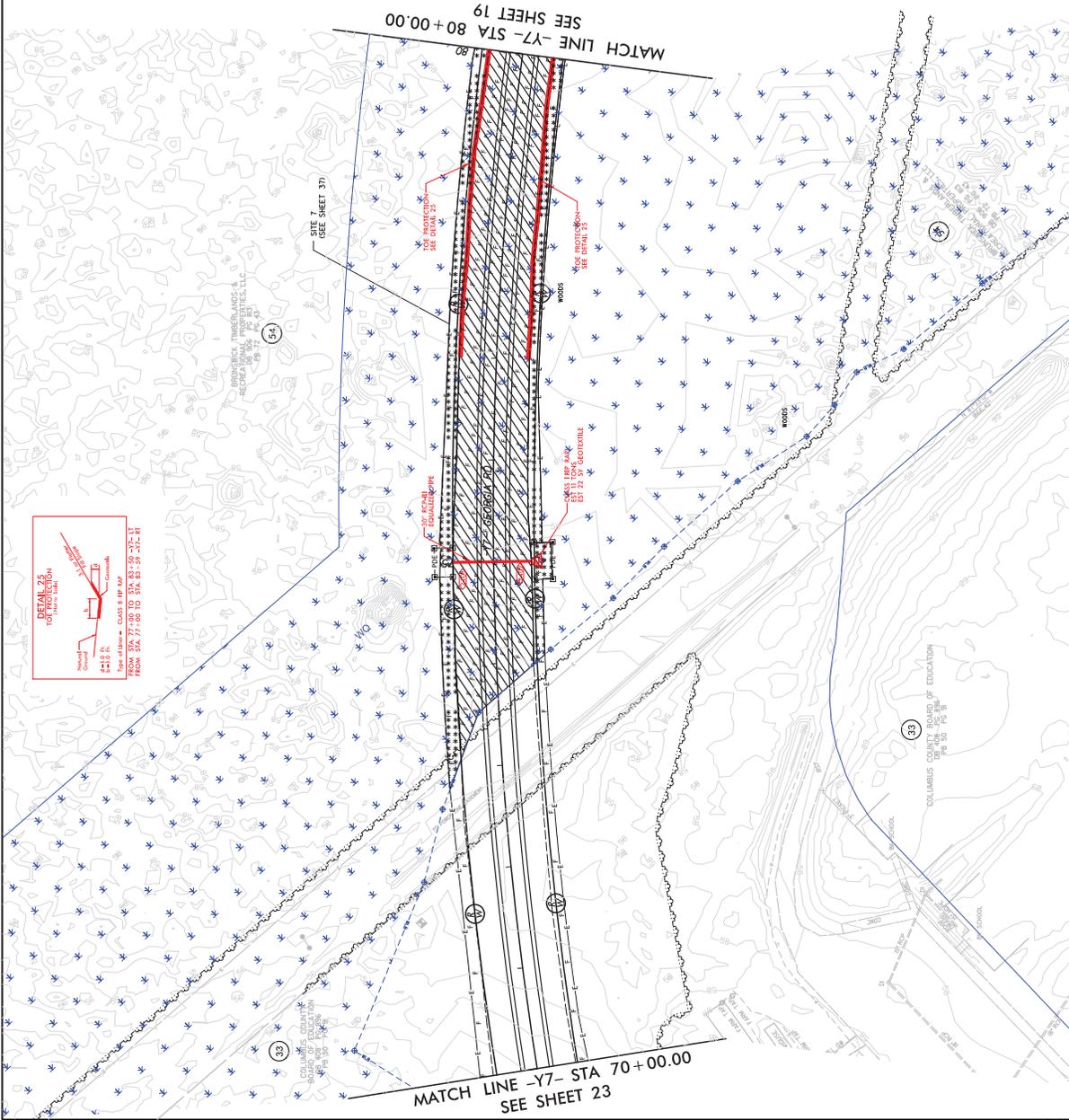
8/17/99

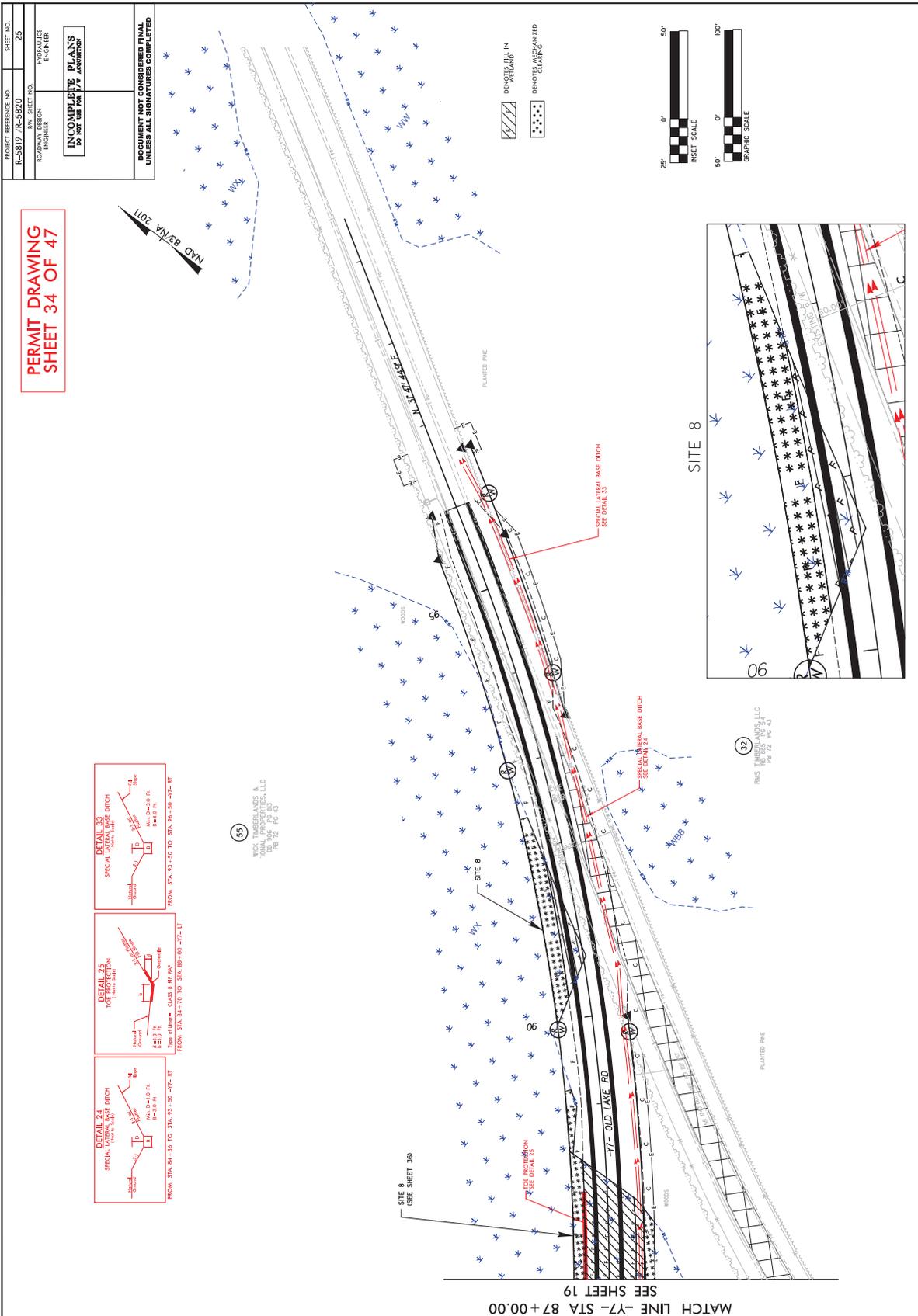
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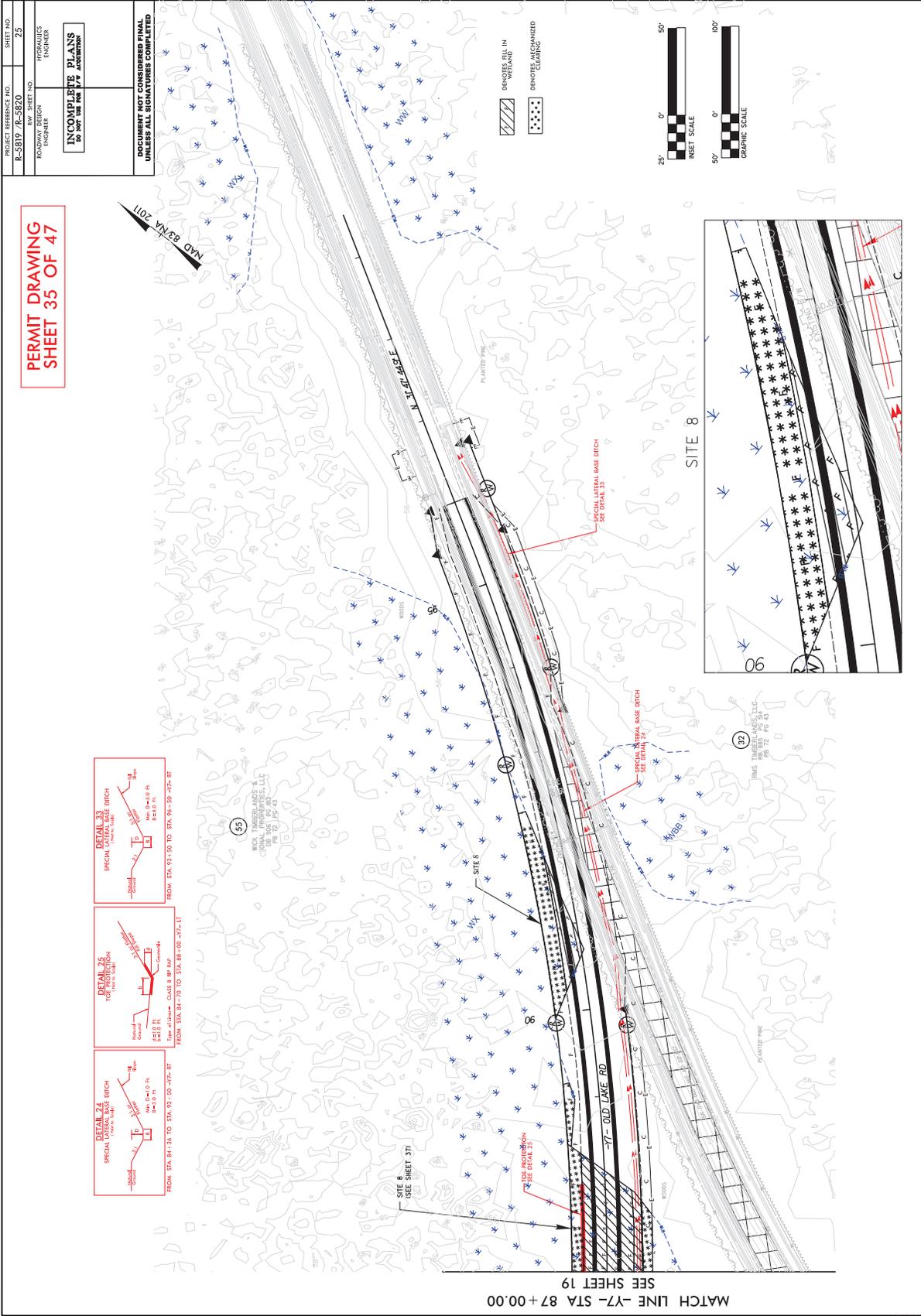
REVISIONS

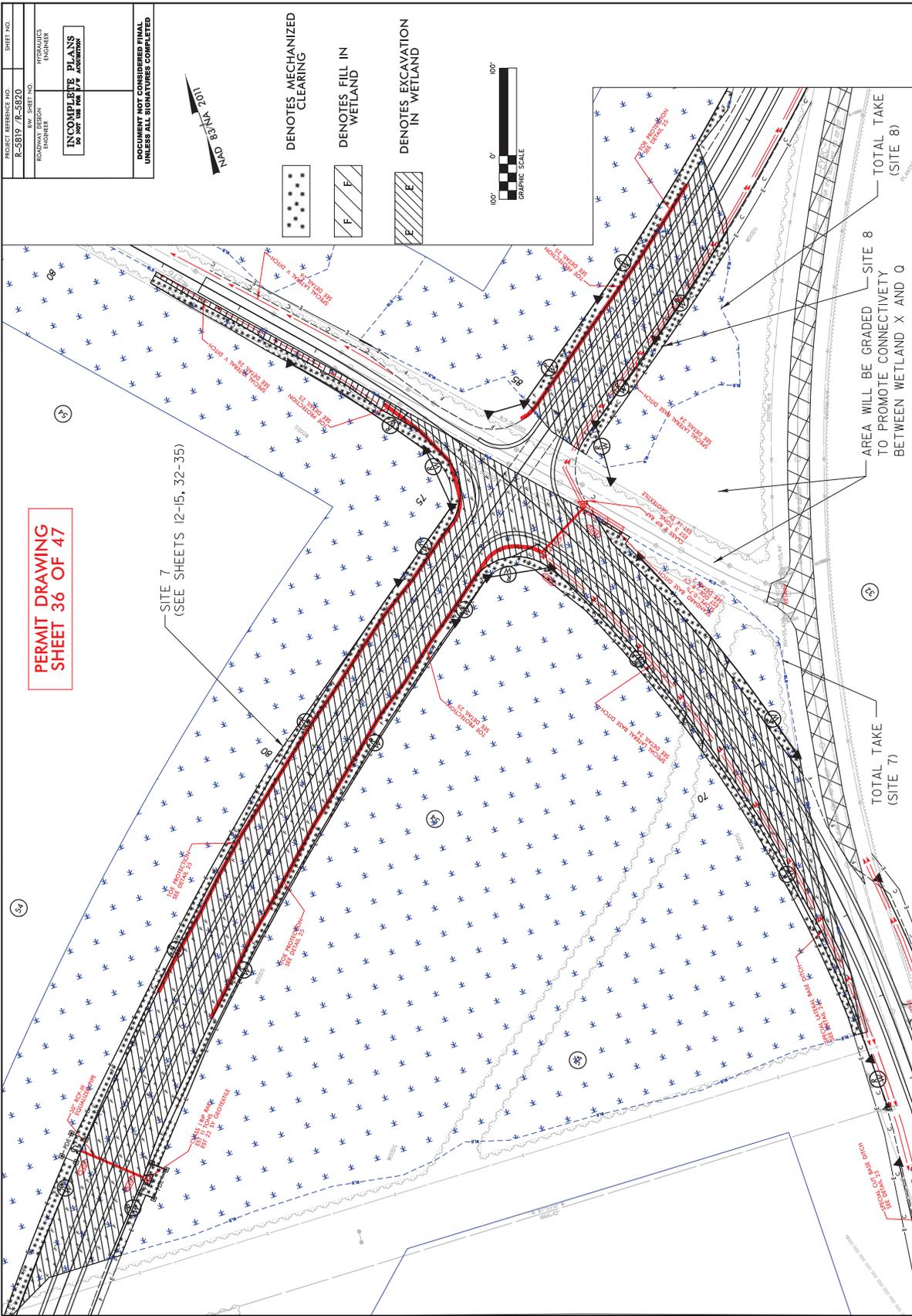
PROJECT REFERENCE NO.	SHEET NO.
R-5819 / R-5820	24
ROWAY DESIGN ENGINEER	HYDRAULICS ENGINEER
INCOMPLETION PLANS FOR THE PROJECT	
DOCUMENT NOT CONSIDERED FINAL UNLESS ALL SIGNATURES COMPLETED	

**PERMIT DRAWING
SHEET 33 OF 47**









PERMIT DRAWING
SHEET 36 OF 47

SITE 7
(SEE SHEETS 12-15, 32-35)

AREA WILL BE GRADED
TO PROMOTE CONNECTIVITY
BETWEEN WETLAND X AND O

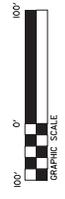
TOTAL TAKE
(SITE 7)

TOTAL TAKE
(SITE 8)

PROJECT REFERENCE NOS. R-5819, R-5820	SHEET NO. 100
ROWWAY DESIGN ENGINEER	DATE 12/17/99
INCOMPLETION PLANS FOR WETLAND RESTORATION	
DOCUMENT NOT CONSIDERED FINAL UNLESS ALL SIGNATURES COMPLETED	



- 
 DENOTES MECHANIZED
CLEANING
- 
 DENOTES FILL IN
WETLAND
- 
 DENOTES EXCAVATION
IN WETLAND



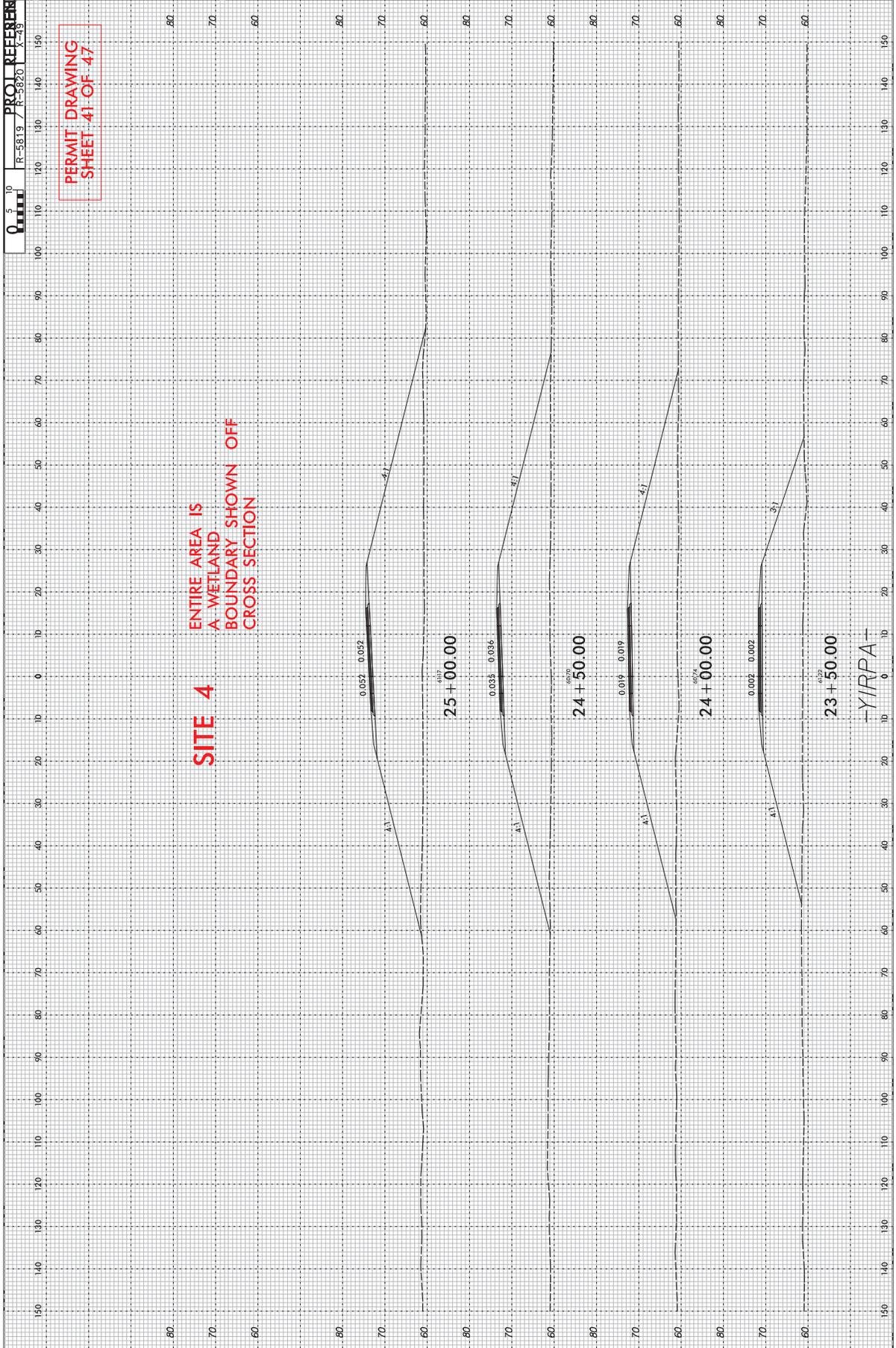
PROJ REFERENCE
R-5819 / R-5820 / A-53



PERMIT DRAWING
SHEET 41 OF 47

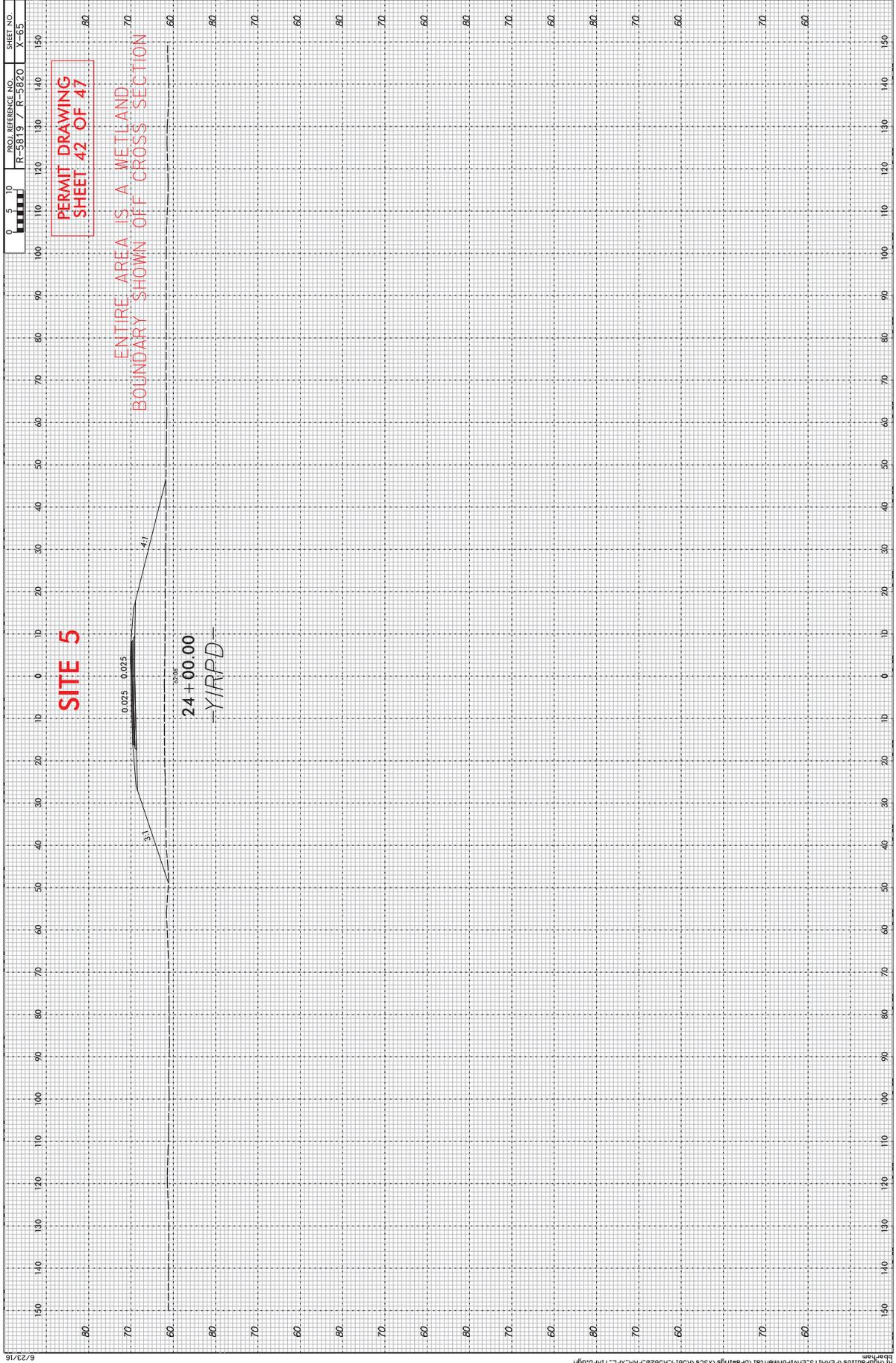
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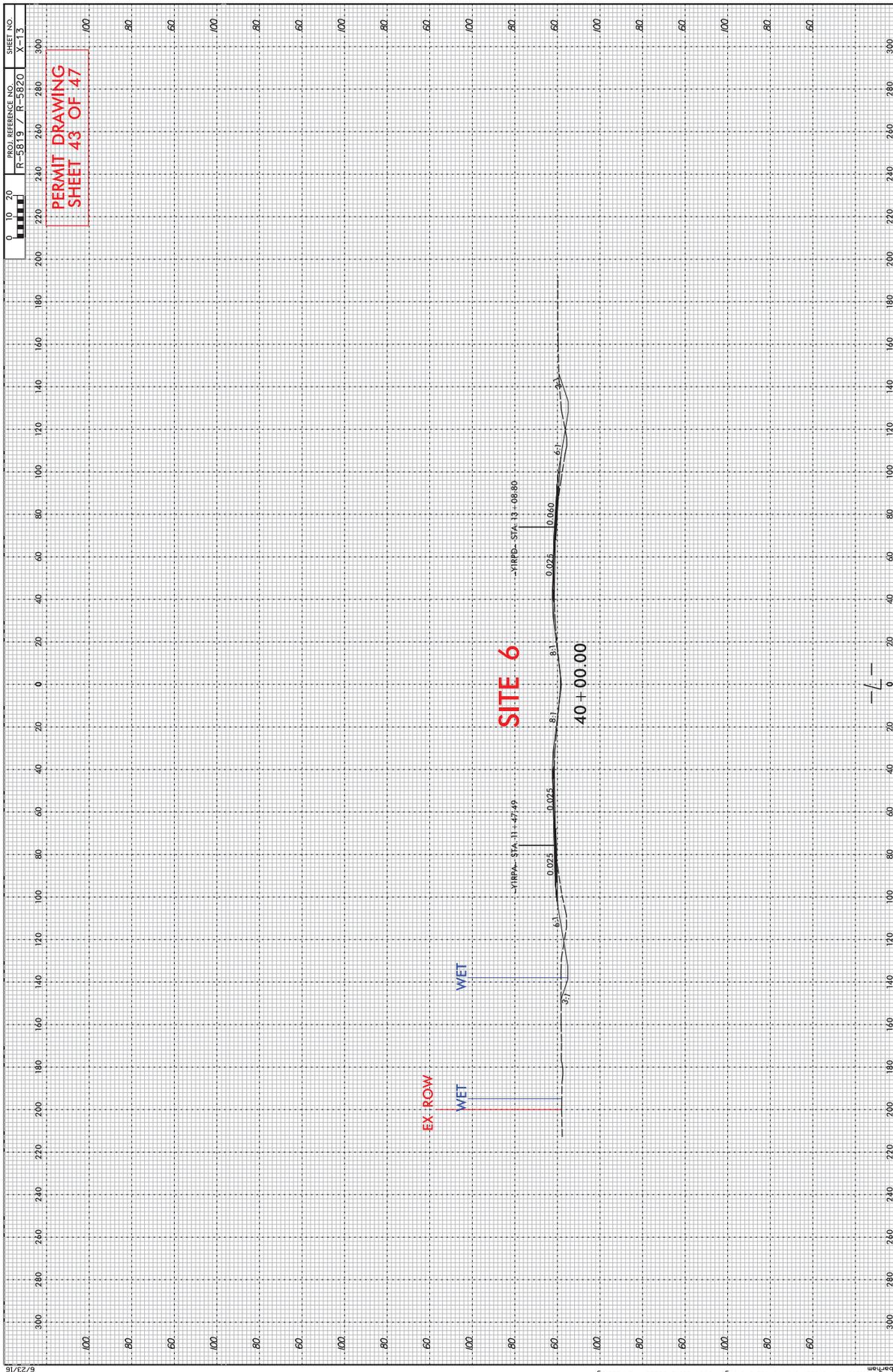
ENTIRE AREA IS
A WETLAND
BOUNDARY SHOWN OFF
CROSS SECTION



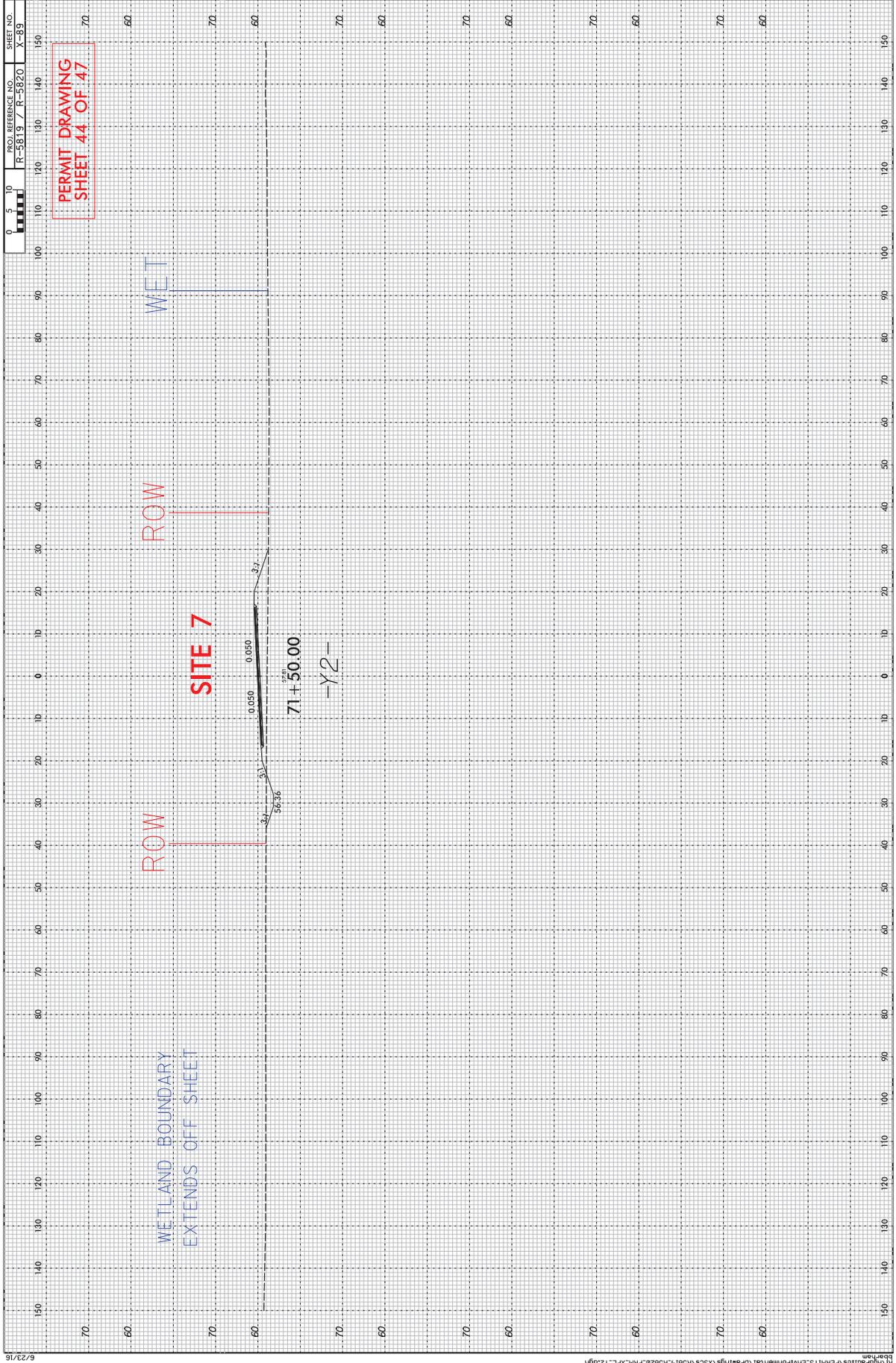
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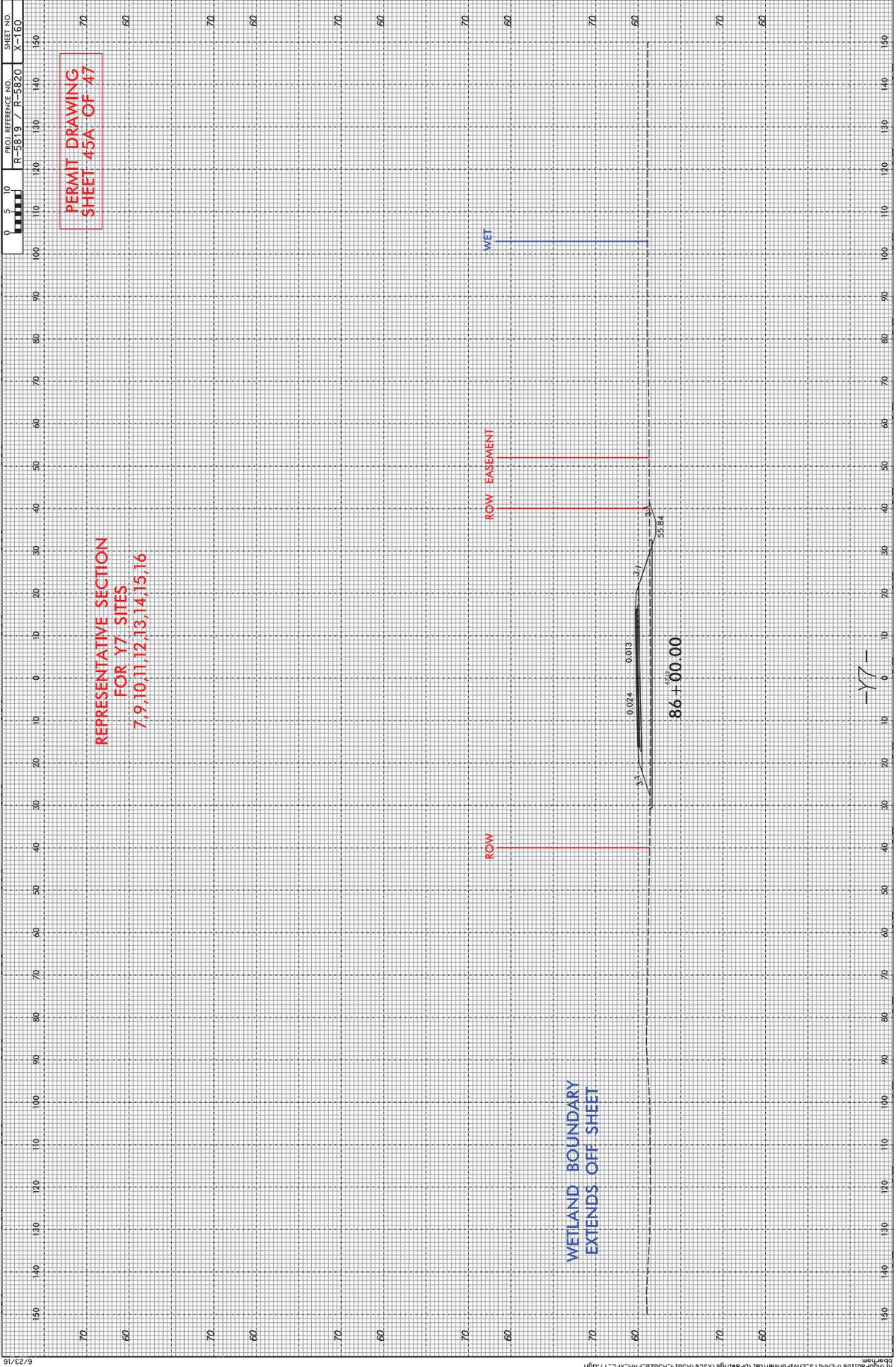
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P-71





PERMIT DRAWING
SHEET 45A OF 47

REPRESENTATIVE SECTION
FOR Y7 SITES
7,9,10,11,12,13,14,15,16

ROW

ROW EASEMENT

WET

86+00.00

WETLAND BOUNDARY
EXTENDS OFF SHEET

County: COLUMBUS

Line #	Item Number	Sec #	Description	Quantity	Unit Cost	Amount
ROADWAY ITEMS						
0001	0000100000-N	800	MOBILIZATION	Lump Sum	L.S.	
0002	0000400000-N	801	CONSTRUCTION SURVEYING	Lump Sum	L.S.	
0003	0001000000-E	200	CLEARING & GRUBBING .. ACRE(S)	Lump Sum	L.S.	
0004	0008000000-E	200	SUPPLEMENTARY CLEARING & GRUBBING	3 ACR		
0005	0022000000-E	225	UNCLASSIFIED EXCAVATION	84,000 CY		
0006	0028000000-N	SP	TYPE I STANDARD APPROACH FILL STATION ***** (38+26.89 -Y1-)	Lump Sum	L.S.	
0007	0028000000-N	SP	TYPE I STANDARD APPROACH FILL STATION ***** (40+06.72 -Y2-)	Lump Sum	L.S.	
0008	0036000000-E	225	UNDERCUT EXCAVATION	15,000 CY		
0009	0106000000-E	230	BORROW EXCAVATION	637,000 CY		
0010	0134000000-E	240	DRAINAGE DITCH EXCAVATION	27,396 CY		
0011	0156000000-E	250	REMOVAL OF EXISTING ASPHALT PAVEMENT	65,675 SY		
0012	0177000000-E	250	BREAKING OF EXISTING ASPHALT PAVEMENT	9,340 SY		
0013	0192000000-N	260	PROOF ROLLING	35 HR		
0014	0195000000-E	265	SELECT GRANULAR MATERIAL	26,520 CY		
0015	0196000000-E	270	GEOTEXTILE FOR SOIL STABILIZATION	87,755 SY		
0016	0255000000-E	SP	GENERIC GRADING ITEM HAULING AND DISPOSAL OF PETROLEUM CONTAMINATED SOIL	50 TON		
0017	0318000000-E	300	FOUNDATION CONDITIONING MATERIAL, MINOR STRUCTURES	1,240 TON		

County: COLUMBUS

Line #	Item Number	Sec #	Description	Quantity	Unit Cost	Amount
0018	0320000000-E	300	FOUNDATION CONDITIONING GEOTEXTILE	3,880 SY		
0019	0342000000-E	310	*** SIDE DRAIN PIPE (30")	36 LF		
0020	0342000000-E	310	*** SIDE DRAIN PIPE (60")	92 LF		
0021	0342000000-E	310	*** SIDE DRAIN PIPE (72")	104 LF		
0022	0343000000-E	310	15" SIDE DRAIN PIPE	776 LF		
0023	0344000000-E	310	18" SIDE DRAIN PIPE	1,092 LF		
0024	0345000000-E	310	24" SIDE DRAIN PIPE	700 LF		
0025	0348000000-E	310	*** SIDE DRAIN PIPE ELBOWS (15")	12 EA		
0026	0354000000-E	310	**** RC PIPE CULVERTS, CLASS ***** (15", V)	492 LF		
0027	0354000000-E	310	**** RC PIPE CULVERTS, CLASS ***** (18", V)	348 LF		
0028	0354000000-E	310	**** RC PIPE CULVERTS, CLASS ***** (30", V)	20 LF		
0029	0354000000-E	310	**** RC PIPE CULVERTS, CLASS ***** (36", V)	488 LF		
0030	0354000000-E	310	**** RC PIPE CULVERTS, CLASS ***** (54", V)	416 LF		
0031	0354000000-E	310	**** RC PIPE CULVERTS, CLASS ***** (60", V)	340 LF		
0032	0366000000-E	310	15" RC PIPE CULVERTS, CLASS III	76 LF		
0033	0372000000-E	310	18" RC PIPE CULVERTS, CLASS III	16 LF		
0034	0378000000-E	310	24" RC PIPE CULVERTS, CLASS III	204 LF		
0035	0384000000-E	310	30" RC PIPE CULVERTS, CLASS III	208 LF		

County: COLUMBUS

Line #	Item Number	Sec #	Description	Quantity	Unit Cost	Amount
0036	0390000000-E	310	36" RC PIPE CULVERTS, CLASS III	472 LF		
0037	0396000000-E	310	42" RC PIPE CULVERTS, CLASS III	144 LF		
0038	0402000000-E	310	48" RC PIPE CULVERTS, CLASS III	156 LF		
0039	0448000000-E	310	***** RC PIPE CULVERTS, CLASS IV (60")	120 LF		
0040	0448200000-E	310	15" RC PIPE CULVERTS, CLASS IV	2,204 LF		
0041	0448300000-E	310	18" RC PIPE CULVERTS, CLASS IV	284 LF		
0042	0448400000-E	310	24" RC PIPE CULVERTS, CLASS IV	1,180 LF		
0043	0448500000-E	310	30" RC PIPE CULVERTS, CLASS IV	400 LF		
0044	0448600000-E	310	36" RC PIPE CULVERTS, CLASS IV	152 LF		
0045	0448700000-E	310	42" RC PIPE CULVERTS, CLASS IV	320 LF		
0046	0973100000-E	330	*** WELDED STEEL PIPE, ***** THICK, GRADE B IN SOIL (15", 0.250")	276 LF		
0047	0973100000-E	330	*** WELDED STEEL PIPE, ***** THICK, GRADE B IN SOIL (18", 0.250")	124 LF		
0048	0973300000-E	330	*** WELDED STEEL PIPE, ***** THICK, GRADE B NOT IN SOIL (15", 0.250")	276 LF		
0049	0973300000-E	330	*** WELDED STEEL PIPE, ***** THICK, GRADE B NOT IN SOIL (18", 0.250")	124 LF		
0050	0995000000-E	340	PIPE REMOVAL	2,873 LF		
0051	1000000000-E	462	6" SLOPE PROTECTION	280 SY		
0052	1011000000-N	500	FINE GRADING	Lump Sum	L.S.	

County: COLUMBUS

Line #	Item Number	Sec #	Description	Quantity	Unit Cost	Amount
0053	1099500000-E	505	SHALLOW UNDERCUT	16,215 CY		
0054	1099700000-E	505	CLASS IV SUBGRADE STABILIZATION	40,975 TON		
0055	1111000000-E	SP	CLASS IV AGGREGATE STABILIZATION	500 TON		
0056	1121000000-E	520	AGGREGATE BASE COURSE	27,400 TON		
0057	1220000000-E	545	INCIDENTAL STONE BASE	2,500 TON		
0058	1275000000-E	600	PRIME COAT	25,588 GAL		
0059	1297000000-E	607	MILLING ASPHALT PAVEMENT, **** DEPTH (1-1/2")	2,130 SY		
0060	1330000000-E	607	INCIDENTAL MILLING	1,000 SY		
0061	1491000000-E	610	ASPHALT CONC BASE COURSE, TYPE B25.0C	32,360 TON		
0062	1503000000-E	610	ASPHALT CONC INTERMEDIATE COURSE, TYPE I19.0C	29,970 TON		
0063	1519000000-E	610	ASPHALT CONC SURFACE COURSE, TYPE S9.5B	15,040 TON		
0064	1523000000-E	610	ASPHALT CONC SURFACE COURSE, TYPE S9.5C	26,385 TON		
0065	1575000000-E	620	ASPHALT BINDER FOR PLANT MIX	5,485 TON		
0066	1693000000-E	654	ASPHALT PLANT MIX, PAVEMENT REPAIR	312 TON		
0067	1840000000-E	665	MILLED RUMBLE STRIPS (ASPHALT CONCRETE)	49,900 LF		
0068	1891000000-E	SP	GENERIC PAVING ITEM 12" JOINTED CONCRETE WITH WIRE MESH	1,070 SY		
0069	2022000000-E	815	SUBDRAIN EXCAVATION	336 CY		

County: COLUMBUS

Line #	Item Number	Sec #	Description	Quantity	Unit Cost	Amount
0070	2026000000-E	815	GEOTEXTILE FOR SUBSURFACE DRAINS	1,000 SY		
0071	2036000000-E	815	SUBDRAIN COARSE AGGREGATE	168 CY		
0072	2044000000-E	815	6" PERFORATED SUBDRAIN PIPE	1,000 LF		
0073	2070000000-N	815	SUBDRAIN PIPE OUTLET	2 EA		
0074	2077000000-E	815	6" OUTLET PIPE	12 LF		
0075	2190000000-N	828	TEMPORARY STEEL PLATE COVERS FOR MASONRY DRAINAGE STRUCTURE	3 EA		
0076	2209000000-E	838	ENDWALLS	21.8 CY		
0077	2220000000-E	838	REINFORCED ENDWALLS	17.7 CY		
0078	2253000000-E	840	PIPE COLLARS	3.814 CY		
0079	2264000000-E	840	PIPE PLUGS	0.045 CY		
0080	2286000000-N	840	MASONRY DRAINAGE STRUCTURES	62 EA		
0081	2308000000-E	840	MASONRY DRAINAGE STRUCTURES	13.1 LF		
0082	2364000000-N	840	FRAME WITH TWO GRATES, STD 840.16	6 EA		
0083	2364200000-N	840	FRAME WITH TWO GRATES, STD 840.20	16 EA		
0084	2365000000-N	840	FRAME WITH TWO GRATES, STD 840.22	7 EA		
0085	2366000000-N	840	FRAME WITH TWO GRATES, STD 840.24	3 EA		
0086	2374000000-N	840	FRAME WITH GRATE & HOOD, STD 840.03, TYPE ** (E)	11 EA		

County: COLUMBUS

Line #	Item Number	Sec #	Description	Quantity	Unit Cost	Amount
0087	2374000000-N	840	FRAME WITH GRATE & HOOD, STD 840.03, TYPE ** (F)	7 EA		
0088	2374000000-N	840	FRAME WITH GRATE & HOOD, STD 840.03, TYPE ** (G)	8 EA		
0089	2396000000-N	840	FRAME WITH COVER, STD 840.54	5 EA		
0090	2535000000-E	846	*** X *** CONCRETE CURB (9" X 18")	655 LF		
0091	2549000000-E	846	2'-6" CONCRETE CURB & GUTTER	2,020 LF		
0092	2556000000-E	846	SHOULDER BERM GUTTER	2,230 LF		
0093	2591000000-E	848	4" CONCRETE SIDEWALK	330 SY		
0094	2605000000-N	848	CONCRETE CURB RAMPS	11 EA		
0095	2612000000-E	848	6" CONCRETE DRIVEWAY	465 SY		
0096	2655000000-E	852	5" MONOLITHIC CONCRETE ISLANDS (KEYED IN)	665 SY		
0097	2752000000-E	SP	GENERIC PAVING ITEM 2'-0" ROLLED CONCRETE CURB & GUTTER	970 LF		
0098	2815000000-N	858	ADJUSTMENT OF DROP INLETS	5 EA		
0099	2845000000-N	858	ADJUSTMENT OF METER BOXES OR VALVE BOXES	26 EA		
0100	2905000000-N	859	CONVERT EXISTING DROP INLET TO JUNCTION BOX	2 EA		
0101	3030000000-E	862	STEEL BEAM GUARDRAIL	3,250 LF		
0102	3045000000-E	862	STEEL BEAM GUARDRAIL, SHOP CURVED	75 LF		
0103	3150000000-N	862	ADDITIONAL GUARDRAIL POSTS	10 EA		

County: COLUMBUS

Line #	Item Number	Sec #	Description	Quantity	Unit Cost	Amount
0104	3210000000-N	862	GUARDRAIL END UNITS, TYPE CAT-1	5 EA		
0105	3287000000-N	SP	GUARDRAIL END UNITS, TYPE TL-3	15 EA		
0106	3317000000-N	SP	GUARDRAIL ANCHOR UNITS, TYPE B-77	8 EA		
0107	3380000000-E	862	TEMPORARY STEEL BEAM GUARDRAIL	1,225 LF		
0108	3389150000-N	SP	TEMPORARY GUARDRAIL END UNITS, TYPE ***** (TL-3)	8 EA		
0109	3503000000-E	866	WOVEN WIRE FENCE, 47" FABRIC	1,325 LF		
0110	3509000000-E	866	4" TIMBER FENCE POSTS, 7'-6" LONG	69 EA		
0111	3515000000-E	866	5" TIMBER FENCE POSTS, 8'-0" LONG	65 EA		
0112	3572000000-E	867	CHAIN LINK FENCE RESET	250 LF		
0113	3628000000-E	876	RIP RAP, CLASS I	1,438 TON		
0114	3649000000-E	876	RIP RAP, CLASS B	1,335 TON		
0115	3656000000-E	876	GEOTEXTILE FOR DRAINAGE	6,935 SY		
0116	4048000000-E	902	REINFORCED CONCRETE SIGN FOUNDATIONS	6 CY		
0117	4054000000-E	902	PLAIN CONCRETE SIGN FOUNDATIONS	1 CY		
0118	4060000000-E	903	SUPPORTS, BREAKAWAY STEEL BEAM	7,721 LB		
0119	4072000000-E	903	SUPPORTS, 3-LB STEEL U-CHANNEL	1,650 LF		
0120	4096000000-N	904	SIGN ERECTION, TYPE D	4 EA		

County: COLUMBUS

Line #	Item Number	Sec #	Description	Quantity	Unit Cost	Amount
0121	4102000000-N	904	SIGN ERECTION, TYPE E	67 EA		
0122	4108000000-N	904	SIGN ERECTION, TYPE F	16 EA		
0123	4110000000-N	904	SIGN ERECTION, TYPE *** (GROUND MOUNTED) (A)	8 EA		
0124	4110000000-N	904	SIGN ERECTION, TYPE *** (GROUND MOUNTED) (B)	6 EA		
0125	4114000000-N	904	SIGN ERECTION, MILEMARKERS	6 EA		
0126	4116100000-N	904	SIGN ERECTION, RELOCATE TYPE **** (GROUND MOUNTED) (E)	2 EA		
0127	4155000000-N	907	DISPOSAL OF SIGN SYSTEM, U-CHANNEL	75 EA		
0128	4400000000-E	1110	WORK ZONE SIGNS (STATIONARY)	2,783 SF		
0129	4405000000-E	1110	WORK ZONE SIGNS (PORTABLE)	884 SF		
0130	4410000000-E	1110	WORK ZONE SIGNS (BARRICADE MOUNTED)	357 SF		
0131	4415000000-N	1115	FLASHING ARROW BOARD	2 EA		
0132	4420000000-N	1120	PORTABLE CHANGEABLE MESSAGE SIGN	2 EA		
0133	4422000000-N	1120	PORTABLE CHANGEABLE MESSAGE SIGN (SHORT TERM)	28 DAY		
0134	4430000000-N	1130	DRUMS	652 EA		
0135	4435000000-N	1135	CONES	110 EA		
0136	4445000000-E	1145	BARRICADES (TYPE III)	360 LF		
0137	4447000000-E	SP	PEDESTRIAN CHANNELIZING DEVICES	15 LF		

County: COLUMBUS

Line #	Item Number	Sec #	Description	Quantity	Unit Cost	Amount
0138	4455000000-N	1150	FLAGGER	201 DAY		
0139	4465000000-N	1160	TEMPORARY CRASH CUSHIONS	4 EA		
0140	4480000000-N	1165	TMA	2 EA		
0141	4485000000-E	1170	PORTABLE CONCRETE BARRIER	2,660 LF		
0142	4510000000-N	1190	LAW ENFORCEMENT	120 HR		
0143	4516000000-N	1180	SKINNY DRUM	300 EA		
0144	4650000000-N	1251	TEMPORARY RAISED PAVEMENT MARKERS	1,513 EA		
0145	4685000000-E	1205	THERMOPLASTIC PAVEMENT MARKING LINES (4", 90 MILS)	77,226 LF		
0146	4688000000-E	1205	THERMOPLASTIC PAVEMENT MARKING LINES (6", 90 MILS)	66,700 LF		
0147	4695000000-E	1205	THERMOPLASTIC PAVEMENT MARKING LINES (8", 90 MILS)	1,685 LF		
0148	4700000000-E	1205	THERMOPLASTIC PAVEMENT MARKING LINES (12", 90 MILS)	3,500 LF		
0149	4720000000-E	1205	THERMOPLASTIC PAVEMENT MARKING CHARACTER (90 MILS)	15 EA		
0150	4725000000-E	1205	THERMOPLASTIC PAVEMENT MARKING SYMBOL (90 MILS)	120 EA		
0151	4770000000-E	1205	COLD APPLIED PLASTIC PAVEMENT MARKING LINES, TYPE ** (4") (II)	2,350 LF		
0152	4810000000-E	1205	PAINT PAVEMENT MARKING LINES (4")	522,450 LF		
0153	4820000000-E	1205	PAINT PAVEMENT MARKING LINES (8")	11,798 LF		
0154	4825000000-E	1205	PAINT PAVEMENT MARKING LINES (12")	548 LF		

County: COLUMBUS

Line #	Item Number	Sec #	Description	Quantity	Unit Cost	Amount
0155	4835000000-E	1205	PAINT PAVEMENT MARKING LINES (24")	1,570 LF		
0156	4840000000-N	1205	PAINT PAVEMENT MARKING CHARACTER	24 EA		
0157	4845000000-N	1205	PAINT PAVEMENT MARKING SYMBOL	96 EA		
0158	4850000000-E	1205	REMOVAL OF PAVEMENT MARKING LINES (4")	93,078 LF		
0159	4860000000-E	1205	REMOVAL OF PAVEMENT MARKING LINES (8")	2,872 LF		
0160	4865000000-E	1205	REMOVAL OF PAVEMENT MARKING LINES (12")	23 LF		
0161	4870000000-E	1205	REMOVAL OF PAVEMENT MARKING LINES (24")	232 LF		
0162	4875000000-N	1205	REMOVAL OF PAVEMENT MARKING SYMBOLS & CHARACTERS	10 EA		
0163	4891000000-E	1205	GENERIC PAVEMENT MARKING ITEM THERMOPLASTIC PAVEMENT MARKING LINES (24", 90 MILS)	400 LF		
0164	4900000000-N	1251	PERMANENT RAISED PAVEMENT MARKERS	800 EA		
0165	5325200000-E	1510	2" WATER LINE	26 LF		
0166	5325600000-E	1510	6" WATER LINE	1,818 LF		
0167	5325800000-E	1510	8" WATER LINE	112 LF		
0168	5329000000-E	1510	DUCTILE IRON WATER PIPE FITTINGS	3,870 LB		
0169	5540000000-E	1515	6" VALVE	2 EA		
0170	5546000000-E	1515	8" VALVE	2 EA		
0171	5648000000-N	1515	RELOCATE WATER METER	16 EA		

County: COLUMBUS

Line #	Item Number	Sec #	Description	Quantity	Unit Cost	Amount
0172	5672000000-N	1515	RELOCATE FIRE HYDRANT	2 EA		
0173	5709300000-E	1520	6" FORCE MAIN SEWER	28 LF		
0174	5709400000-E	1520	8" FORCE MAIN SEWER	1,848 LF		
0175	5769000000-E	1520	DUCTILE IRON SEWER PIPE FITTINGS	2,330 LB		
0176	5798000000-E	1530	ABANDON *** UTILITY PIPE (2")	26 LF		
0177	5800000000-E	1530	ABANDON 6" UTILITY PIPE	2,453 LF		
0178	5801000000-E	1530	ABANDON 8" UTILITY PIPE	2,444 LF		
0179	5872600000-E	1550	DIRECTIONAL DRILLING OF *** (10")	600 LF		
0180	5872600000-E	1550	DIRECTIONAL DRILLING OF *** (8")	600 LF		
0181	6000000000-E	1605	TEMPORARY SILT FENCE	87,650 LF		
0182	6006000000-E	1610	STONE FOR EROSION CONTROL, CLASS A	1,160 TON		
0183	6009000000-E	1610	STONE FOR EROSION CONTROL, CLASS B	6,040 TON		
0184	6012000000-E	1610	SEDIMENT CONTROL STONE	2,925 TON		
0185	6015000000-E	1615	TEMPORARY MULCHING	181.5 ACR		
0186	6018000000-E	1620	SEED FOR TEMPORARY SEEDING	8,600 LB		
0187	6021000000-E	1620	FERTILIZER FOR TEMPORARY SEEDING	44 TON		
0188	6024000000-E	1622	TEMPORARY SLOPE DRAINS	5,375 LF		
0189	6029000000-E	SP	SAFETY FENCE	21,480 LF		

County: COLUMBUS

Line #	Item Number	Sec #	Description	Quantity	Unit Cost	Amount
0190	6030000000-E	1630	SILT EXCAVATION	8,320 CY		
0191	6036000000-E	1631	MATTING FOR EROSION CONTROL	258,075 SY		
0192	6037000000-E	SP	COIR FIBER MAT	100 SY		
0193	6042000000-E	1632	1/4" HARDWARE CLOTH	3,670 LF		
0194	6043000000-E	SP	LOW PERMEABILITY GEOTEXTILE	220 SY		
0195	6070000000-N	1639	SPECIAL STILLING BASINS	4 EA		
0196	6071012000-E	SP	COIR FIBER WATTLE	4,020 LF		
0197	6071020000-E	SP	POLYACRYLAMIDE (PAM)	60 LB		
0198	6071030000-E	1640	COIR FIBER BAFFLE	1,925 LF		
0199	6071050000-E	SP	*** SKIMMER (1-1/2")	3 EA		
0200	6084000000-E	1660	SEEDING & MULCHING	141 ACR		
0201	6087000000-E	1660	MOWING	132 ACR		
0202	6090000000-E	1661	SEED FOR REPAIR SEEDING	1,850 LB		
0203	6093000000-E	1661	FERTILIZER FOR REPAIR SEEDING	5.75 TON		
0204	6096000000-E	1662	SEED FOR SUPPLEMENTAL SEEDING	3,500 LB		
0205	6108000000-E	1665	FERTILIZER TOPDRESSING	105 TON		
0206	6111000000-E	SP	IMPERVIOUS DIKE	70 LF		
0207	6114500000-N	1667	SPECIALIZED HAND MOWING	10 MHR		

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Line #	Item Number	Sec #	Description	Quantity	Unit Cost	Amount
0208	6117000000-N	SP	RESPONSE FOR EROSION CONTROL	100 EA		
0209	6117500000-N	SP	CONCRETE WASHOUT STRUCTURE	8 EA		
0210	6132000000-N	SP	GENERIC EROSION CONTROL ITEM FABRIC INSERT INLET PROTECTION DEVICE	12 EA		
0211	6132000000-N	SP	GENERIC EROSION CONTROL ITEM FABRIC INSERT INLET PROTECTION DEVICE CLEANOUT	48 EA		
CULVERT ITEMS						
0212	8126000000-N	414	CULVERT EXCAVATION, STA ***** (65+70.00 -Y7-)	Lump Sum	L.S.	
0213	8133000000-E	414	FOUNDATION CONDITIONING MATERIAL, BOX CULVERT	131.3 TON		
0214	8196000000-E	420	CLASS A CONCRETE (CULVERT)	180.2 CY		
0215	8245000000-E	425	REINFORCING STEEL (CULVERT)	31,536 LB		
STRUCTURE ITEMS						
0216	8056000000-N	402	REMOVAL OF EXISTING STRUCTURE AT STATION ***** (40-06.72 -Y2-)	Lump Sum	L.S.	
0217	8091000000-N	410	FOUNDATION EXCAVATION FOR BENT ** AT STATION ***** (1, 38+26.89 -Y1-)	Lump Sum	L.S.	
0218	8091000000-N	410	FOUNDATION EXCAVATION FOR BENT ** AT STATION ***** (1, 40+06.72 -Y2-)	Lump Sum	L.S.	
0219	8091000000-N	410	FOUNDATION EXCAVATION FOR BENT ** AT STATION ***** (2, 40+06.72 -Y2-)	Lump Sum	L.S.	
0220	8112730000-N	450	PDA TESTING	5 EA		
0221	8147000000-E	420	REINFORCED CONCRETE DECK SLAB	22,617 SF		

County: COLUMBUS

Line #	Item Number	Sec #	Description	Quantity	Unit Cost	Amount
0222	8161000000-E	420	GROOVING BRIDGE FLOORS	21,029 SF		
0223	8182000000-E	420	CLASS A CONCRETE (BRIDGE)	385.1 CY		
0224	8210000000-N	422	BRIDGE APPROACH SLABS, STATION ***** (38+26.89 -Y1-)	Lump Sum	L.S.	
0225	8210000000-N	422	BRIDGE APPROACH SLABS, STATION ***** (40+06.72 -Y2-)	Lump Sum	L.S.	
0226	8217000000-E	425	REINFORCING STEEL (BRIDGE)	68,255 LB		
0227	8238000000-E	425	SPIRAL COLUMN REINFORCING STEEL (BRIDGE)	7,380 LB		
0228	8277000000-E	430	MODIFIED 72" PRESTRESSED CONC GIRDERS	2,257.66 LF		
0229	8328200000-E	450	PILE DRIVING EQUIPMENT SETUP FOR *** STEEL PILES (HP 14 X 73)	93 EA		
0230	8384000000-E	450	HP 14 X 73 STEEL PILES	7,179 LF		
0231	8391000000-N	450	STEEL PILE POINTS	58 EA		
0232	8393000000-N	450	PILE REDRIVES	53 EA		
0233	8503000000-E	460	CONCRETE BARRIER RAIL	1,134.5 LF		
0234	8531000000-E	462	4" SLOPE PROTECTION	1,263 SY		
0235	8657000000-N	430	ELASTOMERIC BEARINGS	Lump Sum	L.S.	

1126/May12/Q2676257.469/D866235192000/E235

Total Amount Of Bid For Entire Project :

Vendor 1 of 2: BMCO CONSTRUCTION, INC. (3330)
Call Order 009 (Proposal: C204722)

Bid Information

Proposal County: COLUMBUS
Vendor Address:
Signature Check: Lee Ann Musselwhite
Time Bid Received: June 21, 2022 01:42 PM
Amendment Count: 0

Bid Checksum: 228709E9A7
Bid Total: \$44,098,712.33
Items Total: \$44,098,712.33
Time Total: \$0.00

Bidding Errors:

None.

DBE Goal: 6.0% (\$2,645,922.74)
Participation Submitted 14.11% (\$6,223,590.16)

Vendor 1 of 2: BMCO CONSTRUCTION, INC. (3330)
Call Order 009 (Proposal: C204722)

Bid Bond Information

Projects:	Bond Maximum:
Counties:	State of Incorporation:
Bond ID: SNC06149860	Agency Execution Date: 06/14/2022 07
Paid by Check: No	Surety Name: Surety2000
Bond Percent: 5%	Bond Agency Name: NGM Insurance Company

DBE Load Information

Letting ID: L220621
Letting Date: 06/21/2022
Call Order: 009
Contract ID: C204722
Project: STATE FUNDEDSTATE FUNDEDSTATE FUNDEDSTATE FUNDED
Bid Total: \$44,098,712.33
DBE Goal: 6.00% (\$2,645,922.74)

Vendor ID: 3330
Vendor Name: BMCO Construction, Inc.
DBE Entered: 14.11% (\$6,223,590.16)

Vendor ID	DBE Name	Is Supplier?	City/State	Goods/Service	Amount
3230	HIATT & MASON ENTERPRISES INC	False	POST OFFICE BOX 1378 , MOUNT AIRY, NC 27030	SubContractor	56,090.16
3330	BMCO CONSTRUCTION, INC.	False	POST OFFICE BOX 1361 , LUMBERTON, NC 28359	SubContractor	6,051,500.00
10486	JAMES L MORGAN TRUCKING INC	False	2090 TRUKEY TRAP RD SW SUPPLY, NC 28462	SubContractor	116,000.00

Letting: L220621
06/21/2022 02:00:00 PM

North Carolina Department of Transportation
3330 - BMCO Construction, Inc.

Contract ID: C204722
Call: 009

BondID: SNC06149860

Surety Registry Agency: Surety2000

Verified?: 1

Surety Agency: NGM Insurance Company

Bond Execution Date: 06/14/2022 07:56:33 PM

Line Number	Item Number	Quantity	Unit	Unit Price	Extension Price
Section 0001 ROADWAY ITEMS					
0001	0000100000-N MOBILIZATION	1.000	LS	\$2,099,224.4000	\$2,099,224.40
0002	0000400000-N CONSTRUCTION SURVEYING	1.000	LS	\$600,000.0000	\$600,000.00
0003	0001000000-E CLEARING & GRUBBING .. ACRE(S)	1.000	LS	\$1,600,000.0000	\$1,600,000.00
0004	0008000000-E SUPPLEMENTARY CLEARING & GRUBBING	3.000	ACR	\$10,000.0000	\$30,000.00
0005	0022000000-E UNCLASSIFIED EXCAVATION	84000.000	CY	\$10.2500	\$861,000.00
0006	0028000000-N TYPE I STANDARD APPROACH FILL STATION ***** (38+26.89 -Y1-)	1.000	LS	\$75,200.0000	\$75,200.00
0007	0028000000-N TYPE I STANDARD APPROACH FILL STATION ***** (40+06.72 -Y2-)	1.000	LS	\$75,200.0000	\$75,200.00
0008	0036000000-E UNDERCUT EXCAVATION	15000.000	CY	\$9.5000	\$142,500.00
0009	0106000000-E BORROW EXCAVATION	637000.000	CY	\$12.2500	\$7,803,250.00
0010	0134000000-E DRAINAGE DITCH EXCAVATION	27396.000	CY	\$6.7500	\$184,923.00
0011	0156000000-E REMOVAL OF EXISTING ASPHALT PAVEMENT	65675.000	SY	\$9.5000	\$623,912.50
0012	0177000000-E BREAKING OF EXISTING ASPHALT PAVEMENT	9340.000	SY	\$4.5000	\$42,030.00
0013	0192000000-N PROOF ROLLING	35.000	HR	\$300.0000	\$10,500.00
0014	0195000000-E SELECT GRANULAR MATERIAL	26520.000	CY	\$11.2000	\$297,024.00
0015	0196000000-E GEOTEXTILE FOR SOIL STABILIZATION	87755.000	SY	\$2.8000	\$245,714.00
0016	0255000000-E GENERIC GRADING ITEM HAULING AND DISPOSAL OF PETROLEUM CONTAMINATED SOIL	50.000	TON	\$250.0000	\$12,500.00
0017	0318000000-E FOUNDATION CONDITIONING MATERIAL, MINOR STRUCTURES	1240.000	TON	\$65.0000	\$80,600.00
0018	0320000000-E FOUNDATION CONDITIONING GEOTEXTILE	3880.000	SY	\$3.5500	\$13,774.00
0019	0342000000-E *** SIDE DRAIN PIPE (30")	36.000	LF	\$137.0300	\$4,933.08
0020	0342000000-E *** SIDE DRAIN PIPE (60")	92.000	LF	\$517.6500	\$47,623.80
0021	0342000000-E *** SIDE DRAIN PIPE (72")	104.000	LF	\$659.7500	\$68,614.00
0022	0343000000-E 15" SIDE DRAIN PIPE	776.000	LF	\$50.7500	\$39,382.00
0023	0344000000-E 18" SIDE DRAIN PIPE	1092.000	LF	\$62.9300	\$68,719.56

0024	0345000000-E	700.000	LF	\$81.2000	\$56,840.00
	24" SIDE DRAIN PIPE				
0025	0348000000-E	12.000	EA	\$431.3800	\$5,176.56
	***" SIDE DRAIN PIPE ELBOWS (15")				
0026	0354000000-E	492.000	LF	\$71.0500	\$34,956.60
	****" RC PIPE CULVERTS, CLASS ***** (15", V)				
0027	0354000000-E	348.000	LF	\$84.2500	\$29,319.00
	****" RC PIPE CULVERTS, CLASS ***** (18", V)				
0028	0354000000-E	20.000	LF	\$163.4200	\$3,268.40
	****" RC PIPE CULVERTS, CLASS ***** (30", V)				
0029	0354000000-E	488.000	LF	\$218.2300	\$106,496.24
	****" RC PIPE CULVERTS, CLASS ***** (36", V)				
0030	0354000000-E	416.000	LF	\$451.6800	\$187,898.88
	****" RC PIPE CULVERTS, CLASS ***** (54", V)				
0031	0354000000-E	340.000	LF	\$548.1000	\$186,354.00
	****" RC PIPE CULVERTS, CLASS ***** (60", V)				
0032	0366000000-E	76.000	LF	\$61.9200	\$4,705.92
	15" RC PIPE CULVERTS, CLASS III				
0033	0372000000-E	16.000	LF	\$75.1100	\$1,201.76
	18" RC PIPE CULVERTS, CLASS III				
0034	0378000000-E	204.000	LF	\$104.5500	\$21,328.20
	24" RC PIPE CULVERTS, CLASS III				
0035	0384000000-E	208.000	LF	\$138.0400	\$28,712.32
	30" RC PIPE CULVERTS, CLASS III				
0036	0390000000-E	472.000	LF	\$175.6000	\$82,883.20
	36" RC PIPE CULVERTS, CLASS III				
0037	0396000000-E	144.000	LF	\$239.5400	\$34,493.76
	42" RC PIPE CULVERTS, CLASS III				
0038	0402000000-E	156.000	LF	\$285.2200	\$44,494.32
	48" RC PIPE CULVERTS, CLASS III				
0039	0448000000-E	120.000	LF	\$522.7300	\$62,727.60
	****" RC PIPE CULVERTS, CLASS IV (60")				
0040	0448200000-E	2204.000	LF	\$66.9900	\$147,645.96
	15" RC PIPE CULVERTS, CLASS IV				
0041	0448300000-E	284.000	LF	\$81.2000	\$23,060.80
	18" RC PIPE CULVERTS, CLASS IV				
0042	0448400000-E	1180.000	LF	\$121.8000	\$143,724.00
	24" RC PIPE CULVERTS, CLASS IV				
0043	0448500000-E	400.000	LF	\$153.2700	\$61,308.00
	30" RC PIPE CULVERTS, CLASS IV				
0044	0448600000-E	152.000	LF	\$197.9300	\$30,085.36
	36" RC PIPE CULVERTS, CLASS IV				
0045	0448700000-E	320.000	LF	\$271.0100	\$86,723.20
	42" RC PIPE CULVERTS, CLASS IV				
0046	0973100000-E	276.000	LF	\$385.7000	\$106,453.20
	*** WELDED STEEL PIPE, ***** THICK, GRADE B IN SOIL (15", 0.250")				
0047	0973100000-E	124.000	LF	\$431.3800	\$53,491.12
	*** WELDED STEEL PIPE, ***** THICK, GRADE B IN SOIL (18", 0.250")				
0048	0973300000-E	276.000	LF	\$1.0200	\$281.52

					" WELDED STEEL PIPE, **" THICK, GRADE B NOT IN SOIL (15", 0.250")
0049	0973300000-E	124.000	LF	\$1.0200	\$126.48
					" WELDED STEEL PIPE, **" THICK, GRADE B NOT IN SOIL (18", 0.250")
0050	0995000000-E	2873.000	LF	\$30.4500	\$87,482.85
					PIPE REMOVAL
0051	1000000000-E	280.000	SY	\$130.0000	\$36,400.00
					6" SLOPE PROTECTION
0052	1011000000-N	1.000	LS	\$820.0000	\$820.00
					FINE GRADING
0053	1099500000-E	16215.000	CY	\$10.2500	\$166,203.75
					SHALLOW UNDERCUT
0054	1099700000-E	40975.000	TON	\$38.0000	\$1,557,050.00
					CLASS IV SUBGRADE STABILIZATION
0055	1111000000-E	500.000	TON	\$45.0000	\$22,500.00
					CLASS IV AGGREGATE STABILIZATION
0056	1121000000-E	27400.000	TON	\$39.0000	\$1,068,600.00
					AGGREGATE BASE COURSE
0057	1220000000-E	2500.000	TON	\$45.0000	\$112,500.00
					INCIDENTAL STONE BASE
0058	1275000000-E	25588.000	GAL	\$5.0400	\$128,963.52
					PRIME COAT
0059	1297000000-E	2130.000	SY	\$8.9000	\$18,957.00
					MILLING ASPHALT PAVEMENT, ****" DEPTH (1-1/2")
0060	1330000000-E	1000.000	SY	\$19.0000	\$19,000.00
					INCIDENTAL MILLING
0061	1491000000-E	32360.000	TON	\$88.2600	\$2,856,093.60
					ASPHALT CONC BASE COURSE, TYPE B25.0C
0062	1503000000-E	29970.000	TON	\$89.1600	\$2,672,125.20
					ASPHALT CONC INTERMEDIATE COURSE, TYPE I19.0C
0063	1519000000-E	15040.000	TON	\$83.0700	\$1,249,372.80
					ASPHALT CONC SURFACE COURSE, TYPE S9.5B
0064	1523000000-E	26385.000	TON	\$86.7900	\$2,289,954.15
					ASPHALT CONC SURFACE COURSE, TYPE S9.5C
0065	1575000000-E	5485.000	TON	\$764.7000	\$4,194,379.50
					ASPHALT BINDER FOR PLANT MIX
0066	1693000000-E	312.000	TON	\$328.0000	\$102,336.00
					ASPHALT PLANT MIX, PAVEMENT REPAIR
0067	1840000000-E	49900.000	LF	\$5.0000	\$249,500.00
					MILLED RUMBLE STRIPS (ASPHALT CONCRETE)
0068	1891000000-E	1070.000	SY	\$170.0000	\$181,900.00
					GENERIC PAVING ITEM 12" JOINTED CONCRETE WITH WIRE MESH
0069	2022000000-E	336.000	CY	\$40.0000	\$13,440.00
					SUBDRAIN EXCAVATION
0070	2026000000-E	1000.000	SY	\$17.0000	\$17,000.00
					GEOTEXTILE FOR SUBSURFACE DRAINS
0071	2036000000-E	168.000	CY	\$85.0000	\$14,280.00
					SUBDRAIN COARSE AGGREGATE
0072	2044000000-E	1000.000	LF	\$45.0000	\$45,000.00
					6" PERFORATED SUBDRAIN PIPE

0073	2070000000-N	2.000 EA	\$750.0000	\$1,500.00
	SUBDRAIN PIPE OUTLET			
0074	2077000000-E	12.000 LF	\$90.0000	\$1,080.00
	6" OUTLET PIPE			
0075	2190000000-N	3.000 EA	\$1,268.7500	\$3,806.25
	TEMPORARY STEEL PLATE COVERS FOR MASONRY DRAINAGE STRUCTURE			
0076	2209000000-E	21.800 CY	\$1,218.0000	\$26,552.40
	ENDWALLS			
0077	2220000000-E	17.700 CY	\$1,370.2500	\$24,253.43
	REINFORCED ENDWALLS			
0078	2253000000-E	3.814 CY	\$1,522.5000	\$5,806.82
	PIPE COLLARS			
0079	2264000000-E	0.045 CY	\$3,552.5000	\$159.86
	PIPE PLUGS			
0080	2286000000-N	62.000 EA	\$2,385.2500	\$147,885.50
	MASONRY DRAINAGE STRUCTURES			
0081	2308000000-E	13.100 LF	\$456.7500	\$5,983.43
	MASONRY DRAINAGE STRUCTURES			
0082	2364000000-N	6.000 EA	\$964.2500	\$5,785.50
	FRAME WITH TWO GRATES, STD 840.16			
0083	2364200000-N	16.000 EA	\$862.7500	\$13,804.00
	FRAME WITH TWO GRATES, STD 840.20			
0084	2365000000-N	7.000 EA	\$2,385.2500	\$16,696.75
	FRAME WITH TWO GRATES, STD 840.22			
0085	2366000000-N	3.000 EA	\$2,385.2500	\$7,155.75
	FRAME WITH TWO GRATES, STD 840.24			
0086	2374000000-N	11.000 EA	\$1,065.7500	\$11,723.25
	FRAME WITH GRATE & HOOD, STD 840.03, TYPE ** (E)			
0087	2374000000-N	7.000 EA	\$1,065.7500	\$7,460.25
	FRAME WITH GRATE & HOOD, STD 840.03, TYPE ** (F)			
0088	2374000000-N	8.000 EA	\$1,065.7500	\$8,526.00
	FRAME WITH GRATE & HOOD, STD 840.03, TYPE ** (G)			
0089	2396000000-N	5.000 EA	\$710.5000	\$3,552.50
	FRAME WITH COVER, STD 840.54			
0090	2535000000-E	655.000 LF	\$55.0000	\$36,025.00
	" X * CONCRETE CURB (9" X 18")			
0091	2549000000-E	2020.000 LF	\$56.0000	\$113,120.00
	2'-6" CONCRETE CURB & GUTTER			
0092	2556000000-E	2230.000 LF	\$40.0000	\$89,200.00
	SHOULDER BERM GUTTER			
0093	2591000000-E	330.000 SY	\$110.0000	\$36,300.00
	4" CONCRETE SIDEWALK			
0094	2605000000-N	11.000 EA	\$2,900.0000	\$31,900.00
	CONCRETE CURB RAMPS			
0095	2612000000-E	465.000 SY	\$120.0000	\$55,800.00
	6" CONCRETE DRIVEWAY			
0096	2655000000-E	665.000 SY	\$118.0000	\$78,470.00
	5" MONOLITHIC CONCRETE ISLANDS (KEYED IN)			
0097	2752000000-E	970.000 LF	\$55.0000	\$53,350.00

GENERIC PAVING ITEM 2'-0" ROLLED CONCRETE CURB & GUTTER

0098	2815000000-N	5.000 EA	\$1,015.0000	\$5,075.00
	ADJUSTMENT OF DROP INLETS			
0099	2845000000-N	26.000 EA	\$1,000.0000	\$26,000.00
	ADJUSTMENT OF METER BOXES OR VALVE BOXES			
0100	2905000000-N	2.000 EA	\$1,268.7500	\$2,537.50
	CONVERT EXISTING DROP INLET TO JUNCTION BOX			
0101	3030000000-E	3250.000 LF	\$28.4200	\$92,365.00
	STEEL BEAM GUARDRAIL			
0102	3045000000-E	75.000 LF	\$29.9400	\$2,245.50
	STEEL BEAM GUARDRAIL, SHOP CURVED			
0103	3150000000-N	10.000 EA	\$55.8300	\$558.30
	ADDITIONAL GUARDRAIL POSTS			
0104	3210000000-N	5.000 EA	\$964.2500	\$4,821.25
	GUARDRAIL END UNITS, TYPE CAT-1			
0105	3287000000-N	15.000 EA	\$3,552.5000	\$53,287.50
	GUARDRAIL END UNITS, TYPE TL-3			
0106	3317000000-N	8.000 EA	\$2,537.5000	\$20,300.00
	GUARDRAIL ANCHOR UNITS, TYPE B-77			
0107	3380000000-E	1225.000 LF	\$9.3900	\$11,502.75
	TEMPORARY STEEL BEAM GUARDRAIL			
0108	3389150000-N	8.000 EA	\$2,131.5000	\$17,052.00
	TEMPORARY GUARDRAIL END UNITS, TYPE ***** (TL-3)			
0109	3503000000-E	1325.000 LF	\$7.1100	\$9,420.75
	WOVEN WIRE FENCE, 47" FABRIC			
0110	3509000000-E	69.000 EA	\$40.6000	\$2,801.40
	4" TIMBER FENCE POSTS, 7'-6" LONG			
0111	3515000000-E	65.000 EA	\$55.8300	\$3,628.95
	5" TIMBER FENCE POSTS, 8'-0" LONG			
0112	3572000000-E	250.000 LF	\$40.6000	\$10,150.00
	CHAIN LINK FENCE RESET			
0113	3628000000-E	1438.000 TON	\$71.5000	\$102,817.00
	RIP RAP, CLASS I			
0114	3649000000-E	1335.000 TON	\$70.0000	\$93,450.00
	RIP RAP, CLASS B			
0115	3656000000-E	6935.000 SY	\$3.5000	\$24,272.50
	GEOTEXTILE FOR DRAINAGE			
0116	4048000000-E	6.000 CY	\$1,000.0000	\$6,000.00
	REINFORCED CONCRETE SIGN FOUNDATIONS			
0117	4054000000-E	1.000 CY	\$12.0000	\$12.00
	PLAIN CONCRETE SIGN FOUNDATIONS			
0118	4060000000-E	7721.000 LB	\$11.5000	\$88,791.50
	SUPPORTS, BREAKAWAY STEEL BEAM			
0119	4072000000-E	1650.000 LF	\$14.0000	\$23,100.00
	SUPPORTS, 3-LB STEEL U-CHANNEL			
0120	4096000000-N	4.000 EA	\$2,000.0000	\$8,000.00
	SIGN ERECTION, TYPE D			
0121	4102000000-N	67.000 EA	\$120.0000	\$8,040.00
	SIGN ERECTION, TYPE E			

0122	4108000000-N	16.000 EA	\$175.0000	\$2,800.00
	SIGN ERECTION, TYPE F			
0123	4110000000-N	8.000 EA	\$1,000.0000	\$8,000.00
	SIGN ERECTION, TYPE *** (GROUND MOUNTED) (A)			
0124	4110000000-N	6.000 EA	\$525.0000	\$3,150.00
	SIGN ERECTION, TYPE *** (GROUND MOUNTED) (B)			
0125	4114000000-N	6.000 EA	\$120.0000	\$720.00
	SIGN ERECTION, MILEMARKERS			
0126	4116100000-N	2.000 EA	\$160.0000	\$320.00
	SIGN ERECTION, RELOCATE TYPE **** (GROUND MOUNTED) (E)			
0127	4155000000-N	75.000 EA	\$10.0000	\$750.00
	DISPOSAL OF SIGN SYSTEM, U-CHANNEL			
0128	4400000000-E	2783.000 SF	\$10.0000	\$27,830.00
	WORK ZONE SIGNS (STATIONARY)			
0129	4405000000-E	884.000 SF	\$17.0000	\$15,028.00
	WORK ZONE SIGNS (PORTABLE)			
0130	4410000000-E	357.000 SF	\$12.0000	\$4,284.00
	WORK ZONE SIGNS (BARRICADE MOUNTED)			
0131	4415000000-N	2.000 EA	\$4,800.0000	\$9,600.00
	FLASHING ARROW BOARD			
0132	4420000000-N	2.000 EA	\$16,000.0000	\$32,000.00
	PORTABLE CHANGEABLE MESSAGE SIGN			
0133	4422000000-N	28.000 DAY	\$500.0000	\$14,000.00
	PORTABLE CHANGEABLE MESSAGE SIGN (SHORT TERM)			
0134	4430000000-N	652.000 EA	\$60.0000	\$39,120.00
	DRUMS			
0135	4435000000-N	110.000 EA	\$45.0000	\$4,950.00
	CONES			
0136	4445000000-E	360.000 LF	\$28.0000	\$10,080.00
	BARRICADES (TYPE III)			
0137	4447000000-E	15.000 LF	\$350.0000	\$5,250.00
	PEDESTRIAN CHANNELIZING DEVICES			
0138	4455000000-N	201.000 DAY	\$420.0000	\$84,420.00
	FLAGGER			
0139	4465000000-N	4.000 EA	\$12,000.0000	\$48,000.00
	TEMPORARY CRASH CUSHIONS			
0140	4480000000-N	2.000 EA	\$20,000.0000	\$40,000.00
	TMA			
0141	4485000000-E	2660.000 LF	\$55.0000	\$146,300.00
	PORTABLE CONCRETE BARRIER			
0142	4510000000-N	120.000 HR	\$65.0000	\$7,800.00
	LAW ENFORCEMENT			
0143	4516000000-N	300.000 EA	\$45.0000	\$13,500.00
	SKINNY DRUM			
0144	4650000000-N	1513.000 EA	\$8.0000	\$12,104.00
	TEMPORARY RAISED PAVEMENT MARKERS			
0145	4685000000-E	77226.000 LF	\$0.9900	\$76,453.74
	THERMOPLASTIC PAVEMENT MARKING LINES (4", 90 MILS)			
0146	4688000000-E	66700.000 LF	\$1.2000	\$80,040.00

THERMOPLASTIC PAVEMENT MARKING LINES (6", 90 MILS)				
0147	4695000000-E	1685.000 LF	\$3.0000	\$5,055.00
THERMOPLASTIC PAVEMENT MARKING LINES (8", 90 MILS)				
0148	4700000000-E	3500.000 LF	\$3.5000	\$12,250.00
THERMOPLASTIC PAVEMENT MARKING LINES (12", 90 MILS)				
0149	4720000000-E	15.000 EA	\$120.0000	\$1,800.00
THERMOPLASTIC PAVEMENT MARKING CHARACTER (90 MILS)				
0150	4725000000-E	120.000 EA	\$200.0000	\$24,000.00
THERMOPLASTIC PAVEMENT MARKING SYMBOL (90 MILS)				
0151	4770000000-E	2350.000 LF	\$4.0000	\$9,400.00
COLD APPLIED PLASTIC PAVEMENT MARKING LINES, TYPE ** (4") (II)				
0152	4810000000-E	522450.000 LF	\$0.3500	\$182,857.50
PAINT PAVEMENT MARKING LINES (4")				
0153	4820000000-E	11798.000 LF	\$1.0000	\$11,798.00
PAINT PAVEMENT MARKING LINES (8")				
0154	4825000000-E	548.000 LF	\$1.0000	\$548.00
PAINT PAVEMENT MARKING LINES (12")				
0155	4835000000-E	1570.000 LF	\$3.0000	\$4,710.00
PAINT PAVEMENT MARKING LINES (24")				
0156	4840000000-N	24.000 EA	\$50.0000	\$1,200.00
PAINT PAVEMENT MARKING CHARACTER				
0157	4845000000-N	96.000 EA	\$50.0000	\$4,800.00
PAINT PAVEMENT MARKING SYMBOL				
0158	4850000000-E	93078.000 LF	\$0.4000	\$37,231.20
REMOVAL OF PAVEMENT MARKING LINES (4")				
0159	4860000000-E	2872.000 LF	\$1.0000	\$2,872.00
REMOVAL OF PAVEMENT MARKING LINES (8")				
0160	4865000000-E	23.000 LF	\$8.0000	\$184.00
REMOVAL OF PAVEMENT MARKING LINES (12")				
0161	4870000000-E	232.000 LF	\$3.0000	\$696.00
REMOVAL OF PAVEMENT MARKING LINES (24")				
0162	4875000000-N	10.000 EA	\$40.0000	\$400.00
REMOVAL OF PAVEMENT MARKING SYMBOLS & CHARACTERS				
0163	4891000000-E	400.000 LF	\$10.0000	\$4,000.00
GENERIC PAVEMENT MARKING ITEM THERMOPLASTIC PAVEMENT MARKING LINES (24", 90 MILS)				
0164	4900000000-N	800.000 EA	\$8.0000	\$6,400.00
PERMANENT RAISED PAVEMENT MARKERS				
0165	5325200000-E	26.000 LF	\$50.7500	\$1,319.50
2" WATER LINE				
0166	5325600000-E	1818.000 LF	\$89.3200	\$162,383.76
6" WATER LINE				
0167	5325800000-E	112.000 LF	\$406.0000	\$45,472.00
8" WATER LINE				
0168	5329000000-E	3870.000 LB	\$15.2300	\$58,940.10
DUCTILE IRON WATER PIPE FITTINGS				
0169	5540000000-E	2.000 EA	\$2,080.7500	\$4,161.50
6" VALVE				
0170	5546000000-E	2.000 EA	\$2,943.5000	\$5,887.00

8" VALVE

0171	5648000000-N	16.000	EA	\$1,319.5000	\$21,112.00
	RELOCATE WATER METER				
0172	5672000000-N	2.000	EA	\$9,135.0000	\$18,270.00
	RELOCATE FIRE HYDRANT				
0173	5709300000-E	28.000	LF	\$456.7500	\$12,789.00
	6" FORCE MAIN SEWER				
0174	5709400000-E	1848.000	LF	\$96.4300	\$178,202.64
	8" FORCE MAIN SEWER				
0175	5769000000-E	2330.000	LB	\$19.7900	\$46,110.70
	DUCTILE IRON SEWER PIPE FITTINGS				
0176	5798000000-E	26.000	LF	\$10.1500	\$263.90
	ABANDON *** UTILITY PIPE (2")				
0177	5800000000-E	2453.000	LF	\$15.2300	\$37,359.19
	ABANDON 6" UTILITY PIPE				
0178	5801000000-E	2444.000	LF	\$20.3000	\$49,613.20
	ABANDON 8" UTILITY PIPE				
0179	5872600000-E	600.000	LF	\$107.5900	\$64,554.00
	DIRECTIONAL DRILLING OF *** (10")				
0180	5872600000-E	600.000	LF	\$99.4700	\$59,682.00
	DIRECTIONAL DRILLING OF *** (8")				
0181	6000000000-E	87650.000	LF	\$3.0000	\$262,950.00
	TEMPORARY SILT FENCE				
0182	6006000000-E	1160.000	TON	\$72.0000	\$83,520.00
	STONE FOR EROSION CONTROL, CLASS A				
0183	6009000000-E	6040.000	TON	\$70.0000	\$422,800.00
	STONE FOR EROSION CONTROL, CLASS B				
0184	6012000000-E	2925.000	TON	\$67.0000	\$195,975.00
	SEDIMENT CONTROL STONE				
0185	6015000000-E	181.500	ACR	\$1,100.0000	\$199,650.00
	TEMPORARY MULCHING				
0186	6018000000-E	8600.000	LB	\$4.0000	\$34,400.00
	SEED FOR TEMPORARY SEEDING				
0187	6021000000-E	44.000	TON	\$2,200.0000	\$96,800.00
	FERTILIZER FOR TEMPORARY SEEDING				
0188	6024000000-E	5375.000	LF	\$15.2000	\$81,700.00
	TEMPORARY SLOPE DRAINS				
0189	6029000000-E	21480.000	LF	\$2.0000	\$42,960.00
	SAFETY FENCE				
0190	6030000000-E	8320.000	CY	\$4.2000	\$34,944.00
	SILT EXCAVATION				
0191	6036000000-E	258075.000	SY	\$1.8000	\$464,535.00
	MATTING FOR EROSION CONTROL				
0192	6037000000-E	100.000	SY	\$7.0000	\$700.00
	COIR FIBER MAT				
0193	6042000000-E	3670.000	LF	\$6.0000	\$22,020.00
	1/4" HARDWARE CLOTH				
0194	6043000000-E	220.000	SY	\$14.0000	\$3,080.00
	LOW PERMEABILITY GEOTEXTILE				

0195	6070000000-N	4.000	EA	\$1,400.0000	\$5,600.00
	SPECIAL STILLING BASINS				
0196	6071012000-E	4020.000	LF	\$8.0000	\$32,160.00
	COIR FIBER WATTLE				
0197	6071020000-E	60.000	LB	\$10.0000	\$600.00
	POLYACRYLAMIDE (PAM)				
0198	6071030000-E	1925.000	LF	\$12.0000	\$23,100.00
	COIR FIBER BAFFLE				
0199	6071050000-E	3.000	EA	\$1,200.0000	\$3,600.00
	**" SKIMMER (1-1/2")				
0200	6084000000-E	141.000	ACR	\$2,758.0000	\$388,878.00
	SEEDING & MULCHING				
0201	6087000000-E	132.000	ACR	\$85.0000	\$11,220.00
	MOWING				
0202	6090000000-E	1850.000	LB	\$8.0000	\$14,800.00
	SEED FOR REPAIR SEEDING				
0203	6093000000-E	5.750	TON	\$2,250.0000	\$12,937.50
	FERTILIZER FOR REPAIR SEEDING				
0204	6096000000-E	3500.000	LB	\$8.0000	\$28,000.00
	SEED FOR SUPPLEMENTAL SEEDING				
0205	6108000000-E	105.000	TON	\$3,100.0000	\$325,500.00
	FERTILIZER TOPDRESSING				
0206	6111000000-E	70.000	LF	\$95.8500	\$6,709.50
	IMPERVIOUS DIKE				
0207	6114500000-N	10.000	MHR	\$75.0000	\$750.00
	SPECIALIZED HAND MOWING				
0208	6117000000-N	100.000	EA	\$275.0000	\$27,500.00
	RESPONSE FOR EROSION CONTROL				
0209	6117500000-N	8.000	EA	\$1,200.0000	\$9,600.00
	CONCRETE WASHOUT STRUCTURE				
0210	6132000000-N	12.000	EA	\$250.0000	\$3,000.00
	GENERIC EROSION CONTROL ITEM FABRIC INSERT INLET PROTECTION DEVICE				
0211	6132000000-N	48.000	EA	\$250.0000	\$12,000.00
	GENERIC EROSION CONTROL ITEM FABRIC INSERT INLET PROTECTION DEVICE CLEANOUT				

Section 0001 Total \$39,691,175.63

Section 0002
CULVERT ITEMS

0212	8126000000-N	1.000	LS	\$27,200.0000	\$27,200.00
	CULVERT EXCAVATION, STA ***** (65+70.00 -Y7-)				
0213	8133000000-E	131.300	TON	\$79.1900	\$10,397.65
	FOUNDATION CONDITIONING MATERIAL, BOX CULVERT				
0214	8196000000-E	180.200	CY	\$958.0100	\$172,633.40
	CLASS A CONCRETE (CULVERT)				
0215	8245000000-E	31536.000	LB	\$2.7900	\$87,985.44
	REINFORCING STEEL (CULVERT)				

Section 0002 Total \$298,216.49

Section 0004

STRUCTURE ITEMS

0216	8056000000-N	1.000 LS	\$45,000.0000	\$45,000.00
	REMOVAL OF EXISTING STRUCTURE AT STATION ***** (40-06.72 -Y2-)			
0217	8091000000-N	1.000 LS	\$23,000.0000	\$23,000.00
	FOUNDATION EXCAVATION FOR BENT ** AT STATION ***** (1, 38+26.89 -Y1-)			
0218	8091000000-N	1.000 LS	\$19,650.0000	\$19,650.00
	FOUNDATION EXCAVATION FOR BENT ** AT STATION ***** (1, 40+06.72 -Y2-)			
0219	8091000000-N	1.000 LS	\$13,400.0000	\$13,400.00
	FOUNDATION EXCAVATION FOR BENT ** AT STATION ***** (2, 40+06.72 -Y2-)			
0220	8112730000-N	5.000 EA	\$1.0000	\$5.00
	PDA TESTING			
0221	8147000000-E	22617.000 SF	\$51.9000	\$1,173,822.30
	REINFORCED CONCRETE DECK SLAB			
0222	8161000000-E	21029.000 SF	\$1.2700	\$26,706.83
	GROOVING BRIDGE FLOORS			
0223	8182000000-E	385.100 CY	\$1,054.5500	\$406,107.21
	CLASS A CONCRETE (BRIDGE)			
0224	8210000000-N	1.000 LS	\$44.2000	\$44.20
	BRIDGE APPROACH SLABS, STATION ***** (38+26.89 -Y1-)			
0225	8210000000-N	1.000 LS	\$41,875.0000	\$41,875.00
	BRIDGE APPROACH SLABS, STATION ***** (40+06.72 -Y2-)			
0226	8217000000-E	68255.000 LB	\$1.8400	\$125,589.20
	REINFORCING STEEL (BRIDGE)			
0227	8238000000-E	7380.000 LB	\$4.2200	\$31,143.60
	SPIRAL COLUMN REINFORCING STEEL (BRIDGE)			
0228	8277000000-E	2257.660 LF	\$467.9000	\$1,056,359.11
	MODIFIED 72" PRESTRESSED CONC GIRDERS			
0229	8328200000-E	93.000 EA	\$2,489.3800	\$231,512.34
	PILE DRIVING EQUIPMENT SETUP FOR *** STEEL PILES (HP 14 X 73)			
0230	8384000000-E	7179.000 LF	\$77.8400	\$558,813.36
	HP 14 X 73 STEEL PILES			
0231	8391000000-N	58.000 EA	\$1.0000	\$58.00
	STEEL PILE POINTS			
0232	8393000000-N	53.000 EA	\$1.0000	\$53.00
	PILE REDRIVES			
0233	8503000000-E	1134.500 LF	\$155.0100	\$175,858.85
	CONCRETE BARRIER RAIL			
0234	8531000000-E	1263.000 SY	\$127.6700	\$161,247.21
	4" SLOPE PROTECTION			
0235	8657000000-N	1.000 LS	\$19,075.0000	\$19,075.00
	ELASTOMERIC BEARINGS			

Section 0004 Total \$4,109,320.21

Item Total \$44,098,712.33

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

It is agreed that if I am (we are) the low Bidder(s) on indicated projects, the total value of which is more than the above stipulated award limits, the Board of Transportation will award me (us) projects from among those indicated

that have a total value not to exceed the award limit and will result in the lowest total bids to the Department of Transportation.

DBE List Summary

Project: STATE FUNDED

Bidder ID: 3330

Bid Total: 44,098,712.33

Business Name: BMCO Construction, Inc.

Goal: 6.00% (2,645,922.74)

Total Entered: 14.11% (6,223,590.16)

ID	Name	Is Supplier?	Item Count	Amount	Is Complete?
3230	HIATT & MASON ENTERPRISES INC	False	1	56,090.16	True
3330	BMCO CONSTRUCTION, INC.	False	1	6,051,500.00	True
15313	MORGAN TRUCKING & GENERAL CONSTRUCTION INC	False	4	116,000.00	True

Name: HIATT & MASON ENTERPRISES INC ID: 3230

Address: POST OFFICE BOX 1378 , MOUNT AIRY, NC 27030

Used As: SubContractor DBE Items Total:\$56,090.16

Items for HIATT & MASON ENTERPRISES INC

0004				
STRUCTURE ITEMS				
0221	8147000000-E	22617.000 SF	\$2.4800	\$56,090.16
	REINFORCED CONCRETE DECK SLAB			
Note: Install Metal Decking				
Section 0004 Total				\$56,090.16
<hr/>				
Item Total				\$56,090.16

Name: BMCO CONSTRUCTION, INC. ID: 3330

Address: POST OFFICE BOX 1361 , LUMBERTON, NC 28359

Used As: SubContractor DBE Items Total:\$6,051,500.00

Items for BMCO CONSTRUCTION, INC.

0001				
ROADWAY ITEMS				
0009	0106000000-E	637000.000 CY	\$9.5000	\$6,051,500.00
	BORROW EXCAVATION			
Note: Furnish and Haul Borrow				
Section 0001 Total				\$6,051,500.00
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Item Total				\$6,051,500.00

Name: MORGAN TRUCKING & GENERAL CONSTRUCTION INC ID: 15313

Address: P.O. BOX 91 , SHALLOTTE, NC 28459

Used As: SubContractor DBE Items Total:\$116,000.00

Items for MORGAN TRUCKING & GENERAL CONSTRUCTION INC

0001	ROADWAY ITEMS			
0061	1491000000-E	4000 TON	\$10.0000	\$40,000.00
	ASPHALT CONC BASE COURSE, TYPE B25.0C			
Note: Freight				
0062	1503000000-E	3500 TON	\$10.0000	\$35,000.00
	ASPHALT CONC INTERMEDIATE COURSE, TYPE I19.0C			
Note: Freight				
0063	1519000000-E	1500 TON	\$10.0000	\$15,000.00
	ASPHALT CONC SURFACE COURSE, TYPE S9.5B			
Note: Freight				
0064	1523000000-E	2600 TON	\$10.0000	\$26,000.00
	ASPHALT CONC SURFACE COURSE, TYPE S9.5C			
Note: Freight				
Section 0001 Total				\$116,000.00
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Item Total				\$116,000.00
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THIS PROPOSAL CONTAINS THE FOLLOWING ERRORS/WARNINGS (IF ANY)

This Bid contains 0 amendment files

Electronic Bid Submission

By submitting this bid electronically, I hereby acknowledge that all requirements included in the hard copy proposal, addendum, amendments, plans, standard specifications, supplemental specifications and special provisions are part of the bid and contract. Further, I acknowledge that I have read, understand, accept, acknowledge and agree to comply with all statements in this electronic bid.

I hereby certify that I have the authority to submit this bid.

Signature _____

Agency _____

Date _____

Signature _____

Agency _____

Date _____

Signature _____

Agency _____

Date _____

Attachments

Failure to complete and attach the Fuel Usage Factor Adjustment Form will result in using 2.90 gallons per ton as the Fuel Usage Factor for Diesel for the asphalt items included on the form. The contractor will not be permitted to change the option after the bids are submitted.

NOTE: The maximum upload limit is 5 MB.

Verify

Line #	ItemNumber	Sec #	Description	Quantity Unit	Unit Bid Price	Amount Bid
ROADWAY ITEMS						
0001	0000100000-N	800	MOBILIZATION	LUMP SUM	2,099,224.40	2,099,224.40
0002	0000400000-N	801	CONSTRUCTION SURVEYING	LUMP SUM	600,000.00	600,000.00
0003	0001000000-E	200	CLEARING & GRUBBING .. ACRE(S)	LUMP SUM LS	1,600,000.00	1,600,000.00
0004	0008000000-E	200	SUPPLEMENTARY CLEARING & GRUBBING	3 ACR	10,000.00	30,000.00
0005	0022000000-E	225	UNCLASSIFIED EXCAVATION	84,000 CY	10.25	861,000.00
0006	0028000000-N	SP	TYPE I STANDARD APPROACH FILL STATION ***** (38+26.89 -Y1-)	LUMP SUM	75,200.00	75,200.00
0007	0028000000-N	SP	TYPE I STANDARD APPROACH FILL STATION ***** (40+06.72 -Y2-)	LUMP SUM	75,200.00	75,200.00
0008	0036000000-E	225	UNDERCUT EXCAVATION	15,000 CY	9.50	142,500.00
0009	0106000000-E	230	BORROW EXCAVATION	637,000 CY	12.25	7,803,250.00
0010	0134000000-E	240	DRAINAGE DITCH EXCAVATION	27,396 CY	6.75	184,923.00
0011	0156000000-E	250	REMOVAL OF EXISTING ASPHALT PAVEMENT	65,675 SY	9.50	623,912.50
0012	0177000000-E	250	BREAKING OF EXISTING ASPHALT PAVEMENT	9,340 SY	4.50	42,030.00
0013	0192000000-N	260	PROOF ROLLING	35 HR	300.00	10,500.00
0014	0195000000-E	265	SELECT GRANULAR MATERIAL	26,520 CY	11.20	297,024.00
0015	0196000000-E	270	GEOTEXTILE FOR SOIL STABILIZATION	87,755 SY	2.80	245,714.00
0016	0255000000-E	SP	GENERIC GRADING ITEM HAULING AND DISPOSAL OF PETROLEUM CONTAMINATED SOIL	50 TON	250.00	12,500.00
0017	0318000000-E	300	FOUNDATION CONDITIONING MATERIAL, MINOR STRUCTURES	1,240 TON	65.00	80,600.00
0018	0320000000-E	300	FOUNDATION CONDITIONING GEOTEXTILE	3,880 SY	3.55	13,774.00
0019	0342000000-E	310	*** SIDE DRAIN PIPE (30")	36 LF	137.03	4,933.08
0020	0342000000-E	310	*** SIDE DRAIN PIPE (60")	92 LF	517.65	47,623.80
0021	0342000000-E	310	*** SIDE DRAIN PIPE (72")	104 LF	659.75	68,614.00

Line #	ItemNumber	Sec #	Description	Quantity Unit	Unit Bid Price	Amount Bid
0022	0343000000-E	310	15" SIDE DRAIN PIPE	776 LF	50.75	39,382.00
0023	0344000000-E	310	18" SIDE DRAIN PIPE	1,092 LF	62.93	68,719.56
0024	0345000000-E	310	24" SIDE DRAIN PIPE	700 LF	81.20	56,840.00
0025	0348000000-E	310	*** SIDE DRAIN PIPE ELBOWS (15")	12 EA	431.38	5,176.56
0026	0354000000-E	310	**** RC PIPE CULVERTS, CLASS ***** (15", V)	492 LF	71.05	34,956.60
0027	0354000000-E	310	**** RC PIPE CULVERTS, CLASS ***** (18", V)	348 LF	84.25	29,319.00
0028	0354000000-E	310	**** RC PIPE CULVERTS, CLASS ***** (30", V)	20 LF	163.42	3,268.40
0029	0354000000-E	310	**** RC PIPE CULVERTS, CLASS ***** (36", V)	488 LF	218.23	106,496.24
0030	0354000000-E	310	**** RC PIPE CULVERTS, CLASS ***** (54", V)	416 LF	451.68	187,898.88
0031	0354000000-E	310	**** RC PIPE CULVERTS, CLASS ***** (60", V)	340 LF	548.10	186,354.00
0032	0366000000-E	310	15" RC PIPE CULVERTS, CLASS III	76 LF	61.92	4,705.92
0033	0372000000-E	310	18" RC PIPE CULVERTS, CLASS III	16 LF	75.11	1,201.76
0034	0378000000-E	310	24" RC PIPE CULVERTS, CLASS III	204 LF	104.55	21,328.20
0035	0384000000-E	310	30" RC PIPE CULVERTS, CLASS III	208 LF	138.04	28,712.32
0036	0390000000-E	310	36" RC PIPE CULVERTS, CLASS III	472 LF	175.60	82,883.20
0037	0396000000-E	310	42" RC PIPE CULVERTS, CLASS III	144 LF	239.54	34,493.76
0038	0402000000-E	310	48" RC PIPE CULVERTS, CLASS III	156 LF	285.22	44,494.32
0039	0448000000-E	310	***** RC PIPE CULVERTS, CLASS IV (60")	120 LF	522.73	62,727.60
0040	0448200000-E	310	15" RC PIPE CULVERTS, CLASS IV	2,204 LF	66.99	147,645.96
0041	0448300000-E	310	18" RC PIPE CULVERTS, CLASS IV	284 LF	81.20	23,060.80
0042	0448400000-E	310	24" RC PIPE CULVERTS, CLASS IV	1,180 LF	121.80	143,724.00
0043	0448500000-E	310	30" RC PIPE CULVERTS, CLASS IV	400 LF	153.27	61,308.00
0044	0448600000-E	310	36" RC PIPE CULVERTS, CLASS IV	152 LF	197.93	30,085.36

Line #	ItemNumber	Sec #	Description	Quantity Unit	Unit Bid Price	Amount Bid
0045	0448700000-E	310	42" RC PIPE CULVERTS, CLASS IV	320 LF	271.01	86,723.20
0046	0973100000-E	330	*** WELDED STEEL PIPE, ***** THICK, GRADE B IN SOIL (15", 0.250")	276 LF	385.70	106,453.20
0047	0973100000-E	330	*** WELDED STEEL PIPE, ***** THICK, GRADE B IN SOIL (18", 0.250")	124 LF	431.38	53,491.12
0048	0973300000-E	330	*** WELDED STEEL PIPE, ***** THICK, GRADE B NOT IN SOIL (15", 0.250")	276 LF	1.02	281.52
0049	0973300000-E	330	*** WELDED STEEL PIPE, ***** THICK, GRADE B NOT IN SOIL (18", 0.250")	124 LF	1.02	126.48
0050	0995000000-E	340	PIPE REMOVAL	2,873 LF	30.45	87,482.85
0051	1000000000-E	462	6" SLOPE PROTECTION	280 SY	130.00	36,400.00
0052	1011000000-N	500	FINE GRADING	LUMP SUM	820.00	820.00
0053	1099500000-E	505	SHALLOW UNDERCUT	16,215 CY	10.25	166,203.75
0054	1099700000-E	505	CLASS IV SUBGRADE STABILIZATION	40,975 TON	38.00	1,557,050.00
0055	1111000000-E	SP	CLASS IV AGGREGATE STABILIZATION	500 TON	45.00	22,500.00
0056	1121000000-E	520	AGGREGATE BASE COURSE	27,400 TON	39.00	1,068,600.00
0057	1220000000-E	545	INCIDENTAL STONE BASE	2,500 TON	45.00	112,500.00
0058	1275000000-E	600	PRIME COAT	25,588 GAL	5.04	128,963.52
0059	1297000000-E	607	MILLING ASPHALT PAVEMENT, ***** DEPTH (1-1/2")	2,130 SY	8.90	18,957.00
0060	1330000000-E	607	INCIDENTAL MILLING	1,000 SY	19.00	19,000.00
0061	1491000000-E	610	ASPHALT CONC BASE COURSE, TYPE B25.0C	32,360 TON	88.26	2,856,093.60
0062	1503000000-E	610	ASPHALT CONC INTERMEDIATE COURSE, TYPE I19.0C	29,970 TON	89.16	2,672,125.20
0063	1519000000-E	610	ASPHALT CONC SURFACE COURSE, TYPE S9.5B	15,040 TON	83.07	1,249,372.80
0064	1523000000-E	610	ASPHALT CONC SURFACE COURSE, TYPE S9.5C	26,385 TON	86.79	2,289,954.15

Line #	ItemNumber	Sec #	Description	Quantity Unit	Unit Bid Price	Amount Bid
0065	1575000000-E	620	ASPHALT BINDER FOR PLANT MIX	5,485 TON	764.70	4,194,379.50
0066	1693000000-E	654	ASPHALT PLANT MIX, PAVEMENT REPAIR	312 TON	328.00	102,336.00
0067	1840000000-E	665	MILLED RUMBLE STRIPS (ASPHALT CONCRETE)	49,900 LF	5.00	249,500.00
0068	1891000000-E	SP	GENERIC PAVING ITEM 12" JOINTED CONCRETE WITH WIRE MESH	1,070 SY	170.00	181,900.00
0069	2022000000-E	815	SUBDRAIN EXCAVATION	336 CY	40.00	13,440.00
0070	2026000000-E	815	GEOTEXTILE FOR SUBSURFACE DRAINS	1,000 SY	17.00	17,000.00
0071	2036000000-E	815	SUBDRAIN COARSE AGGREGATE	168 CY	85.00	14,280.00
0072	2044000000-E	815	6" PERFORATED SUBDRAIN PIPE	1,000 LF	45.00	45,000.00
0073	2070000000-N	815	SUBDRAIN PIPE OUTLET	2 EA	750.00	1,500.00
0074	2077000000-E	815	6" OUTLET PIPE	12 LF	90.00	1,080.00
0075	2190000000-N	828	TEMPORARY STEEL PLATE COVERS FOR MASONRY DRAINAGE STRUCTURE	3 EA	1,268.75	3,806.25
0076	2209000000-E	838	ENDWALLS	21.8 CY	1,218.00	26,552.40
0077	2220000000-E	838	REINFORCED ENDWALLS	17.7 CY	1,370.25	24,253.43
0078	2253000000-E	840	PIPE COLLARS	3.81 CY	1,522.50	5,806.82
0079	2264000000-E	840	PIPE PLUGS	0.05 CY	3,552.50	159.86
0080	2286000000-N	840	MASONRY DRAINAGE STRUCTURES	62 EA	2,385.25	147,885.50
0081	2308000000-E	840	MASONRY DRAINAGE STRUCTURES	13.1 LF	456.75	5,983.43
0082	2364000000-N	840	FRAME WITH TWO GRATES, STD 840.16	6 EA	964.25	5,785.50
0083	2364200000-N	840	FRAME WITH TWO GRATES, STD 840.20	16 EA	862.75	13,804.00
0084	2365000000-N	840	FRAME WITH TWO GRATES, STD 840.22	7 EA	2,385.25	16,696.75
0085	2366000000-N	840	FRAME WITH TWO GRATES, STD 840.24	3 EA	2,385.25	7,155.75

Line #	ItemNumber	Sec #	Description	Quantity Unit	Unit Bid Price	Amount Bid
0086	2374000000-N	840	FRAME WITH GRATE & HOOD, STD 840.03, TYPE ** (E)	11 EA	1,065.75	11,723.25
0087	2374000000-N	840	FRAME WITH GRATE & HOOD, STD 840.03, TYPE ** (F)	7 EA	1,065.75	7,460.25
0088	2374000000-N	840	FRAME WITH GRATE & HOOD, STD 840.03, TYPE ** (G)	8 EA	1,065.75	8,526.00
0089	2396000000-N	840	FRAME WITH COVER, STD 840.54	5 EA	710.50	3,552.50
0090	2535000000-E	846	*** X *** CONCRETE CURB (9" X 18")	655 LF	55.00	36,025.00
0091	2549000000-E	846	2'-6" CONCRETE CURB & GUTTER	2,020 LF	56.00	113,120.00
0092	2556000000-E	846	SHOULDER BERM GUTTER	2,230 LF	40.00	89,200.00
0093	2591000000-E	848	4" CONCRETE SIDEWALK	330 SY	110.00	36,300.00
0094	2605000000-N	848	CONCRETE CURB RAMPS	11 EA	2,900.00	31,900.00
0095	2612000000-E	848	6" CONCRETE DRIVEWAY	465 SY	120.00	55,800.00
0096	2655000000-E	852	5" MONOLITHIC CONCRETE ISLANDS (KEYED IN)	665 SY	118.00	78,470.00
0097	2752000000-E	SP	GENERIC PAVING ITEM 2'-0" ROLLED CONCRETE CURB & GUTTER	970 LF	55.00	53,350.00
0098	2815000000-N	858	ADJUSTMENT OF DROP INLETS	5 EA	1,015.00	5,075.00
0099	2845000000-N	858	ADJUSTMENT OF METER BOXES OR VALVE BOXES	26 EA	1,000.00	26,000.00
0100	2905000000-N	859	CONVERT EXISTING DROP INLET TO JUNCTION BOX	2 EA	1,268.75	2,537.50
0101	3030000000-E	862	STEEL BEAM GUARDRAIL	3,250 LF	28.42	92,365.00
0102	3045000000-E	862	STEEL BEAM GUARDRAIL, SHOP CURVED	75 LF	29.94	2,245.50
0103	3150000000-N	862	ADDITIONAL GUARDRAIL POSTS	10 EA	55.83	558.30
0104	3210000000-N	862	GUARDRAIL END UNITS, TYPE CAT-1	5 EA	964.25	4,821.25
0105	3287000000-N	SP	GUARDRAIL END UNITS, TYPE TL-3	15 EA	3,552.50	53,287.50
0106	3317000000-N	SP	GUARDRAIL ANCHOR UNITS, TYPE B-77	8 EA	2,537.50	20,300.00

Line #	ItemNumber	Sec #	Description	Quantity Unit	Unit Bid Price	Amount Bid
0107	3380000000-E	862	TEMPORARY STEEL BEAM GUARDRAIL	1,225 LF	9.39	11,502.75
0108	3389150000-N	SP	TEMPORARY GUARDRAIL END UNITS, TYPE ***** (TL-3)	8 EA	2,131.50	17,052.00
0109	3503000000-E	866	WOVEN WIRE FENCE, 47" FABRIC	1,325 LF	7.11	9,420.75
0110	3509000000-E	866	4" TIMBER FENCE POSTS, 7'-6" LONG	69 EA	40.60	2,801.40
0111	3515000000-E	866	5" TIMBER FENCE POSTS, 8'-0" LONG	65 EA	55.83	3,628.95
0112	3572000000-E	867	CHAIN LINK FENCE RESET	250 LF	40.60	10,150.00
0113	3628000000-E	876	RIP RAP, CLASS I	1,438 TON	71.50	102,817.00
0114	3649000000-E	876	RIP RAP, CLASS B	1,335 TON	70.00	93,450.00
0115	3656000000-E	876	GEOTEXTILE FOR DRAINAGE	6,935 SY	3.50	24,272.50
0116	4048000000-E	902	REINFORCED CONCRETE SIGN FOUNDATIONS	6 CY	1,000.00	6,000.00
0117	4054000000-E	902	PLAIN CONCRETE SIGN FOUNDATIONS	1 CY	12.00	12.00
0118	4060000000-E	903	SUPPORTS, BREAKAWAY STEEL BEAM	7,721 LB	11.50	88,791.50
0119	4072000000-E	903	SUPPORTS, 3-LB STEEL U-CHANNEL	1,650 LF	14.00	23,100.00
0120	4096000000-N	904	SIGN ERECTION, TYPE D	4 EA	2,000.00	8,000.00
0121	4102000000-N	904	SIGN ERECTION, TYPE E	67 EA	120.00	8,040.00
0122	4108000000-N	904	SIGN ERECTION, TYPE F	16 EA	175.00	2,800.00
0123	4110000000-N	904	SIGN ERECTION, TYPE *** (GROUND MOUNTED) (A)	8 EA	1,000.00	8,000.00
0124	4110000000-N	904	SIGN ERECTION, TYPE *** (GROUND MOUNTED) (B)	6 EA	525.00	3,150.00
0125	4114000000-N	904	SIGN ERECTION, MILEMARKERS	6 EA	120.00	720.00
0126	4116100000-N	904	SIGN ERECTION, RELOCATE TYPE ***** (GROUND MOUNTED) (E)	2 EA	160.00	320.00
0127	4155000000-N	907	DISPOSAL OF SIGN SYSTEM, U-CHANNEL	75 EA	10.00	750.00

Line #	ItemNumber	Sec #	Description	Quantity Unit	Unit Bid Price	Amount Bid
0128	4400000000-E	1110	WORK ZONE SIGNS (STATIONARY)	2,783 SF	10.00	27,830.00
0129	4405000000-E	1110	WORK ZONE SIGNS (PORTABLE)	884 SF	17.00	15,028.00
0130	4410000000-E	1110	WORK ZONE SIGNS (BARRICADE MOUNTED)	357 SF	12.00	4,284.00
0131	4415000000-N	1115	FLASHING ARROW BOARD	2 EA	4,800.00	9,600.00
0132	4420000000-N	1120	PORTABLE CHANGEABLE MESSAGE SIGN	2 EA	16,000.00	32,000.00
0133	4422000000-N	1120	PORTABLE CHANGEABLE MESSAGE SIGN (SHORT TERM)	28 DAY	500.00	14,000.00
0134	4430000000-N	1130	DRUMS	652 EA	60.00	39,120.00
0135	4435000000-N	1135	CONES	110 EA	45.00	4,950.00
0136	4445000000-E	1145	BARRICADES (TYPE III)	360 LF	28.00	10,080.00
0137	4447000000-E	SP	PEDESTRIAN CHANNELIZING DEVICES	15 LF	350.00	5,250.00
0138	4455000000-N	1150	FLAGGER	201 DAY	420.00	84,420.00
0139	4465000000-N	1160	TEMPORARY CRASH CUSHIONS	4 EA	12,000.00	48,000.00
0140	4480000000-N	1165	TMA	2 EA	20,000.00	40,000.00
0141	4485000000-E	1170	PORTABLE CONCRETE BARRIER	2,660 LF	55.00	146,300.00
0142	4510000000-N	1190	LAW ENFORCEMENT	120 HR	65.00	7,800.00
0143	4516000000-N	1180	SKINNY DRUM	300 EA	45.00	13,500.00
0144	4650000000-N	1251	TEMPORARY RAISED PAVEMENT MARKERS	1,513 EA	8.00	12,104.00
0145	4685000000-E	1205	THERMOPLASTIC PAVEMENT MARKING LINES (4", 90 MILS)	77,226 LF	0.99	76,453.74
0146	4688000000-E	1205	THERMOPLASTIC PAVEMENT MARKING LINES (6", 90 MILS)	66,700 LF	1.20	80,040.00
0147	4695000000-E	1205	THERMOPLASTIC PAVEMENT MARKING LINES (8", 90 MILS)	1,685 LF	3.00	5,055.00
0148	4700000000-E	1205	THERMOPLASTIC PAVEMENT MARKING LINES (12", 90 MILS)	3,500 LF	3.50	12,250.00
0149	4720000000-E	1205	THERMOPLASTIC PAVEMENT MARKING CHARACTER (90 MILS)	15 EA	120.00	1,800.00
0150	4725000000-E	1205	THERMOPLASTIC PAVEMENT MARKING SYMBOL (90 MILS)	120 EA	200.00	24,000.00

Line #	ItemNumber	Sec #	Description	Quantity Unit	Unit Bid Price	Amount Bid
0151	4770000000-E	1205	COLD APPLIED PLASTIC PAVEMENT MARKING LINES, TYPE ** (4") (II)	2,350 LF	4.00	9,400.00
0152	4810000000-E	1205	PAINT PAVEMENT MARKING LINES (4")	522,450 LF	0.35	182,857.50
0153	4820000000-E	1205	PAINT PAVEMENT MARKING LINES (8")	11,798 LF	1.00	11,798.00
0154	4825000000-E	1205	PAINT PAVEMENT MARKING LINES (12")	548 LF	1.00	548.00
0155	4835000000-E	1205	PAINT PAVEMENT MARKING LINES (24")	1,570 LF	3.00	4,710.00
0156	4840000000-N	1205	PAINT PAVEMENT MARKING CHARACTER	24 EA	50.00	1,200.00
0157	4845000000-N	1205	PAINT PAVEMENT MARKING SYMBOL	96 EA	50.00	4,800.00
0158	4850000000-E	1205	REMOVAL OF PAVEMENT MARKING LINES (4")	93,078 LF	0.40	37,231.20
0159	4860000000-E	1205	REMOVAL OF PAVEMENT MARKING LINES (8")	2,872 LF	1.00	2,872.00
0160	4865000000-E	1205	REMOVAL OF PAVEMENT MARKING LINES (12")	23 LF	8.00	184.00
0161	4870000000-E	1205	REMOVAL OF PAVEMENT MARKING LINES (24")	232 LF	3.00	696.00
0162	4875000000-N	1205	REMOVAL OF PAVEMENT MARKING SYMBOLS & CHARACTERS	10 EA	40.00	400.00
0163	4891000000-E	1205	GENERIC PAVEMENT MARKING ITEM THERMOPLASTIC PAVEMENT MARKING LINES (24", 90 MILS)	400 LF	10.00	4,000.00
0164	4900000000-N	1251	PERMANENT RAISED PAVEMENT MARKERS	800 EA	8.00	6,400.00
0165	5325200000-E	1510	2" WATER LINE	26 LF	50.75	1,319.50
0166	5325600000-E	1510	6" WATER LINE	1,818 LF	89.32	162,383.76
0167	5325800000-E	1510	8" WATER LINE	112 LF	406.00	45,472.00
0168	5329000000-E	1510	DUCTILE IRON WATER PIPE FITTINGS	3,870 LB	15.23	58,940.10
0169	5540000000-E	1515	6" VALVE	2 EA	2,080.75	4,161.50
0170	5546000000-E	1515	8" VALVE	2 EA	2,943.50	5,887.00
0171	5648000000-N	1515	RELOCATE WATER METER	16 EA	1,319.50	21,112.00
0172	5672000000-N	1515	RELOCATE FIRE HYDRANT	2 EA	9,135.00	18,270.00

Line #	ItemNumber	Sec #	Description	Quantity Unit	Unit Bid Price	Amount Bid
0173	5709300000-E	1520	6" FORCE MAIN SEWER	28 LF	456.75	12,789.00
0174	5709400000-E	1520	8" FORCE MAIN SEWER	1,848 LF	96.43	178,202.64
0175	5769000000-E	1520	DUCTILE IRON SEWER PIPE FITTINGS	2,330 LB	19.79	46,110.70
0176	5798000000-E	1530	ABANDON **** UTILITY PIPE (2")	26 LF	10.15	263.90
0177	5800000000-E	1530	ABANDON 6" UTILITY PIPE	2,453 LF	15.23	37,359.19
0178	5801000000-E	1530	ABANDON 8" UTILITY PIPE	2,444 LF	20.30	49,613.20
0179	5872600000-E	1550	DIRECTIONAL DRILLING OF *** (10")	600 LF	107.59	64,554.00
0180	5872600000-E	1550	DIRECTIONAL DRILLING OF *** (8")	600 LF	99.47	59,682.00
0181	6000000000-E	1605	TEMPORARY SILT FENCE	87,650 LF	3.00	262,950.00
0182	6006000000-E	1610	STONE FOR EROSION CONTROL, CLASS A	1,160 TON	72.00	83,520.00
0183	6009000000-E	1610	STONE FOR EROSION CONTROL, CLASS B	6,040 TON	70.00	422,800.00
0184	6012000000-E	1610	SEDIMENT CONTROL STONE	2,925 TON	67.00	195,975.00
0185	6015000000-E	1615	TEMPORARY MULCHING	181.5 ACR	1,100.00	199,650.00
0186	6018000000-E	1620	SEED FOR TEMPORARY SEEDING	8,600 LB	4.00	34,400.00
0187	6021000000-E	1620	FERTILIZER FOR TEMPORARY SEEDING	44 TON	2,200.00	96,800.00
0188	6024000000-E	1622	TEMPORARY SLOPE DRAINS	5,375 LF	15.20	81,700.00
0189	6029000000-E	SP	SAFETY FENCE	21,480 LF	2.00	42,960.00
0190	6030000000-E	1630	SILT EXCAVATION	8,320 CY	4.20	34,944.00
0191	6036000000-E	1631	MATTING FOR EROSION CONTROL	258,075 SY	1.80	464,535.00
0192	6037000000-E	SP	COIR FIBER MAT	100 SY	7.00	700.00
0193	6042000000-E	1632	1/4" HARDWARE CLOTH	3,670 LF	6.00	22,020.00
0194	6043000000-E	SP	LOW PERMEABILITY GEOTEXTILE	220 SY	14.00	3,080.00
0195	6070000000-N	1639	SPECIAL STILLING BASINS	4 EA	1,400.00	5,600.00

Line #	ItemNumber	Sec #	Description	Quantity Unit	Unit Bid Price	Amount Bid
0196	6071012000-E	SP	COIR FIBER WATTLE	4,020 LF	8.00	32,160.00
0197	6071020000-E	SP	POLYACRYLAMIDE (PAM)	60 LB	10.00	600.00
0198	6071030000-E	1640	COIR FIBER BAFFLE	1,925 LF	12.00	23,100.00
0199	6071050000-E	SP	*** SKIMMER (1-1/2")	3 EA	1,200.00	3,600.00
0200	6084000000-E	1660	SEEDING & MULCHING	141 ACR	2,758.00	388,878.00
0201	6087000000-E	1660	MOWING	132 ACR	85.00	11,220.00
0202	6090000000-E	1661	SEED FOR REPAIR SEEDING	1,850 LB	8.00	14,800.00
0203	6093000000-E	1661	FERTILIZER FOR REPAIR SEEDING	5.75 TON	2,250.00	12,937.50
0204	6096000000-E	1662	SEED FOR SUPPLEMENTAL SEEDING	3,500 LB	8.00	28,000.00
0205	6108000000-E	1665	FERTILIZER TOPDRESSING	105 TON	3,100.00	325,500.00
0206	6111000000-E	SP	IMPERVIOUS DIKE	70 LF	95.85	6,709.50
0207	6114500000-N	1667	SPECIALIZED HAND MOWING	10 MHR	75.00	750.00
0208	6117000000-N	SP	RESPONSE FOR EROSION CONTROL	100 EA	275.00	27,500.00
0209	6117500000-N	SP	CONCRETE WASHOUT STRUCTURE	8 EA	1,200.00	9,600.00
0210	6132000000-N	SP	GENERIC EROSION CONTROL ITEM FABRIC INSERT INLET PROTECTION DEVICE	12 EA	250.00	3,000.00
0211	6132000000-N	SP	GENERIC EROSION CONTROL ITEM FABRIC INSERT INLET PROTECTION DEVICE CLEANOUT	48 EA	250.00	12,000.00

Contract Item Sheets For C204722

Line #	ItemNumber	Sec #	Description	Quantity Unit	Unit Bid Price	Amount Bid
CULVERT ITEMS						
0212	8126000000-N	414	CULVERT EXCAVATION, STA ***** (65+70.00 -Y7-)	LUMP SUM	27,200.00	27,200.00
0213	8133000000-E	414	FOUNDATION CONDITIONING MATERIAL, BOX CULVERT	131.3 TON	79.19	10,397.65
0214	8196000000-E	420	CLASS A CONCRETE (CULVERT)	180.2 CY	958.01	172,633.40
0215	8245000000-E	425	REINFORCING STEEL (CULVERT)	31,536 LB	2.79	87,985.44

Line #	ItemNumber	Sec #	Description	Quantity Unit	Unit Bid Price	Amount Bid
STRUCTURE ITEMS						
0216	8056000000-N	402	REMOVAL OF EXISTING STRUCTURE AT STATION ***** (40+06.72 -Y2-)	LUMP SUM	45,000.00	45,000.00
0217	8091000000-N	410	FOUNDATION EXCAVATION FOR BENT ** AT STATION ***** (1, 38+26.89 -Y1-)	LUMP SUM	23,000.00	23,000.00
0218	8091000000-N	410	FOUNDATION EXCAVATION FOR BENT ** AT STATION ***** (1, 40+06.72 -Y2-)	LUMP SUM	19,650.00	19,650.00
0219	8091000000-N	410	FOUNDATION EXCAVATION FOR BENT ** AT STATION ***** (2, 40+06.72 -Y2-)	LUMP SUM	13,400.00	13,400.00
0220	8112730000-N	450	PDA TESTING	5 EA	1.00	5.00
0221	8147000000-E	420	REINFORCED CONCRETE DECK SLAB	22,617 SF	51.90	1,173,822.30
0222	8161000000-E	420	GROOVING BRIDGE FLOORS	21,029 SF	1.27	26,706.83
0223	8182000000-E	420	CLASS A CONCRETE (BRIDGE)	385.1 CY	1,054.55	406,107.21
0224	8210000000-N	422	BRIDGE APPROACH SLABS, STATION ***** (38+26.89 -Y1-)	LUMP SUM	44.20	44.20
0225	8210000000-N	422	BRIDGE APPROACH SLABS, STATION ***** (40+06.72 -Y2-)	LUMP SUM	41,875.00	41,875.00
0226	8217000000-E	425	REINFORCING STEEL (BRIDGE)	68,255 LB	1.84	125,589.20
0227	8238000000-E	425	SPIRAL COLUMN REINFORCING STEEL (BRIDGE)	7,380 LB	4.22	31,143.60
0228	8277000000-E	430	MODIFIED 72" PRESTRESSED CONC GIRDERS	2,257.66 LF	467.90	1,056,359.11
0229	8328200000-E	450	PILE DRIVING EQUIPMENT SETUP FOR *** STEEL PILES (HP 14 X 73)	93 EA	2,489.38	231,512.34
0230	8384000000-E	450	HP 14 X 73 STEEL PILES	7,179 LF	77.84	558,813.36
0231	8391000000-N	450	STEEL PILE POINTS	58 EA	1.00	58.00
0232	8393000000-N	450	PILE REDRIVES	53 EA	1.00	53.00
0233	8503000000-E	460	CONCRETE BARRIER RAIL	1,134.5 LF	155.01	175,858.85
0234	8531000000-E	462	4" SLOPE PROTECTION	1,263 SY	127.67	161,247.21

Contract Item Sheets For C204722

Line #	ItemNumber	Sec #	Description	Quantity Unit	Unit Bid Price	Amount Bid
0235	8657000000-N	430	ELASTOMERIC BEARINGS	LUMP SUM	19,075.00	19,075.00

TOTAL AMOUNT OF BID FOR ENTIRE PROJECT \$44,098,712.33

1524/Jul05/Q2676257.469/D866235192000/E235

C204722

Contract No. _____

Rev. 1-16-18

County Columbus

**EXECUTION OF CONTRACT
NON-COLLUSION, DEBARMENT AND GIFT BAN CERTIFICATION**

CORPORATION

The Contractor declares (or certifies, verifies, or states) under penalty of perjury under the laws of the United States that neither he, nor any official, agent or employee has entered into any agreement, participated in any collusion, or otherwise taken any action which is in restraint of free competitive bidding in connection with this Contract, that the Contractor has not been convicted of violating N.C.G.S. § 133-24 within the last three years, and that the Contractor intends to do the work with its own bona fide employees or subcontractors and did not bid for the benefit of another contractor.

By submitting this Execution of Contract, Non-Collusion and Debarment Certification, the Contractor is certifying his status under penalty of perjury under the laws of the United States in accordance with the Debarment Certification attached, provided that the Debarment Certification also includes any required statements concerning exceptions that are applicable.

N.C.G.S. § 133-32 and Executive Order 24 prohibit the offer to, or acceptance by, any State Employee of any gift from anyone with a contract with the State, or from any person seeking to do business with the State. By execution of any response in this procurement, you attest, for your entire organization and its employees or agents, that you are not aware that any such gift has been offered, accepted, or promised by any employees of your organization.

SIGNATURE OF CONTRACTOR

BMCO Construction, Inc.

Full name of Corporation

PO Box 1361 Lumberton, NC 28359

Address as Prequalified

Attest *Michael Musselwhite*
Secretary/Assistant Secretary
Select appropriate title

By *Lee Ann Musselwhite*
President/Vice President/Assistant Vice President
Select appropriate title

Michael Musselwhite

Print or type Signer's name

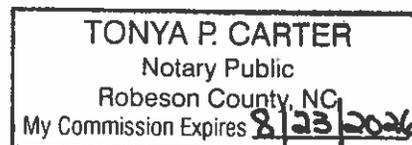
Lee Ann Musselwhite

Print or type Signer's name



Subscribed and sworn to before me this 13th day of July, 2022.

Tonya P. Carter
Notary Public



My commission expires: 08/23/2026

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. **C204722**

County (ies): **Columbus**

ACCEPTED BY THE
DEPARTMENT OF TRANSPORTATION

DocuSigned by:
Ronald E. Davenport, Jr.
F81B0038A47A442...
_____ Contract Officer

07/21/2022

Date

Execution of Contract and Bonds
Approved as to Form:

DocuSigned by:
[Signature]
646E313577A7476...
_____ Attorney General

07/21/2022

Date

Contract No.
County

C204722

Columbus

#S-323200
Payment Bond
Rev 5-17-11

CONTRACT PAYMENT BOND

Date of Payment Bond Execution July 12, 2022
Name of Principal Contractor BMCO Construction, Inc.
Name of Surety: NGM Insurance Company
Name of Contracting Body: North Carolina Department of Transportation
Raleigh, North Carolina
Amount of Bond: Forty Four Million Ninety Eight Thousand Seven Hundred Twelve & 33/100 Dollars (\$44,098,712.33)
Contract ID No.: C204722
County Name: Columbus

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

C204722

Columbus

Rev 5-17-11

CONTRACT PAYMENT BOND

Affix Seal of Surety Company

NGM Insurance Company

Print or type Surety Company Name

By **Amy J. Zigler**

Print, stamp or type name of Attorney-in-Fact



Signature of Attorney-in-Fact





Signature of Witness

Teressa K. Dixon

Print or type Signer's name

521 Boone Station Dr. Suite 106 Burlington NC 27215

Address of Attorney-in-Fact

Contract No.
County

C204722

Columbus

Rev 5-17-11

CONTRACT PAYMENT BOND

CORPORATION

SIGNATURE OF CONTRACTOR (Principal)

BMCO Construction, Inc.

Full name of Corporation

P.O. Box 1361 Lumberton NC 28359-1361

Address as prequalified

By

Signature of President, ~~Vice President, Assistant Vice President~~
Select appropriate title



Lee Ann Musselwhite

Print or type Signer's name

Affix Corporate Seal

Attest

Signature of Secretary, ~~Assistant Secretary~~
Select appropriate title

Michael Musselwhite

Print or type Signer's name

Contract No.
County

C204722

Columbus

S-323200
Performance Bond

Rev 5-17-11

CONTRACT PERFORMANCE BOND

Date of Performance Bond Execution: July 12, 2022
Name of Principal Contractor: BMCO Construction, Inc.
Name of Surety: NGM Insurance Company
Name of Contracting Body: North Carolina Department of Transportation
Raleigh, North Carolina
Forty Four Million Ninety Eight Thousand Seven Hundred Twelve & 33/100 Dollars (\$44,098,712.33)
Amount of Bond: _____
Contract ID No.: C204722
County Name: Columbus

KNOW ALL MEN BY THESE PRESENTS, That we, the PRINCIPAL CONTRACTOR (hereafter, PRINCIPAL) and SURETY above named, are held and firmly bound unto the above named Contracting Body, hereinafter called the Contracting Body, in the penal sum of the amount stated above for the payment of which sum well and truly to be made, we bind ourselves, our heirs, executors, administrators, and successors, jointly and severally, firmly by these presents.

THE CONDITION OF THIS OBLIGATION IS SUCH, that whereas the principal entered into a certain contract with the Contracting Body, numbered as shown above and hereto attached:

NOW THEREFORE, if the principal shall well and truly perform and fulfill all the undertakings, covenants, terms, conditions, and agreements of said contract during the original term of said contract and any extensions thereof that may be granted by the Contracting Body, with or without notice to the Surety, and during the life of any guaranty required under the contract, and shall also well and truly perform and fulfill all the undertakings, covenants, terms, conditions, and agreements of any and all duly authorized modifications of said contract that may hereafter be made, notice of which modifications to the surety being hereby waived, then this obligation to be void; otherwise to remain in full force and virtue.

IN WITNESS WHEREOF, the above-bound parties have executed this instrument under their several seals on the date indicated above, the name and corporate seal of each corporate party being hereto affixed and these presents duly signed by its undersigned representative, pursuant to authority of its governing body.

Contract No.
County

C204722

Columbus

Rev 5-17-11

CONTRACT PERFORMANCE BOND

Affix Seal of Surety Company

NGM Insurance Company

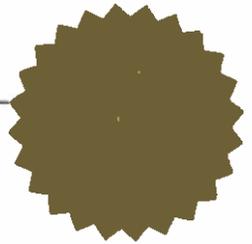
Print or type Surety Company Name

By **Amy J. Zigler**

Print, stamp or type name of Attorney-in-Fact



Signature of Attorney-in-Fact





Signature of Witness

Teressa K. Dixon

Print or type Signer's name

521 Boone Station Dr. Suite 106 Burlington NC 27215

Address of Attorney-in-Fact

Contract No.
County

C204722

Columbus

Rev 5-17-11

CONTRACT PERFORMANCE BOND

CORPORATION

SIGNATURE OF CONTRACTOR (Principal)

BMCO Construction, Inc.

Full name of Corporation

P.O. Box 1361 Lumberton NC 28359-1361

Address as prequalified

By

Signature of President, ~~Vice President, Assistant Vice President.~~
Select appropriate title



Affix Corporate Seal

Lee Ann Musselwhite

Print or type Signer's name

Attest

Signature of Secretary, ~~Assistant Secretary~~
Select appropriate title

Michael Musselwhite

Print or type Signer's name



KNOW ALL MEN BY THESE PRESENTS: That NGM Insurance Company, a Florida corporation having its principal office in the City of Jacksonville, State of Florida, pursuant to Article IV, Section 2 of the By-Laws of said Company, to wit:

"Article IV, Section 2. The board of directors, the president, any vice president, secretary, or the treasurer shall have the power and authority to appoint attorneys-in-fact and to authorize them to execute on behalf of the company and affix the seal of the company thereto, bonds, recognizances, contracts of indemnity or writings obligatory in the nature of a bond, recognizance or conditional undertaking and to remove any such attorneys-in-fact at any time and revoke the power and authority given to them."

does hereby make, constitute and appoint **Amy J Zigler**-----

its true and lawful Attorneys-in-fact, to make, execute, seal and deliver for and on its behalf, and as its act and deed, bonds, undertakings, recognizances, contracts of indemnity, or other writings obligatory in nature of a bond subject to the following limitation:

- 1. No one bond to exceed Forty Five Million Dollars (\$45,000,000.00)

and to bind NGM Insurance Company thereby as fully and to the same extent as if such instruments were signed by the duly authorized officers of NGM Insurance Company; the acts of said Attorney are hereby ratified and confirmed.

This power of attorney is signed and sealed by facsimile under and by the authority of the following resolution adopted by the Directors of NGM Insurance Company at a meeting duly called and held on the 2nd day of December 1977.

Voted: That the signature of any officer authorized by the By-Laws and the company seal may be affixed by facsimile to any power of attorney or special power of attorney or certification of either given for the execution of any bond, undertaking, recognizance or other written obligation in the nature thereof; such signature and seal, when so used being hereby adopted by the company as the original signature of such office and the original seal of the company, to be valid and binding upon the company with the same force and effect as though manually affixed.

IN WITNESS WHEREOF, NGM Insurance Company has caused these presents to be signed by its Vice President, General Counsel and Secretary and its corporate seal to be hereto affixed this 7th day of January, 2020.

NGM INSURANCE COMPANY By:

Kimberly K. Law

Kimberly K. Law
Vice President, General
Counsel and Secretary



State of Florida,
County of Duval.

On this 7th day of January, 2020, before the subscriber a Notary Public of State of Florida in and for the County of Duval duly commissioned and qualified, came Kimberly K. Law of NGM Insurance Company, to me personally known to be the officer described herein, and who executed the preceding instrument, and she acknowledged the execution of same, and being by me fully sworn, deposed and said that she is an officer of said Company, aforesaid: that the seal affixed to the preceding instrument is the corporate seal of said Company, and the said corporate seal and her signature as officer were duly affixed and subscribed to the said instrument by the authority and direction of the said Company; that Article IV, Section 2 of the By-Laws of said Company is now in force.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed my official seal at Jacksonville, Florida this 7th day of January, 2020.

Lisa K. Penton



I, Nancy Giordano-Ramos, Vice President of NGM Insurance Company, do hereby certify that the above and foregoing is a true and correct copy of a Power of Attorney executed by said Company which is still in full force and effect.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed the seal of said Company at Jacksonville, Florida this

12th day of July, 2022.

Nancy Giordano-Ramos

WARNING: Any unauthorized reproduction or alteration of this document is prohibited.
TO CONFIRM VALIDITY of the attached bond please call 1-800-225-5646.
TO SUBMIT A CLAIM: Send all correspondence to 55 West Street, Keene, NH 03431 Attn: Bond Claims.

