

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

C204715

CONTRACT AND
CONTRACT BONDS
FOR CONTRACT NO. C204715

WBS 17BP.14.R.212, 44983 STATE FUNDED

COUNTY OF JACKSON
THIS IS THE ROADWAY & STRUCTURE CONTRACT
ROUTE NUMBER _____ LENGTH 0.428 MILES
LOCATION SR-1336 FROM N OF SR-1002 TO N OF SR-1337 AND SR-1002 FROM SR-1336
TO SR-1169.

CONTRACTOR IPC PAVING LLC DBA IPC STRUCTURES LLC
ADDRESS 7800 SOUTHLAND BLVD STE 109
ORLANDO, FL 32809

BIDS OPENED JULY 18, 2023

CONTRACT EXECUTION 08/03/2023

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

PROPOSAL

DATE AND TIME OF BID OPENING: **Jul 18, 2023 AT 02:00 PM**

CONTRACT ID C204715
WBS 17BP.14.R.212, 44983

FEDERAL-AID NO. STATE FUNDED

COUNTY JACKSON

T.I.P NO.

MILES 0.428

ROUTE NO.

LOCATION SR-1336 FROM N OF SR-1002 TO N OF SR-1337 AND SR-1002 FROM SR-1336 TO SR-1169.

TYPE OF WORK GRADING, DRAINAGE, PAVING, BIKE LANES, SIDEWALK, & STRUCTURE

NOTICE:

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

BIDS WILL BE RECEIVED AS SHOWN BELOW:

THIS IS A ROADWAY & STRUCTURE PROPOSAL

5% BID BOND OR BID DEPOSIT REQUIRED

**PROPOSAL FOR THE CONSTRUCTION OF
CONTRACT No. C204715 IN JACKSON COUNTY, NORTH CAROLINA
DEPARTMENT OF TRANSPORTATION,
RALEIGH, NORTH CAROLINA**

The Bidder has carefully examined the location of the proposed work to be known as Contract No. **C204715** 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 be 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. **C204715** in **Jackson 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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06/15/2023

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PROJECT SPECIAL PROVISIONS**GENERAL****CONTRACTOR PREQUALIFICATION:**

(10-18-22)(Rev. 7-18-23)

102

SP1 G01

Revise the *2018 Standard Specifications* as follows:

Page 1-9, Subarticle 102-2(A)(1) Bidder Prequalification, lines 34-36, delete and replace the first sentence with the following:

Applicant shall submit a completed Department Prequalification Application and *Bidder Experience Questionnaire*, along with any additional supporting information requested by the Department, as noted in the application and experience questionnaire package.

Page 1-10, Subarticle 102-2(A) Bidder Prequalification, lines 30-31, delete and replace the first sentence with the following:

Prospective bidders shall obtain prequalification approval at least two business days prior to any letting in which they intend to submit a bid. It is recommended that the prospective bidder file all required statements and documents with the State Prequalifications Engineer no less than 4 weeks before a given letting.

Page 1-10, Subarticle 102-2(B) Purchase Order Bidder Prequalification, lines 34-39, delete and replace the title and first paragraph with the following:

(B) Purchase Order (PO) Prime Contractor Prequalification

Contractors who have been approved to be placed on the Prequalified Bidders' List as noted above may perform work for the Department as a Purchase Order (PO) Prime Contractor and need not apply further. However, Purchase Order (PO) Prime Contractors will not be placed on the Prequalified Bidders' List unless they submit through the prequalification process described above.

Page 1-9, Subarticle 102-2(B)(1) Purchase Order Bidder Prequalification, lines 40-42, delete and replace the first sentence with the following:

Applicant shall submit a completed Department Prequalification Application along with any additional supporting information requested by the Department, as noted in the application.

Page 1-11, Subarticle 102-2(B) Purchase Order Bidder Prequalification, lines 16-18, delete and replace the first sentence with the following:

Prospective bidders shall obtain prequalification approval at least two business days prior to any letting in which they intend to submit a bid. It is recommended that the applicant file all required statements and documents with the State Prequalifications Engineer no less than 4 weeks before a given bid opening for their bid to be considered.

Page 1-11, Subarticle 102-2(C) Subcontractor Prequalification, lines 22-26, delete and replace the first paragraph with the following:

Contractors who have been approved to be placed on the Prequalified Bidders' List or the Purchase Order (PO) Prime Contractor's List as noted above may perform work for the Department as a subcontractor and need not apply further. However, subcontractors will not be placed on the Prequalified List or the Purchase Order (PO) Prime Contractor's List unless they submit through the prequalification process described above.

Page 1-11, Subarticle 102-2(C)(1) Subcontractor Prequalification, lines 27-28, delete and replace the first sentence with the following:

Applicant shall submit a completed Department Prequalification Application along with any additional supporting information requested by the Department, as noted in the application.

Page 1-11, Subarticle 102-2(C) Subcontractor Prequalification, lines 44-45, delete and replace the first sentence with the following:

The subcontractor shall file all required statements and documents with the State Prequalifications Engineer no less than 4 weeks before beginning work.

Page 1-12, Subarticle 102-2(E) Renewal and Requalification, lines 38-40, delete and replace the first sentence with the following:

It is recommended that the renewing or requalifying firm file all required statements and documents with the State Prequalifications Engineer no less than 4 weeks before a given letting for their bid to be considered.

INTERESTED PARTIES LIST:

(6-21-22)(Rev. 7-19-22)

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* no later than one business day prior to the Letting day of that project, for which he intends to submit a bid. There is no cost for signing up on the *Interested Parties List* that can be found on the Department's website at connect.ncdot.gov/letting.

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.

LIABILITY INSURANCE:

(5-16-23)

107

SP1 G05

Revise the *2018 Standard Specifications* as follows:

Page 1-64, Article 107-15 LIABILITY INSURANCE, replace the first sentence with the following:

The Contractor shall at its sole cost and expense obtain and furnish to the Department an original standard Association for Cooperative Operations Research and Development (ACORD) certificate of liability insurance evidencing commercial general liability with a limit for bodily injury and property damage in the amount of \$5,000,000 per occurrence and \$5,000,000 general aggregate, covering the Contractor from claims or damages for bodily injury, personal injury, or for property damages that may arise from operating under the contract by the employees and agents of the Contractor.

CONTRACT TIME AND LIQUIDATED DAMAGES:

(8-15-00) (Rev. 5-16-23)

108

SP1 G08 A

The date of availability for this contract is **October 16, 2023**, except that work in jurisdictional waters and wetlands shall not begin until a meeting between the DOT, Regulatory Agencies, and the Contractor is held as stipulated in the permits contained elsewhere in this proposal. This delay in availability has been considered in determining the contract time for this project.

The completion date for this contract is **December 28, 2025**.

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 **October 16, 2023**.

The completion date for this intermediate contract time is **July 1, 2025**.

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

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

INTERMEDIATE CONTRACT TIME NUMBER 2 AND LIQUIDATED DAMAGES:

(2-20-07)

108

SP1 G14 A

The Contractor shall complete the required work of installing, maintaining, and removing the traffic control devices for lane closures and restoring traffic to the existing traffic pattern. The Contractor shall not close or narrow a lane of traffic on **-L- (Monteith Gap Road), -Y1- (Painter Road) and/or -Y2- (Ledbetter Road)** during the following time restrictions:

DAY AND TIME RESTRICTIONS

Monday thru Friday, 7:00 A.M. to 9:00 A.M. and 4:00 P.M. to 6:00 P.M.

In addition, the Contractor shall not close or narrow a lane of traffic on **-L- (Monteith Gap Road), -Y1- (Painter Road) and/or -Y2- (Ledbetter 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 **7:00 A.M.** December 31st and **6:00 P.M.** January 2nd. If New Year's Day is on a Friday, Saturday, Sunday or Monday, then until **6:00 P.M.** the following Tuesday.
3. For **Easter**, between the hours of **7:00 A.M.** Thursday and **6:00 P.M.** Monday.

4. For **Memorial Day**, between the hours of **7:00 A.M.** Friday and **6:00 P.M.** Tuesday.
5. For **Independence Day**, between the hours of **7:00 A.M.** the day before Independence Day and **6:00 P.M.** the day after Independence Day.

If **Independence Day** is on a Friday, Saturday, Sunday or Monday, then between the hours of **7:00 A.M.** the Thursday before Independence Day and **6:00 P.M.** the Tuesday after Independence Day.

6. For **Labor Day**, between the hours of **7:00 A.M.** Friday and **6:00 P.M.** Tuesday.
7. For **Thanksgiving**, between the hours of **7:00 A.M.** Tuesday and **6:00 P.M.** Monday.
8. For **Christmas**, between the hours of **7:00 A.M.** the Friday before the week of Christmas Day and **6:00 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 **Any Road** during the following time restrictions:

DAY AND TIME RESTRICTIONS

**Monday thru Friday, 4:00 P.M. to 6:00 P.M.
and 9:00 P.M. to 9:00 A.M. the following morning**

Saturday & Sunday, 9:00 P.M. to 9:00 A.M. the following morning

The maximum allowable time for **blasting operations** is **twenty (20)** minutes for **Any Road**. 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 twenty (20) minute time period.

INTERMEDIATE CONTRACT TIME NUMBER 4 AND LIQUIDATED DAMAGES:

(6-18-13)

108

SP1 G14 L

The Contractor shall complete **all** work required of **WBS #44983 from -Y4- Sta. 10+50 (+/-) LT to -L- Sta. 15+75 (+/-)** as shown on Sheets **SW-1 thru SW-9** and shall place and maintain traffic on same.

The date of availability for this intermediate contract time is **May 13, 2024, except for tree clearing operations.**

The completion date for this intermediate contract time is **August 14, 2024.**

Tree clearing operations shall be completed between October 16, 2023 and March 31, 2024 in accordance with the Construction Moratorium provision found elsewhere in this Proposal. The liquidated damages associated with this intermediate contract time shall not be applied between April 1, 2024 and August 14, 2024 due to failure to complete tree clearing operations.

The liquidated damages are **Nine Hundred Dollars (\$ 900.00)** 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:

(7-15-14)

SP1 G18A

No tree cutting will be allowed from **April 1** through **October 15** of any year.

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
31	Asphalt Concrete Base Course, Type B25.0C
103	6" Water Line
180	3'-0" x 2'-0" Prestressed Concrete Cored Slabs

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
63-70	Guardrail
71	Fencing
75-79	Signing
89-94	Long-Life Pavement Markings
101-102	Permanent Pavement Markers
103-127	Utility Construction
128-159	Erosion Control
160-161	Reforestation

SPECIAL REQUIREMENTS FOR WORK IN NATIONAL FOREST:

(7-1-95)

107-13

SP1 G40

In addition to other requirements in this proposal with respect to clearing, erosion control, protection of environment, etc., comply with the following requirements:

- (A) Comply with the portions of these Special Requirements, entitled “Fire Plan,” “Clearing Plan,” and “Landscape and Erosion Control Plan.” Note the fact that merchantable timber within Forest Service Property will become the property of the Contractor.
- (B) Comply with the following recommendations of the State Fish and Game Department and Forest Service for wildlife and fish management:
 - (1) Take all necessary precautions to avoid damage to fish habitat and exercise every reasonable precaution to prevent muddying or silting live streams.
 - (2) Do not deposit material removed from the roadway or channel changes in live streams or into the streams or stream channel where it would be washed away by high stream flows.
 - (3) Do not haul materials, including logs, brush, and debris, by fording live streams. Instead, provide temporary bridges or other structures for this purpose.
- (C) Dispose of waste material resulting from slides during construction and surplus material at locations approved by the Forest Supervisor. Submit a plan showing the proposed method of disposal at the time approval is requested.
- (D) Treat sections of existing road to be abandoned as a result of the proposed new construction, as designated by the Forest Supervisor, to restore them to their natural state. The necessary treatment will be determined during a joint review between the Forest Service and the State and may include ripping of roadbed, removal of drainage structure, and opening drainage channels. Plans and specifications as mutually deemed appropriate to accomplish the objective will become a part of this stipulation.
- (E) Permanently monument the right of way prior to completion of construction in accordance with State requirements for such right of way, but in any event the minimum requirements will be to place permanent monuments at the intersection of right of way with all property lines, section lines, and at intervals of not more than 1,000 feet along the right-of-way limits.
- (F) Re-establish or restore public land monuments disturbed or destroyed by construction, reconstruction, or maintenance according to instructions of the Bureau of Land Management, Department of the Interior. Do not damage, destroy, or obliterate other land monuments and property corners or witness markers without the prior permission of the Regional Forester. Relocate or re-establish these land monuments, property corners, and witness markers in accordance with standards satisfactory to the Regional Forester.

Fire Protection Plan

During the period of construction, perform both independently and in cooperation with the Forest Service everything that is reasonable and practical to prevent and suppress forest fires on the easement area and in its immediate vicinity. Include provisions in all subcontracts for the construction of the road requiring subcontractors and their respective employees to do likewise. The contractors and subcontractors, shall conform to, but not be limited to, the following Fire Plan:

- (A) Take immediate independent or cooperative action to control and extinguish any fire, regardless of cause, within the easement area and its vicinity.
- (B) Maintain at readily available sites one or more boxes of firefighting tools to be furnished by the Forest Service for forest fire fighting purposes only.
- (C) Perform debris burning only in the center of the right of way, and only after a strip 20 feet wide around each pile is cleared to mineral soil.
- (D) Keep fires compact by throwing in the larger material as it burns. If piles are too close together or burn hot, light every second or third pile; allow these to cool down before firing the others. On slopes start burning at the top and work down. Confine fires to piles at all times.
- (E) Do not leave fires unattended.
- (F) Discontinue burning upon notification by the District Forest Ranger or his representative that fire danger is such that there is abnormal risk.
- (G) Whenever a fire escapes, notify the District Ranger immediately even if the fire is suppressed without Forest Service assistance.
- (H) The contractor or subcontractor responsible will bear the costs, including Forest Service direct costs and value of resources damages, incurred by the Forest Service in controlling and extinguishing any fire on or threatening National Forest lands which they or their employees caused with or without negligence in connection with construction operations.
- (I) Contact the District Ranger 24 hours in advance of burning.

Clearing Plan

Conform to the following clearing plan:

- (A) Dispose of unmerchantable materials including tops, branches, etc., by piling and burning as directed by the Forest Service or used in brush barriers. Alternate methods of disposal, including any of the following methods or combinations of methods (lop and scatter, chip, remove, pile only), shall be approved in advance by the Forest Service.

- (B) The maximum clearing and grubbing limits are to be as shown on the plans except that cutting of hazard trees outside these limits may be done with approval. Confine construction machinery within the clearing limits.

Landscape and Erosion Control Plan

The erosion control plan will be designed and implemented to prevent visible sediment, as defined by NC DEQ regulations, from reaching any defined stream channel.

Conform to, but not be limited to, the following Landscape and Erosion Control Plan.

- (A) Prevent visible sediment from entering any stream channel. If an erosion control practice must be sited in a channel, it shall stop further down-channel transport of visible sediment.
- (B) Bear responsibility for the prevention and control of soil erosion and gully on the right of way and lands adjacent thereto resulting from the construction or maintenance of the road. Revegetate with grass (not Love Grass) or herbaceous plants all ground where the soil has been exposed. Accomplish revegetation within 20 working days following final grading.
- (C) Round the ends of cut sections and the tops of back slopes.
- (D) Vegetate all front and back slopes by liming, fertilizing, mulching and seeding; including any waste area. Mulch critical areas if they are to be exposed greater than 5 working days of probable inclement weather during seasons when seeding is impracticable. Critical areas include all bare soils within 100 feet (slope distance) of perennial and intermittent streams. Mulch these as soon as practical and after final seeding.
- (E) Maintain all erosion control practices in a timely manner to prevent visible sediment from entering any stream channel, until such time that the final revegetation stabilizes the site and prevents erosion and off-site movement of sediment.

FUEL PRICE ADJUSTMENT:

(11-15-05) (Rev. 11-15-22)

109-8

SP1 G43

Revise the *2018 Standard Specifications* as follows:

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

The base index price for DIESEL #2 FUEL is \$ **2.4999** 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
Erosion Control Stone	Gal/Ton	0.55
Rip Rap, Class _____	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
Ultra-thin Bonded Wearing Course	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
> 11" Portland Cement Concrete Pavement	Gal/SY	0.327
Concrete Shoulders Adjacent to > 11" Pavement	Gal/SY	0.327
9" to 11" Portland Cement Concrete Pavement	Gal/SY	0.272
Concrete Shoulders Adjacent to 9" to 11" Pavement	Gal/SY	0.272
< 9" Portland Cement Concrete Pavement	Gal/SY	0.245
Concrete Shoulders Adjacent to < 9" 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%20-%20Starting%20Nov%202022%20Lettings.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)(Rev. 7-18-23)

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 material 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 (State Contract Officer or Division Contract Engineer) along with the payment bonds, performance bonds and contract execution signature sheets in a single submittal. If Form SPA-1 is not included in the same submittal as the payment bonds, performance bonds and contract execution signature sheets, the Contractor will not be eligible for any steel price adjustment for any item in the contract for the life of the contract. Form SPA-1 can be found on the Department's 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. Should the bidder elect an eligible steel price item, the entire quantity of the line item will be subject to the price adjustment for the duration of the Contract. The Bidder's designations on Form SPA-1 must be written in ink or typed and signed by the Bidder (Prime Contractor) 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 **\$ 46.80** per hundredweight.

The bidding index for Category 2 Steel items is **\$ 74.94** per hundredweight.

The bidding index for Category 3 Steel items is **\$ 66.33** per hundredweight.

The bidding index for Category 4 Steel items is **\$ 54.64** per hundredweight.

The bidding index for Category 5 Steel items is **\$ 57.94** per hundredweight.

The bidding index for Category 6 Steel items is **\$ 76.98** per hundredweight.

The bidding index for Category 7 Steel items is **\$ 49.41** per hundredweight.

The bidding index represents a selling price of steel based on Fastmarkets data for the month of **May 2023**.

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 Items and Pipe Piles	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	<u>C203394</u>	Bid Reference Month	<u>January 2019</u>
Submittal Date	<u>8/31/2019</u>		
Contract Line Item	<u>237</u>		
Line Item Description	<u>APPROX....LBS Structural Steel</u>		

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:

$$SPA = ((MI/BI) - 1) * BI *(Q/100)$$

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.

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

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

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

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

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

$$SPA = 0.79651162791 * \$36.12 * 4,500$$

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

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:

$$SPA = ((MI / BI) - 1) * BI * (Q / 100)$$

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.

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

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

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

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

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

$$SPA = -0.421446917808 * \$46.72 * 6,000$$

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

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:

$$SPA = ((MI / BI) - 1) * BI * (Q / 100)$$

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.

BI = \$29.21/ CWT

MI = \$43.13 / CWT

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

Q = 103932 lbs.

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

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. 6-20-23)

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>
2024	(7/01/23 - 6/30/24)	54% of Total Amount Bid
2025	(7/01/24 - 6/30/25)	46% 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 **7.0 %**

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 **4.0 %**

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

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

Directory of Transportation Firms (Directory)

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

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

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

Listing of MBE/WBE Subcontractors

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

(A) Electronic Bids

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

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

(B) Paper Bids

- (1) *If the Combined MBE/WBE Goal is more than zero,*
 - (a) Bidders, at the time the bid proposal is submitted, shall submit a listing of MBE/WBE participation, including the names and addresses on *Listing of MBE and WBE Subcontractors* contained elsewhere in the contract documents in order for the bid to be considered responsive. Bidders shall indicate the total dollar value of the MBE and WBE participation for the contract.
 - (b) If bidders have no MBE or WBE participation, they shall indicate this on the *Listing of MBE and WBE Subcontractors* by entering the word "None"

or the number “0.” This form shall be completed in its entirety. **Blank forms will not be deemed to represent zero participation.** Bids submitted that do not have MBE and WBE participation indicated on the appropriate form will not be read publicly during the opening of bids. The Department will not consider these bids for award and the proposal will be rejected.

- (c) The bidder shall be responsible for ensuring that the MBE/WBE is certified at the time of bid by checking the Directory of Transportation Firms. If the firm is not certified at the time of the bid-letting, that MBE’s or WBE’s participation will not count towards achieving the Combined MBE/WBE Goal.
- (2) *If the Combined MBE/WBE Goal is zero, entries on the Listing of MBE and WBE Subcontractors are not required for the zero goal, however any MBE or WBE participation that is achieved during the project shall be reported in accordance with requirements contained elsewhere in the special provision.*

MBE or WBE Prime Contractor

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

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

Written Documentation – Letter of Intent

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

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

If the bidder fails to submit the Letter of Intent from each committed MBE and WBE to be used toward the Combined MBE/WBE Goal, or if the form is incomplete (i.e. both signatures are not present), the MBE/WBE participation will not count toward meeting the Combined MBE/WBE Goal. If the lack of this participation drops the commitment below the Combined MBE/WBE

Goal, the Contractor shall submit evidence of good faith efforts for the goal, completed in its entirety, to the State Contractor Utilization Engineer or DBE@ncdot.gov no later than 10:00 a.m. on the eighth calendar day following opening of bids, unless the eighth day falls on an official state holiday. In that situation, it is due in the office of the State Contractor Utilization Engineer no later than 10:00 a.m. on the next official state business day.

Banking MBE/WBE Credit

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

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

Submission of Good Faith Effort

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

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

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

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

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

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

- (A) Soliciting through all reasonable and available means (e.g. attendance at pre-bid meetings, advertising, written notices, use of verifiable electronic means through the use of the NCDOT Directory of Transportation Firms) the interest of all certified MBEs/WBEs that are also prequalified subcontractors. The bidder must solicit this interest within at least 10 days prior to bid opening to allow the MBEs/WBEs to respond to the solicitation. Solicitation shall provide the opportunity to MBEs/WBEs within the Division and surrounding Divisions where the project is located. The bidder must determine with certainty if the MBEs/WBEs are interested by taking appropriate steps to follow up initial solicitations.
- (B) Selecting portions of the work to be performed by MBEs/WBEs in order to increase the likelihood that the Combined MBE/WBE Goal will be achieved.
 - (1) Where appropriate, break out contract work items into economically feasible units to facilitate MBE/WBE participation, even when the prime contractor might otherwise prefer to perform these work items with its own forces.
 - (2) Negotiate with subcontractors to assume part of the responsibility to meet the advertised goal when the work to be sublet includes potential for MBE/WBE participation (2nd and 3rd tier subcontractors).
- (C) Providing interested certified MBEs/WBEs that are also prequalified subcontractors with adequate information about the plans, specifications, and requirements of the contract in a timely manner to assist them in responding to a solicitation.
- (D)
 - (1) Negotiating in good faith with interested MBEs/WBEs. It is the bidder's responsibility to make a portion of the work available to MBE/WBE subcontractors and suppliers and to select those portions of the work or material needs consistent with the available MBE/WBE subcontractors and suppliers, so as to facilitate MBE/WBE participation. Evidence of such negotiation includes the names, addresses, and telephone numbers of MBEs/WBEs that were considered; a description of the information provided regarding the plans and specifications for the work selected for subcontracting; and evidence as to why additional agreements could not be reached for MBEs/WBEs to perform the work.
 - (2) A bidder using good business judgment would consider a number of factors in negotiating with subcontractors, including MBE/WBE subcontractors, and would take a firm's price and capabilities as well as the advertised goal into consideration. However, the fact that there may be some additional costs involved in finding and using MBEs/WBEs is not in itself sufficient reason for a bidder's failure to meet the contract goal, as long as such costs are reasonable. Also, the ability or desire of a prime contractor to perform the work of a contract with its own organization does not relieve the bidder of the responsibility to make good faith

efforts. Bidding contractors are not, however, required to accept higher quotes from MBEs/WBEs if the price difference is excessive or unreasonable.

- (E) Not rejecting MBEs/WBEs as being unqualified without sound reasons based on a thorough investigation of their capabilities. The bidder's standing within its industry, membership in specific groups, organizations, or associates and political or social affiliations (for example, union vs. non-union employee status) are not legitimate causes for the rejection or non-solicitation of bids in the bidder's efforts to meet the project goal.
- (F) Making efforts to assist interested MBEs/WBEs in obtaining bonding, lines of credit, or insurance as required by the recipient or bidder.
- (G) Making efforts to assist interested MBEs/WBEs in obtaining necessary equipment, supplies, materials, or related assistance or services.
- (H) Effectively using the services of available minority/women community organizations; minority/women contractors' groups; Federal, State, and local minority/women business assistance offices; and other organizations as allowed on a case-by-case basis to provide assistance in the recruitment and placement of MBEs/WBEs. Contact within 7 days from the bid opening the Business Opportunity and Work Force Development Unit at BOWD@ncdot.gov to give notification of the bidder's inability to get MBE or WBE quotes.
- (I) Any other evidence that the bidder submits which shows that the bidder has made reasonable good faith efforts to meet the advertised goal.

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

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

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

Non-Good Faith Appeal

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

Counting MBE/WBE Participation Toward Meeting the Combined MBE/WBE Goal**(A) Participation**

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

(B) Joint Checks

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

(C) Subcontracts (Non-Trucking)

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

(D) Joint Venture

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

(E) Suppliers

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

(F) Manufacturers and Regular Dealers

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

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

Commercially Useful Function

(A) MBE/WBE Utilization

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

(B) MBE/WBE Utilization in Trucking

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

- (1) The MBE/WBE shall be responsible for the management and supervision of the entire trucking operation for which it is responsible on a particular contract, and there shall not be a contrived arrangement for the purpose of meeting the Combined MBE/WBE Goal.
- (2) The MBE/WBE shall itself own and operate at least one fully licensed, insured, and operational truck used on the contract.
- (3) The MBE/WBE receives credit for the total value of the transportation services it provides on the contract using trucks it owns, insures, and operates using drivers it employs.
- (4) The MBE may subcontract the work to another MBE firm, including an owner-operator who is certified as a MBE. The same holds true that a WBE may subcontract the work to another WBE firm, including an owner-operator who is certified as a WBE. When this occurs, the MBE or WBE who subcontracts work receives credit for the total value of the transportation services the subcontracted MBE or WBE provides on the contract. It should be noted that every effort shall be made by MBE and WBE contractors to subcontract to the same certification (i.e., MBEs to MBEs and WBEs to WBEs), in order to fulfill the participation breakdown. This, however, may not always be possible due to the limitation of firms in the area. If the MBE or WBE firm shows a good faith effort has been made to reach out to similarly certified transportation service providers and there is no interest or availability, and they can get assistance from other certified providers, the Engineer will not hold the prime responsible for meeting the individual MBE or WBE participation breakdown.
- (5) The MBE/WBE may also subcontract the work to a non-MBE/WBE firm, including from an owner-operator. The MBE/WBE who subcontracts the work to a non-MBE/WBE is entitled to credit for the total value of transportation services provided by the non-MBE/WBE subcontractor not to exceed the value of transportation services provided by MBE/WBE-owned trucks on the contract. Additional participation by non-MBE/WBE subcontractors receives credit only for the fee or commission it receives as a result of the subcontract arrangement. The value of services performed under subcontract agreements between the MBE/WBE and the Contractor will not count towards the MBE/WBE contract requirement.
- (6) A MBE/WBE may lease truck(s) from an established equipment leasing business open to the general public. The lease must indicate that the MBE/WBE has exclusive use of and control over the truck. This requirement does not preclude the leased truck from working for others during the term of the lease with the consent of the MBE/WBE, so long as the lease gives the MBE/WBE absolute priority for

use of the leased truck. This type of lease may count toward the MBE/WBE's credit as long as the driver is under the MBE/WBE's payroll.

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

MBE/WBE Replacement

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

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

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

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

the MBE/WBE contractor was engaged or so that the prime contractor can substitute another MBE/WBE or non-MBE/WBE contractor after contract award.

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

(A) Performance Related Replacement

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

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

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

(B) Decertification Replacement

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

MBE/WBE firm is not found to do the same amount of work, a good faith effort must be submitted to NCDOT (see A herein for required documentation).

- (3) Exception: If the MBE/WBE's ineligibility is caused solely by its having exceeded the size standard during the performance of the contract, the Department will not require the Contractor to solicit replacement MBE/WBE participation equal to the remaining work to be performed by the decertified firm. The participation equal to the remaining work performed by the decertified firm will count toward the contract goal requirement and overall goal.

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

Changes in the Work

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

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

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

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

Reports and Documentation

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

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

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

Reporting Minority and Women Business Enterprise Participation

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

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

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

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

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

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

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

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

Failure to Meet Contract Requirements

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

RESTRICTIONS ON ITS EQUIPMENT AND SERVICES:

(11-17-20)

SP01 G090

All telecommunications, video or other ITS equipment or services installed or utilized on this project must be in conformance with UNIFORM ADMINISTRATIVE REQUIREMENTS, COST

PRINCIPLES, AND AUDIT REQUIREMENTS FOR FEDERAL AWARDS 2 CFR, § 200.216
Prohibition on certain telecommunications and video surveillance services or equipment.

USE OF UNMANNED AIRCRAFT SYSTEM (UAS):

(8-20-19)

SP1 G092

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

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

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

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

EQUIPMENT IDLING GUIDELINES:

(1-19-21)

107

SP1 G096

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

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

1. Idling when queuing.
2. Idling to verify the vehicle is in safe operating condition.
3. Idling for testing, servicing, repairing or diagnostic purposes.
4. Idling necessary to accomplish work for which the vehicle was designed (such as operating a crane, mixing concrete, etc.).
5. Idling required to bring the machine system to operating temperature.
6. Emergency vehicles, utility company, construction, and maintenance vehicles where the engines must run to perform needed work.
7. Idling to ensure safe operation of the vehicle.
8. Idling when the propulsion engine is providing auxiliary power for other than heating or air conditioning. (such as hydraulic systems for pavers)
9. When specific traffic, safety, or emergency situations arise.

10. If the ambient temperature is less than 32 degrees Fahrenheit. Limited idling to provide for the safety of vehicle occupants (e.g. to run the heater).
11. If the ambient temperature is greater than 90 degrees Fahrenheit. Limited idling to provide for the safety of vehicle occupants of off-highway equipment (e.g. to run the air conditioning) no more than 30 minutes.
12. Diesel powered vehicles may idle for up to 30 minutes to minimize restart problems. Any vehicle, truck, or equipment in which the primary source of fuel is natural gas or electricity is exempt from the idling limitations set forth in this special provision.

SUBSURFACE INFORMATION:

(7-1-95)

450

SP1 G112 C

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

MAINTENANCE OF THE PROJECT:

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

104-10

SP1 G125

Revise the *2018 Standard Specifications* as follows:

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

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

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

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

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

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

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.

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.

NOTE TO CONTRACTOR:

The Contractor shall keep lighting of the project to a minimum. Direct illumination of Cullowhee Creek and its riparian area shall be avoided during construction. Shrouds or other light blocking measures shall be used, as needed, to accomplish this.

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:

(2-18-14)

1101

SP2 R30C (rev)

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. Place pavement and earth material removed from the detour in embankments or dispose of in waste areas furnished by the Contractor.

No direct payment will be made for removing asphalt pavement as the cost of same shall be included in the lump sum price bid for *Grading*. 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 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 A

Description

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

Measurement and Payment

Where the material has been obtained from an authorized stockpile or from a borrow source and *Borrow Excavation* is not included in the contract, no direct payment will be made for this work, as the cost of this work will be part of the work being paid at the contract lump sum price for *Grading*. If *Borrow Excavation* is included in this contract and the material has been obtained from an authorized stockpile or from a borrow source, measurement and payment will be as provided in Section 230 of the *2018 Standard Specifications* for *Borrow Excavation*.

MANUFACTURED QUARRY FINES IN EMBANKMENTS (Borrow Excluded):

(01-17-17)(Rev. 7-18-23)

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 subgrade stabilization in accordance with the contract. Geotextile for subgrade 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 Subgrade Stabilization shall be used. If the Geotextile for Subgrade 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.

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 Subgrade Stabilization shall be used. See the contract for geotextile type and construction method for Geotextile for Subgrade Stabilization.

Measurement and Payment

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

When the pay item for *Geotextile for Subgrade Stabilization* is included in the original contract the material will be measured and paid in accordance with the contract. When the pay item for *Geotextile for Subgrade Stabilization* is not included in the original contract then no payment will be made for this item and will be considered incidental to the use of MQFs in embankment.

FLOWABLE FILL:

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

300, 340, 1000, 1530, 1540, 1550

SP3 R30

Description

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

Materials

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

Item

Flowable Fill

Section

1000-6

Construction Methods

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

Measurement and Payment

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

Payment will be made under:

Pay Item
Flowable Fill

Pay Unit
Cubic Yard

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

Type I Standard Approach Fill, Station _____
 Type II Modified Approach Fill, Station _____
 Type III Reinforced Approach Fill, Station _____

Pay Unit

Lump Sum
 Lump Sum
 Lump Sum

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 _____*.

INCIDENTAL MILLING:

(11-15-22)(Rev. 1-17-23)

607

SP6 R02R

Revise the *2018 Standard Specifications* as follows:

Page 6-5, Article 607-3 CONSTRUCTION METHODS, add the following paragraph after line 45:

Variable depth milling is intended to improve the cross-sectional slope of the pavement.

Page 6-6, Article 607-3 CONSTRUCTION METHODS, line 9, delete and replace the first sentence in the sixth paragraph with the following:

The Engineer may require re-milling of any area exhibiting pavement laminations, scabbing or other defects.

Page 6-6, Article 607-4 TOLERANCE, lines 17-18, delete and replace the second sentence with the following:

The Engineer may vary the depth of milling by not more than one inch. In the event the directed depth of milling cut is altered by the Engineer more than one inch, either the Department or the Contractor may request an adjustment in unit price in accordance with Article 104-3. In administering Article 104-3, the Department will give no consideration to value given to RAP due to the deletion or reduction in quantity of milling. Article 104-3 will not apply to the item of *Incidental Milling*.

Page 6-6, Subarticle 607-5(A) Milled Asphalt Pavement, lines 21-23, delete and replace the first sentence with the following:

Milled Asphalt Pavement, ___" Depth will be measured and paid as the actual number of square yards of pavement surface milled in accordance with this specification.

Page 6-6, Subarticle 607-5(A) Milled Asphalt Pavement, lines 24-28, delete and replace the third and fourth sentence with the following:

The width will be the width required by the plans or directed by the Engineer, measured along the pavement surface. Areas to be paid under this item include mainline travel lanes, full width turn lanes greater than 500 feet in length, collector lanes, shoulders, and any additional equipment necessary to remove pavement in the area of manholes, water valves, curb, gutter and other obstructions.

Page 6-6, Subarticle 607-5(B) Milled Asphalt Pavement Depth Varies from Required Depth, lines 29-37, delete and replace the title and first paragraph with the following:

(B) Variable Depth Milled Asphalt Pavement

Milling Asphalt Pavement, ___" to ___" will be measured and paid as the actual number of square yards of pavement surface milled in accordance with this specification. In measuring this quantity, the length will be the actual length milled, measured along the pavement surface. The width will be the width required by the plans or directed by the Engineer, measured along the pavement surface. Areas to be paid under this item include mainline travel lanes, full width turn lanes greater than 500 feet in length, collector lanes, shoulders, and any additional equipment necessary to remove pavement in the area of manholes, water valves, curb, gutter and other obstructions.

Page 6-6, Subarticle 607-5(C) Incidental Milling, lines 45-49, delete and replace the first and second sentence with the following:

Incidental Milling will be measured and paid as the actual number of square yards of surface milled where the Contractor is required to mill butt joints, irregular areas, full width turn lanes 500 feet or less, intersections and re-mill areas that are not due to the Contractor's negligence. In measuring this quantity, the length will be the actual length milled, measured along the pavement surface. The width will be the width required by the plans or directed by the Engineer, measured along the pavement surface.

Page 6-7, Subarticle 607-5(D) Milling of Defects, lines 6-10, delete and replace the second sentence with the following:

If the Engineer directs re-milling of an area and is not due to the Contractor's negligence, the re-milled area will be measured as provided in Subarticle 607-5(C) and paid at the contract unit price per square yard for *Incidental Milling*.

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 \$ **631.88** per ton.

This base price index represents an average of F.O.B. selling prices of asphalt binder at supplier's terminals on **June 1, 2023**.

FINAL SURFACE TESTING NOT REQUIRED:

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

610

SP6 R45

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

ASPHALT CONCRETE PLANT MIX PAVEMENTS:

(2-20-18) (Rev. 7-18-23)

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:

TABLE 609-3 LIMITS OF PRECISION FOR TEST RESULTS	
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:

TABLE 610-1 MIXING TEMPERATURE AT THE ASPHALT PLANT	
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:

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 Interstates, US Routes, and NC Routes (primary routes) that have 4 or more lanes and are 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, and Y-lines that have 4 or more lanes and are median divided, and all 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 shall 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.

Page 10-30, Subarticle 1012-1(B)(6), Toughness (Resistance to Abrasion), line 12, replace “OGAFC” with “OGFC”.

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

PEDESTRIAN SAFETY RAIL:

(8-28-09)

SPD 8-600

Furnish and install steel pipe handrail at locations as shown in the plans, in accordance with the detail in the plans and as directed by the Engineer.

Measurement and Payment

Pedestrian Safety Rail will be measured and paid as the actual number of linear feet of steel pipe handrail measured along the top of the handrail to the nearest 0.1 of a foot. Such price and payment shall be full compensation for fabricating, furnishing, installing, painting and all incidentals necessary to satisfactorily install the handrail.

Payment will be made under:

Pay Item

Pedestrian Safety Rail

Pay Unit

Linear Foot

GUARDRAIL END UNITS & TEMPORARY GUARDRAIL END UNITS, TYPE - TL-2:

(10-21-08) (Rev. 5-16-23)

862

SP8 R64

Description

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

Materials

Furnish guardrail end units listed on the NCDOT APL. Units shall not be modified by the manufacturer and installer once approved and on the NCDOT APL.

Prior to installation the Contractor shall submit to the Engineer certified working drawings and assembling instructions from the manufacturer for each guardrail end unit in accordance with Article 105-2 of the *Standard Specifications*.

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 *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 *Standard Specifications*.

Payment will be made under:

Pay Item

Guardrail End Units, Type TL-2

Temporary Guardrail End Units, Type TL-2

Pay Unit

Each

Each

7" JOINTED CONCRETE TRUCK APRON:**Description**

Construct 7" Jointed Concrete Truck Apron in accordance with the plans and as directed by the Engineer.

Materials

Concrete shall be Class AA Concrete meeting the requirements of Section 1000 of the *Standard Specifications*.

Wire mesh reinforcement shall be 4x4-W3.5xW3.5 welded wire fabric meeting the requirements of Section 1070 of the *Standard Specifications*. The wire mesh reinforcement shall be centered in the 7" slab. Macro-fibers for concrete reinforcement may be used in lieu of wire mesh reinforcement. See the NCDOT Approved Products List for macro-fibers.

Construction Methods

Construct concrete apron in accordance with Section 700 of the *Standard Specifications*.

Joint spacing for the 22 feet 6 inch wide apron shall be constructed as directed by the Engineer.

Measurement and Payment

7" Jointed Concrete Truck Apron will be measured and paid for in square yards of 7" Jointed Concrete Truck Apron that have been completed and accepted. Such price and payment will be full compensation for all work of constructing the jointed concrete truck apron, including, but not limited to, excavating and backfilling, furnishing and placing concrete, wire mesh, constructing joints and sealing the concrete.

Pay Item**Pay Unit**

7" Jointed Concrete Truck Apron

Square Yard

GUARDRAIL ANCHOR UNITS AND TEMPORARY GUARDRAIL ANCHOR UNITS:

(1-16-2018)

862

SP8 R70

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

Revise the *2018 Standard Specifications* as follows:

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

Guardrail Anchor Units, Type ___ and Temporary Guardrail Anchor Units Type ___ will be measured and paid as units of each completed and accepted. No separate measurement will be made of any rail, terminal sections, posts, offset blocks, concrete, hardware or any other

components of the completed unit that are within the pay limits shown in the plans for the unit as all such components will be considered to be part of the unit.

Payment will be made under:

Pay Item

Guardrail Anchor Units, Type ____
Temporary Guardrail Anchor Units, Type ____

Pay Unit

Each
Each

PORTLAND CEMENT CONCRETE PRODUCTION AND DELIVERY:

(9-15-20)

1000, 1014, 1024

SP10 R01

Revise the 2018 Standard Specifications as follows:

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

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.
<i>Units</i>	<i>psi</i>					<i>inch</i>	<i>inch</i>	<i>lb/cy</i>	<i>lb/cy</i>	<i>lb/cy</i>	<i>lb/cy</i>
AA	4500	0.381	0.426	---	---	3.5 ^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	as needed	as needed	as needed	as needed
Prestressed	per contract	See Table 1078-1	See Table 1078-1	---	---	8.0	---	564	as needed	---	---

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

THERMOPLASTIC INTERMIXED BEAD TESTING:

7-19-22

1087

SP10 R04

Revise the *2018 Standard Specifications* as follows:

Page 10-183, Subarticle 1087-7(B) Thermoplastic Pavement Marking Material Composition, delete line 34 and 35.

Page 10-184, Article 1087-8 MATERIAL CERTIFICATION, delete and replace with the following after line 34:

Drop-on Glass Beads	Type 3 Material Certification and Type 4 Material Certification
Intermix Glass Beads	Type 2 Material Certification and Type 3 Material Certification
Paint	Type 3 Material Certification
Removable Tape	Type 3 Material Certification
Thermoplastic	Type 3 Material Certification and Type 4 Material Certification
Cold Applied Plastic	Type 2 Material Certification and Type 3 Material Certification
Polyurea	Type 2 Material Certification and Type 3 Material Certification

THERMOPLASTIC PAVEMENT MARKING MATERIAL – COLOR TESTING:

3-19-19

1087

SP10 R05

Revise the *2018 Standard Specifications* as follows:

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

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

NON-CAST IRON SNOWPLOWABLE PAVEMENT MARKERS:

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

1086, 1250, 1253

SP10 R08

Revise the *2018 Standard Specifications* as follows:

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

(A) General

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

(B) Housings**(1) Dimensions**

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

(2) Materials

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

(3) Surface

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

(4) Identification

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

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

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

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

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

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

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

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

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

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

(A) General

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

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

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

(B) Reflector Replacement

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

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

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

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

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

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

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

Payment will be made under:

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

MATERIALS FOR PORTLAND CEMENT CONCRETE:

(9-15-20)

1000, 1024

SP10 R24

Revise the *2018 Standard Specifications* as follows:

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

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

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

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

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

GEOSYNTHETICS:

(03-21-23)(Rev. 4-18-23)

1056

SP10 R56

Revise the *Standard Specifications* as follows:

Page 10-77, Article 1056-1 DESCRIPTION, lines 13-16, delete and replace the second sentence in the second paragraph with the following:

Steel anchor pins shall have a diameter of at least 3/16 inch, a length of at least 18 inches, a point at one end and a head at the other end that will retain a steel washer with an outside diameter of at least 1.5 inches.

Page 10-77, Article 1056-2 HANDLING AND STORING, lines 20-21, delete and replace the third sentence in the first paragraph with the following:

Geosynthetics with defects, flaws, deterioration or damage will be rejected by the Engineer.

Page 10-77, Article 1056-3 CERTIFICATIONS AND IDENTIFICATION, lines 25-27, delete and replace the first sentence in the first paragraph with the following:

Provide Type 1, Type 2 or Type 4 material certifications in accordance with Article 106-3 for geosynthetics except certifications are not required for Type 1 through Type 5 geotextiles.

Page 10-77, Article 1056-3 CERTIFICATIONS AND IDENTIFICATION, lines 32-35, delete the second paragraph.

Page 10-77, Article 1056-3 CERTIFICATIONS AND IDENTIFICATION, lines 36-41, delete and replace the third paragraph with the following:

Allow the Engineer to visually identify geosynthetic products before installation. Open packaged geosynthetics just before use in the presence of the Engineer to verify the correct product. Geosynthetics that are missing original packaging or product labels or that have been unwrapped or previously opened will be rejected unless otherwise approved by the Engineer.

Page 10-77, Article 1056-4 GEOTEXTILES, lines 43-45, delete the first paragraph.

Page 10-78, Article 1056-4 GEOTEXTILES, before line 1 and lines 1-5, delete Table 1056-1 and lines 1-5 and replace with the following:

TABLE 1056-1 GEOTEXTILE REQUIREMENTS						
Property^A	Requirement (MARV^A)					Test Method
	Type 1	Type 2	Type 3^B	Type 4	Type 5^C	
<i>Typical Application</i>	<i>Shoulder Drains</i>	<i>Under Rip Rap</i>	<i>Silt Fence Fabric</i>	<i>Soil Stabilization</i>	<i>Subgrade Stabilization</i>	
Elongation (MD & CD)	≥ 50%	≥ 50%	≤ 25%	< 50%	< 50%	ASTM D4632
Grab Strength (MD & CD) ^A	Table 1 ^D , Class 3	Table 1 ^D , Class 1	100 lb	Table 1 ^D , Class 3	—	ASTM D4632
Tear Strength (MD & CD) ^A			—			ASTM D4533
Puncture Strength			—			ASTM D6241
Ultimate Tensile Strength (MD & CD) ^A	—	—	—	—	Table 12 ^D , Class 4A	ASTM D4595
Permittivity	Table 2 ^D , 15% to 50% <i>in Situ</i> Soil Passing 0.075 mm	Table 6 ^D , 15% to 50% <i>in Situ</i> Soil Passing 0.075 mm	Table 7 ^D	Table 5 ^D	Table 12 ^D , Class 4A	ASTM D4491
Apparent Opening Size						ASTM D4751
UV Stability (Retained Strength)						ASTM D4355

A. MD, CD and MARV per Article 1056-3.

B. Minimum roll width of 36 inches required.

C. Minimum roll width of 13 feet required unless otherwise approved by the Engineer for the application.

D. Per AASHTO M 288.

Page 10-78, Article 1056-5 GEOCOMPOSITE DRAINS, before line 9 and lines 9-10, delete Table 1056-2 and lines 9-10 and replace with the following:

Property	Requirement			Test Method
	Sheet Drain	Strip Drain	Wick Drain	
Width	≥ 12"	12" ±1/4"	4" ±1/4"	N/A
In-Plane Flow Rate ^A (with gradient of 1.0 and 24-hour seating period)	6 gpm/ft @ applied normal compressive stress of 10 psi	15 gpm/ft @ applied normal compressive stress of 7.26 psi	1.5 gpm ^B @ applied normal compressive stress of 1.45 psi	ASTM D4716

A. MARV per Article 1056-3.

B. Per foot of width tested.

Page 10-79, Article 1056-5 GEOCOMPOSITE DRAINS, before line 3, delete Table 1056-3 and replace with the following:

Property	Requirement		Test Method
	Sheet Drain	Strip Drain	
Thickness	1/4"	1"	ASTM D1777 or D5199
Compressive Strength ^A	40 psi	30 psi	ASTM D6364

A. MARV per Article 1056-3.

Page 10-79, Article 1056-5 GEOCOMPOSITE DRAINS, before line 6 and lines 6-11, delete Table 1056-4, lines 6-7 and the last paragraph and replace with the following:

Property	Requirement	Test Method
Elongation	≥ 50%	ASTM D4632
Grab Strength	Table 1 ^A , Class 3	ASTM D4632
Tear Strength		ASTM D4533
Puncture Strength		ASTM D6241
Permittivity ^B	0.7 sec ⁻¹	ASTM D4491
Apparent Opening Size (AOS)	Table 2 ^A , > 50% <i>in Situ</i> Soil Passing 0.075 mm	ASTM D4751
UV Stability (Retained Strength)		ASTM D4355

A. Per AASHTO M 288.

B. MARV per Article 1056-3.

For wick drains with a geotextile fused to both faces of a corrugated drainage core along the peaks of the corrugations, use wick drains with an ultimate tensile strength of at least 1,650 lbs. per 4 inch width in accordance with ASTM D4595 and geotextiles with a permittivity, AOS and UV stability that meet Table 1056-4.

Page 10-80, Article 1056-6 GEOCELLS, before line 1 and lines 1-4, delete Table 1056-5 and lines 1-4 and replace with the following:

TABLE 1056-5 GEOCELL REQUIREMENTS		
Property	Requirement	Test Method
Cell Depth	4"	N/A
Fully Expanded Cell Area	100 sq.in. max	N/A
Sheet Thickness	50 mil -5%, +10%	ASTM D5199
Density	58.4 pcf min	ASTM D1505
Carbon Black Content	1.5% min	ASTM D1603 or D4218
ESCR ^A	5000 hr min	ASTM D1693
Coefficient of Direct Sliding (with material that meets AASHTO M 145 for soil classification A-2)	0.85 min	ASTM D5321
Short-Term Seam (Peel) Strength (for 4" seam)	320 lb min	USACE ^C Technical Report GL-86-19, Appendix A
Long-Term Seam (Hang) Strength ^B (for 4" seam)	160 lb min	

A. Environmental Stress Crack Resistance.

B. Minimum test period of 168 hours with a temperature change from 74°F to 130°F in 1-hour cycles.

C. US Army Corps of Engineers (USACE).

MATERIAL AND EQUIPMENT STORAGE & PARKING OF PERSONAL VEHICLES:

11-17-21(Rev. 8-16-22)

1101

SP11 R03

Revise the *2018 Standard Specifications* as follows:

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

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

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

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

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

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

WORK ZONE INSTALLER:

(7-20-21)(Rev. 8-16-22)

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 or other NCDOT approved training provider 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 or other NCDOT approved training provider.

All certification records for qualified work zone installers and flaggers shall be uploaded by the approved training agency or other NCDOT approved training provider to the Department's Work Zone Education Verification App (WZ-EVA) prior to the qualified work zone installer or flagger performing any traffic control duties on the project. For more information about WZ-EVA, see the Work Zone Safety Training webpage.

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

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. 6-20-23)

Z-4

Revise the *2018 Standard Specifications* as follows:

Division 1

Page 1-1, Article 101-2 Abbreviations, line 13, replace " American National Standards Institute, Inc." with "American National Standards Institute".

Page 1-1, Article 101-2 Abbreviations, line 32, replace "Equivalent Single Axis Load" with "Equivalent Single Axle Load".

Page 1-16, Subarticle 102-9(A) General, line 26, replace "10 U.S.C. 2304(g)" with "10 U.S.C. 3205".

Page 1-43, Article 104-13 RECYCLED PRODUCTS OR SOLID WASTE MATERIALS, line 4, replace "104-13(B)(2)" with "104-13(B)".

Page 1-52, Article 106-1 RECYCLED PRODUCTS OR SOLID WASTE MATERIALS, line 25, replace "13 NCAC 7CF.0101(a)(99)" with "29 CFR 1910.1200".

Page 1-79, Article 109-1 MEASUREMENT AND PAYMENT, Test Method prior to line 34, replace "AASHTO M 32" with "AASHTO M 336".

Division 2

Page 2-5, Article 210-2 CONSTRUCTION METHODS, line 21, replace " NCGS §§ 130A-444 to -452" with "NCGS §§ 130A-444 to -453".

Page 2-13, Article 225-2 EROSION CONTROL REQUIREMENTS, line 17, replace "the Sedimentation and Pollution Control Act" with "Article 107-12".

Page 2-20, Subarticle 230-4(B)(3) Reclamation Plan, line 12, replace " Department's borrow and waste site reclamation procedures for contracted projects" with "Department's *Borrow Waste and Staging Site Reclamation Procedures for Contract Projects*".

Page 2-25, Subarticle 235-3(E) Surcharges and Waiting Periods, line 21 and 27, delete "Department's Materials and Tests Unit."

Page 2-27, Article 240-4 MEASUREMENT AND PAYMENT, line 23, replace "Section 225" with "Article 225-7".

Page 2-30, Article 275-4 MEASUREMENT AND PAYMENT, line 33, replace "Section 815" with "Article 815-4".

Division 4

Page 4-18, Subarticle 411-5(C)(3) Coring, line 11, replace "in accordance with ASTM D5079" with "with methods acceptable to the Engineer".

Page 4-50, Article 430-2 MATERIALS, prior to line 15, replace Section “1080-9” with “1080-7”.

Page 4-53, Article 440-2 MATERIALS, prior to line 6, replace Section “1080-9” with “1080-7”.

Page 4-58, Article 442-2 MATERIALS, prior to line 15, replace Section “1080-6” with “1080-12”.

Page 4-59, Subarticle 442-7(A) Blast Cleaning, line 36, replace Article “1080-6” with “1080-12”.

Page 4-76, Article 454-2 MATERIALS, prior to line 24, replace Section “815-2” with “1044”.

Page 4-79, Article 455-2 MATERIALS, prior to line 21, replace Section “815” with “1044”.

Page 4-80, Subarticle 455-3(B) Precast Gravity Wall Designs, line 23 and lines 25-26, replace “AASHTO LRFD specifications” with “*AASHTO LRFD Bridge Design Specifications*”.

Page 4-84, Article 458-5 MEASUREMENT AND PAYMENT, line 31, replace article number “454-1” with “458-1”.

Division 6

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

Page 6-10, Subarticle 609-6(C) Control Charts, line 17, replace Section number “7021” with “7.20.1”.

Page 6-13, Article 609-9 QUALITY ASSURANCE, line 31, replace Section number “7.60” with “7.6”.

Page 6-26, Subarticle 610-13(A)(1) Acceptance for New Construction, line 31, replace Table number “610-7” with “610-8”.

Page 6-29, Subarticle 610-13(B) North Carolina Hearne Straightedge, line 32, replace Table number “610-8” with “610-9”.

Page 6-31, Article 610-14 DENSITY ACCEPTANCE, Specified Density prior to line 30 and line 32, replace Table number “610-6” with “610-7”.

Page 6-37, Article 650-5 CONSTRUCTION METHODS, line 10, replace Section number “9.5(E)” with “9.5.1(E)”.

Page 6-44, Subarticle 660-8(B) Asphalt Mat and Seal, line 40, replace Subarticle number “660-8(A)” with “660-8(C)”.

Page 6-44, Subarticle 660-8(B) Asphalt Mat and Seal, line 42, replace Subarticle number “660-8(C)” with “660-8(A)”.

Division 7

Page 7-11, Subarticle 700-15(E) Compressive Strength, line 5, replace “AASHTO T 23” with “AASHTO R 100”.

Page 7-24, Article 723-4 Very High Early Strength Concrete for Concrete Pavement Repair, line 4, replace “AASHTO T126” with “AASHTO R 39”.

Page 7-24, Article 723-5 MEASUREMENT AND PAYMENT, line 34, replace "Section 225" with “Article 225-7”.

Page 7-24, Article 723-5 MEASUREMENT AND PAYMENT, line 36, replace "Section 270" with “Article 270-4”.

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 8

Page 8-11, Article 815-1 MATERIALS, after line 35, replace “1080-12” with “1080-10”.

Page 8-13, Article 816-1 MATERIALS, after line 28, replace “1080-12” with “1080-10”.

Page 8-17, Article 825-1 Description, line 5, delete “853” and “855”.

Division 10

Page 10-2, Subarticle 1000-3(B) Air Entrainment, line 33, replace “Chase” with “Chace”.

Page 10-4, Subarticle 1000-4(A) Composition and Design, after line 17, replace “T23” with “R100”.

Page 10-4, Subarticle 1000-4(B) Air Entrainment, line 31 and 33, replace “Chase” with “Chace”.

Page 10-4, Subarticle 1000-4(C) Strength of Concrete, line 39 and 41, replace “T 23” with “R 100”.

Page 10-15, Subarticle 1000-11(B) Mixing Time for Central Mixed Concrete, after line 35, replace “T 23” with “R 100”.

Page 10-22, Article 1003-3 COMPOSITION AND DESIGN, line 9, replace “Engineer” with “engineer”.

Page 10-23, Article 1003-4 GROUT REQUIREMENTS, line 16 and 18, replace “T 23” with “R 100”.

Page 10-26, Article 1005-4 TESTING, after line 26, replace “1014-2€(6)” with “1014-2€(6)” in C. of Table 1005-1 footnote and replace “Lightweight^B” with “Lightweight^C”.

Page 10-29, Subarticle 1012-1(B)(4) Flat and Elongated Pieces, line 44, delete “SF9.5A”

Page 10-36, Subarticle 1012-2(E) Toughness (Resistance to Abrasion), line 31, replace “course” with “coarse”.

Page 10-37, Article 1012-4, LIGHTWEIGHT AGGREGATE, line 4, replace Table number “1012-8” with “1012-5”.

Page 10-48, Subarticle 1020-10(A) Mineral Fibers, line 27, replace “Table 1012-5” with “Table 1020-2”.

Page 10-52, Article 1024-5 FLY ASH, line 12, replace “Table 2” with “Table 3”.

Page 10-60, Subarticle 1032-6(F) Joint Materials, line 15, replace “AASHTO M 198” with “ASTM C990” and delete “Type B”.

Page 10-61, Article 1034-3 CONCRETE SEWER PIPE, line 33, replace “AASHTO M 198” with “ASTM C990” and delete “Type A or B”.

Page 10-64, Article 1040-1 BRICK, line 12, replace “ASTM C62” with “ASTM C62 or ASTM C216”.

Page 10-67, Article 1044-7 CORRUGATED PLASTIC PIPE AND FITTINGS, line 24, replace “AASHTO M 294 for heavy duty tubing” with “Article 1032-7 and AASHTO M 252”.

Page 10-68, Subarticle 1046-3(D) Offset Blocks, lines 30-32, delete “Before beginning the installation of recycled offset block, submit the FHWA acceptance letter for each type of block to the Engineer for approval.”

Page 10-69, Subarticle 1046-3(D) Offset Blocks, before line 1, replace “WIRE DIAMETER” with “COMPOSITE OFFSET BLOCKS” as the title of Table 1046-1, delete “Testing” property and associated requirement from Table 1046-1, and replace “Approval” requirement of “Approved for use by the FHWA” with “Approved for use on the NCDOT APL” in Table 1046-1.

Page 10-80, Article 1060-2 FERTILIZER, line 18, replace “North Carolina Fertilizer Law” with “North Carolina Commercial Fertilizer Law”.

Page 10-83, Article 1060-9 WATER, line 9, replace “15 NCAC 2B.0200” with “15A NCAC 02B.0200”.

Page 10-86, Article 1070-3 COLD DRAWN STEEL WIRE AND WIRE REINFORCEMENT, line 23 and 25, replace “M 32” and “M 55” with “M 336”.

Page 10-87, Article 1070-6 DOWELS AND TIE BARS FOR PORTLAND CEMENT CONCRETE PAVEMENT, line 17, replace “AASHTO M 32” with “AASHTO M 336”.

Page 10-88, Subarticle 1070-7(D) Handling, Storage and Transportation, line 40, replace “Section” with “Subarticle”.

Page 10-89, Article 1070-8 SPIRAL COLUMN REINFORCING STEEL, line 21, replace “AASHTO M 32” with “AASHTO M 336”.

Page 10-91, Article 1072-3 BEARING PLATE ASSEMBLIES, line 44, replace “Article 1080-9” with “Article 1080-7”.

Page 10-92, Subarticle 1072-5(A) General, after line 30, replace “SAMPLING REQUIREMENTS FOR HIGH STRENGTH BOLTS, NUTS AND WASHERS” with “SAMPLING REQUIREMENTS FOR HIGH STRENGTH BOLTS, NUTS AND WASHERS TO INCLUDE DIRECT TENSION INDICATORS” as the title of Table 1072-1.

Page 10-95, Subarticle 1072-5(D)(7)(a) Mill Test Report(s), line 18, replace title with “Mill Test Report(s) (MTR)”.

Page 10-95, Subarticle 1072-5(D)(7)(b) Manufacturer Certified Test Report(s), line 24, replace title with “Manufacturer Certified Test Report(s) (MCTR)”.

Page 10-96, Subarticle 1072-5(D)(7)(c) Distributor Certified Test Report(s), line 1, replace title with “Distributor Certified Test Report(s) (DCTR)”.

Page 10-98, Subarticle 1072-5(F) Galvanized High Strength Bolts, Nuts and Washers, line 11, replace “Article 1080-9” with “Article 1080-7”.

Page 10-111, Subarticle 1072-18(B) General, line 24, replace “Structural Welding Code-Reinforcing Steel” with “Structural Welding Code-Steel Reinforcing Bars”.

Page 10-117, Article 1074-1 WELDING, lines 21-22, replace “Structural Welding Code-Reinforcing Steel” with “Structural Welding Code-Steel Reinforcing Bars”.

Page 10-119, Article 1074-7(B) Gray Iron Castings, line 16, replace “M306” with “AASHTO M 306”.

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

Page 10-125, Subarticle 1077-5(B) Testing, line 31, replace “T 23” with “R 100”.

Page 10-131, Subarticle 1078-4(A) Composition and Design, after line 23, in Table 1078-2 replace “T 23” with “R 100”.

Page 10-135, Subarticle 1078-4(J)(2) Mixing Time for Central Mixed Concrete, line 46, replace “Table 1078-2” with “Table 1078-3”

Page 10-136, Subarticle 1078-4(J)(2) Mixing Time for Central Mixed Concrete, after line 17, replace “T23” with “R100”.

Page 10-153, Subarticle 1079-1 PREFORMED BEARING PADS, line 8, replace “MIL-C882-D” with “MIL-C-882-E”.

Page 10-154, Subarticle 1079-2(A) General, line 6, delete “and 1079-2(E)”.

Page 10-156, Article 1080-5 SELF-CURING INORGANIC ZINC PAINT, line 8, replace “AASHTO M 252” with “AASHTO M 300”.

Page 10-156, Article 1080-5 SELF-CURING INORGANIC ZINC PAINT, line 20, replace “AASHTO M 253” with “AASHTO M 300”.

Page 10-156, Subarticle 1080-9(A) Composition, line 40, replace “Tables 1080-7 through 1080-14” with “Tables 1080-1 through 1080-3”.

Page 10-157, Subarticle 1080-9(B) Properties, line 5, replace “Tables 1080-7 through 1080-14” with “Tables 1080-1 through 1080-3”.

Page 10-157, Subarticle 1080-9(B) Properties, line 35, replace “Materials and Tests Standards CLS-P-1.0” with “*Structural Steel Shop Coatings Program*”.

Page 10-159, Subarticle 1080-9(E) Color Variation, Table 1080-1, replace “ASTM D1159” with “ASTM D1199”.

Page 10-159, Subarticle 1080-9(E) Color Variation, Table 1080-1, replace “NCDOT M&T P-10” with “ASTM D6280”.

Page 10-161, Subarticle 1080-9(E) Color Variation, Table 1080-3, replace “ASTM D13278” and “ASTM D3278”.

Page 10-161, Subarticle 1080-9(E) Color Variation, Table 1080-3, replace “NCDOT M&T P-10” and “Structural Steel Shop Coatings Program”.

Page 10-161, Subarticle 1080-9(E) Color Variation, Table 1080-3, add Test Method “ASTM D4400” for the Leneta Sag Test property in Table 1080-3.

Page 10-161, Subarticle 1080-9(E) Color Variation, Table 1080-3, add Test Method “ASTM D523” for the Gloss, Specular property in Table 1080-3.

Page 10-161, Subarticle 1080-9(E) Color Variation, Table 1080-3, replace Test Method “ASTM” with “ASTM E70” for the pH property in Table 1080-3.

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”.

Page 10-166, Subarticle 1081-1(E) Prequalification, line 24, replace “Value Management Unit” with “Product Evaluation Program”.

Page 10-168, Subarticle 1081-3(A) Physical Requirements, after line 25, replace “Subarticle 1081-4(B)” with “Subarticle 1081-3(B)” in Table 1081-2.

Page 10-168, Subarticle 1087-2(A) Paint Composition, lines 19-20, replace “Federal Specification TTP 1952F” with “Federal Specification TT-P-1952”.

Page 10-200, Subarticle 1090-1(C) Anchor Bolts, line 38, replace ASTM number “A325” with “F3125”.

Page 10-202, Subarticle 1091-3(F) Solid Wall HDPE Conduit, line 5, replace “, Table 1091-1, 1091-2 and 1091-3” with “and Table 1091-1”.

Page 10-208, Subarticle 1094-1(A) Breakaway or Simple Steel Beam Sign Supports, line 19, replace ASTM number “A325” with “F3125”.

Page 10-209, Subarticle 1094-1(D) Steel Square Tube Posts, line 10, replace ASTM number “A123” with “A653”.

Page 10-209, Subarticle 1094-1(E) Wood Supports, line 17, replace “Article 1082-2 and 1082-3” with “Section 1082”.

Page 10-212, Subarticle 1098-1(H) Electrical Service, line 21, replace “NEMA Type 3R” with “NEMA 3R”.

Page 10-212, Subarticle 1098-1(H) Electrical Service, line 36, replace “UL Standard 231” with “UL Standard UL-231”.

Page 10-212, Subarticle 1098-1(H) Electrical Service, line 37, replace “UL Standard 67” with “UL Standard UL-67”.

Page 10-224, Subarticle 1098-14(H)(1) Type I – Pedestrian Pushbutton Post, line 3, replace ASTM number “325” with “F3125”.

Page 10-224, Article 1098-16 CABINET BASE ADAPTER/EXTENDER, line 33, replace Section number “6.7” with “6.8”.

Division 14

Page 14-11, Subarticle 1401-2(B) Lowering Device, line 36, replace Military Specification “MIL-W-83420E” with “MIL-DTL-83420”.

Page 14-22, Article 1412-2 MATERIALS, line 29, replace UL Standard “1572” with “1598”.

Division 15

Page 15-6, Subarticle 1510-3(B) Testing and Sterilization, line 40, replace Section number “4.4.3” with “4.4”.

Page 15-14, Article 1525-2 MATERIALS, line 9, replace “AASHTO M 198” with “ASTM C990”.

Page 15-14, Article 1525-2 MATERIALS, lines 17-18, delete “in the Grout Production and Delivery provision”.

Page 15-19, Article 1550-2 MATERIALS, line 16, replace “*AASHTO LRFD Bridge Design Specifications*” with “*AASHTO LRFD Bridge Construction Specifications*”.

Division 16

Page 16-9, Article 1630-3 MEASUREMENT AND PAYMENT, line 7, replace "Section 225" with “Article 225-7”.

Page 16-9, Article 1630-3 MEASUREMENT AND PAYMENT, line 8, replace "Section 230" with “Article 230-5”.

Page 16-16, Article 1637-5 MEASUREMENT AND PAYMENT, line 17, replace "Section 310" with “Article 310-6”.

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

GEOTECHNICAL

GABION RETAINING WALL (SPECIAL)

GT-1.1 - GT-1.7

AGGREGATE SUBGRADE (SPECIAL)

GT-2.1 - GT-2.1

DocuSigned by:
Geotechnical Engineering Unit
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GABION RETAINING WALL:**(SPECIAL)****Description**

The work in this Special Provision governs the construction of the Gabion Retaining Walls in accordance with the details and dimensions shown on the plans and this special provision. The term gabion is used generically in this special provision to refer to any proprietary system able to satisfy this special provision and the contract plans.

Gabions are baskets manufactured from 8x10 double twisted hexagonal woven steel wire mesh, as per ASTM A975-97. Gabions are filled with stones at the project site to form gravity retaining walls. The gabion is divided into cells by diaphragms positioned at approximately 3 foot centers. To reinforce the structure, all mesh panel edges are selvedged with a wire having a greater diameter. The steel wire used in the manufacture of the gabions is heavily zinc coated soft temper steel. A polyvinyl chloride (PVC) coating is then applied to a nominal thickness of 0.02 inch to provide additional protection.

Gabions are manufactured and shipped with all components mechanically connected at the production facility.

Work Experience

Assign a field supervisor with experience on at least three projects of similar scope to this project, completed over the past five years. The on-site foreman must have completed three projects within the last five years involving gabion installations of similar scope and size. The Department may suspend the retaining wall construction work if the Contractor substitutes unqualified personnel and the Contractor shall be liable for additional costs resulting from the suspension.

Submit the above experience qualifications list and personnel list for approval with the bid documents.

Preconstruction Meeting

Conduct a retaining wall preconstruction meeting with the field supervisor, the on-site foreman, the Resident Engineer and/or his or her representatives, the Area Roadway Engineer and the Geotechnical Operations Engineer to discuss construction and inspection of the gabion retaining wall.

Materials

All materials shall be as specified or better, and approved by the Engineer. Submit requests for substitutions to the Engineer 14 days before intended installation. Materials used for the construction of the gabion retaining wall must satisfy the following requirements:

(A) Wire

Use wire for the manufacture of the gabions and lacing wire that has a maximum tensile strength of 75,000 psi (515 MPa) as per ASTM A641/A641-03. Perform all tests on the wire prior to manufacturing the mesh. Use wire that complies with ASTM A975-97, style 3 coating, galvanized and PVC coated steel wire.

(B) Woven Wire Mesh Type 8x10

Use mesh and wire for the manufacture of the gabions with characteristics that meet the requirements of ASTM A975-97 Table 1, Mesh type 8x10 and PVC coated. The nominal mesh opening, D = 3.25 in. (83 mm.) The minimum mesh properties for strength and flexibility shall be in accordance with the following:

- (1) A minimum Mesh Tensile Strength of 2,900 lb/ft when tested in accordance with ASTM A975-97 section 13.1.1 is required
- (2) A minimum Punch Test resistance of 5,300 lb when tested in compliance with ASTM A975-97 section 13.1.4 is required.
- (3) A minimum Connection to Selvedges of 1,200 lb/ft when tested in accordance with ASTM A975-97 is required.

(C) Polyvinyl Chloride (PVC) Coating

The technical characteristics and the resistance of the PVC to aging shall meet the relevant standards. The main values for the PVC material are as follows:

- (1) The initial property of the PVC coating shall be in compliance with ASTM A975-97 section 8.2.
- (2) Prior to UV and abrasion degradation, the PVC polymer coating shall have a projected minimum durability of 60 years when tested in accordance with UL 746B Polymeric Material – Long Term Property Evaluation for heat aging test.

(D) Fabrication at Manufacturing Facility

Manufacture and ship gabions with all components mechanically connected at the production facility. The front, base, back, and lid of the gabions shall be woven into a single unit. Factory connect the ends and diaphragm(s) to the base. Selvedge all perimeter edges of the mesh forming the basket and top, or lid, with wire having a greater diameter. The gabion is divided into cells by means of diaphragms positioned at approximately 3 foot centers. Secure the diaphragms in position to the base so that no additional lacing is necessary at the jobsite.

(1) Lacing Wire

Use lacing wire meeting all of the physical characteristics outlined herein and having a minimum diameter of 0.127 inch

(2) Ring Fasteners

Stainless steel ring fastener may be used instead of, or to compliment the lacing wire. Use ring fasteners meeting the requirements of ASTM A975-97 section 6.3. Use ring fasteners with a minimum open dimension of 1.75 inch, a maximum closed diameter of 0.75 inch, and a nominal overlap of one in. after closure. Do not exceed a spacing of 6 inches between each ring fastener.

(3) Preformed Stiffeners

Use preformed stiffeners manufactured for supporting the exposed face of a gabion. The exposed face is any side of a gabion cell that will be exposed or unsupported after the structure is completed.

(4) Cross Tie/ Stiffener Wire

Cross tie/stiffener wire may be used instead of or to compliment the preformed stiffeners. Use cross tie/stiffener wire (lacing wire) meeting all of the physical characteristics outlined herein and having a minimum diameter of 0.127 inch.

(E) Aggregate

Aggregate for gabions shall be hard, angular to round, durable and of such quality that they shall not disintegrate on exposure to water or weathering during the life of the structure. Not more than 5% by weight of clean spalls resulting from loading and shipment will be allowed in any truckload. The rock may be unwashed quarry material provided it meets all requirements of these special provisions and is placed in conformance with all requirements of the Department's construction permits (including water quality requirements).

The minimum unit weight of the aggregate shall be 164 pounds per cubic foot (saturated surface dry) and the absorption shall be less than 4%. Use aggregate that ranges in dimension from a minimum of 4 inches to a maximum of 8 inches. The range in sizes shall allow for a variation of 5% oversize and/or 5% undersize stone, provided it is not placed on the gabion exposed surface. The size shall be such that a minimum of three layers of rock are achieved when filling the gabion. Submit to the Resident Engineer, testing results and certification that all proposed construction materials meet all requirements of the *2018 Standard Specifications* prior to construction.

Only crystalline rock obtained by quarrying shall be allowed.

Rock containing organic matter or soft, friable particles in quantities considered objectionable to the Engineer will be rejected.

(F) Geotextile

Provide Type 2 geotextile for filtration geotextiles and as shown on plans. See Section 1056 of the Standard Specifications.

(G) Select Material, Class II Type 1

Description

Use Select Material, Class II Type 1 for backfilling behind Gabion Retaining Walls in accordance with the contract. For this provision, "Select Class II Granular", "Class II Type 1 Select Material" or "Select Material, Class II" are synonymous with Select Material, Class II Type 1.

Materials

Refer to Division 10 of the Standard Specifications

Item

Select Material, Class II Type 1

Section

1016

Construction Methods

Use Select Material, Class II Type 1 for backfilling behind Gabion Retaining Wall in accordance with the slopes, dimensions and elevations shown on the plans and Section 1016 of the Standard Specifications.

Construction Methods

The Contractor shall use reasonable care in handling, assembling and installing the gabions to prevent damage including damage to the PVC coating. Gabions damaged shall be repaired in a manner satisfactory to the Engineer or replaced at no cost to the Department.

(A) Excavation

Excavate as necessary for Gabion Retaining Walls in accordance with the accepted submittals. If applicable and at the Contractor's option, use temporary shoring for wall construction instead of temporary slopes to construct Gabion Retaining Walls. Define "temporary shoring for wall construction" as temporary shoring not shown in the plans or required by the Engineer including shoring for OSHA reasons or the Contractor's convenience.

When separation geotextiles are required, overlap adjacent geotextiles at least 18" and hold separation geotextiles in place with wire staples or anchor pins as needed.

(B) Assembly

Gabions are supplied folded flat and packed in bundles. The units are assembled individually by erecting the sides, ends, and diaphragms, ensuring that all panels are in the correct position, and the tops of all the sides are aligned. First, connect the four corners, followed by the internal diaphragms to the outside walls. Use lacing wire or fasteners for all connections.

The procedure for using lacing wire consists of cutting a sufficient length of wire, and first looping and/or twisting to secure the lacing wire to the wire mesh. Proceed to lace with alternating double and single loops through every mesh opening approximately every 6 in (150 mm), pulling each loop tight and finally securing the end of the lacing wire to the wire mesh by looping and/or twisting.

(C) Installation

After initial assembly, the gabions shall be carried to their final position and are securely joined together along vertical and top edges of their contact surfaces using the same connecting procedure(s) previously described. Whenever a structure requires more than one layer, the upper empty baskets shall also be connected to the top of the lower layer along the front and back edges of the contact surface using the same connecting procedure(s) previously described.

(D) Filling Gabions

Fill gabions with aggregate as specified above. During the filling operation some manual rock placement may be required to minimize voids. The exposed faces of vertical structures may be carefully hand-placed to give a neat, flat and compact appearance. Care shall be taken when placing fill material to ensure that the sheathing on the PVC coated baskets is not damaged.

Fill the cells in stages so that local deformation is avoided. Do not fill any one cell to a depth exceeding one foot higher than an adjoining cell. It is also recommended to slightly overfill the baskets by 1 to 2 inches to allow for settlement of the aggregate. Compact the backfill material behind gabion walls simultaneously to the same level as the filled gabions.

(E) Preformed Stiffeners/Internal Connecting Wires

For gabions, use preformed stiffeners or lacing wire as internal connecting wires when a structure requires more than one layer of gabions to be stacked on top of each other. Connect internal connecting wires to the exposed face of a cell to the adjacent side of the cell. Preformed stiffeners shall be installed at 45 degree to the face/side of the unit, extending an equal distance along each side to be braced (approximately one foot). Cross tie/stiffener wire (lacing wire) may be used instead of, or to compliment to preformed

stiffeners. An exposed face is any side of a gabion cell that will be exposed or unsupported after the structure is completed.

(F) 3 Feet High Gabions

The Contractor shall fill 3 feet gabions in three layers, one foot at a time. Install preformed stiffeners/connecting wire after the placement of each layer, that is, at one foot high and 2 feet high.

(G) 1.5 Feet High Gabions

1.5 feet high gabions do not require preformed stiffeners/connecting wire unless the baskets are used to build vertical structures and turned on their side. In some cases, these units shall be filled in two layers, 9 inches at a time. Connecting wires shall be installed after the placement of the first layer, which is 9 inches high.

(H) Lid Closing

Once the gabion baskets are completely full, the Contractor shall pull the lids tight until the lid meets the perimeter edges of the basket. A tool such as a lid closer may be used. Tightly lace and/or fasten the lid along all edges, ends, and tops of diaphragm(s) in the same manner previously described.

(I) Mesh Cutting and Folding

Where shown on the plans or other areas as directed by the Engineer, the Contractor shall cut the gabion, fold and fasten together to suit the existing site conditions. Cleanly cut the mesh, fold back the surplus mesh, and neatly wire to an adjacent basket face. Securely fasten the cut edges of the mesh with lacing wire or fasteners in the manner previously described. Assemble, install, fill and close any reshaped gabion baskets as specified in the previous sections.

Measurement and Payment

Gabion Retaining Wall will be measured and paid as the actual number of square feet of exposed face area incorporated into the completed and accepted wall. The wall height is measured as the difference between the top and bottom of the wall. The bottom of wall is defined as the point where the finished grade intersects the front of the wall. The top of the wall is defined as the top elevation of the completed wall including any height from the concrete coping.

No separate payment will be made for temporary shoring for wall construction. Temporary shoring for wall construction will be incidental to the contract unit price for Gabion Retaining Wall.

GT-1.7

Select Material, Class II Type 1 will be measured and paid for in cubic yards. Select Material, Class II Type 1 will be measured by in place measurement in accordance with Article 230-5 or by weighing material in trucks in accordance with Article 106-7 of the Standard Specifications. The contract unit prices for Select Material, Class II Type 1 will be full compensation for providing, hauling, handling, placing, compacting, and maintaining Select Material, Class II Type 1.

Such price and payment will be full compensation for all items required to provide the gabion retaining walls, including, but not limited to, those items contained in this special provision and any other items, labor or material required.

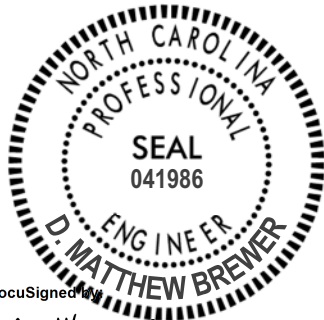
Payment will be made under:

Pay Item

Gabion Retaining Wall
Select Material, Class II Type I

Pay Unit

Square Foot
Cubic Yard



06/02/2023

DocuSigned by
D. Matthew Brewer
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AGGREGATE SUBGRADE

(SPECIAL)

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.



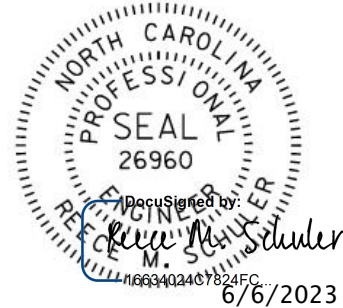
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06/07/2023

Project: 17BP.14.R.212

UC-1

County: Jackson- TWSA

PROJECT SPECIAL PROVISIONS
Utility Construction



(Seal)

1318 Patton Avenue, Suite F
Asheville, North Carolina 28806
Tel: (828) 253-2796 / Fax: (828) 253-4864

DOCUMENT NOT CONSIDERED FINAL
UNLESS ALL SIGNATURES COMPLETED

Revise the 2018 Standard Specifications as follows:

Division 10-Materials

Division 10, Section 1034, Sanitary Sewer Pipe and Fitting

Page 10-61, Sub-article 1036-1 General

Add the following sentences:

All materials for the sewer system shall be in accordance with these Special Provisions, standard details and specifications in effect at the time of bid.

Page 10-61, Sub-article 1034-1 Clay Pipe

Add the following sentences:

Clay pipe shall not be used for sewer pipe unless approved in writing by the utility owner. All sewer pipes shall be PVC or Ductile Iron as specified herein.

Page 10-61, Sub-article 1034-4 Ductile Iron Pipe (A) Gravity Flow Sewer Pipe

Add the following sentences:

All ductile iron pipe and fittings shall be in strict accordance with ANSI A21.51 and AWWA C151, Class 50 or Class 51, as applicable, in every respect. The working pressure shall be a minimum of 200 psi. Pipe shall be furnished in 18 or 20-foot lengths. All pipe joints used in open trench construction shall be furnished with "push-on" joints, unless otherwise indicated on the drawings or specified. All joints and fittings shall be in accordance with ANSI A21.11 and AWWA C111. The exterior pipe surfaces shall be protected with asphaltic coating as specified in AWWA C151 and C110.

Mechanical Joint Fittings: Joints shall be installed in accordance with AWWA C600 and shall conform to AWWA C111. Mechanical joints shall be of the stuffing box type and shall conform to ANSI A21.11 for four-inch (4") pipe and larger. Fittings and specials shall be ductile iron and shall

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be manufactured in accordance with AWWA C110 (ANSI A21.11). Compact fittings shall be ductile iron in accordance with ANSI A 21.53 (AWWA C153) for 4" thru 24" sizes only. Pressure rating shall be not less than 200 psi unless otherwise specified. Mechanical joint fittings shall be used on ductile iron mains and ductile iron laterals.

(B) Pipe to Manhole Connector (Boot):

The connector assembly shall be the sole element to provide a watertight seal of the pipe to the manhole or other structure. The connector shall consist of a rubber gasket, an internal compression sleeve, and one or more external take-up clamps. The connector shall consist of natural or synthetic rubber and Series 300 non-magnetic stainless steel. No plastic components shall be allowed.

The pipe to manhole connector shall be PSX: Direct Drive as manufactured by Press-Seal or approved equal.

Section 1036, Water Pipe and Fittings**Page 10-62, Sub-article 1036-1 General**

Add the following sentences:

All materials for the TWSA water system shall be in accordance with these Special Provisions and the standard details in effect at the time of bid.

Page 10-62, Sub-article 1036-3 (B) Polyethylene (PE) Pipe

Replace with the following:

PE pipe may be used for water services. All 1" & 2" water services shall be DR9 or as specified herein.

PE water pipe shall meet the requirements of ASTM D2737, AWWA C901, and NSF Standards 14 and 61. Pipe dimensions shall meet Iron Pipe Size (IPS) standards.

The PE tubing material shall be high density polyethylene conforming to the minimum requirements of cell classification 445574E, as defined and described in ASTM D3350. The resin shall have a material designation code of PE4710 by the Plastic Pipe Institute.

The pipe shall be DR 9, with a minimum pressure rating of 250 psi. Fittings for the PE water pipe shall be cast brass compression fittings, made to the PE water pipe dimension. All brass fittings shall have a 300-psi minimum pressure rating.

High Density Polyethylene (HDPE) Pipe for Horizontal Directional Drilling Applications:

The diameter and wall thickness shall comply with the appropriate ASTM Specification and the class of pipe designated on the Drawings.

DI/HDPE Transition Fitting:

The DI/HDPE mechanical joint adaptor shall consist of a molded or fabricated HDPE mechanical joint transition fitting, rubber gasket, a mechanical joint backup drive ring and mechanical joint

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tee bolts. Pipe stiffeners shall be employed to support the interior wall of the HDPE. The stiffeners shall support the pipe's end and control the "necking down" reaction to the pressure applied during normal installation. The pipe stiffeners shall be formed of 304 or 316 stainless steel, with a wedged style design to fit the HDPE manufacturers published average inside diameter of the specific size and DR of the HDPE.

Page 10-63, Sub-article 1036-5 Ductile Iron Pipe and Fittings

Replace with the following:

(A) Pressure Class Pipe

All ductile iron pipe shall be four inches (4") and larger. All ductile iron pipe shall be designated as "Pressure Class", unless otherwise specified. The pipe furnished shall have a minimum thickness calculated in accordance with ANSI A 21.50(AWWA C150), with a factor of safety of two (2); a working pressure of 150 psi to 350 psi, plus 100 psi water hammer allowance; and AASHTO H-20 live truck load with 2.5 feet of cover. In no case shall "Pressure Class" pipe's nominal thickness be less than the following:

SIZE (In.)	PRESSURE CLASS	NOMINAL THICKNESS (In.)
4	350	0.25
6	350	0.25
8	350	0.25
10	350	0.26
12	350	0.28
16	250	0.30
24	250	0.37

(B) Thickness Class Pipe

For aerial crossings and other specific situations designated within these Specifications and/or by the TWSA, the ductile iron pipe shall be Thickness Class, as specified on the plans and standard details. The minimum thickness class for four (4) inch water mains shall be Class 51. The minimum thickness class for pipe diameters six (6) inches and larger shall be Class 50. All thickness class pipe shall be in accordance with ANSI A21.51 and AWWA C151, with a minimum working pressure of 200 psi.

(C) Joint Types

Joints shall be mechanical joint or push on joint, unless otherwise indicated, conforming to AWWA C600 and AWWA C111. Mechanical joints shall be of the stuffing box type and shall conform to ANSI A21.11 for four-inch (4") pipe through 12-inch pipe. Push on joints, rubber gaskets and lubricant shall conform to ANSI A21.11.

(D) Fittings

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Fittings and specials shall be ductile iron and shall be manufactured in accordance with AWWA C110 (ANSI A21.11). Compact fittings shall be mechanically restrained, ductile iron in accordance with AWWA C153 (ANSI A 21.53) for 4" through 12" sizes only. Where thrust blocking is used, fittings shall be full body ductile iron in accordance with ANSI A 21.53 (AWWA C110). Pressure rating shall be not less than 200 psi unless otherwise specified. Where bosses are used, the pipe shall be a minimum Pressure Class 250 for sizes exceeding 24 inches and larger.

(E) Linings and Coatings

All ductile iron pipe and ductile iron-cast iron fittings and specials shall be lined with standard thickness cement mortar lining and asphaltic seal coat in accordance with ANSI A21.4 (AWWA C104). Pipe and fittings shall have an outside asphaltic coating as specified in AWWA C151 and C110, respectively. The coating shall be strongly adherent to the pipe at all temperatures.

Page 10-63, Sub-article 1036-6 Fire Hydrant

Replace with the following:

All fire hydrants shall be dry barrel, traffic type and conform to the latest revision of AWWA C502 except as listed below or as otherwise directed by the TWSA. All working parts shall be bronzed. The size of the fire hydrants (designated by the nominal diameter of the valve opening) shall not be less than four and one-half inches (4 1/2"). All hydrants shall be able to deliver 1,000 gallons per minute with a friction loss of not more than five (5) pounds per square inch total head loss through the hydrant. Hydrants shall be of compression type (opening shall be of such design that when the barrel is broken off the hydrant valve will remain closed and reasonably tight against leakage). All hydrants shall be mechanical joint to accommodate the spigot end of six-inch (6") Class 150, AWWA Standard, ductile iron pipe. Bosses (6") may be substituted for tees in pipe sizes exceeding 24 inches in diameter. The boss shall be welded to the bottom of the main to provide effective flushing of the system.

All hydrants shall be furnished with two (2) two and one-half inch (2 1/2") nozzles and one (1) four and one-half inch (4 1/2") pumper nozzle. Outlets shall have American National Standard fire hose coupling thread, in accordance with the TWSA standard and shall be provided with nozzle caps securely chained to the body of the hydrant. The base of the hydrant shall have two (2) cast lugs suitable for use in strapping the hydrant to the connecting pipe. The operating nut shall be pentagonal in shape, finished with a slight taper to one and one-half inches (1 1/2") from point to flat to conform to the standard now in use by the TWSA. All hydrants shall open left or counter-clockwise. Hydrants shall be suitable for working pressure of one hundred and fifty (150) pounds per square inch and test pressure of twice the working pressure. Fire hydrants shall be specific models manufactured by Mueller Company (Model A421 Super Centurion 250), Clow Corporation (Medallion), East Jordan Iron Company (Watermaster ®) or approved equal. The interior of the hydrant shoe shall be coated with a 4-mil thickness FDA approved epoxy coating. Paint hydrants with one coat of primer paint and two coats of an approved paint of the Owner's standard color. Apply the final coat after hydrant installation.

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Page 10-63, Sub-article 1036-7 (A) Gate Valves

Replace with the following:

All manually operated valves 4" and larger shall be ductile iron or cast-iron body resilient wedge type gate valves conforming to ANSI/AWWA C509 for resilient seat-type valves or to ANSI/AWWA C515 for reduced-wall, resilient seat gate valves. Valve connections shall be as required for the piping in which they are installed and shall conform to ANSI/AWWA C111/A21.11. Gate valves shall have a design working water pressure of 250 psi.

All valves shall have triple "O" ring stem seals. The design and machining of valves shall be such as to permit the replacement of the upper two (2) "O" rings without undue leakage while the valve is wide open and in service. The wedge shall be ductile iron encapsulated in nitrile rubber (4"-12") sizes and SBR rubber (14"-24") sizes. All internal and external surfaces of the valve body and bonnet shall have a fusion bonded epoxy coating complying with ANSI/AWWA C550 applied electrostatically prior to assembly, conforming to ANSI/AWWA C550. Valves shall have a clear waterway equal to the full nominal diameter of the valve. All valves shall be tested for leakage and distortion in strict accordance with the latest revision of ANSI/AWWA C500.

For buried service, gate valves shall have non-rising stems, 2-inch square operating nuts and shall open by turning counter clockwise. The operating nut shall have an arrow cut in the metal, indicating the direction of opening.

Gate valves installed in meter vaults shall have a wheel in lieu of a square operating nut and shall also have a non-rising stem. The wheel shall have an arrow cut in the metal indicating the direction of opening. Flanges shall not be buried. An approved pit shall be provided for all flange connections.

All valves shall be manufactured in strict accordance with the latest specifications of the ANSI/AWWA. Valves shall be manufactured by: Mueller Company, Clow Corporation, M&H or approved equal. Certification shall be furnished to the TWSA by the manufacturer that all valves are in accordance with TWSA standards. Where specified on the plans and approved by the TWSA, resilient valves shall be supplied with gearing. Spur gearing for valves installed in a vertical position and bevel gearing for valves installed in a horizontal position.

Page 10-63, Sub-article 1036-7 (B) Bronze Gate Valves

Replace with the following:

Bronze gate valves shall not be used. All valves smaller than 4" shall be ball valves.

Page 10-63, Sub-article 1036-7 (C) Tapping Valves

Replace with the following:

Use tapping valves conforming to Sub-article 1036-7(A) with appropriately sized openings, with flanged by mechanical joint ends and pressure rated at 250 psi.

Resilient seated tapping valves shall be furnished with the tapping flange having a raised face or lip designed to engage the corresponding recess in the tapping sleeve flange in accordance with MSS-SP60. Tapping valves without the raised face on the tapping flange are not permitted since they do not assure the proper alignment required to prevent damage by a misaligned shell cutter. The

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interior of the waterway in the body shall be a full opening and capable of passing a full-sized shell cutter equal to the nominal diameter of the valve.

Page 10-63, Sub-article 1036-8 (A) Tapping Sleeves

Replace with the following:

Water tapping sleeves shall be ductile iron mechanical joint or type 304 stainless steel full gasket and have a minimum working pressure of 150 psi for all tapping of mains up to and including 24" inch diameter with a branch less than or equal to 12" diameter. Branch diameter greater than 12" on 16" diameter pipe and larger shall require full body ductile iron mechanical joint tapping sleeve.

Ductile iron mechanical joint tapping sleeves shall be as manufactured by Clow, M&H, Mueller, American, or an approved equal and shall be furnished with complete joint accessories. The mechanical joint sleeve shall be compatible with type and class of pipe being tapped. The outlet flange shall be class 125 per ANSI B16.1 compatible with approved tapping valves.

Stainless steel tapping sleeves shall be as manufactured by Romac, Smith-Blair, Mueller or approved equal, and shall be furnished with all accessories. The sleeve, lugs, bolts and nuts shall be 18-8 type 304 stainless steel, as provided by the manufacturer. The outlet flange shall be ductile iron or stainless steel. The gasket shall be a grid pattern design and shall provide full circumferential sealing around pipe to be tapped. The sleeve shall include a 3/4 NPT test plug. All welds shall be passivated. The outlet flange shall be class case D per AWWA C207-ANSI 150 lb. drilling compatible with approved tapping sleeves.

The tapping sleeve and valve shall be in accordance with the standard details.

Page 10-63, Sub-article 1036-8 (B), Transition Sleeves and Couplings:

Add the following material to this sub-article:

Use mechanical joint full body solid sleeves conforming to MJ fittings of this special provision of 1036-5. Sleeve shall be rated for 250 psi working pressure.

Use concrete thrust restraints with the transition coupling in locations where the engineer is showing a transition to HDPE.

Page 10-64, Sub-article 1036-9 Service Line Valves and Fittings

Replace with the following:

(A) Ball Valves

For all valves smaller than four inches (4"), including corporation stops and curb stops, ball valves shall be used.

Ball valves shall be all bronze construction, with tee head operator and having a removable disc. Ball valves shall have threaded connections, in accordance with TWSA standard details. Ball valves shall be manufactured and tested in accordance with AWWA/ANSI C800. The valve shall be equipped with packing nut, gland, and packing material. Ball valves shall be of an approved type

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made from approved materials conforming to ASTM Specifications and shall also meet the approval of the TWSA. The turn required to travel from fully closed to fully open on the ball valve shall be 90 degrees.

(B) Water Service Saddles

All water service saddles for use on 2-inch PVC shall be 1” brass saddles as manufactured by Ford, or approved equal.

Water service saddles for 1 and 2-inch taps on 4, 6, 8, 12-inch and larger size PVC and asbestos-cement (AC) and also 4-inch and larger size iron pipe shall be ductile iron with stainless steel strap(s), bolts, nuts and washers. Ford or approved equal shall be used. Stainless steel straps must be pre-formed at the factory to the specified outside diameters of the pipe.

Water service saddles with 2-inch outlet shall be double strap.

Water service saddles for pipe sizes 12-inch through 24-inch shall be double strap.

Water service saddles for pipe sizes exceeding 24-inches shall be as specified by the utility owner.

(C) Fittings

Use cast brass compression type fittings manufactured for use with copper, as applicable, and conforming to ANSI/AWWA C800 and local plumbing codes. All brass fittings shall have a 300 psi minimum pressure rating.

Division 15, Section 1500-General Utility Requirements**Page 15-1, Sub-article 1500-1 Description**

Add the following sentences:

Construction of all water and sewer systems shall be in accordance with the standard details and Special Provisions in effect at the time of bid.

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

add the following sentences:

The utility owner is the Tuckasegee Water and Sewer Authority (TWSA). The contact person is Mr. Daniel Manring and can be reached by phone at (828) 586-5189.

TWSA shall be notified 48-hours prior to any water and/or sewer lines being installed.

TWSA shall be notified 48-hours prior to any testing.

Any tests not witnessed by TWSA will not be accepted.

Add the following provision for fire hydrant accessibility:

Existing fire hydrants shall be accessible to the Fire Department at all times. Fire hydrants shall not be taken out of service without the utility owner’s written approval. The Fire Department shall be notified of any fire hydrant taken out of service.

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If the fire hydrants are in need of replacement, relocation, or connected to a new water main, utility owner, the Engineer, and the appropriate Fire Department shall be notified and coordinated with prior to commencing work. Fire hydrants shall not be removed from service without prior approval from the utility owner.

Contractor shall notify the applicable Fire Department of when and what area they will be working. Contractor shall notify the Fire Department a minimum of 48 hours prior to commencing work. The Contractor shall coordinate with the appropriate Fire Department regarding the placement of the temporary fire hydrants.

Page 15-1, Add Sub-article 1500-5-A, Crossing Existing or Proposed Utilities:

Add the following sub-article:

The Contractor shall conduct their operations so that the following requirements are adhered to:

1. Underground telephone, cable TV, and gas utilities or conduit banks shall be crossed maintaining a minimum of 12-inch separation or clearance.
2. Electrical crossings shall be performed while the conductor is de-energized and at all times in the presence of the utility owner. Electrical crossings shall be in accordance with NESC requirements. Electrical primary conductor crossings shall be as follows:
 - a. Crossing over a conductor, maintain a minimum of 12-inches of undisturbed soil encasing the conductor.
 - b. Crossing under a conductor shall be accomplished by boring, maintaining 12-inches of undisturbed soil encasing the conductor.

Page 15-2, Sub-article 1500-9 Placing Pipelines into Service

Add the following sentences:

Prior to final inspection, all sanitary sewer laterals, mains, and manholes newly installed on the collection system shall be flushed and cleaned. Prior to beginning the flushing operation, the downstream manhole invert out pipe shall be plugged with a watertight plug to protect the existing sewer main. All water and debris shall be removed and properly disposed of by the Contractor. This condition shall be maintained until the utility owner issues final acceptance for the project.

Upon completion of the work on the water and/or sewer utilities and prior to acceptance of the utility lines by utility owner, the Contractor shall ensure the following:

Water Work:

- Verify all valves are fully open.
- Verify all valves are accessible and can be operated.

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Page 15-2, Sub-article 1500-9 Placing Pipelines into Service:Testing and Disinfection

The Contractor shall coordinate and fully cooperate with the Engineer when scheduling testing. The Contractor shall provide a minimum of two (2) business days' notice when scheduling testing with the Engineer. All testing shall be in accordance with these special provisions.

All temporary water piping, newly lined mains, and newly installed mains shall be flushed and disinfected prior to placing into service. The Engineer shall take the appropriate sample(s) to TWSA lab for analysis. Upon successful completion of the disinfection process, the water lines can be placed into service. Disinfection shall be in accordance with these special provisions.

The Contractor shall provide all equipment, materials, personnel, traffic control and all means necessary to perform all testing and inspection at no additional costs to the Department. If the same line segment fails the required testing more than two (2) times, TWSA will charge a fee of \$100.00 per test, beginning with the third attempt, until a passing test achieved.

NCDEQ limits the amount of chlorinated water that may be allowed to enter a live stream, creek, etc. or other body of water (lake, pond, etc.). The acceptable level of residual chlorine is less than 0.2 parts per million. The Contractor is responsible for reducing the residual chlorine to the acceptable level.

The Contractor will be required to flush and remove the chlorine from the main 24 hours after initial chlorination. The cost of main disinfection and disposal of the chlorinated water shall be completed at no additional cost to the Department or TWSA.

Division 15, Section 1505-Excavation, Trenching, Pipe Laying and Backfilling for Utilities**Page 15-4, Sub-article 1505-3 (C) Bedding**

Add the following sentence:

Sewer and water main bedding shall also conform to the requirements of the water main and gravity sewer embedment details included in the plans.

Page 15-4, Sub-Article 1505-3 (E) Thrust Restraint

Replace (E) Thrust Restraint with the following:

(E) Thrust Restraint and Collars**Page 15-4, Sub-article 1505-3 (E) Thrust Restraint paragraph 3**

Replace with the following:

At locations where restrained joints are shown on the plans, use ductile iron pipe and fittings with push-on restrained joints. The pipe, joints, and gaskets shall be in accordance with ANSI/AWWA Standards as previously specified for ductile iron pipe in Sub-article 1036-5. Restrained joints, fittings and valves shall be rated for a working pressure of 350 psi for sizes 4" through 24" and 250

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psi for larger sizes. All factory restrained joint pipe, valves, and fittings shall have the restraints internal to the pipe (i.e., “boltless”). The use of mechanical restraints (i.e., mega-lugs, grip-rings, etc.) is not allowed, unless otherwise specifically directed in writing by the TWSA. All valves, pipe, and fittings shall be compatible with the factory restraint system.

Special accessories such as mechanical joint retainer glands, mega-lugs, US Pipe's Field-LOK gasket, or Romac’s Grip-Ring are acceptable on pipe 12” and less in diameter, upon approval from the TWSA. Use concrete reaction blocking and thrust collars only where joint restraint is impractical with the approval of the Engineer.

Page 15-5, Sub-article 1505-6 Measurement and Payment

Replace (D) Thrust Restraint with the following:

(D) Thrust Restraint and Collars

Division 15, Section 1510-Water Lines

Page 15-5, Sub-article 1510-2 Materials, Paragraph 5

Add the following sentences:

Splices shall be accomplished using a corrosion proof wire connector. The connectors shall “lock” the wires in place and contain a dielectric sealant to prevent corrosion. The connector shall be the “Snake Bite” connector. The attachment location shall be readily available from finished grade without special equipment.

Page 15-6, Sub-article 1510-3 (B) Testing and Sterilization

Replace the third paragraph with:

Perform tests using clean water and provide certified results demonstrating no loss of pressure when pressurized at 200 ± 5 psi for two (2) hours.

In the fifth paragraph, revise the flushing velocity from 2.5 feet per second to 3.0 feet per second.

Page 15-6, Sub-article 1510-3 (B) Testing and Sterilization

Replace the sixth paragraph with the following:

Sterilize water lines in accordance with Section 1003 of The Rules Governing Public Water supply and AWWA C651 Section 4.4.3, the Continuous Feed Method. Provide a chlorine solution with between 50 parts per million and 100 parts per million in the initial feed. Solid sterilization agent is not allowed. The chlorine solution must remain in contact with all interior surfaces for 24 hours. If the chlorine level drops below 10 parts per million during a 24-hour period, then flush, refill with fresh chlorine solution, and repeat for 24 hours. Provide certified bacteriological and contaminant test results from a state-approved or state-certified laboratory. Operate all valves and controls to assure thorough sterilization. During the flushing period, open and close each fire hydrant several times to flush the hydrant. Provide all chlorinating equipment, sterilization solution, taps, corporation stops, and blow offs necessary to complete testing and sterilization. If any disruption to the disinfection process occurs, or if any repair procedure is necessary then the disinfection process shall start over.

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Each valved section shall be tested individually. Where any section of a water line is installed with concrete thrust blocking for fittings or hydrants, the hydrostatic test shall not be made until at least five (5) days after installation of the blocking.

Each valved section of pipe shall be slowly filled with water and to the specified test pressure based on the elevation of the lowest point of the line or section under test and corrected to the elevation of the test gauge, shall be applied by means of a pump connected to the pipe in a manner satisfactory to the utility owner. Before applying the specified test pressure, all air shall be expelled from the pipe. If hydrants or blow offs are not available at the high places, taps shall be made to provide blow offs.

Any taps which are not to be used in the final build out (i.e. testing/blow off taps) shall be killed out at the main. If these taps are converted to irrigation taps they must be installed according to the standard details and be witnessed by utility owner. The utility owner shall be present and observe all valve operation by the Contractor. Under no circumstances shall a Contractor tamper with any valves not installed by him unless it is an emergency.

Damaged or defective materials discovered as a result of the pressure test shall be removed and replaced with new material, and the test shall be repeated until the test results are satisfactory to the utility owner.

All replacement, repair or retesting shall be accomplished by the Contractor at no additional cost to the Department or the utility owner. All repairs shall be reviewed and approved by utility owner prior to backfill. The use of couplings, fittings, sleeves, etc. shall be reviewed and approved by the utility owner prior to use. The main must successfully pass the hydrostatic test prior to sterilization.

After disinfection, the water supply shall not be accepted or placed into service until bacteriological tests results or representative water samples analyzed in the TWSA laboratory are found to be satisfactory. The disinfection shall be repeated until tests indicate the absence of pollution for at least two (2) full days. The utility owner shall be responsible for taking the sample(s), and transporting them to the laboratory.

Use the procedures for disinfecting of the new installation and the existing main at the cut-in point in accordance with AWWA C651-14, Section 4.11.

Page 15-7, Sub-article 1510-4 Measurement and Payment

After the second paragraph, add the following:

The quantity of *Water Transition Coupling* will be measured for each transition coupling and necessary items as defined by these specifications for transitions from HDPE to other pipe materials and paid by "Each". Equipment, labor, excavation, material, concrete and other items necessary to complete the work are to be included in the pay item.

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Page 15-7, Sub-article 1510-4, Measurement and Payment

Add the following Pay Item and Pay Unit:

Pay Item	Pay Unit
Water Transition Coupling	Each

Division 15, Section 1515-Utility Controls**Division 15, Section 1520-Sanitary Sewer****Page 15-10 1520-3 Construction Methods add (C)*****(C) SEWER LINING CURED-IN-PLACE PIPE (CIPP)*****PART 1 - GENERAL**

It is the intent of this specification to provide for the reconstruction of pipelines and conduits by the installation of a resin-impregnated flexible tube that is either inverted or pulled into the original pipeline/conduit and expanded to fit tightly against said pipeline/conduit by the use of water or air pressure. The resin system shall then be cured by elevating the temperature of the water or air used for the inflation to a sufficient enough level for the initiators in the resin to effect a reaction. The finished cured-in-place pipe (CIPP) shall be such that when the thermosetting resin cures, the total wall thickness shall be a homogeneous and monolithic felt and resin composite matrix, chemically resistant to withstand internal exposure to domestic sewage or stormwater.

1.1 QUALIFICATIONS:

Since sewer products are intended to have a 50-year design life, and to minimize the Owner's risk, only proven products with substantial successful long-term track records will be approved.

In order for the CIPP and Installation Contractors to be deemed commercially acceptable and approved for this project they must meet the following criteria:

1.2 STRUCTURAL REQUIREMENTS

- A. Each CIPP shall be designed to withstand internal and/or external loads as dictated by the site and pipe conditions. Unless specified differently by the Owner/Engineer in the contract documents, the design thickness of the CIPP shall be derived using the standard engineering methodology as found in ASTM F1216, Appendix X1. The long-term flexural modulus shall not exceed 50 percent of the short-term value for the CIPP and shall be substantiated through third-party testing. The thickness calculations, signed and sealed by a registered professional engineer, shall be submitted to the Owner prior to CIPP installation.

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- B. The layers of the finished CIPP shall be uniformly bonded. It shall not be possible to separate any two layers with a probe or point of a knife blade so that the layers separate cleanly or such that the knife blade moves freely between the layers. If separation of the layers occurs during testing of the field samples, new samples will be cut from the work. Any reoccurrence may be cause for rejection of the work.
- C. The Enhancement Factor ‘K’ to be used in the CIPP design shall be assigned a value of 7.
- D. Long-term testing in general accordance with ASTM D2990 must have been performed for flexural creep of the CIPP pipe material to be installed. Such testing results are to be used to determine the long-term, time dependent flexural modulus to be utilized in the product design. This is a performance test of the materials (CIPP Tube and Resin) and general workmanship of the installation and curing as defined within the relevant ASTM standard. A percentage of the instantaneous flexural modulus value (as measured by ASTM D790 testing) will be used in design calculations for external buckling. The percentage, or the long-term creep retention value utilized, will be verified by this testing. Retention values exceeding 50% of the short-term test results shall not be applied unless substantiated by qualified third party test data to the Owner's satisfaction. The materials utilized for the contracted project shall be of a quality equal to or better than the materials used in the long-term test with respect to the initial flexural modulus used in the CIPP design.
- E. The CIPP shall meet the following minimum strength requirements:

MINIMUM PHYSICAL PROPERTIES				
	ASTM	Polyester	Filled Polyester	
Vinyl Ester				
Property	Test Method	System	System	System
Flexural Strength	D790	4,500 psi	4,500 psi	4,500 psi
Flexural Modulus (initial)	D790	250,000 psi	400,000 psi	250,000 psi
Flexural Modulus (50-year)	D790	125,000 psi	205,000 psi	125,000 psi

- F. The required CIPP wall thickness shall be based as a minimum on the physical properties in Section 1.3.E. above (or greater values if substantiated by third-party testing) and in accordance with the design equations in the Appendix X1 of ASTM F1216, and the following design parameters:

Design Safety Factor (typically used value)	=	2.0
Retention Factor for Long-Term Flexural Modulus max	=	50%
to be used in Design (As determined by long-term tests described in Section 3.1.B and approved by the Owner)		
Ovality* (calculated from (X1.1 of ASTM F1216)	=	% ⁽¹⁾
Enhancement Factor, K	=	7.0
Groundwater Depth (above invert of pipe)	=	feet ⁽¹⁾
Soil Depth (above crown of pipe)	=	feet
Soil Modulus (only required for fully deteriorated design conditions)	=	psi ⁽¹⁾

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Soil Density (only required for fully deteriorated lb/ft ³ (1) design conditions)	=	
Live Load (only required for fully deteriorated design conditions)	= e.g. H20 Highway	
Design Condition (partially or fully deteriorated)*	=	*

* Based on review of video logs, design conditions of pipeline can be fully or partially deteriorated. (See ASTM F1216 Appendix) The Owner will be sole judge as to pipe conditions and parameters utilized in design.

⁽¹⁾ In the absence of other information and to ensure uniformity in bidding, the following assumptions shall be used: ovality = 2%; groundwater depth at half depth to invert; soil modulus = 1000 psi; soil density = 120 lb/ft³.

PART 2 – PRODUCTS

2.1 CIPP COMPONENTS

A. CIPP TUBE

1. The CIPP tube shall consist of one or more layers of a flexible needled felt or an equivalent nonwoven or woven material, or a combination of nonwoven and woven materials, capable of carrying resin, withstanding installation pressures and curing temperatures. The CIPP tube should be compatible with the resin system to be used on this project. The material should be able to stretch to fit irregular pipe sections and negotiate bends.
2. The CIPP tube should be fabricated under controlled conditions to a size that, when installed, will tightly fit the internal circumference and the length of the original conduit. Allowances should be made for the longitudinal and circumferential stretching that occurs during placement of the CIPP tube. Maximum stretching allowances shall be as defined in ASTM F1216 or ASTM F1743. The Installation Contractor shall verify the lengths in the field before cutting the CIPP tube to length. Continuous individual liners can be made over one or more manhole to manhole sections.
3. The CIPP tube shall be uniform in thickness and when subjected to the installation pressures shall meet or exceed the designed wall thickness.
4. Any plastic film applied to the CIPP tube on what will become the interior wall of the finished CIPP shall be compatible with the resin system used, translucent enough that the resin is clearly visible, and shall be firmly bonded to the felt material.
5. At time of manufacture, each lot of CIPP tube shall be inspected and certified to be free of defects. The CIPP tube shall be marked for distance at regular intervals along its entire length, not to exceed five feet. Such markings shall also include the CIPP tube Manufacturer's name or identifying symbol.

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6. The CIPP tube may be made of single or multiple layer construction where any layer must not be less than 1.5 mm thick. A suitable mechanical strengthener membrane or strip may be placed in between layers where required to control longitudinal stretching.

B. RESIN COMPONENTS

1. The resin system shall be a corrosion resistant polyester or vinyl ester, along with a compatible catalyst system.
2. The resin used shall not contain non-strength enhancing fillers.
3. When combined with the CIPP tube, the resin system shall provide a CIPP that meets the structural requirements of ASTM F1216 or ASTM F1743, the minimum physical properties specified in Section 1.3.E., and those properties which are to be utilized in the design of the lining system for this project.
4. When combined with the CIPP tube, the resin system shall provide a CIPP that complies with the chemical resistance requirements specified in ASTM F1216 or ASTM F1743.

PART 3 - EXECUTION

3.1 GENERAL

- A. The Installation Contractor shall deliver the resin impregnated CIPP tube to the site and provide all equipment required to insert and cure the CIPP within the host pipe. The Installation Contractor shall designate a location where the CIPP tube will be vacuum impregnated with the resin prior to installation. If requested by the Owner, the Installation Contractor shall notify the Engineer at least 48 hours prior to wet out to allow the Engineer to observe the materials and wet out procedure. All procedures to prepare the CIPP for installation shall be in strict accordance with the Manufacturer's recommendations.
- B. The CIPP shall be vacuum impregnated with resin not more than 120 hours before the time of installation and stored out of direct sunlight at a temperature of less than 70° F.

3.2 NOTIFICATION AND PREPARATION

- A. The Installation Contractor shall notify all residents affected by this construction at least 24 hours prior to any service disruption affecting their service connection. The Installation Contractor shall make every effort to maintain service usage throughout the duration of the project.

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- B. Line Cleaning and Pre/Post CCTV Inspection shall be in accordance with Division 13 of the Technical Specifications and shall be performed prior to installation of the CIPP.
- C. It shall be the responsibility of the Installation Contractor to notify the Owner of line obstructions, offset joints or collapsed pipe that will prevent the insertion of the tube or significantly reduce the capacity of the sewer. The Owner, with input from the Installation Contractor, shall determine the method of pipe repair required and shall address these concerns on a case-by-case basis.
- D. Protruding laterals or services shall be trimmed flush with the inside of the main sewer wall prior to installation of the CIPP. Trimming shall not cause damage to the lateral or service beyond the inside face of the main sewer.

3.3 FLOW CONTROL/BYPASS PUMPING:

- A. Sewer Flow Control/Bypass Pumping shall be in accordance with the specifications.
- B. When requested by the Engineer, the Installation Contractor shall submit a general bypass plan.

3.4 TELEVISION INSPECTION:

Pre/Post CCTV Inspection shall be performed in accordance to these specifications.

3.5 INSTALLATION:

- A. The CIPP shall be installed in accordance with the practices given in ASTM F1216 (for direct inversion installations) or ASTM F1743 (for pulled-in-place installations). The quantity of resin used for the CIPP tube's impregnation shall be sufficient to fill the volume of air voids in the CIPP tube with additional allowances being made for polymerization shrinkage and the loss of any resin through cracks and irregularities in the original pipe wall. A vacuum impregnation process shall be used in conjunction with a roller system to achieve a uniform distribution of the resin throughout the CIPP tube.
- B. The resin-impregnated CIPP tube shall be installed into the host pipe by methods specified in ASTM F1216 or ASTM F1743 and proven through previous successful installations. The insertion method shall not cause abrasion or scuffing of the CIPP tube. Hydrostatic or air pressure shall be used to inflate the CIPP tube and mold it against the walls of the host pipe. There will be no use of sewage in place of clean water for insertion of the CIPP tube, or for the curing of the CIPP.
- C. A watertight seal is required at the manhole. Contractor shall install a hydrophilic gasket, between the pipe liner and the host pipe prior to expansion of the liner. Additionally, Contractor shall trowel a high viscosity epoxy cement or resin around

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the exposed ends of the liner and the surface of the manhole. The surface of the epoxy cement shall be shaped to smoothly transition the exposed liner to the manhole wall.

- D. Temperature gauges shall be placed between the CIPP tube and the host pipe's invert position to monitor the temperatures during the cure cycle.

3.6 CURING:

- A. After the CIPP tube installation is completed the Installation Contractor shall supply a suitable heat source and recirculation equipment (if required). The equipment shall be capable of delivering hot water or steam throughout the section to uniformly raise the temperature above the temperature required to affect a cure of the resin.
- B. The heat source shall be fitted with suitable monitors to gauge the temperature of the incoming and outgoing heat supply (for water cure) and outgoing heat supply (for steam cure). Water or air temperature in the pipe during the cure period shall be as recommended by the resin Manufacturer.
- C. Initial cure shall be deemed to be completed when inspection of the exposed portions of CIPP appears to be hard and sound and the remote temperature sensor(s) indicates that the temperature is of a magnitude to realize an exotherm. The cure period shall be of a duration recommended by the resin Manufacturer, as modified for the installation process, during which time the recirculation of the heat and/or cycling of the heat exchanger to maintain the temperature continues.

3.7 COOL DOWN:

Cool down may be accomplished by the introduction of cool water or air to replace water or pressurized air being relieved. Care shall be taken in the release of the hydrostatic head so that a vacuum will not be developed.

3.8 FINISH:

- A. The finished CIPP shall be continuous over the entire length of an insertion run and be free from visual defects such as foreign inclusions, dry spots, pinholes, and delamination. The CIPP shall be homogeneous and free of any leakage from the surrounding ground to the inside of the CIPP.
- B. Where the CIPP is installed through an intermediate manhole uninterrupted, the invert shall be maintained smooth through the manhole, with approximately the bottom half of the CIPP continuous through the manhole. The invert of the manhole shall be shaped and grouted as necessary to support the liner. The cost of this work shall be included in the CIPP unit price.
- C. During the warranty period, any defects which will affect the integrity or strength of the CIPP, collect solids, or reduce hydraulic flow capabilities of the product shall be repaired at the Contractor's expense.

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3.9 REINSTATE/REPLACE LATERALS AND SERVICES:

Reinstatement/replacement of laterals shall be in accordance Section 2.14 of the Technical Specifications.

3.10 QUALITY ASSURANCE PROCEDURES:

- A. For every two thousand five hundred (2,500) lineal feet of liner installed, two (2) flat plate samples shall be processed and tested. For pipe diameters less than 18 inches, restrained end samples may also be utilized. The CIPP physical properties shall be tested in accordance with ASTM F1216, Section 8, using either allowed sampling method. The flexural properties must meet or exceed the values listed in Section 1.3.E. of this specification and the values submitted to the Owner by the Installation Contractor for this project's CIPP wall design, whichever is greater.
- B. Testing shall be completed by an accredited, independent laboratory. Testing results shall be provided to the Owner within 7 days of receipt of such results.
- C. Wall thickness of samples shall be determined in a manner consistent with 8.1.2 of ASTM D5813. The minimum wall thickness at any point shall not be less than 87.5% of the specified design thickness calculated in 1.3.F of this document.
- D. Flexural testing of the collected samples shall be conducted in accordance with ASTM D790, latest version, with only the structural portion of the CIPP being tested.
- E. CIPP installation shall be inspected by post-lining video inspection. Variations from true line and grade may be inherent because of the conditions of the original piping. No infiltration of groundwater should be observed. All service entrances should be unobstructed and accounted for.

Page 15-10 1520-3 Construction Methods add (D)***(D) SEWER LINE POINT REPAIRS*****PART 1 - GENERAL****1.1 SCOPE**

- A. The work covered in this section shall include furnishing all labor, equipment, and materials required to complete the point repairs as indicated on the Drawings or determined to be necessary. All point repairs shall be completed in strict accordance with this section of the Specifications.
- B. The existing flow in the line segment being replaced shall be controlled whenever necessary during replacement.

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1.2 DESCRIPTION

The term "point repair" shall refer to construction required to correct a severe problem at a specified location in a sewer line which must be corrected prior to pipe lining/rehab. Point repairs paid as per each and will be line replacements from 3 to 40 linear feet performed at locations identified on the Drawings or deemed necessary during construction. The length of pipe to be replaced at each point is representative only and may not reflect the actual extent of work required.

PART 2 – PRODUCTS

Products and materials shall be in accordance with these special provisions and the standard specifications.

PART 3 - EXECUTION

3.1 MAIN LINE POINT REPAIRS

Repair procedures:

- A. Locate all existing underground utilities before beginning excavation for main line and service connection repairs from the manhole of reference.
- B. Where a point repair is to be made underneath existing pavement or concrete, the surface to be excavated shall be saw cut in straight lines.
- C. Where point repair is to be made in an easement, any fences or other interferences shall be removed. Contractor is responsible for replacement of such interferences in the same or better condition than found.
- D. Exercise reasonable care during the initial excavation of the defective pipe so as not to disturb existing pipe that is still acceptable. After the defective pipe has been exposed, as much additional pipe shall be uncovered as is necessary to allow space for workmen and the installation of the new pipe. The defective pipe shall be saw cut out in such a way that the ends are straight and smooth and free of chips or cracks so that a smooth plain-end spigot exists at both ends to receive replacement section. The defective pipe shall be removed from the trench and the former bedding material of that pipe excavated to 6 inches below the pipe grade. The bottom of the trench shall then be filled with 6 inches of 1/2 to 3/4-inch crushed stone.
- E. No pipe shall be laid except in the presence of the Resident Project Representative (RPR) representing the TWSA and the Engineer.
- F. Before sewer pipe is placed in position in the trench, carefully prepare the bottom and sides of the trench and install any necessary bracing and sheeting required.

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- G. On sewer lines where more than 6 feet of existing line is replaced with new pipe, a mason's line or wire shall be tightly stretched above ground level, parallel to and directly above the axis of the pipe to be installed. This line to be supported at intervals not exceeding 50 feet on sewers being laid on a 2 percent or more grade and not exceeding 25 feet on grades less than 2 percent. The exact line and grade for each section of pipe shall be determined by measuring down this line to the invert of the pipe in place. Each replacement pipe section shall be accurately placed to the exact same line and grade as the existing sewer line. Furnish all labor and materials necessary for erecting batter boards.
- H. Lasers may be used after the type and procedures are approved by the Engineer.
- J. While pipe laying is in progress, do not allow water to run in the trench sufficient to cause a washing of the bedding or backfill material into the line. Do not open up at any time more trench than available pumping facilities are able to dewater.
- K. Trench bottoms found to be unsuitable for foundations after pipe laying operations have started shall be corrected and brought to exact line and grade as required.
- L. Carefully inspect each piece of pipe and special fitting before it is placed, and no defective pipe shall be laid in the trench. Pipe laying shall proceed upgrade, starting at the lower end of the grade and with the bells upgrade. When pipe laying is not in progress, the ends of the pipe shall be kept tightly closed with an approved temporary plug.
- M. Bell holes shall be of sufficient size to allow ample room for properly making the pipe joints. Bell holes shall be cut out not more than two joints ahead of the pipe laying. The bottom of the trench between bell holes shall be carefully graded so that each pipe barrel will rest on a solid foundation for its entire length. Each pipe joint shall be laid to form a close concentric joint with adjoining pipe and so as to avoid sudden off-sets or inequalities in the flow line.
- N. Wherever dissimilar pipe materials are joined, the replacement pipe shall be cut to a length one inch less than the overall length of the section being replaced. The pipe shall then be placed in the trench and the compression couplings installed. After installation, the work shall be checked to ensure that the replacement pipe is vertically and horizontally aligned with the existing pipe and that the compression couplings are tight and evenly fitted.
- O. If the point repair work occurs in an area of construction adjacent to or that is part of a service line connection, the existing service line(s) shall be connected to the new line, using new tees, wyes, and other fittings, as required. Service lines shall be replaced from the tee or tap up to sound pipe. If necessary, due to poor pipe conditions, and at the direction of the Engineer, service line shall be replaced to the property line. Payment for service line replacement will be based on linear feet as bid. Service lines cut and temporarily plugged for the purpose of point repairs or sewer line replacement shall be reconnected and placed back into service the same

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day. Maintain existing sewage flow from the service connections during construction.

- P. Any sound portion of the main sewer pipe or service line broken by Contractor's negligence or carelessness shall be replaced at the Contractor's expense.

3.2 CONNECTIONS:

Replacing connections to existing manholes or inlets by removing all connecting pipe and existing mortar, inserting a length of sewer pipe into the hole, sliding pipe gasket onto the pipe such that the gasket will be centered within the manhole wall, filling around same with grout, Hydraulic Cement for Manholes, and troweling the inside and outside surfaces of the joint to a neat finish. As specified elsewhere, the bottom of the manholes shall be shaped or reshaped as necessary to fit the invert of the sewer pipe.

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(E) SEWER FLOW CONTROL

PART 1 - GENERAL

Sewer flow control will/may be required during pipe lining operations and to conduct television (CCTV) inspection effectively. In general, flow control will be required during CCTV inspections when sewer line flows are more than 1/3 of the pipe diameter.

No extra payment will be made for flow control or bypass pumping.

PART 2 - PRODUCTS

Not used.

PART 3 - EXECUTION

3.1 PLUGGING OR BLOCKING

Insert a sewer line plug into the line at a manhole upstream from the line segment that is to be inspected, tested, and sealed. The plug shall be designed so that a portion of the sewage flow can be released. During the inspection portion of the operation, shut-off or substantially reduce flows so that the pipe can be properly inspected. During the sewer line testing and/or sealing, restore flows to normal, or to not more than 1/3 of the pipe diameter.

3.2 BYPASS PUMPING

Bypass pumping shall be performed during pipe lining and, when required, during pipe inspection, investigative work at manholes, and rehabilitation of manholes. An upstream manhole shall be temporarily plugged and wastewater pumped around the sewer reach, subject to rehab, inspection or investigation, to a downstream manhole. The plug shall be designed to enable a portion of the sewage flow to be released to downstream reaches upon Owner's authorization. There is to be no

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pumpage of wastewater to the surface or natural waterways. Spilling wastewater in streets, storm sewers, in the excavation or on any other public or private property shall not be allowed. The bypass pump and pipelines shall be of adequate size and capacity to handle the maximum anticipated flow, including stormwater inflow and groundwater infiltration. A standby pump of size and capacity at least equal to the primary bypass pump shall be constantly available during bypassing to insure continuous service in the event of failure. Pump operation shall be monitored and verified at least hourly. Monitoring shall be recorded in writing in a log, which shall be readily available for inspection, near the bypass pump.

3.3 LIABILITY

The Contractor shall be responsible for damages to private or public property that may result from his sewer flow control operations.

3.4 TEMPORARY BYPASS PUMPING SYSTEMS SCOPE

Under this item the Contractor is required to furnish all materials, labor, equipment, power, maintenance, etc. to implement a temporary pumping system (as needed) for the purpose of diverting the existing flow around the work area for the duration of the scheduled work.

The design, installation and operation of the temporary pumping system shall be the Contractor's responsibility. The Contractor shall employ the services of a vendor who can demonstrate to the engineer that he specializes in the design and operation of temporary bypass pumping systems. The vendor shall provide at least five (5) references of projects of a similar size and complexity as this project performed by his firm within the past three years. The bypass system shall meet the requirements of all local, state, and federal codes.

A. Design Requirements:

Bypass pumping systems shall have sufficient capacity to pump the peak flow associated with each work area. The Contractor shall provide all pipeline plugs, pumps of adequate size to handle peak flow, and temporary discharge piping to ensure that the total flow of the main can be safely diverted around the section to be repaired. Bypass pumping system will be required to be operated 24 hours per day.

The Contractor shall have adequate standby equipment available and ready for immediate operation and use in the event of an emergency or breakdown. One standby pump for each size pump utilized shall be installed at the mainline flow bypassing locations, ready for use in the event of primary pump failure.

Bypass pumping system shall be capable of bypassing the flow around the work area and of releasing any amount of flow up to full available flow into the work area as necessary for satisfactory performances of work.

The Contractor shall make all arrangements for bypass pumping during the time when the main is shut down for any reason. System must overcome any existing force main pressure on discharge.

B. Performance Requirements:

It is essential to the operation of the existing sewerage system that there be no interruption in the flow of sewage throughout the duration of the project. To this end, the Contractor shall provide, maintain and operate all temporary facilities such as dams, plugs, pumping equipment (both primary and back-up units as required), conduits, all necessary power, and all other labor and equipment necessary to intercept the sewage flow before it reaches the point where it would interfere with his work, carry it past his work and return it to the existing sewer downstream of his work.

The design, installation and operation of the temporary pumping system shall be the Contractor's responsibility. The bypass system shall meet the requirements of all codes and regulatory agencies having jurisdiction.

The Contractor shall provide all necessary means to safely convey the sewage past the work area. The Contractor will not be permitted to stop or impede the main flows under any circumstances.

The Contractor shall maintain sewer flow around the work area in a manner that will not cause surcharging of sewers, damage to sewers and that will protect public and private property from damage and flooding.

The Contractor shall protect water resources, wetlands and other natural resources.

The Contractor shall protect traffic areas adjacent to the site from bypass pumping equipment.

3.5 FIELD QUALITY CONTROL AND MAINTENANCE**A. Test:**

Contractor shall perform leakage and pressure tests of the bypass pumping discharge piping using clean water prior to actual operation. The engineer will be given 24 hours notice prior to testing.

B. Inspection:

Contractor shall inspect bypass pumping system every two hours to ensure that the system is working correctly.

C. Maintenance Service:

The Contractor shall insure that the temporary pumping system is properly maintained and a responsible operator shall be on hand at all times when pumps are operating.

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D. Extra Materials:

Spare parts for pumps and piping shall be kept on site as required.

Adequate hoisting equipment for each pump and accessories shall be maintained on the site.

3.6 PREPARATION:**A. Precautions**

Contractor is responsible for locating any existing utilities in the area the Contractor selects to locate the bypass pipelines. The Contractor shall locate his bypass pipelines to minimize any disturbance to existing utilities and shall obtain approval of the pipeline locations from the City and the Engineer. All costs associated with relocating utilities and obtaining all approvals shall be paid by the Contractor.

During all bypass pumping operation, the Contractor shall protect the Pumping Station and main and all local sewer lines from damage inflicted by any equipment. The Contractor shall be responsible for all physical damage to the Pumping Station and main and all local sewer lines caused by human or mechanical failure.

3.7 INSTALLATION AND REMOVAL

- A.** The Contractor shall remove manhole sections or make connections to the existing sewer and construct temporary bypass pumping structures only as approved by the Engineer and as may be required to provide adequate suction conduit.
- B.** Plugging or blocking of sewage flows shall incorporate a primary and secondary plugging device. When plugging or blocking is no longer needed for performance and acceptance of work, it is to be removed in a manner that permits the sewage flow to slowly return to normal without surge, to prevent surcharging or causing other major disturbances downstream.
- C.** When working inside manhole or force main, the Contractor shall exercise caution and comply with OSHA requirements when working in the presence of sewer gases, combustible or oxygen-deficient atmospheres, and confined spaces.
- D.** The installation of the bypass pipelines is prohibited in all saltmarsh/wetland areas. The pipeline must be located off streets and sidewalks and on shoulders of the roads. When the bypass pipeline crosses local streets and private driveways, the contractor must place the bypass pipelines in trenches and cover with temporary pavement. Upon completion of the bypass pumping operations, and after the receipt of written permission from the Engineer, the Contractor shall remove all the piping, restore all property to pre-construction condition and restore all pavement. The Contractor is responsible for obtaining any approvals for placement of the temporary pipeline within public ways from the City.

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3.7 GENERAL

The Contractor shall provide all equipment necessary for the proper high pressure water jetting, rodding, bucketing, brushing, and flushing of the sewers prior to the inspection. The purpose of the sewer cleaning operation is to remove such accumulation of sediment, debris, blockages, mineral deposits, bricks, grease, etc. to permit a thorough and complete examination of the condition of the sewer through internal closed circuit color television inspection and to prepare the pipe for installation of the liner.

Preparatory Cleaning – Contract shall provide a preparatory cleaning of sewer that produces a satisfactorily clean sewer, the Contractor shall proceed with the internal color television inspection of the sewer. This preparatory cleaning work shall be included in the pipe lining bid price. Preparatory cleaning shall be accomplished using a 35° cleaning nozzle and centering fin on all lines 8” and larger.

3.8 REMOVAL OF DEBRIS

All sludge, dirt, sand, rocks, grease, roots, and other solid or semisolid material resulting from the cleaning operation shall be removed at the downstream structure of the section being cleaned. Passing material from structure section to structure, which can cause line stoppages, accumulations of sand in wet wells or damage to pumping equipment, shall not be permitted.

3.9 DISPOSAL OF DEBRIS

All dirt, debris, roots, and other material removed from the sewers shall be hauled away by the Contractor to an approved dump site at the expense of the Contractor. All regulations of environmental regulating agencies shall be followed.

3.10 CLEANING EQUIPMENT

The equipment used for sewer cleaning shall be capable of all removing dirt, grease, rocks, roots, and other deleterious materials. The equipment shall be selected by the Contractor to prevent damage to the pipe. Cleaning equipment capable of cleaning lengths up to 1,000 feet shall be provided. Equipment must be able to clean this length with vehicular access to one structure only.

Cleaning shall be of the entire reach between structures. If cleaning of an entire section cannot be successfully performed from a structure, the equipment shall be set up on the other structure and cleaning again attempted without additional compensation.

3.11 WATER SUPPLY

The Owner will provide the water required for cleaning the sewers at no cost to the Contractor. The Contractor shall supply tanks, hose and couplings to connect to and haul from the public fire hydrants. The Contractor shall not operate the public hydrants and valves without consent of the Owner. When requested, Contractor shall report the amount of water used.

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Page 15-10 1520-3 Construction Methods add (E)***(F) TELEVISION (CCTV) INSPECTION*****PART 1 - GENERAL**

Conduct television (CCTV) inspection where defined within these specifications as required or as needed to identify concerns with existing pipelines. In general, CCTV will be required for sewer lining (CIPP) and for as-built information of the existing line.

No extra payment will be made for Television (CCTV) Inspection.

PART 2 - PRODUCTS

Not used.

PART 3 - EXECUTION**3.1 SCOPE OF WORK**

- A. Furnish all necessary labor, materials, equipment, services and incidentals required to visually inspect, by means of closed-circuit television, all sewer line sections and appurtenances including, but not limited to, all recording and playback equipment, materials and supplies such as CD's or other digital storage devices.
- B. The inspection shall be done one sewer line section (manhole to manhole, chamber to chamber, etc.) at a time and the section being inspected shall be suitably isolated from the remainder of the sewer system. The inspection of a section shall include the inspection of the manhole, siphon chamber, meter chamber, etc. used for access to the sewer. All structures shown on the Drawings located along the sewer routing shall be inspected as indicated. When used to describe an access way to the sewer system or a starting / finishing location for inspections, the term "manhole" should be used.
- C. Video recordings shall be made of the pre and post installation television inspections and copies of both the recordings and printed inspection logs shall be supplied to Owner. Final copies of all records and reports will be provided in DVD or other approved digital formats.

3.2 TWSA'S OBLIGATION

The TWSA shall provide the Contractor with the following items:

- A. Manholes located, exposed, and ready for access. Manholes not visible shall be located by the Contractor and identified on the ground.
- B. Provide access to all manhole locations.

3.3 QUALITY ASSURANCE (O&M/TRAINING)

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- A. TV inspection software shall be furnished by a single manufacturer who is fully experienced, reputable and qualified in the manufacture of the equipment to be furnished.
- B. All inspection work shall be in accordance with NAASCO's PACP.
- C. All inspection equipment technicians and operators shall have been trained and certified to assess the conditions of the sewers according to the PACP guidelines. Proper evidence of inspection training shall be provided in advance of the work for each person assessing the sewers and operating the inspection equipment.

3.4 SITE REQUIREMENTS AND CONDITIONS

Traffic shall be maintained in a safe manner at all times. The Contractor will be responsible for controlling traffic during all inspection operations. The Contractor shall obtain and maintain barricades, flagmen, and other traffic control devices as may be necessary for the purpose of regulating, warning, or guiding traffic. Traffic control procedures and devices shall meet the requirements of the applicable laws and regulations covering work area protection.

3.5 VIDEO INSPECTION EQUIPMENT

- A. The Contractor shall furnish the inspection studio, television cameras, video capture equipment and any other necessary equipment, materials, electricity, labor and technicians as may be required to perform the inspection.
- B. The Closed Circuit Television monitor display shall incorporate an automatically updated record in feet and tenths of a foot of the distance along the line from the cable calibration point to the center point of the camera. The Contractor shall use a suitable metering device which enables the cable length to be accurately measured; this shall be accurate to $\pm 2\%$. The Contractor shall demonstrate that the tolerance is being complied with, by tape measurement between manholes on the surface. This taped measurement must be included on each television inspection log both written and digital.
- C. CCTV of sewers shall be accompanied by a computer generated report that contains all pertinent information including but not limited to service line location, clock position, all defects noted, pipe type, size and length, ground conditions, surface cover and weather conditions.

3.6 DOCUMENTATION OF TELEVISION INSPECTION

Digital Recordings: The purpose of recording shall be to supply a visual and audio record of all line segments that are televised. Recording playback shall be at the same speed that it was recorded. Slow motion or stop-motion playback features may be supplied at the option of the Contractor. Title of the recording shall remain with the Owner. The Contractor shall have all recordings and necessary playback equipment readily accessible for review by the Owner during the project. Each recording and associated log sheets and field forms shall be submitted to the Engineer for review

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no later than 2 days after the completion of the recording. The recording including the audio portion shall be a deliverable and will be required for completion of the work for each segment televised. The recording shall be indexed with the line segments recorded on the tape listed on the recording label.

3.7 LEGEND OF CLASSIFICATION

A minimum of five levels of classification damages shall be used. These levels shall be defined as the project manager decides. This shall cause the damages to print in the selected color when the true-to-scale printouts are printed.

3.8 INSPECTION REPORT

The Contractor shall furnish the Owner with two copies of a DVD or Thumb Drive report of the sewer inspections, both pre and post inspections. The report shall be useable viewing software to access the inspection report, captured images, and videoclips. The report shall include the following:

Each image capture or videoclip capture of a defect shall be indexed to identify its location. Each image shall be maximized to be viewable on the majority of the p.c. screen.

A true-to-scale report for individual sections shall be printable and viewable on screen.

Printing reports available from this CD-ROM shall be: project page, section true-to-scale report, picture images, and legend of severity rating.

Two written set of reports (both pre and post inspection) shall be furnished to the Owner that includes the following information:

Comprehensive data for each section, including:

- a. Pipe Diameter
- b. Starting Manhole Number
- c. Ending Manhole Number
- d. Starting Manhole Depth
- e. Ending Manhole Depth
- f. Direction of Survey
- g. Pre-clean (y/n)
- h. Total Surveyed Length
- i. Pipe Material
- j. Pipe Section Length
- k. Pipe Shape
- l. Road Name
- m. Address or Place Name
- n. Work Order Number
- o. DVD/CD-Rom Number
- p. Engineering Drawing Number
- q. Purpose of Survey

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- r. Pipe Age/Year of Construction
- s. Inspection or Survey Date

Comprehensive data for each defect/observation in a section, including:

Location	Code for Defect
Defect Description w/o' clock Position	Severity Rating
Image Capture of defect (if appl.)	Videoclip Capture of Defect (if appl.)
DVD/CD-ROM Number	Videoclip Counter Number

The printouts of true-to-scale section reports shall be indexed with coordinating picture images behind the section reports.

The printouts of picture images shall include two, four, nine, or 16 images per printed page, based on the level of the severity rating for the defects.

All printouts of picture images shall have the defect description and reference number printed with the image.

Summary Reporting:

Summary reports compiling data from multiple inspections shall be available. Such reports shall indicate individual survey results in tabular form and list (sort) surveys based on a user defined description field. Individual summary reports shall tabulate pipe survey results observed and include the following minimum information:

3.9 EVALUATION CRITERIA

It will be the responsibility of the Contractor to ensure that defects are reported uniformly and consistently by all inspection crews. As part of the Quality Assurance Program to be developed by the Contractor, a single individual shall be designated to review the work of the inspection crews.

3.10 PROCEDURE

- A. The camera shall be moved through the line in either direction at a uniform rate, stopping when necessary to ensure proper documentation of the sewer's condition, or to "picture capture" defects. In no case will the television camera be pulled at a speed greater than 30 feet per minute. Manual winches, power winches, TV cable and powered rewinds or other devices that do not obstruct the camera view or interfere with proper documentation of the sewer conditions shall be used to move the camera through the sewer line. If, during the inspection operation, the television camera will not pass through the entire sewer line section, then the camera will be removed and the entire line cleaned and then reinspected. If during the reinspection, the camera again fails to pass through the entire section, then the equipment shall be removed and repositioned in a manner so that the inspection can be performed from the opposite manhole. If, again, the camera fails to pass through the entire sewer line section, the inspection shall be considered complete and no additional inspection work will be required for this section of sewer

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- B. The Contractor shall not be required to television inspect service connection laterals. However, the camera shall be rotated in order to view into the lateral or service connections. The line position station should be recorded for each service connection.
- C. In addition to service connections and laterals, the camera shall be stopped to inspect any areas of concern captured by using the pan and tilt feature of the television camera. For the purposes of this section of the specifications, an “area of concern” shall be considered as any one of the following:
1. Locations of structural damage to the piping, manholes and other appurtenant structures, including cracked or collapsed sections.
 2. Joints which appear to be damaged, incorrectly installed, shifted, or in any way deficient.
 3. Areas in which noticeable infiltration is occurring. The approximate flow into the pipe at these locations shall be recorded as a field observation.
 4. Unusual or deficient conditions such as roots, storm sewer connections, and the presence of scale and corrosion.
 5. Any other discernable feature or condition which, in the opinion of the Contractor, Contract Administrator or City’s Representative may pose a problem to the integrity of the sewer.
- D. Whenever possible, the Contractor shall complete the inspection of a pipe section in one continuous run.
- E. Whenever non-remote powered and controlled winches are used to pull the television camera through the line, telephones, radios, or other suitable means of communication shall be set up between the two manholes of the sewer line being inspected to ensure that good communications exist between members of the crew.
- F. The Contractor shall also be required to inspect the manholes, siphon chambers, meter chambers or any other structure located along the sewer routes. The Contractor shall be required to television inspect the portion of the sewer running into or through these structures. Additionally, the contractor shall visual inspect any structure used for access to the sewer. Any infiltration, structural damage or other areas of concern shall be recorded as a field observation.
- G. Wherever prevailing conditions allow, the CCTV camera head shall be positioned to reduce the risk of picture distortion. In circular sewers the CCTV camera lens shall be positioned centrally (i.e. in prime position) within the sewer. In non-circular sewers, picture orientation shall be taken at mid-height, unless otherwise agreed, and centered horizontally. In all instances, the camera shall be positioned as to be directed along the longitudinal axis of the sewer when in prime position. A positioning tolerance of $\pm 10\%$ of the vertical sewer dimension shall be allowed when the camera is in prime position.

3.11 RECORDING OF FIELD OBSERVATIONS

Television Inspection Reports:

- A. Printed location records shall be kept which shall clearly show the location, in relation to adjacent manholes, chambers, etc., of each source of infiltration or structural defect discovered. In addition, other data of significance including the locations of building and house service connections, along with an estimation of infiltration from such services, joints, unusual conditions, roots, storm sewer connections, cracked or collapsed sections, presence of scale and corrosion, sewer line sections that the camera failed to pass through and reasons for the failure and any other discernible features or areas of concern as discussed above shall be recorded and a copy of such records shall be supplied to both the Owner and the Engineer. These logs shall include any areas of concern noted during the visual inspection of the structures used to gain access to the sewers.
- B. A television inspection code sheet shall be used consistently throughout the contract. The code sheet shall include abbreviations for specific defects based on the WRc Manual of Sewer Condition Classification.
- C. All electronic data files shall be submitted in the Microsoft Access Database on CD-ROM as directed and approved by the Engineer. Where required, electronic data files shall be formatted for implementation into the Owner's GIS program.
- D. Video Data Display: At the start of each sewer length being surveyed, the length of pipeline from zero up to the cable calibration point shall be recorded and reported in order to obtain a full record of the sewer length. The length reading entered on to the data display at the cable calibration point must allow for the distance from the start of the survey to the cable calibration point such that the footage at the start of the survey is zero. In the case of surveying through a manhole where a new header sheet is required, the distance shall be set at zero with the camera focused on the outgoing pipe entrance.
- E. Television Inspection Record: At the start of each manhole length a data generator shall electronically generate and clearly display on the viewing monitor and video recording a record of data in alphanumeric form containing the following minimum information:
 1. Automatic update of the camera's position, in feet and tenths, in the sewer line from adjusted zero.
 2. Size and length of line, type of material line composed of, etc.
 3. Upstream manhole and downstream manhole reference Numbers.
 4. Date of inspection.
 5. Road name/location.
 6. Direction of inspection (upstream or downstream).
 7. Starting time of the inspection.

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- F. Once the survey of the pipeline is under way, specific data should be continuously displayed on the viewing monitor and video recording. The size and position of the data display shall be such as not to interfere with the main subject of the picture yet shall be easily readable when the recording is replayed. At minimum, the following data should be displayed:
1. Automatic update of the camera's position, in feet and tenths, in the sewer line adjusted from zero.
 2. Upstream manhole and downstream manhole reference numbers.
- G. Each sewer length, i.e. the length of sewer between two consecutive manholes, shall be entered on a separate coding sheet. Thus, where a Contractor elects to "pull through" a manhole during a CCTV Survey, he shall start a new coding sheet at the manhole "pulled through" and shall re-set the distance to zero on the coding sheet.
- H. The videos and corresponding reports shall be submitted to the Engineer on a weekly basis for all work accomplished the previous week.

Digital Images:

Color images, digital or otherwise, of the television monitor presentation of the areas of concern shall be produced, as directed by the Engineer, to document unusual, questionable, or severe conditions found during the course of the work.

3.12 SUBMITTALS

- A. Data in CD-ROM or Thumb Drive format shall be submitted in Access Database.
- B. Format and codes shall be as established for this project.
- C. Video submitted in CD-ROM or Thumb Drive
- D. The video format shall be an MPEG-1 compressed video, and resolution video format shall be QSIF (Quarter-size Standard Image Format) of 176 x 112 pixels for NTSC video format.

Page 15-11, Sub-article 1520-3(A)(2) Testing:

Replace the second paragraph with the following:

Test all gravity sewer lines for leakage using the air test. Perform visual inspection on all installed gravity sewer lines and the gravity sewer lines repaired or reconnected to existing and or new manholes. Perform line and grade testing and deflection testing on all gravity sewer lines.

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Page 15-12, Sub-article 1520-3(A)(2)(c) Air Test:

Replace Table 1520-1 with:

AIR TEST TIME			
Pipe Dia. (in)	Minimum time (minutes)	Length for Min Time (ft)	Time for Longer Length (sec)
4	3:46	597	0.380L
6	5:40	398	0.854L
8	7:34	298	1.520L
10	9:26	239	2.374L
12	11:20	199	3.418L
15	14:10	159	5.342L
16	15:06	149	6.078L
18	17:00	133	7.692L
21	19:50	114	10.470L
24	22:40	99	13.674L
27	25:30	88	17.306L
30	28:20	80	21.366L
33	31:10	72	25.852L
36	34:00	66	30.768L

Page 15-12, Sub-article 1520-3(A)(2)(d) Visual Inspection:

Replace first sentence with the following:

Visually inspect all installed gravity sewer lines and the gravity sewer lines repaired or reconnected to existing and or new manholes from the inside using approved cameras.

Page 15-12, Add Sub-article 1520-3(A)(2)(g) Hydrostatic Test:

Add Hydrostatic Test provisions for gravity sewers as defined as follows:

All sewers within protected conditions require hydrostatic testing. The Contractor will furnish all labor and material, including test pumps, plugs, and all other incidentals for making hydrostatic tests. Hydrostatic pressure testing shall be conducted on the completed main, including the laterals.

The duration of the pressure test shall be at least one hour or longer, as directed by the Engineer. The hydrostatic pressure shall be 150 psi. Each section of pipe shall be slowly filled with water and the specified test pressure based on the elevation of the lowest point of the line or section under test and corrected to the elevation of the test gauge, shall be applied by means of a pump connected to the pipe in a manner satisfactory to the Engineer. Before applying the specified test pressure, all air shall be expelled from the pipe.

Page 15-12, Sub-article 1520-3 (B) (1) Installation Replace the second paragraph with the following:

All sewer force mains shall have automatic air release valves installed at all high points, as indicated on the plans, and in accordance with these Special Provisions.

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Page 15-12, Sub-article 1520-3 (B) (1) Installation

Add the following sentences:

Maintain sewer flow at all times. Use temporary diversions or pumping to maintain flow when connecting proposed sewers to existing sewers. Use engineered temporary pumping systems capable of handling full pipe flow. Use pumping systems with automatic reliable operation or constantly tended manual operation. Wastewater flow control shall be provided in accordance with these Special Provisions

Page 15-12, Sub-article 1520-3 (B) (1) Installation

Add the following sentences:

(a) Alignment and Grade

All pipe shall be installed to the required lines and grades. Structures shall be installed at the required locations. The lines and grades of the pipe will generally be indicated by stakes parallel to the line of the pipe. The Contractor shall be responsible for installing the pipe to proper line and grade.

Threaded PVC and cemented joints will not be permitted. The ends of push on joints shall be beveled to facilitate assembly. Pipe shall be marked to indicate when the pipe is fully seated and the gasket lubricated to prevent displacement. Care shall be exercised to insure that the gasket remains in proper position in the bell or coupling while marking the joint.

All pipe installations shall be properly restrained, using either thrust blocks or approved restraint systems. The thrust blocking shall be in accordance with these Special Provisions, and as designed by the Engineer. The approved restraint system shall be installed in accordance with the manufacturer's instructions.

Page 15-12, Sub-article 1520-3 (B) (2) Testing Add the following sentences to the first paragraph:

Where any section of a force main is provided with concrete thrust blocking for fittings, the hydrostatic test shall not be made until at least five (5) days after installation of the blocking unless otherwise approved. The utility owner shall be present for all testing. Coordinate with utility owner for disposing of the test water from the system. If blow offs are not available at the high places, taps shall be made to provide blow offs.

Page 15-13, Sub-article 1520-4, Measurement and Payment

Replace paragraph 3 with the following paragraph:

Sewer Service Line will be paid per linear foot and by size (4-inch or 6-inch). All fittings will be incidental to Sewer Service Line. Removal and disposal of existing sewer service line shall be incidental to the installation of the new pipe and no separate payment will be made.

Page 15-13, Sub-article 1520-4, Measurement and Payment

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Add the following paragraphs:

Sewer Lining (CIPP) will be measured from end to end in place with no deduction for length through manholes or fitting and paid per linear foot for the appropriate size. This work is to include, but not limited to materials, equipment, tools, labor, testing, cleaning, Television (CCTV) Inspection, service connections and incidentals necessary to complete the work.

Sewer Spot Repairs shall be measured and paid per each. The entire cost of excavation, pipe removal, disposal, pipe bedding, up to 40 linear feet of pipe installation, compacted backfill, transition fittings, equipment, tools, labor, and labor, and incidentals necessary to complete the work shall be included in the price bid of “Each” for the Sewer Spot Repairs.

Sewer Flow Control and Television (CCTV) Inspection will not be measured and paid. These items shall be considered incidental to work that is being performed.

Page 15-13, Sub-article 1520-4, Measurement and Payment

Add the following Pay Items and Pay Units:

Pay Item	Pay Unit
Sewer Lining (CIPP)	Linear Foot
Sewer Spot Repairs	Each

Section 1525-Utility Manholes

Page 15-15, Sub-article 1525-3 (C) Fittings and Connections

Add the following sentence:

Pipe connections to a manhole shall be by gasketed flexible watertight connections (boot for small diameter and A Loc for larger diameter pipe) or as approved by the Engineer.

A watertight, flexible pipe-to-manhole connector shall be used on all pipe to manhole connections, for both new and existing manholes and pipes, unless otherwise specifically authorized in writing by the Engineer.

Installation of the connector shall be performed using a calibrated installation tool furnished by the connector manufacturer. Installation shall require no re-tightening after the initial installation. Installation shall be done in accordance with the manufacturer’s instructions.

The external compression take-up clamps shall be installed in accordance with the manufacturer’s instructions.

The Contractor shall use the proper size connector in accordance with the connector manufacturer’s recommendations. All dead-end pipe stubs shall be restrained in accordance with ASTM C-923.

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The internal expansion sleeve shall be comprised of Series 300 non-magnetic stainless steel. The external compression take-up clamps shall also be Series 300 non-magnetic stainless steel. No welds shall be utilized in the sleeve and clamp construction.

Page 15-15, Article 1525-3 (B) Construction Methods, Installation of Precast Units:

Add the following paragraph:

All exterior manhole riser joints, including the joint at the cone, shall be sealed with an external rubber sleeve. The sleeve shall be made of stretchable, self-shrinking rubber, with a minimum thickness of 30 mils. The back side of each wrap shall be coated with a cross-linked reinforced butyl adhesive. The butyl adhesive shall be a non-hardening sealant, with a minimum thickness of 30 mils.

Page 15-15, Sub-article 1525-3 (D) Testing

Add the following:

(1) Vacuum Testing Sewer Manholes:

All precast sanitary sewer manholes installed by the Contractor shall be vacuum tested for leakage. This test shall be done in accordance with ASTM C-1244 and in the presence of the utility owner. Provide all the necessary labor, materials, equipment, testing apparatus, and all other incidentals necessary to complete the vacuum test. All testing equipment used shall be approved for use in vacuum testing manholes.

Each manhole shall be tested after assembly. All lift holes shall be plugged with an approved non-shrink grout. All lines, including laterals, entering the manhole shall be temporarily plugged. Ensure that the pipes and plugs are secure in place to prevent them being drawn into the manhole. The test head shall be placed directly on top of the concrete surface of the manhole following the manufacturer's recommendations, rather than to the cast iron seating ring.

Manholes may be tested either prior to backfill or post backfill at the contractor's option. For pre-backfill testing, a vacuum of 10 inches of Mercury (inches Hg) shall be drawn on the manhole, the valve on the vacuum line of the test head closed, and the vacuum pump shut off. The time shall be measured for the vacuum to drop to 9 inches of Mercury (inches Hg). The manhole is acceptable if the time for the vacuum reading to drop from 10 inches of Mercury to 9 inches of Mercury meets or exceeds the values indicated below:

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Manhole Depth	Diameter of Manhole		
	4' Diameter	5' Diameter	6' Diameter
10' or less	25 sec	33 sec	41 sec
11' to 15'	38 sec	49 sec	62 sec
16' to 20'	50 sec	65 sec	81 sec
21' to 25'	62 sec	82 sec	101 sec
25' to 30'	74 sec	98 sec	121 sec

Vacuum testing backfilled manholes is not recommended in the presence of groundwater. Vacuum testing a backfilled manhole that is subjected to hydrostatic pressure may exceed the design limits of the flexible connectors and could lead to failure of the structure, joints, and/or connectors. Where groundwater is present a reduction in the vacuum pressure applied to the manhole will be required. The vacuum shall be reduced by 1 inch of Mercury for every 1 foot of hydrostatic head between 12 feet and 21 feet. A vacuum test should not be performed when the hydrostatic head exceeds 22 feet. See the chart below:

Hydrostatic Head (ft)*	12	13	14	15	16	17	18	19	20	21	22
Vacuum Pressure (in Hg)	10	9	8	7	6	5	4	3	2	1	**

*Hydrostatic head above the critical connector (critical connector is bottom most flexible connector)

**Do not perform vacuum test

If the manhole fails the initial test, the manhole shall be repaired by an approved method until a satisfactory test is obtained. All repair methods shall be approved by the Engineer prior to being used. Retesting shall be performed until a satisfactory test is accomplished.

Section 1530-Abandon or Remove Utilities

Page 15-16, Sub-article 1530-3(A) Abandoning Pipe:

Add the following paragraphs:

Perform kill-outs of existing mains to be abandoned as designated on the Drawings. Kill-outs shall consist of the following requirements:

1. Kill out shall be done a minimum of 5 feet from any fitting on the existing water main that is to remain in service.
2. Ductile iron pipe stiff knee shall be 4" diameter for mains 12" or less. Utilize 8" ductile iron pipe or larger for mains larger than 12". Minimum length of 5 feet of stiff knee shall be provided. Stiff knee shall be encased in concrete. Concrete shall cover the abandoned pipe but it shall not come in contact with the active water main or any fittings on the active water main.

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Place blocks rated as the same compressive strength as the concrete under the stiff knee to provide support during concrete placement.

3. On the active water main side of the stiff knee, provide full body mechanical joint sleeve with restraining gland and restraining plug or cap.
4. On the abandoned water main side, provide minimum ¼” steel plate or ductile iron cap or plug.
5. Coordinate outages with Engineer and other work to minimize number of planned outages.
6. Abandoned pipe shall be grout filled or removed in accordance with Section 1530.

Remove valves, or close valves and remove the top of the valve box to an elevation 2-feet below the roadway subgrade or finished grade and backfill.

Section 1540-Encasement**Page 15-18, Sub-article 1540-2, Materials:**

Add the following paragraphs:

Encasement wall thickness for the railroad crossing shall comply with the following chart unless indicated otherwise on the Drawings or defined by the Department or Railroad.

CARRIER PIPE (Dia. in inches)	MIN CASING SIZE (inches)	WALL THICKNESS (inches)	RAILROAD WALL THICKNESS (inches)
4	10	0.250	0.188
6	12	0.250	0.281
8	16	0.250	0.281
12	24	0.500	0.375
16	30	0.500	0.469
18	30	0.500	0.469
24	36	0.500	0.532
30	42	0.500	0.625
36	48	0.500	0.688

The Contractor may substitute larger size casing pipe (particularly for sewer mains where grade and alignment are critical) with the proper wall thickness. All additional costs shall be included in the cost of the encasement. Furthermore, the Contractor will be responsible for all engineering costs to update the 100-year design service life for the larger encasement at their expense.

PROJECT SPECIAL PROVISIONS

Utilities by Others

V&M Vaughn & Melton
Consulting Engineers
1318 F. Patton Ave.
Asheville, North Carolina 28806
828-253-2796
www.vaughnmelton.com

General:

The following utility companies have facilities within the construction limits of this project:

- A) Duke Energy Carolina- Power
- B) WCU (Western Carolina University)- Power
- C) Frontier Communications- Communications
- D) Optimum CATV (aka Morris Broadband)- Communications
- E) Dominion Energy- Natural Gas

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

The Contractor's attention is directed to Article 105-8 of the 2018 Standard Specifications.

Utilities Requiring Adjustment:

Utility Relocations are shown on the Utilities by Others Plans.

A) Duke Energy – Overhead Power Lines

- 1) Duke Energy will relocate their joint use poles and overhead power lines within the project limits by the Date of Availability.
- 2) Contact person for Duke Energy is Mr. Bob Mabry at (828) 698-2055.

B) WCU Power – Overhead Power Lines

- 1) WCU Power will relocate their overhead power lines within the project limits by the Date of Availability.
- 2) Contact person for WCU Power is Mr. Matt Millican at (828) 227-4022.

PROJECT SPECIAL PROVISIONS

Utilities by Others

C) Frontier Communications – Overhead/Underground communication cables

- 1) Frontier Communications will relocate their overhead and underground communication facilities within the project limits by the Date of Availability.
- 2) Contact person for Frontier Communications is Mr. Jerry Fisher at (828) 631-4009.

D) Optimum CATV (aka Morris Broadband)- Overhead communication cables

- 1) Optimum CATV will relocate their overhead communication facilities within the project limits by the Date of Availability.
- 2) Contact person for Optimum CATV is Jennifer Jablonski at (828) 697-3600.

E) Dominion Energy Gas

- 1) Dominion Energy will relocate their facilities by the Date of Availability. The contractor will need to coordinate with Dominion Energy for the construction of the 30" RCP on -Y2-
- 2) Contact person for Dominion Energy is Blake Allison at (704) 810-3233.

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Project Special Provisions
Erosion Control

STABILIZATION REQUIREMENTS:

(3-11-2016)

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:**(WestEd)**

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

Shoulder and Median Areas

August 1 - June 1

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

May 1 - September 1

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

Areas Beyond the Mowing Pattern, Waste and Borrow Areas:

August 1 - June 1

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

May 1 - September 1

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

4000#

Limestone

4000#

Limestone

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	

Approved Kentucky Bluegrass Cultivars:

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4-Season	Blue Velvet	Gladstone	Quantum Leap
Alexa II	Blueberry	Granite	Rambo
America	Boomerang	Hampton	Rhapsody
Apollo	Brilliant	Harmonie	Rhythm
Arcadia	Cabernet	Impact	Rita
Aries	Champagne	Jefferson	Royce
Armada	Champlain	Juliet	Rubicon
Arrow	Chicago II	Jump Start	Rugby II
Arrowhead	Corsair	Keeneland	Shiraz
Aura	Courtyard	Langara	Showcase
Avid	Delight	Liberator	Skye
Award	Diva	Madison	Solar Eclipse
Awesome	Dynamo	Mercury	Sonoma
Bandera	Eagleton	Midnight	Sorbonne
Barduke	Emblem	Midnight II	Starburst
Barnique	Empire	Moon Shadow	Sudden Impact
Baroness	Envicta	Moonlight SLT	Total Eclipse
Barrister	Everest	Mystere	Touche
Barvette HGT	Everglade	Nu Destiny	Tsunami
Bedazzled	Excursion	NuChicago	Unique
Belissimo	Freedom II	NuGlade	Valor
Bewitched	Freedom III	Odyssey	Voyager II
Beyond	Front Page	Perfection	Washington
Blacksburg II	Futurity	Pinot	Zinfandel
Blackstone	Gaelic	Princeton 105	
Blue Note	Ginney II	Prosperity	

Approved Hard Fescue Cultivars:

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

On cut and fill slopes 2:1 or steeper add 20# Sericea Lespedeza and 15# Crown Vetch January 1 - December 31.

The Crown Vetch Seed should be double inoculated if applied with a hand seeder. Four times the normal rate of inoculant should be used if applied with a hydroseeder. If a fertilizer-seed slurry is used, the required limestone should also be included to prevent fertilizer acidity from killing the inoculant bacteria. Caution should be used to keep the inoculant below 80° F to prevent harm to the bacteria. The rates and grades of fertilizer and limestone shall be the same as specified for *Seeding and Mulching*.

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

Native Grass Seeding And Mulching

(West)

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

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

August 1 - June 1

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

May 1 – September 1

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

Approved Creeping Red Fescue Cultivars:

Aberdeen

Boreal

Epic

Cindy Lou

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

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

Measurement and Payment

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

TEMPORARY SEEDING:

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

FERTILIZER TOPDRESSING:

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

SUPPLEMENTAL SEEDING:

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

MOWING:

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

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.

REFORESTATION:**Description**

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

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

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

Materials

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

Construction Methods

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

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

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

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

Measurement and Payment

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

RESPONSE FOR EROSION CONTROL:

Description

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

Section	Erosion Control Item	Unit
1605	Temporary Silt Fence	LF
1606	Special Sediment Control Fence	LF/TON
1615	Temporary Mulching	ACR
1620	Seed - Temporary Seeding	LB
1620	Fertilizer - Temporary Seeding	TN

1631	Matting for Erosion Control	SY
SP	Coir Fiber Mat	SY
1640	Coir Fiber Baffles	LF
SP	Permanent Soil Reinforcement Mat	SY
1660	Seeding and Mulching	ACR
1661	Seed - Repair Seeding	LB
1661	Fertilizer - Repair Seeding	TON
1662	Seed - Supplemental Seeding	LB
1665	Fertilizer Topdressing	TON
SP	Safety/Highly Visible Fencing	LF
SP	Response for Erosion Control	EA

Construction Methods

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

Measurement and Payment

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

Payment will be made under:

Pay Item

Response for Erosion Control

Pay Unit

Each

ENVIRONMENTALLY SENSITIVE AREAS:

Description

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

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

Construction Methods

(A) Clearing and Grubbing

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

(B) Grading

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

(C) Temporary Stream Crossings

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

(D) Seeding and Mulching

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

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

(E) Stage Seeding

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

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

MINIMIZE REMOVAL OF VEGETATION:

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

STOCKPILE AREAS:

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

ACCESS AND HAUL ROADS:

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

CONSTRUCTION MATERIALS MANAGEMENT

(3-19-19) (rev. 04-27-20)

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+Quality/Environmental+Sciences/ATU/PAM8_30_18.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:

(2-16-11) (Rev. 3-17-22)

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/Contract%20Reclamation%20Procedures.pdf>

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

TEMPORARY DIVERSION:

This work consists of installation, maintenance, and cleanout of *Temporary Diversions* in accordance with Section 1630 of the *Standard Specifications*. The quantity of excavation for installation and cleanout will be measured and paid for as *Silt Excavation* in accordance with Article 1630-3 of the *Standard Specifications*.

CLEAN WATER DIVERSION:

Description

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

Materials

Refer to Division 10

Item	Section
Geotextile for Soil Stabilization, Type 4	1056

Construction Methods

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

Line clean water diversion with geotextile unrolled in the direction of flow and lay smoothly but loosely on soil surface without creases. Bury top of slope geotextile edge in a trench at least 5" deep and tamp securely. Make vertical overlaps a minimum of 18" with upstream geotextile overlapping the downstream geotextile.

Secure geotextile with eleven gauge wire staples shaped into a *u* shape with a length of not less than 6" and a throat not less than 1" in width. Place staples along outer edges and throughout the geotextile a maximum of 3 ft. horizontally and vertically.

Measurement and Payment

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

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

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

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

SAFETY FENCE AND JURISDICTIONAL FLAGGING:

Description

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

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

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

Materials

(A) Safety Fencing

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

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

(B) Boundary Flagging

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

Construction Methods

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

(A) Safety Fencing

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

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

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

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

(B) Boundary Flagging

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

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

Installation of boundary flagging for delineation of all jurisdictional boundaries at staging areas, waste sites, or borrow pits shall be performed in accordance with Subarticle 230-4(B)(5) or

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

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

Measurement and Payment

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

Payment will be made under:

Pay Item	Pay Unit
Safety Fence	Linear Foot

SKIMMER BASIN WITH BAFFLES:

Description

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

Materials

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.

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

Wooden Stakes:

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

Steel Reinforcement Bars:

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

Staples:

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

Construction Methods

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

Install skimmer device according to manufacturer recommendations. Install 4" Schedule 40 PVC pipe into dam on the lower side of basin 1 ft. from the bottom of the basin and according to the detail, and extend the pipe so the basin will drain. Attach a 6 ft. arm pipe to the coupling connection and skimmer according to manufacturer recommendations. The coupling shall be rigid and non-buoyant and not exceed a diameter of 4" and 12" in length. Attach the rope included with the skimmer to the tee between the vent socket and the tube inlet, and the other end to a wooden stake or metal post. Clean out skimmer device when it becomes clogged with sediment and/or debris and is unable to float at the top of water in skimmer basin. Take appropriate measures to avoid ice

accumulation in the skimmer device. Construct a stone pad of Class B stone directly underneath the skimmer device at bottom of basin. The pad shall be a minimum of 12" in height, and shall have a minimum cross sectional area of 4 ft. by 4 ft.

Line primary spillway with geotextile unrolled in the direction of flow and lay smoothly but loosely on soil surface without creases. Bury edges of geotextile in a trench at least 5" deep and tamp firmly. If geotextile for the primary spillway is not one continuous piece of material, make horizontal overlaps a minimum of 18" with upstream geotextile overlapping the downstream geotextile. Secure geotextile with eleven gauge wire staples shaped into a *u* shape with a length of not less than 12" and a throat not less than 1" in width. Place staples along outer edges and throughout the geotextile a maximum of 3 ft. horizontally and vertically. Geotextile shall be placed to the bottom and across the entire width of the basin according to the Skimmer Basin with Baffles detail. Place sealant inside basin around barrel pipe on top of geotextile with a minimum width of 6 in.

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

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

Measurement and Payment

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

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

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

___" *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.

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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

__ " Skimmer
Coir Fiber Mat

Pay Unit

Each
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

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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.

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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

WATTLE BARRIER:

(5-20-13) 1630

Description

Wattle barriers are tubular products consisting of excelsior fibers encased in natural or synthetic netting and used at the toe of fills or on slopes to intercept runoff. Wattle barriers are to be placed at locations shown on the plans or as directed. Installation shall follow the detail provided in the plans and as directed. Work includes furnishing materials, installation, maintenance and removing wattle barriers.

Materials

Wattle shall meet the following specifications:

Inner Material	100% Curled Wood (Excelsior) Fibers
Minimum Diameter	18"
Minimum Length	10 ft.
Minimum Density	2.9 lb./c.f.± 10%
Net Material	Synthetic
Net Openings	1" x 1"
Net Configuration	Totally Encased
Minimum Weight	5 lb./ft. ± 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

Align wattle barriers in an overlapping and alternating pattern. Excavate a trench the entire length of each wattle with a depth of 2" to 3" for the wattle to be placed. Secure wattle barriers to the soil by wire staples approximately every linear foot and at the end of each wattle. Install at least 4 stakes on the downslope side of the wattle with a maximum spacing of 2 linear feet, and according to the detail. Install at least 2 stakes on the upslope side of the wattle barrier according to the detail provided in the plans. Drive stakes into the ground at least 10" with no more than 2" projecting from the top of the wattle. Drive stakes at an angle according to the detail provided in the plans.

For wattle barriers used to reduce runoff velocity for large slopes, use a maximum spacing of 25 ft. for the barrier measured along the slope.

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

Measurement and Payment

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

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Payment will be made under:

Pay Item

Wattle Barrier

Pay Unit

Linear Foot

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

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

Materials

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

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

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

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

Construction Methods

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

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

17BP.14.R.212 / WBS 44983

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

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

Measurement and Payment

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

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

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

Payment will be made under:

Pay Item	Pay Unit
Polyacrylamide(PAM)	Pound

IMPERVIOUS DIKE:
(9-9-11)(Rev. 11-15-22)

Description

This work consists of furnishing, installing, maintaining, pumping 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 by the Engineer.

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.

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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.

Construction Methods

Where impervious dikes are shown on the plans and used to dewater or lower the water elevation, construct in accordance with Article 410-4 and 410-5.

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 by the Engineer. Such price and payment will be full compensation for all work including but not limited to furnishing materials, construction, maintenance, pumping 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:

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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

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FLOATING TURBIDITY CURTAIN:**Description**

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

Materials

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

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

*md - machine direction

*cd - cross machine direction

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

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

Construction Methods

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

Measurement and Payment

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

Payment will be made under:

Pay Item**Pay Unit**

17BP.14.R.212 / WBS 44983

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Jackson County

Floating Turbidity Curtain

Square Yard

STREAM CHANNEL RELOCATION LIMITATIONS:

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

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

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

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

Approx. Sta. 11+45.45 to 16+05 -L- RT

Approx. Sta. 16+75 to 20+75 -L- RT

Approx. Sta. 10+50 to 11+50 -DR2- LT

STREAMBANK REFORESTATION:**Description**

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

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

Materials

Item	Section
Coir Fiber Mat	1060-14

Live Stakes:

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

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

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

Wooden Stakes:

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

Steel Reinforcement Bars:

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

Staples:

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

Bare Root Seedlings:

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

Construction Methods

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

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

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

over and bury matting to the full depth of the trench, close and tamp firmly. Overlap matting at least 6" where 2 or more widths of matting are installed side by side.

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

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

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

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

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

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

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

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

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

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

Measurement and Payment

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

Payment will be made under:

Pay Item	Pay Unit
Streambank Reforestation	Acre

CONCRETE WASHOUT STRUCTURE:

(12-10-20)

Description

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

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

Materials

Item	Section
Temporary Silt Fence	1605

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

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

Construction Methods

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

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

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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/ConcreteWashoutStructu redetail.pdf>

[Alternate details for accommodating concrete washout may be submitted for review and approval.](#)

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

Maintenance and Removal

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

Inspect concrete washout structures for damage and maintain for effectiveness.

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

Measurement and Payment

Concrete Washout Structure will be paid for per each enclosure installed in accordance with the details. If alternate details or commercially available devices are approved, then those devices will also be paid for per each approved and installed device.

Temporary Silt Fence will be measured and paid for in accordance with Article 1605-5 of the *Standard Specifications*.

Safety Fence shall be measured and paid for as provided elsewhere in this contract.

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

Payment will be made under:

Pay Item

Concrete Washout Structure

Pay Unit

Each

TACK FOR MULCH FOR EROSION CONTROL:
(07-19-22)

Description

This work consists of supplying and installing of an approved material for binding mulch for erosion control in accordance with Section 1060-5, Section 1615 and Section 1660 of the *Standard Specifications*. This provision defines acceptable materials and rates for tacking material for holding mulch in place.

Materials

(a) Emulsified Asphalt

Asphalt emulsion tack shall conform to the requirements of AASHTO M 140, Specification for Emulsified Asphalt. The emulsified asphalt may be rapid setting, medium setting, or slow setting. Apply emulsified asphalt tackifier at a rate of 0.10 gallons per square yard (approximately 484 gallons per acre).

(b) Cellulose Hydromulch

Cellulose hydromulch products shall be non-toxic, weed-free, prepackaged cellulose fiber (pulp) material containing no more than 3% ash or other inert materials. Cellulose hydromulches may contain dyes or binders specifically formulated to enhance the adhesive qualities of the hydromulch. Apply cellulose hydromulches at a rate of 1000 pounds (dry weight) per acre.

Wood fiber or wood fiber blend hydromulches may be substituted for cellulose hydromulch at the same application rate.

(c) Other tackifiers

Other approved materials, specifically designed and manufactured for application as a straw mulch tacking agent, may be used at the manufacturer's recommended rate.

Construction Methods

Apply the Tack for Mulch for Erosion Control uniformly across straw mulch per Section 1615 and Section 1660 of the *Standard Specifications*.

Payment

Tack for Mulch for Erosion Control is incidental to the application of *Temporary Mulching*, Section 1615-4, and *Seeding and Mulching*, Section 1660-8, and no additional payment will be made.

LITTER REMOVAL (MOWING AREAS ONLY):

(07-19-22)

Description

This work consists of the pickup, removal, and disposal of litter from roadsides within the construction project prior to mowing operations.

Construction Methods

Provide labor, equipment and materials necessary for the pickup and removal of litter from non-construction sources and the disposal of same into state approved landfills. The Contractor shall abide by all ordinances, laws and regulations regarding disposal of litter and recycling of eligible materials. Wastes generated from construction activities shall be managed as provided elsewhere in the contract. Litter items may consist of any item not considered normal to the right-of-way, including but not limited to, varied sizes of bottles, cans, paper, tires, tire pieces, lumber, vehicle parts, building supplies, metals, household furnishings, cardboard, plastics, ladders, brush and other items not considered normal to the right of way. Litter removal shall be performed in designated areas within five days prior to any mowing operations and as directed by the Engineer. Designated areas shall include vegetated medians and shoulders within the project limits including all interchange ramps and other areas to be mown. Designated areas may be omitted for litter removal by the Engineer due to safety concerns.

The Contractor shall provide adequate personnel and materials to collect and remove litter. The Contractor shall be responsible for locating and utilizing approved local landfills and recycling facilities. Refer to Section 105-27 of the *Standard Specifications* for potential hazardous materials. All collected litter shall be containerized immediately and kept off the traveled portions of the roadway, shoulders, and rights-of-way (including paved shoulders). All collected litter that is small enough to be placed in a bag shall be bagged immediately. All collected litter that is too large for a bag shall be placed into a vehicle. Extended storage or stockpiling of collected litter and recyclables will not be permitted.

The Contractor's personnel shall dispose of any litter in a landfill approved by North Carolina Division of Waste Management. The Contractor will not be allowed to use NCDOT accounts at the landfills/recycling centers nor be allowed to dispose of the litter in NCDOT trash containers on any NCDOT property.

The Contractor shall report online the number of bags of litter and any recycling on the NCDOT Litter Management Website on the date of the pickup at the following website:

<https://apps.ncdot.gov/LM>

An access code ('Pickup Key') for the online reporting portal may be obtained via emailing the Roadside Environmental Unit Litter Management Section at ncdot.clr@ncdot.gov. The Contractor shall request access to the litter removal reporting website prior to starting initial litter collection operations.

Measurement and Payment

The quantity of litter removal to be performed will be affected by the actual conditions that occur during construction of the project. The quantity of litter removal may be increased, decreased, or eliminated entirely as directed by the Engineer. Such variations in quantity will not be considered as alterations in the details of construction or a change in the character of the work.

Manual Litter Removal will be measured and paid as the actual number of man hours each worker spends picking up litter. Such price and payment will be full compensation for all litter removal work covered by *Litter Removal*, including, but not limited to, furnishing all materials, labor, equipment, transport, reporting, and incidentals necessary to accomplish the work.

Litter Disposal will be measured and paid for by the actual number of tons of litter collected and properly disposed of at a state approved landfill. Such price and payment will be full compensation for all fees, labor, transport, and incidentals necessary to dispose of collected litter associated with *Litter Removal*.

All traffic control necessary to provide a safe work area for *Litter Removal* shall be paid for as specified elsewhere in the contract.

Payment will be made under:

Pay Item	Pay Unit
Manual Litter Removal	MHR
Litter Disposal	TON

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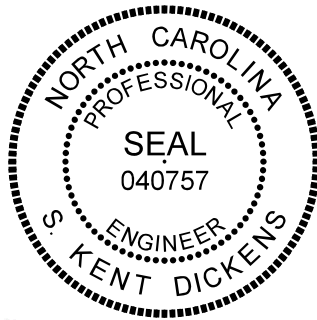
Jackson County

Project Special Provisions

Structure

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Kent Dickens 3/23/2022

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Jackson County

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.

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

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

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

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

Overhang width is measured from the centerline of the girder to the edge of the deck slab. For Type II, III & IV prestressed concrete girders (PCG), 45-degree cast-in-place half hangers and rods must have a minimum safe working load of 6,000 lbs.

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

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

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

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

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

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

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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.

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

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

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B. Review and Approval

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

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

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

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

4.0 CONSTRUCTION REQUIREMENTS

All requirements of Section 420 of the Standard Specifications apply.

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

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

A. Maintenance and Inspection

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

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

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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.

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SUBMITTAL OF WORKING DRAWINGS

(2-14-22)

8.0 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.

9.0 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:

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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

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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

10.0 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”

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Expansion Joint Seals (modular)	Y	N	“Modular Expansion Joint 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	Y	N	Railroad Provisions

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over Railroad
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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.

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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.

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Jackson County

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.

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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.

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Jackson County

ASBESTOS ASSESSMENT FOR BRIDGE DEMOLITION AND RENOVATION ACTIVITIES

(12-30-15)

1.0 INSPECTION FOR ASBESTOS CONTAINING MATERIAL

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

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

- ACM was found
 ACM was not found

2.0 REMOVAL AND DISPOSAL OF ASBESTOS CONTAINING MATERIAL

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

An Asbestos Removal Permit must be obtained from the Health Hazards Control Unit (HHCU) of the N.C. Department of Health & Human Services, Division of Public Health, if more than 35 cubic feet, 160 square feet, or 260 linear feet of regulated ACM (RACM) is to be removed from a structure and this work must be completed by a contractor prequalified by NCDOT to perform asbestos abatement. RACM is defined in 40 CFR, Part 61, Subpart M. Note: 40 CFR 763.85 (a)(4) vi)(D) defines ACM as surfacing, TSI and Miscellaneous which does not meet the NESHAP RACM.

3.0 DEMOLITION NOTIFICATION

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

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3768-R to HHCU. Reference the North Carolina Administrative Code, Chapter 10A, Subchapter 41C, Article .0605 for directives on revision submissions.

Contact Information

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

4.0 SPECIAL CONSIDERATIONS

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

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

Buncombe County

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

Forsyth County

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

Mecklenburg County

Land Use and Environmental Services Agency
Mecklenburg Air Quality
700 N. Tryon Street
Charlotte, NC 28202
(704) 336-5430

5.0 ADDITIONAL INFORMATION

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

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

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6.0 BASIS OF PAYMENT

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

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.

U.S. ARMY CORPS OF ENGINEERS
WILMINGTON DISTRICT

Action Id. SAW-2021-01746 County: Jackson County U.S.G.S. Quad: Sylva South

GENERAL PERMIT (REGIONAL AND NATIONWIDE) VERIFICATION

Permittee: North Carolina Department of Transportation
Address: Mr. Patrick Breedlove
253 Webster Road
Sylva NC, 28779

Nearest Town Cullowhee
Nearest Waterway Cullowhee Creek River Basin Upper Tennessee
USGS HUC 06010203 Coordinates Latitude: 35.3177919741796
Longitude: -83.1800773574238

Location description: The Bridge 159 Replacement and Monteith Gap Road Improvement Project is located along Monteith Gap Road and Ledbetter Road near the intersection of Monteith Gap Road and South Painter Road in Cullowhee, Jackson County, North Carolina.

Description of projects area and activity: This permit verification authorizes the replacement of an obsolete bridge with a new bridge as well as construct pedestrian sidewalks and a roundabout for traffic control. The new bridge will be constructed directly upstream of the existing bridge and Monteith Gap Road will be shifted away from the Tuckasegee River. Specific impacts include the temporary impact to 265 lf of stream channel due to dewatering, the permanent impact to 70 lf of stream channel due to the placement of riprap stabilization and the permanent impact to 0.269 acres of wetlands due to fill for the new roundabout.

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

Authorization: Regional General Permit Number and/or Nationwide Permit Number: GP 50 - NCDOT - Bridge, Road Widening and Interchanges

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

Special Conditions

- 1) Endangered Species: In order to avoid and minimize effects to Indiana bat (*Myotis sodalis*) and Appalachian Elktoe (*Alasmidonta raveneliana*), DOT will comply with the following measures:
 - a. No tree removal required for bridge replacement will occur during October 16 to March 31, avoiding impacts to potentially roosting bats.
 - b. A bridge survey will be conducted to confirm the absence of bats or evidence of bat use prior to bridge demolition.
 - c. No night work will occur, and no artificial lighting will be added to the action area.
 - d. Erosion control measures for sensitive watersheds will be implemented.
 - e. NCDOT will hold a preconstruction meeting and discuss with the contractor and relevant NCDOT staff the need to adhere to stringent Best Management Practices for erosion and sediment control, given the proximity of the work to sensitive waters. NCDOT will extend an invitation to the U.S. Fish and Wildlife Service (Service) to attend this preconstruction meeting.
- 2) In order to compensate for impacts associated with this permit, mitigation shall be provided in accordance with the provisions outlined on the most recent version of the attached Compensatory Mitigation Responsibility Transfer Form. The requirements of this form, including any special conditions listed on this form, are hereby incorporated as special conditions of this permit authorization.

Your work is authorized by the above referenced permit provided it is accomplished in strict accordance with the attached conditions and your submitted application dated August 12, 2021 and ensuing record. Any violation of the attached conditions or deviation from your submitted plans may subject the permittee to a stop work order, a restoration order, a Class I administrative penalty, and/or appropriate legal action.

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This verification will remain valid until the expiration date identified below unless the nationwide and/or regional general permit authorization is modified, suspended or revoked. If, prior to the expiration date identified below, the nationwide and/or regional general permit authorization is reissued and/or modified, this verification will remain valid until the expiration date identified below, provided it complies with all requirements of the modified nationwide permit. If the nationwide and/or regional general permit authorization expires or is suspended, revoked, or is modified, such that the activity would no longer comply with the terms and conditions of the nationwide permit, activities which have commenced (i.e., are under construction) or are under contract to commence in reliance upon the nationwide and/or regional general permit, will remain authorized provided the activity is completed within twelve months of the date of the nationwide and/or regional general permit's expiration, modification or revocation, unless discretionary authority has been exercised on a case-by-case basis to modify, suspend or revoke the authorization.

Activities subject to Section 404 (as indicated above) may also require an individual Section 401 Water Quality Certification. You should contact the NC Division of Water Resources (telephone 919-807-6300) to determine Section 401 requirements.

For activities occurring within the twenty coastal counties subject to regulation under the Coastal Area Management Act (CAMA), prior to beginning work you must contact the N.C. Division of Coastal Management in Morehead City, NC, at (252) 808-2808.

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

If there are any questions regarding this verification, any of the conditions of the Permit, or the Corps of Engineers regulatory program, please contact **Crystal Amschler at (828) 271-7980 X 4231 or Crystal.C.Amschler@usace.army.mil.**

Corps Regulatory Official: **Crystal Amschler** Digitally signed by Crystal Amschler Date: **November 15, 2021**
Expiration Date of Verification: **May 25, 2025** Date: 2021.11.15 12:56:06 -05'00'

A. Determination of Jurisdiction:

- 1. There are waters, including wetlands, on the above described project area that may be subject to Section 404 of the Clean Water Act (CWA) (33 USC § 1344) and/or Section 10 of the Rivers and Harbors Act (RHA) (33 USC § 403). This preliminary determination is not an appealable action under the Regulatory Program Administrative Appeal Process (Reference 33 CFR Part 331). However, you may request an approved JD, which is an appealable action, by contacting the Corps district for further instruction. Please note, if work is authorized by either a general or nationwide permit, and you wish to request an appeal of an approved JD, the appeal must be received by the Corps and the appeal process concluded prior to the commencement of any work in waters of the United States and prior to any work that could alter the hydrology of waters of the United States.
- 2. There are Navigable Waters of the United States within the above described project area subject to the permit requirements of Section 10 of the Rivers and Harbors Act (RHA) (33 USC § 403) and Section 404 of the Clean Water Act (CWA) (33 USC § 1344). Unless there is a change in the law or our published regulations, this determination may be relied upon for a period not to exceed five years from the date of this notification.
- 3. There are waters, including wetlands, within the above described project area that are subject to the permit requirements of Section 404 of the Clean Water Act (CWA) (33 USC § 1344). Unless there is a change in the law or our published regulations, this determination may be relied upon for a period not to exceed five years from the date of this notification.
- 4. A jurisdiction determination was not completed with this request. Therefore, this is not an appealable action. However, you may request an approved JD, which is an appealable action, by contacting the Corps for further instruction.
- 5. The aquatic resources within the above described project area have been identified under a previous action. Please reference the approved jurisdictional determination issued . Action ID: SAW- .

B. Basis For Jurisdictional Determination: N/A. An Approved JD has not been completed.

C. Attention USDA Program Participants

This delineation/determination has been conducted to identify the limits of Corps' Clean Water Act jurisdiction for the particular site identified in this request. The delineation/determination may not be valid for the wetland conservation provisions of the Food Security Act of 1985. If you or your tenant are USDA Program participants, or anticipate participation in USDA programs, you should request a certified wetland determination from the local office of the Natural Resources Conservation Service, prior to starting work.

D. Appeals Information for Approved Jurisdiction Determinations (as indicated in A2 and A3 above).

If you object to this determination, you may request an administrative appeal under Corps regulations at 33 CFR Part 331. Enclosed you will find a Notification of Appeal Process (NAP) fact sheet and Request for Appeal (RFA) form. If you request to appeal this determination you must submit a completed RFA form to the following address:

US Army Corps of Engineers
South Atlantic Division
Attn: Jason Steele, Review Officer
60 Forsyth Street SW, Room 10M15
Atlanta, Georgia 30303-8801
Phone: (404) 562-5137

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

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

Crystal Amschler

Digitally signed by Crystal

Amschler

Corps Regulatory Official:

Crystal Amschler

Date: 2021.11.15 12:56:31 -05'00 Date of PJD: November 15, 2021

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Action ID Number: SAW-2021-01746

County: Jackson County

Permittee: North Carolina Department of Transportation

Project Name: NCDOT / Bridge No. 159 on SR 1336 Monteith Gap Road / Cullowhee Creek / Jackson County

Date Verification Issued: November 15, 2021

Project Manager: Crystal Amschler

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

US ARMY CORPS OF ENGINEERS
WILMINGTON DISTRICT
Attn: Crystal Amschler, Project Manager
Asheville Regulatory Field Office
151 Patton Avenue, Room 208
Asheville, North Carolina 28801

Please note that your permitted activity is subject to a compliance inspection by a U. S. Army Corps of Engineers representative. Failure to comply with any terms or conditions of this authorization may result in the Corps suspending, modifying or revoking the authorization and/or issuing a Class I administrative penalty, or initiating other appropriate legal action.

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

Signature of Permittee

Date

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

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

DEPARTMENT OF THE ARMY REGIONAL GENERAL PERMIT

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

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

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

Activities authorized by this RGP:

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

1. Special Conditions.

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

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

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

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

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

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

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

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

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

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

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

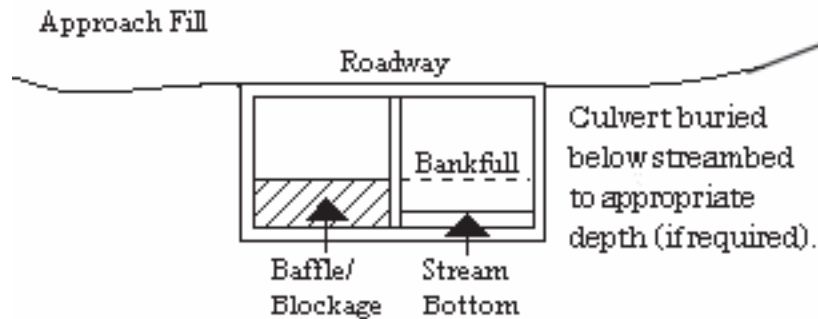
(4) Appropriate actions to prevent destabilization of the channel and head cutting upstream shall be incorporated in the design and placement of culverts/pipes.

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

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

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



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

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

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

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

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

The prospective permittee should contact:

NC Division of Marine Fisheries
3441 Arendell Street
Morehead City, NC 28557
Telephone 252-726-7021
or 800-682-2632

North Carolina Wildlife Resources Commission
Habitat Conservation Division
1721 Mail Service Center
Raleigh, NC 27699-1721
Telephone (919) 707-0220

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

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

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

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

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

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

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

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

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

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

(7) Riprap material shall consist of clean rock or masonry material such as, but not limited to, granite, marl, or broken concrete.

j. Discharges of dredged or fill material into waters of the U.S., including wetlands, must be minimized or avoided to the maximum extent practicable.

k. Generally, off-site detours are preferred to avoid and minimize impacts to the human and natural environment; however, if an off-site detour is considered impracticable, then an on-site detour may be considered as a necessary component of the actions authorized by this RGP. Impacts from the detour may be considered temporary and may not require compensatory mitigation if the impacted area is restored to pre-construction elevations and contours after construction is complete. The permittee shall also restore natural hydrology and stream corridors (if applicable), and reestablish native vegetation/riparian corridors. If the construction of a detour (on-site or off-site) includes standard undercutting methods, removal of all material and backfilling with suitable material is required. See special condition “s” for additional information.

l. All activities authorized by this RGP shall, to the maximum extent practicable, be

conducted "in the dry", with barriers installed between work areas and aquatic habitat to protect that habitat from sediment, concrete, and other pollutants. Where concrete is utilized, measures will be taken to prevent live or fresh concrete, including bags of uncured concrete, from coming into contact with waters of the U.S. until the concrete has set and cured. All water in the work area that has been in contact with concrete shall only be returned to waters of the U.S. when it no longer poses a threat to aquatic organisms (concrete is set and cured).

m. In cases where new alignment approaches are to be constructed and the existing approach fill in waters of the U.S. is to be abandoned and no longer maintained as a roadway, the abandoned fill shall be removed and the area will be restored to pre-construction elevations and contours. The permittee shall also restore natural hydrology and stream corridors (if applicable), and reestablish native vegetation/riparian corridors, to the extent practicable. This activity may qualify as compensatory mitigation credit for the project and will be assessed on a case-by-case basis in accordance with Special Conditions "q" and "r" in this document. Any proposed on-site wetland restoration area must be void of utility conflicts and/or utility maintenance areas. A restoration plan detailing this activity will be required with the submittal of the PCN.

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

o. The project must be implemented and/or conducted so that all reasonable and practicable measures to ensure that equipment, structures, fill pads, and work associated with the project do not adversely affect upstream and/or downstream reaches. Adverse effects include, but are not limited to, channel instability, scour, flooding, and/or shoreline/streambank erosion. During construction, the permittee shall routinely monitor for these effects, cease all work if/when detected, take initial corrective measures to correct actively eroding areas, and notify the Corps immediately. Permanent corrective measures may require additional authorization from the Corps.

p. All PCNs will describe sedimentation and erosion control structures and measures proposed for placement in waters of the U.S. To the maximum extent practicable, structures and measures will be depicted on maps, surveys or drawings showing location and impacts to jurisdictional wetlands and streams. In addition, appropriate soil and erosion control measures must be established and maintained during construction. All fills, temporary and permanent, must be adequately stabilized at the earliest practicable date to prevent erosion of fill material into adjacent waters or wetlands.

q. Compensatory mitigation will be required for permanent impacts resulting in a loss of waters of the U.S. due to culvert/pipe installation and other similar activities. Mitigation may be required for stream relocation projects (see Special Condition “r” below). When compensatory mitigation is required, the prospective permittee will attach a proposed mitigation plan to the PCN. Compensatory mitigation proposals will be written in accordance with currently approved Wilmington District guidance and Corps mitigation regulations, unless the purchase of mitigation credits from an approved mitigation bank or the North Carolina Division of Mitigation Services (NCDMS) is proposed to address all compensatory mitigation requirements. The Corps Project Manager will make the final determination concerning the appropriate amount and type of mitigation.

r. Stream Relocations (non-tidal only) - for the purposes of permitting, stream relocations are considered a loss of waters of the U.S. Depending on the condition and location of (1) the existing stream, and (2) the relocated channel, stream relocation(s) may provide a functional uplift. The Corps will determine if an uplift is possible based on the information submitted with the PCN. If the anticipated uplift(s) occurs, it may offset, either partially or fully, the loss associated with a stream relocation(s) - (i.e., due to the uplift, either no compensatory mitigation would be required for the stream relocation itself, or compensatory mitigation would be required at a reduced ratio).

Because the amount of potential uplift is dependent upon the condition (or quality) of the channel to be relocated, there is no pre-determined amount of uplift needed to satisfy the requirements for a successful relocation project. After performing the evaluation(s) noted in this document, the prospective permittee will propose a certain amount of uplift potential and the Corps project manager will make the final determination. Baseline conditions and subsequent monitoring must show that the relocated channel is providing/will provide aquatic function at, or above, the level provided by the baseline (pre-project) condition. If the required uplift is not achieved, the work will not be in compliance with this special condition of RGP 50 and remediation will be required through repair (and continued monitoring), or by the permittee providing compensatory mitigation (e.g., mitigation credit through an approved bank, mitigation credit through NCDMS, etc.).

Compensatory mitigation, in addition to the stream relocation activity, may be required if the Corps determines that (a) no uplift in stream function is achievable, (b) the proposed uplift in stream function is not sufficient, by itself, (c) the risks associated with achieving potential uplifts in stream function are excessive, and/or (d) the time period for achieving the potential uplifts/functional success is too great.

On-site compensatory mitigation is not the same as stream relocation. While stream relocation simply moves a stream to a nearby, geographically similar area, it does not generate mitigation credits. If NCDOT proposes to generate compensatory mitigation on a project site, NCDOT must submit a mitigation plan that complies with 33 CFR 332.4.

* **The prospective permittee is required to submit the following information for any proposed project that involves stream relocation, regardless of the size/length of the stream relocation** (note that 1-5 below only apply to stream relocations and not to compensatory mitigation):

- (1) A statement detailing why relocating the stream is unavoidable. In order to ensure that this action is separate from a compensatory mitigation project, the need for the fill must be related to road/interchange/intersection construction or improvement, and the project must meet the requirements set forth in the full descriptions/terms of “a” and “b” on pages 2 and 3 of this permit.
- (2) An evaluation of effects on the relocated stream and buffer from utilities, or potential for impact from utility placement in the future.
- (3) An evaluation of the baseline condition of the stream to be relocated. In order to demonstrate a potential uplift, the prospective permittee must provide the baseline (pre-impact) condition of the stream that is proposed for relocation. The prospective permittee will document the baseline condition of the stream by using the Corps’ (Wilmington District’s) current functional assessment method - e.g., the North Carolina Stream Assessment Method (NCSAM). The functional assessment must be used to identify specific areas where an uplift would reasonably be expected to occur, and also show important baseline functions that will remain after the relocation.
- (4) An evaluation of the potential uplifts to stream function for the relocated channel. The amount of detail required in the plan will be commensurate with the functional capacity of the original stream and proposed uplift(s). Low functional capacity will warrant less monitoring and less detail in the plan in order to ensure that the relocated channel provides the same, or better/increased, suite of aquatic functions as the existing channel.
- (5) A proposed monitoring plan for the relocated channel (and buffer, if applicable), will be prepared in accordance with current District guidance. The level of detail needed in the plan will be directly related to the quality of baseline functions and the anticipated uplift, therefore it is recommended that a pre-application discussion occur with the Corps Project Manager as early as possible. For example, if the risk for achieving the anticipated functional uplift is moderate or low, or if there is a low amount of proposed uplift, less information and monitoring will be required in the proposed relocation plan; similar to the requirements found in the "2003 Stream Mitigation Guidelines". If the risk for uplift is higher, or if there is a high amount of proposed uplift, additional monitoring and information will be required, trending toward the prescriptions found in the most recent Wilmington District Compensatory Mitigation Guidance – e.g., the 2016 Wilmington District Stream and Wetland Compensatory Mitigation Update. All monitoring will be for at least 5 years unless the Corps project manager determines that (a) a specific project requires less than 5 years due to site conditions or limited risk/uplift potential, and/or complexity (or simplicity) of the existing channel and/or the

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relocation work, or (b) the Corps project manager determines (during the monitoring period) that the 5 years of monitoring may be reduced (or that no further monitoring is required) based on monitoring information received once the stream relocation has been completed.

s. Upon completion of any work authorized by this RGP, all temporary fills (to include culverts, pipes, causeways, etc.) will be completely removed from waters of the U.S. and the areas will be restored to pre-construction elevations and contours. The permittee shall also restore natural hydrology and stream corridors (if applicable), and reestablish native vegetation/riparian corridors. This work will be completed within 60 days of completion of project construction. If this timeframe occurs while a required moratorium of this permit is in effect, the temporary fill shall be removed in its entirety within 60 days of the moratorium end date. If vegetation cannot be planted due to the time of the year, all disturbed areas will be seeded with a native mix appropriate for the impacted area, and vegetation will be planted during the next appropriate time frame. A native seed mix may contain non-invasive small grain annuals (e.g. millet and rye grain) to ensure adequate cover while native vegetation becomes established. The PCN must include a restoration plan showing how all temporary fills and structures will be removed and how the area will be restored to pre-project elevations and contours.

t. Once the authorized work in waters of the U.S. is complete, the permittee shall sign and return the compliance certificate that is attached to the RGP verification letter.

u. The District Engineer will consider any comments from Federal and/or State agencies concerning the proposed activity's compliance with the terms and conditions of this RGP.

v. The Corps may place additional special conditions, limitations, or restrictions on any verification of the use of RGP 50 on a project-by-project basis.

2. General Conditions.

a. Except as authorized by this RGP or any Corps approved modification to this RGP, no excavation, fill or mechanized land-clearing activities shall take place within waters or wetlands, at any time during construction or maintenance of the project. This permit does not authorize temporary placement or double handling of excavated or fill material within waters or wetlands outside the permitted area. This prohibition applies to all borrow and fill activities connected with the project.

b. Authorization under this RGP does not obviate the need to obtain other federal, state, or local authorizations.

c. All work authorized by this RGP must comply with the terms and conditions of the applicable CWA Section 401 Water Quality Certification for this RGP issued by the North Carolina Division of Water Resources (NCDWR).

d. The permittee shall employ all sedimentation and erosion control measures necessary to prevent an increase in sedimentation or turbidity within waters and wetlands outside of the permit area. This shall include, but is not limited to, the immediate installation of silt fencing or similar appropriate devices around all areas subject to soil disturbance or the movement of earthen fill, and the immediate stabilization of all disturbed areas. Additionally, the project must remain in full compliance with all aspects of the Sedimentation Pollution Control Act of 1973 (North Carolina General Statutes Chapter 113A Article 4).

e. The activities authorized by this RGP must not interfere with the public's right to free navigation on all navigable waters of the U.S. No attempt will be made by the permittee to prevent the full and free use by the public of all navigable waters at, or adjacent to, the authorized work for a reason other than safety.

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

g. The permittee, upon receipt of a notice of revocation of this RGP for the verified individual activity, may apply for an individual permit, or will, without expense to the U.S. and in such time and manner as the Secretary of the Army or his/her authorized representative may direct, restore the affected water of the U.S. to its former conditions.

h. This RGP does not authorize any activity that would conflict with a federal project's congressionally authorized purposes, established limitations or restrictions, or limit an agency's ability to conduct necessary operation and maintenance functions. Per Section 14 of the Rivers and Harbors Act of 1899, as amended (33 U.S.C. 408), no project that has the potential to take possession of or make use of for any purpose, or build upon, alter, deface, destroy, move, injure, or obstruct a federally constructed work or project, including, but not limited to, levees, dams, jetties, navigation channels, borrow areas, dredged material disposal sites, flood control projects, etc., shall be permitted unless the project has been reviewed and approved by the appropriate Corps approval authority. Permittees shall not begin the activity authorized by this RGP until notified by the Corps that the activity may proceed.

i. The permittee shall obtain a Consent to Cross Government Easement from the appropriate Corps District's Land Use Coordinator prior to any crossing of a Corps easement and/or prior to commencing construction of any structures, authorized dredging, or other work within the right-of-way of, or in proximity to, a federally designated disposal area.

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j. The permittee will allow the Wilmington District Engineer or his/her representative to inspect the authorized activity at any time deemed necessary to ensure that the activity is being performed or maintained in strict accordance with the Special and General Conditions of this permit.

k. This RGP does not grant any property rights or exclusive privileges.

l. This RGP does not authorize any injury to the property or rights of others.

m. This RGP does not authorize the interference with any existing or proposed federal project.

n. In issuing this permit, the Federal Government does not assume any liability for the following:

(1) Damages to the permitted project or uses thereof as a result of other permitted or unpermitted activities or from natural causes.

(2) Damages to the permitted project or uses thereof as a result of current or future activities undertaken by or on behalf of the U.S. in the public interest.

(3) Damages to persons, property, or to other permitted or unpermitted activities or structures caused by the activity authorized by this permit.

(4) Design or construction deficiencies associated with the permitted work.

(5) Damage claims associated with any future modification, suspension, or revocation of this permit.

o. Authorization provided by this RGP may be modified, suspended or revoked in whole, or in part, if the Wilmington District Engineer, acting for the Secretary of the Army, determines that such action would be in the best public interest. The term of this RGP shall be five (5) years unless subject to modification, suspension, or revocation. Any modification, suspension, or revocation of this authorization will not be the basis for any claim for damages against the U.S. Government.

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

q. Endangered Species.

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

(2) Federal agencies should follow their own procedures for complying with the requirements of the ESA. Federal prospective permittees (and when FHWA is the lead federal agency) must provide the District Engineer with the appropriate documentation to demonstrate compliance with those requirements. The District Engineer will review the documentation and determine whether it is sufficient to address ESA compliance for the RGP activity, or whether additional ESA consultation is necessary.

* (3) Non-federal prospective permittees - for activities that might affect federally-listed endangered or threatened species or designated critical habitat, the PCN must include the name(s) of the endangered or threatened species that might be affected by the proposed work or that utilize the designated critical habitat that might be affected by the proposed work. The District Engineer will determine whether the proposed activity “may affect” or will have “no effect” to listed species and designated critical habitat. In cases where the non-federal prospective permittee has identified listed species or critical habitat that might be affected or is in the vicinity of the project, and has so notified the Corps, the prospective permittee shall not begin work until the Corps has provided notification that the proposed activities will have “no effect” on listed species or critical habitat, or until Section 7 consultation has been completed.

(4) As a result of formal or informal consultation with the U.S. Fish and Wildlife Service (USFWS) or NMFS, the District Engineer may add species-specific endangered species conditions to the RGP verification letter for a project.

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

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(6) Information on the location of threatened and endangered species and their critical habitat can be obtained directly from the offices of the USFWS in North Carolina at the addresses provided below, or from the USFWS and NMFS via their world wide web pages at <http://www.fws.gov/> or <http://www.fws.gov/ipac> and <http://www.noaa.gov/fisheries.html> respectively.

USFWS offices in North Carolina:

The Asheville USFWS Office covers all NC counties west of, and including, Anson, Stanly, Davidson, Forsyth and Stokes Counties.

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

The Raleigh USFWS Office covers all NC counties east of, and including, Richmond, Montgomery, Randolph, Guilford, and Rockingham Counties.

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

r. The Wilmington District, USFWS, NCDOT, and the FHWA have conducted programmatic Section 7(a)(2) consultation for a number of federally listed species and habitat, and programmatic consultation concerning other federally listed species and/or habitat may occur in the future. The result of completed programmatic consultation is a Programmatic Biological Opinion (PBO) issued by the USFWS. These PBOs contain mandatory terms and conditions to implement the reasonable and prudent measures that are associated with “incidental take” of whichever species or critical habitat is covered by a specific PBO. Authorization under RGP 50 is conditional upon the permittee’s compliance with all the mandatory terms and conditions associated with incidental take of the applicable PBO (or PBOs), which are incorporated by reference in RGP 50. Failure to comply with the terms and conditions associated with incidental take of an applicable PBO, where a take of the federally listed species occurs, would constitute an unauthorized take by the permittee, and would also constitute permittee non-compliance with the authorization under RGP 50. If the terms and conditions of a specific PBO (or PBOs) apply to a project, the Corps will include this/these requirements in any RGP 50 verification that may be issued for a project. The USFWS is the appropriate authority to determine compliance with the terms and conditions of its PBO, and with the ESA.

s. Northern long-eared bat (NLEB) (*Myotis septentrionalis*). Standard Local Operating Procedures for Endangered Species (SLOPES) for the NLEB have been approved by the Corps and the U.S. Fish and Wildlife Service. See <http://www.saw.usace.army.mil/Missions/Regulatory-Permit-Program/Agency-Coordination/ESA/>. This SLOPES details how the Corps will make determinations of effect to the NLEB when the Corps is the lead federal agency for an NCDOT project that is located in the western 41 counties of North Carolina. This SLOPES does not address NCDOT projects (either federal or state funded) in the eastern 59 counties in North Carolina. Note that if another federal agency is the lead federal agency for a project in the western 41 counties, procedures for satisfying the requirements of Section 7(a)(2) of the ESA will be dictated by that agency and will not be applicable for consideration under the SLOPES; however, information that demonstrates the lead federal agency's (if other than the Corps) compliance with Section 7(a)(2) / 4(d) Rule for the NLEB, will be required in the PCN. Note that at the time of issuance of RGP 50, the federal listing status of the NLEB as "Threatened" is being litigated at the National level. If, as a result of litigation, the NLEB is federally listed as "Endangered", this general condition ("s") will no longer be applicable because the 4(d) Rule, and this NLEB SLOPES, will no longer apply/be valid.

t. For proposed activities the sixteen (16) counties listed below, prospective permittees must provide a copy of the PCN to the USFWS, 160 Zillicoa Street, Asheville, North Carolina 28801. This PCN must be sent concurrently to the USFWS and the Corps Project Manager for that specific county.

The 16 counties with tributaries that drain to designated critical habitat that require notification to the Asheville USFWS are: Avery, Cherokee, Forsyth, Graham, Haywood, Henderson, Jackson, Macon Mecklenburg, Mitchell, Stokes, Surry, Swain, Transylvania, Union and Yancey.

u. If the permittee discovers or observes any live, damaged, injured or dead individual of an endangered or threatened species during construction, the permittee shall immediately notify the Wilmington District Engineer so that required coordination can be initiated with the U.S. Fish and Wildlife Service and/or National Marine Fisheries Service.

v. Historic Properties.

(1) In cases where the District Engineer determines that the activity may have the potential to cause effects to properties listed, or eligible for listing, in the National Register of Historic Places (NRHP), the activity is not authorized, until the requirements of Section 106 of the National Historic Preservation Act (NHPA) have been satisfied.

(2) Federal prospective permittees (or when FHWA is the lead federal agency) should follow their own procedures for complying with the requirements of Section 106 of the NHPA. Federal prospective permittees must provide the District Engineer with the appropriate documentation to demonstrate compliance with those requirements; this includes copies of correspondence sent to all interested, federally recognized tribes and a summary statement about

tribal consultation efforts or, if the Corps enters into a Programmatic Agreement (PA) with the FHWA/NCDOT, documentation that the FHWA/NCDOT has complied with PA requirements. The District Engineer will review the documentation and determine whether it is sufficient to address Section 106 compliance for this RGP activity, or whether additional Section 106 consultation is necessary.

* (3) Non-federal prospective permittees - the PCN must state which historic properties may be affected by the proposed work or include a vicinity map indicating the location of the historic properties or the potential for the presence of historic properties. Assistance regarding information on the location of or potential for the presence of historic resources can be sought from the State Historic Preservation Officer (SHPO) and/or Tribal Historic Preservation Officer (THPO), as appropriate, and the NRHP (see 33 CFR 330.4(g)). When reviewing PCNs, the District Engineer will comply with the current procedures for addressing the requirements of Section 106 of the NHPA. The District Engineer shall make a reasonable and good faith effort to carry out appropriate identification efforts, which may include background research, consultation, oral history interviews, sample field investigation, and field survey. Based on the information submitted and these efforts, the District Engineer shall determine whether the proposed activity has the potential to cause an effect on the historic properties.

(4) Section 106 consultation is not required when the Corps determines that the activity does not have the potential to cause effects on historic properties (see 36 CFR §800.3(a)).

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

w. If you discover any previously unknown historic or archeological remains while accomplishing the activity authorized by this general permit, you must immediately notify this office of what you have found. We will initiate the Federal and state coordination required to determine if the remains warrant a recovery effort or if the site is eligible for listing in the National Register of Historic Places.

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x. Permittees are advised that development activities in or near a floodway may be subject to the National Flood Insurance Program that prohibits any development, including fill, within a floodway that results in any increase in base flood elevations. This general permit does not authorize any activity prohibited by the National Flood Insurance Program.

y. The permittee must install and maintain, at his/her expense, any signal lights and signals prescribed by the U.S. Coast Guard, through regulations or otherwise, on authorized facilities. For further information, the permittee should contact Coast Guard Sector North Carolina at (910) 772-2191 or email Coast Guard Fifth District at cgd5waterways@uscg.mil.

z. The permittee must maintain any structure or work authorized by this general permit in good condition and in conformance with the terms and conditions of this general permit. The permittee is not relieved of this requirement if the permittee abandons the structure or work. Transfer in fee simple of the work authorized by this general permit will automatically transfer this general permit to the property's new owner, with all of the rights and responsibilities enumerated herein. The permittee must inform any subsequent owner of all activities undertaken under the authority of this general permit and provide the subsequent owner with a copy of the terms and conditions of this general permit.

aa. At his or her sole discretion, any time during the processing cycle, the Wilmington District Engineer may determine that this general permit will not be applicable to a specific proposal. In such case, the procedures for processing an individual permit in accordance with 33 CFR 325 will be available.

bb. Except as authorized by this general permit or any Corps approved modification to this general permit, all fill material placed in waters or wetlands shall be generated from an upland source and will be clean and free of any pollutants except in trace quantities. Metal products, organic materials (including debris from land clearing activities), or unsightly debris will not be used.

cc. Except as authorized by this general permit or any Corps approved modification to this general permit, all excavated material will be disposed of in approved upland disposal areas.

dd. Activities which have commenced (i.e., are under construction) or are under contract to commence in reliance upon this general permit will remain authorized provided the activity is completed within twelve months of the date of the general permit's expiration, modification, or revocation. Activities completed under the authorization of this general permit that were in effect at the time the activity was completed continue to be authorized by the general permit.

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

ff. The activity must comply with applicable FEMA approved state or local floodplain management requirements.

gg. There will be no unreasonable interference with navigation or the right of the public to riparian access by the existence or use of activities authorized by this RGP.

hh. Unless authorization to fill those specific wetlands or mudflats has been issued by the Corps, heavy equipment working in wetlands or mudflats must be placed on mats, or other measures must be taken to minimize soil disturbance.

ii. This RGP will not be applicable to proposed construction when the Wilmington District Engineer determines that the proposed activity will significantly affect the quality of the human environment and determines that an EIS must be prepared.

BY AUTHORITY OF THE SECRETARY OF THE ARMY:

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Robert J. Clark
Colonel, U. S. Army
District Commander

ROY COOPER
Governor
ELIZABETH S. BISER
Secretary
S. DANIEL SMITH
Director



September 8, 2021

DWR # 20211103
Jackson County

Mr. Dave McHenry, Division 14 Environmental Officer
NCDOT, Division 14
253 Webster Road
Sylva, NC 28779

Subject: APPROVAL OF 401 WATER QUALITY CERTIFICATION WITH ADDITIONAL CONDITIONS
Replace Bridge 159 on SR 1336
Cullowhee Creek [Little Tennessee River Basin, 06010203, C; Trout]

Dear Mr. McHenry:

You have our approval for the impacts listed below for the purpose described in your application dated August 12, 2021 and received by the Division of Water Resources (Division) on August 12, 2021. These impacts are covered by the attached Water Quality General Certification Number 4135 and the conditions listed below. This certification is associated with the use of Regional General Permit Number 201902350 once it is issued to you by the U.S. Army Corps of Engineers. Please note that you should get any other federal, state, or local permits before proceeding with your project, including those required by (but not limited to) Sediment and Erosion Control, Non-Discharge, and Water Supply Watershed regulations.

The Division has determined that the proposed project will comply with water quality requirements provided that you adhere to the conditions listed in the enclosed certification and to the additional conditions itemized below.

The following proposed impacts are hereby approved. No other impacts are approved, including incidental impacts. [15A NCAC 02H .0506(b)]

Stream Impacts in the Little Tennessee River Basin

Site	Permanent Fill in Intermittent Stream (linear ft)	Temporary Fill in Intermittent Stream (linear ft)	Permanent Fill in Perennial Stream (linear ft)	Temporary Fill in Perennial Stream (linear ft)	Total Stream Impact (linear ft)	Stream Impacts Requiring Mitigation (linear ft)
S1			10		10	0
S2			10		10	0
S3				265	265	0
S4			10		10	0
S5			40		40	0
TOTAL	0	0	70	265	335	0

Total Stream Impact for Project: 70 linear feet of permanent and 265 linear feet of temporary.



Wetland Impacts in the Little Tennessee River Basin

Site	Fill (acres)	Total Wetland Impact (acres)	Wetland Impacts Requiring Mitigation (acres)
W1	0.269	0.269	0.269
Total	0.269	0.269	0.269

Total Wetland Impact for Project: 0.269 acres.

This approval is for the purpose and design described in your application. The plans and specifications for this project are incorporated by reference as part of this Certification. If you change your project, you must notify the Division and you may be required to submit a new application package with the appropriate fee. If the property is sold, the new owner must be given a copy of this Certification and is responsible for complying with all conditions. [15A NCAC 02H .0507(d)(2)].

If you are unable to comply with any of the conditions of the attached Water Quality General Certification or with the additional conditions itemized below, you must notify the Asheville Regional Office within 24 hours (or the next business day if a weekend or holiday) from the time the permittee becomes aware of the circumstances.

The permittee shall report to the Asheville Regional Office any noncompliance with, and/or any violation of, stream or wetland standards [15A NCAC 02B .0200] including but not limited to sediment impacts to streams or wetlands. Information shall be provided orally within 24 hours (or the next business day if a weekend or holiday) from the time the permittee became aware of the non-compliance circumstances.

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 any potential issues at the permitted site. NCDWR staff shall be invited to the pre-construction meeting. [15A NCAC 02H.0506(b)(2) and (b)(3)]
2. As a condition of this 401 Water Quality Certification, the bridge demolition and construction must be accomplished in strict compliance with the most recent version of NCDOT's Best Management Practices for Construction and Maintenance Activities. [15A NCAC 02H .0507(d)(2) and 15A NCAC 02H .0506(b)(5)]
3. Compensatory mitigation for impacts to 0.269 acres of riverine 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 August 20, 2021, 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.
4. The permittee shall use Design Standards in Sensitive Watersheds (15A NCAC 4B.0124[a]-[e]) in areas draining to Tr waters. 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.
5. Bridge deck drains shall not discharge directly into the stream. Stormwater shall be directed across the bridge and pre-treated through site-appropriate means (grassed swales, pre-formed scour holes, vegetated buffers, etc.) before entering the stream. 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)]

6. The permittee will need to adhere to all appropriate in-water work moratoria (including the use of pile driving or vibration techniques) prescribed by the NC Wildlife Resources Commission. No in-water work is permitted between October 15 and April 15 of any year, without prior approval from the NC Division of Water Resources and the NC Wildlife Resources Commission.

In-stream work and land disturbance within the 25-foot buffer zone are prohibited during the trout-spawning season of October 15 through April 15 to protect the egg and fry stages of trout.

General Conditions

1. Unless otherwise approved in this certification, placement of culverts and other structures in open waters and streams shall be placed below the elevation of the streambed by one foot for all culverts with a diameter greater than 48 inches, and 20 percent of the culvert diameter for culverts having a diameter less than 48 inches, to allow low flow passage of water and aquatic life. Design and placement of culverts and other structures including temporary erosion control measures shall not be conducted in a manner that may result in dis-equilibrium of wetlands or streambeds or banks, adjacent to or upstream and downstream of the above structures. The applicant is required to provide evidence that the equilibrium is being maintained if requested in writing by NCDWR. If this condition is unable to be met due to bedrock or other limiting features encountered during construction, please contact NCDWR for guidance on how to proceed and to determine whether or not a permit modification will be required. [15A NCAC 02H.0506(b)(2)]
2. 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]
3. 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)]
4. 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)]
5. 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)]
- * 6. 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)]
7. 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)]

8. 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)]
9. 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)]
10. 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)]
11. Discharging hydroseed mixtures and washing out hydro seeders and other equipment in or adjacent to surface waters is prohibited. [15A NCAC 02H.0506(b)(3)]
12. 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]
13. 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)]
14. 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)]
15. The outside buffer, wetland or water boundary located within the construction corridor approved by this authorization shall be clearly marked by highly visible fencing prior to any land disturbing activities. Impacts to areas within the fencing are prohibited unless otherwise authorized by this certification. [15A NCAC 02H.0501 and .0502]
16. 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.
17. 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)]
- * 18. 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)]
19. 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.0506(b)(2)]
20. 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)]

- 21. 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.

- 22. Sediment and erosion control measures shall not be placed in wetlands or waters unless otherwise approved by this Certification. [15A NCAC 02H.0506(b)(3) and (c)(3)]

This approval and its conditions are final and binding unless contested. [G.S. 143-215.5] This Certification can be contested as provided in Chapter 150B of the North Carolina General Statutes by filing a Petition for a Contested Case Hearing (Petition) with the North Carolina Office of Administrative Hearings (OAH) **within sixty (60) calendar days**. Requirements for filing a Petition are set forth in Chapter 150B of the North Carolina General Statutes and Title 26 of the North Carolina Administrative Code. Additional information regarding requirements for filing a Petition and Petition forms may be accessed at <http://www.ncoah.com/> or by calling the OAH Clerk's Office at (919) 431-3000.

One (1) copy of the Petition must also be served to the North Carolina Department of Environmental Quality:

William F. Lane, General Counsel
Department of Environmental Quality
1601 Mail Service Center
Raleigh, NC 27699-1601

This letter completes the review of the Division under section 401 of the Clean Water Act and 15A NCAC 02H .0500. Please contact Kevin Mitchell at 828-296-4650 or kevin.mitchell@ncdenr.gov if you have any questions or concerns.

Sincerely
DocuSigned by:
Amy Chapman
9C9886312DCD474...
S. Daniel Smith, Director
Division of Water Resources

DocuSign Envelope ID: 1A5C386F-2BA2-459A-B94E-E83E49AF28E2

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cc: Crystal Amschler, US Army Corps of Engineers Asheville Regulatory Field Office (via email)
Patrick Breedlove, NCDOT (via email)
Commission (via email)
Holland Youngman, US Fish and Wildlife Service (via email)
File Copy

STATE OF NORTH CAROLINA
DEPARTMENT OF ENVIRONMENTAL QUALITY
DIVISION OF WATER RESOURCES

WATER QUALITY GENERAL CERTIFICATION NO. 4135

GENERAL CERTIFICATION FOR PROJECTS ELIGIBLE FOR US ARMY CORPS OF ENGINEERS

- **NATIONWIDE PERMIT NUMBER 14 (LINEAR TRANSPORTATION PROJECTS), AND**
- **REGIONAL GENERAL PERMIT 198200031 (NCDOT BRIDGES, WIDENING PROJECTS, INTERCHANGE IMPROVEMENTS)**

Water Quality Certification Number 4135 is issued in conformity with the requirements of Section 401, Public Laws 92-500 and 95-217 of the United States and subject to the North Carolina Regulations in 15A NCAC 02H .0500 and 15A NCAC 02B .0200 for the discharge of fill material to surface waters and wetland areas as described in 33 CFR 330 Appendix A (B) (14) of the US Army Corps of Engineers regulations and Regional General Permit 198200031.

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

Effective date: December 1, 2017

Signed this day: December 1, 2017

By

A handwritten signature in black ink, appearing to read 'Linda Culpepper', is written over a solid horizontal line.

for Linda Culpepper
Interim Director

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

- a) If any of the conditions of this Certification (listed below) cannot be met; or
- b) Any temporary or permanent impacts to wetlands, open waters and/or streams, except for construction of a driveway to a single family residential lot that is determined to not be part of a larger common plan of development, as long as the driveway involves a travel lane of less than 25 feet and total stream impacts of less than 60 feet, including any topographic/slope stabilization or in-stream stabilization needed for the crossing; or
- c) Any stream relocation or stream restoration; or
- d) Any high-density project, as defined in 15A NCAC 02H .1003(2)(a) and by the density thresholds specified in 15A NCAC 02H .1017, which:
 - i. Disturbs one acre or more of land (including a project that disturbs less than one acre of land that is part of a larger common plan of development or sale); and
 - ii. Has permanent wetland, stream or open water impacts; and
 - iii. Is proposing new built-upon area; and
 - iv. Does not have a stormwater management plan reviewed and approved under a state stormwater program¹ or a state-approved local government stormwater program².

Projects that have vested rights, exemptions, or grandfathering from state or locally-implemented stormwater programs and projects that satisfy state or locally-implemented stormwater programs through use of community in-lieu programs **require written approval**; or

- e) Any permanent impacts to waters, or to wetlands adjacent to waters, designated as: ORW (including SAV), HQW (including PNA), SA, WS-I, WS-II, or North Carolina or National Wild and Scenic River.
- f) Any permanent impacts to waters, or to wetlands adjacent to waters, designated as Trout except for driveway projects that are below threshold (b) above provided that:
 - i. The impacts are not adjacent to any existing structures
 - ii. All conditions of this General Certification can be met, including adherence to any moratoriums as stated in Condition #10; and
 - iii. A *Notification of Work in Trout Watersheds Form* is submitted to the Division at least 60 days prior to commencement of work; or
- g) Any permanent impacts to coastal wetlands [15A NCAC 07H .0205], or Unique Wetlands (UWL); or
- h) Any impact associated with a Notice of Violation or an enforcement action for violation(s) of NC Wetland Rules (15A NCAC 02H .0500), NC Isolated Wetland Rules (15A NCAC 02H .1300), NC Surface Water or Wetland Standards (15A NCAC 02B .0200), or State Regulated Riparian Buffer Rules (15A NCAC 02B .0200); or

¹ e.g. Coastal Counties, HQW, ORW, or state-implemented Phase II NPDES

² e.g. Delegated Phase II NPDES, Water Supply Watershed, Nutrient-Sensitive Waters, or Universal Stormwater Management Program

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- * i) Any impacts to subject water bodies and/or state regulated riparian buffers along subject water bodies in the Neuse, Tar-Pamlico, or Catawba River Basins or in the Randleman Lake, Jordan Lake or Goose Creek Watersheds (or any other basin or watershed with State Regulated Riparian Area Protection Rules [Buffer Rules] in effect at the time of application) *unless*:
 - i. The activities are listed as “EXEMPT” from these rules; or
 - ii. A Buffer Authorization Certificate is issued by the NC Division of Coastal Management (DCM); or
 - iii. A Buffer Authorization Certificate or a Minor Variance is issued by a delegated or designated local government implementing a state riparian buffer program pursuant to 143-215.23

Activities included in this General Certification that do not meet one of the thresholds listed above do not require written approval.

I. ACTIVITY SPECIFIC CONDITIONS:

- * 1. If this Water Quality Certification is used to access residential, commercial or industrial building sites, then all parcels owned by the applicant that are part of the single and complete project authorized by this Certification must be buildable without additional impacts to streams or wetlands. If required in writing by DWR, the applicant shall provide evidence that the parcels are buildable without requiring additional impacts to wetlands, waters, or state regulated riparian buffers. [15A NCAC 02H .0506(b)(4) and (c)(4)]
- 2. For road and driveway construction purposes, this Certification shall only be utilized from natural high ground to natural high ground. [15A NCAC 02H .0506(b)(2) and (c)(2)]
- * 3. Deed notifications or similar mechanisms shall be placed on all lots with retained jurisdictional wetlands, waters, and state regulated riparian buffers within the project boundaries in order to assure compliance with NC Wetland Rules (15A NCAC 02H .0500), NC Isolated Wetland Rules (15A NCAC 02H .1300), and/or State Regulated Riparian Buffer Rules (15A NCAC 02B .0200). These mechanisms shall be put in place at the time of recording of the property or individual parcels, whichever is appropriate. [15A NCAC 02H .0506(b)(4) and (c)(4)]
- 4. For the North Carolina Department of Transportation, compliance with the NCDOT’s individual NPDES permit NCS000250 shall serve to satisfy this condition. All other high-density projects that trigger threshold item (d) above shall comply with one of the following requirements: [15A NCAC 02H .0506(b)(5) and (c)(5)]

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- a. Provide a completed Stormwater Management Plan (SMP) for review and approval, including all appropriate stormwater control measure (SCM) supplemental forms and associated items, that complies with the high-density development requirements of 15A NCAC 02H .1003. Stormwater management shall be provided throughout the entire project area in accordance with 15A NCAC 02H .1003. For the purposes of 15A NCAC 02H .1003(2)(a), density thresholds shall be determined in accordance with 15A NCAC 02H .1017.
- b. Provide documentation (including calculations, photos, etc.) that the project will not cause degradation of downstream surface waters. Documentation shall include a detailed analysis of the hydrological impacts from stormwater runoff when considering the volume and velocity of stormwater runoff from the project built upon area and the size and existing condition of the receiving stream(s).

Exceptions to this condition require application to and written approval from DWR.

II. GENERAL CONDITIONS:

- * 1. When written authorization is required, the plans and specifications for the project are incorporated into the authorization by reference and are an enforceable part of the Certification. Any modifications to the project require notification to DWR and may require an application submittal to DWR with the appropriate fee. [15A NCAC 02H .0501 and .0502]
2. No waste, spoil, solids, or fill of any kind shall occur in wetlands or waters beyond the footprint of the impacts (including temporary impacts) as authorized in the written approval from DWR; or beyond the thresholds established for use of this Certification without written authorization. [15A NCAC 02H .0501 and .0502]

No removal of vegetation or other impacts of any kind shall occur to state regulated riparian buffers beyond the footprint of impacts approved in a Buffer Authorization or Variance or as listed as an exempt activity in the applicable riparian buffer rules. [15A NCAC 02B .0200]

- * 3. In accordance with 15A NCAC 02H .0506(h) and Session Law 2017-10, compensatory mitigation may be required for losses of greater than 300 linear feet of perennial streams and/or greater than one (1) acre of wetlands. Impacts associated with the removal of a dam shall not require mitigation when the removal complies with the requirements of Part 3 of Article 21 in Chapter 143 of the North Carolina General Statutes. Impacts to isolated and other non-404 jurisdictional wetlands shall not be combined with 404 jurisdictional wetlands for the purpose of determining when impact thresholds trigger a mitigation requirement. For linear publicly owned and maintained transportation projects that are not determined to be part of a larger common plan of development by the US Army Corps of Engineers, compensatory mitigation may be required for losses of greater than 300 linear feet per perennial stream.

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Compensatory stream and/or wetland mitigation shall be proposed and completed in compliance with G.S. 143-214.11. For applicants proposing to conduct mitigation within a project site, a complete mitigation proposal developed in accordance with the most recent guidance issued by the US Army Corps of Engineers Wilmington District shall be submitted for review and approval with the application for impacts.

4. All activities shall be in compliance with any applicable State Regulated Riparian Buffer Rules in Chapter 2 of Title 15A.
5. When applicable, all construction activities shall be performed and maintained in full compliance with G.S. Chapter 113A Article 4 (Sediment and Pollution Control Act of 1973). Regardless of applicability of the Sediment and Pollution Control Act, all projects shall incorporate appropriate Best Management Practices for the control of sediment and erosion so that no violations of state water quality standards, statutes, or rules occur. [15A NCAC 02H .0506(b)(3) and (c)(3) and 15A NCAC 02B .0200]

Design, installation, operation, and maintenance of all sediment and erosion control measures shall be equal to or exceed the requirements specified in the most recent version of the *North Carolina Sediment and Erosion Control Manual*, or for linear transportation projects, the *NCDOT Sediment and Erosion Control Manual*.

All devices shall be maintained on all construction sites, borrow sites, and waste pile (spoil) sites, including contractor-owned or leased borrow pits associated with the project. Sufficient materials required for stabilization and/or repair of erosion control measures and stormwater routing and treatment shall be on site at all times.

For borrow pit sites, the erosion and sediment control measures shall be designed, installed, operated, and maintained in accordance with the most recent version of the *North Carolina Surface Mining Manual*. Reclamation measures and implementation shall comply with the reclamation in accordance with the requirements of the Sedimentation Pollution Control Act and the Mining Act of 1971.

If the project occurs in waters or watersheds classified as Primary Nursery Areas (PNAs), SA, WS-I, WS-II, High Quality Waters (HQW), or Outstanding Resource Waters (ORW), then the sedimentation and erosion control designs shall comply with the requirements set forth in 15A NCAC 04B .0124, *Design Standards in Sensitive Watersheds*.

6. Sediment and erosion control measures shall not be placed in wetlands or waters except within the footprint of temporary or permanent impacts authorized under this Certification. Exceptions to this condition require application to and written approval from DWR. [15A NCAC 02H .0501 and .0502]
7. Erosion control matting that incorporates plastic mesh and/or plastic twine shall not be used along streambanks or within wetlands. Exceptions to this condition require application to and written approval from DWR. [15A NCAC 02B .0201]

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8. An NPDES Construction Stormwater Permit (NCG010000) is required for construction projects that disturb one (1) or more acres of land. The NCG010000 Permit allows stormwater to be discharged during land disturbing construction activities as stipulated in the conditions of the permit. If the project is covered by this permit, full compliance with permit conditions including the erosion & sedimentation control plan, inspections and maintenance, self-monitoring, record keeping and reporting requirements is required. [15A NCAC 02H .0506(b)(5) and (c)(5)]

The North Carolina Department of Transportation (NCDOT) shall be required to be in full compliance with the conditions related to construction activities within the most recent version of their individual NPDES (NCS000250) stormwater permit. [15A NCAC 02H .0506(b)(5) and (c)(5)]

9. All work in or adjacent to streams shall be conducted so that the flowing stream does not come in contact with the disturbed area. Approved best management practices from the most current version of the *NC Sediment and Erosion Control Manual*, or the *NC DOT Construction and Maintenance Activities Manual*, such as sandbags, rock berms, cofferdams, and other diversion structures shall be used to minimize excavation in flowing water. Exceptions to this condition require application to and written approval from DWR. [15A NCAC 02H .0506(b)(3) and (c)(3)]
10. If activities must occur during periods of high biological activity (e.g. sea turtle nesting, fish spawning, or bird nesting), then biological monitoring may be required at the request of other state or federal agencies and coordinated with these activities. [15A NCAC 02H .0506(b)(2) and 15A NCAC 04B .0125]

All moratoriums on construction activities established by the NC Wildlife Resources Commission (WRC), US Fish and Wildlife Service (USFWS), NC Division of Marine Fisheries (DMF), or National Marine Fisheries Service (NMFS) shall be implemented. Exceptions to this condition require written approval by the resource agency responsible for the given moratorium. A copy of the approval from the resource agency shall be forwarded to DWR.

Work within a designated trout watershed of North Carolina (as identified by the Wilmington District of the US Army Corps of Engineers), or identified state or federal endangered or threatened species habitat, shall be coordinated with the appropriate WRC, USFWS, NMFS, and/or DMF personnel.

11. Culverts shall be designed and installed in such a manner that the original stream profiles are not altered and allow for aquatic life movement during low flows. The dimension, pattern, and profile of the stream above and below a pipe or culvert shall not be modified by widening the stream channel or by reducing the depth of the stream in connection with the construction activity. The width, height, and gradient of a proposed culvert shall be such as to pass the average historical low flow and spring flow without adversely altering flow velocity. [15A NCAC 02H .0506(b)(2) and (c)(2)]

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Placement of culverts and other structures in streams shall be below the elevation of the streambed by one foot for all culverts with a diameter greater than 48 inches, and 20% of the culvert diameter for culverts having a diameter less than or equal to 48 inches, to allow low flow passage of water and aquatic life.

If multiple pipes or barrels are required, they shall be designed to mimic the existing stream cross section as closely as possible including pipes or barrels at flood plain elevation and/or sills where appropriate. Widening the stream channel shall be avoided.

When topographic constraints indicate culvert slopes of greater than 5%, culvert burial is not required, provided that all alternative options for flattening the slope have been investigated and aquatic life movement/connectivity has been provided when possible (e.g. rock ladders, cross vanes, etc.). Notification, including supporting documentation to include a location map of the culvert, culvert profile drawings, and slope calculations, shall be provided to DWR 60 calendar days prior to the installation of the culvert.

When bedrock is present in culvert locations, culvert burial is not required provided that there is sufficient documentation of the presence of bedrock. Notification, including supporting documentation such as, a location map of the culvert, geotechnical reports, photographs, etc. shall be provided to DWR a minimum of 60 calendar days prior to the installation of the culvert. If bedrock is discovered during construction, then DWR shall be notified by phone or email within 24 hours of discovery.

If other site-specific topographic constraints preclude the ability to bury the culverts as described above and/or it can be demonstrated that burying the culvert would result in destabilization of the channel, then exceptions to this condition require application to and written approval from DWR.

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

The establishment of native woody vegetation and other soft stream bank stabilization techniques shall be used where practicable instead of rip-rap or other bank hardening methods.

12. Bridge deck drains shall not discharge directly into the stream. Stormwater shall be directed across the bridge and pre-treated through site-appropriate means to the maximum extent practicable (e.g. grassed swales, pre-formed scour holes, vegetated buffers, etc.) before entering the stream. Exceptions to this condition require application to and written approval from DWR. [15A NCAC 02H .0506(b)(5)]

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13. Application of fertilizer to establish planted/seeded vegetation within disturbed riparian areas and/or wetlands shall be conducted at agronomic rates and shall comply with all other Federal, State and Local regulations. Fertilizer application shall be accomplished in a manner that minimizes the risk of contact between the fertilizer and surface waters. [15A NCAC 02B .0200 and 15A NCAC 02B .0231]
14. If concrete is used during construction, then all necessary measures shall be taken to prevent direct contact between uncured or curing concrete and waters of the state. Water that inadvertently contacts uncured concrete shall not be discharged to waters of the state. [15A NCAC 02B .0200]
15. All proposed and approved temporary fill and culverts shall be removed and the impacted area shall be returned to natural conditions within 60 calendar days after the temporary impact is no longer necessary. The impacted areas shall be restored to original grade, including each stream's original cross sectional dimensions, planform pattern, and longitudinal bed profile. For projects that receive written approval, no temporary impacts are allowed beyond those included in the application and authorization. All temporarily impacted sites shall be restored and stabilized with native vegetation. [15A NCAC 02H .0506(b)(2) and (c)(2)]
16. All proposed and approved temporary pipes/culverts/rip-rap pads etc. in streams shall be installed as outlined in the most recent edition of the *North Carolina Sediment and Erosion Control Planning and Design Manual* or the *North Carolina Surface Mining Manual* or the *North Carolina Department of Transportation Best Management Practices for Construction and Maintenance Activities* so as not to restrict stream flow or cause dis-equilibrium during use of this Certification. [15A NCAC 02H .0506(b)(2) and (c)(2)]
17. Any rip-rap required for proper culvert placement, stream stabilization, or restoration of temporarily disturbed areas shall be restricted to the area directly impacted by the approved construction activity. All rip-rap shall be placed such that the original stream elevation and streambank contours are restored and maintained. Placement of rip-rap or other approved materials shall not result in de-stabilization of the stream bed or banks upstream or downstream of the area or in a manner that precludes aquatic life passage. [15A NCAC 02H .0506(b)(2)]
18. Any rip-rap used for stream or shoreline stabilization shall be of a size and density to prevent movement by wave, current action, or stream flows and shall consist of clean rock or masonry material free of debris or toxic pollutants. Rip-rap shall not be installed in the streambed except in specific areas required for velocity control and to ensure structural integrity of bank stabilization measures. [15A NCAC 02H .0506(b)(2)]
19. Applications for rip-rap groins proposed in accordance with 15A NCAC 07H .1401 (NC Division of Coastal Management General Permit for construction of Wooden and Rip-rap Groins in Estuarine and Public Trust Waters) shall meet all the specific conditions for design and construction specified in 15A NCAC 07H .1405.

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20. All mechanized equipment operated near surface waters shall be inspected and maintained regularly to prevent contamination of surface waters from fuels, lubricants, hydraulic fluids, or other toxic materials. Construction shall be staged in order to minimize the exposure of equipment to surface waters to the maximum extent practicable. Fueling, lubrication and general equipment maintenance shall be performed in a manner to prevent, to the maximum extent practicable, contamination of surface waters by fuels and oils. [15A NCAC 02H .0506(b)(3) and (c)(3) and 15A NCAC 02B .0211 (12)]
21. Heavy equipment working in wetlands shall be placed on mats or other measures shall be taken to minimize soil disturbance. [15A NCAC 02H .0506(b)(3) and (c)(3)]
22. In accordance with 143-215.85(b), the applicant shall report any petroleum spill of 25 gallons or more; any spill regardless of amount that causes a sheen on surface waters; any petroleum spill regardless of amount occurring within 100 feet of surface waters; and any petroleum spill less than 25 gallons that cannot be cleaned up within 24 hours.
- * 23. If an environmental document is required under the State Environmental Policy Act (SEPA), then this General Certification is not valid until a Finding of No Significant Impact (FONSI) or Record of Decision (ROD) is issued by the State Clearinghouse. If an environmental document is required under the National Environmental Policy Act (NEPA), then this General Certification is not valid until a Categorical Exclusion, the Final Environmental Assessment, or Final Environmental Impact Statement is published by the lead agency. [15A NCAC 01C .0107(a)]
24. This General Certification does not relieve the applicant of the responsibility to obtain all other required Federal, State, or Local approvals before proceeding with the project, including those required by, but not limited to, Sediment and Erosion Control, Non-Discharge, Water Supply Watershed, and Trout Buffer regulations.
25. The applicant and their authorized agents shall conduct all activities in a manner consistent with State water quality standards (including any requirements resulting from compliance with §303(d) of the Clean Water Act), and any other appropriate requirements of State and Federal Law. If DWR determines that such standards or laws are not being met, including failure to sustain a designated or achieved use, or that State or Federal law is being violated, or that further conditions are necessary to assure compliance, then DWR may revoke or modify a written authorization associated with this General Water Quality Certification. [15A NCAC 02H .0507(d)]
26. The permittee shall require its contractors and/or agents to comply with the terms and conditions of this permit in the construction and maintenance of this project, and shall provide each of its contractors and/or agents associated with the construction or maintenance of this project with a copy of this Certification. A copy of this Certification, including all conditions shall be available at the project site during the construction and maintenance of this project. [15A NCAC 02H .0507 (c) and 15A NCAC 02H .0506 (b)(2) and (c)(2)]

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- * 27. When written authorization is required for use of this Certification, upon completion of all permitted impacts included within the approval and any subsequent modifications, the applicant shall be required to return a certificate of completion (available on the DWR website <https://edocs.deq.nc.gov/Forms/Certificate-of-Completion>). [15A NCAC 02H .0502(f)]
- 28. Additional site-specific conditions, including monitoring and/or modeling requirements, may be added to the written approval letter for projects proposed under this Water Quality Certification in order to ensure compliance with all applicable water quality and effluent standards. [15A NCAC 02H .0507(c)]
- 29. If the property or project is sold or transferred, the new permittee shall be given a copy of this Certification (and written authorization if applicable) and is responsible for complying with all conditions. [15A NCAC 02H .0501 and .0502]

III. GENERAL CERTIFICATION ADMINISTRATION:

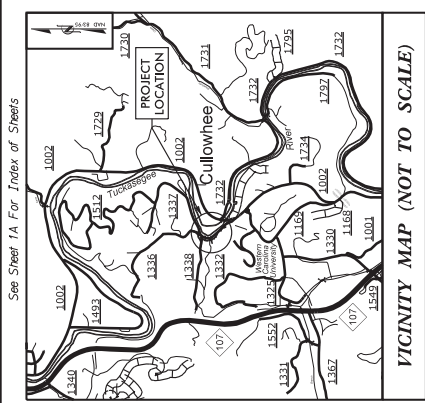
- * 1. In accordance with North Carolina General Statute 143-215.3D(e), written approval for a 401 Water Quality General Certification must include the appropriate fee. An applicant for a CAMA permit under Article 7 of Chapter 113A of the General Statutes for which a Water Quality Certification is required shall only make one payment to satisfy both agencies; the fee shall be as established by the Secretary in accordance with 143-215.3D(e)(7).
- 2. This Certification neither grants nor affirms any property right, license, or privilege in any waters, or any right of use in any waters. This Certification does not authorize any person to interfere with the riparian rights, littoral rights, or water use rights of any other person and this Certification does not create any prescriptive right or any right of priority regarding any usage of water. This Certification shall not be interposed as a defense in any action respecting the determination of riparian or littoral rights or other rights to water use. No consumptive user is deemed by virtue of this Certification to possess any prescriptive or other right of priority with respect to any other consumptive user regardless of the quantity of the withdrawal or the date on which the withdrawal was initiated or expanded.
- 3. This Certification grants permission to the Director, an authorized representative of the Director, or DWR staff, upon the presentation of proper credentials, to enter the property during normal business hours. [15A NCAC 02H .0502(e)]
- 4. This General Certification shall expire on the same day as the expiration date of the corresponding Nationwide Permit and/or Regional General Permit. The conditions in effect on the date of issuance of Certification for a specific project shall remain in effect for the life of the project, regardless of the expiration date of this Certification. This General Certification is rescinded when the US Army Corps of Engineers reauthorizes any of the corresponding Nationwide Permits and/or Regional General Permits or when deemed appropriate by the Director of the Division of Water Resources.

GC4135

5. Non-compliance with or violation of the conditions herein set forth by a specific project may result in revocation of this General Certification for the project and may also result in criminal and/or civil penalties.
- * 6. The Director of the North Carolina Division of Water Resources may require submission of a formal application for Individual Certification for any project in this category of activity if it is deemed in the public's best interest or determined that the project is likely to have a significant adverse effect upon water quality, including state or federally listed endangered or threatened aquatic species, or degrade the waters so that existing uses of the water or downstream waters are precluded.

History Note: Water Quality Certification (WQC) Number 4135 issued December 1, 2017 replaces WQC Number 4088 issued March 3, 2017; WQC 3886 issued March 12, 2012; WQC Number 3820 issued April 6, 2010; WQC Number 3627 issued March 2007; WQC Number 3404 issued March 2003; WQC Number 3375 issued March 18, 2002; WQC Number 3289 issued June 1, 2000; WQC Number 3103 issued February 11, 1997; WQC Number 2732 issued May 1, 1992; WQC Number 2666 issued January 21, 1992; WQC Number 2177 issued November 5, 1987.

CONTRACT: STATE PROJECT: 17BP.14.R.212



STATE	N.C.	PROJECT NUMBER	17BP.14.R.212	HEET	1	TOTAL SHEETS
PROJECT NUMBER	17BP.14.R.212	DATE	N/A	DESCRIPTION	P.E.	



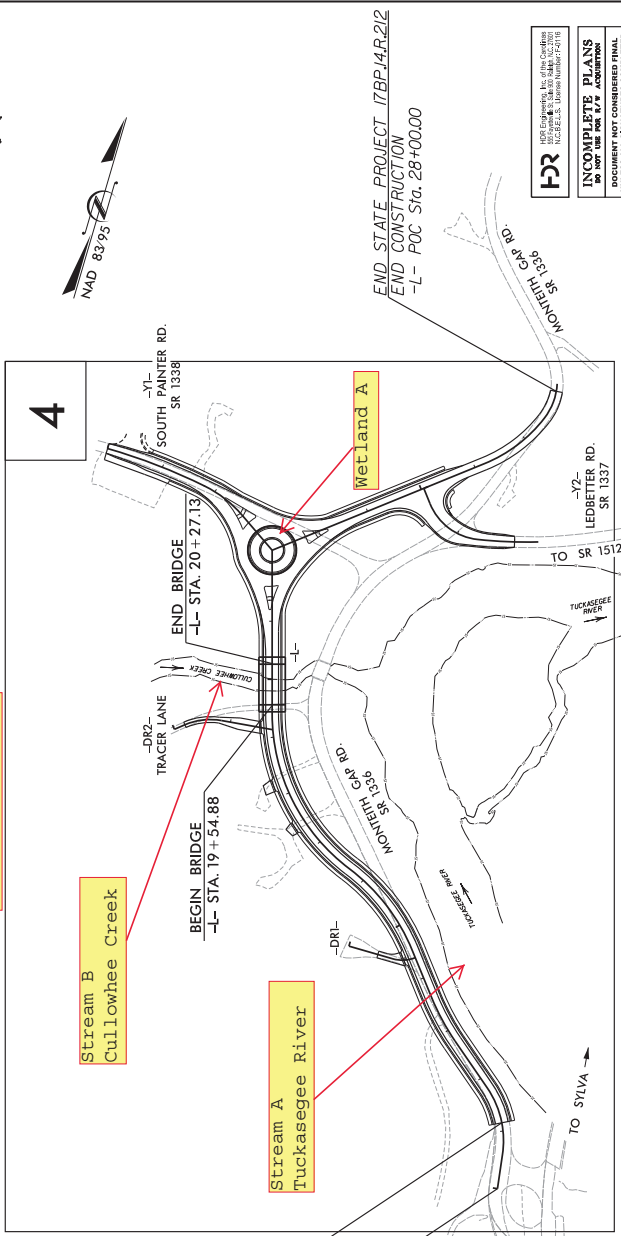
STATE OF NORTH CAROLINA
DIVISION OF HIGHWAYS

JACKSON COUNTY

LOCATION: SR 1336 (MONTEITH GAP ROAD) FROM NORTH OF SR 1002 (OLD CULLOWHEE ROAD) TO NORTH OF SR 1337 (LEDBETTER ROAD)

TYPE OF WORK: GRADING, DRAINAGE, PAVING, GUARDRAIL, STRUCTURES, AND PAVEMENT MARKINGS

Permit Plans



Prepared for the Office of:
DIVISION OF HIGHWAYS
Highways Division, 14, 253 Webster Road, Sylva, NC, 28779

RIGHT OF WAY DATE: TBDLETTING DATE: NOVEMBER 2020PROJECT ENGINEER: DOMINIC MAINWRIGHT, P.E.
PROJECT MANAGER: JOSHUA J. MASSROCK, P.E.HYDRAULICS ENGINEER: _____ROADWAY DESIGN ENGINEER: _____SYMBOLS: _____SIGNATURE: _____P.E. _____

PROJECT LENGTH

LENGTH ROADWAY STATE PROJECT 17BP.14.R.212 = 0.306 MILES

LENGTH STRUCTURE STATE PROJECT 17BP.14.R.212 = 0.014 MILES

TOTAL LENGTH STATE PROJECT 17BP.14.R.212 = 0.320 MILES

NC DOT CONTACT: ADAM DOCKERY, P.E.
DIVISION BRIDGE PROGRAM MANAGER

DESIGN DATA

ADT 2020 = 5,970

ADT 2040 = 8,400

K = 9 %

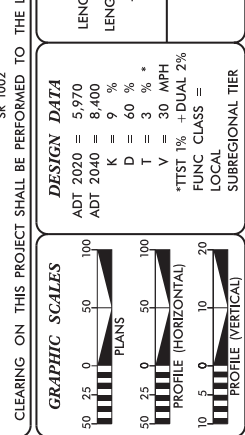
D = 60 %

T = 3 %

V = 30 MPH

*TTS 1% + DUAL 2%

LOCAL SUBREGIONAL TIER



See Sheet 1A For Index of Sheets

PLT D:\17BP.14.R.212\color_eng_50.plt PENPLOT: NC001.dsp,rlt,tl DATE: 12/11/2019 TIME: 10:28:16 AM USER: DMANNIN FILES: NC001\NC001.dwg,color_eng_50.plt,IN:\Programs\17BP.14.R.212\Roadway\Proj\17BP.14.R.212\Roadway\17BP.14.R.212\17BP.14.R.212.dwg,17BP.14.R.212\17BP.14.R.212.dwg,17BP.14.R.212\17BP.14.R.212.dwg



FOR

100% Engineering, Inc. of the Southern States
100% Engineering, Inc. of the Southern States
100% Engineering, Inc. of the Southern States
UNLESS ALL SIGNATURES COMPLETED

PROJECT REFERENCE NO. 178P.14.R.212 SHEET NO. 18

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

RAILROADS:
Note: Not to Scale
*S.U.E. = Subsurface Utility Engineering

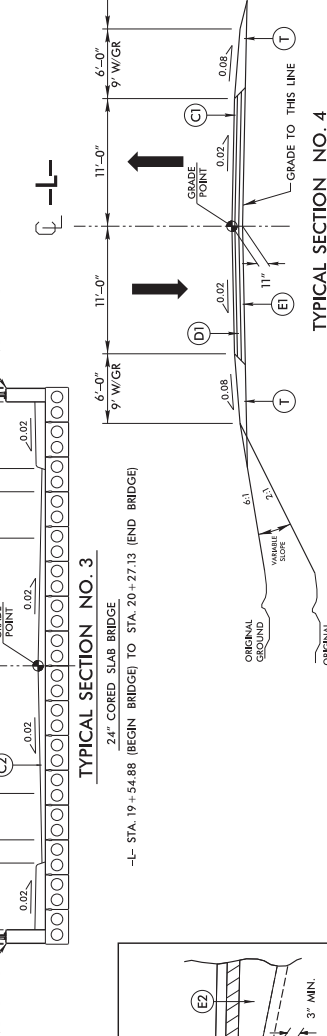
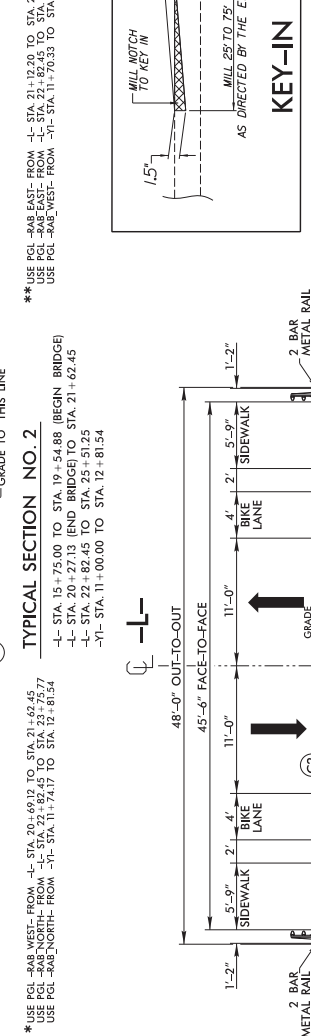
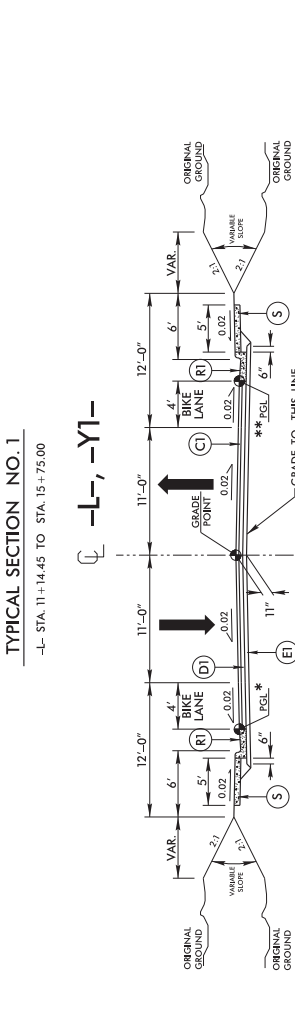
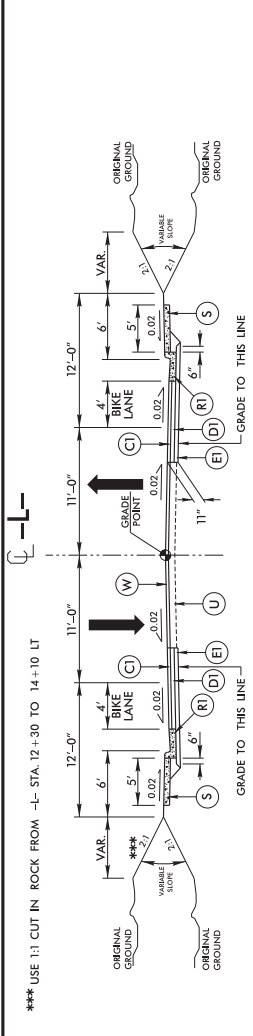
BOUNDARIES AND PROPERTY:
State Line
County Line
Township Line
City Line
Reservation Line
Property Line
Existing Iron Pin
Computed Property Corner
Property Monument
Parcel/Sequence Number
Existing Fence Line
Proposed Woven Wire Fence
Proposed Chain Link Fence
Proposed Barbed Wire Fence
Existing Welland Boundary
Proposed Welland Boundary
Existing Endangered Animal Boundary
Existing Endangered Plant Boundary
Existing Historic Property Boundary
Known Contamination Area: Soil
Potential Contamination Area: Soil
Known Contamination Area: Water
Potential Contamination Area: Water
Contaminated Site: Known or Potential
BUILDINGS AND OTHER CULTURE:
Gas Pump Vent or UG Tank Cap
Sign
Well
Small Mine
Foundation
Area Outline
Cemetery
Building
School
Church
Dam
HYDROLOGY:
Stream or Body of Water
Hydro, Pool or Reservoir
Jurisdictional Stream
Buffer, Zone 1
Buffer, Zone 2
Flow Arrow
Disappearing Stream
Spring
Wetland
Proposed Lateral, Tail, Head Ditch
False Sump

Standard Gauge
RR Signal Milepost
Switch
RR Abandoned
RR Dismantled
Hedge
Woods Line
Orchard
Vineyard
MAJOR:
Bridge, Tunnel or Box Culvert
MINOR:
Head and End Wall
Pipe Culvert
Footbridge
Drainage Box: Catch Basin, DI or JB
Paved Ditch Gutter
Storm Sewer Manhole
Storm Sewer
UTILITIES:
POWER:
Existing Power Pole
Proposed Power Pole
Existing Joint Use Pole
Proposed Joint Use Pole
Power Manhole
Power Line Tower
Power Transformer
UG Power Cable Hand Hole
H-Frame Pole
UG Power Line LOS B (S.U.E.*)
UG Power Line LOS C (S.U.E.*)
UG Power Line LOS D (S.U.E.*)
TELEPHONE:
Existing Telephone Pole
Proposed Telephone Pole
Telephone Manhole
Telephone Pedestal
Telephone Cell Tower
UG Telephone Cable Hand Hole
UG Telephone Cable LOS B (S.U.E.*)
UG Telephone Cable LOS C (S.U.E.*)
UG Telephone Cable LOS D (S.U.E.*)
UG Telephone Conduit LOS B (S.U.E.*)
UG Telephone Conduit LOS C (S.U.E.*)
UG Telephone Conduit LOS D (S.U.E.*)
UG Fiber Optics Cable LOS B (S.U.E.*)
UG Fiber Optics Cable LOS C (S.U.E.*)
UG Fiber Optics Cable LOS D (S.U.E.*)

RIGHT OF WAY & PROJECT CONTROL:
Secondary Horiz. and Vert. Control Point
Primary Horiz. Control Point
Primary Horiz. and Vert. Control Point
Exist. Permanent Easement Pin and Cap
New Permanent Easement Pin and Cap
Vertical Benchmark
Existing Right of Way Marker
Existing Right of Way Line
New Right of Way Line
New Right of Way Line with Pin and Cap
New Right of Way Line with Concrete or Granite RW Marker
New Control of Access Line with Concrete C/A Marker
Existing Control of Access
New Control of Access
Existing Easement Line
New Temporary Construction Easement
New Temporary Drainage Easement
New Permanent Drainage Easement
New Permanent Drainage / Utility Easement
New Permanent Utility Easement
New Temporary Utility Easement
New Aerial Utility Easement
ROADS AND RELATED FEATURES:
Existing Edge of Pavement
Existing Curb
Proposed Slope Stakes Cut
Proposed Slope Stakes Fill
Proposed Curb Ramp
Existing Metal Guardrail
Proposed Guardrail
Existing Cable Guidrail
Proposed Cable Guidrail
Equality Symbol
Pavement Removal
VEGETATION:
Single Tree
Single Shrub

WATER:
Water Manhole
Water Meter
Water Valve
Water Hydrant
UG Water Line LOS B (S.U.E.*)
UG Water Line LOS C (S.U.E.*)
UG Water Line LOS D (S.U.E.*)
Above Ground Water Line
TV:
TV Pedestal
TV Tower
UG TV Cable Hand Hole
UG TV Cable LOS B (S.U.E.*)
UG TV Cable LOS C (S.U.E.*)
UG TV Cable LOS D (S.U.E.*)
UG Fiber Optic Cable LOS B (S.U.E.*)
UG Fiber Optic Cable LOS C (S.U.E.*)
UG Fiber Optic Cable LOS D (S.U.E.*)
GAS:
Gas Valve
Gas Meter
UG Gas Line LOS B (S.U.E.*)
UG Gas Line LOS C (S.U.E.*)
UG Gas Line LOS D (S.U.E.*)
Above Ground Gas Line
SANITARY SEWER:
Sanitary Sewer Manhole
Sanitary Sewer Cleanout
UG Sanitary Sewer Line
Above Ground Sanitary Sewer
SS Forced Main Line LOS B (S.U.E.*)
SS Forced Main Line LOS C (S.U.E.*)
SS Forced Main Line LOS D (S.U.E.*)
MISCELLANEOUS:
Utility Pole
Utility Pole with Base
Utility Located Object
Utility Traffic Signal Box
Utility Unknown UG Line LOS B (S.U.E.*)
UG Tank; Water, Gas, Oil
AG Tank; Water, Gas, Oil
Geoenvironmental Boring
UG Test Hole LOS A (S.U.E.*)
Abandoned According to Utility Records
End of Information
E.O.I.

PROJECT REFERENCE NO. 178P-14-R-212
 SHEET NO. 2A-1
 ROADWAY DESIGN ENGINEER
 HANSEN DESIGN ENGINEER
INCOMPLETE PLANS
 do not use for P/W activation
DOCUMENT NOT CONSIDERED FINAL
 UNLESS ALL SIGNATURES COMPLETED
HDR
 HDR Engineering, Inc. of the Carolinas
 10000 W. Highway 101, Suite 100
 Charlotte, NC 28215, License Number F-21176



PRELIMINARY PAVEMENT SCHEDULE

A	7" PORTLAND CEMENT JOINTED STAMPED CONCRETE PAVEMENT TRUCK APRON WITH #4x8@3'-5x8@3'-5 INCHES WELDED WIRE REINFORCEMENT PLACED NEAR THE CENTER OF THE SLAB IN LIEU OF JOINTS
C1	PROP. APPROX. 3" ASPHALT CONCRETE SURFACE COURSE TYPE S9.5B, AT AN AVERAGE RATE OF 188 LBS. PER SQ. YD. IN EACH OF TWO LAYERS.
C2	PROP. VAR. DEPTH ASPHALT CONCRETE SURFACE COURSE, TYPE S9.5B, AT AN AVERAGE RATE OF 112 LBS. PER SQ. YD. PER 1" DEPTH TO BE FURGED IN LAYERS NOT TO EXCEED 2" IN DEPTH.
C3	PROP. APPROX. 2" ASPHALT CONCRETE SURFACE COURSE TYPE S9.5B, AT AN AVERAGE RATE OF 224 LBS. PER SQ. YD.
D1	PROP. APPROX. 4" ASPHALT CONCRETE INTERMEDIATE COURSE, TYPE I19.0C, AT AN AVERAGE RATE OF 436 LBS. PER SQ. YD.
D2	PROP. VAR. DEPTH ASPHALT CONCRETE INTERMEDIATE COURSE, TYPE I19.0C, AT AN AVERAGE RATE OF 112 LBS. PER SQ. YD. PER 1" DEPTH TO BE FURGED IN LAYERS NOT TO EXCEED 2.5" IN DEPTH OR GREATER THAN 4" IN DEPTH.
E1	PROP. APPROX. 4" ASPHALT CONCRETE INTERMEDIATE COURSE, TYPE I19.0C, AT AN AVERAGE RATE OF 436 LBS. PER SQ. YD.
E2	PROP. VAR. DEPTH ASPHALT CONCRETE INTERMEDIATE COURSE, TYPE I19.0C, AT AN AVERAGE RATE OF 112 LBS. PER SQ. YD. PER 1" DEPTH TO BE FURGED IN LAYERS NOT TO EXCEED 2.5" IN DEPTH OR GREATER THAN 4" IN DEPTH.
J1	6" AGGREGATE BASE COURSE
J2	9" AGGREGATE BASE COURSE
R1	2'-6" CONCRETE CURB & GUTTER
R2	EXPRESSWAY GUTTER
R3	5" MONOLITHIC CONCRETE ISLAND (KEYED IN)
R4	MODIFIED 2'-6" CONCRETE CURB & GUTTER (SEE DETAIL ON SHEET 2A-2)
S	4" CONCRETE SIDEWALK
T	EARTH MATERIAL
U	EXISTING PAVEMENT
W	VARIABLE DEPTH ASPHALT PAVEMENT (SEE WEDGING DETAIL)

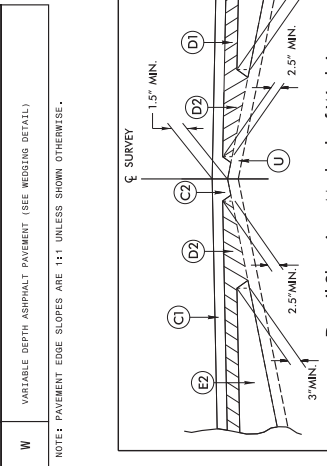
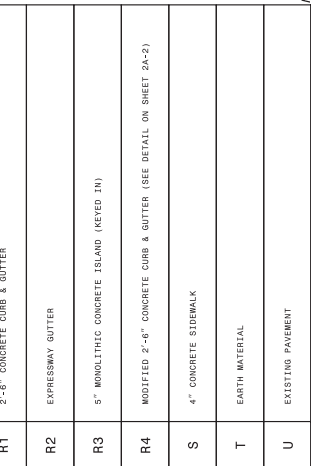
*** USE 1:1 CUT IN ROCK FROM -L- STA. 12+30 TO 14+10 LT

TYPICAL SECTION NO. 1
 -L- STA. 11+14.45 TO STA. 15+75.00

TYPICAL SECTION NO. 2
 -L- STA. 15+75.00 TO STA. 19+54.88 (BEGIN BRIDGE)
 -L- STA. 20+27.13 (END BRIDGE) TO STA. 21+62.45
 -L- STA. 22+82.45 TO STA. 25+51.25
 -H- STA. 11+00.00 TO STA. 12+81.54

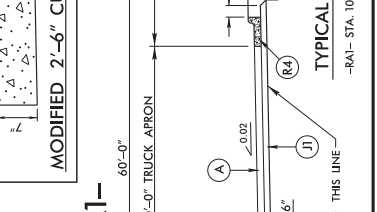
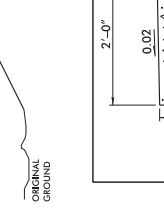
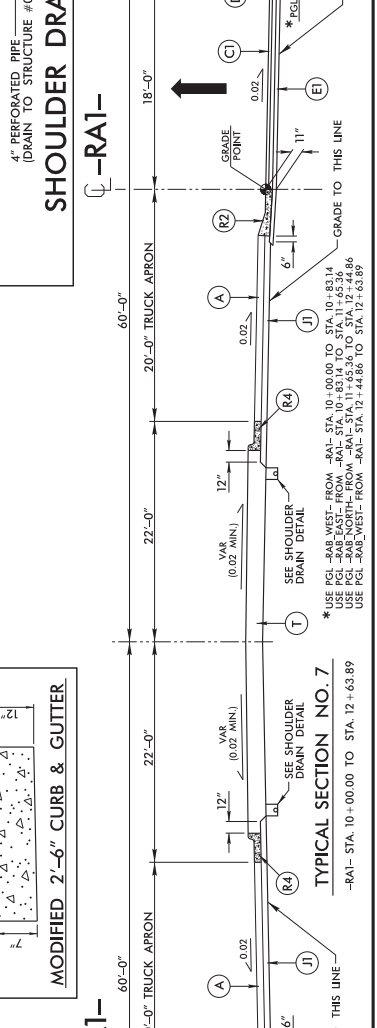
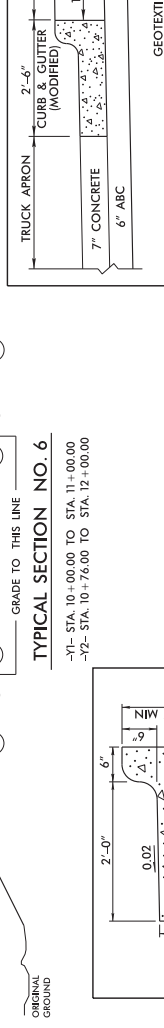
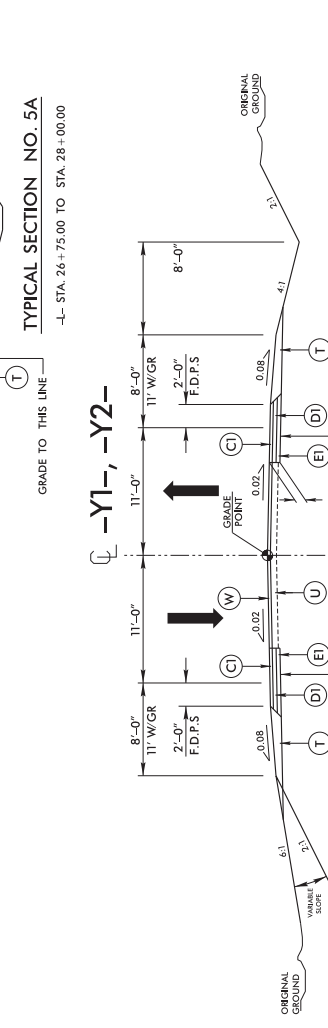
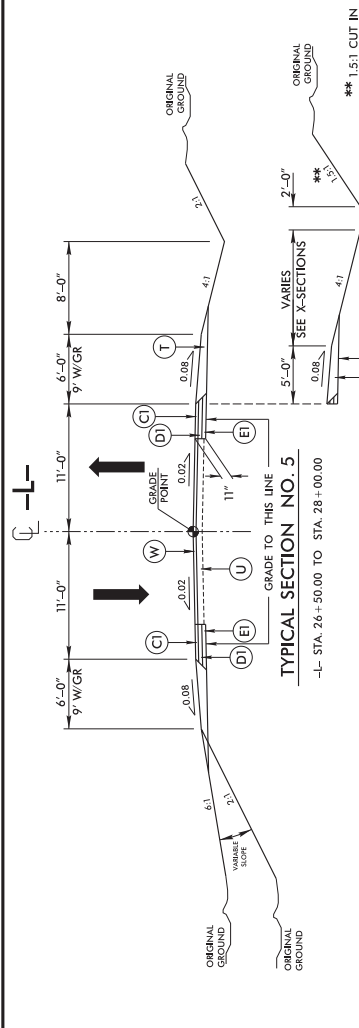
TYPICAL SECTION NO. 3
 -L- STA. 19+54.88 (BEGIN BRIDGE) TO STA. 20+27.13 (END BRIDGE)

TYPICAL SECTION NO. 4
 -L- STA. 25+51.25 TO STA. 26+50.00



NOTE: PAVEMENT EDGE SLOPES ARE 1:1 UNLESS SHOWN OTHERWISE.

PROJECT REFERENCE NO. 178P.14.R.212	SHEET NO. 2A-2
DESIGNER HARVEY M. WILSON ENGINEER	CHECKER HARVEY M. WILSON ENGINEER
INCOMPLETE PLANS DO NOT USE FOR CONSTRUCTION	
DOCUMENT NOT CONSIDERED FINAL UNLESS ALL SIGNATURES COMPLETED	
H&R H&R Engineering, Inc. of the Carolinas 10000 Southpark Drive, Suite 100 Charlotte, NC 28215, License Number F-2119	

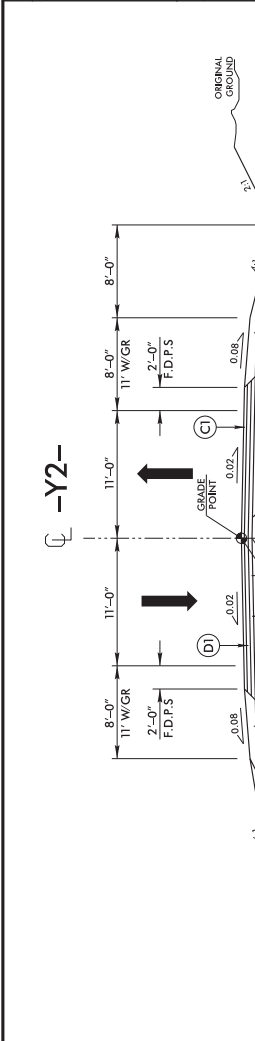


PRELIMINARY PAVEMENT SCHEDULE	
A	7" PORTLAND CEMENT JOINTED STAMPED CONCRETE PAVEMENT TRUCK APRON WITH #4-18@3-5X83.5 WELDED WIRE REINFORCEMENT PLACED NEAR THE CENTER OF THE SLAB IN LIEU OF JOINTS
C1	PROP. APPROX. 3" ASPHALT CONCRETE SURFACE COURSE TYPE S9.5B, AT AN AVERAGE RATE OF 188 LBS. PER SQ. YD. IN EACH OF TWO LAYERS.
C2	PROP. VAR. DEPTH ASPHALT CONCRETE SURFACE COURSE, TYPE S9.5B, AT AN AVERAGE RATE OF 112 LBS. PER SQ. YD. PER 1" DEPTH TO BE PLACED IN LAYERS NOT TO EXCEED 2" IN DEPTH.
C3	PROP. APPROX. 2" ASPHALT CONCRETE SURFACE COURSE TYPE S9.5B, AT AN AVERAGE RATE OF 224 LBS. PER SQ. YD.
D1	PROP. APPROX. 4" ASPHALT CONCRETE INTERMEDIATE COURSE, TYPE I19.0C, AT AN AVERAGE RATE OF 436 LBS. PER SQ. YD.
D2	PROP. VAR. DEPTH ASPHALT CONCRETE INTERMEDIATE COURSE, TYPE I19.0C, AT AN AVERAGE RATE OF 224 LBS. PER SQ. YD. IN LAYERS NOT LESS THAN 2.5" IN DEPTH OR GREATER THAN 4" IN DEPTH.
E1	PROP. APPROX. 4" ASPHALT CONCRETE BASE COURSE, TYPE B25.0C, AT AN AVERAGE RATE OF 436 LBS. PER SQ. YD.
E2	PROP. VAR. DEPTH ASPHALT CONCRETE BASE COURSE, TYPE B25.0C, AT AN AVERAGE RATE OF 224 LBS. PER SQ. YD. IN LAYERS NOT LESS THAN 3" IN DEPTH OR GREATER THAN 5.5" IN DEPTH.
J1	6" AGGREGATE BASE COURSE
J2	9" AGGREGATE BASE COURSE
R1	2'-6" CONCRETE CURB & GUTTER
R2	EXPRESSWAY GUTTER
R3	5" MONOLITHIC CONCRETE ISLAND (KEYED IN)
R4	MODIFIED 2'-6" CONCRETE CURB & GUTTER (SEE DETAIL ON SHEET 2A-2)
S	4" CONCRETE SIDEWALK
T	EARTH MATERIAL
U	EXISTING PAVEMENT
W	VARIABLE DEPTH ASPHALT PAVEMENT (SEE WEDGING DETAIL)

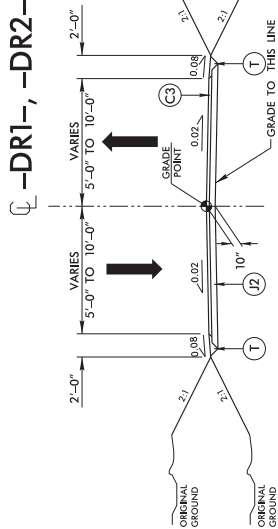
NOTE: PAVEMENT EDGE SLOPES ARE 1:1 UNLESS SHOWN OTHERWISE.

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USER: WYANMRT	TIME: 10:28:29 AM	TABLE: NC07_08549.dwg

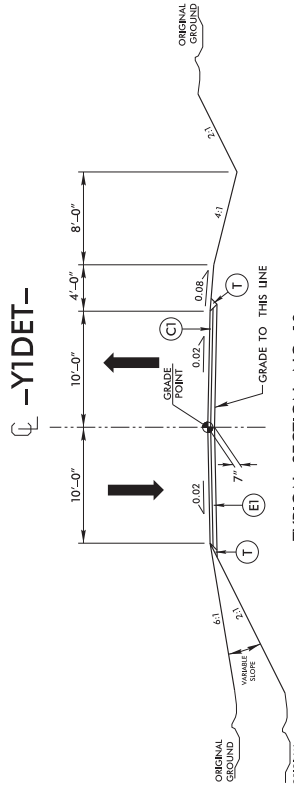
PROJECT REFERENCE NO. 17BP-14.R.212	SHEET NO. 2A-3
DESIGNER KIMLEY-HORN ENGINEER	DATE 10/28/12
DESIGNED BY TAVANSE DEJON ENGINEER	DATE 12/11/2019
INCOMPLETE PLANS DO NOT USE FOR CONSTRUCTION	
DOCUMENT NOT CONSIDERED FINAL UNLESS ALL SIGNATURES COMPLETED HDR Engineering, Inc. of the Carolinas 10000 University City Blvd., Suite 200 Charlotte, NC 28213, License Number F-2119	



TYPICAL SECTION NO. 8
-Y2- STA. 10+15.00 TO STA. 10+76.00



TYPICAL SECTION NO. 9
-DR1- STA. 10+52.00 TO STA. 10+94.58
-DR2- STA. 10+19.75 TO STA. 11+50.27



TYPICAL SECTION NO. 10
-Y1DET- STA. 10+00.00 TO STA. 13+10.13
-Y1DET- STA. 14+26.19 TO STA. 15+23.74

PRELIMINARY PAVEMENT SCHEDULE	
A	7" PORTLAND CEMENT JOINTED STAMPED CONCRETE PAVEMENT TRUCK APRON WITH #4-#3-5X83.5 WELDED WIRE REINFORCEMENT PLACED NEAR THE CENTER OF THE SLAB IN LIEU OF JOINTS
C1	PROP. APPROX. 3" ASPHALT CONCRETE SURFACE COURSE TYPE S9.5B, AT AN AVERAGE RATE OF 188 LBS. PER SQ. YD. IN EACH OF TWO LAYERS.
C2	PROP. VAR. DEPTH ASPHALT CONCRETE SURFACE COURSE, TYPE S9.5B, AT AN AVERAGE RATE OF 112 LBS. PER SQ. YD. PER 1" DEPTH TO BE PLACED IN LAYERS NOT TO EXCEED 2" IN DEPTH.
C3	PROP. APPROX. 2" ASPHALT CONCRETE SURFACE COURSE TYPE S9.5B, AT AN AVERAGE RATE OF 224 LBS. PER SQ. YD.
D1	PROP. APPROX. 4" ASPHALT CONCRETE INTERMEDIATE COURSE, TYPE T19.0C, AT AN AVERAGE RATE OF 436 LBS. PER SQ. YD.
D2	PROP. VAR. DEPTH ASPHALT CONCRETE INTERMEDIATE COURSE, TYPE T19.0C, AT AN AVERAGE RATE OF 266 LBS. PER SQ. YD. TO BE PLACED IN LAYERS NOT TO EXCEED 2.5" IN DEPTH OR GREATER THAN 4" IN DEPTH.
E1	PROP. APPROX. 4" ASPHALT CONCRETE BASE COURSE, TYPE B25.0C, AT AN AVERAGE RATE OF 566 LBS. PER SQ. YD.
E2	PROP. VAR. DEPTH ASPHALT CONCRETE BASE COURSE, TYPE B25.0C, TO BE PLACED IN LAYERS NOT LESS THAN 3" IN DEPTH OR GREATER THAN 5.5" IN DEPTH.
J1	6" AGGREGATE BASE COURSE
J2	6" AGGREGATE BASE COURSE
R1	2'-6" CONCRETE CURB & GUTTER
R2	EXPRESSWAY GUTTER
R3	5" MONOLITHIC CONCRETE ISLAND (KEYED IN)
R4	MODIFIED 2'-6" CONCRETE CURB & GUTTER (SEE DETAIL ON SHEET 2A-2)
S	4" CONCRETE SIDEWALK
T	EARTH MATERIAL
U	EXISTING PAVEMENT
W	VARIABLE DEPTH ASPHALT PAVEMENT (SEE WEDGING DETAIL)

NOTE: PAVEMENT EDGE SLOPES ARE 1:1 UNLESS SHOWN OTHERWISE.

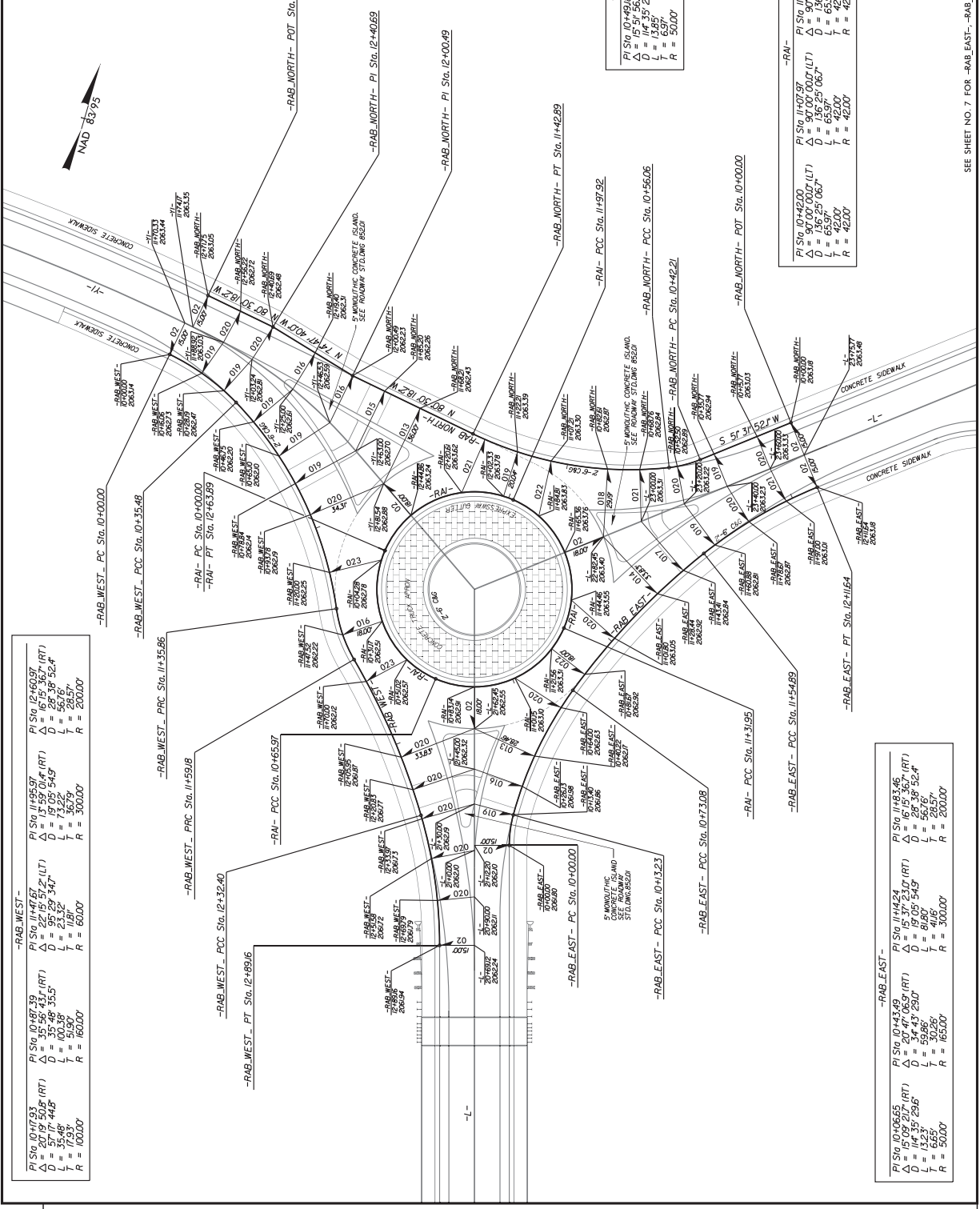
PROJECT REFERENCE NO. 178P.14.R.212
 SHEET NO. 2B-1

REASON FOR REVISION
 ENGINEER
 HYDRAULICS ENGINEER

**INCOMPLETE PLANS
 DO NOT USE FOR P.P. ACQUISITION**

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

HDR
 HDR Engineering, Inc. of the Carolinas
 10000 University Blvd., Suite 200
 Charlotte, NC 28213, License Number F-2176



-RAB WEST -

PI Sta. 10+17.93 Δ = 57.71 D = 35.48 L = 17.53 R = 100.00	PI Sta. 10+47.39 Δ = 35.48 D = 100.38 L = 51.90 R = 160.00	PI Sta. 11+47.67 Δ = 95.28 D = 170.95 L = 23.32 R = 1181	PI Sta. 11+95.97 Δ = 170.95 D = 187.05 L = 73.22 R = 367.9	PI Sta. 12+60.97 Δ = 28.38 D = 56.76 L = 28.55 R = 200.00
---	--	--	--	---

-RAB WEST - PRC Sta. 11+35.96

PI Sta. 10+00.00 Δ = 100.00 D = 100.00 L = 100.00 R = 100.00	PI Sta. 10+35.96 Δ = 100.00 D = 100.00 L = 100.00 R = 100.00	PI Sta. 10+71.92 Δ = 100.00 D = 100.00 L = 100.00 R = 100.00	PI Sta. 11+07.98 Δ = 100.00 D = 100.00 L = 100.00 R = 100.00	PI Sta. 11+44.04 Δ = 100.00 D = 100.00 L = 100.00 R = 100.00
--	--	--	--	--

-RAB WEST - PRC Sta. 11+59.18

PI Sta. 10+00.00 Δ = 100.00 D = 100.00 L = 100.00 R = 100.00	PI Sta. 10+59.18 Δ = 100.00 D = 100.00 L = 100.00 R = 100.00	PI Sta. 11+18.36 Δ = 100.00 D = 100.00 L = 100.00 R = 100.00	PI Sta. 11+57.54 Δ = 100.00 D = 100.00 L = 100.00 R = 100.00	PI Sta. 12+16.72 Δ = 100.00 D = 100.00 L = 100.00 R = 100.00
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-RAB WEST - PRC Sta. 12+32.40

PI Sta. 10+00.00 Δ = 100.00 D = 100.00 L = 100.00 R = 100.00	PI Sta. 10+32.40 Δ = 100.00 D = 100.00 L = 100.00 R = 100.00	PI Sta. 10+64.80 Δ = 100.00 D = 100.00 L = 100.00 R = 100.00	PI Sta. 10+97.20 Δ = 100.00 D = 100.00 L = 100.00 R = 100.00	PI Sta. 11+29.60 Δ = 100.00 D = 100.00 L = 100.00 R = 100.00
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-RAB WEST - PRC Sta. 12+56.80

PI Sta. 10+00.00 Δ = 100.00 D = 100.00 L = 100.00 R = 100.00	PI Sta. 10+56.80 Δ = 100.00 D = 100.00 L = 100.00 R = 100.00	PI Sta. 11+13.60 Δ = 100.00 D = 100.00 L = 100.00 R = 100.00	PI Sta. 11+46.00 Δ = 100.00 D = 100.00 L = 100.00 R = 100.00	PI Sta. 11+78.40 Δ = 100.00 D = 100.00 L = 100.00 R = 100.00
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-RAB WEST - PRC Sta. 13+10.24

PI Sta. 10+00.00 Δ = 100.00 D = 100.00 L = 100.00 R = 100.00	PI Sta. 10+10.24 Δ = 100.00 D = 100.00 L = 100.00 R = 100.00	PI Sta. 10+20.48 Δ = 100.00 D = 100.00 L = 100.00 R = 100.00	PI Sta. 10+30.72 Δ = 100.00 D = 100.00 L = 100.00 R = 100.00	PI Sta. 10+40.96 Δ = 100.00 D = 100.00 L = 100.00 R = 100.00
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-RAB WEST - PRC Sta. 13+34.64

PI Sta. 10+00.00 Δ = 100.00 D = 100.00 L = 100.00 R = 100.00	PI Sta. 10+34.64 Δ = 100.00 D = 100.00 L = 100.00 R = 100.00	PI Sta. 10+69.28 Δ = 100.00 D = 100.00 L = 100.00 R = 100.00	PI Sta. 11+03.92 Δ = 100.00 D = 100.00 L = 100.00 R = 100.00	PI Sta. 11+38.56 Δ = 100.00 D = 100.00 L = 100.00 R = 100.00
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-RAB WEST - PRC Sta. 13+59.04

PI Sta. 10+00.00 Δ = 100.00 D = 100.00 L = 100.00 R = 100.00	PI Sta. 10+59.04 Δ = 100.00 D = 100.00 L = 100.00 R = 100.00	PI Sta. 11+18.08 Δ = 100.00 D = 100.00 L = 100.00 R = 100.00	PI Sta. 11+52.72 Δ = 100.00 D = 100.00 L = 100.00 R = 100.00	PI Sta. 12+17.36 Δ = 100.00 D = 100.00 L = 100.00 R = 100.00
--	--	--	--	--

-RAB WEST - PRC Sta. 14+13.44

PI Sta. 10+00.00 Δ = 100.00 D = 100.00 L = 100.00 R = 100.00	PI Sta. 10+13.44 Δ = 100.00 D = 100.00 L = 100.00 R = 100.00	PI Sta. 10+26.88 Δ = 100.00 D = 100.00 L = 100.00 R = 100.00	PI Sta. 10+40.32 Δ = 100.00 D = 100.00 L = 100.00 R = 100.00	PI Sta. 10+53.76 Δ = 100.00 D = 100.00 L = 100.00 R = 100.00
--	--	--	--	--

-RAB WEST - PRC Sta. 14+37.84

PI Sta. 10+00.00 Δ = 100.00 D = 100.00 L = 100.00 R = 100.00	PI Sta. 10+37.84 Δ = 100.00 D = 100.00 L = 100.00 R = 100.00	PI Sta. 10+75.68 Δ = 100.00 D = 100.00 L = 100.00 R = 100.00	PI Sta. 11+13.52 Δ = 100.00 D = 100.00 L = 100.00 R = 100.00	PI Sta. 11+47.16 Δ = 100.00 D = 100.00 L = 100.00 R = 100.00
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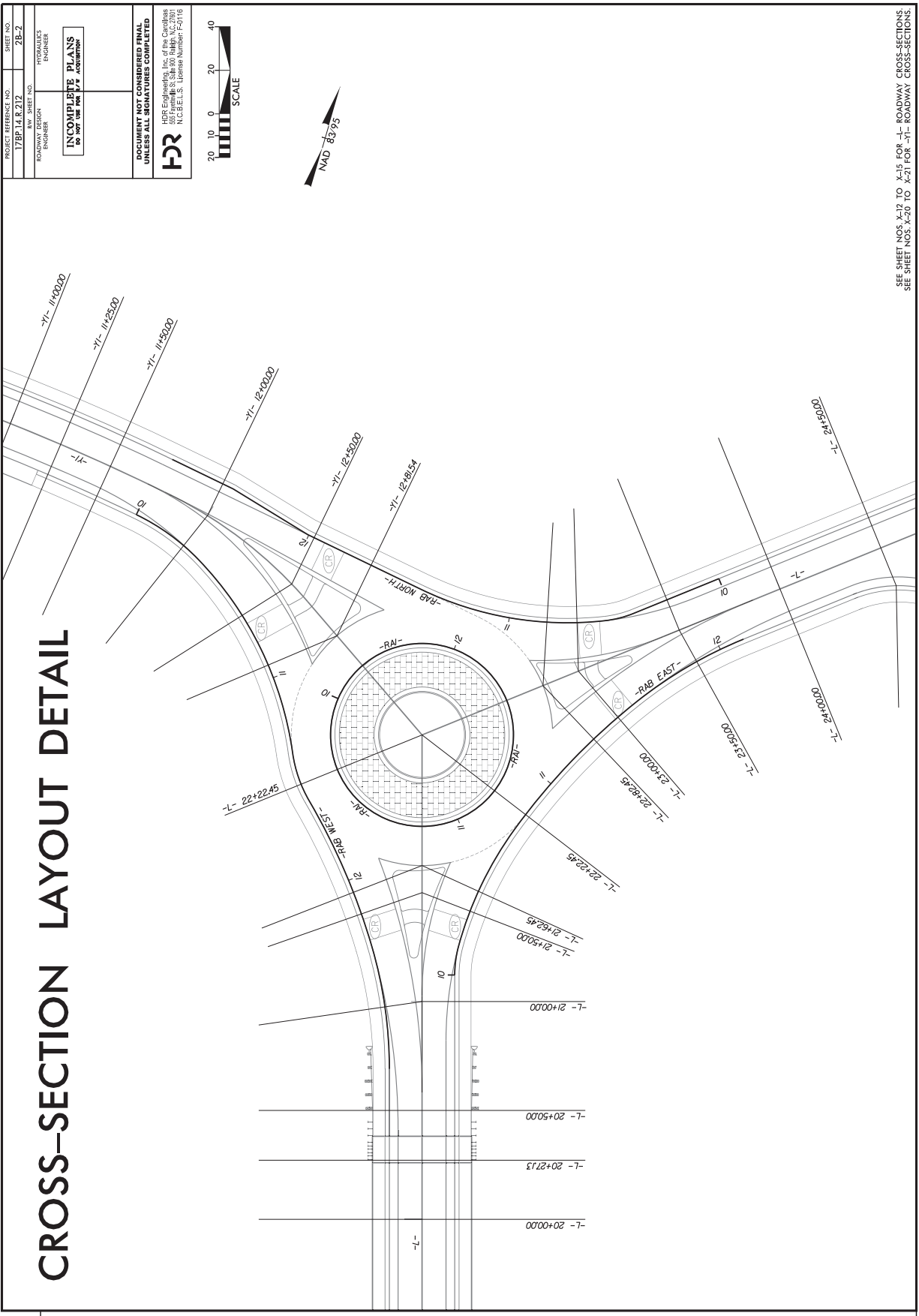
-RAB NORTH -

PI Sta. 10+49.18 Δ = 15.51 D = 13.43 L = 6.59 R = 50.00	PI Sta. 11+00.65 Δ = 32.05 D = 26.63 L = 44.59 R = 155.00
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-RAB NORTH -

PI Sta. 10+42.00 Δ = 15.51 D = 13.43 L = 6.59 R = 50.00	PI Sta. 11+07.98 Δ = 32.05 D = 26.63 L = 44.59 R = 155.00	PI Sta. 11+15.96 Δ = 15.51 D = 13.43 L = 6.59 R = 50.00	PI Sta. 11+21.94 Δ = 32.05 D = 26.63 L = 44.59 R = 155.00
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SEE SHEET NO. 4 FOR ROADWAY PLAN
 SEE SHEET NO. 6 FOR -RAI- PROFILE
 SEE SHEET NO. 7 FOR -RAB EAST-, -RAB NORTH-, AND -RAB WEST- CURB PROFILES.



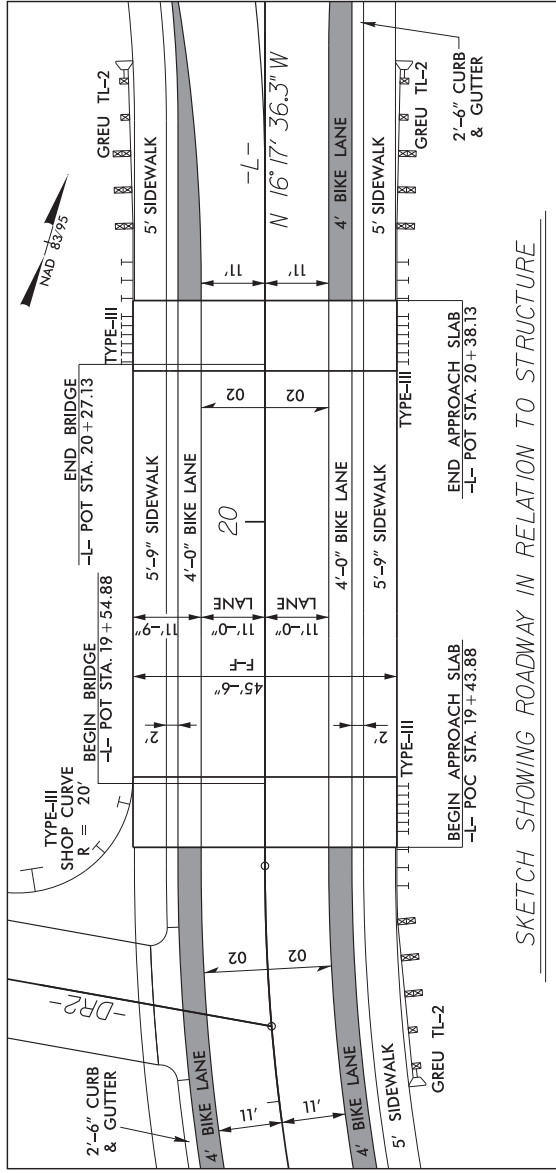
PROJECT REFERENCE NO. 178P14.R.212	SHEET NO. 2E-2
ROADWAY DESIGN ENGINEER	HYDRAULICS ENGINEER
INCOMPLETE PLANS DO NOT USE FOR CONSTRUCTION	
DOCUMENT NOT CONSIDERED FINAL UNLESS ALL SIGNATURES COMPLETED	
 HDR Engineering, Inc. of the Carolinas 10000 University City Blvd., Suite 100 Charlotte, NC 28213, License Number F-2176	

SEE SHEET NOS. X-12 TO X-15 FOR -L- ROADWAY CROSS-SECTIONS.
SEE SHEET NOS. X-20 TO X-21 FOR -YI- ROADWAY CROSS-SECTIONS.

PLT: DRIVERS\NC001.dwt color: eno, 50, 0, 1
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PROJECT REFERENCE NO. 17BP.14.R.212	SHEET NO. 2E-3
DESIGNER KIMBERLY ENGINEER	DATE 10/24/17
INCOMPLETE PLANS DO NOT USE FOR CONSTRUCTION	SCALE 1" = 20'
DOCUMENT NOT CONSIDERED FINAL UNLESS ALL SIGNATURES COMPLETED	

HDR HDR Engineering, Inc. of the Carolinas
 555 Fayetteville St., Suite 400, Raleigh, N.C. 27601
 N.C.B.E.L.S. License Number: F-0716



SKETCH SHOWING ROADWAY IN RELATION TO STRUCTURE

SEE SHEET NO. 4 FOR ROADWAY PLAN.
 SEE SHEET NO. 2A-1 FOR BRIDGE TYPICAL SECTION.

PROJECT REFERENCE NO. 17BP.14.R.212
 SHEET NO. 2B-4
 ROADWAY DESIGN ENGINEER
 HYDRAULICS ENGINEER
INCOMPLETE PLANS
 DO NOT USE FOR CONSTRUCTION
DOCUMENT NOT CONSIDERED FINAL
 UNLESS ALL SIGNATURES COMPLETED
HR
 HDR Engineering, Inc. of the Carolinas
 10000 University Blvd., Suite 200
 Charlotte, NC 28213
 License Number: F-21116
 SEE SHEET NO. 4 FOR ROADWAY PLAN

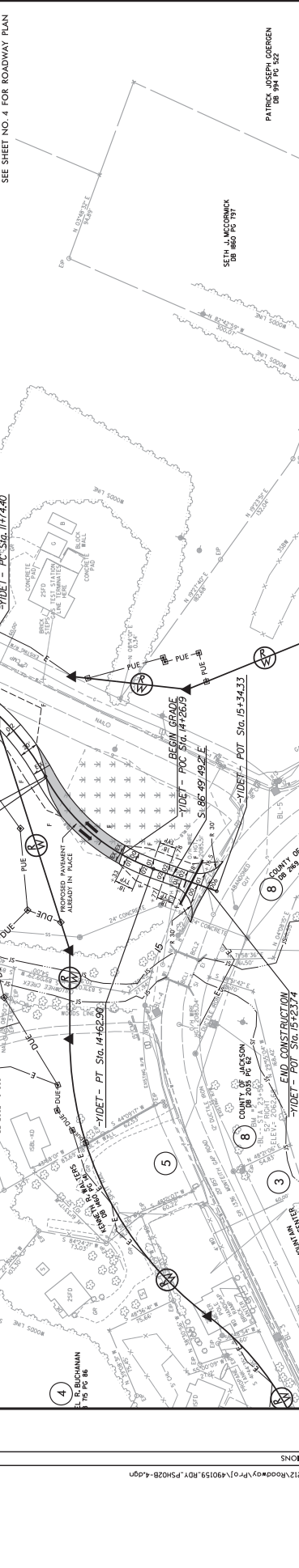
-YIDET-	
PI STA. 10+31.95	PI STA. 13+09.33
Δ = 17.46050 (RT)	Δ = 42.09103 (LT)
D = 28.38' 52.4"	D = 27.17' 0.3"
L = 62.02'	L = 15.45'
R = 200.00'	R = 200.00'
V = 25 MPH	V = 25 MPH
θ = 0.02 (LOW SPEED)	θ = 0.02 (LOW SPEED)

-YIDET-	
PI STA. 13+09.33	PI STA. 16+86.65 (RT)
Δ = 28.38' 52.4"	Δ = 27.37' 15.5"
D = 62.02'	D = 13.00'
L = 200.00'	L = 265.00'
R = 25 MPH	R = 25 MPH
θ = 0.02 (LOW SPEED)	θ = 0.02 (LOW SPEED)

-YIDET-	
PI STA. 16+86.65 (RT)	PI STA. 19+73.95
Δ = 27.37' 15.5"	Δ = 28.38' 52.4"
D = 13.00'	D = 62.02'
L = 265.00'	L = 200.00'
R = 25 MPH	R = 25 MPH
θ = 0.02 (LOW SPEED)	θ = 0.02 (LOW SPEED)

-YIDET-	
PI STA. 19+73.95	PI STA. 22+61.05 (RT)
Δ = 28.38' 52.4"	Δ = 27.37' 15.5"
D = 62.02'	D = 13.00'
L = 200.00'	L = 265.00'
R = 25 MPH	R = 25 MPH
θ = 0.02 (LOW SPEED)	θ = 0.02 (LOW SPEED)

-YIDET-	
PI STA. 22+61.05 (RT)	PI STA. 25+48.15
Δ = 27.37' 15.5"	Δ = 28.38' 52.4"
D = 13.00'	D = 62.02'
L = 265.00'	L = 200.00'
R = 25 MPH	R = 25 MPH
θ = 0.02 (LOW SPEED)	θ = 0.02 (LOW SPEED)



2.080	BEGIN GRADE BEGIN CONSTRUCTION -YIDET - STA.10+00.00 EL. 2.065.38	10
2.070	PROPOSED GRADE -YIDET - ST A.13+10.13 = -RAB WEST - ST A.11+31.28 EL. 2.062.12	11
2.060	END GRADE -YIDET - ST A.13+10.13 = -RAB WEST - ST A.11+31.28 EL. 2.062.12	12
2.050	PROPOSED GRADE -YIDET - ST A.14+26.19 = -RAB EAST - ST A.10+25.71 EL. 2.061.85	13
2.040	END GRADE -YIDET - ST A.14+26.19 = -RAB EAST - ST A.10+25.71 EL. 2.061.85	14
2.030	EXISTING GROUND	15

COMPUTED BY: J.M. REDENBACH, DATE: 03/27/19
 CHECKED BY: D.M. WAINWRIGHT, DATE:

STATE OF NORTH CAROLINA
 DIVISION OF HIGHWAYS

PROJECT REFERENCE NO.
 17BP 14 R 212

SHEET NO.
 3E-1

HR
 HR Engineering, Inc. of the Carolinas
 525 Fayetteville S. Suite 600 Raleigh, N.C. 27601
 N.C. B.E.C.S. License Number: P00116

SUMMARY OF EARTHWORK
 IN CUBIC YARDS

LOCATION	UNCLASSIFIED EXCAVATION	EMBANK - 15%	BORROW	WASTE
-- STA. 10+14.45 TO STA. 19+54.88 (BEGIN BRIDGE)	1,279	4,431	3,202	0
-- STA. 20+27.13 (END BRIDGE) TO STA. 26+00.00	2,448	5,253	3,202	385
-- STA. 10+14.45 TO STA. 12+81.54	446	174	0	272
-- STA. 10+14.45 TO STA. 17+00.00	809	359	59	0
-- STA. 10+14.45 TO STA. 17+00.00	755	313	59	272
-- STA. 10+52.00 TO STA. 10+72.00	13	0	0	13
-- STA. 10+19.75 TO STA. 11+50.00	5	154	149	0
-- STA. 10+19.75 TO STA. 11+50.00	18	154	149	12
TOTAL	3,221	5,920	3,389	697
MATERIAL FOR SHOULDER CONSTRUCTION				
WASTE IN WLD OF BORROW				
PROJECT TOTAL	3,221	5,920	4,659	469
EST. SQ. TO REPLACE TOP SOIL ON BORROW PIT			137	0
GRAND TOTAL	3,221	5,920	2,866	0
SAY				

ESTIMATED DDE = 110 CUBIC YARDS

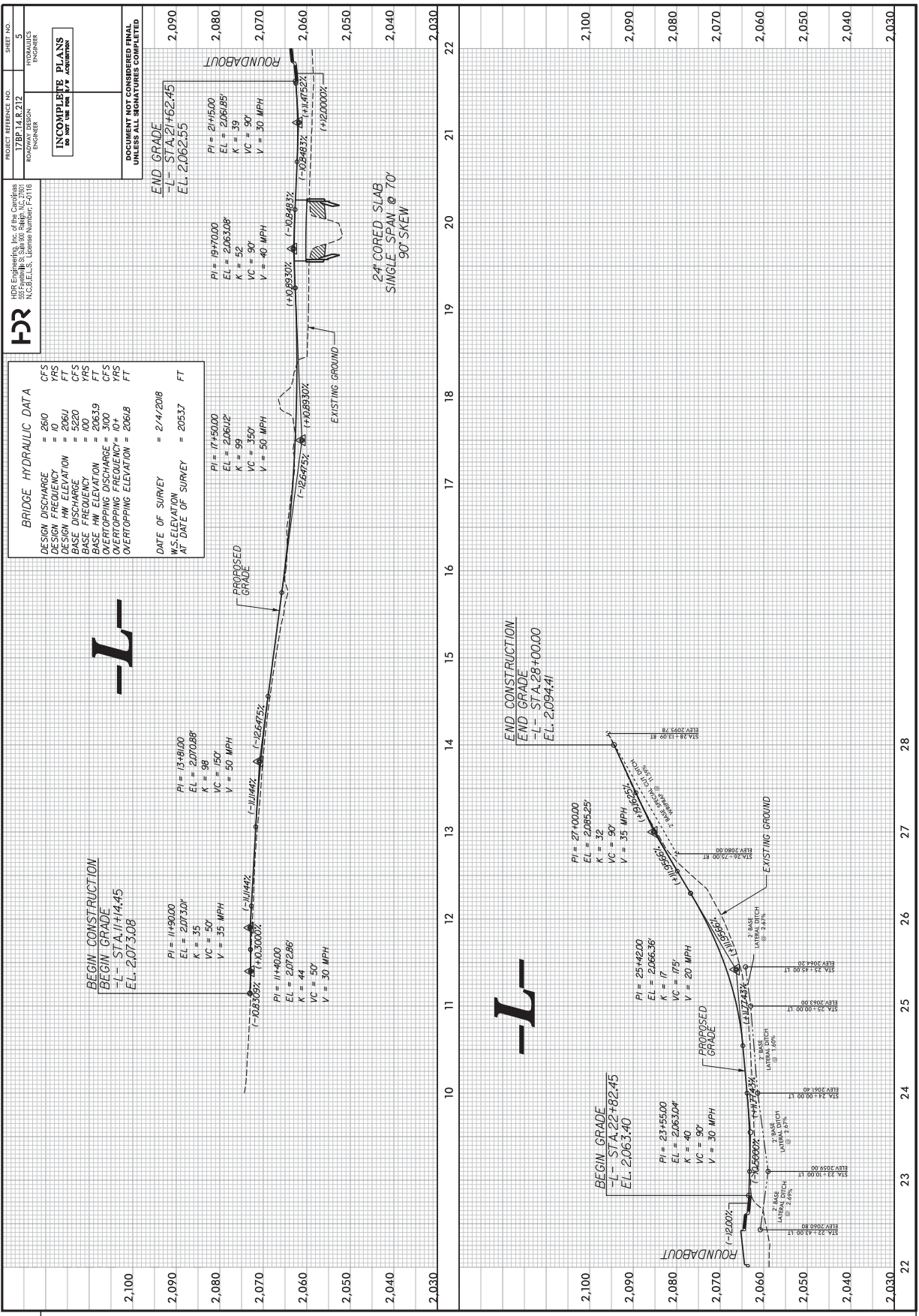
Note: Approximate quantities only. Unclassified Excavation, Fine Grading, Cleaning and Grubbing, Backfilling, and Replacing Topsoil and Replacing Pavement will be paid for at the contract lump sum price for Grading.

SUMMARY OF PAVEMENT REMOVAL
 IN SQUARE YARDS

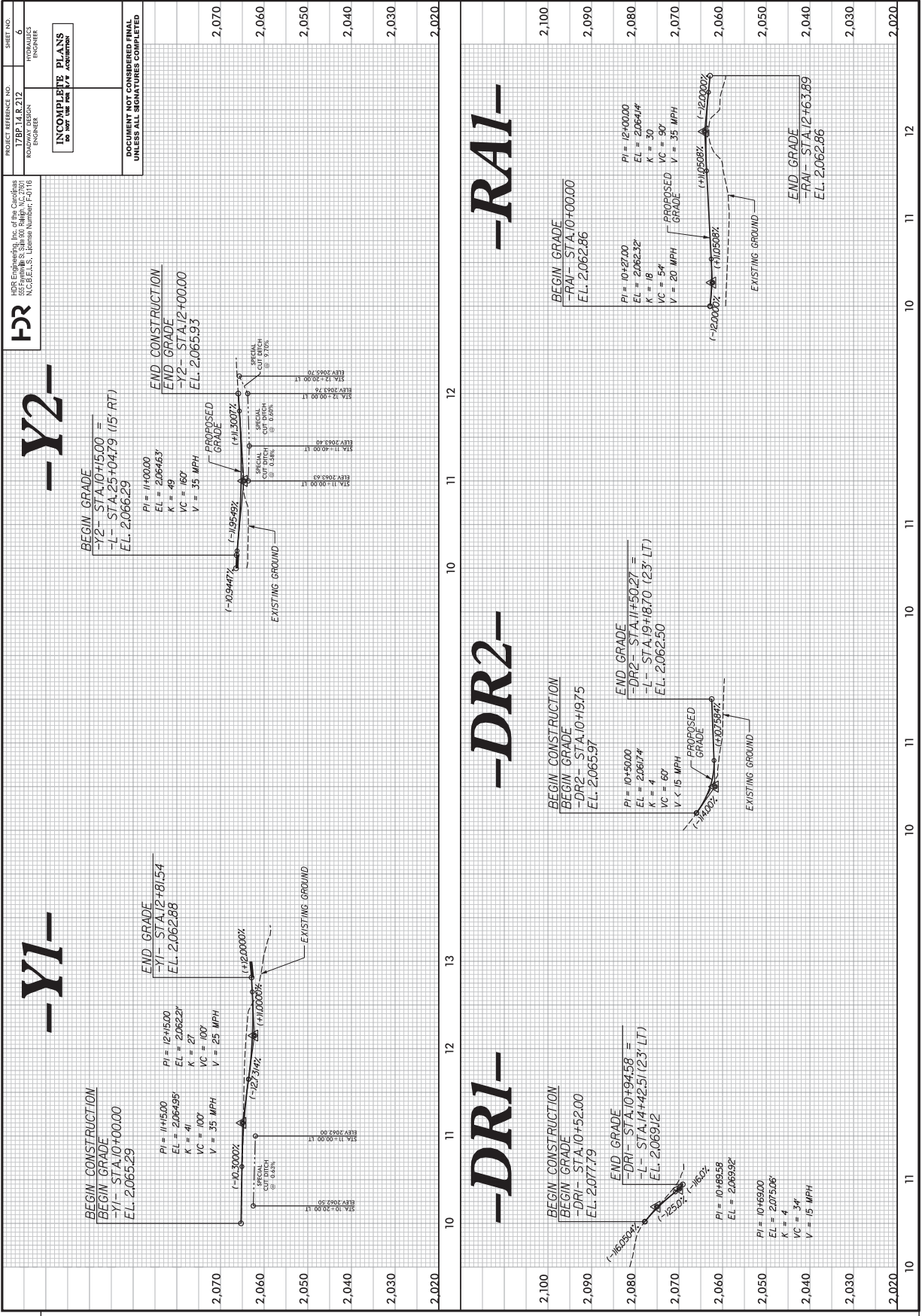
LOCATION	ASPHALT REMOVAL	CONCRETE REMOVAL	CONCRETE BEGG. UP
-- STA. 12+45 TO 14+03	34		
-- STA. 14+03 TO 15+54	222		
-- STA. 15+54 TO 24+84	222		
-- STA. 25+36 TO 27+19	341		
-- STA. 28+50 TO 27+75	87		
-- STA. 10+75 TO 13+44	215		
TOTAL	3,237		
SAY	3,240		

REVISIONS

12/17/2019
 11:52:49 AM
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2,100	2,090	2,080	2,070	2,060	2,050	2,040	2,030
2,100	2,090	2,080	2,070	2,060	2,050	2,040	2,030



HR

HDR Engineering, Inc. of the Carolinas
 555 Fayetteville St., Suite 300, Raleigh, N.C. 27601
 REGISTERED PROFESSIONAL ENGINEER
 N.C.B. E.L.S. License Number: F-0716

SHEET NO. 6
 TOTAL SHEETS 6
 PROJECT REFERENCE NO. 17BP-1A.R.212

INCOMPLETE PLANS
 DO NOT USE FOR CONSTRUCTION

DOCUMENT NOT CONSIDERED FINAL
 UNLESS ALL SIGNATURES COMPLETED

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REVISIONS

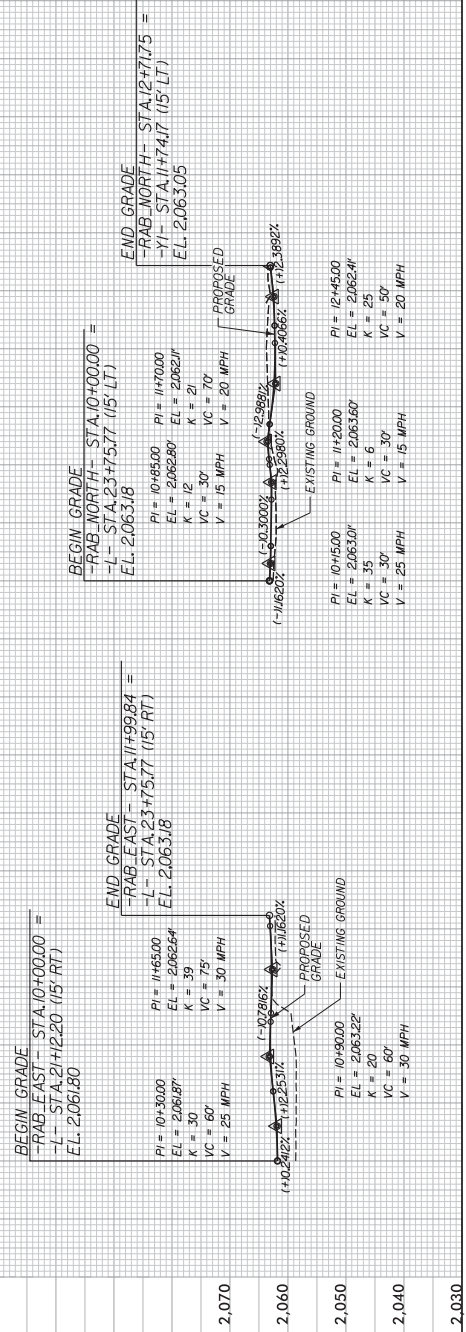
--RAB_EAST-- --RAB_NORTH--

PROJECT REFERENCE NO. 17BP_14.R.212
 ROAD DESIGN ENGINEER
 HOB ENGINEERING, INC. of the Carolinas
 555 Fayetteville St., Suite 600, Raleigh, N.C. 27601
 N.C.B.E.L.S. License Number: F-0116

DR

INCOMPLETE PLANS
 DO NOT USE FOR CONSTRUCTION

DOCUMENT NOT CONSIDERED FINAL
 UNLESS ALL SIGNATURES COMPLETED

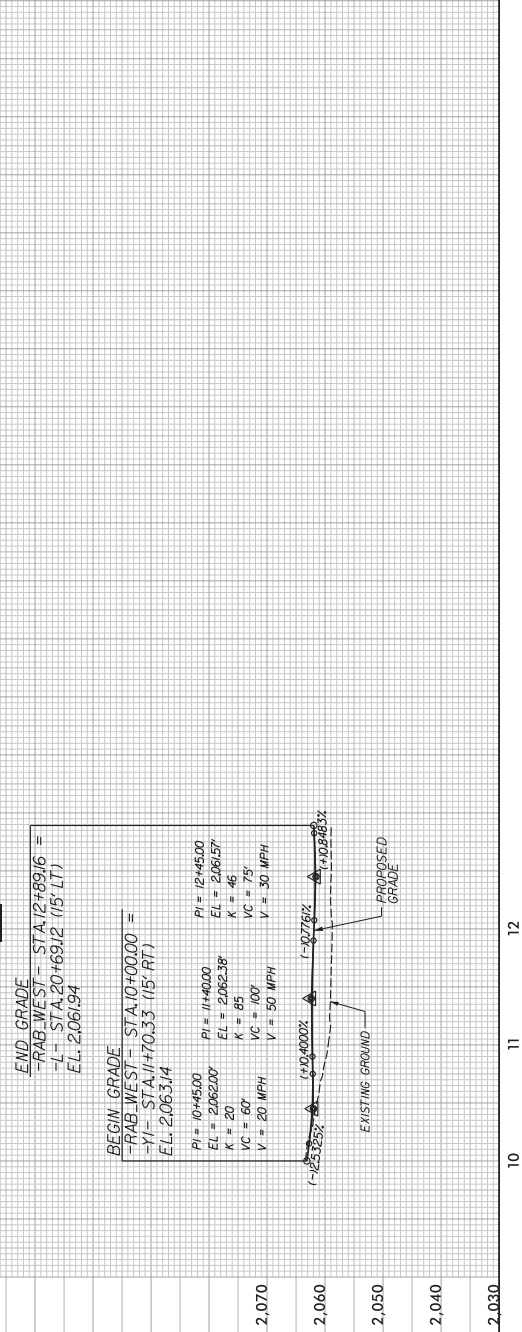


--RAB_WEST--

PROJECT REFERENCE NO. 17BP_14.R.212
 ROAD DESIGN ENGINEER
 HOB ENGINEERING, INC. of the Carolinas
 555 Fayetteville St., Suite 600, Raleigh, N.C. 27601
 N.C.B.E.L.S. License Number: F-0116

DR

INCOMPLETE PLANS
 DO NOT USE FOR CONSTRUCTION



2,070	
2,060	
2,050	
2,040	
2,030	

REVISIONS

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 DATE: 12/11/2019
 TIME: 10:31:06 AM
 PENTABLE: NC001_05P01.rvt

County: JACKSON

Line #	Item Number	Sec #	Description	Quantity	Unit Cost	Amount
ROADWAY ITEMS						
0001	0000100000-N	800	MOBILIZATION	Lump Sum	L.S.	
0002	0000400000-N	801	CONSTRUCTION SURVEYING	Lump Sum	L.S.	
0003	0030000000-N	SP	TYPE II MODIFIED APPROACH FILL, STATION ***** (19+91.00 -L-)	Lump Sum	L.S.	
0004	0043000000-N	226	GRADING	Lump Sum	L.S.	
0005	0050000000-E	226	SUPPLEMENTARY CLEARING & GRUBBING	1 ACR		
0006	0057000000-E	226	UNDERCUT EXCAVATION	450 CY		
0007	0134000000-E	240	DRAINAGE DITCH EXCAVATION	165 CY		
0008	0194000000-E	265	SELECT GRANULAR MATERIAL, CLASS III	1,200 CY		
0009	0195000000-E	265	SELECT GRANULAR MATERIAL	400 CY		
0010	0196000000-E	270	GEOTEXTILE FOR SOIL STABILIZATION	2,100 SY		
0011	0234000000-E	SP	GENERIC GRADING ITEM SELECT MATERIAL, CLASS II, TYPE I	150 CY		
0012	0318000000-E	300	FOUNDATION CONDITIONING MATERIAL, MINOR STRUCTURES	118 TON		
0013	0320000000-E	300	FOUNDATION CONDITIONING GEOTEXTILE	1,060 SY		
0014	0335200000-E	305	15" DRAINAGE PIPE	12 LF		
0015	0335300000-E	305	18" DRAINAGE PIPE	16 LF		
0016	0448200000-E	310	15" RC PIPE CULVERTS, CLASS IV	752 LF		
0017	0448300000-E	310	18" RC PIPE CULVERTS, CLASS IV	868 LF		

County: JACKSON

Line #	Item Number	Sec #	Description	Quantity	Unit Cost	Amount
0018	0448400000-E	310	24" RC PIPE CULVERTS, CLASS IV	160 LF		
0019	0448500000-E	310	30" RC PIPE CULVERTS, CLASS IV	440 LF		
0020	0588000000-E	310	18" CS PIPE CULVERTS, 0.064" THICK	44 LF		
0021	0600000000-E	310	30" CS PIPE CULVERTS, 0.079" THICK	320 LF		
0022	0636000000-E	310	*** CS PIPE ELBOWS, ***** THICK (18", 0.064")	4 EA		
0023	0636000000-E	310	*** CS PIPE ELBOWS, ***** THICK (30", 0.079")	8 EA		
0024	0995000000-E	340	PIPE REMOVAL	504 LF		
0025	1099500000-E	505	SHALLOW UNDERCUT	100 CY		
0026	1099700000-E	505	CLASS IV SUBGRADE STABILIZATION	200 TON		
0027	1121000000-E	520	AGGREGATE BASE COURSE	466 TON		
0028	1220000000-E	545	INCIDENTAL STONE BASE	78.6 TON		
0029	1275000000-E	600	PRIME COAT	100 GAL		
0030	1330000000-E	607	INCIDENTAL MILLING	550 SY		
0031	1491000000-E	610	ASPHALT CONC BASE COURSE, TYPE B25.0C	1,840 TON		
0032	1503000000-E	610	ASPHALT CONC INTERMEDIATE COURSE, TYPE I19.0C	1,390 TON		
0033	1519000000-E	610	ASPHALT CONC SURFACE COURSE, TYPE S9.5B	1,490 TON		
0034	1575000000-E	620	ASPHALT BINDER FOR PLANT MIX	255 TON		

County: JACKSON

Line #	Item Number	Sec #	Description	Quantity	Unit Cost	Amount
0035	1891000000-E	SP	GENERIC PAVING ITEM 7" JOINTED CONCRETE TRUCK APRON	340 SY		
0036	2022000000-E	815	SUBDRAIN EXCAVATION	34 CY		
0037	2026000000-E	815	GEOTEXTILE FOR SUBSURFACE DRAINS	200 SY		
0038	2036000000-E	815	SUBDRAIN COARSE AGGREGATE	26 CY		
0039	2044000000-E	815	6" PERFORATED SUBDRAIN PIPE	200 LF		
0040	2070000000-N	815	SUBDRAIN PIPE OUTLET	1 EA		
0041	2077000000-E	815	6" OUTLET PIPE	6 LF		
0042	2099000000-E	816	SHOULDER DRAIN	130 LF		
0043	2110000000-E	816	4" SHOULDER DRAIN PIPE	130 LF		
0044	2253000000-E	840	PIPE COLLARS	0.447 CY		
0045	2275000000-E	SP	FLOWABLE FILL	4 CY		
0046	2286000000-N	840	MASONRY DRAINAGE STRUCTURES	40 EA		
0047	2308000000-E	840	MASONRY DRAINAGE STRUCTURES	6 LF		
0048	2354000000-N	840	FRAME WITH GRATE, STD 840.22	2 EA		
0049	2364000000-N	840	FRAME WITH TWO GRATES, STD 840.16	5 EA		
0050	2365000000-N	840	FRAME WITH TWO GRATES, STD 840.22	4 EA		
0051	2367000000-N	840	FRAME WITH TWO GRATES, STD 840.29	1 EA		

County: JACKSON

Line #	Item Number	Sec #	Description	Quantity	Unit Cost	Amount
0052	2374000000-N	840	FRAME WITH GRATE & HOOD, STD 840.03, TYPE ** (E)	10 EA		
0053	2374000000-N	840	FRAME WITH GRATE & HOOD, STD 840.03, TYPE ** (F)	3 EA		
0054	2374000000-N	840	FRAME WITH GRATE & HOOD, STD 840.03, TYPE ** (G)	17 EA		
0055	2396000000-N	840	FRAME WITH COVER, STD 840.54	4 EA		
0056	2549000000-E	846	2'-6" CONCRETE CURB & GUTTER	4,232 LF		
0057	2577000000-E	846	CONCRETE EXPRESSWAY GUTTER	252 LF		
0058	2591000000-E	848	4" CONCRETE SIDEWALK	1,940 SY		
0059	2605000000-N	848	CONCRETE CURB RAMPS	9 EA		
0060	2612000000-E	848	6" CONCRETE DRIVEWAY	130 SY		
0061	2655000000-E	852	5" MONOLITHIC CONCRETE ISLANDS (KEYED IN)	220 SY		
0062	2753000000-E	846	GENERIC PAVING ITEM 2'-6" CONCRETE CURB AND GUTTER (MODIFIED)	132 LF		
0063	3030000000-E	862	STEEL BEAM GUARDRAIL	137.5 LF		
0064	3045000000-E	862	STEEL BEAM GUARDRAIL, SHOP CURVED	37.5 LF		
0065	3150000000-N	862	ADDITIONAL GUARDRAIL POSTS	5 EA		
0066	3180000000-N	SP	GUARDRAIL ANCHOR UNITS, TYPE ***** (III, SHOP CURVED)	1 EA		
0067	3195000000-N	862	GUARDRAIL END UNITS, TYPE AT-1	1 EA		

County: JACKSON

Line #	Item Number	Sec #	Description	Quantity	Unit Cost	Amount
0068	3215000000-N	SP	GUARDRAIL ANCHOR UNITS, TYPE III	3 EA		
0069	3288000000-N	SP	GUARDRAIL END UNITS, TYPE TL-2	4 EA		
0070	3360000000-E	863	REMOVE EXISTING GUARDRAIL	80 LF		
0071	3575000000-E	SP	GENERIC FENCING ITEM PEDESTRIAN SAFETY RAIL	200 LF		
0072	3628000000-E	876	RIP RAP, CLASS I	27 TON		
0073	3635000000-E	876	RIP RAP, CLASS II	260 TON		
0074	3656000000-E	876	GEOTEXTILE FOR DRAINAGE	496 SY		
0075	4072000000-E	903	SUPPORTS, 3-LB STEEL U-CHANNEL	523 LF		
0076	4102000000-N	904	SIGN ERECTION, TYPE E	48 EA		
0077	4116100000-N	904	SIGN ERECTION, RELOCATE TYPE **** (GROUND MOUNTED) (E)	1 EA		
0078	4155000000-N	907	DISPOSAL OF SIGN SYSTEM, U- CHANNEL	24 EA		
0079	4192000000-N	907	DISPOSAL OF SUPPORT, U-CHANNEL	1 EA		
0080	4400000000-E	1110	WORK ZONE SIGNS (STATIONARY)	224 SF		
0081	4405000000-E	1110	WORK ZONE SIGNS (PORTABLE)	192 SF		
0082	4410000000-E	1110	WORK ZONE SIGNS (BARRICADE MOUNTED)	114 SF		
0083	4430000000-N	1130	DRUMS	164 EA		
0084	4435000000-N	1135	CONES	40 EA		

County: JACKSON

Line #	Item Number	Sec #	Description	Quantity	Unit Cost	Amount
0085	4445000000-E	1145	BARRICADES (TYPE III)	198 LF		
0086	4455000000-N	1150	FLAGGER	30 DAY		
0087	4516000000-N	1180	SKINNY DRUM	40 EA		
0088	4650000000-N	1251	TEMPORARY RAISED PAVEMENT MARKERS	58 EA		
0089	4685000000-E	1205	THERMOPLASTIC PAVEMENT MARKING LINES (4", 90 MILS)	5,532 LF		
0090	4688000000-E	1205	THERMOPLASTIC PAVEMENT MARKING LINES (6", 90 MILS)	2,300 LF		
0091	4695000000-E	1205	THERMOPLASTIC PAVEMENT MARKING LINES (8", 90 MILS)	174 LF		
0092	4709000000-E	1205	THERMOPLASTIC PAVEMENT MARKING LINES (24", 90 MILS)	278 LF		
0093	4725000000-E	1205	THERMOPLASTIC PAVEMENT MARKING SYMBOL (90 MILS)	19 EA		
0094	4726110000-E	1205	HEATED-IN-PLACE THERMOPLASTIC PAVEMENT MARKING SYMBOL (90 MILS)	16 EA		
0095	4810000000-E	1205	PAINT PAVEMENT MARKING LINES (4")	14,970 LF		
0096	4815000000-E	1205	PAINT PAVEMENT MARKING LINES (6")	3,284 LF		
0097	4820000000-E	1205	PAINT PAVEMENT MARKING LINES (8")	331 LF		
0098	4825000000-E	1205	PAINT PAVEMENT MARKING LINES (12")	74 LF		
0099	4835000000-E	1205	PAINT PAVEMENT MARKING LINES (24")	378 LF		
0100	4845000000-N	1205	PAINT PAVEMENT MARKING SYMBOL	35 EA		
0101	4900000000-N	1251	PERMANENT RAISED PAVEMENT MARKERS	2 EA		

County: JACKSON

Line #	Item Number	Sec #	Description	Quantity	Unit Cost	Amount
0102	4905100000-N	SP	NON-CAST IRON SNOWPLOWABLE PAVEMENT MARKER	38 EA		
0103	5325600000-E	1510	6" WATER LINE	2,272 LF		
0104	5325800000-E	1510	8" WATER LINE	177 LF		
0105	5329000000-E	1510	DUCTILE IRON WATER PIPE FITTINGS	1,860 LB		
0106	5540000000-E	1515	6" VALVE	12 EA		
0107	5571600000-E	1515	6" TAPPING SLEEVE & VALVE	1 EA		
0108	5643100000-E	1515	3/4" WATER METER	10 EA		
0109	5666000000-N	1515	FIRE HYDRANT	3 EA		
0110	5673000000-E	1515	FIRE HYDRANT LEG	18 LF		
0111	5686500000-E	1515	WATER SERVICE LINE	94 LF		
0112	5691900000-E	1520	24" SANITARY GRAVITY SEWER	161 LF		
0113	5768000000-N	1520	SANITARY SEWER CLEAN-OUT	4 EA		
0114	5768500000-E	1520	SEWER SERVICE LINE	259 LF		
0115	5776000000-E	1525	5' DIA UTILITY MANHOLE	2 EA		
0116	5781000000-E	1525	UTILITY MANHOLE WALL 4' DIA	2.8 LF		
0117	5782000000-E	1525	UTILITY MANHOLE WALL 5' DIA	3.3 LF		
0118	5800000000-E	1530	ABANDON 6" UTILITY PIPE	2,110 LF		

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Line #	Item Number	Sec #	Description	Quantity	Unit Cost	Amount
0119	5813000000-E	1530	ABANDON 24" UTILITY PIPE	156 LF		
0120	5815000000-N	1530	REMOVE WATER METER	4 EA		
0121	5815500000-N	1530	REMOVE FIRE HYDRANT	1 EA		
0122	5828000000-N	1530	REMOVE UTILITY MANHOLE	1 EA		
0123	5835700000-E	1540	16" ENCASEMENT PIPE	74 LF		
0124	5872600000-E	1550	DIRECTIONAL DRILLING OF *** (8")	177 LF		
0125	5882000000-N	SP	GENERIC UTILITY ITEM SEWER SPOT REPAIRS	1 EA		
0126	5882000000-N	SP	GENERIC UTILITY ITEM WATER TRANSITION COUPLING	2 EA		
0127	5888000000-E	SP	GENERIC UTILITY ITEM SEWER LINING (CIPP)	415 LF		
0128	6000000000-E	1605	TEMPORARY SILT FENCE	7,440 LF		
0129	6006000000-E	1610	STONE FOR EROSION CONTROL, CLASS A	285 TON		
0130	6009000000-E	1610	STONE FOR EROSION CONTROL, CLASS B	1,212 TON		
0131	6012000000-E	1610	SEDIMENT CONTROL STONE	958 TON		
0132	6015000000-E	1615	TEMPORARY MULCHING	8.5 ACR		
0133	6018000000-E	1620	SEED FOR TEMPORARY SEEDING	377 LB		
0134	6021000000-E	1620	FERTILIZER FOR TEMPORARY SEEDING	6 TON		
0135	6024000000-E	1622	TEMPORARY SLOPE DRAINS	200 LF		

County: JACKSON

Line #	Item Number	Sec #	Description	Quantity	Unit Cost	Amount
0136	6029000000-E	SP	SAFETY FENCE	590 LF		
0137	6030000000-E	1630	SILT EXCAVATION	1,545 CY		
0138	6036000000-E	1631	MATTING FOR EROSION CONTROL	26,885 SY		
0139	6037000000-E	SP	COIR FIBER MAT	1,160 SY		
0140	6042000000-E	1632	1/4" HARDWARE CLOTH	2,311 LF		
0141	6048000000-E	SP	FLOATING TURBIDITY CURTAIN	575 SY		
0142	6070000000-N	1639	SPECIAL STILLING BASINS	3 EA		
0143	6071012000-E	SP	COIR FIBER WATTLE	123 LF		
0144	6071013000-E	SP	WATTLE BARRIER	200 LF		
0145	6071020000-E	SP	POLYACRYLAMIDE (PAM)	154 LB		
0146	6071030000-E	1640	COIR FIBER BAFFLE	211 LF		
0147	6071050000-E	SP	*** SKIMMER (1-1/2")	2 EA		
0148	6084000000-E	1660	SEEDING & MULCHING	9 ACR		
0149	6087000000-E	1660	MOWING	7 ACR		
0150	6090000000-E	1661	SEED FOR REPAIR SEEDING	100 LB		
0151	6093000000-E	1661	FERTILIZER FOR REPAIR SEEDING	0.29 TON		
0152	6096000000-E	1662	SEED FOR SUPPLEMENTAL SEEDING	181 LB		

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Line #	Item Number	Sec #	Description	Quantity	Unit Cost	Amount
0153	6108000000-E	1665	FERTILIZER TOPDRESSING	5.75 TON		
0154	6111000000-E	SP	IMPERVIOUS DIKE	150 LF		
0155	6114500000-N	1667	SPECIALIZED HAND MOWING	18 MHR		
0156	6114800000-N	SP	MANUAL LITTER REMOVAL	10 MHR		
0157	6114900000-E	SP	LITTER DISPOSAL	2 TON		
0158	6117000000-N	SP	RESPONSE FOR EROSION CONTROL	75 EA		
0159	6117500000-N	SP	CONCRETE WASHOUT STRUCTURE	2 EA		
0160	6123000000-E	1670	REFORESTATION	0.1 ACR		
0161	6126000000-E	SP	STREAMBANK REFORESTATION	0.6 ACR		
WALL ITEMS						
0162	8847000000-E	SP	GENERIC RETAINING WALL ITEM GABION RETAINING WALL	300 SF		
STRUCTURE ITEMS						
0163	8035000000-N	402	REMOVAL OF EXISTING STRUCTURE AT STATION ***** (19+91.00 -L-)	Lump Sum	L.S.	
0164	8065000000-N	SP	ASBESTOS ASSESSMENT	Lump Sum	L.S.	
0165	8096000000-E	450	PILE EXCAVATION IN SOIL	98 LF		
0166	8097000000-E	450	PILE EXCAVATION NOT IN SOIL	10 LF		
0167	8121000000-N	412	UNCLASSIFIED STRUCTURE EXCAVATION AT STATION ***** (19+91.00 -L-)	Lump Sum	L.S.	

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Line #	Item Number	Sec #	Description	Quantity	Unit Cost	Amount
0168	8175000000-E	420	CLASS AA CONCRETE (BRIDGE)	33.5 CY		
0169	8182000000-E	420	CLASS A CONCRETE (BRIDGE)	57.7 CY		
0170	8210000000-N	422	BRIDGE APPROACH SLABS, STATION ***** (19+91.00 -L-)	Lump Sum	L.S.	
0171	8217000000-E	425	REINFORCING STEEL (BRIDGE)	6,754 LB		
0172	8224000000-E	425	EPOXY COATED REINFORCING STEEL (BRIDGE)	1,439 LB		
0173	8328200000-E	450	PILE DRIVING EQUIPMENT SETUP FOR *** STEEL PILES (HP 12 X 53)	18 EA		
0174	8364000000-E	450	HP 12 X 53 STEEL PILES	405 LF		
0175	8475000000-E	460	TWO BAR METAL RAIL	125 LF		
0176	8517000000-E	460	1'*** X ***** CONCRETE PARAPET (1'-2" X 3'-4 7/8")	140 LF		
0177	8608000000-E	876	RIP RAP CLASS II (2'-0" THICK)	133 TON		
0178	8622000000-E	876	GEOTEXTILE FOR DRAINAGE	147 SY		
0179	8657000000-N	430	ELASTOMERIC BEARINGS	Lump Sum	L.S.	
0180	8763000000-E	430	3'-0" X 2'-0" PRESTRESSED CONC CORED SLABS	1,120 LF		

0733/Jun13/Q117075.587/D761065735000/E180

Total Amount Of Bid For Entire Project :

Vendor 1 of 6: IPC PAVING LLC DBA IPC STRUCTURES LLC
(18821)
Call Order 009 (Proposal: C204715)

Bid Information

Proposal County: JACKSON	Bid Checksum: 09BA476863
Vendor Address: 7800 SOUTHLAND BLVD STE 109 ORLANDO , FL , 32809	Bid Total: \$6,282,484.10
Signature Check: Aaron Bryant Creasman	Items Total: \$6,282,484.10
Time Bid Received: July 18, 2023 01:43 PM	Time Total: \$0.00
Amendment Count: 0	

Bidding Errors:
None.

DBE GOAL SET: 7%
DBE GOAL OBT: 7.02%

Vendor 1 of 6: IPC PAVING LLC DBA IPC STRUCTURES LLC
(18821)
Call Order 009 (Proposal: C204715)

Bid Bond Information

Projects:	Bond Maximum:
Counties:	State of Incorporation:
Bond ID: SNC07176134	Agency Execution Date: 07/17/2023 02
Paid by Check: No	Surety Name: Surety2000
Bond Percent: 5%	Bond Agency Name: United States Fire Insurance Company

DBE Load Information

Letting ID: L230718
Letting Date: 07/18/2023
Call Order: 009
Contract ID: C204715

DBE GOAL SET: 7%
DBE GOAL OBT: 7.02%

Project: STATE FUNDEDSTATE FUNDEDSTATE FUNDEDSTATE FUNDED

Bid Total: \$6,282,484.10
DBE Goal: 7.00% (\$439,773.89)

Vendor ID: 18821
Vendor Name: IPC Paving, LLC
DBE Entered: 7.02% (\$441,308.00)

Vendor ID	DBE Name	Is Supplier?	City/State	Goods/Service	Amount
6101	DMJ'S, INC.	False	P.O. Box 2412 ROBBINSVILLE, NC 28771	SubContractor Committed	148,228.00
10129	CONCRETE SPECIALTY CONTRACTORS INC	False	P.O. Box 2303 SHELBY, NC 28151	SubContractor Committed	293,080.00

Letting: L230718
07/18/2023 02:00:00 PM

North Carolina Department of Transportation
18821 - IPC Paving, LLC

Contract ID: C204715
Call: 009

BondID: SNC07176134

Surety Registry Agency: Surety2000

Verified?: 1

Surety Agency: United States Fire Insurance Company

Bond Execution Date: 07/17/2023 02:35:33 PM

Line Number	Item Number	Quantity	Unit	Unit Price	Extension Price
Section 0001 ROADWAY ITEMS					
0001	0000100000-N MOBILIZATION	1.000	LS	\$314,000.0000	\$314,000.00
0002	0000400000-N CONSTRUCTION SURVEYING	1.000	LS	\$75,000.0000	\$75,000.00
0003	0030000000-N TYPE II MODIFIED APPROACH FILL, STATION ***** (19+91.00 -L-)	1.000	LS	\$33,000.0000	\$33,000.00
0004	0043000000-N GRADING	1.000	LS	\$605,000.0000	\$605,000.00
0005	0050000000-E SUPPLEMENTARY CLEARING & GRUBBING	1.000	ACR	\$20,000.0000	\$20,000.00
0006	0057000000-E UNDERCUT EXCAVATION	450.000	CY	\$45.0000	\$20,250.00
0007	0134000000-E DRAINAGE DITCH EXCAVATION	165.000	CY	\$30.0000	\$4,950.00
0008	0194000000-E SELECT GRANULAR MATERIAL, CLASS III	1200.000	CY	\$150.0000	\$180,000.00
0009	0195000000-E SELECT GRANULAR MATERIAL	400.000	CY	\$170.0000	\$68,000.00
0010	0196000000-E GEOTEXTILE FOR SOIL STABILIZATION	2100.000	SY	\$4.9400	\$10,374.00
0011	0234000000-E GENERIC GRADING ITEM SELECT MATERIAL, CLASS II, TYPE I	150.000	CY	\$150.0000	\$22,500.00
0012	0318000000-E FOUNDATION CONDITIONING MATERIAL, MINOR STRUCTURES	118.000	TON	\$90.0000	\$10,620.00
0013	0320000000-E FOUNDATION CONDITIONING GEOTEXTILE	1060.000	SY	\$6.0000	\$6,360.00
0014	0335200000-E 15" DRAINAGE PIPE	12.000	LF	\$180.0000	\$2,160.00
0015	0335300000-E 18" DRAINAGE PIPE	16.000	LF	\$235.0000	\$3,760.00
0016	0448200000-E 15" RC PIPE CULVERTS, CLASS IV	752.000	LF	\$136.0000	\$102,272.00
0017	0448300000-E 18" RC PIPE CULVERTS, CLASS IV	868.000	LF	\$205.0000	\$177,940.00
0018	0448400000-E 24" RC PIPE CULVERTS, CLASS IV	160.000	LF	\$215.0000	\$34,400.00
0019	0448500000-E 30" RC PIPE CULVERTS, CLASS IV	440.000	LF	\$280.0000	\$123,200.00
0020	0588000000-E 18" CS PIPE CULVERTS, 0.064" THICK	44.000	LF	\$209.0000	\$9,196.00
0021	0600000000-E 30" CS PIPE CULVERTS, 0.079" THICK	320.000	LF	\$175.0000	\$56,000.00
0022	0636000000-E **" CS PIPE ELBOWS, ***** THICK (18", 0.064")	4.000	EA	\$1,990.0000	\$7,960.00
0023	0636000000-E **" CS PIPE ELBOWS, ***** THICK (30", 0.079")	8.000	EA	\$2,300.0000	\$18,400.00

0024	0995000000-E	504.000	LF	\$35.0000	\$17,640.00
	PIPE REMOVAL				
0025	1099500000-E	100.000	CY	\$35.0000	\$3,500.00
	SHALLOW UNDERCUT				
0026	1099700000-E	200.000	TON	\$67.0000	\$13,400.00
	CLASS IV SUBGRADE STABILIZATION				
0027	1121000000-E	466.000	TON	\$77.0000	\$35,882.00
	AGGREGATE BASE COURSE				
0028	1220000000-E	78.600	TON	\$85.0000	\$6,681.00
	INCIDENTAL STONE BASE				
0029	1275000000-E	100.000	GAL	\$20.0000	\$2,000.00
	PRIME COAT				
0030	1330000000-E	550.000	SY	\$28.0000	\$15,400.00
	INCIDENTAL MILLING				
0031	1491000000-E	1840.000	TON	\$128.0000	\$235,520.00
	ASPHALT CONC BASE COURSE, TYPE B25.0C				
0032	1503000000-E	1390.000	TON	\$128.0000	\$177,920.00
	ASPHALT CONC INTERMEDIATE COURSE, TYPE I19.0C				
0033	1519000000-E	1490.000	TON	\$138.0000	\$205,620.00
	ASPHALT CONC SURFACE COURSE, TYPE S9.5B				
0034	1575000000-E	255.000	TON	\$550.0000	\$140,250.00
	ASPHALT BINDER FOR PLANT MIX				
0035	1891000000-E	340.000	SY	\$160.0000	\$54,400.00
	GENERIC PAVING ITEM 7" JOINTED CONCRETE TRUCK APRON				
0036	2022000000-E	34.000	CY	\$20.0000	\$680.00
	SUBDRAIN EXCAVATION				
0037	2026000000-E	200.000	SY	\$7.0000	\$1,400.00
	GEOTEXTILE FOR SUBSURFACE DRAINS				
0038	2036000000-E	26.000	CY	\$185.0000	\$4,810.00
	SUBDRAIN COARSE AGGREGATE				
0039	2044000000-E	200.000	LF	\$40.0000	\$8,000.00
	6" PERFORATED SUBDRAIN PIPE				
0040	2070000000-N	1.000	EA	\$1,200.0000	\$1,200.00
	SUBDRAIN PIPE OUTLET				
0041	2077000000-E	6.000	LF	\$200.0000	\$1,200.00
	6" OUTLET PIPE				
0042	2099000000-E	130.000	LF	\$125.0000	\$16,250.00
	SHOULDER DRAIN				
0043	2110000000-E	130.000	LF	\$113.0000	\$14,690.00
	4" SHOULDER DRAIN PIPE				
0044	2253000000-E	0.447	CY	\$9,500.0000	\$4,246.50
	PIPE COLLARS				
0045	2275000000-E	4.000	CY	\$560.0000	\$2,240.00
	FLOWABLE FILL				
0046	2286000000-N	40.000	EA	\$5,800.0000	\$232,000.00
	MASONRY DRAINAGE STRUCTURES				
0047	2308000000-E	6.000	LF	\$920.0000	\$5,520.00
	MASONRY DRAINAGE STRUCTURES				
0048	2354000000-N	2.000	EA	\$1,660.0000	\$3,320.00

FRAME WITH GRATE, STD 840.22				
0049	2364000000-N	5.000 EA	\$1,970.0000	\$9,850.00
FRAME WITH TWO GRATES, STD 840.16				
0050	2365000000-N	4.000 EA	\$1,900.0000	\$7,600.00
FRAME WITH TWO GRATES, STD 840.22				
0051	2367000000-N	1.000 EA	\$1,900.0000	\$1,900.00
FRAME WITH TWO GRATES, STD 840.29				
0052	2374000000-N	10.000 EA	\$2,080.0000	\$20,800.00
FRAME WITH GRATE & HOOD, STD 840.03, TYPE ** (E)				
0053	2374000000-N	3.000 EA	\$2,100.0000	\$6,300.00
FRAME WITH GRATE & HOOD, STD 840.03, TYPE ** (F)				
0054	2374000000-N	17.000 EA	\$2,100.0000	\$35,700.00
FRAME WITH GRATE & HOOD, STD 840.03, TYPE ** (G)				
0055	2396000000-N	4.000 EA	\$1,700.0000	\$6,800.00
FRAME WITH COVER, STD 840.54				
0056	2549000000-E	4232.000 LF	\$33.0000	\$139,656.00
2'-6" CONCRETE CURB & GUTTER				
0057	2577000000-E	252.000 LF	\$55.0000	\$13,860.00
CONCRETE EXPRESSWAY GUTTER				
0058	2591000000-E	1940.000 SY	\$52.0000	\$100,880.00
4" CONCRETE SIDEWALK				
0059	2605000000-N	9.000 EA	\$4,000.0000	\$36,000.00
CONCRETE CURB RAMPS				
0060	2612000000-E	130.000 SY	\$150.0000	\$19,500.00
6" CONCRETE DRIVEWAY				
0061	2655000000-E	220.000 SY	\$96.0000	\$21,120.00
5" MONOLITHIC CONCRETE ISLANDS (KEYED IN)				
0062	2753000000-E	132.000 LF	\$75.0000	\$9,900.00
GENERIC PAVING ITEM 2'-6" CONCRETE CURB AND GUTTER (MODIFIED)				
0063	3030000000-E	137.500 LF	\$26.0000	\$3,575.00
STEEL BEAM GUARDRAIL				
0064	3045000000-E	37.500 LF	\$27.0000	\$1,012.50
STEEL BEAM GUARDRAIL, SHOP CURVED				
0065	3150000000-N	5.000 EA	\$11.0000	\$55.00
ADDITIONAL GUARDRAIL POSTS				
0066	3180000000-N	1.000 EA	\$3,000.0000	\$3,000.00
GUARDRAIL ANCHOR UNITS, TYPE ***** (III, SHOP CURVED)				
0067	3195000000-N	1.000 EA	\$1,000.0000	\$1,000.00
GUARDRAIL END UNITS, TYPE AT-1				
0068	3215000000-N	3.000 EA	\$2,600.0000	\$7,800.00
GUARDRAIL ANCHOR UNITS, TYPE III				
0069	3288000000-N	4.000 EA	\$3,400.0000	\$13,600.00
GUARDRAIL END UNITS, TYPE TL-2				
0070	3360000000-E	80.000 LF	\$2.0000	\$160.00
REMOVE EXISTING GUARDRAIL				
0071	3575000000-E	200.000 LF	\$210.0000	\$42,000.00
GENERIC FENCING ITEM PEDESTRIAN SAFETY RAIL				
0072	3628000000-E	27.000 TON	\$130.0000	\$3,510.00
RIP RAP, CLASS I				

0073	3635000000-E	260.000 TON	\$133.0000	\$34,580.00
	RIP RAP, CLASS II			
0074	3656000000-E	496.000 SY	\$6.0000	\$2,976.00
	GEOTEXTILE FOR DRAINAGE			
0075	4072000000-E	523.000 LF	\$9.0000	\$4,707.00
	SUPPORTS, 3-LB STEEL U-CHANNEL			
0076	4102000000-N	48.000 EA	\$65.0000	\$3,120.00
	SIGN ERECTION, TYPE E			
0077	4116100000-N	1.000 EA	\$125.0000	\$125.00
	SIGN ERECTION, RELOCATE TYPE **** (GROUND MOUNTED) (E)			
0078	4155000000-N	24.000 EA	\$25.0000	\$600.00
	DISPOSAL OF SIGN SYSTEM, U-CHANNEL			
0079	4192000000-N	1.000 EA	\$20.0000	\$20.00
	DISPOSAL OF SUPPORT, U-CHANNEL			
0080	4400000000-E	224.000 SF	\$9.9500	\$2,228.80
	WORK ZONE SIGNS (STATIONARY)			
0081	4405000000-E	192.000 SF	\$70.0000	\$13,440.00
	WORK ZONE SIGNS (PORTABLE)			
0082	4410000000-E	114.000 SF	\$6.7500	\$769.50
	WORK ZONE SIGNS (BARRICADE MOUNTED)			
0083	4430000000-N	164.000 EA	\$105.0000	\$17,220.00
	DRUMS			
0084	4435000000-N	40.000 EA	\$64.0000	\$2,560.00
	CONES			
0085	4445000000-E	198.000 LF	\$75.0000	\$14,850.00
	BARRICADES (TYPE III)			
0086	4455000000-N	30.000 DAY	\$800.0000	\$24,000.00
	FLAGGER			
0087	4516000000-N	40.000 EA	\$78.0000	\$3,120.00
	SKINNY DRUM			
0088	4650000000-N	58.000 EA	\$15.0000	\$870.00
	TEMPORARY RAISED PAVEMENT MARKERS			
0089	4685000000-E	5532.000 LF	\$2.0000	\$11,064.00
	THERMOPLASTIC PAVEMENT MARKING LINES (4", 90 MILS)			
0090	4688000000-E	2300.000 LF	\$2.2500	\$5,175.00
	THERMOPLASTIC PAVEMENT MARKING LINES (6", 90 MILS)			
0091	4695000000-E	174.000 LF	\$5.2500	\$913.50
	THERMOPLASTIC PAVEMENT MARKING LINES (8", 90 MILS)			
0092	4709000000-E	278.000 LF	\$15.2500	\$4,239.50
	THERMOPLASTIC PAVEMENT MARKING LINES (24", 90 MILS)			
0093	4725000000-E	19.000 EA	\$250.0000	\$4,750.00
	THERMOPLASTIC PAVEMENT MARKING SYMBOL (90 MILS)			
0094	4726110000-E	16.000 EA	\$425.0000	\$6,800.00
	HEATED-IN-PLACE THERMOPLASTIC PAVEMENT MARKING SYMBOL (90 MILS)			
0095	4810000000-E	14970.000 LF	\$0.6500	\$9,730.50
	PAINT PAVEMENT MARKING LINES (4")			
0096	4815000000-E	3284.000 LF	\$0.7500	\$2,463.00
	PAINT PAVEMENT MARKING LINES (6")			
0097	4820000000-E	331.000 LF	\$1.7500	\$579.25

PAINT PAVEMENT MARKING LINES (8")				
0098	4825000000-E	74.000	LF	\$3.2500 \$240.50
PAINT PAVEMENT MARKING LINES (12")				
0099	4835000000-E	378.000	LF	\$6.2500 \$2,362.50
PAINT PAVEMENT MARKING LINES (24")				
0100	4845000000-N	35.000	EA	\$110.0000 \$3,850.00
PAINT PAVEMENT MARKING SYMBOL				
0101	4900000000-N	2.000	EA	\$50.0000 \$100.00
PERMANENT RAISED PAVEMENT MARKERS				
0102	4905100000-N	38.000	EA	\$125.0000 \$4,750.00
NON-CAST IRON SNOWPLOWABLE PAVEMENT MARKER				
0103	5325600000-E	2272.000	LF	\$165.0000 \$374,880.00
6" WATER LINE				
0104	5325800000-E	177.000	LF	\$186.0000 \$32,922.00
8" WATER LINE				
0105	5329000000-E	1860.000	LB	\$10.0000 \$18,600.00
DUCTILE IRON WATER PIPE FITTINGS				
0106	5540000000-E	12.000	EA	\$2,313.0000 \$27,756.00
6" VALVE				
0107	5571600000-E	1.000	EA	\$11,518.0000 \$11,518.00
6" TAPPING SLEEVE & VALVE				
0108	5643100000-E	10.000	EA	\$1,876.0000 \$18,760.00
3/4" WATER METER				
0109	5666000000-N	3.000	EA	\$5,466.0000 \$16,398.00
FIRE HYDRANT				
0110	5673000000-E	18.000	LF	\$124.0000 \$2,232.00
FIRE HYDRANT LEG				
0111	5686500000-E	94.000	LF	\$19.0000 \$1,786.00
WATER SERVICE LINE				
0112	5691900000-E	161.000	LF	\$781.0000 \$125,741.00
24" SANITARY GRAVITY SEWER				
0113	5768000000-N	4.000	EA	\$652.0000 \$2,608.00
SANITARY SEWER CLEAN-OUT				
0114	5768500000-E	259.000	LF	\$51.0000 \$13,209.00
SEWER SERVICE LINE				
0115	5776000000-E	2.000	EA	\$7,460.0000 \$14,920.00
5' DIA UTILITY MANHOLE				
0116	5781000000-E	2.800	LF	\$340.0000 \$952.00
UTILITY MANHOLE WALL 4' DIA				
0117	5782000000-E	3.300	LF	\$420.0000 \$1,386.00
UTILITY MANHOLE WALL 5' DIA				
0118	5800000000-E	2110.000	LF	\$8.0000 \$16,880.00
ABANDON 6" UTILITY PIPE				
0119	5813000000-E	156.000	LF	\$46.0000 \$7,176.00
ABANDON 24" UTILITY PIPE				
0120	5815000000-N	4.000	EA	\$341.0000 \$1,364.00
REMOVE WATER METER				
0121	5815500000-N	1.000	EA	\$392.0000 \$392.00
REMOVE FIRE HYDRANT				

0122	5828000000-N	1.000 EA	\$1,038.0000	\$1,038.00
	REMOVE UTILITY MANHOLE			
0123	5835700000-E	74.000 LF	\$445.0000	\$32,930.00
	16" ENCASEMENT PIPE			
0124	5872600000-E	177.000 LF	\$451.0000	\$79,827.00
	DIRECTIONAL DRILLING OF **" (8")			
0125	5882000000-N	1.000 EA	\$8,430.0000	\$8,430.00
	GENERIC UTILITY ITEM SEWER SPOT REPAIRS			
0126	5882000000-N	2.000 EA	\$1,888.0000	\$3,776.00
	GENERIC UTILITY ITEM WATER TRANSITION COUPLING			
0127	5888000000-E	415.000 LF	\$171.0000	\$70,965.00
	GENERIC UTILITY ITEM SEWER LINING (CIPP)			
0128	6000000000-E	7440.000 LF	\$3.0000	\$22,320.00
	TEMPORARY SILT FENCE			
0129	6006000000-E	285.000 TON	\$95.0000	\$27,075.00
	STONE FOR EROSION CONTROL, CLASS A			
0130	6009000000-E	1212.000 TON	\$99.0000	\$119,988.00
	STONE FOR EROSION CONTROL, CLASS B			
0131	6012000000-E	958.000 TON	\$98.0000	\$93,884.00
	SEDIMENT CONTROL STONE			
0132	6015000000-E	8.500 ACR	\$1,500.0000	\$12,750.00
	TEMPORARY MULCHING			
0133	6018000000-E	377.000 LB	\$5.0000	\$1,885.00
	SEED FOR TEMPORARY SEEDING			
0134	6021000000-E	6.000 TON	\$1,250.0000	\$7,500.00
	FERTILIZER FOR TEMPORARY SEEDING			
0135	6024000000-E	200.000 LF	\$40.0000	\$8,000.00
	TEMPORARY SLOPE DRAINS			
0136	6029000000-E	590.000 LF	\$16.0000	\$9,440.00
	SAFETY FENCE			
0137	6030000000-E	1545.000 CY	\$35.0000	\$54,075.00
	SILT EXCAVATION			
0138	6036000000-E	26885.000 SY	\$1.8500	\$49,737.25
	MATTING FOR EROSION CONTROL			
0139	6037000000-E	1160.000 SY	\$5.2500	\$6,090.00
	COIR FIBER MAT			
0140	6042000000-E	2311.000 LF	\$12.0000	\$27,732.00
	1/4" HARDWARE CLOTH			
0141	6048000000-E	575.000 SY	\$59.0000	\$33,925.00
	FLOATING TURBIDITY CURTAIN			
0142	6070000000-N	3.000 EA	\$1,900.0000	\$5,700.00
	SPECIAL STILLING BASINS			
0143	6071012000-E	123.000 LF	\$33.0000	\$4,059.00
	COIR FIBER WATTLE			
0144	6071013000-E	200.000 LF	\$70.0000	\$14,000.00
	WATTLE BARRIER			
0145	6071020000-E	154.000 LB	\$120.0000	\$18,480.00
	POLYACRYLAMIDE (PAM)			
0146	6071030000-E	211.000 LF	\$32.0000	\$6,752.00

COIR FIBER BAFFLE

0147	6071050000-E *** SKIMMER (1-1/2")	2.000 EA	\$2,000.0000	\$4,000.00
0148	6084000000-E SEEDING & MULCHING	9.000 ACR	\$3,500.0000	\$31,500.00
0149	6087000000-E MOWING	7.000 ACR	\$400.0000	\$2,800.00
0150	6090000000-E SEED FOR REPAIR SEEDING	100.000 LB	\$5.0000	\$500.00
0151	6093000000-E FERTILIZER FOR REPAIR SEEDING	0.290 TON	\$800.0000	\$232.00
0152	6096000000-E SEED FOR SUPPLEMENTAL SEEDING	181.000 LB	\$6.0000	\$1,086.00
0153	6108000000-E FERTILIZER TOPDRESSING	5.750 TON	\$1,300.0000	\$7,475.00
0154	6111000000-E IMPERVIOUS DIKE	150.000 LF	\$210.0000	\$31,500.00
0155	6114500000-N SPECIALIZED HAND MOWING	18.000 MHR	\$75.0000	\$1,350.00
0156	6114800000-N MANUAL LITTER REMOVAL	10.000 MHR	\$68.0000	\$680.00
0157	6114900000-E LITTER DISPOSAL	2.000 TON	\$600.0000	\$1,200.00
0158	6117000000-N RESPONSE FOR EROSION CONTROL	75.000 EA	\$250.0000	\$18,750.00
0159	6117500000-N CONCRETE WASHOUT STRUCTURE	2.000 EA	\$1,697.0000	\$3,394.00
0160	6123000000-E REFORESTATION	0.100 ACR	\$10,000.0000	\$1,000.00
0161	6126000000-E STREAMBANK REFORESTATION	0.600 ACR	\$8,000.0000	\$4,800.00
Section 0001 Total				\$5,316,999.30

Section 0003
WALL ITEMS

0162	8847000000-E GENERIC RETAINING WALL ITEM GABION RETAINING WALL	300.000 SF	\$134.0000	\$40,200.00
Section 0003 Total				\$40,200.00

Section 0004
STRUCTURE ITEMS

0163	8035000000-N REMOVAL OF EXISTING STRUCTURE AT STATION ***** (19+91.00 -L-)	1.000 LS	\$45,000.0000	\$45,000.00
0164	8065000000-N ASBESTOS ASSESSMENT	1.000 LS	\$1,500.0000	\$1,500.00
0165	8096000000-E	98.000 LF	\$575.0000	\$56,350.00

PILE EXCAVATION IN SOIL

0166	8097000000-E	10.000 LF	\$2,180.0000	\$21,800.00
	PILE EXCAVATION NOT IN SOIL			
0167	8121000000-N	1.000 LS	\$30,000.0000	\$30,000.00
	UNCLASSIFIED STRUCTURE EXCAVATION AT STATION ***** (19+91.00 -L-)			
0168	8175000000-E	33.500 CY	\$729.0000	\$24,421.50
	CLASS AA CONCRETE (BRIDGE)			
0169	8182000000-E	57.700 CY	\$1,640.0000	\$94,628.00
	CLASS A CONCRETE (BRIDGE)			
0170	8210000000-N	1.000 LS	\$57,600.0000	\$57,600.00
	BRIDGE APPROACH SLABS, STATION ***** (19+91.00 -L-)			
0171	8217000000-E	6754.000 LB	\$3.9500	\$26,678.30
	REINFORCING STEEL (BRIDGE)			
0172	8224000000-E	1439.000 LB	\$7.5000	\$10,792.50
	EPOXY COATED REINFORCING STEEL (BRIDGE)			
0173	8328200000-E	18.000 EA	\$2,500.0000	\$45,000.00
	PILE DRIVING EQUIPMENT SETUP FOR *** STEEL PILES (HP 12 X 53)			
0174	8364000000-E	405.000 LF	\$65.0000	\$26,325.00
	HP 12 X 53 STEEL PILES			
0175	8475000000-E	125.000 LF	\$430.0200	\$53,752.50
	TWO BAR METAL RAIL			
0176	8517000000-E	140.000 LF	\$390.0000	\$54,600.00
	1'-**" X ***** CONCRETE PARAPET (1'-2" X 3'-4 7/8")			
0177	8608000000-E	133.000 TON	\$145.0000	\$19,285.00
	RIP RAP CLASS II (2'-0" THICK)			
0178	8622000000-E	147.000 SY	\$16.0000	\$2,352.00
	GEOTEXTILE FOR DRAINAGE			
0179	8657000000-N	1.000 LS	\$8,000.0000	\$8,000.00
	ELASTOMERIC BEARINGS			
0180	8763000000-E	1120.000 LF	\$310.0000	\$347,200.00
	3'-0" X 2'-0" PRESTRESSED CONC CORED SLABS			
Section 0004 Total				\$925,284.80
Item Total				\$6,282,484.10

ELECTRONIC BID SUBMISSION

By submitting this bid electronically, I hereby acknowledge that all requirements included in the hard copy proposal, addendum, amendments, plans, standard specifications, supplemental specifications and special provisions are part of the bid and contract. Further, I acknowledge that I have read, understand, accept, acknowledge and agree to comply with all statements in this electronic bid.

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NON-COLLUSION, DEBARMENT AND GIFT BAN CERTIFICATION

The prequalified bidder declares (or certifies, verifies, or states) under penalty of perjury under the laws of the United States that neither he, nor any official, agent or employee has entered into any agreement, participated in any collusion, or otherwise taken any action which is in restraint of free competitive bidding in connection with any bid or contract, that the prequalified bidder has not been convicted of violating N.C.G.S. §133-24 within the last three years, and that the prequalified bidder intends to do the work with his own bonafide employees or subcontractors and will not bid for the benefit of another contractor.

By submitting this non-collusion, debarment and gift ban certification, the Contractor is attesting his status under penalty of perjury under the laws of the United States in accordance with the Debarment Certification attached, provided that the Debarment Certification also includes any required statements concerning exceptions that are applicable.

N.C.G.S. §133-32 and Executive Order 24 prohibit the offer to, or acceptance by, any State Employee of any gift from anyone with a contract with the State, or from any person seeking to do business with the State. By execution of any response in this procurement, you attest, for your entire organization and its employees or agents, that you are not aware that any such gift has been offered, accepted, or promised by any employees of your organization.

DEBARMENT CERTIFICATION OF PREQUALIFIED BIDDER

Conditions for certification:

1. The prequalified bidder shall provide immediate written notice to the Department if at any time the bidder learns that his certification was erroneous when he submitted his debarment certification or explanation that is file with the Department, or has become erroneous because of changed circumstances.
2. The terms covered transaction, debarred, suspended, ineligible, lower tier

covered transaction, participant, person, primary covered transaction, principal, proposal, and voluntarily excluded, as used in this provision, have the meanings set out in the Definitions and Coverage sections of the rules implementing Executive Order 12549. A copy of the Federal Rules requiring this certification and detailing the definitions and coverages may be obtained from the Contract Officer of the Department.

3. The prequalified bidder agrees by submitting this form, that he will not knowingly enter into any lower tier covered transaction with a person who is debarred, suspended, declared ineligible, or voluntarily excluded from participation in NCDOT contracts, unless authorized by the Department.

4. For Federal Aid projects, the prequalified bidder further agrees that by submitting this form he will include the Federal- Aid Provision titled Required Contract Provisions Federal-Aid Construction Contract (Form FHWA PR 1273) provided by the Department, without subsequent modification, in all lower tier covered transactions.

5. The prequalified bidder may rely upon a certification of a participant in a lower tier covered transaction that he is not debarred, suspended, ineligible, or voluntarily excluded from the covered transaction, unless he knows that the certification is erroneous. The bidder may decide the method and frequency by which he will determine the eligibility of his subcontractors.

6. Nothing contained in the foregoing shall be construed to require establishment of a system of records in order to render in good faith the certification required by this provision. The knowledge and information of a participant is not required to exceed that which is normally possessed by a prudent person in the ordinary course of business dealings.

7. Except as authorized in paragraph 6 herein, the Department may terminate any contract if the bidder knowingly enters into a lower tier covered transaction with a person who is suspended, debarred, ineligible, or voluntarily excluded from participation in this transaction, in addition to other remedies available by the Federal Government.

DEBARMENT CERTIFICATION

The prequalified bidder certifies to the best of his knowledge and belief, that he and his principals:

a. Are not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from covered transactions by any Federal department or agency;

b. Have not within a three-year period preceding this proposal been convicted of or had a civil judgment rendered against them for commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (Federal, State or local) transaction or contract under a public transaction; violation of Federal or State antitrust statutes or

commission of embezzlement, theft, forgery, bribery, falsification or destruction of records; making false statements; or receiving stolen property;

c. Are not presently indicted for or otherwise criminally or civilly charged by a governmental entity (Federal, State or local) with commission of any of the offenses enumerated in paragraph b. of this certification; and

d. Have not within a three-year period preceding this proposal had one or more public transactions (Federal, State or local) terminated for cause or default.

e. Will submit a revised Debarment Certification immediately if his status changes and will show in his bid proposal an explanation for the change in status.

If the prequalified bidder cannot certify that he is not debarred, he shall provide an explanation with this submittal. An explanation will not necessarily result in denial of participation in a contract.

Failure to submit a non-collusion and debarment certification will result in the prequalified bidder's bid being considered non-responsive.

EXPLANATION:

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Award Limits on Multiple Projects

By answering YES to this statement, the bidder acknowledges that they are using the award limits on multiple projects? **Yes** **No**

A bidder who desires to bid on more than one project on which bids are to be opened on the same date, and who also desires to avoid receiving an award of more projects than he is equipped to handle, may bid on any number of projects but may limit the total amount of work awarded to him on selected projects by completing the AWARD LIMITS ON MULTIPLE PROJECTS.

The Award Limits on Multiple Projects must be filled in on each project bid for which the Bidder desires protection.

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

The Award Limits shall apply to the following projects:

Contract Number
County

Contract Number
County

Contract Number
County

Contract Number
County

Contract Number
County

Contract Number
County

It is agreed that if I am (we are) the low Bidder(s) on indicated projects, the total value of which is more than the above stipulated award limits, the Board of Transportation will award me (us) projects from among those indicated

that have a total value not to exceed the award limit and will result in the lowest total bids to the Department of Transportation.

DBE List Summary

Project: STATE FUNDED
Bid Total: 6,282,484.10
Goal: 7.00% (439,773.89)
Total Entered: 7.02% (441,308.00)

Bidder ID: 18821
Business Name: IPC Paving, LLC

ID	Name	Is Supplier?	Item Count	Amount	Is Complete?
6101	DMJ'S, INC.	False	13	148,228.00	True
10129	CONCRETE SPECIALTY CONTRACTORS INC	False	8	293,080.00	True

Name: DMJ'S, INC. ID: 6101

Address: P.O. Box 2412 ROBBINSVILLE, NC 28771

Used As: SubContractor DBE Items Total:\$148,228.00

Items for DMJ'S, INC.

0001 ROADWAY ITEMS					
0001	0000100000-N	1.000	LS	\$30,000.0000	\$30,000.00
	MOBILIZATION				
0132	6015000000-E	8.500	ACR	\$1,500.0000	\$12,750.00
	TEMPORARY MULCHING				
0133	6018000000-E	377.000	LB	\$5.0000	\$1,885.00
	SEED FOR TEMPORARY SEEDING				
0134	6021000000-E	6.000	TON	\$1,250.0000	\$7,500.00
	FERTILIZER FOR TEMPORARY SEEDING				
0138	6036000000-E	20000	SY	\$1.8500	\$37,000.00
	MATTING FOR EROSION CONTROL				
0148	6084000000-E	9.000	ACR	\$3,500.0000	\$31,500.00
	SEEDING & MULCHING				
0150	6090000000-E	100.000	LB	\$5.0000	\$500.00
	SEED FOR REPAIR SEEDING				
0151	6093000000-E	0.290	TON	\$800.0000	\$232.00
	FERTILIZER FOR REPAIR SEEDING				
0152	6096000000-E	181.000	LB	\$6.0000	\$1,086.00
	SEED FOR SUPPLEMENTAL SEEDING				
0153	6108000000-E	5.750	TON	\$1,300.0000	\$7,475.00
	FERTILIZER TOPDRESSING				
0158	6117000000-N	50	EA	\$250.0000	\$12,500.00
	RESPONSE FOR EROSION CONTROL				
0160	6123000000-E	0.100	ACR	\$10,000.0000	\$1,000.00
	REFORESTATION				
0161	6126000000-E	0.600	ACR	\$8,000.0000	\$4,800.00
	STREAMBANK REFORESTATION				
Section 0001 Total					\$148,228.00
Item Total					\$148,228.00

Name: CONCRETE SPECIALTY CONTRACTORS INC ID: 10129

Address: P.O. Box 2303 SHELBY, NC 28151

Used As: SubContractor DBE Items Total:\$293,080.00

Items for CONCRETE SPECIALTY CONTRACTORS INC

0001 ROADWAY ITEMS				
0035	1891000000-E	340.000 SY	\$160.0000	\$54,400.00
	GENERIC PAVING ITEM 7" JOINTED CONCRETE TRUCK APRON			
0056	2549000000-E	3100 LF	\$33.0000	\$102,300.00
	2'-6" CONCRETE CURB & GUTTER			
0057	2577000000-E	252.000 LF	\$55.0000	\$13,860.00
	CONCRETE EXPRESSWAY GUTTER			
0058	2591000000-E	1000 SY	\$52.0000	\$52,000.00
	4" CONCRETE SIDEWALK			
0059	2605000000-N	5 EA	\$4,000.0000	\$20,000.00
	CONCRETE CURB RAMPS			
0060	2612000000-E	130.000 SY	\$150.0000	\$19,500.00
	6" CONCRETE DRIVEWAY			
0061	2655000000-E	220.000 SY	\$96.0000	\$21,120.00
	5" MONOLITHIC CONCRETE ISLANDS (KEYED IN)			
0062	2753000000-E	132.000 LF	\$75.0000	\$9,900.00
	GENERIC PAVING ITEM 2'-6" CONCRETE CURB AND GUTTER (MODIFIED)			
Section 0001 Total				\$293,080.00
Item Total				\$293,080.00

THIS PROPOSAL CONTAINS THE FOLLOWING ERRORS/WARNINGS (IF ANY)

This Bid contains 0 amendment files

Electronic Bid Submission

By submitting this bid electronically, I hereby acknowledge that all requirements included in the hard copy proposal, addendum, amendments, plans, standard specifications, supplemental specifications and special provisions are part of the bid and contract. Further, I acknowledge that I have read, understand, accept, acknowledge and agree to comply with all statements in this electronic bid.

I hereby certify that I have the authority to submit this bid.

Signature _____

Agency _____

Date _____

Signature _____

Agency _____

Date _____

Signature _____

Agency _____

Date _____

Attachments

Failure to complete and attach the Fuel Usage Factor Adjustment Form will result in using 2.90 gallons per ton as the Fuel Usage Factor for Diesel for the asphalt items included on the form. The contractor will not be permitted to change the option after the bids are submitted.

NOTE: The maximum upload limit is 5 MB.

Verify

Line #	ItemNumber	Sec #	Description	Quantity Unit	Unit Bid Price	Amount Bid
ROADWAY ITEMS						
0001	0000100000-N	800	MOBILIZATION	LUMP SUM	314,000.00	314,000.00
0002	0000400000-N	801	CONSTRUCTION SURVEYING	LUMP SUM	75,000.00	75,000.00
0003	0030000000-N	SP	TYPE II MODIFIED APPROACH FILL, STATION ***** (19+91.00 -L-)	LUMP SUM	33,000.00	33,000.00
0004	0043000000-N	226	GRADING	LUMP SUM	605,000.00	605,000.00
0005	0050000000-E	226	SUPPLEMENTARY CLEARING & GRUBBING	1 ACR	20,000.00	20,000.00
0006	0057000000-E	226	UNDERCUT EXCAVATION	450 CY	45.00	20,250.00
0007	0134000000-E	240	DRAINAGE DITCH EXCAVATION	165 CY	30.00	4,950.00
0008	0194000000-E	265	SELECT GRANULAR MATERIAL, CLASS III	1,200 CY	150.00	180,000.00
0009	0195000000-E	265	SELECT GRANULAR MATERIAL	400 CY	170.00	68,000.00
0010	0196000000-E	270	GEOTEXTILE FOR SOIL STABILIZATION	2,100 SY	4.94	10,374.00
0011	0234000000-E	SP	GENERIC GRADING ITEM SELECT MATERIAL, CLASS II, TYPE I	150 CY	150.00	22,500.00
0012	0318000000-E	300	FOUNDATION CONDITIONING MATERIAL, MINOR STRUCTURES	118 TON	90.00	10,620.00
0013	0320000000-E	300	FOUNDATION CONDITIONING GEOTEXTILE	1,060 SY	6.00	6,360.00
0014	0335200000-E	305	15" DRAINAGE PIPE	12 LF	180.00	2,160.00
0015	0335300000-E	305	18" DRAINAGE PIPE	16 LF	235.00	3,760.00
0016	0448200000-E	310	15" RC PIPE CULVERTS, CLASS IV	752 LF	136.00	102,272.00
0017	0448300000-E	310	18" RC PIPE CULVERTS, CLASS IV	868 LF	205.00	177,940.00
0018	0448400000-E	310	24" RC PIPE CULVERTS, CLASS IV	160 LF	215.00	34,400.00
0019	0448500000-E	310	30" RC PIPE CULVERTS, CLASS IV	440 LF	280.00	123,200.00
0020	0588000000-E	310	18" CS PIPE CULVERTS, 0.064" THICK	44 LF	209.00	9,196.00
0021	0600000000-E	310	30" CS PIPE CULVERTS, 0.079" THICK	320 LF	175.00	56,000.00
0022	0636000000-E	310	*** CS PIPE ELBOWS, ***** THICK (18", 0.064")	4 EA	1,990.00	7,960.00

Line #	ItemNumber	Sec #	Description	Quantity Unit	Unit Bid Price	Amount Bid
0023	0636000000-E	310	*** CS PIPE ELBOWS, ***** THICK (30", 0.079")	8 EA	2,300.00	18,400.00
0024	0995000000-E	340	PIPE REMOVAL	504 LF	35.00	17,640.00
0025	1099500000-E	505	SHALLOW UNDERCUT	100 CY	35.00	3,500.00
0026	1099700000-E	505	CLASS IV SUBGRADE STABILIZATION	200 TON	67.00	13,400.00
0027	1121000000-E	520	AGGREGATE BASE COURSE	466 TON	77.00	35,882.00
0028	1220000000-E	545	INCIDENTAL STONE BASE	78.6 TON	85.00	6,681.00
0029	1275000000-E	600	PRIME COAT	100 GAL	20.00	2,000.00
0030	1330000000-E	607	INCIDENTAL MILLING	550 SY	28.00	15,400.00
0031	1491000000-E	610	ASPHALT CONC BASE COURSE, TYPE B25.0C	1,840 TON	128.00	235,520.00
0032	1503000000-E	610	ASPHALT CONC INTERMEDIATE COURSE, TYPE I19.0C	1,390 TON	128.00	177,920.00
0033	1519000000-E	610	ASPHALT CONC SURFACE COURSE, TYPE S9.5B	1,490 TON	138.00	205,620.00
0034	1575000000-E	620	ASPHALT BINDER FOR PLANT MIX	255 TON	550.00	140,250.00
0035	1891000000-E	SP	GENERIC PAVING ITEM 7" JOINTED CONCRETE TRUCK APRON	340 SY	160.00	54,400.00
0036	2022000000-E	815	SUBDRAIN EXCAVATION	34 CY	20.00	680.00
0037	2026000000-E	815	GEOTEXTILE FOR SUBSURFACE DRAINS	200 SY	7.00	1,400.00
0038	2036000000-E	815	SUBDRAIN COARSE AGGREGATE	26 CY	185.00	4,810.00
0039	2044000000-E	815	6" PERFORATED SUBDRAIN PIPE	200 LF	40.00	8,000.00
0040	2070000000-N	815	SUBDRAIN PIPE OUTLET	1 EA	1,200.00	1,200.00
0041	2077000000-E	815	6" OUTLET PIPE	6 LF	200.00	1,200.00
0042	2099000000-E	816	SHOULDER DRAIN	130 LF	125.00	16,250.00
0043	2110000000-E	816	4" SHOULDER DRAIN PIPE	130 LF	113.00	14,690.00
0044	2253000000-E	840	PIPE COLLARS	0.45 CY	9,500.00	4,246.50

Line #	ItemNumber	Sec #	Description	Quantity Unit	Unit Bid Price	Amount Bid
0045	2275000000-E	SP	FLOWABLE FILL	4 CY	560.00	2,240.00
0046	2286000000-N	840	MASONRY DRAINAGE STRUCTURES	40 EA	5,800.00	232,000.00
0047	2308000000-E	840	MASONRY DRAINAGE STRUCTURES	6 LF	920.00	5,520.00
0048	2354000000-N	840	FRAME WITH GRATE, STD 840.22	2 EA	1,660.00	3,320.00
0049	2364000000-N	840	FRAME WITH TWO GRATES, STD 840.16	5 EA	1,970.00	9,850.00
0050	2365000000-N	840	FRAME WITH TWO GRATES, STD 840.22	4 EA	1,900.00	7,600.00
0051	2367000000-N	840	FRAME WITH TWO GRATES, STD 840.29	1 EA	1,900.00	1,900.00
0052	2374000000-N	840	FRAME WITH GRATE & HOOD, STD 840.03, TYPE ** (E)	10 EA	2,080.00	20,800.00
0053	2374000000-N	840	FRAME WITH GRATE & HOOD, STD 840.03, TYPE ** (F)	3 EA	2,100.00	6,300.00
0054	2374000000-N	840	FRAME WITH GRATE & HOOD, STD 840.03, TYPE ** (G)	17 EA	2,100.00	35,700.00
0055	2396000000-N	840	FRAME WITH COVER, STD 840.54	4 EA	1,700.00	6,800.00
0056	2549000000-E	846	2'-6" CONCRETE CURB & GUTTER	4,232 LF	33.00	139,656.00
0057	2577000000-E	846	CONCRETE EXPRESSWAY GUTTER	252 LF	55.00	13,860.00
0058	2591000000-E	848	4" CONCRETE SIDEWALK	1,940 SY	52.00	100,880.00
0059	2605000000-N	848	CONCRETE CURB RAMPS	9 EA	4,000.00	36,000.00
0060	2612000000-E	848	6" CONCRETE DRIVEWAY	130 SY	150.00	19,500.00
0061	2655000000-E	852	5" MONOLITHIC CONCRETE ISLANDS (KEYED IN)	220 SY	96.00	21,120.00
0062	2753000000-E	846	GENERIC PAVING ITEM 2'-6" CONCRETE CURB AND GUTTER (MODIFIED)	132 LF	75.00	9,900.00
0063	3030000000-E	862	STEEL BEAM GUARDRAIL	137.5 LF	26.00	3,575.00
0064	3045000000-E	862	STEEL BEAM GUARDRAIL, SHOP CURVED	37.5 LF	27.00	1,012.50
0065	3150000000-N	862	ADDITIONAL GUARDRAIL POSTS	5 EA	11.00	55.00

Line #	ItemNumber	Sec #	Description	Quantity Unit	Unit Bid Price	Amount Bid
0066	3180000000-N	SP	GUARDRAIL ANCHOR UNITS, TYPE ***** (III, SHOP CURVED)	1 EA	3,000.00	3,000.00
0067	3195000000-N	862	GUARDRAIL END UNITS, TYPE AT-1	1 EA	1,000.00	1,000.00
0068	3215000000-N	SP	GUARDRAIL ANCHOR UNITS, TYPE III	3 EA	2,600.00	7,800.00
0069	3288000000-N	SP	GUARDRAIL END UNITS, TYPE TL-2	4 EA	3,400.00	13,600.00
0070	3360000000-E	863	REMOVE EXISTING GUARDRAIL	80 LF	2.00	160.00
0071	3575000000-E	SP	GENERIC FENCING ITEM PEDESTRIAN SAFETY RAIL	200 LF	210.00	42,000.00
0072	3628000000-E	876	RIP RAP, CLASS I	27 TON	130.00	3,510.00
0073	3635000000-E	876	RIP RAP, CLASS II	260 TON	133.00	34,580.00
0074	3656000000-E	876	GEOTEXTILE FOR DRAINAGE	496 SY	6.00	2,976.00
0075	4072000000-E	903	SUPPORTS, 3-LB STEEL U-CHANNEL	523 LF	9.00	4,707.00
0076	4102000000-N	904	SIGN ERECTION, TYPE E	48 EA	65.00	3,120.00
0077	4116100000-N	904	SIGN ERECTION, RELOCATE TYPE *****(GROUND MOUNTED) (E)	1 EA	125.00	125.00
0078	4155000000-N	907	DISPOSAL OF SIGN SYSTEM, U-CHANNEL	24 EA	25.00	600.00
0079	4192000000-N	907	DISPOSAL OF SUPPORT, U-CHANNEL	1 EA	20.00	20.00
0080	4400000000-E	1110	WORK ZONE SIGNS (STATIONARY)	224 SF	9.95	2,228.80
0081	4405000000-E	1110	WORK ZONE SIGNS (PORTABLE)	192 SF	70.00	13,440.00
0082	4410000000-E	1110	WORK ZONE SIGNS (BARRICADE MOUNTED)	114 SF	6.75	769.50
0083	4430000000-N	1130	DRUMS	164 EA	105.00	17,220.00
0084	4435000000-N	1135	CONES	40 EA	64.00	2,560.00
0085	4445000000-E	1145	BARRICADES (TYPE III)	198 LF	75.00	14,850.00
0086	4455000000-N	1150	FLAGGER	30 DAY	800.00	24,000.00
0087	4516000000-N	1180	SKINNY DRUM	40 EA	78.00	3,120.00

Line #	ItemNumber	Sec #	Description	Quantity Unit	Unit Bid Price	Amount Bid
0088	4650000000-N	1251	TEMPORARY RAISED PAVEMENT MARKERS	58 EA	15.00	870.00
0089	4685000000-E	1205	THERMOPLASTIC PAVEMENT MARKING LINES (4", 90 MILS)	5,532 LF	2.00	11,064.00
0090	4688000000-E	1205	THERMOPLASTIC PAVEMENT MARKING LINES (6", 90 MILS)	2,300 LF	2.25	5,175.00
0091	4695000000-E	1205	THERMOPLASTIC PAVEMENT MARKING LINES (8", 90 MILS)	174 LF	5.25	913.50
0092	4709000000-E	1205	THERMOPLASTIC PAVEMENT MARKING LINES (24", 90 MILS)	278 LF	15.25	4,239.50
0093	4725000000-E	1205	THERMOPLASTIC PAVEMENT MARKING SYMBOL (90 MILS)	19 EA	250.00	4,750.00
0094	4726110000-E	1205	HEATED-IN-PLACE THERMOPLASTIC PAVEMENT MARKING SYMBOL (90 MILS)	16 EA	425.00	6,800.00
0095	4810000000-E	1205	PAINT PAVEMENT MARKING LINES (4")	14,970 LF	0.65	9,730.50
0096	4815000000-E	1205	PAINT PAVEMENT MARKING LINES (6")	3,284 LF	0.75	2,463.00
0097	4820000000-E	1205	PAINT PAVEMENT MARKING LINES (8")	331 LF	1.75	579.25
0098	4825000000-E	1205	PAINT PAVEMENT MARKING LINES (12")	74 LF	3.25	240.50
0099	4835000000-E	1205	PAINT PAVEMENT MARKING LINES (24")	378 LF	6.25	2,362.50
0100	4845000000-N	1205	PAINT PAVEMENT MARKING SYMBOL	35 EA	110.00	3,850.00
0101	4900000000-N	1251	PERMANENT RAISED PAVEMENT MARKERS	2 EA	50.00	100.00
0102	4905100000-N	SP	NON-CAST IRON SNOWPLOWABLE PAVEMENT MARKER	38 EA	125.00	4,750.00
0103	5325600000-E	1510	6" WATER LINE	2,272 LF	165.00	374,880.00
0104	5325800000-E	1510	8" WATER LINE	177 LF	186.00	32,922.00
0105	5329000000-E	1510	DUCTILE IRON WATER PIPE FITTINGS	1,860 LB	10.00	18,600.00
0106	5540000000-E	1515	6" VALVE	12 EA	2,313.00	27,756.00
0107	5571600000-E	1515	6" TAPPING SLEEVE & VALVE	1 EA	11,518.00	11,518.00
0108	5643100000-E	1515	3/4" WATER METER	10 EA	1,876.00	18,760.00
0109	5666000000-N	1515	FIRE HYDRANT	3 EA	5,466.00	16,398.00

Line #	ItemNumber	Sec #	Description	Quantity Unit	Unit Bid Price	Amount Bid
0110	5673000000-E	1515	FIRE HYDRANT LEG	18 LF	124.00	2,232.00
0111	5686500000-E	1515	WATER SERVICE LINE	94 LF	19.00	1,786.00
0112	5691900000-E	1520	24" SANITARY GRAVITY SEWER	161 LF	781.00	125,741.00
0113	5768000000-N	1520	SANITARY SEWER CLEAN-OUT	4 EA	652.00	2,608.00
0114	5768500000-E	1520	SEWER SERVICE LINE	259 LF	51.00	13,209.00
0115	5776000000-E	1525	5' DIA UTILITY MANHOLE	2 EA	7,460.00	14,920.00
0116	5781000000-E	1525	UTILITY MANHOLE WALL 4' DIA	2.8 LF	340.00	952.00
0117	5782000000-E	1525	UTILITY MANHOLE WALL 5' DIA	3.3 LF	420.00	1,386.00
0118	5800000000-E	1530	ABANDON 6" UTILITY PIPE	2,110 LF	8.00	16,880.00
0119	5813000000-E	1530	ABANDON 24" UTILITY PIPE	156 LF	46.00	7,176.00
0120	5815000000-N	1530	REMOVE WATER METER	4 EA	341.00	1,364.00
0121	5815500000-N	1530	REMOVE FIRE HYDRANT	1 EA	392.00	392.00
0122	5828000000-N	1530	REMOVE UTILITY MANHOLE	1 EA	1,038.00	1,038.00
0123	5835700000-E	1540	16" ENCASEMENT PIPE	74 LF	445.00	32,930.00
0124	5872600000-E	1550	DIRECTIONAL DRILLING OF *** (8")	177 LF	451.00	79,827.00
0125	5882000000-N	SP	GENERIC UTILITY ITEM SEWER SPOT REPAIRS	1 EA	8,430.00	8,430.00
0126	5882000000-N	SP	GENERIC UTILITY ITEM WATER TRANSITION COUPLING	2 EA	1,888.00	3,776.00
0127	5888000000-E	SP	GENERIC UTILITY ITEM SEWER LINING (CIPP)	415 LF	171.00	70,965.00
0128	6000000000-E	1605	TEMPORARY SILT FENCE	7,440 LF	3.00	22,320.00
0129	6006000000-E	1610	STONE FOR EROSION CONTROL, CLASS A	285 TON	95.00	27,075.00
0130	6009000000-E	1610	STONE FOR EROSION CONTROL, CLASS B	1,212 TON	99.00	119,988.00
0131	6012000000-E	1610	SEDIMENT CONTROL STONE	958 TON	98.00	93,884.00
0132	6015000000-E	1615	TEMPORARY MULCHING	8.5 ACR	1,500.00	12,750.00

Line #	ItemNumber	Sec #	Description	Quantity Unit	Unit Bid Price	Amount Bid
0133	6018000000-E	1620	SEED FOR TEMPORARY SEEDING	377 LB	5.00	1,885.00
0134	6021000000-E	1620	FERTILIZER FOR TEMPORARY SEEDING	6 TON	1,250.00	7,500.00
0135	6024000000-E	1622	TEMPORARY SLOPE DRAINS	200 LF	40.00	8,000.00
0136	6029000000-E	SP	SAFETY FENCE	590 LF	16.00	9,440.00
0137	6030000000-E	1630	SILT EXCAVATION	1,545 CY	35.00	54,075.00
0138	6036000000-E	1631	MATTING FOR EROSION CONTROL	26,885 SY	1.85	49,737.25
0139	6037000000-E	SP	COIR FIBER MAT	1,160 SY	5.25	6,090.00
0140	6042000000-E	1632	1/4" HARDWARE CLOTH	2,311 LF	12.00	27,732.00
0141	6048000000-E	SP	FLOATING TURBIDITY CURTAIN	575 SY	59.00	33,925.00
0142	6070000000-N	1639	SPECIAL STILLING BASINS	3 EA	1,900.00	5,700.00
0143	6071012000-E	SP	COIR FIBER WATTLE	123 LF	33.00	4,059.00
0144	6071013000-E	SP	WATTLE BARRIER	200 LF	70.00	14,000.00
0145	6071020000-E	SP	POLYACRYLAMIDE (PAM)	154 LB	120.00	18,480.00
0146	6071030000-E	1640	COIR FIBER BAFFLE	211 LF	32.00	6,752.00
0147	6071050000-E	SP	*** SKIMMER (1-1/2")	2 EA	2,000.00	4,000.00
0148	6084000000-E	1660	SEEDING & MULCHING	9 ACR	3,500.00	31,500.00
0149	6087000000-E	1660	MOWING	7 ACR	400.00	2,800.00
0150	6090000000-E	1661	SEED FOR REPAIR SEEDING	100 LB	5.00	500.00
0151	6093000000-E	1661	FERTILIZER FOR REPAIR SEEDING	0.29 TON	800.00	232.00
0152	6096000000-E	1662	SEED FOR SUPPLEMENTAL SEEDING	181 LB	6.00	1,086.00
0153	6108000000-E	1665	FERTILIZER TOPDRESSING	5.75 TON	1,300.00	7,475.00
0154	6111000000-E	SP	IMPERVIOUS DIKE	150 LF	210.00	31,500.00
0155	6114500000-N	1667	SPECIALIZED HAND MOWING	18 MHR	75.00	1,350.00

Line #	ItemNumber	Sec #	Description	Quantity Unit	Unit Bid Price	Amount Bid
0156	6114800000-N	SP	MANUAL LITTER REMOVAL	10 MHR	68.00	680.00
0157	6114900000-E	SP	LITTER DISPOSAL	2 TON	600.00	1,200.00
0158	6117000000-N	SP	RESPONSE FOR EROSION CONTROL	75 EA	250.00	18,750.00
0159	6117500000-N	SP	CONCRETE WASHOUT STRUCTURE	2 EA	1,697.00	3,394.00
0160	6123000000-E	1670	REFORESTATION	0.1 ACR	10,000.00	1,000.00
0161	6126000000-E	SP	STREAMBANK REFORESTATION	0.6 ACR	8,000.00	4,800.00

Line #	ItemNumber	Sec #	Description	Quantity Unit	Unit Bid Price	Amount Bid
WALL ITEMS						
0162	8847000000-E	SP	GENERIC RETAINING WALL ITEM GABION RETAINING WALL	300 SF	134.00	40,200.00

Line #	ItemNumber	Sec #	Description	Quantity Unit	Unit Bid Price	Amount Bid
STRUCTURE ITEMS						
0163	8035000000-N	402	REMOVAL OF EXISTING STRUCTURE AT STATION ***** (19+91.00 -L-)	LUMP SUM	45,000.00	45,000.00
0164	8065000000-N	SP	ASBESTOS ASSESSMENT	LUMP SUM	1,500.00	1,500.00
0165	8096000000-E	450	PILE EXCAVATION IN SOIL	98 LF	575.00	56,350.00
0166	8097000000-E	450	PILE EXCAVATION NOT IN SOIL	10 LF	2,180.00	21,800.00
0167	8121000000-N	412	UNCLASSIFIED STRUCTURE EXCAVATION AT STATION ***** (19+91.00 -L-)	LUMP SUM	30,000.00	30,000.00
0168	8175000000-E	420	CLASS AA CONCRETE (BRIDGE)	33.5 CY	729.00	24,421.50
0169	8182000000-E	420	CLASS A CONCRETE (BRIDGE)	57.7 CY	1,640.00	94,628.00
0170	8210000000-N	422	BRIDGE APPROACH SLABS, STATION ***** (19+91.00 -L-)	LUMP SUM	57,600.00	57,600.00
0171	8217000000-E	425	REINFORCING STEEL (BRIDGE)	6,754 LB	3.95	26,678.30
0172	8224000000-E	425	EPOXY COATED REINFORCING STEEL (BRIDGE)	1,439 LB	7.50	10,792.50
0173	8328200000-E	450	PILE DRIVING EQUIPMENT SETUP FOR *** STEEL PILES (HP 12 X 53)	18 EA	2,500.00	45,000.00
0174	8364000000-E	450	HP 12 X 53 STEEL PILES	405 LF	65.00	26,325.00
0175	8475000000-E	460	TWO BAR METAL RAIL	125 LF	430.02	53,752.50
0176	8517000000-E	460	1'*** X ***** CONCRETE PARAPET (1'-2" X 3'-4 7/8")	140 LF	390.00	54,600.00
0177	8608000000-E	876	RIP RAP CLASS II (2'-0" THICK)	133 TON	145.00	19,285.00
0178	8622000000-E	876	GEOTEXTILE FOR DRAINAGE	147 SY	16.00	2,352.00
0179	8657000000-N	430	ELASTOMERIC BEARINGS	LUMP SUM	8,000.00	8,000.00
0180	8763000000-E	430	3'-0" X 2'-0" PRESTRESSED CONC CORED SLABS	1,120 LF	310.00	347,200.00
TOTAL AMOUNT OF BID FOR ENTIRE PROJECT						\$6,282,484.10

Contract No. C204715
County Jackson

Rev. 1-16-18

**EXECUTION OF CONTRACT
NON-COLLUSION, DEBARMENT AND GIFT BAN CERTIFICATION**

LIMITED LIABILITY COMPANY

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

IPC Paving, LLC dba IPC Structures

Full Name of Firm

2000 Spartanburg Highway, Suite 600, Hendersonville, NC 28792

Address as Prequalified


Signature of Witness

Aaron Creasman

Print or type Signer's name


Signature of Member/Manager/Authorized Agent
Select appropriate title

Chad Johnson

Print or type Signer's Name

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. **C204715**

County (ies): **Jackson**

ACCEPTED BY THE
DEPARTMENT OF TRANSPORTATION

DocuSigned by:
Ronald E. Davenport, Jr.
F81B6038A47A442...

Contract Officer

08/03/2023

Date

Execution of Contract and Bonds
Approved as to Form:

DocuSigned by:
Thomas H. Moore
A2E31ABDC19E410...

Attorney General

08/03/2023

Date

Contract No.
County

C204715

Jackson

Bond Number: 602-201133-9

Rev 5-17-11

CONTRACT PAYMENT BOND

Date of Payment Bond Execution	<u>July 28, 2023</u>
Name of Principal Contractor	<u>IPC Paving, LLC dba IPC Structures</u>
Name of Surety:	<u>United States Fire Insurance Company</u>
Name of Contracting Body:	<u>North Carolina Department of Transportation</u>
	<u>Raleigh, North Carolina</u>
Amount of Bond:	<u>\$6,282,484.10</u>
Contract ID No.:	<u>C204715</u>
County Name:	<u>Jackson</u>

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

C204715

Jackson

Rev 5-17-11

CONTRACT PAYMENT BOND

Affix Seal of Surety Company

United States Fire Insurance Company

Print or type Surety Company Name

By **Jaclyn Thomas**

Print, stamp or type name of Attorney-in-Fact



Signature of Attorney-in-Fact





Signature of Witness

Ryan Gray

Print or type Signer's name

100 S. Jefferson Road, Suite 101, Whippany, NJ 07981

Address of Attorney-in-Fact

Contract No.
County

C204715

Jackson

Rev 5-17-11

CONTRACT PAYMENT BOND

LIMITED LIABILITY COMPANY

SIGNATURE OF CONTRACTOR (Principal)

Name of Contractor

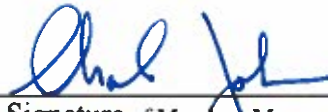
IPC Paving, LLC dba IPC Structures

Full name of Firm

2000 Spartanburg Highway, Suite 600, Hendersonville, NC 28792

Address as prequalified

By:



Signature of ~~Member, Manager, Authorized Agent~~
Select appropriate title

CHAD JOHNSON

Print or type Signer's name

Contract No. C204715
County Jackson

Bond Number: 602-201133-9

Rev 5-17-11

CONTRACT PERFORMANCE BOND

Date of Performance Bond Execution: July 28, 2023
Name of Principal Contractor: IPC Paving, LLC dba IPC Structures
Name of Surety: United States Fire Insurance Company
Name of Contracting Body: North Carolina Department of Transportation
Raleigh, North Carolina
Amount of Bond: \$6,282,484.10
Contract ID No.: C204715
County Name: Jackson

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

C204715

Jackson

Rev 5-17-11

CONTRACT PERFORMANCE BOND

Affix Seal of Surety Company

United States Fire Insurance Company

Print or type Surety Company Name

By **Jaclyn Thomas**

Print, stamp or type name of Attorney-in-Fact



Signature of Attorney-in-Fact





Signature of Witness

Ryan Gray

Print or type Signer's name

100 S. Jefferson Road, Suite 101, Whippany, NJ 07981

Address of Attorney-in-Fact

Contract No.
County

C204715

Jackson

Rev 5-17-11

CONTRACT PERFORMANCE BOND

LIMITED LIABILITY COMPANY

SIGNATURE OF CONTRACTOR (Principal)

Name of Contractor

IPC Paving, LLC dba IPC Structures

Full name of Firm

2000 Spartanburg Highway, Suite 600, Hendersonville, NC 28792

Address as prequalified

By:



Signature of ~~Member~~, ~~Manager~~, ~~Authorized Agent~~
Select appropriate title

CHAD JOHNSON

Print or type Signer's name

POWER OF ATTORNEY
UNITED STATES FIRE INSURANCE COMPANY
PRINCIPAL OFFICE - MORRISTOWN, NEW JERSEY

06446

KNOW ALL MEN BY THESE PRESENTS: That United States Fire Insurance Company, a corporation duly organized and existing under the laws of the state of Delaware, has made, constituted and appointed, and does hereby make, constitute and appoint:

Krystal L. Stravato, Kevin T. Walsh, Jr., Thomas MacDonald, Edward Reilly, Marisol Mojica, Jaclyn Thomas

each, its true and lawful Attorney(s)-In-Fact, with full power and authority hereby conferred in its name, place and stead, to execute, acknowledge and deliver: Any and all bonds and undertakings of surety and other documents that the ordinary course of surety business may require, and to bind United States Fire Insurance Company thereby as fully and to the same extent as if such bonds or undertakings had been duly executed and acknowledged by the regularly elected officers of United States Fire Insurance Company at its principal office, in amounts or penalties: **Unlimited**

This Power of Attorney limits the act of those named therein to the bonds and undertakings specifically named therein, and they have no authority to bind United States Fire Insurance Company except in the manner and to the extent therein stated.

This Power of Attorney is granted pursuant to Article IV of the By-Laws of United States Fire Insurance Company as now in full force and effect, and consistent with Article III thereof, which Articles provide, in pertinent part:

Article IV, Execution of Instruments - Except as the Board of Directors may authorize by resolution, the Chairman of the Board, President, any Vice-President, any Assistant Vice President, the Secretary, or any Assistant Secretary shall have power on behalf of the Corporation:

(a) to execute, affix the corporate seal manually or by facsimile to, acknowledge, verify and deliver any contracts, obligations, instruments and documents whatsoever in connection with its business including, without limiting the foregoing, any bonds, guarantees, undertakings, recognizances, powers of attorney or revocations of any powers of attorney, stipulations, policies of insurance, deeds, leases, mortgages, releases, satisfactions and agency agreements;

(b) to appoint, in writing, one or more persons for any or all of the purposes mentioned in the preceding paragraph (a), including affixing the seal of the Corporation.

Article III, Officers, Section 3.11, Facsimile Signatures. The signature of any officer authorized by the Corporation to sign any bonds, guarantees, undertakings, recognizances, stipulations, powers of attorney or revocations of any powers of attorney and policies of insurance issued by the Corporation may be printed, facsimile, lithographed or otherwise produced. In addition, if and as authorized by the Board of Directors, dividend warrants or checks, or other numerous instruments similar to one another in form, may be signed by the facsimile signature or signatures, lithographed or otherwise produced, of such officer or officers of the Corporation as from time to time may be authorized to sign such instruments on behalf of the Corporation. The Corporation may continue to use for the purposes herein stated the facsimile signature of any person or persons who shall have been such officer or officers of the Corporation, notwithstanding the fact that he may have ceased to be such at the time when such instruments shall be issued.

IN WITNESS WHEREOF, United States Fire Insurance Company has caused these presents to be signed and attested by its appropriate officer and its corporate seal hereunto affixed this 28th day of September, 2021.

UNITED STATES FIRE INSURANCE COMPANY

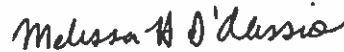
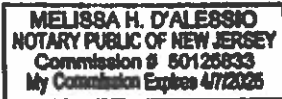


Matthew E. Lubin, President



State of New Jersey }
County of Morris }

On this 28th day of September, 2021, before me, a Notary public of the State of New Jersey, came the above named officer of United States Fire Insurance Company, to me personally known to be the individual and officer described herein, and acknowledged that he executed the foregoing instrument and affixed the seal of United States Fire Insurance Company thereto by the authority of his office.



Melissa H. D'Alessio (Notary Public)

I, the undersigned officer of United States Fire Insurance Company, a Delaware corporation, do hereby certify that the original Power of Attorney of which the foregoing is a full, true and correct copy is still in force and effect and has not been revoked.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed the corporate seal of United States Fire Insurance Company on the 28th day

UNITED STATES FIRE INSURANCE COMPANY



Michael C. Fay, Senior Vice President

