

STATE OF NORTH CAROLINA
DEPARTMENT OF TRANSPORTATION



DIVISION 13 BRIDGE MAINTENANCE

CONTRACT PROPOSAL

CONTRACT NO: DM00169
WBS: 17BP.13.R.67
ROUTES: SR 1318
COUNTY: Mitchell
DESCRIPTION: Replace Bridge 202 over Brummett Creek
BID OPENING: June 1, 2016

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. THESE LAWS REQUIRE THE BIDDER TO BE LICENSED BY THE N.C. LICENSING BOARD FOR GENERAL 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.

NAME OF BIDDER

N.C. CONTRACTOR'S LICENSE NUMBER

ADDRESS OF BIDDER

BID BONDS REQUIRED

**PROPOSAL FOR THE CONSTRUCTION OF
CONTRACT No. DM00169 IN MITCHELL COUNTY, NORTH CAROLINA**

Date _____ **20** _____

**DEPARTMENT OF TRANSPORTATION,
ASHEVILLE, NORTH CAROLINA**

The Bidder has carefully examined the location of the proposed work to be known as Contract No. **DM00169**; has carefully examined the plans and specifications, which are acknowledged to be part of the proposal, the special provisions, the proposal, the form of contract, and the forms of contract payment bond and contract performance bond; and thoroughly understands the stipulations, requirements and provisions. The undersigned bidder agrees to bound upon his execution of the bid and subsequent award to him by the Board of Transportation in accordance with this proposal to provide the necessary contract payment bond and contract performance bond within fourteen days after the written notice of award is received by him. The undersigned Bidder further agrees to provide all necessary machinery, tools, labor, and other means of construction; and to do all the work and to furnish all materials, except as otherwise noted, necessary to perform and complete the said contract in accordance with *the 2012 Standard Specifications for Roads and Structures* by the dates(s) specified in the Project Special Provisions and in accordance with the requirements of the Engineer, and at the unit or lump sum prices, as the case may be, for the various items given on the sheets contained herein.

The Bidder shall provide and furnish all the materials, machinery, implements, appliances and tools, and perform the work and required labor to construct and complete State Highway Contract No. **DM00169** in **Mitchell County**, for the unit or lump sum prices, as the case may be, bid by the Bidder in his bid and according to the proposal, plans, and specifications prepared by said Department, which proposal, plans, and specifications show the details covering this project, and hereby become a part of this contract.

The published volume entitled *North Carolina Department of Transportation, Raleigh, Standard Specifications for Roads and Structures, January 2012* with all amendments and supplements thereto, is by reference incorporated into and made a part of this contract; that, except as herein modified, all the construction and work included in this contract is to be done in accordance with the specifications contained in said volume, and amendments and supplements thereto, under the direction of the Engineer.

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

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

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

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

Division 13 Project Manager

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INSTRUCTIONS TO BIDDERS

PLEASE READ ALL INSTRUCTIONS CAREFULLY BEFORE PREPARING AND SUBMITTING YOUR BID.

All bids shall be prepared and submitted in accordance with the following requirements. Failure to comply with any requirement shall cause the bid to be considered irregular and may be grounds for rejection of the bid.

1. The bid sheet furnished by NCDOT with the proposal shall be used and shall not be altered in any manner. **THE ENTIRE PROPOSAL WITH THE BID SHEET COMPLETED ALONG WITH ANY ADDENDA SHALL BE SUBMITTED IN ORDER FOR THE BID TO BE CONSIDERED FOR AWARD. (SEE ITEM #11 BELOW)**
2. All entries on the bid sheet, including signatures, shall be written in ink.
3. The Bidder shall submit a unit price for every item on the bid form. The unit prices for the various contract items shall be written in figures. **UNIT PRICES SHALL BE ROUNDED OFF BY THE BIDDER TO CONTAIN NO MORE THAN FOUR DECIMAL PLACES.**
4. An amount bid shall be entered on the bid sheet for every item. The amount bid for each item shall be determined by multiplying each unit bid by the quantity for that item, and shall be written in figures in the "Amount Bid" column of the sheet.
5. The total amount bid shall be written in figures in the proper place on the bid sheet. The total amount shall be determined by adding the amounts bid for each item.
6. Changes in any entry shall be made by marking through the entry in ink and making the correct entry adjacent thereto in ink. A representative of the Bidder shall initial the change in ink.
7. The bid shall be properly executed. All bids shall show the following information:
 - a. Name of individual, firm, corporation, partnership, or joint venture submitting bid.
 - b. Name and signature of individual or representative submitting bid and position or title.
 - c. Name, signature, and position or title of witness.
 - d. Federal Identification Number (or Social Security Number of Individual)
 - e. Contractor's License Number (if Applicable)
8. Bids submitted by corporations shall bear the seal of the corporation.
9. The bid shall not contain any unauthorized additions, deletions, or conditional bids.
10. The bidder shall not add any provision reserving the right to accept or reject an award, or to enter into a contract pursuant to an award.
11. **THE ENTIRE PROPOSAL WITH THE BID SHEET, AS WELL AS ANY PROJECT ADDENDA SHOULD BE STAPLED OR OTHERWISE SECURELY FASTENED AND SHALL BE PLACED IN A SEALED ENVELOPE AND SHALL HAVE BEEN DELIVERED TO AND RECEIVED IN THE DIVISION ENGINEER'S OFFICE AT 55 ORANGE STREET, ASHEVILLE, NC BY 2:00 P.M. ON WEDNESDAY JUNE 1, 2016 .**
12. The sealed bid must display the following statement on the front of the sealed envelope:

QUOTATION FOR CONTRACT # DM00169; REPLACEMENT OF BRIDGE 202 IN MITCHELL COUNTY TO BE OPENED AT 2:00 PM WEDNESDAY, JUNE 1, 2016.

13. If delivered by mail, the sealed envelope shall be placed in another sealed envelope and the outer envelope shall be addressed as follows:

**North Carolina Department of Transportation
Division of Highways, Division13
55 Orange St.
Asheville, NC 28801
Attn: Mike Calloway**

PROJECT SPECIAL PROVISIONS - GENERAL

PROJECT DESCRIPTION

This contract is for the replacement of Bridge 202 on SR 1318 in Mitchell County over Brummett Creek and will consist of installing a pre-stressed cored slab bridge; removal of the existing structure; clearing and grubbing; excavation and embankment; installation of guardrail; roadway base course and pavement; construction of substructure; construction of approach slabs; grading within limits of the project; placement of rip rap; temporary erosion control; seeding and mulching; drainage; traffic control and all other incidental items necessary to complete the project as specified and shown on the plans.

Only the construction centerline, control points with reference station and benchmark location shall be furnished by the Department on an initial one-time basis. All other engineering, surveying, layout and measurement shall be the responsibility of the contractor.

The Contractor shall keep himself fully informed of all Federal, State and local laws, ordinances, and regulations, and shall comply with the provisions of Section 107 of the Standard Specifications.

DIVISION LET CONTRACT PREQUALIFICATION:

(07-01-14)(6-1-15)

SPD 01-410

Any firm that wishes to bid as a prime contractor shall be prequalified as a Bidder or PO Prime Contractor prior to submitting a bid. Information regarding prequalification can be found at: <https://connect.ncdot.gov/business/Prequal/Pages/default.aspx>.

In addition, the prime contractor and/or subcontractor(s) shall be prequalified in the work code(s) for which they identify as work items in the prime contractor's construction progress schedule that they will complete themselves. Any contractor identified as working outside their expertise may be considered in default of contract.

PERFORMANCE BOND AND PAYMENT BOND REQUIREMENTS

Payment and Performance Bonds will be required by the Department for this contract.

- (A) The successful Bidder, at the time of the execution of the contract, shall provide a contract performance bond in the amount of one hundred percent (100%) of the contract amount, conditioned upon the faithful performance of the contract in accordance with the plans, specifications and conditions of the contract. Such bond shall be solely for the protection of the contracting body which awarded the contract.
- (B) The successful Bidder, at the time of the execution of the contract, shall provide a contract payment bond in the amount of one hundred percent (100%) of the contract amount, conditioned upon the prompt payment for all labor or materials for which a contractor or subcontractor is liable. The payment bond shall be solely for the protection of the persons furnishing materials or performing labor for which a contractor or subcontractor is liable.

The performance bond and the payment bond shall be executed by one or more surety companies legally authorized to do business in the State of North Carolina and become effective upon the awarding of the construction contract.

CONTRACT TIME AND LIQUIDATED DAMAGES:

(7-1-95) (Rev. 12-18-07)

108

SP1 G10 A

The date of availability for this contract is **July 1, 2016**.

The completion date for this contract is **November 31, 2016**.

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 **Five Hundred Dollars (\$500.00)** per calendar day.

NO MAJOR CONTRACT ITEMS:

(2-19-02) (Rev. 8-21-07)

104

SP1 G31

None of the items included in this contract will be major items.

NO SPECIALTY ITEMS:

(7-1-95)

108-6

SP1 G34

None of the items included in this contract will be specialty items (see Article 108-6 of the *2012 Standard Specifications*).

MINORITY BUSINESS ENTERPRISE AND WOMEN BUSINESS ENTERPRISE (DIVISIONS):

(10-16-07)(Rev. 4-19-16)

102-15(J)

SP1 G67

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 either the MBE or WBE goal. No submittal of a Letter of Intent is required.

Committed MBE/WBE Subcontractor - Any MBE/WBE submitted at the time of bid that is being used to meet either the MBE or 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 Goals Requirement - The approved MBE and WBE participation at time of award, but not greater than the advertised contract goals for each.

Goal Confirmation Letter - Written documentation from the Department to the bidder confirming the Contractor's approved, committed MBE and WBE 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 Goal - A portion of the total contract, expressed as a percentage, that is 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.

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 Goal - A portion of the total contract, expressed as a percentage, that is 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.
<http://www.ncdot.org/doh/forms/files/DBE-IS.xls>

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 amount 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 this MBE and WBE goals. 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>

MBE and WBE Goal

The following goals for participation by Minority Business Enterprises and Women Business Enterprises are established for this contract:

(A) **Minority Business Enterprises 1 %**

- (1) *If the MBE goal 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 as the MBE goal.
- (2) *If the MBE goal is zero*, the Contractor shall make an effort to recruit and use MBEs during the performance of the contract. Any MBE participation obtained shall be reported to the Department.

(B) **Women Business Enterprises 3 %**

- (1) *If the WBE goal 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 as the WBE goal.
- (2) *If the WBE goal 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.

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 MBE and WBE goals respectively. The Directory can be found at the following link.
<https://partner.ncdot.gov/VendorDirectory/default.html>

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

Listing of 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 MBE goal and the 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 submitted at the time of bid will be used toward 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) *If either the MBE or WBE goal is more than zero,*
- (1) 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.
 - (2) 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.
 - (3) 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 corresponding goal.
- (B) *If either the MBE or 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 MBE and WBE goals, the firm is responsible for meeting the goals or making good faith efforts to meet the goals, just like any other bidder. In most cases, a MBE or WBE bidder on a contract will meet one of the goals 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 goals.

For example, on a proposed contract, the WBE goal is 10%, and the MBE goal is 8%. A WBE bidder puts in a bid where they will perform 40% of the contract work and have a WBE subcontractor which will perform another 5% of the work. Together the two WBE firms submit on the *Listing of MBE and WBE Subcontractors* a value of 45% of the contract which fulfills the WBE goal. The 8% MBE goal shall be obtained through MBE participation with MBE certified subcontractors or documented through a good faith effort. It should be noted that you cannot combine the two goals to meet an overall value. The two goals shall remain separate.

MBE/WBE prime contractors shall also follow Sections A or B listed under *Listing of MBE/WBE Subcontractors* 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 MBE and WBE goals 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 Engineer no later than 12:00 noon of the sixth calendar day following opening of bids, unless the sixth day falls on Saturday, Sunday or an official state holiday. In that situation, it is due in the office of the Engineer no later than 12:00 noon on the next official state business day.

If the bidder fails to submit the Letter of Intent from each committed MBE and WBE to be used toward the MBE and WBE goals, or if the form is incomplete (i.e. both signatures are not present), the MBE/WBE participation will not count toward meeting the MBE/WBE goal. If the lack of this participation drops the commitment below either the MBE or WBE goal, the Contractor shall submit evidence of good faith efforts for the goal not met, completed in its entirety, to the Engineer no later than 12:00 noon of the eighth calendar day following opening of bids, unless the eighth day falls on Saturday, Sunday or an official state holiday. In that situation, it is due in the office of the Engineer no later than 12:00 noon on the next official state business day.

Submission of Good Faith Effort

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

One complete set and **three (3)** copies of this information shall be received in the office of the Engineer no later than 12:00 noon of the sixth calendar day following opening of bids, unless the sixth

day falls on Saturday, Sunday or an official state holiday. In that situation, it is due in the office of the Engineer no later than 12:00 noon on the next official state business day.

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 MBE/WBE Goals More Than Zero

Adequate good faith efforts mean that the bidder took all necessary and reasonable steps to achieve the goal which, by their scope, intensity, and appropriateness, could reasonably be expected to obtain sufficient 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 who have the capability to perform the work of the contract. The bidder must solicit this interest within at least 10 days prior to bid opening to allow the 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 MBE and WBE goals 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 contract MBE/WBE goals when the work to be sublet includes potential for MBE/WBE participation (2nd and 3rd tier subcontractors).
- (C) Providing interested MBEs/WBEs 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 contract goals 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 MBE or WBE goals, 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 NCDOT's Business Development Manager in the Business Opportunity and Work Force Development Unit 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 MBE and WBE 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 MBE and WBE goals.
- (2) The bidders' past performance in meeting the MBE and WBE goals.
- (3) The performance of other bidders in meeting the MBE and WBE goals. For example, when the apparent successful bidder fails to meet the goals, but others meet it, you may

reasonably raise the question of whether, with additional reasonable efforts the apparent successful bidder could have met the goals. If the apparent successful bidder fails to meet the MBE and WBE goals, 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 MBE and WBE goals can be met or that an adequate good faith effort has been made to meet the MBE and WBE goals.

Non-Good Faith Appeal

The 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 Engineer. The appeal shall be made within 2 business days of notification of the determination of non-good faith.

Counting MBE/WBE Participation Toward Meeting MBE/WBE Goals

(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 MBE contract goal requirement. The same holds for work that a WBE subcontracts to another WBE firm. Work that a MBE subcontracts to a non-MBE firm does not count toward the MBE contract goal requirement. Again, the same holds true for the work that a WBE subcontracts to a non-WBE firm. 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. The MBE/WBE may present evidence to rebut this presumption to the Department. The Department's decision on the rebuttal of this presumption may be subject to review by the Office of Inspector General, NCDOT.

(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 or 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 or 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.

(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 MBE or 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 goal requirement. 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 liable for meeting the goal.
- (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 firm (or an approved substitute MBE or WBE firm) to meet all or part of a contract goal requirement, the contractor shall not terminate the MBE/WBE 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. A MBE/WBE may only be terminated after receiving the Engineer's written approval based upon a finding of good cause for the termination. The prime contractor must give the MBE/WBE firm five (5) calendar days to respond to the prime contractor's notice of termination and advise the prime contractor and the Department of the reasons, if any, why the firm objects to the proposed termination of its subcontract and why the Department should not approve the action.

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

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

(A) Performance Related Replacement

When a committed MBE is terminated for good cause as stated above, an additional MBE that was submitted at the time of bid may be used to fulfill the MBE commitment. The same holds true if a committed WBE is terminated for good cause, an additional WBE that was submitted at the time of bid may be used to fulfill the WBE goal. A good faith effort will only be required for removing a committed MBE/WBE if there were no additional MBEs/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 MBEs/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 MBEs/WBEs for specific subbids including, at a minimum:
 - (a) The names, addresses, and telephone numbers of MBEs/WBEs who were contacted.

- (b) A description of the information provided to MBEs/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 MBEs/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 similarly certified MBE/WBE subcontractor to perform at least the same amount of work to meet the 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).

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 and 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 further work on future 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 DBE Payment Tracking System.

Failure to Meet Contract Requirements

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

SUBSURFACE INFORMATION:

(7-1-95)

450

SP1 G112 C

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

LOCATING EXISTING UNDERGROUND UTILITIES:

(3-20-12)

105

SP1 G115

Revise the *2012 Standard Specifications* as follows:

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

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

RESOURCE CONSERVATION AND ENV. SUSTAINABLE PRACTICES:

(5-21-13) (Rev. 5-19-15)

104-13

SP1 G118

In accordance with North Carolina Executive Order 156, NCGS 130A-309.14(3), and NCGS 136-28.8, it is the objective of the Department to aid in the reduction of materials that become a part of our solid waste stream, to divert materials from landfills, to find ways to recycle and reuse materials, to consider and minimize, where economically feasible, the environmental impacts associated with agency land use and acquisition, construction, maintenance and facility management for the benefit of the Citizens of North Carolina.

To achieve the mission of reducing environmental impacts across the state, the Department is committed to supporting the efforts to initiate, develop and use products and construction methods that incorporate the use of recycled, solid waste products and environmentally sustainable practices in accordance with Article 104-13 of the *Standard Specifications*.

Report the quantities of reused or recycled materials either incorporated in the project or diverted from landfills and any practice that minimizes the environmental impact on the project annually on the Project Construction Reuse and Recycling Reporting Form. The Project Construction Reuse and Recycling Reporting Form and a location tool for local recycling facilities are available at:

<http://connect.ncdot.gov/resources/Environmental/Pages/North-Carolina-Recycling-Locations.aspx>.

Submit the Project Construction Reuse and Recycling Reporting Form by August 1 annually to valuemanagementunit@ncdot.gov. For questions regarding the form or reporting, please contact the State Value Management Engineer at 919-707-4810.

DOMESTIC STEEL:

(4-16-13)

106

SP1 G120

Revise the *2012 Standard Specifications* as follows:

Page 1-49, Subarticle 106-1(B) Domestic Steel, lines 2-7, replace the first paragraph with the following:

All steel and iron products that are permanently incorporated into this project shall be produced in the United States except minimal amounts of foreign steel and iron products may be used provided the combined material cost of the items involved does not exceed 0.1% of the total amount bid for the entire project or \$2,500, whichever is greater. If invoices showing the cost of the material are not provided, the amount of the bid item involving the foreign material will be used for calculations. This minimal amount of foreign produced steel and iron products permitted for use is not applicable to high strength fasteners. Domestically produced high strength fasteners are required.

MAINTENANCE OF THE PROJECT:

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

104-10

SP1 G125

Revise the *2012 Standard Specifications* as follows:

Page 1-35, Article 104-10 Maintenance of the Project, line 25, add the following after the first sentence of the first paragraph:

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

Page 1-35, Article 104-10 Maintenance of the Project, line 30, add the following as the last sentence of the first paragraph:

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

Page 1-35, Article 104-10 Maintenance of the Project, lines 42-44, replace the last sentence of the last paragraph with the following:

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

TWELVE MONTH GUARANTEE:

(7-15-03)

108

SP1 G145

(A) The Contractor shall guarantee materials and workmanship against latent and patent defects arising from faulty materials, faulty workmanship or negligence for a period of twelve months following the date of final acceptance of the work for maintenance and shall replace such defective materials and workmanship without cost to the Department. The Contractor will not be responsible for damage due to faulty design, normal wear and tear, for negligence on the part of the Department, and/or for use in excess of the design.

- (B) Where items of equipment or material carry a manufacturer's guarantee for any period in excess of twelve months, then the manufacturer's guarantee shall apply for that particular piece of equipment or material. The Department's first remedy shall be through the manufacturer although the Contractor is responsible for invoking the warranted repair work with the manufacturer. The Contractor's responsibility shall be limited to the term of the manufacturer's guarantee. NCDOT would be afforded the same warranty as provided by the Manufacturer.

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

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

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

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.

IRAN DIVESTMENT ACT:

(5-17-16)

SP01 G151

As a result of the Iran Divestment Act of 2015 (Act), Article 6E, N.C. General Statute § 147-86.55, the State Treasurer published the Final Divestment List (List) which includes the Final Divestment List-Iran, and the Parent and Subsidiary Guidance-Iran. These lists identify companies and persons engaged in investment activities in Iran and will be updated every 180 days. The List can be found at <https://www.nctreasurer.com/inside-the-department/OpenGovernment/Pages/Iran-Divestment-Act-Resources.aspx>

By submitting the Offer, the Contractor certifies that, as of the date of this bid, it is not on the then-current List created by the State Treasurer. The Contractor must notify the Department immediately if, at any time before the award of the contract, it is added to the List.

As an ongoing obligation, the Contractor must notify the Department immediately if, at any time during the contract term, it is added to the List. Consistent with § 147-86.59, the Contractor shall not contract with any person to perform a part of the work if, at the time the subcontract is signed, that person is on the then-current List.

During the term of the Contract, should the Department receive information that a person is in violation of the Act as stated above, the Department will offer the person an opportunity to respond and the Department will take action as appropriate and provided for by law, rule, or contract.

GIFTS FROM VENDORS AND CONTRACTORS:

(12-15-09)

107-1

SP1 G152

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

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

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

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

LIABILITY INSURANCE:

(5-20-14)

SP1 G160

Revise the *2012 Standard Specifications* as follows:

Page 1-60, Article 107-15 LIABILITY INSURANCE, line 16, add the following as the second sentence of the third paragraph:

Prior to beginning services, all contractors shall provide proof of coverage issued by a workers’ compensation insurance carrier, or a certificate of compliance issued by the Department of Insurance for self-insured subcontractors, irrespective of whether having regularly in service fewer than three employees.

EROSION AND SEDIMENT CONTROL/STORMWATER CERTIFICATION:

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

105-16, 225-2, 16

SP1 G180

General

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

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

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

Roles and Responsibilities

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

- (h) Fully perform and install erosion and sediment control/stormwater work prior to any suspension of the work.
 - (i) Coordinate with Department, Federal, State and Local Regulatory agencies on resolution of erosion and sediment control/stormwater issues due to the Contractor's operations.
 - (j) Ensure that proper cleanup occurs from vehicle tracking on paved surfaces or any location where sediment leaves the Right-of-Way.
 - (k) Have available a set of erosion and sediment control/stormwater plans that are initialed and include the installation date of Best Management Practices. These practices shall include temporary and permanent groundcover and be properly updated to reflect necessary plan and field changes for use and review by Department personnel as well as regulatory agencies.
- (2) Requirements set forth under the NPDES Permit - The Department's NPDES Stormwater permit (NCS000250) outlines certain objectives and management measures pertaining to construction activities. The permit references *NCG010000, General Permit to Discharge Stormwater* under the NPDES, and states that the Department shall incorporate the applicable requirements into its delegated Erosion and Sediment Control Program for construction activities disturbing one or more acres of land. The Department further incorporates these requirements on all contracted bridge and culvert work at jurisdictional waters, regardless of size. Some of the requirements are, but are not limited to:
- (a) Control project site waste to prevent contamination of surface or ground waters of the state, i.e. from equipment operation/maintenance, construction materials, concrete washout, chemicals, litter, fuels, lubricants, coolants, hydraulic fluids, any other petroleum products, and sanitary waste.
 - (b) Inspect erosion and sediment control/stormwater devices and stormwater discharge outfalls at least once every 7 calendar days, twice weekly for construction related *Federal Clean Water Act, Section 303(d)* impaired streams with turbidity violations, and within 24 hours after a significant rainfall event of 0.5 inch that occurs within a 24 hour period.
 - (c) Maintain an onsite rain gauge or use the Department's Multi-Sensor Precipitation Estimate website to maintain a daily record of rainfall amounts and dates.
 - (d) Maintain erosion and sediment control/stormwater inspection records for review by Department and Regulatory personnel upon request.
 - (e) Implement approved reclamation plans on all borrow pits, waste sites and staging areas.
 - (f) Maintain a log of turbidity test results as outlined in the Department's Procedure for Monitoring Borrow Pit Discharge.
 - (g) Provide secondary containment for bulk storage of liquid materials.
 - (h) Provide training for employees concerning general erosion and sediment control/stormwater awareness, the Department's NPDES Stormwater Permit NCS000250 requirements, and the applicable requirements of the *General Permit, NCG010000*.
 - (i) Report violations of the NPDES permit to the Engineer immediately who will notify the Division of Water Quality Regional Office within 24 hours of becoming aware of the violation.

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

(B) *Certified Foreman* - At least one Certified Foreman shall be onsite for each type of work listed herein during the respective construction activities to control erosion, prevent sedimentation and follow permit provisions:

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

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

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

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

- (1) Seeding and Mulching
- (2) Temporary Seeding
- (3) Temporary Mulching

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

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

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

Preconstruction Meeting

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

Ethical Responsibility

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

Revocation or Suspension of Certification

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

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

- (A) Failure to adequately perform the duties as defined within this certification provision.
- (B) Issuance of an ICA, NOV, or Cease and Desist Order.
- (C) Failure to fully perform environmental commitments as detailed within the permit conditions and specifications.
- (D) Demonstration of erroneous documentation or reporting techniques.

- (E) Cheating or copying another candidate's work on an examination.
- (F) Intentional falsification of records.
- (G) Directing a subordinate under direct or indirect supervision to perform any of the above actions.
- (H) Dismissal from a company for any of the above reasons.
- (I) Suspension or revocation of one's certification by another entity.

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

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

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

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

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

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

Measurement and Payment

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

PROCEDURE FOR MONITORING BORROW PIT DISCHARGE:

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

105-16, 230, 801

SPI G181

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

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

- (A) Either cease discharge or modify the discharge volume or turbidity levels to bring the downstream turbidity levels into compliance, or

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

During the Environmental Assessment required by Article 230-4 of the *2012 Standard Specifications*, the Contractor shall define the point at which the discharge enters into the State's surface waters and the appropriate sampling locations. Sampling locations shall include points upstream and downstream from the point at which the discharge enters these waters. Upstream sampling location shall be located so that it is not influenced by backwater conditions and represents natural background conditions. Downstream sampling location shall be located at the point where complete mixing of the discharge and receiving water has occurred.

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

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

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

The Contractor may use cation exchange capacity (CEC) values from proposed site borings to plan and develop the bid for the project. CEC values exceeding 15 milliequivalents per 100 grams of soil may

indicate a high potential for turbidity and should be avoided when dewatering into surface water is proposed.

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

EMPLOYMENT:

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

108, 102

SP1 G184

Revise the *2012 Standard Specifications* as follows:

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

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

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

CHANGES TO STATE HIGHWAY ADMINISTRATOR

(9-18-12)

SP1 G185

Revise the *2012 Standard Specifications* as follows:

Replace all references to “State Highway Administrator” with “Chief Engineer”.

SUBLETTING OF CONTRACT:

(11-18-2014)

108-6

SP1 G186

Revise the *2012 Standard Specifications* as follows:

Page 1-66, Article 108-6 Subletting of Contract, line 37, add the following as the second sentence of the first paragraph:

All requests to sublet work shall be submitted within 30 days of the date of availability or prior to expiration of 20% of the contract time, whichever date is later, unless otherwise approved by the Engineer.

Page 1-67, Article 108-6 Subletting of Contract, line 7, add the following as the second sentence of the fourth paragraph:

Purchasing materials for subcontractors is not included in the percentage of work required to be performed by the Contractor. If the Contractor sublets items of work but elects to purchase material for the subcontractor, the value of the material purchased will be included in the total dollar amount considered to have been sublet.

PROJECT SPECIAL PROVISIONS – ROADWAY

CLEARING AND GRUBBING - METHOD II:

(9-17-02) (Rev.8-18-15)

200

SP2 R02A

Perform clearing on this project to the limits established by Method “II” shown on Standard Drawing No. 200.02 of the *2012 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:

(8-15-00) (Rev. 4-21-15)

1101

SP2 R30A

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

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

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.

No direct payment will be made for removing the aggregate base course, earth material and pavement, as the cost of same shall be included in the lump sum price bid for *Grading*. Such prices and payments will be full compensation for the work of removing, salvaging, and stockpiling aggregate base course; 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 *2012 Standard Specifications*.

Measurement and Payment

Where the material has been obtained from an authorized stockpile or from a borrow source and *Borrow Excavation* is not included in the contract, no direct payment will be made for this work, as the cost of this work will be part of the work being paid at the contract lump sum price for *Grading*. If *Borrow Excavation* is included in this contract and the material has been obtained from an authorized stockpile or from a borrow source, measurement and payment will be as provided in Section 230 of the *2012 Standard Specifications for Borrow Excavation*.

SELECT GRANULAR MATERIAL:

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

265

SP2 R80

Revise the *2012 Standard Specifications* as follows:

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

Use only Class III select material for select granular material.

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

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

Payment will be made under:

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

ROCK AND BROKEN PAVEMENT FILLS:

(2-16-16)

235

SP2 R85

Revise the *2012 Standard Specifications* as follows:

Page 2-22, Article 235-2 MATERIALS, add the following after line 19:

Item	Section
Geotextile for Rock and Broken Pavement Fills, Type 2	1056

Provide Type 2 geotextile for filtration geotextiles. Use rip rap and No. 57 stone from either a quarry or onsite material to fill voids in rock and broken pavement fills. Provide small and large size rip rap with stone sizes that meet Class A and B in accordance with Table 1042-1 and No. 57 stone with a gradation that meets Table 1005-1 or use similar size onsite material approved by the Engineer.

Page 2-23, Subarticle 235-3(B) Embankment Formation, lines 18-19, delete the third sentence in the seventh paragraph.

Page 2-23, Subarticle 235-3(B) Embankment Formation, lines 21-23, replace the eighth paragraph with the following:

Before placing embankment fill material or filtration geotextiles over rock and broken pavement, fill voids in the top of rock and broken pavement fill with rip rap and No. 57 stone. Place and compact larger rip rap first followed by smaller rip rap. Then, fill any remaining voids with No. 57 stone so geotextiles are not torn, ripped or otherwise damaged when installed and covered. Compact rip rap and No. 57 stone with tracked equipment or other approved methods. Install filtration geotextiles on top of rock, broken pavement, rip rap and No. 57 stone in accordance with Article 270-3 before placing remaining embankment fill material.

Remove any rocks, debris or pavement pieces from the roadbed larger than 2" within 12" of the subgrade or finished grade, whichever is lower.

Page 2-24, Article 235-5 MEASUREMENT AND PAYMENT, line 13, add the following to the end of the first paragraph:

Payment for rip rap, No. 57 stone and geotextiles to construct embankments with rock and broken pavement fills will be considered incidental to the work in Sections 225, 226, 230 and 240.

PIPE INSTALLATION:

(11-20-12) (Rev. 8-18-15)

300

SP3 R01

Revise the *2012 Standard Specifications* as follows:

Page 3-1, Article 300-2, Materials, line 15, in the materials table, replace “Flowable Fill” and “Geotextiles” with the following:

Item	Section
Flowable Fill, Excavatable	1000-6
Grout, Type 2	1003
Geotextiles, Type 4	1056

Page 3-1, Article 300-2, Materials, lines 23-24, replace sentence with the following:

Provide foundation conditioning geotextile and geotextile to wrap pipe joints in accordance with Section 1056 for Type 4 geotextile.

Page 3-3, Subarticle 300-6(A), Rigid Pipe, line 2, in the first paragraph, replace “an approved non-shrink grout.” with “grout.” and line 4, in the second paragraph, replace “filtration geotextile” with “geotextile”.

Page 3-3, Article 300-7, Backfilling, lines 37-38, in the first and second sentences of the fifth paragraph, replace “Excavatable flowable fill” with “Flowable fill”.

BRIDGE APPROACH FILLS:

(10-19-10) (Rev. 1-17-12)

422

SP4 R02

Description

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

Materials

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

Item	Section
Anchor Pins	1056-2

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

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

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

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

Construction Methods

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

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

Overlap adjacent geotextiles at least 18” with seams oriented parallel to the roadway centerline. Hold geotextiles in place with wire staples or anchor pins as needed. Contact the Engineer when existing or future obstructions such as foundations, pavements, pipes, inlets or utilities will interfere with geosynthetics.

For reinforced bridge approach fills, construct one foot square drains consisting of 4” diameter continuous perforated PVC pipes surrounded by No. 78M stone wrapped in Type 1 geotextiles.

Install drains in accordance with Standard Drawing No. 422.10 of the *2012 Roadway Standard Drawings*. For bridge approach fills for sub regional tier bridges, install 4” diameter continuous perforated PVC drain pipes in accordance with Standard Drawing No. 422.11 of the *2012 Roadway Standard Drawings*.

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

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

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

Measurement and Payment

Bridge Approach Fill - Sub Regional Tier, Station

-DET-11+65 to 12+05 will be paid at the contract lump sum price. The contract lump sum price for *Bridge Approach Fill - Sub Regional Tier*, will be full compensation for labor, tools, equipment and bridge approach fill materials, excavating, backfilling, hauling and removing excavated materials, compacting No. 78M stone, connecting outlet pipes to existing drainage structures and supplying No. 78M stone, filtration geotextiles, drain pipes, pipe sleeves and outlet components and any incidentals necessary to construct all bridge approach fills at each sub regional tier bridge.

Payment will be made under:

Pay Item	Pay Unit
Bridge Approach Fill - Sub Regional Tier, Station -DET-11+65 to 12+05	LS

ASPHALT PAVEMENTS - SUPERPAVE:

(6-19-12) (Rev. 1-19-16)

605, 609, 610, 650

SP6 R01

Revise the *2012 Standard Specifications* as follows:

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

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

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

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

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

Page 6-7, Article 609-3, FIELD VERIFICATION OF MIXTURE AND JOB MIX FORMULA ADJUSTMENTS, lines 35-37, delete the second sentence of the second paragraph.

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

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

Warm mix asphalt (WMA) is allowed for use at the Contractor’s option in accordance with the NCDOT Approved Products List for WMA Technologies available at:

<https://connect.ncdot.gov/resources/Materials/MaterialsResources/Warm%20Mix%20Asphalt%20Approved%20List.pdf>

Page 6-20, Subarticle 610-3(C), Job Mix Formula (JMF), lines 47-48, replace the last sentence of the third paragraph with the following:

The JMF mix temperature shall be within the ranges shown in Table 610-1 unless otherwise approved.

Page 6-21, Subarticle 610-3(C) Job Mix Formula (JMF), replace Table 610-1 with the following:

TABLE 610-1 MIXING TEMPERATURE AT THE ASPHALT PLANT	
Binder Grade	JMF Mix Temperature
PG 58-28; PG 64-22	250 - 290°F
PG 70-22	275- 305°F
PG 76-22	300- 325°F

Page 6-21, Subarticle 610-3(C) Job Mix Formula (JMF), lines 1-2, in the first sentence of the first paragraph, delete “and compaction”. Lines 4-7, delete the second paragraph and replace with the following:

When RAS is used, the JMF mix temperature shall be established at 275°F or higher.

Page 6-22, Article 610-4, WEATHER, TEMPERATURE AND SEASONAL LIMITATIONS FOR PRODUCING AND PLACING ASPHALT MIXTURES, lines 15-17, replace the second sentence of the first paragraph with the following:

Do not place asphalt material when the air or surface temperatures, measured at the location of the paving operation away from artificial heat, do not meet Table 610-5.

Page 6-23, Article 610-4, WEATHER, TEMPERATURE AND SEASONAL LIMITATIONS FOR PRODUCING AND PLACING ASPHALT MIXTURES, replace Table 610-5 with the following:

TABLE 610-5 PLACEMENT TEMPERATURES FOR ASPHALT	
Asphalt Concrete Mix Type	Minimum Surface and Air Temperature
B25.0B, C	35°F
I19.0B, C, D	35°F
SF9.5A, S9.5B	40°F ^A
S9.5C, S12.5C	45°F ^A
S9.5D, S12.5D	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 6-23, Subarticle 610-5(A), General, lines 33-34, replace the last sentence of the third paragraph with the following:

Produce the mixture at the asphalt plant within ± 25 °F of the JMF mix temperature. The temperature of the mixture, when discharged from the mixer, shall not exceed 350°F.

Page 6-26, Article 610-7, HAULING OF ASPHALT MIXTURE, lines 22-23, in the fourth sentence of the first paragraph replace “so as to overlap the top of the truck bed and” with “to”. Line 28, in the last paragraph, replace “+15 °F to -25 °F of the specified JMF temperature.” with “ ± 25 °F of the specified JMF mix temperature.”

Page 6-26, Article 610-8, SPREADING AND FINISHING, line 34, add the following new paragraph:

As referenced in Section 9.6.3 of the *HMA/QMS Manual*, use the automatic screed controls on the paver to control the longitudinal profile. Where approved by the Engineer, the Contractor has the option to use either a fixed or mobile string line.

Page 6-29, Article 610-13, FINAL SURFACE TESTING AND ACCEPTANCE, line 39, add the following after the first sentence in the first paragraph:

Smoothness acceptance testing using the inertial profiler is not required on ramps, loops and turn lanes.

Page 6-30, Subarticle 610-13(A), Option 1 – Inertial Profiler, lines 15-16, replace the fourth sentence of the fourth paragraph with the following:

The interval at which relative profile elevations are reported shall be 2”.

Page 6-30, Subarticle 610-13(A), Option 1 – Inertial Profiler, lines 25-28, replace the ninth paragraph with the following:

Operate the profiler at any speed as per the manufacturer’s recommendations to collect valid data.

Page 6-30, Subarticle 610-13(A), Option 1 – Inertial Profiler, lines 30-31, delete the third sentence of the tenth paragraph.

Page 6-31, Subarticle 610-13(A), Option 1 – Inertial Profiler, lines 11-13, replace the first sentence of the third paragraph with the following:

After testing, transfer the profile data from the profiler portable computer’s hard drive to a write once storage media (Flash drive, USB, DVD-R or CD-R) or electronic media approved by the Engineer.

Page 6-31, Subarticle 610-13(A), Option 1 – Inertial Profiler, lines 17-18, replace the first sentence of the fourth paragraph with the following:

Submit a report with the documentation and electronic data of the evaluation for each section to the Engineer within 10 days after completion of the smoothness testing. The report shall be in the tabular format for each 0.10 segment or a portion thereof with a summary of the MRI values and the localized roughness areas including corresponding project station numbers or acceptable reference points. Calculate the pay adjustments for all segments in accordance with the formulas in Sections (1) and (2) shown below. The Engineer shall review and approval all pay adjustments unless corrective action is required.

Page 6-31, Subarticle 610-13(A)(1), Acceptance for New Construction, lines 36-37, replace the third paragraph with the following:

The price adjustment will apply to each 0.10-mile section or prorated for a portion thereof, based on the Mean Roughness Index (MRI), the average IRI values from both wheel paths.

Page 6-32, Subarticle 610-13(A)(2), Localized Roughness, lines 12-16, replace the first paragraph with the following:

Areas of localized roughness shall be identified through the “Smoothness Assurance Module (SAM)” provided in the ProVAL software. Use the SAM report to optimize repair strategies by analyzing the measurements from profiles collected using inertial profilers. The ride quality threshold for localized roughness shall be 165 in/mile for any sections that are 15 ft. to 100 ft. in length at the continuous short interval of 25 ft. Submit a continuous roughness report to identify each section with project station numbers or reference points outside the threshold and identify all localized roughness, with the signature of the Operator included with the submitted IRI trace and electronic files.

Page 6-32, Subarticle 610-13(A)(2), Localized Roughness, line 21, add the following new paragraph:

If the Engineer does not require corrective action, the pay adjustment for each area of localized roughness shall be based on the following formula:

$$PA = (165 - LR\#) 5$$

Where:

- PA = Pay Adjustment (dollars)
- LR# = The Localized Roughness number determined from SAM report for the ride quality threshold

Page 6-41, Subarticle 650-3(B), Mix Design Criteria, replace Table 650-1 with the following:

TABLE 650-1 OGAFC GRADATION CRITERIA			
Grading Requirements	Total Percent Passing		
<i>Sieve Size (mm)</i>	<i>Type FC-1</i>	<i>Type FC-1 Modified</i>	<i>Type FC-2 Modified</i>
19.0	-	-	100

12.5	100	100	80 - 100
9.50	75 - 100	75 - 100	55 - 80
4.75	25 - 45	25 - 45	15 - 30
2.36	5 - 15	5 - 15	5 - 15
0.075	1.0 - 3.0	1.0 - 3.0	2.0 - 4.0

ASPHALT BINDER CONTENT OF ASPHALT PLANT MIXES:

(11-21-00) (Rev. 7-17-12)

609

SP6 R15

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

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

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

PRICE ADJUSTMENT - ASPHALT BINDER FOR PLANT MIX:

(11-21-00)

620

SP6 R25

Price adjustments for asphalt binder for plant mix will be made in accordance with Section 620 of the *2012 Standard Specifications*.

The base price index for asphalt binder for plant mix is \$ **337.14** per ton.

This base price index represents an average of F.O.B. selling prices of asphalt binder at supplier's terminals on **April 1, 2016**.

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*.

GUARDRAIL ANCHOR UNITS, TYPE 350 TL-2:

(10-21-08) (Rev. 7-21-15)

862

SP08 R064

Description

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

Materials

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

Prior to installation the Contractor shall submit to the Engineer:

- (A) FHWA acceptance letter for each guardrail anchor unit certifying it meets the requirements of NCHRP Report 350, Test Level 2 in accordance with Article 106-2 of the *2012 Standard Specifications*.
- (B) Certified working drawings and assembling instructions from the manufacturer for each guardrail anchor unit in accordance with Article 105-2 of the *2012 Standard Specifications*.

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

Construction Methods

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

Measurement and Payment

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

Payment will be made under:

Pay Item	Pay Unit
Guardrail Anchor Units, Type 350 TL-2	Each

MATERIALS:

(2-21-12) (Rev. 3-15-16)

1000, 1002, 1005, 1016, 1018, 1024, 1050, 1074, 1078, 1080, 1081, 1086, 1084, 1087, 1092

SP10 R01

Revise the *2012 Standard Specifications* as follows:

Page 10-1, Article 1000-1, DESCRIPTION, lines 9-10, replace the last sentence of the first paragraph with the following:

Type IL, IP, IS or IT blended cement may be used instead of Portland cement.

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

If any change is made to the mix design, submit a new mix design (with the exception of an approved pozzolan source change).

If any major change is made to the mix design, also submit new test results showing the mix design conforms to the criteria. Define a major change to the mix design as:

- (1) A source change in coarse aggregate, fine aggregate or cement.
- (2) A pozzolan class or type change (e.g. Class F fly ash to Class C fly ash).
- (3) A quantitative change in coarse aggregate (applies to an increase or decrease greater than 5%), fine aggregate (applies to an increase or decrease greater than 5%), water (applies to an increase only), cement (applies to a decrease only), or pozzolan (applies to an increase or decrease greater than 5%).

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

Page 10-1, Article 1000-2, MATERIALS, line 16; Page 10-8, Subarticle 1000-7(A), Materials, line 8; and Page 10-18, Article 1002-2, MATERIALS, line 9, add the following to the table of item references:

Item	Section
Type IL Blended Cement	1024-1

Page 10-1, Subarticle 1000-3(A), Composition and Design, lines 25-27, replace the second paragraph with the following:

Fly ash may be substituted for cement in the mix design up to 30% at a rate of 1.0 lb of fly ash to each pound of cement replaced.

Page 10-2, Subarticle 1000-3(A), Composition and Design, lines 12-21, delete the third paragraph through the sixth paragraph beginning with “If any change is made to the mix design, submit...” through “...(applies to a decrease only).”

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

TABLE 1000-1 REQUIREMENTS FOR CONCRETE											
Class of Concrete	Min. Comp. Strength at 28 days	Maximum Water-Cement Ratio				Consistency Max. Slump		Cement Content			
		Air-Entrained Concrete		Non Air-Entrained Concrete		Vibrated	Non-Vibrated	Vibrated		Non-Vibrated	
		Rounded Aggregate	Angular Aggregate	Rounded Aggregate	Angular Aggregate			Min.	Max.	Min.	Max.
Units	psi					inch	inch	lb/cy	lb/cy	lb/cy	lb/cy
AA	4,500	0.381	0.426	-	-	3.5	-	639	715	-	-
AA Slip Form	4,500	0.381	0.426	-	-	1.5	-	639	715	-	-
Drilled Pier	4,500	-	-	0.450	0.450	-	5-7 dry 7-9 wet	-	-	640	800
A	3,000	0.488	0.532	0.550	0.594	3.5	4	564	-	602	-
B	2,500	0.488	0.567	0.559	0.630	1.5 machine-placed 2.5 hand-placed	4	508	-	545	-
Sand Light-weight	4,500	-	0.420	-	-	4	-	715	-	-	-
Latex Modified	3,000 7 day	0.400	0.400	-	-	6	-	658	-	-	-
Flowable Fill excavatable	150 max. at 56 days	as needed	as needed	as needed	as needed	-	Flowable	-	-	40	100
Flowable Fill non-excavatable	125	as needed	as needed	as needed	as needed	-	Flowable	-	-	100	as needed
Pavement	4,500 design, field 650 flexural, design only	0.559	0.559	-	-	1.5 slip form 3.0 hand place	-	526	-	-	-
Precast	See Table 1077-1	as needed	as needed	-	-	6	as needed	as needed	as needed	as needed	as needed
Prestress	per contract	See Table 1078-1	See Table 1078-1	-	-	8	-	564	as needed	-	-

Page 10-6, Subarticle 1000-4(I), Use of Fly Ash, lines 36-2, replace the first paragraph with the following:

Fly ash may be substituted for cement in the mix design up to 30% at a rate of 1.0 lb of fly ash to each pound of cement replaced. Use Table 1000-1 to determine the maximum allowable water-cementitious material (cement + fly ash) ratio for the classes of concrete listed.

Page 10-7, Table 1000-3, MAXIMUM WATER-CEMENTITIOUS MATERIAL RATIO, delete the table.

Page 10-7, Article 1000-5, HIGH EARLY STRENGTH PORTLAND CEMENT CONCRETE, lines 30-31, delete the second sentence of the third paragraph.

Page 10-19, Article 1002-3, SHOTCRETE FOR TEMPORARY SUPPORT OF EXCAVATIONS, line 30, add the following at the end of Section 1002:

(H) Handling and Storing Test Panels

Notify the Area Materials Engineer when preconstruction or production test panels are made

within 24 hours of shooting the panels. Field cure and protect test panels from damage in accordance with ASTM C1140 until the Department transports panels to the Materials and Tests Regional Laboratory for coring.

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

TABLE 1005-1 AGGREGATE GRADATION - COARSE AGGREGATE													
Percentage of Total by Weight Passing													
Std. Size #	2"	1 1/2"	1"	3/4"	1/2"	3/8"	#4	#8	#10	#16	#40	#200	Remarks
4	100	90-100	20-55	0-15	-	0-5	-	-	-	-	-	A	Asphalt Plant Mix
467M	100	95-100	-	35-70	-	0-30	0-5	-	-	-	-	A	Asphalt Plant Mix
5	-	100	90-100	20-55	0-10	0-5	-	-	-	-	-	A	AST, Sediment Control Stone
57	-	100	95-100	-	25-60	-	0-10	0-5	-	-	-	A	AST, Str. Concrete, Shoulder Drain, Sediment Control Stone
57M	-	100	95-100	-	25-45	-	0-10	0-5	-	-	-	A	AST, Concrete Pavement
6M	-	-	100	90-100	20-55	0-20	0-8	-	-	-	-	A	AST
67	-	-	100	90-100	-	20-55	0-10	0-5	-	-	-	A	AST, Str. Concrete, Asphalt Plant Mix
78M	-	-	-	100	98-100	75-100	20-45	0-15	-	-	-	A	Asphalt Plant Mix, AST, Str. Conc, Weep Hole Drains
14M	-	-	-	-	-	100	35-70	5-20	-	0-8	-	A	Asphalt Plant Mix, AST, Weep Hole Drains, Str. Concrete
9	-	-	-	-	-	100	85-100	10-40	-	0-10	-	A	AST
ABC	-	100	75-97	-	55-80	-	35-55	-	25-45	-	14-30	4-12 ^B	Aggregate Base Course, Aggregate Stabilization
ABC (M)	-	100	75-100	-	45-79	-	20-40	-	0-25	-	-	0-12 ^B	Maintenance Stabilization
Light-weight ^C	-	-	-	-	100	80-100	5-40	0-20	-	0-10	-	0-2.5	AST

A. See Subarticle 1005-4(A).

B. See Subarticle 1005-4(B).

C. For Lightweight Aggregate used in Structural Concrete, see Subarticle 1014-2(E)(6).

Page 10-39, Article 1016-3, CLASSIFICATIONS , lines 27-32, replace with the following:

Select material is clean, unweathered durable, blasted rock material obtained from an approved source. While no specific gradation is required, the below criteria will be used to evaluate the materials for visual acceptance by the Engineer:

- (A) At least 50% of the rock has a diameter of from 1.5 ft to 3 ft,
- (B) 30% of the rock ranges in size from 2” to 1.5 ft in diameter, and
- (C) Not more than 20% of the rock is less than 2” in diameter. No rippable rock will be permitted.

Page 10-40, Tables 1018-1 and 1018-2, PIEDMONT, WESTERN AND COASTAL AREA CRITERIA FOR ACCEPTANCE OF BORROW MATERIAL, under second column in both tables, replace second row with the following:

Acceptable, but not to be used in the top 3 ft of embankment or backfill

Page 10-46, Article 1024-1, PORTLAND CEMENT, line 33, add the following as the ninth paragraph:

Use Type IL blended cement that meets AASHTO M 240, except that the limestone content is limited to between 5 and 12% by weight and the constituents shall be interground. Class F fly ash can replace a portion of Type IL blended cement and shall be replaced as outlined in Subarticle 1000-4(I) for Portland cement. For mixes that contain cement with alkali content between 0.6% and 1.0% and for mixes that contain a reactive aggregate documented by the Department, use a pozzolan in the amount shown in Table 1024-1.

Page 10-46, Table 1024-1, POZZOLANS FOR USE IN PORTLAND CEMENT CONCRETE, replace with the following:

TABLE 1024-1 POZZOLANS FOR USE IN PORTLAND CEMENT CONCRETE	
Pozzolan	Rate
Class F Fly Ash	20% - 30% by weight of required cement content with 1.0 lb Class F fly ash per lb of cement replaced
Ground Granulated Blast Furnace Slag	35%-50% by weight of required cement content with 1.0 lb slag per lb of cement replaced
Microsilica	4%-8% by weight of required cement content with 1.0 lb microsilica per lb of cement replaced

Page 10-47, Subarticle 1024-3(B), Approved Sources, lines 16-18, replace the second sentence of the second paragraph with the following:

Tests shall be performed by AASHTO’s designated National Transportation Product Evaluation Program (NTPEP) laboratory for concrete admixture testing.

Page 10-65, Article 1050-1, GENERAL, line 41, replace the first sentence with the following:

All fencing material and accessories shall meet Section 106.

Page 10-115, Subarticle 1074-7(B), Gray Iron Castings, lines 10-11, replace the first two sentences with the following:

Supply gray iron castings meeting all facets of AASHTO M 306 excluding proof load. Proof load testing will only be required for new casting designs during the design process, and conformance to M306 loading (40,000 lb.) will be required only when noted on the design documents.

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

TABLE 1078-1 REQUIREMENTS FOR CONCRETE		
Property	28 Day Design Compressive Strength 6,000 psi or less	28 Day Design Compressive Strength greater than 6,000 psi
Maximum Water/Cementitious Material Ratio	0.45	0.40
Maximum Slump without HRWR	3.5"	3.5"
Maximum Slump with HRWR	8"	8"
Air Content (upon discharge into forms)	5 + 2%	5 + 2%

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

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

Page 10-161, Subarticle 1081-1(A), Classifications, lines 29-33, delete first 3 sentences of the description for Type 2 and replace with the following:

Type 2 - A low-modulus, general-purpose adhesive used in epoxy mortar repairs. It may be used to patch spalled, cracked or broken concrete where vibration, shock or expansion and contraction are expected.

Page 10-162, Subarticle 1081-1(A), Classifications, lines 4-7, delete the second and third sentences of the description for Type 3A. **Lines 16-22,** delete Types 6A, 6B and 6C.

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

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

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

Page 10-163, Table 1081-1, PROPERTIES OF MIXED EPOXY RESIN SYSTEMS, replace with the following:

TABLE 1081-1 PROPERTIES OF MIXED EPOXY RESIN SYSTEMS							
Property	Type 1	Type 2	Type 3	Type 3A	Type 4A	Type 4B	Type 5
Viscosity-Poises at 77°F ± 2°F	Gel	10-30	25-75	Gel	40-150	40-150	1-6
Spindle No.	-	3	4	--	4	4	2
Speed (RPM)	-	20	20	--	10	10	50
Pot Life (Minutes)	20-50	30-60	20-50	5-50	40-80	40-80	20-60
Minimum Tensile Strength at 7 days (psi)	1,500	2,000	4,000	4,000	1,500	1,500	4,000
Tensile Elongation at 7 days (%)	30 min.	30 min.	2-5	2-5	5-15	5-15	2-5
Min. Compressive Strength of 2" mortar cubes at 24 hours	3,000 (Neat)	4,000-	6,000-	6,000 (Neat)	3,000	3,000	6,000
Min. Compressive Strength of 2" mortar cubes at 7 days	5,000 (Neat)	-	-	-	-	5,000	-
Maximum Water Absorption (%)	1.5	1.0	1.0	1.5	1.0	1.0	1.0
Min. Bond Strength Slant Shear Test at 14 days (psi)	1,500	1,500	2,000	2,000	1,500	1,500	1,500

Page 10-164, Subarticle 1081-1(E), Prequalification, lines 31-33, replace the second sentence of the first paragraph with the following:

Manufacturers choosing to supply material for Department jobs must submit an application through the Value Management Unit with the following information for each type and brand name:

Page 10-164, Subarticle 1081-1(E)(3), line 37, replace with the following:

(3) Type of the material in accordance with Articles 1081-1 and 1081-4,

Page 10-165, Subarticle 1081-1(E)(6), line 1, in the first sentence of the first paragraph replace “AASHTO M 237” with “the specifications”.

Page 10-165, Subarticle 1081-1(E), Prequalification, line 9-10, delete the second sentence of the last paragraph.

Page 10-165, Subarticle 1081-1(F), Acceptance, line 14, in the first sentence of the first paragraph replace “Type 1” with “Type 3”.

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

Page 10-170, Article 1081-3, HOT BITUMEN, line 9, add the following at the end of Section 1081:

1081-4 EPOXY RESIN ADHESIVE FOR BONDING TRAFFIC MARKINGS

(A) General

This section covers epoxy resin adhesive for bonding traffic markers to pavement surfaces.

(B) Classification

The types of epoxies and their uses are as shown below:

Type I – Rapid Setting, High Viscosity, Epoxy Adhesive. This type of adhesive provides rapid adherence to traffic markers to the surface of pavement.

Type II – Standard Setting, High Viscosity, Epoxy Adhesive. This type of adhesive is recommended for adherence of traffic markers to pavement surfaces when rapid set is not required.

Type III – Rapid Setting, Low Viscosity, Water Resistant, Epoxy Adhesive. This type of rapid setting adhesive, due to its low viscosity, is appropriate only for use with embedded traffic markers.

Type IV – Standard Set Epoxy for Blade Deflecting-Type Plowable Markers.

(C) Requirements

Epoxies shall conform to the requirements set forth in AASHTO M 237.

(D) Prequalification

Refer to Subarticle 1081-1(E).

(E) Acceptance

Refer to Subarticle 1081-1(F).

Page 10-173, Article 1084-2, STEEL SHEET PILES, lines 37-38, replace first paragraph with the following:

Steel sheet piles detailed for permanent applications shall be hot rolled and meet ASTM A572 or ASTM A690 unless otherwise required by the plans. Steel sheet piles shall be coated as required by the plans. Galvanized sheet piles shall be coated in accordance with Section 1076. Metallized sheet piles shall be metallized in accordance to the Project Special Provision “Thermal Sprayed Coatings (Metallization)” with an 8 mil, 99.9% aluminum alloy coating and a 0.5 mil seal coating. Any portion of the metallized sheet piling encased in concrete shall receive a barrier coat. The barrier coat shall be an approved waterborne coating with a low-viscosity which readily absorbs into the pores of the aluminum thermal sprayed coating. The waterborne coating shall be applied at a spreading rate that results in a theoretical 1.5 mil dry film thickness. The manufacturer shall issue a letter of certification that the resin chemistry of the waterborne coating is compatible with the 99.9% aluminum thermal sprayed alloy and suitable for tidal water applications.

Page 10-174, Subarticle 1086-1(B)(1), Epoxy, lines 18-24, replace with the following:

The epoxy shall meet Article 1081-4.

The 2 types of epoxy adhesive which may be used are Type I, Rapid Setting, and Type II, Standard Setting. Use Type II when the pavement temperature is above 60°F or per the manufacturer’s recommendations whichever is more stringent. Use Type I when the pavement temperature is between 50°F and 60°F or per the manufacturer’s recommendations whichever is more stringent. Epoxy adhesive Type I, Cold Set, may be used to attach temporary pavement markers to the pavement surface when the pavement temperature is between 32°F and 50°F or per the manufacturer’s recommendations whichever is more stringent.

Page 10-175, Subarticle 1086-2(E), Epoxy Adhesives, line 27, replace “Section 1081” with “Article 1081-4”.

Page 10-177, Subarticle 1086-3(E), Epoxy Adhesives, line 22, replace “Section 1081” with “Article 1081-4”.

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

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

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

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

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

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

SELECT MATERIAL, CLASS III, TYPE 3:

(1-17-12)

1016, 1044

SP10 R05

Revise the *2012 Standard Specifications* as follows:

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

Type 3 Select Material

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

Percentage of Total by Weight Passing							
3/8”	#4	#8	#16	#30	#50	#100	#200
100	95-100	65-100	35-95	15-75	5-35	0-25	0-8

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

Page 10-62, Article 1044-1, line 36, delete the sentence and replace with the following: Subdrain fine aggregate shall meet Class III select material, Type 1 or Type 3.

Page 10-63, Article 1044-2, line 2, delete the sentence and replace with the following: Subdrain coarse aggregate shall meet Class V select material.

SANDBAG HEADWALLS:

(1-17-12)

420-9, 801-2, 1264-3

SPI 8-36

Description

Construct sandbag headwalls for temporary pipes in accordance with the contract. Sandbag headwalls are only for temporary applications and removed when no longer needed. When reinforced sandbag headwalls are required, install geotextile reinforcement as shown in the plans.

Materials

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

Item	Section
Anchor Pins	1056-2
Geotextiles	1056
Reinforcing Steel	1070
Select Material	1016
Wire Staples	1060-8(D)

Provide Type 5 geotextile for geotextile reinforcement with wide width tensile strengths at ultimate in the machine direction (MD) as shown in the plans. Use 8” long steel spikes or 24” long #4 reinforcing steel bars to connect sandbags. Use Class III select material to fill acrylic sandbags that meet the Federal Commercial Item Description A-A-52140A. Provide Type 3 material certifications in accordance with Article 106-3 of the *2012 Standard Specifications* for sandbags.

Construction Methods

Install temporary pipes and excavate as necessary for sandbag headwalls in accordance with the contract. Notify the Engineer when foundation excavation is complete. Do not place geotextile reinforcement or sandbags until excavation dimensions and foundation material are approved.

When reinforced sandbag headwalls are required, place geotextile reinforcement with the orientation, dimensions and number of layers shown in the plans and in slight tension free of kinks, folds, wrinkles or creases. Install geotextile reinforcement with the MD perpendicular to the headwall face. The MD is the direction of the length or long dimension of the geotextile roll. Do not splice or overlap geotextile reinforcement in the MD so seams are parallel to the headwall face.

Fill sandbags so when tied each bag is approximately 13” wide, 21” long and 4” to 5” thick. Stack sandbags with no negative batter (wall face leaning forward) so the headwall position is as shown in the plans. Do not leave any gaps between sandbags and pipes. Stagger sandbags from the row above

and below and connect bags with spikes or reinforcing bars as shown in the plans. Construct sandbag headwalls with the wall face as near to vertical as possible and within 3” of the horizontal and vertical alignment shown in the plans.

When reinforced sandbag headwalls are required, wrap geotextile reinforcement at the headwall face as shown in the plans. Extend geotextile reinforcement at least 3 ft back behind sandbags into backfill and cover reinforcement with at least 3” of backfill. Overlap adjacent geotextile reinforcement at least 18” with seams oriented perpendicular to the headwall face. Hold geotextile reinforcement in place with wire staples or anchor pins as needed.

Backfill sandbag headwalls in accordance with the contract. Place backfill in 8” to 10” thick lifts and compact backfill in accordance with Subarticle 235-3(C) of the *2012 Standard Specifications*. Use only hand operated compaction equipment to compact backfill within 3 ft of sandbags.

Do not displace or damage geotextile reinforcement when placing and compacting backfill. Do not operate heavy equipment on geotextile reinforcement until it is covered with at least 8” of backfill. Replace any damaged geotextile reinforcement to the satisfaction of the Engineer.

After sandbag headwalls are no longer needed, remove headwalls and dispose of materials.

Measurement and Payment

Sandbag Headwalls will be measured and paid in square feet. Sandbag headwalls will be measured as the square feet of exposed headwall face area and no measurement will be made for openings in headwalls for temporary pipes.

The contract unit price for *Sandbag Headwalls* will be full compensation for providing labor, tools, equipment and headwall materials, excavating, backfilling, hauling and removing excavated materials, filling sandbags, removing headwalls and disposing of materials and supplying geotextile reinforcement, sandbags, select material, stakes, reinforcing bars and any incidentals necessary to construct sandbag headwalls.

Payment will be made under:

Pay Item	Pay Unit
Sandbag Headwalls	Square Foot

SHOULDER AND SLOPE BORROW:

(3-19-13) 1019 SP10 R10

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

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

TABLE 1019-1A

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

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

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

GROUT PRODUCTION AND DELIVERY:

(3-17-15)

1003

SP10 R20

Revise the *2012 Standard Specifications* as follows:

Replace Section 1003 with the following:

SECTION 1003

GROUT PRODUCTION AND DELIVERY

1003-1 DESCRIPTION

This section addresses cement grout to be used for structures, foundations, retaining walls, concrete barriers, embankments, pavements and other applications in accordance with the contract. Produce non-metallic grout composed of Portland cement and water and at the Contractor’s option or as required, aggregate and pozzolans. Include chemical admixtures as required or needed. Provide sand cement or neat cement grout as required. Define “sand cement grout” as grout with only fine aggregate and “neat cement grout” as grout without aggregate.

The types of grout with their typical uses are as shown below:

Type 1 – A cement grout with only a 3-day strength requirement and a fluid consistency that is typically used for filling subsurface voids.

Type 2 – A nonshrink grout with strength, height change and flow conforming to ASTM C1107 that is typically used for foundations, ground anchors and soil nails.

Type 3 – A nonshrink grout with high early strength and freeze-thaw durability requirements that is typically used in pile blockouts, grout pockets, shear keys, dowel holes and recesses for concrete barriers and structures.

Type 4 – A neat cement grout with low strength, a fluid consistency and high fly ash content that is typically used for slab jacking.

Type 5 – A low slump, low mobility sand cement grout with minimal strength that is typically used for compaction grouting.

1003-2 MATERIALS

Refer to Division 10.

Item	Section
Chemical Admixtures	1024-3
Fine Aggregate	1014-1
Fly Ash	1024-5
Ground Granulated Blast Furnace Slag	1024-6
Portland Cement	1024-1
Silica Fume	1024-7
Water	1024-4

Do not use grout that contains soluble chlorides or more than 1% soluble sulfate. At the Contractor's option, use an approved packaged grout instead of the materials above except for water. Use packaged grouts that are on the NCDOT Approved Products List.

Use admixtures for grout that are on the NCDOT Approved Products List or other admixtures in accordance with Subarticle 1024-3(E) except do not use concrete additives or unclassified or other admixtures in Type 4 or 5 grout. Use Class F fly ash for Type 4 grout and Type II Portland cement for Type 5 grout.

Use well graded rounded aggregate with a gradation, liquid limit (LL) and plasticity index (PI) that meet Table 1003-1 for Type 5 grout. Fly ash may be substituted for a portion of the fines in the aggregate. Do not use any other pozzolans in Type 5 grout.

TABLE 1003-1 AGGREGATE REQUIREMENTS FOR TYPE 5 GROUT			
Gradation		Maximum Liquid Limit	Maximum Plasticity Index
Sieve Designation per AASHTO M 92	Percentage Passing (% by weight)		
3/8"	100	N/A	N/A
No. 4	70 – 95		
No. 8	50 – 90		
No. 16	30 – 80		
No. 30	25 – 70		
No. 50	20 – 50		
No. 100	15 – 40		
No. 200	10 – 30	25	10

1003-3 COMPOSITION AND DESIGN

When using an approved packaged grout, a grout mix design submittal is not required. Otherwise, submit proposed grout mix designs for each grout mix to be used in the work. Mixes for all grout shall be designed by a Certified Concrete Mix Design Technician or an Engineer licensed by the State of North Carolina. Mix proportions shall be determined by a testing laboratory approved by the Department. Base grout mix designs on laboratory trial batches that meet Table 1003-2 and this section. With permission, the Contractor may use a

quantity of chemical admixture within the range shown on the current list of approved admixtures maintained by the Materials and Tests Unit.

Submit grout mix designs in terms of saturated surface dry weights on Materials and Tests Form 312U at least 35 days before proposed use. Adjust batch proportions to compensate for surface moisture contained in the aggregates at the time of batching. Changes in the saturated surface dry mix proportions will not be permitted unless revised grout mix designs have been submitted to the Engineer and approved.

Accompany Materials and Tests Form 312U with a listing of laboratory test results of compressive strength, density and flow or slump and if applicable, aggregate gradation, durability and height change. List the compressive strength of at least three 2" cubes at the age of 3 and 28 days.

The Engineer will review the grout mix design for compliance with the contract and notify the Contractor as to its acceptability. Do not use a grout mix until written notice has been received. Acceptance of the grout mix design or use of approved packaged grouts does not relieve the Contractor of his responsibility to furnish a product that meets the contract. Upon written request from the Contractor, a grout mix design accepted and used satisfactorily on any Department project may be accepted for use on other projects.

Perform laboratory tests in accordance with the following test procedures:

Property	Test Method
Aggregate Gradation ^A	AASHTO T 27
Compressive Strength	AASHTO T 106
Density (Unit Weight)	AASHTO T 121, AASHTO T 133 ^B , ANSI/API RPC ^C 13B-1 ^B (Section 4, Mud Balance)
Durability	AASHTO T 161 ^D
Flow	ASTM C939 (Flow Cone)
Height Change	ASTM C1090 ^E
Slump	AASHTO T 119

A. Applicable to grout with aggregate.

B. Applicable to Neat Cement Grout.

C. American National Standards Institute/American Petroleum Institute Recommended Practice.

D. Procedure A (Rapid Freezing and Thawing in Water) required.

E. Moist room storage required.

1003-4 GROUT REQUIREMENTS

Provide grout types in accordance with the contract. Use grouts with properties that meet Table 1003-2. The compressive strength of the grout will be considered the average compressive strength test results of three 2" cubes at each age. Make cubes that meet AASHTO T 106 from the grout delivered for the work or mixed on-site. Make cubes at such frequencies as the Engineer may determine and cure them in accordance with AASHTO T 106.

TABLE 1003-2 GROUT REQUIREMENTS					
Type of Grout	Minimum Compressive Strength at		Height Change at 28 days	Flow^A/Slump^B	Minimum Durability Factor
	3 days	28 days			
1	3,000 psi	–	–	10 – 30 sec	–
2	Table 1 ^C			Fluid Consistency ^C	–
3	5,000 psi	–	0 – 0.2%	Per Accepted Grout Mix Design/ Approved Packaged Grout	80
4 ^D	600 psi	1,500 psi	–	10 – 26 sec	–
5	–	500 psi	–	1 – 3"	–

A. Applicable to Type 1 through 4 grouts.

B. Applicable to Type 5 grout.

C. ASTM C1107.

D. Use Type 4 grout with proportions by volume of 1 part cement and 3 parts fly ash.

1003-5 TEMPERATURE REQUIREMENTS

When using an approved packaged grout, follow the manufacturer's instructions for grout and air temperature at the time of placement. Otherwise, the grout temperature at the time of placement shall be not less than 50°F nor more than 90°F. Do not place grout when the air temperature measured at the location of the grouting operation in the shade away from artificial heat is below 40°F.

1003-6 ELAPSED TIME FOR PLACING GROUT

Agitate grout continuously before placement. Regulate the delivery so the maximum interval between the placing of batches at the work site does not exceed 20 minutes. Place grout before exceeding the times in Table 1003-3. Measure the elapsed time as the time between adding the mixing water to the grout mix and placing the grout.

TABLE 1003-3 ELAPSED TIME FOR PLACING GROUT (with continuous agitation)		
Air or Grout Temperature, Whichever is Higher	Maximum Elapsed Time	
	No Retarding Admixture Used	Retarding Admixture Used
90°F or above	30 minutes	1 hr. 15 minutes
80°F through 89°F	45 minutes	1 hr. 30 minutes
79°F or below	60 minutes	1 hr. 45 minutes

1003-7 MIXING AND DELIVERY

Use grout free of any lumps and undispersed cement. When using an approved packaged grout, mix grout in accordance with the manufacturer’s instructions. Otherwise, comply with Articles 1000-8 through 1000-12 to the extent applicable for grout instead of concrete.

GEOSYNTHETICS:

(2-16-16)

1056

SP10 R25

Revise the *2012 Standard Specifications* as follows:

Replace Section 1056 with the following:

SECTION 1056 GEOSYNTHETICS

1056-1 DESCRIPTION

Provide geosynthetics for subsurface drainage, separation, stabilization, reinforcement, erosion control, filtration and other applications in accordance with the contract. Use geotextiles, geocomposite drains and geocells that are on the NCDOT Approved Products List. Prefabricated geocomposite drains include sheet, strip and vertical drains (PVDs), i.e., “wick drains” consisting of a geotextile attached to and/or encapsulating a plastic drainage core. Geocells are comprised of ultrasonically welded polymer strips that when expanded form a 3D honeycomb grid that is typically filled with material to support vegetation.

If necessary or required, hold geotextiles and sheet drains in place with new wire staples, i.e., “sod staples” that meet Subarticle 1060-8(D) or new anchor pins. Use steel anchor pins with a diameter of at least 3/16" and a length of at least 18" and with 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".

1056-2 HANDLING AND STORING

Load, transport, unload and store geosynthetics so geosynthetics are kept clean and free of damage. Label, ship and store geosynthetics in accordance with Section 7 of AASHTO M 288. Geosynthetics with defects, flaws, deterioration or damage will be rejected. Do not unwrap geosynthetics until just before installation. Do not leave geosynthetics exposed for more than 7 days before covering except for geosynthetics for temporary wall faces and erosion control.

1056-3 CERTIFICATIONS

Provide Type 1, Type 2 or Type 4 material certifications in accordance with Article 106-3 for geosynthetics. Define “minimum average roll value” (MARV) in accordance with ASTM D4439. Provide certifications with MARV for geosynthetic properties as required. Test geosynthetics using laboratories accredited by the Geosynthetic Accreditation Institute (GAI) to perform the required test methods. Sample geosynthetics in accordance with ASTM D4354.

1056-4 GEOTEXTILES

When required, sew geotextiles together in accordance with Article X1.1.4 of AASHTO M 288. Provide sewn seams with seam strengths meeting the required strengths for the geotextile type and class specified.

Provide geotextile types and classes in accordance with the contract. Geotextiles will be identified by the product name printed directly on the geotextile. When geotextiles are not marked with a product name or marked with only a manufacturing plant identification code, geotextiles will be identified by product labels attached to the geotextile wrapping. When identification is based on labels instead of markings, unwrap geotextiles just before use in the presence of the Engineer to confirm that the product labels on both ends of the outside of the geotextile outer wrapping match the labels affixed to both ends of the inside of the geotextile roll core. Partial geotextile rolls without the product name printed on the geotextile or product labels affixed to the geotextile roll core may not be used.

Use woven or nonwoven geotextiles with properties that meet Table 1056-1. Define “machine direction” (MD) and “cross-machine direction” (CD) in accordance with ASTM D4439.

**TABLE 1056-1
GEOTEXTILE REQUIREMENTS**

Property	Requirement					Test Method
	Type 1	Type 2	Type 3 ^A	Type 4	Type 5 ^B	
<i>Typical Application</i>	<i>Shoulder Drains</i>	<i>Under Rip Rap</i>	<i>Silt Fence Fabric</i>	<i>Soil Stabilization</i>	<i>Temporary Walls</i>	
Elongation (MD & CD)	≥ 50%	≥ 50%	≤ 25%	< 50%	< 50%	ASTM D4632
Grab Strength (MD & CD)	Table 1 ^D , Class 3	Table 1 ^D , Class 1	100 lb ^C	Table 1 ^D , Class 3	-	ASTM D4632
Tear Strength (MD & CD)			-			ASTM D4533
Puncture Strength			-			ASTM D6241
Ultimate Tensile Strength (MD & CD)	-	-	-	-	2,400 lb/ft ^C (unless required otherwise in the contract)	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 0.075mm	Table 7 ^D	Table 5 ^D	0.20 sec ^{-1,C}	ASTM D4491
Apparent Opening Size					0.60 mm ^E	ASTM D4751
UV Stability (Retained Strength)					70% ^C (after 500 hr of exposure)	ASTM D4355

- A. Minimum roll width of 36" required.
- B. Minimum roll width of 13 ft required.
- C. MARV per Article 1056-3.
- D. AASHTO M 288.
- E. Maximum average roll value.

1056-5 GEOCOMPOSITE DRAINS

Provide geocomposite drain types in accordance with the contract and with properties that meet Table 1056-2.

**TABLE 1056-2
GEOCOMPOSITE DRAIN REQUIREMENTS**

Property	Requirement			Test Method
	Sheet Drain	Strip Drain	Wick Drain	
Width	≥ 12" (unless required otherwise in the contract)	12" ±1/4"	4" ±1/4"	N/A
In-Plane Flow Rate ^A	6 gpm/ft	15 gpm/ft	1.5 gpm ^B	ASTM

(with gradient of 1.0 and 24-hour seating period)	@ applied normal compressive stress of 10 psi	@ applied normal compressive stress of 7.26 psi	@ applied normal compressive stress of 40 psi	D4716
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A. MARV per Article 1056-3.

B. Per 4" drain width.

For sheet and strip drains, use accessories (e.g., pipe outlets, connectors, fittings, etc.) recommended by the Drain Manufacturer. Provide sheet and strip drains with Type 1 geotextiles heat bonded or glued to HDPE, polypropylene or high impact polystyrene drainage cores that meet Table 1056-3.

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

For wick drains with a geotextile wrapped around a corrugated drainage core and seamed to itself, use drainage cores with an ultimate tensile strength of at least 225 lb per 4" width in accordance with ASTM D4595 and geotextiles with properties that meet Table 1056-4.

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	0.7 sec ^{-1,B}	ASTM D4491
Apparent Opening Size (AOS)	Table 2 ^A ,	ASTM D4751
UV Stability (Retained Strength)	> 50% <i>in Situ</i> Soil Passing 0.075 mm	ASTM D4355

A. 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 lb/ft in accordance with ASTM D4595 and geotextiles with a permittivity, AOS and UV stability that meet Table 1056-4.

1056-6 GEOCELLS

Geocells will be identified by product labels attached to the geocell wrapping. Unwrap geocells just before use in the presence of the Engineer. Previously opened geocell products will be rejected.

Manufacture geocells from virgin polyethylene resin with no more than 10% rework, also called “regrind”, materials. Use geocells made from textured and perforated HDPE strips with an open area of 10% to 20% and properties that meet Table 1056-5.

**TABLE 1056-5
GEOCELL REQUIREMENTS**

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

A. Environmental Stress Crack Resistance.

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

C. US Army Corps of Engineers.

Provide geocell accessories (e.g., stakes, pins, clips, staples, rings, tendons, anchors, deadmen, etc.) recommended by the Geocell Manufacturer.

PROJECT SPECIAL PROVISIONS – EROSION CONTROL

STABILIZATION REQUIREMENTS:

(5-1-15)

S-4

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

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

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

SEEDING AND MULCHING:

(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
4000#	Limestone

May 1 - September 1

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

Approved Tall Fescue Cultivars

06 Dust	Escalade	Justice	Scorpion
2 nd Millennium	Essential	Kalahari	Serengeti
3 rd Millennium	Evergreen 2	Kentucky 31*	Shelby
Apache III	Falcon IV	Kitty Hawk 2000	Sheridan
Avenger	Falcon NG	Legitimate	Signia
Barlexas	Falcon V	Lexington	Silver Hawk
Barlexas II	Faith	LSD	Sliverstar
Bar Fa	Fat Cat	Magellan	Shenandoah Elite
Barrera	Festnova	Matador	Sidewinder
Barrington	Fidelity	Millennium SRP	Skyline
Barrobusto	Finelawn Elite	Monet	Solara
Barvado	Finelawn Xpress	Mustang 4	Southern Choice II
Biltmore	Finesse II	Ninja 2	Speedway
Bingo	Firebird	Ol' Glory	Spyder LS
Bizem	Firecracker LS	Olympic Gold	Sunset Gold
Blackwatch	Firenza	Padre	Taccoa
Blade Runner II	Five Point	Patagonia	Tanzania
Bonsai	Focus	Pedigree	Trio
Braveheart	Forte	Picasso	Tahoe II
Bravo	Garrison	Piedmont	Talladega
Bullseye	Gazelle II	Plantation	Tarheel
Cannavaro	Gold Medallion	Proseeds 5301	Terrano
Catalyst	Grande 3	Prospect	Titan ltd
Cayenne	Greenbrooks	Pure Gold	Titanium LS
Cessane Rz	Greenkeeper	Quest	Tracer
Chipper	Gremlin	Raptor II	Traverse SRP
Cochise IV	Greystone	Rebel Exeda	Tulsa Time
Constitution	Guardian 21	Rebel Sentry	Turbo
Corgi	Guardian 41	Rebel IV	Turbo RZ
Corona	Hemi	Regiment II	Tuxedo RZ
Coyote	Honky Tonk	Regenerate	Ultimate
Darlington	Hot Rod	Rendition	Venture
Davinci	Hunter	Rhambler 2 SRP	Umbrella
Desire	Inferno	Rembrandt	Van Gogh
Dominion	Innovator	Reunion	Watchdog
Dynamic	Integrity	Riverside	Wolfpack II
Dynasty	Jaguar 3	RNP	Xtremegreen
Endeavor	Jamboree	Rocket	

***Note: Kentucky 31 will no longer be an approved NCDOT Tall Fescue Cultivar after December 31, 2015.**

Approved Kentucky Bluegrass Cultivars:

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

Approved Hard Fescue Cultivars:

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

On cut and fill slopes 2:1 or steeper add 20# Sericea Lespedeza 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*.

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.

ENVIRONMENTALLY SENSITIVE AREAS:

Description

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

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

Construction Methods

(A) Clearing and Grubbing

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

(B) Grading

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

(C) Temporary Stream Crossings

Any crossing of streams within the limits of this project shall be accomplished in accordance with the requirements of Subarticle 107-13(B) of the *Standard Specifications*.

(D) Seeding and Mulching

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

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

(E) Stage Seeding

The work covered by this section shall consist of the establishment of a vegetative cover on cut and fill slopes as grading progresses. Seeding and mulching shall be done in stages on cut and fill slopes that are greater than 20 feet in height measured along the slope, or greater than 2 ACR 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.

NATIVE GRASS SEEDING AND MULCHING (West)

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

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

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

Approved Creeping Red Fescue Cultivars:

Aberdeen Boreal Epic Cindy Lou

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*.

IMPERVIOUS DIKE:

Description

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

Materials

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

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

Measurement and Payment

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

Payment will be made under:

Pay Item	Pay Unit
Impervious Dike	Linear Foot

MINIMIZE REMOVAL OF VEGETATION:

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

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 re-vegetated 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	Pay Unit
Response for Erosion Control	Each

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

Description

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

Materials

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

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

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

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

A. The PAM product used shall be listed on the North Carolina Department of Environment and Natural Resources (NCDENR) Division of Water Quality (DWQ) web site as an approved PAM product for use in North Carolina.

Construction Methods

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

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

Apply PAM at a rate of 3.5 ounces over the center portion of the Temporary Rock Silt Checks Type A and matting where the water is going to flow over. PAM applications shall be done during construction activities and after every rainfall event that is equal to or exceeds 0.50 in.

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

Measurement and Payment

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

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

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

Payment will be made under:

Pay Item	Pay Unit
Polyacrylamide(PAM)	Pound

STOCKPILE AREAS:

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

ACCESS AND HAUL ROADS:

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

WASTE AND BORROW SOURCES:

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

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

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

http://www.ncdot.gov/doh/operations/dp_chief_eng/roadside/fieldops/downloads/Files/ContractedReclamationProcedures.pdf

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

PERMANENT SOIL REINFORCEMENT MAT:

Description

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

Materials

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

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

Maximum Allowable Velocity (Vegetated) Performance Bench Test ≥ 16.0 ft/s

*ASTM D1682 Tensile Strength and % strength retention of material after 1000 hours of exposure.

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

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

Construction Methods

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

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

Measurement and Payment

Permanent Soil Reinforcement Mat will be measured and paid for as the actual number of square yards measured along the surface of the ground over which Permanent Soil Reinforcement Mat is installed and accepted. Overlaps will not be included in the measurement, and will be considered as incidental to the work. Such payment shall be full compensation for furnishing and installing the mat, including overlaps, and for all required maintenance.

Payment will be made under:

Pay Item	Pay Unit
Permanent Soil Reinforcement Mat	Square Yard

**WATTLE:
Description**

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

Materials

Wattle shall meet the following specifications:

- 100% Curled Wood (Excelsior) Fibers
- Minimum Diameter 12 in.
- Minimum Density 2.5 lb/ft³ +/- 10%
- Net Material Synthetic

Net Openings	1 in. x 1 in.
Net Configuration	Totally Encased
Minimum Weight	20 lb. +/- 10% per 10 ft. length

Anchors: Stakes shall be used as anchors.

Wooden Stakes:

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

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

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

Construction Methods

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

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

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

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

Measurement and Payment

Wattle 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 *Wattle*.

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.

Payment will be made under:

Pay Item	Pay Unit
Wattle	Linear Foot

CONCRETE WASHOUT STRUCTURE:

(1-19-16)

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 waste water.

Materials

Item	Section
Temporary Silt Fence	1605

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

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

Construction Methods

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

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

Post a sign with the words "Concrete Washout" in close proximity of the concrete washout area, so it is clearly visible to site personnel.

The construction details for the above grade and below grade concrete washout structures can be found on the following web page link:

http://www.ncdot.gov/doh/operations/dp_chief_eng/roadside/soil_water/details/

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 are approved then those details 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*.

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

PROJECT SPECIAL PROVISIONS – STRUCTURE

FALSEWORK AND FORMWORK

(4-5-12)

1.0 DESCRIPTION

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

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

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

2.0 MATERIALS

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

3.0 DESIGN REQUIREMENTS

A. Working Drawings

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

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

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

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

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

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

Member Type (PCG)	Member Depth, (inches)	Max. Overhang Width, (inches)	Max. Slab Edge Thickness, (inches)	Max. Screed Wheel Weight, (lbs.)	Bracket Min. Vertical Leg Extension, (inches)
II	36	39	14	2000	26
III	45	42	14	2000	35
IV	54	45	14	2000	44
MBT	63	51	12	2000	50
MBT	72	55	12	1700	48

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

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

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

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

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

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

Falsework hangers that support concentrated loads and are installed at the edge of thin top flange concrete girders (such as bulb tee girders) shall be spaced so as not to exceed 75% of the manufacturer's stated safe working load. Use of dual leg hangers (such as Meadow

Burke HF-42 and HF-43) are not allowed on concrete girders with thin top flanges. Design the falsework and forms supporting deck slabs and overhangs on girder bridges so that there will be no differential settlement between the girders and the deck forms during placement of deck concrete.

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

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

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

1. Wind Loads

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

Table 2.2 - Wind Pressure Values

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

2. Time of Removal

The following requirements replace those of Article 3.4.8.2.

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

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

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

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

B. Review and Approval

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

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

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

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

4.0 CONSTRUCTION REQUIREMENTS

All requirements of Section 420 of the Standard Specifications apply.

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

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

A. Maintenance and Inspection

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

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

B. Foundations

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

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

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

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

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

5.0 REMOVAL

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

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

6.0 METHOD OF MEASUREMENT

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

7.0 BASIS OF PAYMENT

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

SUBMITTAL OF WORKING DRAWINGS (6-19-15)

1.0 GENERAL

Submit working drawings in accordance with Article 105-2 of the *Standard Specifications* and this provision. For this provision, “submittals” refers to only those listed in this provision. The list of submittals contained herein does not represent a list of required submittals for the project. Submittals are only necessary for those items as required by the contract. Make submittals that are not specifically noted in this provision directly to the Engineer. Either the Structures Management Unit or the Geotechnical Engineering Unit or both units will jointly review submittals.

If a submittal contains variations from plan details or specifications or significantly affects project cost, field construction or operations, discuss the submittal with and submit all copies to the Engineer. State the reason for the proposed variation in the submittal. To minimize review time, make sure all submittals are complete when initially submitted. Provide a contact name and information with each submittal. Direct any questions regarding submittal requirements to the Engineer, Structures Management Unit contacts or the Geotechnical Engineering Unit contacts noted below.

In order to facilitate in-plant inspection by NCDOT and approval of working drawings, provide the name, address and telephone number of the facility where fabrication will actually be done if different than shown on the title block of the submitted working drawings. This includes, but is

not limited to, precast concrete items, prestressed concrete items and fabricated steel or aluminum items.

2.0 ADDRESSES AND CONTACTS

For submittals to the Structures Management Unit, use the following addresses:

Via US mail:

Mr. T. K. Koch, P. E.
State Structures Engineer
North Carolina Department
of Transportation
Structures Management Unit
1581 Mail Service Center
Raleigh, NC 27699-1581

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

Via other delivery service:

Mr. T. K. Koch, P. E.
State Structures Engineer
North Carolina Department
of Transportation
Structures Management Unit
1000 Birch Ridge Drive
Raleigh, NC 27610

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

Submittals may also be made via email.

Send submittals to:

plambert@ncdot.gov (Paul Lambert)

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

jgaither@ncdot.gov (James Gaither)

mrorie@ncdot.gov (Madonna Rorie)

For submittals to the Geotechnical Engineering Unit, use the following addresses:

For projects in Divisions 1-7, use the following Eastern Regional Office address:

Via US mail:

Mr. K. J. Kim, Ph. D., P. E.
Eastern Regional Geotechnical
Manager
North Carolina Department
of Transportation
Geotechnical Engineering Unit
Eastern Regional Office
1570 Mail Service Center
Raleigh, NC 27699-1570

Via other delivery service:

Mr. K. J. Kim, Ph. D., P. E.
Eastern Regional Geotechnical
Manager
North Carolina Department
of Transportation
Geotechnical Engineering Unit
Eastern Regional Office
3301 Jones Sausage Road, Suite 100
Garner, NC 27529

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

Via US mail:

Mr. Eric Williams, P. E.
Western Regional Geotechnical
Manager
North Carolina Department
of Transportation
Geotechnical Engineering Unit

Via other delivery service:

Mr. Eric Williams, P. E.
Western Region Geotechnical
Manager
North Carolina Department
of Transportation
Geotechnical Engineering Unit

Western Regional Office
 5253 Z Max Boulevard
 Harrisburg, NC 28075

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 web site, via the “Drawing Submittal Status” link.

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

Primary Structures Contact: Paul Lambert (919) 707 – 6407
 (919) 250 – 4082 facsimile
plambert@ncdot.gov

Secondary Structures Contacts: James Gaither (919) 707 – 6409
 Madonna Rorie (919) 707 – 6508

Eastern Regional Geotechnical Contact (Divisions 1-7):
 K. J. Kim (919) 662 – 4710
 (919) 662 – 3095 facsimile
kkim@ncdot.gov

Western Regional Geotechnical Contact (Divisions 8-14):
 Eric Williams (704) 455 – 8902
 (704) 455 – 8912 facsimile
ewilliams3@ncdot.gov

3.0 SUBMITTAL COPIES

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

The first table below covers “Structure Submittals”. The Engineer will receive review comments and drawing markups for these submittals from the Structures Management Unit. The second table in this section covers “Geotechnical Submittals”. The Engineer will receive review comments and drawing markups for these submittals from the Geotechnical Engineering Unit.

Unless otherwise required, submit one set of supporting calculations to either the Structures Management Unit or the Geotechnical Engineering Unit unless both units require submittal copies in which case submit a set of supporting calculations to each unit. Provide additional copies of any submittal as directed.

STRUCTURE SUBMITTALS

Submittal	Copies Required by Structures Management Unit	Copies Required by Geotechnical Engineering Unit	Contract Reference Requiring Submittal ¹
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Arch Culvert Falsework	5	0	Plan Note, SN Sheet & “Falsework and Formwork”
Box Culvert Falsework ⁷	5	0	Plan Note, SN Sheet & “Falsework and Formwork”
Cofferdams	6	2	Article 410-4
Foam Joint Seals ⁶	9	0	“Foam Joint Seals”
Expansion Joint Seals (hold down plate type with base angle)	9	0	“Expansion Joint Seals”
Expansion Joint Seals (modular)	2, then 9	0	“Modular Expansion Joint Seals”
Expansion Joint Seals (strip seals)	9	0	“Strip Seals”
Falsework & Forms ² (substructure)	8	0	Article 420-3 & “Falsework and Formwork”
Falsework & Forms (superstructure)	8	0	Article 420-3 & “Falsework and Formwork”
Girder Erection over Railroad	5	0	Railroad Provisions
Maintenance and Protection of Traffic Beneath Proposed Structure	8	0	“Maintenance and Protection of Traffic Beneath Proposed Structure at Station ____”
Metal Bridge Railing	8	0	Plan Note
Metal Stay-in-Place Forms	8	0	Article 420-3
Metalwork for Elastomeric Bearings ^{4,5}	7	0	Article 1072-8
Miscellaneous Metalwork ^{4,5}	7	0	Article 1072-8
Disc Bearings ⁴	8	0	“Disc Bearings”
Overhead and Digital Message Signs (DMS) (metalwork and foundations)	13	0	Applicable Provisions
Placement of Equipment on Structures (cranes, etc.)	7	0	Article 420-20
Precast Concrete Box Culverts	2, then 1 reproducible	0	“Optional Precast Reinforced Concrete Box Culvert at Station ____”

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

FOOTNOTES

- 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*.
- Submittals for these items are necessary only when required by a note on plans.
- Submittals for these items may not be required. A list of pre-approved sequences is available from the producer or the Materials & Tests Unit.
- The fabricator may submit these items directly to the Structures Management Unit.
- The two sets of preliminary submittals required by Article 1072-8 of the *Standard Specifications* are not required for these items.
- Submittals for Fabrication Drawings are not required. Submittals for Catalogue Cuts of Proposed Material are required. See Section 5.A of the referenced provision.

7. Submittals are necessary only when the top slab thickness is 18” or greater.

GEOTECHNICAL SUBMITTALS

Submittal	Copies Required by Geotechnical Engineering Unit	Copies Required by Structures Management Unit	Contract Reference Requiring Submittal ¹
Drilled Pier Construction Plans ²	1	0	Subarticle 411-3(A)
Crosshole Sonic Logging (CSL) Reports ²	1	0	Subarticle 411-5(A)(2)
Pile Driving Equipment Data Forms ^{2,3}	1	0	Subarticle 450-3(D)(2)
Pile Driving Analyzer (PDA) Reports ²	1	0	Subarticle 450-3(F)(3)
Retaining Walls ⁴	8 drawings, 2 calculations	2 drawings	Applicable Provisions
Temporary Shoring ⁴	5 drawings, 2 calculations	2 drawings	“Temporary Shoring” & “Temporary Soil Nail Walls”

FOOTNOTES

1. References are provided to help locate the part of the contract where the submittals are required. References in quotes refer to the provision by that name. Subarticles refer to the *Standard Specifications*.
2. Submit one hard copy of submittal to the Engineer. Submit a second copy of submittal electronically (PDF via email) or by facsimile, US mail or other delivery service to the appropriate Geotechnical Engineering Unit regional office. Electronic submission is preferred.
3. The Pile Driving Equipment Data Form is available from:
https://connect.ncdot.gov/resources/Geological/Pages/Geotech_Forms_Details.aspx
 See second page of form for submittal instructions.
4. Electronic copy of submittal is required. See referenced provision.

CRANE SAFETY (8-15-05)

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

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

CRANE SAFETY SUBMITTAL LIST

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

GROUT FOR STRUCTURES (9-30-11)

Description

This special provision addresses grout for use in pile blockouts, grout pockets, shear keys, dowel holes and recesses for structures. This provision does not apply to grout placed in post-tensioning ducts for bridge beams, girders, or decks. Mix and place grout in accordance with the manufacturer's recommendations, the applicable sections of the Standard Specifications and this provision.

Material Requirements

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

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

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

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

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

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

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

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

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

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

Sampling and Placement

Place and maintain components in final position until grout placement is complete and accepted. Concrete surfaces to receive grout shall be free of defective concrete, laitance, oil, grease and other foreign matter. Saturate concrete surfaces with clean water and remove excess water prior to placing grout.

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

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

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

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

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.

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 HHCUC. Notifications and Asbestos Permit applications require an original signature and must be submitted to the HHCUC 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 HHCUC 3768-R to HHCUC. Reference the North Carolina Administrative Code, Chapter 10A, Subchapter 41C, Article .0605 for directives on revision submissions.

Contact Information

Health Hazards Control Unit (HHCUC)
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 (HHCUC) 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

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.

STANDARD SPECIAL PROVISIONS

AVAILABILITY OF FUNDS – TERMINATION OF CONTRACTS

(5-20-08)

Z-2

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

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

Payment will be made on any contract terminated pursuant to the special provision in accordance with Subarticle 108-13(E) of the *2012 Standard Specifications*.

NCDOT GENERAL SEED SPECIFICATION FOR SEED QUALITY

(5-17-11)

Z-3

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

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

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

Tolerances established by the Association of Official Seed Analysts will generally be recognized. However, for the purpose of figuring pure live seed, the found pure seed and found germination percentages as reported by the North Carolina Department of Agriculture and Consumer Services,

Seed Testing Laboratory will be used. Allowances, as established by the NCDOT, will be recognized for minimum pure live seed as listed on the following pages.

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

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

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

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

FURTHER SPECIFICATIONS FOR EACH SEED GROUP ARE GIVEN BELOW:

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

 Sericea Lespedeza
 Oats (seeds)

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

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

 Bermudagrass
 Browntop Millet
 German Millet – Strain R
 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

Crownvetch

Pensacola Bahiagrass

Creeping Red Fescue

Japanese Millet

Reed Canary Grass

Zoysia

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

Barnyard Grass

Big Bluestem

Little Bluestem

Bristly Locust

Birdsfoot Trefoil

Indiangrass

Orchardgrass

Switchgrass

Yellow Blossom Sweet Clover

ERRATA

(1-17-12) (Rev. 04-21-15)

Z-4

Revise the *2012 Standard Specifications* as follows:

Division 2

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

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

Page 2-20, Subarticle 230-4(B), Contractor Furnished Sources, change references as follows:
Line 1, replace “(4) Buffer Zone” with “(c) Buffer Zone”; **Line 12**, replace “(5) Evaluation for

Potential Wetlands and Endangered Species” with “(d) Evaluation for Potential Wetlands and Endangered Species”; and **Line 33**, replace “(6) Approval” with “(4) Approval”.

Division 3

Page 3-1, after line 15, Article 300-2 Materials, replace “1032-9(F)” with “1032-6(F)”.

Division 4

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

Division 6

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

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

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

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

Division 7

Page 7-1, Article 700-3, CONCRETE HAULING EQUIPMENT, line 33, replace “completion” with “completion”.

Division 8

Page 8-23, line 10, Article 838-2 Materials, replace “Portland Cement Concrete, Class B” with “Portland Cement Concrete, Class A”.

Division 10

Page 10-166, Article 1081-3 Hot Bitumen, replace “Table 1081-16” with “Table 1081-2”, replace “Table 1081-17” with “Table 1081-3”, and replace “Table 1081-18” with “Table 1081-4”.

Division 12

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

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

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

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

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

Division 15

Page 15-4, Subarticle 1505-3(F) Backfilling, line 26, replace “Subarticle 235-4(C)” with “Subarticle 235-3(C)”.

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

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

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

Division 17

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

Revise the *2012 Roadway Standard Drawings* as follows:

1633.01 Sheet 1 of 1, English Standard Drawing for Matting Installation, replace “1633.01” with “1631.01”.

PLANT AND PEST QUARANTINES

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

(3-18-03)

Z-04a

Within Quarantined Area

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

Originating in a Quarantined County

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

Contact

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

Regulated Articles Include

1. Soil, sand, gravel, compost, peat, humus, muck, and decomposed manure, separately or with other articles. This includes movement of articles listed above that may be associated with cut/waste, ditch pulling, and shoulder cutting.
2. Plants with roots including grass sod.

3. Plant crowns and roots.
4. BuLB, corms, rhizomes, and tubers of ornamental plants.
5. Hay, straw, fodder, and plant litter of any kind.
6. Clearing and grubbing debris.
7. Used agricultural cultivating and harvesting equipment.
8. Used earth-moving equipment.
9. Any other products, articles, or means of conveyance, of any character, if determined by an inspector to present a hazard of spreading imported fire ant, gypsy moth, witchweed or other noxious weeds.

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.

AWARD OF CONTRACT

(6-28-77)(Rev 2/16/2016)

Z-6

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

TITLE VI AND NONDISCRIMINATION

I. Title VI Assurance

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:

(1) Compliance with Regulations: The contractor shall comply with the Regulation relative to nondiscrimination in Federally-assisted programs of the Department of Transportation (hereinafter, "DOT") Title 49, Code of Federal Regulations, Part 21, as they may be amended from time to time, (hereinafter referred to as the Regulations), which are herein incorporated by reference and made a part of this contract.

(2) 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 either directly or indirectly in the discrimination prohibited by section 21.5 of the Regulations, including employment practices when the contract covers a program set forth in Appendix B of the Regulations.

(3) 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 Regulations relative to nondiscrimination on the grounds of race, color, or national origin.

(4) Information and Reports: The contractor shall provide all information and reports required by the Regulations or 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 North Carolina Department of Transportation (NCDOT) or the Federal Highway Administration (FHWA) to be pertinent to ascertain compliance with such Regulations, orders and instructions. Where any information required of a contractor is in the exclusive possession of another who fails or refuses to furnish this information the contractor shall so certify to the NCDOT, or the FHWA as appropriate, and shall set forth what efforts it has made to obtain the information.

(5) Sanctions for Noncompliance: In the event of the contractor's noncompliance with the nondiscrimination provisions of this contract, the NCDOT shall impose such contract sanctions as it or the FHWA may determine to be appropriate, including, but not limited to:

- (a) Withholding of payments to the contractor under the contract until the contractor complies, and/or
- (b) Cancellation, termination or suspension of the contract, in whole or in part.

(6) Incorporation of Provisions: The contractor shall include the provisions of paragraphs (1) through (6) in every subcontract, including procurements of materials and leases of equipment, unless exempt by the Regulations, or directives issued pursuant thereto.

The contractor shall take such action with respect to any subcontractor procurement as the NCDOT or the FHWA may direct as a means of enforcing such provisions including sanctions for noncompliance: provided, however, that, in the event a contractor becomes involved in, or is threatened with, litigation with a subcontractor or supplier as a result of such direction, the contractor may request the NCDOT to enter into such litigation to protect the interests of the NCDOT, and, in addition, the contractor may request the United States to enter into such litigation to protect the interests of the United States.

II. Title VI Nondiscrimination Program

Title VI of the 1964 Civil Rights Act, 42 U.S.C. 2000d, provides that: "No person in the United States shall, on the grounds of race, color, or national origin, be excluded from participation in, be denied the

benefits of, or be subjected to discrimination under any program or activity receiving Federal financial assistance.” The broader application of nondiscrimination law is found in other statutes, executive orders, and regulations (see Section III, Pertinent Nondiscrimination Authorities), which provide additional protections based on age, sex, disability and religion. In addition, the 1987 Civil Rights Restoration Act extends nondiscrimination coverage to all programs and activities of federal-aid recipients and contractors, including those that are not federally-funded.

Nondiscrimination Assurance

The North Carolina Department of Transportation (NCDOT) hereby gives assurance that no person shall on the ground of race, color, national origin, sex, age, and disability, be excluded from participation in, be denied the benefits of, or be otherwise subjected to discrimination under any program or activity conducted by the recipient, as provided by Title VI of the Civil Rights Act of 1964, the Civil Rights Restoration Act of 1987, and any other related Civil Rights authorities, whether those programs and activities are federally funded or not.

Obligation

During the performance of this contract, the Contractor and its subcontractors are responsible for complying with NCDOT’s Title VI Program. The Contractor must ensure that NCDOT’s Notice of Nondiscrimination is posted in conspicuous locations accessible to all employees and subcontractors on the jobsite, along with the Contractor’s own Equal Employment Opportunity (EEO) Policy Statement. The Contractor shall physically incorporate this **“TITLE VI AND NONDISCRIMINATION”** language, in its entirety, into all its subcontracts on federally-assisted and state-funded NCDOT-owned projects, and ensure its inclusion by subcontractors into all subsequent lower tier subcontracts. The Contractor and its subcontractors shall also physically incorporate the **FHWA-1273**, in its entirety, into all subcontracts and subsequent lower tier subcontracts on Federal-aid highway construction contracts only. The Contractor is also responsible for making its subcontractors aware of NCDOT’s Discrimination Complaints Process, as follows:

FILING OF COMPLAINTS

- 1. Applicability** – These complaint procedures apply to the beneficiaries of the NCDOT’s programs, activities, and services, including, but not limited to, members of the public, contractors, subcontractors, consultants, and other sub-recipients of federal and state funds.
- 2. Eligibility** – Any person or class of persons who believes he/she has been subjected to discrimination or retaliation prohibited by any of the Civil Rights authorities, based upon race, color, sex, age, national origin, or disability, may file a written complaint with NCDOT’s Civil Rights office. The law prohibits intimidation or retaliation of any sort. The complaint may be filed by the affected individual or a representative, and must be in writing.
- 3. Time Limits and Filing Options** – A complaint must be filed no later than 180 calendar days after the following:
 - The date of the alleged act of discrimination; or
 - The date when the person(s) became aware of the alleged discrimination; or
 - 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 other discrimination complaints may be submitted to the following entities:

- **North Carolina Department of Transportation**, Office of Equal Opportunity & Workforce Services (EOWS), External Civil Rights Section, 1511 Mail Service Center, Raleigh, NC 27699-1511; 919-508-1808 or toll free 800-522-0453
- **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

Federal Highway Administration, North Carolina Division Office, 310 New Bern Avenue, Suite 410, Raleigh, NC 27601, 919-747-7010

Federal Highway Administration, Office of Civil Rights, 1200 New Jersey Avenue, SE, 8th Floor, E81-314, Washington, DC 20590, 202-366-0693 / 366-0752

Federal Transit Administration, Office of Civil Rights, ATTN: Title VI Program Coordinator, East Bldg. 5th Floor – TCR, 1200 New Jersey Avenue, SE, Washington, DC 20590

Federal Aviation Administration, Office of Civil Rights, 800 Independence Avenue, SW, Washington, DC 20591, 202-267-3258

- **US Department of Justice**, Special Litigation Section, Civil Rights Division, 950 Pennsylvania Avenue, NW, Washington, DC 20530, 202-514-6255 or toll free 877-218-5228

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 EOWS at the phone number above 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, sex, age, or disability. The term “basis” refers to the complainant’s membership in a protected group category. Contact this office to receive a Discrimination Complaint Form.

Protected Categories	Definition	Examples	Applicable Statutes and Regulations	
			FHWA	FTA
Race	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	Title VI of the Civil Rights Act of 1964; 49 CFR Part 21; Circular 4702.1B
Color	Color of skin, including shade of skin within a racial group	Black, White, brown, yellow, etc.		
National Origin	Place of birth. Citizenship is not a factor. Discrimination based on language or a person’s accent is also covered.	Mexican, Cuban, Japanese, Vietnamese, Chinese		

Sex	Gender	Women and Men	1973 Federal-Aid Highway Act	Title IX of the Education Amendments of 1972
Age	Persons of any age	21 year old person	Age Discrimination Act of 1975	
Disability	Physical or mental impairment, permanent or temporary, or perceived.	Blind, alcoholic, paraplegic, epileptic, diabetic, arthritic	Section 504 of the Rehabilitation Act of 1973; Americans with Disabilities Act of 1990	

III. 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:

- 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.
- 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);
- Federal-Aid Highway Act of 1973, (23 U.S.C. § 324 *et seq.*), (prohibits discrimination on the basis of sex);
- 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;
- The Age Discrimination Act of 1975, as amended, (42 U.S.C. § 6101 *et seq.*), (prohibits discrimination on the basis of age);
- 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);
- 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);
- 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;
- The Federal Aviation Administration’s Non-discrimination statute (49 U.S.C. § 47123) (prohibits discrimination on the basis of race, color, national origin, and sex);
- Executive Order 12898, Federal Actions to Address Environmental Justice in Minority Populations and Low-Income Populations, which ensures discrimination 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;
- 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);

- 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).
- 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);
- 49 CFR Part 26, regulation to ensure nondiscrimination in the award and administration of DOT-assisted contracts in the Department's highway, transit, and airport financial assistance programs, as regards the use of Disadvantaged Business Enterprises (DBEs);
- Form FHWA-1273, "Required Contract Provisions," a collection of contract provisions and proposal notices that are generally applicable to *all Federal-aid construction projects* and must be made a part of, and physically incorporated into, *all federally-assisted contracts*, as well as appropriate subcontracts and purchase orders, particularly Sections II (Nondiscrimination) and III (Nonsegregated Facilities).

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.

NAME CHANGE FOR NCDENR:

(1-19-16)

Z-11

Wherever in the 2012 Standard Specifications, Project Special Provisions, Standard Special Provisions, Permits or Plans that reference is made to "NCDENR" or "North Carolina Department of Environment and Natural Resources", replace with "NCDEQ" or North Carolina Department of Environmental Quality" respectively, as the case may be.

LISTING OF MBE/WBE SUBCONTRACTORS

Sheet _____ of _____

Firm Name and Address	Circle One	Item No.	Item Description	* Agreed upon Unit Price	** Dollar Volume of Item
Name Address	MBE WBE				
Name Address	MBE WBE				
Name Address	MBE WBE				
Name Address	MBE WBE				

* The Dollar Volume shown in this column shall be the Actual Price Agreed Upon by the Prime Contractor and the MBE/WBE subcontractor, and these prices will be used to determine the percentage of the MBE/WBE participation in the contract.

** Dollar Volume of MBE/WBE Subcontractor Percentage of Total Contract Bid Price:

**** Dollar Volume of MBE Subcontractor** \$ _____

MBE Percentage of Total Contract Bid Price _____%

**** Dollar Volume of WBE Subcontractor** \$ _____

WBE Percentage of Total Contract Bid Price _____%

If firm is a Material Supplier Only, show Dollar Volume as 60% of Agreed Upon Amount from Letter of Intent.

If firm is a Manufacturer, show Dollar Volume as 100% of Agreed Upon Amount from Letter of Intent.

NORTH CAROLINA DEPARTMENT OF TRANSPORTATION

BID SHEET

Contract No: DM00169
WBS: 17BP.13.R.67
Description: BRIDGE NO. 202 OVER BRUMMETT CREEK
 ON SR 1318 (GRIFFITH BRANCH ROAD)
County: MITCHELL

LINE #	ITEM NUMBER	SEC #	DESCRIPTION	QUANTITY	UNIT	UNIT COST	AMOUNT BID
1.	0000100000-N	800	MOBILIZATION	1	LS		
2.	0000400000-N	801	CONSTRUCTION SURVEYING	1	LS		
3.	0030000000-N	SP	BRIDGE APPROACH FILL - SUB REGIONAL TIER, STATION 10+39.00	1	LS		
4.	0043000000-N	226	GRADING	1	LS		
5.	0134000000-E	240	DRAINAGE DITCH EXCAVATION	5	CY		
6.	0195000000-E	265	SELECT GRANULAR MATERIAL, CLASS VI	34	CY		
7.	0196000000-E	270	GEOTEXTILE FOR SOIL STABILIZATION	40	SY		
8.	0318000000-E	300	FOUNDATION CONDITIONING MATERIAL, MINOR STRS	10	TON		
9.	0320000000-E	300	FOUNDATION CONDITIONING GEOTEXTILE	20	SY		
10.	0536000000-E	310	54" HDPE PIPE CULVERTS	48	LF		
11.	0995000000-E	340	PIPE REMOVAL	48	LF		
12.	1121000000-E	520	AGGREGATE BASE COURSE	230	TON		
13.	1220000000-E	545	INCIDENTAL STONE	20	TON		
14.	1330000000-E	607	INCIDENTAL MILLING	75	SY		
15.	1489000000-E	610	ASPHALT CONC BASE COURSE, TYPE B25.0B	40	TON		
16.	1519000000-E	610	ASPHALT CONC SURFACE COURSE, TYPE S9.5B	40	TON		
17.	1575000000-E	620	ASPHALT BINDER FOR PLANT MIX	5	TON		
18.	2000000000-N	806	RIGHT OF WAY MARKERS	9	EA		
19.	2199000000-E	SP	SANDBAG HEADWALLS	175	SF		
20.	3030000000-E	862	STEEL BM GUARDRAIL	75	LF		
21.	3045000000-E	862	STEEL BM GUARDRAIL, SHOP CURVED	12.5	LF		
22.	3165000000-N	SP	GUARDRAIL ANCHOR UNITS, TYPE 350 TL-2	2	EA		
23.	3180000000-N	862	GUARDRAIL ANCHOR UNITS, TYPE III SHOP CURVED	2	EA		
24.	3195000000-N	862	GUARDRAIL ANCHOR UNITS, TYPE AT-1	2	EA		

LINE #	ITEM NUMBER	SEC #	DESCRIPTION	QUANTITY	UNIT	UNIT COST	AMOUNT BID
25.	3215000000-N	862	GUARDRAIL ANCHOR UNITS, TYPE III	2	EA		
26.	3649000000-E	876	RIP RAP, CLASS B	10	TON		
27.	3656000000-E	876	GEOTEXTILE FOR DRAINAGE	10	SY		
28.	4400000000-E	1110	WORK ZONE SIGNS (STATIONARY)	152	SF		
29.	4410000000-E	1110	WORK ZONE SIGNS (BARRICADE MOUNTED)	20	SF		
30.	4430000000-N	1130	DRUMS	20	EA		
31.	4445000000-E	1145	BARRICADES (TYPE III)	32	LF		
32.	4450000000-N	1150	FLAGGER	10	HR		
33.	4465000000-E	1160	TEMPORARY CRASH CUSHION	2	EA		
34.	4490000000-E	1170	PORTABLE CONCRETE BARRIER(ANCHORED)	32	LF		
35.	4516000000-N	1180	SKINNY DRUM	8	EA		
36.	4810000000-E	1205	PAINT PAVEMENT MARKING LINES (4")	800	LF		
37.	4835000000-E	1205	PAINT PAVEMENT MARKING LINES (24")	24	LF		
38.	6000000000-E	1605	TEMPORARY SILT FENCE	475	LF		
39.	6009000000-E	1610	STONE FOR EROSION CONTROL CLASS B	15	TON		
40.	6012000000-E	1610	SEDIMENT CONTROL STONE	55	TON		
41.	6024000000-E	1622	TEMPORARY SLOPE DRAINS	100	LF		
42.	6029000000-E	SP	SAFETY FENCE	100	LF		
43.	6030000000-E	1630	SILT EXCAVATION	20	CY		
44.	6036000000-E	1631	MATTING FOR EROSION CONTROL	750	SY		
45.	6038000000-E	SP	PERMANENT SOIL REINFORCEMENT MAT	10	SY		
46.	6042000000-E	1632	1/4" HARDWARE CLOTH	135	LF		
47.	6070000000-E	1639	SPECIAL STILLING BASIN	1	EA		
48.	6071010000-E	SP	WATTLE	30	LF		
49.	6071020000-E	SP	POLYACRYLAMIDE (PAM)	5	LB		
50.	6084000000-E	1660	SEEDING & MULCHING	0.5	ACR		
51.	6111000000-E	SP	IMPERVIOUS DIKE	153	LF		
52.	6117000000-N	SP	RESPONSE FOR EROSION CONTROL	25	EA		
53.	6123000000-E	1670	REFORESTATION	0.10	ACR		

LINE #	ITEM NUMBER	SEC #	DESCRIPTION	QUAN TITY	UNIT	UNIT COST	AMOUNT BID
54.	6132000000-N	SP	CONCRETE WASHOUT STRUCTURE	2	EA		
55.	8035000000-N	402	REMOVAL OF EXISTING STRUCTURE AT STA 10+39	1	LS		
56.	8084000000-N	410	FOUNDATION EXCAVATION FOR END BENT 1 AT STA 10+22.835	1	LS		
57.	8084000000-N	410	FOUNDATION EXCAVATION FOR END BENT 2 AT STA 10+55.165	1	LS		
58.	8121000000-N	412	UNCLASSIFIED STRUCTURE EXCAVATION AT STATION 10+39.00	1	LS		
59.	8182000000-E	420	CLASS A CONCRETE (BRIDGE)	124.9	CY		
60.	8210000000-N	422	BRIDGE APPROACH SLABS, STATION 10+39.00	1	LS		
61.	8217000000-E	425	REINFORCING STEEL (BRIDGE)	11,778	LB		
62.	8505000000-E	460	VERTICAL CONCRETE BARRIER RAIL	60.25	LF		
63.	8608000000-E	876	RIP RAP, CLASS II (2'-0" THICK)	100	TONS		
64.	8622000000-E	876	GEOTEXTILE FOR DRAINAGE	110	SY		
65.	8657000000-N	430	ELASTOMERIC BEARINGS	1	LS		
66.	8762000000-E	430	3'-0" X 1'-9" PRESTRESSED CONC CORED SLABS	270	LF		
67.	8860000000-N	SP	ASBESTOS ASSESSMENT	1	LS		

Unit Prices need to be limited to TWO decimal places.

TOTAL BID FOR PROJECT: _____

CONTRACTOR _____

ADDRESS _____

PHONE _____ **Federal ID** _____

CONTRACTORS LICENSE NUMBER _____

EXECUTION OF BID
NON-COLLUSION AFFIDAVIT, DEBARMENT CERTIFICATION AND GIFT BAN CERTIFICATION
CORPORATION

The person executing the bid, on behalf of the Bidder, being duly sworn, solemnly swears (or affirms) that neither he, nor any official, agent or employee of the bidder has entered into any agreement, participated in any collusion, or otherwise taken any action which is in restraint of free competitive bidding in connection with any bid or contract, that the bidder has not been convicted of violating *N.C.G.S. § 133-24* within the last three years, and that the Bidder intends to do the work with its own bonafide employees or subcontractors and is not bidding for the benefit of another contractor.

In addition, execution of this bid in the proper manner also constitutes the Bidder's certification of 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

_____ Full name of Corporation

_____ Address as Prequalified

Attest _____

Secretary/Assistant Secretary

Select appropriate title

By _____

President/Vice President/Assistant Vice President

Select appropriate title

Print or type Signer's name

Print or type Signer's name

CORPORATE SEAL

AFFIDAVIT MUST BE NOTARIZED

Subscribed and sworn to before me this the

_____ day of _____ 20__.

Signature of Notary Public

NOTARY SEAL

of _____ County

State of _____

My Commission Expires: _____

EXECUTION OF BID

NON-COLLUSION AFFIDAVIT, DEBARMENT CERTIFICATION AND GIFT BAN CERTIFICATION

PARTNERSHIP

The person executing the bid, on behalf of the Bidder, being duly sworn, solemnly swears (or affirms) that neither he, nor any official, agent or employee of the bidder has entered into any agreement, participated in any collusion, or otherwise taken any action which is in restraint of free competitive bidding in connection with any bid or contract, that the bidder has not been convicted of violating *N.C.G.S. § 133-24* within the last three years, and that the Bidder intends to do the work with its own bonafide employees or subcontractors and is not bidding for the benefit of another contractor.

In addition, execution of this bid in the proper manner also constitutes the Bidder’s certification of 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

_____ Full name of Partnership

_____ Address as Prequalified

_____ Signature of Witness By _____ Signature of Partner

_____ Print or type Signer’s name _____ Print or type Signer’s name

AFFIDAVIT MUST BE NOTARIZED

Subscribed and sworn to before me this the
_____ day of _____ 20____.

_____ Signature of Notary Public

NOTARY SEAL

of _____ County

State of _____

My Commission Expires: _____

EXECUTION OF BID

NON-COLLUSION AFFIDAVIT, DEBARMENT CERTIFICATION AND GIFT BAN CERTIFICATION

LIMITED LIABILITY COMPANY

The person executing the bid, on behalf of the Bidder, being duly sworn, solemnly swears (or affirms) that neither he, nor any official, agent or employee of the bidder has entered into any agreement, participated in any collusion, or otherwise taken any action which is in restraint of free competitive bidding in connection with any bid or contract, that the bidder has not been convicted of violating *N.C.G.S. § 133-24* within the last three years, and that the Bidder intends to do the work with its own bonafide employees or subcontractors and is not bidding for the benefit of another contractor.

In addition, execution of this bid in the proper manner also constitutes the Bidder’s certification of 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

_____ Full name of Firm

_____ Address as Prequalified

_____ Signature of Witness By _____ Signature of Member/Manager/Authorized Agent
Select appropriate title

_____ Print or type Signer’s name _____ Print or type Signer’s name

AFFIDAVIT MUST BE NOTARIZED

Subscribed and sworn to before me this the
_____ day of _____ 20____.

_____ Signature of Notary Public

NOTARY SEAL

of _____ County

State of _____

My Commission Expires: _____

EXECUTION OF BID

NON-COLLUSION AFFIDAVIT, DEBARMENT CERTIFICATION AND GIFT BAN CERTIFICATION

JOINT VENTURE (2) or (3)

The person executing the bid, on behalf of the Bidder, being duly sworn, solemnly swears (or affirms) that neither he, nor any official, agent or employee of the bidder has entered into any agreement, participated in any collusion, or otherwise taken any action which is in restraint of free competitive bidding in connection with any bid or contract, that the bidder has not been convicted of violating N.C.G.S. § 133-24 within the last three years, and that the Bidder intends to do the work with its own bonafide employees or subcontractors and is not bidding for the benefit of another contractor.

In addition, execution of this bid in the proper manner also constitutes the Bidder's certification of 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

Instructions: **2 Joint Venturers** Fill in lines (1), (2) and (3) and execute. **3 Joint Venturers** Fill in lines (1), (2), (3) and (4) and execute. On Line (1), fill in the name of the Joint Venture Company. On Line (2), fill in the name of one of the joint venturers and execute below in the appropriate manner. On Line (3), print or type the name of the other joint venturer and execute below in the appropriate manner. On Line (4), fill in the name of the third joint venturer, if applicable and execute below in the appropriate manner.

(1) _____
Name of Joint Venture

(2) _____
Name of Contractor

_____ Address as Prequalified
By _____

Signature of Witness or Attest _____ Signature of Contractor

Print or type Signer's name _____ Print or type Signer's name

If Corporation, affix Corporate Seal and

(3) _____
Name of Contractor

_____ Address as Prequalified
By _____

Signature of Witness or Attest _____ Signature of Contractor

Print or type Signer's name _____ Print or type Signer's name

If Corporation, affix Corporate Seal and

(4) _____
Name of Contractor (for 3 Joint Venture only)

_____ Address as Prequalified
By _____

Signature of Witness or Attest _____ Signature of Contractor

Print or type Signer's name _____ Print or type Signer's name

If Corporation, affix Corporate Seal

NOTARY SEAL
Affidavit must be notarized for Line (2)
Subscribed and sworn to before me this the _____ day of _____ 20____.

Signature of Notary Public
of _____ County
State of _____
My Commission Expires: _____

NOTARY SEAL
Affidavit must be notarized for Line (3)
Subscribed and sworn to before me this the _____ day of _____ 20____.

Signature of Notary Public
of _____ County
State of _____
My Commission Expires: _____

NOTARY SEAL
Affidavit must be notarized for Line (4)
Subscribed and sworn to before me this the _____ day of _____ 20____.

Signature of Notary Public
of _____ County
State of _____
My Commission Expires: _____

EXECUTION OF BID

NON-COLLUSION AFFIDAVIT, DEBARMENT CERTIFICATION AND GIFT BAN CERTIFICATION

INDIVIDUAL DOING BUSINESS UNDER A FIRM NAME

The person executing the bid, on behalf of the Bidder, being duly sworn, solemnly swears (or affirms) that neither he, nor any official, agent or employee of the bidder has entered into any agreement, participated in any collusion, or otherwise taken any action which is in restraint of free competitive bidding in connection with any bid or contract, that the bidder has not been convicted of violating *N.C.G.S. § 133-24* within the last three years, and that the Bidder intends to do the work with its own bonafide employees or subcontractors and is not bidding for the benefit of another contractor.

In addition, execution of this bid in the proper manner also constitutes the Bidder’s certification of 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

Name of Contractor _____
Individual name

Trading and doing business as _____
Full name of Firm

Address as Prequalified

Signature of Witness

Signature of Contractor, Individually

Print or type Signer’s name

Print or type Signer’s name

AFFIDAVIT MUST BE NOTARIZED

Subscribed and sworn to before me this the
_____ day of _____ 20____.

Signature of Notary Public

NOTARY SEAL

of _____ County

State of _____

My Commission Expires: _____

EXECUTION OF BID

NON-COLLUSION AFFIDAVIT, DEBARMENT CERTIFICATION AND GIFT BAN CERTIFICATION

INDIVIDUAL DOING BUSINESS IN HIS OWN NAME

The person executing the bid, on behalf of the Bidder, being duly sworn, solemnly swears (or affirms) that neither he, nor any official, agent or employee of the bidder has entered into any agreement, participated in any collusion, or otherwise taken any action which is in restraint of free competitive bidding in connection with any bid or contract, that the bidder has not been convicted of violating *N.C.G.S. § 133-24* within the last three years, and that the Bidder intends to do the work with its own bonafide employees or subcontractors and is not bidding for the benefit of another contractor.

In addition, execution of this bid in the proper manner also constitutes the Bidder’s certification of 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

Name of Contractor _____
Print or type Individual name

Address as Prequalified

Signature of Witness

Signature of Contractor, Individually

Print or type Signer’s name

Print or type Signer’s name

AFFIDAVIT MUST BE NOTARIZED

Subscribed and sworn to before me this the
____ day of _____ 20__.

Signature of Notary Public

NOTARY SEAL

of _____ County

State of _____

My Commission Expires: _____

DEBARMENT CERTIFICATION

Conditions for certification:

1. The prequalified bidder shall provide immediate written notice to the Department if at any time the bidder learns that his certification was erroneous when he submitted his debarment certification or explanation filed with the Department, or has become erroneous because of changed circumstances.
2. The terms *covered transaction*, *debarred*, *suspended*, *ineligible*, *lower tier covered transaction*, *participant*, *person*, *primary covered transaction*, *principal*, *proposal*, and *voluntarily excluded*, as used in this provision, have the meanings set out in the Definitions and Coverage sections of the rules implementing Executive Order 12549. A copy of the Federal Rules requiring this certification and detailing the definitions and coverages may be obtained from the Contract Officer of the Department.
3. The prequalified bidder agrees by submitting this form, that he will not knowingly enter into any lower tier covered transaction with a person who is debarred, suspended, declared ineligible, or voluntarily excluded from participation in NCDOT contracts, unless authorized by the Department.
4. For Federal Aid projects, the prequalified bidder further agrees that by submitting this form he will include the Federal-Aid Provision titled *Required Contract Provisions Federal-Aid Construction Contract (Form FHWA PR 1273)* provided by the Department, without subsequent modification, in all lower tier covered transactions.
5. The prequalified bidder may rely upon a certification of a participant in a lower tier covered transaction that he is not debarred, suspended, ineligible, or voluntarily excluded from the covered transaction, unless he knows that the certification is erroneous. The bidder may decide the method and frequency by which he will determine the eligibility of his subcontractors.
6. Nothing contained in the foregoing shall be construed to require establishment of a system of records in order to render in good faith the certification required by this provision. The knowledge and information of a participant is not required to exceed that which is normally possessed by a prudent person in the ordinary course of business dealings.
7. Except as authorized in paragraph 6 herein, the Department may terminate any contract if the bidder knowingly enters into a lower tier covered transaction with a person who is suspended, debarred, ineligible, or voluntarily excluded from participation in this transaction, in addition to other remedies available by the Federal Government.

DEBARMENT CERTIFICATION

The prequalified bidder certifies to the best of his knowledge and belief, that he and his principals:

- a. Are not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from covered transactions by any Federal department or agency;
- b. Have not within a three-year period preceding this proposal been convicted of or had a civil judgment rendered against them for commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (Federal, State or local) transaction or contract under a public transaction; violation of Federal or State antitrust statutes or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records; making false statements; or receiving stolen property;
- c. Are not presently indicted for or otherwise criminally or civilly charged by a governmental entity (Federal, State or local) with commission of any of the offenses enumerated in paragraph b. of this certification; and
- d. Have not within a three-year period preceding this proposal had one or more public transactions (Federal, State or local) terminated for cause or default.
- e. Will submit a revised Debarment Certification immediately if his status changes and will show in his bid proposal an explanation for the change in status.

If the prequalified bidder cannot certify that he is not debarred, he shall provide an explanation with this submittal. An explanation will not necessarily result in denial of participation in a contract.

Failure to submit a non-collusion affidavit and debarment certification will result in the prequalified bidder's bid being considered non-responsive.

Check here if an explanation is attached to this certification.

EXECUTION OF CONTRACT

Contract No: DM00169

County: MITCHELL

ACCEPTED BY THE DEPARTMENT OF TRANSPORTATION

Division Project Manager

Date

ATTACHMENT A - GEOTECHNICAL

THE FOLLOWING GEOTECHNICAL BORE HOLES SECTIONS ARE FOR INFORMATION ONLY AND ARE NOT A PART OF THIS CONTRACT. THIS INFORMATION IS FOR INVESTIGATION ONLY AND NO ACCURACY IS IMPLIED OR GUARANTEED. NO CLAIM WILL BE ALLOWED AS A RESULT OF THE USE OF THIS INFORMATION.

STATE	STATE PROJECT REFERENCE NO.	SHEET NO.	TOTAL SHEETS
N.C.	17BP.13.R.67	1	10

**STATE OF NORTH CAROLINA
DEPARTMENT OF TRANSPORTATION
DIVISION OF HIGHWAYS
GEOTECHNICAL ENGINEERING UNIT**

**STRUCTURE
SUBSURFACE INVESTIGATION**

PROJ. REFERENCE NO. 17BP.13.R.67 F.A. PROJ. _____
COUNTY MITCHELL
PROJECT DESCRIPTION DIVISION 13 GROUP Q
17BP BRIDGE REPLACEMENTS
SITE DESCRIPTION BRIDGE NO. 202 OVER BRUMMETT CREEK ON
SR 1318 (GRIFFITH BRANCH ROAD)

CONTENTS

<u>SHEET</u>	<u>DESCRIPTION</u>
1	TITLE SHEET
2 -2A	LEGEND
3	BORING LOCATION DIAGRAM
4 - 9	BORE LOG & CORE REPORTS WITH CORE PHOTOGRAPHS

PERSONNEL
<u>J. TURNAGE</u>
<u>C. REARDON</u>
<u>K. FERGUSON</u>
<u>A. NASH</u>

INVESTIGATED BY TERRACON CONSULTANTS
CHECKED BY A. NASH
SUBMITTED BY TERRACON CONSULTANTS
DATE MARCH 2012

CAUTION NOTICE

THE SUBSURFACE INFORMATION AND THE SUBSURFACE INVESTIGATION ON WHICH IT IS BASED WERE MADE FOR THE PURPOSE OF STUDY, PLANNING, AND DESIGN, AND NOT FOR CONSTRUCTION OR PAY PURPOSES. THE VARIOUS FIELD BORING LOGS, ROCK CORES, AND SOIL TEST DATA AVAILABLE MAY BE REVIEWED OR INSPECTED IN RALEIGH BY CONTACTING THE N. C. DEPARTMENT OF TRANSPORTATION, GEOTECHNICAL ENGINEERING UNIT AT (919) 707-6850. NEITHER THE SUBSURFACE PLANS AND REPORTS, NOR THE FIELD BORING LOGS, ROCK CORES, OR SOIL TEST DATA ARE PART OF THE CONTRACT.

GENERAL SOIL AND ROCK STRATA DESCRIPTIONS AND INDICATED BOUNDARIES ARE BASED ON A GEOTECHNICAL INTERPRETATION OF ALL AVAILABLE SUBSURFACE DATA AND MAY NOT NECESSARILY REFLECT THE ACTUAL SUBSURFACE CONDITIONS BETWEEN BORINGS OR BETWEEN SAMPLED STRATA WITHIN THE BOREHOLE. THE LABORATORY SAMPLE DATA AND THE IN SITU (IN-PLACE) TEST DATA CAN BE RELIED ON ONLY TO THE DEGREE OF RELIABILITY INHERENT IN THE STANDARD TEST METHOD. THE OBSERVED WATER LEVELS OR SOIL MOISTURE CONDITIONS INDICATED IN THE SUBSURFACE INVESTIGATIONS ARE AS RECORDED AT THE TIME OF THE INVESTIGATION. THESE WATER LEVELS OR SOIL MOISTURE CONDITIONS MAY VARY CONSIDERABLY WITH TIME ACCORDING TO CLIMATIC CONDITIONS INCLUDING TEMPERATURES, PRECIPITATION, AND WIND, AS WELL AS OTHER NON-CLIMATIC FACTORS.

THE BIDDER OR CONTRACTOR IS CAUTIONED THAT DETAILS SHOWN ON THE SUBSURFACE PLANS ARE PRELIMINARY ONLY AND IN MANY CASES THE FINAL DESIGN DETAILS ARE DIFFERENT. FOR BIDDING AND CONSTRUCTION PURPOSES, REFER TO THE CONSTRUCTION PLANS AND DOCUMENTS FOR FINAL DESIGN INFORMATION ON THIS PROJECT. THE DEPARTMENT DOES NOT WARRANT OR GUARANTEE THE SUFFICIENCY OR ACCURACY OF THE INVESTIGATION MADE, NOR THE INTERPRETATIONS MADE, OR OPINION OF THE DEPARTMENT AS TO THE TYPE OF MATERIALS AND CONDITIONS TO BE ENCOUNTERED. THE BIDDER OR CONTRACTOR IS CAUTIONED TO MAKE SUCH INDEPENDENT SUBSURFACE INVESTIGATIONS AS HE DEEMS NECESSARY TO SATISFY HIMSELF AS TO CONDITIONS TO BE ENCOUNTERED ON THIS PROJECT. THE CONTRACTOR SHALL HAVE NO CLAIM FOR ADDITIONAL COMPENSATION OR FOR AN EXTENSION OF TIME FOR ANY REASON RESULTING FROM THE ACTUAL CONDITIONS ENCOUNTERED AT THE SITE DIFFERING FROM THOSE INDICATED IN THE SUBSURFACE INFORMATION.

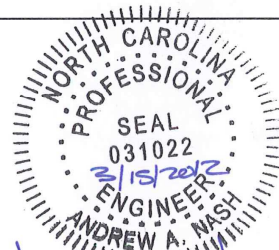
NOTE - THE INFORMATION CONTAINED HEREIN IS NOT IMPLIED OR GUARANTEED BY THE N. C. DEPARTMENT OF TRANSPORTATION AS BEING ACCURATE NOR IT IS CONSIDERED TO BE PART OF THE PLANS, SPECIFICATIONS, OR CONTRACT FOR THE PROJECT.

NOTE - BY HAVING REQUESTED THIS INFORMATION THE CONTRACTOR SPECIFICALLY WAIVES ANY CLAIMS FOR INCREASED COMPENSATION OR EXTENSION OF TIME BASED ON DIFFERENCES BETWEEN THE CONDITIONS INDICATED HEREIN AND THE ACTUAL CONDITIONS AT THE PROJECT SITE.

DRAWN BY: M. ALEXANDER

Terracon

5240 GREEN'S DAIRY ROAD RALEIGH, NC 27616
PH. (919) 873-2211 FAX. (919) 873-9555



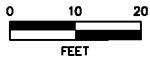
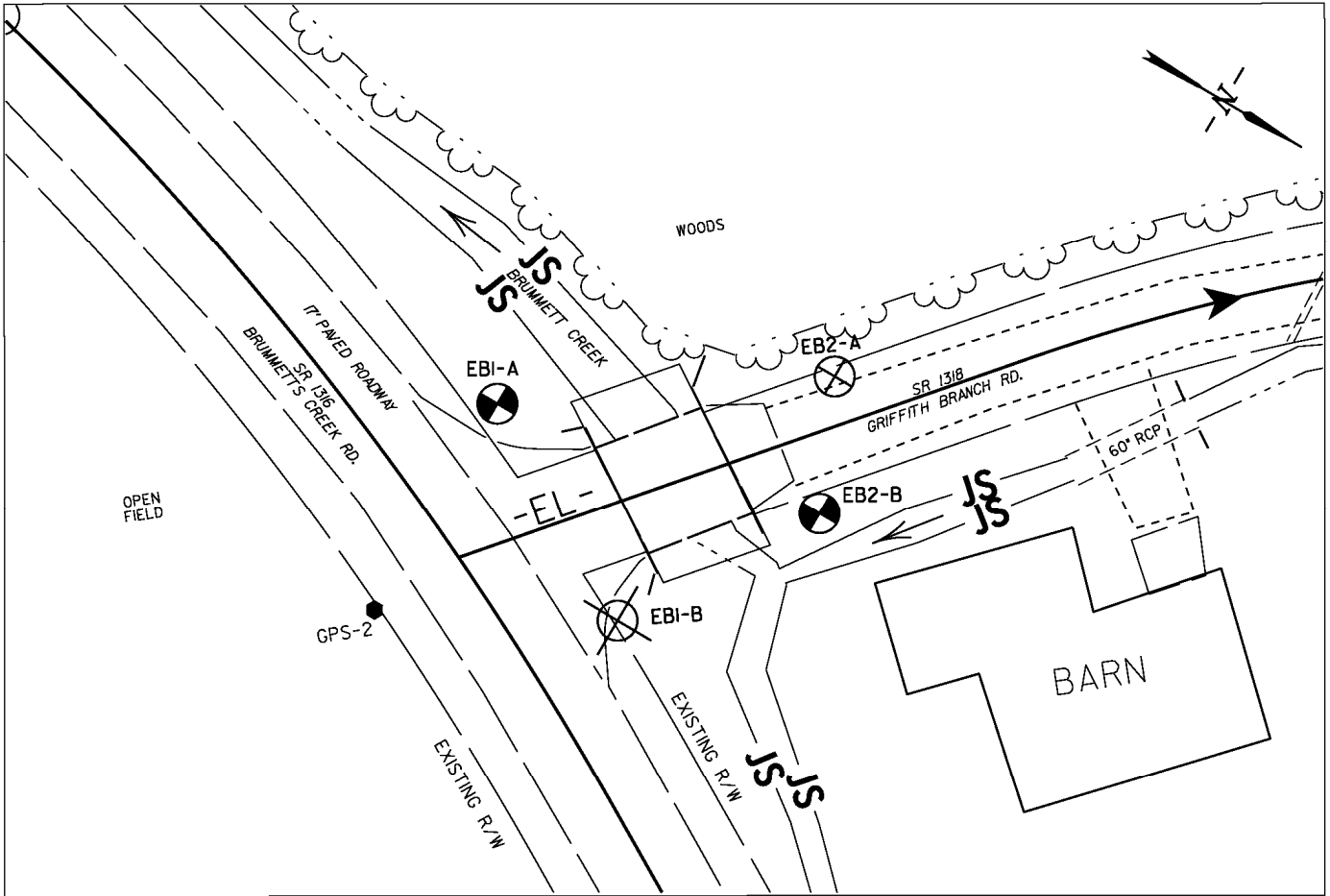
Andrew Nash

**NORTH CAROLINA DEPARTMENT OF TRANSPORTATION
DIVISION OF HIGHWAYS
GEOTECHNICAL ENGINEERING UNIT
SOIL AND ROCK LEGEND, TERMS, SYMBOLS, AND ABBREVIATIONS**

SOIL DESCRIPTION										GRADATION																																																			
SOIL IS CONSIDERED TO BE THE UNCONSOLIDATED, SEMI-CONSOLIDATED, OR WEATHERED EARTH MATERIALS THAT CAN BE PENETRATED WITH A CONTINUOUS FLIGHT POWER AUGER, AND YIELD LESS THAN 100 BLOWS PER FOOT ACCORDING TO STANDARD PENETRATION TEST (AASHTO T206, ASTM D-1586). SOIL CLASSIFICATION IS BASED ON THE AASHTO SYSTEM. BASIC DESCRIPTIONS GENERALLY SHALL INCLUDE: CONSISTENCY, COLOR, TEXTURE, MOISTURE, AASHTO CLASSIFICATION, AND OTHER PERTINENT FACTORS SUCH AS MINERALOGICAL COMPOSITION, ANGULARITY, STRUCTURE, PLASTICITY, ETC. EXAMPLE: <i>VERY STIFF, GRAY, SILTY CLAY, MOST WITH INTERBEDDED FINE SAND LAYERS, HIGH PLASTIC, A-7-6</i>										WELL GRADED - INDICATES A GOOD REPRESENTATION OF PARTICLE SIZES FROM FINE TO COARSE. UNIFORM - INDICATES THAT SOIL PARTICLES ARE ALL APPROXIMATELY THE SAME SIZE. (ALSO POORLY GRADED) GAP-GRADED - INDICATES A MIXTURE OF UNIFORM PARTICLES OF TWO OR MORE SIZES.																																																			
THE ANGULARITY OR ROUNDNESS OF SOIL GRAINS IS DESIGNATED BY THE TERMS ANGULAR, SUBANGULAR, SUBROUNDED, OR ROUNDED.										MINERAL NAMES SUCH AS QUARTZ, FELDSPAR, MICA, TALC, KAOLIN, ETC. ARE USED IN DESCRIPTIONS WHENEVER THEY ARE CONSIDERED OF SIGNIFICANCE.																																																			
SOIL LEGEND AND AASHTO CLASSIFICATION										MINERALOGICAL COMPOSITION																																																			
GENERAL CLASS.					GRANULAR MATERIALS (≤ 35% PASSING #200)					SILT-CLAY MATERIALS (> 35% PASSING #200)					ORGANIC MATERIALS																																														
GROUP CLASS.		A-1, A-1.5		A-3		A-2.4		A-2.5		A-2.6		A-2.7		A-4		A-5		A-6		A-7		A-1, A-2		A-3		A-4, A-5		A-6, A-7																																	
SYMBOL		[Pattern]		[Pattern]		[Pattern]		[Pattern]		[Pattern]		[Pattern]		[Pattern]		[Pattern]		[Pattern]		[Pattern]		[Pattern]		[Pattern]		[Pattern]		[Pattern]																																	
% PASSING		# 10		# 40		# 200		GRANULAR SOILS		SILT-CLAY SOILS		MUCK, PEAT		SLIGHTLY COMPRESSIBLE		MODERATELY COMPRESSIBLE		HIGHLY COMPRESSIBLE		LIQUID LIMIT LESS THAN 31		LIQUID LIMIT EQUAL TO 31-50		LIQUID LIMIT GREATER THAN 50																																					
PERCENTAGE OF MATERIAL																																																													
ORGANIC MATERIAL		GRANULAR SOILS		SILT-CLAY SOILS		OTHER MATERIAL		TRACE OF ORGANIC MATTER		2 - 3%		3 - 5%		TRACE		1 - 10%																																													
LITTLE ORGANIC MATTER		3 - 5%		5 - 12%		LITTLE		18 - 20%																																																					
MODERATELY ORGANIC		5 - 10%		12 - 20%		SOME		20 - 35%																																																					
HIGHLY ORGANIC		>10%		>20%		HIGHLY		35% AND ABOVE																																																					
GROUND WATER																																																													
WATER LEVEL IN BORE HOLE IMMEDIATELY AFTER DRILLING		STATIC WATER LEVEL AFTER 24 HOURS		PERCHED WATER, SATURATED ZONE, OR WATER BEARING STRATA		SPRING OR SEEP																																																							
CONSISTENCY OR DENSENESS																																																													
PRIMARY SOIL TYPE		COMPACTNESS OR CONSISTENCY		RANGE OF STANDARD PENETRATION RESISTANCE (N-VALUE)		RANGE OF UNCONFINED COMPRESSIVE STRENGTH (TONS/FT ²)		N/A																																																					
GENERALLY GRANULAR MATERIAL (NON-COHESIVE)		VERY LOOSE		<4		4 TO 10																																																							
		LOOSE		4 TO 10		10 TO 30																																																							
		MEDIUM DENSE		10 TO 30		30 TO 50																																																							
		DENSE		30 TO 50		>50																																																							
		VERY DENSE		>50																																																									
GENERALLY SILT-CLAY MATERIAL (COHESIVE)		VERY SOFT		<2		<0.25																																																							
		SOFT		2 TO 4		0.25 TO 0.50																																																							
		MEDIUM STIFF		4 TO 8		0.5 TO 1.0																																																							
		STIFF		8 TO 15		1 TO 2																																																							
		VERY STIFF		15 TO 30		2 TO 4																																																							
		HARD		>30		>4																																																							
TEXTURE OR GRAIN SIZE																																																													
U.S. STD. SIEVE SIZE		4		10		40		60		200		270																																																	
OPENING (MM)		4.75		2.00		0.42		0.25		0.075		0.053																																																	
BOULDER (BLDR.)		COBBLE (COB.)		GRAVEL (GR.)		COARSE SAND (CSE, SD.)		FINE SAND (F SD.)		SILT (SL.)		CLAY (CL.)																																																	
GRAIN SIZE		MM		300		75		2.0		0.25		0.05		0.005																																															
IN.		12		3																																																									
SOIL MOISTURE - CORRELATION OF TERMS																																																													
SOIL MOISTURE SCALE (ATTERBERG LIMITS)		FIELD MOISTURE DESCRIPTION		GUIDE FOR FIELD MOISTURE DESCRIPTION																																																									
LL - LIQUID LIMIT		- SATURATED - (SAT.)		USUALLY LIQUID; VERY WET, USUALLY FROM BELOW THE GROUND WATER TABLE																																																									
PL - PLASTIC LIMIT		- WET - (W)		SEMISOLID; REQUIRES DRYING TO ATTAIN OPTIMUM MOISTURE																																																									
OM - OPTIMUM MOISTURE		- MOIST - (M)		SOLID; AT OR NEAR OPTIMUM MOISTURE																																																									
SL - SHRINKAGE LIMIT		- DRY - (D)		REQUIRES ADDITIONAL WATER TO ATTAIN OPTIMUM MOISTURE																																																									
PLASTICITY																																																													
NONPLASTIC		PLASTICITY INDEX (PI)		DRY STRENGTH																																																									
LOW PLASTICITY		0-5		VERY LOW																																																									
MED. PLASTICITY		6-15		SLIGHT																																																									
HIGH PLASTICITY		16-25		MEDIUM																																																									
		26 OR MORE		HIGH																																																									
COLOR																																																													
DESCRIPTIONS MAY INCLUDE COLOR OR COLOR COMBINATIONS (TAN, RED, YELLOW-BROWN, BLUE-GRAY). MODIFIERS SUCH AS LIGHT, DARK, STREAKED, ETC. ARE USED TO DESCRIBE APPEARANCE.																																																													
ABBREVIATIONS																																																													
AR - AUGER REFUSAL		BT - BORING TERMINATED		CL - CLAY		CPT - CONE PENETRATION TEST		CSE - COARSE		DMT - DILATOMETER TEST		DPT - DYNAMIC PENETRATION TEST		e - VOID RATIO		F - FINE		FOSS. - FOSSILIFEROUS		FRAC. - FRACTURED, FRACTURES		FRAGS. - FRAGMENTS		HL - HIGHLY		MED. - MEDIUM		MICA - MICACEOUS		MOD. - MODERATELY		NP - NON PLASTIC		ORG. - ORGANIC		PMT - PRESSUREMETER TEST		SAP. - SAPROLITIC		SD. - SAND, SANDY		SL. - SILT, SILTY		SLI. - SLIGHTLY		FRAC. - FRACTURED, FRACTURES		TRC. - TRICONE REFUSAL		w - MOISTURE CONTENT		v - VERY		VST - VANE SHEAR TEST		WEA. - WEATHERED		W - UNIT WEIGHT		% - DRY UNIT WEIGHT	
SOUNDING ROD		TEST BORING		TEST BORING W/ CORE		SPT N-VALUE		SPT REFUSAL		PIEZOMETER INSTALLATION		SLOPE INDICATOR INSTALLATION		CONE PENETROMETER TEST																																															
EQUIPMENT USED ON SUBJECT PROJECT																																																													
DRILL UNITS:		ADVANCING TOOLS:		HAMMER TYPE:																																																									
<input type="checkbox"/> MOBILE B-___		<input type="checkbox"/> CLAY BITS		<input checked="" type="checkbox"/> AUTOMATIC <input type="checkbox"/> MANUAL																																																									
<input type="checkbox"/> BK-51		<input type="checkbox"/> 6" CONTINUOUS FLIGHT AUGER		CORE SIZE:																																																									
<input type="checkbox"/> CME-45C		<input checked="" type="checkbox"/> 8" HOLLOW AUGERS		<input type="checkbox"/> B																																																									
<input type="checkbox"/> CME-55B		<input type="checkbox"/> HARD FACED FINGER BITS		<input checked="" type="checkbox"/> N Q2																																																									
<input type="checkbox"/> PORTABLE MOIST		<input type="checkbox"/> TUNG-CARBIDE INSERTS		<input type="checkbox"/> H																																																									
<input checked="" type="checkbox"/> CME-75		<input checked="" type="checkbox"/> CASING <input checked="" type="checkbox"/> W/ ADVANCER		HAND TOOLS:																																																									
		<input checked="" type="checkbox"/> TRICONE _____ STEEL TEETH		<input type="checkbox"/> POST HOLE DIGGER																																																									
		<input checked="" type="checkbox"/> TRICONE 2-1/8" TUNG-CARB.		<input type="checkbox"/> HAND AUGER																																																									
		<input type="checkbox"/> CORE BIT		<input type="checkbox"/> SOUNDING ROD																																																									
				<input type="checkbox"/> VANE SHEAR TEST																																																									

**NORTH CAROLINA DEPARTMENT OF TRANSPORTATION
DIVISION OF HIGHWAYS
GEOTECHNICAL ENGINEERING UNIT
SOIL AND ROCK LEGEND, TERMS, SYMBOLS, AND ABBREVIATIONS**

ROCK DESCRIPTION		TERMS AND DEFINITIONS	
<p>HARD ROCK IS NON-COASTAL PLAIN MATERIAL THAT IF TESTED, WOULD YIELD SPT REFUSAL. AN INFERRED ROCK LINE INDICATES THE LEVEL AT WHICH NON-COASTAL PLAIN MATERIAL WOULD YIELD SPT REFUSAL. SPT REFUSAL IS PENETRATION BY A SPLIT SPOON SAMPLER EQUAL TO OR LESS THAN 0.1 FOOT PER 60 BLOWS. IN NON-COASTAL PLAIN MATERIAL, THE TRANSITION BETWEEN SOIL AND ROCK IS OFTEN REPRESENTED BY A ZONE OF WEATHERED ROCK. ROCK MATERIALS ARE TYPICALLY DIVIDED AS FOLLOWS:</p>		<p>ALLUVIUM (ALLUV.) - SOILS THAT HAVE BEEN TRANSPORTED BY WATER. AQUIFER - A WATER BEARING FORMATION OR STRATA. ARENACEOUS - APPLIED TO ROCKS THAT HAVE BEEN DERIVED FROM SAND OR THAT CONTAIN SAND. ARGILLACEOUS - APPLIED TO ALL ROCKS OR SUBSTANCES COMPOSED OF CLAY MINERALS, OR HAVING A NOTABLE PROPORTION OF CLAY IN THEIR COMPOSITION, AS SHALE, SLATE, ETC. ARTESIAN - GROUND WATER THAT IS UNDER SUFFICIENT PRESSURE TO RISE ABOVE THE LEVEL AT WHICH IT IS ENCOUNTERED, BUT WHICH DOES NOT NECESSARILY RISE TO OR ABOVE THE GROUND SURFACE. CALCAREOUS (CALC.) - SOILS THAT CONTAIN APPRECIABLE AMOUNTS OF CALCIUM CARBONATE. COLLUVIUM - ROCK FRAGMENTS MIXED WITH SOIL DEPOSITED BY GRAVITY ON SLOPE OR AT BOTTOM OF SLOPE. CORE RECOVERY (REC) - TOTAL LENGTH OF ALL MATERIAL RECOVERED IN THE CORE BARREL DIVIDED BY TOTAL LENGTH OF CORE RUN AND EXPRESSED AS A PERCENTAGE. DIKE - A TABULAR BODY OF IGNEOUS ROCK THAT CUTS ACROSS THE STRUCTURE OF ADJACENT ROCKS OR CUTS MASSIVE ROCK. DIP - THE ANGLE AT WHICH A STRATUM OR ANY PLANAR FEATURE IS INCLINED FROM THE HORIZONTAL. DIP DIRECTION (DIP AZIMUTH) - THE DIRECTION OR BEARING OF THE HORIZONTAL TRACE OF THE LINE OF DIP, MEASURED CLOCKWISE FROM NORTH. FAULT - A FRACTURE OR FRACTURE ZONE ALONG WHICH THERE HAS BEEN DISPLACEMENT OF THE SIDES RELATIVE TO ONE ANOTHER PARALLEL TO THE FRACTURE. FISSILE - A PROPERTY OF SPLITTING ALONG CLOSELY SPACED PARALLEL PLANES. FLOAT - ROCK FRAGMENTS ON SURFACE NEAR THEIR ORIGINAL POSITION AND DISLOGGED FROM PARENT MATERIAL. FLOOD PLAIN (FP) - LAND BORDERING A STREAM, BUILT OF SEDIMENTS DEPOSITED BY THE STREAM. FORMATION (FM) - A MAPPABLE GEOLOGIC UNIT THAT CAN BE RECOGNIZED AND TRACED IN THE FIELD. JOINT - FRACTURE IN ROCK ALONG WHICH NO APPRECIABLE MOVEMENT HAS OCCURRED. LEDGE - A SHELF-LIKE RIDGE OR PROJECTION OF ROCK WHOSE THICKNESS IS SMALL COMPARED TO ITS LATERAL EXTENT. LENS - A BODY OF SOIL OR ROCK THAT THINS OUT IN ONE OR MORE DIRECTIONS. MOTTLED (MOT.) - IRREGULARLY MARKED WITH SPOTS OF DIFFERENT COLORS. MOTTLING IN SOILS USUALLY INDICATES POOR AERATION AND LACK OF GOOD DRAINAGE. PERCHED WATER - WATER MAINTAINED ABOVE THE NORMAL GROUND WATER LEVEL BY THE PRESENCE OF AN INTERVENING IMPERVIOUS STRATUM. RESIDUAL (RES.) SOIL - SOIL FORMED IN PLACE BY THE WEATHERING OF ROCK. ROCK QUALITY DESIGNATION (RQD) - A MEASURE OF ROCK QUALITY DESCRIBED BY TOTAL LENGTH OF ROCK SEGMENTS EQUAL TO OR GREATER THAN 4 INCHES DIVIDED BY THE TOTAL LENGTH OF CORE RUN AND EXPRESSED AS A PERCENTAGE. SAPROLITE (SAP) - RESIDUAL SOIL THAT RETAINS THE RELIC STRUCTURE OR FABRIC OF THE PARENT ROCK. STILL - AN INTRUSIVE BODY OF IGNEOUS ROCK OF APPROXIMATELY UNIFORM THICKNESS AND RELATIVELY THIN COMPARED WITH ITS LATERAL EXTENT, THAT HAS BEEN EMPLACED PARALLEL TO THE BEDDING OR SCHISTOSITY OF THE INTRODUCED ROCKS. SLICKENSIDE - POLISHED AND STRIATED SURFACE THAT RESULTS FROM FRICTION ALONG A FAULT OR SLIP PLANE. STANDARD PENETRATION TEST (PENETRATION RESISTANCE) (SPT) - NUMBER OF BLOWS IN OR BPF) OF A 140 LB. HAMMER FALLING 30 INCHES REQUIRED TO PRODUCE A PENETRATION OF 1 FOOT INTO SOIL WITH A 2 INCH OUTSIDE DIAMETER SPLIT SPOON SAMPLER. SPT REFUSAL IS PENETRATION EQUAL TO OR LESS THAN 0.1 FOOT PER 60 BLOWS. STRATA CORE RECOVERY (SREC) - TOTAL LENGTH OF STRATA MATERIAL RECOVERED DIVIDED BY TOTAL LENGTH OF STRATUM AND EXPRESSED AS A PERCENTAGE. STRATA ROCK QUALITY DESIGNATION (SROQ) - A MEASURE OF ROCK QUALITY DESCRIBED BY TOTAL LENGTH OF ROCK SEGMENTS WITHIN A STRATUM EQUAL TO OR GREATER THAN 4 INCHES DIVIDED BY THE TOTAL LENGTH OF STRATA AND EXPRESSED AS A PERCENTAGE. TOPSOIL (TS) - SURFACE SOILS USUALLY CONTAINING ORGANIC MATTER.</p>	
<p>WEATHERED ROCK (WR)</p>		<p>NON-COASTAL PLAIN MATERIAL THAT WOULD YIELD SPT N VALUES > 100 BLOWS PER FOOT IF TESTED.</p>	
<p>CRYSTALLINE ROCK (CR)</p>		<p>FINE TO COARSE GRAIN IGNEOUS AND METAMORPHIC ROCK THAT WOULD YIELD SPT REFUSAL IF TESTED. ROCK TYPE INCLUDES GRANITE, GNEISS, GABBRO, SCHIST, ETC.</p>	
<p>NON-CRYSTALLINE ROCK (NCR)</p>		<p>FINE TO COARSE GRAIN METAMORPHIC AND NON-COASTAL PLAIN SEDIMENTARY ROCK THAT WOULD YIELD SPT REFUSAL IF TESTED. ROCK TYPE INCLUDES PHYLLITE, SLATE, SANDSTONE, ETC.</p>	
<p>COASTAL PLAIN SEDIMENTARY ROCK (CP)</p>		<p>COASTAL PLAIN SEDIMENTS CEMENTED INTO ROCK, BUT MAY NOT YIELD SPT REFUSAL. ROCK TYPE INCLUDES LIMESTONE, SANDSTONE, CEMENTED SHELL BEDS, ETC.</p>	
WEATHERING			
<p>FRESH</p>		<p>ROCK FRESH, CRYSTALS BRIGHT, FEW JOINTS MAY SHOW SLIGHT STAINING, ROCK RINGS UNDER HAMMER IF CRYSTALLINE.</p>	
<p>VERY SLIGHT (V SL.)</p>		<p>ROCK GENERALLY FRESH, JOINTS STAINED, SOME JOINTS MAY SHOW THIN CLAY COATINGS IF OPEN, CRYSTALS ON A BROKEN SPECIMEN FACE SHINE BRIGHTLY. ROCK RINGS UNDER HAMMER BLOWS IF OF A CRYSTALLINE NATURE.</p>	
<p>SLIGHT (SL.)</p>		<p>ROCK GENERALLY FRESH, JOINTS STAINED AND DISCOLORATION EXTENDS INTO ROCK UP TO 1 INCH. OPEN JOINTS MAY CONTAIN CLAY. IN GRANITOID ROCKS SOME OCCASIONAL FELDSPAR CRYSTALS ARE DULL AND DISCOLORED. CRYSTALLINE ROCKS RING UNDER HAMMER BLOWS.</p>	
<p>MODERATE (MOD.)</p>		<p>SIGNIFICANT PORTIONS OF ROCK SHOW DISCOLORATION AND WEATHERING EFFECTS. IN GRANITOID ROCKS, MOST FELDSPARS ARE DULL AND DISCOLORED, SOME SHOW CLAY. ROCK HAS DULL SOUND UNDER HAMMER BLOWS AND SHOWS SIGNIFICANT LOSS OF STRENGTH AS COMPARED WITH FRESH ROCK.</p>	
<p>MODERATELY SEVERE (MOD. SEV.)</p>		<p>ALL ROCK EXCEPT QUARTZ DISCOLORED OR STAINED. IN GRANITOID ROCKS, ALL FELDSPARS DULL AND DISCOLORED AND A MAJORITY SHOW KAOLINIZATION. ROCK SHOWS SEVERE LOSS OF STRENGTH AND CAN BE EXCAVATED WITH A GEOLOGIST'S PICK. ROCK GIVES "CLUNK" SOUND WHEN STRUCK. <i>IF TESTED, WOULD YIELD SPT REFUSAL</i></p>	
<p>SEVERE (SEV.)</p>		<p>ALL ROCK EXCEPT QUARTZ DISCOLORED OR STAINED. ROCK FABRIC CLEAR AND EVIDENT BUT REDUCED IN STRENGTH TO STRONG SOIL. IN GRANITOID ROCKS ALL FELDSPARS ARE KAOLINIZED TO SOME EXTENT. SOME FRAGMENTS OF STRONG ROCK USUALLY REMAIN. <i>IF TESTED, YIELDS SPT N VALUES > 100 BPF</i></p>	
<p>VERY SEVERE (V SEV.)</p>		<p>ALL ROCK EXCEPT QUARTZ DISCOLORED OR STAINED. ROCK FABRIC ELEMENTS ARE DISCERNIBLE BUT THE MASS IS EFFECTIVELY REDUCED TO SOIL. STATUS, WITH ONLY FRAGMENTS OF STRONG ROCK REMAINING. SAPROLITE IS AN EXAMPLE OF ROCK WEATHERED TO A DEGREE SUCH THAT ONLY MINOR VESTIGES OF THE ORIGINAL ROCK FABRIC REMAIN. <i>IF TESTED, YIELDS SPT N VALUES < 100 BPF</i></p>	
<p>COMPLETE</p>		<p>ROCK REDUCED TO SOIL. ROCK FABRIC NOT DISCERNIBLE, OR DISCERNIBLE ONLY IN SMALL AND SCATTERED CONCENTRATIONS. QUARTZ MAY BE PRESENT AS DIKES OR STRINGERS. SAPROLITE IS ALSO AN EXAMPLE.</p>	
ROCK HARDNESS			
<p>VERY HARD</p>		<p>CANNOT BE SCRATCHED BY KNIFE OR SHARP PICK. BREAKING OF HAND SPECIMENS REQUIRES SEVERAL HARD BLOWS OF THE GEOLOGIST'S PICK.</p>	
<p>HARD</p>		<p>CAN BE SCRATCHED BY KNIFE OR PICK ONLY WITH DIFFICULTY. HARD HAMMER BLOWS REQUIRED TO DETACH HAND SPECIMEN.</p>	
<p>MODERATELY HARD</p>		<p>CAN BE SCRATCHED BY KNIFE OR PICK. GOUGES OR GROOVES TO 0.25 INCHES DEEP CAN BE EXCAVATED BY HARD BLOW OF A GEOLOGIST'S PICK. HAND SPECIMENS CAN BE DETACHED BY MODERATE BLOWS.</p>	
<p>MEDIUM HARD</p>		<p>CAN BE GROOVED OR GOUGED 0.05 INCHES DEEP BY FIRM PRESSURE OF KNIFE OR PICK POINT. CAN BE EXCAVATED IN SMALL CHIPS TO PIECES 1 INCH MAXIMUM SIZE BY HARD BLOWS OF THE POINT OF A GEOLOGIST'S PICK.</p>	
<p>SOFT</p>		<p>CAN BE GROOVED OR GOUGED READILY BY KNIFE OR PICK. CAN BE EXCAVATED IN FRAGMENTS FROM CHIPS TO SEVERAL INCHES IN SIZE BY MODERATE BLOWS OF A PICK POINT. SMALL, THIN PIECES CAN BE BROKEN BY FINGER PRESSURE.</p>	
<p>VERY SOFT</p>		<p>CAN BE CARVED WITH KNIFE. CAN BE EXCAVATED READILY WITH POINT OF PICK. PIECES 1 INCH OR MORE IN THICKNESS CAN BE BROKEN BY FINGER PRESSURE. CAN BE SCRATCHED READILY BY FINGER NAIL.</p>	
FRACTURE SPACING		BEDDING	
<p>TERM</p>	<p>SPACING</p>	<p>TERM</p>	<p>THICKNESS</p>
<p>VERY WIDE</p>	<p>MORE THAN 10 FEET</p>	<p>VERY THICKLY BEDDED</p>	<p>> 4 FEET</p>
<p>WIDE</p>	<p>3 TO 10 FEET</p>	<p>THICKLY BEDDED</p>	<p>1.5 - 4 FEET</p>
<p>MODERATELY CLOSE</p>	<p>1 TO 3 FEET</p>	<p>THINLY BEDDED</p>	<p>0.16 - 1.5 FEET</p>
<p>CLOSE</p>	<p>0.16 TO 1 FEET</p>	<p>VERY THINLY BEDDED</p>	<p>0.03 - 0.16 FEET</p>
<p>VERY CLOSE</p>	<p>LESS THAN 0.16 FEET</p>	<p>THICKLY LAMINATED</p>	<p>0.008 - 0.03 FEET</p>
		<p>THINLY LAMINATED</p>	<p>< 0.008 FEET</p>
INDURATION			
<p>FOR SEDIMENTARY ROCKS, INDURATION IS THE HARDENING OF THE MATERIAL BY CEMENTING, HEAT, PRESSURE, ETC.</p>			
<p>FRIBLE</p>	<p>RUBBING WITH FINGER FREES NUMEROUS GRAINS; GENTLE BLOW BY HAMMER DISINTEGRATES SAMPLE.</p>		
<p>MODERATELY INDURATED</p>	<p>GRAINS CAN BE SEPARATED FROM SAMPLE WITH STEEL PROBE; BREAKS EASILY WHEN HIT WITH HAMMER.</p>		
<p>INDURATED</p>	<p>GRAINS ARE DIFFICULT TO SEPARATE WITH STEEL PROBE; DIFFICULT TO BREAK WITH HAMMER.</p>		
<p>EXTREMELY INDURATED</p>	<p>SHARP HAMMER BLOWS REQUIRED TO BREAK SAMPLE; SAMPLE BREAKS ACROSS GRAINS.</p>		
<p>BENCH MARK: GPS-2 (OUTSIDE PROJECT LIMITS) N: 854039.8, E: 103039.2 ELEVATION: 2562.66 FT.</p>			
<p>NOTES: FIAD - FILLED IN AFTER DRILLING</p>			



SCALE: 1:20	PROJ. REFERENCE NUMBER: 17.BP.13.R.67	<p>5240 GREEN'S DAIRY ROAD RALEIGH, NC 27616 PH. (919) 873-2211 FAX. (919) 873-6655</p>
DATE: MARCH 2012	TP NUMBER: GROUP Q	
DRAWN BY: MJA	COUNTY: MITCHELL	
APPROVED BY: AAN	TERRACON PROJECT: 70125002	

BORING LOCATION DIAGRAM BRIDGE NO. 202 OVER BRUMMETT CREEK ON SR 1318 (GRIFFITH BRANCH ROAD)

SHEET 3



NCDOT GEOTECHNICAL ENGINEERING UNIT

BORELOG REPORT

WBS 17.BP.13.R.67		TIP Group Q		COUNTY MITCHELL		GEOLOGIST K. Ferguson										
SITE DESCRIPTION Bridge #202 over Brummett Creek on SR 1318 (Griffith Branch Road)							GROUND WTR (ft)									
BORING NO. EB1-A		STATION 10+14		OFFSET 21 ft LT		ALIGNMENT -EL-	0 HR. N/A									
COLLAR ELEV. 2,253.1 ft		TOTAL DEPTH 8.3 ft		NORTHING 854,040		EASTING 1,030,352	24 HR. FIAD									
DRILL RIG/HAMMER EFF./DATE CME-75 91% 02/02/2012				DRILL METHOD Mud Rotary		HAMMER TYPE Automatic										
DRILLER J. R. Turnage		START DATE 02/29/12		COMP. DATE 02/29/12		SURFACE WATER DEPTH N/A										
ELEV (ft)	DRIVE ELEV (ft)	DEPTH (ft)	BLOW COUNT			BLOWS PER FOOT					SAMP. NO.	LOG	SOIL AND ROCK DESCRIPTION			
			0.5ft	0.5ft	0.5ft	0	25	50	75	100			ELEV. (ft)	DEPTH (ft)		
2255														2,253.1	0.0	GROUND SURFACE
	2,252.1	1.0														
2250	2,249.6	3.5	6	4	3							M				RESIDUAL Brown loose to dense clayey fine SAND (A-2-6) little rock fragments
	2,247.1	6.0	20	13	24							M				
2245	2,244.8	8.3	25	75/0.3						100/0.8				2,246.6	6.5	
			60/0							60/0				2,244.8	8.3	WEATHERED ROCK (Brown Biotite Granitic Gneiss) Boring Terminated with Standard Penetration Test Refusal at Elevation 2,244.8 ft on CRYSTALLINE ROCK: BIOTITE GRANITIC GNEISS. 1) Advanced 2-15/16 carbide tricone to a depth of 8.3 feet. 2) Set 4 feet of NW casing. 3) Creek water was used as drilling fluid.

NCDOT BORE SINGLE 17BP.13.R.67_600202.GPJ NC_DOT_GDT 3/15/12



NCDOT GEOTECHNICAL ENGINEERING UNIT

BORELOG REPORT

WBS 17.BP.13.R.67		TIP Group Q		COUNTY MITCHELL		GEOLOGIST K. Ferguson									
SITE DESCRIPTION Bridge #202 over Brummett Creek on SR 1318 (Griffith Branch Road)							GROUND WTR (ft)								
BORING NO. EB1-B		STATION 10+21		OFFSET 18 ft RT		ALIGNMENT -EL-									
COLLAR ELEV. 2,254.1 ft		TOTAL DEPTH 10.9 ft		NORTHING 854,074		EASTING 1,030,372									
DRILL RIG/HAMMER EFF./DATE CME-75 91% 02/02/2012				DRILL METHOD Mud Rotary		HAMMER TYPE Automatic									
DRILLER J. R. Turnage		START DATE 02/29/12		COMP. DATE 02/29/12		SURFACE WATER DEPTH N/A									
ELEV (ft)	DRIVE ELEV (ft)	DEPTH (ft)	BLOW COUNT			BLOWS PER FOOT					SAMP. NO.	LOG MOI	SOIL AND ROCK DESCRIPTION	DEPTH (ft)	
			0.5ft	0.5ft	0.5ft	0	25	50	75	100					
2255														2,254.1	0.0
										
2250									2,249.1	5.0
									2,247.8	6.3
2245									2,243.2	10.9

NCDOT BORE SINGLE 17BP.13.R.67_600202.GPJ NC_DOT_GDT 3/15/12



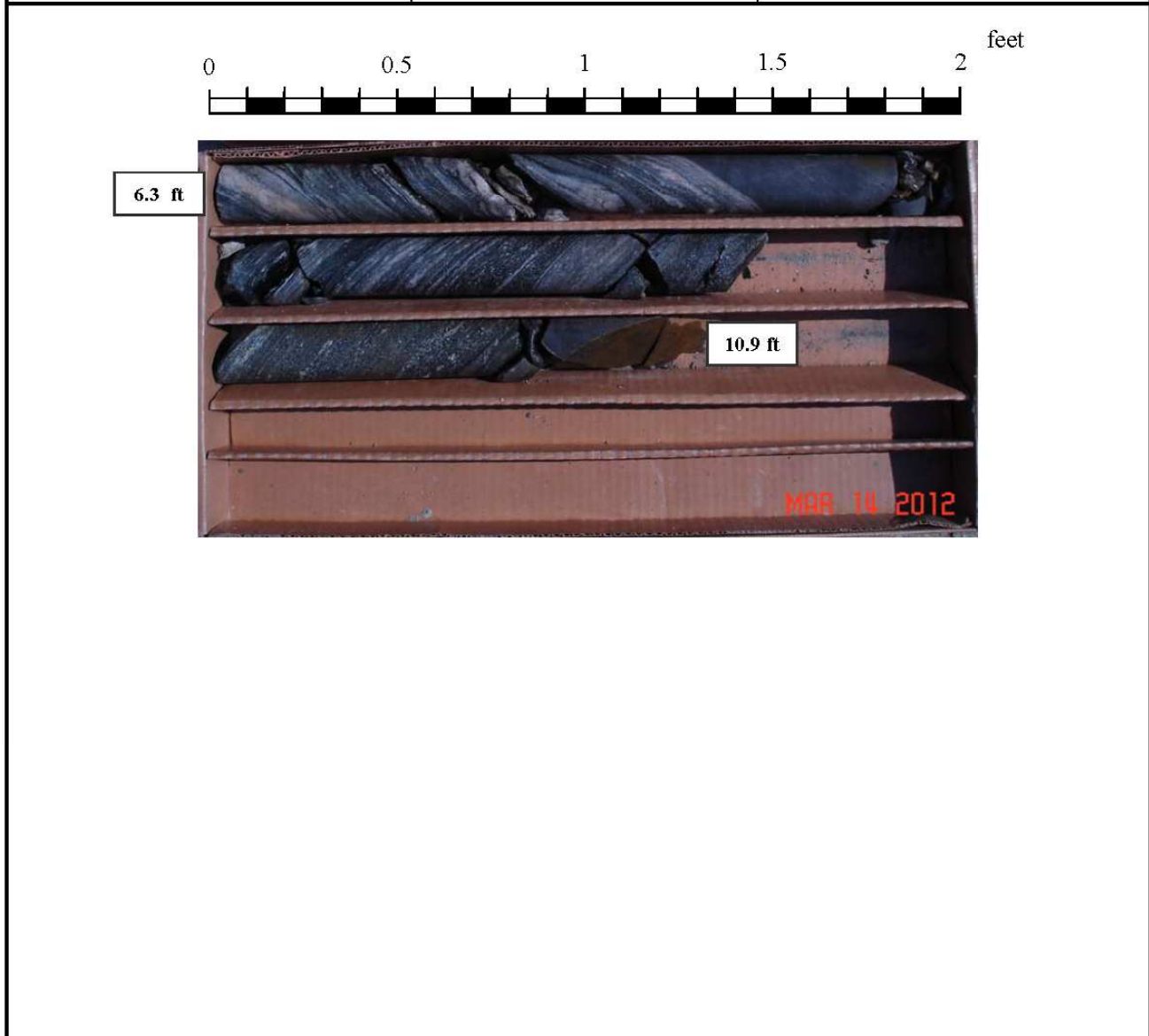
NCDOT GEOTECHNICAL ENGINEERING UNIT CORE BORING REPORT

WBS 17.BP.13.R.67		TIP Group Q		COUNTY MITCHELL		GEOLOGIST K. Ferguson					
SITE DESCRIPTION Bridge #202 over Brummett Creek on SR 1318 (Griffith Branch Road)							GROUND WTR (ft)				
BORING NO. EB1-B		STATION 10+21		OFFSET 18 ft RT		ALIGNMENT -EL-					
COLLAR ELEV. 2,254.1 ft		TOTAL DEPTH 10.9 ft		NORTHING 854,074		EASTING 1,030,372					
DRILL RIG/HAMMER EFF./DATE CME-75 91% 02/02/2012				DRILL METHOD Mud Rotary		HAMMER TYPE Automatic					
DRILLER J. R. Turnage		START DATE 02/29/12		COMP. DATE 02/29/12		SURFACE WATER DEPTH N/A					
CORE SIZE NQ2		TOTAL RUN 4.6 ft									
ELEV (ft)	RUN ELEV (ft)	DEPTH (ft)	RUN (ft)	DRILL RATE (Min/ft)	RUN		STRATA		LOG	DESCRIPTION AND REMARKS	DEPTH (ft)
					REC. (%)	RQD (%)	REC. (%)	RQD (%)			
2247.82	2,247.8	6.3	4.6	1:20/1.0 1:46/1.0 3:06/1.0 2:10/1.0 1:17/0.6	(4.4) 96%	(2.8) 61%				Begin Coring @ 6.3 ft CRYSTALLINE ROCK Gray and black, moderately hard to hard, very slight to fresh weathering. Biotite Granitic Gneiss with very close to close fracture spacing	6.3
2245	2,243.2	10.9								2 joints between 30° to 40° 1 joint at 45° 2 joints at 75° Boring Terminated at Elevation 2,243.2 ft in CRYSTALLINE ROCK: BIOTITE GRANITIC GNEISS.	10.9
<p style="text-align: center;">1) Advanced 2-15/16 carbide tricone to a depth of 6.3 feet. 2) Set 7 feet of NW casing. 3) Advanced a NQ2 coring barrel from 6.3 to 10.9 feet. 4) Used creek water as drilling fluid.</p>											

NCDOT CORE SINGLE 17BP.13.R.67_600202.GPJ NC_DOT.GDT 3/15/12

North Carolina Department of Transportation
 Geotechnical Unit
 Rock Core Photo

<i>Project No.:</i> 17BP.13.R.67	<i>I.D. No.:</i> Group Q	<i>County:</i> Mitchell	<i>Boring Location:</i> EB1-B
<i>Site Description:</i> Bridge #202 over Brummett Creek on SR 1318 (Griffith Branch Road)			
<i>Driller:</i> J. Turnage	<i>Core Size:</i> NQ2WL	<i>Drill Machine:</i> CME-75	
<i>Geologist / Engineer:</i> K. Ferguson	<i>Total Run Length:</i> 4.6 feet	<i>Dates:</i> 2/29/2012	



Notes:

- 1) Used NQ2 core barrel with wire line



Terracon Consultants, Inc.
 5240 Green's Dairy Road
 Raleigh, North Carolina 27616
 www.terracon.com



NCDOT GEOTECHNICAL ENGINEERING UNIT

BORELOG REPORT

WBS 17.BP.13.R.67		TIP Group Q		COUNTY MITCHELL		GEOLOGIST K. Ferguson									
SITE DESCRIPTION Bridge #202 over Brummett Creek on SR 1318 (Griffith Branch Road)							GROUND WTR (ft)								
BORING NO. EB2-A		STATION 10+66		OFFSET 8 ft LT		ALIGNMENT -EL-									
COLLAR ELEV. 2,256.3 ft		TOTAL DEPTH 11.9 ft		NORTHING 854,084		EASTING 1,030,321									
DRILL RIG/HAMMER EFF./DATE CME-75 91% 02/02/2012				DRILL METHOD Mud Rotary		HAMMER TYPE Automatic									
DRILLER J. R. Turnage		START DATE 02/29/12		COMP. DATE 02/29/12		SURFACE WATER DEPTH N/A									
ELEV (ft)	DRIVE ELEV (ft)	DEPTH (ft)	BLOW COUNT			BLOWS PER FOOT					SAMP. NO.	LOG MOI	SOIL AND ROCK DESCRIPTION	DEPTH (ft)	
			0.5ft	0.5ft	0.5ft	0	25	50	75	100					
2260															
2255														2,256.3 GROUND SURFACE 0.0	
														2,255.3 ROADWAY EMBANKMENT 1.0	
														Crushed aggregate base	
														RESIDUAL	
2250														Brown loose clayey fine to coarse SAND (A-2-6) little gravel	5.5
														WEATHERED ROCK (Brown Biotite Granitic Gneiss)	
2245															
														2,244.4 Boring Terminated by Carbide Tricone Refusal at Elevation 2,244.4 ft on CRYSTALLINE ROCK: BIOTITE GRANITIC GNEISS. 11.9	
														1) Advanced 2-15/16 carbide tricone to a depth of 11.9 feet.	
														2) Set 4 feet of NW casing.	
														3) Used creek water as drilling fluid.	

NCDOT BORE SINGLE 17BP.13.R.67_600202.GPJ NC_DOT_GDT 3/15/12



NCDOT GEOTECHNICAL ENGINEERING UNIT BORELOG REPORT

WBS 17.BP.13.R.67		TIP Group Q		COUNTY MITCHELL		GEOLOGIST K. Ferguson									
SITE DESCRIPTION Bridge #202 over Brummett Creek on SR 1318 (Griffith Branch Road)							GROUND WTR (ft)								
BORING NO. EB2-B		STATION 10+56		OFFSET 12 ft RT		ALIGNMENT -EL-									
COLLAR ELEV. 2,255.7 ft		TOTAL DEPTH 13.5 ft		NORTHING 854,093		EASTING 1,030,341									
DRILL RIG/HAMMER EFF./DATE CME-75 91% 02/02/2012				DRILL METHOD Mud Rotary		HAMMER TYPE Automatic									
DRILLER J. R. Turnage		START DATE 02/29/12		COMP. DATE 02/29/12		SURFACE WATER DEPTH N/A									
ELEV (ft)	DRIVE ELEV (ft)	DEPTH (ft)	BLOW COUNT			BLOWS PER FOOT					SAMP. NO.	LOG MOI	SOIL AND ROCK DESCRIPTION	DEPTH (ft)	
			0.5ft	0.5ft	0.5ft	0	25	50	75	100					
2260															
2255	2,254.7	1.0	6	5	5									2,255.7	0.0
														2,254.7	1.0
	2,252.2	3.5	2	3	4										
2250	2,249.7	6.0	29	71/0.2										2,249.2	6.5
	2,247.2	8.5													
	2,245.5	10.2	100/0.5												
2245	2,242.2	13.5	100/0.4											2,242.2	13.5
			60/0												

NCDOT BORE SINGLE 17BP.13.R.67_600202.GPJ NC_DOT_GDT 3/15/12

PERMITS

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

Action ID. 2013-01888

County: Mitchell

GENERAL PERMIT (REGIONAL AND NATIONWIDE) VERIFICATION

Property Owner / Authorized Agent: North Carolina Department of Transportation

Attn: Mr. J.J. Swain, Jr.

Address: PO Box 3279

Asheville, North Carolina 28802

Telephone No.: 828-251-6171

Size and location of property (water body, road name/number, town, etc.): The project is located at Bridge No. 202 on SR 1318 near Webb in Mitchell County, North Carolina.

Description of project area and activity: In order to replace the bridge, the permittee is authorized to impact waters of the U.S. as follows:

Summary of Authorized Impacts and Required Mitigation

Impact ID #	NWP / GP #	Open Water (ac)		Wetland (ac)		Stream (lf)	
		Temporary	Permanent	Temporary	Permanent	Temporary	Permanent
Site 1 (Brummett Creek)	<u>3</u>					24 (detour pipes)	
Site 1 (Brummett Creek)	<u>3</u>					35 (dewater)	
Total Loss of Waters of the U.S. (ac)		0		Total Loss of Waters of the U.S. (lf)		0	
Required Wetland Mitigation (ac)		0		Required Stream Mitigation (lf)		0	

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

Authorization: Regional General Permit Number:
Nationwide Permit Number: 3

Your work is authorized by the above referenced permit provided it is accomplished in strict accordance with the attached conditions, your submitted plans, and the following special conditions:

Special Conditions

1. All work must be performed in strict compliance with the description of work and plans in the application dated September 16, 2013. Any modification to the description of work and/or the permit plans must be approved by the USACE prior to implementation.
2. All conditions of the attached North Carolina Wildlife Resources Commission letter of October 17, 2013, are hereby incorporated as special conditions of this permit.
3. The permittee shall require its contractors and/or agents to comply with the terms and conditions of this authorization letter 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 authorization letter, all conditions, and any authorized modifications. A copy of this authorization letter, all conditions, and any authorized modifications, shall be available at the project site during construction and maintenance of this project.
4. This permit does not authorize temporary placement or double handling of excavated or fill material within waters or wetlands outside the permitted area.

5. The permittee will report any violation of these conditions or violations of Section 404 of the Clean Water Act or Section 10 of the Rivers and Harbors Act in writing to the Wilmington District, U. S Army Corps of Engineers, within 24 hours of the permittee's discovery of the violation.

Any violation of the noted conditions or deviation from your submitted plans may subject the permittee to a stop work order, a restoration order and/or appropriate legal action.

This verification will remain valid until the expiration date identified below unless the nationwide authorization is modified, suspended or revoked. If, prior to the expiration date identified below, the nationwide permit authorization is reissued and/or modified, this verification will remain valid until the expiration date identified below, provided it complies with all requirements of the modified nationwide permit. If the nationwide permit authorization expires or is suspended, revoked, or is modified, such that the activity would no longer comply with the terms and conditions of the nationwide permit, activities which have commenced (i.e., are under construction) or are under contract to commence in reliance upon the nationwide permit, will remain authorized provided the activity is completed within twelve months of the date of the nationwide permit's expiration, modification or revocation, unless discretionary authority has been exercised on a case-by-case basis to modify, suspend or revoke the authorization.

Activities subject to Section 404 (as indicated above) may also require an individual Section 401 Water Quality Certification. You should contact the NC Division of Water Quality (telephone 919-807-6300) 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.

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 Lori Beckwith at 828-271-7980.

BECKWITH.LORETT

Corps Regulatory Official: Lori Beckwith **A.ANN.1173452264**

Date: October 24, 2013

Expiration Date of Verification: March 18, 2017

Digitally signed by
BECKWITH.LORETTA.ANN.1173452264
DN: c=US, o=U.S. Government, ou=DoD,
ou=PKI, ou=USA,
cn=BECKWITH.LORETTA.ANN.1173452264
Date: 2013.10.24 08:27:10 -04'00'

Determination of Jurisdiction:

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

E. Basis of Jurisdictional Determination: The stream channel in the project area is Brummett Creek and it exhibits indicators of an ordinary high water mark and has perennial flow (RPW). Brummett Creek flows into the North Toe River > Nolichucky River > French Broad River. The French Broad River is a water of the U.S. regulated pursuant to Section 10 of the Rivers and Harbors Act of 1899. This jurisdictional determination is valid for the impact areas only.

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.

F. Appeals Information (This information applies only to approved jurisdictional determinations as indicated in B and C above).

(This information applies only to approved jurisdictional determinations as indicated in B and C above).

This correspondence constitutes an approved jurisdictional determination for the above described site. 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 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 December 23, 2013.

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

Corps Regulatory Official: Lori Beckwith

**BECKWITH.LORETT
A.ANN.1173452264**

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DN: c=US, o=U.S. Government, ou=DoD, ou=PKI,
ou=USA,
cn=BECKWITH.LORETTA.ANN.1173452264
Date: 2013.10.24 08:27:39 -04'00'

Issue Date: October 24, 2013

Expiration Date: Five years from *Issue Date*

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

Copy Furnished: By e-mail - NCDOT Mr. Roger Bryan and Mr. Yates Allen



☒ North Carolina Wildlife Resources Commission ☒

Gordon Myers, Executive Director

TO: Lori Beckwith, NCDOT Regulatory Project Manager
Asheville Regulatory Field Office, USACE

FROM: Marla Chambers, Western NCDOT Project Coordinator *Marla Chambers*
Habitat Conservation Program, NCWRC

DATE: October 17, 2013

SUBJECT: Review of NCDOT's application for a Section 404 permit to replace Bridge No. 202 over Brummett Creek on SR 1318 (Griffith Branch Road), Mitchell County, North Carolina.

The North Carolina Department of Transportation (NCDOT) has submitted an application to obtain a Section 404 Permit from the U.S. Army Corps of Engineers (USACE). Staff biologists with the North Carolina Wildlife Resources Commission (NCWRC) have reviewed the information provided. These comments are provided in accordance with the provisions of the state and federal Environmental Policy Acts (G.S. 113A-1 through 113-10; 1 NCAC 25 and 42 U.S.C. 4332(2)(c), respectively), the Clean Water Act of 1977 (33 U.S.C. 466 et seq.) and the Fish and Wildlife Coordination Act (48 Stat. 401, as amended; 16 U.S.C. 661-667d), as applicable.

The NCDOT proposes to replace Bridge No. 202 over Brummett Creek on SR 1318 (Griffith Branch Road) with a single span cored slab bridge using an on-site detour. No permanent stream or wetland impacts are proposed; temporary impacts total 35 linear feet for the detour. Brummett Creek (Class C, Trout) is not expected to support trout in the project area; therefore, we are not requesting a trout moratorium. We would, however, like to make you aware of sensitive resources downstream, approximately 1.5 miles, in the North Toe River: Appalachian elktoe (*Alasmidonta raveneliana*), Federal and State Endangered; Wavy-rayed lampmussel, (*Lampsilis fasciola*), State Special Concern (SC); Sharphead darter (*Etheostoma acuticeps*), State Threatened; Olive darter (*Percina squamata*), SC; Blotched chub (*Erimystax insignis*), State Significantly Rare. While we are not requesting special sediment and erosion control, we ask that special attention be focused on maintaining the sediment and erosion control measures and that construction crews be made aware of the sensitive nature of resources downstream.

NCWRC can concur with the issuance of a Section 404 permit provided that the following conditions are implemented:

Mailing Address: Division of Inland Fisheries • 1721 Mail Service Center • Raleigh NC 27699-1721

Telephone: (919) 707-0000 • Fax: (919) 707-0000

1. Stringent sedimentation and erosion control measures must be implemented and maintained on the project site until project completion to avoid impacts to downstream aquatic resources.
2. Herbaceous vegetation shall be planted on all bare soil as soon as possible following the completion of permanent or temporary ground disturbing activities to provide appropriate long-term erosion control.
3. Tall fescue and straw mulch shall not be used in riparian areas. We encourage NCDOT to utilize onsite vegetation and materials for bank stabilization when practicable. Erosion control matting shall be used on steep slopes and for establishing permanent vegetation in riparian areas. The matting shall be well anchored with staples or wooden stakes and, whenever possible, include live stakes of native trees. Matting in riparian areas should not contain plastic mesh, which can entangle and trap small animals.
4. Stormwater should be directed to buffer areas or retention basins and should not be routed directly into the waterway.
5. The natural dimension, pattern, and profile of the waterway above and below the crossing should not be modified by widening the channel or changing the depth of the waterway.
6. Removal of vegetation in riparian areas should be minimized. Native trees and shrubs should be planted along the banks, as appropriate to the setting, to reestablish the riparian zone and to provide long-term erosion control.
7. Grading and backfilling should be minimized, and tree and shrub growth should be retained, if possible, to ensure long term availability of shoreline cover for fish and wildlife.
8. When practicable, riprap placed for bank stabilization should be limited to the banks below the high water mark, and vegetation should be used for stabilization above the high water elevation.
9. If concrete will be used during construction, work must be accomplished so that wet (uncured) concrete does not contact surface waters. This will lessen the chance of altering the water chemistry and causing a fish kill.
10. Discharging hydroseeding mixtures and washing out hydroseeders and other equipment in or adjacent to surface waters is prohibited.
11. Heavy equipment should be operated from the bank rather than in the channel whenever possible in order to minimize sedimentation and reduce the likelihood of introducing other pollutants into the waterway. All mechanized equipment operated near surface waters should be inspected and maintained regularly to prevent contamination of surface waters from fuels, lubricants, hydraulic fluids or other toxic materials.

Bridge No. 202, SR 1318
Brummett Creek, Mitchell Co.

3

October 17, 2013

Thank you for the opportunity to review and comment on this project. If you have any questions regarding these comments, please contact me at (704) 485-8291.

cc: Amy Chapman, NCDWQ
Roger Bryan, NCDOT

GENERAL AND STANDARD CONDITIONS

Section 26a

General Conditions

- 1) You agree to make every reasonable effort to construct and operate the facility authorized herein in a manner so as to minimize any adverse impact on water quality, aquatic life, wildlife, vegetation, and natural environmental values.
- 2) This permit may be revoked by TVA by written notice if:
 - a) the structure is not completed in accordance with approved plans;
 - b) if in TVA's judgment the structure is not maintained in a good state of repair and in good, safe, and substantial condition;
 - c) the structure is abandoned;
 - d) the structure or work must be altered or removed to meet the requirements of future reservoir or land management operations of the United States or TVA;
 - e) TVA finds that the structure has an adverse effect upon navigation, flood control, or public lands or reservations;
 - f) all invoices related to this permit are not timely paid;
 - g) you no longer have sufficient property rights to maintain a structure at this location; or
 - h) a land use agreement (e.g., license, easement, lease) for use of TVA land at this location related to this permit expires, is terminated or cancelled, or otherwise ceases to be effective.
- 3) If this permit for this structure is revoked, you agree to remove the structure, at your expense, upon written notice from TVA. In the event you do not remove the structure within 30 days of written notice to do so, TVA shall have the right to remove or cause to have removed, the structure or any part thereof. You agree to reimburse TVA for all costs incurred in connection with removal.
- 4) In issuing this Approval of Plans, TVA makes no representations that the structures or work authorized or property used temporarily or permanently in connection therewith will not be subject to damage due to future operations undertaken by the United States and/or TVA for the conservation or improvement of navigation, for the control of floods, or for other purposes, or due to fluctuations in elevations of the water surface of the river or reservoir, and no claim or right to compensation shall accrue from any such damage. By the acceptance of this approval, applicant covenants and agrees to make no claim against TVA or the United States by reason of any such damage, and to indemnify and save harmless TVA and the United States from any and all claims by other persons arising out of any such damage.
- 5) In issuing this Approval of Plans, TVA assumes no liability and undertakes no obligation or duty (in tort, contract, strict liability or otherwise) to the applicant or to any third party for any damages to property (real or personal) or personal injuries (including death) arising out of or in any way connected with applicant's construction, operation, or maintenance of the facility which is the subject of this Approval of Plans.
- 6) This approval shall not be construed to be a substitute for the requirements of any federal, state, or local statute, regulation, ordinance, or code, including, but not limited to, applicable building codes, now in effect or hereafter enacted. State 401 water quality certification may apply.
- 7) The facility will not be altered, or modified, unless TVA's written approval has been obtained prior to commencing work.
- 8) You understand that covered second stories are prohibited by Section 1304.204 of the Section 26a Regulations.
- 9) You agree to notify TVA of any transfer of ownership of the approved structure to a third party. Third party is required to make application to TVA for permitting of the structure in their name (1304.10). Any permit which is not transferred within 60 days is subject to revocation.
- 10) You agree to stabilize all disturbed areas within 30 days of completion of the work authorized. All land-disturbing activities shall be conducted in accordance with Best Management Practices as defined by Section 208 of the Clean Water Act to control erosion and sedimentation to prevent adverse water quality and related aquatic impacts. Such practices shall be consistent with sound engineering and construction principles; applicable federal, state, and local statutes, regulations, or ordinances; and proven techniques for controlling erosion and sedimentation, including any required conditions under Section 6 of the Standard Conditions.
- 11) You agree not to use or permit the use of the premises, facilities, or structures for any purposes that will result in draining or dumping into the reservoir of any refuse, sewage, or other material in violation of applicable standards or requirements relating to pollution control of any kind now in effect or hereinafter established.

- 12) The Native American Graves Protection and Repatriation Act and the Archaeological Resources Protection Act apply to archaeological resources located on the premises of land connected to any application made unto TVA. If LESSEE (or licensee or grantee (for easement) or applicant (for 26a permit)) discovers human remains, funerary objects, sacred objects, objects of cultural patrimony, or any other archaeological resources on or under the premises, LESSEE (or licensee, grantee, or applicant) shall immediately stop activity in the area of the discovery, make a reasonable effort to protect the items, and notify TVA by telephone (865-228-1374). Work may not be resumed in the area of the discovery until approved by TVA.
- 13) You should contact your local government official(s) to ensure that this facility complies with all applicable local floodplain regulations.
- 14) You agree to abide by the conditions of the vegetation management plan. Unless otherwise stated on this permit, vegetation removal is prohibited on TVA land.
- 15) You agree to securely anchor all floating facilities to prevent them from floating free during major floods.
- 16) You are responsible for accurately locating your facility, and this authorization is valid and effective only if your facility is located as shown on your application or as otherwise approved by TVA in this permit. The facility must be located on land owned or leased by you, or on TVA land at a location approved by TVA.
- 17) You agree to allow TVA employees access to your water use facilities to ensure compliance with any TVA issued approvals.
- 18) It is understood that you own adequate property rights at this location. If at any time it is determined that you do not own sufficient property rights, or that you have only partial ownership rights in the land at this location, this permit may be revoked. TVA may require the applicant to provide appropriate verification of ownership.
- 19) In accordance with 18 CFR Part 1304.9, Approval for construction covered by this permit expires 18 months after the date of issuance unless construction has been initiated.

Standard Conditions (Only items that pertain to this request have been listed.)

2) Ownership Rights

- b) You are advised that TVA retains the right to flood this area and that TVA will not be liable for damages resulting from flooding.
- e) You recognize and understand that this authorization conveys no property rights, grants no exclusive license, and in no way restricts the general public's privilege of using shoreland owned by or subject to public access rights owned by TVA. It is also subject to any existing rights of third parties. Nothing contained in this approval shall be construed to detract or deviate from the rights of the United States and TVA held over this land under the Grant of Flowage Easement. This Approval of Plans does not give any property rights in real estate or material and does not authorize any injury to private property or invasion of private or public rights. It merely constitutes a finding that the facility, if constructed at the location specified in the plans submitted and in accordance with said plans, would not at this time constitute an obstruction unduly affecting navigation, flood control, or public lands or reservations.

3) Shoreline Modification and Stabilization

- a) For purposes of shoreline bank stabilization, all portions will be constructed or placed, on average, no more than two feet from the existing shoreline at normal summer pool elevation.
- c) Bank, shoreline, and floodplain stabilization will be permanently maintained in order to prevent erosion, protect water quality, and preserve aquatic habitat.

5) Bridges and Culverts

- a) You agree to design/construct any instream piers in such a manner as to discourage river scouring or sediment deposition.
- b) Applicant agrees to construct culvert in phases, employing adequate streambank protection measures, such that the diverted streamflow is handled without creating streambank or streambed erosion/sedimentation and without preventing fish passage.
- c) Concrete box culverts and pipe culverts (and their extensions) must create/maintain velocities and flow patterns which offer refuge for fish and other aquatic life, and allow passage of indigenous fish species, under all flow conditions. Culvert floor slabs and pipe bottoms must be buried below streambed elevation, and filled with naturally occurring streambed materials. If geologic conditions do not allow burying the floor, it must be otherwise designed to allow passage of indigenous fish species under all flow conditions.
- d) All natural stream values (including equivalent energy dissipation, elevations, and velocities; riparian vegetation; riffle/pool sequencing; habitat suitable for fish and other aquatic life) must be provided at all stream modification sites. This must be accomplished using a combination of rock and bioengineering, and is not accomplished using solid, homogeneous riprap from bank to bank.

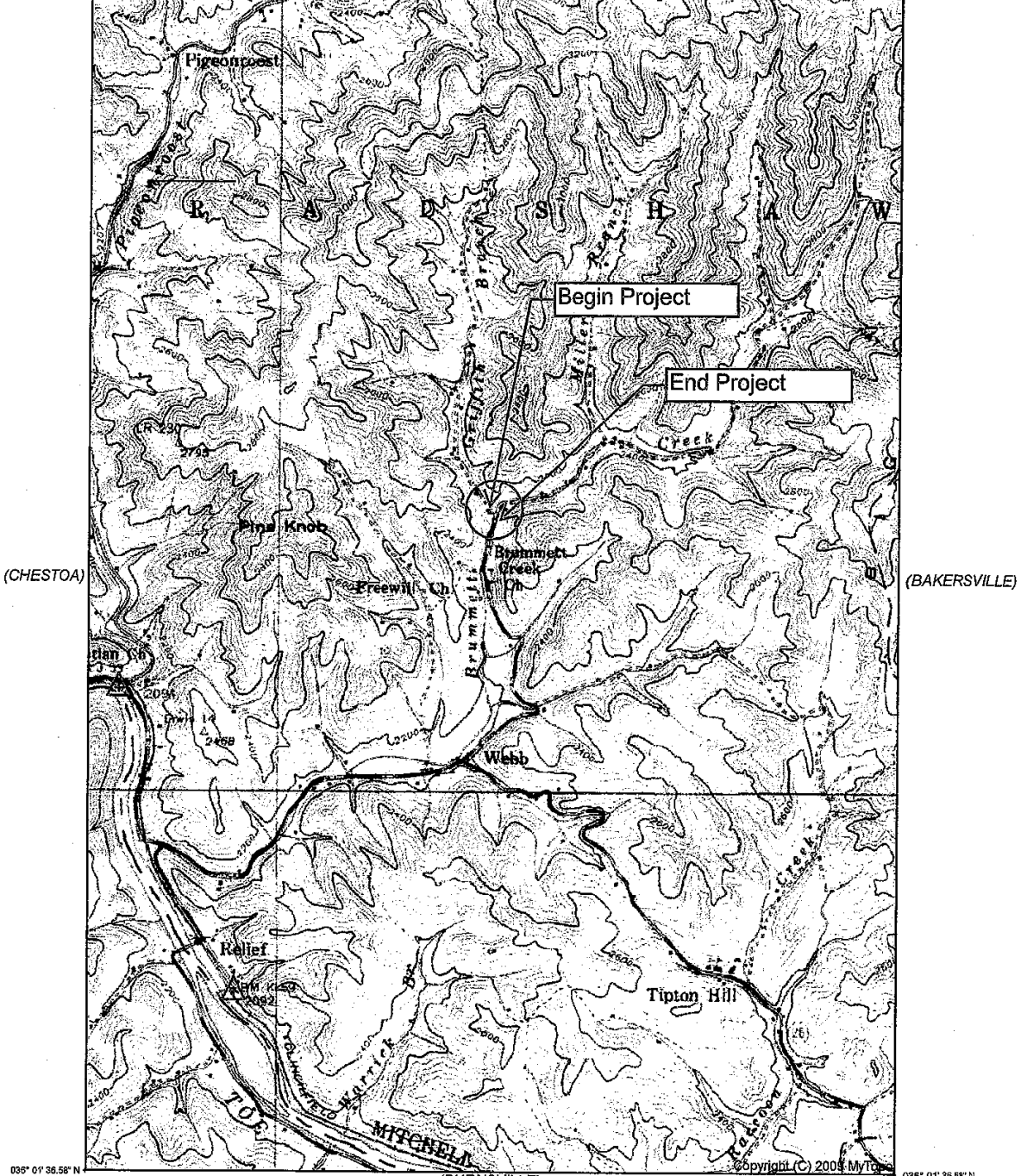
- e) You agree to remove demolition and construction by-products from the site for recycling if practicable, or proper disposal--outside of the 100-year floodplain. Appropriate BMPs will be used during the removal of any abandoned roadway or structures.

6) Best Management Practices

- a) You agree that removal of vegetation will be minimized, particularly any woody vegetation providing shoreline/streambank stabilization.
- b) You agree to installation of cofferdams and/or silt control structures between construction areas and surface waters prior to any soil-disturbing construction activity, and clarification of all water that accumulates behind these devices to meet state water quality criteria at the stream mile where activity occurs before it is returned to the unaffected portion of the stream. Cofferdams must be used wherever construction activity is at or below water elevation.
- c) A floating silt screen extending from the surface to the bottom is to be in place during excavation or dredging to prevent sedimentation in surrounding areas. It is to be left in place until disturbed sediments are visibly settled.
- d) You agree to keep equipment out of the reservoir or stream and off reservoir or stream banks, to the extent practicable (i.e., performing work "in the dry").
- e) You agree to avoid contact of wet concrete with the stream or reservoir, and avoid disposing of concrete washings, or other substances or materials, in those waters.
- f) You agree to use erosion control structures around any material stockpile areas.
- g) You agree to apply clean/shaken riprap or shot rock (where needed at water/bank interface) over a water permeable/soil impermeable fabric or geotextile and in such a manner as to avoid stream sedimentation or disturbance, or that any rock used for cover and stabilization shall be large enough to prevent washout and provide good aquatic habitat.
- h) You agree to remove, redistribute, and stabilize (with vegetation) all sediment which accumulates behind cofferdams or silt control structures.
- i) You agree to use vegetation (versus riprap) wherever practicable and sustainable to stabilize streambanks, shorelines, and adjacent areas. These areas will be stabilized as soon as practicable, using either an appropriate seed mixture that includes an annual (quick cover) as well as one or two perennial legumes and one or two perennial grasses, or sod. In winter or summer, this will require initial planting of a quick cover annual only, to be followed by subsequent establishment of the perennials. Seed and soil will be protected as appropriate with erosion control netting and/or mulch and provided adequate moisture. Streambank and shoreline areas will also be permanently stabilized with native woody plants, to include trees wherever practicable and sustainable (this vegetative prescription may be altered if dictated by geologic conditions or landowner requirements). You also agree to install or perform additional erosion control structures/techniques deemed necessary by TVA.

Additional Conditions

082° 18' 03.71" W (UNICO) 082° 15' 37.41" W 088° 04' 24.15" N 088° 01' 36.58" N



082° 18' 03.71" W (BURNSVILLE) 082° 15' 37.41" W 088° 01' 36.58" N

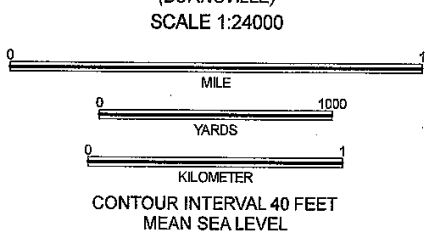
(BALD CREEK)

(MICAVILLE)

Produced by MyTopo Terrain Navigator
Topography based on USGS 1:24,000
Maps
North American 1983 Datum (NAD83)
Polyconic Projection
To place on the predicted North American
1927 move the projection lines 12M N and
13M E

Declination

 GN 0.75° W
 MN 6.39° W



HUNTDAL, NC
1939