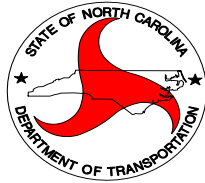


STATE OF NORTH CAROLINA  
**DEPARTMENT OF TRANSPORTATION**



Division 14

District 1

## **Contract & Bonds**

**CONTRACT:** DN01112  
**TIP Number:** N/A  
**FEDERAL:** STATE FUNDED  
**WBS Element:** BP14.R041.3  
**LOCATION:** BRIDGE 29 OVER SOUTH BRANCH LITTLE WHITE OAK  
CREEK ON NC 9  
**COUNTY:** POLK  
**DESCRIPTION:** GRADING, PAVING, DRAINAGE, AND STRUCTURE

**Contractor:** Kemp Sigmon Construction Co  
**Address:** PO Box 1270  
Claremont, NC 28610

**Division Engineer:** Wesley Grindstaff, P.E.  
**District Engineer:** Troy Wilson, P.L.S.  
**Resident Engineer:** Patrick Eubanks

**Letting Date:** 8/26/2025

**Contract Execution:** 09/08/2025

STATE OF NORTH CAROLINA  
DEPARTMENT OF TRANSPORTATION  
HIGHWAY DIVISION 14

**PROPOSAL**

**DATE AND TIME OF BID OPENING: AUGUST 26, 2025 AT 2:00 PM**

**CONTRACT ID: DN01112**

**WBS ELEMENT NO.: BP14.R041.3**

**FEDERAL AID NO.: STATE FUNDED**

**COUNTY: POLK**

**TIP NO.: N/A**

**MILES: 0.319**

**ROUTE NO.: NC 9**

**LOCATION: BRIDGE 29 OVER SOUTH BRANCH LITTLE WHITE OAK  
CREEK ON NC 9**

**★ TYPE OF WORK: GRADING, PAVING, DRAINAGE, AND STRUCTURE ★**

**NOTICE:**

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

**THIS IS A STRUCTURE PROJECT.**

**BID BOND IS REQUIRED.**

Kemp Sigmon Construction Co

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**NAME OF BIDDER**

PO Box 1270 CLAREMONT, NC 28610

---

**ADDRESS OF BIDDER**

**PROPOSAL FOR THE CONSTRUCTION OF  
CONTRACT No. DN01112 IN POLK COUNTY, NORTH CAROLINA  
DEPARTMENT OF TRANSPORTATION,  
RALEIGH, NORTH CAROLINA**

The Bidder has carefully examined the location of the proposed work to be known as Contract No. **DN01112**; 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 Department 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 *2024 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 Contract No. **DN01112** in **Polk 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 2024* 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 or Division Engineer.

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.



DocuSigned by:

A handwritten signature in blue ink, appearing to read "Jeanette L. White".

29BD93927CF24F6...  
08/04/2025

**TABLE OF CONTENTS**

**COVER SHEET  
PROPOSAL SHEET**

**PROJECT SPECIAL PROVISIONS**

BOND REQUIREMENTS:.....G-1  
HAUL ROADS:.....G-1  
CONTRACT TIME AND LIQUIDATED DAMAGES:.....G-1  
INTERMEDIATE CONTRACT TIME NUMBER 1 AND LIQUIDATED DAMAGES:.....G-2  
INTERMEDIATE CONTRACT TIME NUMBER 2 AND LIQUIDATED DAMAGES:.....G-2  
PERMANENT VEGETATION ESTABLISHMENT:.....G-3  
CONSTRUCTION MORATORIUM:.....G-4  
MAJOR CONTRACT ITEMS:.....G-4  
SPECIALTY ITEMS:.....G-4  
FUEL PRICE ADJUSTMENT:.....G-4  
SCHEDULE OF ESTIMATED COMPLETION PROGRESS:.....G-6  
MINORITY BUSINESS ENTERPRISE AND WOMEN BUSINESS ENTERPRISE (DIVISIONS):.....G-6  
RESTRICTIONS ON ITS EQUIPMENT AND SERVICES:.....G-22  
USE OF UNMANNED AIRCRAFT SYSTEM (UAS):.....G-22  
EQUIPMENT IDLING GUIDELINES:.....G-23  
SUBSURFACE INFORMATION:.....G-23  
TWELVE MONTH GUARANTEE:.....G-23  
OUTSOURCING OUTSIDE THE USA:.....G-24  
EROSION AND SEDIMENT CONTROL/STORMWATER CERTIFICATION:.....G-24  
PROCEDURE FOR MONITORING BORROW PIT DISCHARGE:.....G-30

ROADWAY .....R-1

**STANDARD SPECIAL PROVISIONS**

AVAILABILITY OF FUNDS – TERMINATION OF CONTRACTS ..... SSP-1  
NCDOT GENERAL SEED SPECIFICATION FOR SEED QUALITY ..... SSP-2  
ERRATA ..... SSP-5  
PLANT AND PEST QUARANTINES..... SSP-7  
MINIMUM WAGES ..... SSP-8  
TITLE VI AND NONDISCRIMINATION: ..... SSP-9  
ON-THE-JOB TRAINING ..... SSP-18

**UNIT PROJECT SPECIAL PROVISIONS**

GEOTECHNICAL..... GT-1  
UTILITY BY OTHERS ..... UBO-1  
EROSION CONTROL..... EC-1  
STRUCTURE/CULVERTS ..... ST-1

**PERMITS**..... P-1

**PROPOSAL ITEM SHEET**

**SIGNATURE SHEETS AND FORMS**..... S-1

**BID/PAY ITEM SHEETS**..... T-1

**DOT EXECUTION SHEET**..... U-1

**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 may cause the bid to be considered irregular and may be grounds for rejection of the bid.**

For preparing and submitting the bid electronically, refer to Article 102-8(B) of the *Standard Specifications*.

Bidders that bid electronically on Raleigh Central-Let projects will need a separate Digital Signature from the approved electronic bidding provider for Division Contracts.

**ELECTRONIC ON-LINE BID:**

1. Download entire proposal from Connect NCDOT website. Download the electronic submittal file from the approved electronic bidding provider website.
2. In accordance with Article 102-3 of the Standard Specifications, registration on the Interested Parties List is required unless SP1 G02 Interested Parties List Not Required provision is included in the proposal.
3. Prepare and submit the electronic submittal file using the approved electronic bidding provider software.
4. Electronic bidding software necessary for electronic bid preparation may be downloaded from the Bid Express website following the directions at: <https://connect.ncdot.gov/letting/Pages/Electronic-Bidding.aspx>.
5. Questions should be emailed 7 calendar days prior to the bid opening to **Jeffrey E. Alspaugh, EI** at **d14contracts@ncdot.gov**. Contact with any other NCDOT personnel concerning this project is strictly prohibited, unless otherwise noted, and may result in bids being considered non-responsive.

**PROJECT SPECIAL PROVISIONS****GENERAL****BOND REQUIREMENTS:**

(6-1-16)(Rev.1-16-24)

102-8, 102-10

SPD 01-420A

A Bid Bond is required in accordance with Article 102-10 of the *Standard Specifications for Roads and Structures*.

Contract Payment and Performance Bonds are required in accordance with Article 103-7 of the *Standard Specifications*.

**HAUL ROADS:**

(7-16-24)

105

SP1 G04

Revise the *Standard Specifications* as follows:

**Page 1-45, Article 105-15 RESTRICTION OF LOAD LIMITS, line 31**, add the following after second sentence of the second paragraph:

At least 30 days prior to use, the Contractor shall notify the Engineer of any public road proposed for use as a haul road for the project.

**CONTRACT TIME AND LIQUIDATED DAMAGES:**

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

108

SP1 G08 A

The date of availability for this contract is **September 22, 2025**, except that work in jurisdictional waters and wetlands shall not begin until a meeting between the DOT, Regulatory Agencies, and the Contractor is held as stipulated in the permits contained elsewhere in this proposal. This delay in availability has been considered in determining the contract time for this project.

The completion date for this contract is **May 14, 2027**.

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

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

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

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

108

SP1 G13 A

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

The date of availability for this intermediate contract time is **September 22, 2025**.

The completion date for this intermediate contract time is **November 13, 2026**.

The liquidated damages for this intermediate contract time are **One Thousand Six Hundred Dollars (\$ 1,600.00)** per calendar day.

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

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

(2-20-07)

108

SP1 G14 A

The Contractor shall complete the required work of installing, maintaining, and removing the traffic control devices for lane closures and restoring traffic to the existing traffic pattern. The Contractor shall not close or narrow a lane of traffic on **NC 9** during the following time restrictions:

**DAY AND TIME RESTRICTIONS****MONDAY THRU FRIDAY****7:00 AM – 9:00 AM and 2:00 PM – 4:00 PM**

In addition, the Contractor shall not close or narrow a lane of traffic on **NC 9**, detain and/or alter the traffic flow on or during holidays, holiday weekends, special events, or any other time when traffic is unusually heavy, including the following schedules:

**HOLIDAY AND HOLIDAY WEEKEND LANE CLOSURE RESTRICTIONS**

1. For **unexpected occurrence** that creates unusually high traffic volumes, as directed by the Engineer.
2. For **New Year's Day**, between the hours of **7:00 AM** December 31st and **4:00 AM** January 2nd. If New Year's Day is on a Friday, Saturday, Sunday or Monday, then until **4:00 AM** the following Tuesday.
3. For **Easter**, between the hours of **7:00 AM** Thursday and **4:00 AM** Monday.

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

If **Independence Day** is on a Friday, Saturday, Sunday or Monday, then between the hours of **7:00 AM** the Thursday before Independence Day and **4:00 AM** the Tuesday after Independence Day.

6. For **Labor Day**, between the hours of **7:00 AM** Friday and **4:00 AM** Tuesday.
7. For **Thanksgiving Day**, between the hours of **7:00 AM** Tuesday and **4:00 AM** Monday.
8. For **Christmas**, between the hours of **7:00 AM** the Friday before the week of Christmas Day and **4:00 AM** the following Tuesday after the week of Christmas Day.

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

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

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

The liquidated damages are **Two Hundred Fifty Dollars (\$ 250.00)** per hour.

**PERMANENT VEGETATION ESTABLISHMENT:**

(2-16-12)(Rev. 1-16-24)

104

SP1 G16

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

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

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

**CONSTRUCTION MORATORIUM:**

(1-19-16)

SP1 G18C

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

**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.

**SPECIALTY ITEMS:**

(7-1-95)(Rev. 1-16-24)

108-6

SP1 G37

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

<b>Line #</b>	<b>Description</b>
0031-0037	Guardrail
0042-0044	Signing
0059-0061	Long-Life Pavement Markings
0066	Permanent Pavement Markers
0067-0093, 0095	Erosion Control
0093	Reforestation
0098-0101	Drilled Piers

**FUEL PRICE ADJUSTMENT:**

(11-15-05)(Rev. 1-16-24)

109-8

SP1 G43

**Page 1-82, Article 109-8, FUEL PRICE ADJUSTMENTS**, add the following:

The base index price for DIESEL #2 FUEL is \$ **2.5735** per gallon. Where any of the following are included as pay items in the contract, they will be eligible for fuel price adjustment.

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

<b>Description</b>	<b>Units</b>	<b>Fuel Usage Factor Diesel</b>
Unclassified Excavation	Gal/CY	0.29
Borrow Excavation	Gal/CY	0.29
Class IV Subgrade Stabilization	Gal/Ton	0.55
Aggregate Base Course	Gal/Ton	0.55
Sub-Ballast	Gal/Ton	0.55
Erosion Control Stone	Gal/Ton	0.55
Rip Rap, Class _____	Gal/Ton	0.55
Asphalt Concrete Base Course, Type _____	Gal/Ton	0.90 or 2.90
Asphalt Concrete Intermediate Course, Type _____	Gal/Ton	0.90 or 2.90
Asphalt Concrete Surface Course, Type _____	Gal/Ton	0.90 or 2.90
Open-Graded Asphalt Friction Course	Gal/Ton	0.90 or 2.90
Permeable Asphalt Drainage Course, Type _____	Gal/Ton	0.90 or 2.90
Sand Asphalt Surface Course, Type _____	Gal/Ton	0.90 or 2.90
Ultra-thin Bonded Wearing Course	Gal/Ton	0.90 or 2.90
Aggregate for Cement Treated Base Course	Gal/Ton	0.55
Portland Cement for Cement Treated Base Course	Gal/Ton	0.55
> 11" Portland Cement Concrete Pavement	Gal/SY	0.327
Concrete Shoulders Adjacent to > 11" Pavement	Gal/SY	0.327
9" to 11" Portland Cement Concrete Pavement	Gal/SY	0.272
Concrete Shoulders Adjacent to 9" to 11" Pavement	Gal/SY	0.272
< 9" Portland Cement Concrete Pavement	Gal/SY	0.245
Concrete Shoulders Adjacent to < 9" Pavement	Gal/SY	0.245

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

<https://connect.ncdot.gov/letting/LetCentral/Fuel%20Usage%20Factor%20Adjustment%20Form%20-%20Starting%20Nov%202022%20Lettings.pdf>

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

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

**SCHEDULE OF ESTIMATED COMPLETION PROGRESS:**

(7-15-08)(Rev. 6-17-25)

108-2

SP1 G58

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

	<b><u>Fiscal Year</u></b>	<b><u>Progress (% of Dollar Value)</u></b>
2026	(7/01/25 - 6/30/26)	<b>68%</b> of Total Amount Bid
2027	(7/01/26 - 6/30/27)	<b>32%</b> of Total Amount Bid

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

**MINORITY BUSINESS ENTERPRISE AND WOMEN BUSINESS ENTERPRISE (DIVISIONS):**

(10-16-07)(Rev. 5-9-24)

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 the Combined MBE/WBE goal. No submittal of a Letter of Intent is required.

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

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

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

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

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

makes minor modifications to the materials, supplies, articles, or equipment is not a manufacturer.

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

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

*Regular Dealer* - A firm that owns (or leases), and operates a store, warehouse, or other establishment in which the materials or supplies required for the performance of the contract are bought, kept in sufficient quantities, 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, concrete or concrete products, gravel, stone, asphalt and petroleum products need not keep such products in stock, if it owns and operates distribution equipment for the products. Any supplement of regular dealers' own distribution equipment shall be by a long-term operating lease and not on an ad hoc or contract-by-contract basis.

*Distributor* - A firm that engages in the regular sale or lease of the items specified by the contract. A distributor assumes responsibility for the items it purchases once they leave the point of origin (e.g., a manufacturer's facility), making it liable for any loss or damage not covered by the carrier's insurance.

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

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

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

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

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

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

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

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

<https://connect.ncdot.gov/business/Turnpike/Documents/Form%20DBE-IS%20Subcontractor%20Payment%20Information.pdf>

RF-1 *MBE/WBE Replacement Request Form* - Form for replacing a committed MBE or WBE.

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

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

<https://connect.ncdot.gov/projects/construction/Construction%20Forms/SAF%20Form%20-%20Subcontract%20Approval%20Form%20Revised%2004-19.xlsm>

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

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

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

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

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

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

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

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

*DBE Regular Dealer/Distributor Affirmation Form* – Form is used to make a preliminary counting determination for each DBE listed as a regular dealer or distributor to assess its eligibility for 60 or 40 percent credit, respectively of the cost of materials or supplies based on its demonstrated capacity and intent to perform as a regular dealer or distributor, as defined in section 49 CFR 26.55 under the contract at issue. A Contractor will submit the completed form with the Letter of Intent.

<https://connect.ncdot.gov/projects/construction/Construction%20Forms/DBE%20Regular%20Dealer-Distributor%20Affirmation%20Form%20-%20USDOT%202024.pdf>

**Combined MBE/WBE Goal**

The Combined MBE/WBE Goal for this project is **3 %**

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

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

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

(B) Women Business Enterprises **2%**

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

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

**Directory of Transportation Firms (Directory)**

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

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

### Listing of MBE/WBE Subcontractors

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

#### (A) Electronic Bids

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

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

#### (B) Paper Bids

- (1) *If the Combined MBE/ WBE goal is more than zero,*
  - (a) Bidders, at the time the bid proposal is submitted, shall submit a listing of MBE/WBE participation, including the names and addresses on *Listing of MBE and WBE Subcontractors* contained elsewhere in the contract documents in order for the bid to be considered responsive. Bidders shall indicate the total dollar value of the MBE and WBE participation for the contract.
  - (b) If bidders have no MBE or WBE participation, they shall indicate this on the *Listing of MBE and WBE Subcontractors* by entering the word "None" or the number "0." This form shall be completed in its entirety. **Blank forms will not be deemed to represent zero participation.** Bids submitted that do not have MBE and WBE participation indicated on the

appropriate form will not be read publicly during the opening of bids. The Department will not consider these bids for award and the proposal will be rejected.

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

### **MBE or WBE Prime Contractor**

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

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 Combined MBE/WBE goal of the contract, indicating the bidder's commitment to use the MBE/WBE in the contract. This documentation shall be submitted on the Department's form titled *Letter of Intent*.

The documentation shall be received in the office of the Engineer no later than 2:00 p.m. of the fifth calendar day following opening of bids, unless the fifth 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 10:00 a.m. on the next official state business day.

If the bidder fails to submit the Letter of Intent from each committed MBE and WBE to be used toward the Combined MBE/WBE goal, or if the form is incomplete (i.e. both signatures are not present), the MBE/WBE participation will not count toward meeting the Combined MBE/WBE goal. If the lack of this participation drops the commitment below the Combined MBE/WBE goal, the Contractor shall submit evidence of good faith efforts for the goal not met, completed in its entirety, to the Engineer no later than 2:00 p.m. 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 10:00 a.m. on the next official state business day.

### **Banking MBE/WBE Credit**

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

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

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

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

One complete set and **2** copies of this information shall be received in the office of the Engineer no later than 2:00 p.m. of the fifth calendar day following opening of bids, unless the fifth 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 10:00 a.m. 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 a Combined MBE/WBE Goal More Than Zero**

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

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

- (A) Soliciting through all reasonable and available means (e.g. attendance at pre-bid meetings, advertising, written notices, use of verifiable electronic means through the use

of the NCDOT Directory of Transportation Firms) the interest of all certified MBEs/WBEs that are also prequalified subcontractors. The bidder must solicit this interest within at least 10 days prior to bid opening to allow the MBEs/WBEs to respond to the solicitation. Solicitation shall provide the opportunity to MBEs/WBEs within the Division and surrounding Divisions where the project is located. The bidder must determine with certainty if the MBEs/WBEs are interested by taking appropriate steps to follow up initial solicitations.

- (B) Selecting portions of the work to be performed by MBEs/WBEs in order to increase the likelihood that the Combined MBE/WBE goal will be achieved.
  - (1) Where appropriate, break out contract work items into economically feasible units to facilitate MBE/WBE participation, even when the prime contractor might otherwise prefer to perform these work items with its own forces.
  - (2) Negotiate with subcontractors to assume part of the responsibility to meet the advertised goal when the work to be sublet includes potential for MBE/WBE participation (2<sup>nd</sup> and 3<sup>rd</sup> tier subcontractors).
- (C) Providing interested certified MBEs/WBEs that are also prequalified subcontractors with adequate information about the plans, specifications, and requirements of the contract in a timely manner to assist them in responding to a solicitation.
- (D)
  - (1) Negotiating in good faith with interested MBEs/WBEs. It is the bidder's responsibility to make a portion of the work available to MBE/WBE subcontractors and suppliers and to select those portions of the work or material needs consistent with the available MBE/WBE subcontractors and suppliers, so as to facilitate MBE/WBE participation. Evidence of such negotiation includes the names, addresses, and telephone numbers of MBEs/WBEs that were considered; a description of the information provided regarding the plans and specifications for the work selected for subcontracting; and evidence as to why additional agreements could not be reached for MBEs/WBEs to perform the work.
  - (2) A bidder using good business judgment would consider a number of factors in negotiating with subcontractors, including MBE/WBE subcontractors, and would take a firm's price and capabilities as well as the advertised goal into consideration. However, the fact that there may be some additional costs involved in finding and using MBEs/WBEs is not in itself sufficient reason for a bidder's failure to meet the advertised goal, as long as such costs are reasonable. Also, the ability or desire of a prime contractor to perform the work of a contract with its own organization does not relieve the bidder of the responsibility to make good faith efforts. Bidding contractors are not, however, required to accept higher quotes from MBEs/WBEs if the price difference is excessive or unreasonable.
- (E) Not rejecting MBEs/WBEs as being unqualified without sound reasons based on a thorough investigation of their capabilities. The bidder's standing within its industry, membership in specific groups, organizations, or associates and political or social

affiliations (for example, union vs. non-union employee status) are not legitimate causes for the rejection or non-solicitation of bids in the bidder's efforts to meet the project goal.

- (F) Making efforts to assist interested MBEs/WBEs in obtaining bonding, lines of credit, or insurance as required by the recipient or bidder.
- (G) Making efforts to assist interested MBEs/WBEs in obtaining necessary equipment, supplies, materials, or related assistance or services.
- (H) Effectively using the services of available minority/women community organizations; minority/women contractors' groups; Federal, State, and local minority/women business assistance offices; and other organizations as allowed on a case-by-case basis to provide assistance in the recruitment and placement of MBEs/WBEs. Contact within 7 days from the bid opening the Business Opportunity and Work Force Development Unit at [BOWD@ncdot.gov](mailto:BOWD@ncdot.gov) to give notification of the bidder's inability to get MBE or WBE quotes.
- (I) Any other evidence that the bidder submits which shows that the bidder has made reasonable good faith efforts to meet the advertised goal.

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

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

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

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

The 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 the Combined MBE/WBE Goal**

(A) Participation

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

(B) Joint Checks

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

(C) Subcontracts (Non-Trucking)

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

(D) Joint Venture

When a MBE or WBE performs as a participant in a joint venture, the Contractor may count toward its contract goal requirement a portion of the total value of participation

with the MBE or WBE in the joint venture, that portion of the total dollar value being a distinct clearly defined portion of work that the MBE or WBE performs with its forces.

(E) Manufacturer, Regular Dealer, Distributor

A Contractor may count toward its MBE/WBE requirement 40 percent of its expenditures for materials or supplies (including transportation costs) from a MBE/WBE distributor, 60 percent of its expenditures for materials or supplies (including transportation costs) from a MBE/WBE regular dealer and 100 percent of such expenditures obtained from a MBE/WBE manufacturer.

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

- (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, regular dealer, nor a distributor count the entire amount of fees or commissions charged that the Department deems to be reasonable, including transportation charges for the delivery of materials or supplies. Do not count any portion of the cost of the materials and supplies themselves.

A Contractor will submit a completed *DBE Regular Dealer/Distributor Affirmation Form* with the Letter of Intent to the Engineer. The Engineer will forward to the State Contractor Utilization Engineer or [DBE@ncdot.gov](mailto:DBE@ncdot.gov). The State Contractor Utilization Engineer will make a preliminary assessment as to whether a MBE/WBE supplier has the demonstrated capacity to perform a commercially useful function (CUF) on a contract-by-contract basis *prior* to its participation.

### 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 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 performing and the MBE/WBE credit claimed for its performance of the work, and any other relevant factors. If it is determined that a MBE or WBE is not performing a Commercially Useful Function, the contractor may present evidence to rebut this presumption to the Department.

(B) MBE/WBE Utilization in Trucking

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

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

- (6) A MBE/WBE may lease truck(s) from an established equipment leasing business open to the general public. The lease must indicate that the MBE/WBE has exclusive use of and control over the truck. This requirement does not preclude the leased truck from working for others during the term of the lease with the consent of the MBE/WBE, so long as the lease gives the MBE/WBE absolute priority for use of the leased truck. This type of lease may count toward the MBE/WBE's credit as long as the driver is under the MBE/WBE's payroll.
- (7) Subcontracted/leased trucks shall display clearly on the dashboard the name of the MBE/WBE that they are subcontracted/leased to and their own company name if it is not identified on the truck itself. Magnetic door signs are not permitted.

### **MBE/WBE Replacement**

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

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

A committed MBE/WBE subcontractor may only be terminated or any portion of its work after receiving the Department's written approval based upon a finding of good cause for the proposed termination and/or substitution. Good cause does not exist if the Contractor seeks to terminate a MBE/WBE or any portion of its work that it relied upon to obtain the contract so that the Contractor can self-perform the work for which the MBE/WBE was engaged, or so that the Contractor can substitute another MBE/WBE or non-MBE/WBE contractor after contract award. For purposes of this section, good cause shall include the following circumstances:

- (a) The listed MBE/WBE subcontractor fails or refuses to execute a written contract;
- (b) The listed MBE/WBE subcontractor fails or refuses to perform the work of its subcontract in a way consistent with normal industry standards. Provided, however, that good cause does not exist if the failure or refusal of the MBE/WBE subcontractor to perform its work on the subcontract results from the bad faith or discriminatory action of the prime contractor;
- (c) The listed MBE/WBE subcontractor fails or refuses to meet the prime contractor's reasonable, nondiscriminatory bond requirements;

- (d) The listed MBE/WBE subcontractor becomes bankrupt, insolvent, or exhibits credit unworthiness;
- (e) The listed MBE/WBE subcontractor is ineligible to work on public works projects because of suspension and debarment proceedings pursuant to 2 CFR parts 180, 215 and 1200 or applicable State law;
- (f) The listed MBE/WBE subcontractor is not a responsible contractor;
- (g) The listed MBE/WBE voluntarily withdraws from the project and provides written notice of withdrawal;
- (h) The listed MBE/WBE is ineligible to receive MBE/WBE credit for the type of work required;
- (i) A MBE/WBE owner dies or becomes disabled with the result that the listed MBE/WBE contractor is unable to complete its work on the contract; and
- (j) Other documented good cause that compels the termination of the MBE/WBE subcontractor.

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

(A) Performance Related Replacement

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

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

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

**(B) Decertification Replacement**

- (1) When a committed MBE/WBE is decertified by the Department after the SAF (*Subcontract Approval Form*) has been received by the Department, the Department will not require the Contractor to solicit replacement MBE/WBE participation equal to the remaining work to be performed by the decertified firm. The participation equal to the remaining work performed by the decertified firm will count toward the contract goal requirement but not the overall goal.
  - (i) If the MBE/WBE's ineligibility is caused solely by its having exceeded the size standard during the performance of the contract. The Department may continue to count participation equal to the remaining work performed by the decertified firm which will count toward the contract goal requirement and overall goal.
  - (ii) If the MBE/WBE's ineligibility is caused solely by its acquisition by or merger with a non- MBE/WBE during the performance of the contract. The Department may not continue to count the portion of the decertified firm's performance on the contract remaining toward either the contract goal or the overall goal, even if the Contractor has executed a subcontract with the firm or the Department has executed a prime contract with the MBE/WBE that was later decertified.
- (2) When a committed MBE/WBE is decertified prior to the Department receiving the SAF (*Subcontract Approval Form*) for the named MBE/WBE firm, the Contractor shall take all necessary and reasonable steps to replace the MBE/WBE subcontractor with another MBE/WBE subcontractor to perform at least the same amount of work to meet the Combined MBE/WBE goal requirement. If a MBE/WBE firm is not found to do the same amount of work, a good faith effort must be submitted to NCDOT (see A herein for required documentation).

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

**Changes in the Work**

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

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

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

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

### **Reports and Documentation**

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

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

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

### **Reporting Minority and Women Business Enterprise Participation**

The Contractor shall provide the Engineer with an accounting of payments made to all MBE 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 *Standard Specifications* may be cause to disqualify the Contractor.

### **RESTRICTIONS ON ITS EQUIPMENT AND SERVICES:**

(11-17-20)

SP01 G090

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

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

(8-20-19)(Rev. 8-19-25)

SP1 G092

The Contractor shall adhere to all Federal, State and Local regulations and guidelines for the use of Unmanned Aircraft Systems (UAS). This includes but is not limited to US 14 CFR Part 107, NC GS 15A-300, all FAA rules, regulations and policies and all NCDOT UAS Policies. The required operator certifications include possessing a current Federal Aviation Administration (FAA) Remote Pilot Certificate, as well as operating a UAS registered with the FAA.

All UAS operations shall be approved by the Engineer prior to beginning the operations.

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

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

**EQUIPMENT IDLING GUIDELINES:**

(1-19-21)

107

SP1 G096

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

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

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

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

**SUBSURFACE INFORMATION:**

(7-1-95)(Rev. 8-16-22)

450

SP1 G112 B

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

**TWELVE MONTH GUARANTEE:**

(7-15-03)

108

SP1 G145

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

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

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

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

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

**OUTSOURCING OUTSIDE THE USA:**

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

SP1 G150

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

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

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

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

(1-16-07) (Rev. 10-15-24)

105-16, 225-2, 16

SP1 G180

**General**

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

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

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

### **Roles and Responsibilities**

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

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

Permit NCS000250 requirements, and the applicable requirements of the *General Permit, NCG010000*.

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

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

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

- (C) *Certified Installers* - Provide at least one onsite, Level I Certified Installer for each of the following erosion and sediment control/stormwater crew:
- (1) Seeding and Mulching
  - (2) Temporary Seeding
  - (3) Temporary Mulching
  - (4) Sodding
  - (5) Silt fence or other perimeter erosion/sediment control device installations
  - (6) Erosion control blanket installation
  - (7) Hydraulic tackifier installation
  - (8) Turbidity curtain installation
  - (9) Rock ditch check/sediment dam installation
  - (10) Ditch liner/matting installation
  - (11) Inlet protection
  - (12) Riprap placement
  - (13) Stormwater BMP installations (such as but not limited to level spreaders, retention/detention devices)
  - (14) Pipe installations within jurisdictional areas

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

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

### **Preconstruction Meeting**

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

### **Ethical Responsibility**

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

**Revocation or Suspension of Certification**

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

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

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

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

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

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

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

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

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

**Measurement and Payment**

All work described within this provision and the role of 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. 1-16-24)

105-16, 230, 801

SP1 G181

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

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

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

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

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

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

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

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

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

### **NOTES TO CONTRACTOR:**

#### **Bat Measures – USACE (3.13.2023) Section 7:**

1. Tree clearing will take place from October 16 to March 31.
2. NCDOT will preform day roost surveys once, prior to any percussive or bridge demolition activities required for the project and again prior to demolition of the culvert detour, if it takes place more than 60 days after the first survey during the bat active season (April 1 – October 15). If federally listed of proposed bats are found day roosting, the USFWS will be contacted for further discussion.
3. NCDOT will not preform night work and will not install permanent or temporary lighting.

#### **Mitigation – NCOLWS (5.22.2019) Mitigation Compliance:**

1. Impact-Restoration Plan will be followed.

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

(9-17-02)(Rev. 3-19-24)

200

SP2 R02A

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

**BRIDGE APPROACH FILLS:**

(10-19-10)(Rev. 1-16-24)

422

SP4 R02

**Description**

Bridge approach fills consist of backfilling behind bridge end bents with select material or aggregate to support all or part of bridge approach slabs. Install outlets and grade bridge approach fills to drain water through and away from approach fills. Install geotextiles to allow for possible future slab jacking and separate approach fills from embankment fills, natural ground and pavement sections as required. For bridge approach fills behind end bents with mechanically stabilized earth (MSE) abutment walls, reinforce bridge approach fills with MSE wall reinforcement connected to end bent caps as required. Construct bridge approach fills in accordance with the contract, accepted submittals and bridge approach fill *Roadway Standard Drawings*.

Define bridge approach fill types as follows:

*Type 1 Approach Fill* – Approach fill for bridge abutment in accordance with *Roadway Standard Drawing* No. 423.01;

*Type 1A Approach Fill* – Alternate approach fill for integral bridge abutment in accordance with *Roadway Standard Drawing* No. 423.02;

*Type 2 Approach Fill* – Approach fill for bridge abutment with MSE wall in accordance with *Roadway Standard Drawing* No. 423.03 and

*Type 2A Approach Fill* – Alternate approach fill for integral bridge abutment with MSE wall in accordance with *Roadway Standard Drawing* No. 423.04.

At the Contractors option, use Type 1A or 2A approach fills instead of Type 1 or 2 approach fills, respectively, for integral bridge abutments. Type 1A and 2A approach fills consists of constructing an approach fill with a temporary geotextile wall before placing all or a portion of the concrete for the backwall and wing walls of the integral end bent cap. The temporary geotextile wall is designed for a construction surcharge, remains in place and is aligned so the wall face functions as a form for the integral end bent cap backwall and wing walls.

## Materials

Refer to Division 10 of the *Standard Specifications*.

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

Provide Type 1 geotextile for separation geotextiles, Type 4a geotextile for under bridge approach slabs and Class B concrete for outlet pads. Use Class V or Class VI select material for Type 1 and 1A approach fills and the same aggregate type approved for the reinforced zone in the accepted MSE wall submittal for Type 2 and 2A approach fills. For MSE wall aggregate, reinforcement and connector materials, see the *Mechanically Stabilized Earth Retaining Walls* provision. Provide outlet pipes and fittings for subsurface drainage materials. Provide 1/4" hardware cloth with 1/4 inch openings constructed from 24 gauge wire.

For temporary geotextile walls, use welded wire reinforcement for welded wire facing and Type 5a geotextile for reinforcement geotextiles. Use Type 5a geotextile with lengths as shown in *Roadway Standard Drawing* No. 423.02 or 423.04.

## Construction Methods

Excavate as necessary for approach fills and, if applicable, temporary geotextile walls in accordance with the contract. Ensure limits of approach fills are graded to drain as shown in the bridge approach fill *Roadway Standard Drawings*. For Type 1 and 1A approach fills in embankment fills, place and compact a temporary 1.5:1 (H:V) fill slope in accordance with *Roadway Standard Drawing* No. 423.01 or 423.02 and in accordance with Subarticle 235-3(B) and 235-3(C) of the *Standard Specifications*. Density testing is required within the temporary fill slope and additional more frequent density testing is also required for bridge approach embankments. Wait 3 days before cutting the slope back to complete the approach fill excavation. Use excavated material elsewhere on the project to form embankments, subgrades, or shoulders. If a slope for an approach fill is excavated to flatter than what is required for access or any other reason, that same slope is required for the entire approach fill excavation. Do not backfill overexcavations that extend outside the approach fill limits shown on the *Roadway Standard Drawings* with embankment soils. Instead, expand approach fill limits to include overexcavations.

Notify the Engineer when embankment fill placement and approach fill excavation is complete. Do not place separation geotextiles or aggregate until approach fill dimensions and embankment materials below and outside approach fills are approved.

For Type 2 approach fills, cast MSE wall reinforcement or connectors into end bent cap backwalls within 3 inches of locations shown in the accepted MSE wall submittals. Install MSE wall reinforcement with the orientation, dimensions and number of layers shown in the accepted MSE

wall submittals. If a Type 2 approach fill is designed with geogrid reinforcement embedded in an end bent cap, cut geogrids to the required lengths and after securing ends of geogrids in place, reroll and rewrap portions of geogrids not embedded in the cap to protect geogrids from damage. Before placing aggregate over any MSE wall geosynthetic reinforcement, pull reinforcement taut so that it is in tension and free of kinks, folds, wrinkles or creases.

For Type 1 and 1A approach fills, place pipe sleeves in wing walls so water drains towards outlets. Use sleeves that can withstand wing wall loads. Insert outlet pipes into pipe sleeves to direct water towards outlets. Attach hardware cloth in front of the outlet pipe at the wing. Connect outlet pipes and fittings with solvent cement in accordance with Article 815-3 of the *Standard Specifications* and place outlet pads in accordance with Roadway Standard Drawing No. 815.03.

Attach separation geotextiles to end bent cap backwalls and wing walls with adhesives, tapes or other approved methods. Overlap adjacent geotextiles of the same type at least 18 inches. Cover select material or aggregate with Type 4a geotextile at an elevation 6 inches below the bridge approach slab. Hold geotextiles in place with wire staples or anchor pins as needed. Contact the Engineer when existing or future obstructions such as foundations, pavements, pipes, inlets or utilities will interfere with geotextiles or MSE wall reinforcement.

For Type 1A and 2A approach fills, install temporary geotextile walls as shown in *Roadway Standard Drawing* No. 423.02 or 423.04. At the Contractor's option, construct the bottom portion of integral end bents before temporary geotextile walls as shown in the plans. Erect and set welded wire facing for temporary geotextile walls so facing functions as a form for the integral end bent cap backwall. Place welded wire facing adjacent to each other in the horizontal and vertical directions to completely cover the temporary geotextile wall face. Stagger welded wire facing to create a running bond by centering facing over joints in the row below. Wrap reinforcement geotextiles at the wall face in accordance with *Roadway Standard Drawing* No. 423.02 or 423.04 and cover geotextiles with at least 3 inches of select material or aggregate. Place layers of reinforcement geotextiles within 3 inches of locations shown in *Roadway Standard Drawing* No. 423.02 or 423.04. Install reinforcement geotextiles with the direction shown in *Roadway Standard Drawing* No. 423.02 or 423.04. Orient overlapping seams in reinforcement geotextiles perpendicular to the integral end bent cap backwall. Do not overlap reinforcement geotextiles so seams are parallel to the wall face. Before placing select material or aggregate over reinforcement geotextiles, pull geotextiles taut so they are in tension and free of kinks, folds, wrinkles or creases. Temporary geotextile walls are designed for a surcharge pressure in accordance with *Roadway Standard Drawing* No. 423.02 or 423.04. If loads from construction equipment will be more than what the wall is designed for, contact the Engineer before positioning equipment on top of temporary geotextile walls.

Place select material or aggregate in 6 inch to 8 inch thick lifts. Compact fine aggregate for Type 2 and 2A approach fills in accordance with Subarticle 235-3(C) of the *Standard Specifications* except compact fine aggregate to a density of at least 98%. Compact select material for Type 1 and 1A approach fills and coarse aggregate for Type 2 and 2A approach fills with at least 4 passes of a trench roller in a direction parallel to the end bent cap backwall. Do not displace or damage geosynthetics or MSE wall reinforcement when placing and compacting select material or aggregate. End dumping directly on geosynthetics is not permitted. Do not operate heavy

equipment on geosynthetics until they are covered with at least 8 inches of select material or aggregate. Replace any damaged geosynthetics to the satisfaction of the Engineer. When approach fills extend beyond bridge approach slabs, wrap Type 4a geotextiles over select material or aggregate and back under approach slabs as shown in *Roadway Standard Drawing* No. 423.03 or 423.04.

**Measurement and Payment**

Type 1 and 1A approach fills will be paid for at the contract lump sum price for *Type 1 Bridge Approach Fill, Station \_\_\_\_\_* and Type 2 and 2A approach fills will be paid for at the contract lump sum price for *Type 2 Bridge Approach Fill, Station \_\_\_\_\_*. The lump sum price for each approach fill will be full compensation for providing labor, tools, equipment and approach fill materials, excavating, backfilling, hauling and removing excavated materials, installing wall facing, geotextiles and outlets, compacting backfill and supplying select material, aggregate, geotextiles, pipe sleeves, outlet pipes and pads and any incidentals necessary to construct approach fills behind bridge end bents.

Compensation for the material placed within the temporary 1.5:1 (H:V) fill slopes will be made in accordance with Section 225, 226, or 230 of the *Standard Specifications*. The cost of removal, including excavating, hauling, placement, and compaction of the material elsewhere on or off the project will be included in the contract lump sum price for *Type 1 Bridge Approach Fill, Station \_\_\_\_\_*.

The contract lump sum price for *Type 2 Bridge Approach Fill, Station \_\_\_\_\_* will also be full compensation for supplying and connecting MSE wall reinforcement to end bent caps but not designing MSE wall reinforcement and connectors. The cost of designing reinforcement and connectors for Type 2 approach fills behind bridge end bents with MSE abutment walls will be incidental to the contract unit price for *MSE Retaining Wall No. \_\_\_\_\_*.

Payment will be made under:

<b>Pay Item</b>	<b>Pay Unit</b>
Type 1 Bridge Approach Fill, Station _____	Lump Sum
Type 2 Bridge Approach Fill, Station _____	Lump Sum

**INCIDENTAL STONE BASE:**

(7-1-95)(Rev.1-16-24)

545

SP5 R28R

**Description**

Place incidental stone base on driveways, mailboxes, etc. immediately after paving and do not have the paving operations exceed stone base placement by more than one week without written permission of the Engineer.

**Materials and Construction**

Provide and place incidental stone base in accordance with Section 545 of the *Standard Specifications*.

**Measurement and Payment**

*Incidental Stone Base* will be measured and paid in accordance with Article 545-6 of the *Standard Specifications*.

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

(11-21-00)(Rev. 1-16-24)

620

SP6 R25

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

The base price index for asphalt binder for plant mix is \$ **569.38** per ton.

This base price index represents an average of F.O.B. selling prices of asphalt binder at supplier's terminals on **August 1, 2025**.

**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*.

**ELECTRONIC TICKETING SYSTEM:**

(7-16-24)(Rev. 12-17-24)

1020

SP10 R20

**Description**

At the contractor's option, the use of an electronic ticketing system for reporting individual and cumulative asphalt material deliveries may be utilized on this project. At the preconstruction conference, the contractor shall notify the Engineer if they intend to utilize an electronic ticketing system for reporting individual and cumulative asphalt material deliveries to the project.

**Electronic Ticketing Requirements**

- a. The electronic ticketing system must be fully integrated with the load read-out system at the plant. The system shall be designed so data inputs from scales cannot be altered by either the Contractor or the Department.
- b. Material supplier must test to confirm that ticketing data can be shared from the originating system no less than 30 days prior to project start.

- c. After each truck is loaded, ticket data must be electronically captured, and ticket information uploaded via Application Programming Interface (API) to the Department.
- d. Obtain security token from NCDOT for access to E-Ticketing portal (to send tickets). To request a Security Key, fill out the below E-Ticketing Security Request Form: <https://forms.office.com/g/XnT7QeRtgt>
- e. Obtain API from NCDOT containing the required e-ticketing data fields and format. Download the API from the NCDOT E-ticketing Webpage: <https://connect.ncdot.gov/projects/construction/E-Ticketing/Pages/default.aspx>
- f. Provide all ticket information in real time and daily summaries to the Department's designated web portal. If the project contains locations with limited cellular service, an alternative course of action must be agreed upon.
- g. Electronic ticketing submissions must be sent between the Material Supplier and the Department.
- h. The electronic ticket shall contain the following information:

Date  
Contract Number  
Supplier Name  
Contractor Name  
Material  
JMF  
Gross Weight  
Tare Weight  
Net Weight  
Load Number  
Cumulative Weight  
Truck Number  
Weighmaster Certification  
Weighmaster Expiration  
Weighmaster Name  
Facility Name  
Plant Certification Number  
Ticket Number  
Hauling Firm (optional)  
Voided Ticket Number (if necessary)  
Original Ticket Number (if necessary)  
Supplier Revision (If necessary)

The Contractor/supplier can use the electronic ticketing system of their choice to meet the requirements of this provision.

### Measurement and Payment

No measurement or payment will be made for utilizing an electronic ticketing system as the cost of such shall be included in the contract price bid for the material being provided.

### **GLASS BEAD GRADATION FOR PAVEMENT MARKINGS:**

(9-17-24)

1087

SP10 R87

Revise the *Standard Specifications* as follows:

**Page 10-187, Subarticle 1087-4(C), Gradation & Roundness, after line 6,** delete and replace Table 1087-2 with the following:

<b>TABLE 1087-2 GLASS BEAD GRADATION REQUIREMENTS</b>		
<b>Sieve Size</b>	<b>Gradation Requirements</b>	
	<b>Minimum</b>	<b>Maximum</b>
Passing #20	100%	--
Retained on #30	5%	15%
Retained on #50	40%	80%
Retained on #80	15%	40%
Passing #80	0%	10%
Retained on #200	0%	5%

**TEMPORARY SHORING:**

(2-20-07)(Rev. 1-16-24)

SP11 R02

**Description**

Temporary shoring includes cantilever, braced and anchored shoring and temporary mechanically stabilized earth (MSE) walls. Temporary shoring does not include trench boxes. At the Contractor's option, use any type of temporary shoring unless noted otherwise in the plans or as directed. Design and construct temporary shoring based on actual elevations and shoring dimensions in accordance with the contract and accepted submittals. Construct temporary shoring at locations shown in the plans and as directed. Temporary shoring is required to maintain traffic when a 2:1 (H:V) slope from the top of an embankment or bottom of an excavation will intersect the existing ground line less than 5 feet from the edge of pavement of an open travelway. This provision does not apply to pipe, inlet or utility installation unless noted otherwise in the plans.

Positive protection includes concrete barrier and temporary guardrail. Provide positive protection for temporary shoring at locations shown in the plans and as directed. Positive protection is required if temporary shoring is located in the clear zone in accordance with the *AASHTO Roadside Design Guide*.

**(A) Cantilever and Braced Shoring**

Cantilever shoring consists of steel sheet piles or H-piles with timber lagging. Braced shoring consists of sheet piles or H-piles with timber lagging and bracing such as beams, plates, walers, struts, rakers, etc. Define "piles" as sheet piles or H-piles.

**(B) Anchored Shoring**

Anchored shoring consists of sheet piles with walers or H-piles with timber lagging anchored with ground or helical anchors. Driven anchors may be accepted at the discretion of the Engineer. A ground anchor consists of a grouted steel bar or multi-strand tendon with an anchorage. A helical anchor consists of a lead section with a central steel shaft and at least one helix steel plate followed by extensions with only central shafts (no helixes) and an anchorage. Anchorages consist of steel bearing plates with washers and hex nuts for bars or steel wedge plates and wedges for strands. Use a prequalified Anchored Wall Contractor to install ground anchors. Define "anchors" as ground, helical or driven anchors.

**(C) Temporary MSE Walls**

Temporary MSE walls include temporary geosynthetic and wire walls. Define "temporary wall" as a temporary MSE wall and "Temporary Wall Vendor" as the vendor supplying the temporary MSE wall. Define "reinforcement" as geotextile, geogrid, geostrip, welded wire grid or metallic strip reinforcement.

Temporary geosynthetic walls consist of geotextiles or geogrids wrapped behind welded wire facing or geostrips connected to welded wire facing. Define "temporary geotextile

wall” as a temporary geosynthetic wall with geotextile reinforcement, “temporary geogrid wall” as a temporary geosynthetic wall with geogrid reinforcement and “temporary geostrip wall” as a temporary geosynthetic wall with geostrip reinforcement.

Temporary wire walls consist of welded wire grid or metallic strip reinforcement connected to welded wire facing. Define “Wire Wall Vendor” as the vendor supplying the temporary wire wall.

(D) Embedment

Define “embedment” for cantilever, braced and anchored shoring as the pile depth below the grade in front of shoring. Define “embedment” for temporary walls as the wall embedment below the grade at the wall face.

(E) Positive Protection

Define “unanchored or anchored portable concrete barrier” as portable concrete barrier (PCB) that meets *Roadway Standard Drawing* No. 1170.01. Define “concrete barrier” as unanchored or anchored PCB or an approved equal. Define “temporary guardrail” as temporary steel beam guardrail that meets *Roadway Standard Drawing* No. 862.02.

## Materials

Refer to the *Standard Specifications*.

Item	Section
Concrete Barrier Materials	1170-2
Flowable Fill, Excavatable	1000-7
Geosynthetics	1056
Grout, Type 1	1003
Portland Cement	1024-1
Portland Cement Concrete	1000
Select Materials	1016
Steel Beam Guardrail Materials	862-2
Steel Plates	1072-2
Steel Sheet Piles and H-Piles	1084
Untreated Timber	1082-2
Water	1024-4
Welded Wire Reinforcement	1070-3

Provide Type 6 material certifications for shoring materials in accordance with Article 106-3 of the *Standard Specifications*. Use Class IV select material for temporary guardrail and Class A concrete that meets Article 450-2 of the *Standard Specifications* or Type 1 grout for drilled-in piles. Provide untreated timber with a thickness of at least 3 inches and a bending stress of at least 1,000 pounds per square inch for timber lagging. Provide steel bracing that meets ASTM A36.

(A) Shoring Backfill

Use Class II, Type 1, Class III, Class V or Class VI select material or material that meets AASHTO M 145 for soil classification A-2-4 with a maximum PI of 6 for shoring backfill except do not use A-2-4 soil for backfill around culverts.

(B) Anchors

Store anchor materials on blocking a minimum of 12 inches above the ground and protect it at all times from damage; and when placing in the work make sure it is free from dirt, dust, loose mill scale, loose rust, paint, oil or other foreign materials. Load, transport, unload and store anchor materials so materials are kept clean and free of damage. Bent, damaged or defective materials will be rejected.

(1) Ground Anchors

Use high-strength deformed steel bars that meet AASHTO M 275 or seven-wire strands that meet ASTM A886 or Article 1070-5 of the *Standard Specifications*. Splice bars in accordance with Article 1070-9 of the *Standard Specifications*. Do not splice strands. Use bondbreakers, spacers and centralizers that meet Article 6.3.5 of the *AASHTO LRFD Bridge Construction Specifications*.

Use neat cement grout that only contains cement and water with a water cement ratio of 0.4 to 0.5 which is approximately 5.5 gallons of water per 94 pounds of Portland cement. Provide grout with a compressive strength at 3 and 28 days of at least 1,500 and 4,000 psi, respectively.

(2) Helical Anchors

Use helical anchors with an ICC Evaluation Service, Inc. (ICC-ES) report. Provide couplers, thread bar adapters and bolts recommended by the Anchor Manufacturer to connect helical anchors together and to piles.

(3) Anchorages

Provide steel plates for bearing plates and steel washers, hex nuts, wedge plates and wedges recommended by the Anchor Manufacturer.

(C) Temporary Walls

(1) Welded Wire Facing

Use welded wire reinforcement for welded wire facing, struts and wires. For temporary wire walls, provide welded wire facing supplied by the Wire Wall Vendor or a manufacturer approved or licensed by the vendor. For temporary wire walls with separate reinforcement and facing components, provide connectors (e.g.,

bars, clamps, plates, etc.) and fasteners (e.g., bolts, nuts, washers, etc.) required by the Wire Wall Vendor.

(2) Geotextiles

Provide Type 2 geotextile for separation and retention geotextiles. Provide Type 5 geotextile for geotextile reinforcement with ultimate tensile strengths in accordance with the accepted submittals.

(3) Geogrid and Geostrip Reinforcement

Use geogrids with a roll width of at least 4 feet. Use geogrids for geogrid reinforcement and geostrips for geostrip reinforcement with an “approved” status code in accordance with the NCDOT Geosynthetic Reinforcement Evaluation Program. The list of approved geogrids and geostrips is available from: [connect.ncdot.gov/resources/Geological/Pages/Products.aspx](http://connect.ncdot.gov/resources/Geological/Pages/Products.aspx)

Provide geogrids and geostrips with design strengths in accordance with the accepted submittals. Geogrids and geostrips are approved for short-term design strengths (3-year design life) in the machine direction (MD) and cross-machine direction (CD) based on material type. Define material type from the website above for shoring backfill as follows:

<b>Material Type</b>	<b>Shoring Backfill</b>
Borrow	A-2-4 Soil
Fine Aggregate	Class II, Type 1 or Class III Select Material
Coarse Aggregate	Class V or VI Select Material

(4) Welded Wire Grid and Metallic Strip Reinforcement

Provide welded wire grid and metallic strip reinforcement supplied by the Wire Wall Vendor or a manufacturer approved or licensed by the vendor. Use welded wire grid reinforcement (“mesh”, “mats” and “ladders”) that meet Article 1070-3 of the *Standard Specifications* and metallic strip reinforcement (“straps”) that meet ASTM A572 or A1011.

**Preconstruction Requirements**

(A) Concrete Barrier

Define “clear distance” behind concrete barrier as the horizontal distance between the barrier and edge of pavement. The minimum required clear distance for concrete barrier is shown in the plans. At the Contractor’s option or if the minimum required clear distance is not available, set concrete barrier next to and up against traffic side of temporary shoring except for barrier above temporary walls. Concrete barrier with the minimum required clear distance is required above temporary walls.

(B) Temporary Guardrail

Define “clear distance” behind temporary guardrail as the horizontal distance between guardrail posts and temporary shoring. At the Contractor’s option or if clear distance for cantilever, braced and anchored shoring is less than 4 feet, attach guardrail to traffic side of shoring as shown in the plans. Place ABC in clear distance and around guardrail posts instead of pavement. Do not use temporary guardrail above temporary walls.

(C) Temporary Shoring Designs

Before beginning temporary shoring design, survey existing ground elevations in the vicinity of shoring locations to determine actual design heights (H). Submit PDF files of working drawings and design calculations for temporary shoring designs in accordance with Article 105-2 of the *Standard Specifications*. Submit working drawings showing plan views, shoring profiles, typical sections and details of temporary shoring design and construction sequence. Do not begin shoring construction until a design submittal is accepted.

Have cantilever and braced shoring designed, detailed and sealed by an engineer licensed in the state of North Carolina. Use a prequalified Anchored Wall Design Consultant to design anchored shoring. Provide anchored shoring designs sealed by a Design Engineer approved as a Geotechnical Engineer (key person) for an Anchored Wall Design Consultant. Include details in anchored shoring working drawings of anchor locations and lock-off loads, unit grout/ground bond strengths for ground anchors or minimum installation torque and torsional strength rating for helical anchors and if necessary, obstructions extending through shoring or interfering with anchors. Include details in the anchored shoring construction sequence of pile and anchor installation, excavation and anchor testing.

Provide temporary wall designs sealed by a Design Engineer licensed in the state of North Carolina and employed or contracted by the Temporary Wall Vendor. Include details in temporary wall working drawings of geotextile and reinforcement types, locations and directions and obstructions extending through walls or interfering with reinforcement.

(1) Soil Parameters

Design temporary shoring for the assumed soil parameters and groundwater or flood elevations shown in the plans. Assume the following soil parameters for shoring backfill:

(a) Unit weight ( $\gamma$ ) = 120 pcf,

(b)

Friction Angle ( $\phi$ )	Shoring Backfill
30°	A-2-4 Soil
34°	Class II, Type 1 or Class III Select Material
38°	Class V or VI Select Material

(c) Cohesion (c) = 0 psf.

(2) Traffic Surcharge

Design temporary shoring for a traffic surcharge of 250 pounds per square foot if traffic will be above and within H of shoring. This traffic surcharge does not apply to construction traffic. Design temporary shoring for any construction surcharge if construction traffic will be above and within H of shoring. Design temporary shoring for a traffic (live load) surcharge in accordance with Article 11.5.6 of the *AASHTO LRFD Bridge Design Specifications*.

(3) Cantilever, Braced and Anchored Shoring Designs

Use shoring backfill for fill sections and voids between cantilever, braced and anchored shoring and the critical failure surface. Use concrete or Type 1 grout for embedded portions of drilled-in H-piles. Do not use drilled-in sheet piles.

Define “top of shoring” for cantilever, braced and anchored shoring as where the grade intersects the back of sheet piles or H-piles and timber lagging. Design cantilever, braced and anchored shoring for a traffic impact load of 2,000 pounds per foot applied 18 inches above top of shoring if concrete barrier is above and next to shoring or temporary guardrail is above and attached to shoring. Extend cantilever, braced and anchored shoring at least 32 inches above top of shoring if shoring is designed for traffic impact. Otherwise, extend shoring at least 6 inches above top of shoring.

Design cantilever, braced and anchored shoring for a maximum deflection of 3 inches if the horizontal distance to the closest edge of pavement or structure is less than H. Otherwise, design shoring for a maximum deflection of 6 inches. Design cantilever and braced shoring in accordance with the plans and *AASHTO Guide Design Specifications for Bridge Temporary Works*.

Design anchored shoring in accordance with the plans and Article 11.9 of the *AASHTO LRFD Bridge Design Specifications*. Use a resistance factor of 0.80 for tensile resistance of anchors with bars, strands or shafts. Extend the unbonded length for ground anchors and the shallowest helix for helical anchors at least 5 feet behind the critical failure surface. Do not extend anchors beyond right-of-way or easement limits. If existing or future obstructions such as foundations, guardrail posts, pavements, pipes, inlets or utilities will interfere with anchors, maintain a clearance of at least 6 inches between obstructions and anchors.

(4) Temporary Wall Designs

Use shoring backfill in the reinforced zone of temporary walls. Separation geotextiles are required between shoring backfill and backfill, natural ground or

culverts along the sides of the reinforced zone perpendicular to the wall face. For Class V or VI select material in the reinforced zone, separation geotextiles are also required between shoring backfill and backfill or natural ground on top of and at the back of the reinforced zone.

Design temporary walls in accordance with the plans and Article 11.10 of the *AASHTO LRFD Bridge Design Specifications*. Embed temporary walls at least 18 inches except for walls on structures or rock as determined by the Engineer. Use a uniform reinforcement length throughout the wall height of at least 0.7H or 6 feet, whichever is longer. Extend the reinforced zone at least 6 inches beyond end of reinforcement. Do not locate the reinforced zone outside right-of-way or easement limits.

Use the simplified method for determining maximum reinforcement loads in accordance with the AASHTO LRFD specifications. For geotextile reinforcement, use geotextile properties approved by the Department or default values in accordance with the AASHTO LRFD specifications. For geogrid and geostrip reinforcement, use approved geosynthetic reinforcement properties available from the website shown elsewhere in this provision. Use geosynthetic properties for the direction reinforcement will be installed, a 3-year design life and shoring backfill to be used in the reinforced zone.

Do not use more than 4 different reinforcement strengths for each temporary geosynthetic wall. Design temporary geotextile walls for a reinforcement coverage ratio ( $R_c$ ) of 1.0. For temporary geogrid walls with an  $R_c$  of less than 1.0, use a maximum horizontal clearance between geogrids of 3 feet and stagger reinforcement so geogrids are centered over gaps in the reinforcement layer below.

For temporary geosynthetic walls, use “L” shaped welded wire facing with 18 to 24 inch long legs. Locate geosynthetic reinforcement so reinforcement layers are at the same level as the horizontal legs of welded wire facing. Use vertical reinforcement spacing equal to facing height. Wrap geotextile or geogrid reinforcement behind welded wire facing and extend reinforcement at least 3 feet back behind facing into shoring backfill. Attach geostrip reinforcement to welded wire facing with a connection approved by the Department.

For temporary wire walls with separate reinforcement and facing components, attach welded wire grid or metallic strip reinforcement to welded wire facing with a connection approved by the Department. For temporary geogrid, geostrip and wire walls, retain shoring backfill at welded wire facing with retention geotextiles and extend geotextiles at least 3 feet back behind facing into backfill.

(D) Preconstruction Meeting

The Engineer may require a shoring preconstruction meeting to discuss the construction, inspection and testing of the temporary shoring. If required and if this meeting occurs

before all shoring submittals have been accepted, additional preconstruction meetings may be required before beginning construction of temporary shoring without accepted submittals. The Resident, District or Bridge Maintenance Engineer, Area Construction Engineer, Geotechnical Operations Engineer, Contractor and Shoring Contractor Superintendent will attend preconstruction meetings.

### **Construction Methods**

Control drainage during construction in the vicinity of shoring. Direct run off away from shoring and shoring backfill. Contain and maintain backfill and protect material from erosion.

Install positive protection in accordance with the contract and accepted submittals. Use PCB in accordance with Section 1170 of the *Standard Specifications* and *Roadway Standard Drawing* No. 1170.01. Use temporary guardrail in accordance with Section 862 of the *Standard Specifications* and *Roadway Standard Drawing* Nos. 862.01, 862.02 and 862.03.

#### **(A) Tolerances**

Construct shoring with the following tolerances:

- (1) Horizontal wires of welded wire facing are level in all directions,
- (2) Shoring location is within 6 inches of horizontal and vertical alignment shown in the accepted submittals, and
- (3) Shoring plumbness (batter) is not negative and within 2 degrees of vertical.

#### **(B) Cantilever, Braced and Anchored Shoring Installation**

If overexcavation behind cantilever, braced or anchored shoring is shown in the accepted submittals, excavate before installing piles. Otherwise, install piles before excavating for shoring. Install cantilever, braced or anchored shoring in accordance with the construction sequence shown in the accepted submittals. Remove piles and if applicable, timber lagging when shoring is no longer needed.

##### **(1) Pile Installation**

Install piles with the minimum required embedment and extension in accordance with Subarticles 450-3(D) and 450-3(E) of the *Standard Specifications* except that a pile driving equipment data form is not required. Piles may be installed with a vibratory hammer as approved by the Engineer.

Do not splice sheet piles. Use pile excavation to install drilled-in H-piles. After filling holes with concrete or Type 1 grout to the elevations shown in the accepted submittals, remove any fluids and fill remaining portions of holes with flowable fill. Cure concrete or grout at least 7 days before excavating.

Notify the Engineer if refusal is reached before pile excavation or driven piles attain the minimum required embedment. When this occurs, a revised design submittal may be required.

(2) Excavation

Excavate in front of piles from the top down in accordance with the accepted submittals. For H-piles with timber lagging and braced and anchored shoring, excavate in staged horizontal lifts with a maximum height of 5 feet. Remove flowable fill and material in between H-piles as needed to install timber lagging. Position lagging with at least 3 inches of contact in the horizontal direction between the lagging and pile flanges. Do not excavate the next lift until timber lagging for the current lift is installed and if applicable, bracing and anchors for the current lift are accepted. Backfill behind cantilever, braced or anchored shoring with shoring backfill.

(3) Anchor Installation

If applicable, install foundations located behind anchored shoring before installing anchors. Fabricate and install ground anchors in accordance with the accepted submittals, Articles 6.4 and 6.5 of the *AASHTO LRFD Bridge Construction Specifications* and the following unless otherwise approved:

- (a) Materials in accordance with this provision are required instead of materials conforming to Articles 6.4 and 6.5.3 of the AASHTO LRFD Specifications,
- (b) Encapsulation-protected ground anchors in accordance with Article 6.4.1.2 of the AASHTO LRFD specifications are not required, and
- (c) Corrosion protection for unbonded lengths of ground anchors and anchorage covers are not required.
- (d) Mix and place neat cement grout in accordance with Subarticles 1003-5, 1003-6 and 1003-7 of the *Standard Specifications*. Measure grout temperature, density and flow during grouting with at least the same frequency grout cubes are made for compressive strength. Perform density and flow field tests in the presence of the Engineer in accordance with American National Standards Institute/American Petroleum Institute Recommended Practice 13B-1 (Section 4, Mud Balance) and ASTM C939 (Flow Cone), respectively.

Install helical anchors in accordance with the accepted submittals and Anchor Manufacturer's instructions. Measure torque during installation and do not exceed the torsional strength rating of the helical anchor. Attain the minimum required installation torque and penetration before terminating anchor installation. When

replacing a helical anchor, embed last helix of the replacement anchor at least 3 helix plate diameters past the location of the first helix of the previous anchor.

(4) Anchor Testing

Proof test and lock-off anchors in accordance with the accepted submittals and Article 6.5.5 of the *AASHTO LRFD Bridge Construction Specifications* except for the acceptance criteria in Article 6.5.5.5. For the AASHTO LRFD specifications, “ground anchor” refers to a ground or helical anchor and “tendon” refers to a bar, strand or shaft.

(a) Anchor Acceptance

Anchor acceptance is based in part on the following criteria.

- (i) For ground and helical anchors, total movement is less than 0.04 inches between the 1 and 10 minute readings or less than 0.08 inches between the 6 and 60 minute readings.
- (ii) For ground anchors, total movement at maximum test load exceeds 80% of the theoretical elastic elongation of the unbonded length.

(b) Anchor Test Results

Submit PDF files of anchor test records including movement versus load plots for each load increment within 24 hours of completing each row of anchors. The Engineer will review the test records to determine if the anchors are acceptable.

If the Engineer determines an anchor is unacceptable, revise the anchor design or installation methods. Submit a revised anchored shoring design for acceptance and provide an acceptable anchor with the revised design or installation methods. If required, replace the anchor or provide additional anchors with the revised design or installation methods.

(C) Temporary Wall Installation

Excavate as necessary for temporary walls in accordance with the plans and accepted submittals. If applicable, install foundations located in the reinforced zone before placing shoring backfill or reinforcement unless otherwise approved. Notify the Engineer when foundation excavation is complete. Do not place shoring backfill or reinforcement until excavation dimensions and foundation material are approved.

Erect welded wire facing so the wall position is as shown in the plans and accepted submittals. Set welded wire facing adjacent to each other in the horizontal and vertical direction to completely cover the wall face with facing. Stagger welded wire facing to create a running bond by centering facing over joints in the row below.

Attach geostrip reinforcement to welded wire facing and wrap geotextile reinforcement and retention geotextiles behind welded wire facing as shown in the plans and accepted submittals. Cover geotextiles with at least 3" of shoring backfill. Overlap adjacent geotextile reinforcement and retention and separation geotextiles at least 18 inches with seams oriented perpendicular to the wall face. Hold geotextiles in place with wire staples or anchor pins as needed.

Place reinforcement within 3 inches of locations shown in the plans and accepted submittals. Before placing shoring backfill, pull geosynthetic reinforcement taut so it is in tension and free of kinks, folds, wrinkles or creases. Install reinforcement with the direction shown in the plans and accepted submittals. For temporary wire walls with separate reinforcement and facing components, attach welded wire grid or metallic strip reinforcement to welded wire facing as shown in the accepted submittals. Do not splice or overlap reinforcement so seams are parallel to the wall face. Contact the Engineer when unanticipated existing or future obstructions such as foundations, pavements, pipes, inlets or utilities will interfere with reinforcement.

Place shoring backfill in the reinforced zone in 8 to 10 inch thick lifts. Compact A-2-4 soil and Class II, Type 1 and Class III select material in accordance with Subarticle 235-3(C) of the *Standard Specifications*. Use only hand operated compaction equipment to compact backfill within 3 feet of welded wire facing. At a distance greater than 3 feet, compact shoring backfill with at least 4 passes of an 8 to 10 ton vibratory roller in a direction parallel to the wall face. Smooth wheeled or rubber tired rollers are also acceptable for compacting backfill. Do not use sheepsfoot, grid rollers or other types of compaction equipment with feet. Do not displace or damage reinforcement when placing and compacting shoring backfill. End dumping directly on geosynthetics is not permitted. Do not operate heavy equipment on reinforcement until it is covered with at least 8 inches of shoring backfill. Replace any damaged reinforcement to the satisfaction of the Engineer.

Backfill for temporary walls outside the reinforced zone in accordance with Article 410-8 of the *Standard Specifications*. Bench temporary walls into the sides of excavations where applicable. For temporary geosynthetic walls with top of wall within 5 feet of finished grade, remove top facing and incorporate top reinforcement layer into fill when placing fill in front of wall. Temporary walls remain in place permanently unless otherwise required.

**Measurement and Payment**

*Temporary Shoring* will be measured and paid in square feet. Temporary walls will be measured as the square feet of exposed wall face area. Cantilever, braced or anchored shoring will be measured as the square feet of exposed shoring face area with the shoring height equal to the difference between the top and bottom of shoring elevations. Define “top of shoring” as where the grade intersects the back of sheet piles or H-piles and timber lagging. Define “bottom of shoring” as where the grade intersects front of sheet piles or H-piles and timber lagging. No measurement will be made for any embedment, shoring extension above top of shoring or pavement thickness above temporary walls.

The contract unit price for *Temporary Shoring* will be full compensation for providing shoring designs, submittals and materials, excavating, backfilling, hauling and removing excavated materials and supplying all labor, tools, equipment and incidentals necessary to construct temporary shoring.

No payment will be made for temporary shoring not shown in the plans or required by the Engineer including shoring for OSHA reasons or the Contractor’s convenience. No value engineering proposals will be accepted based solely on revising or eliminating shoring locations shown in the plans or estimated quantities shown in the bid item sheets as a result of actual field measurements or site conditions.

PCB will be measured and paid in accordance with Article 1170-4 of the *Standard Specifications*. No additional payment will be made for anchoring PCB for temporary shoring. Costs for anchoring PCB will be incidental to temporary shoring.

Temporary guardrail will be measured and paid for in accordance with Article 862-6 of the *Standard Specifications*.

Payment will be made under:

<b>Pay Item</b>	<b>Pay Unit</b>
Temporary Shoring	Square Foot

**CONES:**

(3-19-24) 1135 SP11 R35

Revise the *Standard Specifications* as follows:

**Page 11-11, Article 1135-3 CONSTRUCTION METHODS, lines 19-20,** delete the third sentence of the first paragraph, “Do not use cones in the upstream taper of lane or shoulder closures for multi-lane roadways.”.

**FLAGGERS:**

(12-17-24) 1150 SP11 R50

Revise Section 1150 of the *Standard Specification* as follows:

**Page 11-13, Article 1150-1, DESCRIPTION,** add the following after line 31:

Alternatively, at the discretion of the Contractor, the Contractor may furnish, install, place in operation, repair, maintain, relocate, and remove remotely controlled Automated Flagging Assistance Devices (AFAD) or Temporary Portable Traffic Signal units (PTS units) to assist, supplement, or replace human flaggers for one-lane, two-way traffic maintenance during construction in accordance with this provision and the *Standard Specifications*.

For the purpose of this provision, an "approach" refers to a single lane of traffic moving in one direction toward a point of control or work zone. Flaggers, AFAD and PTS units are only used to control one lane of approaching traffic in a specific direction.

**Page 11-13, Article 1150-2, MATERIALS,** add the following after line 34:

Provide documentation to the Engineer that the AFAD or PTS units meets or exceeds the requirements of this special provision and is on the NCDOT APL or ITS and Signals QPL.

**(A) Automated Flagging Assistance Devices (AFAD)**

**(1) AFAD General**

Cover the automated gate arm with Department approved Type VII, VIII or IX retroreflective sheeting of vertical alternating red and white stripes at 16 inch intervals measured horizontally. When the gate arm is in the down position the minimum vertical aspect of the arm and sheeting shall be 4 inches. The retroreflectorized sheeting shall be on both sides of the gate arm. With the AFAD parked or positioned 2 feet outside or in a location deemed acceptable for the lane being controlled, the gate arm shall reach at least to the center of the lane but shall not exceed the width of the lane being controlled.

Design the system to be fail-safe. Provide a conflict monitor, malfunction monitoring unit, or similar device that monitors for malfunctions and prevents the display of conflicting indications. This system shall be electronic and operated by remote control.

**(2) AFAD Type I System: RED/YELLOW**

Provide a Red/Yellow AFAD with at least one set of CIRCULAR RED and CIRCULAR YELLOW lenses in a vertical configuration that are 12 inches in diameter. The bottom of the housing (including brackets) shall be at least 7 feet (2.1 meters) above the pavement.

This system is required to have yellow 12 inch aluminum or polycarbonate vehicle signal heads with 10 inch tunnel visors, backplates, and Light Emitting Diode (LED) modules. Provide signal heads, backplates, and LED modules listed on the ITS and Signals QPL available on the Department's website.

Provide an automated gate arm on the AFAD that descends to a down position across the approaching lane of traffic when the steady CIRCULAR RED lens is illuminated and then ascends to an upright position when the flashing CIRCULAR YELLOW lens is illuminated. The automated gate arm is to be designed such that if a motorist pulls underneath the gate arm while lowering, no damage to the vehicle occurs.

A STOP HERE ON RED (R10-6 or R10-6a) sign shall be installed on the right-hand side of the approach at the point at which drivers are expected to stop when the steady CIRCULAR RED lens is illuminated.

**To stop traffic, the AFAD shall transition from the flashing CIRCULAR YELLOW lens by initiating a minimum 5 second steadily illuminated CIRCULAR YELLOW lens followed by the CIRCULAR RED lens.**

**Once the CIRCULAR RED lens is displayed, the system is to have a minimum 2 second delay between the time the steady CIRCULAR RED is displayed and the time the gate arm begins to lower. The maximum delay between CIRCULAR RED and the time the gate arm lowers is 4 seconds. To permit stopped road users to proceed, the AFAD shall display the flashing CIRCULAR YELLOW lens and the gate arm shall be placed in the upright position.**

Ensure the system monitors for a lack of yellow or red signal voltage, total loss of indication in any direction, presence of multiple indications on any approach and low power conditions.

Additional sets of CIRCULAR RED and CIRCULAR YELLOW lenses located over the roadway or on the left side of the approach and operated in unison with the primary set, may be used to improve visibility of the AFAD. If the set of lenses is located over any portion of the roadway that can be used by motor vehicles, the bottom of the housing (including brackets) shall be at least 15 feet (4.6 meters) above the pavement.

### **(3) AFAD Type II System: STOP/SLOW**

Provide STOP/SLOW signs that are octagonal in shape, made of rigid material, and at least 36 inch x 36 inch in size. Letters shall be a minimum of 8 inches high. The STOP face shall have a red background with white letters and border.

The SLOW face shall be diamond shaped, orange, or yellow background with black letters and border. Cover both faces in a Department approved Type VII, VIII or IX retroreflective sheeting. The minimum mounting height for the sign faces shall be 7 feet above the pavement to the bottom of the sign.

The AFAD's STOP/SLOW signs shall be supplemented with active conspicuity devices by incorporating a stop beacon (red lens) and a warning beacon (yellow lens). The stop beacon shall be no more than 24 inches above the STOP face. Mount the warning beacon no more than 24 inches above or beside of the SLOW face. Except for the mounting locations, the

beacons shall conform to the provisions of Chapter 4L of the MUTCD and have 12 inch signal lenses.

Strobe/flashing lights are an acceptable alternative to flashing beacons. If utilized, they shall be either white or red flashing lights located within the STOP face and white or yellow flashing lights within the SLOW face and conform to the provisions of Chapter 6D of the MUTCD. If used, the lens diameter shall be a minimum of 5 inches with a minimum height of 6 inches. Equip strobes/flashing lights for both dual and quad flash patterns.

Type B warning lights shall not be used in lieu of the beacons or the strobe lights.

The faces of the AFADs STOP/SLOW sign may include louvers. If louvers are used, design the louvers such that the aspect of the sign face to approaching traffic is a full sign face at a distance of 50 feet or greater.

A WAIT ON STOP (R1-7) sign and a GO ON SLOW (R1-8) sign shall be displayed to traffic approaching the AFAD. Position signs on the same support structure as the AFAD. Both signs shall have black legends and borders on white Type III sheeting backgrounds. Each of these signs shall be rectangular in shape and be at least 24 inch x 30 inch size with letters at least 6 inches high.

Provide an automated gate arm on the AFAD that descends to a down position across the approaching lane of traffic when the STOP face is displayed and then ascends to an upright position when the SLOW face is displayed.

The automated gate arm is to be designed such that if a motorist pulls underneath the gate arm while lowering, no damage to the vehicle occurs.

A STOP HERE ON RED (R10-6 or R10-6a) sign shall be installed on the right-hand side of the approach at the point at which drivers are expected to stop when the STOP face is displayed.

When approaching motorists are to proceed, display the SLOW face and the warning beacon or strobes are to flash on the AFAD. When approaching motorists are will be stopped, display the STOP face and the stop beacon or strobes are to flash on the AFAD.

**To stop traffic, the AFAD will transition from the SLOW face to the STOP face by initiating a minimum 5 second change cycle. First, the warning beacon is to be steadily illuminated for the change cycle. If strobes are used in lieu of a warning beacon, they are to be placed in the quad flash pattern. At the end of the change cycle, the STOP face is to be displayed with the stop beacon flashing and the warning beacon or strobes are to stop flashing. Once the STOP face is displayed, the system is to have a minimum 2 second delay between the time the STOP face is displayed and the time the gate arm begins to lower. The maximum delay between the time the STOP face is displayed and the time the gate arm lowers is 4 seconds.**

**To permit stopped road users to proceed, the gate arm shall be placed in the upright position and the AFAD shall display the SLOW face and the warning beacon or strobes are to flash in the dual flash pattern.**

Do not flash the stop beacon when the SLOW face is displayed, and do not flash the warning beacon when the STOP face is displayed.

### **(B) Portable Traffic Signals (PTS) Units**

Provide PTS units with at least one set of CIRCULAR RED, CIRCULAR YELLOW, and CIRCULAR GREEN lenses in a vertical configuration that are 12 inch diameter aluminum or polycarbonate vehicle signal heads with 10 inch tunnel visors, backplates, and Light Emitting Diode (LED) modules. All signal heads, tunnel visors, and backplates shall be yellow in color.

The bottom of the housing (including brackets) shall be at least 7 feet above the pavement for single set units. Additional signal heads on units with more than one signal head shall be capable of extending over the travel lane.

### **Communication Requirements**

All PTS units within the signal set up systems shall maintain communication at all times by either hardwire cable or wireless radio link communication. If the hardwire cable communication is utilized the communication cable shall be deployed in a manner that will not intrude in the direct work area of the project or obstruct vehicular and pedestrian traffic. Utilize radio communication with 900MHz frequency band and frequency hopping capability. The radio link communication system shall have a minimum range of 1 mile.

### **Fault Mode Requirements**

Revert PTS units to a flashing red mode upon system default unless otherwise specified by the Engineer. Equip the PTS units with a remote monitoring system. Where cell communication availability exists, the remote monitoring system shall adhere to the remote monitoring system section of this provision.

### **Remote Monitoring System**

The remote monitoring system (RMS) shall be capable of reporting signal location, battery voltage / battery history and system default. Provide a password protected website viewable from any computer with internet capability for the RMS. In the event of a system default, the RMS shall provide specific information concerning the cause of the system default (i.e. red lamp on signal number 1). Equip the RMS with a mechanism capable of immediately contacting a minimum of three previously designated individuals via text messaging and/or email upon a default.

The running program operating the PTS units shall be always available and viewable through the RMS website. Maintain a history of the RMS operating system in each signal including operating hours and events and the location of the PTS units.

### **Trailer / Cart**

The AFAD and PTS units may be mounted on either a trailer or a moveable cart system.

Finish all exterior metal surfaces with Federal orange enamel per AMS-STD-595, color chip ID# 13538 or 12473 respectively with a minimum paint thickness of 2.5 mils (64 microns).

Design and test the AFAD or PTS units trailer / cart to withstand an 80 MPH wind load while in the operational position. Provide independent certification that the assembly meets the design wind load.

Equip the AFAD or PTS units with leveling jacks capable of stabilizing the unit in a horizontal position when located on slopes 6:1 or flatter.

Equip trailers in compliance with North Carolina Law governing motor vehicles and include a 12-volt trailer lighting system complying *with Federal Motor Carrier Safety Regulations 393*, safety chains and a minimum 2 inch ball hitch.

Provide a minimum 4 inch wide strip of fluorescent conspicuity sheeting retroreflective sheeting to the frame of the trailer. Apply the sheeting to all sides of the trailer. The sheeting shall meet the ASTM requirements of Type VII, VIII or IX.

### **Power System**

Design the systems to operate both with and without an external power source. Furnish transmitters, generators, batteries, controls and all other components necessary to operate the device.

Provide equipment that is solar powered and supplemented with a battery backup system that includes a minimum 110/120 VAC powered on-board charging system capable of powering the unit for 7 continuous days with no solar power. Each unit shall also be capable of being powered by standard 110/120 VAC power sources, if applicable.

Locate batteries and electronic controls in a locked, weather and vandal resistant housings.

**Page 11-14, Article 1150-3, CONSTRUCTION METHODS**, add the following after line 11:

Flaggers shall have a path to escape an errant approaching vehicle at all times, unimpeded by barrier, guardrail, guiderail, parked vehicles, construction materials, slopes steeper than 2:1, or any other obstruction at all times. If an unimpeded path cannot be maintained, the Contractor shall use AFAD or PTS units in lieu of a flagger.

Provide documentation to the Engineer prior to deploying the device that the AFAD or PTS units operator(s) are qualified flagger(s) that have been properly trained through an NCDOT approved training agency or other NCDOT approved training provider and that the qualified flagger(s) have received manufacturer training to operate that specific device. This training shall include proper installation, remote control operation, central control systems and maintenance of the AFAD or PTS units. The training shall take place off the project site where training conditions are removed from live traffic. The documentation shall include the names of the authorized trainer, the trainees, the device on which they have been trained and the date of the training. Provide updated documentation to the Engineer prior to deploying any additional operators.

Install advance warning signs and operate AFADs in accordance with the attached detail drawings in this provision.

Install advance warning signs and operate PTS units in accordance with *NCDOT Roadway Standard Drawings* No. 1101.02, Sheet 17.

AFAD and PTS units shall only be used in situations where there is only one lane of approaching traffic in the direction to be controlled. **At no time shall an AFAD unit controlling traffic through the work area be placed in an autonomous mode and/or left unattended.**

Signal timing and operation of PTS units shall be field verified and accepted by the Engineer before use.

Use AFAD or PTS units in locations where queueing from the AFAD or PTS units will extend to within 150 feet of a signalized intersection or railroad crossing. Do not use AFAD and PTS units as a substitute for or a replacement for a continuously operating temporary traffic control signal as described in Section 6F.84 of the MUTCD.

If used at night, illuminate each AFAD or PTS units as described in Section 6D of the MUTCD.

Provide a complete AFAD or PTS units that is capable of being relocated as traffic conditions demand.

If AFADs or PTS units become inoperative, be prepared at all times to replace the unit with the same type and model of AFAD or PTS units, revert to human flagging operations or terminate all construction activities requiring the use of the AFAD or PTS units until the AFAD or PTS units become operative or qualified human flaggers are available.

When the work requiring the AFAD or PTS units is not pursued for 30 minutes or longer, power off each AFAD or PTS units. Remove the AFAD or PTS units from the travel lane and relocated to a minimum of 5 feet from the edge line. AFAD gate arms shall be in the upright position. Remove all traffic control devices from the road, place two cones by each AFAD or PTS units and all signs associated with the lane closure operation shall be removed or laid down. At the end of each workday, remove all AFADs or PTS units from the roadway and shoulder areas.

Ensure the system's wireless communication links continuously monitor and verify proper transmission and reception of data used to monitor and control each AFAD or PTS units. Ensure ambient mobile or other radio transmissions or adverse weather conditions do not affect the system.

In the event of a loss of communications, immediately display the flashing RED or STOP indication on all AFAD or PTS units.

### **AFAD Specific Construction Methods**

The flagger/operator controlling the AFAD units shall be on the project site at all times. If multiple AFAD units are used, one AFAD unit shall be the Main AFAD unit and all other units shall be remote AFAD units. Ensure that each device meets the physical display and operational characteristics as specified in the MUTCD.

Multiple AFAD units may be controlled with **one** flagger/operator when the AFAD units meet each of the following requirements:

- (1) AFAD units are spaced no greater than the manufacturer's recommendations.
- (2) Both AFAD units can be seen at the same time from the flagger/operator's position, or the AFAD is operating on its own secure network with malfunction detection and notification to the flagger/operator.
- (3) The flagger/operator has an unobstructed view of approaching traffic in both directions from the flagger/operator position or the AFAD is operating on its own secure network, with cameras that provide the flagger/operator an unobstructed view of approaching traffic from both directions. The flagger/operator may control the AFAD units from a pilot vehicle.

If any of the above requirements are not met, flagger/operator control each AFAD unit.

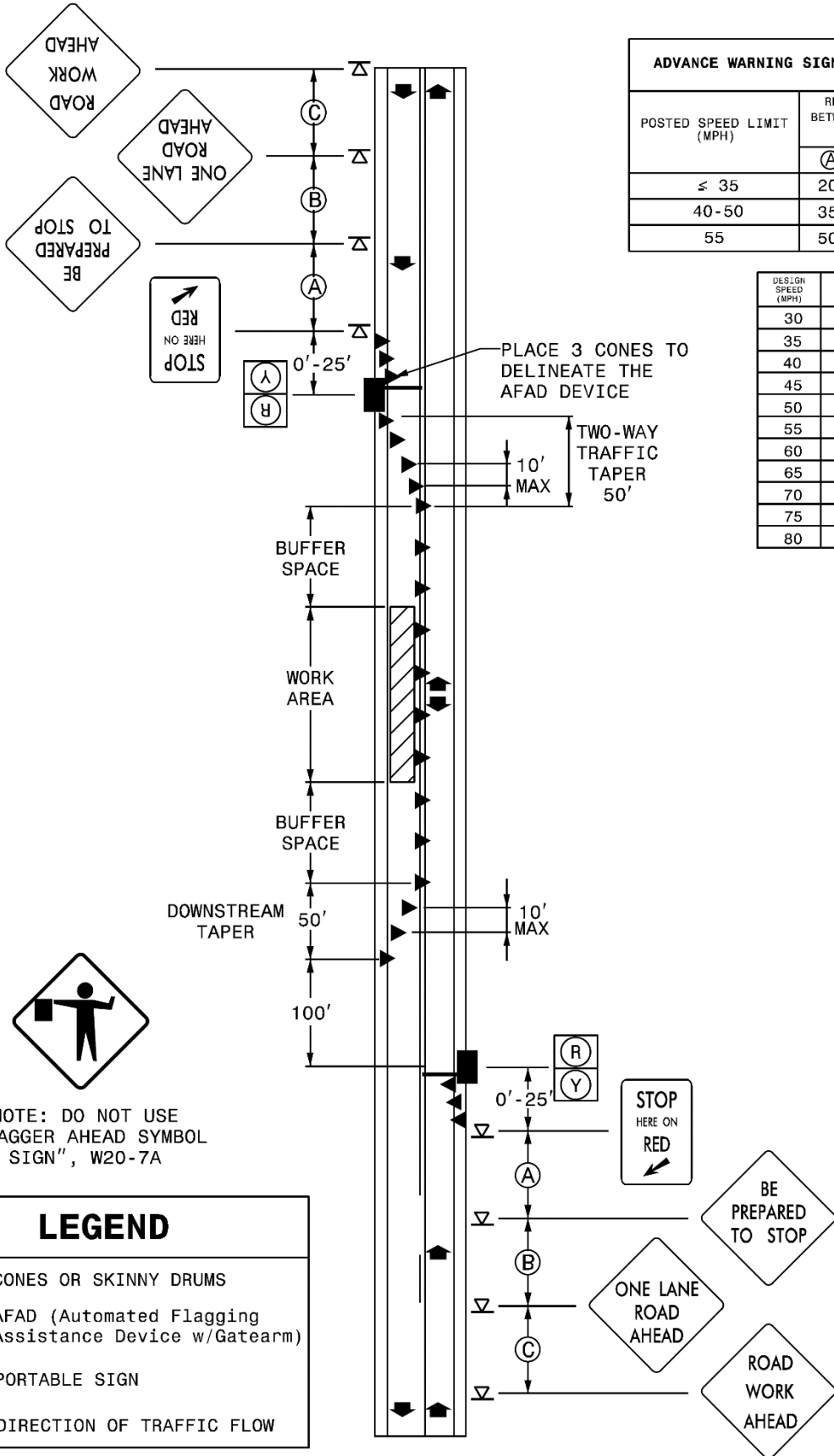
AFAD operators may either control traffic at side streets or driveways between the AFAD units or operate the pilot car while operating the AFAD system if approved by the Engineer. AFAD units must continue to be within clear sight of the operator during these work activities.

**Page 11-14, Article 1150-4, MEASUREMENT AND PAYMENT**, add the following after line 24:

Each AFAD or PTS unit will be measured and paid for as *Flaggers* paid by day in accordance with Article 1150-4 of the *Standard Specifications*. Where the pay item for *Flaggers* is not included in the original contract then no separate payment will be made for this item and payment will be included in the lump sum price bid for *Temporary Traffic Control* found elsewhere in this contract. Each approach controlled by AFAD or PTS units will be measured and paid as one flagger, irrespective of the number of devices used. If multiple PTS units are required to control a single approach, these units will collectively be considered as replacing one flagger.

No separate measurement or payment will be made for AFAD or PTS unit operators, as the cost of such including their training and operational costs shall be included in the unit or lump sum price for *Flaggers* or *Temporary Traffic Control*. Such price and payment also includes the relocation, maintenance, and removal during repair periods of AFAD or PTS units as well as the signal controller, communication, vehicle detection system, traffic signal software of PTS units and any other incidentals necessary to complete the work.

**Red/Yellow Lens AFAD (TYPE I)**



ADVANCE WARNING SIGN SPACING CHART			
POSTED SPEED LIMIT (MPH)	RECOMMENDED DISTANCE BETWEEN SIGNS FEET (+/-) SEE NOTE #1		
	(A)	(B)	(C)
≤ 35	200	200	200
40-50	350	350	350
55	500	500	500

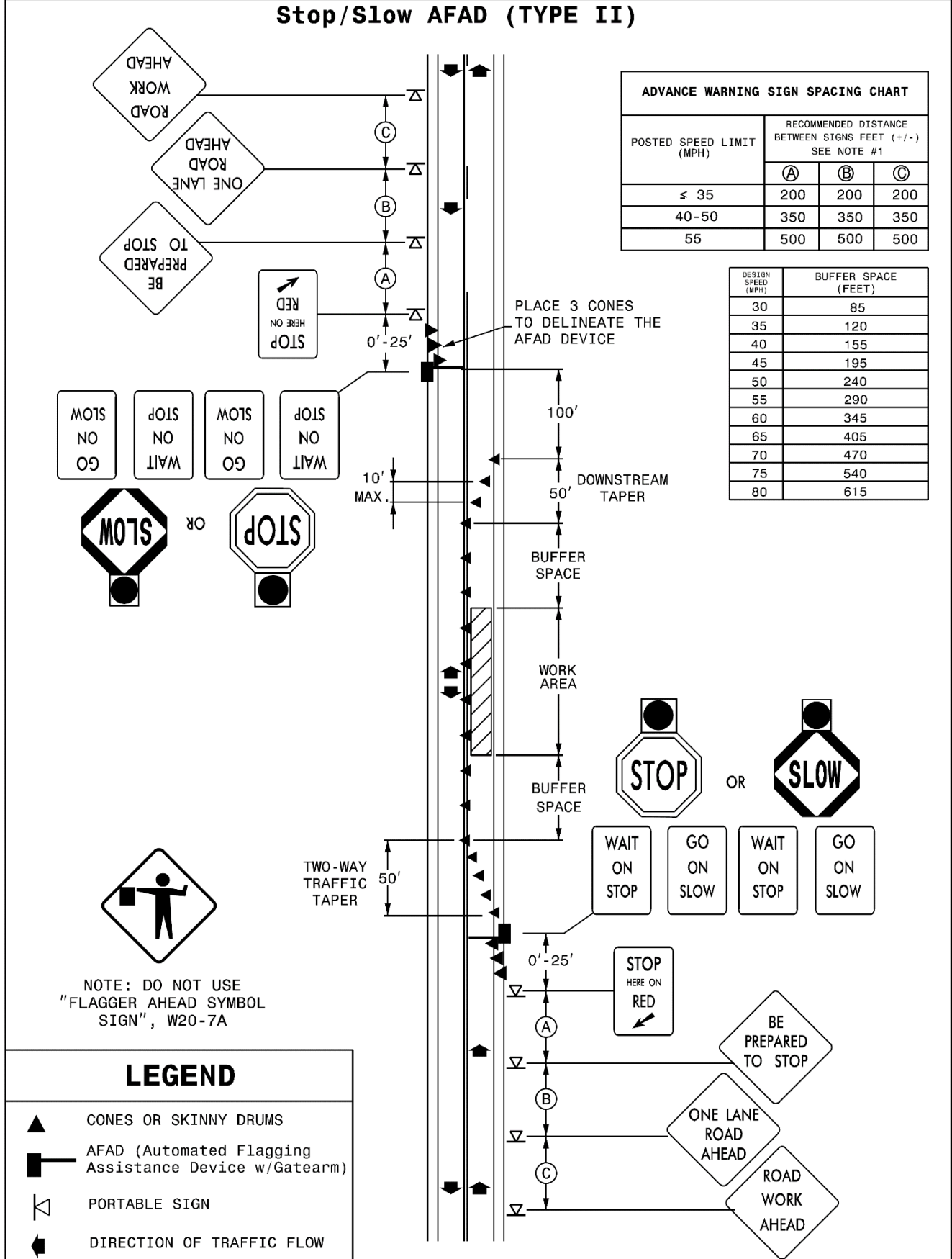
DESIGN SPEED (MPH)	BUFFER SPACE (FEET)
30	85
35	120
40	155
45	195
50	240
55	290
60	345
65	405
70	470
75	540
80	615

LEGEND	
	CONES OR SKINNY DRUMS
	AFAD (Automated Flagging Assistance Device w/Gatearm)
	PORTABLE SIGN
	DIRECTION OF TRAFFIC FLOW

**Stop/Slow AFAD (TYPE II)**

ADVANCE WARNING SIGN SPACING CHART			
POSTED SPEED LIMIT (MPH)	RECOMMENDED DISTANCE BETWEEN SIGNS FEET (+/-) SEE NOTE #1		
	(A)	(B)	(C)
≤ 35	200	200	200
40-50	350	350	350
55	500	500	500

DESIGN SPEED (MPH)	BUFFER SPACE (FEET)
30	85
35	120
40	155
45	195
50	240
55	290
60	345
65	405
70	470
75	540
80	615



NOTE: DO NOT USE "FLAGGER AHEAD SYMBOL SIGN", W20-7A

**LEGEND**

- CONES OR SKINNY DRUMS
- AFAD (Automated Flagging Assistance Device w/Gatearm)
- PORTABLE SIGN
- DIRECTION OF TRAFFIC FLOW

**PORTABLE CONCRETE BARRIER:**

(12-17-24)

1170

SP11 R70

Revise the *Standard Specifications* as follows:

**Page 11-17, Subarticle 1170-3(A)(1) Portable Concrete Barrier**, after line 25, add the following:

For MASH approved F-Shape K-Wall, install anchorage transitions between unanchored portable concrete barrier and temporary crash cushions, and between unanchored portable concrete barrier and portable concrete barrier (anchored) as shown in the *Roadway Standard Drawings*, No. 1170.01.

**Page 11-19, Article 1170-4 MEASUREMENT AND PAYMENT, line 16**, after the second sentence of the first paragraph add the following:

Crash cushion to unanchored concrete requires a transition

**Page 11-19, Article 1170-4 MEASUREMENT AND PAYMENT, line 13**, delete and replace “*Portable Concrete Barrier (\_\_\_\_)*” with “*Portable Concrete Barrier*”.

**Page 11-19, Article 1170-4 MEASUREMENT AND PAYMENT, line 16**, after the second sentence of the first paragraph add the following:

As shown in the *Roadway Standard Drawings*, No. 1170.01, anchorage transition sections between *Portable Concrete Barrier* and *Temporary Crash Cushions* as found in Section 1160 will be measured and paid as *Portable Concrete Barrier*. No additional payment will be made for equipment, materials or labor to meet the anchorage transition requirements.

**Page 11-19, Article 1170-4 MEASUREMENT AND PAYMENT, line 16**, after the first paragraph add the following:

*Portable Concrete Barrier (Anchored)* will be measured and paid as the maximum number of linear feet furnished, satisfactorily installed, accepted by the Engineer, maintained and removed, at any one time during the life of the project, including anchorage transition sections between portable concrete barrier and portable concrete barrier (anchored) as shown in the *Roadway Standard Drawings*, No. 1170.01. Measurement will be made by counting the number of barrier units used and multiplying by the length of a unit.

**Page 11-19, Article 1170-4 MEASUREMENT AND PAYMENT, line 21**, delete and replace “*Remove and Reset Portable Concrete Barrier (\_\_\_\_)*” with “*Remove and Reset Portable Concrete Barrier*”.

**Page 11-19, Article 1170-4 MEASUREMENT AND PAYMENT, line 24**, after the second sentence of the third paragraph add the following:

As shown in the *Roadway Standard Drawings*, No. 1170.01, anchorage transition sections between *Portable Concrete Barrier* and *Temporary Crash Cushions* as found in Section 1160 will be

measured and paid as *Remove and Reset Portable Concrete Barrier*. No additional payment will be made for equipment, materials or labor to meet the anchorage transition requirements.

**Page 11-19, Article 1170-4 MEASUREMENT AND PAYMENT, line 28**, after the third paragraph add the following:

*Remove and Reset Portable Concrete Barrier (Anchored)* will be measured and paid as the number of linear feet of barrier moved from one location on the project to another location on the project, including anchorage transition sections between portable concrete barrier and portable concrete barrier (anchored) as shown in the Roadway Standard Drawings, No. 1170.01. Measurement will be made by counting the number of barrier units moved during any one move and multiplying by the length of a unit. Where barrier units are moved more than once, each move will be measured separately. Whenever the Engineer directs the Contractor to move barrier units from an installed location to a stockpile either on or off the project and then back to another installed location, the complete move from the first installed location to the next installed location will be measured as 2 moves.

**SNOWPLOWABLE DELINEATION:**

(10-15-24)

1253

SP12 R53

**Description**

Furnish, install and maintain snowplowable delineation.

There are five snowplowable delineation alternate options approved for use in North Carolina. They include the following markers and markings options:

- (1) Polycarbonate H-shaped Markers
- (2) Inlaid Raised Pavement Markers
- (3) 10' Rumble Skips
- (4) Inlaid Cradle Markers
- (5) 10' Inlaid Pavement Markings

Only one type of snowplowable delineation will be allowed on a single project.

**Materials**

Refer to Division 10 of the *Standard Specifications*.

<b>Item</b>	<b>Section</b>
Epoxy	1081
Pavement Markings	1087
Snowplowable Pavement Markers	1086-3

Any snowplowable pavement delineation shall conform to the applicable requirements of Sections 1086, 1087, and 1081 of the *Standards and Specifications*. Use snowplowable delineation markers

and markings listed on the NCDOT APL. Any treatment that requires pavement cutting or milling shall be installed within 7 calendar days of the pavement cutting or milling operation.

### **Construction Methods**

#### **(A) General**

For any snowplowable delineation, prior to installation, by brushing, blow cleaning, vacuuming or other suitable means, ensure that all materials and the pavement surface are free of dirt, grease, dust, oil, moisture, mud, grass, or any other material that would prevent adhesion to the pavement by brushing blow cleaning, or vacuuming. If required, apply a primer per manufactures recommendations to pavement surfaces before applying pavement marking material.

Install snowplowable delineation per manufacturers specifications every 80 feet. Make sure pavement markers are oriented to traffic correctly and pavement markings are applied in a uniform thickness. Do not apply markings over longitudinal joints. Protect the pavement markings until they are tack free. Apply applicable Sections 1205 and 1250 of the *Standards Specifications*.

If damage occurs during installation the effected treatments shall be corrected or replaced. This work shall be considered incidental to the installation of the marking or marker.

#### **(B) Polycarbonate H-shaped Markers and Inlaid Cradle Markers**

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

Install polycarbonate H-shaped markers and inlaid cradle markers castings into slots sawcut into the pavement. Make slots in the pavement to exactly duplicate the shape of the casting of the polycarbonate H-shaped markers and inlaid cradle markers.

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

Protect the polycarbonate H-shaped markers or inlaid cradle markers until the epoxy has initially cured and is track free.

Construct inlaid cradle markers in accordance with the details in the plans and as directed by the Engineer.

**(C) Reflector Replacement**

The following requirements only apply to polycarbonate H-shaped markers and inlaid cradle markers.

In the event that a reflector is damaged, replace the damaged reflector by using adhesives and methods recommended by the manufacturer of the markers and approved by the Engineer. This work is considered incidental if damage occurs during the initial installation of the marker housings and maintenance of initial polycarbonate H-shaped markers or inlaid cradle markers specified in this section.

If during reflector replacement it is discovered that the housing is missing or broken this will be paid as *Polycarbonate H-shaped Markers* or *Inlaid Cradle Markers*. Missing housings shall be replaced. Broken housings shall be removed and replaced. In both cases the slot for the housings shall be properly prepared prior to installing the new housing; patch the existing marker slots as directed by the Engineer and install the new marker approximately one foot before or after the patch. Removal of broken housings and preparation of slots will be considered incidental to the work of replacing housings.

**(D) Inlaid Raised Pavement Markers**

Cut groove in accordance with the details in the plans and as directed by the Engineer.

Use adhesive recommended by the manufacturer to install markers into the groove in accordance with Section 1251. The raised pavement markers are incidental to inlaid raised pavement markers.

**(E) 10' Rumble Skips**

Construct 10' rumble skips on asphalt concrete in accordance with Section 665 for all centerline and shoulder rumble skips, details in the plans and as directed by the Engineer. Construct 10' rumble skips on Portland cement concrete in accordance with Section 730 for all centerline and shoulder rumble skips, details in the plans and as directed by the Engineer. The milled rumble strips are incidental to the rumble skips. Using polyurea or extruded 90 mil thermoplastic construct pavement markings in accordance with Section 1205.

**(F) 10' Inlaid Pavement Markings**

The groove in which the marking is to be placed shall be one inch wider than the marking to be placed and 10 mils deeper than the thickness of the marking.

When using this method, use enhanced reflective media. The following retroreflectivity values shall be met.

<b>MINIMUM INITIAL REFLECTOMETER READINGS</b>		
<b>Item</b>	<b>Color</b>	<b>Reflectivity</b>
Enhanced Reflectivity Media	White	450 mcd/lux/m <sup>2</sup>
	Yellow	350 mcd/lux/m <sup>2</sup>

Using polyurea, extruded 90 mil thermoplastic or cold applied plastic construct pavement markings in accordance with Section 1205.

**Maintenance**

Maintain all installed snowplowable delineation before acceptance by the Engineer.

**Measurement and Payment**

*Polycarbonate H-shaped Markers* will be measured and paid as the actual number of polycarbonate H-shaped markers satisfactorily placed and accepted by the Engineer.

*Inlaid Raised Pavement Markers* will be measured and paid as the actual number of inlaid raised pavement markers satisfactorily placed and accepted by the Engineer.

*10' Rumble Skips* will be measured and paid as the actual number of rumble skips satisfactorily placed and accepted by the Engineer.

*Inlaid Cradle Markers* will be measured and paid as the actual number of pavement markers satisfactorily placed and accepted by the Engineer.

*10' Inlaid Pavement Markings* will be measured and paid as the actual number of 10' inlaid pavement markings satisfactorily placed and accepted by the Engineer.

*Replace Snowplowable Pavement Marker Reflector* will be measured and paid in accordance with Article 1253-5.

Payment will be made under:

<b>Pay Item</b>	<b>Pay Unit</b>
Polycarbonate H-shaped Markers	Each
Inlaid Raised Pavement Markers	Each
10' Rumble Skips	Each
Inlaid Cradle Markers	Each
10' Inlaid Pavement Markings	Each

**WATTLE DEVICES:**

(1-1-24)

1642

SP16 R01

Page 16-23, Subarticle 1642-2(B) Wattle, lines 10-12, delete and replace with the following:

**(B) Wattle and Wattle Barrier**

Wattles shall meet Table 1642-1.

<b>TABLE 1642-1 100% CURLED WOOD (EXCELSIOR) FIBERS - WATTLE</b>	
<b>Property</b>	<b>Property Value</b>
Minimum Diameter	12 inches
Minimum Density	2.5 pcf +/- 10%
Net Material	Synthetic
Net Openings	1 inch x 1 inch
Net Configuration	Totally Encased
Minimum Weight	20 lb +/- 10% per 10 foot length

Coir Fiber Wattles shall meet Table 1642-2.

<b>TABLE 1642-2 100% COIR (COCONUT) FIBERS WATTLE</b>	
<b>Property</b>	<b>Property Value</b>
Minimum Diameter	12 inches
Minimum Density	3.5 pcf +/- 10%
Net Material	Coir Fiber
Net Openings	2 inch x 2 inch
Net Strength	90 lb
Minimum Weight	2.6 pcf +/- 10%

Wattle Barriers shall meet Table 1642-3.

<b>TABLE 1642-3 100% CURLED WOOD (EXCELSIOR) FIBERS – WATTLE BARRIER</b>	
<b>Property</b>	<b>Property Value</b>
Minimum Diameter	18 inches
Minimum Density	2.9 pcf +/- 10%
Net Material	Synthetic
Net Openings	1 inch x 1 inch
Net Configuration	Totally Encased
Minimum Weight	5 pcf +/- 10%

Coir Fiber Wattle Barriers shall meet Table 1642-4.

<b>TABLE 1642-4 100% COIR (COCONUT) FIBERS WATTLE BARRIER</b>	
<b>Property</b>	<b>Property Value</b>
Minimum Diameter	18 inches
Minimum Density	5 pcf +/- 10%
Net Material	Coir Fiber
Net Openings	2 inch x 2 inch
Net Strength	90 lb
Minimum Weight	10 pcf +/- 10%

**Pages 16-24 & 16-25, Article 1642-5 MEASUREMENT AND PAYMENT**, lines 42-47 & lines 1-2, delete and replace with the following:

*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*.

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

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

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

**Page 16-25, Article 1642-5 MEASUREMENT AND PAYMENT**, after line 9, delete and replace “ \_\_\_ Wattle Check” with “Wattle”.

**Page 16-25, Article 1642-5 MEASUREMENT AND PAYMENT**, after line 9, delete and replace “ \_\_\_ Wattle Barrier” with “Wattle Barrier”.

**Page 16-25, Article 1642-5 MEASUREMENT AND PAYMENT**, after line 9, add the following:

<b>Pay Item</b>	<b>Pay Unit</b>
Coir Fiber Wattle	Linear Foot
Coir Fiber Wattle Barrier	Linear Foot

**SANDBAG HEADWALLS:**

(4-19-05) (Rev 5-18-10)

SP8 R31

**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 a reinforced sandbag headwall is required, install reinforcing fabrics as shown on the plans.

**Materials**

<b>Item</b>	<b>Section</b>
Select Material	1016

Provide 8” long steel spikes approved by the Engineer or 24” long reinforcing bars meeting the requirements of reinforcing steel in accordance with Section 1070 of the *Standard Specifications*.

**(A) Sandbags**

Use acrylic sand bags meeting the requirements of the Federal Commercial Item Description A-A-52140A.

Use Class II, Type 1 or Class III Select Material to fill sandbags.

**(B) Reinforcing Fabrics**

Provide Type 2 Typical Certified Mill Test Reports in accordance with Article 106-3 of the *Standard Specifications* and minimum average roll values (MARV) in accordance with ASTM D4439 for fabric properties. For testing fabrics, a lot is defined as a single day’s production.

Load, transport, unload and store reinforcing fabrics such that they are kept clean and free of damage. Identify, store and handle fabrics in accordance with ASTM D4873. Reinforcing fabrics with defects, flaws, deterioration or damage will be rejected. Do not leave fabrics uncovered for more than 7 days.

Use reinforcing fabrics meeting the requirements of Article 1056-1 of the *Standard Specifications*. The reinforcement direction (RD) is the direction perpendicular to the headwall face and the cross-reinforcement direction (CRD) is the direction parallel to the headwall face. Use woven polyester or polypropylene fabrics with properties meeting the following requirements:

<b>Property</b>	<b>Test Method</b>	<b>Requirement (MARV)</b>
Wide Width Tensile Strength @ Ultimate (RD)	ASTM D4595	Varies – 2400 lb/ft min
Wide Width Tensile Strength @ Ultimate (CRD)	ASTM D4595	1200 lb/ft min

Tear Strength	ASTM D4533	100 lb min
Puncture Strength	ASTM D6241	600 lb min
Permittivity	ASTM D4491	0.20 sec <sup>-1</sup> min
Apparent Opening Size	ASTM D4751	20 US sieve min – 70 US sieve max
Ultraviolet Stability (retained strength)	ASTM D4355	70 %* min

\*after 500 hours of exposure

### 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 sandbags or reinforcing fabrics until obtaining approval of the excavation depth and foundation material.

Fill sandbags such that when tied, the bags measure approximately 13" wide, 21" long and 4" to 5" thick. Place sandbags and connect bags with spikes or reinforcing bars as shown on the plans. Do not leave any gaps between sandbags and pipes. Erect sandbag headwalls as near to vertical as possible with no negative batter (headwall face leaning forward). Construct headwalls with a vertical and horizontal tolerance of 3" when measured with a 10 ft straight edge and an overall vertical plumbness (batter) and horizontal alignment of less than 6".

Place reinforcing fabrics at locations and elevations shown on the plans and in slight tension free of kinks, folds, wrinkles or creases. Do not splice reinforcing fabrics in the RD. Seams are allowed in the CRD. Bond or sew adjacent reinforcing fabrics together or overlap fabrics a minimum of 18" with seams oriented perpendicular to the headwall face. Cover reinforcing fabrics with at least 3" of backfill.

Backfill sandbag headwalls in accordance with Section 235 of the *Standard Specifications* except do not backfill with rock, broken pavement or similar material. Use only hand operated compaction equipment within 3 ft of the sandbags. Do not damage reinforcing fabrics when placing and compacting backfill. Do not operate heavy equipment on reinforcing fabrics until they are covered with at least 10" of backfill. Repair or replace any damaged fabrics 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 for in square feet. Sandbag headwalls will be measured as the exposed face area and no payment will be made for openings for temporary pipes in headwalls. The contract unit price for *Sandbag Headwalls* will be full compensation for furnishing labor, tools, equipment and materials, excavating, backfilling, providing sandbags filled with select material, stakes or reinforcing bars and reinforcing fabrics, removing headwalls, disposing of materials and any incidentals necessary to construct and remove sandbag headwalls in accordance with this provision.

Payment will be made under:

**Pay Item**

Sandbag Headwalls

**Pay Unit**

Square Foot

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

(5-20-08)(Rev. 1-16-24)

Z-2

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

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

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

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

(5-17-11)

Z-3

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

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

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

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

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

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

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

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

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

FURTHER SPECIFICATIONS FOR EACH SEED GROUP ARE GIVEN BELOW:

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

Sericea Lespedeza  
Oats (seeds)

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

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

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

Common or Sweet Sundangrass

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

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

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

Centipedegrass	Japanese Millet
Crownvetch	Reed Canary Grass
Pensacola Bahiagrass	Zoysia

Creeping Red Fescue

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

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

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

(1-16-24) (Rev. 7-15-25)

Z-4

Revise the *2024 Standard Specifications* as follows:

**Division 3**

**Page 3-5, Article 305-2 MATERIALS, after line 16,** replace " 1032-3(A)(7)" with "1032-3" and add the item "Galvanized Corrugated Steel Pipe" with Section "1032-3".

**Page 3-6, Article 310-2 MATERIALS, after line 9,** add the item "Galvanized Corrugated Steel Pipe" with Section "1032-3".

**Division 6**

**Page 6-15, Article 610-1 DESCRIPTION, line 20,** replace "The work includes" with "The work includes, but is not limited to,".

**Page 6-15, Article 610-1 DESCRIPTION, line 22,** replace "applying the tack coat as specified." with "applying the tack coat in accordance with Section 605.".

**Page 6-30, Article 610-14 DENSITY ACCEPTANCE, line 39,** replace "QC process." with "QC process in accordance with Section 609.".

**Page 6-31, Article 610-16 MEASUREMENT AND PAYMENT, line 13,** replace "*Hot Mix Asphalt Pavement*" with "*Asphalt Concrete \_\_\_\_\_ Course, Type \_\_\_\_\_*".

**Division 8**

**Page 8-27, Article 846-1 DESCRIPTION, line 8,** delete "4 inch" from the first paragraph.

**Division 9**

**Page 9-17, Article 904-4 MEASUREMENT AND PAYMENT, prior to line 1,** replace " Sign Erection, Relocate Type (Ground Mounted)" with "Sign Erection, Relocate Type \_\_\_\_ (Ground Mounted)".

**Division 10**

**Page 10-51, Article 1024-4 WATER, prior to line 1,** delete the "unpopulated blank row" in Table 1024-2 between "Time of set, deviation from control" and "Chloride Ion Content, Max.".

**Page 10-170, Subarticle 1081-1(C) Requirements, line 4,** replace "maximum" with "minimum".

**Division 11**

**Page 11-15, Article 1160-4 MEASUREMENT AND PAYMENT, line 24,** replace “Where barrier units are moved more than one” with “Where barrier units are moved more than once”.

**Division 15**

**Page 15-10, Article 1515-4 MEASUREMENT AND PAYMENT, lines 11,** replace " All piping" with “All labor, the manhole, other materials, excavation, backfilling, piping”.

**Division 16**

**Page 16-14, Article 1633-5 MEASUREMENT AND PAYMENT, line 20-24 and prior to line 25,** delete and replace with the following " *Flocculant* will be measured and paid in accordance with Article 1642-5 applied to the temporary rock silt checks.”

**Page 16-3, Article 1609-2 MATERIALS, after line 26,** replace "Type 4" with “Type 4a”.

**Page 16-25, Article 1644-2 MATERIALS, after line 22,** replace "Type 4" with “Type 4a”.

**STANDARD SPECIAL PROVISION****PLANT AND PEST QUARANTINES**

**(Imported Fire Ant, Guava Root Knot Nematode, Spongy Moth (formerly known as gypsy moth), Witchweed, Cogon Grass, And Any Other Regulated Noxious Weed or Plant Pest)**

(3-18-03)(Rev. 3-18-25)

Z-04a

**Within Quarantined Area**

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

**Originating in a Quarantined County**

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

**Contact**

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

**Regulated Articles Include**

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

**STANDARD SPECIAL PROVISION****MINIMUM WAGES**

(7-21-09)

Z-5

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

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

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

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

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

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

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

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

(6-28-77)(Rev 1/16/2024)

Z-6

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

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

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

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

**(a) Compliance with Regulations**

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

**(b) Nondiscrimination**

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

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

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

**(d) Information and Reports**

The contractor shall provide all information and reports required by the Acts, the Regulations, and directives issued pursuant thereto and shall permit access to its books, records, accounts, other sources of information, and its facilities as may be

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

(e) Sanctions for Noncompliance:

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

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

(f) Incorporation of Provisions

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

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

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

- (a) During the performance of this contract or agreement, contractors (e.g., subcontractors, consultants, vendors, prime contractors) are responsible for complying with NCDOT's Title VI Program. Contractors are not required to prepare or submit Title VI Programs. To comply with this section, the prime contractor shall:
  1. Post NCDOT's Notice of Nondiscrimination and the Contractor's own Equal Employment Opportunity (EEO) Policy in conspicuous locations accessible to all employees, applicants and subcontractors on the jobsite.

2. Physically incorporate the required Title VI clauses into all subcontracts on federally-assisted and state-funded NCDOT projects, and ensure inclusion by subcontractors into all lower-tier subcontracts.
  3. Required Solicitation Language. The Contractor shall include the following notification in all solicitations for bids and requests for work or material, regardless of funding source:

“The North Carolina Department of Transportation, in accordance with the provisions of Title VI of the Civil Rights Act of 1964 (78 Stat. 252, 42 U.S.C. §§ 2000d to 2000d-4) and the Regulations, hereby notifies all bidders that it will affirmatively ensure that any contract entered into pursuant to this advertisement, disadvantaged business enterprises will be afforded full and fair opportunity to submit bids in response to this invitation and will not be discriminated against on the grounds of race, color, or national origin in consideration for an award. In accordance with other related nondiscrimination authorities, bidders and contractors will also not be discriminated against on the grounds of sex, age, disability, low-income level, creed/religion, or limited English proficiency in consideration for an award.”
  4. Physically incorporate the FHWA-1273, in its entirety, into all subcontracts and subsequent lower tier subcontracts on Federal-aid highway construction contracts only.
  5. Provide language assistance services (i.e., written translation and oral interpretation), free of charge, to LEP employees and applicants. Contact NCDOT OCR for further assistance, if needed.
  6. For assistance with these Title VI requirements, contact the NCDOT Title VI Nondiscrimination Program at 1-800-522-0453.
- (b) Subrecipients (e.g. cities, counties, LGAs, planning organizations) may be required to prepare and submit a Title VI Plan to NCDOT, including Title VI Assurances and/or agreements. Subrecipients must also ensure compliance by their contractors and subrecipients with Title VI. (23 CFR 200.9(b)(7))
- (c) If reviewed or investigated by NCDOT, the contractor or subrecipient agrees to take affirmative action to correct any deficiencies found within a reasonable time period, not to exceed 90 calendar days, unless additional time is granted by NCDOT. (23 CFR 200.9(b)(15))
- (d) The Contractor is responsible for notifying subcontractors of NCDOT’s External Discrimination Complaints Process.
1. Applicability

Title VI and related laws protect participants and beneficiaries (e.g., members of the public and contractors) from discrimination by NCDOT employees, subrecipients and contractors, regardless of funding source.

## 2. Eligibility

Any person—or class of persons—who believes he/she has been subjected to discrimination based on race, color, national origin, Limited English Proficiency (LEP), sex, age, or disability (and religion in the context of employment, aviation, or transit) may file a written complaint. The law also prohibits intimidation or retaliation of any sort.

## 3. Time Limits and Filing Options

Complaints may be filed by the affected individual(s) or a representative and must be filed no later than 180 calendar days after the following:

- (i) The date of the alleged act of discrimination; or
- (ii) The date when the person(s) became aware of the alleged discrimination; or
- (iii) Where there has been a continuing course of conduct, the date on which that conduct was discontinued or the latest instance of the conduct.

Title VI and related discrimination complaints may be submitted to the following entities:

- North Carolina Department of Transportation, Office of Civil Rights, Title VI Program, 1511 Mail Service Center, Raleigh, NC 27699-1511; toll free 1-800-522-0453
- Federal Highway Administration, North Carolina Division Office, 310 New Bern Avenue, Suite 410, Raleigh, NC 27601, 919-747-7010
- US Department of Transportation, Departmental Office of Civil Rights, External Civil Rights Programs Division, 1200 New Jersey Avenue, SE, Washington, DC 20590; 202-366-4070

## 4. Format for Complaints

Complaints must be in writing and signed by the complainant(s) or a representative, and include the complainant's name, address, and telephone number. Complaints received by fax or e-mail will be acknowledged and processed. Allegations received by telephone will be reduced to writing and provided to the complainant for confirmation or revision before processing. Complaints will be accepted in other languages, including Braille.

## 5. Discrimination Complaint Form

Contact NCDOT Civil Rights to receive a full copy of the Discrimination Complaint Form and procedures.

## 6. Complaint Basis

Allegations must be based on issues involving race, color, national origin (LEP), sex, age, disability, or religion (in the context of employment, aviation or transit). "Basis" refers to the complainant's membership in a protected group category.

<b>TABLE 103-1 COMPLAINT BASIS</b>			
<b>Protected Categories</b>	<b>Definition</b>	<b>Examples</b>	<b>Applicable Nondiscrimination Authorities</b>
Race and Ethnicity	An individual belonging to one of the accepted racial groups; or the perception, based usually on physical characteristics that a person is a member of a racial group	Black/African American, Hispanic/Latino, Asian, American Indian/Alaska Native, Native Hawaiian/Pacific Islander, White	Title VI of the Civil Rights Act of 1964; 49 CFR Part 21; 23 CFR 200; 49 U.S.C. 5332(b); 49 U.S.C. 47123. ( <i>Executive Order 13166</i> )
Color	Color of skin, including shade of skin within a racial group	Black, White, brown, yellow, etc.	
National Origin ( <i>Limited English Proficiency</i> )	Place of birth. Citizenship is not a factor. ( <i>Discrimination based on language or a person's accent is also covered</i> )	Mexican, Cuban, Japanese, Vietnamese, Chinese	
Sex	Gender. The sex of an individual. <i>Note: Sex under this program does not include sexual orientation.</i>	Women and Men	1973 Federal-Aid Highway Act; 49 U.S.C. 5332(b); 49 U.S.C. 47123.
Age	Persons of any age	21-year-old person	Age Discrimination Act of 1975 49 U.S.C. 5332(b); 49 U.S.C. 47123.
Disability	Physical or mental impairment, permanent or temporary, or perceived.	Blind, alcoholic, para-amputee, epileptic, diabetic, arthritic	Section 504 of the Rehabilitation Act of 1973; Americans with Disabilities Act of 1990
Religion (in the context of employment) ( <i>Religion/ Creed in all aspects of any aviation or transit-related construction</i> )	An individual belonging to a religious group; or the perception, based on distinguishable characteristics that a person is a member of a religious group. In practice, actions taken as a result of the moral and ethical beliefs as to what is right and wrong, which are sincerely held with the strength of traditional religious views. <i>Note: Does not have to be associated with a recognized religious group or church; if an individual sincerely holds to the belief, it is a protected religious practice.</i>	Muslim, Christian, Sikh, Hindu, etc.	Title VII of the Civil Rights Act of 1964; 23 CFR 230; FHWA-1273 Required Contract Provisions. ( <i>49 U.S.C. 5332(b); 49 U.S.C. 47123</i> )

### (3) Pertinent Nondiscrimination Authorities

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

- (a) Title VI of the Civil Rights Act of 1964 (42 U.S.C. § 2000d et seq., 78 stat. 252), (prohibits discrimination on the basis of race, color, national origin); and 49 CFR Part 21.

- (b) The Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970, (42 U.S.C. § 4601), (prohibits unfair treatment of persons displaced or whose property has been acquired because of Federal or Federal-aid programs and projects);
- (c) Federal-Aid Highway Act of 1973, (23 U.S.C. § 324 et seq.), (prohibits discrimination on the basis of sex);
- (d) Section 504 of the Rehabilitation Act of 1973, (29 U.S.C. § 794 et seq.), as amended, (prohibits discrimination on the basis of disability) and 49 CFR Part 27;
- (e) The Age Discrimination Act of 1975, as amended, (42 U.S.C. § 6101 et seq.), (prohibits discrimination on the basis of age);
- (f) Airport and Airway Improvement Act of 1982, (49 USC § 471, Section 47123), as amended, (prohibits discrimination based on race, creed, color, national origin, or sex);
- (g) The Civil Rights Restoration Act of 1987, (PL 100-209), (Broadened the scope, coverage and applicability of Title VI of the Civil Rights Act of 1964, The Age Discrimination Act of 1975 and Section 504 of the Rehabilitation Act of 1973, by expanding the definition of the terms "programs or activities" to include all of the programs or activities of the Federal-aid recipients, sub-recipients and contractors, whether such programs or activities are Federally funded or not);
- (h) Titles II and III of the Americans with Disabilities Act, which prohibit discrimination on the basis of disability in the operation of public entities, public and private transportation systems, places of public accommodation, and certain testing entities (42 U.S.C. §§ 12131-12189) as implemented by Department of Transportation regulations at 49 C.F.R. parts 37 and 38;
- (i) The Federal Aviation Administration's Nondiscrimination statute (49 U.S.C. § 47123) (prohibits discrimination on the basis of race, color, national origin, and sex);
- (j) Executive Order 12898, Federal Actions to Address Environmental Justice in Minority Populations and Low-Income Populations, which ensures Nondiscrimination against minority populations by discouraging programs, policies, and activities with disproportionately high and adverse human health or environmental effects on minority and low-income populations;
- (k) Executive Order 13166, Improving Access to Services for Persons with Limited English Proficiency, and resulting agency guidance, national origin discrimination includes discrimination because of Limited English proficiency (LEP). To ensure compliance with Title VI, you must take reasonable steps to ensure that LEP persons have meaningful access to your programs (70 Fed. Reg. at 74087 to 74100);
- (l) Title IX of the Education Amendments of 1972, as amended, which prohibits you from discriminating because of sex in education programs or activities (20 U.S.C. 1681 et seq).
- (m) Title VII of the Civil Rights Act of 1964 (42 U.S.C. § 2000e et seq., Pub. L. 88-352), (prohibits employment discrimination on the basis of race, color, religion, sex, or national origin).

**(4) Additional Title VI Assurances**

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

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

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

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

(HABENDUM CLAUSE)

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

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

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

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

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

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

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

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

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

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

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

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

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

Z-10

**Description**

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

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

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

**Minorities and Women**

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

**Assigning Training Goals**

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

## Training Classifications

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

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

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

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

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

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

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

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

## Records and Reports

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

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

### **Trainee Interviews**

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

### **Trainee Wages**

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

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

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

### **Achieving or Failing to Meet Training Goals**

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

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

### **Measurement and Payment**

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

**PROJECT SPECIAL PROVISIONS**

**GEOTECHNICAL**

**[SEE NEXT PAGE]**

FA-740029

**GT-1.1**

Polk County

**TEMPORARY SOIL NAIL WALLS:****(1-16-24)****Description**

Construct temporary soil nail walls consisting of soil nails spaced at a regular pattern and connected to a reinforced shotcrete face. A soil nail consists of a solid or hollow steel bar grouted in a drilled hole inclined at an angle below horizontal. At the Contractor's option, use temporary soil nail walls instead of temporary shoring for full cut sections. Design and construct temporary soil nail walls based on actual elevations and wall dimensions in accordance with the contract and accepted submittals. Use a prequalified Anchored Wall Contractor to construct temporary soil nail walls. Define "soil nail wall" as a temporary soil nail wall and "Soil Nail Wall Contractor" as the Anchored Wall Contractor installing soil nails and applying shotcrete. Define "nail" as a soil nail.

Provide positive protection for soil nail walls at locations shown in the plans and as directed. See *Temporary Shoring* provision for positive protection types and definitions.

**Materials**

Refer to Division 10 of the *Standard Specifications*.

<b>Item</b>	<b>Section</b>
Geocomposites	1056
Portland Cement	1024-1
Reinforcing Steel	1070
Shotcrete	1002
Select Material, Class IV	1016
Steel Plates	1072-2
Water	1024-4

Use Type 5 grout for soil nails.

Use Class IV select material for temporary guardrail. Provide soil nails consisting of grouted steel bars and nail head assemblies. Use deformed solid steel bars that meet AASHTO M 275 or M 31, Grade 60, 75 or 80. Splice solid bars in accordance with Article 1070-9 of the *Standard Specifications*. Use hollow steel bars manufactured by DYWIDAG-Systems International USA Inc., Nucor Skyline, Williams Form Engineering Corp. or an approved equal.

Use centralizers that meet Article 34.3.4 of the *AASHTO LRFD Bridge Construction Specifications*. Provide nail head assemblies consisting of nuts, washers and bearing plates. Use steel plates for bearing plates and steel washers and hex nuts recommended by the Soil Nail Manufacturer.

Provide Type 6 material certifications for soil nail materials in accordance with Article 106-3 of the *Standard Specifications*. Store steel materials on blocking at least 12" above the ground and protect it at all times from damage; and when placing in the work make sure it is free from dirt, dust, loose mill scale, loose rust, paint, oil or other foreign materials. Load, transport, unload and store soil nail wall materials so materials are kept clean and free of damage. Bent, damaged or defective materials will be rejected.

**Preconstruction Requirements****(A) Concrete Barrier**

Define “clear distance” behind concrete barrier as the horizontal distance between the barrier and edge of pavement. The minimum required clear distance for concrete barrier is shown in the plans. At the Contractor’s option or if the minimum required clear distance is not available, set concrete barrier next to and up against traffic side of soil nail walls except for barrier above walls. Concrete barrier with the minimum required clear distance is required above soil nail walls.

**(B) Temporary Guardrail**

Define “clear distance” behind temporary guardrail as the horizontal distance between guardrail posts and soil nail walls. At the Contractor’s option or if clear distance for soil nail walls is less than 4 ft, use temporary guardrail with 8 ft posts and a clear distance of at least 2.5 ft. Place ABC in clear distance and around guardrail posts instead of pavement.

**(C) Soil Nail Wall Designs**

Before beginning soil nail wall design, survey existing ground elevations in the vicinity of wall locations to determine actual design heights (H). Use a prequalified Anchored Wall Design Consultant to design soil nail walls. Provide designs sealed by a Design Engineer approved as a Geotechnical Engineer (key person) for the Anchored Wall Design Consultant.

Design soil nail walls in accordance with the plans and the *AASHTO LRFD Bridge Design Specifications* unless otherwise required. Design soil nails that meet the following unless otherwise approved:

- (1) Horizontal and vertical spacing of at least 3 ft,
- (2) Inclination of at least 12° below horizontal and
- (3) Diameter of 4" to 10".

Do not extend nails beyond right-of-way or easement limits. If existing or future obstructions such as foundations, pavements, pipes, inlets or utilities will interfere with nails, maintain a clearance of at least 6" between obstructions and nails.

Design soil nail walls for a traffic surcharge of 250 psf if traffic will be above and within H of walls. This traffic surcharge does not apply to construction traffic. Design soil nail walls for any construction surcharge if construction traffic will be above and within H of walls. For temporary guardrail with 8 ft posts above soil nail walls, analyze shotcrete and top row of nails for a nominal horizontal load of 300 lb/ft of wall with a load factor of 1.0.

Place geocomposite sheet drains with a horizontal spacing of no more than 10 ft and center drains between adjacent nails. Attach sheet drains to excavation faces. Design shotcrete in accordance with Article 11.12.6.2 of the *AASHTO LRFD Bridge Design Specifications*.

Submit PDF files of working drawings and design calculations for soil nail wall designs

in accordance with Article 105-2 of the *Standard Specifications*. Submit working drawings showing plan views, wall profiles, typical sections and details of soil nail wall design and construction sequence. Include details in working drawings of soil nail locations, unit grout/ground bond strengths, shotcrete reinforcement and if necessary, obstructions extending through walls or interfering with nails. Include details in construction sequence of excavation, grouting, installing reinforcement, nail testing and shotcreting with mix designs and shotcrete nozzleman certifications. Do not begin soil nail wall construction until a design submittal is accepted.

Submit design calculations for each wall section with different surcharge loads, geometry or material parameters. Include analysis of temporary conditions during construction in design calculations. At least one analysis is required for each wall section with different nail lengths. Analyze internal and compound stability with a computer software program that uses limit equilibrium methods and submit all PDF output files from the program with the design calculations. See Article C11.12.2 of the AASHTO LRFD specifications for determining the maximum soil nail force,  $T_{\max\text{sn}}$ . Once  $T_{\max\text{sn}}$  and pullout length behind slip surface,  $L_P$ , are determined from limit equilibrium methods at the target soil failure resistance factor (1 over factor of safety output from computer software), use these values for soil nail (pullout and tensile resistance) and wall facing (flexure, punching shear and headed-stud tensile resistance) design in accordance with Articles 11.12.5.2, 11.12.6.1 and 11.12.6.2 of the AASHTO LRFD specifications.

- (1) When designing soil nail walls with computer software Snail manufactured by the California Department of Transportation (CALTRANS), use Snail version 2.2.0 or later, to calculate factors of safety and  $T_{\max\text{sn}}$  and  $L_P$  values in accordance with the following: Allowable Stress Design for Analysis Method with no load factors applied except those applied to factored surcharge loads from structures or traffic,
- (2) Perform Below Toe Search option selected when any soil layer has a friction angle less than  $30^\circ$  and
- (3) Default value of 0.33 for Interface Friction Reduction Factor.

When designing soil nail walls with computer software other than Snail, use bi-linear (or tri-linear, as applicable) search surfaces intended to reproduce Snail results. Factors of safety and  $T_{\max\text{sn}}$  and  $L_P$  values are acceptable if they are within 5% of the factors of safety and  $T_{\max\text{sn}}$  and  $L_P$  values calculated by the Engineer using the computer software Slide2 manufactured by Rocscience, Inc.

**(D) Preconstruction Meeting**

Before starting soil nail wall construction, hold a preconstruction meeting to discuss the construction, inspection and testing of the soil nail walls. If this meeting occurs before all soil nail wall submittals have been accepted, additional preconstruction meetings may be required before beginning construction of soil nail walls without accepted submittals. The Resident, District or Bridge Maintenance Engineer, Area Construction Engineer, Geotechnical Operations Engineer, Contractor and Soil Nail Wall Contractor Superintendent will attend preconstruction meetings.

FA-740029

**GT-1.4**

Polk County

**Construction Methods**

Control drainage during construction in the vicinity of soil nail walls. Direct run off away from soil nail walls and areas above and behind walls.

Install foundations located behind soil nail walls before beginning wall construction. Do not excavate behind soil nail walls. If overexcavation occurs, repair walls with an approved method and a revised soil nail wall design may be required.

Install positive protection in accordance with the contract and accepted submittals. Use PCB in accordance with Section 1170 of the *Standard Specifications* and Roadway Standard Drawing No. 1170.01. Use temporary guardrail in accordance with Section 862 of the *Standard Specifications* and Roadway Standard Drawing No. 862.01, 862.02 and 862.03.

**(A) Excavation**

Excavate for soil nail walls from the top down in accordance with the accepted submittals. Excavate in staged horizontal lifts with no negative batter (excavation face leaning forward). Excavate lifts in accordance with the following:

- (1) Heights not to exceed vertical nail spacing,
- (2) Bottom of lifts no more than 3 ft below nail locations for current lift and
- (3) Horizontal and vertical alignment within 6" of location shown in the accepted submittals.

Remove any cobbles, boulders, rubble or debris that will protrude more than 2" into the required shotcrete thickness. Rocky ground such as colluvium, boulder fills and weathered rock may be difficult to excavate without leaving voids.

Apply shotcrete to excavation faces within 24 hours of excavating each lift unless otherwise approved. Shotcreting may be delayed if it can be demonstrated that delays will not adversely affect excavation stability. If excavation faces will be exposed for more than 24 hours, use polyethylene sheets anchored at top and bottom of lifts to protect excavation faces from changes in moisture content.

If an excavation becomes unstable at any time, suspend soil nail wall construction and temporarily stabilize the excavation by immediately placing an earth berm up against the unstable excavation face. When this occurs, repair walls with an approved method and a revised soil nail wall design may be required.

Do not excavate the next lift until nail installations and testing and shotcrete application for the current lift are accepted and grout and shotcrete for the current lift have cured at least 3 days and 1 day, respectively.

**(B) Soil Nails**

Drill and grout nails the same day and do not leave drill holes open overnight. Control drilling and grouting to prevent excessive ground movements, damaging structures and pavements or fracturing rock and soil formations. If ground heave or subsidence occurs, suspend soil nail wall construction and take corrective action to minimize movement. If property damage occurs, make repairs with an approved method and a revised soil nail wall design may be required.

The drilling, steel bar and grouting requirements below are for solid bar nails and may not apply to hollow bar nails. Hollow bar nails are typically installed by simultaneously drilling and grouting as a sacrificial drill bit is advanced and grout is pumped through the bar. For hollow bar nails, submit drilling and grouting procedures for approval before installing soil nails.

(1) Drilling

Use drill rigs of the sizes necessary to install soil nails and with sufficient capacity to drill through whatever materials are encountered. Drill straight and clean holes with the dimensions and inclination shown in the accepted submittals. Drill holes within 6" of locations and 2° of inclination shown in the accepted submittals unless otherwise approved.

Stabilize drill holes with temporary casings if unstable, caving or sloughing material is anticipated or encountered. Do not use drilling fluids to stabilize drill holes or remove cuttings.

(2) Steel Bars

Center solid steel bars in drill holes with centralizers. Securely attach centralizers along bars at no more than 8 ft centers. Attach uppermost and lowermost centralizers 18" from excavation faces and ends of holes.

Do not insert solid steel bars into drill holes until hole locations, dimensions, inclination and cleanliness are approved. Do not vibrate, drive or otherwise force bars into holes. If a steel bar cannot be completely and easily inserted into a drill hole, remove the bar and clean or redrill the hole.

(3) Grouting

Mix and place grout in accordance with Subarticles 1003-5, 1003-6 and 1003-7 of the *Standard Specifications*. Remove oil, rust inhibitors, residual drilling fluids and similar foreign materials from holding tanks/hoppers, stirring devices, pumps, lines, tremie pipes and any other equipment in contact with grout before use. Measure grout temperature, density and flow during grouting with at least the same frequency grout cubes are made for compressive strength. Perform density and flow field tests in the presence of the Engineer in accordance with American National Standards Institute/American Petroleum Institute Recommended Practice 13B-1 (Section 4, Mud Balance) and ASTM C939 (Flow Cone), respectively.

Inject grout at the lowest point of drill holes through tremies, e.g., grout tubes, casings, hollow-stem augers or drill rods, in one continuous operation. Fill drill holes progressively from ends of holes to excavation faces and withdraw tremies at a slow even rate as holes are filled to prevent voids in grout. Extend tremies into grout at least 5 ft at all times except when grout is initially placed in holes.

Provide grout free of segregation, intrusions, contamination, structural damage or inadequate consolidation (honeycombing). Cold joints in grout are not allowed except for test nails. Remove any temporary casings as grout is placed and record grout volume for each drill hole.

FA-740029

**GT-1.6**

Polk County

**(4) Nail Heads**

Install nail head assemblies after shotcreting. Before shotcrete reaches initial set, seat bearing plates and tighten nuts so plates contact shotcrete uniformly. If uniform contact is not possible, install nail head assemblies on mortar pads so nail heads are evenly loaded.

**(C) Sheet Drains**

Install geocomposite sheet drains as shown in the accepted submittals. Before installing shotcrete reinforcement, place sheet drains with the geotextile side against excavation faces. For highly irregular faces and at the discretion of the Engineer, sheet drains may be placed after shotcreting over weep holes through the shotcrete. Hold sheet drains in place with anchor pins so drains are in continuous contact with surfaces to which they are attached and allow for full flow the entire height of soil nail walls. Discontinuous sheet drains are not allowed. If splices are needed, overlap sheet drains at least 12" so flow is not impeded. Cut off excess sheet drain length and expose drain ends below shotcrete when soil nail wall construction is complete.

**(D) Shotcrete**

Clean ungrouted zones of drill holes and excavation faces of loose materials, mud, rebound and other foreign material. Moisten surfaces to receive shotcrete. Install shotcrete reinforcement in accordance with the contract and accepted submittals. Secure reinforcing steel so shooting does not displace or vibrate reinforcement. Install approved thickness gauges on 5 ft centers in the horizontal and vertical directions to measure shotcrete thickness.

Apply shotcrete in accordance with the contract, accepted submittals and Subarticle 1002-3(F) of the *Standard Specifications*. Use approved shotcrete nozzlemen who made satisfactory preconstruction test panels to apply shotcrete. Direct shotcrete at right angles to excavation faces except when shooting around reinforcing steel. Rotate nozzle steadily in small circular patterns and apply shotcrete from bottom of lifts up.

Make shotcrete surfaces uniform and free of sloughing or sagging. Completely fill ungrouted zones of drill holes and any other voids with shotcrete. Taper construction joints to a thin edge over a horizontal distance of at least the shotcrete thickness. Wet joint surfaces before shooting adjacent sections.

Repair surface defects as soon as possible after shooting. Remove any shotcrete which lacks uniformity, exhibits segregation, honeycombing or lamination or contains any voids or sand pockets and replace with fresh shotcrete to the satisfaction of the Engineer. Protect shotcrete from freezing and rain until shotcrete reaches initial set.

**(E) Construction Records**

Provide 2 copies of soil nail wall construction records within 24 hours of completing each lift. Include the following in construction records:

- (1) Names of Soil Nail Wall Contractor, Superintendent, Nozzleman, Drill Rig Operator, Project Manager and Design Engineer;
- (2) Wall description, county, Department's contract, TIP and WBS element number;

FA-740029

**GT-1.7**

Polk County

- (3) Wall station and number and lift location, dimensions, elevations and description;
- (4) Nail locations, dimensions and inclinations, bar types, sizes and grades and temporary casing information;
- (5) Date and time drilling begins and ends, steel bars are inserted into drill holes, grout and shotcrete are mixed and arrives on-site and grout placement and shotcrete application begins and ends;
- (6) Grout volume, temperature, flow and density records;
- (7) Ground and surface water conditions and elevations if applicable;
- (8) Weather conditions including air temperature at time of grout placement and shotcrete application; and
- (9) All other pertinent details related to soil nail wall construction.

After completing each soil nail wall or stage of a wall, provide a PDF file of all corresponding construction records.

**Nail Testing**

“Proof tests” are performed on nails incorporated into walls, i.e., production nails. Define “test nail” as a nail tested with a proof test. Proof tests are typically required for at least one nail per nail row per soil nail wall or at least 5% of production nails, whichever is greater. More or less test nails may be required depending on subsurface conditions encountered. The Engineer will determine the number and locations of proof tests required. Do not test nails until grout and shotcrete attain the required 3-day compressive strength.

**(A) Test Equipment**

Use the following equipment to test nails:

- (1) Two dial gauges with rigid supports,
- (2) Hydraulic jack and pressure gauge and
- (3) Jacking block or reaction frame.

Provide dial gauges with enough range and precision to measure the maximum test nail movement to 0.001". Use pressure gauges graduated in 100 psi increments or less. Submit identification numbers and calibration records for load cells, jacks and pressure gauges with the soil nail wall design. Calibrate each jack and pressure gauge as a unit.

Align test equipment to uniformly and evenly load test nails. Use a jacking block or reaction frame that does not damage or contact shotcrete within 3 ft of nail heads. Place dial gauges opposite each other on either side of test nails and align gauges within 5° of bar inclinations. Set up test equipment so resetting or repositioning equipment during nail testing is not needed.

**(B) Test Nails**

Test nails include both unbonded and bond lengths. Grout only bond lengths before nail testing. Provide unbonded and bond lengths of at least 3 ft and 10 ft, respectively.

Steel bars for production nails may be overstressed under higher test nail loads. If

FA-740029

**GT-1.8**

Polk County

necessary, use larger size or higher grade bars with more capacity for test nails instead of shortening bond lengths to less than the minimum required.

**(C) Proof Tests**

Test proof test nails in accordance with the accepted submittals and Article 34.5.5.3, respectively of the *AASHTO LRFD Bridge Construction Specifications*.

**(D) Test Nail Acceptance**

Submit 2 copies of test nail records including load versus movement and time versus creep movement plots within 24 hours of completing each proof test. The Engineer will review the test nail records to determine if test nails are acceptable. Test nail acceptance is based in part on the acceptance criteria in Article 34.5.5.4 of the *AASHTO LRFD Bridge Construction Specifications*.

Maintain stability of unbonded lengths for subsequent grouting. If a test nail is accepted but the unbonded length cannot be satisfactorily grouted, do not incorporate the test nail into the soil nail wall and add another production nail to replace the test nail.

If the Engineer determines a test nail is unacceptable, either perform additional proof tests on adjacent production nails or revise the soil nail design or installation methods for the production nails represented by the unacceptable test nail as determined by the Engineer. Submit a revised soil nail wall design for acceptance, provide an acceptable test nail with the revised design or installation methods and install additional production nails for the nails represented by the unacceptable test nail.

After completing nail testing for each soil nail wall or stage of a wall, provide a PDF file of all corresponding test nail records.

**Measurement and Payment**

Temporary soil nail walls will be measured and paid in square feet. Temporary soil nail walls will be paid for at the contract unit price for *Temporary Shoring*. Temporary soil nail walls will be measured as the square feet of exposed wall face area. No measurement will be made for any embedment or pavement thickness above soil nail walls.

The contract unit price for *Temporary Shoring* will be full compensation for providing soil nail wall designs, submittals, labor, tools, equipment and soil nail wall materials, excavating, hauling and removing excavated materials, installing and testing soil nails, grouting, shotcreting and supplying sheet drains and any incidentals necessary to construct soil nail walls. No additional payment will be made and no extension of completion date or time will be allowed for repairing property damage, overexcavations or unstable excavations, unacceptable test nails or thicker shotcrete.

No payment will be made for temporary shoring not shown in the plans or required by the Engineer including shoring for OSHA reasons or the Contractor's convenience. No value engineering proposals will be accepted based solely on revising or eliminating shoring locations shown in the plans or estimated quantities shown in the bid item sheets as a result of actual field measurements or site conditions.

PCB will be measured and paid in accordance with Section 1170 of the *Standard Specifications*. No additional payment will be made for anchoring PCB for soil nail walls. Costs for anchoring

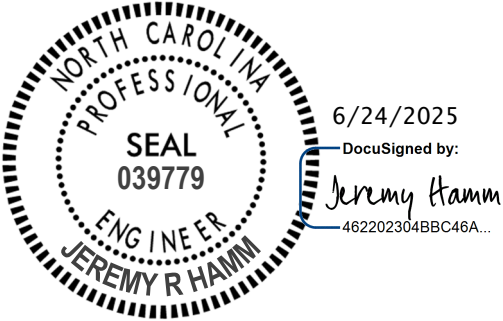
FA-740029

# GT-1.9

Polk County

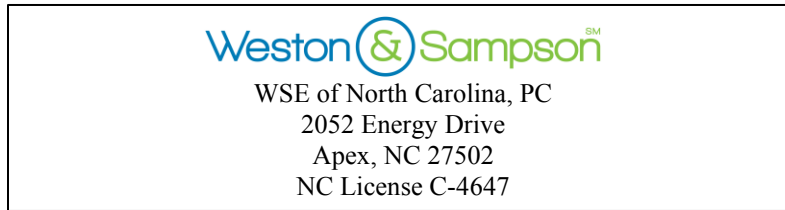
PCB will be incidental to soil nail walls.

Temporary guardrail will be measured and paid for in accordance with Section 862 of the *Standard Specifications*.



**UbO-1****PROJECT SPECIAL PROVISIONS**

## Utilities by Others

**GENERAL**

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

- A) Rutherford Electric Membership Corporation – Power (Distribution)
- B) Windstream – Communications
- C) Vyve Broadband – Communications

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

The Contractor's attention is directed to Article 105-8 Cooperation with Utility Owners of the NCDOT 2024 Standard Specifications.

**Utilities Requiring Adjustments:**

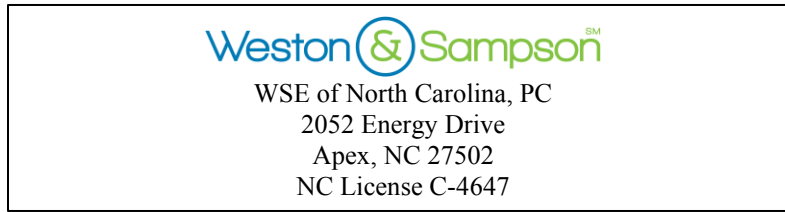
Utility relocations are shown on the Utilities by Others Plans.

- A) Rutherford Electric Membership Corporation (Rutherford EMC) – Distribution Power
  - 1. Rutherford EMC relocation work is complete for the project. Their distribution poles and O/H facilities are shown on sheets UO-02 & UO-03.
    - a) Rutherford EMC's work consisting of new distribution poles and O/H facilities was completed on 05/01/2025.
    - b) Rutherford EMC's wreck out was completed on 05/01/2025.
  - 2. The contact person for Rutherford EMC is Mr. Thomas Haire.  
 (828) 245-1621 Ext 415 [thaire@remc.com](mailto:thaire@remc.com)
- B) Windstream – Communications
  - 1. Windstream's relocation work will be completed by 08/30/2025, including splicing and wreck out of O/H facilities.
    - a) Windstream's work consists of new O/H facilities throughout the project corridor.

## UbO-2

### PROJECT SPECIAL PROVISIONS

#### Utilities by Others



2. The contact person for Windstream is Mr. Tyler Ridings.  
(864) 572-1475 [Randy.Ridings@windstream.com](mailto:Randy.Ridings@windstream.com)

#### C) Vyve Broadband – Communications

1. Vyve's relocation work was completed after Duke was complete.
  - a) Vyve's work consists of new O/H facilities throughout the project corridor.
  - b) The distribution work was completed on 06/01/2025, including service connections and wreck out of O/H facilities.
2. The contact person for Vyve is Mr. Marvin Mashburn.  
(828) 413-0749 [Marvin.Mashburn@vyvebb.com](mailto:Marvin.Mashburn@vyvebb.com)

**PROJECT SPECIAL PROVISIONS****EROSION CONTROL****CONCRETE WASHOUT:**

(10-22-15)(Rev. 4-15-25)

**Description**

Concrete washouts are impermeable enclosures, above or below grade, to contain concrete wastewater and associated concrete mix from cleaning of ready-mix trucks, drums, pumps, tools 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 washout operations.

Acceptable concrete washouts may include constructed earthen structures, above or below ground, or commercially available devices designed specifically to capture concrete wash water.

**Materials**

Refer to Division 10 of the *Standard Specifications*.

**Item**

Temporary Silt Fence

**Section**

1605

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

Geomembrane basin liner shall consist of a minimum 10 mil thick polypropylene or polyethylene geomembrane.

**Construction Methods**

Build an enclosed earthen berm or excavate to form an enclosure in accordance with the details and as directed by the Engineer near the project entrance(s) or at location(s) of concrete operations. Structures shall be constructed a minimum of 50 feet from drainage conveyances or jurisdictional streams or wetlands. [Alternate structure designs or plans for management of concrete washout may be submitted for review and approval by the Engineer. Include in the alternate plan the method used to retain, treat and dispose of the concrete washout wastewater generated within the project limits and in accordance with the minimum setback requirements.](#)

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

Post a sign with the words "Concrete Washout" in close proximity of the concrete washout area, so it is clearly visible to site personnel. Install safety fence as directed by the Engineer for visibility to construction traffic.

Install prefabricated concrete washouts, designed specifically to capture concrete wash water, at locations of additional concrete pouring operations. Acceptable systems may include geotextile lined containers, vinyl or plastic containers or roll-off containers, with or without filter bags with a minimum functional holding capacity of 36 cubic feet (1.33 cubic yards). Submit prefabricated concrete washout system for approval by the Engineer prior to installation. Place prefabricated concrete washout devices to a minimum 50 foot setback from drainage conveyances and jurisdictional streams and wetlands. If the minimum setback cannot be achieved, provide secondary containment to prevent accidental release of wastewater from reaching drainage conveyances or streams.

Prefabricated concrete washouts must be clearly and visibly labeled as such, either by the manufacturer on the product itself, or by a sign with the words "Concrete Washout" in close proximity of the concrete washout area so it is clearly visible to site personnel.

### **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 to liner or structure to maintain functionality.

Maintain prefabricated concrete washout systems per manufacturer's recommendations. Inspect concrete washout structures for damage to linings or structure and repair or replace as necessary.

Remove the concrete washout structures and sign upon project completion. Grade the area to match the existing topography and permanently seed and mulch area. Dispose of prefabricated concrete washout structures according to state or local waste regulations.

### **Measurement and Payment**

*Concrete Washout Structure* will be measured and paid per each enclosure installed in accordance with the details in the plans. If alternate plans or details are approved, those structures will also be paid for per each approved and installed structure. Such price and payment will be full compensation for all work including, but not limited to, furnishing all materials, labor, equipment, signage, slurry solidification and incidentals necessary to construct, maintain and remove *Concrete Washout Structure* and dispose of residual concrete washout wastewater and concrete solids.

*Prefabricated Concrete Washout* will be measured and paid per each system installed in accordance with the manufacturer's recommendations. Such price and payment will be full compensation for all work including, but not limited to, furnishing all materials, labor, equipment, signage, slurry solidification and incidentals necessary to install, maintain and remove *Prefabricated Concrete Washout*, and dispose of residual concrete washout wastewater and concrete solids.

*Temporary Silt Fence* will be measured and paid for in accordance with Article 1605-5 of the *Standard Specifications*.

*Safety Fence* shall be measured and paid for as provided elsewhere in this contract.

No measurement will be made for over excavation or stockpiling or other items necessary to complete this work.

Payment will be made under:

<b>Pay Item</b>	<b>Pay Unit</b>
Concrete Washout Structure	Each
Prefabricated Concrete Washout	Each

**CONSTRUCTION MATERIALS MANAGEMENT**

(3-19-19) (rev. 04-27-20)

**Description**

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

**Polyacrylamides (PAMS) and Flocculants**

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

[https://files.nc.gov/ncdeq/Water+Quality/Environmental+Sciences/ATU/PAM8\\_30\\_18.pdf](https://files.nc.gov/ncdeq/Water+Quality/Environmental+Sciences/ATU/PAM8_30_18.pdf)

**Equipment Fluids**

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

**Waste Materials**

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

**Herbicide, Pesticide, and Rodenticides**

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

### **Concrete Materials**

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

### **Earthen Material Stock Piles**

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

### **Measurement and Payment**

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

### **IMPERVIOUS DIKE:**

(9-9-11)(Rev. 11-15-22)

### **Description**

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

### **Materials**

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

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

### **Construction Methods**

Where impervious dikes are shown on the plans and used to dewater or lower the water elevation, construct in accordance with Article 410-4 and 410-5.

### **Measurement and Payment**

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

Payment will be made under:

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

### **MINIMIZE REMOVAL OF VEGETATION:**

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

### **STABILIZATION REQUIREMENTS:**

(4-30-2019)(Rev. 1-21-2025)

Stabilization for this project shall comply with the time frame guidelines as specified by the NCG-010000 general construction permit issued by the North Carolina Department of Environmental Quality Division of Energy, Mineral, and Land Resources. Temporary or permanent ground cover stabilization shall occur within the following time frames from the last land-disturbing activity:

- Stabilize perimeter dikes, swales, ditches, and perimeter slopes within 7 calendar days.
- Stabilize high quality water (HQW) zones within 7 calendar days.
- Stabilize slopes steeper than 3:1 within 7 calendar days.
  - If slopes are 10 feet or less in length and are not steeper than 2:1, 14 calendar days are allowed.
- Stabilize slopes 3:1 to 4:1 within 14 calendar days.
  - 7 calendar days for slopes greater than 50 feet in length and with slopes steeper than 4:1.
  - 7 calendar days for perimeter dikes, swales, ditches, perimeter slopes, and HQW Zones.
- Stabilize areas with slopes flatter than 4:1 within 14 calendar days.

- 7 calendar days for perimeter dikes, swales, ditches, perimeter slopes, and HQW Zones.

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	Kalahari	Serengeti
2 <sup>nd</sup> Millennium	Essential	Kitty Hawk 2000	Shelby
3 <sup>rd</sup> Millennium	Evergreen 2	Legitimate	Shenandoah III
Avenger	Faith	Lexington	Shenandoah Elite
Bar Fa	Falcon IV	LifeGuard	Sheridan
Barlexas	Falson NG	LSD	Sidewinder
Barlexas II	Falcon V	Magellan	Signia
Barrera	Fat Cat	Masterpiece	Silver Hawk

Barrington	Fesnova	Millennium SRP	Skyline
Barrobusto	Fidelity	Monet	Solara
Barvado	Finelawn Elite	Mustang 4	Southern Choice II
Biltmore	Finelawn Xpress	Naturally Green	Speedway
Bingo	Finesse II	Ninja 2	Spyder LS
Bizem	Firebird	Ol' Glory	Sunset Gold
Black Tail	Firecracker LS	Padre	Taccoa
Blackwatch	Firenza	Patagonia	Tahoe II
Blade Runner II	Five Point	Pedigree	Talladega
Bonsai	Focus	Picasso	Tanzania
Braveheart	Forte	Piedmont	Temple
Bravo	Garrison	Plantation	Terrano
Bullseye	Gazelle II	Proseeds 5301	Thor
Cannavaro	GLX Aced	Prospect	Thunderstruck
Catalyst	Gold Medallion	Quest	Titanium LS
Cayenne	Grande 3	RainDance	Titan LTD
Cezanne RZ	Greenbrooks	Raptor II	Tracer
Chipper	Greenkeeper	Rebel IV	Traverse SRP
Cochise IV	Gremlin	Rebel Exeda	Trio
Constitution	Greystone	Rebel Sentry	Tulsa Time
Corgi	Guardian 21	Regenerate	Turbo
Corona	Guardian 41	Regiment II	Turbo RZ
Coyote	Hemi	Rembrandt	Tuxedo
Cumberland	Honky Tonk	Rendition	Ultimate
Darlington	Hot Rod	Reunion	Umbrella
DaVinci	Hunter	Rhambler 2 SRP	Van Gogh
Desire	Inferno	Riverside	Venture
Diablo	Integrity	RNP	Watchdog
Dominion	Jaguar 3	Rocket	Wolfpack II
Dynamic	Jamboree	Saltillo	Xtremegreen
Dynasty	Justice	Scorpion	

## Approved Kentucky Bluegrass Cultivars:

4-Season	Blue Coat	Granite	Prosperity
Alexa II	Blue Note	Hampton	Quantum Leap
America	Blue Velvet	Harmonie	Rambo
Apollo	Boomerang	Impact	Rhapsody
Aramintha	Cabernet	Jackrabbit	Rhythm
Arcadia	Champagne	Jefferson	Royce
Aries	Champlain	Juliet	Rubicon
Armada	Chicago II	Keeneland	Rugby II
Arrow	Corsair	Langara	Rush
Arrowhead	Courtyard	Legend	Shariz
Aura	Dauntless	Liberator	Showcase
Avid	Delight	Lunar	Skye
Award	Diva	Madison	Solar Eclipse

Awesome	Dynamo	Mazama	Sonoma
Bandera	Eagleton	Mercury	Sorbonne
Barduke	Emblem	Merlot	Starburst
Barnique	Empire	Midnight	Sudden Impact
Baron	Envicta	Midnight II	Thermal Blue
Baroness	Everest	Moon Shadow	Total Eclipse
Barrister	Everglade	Mystere	Touche
Barvette HGT	Excursion	Nu Destiny	Tsunami
Bedazzled	Freedom II	NuChicago	Valor
Belissimo	Freedom III	NuGlade	Washington
Bewitched	Front Page	Oasis	Zedor
Beyond	Futurity	Odyssey	Zinfandel
Blackjack	Gaelic	Perfection	
Bluebank	Ginney II	Pinot	
Blueberry	Gladstone	Princeton 105	

Approved Hard Fescue Cultivars:

Aurora Gold	Firefly	Nordic	Rhino
Azay Blue	Gladiator	Oxford	Scaldis II
Beacon	Granite	Predator	Spartan II
Berkshire	Heron	Quatro	Stonehenge
Beudin	Jetty	Reliant II	Sword
Blueray	Minimus	Reliant IV	Warwick
Chariot	Miser	Rescue 911	
Eureka II	Nancock	Resolute	

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.

**TEMPORARY SEEDING:**

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

**FERTILIZER TOPDRESSING:**

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

**SUPPLEMENTAL SEEDING:**

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

**MOWING:**

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

**Native Grass Seeding and Mulching****(West)**

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

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

**August 1 - June 1**

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

**May 1 – September 1**

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

Approved Creeping Red Fescue Cultivars:

Aberdeen

Boreal

Epic

Cindy Lou

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

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

**Measurement and Payment**

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

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

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

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

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

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

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

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

**(B) Boundary Flagging**

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

**Construction Methods**

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

**(A) Safety Fencing**

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

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

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

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

(B) Boundary Flagging

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

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

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

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

**Measurement and Payment**

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

Payment will be made under:

**Pay Item**

Safety Fence

**Pay Unit**

Linear Foot

**WASTE AND BORROW SOURCES:**

(2-16-11) (Rev. 3-17-22)

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

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

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

<https://connect.ncdot.gov/resources/roadside/FieldOperationsDocuments/Contract%20Reclamation%20Procedures.pdf>

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

**STREAMBANK REFORESTATION:**

**Description**

*Streambank Reforestation* will be planted in areas designated on the plans and as directed. See the Streambank Reforestation Detail Sheets.

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

**Materials**

**Item**

Coir Fiber Mat

**Section**

1060-14

Live Stakes:

*Type I Streambank Reforestation* shall be live stakes, planted along both streambanks. Live stakes shall be ½" - 2" in diameter. Stakes shall also be 2 ft. - 3 ft. in length.

Live staking plant material shall consist of a random mix made up of 50% Black Willow (*Salix nigra*) and 50% Silky Dogwood (*Cornus amomum*). Other species may be substituted upon

approval of the Engineer. All plant material shall be harvested locally (within the same physiographic ecoregion and plant hardiness zone) or purchased from a local nursery, with the approval of the Engineer. All live stakes shall be dormant at time of acquisition and planting.

Staples, stakes, or reinforcement bars shall be used as anchors and shall meet the following requirements:

Wooden Stakes:

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

Steel Reinforcement Bars:

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

Staples:

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

Bare Root Seedlings:

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

### **Construction Methods**

Coir fiber matting shall be installed on the streambanks where live staking is to be planted as shown on the Streambank Reforestation Detail Sheets and in locations as directed. Work includes providing all materials, excavating and backfilling, and placing and securing coir fiber mat.

Provide a smooth soil surface free from stones, clods, or debris that will prevent the contact of the matting with the soil. Place the matting immediately upon final grading and permanent seeding. Take care to preserve the required line, grade, and cross section of the area covered.

Unroll the matting and apply without stretching such that it will lie smoothly but loosely on the soil surface. Bury the top slope end of each piece of matting in a narrow trench at least 6" deep and tamp firmly. Where one roll of matting ends and a second roll begins, overlap the end of the upper roll over the buried end of the second roll so there is a 6" overlap. Construct check trenches at least 12" deep every 50 ft. longitudinally along the edges of the matting, or as directed. Fold over and bury matting to the full depth of the trench, close and tamp firmly. Overlap matting at least 6" where 2 or more widths of matting are installed side by side.

Wooden stakes, reinforcement bars, or staples may be used as anchors in accordance with the Streambank Reforestation Detail Sheets and as directed. Place anchors across the matting at ends, junctions, and check trenches approximately 1 ft. apart. Place anchors down the center of each strip of matting 3 ft. apart. Place anchors along all lapped edges 1 ft. apart. Refer to the Streambank Reforestation Detail Sheets for anchoring pattern. The Engineer may require adjustments in the trenching or anchoring requirements to fit individual site conditions.

During preparation of the live stakes, the basal ends shall be cleanly cut at an angle to facilitate easy insertion into the soil, while the tops shall be cut square or blunt for tamping. All limbs shall be removed from the sides of the live cutting prior to installation.

Live stakes shall be installed within 48 hours of cutting. Outside storage locations should be continually shaded and protected from wind and direct sunlight. Live cut plant material shall remain moist at all times before planting.

Stakes shall be spaced approximately 4 ft. on center. Live stakes shall be installed according to the configuration presented on the Streambank Reforestation Detail Sheets.

Tamp live stakes perpendicularly into the finished bank slope with a dead blow hammer, with buds oriented in an upward direction. Stakes should be tamped until approximately  $\frac{3}{4}$  of the stake length is within the ground. The area around each live stake shall be compacted by foot after the live stake has been installed.

1"- 2" shall be cut cleanly off of the top of each live stake with loppers at an angle of approximately 15 degrees following installation. Any stakes that are split or damaged during installation shall be removed and replaced.

The bare root seedlings shall be planted as soon as practical following permanent *Seeding and Mulching*. The seedlings shall be planted from top of bank out, along both sides of the stream, as designated on the plans.

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

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

Seasonal Limitations: Streambank reforestation shall be planted from November 15 through March 15.

## Measurement and Payment

*Streambank Reforestation* will be measured and paid for as the actual number of acres of land measured along the surface of the ground, which has been acceptably planted in accordance with this section.

Payment will be made under:

<b>Pay Item</b>	<b>Pay Unit</b>
Streambank Reforestation	Acre

## REFORESTATION:

### Description

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

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

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

### Materials

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

### Construction Methods

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

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

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

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

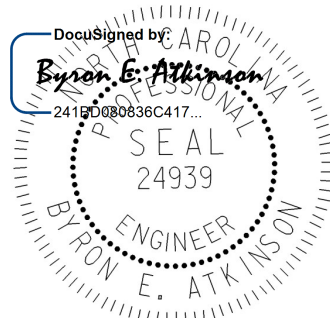
**Measurement and Payment**

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

**Project Special Provisions  
Structure**

**Table of Contents**

			<b>Page #</b>
Falsework and Formwork	(11-30-23)	.....	ST-2
Submittal of Working Drawings	(1-31-25)	.....	ST-9
Crane Safety	(6-20-19)	.....	ST-15
Grout for Structures	(12-1-17)	.....	ST-16
Asbestos Assessment	(11-30-23)	.....	ST-16
Thermal Sprayed Coatings (Metallization)	(12-1-17)	.....	ST-19



5/8/2025

**PROJECT SPECIAL PROVISIONS**  
**STRUCTURE**

**FALSEWORK AND FORMWORK****(11-30-23)****GENERAL**

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.

**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.

**DESIGN REQUIREMENTS****(A) Working Drawings**

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

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

When concrete placement is involved, include data such as the drawings of proposed sequence, rate of placement, direction of placement, and location of all construction joints.

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

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

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

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

Overhang width is measured from the centerline of the girder to the edge of the deck slab. For Type II, III & IV prestressed concrete girders (PCG), 45-degree cast-in-place half hangers and rods must have a minimum safe working load of 6,000 lbs.

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

For link slabs, the top of girders directly beneath the link slab shall be free of overhang falsework attachments or other hardware. Submit calculations and working drawings for overhang falsework in the link slab region.

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

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

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

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

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

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

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

#### (1) Wind Loads

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

**Table 2.2 - Wind Pressure Values**

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

(2) Time of Removal

The following requirements replace those of Article 3.4.8.2.

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

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

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.

**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.

**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.

**MEASUREMENT AND PAYMENT**

Unless otherwise specified, *Falsework and Formwork* will not be directly measured.

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

**SUBMITTAL OF WORKING DRAWINGS****(1-31-25)****GENERAL**

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

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

To facilitate in-plant inspection by NCDOT and approval of working drawings, provide the name, address and telephone number of the facility where fabrication will actually be done if different than shown on the title block of the submitted working drawings. This includes, but is not limited to, precast concrete items, prestressed concrete items and fabricated steel or aluminum items.

**ADDRESSES AND CONTACTS**

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

Via Email: [SMU-wdr@ncdot.gov](mailto:SMU-wdr@ncdot.gov) (do not cc SMU Working Drawings staff)

Via US mail:

Mr. D. N. Snoke, P. E.  
State Structures Engineer  
North Carolina Department  
of Transportation  
Structures Management Unit  
1581 Mail Service Center  
Raleigh, NC 27699-1581

Attention: Mr. J. L. Bolden, P. E.

Via other delivery service:

Mr. D. N. Snoke, P. E.  
State Structures Engineer  
North Carolina Department  
of Transportation  
Structures Management Unit  
1000 Birch Ridge Drive  
Raleigh, NC 27610

Attention: Mr. J. L. Bolden, P. E.

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

For projects in Divisions 1-7 (Eastern Regional Office):

Via Email: [EastGeotechnicalSubmittal@ncdot.gov](mailto:EastGeotechnicalSubmittal@ncdot.gov)

Via US mail:

Mr. Thomas Santee, P. E.  
Assistant State Geotechnical  
Engineer – Eastern Region  
North Carolina Department  
of Transportation  
Geotechnical Engineering Unit  
Eastern Regional Office  
1570 Mail Service Center  
Raleigh, NC 27699-1570

Via other delivery service:

Mr. Thomas Santee, P. E.  
Assistant State Geotechnical  
Engineer – Eastern Region  
North Carolina Department  
of Transportation  
Geotechnical Engineering Unit  
Eastern Regional Office  
3301 Jones Sausage Road, Suite 100  
Garner, NC 27529

For projects in Divisions 8-14 (Western Regional Office):

Via Email: [WestGeotechnicalSubmittal@ncdot.gov](mailto:WestGeotechnicalSubmittal@ncdot.gov)

Via US mail or other delivery service:

Mr. Eric Williams, P. E.  
Assistant State Geotechnical  
Engineer – Western Region  
North Carolina Department  
of Transportation  
Geotechnical Engineering Unit  
Western Regional Office  
5253 Z Max Boulevard  
Harrisburg, NC 28075

The status of the review of structure-related submittals sent to the Structures Management Unit can be viewed from the Unit's website, via the "[Drawing Submittal Status](#)" link.

The status of the review of geotechnical-related submittals sent to the Geotechnical Engineering Unit can be viewed from the Unit's website, via the "[Geotechnical Construction Submittals](#)" link.

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

Primary Structures Contact: James Bolden (919) 707 – 6408  
[jlbolden@ncdot.gov](mailto:jlbolden@ncdot.gov)

Secondary Structures Contacts: Madonna Rorie (919) 707 – 6508  
[mlrorie@ncdot.gov](mailto:mlrorie@ncdot.gov)

Eastern Regional Geotechnical Contact (Divisions 1-7):  
Thomas Santee (984) 920-8901

[EastGeotechnicalSubmittal@ncdot.gov](mailto:EastGeotechnicalSubmittal@ncdot.gov)

Western Regional Geotechnical Contact (Divisions 8-14):

Eric Williams (980)258-6400

[WestGeotechnicalSubmittal@ncdot.gov](mailto:WestGeotechnicalSubmittal@ncdot.gov)

### SUBMITTAL COPIES

Furnish one complete copy of each submittal, including all attachments, to the Engineer. At the same time, submit a copy of the same complete submittal directly to the Structures Management Unit and/or the Geotechnical Engineering Unit as specified in the tables below.

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

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

### STRUCTURE SUBMITTALS

<b>Submittal</b>	<b>Submittal Required by Structures Management Unit?</b>	<b>Submittal Required by Geotechnical Engineering Unit?</b>	<b>Contract Reference Requiring Submittal <sup>1</sup></b>
Arch Culvert Falsework	Y	N	Plan Note, SN Sheet & “Falsework and Formwork”
Box Culvert Falsework <sup>7</sup>	Y	N	Plan Note, SN Sheet & “Falsework and Formwork”
Cofferdams	Y	Y	Article 410-4
Foam Joint Seals <sup>6</sup>	Y	N	“Foam Joint Seals”
Expansion Joint Seals (hold down plate type with base angle)	Y	N	“Expansion Joint Seals”
Expansion Joint Seals (modular)	Y	N	“Modular Expansion Joint Seals”
Expansion Joint Seals (strip seals)			“Strip Seal Expansion Joints”

	Y	N	
Falsework & Forms <sup>2</sup> (substructure)	Y	N	Article 420-3 & “Falsework and Formwork”
Falsework & Forms (superstructure)	Y	N	Article 420-3 & “Falsework and Formwork”
Girder Erection over Railroad	Y	N	Railroad Provisions
Maintenance and Protection of Traffic Beneath Proposed Structure	Y	N	“Maintenance and Protection of Traffic Beneath Proposed Structure at Station ____”
Metal Bridge Railing	Y	N	Plan Note
Metal Stay-in-Place Forms	Y	N	Article 420-3
Metalwork for Elastomeric Bearings <sup>4,5</sup>	Y	N	Article 1072-8
Miscellaneous Metalwork <sup>4,5</sup>	Y	N	Article 1072-8
Disc Bearings <sup>4</sup>	Y	N	“Disc Bearings”
Overhead and Digital Message Signs (DMS) (metalwork and foundations)	Y	N	Applicable Provisions
Placement of Equipment on Structures (cranes, etc.)	Y	N	Article 420-20
Prestressed Concrete Box Beam (detensioning sequences) <sup>3</sup>	Y	N	Article 1078-11
Precast Concrete Box Culverts	Y	N	“Optional Precast Reinforced Concrete Box Culvert at Station ____”
Prestressed Concrete Cored Slab (detensioning sequences) <sup>3</sup>	Y	N	Article 1078-11
Prestressed Concrete Deck Panels	Y	N	Article 420-3
Prestressed Concrete Girder (strand elongation and detensioning sequences)	Y	N	Articles 1078-8 and 1078-11
Removal of Existing Structure over Railroad	Y	N	Railroad Provisions
Revised Bridge Deck Plans	Y	N	Article 420-3

(adaptation to prestressed deck panels)			
Revised Bridge Deck Plans (adaptation to modular expansion joint seals)	Y	N	“Modular Expansion Joint Seals”
Sound Barrier Wall (precast items)	Y	N	Article 1077-2 & “Sound Barrier Wall”
Sound Barrier Wall Steel Fabrication Plans <sup>5</sup>	Y	N	Article 1072-8 & “Sound Barrier Wall”
Structural Steel <sup>4</sup>	Y	N	Article 1072-8
Temporary Detour Structures	Y	Y	Article 400-3 & “Construction, Maintenance and Removal of Temporary Structure at Station _____”
TFE Expansion Bearings <sup>4</sup>	Y	N	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.
- Submittals are necessary only when the top slab thickness is 18” or greater.

**GEOTECHNICAL SUBMITTALS**

<b>Submittal</b>	<b>Submittals Required by Geotechnical Engineering Unit</b>	<b>Submittals Required by Structures Management Unit</b>	<b>Contract Reference Requiring Submittal <sup>1</sup></b>
Drilled Pier Construction Plans <sup>2</sup>	Y	N	Subarticle 411-3(A)
Crosshole Sonic Logging (CSL) Reports <sup>2</sup>	Y	N	Subarticle 411-5(A)(2)
Pile Driving Equipment Data Forms <sup>2,3</sup>	Y	N	Subarticle 450-3(D)(2)
Pile Driving Analyzer (PDA) Reports <sup>2</sup>	Y	N	Subarticle 450-3(F)(3)
Retaining Walls <sup>4</sup>	Y; drawings and calculations	Y; drawings	Applicable Provisions
Temporary Shoring <sup>4</sup>	Y; drawings and calculations	Y; drawings	“Temporary Shoring” & “Temporary Soil Nail Walls”

**FOOTNOTES**

- References are provided to help locate the part of the contract where the submittals are required. References in quotes refer to the provision by that name. Subarticles refer to the *Standard Specifications*.
- Submit one hard copy of submittal to the Engineer. Submit a second copy of submittal electronically (PDF via email), US mail or other delivery service to the appropriate Geotechnical Engineering Unit regional office. Electronic submission is preferred.
- The Pile Driving Equipment Data Form is available from:  
<https://connect.ncdot.gov/projects/construction/ConstManRefDocs/PILE%20DRIVING%20EQUIPMENT%20DATA%20FORM.pdf>  
See second page of form for submittal instructions.
- Electronic copy of submittal is required. See referenced provision.

**CRANE SAFETY****(6-20-19)****GENERAL**

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

Submit all items listed below to the Engineer prior to beginning crane operations. Changes in personnel or equipment must be reported to the Engineer and all applicable items listed below must be updated and submitted prior to continuing with crane operations.

**CRANE SAFETY SUBMITTAL LIST**

- (A) Competent Person:** Provide the name and qualifications of the “Competent Person” responsible for crane safety and lifting operations. The named competent person will have the responsibility and authority to stop any work activity due to safety concerns.
- (B) Riggers:** Provide the qualifications and experience of the persons responsible for rigging operations. Qualifications and experience should include, but not be limited to, weight calculations, center of gravity determinations, selection and inspection of sling and rigging equipment, and safe rigging practices.
- (C) Crane Inspections:** Inspection records for all cranes shall be current and readily accessible for review upon request.
- (D) Certifications:** Crane operators shall be certified by the National Commission for the Certification of Crane Operators (NCCCO) or the National Center for Construction Education and Research (NCCER). Other approved nationally accredited programs will be considered upon request. In addition, crane operators shall have a current CDL medical card. Submit a list of crane operator(s) and include current certification for each type of crane operated (small hydraulic, large hydraulic, small lattice, large lattice) and medical evaluations for each operator.

**MEASUREMENT AND PAYMENT**

No direct payment will be made for *Crane Safety*. All costs shall be considered incidental to items for which direct payment is made.

**GROUT FOR STRUCTURES****(12-1-17)****GENERAL**

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

**MATERIAL REQUIREMENT**

Unless otherwise noted on the plans, use a Type 3 Grout in accordance with Section 1003 of the *Standard Specifications*.

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

Construction loading and traffic loading shall not be allowed until the 3-day compressive strength is achieved.

**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.

**MEASUREMENT AND 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****(11-30-23)****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

#### **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.

#### **DEMOLITION NOTIFICATION**

Even if no ACM is found (or if quantities are less than those required for a permit), a Demolition Notification (DHHS-3768) must be submitted to the HHCU. Notifications and Asbestos Permit applications require an original signature and must be submitted to the HHCU 10 working days prior to beginning demolition activities. The 10 working day period starts based on the post-marked date or date of hand delivery. Demolition that does not begin as originally notified requires submission of a separate revision form HHCU 3768-R to HHCU. Reference the North Carolina Administrative Code, Chapter 10A, Subchapter 41C, Article .0605 for directives on revision submissions.

##### Contact Information

Health Hazards Control Unit (HHCU)  
N.C. Department of Health and Human Services  
1912 Mail Service Center  
Raleigh, NC 27699-1912  
Telephone: (919) 707-5950  
Fax: (919) 870-4808

#### **SPECIAL CONSIDERATIONS**

Buncombe, Forsyth, and Mecklenburg counties also have asbestos permitting and NESHAP requirements must be followed. For projects involving permitted RACM removals, both the applicable county and the state (HHCU) must be notified.

For demolitions with no RACM, only the local environmental agencies must be notified. Contact information is as follows:

Buncombe County

WNC Regional Air Pollution Control Agency  
49 Mt. Carmel Road  
Asheville, NC 28806  
(828) 250-6777

Forsyth County

Environmental Affairs Department  
537 N. Spruce Street  
Winston-Salem, NC 27101  
(336) 703-2440

Mecklenburg County

Land Use and Environmental Services Agency  
Mecklenburg Air Quality  
700 N. Tryon Street  
Charlotte, NC 28202  
(704) 336-5430

**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:

<https://epi.dph.ncdhhs.gov/asbestos/ahmp.html>

**MEASUREMENT AND PAYMENT**

*Asbestos Assessment* Payment will be paid at the lump sum contract unit price and will be full compensation for all asbestos inspections, reports, permitting and notifications. Payment will be made under:

**Pay Item**

Asbestos Assessment

**Pay Unit**

Lump Sum

**THERMAL SPRAYED COATINGS (METALLIZATION)****(12-1-2017)****DESCRIPTION**

Apply a thermal sprayed coating (TSC) and sealer to metal surfaces in accordance with the *Thermal Sprayed Coatings (Metallization) Program* and as specified herein when called for on the plans or by other Special Provisions. Use only Arc Sprayed application methods to apply TSC. The Engineer must approve other methods of application.

The *Thermal Sprayed Coatings (Metallization) Program* is available on the Materials and Tests Unit website.

**QUALIFICATIONS**

Only use NCDOT approved TSC Contractors meeting the requirements outlined in the *Thermal Sprayed Coatings (Metallization) Program*.

**MATERIALS**

Use only materials meeting the requirements of Section 7 of the *Thermal Sprayed Coatings (Metallization) Program*.

**SURFACE PREPARATION AND TSC APPLICATION**

Surface preparation of TSC surfaces shall meet the requirements of Section 8 of the *Thermal Sprayed Coatings (Metallization) Program*. Apply TSC with the alloy to the thickness specified on the plans or as required by *Thermal Sprayed Coatings (Metallization) Program*.

**INSPECTION AND TESTING**

The TSC Contractor must conduct inspections and tests listed in the *Thermal Sprayed Coatings (Metallization) Program*.

**REPAIRS**

Perform all shop repairs in accordance with the procedures outlined in the *Thermal Sprayed Coatings (Metallization) Program*.

Repairs associated with field welding shall be made by removing the existing metallizing by blast or power tool cleaning. Affected areas shall be addressed as follows:

- (A) For Marine Environments, incorporate a minimum surface preparation in accordance with SSPC SP-11 (Power Tool Cleaning to Bare Metal) and require an approved epoxy mastic coating applied in accordance with the manufacturer's recommendation. Apply a minimum of two (2) coats at a rate of 5-7 (WFT) per coat to the affected area.
- (B) For Non-Marine Environments, incorporate a minimum surface preparation in accordance with SSPC SP-11 (Power Tool Cleaning to Bare Metal) and require an approved organic

zinc-rich coating applied in accordance with the manufacturer's recommendation. Apply a minimum of two (2) coats at a rate of 5-7 (WFT) per coat to the affected area.

- (1) Minor localized areas less than or equal to 0.1 ft<sup>2</sup> with exposed substrate shall be repaired as outlined above for marine and non-marine environments.
- (2) Large localized areas greater than 0.1 ft<sup>2</sup> with exposed substrate shall require the Contractor to submit a detailed repair procedure to the Engineer for review and approval.
- (3) Repair methods for areas where the substrate has not been exposed shall be mutually agreed upon between the Contractor and TSC Contractor as approved by the Engineer.

#### **TWELVE MONTH OBSERVATION PERIOD**

All TSC materials applied under the *Thermal Sprayed Coatings (Metallization) Program* shall be evaluated twelve (12) months after project acceptance for defective materials and workmanship.

#### **MEASUREMENT AND PAYMENT**

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

**PROJECT SPECIAL PROVISION**

(10-18-95) (Rev. 10-15-24)

Z-1

**PERMITS**

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

<b><u>PERMIT</u></b>	<b><u>AUTHORITY GRANTING THE PERMIT</u></b>
Dredge and Fill and/or Work in Navigable Waters (404)	U. S. Army Corps of Engineers
Water Quality (401)	Division of Water Resources, DEQ State of North Carolina

The Contractor shall comply with all applicable permit conditions during construction of this project.

Agents of the permitting authority will periodically inspect the project for adherence to the permits.

The Contractor's attention is also directed to Articles 107-10 and 107-13 of the *Standard Specifications* and the following:

Should the Contractor propose to utilize construction methods (such as temporary structures or fill in waters and/or wetlands for haul roads, work platforms, cofferdams, etc.) not specifically identified in the permit (individual, general, or nationwide) authorizing the project it shall be the Contractor's responsibility to coordinate with the Engineer to determine what, if any, additional permit action is required. The Contractor shall also be responsible for initiating the request for the authorization of such construction method by the permitting agency. The request shall be submitted through the Engineer. The Contractor shall not utilize the construction method until it is approved by the permitting agency. The request normally takes approximately 60 days to process; however, no extensions of time or additional compensation will be granted for delays resulting from the Contractor's request for approval of construction methods not specifically identified in the permit.

**Where construction moratoriums are contained in a permit condition which restricts the Contractor's activities to certain times of the year, those moratoriums will apply only to the portions of the work taking place in the restricted waters, wetlands or buffer zones, provided that activities outside those areas is done in such a manner as to not affect the restricted waters, wetlands or buffer zones.**

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

Action Id. SAW-2019-00862 County: Polk County U.S.G.S. Quad: Pea Ridge

**GENERAL PERMIT (REGIONAL AND NATIONWIDE) VERIFICATION**

Permittee: North Carolina Department of Transportation  
Address: Mr. Patrick Breedlove  
253 Webster Rd  
Sylva NC, 28779

Nearest Town: Mill Spring  
Nearest Waterway: South Branch Little White Oak Creek River Basin: Santee  
USGS HUC: 03050105 Coordinates: Latitude: 35.2860019491279  
Longitude: -82.1215083219074

Location description: The Polk County Br 29 replacement Project is located on NC 9, approximately 0.5 miles northwest of the intersection of NC 9 with US 74 near Mill Spring, Polk County, North Carolina.

Description of projects area and activity: This permit verification authorizes the replacement of a functionally obsolete bridge with a two span (1 @ 30', 1 @ 55') 36' prestressed girder bridge with spill through abutments and 4' caps. Traffic will be detoured onsite utilizing temporary detour pipe (2 @ 84' x 48' CMP) installation. Impacts include the construction of an interior bent in South Branch Little White Oak Creek and temporary impact to 188 lf of stream channel due to dual pipes used for the onsite detour and temporary dewatering.

A permit verification was issued for this project on July 18, 2019. Per a letter dated October 12, 2022 the activity has not been completed and will not be completed prior to the expiration date and as such, NCDOT requested re-authorization for this project under NWP-3. As such, this permit verification hereby replaces the verification issued on July 18, 2019.

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

Authorization: Regional General Permit Number and/or Nationwide Permit Number: NWP 3 Maintenance  
SEE ATTACHED RGP or NWP GENERAL, REGIONAL AND/OR SPECIAL CONDITIONS

Special Conditions

- 1) In order to compensate for impacts associated with this permit, mitigation shall be provided in accordance with the provisions outlined on the most recent version of the attached Compensatory Mitigation Responsibility Transfer Form. The requirements of this form, including any special conditions listed on this form, are hereby incorporated as special conditions of this permit authorization.
- 2) In order to off-set temporary impacts to the Little White Oak Mitigation Project, NCDOT will conduct the work in accordance with the enclosed "Proposal by NCDOT Division 14 to Impact Little White Oak Mitigation Project." NCDOT will additionally replant the disturbed buffer and perform visual vegetation monitoring ensure vegetation survival and vigor for a period of three years post construction.
- 3) Endangered Species: In order to avoid and minimize effects to bats DOT will comply with the following measures:
  - a. NCDOT will remove trees between October 15 and April 1 of any given year.
  - b. NCDOT will not perform night work and will not install permanent or temporary lighting.
  - c. NCDOT will perform day roost surveys once prior to any percussive or bridge demolition activities required for the project and again prior to demolition of the culvert detour if it takes place more than 60 days after the first survey during the bat active season (April 1 to October 15). If federally listed or proposed bats are found day roosting, the U.S. Fish and Wildlife Service (Service) will be contacted for further discussion.

Your work is authorized by the above referenced permit provided it is accomplished in strict accordance with the attached conditions and your submitted applications dated 5/22/2019 and letter requesting reissuance dated 10/2/2022 and the ensuing

**file. Any violation of the attached conditions or deviation from your submitted plans may subject the permittee to a stop work order, a restoration order, a Class I administrative penalty, and/or appropriate legal action.**

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

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

For activities occurring within the twenty coastal counties subject to regulation under the Coastal Area Management Act (CAMA), prior to beginning work you must contact the N.C. Division of Coastal Management in Morehead City, NC, at (252) 808-2808.

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

If there are any questions regarding this verification, any of the conditions of the Permit, or the Corps of Engineers regulatory program, please contact Crystal Amschler at (828) 271-7980 X 4231 or Crystal.C.Amschler@usace.army.mil.

*Monte  
Matthews*

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Corps Regulatory Official: \_\_\_\_\_

Date: March 13, 2023

Expiration Date of Verification: March 14, 2026

Action ID Number: SAW-2019-00862 County: Polk County

Permittee: North Carolina Department of Transportation

Project Name: NCDOT/NC 9/Bridge 29/Division 14

Date Verification Issued: March 13, 2023

Project Manager: Crystal Amschler

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

US ARMY CORPS OF ENGINEERS  
WILMINGTON DISTRICT  
Attn: Crystal Amschler, Project Manager  
Asheville Regulatory Field Office  
151 Patton Avenue, Room 208  
Asheville, North Carolina 28801

Please note that your permitted activity is subject to a compliance inspection by a U. S. Army Corps of Engineers representative. Failure to comply with any terms or conditions of this authorization may result in the Corps suspending, modifying or revoking the authorization and/or issuing a Class I administrative penalty, or initiating other appropriate legal action.

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

\_\_\_\_\_  
Signature of Permittee

\_\_\_\_\_  
Date

**U.S. ARMY CORPS OF ENGINEERS**  
**Wilmington District**  
**Compensatory Mitigation Responsibility Transfer Form**

**Permittee:** NCDOT, Attn: Mr. Mr. Patrick Breedlove  
**Project Name:** The Polk County Br 29 replacement Project

**Action ID:** SAW-2019-00862  
**County:** Polk

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

**Instructions to Sponsor:** The Sponsor must verify that the mitigation requirements (credits) shown below are available at the identified site. By signing below, the Sponsor is accepting full responsibility for the identified mitigation, regardless of whether or not they have received payment from the Permittee. Once the form is signed, the Sponsor must update the bank ledger and provide a copy of the signed form and the updated bank ledger to the Permittee, the USACE Project Manager, and the Wilmington District Mitigation Office (see contact information on page 2). The Sponsor must also comply with all reporting requirements established in their authorizing instrument.

**Permitted Impacts and Compensatory Mitigation Requirements**

**Permitted Impacts Requiring Mitigation\*:** **8-digit HUC and Basin:** 03050105, Broad River Basin

Stream Impacts (linear feet)			Wetland Impacts (acres)			
Warm	Cool	Cold	Riparian Riverine	Riparian Non-Riverine	Non-Riparian	Coastal
	23					

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

**Compensatory Mitigation Requirements:** **8-digit HUC and Basin:** 03050105, Broad River Basin

Stream Mitigation (credits)			Wetland Mitigation (credits)			
Warm	Cool	Cold	Riparian Riverine	Riparian Non-Riverine	Non-Riparian	Coastal
	12					

**Mitigation Site Debited:** NC DMS

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

***Section to be completed by the Mitigation Sponsor***

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

**Mitigation Sponsor Name:** \_\_\_\_\_

**Name of Sponsor's Authorized Representative:** \_\_\_\_\_

\_\_\_\_\_  
**Signature of Sponsor's Authorized Representative**

\_\_\_\_\_  
**Date of Signature**

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

**Conditions for Transfer of Compensatory Mitigation Credit:**

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

**Comments/Additional Conditions:**

This form is not valid unless signed below by the USACE Project Manager and by the Mitigation Sponsor on Page 1. **Once signed, the Sponsor should provide copies of this form along with an updated bank ledger to: 1) the Permittee, 2) the USACE Project Manager at the address below, and 3) the Wilmington District Mitigation Office, Attn: Todd Tugwell, 3331 Heritage Trade Drive, Suite 105, Wake Forest, NC 27587 (email: [todd.tugwell@usace.army.mil](mailto:todd.tugwell@usace.army.mil)).** Questions regarding this form or any of the permit conditions may be directed to the USACE Project Manager below.

**USACE Project Manager:** Crystal Amschler  
**USACE Field Office:** Asheville Regulatory Field Office  
US Army Corps of Engineers  
151 Patton Avenue, Room 208  
Asheville, NC 28801-5006

**Email:**

**AMSCHLER.CRYSTAL.CAMILLE.1238614  
178**

Digitally signed by  
AMSCHLER.CRYSTAL.CAMILLE.1238614178  
Date: 2019.07.18 13:12:38 -04'00'

[Click here to enter a date.](#)

**USACE Project Manager Signature**

**Date of Signature**

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

Page 2 of 2

The Wilmington District is committed to providing the highest level of support to the public. To help us ensure we continue to do so, please complete the Customer Satisfaction Survey located at our website at <http://regulatory.usacesurvey.com/> to complete the survey online.

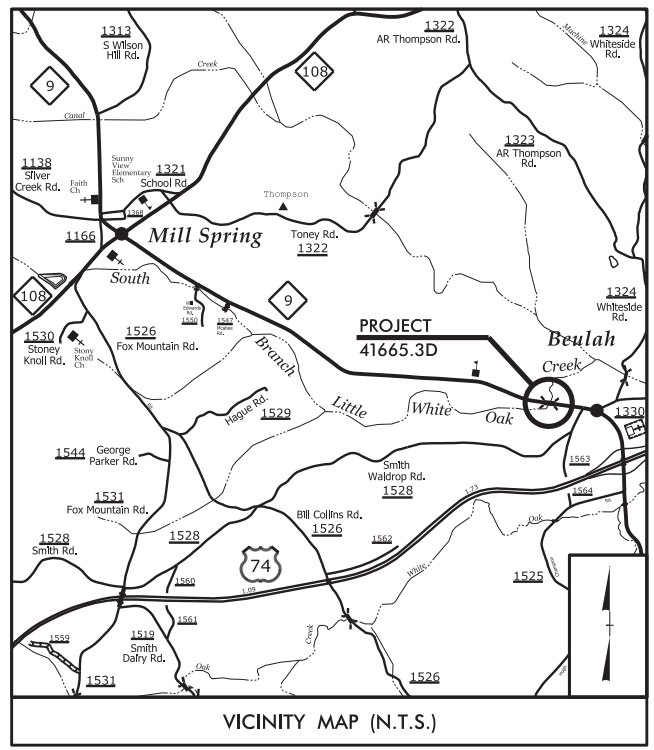
09/26/11

See Sheet 1-A For Index of Sheets  
See Sheet 1-B For Symbology

# STATE OF NORTH CAROLINA DIVISION OF HIGHWAYS **POLK COUNTY**

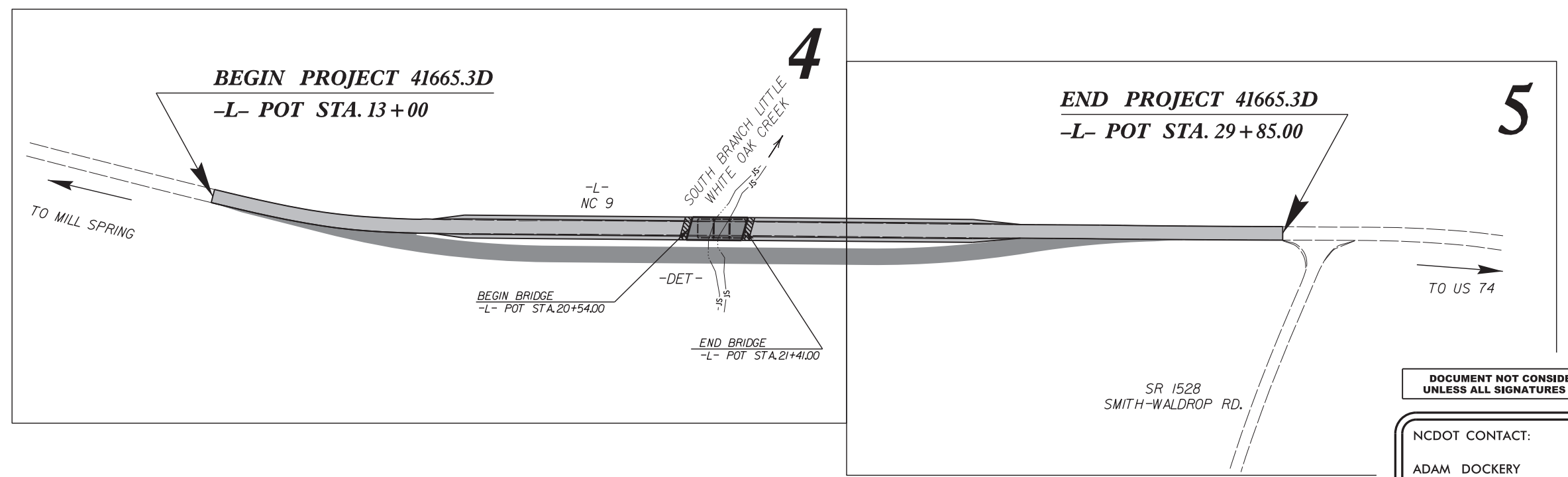
STATE	STATE PROJECT REFERENCE NO.	SHEET NO.	TOTAL SHEETS
N.C.	41665.3D	1	
STATE PROJ. NO.	F.A. PROJ. NO.	DESCRIPTION	
41665.3D		P.E.	
41665.3D		RW & UTILITIES CONST.	
41665.3D			

**PROJECT: 41665.3D**



**LOCATION: BRIDGE #29 OVER SOUTH BRANCH  
LITTLE WHITE OAK CREEK ON NC 9**

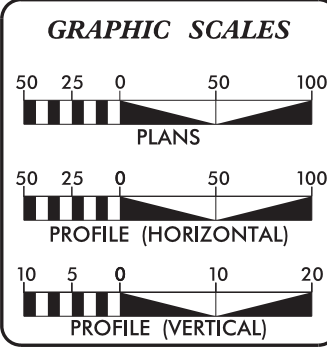
**TYPE OF WORK: GRADING, DRAINAGE, PAVING, AND STRUCTURE**



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

NCDOT CONTACT:  
ADAM DOCKERY  
DIVISION BRIDGE PROGRAM MANAGER  
(828) 488-0902

**CONTRACT: DN00403**



**DESIGN DATA**

ADT 2017 = 2,700  
T = 7 %  
V = 45 MPH

FUNCTIONAL CLASSIFICATION:  
COLLECTOR

REGIONAL TIER

**PROJECT LENGTH**

LENGTH ROADWAY PROJECT 41665.3D	=	0.303 mile
LENGTH STRUCTURES PROJECT 41665.3D	=	0.016 mile
TOTAL LENGTH PROJECT 41665.3D	=	0.319 mile

Prepared For:  
**DIVISION OF HIGHWAYS**  
Division 14, 253 Webster Road, Sylva, NC 28779

By:  
**M A Engineering Consultants, Inc.**  
598 East Chatham Street - Suite 137  
Cary, NC 27511  
Phone: 919.297.0220 Fax: 919.297.0221  
NC License: F-0160

2018 STANDARD SPECIFICATIONS

RIGHT OF WAY DATE:  
DECEMBER 2, 2013

LETTING DATE:

**HYDRAULICS ENGINEER**

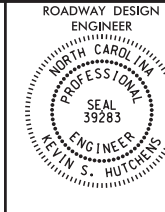

**ROADWAY DESIGN ENGINEER**

SIGNATURE: \_\_\_\_\_ P.E.

SIGNATURE: \_\_\_\_\_ P.E.



12/19/2018 R:\Roadway\Proj\polk29\_Rdy\_tsh.dgn 11:55:08 AM

PROJECT REFERENCE NO. <b>41665.3D</b>	SHEET NO. <b>1A</b>
ROADWAY DESIGN ENGINEER  SEAL 39283 ENGINEER EDWIN S. HUTCHINGS	
<b>DOCUMENT NOT CONSIDERED FINAL UNLESS ALL SIGNATURES COMPLETED</b>	
 <b>M A Engineering Consultants, Inc.</b> 598 East Chatham Street Suite 137 Cary, NC 27511 Phone: 919.297.0220 Fax: 919.297.0221	

GENERAL NOTES: 2018 SPECIFICATIONS  
EFFECTIVE: 01-16-2018  
REVISED:

2018 ROADWAY ENGLISH STANDARD DRAWINGS EFF. 01-16-2018  
REV.

**GRADING AND SURFACING OR RESURFACING AND WIDENING:**

THE GRADE LINES SHOWN DENOTE THE FINISHED ELEVATION OF THE PROPOSED SURFACING AT GRADE POINTS SHOWN ON THE TYPICAL SECTIONS. WHERE NO GRADE LINES ARE SHOWN, THE PROFILES SHOWN DENOTE THE TOP ELEVATION OF THE EXISTING PAVEMENT ALONG THE CENTER LINE OF SURVEY ON WHICH THE PROPOSED RESURFACING WILL BE PLACED. GRADE LINES MAY BE ADJUSTED BY THE ENGINEER IN ORDER TO SECURE A PROPER TIE-IN.

The following Roadway Standards as appear in "Roadway Standard Drawings" Highway Design Branch - N. C. Department of Transportation - Raleigh, N. C., Dated January, 2018 are applicable to this project and by reference hereby are considered a part of these plans:

**CLEARING:**

CLEARING ON THIS PROJECT SHALL BE PERFORMED TO THE LIMITS ESTABLISHED BY METHOD 11.

STD.NO. TITLE

- DIVISION 2 - EARTHWORK  
 200.02 Method of Clearing - Method 11  
 225.02 Guide for Grading Subgrade - Secondary and Local  
 225.04 Method of Obtaining Superlevation - Two Lane Pavement  
 275.01 Rock Plating

**SUPERELEVATION:**

ALL CURVES ON THIS PROJECT SHALL BE SUPERELEVATED IN ACCORDANCE WITH STD. NO. 225.04 USING THE RATE OF SUPERELEVATION AND RUNOFF SHOWN ON THE PLANS. SUPERELEVATION IS TO BE REVOLVED ABOUT THE GRADE POINTS SHOWN ON THE TYPICAL SECTIONS.

- DIVISION 3 - PIPE CULVERTS  
 300.01 Method of Pipe Installation  
 310.10 Driveway Pipe Construction

**SHOULDER CONSTRUCTION:**

ASPHALT, EARTH, AND CONCRETE SHOULDER CONSTRUCTION ON THE HIGH SIDE OF SUPERELEVATED CURVES SHALL BE IN ACCORDANCE WITH STD. NO. 560.01.

- DIVISION 4 - MAJOR STRUCTURES  
 422.01 Bridge Approach Fills - Type I Standard Approach Fill  
 422.03 Reinforced Bridge Approach Fills - Type A Alternate Approach Fill for Integral Abutment

**SIDE ROADS:**

THE CONTRACTOR WILL BE REQUIRED TO DO ALL NECESSARY WORK TO PROVIDE SUITABLE CONNECTIONS WITH ALL ROADS, STREETS, AND DRIVES ENTERING THIS PROJECT. THIS WORK WILL BE PAID FOR AT THE CONTRACT UNIT PRICE FOR THE PARTICULAR ITEMS INVOLVED.

- DIVISION 5 - SUBGRADE, BASES AND SHOULDERS  
 560.01 Method of Shoulder Construction - High Side of Superelevated Curve - Method 1

**GUARDRAIL:**

THE GUARDRAIL LOCATIONS SHOWN ON THE PLANS MAY BE ADJUSTED DURING CONSTRUCTION AS DIRECTED BY THE ENGINEER. THE CONTRACTOR SHOULD CONSULT WITH THE ENGINEER PRIOR TO ORDERING GUARDRAIL MATERIAL.

- DIVISION 8 - INCIDENTALS  
 840.00 Concrete Base Pad for Drainage Structures  
 840.29 Frames and Narrow Slot Flat Grates  
 840.35 Traffic Bearing Grated Drop Inlet - for Cast Iron Double Frame and Grates  
 840.46 Traffic Bearing Precast Drainage Structure  
 840.66 Drainage Structure Steps  
 846.01 Concrete Curb, Gutter and Curb & Gutter  
 846.04 Drop Inlet Installation in Shoulder Berm Gutter  
 862.01 Guardrail Placement  
 862.02 Guardrail Installation  
 862.03 Structure Anchor Units  
 866.02 Woven Wire Fence - with Wood Post  
 876.02 Guide for Rip Rap at Pipe Outlets  
 876.04 Drainage Ditches with Class 'B' Rip Rap

**TEMPORARY SHORING:**

SHORING REQUIRED FOR THE MAINTENANCE OF TRAFFIC NOT SHOWN ON THE PLANS WILL BE PAID FOR AT THE CONTRACT PRICE FOR "TEMPORARY SHORING".

**END BENTS:**

THE ENGINEER SHALL CHECK THE STRUCTURE END BENT PLANS, DETAILS, AND CROSS-SECTION PRIOR TO SETTING OF THE SLOPE STAKES FOR THE EMBANKMENT OR EXCAVATION APPROACHING A BRIDGE.

INDEX OF SHEETS

**UTILITIES:**

UTILITY OWNERS ON THIS PROJECT ARE:  
 POWER - RUTHERFORD EMC  
 TELEPHONE & CABLE - WINDSTREAM COMMUNICATIONS  
 WATER - POLK COUNTY

SHEET NUMBER	SHEET
1	TITLE SHEET
1-A	INDEX OF SHEETS, GENERAL NOTES, AND LIST OF STANDARD DRAWINGS
1-B	CONVENTIONAL SYMBOLS
1-C	SURVEY CONTROL SHEET
2A-1	PAVEMENT SCHEDULE, TYPICAL SECTIONS, AND WEDGING DETAILS
2B-1 THRU 2B-2	DETOUR PLANS SHEETS
2B-3	DETOUR PROFILE SHEET
2C-1	DETAIL OF REINFORCED SNADBAG HEADWALL
2C-2	DETAIL IN LIEU OF STD. 862.02: GUARDRAIL INSTALLATION (SHEET 6 OF 8)
2C-3	DETAIL IN LIEU OF STD. 862.03: STRUCTURE ANCHOR UNITS, TYPE III (SHEETS 1 & 2 OF 7)
3B-1	SUMMARIES OF EARTHWORK, PAVEMENT REMOVAL, AND GUARDRAIL
3D-1	SUMMARIES OF DRAINAGE
3G-1	SUMMARY OF ROCK PLATING
4 THRU 5	PLAN SHEETS
6	PROFILE SHEET
TMP-1 THRU TMP-9	TRANSPORTATION MANAGEMENT PLANS
PMP-1 THRU PMP-2	PAVEMENT MARKING PLAN
EC-1 THRU EC-9	EROSION CONTROL PLANS
UO-1 THRU UO-3	UTILITIES BY OTHERS PLANS
X-1A	CROSS-SECTION SUMMARY
X-1 THRU X-23	CROSS-SECTIONS
S-1 THRU S-28	STRUCTURE PLANS

**RIGHT-OF-WAY MARKERS:**

ALL RIGHT-OF-WAY MARKERS ON THIS PROJECT SHALL BE PLACED BY OTHERS.

# STATE OF NORTH CAROLINA, DIVISION OF HIGHWAYS CONVENTIONAL PLAN SHEET SYMBOLS

12/2/2016

### BOUNDARIES AND PROPERTY:

State Line	-----
County Line	-----
Township Line	-----
City Line	-----
Reservation Line	-----
Property Line	-----
Existing Iron Pin	○ EP
Computed Property Corner	-----
Property Monument	□ ECM
Parcel/Sequence Number	①23
Existing Fence Line	-x-x-x-
Proposed Woven Wire Fence	○
Proposed Chain Link Fence	□
Proposed Barbed Wire Fence	◇
Existing Wetland Boundary	---WLB---
Proposed Wetland Boundary	---WLB---
Existing Endangered Animal Boundary	---EAB---
Existing Endangered Plant Boundary	---EPB---
Existing Historic Property Boundary	---HPB---
Known Contamination Area: Soil	☠-S-☠
Potential Contamination Area: Soil	☠-S-☠
Known Contamination Area: Water	☠-W-☠
Potential Contamination Area: Water	☠-W-☠
Contaminated Site: Known or Potential	☠?

### BUILDINGS AND OTHER CULTURE:

Gas Pump Vent or U/G Tank Cap	○
Sign	○ S
Well	○ W
Small Mine	✕
Foundation	□
Area Outline	□
Cemetery	□
Building	□
School	□
Church	□
Dam	▬

### HYDROLOGY:

Stream or Body of Water	-----
Hydro, Pool or Reservoir	-----
Jurisdictional Stream	---JS---
Buffer Zone 1	---BZ 1---
Buffer Zone 2	---BZ 2---
Flow Arrow	←
Disappearing Stream	→
Spring	○
Wetland	▽
Proposed Lateral, Tail, Head Ditch	-----
False Sump	▽

### RAILROADS:

Standard Gauge	-----
RR Signal Milepost	○ MILEPOST 35
Switch	□ SWITCH
RR Abandoned	-----
RR Dismantled	-----

### RIGHT OF WAY & PROJECT CONTROL:

Secondary Horiz and Vert Control Point	◆
Primary Horiz Control Point	○
Primary Horiz and Vert Control Point	●
Exist Permanent Easement Pin and Cap	◇
New Permanent Easement Pin and Cap	◆
Vertical Benchmark	⊠
Existing Right of Way Marker	△
Existing Right of Way Line	-----
New Right of Way Line	-----
New Right of Way Line with Pin and Cap	-----
New Right of Way Line with Concrete or Granite R/W Marker	-----
New Control of Access Line with Concrete C/A Marker	-----
Existing Control of Access	-----
New Control of Access	-----
Existing Easement Line	-----
New Temporary Construction Easement	-----
New Temporary Drainage Easement	-----
New Permanent Drainage Easement	-----
New Permanent Drainage / Utility Easement	-----
New Permanent Utility Easement	-----
New Temporary Utility Easement	-----
New Aerial Utility Easement	-----

### ROADS AND RELATED FEATURES:

Existing Edge of Pavement	-----
Existing Curb	-----
Proposed Slope Stakes Cut	---C---
Proposed Slope Stakes Fill	---F---
Proposed Curb Ramp	-----
Existing Metal Guardrail	-----
Proposed Guardrail	-----
Existing Cable Guiderail	-----
Proposed Cable Guiderail	-----
Equality Symbol	⊕
Pavement Removal	⊗

### VEGETATION:

Single Tree	☼
Single Shrub	☼

*Note: Not to Scale*      \*S.U.E. = *Subsurface Utility Engineering*

Hedge	-----
Woods Line	-----
Orchard	☼ ☼ ☼ ☼
Vineyard	-----

### EXISTING STRUCTURES:

MAJOR:	
Bridge, Tunnel or Box Culvert	-----
Bridge Wing Wall, Head Wall and End Wall	-----
MINOR:	
Head and End Wall	-----
Pipe Culvert	-----
Footbridge	-----
Drainage Box: Catch Basin, DI or JB	□ CB
Paved Ditch Gutter	-----
Storm Sewer Manhole	⊙
Storm Sewer	-----

### UTILITIES:

POWER:	
Existing Power Pole	●
Proposed Power Pole	○
Existing Joint Use Pole	●
Proposed Joint Use Pole	○
Power Manhole	⊙
Power Line Tower	⊠
Power Transformer	⊠
U/G Power Cable Hand Hole	-----
H-Frame Pole	-----
U/G Power Line LOS B (S.U.E.*)	-----
U/G Power Line LOS C (S.U.E.*)	-----
U/G Power Line LOS D (S.U.E.*)	-----

### TELEPHONE:

Existing Telephone Pole	●
Proposed Telephone Pole	○
Telephone Manhole	⊙
Telephone Pedestal	⊠
Telephone Cell Tower	⊠
U/G Telephone Cable Hand Hole	-----
U/G Telephone Cable LOS B (S.U.E.*)	-----
U/G Telephone Cable LOS C (S.U.E.*)	-----
U/G Telephone Cable LOS D (S.U.E.*)	-----
U/G Telephone Conduit LOS B (S.U.E.*)	-----
U/G Telephone Conduit LOS C (S.U.E.*)	-----
U/G Telephone Conduit LOS D (S.U.E.*)	-----
U/G Fiber Optics Cable LOS B (S.U.E.*)	-----
U/G Fiber Optics Cable LOS C (S.U.E.*)	-----
U/G Fiber Optics Cable LOS D (S.U.E.*)	-----

### WATER:

Water Manhole	⊙
Water Meter	○
Water Valve	⊗
Water Hydrant	⊕
U/G Water Line LOS B (S.U.E.*)	-----
U/G Water Line LOS C (S.U.E.*)	-----
U/G Water Line LOS D (S.U.E.*)	-----
Above Ground Water Line	-----

### TV:

TV Pedestal	⊠
TV Tower	⊗
U/G TV Cable Hand Hole	-----
U/G TV Cable LOS B (S.U.E.*)	-----
U/G TV Cable LOS C (S.U.E.*)	-----
U/G TV Cable LOS D (S.U.E.*)	-----
U/G Fiber Optic Cable LOS B (S.U.E.*)	-----
U/G Fiber Optic Cable LOS C (S.U.E.*)	-----
U/G Fiber Optic Cable LOS D (S.U.E.*)	-----

### GAS:

Gas Valve	◇
Gas Meter	⊕
U/G Gas Line LOS B (S.U.E.*)	-----
U/G Gas Line LOS C (S.U.E.*)	-----
U/G Gas Line LOS D (S.U.E.*)	-----
Above Ground Gas Line	-----

### SANITARY SEWER:

Sanitary Sewer Manhole	⊙
Sanitary Sewer Cleanout	⊕
U/G Sanitary Sewer Line	-----
Above Ground Sanitary Sewer	-----
SS Forced Main Line LOS B (S.U.E.*)	-----
SS Forced Main Line LOS C (S.U.E.*)	-----
SS Forced Main Line LOS D (S.U.E.*)	-----

### MISCELLANEOUS:

Utility Pole	●
Utility Pole with Base	⊠
Utility Located Object	○
Utility Traffic Signal Box	⊠
Utility Unknown U/G Line LOS B (S.U.E.*)	-----
U/G Tank; Water, Gas, Oil	□
Underground Storage Tank, Approx. Loc.	⊠
A/G Tank; Water, Gas, Oil	□
Geoenvironmental Boring	⊕
U/G Test Hole LOS A (S.U.E.*)	⊕
Abandoned According to Utility Records	AATUR
End of Information	E.O.I.

8/17/99

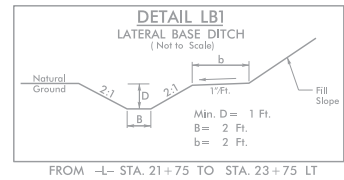
REVISIONS

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11/18/08

POLK COUNTY BOARD OF EDUCATION  
DB 114 PG 8  
DB 214 PG 1659  
PLAT BOOK 4 - PG. 63  
MAP CARD FILE B - PG. 771

-L-  
PI Sta 14+84.61  
 $\Delta = 13^{\circ} 45' 27.2''$  (LT)  
D = 5' 12' 31.3"  
L = 264.13'  
T = 132.70'  
R = 1,100.00'  
RO = EXISTING  
SE = EXISTING

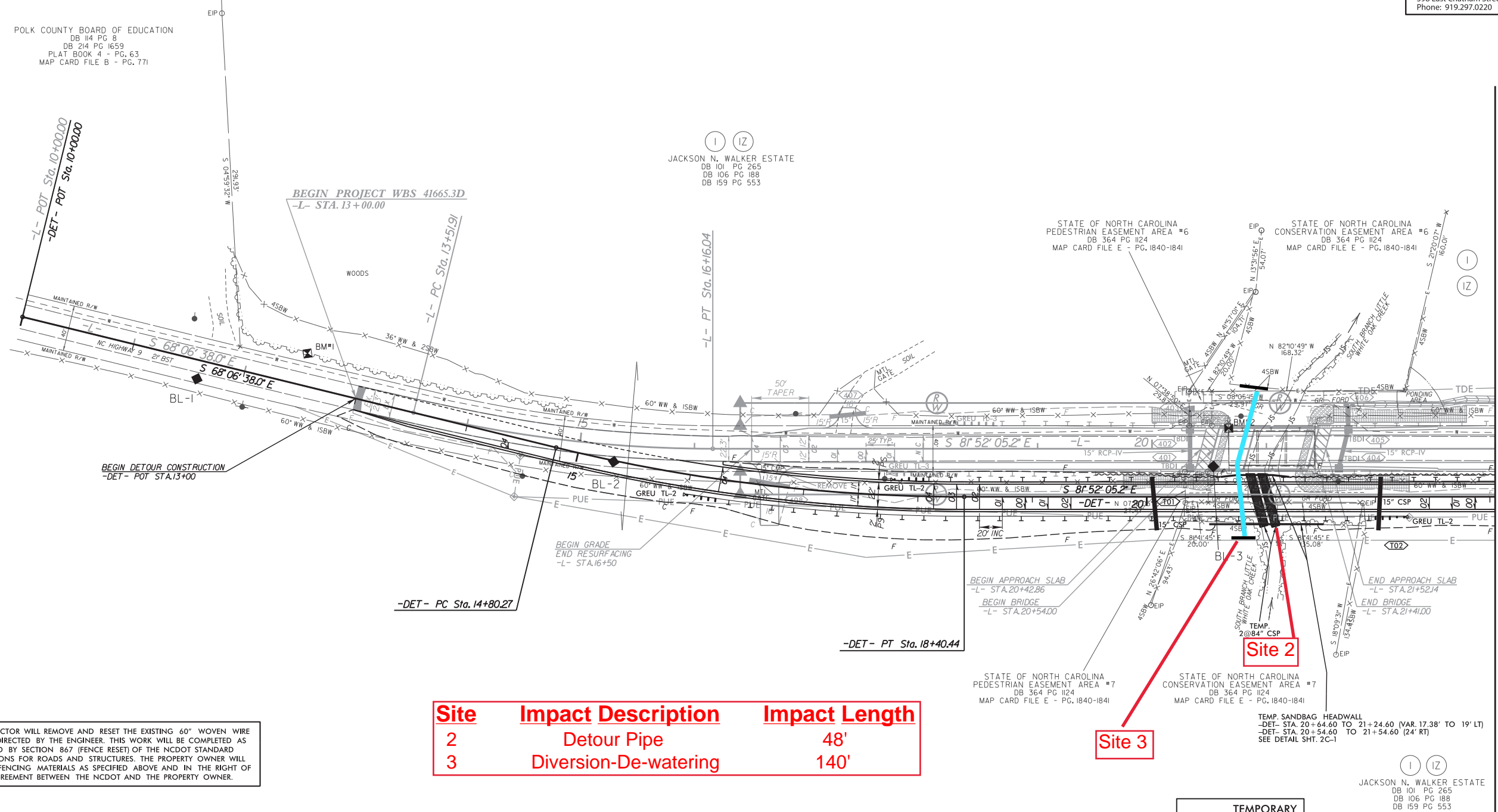
NAD 83/2011



BRIDGE DESCRIPTION #29  
CONCRETE DECK / BST SURFACE  
METAL GUARDRAILS  
2 CONCRETE BEAMS PERPENDICULAR W/ BRIDGE  
13 CONCRETE BEAMS PARALLEL W/ BRIDGE  
WOOD HEADWALLS  
WOOD WINGWALLS  
CONCRETE WHEELGUARD

PROJECT REFERENCE NO. <b>41665.3D</b>	SHEET NO. <b>2B-1</b>
ROADWAY DESIGN ENGINEER NORTH CAROLINA PROFESSIONAL SEAL 39283 KEVIN S. HUTCHENS	HYDRAULICS ENGINEER NORTH CAROLINA PROFESSIONAL SEAL 40801 PAUL H. CAMERON

DOCUMENT NOT CONSIDERED FINAL  
UNLESS ALL SIGNATURES COMPLETED  
**M A Engineering Consultants, Inc.**  
598 East Chatham Street Suite 137 Cary, NC 27511  
Phone: 919.297.0220 Fax: 919.297.0221



THE CONTRACTOR WILL REMOVE AND RESET THE EXISTING 60" WOVEN WIRE FENCE AS DIRECTED BY THE ENGINEER. THIS WORK WILL BE COMPLETED AS SPECIFIED BY SECTION 867 (FENCE RESET) OF THE NCDOT STANDARD SPECIFICATIONS FOR ROADS AND STRUCTURES. THE PROPERTY OWNER WILL SUPPLY THE FENCING MATERIALS AS SPECIFIED ABOVE AND IN THE RIGHT OF WAY AGREEMENT BETWEEN THE NCDOT AND THE PROPERTY OWNER.

Site	Impact Description	Impact Length
2	Detour Pipe	48'
3	Diversion-De-watering	140'

-DET-  
PI Sta 16+61.22  
 $\Delta = 13^{\circ} 45' 27.2''$  (LT)  
D = 3' 49' 11.0"  
L = 360.17'  
T = 180.96'  
R = 1,500.00'  
SE = 0.04  
RO = 80'  
V = 40 mph

TEMPORARY SHORING

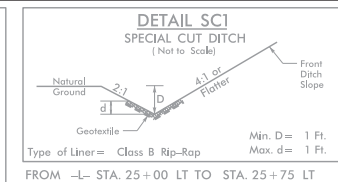
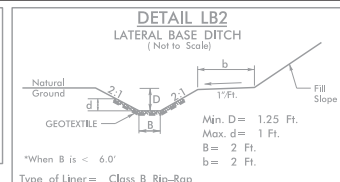
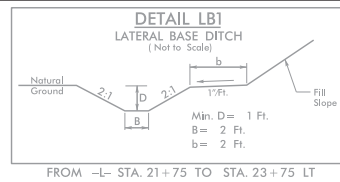
FOR -DET- PROFILE, SEE SHEET NO. 2B-3

DETOUR SHEET (1 OF 2)

8/17/99

REVISIONS

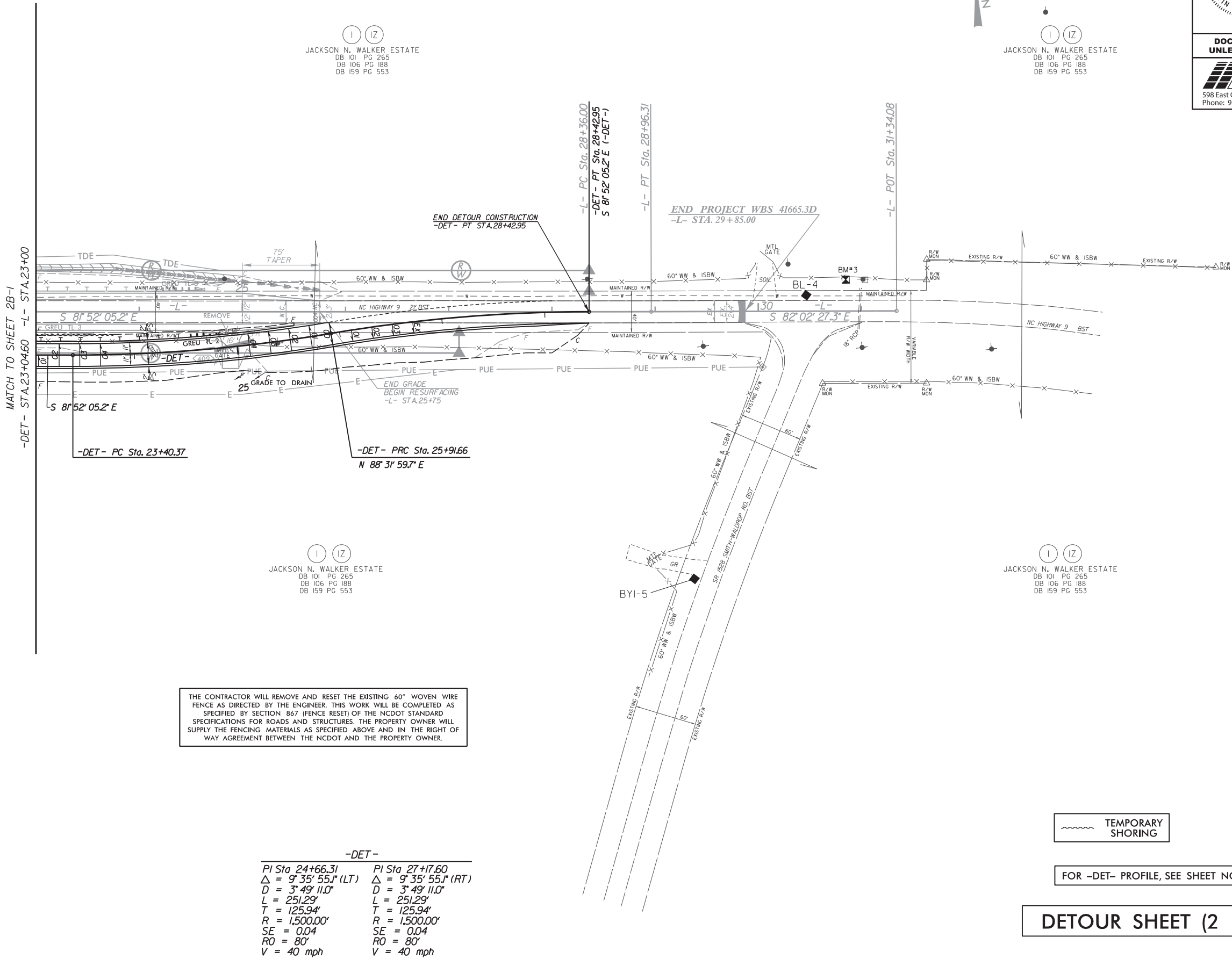
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11/15/2018 10:51:20 AM



-L-  
PI Sta 28+66.16  
 $\Delta = 0' 10' 22.0''$  (LT)  
 $D = 0' 17' 11.3''$   
 $L = 60.31'$   
 $T = 30.16'$   
 $R = 20,000.00'$   
RO = EXISTING  
SE = EXISTING



PROJECT REFERENCE NO. 41665.3D	SHEET NO. 2B-2
RW SHEET NO.	
ROADWAY DESIGN ENGINEER NORTH CAROLINA PROFESSIONAL SEAL 39283 KEVIN S. HUTCHES	HYDRAULICS ENGINEER NORTH CAROLINA PROFESSIONAL SEAL 40801 PAUL H. CAMERON
DOCUMENT NOT CONSIDERED FINAL UNLESS ALL SIGNATURES COMPLETED	
M A Engineering 598 East Chatham Street Suite 137 Cary, NC 27511 Phone: 919.297.0220	



THE CONTRACTOR WILL REMOVE AND RESET THE EXISTING 60" WOVEN WIRE FENCE AS DIRECTED BY THE ENGINEER. THIS WORK WILL BE COMPLETED AS SPECIFIED BY SECTION 867 (FENCE RESET) OF THE NCDOT STANDARD SPECIFICATIONS FOR ROADS AND STRUCTURES. THE PROPERTY OWNER WILL SUPPLY THE FENCING MATERIALS AS SPECIFIED ABOVE AND IN THE RIGHT OF WAY AGREEMENT BETWEEN THE NCDOT AND THE PROPERTY OWNER.

-DET-  
PI Sta 24+66.31 PI Sta 27+17.60  
 $\Delta = 9' 35' 55.1''$  (LT)  $\Delta = 9' 35' 55.1''$  (RT)  
 $D = 3' 49' 11.0''$   $D = 3' 49' 11.0''$   
 $L = 251.29'$   $L = 251.29'$   
 $T = 125.94'$   $T = 125.94'$   
 $R = 1,500.00'$   $R = 1,500.00'$   
 $SE = 0.04$   $SE = 0.04$   
 $RO = 80'$   $RO = 80'$   
 $V = 40$  mph  $V = 40$  mph

TEMPORARY SHORING

FOR -DET- PROFILE, SEE SHEET NO. 2B-3



DETOUR SHEET (2 OF 2)

PIPE HYDRAULIC DATA (15")		
DESIGN DISCHARGE	= 17	CFS
DESIGN FREQUENCY	= 10	YRS
DESIGN HW ELEVATION	= 883J	FT

PIPE HYDRAULIC DATA (15")		
DESIGN DISCHARGE	= 2	CFS
DESIGN FREQUENCY	= 10	YRS
DESIGN HW ELEVATION	= 881.9	FT

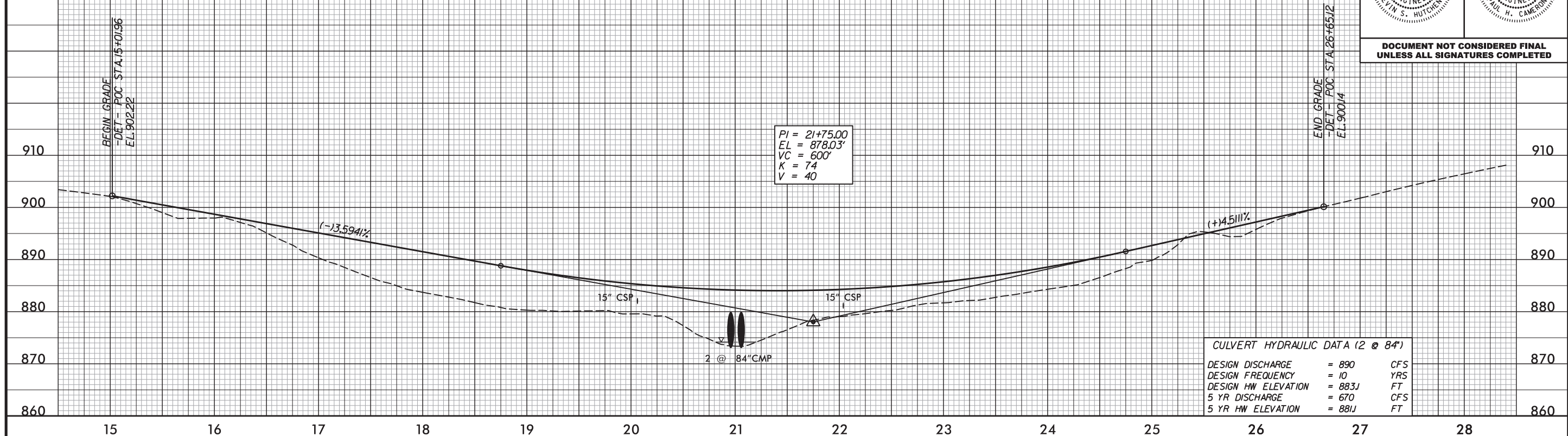
**M A Engineering Consultants, Inc.**  
 598 East Chatham Street Suite 137 Cary, NC 27511  
 Phone: 919.297.0220 Fax: 919.297.0221

NC License: F-0160

PROJECT REFERENCE NO. <b>41665.3D</b>	SHEET NO. <b>2B-3</b>
ROADWAY DESIGN ENGINEER 	HYDRAULICS ENGINEER 

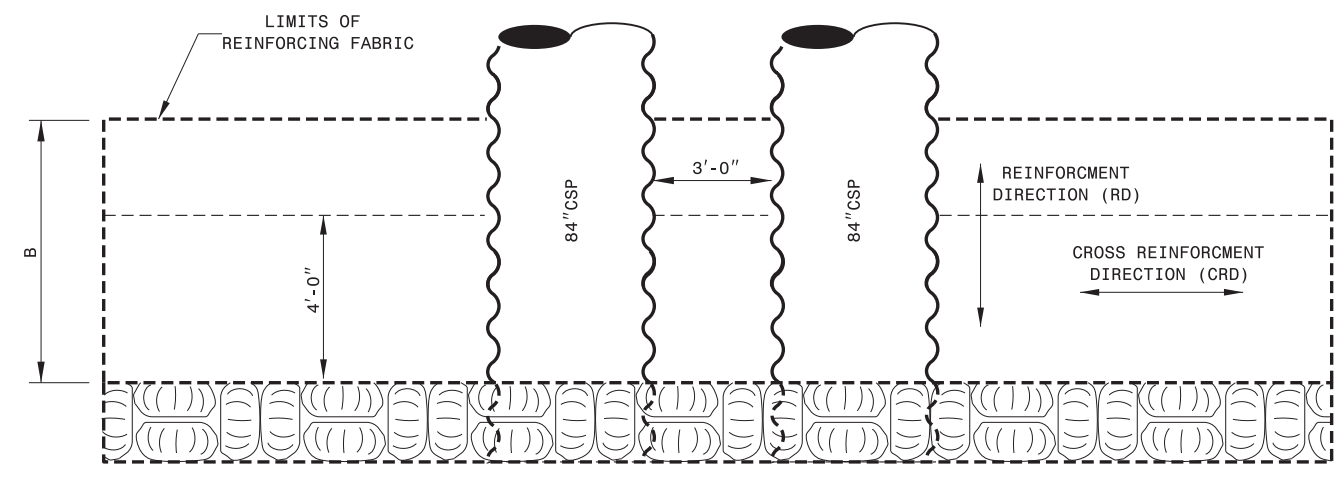
DOCUMENT NOT CONSIDERED FINAL UNLESS ALL SIGNATURES COMPLETED

# -DET-

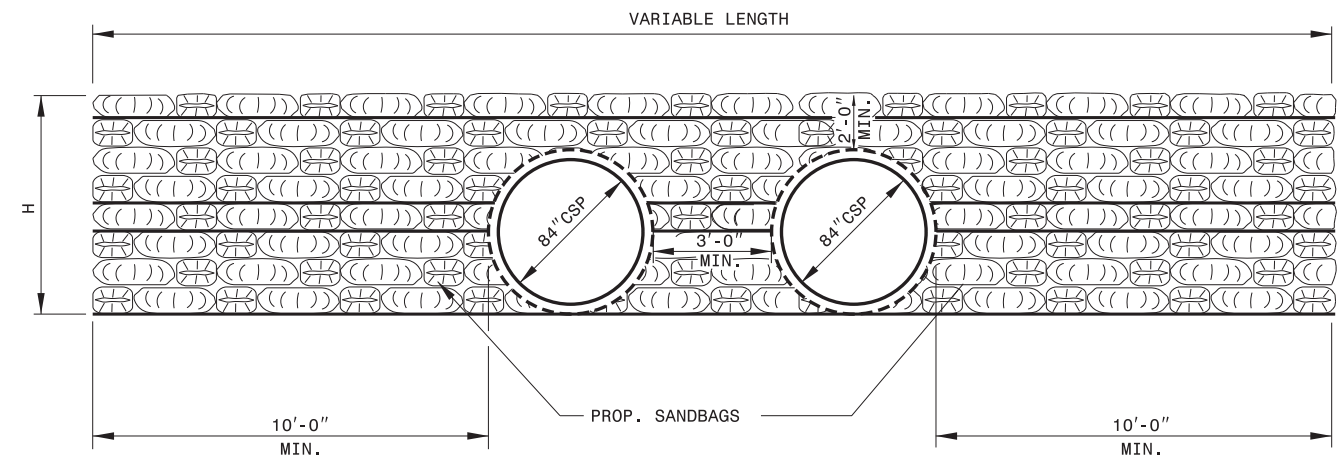


CULVERT HYDRAULIC DATA (2 @ 84")		
DESIGN DISCHARGE	= 890	CFS
DESIGN FREQUENCY	= 10	YRS
DESIGN HW ELEVATION	= 883J	FT
5 YR DISCHARGE	= 670	CFS
5 YR HW ELEVATION	= 881J	FT

5/14/99



**PLAN**

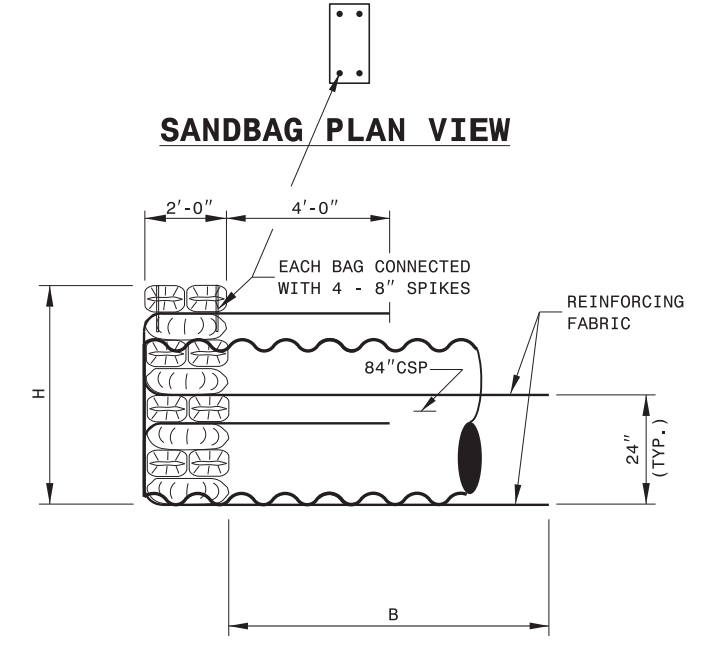


**FRONT ELEVATION**

- NOTES:**
- REINFORCED SANDBAG HEADWALLS ARE BASED ON THE FOLLOWING ASSUMPTIONS:
    - TRAFFIC SURCHARGE IS 240 PSF OR LESS AND BACKSLOPE IS 2:1 OR FLATTER.
    - GRADE IN FRONT OF WALL IS 6:1 OR FLATTER
    - MAXIMUM APPLIED BEARING PRESSURE IS LESS THAN 1 TSF.
  - REINFORCED SANDBAG HEADWALLS ARE BASED ON THE FOLLOWING IN-SITU SOIL PARAMETERS:
    - UNIT WEIGHT = 120 PCF
    - FRICTION ANGLE = 30 DEGREES

DO NOT USE REINFORCED SANDBAG HEADWALL DETAIL WHEN ASSUMED SOIL PARAMETERS ARE NOT APPLICABLE OR WHEN VERY LOOSE OR SOFT SOIL OR MUCK IS PRESENT BELOW BOTTOM OF PIPE.
  - PLACE REINFORCEMENT IN SLIGHT TENSION AND FREE OF KINKS, FOLDS, WRINKLES AND CREASES.
  - DO NOT SPLICE REINFORCEMENT IN THE REINFORCEMENT DIRECTION (RD). SEAMS ARE ALLOWED IN THE CROSS-REINFORCEMENT DIRECTION (CRD).
  - BACKFILL IN ACCORDANCE WITH SECTION 235 OF THE STANDARD SPECIFICATIONS.
 

DO NOT BACKFILL WITH ROCK, BROKEN PAVEMENT OR SIMILAR MATERIAL.  
DO NOT DAMAGE REINFORCEMENT WHEN PLACING AND COMPACTING BACKFILL.  
DO NOT USE SHEEPSFOOT, GRID ROLLERS OR OTHER TYPES OF COMPACTION EQUIPMENT WITH FEET.  
DO NOT OPERATE HEAVY EQUIPMENT ON REINFORCEMENT UNTIL IT IS COVERED WITH AT LEAST 10" OF BACKFILL.  
USE ONLY HAND OPERATED EQUIPMENT TO COMPACT WITHIN 3 ft OF THE HEADWALL FACE.
  - #4 REINFORCING BARS (GRADE 60) 24" LONG MAY BE SUBSTITUTED FOR 8" SPIKES. DRIVE #4 BARS THRU 4 BAGS MAXIMUM.
  - HEADWALL DIMENSIONS MAY BE ADJUSTED FOR SINGLE, DOUBLE OR MORE PIPES AS SHOWN IN PLANS.



**SIDE ELEVATION**

REINFORCING FABRIC		
WALL HEIGHT H (ft)	REINF. LENGTH B (ft)	ULTIMATE TENSILE STRENGTH (lb/ft)
< 4	6	2400
4 TO 6	6	3000
6 TO 8	= H	3600
8 TO 10	= H	4500

INLET END SANDBAG HEADWALL AREA = 534 S.F.  
 OUTLET END SANDBAG HEADWALL AREA = 376 S.F.

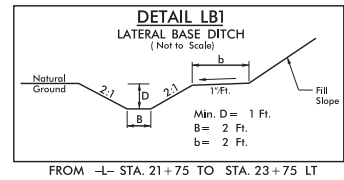


DOCUMENT NOT CONSIDERED FINAL  
UNLESS ALL SIGNATURES COMPLETED

**CONTRACT STANDARDS & DEVELOPMENT UNIT  
STANDARDS AND SPECIAL DESIGN**  
Office 919-707-6950 FAX 919-250-4119

**DETAIL OF REINFORCED  
SANDBAG ENDWALL**

ORIGINAL BY: \_\_\_\_\_ DATE: \_\_\_\_\_  
 MODIFIED BY: rnbritt DATE: 12-5-2018  
 CHECKED BY: \_\_\_\_\_ DATE: \_\_\_\_\_  
 FILE SPEC.: details/rnbritt/english/hydro/endwalls.dgn



BRIDGE DESCRIPTION #29  
 CONCRETE DECK / BST SURFACE  
 METAL GUARDRAILS  
 13 CONCRETE BEAMS PERPENDICULAR W/ BRIDGE  
 CONCRETE BEAMS PARALLEL W/ BRIDGE  
 WOOD HEADWALLS  
 WOOD WINGWALLS  
 CONCRETE WHEELGUARD

-L-  
 PI Sta 14+84.61  
 $\Delta = 13^{\circ} 45' 27.2''$  (LT)  
 $D = 5^{\circ} 12' 31.3''$   
 $L = 264.13'$   
 $T = 132.70'$   
 $RO = EXISTING$   
 $SE = EXISTING$



POLK COUNTY BOARD OF EDUCATION  
 DB 114 PG 8  
 DB 214 PG 1659  
 PLAT BOOK 4 - PG. 63  
 MAP CARD FILE B - PG. 771

NOTE:  
 RESURFACE EXISTING PAVEMENT WITH A 1.5" LAYER  
 OF S9.5B ASPHALT SURFACE COURSE FROM:  
 -L- STA.13+00.00 TO 16+50.00 AND  
 -L- STA.27+00.00 TO 29+85.00.

JACKSON N. WALKER ESTATE  
 DB 101 PG 265  
 DB 106 PG 188  
 DB 159 PG 553

SHLDR. BERM GUTTER  
 -L- STA 21+56.83 TO 22+50 LT  
 (BEG. GR FLARE @ 21+89.57)  
 -L- STA 21+47.18 TO 22+50 RT  
 (BEG. GR FLARE @ 21+79.93)

LATERAL BASE DITCH  
 SEE DETAIL LB1  
 SEE SHT. 5 FOR QTY.

STATE OF NORTH CAROLINA  
 PEDESTRIAN EASEMENT AREA #6  
 DB 364 PG 1124  
 MAP CARD FILE E - PG. 1840-1841

STATE OF NORTH CAROLINA  
 CONSERVATION EASEMENT AREA #6  
 DB 364 PG 1124  
 MAP CARD FILE E - PG. 1840-1841

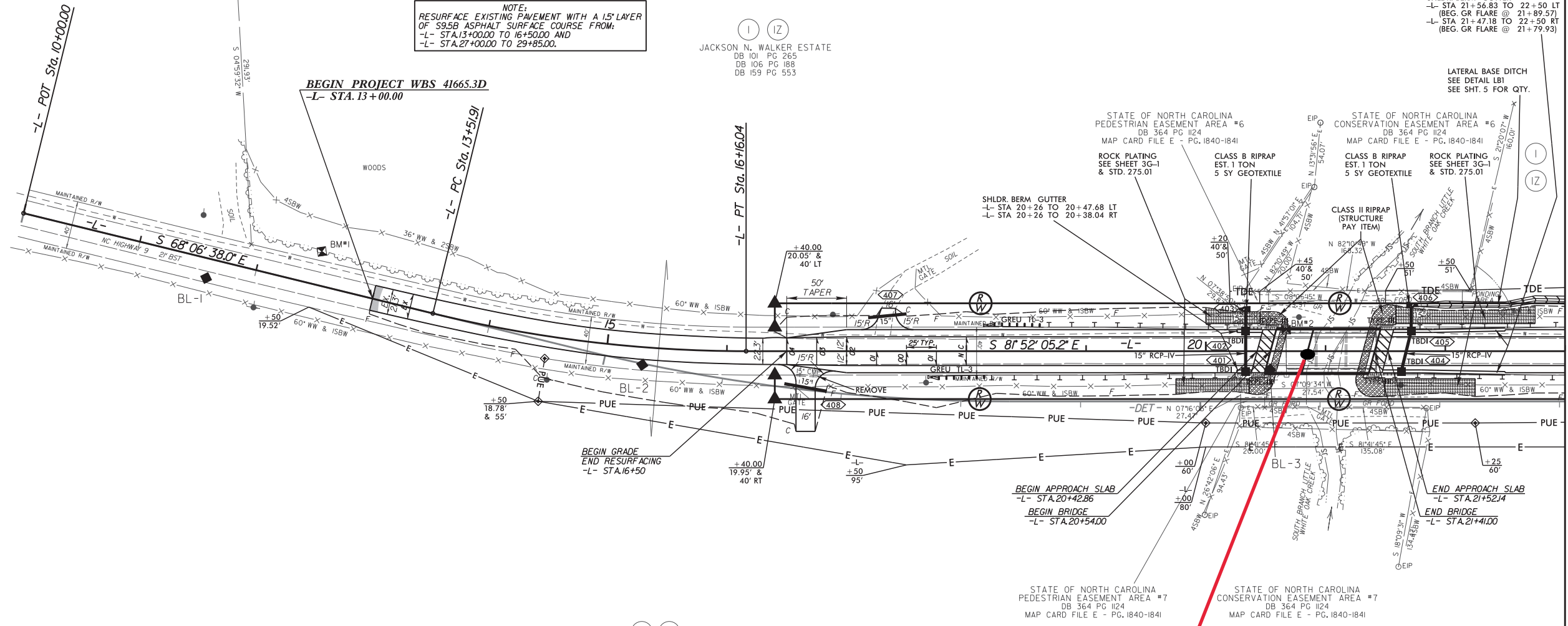
ROCK PLATING  
 SEE SHEET 3G-1  
 & STD. 275.01

CLASS B RIPRAP  
 EST. 1 TON  
 5 SY GEOTEXTILE

CLASS B RIPRAP  
 EST. 1 TON  
 5 SY GEOTEXTILE

CLASS II RIPRAP  
 (STRUCTURE  
 PAY ITEM)

SHLDR. BERM GUTTER  
 -L- STA 20+26 TO 20+47.68 LT  
 -L- STA 20+26 TO 20+38.04 RT



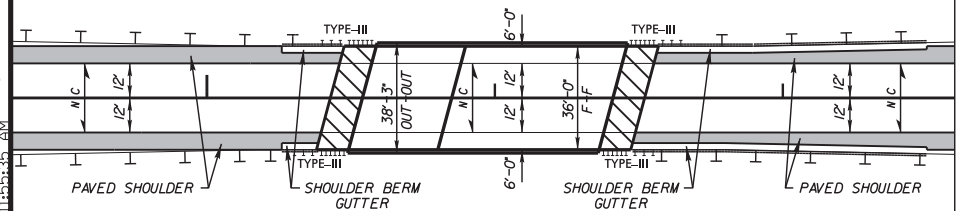
THE CONTRACTOR SHALL REMOVE AND RESET THE EXISTING 60" WOVEN WIRE FENCE AS DIRECTED BY THE ENGINEER. THIS WORK WILL BE COMPLETED AS SPECIFIED BY SECTION 867 (FENCE RESET) OF THE NCDOT STANDARD SPECIFICATIONS FOR ROADS AND STRUCTURES. THE PROPERTY OWNER WILL SUPPLY THE FENCING MATERIALS AS SPECIFIED ABOVE AND IN THE RIGHT OF WAY AGREEMENT BETWEEN THE NCDOT AND THE PROPERTY OWNER.

JACKSON N. WALKER ESTATE  
 DB 101 PG 265  
 DB 106 PG 188  
 DB 159 PG 553

JACKSON N. WALKER ESTATE  
 DB 101 PG 265  
 DB 106 PG 188  
 DB 159 PG 553

Site	Impact Description	Impact Length
1	Interior Bent Pile	4'

SKETCH SHOWING BRIDGE / PAVEMENT RELATIONSHIP (N.T.S.)



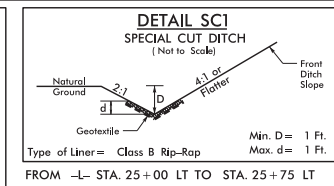
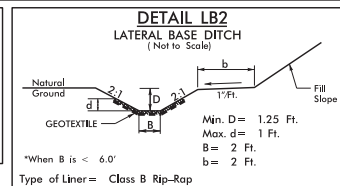
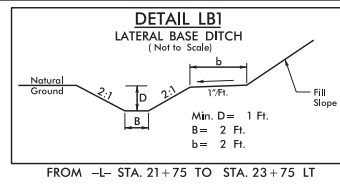
FOR -L- PROFILE, SEE SHEET NO. 6

FOR STRUCTURE PLANS, SEE SHEET S-1 THRU S-28

REVISIONS

12/18/2018  
 C:\Roads\Projects\polk\29\_rdy\_psh04.dgn

8/17/99



-L-  
 PI Sta 28+66.16  
 $\Delta = 0' 10' 22.0" (LT)$   
 $D = 0' 17' 11.3"$   
 $L = 60.31'$   
 $T = 30.16'$   
 $R = 20,000.00'$   
 RO = EXISTING  
 SE = EXISTING



PROJECT REFERENCE NO. 41665.3D	SHEET NO. 5
ROADWAY DESIGN ENGINEER NORTH CAROLINA PROFESSIONAL SEAL 39283 KEVIN S. HUTCHESON	HYDRAULICS ENGINEER NORTH CAROLINA PROFESSIONAL SEAL 40801 PAUL H. CAMERON

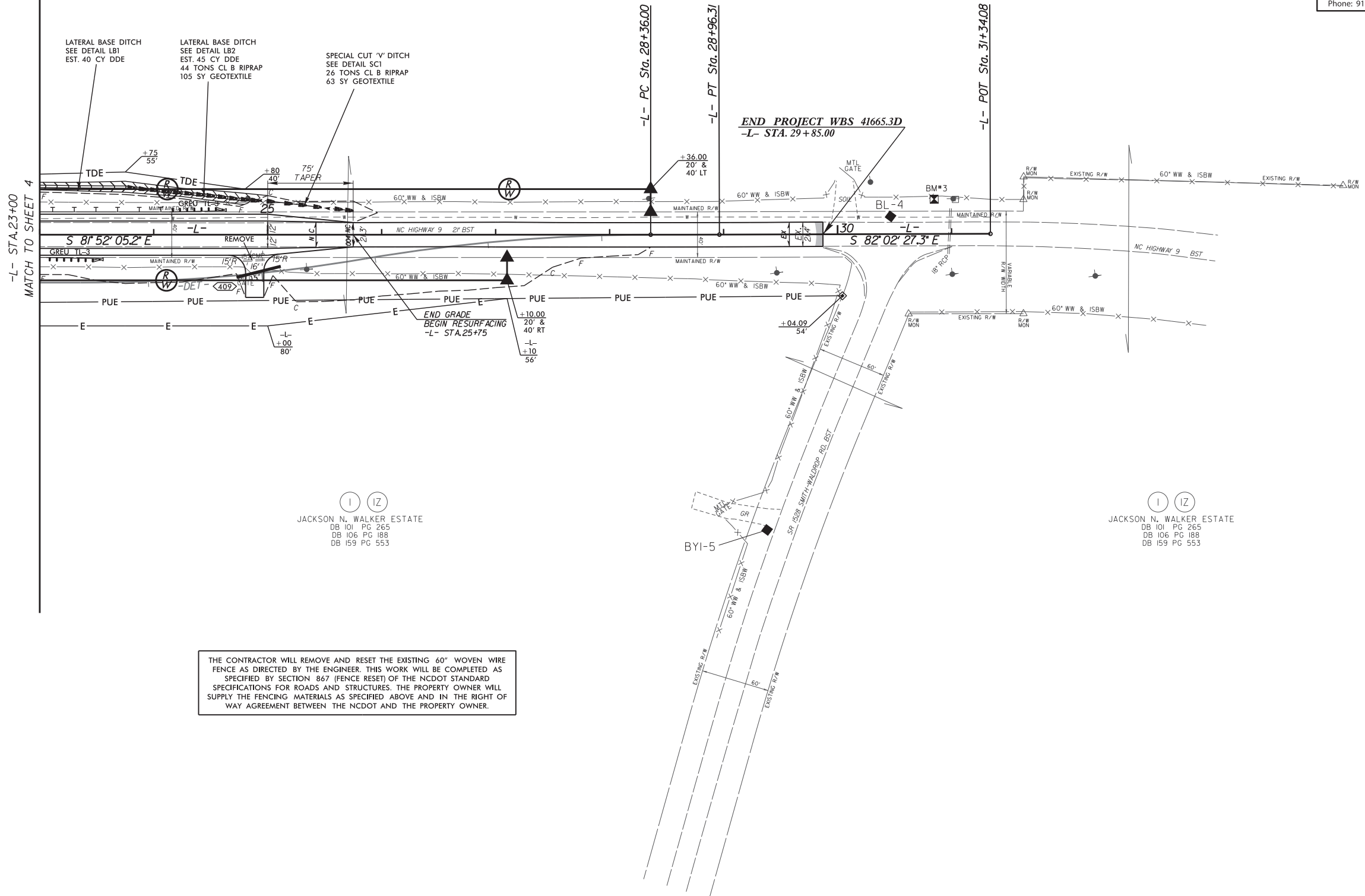
DOCUMENT NOT CONSIDERED FINAL  
UNLESS ALL SIGNATURES COMPLETED

**M A Engineering Consultants, Inc.**  
 598 East Chatham Street Suite 137 Cary, NC 27511  
 Phone: 919.297.0220 Fax: 919.297.0221  
 License: F-0160

(I) (IZ)  
 JACKSON N. WALKER ESTATE  
 DB 101 PG 265  
 DB 106 PG 188  
 DB 159 PG 553

(I) (IZ)  
 JACKSON N. WALKER ESTATE  
 DB 101 PG 265  
 DB 106 PG 188  
 DB 159 PG 553

NOTE:  
 RESURFACE EXISTING PAVEMENT WITH A 1.5" LAYER OF S9.5B ASPHALT SURFACE COURSE FROM:  
 -L- STA.13+00.00 TO 16+50.00 AND  
 -L- STA.27+00.00 TO 29+85.00.



(I) (IZ)  
 JACKSON N. WALKER ESTATE  
 DB 101 PG 265  
 DB 106 PG 188  
 DB 159 PG 553

(I) (IZ)  
 JACKSON N. WALKER ESTATE  
 DB 101 PG 265  
 DB 106 PG 188  
 DB 159 PG 553

THE CONTRACTOR WILL REMOVE AND RESET THE EXISTING 60" WOVEN WIRE FENCE AS DIRECTED BY THE ENGINEER. THIS WORK WILL BE COMPLETED AS SPECIFIED BY SECTION 867 (FENCE RESET) OF THE NCDOT STANDARD SPECIFICATIONS FOR ROADS AND STRUCTURES. THE PROPERTY OWNER WILL SUPPLY THE FENCING MATERIALS AS SPECIFIED ABOVE AND IN THE RIGHT OF WAY AGREEMENT BETWEEN THE NCDOT AND THE PROPERTY OWNER.

FOR -L- PROFILE, SEE SHEET NO. 6

REVISIONS

12/18/2018  
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 11:51:37 AM





Proposal by NCDOT Division 14  
To Impact  
Little White Oak [92534] Mitigation Project

Replacement of Bridge #29 on NC 9

Polk County

WBS 41665.3D

## **Table of Contents**

1.0 Purpose and Need

2.0 Proposed Impacts

    2.1 Conservation Easement

    2.2 Stream Mitigation Assets

    2.3 Wetland Mitigation Assets

3.0 Avoidance and Minimization

4.0 Proposal to Replace Losses Incurred

    4.1 Conservation Easement

    4.2 Mitigation Assets

    4.3 Other Losses

Figure A. Project Vicinity Map

Figure B. Proposed Impacts

Figure C. Proposed Impacts Overlain on Aerial

Figure D. Detour Route

Appendix 1. Natural Resources Technical Report

Appendix 2. Project Area Photographs

## 1.0 Purpose and Need

The NCDOT proposes to impact the Little White Oak [92534] mitigation project to replace bridge 740029 in Polk County (Figure A). This bridge was constructed in 1967 and is now rated structurally deficient (sufficiency rating of 12.1 on 3/29/2016). The bridge will be replaced with an 85' 2-span pre-stressed concrete girder bridge.

The NCDOT has not yet set a let date for the project. A Natural Resources Technical Report (NRTR) was prepared for this project (Appendix 1). The application for 404/401 environmental permits has not yet been submitted due to uncertainty regarding necessary right of way acquisition.

## 2.0 Proposed Impacts

### 2.1 Conservation Easement

The proposed design will result in the take of 1623 square feet of conservation easement for right of way for the new bridge alignment. The take is located within an existing Public Utility Easement (PUE) and overlays a fenced area that has been set aside for the property owner to ford the stream. There is 3177 square feet of impact needed for clearing and fill associated with the temporary on-site detour culverts and roadway. A discussion of how NCDOT will provide property owner(s) access across the stream is provided in **Section 4.0 Proposal to Replace Losses Incurred**.

Conservation Easement (CE)	Amount (Acreage, Square Footage)
Take –permanent utility easement	1623 square feet
Temporary – alteration of CE for temporary construction easement	3177 square feet

### 2.2 Stream Mitigation Assets

The proposal would not have permanent impacts to the stream mitigation assets. The proposed project design will result in a temporary loss of stream channel and stream buffer to temporarily relocate cattle fence (approx. 30' south) and construct the on-site detour. 50 linear feet (23 feet of mitigation assets) of temporary impacts to the stream is due to dual culvert pipes for a temporary detour needed to maintain traffic on this route.

Stream Mitigation Asset	Amount (Footage)
Permanent Impact/Loss	0
Temporary Impact/Loss	2@84" x 50 lf* of corrugated steel pipe - *23 lf of this length is inside of the conservation easement, other 27' is within existing cattle ford area outside of CE

There would be temporarily lost habitat and water quality functions associated with stream buffer clearing. The project would also have temporary impacts to hydrological functions of the stream and floodplain due to the temporary pipes and road fill, respectively. However, following project completion, which usually takes less than 2 years for a bridge of this size, the cattle fence will be restored to its pre-existing location and stream channel, banks, and vegetated buffer restored.

Figures B and C depict the proposed design and impacts to the mitigation project. Photographs of the project approaches and areas to be impacted are provided in Appendix 2.

### 2.3 Wetland Mitigation Assets

Wetland mitigation assets will not be affected by the proposed project design.

Wetland Mitigation Asset	Amount (Acreage)
Permanent Impact/Loss	0
Temporary Impact/Loss	0

### 3.0 Avoidance and Minimization

Minimization of impact to the conservation easement has been a priority for the design of this project since its inception. Coordination began early in the design stage to determine the best way to manage any necessary impacts to the mitigation project.

NCDOT originally planned to build this project using an off-site detour and on the same alignment as existing NC 9. Coordination with emergency services and local officials initially indicated that this would be a possibility and design commenced accordingly. The project was submitted to NCDOT by the design consultant to be let in February 2015. In October of the same year, it was determined from further conversations with school officials that the off-site detour route was not acceptable because it would add an additional 6 miles of travel and travel time to areas south of the school. Figure D depicts a proposed off-site detour.

Due to the off-site detour issue, the south side of NC 9 was chosen for the temporary on-site construction detour due to the additional width in the easement that was set aside for fording the stream by the property owner. Temporary pipes were chosen for the crossing and sandbag headwalls were included to minimize the encroachment of the slopes into the conservation easement. The horizontal alignment was set to as close as possible to existing NC 9 and still allow construction of the proposed bridge while the vertical alignment was kept to the minimum elevation possible in order to minimize the distance required to tie back to natural ground for the areas beyond the headwall.

The design consultant contacted the Stewardship and Community Outreach Manager with the Office of Land and Water Stewardship, Will Summer, and asked him to review the designs for the project. Will's reply follows:

*Per the revised plans that Chip Hutchens sent to me Friday, I see no effects on the mitigation credits from this project.*

*Specifically:*

- ☐ The R/W easement does not overlap the conservation easement on either side of the bridge.*
- ☐ The TDE (temporary drainage easement) on the north side of the bridge does overlap the easement outside of the fenced area where the ford crossing is. However, there are no mitigation credits associated with that area.*
- ☐ Likewise, the new position of the PUE on the south side of the bridge also overlaps the easement, but again in the area outside of the fence where there are no mitigation credits.*
- ☐ Finally, the project will impact the pedestrian access easement, but the new R/W will provide direct access to our easement, so there should be no negative effects for our purposes of access.*

*Thanks again to the engineers for working with us to avoid impact to our conservation / mitigation interests.*

*If you need a signed memo, I will be happy to provide one, otherwise please consider this email as a closure of DENR Stewardship's review. I believe you will still need to work with the State Property Office to extinguish the small portions of the easement that will be affected.*

*Please let me know if you have any questions,*

*-Will*

Though, as already noted, there would be no permanent loss of mitigation assets, there will be temporary impacts to stream habitat and hydrologic functions. However, the temporal losses should be off-set by project benefits. The cattle ford near and under the bridge is in poor condition and a source of sediment to the stream (see Photos Appendix 2). The channel is also overly-wide here and a disruption to sediment transport processes. These crossings could be improved during construction and thereby help off-set the temporary water quality functional losses from stream buffer impacts. Similarly, the increase hydraulic capacity of the new bridge and the elimination of one set of piers will improve the hydrologic and sediment transport functions of the stream.

#### **4.0 Proposal to replace losses incurred**

The following actions will be taken by NCDOT to replace losses incurred by the bridge replacement project.

##### **4.1 Conservation Easement**

The project will temporarily disturb 3,177 square feet of easement and take 1623 square feet of easement as a PUE. The existing fence separating the CE from cattle access areas will be replaced to its original location upon project completion. Therefore, the area taken will revert to a natural condition of herbaceous and shrub buffer composition.

##### **4.2 Mitigation Assets**

There would be no permanent loss of mitigation assets, only temporary. The temporary stream buffer and channel impacts will be restored to pre-existing conditions (grade, dimension and vegetative cover)

following construction. Areas will be grubbed/disked as needed to eliminate soil compaction and seeded with a native seed mix. Disturbed stream banks will be matted with coir and native woody vegetation replanted. The loss of water quality and habitat functions of the buffer in this area will therefore be short-term and, as noted in 3.0, off-set with stream channel/hydraulic improvements associated with the ford and bridge improvements.

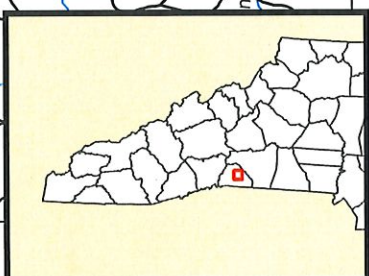
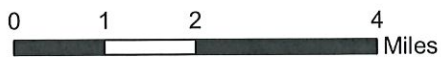
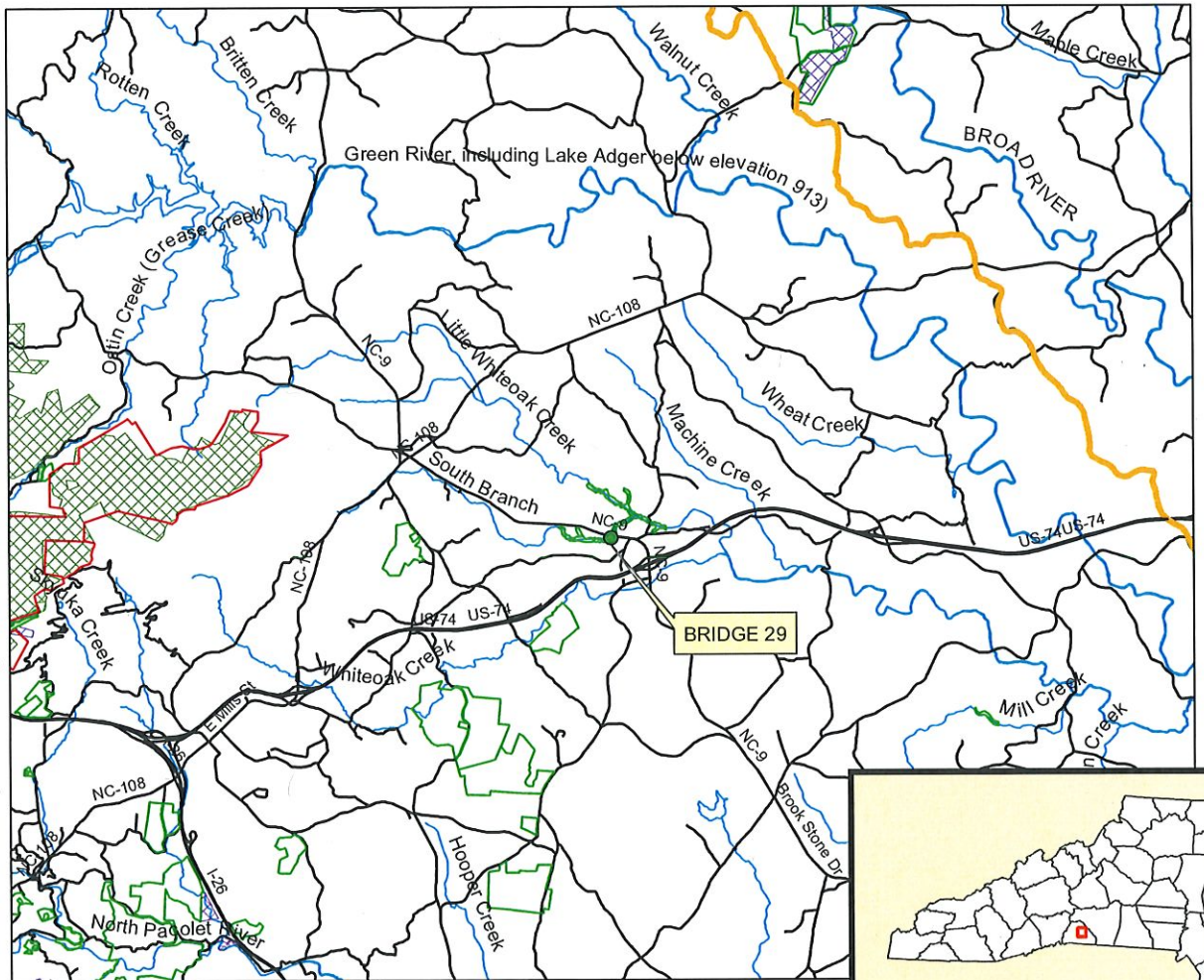
#### **4.3 Other Losses**

The existing cattle ford and crossing of the stream south of the bridge will be restored and improved following construction. The NCDOT would coordinate with the landowner to accommodate where possible any cattle transfers between pastures that may be temporarily isolated during construction. The cattle crossing will be stabilized with new stone and channel repaired, which will reduce an existing sediment source to the stream and restore a more natural channel width to improve sediment transport.

**FIGURE A NC HIGHWAY 9 BRIDGE 29 REPLACEMENT ON LITTLE WHITE OAK MITIGATION PROJECT**

**Legend**

- dotprimrds\_District 1
- ▨ hqworw
- cb100\_arc
- ▧ fedlands
- ▭ Dedicated Nature Preserve
- ▭ Registered Heritage Area
- ▭ Conservation Easement
- ▭ Other Protection
- ▨ Federal Ownership
- ▨ State Ownership
- ▨ Local Government Ownership
- ▨ Private
- LRS\_Route
- Stream
- ▭ NLEB\_HUC12



PROJECT: 41665.3D

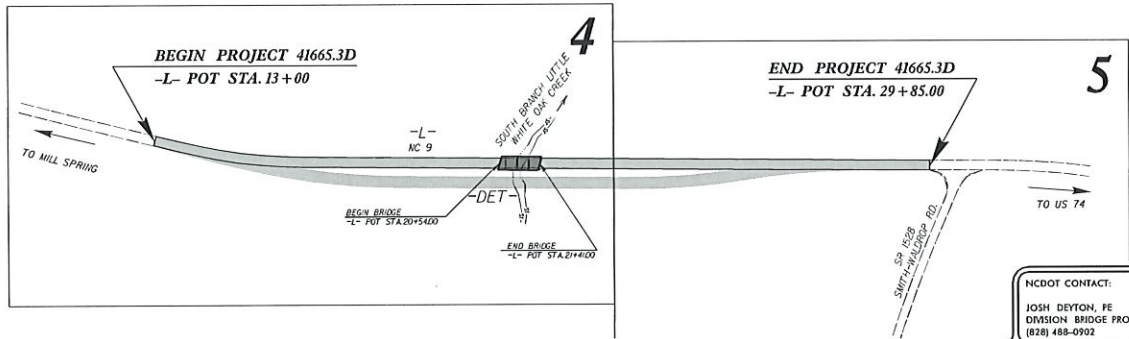
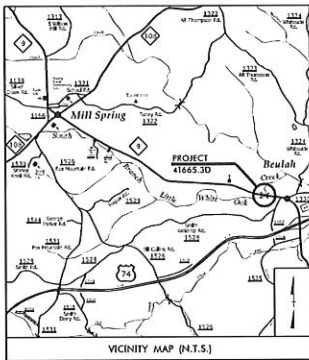
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STATE OF NORTH CAROLINA  
DIVISION OF HIGHWAYS

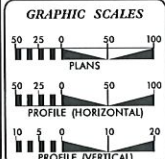
**POLK COUNTY**

LOCATION: BRIDGE #29 OVER SOUTH BRANCH  
LITTLE WHITE OAK CREEK ON NC 9  
TYPE OF WORK: GRADING, DRAINAGE, PAVING, AND STRUCTURE

STATE	PROJECT NUMBER	SHEET	TOTAL
N.C.	41665.3D	1	1
DATE	BY	CHECKED	DATE
41665.3D			
41665.3D			
41665.3D			



NCDOT CONTACT:  
JOSH DEYTON, PE  
DIVISION BRIDGE PROGRAM MANAGER  
(828) 488-0902



DESIGN DATA  
ADT 2008 = 2300  
T = 7 %  
V = 45 MPH  
FUNCTIONAL CLASSIFICATION:  
COLLECTOR  
REGIONAL TIER

PROJECT LENGTH

LENGTH ROADWAY PROJECT 41665.3D	= 0.303 mile
LENGTH STRUCTURES PROJECT 41665.3D	= 0.016 mile
TOTAL LENGTH PROJECT 41665.3D	= 0.319 mile

Prepared For:  
**DIVISION OF HIGHWAYS**  
1418 Beka Road, Raleigh, NC 27618  
By:  
**M A Engineering Consultants, Inc.**  
200 BEEKIN ROAD, SPANGLEDOWN  
RIGHT OF WAY DATE:  
LETTING DATE:

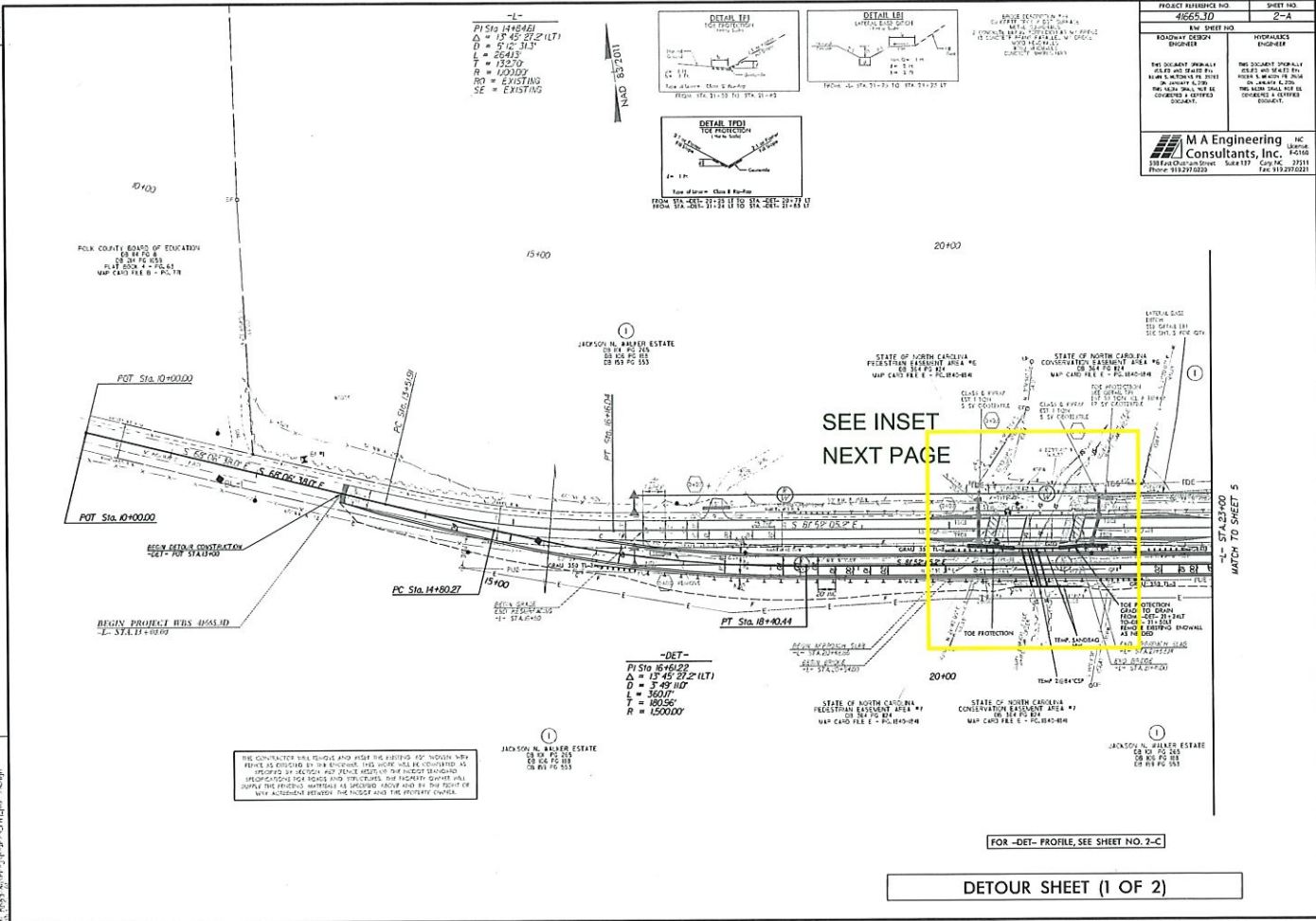
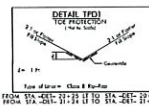
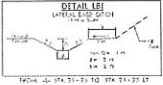
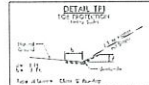
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ROADWAY DESIGN ENGINEER  
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PE



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PROJECT NUMBER NO	SHEET NO
4865-10	2-A
REV SHEET NO	INFORMAL DESIGN
NO DOCUMENT PREPARED AND UNDER PLANNING AND DESIGN PHASES ONLY. NO CONSTRUCTION CONTRACTS OR OTHER DOCUMENTS SHALL BE CONSIDERED A PART OF THIS PROJECT.	NO DOCUMENT PREPARED AND UNDER PLANNING AND DESIGN PHASES ONLY. NO CONSTRUCTION CONTRACTS OR OTHER DOCUMENTS SHALL BE CONSIDERED A PART OF THIS PROJECT.
M A Engineering Consultants, Inc. 1818 S. W. 10th Street, Suite 100 Fort Lauderdale, FL 33304 Phone: 954.277.0222	

-L-  
 PVI Sta. 144846.1  
 $\Delta = 13' 45" 27.2" (LT)$   
 $D = 512' 31.5"$   
 $L = 26413'$   
 $T = 13207'$   
 $R = 120000'$   
 RO = EXISTING  
 SE = EXISTING



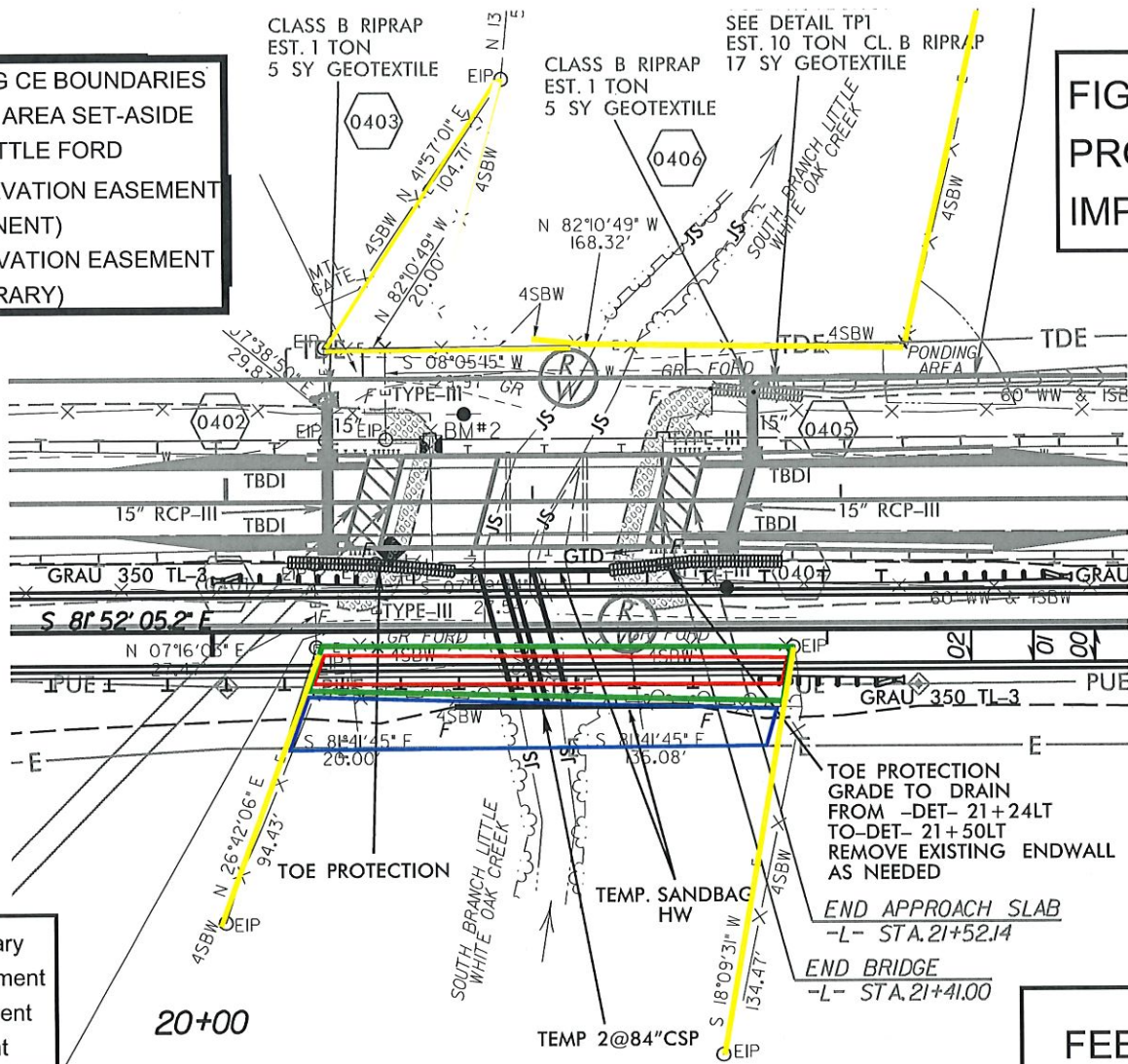
THE CONTRACTOR SHALL REMOVE AND REINSTATE THE EXISTING 10' WOODEN SIGN  
 PILES AS SHOWN BY THE EXISTING THIS WORK SHALL BE CONSIDERED AS  
 COMPLETED BY SECTION 107. THE CONTRACTOR SHALL BE RESPONSIBLE FOR  
 PROTECTING THE SIGN AND STRUCTURES AND PROPERTY OWNER SHALL  
 OBTAIN THE PROTECTIVE AGREEMENT AS SHOWN ABOVE AND BY THE SIGN OF  
 THE AGREEMENT BETWEEN THE ENGINEER AND THE PROPERTY OWNER.

FOR -DET- PROFILE, SEE SHEET NO. 2-C

DETOUR SHEET (1 OF 2)

**FIGURE B  
PROPOSED  
IMPACTS**

- = EXISTING CE BOUNDARIES
- = FENCED AREA SET-ASIDE FOR CATTLE FORD
- = CONSERVATION EASEMENT (PERMANENT)
- = CONSERVATION EASEMENT (TEMPORARY)



TDE = temporary drainage easement  
PUE = permanent utility easement

AROLINA AREA #7  
4  
. 1840-1841

STATE OF NORTH CAROLINA  
CONSERVATION EASEMENT AREA #7  
DB 364 PG 1124  
MAP CARD FILE E - PG. 1840-1841

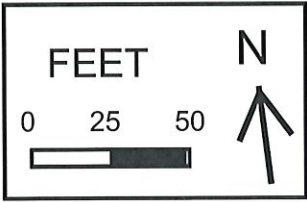
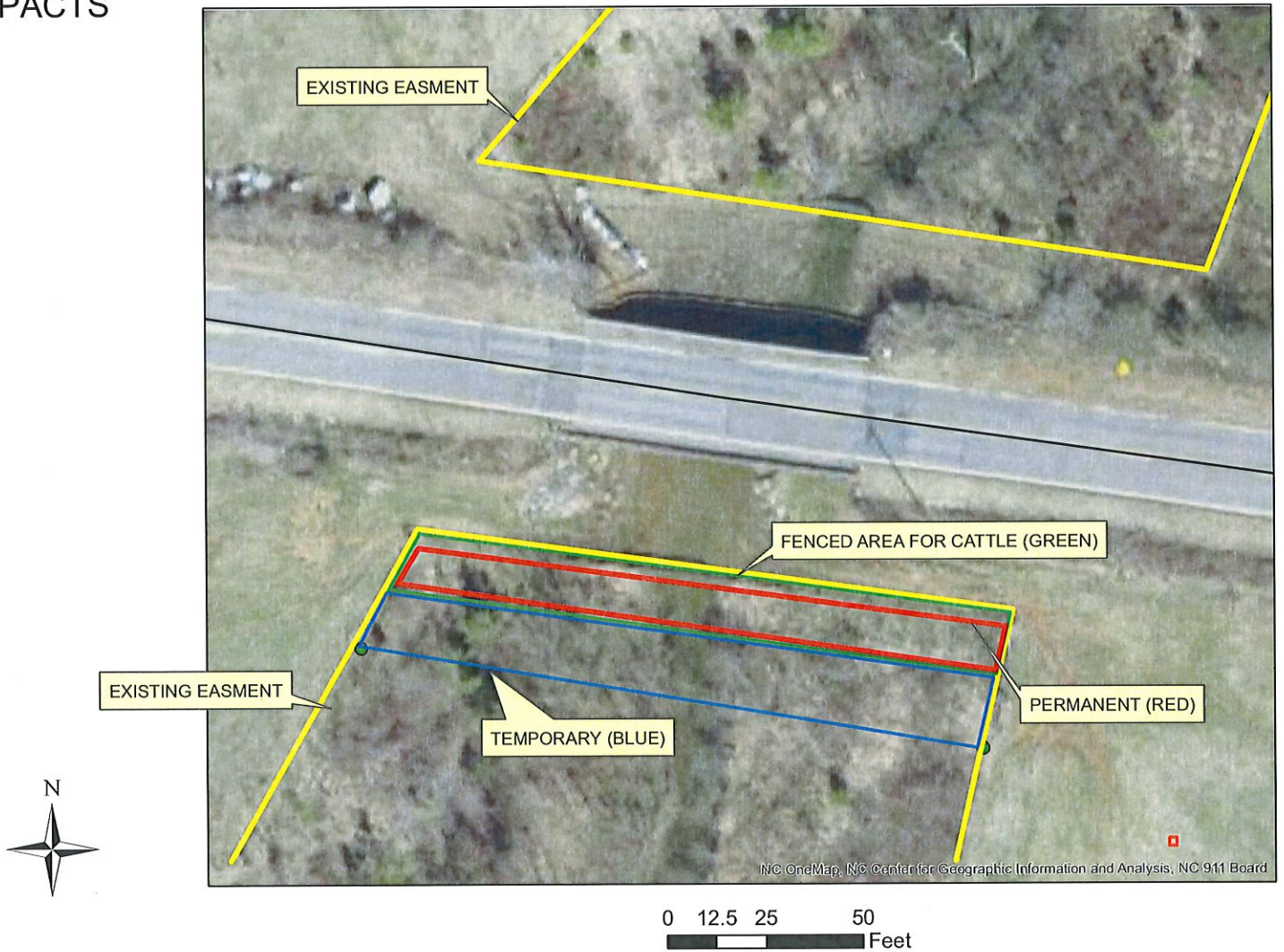
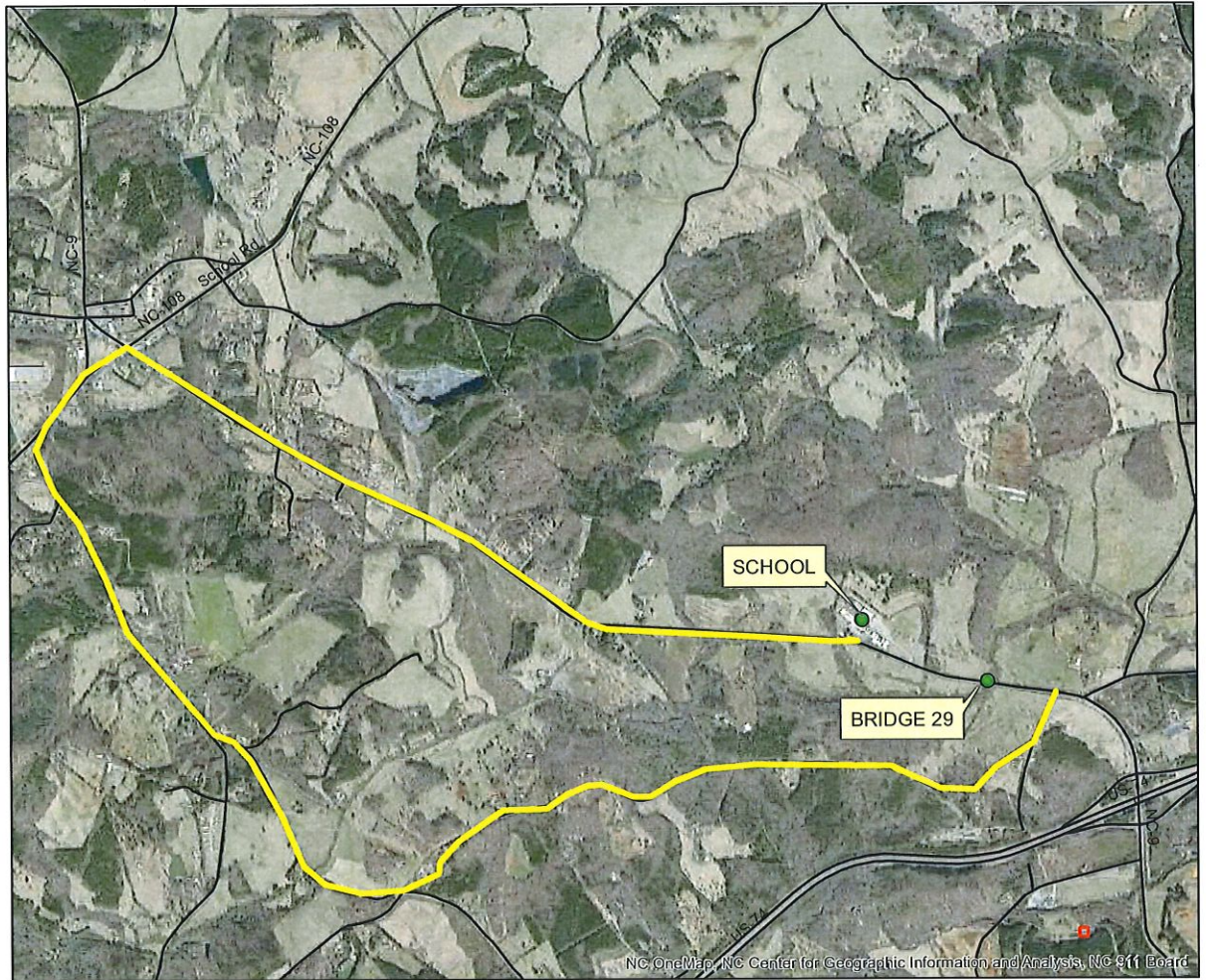


FIGURE C. PROPOSED IMPACTS

NC HIGHWAY 9 BRIDGE 29 REPLACEMENT ON LITTLE WHITE OAK MITIGATION PROJECT PROPOSED IMPACTS



**FIGURE D.** NC HIGHWAY 9 BRIDGE 29 REPLACEMENT ON LITTLE WHITE OAK MITIGATION PROJECT POSSIBLE DETOUR



**Legend**

- dotprimrds\_District 1
- LRS\_Route



0 0.25 0.5 1  
Miles

## Appendix 1.

### Bridge No. 29 Polk Replacement

### Natural Resource Technical Report

The bridge and immediate vicinity were surveyed on March 22, 2017.

#### Existing Conditions

The project area consists of the roadway, bridge, restored stream channel on South Branch Little White Oak Creek, and vegetated buffers within a conservation easement, and pasture. This stream is a degraded warm water stream in the upper piedmont physio-region. The vegetated buffers along the steam include, in part, various grasses and sedges, silky willow, oak spp., silky dogwood, loblolly pine, buttonbush, green briar, blackberry.

There are no wetlands near the bridge.

#### Listed Species

According to the USFWS, dwarf-flowered heartleaf (*Hexastylis naniflora*) habitat is typically "acidic soils along bluffs and adjacent slopes, in boggy areas next to streams and creek heads, and along the slopes of nearby hillsides and ravines." White irisette (*Sisyrinchium dichotomum*) habitat includes mid-elevation slopes with open dry to mesic oak-hickory forest, typically on rocky steep terrain with shallow neutral to basic soils. This plant favors disturbed areas such as road edges. The project area is disturbed by cattle grazing and stream crossing, road maintenance, and construction of a stream restoration project a few years ago. Habitats for listed plant species known from Polk County appear absent at and near this bridge.

The project area is within the range of northern long-eared bat (NLEB, *Myotis septentrionalis*). However, there are no known hibernacula or roost roosts in Polk County. There is no evidence of bat usage (guano or urine staining) on or under the bridge.

Submitted by Dave McHenry, NCDOT Division 14 Environmental Officer

Appendix 2. Photographs



Photo 2.1 Facing east towards bridge showing approximate lay-out of temporary on-site detour.



Photo 2.1 Facing east towards bridge showing approximate edge of take (red-line) and temporary easement disturbance (blue-line).



Photo 2.1 Facing south from existing bridge showing approximate edge of take (red-line), temporary easement disturbance (blue-line), and temporary detour culvert locations.



NORTH CAROLINA  
*Environmental Quality*

ROY COOPER

*Governor*

ELIZABETH S. BISER

*Secretary*

RICHARD E. ROGERS, JR.

*Director*

November 29, 2022

Mr. Kevin Barnett, Division Environmental Officer  
NCDOT, Division 14  
253 Webster Road  
Sylva, NC 28779

Subject: 401 Water Quality Certification Pursuant to Section 401 of the Federal Clean Water Act with  
ADDITIONAL CONDITIONS for the proposed bridge replacement of Bridge 29 on NC 9 in Polk  
County. NCDWR Project No. 20190668 V2

Dear Mr. Barnett:

Attached hereto is a copy of Certification No. 005264 issued to The North Carolina Department of Transportation  
dated November 29, 2022.

If we can be of further assistance, do not hesitate to contact us.

Sincerely,

DocuSigned by:

*Amy Chapman*

9C9886312DCD474...

Richard E. Rogers, Jr., Director  
Division of Water Resources

Electronic copy only distribution:

Crystal Amschler, US Army Corps of Engineers Asheville Regulatory Field Office  
Amanetta Somerville, Environmental Protection Agency  
Dave McHenry, NC Wildlife Resources Commission  
Holland Youngman, US Fish and Wildlife Service

File Copy



## 401 Water Quality Certification Pursuant to Section 401 of the Federal Clean Water Act with ADDITIONAL CONDITIONS

**THIS CERTIFICATION** is issued in conformity with the requirements of Section 401 Public Laws 92-500 and 95-217 of the United States and subject to the North Carolina Division of Water Resources (NCDWR) Regulations in 15 NCAC 2H .0500. This certification authorizes the NCDOT to impact 192 linear feet of jurisdictional streams in Polk County. The project shall be constructed pursuant to the application dated received October 12, 2022. This Certification replaces the Certification dated May 23, 2019. The authorized impacts are as described below:

### Stream Impacts in the Broad River Basin

Site	Permanent Fill in Intermittent Stream (linear ft)	Temporary Fill in Intermittent Stream (linear ft)	Permanent Fill in Perennial Stream (linear ft)	Temporary Fill in Perennial Stream (linear ft)	Total Stream Impact (linear ft)	Stream Impacts Requiring Mitigation (linear ft)
S1			4		4	0
S2				48	48	0
S3				140	140	0
<b>Total</b>			<b>4</b>	<b>188</b>	<b>192</b>	<b>0</b>

**Total Stream Impact for Project: 4 linear feet of permanent and 188 linear feet of temporary.**

The application provides adequate assurance that the discharge of fill material into the waters of the Broad River Basin in conjunction with the proposed development will not result in a violation of applicable Water Quality Standards and discharge guidelines. Therefore, the State of North Carolina certifies that this activity will not violate the applicable portions of Sections 301, 302, 303, 306, 307 of PL 92-500 and PL 95-217 if conducted in accordance with the application and conditions hereinafter set forth.

This approval is only valid for the purpose and design that you submitted in your application dated received October 12, 2022. Should your project change, you are required to notify the NCDWR and submit a new application. If the property is sold, the new owner must be given a copy of this Certification and approval letter, and is thereby responsible for complying with all the conditions. If any additional wetland impacts, or stream impacts, for this project (now or in the future) exceed 0.1 acre or 300 linear feet, respectively, additional compensatory mitigation may be required as described in 15A NCAC 2H .0506 (c) (2) and (4).

For this approval to remain valid, you are required to comply with all the conditions listed below. In addition, you should obtain all other federal, state or local permits before proceeding with your project including (but not limited to) Sediment and Erosion control, Coastal Stormwater, Non-discharge and Water Supply watershed regulations. This Certification shall expire on the same day as the expiration date of the corresponding Corps of Engineers Permit.

### Conditions of Certification:

#### Project Specific Conditions

1. The NCDOT Division Environmental Officer or Environmental Assistant will conduct a pre-construction meeting with all appropriate staff to ensure that the project supervisor and essential staff understand potential issues at the permitted site. NCDWR staff shall be invited to the pre-construction meeting. [15A NCAC 02H.0506(b)(2) and (b)(3)]
2. As a condition of this 401 Water Quality Certification, the bridge demolition and construction must be accomplished in strict compliance with the most recent version of NCDOT's Best Management Practices for Construction and Maintenance Activities. [15A NCAC 02H .0507(d)(2) and 15A NCAC 02H .0506(b)(5)]



3. Bridge deck drains shall not discharge directly into the stream. Stormwater shall be directed across the bridge and pre-treated through site-appropriate means (grassed swales, pre-formed scour holes, vegetated buffers, etc.) before entering the stream. To meet the requirements of NCDOT's NPDES permit NCS000250, please refer to the most recent version of the *North Carolina Department of Transportation Stormwater Best Management Practices Toolbox* manual for approved measures. [15A NCAC 02H .0507(d)(2) and 15A NCAC 02H .0506(b)(5)]
4. No drill slurry or water that has been in contact with uncured concrete shall be allowed to enter surface waters. This water shall be captured, treated, and disposed of properly. [15A NCAC 02H .0506(b)(3)]

### General Conditions

1. Unless otherwise approved in this certification, placement of culverts and other structures in open waters and streams shall be placed below the elevation of the streambed by one foot for all culverts with a diameter greater than 48 inches, and 20 percent of the culvert diameter for culverts having a diameter less than 48 inches, to allow low flow passage of water and aquatic life. Design and placement of culverts and other structures including temporary erosion control measures shall not be conducted in a manner that may result in dis-equilibrium of wetlands or streambeds or banks, adjacent to or upstream and downstream of the above structures. The applicant is required to provide evidence that the equilibrium is being maintained if requested in writing by NCDWR. If this condition is unable to be met due to bedrock or other limiting features encountered during construction, please contact NCDWR for guidance on how to proceed and to determine whether or not a permit modification will be required. [15A NCAC 02H.0506(b)(2)]
2. If concrete is used during construction, a dry work area shall be maintained to prevent direct contact between curing concrete and stream water. Water that inadvertently contacts uncured concrete shall not be discharged to surface waters due to the potential for elevated pH and possible aquatic life and fish kills. [15A NCAC 02B.0200]
3. During the construction of the project, no staging of equipment of any kind is permitted in waters of the U.S. or protected riparian buffers. [15A NCAC 02H.0506(b)(2)]
4. The dimension, pattern, and profile of the stream above and below the crossing shall not be modified. Disturbed floodplains and streams shall be restored to natural geomorphic conditions. [15A NCAC 02H.0506(b)(2)]
5. The use of rip-rap above the Normal High Water Mark shall be minimized. Any rip-rap placed for stream stabilization shall be placed in stream channels in such a manner that it does not impede aquatic life passage. [15A NCAC 02H.0506(b)(2)]
6. The Permittee shall ensure that the final design drawings adhere to the permit and to the permit drawings submitted for approval. [15A NCAC 02H .0507(c) and 15A NCAC 02H .0506 (b)(2) and (c)(2)]
7. All work in or adjacent to stream waters shall be conducted in a dry work area. Approved BMP measures from the most current version of NCDOT Construction and Maintenance Activities manual such as sandbags, rock berms, cofferdams and other diversion structures shall be used to prevent excavation in flowing water. [15A NCAC 02H.0506(b)(3) and (c)(3)]
8. Heavy equipment shall be operated from the banks rather than in the stream channel in order to minimize sedimentation and reduce the introduction of other pollutants into the stream. [15A NCAC 02H.0506(b)(3)]
9. All mechanized equipment operated near surface waters must be regularly inspected and maintained to prevent contamination of stream waters from fuels, lubricants, hydraulic fluids, or other toxic materials. [15A NCAC 02H.0506(b)(3)]



10. No rock, sand or other materials shall be dredged from the stream channel except where authorized by this certification. [15A NCAC 02H.0506(b)(3)]
11. Discharging hydroseed mixtures and washing out hydro seeders and other equipment in or adjacent to surface waters is prohibited. [15A NCAC 02H.0506(b)(3)]
12. The permittee and its authorized agents shall conduct its activities in a manner consistent with State water quality standards (including any requirements resulting from compliance with §303(d) of the Clean Water Act) and any other appropriate requirements of State and Federal law. If the NCDWR determines that such standards or laws are not being met (including the failure to sustain a designated or achieved use) or that State or federal law is being violated, or that further conditions are necessary to assure compliance, the NCDWR may reevaluate and modify this certification. [15A NCAC 02B.0200]
13. All fill slopes located in jurisdictional wetlands shall be placed at slopes no flatter than 3:1, unless otherwise authorized by this certification. [15A NCAC 02H.0506(b)(2)]
14. A copy of this Water Quality Certification shall be maintained on the construction site at all times. In addition, the Water Quality Certification and all subsequent modifications, if any, shall be maintained with the Division Engineer and the on-site project manager. [15A NCAC 02H .0507(c) and 15A NCAC 02H .0506 (b)(2) and (c)(2)]
15. The outside buffer, wetland or water boundary located within the construction corridor approved by this authorization shall be clearly marked by highly visible fencing prior to any land disturbing activities. Impacts to areas within the fencing are prohibited unless otherwise authorized by this certification. [15A NCAC 02H.0501 and .0502]
16. The issuance of this certification does not exempt the Permittee from complying with any and all statutes, rules, regulations, or ordinances that may be imposed by other government agencies (i.e. local, state, and federal) having jurisdiction, including but not limited to applicable buffer rules, stormwater management rules, soil erosion and sedimentation control requirements, etc.
17. The Permittee shall report any violations of this certification to the Division of Water Resources within 24 hours of discovery. [15A NCAC 02B.0506(b)(2)]
18. Upon completion of the project (including any impacts at associated borrow or waste sites), the NCDOT Division Engineer shall complete and return the enclosed "Certification of Completion Form" to notify the NCDWR when all work included in the 401 Certification has been completed. [15A NCAC 02H.0502(f)]
19. Native riparian vegetation must be reestablished in the riparian areas within the construction limits of the project by the end of the growing season following completion of construction. [15A NCAC 02B.0506(b)(2)]
20. There shall be no excavation from, or waste disposal into, jurisdictional wetlands or waters associated with this permit without appropriate modification. Should waste or borrow sites, or access roads to waste or borrow sites, be located in wetlands or streams, compensatory mitigation will be required since that is a direct impact from road construction activities. [15A NCAC 02H.0506(b)(3) and (c)(3)]
21. Erosion and sediment control practices must be in full compliance with all specifications governing the proper design, installation and operation and maintenance of such Best Management Practices in order to protect surface waters standards [15A NCAC 02H.0506(b)(3) and (c)(3)]:
  - a. The erosion and sediment control measures for the project must be designed, installed, operated, and maintained in accordance with the most recent version of the *North Carolina Sediment and Erosion Control Planning and Design Manual*.



- b. The design, installation, operation, and maintenance of the sediment and erosion control measures must be such that they equal, or exceed, the requirements specified in the most recent version of the *North Carolina Sediment and Erosion Control Manual*. The devices shall be maintained on all construction sites, borrow sites, and waste pile (spoil) projects, including contractor-owned or leased borrow pits associated with the project.
- c. For borrow pit sites, the erosion and sediment control measures must be designed, installed, operated, and maintained in accordance with the most recent version of the *North Carolina Surface Mining Manual*.
- d. The reclamation measures and implementation must comply with the reclamation in accordance with the requirements of the Sedimentation Pollution Control Act.

22. Sediment and erosion control measures shall not be placed in wetlands or waters unless otherwise approved by this Certification. [15A NCAC 02H.0506(b)(3) and (c)(3)]

Violations of any condition herein set forth may result in revocation of this Certification and may result in criminal and/or civil penalties. This Certification shall become null and void unless the above conditions are made conditions of the Federal 404 and/or Coastal Area Management Act Permit. This Certification shall expire upon the expiration of the 404 or CAMA permit.

This approval and its conditions are final and binding unless contested [G.S. 143-215.5]. Please be aware that impacting waters without first applying for and securing the issuance of a 401 Water Quality Certification violates Title 15A of the North Carolina Administrative Code (NCAC) 2H .0500. Title 15A NCAC 2H .0500 requires certifications pursuant to Section 401 of the Clean Water Act whenever construction or operation of facilities will result in a discharge into navigable waters, including wetlands, as described in 33 Code of Federal Regulations (CFR) Part 323. It also states any person desiring issuance of the State certification or coverage under a general certification required by Section 401 of the Federal Water Pollution Control Act shall file with the Director of the North Carolina Division of Water Quality. Pursuant to G.S. 143-215.6A, these violations and any future violations are subject to a civil penalty assessment of up to a maximum of \$25,000.00 per day for each violation.

This Certification can be contested as provided in Chapter 150B of the North Carolina General Statutes by filing a Petition for a Contested Case Hearing (Petition) with the North Carolina Office of Administrative Hearings (OAH) within sixty (60) calendar days. Requirements for filing a Petition are set forth in Chapter 150B of the North Carolina General Statutes and Title 26 of the North Carolina Administrative Code. Additional information regarding requirements for filing a Petition and Petition forms may be accessed at <http://www.ncoah.com/> or by calling the OAH Clerk's Office at (919) 431-3000.

A party filing a Petition must serve a copy of the Petition on:

William F. Lane, General Counsel  
Department of Environmental Quality  
1601 Mail Service Center  
Raleigh, NC 27699-1601



If the party filing the Petition is not the permittee, then the party must also serve the recipient of the Certification in accordance with N.C.G.S 150B-23(a).

This the 29th day of November, 2022

DIVISION OF WATER RESOURCES

DocuSigned by:  
*Amy Chapman*  
9C9886312DCD474...

Richard E. Rogers, Jr., Director

WQC No. 005264



# North Carolina Department of Transportation

**Letting ID:** L250826N  
08/26/2025 02:00:00 PM

**Contract ID:** DN01112  
**Call:** 002

Line Number	Item Number	Quantity	Unit	Unit Price	Extension Price
Section 0001 ROADWAY ITEMS					
0001	0000100000-N MOBILIZATION	1.000	LS	\$190,000.0000	\$190,000.00
0002	0000400000-N CONSTRUCTION SURVEYING	1.000	LS	\$49,900.0000	\$49,900.00
0003	0008000000-E SUPPLEMENTARY CLEARING & GRUBBING	0.100	ACR	\$100.0000	\$10.00
0004	0043000000-N GRADING	1.000	LS	\$800,000.0000	\$800,000.00
0005	0057000000-E UNDERCUT EXCAVATION	1900.000	CY	\$10.0000	\$19,000.00
0006	0134000000-E DRAINAGE DITCH EXCAVATION	90.000	CY	\$20.0000	\$1,800.00
0007	0195000000-E SELECT GRANULAR MATERIAL	1900.000	CY	\$10.0000	\$19,000.00
0008	0196000000-E GEOTEXTILE FOR SOIL STABILIZATION	1900.000	SY	\$4.0000	\$7,600.00
0009	0199000000-E TEMPORARY SHORING	2100.000	SF	\$80.0000	\$168,000.00
0010	0223000000-E ROCK PLATING	510.000	SY	\$125.0000	\$63,750.00
0011	0248000000-N GENERIC GRADING ITEM TYPE 1A BRIDGE APPROACH FILL, STATION 20+97.50 -L-	1.000	LS	\$50,000.0000	\$50,000.00
0012	0318000000-E FOUNDATION CONDITIONING MATERIAL, MINOR STRUCTURES	50.000	TON	\$1.0000	\$50.00
0013	0321000000-E FOUNDATION CONDITIONING GEOTEXTILE	140.000	SY	\$1.0000	\$140.00
0014	0335200000-E 15" DRAINAGE PIPE	44.000	LF	\$100.0000	\$4,400.00
0015	0343000000-E 15" SIDE DRAIN PIPE	108.000	LF	\$100.0000	\$10,800.00
0016	0366000000-E 15" RC PIPE CULVERTS, CLASS III	72.000	LF	\$110.0000	\$7,920.00
0017	0576000000-E **" CS PIPE CULVERTS, ***** THICK (84" CS PIPE CULVERTS 0.138" THICK)	96.000	LF	\$1,000.0000	\$96,000.00
0018	0582000000-E 15" CS PIPE CULVERTS, 0.064" THICK	96.000	LF	\$110.0000	\$10,560.00
0019	0995000000-E PIPE REMOVAL	230.000	LF	\$10.0000	\$2,300.00
0020	1121000000-E AGGREGATE BASE COURSE	2300.000	TON	\$50.0000	\$115,000.00
0021	1220000000-E INCIDENTAL STONE BASE	300.000	TON	\$50.0000	\$15,000.00
0022	1330000000-E INCIDENTAL MILLING	250.000	SY	\$20.0000	\$5,000.00
0023	1491000000-E ASPHALT CONC BASE COURSE, TYPE B25.0C	793.000	TON	\$150.0000	\$118,950.00

0024	1503000000-E	764.000 TON	\$150.0000	\$114,600.00
	ASPHALT CONC INTERMEDIATE COURSE, TYPE I19.0C			
0025	1519000000-E	1306.000 TON	\$150.0000	\$195,900.00
	ASPHALT CONC SURFACE COURSE, TYPE S9.5B			
0026	1575000000-E	160.000 TON	\$670.0000	\$107,200.00
	ASPHALT BINDER FOR PLANT MIX			
0027	2199000000-E	954.000 SF	\$175.0000	\$166,950.00
	SANDBAG HEADWALLS			
0028	2286000000-N	4.000 EA	\$3,100.0000	\$12,400.00
	MASONRY DRAINAGE STRUCTURES			
0029	2367000000-N	4.000 EA	\$1,500.0000	\$6,000.00
	FRAME WITH TWO GRATES, STD 840.29			
0030	2556000000-E	232.000 LF	\$80.0000	\$18,560.00
	SHOULDER BERM GUTTER			
0031	3030000000-E	812.500 LF	\$23.5000	\$19,093.75
	STEEL BEAM GUARDRAIL			
0032	3150000000-N	10.000 EA	\$11.0000	\$110.00
	ADDITIONAL GUARDRAIL POSTS			
0033	3215000000-N	4.000 EA	\$2,250.0000	\$9,000.00
	GUARDRAIL ANCHOR UNITS, TYPE III			
0034	3287000000-N	4.000 EA	\$3,250.0000	\$13,000.00
	GUARDRAIL END UNITS, TYPE TL-3			
0035	3380000000-E	1025.000 LF	\$8.0000	\$8,200.00
	TEMPORARY STEEL BEAM GUARDRAIL			
0036	3387000000-N	4.000 EA	\$850.0000	\$3,400.00
	TEMPORARY GUARDRAIL ANCHOR UNITS, TYPE ***** (TEMPORARY GUARDRAIL ANCHOR UNITS, TYPE B-77)			
0037	3389150000-N	4.000 EA	\$2,000.0000	\$8,000.00
	TEMPORARY GUARDRAIL END UNITS, TYPE ***** (TEMPORARY GUARDRAIL END UNITS, TYPE TL-2)			
0038	3566000000-E	4465.000 LF	\$8.2500	\$36,836.25
	WOVEN WIRE FENCE RESET			
0039	3569000000-E	385.000 LF	\$9.0000	\$3,465.00
	BARBED WIRE FENCE RESET			
0040	3649000000-E	80.000 TON	\$100.0000	\$8,000.00
	RIP RAP, CLASS B			
0041	3656000000-E	650.000 SY	\$4.0000	\$2,600.00
	GEOTEXTILE FOR DRAINAGE			
0042	4072000000-E	65.000 LF	\$7.5000	\$487.50
	SUPPORTS, 3-LB STEEL U-CHANNEL			
0043	4102000000-N	8.000 EA	\$95.0000	\$760.00
	SIGN ERECTION, TYPE E			
0044	4155000000-N	6.000 EA	\$20.0000	\$120.00
	DISPOSAL OF SIGN SYSTEM, U-CHANNEL			
0045	4400000000-E	248.000 SF	\$7.0000	\$1,736.00
	WORK ZONE SIGNS (STATIONARY)			
0046	4405000000-E	96.000 SF	\$8.5000	\$816.00
	WORK ZONE SIGNS (PORTABLE)			
0047	4410000000-E	56.000 SF	\$7.0000	\$392.00

WORK ZONE SIGNS (BARRICADE MOUNTED)

0048	4420000000-N	2.000 EA	\$8,350.0000	\$16,700.00
	PORTABLE CHANGEABLE MESSAGE SIGN			
0049	4430000000-N	100.000 EA	\$100.0000	\$10,000.00
	DRUMS			
0050	4435000000-N	50.000 EA	\$100.0000	\$5,000.00
	CONES			
0051	4445000000-E	48.000 LF	\$26.0000	\$1,248.00
	BARRICADES (TYPE III)			
0052	4455000000-N	30.000 DAY	\$500.0000	\$15,000.00
	FLAGGER			
0053	4465000000-N	1.000 EA	\$6,500.0000	\$6,500.00
	TEMPORARY CRASH CUSHIONS			
0054	4485000000-E	675.000 LF	\$55.0000	\$37,125.00
	PORTABLE CONCRETE BARRIER			
0055	4490000000-E	200.000 LF	\$95.0000	\$19,000.00
	PORTABLE CONCRETE BARRIER (ANCHORED)			
0056	4510000000-N	16.000 HR	\$75.0000	\$1,200.00
	LAW ENFORCEMENT			
0057	4516000000-N	50.000 EA	\$100.0000	\$5,000.00
	SKINNY DRUM			
0058	4650000000-N	80.000 EA	\$14.0000	\$1,120.00
	TEMPORARY RAISED PAVEMENT MARKERS			
0059	4685000000-E	5600.000 LF	\$1.6000	\$8,960.00
	THERMOPLASTIC PAVEMENT MARKING LINES (4", 90 MILS)			
0060	4709000000-E	50.000 LF	\$15.0000	\$750.00
	THERMOPLASTIC PAVEMENT MARKING LINES (24", 90 MILS)			
0061	4720000000-E	6.000 EA	\$200.0000	\$1,200.00
	THERMOPLASTIC PAVEMENT MARKING CHARACTER (90 MILS)			
0062	4810000000-E	11356.000 LF	\$0.4200	\$4,769.52
	PAINT PAVEMENT MARKING LINES (4")			
0063	4835000000-E	100.000 LF	\$4.7500	\$475.00
	PAINT PAVEMENT MARKING LINES (24")			
0064	4840000000-N	12.000 EA	\$75.0000	\$900.00
	PAINT PAVEMENT MARKING CHARACTER			
0065	4850000000-E	5940.000 LF	\$0.7500	\$4,455.00
	REMOVAL OF PAVEMENT MARKING LINES (4")			
0066	4895000000-N	25.000 EA	\$175.0000	\$4,375.00
	GENERIC PAVEMENT MARKING ITEM INLAID RAISED PAVEMENT MARKERS			
0067	6000000000-E	700.000 LF	\$3.5000	\$2,450.00
	TEMPORARY SILT FENCE			
0068	6006000000-E	115.000 TON	\$50.0000	\$5,750.00
	STONE FOR EROSION CONTROL, CLASS A			
0069	6009000000-E	155.000 TON	\$50.0000	\$7,750.00
	STONE FOR EROSION CONTROL, CLASS B			
0070	6012000000-E	200.000 TON	\$50.0000	\$10,000.00
	SEDIMENT CONTROL STONE			
0071	6015000000-E	4.000 ACR	\$1,600.0000	\$6,400.00
	TEMPORARY MULCHING			

0072	6018000000-E	300.000 LB	\$6.0000	\$1,800.00
	SEED FOR TEMPORARY SEEDING			
0073	6021000000-E	1.500 TON	\$1,900.0000	\$2,850.00
	FERTILIZER FOR TEMPORARY SEEDING			
0074	6024000000-E	200.000 LF	\$10.0000	\$2,000.00
	TEMPORARY SLOPE DRAINS			
0075	6029000000-E	260.000 LF	\$3.0000	\$780.00
	SAFETY FENCE			
0076	6030000000-E	270.000 CY	\$30.0000	\$8,100.00
	SILT EXCAVATION			
0077	6036000000-E	15205.000 SY	\$1.9500	\$29,649.75
	MATTING FOR EROSION CONTROL			
0078	6037000000-E	250.000 SY	\$4.0000	\$1,000.00
	COIR FIBER MAT			
0079	6042000000-E	400.000 LF	\$8.0000	\$3,200.00
	1/4" HARDWARE CLOTH			
0080	6070000000-N	4.000 EA	\$1,500.0000	\$6,000.00
	SPECIAL STILLING BASINS			
0081	6071002000-E	20.000 LB	\$15.0000	\$300.00
	FLOCCULANT			
0082	6071012000-E	50.000 LF	\$10.0000	\$500.00
	COIR FIBER WATTLE			
0083	6084000000-E	6.000 ACR	\$2,400.0000	\$14,400.00
	SEEDING & MULCHING			
0084	6087000000-E	3.000 ACR	\$300.0000	\$900.00
	MOWING			
0085	6090000000-E	50.000 LB	\$8.0000	\$400.00
	SEED FOR REPAIR SEEDING			
0086	6093000000-E	0.250 TON	\$2,100.0000	\$525.00
	FERTILIZER FOR REPAIR SEEDING			
0087	6096000000-E	100.000 LB	\$6.0000	\$600.00
	SEED FOR SUPPLEMENTAL SEEDING			
0088	6108000000-E	3.000 TON	\$1,800.0000	\$5,400.00
	FERTILIZER TOPDRESSING			
0089	6111000000-E	380.000 LF	\$150.0000	\$57,000.00
	IMPERVIOUS DIKE			
0090	6114500000-N	10.000 MHR	\$75.0000	\$750.00
	SPECIALIZED HAND MOWING			
0091	6117000000-N	13.000 EA	\$200.0000	\$2,600.00
	RESPONSE FOR EROSION CONTROL			
0092	6117500000-N	1.000 EA	\$1,500.0000	\$1,500.00
	CONCRETE WASHOUT STRUCTURE			
0093	6123000000-E	0.200 ACR	\$1,600.0000	\$320.00
	REFORESTATION			
0094	6126000000-E	0.100 ACR	\$7,000.0000	\$700.00
	STREAMBANK REFORESTATION			
0095	6132000000-N	3.000 EA	\$1,000.0000	\$3,000.00
	GENERIC EROSION CONTROL ITEM PREFABRICATED CONCRETE WASHOUT			

Section 0001 Total \$2,813,208.77

Section 0004  
 STRUCTURE ITEMS

0096	8035000000-N	1.000 LS	\$175,000.0000	\$175,000.00
	REMOVAL OF EXISTING STRUCTURE AT STATION ***** (20+97.50 -L-)			
0097	8065000000-N	1.000 LS	\$1,500.0000	\$1,500.00
	ASBESTOS ASSESSMENT			
0098	8105540000-E	76.000 LF	\$1,400.0000	\$106,400.00
	3'-6" DIA DRILLED PIERS IN SOIL			
0099	8111400000-E	41.000 LF	\$226.8000	\$9,298.80
	PERMANENT STEEL CASING FOR 3'-6" DIA DRILLED PIER			
0100	8113000000-N	1.000 EA	\$1,000.0000	\$1,000.00
	SID INSPECTIONS			
0101	8115000000-N	1.000 EA	\$2,500.0000	\$2,500.00
	CSL TESTING			
0102	8121000000-N	1.000 LS	\$6,000.0000	\$6,000.00
	UNCLASSIFIED STRUCTURE EXCAVATION AT STATION ***** (20+97.50 -L-)			
0103	8147000000-E	3328.000 SF	\$80.0000	\$266,240.00
	REINFORCED CONCRETE DECK SLAB			
0104	8161000000-E	3539.000 SF	\$1.8500	\$6,547.15
	GROOVING BRIDGE FLOORS			
0105	8182000000-E	84.400 CY	\$1,400.0000	\$118,160.00
	CLASS A CONCRETE (BRIDGE)			
0106	8210000000-N	1.000 LS	\$50,000.0000	\$50,000.00
	BRIDGE APPROACH SLABS, STATION ***** (20+97.50 -L-)			
0107	8217000000-E	16744.000 LB	\$2.2500	\$37,674.00
	REINFORCING STEEL (BRIDGE)			
0108	8238000000-E	2083.000 LB	\$4.0000	\$8,332.00
	SPIRAL COLUMN REINFORCING STEEL (BRIDGE)			
0109	8259000000-E	335.500 LF	\$400.0000	\$134,200.00
	36" PRESTRESSED CONCRETE GIRDERS			
0110	8328200000-E	10.000 EA	\$2,000.0000	\$20,000.00
	PILE DRIVING EQUIPMENT SETUP FOR *** STEEL PILES (10 HP 12X53 PILES )			
0111	8364000000-E	480.000 LF	\$40.0000	\$19,200.00
	HP 12 X 53 STEEL PILES			
0112	8505000000-E	170.540 LF	\$225.0000	\$38,371.50
	VERTICAL CONCRETE BARRIER RAIL			
0113	8608000000-E	260.000 TON	\$100.0000	\$26,000.00
	RIP RAP CLASS II (2'-0" THICK)			
0114	8622000000-E	288.000 SY	\$4.0000	\$1,152.00
	GEOTEXTILE FOR DRAINAGE			
0115	8657000000-N	1.000 LS	\$16,000.0000	\$16,000.00
	ELASTOMERIC BEARINGS			

Section 0004 Total \$1,043,575.45

Item Total

\$3,856,784.22

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**ELECTRONIC BID SUBMISSION**

By submitting this bid electronically, I hereby acknowledge that all requirements included in the hard copy proposal, addendum, amendments, plans, standard specifications, supplemental specifications and special provisions are part of the bid and contract. Further, I acknowledge that I have read, understand, accept, acknowledge and agree to comply with all statements in this electronic bid.

=====

**NON-COLLUSION, DEBARMENT AND GIFT BAN CERTIFICATION**

The prequalified bidder declares (or certifies, verifies, or states) under penalty of perjury under the laws of the United States that neither he, nor any official, agent or employee has entered into any agreement, participated in any collusion, or otherwise taken any action which is in restraint of free competitive bidding in connection with any bid or contract, that the prequalified bidder has not been convicted of violating N.C.G.S. §133-24 within the last three years, and that the prequalified bidder intends to do the work with his own bonafide employees or subcontractors and will not bid for the benefit of another contractor.

By submitting this non-collusion, debarment and gift ban certification, the Contractor is attesting his status under penalty of perjury under the laws of the United States in accordance with the Debarment Certification attached, provided that the Debarment Certification also includes any required statements concerning exceptions that are applicable.

N.C.G.S. §133-32 and Executive Order 24 prohibit the offer to, or acceptance by, any State Employee of any gift from anyone with a contract with the State, or from any person seeking to do business with the State. By execution of any response in this procurement, you attest, for your entire organization and its employees or agents, that you are not aware that any such gift has been offered, accepted, or promised by any employees of your organization.

**DEBARMENT CERTIFICATION OF PREQUALIFIED BIDDER**

Conditions for certification:

1. The prequalified bidder shall provide immediate written notice to the Department if at any time the bidder learns that his certification was erroneous when he submitted his debarment certification or explanation that is file with the Department, or has become erroneous because of changed circumstances.
2. The terms covered transaction, debarred, suspended, ineligible, lower tier

covered transaction, participant, person, primary covered transaction, principal, proposal, and voluntarily excluded, as used in this provision, have the meanings set out in the Definitions and Coverage sections of the rules implementing Executive Order 12549. A copy of the Federal Rules requiring this certification and detailing the definitions and coverages may be obtained from the Contract Officer of the Department.

3. The prequalified bidder agrees by submitting this form, that he will not knowingly enter into any lower tier covered transaction with a person who is debarred, suspended, declared ineligible, or voluntarily excluded from participation in NCDOT contracts, unless authorized by the Department.

4. For Federal Aid projects, the prequalified bidder further agrees that by submitting this form he will include the Federal- Aid Provision titled Required Contract Provisions Federal-Aid Construction Contract (Form FHWA PR 1273) provided by the Department, without subsequent modification, in all lower tier covered transactions.

5. The prequalified bidder may rely upon a certification of a participant in a lower tier covered transaction that he is not debarred, suspended, ineligible, or voluntarily excluded from the covered transaction, unless he knows that the certification is erroneous. The bidder may decide the method and frequency by which he will determine the eligibility of his subcontractors.

6. Nothing contained in the foregoing shall be construed to require establishment of a system of records in order to render in good faith the certification required by this provision. The knowledge and information of a participant is not required to exceed that which is normally possessed by a prudent person in the ordinary course of business dealings.

7. Except as authorized in paragraph 6 herein, the Department may terminate any contract if the bidder knowingly enters into a lower tier covered transaction with a person who is suspended, debarred, ineligible, or voluntarily excluded from participation in this transaction, in addition to other remedies available by the Federal Government.

#### **DEBARMENT CERTIFICATION**

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

a. Are not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from covered transactions by any Federal department or agency;

b. Have not within a three-year period preceding this proposal been convicted of or had a civil judgment rendered against them for commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (Federal, State or local) transaction or contract under a public transaction; violation of Federal or State antitrust statutes or

commission of embezzlement, theft, forgery, bribery, falsification or destruction of records; making false statements; or receiving stolen property;

c. Are not presently indicted for or otherwise criminally or civilly charged by a governmental entity (Federal, State or local) with commission of any of the offenses enumerated in paragraph b. of this certification; and

d. Have not within a three-year period preceding this proposal had one or more public transactions (Federal, State or local) terminated for cause or default.

e. Will submit a revised Debarment Certification immediately if his status changes and will show in his bid proposal an explanation for the change in status.

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

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

**EXPLANATION:**

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### Award Limits on Multiple Projects

By answering YES to this statement, the bidder acknowledges that they are using the award limits on multiple projects? **Yes**  **No**

A bidder who desires to bid on more than one project on which bids are to be opened on the same date, and who also desires to avoid receiving an award of more projects than he is equipped to handle, may bid on any number of projects but may limit the total amount of work awarded to him on selected projects by completing the AWARD LIMITS ON MULTIPLE PROJECTS.

The Award Limits on Multiple Projects must be filled in on each project bid for which the Bidder desires protection.

It is the desire of the Bidder to be awarded contracts, the value of which will not exceed a total of     for those projects indicated herein, for which bids will be opened on     (MM/DD/YY)

The Award Limits shall apply to the following projects:

Contract Number  
County

Contract Number  
County

Contract Number  
County

Contract Number  
County

Contract Number  
County

Contract Number  
County

It is agreed that if I am (we are) the low Bidder(s) on indicated projects, the total value of which is more than the above stipulated award limits, the Board of Transportation will award me (us) projects from among those indicated

that have a total value not to exceed the award limit and will result in the lowest total bids to the Department of Transportation.

## DBE List Summary

Project: STATE FUNDED  
Bid Total: 3,856,784.22

Bidder ID: 18313  
Business Name: Kemp Sigmon Construction Co.,  
Inc.

Goal: 2.00% (77,135.68)  
Total Entered: 3.00% (115,594.75)

<b>ID</b>	<b>Name</b>	<b>Supp?/Dist?</b>	<b>Item Count</b>	<b>Amount</b>	<b>Is Complete?</b>
3792	SOUTH EAST GROUP PA	No	1	49,900.00	True
2759	SUPERIOR SEEDING INC	No	14	65,694.75	True

Name: SOUTH EAST GROUP PA ID: 3792

Address: 1500 ANGELA COURT LINCOLNTON, NC 28092

Used As: SubContractor DBE Items Total:\$49,900.00

**Items for SOUTH EAST GROUP PA**

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0001					
ROADWAY ITEMS					
0002	0000400000-N	1.000 LS	\$49,900.0000	\$49,900.00	
	CONSTRUCTION SURVEYING				
Section 0001 Total				\$49,900.00	
Item Total				\$49,900.00	

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Name: SUPERIOR SEEDING INC ID: 2759

Address: P.O. Box 12642 GASTONIA, NC 28052

Used As: SubContractor DBE Items Total:\$65,694.75

**Items for SUPERIOR SEEDING INC**

0001 ROADWAY ITEMS					
0071	6015000000-E	4.000	ACR	\$1,600.0000	\$6,400.00
	TEMPORARY MULCHING				
0072	6018000000-E	300.000	LB	\$6.0000	\$1,800.00
	SEED FOR TEMPORARY SEEDING				
0073	6021000000-E	1.500	TON	\$1,900.0000	\$2,850.00
	FERTILIZER FOR TEMPORARY SEEDING				
0077	6036000000-E	15205.000	SY	\$1.9500	\$29,649.75
	MATTING FOR EROSION CONTROL				
0078	6037000000-E	250.000	SY	\$4.0000	\$1,000.00
	COIR FIBER MAT				
0083	6084000000-E	6.000	ACR	\$2,400.0000	\$14,400.00
	SEEDING & MULCHING				
0084	6087000000-E	3.000	ACR	\$300.0000	\$900.00
	MOWING				
0085	6090000000-E	50.000	LB	\$8.0000	\$400.00
	SEED FOR REPAIR SEEDING				
0086	6093000000-E	0.250	TON	\$2,100.0000	\$525.00
	FERTILIZER FOR REPAIR SEEDING				
0087	6096000000-E	100.000	LB	\$6.0000	\$600.00
	SEED FOR SUPPLEMENTAL SEEDING				
0088	6108000000-E	3.000	TON	\$1,800.0000	\$5,400.00
	FERTILIZER TOPDRESSING				
0090	6114500000-N	10.000	MHR	\$75.0000	\$750.00
	SPECIALIZED HAND MOWING				
0093	6123000000-E	0.200	ACR	\$1,600.0000	\$320.00
	REFORESTATION				
0094	6126000000-E	0.100	ACR	\$7,000.0000	\$700.00
	STREAMBANK REFORESTATION				
Section 0001 Total					\$65,694.75
Item Total					\$65,694.75

THIS PROPOSAL CONTAINS THE FOLLOWING ERRORS/WARNINGS (IF ANY)

This Bid contains 0 amendment files

**Electronic Bid Submission**

By submitting this bid electronically, I hereby acknowledge that all requirements included in the hard copy proposal, addendum, amendments, plans, standard specifications, supplemental specifications and special provisions are part of the bid and contract. Further, I acknowledge that I have read, understand, accept, acknowledge and agree to comply with all statements in this electronic bid.

I hereby certify that I have the authority to submit this bid.

Signature \_\_\_\_\_

Agency \_\_\_\_\_

Date \_\_\_\_\_

Signature \_\_\_\_\_

Agency \_\_\_\_\_

Date \_\_\_\_\_

Signature \_\_\_\_\_

Agency \_\_\_\_\_

Date \_\_\_\_\_

## Attachments

Failure to complete and attach the Fuel Usage Factor Adjustment Form will result in using 2.90 gallons per ton as the Fuel Usage Factor for Diesel for the asphalt items included on the form. The contractor will not be permitted to change the option after the bids are submitted.

NOTE: The maximum upload limit is 5 MB.

Verify



STATE OF NORTH CAROLINA  
DEPARTMENT OF TRANSPORTATION

LETTER OF INTENT TO PERFORM AS A SUBCONTRACTOR

CONTRACT:  
**DN01112**

NAME OF BIDDER:  
**Kemp Sigmon Construction Co., Inc.**

The undersigned intends to perform work in connection with the above contract upon execution of the bid and subsequent award of contract by the Board of Transportation as:

Name of MBE/WBE/DBE Subcontractor South East Group PA  
Address 1500 Angela Ct  
City Lincolnton State NC Zip 28092

Please check all that apply:

Minority Business Enterprise (MBE)

Women Business Enterprise (WBE)

Disadvantaged Business Enterprise (DBE)

The MBE /WBE /DBE status of the above named subcontractor is certified by the North Carolina Department of Transportation. The above named subcontractor is prepared to perform the described work listed on the attached MBE/WBE/DBE Commitment Items sheet, in connection with the above contract upon execution of the bid and subsequent award of contract by the Board of Transportation. The above named subcontractor is prepared to perform the described work at the estimated Commitment Total for Subcontractor Price identified on the MBE/WBE/DBE Commitment Items sheet and amount indicated below.

Commitment Total based on estimated Unit Prices and Quantities on the "attached" MBE/WBE/DBE Commitment Items sheet. Amount \$ 49,900

The above named bidder and subcontractor mutually accepts the Commitment Total estimated for the Unit Prices and Quantities. This commitment total is based on estimated quantities only and most likely will vary up or down as the project is completed. Final compensation will be based on actual quantities of work performed and accepted during the pursuance of work. The above listed amount represents the entire dollar amount quoted based on these estimated quantities. No conversations, verbal agreements, and/or other forms of non-written representations shall serve to add, delete, or modify the terms as stated.

This document shall not serve in any manner as an actual subcontract between the two parties. A separate subcontractor agreement will describe in detail the contractual obligations of the bidder and the MBE/WBE/DBE subcontractor.

**Affirmation**

The above named MBE/ WBE/ DBE subcontractor affirms that it will perform the portion(s) of the contract for the estimated dollar value as stated above.

**South East Group PA**

**Kemp Sigmon Construction Co., Inc.**

Name of MBE/ WBE/ DBE Subcontractor

Name of Bidder

*V. J. Cam* President  
Signature / Title

*Tyler Sigmon* President  
Signature / Title

8/27/25

8/27/25

Date

Date



**STATE OF NORTH CAROLINA  
DEPARTMENT OF TRANSPORTATION**

LETTER OF INTENT TO PERFORM AS A SUBCONTRACTOR

**CONTRACT:  
DN01112**

**NAME OF BIDDER:  
Kemp Sigmon Construction Co., Inc.**

The undersigned intends to perform work in connection with the above contract upon execution of the bid and subsequent award of contract by the Board of Transportation as:

Name of MBE/WBE/DBE Subcontractor Superior Seeding

Address PO Box 12642

City GASTONIA State NC Zip 28052

Please check all that apply:

Minority Business Enterprise (MBE)

Women Business Enterprise (WBE)

Disadvantaged Business Enterprise (DBE)

The MBE /WBE /DBE status of the above named subcontractor is certified by the North Carolina Department of Transportation. The above named subcontractor is prepared to perform the described work listed on the attached MBE/WBE/DBE Commitment Items sheet, in connection with the above contract upon execution of the bid and subsequent award of contract by the Board of Transportation. The above named subcontractor is prepared to perform the described work at the estimated Commitment Total for Subcontractor Price identified on the MBE/WBE/DBE Commitment Items sheet and amount indicated below.

Commitment Total based on estimated Unit Prices and Quantities on the "attached" MBE/WBE/DBE Commitment Items sheet. Amount \$ 65,694.75

The above named bidder and subcontractor mutually accepts the Commitment Total estimated for the Unit Prices and Quantities. This commitment total is based on estimated quantities only and most likely will vary up or down as the project is completed. Final compensation will be based on actual quantities of work performed and accepted during the pursuance of work. The above listed amount represents the entire dollar amount quoted based on these estimated quantities. No conversations, verbal agreements, and/or other forms of non-written representations shall serve to add, delete, or modify the terms as stated.

This document shall not serve in any manner as an actual subcontract between the two parties. A separate subcontractor agreement will describe in detail the contractual obligations of the bidder and the MBE/WBE/DBE subcontractor.

**Affirmation**

The above named MBE/ WBE/ DBE subcontractor affirms that it will perform the portion(s) of the contract for the estimated dollar value as stated above.

**Superior Seeding**

**Kemp Sigmon Construction Co., Inc.**

**Name of MBE/ WBE/ DBE Subcontractor**

**Name of Bidder**

[Signature] - VP

Tyler Sigmon President

**Signature / Title**

**Signature / Title**

8-27-25

8/27/25

**Date**

**Date**

**EXECUTION OF CONTRACT  
NON-COLLUSION, DEBARMENT AND GIFT BAN CERTIFICATION  
CORPORATION**

The Contractor declares (or certifies, verifies, or states) under penalty of perjury under the laws of the United States that neither he, nor any official, agent or employee has entered into any agreement, participated in any collusion, or otherwise taken any action which is in restraint of free competitive bidding in connection with this Contract, that the Contractor has not been convicted of violating *N.C.G.S. § 133-24* within the last three years, and that the Contractor intends to do the work with its own bona fide employees or subcontractors and did not bid for the benefit of another contractor.

By submitting this Execution of Contract, non-collusion, debarment and gift ban certification, the Contractor is certifying his status under penalty of perjury under the laws of the United States in accordance with the Debarment Certification attached, provided that the Debarment Certification also includes any required statements concerning exceptions that are applicable.

*N.C.G.S. § 133-32* and Executive Order 24 prohibit the offer to, or acceptance by, any State Employee of any gift from anyone with a contract with the State, or from any person seeking to do business with the State. By execution of any response in this procurement, you attest, for your entire organization and its employees or agents, that you are not aware that any such gift has been offered, accepted, or promised by any employees of your organization.

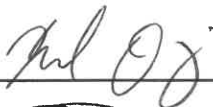
**SIGNATURE OF CONTRACTOR**

**Kemp Sigmon Construction Co.**

\_\_\_\_\_  
Full name of Corporation

**P.O. Box 1210 Claremont, NC 28610**

\_\_\_\_\_  
Address as prequalified

Attest 

Signature of Secretary, Assistant Secretary  
*Select appropriate title*

Kelsey Sigmon

\_\_\_\_\_  
Print or type Signer's name

By 

Signature of President, Vice President Assistant Vice President  
*Select appropriate title*

Tyler Sigmon

\_\_\_\_\_  
Print or type Signer's name



## DEBARMENT CERTIFICATION

Conditions for certification:

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

## DEBARMENT CERTIFICATION

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

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

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

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

Check here if an explanation is attached to this certification.

Line #	ItemNumber	Sec #	Description	Quantity Unit	Unit Bid Price	Amount Bid
<b>ROADWAY ITEMS</b>						
0001	0000100000-N	800	MOBILIZATION	LUMP SUM	190,000.00	190,000.00
0002	0000400000-N	801	CONSTRUCTION SURVEYING	LUMP SUM	49,900.00	49,900.00
0003	0008000000-E	200	SUPPLEMENTARY CLEARING & GRUBBING	0.1 ACR	100.00	10.00
0004	0043000000-N	226	GRADING	LUMP SUM	800,000.00	800,000.00
0005	0057000000-E	226	UNDERCUT EXCAVATION	1,900 CY	10.00	19,000.00
0006	0134000000-E	240	DRAINAGE DITCH EXCAVATION	90 CY	20.00	1,800.00
0007	0195000000-E	265	SELECT GRANULAR MATERIAL	1,900 CY	10.00	19,000.00
0008	0196000000-E	270	GEOTEXTILE FOR SOIL STABILIZATION	1,900 SY	4.00	7,600.00
0009	0199000000-E	SP	TEMPORARY SHORING	2,100 SF	80.00	168,000.00
0010	0223000000-E	275	ROCK PLATING	510 SY	125.00	63,750.00
0011	0248000000-N	SP	GENERIC GRADING ITEM TYPE 1A BRIDGE APPROACH FILL, STATION 20+97.50 -L-	LUMP SUM	50,000.00	50,000.00
0012	0318000000-E	300	FOUNDATION CONDITIONING MATERIAL, MINOR STRUCTURES	50 TON	1.00	50.00
0013	0321000000-E	300	FOUNDATION CONDITIONING GEOTEXTILE	140 SY	1.00	140.00
0014	0335200000-E	305	15" DRAINAGE PIPE	44 LF	100.00	4,400.00
0015	0343000000-E	310	15" SIDE DRAIN PIPE	108 LF	100.00	10,800.00
0016	0366000000-E	310	15" RC PIPE CULVERTS, CLASS III	72 LF	110.00	7,920.00
0017	0576000000-E	310	*** CS PIPE CULVERTS, ***** THICK (84" CS PIPE CULVERTS 0.138" THICK)	96 LF	1,000.00	96,000.00
0018	0582000000-E	310	15" CS PIPE CULVERTS, 0.064" THICK	96 LF	110.00	10,560.00
0019	0995000000-E	340	PIPE REMOVAL	230 LF	10.00	2,300.00
0020	1121000000-E	520	AGGREGATE BASE COURSE	2,300 TON	50.00	115,000.00
0021	1220000000-E	545	INCIDENTAL STONE BASE	300 TON	50.00	15,000.00
0022	1330000000-E	607	INCIDENTAL MILLING	250 SY	20.00	5,000.00

Line #	ItemNumber	Sec #	Description	Quantity Unit	Unit Bid Price	Amount Bid
<b>ROADWAY ITEMS</b>						
0023	1491000000-E	610	ASPHALT CONC BASE COURSE, TYPE B25.0C	793 TON	150.00	118,950.00
0024	1503000000-E	610	ASPHALT CONC INTERMEDIATE COURSE, TYPE I19.0C	764 TON	150.00	114,600.00
0025	1519000000-E	610	ASPHALT CONC SURFACE COURSE, TYPE S9.5B	1,306 TON	150.00	195,900.00
0026	1575000000-E	620	ASPHALT BINDER FOR PLANT MIX	160 TON	670.00	107,200.00
0027	2199000000-E	SP	SANDBAG HEADWALLS	954 SF	175.00	166,950.00
0028	2286000000-N	840	MASONRY DRAINAGE STRUCTURES	4 EA	3,100.00	12,400.00
0029	2367000000-N	840	FRAME WITH TWO GRATES, STD 840.29	4 EA	1,500.00	6,000.00
0030	2556000000-E	846	SHOULDER BERM GUTTER	232 LF	80.00	18,560.00
0031	3030000000-E	862	STEEL BEAM GUARDRAIL	812.5 LF	23.50	19,093.75
0032	3150000000-N	862	ADDITIONAL GUARDRAIL POSTS	10 EA	11.00	110.00
0033	3215000000-N	862	GUARDRAIL ANCHOR UNITS, TYPE III	4 EA	2,250.00	9,000.00
0034	3287000000-N	862	GUARDRAIL END UNITS, TYPE TL-3	4 EA	3,250.00	13,000.00
0035	3380000000-E	862	TEMPORARY STEEL BEAM GUARDRAIL	1,025 LF	8.00	8,200.00
0036	3387000000-N	862	TEMPORARY GUARDRAIL ANCHOR UNITS, TYPE ***** (TEMPORARY GUARDRAIL ANCHOR UNITS, TYPE B-77)	4 EA	850.00	3,400.00
0037	3389150000-N	862	TEMPORARY GUARDRAIL END UNITS, TYPE ***** (TEMPORARY GUARDRAIL END UNITS, TYPE TL-2)	4 EA	2,000.00	8,000.00
0038	3566000000-E	867	WOVEN WIRE FENCE RESET	4,465 LF	8.25	36,836.25
0039	3569000000-E	867	BARBED WIRE FENCE RESET	385 LF	9.00	3,465.00
0040	3649000000-E	876	RIP RAP, CLASS B	80 TON	100.00	8,000.00
0041	3656000000-E	876	GEOTEXTILE FOR DRAINAGE	650 SY	4.00	2,600.00
0042	4072000000-E	903	SUPPORTS, 3-LB STEEL U-CHANNEL	65 LF	7.50	487.50
0043	4102000000-N	904	SIGN ERECTION, TYPE E	8 EA	95.00	760.00

Line #	ItemNumber	Sec #	Description	Quantity Unit	Unit Bid Price	Amount Bid
<b>ROADWAY ITEMS</b>						
0044	4155000000-N	907	DISPOSAL OF SIGN SYSTEM, U-CHANNEL	6 EA	20.00	120.00
0045	4400000000-E	1110	WORK ZONE SIGNS (STATIONARY)	248 SF	7.00	1,736.00
0046	4405000000-E	1110	WORK ZONE SIGNS (PORTABLE)	96 SF	8.50	816.00
0047	4410000000-E	1110	WORK ZONE SIGNS (BARRICADE MOUNTED)	56 SF	7.00	392.00
0048	4420000000-N	1120	PORTABLE CHANGEABLE MESSAGE SIGN	2 EA	8,350.00	16,700.00
0049	4430000000-N	1130	DRUMS	100 EA	100.00	10,000.00
0050	4435000000-N	1135	CONES	50 EA	100.00	5,000.00
0051	4445000000-E	1145	BARRICADES (TYPE III)	48 LF	26.00	1,248.00
0052	4455000000-N	1150	FLAGGER	30 DAY	500.00	15,000.00
0053	4465000000-N	1160	TEMPORARY CRASH CUSHIONS	1 EA	6,500.00	6,500.00
0054	4485000000-E	1170	PORTABLE CONCRETE BARRIER	675 LF	55.00	37,125.00
0055	4490000000-E	1170	PORTABLE CONCRETE BARRIER (ANCHORED)	200 LF	95.00	19,000.00
0056	4510000000-N	1190	LAW ENFORCEMENT	16 HR	75.00	1,200.00
0057	4516000000-N	1180	SKINNY DRUM	50 EA	100.00	5,000.00
0058	4650000000-N	1251	TEMPORARY RAISED PAVEMENT MARKERS	80 EA	14.00	1,120.00
0059	4685000000-E	1205	THERMOPLASTIC PAVEMENT MARKING LINES (4", 90 MILS)	5,600 LF	1.60	8,960.00
0060	4709000000-E	1205	THERMOPLASTIC PAVEMENT MARKING LINES (24", 90 MILS)	50 LF	15.00	750.00
0061	4720000000-E	1205	THERMOPLASTIC PAVEMENT MARKING CHARACTER (90 MILS)	6 EA	200.00	1,200.00
0062	4810000000-E	1205	PAINT PAVEMENT MARKING LINES (4")	11,356 LF	0.42	4,769.52
0063	4835000000-E	1205	PAINT PAVEMENT MARKING LINES (24")	100 LF	4.75	475.00
0064	4840000000-N	1205	PAINT PAVEMENT MARKING CHARACTER	12 EA	75.00	900.00
0065	4850000000-E	1205	REMOVAL OF PAVEMENT MARKING LINES (4")	5,940 LF	0.75	4,455.00

Line #	ItemNumber	Sec #	Description	Quantity Unit	Unit Bid Price	Amount Bid
<b>ROADWAY ITEMS</b>						
0066	4895000000-N	SP	GENERIC PAVEMENT MARKING ITEM INLAID RAISED PAVEMENT MARKERS	25 EA	175.00	4,375.00
0067	6000000000-E	1605	TEMPORARY SILT FENCE	700 LF	3.50	2,450.00
0068	6006000000-E	1610	STONE FOR EROSION CONTROL, CLASS A	115 TON	50.00	5,750.00
0069	6009000000-E	1610	STONE FOR EROSION CONTROL, CLASS B	155 TON	50.00	7,750.00
0070	6012000000-E	1610	SEDIMENT CONTROL STONE	200 TON	50.00	10,000.00
0071	6015000000-E	1615	TEMPORARY MULCHING	4 ACR	1,600.00	6,400.00
0072	6018000000-E	1620	SEED FOR TEMPORARY SEEDING	300 LB	6.00	1,800.00
0073	6021000000-E	1620	FERTILIZER FOR TEMPORARY SEEDING	1.5 TON	1,900.00	2,850.00
0074	6024000000-E	1622	TEMPORARY SLOPE DRAINS	200 LF	10.00	2,000.00
0075	6029000000-E	SP	SAFETY FENCE	260 LF	3.00	780.00
0076	6030000000-E	1630	SILT EXCAVATION	270 CY	30.00	8,100.00
0077	6036000000-E	1631	MATTING FOR EROSION CONTROL	15,205 SY	1.95	29,649.75
0078	6037000000-E	1629	COIR FIBER MAT	250 SY	4.00	1,000.00
0079	6042000000-E	1632	1/4" HARDWARE CLOTH	400 LF	8.00	3,200.00
0080	6070000000-N	1639	SPECIAL STILLING BASINS	4 EA	1,500.00	6,000.00
0081	6071002000-E	1642	FLOCCULANT	20 LB	15.00	300.00
0082	6071012000-E	1642	COIR FIBER WATTLE	50 LF	10.00	500.00
0083	6084000000-E	1660	SEEDING & MULCHING	6 ACR	2,400.00	14,400.00
0084	6087000000-E	1660	MOWING	3 ACR	300.00	900.00
0085	6090000000-E	1661	SEED FOR REPAIR SEEDING	50 LB	8.00	400.00
0086	6093000000-E	1661	FERTILIZER FOR REPAIR SEEDING	0.25 TON	2,100.00	525.00
0087	6096000000-E	1662	SEED FOR SUPPLEMENTAL SEEDING	100 LB	6.00	600.00

Line #	ItemNumber	Sec #	Description	Quantity Unit	Unit Bid Price	Amount Bid
<b>ROADWAY ITEMS</b>						
0088	6108000000-E	1665	FERTILIZER TOPDRESSING	3 TON	1,800.00	5,400.00
0089	6111000000-E	SP	IMPERVIOUS DIKE	380 LF	150.00	57,000.00
0090	6114500000-N	1667	SPECIALIZED HAND MOWING	10 MHR	75.00	750.00
0091	6117000000-N	1675	RESPONSE FOR EROSION CONTROL	13 EA	200.00	2,600.00
0092	6117500000-N	SP	CONCRETE WASHOUT STRUCTURE	1 EA	1,500.00	1,500.00
0093	6123000000-E	1670	REFORESTATION	0.2 ACR	1,600.00	320.00
0094	6126000000-E	SP	STREAMBANK REFORESTATION	0.1 ACR	7,000.00	700.00
0095	6132000000-N	SP	GENERIC EROSION CONTROL ITEM PREFABRICATED CONCRETE WASHOUT	3 EA	1,000.00	3,000.00

**T-6**  
 North Carolina Department of Transportation  
 Contract Item Sheets For DN01112

Line #	ItemNumber	Sec #	Description	Quantity Unit	Unit Bid Price	Amount Bid
<b>STRUCTURE ITEMS</b>						
0096	8035000000-N	402	REMOVAL OF EXISTING STRUCTURE AT STATION ***** (20+97.50 -L-)	LUMP SUM	175,000.00	175,000.00
0097	8065000000-N	SP	ASBESTOS ASSESSMENT	LUMP SUM	1,500.00	1,500.00
0098	8105540000-E	411	3'-6" DIA DRILLED PIERS IN SOIL	76 LF	1,400.00	106,400.00
0099	8111400000-E	411	PERMANENT STEEL CASING FOR 3'-6" DIA DRILLED PIER	41 LF	226.80	9,298.80
0100	8113000000-N	411	SID INSPECTIONS	1 EA	1,000.00	1,000.00
0101	8115000000-N	411	CSL TESTING	1 EA	2,500.00	2,500.00
0102	8121000000-N	412	UNCLASSIFIED STRUCTURE EXCAVATION AT STATION ***** (20+97.50 -L-)	LUMP SUM	6,000.00	6,000.00
0103	8147000000-E	420	REINFORCED CONCRETE DECK SLAB	3,328 SF	80.00	266,240.00
0104	8161000000-E	420	GROOVING BRIDGE FLOORS	3,539 SF	1.85	6,547.15
0105	8182000000-E	420	CLASS A CONCRETE (BRIDGE)	84.4 CY	1,400.00	118,160.00
0106	8210000000-N	422	BRIDGE APPROACH SLABS, STATION ***** (20+97.50 -L-)	LUMP SUM	50,000.00	50,000.00
0107	8217000000-E	425	REINFORCING STEEL (BRIDGE)	16,744 LB	2.25	37,674.00
0108	8238000000-E	425	SPIRAL COLUMN REINFORCING STEEL (BRIDGE)	2,083 LB	4.00	8,332.00
0109	8259000000-E	430	36" PRESTRESSED CONCRETE GIRDERS	335.5 LF	400.00	134,200.00
0110	8328200000-E	450	PILE DRIVING EQUIPMENT SETUP FOR *** STEEL PILES (10 HP 12X53 PILES )	10 EA	2,000.00	20,000.00
0111	8364000000-E	450	HP 12 X 53 STEEL PILES	480 LF	40.00	19,200.00
0112	8505000000-E	460	VERTICAL CONCRETE BARRIER RAIL	170.54 LF	225.00	38,371.50
0113	8608000000-E	876	RIP RAP CLASS II (2'-0" THICK)	260 TON	100.00	26,000.00
0114	8622000000-E	876	GEOTEXTILE FOR DRAINAGE	288 SY	4.00	1,152.00
0115	8657000000-N	430	ELASTOMERIC BEARINGS	LUMP SUM	16,000.00	16,000.00

TOTAL AMOUNT OF BID FOR ENTIRE PROJECT

\$3,856,784.22

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1027/Sep08/Q94721.09/D515828004000/E115

**Execution of Contract**

**Contract No: DN01112**

**County: Polk**

ACCEPTED BY THE DEPARTMENT

DocuSigned by:

*Jeffrey E. Alsbaugh*

16074BF5378845

**Proposals Engineer**

09/08/2025

Date

EXECUTION OF CONTRACT AND BONDS  
APPROVED AS TO FORM:

DocuSigned by:

*Wesley Grindstaff P.E.*

5D4EEBBB3C7C4DC...

**Division Engineer**

09/08/2025

Date

Contract No. DN01112  
County Polk

Rev. 10-31-24

## CONTRACT PAYMENT BOND

Date of Payment Bond Execution September 2, 2025

Name of Principal Contractor Kemp Sigmon Construction Co., Inc.

Name of Surety: Atlantic Specialty Insurance Company

Name of Contracting Body: **North Carolina Department of Transportation**  
**Raleigh, North Carolina**

Amount of Bond: \$3,856,784.22

Contract ID No.: DN01112

County Name: Polk

KNOW ALL MEN BY THESE PRESENTS, That we, the PRINCIPAL CONTRACTOR (hereafter, PRINCIPAL) and SURETY above named, are held and firmly bound unto the above named Contracting Body, hereinafter called the Contracting Body, in the penal sum of the amount stated above for the payment of which sum well and truly to be made, we bind ourselves, our heirs, executors, administrators, and successors, jointly and severally, firmly by these presents.

THE CONDITION OF THIS OBLIGATION IS SUCH, that whereas the principal entered into a certain contract with the Contracting Body, numbered as shown above and hereto attached:

NOW THEREFORE, if the principal shall promptly make payment to all persons supplying labor and material in the prosecution of the work provided for in said contract, and any and all duly authorized modifications of said contract that may hereafter be made, notice of which modifications to the surety being hereby waived, then this obligation to be void; otherwise to remain in full force and virtue.

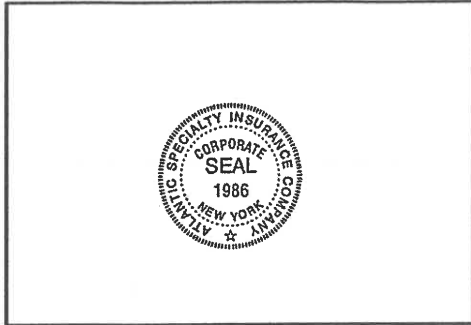
IN WITNESS WHEREOF, the above-bound parties have executed this instrument under their several seals on the date indicated above, the name and corporate seal of each corporate party being hereto affixed and these presents duly signed by its undersigned representative, pursuant to authority of its governing body.

Contract No. DN01112  
County Polk

Rev. 10-31-24

**CONTRACT PAYMENT BOND**

*Affix Seal of Surety Company*

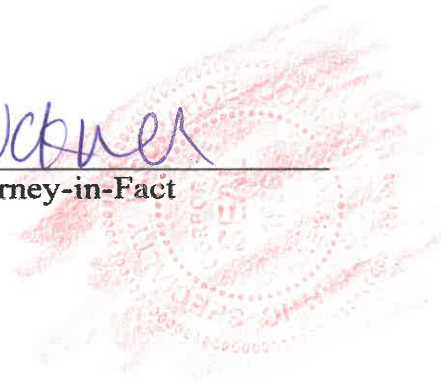


Atlantic Specialty Insurance Company 27154  
Print or type Surety Company Name NAIC #

By Angela Y. Buckner  
Print, stamp or type name of Attorney-in-Fact

Angela Y. Buckner  
Signature of Attorney-in-Fact

Surety Phone No.: 952-852-2431



Jenny Snell  
Signature of Witness

Jenny Snell  
Print or type Signer's name

5605 Carnegie Boulevard, Suite 300, Charlotte, NC 28209  
Address of Attorney-in-Fact

Contract No. DN01112  
County Polk

Rev. 10-31-24


**CONTRACT PAYMENT BOND**

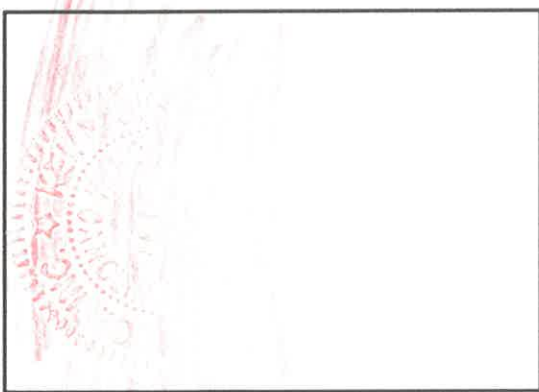
**CORPORATION**

SIGNATURE OF CONTRACTOR (Principal)

Kemp Sigmon Construction Co., Inc.  
Full name of Corporation

PO Box 1210, Claremont, NC 28610  
Address as prequalified

By   
Signature of ~~President~~ Vice President, Assistant Vice President  
Select appropriate title



Tyler Sigmon  
Print or type Signer's name

*Affix Corporate Seal*

Attest   
Signature of ~~Secretary~~ Assistant Secretary  
Select appropriate title

Kelsey Sigmon  
Print or type Signer's name



Surety Bond No: 800205314

# Power of Attorney

Principal: Kemp Sigmon Construction Co., Inc.  
Obligee: North Carolina Department of Transportation, Division 14

KNOW ALL MEN BY THESE PRESENTS, that ATLANTIC SPECIALTY INSURANCE COMPANY, a New York corporation with its principal office in Plymouth, Minnesota, does hereby constitute and appoint: Angela Y. Buckner, each individually if there be more than one named, its true and lawful Attorney-in-Fact, to make, execute, seal and deliver, for and on its behalf as surety, any and all bonds, recognizances, contracts of indemnity, and all other writings obligatory in the nature thereof; provided that no bond or undertaking executed under this authority shall exceed in amount the sum of: **unlimited** and the execution of such bonds, recognizances, contracts of indemnity, and all other writings obligatory in the nature thereof in pursuance of these presents, shall be as binding upon said Company as if they had been fully signed by an authorized officer of the Company and sealed with the Company seal. This Power of Attorney is made and executed by authority of the following resolutions adopted by the Board of Directors of ATLANTIC SPECIALTY INSURANCE COMPANY on the twenty-fifth day of September, 2012:

Resolved: That the President, any Senior Vice President or Vice-President (each an "Authorized Officer") may execute for and in behalf of the Company any and all bonds, recognizances, contracts of indemnity, and all other writings obligatory in the nature thereof, and affix the seal of the Company thereto; and that the Authorized Officer may appoint and authorize an Attorney-in-Fact to execute on behalf of the Company any and all such instruments and to affix the Company seal thereto; and that the Authorized Officer may at any time remove any such Attorney-in-Fact and revoke all power and authority given to any such Attorney-in-Fact.


Resolved: That the Attorney-in-Fact may be given full power and authority to execute for and in the name and on behalf of the Company any and all bonds, recognizances, contracts of indemnity, and all other writings obligatory in the nature thereof, and any such instrument executed by any such Attorney-in-Fact shall be as binding upon the Company as if signed and sealed by an Authorized Officer and, further, the Attorney-in-Fact is hereby authorized to verify any affidavit required to be attached to bonds, recognizances, contracts of indemnity, and all other writings obligatory in the nature thereof.

This power of attorney is signed and sealed by facsimile under the authority of the following Resolution adopted by the Board of Directors of ATLANTIC SPECIALTY INSURANCE COMPANY on the twenty-fifth day of September, 2012:

Resolved: That the signature of an Authorized Officer, the signature of the Secretary or the Assistant Secretary, and the Company seal may be affixed by facsimile to any power of attorney or to any certificate relating thereto appointing an Attorney-in-Fact for purposes only of executing and sealing any bond, undertaking, recognizance or other written obligation in the nature thereof, and any such signature and seal where so used, being hereby adopted by the Company as the original signature of such officer and the original seal of the Company, to be valid and binding upon the Company with the same force and effect as though manually affixed.

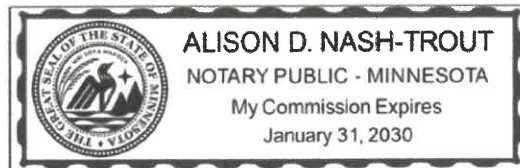
IN WITNESS WHEREOF, ATLANTIC SPECIALTY INSURANCE COMPANY has caused these presents to be signed by an Authorized Officer and the seal of the Company to be affixed this first day of January, 2023.



By   
Sarah A. Kolar, Vice President and General Counsel

STATE OF MINNESOTA  
HENNEPIN COUNTY

On this first day of January, 2023, before me personally came Sarah A. Kolar, Vice President and General Counsel of ATLANTIC SPECIALTY INSURANCE COMPANY, to me personally known to be the individual and officer described in and who executed the preceding instrument, and she acknowledged the execution of the same, and being by me duly sworn, that she is the said officer of the Company aforesaid, and that the seal affixed to the preceding instrument is the seal of said Company and that the said seal and the signature as such officer was duly affixed and subscribed to the said instrument by the authority and at the direction of the Company.




  
Notary Public

I, the undersigned, Secretary of ATLANTIC SPECIALTY INSURANCE COMPANY, a New York Corporation, do hereby certify that the foregoing power of attorney is in full force and has not been revoked, and the resolutions set forth above are now in force.

Signed and sealed. Dated 2nd day of September, 2025.



  
Kara L.B. Barrow, Secretary

This Power of Attorney expires  
January 31, 2030

Contract No. DN01112  
County Polk

Rev. 10-31-24

Bond No.: 800205314

### CONTRACT PERFORMANCE BOND

Date of Performance Bond Execution: September 2, 2025

Name of Principal Contractor: Kemp Sigmon Construction Co., Inc.

Name of Surety: Atlantic Specialty Insurance Company

Name of Contracting Body: **North Carolina Department of Transportation**  
**Raleigh, North Carolina**

Amount of Bond: \$3,856,784.22

Contract ID No.: DN01112

County Name: Polk

KNOW ALL MEN BY THESE PRESENTS, That we, the PRINCIPAL CONTRACTOR (hereafter, PRINCIPAL) and SURETY above named, are held and firmly bound unto the above named Contracting Body, hereinafter called the Contracting Body, in the penal sum of the amount stated above for the payment of which sum well and truly to be made, we bind ourselves, our heirs, executors, administrators, and successors, jointly and severally, firmly by these presents.

THE CONDITION OF THIS OBLIGATION IS SUCH, that whereas the principal entered into a certain contract with the Contracting Body, numbered as shown above and hereto attached:

NOW THEREFORE, if the principal shall well and truly perform and fulfill all the undertakings, covenants, terms, conditions, and agreements of said contract during the original term of said contract and any extensions thereof that may be granted by the Contracting Body, with or without notice to the Surety, and during the life of any guaranty required under the contract, and shall also well and truly perform and fulfill all the undertakings, covenants, terms, conditions, and agreements of any and all duly authorized modifications of said contract that may hereafter be made, notice of which modifications to the surety being hereby waived, then this obligation to be void; otherwise to remain in full force and virtue.

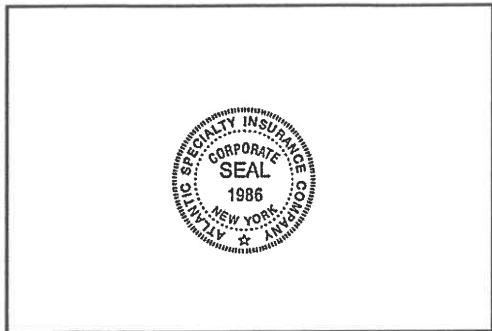
IN WITNESS WHEREOF, the above-bound parties have executed this instrument under their several seals on the date indicated above, the name and corporate seal of each corporate party being hereto affixed and these presents duly signed by its undersigned representative, pursuant to authority of its governing body.

Contract No. DN01112  
County Polk

Rev. 10-31-24

**CONTRACT PERFORMANCE BOND**

*Affix Seal of Surety Company*



Atlantic Specialty Insurance Company 27154  
Print or type Surety Company Name NAIC #

By Angela Y. Buckner  
Print, stamp or type name of Attorney-in-Fact

Angela Y. Buckner  
Signature of Attorney-in-Fact

Surety Phone No.: 952-852-2431

Jenny Snell  
Signature of Witness

Jenny Snell  
Print or type Signer's name

5605 Carnegie Boulevard, Suite 300, Charlotte, NC 28209  
Address of Attorney-in-Fact

Contract No. DN01112  
County Polk

Rev. 10-31-24


**CONTRACT PERFORMANCE BOND**

**CORPORATION**

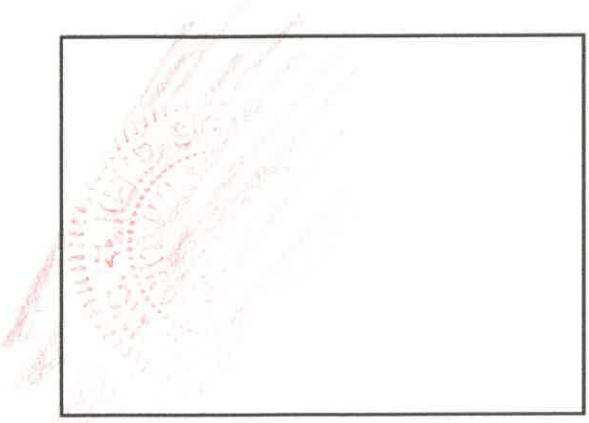
SIGNATURE OF CONTRACTOR (Principal)

Kemp Sigmon Construction Co., Inc.  
Full name of Corporation

PO Box 1210, Claremont, NC 28610  
Address as prequalified

By   
Signature of President, Vice President, Assistant Vice President  
Select appropriate title

Tyler Sigmon  
Print or type Signer's name



*Affix Corporate Seal*

Attest   
Signature of Secretary, Assistant Secretary  
Select appropriate title

Kelsey Sigmon  
Print or type Signer's name



# CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

9/2/2025

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

**IMPORTANT:** If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must have ADDITIONAL INSURED provisions or be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

<b>PRODUCER</b> Marsh & McLennan Agency LLC 5605 Carnegie Blvd Suite 300 Charlotte NC 28209	<b>CONTACT NAME:</b> PHONE (A/C. No. Ext): 704-365-6213		<b>FAX (A/C. No.):</b>
	<b>E-MAIL ADDRESS:</b> MACerts@marshmma.com		
<b>INSURED</b> Kemp Sigmon Construction Co., Inc. P.O. Box 1270 Claremont NC 28610	<b>INSURER(S) AFFORDING COVERAGE</b>		<b>NAIC #</b>
	<b>INSURER A:</b> Travelers Property Casualty Co of Amer		25674
	<b>INSURER B:</b> Travelers Indemnity Co of America		25666
	<b>INSURER C:</b> Travelers Casualty Ins Co of America		19046
	<b>INSURER D:</b> Charter Oak Fire Insurance Company		25615
	<b>INSURER E:</b>		
<b>INSURER F:</b>			

**COVERAGES**

CERTIFICATE NUMBER: 817919505

REVISION NUMBER:

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS	
D	<input checked="" type="checkbox"/> <b>COMMERCIAL GENERAL LIABILITY</b> <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input checked="" type="checkbox"/> PRO-JECT <input checked="" type="checkbox"/> LOC OTHER:	X		DTC09X537225COF25	7/1/2025	7/1/2026	EACH OCCURRENCE	\$ 1,000,000
							DAMAGE TO RENTED PREMISES (Ea occurrence)	\$ 500,000
							MED EXP (Any one person)	\$ 10,000
							PERSONAL & ADV INJURY	\$ 1,000,000
							GENERAL AGGREGATE	\$ 2,000,000
							PRODUCTS - COMP/OP AGG	\$ 2,000,000
								\$
B	<input checked="" type="checkbox"/> <b>AUTOMOBILE LIABILITY</b> <input checked="" type="checkbox"/> ANY AUTO <input type="checkbox"/> OWNED AUTOS ONLY <input type="checkbox"/> SCHEDULED AUTOS <input type="checkbox"/> HIRED AUTOS ONLY <input type="checkbox"/> NON-OWNED AUTOS ONLY	X		810B31385072526G	7/1/2025	7/1/2026	COMBINED SINGLE LIMIT (Ea accident)	\$ 1,000,000
							BODILY INJURY (Per person)	\$
							BODILY INJURY (Per accident)	\$
							PROPERTY DAMAGE (Per accident)	\$
								\$
A	<input checked="" type="checkbox"/> <b>UMBRELLA LIAB</b> <input checked="" type="checkbox"/> OCCUR <input type="checkbox"/> EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE <input type="checkbox"/> DED <input checked="" type="checkbox"/> RETENTION \$ 10,000	X		CUPB31587392526	7/1/2025	7/1/2026	EACH OCCURRENCE	\$ 10,000,000
							AGGREGATE	\$ 10,000,000
								\$
C	<b>WORKERS COMPENSATION AND EMPLOYERS' LIABILITY</b> ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	Y/N N	N/A	UBB32852182526G	7/1/2025	7/1/2026	<input checked="" type="checkbox"/> PER STATUTE <input type="checkbox"/> OTHER	
							E.L. EACH ACCIDENT	\$ 1,000,000
							E.L. DISEASE - EA EMPLOYEE	\$ 1,000,000
							E.L. DISEASE - POLICY LIMIT	\$ 1,000,000

**DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)**

Contract No. DN01112; WBS Element: BP14.R041.3; County: Polk.

Grading, Paving, Drainage, and Structure: Replace Bridge 29 over South Branch Little White Oak Creek on NC 9 in Polk County.

NC Dept. of Transportation is included as additional insured with regard to auto and general liability, including ongoing and completed operations, on a primary and non-contributory basis when required by written contract.

**CERTIFICATE HOLDER****CANCELLATION**

NC Department of Transportation  
 Highway Division 14  
 253 Webster Road  
 Sylva NC 28779

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.

AUTHORIZED REPRESENTATIVE

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**THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.**

**BLANKET ADDITIONAL INSURED**  
**(Includes Products-Completed Operations If Required By Contract)**

This endorsement modifies insurance provided under the following:  
 COMMERCIAL GENERAL LIABILITY COVERAGE PART

**PROVISIONS**

The following is added to **SECTION II – WHO IS AN INSURED**:

Any person or organization that you agree in a written contract or agreement to include as an additional insured on this Coverage Part is an insured, but only:

- a. With respect to liability for "bodily injury" or "property damage" that occurs, or for "personal injury" caused by an offense that is committed, subsequent to the signing of that contract or agreement and while that part of the contract or agreement is in effect; and
- b. If, and only to the extent that, such injury or damage is caused by acts or omissions of you or your subcontractor in the performance of "your work" to which the written contract or agreement applies. Such person or organization does not qualify as an additional insured with respect to the independent acts or omissions of such person or organization.

The insurance provided to such additional insured is subject to the following provisions:

- a. If the Limits of Insurance of this Coverage Part shown in the Declarations exceed the minimum limits required by the written contract or agreement, the insurance provided to the additional insured will be limited to such minimum required limits. For the purposes of determining whether this limitation applies, the minimum limits required by the written contract or agreement will be considered to include the minimum limits of any Umbrella or Excess liability coverage required for the additional insured by that written contract or agreement. This provision will not increase the limits of insurance described in Section III – Limits Of Insurance.
- b. The insurance provided to such additional insured does not apply to:

- (1) Any "bodily injury", "property damage" or "personal injury" arising out of the providing, or failure to provide, any professional architectural, engineering or surveying services, including:

- (a) The preparing, approving, or failing to prepare or approve, maps, shop drawings, opinions, reports, surveys, field orders or change orders, or the preparing, approving, or failing to prepare or approve, drawings and specifications; and

- (b) Supervisory, inspection, architectural or engineering activities.

- (2) Any "bodily injury" or "property damage" caused by "your work" and included in the "products-completed operations hazard" unless the written contract or agreement specifically requires you to provide such coverage for that additional insured during the policy period.

- c. The additional insured must comply with the following duties:

- (1) Give us written notice as soon as practicable of an "occurrence" or an offense which may result in a claim. To the extent possible, such notice should include:

- (a) How, when and where the "occurrence" or offense took place;

- (b) The names and addresses of any injured persons and witnesses; and

- (c) The nature and location of any injury or damage arising out of the "occurrence" or offense.

- (2) If a claim is made or "suit" is brought against the additional insured:

## COMMERCIAL GENERAL LIABILITY

- (a) Immediately record the specifics of the claim or "suit" and the date received; and
  - (b) Notify us as soon as practicable and see to it that we receive written notice of the claim or "suit" as soon as practicable.
- (3) Immediately send us copies of all legal papers received in connection with the claim or "suit", cooperate with us in the investigation or settlement of the claim or defense against the "suit", and otherwise comply with all policy conditions.
- (4) Tender the defense and indemnity of any claim or "suit" to any provider of other insurance which would cover such additional insured for a loss we cover. However, this condition does not affect whether the insurance provided to such additional insured is primary to other insurance available to such additional insured which covers that person or organization as a named insured as described in Paragraph 4., Other Insurance, of Section IV – Commercial General Liability Conditions.

**THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.**

## **XTEND ENDORSEMENT FOR CONTRACTORS**

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART

**GENERAL DESCRIPTION OF COVERAGE** – This endorsement broadens coverage. However, coverage for any injury, damage or medical expenses described in any of the provisions of this endorsement may be excluded or limited by another endorsement to this Coverage Part, and these coverage broadening provisions do not apply to the extent that coverage is excluded or limited by such an endorsement. The following listing is a general coverage description only. Read all the provisions of this endorsement and the rest of your policy carefully to determine rights, duties, and what is and is not covered.

- |   |  |
|---|--|
| <ul style="list-style-type: none"> <li><b>A.</b> Who Is An Insured – Unnamed Subsidiaries</li> <li><b>B.</b> Blanket Additional Insured – Governmental Entities – Permits Or Authorizations Relating To Operations</li> </ul> | <ul style="list-style-type: none"> <li><b>C.</b> Incidental Medical Malpractice</li> <li><b>D.</b> Blanket Waiver Of Subrogation</li> <li><b>E.</b> Contractual Liability – Railroads</li> <li><b>F.</b> Damage To Premises Rented To You</li> </ul> |
|---|--|

**PROVISIONS**

**A. WHO IS AN INSURED – UNNAMED SUBSIDIARIES**

The following is added to **SECTION II – WHO IS AN INSURED**:

Any of your subsidiaries, other than a partnership, joint venture or limited liability company, that is not shown as a Named Insured in the Declarations is a Named Insured if:

- a.** You are the sole owner of, or maintain an ownership interest of more than 50% in, such subsidiary on the first day of the policy period; and
- b.** Such subsidiary is not an insured under similar other insurance.

No such subsidiary is an insured for "bodily injury" or "property damage" that occurred, or "personal and advertising injury" caused by an offense committed:

- a.** Before you maintained an ownership interest of more than 50% in such subsidiary; or
- b.** After the date, if any, during the policy period that you no longer maintain an ownership interest of more than 50% in such subsidiary.

For purposes of Paragraph 1. of Section II – Who Is An Insured, each such subsidiary will be deemed to be designated in the Declarations as:

- a.** An organization other than a partnership, joint venture or limited liability company; or
- b.** A trust;

as indicated in its name or the documents that govern its structure.

**B. BLANKET ADDITIONAL INSURED – GOVERNMENTAL ENTITIES – PERMITS OR AUTHORIZATIONS RELATING TO OPERATIONS**

The following is added to **SECTION II – WHO IS AN INSURED**:

Any governmental entity that has issued a permit or authorization with respect to operations performed by you or on your behalf and that you are required by any ordinance, law, building code or written contract or agreement to include as an additional insured on this Coverage Part is an insured, but only with respect to liability for "bodily injury", "property damage" or "personal and advertising injury" arising out of such operations.

The insurance provided to such governmental entity does not apply to:

- a.** Any "bodily injury", "property damage" or "personal and advertising injury" arising out of operations performed for the governmental entity; or
- b.** Any "bodily injury" or "property damage" included in the "products-completed operations hazard".

**C. INCIDENTAL MEDICAL MALPRACTICE**

1. The following replaces Paragraph **b.** of the definition of "occurrence" in the **DEFINITIONS** Section:

- b.** An act or omission committed in providing or failing to provide "incidental medical services", first aid or "Good Samaritan services" to a person, unless you are in the business or occupation of providing professional health care services.

2. The following replaces the last paragraph of Paragraph **2.a.(1)** of **SECTION II – WHO IS AN INSURED**:

Unless you are in the business or occupation of providing professional health care services, Paragraphs **(1)(a)**, **(b)**, **(c)** and **(d)** above do not apply to "bodily injury" arising out of providing or failing to provide:

- (a)** "Incidental medical services" by any of your "employees" who is a nurse, nurse assistant, emergency medical technician or paramedic; or

- (b)** First aid or "Good Samaritan services" by any of your "employees" or "volunteer workers", other than an employed or volunteer doctor. Any such "employees" or "volunteer workers" providing or failing to provide first aid or "Good Samaritan services" during their work hours for you will be deemed to be acting within the scope of their employment by you or performing duties related to the conduct of your business.

3. The following replaces the last sentence of Paragraph **5.** of **SECTION III – LIMITS OF INSURANCE**:

For the purposes of determining the applicable Each Occurrence Limit, all related acts or omissions committed in providing or failing to provide "incidental medical services", first aid or "Good Samaritan services" to any one person will be deemed to be one "occurrence".

4. The following exclusion is added to Paragraph **2.**, **Exclusions**, of **SECTION I – COVERAGES – COVERAGE A – BODILY INJURY AND PROPERTY DAMAGE LIABILITY**:

**Sale Of Pharmaceuticals**

"Bodily injury" or "property damage" arising out of the violation of a penal statute or ordinance relating to the sale of

pharmaceuticals committed by, or with the knowledge or consent of, the insured.

5. The following is added to the **DEFINITIONS** Section:

"Incidental medical services" means:

- a.** Medical, surgical, dental, laboratory, x-ray or nursing service or treatment, advice or instruction, or the related furnishing of food or beverages; or

- b.** The furnishing or dispensing of drugs or medical, dental, or surgical supplies or appliances.

6. The following is added to Paragraph **4.b.**, **Excess Insurance**, of **SECTION IV – COMMERCIAL GENERAL LIABILITY CONDITIONS**:

This insurance is excess over any valid and collectible other insurance, whether primary, excess, contingent or on any other basis, that is available to any of your "employees" for "bodily injury" that arises out of providing or failing to provide "incidental medical services" to any person to the extent not subject to Paragraph **2.a.(1)** of Section **II – Who Is An Insured**.

**D. BLANKET WAIVER OF SUBROGATION**

The following is added to Paragraph **8.**, **Transfer Of Rights Of Recovery Against Others To Us**, of **SECTION IV – COMMERCIAL GENERAL LIABILITY CONDITIONS**:

If the insured has agreed in a contract or agreement to waive that insured's right of recovery against any person or organization, we waive our right of recovery against such person or organization, but only for payments we make because of:

- a.** "Bodily injury" or "property damage" that occurs; or

- b.** "Personal and advertising injury" caused by an offense that is committed;

subsequent to the execution of the contract or agreement.

**E. CONTRACTUAL LIABILITY – RAILROADS**

1. The following replaces Paragraph **c.** of the definition of "insured contract" in the **DEFINITIONS** Section:

- c.** Any easement or license agreement;

2. Paragraph **f.(1)** of the definition of "insured contract" in the **DEFINITIONS** Section is deleted.

**F. DAMAGE TO PREMISES RENTED TO YOU**

The following replaces the definition of "premises damage" in the **DEFINITIONS** Section:

"Premises damage" means "property damage" to:

- a. Any premises while rented to you or temporarily occupied by you with permission of the owner; or
- b. The contents of any premises while such premises is rented to you, if you rent such premises for a period of seven or fewer consecutive days.

## UMBRELLA

- d. That Extended Reporting Period endorsement is issued by us and made a part of this policy.
- 3. Any Extended Reporting Period endorsement for this insurance will not reinstate or increase the Limits of Insurance or extend the policy period.
- 4. Except with respect to any provisions to the contrary contained in Paragraphs 1., 2. or 3. above, all provisions of any option to purchase an "extended reporting period" granted to you in the "underlying insurance" apply to this insurance.

### J. INSPECTIONS AND SURVEYS

- 1. We have the right but are not obligated to:
  - a. Make inspections and surveys at any time;
  - b. Give you reports on the conditions we find; and
  - c. Recommend changes.
- 2. Any inspections, surveys, reports or recommendations relate only to insurability and the premiums to be charged. We do not make safety inspections. We do not undertake to perform the duty of any person or organization to provide for the health or safety of workers or the public. We do not warrant that conditions:
  - a. Are safe or healthful; or
  - b. Comply with laws, regulations, codes or standards.

### K. LEGAL ACTION AGAINST US

- 1. No person or organization has a right under this insurance:
  - a. To join us as a party or otherwise bring us into a "suit" asking for damages from an insured; or
  - b. To sue us on this insurance unless all of its terms have been fully complied with.
- 2. A person or organization may sue us to recover on an agreed settlement or on a final judgment against an insured. We will not be liable for damages that:
  - a. Are not payable under the terms of this insurance; or
  - b. Are in excess of the applicable limit of insurance.

An agreed settlement means a settlement and release of liability signed by us, the insured and the claimant or the claimant's legal representative.

### L. MAINTENANCE OF UNDERLYING INSURANCE

- 1. The insurance afforded by each policy of "underlying insurance" will be maintained for

the full policy period of this Excess Follow-Form And Umbrella Liability Insurance. This provision does not apply to the reduction or exhaustion of the aggregate limit or limits of such "underlying insurance" solely by payments as permitted in Paragraphs 4.a.(1), (2) and (3) of **COVERAGE A – EXCESS FOLLOW-FORM LIABILITY** of **SECTION I – COVERAGES**. As such policies expire, you will renew them at limits and with coverage at least equal to the expiring limits of insurance. If you fail to comply with the above requirements, Coverage A is not invalidated. However, in the event of a loss, we will pay only to the extent that we would have paid had you complied with the above requirements.

- 2. The first Named Insured shown in the Declarations must give us written notice of any change in the "underlying insurance" as respects:
  - a. Coverage;
  - b. Limits of insurance;
  - c. Termination of any coverage; or
  - d. Exhaustion of aggregate limits.
- 3. If you are unable to recover from any "underlying insurer" because you fail to comply with any term or condition of the "underlying insurance", Coverage A is not invalidated. However, we will pay for any loss only to the extent that we would have paid had you complied with that term or condition in that "underlying insurance".

### M. OTHER INSURANCE

This insurance is excess over any valid and collectible "other insurance" whether such "other insurance" is stated to be primary, contributing, excess, contingent or otherwise. This provision does not apply to a policy bought specifically to apply as excess of this insurance.

However, if you specifically agree in a written contract or agreement that the insurance provided to any person or organization that qualifies as an insured under this insurance must apply on a primary basis, or a primary and non-contributory basis, then insurance provided under Coverage A is subject to the following provisions:

1. This insurance will apply before any "other insurance" that is available to such additional insured which covers that person or organization as a named insured, and we will not share with that "other insurance", provided that the injury or damage for which coverage is sought is caused by an "event" that takes place or is committed subsequent to the signing of that contract or agreement by you.
2. This insurance is still excess over any valid and collectible "other insurance", whether primary, excess, contingent or otherwise, which covers that person or organization as an additional insured or as any other insured that does not qualify as a named insured.

**N. PREMIUM**

1. The first Named Insured shown in the Declarations is responsible for the payment of all premiums and will be the payee for any return premiums.
2. If the premium is a flat charge, it is not subject to adjustment except as provided in Paragraph 4. below.
3. If the premium is other than a flat charge, it is an advance premium only. The earned premium will be computed at the end of the policy period, or at the end of each year of the policy period if the policy period is two years or longer, at the rate shown in the Declarations, subject to the Minimum Premium.
4. Additional premium may become payable when coverage is provided for additional insureds under the provisions of **SECTION II – WHO IS AN INSURED.**

**O. PREMIUM AUDIT**

The premium for this policy is the amount stated in Item 5. of the Declarations. The premium is a flat charge unless it is specified in the Declarations as adjustable.

**P. PROHIBITED COVERAGE – UNLICENSED INSURANCE**

1. With respect to loss sustained by any insured in a country or jurisdiction in which we are not licensed to provide this insurance, this insurance does not apply to the extent that insuring such loss would violate the laws or regulations of such country or jurisdiction.
2. We do not assume responsibility for:
  - a. The payment of any fine, fee, penalty or other charge that may be imposed on any person or organization in any country or jurisdiction because we are not licensed to

provide insurance in such country or jurisdiction; or

- b. The furnishing of certificates or other evidence of insurance in any country or jurisdiction in which we are not licensed to provide insurance.

**Q. PROHIBITED COVERAGE – TRADE OR ECONOMIC SANCTIONS**

We will provide coverage for any loss, or otherwise will provide any benefit, only to the extent that providing such coverage or benefit does not expose us or any of our affiliated or parent companies to:

1. Any trade or economic sanction under any law or regulation of the United States of America; or
2. Any other applicable trade or economic sanction, prohibition or restriction.

**R. REPRESENTATIONS**

By accepting this insurance, you agree:

1. The statements in the Declarations and any subsequent notice relating to "underlying insurance" are accurate and complete;
2. Those statements are based upon representations you made to us; and
3. We have issued this insurance in reliance upon your representations.

**S. SEPARATION OF INSURED**

Except with respect to the Limits of Insurance, and any rights or duties specifically assigned in this policy to the first Named Insured shown in the Declarations, this insurance applies:

1. As if each Named Insured were the only Named Insured; and
2. Separately to each insured against whom claim is made or "suit" is brought.

**T. WAIVER OR TRANSFER OF RIGHTS OF RECOVERY AGAINST OTHERS TO US**

1. If the insured has rights to recover all or part of any payment we have made under this insurance, those rights are transferred to us and the insured must do nothing after loss to impair them. At our request, the insured will bring suit or transfer those rights to us and help us, and with respect to Coverage A, the "underlying insurer", enforce them.

If the insured has agreed in a contract or agreement to waive that insured's right of recovery against any person or organization, we waive our right of recovery against that person or organization, but only for payments we make because of an "event" that takes place or is committed subsequent to the

execution of that contract or agreement by such insured.

2. Reimbursement of any amount recovered will be made in the following order:
  - a. First, to any person or organization (including us or the insured) who has paid any amount in excess of the applicable limit of insurance;
  - b. Next, to us; and
  - c. Then, to any person or organization (including the insured and with respect to Coverage A, the "underlying insurer") that is entitled to claim the remainder, if any.
3. Expenses incurred in the process of recovery will be divided among all persons or organizations receiving amounts recovered according to the ratio of their respective recoveries.

**U. TRANSFER OF YOUR RIGHTS AND DUTIES UNDER THIS INSURANCE**

1. Your rights and duties under this insurance may not be transferred without our written consent except in the case of death of an individual Named Insured.
2. If you die, your rights and duties will be transferred to your legal representative but only while acting within the scope of duties as your legal representative. Until your legal representative is appointed, anyone having proper temporary custody of your property will have your rights and duties but only with respect to that property.

**V. UNINTENTIONAL OMISSION OR ERROR**

The unintentional omission of, or unintentional error in, any information provided by you which we relied upon in issuing this policy will not prejudice your rights under this insurance. However, this provision does not affect our right to collect additional premium or to exercise our rights of cancellation or nonrenewal in accordance with applicable insurance laws or regulations.

**W. WHEN LOSS IS PAYABLE**

If we are liable under this insurance, we will pay for injury, damage or loss after:

1. The insured's liability is established by:
  - a. A court decision; or
  - b. A written agreement between the claimant, the insured, any "underlying insurer" and us; and
2. The amount of the "applicable underlying limit" or "self-insured retention" is paid by or on behalf of the insured.

**SECTION VI – DEFINITIONS**

A. With respect to all coverages of this insurance:

1. "Applicable underlying limit" means the sum of:
  - a. The applicable limit of insurance stated for the policies of "underlying insurance" in the Schedule Of Underlying Insurance subject to the provisions in Paragraphs 4.a.(1), (2) and (3) of **COVERAGE A – EXCESS FOLLOW-FORM LIABILITY OF SECTION I – COVERAGES**; and
  - b. The applicable limit of insurance of any "other insurance" that applies.

The limits of insurance in any policy of "underlying insurance" will apply even if:

- a. The "underlying insurer" claims the insured failed to comply with any term or condition of the policy; or
  - b. The "underlying insurer" becomes bankrupt or insolvent.
2. "Auto hazard" means all "bodily injury" and "property damage" to which liability insurance afforded under an auto policy of "underlying insurance" would apply but for the exhaustion of its applicable limits of insurance.
  3. "Electronic data" means information, facts or programs stored as or on, created or used on, or transmitted to or from computer software (including systems and applications software), hard or floppy disks, CD-ROMs, tapes, drives, cells, data processing devices or any other media which are used with electronically controlled equipment.
  4. "Event" means an "occurrence", offense, accident, act, error, omission, wrongful act or loss.
  5. "Extended reporting period" means any period of time, starting with the end of the policy period of your claims-made insurance, during which claims or "suits" may be first made, brought or reported for that insurance.
  6. "Medical expenses" means expenses to which any Medical Payments section of any policy of Commercial General Liability "underlying insurance" applies.
  7. "Other insurance" means insurance, or the funding of losses, that is provided by, through or on behalf of:
    - a. Another insurance company;
    - b. Us or any of our affiliated insurance companies;
    - c. Any risk retention group;