NEW HANOVER COUNTY

Project Manual
June 2017

SR-5001BO/EB-5543
MIDDLE SOUND GREENWAY
FROM RED CEDAR ROAD TO OYSTER LANE AND
KENMORE DRIVE

BID OPENING: JULY 12, 2017

Civil Engineer:
Kimley-Horn and Associates, Inc.
421 Fayetteville Street, Suite 600
Raleigh, NC 27601
(919) 677-2000
New Hanover County

CONTRACT PROPOSAL

TIP NUMBERS: SR-5001BO/EB-5543

COUNTY: NEW HANOVER

DESCRIPTION: MIDDLE SOUND GREENWAY FROM RED CEDAR ROAD TO OYSTER LANE AND KENMORE DRIVE

DATE OF ADVERTISEMENT: JUNE 12, 2017

BID OPENING: 2:00 P.M. JULY 12, 2017

*** 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. FOR CONTRACTS $30,000 OR MORE, EXCEPT FOR CERTAIN SPECIALTY WORK AS DETERMINED BY THE LICENSING BOARD, BIDDERS ARE REQUIRED TO BECOME LICENSED BY THE NC LICENSING BOARD. NON-LICENSED BIDDERS ARE PERMITTED 60 DAYS AFTER BID OPENING TO OBTAIN PROPER LICENSING FOR THE TYPE OF PROJECT BEING LET. BIDDERS SHALL ALSO COMPLY WITH ALL OTHER APPLICABLE LAWS REGULATING THE PRACTICES OF ELECTRICAL, PLUMBING, HEATING AND AIR CONDITIONING AND REFRIGERATION CONTRACTING AS CONTAINED IN CHAPTER 87 OF THE GENERAL STATUTES OF NORTH CAROLINA.

NAME OF BIDDER

ADDRESS OF BIDDER

RETURN BIDS TO: NEW HANOVER COUNTY
Attention: LENA BUTLER
Person’s Title: PURCHASING SUPERVISOR
Physical Address: 230 GOVERNMENT CENTER DRIVE, SUITE 165
WILMINGTON, NC 28403

ALL BIDS MUST BE RECEIVED PRIOR TO THE DATE AND TIME LISTED ABOVE.
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APPENDIX

NCDOT ENCROACHMENT AGREEMENT
STATE STORMWATER PERMIT
EROSION CONTROL PERMIT
INSTRUCTION TO BIDDERS

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

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

1. The bid form furnished by New Hanover County with the proposal shall be used and shall not be altered in any manner. **DO NOT SEPARATE THE BID FORM FROM THE PROPOSAL!**

2. All entries on the bid form, including signatures, shall be written in ink.

3. The Bidder shall submit a unit price for every item on the bid form. The unit prices for the various contract items shall be written in figures. **Unit prices must be limited to TWO decimal places.***

4. An amount bid shall be entered on the bid form for every item. The amount bid for each item shall be determined by multiplying each unit bid by the quantity for that item, and shall be written in figures in the "Amount Bid" column of the form.

5. The total amount bid shall be written in figures in the proper place on the bid form. The total amount shall be determined by adding the amounts bid for each item.

6. Changes in any entry shall be made by marking through the entry in ink and making the correct entry adjacent thereto in ink. A representative of the Bidder shall initial the change in ink. Do not use “White Out” or similar product to make corrections.

7. The bid shall be properly executed. All bids shall show the following information:
   a. Name of individual, firm, corporation, partnership, or joint venture submitting bid.
   b. Name of individual or representative submitting bid and position or title.
   c. Name, signature, and position or title of witness.
   d. Federal Identification Number
   e. Contractor’s License Number (If available)

8. Bids submitted by corporations shall bear the seal of the corporation.

9. The bid shall not contain any unauthorized additions, deletions, or conditional bids.

10. The bidder shall not add any provision reserving the right to accept or reject an award, or to enter into a contract pursuant to an award.
11. THE PROPOSAL WITH THE BID FORM STILL ATTACHED SHALL BE PLACED IN A SEALED ENVELOPE AND SHALL HAVE BEEN DELIVERED TO AND RECEIVED IN NEW HANOVER COUNTY, 230 GOVERNMENT CENTER DRIVE, SUITE 165, WILMINGTON, NC 28403, BY 2:00 P.M. ON WEDNESDAY, JULY 12, 2017.

12. The sealed bid must display the following statement on the front of the sealed envelope:

“QUOTATION FOR – SR-5001BO/EB-5543 MIDDLE SOUND GREENWAY FROM RED CEDAR ROAD TO OYSTER LANE AND KENMORE DRIVE, NEW HANOVER COUNTY TO BE OPENED AT 2:00 P.M. ON WEDNESDAY, JULY 12, 2017.”

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

New Hanover County
Attn: Lena Butler, Purchasing Supervisor
230 Government Center Drive, Suite 165
Wilmington, NC 28403
910-798-7187

14. The bid proposal shall be accompanied by a Bid Bond or a Certified Check payable to New Hanover County in an amount equal to not less than five percent (5%) of the bid.

15. Each proposal shall indicate the full business name and address of the Bidder and shall be signed by him/her with the usual signature.

16. Each bidder shall make acknowledgement of receipt of all addendums in the space provided in the Bid Form.

17. Any inquiries, requests for interpretation, technical questions, clarifications, or additional information shall be submitted in writing to New Hanover County (Owner). Questions can be emailed up until 24 hours before bid opening. However, questions received less than five (5) working days prior to the date for opening of Bids may not be answered. Interpretations or clarifications considered necessary by Owner/Engineer in response to such questions will be issued by Addenda mailed or delivered to all parties recorded by the County as having received the Bidding Documents. Only questions answered by formal written Addenda will be binding. Oral and other interpretations or clarifications will be without legal effect. All Addenda will be binding and will become part of the Contract Documents.

Addenda may also be issued to modify the Bidding Documents as deemed advisable by the Owner or Engineer. Questions shall include the Project Name, Person's Name, Firm, Telephone Number, and email address. Questions may be emailed to Ken Vafier at kvafier@nhcgov.com.

19. All bidders, at the time the bid proposal is submitted, shall be prequalified and listed on the NCDOT Directory of Transportation Firms. Sub-contractors are required to be prequalified by the NCDOT prior to beginning work.
A. **NCDOT Standard Specifications** – The 2012 North Carolina Department of Transportation Standard Specifications for Roads and Structures, herein referred to as the ‘Standard Specifications’, and the 2012 Roadway Standard Drawings, shall apply to all portions of this project except as may be modified by this document.

B. **Bidder Prequalification** - Bidders are required to be prequalified with NCDOT for their specific discipline. Contractors wishing to become prequalified may obtain information through the NCDOT website at:

```
https://connect.ncdot.gov/business/Pages/default.aspx
```

C. **Disadvantaged Business Enterprise References** - Since this is a Federal-aid project with DBE participation, only those requirements and goals set forth by NCDOT Goal Setting Committee are applicable. References to any other requirements or to N.C. General Statute 143-128.2 shall not apply to this project. Refer to Special Provision SP1 G63.

D. **Award of Contract** - The contract will be awarded to the lowest responsible, responsive bidder. Alternate items will not be considered in determining the low bidder and will only be evaluated after the award of the contract is made.

E. **Contractor Licensing** – On all Federal-aid contracts, non-licensed contractors are permitted to submit bids, however they must be licensed prior to performing any work. Bidders are permitted 60 days, after bid opening, to become licensed by the North Carolina Licensing Board. If they fail to do so within 60 days, their bid will be considered non-responsive and will be rejected. If the successful bidder does not hold the proper license to perform any plumbing, heating, air conditioning, or electrical work in this contract, he will be required to sublet such work to a contractor properly licensed in accordance with **Article 2 of Chapter 87 of the General Statutes** (licensing of heating, plumbing, and air conditioning contractors) and **Article 4 of Chapter 87 of the General Statutes** (licensing of electrical contractors).

F. **Bonds** - Please note that all Bid Bonds, Payment Bonds, and Performance Bonds required for this project, shall be those found on the NCDOT website. The bonds are located at the following as well as in the Forms section of this document:

- **Bid Bonds (M-5):**

  `https://connect.ncdot.gov/municipalities/Bid%20Proposals%20for%20LGA%20Content/t/04%20Bid%20Bonds.doc`

- **Payment Bonds (M-6):**

  `https://connect.ncdot.gov/municipalities/Bid%20Proposals%20for%20LGA%20Content/t/05%20Payment%20Bonds.doc`
Performance Bonds (M-7):

https://connect.ncdot.gov/municipalities/Bid%20Proposals%20for%20LGA%20Content/06%20Performance%20Bonds.doc

G. **Liability Insurance** – In addition to any insurance requirements as may be required by the LGA, the Contractor is obligated to comply with Article 107-15 of the *Standard Specifications* including the dollar limits set forth.

H. **Buy America** – This project shall be governed by the Buy America requirements, for the use of domestic steel and iron products, as outlined in the *Standard Specifications* and Special Provision SP1 G120.

I. **Proprietary Items** - When a proprietary (brand name) product, whether material, equipment or procedure, are specified in the plans or specifications, they are used only to denote the style, type, character, and quality desired of the product. They do not restrict the bidder from proposing other brands, makes, or manufacturers, which are determined to be of equal quality. The approval, or disapproval of those products, will be made by the Engineer prior to allowing those product(s) or material(s) to be incorporated into the work.

J. **Retainage by LGAs** – The LGA for this contract will not retain any amount or percentage from progress payments or final estimates due the contractor.

**Retainage by Contractors** – Contractors are NOT permitted to retain any amount or percentage from monies due their subcontractors or material suppliers on federally funded projects except as permitted by Subarticle 109-4(B) of the *Standard Specifications*.

K. **Traffic Control** – The requirements of the *Manual on Uniform Traffic Control Devices (MUTCD)* – FHWA, as amended by the *NCDOT Supplement to MUTCD*, shall apply. Traffic Control, both vehicular and pedestrian, shall be maintained throughout the project as required by these specifications as modified by the project plans or special provisions.
ALLOWABLE CHANGES TO THE NCDOT 2012 STANDARD SPECIFICATIONS
(11/1/12)

1. Article 102-1 - Delete this section in its entirety.

2. Subarticle 102-8(B) Electronic Bids – Delete this section in its entirety.

3. Subarticle 102-10 – In line 7 of the first paragraph on page 1-18, “60” days shall be modified to “90” days.

4. Subarticle 102-12(A)-Paper Bids – In line 5 the reference to “Contract Officer” shall be changed to “Director of Engineering” or duly authorized agent.

5. Subarticle 102-12(B) Electronic Bids – Delete this section in its entirety.

6. Subarticle 103-2(2(B) Electronic Bids – Delete this section in its entirety.

7. Subarticle 103-3(A)-Criteria for Withdrawal of Bid – Modify the reference “G.S.136-28.1” to “G.S.143-129.1”. In that same subarticle under (5), in the line 28, modify “State Contract Officer” to “Director of Engineering” or duly authorized agent.

8. Article 103-7 - In the first sentence, modify “14” calendar days to “10” per G.S.143-129.

9. Article 103-9 - In the first sentence, modify “14” calendar days to “10” per G.S.143-129.

10. Article 105-9 Construction Stakes, lines and Grades - The Municipality will not set the stakes, lines or grades for this project.

11. Article 107-5 – In line 11, change the word “entity” to “municipality”.

12. Article 108-2 – Add the following requirement to this article after line 16 on page 1-65, “The municipality may add additional requirements as noted in the bid proposal”.

13. Article 108-3 – Change “Division Engineer” in line 18, to “Director of Engineering” or duly authorized agent.

14. Article 108-4 – Change “Resident Engineer” in line 26 to “Director of Engineering” or duly authorized agent.

15. Article 109-8 – Delete this article in its entirety. Fuel Price Adjustments will not apply to this project.

16. Article-620-4 - Delete line 3 through 27 on page 6-39. Asphalt Price Adjustments will not apply to this project.
PROJECT SPECIAL PROVISIONS

GENERAL

PROJECT SPECIFIC CHANGES TO NCDOT 2012 STANDARD SPECIFICATIONS:
SP (Kimley-Horn and Associates)

The January 2012 North Carolina Department of Transportation (NCDOT) Standard Specifications for Roads and Structures, herein referred to as the “NCDOT Standard Specifications,” is part of the Contract Documents and incorporated herein by reference. The Contract Documents are intended to be complementary. In case of any conflict among the Contract Documents that cannot otherwise be resolved, the order of precedence shall be as set forth in Section 105-4 of the NCDOT Standard Specifications.

In addition to the NCDOT issued special provision, Allowable Changes to the NCDOT 2012 Standard Specifications, the NCDOT Standard Specifications are hereby modified as follows:

1. Any reference to submit to Engineer, NCDOT, NCDOT departments or NCDOT staff members for review or approval shall be replaced with “County or duly authorized agent”.
2. Article 102-9(c) – Delete lines 17 through 19.
3. Article 102-14 (A) – In addition to “State Funded Projects”, this section also applies to “County Funded Projects”.
4. Article 103-2 (A)(4)(a) – In addition to “State Funded Projects”, this section also applies to “County Funded Projects”.
5. Article 103-4(A) - In line 19 on page 1-24, “60” days shall be modified to “90” days.
6. Article 104-8(A)(1) – Delete lines 23 through 29 and replace with the following:

   When the Engineer and the Contractor agree to the prices to be paid, the agreement will set forth in a change order. The Contractor may begin work by written authorization from Engineer before executing the change order.

7. Article 104-12(E) – Replace “Resident Engineer and State Value Management Engineer” with “City or authorized agent”.
8. Article 107-15 – Delete this section in its entirety and replace with the “Insurance and Indemnity” project special provision.
9. Article 109-11 – Delete this section in its entirety.
The date of availability for this contract is **the issued date of the Notice to Proceed**, 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 **One Hundred and Eighty (180) days after Notice to Proceed**.

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

The liquidated damages for this contract are **Five Hundred Dollars ($500.00)** per calendar day.

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 **Middle Sound Loop Road (SR 1403), Oyster Lane (SR 1970), Wendover Lane (SR 1929), and Bright Leaf Road (SR 1930)** during the following time restrictions:

**DAY AND TIME RESTRICTIONS**

**Monday Thru Friday 6:00 A.M. to 9:00 A.M. and 4:00 P.M. to 7:00 P.M.**

In addition, the Contractor shall not close or narrow a lane of traffic on **Middle Sound Loop Road (SR 1403), Wendover Lane (SR 1929), and Bright Leaf Road (SR 1930)** detain and/or alter the traffic flow on or during holidays, holiday weekends, special events, or any other time when traffic is unusually heavy, including the following schedules:

**HOLIDAY AND HOLIDAY WEEKEND LANE CLOSURE RESTRICTIONS**

1. For **unexpected occurrence** that creates unusually high traffic volumes, as directed by the Engineer.
2. For **New Year's Day**, between the hours of **6:00 A.M. December 31st and 7:00 P.M. January 2nd**. If New Year's Day is on a Friday, Saturday, Sunday or Monday, then until **7:00 P.M. the following Tuesday**.

3. For **Easter**, between the hours of **6:00 A.M. Thursday and 7:00 PM Monday**.

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

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

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

6. For **Labor Day**, between the hours of **6:00 A.M. Friday and 7:00 P.M. Tuesday**.

7. For **Thanksgiving Day**, between the hours of **6:00 A.M. Tuesday and 7:00 P.M. Monday**.

8. For **Christmas**, between the hours of **6:00 A.M. the Friday before the week of Christmas Day and 7:00 P.M. the following Tuesday after the week of Christmas Day**.

And

The Contractor shall construct the portion of the project on New Hanover County Board of Education property first or during the summer.

The Contractor should review the County’s Noise Ordinance which applies to construction operations.


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 Dollars ($200)** per hour.

13
BID EVALUATION
(4-28-15) SP (Kimley-Horn and Associates, Inc.)

It is the intent of these Contract Documents to:

1. Obtain Bids based upon Unit Prices that have been applied to the Bid Sheets in the Bid Form.

2. The bid will be evaluated on the Total Bid (SR-5001BO and EB-5543). If the lowest responsible Total Bid (SR-5001BO and EB-5543) is within the available funds, the Contract will be awarded to the lowest responsible Bidder.

PERMANENT VEGETATION ESTABLISHMENT
(2-16-12) (Rev. 10-15-13) 104 SP01 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 2012 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 2012 Standard Specifications. No additional compensation will be made for maintenance and removal of temporary erosion control items.
None of the items included in this contract will be major items.

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

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:

<table>
<thead>
<tr>
<th>Fiscal Year</th>
<th>Progress (% of Dollar Value)</th>
</tr>
</thead>
<tbody>
<tr>
<td>2017 (7/01/16 - 6/30/17)</td>
<td>0% of Total Amount Bid</td>
</tr>
<tr>
<td>2018 (7/01/17 - 6/30/18)</td>
<td>100% of Total Amount Bid</td>
</tr>
<tr>
<td>2019 (7/01/18 - 6/30/19)</td>
<td>0% of Total Amount Bid</td>
</tr>
<tr>
<td>2020 (7/01/19 - 6/30/20)</td>
<td>0% of Total Amount Bid</td>
</tr>
<tr>
<td>2021 (7/1/20 – 6/30/21)</td>
<td>0% of Total Amount Bid</td>
</tr>
</tbody>
</table>

The Contractor shall also furnish his own progress schedule in accordance with Article 108-2 of the 2012 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.

Description

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

Definitions

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

Committed DBE Subcontractor - Any DBE submitted at the time of bid that is being used to meet the DBE goal by submission of a Letter of Intent. Or any DBE used as a replacement for a previously committed DBE firm.
Contract Goal Requirement - The approved DBE participation at time of award, but not greater than the advertised contract goal.

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

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

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

Local Government Agencies (NEW HANOVER COUNTY) - The entity letting the contract.

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

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

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

Standard Specifications - The general term comprising all directions, provisions, and requirements contained or referred to in the North Carolina Department of Transportation Standard Specifications for Roads and Structures and any subsequent revisions or additions to such book.

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

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

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

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

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

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

*Letter of Intent* - Form signed by the Contractor and the DBE subcontractor, manufacturer or regular dealer that affirms that a portion of said contract is going to be performed by the signed DBE for the amount listed at the time of bid. [http://connect.ncdot.gov/letting/LetCentral/Letter%20of%20Intent%20to%20Perform%20as%20a%20Subcontractor.pdf](http://connect.ncdot.gov/letting/LetCentral/Letter%20of%20Intent%20to%20Perform%20as%20a%20Subcontractor.pdf)

*Listing of DBE Subcontractors Form* - Form for entering DBE subcontractors on a project that will meet this DBE goal. This form is for paper bids only. [http://connect.ncdot.gov/municipalities/Bid%20Proposals%20for%20LGA%20Content/08%20DBE%20Subcontractors%20(Federal).docx](http://connect.ncdot.gov/municipalities/Bid%20Proposals%20for%20LGA%20Content/08%20DBE%20Subcontractors%20(Federal).docx)

*Subcontractor Quote Comparison Sheet* - Spreadsheet for showing all subcontractor quotes in the work areas where DBEs quoted on the project. This sheet is submitted with good faith effort packages. [http://connect.ncdot.gov/business/SmallBusiness/Documents/DBE%20Subcontractor%20Quote%20Comparison%20Example.xls](http://connect.ncdot.gov/business/SmallBusiness/Documents/DBE%20Subcontractor%20Quote%20Comparison%20Example.xls)
DBE Goal

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

Disadvantaged Business Enterprises 0%

(A) If the DBE goal is more than zero, the Contractor shall exercise all necessary and reasonable steps to ensure that DBEs participate in at least the percent of the contract as set forth above as the DBE goal.

(B) If the DBE goal is zero, the Contractor shall make an effort to recruit and use DBEs during the performance of the contract. Any DBE participation obtained shall be reported to New Hanover County.

Directory of Transportation Firms (Directory)

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

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

Listing of DBE Subcontractors

At the time of bid, bidders shall submit all DBE participation that they anticipate to use during the life of the contract. Only those identified to meet the DBE goal will be considered committed, even though the listing shall include both committed DBE subcontractors and additional DBE subcontractors. Additional DBE subcontractor participation submitted at the time of bid will be used toward the overall race-neutral goal. Only those firms with current DBE certification at the time of bid opening will be acceptable for listing in the bidder’s submittal of DBE participation. The Contractor shall indicate the following required information:

(A) If the DBE goal is more than zero,

(1) Bidders, at the time the bid proposal is submitted, shall submit a listing of DBE participation, including the names and addresses on Listing of DBE Subcontractors contained elsewhere in the contract documents in order for the bid to be considered responsive. Bidders shall indicate the total dollar value of the DBE participation for the contract.

(2) If bidders have no DBE participation, they shall indicate this on the Listing of DBE Subcontractors by entering the word “None” or the number “0.” This form
shall be completed in its entirety. **Blank forms will not be deemed to represent zero participation.** Bids submitted that do not have DBE participation indicated on the appropriate form will not be read publicly during the opening of bids. New Hanover County will not consider these bids for award and the proposal will be rejected.

(3) The bidder shall be responsible for ensuring that the DBE is certified at the time of bid by checking the Directory of Transportation Firms. If the firm is not certified at the time of the bid-letting, that DBE’s participation will not count towards achieving the DBE goal.

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

**DBE Prime Contractor**

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

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

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

**Written Documentation – Letter of Intent**

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

The documentation shall be received in the office of the New Hanover County 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 New Hanover County Engineer no later than 10:00 a.m. on the next official state business day.

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

**Submission of Good Faith Effort**

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

One complete set and five copies of this information shall be received in the office of the New Hanover County 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 New Hanover County 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 DBE quotations shall be a part of the good faith effort submittal. This documentation may include written subcontractor quotations, telephone log notations of verbal quotations, or other types of quotation documentation.

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

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

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

(A) Soliciting through all reasonable and available means (e.g. attendance at pre-bid meetings, advertising, written notices, use of verifiable electronic means through the use of the NCDOT Directory of Transportation Firms) the interest of all certified DBEs who have the capability to perform the work of the contract. The bidder must solicit this interest within at least 10 days prior to bid opening to allow the DBEs to respond to the solicitation. Solicitation shall provide the opportunity to DBEs within the Division and surrounding Divisions where the project is located. The bidder must determine with certainty if the DBEs are interested by taking appropriate steps to follow up initial solicitations.
(B) Selecting portions of the work to be performed by DBEs in order to increase the likelihood that the DBE goals will be achieved.

(1) Where appropriate, break out contract work items into economically feasible units to facilitate DBE participation, even when the prime contractor might otherwise prefer to perform these work items with its own forces.

(2) Negotiate with subcontractors to assume part of the responsibility to meet the contract DBE goal when the work to be sublet includes potential for DBE participation (2\textsuperscript{nd} and 3\textsuperscript{rd} tier subcontractors).

(C) Providing interested DBEs with adequate information about the plans, specifications, and requirements of the contract in a timely manner to assist them in responding to a solicitation.

(D) (1) Negotiating in good faith with interested DBEs. It is the bidder’s responsibility to make a portion of the work available to DBE subcontractors and suppliers and to select those portions of the work or material needs consistent with the available DBE subcontractors and suppliers, so as to facilitate DBE participation. Evidence of such negotiation includes the names, addresses, and telephone numbers of DBEs that were considered; a description of the information provided regarding the plans and specifications for the work selected for subcontracting; and evidence as to why additional agreements could not be reached for DBEs to perform the work.

(2) A bidder using good business judgment would consider a number of factors in negotiating with subcontractors, including DBE subcontractors, and would take a firm’s price and capabilities as well as contract goals into consideration. However, the fact that there may be some additional costs involved in finding and using DBEs is not in itself sufficient reason for a bidder’s failure to meet the contract DBE goal, as long as such costs are reasonable. Also, the ability or desire of a prime contractor to perform the work of a contract with its own organization does not relieve the bidder of the responsibility to make good faith efforts. Bidding contractors are not, however, required to accept higher quotes from DBEs if the price difference is excessive or unreasonable.

(E) Not rejecting DBEs as being unqualified without sound reasons based on a thorough investigation of their capabilities. The bidder’s standing within its industry, membership in specific groups, organizations, or associates and political or social affiliations (for example, union vs. non-union employee status) are not legitimate causes for the rejection or non-solicitation of bids in the bidder’s efforts to meet the project goal.

(F) Making efforts to assist interested DBEs in obtaining bonding, lines of credit, or insurance as required by the recipient or bidder.
(G) Making efforts to assist interested DBEs in obtaining necessary equipment, supplies, materials, or related assistance or services.

(H) Effectively using the services of available minority/women community organizations; minority/women contractors’ groups; Federal, State, and local minority/women business assistance offices; and other organizations as allowed on a case-by-case basis to provide assistance in the recruitment and placement of DBEs. Contact within 7 days from the bid opening NCDOT’s Business Opportunity and Work Force Development Unit at DBE@ncdot.gov to give notification of the bidder’s inability to get DBE quotes.

(I) Any other evidence that the bidder submits which shows that the bidder has made reasonable good faith efforts to meet the DBE goal.

In addition, New Hanover County may take into account the following:

(1) Whether the bidder’s documentation reflects a clear and realistic plan for achieving the DBE goal.

(2) The bidders’ past performance in meeting the DBE goals.

(3) The performance of other bidders in meeting the DBE goal. For example, when the apparent successful bidder fails to meet the DBE goal, but others meet it, you may reasonably raise the question of whether, with additional reasonable efforts the apparent successful bidder could have met the goal. If the apparent successful bidder fails to meet the DBE goal, but meets or exceeds the average DBE participation obtained by other bidders, New Hanover County may view this, in conjunction with other factors, as evidence of the apparent successful bidder having made a good faith effort.

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

Non-Good Faith Appeal

The New Hanover County 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 New Hanover County Engineer. The appeal shall be made within 2 business days of notification of the determination of non-good faith.
Counting DBE Participation Toward Meeting DBE Goal

(A) Participation

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

(B) Joint Checks

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

(C) Subcontracts (Non-Trucking)

A DBE may enter into subcontracts. Work that a DBE subcontracts to another DBE firm may be counted toward the contract goal requirement. Work that a DBE subcontracts to a non-DBE firm does not count toward the contract goal requirement. If a DBE contractor or subcontractor subcontracts a significantly greater portion of the work of the contract than would be expected on the basis of standard industry practices, it shall be presumed that the DBE is not performing a commercially useful function. The DBE may present evidence to rebut this presumption to New Hanover County. New Hanover County's decision on the rebuttal of this presumption is subject to review by the Federal Highway Administration but is not administratively appealable to USDOT.

(D) Joint Venture

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

(E) Suppliers

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

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

(1) The fees or commissions charged by a DBE firm for providing a *bona fide* service, such as professional, technical, consultant, or managerial services, or for providing bonds or insurance specifically required for the performance of a DOT-assisted contract, provided the fees or commissions are determined to be reasonable and not excessive as compared with fees and commissions customarily allowed for similar services.

(2) With respect to materials or supplies purchased from a DBE, which is neither a manufacturer nor a regular dealer, count the entire amount of fees or commissions charged for assistance in the procurement of the materials and supplies, or fees or transportation charges for the delivery of materials or supplies required on a job site (but not the cost of the materials and supplies themselves), provided the fees are determined to be reasonable and not excessive as compared with fees customarily allowed for similar services.

**Commercially Useful Function**

(A) DBE Utilization

The Contractor may count toward its contract goal requirement only expenditures to DBEs that perform a commercially useful function in the work of a contract. A DBE performs a commercially useful function when it is responsible for execution of the work of the contract and is carrying out its responsibilities by actually performing, managing, and supervising the work involved. To perform a commercially useful function, the DBE shall also be responsible with respect to materials and supplies used on the contract, for negotiating price, determining quality and quantity, ordering the material and installing (where applicable) and paying for the material itself. To determine whether a DBE is performing a commercially useful function, New Hanover County will evaluate the amount of work subcontracted, industry practices, whether the amount the firm is to be paid under the contract is commensurate with the work it is actually performing and the DBE credit claimed for its performance of the work, and any other relevant factors.

(B) DBE Utilization in Trucking

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

(1) The DBE shall be responsible for the management and supervision of the entire trucking operation for which it is responsible on a particular contract, and there shall not be a contrived arrangement for the purpose of meeting DBE goals.
(2) The DBE shall itself own and operate at least one fully licensed, insured, and operational truck used on the contract.

(3) The DBE receives credit for the total value of the transportation services it provides on the contract using trucks it owns, insures, and operates using drivers it employs.

(4) The DBE may subcontract the work to another DBE firm, including an owner-operator who is certified as a DBE. The DBE who subcontracts work to another DBE receives credit for the total value of the transportation services the subcontracted DBE provides on the contract.

(5) The DBE may also subcontract the work to a non-DBE firm, including from an owner-operator. The DBE who subcontracts the work to a non-DBE is entitled to credit for the total value of transportation services provided by the non-DBE subcontractor not to exceed the value of transportation services provided by DBE-owned trucks on the contract. Additional participation by non-DBE subcontractors receives credit only for the fee or commission it receives as a result of the subcontract arrangement. The value of services performed under subcontract agreements between the DBE and the Contractor will not count towards the DBE contract requirement.

(6) A DBE may lease truck(s) from an established equipment leasing business open to the general public. The lease must indicate that the DBE has exclusive use of and control over the truck. This requirement does not preclude the leased truck from working for others during the term of the lease with the consent of the DBE, so long as the lease gives the DBE absolute priority for use of the leased truck. This type of lease may count toward the DBE’s credit as long as the driver is under the DBE’s payroll.

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

**DBE Replacement**

When a Contractor has relied on a commitment to a DBE firm (or an approved substitute DBE firm) to meet all or part of a contract goal requirement, the contractor shall not terminate the DBE for convenience. This includes, but is not limited to, instances in which the Contractor seeks to perform the work of the terminated subcontractor with another DBE subcontractor, a non-DBE subcontractor, or with the Contractor’s own forces or those of an affiliate. A DBE may only be terminated after receiving the New Hanover County Engineer’s written approval based upon a finding of good cause for the termination. The prime contractor must give the DBE firm five (5) calendar days to respond to the prime contractor’s notice of termination and advise
the prime contractor and the Department of the reasons, if any, why the firm objects to the proposed termination of its subcontract and why the Department should not approve the action.

All requests for replacement of a committed DBE firm shall be submitted to the New Hanover County 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.

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

(A) Performance Related Replacement

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

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

(1) Copies of written notification to DBEs that their interest is solicited in contracting the work defaulted by the previous DBE or in subcontracting other items of work in the contract.

(2) Efforts to negotiate with DBEs for specific subbids including, at a minimum:

   (a) The names, addresses, and telephone numbers of DBEs who were contacted.

   (b) A description of the information provided to DBEs regarding the plans and specifications for portions of the work to be performed.

(3) A list of reasons why DBE quotes were not accepted.

(4) Efforts made to assist the DBEs contacted, if needed, in obtaining bonding or insurance required by the Contractor.

(B) Decertification Replacement

(1) When a committed DBE is decertified by the NCDOT after the SAF (Subcontract Approval Form) has been received by New Hanover County, New Hanover County will not require the Contractor to solicit replacement DBE participation equal to the remaining work to be performed by the decertified firm. The participation equal to the remaining work performed by the decertified firm will count toward the contract goal requirement.
When a committed DBE is decertified prior to the New Hanover County receiving the SAF (Subcontract Approval Form) for the named DBE firm, the Contractor shall take all necessary and reasonable steps to replace the DBE subcontractor with another DBE subcontractor to perform at least the same amount of work to meet the DBE goal requirement. If a DBE firm is not found to do the same amount of work, a good faith effort must be submitted to New Hanover County Engineer (see A herein for required documentation).

**Changes in the Work**

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

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

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

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

**Reports and Documentation**

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

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

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

**Reporting Disadvantaged Business Enterprise Participation**

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

(A) Withholding of money due in the next partial pay estimate; or

(B) Removal of an approved contractor from the prequalified bidders’ list or the removal of other entities from the approved subcontractors list.

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

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

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

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

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

The Contractor shall report the accounting of payments on the NCDOT’s DBE-IS (*Subcontractor Payment Information*) with each invoice. Invoices will not be processed for payment until the DBE-IS is received.

**Failure to Meet Contract Requirements**

Failure to meet contract requirements in accordance with Subarticle 102-15(J) of the 2012 *Standard Specifications* may be cause to disqualify the Contractor.
CERTIFICATION FOR FEDERAL-AID CONTRACTS
(3-21-90)  SP01 G85

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

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

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

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

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

U.S. DEPARTMENT OF TRANSPORTATION HOTLINE
(11-22-94)  108-5  SP01 G100

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

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

The hotline is part of the DOT's continuing effort to identify and investigate highway construction contract fraud and abuse is operated under the direction of the DOT Inspector General. All information will be treated confidentially and caller anonymity will be respected.
CARGO PREFERENCE ACT:
(2-16-16)

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

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

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

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

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

SUBSURFACE INFORMATION
(7-1-95) 450 SP01 G112 A

There is **no** subsurface information available on this project. The Contractor shall make his own investigation of subsurface conditions.

LOCATING EXISTING UNDERGROUND UTILITIES
(3-20-12) 105 SP01 G115

Revise the 2012 Standard Specifications as follows:

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

Identify excavation locations by means of pre-marking with white paint, flags, or stakes or provide a specific written description of the location in the locate request.
Revise the 2012 Standard Specifications as follows:

Page 1-36, Subarticle 104-12(B) Evaluation of Proposals, lines 42-44, replace the fourth sentence of the second paragraph with the following:

Pending execution of a formal supplemental agreement implementing an approved VEP and transferal of final plans (hard copy and electronic) sealed by an engineer licensed in the State of North Carolina incorporating an approved VEP to the Resident Engineer and the State Value Management Engineer, the Contractor shall remain obligated to perform the work in accordance with the terms of the existing contract.

Page 1-37, Subarticle 104-12(D) Preliminary Review, lines 9-12, replace the first sentence of the first paragraph with the following:

Should the Contractor desire a preliminary review of a possible VEP, before expending considerable time and expense in full development, a copy of the Preliminary VEP shall be submitted to the Resident Engineer and the State Value Management Engineer at ValueManagementUnit@ncdot.gov.

Page 1-37, Subarticle 104-12(E) Final Proposal, lines 22-23, replace the first sentence of the first paragraph with the following:

A copy of the Final VEP shall be submitted by the Contractor to the Resident Engineer and the State Value Management Engineer at ValueManagementUnit@ncdot.gov.

Page 1-38, Subarticle 104-12(F) Modifications, lines 2-8, replace the first paragraph with the following:

To facilitate the preparation of revisions to contract drawings, the Contractor may purchase reproducible copies of drawings for his use through the Department’s Value Management Unit. The preparation of new design drawings by or for the Contractor shall be coordinated with the appropriate Design Branch through the State Value Management Engineer. The Contractor shall provide, at no charge to the Department, one set of reproducible drawings of the approved design needed to implement the VEP. Drawings (hard copy and electronic) which are sealed by an engineer licensed in the State of North Carolina shall be submitted to the State Value Management Engineer no later than ten (10) business days after acceptance of a VEP unless otherwise permitted.

Page 1-38, Subarticle 104-12(F) Modifications, line 17, add the following at the end of the third paragraph:
Supplemental agreements executed for design-bid-build contracts shall reflect any realized savings in the corresponding line items. Supplemental agreements executed for design-build contracts shall add one line item deducting the full savings from the total contract price and one line item crediting the Contractor with 50% of the total VEP savings.

**Page 1-38, Subarticle 104-12(F) Modifications, lines 45-47,** replace the eighth paragraph with the following:

Unless and until a supplemental agreement is executed and issued by the Department and final plans (hard copy and electronic) sealed by an engineer licensed in the State of North Carolina incorporating an approved VEP have been provided to the Resident Engineer and the State Value Management Engineer, the Contractor shall remain obligated to perform the work in accordance with the terms of the existing contract.

**RESOURCE CONSERVATION**  
(5-21-13) (Rev. 5-19-15) 104-13 SP01 G118

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

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

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

Submit the Project Construction Reuse and Recycling Reporting Form by August 1 annually to valuemanagementunit@ncdot.gov. For questions regarding the form or reporting, please contact the State Value Management Engineer at 919-707-4810.
DOMESTIC STEEL
(4-16-13) 106 SP01 G120

Revise the 2012 Standard Specifications as follows:

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

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

MAINTENANCE OF THE PROJECT
(11-20-07) (Rev. 1-17-12) 104-10 SP01 G125

Revise the 2012 Standard Specifications as follows:

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

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

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

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

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

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

IRAN DIVESTMENT ACT:
(5-17-16) SP01 G151

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

By submitting the Offer, the Contractor certifies that, as of the date of this bid, it is not on the then-current List created by the State Treasurer. The Contractor must notify the Department immediately if, at any time before the award of the contract, it is added to the List.
As an ongoing obligation, the Contractor must notify the Department immediately if, at any time during the contract term, it is added to the List. Consistent with § 147-86.59, the Contractor shall not contract with any person to perform a part of the work if, at the time the subcontract is signed, that person is on the then-current List.

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

**GIFTS FROM VENDORS AND CONTRACTORS**
(12-15-09) 107-1 SP01 G152

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

(A) Have a contract with a governmental agency; or

(B) Have performed under such a contract within the past year; or

(C) Anticipate bidding on such a contract in the future.

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

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

**LIABILITY INSURANCE:**
(5-20-14) SP01 G160

Revise the 2012 Standard Specifications as follows:

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

Prior to beginning services, all contractors shall provide proof of coverage issued by a workers’ compensation insurance carrier, or a certificate of compliance issued by the Department of Insurance for self-insured subcontractors, irrespective of whether having regularly in service fewer than three employees.
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 of 0.5 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-B Certified Designer on the erosion and sediment control/stormwater component of all reclamation
plans and if applicable, the certification number of the Level III-A Certified Designer on the design of the project erosion and sediment control/stormwater plan.

**Preconstruction Meeting**

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

**Ethical Responsibility**

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

**Revocation or Suspension of Certification**

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

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

(A) Failure to adequately perform the duties as defined within this certification provision.

(B) Issuance of an ICA, NOV, or Cease and Desist Order.

(C) Failure to fully perform environmental commitments as detailed within the permit conditions and specifications.

(D) Demonstration of erroneous documentation or reporting techniques.

(E) Cheating or copying another candidate’s work on an examination.

(F) Intentional falsification of records.

(G) Directing a subordinate under direct or indirect supervision to perform any of the above actions.

(H) Dismissal from a company for any of the above reasons.

(I) Suspension or revocation of one’s certification by another entity.

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

A certificant has the right to appeal any adverse action which results in suspension or permanent revocation of certification by responding, in writing, to the Chief Engineer within 10 calendar days after receiving notice of the proposed adverse action.
Failure to appeal within 10 calendar days will result in the proposed adverse action becoming effective on the date specified on the certified notice. Failure to appeal within the time specified will result in a waiver of all future appeal rights regarding the adverse action taken. The certificant will not be allowed to perform duties associated with the certification during the appeal process.

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

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

Measurement and Payment

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

PROCEDURE FOR MONITORING BORROW PIT DISCHARGE

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

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

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

(B) Evaluate the upstream conditions to determine if the exceedance of the standard is due to natural background conditions. If the background turbidity measurements exceed the standard, operation of the pit and discharge can continue as long as the stream turbidity levels are not increased due to the discharge.

(C) Measure and record the turbidity test results (time, date and sampler) at all defined sampling locations 30 minutes after startup and at a minimum, one additional sampling of all sampling locations during that 24-hour period in which the borrow pit is discharging.
(D) Notify DWQ within 24 hours of any stream turbidity standard exceedances that are not brought into compliance.

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

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

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

The Contractor shall use the NCDOT Turbidity Reduction Options for Borrow Pits Matrix, available at [http://www.ncdot.gov/doh/operations/dp_chief_eng/roadside/fieldops/downloads/Files/TurbidityReductionOptionSheet.pdf](http://www.ncdot.gov/doh/operations/dp_chief_eng/roadside/fieldops/downloads/Files/TurbidityReductionOptionSheet.pdf) to plan, design, construct, and maintain BMPs to address water quality standards. Tier I Methods include stilling basins which are standard compensatory BMPs. Other Tier I methods are non-compensatory and shall be used when needed to meet the stream turbidity standards. Tier II Methods are also non-compensatory 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.

Monitoring borrow pit discharge will be incidental to the project for which no direct compensation will be made.
Revise the 2012 Standard Specifications as follows:

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

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

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

**STATE HIGHWAY ADMINISTRATOR TITLE CHANGE**

(9-18-12) SP01 G185

Revise the 2012 Standard Specifications as follows:

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

**MAINTAINING ACCESS**

(04-28-15) SP (Kimley-Horn and Associates, Inc.)

**Limitation of Operations**

The Contractor shall control his operations and the operations of his subcontractors and all suppliers so as to provide for the free and unobstructed movement of traffic.

When the work requires the Contractor to conduct his operations in an area, which disrupts the public access, the work shall be coordinated with the County at least 48 hours prior to commencement of such work.

The Contractor shall not close an area until so authorized by the County and until the necessary temporary sign(s) is in place.

**DELIVERY AND ACCEPTANCE OF MATERIALS**

(04-28-15) SP (Kimley-Horn and Associates, Inc.)

The project inspector shall be on site to verify and accept materials delivered to the project. The Contractor will be required to coordinate with the inspector and schedule delivery times of materials so the inspector may witness and accept delivery of project items. If the project inspector is not on site at time of delivery of materials, the County reserves the right to refuse payment of all associated materials delivered to the project.

Acceptance of materials to the project site does not guarantee acceptance or approval of use of materials on and/or within the project. Acceptance of use of materials shall follow guidelines as noted within the “Submittals and Shop Drawings” specification listed within these contract documents.
DRUG FREE WORKPLACE
(04-28-15) SP (Kimley-Horn and Associates, Inc.)

The Contractor is to provide and maintain a drug free workplace, including certification, in accordance with the Federal Drug Free Workplace Act of 1988 (40 CFR Part 32).

MATERIALS SAMPLING AND TESTING
(05-25-15) SP (Kimley-Horn and Associates, Inc.)

The County will select an independent company for materials sampling and testing with a recognized and approved testing laboratory. The expense of such tests shall be borne by the County, unless otherwise specified. No direct payment will be made for coordination of these tests as such costs will be considered incidental to other work being paid for by the various items in the contract.

The Contractor shall schedule and coordinate each test. The County shall have the option to reject request for testing due to the Contractor's inadequate preparation of material or other reasonable causes determined by the County as necessary for the delay of testing. The Contractor shall notify the County 48 hours ahead of time of the scheduled test and shall supply all material tests to the County. Any cost resulting from the County requiring re-compaction or retesting of a previously compacted and tested fill shall be borne by the Contractor.

SUBMITALS AND SHOP DRAWINGS
(06-01-15) SP (Kimley-Horn and Associates, Inc.)

Unless otherwise specified herein, the Contractor shall submit shop drawings for construction materials for acceptance by the County or their authorized agent, prior to use of such material on the project site. Submittals shall be made for, but not limited to, the following items: asphalt, concrete, storm drainage, public utility, and structure products. The Contractor shall submit five (5) sets of shop drawings for each material to be reviewed by the Engineer unless otherwise noted. The Engineer shall have twenty-one (21) calendar days to complete the review. Upon review, notification will be provided to the County and the Contractor of acceptance, corrections needed, or rejection of the materials. No separate payment will be made for this work, and all associated costs will be considered incidental to other items in the contract.

REQUEST FOR INFORMATION (RFI) PROCEDURES
(09-09-15) SP (Kimley-Horn and Associates, Inc.)

All requests for information need to be sent to the County or duly authorized agent in writing.

PRE-CONSTRUCTION CONFERENCE
(09-09-15) SP (Kimley-Horn and Associates, Inc.)

A pre-construction conference will be scheduled as soon as practical after award of the Contract. The Contractor shall attend the pre-construction conference with the prospective project superintendent, any anticipated major subcontractors and major suppliers. The utility representatives should also be invited to the pre-construction conference. A proposed progress schedule in a form satisfactory to the Construction Manager and a statement of the anticipated
monthly progress payments showing the percent of progress each month shall be submitted by the Contractor to the County. The Contractor shall also provide at least two (2) local telephone numbers that may be used to contact the Contractor or the Contractor’s authorized representative in the event of an emergency after normal business hours.

**VIDEOTAPE AND PHOTOGRAPHS OF PROJECT SITE**

The Contractor will videotape and photograph the project site in its entirety before construction begins, but not more than 60 days prior to construction. The recordings shall contain coverage of all surface features within the construction zone and adjoining properties. These features shall include, but not be limited to, all roadways, pavement, retention ponds, railroad tracks, curbs, driveways, sidewalks, culverts, headwalls, retaining walls, landscaping trees, visible utilities, fences, structures, buildings, and other distinguishing features. Of particular concern, shall be the condition of existing vegetation, terrain, and structures and the existence or nonexistence of any faults, fracture, or defects. Appropriate audio and written narration will include location and description of property and physical features. The Contractor will provide two colored copies of the project tape in DVD format and two colored copies of photographs to the County for acceptance prior to commencement of work. If Contractor begins work prior to acceptance of videotape and photographs, the Contractor assumes responsibility and costs to restore any damaged item within the project corridor to a County acceptable condition. Contractor shall also provide videotape and photograph of the project site after substantial completion of the project. No separate payment will be made for this work, and all associated costs will be considered incidental to other items in the contract.

**RECORD SURVEY**

Conduct a field record survey of as-built project improvements by an NC Registered Professional Land Surveyor and provide resulting data to the project Engineer in print and digital formats.

All mapped improvements shall be on an accurate graphical representation, neatly lettered, properly dimensioned and identified on a mylar reproducible tracing 22” x 34” in size at a scale designated by the Engineer.

Identification and location of site improvements shall conform to the recommended standards of the North Carolina Licensing Board for Professional Engineers and Land Surveyors. Record Survey is to be provided by the Contractor.

- **Limits:** The subject property as defined by the Contract Documents.
- **Control:** Vertical control shall be based on the benchmarks on the site. Baselines shall be established in such a manner as to accurately locate spot elevations in a 50-foot minimum grid pattern. All top and toe slopes with centerline of draws and ditches shall be located.
- **Improvements:** All planimetric information shall be tied to the established grid. Contours shall be drawn at a 1 foot interval with spot elevations at high and low points. Within the area to be surveyed, locate all improvements and identify the following:
Finished grades.
Curbing, walks and paving.
Curb cuts and access drives.
Storm drainage improvements (with invert elevations).
Curb ramps.

Upon completion of record survey, submit in print and digital format to the Engineer for the Owner’s record. No additional compensation will be provided for costs associated with this work as it is considered incidental to other work being performed under the contract.

**INSURANCE AND INDEMNITY**

(03-28-17) SP (New Hanover County)

To the fullest extent permitted by law, **CONTRACTOR** shall indemnify and hold harmless **COUNTY**, its officers, officials, agents, employees, and **NCDOT** from and against liability, claims, damages, losses and expenses, including attorneys’ fees, arising out of or resulting from performance of the Work, provided that such liability, claims, damage, loss or expense is attributable to bodily injury, sickness, disease or death, or to injury to or destruction of tangible property (other than the Work itself) including loss of use resulting therefrom, but only to the extent caused in whole or in part by negligent acts or omissions of **CONTRACTOR**, anyone directly or indirectly employed by it or anyone for whose acts they may be liable, regardless of whether or not such liability, claim, damage, loss or expense is caused in part by **COUNTY**, its officers, officials, agents and employees.

**CONTRACTOR** shall maintain Workers’ Compensation as required by the State of North Carolina and Employer’s Liability Insurance. The Employer’s Liability, and if necessary, Commercial Umbrella Liability (CUL) insurance shall not be less than $500,000 each accident for bodily injury by accident, $500,000 each employee for bodily injury by disease, and $500,000 policy limit. The Insurer shall agree to waive all rights of subrogation against County, its officers, officials, agents, and employees for losses arising from the Work performed by Contractor for County.

**CONTRACTOR** shall maintain, at its expense, the following minimum insurance coverage:

**CONTRACTOR** shall maintain Commercial General Liability (CGL) with a total limit of not less than $1,000,000 each occurrence for bodily injury and property damage. If such CGL insurance contains a general aggregate limit, it shall apply separately to the Project or the general aggregate shall be twice the required limit. CGL insurance shall be written on Insurance Services Office (ISO) “occurrence” form CG 00 01 covering CGL or its equivalent and shall cover the liability arising from premises, operations, independent contractors, products-completed operations, personal and advertising injury, and liability assumed under an insured contract, including the tort liability of another assumed in a business contract.

**COUNTY**, its officers, officials, agents, employees, and **NCDOT** are to be covered as additional insureds under the CGL by endorsement CG 20 10 and CG 20 37 or an endorsement providing equivalent coverage with respect to liability arising out of
activities performed by or on behalf of Contractor; products and completed operations of Contractor; premises owned, leased or used by Contractor; and under the commercial umbrella, if required by County. The coverage shall contain no special limitations on the scope of protection afforded to COUNTY, its officers, officials, agents, employees, and NCDOT. The status of COUNTY and NCDOT as an additional insured under a CGL obtained in compliance with this Contract shall not restrict coverage under such CGL with respect to the escape or release of pollutants at or from the Project site. There shall be no endorsement or modification of the CGL or Umbrella Liability limiting the scope of coverage for liability arising from pollution, explosion, collapse, underground property damage, employment-related practices, or damage to the named insured’s work. Contractor shall maintain CGL and, if necessary Commercial Umbrella Liability (CUL) insurance, both applicable to liability arising out of Contractor’s completed operations, with a limit of not less than $5,000,000 each occurrence for at least three (3) years following substantial completion of the Work. Contractor’s CGL insurance shall be primary as to County, its officers, officials, agents, and employees. Any other insurance or self-insurance maintained by County, its officers, officials, agents, and employees shall be excess of and not contribute toward Contractor’s insurance.

CONTRACTOR shall maintain Business Auto Liability and, if necessary, CUL insurance with a limit of not less than $1,000,000 combined single limit. Such insurance shall cover liability arising out of any auto, including owned, hired, and non-owned autos. Business Auto coverage shall be written on ISO form CA 00 01, or a substitute form providing equivalent liability coverage. If necessary, the policy shall be endorsed to provide contractual liability coverage equivalent to that provided in ISO form CA 00 01. Contractor’s Business Auto Liability insurance shall be primary as to County, its officers, officials, agents, and employees. Any other insurance or self-insurance maintained by County, its officers, officials, agents, and employees shall be excess of and not contribute with Contractor’s insurance.

CONTRACTOR agrees to furnish COUNTY proof of compliance with the insurance coverage requirements of this contract prior to commencing work. COUNTY and NCDOT shall be listed as insured parties on insurance forms. CONTRACTOR shall furnish COUNTY a certificate of insurance from an insurance company, licensed to do business in the State of North Carolina and acceptable to COUNTY verifying the existence of any insurance coverage required by COUNTY. The certificate will provide for thirty (30) days advance notice in the event of termination or cancellation of coverage.

TAXES
(06-01-15) SP (Kimley-Horn and Associates, Inc.)

The Contractor will pay all sales, consumer, use and other similar taxes required by the law of the place where the project is performed. The Contractor shall provide along with each pay request a detailed list of all sales taxes paid along with a copy of all invoices, on forms approved by the City, for all materials incorporated into this project and all consumable materials used in the construction of the project. The Contractor shall maintain on file for up to three (3) years a copy of all invoices and the list of sales tax paid on this project.
STORAGE OF MATERIALS
(04-27-16) SP (Kimley-Horn and Associates, Inc.)

In addition to Section 106-5 of the January 2012 North Carolina Department of Transportation Standards and Specifications for Roadways and Structures the following shall also apply:

Private property shall not be used for storage purposes without written permission of the Owner or lessee of such property. This does not apply to excavated and/or waste material from the project that shall be regulated by reclamation plans development and approval. The Contractor shall make all arrangements and bear all expenses for the storage of materials on private property. Upon request, the Contractor shall furnish the Director of Public Works a copy of the property owner's permission.

The Contractor shall be responsible for locating and providing any additional storage areas (not shown on the plans) for construction materials and equipment. The material and equipment storage shall comply with all local and state ordinances throughout the construction period. The Contractor shall restore the storage area to its original condition upon completion of the Project or upon such time as directed by the Engineer. Such restoration shall be at no additional cost to the County.

The Contractor shall be responsible for the safeguarding of materials and equipment against fire, theft and vandalism and shall not hold the County responsible in any way for the occurrences of same. The Contractor shall furnish and erect, at no additional cost, whatever works may be necessary for the protection of the public, including but not limited to barricades, fences, etc. Prior to final payment being made, the Contractor shall obtain a release from the property owner of the storage area utilized for the Project.

USE OF PREMISES
(06-01-15) SP (Kimley-Horn and Associates, Inc.)

The Contractor shall confine his equipment, storage of materials, and construction operations to the contract limits as shown on the Drawings or if no contract limits are shown, to the right-of-way shown and as prescribed by ordinances or permits or as may be directed by the County and shall not unreasonably encumber the site or public rights of way with his materials and construction equipment.

The Contractor shall comply with all reasonable instructions of the County and the ordinances and codes of the County, regarding signs, advertising, traffic, fires, explosives, danger signals, and barricades.

WATER SUPPLY
(06-01-15) SP (Kimley-Horn and Associates, Inc.)

The Contractor will be responsible for organizing a water source. No separate payment will be made for this work, and all associated costs will be considered incidental to other items in the contract.
The **Contractor** shall maintain emergency fire equipment access to all fire hydrants within the project area at all times. Notify the County Fire Department, 910-686-7420 seventy-two (72) hours prior to work being performed within 200 feet of any fire hydrant.

**WORK HOURS**

The County’s standard work hours are Monday thru Friday 8:00 AM to 5:00 PM. No work shall commence outside of standard work hours or during the weekend without written approval from the County or their authorized agent.
Prior to the prosecution of sections of work, the Contractor shall provide a one-week advance written notice to all individuals, homeowners, business owners, utilities, and others along the line of construction who are within or immediately adjacent to the limits of disturbance shown on the plans that may be affected by any aspect of the work that is contemplated. The list of owners that have temporary or permanent easements associated with the project is included in the “Business Access” specification below. Other adjacent property owners should also be contacted in the event that they are affected by the work. Such notice may be delivered by door contact, door knob hanger, or letter and shall briefly describe the nature and estimated timetable of the work and shall provide any additional information or instructions that may be desirable or necessary. The Contractor shall notify those affected by the work that any items, i.e., bushes, trees, fences, etc. in the right-of-way or easement are subject to be removed. The Contractor will work with the individuals to allow them reasonable time to remove the items themselves or if they prefer, the Contractor may remove and lay aside the item for the owner to relocate. If the owner does not wish to salvage the item, the Contractor shall remove it and dispose of it offsite. The notice shall also include the name and telephone number of the Contractor’s contact person for further information related to the project. A proposed draft of the written notice shall be submitted by the Contractor to the County for approval prior to the initiation of any work.

There will be no direct payment for the work covered by this provision. Payment at the contract unit prices for the various items in the contract will be full compensation for all work covered by this provision.

Demolition and excavations shall be done in such a manner as to provide for safe working conditions for the employees and the public for the duration of the project. Access to businesses, buildings and facilities along the project will be maintained at all times, unless directed otherwise by the Engineer. Ramps, boardwalks, barricades, signs, etc. shall be utilized to safely channelize pedestrian traffic through a work zone. The Contractor must coordinate with the property/business owners. The Contractor shall notify home and business owners at least 7 days prior to construction that construction will take place in their area and give at least 72 hours’ notice prior to detouring or closing any driveway or business access within the project limits. The Contractor shall minimize the use of temporary construction easements shown within private parking lots and is requested to not park personal vehicles, construction equipment, or store materials within the private parking lots for extended periods of time (only utilize area as necessary to complete the immediate work). There will be no direct payment for the work covered by this provision. Payment at the contract unit prices for the various items in the contract will be full compensation for all work covered by this provision.
<table>
<thead>
<tr>
<th>PARCEL #</th>
<th>PARCEL OWNER</th>
</tr>
</thead>
<tbody>
<tr>
<td>1</td>
<td>George Murphy &amp; Mary Murphy</td>
</tr>
<tr>
<td>2</td>
<td>Ljerka Stock Losa Trust</td>
</tr>
<tr>
<td>3</td>
<td>James J. Mulder</td>
</tr>
<tr>
<td>4</td>
<td>Board of Education of New Hanover County</td>
</tr>
<tr>
<td>5</td>
<td>Rudolph &amp; Judith Brewington</td>
</tr>
<tr>
<td>6</td>
<td>Princeton Place Home Owners Association</td>
</tr>
<tr>
<td>7</td>
<td>Patricia L Kelleher</td>
</tr>
<tr>
<td>8</td>
<td>Anthony J Balkus, III &amp; Karen Marie Balkus</td>
</tr>
</tbody>
</table>

**CLEARING AND GRUBBING - METHOD II**  
(9-17-02) (Rev. 8-18-15) 200 SP02 R02A

Perform clearing on this project to the limits established by Method “II” shown on Standard Drawing No. 200.02 of the *2012 Roadway Standard Drawings*. Conventional clearing methods may be used except where permit drawings or conditions have been included in the proposal which require certain areas to be cleared by hand methods.

**BURNING RESTRICTIONS**  
(7-1-95) 200, 210, 215 SP02 R05

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

**SHOULDER AND FILL SLOPE MATERIAL**  
(5-21-02) 235, 560 SP02 R45A

**Description**

Perform the required shoulder and slope construction for this project in accordance with the applicable requirements of Section 560 and Section 235 of the *2012 Standard Specifications*.

**Measurement and Payment**

Where the material has been obtained from an authorized stockpile or from a borrow source and *Borrow Excavation* is not included in the contract, no direct payment will be made for this work, as the cost of this work will be part of the work being paid at the contract lump sum price for *Grading*. If *Borrow Excavation* is included in this contract and the material has been obtained from an authorized stockpile or from a borrow source, measurement and payment will be as provided in Section 230 of the *2012 Standard Specifications* for *Borrow Excavation*.
SELECT GRANULAR MATERIAL:
(3-16-10) (Rev. 1-17-12) 265  SP02 R80

Revise the 2012 Standard Specifications as follows:

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

Use only Class III select material for select granular material.

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

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

Payment will be made under:

<table>
<thead>
<tr>
<th>Pay Item</th>
<th>Pay Unit</th>
</tr>
</thead>
<tbody>
<tr>
<td>Select Granular Material, Class III</td>
<td>Cubic Yard</td>
</tr>
</tbody>
</table>

PIPE INSTALLATION
(11-20-12) (Rev. 8-18-15) 300  SP03 R001

Revise the 2012 Standard Specifications as follows:

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

<table>
<thead>
<tr>
<th>Item</th>
<th>Section</th>
</tr>
</thead>
<tbody>
<tr>
<td>Flowable Fill, Excavatable</td>
<td>1000-6</td>
</tr>
<tr>
<td>Grout, Type 2</td>
<td>1003</td>
</tr>
<tr>
<td>Geotextiles, Type 4</td>
<td>1056</td>
</tr>
</tbody>
</table>

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

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

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

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

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# 57 STONE
(04-28-15) SP (Kimley-Horn and Associates, Inc.)

Description

Place No. 57 Stone at the locations designated in the contract for stabilizing subgrade and as directed.

Materials

No. 57 Stone .......................................................................................................................... Section 1005

Measurement and Payment

The quantity of No. 57 stone to be paid for will be the actual number of tons of No. 57 stone which has been incorporated into the work, or has been delivered to and stockpiled on the project as directed by the Engineer. No.57 stone that has been stockpiled will not be measured a second time. No.57 stone will be measured by being weighed in trucks on certified platform scales or other certified weighing devices.

Payment will be made under:

<table>
<thead>
<tr>
<th>Pay Item</th>
<th>Pay Unit</th>
</tr>
</thead>
<tbody>
<tr>
<td># 57 Stone</td>
<td>Tons</td>
</tr>
</tbody>
</table>

FLOWABLE FILL:
(9-17-02) (Rev 1-17-12)

Description

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

Materials

Refer to Division 10 of the 2012 Standard Specifications.

<table>
<thead>
<tr>
<th>Item</th>
<th>Section</th>
</tr>
</thead>
<tbody>
<tr>
<td>Flowable Fill</td>
<td>1000-6</td>
</tr>
</tbody>
</table>

Construction Methods

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

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

Payment will be made under:

<table>
<thead>
<tr>
<th>Pay Item</th>
<th>Pay Unit</th>
</tr>
</thead>
<tbody>
<tr>
<td>Flowable Fill</td>
<td>Cubic Yard</td>
</tr>
</tbody>
</table>

**ASPHALT PAVEMENTS - SUPERPAVE**

(6-19-12) (Rev. 8-16-16) 605, 609, 610, 650, 660 SP06 R001

Revise the *2012 Standard Specifications* as follows:

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

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

<table>
<thead>
<tr>
<th>TABLE 605-1</th>
</tr>
</thead>
<tbody>
<tr>
<td>APPLICATION RATES FOR TACK COAT</td>
</tr>
</tbody>
</table>

<table>
<thead>
<tr>
<th>Existing Surface</th>
<th>Target Rate (gal/sq)</th>
</tr>
</thead>
<tbody>
<tr>
<td></td>
<td>Emulsified Asphalt</td>
</tr>
<tr>
<td>New Asphalt</td>
<td>0.04 ± 0.01</td>
</tr>
<tr>
<td>Oxidized or Milled Asphalt</td>
<td>0.06 ± 0.01</td>
</tr>
<tr>
<td>Concrete</td>
<td>0.08 ± 0.01</td>
</tr>
</tbody>
</table>

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

<table>
<thead>
<tr>
<th>TABLE 605-2</th>
</tr>
</thead>
<tbody>
<tr>
<td>APPLICATION TEMPERATURE FOR TACK COAT</td>
</tr>
</tbody>
</table>

<table>
<thead>
<tr>
<th>Asphalt Material</th>
<th>Temperature Range</th>
</tr>
</thead>
<tbody>
<tr>
<td>Asphalt Binder, Grade PG 64-22</td>
<td>350 - 400°F</td>
</tr>
<tr>
<td>Emulsified Asphalt, Grade RS-1H</td>
<td>130 - 160°F</td>
</tr>
<tr>
<td>Emulsified Asphalt, Grade CRS-1</td>
<td>130 - 160°F</td>
</tr>
<tr>
<td>Emulsified Asphalt, Grade CRS-1H</td>
<td>130 - 160°F</td>
</tr>
<tr>
<td>Emulsified Asphalt, Grade HFMS-1</td>
<td>130 - 160°F</td>
</tr>
<tr>
<td>Emulsified Asphalt, Grade CRS-2</td>
<td>130 - 160°F</td>
</tr>
</tbody>
</table>

**Page 6-6, Subarticle 607-5(A), Milled Asphalt Pavement**, line 25, add the following to the end of the paragraph:
Areas to be paid under these items include mainline, turn lanes, shoulders, and other areas milled in conjunction with the mainline and any additional equipment necessary to remove pavement in the area of manholes, water valves, curb, gutter and other obstructions.

Page 6-6, Subarticle 607-5(C), Incidental Milling, lines 42-48, replace the paragraph with the following:

*Incidental Milling* to be paid will be the actual number of square yards of surface milled where the Contractor is required to mill butt joints, irregular areas and intersections milled as a separate operation from mainline milling and re-mill areas that are not due to the Contractor’s negligence whose length is less than 100 feet. Measurement will be made as provided in Subarticle 607-5(A) for each cut the Contractor is directed to perform. Where the Contractor elects to make multiple cuts to achieve the final depth, no additional measurement will be made. Compensation will be made at the contract unit price per square yard for *Incidental Milling*.

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

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

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

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


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

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

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

MIXING TEMPERATURE AT THE ASPHALT PLANT

<table>
<thead>
<tr>
<th>Binder Grade</th>
<th>JMF Mix Temperature</th>
</tr>
</thead>
<tbody>
<tr>
<td>PG 58-28; PG 64-22</td>
<td>250 - 290°F</td>
</tr>
<tr>
<td>PG 70-22</td>
<td>275- 305°F</td>
</tr>
<tr>
<td>PG 76-22</td>
<td>300- 325°F</td>
</tr>
</tbody>
</table>

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

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

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

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

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

**TABLE 610-5**

PLACEMENT TEMPERATURES FOR ASPHALT

<table>
<thead>
<tr>
<th>Asphalt Concrete Mix Type</th>
<th>Minimum Surface and Air Temperature</th>
</tr>
</thead>
<tbody>
<tr>
<td>B25.0B, C</td>
<td>35°F</td>
</tr>
<tr>
<td>I19.0B, C, D</td>
<td>35°F</td>
</tr>
<tr>
<td>SF9.5A, S9.5B</td>
<td>40°F A</td>
</tr>
<tr>
<td>S9.5C, S12.5C</td>
<td>45°F A</td>
</tr>
<tr>
<td>S9.5D, S12.5D</td>
<td>50°F</td>
</tr>
</tbody>
</table>

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

Page 6-23, Subarticle 610-5(A), General, lines 33-34, replace the last sentence of the third paragraph with the following:

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

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

56
As referenced in Section 9.6.3 of the *HMA/QMS Manual*, use the automatic screed controls on the paver to control the longitudinal profile. Where approved by the Engineer, the Contractor has the option to use either a fixed or mobile string line.

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

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

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

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

Submit a report with the documentation and electronic data of the evaluation for each section to the Engineer within 10 days after completion of the smoothness testing. The report shall be in the tabular format for each 0.10 segment or a portion thereof with a summary of the MRI values and the localized roughness areas including corresponding project station numbers or acceptable reference points. Calculate the pay adjustments for all segments in accordance with the formulas in Sections (1) and (2) shown below. The Engineer shall review and approval all pay adjustments unless corrective action is required.
Page 6-31, Subarticle 610-13(A)(1), Acceptance for New Construction, lines 36-37, replace the third paragraph with the following:

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

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

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

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

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

\[ PA = (165 - LR#) \times 5 \]

Where:

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

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

<table>
<thead>
<tr>
<th>Grading Requirements</th>
<th>Total Percent Passing</th>
</tr>
</thead>
<tbody>
<tr>
<td>Sieve Size (mm)</td>
<td>Type FC-1</td>
</tr>
<tr>
<td>19.0</td>
<td>-</td>
</tr>
<tr>
<td>12.5</td>
<td>100</td>
</tr>
<tr>
<td>9.50</td>
<td>75 - 100</td>
</tr>
<tr>
<td>4.75</td>
<td>25 - 45</td>
</tr>
<tr>
<td>2.36</td>
<td>5 - 15</td>
</tr>
<tr>
<td>0.075</td>
<td>1.0 - 3.0</td>
</tr>
</tbody>
</table>
ASPHALT BINDER CONTENT OF ASPHALT PLANT MIXES
(11-21-00) (Rev. 7-17-12) 609 SP06 R015

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

<table>
<thead>
<tr>
<th>Asphalt Concrete Surface Course</th>
<th>Type SF 9.5A</th>
<th>6.7%</th>
</tr>
</thead>
<tbody>
<tr>
<td>Asphalt Concrete Surface Course</td>
<td>Type S 9.5B</td>
<td>6.0%</td>
</tr>
</tbody>
</table>

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

ASPHALT PLANT MIXTURES
(7-1-95) 609 SP06 R020

Place asphalt concrete base course material in trench sections with asphalt pavement spreaders made for the purpose or with other equipment approved by the Engineer.

PRICE ADJUSTMENT - ASPHALT BINDER FOR PLANT MIX:
(11-21-00) 620 SP06 R025

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

The base price index for asphalt binder for plant mix is $384.50 per ton.

This base price index represents an average of F.O.B. selling prices of asphalt binder at supplier's terminals on May 1, 2017.

FINAL SURFACE TESTING NOT REQUIRED
(5-18-04) (Rev. 5-15-12) 610 SP06 R045

Final surface testing is not required on this project.

DETECTABLE WARNINGS FOR PROPOSED CURB RAMPS
(6-15-10) (Rev. 8-16-11) SP08 R126

Description

Construct detectable warnings consisting of integrated raised truncated domes on proposed concrete curb ramps in accordance with the 2012 Standard Specifications, plan details, the requirements of the 28 CFR Part 36 ADA Standards for Accessible Design and this provision.
Materials

Detectable warning for proposed curb ramps shall consist of integrated raised truncated domes. The description, size and spacing shall conform to Section 848 of the 2012 Standard Specifications.

Use material for detectable warning systems as shown herein. Material and coating specifications must be stated in the Manufacturers Type 3 Certification and all Detectable Warning systems must be on the NCDOT Approved Products List.

Install detectable warnings created from one of the following materials: precast concrete blocks or bricks, clay paving brick, gray or ductile iron castings, mild steel, stainless steel, and engineered plastics, rubber or composite tile. Only one material type for detectable warning will be permitted per project, unless otherwise approved by the Engineer.

(A) Detectable Warnings shall consist of a base with integrated raised truncated domes, and when constructed of precast concrete they shall conform to the material requirements of Article 848-2 of the 2012 Standard Specifications.

(B) Detectable Warnings shall consist of a base with integrated raised truncated domes, and may be comprised of other materials including, but not limited, to clay paving brick, gray iron or ductile iron castings, mild steel, stainless steel, and engineered plastics, rubber or composite tile, which are cast into the concrete of the curb ramps. The material shall have an integral color throughout the thickness of the material. The detectable warning shall include fasteners or anchors for attachment in the concrete and shall be furnished as a system from the manufacturer.

Prior to installation, the Contractor shall submit to the Engineer assembling instructions from the manufacturer for each type of system used in accordance with Article 105-2 of the 2012 Standard Specifications. The system shall be furnished as a kit containing all consumable materials and consumable tools, required for the application. They shall be capable of being affixed to or anchored in the concrete curb ramp, including green concrete (concrete that has set but not appreciably hardened). The system shall be solvent free and contain no volatile organic compounds (VOC). The static coefficient of friction shall be 0.8 or greater when measured on top of the truncated domes and when measured between the domes in accordance with ASTM C1028 (dry and wet). The system shall be resistant to deterioration due to exposure to sunlight, water, salt or adverse weather conditions and impervious to degradation by motor fuels, lubricants and antifreeze.

(C) When steel or gray iron or ductile iron casting products are provided, only products that meet the requirements of Subarticle 106-1(B) of the 2012 Standard Specifications may be used. Submit to the Engineer a Type 6 Certification, catalog cuts and installation procedures at least 30 days prior to installation for all.
Construction Methods

(A) Prior to placing detectable warnings in proposed concrete curb ramps, adjust the existing subgrade to the proper grade and in accordance with Article 848-3 of the 2012 Standard Specifications.

(B) Install all detectable warning in proposed concrete curb ramps in accordance with the manufacturer’s recommendations.

Measurement and Payment

Detectable warnings installed for construction of proposed curb ramps will not be paid for separately. Such payment will be included in the price bid for Concrete Curb Ramps.

DETECTABLE WARNING SURFACE:
6/24/15 SP (Kimley-Horn and Associates, Inc.)

PART 1 GENERAL

1.01 DESCRIPTION

This Section specifies furnishing and installing Detectable Warning Surface (Cast In Place Detectable/Tactile Warning Surface Tiles) where indicated on plans. Each Detectable Warning Surface shall be 24” x 48” and shall be placed in 4” of concrete pavement. Not recommended for asphalt applications.

1.02 SUBMITTALS

A. Product Data: Submit manufacturer’s literature describing products, installation procedures and routine maintenance.

B. Samples for Verification Purposes: Submit two (2) tile samples minimum 6”x6” of the kind proposed for use.

C. Shop drawings are required for products specified showing fabrication details, composite structural system, tile surface profile, sound on cane contact amplification feature, plans of tile placement including joints, and material to be used as well as outlining installation materials and procedure.

D. Material Test Reports: Submit complete test reports from qualified accredited independent testing laboratories to qualify that materials proposed for use are in compliance with requirements and meet or exceed the properties indicated on the specifications. All tests shall be conducted on a Cast In Place Detectable/Tactile Warning Surface Tile system as certified by a qualified independent testing laboratory and be current within a 24 month period.
E. Maintenance Instructions: Submit copies of manufacturer’s specified installation and maintenance practices for each type of Detectable Warning Surface Tile and accessory as required.

1.03 QUALITY ASSURANCE

A. Provide Cast In Place Detectable/Tactile Warning Surface Tiles and accessories as produced by a single manufacturer with a minimum of three (3) years experience in the manufacturing of Cast In Place Detectable/Tactile Warning Surface Tiles.

B. Installer’s Qualifications: Engage an experienced Installer certified in writing by Cast In Place Detectable/Tactile Warning Surface Tile manufacturer as qualified for installation, who has successfully completed installations similar in material, design, and extent to that indicated for Project.

C. Americans with Disabilities Act (ADA): Provide Surface Applied Detectable/Tactile Warning Surface Tiles which comply with the detectable warnings on walking surfaces section of the Americans with Disabilities Act (Title III Regulations, 28 CFR Part 36 ADA STANDARDS FOR ACCESSIBLE DESIGN, Appendix A, Section 4.29.2 DETECTABLE WARNINGS ON WALKING SURFACES).

D. California Code of Regulations (CCR): Provide only approved DSAAC detectable warning products as provided in the California Code of Regulations (CCR) Title 24, Part 2, Section 205 definition of “Detectable Warning” and Section 1117A.4 and 1127B.5 for “Curb Ramps” and Section 1133B.8.5 for "Detectable Warnings at Hazardous Vehicular Areas”.

E. Vitrified Polymer Composite (VPC) Cast In Place Detectable/Tactile Warning Surface Tiles shall be an epoxy polymer composition with an ultra violet stabilized coating employing aluminum oxide particles in the truncated domes. The tile shall incorporate an in-line pattern of truncated domes measuring nominal 0.2” height, 0.9” base diameter, and 0.45” top diameter, spaced center-to-center 2.35” as measured on a diagonal and 1.67” as measured side by side. For wheelchair safety the field area shall consist of a non-slip surface with a minimum of 40 - 90° raised points 0.045” high, per square inch.

F. Materials shall be an “Armor-Tile” product, as manufactured by Engineered Plastics Inc., Tel: 800-682-2525. Website: www.armor-tile.com. Substitutes or an approved equal must be accepted by the Engineer.

1. Dimensions: Cast In Place Detectable/Tactile Warning Surface Tiles shall be held within the following dimensions and tolerances:

   - Length and Width: [24x48] nominal
   - Depth: 1.375 (1-3/8”) (+/-) 5% max.
   - Face Thickness: 0.1875 (1-3/8”) (+/-) 5% max.
   - Warpage of Edge: 0.5% max.
   - Embedment Flange Spacing: shall be no greater than 3.1"

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2. Water Absorption of Tile when tested by ASTM D 570-98 not to exceed 0.05%.

3. Slip Resistance of Tile when tested by ASTM C 1028-96 the combined Wet and Dry Static Co-Efficients of Friction not to be less than 0.80 on top of domes and field area.

4. Compressive Strength of Tile when tested by ASTM D 695-02a not to be less than 28,000 psi.

5. Tensile Strength of Tile when tested by ASTM D 638-03 not to be less than 19,000 psi.

6. Flexural Strength of Tile when tested by ASTM D 790-03 not to be less than 25,000 psi.

7. Chemical Stain Resistance of Tile when tested by ASTM D 543-95 (re approved 2001) to withstand without discoloration or staining - 10% hydrochloric acid, urine, saturated calcium chloride, black stamp pad ink, chewing gum, red aerosol paint, 10% ammonium hydroxide, 1% soap solution, turpentine, urea 5%, diesel fuel and motor oil.

8. Abrasive Wear of Tile when tested by BYK - Gardner Tester ASTM D 2486-00 with reciprocating linear motion of 37± cycles per minute over a 10” travel. The abrasive medium, a 40 grit Norton Metallite sand paper, to be fixed and leveled to a holder. The combined mass of the sled, weight and wood block is to be 3.2 lb. Average wear depth shall not exceed 0.060 after 1000 abrasion cycles when measured on the top surface of the dome representing the average of three measurement locations per sample.

9. Resistance to Wear of Unglazed Ceramic Tile by Taber Abrasion per ASTM C501-84 (re approved 2002) shall not be less than 500.

10. Fire Resistance of Tile when tested to ASTM E 84-05 flame spread shall be less than 15.

11. Gardner Impact to Geometry "GE" of the standard when tested by ASTM D 5420-04 to have a mean failure energy expressed as a function of specimen thickness of not less than 550 in. lbf/in. A failure is noted when a crack is visible on either surface or when any brittle splitting is observed on the bottom plaque in the specimen.

12. Accelerated Weathering of Tile when tested by ASTM G 155-05a for 3000 hours shall exhibit the following result – ΔE < 3, as well as no deterioration, fading or chalking of surface of tile Federal Color No. 33538.

13. Accelerated Aging and Freeze Thaw Test of Tile when tested to ASTM D 1037-99 shall show no evidence of cracking, delamination, warpage, checking, blistering, color change, loosening of tiles or other detrimental defects.

14. Salt Spray Performance of Tile when tested to ASTM B 117-03 not to show any deterioration or other defects after 200 hours of exposure.
15. AASHTO HB-17 single wheel HS20-44 loading “Standard Specifications for Highways and Bridges”. The Cast In Place Tile shall be mounted on a concrete platform with a ½” airspace at the underside of the tile top plate then subjected to the specified maximum load of 10,400 lbs., corresponding to an 8000 lb individual wheel load and a 30% impact factor. The tile shall exhibit no visible damage at the maximum load of 10,400 lbs.

16. Embedment flange spacing shall be no greater than 3.1” center to center spacing as illustrated on the product Cast In Place drawing.

1.04 DELIVERY, STORAGE AND HANDLING

A. Cast In Place Detectable/Tactile Warning Surface Tiles shall be suitably packaged or crated to prevent damage in shipment or handling. Finished surfaces shall be protected by sturdy plastic wrappings to protect tile from concrete residue during installation and tile type shall be identified by part number.

B. Cast In Place Detectable/Tactile Warning Surface Tiles shall be delivered to location at building site for storage prior to installation.

1.05 SITE CONDITIONS

A. Environmental Conditions and Protection: Maintain minimum temperature of 40°F in spaces to receive Cast In Place Detectable/Tactile Warning Surface Tiles for at least 24 hours prior to installation, during installation, and for not less than 24 hours after installation.

B. The use of water for work, cleaning or dust control, etc. shall be contained and controlled and shall not be allowed to come into contact with the general public. Provide barricades or screens to protect the general public.

1.06 GUARANTEE

Cast In Place Detectable/Tactile Warning Surface Tiles shall be guaranteed in writing for a period of three (3) years from date of final completion. The guarantee includes defective work, breakage, deformation, fading and loosening of tiles.

PART 2 PRODUCTS

2.01 MANUFACTURERS

A. The Vitrified Polymer Composite (VPC) Cast In Place Detectable/Tactile Warning Surface Tile specified is based on Armor-Tile manufactured by Engineered Plastics Inc. (800-682-2525; www.armor-tile.com). Existing engineered and field tested products, which have been in successful service for a period of three (3) years are subject to compliance with requirements, may be incorporated in the work and shall meet or exceed the specified test criteria and characteristics.
B. Color: Yellow (Federal Color No. 23594)

PART 3 EXECUTION

3.01 INSTALLATION

A. During Cast In Place Detectable/Tactile Warning Surface Tile installation procedures, ensure adequate safety guidelines are in place and that they are in accordance with the applicable industry and government standards.

B. Prior to placement of the Cast In Place Detectable/Tactile Warning Surface Tile system, review manufacturer and contract drawings with the Contractor prior to the construction and refer any and all discrepancies to the Engineer.

C. The specifications of the structural embedment flange system and related materials shall be in strict accordance with the contract documents and the guidelines set by their respective manufacturers. Not recommended for asphalt applications.

D. The physical characteristics of the concrete shall be consistent with the contract specifications while maintaining a slump range of 4 - 7 to permit solid placement of the Cast In Place Detectable/Tactile Warning Surface Tile system. An overly wet mix will cause the tile to float. Under these conditions, suitable weights such as 2 concrete blocks or sandbags (25 lb) shall be placed on each tile.

E. The concrete pouring and finishing operations require typical mason’s tools, however, a 4’ long level with electronic slope readout, 25 lb weights, and a large non-marring rubber mallet are specific to the installation of the Cast In Place Detectable/Tactile Warning Surface Tile system. A vibrating mechanism such as that manufactured by Vibco can be employed, if desired. The vibrating unit should be fixed to a soft base such as wood, at least 1 foot square.

F. The factory-installed plastic sheeting must remain in place during the entire installation process to prevent the splashing of concrete onto the finished surface of the tile.

G. When preparing to set the tile, it is important that no concrete be removed in the area to accept the tile. It is imperative that the installation technique eliminates any air voids under the tile. Holes in the tile perimeter allow air to escape during the installation process. Concrete will flow through the large holes in each embedment flange on the underside of the tile. This will lock the tile solidly into the cured concrete.

H. The concrete shall be poured and finished true and smooth to the required dimensions and slope prior to the tile placement. Immediately after finishing concrete, the electronic level should be used to check that the required slope is achieved. The tile shall be placed true and square to the curb edge in accordance with the contract drawings. The Cast In Place Detectable/Tactile Warning Surface Tiles shall be tamped (or vibrated) into the fresh concrete to ensure that the field level of the tile is flush to the adjacent concrete surface. The embedment process should not be accomplished by stepping on the tile as this may cause uneven setting which can result in air voids under the tile surface. The contract drawings
indicate that the tile field level (base of truncated dome) is flush to adjacent surfaces to permit proper water drainage and eliminate tripping hazards between adjacent finishes.

I. In cold weather climates it is recommended that the Cast In Place Detectable/Tactile Warning Surface Tiles be set deeper such that the top of domes are level to the adjacent concrete on the top and sides of ramp and that the base of domes to allow water drainage. This installation will reduce the possibility of damage due to snow clearing operations.

J. Immediately after placement, the tile elevation is to be checked to adjacent concrete. The elevation and slope should be set consistent with drawings to permit water drainage to curb as the design dictates. Ensure that the field surface of the tile is flush with the surrounding concrete and back of curb so that no ponding is possible on the tile at the back side of curb.

K. While concrete is workable, a 3/8" radius edging tool shall be used to create a finished edge of concrete, then a steel trowel shall be used to finish the concrete around the tile’s perimeter, flush to the field level of the tile.

L. During and after the tile installation and the concrete curing stage, it is imperative that there is no walking, leaning or external forces placed on the tile that may rock the tile causing a void between the underside of tile and concrete.

M. Following tile placement, review installation tolerances to contract drawings and adjust tile before the concrete sets. Two suitable weights of 25 lb each may be required to be placed on each tile as necessary to ensure solid contact of the underside of tile to concrete.

N. Following the concrete curing stage, protective plastic wrap is to be removed from the tile surface by cutting the plastic with a sharp knife, tight to the concrete/tile interface. If concrete bled under the plastic, a soft brass wire brush will clean the residue without damage to the tile surface.

O. If desired, individual tiles can be bolted together using ¼ inch or equivalent hardware. This can help to ensure that adjacent tiles are flush to each other during the installation process. Tape or caulking can be placed on the underside of the bolted butt joint to ensure that concrete does not rise up between the tiles during installation. Any protective plastic wrap which was peeled back to facilitate bolting or cutting, should be replaced and taped to ensure that the tile surface remains free of concrete during the installation process.

P. Tiles can be cut to custom sizes, or to make a radius, using a continuous rim diamond blade in a circular saw or mini-grinder. Use of a straightedge to guide the cut is advisable where appropriate.

Q. Any sound-amplifying plates on the underside of the tile, which are dislodged during handling or cutting, should be replaced and secured with construction adhesive. The air gap created between these plates and the bottom of the tile is important in preserving the sound on cane audible properties of the Armor-Tile system as required in various jurisdictions.
3.02 CLEANING, PROTECTING AND MAINTENANCE

A. Protect tiles against damage during construction period to comply with Tactile Tile manufacturer’s specification.

B. Protect tiles against damage from rolling loads following installation by covering with plywood or hardwood.

C. Clean Tactile Tiles not more than four days prior to date scheduled for inspection intended to establish date of substantial completion in each area of project. Clean Tactile Tile by method specified by Tactile Tile manufacturer.

D. Comply with manufacturers maintenance manual for cleaning and maintaining tile surface and it is recommended to perform annual inspections for safety and tile integrity.

Method of Measurement and Payment

Crosswalk Detectable Surfaces (Cast In Place Detectable/Tactile Warning Surfaces) will be measured and paid for as each 24” x 48” tile installed, completed and accepted. Such price and payment is considered full compensation for all equipment, materials, labor, tools, milling, concrete pavement, and incidentals necessary to complete each conversion satisfactorily.

<table>
<thead>
<tr>
<th>Pay Item</th>
<th>Pay Unit</th>
</tr>
</thead>
<tbody>
<tr>
<td>Detectable Warning Surface</td>
<td>Each</td>
</tr>
</tbody>
</table>

STREET SIGNS AND MARKERS AND ROUTE MARKERS

(7-1-95) 900 SP09 R002

Move any existing street signs, markers, and route markers out of the construction limits of the project and install the street signs and markers and route markers so that they will be visible to the traveling public if there is sufficient right of way for these signs and markers outside of the construction limits.

Near the completion of the project and when so directed by the Engineer, move the signs and markers and install them in their proper location in regard to the finished pavement of the project.

Stockpile any signs or markers that cannot be relocated due to lack of right of way, or any signs and markers that will no longer be applicable after the construction of the project, at locations directed by the Engineer for removal by others.

The Contractor shall be responsible to the owners for any damage to any street signs and markers or route markers during the above described operations.

No direct payment will be made for relocating, reinstalling, and/or stockpiling the street signs and markers and route markers as such work shall be considered incidental to other work being paid for by the various items in the contract.
Revise the 2012 Standard Specifications as follows:

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

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

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

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

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

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

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

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

<table>
<thead>
<tr>
<th>Item</th>
<th>Section</th>
</tr>
</thead>
<tbody>
<tr>
<td>Type IL Blended Cement</td>
<td>1024-1</td>
</tr>
</tbody>
</table>

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

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

**Page 10-2, Subarticle 1000-3(A), Composition and Design, lines 12-21,** delete the third paragraph through the sixth paragraph beginning with “If any change is made to the mix design, submit…” through “…(applies to a decrease only).”
### TABLE 1000-1
**REQUIREMENTS FOR CONCRETE**

<table>
<thead>
<tr>
<th>Class of Concrete</th>
<th>Min. Comp. Strength at 28 days</th>
<th>Maximum Water-Cement Ratio</th>
<th>Consistency Max. Stump</th>
<th>Cement Content</th>
</tr>
</thead>
<tbody>
<tr>
<td></td>
<td>Units</td>
<td>psi</td>
<td>inch</td>
<td>inch</td>
</tr>
<tr>
<td>Air-Entrained Concrete</td>
<td>Non Air-Entrained Concrete</td>
<td></td>
<td></td>
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<tr>
<td>Rounded Aggregate</td>
<td>Angular Aggregate</td>
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<td>AA</td>
<td>4,500</td>
<td>0.381</td>
<td>0.426</td>
<td>-</td>
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<tr>
<td>AA Slip Form</td>
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<td>0.381</td>
<td>0.426</td>
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<td>Drilled Pier</td>
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<tr>
<td>A</td>
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<td>Sand Lightweight</td>
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<td>Flowable Fill excavatable</td>
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<td>Precast</td>
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<tr>
<td>Prestress</td>
<td>per contract</td>
<td>See Table 1078-1</td>
<td>See Table 1078-1</td>
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</table>

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

Fly ash may be substituted for cement in the mix design up to 30% at a rate of 1.0 lb of fly ash to each pound of cement replaced. Use Table 1000-1 to determine the maximum allowable water-cementitious material (cement + fly ash) ratio for the classes of concrete listed.
Page 10-7, Table 1000-3, MAXIMUM WATER-CEMENTITIOUS MATERIAL RATIO, delete the table.

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

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

(H) Handling and Storing Test Panels

Notify the Area Materials Engineer when preconstruction or production test panels are made within 24 hours of shooting the panels. Field cure and protect test panels from damage in accordance with ASTM C1140 until the Department transports panels to the Materials and Tests Regional Laboratory for coring.
Page 10-23, Table 1005-1, AGGREGATE GRADATION-COARSE AGGREGATE, replace with the following:

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<tr>
<td>1 1/2&quot;</td>
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<td>2&quot;</td>
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<td>0-20</td>
<td>A</td>
<td>A</td>
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<td>A</td>
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</tr>
<tr>
<td>0-20</td>
<td>A</td>
<td>A</td>
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<tr>
<td>0-30</td>
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<td>A</td>
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<td>0-30</td>
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<td>A</td>
<td>A</td>
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</tr>
<tr>
<td>0-45</td>
<td>A</td>
<td>A</td>
<td>A</td>
<td>A</td>
<td>A</td>
<td>A</td>
</tr>
<tr>
<td>0-45</td>
<td>A</td>
<td>A</td>
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<td>A</td>
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<td>A</td>
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<tr>
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<td>A</td>
<td>A</td>
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</tr>
<tr>
<td>0-60</td>
<td>A</td>
<td>A</td>
<td>A</td>
<td>A</td>
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<td>0-70</td>
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<td>A</td>
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</tr>
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<td>A</td>
<td>A</td>
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<td>A</td>
</tr>
<tr>
<td>0-80</td>
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<td>A</td>
<td>A</td>
<td>A</td>
<td>A</td>
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<td>0-90</td>
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<td>A</td>
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</tr>
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<td>0-90</td>
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<td>A</td>
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<td>A</td>
<td>A</td>
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</tr>
<tr>
<td>0-100</td>
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<td>A</td>
<td>A</td>
<td>A</td>
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</tr>
<tr>
<td>0-100</td>
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<td>A</td>
<td>A</td>
<td>A</td>
<td>A</td>
<td>A</td>
</tr>
<tr>
<td>0-150</td>
<td>A</td>
<td>A</td>
<td>A</td>
<td>A</td>
<td>A</td>
<td>A</td>
</tr>
<tr>
<td>0-150</td>
<td>A</td>
<td>A</td>
<td>A</td>
<td>A</td>
<td>A</td>
<td>A</td>
</tr>
<tr>
<td>0-200</td>
<td>A</td>
<td>A</td>
<td>A</td>
<td>A</td>
<td>A</td>
<td>A</td>
</tr>
<tr>
<td>0-200</td>
<td>A</td>
<td>A</td>
<td>A</td>
<td>A</td>
<td>A</td>
<td>A</td>
</tr>
</tbody>
</table>

A. See Subarticle 1005-4(A).
B. See Subarticle 1005-4(B).
C. For Lightweight Aggregate used in Structural Concrete, see Subarticle 1014-2(E)(6).
Select material is clean, unweathered durable, blasted rock material obtained from an approved source. While no specific gradation is required, the below criteria will be used to evaluate the materials for visual acceptance by the Engineer:

(A) At least 50% of the rock has a diameter of from 1.5 ft to 3 ft,

(B) 30% of the rock ranges in size from 2” to 1.5 ft in diameter, and

(C) Not more than 20% of the rock is less than 2” in diameter. No rippable rock will be permitted.

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

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

<table>
<thead>
<tr>
<th>Pozzolan</th>
<th>Rate</th>
</tr>
</thead>
<tbody>
<tr>
<td>Class F Fly Ash</td>
<td>20% - 30% by weight of required cement content with 1.0 lb Class F fly ash per lb of cement replaced</td>
</tr>
<tr>
<td>Ground Granulated Blast Furnace Slag</td>
<td>35%-50% by weight of required cement content with 1.0 lb slag per lb of cement replaced</td>
</tr>
<tr>
<td>Microsilica</td>
<td>4%-8% by weight of required cement content with 1.0 lb microsilica per lb of cement replaced</td>
</tr>
</tbody>
</table>
Tests shall be performed by AASHTO’s designated National Transportation Product Evaluation Program (NTPEP) laboratory for concrete admixture testing.

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

All fencing material and accessories shall meet Section 106.

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

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

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

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

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

(B) At least 3 panels prepared as specified in 5.5.10 of AASHTO M 300, Bullet Hole Immersion Test.

(C) At least 3 panels of 4"x6"x1/4" for the Elcometer Adhesion Pull Off Test, ASTM D4541.

(D) A certified test report from an approved independent testing laboratory for the Salt Fog Resistance Test, Cyclic Weathering Resistance Test, and Bullet Hole Immersion Test as specified in AASHTO M 300.

(E) A certified test report from an approved independent testing laboratory that the product has been tested for slip coefficient and meets AASHTO M253, Class B.
Type 2 - A low-modulus, general-purpose adhesive used in epoxy mortar repairs. It may be used to patch spalled, cracked or broken concrete where vibration, shock or expansion and contraction are expected.

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

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

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

List the properties of the adhesive on the container and include density, minimum and maximum temperature application, setting time, shelf life, pot life, shear strength and compressive strength.
<table>
<thead>
<tr>
<th>Property</th>
<th>TABLE 1081-1</th>
<th>PROPERTIES OF MIXED EPOXY RESIN SYSTEMS</th>
</tr>
</thead>
<tbody>
<tr>
<td>Min. Bond Strength Slant Shear (psi)</td>
<td>1,500</td>
<td>1.5</td>
</tr>
<tr>
<td>Maximum Water Absorption (%)</td>
<td>1.5</td>
<td>1.5</td>
</tr>
<tr>
<td>Min. Compressive Strength of 2&quot; mortar cubes at 7 days (psi)</td>
<td>5,000</td>
<td>1.0</td>
</tr>
<tr>
<td>Min. Compressive Strength of 2&quot; mortar cubes at 24 hours (psi)</td>
<td>4,000</td>
<td>1.0</td>
</tr>
<tr>
<td>Tensile Elongation at 7 days (%)</td>
<td>30 min.</td>
<td>1.5</td>
</tr>
<tr>
<td>Minimum Tensile Strength at 7 days (psi)</td>
<td>2,000</td>
<td>1.0</td>
</tr>
<tr>
<td>Pot Life (Minutes)</td>
<td>20-50</td>
<td>20-50</td>
</tr>
<tr>
<td>Speed (RPM)</td>
<td>-</td>
<td>-</td>
</tr>
<tr>
<td>Spindle No.</td>
<td>3</td>
<td>3</td>
</tr>
<tr>
<td>Viscosity-Poises at 77°F±2°F</td>
<td>Type 1</td>
<td>Type 2</td>
</tr>
<tr>
<td>Type 3</td>
<td>Gel</td>
<td>Gel</td>
</tr>
<tr>
<td>Type 3A</td>
<td>25-75</td>
<td>40-150</td>
</tr>
<tr>
<td>Type 4A</td>
<td>40-150</td>
<td>40-150</td>
</tr>
<tr>
<td>Type 4B</td>
<td>1-6</td>
<td>1-6</td>
</tr>
<tr>
<td>Type 5</td>
<td>1-6</td>
<td>1-6</td>
</tr>
</tbody>
</table>

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

Manufacturers choosing to supply material for Department jobs must submit an application through the Value Management Unit with the following information for each type and brand name:
Page 10-164, Subarticle 1081-1(E)(3), line 37, replace with the following:

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

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

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

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

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

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

1081-4 EPOXY RESIN ADHESIVE FOR BONDING TRAFFIC MARKINGS

(A) General

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

(B) Classification

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

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

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

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

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

(C) Requirements

Epoxies shall conform to the requirements set forth in AASHTO M 237.
(D) Prequalification

Refer to Subarticle 1081-1(E).

(E) Acceptance

Refer to Subarticle 1081-1(F).

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

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

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

The epoxy shall meet Article 1081-4.

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

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

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

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

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

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

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

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

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

HIGH STRENGTH CONCRETE FOR DRIVEWAYS:

Use high early strength concrete for all driveways shown in the plans and as directed by the Engineer. Provide high early strength concrete that meets the requirements of Article 1000-5 of the 2012 Standard Specifications.

Measurement and payment will be in accordance with Section 848 of the 2012 Standard Specifications.

SHOULDER AND SLOPE BORROW

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

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

<table>
<thead>
<tr>
<th>pH TEST RESULT</th>
<th>Sandy Soils Additional Rate (lbs. / Acre)</th>
<th>Silt Loam Soils Additional Rate (lbs. / Acre)</th>
<th>Clay Loam Soils Additional Rate (lbs. / Acre)</th>
</tr>
</thead>
<tbody>
<tr>
<td>4.0 - 4.4</td>
<td>1,000</td>
<td>4,000</td>
<td>6,000</td>
</tr>
<tr>
<td>4.5 - 4.9</td>
<td>500</td>
<td>3,000</td>
<td>5,000</td>
</tr>
<tr>
<td>5.0 - 5.4</td>
<td>NA</td>
<td>2,000</td>
<td>4,000</td>
</tr>
</tbody>
</table>

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

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

**GEOSYNTHETICS:**

Revise the 2012 Standard Specifications as follows:

Replace Section 1056 with the following:

**SECTION 1056 GEOSYNTHETICS**

**1056-1 DESCRIPTION**

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

If necessary or required, hold geotextiles and sheet drains in place with new wire staples, i.e., “sod staples” that meet Subarticle 1060-8(D) or new anchor pins. Use steel anchor pins with a diameter of at least 3/16” and a length of at least 18” and with a point at one end and a head at the other end that will retain a steel washer with an outside diameter of at least 1.5”.

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1056-2 HANDLING AND STORING

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

1056-3 CERTIFICATIONS

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

1056-4 GEOTEXTILES

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

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

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

<table>
<thead>
<tr>
<th>Property</th>
<th>Requirement</th>
<th>Test Method</th>
</tr>
</thead>
<tbody>
<tr>
<td>Typical Application</td>
<td>Type 1</td>
<td>Type 2</td>
</tr>
<tr>
<td>Shoulder Drains</td>
<td>≥ 50%</td>
<td>≥ 50%</td>
</tr>
<tr>
<td>Under Rip Rap</td>
<td></td>
<td></td>
</tr>
<tr>
<td>Silt Fence Fabric</td>
<td>100 lb&lt;sup&gt;C&lt;/sup&gt;</td>
<td>–</td>
</tr>
<tr>
<td>Soil Stabilization</td>
<td>–</td>
<td>–</td>
</tr>
<tr>
<td>Temporary Walls</td>
<td>–</td>
<td>–</td>
</tr>
<tr>
<td>Elongation (MD &amp; CD)</td>
<td>–</td>
<td>–</td>
</tr>
<tr>
<td>(MD &amp; CD)</td>
<td>–</td>
<td>–</td>
</tr>
<tr>
<td>Grab Strength (MD &amp; CD)</td>
<td>–</td>
<td>–</td>
</tr>
<tr>
<td>(MD &amp; CD)</td>
<td>–</td>
<td>–</td>
</tr>
<tr>
<td>Tear Strength (MD &amp; CD)</td>
<td>–</td>
<td>–</td>
</tr>
<tr>
<td>(MD &amp; CD)</td>
<td>–</td>
<td>–</td>
</tr>
<tr>
<td>Puncture Strength</td>
<td>–</td>
<td>–</td>
</tr>
<tr>
<td>(MD &amp; CD)</td>
<td>–</td>
<td>–</td>
</tr>
<tr>
<td>Ultimate Tensile Strength (MD &amp; CD)</td>
<td>–</td>
<td>–</td>
</tr>
<tr>
<td>(MD &amp; CD)</td>
<td>–</td>
<td>–</td>
</tr>
<tr>
<td>Permittivity</td>
<td>Table 2&lt;sup&gt;D&lt;/sup&gt;, 15% to 50% in Situ Soil Passing 0.075 mm</td>
<td>Table 6&lt;sup&gt;D&lt;/sup&gt;, 15% to 50% in Situ Soil Passing 0.075mm</td>
</tr>
<tr>
<td>Apparent Opening Size</td>
<td>–</td>
<td>–</td>
</tr>
<tr>
<td>UV Stability (Retained Strength)</td>
<td>–</td>
<td>–</td>
</tr>
</tbody>
</table>

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

### 1056-5 GEOCOMPOSITE DRAINS

Provide geocomposite drain types in accordance with the contract and with properties that meet Table 1056-2.
### TABLE 1056-2  
**GEOCOMPOSITE DRAIN REQUIREMENTS**

<table>
<thead>
<tr>
<th>Property</th>
<th>Requirement</th>
<th>Test Method</th>
</tr>
</thead>
<tbody>
<tr>
<td></td>
<td><strong>Sheet Drain</strong></td>
<td><strong>Strip Drain</strong></td>
</tr>
<tr>
<td><strong>Width</strong></td>
<td>≥ 12&quot; (unless required otherwise in the contract)</td>
<td>12&quot; ±1/4&quot;</td>
</tr>
<tr>
<td><strong>In-Plane Flow Rate</strong></td>
<td>6 gpm/ft @ applied normal compressive stress of 10 psi</td>
<td>15 gpm/ft @ applied normal compressive stress of 7.26 psi</td>
</tr>
</tbody>
</table>

A. MARV per Article 1056-3.  
B. Per 4" drain width.

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

### TABLE 1056-3  
**DRAINAGE CORE REQUIREMENTS**

<table>
<thead>
<tr>
<th>Property</th>
<th>Requirement (MARV)</th>
<th>Test Method</th>
</tr>
</thead>
<tbody>
<tr>
<td><strong>Sheet Drain</strong></td>
<td><strong>Strip Drain</strong></td>
<td></td>
</tr>
<tr>
<td><strong>Thickness</strong></td>
<td>1/4&quot;</td>
<td>1&quot;</td>
</tr>
<tr>
<td><strong>Compressive Strength</strong></td>
<td>40 psi</td>
<td>30 psi</td>
</tr>
</tbody>
</table>

For wick drains with a geotextile wrapped around a corrugated drainage core and seamed to itself, use drainage cores with an ultimate tensile strength of at least 225 lb per 4" width in accordance with ASTM D4595 and geotextiles with properties that meet Table 1056-4.
<table>
<thead>
<tr>
<th>Property</th>
<th>Requirement</th>
<th>Test Method</th>
</tr>
</thead>
<tbody>
<tr>
<td>Elongation</td>
<td>≥ 50%</td>
<td>ASTM D4632</td>
</tr>
<tr>
<td>Grab Strength</td>
<td>Table 1&lt;sup&gt;A&lt;/sup&gt;, Class 3</td>
<td>ASTM D4632</td>
</tr>
<tr>
<td>Tear Strength</td>
<td>Table 1&lt;sup&gt;A&lt;/sup&gt;, Class 3</td>
<td>ASTM D4533</td>
</tr>
<tr>
<td>Puncture Strength</td>
<td>0.7 sec&lt;sup&gt;-1&lt;/sup&gt;</td>
<td>ASTM D6241</td>
</tr>
<tr>
<td>Permittivity</td>
<td>&gt; 50% in Situ Soil</td>
<td>ASTM D4491</td>
</tr>
<tr>
<td>Apparent Opening Size (AOS)</td>
<td>&gt; 50% in Situ Soil</td>
<td>ASTM D4751</td>
</tr>
<tr>
<td>UV Stability (Retained Strength)</td>
<td>&gt; 50% in Situ Soil</td>
<td>ASTM D4355</td>
</tr>
</tbody>
</table>

A. AASHTO M 288.
B. MARV per Article 1056-3.

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

**1056-6 GEOCELLS**

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

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

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

A. Environmental Stress Crack Resistance.
B. Minimum test period of 168 hr with a temperature change from 74°F to 130°F in 1-hour cycles.
C. US Army Corps of Engineers.

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

TEMPORARY TRAFFIC CONTROL DEVICES

Revise the 2012 Standard Specifications as follows:

Page 11-5, Article 1105-6 Measurement and Payment, add the following paragraph after line 24:

Partial payments will be made on each payment estimate based on the following: 50% of the contract lump sum price bid will be paid on the first monthly estimate and the remaining 50% of the contract lump sum price bid will be paid on each subsequent estimate based on the percent of the project completed.
GREENWAYS AND MULTI-USE PATHS:
(2-18-14)

Description

This special provision provides for revisions to the 2012 Standard Specifications for work on a greenway or multi-use path not designed or intended to carry highway traffic.

Materials

Refer to the 2012 Standard Specifications except as noted in these Special Provisions. Use materials on the NCDOT Approved Products List (APL) where applicable.

Construction Methods

Construct Greenway in accordance with the contract plans, 2012 Standard Specifications except as noted below:

<table>
<thead>
<tr>
<th>SECTION</th>
<th>ARTICLE</th>
<th>PAGE</th>
<th>REVISION</th>
</tr>
</thead>
<tbody>
<tr>
<td>235:</td>
<td>235-3(C): Embankment Compaction</td>
<td>2-23</td>
<td><strong>Delete first sentence and replace with the following:</strong> Compact each layer for its full width to a density equal to at least 90% of that obtained by compacting a sample of the material in accordance with AASHTO T 99 as modified by the Department.</td>
</tr>
<tr>
<td>500:</td>
<td>500-2(C): Compaction of Subgrade</td>
<td>5-1</td>
<td><strong>Delete first sentence and replace with the following:</strong> Compact all material to a depth of up to 8 inches below the finished surface of the subgrade to a density equal to at least 92% of that obtained by compacting a sample of the material in accordance with AASHTO T 99 as modified by the Department.</td>
</tr>
<tr>
<td>500:</td>
<td>500-3: Tolerances</td>
<td>5-2</td>
<td><strong>Delete Article 500-3 and replace with the following:</strong> A tolerance of plus or minus one inch from the established greenway grade will be permitted after the subgrade has been graded to a uniform surface.</td>
</tr>
<tr>
<td>505:</td>
<td>505-3: Construction Methods</td>
<td>5-8</td>
<td><strong>Delete first paragraph and replace with the following:</strong> Perform shallow undercut up to 12 inches as necessary to remove unsuitable material. If necessary, install geotextile for soil stabilization in accordance with Article 270-3. Place Class III select material or Class IV subgrade stabilization (standard size no. ABC) by end dumping on geotextiles. Do not operate heavy equipment on geotextiles until geotextiles are covered with Class III or ABC. Compact ABC to 92% or to the highest density that can be reasonably attained.</td>
</tr>
<tr>
<td>SECTION</td>
<td>ARTICLE</td>
<td>PAGE</td>
<td>REVISION</td>
</tr>
<tr>
<td>------------------------------</td>
<td>--------------------------</td>
<td>------</td>
<td>---------------------------------------------------------------------------------------------------</td>
</tr>
<tr>
<td>520: Aggregate Base Course</td>
<td>520-7: Shaping and Compaction</td>
<td>5-11</td>
<td>Delete first sentence in second paragraph and replace with the following:</td>
</tr>
<tr>
<td></td>
<td></td>
<td></td>
<td>For both nuclear and ring tests, compact each layer of the base to a density equal to at least 92% of that obtained by compacting a sample of the material in accordance with AASHTO T 180 as modified by the Department.</td>
</tr>
<tr>
<td></td>
<td></td>
<td></td>
<td>Delete the third paragraph.</td>
</tr>
<tr>
<td>610: Asphalt Concrete Plant Mix Pavements</td>
<td>610-10: Density Requirements</td>
<td>6-28</td>
<td>Delete Article 610-10 and replace with the following:</td>
</tr>
<tr>
<td></td>
<td></td>
<td></td>
<td>Compact the asphalt plant mix to at least 85% of the maximum specific gravity.</td>
</tr>
<tr>
<td>848: Concrete Sidewalks</td>
<td>848-3: Construction Methods</td>
<td>8-30</td>
<td>Delete second paragraph and replace with the following:</td>
</tr>
<tr>
<td></td>
<td></td>
<td></td>
<td>Construct concrete greenway based on the typical sections in the plans. Place groove joints at a spacing equal to the width of the greenway. Transverse Expansion Joints are required every 40 feet.</td>
</tr>
</tbody>
</table>
**FLEXIBLE BOLLARD:**

Description

This item consists of placing flexible bollards at locations shown on the plans. The flexible bollard consists of a post, an integrated base and reflective sheeting. Contractors have the option of using the following or an approved equal:

- **Pexco, Davidson Traffic Control Products**
  3110 70th Avenue East
  Tacoma, WA 98424
  1-877-335-4638
  1-253-284-8000
  [www.davidsontraffic.com](http://www.davidsontraffic.com)

- **Impact Recovery Systems, Inc.**
  4955 Stout Dr.
  San Antonio, TX 78219
  (210) 736-4477
  [www.impactrecovery.com](http://www.impactrecovery.com)

- **FlexStake**
  2150 Andrea Lane
  Fort Myers, FL 33912
  239-481-3539
  [www.flexstake.com](http://www.flexstake.com)

Post

The posts shall consist of a tubular round post a minimum of 3” in diameter, with 0.125” (min.) walls and length of 36”. All posts shall be capable of sustaining a minimum of fifty (50) direct wheel-over impacts at 60 MPH (100 KPH) without damage to the post and minimal damage to the reflective sheeting applied to the post. All posts shall be constructed of UV-stabilized thermoplastic polyurethane (TPU) for superior durability, conforming to the following material specifications:

<table>
<thead>
<tr>
<th>Property</th>
<th>ASTM Test</th>
<th>Results</th>
</tr>
</thead>
<tbody>
<tr>
<td>Specific Gravity (min.)</td>
<td>D 792</td>
<td>1.10</td>
</tr>
<tr>
<td>Hardness (min.)</td>
<td>D 2240</td>
<td>90 A</td>
</tr>
<tr>
<td>Tear Strength (min lb/in.)</td>
<td>D 624, Die C</td>
<td>800</td>
</tr>
<tr>
<td>Tensile Strength @ yield, (min PSI)</td>
<td>D 412</td>
<td>4,000</td>
</tr>
<tr>
<td>Tensile Elongation @ break (min. %)</td>
<td>D 412</td>
<td>450</td>
</tr>
<tr>
<td>Cold Temp. Impact Test (-7° F)</td>
<td>FL/DOT</td>
<td>Pass</td>
</tr>
<tr>
<td>Gloss (min. units)</td>
<td>N/A</td>
<td>12.1</td>
</tr>
</tbody>
</table>
Base

Posts shall chemically mount to the base effectively making the base and the post one complete unit. Bases shall weigh 1.5# (min.). All bases shall be constructed of a UV-stable high-impact thermo-plastic alloy conforming to the following material specifications:

<table>
<thead>
<tr>
<th>Property</th>
<th>ASTM Test</th>
<th>Results</th>
</tr>
</thead>
<tbody>
<tr>
<td>Specific Gravity (min.)</td>
<td>D 792</td>
<td>1.21</td>
</tr>
<tr>
<td>Gardner Impact (min.)</td>
<td>N/A</td>
<td>160</td>
</tr>
<tr>
<td>Flexural Strength (min.)</td>
<td>D 790</td>
<td>20,000</td>
</tr>
<tr>
<td>Shore Hardness</td>
<td>D2240</td>
<td>55 D</td>
</tr>
</tbody>
</table>

The base shall be installed so that its top is flush with the top of asphalt or concrete. The post shall be secured to the base with an adhesive such as Loctite to prevent removal.

Reflective Sheeting

All posts shall have retro-reflective sheeting applied. The minimum reflective sheeting shall be two (2) 3-inch wide wraps of sheeting applied one (1) inch down from the top of the post with a three (3) inch gap between the two wraps.

Florescent and Standard Colors

Posts and bases shall be constructed of UV-stabilized polymers and colors. The color of post and base shall be solid yellow throughout and stabilized to resist degradation. The color of reflective sheeting shall be amber.

Method of Measurement

The quantity of “Flexible Bollards” will be measured and paid for as the actual number of flexible bollards erected and accepted. The unit price will include all labor, materials, and incidentals required to complete the erection of each sign.

The quantity of flexible bollards, measured as discussed above, will be paid for at the contract unit price for:

<table>
<thead>
<tr>
<th>Pay Item</th>
<th>Pay Unit</th>
</tr>
</thead>
<tbody>
<tr>
<td>Flexible Bollards</td>
<td>Each</td>
</tr>
</tbody>
</table>
WOOD BOLLARDS
05/04/16

Description

This item consists of placement of bollards to restrict vehicular traffic to greenways and pedestrian facilities at locations shown on the plans. Contractors have the option of using the following or an approved equal:

Bollard Warehouse, Inc.
P. O. Box 298
Batavia, IL 60510
888-290-6420
www.bollardwarehouse.com

Belson Outdoors
111 North River Road
North Aurora, IL 60542
630-897-8489 www.belson.com

TrafficGuard® Direct, Inc.
P.O. Box 201
Geneva, IL 60134-9946
877-727-7347
www.trafficguard.net

Materials and Construction Methods

Wood Bollards shall be constructed of treated timber and placed vertically in concrete as shown in the plans. The bollard shall be constructed to the details shown in the plans. The bollard shall be placed in concrete in accordance with the applicable requirements of Section 825 of the 2012 Standard Specifications.

Measurement and Payment

The quantity of bollards will be the actual number each of wood bollards placed and accepted. The unit price will include all materials, excavation, concrete, and backfill required to complete the placement of each bollard.
Payment will be made under:

<table>
<thead>
<tr>
<th>Pay Item</th>
<th>Unit</th>
</tr>
</thead>
<tbody>
<tr>
<td>Wood Bollard</td>
<td>Each</td>
</tr>
</tbody>
</table>
CONCRETE PIER SUPPORT:

Description

This item will be installed when an existing water line is vertically offset 2’ or less from proposed storm drain pipes. Concrete Pier Supports will be constructed in accordance with 0222118R MODIFIED CFPUA STRUCTURAL BRIDGING DETAIL, Detail 6/Sheet CD-3.

Materials

Item: Section:
Class B Concrete for Encasing Utility Lines 1505

Measurement and Payment

Concrete Pier Support will be measured and paid per each conflict pipe crossing. The measurement of each includes all concrete pier supports per conflict crossing. Such price will include all labor, equipment, materials, and incidentals to satisfactorily install the pier supports at each conflict crossing.

The # 57 stone shown in the 0222118R MODIFIED STRUCTURAL BRIDGING CFPUA detail will be paid for separately under the contract pay item # 57 Stone.

Payment will be at the contract unit price for:

<table>
<thead>
<tr>
<th>Pay Item</th>
<th>Pay Unit</th>
</tr>
</thead>
<tbody>
<tr>
<td>Concrete Pier Support</td>
<td>Each</td>
</tr>
</tbody>
</table>

TREE ROOT PRUNING:

Description

Root Prune trees as indicated in the plans to prevent damage during construction. Trenching and excavation areas shall be determined and approved in the field by the Engineer. Any such area shown in the drip line of any tree and approved by the City shall use root pruning methodologies described herein.

Methodologies

A trencher that will turn a high RPM’s is preferred. Trencher is to be approved by the Engineer and will be used to perform all root pruning operations. A minimum depth of three feet is required. Clean cut roots in trench or excavation area on tree side with loppers or chain saw after trenching is complete.
Materials

Includes but not limited to, tree protection fencing around trees, root pruning, etc.

Measurement and Payment

The quantity for Tree Root Pruning will be paid as lump sum. The unit price shall include all trees needing to be root pruned as shown in the plans or as directed by the County and accepted by the County.

Payment will be made under:

<table>
<thead>
<tr>
<th>Pay Item</th>
<th>Unit</th>
</tr>
</thead>
<tbody>
<tr>
<td>Tree Root Pruning</td>
<td>LS</td>
</tr>
<tr>
<td></td>
<td></td>
</tr>
</tbody>
</table>
**Description**

Place 24” tree root barriers at the locations designated in the plans as a mechanical barrier and root deflector to prevent tree roots from damaging the greenway. Contractors have the option of using the following or an approved equal:

Deep Root Partners, L.P.
530 Washington Street
San Francisco, CA 94111
800-458-7668
info@deeproot.com

NDS
851 N. Harvard Avenue
Lindsay, CA 93247
800-726-1994
nds@ndspro.com

Century Products
1144 N. Grove Street
Anaheim, CA 92806
714-632-7083
info@crbtool.com

**Materials**

The contractor shall furnish and install tree root barriers as specified by the manufacturer. The barrier shall be black root barrier panels, with the following minimum properties: 0.08” wall thickness in modules 24” long by 24” deep; manufactured with polypropylene plastic with added ultraviolet inhibitors. Barriers should have raised vertical ribs running perpendicular to the panel of at least 0.08” thickness protruding 1/2” at 90° from interior of the barrier panel, spaced 6” apart. Panels must have integrated interlocking joints.

Basic Properties of the material conform to the following:

<table>
<thead>
<tr>
<th>Test</th>
<th>ASTM Test Method</th>
</tr>
</thead>
<tbody>
<tr>
<td>Tensile strength</td>
<td>D638</td>
</tr>
<tr>
<td>Yield Elongation</td>
<td>D638</td>
</tr>
<tr>
<td>Flexural Modulus</td>
<td>D790A or D790B</td>
</tr>
<tr>
<td>Notched Izod Impact</td>
<td>D256 or D256A</td>
</tr>
<tr>
<td>Shore Hardness</td>
<td>D785 or D785A</td>
</tr>
</tbody>
</table>
Construction and Installation

The contractor shall install the tree root barriers a minimum of 60 feet in length centered at each tree location shown on the plans. The tree root barriers shall be installed 2” below grade along the edge of the greenway. The vertical root deflecting ribs shall be facing inwards to the root ball and the double top edge shall be ½” above grade. Each of the required number of panels shall be connected in a linear fashion and placed along the adjacent path per the manufacturer’s specifications.

Measurement and Payment

The quantity of tree root barrier to be paid for will be the actual linear footage of tree root barrier which has been installed per the manufacturer specifications and the specifications above and has been accepted by the engineer.

Payment will be made under:

<table>
<thead>
<tr>
<th>Pay Item</th>
<th>Pay Unit</th>
</tr>
</thead>
<tbody>
<tr>
<td>Tree Root Barrier</td>
<td>Linear Foot</td>
</tr>
</tbody>
</table>

MAINTENANCE OF MAILBOXES, SIGNS, MISCELLANEOUS APPURTEANCES

The Contractor shall be required to maintain mailboxes, signs and all miscellaneous appurtenances impacted by construction activities in working order for the duration of construction as directed by the engineer. Work on the same items shall be done in a timely manner. No separate payment for work on these items will be made as the work will be considered incidental to other items in the contract unless otherwise mentioned in the contract document.
PROJECT SPECIAL PROVISIONS

TRAFFIC CONTROL

LUMP SUM PAYMENT FOR TRAFFIC CONTROL
(02/06/2013) LS-TC

The Contractor shall maintain traffic on indicate location / drawings / or sheets during construction and shall provide, install and maintain all traffic control devices as shown in the Roadway Standard Drawings or as directed by the Engineer.

The lump sum price bid for traffic control shall include but not be limited to providing adjust the following as necessary….Signs (portable, stationary, or barricade), which includes detour signing, Truck Mounted Attenuators (TMA), Changeable Message Signs (CMS), Flashing Arrow Boards (FAB), Pilot Vehicle, Flaggers, Cones, Skinny Drums and Drums and all labor, tools, equipment and incidentals necessary to furnish, install, maintain and remove traffic control devices when no longer required.

Basis of Payment

Partial payments will be made on each payment estimate based on the following: Fifty percent of the contract lump sum price bid will be paid on the first monthly estimate and the remaining 50% of the contract lump sum price bid will be paid on each subsequent estimate based on the percent of the project completed.

Payment will be made under:

<table>
<thead>
<tr>
<th>Pay Item</th>
<th>Pay Unit</th>
</tr>
</thead>
<tbody>
<tr>
<td>Traffic Control</td>
<td>Lump Sum</td>
</tr>
</tbody>
</table>
PROJECT SPECIAL PROVISIONS

EROSION CONTROL
ROADSIDE ENVIRONMENTAL UNIT

Stabilization Requirements:
(3-11-16) S-2A

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

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

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

SEEDING AND MULCHING: (East Crimp)

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

All Roadway Areas

<table>
<thead>
<tr>
<th>March 1 - August 31</th>
<th>September 1 - February 28</th>
</tr>
</thead>
<tbody>
<tr>
<td>50# Tall Fescue</td>
<td>50# Tall Fescue</td>
</tr>
<tr>
<td>10# Centipede</td>
<td>10# Centipede</td>
</tr>
<tr>
<td>25# Bermudagrass (hulled)</td>
<td>35# Bermudagrass (unhulled)</td>
</tr>
<tr>
<td>500# Fertilizer</td>
<td>500# Fertilizer</td>
</tr>
<tr>
<td>4000# Limestone</td>
<td>4000# Limestone</td>
</tr>
<tr>
<td>10# Millet</td>
<td>25# Choose ONE of the Following</td>
</tr>
<tr>
<td></td>
<td>Rye Grain,</td>
</tr>
<tr>
<td></td>
<td>Wheat FFR 555, or</td>
</tr>
<tr>
<td></td>
<td>Roane Wheat</td>
</tr>
</tbody>
</table>

Waste and Borrow Locations

<table>
<thead>
<tr>
<th>March 1 – August 31</th>
<th>September 1 - February 28</th>
</tr>
</thead>
<tbody>
<tr>
<td>75# Tall Fescue</td>
<td>75# Tall Fescue</td>
</tr>
</tbody>
</table>
Bermudagrass (hulled) 35# Bermudagrass (unhulled)
Fertilizer 500# Fertilizer
Limestone 4000# Limestone

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

Approved Tall Fescue Cultivars

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

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

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

TEMPORARY SEEDING

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

FERTILIZER TOPDRESSING

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

Fertilizer used for topdressing on slopes 2:1 and steeper and waste and borrow areas shall be 168-8 grade and shall be applied at the rate of 500 pounds per acre. A different analysis of fertilizer may be used provided the 2-1-1 ratio is maintained and the rate of application adjusted to provide the same amount of plant food as 16-8-8 analysis and as directed.

SUPPLEMENTAL SEEDING

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

LAWN TYPE APPEARANCE

All areas adjacent to lawns must be hand finished as directed to give a lawn type appearance. Remove all trash, debris, and stones ¾" and larger in diameter or other obstructions that could interfere with providing a smooth lawn type appearance. These areas shall be reseeded to match their original vegetative conditions, unless directed otherwise by the Field Operations Engineer.
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.

MOWING

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

COIR FIBER MAT

Description

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

Materials

<table>
<thead>
<tr>
<th>Item</th>
<th>Section</th>
</tr>
</thead>
<tbody>
<tr>
<td>Coir Fiber Mat</td>
<td>1060-14</td>
</tr>
</tbody>
</table>

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

Wooden Stakes:

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

Steel Reinforcement Bars:

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

Staples:

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

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

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

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

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

**Measurement and Payment**

*Coir Fiber Mat* will be measured and paid for as the actual number of square yards measured along the surface of the ground over which coir fiber mat is installed and accepted. No measurement will be made for anchor items.

Payment will be made under:

<table>
<thead>
<tr>
<th>Pay Item</th>
<th>Pay Unit</th>
</tr>
</thead>
<tbody>
<tr>
<td>Coir Fiber Mat</td>
<td>Square Yard</td>
</tr>
</tbody>
</table>
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.

<table>
<thead>
<tr>
<th>PERMIT</th>
<th>AUTHORITY GRANTING THE PERMIT</th>
</tr>
</thead>
<tbody>
<tr>
<td>State Stormwater</td>
<td>Division of Energy, Mining, and Land Resources, DEMLR State of North Carolina</td>
</tr>
<tr>
<td>Erosion Control</td>
<td>Division of Energy, Mining, and Land Resources, DEMLR State of North Carolina</td>
</tr>
</tbody>
</table>

The Contractor shall comply with all applicable permit conditions during construction of this project. Those conditions marked by * are the responsibility of the Department and the Contractor has no responsibility in accomplishing those conditions.

Agents of the permitting authority will periodically inspect the project for adherence to the permits.

The Contractor's attention is also directed to Articles 107-10 and 107-13 of the 2012 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 waters or wetlands provided that activities outside those areas is done in such a manner as to not affect the waters or wetlands.
General Statute 143C-6-11. (h) Highway Appropriation is hereby incorporated verbatim in this contract as follows:

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

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

NCDOT GENERAL SEED SPECIFICATION FOR SEED QUALITY

(5-17-11) Z-003

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:

<table>
<thead>
<tr>
<th>Restricted Noxious Weed</th>
<th>Limitations per Lb. Of Seed</th>
<th>Restricted Noxious Weed</th>
<th>Limitations per Lb. of Seed</th>
</tr>
</thead>
<tbody>
<tr>
<td>Blessed Thistle</td>
<td>4 seeds</td>
<td>Cornflower (Ragged Robin)</td>
<td>27 seeds</td>
</tr>
<tr>
<td>Cocklebur</td>
<td>4 seeds</td>
<td>Texas Panicum</td>
<td>27 seeds</td>
</tr>
<tr>
<td>Spurred Anoda</td>
<td>4 seeds</td>
<td>Bracted Plantain</td>
<td>54 seeds</td>
</tr>
<tr>
<td>Velvetleaf</td>
<td>4 seeds</td>
<td>Buckhorn Plantain</td>
<td>54 seeds</td>
</tr>
<tr>
<td>Morning-glory</td>
<td>8 seeds</td>
<td>Broadleaf Dock</td>
<td>54 seeds</td>
</tr>
<tr>
<td>Corn Cockle</td>
<td>10 seeds</td>
<td>Curly Dock</td>
<td>54 seeds</td>
</tr>
<tr>
<td>Wild Radish</td>
<td>12 seeds</td>
<td>Dodder</td>
<td>54 seeds</td>
</tr>
<tr>
<td>Purple Nutsedge</td>
<td>27 seeds</td>
<td>Giant Foxtail</td>
<td>54 seeds</td>
</tr>
<tr>
<td>Yellow Nutsedge</td>
<td>27 seeds</td>
<td>Horsenettle</td>
<td>54 seeds</td>
</tr>
<tr>
<td>Canada Thistle</td>
<td>27 seeds</td>
<td>Quackgrass</td>
<td>54 seeds</td>
</tr>
<tr>
<td>Field Bindweed</td>
<td>27 seeds</td>
<td>Wild Mustard</td>
<td>54 seeds</td>
</tr>
<tr>
<td>Hedge Bindweed</td>
<td>27 seeds</td>
<td></td>
<td></td>
</tr>
</tbody>
</table>
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
- Crownvetch
- Pensacola Bahiagrass
- Creeping Red Fescue
- Japanese Millet
- Reed Canary Grass
- Zoysia

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

- Barnyard Grass
- Big Bluestem
- Little Bluestem
- Bristly Locust
- Birdsfoot Trefoil
- Indiangrass
- Orchardgrass
- Switchgrass
- Yellow Blossom Sweet Clover
Revise the 2012 *Standard Specifications* as follows:

**Division 2**

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

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

Page 2-20, Subarticle 230-4(B), *Contractor Furnished Sources*, change references as follows: Line 1, replace “(4) Buffer Zone” with “(c) Buffer Zone”; Line 12, replace “(5) Evaluation for Potential Wetlands and Endangered Species” with “(d) Evaluation for Potential Wetlands and Endangered Species”; and Line 33, replace “(6) Approval” with “(4) Approval”.

**Division 3**

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

**Division 4**

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

**Division 6**

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

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

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

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

**Division 7**

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

**Division 8**

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

**Division 10**

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

SSP-5
Division 12
Page 12-7, Table 1205-3, add “FOR THERMOPLASTIC” to the end of the title.
Page 12-8, Subarticle 1205-5(B), line 13, replace “Table 1205-2” with “Table 1205-4”.
Page 12-8, Table 1205-4 and 1205-5, replace “THERMOPLASTIC” in the title of these tables with “POLYUREA”.
Page 12-9, Subarticle 1205-6(B), line 21, replace “Table 1205-4” with “Table 1205-6”.
Page 12-11, Subarticle 1205-8(C), line 25, replace “Table 1205-5” with “Table 1205-7”.

Division 15
Page 15-4, Subarticle 1505-3(F) Backfilling, line 26, replace “Subarticle 235-4(C)” with “Subarticle 235-3(C)”.
Page 15-6, Subarticle 1510-3(B), after line 21, replace the allowable leakage formula with the following: \( W = LD\sqrt{P} \div 148,000 \)
Page 15-6, Subarticle 1510-3(B), line 32, delete “may be performed concurrently or” and replace with “shall be performed”.
Page 15-17, Subarticle 1540-3(E), line 27, delete “Type 1”.

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

Revise the 2012 Roadway Standard Drawings as follows:

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

SSP-6
STANDARD SPECIAL PROVISION

PLANT AND PEST QUARANTINES
(Imported Fire Ant, Gypsy Moth, Witchweed, Emerald Ash Borer, And Other Noxious Weeds)
(3-18-03) (Rev. 12-20-16) Z-004a

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 http://www.ncagr.gov/plantindustry/ to determine those specific project sites located in the quarantined area or for any regulated article used on this project originating in a quarantined county.

Regulated Articles Include

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

AWARD OF CONTRACT

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

TITLE VI AND NONDISCRIMINATION

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

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

(2) Nondiscrimination: The Contractor, with regard to the work performed by it during the contract, shall not discriminate on the grounds of race, color, or national origin in the selection and retention of subcontractors, including procurements of materials and leases of equipment. The contractor shall not participate either directly or indirectly in the discrimination prohibited by section 21.5 of the Regulations, including employment practices when the contract covers a program set forth in Appendix B of the Regulations.

(3) Solicitations for Subcontractors, Including Procurements of Materials and Equipment: In all solicitations either by competitive bidding or negotiation made by the contractor for work to be performed under a subcontract, including procurements of materials or leases of equipment, each potential subcontractor or supplier shall be notified by the contractor of the contractor's obligations under this contract and the Regulations relative to nondiscrimination on the grounds of race, color, or national origin.

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

(5) Sanctions for Noncompliance: In the event of the contractor's noncompliance with the nondiscrimination provisions of this contract, the NCDOT shall impose such contract sanctions as it or the FHWA may determine to be appropriate, including, but not limited to:
(a) Withholding of payments to the contractor under the contract until the contractor complies, and/or
(b) Cancellation, termination or suspension of the contract, in whole or in part.

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

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

II. Title VI Nondiscrimination Program

Title VI of the 1964 Civil Rights Act, 42 U.S.C. 2000d, provides that: “No person in the United States shall, on the grounds of race, color, or national origin, be excluded from participation in, be denied the benefits of, or be subjected to discrimination under any program or activity receiving Federal financial assistance.” The broader application of nondiscrimination law is found in other statutes, executive orders, and regulations (see Section III, Pertinent Nondiscrimination Authorities), which provide additional protections based on age, sex, disability and religion. In addition, the 1987 Civil Rights Restoration Act extends nondiscrimination coverage to all programs and activities of federal-aid recipients and contractors, including those that are not federally-funded.

Nondiscrimination Assurance

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

Obligation

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

**FILING OF COMPLAINTS**

1. **Applicability** – These complaint procedures apply to the beneficiaries of the NCDOT’s programs, activities, and services, including, but not limited to, members of the public, contractors, subcontractors, consultants, and other sub-recipients of federal and state funds.

2. **Eligibility** – Any person or class of persons who believes he/she has been subjected to discrimination or retaliation prohibited by any of the Civil Rights authorities, based upon race, color, sex, age, national origin, or disability, may file a written complaint with NCDOT’s Civil Rights office. The law prohibits intimidation or retaliation of any sort. The complaint may be filed by the affected individual or a representative, and must be in writing.

3. **Time Limits and Filing Options** – A complaint must be filed no later than 180 calendar days after the following:
   - The date of the alleged act of discrimination; or
   - The date when the person(s) became aware of the alleged discrimination; or
   - Where there has been a continuing course of conduct, the date on which that conduct was discontinued or the latest instance of the conduct.

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

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

- **US Department of Transportation**, Departmental Office of Civil Rights, External Civil Rights Programs Division, 1200 New Jersey Avenue, SE, Washington, DC 20590; 202-366-4070

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


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

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

- **US Department of Justice**, Special Litigation Section, Civil Rights Division, 950 Pennsylvania Avenue, NW, Washington, DC 20530, 202-514-6255 or toll free 877-218-5228
4. **Format for Complaints** – Complaints must be in **writing** and **signed** by the complainant(s) or a representative and include the complainant’s name, address, and telephone number. Complaints received by fax or e-mail will be acknowledged and processed. Allegations received by telephone will be reduced to writing and provided to the complainant for confirmation or revision before processing. Complaints will be accepted in other languages including Braille.

5. **Discrimination Complaint Form** – Contact NCDOT EOWS at the phone number above to receive a full copy of the Discrimination Complaint Form and procedures.

6. **Complaint Basis** – Allegations must be based on issues involving race, color, national origin, sex, age, or disability. The term “basis” refers to the complainant’s membership in a protected group category. Contact this office to receive a Discrimination Complaint Form.

<table>
<thead>
<tr>
<th>Protected Categories</th>
<th>Definition</th>
<th>Examples</th>
<th>Applicable Statutes and Regulations</th>
</tr>
</thead>
<tbody>
<tr>
<td>Race</td>
<td>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</td>
<td>Black/African American, Hispanic/Latino, Asian, American Indian/Alaska Native, Native Hawaiian/Pacific Islander, White</td>
<td>Title VI of the Civil Rights Act of 1964; 49 CFR Part 21; 23 CFR 200</td>
</tr>
<tr>
<td>Color</td>
<td>Color of skin, including shade of skin within a racial group</td>
<td>Black, White, brown, yellow, etc.</td>
<td></td>
</tr>
<tr>
<td>National Origin</td>
<td>Place of birth. Citizenship is not a factor. Discrimination based on language or a person’s accent is also covered.</td>
<td>Mexican, Cuban, Japanese, Vietnamese, Chinese</td>
<td></td>
</tr>
<tr>
<td>Sex</td>
<td>Gender</td>
<td>Women and Men</td>
<td>1973 Federal-Aid Highway Act</td>
</tr>
<tr>
<td>Age</td>
<td>Persons of any age</td>
<td>21 year old person</td>
<td>Age Discrimination Act of 1975</td>
</tr>
<tr>
<td>Disability</td>
<td>Physical or mental impairment, permanent or temporary, or perceived.</td>
<td>Blind, alcoholic, para-amputee, epileptic, diabetic, arthritic</td>
<td>Section 504 of the Rehabilitation Act of 1973; Americans with Disabilities Act of 1990</td>
</tr>
</tbody>
</table>
III. Pertinent Nondiscrimination Authorities

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

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

- The Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970, (42 U.S.C. § 4601), (prohibits unfair treatment of persons displaced or whose property has been acquired because of Federal or Federal-aid programs and projects);

- **Federal-Aid Highway Act of 1973, (23 U.S.C. § 324 et seq.),** (prohibits discrimination on the basis of sex);


- The Age Discrimination Act of 1975, as amended, (42 U.S.C. § 6101 et seq.), (prohibits discrimination on the basis of age);

- Airport and Airway Improvement Act of 1982, (49 USC § 471, Section 47123), as amended, (prohibits discrimination based on race, creed, color, national origin, or sex);

- The Civil Rights Restoration Act of 1987, (PL 100-209), (Broadened the scope, coverage and applicability of Title VI of the Civil Rights Act of 1964, The Age Discrimination Act of 1975 and Section 504 of the Rehabilitation Act of 1973, by expanding the definition of the terms “programs or activities” to include all of the programs or activities of the Federal-aid recipients, sub-recipients and contractors, whether such programs or activities are Federally funded or not);

- **Titles II and III of the Americans with Disabilities Act, which prohibit discrimination on the basis of disability in the operation of public entities, public and private transportation systems, places of public accommodation, and certain testing entities (42 U.S.C. §§ 12131 – 12189) as implemented by Department of Transportation regulations at 49 C.F.R. parts 37 and 38;**

- The Federal Aviation Administration’s Non-discrimination statute (49 U.S.C. § 47123) (prohibits discrimination on the basis of race, color, national origin, and sex);

- Executive Order 12898, Federal Actions to Address Environmental Justice in Minority Populations and Low-Income Populations, which ensures discrimination against minority populations by discouraging programs, policies, and activities with disproportionately high and adverse human health or environmental effects on minority and low-income populations;

- Executive Order 13166, Improving Access to Services for Persons with Limited English Proficiency, and resulting agency guidance, national origin discrimination includes discrimination because of limited English proficiency (LEP). To ensure compliance with Title VI, you must take reasonable steps to ensure that LEP persons have meaningful access to your programs (70 Fed. Reg. at 74087 to 74100);

- **Title IX of the Education Amendments of 1972, as amended, which prohibits you from discriminating because of sex in education programs or activities (20 U.S.C. 1681 et seq).**
• Title VII of the Civil Rights Act of 1964 (42 U.S.C. § 2000e et seq., Pub. L. 88-352), (prohibits employment discrimination on the basis of race, color, religion, sex, or national origin);
• 49 CFR Part 26, regulation to ensure nondiscrimination in the award and administration of DOT-assisted contracts in the Department's highway, transit, and airport financial assistance programs, as regards the use of Disadvantaged Business Enterprises (DBEs);
• Form FHWA-1273, “Required Contract Provisions,” a collection of contract provisions and proposal notices that are generally applicable to all Federal-aid construction projects and must be made a part of, and physically incorporated into, all federally-assisted contracts, as well as appropriate subcontracts and purchase orders, particularly Sections II (Nondiscrimination) and III (Nonsegregated Facilities).
STANDARD SPECIAL PROVISION

MINORITY AND FEMALE EMPLOYMENT REQUIREMENTS

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

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

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

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

2. As used in this Notice and in the contract resulting from this solicitation, the “covered area” is the county or counties shown on the cover sheet of the proposal form and contract.
I. General
II. Nondiscrimination
III. Nonsegregated Facilities
IV. Davis-Bacon and Related Act Provisions
V. Contract Work Hours and Safety Standards Act Provisions
VI. Subletting or Assigning the Contract
VII. Safety: Accident Prevention
VIII. False Statements Concerning Highway Projects
IX. Implementation of Clean Air Act and Federal Water Pollution Control Act
X. Compliance with Governmentwide Suspension and Debarment Requirements
XI. Certification Regarding Use of Contract Funds for Lobbying

ATTACHMENTS

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

I. GENERAL

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

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

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

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

2. Subject to the applicability criteria noted in the following sections, these contract provisions shall apply to all work performed on the contract by the contractor's own organization and with
the assistance of workers under the contractor's immediate superintendence and to all work performed on the contract by piecework, station work, or by subcontract.

3. A breach of any of the stipulations contained in these Required Contract Provisions may be sufficient grounds for withholding of progress payments, withholding of final payment, termination of the contract, suspension / debarment or any other action determined to be appropriate by the contracting agency and FHWA.

4. Selection of Labor: During the performance of this contract, the contractor shall not use convict labor for any purpose within the limits of a construction project on a Federal-aid highway unless it is labor performed by convicts who are on parole, supervised release, or probation. The term Federal-aid highway does not include roadways functionally classified as local roads or rural minor collectors.

II. NONDISCRIMINATION

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

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

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

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

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

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

b. The contractor will accept as its operating policy the following statement:

"It is the policy of this Company to assure that applicants are employed, and that employees are treated during employment, without regard to their race, religion, sex, color, national origin, age or disability. Such action shall include: employment, upgrading, demotion, or transfer; recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship, pre-apprenticeship, and/or on-the-job training."

2. **EEO Officer:** The contractor will designate and make known to the contracting officers an EEO Officer who will have the responsibility for and must be capable of effectively administering and promoting an active EEO program and who must be assigned adequate authority and responsibility to do so.

3. **Dissemination of Policy:** All members of the contractor's staff who are authorized to hire, supervise, promote, and discharge employees, or who recommend such action, or who are substantially involved in such action, will be made fully cognizant of, and will implement, the contractor's EEO policy and contractual responsibilities to provide EEO in each grade and classification of employment. To ensure that the above agreement will be met, the following actions will be taken as a minimum:

   a. Periodic meetings of supervisory and personnel office employees will be conducted before the start of work and then not less often than once every six months, at which time the contractor's EEO policy and its implementation will be reviewed and explained. The meetings will be conducted by the EEO Officer.

   b. All new supervisory or personnel office employees will be given a thorough indoctrination by the EEO Officer, covering all major aspects of the contractor's EEO obligations within thirty days following their reporting for duty with the contractor.

   c. All personnel who are engaged in direct recruitment for the project will be instructed by the EEO Officer in the contractor's procedures for locating and hiring minorities and women.

   d. Notices and posters setting forth the contractor's EEO policy will be placed in areas readily accessible to employees, applicants for employment and potential employees.

   e. The contractor's EEO policy and the procedures to implement such policy will be brought to the attention of employees by means of meetings, employee handbooks, or other appropriate means.

4. **Recruitment:** When advertising for employees, the contractor will include in all advertisements for employees the notation: "An Equal Opportunity Employer." All such advertisements will be placed in publications having a large circulation among minorities and women in the area from which the project work force would normally be derived.

   a. The contractor will, unless precluded by a valid bargaining agreement, conduct systematic and direct recruitment through public and private employee referral sources likely to yield qualified minorities and women. To meet this requirement, the contractor will identify sources of potential minority group employees, and establish with such identified sources procedures whereby minority and women applicants may be referred to the contractor for employment consideration.

   b. In the event the contractor has a valid bargaining agreement providing for exclusive hiring hall referrals, the contractor is expected to observe the provisions of that agreement to the
extent that the system meets the contractor's compliance with EEO contract provisions. Where implementation of such an agreement has the effect of discriminating against minorities or women, or obligates the contractor to do the same, such implementation violates Federal nondiscrimination provisions.

c. The contractor will encourage its present employees to refer minorities and women as applicants for employment. Information and procedures with regard to referring such applicants will be discussed with employees.

5. **Personnel Actions:** Wages, working conditions, and employee benefits shall be established and administered, and personnel actions of every type, including hiring, upgrading, promotion, transfer, demotion, layoff, and termination, shall be taken without regard to race, color, religion, sex, national origin, age or disability. The following procedures shall be followed:

a. The contractor will conduct periodic inspections of project sites to insure that working conditions and employee facilities do not indicate discriminatory treatment of project site personnel.

b. The contractor will periodically evaluate the spread of wages paid within each classification to determine any evidence of discriminatory wage practices.

c. The contractor will periodically review selected personnel actions in depth to determine whether there is evidence of discrimination. Where evidence is found, the contractor will promptly take corrective action. If the review indicates that the discrimination may extend beyond the actions reviewed, such corrective action shall include all affected persons.

d. The contractor will promptly investigate all complaints of alleged discrimination made to the contractor in connection with its obligations under this contract, will attempt to resolve such complaints, and will take appropriate corrective action within a reasonable time. If the investigation indicates that the discrimination may affect persons other than the complainant, such corrective action shall include such other persons. Upon completion of each investigation, the contractor will inform every complainant of all of their avenues of appeal.

6. **Training and Promotion:**

a. The contractor will assist in locating, qualifying, and increasing the skills of minorities and women who are applicants for employment or current employees. Such efforts should be aimed at developing full journey level status employees in the type of trade or job classification involved.

b. Consistent with the contractor's work force requirements and as permissible under Federal and State regulations, the contractor shall make full use of training programs, i.e., apprenticeship, and on-the-job training programs for the geographical area of contract performance. In the event a special provision for training is provided under this contract, this subparagraph will be superseded as indicated in the special provision. The contracting agency may reserve training positions for persons who receive welfare assistance in accordance with 23 U.S.C. 140(a).

c. The contractor will advise employees and applicants for employment of available training programs and entrance requirements for each.

d. The contractor will periodically review the training and promotion potential of employees who are minorities and women and will encourage eligible employees to apply for such training and promotion.
7. **Unions:** If the contractor relies in whole or in part upon unions as a source of employees, the contractor will use good faith efforts to obtain the cooperation of such unions to increase opportunities for minorities and women. Actions by the contractor, either directly or through a contractor's association acting as agent, will include the procedures set forth below:
   
   a. The contractor will use good faith efforts to develop, in cooperation with the unions, joint training programs aimed toward qualifying more minorities and women for membership in the unions and increasing the skills of minorities and women so that they may qualify for higher paying employment.
   
   b. The contractor will use good faith efforts to incorporate an EEO clause into each union agreement to the end that such union will be contractually bound to refer applicants without regard to their race, color, religion, sex, national origin, age or disability.
   
   c. The contractor is to obtain information as to the referral practices and policies of the labor union except that to the extent such information is within the exclusive possession of the labor union and such labor union refuses to furnish such information to the contractor, the contractor shall so certify to the contracting agency and shall set forth what efforts have been made to obtain such information.
   
   d. In the event the union is unable to provide the contractor with a reasonable flow of referrals within the time limit set forth in the collective bargaining agreement, the contractor will, through independent recruitment efforts, fill the employment vacancies without regard to race, color, religion, sex, national origin, age or disability; making full efforts to obtain qualified and/or qualifiable minorities and women. The failure of a union to provide sufficient referrals (even though it is obligated to provide exclusive referrals under the terms of a collective bargaining agreement) does not relieve the contractor from the requirements of this paragraph. In the event the union referral practice prevents the contractor from meeting the obligations pursuant to Executive Order 11246, as amended, and these special provisions, such contractor shall immediately notify the contracting agency.

8. **Reasonable Accommodation for Applicants / Employees with Disabilities:** The contractor must be familiar with the requirements for and comply with the Americans with Disabilities Act and all rules and regulations established there under. Employers must provide reasonable accommodation in all employment activities unless to do so would cause an undue hardship.

9. **Selection of Subcontractors, Procurement of Materials and Leasing of Equipment:** The contractor shall not discriminate on the grounds of race, color, religion, sex, national origin, age or disability in the selection and retention of subcontractors, including procurement of materials and leases of equipment. The contractor shall take all necessary and reasonable steps to ensure nondiscrimination in the administration of this contract.
   
   a. The contractor shall notify all potential subcontractors and suppliers and lessors of their EEO obligations under this contract.
   
   b. The contractor will use good faith efforts to ensure subcontractor compliance with their EEO obligations.

10. **Assurance Required by 49 CFR 26.13(b):**
    
    a. The requirements of 49 CFR Part 26 and the State DOT’s U.S. DOT-approved DBE program are incorporated by reference.
    
    b. The contractor or subcontractor shall not discriminate on the basis of race, color, national origin, or sex in the performance of this contract. The contractor shall carry out applicable requirements of 49 CFR Part 26 in the award and administration of DOT-assisted contracts. Failure by the contractor to carry out these requirements is a material breach of this contract,
which may result in the termination of this contract or such other remedy as the contracting agency deems appropriate.

11. **Records and Reports:** The contractor shall keep such records as necessary to document compliance with the EEO requirements. Such records shall be retained for a period of three years following the date of the final payment to the contractor for all contract work and shall be available at reasonable times and places for inspection by authorized representatives of the contracting agency and the FHWA.

   a. The records kept by the contractor shall document the following:
      
      (1) The number and work hours of minority and non-minority group members and women employed in each work classification on the project;
      
      (2) The progress and efforts being made in cooperation with unions, when applicable, to increase employment opportunities for minorities and women; and
      
      (3) The progress and efforts being made in locating, hiring, training, qualifying, and upgrading minorities and women;
   
   b. The contractors and subcontractors will submit an annual report to the contracting agency each July for the duration of the project, indicating the number of minority, women, and non-minority group employees currently engaged in each work classification required by the contract work. This information is to be reported on Form FHWA-1391. The staffing data should represent the project work force on board in all or any part of the last payroll period preceding the end of July. If on-the-job training is being required by special provision, the contractor will be required to collect and report training data. The employment data should reflect the work force on board during all or any part of the last payroll period preceding the end of July.

**III. NONSEGREGATED FACILITIES**

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

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

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

This section is applicable to all Federal-aid construction projects exceeding $2,000 and to all related subcontracts and lower-tier subcontracts (regardless of subcontract size). The requirements apply to all projects located within the right-of-way of a roadway that is functionally classified as Federal-aid highway. This excludes roadways functionally classified as local roads or rural minor collectors, which are exempt. Contracting agencies may elect to apply these requirements to other projects.
The following provisions are from the U.S. Department of Labor regulations in 29 CFR 5.5 “Contract provisions and related matters” with minor revisions to conform to the FHWA-1273 format and FHWA program requirements.

1. **Minimum wages**

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

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

b. (1) The contracting officer shall require that any class of laborers or mechanics, including helpers, which is not listed in the wage determination and which is to be employed under the contract shall be classified in conformance with the wage determination. The contracting officer shall approve an additional classification and wage rate and fringe benefits therefore only when the following criteria have been met:

   (i) The work to be performed by the classification requested is not performed by a classification in the wage determination; and

   (ii) The classification is utilized in the area by the construction industry; and

   (iii) The proposed wage rate, including any bona fide fringe benefits, bears a reasonable relationship to the wage rates contained in the wage determination.

(2) If the contractor and the laborers and mechanics to be employed in the classification (if known), or their representatives, and the contracting officer agree on the classification and wage rate (including the amount designated for fringe benefits where appropriate), a report of the action taken shall be sent by the contracting officer to the Administrator of the Wage and Hour Division, Employment Standards Administration, U.S. Department of Labor, Washington, DC 20210. The Administrator, or an authorized representative, will approve, modify, or disapprove every additional classification action within 30 days of
receipt and so advise the contracting officer or will notify the contracting officer within the 30-day period that additional time is necessary.

(3) In the event the contractor, the laborers or mechanics to be employed in the classification or their representatives, and the contracting officer do not agree on the proposed classification and wage rate (including the amount designated for fringe benefits, where appropriate), the contracting officer shall refer the questions, including the views of all interested parties and the recommendation of the contracting officer, to the Wage and Hour Administrator for determination. The Wage and Hour Administrator, or an authorized representative, will issue a determination within 30 days of receipt and so advise the contracting officer or will notify the contracting officer within the 30-day period that additional time is necessary.

(4) The wage rate (including fringe benefits where appropriate) determined pursuant to paragraphs 1.b.(2) or 1.b.(3) of this section, shall be paid to all workers performing work in the classification under this contract from the first day on which work is performed in the classification.

c. Whenever the minimum wage rate prescribed in the contract for a class of laborers or mechanics includes a fringe benefit which is not expressed as an hourly rate, the contractor shall either pay the benefit as stated in the wage determination or shall pay another bona fide fringe benefit or an hourly cash equivalent thereof.

d. If the contractor does not make payments to a trustee or other third person, the contractor may consider as part of the wages of any laborer or mechanic the amount of any costs reasonably anticipated in providing bona fide fringe benefits under a plan or program, Provided, That the Secretary of Labor has found, upon the written request of the contractor, that the applicable standards of the Davis-Bacon Act have been met. The Secretary of Labor may require the contractor to set aside in a separate account assets for the meeting of obligations under the plan or program.

2. Withholding. The contracting agency shall upon its own action or upon written request of an authorized representative of the Department of Labor, withhold or cause to be withheld from the contractor under this contract, or any other Federal contract with the same prime contractor, or any other federally-assisted contract subject to Davis-Bacon prevailing wage requirements, which is held by the same prime contractor, so much of the accrued payments or advances as may be considered necessary to pay laborers and mechanics, including apprentices, trainees, and helpers, employed by the contractor or any subcontractor the full amount of wages required by the contract. In the event of failure to pay any laborer or mechanic, including any apprentice, trainee, or helper, employed or working on the site of the work, all or part of the wages required by the contract, the contracting agency may, after written notice to the contractor, take such action as may be necessary to cause the suspension of any further payment, advance, or guarantee of funds until such violations have ceased.

3. Payrolls and basic records

a. Payrolls and basic records relating thereto shall be maintained by the contractor during the course of the work and preserved for a period of three years thereafter for all laborers and mechanics working at the site of the work. Such records shall contain the name, address, and social security number of each such worker, his or her correct classification, hourly rates of wages paid (including rates of contributions or costs anticipated for bona fide fringe benefits or cash equivalents thereof of the types described in section 1(b)(2)(B) of the Davis-Bacon Act), daily and weekly number of hours worked, deductions made and actual wages paid.
Whenever the Secretary of Labor has found under 29 CFR 5.5(a)(1)(iv) that the wages of any laborer or mechanic include the amount of any costs reasonably anticipated in providing benefits under a plan or program described in section 1(b)(2)(B) of the Davis-Bacon Act, the contractor shall maintain records which show that the commitment to provide such benefits is enforceable, that the plan or program is financially responsible, and that the plan or program has been communicated in writing to the laborers or mechanics affected, and records which show the costs anticipated or the actual cost incurred in providing such benefits. Contractors employing apprentices or trainees under approved programs shall maintain written evidence of the registration of apprenticeship programs and certification of trainee programs, the registration of the apprentices and trainees, and the ratios and wage rates prescribed in the applicable programs.

b. (1) The contractor shall submit weekly for each week in which any contract work is performed a copy of all payrolls to the contracting agency. The payrolls submitted shall set out accurately and completely all of the information required to be maintained under 29 CFR 5.5(a)(3)(i), except that full social security numbers and home addresses shall not be included on weekly transmittals. Instead the payrolls shall only need to include an individually identifying number for each employee (e.g., the last four digits of the employee's social security number). The required weekly payroll information may be submitted in any form desired. Optional Form WH–347 is available for this purpose from the Wage and Hour Division Web site at http://www.dol.gov/esa/whd/forms/wh347instr.htm or its successor site. The prime contractor is responsible for the submission of copies of payrolls by all subcontractors. Contractors and subcontractors shall maintain the full social security number and current address of each covered worker, and shall provide them upon request to the contracting agency for transmission to the State DOT, the FHWA or the Wage and Hour Division of the Department of Labor for purposes of an investigation or audit of compliance with prevailing wage requirements. It is not a violation of this section for a prime contractor to require a subcontractor to provide addresses and social security numbers to the prime contractor for its own records, without weekly submission to the contracting agency.

(2) Each payroll submitted shall be accompanied by a “Statement of Compliance,” signed by the contractor or subcontractor or his or her agent who pays or supervises the payment of the persons employed under the contract and shall certify the following:

(i) That the payroll for the payroll period contains the information required to be provided under §5.5 (a)(3)(ii) of Regulations, 29 CFR part 5, the appropriate information is being maintained under §5.5 (a)(3)(i) of Regulations, 29 CFR part 5, and that such information is correct and complete;

(ii) That each laborer or mechanic (including each helper, apprentice, and trainee) employed on the contract during the payroll period has been paid the full weekly wages earned, without rebate, either directly or indirectly, and that no deductions have been made either directly or indirectly from the full wages earned, other than permissible deductions as set forth in Regulations, 29 CFR part 3;

(iii) That each laborer or mechanic has been paid not less than the applicable wage rates and fringe benefits or cash equivalents for the classification of work performed, as specified in the applicable wage determination incorporated into the contract.
(3) The weekly submission of a properly executed certification set forth on the reverse side of Optional Form WH–347 shall satisfy the requirement for submission of the “Statement of Compliance” required by paragraph 3.b.(2) of this section.

(4) The falsification of any of the above certifications may subject the contractor or subcontractor to civil or criminal prosecution under section 1001 of title 18 and section 231 of title 31 of the United States Code.

c. The contractor or subcontractor shall make the records required under paragraph 3.a. of this section available for inspection, copying, or transcription by authorized representatives of the contracting agency, the State DOT, the FHWA, or the Department of Labor, and shall permit such representatives to interview employees during working hours on the job. If the contractor or subcontractor fails to submit the required records or to make them available, the FHWA may, after written notice to the contractor, the contracting agency or the State DOT, take such action as may be necessary to cause the suspension of any further payment, advance, or guarantee of funds. Furthermore, failure to submit the required records upon request or to make such records available may be grounds for debarment action pursuant to 29 CFR 5.12.

4. Apprentices and trainees

a. Apprentices (programs of the USDOL). Apprentices will be permitted to work at less than the predetermined rate for the work they performed when they are employed pursuant to and individually registered in a bona fide apprenticeship program registered with the U.S. Department of Labor, Employment and Training Administration, Office of Apprenticeship Training, Employer and Labor Services, or with a State Apprenticeship Agency recognized by the Office, or if a person is employed in his or her first 90 days of probationary employment as an apprentice in such an apprenticeship program, who is not individually registered in the program, but who has been certified by the Office of Apprenticeship Training, Employer and Labor Services or a State Apprenticeship Agency (where appropriate) to be eligible for probationary employment as an apprentice.

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

Every apprentice must be paid at not less than the rate specified in the registered program for the apprentice's level of progress, expressed as a percentage of the journeymen hourly rate specified in the applicable wage determination. Apprentices shall be paid fringe benefits in accordance with the provisions of the apprenticeship program. If the apprenticeship program does not specify fringe benefits, apprentices must be paid the full amount of fringe benefits listed on the wage determination for the applicable classification. If the Administrator determines that a different practice prevails for the applicable apprentice classification, fringes shall be paid in accordance with that determination.
In the event the Office of Apprenticeship Training, Employer and Labor Services, or a State Apprenticeship Agency recognized by the Office, withdraws approval of an apprenticeship program, the contractor will no longer be permitted to utilize apprentices at less than the applicable predetermined rate for the work performed until an acceptable program is approved.

b. Trainees (programs of the USDOL). Except as provided in 29 CFR 5.16, trainees will not be permitted to work at less than the predetermined rate for the work performed unless they are employed pursuant to and individually registered in a program which has received prior approval, evidenced by formal certification by the U.S. Department of Labor, Employment and Training Administration.

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

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

In the event the Employment and Training Administration withdraws approval of a training program, the contractor will no longer be permitted to utilize trainees at less than the applicable predetermined rate for the work performed until an acceptable program is approved.

c. Equal employment opportunity. The utilization of apprentices, trainees and journeymen under this part shall be in conformity with the equal employment opportunity requirements of Executive Order 11246, as amended, and 29 CFR part 30.

d. Apprentices and Trainees (programs of the U.S. DOT). Apprentices and trainees working under apprenticeship and skill training programs which have been certified by the Secretary of Transportation as promoting EEO in connection with Federal-aid highway construction programs are not subject to the requirements of paragraph 4 of this Section IV. The straight time hourly wage rates for apprentices and trainees under such programs will be established by the particular programs. The ratio of apprentices and trainees to journeymen shall not be greater than permitted by the terms of the particular program.

5. Compliance with Copeland Act requirements. The contractor shall comply with the requirements of 29 CFR part 3, which are incorporated by reference in this contract.

6. Subcontracts. The contractor or subcontractor shall insert Form FHWA-1273 in any subcontracts and also require the subcontractors to include Form FHWA-1273 in any lower tier subcontracts. The prime contractor shall be responsible for the compliance by any subcontractor or lower tier subcontractor with all the contract clauses in 29 CFR 5.5.
7. **Contract termination**: debarment. A breach of the contract clauses in 29 CFR 5.5 may be grounds for termination of the contract, and for debarment as a contractor and a subcontractor as provided in 29 CFR 5.12.

8. **Compliance with Davis-Bacon and Related Act requirements.** All rulings and interpretations of the Davis-Bacon and Related Acts contained in 29 CFR parts 1, 3, and 5 are herein incorporated by reference in this contract.

9. **Disputes concerning labor standards.** Disputes arising out of the labor standards provisions of this contract shall not be subject to the general disputes clause of this contract. Such disputes shall be resolved in accordance with the procedures of the Department of Labor set forth in 29 CFR parts 5, 6, and 7. Disputes within the meaning of this clause include disputes between the contractor (or any of its subcontractors) and the contracting agency, the U.S. Department of Labor, or the employees or their representatives.

10. **Certification of eligibility.**
   a. By entering into this contract, the contractor certifies that neither it (nor he or she) nor any person or firm who has an interest in the contractor's firm is a person or firm ineligible to be awarded Government contracts by virtue of section 3(a) of the Davis-Bacon Act or 29 CFR 5.12(a)(1).
   b. No part of this contract shall be subcontracted to any person or firm ineligible for award of a Government contract by virtue of section 3(a) of the Davis-Bacon Act or 29 CFR 5.12(a)(1).

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

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

1. **Overtime requirements.** No contractor or subcontractor contracting for any part of the contract work which may require or involve the employment of laborers or mechanics shall require or permit any such laborer or mechanic in any workweek in which he or she is employed on such work to work in excess of forty hours in such workweek unless such laborer or mechanic receives compensation at a rate not less than one and one-half times the basic rate of pay for all hours worked in excess of forty hours in such workweek.

2. **Violation; liability for unpaid wages; liquidated damages.** In the event of any violation of the clause set forth in paragraph (1.) of this section, the contractor and any subcontractor responsible therefor shall be liable for the unpaid wages. In addition, such contractor and subcontractor shall be liable to the United States (in the case of work done under contract for the District of Columbia or a territory, to such District or to such territory), for liquidated damages. Such liquidated damages shall be computed with respect to each individual laborer or mechanic, including watchmen and guards, employed in violation of the clause set forth in paragraph (1.) of this section, in the sum of $10 for each calendar day on which such individual was required or permitted to work in excess of the standard workweek of forty hours without payment of the overtime wages required by the clause set forth in paragraph (1.) of this section.
3. **Withholding for unpaid wages and liquidated damages.** The FHWA or the contacting agency shall upon its own action or upon written request of an authorized representative of the Department of Labor withhold or cause to be withheld, from any moneys payable on account of work performed by the contractor or subcontractor under any such contract or any other Federal contract with the same prime contractor, or any other federally-assisted contract subject to the **Contract Work Hours and Safety Standards Act**, which is held by the same prime contractor, such sums as may be determined to be necessary to satisfy any liabilities of such contractor or subcontractor for unpaid wages and liquidated damages as provided in the clause set forth in paragraph (2.) of this section.

4. **Subcontracts.** The contractor or subcontractor shall insert in any subcontracts the clauses set forth in paragraph (1.) through (4.) of this section and also a clause requiring the subcontractors to include these clauses in any lower tier subcontracts. The prime contractor shall be responsible for compliance by any subcontractor or lower tier subcontractor with the clauses set forth in paragraphs (1.) through (4.) of this section.

**VI. SUBLETTING OR ASSIGNING THE CONTRACT**

This provision is applicable to all Federal-aid construction contracts on the National Highway System.

1. The contractor shall perform with its own organization contract work amounting to not less than 30 percent (or a greater percentage if specified elsewhere in the contract) of the total original contract price, excluding any specialty items designated by the contracting agency. Specialty items may be performed by subcontract and the amount of any such specialty items performed may be deducted from the total original contract price before computing the amount of work required to be performed by the contractor's own organization (23 CFR 635.116).

   a. The term “perform work with its own organization” refers to workers employed or leased by the prime contractor, and equipment owned or rented by the prime contractor, with or without operators. Such term does not include employees or equipment of a subcontractor or lower tier subcontractor, agents of the prime contractor, or any other assignees. The term may include payments for the costs of hiring leased employees from an employee leasing firm meeting all relevant Federal and State regulatory requirements. Leased employees may only be included in this term if the prime contractor meets all of the following conditions:

      (1) the prime contractor maintains control over the supervision of the day-to-day activities of the leased employees;
      (2) the prime contractor remains responsible for the quality of the work of the leased employees;
      (3) the prime contractor retains all power to accept or exclude individual employees from work on the project; and
      (4) the prime contractor remains ultimately responsible for the payment of predetermined minimum wages, the submission of payrolls, statements of compliance and all other Federal regulatory requirements.

   b. "Specialty Items" shall be construed to be limited to work that requires highly specialized knowledge, abilities, or equipment not ordinarily available in the type of contracting organizations qualified and expected to bid or propose on the contract as a whole and in general are to be limited to minor components of the overall contract.
2. The contract amount upon which the requirements set forth in paragraph (1) of Section VI is computed includes the cost of material and manufactured products which are to be purchased or produced by the contractor under the contract provisions.

3. The contractor shall furnish (a) a competent superintendent or supervisor who is employed by the firm, has full authority to direct performance of the work in accordance with the contract requirements, and is in charge of all construction operations (regardless of who performs the work) and (b) such other of its own organizational resources (supervision, management, and engineering services) as the contracting officer determines is necessary to assure the performance of the contract.

4. No portion of the contract shall be sublet, assigned or otherwise disposed of except with the written consent of the contracting officer, or authorized representative, and such consent when given shall not be construed to relieve the contractor of any responsibility for the fulfillment of the contract. Written consent will be given only after the contracting agency has assured that each subcontract is evidenced in writing and that it contains all pertinent provisions and requirements of the prime contract.

5. The 30% self-performance requirement of paragraph (1) is not applicable to design-build contracts; however, contracting agencies may establish their own self-performance requirements.

VII. SAFETY: ACCIDENT PREVENTION

This provision is applicable to all Federal-aid construction contracts and to all related subcontracts.

1. In the performance of this contract the contractor shall comply with all applicable Federal, State, and local laws governing safety, health, and sanitation (23 CFR 635). The contractor shall provide all safeguards, safety devices and protective equipment and take any other needed actions as it determines, or as the contracting officer may determine, to be reasonably necessary to protect the life and health of employees on the job and the safety of the public and to protect property in connection with the performance of the work covered by the contract.

2. It is a condition of this contract, and shall be made a condition of each subcontract, which the contractor enters into pursuant to this contract, that the contractor and any subcontractor shall not permit any employee, in performance of the contract, to work in surroundings or under conditions which are unsanitary, hazardous or dangerous to his/her health or safety, as determined under construction safety and health standards (29 CFR 1926) promulgated by the Secretary of Labor, in accordance with Section 107 of the Contract Work Hours and Safety Standards Act (40 U.S.C. 3704).

3. Pursuant to 29 CFR 1926.3, it is a condition of this contract that the Secretary of Labor or authorized representative thereof, shall have right of entry to any site of contract performance to inspect or investigate the matter of compliance with the construction safety and health standards and to carry out the duties of the Secretary under Section 107 of the Contract Work Hours and Safety Standards Act (40 U.S.C.3704).
VIII. FALSE STATEMENTS CONCERNING HIGHWAY PROJECTS

This provision is applicable to all Federal-aid construction contracts and to all related subcontracts.

In order to assure high quality and durable construction in conformity with approved plans and specifications and a high degree of reliability on statements and representations made by engineers, contractors, suppliers, and workers on Federal-aid highway projects, it is essential that all persons concerned with the project perform their functions as carefully, thoroughly, and honestly as possible. Willful falsification, distortion, or misrepresentation with respect to any facts related to the project is a violation of Federal law. To prevent any misunderstanding regarding the seriousness of these and similar acts, Form FHWA-1022 shall be posted on each Federal-aid highway project (23 CFR 635) in one or more places where it is readily available to all persons concerned with the project:

18 U.S.C. 1020 reads as follows:

"Whoever, being an officer, agent, or employee of the United States, or of any State or Territory, or whoever, whether a person, association, firm, or corporation, knowingly makes any false statement, false representation, or false report as to the character, quality, quantity, or cost of the material used or to be used, or the quantity or quality of the work performed or to be performed, or the cost thereof in connection with the submission of plans, maps, specifications, contracts, or costs of construction on any highway or related project submitted for approval to the Secretary of Transportation; or

Whoever knowingly makes any false statement, false representation, false report or false claim with respect to the character, quality, quantity, or cost of any work performed or to be performed, or materials furnished or to be furnished, in connection with the construction of any highway or related project approved by the Secretary of Transportation; or

Whoever knowingly makes any false statement or false representation as to material fact in any statement, certificate, or report submitted pursuant to provisions of the Federal-aid Roads Act approved July 1, 1916, (39 Stat. 355), as amended and supplemented;

Shall be fined under this title or imprisoned not more than 5 years or both."

IX. IMPLEMENTATION OF CLEAN AIR ACT AND FEDERAL WATER POLLUTION CONTROL ACT

This provision is applicable to all Federal-aid construction contracts and to all related subcontracts.

By submission of this bid/proposal or the execution of this contract, or subcontract, as appropriate, the bidder, proposer, Federal-aid construction contractor, or subcontractor, as appropriate, will be deemed to have stipulated as follows:

1. That any person who is or will be utilized in the performance of this contract is not prohibited from receiving an award due to a violation of Section 508 of the Clean Water Act or Section 306 of the Clean Air Act.

2. That the contractor agrees to include or cause to be included the requirements of paragraph (1) of this Section X in every subcontract, and further agrees to take such action as the contracting agency may direct as a means of enforcing such requirements.
X. CERTIFICATION REGARDING DEBARMENT, SUSPENSION, INELIGIBILITY AND VOLUNTARY EXCLUSION

This provision is applicable to all Federal-aid construction contracts, design-build contracts, subcontracts, lower-tier subcontracts, purchase orders, lease agreements, consultant contracts or any other covered transaction requiring FHWA approval or that is estimated to cost $25,000 or more – as defined in 2 CFR Parts 180 and 1200.

1. Instructions for Certification – First Tier Participants:
   a. By signing and submitting this proposal, the prospective first tier participant is providing the certification set out below.
   b. The inability of a person to provide the certification set out below will not necessarily result in denial of participation in this covered transaction. The prospective first tier participant shall submit an explanation of why it cannot provide the certification set out below. The certification or explanation will be considered in connection with the department or agency’s determination whether to enter into this transaction. However, failure of the prospective first tier participant to furnish a certification or an explanation shall disqualify such a person from participation in this transaction.
   c. The certification in this clause is a material representation of fact upon which reliance was placed when the contracting agency determined to enter into this transaction. If it is later determined that the prospective participant knowingly rendered an erroneous certification, in addition to other remedies available to the Federal Government, the contracting agency may terminate this transaction for cause of default.
   d. The prospective first tier participant shall provide immediate written notice to the contracting agency to whom this proposal is submitted if any time the prospective first tier participant learns that its certification was erroneous when submitted or has become erroneous by reason of changed circumstances.
   e. The terms "covered transaction," "debarred," "suspended," "ineligible," "participant," "person," "principal," and "voluntarily excluded," as used in this clause, are defined in 2 CFR Parts 180 and 1200. “First Tier Covered Transactions” refers to any covered transaction between a grantee or subgrantee of Federal funds and a participant (such as the prime or general contract). “Lower Tier Covered Transactions” refers to any covered transaction under a First Tier Covered Transaction (such as subcontracts). “First Tier Participant” refers to the participant who has entered into a covered transaction with a grantee or subgrantee of Federal funds (such as the prime or general contractor). “Lower Tier Participant” refers any participant who has entered into a covered transaction with a First Tier Participant or other Lower Tier Participants (such as subcontractors and suppliers).
   f. The prospective first tier participant agrees by submitting this proposal that, should the proposed covered transaction be entered into, it shall not knowingly enter into any lower tier covered transaction with a person who is debarred, suspended, declared ineligible, or voluntarily excluded from participation in this covered transaction, unless authorized by the department or agency entering into this transaction.
   g. The prospective first tier participant further agrees by submitting this proposal that it will include the clause titled "Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion-Lower Tier Covered Transactions," provided by the department or contracting agency, entering into this covered transaction, without modification, in all lower transactions.
tier covered transactions and in all solicitations for lower tier covered transactions exceeding the $25,000 threshold.

h. A participant in a covered transaction may rely upon a certification of a prospective participant in a lower tier covered transaction that is not debarred, suspended, ineligible, or voluntarily excluded from the covered transaction, unless it knows that the certification is erroneous. A participant is responsible for ensuring that its principals are not suspended, debarred, or otherwise ineligible to participate in covered transactions. To verify the eligibility of its principals, as well as the eligibility of any lower tier prospective participants, each participant may, but is not required to, check the Excluded Parties List System website (https://www.epls.gov/), which is compiled by the General Services Administration.

i. Nothing contained in the foregoing shall be construed to require the establishment of a system of records in order to render in good faith the certification required by this clause. The knowledge and information of the prospective participant is not required to exceed that which is normally possessed by a prudent person in the ordinary course of business dealings.

j. Except for transactions authorized under paragraph (f) of these instructions, if a participant in a covered transaction knowingly enters into a lower tier covered transaction with a person who is suspended, debarred, ineligible, or voluntarily excluded from participation in this transaction, in addition to other remedies available to the Federal Government, the department or agency may terminate this transaction for cause or default.

* * * * *

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

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

b. Where the prospective participant is unable to certify to any of the statements in this certification, such prospective participant shall attach an explanation to this proposal.

2. Instructions for Certification - Lower Tier Participants:

(Applicable to all subcontracts, purchase orders and other lower tier transactions requiring prior FHWA approval or estimated to cost $25,000 or more - 2 CFR Parts 180 and 1200)

a. By signing and submitting this proposal, the prospective lower tier is providing the certification set out below.
b. The certification in this clause is a material representation of fact upon which reliance was placed when this transaction was entered into. If it is later determined that the prospective lower tier participant knowingly rendered an erroneous certification, in addition to other remedies available to the Federal Government, the department, or agency with which this transaction originated may pursue available remedies, including suspension and/or debarment.

c. The prospective lower tier participant shall provide immediate written notice to the person to which this proposal is submitted if at any time the prospective lower tier participant learns that its certification was erroneous by reason of changed circumstances.

d. The terms "covered transaction," "debarred," "suspended," "ineligible," "participant," "person," "principal," and "voluntarily excluded," as used in this clause, are defined in 2 CFR Parts 180 and 1200. You may contact the person to which this proposal is submitted for assistance in obtaining a copy of those regulations. “First Tier Covered Transactions” refers to any covered transaction between a grantee or subgrantee of Federal funds and a participant (such as the prime or general contract). “Lower Tier Covered Transactions” refers to any covered transaction under a First Tier Covered Transaction (such as subcontracts). “First Tier Participant” refers to the participant who has entered into a covered transaction with a grantee or subgrantee of Federal funds (such as the prime or general contractor). “Lower Tier Participant” refers any participant who has entered into a covered transaction with a First Tier Participant or other Lower Tier Participants (such as subcontractors and suppliers).

e. The prospective lower tier participant agrees by submitting this proposal that, should the proposed covered transaction be entered into, it shall not knowingly enter into any lower tier covered transaction with a person who is debarred, suspended, declared ineligible, or voluntarily excluded from participation in this covered transaction, unless authorized by the department or agency with which this transaction originated.

f. The prospective lower tier participant further agrees by submitting this proposal that it will include this clause titled "Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion-Lower Tier Covered Transaction," without modification, in all lower tier covered transactions and in all solicitations for lower tier covered transactions exceeding the $25,000 threshold.

g. A participant in a covered transaction may rely upon a certification of a prospective participant in a lower tier covered transaction that is not debarred, suspended, ineligible, or voluntarily excluded from the covered transaction, unless it knows that the certification is erroneous. A participant is responsible for ensuring that its principals are not suspended, debarred, or otherwise ineligible to participate in covered transactions. To verify the eligibility of its principals, as well as the eligibility of any lower tier prospective participants, each participant may, but is not required to, check the Excluded Parties List System website (https://www.epls.gov/), which is compiled by the General Services Administration.

h. Nothing contained in the foregoing shall be construed to require establishment of a system of records in order to render in good faith the certification required by this clause. The knowledge and information of participant is not required to exceed that which is normally possessed by a prudent person in the ordinary course of business dealings.

i. Except for transactions authorized under paragraph e of these instructions, if a participant in a covered transaction knowingly enters into a lower tier covered transaction with a person who is suspended, debarred, ineligible, or voluntarily excluded from participation in this transaction, in addition to other remedies available to the Federal Government, the
department or agency with which this transaction originated may pursue available remedies, including suspension and/or debarment.

* * * * *

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

* * * * *

XI. CERTIFICATION REGARDING USE OF CONTRACT FUNDS FOR LOBBYING

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

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

ON-THE-JOB TRAINING

(10-16-07) (Rev. 4-21-15)  Z-010

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

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

- Proposed training classifications are reasonable and realistic based on the job skill classification needs, and
- The number of training hours specified in the training classification is consistent with common practices and provides enough time for the trainee to obtain journeyman level status.

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

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

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

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

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

Trainee Interviews

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

Trainee Wages

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

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

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

Achieving or Failing to Meet Training Goals

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

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

Measurement and Payment

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

NAME CHANGE FOR NCDENR

(1-19-16) Z-011

Wherever in the 2012 Standard Specifications, Project Special Provisions, Standard Special Provisions, Permits or Plans that reference is made to “NCDENR” or “North Carolina Department of Environment and Natural Resources”, replace with “NCDEQ” or North Carolina Department of Environmental Quality” respectively, as the case may be.
STANDARD SPECIAL PROVISION
MINIMUM WAGES
GENERAL DECISION NC170103 01/06/2017 NC103

Date: January 6, 2017
General Decision Number: NC170103 01/06/2017 NC103
Superseded General Decision Numbers: NC20160103
State: North Carolina
Construction Type: HIGHWAY

COUNTIES:

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

Note: Under Executive Order (EO) 13658, an hourly minimum wage of $10.20 for calendar year 2017 that applies to all contracts subject to the Davis-Bacon Act for which the contract is awarded (and any solicitation was issued) on or after January 1, 2015. If this contract is covered by the EO, the contractor must pay all workers in any classification listed on this wage determination at least $10.20 per hour (or the applicable wage rate listed on this wage determination, if it is higher) for all hours spent performing on the contract for calendar year 2017. The EO minimum wage rate will be adjusted annually. Additional information on contractor requirements and worker protections under the EO is available at www.dol.gov/whd/govcontracts.

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SUNC2014-005 11/17/2014
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Welders – Receive rate prescribed for craft performing operation to which welding is incidental.

Note: Executive Order (EO) 13706, Establishing Paid Sick Leave for Federal Contractors applies to all contracts subject to the Davis-Bacon Act for which the contract is awarded (and any solicitation was issued) on or after January 1, 2017. If this contract is covered by the EO, the contractor must provide employees with 1 hour of paid sick leave for every 30 hours they work, up to 56 hours of paid sick leave each year. Employees must be permitted to use paid sick leave for their own illness, injury or other health-related needs, including preventive care; to assist a family member (or person who is like family to the employee) who is ill, injured, or has other
health-related needs, including preventive care; or for reasons resulting from, or to assist a family member (or person who is like family to the employee) who is a victim of, domestic violence, sexual assault, or stalking. Additional information on contractor requirements and worker protections under the EO is available at www.dol.gov/whd/govcontracts.

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

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

Union Rate Identifiers

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

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

Survey Rate Identifiers

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

Union Average Rate Identifiers

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

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

**WAGE DETERMINATION APPEALS PROCESS**

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

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

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

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

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

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

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

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

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

   Administrative Review Board  
   U.S. Department of Labor  
   200 Constitution Avenue, N.W.  
   Washington, D.C.  20210

4.) All decisions by the Administrative Review Board are final. END OF GENERAL DECISION
BID FORM (NEW HANOVER COUNTY)

PROJECT IDENTIFICATION: SR-5001BO/EB-5543 MIDDLE SOUND GREENWAY
FROM RED CEDAR ROAD TO OYSTER LANE AND KENMORE DRIVE
NEW HANOVER COUNTY, NORTH CAROLINA

THIS BID IS SUBMITTED TO: NEW HANOVER COUNTY
230 GOVERNMENT CENTER DRIVE, SUITE 165
WILMINGTON, NORTH CAROLINA 28403

1. The undersigned BIDDER proposes and agrees, if this Bid is accepted, to enter into an agreement with OWNER in the form included in the Contract Documents to perform and furnish all Work as specified or indicated in the Contract Documents for the Bid Price and within the Bid Times indicated in this Bid and in accordance with the other terms and conditions of the Contract Documents.

2. BIDDER accepts all of the terms and conditions of the Advertisement or Invitation to Bid and Instructions to Bidders, including without limitation those dealing with the disposition of Bid security. This Bid will remain subject to acceptance for ninety days after the day of Bid opening. BIDDER will sign and deliver the required number of counterparts of the Agreement with the Bonds and other documents required by the Bidding Requirements within ten days after the date of the OWNER’S Notice of Award.

3. In submitting this Bid, BIDDER represents, as more fully set forth in the Agreement, that:

   a. BIDDER has examined and carefully studied the Bidding Documents, and the following Addenda receipt of all, which is hereby acknowledged: (List Addenda by Addendum Number and Date)

      Addendum Number  Date
      __________________________  __________________________
      __________________________  __________________________
      __________________________  __________________________

   b. BIDDER has visited the site and become familiar with and is satisfied as to the general, local, and site conditions that may affect cost, progress, performance and furnishing of Work.

   c. BIDDER is familiar with and is satisfied as to all federal, state and local Laws and Regulations that may affect cost, progress, performance and furnishing of Work.

   d. BIDDER has carefully studied all reports of exploration and tests of subsurface conditions at or contiguous to the site and all drawings of physical conditions in or relating to existing surface or subsurface structures at or contiguous to the site (Except Underground Facilities) which may be available as stated in Article 102-7 of the NCDOT Standard Specifications for Roads and

F-1
Structures (2012 edition). BIDDER acknowledges that such reports and drawings are not Contract Documents and may not be complete for BIDDER’S purposes. BIDDER acknowledges that OWNER and Engineer do not assume responsibility for the accuracy or completeness of information and data shown or indicated in the Bidding Documents with respect to Underground Facilities at or contiguous to the site. BIDDER has obtained and carefully studied (or assumes responsibility for not having done so) all such additional or supplementary examinations, investigations, explorations, tests studies and data concerning conditions (surface, subsurface and Underground Facilities) at or contiguous to the site or otherwise which may affect cost progress, performance or furnishing of the Work or which relate to any aspect of the means, methods, techniques, sequences and procedures of construction to be employed by BIDDER and safety precautions and programs incident thereto. BIDDER does not consider that any additional examinations, investigations, explorations, tests, studies or data are necessary for the determination of this Bid for performance and furnishing of the Work in accordance with the times, price, and other terms and conditions of the Contract Documents.

e. BIDDER is aware of the general nature of Work to be performance by Owner and others at the site that relates to Work for which this Bid is submitted as indicated in the Contract Documents.

f. BIDDER has correlated the information know to BIDDER, information and observations obtained from visits to the site, reports and drawings identified in the Contract Documents and all additional examination, investigation, explorations, tests, studies and data with the Contract Documents.

g. BIDDER has given ENGINEER written notice of all conflicts, errors, ambiguities or discrepancies that BIDDER has discovered in the Contract Documents and the written resolution thereof by ENGINEER is acceptable to BIDDER, and the Contract Documents are generally sufficient to indicate and convey understanding of all terms and conditions for performing and furnishing the Work for which this Bid is submitted.

h. This Bid is genuine and not made in the interest of or on behalf of any undisclosed person, firm or corporation and is not submitted in conformity with any agreement or rules of any group, association, organization or corporation; BIDDER has not directly or indirectly induced or solicited any other BIDDER to submit a false or sham Bid; BIDDER has not sought by collusion to obtain for itself any advantages over any other BIDDER or over OWNER.

4. BIDDER will complete the Work in accordance with the Contract Documents for the following unit price(s):

All specified cash allowances are included in the price(s) set forth.

5. BIDDER acknowledges that quantities for unit prices work are not guaranteed and final payment will be based on actual quantities determined as provided in the Contract Documents. BIDDER agrees that the Work will be completed and ready for final payment in accordance
with the Contract Documents on or before the dates or number of calendar days indicated in the Agreement.

6. BIDDER accepts the provisions of the Agreement as to liquidated damages in the event of failure to complete the Work within the times specified in the Agreement.

7. The following documents are attached to and make a condition of this Bid:

   Required Bid Security in the form of Bid Bond or Certified Check

8. Terms used in this Bid which are defined in the General Conditions or Instructions will have the meanings indicated in the General Conditions or Instructions.

SUBMITTED on the ____ day of ________________, 201__.

By __________________________ being a __________________________________

Contractor’s firm name Sole Proprietorship, Corporation, Limited Liability Company, Partnership, Joint Venture

State Contractor License No. _____________________

BY:  ______________________________________

TITLE:  ______________________________________
(Owner, Partner, or Corporate President or Vice-President only)

ADDRESS:  ______________________________________

ATTEST:  ______________________________________

TITLE:  ______________________________________ (SEAL)
(Corporate Secretary or Assistant Secretary Only)
**BASE BID – SR-5001BO**

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**SUBTOTAL EB-5543 BASE BID:** $ ________________________________

**TOTAL BID (SR-5001BO AND EB-5543):** $ ________________________________

BID SUBMITTED BY:_______________________ _______________

Contractor/Date
**LISTING OF DBE SUBCONTRACTORS**

<table>
<thead>
<tr>
<th>Firm Name and Address</th>
<th>Item No.</th>
<th>Item Description</th>
<th>* Agreed upon Unit Price</th>
<th>** Dollar Volume of Item</th>
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* The Dollar Volume shown in this column shall be the Actual Price Agreed Upon by the Prime Contractor and the DBE subcontractor, and these prices will be used to determine the percentage of the DBE participation in the contract.

** Dollar Volume of DBE Subcontractor Percentage of Total Contract Bid Price:
* If firm is a Material Supplier Only, show Dollar Volume as 60% of Agreed Upon Amount from Letter of Intent.
  If firm is a Manufacturer, show Dollar Volume as 100% of Agreed Upon Amount from Letter of Intent.

F-0
<table>
<thead>
<tr>
<th>Firm Name and Address</th>
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<th>Item Description</th>
<th>* Agreed upon Unit Price</th>
<th>** Dollar Volume of Item</th>
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* The Dollar Volume shown in this column shall be the Actual Price Agreed Upon by the Prime Contractor and the DBE subcontractor, and these prices will be used to determine the percentage of the DBE participation in the contract.

** Dollar Volume of DBE Subcontractor

$________

Percentage of Total Contract Bid Price

__________%  

** Dollar Volume of DBE Subcontractor Percentage of Total Contract Bid Price:

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

If firm is a Manufacturer, show Dollar Volume as 100% of Agreed Upon Amount from Letter of Intent.
EXECUTION OF BID
NON-COLLUSION AFFIDAVIT, DEBARMENT CERTIFICATION AND GIFT BAN CERTIFICATION

CORPORATION

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

In addition, execution of this bid in the proper manner also constitutes the Bidder's certification of status under penalty of perjury under the laws of the United States in accordance with the Debarment Certification attached, provided that the Debarment Certification also includes any required statements concerning exceptions that are applicable.

N.C.G.S. § 133-32 and Executive Order 24 prohibit the offer to, or acceptance by, any State Employee of any gift from anyone with a contract with the State, or from any person seeking to do business with the State. By execution of any response in this procurement, you attest, for your entire organization and its employees or agents, that you are not aware that any such gift has been offered, accepted, or promised by any employees of your organization.

SIGNATURE OF CONTRACTOR

Full name of Corporation

Address as Prequalified

Attest ________________________________________________________________________ By ________________________________________________________________________

Secretary/Assistant Secretary

Select appropriate title

President/Vice President/Assistant Vice President

Select appropriate title

Print or type Signer's name

Print or type Signer's name

CORPORATE SEAL

AFFIDAVIT MUST BE NOTARIZED

Subscribed and sworn to before me this the

_____ day of _____________________ 20__.

Signature of Notary Public

of ____________________________County

State of ______________________________

My Commission Expires_______________

F-2
EXECUTION OF BID
NON-COLLUSION AFFIDAVIT, DEBARMENT CERTIFICATION AND GIFT BAN CERTIFICATION

PARTNERSHIP

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

In addition, execution of this bid in the proper manner also constitutes the Bidder's certification of status under penalty of perjury under the laws of the United States in accordance with the Debarment Certification attached, provided that the Debarment Certification also includes any required statements concerning exceptions that are applicable.

N.C.G.S. § 133-32 and Executive Order 24 prohibit the offer to, or acceptance by, any State Employee of any gift from anyone with a contract with the State, or from any person seeking to do business with the State. By execution of any response in this procurement, you attest, for your entire organization and its employees or agents, that you are not aware that any such gift has been offered, accepted, or promised by any employees of your organization.

SIGNATURE OF CONTRACTOR

Full Name of Partnership

Address as Prequalified

By

Signature of Witness

Signature of Partner

Print or type Signer's name

Print or type Signer's name

AFFIDAVIT MUST BE NOTARIZED

Subscribed and sworn to before me this the

_____ day of ___________________ 20__.

________________________

Signature of Notary Public

of ____________________________County

State of ______________________________

My Commission Expires________________

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

LIMITED LIABILITY COMPANY

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

In addition, execution of this bid in the proper manner also constitutes the Bidder's certification of status under penalty of perjury under the laws of the United States in accordance with the Debarment Certification attached, provided that the Debarment Certification also includes any required statements concerning exceptions that are applicable.

N.C.G.S. § 133-32 and Executive Order 24 prohibit the offer to, or acceptance by, any State Employee of any gift from anyone with a contract with the State, or from any person seeking to do business with the State. By execution of any response in this procurement, you attest, for your entire organization and its employees or agents, that you are not aware that any such gift has been offered, accepted, or promised by any employees of your organization.

SIGNATURE OF CONTRACTOR

Full Name of Firm

Address as Prequalified

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

Print or type Signer's name  Print or type Signer's Name

AFFIDAVIT MUST BE NOTARIZED

Subscribed and sworn to before me this the ______ day of _________________ 20__.  

Signature of Notary Public

of ____________________________County

State of ____________________________

My Commission Expires ____________________________
EXECUTION OF BID
NON-COLLUSION AFFIDAVIT, DEBARMENT CERTIFICATION AND GIFT BAN
CERTIFICATION

JOINT VENTURE (2) or (3)

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

In addition, execution of this bid in the proper manner also constitutes the Bidder's certification of status under penalty of perjury under the laws of the United States in accordance with the Debarment Certification attached, provided that the Debarment Certification also includes any required statements concerning exceptions that are applicable.

N.C.G.S. § 133-32 and Executive Order 24 prohibit the offer to, or acceptance by, any State Employee of any gift from anyone with a contract with the State, or from anyone seeking to do business with the State. By execution of any response in this procurement, you attest, for your entire organization and its employees or agents, that you are not aware that any such gift has been offered, accepted, or promised by any employees of your organization.

SIGNATURE OF CONTRACTOR

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

(1) Name of Joint Venture

(2) Name of Contractor

Address as Prequalified

Signature of Witness or Attest By Signature of Contractor

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

If Corporation, affix Corporate Seal and

(3) Name of Contractor

Address as Prequalified

Signature of Witness or Attest By Signature of Contractor

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

If Corporation, affix Corporate Seal and

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

Address as Prequalified

Signature of Witness or Attest By Signature of Contractor

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

If Corporation, affix Corporate Seal

NOTARY SEAL

Affidavit must be notarized for Line (2)

Subscribed and sworn to before me this day of____________________ 20___

Signature of Notary Public of ____________________________County

State of ____________________________ State of ____________________________

My Commission Expires:________________

Affidavit must be notarized for Line (3)

Subscribed and sworn to before me this day of____________________ 20___

Signature of Notary Public of ____________________________County

State of ____________________________ State of ____________________________

My Commission Expires:________________

Affidavit must be notarized for Line (4)

Subscribed and sworn to before me this day of____________________ 20___

Signature of Notary Public of ____________________________County

State of ____________________________ State of ____________________________

My Commission Expires:________________
EXECUTION OF BID
NON-COLLUSION AFFIDAVIT, DEBARMENT CERTIFICATION AND GIFT BAN CERTIFICATION

INDIVIDUAL DOING BUSINESS UNDER A FIRM NAME

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

In addition, execution of this bid in the proper manner also constitutes the Bidder’s certification of status under penalty of perjury under the laws of the United States in accordance with the Debarment Certification attached, provided that the Debarment Certification also includes any required statements concerning exceptions that are applicable.

N.C.G.S. § 133-32 and Executive Order 24 prohibit the offer to, or acceptance by, any State Employee of any gift from anyone with a contract with the State, or from any person seeking to do business with the State. By execution of any response in this procurement, you attest, for your entire organization and its employees or agents, that you are not aware that any such gift has been offered, accepted, or promised by any employees of your organization.

SIGNATURE OF CONTRACTOR

Name of Contractor

Individual name

Trading and doing business as

Full name of Firm

Address as Prequalified

Signature of Witness

Signature of Contractor, Individually

Print or type Signer’s name

Print or type Signer’s name

AFFIDAVIT MUST BE NOTARIZED

Subscribed and sworn to before me this the

_____ day of _____________________ 20__.  

Signature of Notary Public

of ____________________________ County

State of ______________________________

My Commission Expires:______________

NOTARY SEAL

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

INDIVIDUAL DOING BUSINESS IN HIS OWN NAME

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

In addition, execution of this bid in the proper manner also constitutes the Bidder's certification of status under penalty of perjury under the laws of the United States in accordance with the Debarment Certification attached, provided that the Debarment Certification also includes any required statements concerning exceptions that are applicable.

N.C.G.S. § 133-32 and Executive Order 24 prohibit the offer to, or acceptance by, any State Employee of any gift from anyone with a contract with the State, or from any person seeking to do business with the State. By execution of any response in this procurement, you attest, for your entire organization and its employees or agents, that you are not aware that any such gift has been offered, accepted, or promised by any employees of your organization.

SIGNATURE OF CONTRACTOR

Name of Contractor ____________________________
Print or type Individual name ____________________________

Address as Prequalified ____________________________

Signature of Contractor, Individually ____________________________
Print or type Signer's Name ____________________________

Signature of Witness ____________________________
Print or type Signer’s name ____________________________

AFFIDAVIT MUST BE NOTARIZED

Subscribed and sworn to before me this the ______ day of ______________________ 20__. ____________________________

Signature of Notary Public ____________________________

of ____________________________ County

State of ____________________________

My Commission Expires: ____________________________
DEBARMENT CERTIFICATION

Conditions for certification:

1. The prequalified bidder shall provide immediate written notice to the Municipality if at any time the bidder learns that his certification was erroneous when he submitted his debarment certification or explanation filed with the Municipality, 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, proposed 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 Municipality project representative.

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 Municipal contracts, unless authorized by the Municipality.

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 PR273) provided by the Municipality, 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 Municipality may terminate any contract if the bidder knowingly enters into a lower tier covered transaction with a person who is suspended, debarred, ineligible, or voluntarily excluded from participation in this transaction, in addition to other remedies available by the Federal Government.
DEBARMENT CERTIFICATION

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

a. Are not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from covered transactions by any Federal department or agency;

b. Have not within a three-year period preceding this proposal been convicted of or had a civil judgment rendered against them for commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (Federal, State or local) transaction or contract under a public transaction; violation of Federal or State antitrust statutes or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records; making false statements; or receiving stolen property;

c. Are not presently indicted for or otherwise criminally or civilly charged by a governmental entity (Federal, State or local) with commission of any of the offenses enumerated in paragraph b. of this certification; and

d. Have not within a three-year period preceding this proposal had one or more public transactions (Federal, State or local) terminated for cause or default.

e. Will submit a revised Debarment Certification immediately if his status changes and will show in his bid proposal an explanation for the change in status.

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

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

☐ Check here if an explanation is attached to this certification.
STATE OF NORTH CAROLINA  
NEW HANOVER COUNTY  
WILMINGTON, NC  

BID BOND

Principal: ________________________________  Name of Principal Contractor

Surety: ________________________________  Name of Surety

Contract Number: ________________________________  County: ________________________________

Date of Bid: ________________________________

KNOW ALL MEN BY THESE PRESENTS, That we, the PRINCIPAL CONTRACTOR (hereafter, PRINCIPAL) and SURETY above named, are held and firmly bound unto the NEW HANOVER COUNTY in the full and just sum of five (5) percent of the total amount bid by the Principal for the project 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.

NOW, THEREFORE, the condition of this obligation is: the Principal shall not withdraw its bid within sixty (60) days after the opening of the bids, or within such other time period as may be provided in the proposal, and if the NEW HANOVER COUNTY shall award a contract to the Principal, the Principal shall, within fourteen (14) calendar days after written notice of award is received by him, provide bonds with good and sufficient surety, as required for the faithful performance of the contract and for the protection of all persons supplying labor, material, and equipment for the prosecution of the work. In the event the Principal requests permission to withdraw his bid due to mistake in accordance with the provisions of Article 103-3 of the Standard Specifications for Roads and Structures, the conditions and obligations of this Bid Bond shall remain in full force and effect until the NEW HANOVER COUNTY makes a final determination to either allow the bid to be withdrawn or to proceed with award of the contract. In the event a determination is made to award the contract, the Principal shall have fourteen (14) calendar days to comply with the requirements set forth above. In the event the Principal withdraws its bid after bids are opened except as provided in Article 103-3, or after award of the contract has been made fails to execute such additional documents as may be required and to provide the required bonds within the time period specified above, then the amount of the bid bond shall be immediately paid to the NEW HANOVER COUNTY as liquidated damages.

IN TESTIMONY WHEREOF, the Principal and Surety have caused these presents to be duly signed and sealed.

This the _____ day of ________________, 20_____  

______________________________  Surety

By ________________________________  General Agent or Attorney-in-Fact Signature

Seal of Surety  

______________________________  Print or type Signer's Name
BID BOND

CORPORATION

SIGNATURE OF CONTRACTOR (Principal)

____________________________________
Full name of Corporation

____________________________________
Address as prequalified

By

____________________________________
Signature of President, Vice President, Assistant Vice President

Select appropriate title

____________________________________
Print or type Signer's name

Affix Corporate Seal

Attest

____________________________________
Signature of Secretary, Assistant Secretary

Select appropriate title

____________________________________
Print or type Signer's name
BID BOND

LIMITED LIABILITY COMPANY

SIGNATURE OF CONTRACTOR (Principal)

Name of Contractor

________________________________________________________

Full name of Firm

________________________________________________________

Address as prequalified

Signature of Member/
Manager/Authorized Agent

________________________________________________________

Individually

________________________________________________________

Print or type Signer’s name
BID BOND

INDIVIDUAL DOING BUSINESS UNDER A FIRM NAME

SIGNATURE OF CONTRACTOR (Principal)

Name of Contractor

__________________________________________

Individual Name

Trading and doing business as

__________________________________________

Full name of Firm

__________________________________________

Address as prequalified

Signature of Contractor

__________________________________________

Individually

__________________________________________

Print or type Signer’s name

__________________________________________

Signature of Witness

__________________________________________

Print or type Signer’s name
BID BOND

INDIVIDUAL DOING BUSINESS IN HIS OWN NAME

SIGNATURE OF CONTRACTOR (Principal)

Name of Contractor

Print or type Individual Name

Address as prequalified

Signature of Contractor

Individually

Print or type Signer’s name

Signature of Witness

Print or type Signer’s name
BID BOND

PARTNERSHIP

SIGNATURE OF CONTRACTOR (Principal)

________________________________________
Full name of Partnership

________________________________________
Address as prequalified

By ______________________________________
Signature of Partner

________________________________________
Print or type Signer's name

________________________________________
Signature of Witness

________________________________________
Print or type Signer’s name
BID BOND
JOINT VENTURE (2 or 3)
SIGNATURE OF CONTRACTORS (Principal)

Instructions to Bidders: **2 Joint Ventures**. Fill in lines (1), (2) and (3) and execute. **3 Joint Venturers** Fill in lines (1), (2), (3), (4) and execute. Line (1), print or type the name of Joint Venture. On line (2), print or type the name of one of the joint venturers and execute below in the appropriate manner required by Article 102-8 of the Specifications. On Line (3), print or type the name of second joint venturer and execute below in the appropriate manner required by said article of the Specifications. On Line (4), print or type the name of the third joint venturer, if applicable and execute below in the appropriate manner required by said article of the Specifications. This form of execution must be strictly followed.

(1) Name of Joint Venture

(2) Name of Contractor
Address as prequalified

Signature of Witness or Attest By Signature of Contractor
Print or type Signer's name Print or type Signer's name

*If Corporation, affix Corporate Seal*

and

(3) Name of Contractor
Address as prequalified

Signature of Witness or Attest By Signature of Contractor
Print or type Signer's name Print or type Signer's name

*If Corporation, affix Corporate Seal*

and

(4) Name of Contractor (for 3 Joint Venture only)
Address as prequalified

Signature of Witness or Attest By Signature of Contractor
Print or type Signer's name Print or type Signer's name

*If Corporation, affix Corporate Seal*
NEW HANOVER COUNTY

CONTRACT PAYMENT BOND

Date of Payment Bond Execution

Name of Principal Contractor

Name of Surety:

Name of Contracting Body:

Amount of Bond:

Contract ID No.:

County Name:

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 PAYMENT BOND

Affix Seal of Surety Company

Print or type Surety Company Name

By

Print, stamp or type name of Attorney-in-Fact

Signature of Attorney-in-Fact

Signature of Witness

Print or type Signer’s name

Address of Attorney-in-Fact
CONTRACT PAYMENT BOND

CORPORATION

SIGNATURE OF CONTRACTOR (Principal)

______________________________________________________
Full name of Corporation

______________________________________________________
Address as prequalified

By

Signature of President, Vice President, Assistant Vice President
Select appropriate title

______________________________________________________
Print or type Signer's name

Affix Corporate Seal

Attest

______________________________________________________
Signature of Secretary, Assistant Secretary
Select appropriate title

______________________________________________________
Print or type Signer's name
CONTRACT PAYMENT BOND

LIMITED LIABILITY COMPANY

SIGNATURE OF CONTRACTOR (Principal)

Name of Contractor

________________________________________

Full name of Firm

________________________________________

Address as prequalified

By: ______________________________

Signature of Member, Manager, Authorized Agent

Select appropriate title

________________________________________

Print or type Signer’s name
CONTRACT PAYMENT BOND

INDIVIDUAL DOING BUSINESS UNDER A FIRM NAME

SIGNATURE OF CONTRACTOR (Principal)

Name of Contractor

Individual Name

Trading and doing business as

Full name of Firm

Address as prequalified

Signature of Contractor

Individually

Print or type Signer’s name

Signature of Witness

Print or type Signer’s name

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CONTRACT PAYMENT BOND

INDIVIDUAL DOING BUSINESS IN HIS OWN NAME

SIGNATURE OF CONTRACTOR (Principal)

Name of Contractor

__________________________

Print or type Individual name

__________________________

Address as prequalified

Signature of Contractor

__________________________

Individually

__________________________

Print or type Signer’s name

__________________________

Signature of Witness

__________________________

Print or type Signer’s name

F-22
CONTRACT PAYMENT BOND

PARTNERSHIP

SIGNATURE OF CONTRACTOR (Principal)

________________________________________
Full name of Partnership

________________________________________
Address as prequalified

By ______________________________________
Signature of Partner

________________________________________
Print or type Signer's name

________________________________________
Signature of Witness

________________________________________
Print or type Signer's name
CONTRACT PAYMENT BOND
JOINT VENTURE (2) or (3)
SIGNATURE OF CONTRACTORS (Principal)

Instructions to Bidders: 2 Joint Ventures, Fill in lines (1), (2) and (3) and execute. 3 Joint Venturers Fill in lines (1), (2), (3), (4) and execute. On Line (1), print or type the name of Joint Venture. On line (2), print or type the name of one of the joint venturers and execute below in the appropriate manner required by Article 102-8 of the NCDOT Standard Specifications. On Line (3), print or type the name of second joint venturer and execute below in the appropriate manner required by said article of the Specifications. On Line (4), print or type the name of the third joint venturer, if applicable and execute below in the appropriate manner required by said article of the Specifications. This form of execution must be strictly followed.

(1) Name of Joint Venture

(2) Name of Contractor
Address as prequalified

Signature of Witness or Attest
By
Print or type Signer's name

Signature of Contractor
Print or type Signer's name

If Corporation, affix Corporate Seal

and

(3) Name of Contractor
Address as prequalified

Signature of Witness or Attest
By
Print or type Signer's name

Signature of Contractor
Print or type Signer's name

If Corporation, affix Corporate Seal

and

(4) Name of Contractor (for 3 Joint Venture only)
Address as prequalified

Signature of Witness or Attest
By
Print or type Signer's name

Signature of Contractor
Print or type Signer's name

If Corporation, affix Corporate Seal

F-24
CONTRACT PAYMENT BOND

Attach certified copy of Power of Attorney to this sheet
NEW HANOVER COUNTY

CONTRACT PERFORMANCE BOND

Date of Performance Bond Execution: ________________________________

Name of Principal Contractor: ______________________________________

Name of Surety: _________________________________________________

Name of Contracting Body: _________________________________________

Amount of Bond: ________________________________________________

Contract ID No.: _________________________________________________

County Name: ___________________________________________________

KNOW ALL MEN BY THESE PRESENSES, 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 PERFORMANCE BOND

Affix Seal of Surety Company

Print or type Surety Company Name

By

Print, stamp or type name of Attorney-in-Fact

Signature of Attorney-in-Fact

Signature of Witness

Print or type Signer’s name

Address of Attorney-in-Fact
CONTRACT PERFORMANCE BOND

CORPORATION

SIGNATURE OF CONTRACTOR (Principal)

Full name of Corporation

Address as prequalified

By  
Signature of President, Vice President, Assistant Vice President  
Select appropriate title

Print or type Signer's name

Affix Corporate Seal

Attest  
Signature of Secretary, Assistant Secretary  
Select appropriate title

Print or type Signer's name
CONTRACT PERFORMANCE BOND

LIMITED LIABILITY COMPANY

SIGNATURE OF CONTRACTOR (Principal)

Name of Contractor

Full name of Firm

Address as prequalified

By:

Signature of Member, Manager, Authorized Agent

Select appropriate title

Print or type Signer’s name
CONTRACT PERFORMANCE BOND

INDIVIDUAL DOING BUSINESS UNDER A FIRM NAME

SIGNATURE OF CONTRACTOR (Principal)

Name of Contractor

Individual Name

Trading and doing business as

Full name of Firm

Address as prequalified

Signature of Contractor

Individually

Print or type Signer’s name

Signature of Witness

Print or type Signer’s name

F-30
CONTRACT PERFORMANCE BOND

INDIVIDUAL DOING BUSINESS IN HIS OWN NAME

SIGNATURE OF CONTRACTOR (Principal)

Name of Contractor

Print or type Individual name

Address as prequalified

Signature of Contractor

Individually

Print or type Signer’s name

Signature of Witness

Print or type Signer’s name
CONTRACT PERFORMANCE BOND

PARTNERSHIP

SIGNATURE OF CONTRACTOR (Principal)

______________________________
Full name of Partnership

______________________________
Address as prequalified

By ___________________________
Signature of Partner

______________________________
Print or type Signer's name

______________________________
Signature of Witness

______________________________
Print or type Signer’s name

F-32
CONTRACT PERFORMANCE BOND
JOINT VENTURE (2) OR (3)
SIGNATURE OF CONTRACTORS (Principal)

Instructions to Bidders: 2 Joint Ventures, Fill in lines (1), (2) and (3) and execute. 3 Joint Ventures Fill in lines (1), (2), (3), (4) and execute. On Line (1), print or type the name of Joint Venture. On line (2), print or type the name of one of the joint venturers and execute below in the appropriate manner required by Article 102-8 of the NCDOT Standard Specifications. On Line (3), print or type the name of second joint venturer and execute below in the appropriate manner required by said article of the Specifications. On Line (4), print or type the name of the third joint venturer, if applicable and execute below in the appropriate manner required by said article of the Specifications. This form of execution must be strictly followed.

(1) Name of Joint Venture

(2) Name of Contractor

Address as prequalified

Signature of Witness or Attest By Signature of Contractor

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

If Corporation, affix Corporate Seal

and

(3) Name of Contractor

Address as prequalified

Signature of Witness or Attest By Signature of Contractor

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

If Corporation, affix Corporate Seal

and

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

Address as prequalified

Signature of Witness or Attest By Signature of Contractor

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

If Corporation, affix Corporate Seal
CONTRACT PERFORMANCE BOND

Attach certified copy of Power of Attorney to this sheet
NEW HANOVER COUNTY

THIS CONTRACT made and entered into this _____ day of ________________________, 2017 by and between NEW HANOVER COUNTY a political subdivision of the State of North Carolina, hereinafter referred to as "County"; and ____________________________, hereinafter referred to as "Contractor."

W I T N E S S E T H:

That Contractor, for the consideration hereinafter fully set out, hereby agrees with County as follows:

DEFINITIONS

Addenda. Written or graphic instruments issued prior to the opening of bids that clarify, correct, or change the Bidding Requirements or the Contract Documents.

Agreement. The written instrument evidencing the covenant between County and the Contractor performing the Work.

Application for Payment. The form acceptable to County which is to be used by Contractor during the course of the Work in requesting progress or final payments and which is to be accompanied by such supporting documentation as is required by the Contract Documents.

Bidding Documents. The bidding requirements and the proposed Contract Documents (including all addenda issued prior to receipt of bids).

Bidding Requirements. The advertisement or invitation to bid, instructions to bidders, bid security form, if any, and the bid form with any supplements.

Bonds. Bid performance and payment bonds and other instruments of security.

Change Order. A document requested by Contractor and approved by County authorizing an addition, deletion, or revision in the Work or an adjustment in the contract price or the contract time, issued on or after the effective date of the Contract.

Claim. A demand or assertion by County or Contractor seeking an adjustment of Contract Price or Contract Time, or both, or other relief with respect to the terms of the contract. A demand for money or services by a third party is not a claim.

Contract. The entire and integrated written contract between County and Contractor concerning the Work. The contract supersedes prior negotiations, representations, or agreements, whether written or oral.
**Contract Documents.** The Contract Documents establish the rights and obligations of the parties and include the Contract, addenda (pertaining to the Contract Documents), contractor’s bid (including documentation accompanying the bid and any post-bid documentation submitted prior to the notice of award) when attached as an exhibit to the Contract, the Notice to Proceed, the bonds, these general terms and conditions, the supplementary terms and conditions (if any), the specifications and the drawings as the same are more specifically identified in the Contract, together with all written amendments, change orders, and field orders written issued on or after the effective date of the Contract. Shop Drawings, Product Data, Samples, and other submittals from Contractor do not constitute Contract Documents. Their purpose is merely to demonstrate the manner in which Contractor intends to implement any work in conformance with information received from the Contract Documents.

**Contract Price.** The moneys payable by County to Contractor for completion of the Work in accordance with the Contract Documents as stated in the Contract (subject to the provisions relating to unit price work, if applicable).

**Contract Time.** The number of calendar days or the dates stated in the Contract to: (i) achieve Substantial Completion; and (ii) complete the work so that it is ready for final payment pursuant to written recommendation of final payment.

**Contractor.** The individual or business entity with whom County has entered into a Contract.

**County.** This term shall be construed to mean, when referencing an individual, the New Hanover County Project Manager, or his designee, the New Hanover County Property Management Director, or the New Hanover County Engineer.

**Drawings.** That part of the Contract Documents prepared or approved by County that graphically shows the scope, extent, and character of the Work to be performed by Contractor. Shop drawings and other Contractor submittals are not drawings as defined herein.

**Field Order.** A written order issued by County that requires minor changes in the Work by which does not involve a change in the Contract Price or the Contract Time.

**Final Completion.** The date when all the Work outstanding at Substantial Completion (punch list or defects list) has been completed.

**Liens.** Charges, security interests, or encumbrances upon project funds, real property, or personal property.

**Notice to Proceed.** A written notice given by County to Contractor fixing the date on which the Contract Time (including milestones, if applicable) will commence to run and on which Contractor shall start to perform the Work under the Contract Documents.

**Project.** The total construction of and the Work to be performed under the Contract Documents.

**Samples.** Physical examples of materials, equipment, or workmanship that are representative of some portion of the Work and which establish the standards by which such portion of the Work will be judged.
Schedule of Values. A listing of elements, systems, items, or other subdivisions of the Work, establishing a value for each, the total of which equals the contract sum. The schedule of values is used for establishing the cash flow of a project.

Shop Drawings. All drawings, diagrams, illustrations, schedules, or other data or information that are specifically prepared or assembled by Contractor to illustrate some portion of the Work.

Site. Lands or areas indicated in the Contract Documents as being furnished by County upon which the Work is to be performed, including rights-of-way and easements for access thereto, and such other lands furnished by County which are designated for the use of Contractor.

Specifications. That part of the Contract Documents consisting of written technical descriptions of materials, equipment, systems, standards, and workmanship as applied to the Work and certain administrative details applicable thereto.

Stoppage. Any willful suspension of the Work on the Project by Contractor for an uninterrupted period of seven (7) business days for any reason not requested by County and not caused by conditions created by natural phenomena or acts of God.

Subcontractor. An individual or entity having a direct contract with Contractor or with any other subcontractor for the performance of a part of the Work at the site.

Substantial Completion. The time at which the Work (or a specified part thereof) has progressed to the point where, in the opinion of County, the Work (or a specified part thereof) is sufficiently complete, in accordance with the Contract Documents, so that the Work (or a specified part thereof) can be utilized for the purposes for which it is intended and the building(s) have functional electric, plumbing, HVAC, are fully compliant with applicable building codes, are clean, able to accommodate furnishings, and open for business such that County received beneficial occupancy. The terms “substantially complete” and “substantially completed” as applied to all or part of the Work refer to substantial completion thereof.

Unit Price Work. Work to be paid for based on unit prices.

The Work. The entire completed construction or the various separately identifiable parts thereof required to be provided by the Contract Documents. Work includes and is the result of performing or providing all labor, services, and documentation necessary to produce such construction, and furnishing, installing, and incorporating all materials and equipment into such construction, all as required by the Contract Documents.
ARTICLE I
GENERAL PROVISIONS

1.1 Performance. Contractor shall furnish all labor, materials and equipment and shall perform all Work as defined herein in the manner and form as provided by the specifications and Contract Documents, which are made a part hereof as if fully contained herein:

The project consists of construction of on-road bicycle lanes on Red Cedar Road, and an off-road multi-use path along Middle Sound Loop Road connecting to a sidewalk at Ogden Elementary School, a multi-use path or sidewalk from existing sidewalk at Ogden Elementary School to both SR 1823 (Kenmore Drive) and SR 1986 (Oyster Drive), an on-road path along Oyster Lane and Bright Leaf Road, and a pedestrian bridge connecting Thais Trail to the Bayshore Estates Subdivision.

1.2 No Privity with Others. Nothing contained in this Contract shall create, or be interpreted to create privity, or any other contractual agreement between County and any person or entity other than Contractor.

1.3 Successors and Assigns. County and Contractor bind themselves, their successors, assigns, and legal representatives to the other party hereto and to successors, assigns and legal representatives of such other party with respect to covenants, agreements, and obligations contained in this Contract. Contractor shall not assign this Contract without written consent of County and any surety to this Contract.

1.4 Continuing Duty. Contractor shall have a continuing duty to read, carefully examine, and compare each of the Contract Documents, the Shop Drawings and the Project Data and shall provide written notice to County of any inconsistency, ambiguity, error, or omission which Contractor may discover with respect to these documents before proceeding with the Work. The issuance or the express or implied approval by County of the Contract Documents, Shop Drawings, Project Data, or Samples shall not relieve Contractor of its continuing duties imposed hereby, nor shall any approval be evidence of Contractor's compliance with this contract. COUNTY MAKES NO REPRESENTATION OR WARRANTY OF ANY NATURE WHATSOEVER TO CONTRACTOR CONCERNING THE ACCURACY OR SUFFICIENCY OF SUCH DOCUMENTS. By the execution of the Contract, Contractor acknowledges and represents that it has received, reviewed, and carefully examined such documents, has found them to be complete, accurate, adequate, consistent, coordinated and sufficient to perform the Work, and that Contractor has not, does not, and will not rely upon any representation or warranties by County concerning such documents as no such representation or warranties have been or are hereby made.

1.5 Neither the organization of any of the Contract Documents into divisions, sections, paragraphs, articles, (or other categories), nor the organization or arrangement of the design, shall control Contractor in determining the scope of the Work to be performed.

1.6 Ownership of Contract Documents. The Contract Documents shall remain the property of County. Contractor shall have the right to keep one record set of the Contract Documents upon completion of the Project; provided, however, that in no event shall Contractor
use, or permit to be used, any Contract Documents on other projects without County's prior written authorization.

1.7 **The Work.** Contractor shall perform all of the work required, implied, or reasonably inferable from this Contract.

1.8 **Independent Contractor.** It is mutually understood and agreed that Contractor is an independent contractor and not an agent of County, and as such, Contractor, its agents and employees shall not be entitled to any County employment benefits, such as, but not limited to, vacation, sick leave, insurance, worker’s compensation, pension, or retirement benefits.

**ARTICLE II**

**TIME AND LIQUIDATED DAMAGES**

2.1 **Contract Time.** Contractor shall commence the Work upon receipt of a Notice to Proceed and shall achieve Substantial Completion of the Work no later than one hundred sixty-five (165) calendar days thereafter.

2.2 **Substantial Completion Liquidated Damages.** Contractor shall pay County the sum of five-hundred ($500) Dollars per day for each and every calendar day of unexcused delay in achieving Substantial Completion. Any sums due and payable hereunder by Contractor shall be payable, not as a penalty, but as liquidated damages representing an estimate of delay damages likely to be sustained by County, estimated at or before the date of executing this Contract. Liquidated damages are used in this Agreement because time is of the essence. Any ensuing loss suffered by County for delay is not readily ascertainable as of the date of contract execution. Contractor agrees and recognizes that any delay to Substantial Completion shall constitute a material breach. When County reasonably believes that Substantial Completion will be inexcusably delayed, County shall be entitled to withhold from any amounts due Contractor an amount determined by County to be adequate to recover liquidated damages attributable to such delays. If or when Contractor remedies the delay in achieving Substantial Completion, or any part thereof, for which County has withheld payment, County shall promptly release to Contractor all or a portion of those funds withheld as liquidated damages.

2.3 **Term of Contract.** Contractor shall commence the Work upon Notice to Proceed. Final Completion, including any punch list, shall be achieved within One Hundred Eighty (180) calendar days from said Notice.

**ARTICLE III**

**CONTRACT CHANGES**

3.1 **Changes Permitted.** Changes in the Work within the general scope of this Contract, consisting of additions, deletions, revisions, or any combination thereof, may be ordered by Change Order or Field Order without invalidating the Contract.

3.2 **Changes in the Work.** Changes in the Work shall be performed under applicable provisions of this Contract, and Contractor shall proceed promptly with such changes.
3.3 **Changes in the Contract Price.** Any change in the Contract Price resulting from a Change Order shall be determined as follows: (a) by mutual agreement between County and Contractor as evidenced by (1) the change in the Contract Price, together with any conditions or requirements related thereto, being initialed by both parties and (2) Contractor's execution of the Change Order.

3.4 **Unit Price.** If unit prices are provided in the Contract, and if the quantities contemplated are so changed in a proposed Change Order that application of such unit prices to the quantities of work proposed would cause substantial inequity to County or to Contractor, the applicable unit prices shall be equitably adjusted.

3.5 **Effect of Executed Change Order.** The execution of a Change Order by Contractor shall constitute conclusive evidence of Contractor's agreement to the ordered changes in the Work, the Contract Price, and the Contract Time. Contractor, by executing the Change Order, waives and forever releases any claim against County for additional time or compensation for matters relating to, arising out of, or resulting from the Work included within or affected by the executed Change Order.

3.6 **Notification of Surety.** Contractor shall provide surety bonds whereby the Surety waives notice of any change, including changes of time, to the Contract.

**ARTICLE IV**

**CONTRACT PRICE AND COMPLETION**

4.1 **The Contract Price.** County shall pay, and Contractor shall accept, as full and complete payment for all of the Work required herein, ________________ ($__________) Dollars. The sum shall constitute the maximum Contract Price, which shall not be modified except by Change Order.

4.2 **Schedule of Values.** Within ten (10) calendar days of Contract execution, Contractor shall submit to County a Schedule of Values allocating the Contract Price to the various portions of the Work. Contractor's Schedule of Values shall be prepared in a format and supported with data sufficient to allow County to substantiate its accuracy. Contractor shall not imbalance its Schedule of Values nor artificially inflate any element thereof. The violation of this provision by Contractor shall constitute a material breach of this Contract. The Schedule of Values shall be used only as a basis for Contractor's Applications for Payment and must be approved in writing by County.

4.3 **Payment Procedure.** County shall pay the Contract Price to Contractor as provided below.

4.3 **Progress Payments.** Based upon Contractor's Applications for Payment approved by County, County shall make appropriate progress payments to Contractor toward the Contract Price.

4.4 **Retainage.** Removed.
4.5 **Warranty of Title.** Contractor warrants that title to all work covered by an Application for Payment will pass to County no later than at the time of the last payment to Contractor. Contractor further warrants that upon submittal of an Application for Payment, all work for which payments have been received from County shall be free and clear of liens, claims, security interests, or other encumbrances in favor of Contractor or any other person or entity.

4.6 **Subcontractor Payments.** Contractor shall promptly pay each subcontractor out of the amount paid to Contractor for such subcontractor’s work, the amount to which such subcontractor is entitled. In the event County becomes informed that Contractor has not paid a subcontractor as herein provided, County shall have the right, but not the duty, to issue future payments to Contractor and or subcontractor as joint payees. Such joint payment procedure shall create no rights in favor of any person or entity beyond the right of the named payees to payment of the check and shall not be deemed to create any rights in favor of Contractor or subcontractors or to commit County to repeat such payments in the future.

4.7 **Acceptance Not Implied.** No progress payment, nor any use or occupancy of the Project by County shall be interpreted to constitute a final acceptance of any Work that is not in full compliance with this Contract.

4.8 **Withheld Payment.** County may decline to make payment, may withhold funds, and, if necessary, may demand the return of some or all of the amounts previously paid to Contractor, to protect County from loss due to:

a) defective Work not remedied by Contractor nor, in the opinion of County, likely to be remedied by Contractor;

b) claims of third parties against County or County’s property;

c) failure by Contractor to pay subcontractors;

d) evidence that the balance of the Work cannot be completed in accordance with the Contract for the unpaid balance of the Contract price;

e) evidence that the Work will not be completed in the time required for Substantial or Final Completion;

f) persistent failure to carry out the Work in accordance with the Contract;

g) damage to County or a third party to whom County is, or may be, liable.

In the event that County makes written demand upon Contractor for amounts previously paid by County as contemplated in this subparagraph, Contractor shall comply within thirty (30) business days of receipt of written demand.

4.9 **Completion and Final Payment.** When Contractor certifies that the Work is finally complete, Contractor shall submit to the County a list of items completed or corrected. When the County determines that the Work is finally complete, a Certificate of Final Completion will be prepared establishing the date of Final Completion. If the Work is complete in full
accordance with this Contract and this Contract has been fully performed, County may proceed with payment. Any guarantees or warranties, express or implied, required by the Contract or arising under law shall commence on the date of Final Completion of the Work. The Certificate of Final Completion shall be submitted to County and Contractor for their written acceptance of the responsibilities assigned to them in such certificate.

4.10 Final Completion Liquidated Damages. If Contractor fails to achieve Final Completion within the time fixed by County in its Certificate of Substantial Completion, Contractor shall pay County the sum of Five Hundred ($500) Dollars per day for each and every calendar day of unexcused delay in achieving Final Completion beyond the date set forth herein for Final Completion of the Work. Any sums due and payable by Contractor shall be payable, not as a penalty, but as liquidated damages representing an estimate of delay damages likely to be sustained by County, estimated at or before the time of executing this Contract. When County reasonably believes that Final Completion will be unexcusably delayed, County shall be entitled to withhold from any amounts due Contractor an amount determined by County to be adequate to recover liquidated damages attributed to such delays. If and when Contractor remedies the delay in achieving Final Completion, or any part thereof, for which County has withheld payment, County shall promptly release to Contractor those funds, or a portion of those funds, withheld as liquidated damages.

4.11 Final Payment Submittals. Contractor shall not be entitled to final payment unless and until it submits to County its affidavit that all payrolls, invoices for materials and equipment, and other liabilities connected with the Work have been fully paid, that releases and waivers of lien are executed by subcontractors, and the consent of Surety has been obtained. If any third party fails or refuses to provide a release of claim or waiver of lien as required by County, Contractor shall furnish either a bond or monies satisfactory to County to discharge any such lien or indemnify County from liability.

4.12 Final Payment Due. County shall make final payment of all sums due Contractor within ten (10) business days of County’s execution of a final Certificate for Payment.

4.13 Contractor Waiver. Acceptance of final payment shall constitute a waiver of all claims against County by Contractor except for documented Contractor’s request for final payment.

ARTICLE V
COUNTY RIGHTS AND DUTIES

5.1 Information Provided by County. County shall deliver to Contractor, at the time of executing this Contract, all written and tangible materials in its possession concerning conditions below ground at the Project site. County shall furnish a legal description of the Project site, surveys, legal limitations and utility locations. County does not represent, warrant, or guarantee the accuracy of the information either in whole, or in part, implicitly, or explicitly and shall have no liability for the accuracy of information.
5.2 Excluding permits and fees normally the responsibility of Contractor, County shall obtain all approvals, easements, and the like required for construction and shall pay for necessary assessments and charges required for construction, use, or occupancy of permanent structures or for permanent changes in existing facilities.

5.3 County shall furnish Contractor, free of charge, four (4) copies of the Contract Documents for execution of the Work. Contractor shall pay County, $50.00 per additional set of Contract Documents.

5.4 **Right to Stop Work.** If Contractor persistently fails or refuses to perform the Work in accordance with this Contract, County may order Contractor to stop the Work immediately.

5.5 **County’s Right to Perform Work.** If Contractor’s work is stopped by County, and Contractor fails within seven (7) business days of such stoppage to provide adequate assurance to County that the cause of such stoppage will be eliminated or corrected, then County may, without prejudice to any other rights or remedies County may have against Contractor, proceed to perform the Work. County shall issue an appropriate Change Order deducting from the Contract Price the cost of correcting the deficiencies. If the unpaid portion of the Contract Price is insufficient to cover the amount due County, Contractor shall pay the difference to County within thirty (30) business days.

5.6 **County’s Right to Correct Defects.** County shall give Contractor reasonably prompt notice of all observable defects. If Contractor fails to perform corrective work within a time determined by County, County may perform such work and charge Contractor for the costs incurred.

5.7 **No Waiver of County’s Legal Rights.** Upon completion of the Work, County will promptly make final inspection and notify Contractor of final acceptance. However, final acceptance shall not preclude or estop County from correcting any measurement, estimate, or certificate made before or after completion of the Work, nor shall County be precluded or estopped from recovering overpayments from Contractor, or its surety, or both. A waiver on the part of County of any breach of any part of the Contract shall not be held to be a waiver of any other or subsequent breach.

5.8 **County May Accept Defective or Nonconforming Work.** County may choose to accept defective or nonconforming Work. In such event, the Contract Price shall be reduced by the greater of (a) the reasonable cost of removing and correcting the defective or nonconforming Work, and (b) the difference between the fair market value of the Project as constructed and the fair market value of the Project had it not been constructed in such a manner as to include defective or nonconforming Work. If the remaining portion of the unpaid Contract Price, if any, is insufficient to compensate County for its acceptance of defective or nonconforming Work, Contractor shall, upon written demand from County, pay County such remaining compensation for accepting defective or nonconforming Work within thirty (30) business days.
ARTICLE VI
CONTRACTOR DUTIES

6.1 Consistent with Contractor's continuing duty set forth in Article I, Contractor shall perform no part of the Work at any time without adequate Contract Documents or, as appropriate, approved Shop Drawings, Product Data, or Samples for such portion of the Work. If Contractor performs any of the Work knowing it involves a recognized error, inconsistency, or omission in the Contract Documents without such notice to County, Contractor shall bear responsibility for such performance and shall bear the cost of correction.

6.2 Contractor shall supervise and direct the Work using Contractor's best skill, effort, and attention. Contractor shall be responsible to County for all acts or omissions of Contractor, its employees, subcontractors, and others engaged in the Work on behalf of Contractor.

6.3 Warranty. Contractor warrants to County that all labor furnished to progress the Work under this Contract will be competent to perform the tasks to meet the standards of workmanlike quality prevailing in North Carolina, that materials and equipment furnished will be of good quality, new, free from faults and defects, and in strict conformance with this Contract. All Work not conforming to these requirements may be considered defective. Contractor shall be responsible for all costs, damages and expenses including, but not limited to, penalties, fines and fees that County may incur because of Contractor’s failure to perform under this Contract.

6.4 Supervision. Contractor shall employ and maintain competent supervisory personnel at the Project site. Absent written instruction from Contractor to the contrary, Contractor’s designated superintendent shall be deemed Contractor's authorized representative at the site and shall be authorized to accept all communications from County.

6.5 Time of Performance Schedule. Contractor, within ten (10) days of award of Contract, shall submit to County, Contractor's schedule for completing the Work. Contractor's schedule shall be revised no less frequently than monthly, and updated with each Pay Application, and the Schedule shall be revised to reflect unexpected conditions or occurrences related to the entire Project. Document revisions shall be furnished to County for approval. Failure by Contractor to comply strictly with the provisions of this Paragraph shall constitute a material breach of this Contract.

6.6 Contractor shall continuously maintain at the site, for the benefit of County, one copy of this Contract marked to record on a current basis changes, selections, and modifications made during construction. Additionally, Contractor shall maintain at the site the approved Shop Drawings, Product Data, Samples, and other similar required submittals. Upon Final Completion of the Work, all record documents shall be delivered to County.

6.7 Contractor shall not perform any portion of the Work requiring submittal and review of Shop Drawings, Product Data, or Samples unless and until County shall have approved the documents. Approval by County, however, shall not be evidence that the Work installed pursuant thereto conforms to the requirements of this Contract.
6.8 Cleaning the Site and the Project. Contractor shall keep the site clean during performance of the Work. Upon Final Completion of the Work, Contractor shall clean the site and the Project and remove all waste, together with all of Contractor's property.

6.9 Access to Work. County shall have access to the Work at all times from commencement of the Work through Final Completion. Contractor shall provide access to County when requested.

6.10 Permits and Licenses. Contractor shall procure all applicable permits and licenses, including permits and licenses required pursuant to applicable patent and copyright laws, shall pay all charges and fees, and shall give all notices necessary and incidental to the due and lawful prosecution to the work. There will be no charge for County building permits.

6.11 Indemnity. To the fullest extent permitted by law, Contractor shall indemnify and hold harmless County, its officers, officials, agents, employees, and NCDOT from and against liability, claims, damages, losses and expenses, including attorneys' fees, arising out of or resulting from performance of the Work, provided that such liability, claims, damage, loss or expense is attributable to bodily injury, sickness, disease or death, or to injury to or destruction of tangible property (other than the Work itself) including loss of use resulting therefrom, but only to the extent caused in whole or in part by negligent acts or omissions of Contractor, anyone directly or indirectly employed by it or anyone for whose acts they may be liable, regardless of whether or not such liability, claim, damage, loss or expense is caused in part by County, its officers, officials, agents and employees.

ARTICLE VII
INSURANCE

7.1 Commercial General Liability. Contractor shall maintain Commercial General Liability (CGL) with a total limit of not less than $1,000,000 each occurrence for bodily injury and property damage. If such CGL insurance contains a general aggregate limit, it shall apply separately to the Project or the general aggregate shall be twice the required limit. CGL insurance shall be written on Insurance Services Office (ISO) “occurrence” form CG 00 01 covering CGL or its equivalent and shall cover the liability arising from premises, operations, independent contractors, products-completed operations, personal and advertising injury, and liability assumed under an insured contract, including the tort liability of another assumed in a business contract.

County, its officers, officials, agents, employees, and NCDOT are to be covered as additional insureds under the CGL by endorsement CG 20 10 and CG 20 37 or an endorsement providing equivalent coverage with respect to liability arising out of activities performed by or on behalf of Contractor; products and completed operations of Contractor; premises owned, leased or used by Contractor; and under the commercial umbrella, if required by County. The coverage shall contain no special limitations on the scope of protection afforded to County, its officers, officials, agents, employees, and NCDOT. The status of County and NCDOT as an additional insured under a CGL obtained in compliance with this Contract shall not restrict coverage under such CGL with respect to the escape or release of pollutants at or from the Project site. There shall be no endorsement or modification of the CGL or Umbrella
Liability limiting the scope of coverage for liability arising from pollution, explosion, collapse, underground property damage, employment-related practices, or damage to the named insured’s work. Contractor shall maintain CGL and, if necessary Commercial Umbrella Liability (CUL) insurance, both applicable to liability arising out of Contractor’s completed operations, with a limit of not less than $5,000,000 each occurrence for at least three (3) years following substantial completion of the Work. Contractor’s CGL insurance shall be primary as to County, its officers, officials, agents, and employees. Any other insurance or self-insurance maintained by County, its officers, officials, agents, and employees shall be excess of and not contribute toward Contractor’s insurance.

7.2 **The Workers’ Compensation and Employer’s Liability.** Contractor shall maintain Workers’ Compensation as required by the State of North Carolina and Employer’s Liability Insurance. The Employer’s Liability, and if necessary, CUL insurance shall not be less than $500,000 each accident for bodily injury by accident, $500,000 each employee for bodily injury by disease, and $500,000 policy limit. The Insurer shall agree to waive all rights of subrogation against County, its officers, officials, agents, and employees for losses arising from the Work performed by Contractor for County.

7.3 **Business Auto Liability.** Contractor shall maintain Business Auto Liability and, if necessary, CUL insurance with a limit of not less than $1,000,000 combined single limit. Such insurance shall cover liability arising out of any auto, including owned, hired, and non-owned autos. Business Auto coverage shall be written on ISO form CA 00 01, or a substitute form providing equivalent liability coverage. If necessary, the policy shall be endorsed to provide contractual liability coverage equivalent to that provided in ISO form CA 00 01. Contractor’s Business Auto Liability insurance shall be primary as to County, its officers, officials, agents, and employees. Any other insurance or self-insurance maintained by County, its officers, officials, agents, and employees shall be excess of and not contribute with Contractor’s insurance.

7.4 **Surety Bond - Performance & Payment Bonds.** Contractor shall furnish and deliver to County a Payment Bond and a Performance Bond covering the faithful performance and completion of work included in this Contract and payment for all materials and labor furnished or supplied in connection with work included in this Contract. All bonds shall be issued and furnished to County prior to, and as a condition precedent to, commencement of the Work of this Contract. The Payment Bond and Performance Bond shall be furnished on behalf of Contractor, shall name County obligee, and shall be one hundred percent (100%) of the amount of the guaranteed repair and maintenance costs. Such bond(s) shall be solely for the protection of County. The Payment Bond and Performance Bond shall be issued by a surety of financial standing having a rating from A.M. Best Company equal to or better than A and must be included on the approved list of sureties issued by the United States Department of Treasury. The bond shall remain in effect at least one (1) year after the date when final payment is made. The surety bond must be in the form set forth in N.C.G.S. 44A-33, without any variations therefrom. Contractor shall provide surety bond wherein Surety waives notice of all modifications, omissions, additions, changes and advance payments or deferred payments in or about the Contract, and agrees that the obligations undertaken by the Bond shall not be impaired in any manner due to any modifications, omissions, additions, changes, and advance payments or
deferred payments. The surety bond must set forth no requirement that suit be initiated prior to the time stipulated in applicable North Carolina Statutes of Limitation.

7.5 Deductibles and Self-Insured Retentions. Contractor shall be solely responsible for the payment of all deductibles to which such policies are subject, whether or not County is an insured under the policy.

7.6 Miscellaneous Insurance Provisions: Any failure to comply with reporting provisions of the policies listed in this Contract shall not affect coverage provided to County, its officers, officials, agents, and employees. Each insurance policy required by this contract shall be endorsed to state that coverage shall not be canceled by either party except after thirty (30) days prior written notice has been given to New Hanover Risk Management, 230 Government Center Drive, Ste. 125, Wilmington, North Carolina, 28403.

If Contractor’s liability policies do not contain the standard ISO separation of insureds provision, or a substantially similar clause, they shall be endorsed to provide cross-liability coverage.

7.7 Acceptability of Insurers. Insurance is to be placed with insurers licensed to do business in the State of North Carolina with an A.M. Best’s rating of no less than A VII unless specific approval has been granted by County.

7.8 Evidence of Insurance. Contractor shall furnish County with a certificate(s) of insurance, executed by a duly authorized representative of each insurer, showing compliance with the insurance requirements prior to commencing the Work, and thereafter upon renewal or replacement of each certified coverage until all the Work under this contract are deemed complete. Evidence of additional insured status shall be noted on the certificate of insurance as per requirements in this Contract. Insurance maintained after final payment evidencing such coverage shall be provided to County with final application for payment and thereafter upon renewal or replacement of such insurance until the expiration of the two-year period for which such insurance must be maintained.

7.9 Subcontractors. Contractor shall include all subcontractors as insureds under its policies or shall furnish separate certificates for each subcontractor. All coverage for subcontractors shall be subject to all of the requirements stated herein. CCL coverage shall include Independent Contractors’ coverage, and Contractor shall be responsible for assuring that all subcontractors are properly insured.

7.10 Conditions. County may, at its discretion and with the approval of Risk Management and the Finance Department, accept letters of credit or custodial accounts in lieu of specific insurance requirements. Contractor shall warrant that the insurance contributing to the satisfaction of insurance requirements in this Contract and shall not be canceled, terminated, or modified by Contractor without prior written approval of County. Contractor shall promptly notify the New Hanover County Property Management and New Hanover County Risk Management at (910) 798-7497 of any accidents arising in the course of operations under the Contract causing bodily injury or property damage. County reserves the right to obtain complete, certified copies of all required insurance policies. Failure of County to demand a certificate of insurance or other evidence of full compliance with these insurance requirements or failure of
County to identify a deficiency from evidence that is provided shall not be construed as a waiver of Contractor’s obligation to maintain such insurance. County does not represent that coverage and limits will be adequate to protect Contractor and such coverage and limits shall not be deemed as a limitation of Contractor’s liability under the indemnities granted to County in this Contract. If Contractor fails to maintain the insurance as set forth herein, County shall have the right to purchase said insurance at Contractor’s expense. Contractor agrees to reimburse County for all expenses incurred for such purchase. Contractor or its agent may apply to County for approval of higher deductibles based on financial capacity and quality of the carrier affording coverage. County shall have the right to prohibit Contractor or any subcontractor from performing work or services and may withhold payment until required certificates has been received and approved by County.

ARTICLE VIII
CLAIMS

8.1 Claims by Contractor. All Contractor claims shall be initiated by written notice and claim to County. Such written notice and claim must be furnished within seven (7) calendar days after occurrence of the event, or the first appearance of the condition, giving rise to the claim.

8.2 Contractor’s Duty to Continue Work. Pending final resolution of any claim of Contractor, Contractor shall diligently proceed with performance of this Contract. The resolution of any claim under this Paragraph shall be reflected by a Change Order executed by County and Contractor.

8.3 Claims for Concealed and Unknown Conditions. Should concealed and unknown conditions encountered in the performance of the Work (a) below the surface of the ground or (b) in an existing structure be at variance with the conditions indicated by this Contract, or should unknown conditions of an unusual nature differing materially from those ordinarily encountered in the area and generally recognized as inherent in the Work of the character provided for in this Contract be encountered, the Contract Price shall be equitably adjusted by Change Order upon the written notice and claim by either party made within seven (7) calendar days after the first observance of the condition. As a condition precedent to County having any liability to Contractor for concealed or unknown conditions, Contractor must give County written notice of, and an opportunity to observe, the condition prior to disturbing it. The failure by Contractor to make the written notice and claim as provided in this subparagraph shall constitute a waiver by Contractor of any claim arising out of or relating to such concealed or unknown condition.

8.4 Claims for Additional Costs. If Contractor wishes to make a claim for an increase in the Contract Sum, it shall give County written notice thereof within seven (7) calendar days after the occurrence of the event giving rise to such claim. Such notice shall be given by Contractor before proceeding to execute any additional or changed work. The failure by Contractor to give such notice and to give such notice prior to executing the Work shall constitute a waiver of any claim for additional compensation. No such claim shall be valid unless so made.
8.4.1 In connection with any claim by Contractor against County for compensation in excess of the Contract Price, any liability of County for Contractor's costs shall be strictly limited to direct costs incurred by Contractor and shall in no event include Contractor's indirect costs or consequential damages. County shall not be liable to Contractor for claims of third parties, including subcontractors, unless and until liability of Contractor has been determined in a court of competent jurisdiction.

8.5 Claims for Additional Time. If Contractor is delayed in progressing any task which at the time of the delay is then critical or which during the delay becomes critical, as the sole result of any act or neglect to act by County or someone acting in County's behalf, or by changes ordered in the Work, unusual delay in transportation, unusually adverse weather conditions not reasonably anticipatable, fire or any causes beyond Contractor's control, then the date for achieving Substantial Completion of the Work shall be extended upon the written notice and claim of Contractor to County, for such reasonable time as County may determine by written change order. Any notice and claim for an extension of time by Contractor shall be made not more than seven (7) calendar days after the occurrence of the event or the first appearance of the condition giving rise to the claim and shall set forth in detail Contractor's basis for requiring additional time in which to complete the Project. In the event the delay to Contractor is a continuing one, only one notice and claim for additional time shall be necessary. If Contractor fails to make such claim as required in this Subparagraph, any claim for extension of time shall be waived.

8.5.1 If Contractor is delayed in the progress of the Work for any reason, including any act or neglect of County, any of its officers, officials, employers or agents, or any separate contractor employed by County, an extension of time shall be Contractor's exclusive remedy and Contractor waives any right it may otherwise have to damages because of delays or disruptions of any nature whatsoever to all or any part of the Work including, that this provision in itself shall not preclude Contractor from recovering damages for delays solely by acts of County or its officers, officials, agents, or employees.

8.6 Conflict of Interest. No party to this Contract shall acquire or possess any interest, either direct or indirect, in any aspect of the subject property to be constructed or renovated hereunder.

ARTICLE IX
SUBCONTRACTORS

9.1 Subcontractors. A Subcontractor is an entity that has a direct contract with Contractor to perform a portion of the Work.

9.2 Award of Subcontracts. Upon execution of the Contract, Contractor shall furnish County, in writing, the names of persons or entities proposed by Contractor to act as a subcontractor on the Project. County shall within ten (10) calendar days reply to Contractor, in writing, stating any objections County may have to such proposed subcontractor. Contractor shall not enter into a subcontract with a proposed subcontractor to whom County has made timely objection. Contractor shall not be required to subcontract with any party to whom Contractor has objection.
9.2.1 All subcontracts shall afford Contractor rights against the subcontractor, which correspond to those rights afforded to County against Contractor herein, including those rights afforded to County hereunder by the Subparagraphs captioned “Termination by County”.

ARTICLE X
TERMINATION

10.1 Termination by Contractor. If the Work is stopped for a period of ninety (90) days by an order of any court or other public authority, or as a result of an act of the Government, through no fault of Contractor or any person or entity working directly or indirectly for Contractor, Contractor may, upon ten (10) calendar days' written notice to County terminate performance under this Contract and recover from County payment for the actual reasonable expenditures of Contractor for all Work executed and for materials, equipment, tools, construction equipment and machinery actually purchased or rented solely for the Work, less any salvage value of any such items.

10.1.1 If County shall persistently or repeatedly fail to perform any material obligation to Contractor for a period of fifteen (15) calendar days after receiving written notice from Contractor of its intent to terminate, Contractor may terminate performance under this Contract by written notice to County. In such event, Contractor shall be entitled to recover from County as though County had terminated Contractor's performance.

10.2 Termination by County for Convenience. County may for any reason whatsoever terminate performance under this Contract by Contractor for convenience. County shall give written notice of such termination to Contractor specifying when termination becomes effective.

10.2.1 Contractor shall incur no further obligations in connection with the Work and Contractor shall stop Work when such termination becomes effective. Contractor shall also terminate outstanding orders and subcontracts. Contractor shall settle the liabilities and claims arising out of the termination of subcontracts and orders. County may direct Contractor to assign Contractor's right, title, and interest under terminated orders or subcontracts to County or its designee.

10.2.2 Contractor shall transfer title and deliver to County such completed or partially completed Work and materials, equipment, parts, fixtures, information and Contract rights Contractor controls or possesses.

10.2.3 (a) Contractor shall submit a termination claim to County specifying the amounts due because of the termination for convenience together with costs, pricing or other data required by County. If Contractor fails to file a termination claim within one (1) year from the effective date of termination, County shall pay Contractor, an amount derived in accordance with subparagraph [c] below.

(b) County and Contractor may agree to the compensation, if any, due to Contractor.
(c) Absent agreement to the amount due to Contractor, County shall pay Contractor the following amounts:

(i) Contract prices for labor, materials, equipment, and other services accepted under this Contract.

(ii) Reasonable costs incurred in preparing to perform and in performing the terminated portion of the Work, and in terminating Contractor's performance, plus a fair and reasonable allowance for overhead and profit thereon (such profit shall not include anticipated profit or consequential damages); provided however, that if it appears that Contractor would have not profited or would have sustained a loss if the entire Contract would have been completed, no profit shall be allowed or included and the amount of compensation shall be reduced to reflect the anticipated rate of loss, if any:

(iii) Reasonable costs of settling and paying claims arising out of the termination of subcontracts or orders pursuant hereto.

10.3 Termination by County for Cause. If Contractor persistently or repeatedly refuses or fails to prosecute the Work in a timely and/or competent manner, supply enough properly skilled workers, supervisory personnel or proper equipment or materials, or if it fails to make prompt payment to subcontractors or for materials or labor, or persistently disregards laws, ordinances, rules, regulations or orders of any public authority having jurisdiction, or otherwise is guilty of a substantial violation of a material provision of this Contract, then County may by written notice to Contractor, without prejudice to any other right or remedy, terminate the employment of Contractor and take possession of the site and of all materials owned by County and may finish the Work by whatever methods it may deem expedient. Contractor shall not be entitled to receive any further payment until the Work is finished.

10.3.1 If the unpaid balance of the Contract Price exceeds the cost of finishing the work, including compensation for County's additional services and expenses made necessary thereby, such excess shall be paid to Contractor. If such cost exceeds the unpaid balance, Contractor shall pay the difference to County. This obligation for payment shall survive the termination of the Contract.

10.3.2 In the event County terminates the employment of Contractor for cause and it is subsequently determined by a Court of competent jurisdiction that such termination was without cause, such termination shall thereupon be deemed a Termination for Convenience.

ARTICLE XI
COMPLIANCE WITH LAWS

11.1 Laws To Be Observed. Contractor shall observe and comply with all Federal and State laws, including Department of Labor Health and Safety Regulations, and all local laws, ordinances and regulations, which in any way affect the Work. Contractor shall have the duty to maintain safety on the job site. OSHA or other Federal, State or Local laws, rules or regulations pertaining to safety shall be the sole responsibility of Contractor. Contractor shall indemnify and hold County harmless for any safety violations assessed against County.
11.2 Under **Ground Damage Prevention.** Contractor shall comply with N.C.G.S. Chapter 87, Article 8 and shall be responsible for costs of repair to all utilities damaged during construction.

11.3 **Taxes.** Contractor shall pay all applicable Federal, State, and Local taxes, including sales taxes on all equipment and materials used on the Project. County is qualified to receive all sales taxes paid on the project as a rebate. Contractor shall submit a statement showing the invoice and sales taxes paid to any governmental entity of all materials and equipment used at the Project. A tax statement shall be submitted with each Pay Application and shall be accompanied by an affidavit verifying validation.

11.4 **Contractor Non-Discrimination.** Contractor will take affirmative action not to discriminate against any employee or applicant for employment or otherwise illegally deny any person participation in or the benefits of the activities that are the subject of this Contract, because of race, creed, color, sex, age, disability, or national origin.

11.5 **Goal for Participation by Minority Businesses.** It is the policy of County that minority businesses shall have the maximum opportunity to participate in the performance of contracts financed with public money including contracts awarded pursuant to the requirements of N.C.G.S Chapter 143, Article 8. County has adopted a ten percent (10%) verifiable goal for participation by minority businesses in the total value of work required by the terms and conditions of this Contract. Contractor covenants and agrees to comply with County policy the provisions of N.C.G.S. Chapter 143, Article 8, and shall follow County guidelines specifying the actions Contractor must take to ensure a good faith effort in the recruitment and selection of minority businesses for participation in this Contract.

11.6 **E-Verify Compliance.** Pursuant to S.L. 2015-294, Contractor shall fully comply with the U.S. Department of Homeland Security employee legal status E-Verify requirements for itself and all its subcontractors. Violation of the provision, unless timely cured, shall constitute a breach of contract.

11.7 **Iran Divestment Act of 2015 Compliance Pursuant to N.C.G.S. 147-86.55 et. seq.** The Act requires that the State, a North Carolina local government, or any other political subdivision of the State of North Carolina must not utilize any contractor or subcontractor found on the State Treasurer’s Final Divestment List. Contractor certifies that it or its subcontractors are not listed on the Final Divestment List created by the North Carolina State Treasurer pursuant to N.C.G.S. 147-85.60. The State Treasurer’s Final Divestment List can be found on the State Treasurer’s website at the address www.nctreasurer.com/Iran and will be updated every 180 days.

**ARTICLE XII**

**INTERPRETATION**

12.1 **Intent and Interpretation.** The intent of this Contract is to require complete, correct, and timely execution of the Work. Any work that may be required, implied, or inferred by the Contract Documents, as necessary to produce the intended result shall be provided by Contractor for the contract price.
12.2 **Law Applied.** All of the terms and conditions contained in the Contract Documents shall be interpreted in accordance with the laws of the State of North Carolina.

12.3 **Entire Agreement.** This Contract and Contract Documents constitute the entire understanding of the parties. The Contract Documents shall be given precedence in the following order: Agreement, Modifications, Addenda, Supplementary Conditions, Special Conditions, Instructions to Bidders, General Conditions, Specifications, and Drawings.

12.4 **Interpretation and Construction.** When a word, term, or phrase is used in this Contract, it shall be interpreted or construed first, as defined herein; second, if not defined, according to its generally accepted meaning in the construction industry; and third, if there is no generally accepted meaning in the construction industry, according to its common and customary usage. As between numbers and scaled measurements on the Drawings and in the Design, the numbers shall govern; as between larger scale and smaller scale drawings, the larger scale shall govern.

12.4.1 The words "include," "includes," or "including", as used in this contract, shall be deemed to be followed by the phrase, "without limitation".

12.4.2 Words or terms used as nouns in this Contract shall be inclusive of their singular and plural forms, unless the context of their usage clearly requires a contrary meaning.

12.4.3 The specification herein of any act, failure, refusal, omission, event, occurrence, or condition as constituting a material breach of this contract shall not imply that any other, non-specified act, failure, refusal, omission, event, occurrence, or condition shall be deemed not to constitute a material breach of this Contract.

12.5 **Dispute Resolution.** County hereby adopts those dispute resolutions procedures promulgated by the State Building Commission, as amended from time to time by the Commission or County. Said procedures shall be available to address any issues arising out of the contract or construction process wherein the matter in controversy exceeds Fifteen Thousand ($15,000.00) Dollars. Should Contractor herein utilize such dispute resolution procedures it must pay half of all costs incurred by County in conducting the dispute resolution.

12.6 **Arbitration.** Arbitration of claims, disputes, and questions arising under this Contract may only be used when both parties agree to arbitrate. Arbitration shall be in accordance with the Construction Industry Arbitration Rules of the American Arbitration Association. In no event shall fewer than three (3) arbitrators be used; County and Contractor shall each select one (1) arbitrator and the two (2) arbitrators shall select the third. The award rendered by the arbitrators shall be final, specifically enforceable, and recordable as a judgment in any court having jurisdiction.

12.7 **County Non-Discrimination.** County covenants and agrees that no person shall be denied benefits of, or otherwise be subjected to discrimination in connection with County’s performance under this Contract on the grounds of race, religion, color, national origin, sex or handicap.
12.8 Notices. All notices required hereunder to be sent to either party shall be sent to the following designated addresses, or to such other address or addresses as may hereafter be designated by either party by mailing of written notice of such change of address, by Certified Mail, Return Receipt Requested:

**To County:**
New Hanover County Parks and Gardens  
Attn: Tara Duckworth  
230 Government Center Drive, Ste. 120  
Wilmington, NC 28403

**To Contractor:**

12.9 Contract Under Seal. The parties hereto expressly agree to create a contract under seal.

IN WITNESS WHEREOF, the parties have affixed their hands and seals and caused the execution of this instrument, by authority duly given and on the day and year first above written.
NEW HANOVER COUNTY

[SEAL]

Woody White, Chairman

ATTEST:

________________________

Clerk to the Board

CONTRACTOR

[CORPORATE SEAL]

________________________

President

ATTEST:

________________________

Secretary

This instrument has been pre-audited in the manner required by the Local Government Budget and Fiscal Control Act.

Approved as to form:

_________________________  ___________________________

County Finance Officer  County Attorney

STATE OF NORTH CAROLINA

NEW HANOVER COUNTY

I, ____________________________, a Notary Public of the State and County aforesaid, certify that Kymberleigh G. Crowell personally came before me this day and acknowledged that she is Clerk to the Board of County Commissioners of New Hanover County, and that by authority duly given and as the act of the Board, the foregoing instrument was signed in its name by ____________, Chairman, sealed with its official seal and attested by herself as its Clerk.

WITNESS my hand and official seal, this ____ day of ________________, 2017.

________________________

Notary Public

F-55
My commission expires: _________________

STATE OF ________________

COUNTY OF ________________

I, ___________________________, a Notary Public of the State and County aforesaid, certify that _____________________________, personally came before me this day and acknowledged that (s)he is Secretary of ___________________________________, and that by authority duly given and as the act of the corporation, the foregoing instrument was signed in its name by its President, sealed with its official seal and attested by herself as its Secretary.

WITNESS my hand and official seal, this ____ day of ______________, 2017.

________________________________
Notary Public

My commission expires: _________________
LETTER OF INTENT TO PERFORM AS A SUBCONTRACTOR

<table>
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<tr>
<th>CONTRACT:</th>
<th>NAME OF BIDDER:</th>
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The undersigned intends to perform work in connection with the above contract upon execution of the bid and subsequent award of contract by the Local Public Agency as:

Name of MBE/WBE/DBE Subcontractor
Address
City________________________ State________________________ Zip__________

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 Local Public Agency. 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 $ _________________________

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.

Name of MBE/WBE/DBE Subcontractor
Signature / Title
Date

Name of Bidder
Signature / Title
Date
NOTICE TO PROCEED (NEW HANOVER COUNTY)

DATE:

TO:

PROJECT:  SR-5001BO/EB-5543: Middle Sound Greenway from Red Cedar Road to Oyster Lane and Kenmore Drive

Attached, please find a fully executed copy of the AGREEMENT dated ………………….. You are hereby notified to commence WORK in accordance with the AGREEMENT on or before……………………, 201__ and you are to complete the WORK within 180 consecutive calendar days thereafter.

The date of COMPLETION of all WORK is……………………………………..

Pre-Construction Conference conducted on …………………………………………..

Owner: New Hanover County
By: Ken Vafier
Signature: ____________________
Title: Planner Manager

ACCEPTANCE OF NOTICE

Receipt of the above NOTICE TO PROCEED is hereby acknowledged by

____________________________________________________________

this the ____________________ day of ____________________, 201__.

By __________________________________
Signature  __________________________________
Title __________________________________
## CONTRACTOR’S SALES TAX REPORT

**N.C. STATE AND LOCAL TAXES PAID**

<table>
<thead>
<tr>
<th>Vendor</th>
<th>Invoice Date</th>
<th>Invoice Number</th>
<th>Inv. Amount Before</th>
<th>NC State Tax Paid</th>
<th>County Tax Paid</th>
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I ___________________________ certify that taxes were paid on the purchases listed above and these purchases were for the cost of building materials, supplies, fixtures, and/or equipment which became a part of, or are annexed to a building or structure being erected, repaired, or altered under the above referenced project with the County.

Signed: _______________________

Title: _______________________

Date: _______________________

**Example of sales tax report. Contractor can submit the information on their own excel spreadsheet.**
SUBCONTRACT APPROVAL FORM

Contract No.: ___________________________ F.A. No.: ___________________________ Subcontract Request Number: __________

WB5 Element: ___________________________ T.I.P. No.: ___________________________ County: ___________________________

APPROVAL IS REQUESTED TO SUBLET THE FOLLOWING ITEMS OF WORK ON THIS PROJECT TO:

Retainage Certification Reporting No.

Subcontractor Name and Address

<table>
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<tr>
<th>Line Code Number</th>
<th>Item Description</th>
<th>Portion (●)</th>
<th>Partial (●)</th>
<th>Sub or 2nd Tier</th>
<th>Quantity</th>
<th>UOM</th>
<th>CP</th>
<th>DBE/MBE/WBE Unit Price</th>
<th>DBE/MBE/WBE Sublet Amount</th>
<th>Subcontract Unit Price</th>
<th>Total Subcontract Amount</th>
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Indicates a Portion of Work (●) Indicates a Partial Item (●) DBE/MBE/WBE Amount Subcontract Amount

SUBCONTRACT CERTIFICATION (applies only to Federal projects)
The Contractor / Subcontractor certifies that the subcontract is in writing and that FHWA 1273, "Required Contract Provisions," have been included in the subcontract / 2nd tier subcontract in its entirety.

Contractor:
Signature: ___________________________ Date ___________ APPROVED:
Title: ___________________________

Resident Engineer
Date ___________

Subcontractor:
Signature: ___________________________ Date ___________
Title: ___________________________

Approved with the understanding that the Contractor will be responsible for the satisfactory performance and completion of the work in compliance with the terms of the contract and that all payments will be made to the Contractor.

2nd Tier Subcontractor
Signature: ___________________________ Date ___________
Title: ___________________________


## SUBCONTRACT APPROVAL FORM

<table>
<thead>
<tr>
<th>Line Code Number</th>
<th>Item Description</th>
<th>Portion (*)</th>
<th>Partial (*)</th>
<th>Sub or 2nd Tier</th>
<th>Quantity</th>
<th>UOM</th>
<th>CP (*)</th>
<th>DBE/MBE/WBE Unit Price</th>
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Indicates a Portion of Work (*)

Indicates a Partial Item (*)
# State of North Carolina
## Department of Transportation
### Subcontractor Payment Information

Submit with Invoice To: Lena Butler  
New Hanover County  
230 Government Center  
Drive, Suite 165  
Wilmington, NC 28403

Firm Invoice No. Reference  
NCDOT PO / Contract Number  
WBS No. (State Project No.)  
Date of Invoice  
Signed

<table>
<thead>
<tr>
<th>Invoice Line Item Reference</th>
<th>Payer Name</th>
<th>Payer Federal Tax Id</th>
<th>Subcontractor / Subconsultant / Material Supplier Name</th>
<th>Subcontractor / Subconsultant / Material Supplier Federal Tax Id</th>
<th>Amount Paid To Subcontractor / Subconsultant / Material Supplier This Invoice</th>
<th>Date Paid To Subcontractor / Subconsultant / Material Supplier This Invoice</th>
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**Total Amount Paid to Subcontractor Firms** $ 

**NOTE:** - These documents are scanned into our Fiscal program. Please do not highlight or shade the figures.

I certify that this information accurately reflects actual payments made and the dates the payments were made to Subcontractors/ Subconsultants/Material Suppliers on the above referenced project.

Signature _________________________  
Title ______________________________

Print Name _________________________  
Date ______________________________

Rev. 01/07

F-62
**NORTH CAROLINA DEPARTMENT OF TRANSPORTATION**

**SUPPLEMENTAL AGREEMENT or FORCE ACCOUNT DOCUMENTATION**

<table>
<thead>
<tr>
<th>SUPPLEMENTAL AGREEMENT NO:</th>
<th>FORCE ACCOUNT DOCUMENTATION NO:</th>
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<th>COUNTY:</th>
<th>CONTRACT NO:</th>
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<th>CONTRACTOR:</th>
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1. **Description, location, and justification for change:**

2. **Estimation of quantities of work resulting from change and the basis of payment:**

<table>
<thead>
<tr>
<th>Line Code No.</th>
<th>Description</th>
<th>Unit</th>
<th>Negotiated or Contract Price</th>
<th>Field Change</th>
<th>Original Plan</th>
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| Total Field Change Amount: |
| Total Original Plan Amount: |

| Supplemental Agreement Net Underrun: |
| Supplemental Agreement Net Overrun: |

3. **Extension of contract time (if applicable):**

F-63
1. The Contractor agrees to perform the work described in this Supplemental Agreement in consideration of the payment set out herein.

2. The terms and conditions of said contract are hereby ratified and remain in full force and effect except as modified by such Supplemental Agreement(s) as may heretofore have been entered into between the Department and the Contractor and as modified by this Supplemental Agreement.

3. All terms and conditions of this Supplemental Agreement are herein set out and there are no agreements relating thereto not expressed herein.

4. This Supplemental Agreement shall not constitute a release or waiver of any lawful claims that the Contractor has or may have against the Department under said contract pursuant to G.S. 136-29 except for the matters specifically covered herein.

In witness whereof, the Department and the Contractor have caused this Supplemental Agreement to be executed by their duly authorized representatives.

<table>
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<tr>
<th>APPROVAL RECOMMENDED:</th>
<th>CONTRACTOR:</th>
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<tr>
<td>BY: LOCAL GOVERNMENT AGENCY OFFICIAL</td>
<td>BY: AUTHORIZED REPRESENTATIVE</td>
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<th>APPROVAL RECOMMENDED:</th>
<th>APPROVAL GRANTED:</th>
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<tr>
<td>BY: NCDOT ENGINEER</td>
<td>BY: NCDOT ENGINEER</td>
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**FORCE ACCOUNT DOCUMENTATION**

Documentation of the authorized Force Account work shall be completed for all state and federally-funded projects.

<table>
<thead>
<tr>
<th>APPROVAL GRANTED:</th>
<th>APPROVAL GRANTED:</th>
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<tr>
<td>BY: RESIDENT ENGINEER</td>
<td>BY: DIVISION ENGINEER</td>
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<td>DATE:</td>
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**FOR CONSTRUCTION AND MATERIALS BRANCH USE ONLY**

Approval of the Federal Highway Administration is requested.

APPROVED with the understanding that Federal participation in this work, the cost of which cannot be met from Federal aid funds provided for under the now effective project agreement, will be contingent upon additional Federal aid funds being made available for the project by a modified project agreement, to be executed prior to or at the final voucher stage.

APPROVED: FEDERAL HIGHWAY ADMINISTRATION REVIEWED: CONSTRUCTION UNIT

BY: DATE:

COMMENTS

________________________________________________________________________

________________________________________________________________________

________________________________________________________________________

F-64
APPENDIX
June 7, 2017

Ms. Tara Duckworth
Parks & Gardens
New Hanover County
230 Government Center Drive, Suite 120
Wilmington, NC 28403

Subject: Middle Sound Greenway WBS: 40924.3.66 TIP: SR5001/BO and WBS: 45846.3.3 TIP: EB-5543

Ms. Duckworth:

The Department has finished its review on the above referenced project. Plans are approved per revision dated 5-19-17. Please keep in mind moving forward that the Municipality, and / or its agent, including all contractors, subcontractors, or sub-recipients shall comply with all applicable federal and state policies and procedures, stated both in your Agreement and in the Department’s guidelines and procedures, including the Local Programs Management Handbook.

Please feel free to give me a call if you have any questions or comments.

Sincerely,

Ron T. Van Cleef
Division Project Engineer
Division 3
5501 Barbados Boulevard
Castle Hayne NC 28429
May 31, 2017

Tim Burgess
Assistant County Manager
New Hanover County
230 Government Center Drive, Suite 195
Wilmington, NC 28403

SUBJECT: Encroachment Agreement (E033-065-17-2899) along SR 1403 (Middle Sound Loop Road), SR 1970 (Oyster Lane), SR 1929 (Wendover Lane) and SR 1930 (Bright Leaf Road) in New Hanover County.

Dear Mr. Burgess,

Attached for your files is a copy of Right of Way Encroachment agreement properly executed. This agreement covers the following:

To construct the Middle Sound Greenway Trail multi-use path. This will include: grading, drainage, paving, storm drainage, curb and gutter and signing.

- Work hours maybe modified according to traffic conditions and school hours.

This approval is subject to this work being done in accordance with the attached plan sheets and special provisions.

Sincerely,

Jon Roan, Assistant District Engineer
for Karen E. Collette, P.E., Division Engineer

KEC/jr/nkd

Attachments

c: Kathy L. Stephens, NCDOT New Hanover County Maintenance Engineer
    Jessi Leonard, P.E., NCDOT Division Traffic Engineer
    File
THIS AGREEMENT, made and entered into this the 31st day of May, 2017, by and between the Department of Transportation, party of the first part; and New Hanover County, party of the second part,

WITNESSETH

THAT WHEREAS, the party of the second part desires to encroach on the right of way of the public road designated as Route(s) SR 1403, SR 1970, SR 1929, and SR 1930, located from SR 1916 to SR 1970/SR 1823 with the construction and/or erection of a Multi-use path, grading, drainage, paving, storm drainage, curb and gutter, signing:

WHEREAS, it is to the material advantage of the party of the second part to effect this encroachment, and the party of the first part in the exercise of authority conferred upon it by statute, is willing to permit the encroachment within the limits of the right of way as indicated, subject to the conditions of this agreement;

NOW, THEREFORE, IT IS AGREED that the party of the first part hereby grants to the party of the second part the right and privilege to make this encroachment as shown on attached plan sheet(s), specifications and special provisions which are made a part hereof on the following conditions, to wit:

That the said party of the second part binds and obligates himself to install the encroaching facility in such safe and proper condition that it will not interfere with or endanger travel upon said highway.

That the party of the second part agrees to provide during construction proper signs, signal lights, flagmen and other warning devices for the protection of traffic in conformance with the latest Manual on Uniform Traffic Control Devices for Streets and Highways and Amendments or Supplements thereto. Information as to the above rules and regulations may be obtained from the Division Engineer of the party of the first part.

That the party of the second part hereby agrees to indemnify and save harmless the party of the first part from all damages and claims for damage that may arise by reason of the installation and maintenance of this encroachment.

It is clearly understood by the party of the second part that the party of the first part will assume no responsibility for any damage that may be caused to such facilities, within the highway rights of way limits, in carrying out its construction.

That the party of the second part agrees to restore all areas disturbed during construction to the satisfaction of the Division Engineer of the party of the first part. The party of the second part agrees to excuse every reasonable precaution during construction and maintenance to prevent eroding of soil, silting or pollution of rivers, streams, lakes, reservoirs, other water impoundments, ground surfaces or other property, or pollution of the air. There shall be compliance with applicable rules and regulations of the North Carolina Division of Environmental Management, North Carolina Sedimentation Control Commission, and with ordinances and regulations of various counties, municipalities and other official agencies relating to pollution prevention and control. When any construction operation disturbs the ground surface and existing ground cover, the party of the second part agrees to remove and replace the sod or otherwise reestablish the grass cover to meet the satisfaction of the Division Engineer of the party of the first part.

That the party of the second part agrees to assume the actual cost of any inspection of the work considered to be necessary by the Division Engineer of the party of the first part.

That the party of the second part agrees to have available at the encroaching site, at all times during construction, a copy of this agreement showing evidence of approval by the party of the first part. The party of the first part reserves the right to stop all work unless evidence of approval can be shown.

Provided the work contained in this agreement is being performed on a completed highway open to traffic: the party of the second part agrees to give written notice to the Division Engineer of the party of the first part when all work contained herein has been completed. Unless specifically requested by the party of the first part, written notice of completion of work on highway projects under construction will not be required.

That in the case of noncompliance with the terms of this agreement by the party of the second part, the party of the first part reserves the right to stop all work until the facility has been brought into compliance or removed from the right of way at no cost to the party of the first part.

That it is agreed by both parties that this agreement shall become void if actual construction of the work contemplated herein is not begun within one (1) year from the date of authorization by the party of the first part unless written waiver is secured by the party of the second part from the party of the first part.

R/W (1613): Party of the Second Part certifies that this agreement is true and accurate copy of the form R/W (1613) incorporating all revisions to date.

FORM R/W 16.1B (May, 1982)
Page 1
IN WITNESS WHEREOF, each of the parties to this agreement has caused the same to be executed the day and year first above written.

DEPARTMENT OF TRANSPORTATION
For Karen E. Collette, P.E.
Asst Manager of Right of Way
Division Engineer

ATTEST OR WITNESS:

230 Government Center Drive, Suite 195
Wilmington, NC 28403
Second Party

INSTRUCTIONS

When the applicant is a corporation or a municipality, this agreement must have the corporate seal and be attested by the corporation secretary or by the empowered city official, unless a waiver of corporate seal and attestation by the secretary or by the empowered City official is on file in the Raleigh office of the Manager of Right of Way. In the space provided in this agreement for execution, the name of the corporation or municipality shall be typed above the name, and title of all persons signing the agreement should be typed directly below their signature.

When the applicant is not a corporation, then his signature must be witnessed by one person. The address should be included in this agreement and the names of all persons signing the agreement should be typed directly below their signature.

This agreement must be accompanied, in the form of an attachment, by plans or drawings showing the following applicable information:

1. All roadways and ramps.
2. Right of way lines and where applicable, the control of access lines.
3. Location of the proposed encroachment.
4. Length and type of encroachment.
5. Location by highway survey station number. If station number cannot be obtained, location should be shown by distance from some identifiable point, such as a bridge, road, intersection, etc. (To assist in preparation of the encroachment plan, the Department's roadway plans may be seen at the various Highway Division Offices, or at the Raleigh office.)
6. Drainage structures or bridges if affected by encroachment.
7. Typical section indicating the pavement design and width, and the slopes, widths and details for either a curb and gutter or a shoulder and ditch section, whichever is applicable.
8. Horizontal alignment indicating general curve data, where applicable.
9. Vertical alignment indicated by percent grade, P.I. station and vertical curve length, where applicable.
10. Amount of material to be removed and/or placed on NCDOT right of way, if applicable.
11. Cross-sections of all grading operations, indicating slope ratio and reference by station where applicable.
12. All pertinent drainage structures proposed. Include all hydraulic data, pipe sizes, structure details and other related information.
13. Erosion and sediment control.
14. Any special provisions or specifications as to the performance of the work or the method of construction that may be required by the Department must be shown on a separate sheet attached to encroachment agreement provided that such information cannot be shown on plans or drawings.
15. The Department's Division Engineer should be given notice by the applicant prior to actual starting of installation included in this agreement.
16. Method of handling traffic during construction where applicable.
17. Scale of plans, north arrow, etc.
ENCROACHMENT AGREEMENT
SPECIAL PROVISIONS

NCDOT WORK ZONE TRAFFIC CONTROL QUALIFICATIONS AND TRAINING PROGRAM

Effective July 1, 2010, all flagging operations within NCDOT Right of Way require qualified and trained Work Zone Flaggers.

Effective July 1, 2011, qualified and trained Work Zone Traffic Control Supervisors will be required on Significant Projects.

Training for this certification is provided by NCDOT approved training sources and by private entities that have been pre-approved to train themselves. If you have questions, contact our web site at https://connect.ncdot.gov/projects/WZTC/Pages/Training.aspx, or contact J.S. (Steve) Kite P.E. with NCDOT Work Zone Traffic Control Unit at (919) 662-4339 or skite@ncdot.gov

SP 1
Notify Mr. Nick Drees, Engineering Technician at the District office prior to beginning work and or backfilling pipe culvert for inspection of work and when work is satisfactorily completed. (910) 251-2655

SP 2
A Pre-Construction conference is required prior to performing any work under this agreement. The encroacher, engineer of record, contractor and all sub-contractors shall be in attendance. Please contact The District Office at (910) 251-2655 to schedule the conference.

SP 2-B
The County of New Hanover shall provide an independent on-site inspector that is approved by NCDOT. Inspector must be familiar with NCDOT Standards and Specifications. The independent inspector shall be on-site while work is being performed for the duration of the project. The independent inspector shall be present at all meetings and negotiations concerning this encroachment agreement.

SP 3
An executed copy of this encroachment agreement shall be present at the construction site at all times during construction. NCDOT reserves the right to stop all work unless evidence of approval can be shown. If safety or traffic conditions warrant such action, NCDOT reserves the rights to further limit, restrict, or suspend operations within the right of way.

SP 4
All materials and workmanship shall conform to the N. C. Department of Transportation’s Standards and Specifications.

SP 4-A
The current NCDOT Standard Specifications and Standard Drawings shall be fully adhered to for this encroachment agreement.

SP 5
The encroaching party is required to contact the appropriate Utility Companies involved and make satisfactory arrangements to adjust the utilities in conflict with the proposed work prior to beginning construction.

SP 5-A
Any alteration or deviation concerning the location of this utility as proposed by the attached approved plans, shall not be allowed until written approval in the form of an approved revision, has been applied for, approved and is made a part of this agreement package and on site. Failure to comply with this special provision shall result in an immediate work stoppage and removal of the installed utility or appurtenances.
SP 6
Proper temporary and permanent measures shall be used to control erosion and sedimentation in accordance with all Federal, State and local regulations. If any area in excess of one (1) acre will be disturbed, the Encroachee shall submit to the District Supervisors Office a Sediment and Erosion Control Plan which has been approved by the appropriate regulatory agency or authority prior to beginning any work on the Right of Way. Failure to provide this information shall be grounds for suspension of operations.

SP 6-A
Work may not proceed on this project until all permits from The U.S. Army Corps of Engineers, Department of Water Quality (DWQ) and North Carolina Department of Environment and Natural Resources (NCDENR) have been approved, received and distributed by the NCDOT.

SP 8
Proper traffic control devices, signs, etc. shall be installed to insure public safety in accordance with the latest edition of the Manual on Uniform Traffic Control Devices and any supplements.

The party of the second part shall provide traffic control devices, lane closures, road closures, positive protection and/or any other warning positive protection devices necessary for the safety of motorists and workers during construction and subsequent maintenance. This shall be performed in conformance with the latest NCDOT Roadway Standard Drawings and Standard Specifications for Roads and Structures and Amendments or Supplements thereto. When there is no guidance provided in the NCDOT Roadway Standard Drawings and Standard Specifications for Roads and Structures, comply with the Manual on Uniform Traffic Control Devices for Streets and Highways and Amendments or Supplements thereto. Information as to the above rules and regulations may be obtained from the NCDOT Division Engineer of the party of the first part.

The needs and control of all road users (motorists, bicyclists, and pedestrians within the highway, including persons with disabilities in accordance with the Americans with Disabilities Act of 1990 (ADA), Title II, Paragraph 35.130) through a TTC zone shall be an essential part of highway construction, utility work, maintenance operations, and the management of traffic incidents.

SP 8-C
The contractor shall not begin the construction until after the traffic control and erosion control devices have been installed to the satisfaction of the District Engineer.

SP 12-A
The (Town, County or City) of New Hanover has submitted a letter stating that the Town, County or City of will not release their contractor’s bond until The North Carolina Department of Transportation (NCDOT) agrees that the work performed under this permit meets or exceeds NCDOT standards and policies.

Or

New Hanover County has submitted a letter stating that New Hanover County will not release their contractor’s bond until The North Carolina Department of Transportation (NCDOT) agrees that the work performed under this permit meets or exceeds NCDOT standards and policies.

The applicant shall notify The Department of Transportation at (910) 251-2655 upon completion of the work for a final inspection to be performed by NCDOT personnel.

SP 14
Approval of this Encroachment does not include any portion of the work outside The North Carolina Department of Transportation’s Rights of Way.
SP 16
No lane closures shall be allowed between the hours of 6:00 am to 9:00 am and 4:00 pm to 7:00 pm. (Peak hours restricted). Further restrictions may apply due to traffic conditions. The contractor may work on the shoulder of this section of highway providing the traveling public is not hindered by their presence. Any delays, obstructions or interference with the traffic will be grounds for further restrictions and may require revocation of this permission.

SP 19
No lane closures or impediment to traffic shall be allowed on state holidays and local events.

SP 19-A
No lane closures or impediment to traffic shall be allowed on weekends without prior written approval from the District Engineer.

SP 20
Any work requiring equipment, material or personnel within five (5) feet of the edge of pavement of an undivided facility and within ten (10) feet of the edge of pavement of a divided facility shall require a lane closure with appropriate tapers.

SP 22
All open cuts shall be backfilled, paved and traversable prior to removing lane closure.

SP 24
A 50-foot mechanical overlay will be required for the disturbed area(s) thirty (30) days after pavement repair.

SP 25
The following Special Provision shall be adhered to UNLESS otherwise approved by the District Engineer:

- Pavements shall be cut full depth and removed.
- After trench work is complete, the edges of the existing pavement along the trench should be recut a minimum of 1’ wider on each side of the trench; or if the pavement is undermined, to 1’ beyond the undermined portion and remove the pavement. The design section stated below would be placed in those areas.
- The pavement design section for pavement repair shall be:
  - 11.0” B25.0C or B25.0B Asphalt Concrete Base Course (accomplished in 2 lifts minimum)
  - Mill the entire area 1.5” from 15’ back from the edge of the final pavement cut.
  - Overlay entire area with 2.0” S9.5C or S9.5B Asphalt Concrete Surface Course (13” of asphalt total).

SP 26
The minimum pavement design for widening and pavement repair shall be completed the same day cut is made (Std. 654.01).

SP 27
Only one lane closure in each direction. Pavement repair shall be made prior to reopening to traffic or removal of the traffic control.

SP 28
Only one lane closure in each direction. Work requiring lane or shoulder closures shall not be performed on both sides of the road simultaneously within the same area.
SP 29
All excavations inside the theoretical 1:1 slope from the existing edge of pavement to the bottom of the nearest trench wall shall be made in accordance with the following conditions:

A. All trench excavation inside the limits of the theoretical 1:1 slope, as defined by the policy, shall be completely backfilled and compacted at the end of each construction day. No portion of the trench shall be left open overnight.

B. The length of parallel excavation shall be limited to the length necessary to install and backfill one (1) joint of pipe at a time.

C. Traffic shall be moved to a travel lane outside the limits of a theoretical 1:1 slope from the bottom of the nearest trench wall to the pavement surface.

D. Installation of trench shoring shall be accomplished with minimal over-excavation. **Trench boxes shall not be used as shoring.**

E. An NCDOT Inspector, the cost of which to be borne by the party of the second part, shall be assigned to this project if deemed necessary by the Division Engineer.

F. The trench backfill material shall meet the Statewide Borrow Criteria. The trench shall be backfilled, in accordance with Section 300-7 of the January 2012 Statewide Standard Specifications for Roads and Structures, which basically requires the backfill material to be placed in layers not to exceed six (6”) inches loose and compacted to at least 95% of the density obtained by compacting a sample in accordance with AASHTO T99, as modified by DOT.

G. At the first sign of trench failure, a trench shall be immediately backfilled with materials consisting of A-1, A-3, A-2-4 soils or A-4 soils having a maximum of 45% passing a No. 200 sieve and a maximum P.I. of 6. All work shall cease, the Division Engineer shall be contacted. The Party of the Second Part shall be required to repair any damage to the pavement caused by the excavation.

SP 29-A
**Any excavation encroaching upon the theoretical 1:1 slope from the edge of pavement of any NCDOT maintained road shall require temporary active shoring. No work shall be performed prior to a temporary active shoring submittal, which includes design, calculations, and a geotechnical report, being reviewed and approved by NCDOT. It should be noted the review time for this submittal will be a minimum of two months.**

SP 33
All utility access points, such as manholes, handholes, splice boxes, junction boxes, vaults, and access covers, within NCDOT right of way from the roadway to the ditch or within clear recovery zone, whichever is greater, shall be designed for HS-20 loading rated for continuous traffic; otherwise, follow the NC Department of Transportation’s Standards and Specification Manuals. If any proposed structure is not of a design approved by NCDOT, the encroaching party shall submit details and design calculations signed and sealed by a Professional Engineer for approval prior to construction.

SP 33-A
All manholes, handholes and/or vaults shall be of a pre-approved design. If any proposed structure is not of a design pre-approved by NCDOT, the Encroachee shall submit details and design calculations signed and sealed by a Professional Engineer for approval prior to construction.

SP 34
The proposed manholes, handholes, valves or other appurtenances shall not be located in the existing ditch line, front slope of a ditch or in a manner that would restrict the maintenance or flow of the existing ditch line.
SP 36
All equipment and materials shall be removed from the NCDOT right of way when not in use.

SP 37
This encroachment is approved with the understanding that the North Carolina Department of Transportation does not guarantee the right of way on this road, nor will it be responsible for any claim for damages brought by any property owner by reason of the installation.

SP 40
Meter boxes, handholes, manholes and other appurtenances shall be located outside the Rights of Way or Control of Access right of way line.

SP 41
All curb and gutter disturbed or damaged shall be removed to the next joint and replaced.

SP 42
All driveways disturbed as a result of this encroachment shall be restored to the satisfaction of the District Engineer.

SP 43
Ingress and egress shall be maintained to all businesses and dwellings affected by the project. Special attention shall be paid to police and fire stations, fire hydrants, and hospitals.

SP 46
If existing guardrail is disturbed, it shall be reset back to NCDOT Standards and as directed by the District Engineer.

SP 47
Any drainage structure disturbed or damaged shall be restored to its original condition as directed by the District Engineer.

SP 55
The encroaching party shall comply with all applicable Federal, State and local environmental regulations, and shall obtain all necessary Federal, State and local environmental permits, including but not limited to, those related to sediment control, stormwater, wetland, streams, endangered species, and historical sites.

SP 56
Trenching, boring pits, and/or other excavations shall not be left open or unsafe overnight or during periods of construction inactivity. The contractor shall comply with all North Carolina Department of Transportation’s and OSHA requirements and provide a competent person on site to supervise excavations at all times.

Any part of excavations within the theoretical 1:1 slope of the roadway shall have active shoring in place and the approved plans at the construction site.

SP 57
Any pavement damaged due to installation of this utility or damaged by equipment used to install this utility, shall be resurfaced to the satisfaction of District Engineer.

SP 58
Right of Way monuments disturbed during construction shall be referenced by a Registered Land Surveyor and reset after construction.

SP 59
All roadway signs removed due to construction shall be reinstalled at the end of each day.
SP 60
Excavation material shall not be placed on the pavement. Drainage structures shall not be blocked with excavation material. Any damage to the existing roadway, including but not limited to the traffic markings and reflectors, shall be replaced to the satisfaction of the District Engineer.

SP 61
The proposed construction shall in no way impede or alter the drainage of the existing roadway. Reshape the shoulders and slopes to allow positive drainage.

SP 62

SP 65
No construction shall be permitted when shoulders are wet or when adverse weather affects the traveling public with poor visibility or wet road conditions.

SP 66
Shoulders, ditch slopes, and ditches disturbed as a result of this encroachment, shall be seeded, mulched and restored to the satisfaction of the County Maintenance Engineer or Division Roadside Environmental Engineer (see attached Seed Detail # SP 74).

SP 67
The issuance of this encroachment does not preclude the encroacher from complying with any and all statutes, rules, regulations, or ordinances which may be imposed by other government agencies (Federal, State, and local) which have jurisdiction.

SP 68
At no time will construction of any kind be performed within the rights of way on a state holiday without prior approval.

SP 69
No access, parking, or material storage shall be allowed along or inside the rights of way line.

SP 71
Wheelchair ramps in curb and gutter sections shall be placed in accordance with North Carolina Department of Transportation’s 848.05.

SP 73
Sidewalk shall be placed in accordance with The North Carolina Department of Transportation’s Standard 848.01. Sidewalk shall be maintained by the New Hanover County.
All areas disturbed by this encroachment work shall be seeded per the below noted seed detail.

**SEED DETAIL**

After the installation of the utility is complete, the area disturbed in a non-residential area shall be seeded as follows:

- **50 lbs./acre**  Tall Fescue
- **5 lbs./acre**  Centipede
- **50 lbs./acre**  PENSACOLA Bahiagrass
- **500 lbs./acre**  Fertilizer
- **4000 lbs./acre**  Limestone

All residential areas must be hand finished as directed by the Engineer to give a “lawn type appearance” and the following seed mix should be applied:

- **50 lbs./acre**  Tall Fescue Type I
- **50 lbs./acre**  Tall Fescue Type II
- **5 lbs./acre**  Centipede
- **500 lbs./acre**  Fertilizer
- **4000 lbs./acre**  Limestone

Type I and Type II Tall Fescue shall be separate varieties chosen from the list below:

- Adventure
- Adventure II
- Amigo
- Anthem
- Apache
- Apache II
- Arid
- Brookstone
- Bonanza
- Chesapeake
- Chieftain
- Coronado
- Crossfire II
- Debutante
- Duster
- Falcon
- Falcon II
- Finelawn Petite
- Finelawn
- Finelawn I
- Genesis
- Grande
- Guardian
- Hounddog
- Jaguar
- Jaguar III
- Kentucky 31
- Kitty Hawk
- Monarch
- Montauk
- Mustang
- Olympic
- Pacer
- Pixie
- Pyramid
- Rebel
- Rebel Jr.
- Rebel II
- Renegade
- Safari
- Shenandoah
- Titan
- Tomahawk
- Trailblazer
- Tribute
- Wrangler

For all mixtures:
- May 1- August 31- add 10 lbs./acre Kobe or Korean Lespodeza
- September 1- April 30- add 10 lbs./acre Rye Grain

**Crimping Straw Mulch**

Crimping shall be required with this agreement adjacent to any section of roadway where traffic is to be maintained or allowed during construction. In areas within six (6’) feet of the edge of pavement, straw is to be applied then crimped. After the crimping operation is complete, an additional application of straw shall be applied and immediately tacked with a sufficient amount of undiluted emulsified asphalt.

- Straw mulch shall be of sufficient length and quality to withstand the crimping operation.
- Crimping equipment including power source shall be subject to the approval of the Engineer providing that maximum spacing of crimper blades shall not exceed 8”.

**SP 74-A**

Proper seed bed preparation, seeding and mulching operations shall begin, not to exceed ten (10) calendar days, from the initial date of the ground disturbance activities. Any deviations from this requirement shall be cause for immediate stoppage of any further ground disturbance activities until all seeding and mulching is completed and has been brought to where the work stoppage began.
Environmentally Sensitive Areas:

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

Clearing and grubbing:

In areas identified on the erosion control plans as “Environmentally Sensitive Areas”, clearing operations can be performed, but not grubbing operations until immediately prior to beginning grading operations as described in Section 200, Article 200-1, in the Standard Specifications. The “Environmentally Sensitive Area” shall be defined as a 50 foot buffer zone on both sides of the stream (or depression) measured from top of streambank (or center of depression.) Only clearing operations (not grubbing) shall be allowed in this buffer zone until immediately prior to beginning grading operations. Erosion control devices shall be installed immediately following the clearing operation.

Grading:

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

Temporary Stream Crossings:

Any crossing of streams within the limits of this project must be accomplished in accordance with Section 107-13(b) of the Standard Specifications.

Seeding and mulching:

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

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

Stage Seeding:

The work covered by this section shall consist of the establishment of a vegetative cover on cut and fill slopes as grading progresses. Seeding and mulching shall be done in stages on cut and fill slopes that are greater than 20 feet in height or greater than 2 acres in area. Each stage shall not exceed the limits stated above.
NORTH CAROLINA ADMINISTRATIVE CODE
HIGHWAY OBSTRUCTIONS INTERFERING
WITH TRAFFIC MAINTENANCE
19A NCAC 2E.0404

Highway obstructions include driveway headwalls, fences, rural mailboxes, newspaper delivery boxes and other roadside obstructions interfering with traffic or maintenance.

(1) It shall be unlawful to place any highway obstruction, including a driveway headwall, fence, rural mailbox, newspaper delivery box or other roadside obstruction, so as to interfere with the traffic or maintenance of the roads and highways of the state highway system.

(2) If the department determines, that any highway obstruction, including a driveway headwall, fence, rural mailbox, newspaper delivery box, its supports or other roadside obstruction, constitutes an unreasonable roadside collision hazard, the highway obstruction shall be removed by the person responsible for placing the obstruction within the right-of-way within 30 days of receipt of a written notice from the department to the person responsible for placing the obstruction within the right-of-way.

(3) Only mailboxes or newspaper delivery boxes with non-rigid type posts, such as a 4" x 4" wooden or a small diameter metal type, are permitted on road additions made to the state highway system after May 3, 1990. The location within the right of way of an addition to the system of any brick columns, mailboxes or newspaper delivery boxes on rigid stands such as block, stone or any other, type determined to be a traffic hazard is prohibited.

(4) The failure of the person responsible for placing the unlawful obstruction within the right of way, to remove the obstruction within 30 days after written notice by the Department of Transportation shall constitute a misdemeanor. Failure to remove or make safe any mailbox or newspaper delivery its supports or any other obstruction within the specified 30 days of this Rule shall be cause for the Department’s Division Engineer to take action to remove the unacceptable mailbox or newspaper delivery box, its supports or other obstruction installation and also bill the responsible party for the expense of removal if appropriate. (See page 15, No.18)
North Carolina Department of Transportation’s
Implementation of the FHWA Final Rule on Safety & Mobility
23 CFR 630 Subparts J & K
Work Zone Qualification and Training Component

This Final Rule had an effective implementation date of October 12, 2007. Subpart J of the Final Rule on highway work zone regulations includes various sections such as Temporary Traffic Control Plan development, Transportation Management Plan development, Public Information Plan development, development of an Agency Work Zone Policy, implementation of a Work Zone Audit and data tracking program, and a comprehensive training component. Subpart K of the Final Rule on Highway Work Zone regulations includes uses of Temporary Traffic Control Devices to protect workers and motorists in Temporary Traffic Control Work Zones. The NCDOT has created a basic policy as required by the Final Rule that covers the design and implementation of Traffic Management Plans and Temporary Traffic Control Plans. This document does not currently include the Knowledge and Training Component. The current Work Zone Safety & Mobility Policy can be found at the Work Zone Traffic Control website:

https://connect.ncdot.gov/projects/wztc/Pages/default.aspx

The Final rule “specifies that agencies require appropriate training for personnel involved in the development, design, implementation, operation, inspection, and enforcement of work zone related transportation management and traffic control”. It also requires “periodic training updates”. The people who need this training include “transportation planners, design engineers, traffic and safety engineers, temporary traffic control designers and program managers, regional construction managers, construction project staff, maintenance staff, and contractor and utility staff”. “Training needs to be appropriate to an individual’s job responsibilities and to the job decisions each individual needs to make”.

The NCDOT will require workers to have work zone safety knowledge and any training needed to gain that knowledge for all work performed by any agency, contractor, company, or individual while inside Highway Rights of Way. Subpart J and K of the Final Rule will be included in this information. The work zone safety knowledge levels and implementation dates are described below. It is expected that work zone safety knowledge levels will increase as an individual’s job responsibilities increase.


A list of sources for training of the various knowledge levels can be found at the Work Zone Traffic Control Section website:

https://connect.ncdot.gov/projects/WZTC/Pages/Training.aspx

While no specific training session is recommended for the Maintenance / Utility
Traffic Control Guidelines, several sources are listed. Flagger certification can be obtained thru the listed training sources. Some of those training sources can provide Flagger Instructor courses that allow agencies and firms to train their own personnel as flaggers using that training sources material with permission. Agencies and firms may decide to create their own course. Contact the Work Traffic Control Section through Steve Kite at 919-662-4339 for details on this process. Work Zone Supervisor Qualification is obtained by passing a NCDOT approved training course together with a review of each applicant’s work experience. Applications for Work Zone Supervisor Certifications may be obtained through the above listed website.

NCDOT expects this training to create a pyramid of Work Zone Traffic Safety decision making such that each agency and company will have trained personnel to answer questions and make decisions appropriate to the level of complexity of the work zone. This pyramid will include the NCDOT Work Zone Traffic Control Section. It is expected that each agency, contractor, and company in charge of overseeing work zone Temporary Traffic Control operations and installations inside the Highway Right of Way have at least one Qualified Work Zone Supervisor available to make decisions for their firm. The size of the firm and the complexity of their work zones will guide the number of Work Zone Supervisors needed.

All employers will maintain records of training provided under this program with the names of those trained, the date and location of the training, name of the trainer, any certifications provided, and employee test scores and work experience if required.

Created 2-9-10
Updated 3-13-13

Work Zone Safety Knowledge levels

NCDOT Maintenance / Utility Traffic Control Guidelines
All personnel performing any activity inside the highway right of way will be familiar with the NCDOT Maintenance / Utility Traffic Control Guidelines. Training for this document may be provided through agency/company developed training, or safety meetings or tailgate meetings. Personnel may also attend a Joint NCDOT/Industry sponsored Technical Training event or other enhanced work zone safety training. This Maintenance / Utility Traffic Control Guideline should be placed in each work vehicle.

This document covers work zone safety knowledge for a wide range of job responsibilities. Employees working in any given job may not need to know all the information contained in this document. The employer will determine what elements of the Maintenance / Utility Traffic Control Guidelines apply to each employee based on their job responsibilities. It is expected that as job responsibilities increase work zone safety knowledge levels will increase. No specific training course or test is required for qualification in the Maintenance / Utility Traffic Control Guidelines.

Implementation date: November 30, 2010

Qualified Work Zone Flagger
All personnel performing flagging, spotting, or operating Automated Flagger Assist Devices (AFAD) inside the highway right of way will be trained in an NCDOT approved Flagger Course. A written test is required with a passing grade of 70 or better. Flaggers will carry a card issued by the certifying firm that shows the dates of certification with recertification at regular intervals. NCDOT Flagger Instructor Courses are also available.
Implementation date: July 1, 2010

Qualified Work Zone Supervisor
All personnel in charge of overseeing work zone Temporary Traffic Control operations and installations inside the highway right of way will be trained in an NCDOT approved Qualified Work Zone Supervisor Course. Passing a written test on the course materials together with a minimum of two years of Temporary Work Zone Traffic Control “On the Job Training” will be required. A Qualified Work Zone Supervisor will carry a card issued by NCDOT that shows the dates of certification with recertification at regular intervals. A Work Zone Supervisor Instructor Course or method is currently available.

Created 2-9-10
Updated 3-13-13

Qualified Work Zone Supervisor (Cont’d)

Requirements for North Carolina Local Governments.
Since local governments have many different issues regarding work zone safety, short duration, low number of employees, limited speed limits, and various other differences, the following rule shall apply:
Cities, Towns, and Villages with less than 50,000 population and state roads with a speed limit less than 55 miles per hour shall have at least one employee trained to a level equivalent to the basic level of the Institute of Transportation Research and Education’s (ITRE) program. It is strongly recommended that there be two employees trained to cover absences.
The North Carolina Department of Transportation will recognize a card of certification issued by the North Carolina League of Municipalities to city and town employees with populations under 50,000 only. This card will not be recognized if the holder’s employment changes to a town outside of this limitation or to a private company. The League will work with the NCDOT to ensure that the training and course content meet the objectives of the NCDOT Work Zone Qualification and training program.
The certification will be in effect for 4 years and then the employee must renew their card.
Cities with populations of more than 50,000 are required to have at least one employee trained through one of the NCDOT approved training resources. Again, it is recommended that more than one employee qualify and in larger cities, one from each department.

Implementation date: July 1, 2011

Qualified Work Zone Designer (New – Proposed)
All personnel in charge of Temporary Traffic Control Plan development, Transportation Management Plan development, and/or Public Information Plan development inside the highway right of way will be trained in an NCDOT approved Work Zone Designer Course. A written test is required with a passing grade of 80 or better. A minimum of 2 years of experience in Work Zone Traffic Control Design will be needed to qualify. A Work Zone Designer will carry a card issued by the certifying firm that shows the dates of certification with recertification at regular intervals. Work Zone Designer Instructor Courses are NOT available.
Proposed implementation date: 2013
April 27, 2017

Mr. Nick Drees  
North Carolina Department of Transportation  
300 Division Drive  
Wilmington, NC 28401

Subject: EB-5543 Middle Sound Greenway

Dear Mr. Drees,

New Hanover County will not release the bond on our contractor until the North Carolina Department of Transportation has satisfactorily inspected the work related to the EB-5543 Middle Sound Greenway project.

If you have any questions, please contact me at (910)798-7635.

Sincerely,

Tara Duckworth  
Parks and Gardens Director
North Carolina Department of Environment and Natural Resources  
Division of Energy, Mineral, and Land Resources  
Stormwater Section

Tracy E. Davis, PE, CPM  
Director

March 24, 2014

Tim Burgess, Assistant County Manager  
New Hanover County  
230 Government Center Drive, Suite 195  
Wilmington, NC 28403

Subject:  
State Stormwater Management Permit No. SW8 140209  
Middle Sound Greenway  
Other Commercial Project (Class SA waters)  
New Hanover County

Dear Mr. Burgess:

The Wilmington Regional Office received a complete, Stormwater Management Permit Application for Middle Sound Greenway on February 10, 21014. Staff review of the plans and specifications has determined that the project, as proposed, will comply with the Stormwater Regulations set forth in Title 15A NCAC 2H.1000 and Session Law 2008-211. We are forwarding Permit No. SW8 140209 dated March 24, 2014, for the construction, operation and maintenance of the BMP’s and built-upon area associated with the subject project.

This permit shall be effective from the date of issuance until March 24, 2022, and shall be subject to the conditions and limitations as specified therein, and does not supersede any other agency permit or approval. Please pay special attention to the requirements for Operation and Maintenance, recording of deed restrictions, the procedures for permit transfer and permit renewal in this permit. Failure to establish an adequate system for operation and maintenance of the stormwater management system, to record deed restrictions, to follow the permit transfer procedure or to renew the permit will result in future compliance problems.

If any parts, requirements, or limitations contained in this permit are unacceptable, you have the right to request an adjudicatory hearing by filing a petition with the Office of Administrative Hearings (OAH). The petition must conform to Chapter 150B of the North Carolina General Statutes, and must be filed with the OAH within thirty (30) days of receipt of this permit. A petition is considered filed when it is received in the Office of Administrative Hearings during normal office hours. The OAH accepts filings Monday through Friday between the hours of 8:00 a.m. and 5:00 p.m., except for official state holidays. The petition may be filed by facsimile (fax) or electronic mail by an attached file (with restrictions) - provided the signed original, one (1) copy and a filing fee (if a filing fee is required by NCGS §150B-23.2) is received in the OAH within seven (7) business days following the faxed or electronic transmission. Unless such demands are made this permit shall be final and binding. You should contact the OAH with all questions regarding the filing fee and/or the details of the filing process. The mailing address, telephone and fax numbers for the Office of Administrative Hearings are: 6714 Mail Service Center, Raleigh, NC 27699-6714. Telephone 919-733-2898. FAX 919-733-3378.

If you have any questions, or need additional information concerning this matter, please contact Chris Baker, at (910) 796-7215.

Sincerely,

[Signature]

for Tracy Davis, P. E., Director  
Division of Energy, Mineral, and Land Resources

GDS/csb:  
G:\WQSG\Stormwater\Permits & Projects\2014\140209 \HD\2014 03 permit 104209  
cc:  
Jeffery Moore, P. E., Kimley-Horn and Associates, Inc.  
New Hanover County Building Inspections  
New Hanover County Engineering  
Wilmington Regional Office Stormwater File

Wilmington Regional Office  
127 Cardinal Drive Extension, Wilmington, North Carolina 28405  Phone: (910) 796-7215 / Fax: (910) 350-2004
STATE OF NORTH CAROLINA
DEPARTMENT OF ENVIRONMENT AND NATURAL RESOURCES
DIVISION OF ENERGY, MINERAL AND LAND RESOURCES

STATE STORMWATER MANAGEMENT PERMIT

OTHER COMMERCIAL DEVELOPMENT SA WATERS

In accordance with the provisions of Article 21 of Chapter 143, General Statutes of North Carolina as amended, and other applicable Laws, Rules, and Regulations

PERMISSION IS HEREBY GRANTED TO

New Hanover County
Middle Sound Greenway
Middle Sound Loop Road, Wilmington, New Hanover County

FOR THE

construction, operation and maintenance of filtration swales discharging to Class SA waters in compliance with the provisions of 15A NCAC 2H .1000 and Session Law 2008-211 (hereafter collectively referred to as the "stormwater rules") the approved stormwater management plans and specifications and other supporting data as attached and on file with and approved by the Division of Energy, Mineral and Land Resources and considered a part of this permit.

This permit shall be effective from the date of issuance until March 24, 2022, and shall be subject to the following specified conditions and limitations:

I. DESIGN STANDARDS

1. This permit is effective only with respect to the nature and volume of stormwater described in the application and other supporting data.

2. This stormwater system has been approved for the management of stormwater runoff as described in this permit. The stormwater control has been designed to handle the runoff from 15,790 sf of impervious area in drainage area #1 and 9,170 sf of impervious area in drainage area #2.

3. A 50’ wide vegetative buffer must be provided adjacent to surface waters, measured horizontally from and perpendicular to the normal pool of impounded structures, the top of the bank of both sides of streams and rivers and the mean high water line of tidal waters.

4. The stormwater runoff must flow overland in a sheet flow manner and through vegetative swales designed to pass the peak flow from the 10 year storm in a diffuse, non-erosive manner.

5. The drainage areas will be limited to the amounts of built-upon-area (BUA) indicated in section I.1 of this permit. No future or reserved BUA will be allowed under this permit without a permit modification.
6. All stormwater collection and treatment systems must be located in either dedicated common areas or recorded easements. The final plats for the project will be recorded showing all required easements.

7. The runoff from all built-upon area within the permitted drainage areas of this project must be directed into the permitted stormwater control system.

II. SCHEDULE OF COMPLIANCE

1. The stormwater management system shall be constructed in its entirety, vegetated and operational for its intended use prior to the construction of any built-upon surface.

2. During construction, erosion shall be kept to a minimum and any eroded areas of the system will be repaired immediately.

3. Upon completion of construction and prior to operation of this permitted facility, the permittee shall cause a certification from an appropriate designer for the system installed to be submitted, certifying that the permitted facility has been installed in accordance with this permit, the approved plans and specifications, and other supporting documentation. Any deviations from the approved plans and specifications must be noted on the said Certification. A modification may be required for those deviations.

4. The permittee shall at all times provide the operation and maintenance necessary to assure the permitted stormwater system functions at optimum efficiency. The approved Operation and Maintenance Plan must be followed in its entirety and maintenance must occur at the scheduled intervals including, but not limited to:
   a. Semiannual scheduled inspections (every 6 months).
   b. Sediment removal.
   c. Mowing and re-vegetation of slopes and the vegetated filter.
   d. Immediate repair of eroded areas.
   e. Maintenance of all slopes in accordance with approved plans and specifications.
   f. Debris removal and unclogging of outlet structure, orifice device, flow spreader, catch basins and piping.
   g. Access to the outlet structure must be available at all times.

5. The facilities shall be constructed in accordance with the conditions of this permit, the approved plans and specifications, and other supporting data.

6. The permittee shall submit to the Director and shall have received approval for revised plans, specifications, and calculations prior to construction, for any modification to the approved plans, including, but not limited to, those listed below:
   a. Any revision to any item shown on the approved plans, including the stormwater management measures, built-upon area, details, etc.
   b. Redesign or addition to the approved amount of built-upon area or to the drainage area.
   c. Further development, subdivision, acquisition, lease or sale of any, all or part of the project area. The project area is defined as all property owned by the permittee, for which Sedimentation and Erosion Control Plan approval or a CAMA Major permit was sought.
   d. Filling in, altering, or piping of any vegetative conveyance shown on the approved plan.
   e. The construction of any permitted BUA within the undeveloped future areas shown on the approved plans.
7. If the stormwater system was used as an Erosion Control device, it must be restored to design condition prior to operation as a stormwater treatment device, and prior to occupancy of the facility.

8. Access to the stormwater facilities for inspection and maintenance shall be maintained via appropriate recorded easements at all times.

9. A copy of the approved plans and specifications shall be maintained on file by the Permittee at all times.

10. The Director may notify the permittee when the permitted site does not meet one or more of the minimum requirements of the permit. Within the time frame specified in the notice, the permittee shall submit a written time schedule to the Director for modifying the site to meet minimum requirements. The permittee shall provide copies of revised plans and certification in writing to the Director that the changes have been made.

III. GENERAL CONDITIONS

1. This permit is not transferable to any person or entity except after notice to and approval by the Director. At least 30 days prior to a change of ownership, or a name change of the permittee or of the project, or a mailing address change, the permittee must submit a completed and signed Name/Ownership Change Form to the Division of Energy, Mineral and Land Resources, accompanied by the supporting documentation as listed on the form. The approval of this request will be considered on its merits and may or may not be approved.

2. The permittee is responsible for compliance with all permit conditions until such time as the Division approves the transfer request. Neither the sale of the project nor the conveyance of common area to a third party constitutes an approved transfer of the stormwater permit.

3. Failure to abide by the conditions and limitations contained in this permit may subject the Permittee to enforcement action by the Division of Energy, Mineral and Land Resources, in accordance with North Carolina General Statute 143-215.6A to 143-215.6C.

4. The issuance of this permit does not preclude the Permittee from complying with any and all statutes, rules, regulations, or ordinances, which may be imposed by other government agencies (local, state, and federal) having jurisdiction.

5. In the event that the facilities fail to perform satisfactorily the Permittee shall take immediate corrective action, including those as may be required by this Division such as the construction of additional or replacement stormwater management systems. Additional or replacement stormwater management systems shall receive a permit from the Division prior to construction.

6. The permittee grants DENR Staff permission to enter the property during normal business hours for the purpose of inspecting all components of the permitted stormwater management facility.

7. The permit remains in force and effect until modified, revoked, terminated or renewed. The permit may be modified, revoked and reissued or terminated for cause. The filing of a request for a permit modification, revocation and reissuance or termination does not stay any permit condition.
8. Unless specified elsewhere, permanent seeding requirements for the stormwater control must follow the guidelines established in the North Carolina Erosion and Sediment Control Planning and Design Manual.

9. Approved plans, specifications, application forms, and design calculations for this project are incorporated by reference and are enforceable parts of the permit.

10. The permittee shall submit a permit renewal request at least 180 days prior to the expiration date of this permit. The renewal request must include the appropriate documentation and the processing fee.

Permit issued this the 24th day of March, 2014.

NORTH CAROLINA ENVIRONMENTAL MANAGEMENT COMMISSION

[Signature]

for Tracy Davis, P. E., Director
Division of Energy, Mineral, and Land Resources
By Authority of the Environmental Management Commission
Middle Sound Greenway  
Stormwater Permit No. SW8 140209  
New Hanover County

Designer's Certification

I, ________________________, as a duly registered ________________________ in the State of North Carolina, having been authorized to observe (periodically/ weekly/ full time) the construction of the project, ____________________________ (Project)

for __________________________ (Project Owner) hereby state that, to the best of my abilities, due care and diligence was used in the observation of the project construction such that the construction was observed to be built within substantial compliance and intent of the approved plans and specifications.

The checklist of items on page 2 of this form is included in the Certification.

Noted deviations from approved plans and specifications:

__________________________________________________________
Signature

__________________________________________________________
Registration Number

__________________________________________________________
Date

SEAL
Certification Requirements:

1. The drainage area to the system contains approximately the permitted acreage.

2. The drainage area to the system contains no more than the permitted amount of built-upon area.

3. All the built-upon area associated with the project is graded such that the runoff drains to the system.

4. All roof drains are located such that the runoff is directed into the system.

5. The outlet structure elevations are per the approved plan.

6. The outlet structure is located per the approved plans.

7. Trash rack is provided on the outlet structure.

8. All slopes above permanent pool are grassed with permanent vegetation.

9. Vegetated slopes above permanent pool are no steeper than 3:1.

10. The inlets are located per the approved plans and do not cause short-circuiting of the system.

11. The permitted amounts of surface area and/or volume have been provided.

12. Required drawdown devices are correctly sized and located per the approved plans.

13. All required design depths are provided.

14. All required parts of the system are provided, such as a vegetated shelf, a forebay, a vegetated filter, level spreader and a secondary BMP.

15. The required system dimensions are provided per the approved plans.

16. All components of the stormwater BMP are located in either recorded common areas, or recorded easements.

cc: NCDENR-DEMLR Regional Office
New Hanover County Building Inspections
State of North Carolina
Department of Environment and Natural Resources
Division of Energy, Mineral and Land Resources

STORMWATER MANAGEMENT PERMIT APPLICATION FORM
This form may be photocopied for use as an original

I. GENERAL INFORMATION

1. Project Name (subdivision, facility, or establishment name - should be consistent with project name on plans, specifications, letters, operation and maintenance agreements, etc.):
   Middle Sound Greenway

2. Location of Project (street address):
   Middle Sound Loop Road at Red Cedar Road
   City: Wilmington        County: New Hanover        Zip: 28411

3. Directions to project (from nearest major intersection):
   From the intersection of US Hwy 74 and US Hwy 17 head northeast on US hwy 17 (Market St) 3.1 miles and
   turn right on Middle Sound Loop Road 0.5 miles to Red Cedar Road

4. Latitude: 34° 16' 02" N    Longitude: 77° 48' 36" W    of the main entrance to the project.

II. PERMIT INFORMATION:

1. a. Specify whether project is (check one):
   ☑ New      ☐ Modification    ☐ Renewal w/ Modification†

       †Renewals with modifications also requires SWU-102 - Renewal Application Form

   b. If this application is being submitted as the result of a modification to an existing permit, list the existing
      permit number_________________________, its issue date (if known)__________________________ and the status of
      construction: ☑ Not Started    ☑ Partially Completed*    ☑ Completed*    *provide a designer's certification

2. Specify the type of project (check one):
   ☐ Low Density    ☐ High Density    ☐ Drains to an Offsite Stormwater System    ☑ Other

3. If this application is being submitted as the result of a previously returned application or a letter from
   DEMLR requesting a state stormwater management permit application, list the stormwater project number,
   if assigned, ___________________________ and the previous name of the project, if different than currently
   proposed, ___________________________

4. a. Additional Project Requirements (check applicable blanks; information on required state permits can be
       obtained by contacting the Customer Service Center at 1-877-623-6748):

       ☐ CAMA Major    ☑ Sedimentation/Erosion Control: 2__ ac of Disturbed Area
       ☐ NPDES Industrial Stormwater    ☐ 404/401 Permit: Proposed Impacts

   b. If any of these permits have already been acquired please provide the Project Name, Project/Permit Number,
      issue date and the type of each permit:

5. Is the project located within 5 miles of a public airport?    ☑ No    ☑ Yes

   *For yes, see S.L. 2012-200, Part VI: http://portal.ncdens.org/web/jr/rules-and-regulations

Received: FEB 18 2014

Form SWU-101 Version Oct. 31, 2013 Page 1 of 6
III. CONTACT INFORMATION

1. a. Print Applicant / Signing Official's name and title (specifically the developer, property owner, lessee, designated government official, individual, etc. who owns the project):

Applicant/Organization: New Hanover County

Signing Official & Title: Tim Burgess, Assistant County Manager

b. Contact information for person listed in item 1a above:

Street Address: 230 Government Center Drive, Suite 195

City: Wilmington State: NC Zip: 28403

Mailing Address (if applicable): Same as Above

City:_________ State:_________ Zip:_________

Phone: (910 ) 798-7184 Fax: (910 ) 798-7053

Email: tburgess@nhc.gov.com

c. Please check the appropriate box. The applicant listed above is:

☑ The property owner (Skip to Contact Information, item 3a)
☐ Lessee* (Attach a copy of the lease agreement and complete Contact Information, item 2a and 2b below)
☐ Purchaser* (Attach a copy of the pending sales agreement and complete Contact Information, item 2a and 2b below)
☐ Developer* (Complete Contact Information, item 2a and 2b below.)

2. a. Print Property Owner's name and title below, if you are the lessee, purchaser or developer. (This is the person who owns the property that the project is located on):

Property Owner/Organization:_________

Signing Official & Title:_________

b. Contact information for person listed in item 2a above:

Street Address:_________

City:_________ State:_________ Zip:_________

Mailing Address (if applicable):_________

City:_________ State:_________ Zip:_________

Phone:_________ Fax:_________

Email:_________

3. a. (Optional) Print the name and title of another contact such as the project's construction supervisor or other person who can answer questions about the project:

Other Contact Person/Organization: Karyn Crichton/New Hanover County Planning & Inspections

Signing Official & Title: Tim Burgess, Assistant County Manager

b. Contact information for person listed in item 3a above:

Mailing Address: 230 Government Center Drive, Suite 110

City: Wilmington State: NC Zip: 28403

Phone: (910 ) 798-7085 Fax: (910 ) 798-7053

Email: kcrichton@nhc.gov.com

4. Local jurisdiction for building permits: New Hanover County

Point of Contact: N/A Phone #: ( )

Form SWU-101 Version Oct. 31, 2013 Page 2 of 6
IV. PROJECT INFORMATION

1. In the space provided below, briefly summarize how the stormwater runoff will be treated.

Stormwater runoff from the BUA will be treated through the use of grass filter strips, vegetated conveyance
swales and forest systems to the maximum extent practicable.

2. a. If claiming vested rights, identify the supporting documents provided and the date they were approved:

- Approval of a Site Specific Development Plan or PUD
- Valid Building Permit
- Other:

   Approval Date: __________
   Issued Date: __________
   Date: __________

b. If claiming vested rights, identify the regulation(s) the project has been designed in accordance with:

- Coastal SW - 1995
- Ph II - Post Construction

3. Stormwater runoff from this project drains to the Cape Fear River basin.

4. Total Property Area: 1.6 acres

5. Total Coastal Wetlands Area: 0 acres

6. Total Surface Water Area: 0 acres

7. Total Property Area (4) - Total Coastal Wetlands Area (5) - Total Surface Water Area (6) = Total Project Area: 1.6 acres

* Total project area shall be calculated to exclude the following: the normal pool of impounded structures, the area between the banks of streams and rivers, the area below the Normal High Water (NHW) line or Mean High Water (MHW) line, and coastal wetlands landward from the NHW (or MHW) line. The resultant project area is used to calculate overall percent built upon area (BUA). Non-coastal wetlands landward of the NHW (or MHW) line may be included in the total project area.

8. Project percent of impervious area: (Total Impervious Area / Total Project Area) X 100 = 36.7 %

9. How many drainage areas does the project have? For high density, count 1 for each proposed engineered stormwater BMP. For low density and other projects, use 1 for the whole property area

10. Complete the following information for each drainage area identified in Project Information item 9. If there are more than four drainage areas in the project, attach an additional sheet with the information for each area provided in the same format as below.

<table>
<thead>
<tr>
<th>Basin Information</th>
<th>Draining Area 1</th>
<th>Draining Area 2</th>
<th>Draining Area 3</th>
<th>Draining Area 4</th>
</tr>
</thead>
<tbody>
<tr>
<td>Receiving Stream Name</td>
<td>Howe Creek</td>
<td>Pages Creek</td>
<td></td>
<td></td>
</tr>
<tr>
<td>Stream Class *</td>
<td>SA; ORW</td>
<td>SA; HQW</td>
<td></td>
<td></td>
</tr>
<tr>
<td>Stream Index Number *</td>
<td>18-87-23</td>
<td>18-87-22</td>
<td></td>
<td></td>
</tr>
<tr>
<td>Total Drainage Area (sf)</td>
<td>44,690</td>
<td>23,360</td>
<td></td>
<td></td>
</tr>
<tr>
<td>On-site Drainage Area (sf)</td>
<td>44,690</td>
<td>23,360</td>
<td></td>
<td></td>
</tr>
<tr>
<td>Off-site Drainage Area (sf)</td>
<td>0</td>
<td>0</td>
<td></td>
<td></td>
</tr>
<tr>
<td>Proposed Impervious Area** (sf)</td>
<td>15,790</td>
<td>9,170</td>
<td></td>
<td></td>
</tr>
<tr>
<td>% Impervious Area** (total)</td>
<td>35.3</td>
<td>39.3</td>
<td></td>
<td></td>
</tr>
</tbody>
</table>

<table>
<thead>
<tr>
<th>Impervious** Surface Area</th>
<th>Draining Area 1</th>
<th>Draining Area 2</th>
<th>Draining Area 3</th>
<th>Draining Area 4</th>
</tr>
</thead>
<tbody>
<tr>
<td>On-site Buildings/Lots (sf)</td>
<td>0</td>
<td>0</td>
<td></td>
<td></td>
</tr>
<tr>
<td>On-site Streets (sf)</td>
<td>300</td>
<td>70</td>
<td></td>
<td></td>
</tr>
<tr>
<td>On-site Parking (sf)</td>
<td>0</td>
<td>0</td>
<td></td>
<td></td>
</tr>
<tr>
<td>On-site Sidewalks (sf)</td>
<td>4,530</td>
<td>0</td>
<td></td>
<td></td>
</tr>
<tr>
<td>Other on-site (sf)</td>
<td>7,440</td>
<td>8,330</td>
<td></td>
<td></td>
</tr>
<tr>
<td>Future (sf)</td>
<td>0</td>
<td>0</td>
<td></td>
<td></td>
</tr>
<tr>
<td>Off-site (sf)</td>
<td>0</td>
<td>0</td>
<td></td>
<td></td>
</tr>
<tr>
<td>Existing BUA*** (sf)</td>
<td>3,520</td>
<td>770</td>
<td></td>
<td></td>
</tr>
<tr>
<td>Total (sf)</td>
<td>15,790</td>
<td>9,170</td>
<td></td>
<td></td>
</tr>
</tbody>
</table>

* Stream Class and Index Number can be determined at: http://portal.ncdenr.org/web/owps/esw/classifications

** Impervious area is defined as the built upon area including, but not limited to, buildings, roads, parking areas, sidewalks, gravel areas, etc.

*** Report only that amount of existing BUA that will remain after development. Do not report any existing BUA that is to be removed and which will be replaced by new BUA.

Form SWU-101  Version Oct. 31, 2013  Page 3 of 6
Projects in Union County: Contact DEMLR Central Office staff to check if the project is located within a Threatened & Endangered Species watershed that may be subject to more stringent stormwater requirements as per 15A NCAC 02B.9500.

V. SUPPLEMENT AND O&M FORMS

The applicable state stormwater management permit supplement and operation and maintenance (O&M) forms must be submitted for each BMP specified for this project. The latest versions of the forms can be downloaded from http://portal.ncdenr.org/web/wq/ws/su/bmp-manual.

VI. SUBMITTAL REQUIREMENTS

Only complete application packages will be accepted and reviewed by the Division of Energy, Mineral and Land Resources (DEMLR). A complete package includes all of the items listed below. A detailed application instruction sheet and BMP checklists are available from http://portal.ncdenr.org/web/wq/ws/su/statesw/forms_docs. The complete application package should be submitted to the appropriate DEMLR Office. (The appropriate office may be found by locating project on the interactive online map at http://portal.ncdenr.org/web/wq/ws/su/maps.)

Please indicate that the following required information have been provided by initialing in the space provided for each item. All original documents MUST be signed and initialed in blue ink. Download the latest versions for each submitted application package from http://portal.ncdenr.org/web/wq/ws/su/statesw/forms_docs.

1. Original and one copy of the Stormwater Management Permit Application Form. ____________

2. Original and one copy of the signed and notarized Deed Restrictions & Protective Covenants Form. (if required as per Part VII below) ____________

3. Original of the applicable Supplement Form(s) (sealed, signed and dated) and O&M agreement(s) for each BMP. ____________

4. Permit application processing fee of $505 payable to NCDENR. (For an Express review, refer to http://www.envhelp.org/pages/onestopexpress.html for information on the Express program and the associated fees. Contact the appropriate regional office Express Permit Coordinator for additional information and to schedule the required application meeting.) ____________

5. A detailed narrative (one to two pages) describing the stormwater treatment/management for the project. This is required in addition to the brief summary provided in the Project Information, item 1. ____________

6. A USGS map identifying the site location. If the receiving stream is reported as class SA or the receiving stream drains to class SA waters within ½ mile of the site boundary, include the ½ mile radius on the map. ____________

7. Sealed, signed and dated calculations (one copy). ____________

8. Two sets of plans folded to 8.5" x 14" (sealed, signed, & dated), including:
   a. Development/Project name. ____________
   b. Engineer and firm. ____________
   c. Location map with named streets and NCSG numbers. ____________
   d. Legend. ____________
   e. North arrow. ____________
   f. Scale. ____________
   g. Revision number and dates. ____________
   h. Identify all surface waters on the plans by delineating the normal pool elevation of impounded structures, the banks of streams and rivers, the MHW or NHW line of tidal waters, and any coastal wetlands landward of the MHW or NHW lines.
      • Delineate the vegetated buffer landward from the normal pool elevation of impounded structures, the banks of streams or rivers, and the MHW (or NHW) of tidal waters. ____________
   i. Dimensioned property/project boundary with bearings & distances. ____________
   j. Site Layout with all BUA identified and dimensioned. ____________
   k. Existing contours, proposed contours, spot elevations, finished floor elevations. ____________
   l. Details of roads, drainage features, collection systems, and stormwater control measures. ____________
   m. Wetlands delineated, or a note on the plans that none exist. (Must be delineated by a qualified person. Provide documentation of qualifications and identify the person who made the determination on the plans.) ____________
   n. Existing drainage (including off-site), drainage easements, pipe sizes, runoff calculations. ____________
   o. Drainage areas delineated (included in the main set of plans, not as a separate document). ____________
p. Vegetated buffers (where required).

9. Copy of any applicable soils report with the associated SHWT elevations (Please identify elevations in addition to depths) as well as a map of the boring locations with the existing elevations and boring logs. Include an 8.5" x 11" copy of the NRCS County Soils map with the project area clearly delineated. For projects with infiltration BMPs, the report should also include the soil type, expected infiltration rate, and the method of determining the infiltration rate. **(Infiltration Devices submitted to WiRO: Schedule a site visit for DEMLR to verify the SHWT prior to submittal, (910) 796-778.)**

10. A copy of the most current property deed. Deed book: N/A Page No: N/A

11. For corporations and limited liability corporations (LLC): Provide documentation from the NC Secretary of State or other official documentation, which supports the titles and positions held by the persons listed in Contact Information, item 1a, 2a, and/or 3a per 15A NCAC 2H.1003(c). The corporation or LLC must be listed as an active corporation in good standing with the NC Secretary of State, otherwise the application will be returned. [link](http://www.secretary.state.nc.us/Corporations/CSearch.aspx)

VII. DEED RESTRICTIONS AND PROTECTIVE COVENANTS

For all subdivisions, outparcels, and future development, the appropriate property restrictions and protective covenants are required to be recorded prior to the sale of any lot. If lot sizes vary significantly or the proposed BUA allocations vary, a table listing each lot number, lot size, and the allowable built-upon area must be provided as an attachment to the completed and notarized deed restriction form. The appropriate deed restrictions and protective covenants forms can be downloaded from [http://portal.ncdenr.org/web/ir/state-stormwater-forms-docs](http://portal.ncdenr.org/web/ir/state-stormwater-forms-docs). Download the latest versions for each submittal.

In the instances where the applicant is different than the property owner, it is the responsibility of the property owner to sign the deed restrictions and protective covenants form while the applicant is responsible for ensuring that the deed restrictions are recorded.

By the notarized signature(s) below, the permit holder(s) certify that the recorded property restrictions and protective covenants for this project, if required, shall include all the items required in the permit and listed on the forms available on the website, that the covenants will be binding on all parties and persons claiming under them, that they will run with the land, that the required covenants cannot be changed or deleted without concurrence from the NC DEMLR, and that they will be recorded prior to the sale of any lot.

VIII. CONSULTANT INFORMATION AND AUTHORIZATION

Applicant: Complete this section if you wish to designate authority to another individual and/or firm (such as a consulting engineer and/or firm) so that they may provide information on your behalf for this project (such as addressing requests for additional information).

Consulting Engineer: Jeffrey Moore, PE


Mailing Address: 3001 Weston Parkway

City: Cary State: NC Zip: 27513

Phone: (919) 677-2175 Fax: (919) 677-2155

Email: jeff.moore@kimley-horn.com

IX. PROPERTY OWNER AUTHORIZATION (if Contact Information, item 2 has been filled out, complete this section)

I, (print or type name of person listed in Contact Information, item 2a) N/A, certify that I own the property identified in this permit application, and thus give permission to (print or type name of person listed in Contact Information, item 1a) N/A with (print or type name of organization listed in Contact Information, item 1a) N/A to develop the project as currently proposed. A copy of the lease agreement or pending property sales contract has been provided with the submittal, which indicates the party responsible for the operation and maintenance of the stormwater system.
As the legal property owner I acknowledge, understand, and agree by my signature below, that if my designated agent (entity listed in Contact Information, item 1) dissolves their company and/or cancels or defaults on their lease agreement, or pending sale, responsibility for compliance with the DEMLR Stormwater permit reverts back to me, the property owner. As the property owner, it is my responsibility to notify DEMLR immediately and submit a completed Name/Ownership Change Form within 30 days; otherwise I will be operating a stormwater treatment facility without a valid permit. I understand that the operation of a stormwater treatment facility without a valid permit is a violation of NC General Statue 143-215.1 and may result in appropriate enforcement action including the assessment of civil penalties of up to $25,000 per day, pursuant to NCGS 143-215.6.

Signature: ________________________________ Date: _________________

I, ______________________________________, a Notary Public for the State of __________________, County of ________________________, do hereby certify that ___________________________________ personally appeared before me this ___ day of __________________, ______, and acknowledge the due execution of the application for a stormwater permit. Witness my hand and official seal, ____________________________

                            SEAL

My commission expires _____________________________

X. APPLICANT'S CERTIFICATION

I, (print or type name of person listed in Contact Information, item 1a) Tim Burgess, certify that the information included on this permit application form is, to the best of my knowledge, correct and that the project will be constructed in conformance with the approved plans, that the required deed restrictions and protective covenants will be recorded, and that the proposed project complies with the requirements of the applicable stormwater rules under 15A NCAC 2H .1000 and any other applicable state stormwater requirements.

Signature: ____________________________ Date: _________________

I, Susan J. Jaimini, a Notary Public for the State of North Carolina, County of New Hanover, do hereby certify that Timothy C. Burgess, personally appeared before me this 7th day of February, 2014, and acknowledge the due execution of the application for a stormwater permit. Witness my hand and official seal, Susan J. Jaimini

                            SEAL

My commission expires June 11, 2018
February 28, 2014

LETTER OF APPROVAL WITH MODIFICATIONS AND PERFORMANCE RESERVATIONS

New Hanover County
ATTN: Mr. Tim Burgess, Assist. County Manager
230 Government Center Dr., Suite 195
Wilmington, NC 28403

RE: Project Name: Middle Sound Greenway
    Project ID: NEWHA-2014-011
    Acres Approved: 2
    County: New Hanover, Red Cedar Rd., Wilmington
    Stream Classification: Other
    River Basin: Cape Fear
    Submitted By: Galen M Jamison, Catlin Engineers and Scientists
    Date Received by LQS: February 10, 2014
    Plan Type: New

Dear Mr. Burgess:

This office has reviewed the subject erosion and sedimentation control plan and hereby issues this Letter of Approval with Modifications and Performance Reservations. A list of the modifications and reservations is attached. This plan approval shall expire three (3) years following the date of approval, if no land-disturbing activity has been undertaken, as is required by Title 15A NCAC 4B .0129. Should the plan not perform adequately, a revised plan will be required (G.S. 113A-54.1)(b).

Please be aware that your project will be covered by the enclosed NPDES Construction Stormwater General Permit NCG010000. Please become familiar with all the requirements and conditions of this permit in order to achieve compliance.

Please be advised that Title 15A NCAC 4B .0118(a) requires that a copy of the approved erosion control plan be on file at the job site. Also, you should consider this letter to give the Notice required by G.S. 113A-61.1(a) of our right of periodic inspection to insure compliance with the approved plan.
Letter of Approval with Modifications and Performance Reservations
Project: Middle Sound Greenway
February 28, 2014
Page 2 of 4

North Carolina's Sedimentation Pollution Control Program is performance-oriented, requiring protection of existing natural resources and adjoining properties. If, following the commencement of this project, it is determined that the erosion and sedimentation control plan is inadequate to meet the requirements of the Sedimentation Pollution Control Act of 1973 (North Carolina General Statute 113A-51 thru 66), this office may require revisions to the plan and implementation of the revisions to insure compliance with the Act.

Acceptance and approval of this plan is conditioned upon your compliance with Federal and State water quality laws, regulations, and rules. In addition, local city or county ordinances or rules may also apply to this land-disturbing activity. This approval does not supersede any other permit or approval.

Please note that this approval is based in part on the accuracy of the information provided in the Financial Responsibility Form, which you have provided. You are requested to file an amended form if there is any change in the information included on the form. In addition, it would be helpful if you notify this office of the proposed starting date for this project. Please notify us if you plan to have a preconstruction conference.

Your cooperation is appreciated.

Sincerely,

Daniel Sams, PE
Regional Engineer
Land Quality Section

Enclosures: Certificate of Approval
Modifications and Performance Reservations
NPDES Permit

cc: Galen M Jamison, Catlin Engineers and Scientists
    DWQ Regional Supervisor
MODIFICATIONS AND PERFORMANCE RESERVATIONS

Project Name: Middle Sound Greenway
Project ID: NEWHA-2014-011
County: New Hanover

1. This plan approval shall expire three (3) years following the date of approval, if no land disturbing activity has been undertaken, as is required by Title 15A NCAC 4B .0129.

2. The developer is responsible for the control of sediment on site. If the approved erosion and sedimentation control measures prove insufficient, the developer must take those additional steps necessary to stop sediment from leaving the site. Each sediment storage device must be inspected after each storm event. Maintenance and/or clean-out is necessary anytime the device is at 50% capacity. All sediment storage measures will remain on site and functional until all grading and final landscaping of the project is complete.

3. Any and all existing ditches on this project site are assumed to be left undisturbed by the proposed development unless otherwise noted. The removal of vegetation within any existing ditch or channel is prohibited unless the ditch or channel is to be regarded with side slopes of 2 horizontal to 1 vertical or less steep. Bank slopes may be mowed, but stripping of vegetation is considered new earth work and is subject to the same erosion control requirements as new ditches.

4. The developer is responsible for obtaining any and all permits and approvals necessary for the development of this project prior to the commencement of land disturbing activity. This could include our agency’s Stormwater regulations and the Division of Water Resources’ enforcement requirements within Section 401 of the Clean Water Act, the U.S. Army Corps of Engineers jurisdiction of Section 404 of the Clean Water Act, the Division of Coastal Management’s CAMA requirements, the Division of Solid Waste Management’s landfill regulations, the Environmental Protection Agency and/or The U.S. Army Corps of Engineers jurisdiction of the Clean Water Act, local County or Municipalities’ ordinances, or others that may be required. This approval cannot supersede any other permit or approval; however, in the case of a Cease and Desist Order from the Corps of Engineers, that Order would only apply to wetland areas. All highland would still have to be in compliance with the N.C. Sedimentation Pollution Control Act.

5. If any area on site falls within the jurisdiction of Section 401 or 404 of the Clean Water Act, the developer is responsible for compliance with the requirements of the Division of Water Resources (DWR), the Corps of Engineers and the Environmental Protection Agency (EPA) respectively. Any erosion control measures that fall within jurisdictional wetland areas must be approved by the aforementioned agencies prior to installation. The Land Quality Section must be notified of a relocation of the measures in question to the transition point between the wetlands and the uplands to assure that the migration of sediment will not occur. If that relocation presents a problem or contradicts any requirements of either DWR, the Corps, or the EPA, it is the responsibility of the developer to inform the Land Quality Section regional office so that an adequate contingency plan can be made to assure sufficient erosion control remains on site. Failure to do so will be considered a violation of this approval.
6. Any borrow material brought onto this site must be from a legally operated mine or other approved source. Any soil waste that leaves this site can be transported to a permitted mine or separately permitted construction sites without additional permits. Disposal at any other location would have to be included as a permit revision for this approval.

7. This permit allows for a land disturbance, as called for on the application plan, not to exceed two (2) acres. Exceeding that acreage will be a violation of this permit and would require a revised plan and additional application fee. Any addition in impervious surface, over that already noted on the approved plan, would also require a revised plan to verify the appropriateness of the erosion control measures and stormwater retention measures.

8. The construction detail for the proposed silt fence requires reinforcing wire and steel posts a maximum of eight (8) feet apart. Omission of the reinforcing wire is a construction change that necessitates more posts for support, i.e., the spacing distance needs to be reduced to no greater than six (6) feet apart.

9. Because the sediment traps and basins are shown on the plan as the primary sedimentation and erosion control devices on this project, it is necessary that the traps and basins and their collection systems be installed before any other grading takes place on site, and that every structure that receives more than one acre of drainage is built so that each dewatering only from the surface. If that proves to be impractical, a revised plan must be submitted and approved that addresses erosion and sediment control needs during the interim period until the traps and basins are fully functioning.

10. A graveled construction entrance must be located at each point of access and egress available to construction vehicles during the grading and construction phases of this project. Access and egress from the project site at a point without a graveled entrance will be considered a violation of this approval. Routine maintenance of the entrances is critical.

11. As a condition of the provided NPDES General Stormwater Permit, groundcover stabilization must meet specific time frames. Slopes (including cuts, fills, and ditch banks) that are steeper than 3 horizontal to 1 vertical left exposed will, within seven (7) calendar days after completion of any phase of grading, be provided with groundcover. Slopes that are 3 horizontal to 1 vertical or flatter will be provided with groundcover within fourteen (14) calendar days.

12. As a part of routine monitoring of the approved land disturbing activity, the financially responsible party shall assure inspections of the area covered by the approved plan after each phase of the plan has been completed and after establishment of temporary ground cover in accordance with North Carolina General Statute 113A 54.1(e).
1. **PROJECT LOCATION:** Red Cedar Rd. Wilmington NC
   - Pictures: NO
   - Video: Digital

2. **Weather and Soil Conditions:** 70
   - First Inspection: NO

3. **Is site currently under Notice of Violation?** NO
4. **Is the site in compliance with S.P.C.A. and rules?** YES

5. **Violations:**

6. **Is the site in compliance with NPDES Permit NCG 010000?:**

7. **Has Sedimentation Damage occurred since last inspections?** NO
   - Lake/natural watercourse on the tract:
   - Lake/natural watercourse off the tract:
   - Other Property:
   - Description:
   - Degree of Damage:
   - Stormwater Discharge Outfall with high turbidity or sedimentation loss:

8. **Contact Made with (name):**
   - Title:
   - Inspection Report: SENT TO PERSON FINANCIALLY RESPONSIBLE
   - Date Given/Sent: MAR 29, 2017

9. **Corrective Actions Needed:**

10. **COMMENTS:** We received the request to extend the permit. The permit will be kept active on the condition that work will begin this summer. If work has not begun by August, please contact this office.
    
    brian.lambe@ncdenr.gov.

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**Report By:** Brian Lambe
**Others Present:**
**Date of Inspection:** MAR 29, 2017
**Time Arriving on Site:** 900
**Time Leaving Site:** 901
**cc:**