

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

C203163

CONTRACT AND
CONTRACT BONDS
FOR CONTRACT NO. C203163

WBS 35501.3.D1 STATE FUNDED

T.I.P NO. R-3432

COUNTY OF BRUNSWICK
THIS IS THE ROADWAY CONTRACT

ROUTE NUMBER SR 1163 LENGTH 2.859 MILES

LOCATION SR-1163 (OLD GEORGETOWN RD EXT) FROM SR-1184 (OCEAN ISLE
BEACH RD) TO NC-179.

CONTRACTOR A. O. HARDEE & SON, INC.
ADDRESS 55 PARK STREET EXT.
LITTLE RIVER, SC 29566

BIDS OPENED DECEMBER 17, 2013

CONTRACT EXECUTION JAN 14 2014

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

PROPOSAL

DATE AND TIME OF BID OPENING: **DECEMBER 17, 2013 AT 2:00 PM**

CONTRACT ID C203163
WBS 35501.3.D1

FEDERAL-AID NO. STATE FUNDED

COUNTY BRUNSWICK

T.I.P. NO. R-3432

MILES 2.859

ROUTE NO. SR 1163

LOCATION SR-1163 (OLD GEORGETOWN RD EXT) FROM SR-1184 (OCEAN ISLE BEACH RD) TO NC-179.

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

NOTICE:

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

BIDS WILL BE RECEIVED AS SHOWN BELOW:

THIS IS A ROADWAY PROPOSAL

5% BID BOND OR BID DEPOSIT REQUIRED

**PROPOSAL FOR THE CONSTRUCTION OF
CONTRACT No. C203163 IN BRUNSWICK COUNTY, NORTH CAROLINA**

Date _____ 20____

**DEPARTMENT OF TRANSPORTATION,
RALEIGH, NORTH CAROLINA**

The Bidder has carefully examined the location of the proposed work to be known as Contract No. **C203163**; has carefully examined the plans and specifications, which are acknowledged to be part of the proposal, the special provisions, the proposal, the form of contract, and the forms of contract payment bond and contract performance bond; and thoroughly understands the stipulations, requirements and provisions. The undersigned bidder agrees to bound upon his execution of the bid and subsequent award to him by the Board of Transportation in accordance with this proposal to provide the necessary contract payment bond and contract performance bond within fourteen days after the written notice of award is received by him. The undersigned Bidder further agrees to provide all necessary machinery, tools, labor, and other means of construction; and to do all the work and to furnish all materials, except as otherwise noted, necessary to perform and complete the said contract in accordance with *the 2012 Standard Specifications for Roads and Structures* by the dates(s) specified in the Project Special Provisions and in accordance with the requirements of the Engineer, and at the unit or lump sum prices, as the case may be, for the various items given on the sheets contained herein.

The Bidder shall provide and furnish all the materials, machinery, implements, appliances and tools, and perform the work and required labor to construct and complete State Highway Contract No. **C203163** in Brunswick County, for the unit or lump sum prices, as the case may be, bid by the Bidder in his bid and according to the proposal, plans, and specifications prepared by said Department, which proposal, plans, and specifications show the details covering this project, and hereby become a part of this contract.

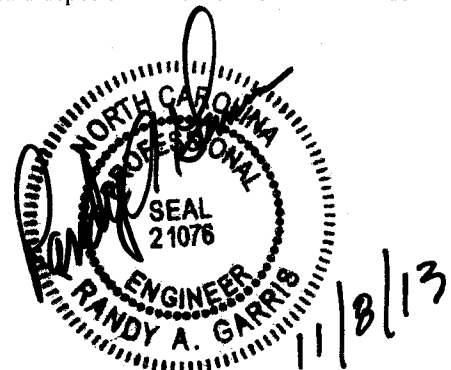
The published volume entitled *North Carolina Department of Transportation, Raleigh, Standard Specifications for Roads and Structures, January 2012* with all amendments and supplements thereto, is by reference incorporated into and made a part of this contract; that, except as herein modified, all the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

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

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

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

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



State Contract Officer

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PROJECT SPECIAL PROVISIONS**GENERAL****CONTRACT TIME AND LIQUIDATED DAMAGES:**

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

108

SPI G07 A

The date of availability for this contract is **January 27, 2014**, except that work in jurisdictional waters and wetlands shall not begin until a meeting between the DOT, Regulatory Agencies, and the Contractor is held as stipulated in the permits contained elsewhere in this proposal. This delay in availability has been considered in determining the contract time for this project.

The completion date for this contract is **May 13, 2016**.

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

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

INTERMEDIATE CONTRACT TIME NUMBER 1 AND LIQUIDATED DAMAGES:

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

108

SPI G13 A

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

The date of availability for this intermediate contract time is **January 27, 2014**.

The completion date for this intermediate contract time is **November 15, 2015**.

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

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

INTERMEDIATE CONTRACT TIME NUMBER 2 AND LIQUIDATED DAMAGES:

(2-20-07)

108

SP1 G14 A

The Contractor shall complete the required work of installing, maintaining, and removing the traffic control devices for lane closures and restoring traffic to the existing traffic pattern. The Contractor shall not close or narrow a lane of traffic on **NC 179, Old Georgetown Road and Ocean Isle Beach Road** during the following time restrictions:

DAY AND TIME RESTRICTIONS**MONDAY THRU FRIDAY****7:00 AM TO 9:00 AM****AND 4:00 PM TO 6:00 PM**

In addition, the Contractor shall not close or narrow a lane of traffic on **NC 179, Old Georgetown Rd and Ocean Isle Beach Rd**, 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 **Memorial Day**, between the hours of **7:00 AM** Friday and **6:00 PM** Tuesday.
2. For **Independence Day**, between the hours of **7:00 AM** the day before Independence Day and **6:00 PM** the day after Independence Day.

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

3. For **Labor Day**, between the hours of **7:00 AM** Friday and **6:00 PM** Tuesday.

Holidays and holiday weekends shall include Memorial Day, Independence Day, and Labor Day. 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 **One Thousand Dollars (\$1,000.00)** per hour.

INTERMEDIATE CONTRACT TIME NUMBER 3 AND LIQUIDATED DAMAGES:

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

108

SP1 G14 G

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

The date of availability for this intermediate contract time is the date the Contractor elects to begin the work, but no earlier than September 15 and no later than April 17 of any year.

The completion date for this intermediate contract time is the date which is **twenty-eight (28)** consecutive calendar days, **after the date of availability**.

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

INTERMEDIATE CONTRACT TIME NUMBER 4 AND LIQUIDATED DAMAGES:

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

108

SP1 G14 G

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

The date of availability for this intermediate contract time is the date the Contractor elects to begin the work, but no earlier than September 15 and no later than May 8 of any year.

The completion date for this intermediate contract time is the date which is **seven (7)** consecutive calendar days **after the date of availability**.

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

INTERMEDIATE CONTRACT TIME NUMBER 5 AND LIQUIDATED DAMAGES:

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

108

SP1 G14 G

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

The date of availability for this intermediate contract time is the date the Contractor elects to begin the work, but no earlier than September 15 and no later than May 8 of any year.

The completion date for this intermediate contract time is the date which is **seven (7)** consecutive calendar days **after the date of availability**.

The liquidated damages are **Five Thousand Dollars (\$5,000.00)** per calendar day.

INTERMEDIATE CONTRACT TIME NUMBER 6 AND LIQUIDATED DAMAGES:

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

108

SP1 G14 G

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

The time of availability for this intermediate contract time is the Monday at 12:01 A.M. that the Contractor elects to begin work, but shall be either a Monday between September 15, 2014 and May 12, 2015, or a Monday between September 14, 2015 and October 26, 2015.

The completion time for this intermediate contract time is the time which is **seventy-two (72)** consecutive hours **after the time of availability**.

The liquidated damages are **Five Hundred Dollars (\$500.00)** per hour.

INTERMEDIATE CONTRACT TIME NUMBER 7 AND LIQUIDATED DAMAGES:

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

108

SP1 G14 H

The Contractor shall complete the work required of **Phase II, Step 2** as shown on Sheet **TMP-3** and shall place and maintain traffic on same.

The date of availability for this intermediate contract time is the date the Contractor elects to begin the work, but no earlier than September 15 and no later than April 17 of any year.

The completion date for this intermediate contract time is the date which is **thirty (30)** consecutive calendar days **after the date of availability**.

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

INTERMEDIATE CONTRACT TIME NUMBER 8 AND LIQUIDATED DAMAGES:

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

108

SP1 G14 G

The Contractor shall complete the work required of **Phase III, Step 2** as shown on Sheet **TMP-3A** and shall place and maintain traffic on same.

The time of availability for this intermediate contract time is the Monday at 12:01 A.M. that the Contractor elects to begin work, but shall be either a Monday between September 15, 2014 and May 15, 2015, or a Monday between September 14, 2015 and October 26, 2015.

The completion time for this intermediate contract time is the time which is **fifty-nine (59)** consecutive hours **after the time of availability**.

The liquidated damages are **Five Hundred Dollars (\$500.00)** per hour.

PERMANENT VEGETATION ESTABLISHMENT:

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

104

SP1 G16

Establish a permanent stand of the vegetation mixture shown in the contract. During the period between initial vegetation planting and final project acceptance, perform all work necessary to establish permanent vegetation on all erodible areas within the project limits, as well as, in borrow and waste pits. This work shall include erosion control device maintenance and installation, repair seeding and mulching, supplemental seeding and mulching, mowing, and fertilizer topdressing, as directed. All work shall be performed in accordance with the applicable section of the *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.

MAJOR CONTRACT ITEMS:

(2-19-02)

104

SP1 G28

The following listed items are the major contract items for this contract (see Article 104-5 of the *2012 Standard Specifications*):

Line #	Description
38	Asphalt Concrete Surface Course, Type S9.5B
154	Borrow Excavation
155	Aggregate Base Course
	-OR-
38	Asphalt Concrete Surface Course, Type S9.5B
160	Borrow Excavation
162	Asphalt Concrete Base Course, Type B25.0B

SPECIALTY ITEMS:

(7-1-95)(Rev. 1-17-12)

108-6

SP1 G37

Items listed below will be the specialty items for this contract (see Article 108-6 of the *2012 Standard Specifications*).

Line #	Description
61 thru 65	Guardrail
66 thru 68	Fencing
74 thru 79	Signing
91 thru 96	Long-Life Pavement Markings
104	Permanent Pavement Markers
107 thru 117	Utility Construction
118 thru 149 & 152 thru 153	Erosion Control
150 thru 151	Reforestation

FUEL PRICE ADJUSTMENT:

(11-15-05) (Rev. 1-17-12)

109-8

SP1 G43

Revise the *2012 Standard Specifications* as follows:

Page 1-83, Article 109-8, Fuel Price Adjustments, add the following:

The base index price for DIESEL #2 FUEL is **\$3.0850** per gallon. Where any of the following are included as pay items in the contract, they will be eligible for fuel price adjustment.

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

Description	Units	Fuel Usage Factor Diesel
Unclassified Excavation	Gal/CY	0.29
Borrow Excavation	Gal/CY	0.29
Class IV Subgrade Stabilization	Gal/Ton	0.55
Aggregate Base Course	Gal/Ton	0.55
Asphalt Concrete Base Course, Type _____	Gal/Ton	2.90
Asphalt Concrete Intermediate Course, Type _____	Gal/Ton	2.90
Asphalt Concrete Surface Course, Type _____	Gal/Ton	2.90
Open-Graded Asphalt Friction Course	Gal/Ton	2.90
Sand Asphalt Surface Course, Type _____	Gal/Ton	2.90
Aggregate for Cement Treated Base Course	Gal/Ton	0.55
Portland Cement for Cement Treated Base Course	Gal/Ton	0.55
____ " Portland Cement Concrete Pavement	Gal/SY	0.245
Concrete Shoulders Adjacent to ____ " Pavement	Gal/SY	0.245

SCHEDULE OF ESTIMATED COMPLETION PROGRESS:

(7-15-08) (Rev. 5-21-13)

108-2

SP1 G58

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

	<u>Fiscal Year</u>	<u>Progress (% of Dollar Value)</u>
2014	(7/01/13 - 6/30/14)	33% of Total Amount Bid
2015	(7/01/14 - 6/30/15)	52% of Total Amount Bid
2016	(7/01/15- 6/30/16)	15% of Total Amount Bid

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.

MINORITY BUSINESS ENTERPRISE AND WOMEN BUSINESS ENTERPRISE:

(10-16-07)(Rev. 12-17-13)

102-15(J)

SP1 G66

Description

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

Definitions

Additional MBE/WBE Subcontractors - Any MBE/WBE submitted at the time of bid that will not be used to meet either the MBE or WBE goal. No submittal of a Letter of Intent is required, unless the additional participation is used for banking purposes.

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

Contract Goals Requirement - The approved MBE and WBE participation at time of award, but not greater than the advertised contract goals for each.

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

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

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

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

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

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

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

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

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

Forms and Websites Referenced in this Provision

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

DBE-IS Subcontractor Payment Information - Form for reporting the payments made to all MBE/WBE firms working on the project. This form is for paper bid projects only.
<http://www.ncdot.org/doh/forms/files/DBE-IS.xls>

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

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

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

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

Listing of MBE and WBE Subcontractors Form - Form for entering MBE/WBE subcontractors on a project that will meet this MBE and WBE goals. This form is for paper bids only.
[http://connect.ncdot.gov/municipalities/Bid%20Proposals%20for%20LGA%20Content/09%20MBE-WBE%20Subcontractors%20\(State\).doc](http://connect.ncdot.gov/municipalities/Bid%20Proposals%20for%20LGA%20Content/09%20MBE-WBE%20Subcontractors%20(State).doc)

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

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

MBE and WBE Goal

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

(A) Minority Business Enterprises 5.0%

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

(B) Women Business Enterprises 7.0%

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

Directory of Transportation Firms (Directory)

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

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

Listing of MBE/WBE Subcontractors

At the time of bid, bidders shall submit all MBE and WBE participation that they anticipate to use during the life of the contract. Only those identified to meet the MBE goal and the WBE goal will be considered committed, even though the listing shall include both committed MBE/WBE subcontractors and additional MBE/WBE subcontractors. Any additional MBE/WBE subcontractor participation above the goal for which letters of intent are received

will follow the banking guidelines found elsewhere in this provision. All other additional MBE/WBE subcontractor participation submitted at the time of bid will be used toward the Department's overall race-neutral goals. Only those firms with current MBE and WBE certification at the time of bid opening will be acceptable for listing in the bidder's submittal of MBE and WBE participation. The Contractor shall indicate the following required information:

(A) Electronic Bids

Bidders shall submit a listing of MBE and WBE participation in the appropriate section of Expedite, the bidding software of Bid Express[®].

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

(B) Paper Bids

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

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

MBE or WBE Prime Contractor

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

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

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

Written Documentation – Letter of Intent

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

The documentation shall be received in the office of the State Contractor Utilization Engineer or at DBE@ncdot.gov no later than 12:00 noon of the sixth calendar day following opening of bids, unless the sixth day falls on an official state holiday. In that situation, it is due in the office of the State Contractor Utilization Engineer no later than 12:00 noon on the next official state business day.

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

Submission of Good Faith Effort

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

A hard copy and an electronic copy of this information shall be received in the office of the State Contractor Utilization Engineer or at DBE@ncdot.gov no later than 12:00 noon of the sixth calendar day following opening of bids unless the sixth day falls on an official state holiday. In that situation, it would be due in the office of the State Contractor Utilization Engineer the next official state business day. If the contractor cannot send the information electronically, then one complete set and 9 copies of this information shall be received under the same time constraints above.

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

Consideration of Good Faith Effort for Projects with MBE/WBE Goals More Than Zero

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

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

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

MBEs/WBEs who have the capability to perform the work of the contract. The bidder must solicit this interest within at least 10 days prior to bid opening to allow the MBEs/WBEs to respond to the solicitation. Solicitation shall provide the opportunity to MBEs/WBEs within the Division and surrounding Divisions where the project is located. The bidder must determine with certainty if the MBEs/WBEs are interested by taking appropriate steps to follow up initial solicitations.

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

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

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

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

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

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

Non-Good Faith Appeal

The State Contractor Utilization Engineer will notify the contractor verbally and in writing of non-good faith. A contractor may appeal a determination of non-good faith made by the Goal Compliance Committee. If a contractor wishes to appeal the determination made by the

Committee, they shall provide written notification to the State Contractual Services Engineer or at DBE@ncdot.gov. The appeal shall be made within 2 business days of notification of the determination of non-good faith.

Counting MBE/WBE Participation Toward Meeting MBE/WBE Goals

(A) Participation

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

(B) Joint Checks

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

(C) Subcontracts (Non-Trucking)

A MBE/WBE may enter into subcontracts. Work that a MBE subcontracts to another MBE firm may be counted toward the MBE contract goal requirement. The same holds for work that a WBE subcontracts to another WBE firm. Work that a MBE subcontracts to a non-MBE firm does not count toward the MBE contract goal requirement. Again, the same holds true for the work that a WBE subcontracts to a non-WBE firm. If a MBE or WBE contractor or subcontractor subcontracts a significantly greater portion of the work of the contract than would be expected on the basis of standard industry practices, it shall be presumed that the MBE or WBE is not performing a commercially useful function. The MBE/WBE may present evidence to rebut this presumption to the Department. The Department's decision on the rebuttal of this presumption may be subject to review by the Office of Inspector General, NCDOT.

(D) Joint Venture

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

(E) Suppliers

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

(F) Manufacturers and Regular Dealers

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

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

Commercially Useful Function

(A) MBE/WBE Utilization

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

(B) MBE/WBE Utilization in Trucking

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

- (1) The MBE/WBE shall be responsible for the management and supervision of the entire trucking operation for which it is responsible on a particular contract, and there shall not be a contrived arrangement for the purpose of meeting the MBE or WBE goal.

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

Banking MBE/WBE Credit

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

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

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

MBE/WBE Replacement

When a Contractor has relied on a commitment to a MBE or WBE firm (or an approved substitute MBE or WBE firm) to meet all or part of a contract goal requirement, the contractor shall not terminate the MBE/WBE for convenience. This includes, but is not limited to, instances in which the Contractor seeks to perform the work of the terminated subcontractor with another MBE/WBE subcontractor, a non-MBE/WBE subcontractor, or with the Contractor's own forces or those of an affiliate. A MBE/WBE may only be terminated after receiving the Engineer's written approval based upon a finding of good cause for the termination.

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

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

(A) Performance Related Replacement

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

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

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

(B) Decertification Replacement

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

Changes in the Work

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

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

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

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

Reports and Documentation

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

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

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

Reporting Minority and Women Business Enterprise Participation

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

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

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

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

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

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

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

(A) Electronic Bids Reporting

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

(B) Paper Bids Reporting

The Contractor shall report the accounting of payments on the Department'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.

SUBSURFACE INFORMATION:

(7-1-95)

450

SP1 G112 B

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

LOCATING EXISTING UNDERGROUND UTILITIES:

(3-20-12)

105

SP1 G115

Revise the *2012 Standard Specifications* as follows:

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

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

RESOURCE CONSERVATION:

(5-21-13)

104-13

SP1 G118

In accordance with North Carolina Executive Order 156, NCGS 130A-309.14(2), and NCGS 136-28.8, it is the policy of the Department to aid in the reduction of materials that become a part of our solid waste stream, to divert materials from landfills, and to find ways to recycle and reuse materials for the benefit of the Citizens of North Carolina.

Initiate, develop and use products and construction methods that incorporate the use of recycled or solid waste products in accordance with Article 104-13 of the *2012 Standard Specifications*. Report the quantities of reused or recycled materials either incorporated in the project or diverted from landfills on the Project Construction Reuse and Recycling Reporting Form.

A location-based tool for finding local recycling facilities and the Project Construction Reuse and Recycling Reporting Form are available at:

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

DOMESTIC STEEL:

(4-16-13)

106

SP1 G120

Revise the *2012 Standard Specifications* as follows:

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

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

MAINTENANCE OF THE PROJECT:

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

104-10

SP1 G125

Revise the *2012 Standard Specifications* as follows:

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

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

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

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

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

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

TWELVE MONTH GUARANTEE:

(7-15-03)

108

SP1 G145

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

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

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

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

OUTSOURCING OUTSIDE THE USA:

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

SP1 G150

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

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

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

GIFTS FROM VENDORS AND CONTRACTORS:

(12-15-09)

107-1

SP1 G152

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

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

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

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

EROSION AND SEDIMENT CONTROL/STORMWATER CERTIFICATION:

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

105-16, 225-2, 16

SP1 G180

General

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

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

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

Roles and Responsibilities

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

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

streams with turbidity violations, and within 24 hours after a significant rainfall event of 0.5 inch that occurs within a 24 hour period.

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

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

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

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

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

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

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

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

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

Preconstruction Meeting

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

Ethical Responsibility

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

Revocation or Suspension of Certification

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

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

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

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

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

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

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

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

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

Measurement and Payment

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

PROCEDURE FOR MONITORING BORROW PIT DISCHARGE:

(2-20-07) (Rev. 3-19-13)

105-16, 230, 801

SP1 G181

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

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

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

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

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

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

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

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

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

EMPLOYMENT:

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

108, 102

SP1 G184

Revise the *2012 Standard Specifications* as follows:

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

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

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

STATE HIGHWAY ADMINISTRATOR TITLE CHANGE:

(9-18-12)

SP1 G185

Revise the *2012 Standard Specifications* as follows:

Replace all references to "State Highway Administrator" with "Chief Engineer".

NOTE TO CONTRACTOR:

The Contractor's attention is directed to the fact that on Parcel #8 and #9 there are large metal containers and piles of clearing debris (stumps etc.) and other debris within the right of way that will need to be removed as a part of Clearing and Grubbing on this project. All costs associated with the removal and satisfactory disposal of said materials shall be included in Grading- Lump Sum. As an aide to the Contractor an aerial shot of the area can be found at the following link:

<http://gis.brunasco.net/gisweb/gis.aspx/> at parcel 2290001301 with the Orthos 2012 view.

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

(4-6-06) (Rev. 1-17-12)

200

SP2 R02B

Perform clearing on this project to the limits established by Method "III" shown on Standard Drawing No. 200.03 of the *2012 Roadway Standard Drawings*.

LUMP SUM GRADING:

(8-17-10)

226

SP2 R16

Lump sum grading shall be performed in accordance with Section 226 Comprehensive Grading of the *2012 Standard Specifications* except as follows:

Delete all references to Section 230, Borrow Excavation.

SHOULDER AND FILL SLOPE MATERIAL:

(5-21-02)

235, 560

SP2 R45 A

Description

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

Measurement and Payment

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

PIPE INSTALLATION:

(11-20-12)

300

SP3 R01

Revise the *2012 Standard Specifications* as follows:

Page 3-1, Article 300-2, Materials, line 23-24, replace sentence with:

Provide foundation conditioning geotextile in accordance with Section 1056 for Type 4 geotextile.

PREPARATION OF SUBGRADE AND BASE:

(1-16-96)

610

SP5 R05

On mainline portions and ramps of this project, prepare the subgrade and base beneath the pavement structure in accordance with the applicable sections of the *2012 Standard Specifications* except use an automatically controlled fine grading machine using string lines, laser controls or other approved methods to produce final subgrade and base surfaces meeting the lines, grades and cross sections required by the plans or established by the Engineer.

No direct payment will be made for the work required by this provision as it will be considered incidental to other work being paid for by the various items in the contract.

AGGREGATE STABILIZATION:

(11-19-13)

510

SP5 R10

Revise the *2012 Standard Specifications* as follows:

Replace Section 510 with the following:

**SECTION 510
AGGREGATE STABILIZATION**

510-1 DESCRIPTION

Stabilize subgrades with aggregate base course (ABC) in accordance with the contract or as directed. Define "aggregate" as ABC for stabilizer aggregate or Class IV aggregate stabilization. Define "stabilizer aggregate" as mixing aggregate with subgrade soils. Define "Class IV aggregate stabilization" as replacing subgrade soils with aggregate. Remove material as needed in cut areas. Install geotextile for soil stabilization as needed and place aggregate at locations shown on the plans.

510-2 MATERIALS

Refer to Division 10.

Item	Section
Aggregate for Stabilization	1008
Geotextile for Soil Stabilization, Type 4	1056
Select Material, Class IV	1016

Use aggregate for stabilization for stabilizer aggregate and Class IV select material for Class IV aggregate stabilization.

510-3 CONSTRUCTION METHODS

When undercut is required for aggregate stabilization, undercut as needed to place aggregate as shown on the plans or as directed. Perform undercut excavation in accordance with Section 225.

(A) Stabilizer Aggregate

Spread aggregate uniformly and evenly with a mechanical spreader to the required thickness. Do not spread more aggregate than what can be mixed and compacted within a week. Mix aggregate with the top 3" of subgrade soils until aggregate and soils are uniformly mixed. Compact stabilizer aggregate to 100% of AASHTO T 99 as modified by the Department.

(B) Class IV Aggregate Stabilization

When geotextile for soil stabilization is required, install geotextiles in accordance with Article 270-3. Place aggregate by end dumping aggregate on geotextiles or subgrade soils. Do not operate heavy equipment on geotextiles until geotextiles are covered with the required thickness of aggregate. Compact Class IV aggregate stabilization less than 6" thick with a smooth wheeled roller without vibration to the satisfaction of the Engineer. Compact Class IV aggregate stabilization with a thickness of 6" or more to 92% of AASHTO T 180 as modified by the Department or to the highest density that can be reasonably obtained.

(C) Maintenance

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

510-4 MEASUREMENT AND PAYMENT

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

Geotextile for Soil Stabilization will be measured and paid in accordance with Article 270-4.

Materials excavated to place aggregate below the subgrade or ground line, whichever is lower, will be measured and paid in accordance with Article 225-7, except when undercut excavation is in accordance with Section 226 and the Engineer requires undercut to be backfilled with aggregate. When this occurs, the second sentence of the sixth paragraph of Article 226-3 will not apply, as payment for aggregate will be made as described in this article.

Payment will be made under:

Pay Item
Stabilizer Aggregate
Class IV Aggregate Stabilization

Pay Unit
Ton
Ton

ASPHALT PAVEMENTS - SUPERPAVE:

(6-19-12) (Rev. 12-17-13)

605, 609, 610, 650

SP6 R01

Revise the *2012 Standard Specifications* as follows:

Page 6-3, Article 605-7 APPLICATION RATES AND TEMPERATURES, replace this article, including Table 601-1, with the following:

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

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

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

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

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

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

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

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

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

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

TABLE 610-1 DESIGN MIXING TEMPERATURE AT THE ASPHALT PLANT^A		
Binder Grade	HMA JMF Temperature	WMA JMF Temperature Range
PG 64-22	300°F	225 - 275°F
PG 70-22	315°F	240 - 290°F
PG 76-22	335°F	260 - 310°F

A. The mix temperature, when checked in the truck at the roadway, shall be within plus 15° and minus 25° of the temperature specified on the JMF.

Page 6-21, Subarticle 610-3(C) Job Mix Formula (JMF), lines 4-6, delete first sentence of the second paragraph. Line 7, in the second sentence of the second paragraph, replace "275°F" with "275°F or greater."

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

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

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

TABLE 610-5 PLACEMENT TEMPERATURES FOR ASPHALT	
Asphalt Concrete Mix Type	Minimum Surface and Air Temperature
B25.0B, C	35°F
I19.0B, C, D	35°F
SF9.5A, S9.5B	40°F
S9.5C, S12.5C	45°F
S9.5D, S12.5D	50°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”.

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

TABLE 650-1 OGAFC GRADATION CRITERIA			
Grading Requirements	Total Percent Passing		
Sieve Size (mm)	Type FC-1	Type FC-1 Modified	Type FC-2 Modified
19.0	-	-	100
12.5	100	100	80 - 100
9.50	75 - 100	75 - 100	55 - 80
4.75	25 - 45	25 - 45	15 - 30
2.36	5 - 15	5 - 15	5 - 15
0.075	1.0 - 3.0	1.0 - 3.0	2.0 - 4.0

ASPHALT BINDER CONTENT OF ASPHALT PLANT MIXES:

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

609

SP6 R15

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

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

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

ASPHALT PLANT MIXTURES:

(7-1-95)

609

SP6 R20

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

SP6 R25

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

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

This base price index represents an average of F.O.B. selling prices of asphalt binder at supplier's terminals on **November 1, 2013**.

7" CONCRETE TRUCK APRON:**Description**

Construct 7" Concrete Truck Apron in accordance with Section 848 of the *Standard Specifications* as modified by the typical section in the plans and this provision.

Materials

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

Wire mesh reinforcement shall be 4 x 4 - W3.5 x W3.5 welded wire fabric meeting the requirements of Section 1070 of the *Standard Specifications*.

Measurement and Payment

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

Pay Item**Pay Unit**

7" Concrete Truck Apron

Square Yard

PATCHING EXISTING PAVEMENT (MILL):

(1-26-07)

Description

The Contractor's attention is directed to the fact that there are areas of existing pavement on this project that will require repair prior to resurfacing.

The Contractor shall patch the areas that, in the opinion of the Engineer, need repairing. The areas to be patched will be delineated by the Engineer prior to the Contractor performing repairs.

Construction Methods

The patching shall consist of Asphalt Concrete Base Course, Asphalt Concrete Intermediate Course, or Asphalt Concrete Surface Course, or a combination of base, intermediate and surface course, and pavement removal.

Patching of existing pavement shall include, but not be limited to; milling, the removal and disposal of pavement, base, and subgrade material as approved or directed by the Engineer; the coating of the area to be repaired with a tack coat; and the replacement of the removed material with asphalt plant mix.

Asphalt Concrete Base Course shall be placed in lifts not exceeding 5 1/2 inches. Compaction equipment suitable for compacting patches as small as 4 feet by 6 feet shall be utilized on each lift. Compaction pattern to achieve proper compaction shall be approved by the engineer.

The Contractor shall remove existing pavement at locations directed by the Engineer in accordance with Section 607 of the *Standard Specifications*.

The Contractor may be required to make multiple passes with the milling machine to achieve additional depth of the patch at the direction of the engineer. There will be no additional payment for additional passes as all work will be compensated at the unit price for the type of mill patching to be performed. The Contractor will utilize a maximum milling head width of 4 feet unless otherwise allowed by the Engineer.

The Contractor shall schedule his operations so that all areas where pavement has been removed will be repaired on the same day of the pavement removal, and all lanes of traffic shall be restored.

Method of Measurement

The quantity of patching existing pavement to be paid for will be the actual number of tons of asphalt plant mix, complete in place, which has been used to make completed and accepted repairs. The asphalt plant mixed material will be measured by being weighed in trucks on certified platform scales or other certified weighing devices.

Basis of Payment

The quantity of patching existing pavement, measured as provided above, will be paid for at the contract unit price per ton for the type of mill patching to be performed.

The above price and payment will be full compensation for all work covered by this provision, including but not limited to milling; removal and disposal of pavement; furnishing and applying tack coat; furnishing, placing, and compacting of asphalt plant mix; furnishing of asphalt binder for the asphalt plant mix; and furnishing scales.

Any provisions included in the contract in the form of project special provisions or in any other form which provides for adjustments in compensation due to variations in the price of asphalt binder will not be applicable to payment for the work covered by this provision.

Patching Existing Pavement will be considered a minor item. In the event that the item of Patching Existing Pavement overruns the original bid quantity by more than 100 percent, the provisions of Article 104-5 of the *Standard Specifications* pertaining to revised contract unit price for overrunning minor items will not apply to this item.

Payment will be made under:

Pay Item	Pay Unit
Patching Existing Pavement (Mill)	Ton

GUARDRAIL ANCHOR UNITS, TYPE M-350:

(4-20-04) (Rev. 1-17-12)

862

SP8 R60

Description

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

Materials

The Contractor may, at his option, furnish any one of the following guardrail anchor units or approved equal.

The guardrail anchor unit (SRT-350) as manufactured by:

Trinity Industries, Inc.
2525 N. Stemmons Freeway
Dallas, Texas 75207
Telephone: 800-644-7976

The guardrail anchor unit (FLEAT) as manufactured by:

Road Systems, Inc.
3616 Old Howard County Airport
Big Springs, Texas 79720
Telephone: 915-263-2435

The guardrail anchor unit (REGENT) as manufactured by:

Energy Absorption Systems, Inc.
One East Wacker Drive
Chicago, Illinois 60601-2076
Telephone: 888-32-ENERGY

Prior to installation the Contractor shall submit to the Engineer:

- (A) FHWA acceptance letter for each guardrail anchor unit certifying it meets the requirements of NCHRP Report 350, Test Level 3, in accordance with Article 106-2 of the *2012 Standard Specifications*.
- (B) Certified working drawings and assembling instructions from the manufacturer for each guardrail anchor unit in accordance with Article 105-2 of the *2012 Standard Specifications*.

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

Construction Methods

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

Measurement and Payment

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

Payment will be made under:

Pay Item

Guardrail Anchor Units, Type M-350

Pay Unit

Each

GUARDRAIL ANCHOR UNITS, TYPE 350:

(4-20-04) (Rev. 8-16-11)

862

SP8 R65

Description

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

Materials

The Contractor may at his option, furnish any one of the guardrail anchor units or approved equal.

Guardrail anchor unit (ET-Plus) as manufactured by:

Trinity Industries, Inc.
2525 N. Stemmons Freeway
Dallas, Texas 75207
Telephone: 800-644-7976

The guardrail anchor unit (SKT 350) as manufactured by:

Road Systems, Inc.
3616 Old Howard County Airport
Big Spring, Texas 79720
Telephone: 915-263-2435

Prior to installation the Contractor shall submit to the Engineer:

- (A) FHWA acceptance letter for each guardrail anchor unit certifying it meets the requirements of NCHRP Report 350, Test Level 3, in accordance with Article 106-2 of the *2012 Standard Specifications*.
- (B) Certified working drawings and assembling instructions from the manufacturer for each guardrail anchor unit in accordance with Article 105-2 of the *2012 Standard Specifications*.

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

Construction Methods

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

Measurement and Payment

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

Payment will be made under:

Pay Item
Guardrail Anchor Units, Type 350

Pay Unit
Each

MATERIALS:

(2-21-12) (Rev. 12-17-13)

1000, 1005, 1050, 1074, 1078, 1080, 1081, 1086, 1084, 1087, 1092

SP10 R01

Revise the *2012 Standard Specifications* as follows:**Page 10-1, Article 1000-1, DESCRIPTION, line 14,** add the following:

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

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

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

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

All fencing material and accessories shall meet Section 106.

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

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

A. See Subarticle 1005-4(A).

B. See Subarticle 1005-4(B).

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

Page 10-115, Subarticle 1074-7(B), Gray Iron Castings, lines 10-11, replace with 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 lbs.) will be required only when noted on the design documents.

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

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

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

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

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

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

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

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

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

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

Page 10-163, Table 1081-1 Properties of Mixed Epoxy Resin Systems, replace table with the following:

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

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

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

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

The epoxy shall meet Article 1081-4.

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

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

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

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

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

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

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

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

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

Page 10-204, Subarticle 1092-2(A) Performance and Test Requirements, replace **Table 1092-3 Minimum Coefficient of Retroreflection for NC Grade A** with the following:

TABLE 1092-3 MINIMUM COEFFICIENT OF RETROREFLECTION FOR NC GRADE A (Candelas Per Lux Per Square Meter)								
Observation Angle, degrees	Entrance Angle, degrees	White	Yellow	Green	Red	Blue	Fluorescent Yellow Green	Fluorescent Yellow
0.2	-4.0	525	395	52	95	30	420	315
0.2	30.0	215	162	22	43	10	170	130
0.5	-4.0	310	230	31	56	18	245	185
0.5	30.0	135	100	14	27	6	110	81
1.0	-4.0	120	60	8	16	3.6	64	48
1.0	30.0	45	34	4.5	9	2	36	27

SELECT MATERIAL, CLASS III, TYPE 3:

(1-17-12)

1016, 1044

SP10 R05

Revise the 2012 *Standard Specifications* as follows:

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

Type 3 Select Material

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

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

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

Page 10-62, Article 1044-1, line 36, delete the sentence and replace with the following:

Subdrain fine aggregate shall meet Class III select material, Type 1 or Type 3.

Page 10-63, Article 1044-2, line 2, delete the sentence and replace with the following:

Subdrain coarse aggregate shall meet Class V select material.

SHOULDER AND SLOPE BORROW:

(3-19-13)

1019

SP10 R10

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

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

TABLE 1019-1A			
ADDITIONAL LIMESTONE APPLICATION RATE TO RAISE pH			
pH TEST RESULT	Sandy Soils Additional Rate (lbs. / Acre)	Silt Loam Soils Additional Rate (lbs. / Acre)	Clay Loam Soils Additional Rate (lbs. / Acre)
4.0 - 4.4	1,000	4,000	6,000
4.5 - 4.9	500	3,000	5,000
5.0 - 5.4	NA	2,000	4,000

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

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

TRUCK MOUNTED CHANGEABLE MESSAGE SIGNS:

(8-21-12)

1101.02

SP11 R10

Revise the *2012 Roadway Standard Drawings* as follows:

Drawing No. 1101.02, Sheet 12, TEMPORARY LANE CLOSURES, replace General Note #11 with the following:

11- TRUCK MOUNTED CHANGEABLE MESSAGE SIGNS (TMCMS) USED ON SHADOW VEHICLES FOR "IN LANE" ACTIVITIES SHALL BE A MINIMUM OF 43" X 73". THE DISPLAY PANEL SHALL HAVE FULL MATRIX CAPABILITY WITH THE CAPABILITY TO PROVIDE 2 MESSAGE LINES WITH 7 CHARACTERS PER LINE

WITH A MINIMUM CHARACTER HEIGHT OF 18". FOR ADDITIONAL MESSAGING, CONTACT THE WORK ZONE TRAFFIC CONTROL SECTION.

12- TMCMS USED FOR ADVANCED WARNING ON VEHICLES LOCATED ON THE SHOULDER MAY BE SMALLER THAN 43" X 73". THE DISPLAY PANEL SHALL HAVE THE CAPABILITY TO PROVIDE 2 MESSAGE LINES WITH 7 CHARACTERS PER LINE WITH A MINIMUM CHARACTER HEIGHT OF 18". FOR ADDITIONAL MESSAGING, CONTACT THE WORK ZONE TRAFFIC CONTROL SECTION.

Drawing No. 1101.02, Sheet 13, TEMPORARY LANE CLOSURES, replace General Note #12 with the following:

12- TRUCK MOUNTED CHANGEABLE MESSAGE SIGNS (TMCMS) USED ON SHADOW VEHICLES FOR "IN LANE" ACTIVITIES SHALL BE A MINIMUM OF 43" X 73". THE DISPLAY PANEL SHALL HAVE FULL MATRIX CAPABILITY WITH THE CAPABILITY TO PROVIDE 2 MESSAGE LINES WITH 7 CHARACTERS PER LINE WITH A MINIMUM CHARACTER HEIGHT OF 18". FOR ADDITIONAL MESSAGING, CONTACT THE WORK ZONE TRAFFIC CONTROL SECTION.

13- TMCMS USED FOR ADVANCED WARNING ON VEHICLES LOCATED ON THE SHOULDER MAY BE SMALLER THAN 43" X 73". THE DISPLAY PANEL SHALL HAVE THE CAPABILITY TO PROVIDE 2 MESSAGE LINES WITH 7 CHARACTERS PER LINE WITH A MINIMUM CHARACTER HEIGHT OF 18". FOR ADDITIONAL MESSAGING, CONTACT THE WORK ZONE TRAFFIC CONTROL SECTION.

PERMANENT SEEDING AND MULCHING:

(7-1-95)

1660

SP16 R02

The Department desires that permanent seeding and mulching be established on this project as soon as practical after slopes or portions of slopes have been graded. As an incentive to obtain an early stand of vegetation on this project, the Contractor's attention is called to the following:

For all permanent seeding and mulching that is satisfactorily completed in accordance with the requirements of Section 1660 in the *2012 Standard Specifications* and within the following percentages of elapsed contract times, an additional payment will be made to the Contractor as an incentive additive. The incentive additive will be determined by multiplying the number of acres of seeding and mulching satisfactorily completed times the contract unit bid price per acre for Seeding and Mulching times the appropriate percentage additive.

Percentage of Elapsed Contract Time	Percentage Additive
0% - 30%	30%
30.01% - 50%	15%

Percentage of elapsed contract time is defined as the number of calendar days from the date of availability of the contract to the date the permanent seeding and mulching is acceptably completed divided by the total original contract time.

AUTOMATED MACHINE GUIDANCE

(1-2-11)

SPI 5-5

General

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

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

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

Submittals

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

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

Inspection

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

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

Subgrade and Base Controls

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

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

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

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

Measurement and Payment

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

PROJECT SPECIAL PROVISIONS

GEOTECHNICAL

ROCK EMBANKMENTS:

(1-17-12)

Description

Construct rock embankments in accordance with the contract. Use core material as necessary or required where piles will be driven through rock embankments and as shown in the plans. Rock embankments are required to construct embankments in water at locations shown in the plans and as directed.

Materials

Refer to Division 10 of the *Standard Specifications*.

Item	Section
Geotextile for Rock Embankments, Type 2	1056
Select Material	1016

Provide Type 2 geotextile for filtration geotextiles. Use Class VII select material for rock embankments. Use Class VI select material (standard size No. 57) for core material and over Class VII.

Construction Methods

Construct rock embankments in accordance with the slopes, dimensions and elevations shown in the plans and Section 235 of the *Standard Specifications*. If piles will be installed through rock embankments, place Class VII so there will be at least 5 ft between rock and piles. Place Class VII so smaller rocks are uniformly distributed throughout rock embankments. Provide a uniform surface free of obstructions, debris and groups of large rocks that could cause voids in embankments. When placing Class VII in lifts, place core material to top of the current lift before placing the next lift of Class VII.

Place and compact a layer of No. 57 stone at least 12" thick over rock embankments and core material. Install filtration geotextiles on top of No. 57 stone in accordance with Article 270-3 of the *Standard Specifications* before placing embankment fill material.

Measurement and Payment

Rock Embankments and #57 Stone will be measured and paid in tons. Select material will be measured by weighing material in trucks in accordance with Article 106-7 of the *Standard Specifications*. The contract unit prices for *Rock Embankments* and #57 Stone will be full compensation for providing, hauling, handling, placing, compacting and maintaining select material.

Geotextile for Rock Embankments will be measured and paid in square yards. Geotextiles will be measured along the top of the No. 57 stone layer as the square yards of exposed geotextiles before placing embankment fill. No measurement will be made for overlapping geotextiles. The contract unit price for *Geotextile for Rock Embankments* will be full compensation for providing, transporting and placing geotextiles.

Payment will be made under:

Pay Item

Rock Embankments

#57 Stone

Geotextile for Rock Embankments

Pay Unit

Ton

Ton

Square Yard

WORK ZONE TRAFFIC CONTROL
Project Special Provisions

Law Enforcement:
(05/14/2013)

Description

Furnish Law Enforcement Officers and marked Law Enforcement vehicles to control traffic in lane closures and direct traffic through intersections in accordance with the contract.

Construction Methods

Use uniformed Law Enforcement Officers and marked Law Enforcement vehicles equipped with blue lights mounted on top of the vehicle, and Law Enforcement vehicle emblems to direct or control traffic as required by the plans or by the Engineer.

Measurement and Payment

Law Enforcement will be measured and paid for in the actual number of hours that each Law Enforcement Officer is provided during the life of the project as approved by the Engineer. There will be no direct payment for marked Law Enforcement vehicles as they are considered incidental to the pay item.

Payment will be made under:

Pay Item
Law Enforcement

Pay Unit
Hour



John S. Kite, Jr.
8/30/13

PROJECT SPECIAL PROVISIONS
Utility Construction

NCDOT Utilities Unit
1555 MSC
Raleigh, NC 27699-1555

919.707.6690



(Seal)

Revise the 2012 Standard Specifications as follows:

Utility Owner's Contact Information:

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

The utility owner is the County of Brunswick Public Utilities Department. The contact person is Mr. John Nichols and he can be reached by phone at 910-253-2653. A Pre-Construction Conference (Pre-Con) with County Engineering is required prior to beginning any installation of new water lines. These meetings are held in the Engineering Department or the Resident Engineer's office and require a minimum of forty-eight (48) hours notification to schedule. Required attendees are the Engineer, utility contractor's project manager, utility contractor's field superintendent, and the Engineering Inspector assigned to the project.

Page 15-2, Subarticle 1500-7 Submittals and Records, paragraph 3, add the following sentences:

AS-BUILT (RECORD) DRAWINGS

The utility contractor is responsible for employing an engineer and / or land surveyor licensed in the State of North Carolina to provide accurate record drawings to the County upon completion of construction. The record drawings must be sealed, signed, and dated by the Engineer or Land Surveyor.

The record drawings shall be provided to the County as: One set of paper drawings and a CD containing both AutoCAD (Version 2007 or later) and Adobe pdf format files. The pdf files must be a pdf **of each individual plan sheet of the record drawings.**

Record drawings must conform to the as-built checklist and will accurately identify the location of all properties, rights-of-way, and easements utilized for the installation of all installed facilities. Record drawings will utilize offsets and benchmarks as necessary to correctly and accurately identify the location of all facilities within the properties, rights-of-way, or easements. All above ground structures such as fire hydrants, valve boxes,

meter boxes, air release valves, etc., will also be clearly identified. Horizontal control shall be per the State Plane Coordinate System (NAD 83). Vertical control shall be per NAVD 88.

AS-BUILT (RECORD) DRAWING CHECK LIST

Plan sheet size: 24" x 36" (Arch D) with Engineer's seal and / or Surveyor's seal as applicable.

Drawings shall be prepared at a scale of 1" = 50' (horizontal) and 1" = 5' (vertical).

Indexed cover sheet with : Location of plan-profile sheets by sheet number, name of project and/or subdivision, owner's name, address, phone number, engineer's name, address, phone number, surveyor's name, address, phone number, date, north arrow, scale, site map of project site shown as an inset (minimum size 3" x 3").

Total linear feet of mains shown on cover sheet as:

Water Mains _____

Plans shall show individual services for water meters boxes and shall be accurately located and shown on plans as follows:

Water meter service – open box

Water taps and meters larger than the standard 1-inch lateral with ¾ inch meter shall be clearly identified.

Use complete and accurate material descriptions, for example, pipe material (PVC, DIP, HDPE, Fusible PVC, etc.), pipe diameter, DR # of pipe, pressure class of any DIP, length, AWWA and / or NSF.

Show station or distance to beginning and end of all changes in pipe material and pipe deflections.

Show all existing and required vertical and horizontal separations between sewer mains and water mains and also between water mains / sewer mains and stormwater pipes.

Show existing grade elevations and proposed finish grade elevations.

Show location of air release valves, gate valves, plug valves, butterfly valves, fire hydrants, etc., along all water mains

Show lot numbers, lot lines, easement lines, right-of-way lines, and street names

For horizontal directional drills and jack-and-bores the drilling logs are to be incorporated with the record drawings.

Page 15-5, Subarticle 1510-2 Materials, paragraphs 5 and 6, revise to include the following revisions:

- a) Tape shall be three (3) inches wide, blue in color, bearing continuous message "CAUTION WATER LINE BURIED BELOW". Tape shall be made of plastic or other permanent material, and shall be buried continuously above the water main at a depth of eighteen (18) inches below finished grade.
- b) All water mains shall have a #12 AWG, high strength copper clad steel conductor (HS-CCS) such as Copperhead Superflex, or approved equal, with HDPE insulation, and rated for direct burial. Listed and approved underground connectors shall be used for all splices. The wire shall be brought up in valve boxes as shown in the plans. In any event, the wire shall be brought up into a valve box at 1,000 feet maximum intervals to provide wire access points. The wire shall be taped to the top of the water main at minimum ten (10) feet intervals.
- c) The contractor shall be required to perform a signal strength test of the installed tracer wire at the end of the project with County staff present. Refer to detail in the plans for tracer wire information.
- d) Individual water services shall have tracer wire installed from the main to the meter box.
- e) In addition to the tracer wire, electronic marker balls shall be installed as shown in the plans and specifications.

ELECTRONIC MARKER BALLS FOR WATER MAINS

General

- a) The standard utility line locator material is a #12 AWG, high strength, copper clad steel conductor (HS – CC) tracer wire such as Copperhead SuperFlex, or approved equal.
- b) Electronic marker balls are also required for:
 - 1) Non-ferrous water mains eight (8) inches in diameter and larger.
 - 2) Ferrous water mains greater than twelve (12) inches in diameter.

- c) Contact Brunswick County once marker balls have been installed so that they can verify the locations.
- e) Contact Brunswick County for additional information and questions concerning the proper installation and required usage of electronic marker balls.

Materials

- a) Electronic marker balls shall be:
 - 1) Water: 3M Scotchmark Electronic Marker, model # 1403-XR, 4 – inch diameter, colored blue.
 - b) The markers consist of a sealed shell containing a passive antenna with a low frequency resonance circuit tuned to a certain frequency depending upon the associated utility. For water systems the frequencies are:
 - 1) Water: 145.7 kHz
 - c) The locator sends a signal to the marker, which energizes the marker, and the marker reflects the signal back to the locator. The markers are installed during new construction.

Requirements for Electronic Marker Placement

- a) Electronic marker balls shall be placed at: Tees, Bends, Arcs, Crosses, Utility crossings, Service laterals, Casing ends, Water crossings Service stubs, Rail crossings, and at all changes in pipe diameter.
- b) Refer to the *Electronic Marker Ball Placement* Standard Detail in the plans.

Electronic Marker Installation, Spacing, and Depth

- a) Minimum depth of burial: 18 inches
- b) Nominal depth of burial: 24 inches
- c) Maximum depth of burial: 48 inches
- d) Minimum height above the main: 6 inches
- e) Minimum distance between markers: 3.5 feet
- f) Nominal distance between markers: 100 feet

- g) Maximum distance between markers: 200 feet
- h) On bends and lateral pipe deflections place one marker ball every (25) feet
- i) Markers to be installed above any installed main marking tape

The Marker Balls, Tracer Wire and Marking Tape are all incidental to the water lines.

Page 10-59, Subarticle 1036-7 Water Valve, add the following sentences:

All valves shall be in conformance with the latest revision of all reference standards of AWWA C509 / 515: "*Resilient Seated Gate Valves for Water Supply Service*".

Gate Valves:

Four (4) inch through twelve (12) inch mains: use resilient wedge gate Valves.

All valves shall open left (counter clock wise) – no right hand valves allowed.

Two (2) inch metal operating nut with arrow indicating direction of opening.

All valves shall have a valve box and a four inch (4") thick concrete collar in non-traffic areas per Standard Detail.

Rated for a 200 psi working pressure.

Acceptable product: Mueller, M & H, American Flow Control, Clow, or approved equal.

Butterfly Valves:

Butterfly valves shall meet the requirement of AWWA C504

Butterfly Valves shall have mechanical joints.

Operating stem and nut shall be two (2) inch and open left only.

Resilient and elastomer seats are to be synthetic rubber (EPDM).

Rated for a 150 psi working pressure.

Shafts to be turned, ground and polished, constructed of 18-8 Type 304 stainless steel:

- a) Shafts to be of one piece design.
- b) Attach disc to shaft with stainless steel tapered pins and locking nuts.

Provide operators with not less than maximum operator torque, as determined in accordance with Appendix A of AWWA C504, to operate valves under actual line pressures and velocities:

- a) Provide worm and gear, or traveling nut type, self-locking to prevent the valve disc from creeping or fluttering when it is in any intermediate position between open and closed.
- b) Gear operators to be permanently lubricated, totally enclosed, with adjustable stops for the open and closed position.
- c) All exterior fasteners shall be minimum Type 304 stainless steel.

Epoxy coated inside and outside conforming to AWWA C550.

Acceptable product: Mueller, American Darling, Pratt, or approved equal.

Page 15-6, Sub-article 1510-3 (B), Testing and Sterilization:
change the allowable leakage formula to:

$$W = LD\sqrt{P} \div 148,000$$

Page 15-6, Sub-article 1510-3 (B) Line 32, Testing and Sterilization, seventh paragraph:

delete the words "may be performed concurrently or"
and replace with "shall be performed".

The process will follow AWWA C651, section 4.4.3 (the Continuous Feed Method) and NCAC Title 15A, Subchapter 18C, section .1003. The bacteriological samples need to be tested at a state approved laboratory.

Page 15-9, Subarticle 1515-4 Measurement and Payment, add the following sentences to Paragraph 2 and 4:

Service line piping shall be minimum one (1) inch diameter for 3/4 and 1 inch relocated or reconnect water meters. The service line shall be HDPE tubing, SDR 9, 200 psi,

conforming to ASTM D2737/AWWA C901. No joints are allowed on a service line between the main service tap and the meter stop.

PROJECT SPECIAL PROVISIONS
Utilities by Others

General:

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

- A) Atlantic Telephone Membership Corporation (Telephone and CATV)
- B) Brunswick Electric Membership Corporation (Distribution)

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

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

Utilities Requiring Adjustment:

- A) Atlantic Telephone Membership Corporation (Telephone and CATV)
 - 1) See Utilities by Others Plans
 - 2) Contact person: Bernard Jones (910-843-7952)
 - 3) Relocation will be completed by the date of availability
- B) Brunswick Electric Membership Corporation (Distribution)
 - 1) See Utilities by Others Plans
 - 2) Contact person: Scott Dutton (910-843-7952)
 - 3) Relocation will be completed by the date of availability

**Project Special Provisions
Erosion Control**

STABILIZATION REQUIREMENTS:

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)

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

All Roadway Areas

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

Waste and Borrow Locations

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

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

Approved Tall Fescue Cultivars

2 nd Millennium	Duster	Magellan	Rendition
Avenger	Endeavor	Masterpiece	Scorpion
Barlexas	Escalade	Matador	Shelby
Barlexas II	Falcon II, III, IV & V	Matador GT	Signia
Barrera	Fidelity	Millennium	Silverstar
Barrington	Finesse II	Montauk	Southern Choice II
Biltmore	Firebird	Mustang 3	Stetson
Bingo	Focus	Olympic Gold	Tarheel
Bravo	Grande II	Padre	Titan Ltd
Cayenne	Greenkeeper	Paraiso	Titanium
Chapel Hill	Greystone	Picasso	Tomahawk
Chesapeake	Inferno	Piedmont	Tacer
Constitution	Justice	Pure Gold	Trooper
Chipper	Jaguar 3	Prospect	Turbo
Coronado	Kalahari	Quest	Ultimate
Coyote	Kentucky 31	Rebel Exeda	Watchdog
Davinci	Kitty Hawk	Rebel Sentry	Wolfpack
Dynasty	Kitty Hawk 2000	Regiment II	
Dominion	Lexington	Rembrandt	

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

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

Native Grass Seeding and Mulching

(East)

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

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

March 1 - August 31

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

September 1 - February 28

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

Approved Creeping Red Fescue Cultivars:

Aberdeen

Boreal

Epic

Cindy Lou

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

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

Measurement and Payment

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

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

CRIMPING STRAW MULCH:

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

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

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

TEMPORARY SEEDING:

Fertilizer shall be the same analysis as specified for *Seeding and Mulching* and applied at the rate of 400 pounds and seeded at the rate of 50 pounds per acre. Sweet Sudan Grass, German Millet

or Browntop Millet shall be used in summer months and Rye Grain during the remainder of the year. The Engineer will determine the exact dates for using each kind of seed.

FERTILIZER TOPDRESSING:

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

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

SUPPLEMENTAL SEEDING:

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

MOWING:

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

LAWN TYPE APPEARANCE:

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

REFORESTATION:

Description

Reforestation will be planted in areas as directed. *Reforestation* is not shown on the plan sheets. See the Reforestation Detail Sheet.

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

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

Materials

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

Construction Methods

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

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

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

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

Measurement and Payment

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

RESPONSE FOR EROSION CONTROL:

Description

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

Section	Erosion Control Item	Unit
1605	Temporary Silt Fence	LF
1606	Special Sediment Control Fence	LF/TON

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

Construction Methods

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

Measurement and Payment

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

Payment will be made under:

Pay Item

Response for Erosion Control

Pay Unit

Each

HIGH QUALITY WATERS:

Description

The Shallotte River, The Mill Pond and Jinny's Branch have been identified as high quality waters. This designation requires special procedures to be used for clearing and grubbing,

temporary stream crossings, and grading operations within the High Quality Water Zone and as designated by the Engineer. The High Quality Water Zones are identified on the plans as Environmentally Sensitive Areas. This also requires special procedures to be used for seeding and mulching and staged seeding.

The High Quality Water Zone/Environmentally Sensitive Area shall be defined as a 50-foot buffer zone on both sides of the stream measured from top of streambank.

Construction Methods

(A) Clearing and Grubbing

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

(B) Grading

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

(C) Temporary Stream Crossings

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

(D) Seeding and Mulching

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

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

(E) Stage Seeding

The work covered by this section shall consist of the establishment of a vegetative cover on cut and fill slopes as grading progresses. Seeding and mulching shall be done in stages on cut and fill slopes that are greater than 20 feet in height measured along the slope, or greater than 2 acres in area. Each stage shall not exceed the limits stated above.

Additional payments will not be made for the requirements of this section, as the cost for this work shall be included in the contract unit prices for the work involved.

MINIMIZE REMOVAL OF VEGETATION:

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

STOCKPILE AREAS:

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

ACCESS AND HAUL ROADS:

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

WASTE AND BORROW SOURCES:

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

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

TEMPORARY DIVERSION:

This work consists of installation, maintenance, and cleanout of *Temporary Diversions* in accordance with Section 1630 of the *Standard Specifications*. The quantity of excavation for installation and cleanout will be measured and paid for as *Silt Excavation* in accordance with Article 1630-4 of the *Standard Specifications*.

SAFETY FENCE AND JURISDICTIONAL FLAGGING:**Description**

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

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

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

Materials**(A) Safety Fencing**

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

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

(B) Boundary Flagging

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

Construction Methods

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

(A) Safety Fencing

Posts shall be set at a maximum spacing of 10 ft., maintained in a vertical position and hand set or set with a post driver. If hand set, all backfill material shall be thoroughly tamped. Wood posts may be sharpened to a dull point if power driven. Posts damaged by power driving shall be removed and replaced prior to final acceptance. The tops of all wood posts shall be cut at a 30-

degree angle. The wood posts may, at the option of the Contractor, be cut at this angle either before or after the posts are erected.

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

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

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

(B) Boundary Flagging

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

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

Installation of boundary flagging for delineation of all jurisdictional boundaries at staging areas, waste sites, or borrow pits shall be performed in accordance with Subarticle 230-4(B)(3)(d) or Subarticle 802-2(F) of the *Standard Specifications*. No direct pay will be made for this delineation, as the cost of same shall be included in the unit prices bid for the various items in the contract.

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

Measurement and Payment

Safety Fence will be measured and paid as the actual number of linear feet of polyethylene or polypropylene fence installed in place and accepted. Such payment will be full compensation including but not limited to furnishing and installing fence geotextile with necessary posts and post bracing, staples, tie wires, tools, equipment and incidentals necessary to complete this work.

Payment will be made under:

Pay Item	Pay Unit
Safety Fence	Linear Foot

PERMANENT SOIL REINFORCEMENT MAT:**Description**

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

Materials

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

Property	Test Method	Value	Unit
Light Penetration	ASTM D6567	9	%
Thickness	ASTM D6525	0.40	in
Mass Per Unit Area	ASTM D6566	0.55	lb/sy
Tensile Strength	ASTM D6818	385	lb/ft
Elongation (Maximum)	ASTM D6818	49	%
Resiliency	ASTM D1777	>70	%
UV Stability *	ASTM D4355	≥80	%
Porosity (Permanent Net)	ECTC Guidelines	≥85	%
Maximum Permissible Shear	Performance Bench	≥8.0	lb/ft ²
Stress (Vegetated)	Test		
Maximum Allowable Velocity	Performance Bench	≥16.0	ft/s
(Vegetated)	Test		

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

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

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

Construction Methods

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

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

Measurement and Payment

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

Payment will be made under:

Pay Item

Permanent Soil Reinforcement Mat

Pay Unit

Square Yard

SKIMMER BASIN WITH BAFFLES:

(East)

Description

Provide a skimmer basin to remove sediment from construction site runoff at locations shown in the erosion control plans. See the Skimmer Basin with Baffles Detail sheet provided in the erosion control plans. Work includes constructing sediment basin, installation of temporary slope drain pipe and coir fiber baffles, furnishing, installation and cleanout of skimmer, providing and placing stone pad on bottom of basin underneath skimmer device, providing and placing a geotextile spillway liner, providing coir fiber mat stabilization for the skimmer outlet, disposing of excess materials, removing temporary slope drain, coir fiber baffles, geotextile liner and skimmer device, backfilling basin area with suitable material and providing proper drainage when basin area is abandoned.

Materials

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

Provide appropriately sized and approved skimmer device.

Provide Schedule 40 PVC pipe with a length of 6 ft. to attach to the skimmer and the coupling connection to serve as the arm pipe. For skimmer sizes of 2.5 in. and smaller, the arm pipe diameter shall be 1.5 inches. For skimmer sizes of 3 in. and larger, refer to manufacturer recommendation.

Provide 4" diameter Schedule 40 PVC pipe to attach to coupling connection of skimmer to serve as the barrel pipe through the earthen dam.

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

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

Anchors: Staples, stakes, or reinforcement bars shall be used as anchors.

Wooden Stakes:

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

Steel Reinforcement Bars:

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

Staples:

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

Construction Methods

Excavate basin according to the erosion control plans with basin surface free of obstructions, debris, and pockets of low-density material. Install temporary slope drain pipe and construct the primary spillway according to the Skimmer Basin with Baffles Detail sheet in the erosion control plans. Temporary slope drain pipe at inlet of basin may be replaced by Type 4 geotextile as directed. Construct the coir fiber baffles according to *Roadway Standard Drawings* No. 1640.01 and Section 1640 of the *Standard Specifications*.

Install skimmer device according to manufacturer recommendations. Install 4" Schedule 40 PVC pipe into dam on the lower side of basin 1 ft. from the bottom of the basin and according to the detail, and extend the pipe so the basin will drain. Attach a 6 ft. arm pipe to the coupling connection and skimmer according to manufacturer recommendations. Attach the rope included with the skimmer to the tee between the vent socket and the tube inlet, and the other end to a wooden stake or metal post. Clean out skimmer device when it becomes clogged with sediment and/or debris and is unable to float at the top of water in skimmer basin. Take appropriate measures to avoid ice accumulation in the skimmer device. Construct a stone pad of Class B stone directly underneath the skimmer device at bottom of basin. The pad shall be a minimum of 12" in height, and shall have a minimum cross sectional area of 4 ft. by 4 ft.

Line primary spillway with low permeability polypropylene geotextile unrolled in the direction of flow and lay smoothly but loosely on soil surface without creases. Bury edges of geotextile in a trench at least 5" deep and tamp firmly. If geotextile for the primary spillway is not one continuous piece of material, make horizontal overlaps a minimum of 18" with upstream geotextile overlapping the downstream geotextile. Secure geotextile with eleven gauge wire staples shaped into a *u* shape with a length of not less than 12" and a throat not less than 1" in width. Place staples along outer edges and throughout the geotextile a maximum of 3 ft. horizontally and vertically. Geotextile shall be placed to the bottom and across the entire width of the basin according to the Skimmer Basin with Baffles detail. Place sealant inside basin around barrel pipe on top of geotextile with a minimum width of 6 in.

At the skimmer outlet, provide a smooth soil surface free from stones, clods, or debris that will prevent contact of the coir fiber matting with the soil. Unroll the matting and apply without stretching such that it will lie smoothly but loosely on the soil surface. Wooden stakes, reinforcement bars, or staples may be used as anchors in accordance with the details in the plans

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

All bare side slope sections of the skimmer basin shall be seeded with a temporary or permanent seed mix as directed and in accordance with Articles 1620-3, 1620-4, 1620-5, 1660-4, 1660-5 and 1660-7 of the *Standard Specifications*. Straw or excelsior matting shall be installed on all bare side slope sections immediately upon the completion of seeding and in accordance with Article 1631-3 of the *Standard Specifications*.

Measurement and Payment

Silt Excavation will be measured and paid for in accordance with Article 1630-4 of the *Standard Specifications*, as calculated from the typical section throughout the length of the basin as shown on the final approved plans.

Geotextile for Soil Stabilization will be measured and paid for in accordance with Article 270-4 of the *Standard Specifications*.

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

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

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

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

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

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

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

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

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

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

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

Payment will be made under:

Pay Item	Pay Unit
" Skimmer	Each
Coir Fiber Mat	Square Yard
Low Permeability Geotextile	Square Yard

TIERED SKIMMER BASIN WITH BAFFLES:

(East)

Description

Provide a tiered skimmer basin to remove sediment from construction site runoff at locations shown in the erosion control plans. See the Tiered Skimmer Basin Detail sheet provided in the erosion control plans. Tiered Skimmer Basins shall be installed in areas where topography creates a large elevation difference between the inlet and outlet of a single skimmer basin. Work includes constructing sediment basins, installation of coir fiber baffles, installation of temporary slope drains, furnishing, installation and cleanout of skimmer, providing and placing stone pad on bottom of basin underneath skimmer device, providing and placing geotextile spillway liners, providing coir fiber mat stabilization for the skimmer outlet, disposing of excess materials, removing temporary slope drains, coir fiber baffles, geotextile liner and skimmer device, backfilling basin area with suitable material and providing proper drainage when basin area is abandoned.

Materials

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

Provide appropriately sized and approved skimmer device.

Provide Schedule 40 PVC pipe with a length of 6 ft. to attach to the skimmer and the coupling connection to serve as the arm pipe. For skimmer sizes of 2.5 in. and smaller, the arm pipe diameter shall be 1.5 inches. For skimmer sizes of 3 in. and larger, refer to manufacturer recommendation.

Provide 4" diameter Schedule 40 PVC pipe to attach to coupling connection of skimmer to serve as the barrel pipe through the earthen dam.

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

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

Anchors: Staples, stakes, or reinforcement bars shall be used as anchors.

Wooden Stakes:

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

Steel Reinforcement Bars:

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

Staples:

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

Construction Methods

Excavate basins according to the erosion control plans with basin surface free of obstructions, debris, and pockets of low-density material. Install temporary slope drains and construct the

primary spillways according to the Tiered Skimmer Basin Detail sheet in the erosion control plans. Construct the coir fiber baffles according to *Roadway Standard Drawings* No. 1640.01 and Section 1640 of the *Standard Specifications*. Multiple upper basins, or Modified Silt Basins Type 'B' as labeled on the detail, may be required based on site conditions and as directed.

Install skimmer device according to manufacturer recommendations. Install 4" Schedule 40 PVC pipe into dam on the lower side of basin 1 ft. from the bottom of the basin and according to the detail, and extend the pipe so the basin will drain. Attach a 6 ft. arm pipe to the coupling connection and skimmer according to manufacturer recommendations. Attach the rope included with the skimmer to the tee between the vent socket and the tube inlet, and the other end to a wooden stake or metal post. Clean out skimmer device when it becomes clogged with sediment and/or debris and is unable to float at the top of water in skimmer basin. Take appropriate measures to avoid ice accumulation in the skimmer device. Construct a stone pad of Class B stone directly underneath the skimmer device at bottom of basin. The pad shall be a minimum of 12" in height, and shall have a minimum cross sectional area of 4 ft. by 4 ft.

Install a minimum of 2 (two) temporary slope drains to dewater the upper basin to the lower basin. The slope drains shall be installed a minimum of 6 inches, or one radius width of the temporary slope drain pipe, below the base of the primary spillway section of the upper basin. The outlet of the slope drains shall be placed on the bottom elevation of the lower basin.

Line primary spillways with low permeability polypropylene geotextile unrolled in the direction of flow and lay smoothly but loosely on soil surface without creases. Bury edges of geotextile in a trench at least 5" deep and tamp firmly. If geotextile for primary spillways is not one continuous piece of material, make horizontal overlaps a minimum of 18" with upstream geotextile overlapping the downstream geotextile. Secure geotextile with eleven gauge wire staples shaped into a *u* shape with a length of not less than 12" and a throat not less than 1" in width. Place staples along outer edges and throughout the geotextile a maximum of 3 ft. horizontally and vertically. Geotextile shall be placed to the bottom and across the entire width of the basin according to the Tiered Skimmer Basin with Baffles detail.

At the skimmer outlet, provide a smooth soil surface free from stones, clods, or debris that will prevent contact of the coir fiber matting with the soil. Unroll the matting and apply without stretching such that it will lie smoothly but loosely on the soil surface. Wooden stakes, reinforcement bars, or staples may be used as anchors in accordance with the details in the plans and as directed. Place anchors across the matting at the ends approximately 1 ft. apart. Place anchors along the outer edges and down the center of the matting 3 ft. apart. Place sealant inside basin around barrel pipe on top of geotextile with a minimum width of 6 in.

All bare side slope sections of the skimmer basin shall be seeded with a temporary or permanent seed mix as directed and in accordance with Articles 1620-3, 1620-4, 1620-5, 1660-4, 1660-5 and 1660-7 of the *Standard Specifications*. Straw or excelsior matting shall be installed on all bare side slope sections immediately upon the completion of seeding and in accordance with Article 1631-3 of the *Standard Specifications*.

Measurement and Payment

Silt Excavation will be measured and paid for in accordance with Article 1630-4 of the *Standard Specifications*, as calculated from the typical section throughout the length of the basin as shown on the final approved plans.

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

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

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

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

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

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

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

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

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

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

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

Payment will be made under:

Pay Item	Pay Unit
___" Skimmer	Each

Coir Fiber Mat
Low Permeability Geotextile

Square Yard
Square Yard

INFILTRATION BASIN WITH BAFFLES:

(East)

Description

Provide an infiltration basin to remove sediment from construction site runoff at locations shown in the erosion control plans. See the Infiltration Basin with Baffles Detail sheet provided in the erosion control plans. Work includes constructing sediment basin, installation of coir fiber baffles, providing and placing geotextile spillway liner, providing coir fiber mat stabilization for the primary spillway outlet, disposing of excess materials, removing geotextile liner and coir fiber mat, backfilling basin area with suitable material and providing proper drainage when basin area is abandoned.

Materials

Item	Section
Staples	1060-8
Coir Fiber Mat	1060-14
Coir Fiber Baffle	1640

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

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

Anchors: Staples, stakes, or reinforcement bars shall be used as anchors.

Wooden Stakes:

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

Steel Reinforcement Bars:

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

Staples:

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

Construction Methods

Excavate basin according to the erosion control plans with basin surface free of obstructions, debris, and pockets of low-density material. Excavation into or below the water table shall not occur, and avoid compacting the bottom of the basin with equipment tires, excavation bucket, etc. Construct the coir fiber baffles according to *Roadway Standard Drawings* No. 1640.01 and Section 1640 of the *Standard Specifications*. Construct earth berm around perimeter of infiltration basin as shown in the detail and the earth berm height shall be limited to 3 ft.

Construct the primary spillway according to the Infiltration Basin with Baffles Detail sheet in the erosion control plans. Line primary spillway with low permeability polypropylene geotextile unrolled in the direction of flow and lay smoothly but loosely on soil surface without creases. Bury edges of geotextile in a trench at least 5" deep and tamp firmly. Make vertical overlaps a minimum of 18" with upstream geotextile overlapping the downstream geotextile. Secure geotextile with eleven gauge wire staples shaped into a *u* shape with a length of not less than 12" and a throat not less than 1" in width. Place staples along outer edges and throughout the geotextile a maximum of 3 ft. horizontally and vertically. Geotextile shall be placed to the bottom and across the entire width of the basin according to the Infiltration Basin with Baffles detail.

At the primary spillway outlet, provide a smooth soil surface free from stones, clods, or debris that will prevent contact of the coir fiber matting with the soil. Unroll the matting and apply without stretching such that it will lie smoothly but loosely on the soil surface. Wooden stakes, reinforcement bars, or staples may be used as anchors in accordance with the details in the plans and as directed. Place anchors across the matting at the ends approximately 1 ft. apart. Place anchors along the outer edges and down the center of the matting 3 ft. apart.

Measurement and Payment

Silt Excavation will be measured and paid for in accordance with Article 1630-4 of the *Standard Specifications*, as calculated from the typical section throughout the length of the basin as shown on the final approved plans.

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

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

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 other items or for over excavation or stockpiling.

Payment will be made under:

Pay Item	Pay Unit
Coir Fiber Mat	Square Yard
Low Permeability Geotextile	Square Yard

COIR FIBER WATTLES WITH POLYACRYLAMIDE (PAM):

Description

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

Materials

Coir Fiber Wattle shall meet the following specifications:

100% Coir (Coconut) Fibers	
Minimum Diameter	12 in.
Minimum Density	3.5 lb/ft ³ +/- 10%
Net Material	Coir Fiber
Net Openings	2 in. x 2 in.
Net Strength	90 lbs.
Minimum Weight	2.6 lbs./ft. +/- 10%

Anchors: Stakes shall be used as anchors.

Wooden Stakes:

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

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

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

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

Construction Methods

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

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

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

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

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

Measurement and Payment

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

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

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

Payment will be made under:

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

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

Description

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

Materials

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

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

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

Polyacrylamide (PAM) shall be applied in powder form and shall be anionic or neutrally charged. Soil samples shall be obtained in areas where the Temporary Rock Silt Checks Type A with Excelsior Matting and PAM will be placed, and from offsite material used to construct the roadway, and analyzed for the appropriate PAM flocculant to be utilized with each Temporary Rock Silt Check Type A. The PAM product used shall be listed on the North Carolina Department of Environment and Natural Resources (NCDENR) Division of Water Quality (DWQ) web site as an approved PAM product for use in North Carolina.

Construction Methods

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

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

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

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

Measurement and Payment

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

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

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

Payment will be made under:

Pay Item	Pay Unit
Polyacrylamide(PAM)	Pound

BORROW PIT DEWATERING BASIN:

(3-17-09) (Rev 3-2-11)

Description

Water discharge from borrow pit sites shall not cause surface waters to exceed 50 NTUs (nephelometric turbidity unit) in streams not designated as trout waters and 10 NTUs in streams, lakes or reservoirs designated as trout waters. For lakes and reservoirs not designated as trout

waters, the turbidity shall not exceed 25 NTUs. If the turbidity exceeds these levels due to natural background conditions, the existing turbidity level shall not be increased.

Construct, maintain and remove earth embankments used to reduce turbidity from dewatering borrow sites. Work includes providing porous coir fiber baffle, filtration geotextile, stone and outlet structures; cleaning out, maintaining, removing and disposing of the borrow pit dewatering basin and all components; and reshaping, dressing, seeding and mulching the area.

Materials

Refer to Division 10

Item	Section
Riprap, Class A, B, 1, and 2	1042
Geotextile for Drainage, Type 2	1056
Coir Fiber Baffle	1640-2

Use suitable excavated materials, as specified in Sections 225, 230 and 240 of the *Standard Specifications* in the construction of earth embankments for borrow pit dewatering basins, except where otherwise specified.

Construction Methods

Construct borrow pit dewatering basins according to the detail in the erosion control plans, and at locations shown on Reclamation Plans or in areas as directed.

The volume of the borrow pit dewatering basin will be based on a 2 hour retention time. The pump rate shall not exceed 1,000 GPM. The Contractor, at his option, may use a greater retention time for managing turbidity.

The straight line distance between the inlet and outlet shall be divided to include a forebay chamber in the upper quarter cell. Install one porous coir fiber baffle across the full width of the basin to delineate the forebay chamber. Do not use earthen or rock baffle. Install filtration geotextile on the interior side slopes and the floor of the forebay.

The water pumped from the borrow pit into the dewatering basin shall be obtained from the top of the water column and shall be discharged into the forebay in a non-erodible manner.

The borrow pit dewatering basin outlet shall be a vertical non-perforated riser pipe or flash board riser attached with a watertight connection to a barrel that carries the water through the embankment.

Maintenance and Removal

Maintain the borrow pit dewatering basin, coir fiber baffle, and remove and dispose of silt accumulations in accordance with Article 1630-3 of the *Standard Specifications*. The Contractor may include a drain device for maintenance and removal at his discretion.

Remove the borrow pit dewatering basin once dewatering operations are completed. Grade, seed, and mulch the area after removal of the borrow pit dewatering basin in accordance with Section 1660 of the *Standard Specifications*. The area shall be stabilized with an approved groundcover before final acceptance of the site.

Measurement and Payment

No direct payment will be made for borrow pit dewatering basins with the exception of the work of silt removal during dewatering basin operation and the work of seeding and mulching after removal of the dewatering basin. All other work and materials required for installation, maintenance and removal of borrow pit dewatering basins shall be incidental to *Borrow Excavation*. Such price and payments will be full compensation for the work of constructing, maintaining and removing the borrow pit dewatering basin including, but not limited to, the construction and removal of the borrow pit dewatering basin; furnishing of the outlet structure, baffle, filtration geotextile, stone and optional drain devices; and removal of all such items once dewatering operations are completed.

Removal and disposal of silt accumulations during dewatering operations will be measured and paid at the contract unit price per cubic yard for *Silt Excavation* in accordance with Article 1630-4 of the *Standard Specifications*.

Grading, seeding, and mulching the area after removal of the borrow pit dewatering basin will be measured and paid at the contract unit price per acre for *Seeding and Mulching* in accordance with Section 1660-8 of the *Standard Specifications*.

PUMP AROUND OPERATION:**Description**

The work covered by this section consists of furnishing, installing, maintaining and removing any and all pump around systems used on this project. The Contractor shall install a pump around system in locations as shown in the plans and in other locations approved by the Engineer. The pump around system shall provide a passageway for the stream flow around the work site.

The quantity of pump around systems may be increased, decreased, or eliminated entirely as directed. Such variations in quantity will not be considered as alterations in the details of construction or a change in the character of the work. See NCDOT *Best Management Practices for Construction and Maintenance Activities* manual for example pump around operation.

Materials**Item**

Special Stilling Basin

Section

1639

Impervious Dike shall meet the specifications as provided elsewhere in this contract.

Pumps shall be of sufficient size to divert the stream flow around the work area, as approved by the Engineer.

Construction Methods

Install *impervious dike(s)* as shown on the plans or as directed. Pump water around the work site. If the water is turbid or exposed to bare soil, pump through a *special stilling basin*. Once the work is complete in an area remove the *impervious dike(s)* and pump system, and stabilize the area.

Measurement and Payment

Impervious Dike will be measured and paid for as provided elsewhere in this contract.

Special Stilling Basin will be measured and paid for in accordance with Article 1639-4 of the *Standard Specifications*.

Payment for pumping operations shall be considered incidental to the work of installing pipes and culverts. The pumping operations shall include but not be limited to, diverting the stream flow around the work area and pumping runoff from the work area into a stilling basin, special stilling basin or other sediment control device. No additional payment will be made for furnishing materials or maintenance of the pumping operations for the installation of pipes and culverts.

The above prices and payments will be full compensation for all work covered by this section including, but not limited to furnishing all of the necessary materials, construction, maintenance and removal of the impervious dike and pump around system.

IMPERVIOUS DIKE:**Description**

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

Materials

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

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

Measurement and Payment

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

Payment will be made under:

Pay Item

Impervious Dike

Pay Unit

Linear Foot

TEMPORARY PIPE FOR CULVERT CONSTRUCTION:**Description**

This work consists of furnishing, installing, maintaining and removing any and all temporary pipe used on this project in conjunction with the culvert construction.

Construction Methods

The Contractor shall install temporary pipe in locations shown on the plans in such a manner approved by the Engineer. The temporary pipe shall provide a passageway for the stream through the work-site. The minimum size requirements will be as stated on the erosion control plans.

Measurement and Payment

 " *Temporary Pipe* will be measured and paid for at the contract unit price per linear foot of temporary pipe approved by the Engineer and measured in place from end to end. Such price and payment will be full compensation for all work covered by this section including but not limited to furnishing all materials required for installation, construction, maintenance, and removal of temporary pipe.

Payment will be made under:

Pay Item

___" Temporary Pipe

Pay Unit

Linear Foot

COIR FIBER MAT:**Description**

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

Materials**Item**

Coir Fiber Mat

Section

1060-14

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

Wooden Stakes:

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

Steel Reinforcement Bars:

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

Staples:

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

Construction Methods

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

For stream relocation applications, take care to preserve the required line, grade, and cross section of the area covered. Bury the top slope end of each piece of mat in a narrow trench at

least 6 in. deep and tamp firmly. Where one roll of matting ends and a second roll begins, overlap the end of the upper roll over the buried end of the second roll so there is a 6 in. overlap. Construct check trenches at least 12 in. deep every 50 ft. longitudinally along the edges of the mat or as directed. Fold over and bury mat to the full depth of the trench, close and tamp firmly. Overlap mat at least 6 in. where 2 or more widths of mat are installed side by side.

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

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

Measurement and Payment

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

No measurement will be made for anchor items.

Payment will be made under:

Pay Item

Coir Fiber Mat

Pay Unit

Square Yard

STREAM CHANNEL RELOCATION LIMITATIONS:

The following sequence of construction shall be followed in the areas designated on the plans as stream relocations. Failure on the part of the Contractor to follow this sequence, and complete each step prior to proceeding in this area as specified, will be just cause for the Engineer to direct the suspension of work in accordance with Article 108-7 of the *Standard Specifications*.

- (A) Clear, but do not grub area within the Environmentally Sensitive Area on the existing stream to be relocated.
- (B) Construct and stabilize, with vegetation or erosion control materials sufficient to restrain erosion, the proposed stream channel relocation as shown on the plans.
- (C) Divert water into newly constructed channel only after it has been stabilized and approved.
- (D) Begin grubbing and/or grading within the Environmentally Sensitive Area of the existing stream.

The Contractor shall perform seeding and mulching and install erosion control matting to all cut/fill slopes adjacent to stream relocations in accordance with the contract.

The above requirements apply to the stream channels being constructed at the following stations:

Approx. Sta. 28+88 to 30+06 -Y10- Left

STREAMBANK REFORESTATION:**Description**

Streambank Reforestation will be planted in areas designated on the plans and as directed. See the Streambank Reforestation Detail Sheets.

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

Materials

Item	Section
Coir Fiber Mat	1060-14

Live Stakes:

Type I Streambank Reforestation shall be live stakes, planted along both streambanks. Live stakes shall be ½"- 2" in diameter. Stakes shall also be 2 ft. - 3 ft. in length.

Live staking plant material shall consist of a random mix made up of 50% Black Willow (*Salix nigra*) and 50% Silky Dogwood (*Cornus amomum*). Other species may be substituted upon approval of the Engineer. All plant material shall be harvested locally (within the same physiographic ecoregion and plant hardiness zone) or purchased from a local nursery, with the approval of the Engineer. All live stakes shall be dormant at time of acquisition and planting.

Staples, stakes, or reinforcement bars shall be used as anchors and shall meet the following requirements:

Wooden Stakes:

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

Steel Reinforcement Bars:

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

Staples:

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

Bare Root Seedlings:

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

Construction Methods

Coir fiber matting shall be installed on the streambanks where live staking is to be planted as shown on the Streambank Reforestation Detail Sheets and in locations as directed. Work includes providing all materials, excavating and backfilling, and placing and securing coir fiber mat.

Provide a smooth soil surface free from stones, clods, or debris that will prevent the contact of the matting with the soil. Place the matting immediately upon final grading and permanent seeding. Take care to preserve the required line, grade, and cross section of the area covered.

Unroll the matting and apply without stretching such that it will lie smoothly but loosely on the soil surface. Bury the top slope end of each piece of matting in a narrow trench at least 6" deep and tamp firmly. Where one roll of matting ends and a second roll begins, overlap the end of the upper roll over the buried end of the second roll so there is a 6" overlap. Construct check trenches at least 12" deep every 50 ft. longitudinally along the edges of the matting, or as directed. Fold over and bury matting to the full depth of the trench, close and tamp firmly. Overlap matting at least 6" where 2 or more widths of matting are installed side by side.

Wooden stakes, reinforcement bars, or staples may be used as anchors in accordance with the Streambank Reforestation Detail Sheets and as directed. Place anchors across the matting at ends, junctions, and check trenches approximately 1 ft. apart. Place anchors down the center of each strip of matting 3 ft. apart. Place anchors along all lapped edges 1 ft. apart. Refer to the Streambank Reforestation Detail Sheets for anchoring pattern. The Engineer may require adjustments in the trenching or anchoring requirements to fit individual site conditions.

During preparation of the live stakes, the basal ends shall be cleanly cut at an angle to facilitate easy insertion into the soil, while the tops shall be cut square or blunt for tamping. All limbs shall be removed from the sides of the live cutting prior to installation.

Live stakes shall be installed within 48 hours of cutting. Outside storage locations should be continually shaded and protected from wind and direct sunlight. Live cut plant material shall remain moist at all times before planting.

Stakes shall be spaced approximately 4 ft. on center. Live stakes shall be installed according to the configuration presented on the Streambank Reforestation Detail Sheets.

Tamp live stakes perpendicularly into the finished bank slope with a dead blow hammer, with buds oriented in an upward direction. Stakes should be tamped until approximately $\frac{3}{4}$ of the stake length is within the ground. The area around each live stake shall be compacted by foot after the live stake has been installed.

1"- 2" shall be cut cleanly off of the top of each live stake with loppers at an angle of approximately 15 degrees following installation. Any stakes that are split or damaged during installation shall be removed and replaced.

The bare root seedlings shall be planted as soon as practical following permanent *Seeding and Mulching*. The seedlings shall be planted from top of bank out, along both sides of the stream, as designated on the plans.

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

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

Seasonal Limitations: Streambank reforestation shall be planted from November 15 through March 15.

Measurement and Payment

Streambank Reforestation will be measured and paid for as the actual number of acres of land measured along the surface of the ground, which has been acceptably planted in accordance with this section.

Payment will be made under:

Pay Item	Pay Unit
Streambank Reforestation	Acre

STRUCTURE STONE:

Description

This work consists of furnishing, stockpiling, placing and maintaining approved stone used to construct rock cross-vanes, rock vanes, j-hook vanes, w-rock cross vanes, log sills, log vanes, root wad/log vanes, log cross vanes, root wad structures, rock cross vanes for step pools, channel blocks, double wing deflectors, single wing deflectors, stream crossings, rock energy dissipaters, constructed riffles, and for use in other locations as directed.

The quantity of stone to be installed will be affected by the actual conditions that occur during the construction of the project. The quantity of stone may be increased, decreased, or eliminated entirely as directed. Such variations in quantity will not be considered as alterations in the details of construction or a change in the character of the work.

Materials

Refer to Division 10

Item	Section
No. 57 Stone	1005
Riprap, Class A, B, 1, and 2	1042
Geotextile for Drainage, Type 2	1056

Boulders shall meet the requirements of Section 1042 of the *Standard Specifications*. Boulders of minimum dimension 36" x 24" x 24" shall be individually picked for use in the structures. Boulders shall be relatively flat on either side in the same dimension, preferably the long dimension.

Construction Methods

The Contractor shall place geotextile and stone in locations and to the thickness, widths, and lengths as shown on the plans or as directed. All stone shall be placed to form a sediment and erosion control device, an in-stream structure, or a channel lining neatly and uniformly with an even surface in accordance with the contract and shall meet the approval of the Engineer.

Measurement and Payment

No. 57 Stone will be measured and paid as the actual number of tons that have been incorporated into the work, or have been delivered to and stockpiled on the project as directed. No. 57 stone that has been stockpiled will not be measured a second time.

Riprap, Class ____ will be measured and paid for in accordance with Article 876-4 of the *Standard Specifications*.

Geotextile for Drainage will be measured and paid for in accordance with Article 876-4 of the *Standard Specifications*.

Boulders will be measured and paid for as the actual number of tons that have been incorporated into the work, or have been delivered to and stockpiled on the project as directed. Stone that has been stockpiled will not be measured a second time.

Such price and payment will be full compensation for all work covered by this section, including but not limited to furnishing, weighing, stockpiling, re-handling, placing, and maintaining the stone and disposal of any materials not incorporated into the project.

Payment will be made under:

Pay Item	Pay Unit
No. 57 Stone	Ton
Boulder	Ton

LOG SILL:**Description**

This work covered by this section consists of the construction and maintenance of physical barriers placed in and along the stream at locations designated on the plans to provide grade control.

The quantity of log sill to be installed will be affected by the actual conditions that occur during the construction of the project. The quantity of log sill may be increased, decreased, or eliminated entirely as directed. Such variations in quantity will not be considered as alterations in the details of construction or a change in the character of the work.

Materials

Logs: Hardwood tree species with a minimum trunk diameter of 12". The length of each log shall be sufficient to allow proper construction in accordance with the Log Sill Detail.

Refer to Division 10

Item	Section
Boulder	1042 and SP for Structure Stone
No. 57 Stone	1005
Riprap, Class A	1042-1
Geotextile for Drainage, Type 2	1056

Boulders shall be used as header and footer rocks for this device.

Construction Methods

Log Sill shall be constructed according to the Log Sill Detail shown on the plans or as directed. Logs shall be anchored together by pinning with ½" rebar and anchored to the streambed as directed. Plate the upstream side of the logs with Type 2 geotextile and No. 57 stone. The geotextile shall be securely fastened to the back of the log using galvanized roofing nails on approximately 8" centers. The log shall be keyed into the bank at the downstream end. Voids between the header and footer logs can be filled with hand-placed Class A riprap as directed. The Contractor shall furnish and install all logs per the plans or as directed. Hardwood trees encountered during clearing and grubbing may be identified and stockpiled for use as logs. Care shall be taken to preserve the log structure on the harvested trees to be used as log sills as shown on the detail in the plans.

Measurement and Payment:

Logs will be measured and paid for as the actual number of logs of each acceptable species and size, which have been incorporated into the work, or have been delivered to and stockpiled on the project as directed. Logs that have been stockpiled will not be measured a second time.

Boulders will be measured and paid for as provided elsewhere in this contract.

No. 57 Stone will be measured and paid for as provided elsewhere in this contract.

Riprap, Class ___ will be measured and paid for in accordance with Article 876-4 of the *Standard Specifications*.

Geotextile for Drainage will be measured and paid for in accordance with Article 876-4 of the *Standard Specifications*.

Such price and payment will be full compensation for all work covered by this section, including, but not limited to, furnishing all materials, labor, equipment and incidentals necessary to construct the log sill.

Payment will be made under:

Pay Item

Log

Pay Unit

Each

COMPOST BLANKET:

Description

This work shall consist of furnishing, installing, maintaining, and seeding a water permeable *Compost Blanket* to reduce soil erosion and sediment by promoting the establishment of vegetation on sandy soils where vegetation is difficult to establish.

Materials

Compost:

Compost used for Compost Blankets shall be weed free and derived from a well-decomposed source of organic matter. The compost shall be produced using an aerobic composting process meeting CFR 503 regulations, including time and temperature data indicating effective weed seed, pathogen, and insect larvae kill. The compost shall be free of any refuse, contaminants or other materials toxic to plant growth. Non-composted products will not be accepted. Test methods for the items below should follow USCC TMECC guidelines for laboratory procedures:

1. pH between 5.0-8.0 in accordance with TMECC 04.11-A, "Electrometric pH Determinations for Compost".
2. For seeded Compost Blankets, seed should be incorporated at the time of application in the entire depth of the compost blanket, at rates per foot, per square yard, or per acre, as acceptable to the engineer. The following particle sizes shall also be followed: 100% passing a 2" sieve; 99% passing a 1" sieve; minimum of 60% passing a ½" sieve. All other testing parameters remain the same. The seeding rates are generally similar or slightly higher than those used when considering application of seed via hydroseeding or other seeding methods.

3. Moisture content of less than 60% in accordance with standardized test methods for moisture determination.
4. Material shall be relatively free (<1% by dry weight) of inert or foreign man made materials.
5. A sample shall be submitted to the engineer for approval prior to being used and must comply with all local, state and federal regulations.

Construction Methods

1. Compost Blankets will be placed as directed. Unless otherwise specified, Compost Blankets should be installed at a minimum depth of 1".
2. The Compost Blanket shall be seeded at time of installation for establishment of permanent vegetation. The Engineer will specify seeding requirements.
3. Compost Blankets are not to be used in direct flow situations or in runoff channels.
4. The type and rate of seed, fertilizer and lime shall be in accordance with the Seeding and Mulching provisions of this contract and as directed.

Maintenance

1. The Contractor shall perform routine inspections and maintain the Compost Blanket in a functional condition at all times.
2. Where the Compost Blanket fails, it will be routinely repaired.
3. The Compost Blanket will be seeded on site, at rates and seed types as determined by the Engineer. Once vegetation is established, final seeding is not required.

Performance

1. The Contractor is responsible for establishing a working erosion control system and may, with approval of the Engineer, work outside the minimum construction requirements as needed.
2. Where the Compost Blanket deteriorates or fails, it will be repaired or replaced with a more effective approved alternative.

Measurement and Payment

The Contractor shall provide the Engineer with proof that a 1" thick Compost Blanket has been applied. This rate equals approximately 270 cubic yards of compost material per acre of application area. The Contractor shall supply satisfactory evidence that the specified amount of material has been effectively placed (i.e., truck load tickets).

Compost Blanket will be measured and paid for as the actual number of acres measured along the surface of the ground over which the Compost Blanket is installed and accepted.

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Brunswick County

Payment will be made under:

Pay Item

Compost Blanket

Pay Unit

Acre

PROJECT SPECIAL PROVISION

(10-18-95) (Rev. 10-15-13)

Z-1

PERMITS

The Contractor's attention is directed to the following permits, which have been issued to the Department of Transportation by the authority granting the permit.

<u>PERMIT</u>	<u>AUTHORITY GRANTING THE PERMIT</u>
Dredge and Fill and/or Work in Navigable Waters (404)	U. S. Army Corps of Engineers
Water Quality (401)	Division of Environmental Management, DENR State of North Carolina
State Dredge and Fill and/or CAMA	Division of Coastal Management, DENR State of North Carolina

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

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

The Contractor's attention is also directed to Articles 107-10 and 107-13 of the *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.

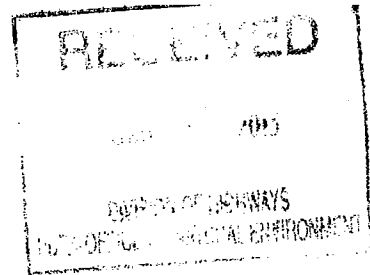
R-2



REPLY TO
ATTENTION OF:

DEPARTMENT OF THE ARMY
WILMINGTON DISTRICT, CORPS OF ENGINEERS
69 DARLINGTON AVENUE
WILMINGTON, NORTH CAROLINA 28403-1343

February 21, 2013



Regulatory Division

Action ID No. SAW-2007-00983; TIP Project No. R-3432 Brunswick County, North Carolina.

Dr. Gregory J. Thorpe, Ph.D.
North Carolina Department of Transportation
Project Development and Environmental Analysis
1598 Mail Service Center
Raleigh, North Carolina 27699-1598

Dear Dr. Thorpe:

In accordance with your complete written request of October 3, 2012 and the ensuing administrative record, enclosed is one copy of a Department of the Army permit to directly discharge fill material into waters and wetlands near the headwaters of Jinny's Branch, a tributary to the Shalotte River, to complete a new location extension of Old Georgetown Road (SR1163), Brunswick County, North Carolina. The proposed improvements total 2.859 miles in length.

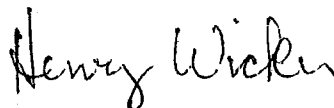
Any deviation in the authorized work will likely require modification of this permit. If a change in the authorized work is necessary, you should promptly submit revised plans to the Corps showing the proposed changes. You may not undertake the proposed changes until the Corps notifies you that your permit has been modified.

Carefully read your permit. The general and special conditions are important. Your failure to comply with these conditions could result in a violation of Federal law. Certain significant general conditions require that:

- a. You must complete construction before December 31, 2018.
- b. You must notify this office in advance as to when you intend to commence and complete work.
- c. You must allow representatives from this office to make periodic visits to your worksite as deemed necessary to assure compliance with permit plans and conditions.

You should address all questions regarding this authorization to Mr. Brad Shaver in the Wilmington Regulatory Field Office, telephone number (910) 251-4611.

Sincerely,



Steven A. Baker
Colonel, U. S. Army
District Commander

Enclosures

Copies Furnished (with enclosures):

Chief, Source Data Unit
NOAA/National Ocean Service
1315 East-West Highway, Room 3716
Silver Spring, Maryland 20910-3282

Copies Furnished (with Special Conditions and plans):

U.S. Fish and Wildlife Service
Fish and Wildlife Enhancement
Post Office Box 33726
Raleigh, North Carolina 27636-3726

Mr. Ron Sechler
National Marine Fisheries Service
Pivers Island
Beaufort, North Carolina 28516

Ms. Jennifer Derby, Chief
Wetlands Protection Section – Region IV
Water Management Division
U.S. Environmental Protection Agency
61 Forsyth Street, SW
Atlanta, Georgia 30303-8931

Mr. Jeffrey Garnett
Wetlands and Marine Regulatory Section
Water Protection Division – Region IV
U.S. Environmental Protection Agency
61 Forsyth Street, SW
Atlanta, Georgia 30303-8931

Mr. Doug Huggett
Division of Coastal Management
North Carolina Department of
Environment and Natural Resources
400 Commerce Avenue
Morehead City, North Carolina 28557

Mr. Pace Wilber
National Marine Fisheries Service
2191 Fort Johnson Road
Charleston, South Carolina 29412-9110

DEPARTMENT OF THE ARMY PERMIT

Permittee: NCDOT

Permit No.: SAW-2007-00983

Issuing Office: CESAW-RG-L

NOTE: The term "you" and its derivatives, as used in this permit, means the permittee or any future transferee. The term "this office" refers to the appropriate district or division office of the Corps of Engineers having jurisdiction over the permitted activity or the appropriate official of that office acting under the authority of the commanding officer.

You are authorized to perform work in accordance with the terms and conditions specified below.

Project Description: The purpose of the project is to alleviate traffic congestion along NC 179 and to establish a more efficient travel route between the towns of Shallotte and Calabash.

Project Location: The project is generally located in south central Brunswick County, north of Ocean Isle, east of Calabash and west of Shallotte. The location of this project specifically begins at the intersection of existing SR 1163 (Old Georgetown Road) and SR 1184 (Ocean Isle Beach Road) and then orients east and finally terminates into NC 179 (Bricklanding Road) near the headwaters of Jinnys Branch, which empties into the Shallotte River. The project is located in the Lumber River Basin and lies within Hydrologic Unit Code 03040207(new HUC # 03040208).

General Conditions:

1. The time limit for completing the work authorized ends on December 31, 2018. If you find that you need more time to complete the authorized activity, submit your request for a time extension to this office for consideration at least one month before the above date is reached.
2. You must maintain the activity authorized by this permit in good condition and in conformance with the terms and conditions of this permit. You are not relieved of this requirement if you abandon the permitted activity, although you may make a good faith transfer to a third party in compliance with General Condition 4 below. Should you wish to cease to maintain the authorized activity or should you desire to abandon it without a good faith transfer, you must obtain a modification of this permit from this office, which may require restoration of the area.
3. If you discover any previously unknown historic or archeological remains while accomplishing the activity authorized by this permit, you must immediately notify this office of what you have found. We will initiate the Federal and state coordination required to determine if the remains warrant a recovery effort or if the site is eligible for listing in the National Register of Historic Places.
4. If you sell the property associated with this permit, you must obtain the signature of the new owner in the space provided and forward a copy of the permit to this office to validate the transfer of this authorization.
5. If a conditioned water quality certification has been issued for your project, you must comply with the conditions specified in the certification as special conditions to this permit. For your convenience, a copy of the certification is attached if it contains such conditions.

6. You must allow representatives from this office to inspect the authorized activity at any time deemed necessary to ensure that it is being or has been accomplished in accordance with the terms and conditions of your permit,

Special Conditions:

SEE ATTACHED SPECIAL CONDITIONS

Further Information:

1. Congressional Authorities: You have been authorized to undertake the activity described above pursuant to:

- ☐ Section 10 of the Rivers and Harbors Act of 1899 (33 U.S.C. 403).
- ☒ Section 404 of the Clean Water Act (33 U.S.C. 1344).
- ☐ Section 103 of the Marine Protection, Research and Sanctuaries Act of 1972 (33 U.S.C. 1413).

2. Limits of this authorization.

a. This permit does not obviate the need to obtain other Federal, state, or local authorizations required by law.

b. This permit does not grant any property rights or exclusive privileges.

c. This permit does not authorize any injury to the property or rights of others.

d. This permit does not authorize interference with any existing or proposed Federal project.

3. Limits of Federal Liability. In issuing this permit, the Federal Government does not assume any liability for the following:

a. Damages to the permitted project or uses thereof as a result of other permitted or unpermitted activities or from natural causes.

b. Damages to the permitted project or uses thereof as a result of current or future activities undertaken by or on behalf of the United States in the public interest.

c. Damages to persons, property, or to other permitted or unpermitted activities or structures caused by the activity authorized by this permit.

d. Design or construction deficiencies associated with the permitted work.

e. Damage claims associated with any future modification, suspension, or revocation of this permit.

4. **Reliance on Applicant's Data:** The determination of this office that issuance of this permit is not contrary to the public interest was made in reliance on the information you provided.

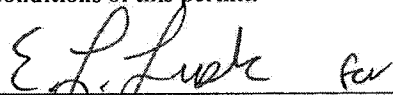
5. **Reevaluation of Permit Decision.** This office may reevaluate its decision on this permit at any time the circumstances warrant. Circumstances that could require a reevaluation include, but are not limited to, the following:

- a. You fail to comply with the terms and conditions of this permit.
- b. The information provided by you in support of your permit application proves to have been false, incomplete, or inaccurate (See 4 above).
- c. Significant new information surfaces which this office did not consider in reaching the original public interest decision.

Such a reevaluation may result in a determination that it is appropriate to use the suspension, modification, and revocation procedures contained in 33 CFR 325.7 or enforcement procedures such as those contained in 33 CFR 326.4 and 326.5. The referenced enforcement procedures provide for the issuance of an administrative order requiring you to comply with the terms and conditions of your permit and for the initiation of legal action where appropriate. You will be required to pay for any corrective measures ordered by this office, and if you fail to comply with such directive, this office may in certain situations (such as those specified in 33 CFR 209.170) accomplish the corrective measures by contract or otherwise and bill you for the cost.


6. **Extensions.** General condition 1 establishes a time limit for the completion of the activity authorized by this permit. Unless there are circumstances requiring either a prompt completion of the authorized activity or a reevaluation of the public interest decision, the Corps will normally give favorable consideration to a request for an extension of this time limit.

Your signature below, as permittee, indicates that you accept and agree to comply with the terms and conditions of this permit.


 (PERMITTEE) Dr. Gregory J. Thorpe, Ph.D., Manager
 North Carolina Department of Transportation

2-20-13
 (DATE)

This permit becomes effective when the Federal official, designated to act for the Secretary of the Army, has signed below.


 (DISTRICT ENGINEER) Steven A. Baker
 Colonel, U.S. Army
 District Commander

2-26-13
 (DATE)

When the structures or work authorized by this permit are still in existence at the time the property is transferred, the terms and conditions of this permit will continue to be binding on the new owner(s) of the property. To validate the transfer of this permit and the associated liabilities associated with compliance with its terms and conditions, have the transferee sign and date below.

(TRANSFeree)

(DATE)

*U.S. GOVERNMENT PRINTING OFFICE: 1986 - 717-425

SAW-2007-00983, SPECIAL CONDITIONS

In accordance with 33 U.S.C. 1341(d), all conditions of the North Carolina Division of Water Quality (NCDWQ) 401 Water Quality Certification #3948 and the North Carolina Division of Coastal Management Consistency Determination (CD13-001) is incorporated as part of the Department of the Army permit.

1. Plans

A. The permittee will ensure that the construction design plans for this project do not deviate from the permit plans (Permit Drawings sheets 1-29 of 29, sheet 2-E, and RF-2-3, initially received October 10, 2012 with update received January 3, 2013) attached to this authorization. Written verification shall be provided that the final construction drawings comply with the attached permit drawings prior to any active construction in waters of the United States, including wetlands. Any deviation in the construction design plans will be brought to the attention of the COE, Wilmington Regulatory Field Office prior to any active construction in waters or wetlands.

B. The permittee shall require its contractors and/or agents to comply with the terms and conditions of this permit in the construction and maintenance of this project, and shall provide each of its contractors and/or agents associated with the construction or maintenance of this project with a copy of this permit. A copy of this permit, including all conditions, shall be available at the project site during construction and maintenance of this project.

2. Pre Construction Meeting

A. The Permittee shall schedule an onsite preconstruction meeting between its representatives, the contractor's representatives and the appropriate Corps of Engineers Project Manager prior to undertaking any work within jurisdictional waters and wetlands to ensure that there is a mutual understanding of all terms and conditions contained within the Department of the Army permit. The Permittee shall notify the Corps of Engineers Project Manager a minimum of thirty (30) days in advance of the scheduled meeting in order to provide that individual with ample opportunity to schedule and participate in the required meeting.

B. The permittee shall ensure that the construction design plans for this project do not deviate from the permit plans attached to this authorization. Written verification shall be provided that the final construction drawings comply with the attached permit drawings prior to any active construction in waters of the United States, including wetlands. Any deviation in the construction design plans will be brought to the attention of the Corps of Engineers, Mr. Brad Shaver, Regulatory Field Office prior to any active construction in waters or wetlands.

3. Culverts

A. Unless otherwise requested in the applicant's application and depicted on the approved work plans, culverts greater than 48 inches in diameter will be buried at least one foot

below the bed of the stream. Culverts 48 inches in diameter and less shall be buried or placed on the stream bed as practicable and appropriate to maintain aquatic passage, and every effort shall be made to maintain existing channel slope. The bottom of the culvert must be placed at a depth below the natural stream bottom to provide for passage during drought or low flow conditions. Destabilizing the channel and head cutting upstream should be considered in the placement of the culvert. The excavation required, typically noted as temporary stream impact, should be restored to its original elevation at the completion of the culvert installation.

B. Any instability of the stream channel or banks (downcutting, headcutting, or bank erosion) caused by the installation of authorized work shall be corrected before project completion. Any remedial actions to correct stream channel or bank instability shall be coordinated through the appropriate USACE field office project manager prior to execution.

C. Measures will be included in the construction/installation that will promote the safe passage of fish and other aquatic organisms. The dimension, pattern, and profile of the stream above and below a pipe or culvert should not be modified by widening the stream channel or by reducing the depth of the stream in connection with the construction activity. The width, height, and gradient of a proposed opening should be such as to pass the average historical low flow and spring flow without adversely altering flow velocity. Spring flow should be determined from gauge data, if available. In the absence of such data, bankfull flow can be used as a comparable level.

D. Except as specified in the plans attached to this permit, no excavation, fill or mechanized land-clearing activities shall take place at any time in the construction or maintenance of this project, in such a manner as to impair normal flows and circulation patterns within waters or wetlands or to reduce the reach of waters or wetlands. Culverts placed across wetland fills purely for the purposes of equalizing surface water do not have to be buried.

E. Rip rap is prohibited from being placed in the low flow channel of any culvert along this project.

4. Sediment Erosion Control

A. During the clearing phase of the project, heavy equipment must not be operated in surface waters or stream channels. Temporary stream crossings will be used to access the opposite sides of stream channels. All temporary diversion channels and stream crossings will be constructed of non-erodible materials. Grubbing of riparian vegetation will not occur until immediately before construction begins on a given segment of stream channel.

B. No fill or excavation impacts for the purposes of sedimentation and erosion control shall occur within jurisdictional waters, including wetlands, unless the impacts are included on the plan drawings and specifically authorized by this permit. This permit does not authorize temporary placement or double handling of excavated or fill material within waters or wetlands outside the permitted area.

C. The permittee shall remove all sediment and erosion control measures placed in wetlands or waters, and shall restore natural grades on those areas, prior to project completion.

D. The permittee shall use appropriate sediment and erosion control practices which equal or exceed those outlined in the most recent version of the "North Carolina Sediment and Erosion Control Planning and Design Manual" to assure compliance with the appropriate turbidity water quality standard. Erosion and sediment control practices must be in full compliance with all specifications governing the proper design, installation and operation and maintenance of such Best Management Practices in order to assure compliance with the appropriate turbidity water quality standards. This shall include, but is not limited to, the immediate installation of silt fencing or similar appropriate devices around all areas subject to soil disturbance or the movement of earthen fill, and the immediate stabilization of all disturbed areas. Additionally, the project must remain in full compliance with all aspects of the Sedimentation Pollution Control Act of 1973 (North Carolina General Statutes Chapter 113A Article 4). Adequate sedimentation and erosion control measures must be implemented prior to any ground disturbing activities to minimize impacts to downstream aquatic resources. These measures must be inspected and maintained regularly, especially following rainfall events. All fill material must be adequately stabilized at the earliest practicable date to prevent sediment from entering into adjacent waters or wetlands.

E. The permittee shall install barrier fencing around all wetlands that are not to be disturbed to make them readily visible and prevent construction equipment from inadvertently entering or disturbing these areas.

F. All mechanized equipment will be regularly inspected and maintained to prevent contamination of waters and wetlands from fuels, lubricants, hydraulic fluids, or other toxic materials. In the event of a spill of petroleum products or any other hazardous waste, the permittee shall immediately report it to the N.C. Division of Water Quality at (919) 733-3300 or (800) 858-0368 and provisions of the North Carolina Oil Pollution and Hazardous Substances Control Act will be followed.

5. Temporary Fills

A. Temporary fills must be removed in their entirety and the affected areas returned to pre-construction elevations. The affected areas must be revegetated, as appropriate.

6. Borrow and Waste

A. To ensure that all borrow and waste activities occur on high ground and do not result in the degradation of adjacent wetlands and streams, except as authorized by this permit, the permittee shall require its contractors and/or agents to identify all areas to be used to borrow material, or to dispose of dredged, fill, or waste material. The permittee shall provide the COE with appropriate maps indicating the locations of proposed borrow or waste sites as soon as the permittee has that information. The permittee will coordinate with the COE before approving

any borrow or waste sites that are within 400 feet of any streams or wetlands. The evaluation of impacts to jurisdictional resources (waters and wetlands) associated with borrow/waste sites should include any haul roads or other access points.

B. Unless otherwise authorized by this permit, all fill material placed in waters or wetlands shall be generated from an upland source and will be clean and free of any pollutants except in trace quantities. Metal products, organic materials (including debris from land clearing activities), or unsightly debris will not be used. Soils used for fill shall not be contaminated with any toxic substance in concentrations governed by Section 307 of the Clean Water Act.

7. Mitigation

A. In order to compensate for impacts associated with this permit, mitigation shall be provided in accordance with the provisions outlined on the most recent version of the attached Compensatory Mitigation Responsibility Transfer Form. The requirements of this form, including any special conditions listed on this form, are hereby incorporated as special conditions of this permit authorization.

**** Note, breakdown of impacts to required mitigation:**

- 0.73 acres of riparian impacts will be mitigated through EEP at 2:1, resulting in a 1.46 acre debit.
- 336 linear feet of stream impact minus 97 linear feet of stream relocation which will not require compensatory mitigation leaves 239 linear feet subject to mitigation. The 39 linear feet at site #5 will be mitigated at 1.5:1 and the 200 linear feet at site #2 will be mitigated at 2:1 from EEP, resulting in a 458.5 linear feet debit.

B. Prior to the introduction of stream flow, the relocated channel will be allowed to stabilize for one growing season or until such time as the permittee can demonstrate to the COE satisfaction that the channel has adequately stabilized.

8. Enforcement

A. The permittee, upon receipt of a notice of revocation of this permit or upon its expiration before completion of the work will, without expense to the United States and in such time and manner as the Secretary of the Army or his authorized representative may direct, restore the water or wetland to its pre-project condition.

B. Violations of these conditions or violations of Section 404 of the Clean Water Act must be reported in writing to the Wilmington District U.S. Army COE within 24 hours of the permittee's discovery of the violation.

C. If the permittee discovers any previously unknown historic or archaeological sites while accomplishing the authorized work, he shall immediately stop work and notify the Wilmington District Commander who will initiate the required State/Federal coordination.

R-12
U.S. ARMY CORPS OF ENGINEERS
Wilmington District

Compensatory Mitigation Responsibility Transfer Form

Permittee: North Carolina Department of Transportation
Project Name: Old Georgetown Road Extension, R-3432

Action ID: SAW-2007-00983
County: Brunswick

Instructions to Permittee: The Permittee must provide a copy of this form to the Mitigation Sponsor, either an approved Mitigation Bank or the North Carolina Ecosystem Enhancement Program (NCEEP), who will then sign the form to verify the transfer of the mitigation responsibility. Once the Sponsor has signed this form, it is the Permittee's responsibility to ensure that to the U.S. Army Corps of Engineers (USACE) Project Manager identified on page two is in receipt of a signed copy of this form before conducting authorized impacts, unless otherwise specified below. If more than one mitigation Sponsor will be used to provide the mitigation associated with the permit, or if the impacts and/or the mitigation will occur in more than one 8-digit Hydrologic Unit Code (HUC), multiple forms will be attached to the permit, and the separate forms for each Sponsor and/or HUC must be provided to the appropriate mitigation Sponsors.

Instructions to Sponsor: The Sponsor should verify that the mitigation requirements shown below are available and ensure that they have received payment before signing this form. By signing below, the Sponsor is accepting responsibility for the identified mitigation. Once the form is signed, the Sponsor must update the appropriate ledger and provide a copy of the signed form to the Permittee and to the USACE Bank/ILF Manager. The Sponsor must also comply with all reporting requirements established in their authorizing instrument.

Permitted Impacts and Compensatory Mitigation Requirements:

Permitted Impacts Requiring Mitigation*

8-digit HUC and Basin: 03040207, Lumber River Basin

Stream Impacts (linear feet)			Wetland Impacts (acres)			
Warm	Cool	Cold	Riparian Riverine	Riparian Non-riverine	Non-Riparian	Coastal
239			0.73			

*If more than one mitigation sponsor will be used for the permit, only include impacts to be mitigated by this sponsor.

Compensatory Mitigation Requirements:

8-digit HUC and Basin: 03040207, Lumber River Basin

Stream (credits)			Wetland (credits)			
Warm	Cool	Cold	Riparian Riverine	Riparian Non-riverine	Non-Riparian	Coastal
458.5			1.46			

Mitigation Site Debited: NC EEP

(For banks, list the name of the bank to be debited, and the specific site if an umbrella bank. For NCEEP, list "NCEEP" and "Advance Credits", "Unassigned", or the name of the site name if specified in the acceptance letter from NCEEP.)

Section to be completed by the Mitigation Bank or ILF Sponsor

Statement of Mitigation Liability Acceptance: I, the undersigned, verify that I am authorized to approve mitigation transactions for the Mitigation Bank/ILF Sponsor shown below, and certify that the Sponsor agrees to accept full responsibility for providing the mitigation identified in this document (see table above), associated with the USACE Permittee and Action ID number shown. I also verify that released credits (and/or advance credits for ILF programs), as approved by the USACE, are currently available at the bank/ILF site identified below. Further, I understand that if the Sponsor fails to provide the required compensatory mitigation, the USACE Wilmington District Engineer may pursue measures against the Sponsor to ensure compliance associated with the mitigation requirements.

Mitigation Bank/ILF Sponsor Name: _____

Name of Sponsor's Authorized Representative: _____

Signature of Sponsor's Authorized Representative

Date of Signature

**USACE Wilmington District
Compensatory Mitigation Responsibility Transfer Form, Page 2**

Conditions for Transfer of Compensatory Mitigation Credit:

- Once this document has been signed by the Mitigation Sponsor and the USACE is in receipt of the signed form, the Permittee is no longer responsible for providing the mitigation identified in this form, though the Permittee remains responsible for any other mitigation requirements stated in the permit conditions.
- Construction within jurisdictional areas authorized by the permit identified on page one of this form can begin only after the USACE is in receipt of a copy of this document signed by the Sponsor, confirming that the Sponsor has accepted responsibility for providing the mitigation requirements listed herein. For authorized impacts conducted by the North Carolina Department of Transportation (NCDOT), construction within jurisdictional areas may proceed upon permit issuance; however, a copy of this form signed by the Sponsor must be provided to the USACE within 30 days of permit issuance. NCDOT remains fully responsible for the mitigation until the USACE has received this form, confirming that the Sponsor has accepted responsibility for providing the mitigation requirements listed herein.
- Signed copies of this document must be retained by the Permittee, Mitigation Bank/ILF Sponsor, and in the USACE administrative records for both the permit and the Bank/ILF Instrument. It is the Permittee's responsibility to provide a signed copy of this form to the USACE Project Manager at the address below.
- If changes are proposed to the type, amount or location of mitigation after this form has been signed and returned to the USACE, the Sponsor must obtain case-by-case approval from the USACE Project Manager and/or North Carolina Interagency Review Team (NCIRT). If approved, higher mitigation ratios may be applied, as per current District guidance and a new version of this form must be completed and included in the USACE administrative records for both the permit and the Bank/ILF Instrument.

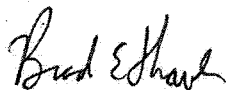
Comments/Additional Conditions:**** Note, breakdown of impacts to required mitigation:**

- 0.73 acres of riparian impacts will be mitigated through EEP at 2:1, resulting in a 1.46 acre debit.
- 336 linear feet of stream impact minus 97 linear feet of stream relocation which will not require compensatory mitigation leaves 239 linear feet subject to mitigation. The 39 linear feet at site #5 will be mitigated at 1.5:1 and the 200 linear feet at site #2 will be mitigated at 2:1 from EEP, resulting in a 458.5 linear feet debit.

This form is not valid unless signed by the mitigation Sponsor and USACE Project Manager. For questions regarding this form or any of the conditions of the permit authorization, contact the Project Manager at the address below.

USACE Project Manager: Brad Shaver
USACE Field Office: Wilmington Regulatory Field Office
US Army Corps of Engineers
69 Darlington Avenue
Wilmington, NC 28403

Email:



USACE Project Manager Signature

January 29, 2013

Date of Signature

Current Wilmington District mitigation guidance, including information on mitigation ratios, functional assessments, and mitigation bank location and availability, and credit classifications (including stream temperature and wetland groupings) is available at <http://ribits.usace.army.mil>.

R-14

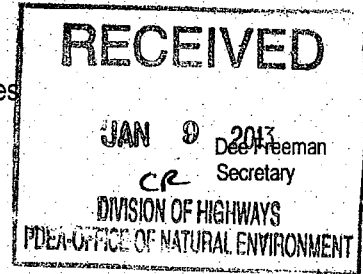


North Carolina Department of Environment and Natural Resources

Division of Water Quality
Charles Wakild, P.E.
Director

Beverly Eaves Perdue
Governor

January 04, 2013



Dr. Greg Thorpe, PhD., Manager
Project Development and Environmental Analysis
North Carolina Department of Transportation
1548 Mail Service Center
Raleigh, North Carolina, 27699-1548

Subject: 401 Water Quality Certification Pursuant to Section 401 of the Federal Clean Water Act with
ADDITIONAL CONDITIONS for proposed construction of an extension of SR 1163 (Old Georgetown
Rd) from SR 1184 (Ocean Isle Beach Rd) to NC 179 in Brunswick County, State Project 6.231023, WBS
35501.1.1, TIP R-3432.

NCDWQ Project No. 20120935
NCDWQ Certification No. 3948

Dear Dr. Thorpe:

Attached hereto is a copy of Certification No. 3948 issued to The North Carolina Department of Transportation
(NCDOT) dated January 04, 2013.

If we can be of further assistance, do not hesitate to contact us.

Sincerely,

Charles Wakild
Director

Attachments

cc: Brad Shaver, US Army Corps of Engineers, Wilmington Field Office
Karen Fussell, PE, Division 3 Engineer
Stoney Mathis, Division 3 Environmental Officer (electronic copy only)
Chris Militscher, Environmental Protection Agency (electronic copy only)
Gary Jordan, US Fish and Wildlife Service (electronic copy only)
Travis Wilson, NC Wildlife Resources Commission (electronic copy only)
Jason Elliott, NCDOT, Roadside Environmental Unit
Steve Sollod, Division of Coastal Management
Michael Ellison, Ecosystem Enhancement Program
Sonia Carrillo, NCDWQ Central Office
File Copy

Transportation and Permitting Unit
1650 Mail Service Center, Raleigh, North Carolina 27699-1617
Location: 512 N. Salisbury St. Raleigh, North Carolina 27604
Phone: 919-807-6300 \ FAX: 919-807-6492
Internet: www.ncwaterquality.org

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R-15

401 Water Quality Certification Pursuant to Section 401 of the Federal Clean Water Act with ADDITIONAL CONDITIONS

THIS CERTIFICATION is issued in conformity with the requirements of Section 401 Public Laws 92-500 and 95-217 of the United States and subject to the North Carolina Division of Water Quality (NCDWQ) Regulations in 15 NCAC 2H .0500. This certification authorizes the NCDOT to impact 0.73 acres of jurisdictional wetlands, 0.03 acres of waters and 389 linear feet of jurisdictional streams in Brunswick County. The project shall be constructed pursuant to the application dated received October 8, 2012 and revisions dated January 03, 2013. The authorized impacts are as described below:

Stream Impacts in the Lumber River Basin

Site	Station	Permanent Fill in Intermittent Stream (linear ft)	Temporary Fill in Intermittent Stream (linear ft)	Permanent Fill in Perennial Stream (linear ft)	Temporary Fill in Perennial Stream (linear ft)	Bank Stabilization (linear ft)	Total Stream Impact (linear ft)	Stream Impacts Requiring Mitigation (linear ft)
2	98+85 to 99+39-L-	0	0	200	10	0	210	200
5A/B	29+37 to 29+83-Y10-	97*	10	39	5	28	179	0
Total		97*	10	239	15	28	389	200

Total Stream Impact for Project: 389 linear feet

*denotes linear feet of stream that will be relocated

Wetland Impacts in the Lumber River Basin (riparian)

Site	Station	Fill (ac)	Fill (temporary) (ac)	Excavation (ac)	Mechanized Clearing (ac)	Hand Clearing (ac)	Total Wetland Impact (ac)	Impacts Requiring Mitigation
2	98+85 to 99+39-L-	0.03	0	<0.01	<0.01	0	0.03	0
3	100+97 to 105+53-L-	0.40	0	0.04	0.07	0	0.51	0
4	158+32 to 160+27-L-	0.06	0	0.06	0.07	0	0.19	0
Total		0.49	0	0.10	0.14	0	0.73	0

Total Wetland Impact for Project: 0.73 acres.

Open Water (Tributary) Impacts in the Lumber River Basin

Site	Station	Permanent Fill in Open Waters (ac)	Temporary Fill in Open Waters (ac)	Total Fill in Open Waters (ac)
1	46+95 to 49+28 -L-	0.03	<0.01	0.03
Total		0.03	<0.01	0.03

Total Open Water Impact for Project: 0.03 acres.

The application provides adequate assurance that the discharge of fill material into the waters of the Lumber River Basin in conjunction with the proposed development will not result in a violation of applicable Water Quality Standards and discharge guidelines. Therefore, the State of North Carolina certifies that this activity will not violate the applicable portions of Sections 301, 302, 303, 306, 307 of PL 92-500 and PL 95-217 if conducted in accordance with the application and conditions hereinafter set forth.

This approval is only valid for the purpose and design that you submitted in your application dated received October 8, 2012 and revisions dated January 03, 2013. Should your project change, you are required to notify the NCDWQ and submit a new application. If the property is sold, the new owner must be given a copy of this Certification and approval letter, and is thereby responsible for complying with all the conditions. If any additional wetland impacts, or stream impacts, for this project (now or in the future) exceed one acre or 150 linear feet, respectively, additional compensatory mitigation may be required as described in 15A NCAC 2H .0506 (h) (6) and (7). For this approval to remain valid, you are required to comply with all the conditions listed below. In addition, you should obtain all other federal, state or local permits before proceeding with your project including (but not limited to) Sediment and

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Erosion control, Coastal Stormwater, Non-discharge and Water Supply watershed regulations. This Certification shall expire on the same day as the expiration date of the corresponding Corps of Engineers Permit.

Condition(s) of Certification:

Project Specific Conditions

1. The NCDOT Division Environmental Officer or Environmental Assistant will conduct a pre-construction meeting with all appropriate staff to ensure that the project supervisor and essential staff understand the potential issues with stream and pipe alignment at the permitted site. NCDWQ staff shall be invited to the pre-construction meeting.
2. Riprap shall not be placed in the active thalweg channel or placed in the streambed in a manner that precludes aquatic life passage. Bioengineering boulders or structures should be properly designed, sized and installed.
3. Pipes shall be installed in a manner that mimics the natural stream cross section as closely as possible, utilizing the construction of floodplain benches and/or use of sills where appropriate. Widening of the stream channel shall be avoided. Stream channel widening at the inlet or outlet end of structures typically decreases water velocity causing sediment deposition that requires increased maintenance and disrupts aquatic life passage.
4. No drill slurry or water that has been in contact with uncured concrete shall be allowed to enter surface waters. This water shall be captured, treated, and disposed of properly.
5. The stream channel shall be excavated no deeper than the natural bed material of the stream, to the maximum extent practicable. Efforts must be made to minimize impacts to the stream banks, as well as to vegetation responsible for maintaining the stream bank stability. Any applicable riparian buffer impact for access to stream channel shall be temporary and be revegetated with native riparian species.
6. Channel relocations shall be completed and stabilized, and approved on site by DWQ staff, prior to diverting water into the new channel. Stream banks shall be matted with coir-fiber matting. Vegetation used for bank stabilization shall be limited to native riparian vegetation, and should include establishment of a vegetated buffer on both sides of the relocated channel to the maximum extent practical. Also, rip-rap may be allowed if it is necessary to maintain the physical integrity of the stream, but the applicant must provide written justification and any calculations used to determine the extent of rip-rap coverage requested. Once the stream has been turned into the new channel, it may be necessary to relocate stranded fish to the new channel to prevent fish kills.
7. Pipes and culverts used exclusively to maintain equilibrium in wetlands and/or served as floodplain pipes, where aquatic life passage is not a concern shall not be buried. These pipes shall be installed at natural ground elevation.
- * 8. Compensatory mitigation for 200 linear feet of impact to streams is required. We understand that you have chosen to perform compensatory mitigation for impacts to streams through the North Carolina Ecosystem Enhancement Program (EEP), and that the EEP has agreed to implement the mitigation for the project. EEP has indicated in a letter dated June 7, 2012 that they will assume responsibility for satisfying the federal Clean Water Act compensatory mitigation requirements for the above-referenced project, in accordance with the EEP Mitigation Banking Instrument signed July 28, 2010.
9. The project shall be constructed in accordance with the Stormwater Management Plan submitted in the application and dated May 3, 2012.

General Condition

10. Unless otherwise approved in this certification, placement of culverts and other structures in open waters and streams shall be placed below the elevation of the streambed by one foot for all culverts with a diameter greater than 48 inches, and 20 percent of the culvert diameter for culverts having a diameter less than 48 inches, to allow low flow passage of water and aquatic life. Design and placement of culverts and other structures including temporary erosion control measures shall not be conducted in a manner that may

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result in dis-equilibrium of wetlands or streambeds or banks, adjacent to or upstream and down stream of the above structures. The applicant is required to provide evidence that the equilibrium is being maintained if requested in writing by NCDWQ. If this condition is unable to be met due to bedrock or other limiting features encountered during construction, please contact NCDWQ for guidance on how to proceed and to determine whether or not a permit modification will be required.

11. If concrete is used during construction, a dry work area shall be maintained to prevent direct contact between curing concrete and stream water. Water that inadvertently contacts uncured concrete shall not be discharged to surface waters due to the potential for elevated pH and possible aquatic life and fish kills.
12. During the construction of the project, no staging of equipment of any kind is permitted in waters of the U.S., or protected riparian buffers.
13. The dimension, pattern and profile of the stream above and below the crossing shall not be modified. Disturbed floodplains and streams shall be restored to natural geomorphic conditions.
14. The use of rip-rap above the Normal High Water Mark shall be minimized. Any rip-rap placed for stream stabilization shall be placed in stream channels in such a manner that it does not impede aquatic life passage.
- * 15. The Permittee shall ensure that the final design drawings adhere to the permit and to the permit drawings submitted for approval.
16. All work in or adjacent to stream waters shall be conducted in a dry work area. Approved BMP measures from the most current version of NCDOT Construction and Maintenance Activities manual such as sandbags, rock berms, cofferdams and other diversion structures shall be used to prevent excavation in flowing water.
17. Heavy equipment shall be operated from the banks rather than in the stream channel in order to minimize sedimentation and reduce the introduction of other pollutants into the stream.
18. All mechanized equipment operated near surface waters must be regularly inspected and maintained to prevent contamination of stream waters from fuels, lubricants, hydraulic fluids, or other toxic materials.
19. No rock, sand or other materials shall be dredged from the stream channel except where authorized by this certification.
20. Discharging hydroseed mixtures and washing out hydroseeders and other equipment in or adjacent to surface waters is prohibited.
21. The permittee and its authorized agents shall conduct its activities in a manner consistent with State water quality standards (including any requirements resulting from compliance with §303(d) of the Clean Water Act) and any other appropriate requirements of State and Federal law. If NCDWQ determines that such standards or laws are not being met (including the failure to sustain a designated or achieved use) or that State or federal law is being violated, or that further conditions are necessary to assure compliance, NCDWQ may reevaluate and modify this certification.
22. All fill slopes located in jurisdictional wetlands shall be placed at slopes no flatter than 3:1, unless otherwise authorized by this certification.
23. A copy of this Water Quality Certification shall be maintained on the construction site at all times. In addition, the Water Quality Certification and all subsequent modifications, if any, shall be maintained with the Division Engineer and the on-site project manager.
24. The outside buffer, wetland or water boundary located within the construction corridor approved by this authorization shall be clearly marked by highly visible fencing prior to any land disturbing activities. Impacts to areas within the fencing are prohibited unless otherwise authorized by this certification.
25. The issuance of this certification does not exempt the Permittee from complying with any and all statutes, rules, regulations, or ordinances that may be imposed by other government agencies (i.e. local, state, and

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federal) having jurisdiction, including but not limited to applicable buffer rules, stormwater management rules, soil erosion and sedimentation control requirements, etc.

26. The Permittee shall report any violations of this certification to the Division of Water Quality within 24 hours of discovery.
- * 27. Upon completion of the project (including any impacts at associated borrow or waste sites), the NCDOT Division Engineer shall complete and return the enclosed "Certification of Completion Form" to notify NCDWQ when all work included in the 401 Certification has been completed.
28. Native riparian vegetation must be reestablished in the riparian areas within the construction limits of the project by the end of the growing season following completion of construction.
29. There shall be no excavation from, or waste disposal into, jurisdictional wetlands or waters associated with this permit without appropriate modification. Should waste or borrow sites, or access roads to waste or borrow sites, be located in wetlands or streams, compensatory mitigation will be required since that is a direct impact from road construction activities.
30. Erosion and sediment control practices must be in full compliance with all specifications governing the proper design, installation and operation and maintenance of such Best Management Practices in order to protect surface waters standards:
 - a. The erosion and sediment control measures for the project must be designed, installed, operated, and maintained in accordance with the most recent version of the *North Carolina Sediment and Erosion Control Planning and Design Manual*.
 - b. The design, installation, operation, and maintenance of the sediment and erosion control measures must be such that they equal, or exceed, the requirements specified in the most recent version of the *North Carolina Sediment and Erosion Control Manual*. The devices shall be maintained on all construction sites, borrow sites, and waste pile (spoil) projects, including contractor-owned or leased borrow pits associated with the project.
 - c. For borrow pit sites, the erosion and sediment control measures must be designed, installed, operated, and maintained in accordance with the most recent version of the *North Carolina Surface Mining Manual*.
 - d. The reclamation measures and implementation must comply with the reclamation in accordance with the requirements of the Sedimentation Pollution Control Act.
31. Sediment and erosion control measures shall not be placed in wetlands or waters unless otherwise approved by this Certification.

Violations of any condition herein set forth may result in revocation of this Certification and may result in criminal and/or civil penalties. This Certification shall become null and void unless the above conditions are made conditions of the Federal 404 and/or Coastal Area Management Act Permit. This Certification shall expire upon the expiration of the 404 or CAMA permit.

If you wish to contest any statement in the attached Certification you must file a petition for an administrative hearing. You may obtain the petition form from the office of Administrative hearings. You must file the petition with the office of Administrative Hearings within sixty (60) days of receipt of this notice. A petition is considered filed when it is received in the office of Administrative Hearings during normal office hours. The Office of Administrative Hearings accepts filings Monday through Friday between the hours of 8:00am and 5:00pm, except for official state holidays. The original and one (1) copy of the petition must be filed with the Office of Administrative Hearings.

The petition may be faxed-provided the original and one copy of the document is received by the Office of Administrative Hearings within five (5) business days following the faxed transmission. The mailing address for the Office of Administrative Hearings is:

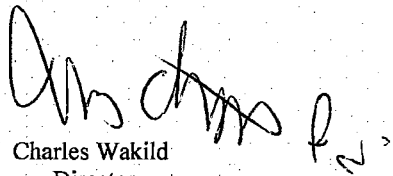
Office of Administrative Hearings
6714 Mail Service Center
Raleigh, NC 27699-6714
Telephone: (919)-431-3000, Facsimile: (919)-431-3100

A copy of the petition must also be served on DENR as follows:

Mr. William Cary, General Counsel
Department of Environment and Natural Resources
1601 Mail Service Center
Raleigh, NC 27699-1601

This the 4th day of January 2013

DIVISION OF WATER QUALITY



Charles Wakild
Director

WQC No. 3948



R-20

Phil

North Carolina Department of Environment and Natural Resources

Division of Coastal Management

Pat McCrory
GovernorBraxton C. Davis
DirectorJohn E. Skvarla, III
Secretary

January 8, 2013

Gregory J. Thorpe, Ph.D.
Environmental Manager Director
Project Development and Environmental Analysis Branch
NC Department of Transportation
1548 Mail Service Center
Raleigh, North Carolina 27699-1598

RECEIVED
Division of Highways

JAN 10 2013

Preconstruction
Project Development and
Environmental Analysis Branch

SUBJECT: Conditional Consistency Concurrence - **CD13-001**
Proposed Old Georgetown Road Extension (SR 1163), from SR 1184
(Ocean Isle Beach Road) to NC 179 in Brunswick County, R-3432
(DCM#20120105)

Dear Dr. Thorpe:

The Division of Coastal Management (DCM) received NC Department of Transportation's (NCDOT) Consistency Determination certifying that the subject project is consistent with the NC Coastal Management Program on October 8, 2012. Additional revisions were received on January 3, 2013. NCDOT's Consistency Certification documentation was distributed to State agencies with a regulatory interest for review and to provide DCM with comments on the potential impacts of the project on each agency's resources.

The proposed project, consists of a two-lane facility on new location, approximately 2.9 miles in length, from the intersection of existing SR 1163 (Old Georgetown Road) and SR 1184 (Ocean Isle Beach Road) to NC 179 (Bricklanding Road) in Brunswick County. No Coastal Area Management Act (CAMA) Areas of Environmental Concern (AECs) will be impacted by the construction of the proposed project.

Based on the review of NCDOT's Consistency Certification and the supplementary supporting documentation, comments received from the interested State agencies, and the enforceable policies of the NC Coastal Management Program, DCM concurs, as conditioned below, that the proposed project is consistent, to the maximum extent practicable, with North Carolina's certified coastal management program provided that the following conditions are implemented.

- NCDOT shall obtain and comply with a NC Division of Water Quality (DWQ) Stormwater Permit or receive a Stormwater Permit Exclusion Letter indicating that the project is excluded from State Stormwater permitting requirements. A copy of this authorization or exclusion letter shall be forwarded to DCM.
- NCDOT shall comply with the DWQ, Section 401, Water Quality Certification issued on January 4, 2013, DWQ Project Number 20120935.

- * • The NC Ecosystem Enhancement Program (EEP) has agreed to provide necessary mitigation as indicated in the EEP Mitigation Acceptance Letter dated June 7, 2012. Any future unanticipated, substantial, increases in impacts may require NCDOT to revise the Consistency Certification for this project.
- This project shall conform to all requirements of the NC Sedimentation Pollution Control Act and NCDOT's Memorandum of Agreement with the Division of Energy, Mineral and Land Resources.
- Unless specifically altered herein, the environmental commitments made within the Federal Consistency Certification, dated October 8, 2012 and revised on January 3, 2013, and also within the State Environmental Assessment, dated March 25, 2009 and the State Finding of No Significant Impact, dated January 8, 2010, shall be met unless otherwise negotiated with state regulatory agencies. DCM shall be notified of any deviation from the stated commitments and a revised Consistency Determination may be necessary.

These conditions allow DCM to concur with the proposed action. It should be noted, that in accordance with 15 CFR 930.4, if the conditions of concurrence are not met, then this conditional concurrence shall be considered an objection to the action. Should there be disagreement of any stated conditions of concurrence; a response to this correspondence is requested, as soon as possible, to resolve any disagreement with the conditions.

Should the project be modified, a revised Consistency Certification could be necessary. This might take the form of either a supplemental Consistency Determination pursuant to 15 CFR 930.46, or a new Consistency Determination pursuant to 15 CFR 930.36.

If you have any questions on this Conditional Consistency Concurrence, please contact Steve Sollod at (919) 707-9152 or via e-mail at steve.sollod@ncdenr.gov. Thank you for your consideration of the North Carolina Coastal Management Program.

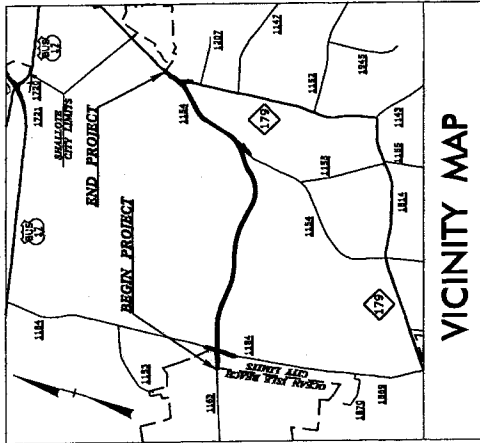
Sincerely,



Doug Huggett
Manager, Major Permits and Consistency Unit

cc: Beth Harmon, EEP
Mason Herndon, DWQ
Chris Rivenbark, NCDOT
Stephen Rynas, DCM
Brad Shaver, USACE
Tyler Stanton, NCDOT
Debbie Wilson, DCM

See Sheet 1-A For Index of Sheets
See Sheet 1-B For Conventional Symbols



STATE OF NORTH CAROLINA
DIVISION OF HIGHWAYS

BRUNSWICK COUNTY

LOCATION: SR 1163 (OLD GEORGETOWN ROAD EXTENSION) FROM SR 1184
(OCEAN ISLE BEACH ROAD) TO NC 179

TYPE OF WORK: GRADING, DRAINAGE, AND PAVING

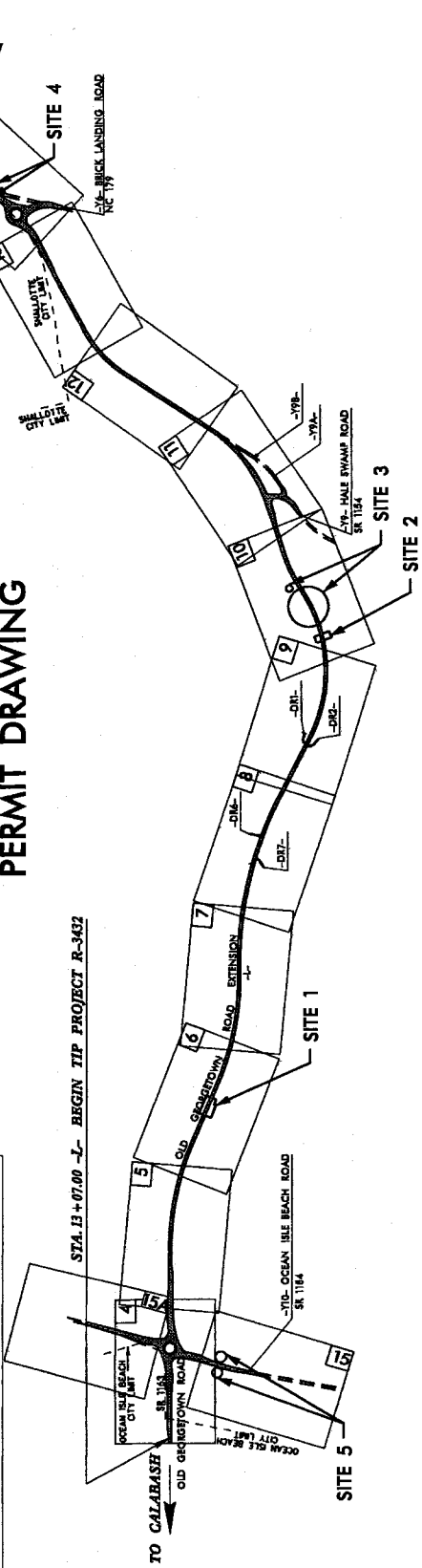
PROJECT NO.	R-3432
DATE	11/11/11
BY	HW/UTL
CHECKED BY	
DATE	
APPROVED BY	
DATE	



TIP PROJECT: R-3432

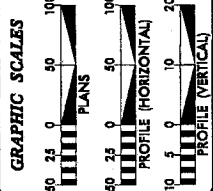
**WETLAND & SURFACE WATER
PERMIT DRAWING**

Permit Drawing
Sheet 1 of 29



THIS IS A PARTIAL CONTROLLED-ACCESS PROJECT WITH ACCESS BEING LIMITED TO POINTS AS SHOWN ON THE PLANS.
A PORTION OF THIS PROJECT IS WITHIN THE MUNICIPAL BOUNDARIES OF OCEAN ISLE BEACH AND SHALLOTTE.
CLEANING ON THIS PROJECT SHALL BE PERFORMED TO THE LIMITS ESTABLISHED BY METHOD III.

CONTRACT:



DESIGN DATA

ADT 2013	= 7,312
ADT 2033	= 12,592
DHV	= 55 %
D	= 13 %
T	= 3 %
V	= 60 MPH
* (TTST 1 % + DUAL 2 %)	
FUNC. CLASS. - COLLECTOR	
SUB-REGIONAL TIER	

PROJECT LENGTH

LENGTH ROADWAY TIP PROJECT R-3432	= 2.859 MILES
TOTAL LENGTH TIP PROJECT R-3432	= 2.859 MILES

Prepared in the Office of:
DIVISION OF HIGHWAYS
1400 State Ridge Dr., Raleigh, NC, 27610

DESIGNATED ENGINEER:
G. E. BREW, PE
PROJECT ENGINEER
THAD F. DUNCAN, PE
PROJECT DESIGN ENGINEER

RIGHT OF WAY DATE:
NOVEMBER 29, 2011

LETTING DATE:
JUNE 18, 2013

HYDRAULICS ENGINEER

DESIGNER:
ROADWAY DESIGN
ENGINEER

**DIVISION OF HIGHWAYS
STATE OF NORTH CAROLINA**

STATE HIGHWAY DESIGN ENGINEER

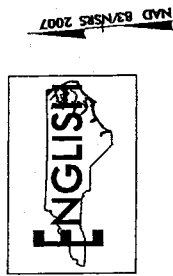


R-22

WETLAND & SURFACE WATER
PERMIT DRAWING



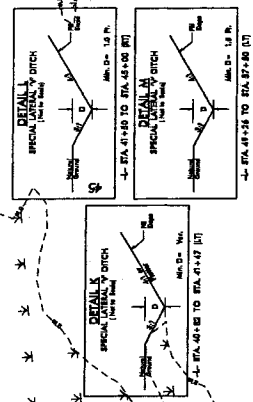
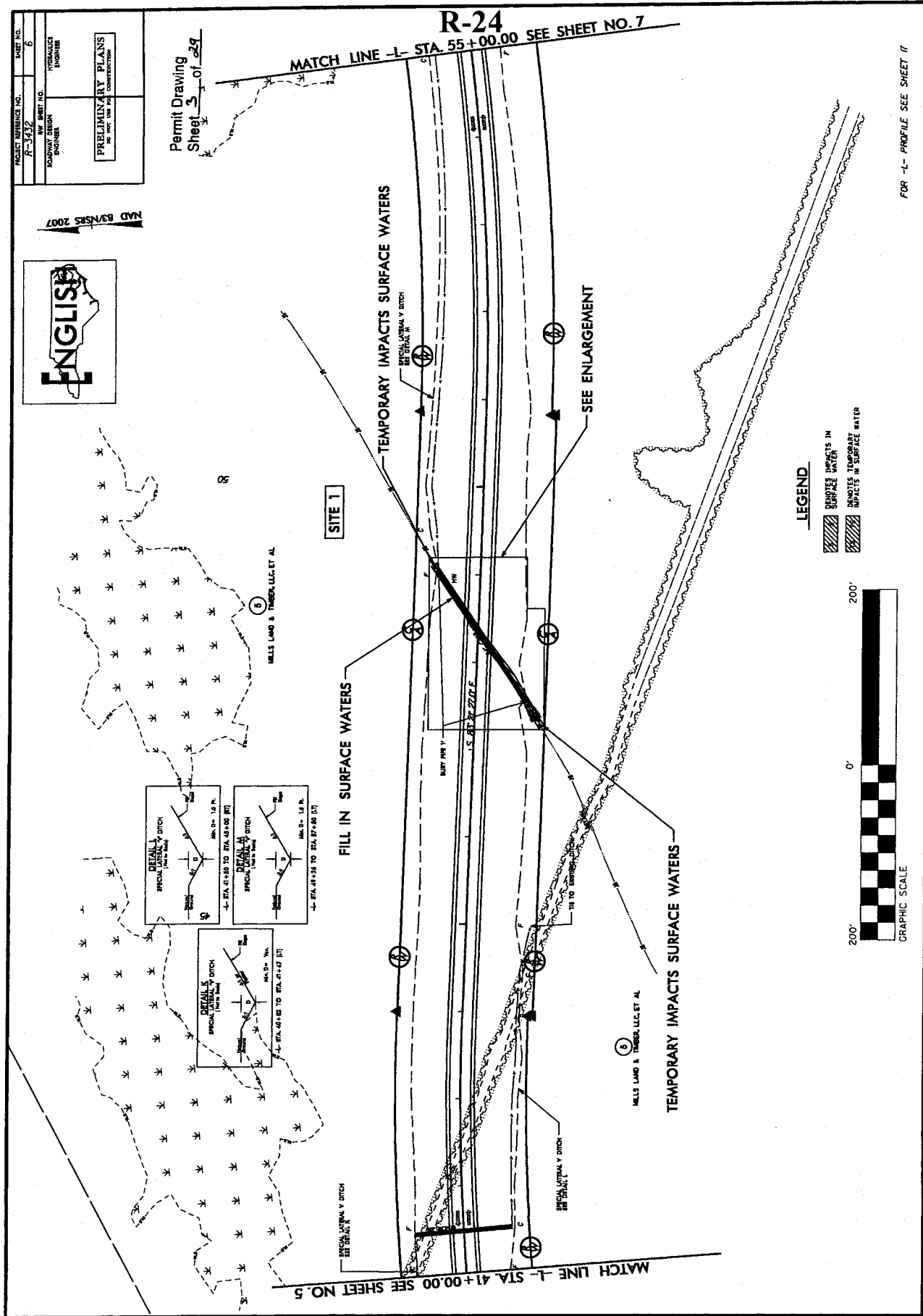
PROJECT REFERENCE NO. R-3432	SHEET NO. 6
DATE 10/17/99	BY HYDRAULIC ENGINEER
PRELIMINARY PLANS NOT FOR CONSTRUCTION	



Permit Drawing
Sheet 3 of 29

R-24

MATCH LINE -L- STA. 55+00.00 SEE SHEET NO. 7



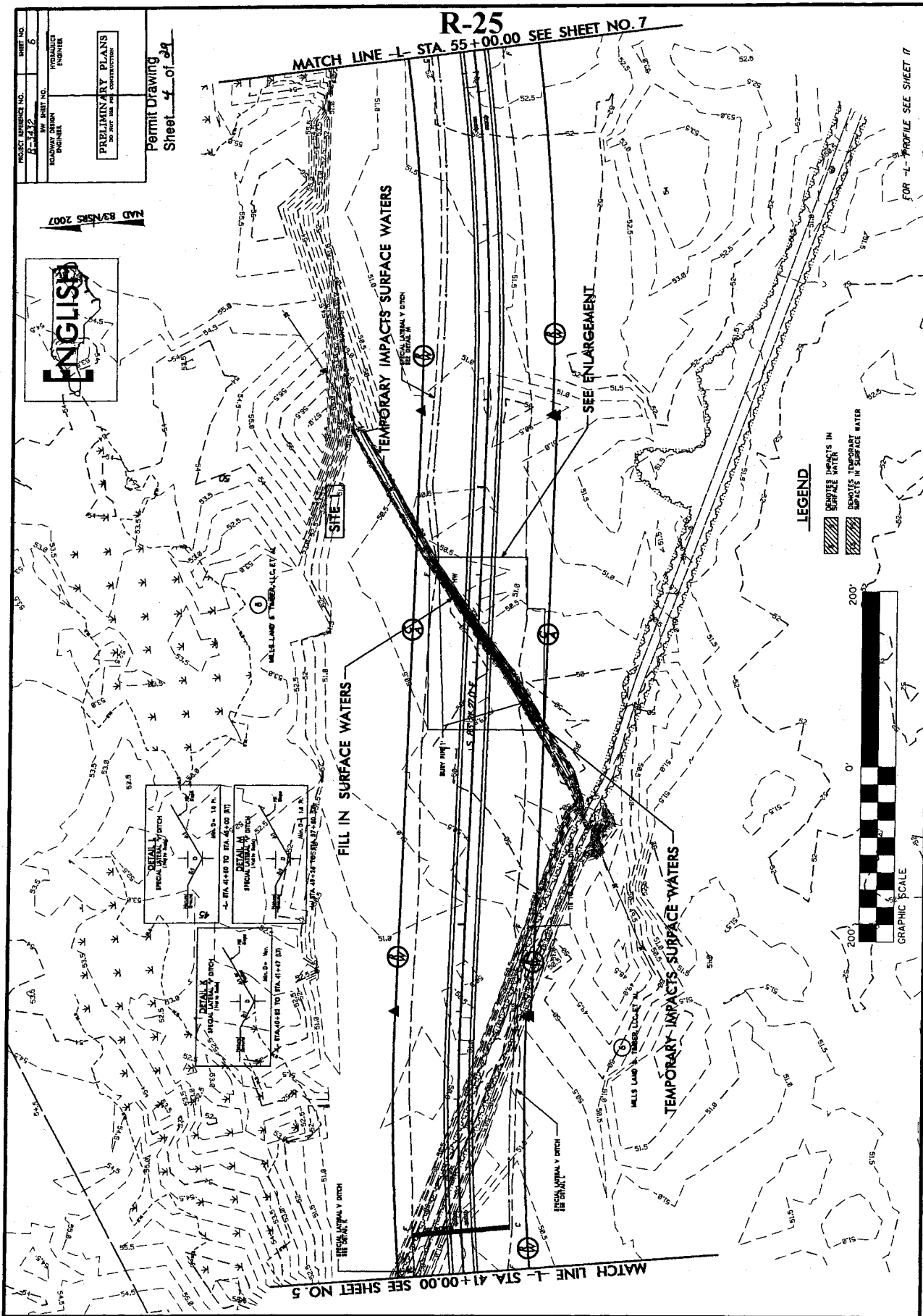
LEGEND

- REMOTES IMPACTS IN SURFACE WATER
- REMOTES TEMPORARY IMPACTS IN SURFACE WATER



FOR -L- PROFILE SEE SHEET 17

R/W REV. REMOVING PDE ON PARCEL 5, 5/14/12 TFD
R/W REV. REVISING PDE ON PARCEL 5, 5/9/12 TFD



PROJECT REFERENCE NO.	6
PROJECT NO.	6
DATE	10/1/07
BY	MM
CHECKED BY	MM
DESIGNED BY	MM
ENGINEER	MM
HYDRAULIC ENGINEER	MM
PRELIMINARY PLANS	NO ANY AND NO CONSTRUCTION

Permit Drawing
Sheet 4 of 24

NAD 83/US 2007

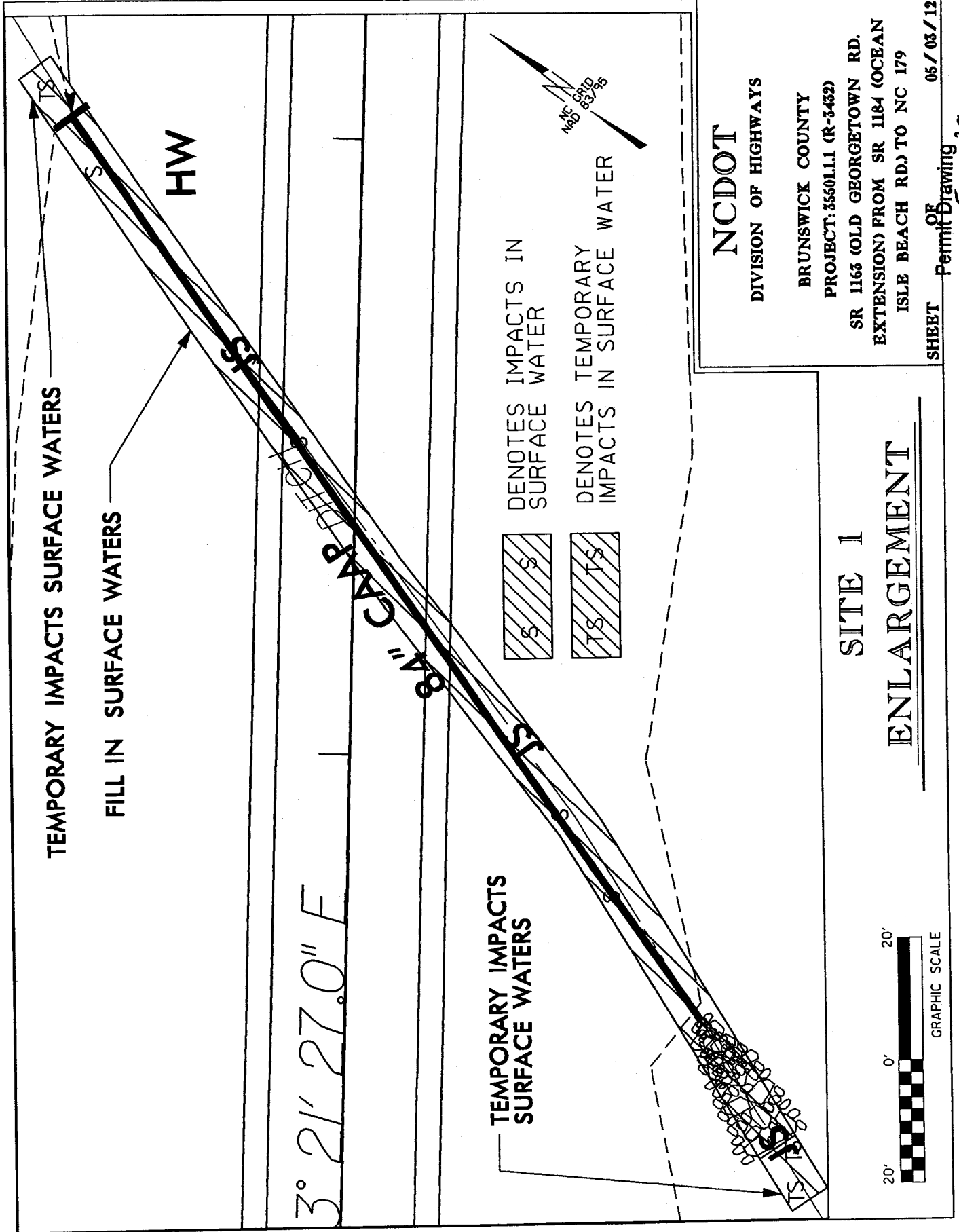
English

R-25
MATCH LINE - L STA. 55+00.00 SEE SHEET NO. 7

MATCH LINE - L STA. 41+00.00 SEE SHEET NO. 5

FOR -L- PROFILE SEE SHEET 17

R/W REV. REVISING PDE ON PARCEL 5. 5/9/12 TFD
R/W REV. REVISING PDE ON PARCEL 5. 5/14/12 TFD



SITE 1 JURISDICTIONAL STREAM PROFILE

NCDOT

DIVISION OF HIGHWAYS

BRUNSWICK COUNTY

PROJECT: 3550LLI (R-3432)

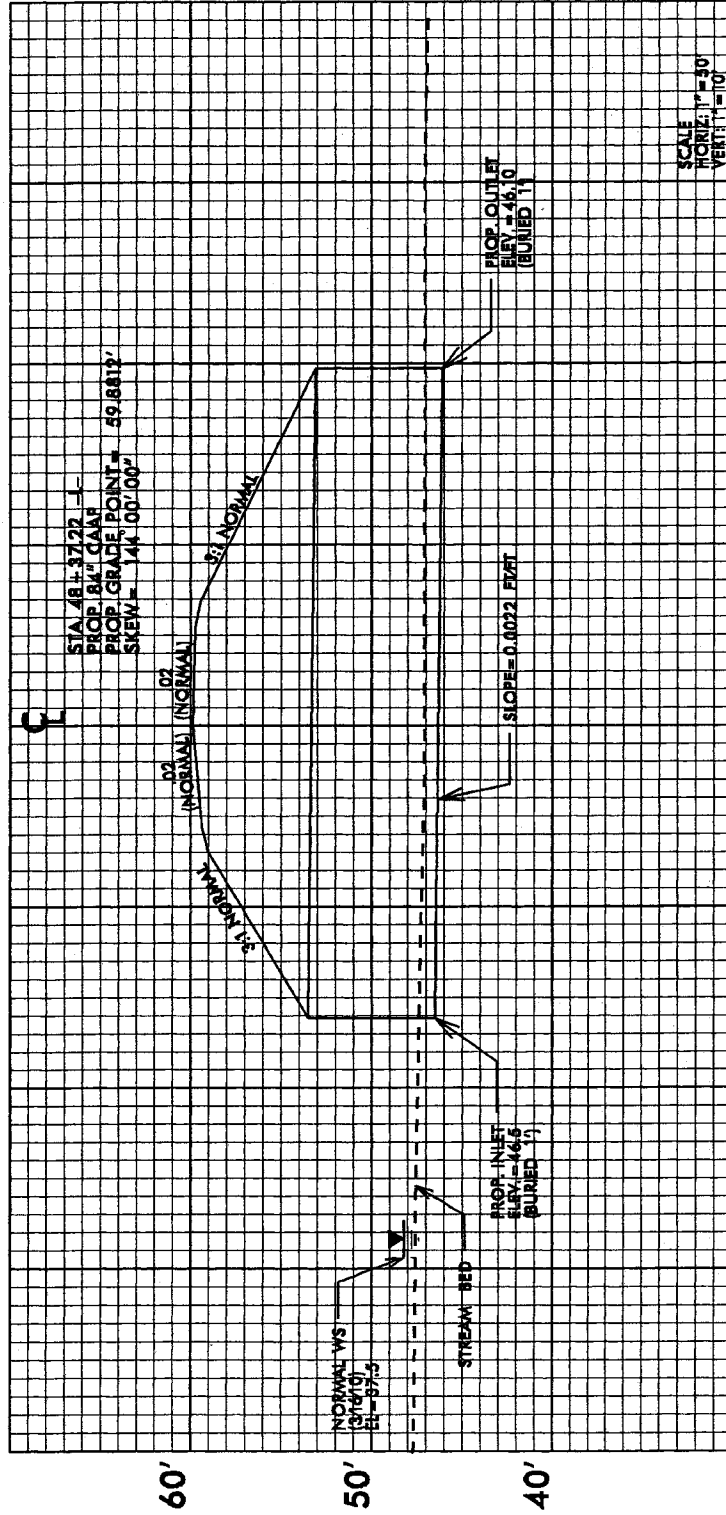
SR 1163 (OLD GEORGETOWN RD.

EXTENSION) FROM SR 1184 (OCEAN

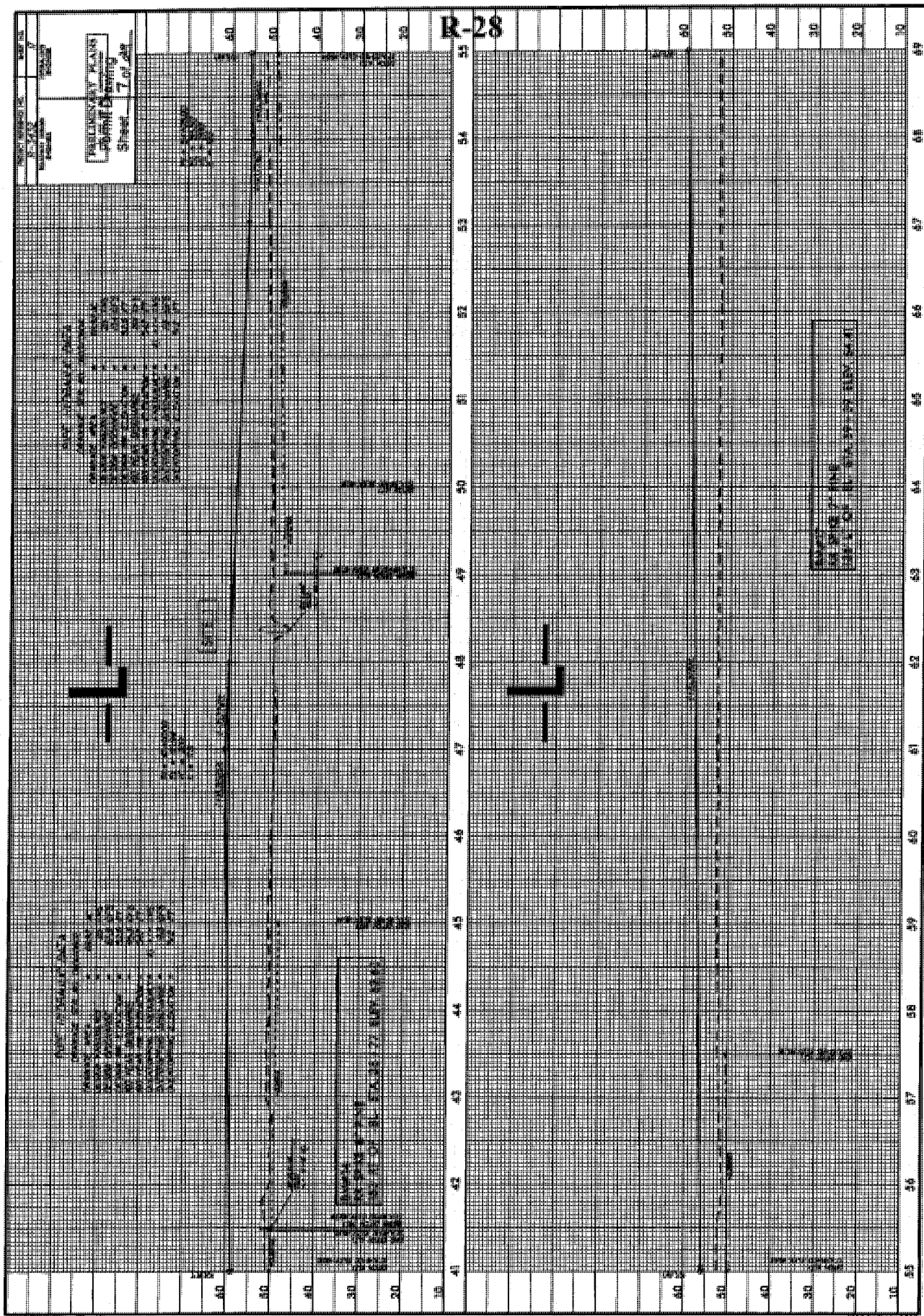
ISLE BEACH RD.) TO NC 179

SHEET OF 05/03/12

150' LT 100' LT 50' LT 0 50' RT 100' RT 150' RT



Permit Drawing
Sheet 6 of 1



R-29

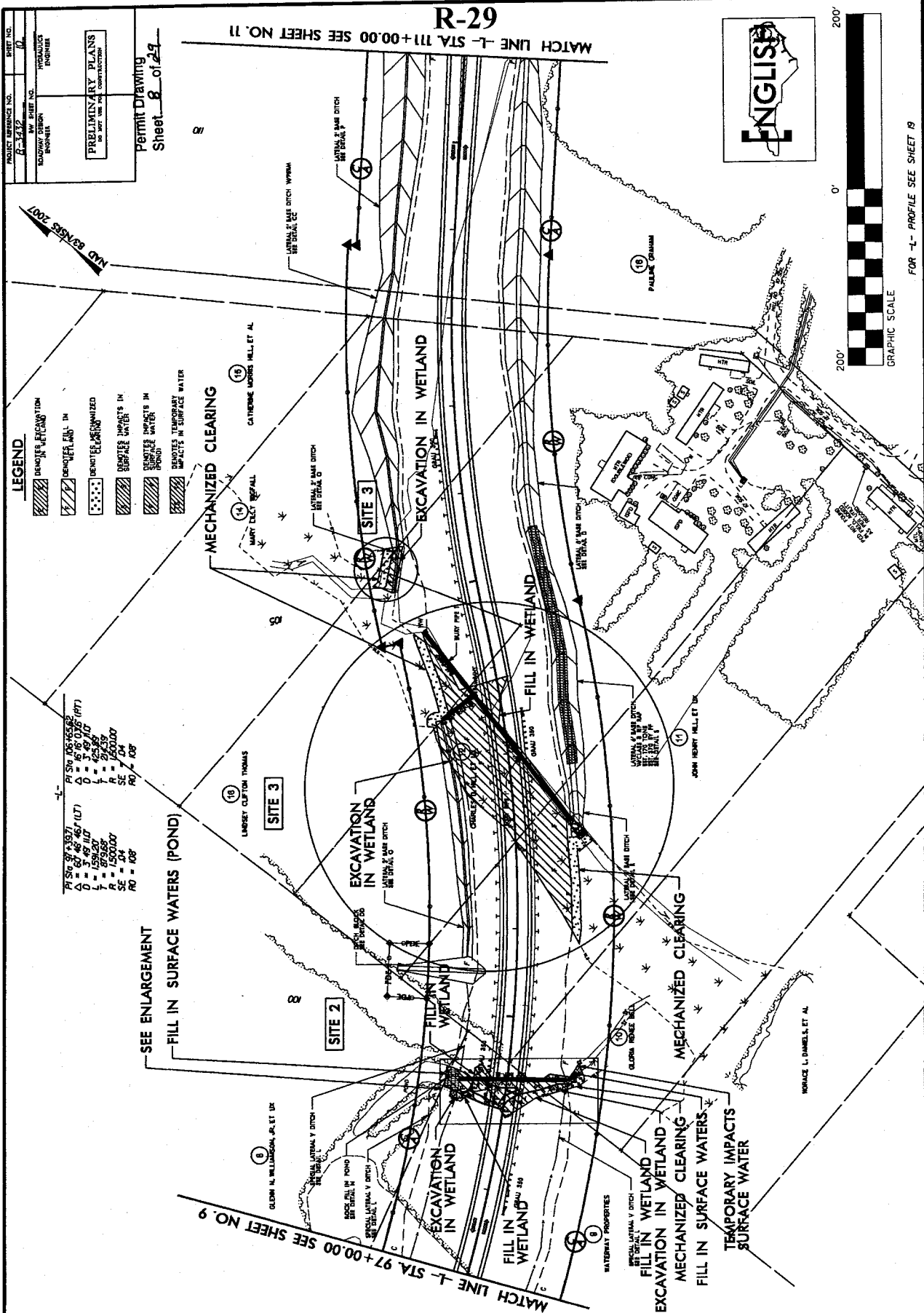
R-29

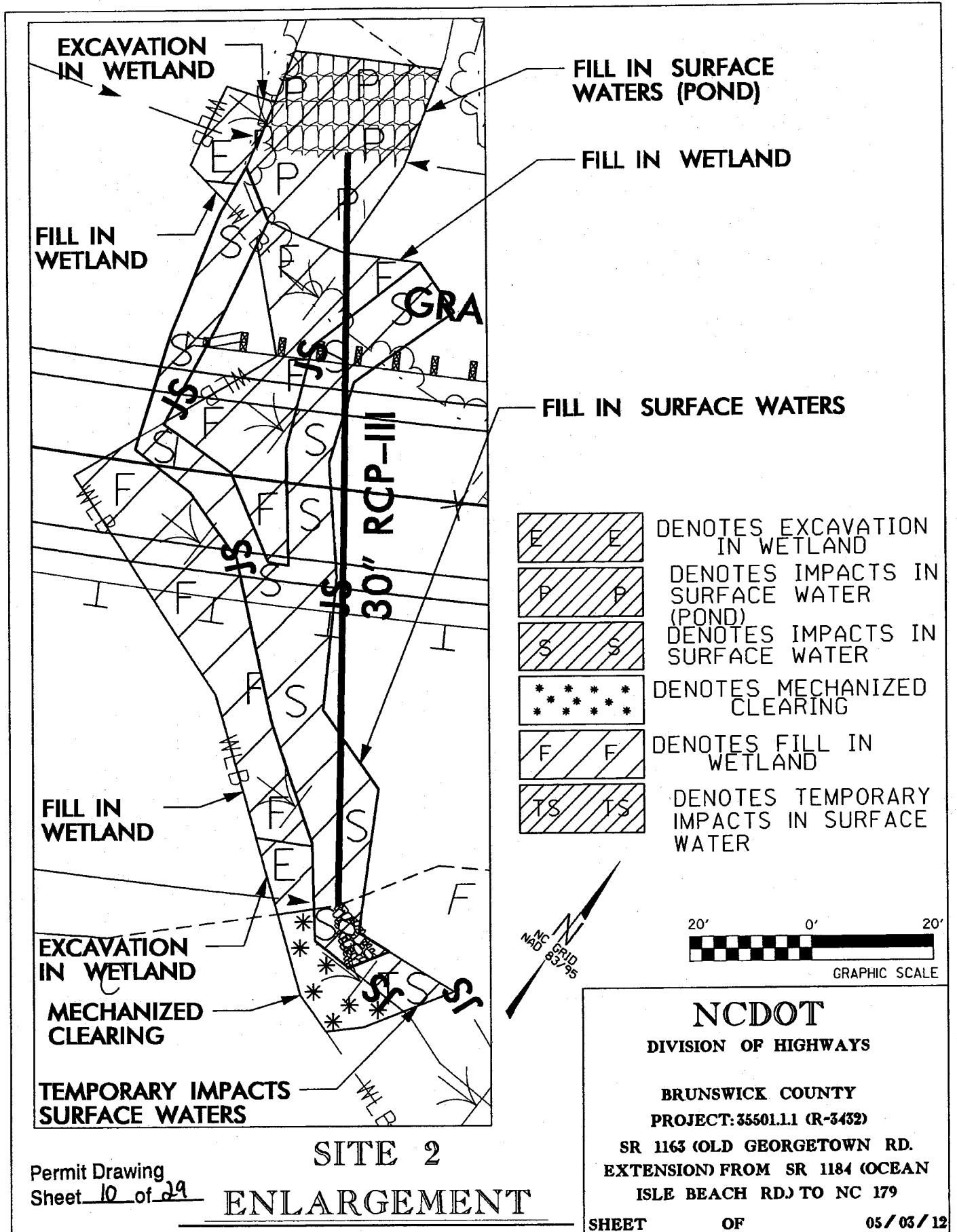
ENGLISH

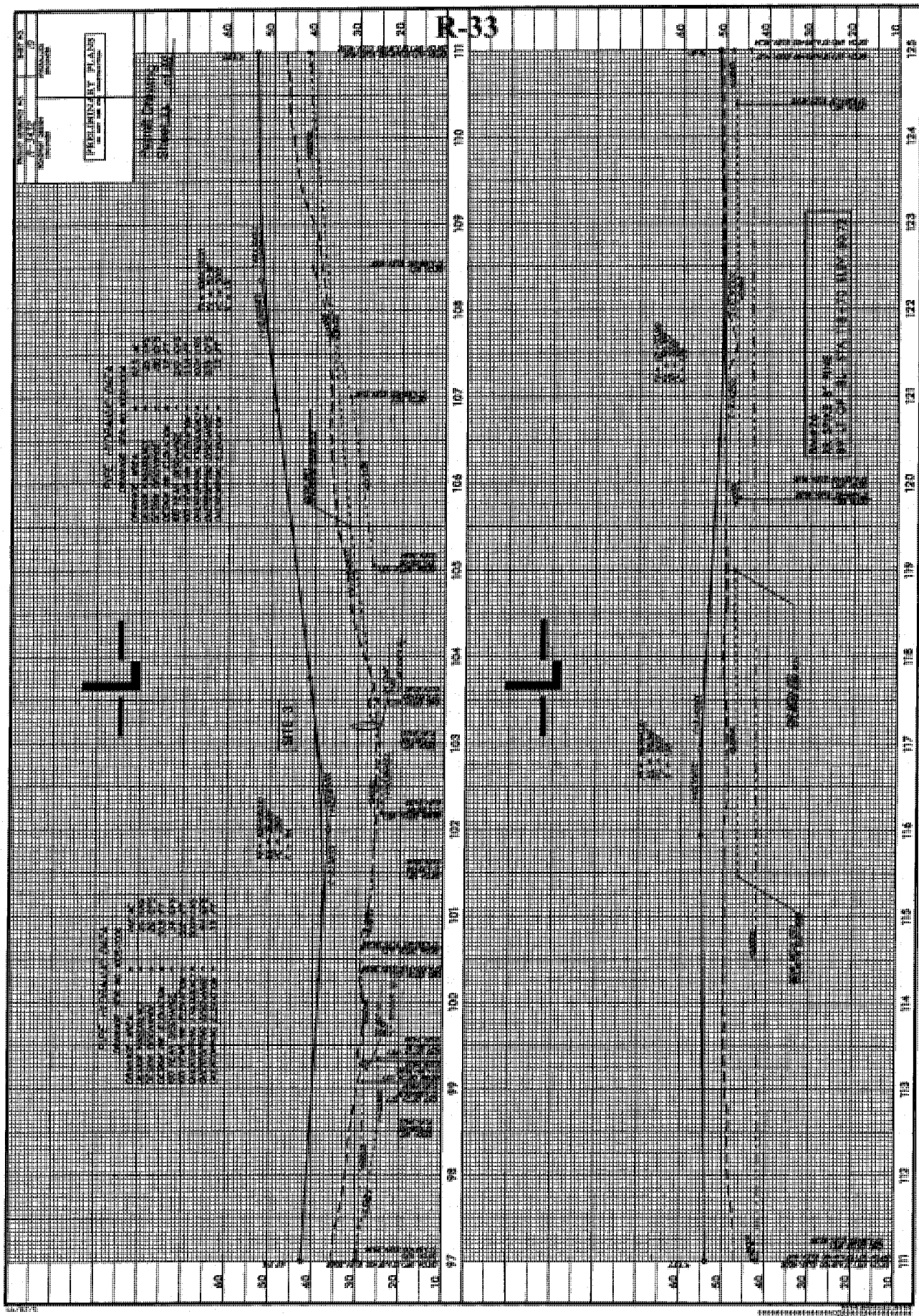
0' 100' 200'

GRAPHIC SCALE

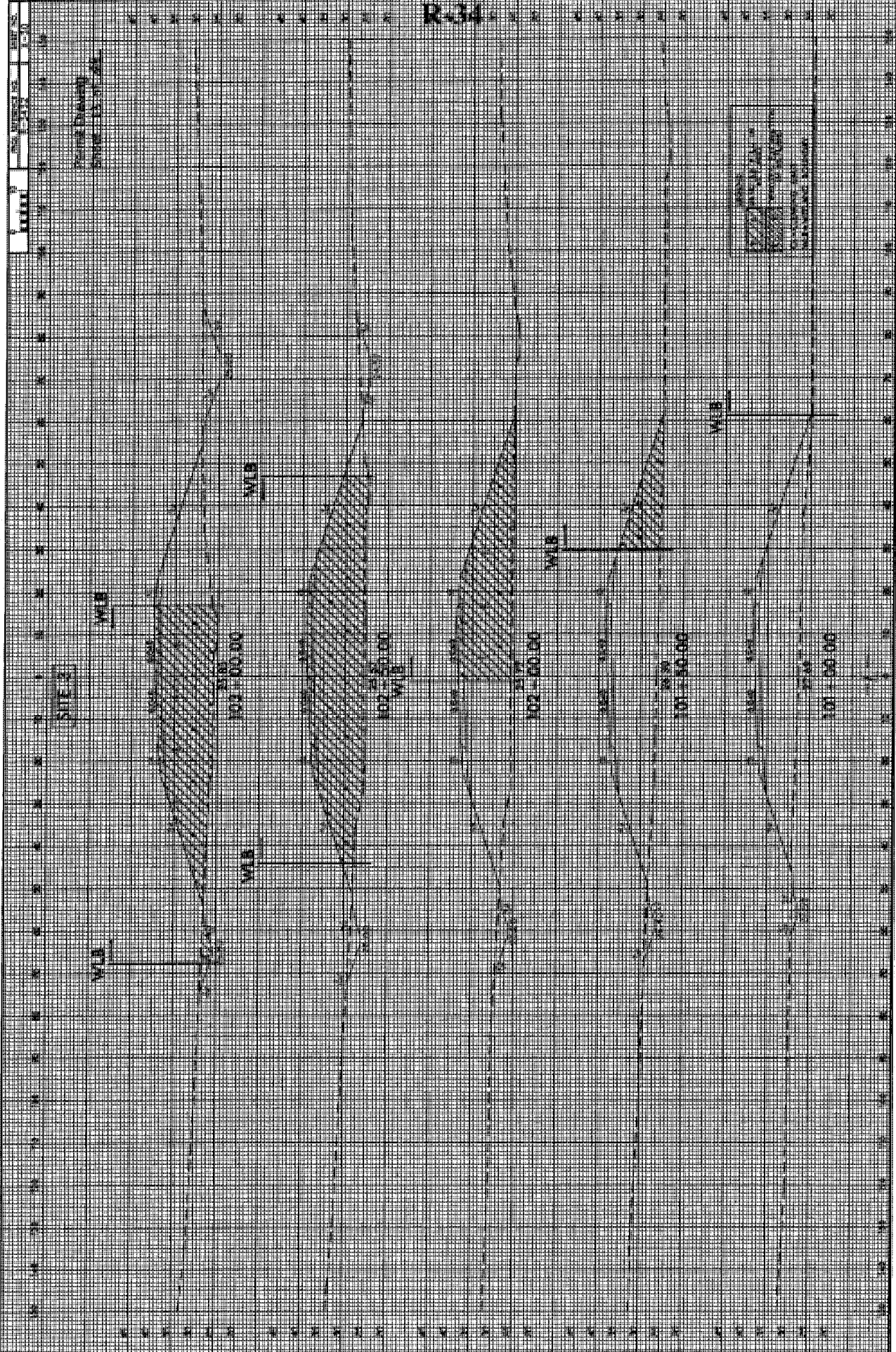
FOR -L- PROFILE SEE SHEET 19





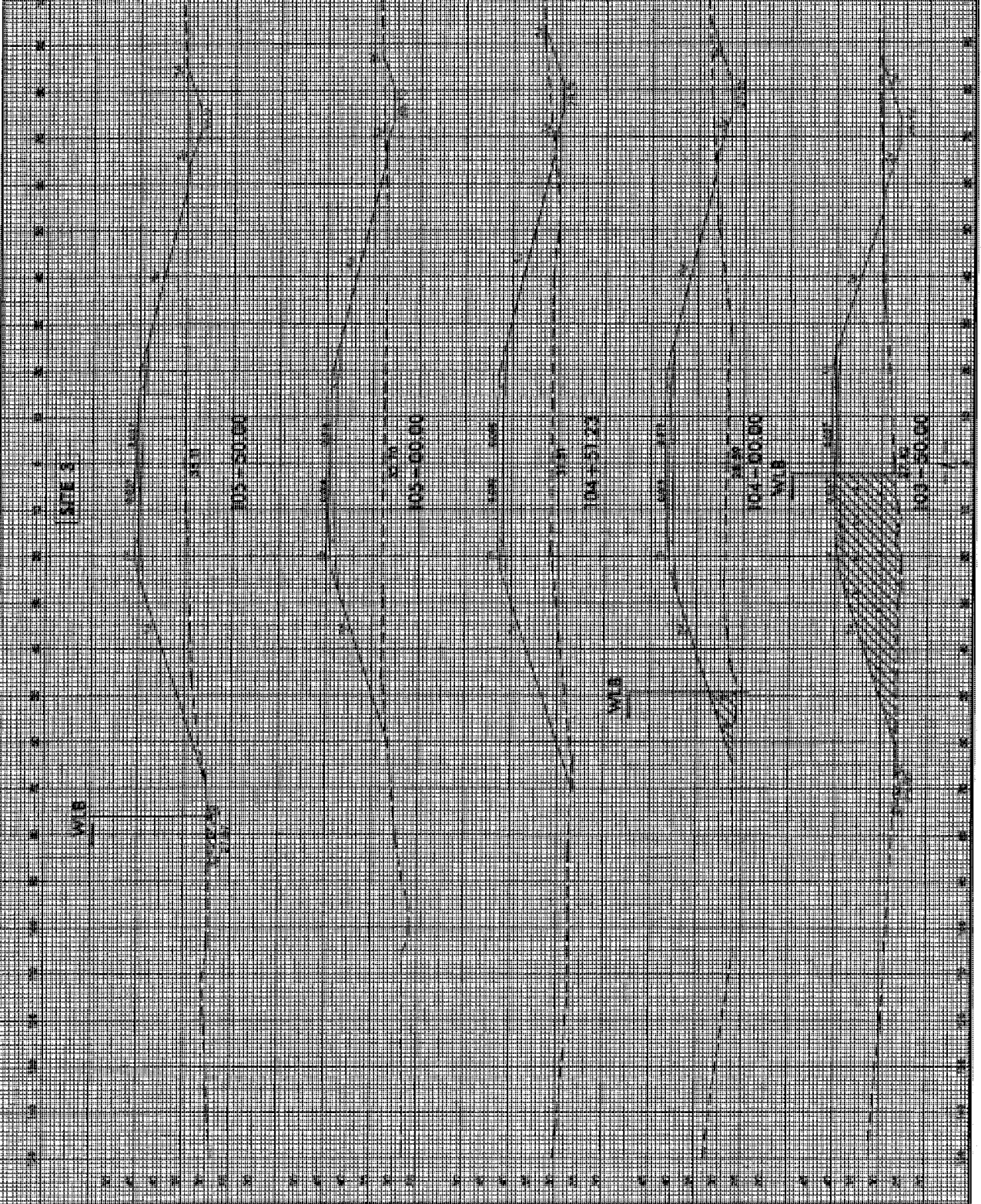


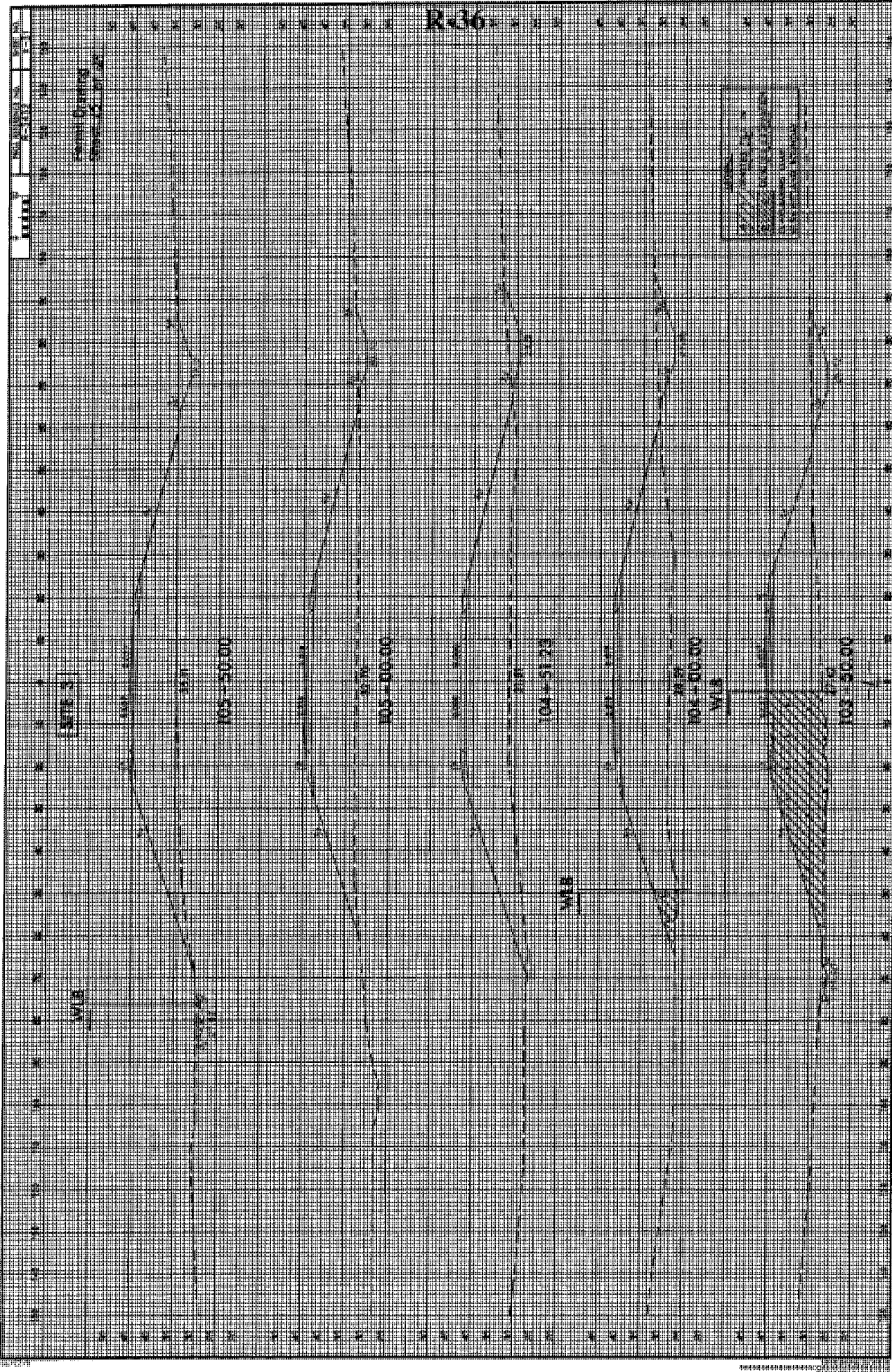
R-34



DATE	BY	CHKD BY	DATE

Form Drawing
Sheet 1 of 1

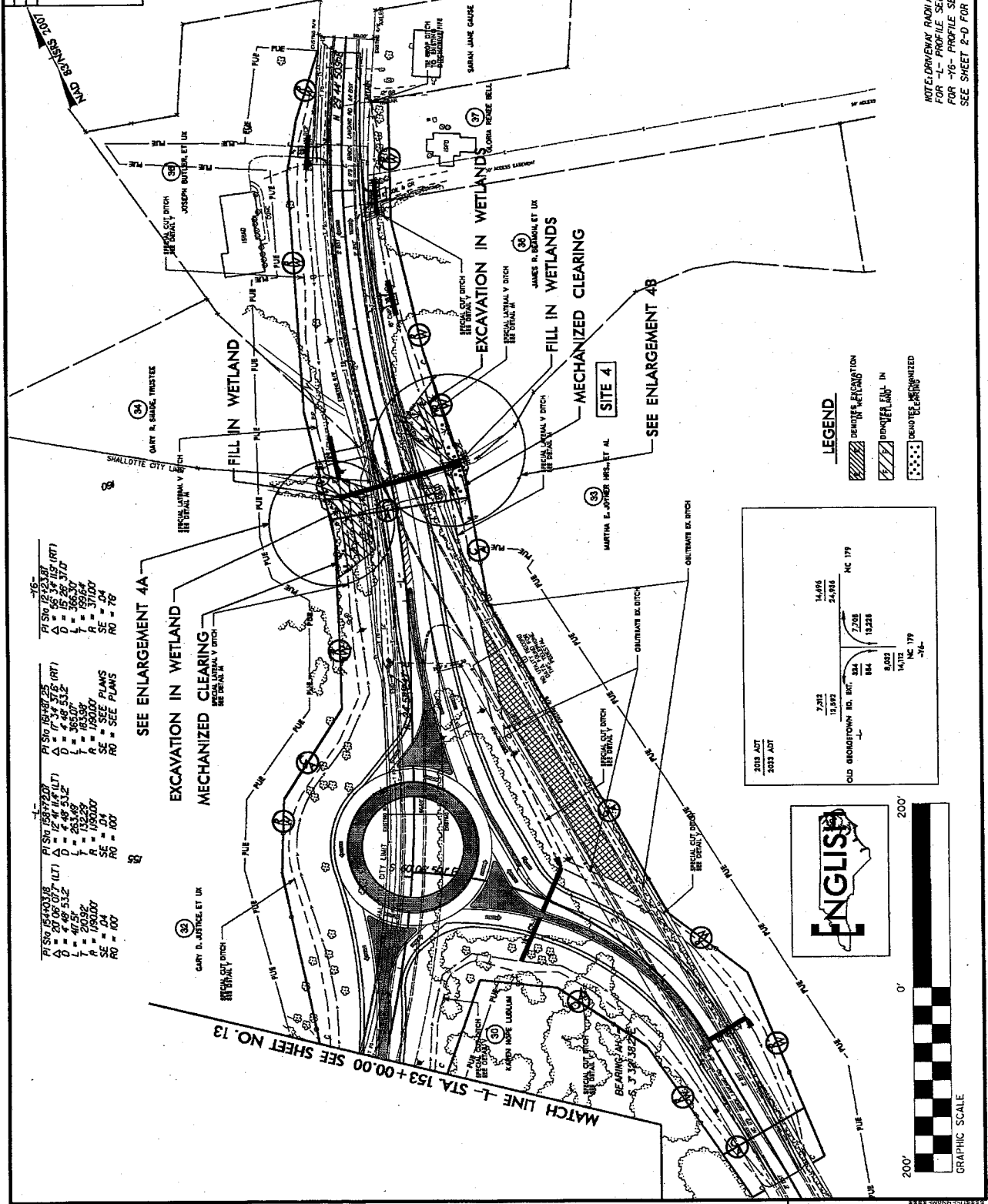




PROJECT REFERENCE NO.	BY SHEET NO.	HYDRAULIC ENGINEER	<div style="border: 1px solid black; padding: 5px; text-align: center;"> PRELIMINARY PLANS DO NOT USE FOR CONSTRUCTION </div>
B-3432	14		
ROADWAY DESIGN ENGINEER			

Permit Drawing
Sheet 16 of 21
Revised 2/15/13

NOTE: DRIVEWAY RADII ARE 10' UNLESS OTHERWISE SHOWN.
FOR -L- PROFILE SEE SHEET 21
FOR -Y6- PROFILE SEE SHEET 22
SEE SHEET 2-D FOR ROUNDABOUT DETAIL



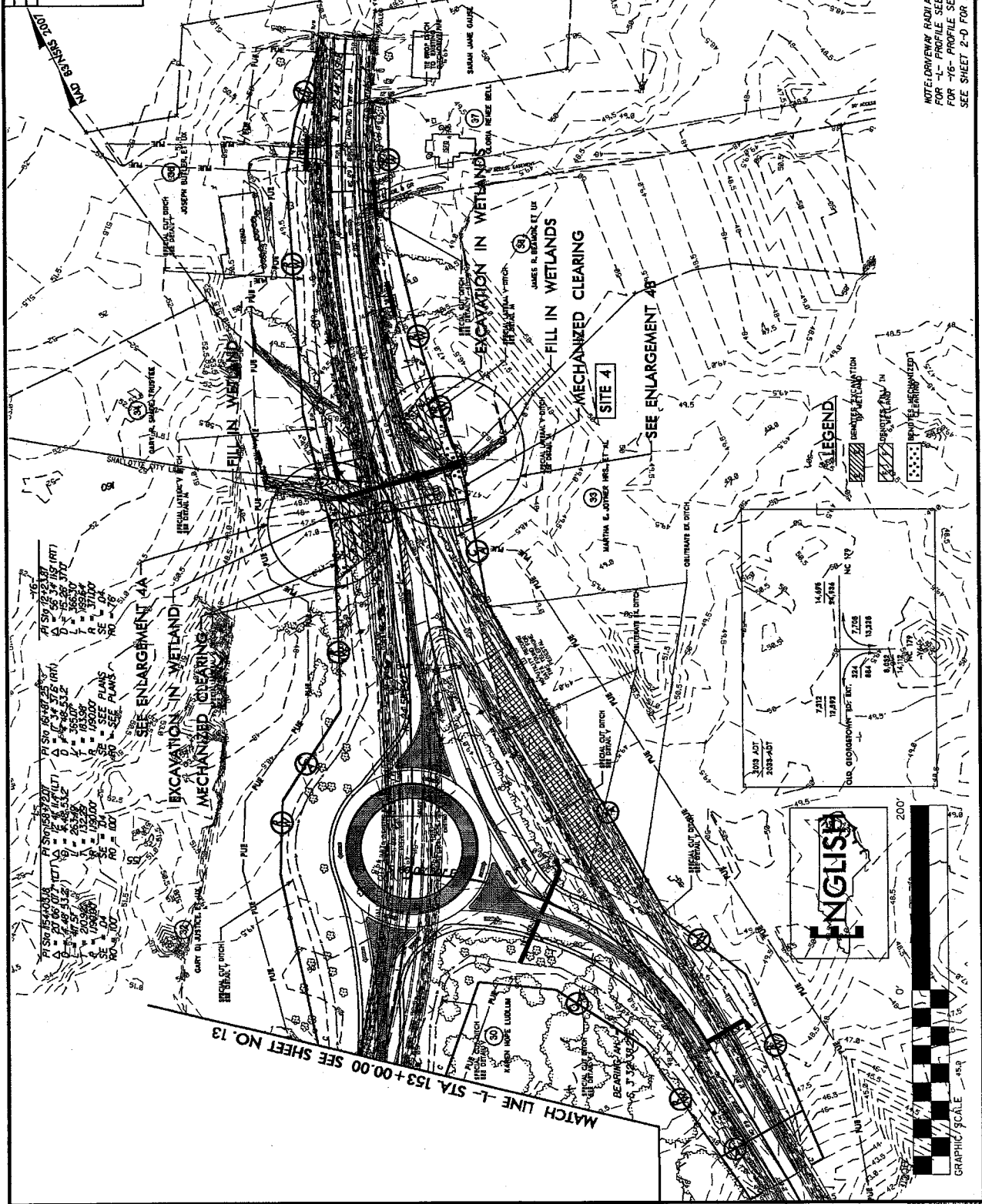
66/41/8

~~R/W REV. REVISING PUE ON PARCEL 30. 5/14/12. TFD~~

PROJECT NUMBER NO.	SHEET NO.
R-2432	14
DESIGNED BY	HYDRAULIC ENGINEER
CHECKED BY	ENGINEER
APPROVED BY	CONSTRUCTION

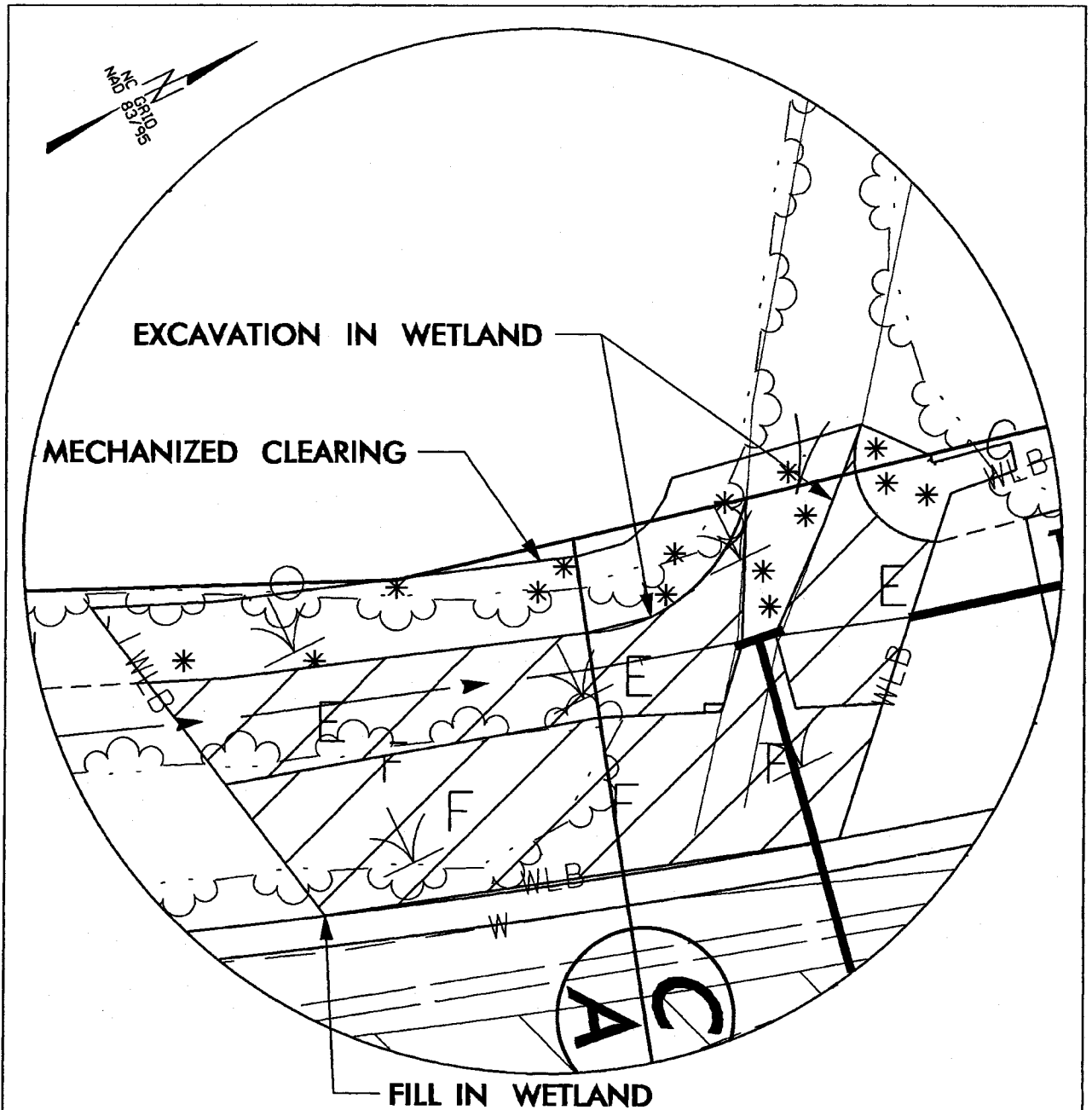
Permit Drawing
Sheet 17 of 29
REVISED 2/15/13

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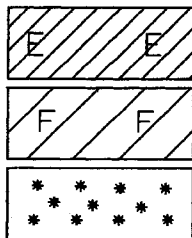


NOTE: DRAWING RADII ARE 10 UNLESS OTHERWISE SHOWN.
FOR 1" PROFILE SEE SHEET 21
FOR 1/4" PROFILE SEE SHEET 22
SEE SHEET 2-0 FOR ROUNDABOUT DETAIL

REVISIONS	1/11/13 REV. REVISING PUE-ON PARCEL 39-5/4/12-TFO
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SITE 4A ENLARGEMENT

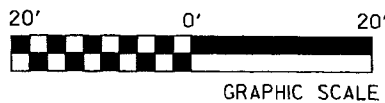


DENOTES EXCAVATION
IN WETLAND

DENOTES FILL IN
WETLAND

DENOTES MECHANIZED
CLEARING

Permit Drawing
Sheet 18 of 29



NCDOT

DIVISION OF HIGHWAYS

BRUNSWICK COUNTY

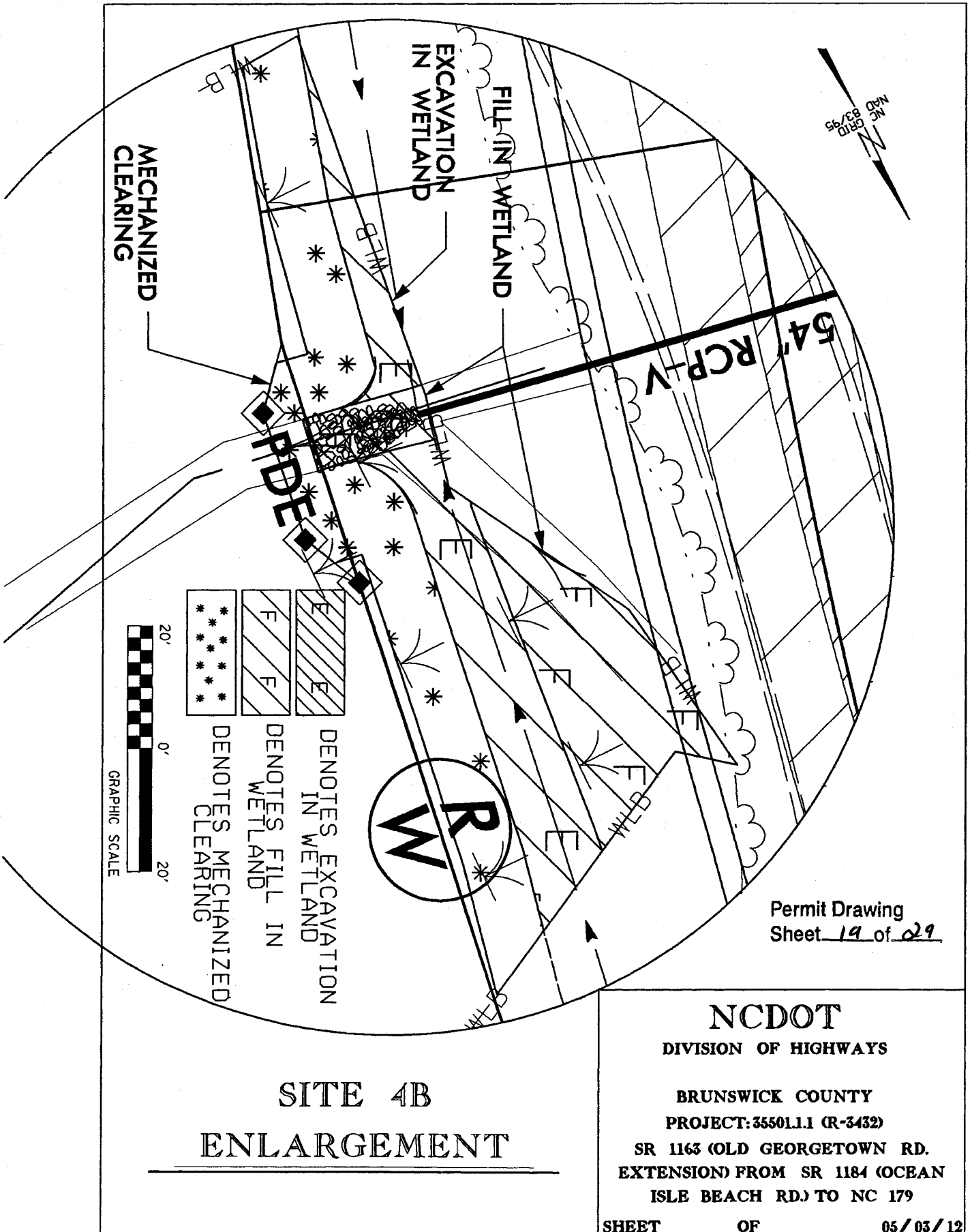
PROJECT: 3550L11 (R-3432)

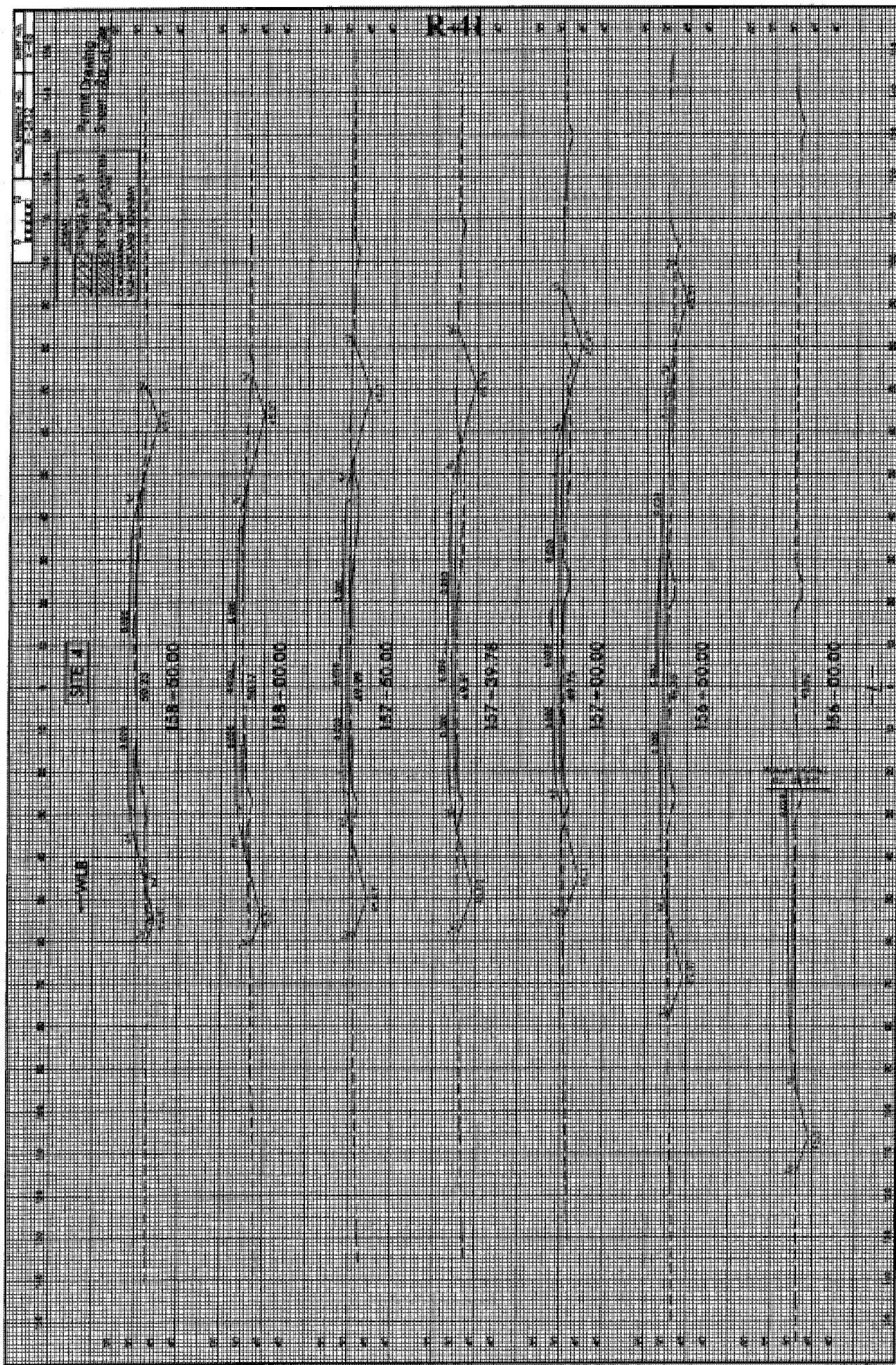
**SR 1163 (OLD GEORGETOWN RD.
EXTENSION) FROM SR 1184 (OCEAN
ISLE BEACH RD.) TO NC 179**

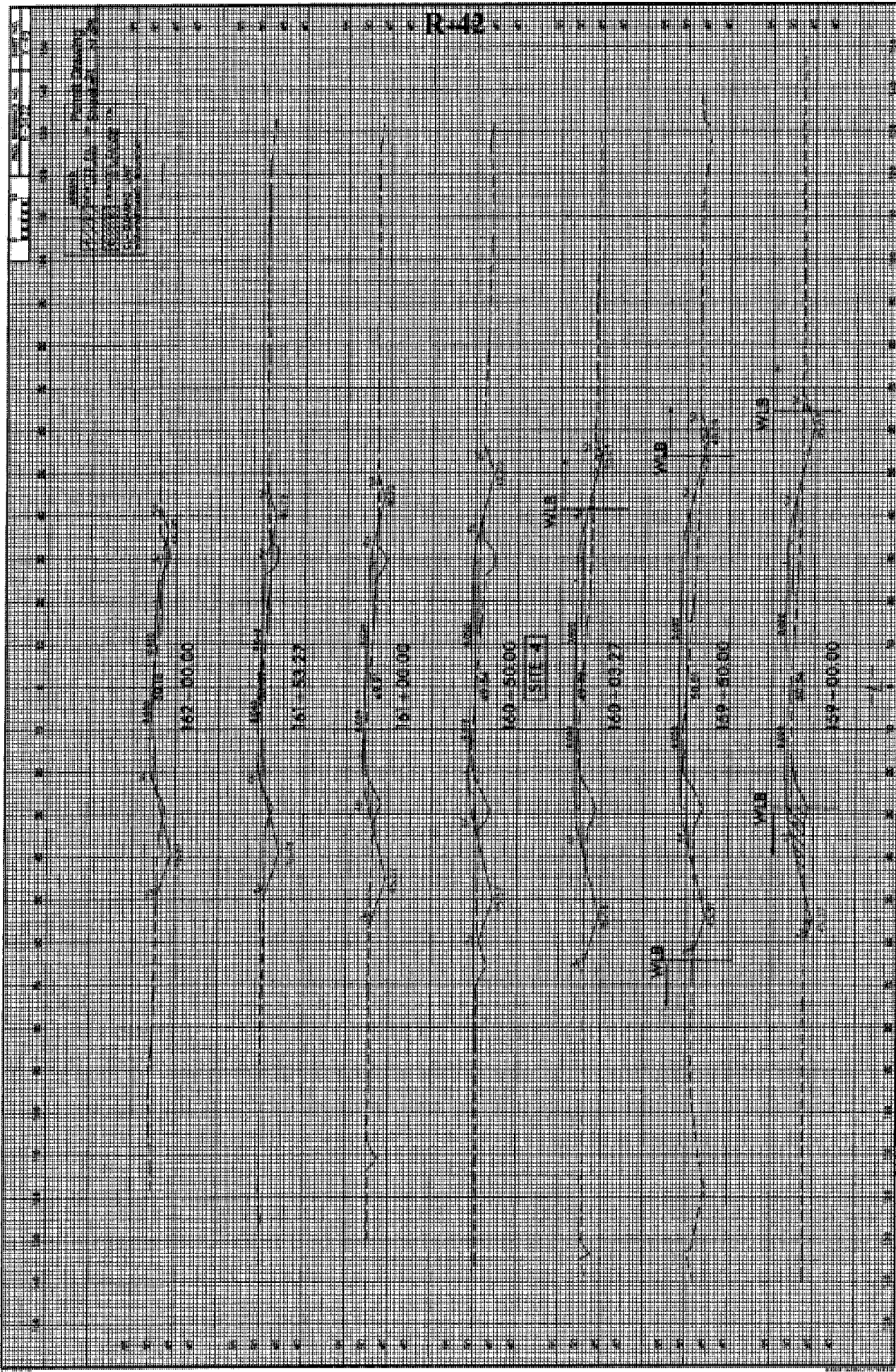
SHEET

OF

04/25/12









Permit Drawing
Sheet 23 of 29
Revised 1/3/13

R-43

LEGEND

 DENOTES IMPACTS IN SURFACE WATER
 DENOTES TEMPORARY IMPACTS IN SURFACE WATER

ENGLISH

0' 100' 200'

GRAPHIC SCALE

FOR -Y10- PROFILE SEE SHEET 21A

$\Delta = 7.5^\circ$ 4.7 (JT)
 $\phi = 1.4^\circ$ 25.8
 $L = 439.0^\circ$
 $T = 219.88^\circ$
 $R = 3200.00^\circ$
 $SE = 0.3$
 $RO = 8r$

TEMPORARY IMPACTS SURFACE WATERS FILL IN SURFACE WATERS

SITE 5

SEE ENLARGEMENT 5A

4. MATCH LINE - M0 - STA. 28+00 SEE SHEET NO. 4

FILL IN SURFACE WATERS

~~TEMPORARY IMPACTS SURFACE WATERS~~

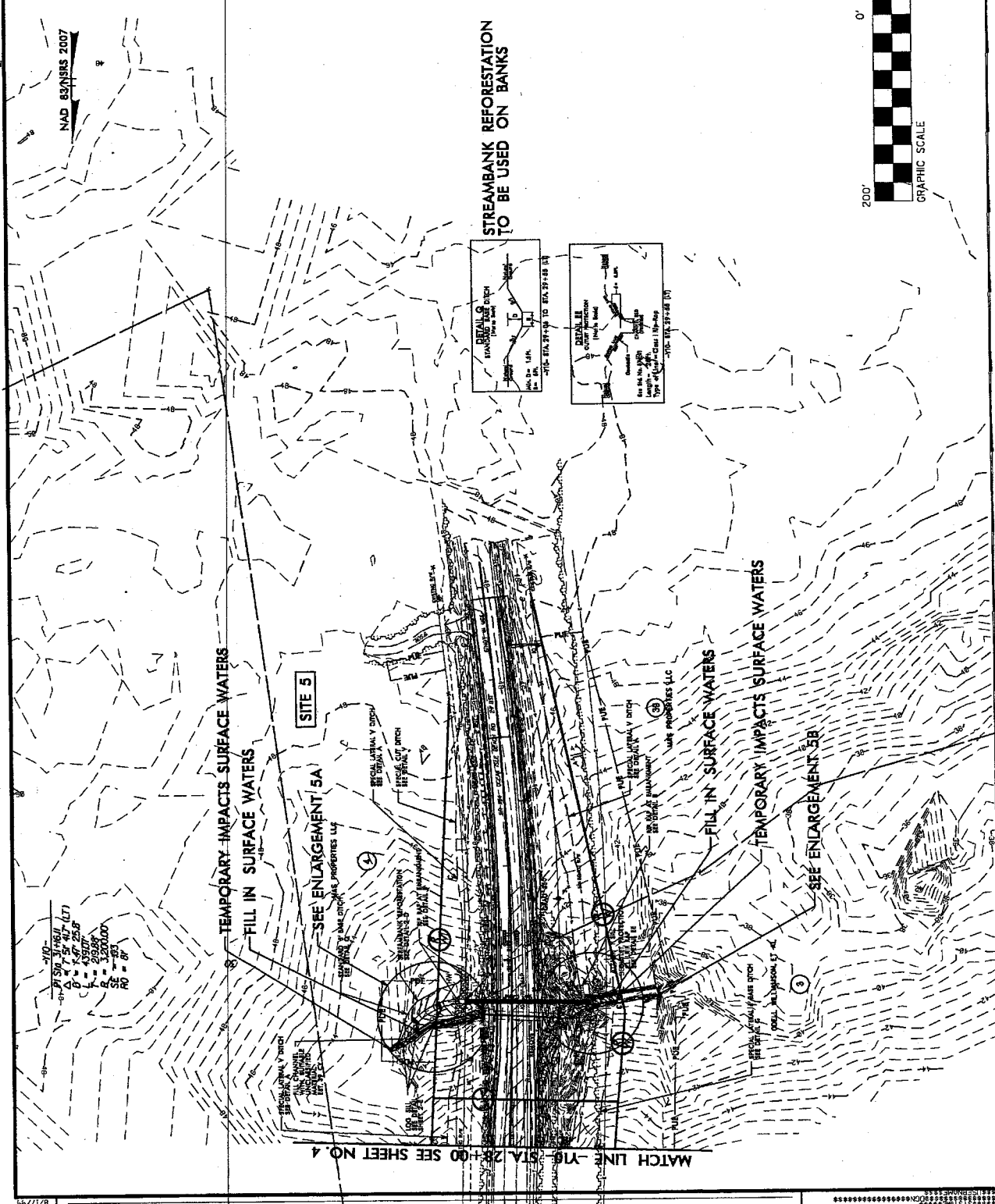
SEE ENLARGEMENT 5B

3

MAISON ET

PROJECT REFERENCE NO.	SHEET NO.
R-44	15
PROJECT NAME	DATE
ROADWAY DESIGN	1/13/13
PRELIMINARY PLANS DO NOT USE FOR CONSTRUCTION	

Permit Drawing
 Sheet 23 of 27
 Revised 1/13/13



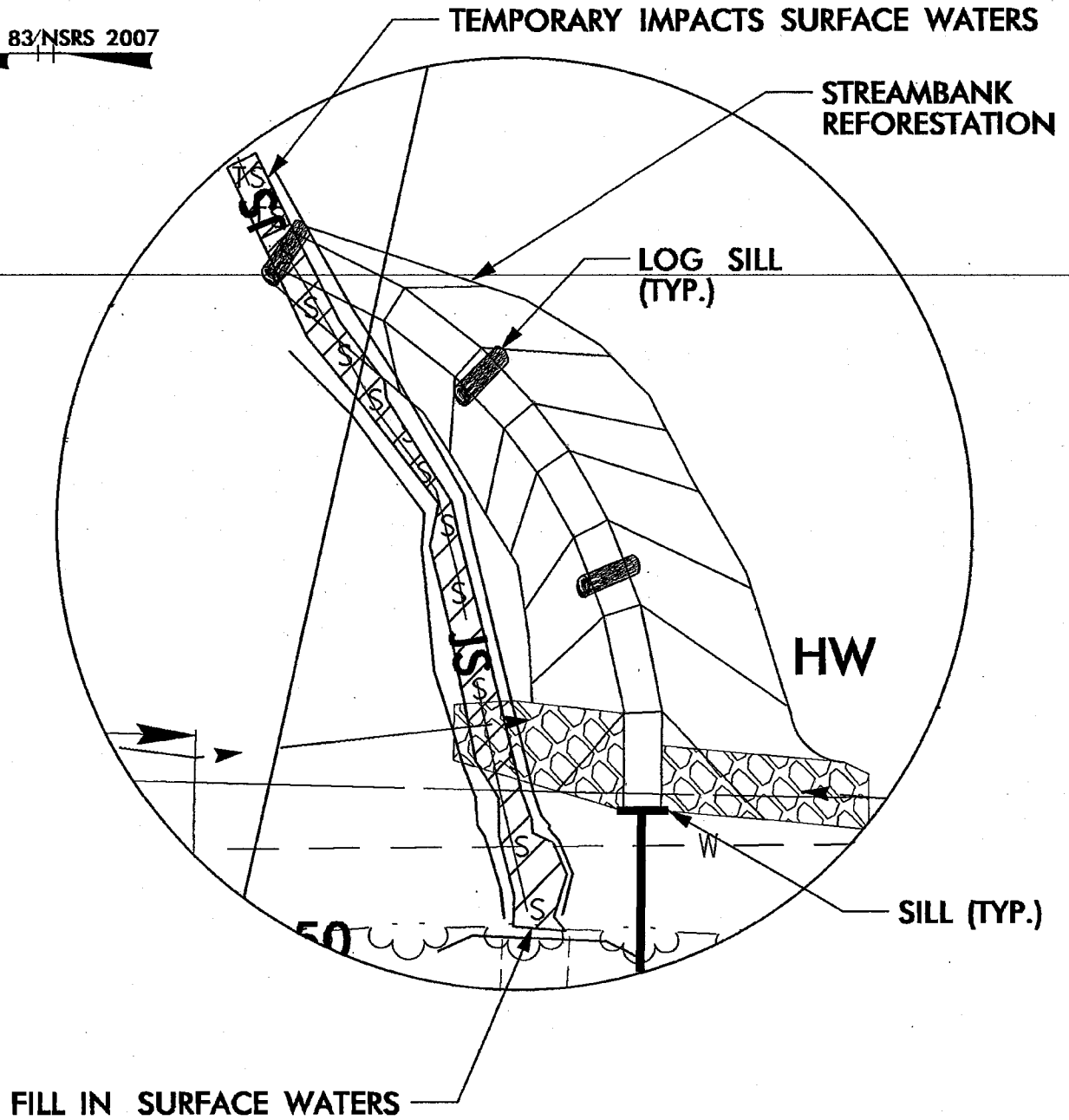
LEGEND

- SURFACE IMPACTS IN SURFACE WATER
- TEMPORARY IMPACTS IN SURFACE WATER



FOR -10- PROFILE SEE SHEET 21A

NAD 83/NSRS 2007



SITE 5A ENLARGEMENT

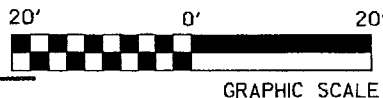


DENOTES TEMPORARY
IMPACTS IN SURFACE WATER



DENOTES IMPACTS IN
SURFACE WATER

Permit Drawing
Sheet 24 of 24
Revised 1/3/13



NCDOT

DIVISION OF HIGHWAYS

BRUNSWICK COUNTY

PROJECT: 3550L1.1 (R-3432)

SR 1163 (OLD GEORGETOWN RD.
EXTENSION) FROM SR 1184 (OCEAN
ISLE BEACH RD.) TO NC 179

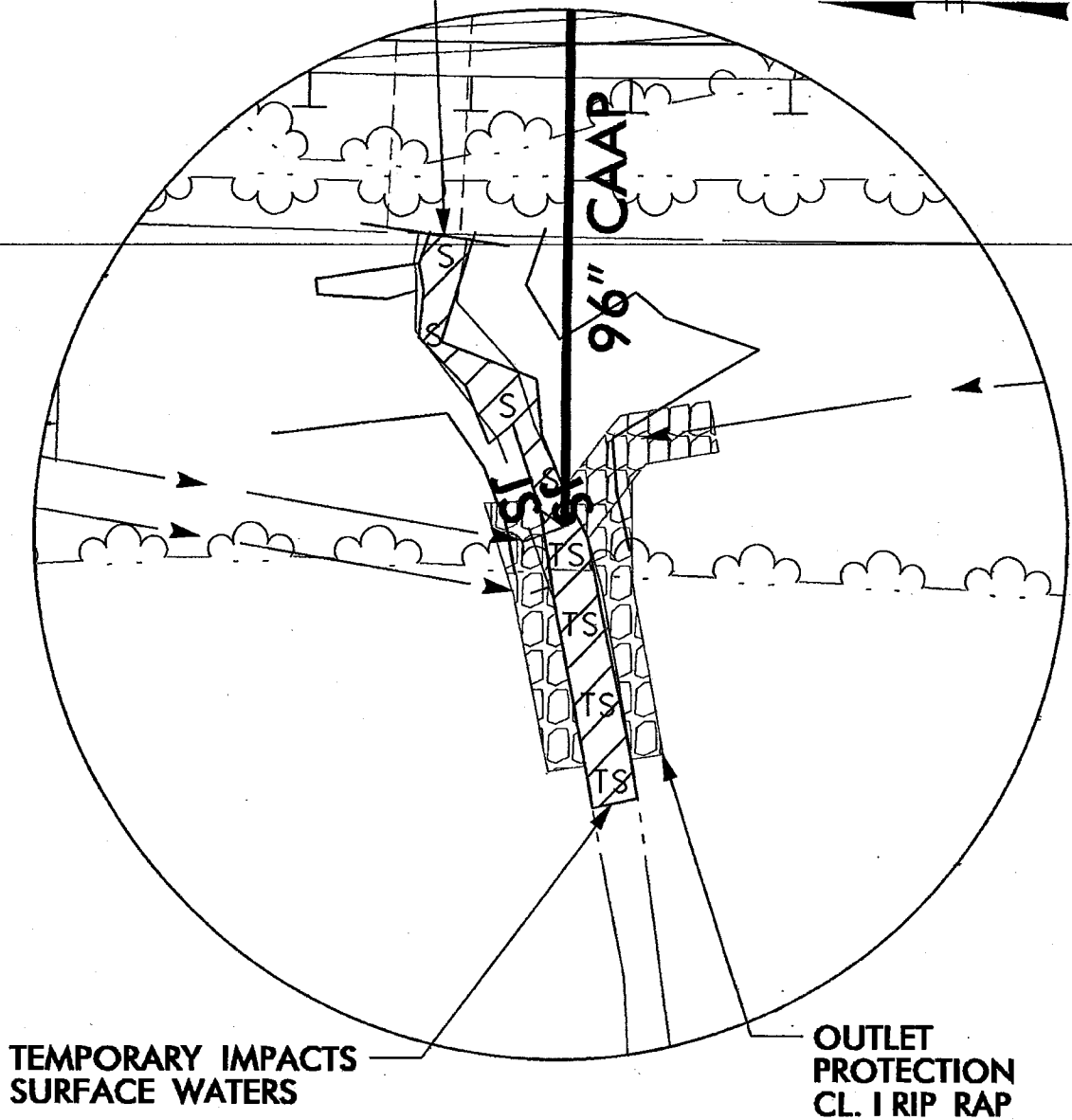
SHEET

OF

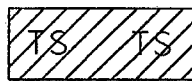
11/30/12

FILL IN SURFACE WATERS

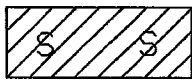
NAD 83/NSRS 2007



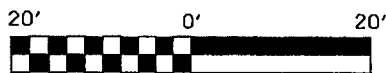
SITE 5B ENLARGEMENT



DENOTES TEMPORARY
IMPACTS IN SURFACE
WATER



DENOTES IMPACTS IN
SURFACE WATER



GRAPHIC SCALE

NCDOT

DIVISION OF HIGHWAYS

BRUNSWICK COUNTY

PROJECT: 35501.1.1 (R-3432)

SR 1163 (OLD GEORGETOWN RD.
EXTENSION) FROM SR 1184 (OCEAN
ISLE BEACH RD.) TO NC 179

SHEET

OF

11 / 30 / 12

Permit Drawing
Sheet 25 of 29
Revised 11/3/13

SITE 5 JURISDICTIONAL STREAM PROFILE

NCDOT

DIVISION OF HIGHWAYS

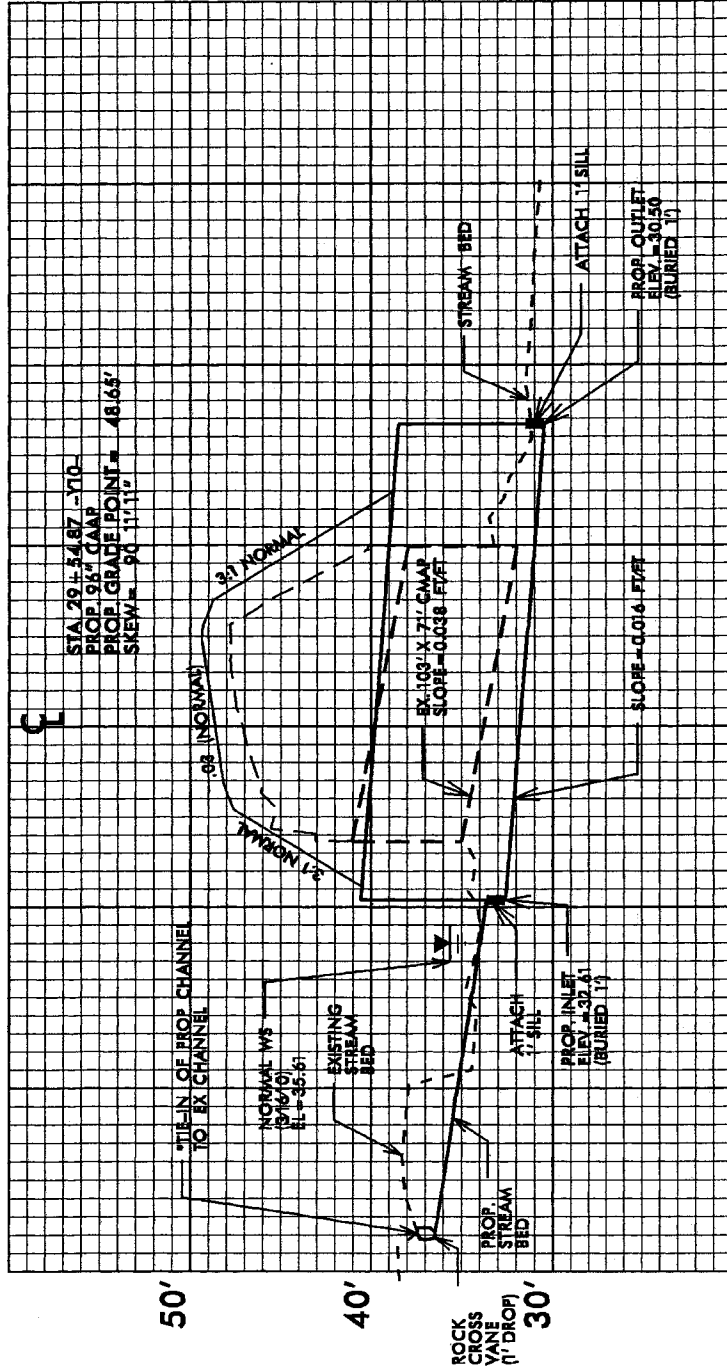
BRUNSWICK COUNTY

PROJECT: 55501.1.1 (R-3432)

SR 1163 (OLD GEORGETOWN RD.
EXTENSION) FROM SR 1184 (OCEAN
ISLE BEACH RD.) TO NC 179

SHEET 05 OF 05 / 03 / 12

150' LT 100' LT 50' LT 0 50' RT 100' RT 150' RT



SCALE
HORIZ: 1" = 50'
VERT: 1" = 10'

Permit Drawing
Sheet 24 of 29

PROPERTY OWNERS

NAMES AND ADDRESSES

PARCEL NO.	NAMES	ADDRESSES
3	Odell & Glenn N. Williamson	PO BOX 1602, Shallotte, NC 28459
4, 39	MAS Properties, LLC	131 Ocean Blvd. West, Holden Beach, NC 28462
5	Mills Land and Timber, LLC	131 Ocean Blvd. West, Holden Beach, NC 28462
8	Glen N., Jr. & Sarah S. Williamson	PO BOX 1602, Shallotte, NC 28459
9	Waterway Properties	1625 Woodview Dr., Ocean Isle Beach, NC 28469
10	Gloria Renee Bell	PO BOX 1984, Shallotte, NC 28459
11	John Henry & Mabeline Hill	1060 Hale Swamp Rd., SW, Shallotte, NC 28459
12	Charles D. Hill	PO BOX 374, Shallotte, NC 28459
13	Lindsey Clifton Thomas	PO BOX 181, Shallotte, NC 28459
14	Mary Lily Wigfall	4768 Oakview Dr., Southport, NC 28461
32	Gary D. & Rebecca H. Justice, et ux	3288 Channelside Dr., SW, Supply, NC 28462
33	Martha Joyner HRS, et al	812 N. Caswell Ave., Southport, NC 28461
34	Gary R. Shade, Trustee	PO BOX 1621, Mountain View, CA 94042
35	James R. & Caroline K. Beamon	PO BOX 1403, North Wilkesboro, NC 28659

Permit Drawing
Sheet 28 of 29

NCDOT
DIVISION OF HIGHWAYS

BRUNSWICK COUNTY
PROJECT: 35501.1.1 (R-3432)
SR 1163 (OLD GEORGETOWN RD.
EXTENSION) FROM SR 1184 (OCEAN
ISLE BEACH RD.) TO NC 179
SHEET OF 05 / 03 / 12

WETLAND PERMIT IMPACT SUMMARY												
				WETLAND IMPACTS					SURFACE WATER IMPACTS			
Site No.	Station (From/To)	Structure Size / Type	Permanent Fill In Wetlands (ac)	Temp. Fill In Wetlands (ac)	Excavation in Wetlands (ac)	Mechanized Clearing in Wetlands (ac)	Hand Clearing in Wetlands (ac)	Permanent SW Impacts (ac)	Temp. SW impacts (ac)	Existing Channel Impacts Permanent (ft)	Existing Channel Impacts Temp. (ft)	Natural Stream Design (ft)
1	-L- 46+95/49+28	84" CAAP						0.03	<0.01			
2	-L- 98+85/99+39	30" RCP-III	0.03		<0.01	<0.01		0.05	<0.01	200	10	
3	-L- 100+97/105+53	84" CAAP	0.40		0.04	0.07						
4	-L- 158+32/160+27	54" RCP-V	0.06		0.06	0.07						
5A	-Y10- 29+37/29+63	96" CAAP						0.01	<0.01	97*	10	
5B	-Y10- 29+37/29+63	96" CAAP						<0.01	<0.01	39	33	

***NOTE: THIS PORTION WILL BE RELOCATED AND THEREFORE WILL NOT BE MITIGABLE.**

Permit Drawing
Sheet 29 of 29
REVISED 1/3/13

NC DEPARTMENT OF TRANSPORTATION
DIVISION OF HIGHWAYS

BRUNSWICK COUNTY
WBS - 35501.1.1 (R-3432)

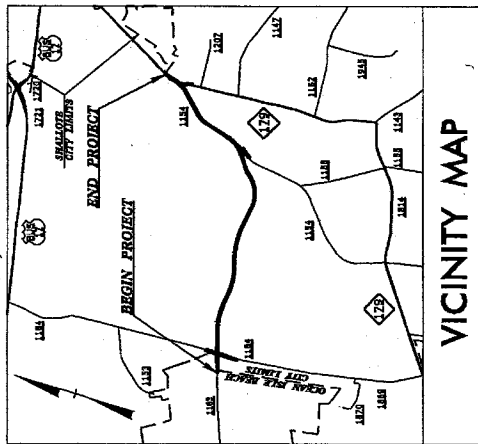
11/30/2012

SHEET

STATE OF NORTH CAROLINA
DIVISION OF HIGHWAYS

NEU PERMIT PLANS BRUNSWICK COUNTY

**LOCATION: SR 1163 (OLD GEORGETOWN ROAD EXTENSION)
FROM SR 1184 (OCEAN ISLE BEACH ROAD) TO NC 179**

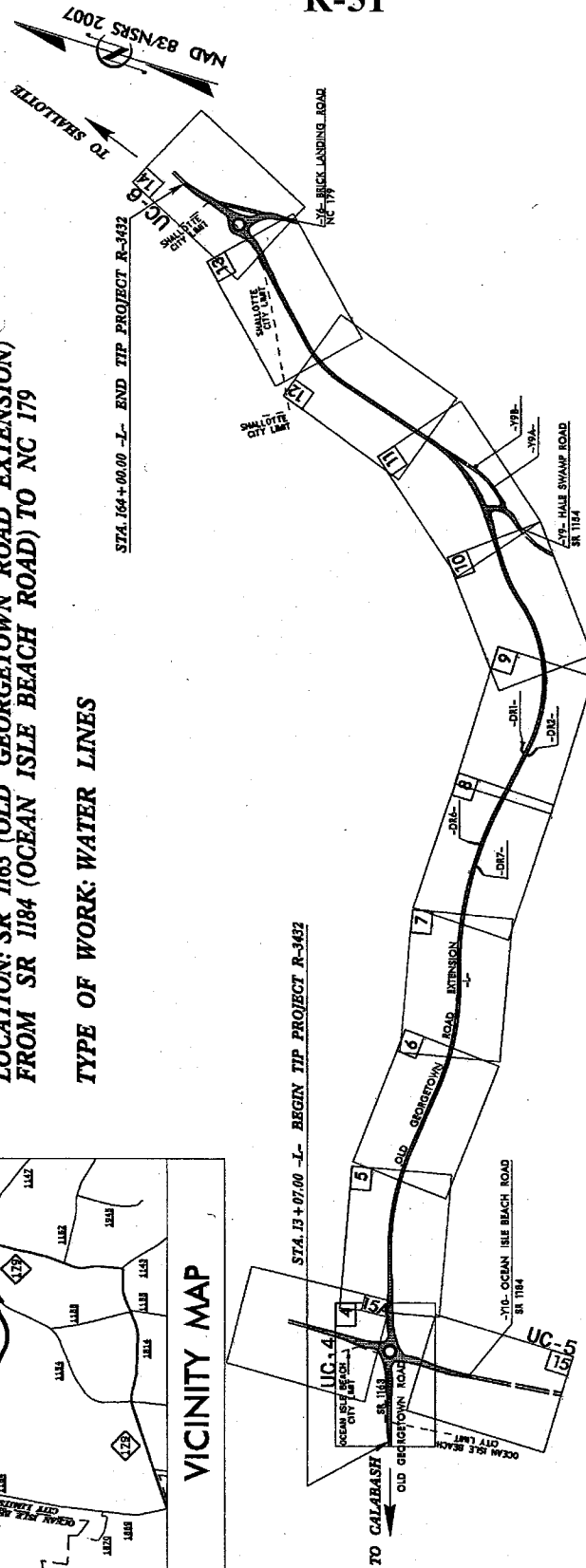
TYPE OF WORK: WATER LINES

PRELIMINARY PLANS
DO NOT USE FOR CONSTRUCTION

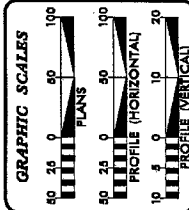
Utility Permit Drawing
Sheet 1 of 23
Revised 2/27/13

T.I.P. NO.	SHEET NO.
R-3432	UC-1

R-51




THIS IS A PARTIAL CONTROLLED-ACCESS PROJECT WITH ACCESS BEING LIMITED TO POINTS AS SHOWN ON THE PLANS. A PORTION OF THIS PROJECT IS WITHIN THE MUNICIPAL BOUNDARIES OF OCEAN ISLE BEACH AND SHALLOTTE. CLEARING ON THIS PROJECT SHALL BE PERFORMED TO THE LIMITS ESTABLISHED BY METHOD III.



INDEX OF SHEETS	
SHEET NO.	DESCRIPTION
UC-1	TITLE SHEET
UC-2	UTILITY SYMBOLS
UC-3	NOTES
UC-3A THRU UC-3D	DETAILS
UC-4 THRU UC-6	UTILITY CONSTRUCTION
UC-7 THRU UC-17	PROFILE SHEETS

WATER AND SEWER OWNERS ON PROJECT

(1) 12" AND 16" WATER LINES- BRUNSWICK COUNTY



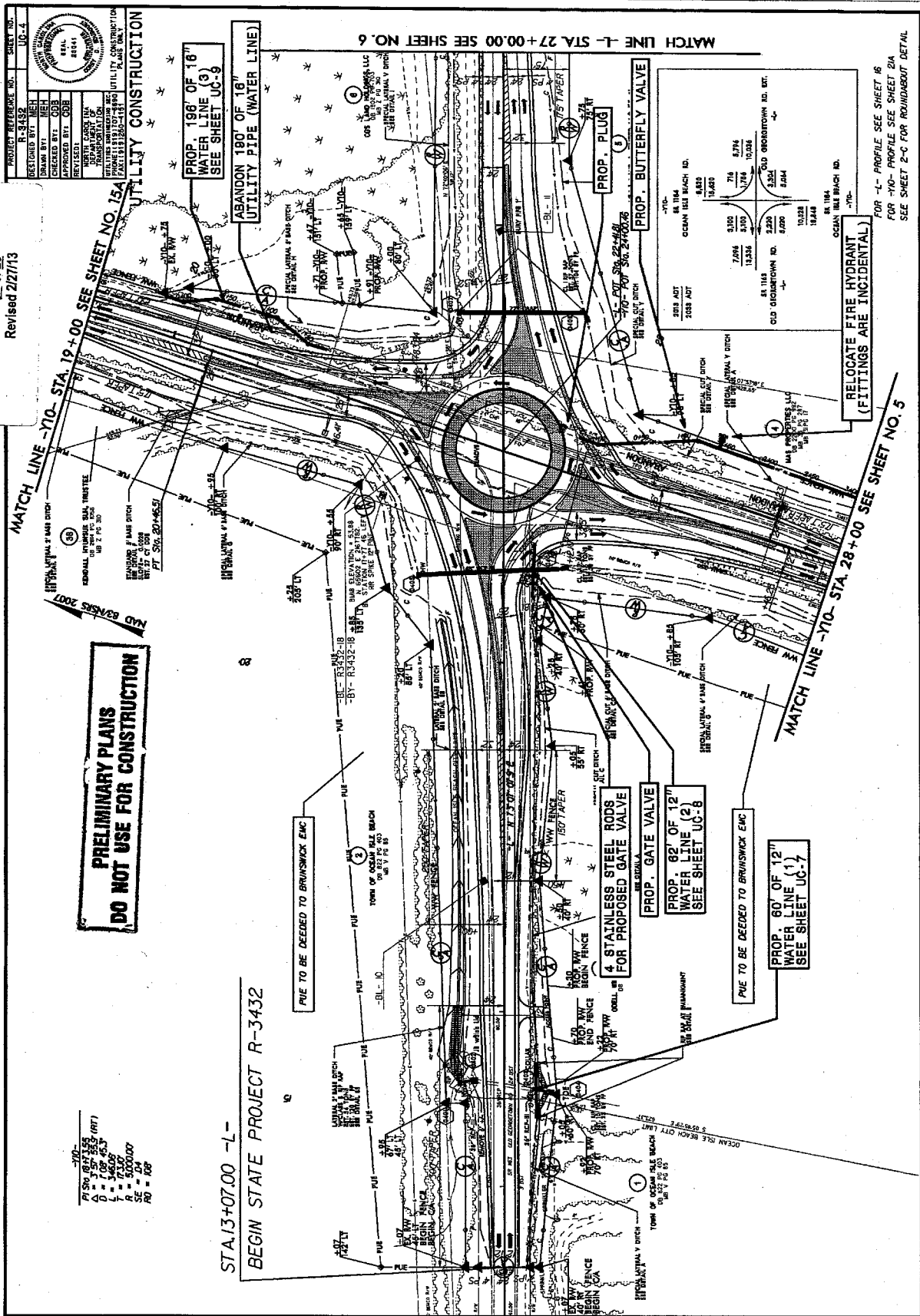
PREPARED IN THE OFFICE OF:
DIVISION OF HIGHWAYS
UTILITIES UNIT
UTILITIES ENGINEERING

IN MAIL SERVICES CENTER
ALBUQUERQUE, NM 87103-1000
FAX (505) 261-6100

Roger Worthington, P.E. UTILITIES SECTION ENGINEER
Cory Bourque, P.E. UTILITIES SQUAD LEADER PROJECT ENGINEER
Marlo Hafner UTILITIES PROJECT DESIGNER

INCOMPLETE PLANS
DO NOT USE FOR N/W ACQUISITION

PRELIMINARY PLANS
DO NOT USE FOR COLLECTION



PROJECT REFERENCE NO.	SHEET NO.
R-3432	UG-5
DESIGNED BY: MEH	CHECKED BY: MEH
APPROVED BY: OBB	REVIEWED BY: OBB
DATE: 11/17/07	DATE: 11/17/07
PROJECT: UTILITY CONSTRUCTION	PLANS ONLY

NAD 83/NRS 2007

**PRELIMINARY PLANS
DO NOT USE FOR CONSTRUCTION**

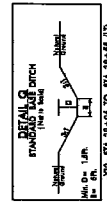
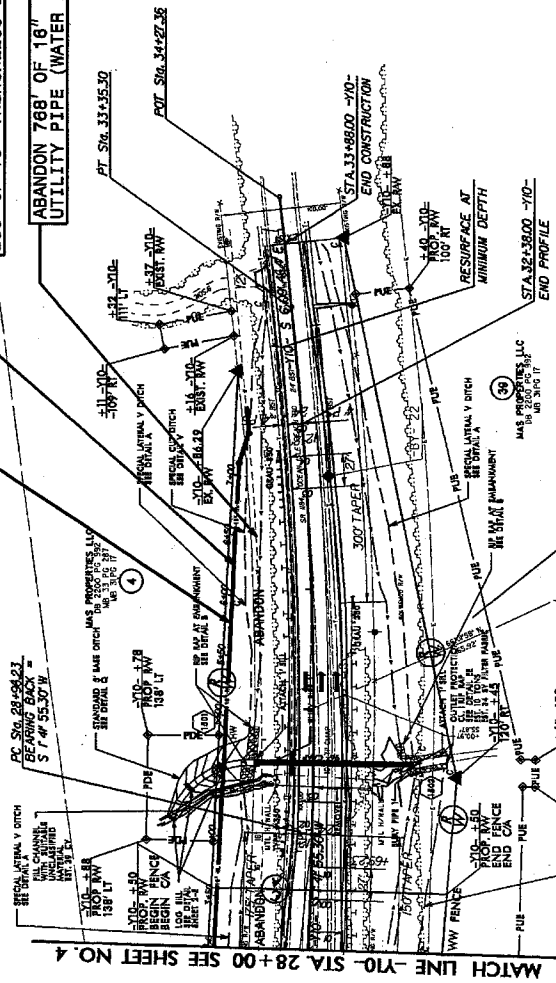
TEL-7

PC STA 28+50.21
BEARING BACK =
S 74° 55' 30" W
Δ = 7.5' 47" (LT)
Δ = 1.4' 25.6"
T = 29.88'
A = 3200.00'
SE = .03
NO = .8'

PROP. 778' OF 18" WATER LINE (4)
SEE SHEETS UC-10 THRU UC-12

543' OF 18" TRENCHLESS INSTALLATION IN SOIL
233' OF 18" TRENCHLESS INSTALLATION NOT IN SOIL

ABANDON 768' OF 18"
UTILITY PIPE (WATER LINE)



PUE TO BE DEEDED TO BRUNSWICK EMC

R-53

Utility Permit Drawing
Sheet 3 of 23
Revised 2/27/13

UTILITY CONSTRUCTION

FOR -110- PROFILE SEE SHEET 21A

PROJECT REFERENCE NO. R-3432
SHEET NO. UC-6

DESIGNED BY: NEN
CHECKED BY: CDB
APPROVED BY: CDB
REVIEWED BY: CDB
DATE: 11/17/10
PROJECT: 1415' OF 12" UTILITY PIPE (WATER LINE)
LOCATION: 1415' OF 12" UTILITY PIPE (WATER LINE)

UTILITY CONSTRUCTION
ABANDON 1436' OF 12" UTILITY PIPE (WATER LINE)

EXISTING 12" AC WATER LINE

POT. 12" AC WATER LINE

RECONNECT WATER METER (FITTINGS ARE INCIDENTAL)

RELOCATE FIRE HYDRANT (FITTINGS AND VALVE ARE INCIDENTAL)

4 STAINLESS STEEL RODS ON PROPOSED GATE VALVES

WATER LINE AND GATE VALVE USE PVC C800

STA. 164+00.00 -L- END STATE PROJECT R-3432

PROP. 1415' OF 12" WATER LINE (5) SEE SHEETS UC-13 THRU UC-17

RELOCATE WATER METER (FITTINGS ARE INCIDENTAL)

RELOCATE FIRE HYDRANT (FITTINGS AND VALVE ARE INCIDENTAL)

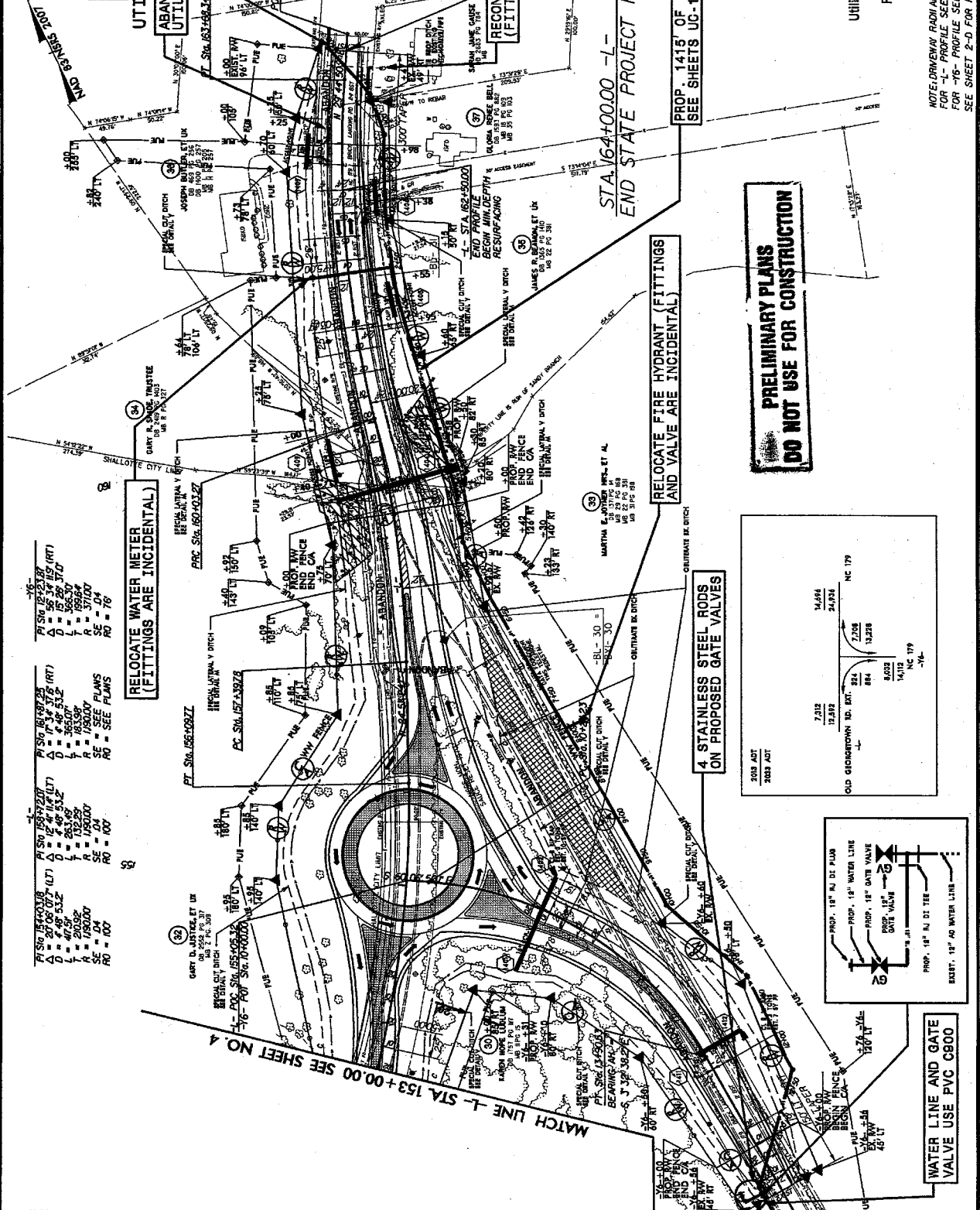
4 STAINLESS STEEL RODS ON PROPOSED GATE VALVES

WATER LINE AND GATE VALVE USE PVC C800

STA. 164+00.00 -L- END STATE PROJECT R-3432

PROP. 1415' OF 12" WATER LINE (5) SEE SHEETS UC-13 THRU UC-17

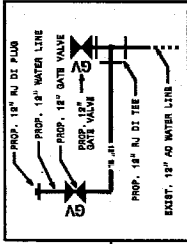
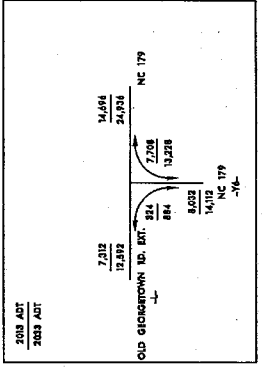
RELOCATE WATER METER (FITTINGS ARE INCIDENTAL)



**PRELIMINARY PLANS
DO NOT USE FOR CONSTRUCTION**

Utility Permit Drawing
Sheet 4 of 23
Revised 2/27/13

NOTE: DRAWING RADI ARE 10' UNLESS OTHERWISE SHOWN.
FOR -L- PROFILE SEE SHEET 21
FOR -T- PROFILE SEE SHEET 22
SEE SHEET 2-D FOR ROUNDABOUT DETAIL



WATER LINE AND GATE VALVE USE PVC C800

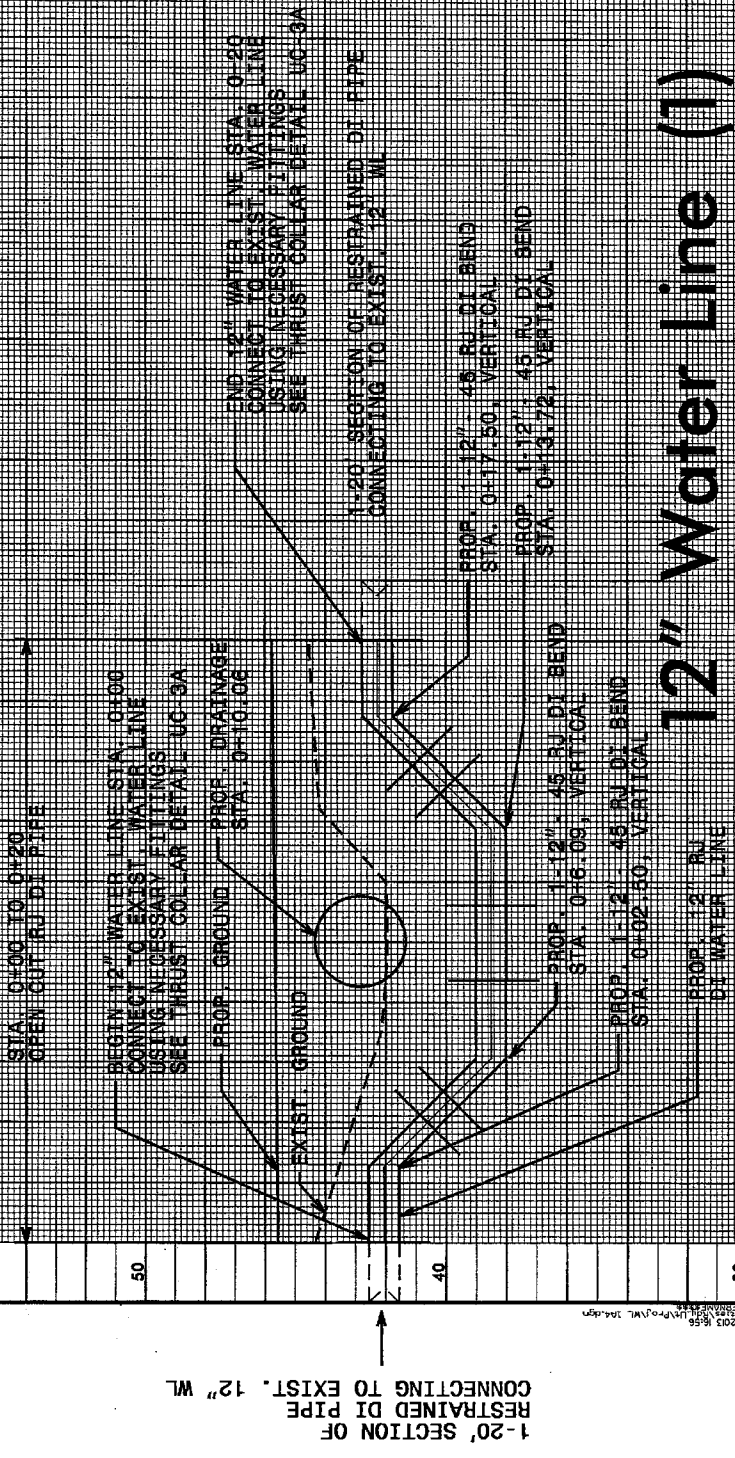
PROJECT REFERENCE NO.	UC-7
DESIGNED BY	MEH
DRAWN BY	MEH
CHECKED BY	CDB
APPROVED BY	CDB
REVISED	
SOCIAL CARD NO. 10000000000000000000 TRANSPORTATION PROJECT NO. 10000000000000000000 DATE 10/10/2013	



Utility Permit Drawing
 Sheet 5 of 23
 Revised 2/27/13

**PRELIMINARY PLANS
 DO NOT USE FOR CONSTRUCTION**

UTILITY CONSTRUCTION
 PLANS ONLY



12" Water Line (1)

1-20' SECTION OF
 RESTRAINED DI PIPE
 CONNECTING TO EXIST. 12" WL

R-55

0+20

30

40

60

70

PROP. 12" RU
 DI WATER LINE

PROP. 1-12" 45 RU DI BEND
 STA. 0+02.50, VERTICAL

PROP. 1-12" 45 RU DI BEND
 STA. 0+06.08, VERTICAL

PROP. 1-12" 45 RU DI BEND
 STA. 0+17.50, VERTICAL

PROP. 1-12" 45 RU DI BEND
 STA. 0+13.72, VERTICAL

1-20' SECTION OF RESTRAINED DI PIPE
 CONNECTING TO EXIST. 12" WL

END 12" WATER LINE STA. 0+20
 CONNECT TO EXIST. WATER LINE
 USING NECESSARY FITTINGS
 SEE THRUST COLLAR DETAIL UC-3A

BEGIN 12" WATER LINE STA. 0+00
 CONNECT TO EXIST. WATER LINE
 USING NECESSARY FITTINGS
 SEE THRUST COLLAR DETAIL UC-3A

PROP. GROUND
 STA. 0+10.00

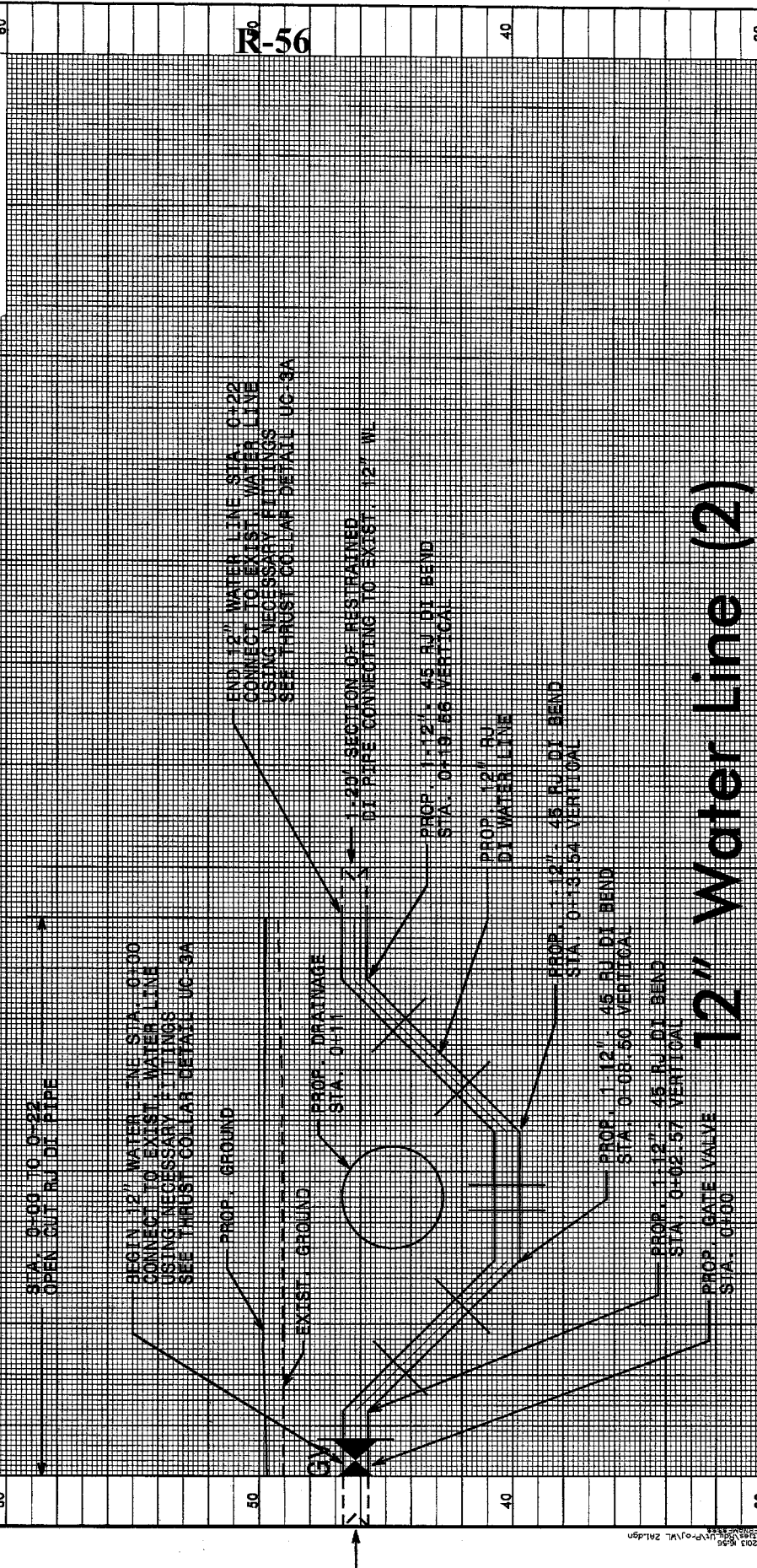
EXIST. GROUND

PROJECT REFERENCE NO.	SHEET NO.
R-3432	UC-8
DESIGNED BY	AMEI
DRAWN BY	AMEI
CHECKED BY	COL
APPROVED BY	COL
REVISED	
NEW YORK STATE DEPARTMENT OF TRANSPORTATION PHONE: (516) 935-6930 FAX: (516) 935-4151	

UTILITY CONSTRUCTION

Utility Permit Drawing
 Sheet 4 of 23
 Revised 2/27/13

PRELIMINARY PLANS
 DO NOT USE FOR CONSTRUCTION



70
60
50
40
30
0

1-20' SECTION OF RESTRAINED
 DI PIPE CONNECTING
 TO EXIST. 12" WL

12" Water Line (2)

R-56

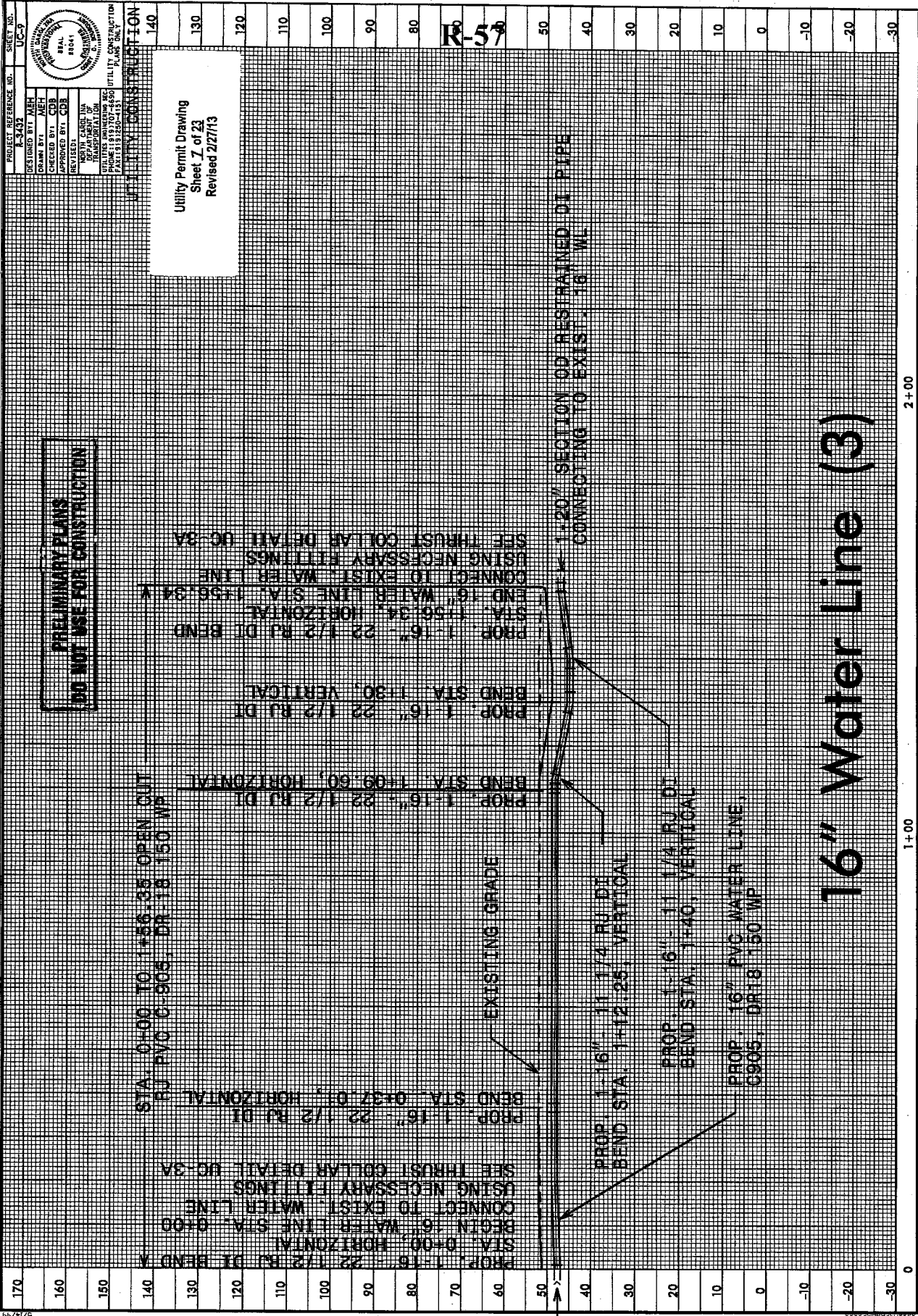
40

30

PROJECT REFERENCE NO.	UC-9
DESIGNED BY	MEH
DRAWN BY	MEH
CHECKED BY	COB
APPROVED BY	COB
REVISED	
NORTH CAROLINA DEPARTMENT OF TRANSPORTATION PROJECT NO. 1111111111111111 DATE 11/11/11	

PRELIMINARY PLANS
DO NOT USE FOR CONSTRUCTION

Utility Permit Drawing
Sheet Z of 23
Revised 2/27/13



1-20" SECTION OF RESTRAINED DI PIPE
CONNECTING TO EXIST. 16" WL

16" Water Line (3)

2+00

1+00

0

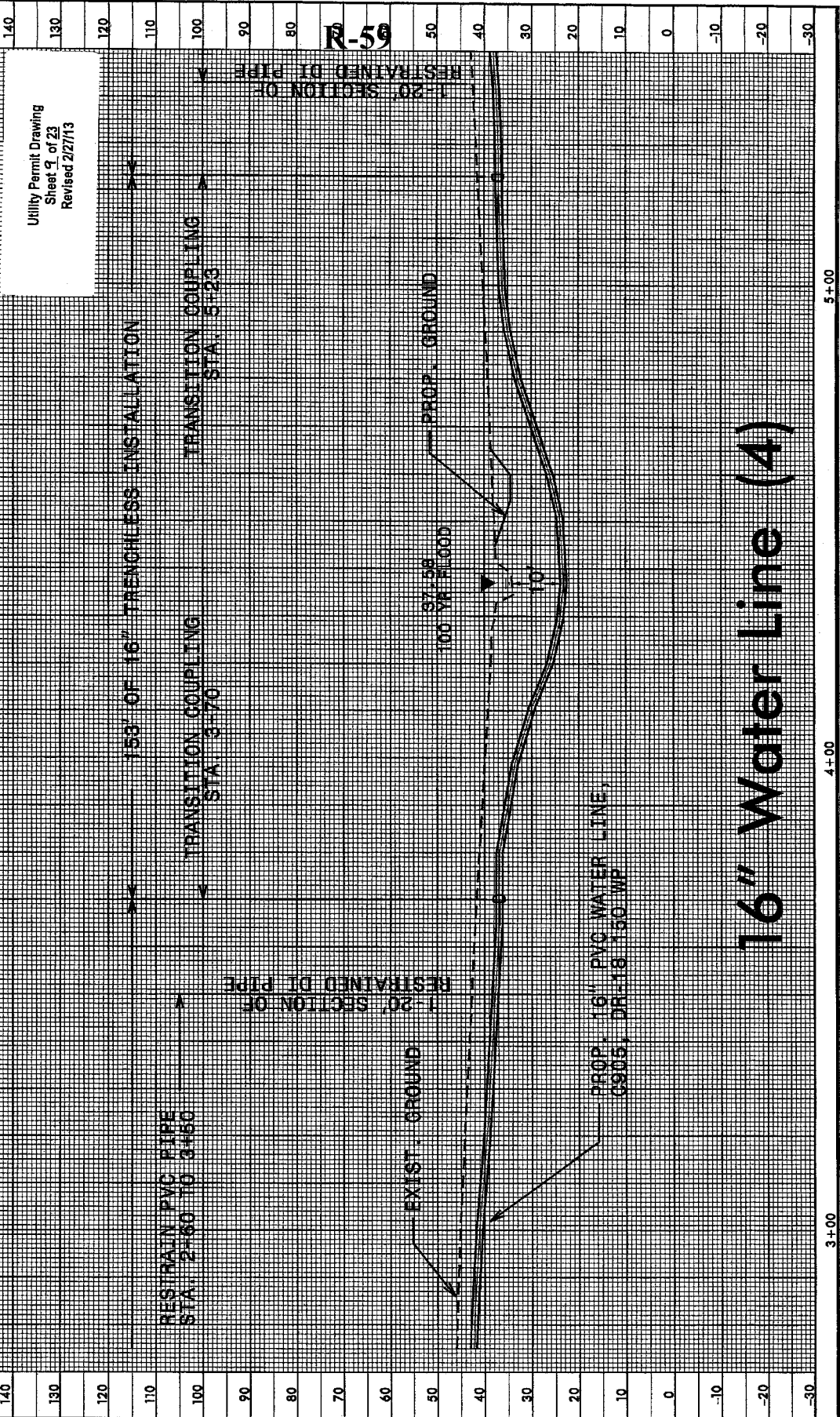
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DESIGNED BY	MEH
DRAWN BY	MEH
CHECKED BY	CDB
APPROVED BY	CDB
REVISED	
DESIGNED BY	MEH
DRAWN BY	MEH
CHECKED BY	CDB
APPROVED BY	CDB
DESIGNED BY	MEH
DRAWN BY	MEH
CHECKED BY	CDB
APPROVED BY	CDB



Utility Permit Drawing
Sheet 9 of 23
Revised 2/27/13

**PRELIMINARY PLANS
DO NOT USE FOR CONSTRUCTION**

UTILITY CONSTRUCTION PLANS ONLY



16" Water Line (4)

3+00 4+00 5+00

PROJECT REFERENCE NO.	R-3432
SHEET NO.	UC-12
DESIGNED BY	MEH
DRAWN BY	MEH
CHECKED BY	CDB
APPROVED BY	CDB
REVISION	
DATE	04/11/00
BY	MEH
FOR	TRANSPORTATION
PROJECT NO.	111101-0000
DATE	01/13/00-01/13/00
BY	MEH
FOR	TRANSPORTATION



**PRELIMINARY PLANS
DO NOT USE FOR CONSTRUCTION**

PROF. 1-16" 22 1/2" DI BEND
STA. 7+10, HORIZONTAL
END 16" WATER LINE STA. 7+36.05
CONNECT TO EXIST. WATER LINE
USING NECESSARY FITTINGS
SEE THRUST COLLAR DETAIL UC-3A

STA. 5+23 TO 7+36 OPEN CUT
PVC C905, DR-18 150 WP
RESTRAIN PVC PIPE
STA. 5+43 TO 7+36

EXIST. GROUND

PROF. 16" PVC WATER LINE
C905, DR-18 150 WP

1-20' SECTION OF RESTRAINED DI PIPE
CONNECTING TO EXIST. 16" WL

16" Water Line (4)

Utility Permit Drawing
Sheet UC of 23
Revised 2/27/13

UTILITY CONSTRUCTION
PLANS ONLY

R-66

6+00

7+00

PROJECT REFERENCE NO.	UC-14
DESIGNED BY	MEH
DRAWN BY	MEH
CHECKED BY	COB
APPROVED BY	COB
REVISED	
NORTH CAROLINA DEPARTMENT OF TRANSPORTATION DIVISION OF HIGHWAYS DIVISION OF UTILITY CONSTRUCTION PLANS ONLY DATE 10/15/07 PROJECT 101-100-0000	



**PRELIMINARY PLANS
DO NOT USE FOR CONSTRUCTION**

Utility Permit Drawing
Sheet 2 of 23
Revised 2/27/13

UTILITY CONSTRUCTION

RESTRAIN PVC PIPE
STA. 3+20 TO 6+00

EXIST. GROUND

PROP. GROUND

PROP. 12" PVC WATER LINE
CS900, DR-18, 150 WP

12" Water Line (5)

5+00

4+00

3+00

5/14/09

27-559-203 6-59
RIVERSIDE WATER LIAISON
27-559-203 6-59

8-00

112" Water Line (5)

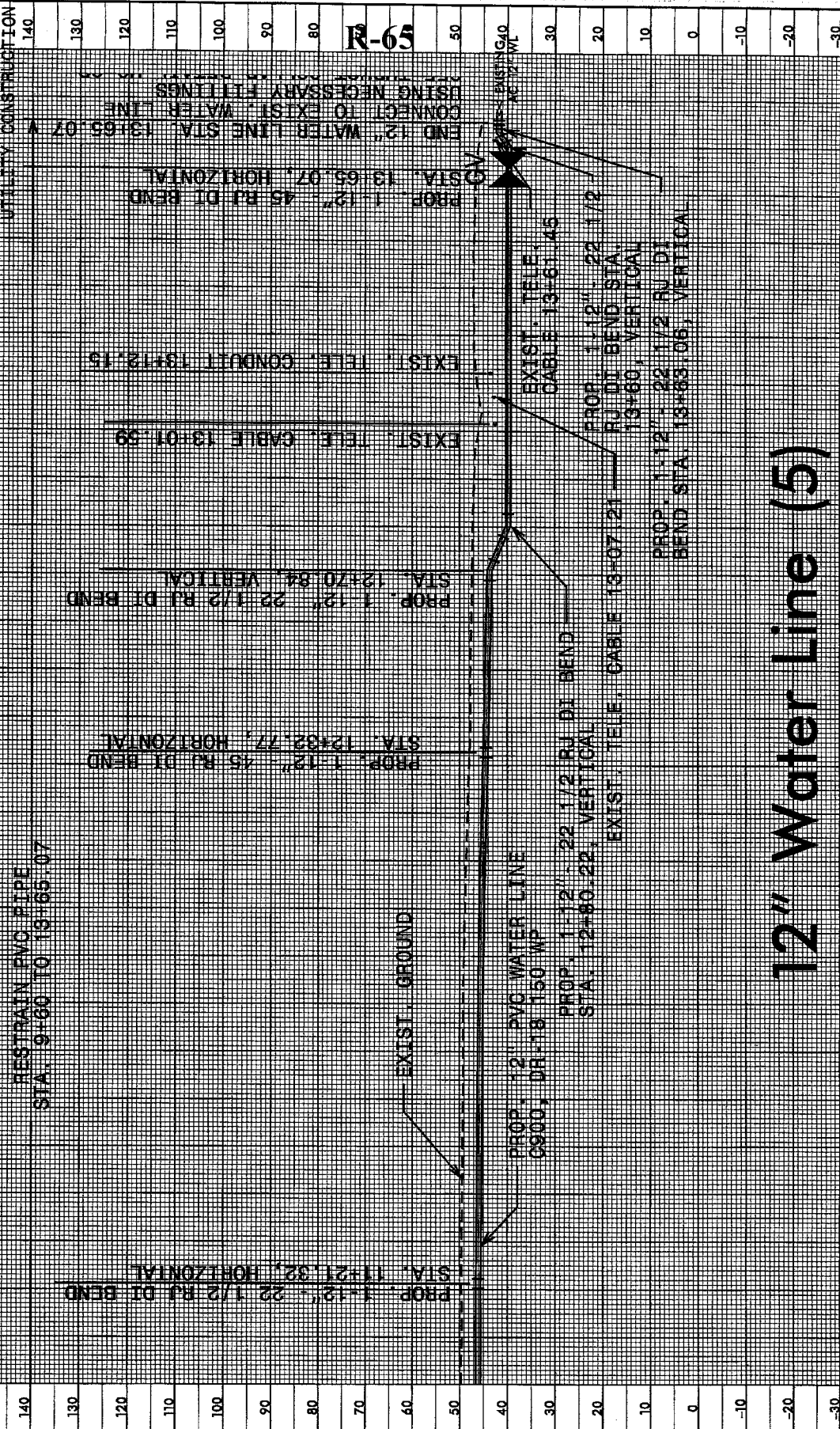
00+8

PROJECT REFERENCE NO. 8-3432
SHEET NO. UC-17

DESIGNED BY: AEB
CHECKED BY: CDB
APPROVED BY: CDB
REVIEWED BY: CDB
TRANSPORTATION DEPARTMENT
STATE OF TEXAS
UTILITY CONSTRUCTION
SCALE: 1"=10'-0"

Utility Permit Drawing
Sheet 15 of 23
Revised 2/27/13

**PRELIMINARY PLANS
DO NOT USE FOR CONSTRUCTION**



12" Water Line (5)

11+00 12+00 13+00

8-65

27-FR-203 0-00
R:\Projects\2013\13-000\13-000.dwg
5/14/13

STATE OF NORTH CAROLINA
DIVISION OF HIGHWAYS

**UBO NEU PERMIT PLANS
BRUNSWICK COUNTY**

**LOCATION: SR 1163 (OLD GEORGETOWN ROAD EXTENSION)
FROM SR 1184 (OCEAN ISLE BEACH ROAD) TO NC 179**

TYPE OF WORK: TELEPHONE OF CABLE LINES

T.I.P.NO.
R-3432

R-3432

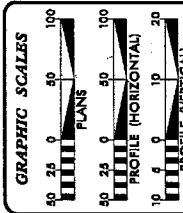
PRELIMINARY PLANS
DO NOT USE FOR CONSTRUCTION

Utility Permit Drawing
Sheet 16 of 23
Revised 2/27/13

STA 164+00.00 - END TYP PROTECT D-3112

R-66


INCOMPLETE PLANS
DO NOT USE FOR R/W ACQUISITION



SHEET NO.	INDEX OF SHEETS
UC-1	DESCRIPTION TITLE SHEET
UC-4 THRU UC-5	UTILITIES BY OTHERS SHEETS
UC-6 THRU UC-10	PROFILE SHEETS

WATER AND SEWER OWNERS ON PROJECT

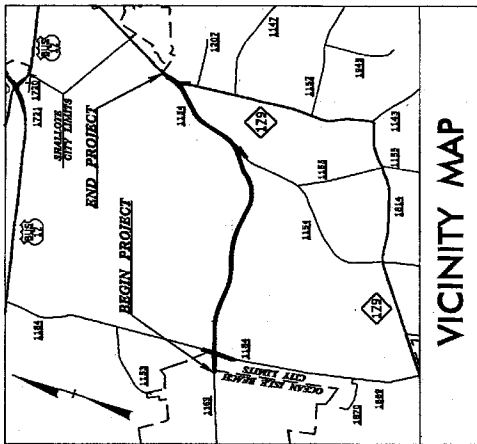
(1) ATLANTIC TELEPHONE MEMBERSHIP CORPORATION
(1) TIME WARNER CABLE



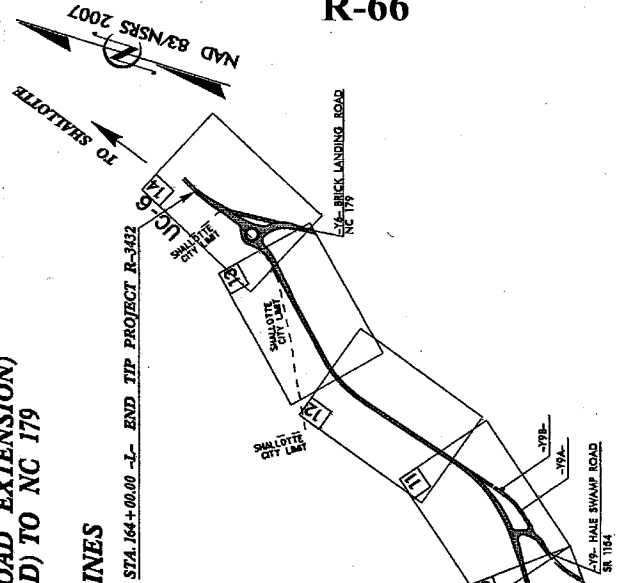
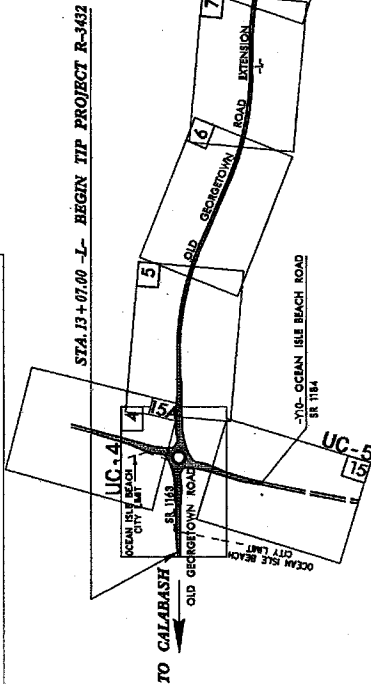
PREPARED IN THE OFFICE OF:
DIVISION OF HIGHWAYS
UTILITIES UNIT
UTILITIES ENGINEERING

LET MAIL SERVICES CENTER
BALDWIN RD. 2100-101
PRINC. ENG. DIV.
RALEIGH, NC 27601

Roger Worthington, P.E. UTILITIES SECTION ENGINEER
Cecely Bousquet, P.E. UTILITIES SQUAD LEADER PROJECT ENGINEER
Marino Nafes UTILITIES PROJECT DESIGNER



VICINITY MAP



THIS IS A PARTIAL CONTROLLED-ACCESS PROJECT WITH ACCESS BEING LIMITED TO POINTS AS SHOWN ON THE PLANS. A PORTION OF THIS PROJECT IS WITHIN THE MUNICIPAL BOUNDARIES OF OCEAN ISLE BEACH AND SHALLOTTE. CLEARING ON THIS PROJECT SHALL BE PERFORMED TO THE LIMITS ESTABLISHED BY METHOD III.

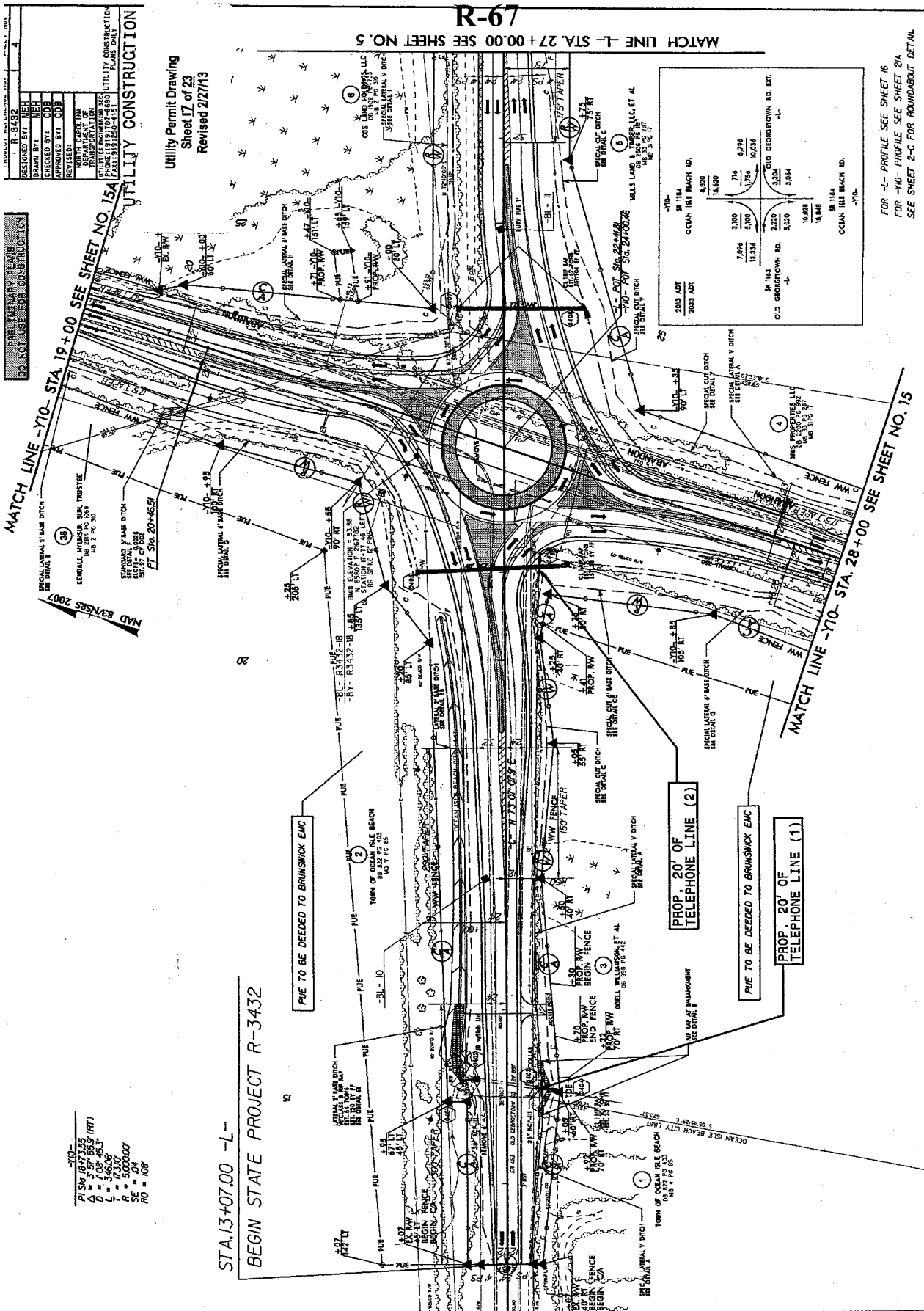
PRELIMINARY PLANS
DO NOT USE FOR CONSTRUCTION

Utility Permit Drawing
Sheet 17 of 23
Revised 2/27/13

STA. 13+07.00 -L-
BEGIN STATE PROJECT R-3432

R-67

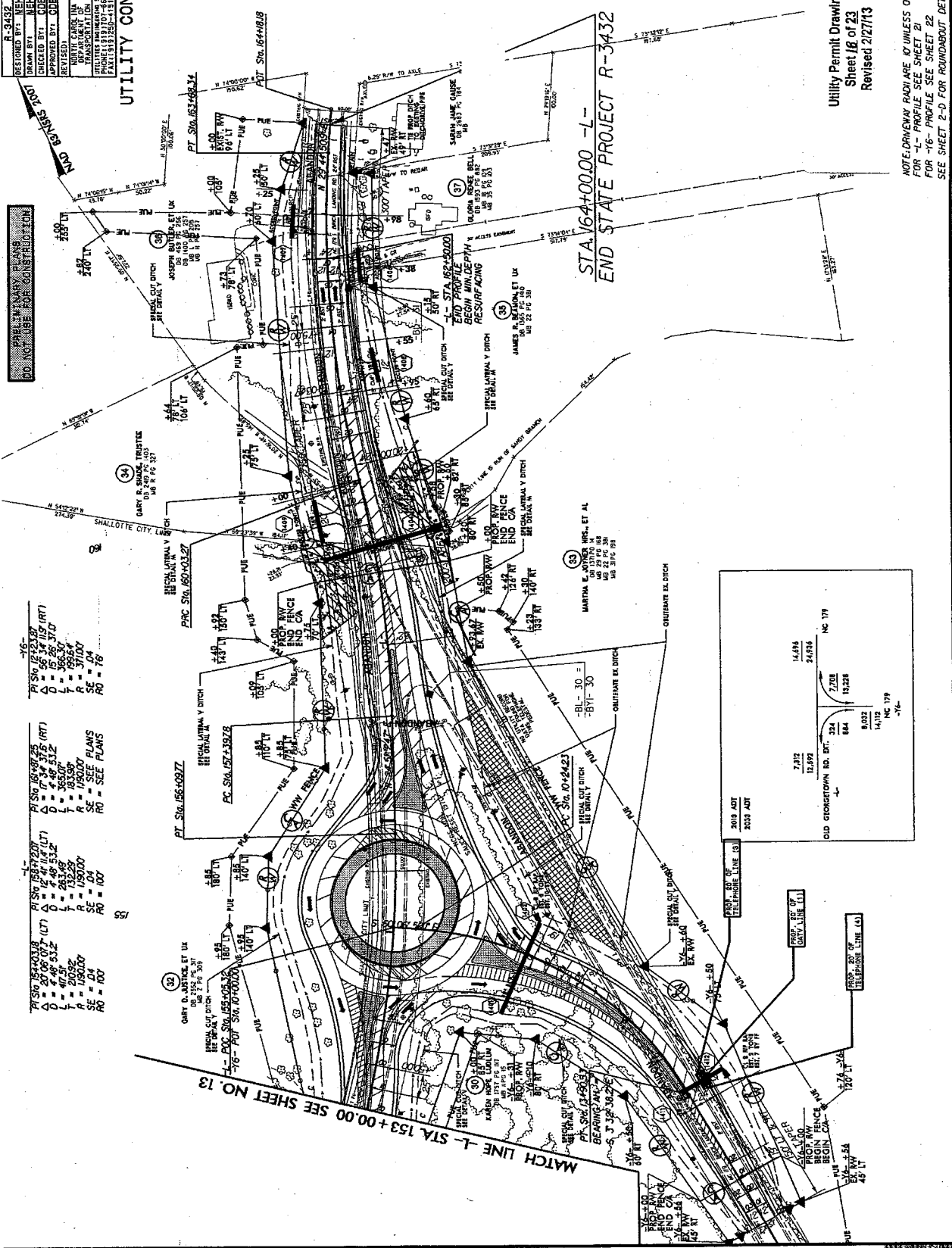
MATCH LINE 1- STA. 27+00.00 SEE SHEET NO. 5



FOR -L- PROFILE SEE SHEET 16
FOR -Y10- PROFILE SEE SHEET 21A
SEE SHEET 2-C FOR ROUNDOBT DETAIL

DESIGNED BY: MCH	REVISION: 1
DRAWN BY: MCH	REVISION: 2
CHECKED BY: MCH	REVISION: 3
APPROVED BY: MCH	REVISION: 4
DATE: 11/13/13	REVISION: 5
PROJECT: NORTH CAROLINA	REVISION: 6
UTILITY CONSTRUCTION	REVISION: 7
PLANS ONLY	REVISION: 8

UTILITY CONSTRUCTION



Utility Permit Drawing
Sheet 18 of 23
Revised 2/27/13

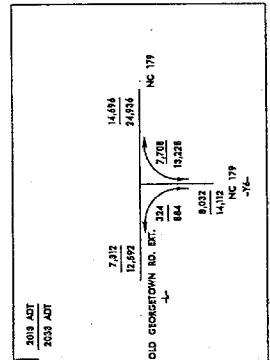
NOTE: DRIVEWAY RADII ARE 10' UNLESS OTHERWISE SHOWN.
FOR -L- PROFILE SEE SHEET 21
FOR -Y6- PROFILE SEE SHEET 22
SEE SHEET 2-D FOR ROUNDABOUT DETAIL

-Y6-

PT STA 12+22.39	PT STA 164+00.00
Δ = 17.48 (RT)	Δ = 17.48 (RT)
L = 366.30	L = 366.30
R = 1992.64	R = 1992.64
PC STA 12+22.39	PC STA 164+00.00
PT STA 12+22.39	PT STA 164+00.00
Δ = 17.48 (RT)	Δ = 17.48 (RT)
L = 366.30	L = 366.30
R = 1992.64	R = 1992.64
PC STA 12+22.39	PC STA 164+00.00
PT STA 12+22.39	PT STA 164+00.00

-L-

PT STA 12+22.39	PT STA 164+00.00
Δ = 17.48 (RT)	Δ = 17.48 (RT)
L = 366.30	L = 366.30
R = 1992.64	R = 1992.64
PC STA 12+22.39	PC STA 164+00.00
PT STA 12+22.39	PT STA 164+00.00
Δ = 17.48 (RT)	Δ = 17.48 (RT)
L = 366.30	L = 366.30
R = 1992.64	R = 1992.64
PC STA 12+22.39	PC STA 164+00.00
PT STA 12+22.39	PT STA 164+00.00



DESIGNED BY: JPH
K-343Z

DRAWN BY: MEH

CHECKED BY: CDB

APPROVED BY: CDB

REVISID:

NORTH CAROLINA
DEPARTMENT OF

DEPARTMENT OF
TRANSPORTATION

UTILITIES ENGINEERING SEC.
PHONE:(919)707-5690
FAX:(919)250-4151

TRY CONSTRUCTION!

PRELIMINARY PLANS
DO NOT USE FOR CONSTRUCTION

Utility Permit Drawing
Sheet 19 of 23
Revised 2/27/13

R-69

EXIST. LINE

STA. 0+00 TO 0+20 OPEN CUT

PROP. FOUND

EXT. - GROUND	>	1701- DRAINAGE STAG. 019.39
EXT. - GROUND	>	1701- DRAINAGE STAG. 019.39

POP. DRAINAGE STA. 0+9.39

2 3 4 5 6 7 8 9 10 11 12 13 14 15 16 17 18 19 20 21 22 23 24 25 26 27 28 29 30 31 32 33 34 35 36 37 38 39 40 41 42 43 44 45 46 47 48 49 50 51 52 53 54 55 56 57 58 59 60 61 62 63 64 65 66 67 68 69 70 71 72 73 74 75 76 77 78 79 80 81 82 83 84 85 86 87 88 89 90 91 92 93 94 95 96 97 98 99 100 101 102 103 104 105 106 107 108 109 110 111 112 113 114 115 116 117 118 119 120 121 122 123 124 125 126 127 128 129 130 131 132 133 134 135 136 137 138 139 140 141 142 143 144 145 146 147 148 149 150 151 152 153 154 155 156 157 158 159 160 161 162 163 164 165 166 167 168 169 170 171 172 173 174 175 176 177 178 179 180 181 182 183 184 185 186 187 188 189 190 191 192 193 194 195 196 197 198 199 200 201 202 203 204 205 206 207 208 209 210 211 212 213 214 215 216 217 218 219 220 221 222 223 224 225 226 227 228 229 230 231 232 233 234 235 236 237 238 239 240 241 242 243 244 245 246 247 248 249 250 251 252 253 254 255 256 257 258 259 260 261 262 263 264 265 266 267 268 269 270 271 272 273 274 275 276 277 278 279 280 281 282 283 284 285 286 287 288 289 290 291 292 293 294 295 296 297 298 299 300 301 302 303 304 305 306 307 308 309 310 311 312 313 314 315 316 317 318 319 320 321 322 323 324 325 326 327 328 329 330 331 332 333 334 335 336 337 338 339 340 341 342 343 344 345 346 347 348 349 350 351 352 353 354 355 356 357 358 359 360 361 362 363 364 365 366 367 368 369 370 371 372 373 374 375 376 377 378 379 380 381 382 383 384 385 386 387 388 389 390 391 392 393 394 395 396 397 398 399 400 401 402 403 404 405 406 407 408 409 410 411 412 413 414 415 416 417 418 419 420 421 422 423 424 425 426 427 428 429 430 431 432 433 434 435 436 437 438 439 440 441 442 443 444 445 446 447 448 449 450 451 452 453 454 455 456 457 458 459 460 461 462 463 464 465 466 467 468 469 470 471 472 473 474 475 476 477 478 479 480 481 482 483 484 485 486 487 488 489 490 491 492 493 494 495 496 497 498 499 500 501 502 503 504 505 506 507 508 509 510 511 512 513 514 515 516 517 518 519 520 521 522 523 524 525 526 527 528 529 530 531 532 533 534 535 536 537 538 539 540 541 542 543 544 545 546 547 548 549 550 551 552 553 554 555 556 557 558 559 560 561 562 563 564 565 566 567 568 569 570 571 572 573 574 575 576 577 578 579 580 581 582 583 584 585 586 587 588 589 590 591 592 593 594 595 596 597 598 599 600 601 602 603 604 605 606 607 608 609 610 611 612 613 614 615 616 617 618 619 620 621 622 623 624 625 626 627 628 629 630 631 632 633 634 635 636 637 638 639 640 641 642 643 644 645 646 647 648 649 650 651 652 653 654 655 656 657 658 659 660 661 662 663 664 665 666 667 668 669 670 671 672 673 674 675 676 677 678 679 680 681 682 683 684 685 686 687 688 689 690 691 692 693 694 695 696 697 698 699 700 701 702 703 704 705 706 707 708 709 710 711 712 713 714 715 716 717 718 719 720 721 722 723 724 725 726 727 728 729 730 731 732 733 734 735 736 737 738 739 740 741 742 743 744 745 746 747 748 749 750 751 752 753 754 755 756 757 758 759 760 761 762 763 764 765 766 767 768 769 770 771 772 773 774 775 776 777 778 779 780 781 782 783 784 785 786 787 788 789 790 791 792 793 794 795 796 797 798 799 800 801 802 803 804 805 806 807 808 809 810 811 812 813 814 815 816 817 818 819 820 821 822 823 824 825 826 827 828 829 830 831 832 833 834 835 836 837 838 839 840 841 842 843 844 845 846 847 848 849 850 851 852 853 854 855 856 857 858 859 860 861 862 863 864 865 866 867 868 869 870 871 872 873 874 875 876 877 878 879 880 881 882 883 884 885 886 887 888 889 890 891 892 893 894 895 896 897 898 899 900 901 902 903 904 905 906 907 908 909 910 911 912 913 914 915 916 917 918 919 920 921 922 923 924 925 926 927 928 929 930 931 932 933 934 935 936 937 938 939 940 941 942 943 944 945 946 947 948 949 950 951 952 953 954 955 956 957 958 959 960 961 962 963 964 965 966 967 968 969 970 971 972 973 974 975 976 977 978 979 980 981 982 983 984 985 986 987 988 989 990 991 992 993 994 995 996 997 998 999 1000 1001 1002 1003 1004 1005 1006 1007 1008 1009 1010 1011 1012 1013 1014 1015 1016 1017 1018 1019 1020 1021 1022 1023 1024 1025 1026 1027 1028 1029 1030 1031 1032 1033 1034 1035 1036 1037 1038 1039 1040 104

END TELEPHONE LINE

✓ PROB: TEL 232 03 1 175

800-368-7272

Telephone Line (1)

0+20

30

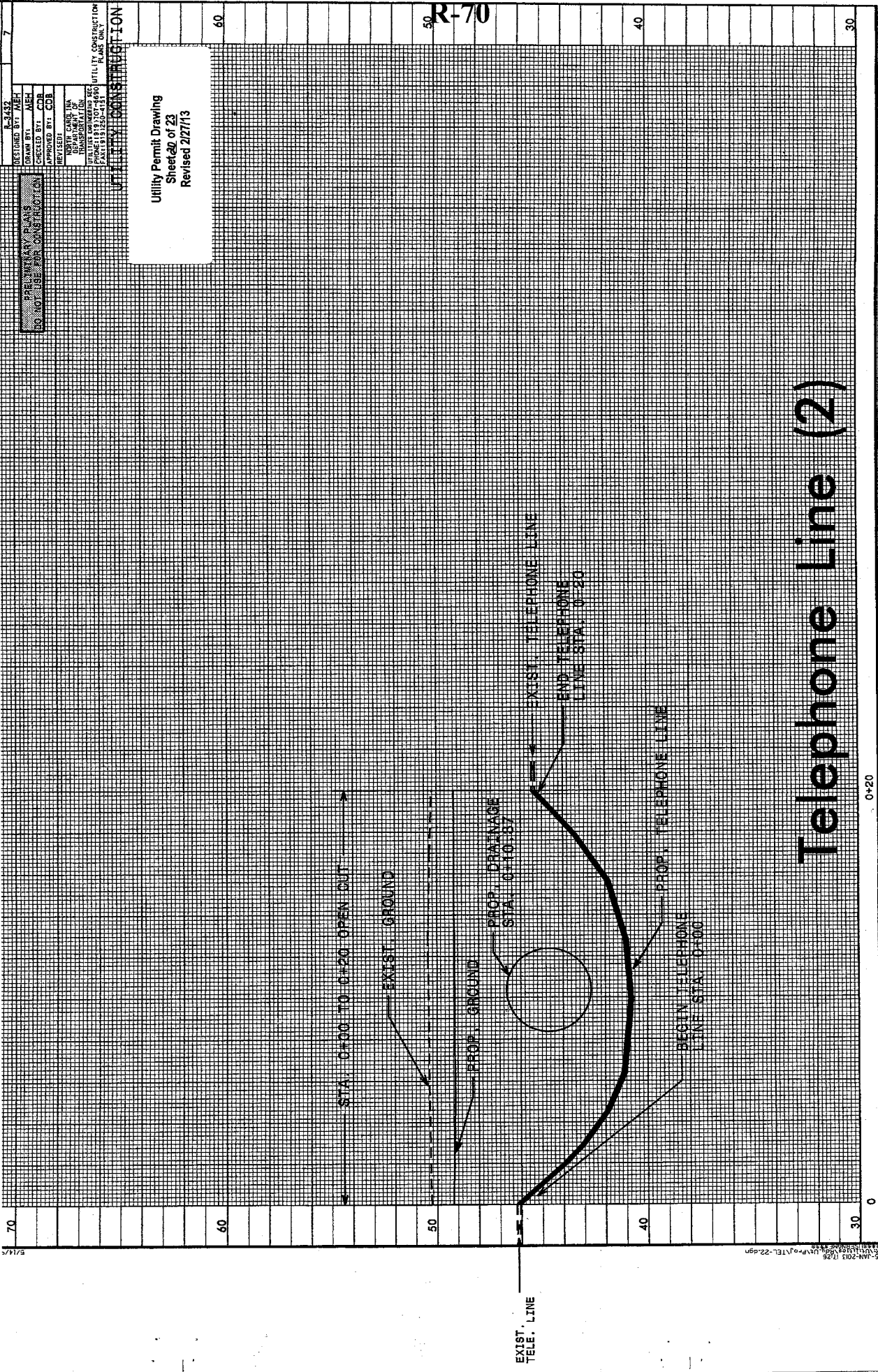
40

59

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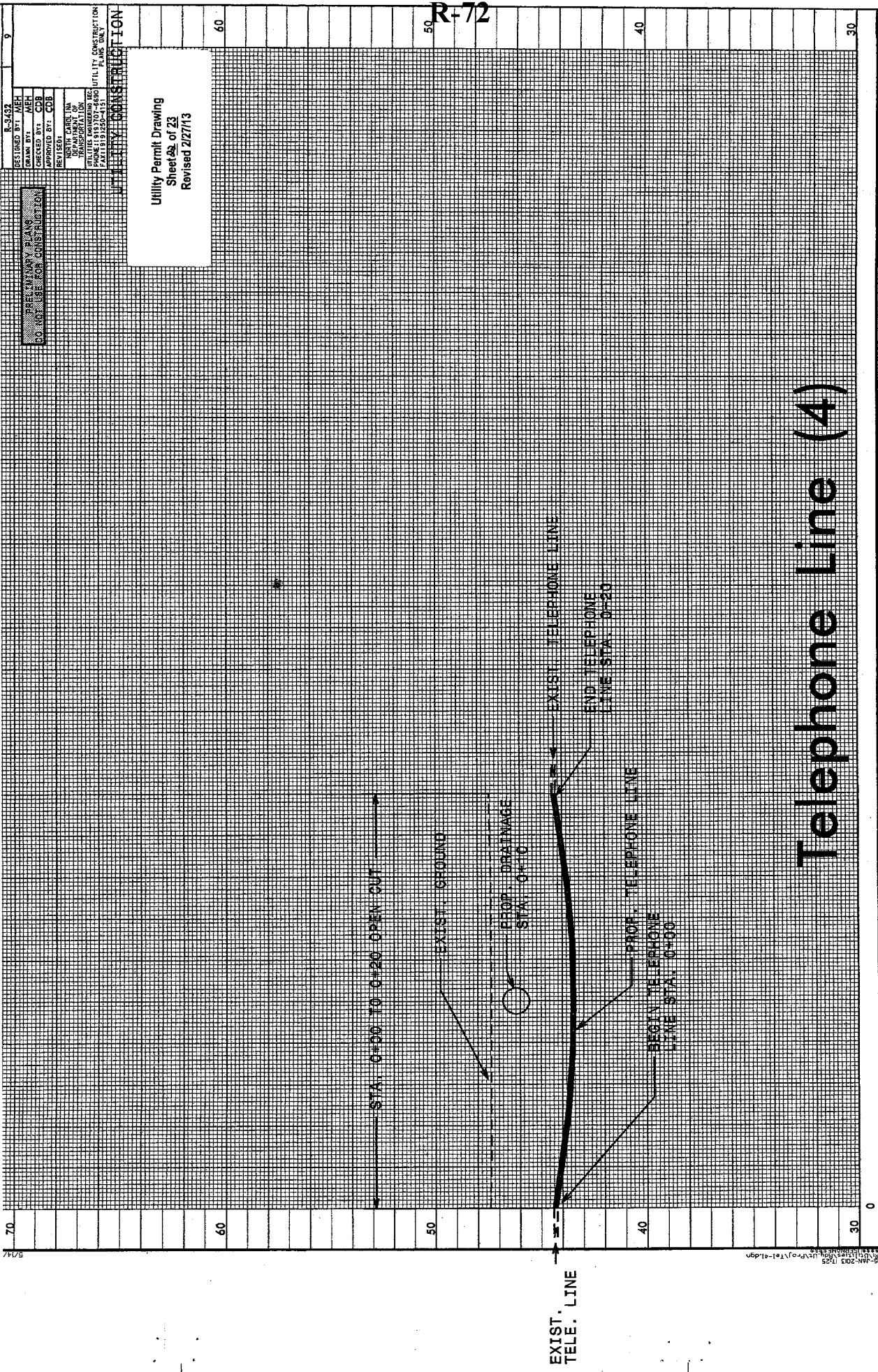
Telephone Line (2)

DESIGNED BY: MCH
DRAWN BY: MCH
CHECKED BY: CDB
REVIEWED BY: CDB
NORTH CAROLINA
DEPARTMENT OF
TRANSPORTATION
UTILITY CONSTRUCTION
SECTION
UTILITY CONSTRUCTION
SECTION

Utility Permit Drawing
Sheet 20 of 23
Revised 2/27/13

R-70

15-MAR-2013 17:26
R:\UTILITY\2013\2013-22.dgn



DESIGNED BY: MEH
CHECKED BY: MEH
REVIEWED BY: CDB
NORTH CAROLINA
DEPARTMENT OF
TRANSPORTATION
UTILITY CONSTRUCTION
PLANS DIVISION

UTILITY CONSTRUCTION

Utility Permit Drawing
Sheet 22 of 23
Revised 2/27/13

Telephone Line (4)

R-72

PROJECT REFERENCE NO. 10

5/14/75

DESIGNED BY: MEH
DRAWN BY: MEH
CHECKED BY: CDB
APPROVED BY: CDB
REVISED:
BY: CDB
DATE: 10/1/73
FOR: DEPARTMENT OF
TRANSPORTATION
PHONE: (813) 707-6680
FAX: (813) 755-4151
UTILITY CONSTRUCTION
PLAN ONLY

PRELIMINARY PLANS
DO NOT USE FOR CONSTRUCTION

UTILITY CONSTRUCTION

Utility Permit Drawing
Sheet 22 of 23
Revised 2/27/13

R-73

EXIST.
TV. CABLE

STA. 0+00 TO 0+20 OPEN CUT

EXIST. GROUND

PROP. DRAINAGE
STA. 0+10

EXIST. TELEVISION LINE

END TELEVISION
CABLE STA. 0+20

PROP. TELEVISION CABLE

BEGIN TELEPHONE
CABLE STA. 0+00

Television Cable (1)

0+20

30

40

50

60

70

STANDARD SPECIAL PROVISION
AVAILABILITY OF FUNDS – TERMINATION OF CONTRACTS

(5-20-08)

Z-2

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

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

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

STANDARD SPECIAL PROVISION
NCDOT GENERAL SEED SPECIFICATION FOR SEED QUALITY

(5-17-11)

Z-3

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

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

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

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

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

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

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

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

FURTHER SPECIFICATIONS FOR EACH SEED GROUP ARE GIVEN BELOW:

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

Sericea Lespedeza
Oats (seeds)

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

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

Bermudagrass
Browntop Millet
German Millet – Strain R
Clover – Red/White/Crimson

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

STANDARD SPECIAL PROVISION**ERRATA**

(1-17-12) (Rev. 10-15-13)

Z-4

Revise the *2012 Standard Specifications* as follows:

Division 2

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

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

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

Division 4

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

Division 6

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

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

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

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

Division 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 10-74, Table 1056-1 Geotextile Requirements, replace “50%” for the UV Stability (Retained Strength) of Type 5 geotextiles with “70%”.

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”.

STANDARD SPECIAL PROVISION**PLANT AND PEST QUARANTINES****(Imported Fire Ant, Gypsy Moth, Witchweed, And Other Noxious Weeds)**

(3-18-03) (Rev. 10-15-13)

Z-04a

Within Quarantined Area

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

Originating in a Quarantined County

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

Contact

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

Regulated Articles Include

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

STANDARD SPECIAL PROVISION**MINIMUM WAGES**

(7-21-09)

Z-5

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

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

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

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

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

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

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

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

(10-16-07) (Rev. 5-21-13)

Z-10

Description

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

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

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

Minorities and Women

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

Assigning Training Goals

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

Training Classifications

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

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

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

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

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

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

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

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

Records and Reports

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

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

Trainee Interviews

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

Trainee Wages

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

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

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

Achieving or Failing to Meet Training Goals

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

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

Measurement and Payment

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

County : Brunswick

Line #	Item Number	Sec #	Description	Quantity	Unit Cost	Amount
ROADWAY ITEMS						
0001	0000100000-N	800	MOBILIZATION	Lump Sum	L.S.	
0002	0000400000-N	801	CONSTRUCTION SURVEYING	Lump Sum	L.S.	
0003	0015000000-N	205	SEALING ABANDONED WELLS	3 EA		
0004	0050000000-E	226	SUPPLEMENTARY CLEARING & GRUB-BING	3 ACR		
0005	0036000000-E	225	UNDERCUT EXCAVATION	3,950 CY		
0006	0063000000-N	SP	GRADING	Lump Sum	L.S.	
0007	0134000000-E	240	DRAINAGE DITCH EXCAVATION	12,519 CY		
0008	0192000000-N	260	PROOF ROLLING	12 HR		
0009	0195000000-E	265	SELECT GRANULAR MATERIAL	3,000 CY		
0010	0196000000-E	270	GEOTEXTILE FOR SOIL STABILIZA-TION	3,000 SY		
0011	0220000000-E	SP	ROCK EMBANKMENTS	70 TON		
0012	0222000000-E	SP	GEOTEXTILE FOR ROCK EMBANK-MENTS	30 SY		
0013	0318000000-E	300	FOUNDATION CONDITIONING MATE-RIAL, MINOR STRUCTURES	350 TON		
0014	0320000000-E	300	FOUNDATION CONDITIONING GEO-TEXTILE	1,100 SY		
0015	0335200000-E	305	15" DRAINAGE PIPE	394 LF		
0016	0335300000-E	305	18" DRAINAGE PIPE	484 LF		
0017	0372000000-E	310	18" RC PIPE CULVERTS, CLASS III	92 LF		
0018	0378000000-E	310	24" RC PIPE CULVERTS, CLASS III	44 LF		
0019	0384000000-E	310	30" RC PIPE CULVERTS, CLASS III	552 LF		

County : Brunswick

Line #	Item Number	Sec #	Description	Quantity	Unit Cost	Amount
0020	0390000000-E	310	36" RC PIPE CULVERTS, CLASS III	32 LF		
0021	0402000000-E	310	48" RC PIPE CULVERTS, CLASS III	164 LF		
0022	0546000000-E	310	*** CAA PIPE CULVERTS, ***** THICK (72", 0.135")	148 LF		
0023	0546000000-E	310	*** CAA PIPE CULVERTS, ***** THICK (84", 0.135")	720 LF		
0024	0546000000-E	310	*** CAA PIPE CULVERTS, ***** THICK (96", 0.135")	132 LF		
0025	0987000000-E	310	GENERIC PIPE ITEM 15" RCP CLASS V	92 LF		
0026	0987000000-E	310	GENERIC PIPE ITEM 18" RCP CLASS V	112 LF		
0027	0987000000-E	310	GENERIC PIPE ITEM 30" RCP CLASS V	124 LF		
0028	0987000000-E	310	GENERIC PIPE ITEM 54" RCP CLASS V	116 LF		
0029	0987000000-E	310	GENERIC PIPE ITEM 72" RCP CLASS V	108 LF		
0030	0995000000-E	340	PIPE REMOVAL	641 LF		
0031	0996000000-N	350	PIPE CLEAN-OUT	3 EA		
0032	1077000000-E	SP	#57 STONE	85 TON		
0033	1099500000-E	505	SHALLOW UNDERCUT	500 CY		
0034	1099700000-E	505	CLASS IV SUBGRADE STABILIZATION	950 TON		
0035	1111000000-E	SP	CLASS IV AGGREGATE STABILIZATION	5,000 TON		
0036	1220000000-E	545	INCIDENTAL STONE BASE	500 TON		

County : Brunswick

Line #	Item Number	Sec #	Description	Quantity	Unit Cost	Amount
0037	1330000000-E	607	INCIDENTAL MILLING	475 SY		
0038	1519000000-E	610	ASPHALT CONC SURFACE COURSE, TYPE S9.5B	22,150 TON		
0039	1693000000-E	654	ASPHALT PLANT MIX, PAVEMENT REPAIR	500 TON		
0040	1880000000-E	SP	GENERIC PAVING ITEM PATCHING EXISTING PAVEMENT (MILL)	250 TON		
0041	2020000000-N	806	CONTROL OF ACCESS MARKERS	14 EA		
0042	2022000000-E	815	SUBDRAIN EXCAVATION	560 CY		
0043	2033000000-E	815	SUBDRAIN FINE AGGREGATE	420 CY		
0044	2044000000-E	815	6" PERFORATED SUBDRAIN PIPE	2,500 LF		
0045	2070000000-N	815	SUBDRAIN PIPE OUTLET	5 EA		
0046	2077000000-E	815	6" OUTLET PIPE	30 LF		
0047	2209000000-E	838	ENDWALLS	9.4 CY		
0048	2220000000-E	838	REINFORCED ENDWALLS	53 CY		
0049	2253000000-E	840	PIPE COLLARS	0.764 CY		
0050	2264000000-E	840	PIPE PLUGS	2 CY		
0051	2286000000-N	840	MASONRY DRAINAGE STRUCTURES	6 EA		
0052	2366000000-N	840	FRAME WITH TWO GRATES, STD 840.24	2 EA		
0053	2367000000-N	840	FRAME WITH TWO GRATES, STD 840.29	2 EA		
0054	2396000000-N	840	FRAME WITH COVER, STD 840.54	1 EA		
0055	2535000000-E	846	***X *** CONCRETE CURB (8" X 18")	690 LF		

Line #	Item Number	Sec #	Description	Quantity	Unit Cost	Amount
0056	2542000000-E	846	1'-6" CONCRETE CURB & GUTTER	900 LF		
0057	2655000000-E	852	5" MONOLITHIC CONCRETE ISLANDS (KEYED IN)	2,040 SY		
0058	2738000000-E	SP	GENERIC PAVING ITEM 7" CONCRETE TRUCK APRON	1,330 SY		
0059	2830000000-N	858	ADJUSTMENT OF MANHOLES	1 EA		
0060	2845000000-N	858	ADJUSTMENT OF METER BOXES OR VALVE BOXES	3 EA		
0061	3030000000-E	862	STEEL BM GUARDRAIL	1,787.5 LF		
0062	3105000000-N	862	STEEL BM GUARDRAIL TERMINAL SECTIONS	2 EA		
0063	3150000000-N	862	ADDITIONAL GUARDRAIL POSTS	5 EA		
0064	3270000000-N	SP	GUARDRAIL ANCHOR UNITS, TYPE 350	7 EA		
0065	3285000000-N	SP	GUARDRAIL ANCHOR UNITS, TYPE M-350	1 EA		
0066	3503000000-E	866	WOVEN WIRE FENCE, 47" FABRIC	28,820 LF		
0067	3509000000-E	866	4" TIMBER FENCE POSTS, 7'-6" LONG	1,750 EA		
0068	3515000000-E	866	5" TIMBER FENCE POSTS, 8'-0" LONG	570 EA		
0069	3628000000-E	876	RIP RAP, CLASS I	400 TON		
0070	3642000000-E	876	RIP RAP, CLASS A	30 TON		
0071	3649000000-E	876	RIP RAP, CLASS B	295 TON		
0072	3651000000-E	SP	BOULDERS	15 TON		
0073	3656000000-E	876	GEOTEXTILE FOR DRAINAGE	6,880 SY		
0074	4072000000-E	903	SUPPORTS, 3-LB STEEL U-CHANNEL	1,215 LF		

Line #	Item Number	Sec #	Description	Quantity	Unit Cost	Amount
0075	4096000000-N	904	SIGN ERECTION, TYPE D	9 EA		
0076	4102000000-N	904	SIGN ERECTION, TYPE E	67 EA		
0077	4108000000-N	904	SIGN ERECTION, TYPE F	6 EA		
0078	4116100000-N	904	SIGN ERECTION, RELOCATE, TYPE **** (GROUND MOUNTED) (E)	1 EA		
0079	4155000000-N	907	DISPOSAL OF SIGN SYSTEM, U- CHANNEL	9 EA		
0080	4400000000-E	1110	WORK ZONE SIGNS (STATIONARY)	1,973 SF		
0081	4405000000-E	1110	WORK ZONE SIGNS (PORTABLE)	352 SF		
0082	4410000000-E	1110	WORK ZONE SIGNS (BARRICADE MOUNTED)	510 SF		
0083	4420000000-N	1120	PORTABLE CHANGEABLE MESSAGE SIGN	3 EA		
0084	4430000000-N	1130	DRUMS	200 EA		
0085	4435000000-N	1135	CONES	50 EA		
0086	4445000000-E	1145	BARRICADES (TYPE III)	296 LF		
0087	4450000000-N	1150	FLAGGER	3,480 HR		
0088	4510000000-N	SP	LAW ENFORCEMENT	80 HR		
0089	4516000000-N	1180	SKINNY DRUM	121 EA		
0090	4650000000-N	1251	TEMPORARY RAISED PAVEMENT MARKERS	441 EA		
0091	4685000000-E	1205	THERMOPLASTIC PAVEMENT MARKING LINES (4", 90 MILS)	40,240 LF		
0092	4686000000-E	1205	THERMOPLASTIC PAVEMENT MARKING LINES (4", 120 MILS)	40,264 LF		

County : Brunswick

Line #	Item Number	Sec #	Description	Quantity	Unit Cost	Amount
0093	4695000000-E	1205	THERMOPLASTIC PAVEMENT MARKING LINES (8", 90 MILS)	5,468 LF		
0094	4702000000-E	1205	THERMOPLASTIC PAVEMENT MARKING LINES (12", 120 MILS)	126 LF		
0095	4710000000-E	1205	THERMOPLASTIC PAVEMENT MARKING LINES (24", 120 MILS)	48 LF		
0096	4725000000-E	1205	THERMOPLASTIC PAVEMENT MARKING SYMBOL (90 MILS)	65 EA		
0097	4810000000-E	1205	PAINT PAVEMENT MARKING LINES (4")	173,929 LF		
0098	4820000000-E	1205	PAINT PAVEMENT MARKING LINES (8")	6,567 LF		
0099	4825000000-E	1205	PAINT PAVEMENT MARKING LINES (12")	245 LF		
0100	4835000000-E	1205	PAINT PAVEMENT MARKING LINES (24")	212 LF		
0101	4840000000-N	1205	PAINT PAVEMENT MARKING CHARACTER	60 EA		
0102	4845000000-N	1205	PAINT PAVEMENT MARKING SYMBOL	118 EA		
0103	4870000000-E	1205	REMOVAL OF PAVEMENT MARKING LINES (24")	20 LF		
0104	4900000000-N	1251	PERMANENT RAISED PAVEMENT MARKERS	989 EA		
0105	4915000000-E	1264	7' U-CHANNEL POSTS	3 EA		
0106	4955000000-N	1264	OBJECT MARKERS (END OF ROAD)	3 EA		
0107	5326200000-E	1510	12" WATER LINE	1,557 LF		
0108	5326600000-E	1510	16" WATER LINE	972 LF		
0109	5558000000-E	1515	12" VALVE	3 EA		
0110	5558600000-E	1515	16" VALVE	1 EA		

Line #	Item Number	Sec #	Description	Quantity	Unit Cost	Amount
0111	5648000000-N	1515	RELOCATE WATER METER	1 EA		
0112	5649000000-N	1515	RECONNECT WATER METER	1 EA		
0113	5672000000-N	1515	RELOCATE FIRE HYDRANT	2 EA		
0114	5804000000-E	1530	ABANDON 12" UTILITY PIPE	1,436 LF		
0115	5810000000-E	1530	ABANDON 16" UTILITY PIPE	958 LF		
0116	5871900000-E	1550	TRENCHLESS INSTALLATION OF 16" IN SOIL	107 LF		
0117	5871910000-E	1550	TRENCHLESS INSTALLATION OF 16" NOT IN SOIL	46 LF		
0118	6000000000-E	1605	TEMPORARY SILT FENCE	12,000 LF		
0119	6006000000-E	1610	STONE FOR EROSION CONTROL, CLASS A	1,000 TON		
0120	6009000000-E	1610	STONE FOR EROSION CONTROL, CLASS B	2,000 TON		
0121	6012000000-E	1610	SEDIMENT CONTROL STONE	1,000 TON		
0122	6015000000-E	1615	TEMPORARY MULCHING	75 ACR		
0123	6018000000-E	1620	SEED FOR TEMPORARY SEEDING	2,350 LB		
0124	6021000000-E	1620	FERTILIZER FOR TEMPORARY SEED- ING	10.25 TON		
0125	6024000000-E	1622	TEMPORARY SLOPE DRAINS	2,000 LF		
0126	6029000000-E	SP	SAFETY FENCE	2,100 LF		
0127	6030000000-E	1630	SILT EXCAVATION	10,000 CY		
0128	6036000000-E	1631	MATting FOR EROSION CONTROL	21,000 SY		
0129	6037000000-E	SP	COIR FIBER MAT	800 SY		

County : Brunswick

Line #	Item Number	Sec #	Description	Quantity	Unit Cost	Amount
0130	6038000000-E	SP	PERMANENT SOIL REINFORCEMENT MAT	1,000 SY		
0131	6042000000-E	1632	1/4" HARDWARE CLOTH	750 LF		
0132	6043000000-E	SP	LOW PERMEABILITY GEOTEXTILE	800 SY		
0133	6045000000-E	SP	*** TEMPORARY PIPE (24")	125 LF		
0134	6046000000-E	1636	TEMPORARY PIPE FOR STREAM CROSSING	60 LF		
0135	6070000000-N	1639	SPECIAL STILLING BASINS	16 EA		
0136	6071012000-E	SP	COIR FIBER WATTLE	450 LF		
0137	6071020000-E	SP	POLYACRYLAMIDE (PAM)	525 LB		
0138	6071030000-E	1640	COIR FIBER BAFFLE	3,000 LF		
0139	6071050000-E	SP	*** SKIMMER (1-1/2")	18 EA		
0140	6071050000-E	SP	*** SKIMMER (2")	1 EA		
0141	6084000000-E	1660	SEEDING & MULCHING	70 ACR		
0142	6087000000-E	1660	MOWING	50 ACR		
0143	6090000000-E	1661	SEED FOR REPAIR SEEDING	900 LB		
0144	6093000000-E	1661	FERTILIZER FOR REPAIR SEEDING	3 TON		
0145	6096000000-E	1662	SEED FOR SUPPLEMENTAL SEEDING	1,725 LB		
0146	6108000000-E	1665	FERTILIZER TOPDRESSING	50 TON		
0147	6111000000-E	SP	IMPERVIOUS DIKE	775 LF		
0148	6114500000-N	1667	SPECIALIZED HAND MOWING	10 MHR		

County : Brunswick

Line #	Item Number	Sec #	Description	Quantity	Unit Cost	Amount
0149	6117000000-N	SP	RESPONSE FOR EROSION CONTROL	100 EA		
0150	6123000000-E	1670	REFORESTATION	12 ACR		
0151	6126000000-E	SP	STREAMBANK REFORESTATION	0.14 ACR		
0152	6132000000-N	SP	GENERIC EROSION CONTROL ITEM LOG	6 EA		
0153	6135000000-E	SP	GENERIC EROSION CONTROL ITEM COMPOST BLANKET	10 ACR		

***** BEGIN SCHEDULE AA *****
 ***** (2 ALTERNATES) *****

0154 AA1	0106000000-E	230	BORROW EXCAVATION	205,600 CY		
0155 AA1	1121000000-E	520	AGGREGATE BASE COURSE	20,225 TON		
0156 AA1	1275000000-E	600	PRIME COAT	14,535.5 GAL		
0157 AA1	1489000000-E	610	ASPHALT CONC BASE COURSE, TYPE B25.0B	6,900 TON		
0158 AA1	1498000000-E	610	ASPHALT CONC INTERMEDIATE COURSE, TYPE I19.0B	5,730 TON		
0159 AA1	1575000000-E	620	ASPHALT BINDER FOR PLANT MIX	1,910 TON		

*** OR ***

0160 AA2	0106000000-E	230	BORROW EXCAVATION	221,900 CY		
0161 AA2	1121000000-E	520	AGGREGATE BASE COURSE	1,025 TON		
0162 AA2	1489000000-E	610	ASPHALT CONC BASE COURSE, TYPE B25.0B	18,430 TON		
0163 AA2	1575000000-E	620	ASPHALT BINDER FOR PLANT MIX	2,140 TON		

***** END SCHEDULE AA *****

Vendor 1 of 4: A. O. HARDEE & SON, INC. (3756)
Call Order 001 (Proposal: C203163)

Bid Information

County: BRUNSWICK

Address: 55 Park Street Extension
Little River , South Carolina , 29566

Signature Check: Benjy_Allen_Hardee_3756

Time Bid Received: December 17, 2013 01:52 PM

Amendment Count: 1

Bid Checksum: 9781F20C

Bid Total: \$8,924,649.38 ✓

Items Total: \$8,924,649.38

Time Total: \$0.00

Bidding Errors:

Item Warning : item 0000100000-N (Line# 0001) quantity

MBE Goal Set 5.0

MBE Goal Met 5.0

WBE Goal Set 7.0

WBE Goal Met 7.0

Vendor 1 of 4: A. O. HARDEE & SON, INC. (3756)
Call Order 001 (Proposal: C203163)

Bid Bond Information

Projects:

Counties:

Bond ID: SNC13757817

Paid by Check: No

Bond Percent: 5%

Bond Maximum:

State of Incorporation:

Agency Execution Date: 12/10/2013 2

Surety Name: surety2000

Bond Agency Name: Western Surety Company

Vendor 3756's Bid Information for Call 001, Letting L131217, 12/17/13

A.O. Hardee & Son, Inc. (3756)
Call Order 001 (Proposal ID C203163)

LIST OF MBE PARTICIPANTS

VENDOR NUMBER	DBE NAME ADDRESS	WORK CODE TYPE OF WORK	CERT TYPE AMOUNT
2676 MB	PAUL D. WILLIAMS DBA PAUL D. WI POST OFFICE BOX 1385 , DUNN, NC 28335		Sub 263,315.00 Committed
8139 MB	SIMMONS PUBLIC UTILITY SITE WO 6545 DOTHAN ROAD , TABOR CITY, NC 28463		Sub 426,459.60 Committed
TOTAL:			\$689,774.60 7.73%

Vendor 3756's Bid Information for Call 001, Letting L131217, 12/17/13

A.O. Hardee & Son, Inc. (3756)
Call Order 001 (Proposal ID C203163)

LIST OF WBE PARTICIPANTS

VENDOR NUMBER	DBE NAME ADDRESS	WORK CODE TYPE OF WORK	CERT TYPE AMOUNT
4247 WB	SEAL BROTHERS CONTRACTING LLC 131 W. CLEVE STREET , MOUNT AIRY, NC 27030		Sub 112,923.00 Committed
12278 WB	CLIFTON CONSTRUCTION CO., INC. 1435 GIDDENVILLE ROAD , FAISON, NC 28341		Sub 60,950.00 Committed
5659 WB	SOUTHERN CONCRETE & CONSTRUCTIO P.O. BOX 1673 , ANDERSON, SC 29622		Sub 292,780.00 Committed
12802 WB	NICKELSTON INDUSTRIES, INC. POST OFFICE BOX 133 , LAWSONVILLE, NC 27022		Sub 43,325.00 Committed
5678 WB	BEAR & CO. SIGNS & LIGHTING, IN 2201 WEST LEE STREET , GREENSBORO, NC 27403		Sub 11,123.07 Committed
8187 WB	CAROLINA PAVEMENT MARKINGS, INC P.O. BOX 68 , CONWAY, SC 29528		Sub 92,827.34 Committed
7999 WB	HERITAGE HAULING INC 1559 BETSY LANE , GALIVANTS FERRY, SC 29544		Sub 32,000.00 Committed
TOTAL:			\$645,928.41 7.24%

Vendor 3756's Bid Information for Call 001, Letting L131217, 12/17/13

A.O. Hardee & Son, Inc. (3756)
Call Order 001 (Proposal ID C203163)

Miscellaneous Data Info - Contractor Responses:
=====

NON-COLLUSION AND DEBARMENT CERTIFICATION

Explanation of the prospective bidder that is unable to certify to any of the statements in this certification:

Explanation:
NOT ANSWERED
NOT ANSWERED

NOT ANSWERED
NOT ANSWERED

AWARD LIMITS ON MULTIPLE PROJECTS

By answering YES to this statement, the bidder acknowledges that they are using the award limits on multiple projects. No

It is the desire of the Bidder to be awarded contracts, the value of which will not exceed a total of NOT ANSWERED for those projects indicated herein, for which bids will be opened on (MM/DD/YY)

The Award Limits shall apply to the following projects:

Contract Number	County
NOT ANSWERED	
NOT ANSWERED	
NOT ANSWERED	
NOT ANSWERED	
NOT ANSWERED	
NOT ANSWERED	

Bid Bond Data Info - Contractor Responses:

=====

BondID: SNC13757817
Surety Registry Agency: surety2000
Verified?: Yes
Surety Agency: Western Surety Company
Bond Execution Date: 12/10/2013 2
Bond Amount: \$446,232.47 (Five Percent of Bid)

Contract ID: C203163 Project(s): STATE FUNDED
Letting Date: 12-17-13 Call Order: 001
Bidder: 3756 - A.O. Hardee & Son, Inc.

Line No.	Item Description	Approx. Quantity and Units	Unit Price Dollars Cts	Bid Amount Dollars Ct
Section 0001 ROADWAY ITEMS				
Alt Group				
0001	0000100000-N MOBILIZATION	LUMP	LUMP	364,088.21
0002	0000400000-N CONSTRUCTION SURVEYING	LUMP	LUMP	139,873.23
0003	0015000000-N SEALING ABANDONED WELLS	3.000 EA	8,379.63000	25,138.89
0004	0050000000-E SUPPLEMENTARY CLEARING & GRUB-BING	3.000 ACR	7,800.47000	23,401.41
0005	0036000000-E UNDERCUT EXCAVATION	3,950.000 CY	5.24000	20,698.00
0006	0063000000-N GRADING	LUMP	LUMP	1,189,717.11
0007	0134000000-E DRAINAGE DITCH EXCAVATION	12,519.000 CY	4.06000	50,827.14
0008	0192000000-N PROOF ROLLING	12.000 HR	184.81000	2,217.72
0009	0195000000-E SELECT GRANULAR MATERIAL	3,000.000 CY	18.01000	54,030.00
0010	0196000000-E GEOTEXTILE FOR SOIL STABILIZATION	3,000.000 SY	1.57000	4,710.00
0011	0220000000-E ROCK EMBANKMENTS	70.000 TON	82.32000	5,762.40

State of NC
Dept of Transportation

Date: 11-19-13
Revised: 12-11-13

Contract ID: C203163 Project(s): STATE FUNDED
Letting Date: 12-17-13 Call Order: 001
Bidder: 3756 - A.O. Hardee & Son, Inc.

Line No.	Item Description	Approx. Quantity and Units	Unit Price Dollars Cts	Bid Amount Dollars Ct
0012	0222000000-E GEOTEXTILE FOR ROCK EMBANKMENTS	30.000 SY	2.35000	70.50
0013	0318000000-E FOUNDATION CONDITIONING MATERIAL, MINOR STRUCTURES	350.000 TON	40.77000	14,269.50
0014	0320000000-E FOUNDATION CONDITIONING GEOTEXTILE	1,100.000 SY	2.28000	2,508.00
0015	0335200000-E 15" DRAINAGE PIPE	394.000 LF	13.24000	5,216.56
0016	0335300000-E 18" DRAINAGE PIPE	484.000 LF	15.90000	7,695.60
0017	0372000000-E 18" RC PIPE CULVERTS, CLASS III	92.000 LF	25.91000	2,383.72
0018	0378000000-E 24" RC PIPE CULVERTS, CLASS III	44.000 LF	33.26000	1,463.44
0019	0384000000-E 30" RC PIPE CULVERTS, CLASS III	552.000 LF	41.77000	23,057.04
0020	0390000000-E 36" RC PIPE CULVERTS, CLASS III	32.000 LF	72.27000	2,312.64
0021	0402000000-E 48" RC PIPE CULVERTS, CLASS III	164.000 LF	98.59000	16,168.76
0022	0546000000-E *** CAA PIPE CULVERTS, ***** THICK (72", 0.135")	148.000 LF	235.38000	34,836.24
0023	0546000000-E *** CAA PIPE CULVERTS, ***** THICK (84", 0.135")	720.000 LF	248.21000	178,711.20

State of NC
Dept of Transportation

Date: 11-19-13
Revised: 12-11-13

Contract ID: C203163 Project(s): STATE FUNDED
Letting Date: 12-17-13 Call Order: 001
Bidder: 3756 - A.O. Hardee & Son, Inc.

Line No.	Item Description	Approx. Quantity and Units	Unit Price Dollars Cts	Bid Amount Dollars Ct
0024	0546000000-E **" CAA PIPE CULVERTS, ***** THICK (96", 0.135")	132.000 LF	399.85000	52,780.20
0025	0987000000-E GENERIC PIPE ITEM 15" RCP CLASS V	92.000 LF	26.12000	2,403.04
0026	0987000000-E GENERIC PIPE ITEM 18" RCP CLASS V	112.000 LF	24.57000	2,751.84
0027	0987000000-E GENERIC PIPE ITEM 30" RCP CLASS V	124.000 LF	51.44000	6,378.56
0028	0987000000-E GENERIC PIPE ITEM 54" RCP CLASS V	116.000 LF	152.52000	17,692.32
0029	0987000000-E GENERIC PIPE ITEM 72" RCP CLASS V	108.000 LF	278.82000	30,112.56
0030	0995000000-E PIPE REMOVAL	641.000 LF	9.38000	6,012.58
0031	0996000000-N PIPE CLEAN-OUT	3.000 EA	1,857.20000	5,571.60
0032	1077000000-E #57 STONE	85.000 TON	43.58000	3,704.30
0033	1099500000-E SHALLOW UNDERCUT	500.000 CY	7.09000	3,545.00
0034	1099700000-E CLASS IV SUBGRADE STABILIZA- TION	950.000 TON	22.80000	21,660.00
0035	1111000000-E CLASS IV AGGREGATE STABILIZA- TION	5,000.000 TON	22.80000	114,000.00

Contract ID: C203163 Project(s): STATE FUNDED
Letting Date: 12-17-13 Call Order: 001
Bidder: 3756 - A.O. Hardee & Son, Inc.

Line No.	Item Description	Approx. Quantity and Units	Unit Price Dollars Cts	Bid Amount Dollars Ct
0036	1220000000-E INCIDENTAL STONE BASE	500.000 TON	22.80000	11,400.00
0037	1330000000-E INCIDENTAL MILLING	475.000 SY	7.40000	3,515.00
0038	1519000000-E ASPHALT CONC SURFACE COURSE, TYPE S9.5B	22,150.000 TON	52.14000	1,154,901.00
0039	1693000000-E ASPHALT PLANT MIX, PAVEMENT REPAIR	500.000 TON	212.82000	106,410.00
0040	1880000000-E GENERIC PAVING ITEM PATCHING EXISTING PAVEMENT (MILL)	250.000 TON	169.19000	42,297.50
0041	2020000000-N CONTROL OF ACCESS MARKERS	14.000 EA	266.02000	3,724.28
0042	2022000000-E SUBDRAIN EXCAVATION	560.000 CY	15.96000	8,937.60
0043	2033000000-E SUBDRAIN FINE AGGREGATE	420.000 CY	58.52000	24,578.40
0044	2044000000-E 6" PERFORATED SUBDRAIN PIPE	2,500.000 LF	10.64000	26,600.00
0045	2070000000-N SUBDRAIN PIPE OUTLET	5.000 EA	372.43000	1,862.15
0046	2077000000-E 6" OUTLET PIPE	30.000 LF	42.56000	1,276.80

State of NC
Dept of Transportation

Date: 11-19-13
Revised: 12-11-13

Contract ID: C203163 Project(s): STATE FUNDED
Letting Date: 12-17-13 Call Order: 001
Bidder: 3756 - A.O. Hardee & Son, Inc.

Line No.	Item Description	Approx. Quantity and Units	Unit Price Dollars Cts	Bid Amount Dollars Ct
0047	2209000000-E ENDWALLS	9.400 CY	1,010.88000	9,502.27
0048	2220000000-E REINFORCED ENDWALLS	53.000 CY	1,010.88000	53,576.64
0049	2253000000-E PIPE COLLARS	0.764 CY	1,126.08000	860.33
0050	2264000000-E PIPE PLUGS	2.000 CY	873.52000	1,747.04
0051	2286000000-N MASONRY DRAINAGE STRUCTURES	6.000 EA	3,767.36000	22,604.16
0052	2366000000-N FRAME WITH TWO GRATES, STD 840.24	2.000 EA	384.69000	769.38
0053	2367000000-N FRAME WITH TWO GRATES, STD 840.29	2.000 EA	376.43000	752.86
0054	2396000000-N FRAME WITH COVER, STD 840.54	1.000 EA	257.86000	257.86
0055	2535000000-E ***X*** CONCRETE CURB (8" X 18")	690.000 LF	27.15000	18,733.50
0056	2542000000-E 1'-6" CONCRETE CURB & GUTTER	900.000 LF	23.96000	21,564.00
0057	2655000000-E 5" MONOLITHIC CONCRETE ISLANDS (KEYED IN)	2,040.000 SY	59.10000	120,564.00
0058	2738000000-E GENERIC PAVING ITEM 7" CONCRETE TRUCK APRON	1,330.000 SY	68.67000	91,331.10

State of NC
Dept of Transportation

Date: 11-19-13
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Contract ID: C203163 Project(s): STATE FUNDED
Letting Date: 12-17-13 Call Order: 001
Bidder: 3756 - A.O. Hardee & Son, Inc.

Line No.	Item Description	Approx. Quantity and Units	Unit Price Dollars Cts	Bid Amount Dollars Ct
0059	2830000000-N ADJUSTMENT OF MANHOLES	1.000 EA	495.41000	495.41
0060	2845000000-N ADJUSTMENT OF METER BOXES OR VALVE BOXES	3.000 EA	425.64000	1,276.92
0061	3030000000-E STEEL BM GUARDRAIL	1,787.500 LF	17.02000	30,423.25
0062	3105000000-N STEEL BM GUARDRAIL TERMINAL SECTIONS	2.000 EA	26.60000	53.20
0063	3150000000-N ADDITIONAL GUARDRAIL POSTS	5.000 EA	37.24000	186.20
0064	3270000000-N GUARDRAIL ANCHOR UNITS, TYPE 350	7.000 EA	1,808.94000	12,662.58
0065	3285000000-N GUARDRAIL ANCHOR UNITS, TYPE M-350	1.000 EA	1,702.52000	1,702.52
0066	3503000000-E WOVEN WIRE FENCE, 47" FABRIC	28,820.000 LF	2.29000	65,997.80
0067	3509000000-E 4" TIMBER FENCE POSTS, 7'-6" LONG	1,750.000 EA	21.28000	37,240.00
0068	3515000000-E 5" TIMBER FENCE POSTS, 8'-0" LONG	570.000 EA	29.79000	16,980.30
0069	3628000000-E RIP RAP, CLASS I	400.000 TON	66.13000	26,452.00
0070	3642000000-E RIP RAP, CLASS A	30.000 TON	57.88000	1,736.40

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Line No.	Item Description	Approx. Quantity and Units	Unit Price Dollars Cts	Bid Amount Dollars Cts
0071	3649000000-E RIP RAP, CLASS B	295.000 TON	64.00000	18,880.00
0072	3651000000-E BOULDERS	15.000 TON	148.75000	2,231.25
0073	3656000000-E GEOTEXTILE FOR DRAINAGE	6,880.000 SY	2.34000	16,099.20
0074	4072000000-E SUPPORTS, 3-LB STEEL U-CHANNEL	1,215.000 LF	5.53000	6,718.95
0075	4096000000-N SIGN ERECTION, TYPE D	9.000 EA	79.80000	718.20
0076	4102000000-N SIGN ERECTION, TYPE E	67.000 EA	51.07000	3,421.69
0077	4108000000-N SIGN ERECTION, TYPE F	6.000 EA	79.80000	478.80
0078	4116100000-N SIGN ERECTION, RELOCATE, TYPE **** (GROUND MOUNTED) (E)	1.000 EA	79.80000	79.80
0079	4155000000-N DISPOSAL OF SIGN SYSTEM, U-CHANNEL	9.000 EA	5.32000	47.88
0080	4400000000-E WORK ZONE SIGNS (STATIONARY)	1,973.000 SF	4.60000	9,075.80
0081	4405000000-E WORK ZONE SIGNS (PORTABLE)	352.000 SF	15.70000	5,526.40
0082	4410000000-E WORK ZONE SIGNS (BARRICADE MOUNTED)	510.000 SF	6.07000	3,095.70

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Bidder: 3756 - A.O. Hardee & Son, Inc.

Line No.	Item Description	Approx. Quantity and Units	Unit Price Dollars Cts	Bid Amount Dollars Ct
0083	4420000000-N PORTABLE CHANGEABLE MESSAGE SIGN	3.000 EA	10,635.47000	31,906.41
0084	4430000000-N DRUMS	200.000 EA	66.76000	13,352.00
0085	4435000000-N CONES	50.000 EA	39.55000	1,977.50
0086	4445000000-E BARRICADES (TYPE III)	296.000 LF	15.91000	4,709.36
0087	4450000000-N FLAGGER	3,480.000 HR	14.44000	50,251.20
0088	4510000000-N LAW ENFORCEMENT	80.000 HR	31.92000	2,553.60
0089	4516000000-N SKINNY DRUM	121.000 EA	52.74000	6,381.54
0090	4650000000-N TEMPORARY RAISED PAVEMENT MARKERS	441.000 EA	4.26000	1,878.66
0091	4685000000-E THERMOPLASTIC PAVEMENT MARKING LINES (4", 90 MILS)	40,240.000 LF	0.55000	22,132.00
0092	4686000000-E THERMOPLASTIC PAVEMENT MARKING LINES (4", 120 MILS)	40,264.000 LF	0.66000	26,574.24
0093	4695000000-E THERMOPLASTIC PAVEMENT MARKING LINES (8", 90 MILS)	5,468.000 LF	1.60000	8,748.80
0094	4702000000-E THERMOPLASTIC PAVEMENT MARKING LINES (12", 120 MILS)	126.000 LF	3.19000	401.94

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Bidder: 3756 - A.O. Hardee & Son, Inc.

Line No.	Item Description	Approx. Quantity and Units	Unit Price Dollars Cts	Bid Amount Dollars Ct
0095	4710000000-E THERMOPLAST IC PAVEMENT MARKING LINES (24", 120 MILS)	48.000 LF	21.28000	1,021.44
0096	4725000000-E THERMOPLAST IC PAVEMENT MARKING SYMBOL (90 MILS)	65.000 EA	79.80000	5,187.00
0097	4810000000-E PAINT PAVEMENT MARKING LINES (4")	173,929.000 LF	0.10000	17,392.90
0098	4820000000-E PAINT PAVEMENT MARKING LINES (8")	6,567.000 LF	0.80000	5,253.60
0099	4825000000-E PAINT PAVEMENT MARKING LINES (12")	245.000 LF	1.06000	259.70
0100	4835000000-E PAINT PAVEMENT MARKING LINES (24")	212.000 LF	2.66000	563.92
0101	4840000000-N PAINT PAVEMENT MARKING CHARAC-TER	60.000 EA	10.64000	638.40
0102	4845000000-N PAINT PAVEMENT MARKING SYMBOL	118.000 EA	26.60000	3,138.80
0103	4870000000-E REMOVAL OF PAVEMENT MARKING LINES (24")	20.000 LF	26.60000	532.00
0104	4900000000-N PERMANENT RAISED PAVEMENT MARKERS	989.000 EA	4.26000	4,213.14
0105	4915000000-E 7' U-CHANNEL POSTS	3.000 EA	40.83000	122.49
0106	4955000000-N OBJECT MARKERS (END OF ROAD)	3.000 EA	81.21000	243.63

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Line No.	Item Description	Approx. Quantity and Units	Unit Price Dollars Cts	Bid Amount Dollars Ct
0107	5326200000-E 12" WATER LINE	1,557.000 LF	64.22000	99,990.54
0108	5326600000-E 16" WATER LINE	972.000 LF	125.75000	122,229.00
0109	5558000000-E 12" VALVE	3.000 EA	2,914.38000	8,743.14
0110	5558600000-E 16" VALVE	1.000 EA	7,124.05000	7,124.05
0111	5648000000-N RELOCATE WATER METER	1.000 EA	1,133.38000	1,133.38
0112	5649000000-N RECONNECT WATER METER	1.000 EA	593.68000	593.68
0113	5672000000-N RELOCATE FIRE HYDRANT	2.000 EA	5,936.71000	11,873.42
0114	5804000000-E ABANDON 12" UTILITY PIPE	1,436.000 LF	8.63000	12,392.68
0115	5810000000-E ABANDON 16" UTILITY PIPE	958.000 LF	12.14000	11,630.12
0116	5871900000-E TRENCHLESS INSTALLATION OF 16"IN SOIL	107.000 LF	91.75000	9,817.25
0117	5871910000-E TRENCHLESS INSTALLATION OF 16"NOT IN SOIL	46.000 LF	604.47000	27,805.62
0118	6000000000-E TEMPORARY SILT FENCE	12,000.000 LF	2.56000	30,720.00

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Bidder: 3756 - A.O. Hardee & Son, Inc.

Line No.	Item Description	Approx. Quantity and Units	Unit Price Dollars Cts	Bid Amount Dollars Ct
0119	6006000000-E STONE FOR EROSION CONTROL, CLASS A	1,000.000 TON	57.88000	57,880.00
0120	6009000000-E STONE FOR EROSION CONTROL, CLASS B	2,000.000 TON	64.00000	128,000.00
0121	6012000000-E SEDIMENT CONTROL STONE	1,000.000 TON	44.85000	44,850.00
0122	6015000000-E TEMPORARY MULCHING	75.000 ACR	638.45000	47,883.75
0123	6018000000-E SEED FOR TEMPORARY SEEDING	2,350.000 LB	3.19000	7,496.50
0124	6021000000-E FERTILIZER FOR TEMPORARY SEED-ING	10.250 TON	842.76000	8,638.29
0125	6024000000-E TEMPORARY SLOPE DRAINS	2,000.000 LF	7.42000	14,840.00
0126	6029000000-E SAFETY FENCE	2,100.000 LF	2.03000	4,263.00
0127	6030000000-E SILT EXCAVATION	10,000.000 CY	3.90000	39,000.00
0128	6036000000-E MATTING FOR EROSION CONTROL	21,000.000 SY	1.81000	38,010.00
0129	6037000000-E COIR FIBER MAT	800.000 SY	3.65000	2,920.00
0130	6038000000-E PERMANENT SOIL REINFORCEMENT MAT	1,000.000 SY	4.31000	4,310.00

State of NC
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Bidder: 3756 - A.O. Hardee & Son, Inc.

Line No.	Item Description	Approx. Quantity and Units	Unit Price Dollars Cts	Bid Amount Dollars Ct
0131	6042000000-E 1/4" HARDWARE CLOTH LF	750.000	3.31000	2,482.50
0132	6043000000-E LOW PERMEABILITY GEOTEXTILE SY	800.000	2.60000	2,080.00
0133	6045000000-E *** TEMPORARY PIPE (24") LF	125.000	22.31000	2,788.75
0134	6046000000-E TEMPORARY PIPE FOR STREAM CROSSING LF	60.000	40.69000	2,441.40
0135	6070000000-N SPECIAL STILLING BASINS EA	16.000	1,001.51000	16,024.16
0136	6071012000-E COIR FIBER WATTLE LF	450.000	9.52000	4,284.00
0137	6071020000-E POLYACRYLAM IDE (PAM) LB	525.000	8.83000	4,635.75
0138	6071030000-E COIR FIBER BAFFLE LF	3,000.000	5.22000	15,660.00
0139	6071050000-E *** SKIMMER (1-1/2") EA	18.000	819.94000	14,758.92
0140	6071050000-E *** SKIMMER (2") EA	1.000	1,041.32000	1,041.32
0141	6084000000-E SEEDING & MULCHING ACR	70.000	1,729.13000	121,039.10
0142	6087000000-E MOWING ACR	50.000	159.62000	7,981.00

State of NC
Dept of Transportation

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Bidder: 3756 - A.O. Hardee & Son, Inc.

Line No.	Item Description	Approx. Quantity and Units	Unit Price Dollars Cts	Bid Amount Dollars Ct
0143	6090000000-E SEED FOR REPAIR SEEDING	900.000 LB	3.19000	2,871.00
0144	6093000000-E FERTILIZER FOR REPAIR SEEDING	3.000 TON	904.47000	2,713.41
0145	6096000000-E SEED FOR SUPPLEMENTAL SEEDING	1,725.000 LB	4.17000	7,193.25
0146	6108000000-E FERTILIZER TOPDRESSING	50.000 TON	843.82000	42,191.00
0147	6111000000-E IMPERVIOUS DIKE	775.000 LF	33.95000	26,311.25
0148	6114500000-N SPECIALIZED HAND MOWING	10.000 MHR	80.87000	808.70
0149	6117000000-N RESPONSE FOR EROSION CONTROL	100.000 EA	159.62000	15,962.00
0150	6123000000-E REFORESTATION	12.000 ACR	936.39000	11,236.68
0151	6126000000-E STREAMBANK REFORESTATION	0.140 ACR	15,961.19000	2,234.57
0152	6132000000-N GENERIC EROSION CONTROL ITEM LOG	6.000 EA	532.04000	3,192.24
0153	6135000000-E GENERIC EROSION CONTROL ITEM COMPOST BLANKET	10.000 ACR	6,169.32000	61,693.20
0154	0106000000-E BORROW EXCAVATION	205,600.000 CY	3.68000	756,608.00

State of NC
Dept of Transportation

Date: 11-19-13
Revised: 12-11-13

Contract ID: C203163 Project(s): STATE FUNDED
Letting Date: 12-17-13 Call Order: 001
Bidder: 3756 - A.O. Hardee & Son, Inc.

Line No.	Item Description	Approx. Quantity and Units	Unit Price Dollars Cts	Bid Amount Dollars Ct
0155	1121000000-E AGGREGATE BASE COURSE AA1	20,225.000 TON	22.20000	448,995.00
0156	1275000000-E PRIME COAT AA1	14,535.500 GAL	5.32000	77,328.86
0157	1489000000-E ASPHALT CONC BASE COURSE, TYPE AA1 B25.0B	6,900.000 TON	53.20000	367,080.00
0158	1498000000-E ASPHALT CONC INTERMEDIATE AA1 COURSE, TYPE I19.0B	5,730.000 TON	55.33000	317,040.90
0159	1575000000-E ASPHALT BINDER FOR PLANT MIX AA1	1,910.000 TON	633.13000	1,209,278.30
0160	0106000000-E BORROW EXCAVATION AA2	221,900.000 CY		
0161	1121000000-E AGGREGATE BASE COURSE AA2	1,025.000 TON		
0162	1489000000-E ASPHALT CONC BASE COURSE, TYPE AA2 B25.0B	18,430.000 TON		
0163	1575000000-E ASPHALT BINDER FOR PLANT MIX AA2	2,140.000 TON		
	Section 0001 Total			8,924,649.38
	Bid Total			8,924,649.38

NON-COLLUSION AND DEBARMENT CERTIFICATION

The bidder certifies 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 this bid, 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, submitting this electronic bid constitutes the bidder's certification of Status under penalty of perjury under the laws of the United States and in accordance with the Debarment Certification on file with the Department.

By submitting this bid, the 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.

Where the prospective bidder is unable to certify to any of the statements in this certification, the bidder shall submit an explanation in the blanks provided herein. The explanation will not necessarily result in denial of participation in a contract.

Explanation:

NOT ANSWERED
NOT ANSWERED
NOT ANSWERED
NOT ANSWERED

If the prequalified bidder's status changes, he shall immediately submit a new fully executed non-collusion affidavit and debarment certification with an explanation of the change to the Contract Office prior to submitting the bid.

Failure to furnish a certification or an explanation will be grounds for rejection of a bid

AWARD LIMITS ON MULTIPLE PROJECTS

By answering YES to this statement, the bidder acknowledges that they are using the award limits on multiple projects. No

A bidder who desires to bid on more than one project on which bids are to be opened on the same date, and who also desires to avoid receiving an award of more projects than he is equipped to handle, may bid on any number of projects but may limit the total amount of work awarded to him on selected projects by completing the AWARD LIMITS ON MULTIPLE PROJECTS.

The Award Limits on Multiple Projects must be filled in on each project bid for which the Bidder desires protection.

It is the desire of the Bidder to be awarded contracts, the value of which will not exceed a total of NOT ANSWERED for those projects indicated herein, for which bids will be opened on (MM/DD/YY)

The Award Limits shall apply to the following projects:

Contract Number	County
NOT ANSWERED	
NOT ANSWERED	
NOT ANSWERED	
NOT ANSWERED	
NOT ANSWERED	
NOT ANSWERED	

It is agreed that if I am (we are) the low Bidder(s) on indicated projects, the total value of which is more than the above stipulated award limits, the Board of Transportation will award me (us) projects from among those indicated that have a total value not to exceed the award limit and will result in the lowest total bids to the Department of Transportation.

NORTH CAROLINA STATE DEPARTMENT OF TRANSPORTATION
MBE COMMITMENT ITEMS

DATE: 11-19-13
PAGE: 17

PROPOSAL: C203163
LETTING: L131217 CALL: 001
VENDOR: 3756 A.O. Hardee & Son, Inc.

LINE NO.	ITEM NO.	ITEM DESC.	UNIT TYPE	SUBCONTRACTOR QUANTITY	SUBCONTRACTOR UNIT PRICE	EXTENDED AMOUNT
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MBE SUBCONTRACTOR: 2676 PAUL D. WILLIAMS DBA PAUL D. WILLIAMS HAULING
Will Use Quote: Yes

0038	1519000000-E	ASP CONC SUR	TON	22150.000		143975.00
0157	1489000000-E	ASP CONC BAS	TON	6900.000		44850.00
0158	1498000000-E	ASP CONC INT	TON	5730.000		74490.00

MBE COMMITMENT TOTAL FOR SUBCONTRACTOR:

263,315.00 Committed

MBE SUBCONTRACTOR: 8139 SIMMONS PUBLIC UTILITY SITE WORK INC
Will Use Quote: Yes

0118	6000000000-E	TEMPORARY SI	LF	12000.000	1.90000	22800.00
0122	6015000000-E	TEMPORARY MU	ACR	75.000	600.00000	45000.00
0123	6018000000-E	SEED FOR TEM	LB	2350.000	3.00000	7050.00
0124	6021000000-E	FERT FOR TEM	TON	10.250	792.00000	8118.00
0126	6029000000-E	SAFETY FENCE	LF	2100.000	1.40000	2940.00
0128	6036000000-E	MATTING FOR	SY	21000.000	1.70000	35700.00
0129	6037000000-E	COIR FIBER M	SY	800.000	3.43000	2744.00
0130	6038000000-E	PERM SOIL RE	SY	1000.000	4.05000	4050.00
0131	6042000000-E	1/4" HARDWAR	LF	750.000	3.11000	2332.50
0136	6071012000-E	COIR FIBER W	LF	450.000	8.95000	4027.50
0137	6071020000-E	POLYACRYLAMI	LB	525.000	8.30000	4357.50
0138	6071030000-E	COIR FIBER B	LF	3000.000	4.91000	14730.00
0141	6084000000-E	SEEDING AND	ACR	70.000	1625.00000	113750.00
0142	6087000000-E	MOWING	ACR	50.000	150.00000	7500.00
0143	6090000000-E	SEED FOR REP	LB	900.000	3.00000	2700.00
0144	6093000000-E	FERT FOR REP	TON	3.000	850.00000	2550.00
0145	6096000000-E	SEED FOR SUP	LB	1725.000	3.92000	6762.00
0146	6108000000-E	FERTILIZER T	TON	50.000	793.00000	39650.00
0148	6114500000-N	SPECIALIZED	MHR	10.000	76.00000	760.00
0149	6117000000-N	RESPONSE FOR	EA	100.000	150.00000	15000.00
0150	6123000000-E	REFORESTATIO	ACR	12.000	880.00000	10560.00
0151	6126000000-E	STREAMBANK R	ACR	0.140	15000.00000	2100.00
0153	6135000000-E	GENERIC EROS	ACR	10.000	5797.81000	57978.10
0001	0000100000-N	MOBILIZATION	LS	1.000	13300.00000	13300.00

MBE COMMITMENT TOTAL FOR SUBCONTRACTOR:

426,459.60 Committed

TOTAL MBE COMMITMENT FOR VENDOR:

Entered: 7.73% or 689774.60
Required: 5.00% or 446232.47
<GOAL MET>

NORTH CAROLINA STATE DEPARTMENT OF TRANSPORTATION
WBE COMMITMENT ITEMS

DATE: 11-19-13
PAGE: 18

PROPOSAL: C203163
LETTING: L131217 CALL: 001
VENDOR: 3756 A.O. Hardee & Son, Inc.

LINE NO.	ITEM NO.	ITEM DESC.	UNIT TYPE	SUBCONTRACTOR QUANTITY	SUBCONTRACTOR UNIT PRICE	EXTENDED AMOUNT
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WBE SUBCONTRACTOR: 4247 SEAL BROTHERS CONTRACTING LLC
Will Use Quote: Yes

0066	3503000000-E	WOVEN WIRE F LF		28820.000	2.15000	61963.00
0067	3509000000-E	4" TIMBER PO EA		1750.000	20.00000	35000.00
0068	3515000000-E	5" TIMBER PO EA		570.000	28.00000	15960.00

WBE COMMITMENT TOTAL FOR SUBCONTRACTOR: 112,923.00 Committed

WBE SUBCONTRACTOR: 12278 CLIFTON CONSTRUCTION CO., INC.
Will Use Quote: Yes

0042	2022000000-E	SUBDRAIN EXC CY		560.000	15.00000	8400.00
0043	2033000000-E	SUBDRAIN FIN CY		420.000	55.00000	23100.00
0044	2044000000-E	6" PERF SUBD LF		2500.000	10.00000	25000.00
0045	2070000000-N	SUBDRN PIPE EA		5.000	350.00000	1750.00
0046	2077000000-E	6" OUTLET PI LF		30.000	40.00000	1200.00
0001	0000100000-N	MOBILIZATION LS		1.000	1500.00000	1500.00

WBE COMMITMENT TOTAL FOR SUBCONTRACTOR: 60,950.00 Committed

WBE SUBCONTRACTOR: 5659 SOUTHERN CONCRETE & CONSTRUCTION INC
Will Use Quote: Yes

0001	0000100000-N	MOBILIZATION LS		1.000	2500.00000	2500.00
0047	2209000000-E	ENDWALLS CY		9.400	950.00000	8930.00
0048	2220000000-E	REINFORCED E CY		53.000	950.00000	50350.00
0055	2535000000-E	***X** CONC LF		690.000	25.00000	17250.00
0056	2542000000-E	1'-6" CONC C LF		900.000	22.00000	19800.00
0057	2655000000-E	5" MONO CONC SY		2040.000	54.00000	110160.00
0058	2738000000-E	GENERIC PAVI SY		1330.000	63.00000	83790.00

WBE COMMITMENT TOTAL FOR SUBCONTRACTOR: 292,780.00 Committed

WBE SUBCONTRACTOR: 12802 NICKELSTON INDUSTRIES, INC.
Will Use Quote: Yes

0061	3030000000-E	STL BM GUARD LF		1787.500	16.00000	28600.00
0062	3105000000-N	SBGR TERM SE EA		2.000	25.00000	50.00
0063	3150000000-N	ADDIT GUARDR EA		5.000	35.00000	175.00
0064	3270000000-N	GR ANCHOR TY EA		7.000	1700.00000	11900.00
0065	3285000000-N	GR ANCHOR TY EA		1.000	1600.00000	1600.00
0001	0000100000-N	MOBILIZATION LS		1.000	1000.00000	1000.00

WBE COMMITMENT TOTAL FOR SUBCONTRACTOR: 43,325.00 Committed

NORTH CAROLINA STATE DEPARTMENT OF TRANSPORTATION
WBE COMMITMENT ITEMS

DATE:11-19-13
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LINE NO.	ITEM NO.	ITEM DESC.	UNIT TYPE	SUBCONTRACTOR QUANTITY	SUBCONTRACTOR UNIT PRICE	EXTENDED AMOUNT
WBE SUBCONTRACTOR: 5678 BEAR & CO. SIGNS & LIGHTING, INC.						
Will Use Quote: Yes						
0074	4072000000-E	SUPPORT, 3-L LF		1215.000	5.20000	6318.00
0075	4096000000-N	SIGN ERECTIO EA		9.000	75.00000	675.00
0076	4102000000-N	SIGN ERECTIO EA		67.000	48.00000	3216.00
0077	4108000000-N	SIGN ERECTIO EA		6.000	75.00000	450.00
0078	4116100000-N	SIGN ERECT, EA		1.000	75.00000	75.00
0079	4155000000-N	DISPOSE SIGN EA		9.000	5.00000	45.00
0105	4915000000-E	7' U-CHANNEL EA		3.000	38.37000	115.11
0106	4955000000-N	OBJECT MARKE EA		3.000	76.32000	228.96

WBE COMMITMENT TOTAL FOR SUBCONTRACTOR:

11,123.07 Committed

WBE SUBCONTRACTOR: 8187 CAROLINA PAVEMENT MARKINGS, INC

Will Use Quote: Yes

0001	0000100000-N	MOBILIZATION LS		1.000	1400.00000	1400.00
0090	4650000000-N	TEMP RAISED EA		441.000	4.00000	1764.00
0091	4685000000-E	THERMO PVT M LF		40240.000	0.52000	20924.80
0092	4686000000-E	THERMO PVT M LF		40264.000	0.62000	24963.68
0093	4695000000-E	THERMO PVT M LF		5468.000	1.50000	8202.00
0094	4702000000-E	12"WIDE THER LF		126.000	3.00000	378.00
0095	4710000000-E	24"WIDE THER LF		48.000	20.00000	960.00
0096	4725000000-E	THERMO PVT S EA		65.000	75.00000	4875.00
0097	4810000000-E	PAINT PVMT M LF		173929.000	0.09000	15653.61
0098	4820000000-E	PAINT PVMT M LF		6567.000	0.75000	4925.25
0099	4825000000-E	PAINT PVMT M LF		245.000	1.00000	245.00
0100	4835000000-E	PAINT PVT MK LF		212.000	2.50000	530.00
0101	4840000000-N	PAINT PVT MK EA		60.000	10.00000	600.00
0102	4845000000-N	PAINT PVT MK EA		118.000	25.00000	2950.00
0103	4870000000-E	LINE REMOVAL LF		20.000	25.00000	500.00
0104	4900000000-N	PERM RAISED EA		989.000	4.00000	3956.00

WBE COMMITMENT TOTAL FOR SUBCONTRACTOR:

92,827.34 Committed

WBE SUBCONTRACTOR: 7999 HERITAGE HAULING INC

Will Use Quote: Yes

0035	1111000000-E	CLASS IV AGG TON		5000.000	6.40000	32000.00
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WBE COMMITMENT TOTAL FOR SUBCONTRACTOR:

32,000.00 Committed

TOTAL WBE COMMITMENT FOR VENDOR:

Entered: 7.24% or 645928.41
Required: 7.00% or 624725.46
<GOAL MET>

Contract Item Sheets For C203163

Line #	ItemNumber	Sec #	Description	Quantity Unit	Unit Bid Price	Amount Bid
ROADWAY ITEMS						
0001	0000100000-N	800	MOBILIZATION	Lump Sum LS	364,088.21	364,088.21
0002	0000400000-N	801	CONSTRUCTION SURVEYING	Lump Sum LS	139,873.23	139,873.23
0003	0015000000-N	205	SEALING ABANDONED WELLS	3 EA	8,379.63	25,138.89
0004	0050000000-E	226	SUPPLEMENTARY CLEARING & GRUB-BING	3 ACR	7,800.47	23,401.41
0005	0036000000-E	225	UNDERCUT EXCAVATION	3,950 CY	5.24	20,698.00
0006	0063000000-N	SP	GRADING	Lump Sum LS	1,189,717.11	1,189,717.11
0007	0134000000-E	240	DRAINAGE DITCH EXCAVATION	12,519 CY	4.06	50,827.14
0008	0192000000-N	260	PROOF ROLLING	12 HR	184.81	2,217.72
0009	0195000000-E	265	SELECT GRANULAR MATERIAL	3,000 CY	18.01	54,030.00
0010	0196000000-E	270	GEOTEXTILE FOR SOIL STABILIZA-TION	3,000 SY	1.57	4,710.00
0011	0220000000-E	SP	ROCK EMBANKMENTS	70 TON	82.32	5,762.40
0012	0222000000-E	SP	GEOTEXTILE FOR ROCK EMBANK-MENTS	30 SY	2.35	70.50
0013	0318000000-E	300	FOUNDATION CONDITIONING MATE-RIAL, MINOR STRUCTURES	350 TON	40.77	14,269.50
0014	0320000000-E	300	FOUNDATION CONDITIONING GEO-TEXTILE	1,100 SY	2.28	2,508.00
0015	0335200000-E	305	15" DRAINAGE PIPE	394 LF	13.24	5,216.56
0016	0335300000-E	305	18" DRAINAGE PIPE	484 LF	15.90	7,695.60
0017	0372000000-E	310	18" RC PIPE CULVERTS, CLASS III	92 LF	25.91	2,383.72
0018	0378000000-E	310	24" RC PIPE CULVERTS, CLASS III	44 LF	33.26	1,463.44
0019	0384000000-E	310	30" RC PIPE CULVERTS, CLASS III	552 LF	41.77	23,057.04

Contract Item Sheets For C203163

Line #	ItemNumber	Sec #	Description	Quantity Unit	Unit Bid Price	Amount Bid
0020	0390000000-E	310	36" RC PIPE CULVERTS, CLASS III	32 LF	72.27	2,312.64
0021	0402000000-E	310	48" RC PIPE CULVERTS, CLASS III	164 LF	98.59	16,168.76
0022	0546000000-E	310	*** CAA PIPE CULVERTS, THICK (72", 0.135") *****	148 LF	235.38	34,836.24
0023	0546000000-E	310	*** CAA PIPE CULVERTS, THICK (84", 0.135") *****	720 LF	248.21	178,711.20
0024	0546000000-E	310	*** CAA PIPE CULVERTS, THICK (96", 0.135") *****	132 LF	399.85	52,780.20
0025	0987000000-E	310	GENERIC PIPE ITEM 15" RCP CLASS V	92 LF	26.12	2,403.04
0026	0987000000-E	310	GENERIC PIPE ITEM 18" RCP CLASS V	112 LF	24.57	2,751.84
0027	0987000000-E	310	GENERIC PIPE ITEM 30" RCP CLASS V	124 LF	51.44	6,378.56
0028	0987000000-E	310	GENERIC PIPE ITEM 54" RCP CLASS V	116 LF	152.52	17,692.32
0029	0987000000-E	310	GENERIC PIPE ITEM 72" RCP CLASS V	108 LF	278.82	30,112.56
0030	0995000000-E	340	PIPE REMOVAL	641 LF	9.38	6,012.58
0031	0996000000-N	350	PIPE CLEAN-OUT	3 EA	1,857.20	5,571.60
0032	1077000000-E	SP	#57 STONE	85 TON	43.58	3,704.30
0033	1099500000-E	505	SHALLOW UNDERCUT	500 CY	7.09	3,545.00
0034	1099700000-E	505	CLASS IV SUBGRADE STABILIZATION	950 TON	22.80	21,660.00
0035	1111000000-E	SP	CLASS IV AGGREGATE STABILIZATION	5,000 TON	22.80	114,000.00
0036	1220000000-E	545	INCIDENTAL STONE BASE	500 TON	22.80	11,400.00

Contract Item Sheets For C203163

Line #	ItemNumber	Sec #	Description	Quantity Unit	Unit Bid Price	Amount Bid
0037	1330000000-E	607	INCIDENTAL MILLING	475 SY	7.40	3,515.00
0038	1519000000-E	610	ASPHALT CONC SURFACE COURSE, TYPE S9.5B	22,150 TON	52.14	1,154,901.00
0039	1693000000-E	654	ASPHALT PLANT MIX, PAVEMENT REPAIR	500 TON	212.82	106,410.00
0040	1880000000-E	SP	GENERIC PAVING ITEM PATCHING EXISTING PAVEMENT (MILL)	250 TON	169.19	42,297.50
0041	2020000000-N	806	CONTROL OF ACCESS MARKERS	14 EA	266.02	3,724.28
0042	2022000000-E	815	SUBDRAIN EXCAVATION	560 CY	15.96	8,937.60
0043	2033000000-E	815	SUBDRAIN FINE AGGREGATE	420 CY	58.52	24,578.40
0044	2044000000-E	815	6" PERFORATED SUBDRAIN PIPE	2,500 LF	10.64	26,600.00
0045	2070000000-N	815	SUBDRAIN PIPE OUTLET	5 EA	372.43	1,862.15
0046	2077000000-E	815	6" OUTLET PIPE	30 LF	42.56	1,276.80
0047	2209000000-E	838	ENDWALLS	9.4 CY	1,010.88	9,502.27
0048	2220000000-E	838	REINFORCED ENDWALLS	53 CY	1,010.88	53,576.64
0049	2253000000-E	840	PIPE COLLARS	0.764 CY	1,126.08	860.33
0050	2264000000-E	840	PIPE PLUGS	2 CY	873.52	1,747.04
0051	2286000000-N	840	MASONRY DRAINAGE STRUCTURES	6 EA	3,767.36	22,604.16
0052	2366000000-N	840	FRAME WITH TWO GRATES, STD 840.24	2 EA	384.69	769.38
0053	2367000000-N	840	FRAME WITH TWO GRATES, STD 840.29	2 EA	376.43	752.86
0054	2396000000-N	840	FRAME WITH COVER, STD 840.54	1 EA	257.86	257.86
0055	2535000000-E	846	***X *** CONCRETE CURB (8" X 18")	690 LF	27.15	18,733.50

Contract Item Sheets For C203163

Line #	ItemNumber	Sec #	Description	Quantity Unit	Unit Bid Price	Amount Bid
0056	2542000000-E	846	1'-6" CONCRETE CURB & GUTTER	900 LF	23.96	21,564.00
0057	2655000000-E	852	5" MONOLITHIC CONCRETE ISLANDS (KEYED IN)	2,040 SY	59.10	120,564.00
0058	2738000000-E	SP	GENERIC PAVING ITEM 7" CONCRETE TRUCK APRON	1,330 SY	68.67	91,331.10
0059	2830000000-N	858	ADJUSTMENT OF MANHOLES	1 EA	495.41	495.41
0060	2845000000-N	858	ADJUSTMENT OF METER BOXES OR VALVE BOXES	3 EA	425.64	1,276.92
0061	3030000000-E	862	STEEL BM GUARDRAIL	1,787.5 LF	17.02	30,423.25
0062	3105000000-N	862	STEEL BM GUARDRAIL TERMINAL SECTIONS	2 EA	26.60	53.20
0063	3150000000-N	862	ADDITIONAL GUARDRAIL POSTS	5 EA	37.24	186.20
0064	3270000000-N	SP	GUARDRAIL ANCHOR UNITS, TYPE 350	7 EA	1,808.94	12,662.58
0065	3285000000-N	SP	GUARDRAIL ANCHOR UNITS, TYPE M-350	1 EA	1,702.52	1,702.52
0066	3503000000-E	866	WOVEN WIRE FENCE, 47" FABRIC	28,820 LF	2.29	65,997.80
0067	3509000000-E	866	4" TIMBER FENCE POSTS, 7'-6" LONG	1,750 EA	21.28	37,240.00
0068	3515000000-E	866	5" TIMBER FENCE POSTS, 8'-0" LONG	570 EA	29.79	16,980.30
0069	3628000000-E	876	RIP RAP, CLASS I	400 TON	66.13	26,452.00
0070	3642000000-E	876	RIP RAP, CLASS A	30 TON	57.88	1,736.40
0071	3649000000-E	876	RIP RAP, CLASS B	295 TON	64.00	18,880.00
0072	3651000000-E	SP	BOULDERS	15 TON	148.75	2,231.25
0073	3656000000-E	876	GEOTEXTILE FOR DRAINAGE	6,880 SY	2.34	16,099.20
0074	4072000000-E	903	SUPPORTS, 3-LB STEEL U-CHANNEL	1,215 LF	5.53	6,718.95

Contract Item Sheets For C203163

Line #	ItemNumber	Sec #	Description	Quantity Unit	Unit Bid Price	Amount Bid
0075	4096000000-N	904	SIGN ERECTION, TYPE D	9 EA	79.80	718.20
0076	4102000000-N	904	SIGN ERECTION, TYPE E	67 EA	51.07	3,421.69
0077	4108000000-N	904	SIGN ERECTION, TYPE F	6 EA	79.80	478.80
0078	4116100000-N	904	SIGN ERECTION, RELOCATE, TYPE **** (GROUND MOUNTED) (E)	1 EA	79.80	79.80
0079	4155000000-N	907	DISPOSAL OF SIGN SYSTEM, U- CHANNEL	9 EA	5.32	47.88
0080	4400000000-E	1110	WORK ZONE SIGNS (STATIONARY)	1,973 SF	4.60	9,075.80
0081	4405000000-E	1110	WORK ZONE SIGNS (PORTABLE)	352 SF	15.70	5,526.40
0082	4410000000-E	1110	WORK ZONE SIGNS (BARRICADE MOUNTED)	510 SF	6.07	3,095.70
0083	4420000000-N	1120	PORTABLE CHANGEABLE MESSAGE SIGN	3 EA	10,635.47	31,906.41
0084	4430000000-N	1130	DRUMS	200 EA	66.76	13,352.00
0085	4435000000-N	1135	CONES	50 EA	39.55	1,977.50
0086	4445000000-E	1145	BARRICADES (TYPE III)	296 LF	15.91	4,709.36
0087	4450000000-N	1150	FLAGGER	3,480 HR	14.44	50,251.20
0088	4510000000-N	SP	LAW ENFORCEMENT	80 HR	31.92	2,553.60
0089	4516000000-N	1180	SKINNY DRUM	121 EA	52.74	6,381.54
0090	4650000000-N	1251	TEMPORARY RAISED PAVEMENT MARKERS	441 EA	4.26	1,878.66
0091	4685000000-E	1205	THERMOPLASTIC PAVEMENT MARKING LINES (4", 90 MILS)	40,240 LF	0.55	22,132.00
0092	4686000000-E	1205	THERMOPLASTIC PAVEMENT MARKING LINES (4", 120 MILS)	40,264 LF	0.66	26,574.24
0093	4695000000-E	1205	THERMOPLASTIC PAVEMENT MARKING LINES (8", 90 MILS)	5,468 LF	1.60	8,748.80

Contract Item Sheets For C203163

Line #	ItemNumber	Sec #	Description	Quantity Unit	Unit Bid Price	Amount Bid
0094	4702000000-E	1205	THERMOPLASTIC PAVEMENT MARKING LINES (12", 120 MILS)	126 LF	3.19	401.94
0095	4710000000-E	1205	THERMOPLASTIC PAVEMENT MARKING LINES (24", 120 MILS)	48 LF	21.28	1,021.44
0096	4725000000-E	1205	THERMOPLASTIC PAVEMENT MARKING SYMBOL (90 MILS)	65 EA	79.80	5,187.00
0097	4810000000-E	1205	PAINT PAVEMENT MARKING LINES (4")	173,929 LF	0.10	17,392.90
0098	4820000000-E	1205	PAINT PAVEMENT MARKING LINES (8")	6,567 LF	0.80	5,253.60
0099	4825000000-E	1205	PAINT PAVEMENT MARKING LINES (12")	245 LF	1.06	259.70
0100	4835000000-E	1205	PAINT PAVEMENT MARKING LINES (24")	212 LF	2.66	563.92
0101	4840000000-N	1205	PAINT PAVEMENT MARKING CHARACTER	60 EA	10.64	638.40
0102	4845000000-N	1205	PAINT PAVEMENT MARKING SYMBOL	118 EA	26.60	3,138.80
0103	4870000000-E	1205	REMOVAL OF PAVEMENT MARKING LINES (24")	20 LF	26.60	532.00
0104	4900000000-N	1251	PERMANENT RAISED PAVEMENT MARKERS	989 EA	4.26	4,213.14
0105	4915000000-E	1264	7' U-CHANNEL POSTS	3 EA	40.83	122.49
0106	4955000000-N	1264	OBJECT MARKERS (END OF ROAD)	3 EA	81.21	243.63
0107	5326200000-E	1510	12" WATER LINE	1,557 LF	64.22	99,990.54
0108	5326600000-E	1510	16" WATER LINE	972 LF	125.75	122,229.00
0109	5558000000-E	1515	12" VALVE	3 EA	2,914.38	8,743.14
0110	5558600000-E	1515	16" VALVE	1 EA	7,124.05	7,124.05
0111	5648000000-N	1515	RELOCATE WATER METER	1 EA	1,133.38	1,133.38

Contract Item Sheets For C203163

Line #	ItemNumber	Sec #	Description	Quantity Unit	Unit Bid Price	Amount Bid
0112	5649000000-N	1515	RECONNECT WATER METER	1 EA	593.68	593.68
0113	5672000000-N	1515	RELOCATE FIRE HYDRANT	2 EA	5,936.71	11,873.42
0114	5804000000-E	1530	ABANDON 12" UTILITY PIPE	1,436 LF	8.63	12,392.68
0115	5810000000-E	1530	ABANDON 16" UTILITY PIPE	958 LF	12.14	11,630.12
0116	5871900000-E	1550	TRENCHLESS INSTALLATION OF 16" IN SOIL	107 LF	91.75	9,817.25
0117	5871910000-E	1550	TRENCHLESS INSTALLATION OF 16" NOT IN SOIL	46 LF	604.47	27,805.62
0118	6000000000-E	1605	TEMPORARY SILT FENCE	12,000 LF	2.56	30,720.00
0119	6006000000-E	1610	STONE FOR EROSION CONTROL, CLASS A	1,000 TON	57.88	57,880.00
0120	6009000000-E	1610	STONE FOR EROSION CONTROL, CLASS B	2,000 TON	64.00	128,000.00
0121	6012000000-E	1610	SEDIMENT CONTROL STONE	1,000 TON	44.85	44,850.00
0122	6015000000-E	1615	TEMPORARY MULCHING	75 ACR	638.45	47,883.75
0123	6018000000-E	1620	SEED FOR TEMPORARY SEEDING	2,350 LB	3.19	7,496.50
0124	6021000000-E	1620	FERTILIZER FOR TEMPORARY SEEDING	10.25 TON	842.76	8,638.29
0125	6024000000-E	1622	TEMPORARY SLOPE DRAINS	2,000 LF	7.42	14,840.00
0126	6029000000-E	SP	SAFETY FENCE	2,100 LF	2.03	4,263.00
0127	6030000000-E	1630	SILT EXCAVATION	10,000 CY	3.90	39,000.00
0128	6036000000-E	1631	MATting FOR EROSION CONTROL	21,000 SY	1.81	38,010.00
0129	6037000000-E	SP	COIR FIBER MAT	800 SY	3.65	2,920.00
0130	6038000000-E	SP	PERMANENT SOIL REINFORCEMENT MAT	1,000 SY	4.31	4,310.00

Contract Item Sheets For C203163

Line #	ItemNumber	Sec #	Description	Quantity Unit	Unit Bid Price	Amount Bid
0131	6042000000-E	1632	1/4" HARDWARE CLOTH	750 LF	3.31	2,482.50
0132	6043000000-E	SP	LOW PERMEABILITY GEOTEXTILE	800 SY	2.60	2,080.00
0133	6045000000-E	SP	*** TEMPORARY PIPE (24")	125 LF	22.31	2,788.75
0134	6046000000-E	1636	TEMPORARY PIPE FOR STREAM CROSSING	60 LF	40.69	2,441.40
0135	6070000000-N	1639	SPECIAL STILLING BASINS	16 EA	1,001.51	16,024.16
0136	6071012000-E	SP	COIR FIBER WATTLE	450 LF	9.52	4,284.00
0137	6071020000-E	SP	POLYACRYLAMIDE (PAM)	525 LB	8.83	4,635.75
0138	6071030000-E	1640	COIR FIBER BAFFLE	3,000 LF	5.22	15,660.00
0139	6071050000-E	SP	*** SKIMMER (1-1/2")	18 EA	819.94	14,758.92
0140	6071050000-E	SP	*** SKIMMER (2")	1 EA	1,041.32	1,041.32
0141	6084000000-E	1660	SEEDING & MULCHING	70 ACR	1,729.13	121,039.10
0142	6087000000-E	1660	MOWING	50 ACR	159.62	7,981.00
0143	6090000000-E	1661	SEED FOR REPAIR SEEDING	900 LB	3.19	2,871.00
0144	6093000000-E	1661	FERTILIZER FOR REPAIR SEEDING	3 TON	904.47	2,713.41
0145	6096000000-E	1662	SEED FOR SUPPLEMENTAL SEEDING	1,725 LB	4.17	7,193.25
0146	6108000000-E	1665	FERTILIZER TOPDRESSING	50 TON	843.82	42,191.00
0147	6111000000-E	SP	IMPERVIOUS DIKE	775 LF	33.95	26,311.25
0148	6114500000-N	1667	SPECIALIZED HAND MOWING	10 MHR	80.87	808.70
0149	6117000000-N	SP	RESPONSE FOR EROSION CONTROL	100 EA	159.62	15,962.00
0150	6123000000-E	1670	REFORESTATION	12 ACR	936.39	11,236.68

Contract Item Sheets For C203163

Line #	ItemNumber	Sec #	Description	Quantity Unit	Unit Bid Price	Amount Bid
0151	6126000000-E	SP	STREAMBANK REFORESTATION	0.14 ACR	15,961.19	2,234.57
0152	6132000000-N	SP	GENERIC EROSION CONTROL ITEM LOG	6 EA	532.04	3,192.24
0153	6135000000-E	SP	GENERIC EROSION CONTROL ITEM COMPOST BLANKET	10 ACR	6,169.32	61,693.20

***** BEGIN SCHEDULE AA *****
 ***** (2 ALTERNATES) *****

0154 AA1	0106000000-E	230	BORROW EXCAVATION	205,600 CY	3.68	756,608.00
0155 AA1	1121000000-E	520	AGGREGATE BASE COURSE	20,225 TON	22.20	448,995.00
0156 AA1	1275000000-E	600	PRIME COAT	14,535.5 GAL	5.32	77,328.86
0157 AA1	1489000000-E	610	ASPHALT CONC BASE COURSE, TYPE B25.0B	6,900 TON	53.20	367,080.00
0158 AA1	1498000000-E	610	ASPHALT CONC INTERMEDIATE COURSE, TYPE I19.0B	5,730 TON	55.33	317,040.90
0159 AA1	1575000000-E	620	ASPHALT BINDER FOR PLANT MIX	1,910 TON	633.13	1,209,278.30
*** OR ***						
0160 AA2	0106000000-E	230	BORROW EXCAVATION	221,900 CY		
0161 AA2	1121000000-E	520	AGGREGATE BASE COURSE	1,025 TON		
0162 AA2	1489000000-E	610	ASPHALT CONC BASE COURSE, TYPE B25.0B	18,430 TON		
0163 AA2	1575000000-E	620	ASPHALT BINDER FOR PLANT MIX	2,140 TON		

***** END SCHEDULE AA *****

TOTAL AMOUNT OF BID FOR ENTIRE PROJECT

\$8,924,649.38

Contract No. C203163
County BRUNSWICK

Rev. 5-19-11

**EXECUTION OF CONTRACT
NON-COLLUSION AFFIDAVIT, DEBARMENT CERTIFICATION AND GIFT BAN CERTIFICATION**

CORPORATION

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

By submitting this Execution of Contract, Non-Collusion Affidavit and Debarment Certification, the Contractor is certifying his status under penalty of perjury under the laws of the United States in accordance with the Debarment Certification attached, provided that the Debarment Certification also includes any required statements concerning exceptions that are applicable.

N.C.G.S. § 133-32 and Executive Order 24 prohibit the offer to, or acceptance by, any State Employee of any gift from anyone with a contract with the State, or from any person seeking to do business with the State. By execution of any response in this procurement, you attest, for your entire organization and its employees or agents, that you are not aware that any such gift has been offered, accepted, or promised by any employees of your organization.

SIGNATURE OF CONTRACTOR

A.O. HARDEE & SON, INC

Full name of Corporation

55 PARK STREET ECT. LITTLE RIVER, SC 29566

Address as Prequalified

Attest Lynda C. Hardee
~~Secretary/Assistant Secretary~~
Select appropriate title

By Benjy Hardee
~~President/Vice President/Assistant Vice President~~
Select appropriate title

LYNDA C. HARDEE
Print or type Signer's name

BENJY HARDEE
Print or type Signer's name

CORPORATE SEAL

AFFIDAVIT MUST BE NOTARIZED

Subscribed and sworn to before me this the

15th day of JANUARY 2014.

Kimberly P. Davis
Signature of Notary Public

NOTARY SEAL

of Henry County

State of South Carolina

My Commission Expires: April 19, 2016

DEBARMENT CERTIFICATION

Conditions for certification:

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

DEBARMENT CERTIFICATION

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

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

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

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

☐

Check here if an explanation is attached to this certification.

Contract No. **C203163**

County (ies): **Brunswick**

ACCEPTED BY THE
DEPARTMENT OF TRANSPORTATION



Contract Officer



Date

Execution of Contract and Bonds
Approved as to Form:



Attorney General

Signature Sheet (Bid - Acceptance by Department)

Bond No. 929585964

Contract No. C203163
County Brunswick

Rev 5-17-11

CONTRACT PAYMENT BOND

Date of Payment Bond Execution January 14, 2014

Name of Principal Contractor A. O. Hardee & Son, Inc.

Name of Surety: Western Surety Company

Name of Contracting Body: North Carolina Department of Transportation
Raleigh, North Carolina

Amount of Bond: (\$8,924,649.38) Eight Million Nine Hundred Twenty Four
Thousand Six Hundred Forty Nine Dollars and 38/100

Contract ID No.: C203163

County Name: Brunswick

KNOW ALL MEN BY THESE PRESENTS, That we, the PRINCIPAL CONTRACTOR (hereafter, PRINCIPAL) and SURETY above named, are held and firmly bound unto the above named Contracting Body, hereinafter called the Contracting Body, in the penal sum of the amount stated above for the payment of which sum well and truly to be made, we bind ourselves, our heirs, executors, administrators, and successors, jointly and severally, firmly by these presents.

THE CONDITION OF THIS OBLIGATION IS SUCH, that whereas the principal entered into a certain contract with the Contracting Body, numbered as shown above and hereto attached:

NOW THEREFORE, if the principal shall promptly make payment to all persons supplying labor and material in the prosecution of the work provided for in said contract, and any and all duly authorized modifications of said contract that may hereafter be made, notice of which modifications to the surety being hereby waived, then this obligation to be void; otherwise to remain in full force and virtue.

IN WITNESS WHEREOF, the above-bound parties have executed this instrument under their several seals on the date indicated above, the name and corporate seal of each corporate party being hereto affixed and these presents duly signed by its undersigned representative, pursuant to authority of its governing body.

Contract No. C203163
County Brunswick

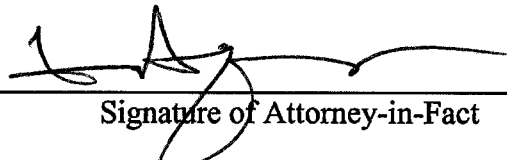
Rev 5-17-11

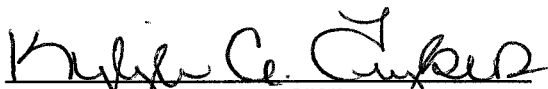
CONTRACT PAYMENT BOND

Affix Seal of Surety Company

Western Surety Company
Print or type Surety Company Name

By Frank W. Hafner, Jr.
Print, stamp or type name of Attorney-in-Fact


Signature of Attorney-in-Fact


Signature of Witness

Kyleigh C. Trybus
Print or type Signer's name

P.O. Box 8628

Columbia, SC 29202
Address of Attorney-in-Fact

Contract No. C203163
County Brunswick

Rev 5-17-11

CONTRACT PAYMENT BOND

CORPORATION

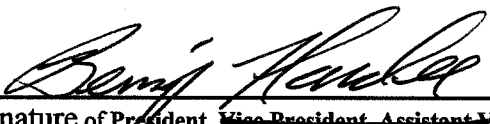
SIGNATURE OF CONTRACTOR (Principal)

A. O. Hardee & Son, Inc.

Full name of Corporation

55 Park Street Extension, Little River, SC 29566

Address as prequalified

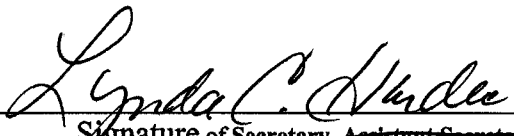
By ☒ 
Signature of President, ~~Vice President, Assistant Vice President~~
Select appropriate title

BENJ HARDEE

Print or type Signer's name

Affix Corporate Seal

Attest


Signature of Secretary, ~~Assistant Secretary~~
Select appropriate title

LYNDA C. HARDEE

Print or type Signer's name

Contract No. C203163
County Brunswick

CONTRACT PERFORMANCE BOND

Date of Performance Bond Execution: January 14, 2014

Name of Principal Contractor: A. O. Hardee & Son, Inc.

Name of Surety: Western Surety Company

Name of Contracting Body: North Carolina Department of Transportation
Raleigh, North Carolina

Amount of Bond: (\$8,924,649.38) Eight Million Nine Hundred Twenty Four
Thousand Six Hundred Forty Nine Dollars and 38/100

Contract ID No.: C203163

County Name: Brunswick

KNOW ALL MEN BY THESE PRESENTS, That we, the PRINCIPAL CONTRACTOR (hereafter, PRINCIPAL) and SURETY above named, are held and firmly bound unto the above named Contracting Body, hereinafter called the Contracting Body, in the penal sum of the amount stated above for the payment of which sum well and truly to be made, we bind ourselves, our heirs, executors, administrators, and successors, jointly and severally, firmly by these presents.

THE CONDITION OF THIS OBLIGATION IS SUCH, that whereas the principal entered into a certain contract with the Contracting Body, numbered as shown above and hereto attached:

NOW THEREFORE, if the principal shall well and truly perform and fulfill all the undertakings, covenants, terms, conditions, and agreements of said contract during the original term of said contract and any extensions thereof that may be granted by the Contracting Body, with or without notice to the Surety, and during the life of any guaranty required under the contract, and shall also well and truly perform and fulfill all the undertakings, covenants, terms, conditions, and agreements of any and all duly authorized modifications of said contract that may hereafter be made, notice of which modifications to the surety being hereby waived, then this obligation to be void; otherwise to remain in full force and virtue.

IN WITNESS WHEREOF, the above-bound parties have executed this instrument under their several seals on the date indicated above, the name and corporate seal of each corporate party being hereto affixed and these presents duly signed by its undersigned representative, pursuant to authority of its governing body.

Contract No. C203163
County Brunswick

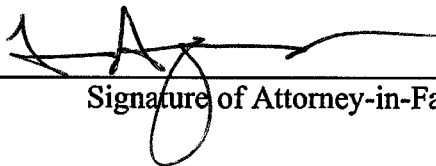
Rev 5-17-11

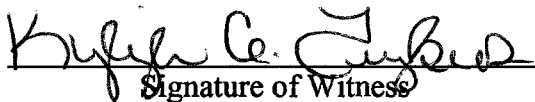
CONTRACT PERFORMANCE BOND

Affix Seal of Surety Company

Western Surety Company
Print or type Surety Company Name

By Frank W. Hafner, Jr.
Print, stamp or type name of Attorney-in-Fact


Signature of Attorney-in-Fact


Signature of Witness

Kyleigh C. Trybus
Print or type Signer's name

P.O. Box 8628
Columbia, SC 29202
Address of Attorney-in-Fact

Contract No. C203163
County Brunswick

Rev 5-17-11

CONTRACT PERFORMANCE BOND

CORPORATION

SIGNATURE OF CONTRACTOR (Principal)

A. O. Hardee & Son, Inc.
Full name of Corporation

55 Park Street Extension, Little River, SC 29566
Address as prequalified

By (x) Benj Hardee
Signature of President, ~~Vice President~~, Assistant ~~Vice President~~
Select appropriate title

BENJY HARDEE
Print or type Signer's name

Affix Corporate Seal

Attest Lynda C. Hardee
Signature of Secretary, ~~Assistant Secretary~~
Select appropriate title

LYNDA C. HARDEE
Print or type Signer's name

Western Surety Company

POWER OF ATTORNEY APPOINTING INDIVIDUAL ATTORNEY-IN-FACT

Know All Men By These Presents, That WESTERN SURETY COMPANY, a South Dakota corporation, is a duly organized and existing corporation having its principal office in the City of Sioux Falls, and State of South Dakota, and that it does by virtue of the signature and seal herein affixed hereby make, constitute and appoint

Frank W Hafner Jr, Della B Case, Duainette H Cullum, Alfred T Johnson, Wesley V Dasher Jr, Marian C Newman, Adrian C Burchett, Individually

of Columbia, SC, its true and lawful Attorney(s)-in-Fact with full power and authority hereby conferred to sign, seal and execute for and on its behalf bonds, undertakings and other obligatory instruments of similar nature

- In Unlimited Amounts -

and to bind it thereby as fully and to the same extent as if such instruments were signed by a duly authorized officer of the corporation and all the acts of said Attorney, pursuant to the authority hereby given, are hereby ratified and confirmed.

This Power of Attorney is made and executed pursuant to and by authority of the By-Law printed on the reverse hereof, duly adopted, as indicated, by the shareholders of the corporation.

In Witness Whereof, WESTERN SURETY COMPANY has caused these presents to be signed by its Vice President and its corporate seal to be hereto affixed on this 19th day of August, 2013.



WESTERN SURETY COMPANY

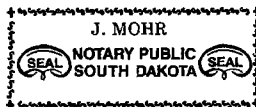
Paul T. Bruflat, Vice President

State of South Dakota }
County of Minnehaha } ss

On this 19th day of August, 2013, before me personally came Paul T. Bruflat, to me known, who, being by me duly sworn, did depose and say: that he resides in the City of Sioux Falls, State of South Dakota; that he is the Vice President of WESTERN SURETY COMPANY described in and which executed the above instrument; that he knows the seal of said corporation; that the seal affixed to the said instrument is such corporate seal; that it was so affixed pursuant to authority given by the Board of Directors of said corporation and that he signed his name thereto pursuant to like authority, and acknowledges same to be the act and deed of said corporation.

My commission expires

June 23, 2015



J. Mohr, Notary Public

CERTIFICATE

I, L. Nelson, Assistant Secretary of WESTERN SURETY COMPANY do hereby certify that the Power of Attorney hereinabove set forth is still in force, and further certify that the By-Law of the corporation printed on the reverse hereof is still in force. In testimony whereof I have hereunto subscribed my name and affixed the seal of the said corporation this 14th day of January 2014.



WESTERN SURETY COMPANY

L. Nelson, Assistant Secretary

Authorizing By-Law

ADOPTED BY THE SHAREHOLDERS OF WESTERN SURETY COMPANY

This Power of Attorney is made and executed pursuant to and by authority of the following By-Law duly adopted by the shareholders of the Company.

Section 7. All bonds, policies, undertakings, Powers of Attorney, or other obligations of the corporation shall be executed in the corporate name of the Company by the President, Secretary, and Assistant Secretary, Treasurer, or any Vice President, or by such other officers as the Board of Directors may authorize. The President, any Vice President, Secretary, any Assistant Secretary, or the Treasurer may appoint Attorneys in Fact or agents who shall have authority to issue bonds, policies, or undertakings in the name of the Company. The corporate seal is not necessary for the validity of any bonds, policies, undertakings, Powers of Attorney or other obligations of the corporation. The signature of any such officer and the corporate seal may be printed by facsimile.