



STATE OF NORTH CAROLINA
DEPARTMENT OF TRANSPORTATION

BEVERLY EAVES PERDUE
GOVERNOR

EUGENE A. CONTI, JR.
SECRETARY

March 10, 2010

Addendum No. 1

RE: Contract Number: C 202381
TIP Number: EB-4993
County: Johnston
Project Description: Neuse River Greenway from Wake/Johnston County Line to Sam's Branch Creek in Johnston County

May 6, 2010 Letting

To Whom It May Concern:

Reference is made to the Final Request for Proposals recently furnished to you on the above project. We have since incorporated changes, and have attached a copy of Addendum No. 1 for your information. Please note that all revisions have been highlighted in gray and are as follows:

Both pages of the Table of Contents have been revised. Please void these two pages in your RFP and staple the revised two pages of the Table of Contents thereto.

On page 1, *Contract Time and Liquidated Damages* has been revised. Please void Page No. 1 in your proposal and staple the revised Page No. 1 thereto.

On page 7, *Schedule of Estimated Completion Progress* has been revised. Please void Page No. 7 in your proposal and staple the revised Page No. 7 thereto.

On page 26, *Erosion & Sediment Control/Stormwater Certification* has been revised. Please void Page No. 26 in your proposal and staple the revised Page No. 26 thereto.

On page 50, *Timber Structures* has been revised. Please void Page No. 50 in your proposal and staple the revised Page No. 50 thereto.

On pages 66 and 68, the *GREENWAY SCOPE OF WORK* has been revised. Please void Page Nos. 66 and 68 in your proposal and staple the revised Page Nos. 66 and 68 thereto.

On page 71, the *HYDRAULICS SCOPE OF WORK* has been revised. Please void Page No. 71 in your proposal and staple the revised Page No. 71 thereto.

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On page 87, the *EROSION AND SEDIMENTATION CONTROL SCOPE OF WORK* has been revised. Please void Page No. 87 in your proposal and staple the revised Page No. 87 thereto.

On page 89, the *ENVIRONMENTAL PERMITS SCOPE OF WORK* has been revised. Please void Page No. 89 in your proposal and staple the revised Page 89 thereto.

If you have any questions or need additional information, I can be reached by telephone at (919) 250-4124.

Sincerely,


R.A. Garris, P.E.
Contract Officer

RAG/NMH

cc: Mr. Jon Nance, PE
Ms. Deborah Barbour, PE
Mr. Victor Barbour, PE (w/)
Mr. Art McMillan, PE (w/)
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Mr. Brian Hanks, PE (Structures)
Ms. Marsha Sample (w/)
Ms. Teresa Bruton, PE (w/4)
Mr. Ray McIntyre, PE
TRC Members (w/)

TABLE OF CONTENTS**COVER SHEET****PROPOSAL SHEETS**

PROJECT SPECIAL PROVISIONS (GREEN SHEETS)	<i>PAGE NO.</i>
Contract Time and Liquidated Damages	1
Other Liquidated Damages and Incentives	1
Progress Schedule	1
Mobilization	3
Submittal of Quantities, Fuel Base Index Price and Opt-Out Option	3
Execution of Bid, Non-Collusion Affidavit, Debarment Certification & Gift Ban Certification ..	5
Submission of Design-Build Proposal	5
Confidential Questions	6
Value Analysis	6
Schedule of Estimated Completion Progress	7
Revisions to FHWA 1273 Concerning Personal Information on Payroll Submissions ..	7
Disadvantaged Business Enterprise	7
Certification for Federal-Aid Contracts	18
Required Contract Provisions for ARRA	18
U. S. Department of Transportation Hotline	19
Subsurface Information	20
Cooperation Between Contractors	20
Bid Documentation	20
Twelve Month Guarantee	23
Outsourcing Outside the U.S.A.	24
SHPO Documentation for Borrow / Waste Sites	24
Erosion & Sediment Control / Stormwater Certification	25
Procedure for Monitoring Borrow Pit Discharge	30
Culvert Pipe	32
Drainage Pipe	33
Pipe Installation and Pipe Culverts	34
Price Adjustments for Asphalt Binder	40
Price Adjustments – Asphalt Concrete Plant Mix	40
Prefabricated Pedestrian Bridge	40
Timber Structures	47
GENERAL (GREEN SHEETS)	52
SCOPES OF WORK (GREEN SHEETS)	
Greenway	66
Structures	70

Hydraulics71
 Geotechnical Engineering.....72
 Traffic Management.....76
 Erosion and Sedimentation Control.....82
 Environmental Permits.....88

STANDARD SPECIAL PROVISIONS (YELLOW SHEETS)

Liability Insurance90
 Plant and Pest Quarantines.....91
 Contractor Claim Submittal Form91
 Gifts from Vendors and Contractors.....92
 Embankments.....92
 Aggregate Subgrade.....93
 Aggregate Base Course.....93
 Asphalt Pavements – Superpave.....94
 Asphalt Binder Content of Asphalt Plant Mixes.....108
 Street Signs and Markers and Route Markers.....108
 Steel U-Channel Posts.....109
 Galvanized High Strength Bolts, Nuts and Washers109
 Aggregate Production110
 Portland Concrete Cement (Alkali-Silica Reaction).....110
 Concrete Brick and Block Production110
 Engineering Fabrics Table 1056-1.....111
 Qualification of Welds and Procedures111
 Paint Sampling and Testing111
 Portable Concrete Barrier112
 Changeable Message Signs.....112
 On-the-Job Training.....112
 Availability of Funds – Termination of Contracts.....115
 NCDOT General Seed Specification for Seed Quality.....116
 Errata.....119
 Award of Contract.....123
 Minority and Female Employment Requirements.....124
 Required Contract Provisions Federal-Aid Construction Contracts.....127
 General Decision Wages.....137
 Division One141

PROPOSAL FORMS - ITEMIZED SHEET, ETC.

Itemized Proposal Sheet (WHITE SHEET)
 Fuel Usage Factor Chart and Estimate of Quantities (WHITE SHEET)
 Listing of DBE Subcontractors (YELLOW SHEET)
 Execution of Bid, Non-Collusion Affidavit, Debarment Certification and Gift Ban
 Certification (YELLOW SHEETS)
 Signature Sheet (YELLOW SHEET)

***** PROJECT SPECIAL PROVISIONS *****

CONTRACT TIME AND LIQUIDATED DAMAGES

07/12/07

DB1 G04A

The date of availability for this contract is **May 31, 2010**, except that the Design-Build Team shall not begin ground disturbing activities, including utility relocations and tree harvesting, (this does not include permitted investigative borings covered under a Nationwide Permit No. 6) until a meeting is held between the NCDOT, the regulatory agencies and the Design-Build Team; and the required permits have been acquired, as stipulated in the Environmental Permits Scope of Work contained elsewhere in this Request for Proposals (RFP). The Design-Build Team shall consider this factor in determining the proposed completion date for this project.

The completion date for this contract is defined as the date proposed in the Technical Proposal by the proposer who is awarded the project. The completion date thus proposed shall not be later than **November 1, 2011**.

When observation periods are required by the special provisions, they are not a part of the work to be completed by the completion date and/or intermediate contract times. Should an observation period extend beyond the final completion date, the acceptable completion of the observation period shall be a part of the work covered by the performance and payment bonds.

The liquidated damages for this contract are **Eight Hundred Dollars (\$ 800.00)** per calendar day.

OTHER LIQUIDATED DAMAGES AND INCENTIVES

(3/22/07) (Rev. 02/14/08)

DB1 G11

Two intermediate contract times and associated liquidated damages apply to narrowing or closing a lane on SR 1700. Intermediate Contract Time #1 addresses lane narrowing or closure time of day restrictions. Intermediate Contract Time #2 addresses lane narrowing or closure duration restrictions. **Refer to the Traffic Management Scope of Work for more information on the these intermediate contract times and associated liquidated damages.**

PROGRESS SCHEDULE

(07/29/09)

DB1 G12

Revise the 2006 *Standard Specifications for Roads and Structures* as follows:

Page 1-72, Article 108-2 Progress Schedule, delete in its entirety and replace with the following:

The Design-Build Team shall prepare and submit for review and approval a schedule of proposed working progress. This schedule shall be submitted on forms supplied by the Engineer or in a format that is approved by the Engineer. A detailed Critical Path Method (CPM) schedule shall not be submitted to replace the progress schedule details required below.

SCHEDULE OF ESTIMATED COMPLETION PROGRESS

(07-15-08)

DB1 G58

The Design-Build Team's attention is directed to the Standard Special Provision entitled "Availability of Funds - Termination of Contracts" included elsewhere in this RFP. 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 (Dollar Value)</u>
2010 (07/01/09 – 06/30/10)	3 % of Total Amount Bid
2011 (07/01/10 – 06/30/11)	79 % of Total Amount Bid
2012 (07/01/11 – 06/30/12)	18 % of Total Amount Bid

The Design-Build Team shall also furnish its own progress schedule in accordance with Project Special Provision entitled "Progress Schedule" (found elsewhere in this RFP). Any acceleration of the progress as shown by the Design-Build Team's progress schedule over the progress as shown above shall be subject to the approval of the Engineer.

REVISION TO FHWA-1273 CONCERNING PERSONAL INFORMATION ON PAYROLL SUBMISSIONS:

(1-20-09)

DB1G59

Revise the *Standard Special Provision FHWA-1273 Required Contract Provisions Federal-Aid Construction Contracts* as follows:

Section V, Paragraph 2b is replaced with the following:

The payroll records shall contain the name, and the last four digits of the social security number of each such employee, his or her correct classification; hourly rates of wages paid (including rates of contributions or costs anticipated for bona fide fringe benefits or cash equivalent thereof the types described in Section 1(b)(2)(B) of the Davis Bacon Act); daily and weekly number of hours worked; deductions made; and actual wages paid.

DISADVANTAGED BUSINESS ENTERPRISE

(10-29-09)

DB1 G61

Policy

It is the policy of the North Carolina Department of Transportation that Disadvantaged Business Enterprises (DBEs) as defined in *49 CFR Part 26* shall have the equal opportunity to compete fairly for and to participate in the performance of contracts financed in whole or in part by Federal Funds.

Roles and Responsibilities

- (A) *Certified Supervisor* - The Certified Supervisor shall be **Level II and responsible** for ensuring erosion and sediment control / stormwater is adequately implemented and maintained on the project and conducting the quality control program. The Certified Supervisor shall be on the project within 24 hours from initial exposure of an erodible surface to the project's final acceptance when questions or concerns arise with erosion and sedimentation control / stormwater issues. Perform the following duties:
- (1)
 - (a) **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.
 - (b) Oversee the work of subcontractors so that appropriate erosion and sediment control / stormwater preventive measures are conformed to at each stage of the work.
 - (c) Prepare the required weekly erosion control punchlist and submit to the Engineer.
 - (d) Attend all weekly or monthly construction meetings to discuss the findings of the NPDES inspection and other related issues.
 - (e) Implement the erosion and sediment control / stormwater site plans requested.
 - (f) Provide for erosion and sediment control / stormwater methods for the Design-Build Team'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.
 - (g) Acquire applicable permits and comply with requirements for borrow pits, dewatering, and any temporary work conducted by the Design-Build Team in jurisdictional areas.
 - (h) Conduct all erosion and sediment control / stormwater work in a timely and workmanlike manner.
 - (i) Fully install erosion and sediment control / stormwater work prior to suspension of the work.
 - (j) Coordinate with Department, Federal, State and Local Regulatory agencies on resolution of erosion and sediment control / stormwater issues due to the Design-Build Team's operations.
 - (k) Ensure that proper cleanup occurs from vehicle tracking on paved surfaces and / or any location where sediment leaves the Right-of-Way.
 - (l) Have available a set of erosion control plans that has been 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 permit outlines certain objectives and management measures pertaining to

design submittal. Information as to bridge support reactions and anchor bolt locations will be furnished by the bridge manufacturer after receipt of order and after the bridge design is complete. Unless specified otherwise, the bridge manufacturer shall determine the number, diameter, minimum grade, and finish of all anchor bolts. The anchor bolts shall be designed to resist all horizontal and uplift forces to be transferred by the superstructure to the supporting foundations. The Design-Build Team shall provide all materials for (including anchor bolts) and construction of the bridge supporting foundations. The Design-Build Team shall install the anchor bolts in accordance with the manufacturer's anchor bolt spacing dimensions.

Submittals

Schematic drawings and diagrams for the bridge/boardwalk superstructure, substructure, and foundations shall be submitted to the NCDOT for review. Submittal drawings shall be unique drawings, prepared to illustrate the specific portion of the work to be done. All relative design information such as member sizes, bridge reactions, and general notes shall be clearly specified on the drawings. Drawings shall have cross-referenced details and sheet numbers. All drawings shall be signed and sealed by a Professional Engineer who is licensed in North Carolina.

Structural calculations and special provisions for the bridge/boardwalk superstructure, substructure, and foundations shall be submitted to the NCDOT for review. All calculations shall be signed and sealed by a Professional Engineer who is licensed in North Carolina. The calculations shall include all design information necessary to determine the structural adequacy of the bridge and all of its components.

Delivery and Erection

The prefabricated wood bridge manufacturer shall provide detailed, written instruction in the proper lifting procedures and splicing procedures (if required). The method and sequence of erection shall be the responsibility of the Design-Build Team. The bridge manufacturer shall provide written inspection and maintenance procedures to be followed by the bridge owner.

Bearings

Bridge bearings, as required, shall consist of a steel setting or slide plate placed on the abutment or grout pad. The bridge bearing plate, which is attached to the bridge structure, shall bear on this setting plate. One end of the bridge will be fixed by fully tightening the nuts on the anchor bolts at that end. The opposite end will have finger tight only nuts to allow movement under thermal expansion or contraction.

The bridge bearings shall sit in a recessed pocket on the concrete abutment. Minimum 28-day strength for the abutment concrete shall be 3,000 PSI. The bearing seat shall be a minimum of 16" wide. The step height (from bottom of bearing to top-of-deck) shall be determined by the bridge manufacturer.

GREENWAY SCOPE OF WORK (3-10-10)

- For the purposes of this scope, greenways and multi-use paths shall be considered synonymous.
- The Design-Build Team shall design and construct a ten-foot wide paved multi-use greenway, parallel to the Neuse River, from the Wake/Johnston County Line to Sam's Branch Creek. The Greenway alignment shall cross under Covered Bridge Road and shall not use Covered Bridge Road for any portion of the alignment. Pedestrian crossings of the Neuse River and Marks Creek shall be required. This greenway shall be designed in compliance with the Americans with Disabilities Act of 1990 (ADA). The Design-Build Team shall design the greenway in accordance with the 1999 AASHTO Guide for the Development of Bicycle Facilities, with the exception of grades. To the greatest extent practicable, the Design-Build Team shall limit sustained grades to two percent, with a maximum desirable grade of five percent. If the Design-Build Team can demonstrate extreme need outside of these parameters, then the grade restrictions and grade lengths shown in the 1999 AASHTO Guide for the Development of Bicycle Facilities can be used.
- The Design-Build Team shall provide an ADA compliant access ramp to the Greenway from the existing pump station drive off Covered Bridge Road.
- The Design-Build Team shall design the Greenway to allow a small ambulance access to, and egress from, the Neuse River pedestrian bridge.
- Perform clearing and grubbing on this project for a distance of five feet on either side of the Greenway. Trees greater than 15" in diameter may remain, provided they are at least 2 feet clear of the Greenway. A 10-foot vertical clearance from the Greenway to the tree canopy shall also be provided. The Greenway shoulders shall be graded to drain and seeded in accordance with the 2006 NCDOT *Standard Specifications for Roads and Structures* and this RFP.
- The Design-Build Team shall be responsible for all permits and fees (unless otherwise stated herein), and shall adhere to all environmental permit requirements.
- To the greatest extent practicable, the greenway shall be designed and constructed within the easements noted herein.
- The Design-Build Team shall be responsible for adjusting the elevations of any manholes that may be located within the Greenway. For manholes located outside the Greenway, horizontal offset to those manholes shall follow AASHTO guidelines for minimum clearance.
- Any damage to the Town of Clayton's existing sewer line caused by the Design-Build Team shall be repaired by the Design-Build Team at no cost to the Department or the Town of Clayton.
- The Design-Build Team shall connect to the southern end of the existing Riverwood Greenway and shall tie into the northern portion of the existing Riverwood Greenway.
- The Design-Build Team shall include in their Price Proposal resurfacing/replacing a total of approximately 250', divided into six sections of the existing Greenway at the Riverwood subdivision. The approximate locations have been provided by the Department with a letter dated March 10, 2010 and have also been field marked by the Town of Clayton. This shall include, but not be limited to, fine grading shoulders to drain, and seeding in accordance with the 2006 NCDOT *Standard Specifications for Roads and Structures* and this RFP.
- The Design-Build Team shall include in their Technical Proposal construction staging areas and access routes to the project location. Neither the Town of Clayton nor the NCDOT will be responsible for acquiring any additional right of way to allow for these staging areas or access routes.

2. Option to Purchase Agreement, Parcel #16I03028 (House Property): Option to convert the existing 20' sewer easement to greenway use, plus a 10' TCE was executed on October 26, 2009. The greenway shall be constructed within this existing easement to the greatest extent possible.

It is expected that additional right of way will be needed on the two parcels shown above in order to route the greenway around existing raised manholes within the current 20' sewer easement. The Design-Build Team shall delineate the additional takes for the Town of Clayton and the Department's review and acceptance. The Town of Clayton will then acquire this right of way as necessary.

- The Town of Clayton has also acquired the following:
 1. Option to Purchase Agreement, Parcel #16I03028C (Sorrell Property): Option to acquire a 40' easement (10' additional width on each side of the existing sewer easement) plus a 10' TCE, was executed November 16, 2009.
- The Town of Clayton is currently pursuing five other properties as shown below:
 1. Parcel #16I02018WC (Romaine/Watkins/Chin Property): In negotiation with Wake County to have the easement rights assigned to the Town of Clayton. A Right of Entry signed January 5, 2010 has been issued in the interim.
 2. Parcel # 16I02027 (State of North Carolina Property): A blanket easement agreement has been approved by the Town of Clayton and is currently being processed by NCDENR for approval by Council of State. A Right of Entry signed December 10, 2009 has been issued in the interim.
 3. Parcel # 16I02028L (Riverwood on the Neuse LLC Property): Agreement to grant an easement over the existing greenway section is held by the Town of Clayton and is awaiting approval.
 4. Parcel #16I03029 (Massey Property): Option to Purchase Agreement underway for an 80' easement parallel to the river bank.
 5. Parcel # 05H02015 (Adams Property): The Town Attorney has prepared and tendered a final offer. An 80' easement parallel to the river bank has been requested.

SIGNING AND PAVEMENT MARKINGS

The Design-Build Team shall be responsible for designing fabricating and installing signing and providing pavement markings along the greenway and, if applicable, -Y- lines in accordance with Part 9 of the *2009 Manual on Uniform Traffic Control Devices*. At a minimum, the Design-Build Team shall provide signing at the beginning and end of the proposed Greenway, and also at the private intersections along the Riverwood on the Neuse LLC property. The Design-Build Team shall include in their Technical Proposal the proposed signing and pavement marking details and materials.

HYDRAULICS SCOPE OF WORK (3-10-10)

The Design-Build Team shall be required to do the following:

- Employ a private engineering firm to perform hydraulic design for all work required under this contract. The private engineering firm must be prequalified for Hydraulic Design work under the Hydraulic Unit's normal prequalification procedures.
- Hold a pre-design meeting with the Transportation Program Management Director and Hydraulic Review Engineer upon acceptance of the Preliminary Greenway Plans.
- Design the Storm Drainage using Geopak Drainage.
- Provide Bridge Survey Reports to allow for one foot freeboard above the base flood elevation for both the main span over the Neuse River and the main span over Marks Creek as requested by the Town of Clayton for FEMA submittal.
- Prepare a CLOMR package as applicable for increases to base flood elevation for any regulated streams impacted by the design for the Department's submittal to FEMA. No construction activity shall occur in FEMA regulated floodplains prior to the CLOMR approval by FEMA. The Department will be responsible for all associated fees.
- Prepare LOMR packages for any regulated CLOMRs for the Department's submittal to FEMA after the project is completed or after construction in the impacted floodplains is completed. The Department will be responsible for all associated fees.
- Provide sealed As-Built Plans after construction of structures in FEMA regulated floodplains.
- Prepare the permit drawings and impact summary sheets for submittal of the USACE Section 404 Permit and NCDWQ Section 401 applications.

General

- Design in accordance with criteria provided in the North Carolina Division of Highways *Guidelines for Drainage Studies and Hydraulics Design-1999* and the addendum *Handbook of Design for Highway Drainage Studies-1973*, North Carolina Department of Transportation "Stormwater Best Management Practices Toolbox – 2008" and the North Carolina Division of Highways Hydraulics Unit website:

<http://www.ncdot.org/doh/preconstruct/highway/hydro/>

O. Prior to installation of any erosion control devices, the Design-Build Team shall verify boundaries of jurisdictional areas in the field and delineated with Safety Fence.

P. Once RFC Erosion and Sedimentation Control Plans are issued, any major design change or addition, any change that involves calculations, and any addition, deletion, or relocation of a sediment basin shall be submitted to the NCDOT REU for review and acceptance. Minor changes such as moving silt fence, adding or moving temporary ditches (unless adding new flow to a sediment basin), and adding or moving slope drains shall be reviewed by the Engineer in the field.

EROSION CONTROL LIQUIDATED DAMAGES

The Design-Build Team shall observe and comply with Federal and State Laws, Local Laws, Ordinances, and Regulations; as well as Orders and Decrees of Bodies having any jurisdiction or authority in accordance with Section 107 of the 2006 *Standard Specifications for Roads and Structures*.

The Design-Build Team shall take all reasonable precautions to comply with all regulations of all authorities having jurisdiction over public and private land governing the protection of erosion and sedimentation. Any fines, remediation required or charges levied against the Department for failing to comply with all rules and regulations concerning erosion and sediment control, due to the Design-Build Team's negligence, carelessness, or failure to implement the Erosion and Sedimentation Control Plans and Specifications; or failure to maintain an approved Storm Water Pollution Prevention Plan (SWPPP), regardless of absence of neglect, shall be deducted from monies due the Design-Build Team. In addition to said fines, remediation required, or charges levied, any associated engineering costs or actions taken by the Department in order for the Department to comply with rules and regulations, as a result of the Design-Build Team's negligence, carelessness, or failure to implement the Erosion and Sedimentation Control Plans and Specifications; and / or the SWPPP, regardless of absence of neglect, shall be deducted from the monies due to the Design-Build Team.

OPEN BURNING

Open burning shall not be permitted on any portion of the right of way limits established for this project. The Design-Build Team shall not burn the clearing, grubbing or demolition debris designated for disposal and generated from the project at locations within the project limits, off the project limits or at any waste or borrow sites in Johnston County. The Design-Build Team shall dispose of the clearing, grubbing and demolition debris by means other than burning and in accordance with state and local rules and regulations.

Upon completion of the permit application package, the Design-Build Team shall forward the package to the Design-Build Office, Resident Engineer, Division Environmental Officer (DEO), Hydraulics and PDEA-NEU concurrently for review and acceptance. The Department will subsequently forward the package to the appropriate agencies for approval.

Any temporary construction measures, including de-watering, construction access, etc. shall be addressed in the permit application. Impacts that result from so-called temporary measures may not be judged to be temporary impacts by the agencies.

Agency review time will be approximately 60 days from receipt of a “complete” package.

Mitigation Responsibilities

As required by the NEPA process and the USACE/EPA Section 404 B1 Guidelines, to offset potential wetland, stream, and buffer impacts, staff of the PDEA-NEU’s Indirect and Cumulative Impact Group has reviewed the project corridor and found no potential on-site mitigation opportunities.

The Department has arranged for compensatory mitigation of 410 LF of stream impacts through the NCDOT Debit Ledger, and for compensatory mitigation of 0.78 feet/acres of Riparian Wetlands through the Ecosystem Enhancement Program. The Design-Build Team will not be responsible for any portion of the work performed at these mitigation sites.

Should additional jurisdictional impacts (beyond those noted above) result from revised design/construction details, obtaining suitable compensatory mitigation for wetlands, and/or streams shall be the sole responsibility of the Design-Build Team.

Any new areas to be impacted that have not been analyzed during the NEPA process shall be analyzed. This analysis shall include performing all environmental assessments. These assessments require the Design-Build Team to engage the services of a competent environmental consultant to conduct a full environmental investigation to include, but not be limited to, Federally listed Threatened and Endangered Species, wetlands, streams, avoidance and minimization in jurisdictional areas, compensatory mitigation and historical, archaeological, and cultural resources surveys in these areas. In addition the Design-Build Team shall identify additional mitigation required.

Commitments

All work by the Design-Build Team shall be accomplished in strict compliance with the plans submitted with the Section 404 and 401 / Buffer permit applications and in compliance with all conditions of all permits and certifications issued by the agencies. The Design-Build Team shall provide each of its contractors and / or agents associated with the construction or maintenance of this project with a copy of the permits.