**New Hanover County**

PARKS & GARDENS

# CONTRACT PROPOSAL

**TIP NUMBER: U-5527C**

**COUNTY: NEW HANOVER**

**DESCRIPTION: MULTI-USE PATH ON MIDDLE SOUND LOOP ROAD BEGINNING AT OYSTER LANE TO A POINT APPROX. 900' EAST.**

**DATE OF ADVERTISEMENT: MONDAY, MARCH 2, 2020**

**BID OPENING: THURSDAY, MARCH 26, 2020 AT 2:00 PM**

***** NOTICE *****

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

_____

**NAME OF BIDDER**

_____

**ADDRESS OF BIDDER**

**RETURN BIDS TO: NEW HANOVER COUNTY**
**Attention: Lena Butler**
**Person's Title: Purchasing Supervisor**
**Physical Address: 230 Government Center Drive, Suite 165, Wilmington, NC 28403**

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

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# INSTRUCTIONS TO BIDDERS

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

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

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

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

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

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

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

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

**7.** The bid shall be properly executed. All bids shall show the following information:

a. Name of individual, firm, corporation, partnership, or joint venture submitting bid.

b. Name of individual or representative submitting bid and position or title.

c. Name, signature, and position or title of witness.

d. Federal Identification Number

e. Contractor's License Number (If available)

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

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

**10.** The bidder shall not add any provision reserving the right to accept or reject an award, or to enter into a contract pursuant to an award.

**11. THE PROPOSAL WITH THE BID FORM STILL ATTACHED SHALL BE PLACED IN A SEALED ENVELOPE AND SHALL HAVE BEEN DELIVERED TO AND RECEIVED IN THE NEW HANOVER COUNTY PURCHASING OFFICE, 230 GOVERNMENT CENTER DRIVE, SUITE 165, WILMINGTON, NC 28403, BY 2:00 PM ON, THURSDAY, MARCH 26, 2020**

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

**"QUOTATION FOR – U-5527C MIDDLE SOUND LOOP MULTI-USE PATH , NEW HANOVER COUNTY TO BE OPENED AT 2:00 PM ON THURSDAY, MARCH 26, 2020."**

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

**NEW HANOVER COUNTY**

**Attn: Lena Butler, Purchasing Supervisor**

**230 Government Center Drive, Suite 165**

**Wilmington, NC 28403**

**NCDOT STANDARD NOTES** (Federal Aid)

A. *NCDOT Standard Specifications* – The *2018 North Carolina Department of Transportation Standard Specifications for Roads and Structures*, herein referred to as the 'Standard Specifications', and the *2018 Roadway Standard Drawings*, shall apply to all portions of this project except as may be modified by this document.

B. *Bidder Prequalification* - Bidders are required to be prequalified with NCDOT for their specific discipline. Contractors wishing to become prequalified may obtain information through the NCDOT website at: https://connect.ncdot.gov/business/Pages/default.aspx

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

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

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

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

   Bid Bonds (M-5):
   https://connect.ncdot.gov/municipalities/Bid%20Proposals%20for%20LGA%20Content/04%20Bid%20Bonds.doc

   Payment Bonds (M-6):
   https://connect.ncdot.gov/municipalities/Bid%20Proposals%20for%20LGA%20Content/05%20Payment%20Bonds.doc

   Performance Bonds (M-7):
   https://connect.ncdot.gov/municipalities/Bid%20Proposals%20for%20LGA%20Content/06%20Performance%20Bonds.doc

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

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

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

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

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

*Traffic Control* –The requirements of the *Manual on Uniform Traffic Control Devices (MUTCD) – FHWA*, as amended by the *NCDOT Supplement to MUTCD*, shall apply. Traffic Control, both vehicular and pedestrian, shall be maintained throughout the project as required by these specifications as modified by the project plans or special provisions.

## ALLOWABLE CHANGES TO THE NCDOT 2018 STANDARD SPECIFICATIONS:

1. *Article 102-1 Invitation to Bid, page 1-9,* delete this section in its entirety.
2. *Subarticle 102-8(B) Electronic Bids, page 1-15,* delete this section in its entirety.
3. *Subarticle 102-9(C)2 Electronic Bids, page 1-17,* delete this section in its entirety.
4. *Article 102-10 Bid Bond or Bid Deposit, page 1-17,* line 38, "60" days shall be modified to "90" days.
5. *Subarticle 102-10 Bid Bond or Bid Deposit, page 1-18,* delete lines 16-27.
6. *Subarticle 102-11 Delivery of Bids, pages 1-18-19,* delete lines 31-32.
7. *Subarticle 102-12(A) Paper Bid, page 1-18*, line 37, the reference to "Contract Officer" shall be changed to "New Hanover County Purchasing Supervisor".
8. *Subarticle 102-12(B) Electronic Bid, pages 1-18 and 19,* delete this section in its entirety.
9. *Subarticle 102-13(B)2 Electronic Bids, page 1-19,* delete this section in its entirety.
10. *Subarticle 103-2(B) Electronic Bids, page 1-22,* delete this section in its entirety.
11. *Subarticle 103-3(A) Criteria for Withdrawal of Bid, page 1-22*, modify the reference *"G.S.136-28.1" to "G.S.143-129.1"*. On page 1-23, in that same subarticle under (5), line 11, modify "State Contract Officer" to "New Hanover County Purchasing Supervisor".
12. *Article 103-7 Contract Bonds, page 1-30,* line 5, modify "14" calendar days to "10" calendar days per *G.S.143-129*.
13. *Article 103-9, Failure to Furnish Contract Bonds, page 1-30,* line 15, modify "14" calendar days to "10" calendar days per *G.S.143-129*.
14. *Article 105-9 Construction Stakes, Lines and Grades, page 1-48,* delete this section in its entirety and substitute the following: "The Municipality will <u>not</u> set the stakes, lines or grades for this project."
15. *Article 108-2, Progress Schedule, page 1-68,* add the following requirement as subarticle (D) on page 1-69: "The municipality may add additional requirements as noted in the bid proposal".
16. *Article 108-3, Preconstruction Conference, page 1-69, line 20,* change "Division Engineer" to "New Hanover County".
17. *Article 108-4, Construction Conferences, page 1-69,* line 28, change "Resident Engineer" to "New Hanover County".
18. *Article 109-8, Fuel Price Adjustments, page 1-87,* delete this article in its entirety and substitute the following: "Fuel Price Adjustments will <u>not</u> apply to this project."
19. *Article-620-4, Measurement and Payment, page 6-33,* delete lines 38 through line 20 on page 6-34 and substitute the following: "Asphalt Price Adjustments will <u>not</u> apply to this project."

# PROJECT SPECIAL PROVISIONS

## GENERAL

### CONTRACT TIME AND LIQUIDATED DAMAGES:

(7-1-95) (Rev. 12-18-07) 108 SP1 G10 A

The date of availability for this contract is **June 1, 2020**.

The completion date for this contract is **August 24, 2020**.

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 and Fifty Dollars ($250)** per calendar day.

### 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 *2018 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 *2018 Standard Specifications*. No additional compensation will be made for maintenance and removal of temporary erosion control items.

## NO MAJOR CONTRACT ITEMS:

(2-19-02) (Rev. 8-21-07) 104 SP1 G31

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

## NO SPECIALTY ITEMS:

(7-1-95) 108-6 SP1 G34

None of the items included in this contract will be specialty items (see Article 108-6 of the *2018 Standard Specifications*).

## DISADVANTAGED BUSINESS ENTERPRISE (LOCAL GOVERNMENT AGENCIES):

(10-16-07)(Rev. 1-15-19) 102-15(J) SP1 G63

**Description**

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

**Definitions**

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

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

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

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

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

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

*Local Government Agencies (LGA)* - The entity letting the contract.

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

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

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

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

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

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

**Forms and Websites Referenced in this Provision**

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

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

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

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

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

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

**DBE Goal**

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

Disadvantaged Business Enterprises **3%**

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

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

**Directory of Transportation Firms (Directory)**

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

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

**Listing of DBE Subcontractors**

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

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

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

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

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

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

**DBE Prime Contractor**

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

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

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

**Written Documentation – Letter of Intent**

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

The documentation shall be received in the office of the **New Hanover County** no later than 2:00 p.m. of the fifth calendar day following opening of bids, unless the fifth day falls on Saturday, Sunday or an official state holiday. In that situation, it is due in the office of the **New Hanover County** no later than 10:00 a.m. on the next official state business day.

If the bidder fails to submit the Letter of Intent from each committed DBE to be used toward the DBE goal, or if the form is incomplete (i.e. both signatures are not present), the DBE participation will not count toward meeting the DBE goal. If the lack of this participation drops the commitment below the DBE goal, the Contractor shall submit evidence of good faith efforts, completed in its entirety, to **New Hanover County** no later than 2:00 p.m. on the eighth calendar day following opening of bids, unless the eighth day falls on Saturday, Sunday or an official state holiday. In that situation, it is due in the office of the **New Hanover County** no later than 10:00 a.m. on the next official state business day.

**Submission of Good Faith Effort**

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

One complete set and **3** copies of this information shall be received in the office of the **New Hanover County** no later than 2:00 p.m. of the fifth calendar day following opening of bids,

unless the fifth day falls on Saturday, Sunday or an official state holiday. In that situation, it is due in the office of the **New Hanover County** no later than 10:00 a.m. on the next official state business day.

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

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

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

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

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

(B) Selecting portions of the work to be performed by DBEs in order to increase the likelihood that the DBE goals will be achieved.

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

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

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

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

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

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

(F) Making efforts to assist interested DBEs in obtaining bonding, lines of credit, or insurance as required by the recipient or bidder.

(G) Making efforts to assist interested DBEs in obtaining necessary equipment, supplies, materials, or related assistance or services.

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

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

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

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

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

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

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

**Non-Good Faith Appeal**

The **New Hanover County** will notify the contractor verbally and in writing of non-good faith. A contractor may appeal a determination of non-good faith made by the Goal Compliance Committee. If a contractor wishes to appeal the determination made by the Committee, they shall provide written notification to the **New Hanover County**. The appeal shall be made within 2 business days of notification of the determination of non-good faith.

**Counting DBE Participation Toward Meeting DBE Goal**

(A) Participation

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

(B) Joint Checks

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

(C) Subcontracts (Non-Trucking)

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

(D) Joint Venture

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

(E) Suppliers

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

(F) Manufacturers and Regular Dealers

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

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

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

**Commercially Useful Function**

(A) DBE Utilization

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

(B) DBE Utilization in Trucking

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

(1) The DBE shall be responsible for the management and supervision of the entire trucking operation for which it is responsible on a particular contract, and there shall not be a contrived arrangement for the purpose of meeting DBE goals.

(2) The DBE shall itself own and operate at least one fully licensed, insured, and operational truck used on the contract.

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

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

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

subcontract agreements between the DBE and the Contractor will not count towards the DBE contract requirement.

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

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

**DBE Replacement**

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

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

A committed DBE subcontractor may only be terminated after receiving the **New Hanover County**'s written approval based upon a finding of good cause for the proposed termination and/or substitution. For purposes of this section, good cause shall include the following circumstances:

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

(d) The listed DBE subcontractor becomes bankrupt, insolvent, or exhibits credit unworthiness;
(e) The listed DBE subcontractor is ineligible to work on public works projects because of suspension and debarment proceedings pursuant to 2 CFR Parts 180, 215 and 1,200 or applicable state law;
(f) The listed DBE subcontractor is not a responsible contractor;
(g) The listed DBE voluntarily withdraws from the project and provides written notice of withdrawal;
(h) The listed DBE is ineligible to receive DBE credit for the type of work required;
(i) A DBE owner dies or becomes disabled with the result that the listed DBE contractor is unable to complete its work on the contract;
(j) Other documented good cause that compels the termination of the DBE subcontractor. Provided, that good cause does not exist if the prime contractor seeks to terminate a DBE it relied upon to obtain the contract so that the prime contractor can self-perform the work for which the DBE contractor was engaged or so that the prime contractor can substitute another DBE or non-DBE contractor after contract award.

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

(A) Performance Related Replacement

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

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

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

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

(a) The names, addresses, and telephone numbers of DBEs who were contacted.
(b) A description of the information provided to DBEs regarding the plans and specifications for portions of the work to be performed.

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

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

(B) Decertification Replacement

(1) When a committed DBE is decertified by the NCDOT after the SAF (*Subcontract Approval Form*) has been received by **New Hanover County**, **New Hanover County** will not require the Contractor to solicit replacement DBE participation equal to the remaining work to be performed by the decertified firm. The participation equal to the remaining work performed by the decertified firm will count toward the contract goal requirement.

(2) When a committed DBE is decertified prior to **New Hanover County** receiving the SAF (*Subcontract Approval Form*) for the named DBE firm, the Contractor shall take all necessary and reasonable steps to replace the DBE subcontractor with another DBE subcontractor to perform at least the same amount of work to meet the DBE goal requirement. If a DBE firm is not found to do the same amount of work, a good faith effort must be submitted to **New Hanover County** (see A herein for required documentation).

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

**Changes in the Work**

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

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

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

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

**Reports and Documentation**

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

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

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

**Reporting Disadvantaged Business Enterprise Participation**

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

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

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

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

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

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

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

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

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

**Failure to Meet Contract Requirements**

Failure to meet contract requirements in accordance with Subarticle 102-15(J) of the *2018 Standard Specifications* may be cause to disqualify the Contractor.

## CERTIFICATION FOR FEDERAL-AID CONTRACTS:

(3-21-90)

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

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

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

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

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

## USE OF UNMANNED AIRCRAFT SYSTEM (UAS):

(8-20-19) SP01 G092

The Contractor shall adhere to all Federal, State and Local regulations and guidelines for the use of Unmanned Aircraft Systems (UAS). This includes but is not limited to US 14 CFR Part 107 *Small UAS Rule*, NC GS 15A-300.2 *Regulation of launch and recovery sites,* NC GS 63-95 *Training required for the operation of unmanned aircraft systems*, NC GS 63-96 *Permit required for commercial operation of unmanned aircraft system,* and NCDOT UAS Policy. The required operator certifications include possessing a current Federal Aviation Administration (FAA) Remote Pilot Certificate, a NC UAS Operator Permit as well as operating a UAS registered with the FAA.

Prior to beginning operations, the Contractor shall complete the NCDOT UAS – Flight Operation Approval Form and submit it to the Engineer for approval. All UAS operations shall be approved by the Engineer prior to beginning the operations.

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

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

## U.S. DEPARTMENT OF TRANSPORTATION HOTLINE:

(11-22-94) 108-5 SP1 G100

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

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

The hotline is part of the DOT's continuing effort to identify and investigate highway construction contract fraud and abuse is operated under the direction of the DOT Inspector General. All information will be treated confidentially and caller anonymity will be respected.

## CARGO PREFERENCE ACT:

(2-16-16)

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

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

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

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

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

## SUBSURFACE INFORMATION:

(7-1-95) 450 SP1 G112 A

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

## TWELVE MONTH GUARANTEE – LGA Projects

(10-7-13) 108 SP1 G146

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

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

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

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

## EROSION AND SEDIMENT CONTROL/STORMWATER CERTIFICATION:

(1-16-07) (Rev 11-22-16) 105-16, 225-2, 16 SP1 G180

### General

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

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

(A) *Certified Supervisor* - Provide a certified Erosion and Sediment Control/Stormwater Supervisor to manage the Contractor and subcontractor operations, insure compliance with Federal, State and Local ordinances and regulations, and manage the Quality Control Program.

(B) *Certified Foreman* - Provide a certified, trained foreman for each construction operation that increases the potential for soil erosion or the possible sedimentation and turbidity of surface waters.

(C) *Certified Installer* - Provide a certified installer to install or direct the installation for erosion or sediment/stormwater control practices.

(D) *Certified Designer* - Provide a certified designer for the design of the erosion and sediment control/stormwater component of reclamation plans and, if applicable, for the design of the project erosion and sediment control/stormwater plan.

**Roles and Responsibilities**

(A) *Certified Erosion and Sediment Control/Stormwater Supervisor* - The Certified Supervisor shall be Level II and responsible for ensuring the erosion and sediment control/stormwater plan is adequately implemented and maintained on the project and for conducting the quality control program. The Certified Supervisor shall be on the project within 24 hours notice from initial exposure of an erodible surface to the project's final acceptance. Perform the following duties:

(1) Manage Operations - Coordinate and schedule the work of subcontractors so that erosion and sediment control/stormwater measures are fully executed for each operation and in a timely manner over the duration of the contract.

(a) Oversee the work of subcontractors so that appropriate erosion and sediment control/stormwater preventive measures are conformed to at each stage of the work.
(b) Prepare the required National Pollutant Discharge Elimination System (NPDES) Inspection Record and submit to the Engineer.
(c) Attend all weekly or monthly construction meetings to discuss the findings of the NPDES inspection and other related issues.
(d) Implement the erosion and sediment control/stormwater site plans requested.
(e) Provide any needed erosion and sediment control/stormwater practices for the Contractor's temporary work not shown on the plans, such as, but not limited to work platforms, temporary construction, pumping operations, plant and storage yards, and cofferdams.
(f) Acquire applicable permits and comply with requirements for borrow pits, dewatering, and any temporary work conducted by the Contractor in jurisdictional areas.

(g) Conduct all erosion and sediment control/stormwater work in a timely and workmanlike manner.

(h) Fully perform and install erosion and sediment control/stormwater work prior to any suspension of the work.

(i) Coordinate with Department, Federal, State and Local Regulatory agencies on resolution of erosion and sediment control/stormwater issues due to the Contractor's operations.

(j) Ensure that proper cleanup occurs from vehicle tracking on paved surfaces or any location where sediment leaves the Right-of-Way.

(k) Have available a set of erosion and sediment control/stormwater plans that are initialed and include the installation date of Best Management Practices. These practices shall include temporary and permanent groundcover and be properly updated to reflect necessary plan and field changes for use and review by Department personnel as well as regulatory agencies.

(2) Requirements set forth under the NPDES Permit - The Department's NPDES Stormwater permit (NCS000250) outlines certain objectives and management measures pertaining to construction activities. The permit references *NCG010000, General Permit to Discharge Stormwater* under the NPDES, and states that the Department shall incorporate the applicable requirements into its delegated Erosion and Sediment Control Program for construction activities disturbing one or more acres of land. The Department further incorporates these requirements on all contracted bridge and culvert work at jurisdictional waters, regardless of size. Some of the requirements are, but are not limited to:

(a) Control project site waste to prevent contamination of surface or ground waters of the state, i.e. from equipment operation/maintenance, construction materials, concrete washout, chemicals, litter, fuels, lubricants, coolants, hydraulic fluids, any other petroleum products, and sanitary waste.

(b) Inspect erosion and sediment control/stormwater devices and stormwater discharge outfalls at least once every 7 calendar days and within 24 hours after a rainfall event of 0.5 inch that occurs within a 24 hour period. Additional monitoring may be required at the discretion of Division of Water Resources personnel if the receiving stream is 303(d) listed for turbidity and the project has had documented problems managing turbidity.

(c) Maintain an onsite rain gauge or use the Department's Multi-Sensor Precipitation Estimate website to maintain a daily record of rainfall amounts and dates.

(d) Maintain erosion and sediment control/stormwater inspection records for review by Department and Regulatory personnel upon request.

(e) Implement approved reclamation plans on all borrow pits, waste sites and staging areas.

(f) Maintain a log of turbidity test results as outlined in the Department's Procedure for Monitoring Borrow Pit Discharge.
(g) Provide secondary containment for bulk storage of liquid materials.
(h) Provide training for employees concerning general erosion and sediment control/stormwater awareness, the Department's NPDES Stormwater Permit NCS000250 requirements, and the applicable requirements of the *General Permit, NCG010000*.
(i) Report violations of the NPDES permit to the Engineer immediately who will notify the Division of Water Quality Regional Office within 24 hours of becoming aware of the violation.

(3) Quality Control Program - Maintain a quality control program to control erosion, prevent sedimentation and follow provisions/conditions of permits. The quality control program shall:

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

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

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

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

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

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

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

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

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

**Preconstruction Meeting**

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

**Ethical Responsibility**

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

**Revocation or Suspension of Certification**

Upon recommendation of the Chief Engineer to the certification entity, certification for *Supervisor*, *Certified Foremen*, *Certified Installers* and *Certified Designer* may be revoked or suspended with the issuance of an *Immediate Corrective Action (ICA), Notice of Violation (NOV),* or C*ease 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 *2018 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.

## REVISION TO FHWA-1273 CONCERNING TAP-FUNDED PROJECTS:

(10-15-13) SP1 G190

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

**Replace the last sentence in Section I.4 and the third sentence in the first paragraph of Section IV with the following:**

Transportation Alternative Program (TAP)-funded projects shall have the same requirements as Federal-Aid highway projects except physical location exceptions will not apply.

# PROJECT SPECIAL PROVISIONS

# ROADWAY

## CONSTRUCTION SEQUENCE:

(7-1-95) (Rev. 8-21-12) 560 SP1 R34R

Pave each section of roadway begun in a continuous operation. Do not begin work on another section of roadway unless satisfactory progress is being made toward completion of intersections and all other required incidental work by satisfactorily furnishing additional paving equipment and personnel, except for milling and patching operations.

## CLEARING AND GRUBBING - METHOD II:

(9-17-02) (Rev.8-18-15) 200 SP2 R02A

Perform clearing on this project to the limits established by Method "II" shown on Standard Drawing No. 200.02 of the *2018 Roadway Standard Drawings*. Conventional clearing methods may be used except where permit drawings or conditions have been included in the proposal which require certain areas to be cleared by hand methods.

## LUMP SUM GRADING:

(8-17-10) 226 SP2 R16

Lump sum grading shall be performed in accordance with Section 226 Comprehensive Grading of the *2018 Standard Specifications* except as follows:

Delete all references to Section 200, Clearing and Grubbing.

## AGGREGATE SUBGRADE:

(5-15-18) 505 SP5 R8

Revise the *2018 Standard Specifications* as follows:

**Page 5-8, Article 505-1 DESCRIPTION, lines 4-6**, replace the paragraph with the following:

Construct aggregate subgrades in accordance with the contract. Install geotextile for soil stabilization and place Class IV subgrade stabilization at locations shown in the plans and as directed.

Undercut natural soil materials if necessary to construct aggregate subgrades. Define "subbase" as the portion of the roadbed below the Class IV subgrade stabilization. For Type 2 aggregate subgrades, undercut subbases as needed. The types of aggregate subgrade with thickness and compaction requirements for each are as shown below.

**Type 1** – A 6 to 24 inch thick aggregate subgrade with Class IV subgrade stabilization compacted to 92% of AASHTO T 180 as modified by the Department or to the highest density that can be reasonably obtained.

**Type 2** – An 8 inch thick aggregate subgrade on a proof rolled subbase with Class IV subgrade stabilization compacted to 97% of AASHTO T 180 as modified by the Department.

**Page 5-8, Article 505-3 CONSTRUCTION METHODS, line 12**, insert the following after the first sentence of the first paragraph:

For Type 2 aggregate subgrades, proof roll subbases in accordance with Section 260 before installing geotextile for soil stabilization.

**Page 5-8, Article 505-3 CONSTRUCTION METHODS, lines 16-17**, replace the last sentence of the first paragraph with the following:

Compact ABC as required for the type of aggregate subgrade constructed.

**Page 5-8, Article 505-4 MEASUREMENT AND PAYMENT, line 26**, insert the following after the last sentence of the first paragraph:

*Undercut Excavation* of natural soil materials from subbases for Type 2 aggregate subgrades will be measured and paid in accordance with Article 225-7 or 226-3. No measurement will be made for any undercut excavation of fill materials from subbases.

## STABILIZATION OF COASTAL PLAIN SANDS:

(11-18-14) 510 SP5 R12

### Description

As directed by the Engineer, stabilize sandy subgrade material with Class IV aggregate to prevent rutting of the subgrade prior to paving directly on the subgrade. Remove material as needed in cut areas prior to placing the Class IV aggregate.

### Materials

Refer to Division 10.

| Item | Section |
|---|---|
| Select Material, Class IV | 1016 |

Use Class IV Select Material for Class IV Aggregate Stabilization.

**Construction Methods**

**Class IV Aggregate Stabilization**

As directed by the Engineer, place aggregate by end dumping aggregate on approved subgrade soils to provide a working platform and reduce wheel rutting of subgrade material. Place the Class IV aggregate stabilization to a thickness of 2 to 3 inches.

**Maintenance**

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

**Measurement and Payment**

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

The work to excavate material to place Class IV Aggregate Stabilization below subgrade is considered incidental to the work of placing the aggregate and no separate payment will be made.

Payment will be made under:

| **Pay Item** | **Pay Unit** |
|---|---|
| Class IV Aggregate Stabilization | Ton |

## ASPHALT CONCRETE SURFACE COURSE COMPACTION:

(7-1-95) (Rev. 8-21-12) SP6 R49R

Compact the asphalt surface course on this project in accordance with Subarticle 610-9 of the *2018 Standard Specifications* and the following provision:

Perform the first rolling with a steel wheel roller followed by rolling with a self-propelled pneumatic tired roller with the final rolling by a steel wheel roller.

## REMOVE AND RE-INSTALL FENCE IN LIKE KIND:

**Description**

Remove existing fence in the locations indicated in the plans or where directed.

**Materials**

Materials used for replacing the fence shall be of like kind to those of the existing fence that was removed.

**Construction Methods**

Remove the existing fence in the locations indicated in the plans or where otherwise directed. Replace the portions of fence that have been removed in a condition that is equal to or better than before using materials of like kind and condition.

**Measurement and Payment**

Remove and Re-Install Fence in Like Kind will be measured and paid as a Lump Sum amount. Such price includes, but is not limited to, removing, hauling and disposal of existing fence; installation of new fence components to replace existing fence that has been removed; and furnishing and installing any fence components necessarily or unnecessarily damaged or removed beyond that indicated on the limits in the plans or otherwise directed.

| **Pay Item** | **Pay Unit** |
|---|---|
| Remove and Re-Install Fence in Like Kind | Lump Sum |

## TEMPORARY TRAFFIC CONTROL DEVICES:

(1-17-12) 1105 SP11 R05

Revise the *2018 Standard Specifications* as follows:

**Page 11-5, Article 1105-6 Measurement and Payment,** add the following paragraph after line 27:

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

## STABILIZATION REQUIREMENTS

(3-11-16) S-2A

Stabilization for this project shall comply with the time frame guidelines as specified by the NCG-010000 general construction permit effective April 1, 2019 issued by the North Carolina Department of Environmental Quality Division of Water Resources. Temporary or permanent ground cover stabilization shall occur within 7 calendar days from the last land-disturbing activity, with the following exceptions in which temporary or permanent ground cover shall be provided in 14 calendar days from the last land-disturbing activity:

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

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

**SEEDING AND MULCHING:** **(East Crimp)**

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

All Roadway Areas

| **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 |
| 10# | Millet | 25# | Choose ONE of the Following<br>Rye Grain,<br>Wheat FFR 555, or<br>Roane Wheat |

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

| | | | |
|---|---|---|---|
| 06 Dust | Escalade | Justice | Scorpion |
| 2nd Millennium | Essential | Kalahari | Serengeti |
| 3rd Millennium | Evergreen 2 | | Shelby |
| Apache III | Falcon IV | Kitty Hawk 2000 | Sheridan |
| Avenger | Falcon NG | Legitimate | Signia |
| Barlexas | Falcon V | Lexington | Silver Hawk |

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

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.

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".

## 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(D) of the *2018 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:

| Restricted Noxious **Weed** | Limitations per Lb. Of Seed | Restricted Noxious **Weed** | Limitations per Lb. of Seed |
|---|---|---|---|
| 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

## GREENWAYS AND MULTI-USE PATHS:

(2-18-14) Z-200

### Description

This special provision provides for revisions to the *2018 Standard Specifications* for work on a greenway or multi-use path not designed or intended to carry highway traffic.

### Materials

Refer to the *2018 Standard Specifications* except as noted in these Special Provisions. Use materials on the NCDOT Approved Products List (APL) where applicable.

### Construction Methods

Construct Greenway in accordance with the contract plans, *2018 Standard Specifications* except as noted below:

| SECTION | ARTICLE | PAGE | REVISION |
|---|---|---|---|
| 235: Embankments | 235-3(C): Embankment Compaction | 2-24 | **Delete first sentence and replace with the following:** Compact each layer for its full width to a density equal to at least 90% of that obtained by compacting a sample of the material in accordance with AASHTO T 99 as modified by the Department. |

| SECTION | ARTICLE | PAGE | REVISION |
|---|---|---|---|
| 500: Fine Grading Subgrade | 500-2(C): Compaction of Subgrade | 5-1 | **Delete first sentence and replace with the following:** Compact all material to a depth of up to 8 inches below the finished surface of the subgrade to a density equal to at least 92% of that obtained by compacting a sample of the material in accordance with AASHTO T 99 as modified by the Department. |
| 500: Fine Grading Subgrade | 500-3: Tolerances | 5-2 | **Delete Article 500-3 and replace with the following:** A tolerance of plus or minus one inch from the established greenway grade will be permitted after the subgrade has been graded to a uniform surface. |
| 505: Aggregate Subgrade | 505-3: Construction Methods | 5-8 | **Delete first paragraph and replace with the following:** Perform shallow undercut up to 12 inches as necessary to remove unsuitable material. If necessary, install geotextile for soil stabilization in accordance with Article 270-3. Place Class III select material or Class IV subgrade stabilization (standard size no. ABC) by end dumping on geotextiles. Do not operate heavy equipment on geotextiles until geotextiles are covered with Class III or ABC. Compact ABC to 92% or to the highest density that can be reasonably attained. |
| 520: Aggregate Base Course | 520-7: Shaping and Compaction | 5-11 | **Delete first sentence in second paragraph and replace with the following:** For both nuclear and ring tests, compact each layer of the base to a density equal to at least 92% of that obtained by compacting a sample of the material in accordance with AASHTO T 180 as modified by the Department.<br><br>**Delete the third paragraph.** |
| 610: Asphalt Concrete Plant Mix Pavements | 610-10: Density Requirements | 6-23 | **Delete Article 610-10 and replace with the following:** Compact the asphalt plant mix to at least 85% of the maximum specific gravity. |
| 610: Asphalt Concrete Plant Mix Pavements | 610-13: Final Surface Testing and Acceptance | 6-24 | **Delete Article 610-13.** |
| 848: Concrete Sidewalks | 848-3: Construction Methods | 8-31 | **Delete second paragraph and replace with the following:** Construct concrete greenway based on the typical sections in the plans. Place groove joints at a spacing equal to the width of the greenway. Transverse Expansion Joints are required every 40 feet. |

## STANDARD SPECIAL PROVISION

## ERRATA

(10-16-18) (Rev.1-15-19) Z-4

Revise the *2018 Standard Specifications* as follows:

### Division 6

**Page 6-7, Article 609-1 DESCRIPTION, line 29,** replace article number "609-10" with "609-9".

### Division 7

**Page 7-27, Article 725-1 MEASUREMENT AND PAYMENT, line 4,** replace article number "725-1" with "724-4".

**Page 7-28, Article 725-1 MEASUREMENT AND PAYMENT, line 10,** replace article number "725-1" with "725-3".

### Division 10

**Page 10-78, Article 1056-4 GEOTEXTILES, TABLE 1056-1, Permittivity, Type 2,** replace "Table 6[D]" with "Table 7[D]" and **Permittivity, Type 3[B],** replace "Table 7[D]" with "Table 8[D]".

**Page 10-162, Article 1080-50 PAINT FOR VERTICAL MARKERS, line 1,** replace article number "1080-50" with "1080-10".

**Page 10-162, Article 1080-61 EPOXY RESIN FOR REINFORCING STEEL, line 5,** replace article number "1080-61" with "1080-11".

**Page 10-162, Article 1080-72 ABRASIVE MATERIALS FOR BLAST CLEANING STEEL, line 22,** replace article number "1080-72" with "1080-12".

**Page 10-163, Article 1080-83 FIELD PERFORMANCE AND SERVICES, line 25,** replace article number "1080-83" with "1080-13".

### Division 17

**Page 17-15, Article 1715-4 MEASUREMENT AND PAYMENT, lines 42-44,** replace the second sentence with the following:

An example is an installation of a single 1.25 inch HDPE conduit would be paid as:

Directional Drill (1)(1.25″) Linear Foot

# STANDARD SPECIAL PROVISION

## PLANT AND PEST QUARANTINES
## (Imported Fire Ant, Gypsy Moth, Witchweed, Emerald Ash Borer, Guava Root Knot Nematode, And Other Noxious Weeds)

(3-18-03) (Rev. 5-21-19) Z-04a

### Within Quarantined Area

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

### Originating in a Quarantined County

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

### Contact

Contact the N.C. Department of Agriculture/United States Department of Agriculture at 1-800-206-9333, 919-707-3730, or *https://www.ncagr.gov/plantindustry/Plant/quaran/table2.htm* to determine those specific project sites located in the quarantined area or for any regulated article used on this project originating in a quarantined county.

### Regulated Articles Include

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

## STANDARD SPECIAL PROVISION

## TITLE VI AND NONDISCRIMINATION:

(6-28-77)(Rev 6/19/2018) Z-6

Revise the *2018 Standard Specifications* as follows:

Replace Article 103-4(B) with the following:

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

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

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

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

(a) Compliance with Regulations

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

(b) Nondiscrimination

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

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

In all solicitations, either by competitive bidding, or negotiation made by the contractor for work to be performed under a subcontract, including procurements of materials, or leases of equipment, each potential subcontractor or supplier shall be

notified by the contractor of the contractor's obligations under this contract and the Acts and the Regulations relative to Nondiscrimination on the grounds of race, color, or national origin.

(d) Information and Reports

The contractor shall provide all information and reports required by the Acts, the Regulations, and directives issued pursuant thereto and shall permit access to its books, records, accounts, other sources of information, and its facilities as may be determined by the Recipient or the FHWA to be pertinent to ascertain compliance with such Acts, Regulations, and instructions. Where any information required of a contractor is in the exclusive possession of another who fails or refuses to furnish the information, the contractor shall so certify to the Recipient or the FHWA, as appropriate, and shall set forth what efforts it has made to obtain the information.

(e) Sanctions for Noncompliance:

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

(i) Withholding payments to the contractor under the contract until the contractor complies; and/or

(ii) Cancelling, terminating, or suspending a contract, in whole or in part.

(f) Incorporation of Provisions

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

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

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

(a) During the performance of this contract or agreement, contractors (e.g., subcontractors, consultants, vendors, prime contractors) are responsible for complying with NCDOT's Title VI Program. Contractors are not required to prepare or submit Title VI Programs. To comply with this section, the prime contractor shall:

1. Post NCDOT's Notice of Nondiscrimination and the Contractor's own Equal Employment Opportunity (EEO) Policy in conspicuous locations accessible to all employees, applicants and subcontractors on the jobsite.
2. Physically incorporate the required Title VI clauses into all subcontracts on federally-assisted and state-funded NCDOT projects, and ensure inclusion by subcontractors into all lower-tier subcontracts.
3. Required Solicitation Language. The Contractor shall include the following notification in all solicitations for bids and requests for work or material, regardless of funding source:

   "The North Carolina Department of Transportation, in accordance with the provisions of Title VI of the Civil Rights Act of 1964 (78 Stat. 252, 42 US.C. §§ 2000d to 2000d-4) and the Regulations, hereby notifies all bidders that it will affirmatively ensure that any contract entered into pursuant to this advertisement, disadvantaged business enterprises will be afforded full and fair opportunity to submit bids in response to this invitation and will not be discriminated against on the grounds of race, color, or national origin in consideration for an award. In accordance with other related nondiscrimination authorities, bidders and contractors will also not be discriminated against on the grounds of sex, age, disability, low-income level, creed/religion, or limited English proficiency in consideration for an award."
4. Physically incorporate the FHWA-1273, in its entirety, into all subcontracts and subsequent lower tier subcontracts on Federal-aid highway construction contracts only.
5. Provide language assistance services (i.e., written translation and oral interpretation), free of charge, to LEP employees and applicants. Contact NCDOT OCR for further assistance, if needed.
6. For assistance with these Title VI requirements, contact the NCDOT Title VI Nondiscrimination Program at 1-800-522-0453.

(b) Subrecipients (e.g. cities, counties, LGAs, planning organizations) may be required to prepare and submit a Title VI Plan to NCDOT, including Title VI Assurances and/or agreements. Subrecipients must also ensure compliance by their contractors and subrecipients with Title VI. (23 CFR 200.9(b)(7))

(c) If reviewed or investigated by NCDOT, the contractor or subrecipient agrees to take affirmative action to correct any deficiencies found within a reasonable time period, not to exceed 90 calendar days, unless additional time is granted by NCDOT. (23 CFR 200.9(b)(15))

(d) The Contractor is responsible for notifying subcontractors of NCDOT's External Discrimination Complaints Process.

1. Applicability

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

2. Eligibility

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

3. Time Limits and Filing Options

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

(i) The date of the alleged act of discrimination; or

(ii) The date when the person(s) became aware of the alleged discrimination; or

(iii) Where there has been a continuing course of conduct, the date on which that conduct was discontinued or the latest instance of the conduct.

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

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

4. Format for Complaints

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

5. Discrimination Complaint Form

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

6. Complaint Basis

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

**TABLE 103-1**
**COMPLAINT BASIS**

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

### (3) **Pertinent Nondiscrimination Authorities**

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

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

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

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

(d) Section 504 of the Rehabilitation Act of 1973, (29 U.S.C. § 794 et seq.), as amended, (prohibits discrimination on the basis of disability) and 49 CFR Part 27;

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

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

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

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

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

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

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

(l) Title IX of the Education Amendments of 1972, as amended, which prohibits you from discriminating because of sex in education programs or activities (20 U.S.C. 1681 et seq).

(m) Title VII of the Civil Rights Act of 1964 (42 U.S.C. § 2000e et seq., Pub. L. 88-352), (prohibits employment discrimination on the basis of race, color, religion, sex, or national origin).

(4) **Additional Title VI Assurances**

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

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

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

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

(HABENDUM CLAUSE)

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

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

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

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

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

1. The (grantee, lessee, permittee, etc. as appropriate) for himself/herself, his/her heirs, personal representatives, successors in interest, and assigns, as a part of the consideration hereof, does hereby covenant and agree [in the case of deeds and leases add "as a covenant running with the land"] that:

   (i.) In the event facilities are constructed, maintained, or otherwise operated on the property described in this (deed, license, lease, permit, etc.) for a purpose for which a U.S. Department of Transportation activity, facility, or program is extended or for another purpose involving the provision of similar services or benefits, the (grantee, licensee, lessee, permittee, etc.) will maintain and operate such facilities and services in compliance with all requirements imposed by the Acts and Regulations (as may be amended) such that no person on the grounds of race, color, or national origin, will be excluded from participation in, denied the benefits of, or be otherwise subjected to discrimination in the use of said facilities.

2. With respect to licenses, leases, permits, etc., in the event of breach of any of the above Nondiscrimination covenants, the NCDOT will have the right to terminate the (lease, license, permit, etc.) and to enter, re-enter, and repossess said lands and facilities thereon, and hold the same as if the (lease, license, permit, etc.) had never been made or issued. *

3. With respect to a deed, in the event of breach of any of the above Nondiscrimination covenants, the NCDOT will have the right to enter or re-enter the lands and facilities thereon, and the above described lands and facilities will there upon revert to and vest in and become the absolute property of the NCDOT and its assigns. *

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

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

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

1. The (grantee, licensee, permittee, etc., as appropriate) for himself/herself, his/her heirs, personal representatives, successors in interest, and assigns, as a part of the consideration hereof, does hereby covenant and agree (in the case of deeds and leases add, "as a covenant running with the land") that (1) no person on the ground of race, color, or national origin, will be excluded from participation in, denied the benefits of, or be otherwise subjected to discrimination in the use of said facilities, (2) that in the construction of any improvements on, over, or under such land, and the furnishing of services thereon, no person on the ground of race, color, or national origin, will be excluded from participation in, denied the benefits of, or otherwise be subjected to discrimination, (3) that the (grantee, licensee, lessee, permittee, etc.) will use the premises in compliance with all other requirements imposed by or pursuant to the Acts and Regulations, as amended, set forth in this Assurance.

2. With respect to (licenses, leases, permits, etc.), in the event of breach of any of the above Non¬ discrimination covenants, the NCDOT will have the right to terminate the (license, permit, etc., as appropriate) and to enter or re-enter and repossess said land and the facilities thereon, and hold the same as if said (license, permit, etc., as appropriate) had never been made or issued. *

3. With respect to deeds, in the event of breach of any of the above Nondiscrimination covenants, the NCDOT will there upon revert to and vest in and become the absolute property of the NCDOT and its assigns. *

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

## STANDARD SPECIAL PROVISION

## MINORITY AND FEMALE EMPLOYMENT REQUIREMENTS

Z-7

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

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

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

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

2. As used in this Notice and in the contract resulting from this solicitation, the "covered area" is the county or counties shown on the cover sheet of the proposal form and contract.

## EMPLOYMENT GOALS FOR MINORITY AND FEMALE PARTICIPATION

Economic Areas

***Area 023 29.7%***
Bertie County
Camden County
Chowan County
Gates County
Hertford County
Pasquotank County
Perquimans County

***Area 024 31.7%***
Beaufort County
Carteret County
Craven County
Dare County
Edgecombe County
Green County
Halifax County
Hyde County
Jones County
Lenoir County
Martin County
Nash County
Northampton County
Pamlico County
Pitt County
Tyrrell County
Washington County
Wayne County
Wilson County

***Area 025 23.5%***
Columbus County
Duplin County
Onslow County
Pender County

***Area 026 33.5%***
Bladen County
Hoke County
Richmond County
Robeson County
Sampson County
Scotland County

***Area 027 24.7%***
Chatham County
Franklin County
Granville County
Harnett County
Johnston County
Lee County
Person County
Vance County
Warren County

***Area 028 15.5%***
Alleghany County
Ashe County
Caswell County
Davie County
Montgomery County
Moore County
Rockingham County
Surry County
Watauga County
Wilkes County

***Area 029 15.7%***
Alexander County
Anson County
Burke County
Cabarrus County
Caldwell County
Catawba County
Cleveland County
Iredell County
Lincoln County
Polk County
Rowan County
Rutherford County
Stanly County

***Area 0480 8.5%***
Buncombe County
Madison County

***Area 030 6.3%***
Avery County
Cherokee County
Clay County
Graham County
Haywood County
Henderson County
Jackson County
McDowell County
Macon County
Mitchell County
Swain County
Transylvania County
Yancey County

## SMSA Areas

***Area 5720 26.6%***
Currituck County

***Area 9200 20.7%***
Brunswick County
New Hanover County

***Area 2560 24.2%***
Cumberland County

***Area 6640 22.8%***
Durham County
Orange County
Wake County

***Area 1300 16.2%***
Alamance County

***Area 3120 16.4%***
Davidson County
Forsyth County
Guilford County
Randolph County
Stokes County
Yadkin County

***Area 1520 18.3%***
Gaston County
Mecklenburg County
Union County

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Goals for Female

Participation in Each Trade

(Statewide) 6.9%

# STANDARD SPECIAL PROVISION

# REQUIRED CONTRACT PROVISIONS FEDERAL - AID CONSTRUCTION CONTRACTS

FHWA - 1273 Electronic Version - May 1, 2012 Z-8

I. General
II. Nondiscrimination
III. Nonsegregated Facilities
IV. Davis-Bacon and Related Act Provisions
V. Contract Work Hours and Safety Standards Act Provisions
VI. Subletting or Assigning the Contract
VII. Safety: Accident Prevention
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**ATTACHMENTS**

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

## I. GENERAL

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

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

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

   Contracting agencies may reference Form FHWA-1273 in bid proposal or request for proposal documents, however, the Form FHWA-1273 must be physically incorporated (not referenced) in all contracts, subcontracts and lower-tier subcontracts (excluding purchase orders, rental agreements and other agreements for supplies or services related to a construction contract).
2. Subject to the applicability criteria noted in the following sections, these contract provisions shall apply to all work performed on the contract by the contractor's own organization and with the assistance of workers under the contractor's immediate superintendence and to all work performed on the contract by piecework, station work, or by subcontract.
3. A breach of any of the stipulations contained in these Required Contract Provisions may be sufficient grounds for withholding of progress payments, withholding of final payment, termination of the contract, suspension / debarment or any other action determined to be appropriate by the contracting agency and FHWA.
4. Selection of Labor: During the performance of this contract, the contractor shall not use convict labor for any purpose within the limits of a construction project on a Federal-aid highway unless it is labor performed by convicts who are on parole, supervised release, or probation. The term Federal-aid highway does not include roadways functionally classified as local roads or rural minor collectors.

## II. NONDISCRIMINATION

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

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

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

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

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

1. **Equal Employment Opportunity:** Equal employment opportunity (EEO) requirements not to discriminate and to take affirmative action to assure equal opportunity as set forth under laws, executive orders, rules, regulations (28 CFR 35, 29 CFR 1630, 29 CFR 1625-1627, 41 CFR 60 and 49 CFR 27) and orders of the Secretary of Labor as modified by the provisions prescribed herein, and imposed pursuant to 23 U.S.C. 140 shall constitute the EEO and specific affirmative action standards for the contractor's project activities under this contract. The provisions of the Americans with Disabilities Act of 1990 (42 U.S.C. 12101 et seq.) set forth under 28 CFR 35 and 29 CFR 1630 are

incorporated by reference in this contract. In the execution of this contract, the contractor agrees to comply with the following minimum specific requirement activities of EEO:

a. The contractor will work with the contracting agency and the Federal Government to ensure that it has made every good faith effort to provide equal opportunity with respect to all of its terms and conditions of employment and in their review of activities under the contract.
b. The contractor will accept as its operating policy the following statement:
"It is the policy of this Company to assure that applicants are employed, and that employees are treated during employment, without regard to their race, religion, sex, color, national origin, age or disability. Such action shall include: employment, upgrading, demotion, or transfer; recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship, pre-apprenticeship, and/or on-the-job training."

2. **EEO Officer:** The contractor will designate and make known to the contracting officers an EEO Officer who will have the responsibility for and must be capable of effectively administering and promoting an active EEO program and who must be assigned adequate authority and responsibility to do so.
3. **Dissemination of Policy:** All members of the contractor's staff who are authorized to hire, supervise, promote, and discharge employees, or who recommend such action, or who are substantially involved in such action, will be made fully cognizant of, and will implement, the contractor's EEO policy and contractual responsibilities to provide EEO in each grade and classification of employment. To ensure that the above agreement will be met, the following actions will be taken as a minimum:
   a. Periodic meetings of supervisory and personnel office employees will be conducted before the start of work and then not less often than once every six months, at which time the contractor's EEO policy and its implementation will be reviewed and explained. The meetings will be conducted by the EEO Officer.
   b. All new supervisory or personnel office employees will be given a thorough indoctrination by the EEO Officer, covering all major aspects of the contractor's EEO obligations within thirty days following their reporting for duty with the contractor.
   c. All personnel who are engaged in direct recruitment for the project will be instructed by the EEO Officer in the contractor's procedures for locating and hiring minorities and women.
   d. Notices and posters setting forth the contractor's EEO policy will be placed in areas readily accessible to employees, applicants for employment and potential employees.
   e. The contractor's EEO policy and the procedures to implement such policy will be brought to the attention of employees by means of meetings, employee handbooks, or other appropriate means.
4. **Recruitment:** When advertising for employees, the contractor will include in all advertisements for employees the notation: "An Equal Opportunity Employer." All such advertisements will be placed in publications having a large circulation among minorities and women in the area from which the project work force would normally be derived.
   a. The contractor will, unless precluded by a valid bargaining agreement, conduct systematic and direct recruitment through public and private employee referral sources likely to yield qualified minorities and women. To meet this requirement, the contractor will identify sources of potential minority group employees, and establish with such identified sources procedures whereby minority and women applicants may be referred to the contractor for employment consideration.
   b. In the event the contractor has a valid bargaining agreement providing for exclusive hiring hall referrals, the contractor is expected to observe the provisions of that agreement to the extent that the system meets the contractor's compliance with EEO contract provisions. Where implementation of such an agreement has the effect of discriminating against minorities or women, or obligates the contractor to do the same, such implementation violates Federal nondiscrimination provisions.
   c. The contractor will encourage its present employees to refer minorities and women as applicants for employment. Information and procedures with regard to referring such applicants will be discussed with employees.
5. **Personnel Actions:** Wages, working conditions, and employee benefits shall be established and administered, and personnel actions of every type, including hiring, upgrading, promotion, transfer, demotion, layoff, and termination, shall be taken without regard to race, color, religion, sex, national origin, age or disability. The following procedures shall be followed:
   a. The contractor will conduct periodic inspections of project sites to insure that working conditions and employee facilities do not indicate discriminatory treatment of project site personnel.
   b. The contractor will periodically evaluate the spread of wages paid within each classification to determine any evidence of discriminatory wage practices.
   c. The contractor will periodically review selected personnel actions in depth to determine whether there is evidence of discrimination. Where evidence is found, the contractor will promptly take corrective action. If the review indicates that the discrimination may extend beyond the actions reviewed, such corrective action shall include all affected persons.
   d. The contractor will promptly investigate all complaints of alleged discrimination made to the contractor in connection with its obligations under this contract, will attempt to resolve such complaints, and will take appropriate corrective action within a reasonable time. If the investigation indicates that the discrimination may affect persons other than the complainant, such corrective action shall include such other persons. Upon completion of each investigation, the contractor will inform every complainant of all of their avenues of appeal.
6. **Training and Promotion:**
   a. The contractor will assist in locating, qualifying, and increasing the skills of minorities and women who are applicants for employment or current employees. Such efforts should be aimed at developing full journey level status employees in the type of trade or job classification involved.
   b. Consistent with the contractor's work force requirements and as permissible under Federal and State regulations, the contractor shall make full use of training programs, i.e., apprenticeship, and on-the-job training programs for the geographical area of contract performance. In the event a special provision for training is provided under this contract, this subparagraph will be superseded as indicated in the special provision. The contracting agency may reserve training positions for persons who receive welfare assistance in accordance with 23 U.S.C. 140(a).
   c The contractor will advise employees and applicants for employment of available training programs and entrance requirements for each.
   d. The contractor will periodically review the training and promotion potential of employees who are minorities and women and will encourage eligible employees to apply for such training and promotion.

7. **Unions:** If the contractor relies in whole or in part upon unions as a source of employees, the contractor will use good faith efforts to obtain the cooperation of such unions to increase opportunities for minorities and women. Actions by the contractor, either directly or through a contractor's association acting as agent, will include the procedures set forth below:
   a. The contractor will use good faith efforts to develop, in cooperation with the unions, joint training programs aimed toward qualifying more minorities and women for membership in the unions and increasing the skills of minorities and women so that they may qualify for higher paying employment.
   b. The contractor will use good faith efforts to incorporate an EEO clause into each union agreement to the end that such union will be contractually bound to refer applicants without regard to their race, color, religion, sex, national origin, age or disability.
   c. The contractor is to obtain information as to the referral practices and policies of the labor union except that to the extent such information is within the exclusive possession of the labor union and such labor union refuses to furnish such information to the contractor, the contractor shall so certify to the contracting agency and shall set forth what efforts have been made to obtain such information.
   d. In the event the union is unable to provide the contractor with a reasonable flow of referrals within the time limit set forth in the collective bargaining agreement, the contractor will, through independent recruitment efforts, fill the employment vacancies without regard to race, color, religion, sex, national origin, age or disability; making full efforts to obtain qualified and/or qualifiable minorities and women. The failure of a union to provide sufficient referrals (even though it is obligated to provide exclusive referrals under the terms of a collective bargaining agreement) does not relieve the contractor from the requirements of this paragraph. In the event the union referral practice prevents the contractor from meeting the obligations pursuant to Executive Order 11246, as amended, and these special provisions, such contractor shall immediately notify the contracting agency.
8. **Reasonable Accommodation for Applicants / Employees with Disabilities:** The contractor must be familiar with the requirements for and comply with the Americans with Disabilities Act and all rules and regulations established there under. Employers must provide reasonable accommodation in all employment activities unless to do so would cause an undue hardship.
9. **Selection of Subcontractors, Procurement of Materials and Leasing of Equipment:** The contractor shall not discriminate on the grounds of race, color, religion, sex, national origin, age or disability in the selection and retention of subcontractors, including procurement of materials and leases of equipment. The contractor shall take all necessary and reasonable steps to ensure nondiscrimination in the administration of this contract.
   a. The contractor shall notify all potential subcontractors and suppliers and lessors of their EEO obligations under this contract.
   b. The contractor will use good faith efforts to ensure subcontractor compliance with their EEO obligations.
10. **Assurance Required by 49 CFR 26.13(b):**
   a. The requirements of 49 CFR Part 26 and the State DOT's U.S. DOT-approved DBE program are incorporated by reference.
   b. The contractor or subcontractor shall not discriminate on the basis of race, color, national origin, or sex in the performance of this contract. The contractor shall carry out applicable requirements of 49 CFR Part 26 in the award and administration of DOT-assisted contracts. Failure by the contractor to carry out these requirements is a material breach of this contract, which may result in the termination of this contract or such other remedy as the contracting agency deems appropriate.
11. **Records and Reports:** The contractor shall keep such records as necessary to document compliance with the EEO requirements. Such records shall be retained for a period of three years following the date of the final payment to the contractor for all contract work and shall be available at reasonable times and places for inspection by authorized representatives of the contracting agency and the FHWA.
   a. The records kept by the contractor shall document the following:
      (1) The number and work hours of minority and non-minority group members and women employed in each work classification on the project;
      (2) The progress and efforts being made in cooperation with unions, when applicable, to increase employment opportunities for minorities and women; and
      (3) The progress and efforts being made in locating, hiring, training, qualifying, and upgrading minorities and women;
   b. The contractors and subcontractors will submit an annual report to the contracting agency each July for the duration of the project, indicating the number of minority, women, and non-minority group employees currently engaged in each work classification required by the contract work. This information is to be reported on Form FHWA-1391. The staffing data should represent the project work force on board in all or any part of the last payroll period preceding the end of July. If on-the-job training is being required by special provision, the contractor will be required to collect and report training data. The employment data should reflect the work force on board during all or any part of the last payroll period preceding the end of July.

**III. NONSEGREGATED FACILITIES**

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

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

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

This section is applicable to all Federal-aid construction projects exceeding $2,000 and to all related subcontracts and lower-tier subcontracts (regardless of subcontract size). The requirements apply to all projects located within the right-of-way of a roadway that is functionally classified as Federal-aid highway. This excludes roadways functionally classified as local roads or rural minor collectors, which are exempt. Contracting agencies may elect to apply these requirements to other projects.

The following provisions are from the U.S. Department of Labor regulations in 29 CFR 5.5 "Contract provisions and related matters" with minor revisions to conform to the FHWA-1273 format and FHWA program requirements.

1. **Minimum wages**
   a. All laborers and mechanics employed or working upon the site of the work, will be paid unconditionally and not less often than once a week, and without subsequent deduction or rebate on any account (except such payroll deductions as are permitted by regulations issued by the

Secretary of Labor under the Copeland Act (29 CFR part 3)), the full amount of wages and bona fide fringe benefits (or cash equivalents thereof) due at time of payment computed at rates not less than those contained in the wage determination of the Secretary of Labor which is attached hereto and made a part hereof, regardless of any contractual relationship which may be alleged to exist between the contractor and such laborers and mechanics.

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

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

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

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

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

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

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

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

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

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

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

3. **Payrolls and basic records**

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

b. (1) The contractor shall submit weekly for each week in which any contract work is performed a copy of all payrolls to the contracting agency. The payrolls submitted shall set out accurately and completely all of the information required to be maintained under 29 CFR 5.5(a)(3)(i), except that full social security numbers and home addresses shall not be included on weekly transmittals. Instead the

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

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

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

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

(iii) That each laborer or mechanic has been paid not less than the applicable wage rates and fringe benefits or cash equivalents for the classification of work performed, as specified in the applicable wage determination incorporated into the contract.

(3) The weekly submission of a properly executed certification set forth on the reverse side of Optional Form WH–347 shall satisfy the requirement for submission of the "Statement of Compliance" required by paragraph 3.b.(2) of this section.

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

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

4. **Apprentices and trainees**

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

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

Every apprentice must be paid at not less than the rate specified in the registered program for the apprentice's level of progress, expressed as a percentage of the journeymen hourly rate specified in the applicable wage determination. Apprentices shall be paid fringe benefits in accordance with the provisions of the apprenticeship program. If the apprenticeship program does not specify fringe benefits, apprentices must be paid the full amount of fringe benefits listed on the wage determination for the applicable classification. If the Administrator determines that a different practice prevails for the applicable apprentice classification, fringes shall be paid in accordance with that determination.

In the event the Office of Apprenticeship Training, Employer and Labor Services, or a State Apprenticeship Agency recognized by the Office, withdraws approval of an apprenticeship program, the contractor will no longer be permitted to utilize apprentices at less than the applicable predetermined rate for the work performed until an acceptable program is approved.

b. Trainees (programs of the USDOL). Except as provided in 29 CFR 5.16, trainees will not be permitted to work at less than the predetermined rate for the work performed unless they are employed pursuant to and individually registered in a program which has received prior approval, evidenced by formal certification by the U.S. Department of Labor, Employment and Training Administration.

The ratio of trainees to journeymen on the job site shall not be greater than permitted under the plan approved by the Employment and Training Administration.

Every trainee must be paid at not less than the rate specified in the approved program for the trainee's level of progress, expressed as a percentage of the journeyman hourly rate specified in the applicable wage determination. Trainees shall be paid fringe benefits in accordance with the provisions of the trainee program. If the trainee program does not mention fringe benefits, trainees shall be paid the full amount of fringe benefits listed on the wage determination unless the Administrator of the Wage and Hour Division determines that there is an apprenticeship program associated with the corresponding journeyman wage rate on the wage determination which provides for less than full fringe benefits for apprentices. Any employee listed on the payroll at a trainee rate who is not registered and participating in a training plan approved by the Employment and Training Administration shall be paid not less than the applicable wage rate on the wage determination for the classification of work actually performed. In addition, any trainee performing work on the job site in excess of the ratio permitted under the registered program shall be paid not less than the applicable wage rate on the wage determination for the work actually performed.

In the event the Employment and Training Administration withdraws approval of a training program, the contractor will no longer be permitted to utilize trainees at less than the applicable predetermined rate for the work performed until an acceptable program is approved.

c. Equal employment opportunity. The utilization of apprentices, trainees and journeymen under this part shall be in conformity with the equal employment opportunity requirements of Executive Order 11246, as amended, and 29 CFR part 30.

d. Apprentices and Trainees (programs of the U.S. DOT). Apprentices and trainees working under apprenticeship and skill training programs which have been certified by the Secretary of Transportation as promoting EEO in connection with Federal-aid highway construction programs are not subject to the requirements of paragraph 4 of this Section IV. The straight time hourly wage rates for apprentices and trainees under such programs will be established by the particular programs. The ratio of apprentices and trainees to journeymen shall not be greater than permitted by the terms of the particular program.

5. **Compliance with Copeland Act requirements.** The contractor shall comply with the requirements of 29 CFR part 3, which are incorporated by reference in this contract.
6. **Subcontracts.** The contractor or subcontractor shall insert Form FHWA-1273 in any subcontracts and also require the subcontractors to include Form FHWA-1273 in any lower tier subcontracts. The prime contractor shall be responsible for the compliance by any subcontractor or lower tier subcontractor with all the contract clauses in 29 CFR 5.5.
7. **Contract termination:** debarment. A breach of the contract clauses in 29 CFR 5.5 may be grounds for termination of the contract, and for debarment as a contractor and a subcontractor as provided in 29 CFR 5.12.
8. **Compliance with Davis-Bacon and Related Act requirements.** All rulings and interpretations of the Davis-Bacon and Related Acts contained in 29 CFR parts 1, 3, and 5 are herein incorporated by reference in this contract.
9. **Disputes concerning labor standards.** Disputes arising out of the labor standards provisions of this contract shall not be subject to the general disputes clause of this contract. Such disputes shall be resolved in accordance with the procedures of the Department of Labor set forth in 29 CFR parts 5, 6, and 7. Disputes within the meaning of this clause include disputes between the contractor (or any of its subcontractors) and the contracting agency, the U.S. Department of Labor, or the employees or their representatives.
10. **Certification of eligibility.**
    a. By entering into this contract, the contractor certifies that neither it (nor he or she) nor any person or firm who has an interest in the contractor's firm is a person or firm ineligible to be awarded Government contracts by virtue of section 3(a) of the Davis-Bacon Act or 29 CFR 5.12(a)(1).
    b. No part of this contract shall be subcontracted to any person or firm ineligible for award of a Government contract by virtue of section 3(a) of the Davis-Bacon Act or 29 CFR 5.12(a)(1).
    c. The penalty for making false statements is prescribed in the U.S. Criminal Code, 18 U.S.C. 1001.

## V. CONTRACT WORK HOURS AND SAFETY STANDARDS ACT

The following clauses apply to any Federal-aid construction contract in an amount in excess of $100,000 and subject to the overtime provisions of the Contract Work Hours and Safety Standards Act. These clauses shall be inserted in addition to the clauses required by 29 CFR 5.5(a) or 29 CFR 4.6. As used in this paragraph, the terms laborers and mechanics include watchmen and guards.

1. **Overtime requirements.** No contractor or subcontractor contracting for any part of the contract work which may require or involve the employment of laborers or mechanics shall require or permit any such laborer or mechanic in any workweek in which he or she is employed on such work to work in excess of forty hours in such workweek unless such laborer or mechanic receives compensation at a rate not less than one and one-half times the basic rate of pay for all hours worked in excess of forty hours in such workweek.
2. **Violation; liability for unpaid wages; liquidated damages.** In the event of any violation of the clause set forth in paragraph (1.) of this section, the contractor and any subcontractor responsible therefor shall be liable for the unpaid wages. In addition, such contractor and subcontractor shall be liable to the United States (in the case of work done under contract for the District of Columbia or a territory, to such District or to such territory), for liquidated damages. Such liquidated damages shall be computed with respect to each individual laborer or mechanic, including watchmen and guards, employed in violation of the clause set forth in paragraph (1.) of this section, in the sum of $10 for each calendar day on which such individual was required or permitted to work in excess of the standard workweek of forty hours without payment of the overtime wages required by the clause set forth in paragraph (1.) of this section.
3. **Withholding for unpaid wages and liquidated damages.** The FHWA or the contacting agency shall upon its own action or upon written request of an authorized representative of the Department of Labor withhold or cause to be withheld, from any moneys payable on account of work performed by the contractor or subcontractor under any such contract or any other Federal contract with the same prime contractor, or any other federally-assisted contract subject to the Contract Work Hours and Safety Standards Act, which is held by the same prime contractor, such sums as may be determined to be necessary to satisfy any liabilities of such contractor or subcontractor for unpaid wages and liquidated damages as provided in the clause set forth in paragraph (2.) of this section.
4. **Subcontracts.** The contractor or subcontractor shall insert in any subcontracts the clauses set forth in paragraph (1.) through (4.) of this section and also a clause requiring the subcontractors to include these clauses in any lower tier subcontracts. The prime contractor shall be responsible for compliance by any subcontractor or lower tier subcontractor with the clauses set forth in paragraphs (1.) through (4.) of this section.

## VI. SUBLETTING OR ASSIGNING THE CONTRACT

This provision is applicable to all Federal-aid construction contracts on the National Highway System.

1. The contractor shall perform with its own organization contract work amounting to not less than 30 percent (or a greater percentage if specified elsewhere in the contract) of the total original contract price, excluding any specialty items designated by the contracting agency. Specialty items may be performed by subcontract and the amount of any such specialty items performed may be deducted from the total original contract price before computing the amount of work required to be performed by the contractor's own organization (23 CFR 635.116).
    a. The term “perform work with its own organization” refers to workers employed or leased by the prime contractor, and equipment owned or rented by the prime contractor, with or without operators. Such term does not include employees or equipment of a subcontractor or lower tier subcontractor, agents of the prime contractor, or any other assignees. The term may include payments for the costs of hiring leased employees

from an employee leasing firm meeting all relevant Federal and State regulatory requirements. Leased employees may only be included in this term if the prime contractor meets all of the following conditions:
(1) the prime contractor maintains control over the supervision of the day-to-day activities of the leased employees;
(2) the prime contractor remains responsible for the quality of the work of the leased employees;
(3) the prime contractor retains all power to accept or exclude individual employees from work on the project; and
(4) the prime contractor remains ultimately responsible for the payment of predetermined minimum wages, the submission of payrolls, statements of compliance and all other Federal regulatory requirements.

b. "Specialty Items" shall be construed to be limited to work that requires highly specialized knowledge, abilities, or equipment not ordinarily available in the type of contracting organizations qualified and expected to bid or propose on the contract as a whole and in general are to be limited to minor components of the overall contract.

2. The contract amount upon which the requirements set forth in paragraph (1) of Section VI is computed includes the cost of material and manufactured products which are to be purchased or produced by the contractor under the contract provisions.
3. The contractor shall furnish (a) a competent superintendent or supervisor who is employed by the firm, has full authority to direct performance of the work in accordance with the contract requirements, and is in charge of all construction operations (regardless of who performs the work) and (b) such other of its own organizational resources (supervision, management, and engineering services) as the contracting officer determines is necessary to assure the performance of the contract.
4. No portion of the contract shall be sublet, assigned or otherwise disposed of except with the written consent of the contracting officer, or authorized representative, and such consent when given shall not be construed to relieve the contractor of any responsibility for the fulfillment of the contract. Written consent will be given only after the contracting agency has assured that each subcontract is evidenced in writing and that it contains all pertinent provisions and requirements of the prime contract.
5. The 30% self-performance requirement of paragraph (1) is not applicable to design-build contracts; however, contracting agencies may establish their own self-performance requirements.

## VII. SAFETY: ACCIDENT PREVENTION

This provision is applicable to all Federal-aid construction contracts and to all related subcontracts.

1. In the performance of this contract the contractor shall comply with all applicable Federal, State, and local laws governing safety, health, and sanitation (23 CFR 635). The contractor shall provide all safeguards, safety devices and protective equipment and take any other needed actions as it determines, or as the contracting officer may determine, to be reasonably necessary to protect the life and health of employees on the job and the safety of the public and to protect property in connection with the performance of the work covered by the contract.
2. It is a condition of this contract, and shall be made a condition of each subcontract, which the contractor enters into pursuant to this contract, that the contractor and any subcontractor shall not permit any employee, in performance of the contract, to work in surroundings or under conditions which are unsanitary, hazardous or dangerous to his/her health or safety, as determined under construction safety and health standards (29 CFR 1926) promulgated by the Secretary of Labor, in accordance with Section 107 of the Contract Work Hours and Safety Standards Act (40 U.S.C. 3704).
3. Pursuant to 29 CFR 1926.3, it is a condition of this contract that the Secretary of Labor or authorized representative thereof, shall have right of entry to any site of contract performance to inspect or investigate the matter of compliance with the construction safety and health standards and to carry out the duties of the Secretary under Section 107 of the Contract Work Hours and Safety Standards Act (40 U.S.C.3704).

## VIII. FALSE STATEMENTS CONCERNING HIGHWAY PROJECTS

This provision is applicable to all Federal-aid construction contracts and to all related subcontracts.

In order to assure high quality and durable construction in conformity with approved plans and specifications and a high degree of reliability on statements and representations made by engineers, contractors, suppliers, and workers on Federal-aid highway projects, it is essential that all persons concerned with the project perform their functions as carefully, thoroughly, and honestly as possible. Willful falsification, distortion, or misrepresentation with respect to any facts related to the project is a violation of Federal law. To prevent any misunderstanding regarding the seriousness of these and similar acts, Form FHWA-1022 shall be posted on each Federal-aid highway project (23 CFR 635) in one or more places where it is readily available to all persons concerned with the project:

18 U.S.C. 1020 reads as follows:

"Whoever, being an officer, agent, or employee of the United States, or of any State or Territory, or whoever, whether a person, association, firm, or corporation, knowingly makes any false statement, false representation, or false report as to the character, quality, quantity, or cost of the material used or to be used, or the quantity or quality of the work performed or to be performed, or the cost thereof in connection with the submission of plans, maps, specifications, contracts, or costs of construction on any highway or related project submitted for approval to the Secretary of Transportation; or

Whoever knowingly makes any false statement, false representation, false report or false claim with respect to the character, quality, quantity, or cost of any work performed or to be performed, or materials furnished or to be furnished, in connection with the construction of any highway or related project approved by the Secretary of Transportation; or

Whoever knowingly makes any false statement or false representation as to material fact in any statement, certificate, or report submitted pursuant to provisions of the Federal-aid Roads Act approved July 1, 1916, (39 Stat. 355), as amended and supplemented;

Shall be fined under this title or imprisoned not more than 5 years or both."

## IX. IMPLEMENTATION OF CLEAN AIR ACT AND FEDERAL WATER POLLUTION CONTROL ACT

This provision is applicable to all Federal-aid construction contracts and to all related subcontracts.

By submission of this bid/proposal or the execution of this contract, or subcontract, as appropriate, the bidder, proposer, Federal-aid construction contractor, or subcontractor, as appropriate, will be deemed to have stipulated as follows:

1. That any person who is or will be utilized in the performance of this contract is not prohibited from receiving an award due to a violation of Section 508 of the Clean Water Act or Section 306 of the Clean Air Act.
2. That the contractor agrees to include or cause to be included the requirements of paragraph (1) of this Section X in every subcontract, and further agrees to take such action as the contracting agency may direct as a means of enforcing such requirements.

## X. CERTIFICATION REGARDING DEBARMENT, SUSPENSION, INELIGIBILITY AND VOLUNTARY EXCLUSION

This provision is applicable to all Federal-aid construction contracts, design-build contracts, subcontracts, lower-tier subcontracts, purchase orders, lease agreements, consultant contracts or any other covered transaction requiring FHWA approval or that is estimated to cost $25,000 or more – as defined in 2 CFR Parts 180 and 1200.

1. **Instructions for Certification – First Tier Participants:**
   a. By signing and submitting this proposal, the prospective first tier participant is providing the certification set out below.
   b. The inability of a person to provide the certification set out below will not necessarily result in denial of participation in this covered transaction. The prospective first tier participant shall submit an explanation of why it cannot provide the certification set out below. The certification or explanation will be considered in connection with the department or agency's determination whether to enter into this transaction. However, failure of the prospective first tier participant to furnish a certification or an explanation shall disqualify such a person from participation in this transaction.
   c. The certification in this clause is a material representation of fact upon which reliance was placed when the contracting agency determined to enter into this transaction. If it is later determined that the prospective participant knowingly rendered an erroneous certification, in addition to other remedies available to the Federal Government, the contracting agency may terminate this transaction for cause of default.
   d. The prospective first tier participant shall provide immediate written notice to the contracting agency to whom this proposal is submitted if any time the prospective first tier participant learns that its certification was erroneous when submitted or has become erroneous by reason of changed circumstances.
   e. The terms "covered transaction," "debarred," "suspended," "ineligible," "participant," "person," "principal," and "voluntarily excluded," as used in this clause, are defined in 2 CFR Parts 180 and 1200. “First Tier Covered Transactions” refers to any covered transaction between a grantee or subgrantee of Federal funds and a participant (such as the prime or general contract). “Lower Tier Covered Transactions” refers to any covered transaction under a First Tier Covered Transaction (such as subcontracts). “First Tier Participant” refers to the participant who has entered into a covered transaction with a grantee or subgrantee of Federal funds (such as the prime or general contractor). “Lower Tier Participant” refers any participant who has entered into a covered transaction with a First Tier Participant or other Lower Tier Participants (such as subcontractors and suppliers).
   f. The prospective first tier participant agrees by submitting this proposal that, should the proposed covered transaction be entered into, it shall not knowingly enter into any lower tier covered transaction with a person who is debarred, suspended, declared ineligible, or voluntarily excluded from participation in this covered transaction, unless authorized by the department or agency entering into this transaction.
   g. The prospective first tier participant further agrees by submitting this proposal that it will include the clause titled "Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion-Lower Tier Covered Transactions," provided by the department or contracting agency, entering into this covered transaction, without modification, in all lower tier covered transactions and in all solicitations for lower tier covered transactions exceeding the $25,000 threshold.
   h. A participant in a covered transaction may rely upon a certification of a prospective participant in a lower tier covered transaction that is not debarred, suspended, ineligible, or voluntarily excluded from the covered transaction, unless it knows that the certification is erroneous. A participant is responsible for ensuring that its principals are not suspended, debarred, or otherwise ineligible to participate in covered transactions. To verify the eligibility of its principals, as well as the eligibility of any lower tier prospective participants, each participant may, but is not required to, check the Excluded Parties List System website (https://www.epls.gov/), which is compiled by the General Services Administration.
   i. Nothing contained in the foregoing shall be construed to require the establishment of a system of records in order to render in good faith the certification required by this clause. The knowledge and information of the prospective participant is not required to exceed that which is normally possessed by a prudent person in the ordinary course of business dealings.
   j. Except for transactions authorized under paragraph (f) of these instructions, if a participant in a covered transaction knowingly enters into a lower tier covered transaction with a person who is suspended, debarred, ineligible, or voluntarily excluded from participation in this transaction, in addition to other remedies available to the Federal Government, the department or agency may terminate this transaction for cause or default.

* * * * *

2. **Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion – First Tier Participants:**
   a. The prospective first tier participant certifies to the best of its knowledge and belief, that it and its principals:
      (1) Are not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participating in covered transactions by any Federal department or agency;
      (2) Have not within a three-year period preceding this proposal been convicted of or had a civil judgment rendered against them for commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (Federal, State or local) transaction or contract under a public transaction; violation of Federal or State antitrust statutes or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, or receiving stolen property;
      (3) Are not presently indicted for or otherwise criminally or civilly charged by a governmental entity (Federal, State or local) with commission of any of the offenses enumerated in paragraph (a)(2) of this certification; and
      (4) Have not within a three-year period preceding this application/proposal had one or more public transactions (Federal, State or local) terminated for cause or default.
   b. Where the prospective participant is unable to certify to any of the statements in this certification, such prospective participant shall attach an explanation to this proposal.
2. **Instructions for Certification - Lower Tier Participants:**
   (Applicable to all subcontracts, purchase orders and other lower tier transactions requiring prior FHWA approval or estimated to cost $25,000 or more - 2 CFR Parts 180 and 1200)
   a. By signing and submitting this proposal, the prospective lower tier is providing the certification set out below.
   b. The certification in this clause is a material representation of fact upon which reliance was placed when this transaction was entered into. If it is later determined that the prospective lower tier participant knowingly rendered an erroneous certification, in addition to other remedies

available to the Federal Government, the department, or agency with which this transaction originated may pursue available remedies, including suspension and/or debarment.

c. The prospective lower tier participant shall provide immediate written notice to the person to which this proposal is submitted if at any time the prospective lower tier participant learns that its certification was erroneous by reason of changed circumstances.

d. The terms "covered transaction," "debarred," "suspended," "ineligible," "participant," "person," "principal," and "voluntarily excluded," as used in this clause, are defined in 2 CFR Parts 180 and 1200. You may contact the person to which this proposal is submitted for assistance in obtaining a copy of those regulations. “First Tier Covered Transactions” refers to any covered transaction between a grantee or subgrantee of Federal funds and a participant (such as the prime or general contract). “Lower Tier Covered Transactions” refers to any covered transaction under a First Tier Covered Transaction (such as subcontracts). “First Tier Participant” refers to the participant who has entered into a covered transaction with a grantee or subgrantee of Federal funds (such as the prime or general contractor). “Lower Tier Participant” refers any participant who has entered into a covered transaction with a First Tier Participant or other Lower Tier Participants (such as subcontractors and suppliers).

e. The prospective lower tier participant agrees by submitting this proposal that, should the proposed covered transaction be entered into, it shall not knowingly enter into any lower tier covered transaction with a person who is debarred, suspended, declared ineligible, or voluntarily excluded from participation in this covered transaction, unless authorized by the department or agency with which this transaction originated.

f. The prospective lower tier participant further agrees by submitting this proposal that it will include this clause titled "Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion-Lower Tier Covered Transaction," without modification, in all lower tier covered transactions and in all solicitations for lower tier covered transactions exceeding the $25,000 threshold.

g. A participant in a covered transaction may rely upon a certification of a prospective participant in a lower tier covered transaction that is not debarred, suspended, ineligible, or voluntarily excluded from the covered transaction, unless it knows that the certification is erroneous. A participant is responsible for ensuring that its principals are not suspended, debarred, or otherwise ineligible to participate in covered transactions. To verify the eligibility of its principals, as well as the eligibility of any lower tier prospective participants, each participant may, but is not required to, check the Excluded Parties List System website (https://www.epls.gov/), which is compiled by the General Services Administration.

h. Nothing contained in the foregoing shall be construed to require establishment of a system of records in order to render in good faith the certification required by this clause. The knowledge and information of participant is not required to exceed that which is normally possessed by a prudent person in the ordinary course of business dealings.

i. Except for transactions authorized under paragraph e of these instructions, if a participant in a covered transaction knowingly enters into a lower tier covered transaction with a person who is suspended, debarred, ineligible, or voluntarily excluded from participation in this transaction, in addition to other remedies available to the Federal Government, the department or agency with which this transaction originated may pursue available remedies, including suspension and/or debarment.

* * * * *

**Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion--Lower Tier Participants:**

1. The prospective lower tier participant certifies, by submission of this proposal, that neither it nor its principals is presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participating in covered transactions by any Federal department or agency.
2. Where the prospective lower tier participant is unable to certify to any of the statements in this certification, such prospective participant shall attach an explanation to this proposal.

* * * * *

## XI. CERTIFICATION REGARDING USE OF CONTRACT FUNDS FOR LOBBYING

This provision is applicable to all Federal-aid construction contracts and to all related subcontracts which exceed $100,000 (49 CFR 20).

1. The prospective participant certifies, by signing and submitting this bid or proposal, to the best of his or her knowledge and belief, that:
   a. No Federal appropriated funds have been paid or will be paid, by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of any Federal agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any Federal contract, the making of any Federal grant, the making of any Federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any Federal contract, grant, loan, or cooperative agreement.
   b. If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any Federal agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this Federal contract, grant, loan, or cooperative agreement, the undersigned shall complete and submit Standard Form-LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions.
2. This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by 31 U.S.C. 1352. Any person who fails to file the required certification shall be subject to a civil penalty of not less than $10,000 and not more than $100,000 for each such failure.
3. The prospective participant also agrees by submitting its bid or proposal that the participant shall require that the language of this certification be included in all lower tier subcontracts, which exceed $100,000 and that all such recipients shall certify and disclose accordingly.

# STANDARD SPECIAL PROVISION

# ON-THE-JOB TRAINING

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

## Description

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

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

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

## Minorities and Women

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

## Assigning Training Goals

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

**Training Classifications**

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

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

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

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

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

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

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

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

**Records and Reports**

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

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

**Trainee Interviews**

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

**Trainee Wages**

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

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

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

**Achieving or Failing to Meet Training Goals**

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

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

**Measurement and Payment**

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

**STANDARD SPECIAL PROVISION**
**MINIMUM WAGES**
**GENERAL DECISION NC20200090 01/03/2020 NC90**

Z-090

Date: January 3, 2020

General Decision Number: NC20200090 01/03/2020 NC90

Superseded General Decision Numbers: NC20190090

State: North Carolina

Construction Type: HIGHWAY

**COUNTIES:**

| | | |
|---|---|---|
| Brunswick | Greene | Onslow |
| Cumberland | Hoke | Pender |
| Currituck | Johnston | Pitt |
| Edgecombe | Nash | Wake |
| Franklin | New Hanover | Wayne |

HIGHWAY CONSTRUCTION PROJECTS (excluding tunnels, building structures in rest area projects & railroad construction; bascule, suspension & spandrel arch bridges designed for commercial navigation, bridges involving marine construction; and other major bridges).

Note: Under Executive Order (EO) 13658, an hourly minimum wage of $10.80 for calendar year 2020 that applies to all contracts subject to the Davis-Bacon Act for which the contract is awarded (and any solicitation was issued) on or after January 1, 2015. If this contract is covered by the EO, the contractor must pay all workers in any classification listed on this wage determination at least $10.80 per hour (or the applicable wage rate listed on this wage determination, if it is higher) for all hours spent performing on the contract for calendar year 2020. If this contract is covered by the EO and a classification considered necessary for performance of work on the contract does not appear on this wage determination, the contractor must pay workers in that classification at least the wage rate determined through the conformance process set forth in 29 CFR.5.5(a)(1)(ii) (or the EO minimum wage rate, if it is higher than the conformed wage rate). The EO minimum wage rate will be adjusted annually. Please note that this EO applies to the above-mentioned types of contracts entered into by the federal government that are subject to the Davis-Bacon Act itself, but it does not apply to contracts subject only to the Davis-Bacon Related Acts, including those set forth at 29 CFR 5.1(a)(2) – (60). Additional information on contractor requirements and worker protections under the EO is available at www.dol.gov/whd/govcontracts.

| Modification Number | Publication Date |
|---|---|
| 0 | 01/03/2020 |

SUNC2014-005 11/17/2014

| | Rates | Fringes |
|---|---|---|
| BLASTER | 21.04 | |
| CARPENTER | 13.72 | |
| CEMENT MASON/CONCRETE FINISHER | 14.48 | |
| ELECTRICIAN | | |

| | Rates | Fringes |
|---|---|---|
| Electrician | 17.97 | |
| Telecommunications Technician | 16.79 | .63 |
| IRONWORKER | 16.02 | |
| LABORER | | |
| Asphalt Raker and Spreader | 12.46 | |
| Asphalt Screed/Jackman | 14.33 | |
| Carpenter Tender | 12.88 | |
| Cement Mason/Concrete Finisher Tender | 12.54 | |
| Common or General | 10.20 | |
| Guardrail/Fence Installer | 12.87 | |
| Pipelayer | 12.17 | |
| Traffic Signal/Lighting Installer | 14.89 | |
| PAINTER | | |
| Bridge | 24.57 | |
| POWER EQUIPMENT OPERATORS | | |
| Asphalt Broom Tractor | 11.85 | |
| Bulldozer Fine | 17.04 | |
| Bulldozer Rough | 14.34 | |
| Concrete Grinder/Groover | 20.34 | 2.30 |
| Crane Boom Trucks | 20.54 | |
| Crane Other | 20.08 | |
| Crane Rough/All-Terrain | 20.67 | |
| Drill Operator Rock | 14.38 | |
| Drill Operator Structure | 21.14 | |
| Excavator Fine | 16.60 | |
| Excavator Rough | 14.00 | |
| Grader/Blade Fine | 18.47 | |
| Grader/Blade Rough | 14.62 | |
| Loader 2 Cubic Yards or Less | 13.76 | |
| Loader Greater Than 2 Cubic Yards | 14.14 | |
| Material Transfer Vehicle (Shuttle Buggy) | 15.18 | |
| Mechanic | 17.55 | |
| Milling Machine | 15.36 | |
| Off-Road Hauler/Water Tanker | 11.36 | |
| Oiler/Greaser | 13.55 | |
| Pavement Marking Equipment | 12.11 | |
| Paver Asphalt | 15.59 | |
| Paver Concrete | 18.20 | |
| Roller Asphalt Breakdown | 12.45 | |
| Roller Asphalt Finish | 13.85 | |
| Roller Other | 11.36 | |
| Scraper Finish | 12.71 | |
| Scraper Rough | 11.35 | |
| Slip Form Machine | 16.50 | |
| Tack Truck/Distributor Operator | 14.52 | |
| TRUCK DRIVER | | |
| GVWR of 26,000 Lbs or Less | 11.12 | |
| GVWR of 26,000 Lbs or Greater | 12.37 | |

Welders – Receive rate prescribed for craft performing operation to which welding is incidental.

Note: Executive Order (EO) 13706, Establishing Paid Sick Leave for Federal Contractors applies to all contracts subject to the Davis-Bacon Act for which the contract is awarded (and any solicitation was issued) on or after January 1, 2017. If this contract is covered by the EO, the contractor must provide employees with 1 hour of paid sick leave for every 30 hours they work, up to 56 hours of paid sick leave each year. Employees must be permitted to use paid sick leave for their own illness, injury or other health-related needs, including preventive care; to assist a family member (or person who is like family to the employee) who is ill, injured, or has other health-related needs, including preventive care; or for reasons resulting from, or to assist a family member (or person who is like family to the employee) who is a victim of, domestic violence, sexual assault, or stalking. Additional information on contractor requirements and worker protections under the EO is available at www.dol.gov/whd/govcontracts.

Unlisted classifications needed for work not included within the scope of the classifications listed may be added after award only as provided in the labor standards contract clauses (29 CFR 5.5(a)(1)(ii)).

The body of each wage determination lists the classification and wage rates that have been found to be prevailing for the cited type(s) of construction in the area covered by the wage determination. The classifications are listed in alphabetical order of "identifiers" that indicate whether the particular rate is a union rate (current union negotiated rate for local), a survey rate (weighted average rate) or a union average rate (weighted union average rate).

Union Rate Identifiers

A four letter classification abbreviation identifier enclosed in dotted lines beginning with characters other than "SU" or "UAVG" denotes that the union classification and rate were prevailing for that classification in the survey. Example: PLUM0198-005 07/01/2014. PLUM is an abbreviation identifier of the union which prevailed in the survey for this classification, which in this example would be Plumbers. 0198 indicates the local union number or district council number where applicable, i.e., Plumbers Local 0198. The next number, 005 in the example, is an internal number used in processing the wage determination. 07/01/2014 is the effective date of the most current negotiated rate, which in this example is July 1, 2014.

Union prevailing wage rates are updated to reflect all rate changes in the collective bargaining agreement (CBA) governing this classification and rate.

Survey Rate Identifiers

Classifications listed under the "SU" identifier indicate that no one rate prevailed for this classification in the survey and the published rate is derived by computing a weighted average rate based on all the rates reported in the survey for that classification. As this weighted average rate includes all rates reported in the survey, it may include both union and non-union rates. Example: SULA2012-007 5/13/2014. SU indicates the rates are survey rates based on a weighted average calculation of rates and are not majority rates. LA indicates the State of Louisiana. 2012 is the year of survey on which these classifications and rates are based. The next number, 007 in the example, is an internal number used in producing the wage determination. 5/13/2014 indicates the survey completion date for the classifications and rates under that identifier.

Survey wage rates are not updated and remain in effect until a new survey is conducted.

Union Average Rate Identifiers

Classification(s) listed under the UAVG identifier indicate that no single majority rate prevailed for those classifications; however, 100% of the data reported for the classifications was union data. EXAMPLE: UAVG-OH-0010 08/29/2014. UAVG indicates that the rate is a weighted union average rate. OH indicates the state. The next number, 0010 in the example, is an internal number used in producing the wage determination. 08/29/2014 indicates the survey completion date for the classifications and rates under that identifier.

A UAVG rate will be updated once a year, usually in January of each year, to reflect a weighted average of the current negotiated/CBA rate of the union locals from which the rate is based.

WAGE DETERMINATION APPEALS PROCESS

1.) Has there been an initial decision in the matter? This can be:

* an existing published wage determination
* a survey underlying a wage determination
* a Wage and Hour Division letter setting forth a position on a wage determination matter
* a conformance (additional classification and rate) ruling

On survey related matters, initial contact, including requests for summaries of surveys, should be with the Wage and Hour Regional Office for the area in which the survey was conducted because those Regional Offices have responsibility for the Davis-Bacon survey program. If the response from this initial contact is not satisfactory, then the process described in 2.) and 3.) should be followed.

With regard to any other matter not yet ripe for the formal process described here, initial contact should be with the Branch of Construction Wage Determinations. Write to:

Branch of Construction Wage Determinations
Wage and Hour Division
U. S. Department of Labor
200 Constitution Avenue, N.W.
Washington, D.C. 20210

2.) If the answer to the question in 1.) is yes, then an interested party (those affected by the action) can request review and reconsideration from the Wage and Hour Administrator (See 29 CFR Part 1.8 and 29 CFR Part 7). Write to:

Wage and Hour Administrator
U.S. Department of Labor
200 Constitution Avenue, N.W.
Washington, D.C. 20210

The request should be accompanied by a full statement of the interested party's position and by any information (wage payment data, project description, area practice material, etc.) that the requestor considers relevant to the issue.

3.) If the decision of the Administrator is not favorable, an interested party may appeal directly to the Administrative Review Board (formerly the Wage Appeals Board). Write to:

Administrative Review Board
U.S. Department of Labor
200 Constitution Avenue, N.W.
Washington, D.C. 20210

4.) All decisions by the Administrative Review Board are final.

END OF GENERAL DECISION

# LETTER OF INTENT TO PERFORM AS A SUBCONTRACTOR

| CONTRACT: | NAME OF BIDDER: |
|---|---|
| | |

The undersigned intends to perform work in connection with the above contract upon execution of the bid and subsequent award of contract by the Local Public Agency as:

Name of MBE/WBE/DBE Subcontractor_____
Address_____
City_____State_____Zip_____

Please check all that apply:
Minority Business Enterprise (MBE)____
Women Business Enterprise (WBE)_____
Disadvantaged Business Enterprise (DBE)____

The MBE /WBE /DBE status of the above named subcontractor is certified by the North Carolina Department of Transportation. The above named subcontractor is prepared to perform the described work listed on the attached MBE/WBE/DBE Commitment Items sheet, in connection with the above contract upon execution of the bid and subsequent award of contract by the Local Public Agency. The above named subcontractor is prepared to perform the described work at the estimated Commitment Total for Subcontractor Price identified on the MBE/WBE/DBE Commitment Items sheet and amount indicated below.

Commitment Total based on estimated Unit Prices and Quantities on the "attached" MBE/WBE/DBE Commitment Items sheet:

Amount **$** _____

The above named bidder and subcontractor mutually accepts the Commitment Total estimated for the Unit Prices and Quantities. This commitment total is based on estimated quantities only and most likely will vary up or down as the project is completed. Final compensation will be based on actual quantities of work performed and accepted during the pursuance of work. The above listed amount represents the entire dollar amount quoted based on these estimated quantities. No conversations, verbal agreements, and/or other forms of non-written representations shall serve to add, delete, or modify the terms as stated.

This document shall not serve in any manner as an actual subcontract between the two parties. A separate subcontractor agreement will describe in detail the contractual obligations of the bidder and the MBE/WBE/DBE subcontractor.

**Affirmation**

The above named MBE/ WBE/ DBE subcontractor affirms that it will perform the portion(s) of the contract for the estimated dollar value as stated above.

| | |
|---|---|
| **Name of MBE/ WBE/ DBE Subcontractor** | **Name of Bidder** |
| **Signature / Title** | **Signature / Title** |
| **Date** | **Date** |

| **LISTING OF DBE SUBCONTRACTORS** | | | Sheet _____ of _____ | |
|---|---|---|---|---|
| Firm Name and Address | Item No. | Item Description | * Agreed upon Unit Price | ** Dollar Volume of Item |
| **Name**<br><br>Address | | | | |
| **Name**<br><br>Address | | | | |
| **Name**<br><br>Address | | | | |
| **Name**<br><br>Address | | | | |
| **Name**<br><br>Address | | | | |
| **Name**<br><br>Address | | | | |
| **Name**<br><br>Address | | | | |

# BID FORM

NEW HANOVER COUNTY, NORTH CAROLINA

BID FORM

TIP No: U-5527C

Date:

County: New Hanover

Description: Grading, paving, pavement markings, signing, and drainage for approx. 800 linear feet of multi-use path along Middle Sound Loop Road in New Hanover County, NC.

| LINE ITEM | STD. ITEM NO. | SECT. | DESCRIPTION | QTY | UNIT | UNIT PRICE | TOTAL AMOUNT |
|---|---|---|---|---|---|---|---|
| 1 | 0000100000-N | 800 | Mobilization | 1 | LS | | |
| 2 | 0000400000-N | 801 | Construction Surveying | 1 | LS | | |
| 3 | 0001000000-E | 200 | Clearing and Grubbing | 1 | LS | | |
| 4 | 0063000000-N | SP | Grading | 1 | LS | | |
| 5 | 0196000000-E | 270 | Geotextile for Soil Stabilization | 920 | SY | | |
| 6 | 0335100000-E | 305 | 12" Drainage Pipe | 24 | LF | | |
| 7 | 1099500000-E | 505 | Shallow Undercut | 75 | CY | | |
| 8 | 1099700000-E | 505 | Class IV Subgrade Stabilization | 150 | TN | | |
| 9 | 1121000000-E | 520 | Aggregate Base Course | 160 | TN | | |
| 10 | 1519000000-E | 610 | Asphalt Concrete Surface Course, Type SF9.5B | 65 | TN | | |
| 11 | 1575000000-E | 620 | Asphalt Binder for Plant Mix, Grade PG64-22 | 5 | TN | | |
| 12 | 2286000000-N | 840 | Masonry Drainage Structures | 1 | EA | | |
| 13 | 2352000000-N | 840 | Frame with Grate, Std. 840.19 | 1 | EA | | |
| 14 | 2605000000-N | 848 | Concrete Curb Ramp | 3 | EA | | |
| 15 | 3649000000-E | 876 | Rip Rap, Class B | 8 | TN | | |
| 16 | 3656000000-E | 876 | Geotextile for Drainage | 20 | SY | | |
| 17 | 4025000000-E | 901 | Contractor Furnished, Type E Sign | 17 | SF | | |
| 18 | 4110000000-N | 904 | Sign Erection,Type E (Ground Mounted) | 4 | EA | | |
| 19 | 4457000000-N | SP | Temporary Traffic Control | 1 | LS | | |
| 20 | 4697000000-E | 1205 | Thermoplastic Pavement Marking Lines, 8" , 120 mils | 60 | LF | | |
| 21 | 6000000000-E | 1605 | Temporary Silt Fence | 1600 | LF | | |
| 22 | 6006000000-E | 1610 | Stone for Erosion Control, Class A | 10 | TN | | |
| 23 | 6018000000-E | 1620 | Seed for Temporary Seeding | 10 | POUND | | |
| 24 | 6021000000-E | 1620 | Fertilizer for Temporary Seeding | 0.1 | TN | | |
| 25 | 6084000000-E | 1660 | Seeding and Mulching | 0.2 | ACRE | | |
| 26 | 6090000000-E | 1661 | Seed for Repair Seeding | 5 | POUND | | |
| 27 | 6093000000-E | 1661 | Fertilizer for Repair Seeding | 0.1 | TN | | |
| 28 | 6108000000-E | 1665 | Fertilizer Topdressing | 0.2 | TN | | |
| 29 | | SPC | Remove and Re-Install Fence in Like Kind | 1 | LS | | |
| | | | | | | | |
| | | | | | | TOTAL BID AMOUNT | |

# EXECUTION OF BID

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

## CORPORATION

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

In addition, execution of this bid in the proper manner also constitutes the Bidder's certification of status under penalty of perjury under the laws of the United States in accordance with the Debarment Certification attached, provided that the Debarment Certification also includes any required statements concerning exceptions that are applicable.

*N.C.G.S. § 133-32* and Executive Order 24 prohibit the offer to, or acceptance by, any State Employee of any gift from anyone with a contract with the State, or from any person seeking to do business with the State. By execution of any response in this procurement, you attest, for your entire organization and its employees or agents, that you are not aware that any such gift has been offered, accepted, or promised by any employees of your organization.

## SIGNATURE OF CONTRACTOR

_____
Full name of Corporation

_____
Address as Prequalified

Attest _____ By _____

Secretary/Assistant Secretary
*Select appropriate title*

President/Vice President/Assistant Vice President
*Select appropriate title*

_____
Print or type Signer's name

_____
Print or type Signer's name

**CORPORATE SEAL**

## AFFIDAVIT MUST BE NOTARIZED

Subscribed and sworn to before me this the

_____ day of _____ 20__.

**NOTARY SEAL**

_____
Signature of Notary Public

of _____County

State of _____

My Commission Expires:_____

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

## PARTNERSHIP

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

In addition, execution of this bid in the proper manner also constitutes the Bidder's certification of status under penalty of perjury under the laws of the United States in accordance with the Debarment Certification attached, provided that the Debarment Certification also includes any required statements concerning exceptions that are applicable.

*N.C.G.S. § 133-32* and Executive Order 24 prohibit the offer to, or acceptance by, any State Employee of any gift from anyone with a contract with the State, or from any person seeking to do business with the State. By execution of any response in this procurement, you attest, for your entire organization and its employees or agents, that you are not aware that any such gift has been offered, accepted, or promised by any employees of your organization.

## SIGNATURE OF CONTRACTOR

_____
Full Name of Partnership

_____
Address as Prequalified

_____ By _____
Signature of Witness Signature of Partner

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

## AFFIDAVIT MUST BE NOTARIZED

Subscribed and sworn to before me this the **NOTARY SEAL**

_____ day of _____ 20__.

_____
Signature of Notary Public

of _____County

State of _____

My Commission Expires:_____

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

## LIMITED LIABILITY COMPANY

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

In addition, execution of this bid in the proper manner also constitutes the Bidder's certification of status under penalty of perjury under the laws of the United States in accordance with the Debarment Certification attached, provided that the Debarment Certification also includes any required statements concerning exceptions that are applicable.

*N.C.G.S. § 133-32* and Executive Order 24 prohibit the offer to, or acceptance by, any State Employee of any gift from anyone with a contract with the State, or from any person seeking to do business with the State. By execution of any response in this procurement, you attest, for your entire organization and its employees or agents, that you are not aware that any such gift has been offered, accepted, or promised by any employees of your organization.

## SIGNATURE OF CONTRACTOR

_____
Full Name of Firm

_____
Address as Prequalified

| | |
|---|---|
| _____<br>Signature of Witness | _____<br>Signature of Member/Manager/Authorized Agent<br>*Select appropriate title* |
| _____<br>Print or type Signer's name | _____<br>Print or type Signer's Name |

## AFFIDAVIT MUST BE NOTARIZED

Subscribed and sworn to before me this the

_____ day of _____ 20__.

_____
Signature of Notary Public

of _____County

State of _____

My Commission Expires:_____

**NOTARY SEAL**

Contract No. _____ Rev. 11-1-12

County _____

M-4

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

## JOINT VENTURE (2) or (3)

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

In addition, execution of this bid in the proper manner also constitutes the Bidder's certification of status under penalty of perjury under the laws of the United States in accordance with the Debarment Certification attached, provided that the Debarment Certification also includes any required statements concerning exceptions that are applicable.

*N.C.G.S. § 133-32* and Executive Order 24 prohibit the offer to, or acceptance by, any State Employee of any gift from anyone with a contract with the State, or from any person seeking to do business with the State. By execution of any response in this procurement, you attest, for your entire organization and its employees or agents, that you are not aware that any such gift has been offered, accepted, or promised by any employees of your organization.

## SIGNATURE OF CONTRACTOR

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

(1) _____

Name of Joint Venture

(2) _____

Name of Contractor

_____

Address as Prequalified

| | | |
|---|---|---|
| _____ | | _____ |
| Signature of Witness or Attest | By | Signature of Contractor |
| _____ | | _____ |
| Print or type Signer's name | | Print or type Signer's name |

*If Corporation, affix Corporate Seal* and

(3) _____

Name of Contractor

_____

Address as Prequalified

| | | |
|---|---|---|
| _____ | | _____ |
| Signature of Witness or Attest | By | Signature of Contractor |
| _____ | | _____ |
| Print or type Signer's name | | Print or type Signer's name |

*If Corporation, affix Corporate Seal* and

(4) _____

Name of Contractor *(for 3 Joint Venture only)*

_____

Address as Prequalified

| | | |
|---|---|---|
| _____ | | _____ |
| Signature of Witness or Attest | By | Signature of Contractor |
| _____ | | _____ |
| Print or type Signer's name | | Print or type Signer's name |

*If Corporation, affix Corporate Seal*

*NOTARY SEAL*
*Affidavit must be notarized for Line (2)*
Subscribed and sworn to before me this
_____day of_____ 20___
_____
Signature of Notary Public
of _____County
State of _____
My Commission Expires:_____

*NOTARY SEAL*
*Affidavit must be notarized for Line (3)*
Subscribed and sworn to before me this
_____day of _____ 20___
_____
Signature of Notary Public
of _____County
State of _____
My Commission Expires:_____

*NOTARY SEAL*
*Affidavit must be notarized for Line (4)*
Subscribed and sworn to before me this
____day of _____ 20_____
_____
Signature of Notary Public
of _____County
State of _____
My Commission Expires:_____

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

## INDIVIDUAL DOING BUSINESS UNDER A FIRM NAME

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

In addition, execution of this bid in the proper manner also constitutes the Bidder's certification of status under penalty of perjury under the laws of the United States in accordance with the Debarment Certification attached, provided that the Debarment Certification also includes any required statements concerning exceptions that are applicable.

*N.C.G.S. § 133-32* and Executive Order 24 prohibit the offer to, or acceptance by, any State Employee of any gift from anyone with a contract with the State, or from any person seeking to do business with the State. By execution of any response in this procurement, you attest, for your entire organization and its employees or agents, that you are not aware that any such gift has been offered, accepted, or promised by any employees of your organization.

## SIGNATURE OF CONTRACTOR

Name of Contractor _____
Individual name

Trading and doing business as _____
Full name of Firm

_____
Address as Prequalified

_____ _____
Signature of Witness Signature of Contractor, Individually

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

## AFFIDAVIT MUST BE NOTARIZED

Subscribed and sworn to before me this the

**NOTARY SEAL**

_____ day of _____ 20__.

_____
Signature of Notary Public

of _____County

State of _____

My Commission Expires:_____

# EXECUTION OF BID

## NON-COLLUSION AFFIDAVIT, DEBARMENT CERTIFICATION AND GIFT BAN CERTIFICATION

## INDIVIDUAL DOING BUSINESS IN HIS OWN NAME

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

In addition, execution of this bid in the proper manner also constitutes the Bidder's certification of status under penalty of perjury under the laws of the United States in accordance with the Debarment Certification attached, provided that the Debarment Certification also includes any required statements concerning exceptions that are applicable.

*N.C.G.S. § 133-32* and Executive Order 24 prohibit the offer to, or acceptance by, any State Employee of any gift from anyone with a contract with the State, or from any person seeking to do business with the State. By execution of any response in this procurement, you attest, for your entire organization and its employees or agents, that you are not aware that any such gift has been offered, accepted, or promised by any employees of your organization.

## SIGNATURE OF CONTRACTOR

Name of Contractor _____
Print or type Individual name

_____
Address as Prequalified

_____
Signature of Contractor, Individually

_____
Print or type Signer's Name

_____
Signature of Witness

_____
Print or type Signer's name

## AFFIDAVIT MUST BE NOTARIZED

Subscribed and sworn to before me this the

**NOTARY SEAL**

_____ day of _____ 20__.

_____
Signature of Notary Public

of _____County

State of _____

My Commission Expires:_____

# DEBARMENT CERTIFICATION

Conditions for certification:

1. The prequalified bidder shall provide immediate written notice to the Municipality if at any time the bidder learns that his certification was erroneous when he submitted his debarment certification or explanation filed with the Municipality, or has become erroneous because of changed circumstances.

2. The terms *covered transaction, debarred, suspended, ineligible, lower tier covered transaction, participant, person, primary covered transaction, principal, 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 Municipality project representative.

3. The prequalified bidder agrees by submitting this form, that he will not knowingly enter into any lower tier covered transaction with a person who is debarred, suspended, declared ineligible, or voluntarily excluded from participation in Municipal contracts, unless authorized by the Municipality.

4. For Federal Aid projects, the prequalified bidder further agrees that by submitting this form he will include the Federal-Aid Provision titled *Required Contract Provisions Federal-Aid Construction Contract (Form FHWA PR* 1273) provided by the Municipality, without subsequent modification, in all lower tier covered transactions.

5. The prequalified bidder may rely upon a certification of a participant in a lower tier covered transaction that he is not debarred, suspended, ineligible, or voluntarily excluded from the covered transaction, unless he knows that the certification is erroneous. The bidder may decide the method and frequency by which he will determine the eligibility of his subcontractors.

6. Nothing contained in the foregoing shall be construed to require establishment of a system of records in order to render in good faith the certification required by this provision. The knowledge and information of a participant is not required to exceed that which is normally possessed by a prudent person in the ordinary course of business dealings.

7. Except as authorized in paragraph 6 herein, the Municipality may terminate any contract if the bidder knowingly enters into a lower tier covered transaction with a person who is suspended, debarred, ineligible, or voluntarily excluded from participation in this transaction, in addition to other remedies available by the Federal Government.

# DEBARMENT CERTIFICATION

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

a. Are not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from covered transactions by any Federal department or agency;

b. Have not within a three-year period preceding this proposal been convicted of or had a civil judgment rendered against them for commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (Federal, State or local) transaction or contract under a public transaction; violation of Federal or State antitrust statutes or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records; making false statements; or receiving stolen property;

c. Are not presently indicted for or otherwise criminally or civilly charged by a governmental entity (Federal, State or local) with commission of any of the offenses enumerated in paragraph b. of this certification; and

d. Have not within a three-year period preceding this proposal had one or more public transactions (Federal, State or local) terminated for cause or default.

e. Will submit a revised Debarment Certification immediately if his status changes and will show in his bid proposal an explanation for the change in status.

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

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

☐ Check here if an explanation is attached to this certification.

# BID BOND

Contract No. _____ Rev. 7-25-17
County _____

# STATE OF NORTH CAROLINA
# NEW HANOVER COUNTY

# BID BOND

Principal: _____
Name of Principal Contractor

Surety: _____
Name of Surety

Contract Number: _____ County: _____

Date of Bid: _____

KNOW ALL MEN BY THESE PRESENTS, That we, the PRINCIPAL CONTRACTOR (hereafter, PRINCIPAL) and SURETY above named, are held and firmly bound unto the **NEW HANOVER COUNTY** in the full and just sum of five (5) percent of the total amount bid by the Principal for the project stated above, for the payment of which sum well and truly to be made, we bind ourselves, our heirs, executors, administrators, and successors, jointly and severally, firmly by these presents.

NOW, THEREFORE, the condition of this obligation is: the Principal shall not withdraw its bid within sixty (60) days after the opening of the bids, or within such other time period as may be provided in the proposal, and if the **NEW HANOVER COUNTY** shall award a contract to the Principal, the Principal shall, within ten (10) calendar days after written notice of award is received by him, provide bonds with good and sufficient surety, as required for the faithful performance of the contract and for the protection of all persons supplying labor, material, and equipment for the prosecution of the work. In the event the Principal requests permission to withdraw his bid due to mistake in accordance with the provisions of Article 103-3 of the *Standard Specifications for Roads and Structures*, the conditions and obligations of this Bid Bond shall remain in full force and effect until the **NEW HANOVER COUNTY** makes a final determination to either allow the bid to be withdrawn or to proceed with award of the contract. In the event a determination is made to award the contract, the Principal shall have ten (10) calendar days to comply with the requirements set forth above. In the event the Principal withdraws its bid after bids are opened except as provided in Article 103-3, or after award of the contract has been made fails to execute such additional documents as may be required and to provide the required bonds within the time period specified above, then the amount of the bid bond shall be immediately paid to the **NEW HANOVER COUNTY** as liquidated damages.

IN TESTIMONY WHEREOF, the Principal and Surety have caused these presents to be duly signed and sealed.

This the _____ day of _____, 20 _____

_____
Surety

By _____
General Agent or Attorney-in-Fact Signature

*Seal of Surety*

_____
Print or type Signer's Name

Contract No. _____ Rev. 7-25-17
County _____

# BID BOND

## CORPORATION

SIGNATURE OF CONTRACTOR (Principal)

_____
Full name of Corporation

_____
Address as prequalified

By _____
Signature of **President**, **Vice President**, **Assistant Vice President**
*Select appropriate title*

_____
Print or type Signer's name

*Affix Corporate Seal*

Attest _____
Signature of **Secretary**, **Assistant Secretary**
*Select appropriate title*

_____
Print or type Signer's name

Contract No. _____
County _____

Rev. 7-25-17

# BID BOND

## LIMITED LIABILITY COMPANY

SIGNATURE OF CONTRACTOR (Principal)

Name of Contractor _____
Full name of Firm

_____
Address as prequalified

**Signature of Member/ Manager/Authorized Agent** _____
Individually

_____
Print or type Signer's name

Contract No. _____ Rev. 7-25-17
County _____

# BID BOND

## INDIVIDUAL DOING BUSINESS UNDER A FIRM NAME

SIGNATURE OF CONTRACTOR (Principal)

Name of Contractor _____
Individual Name

Trading and doing business as _____
Full name of Firm

_____
Address as prequalified

Signature of Contractor _____
Individually

_____
Print or type Signer's name

_____
Signature of Witness

_____
Print or type Signer's name

Contract No. _____ Rev. 7-25-17
County _____

# BID BOND

## INDIVIDUAL DOING BUSINESS IN HIS OWN NAME

SIGNATURE OF CONTRACTOR (Principal)

Name of Contractor _____
Print or type Individual Name

_____
Address as prequalified

Signature of Contractor _____
Individually

_____
Print or type Signer's name

_____
Signature of Witness

_____
Print or type Signer's name

Contract No. _____ Rev. 7-25-17
County _____

# BID BOND

## PARTNERSHIP

SIGNATURE OF CONTRACTOR (Principal)

_____
Full name of Partnership

_____
Address as prequalified

By _____
Signature of Partner

_____
Print or type Signer's name

_____
Signature of Witness

_____
Print or type Signer's name

Contract No. _____ Rev. 7-25-17
County _____

# BID BOND
# JOINT VENTURE (2 or 3)
SIGNATURE OF CONTRACTORS (Principal)

Instructions to Bidders: **2 Joint Ventures**, Fill in lines (1), (2) and (3) and execute. **3 Joint Venturers** Fill in lines (1), (2), (3), (4) and execute. Line (1), print or type the name of Joint Venture. On line (2), print or type the name of one of the joint venturers and execute below in the appropriate manner required by Article 102-8 of the *Specifications*. On Line (3), print or type the name of second joint venturer and execute below in the appropriate manner required by said article of the Specifications. On Line (4), print or type the name of the third joint venturer, if applicable and execute below in the appropriate manner required by said article of the Specifications. This form of execution must be strictly followed.

(1) _____
Name of Joint Venture

(2) _____
Name of Contractor

_____
Address as prequalified

| | | |
|---|---|---|
| _____ | By | _____ |
| Signature of Witness or Attest | | Signature of Contractor |
| _____ | | _____ |
| Print or type Signer's name | | Print or type Signer's name |

*If Corporation, affix Corporate Seal*

and

(3) _____
Name of Contractor

_____
Address as prequalified

| | | |
|---|---|---|
| _____ | By | _____ |
| Signature of Witness or Attest | | Signature of Contractor |
| _____ | | _____ |
| Print or type Signer's name | | Print or type Signer's name |

*If Corporation, affix Corporate Seal*

and

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

_____
Address as prequalified

| | | |
|---|---|---|
| _____ | By | _____ |
| Signature of Witness or Attest | | Signature of Contractor |
| _____ | | _____ |
| Print or type Signer's name | | Print or type Signer's name |

*If Corporation, affix Corporate Seal*

# PERFORMANCE BOND

Contract No. _____ Rev. 11-1-12
County _____

# NEW HANOVER COUNTY

## CONTRACT PERFORMANCE BOND

Date of Performance Bond Execution: _____

Name of Principal Contractor: _____

Name of Surety: _____

Name of Contracting Body: _____

_____

Amount of Bond: _____

Contract ID No.: _____

County Name: _____

KNOW ALL MEN BY THESE 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. _____
County _____

Rev. 11-1-12

# CONTRACT PERFORMANCE BOND

*Affix Seal of Surety Company*

_____
Print or type Surety Company Name

By _____
Print, stamp or type name of Attorney-in-Fact

_____
Signature of Attorney-in-Fact

_____
Signature of Witness

_____
Print or type Signer's name

_____
Address of Attorney-in-Fact

Contract No. _____ Rev. 11-1-12
County _____

# CONTRACT PERFORMANCE BOND

## CORPORATION

SIGNATURE OF CONTRACTOR (Principal)

_____
Full name of Corporation

_____
Address as prequalified

By _____
Signature of **President**, **Vice President**, **Assistant Vice President**
*Select appropriate title*

_____
Print or type Signer's name

*Affix Corporate Seal*

Attest _____
Signature of **Secretary**, **Assistant Secretary**
*Select appropriate title*

_____
Print or type Signer's name

Contract No. _____ Rev. 4-19-11
County _____

# CONTRACT PERFORMANCE BOND

## LIMITED LIABILITY COMPANY

SIGNATURE OF CONTRACTOR (Principal)

Name of Contractor _____
Full name of Firm

_____
Address as prequalified

By: _____
Signature of **Member, Manager, Authorized Agent**
*Select appropriate title*

_____
Print or type Signer's name

Contract No. _____ Rev. 4-19-11
County _____

# CONTRACT PERFORMANCE BOND

## INDIVIDUAL DOING BUSINESS UNDER A FIRM NAME

SIGNATURE OF CONTRACTOR (Principal)

Name of Contractor _____
Individual Name

Trading and doing business as _____
Full name of Firm

_____
Address as prequalified

Signature of Contractor _____
Individually

_____
Print or type Signer's name

_____
Signature of Witness

_____
Print or type Signer's name

Contract No. _____ Rev. 4-19-11
County _____

# CONTRACT PERFORMANCE BOND

## INDIVIDUAL DOING BUSINESS IN HIS OWN NAME

SIGNATURE OF CONTRACTOR (Principal)

Name of Contractor _____
Print or type Individual name

_____
Address as prequalified

Signature of Contractor _____
Individually

_____
Print or type Signer's name

_____
Signature of Witness

_____
Print or type Signer's name

Contract No. _____ Rev. 4-19-11
County _____

# CONTRACT PERFORMANCE BOND

## PARTNERSHIP

SIGNATURE OF CONTRACTOR (Principal)

_____
Full name of Partnership

_____
Address as prequalified

By _____
Signature of Partner

_____
Print or type Signer's name

_____
Signature of Witness

_____
Print or type Signer's name

Contract No. _____ Rev. 4-19-11
County _____

# CONTRACT PERFORMANCE BOND
# JOINT VENTURE (2) OR (3)

SIGNATURE OF CONTRACTORS (Principal)

Instructions to Bidders: **2 Joint Ventures**, Fill in lines (1), (2) and (3) and execute. **3 Joint Venturers** Fill in lines (1), (2), (3), (4) and execute. On Line (1), print or type the name of Joint Venture. On line (2), print or type the name of one of the joint venturers and execute below in the appropriate manner required by Article 102-8 of the *NCDOT Standard Specifications*. On Line (3), print or type the name of second joint venturer and execute below in the appropriate manner required by said article of the Specifications. On Line (4), print or type the name of the third joint venturer, if applicable and execute below in the appropriate manner required by said article of the Specifications. This form of execution must be strictly followed.

(1) _____
Name of Joint Venture

(2) _____
Name of Contractor

_____
Address as prequalified

| | | |
|---|---|---|
| _____ | | _____ |
| Signature of Witness or Attest | By | Signature of Contractor |
| _____ | | _____ |
| Print or type Signer's name | | Print or type Signer's name |

*If Corporation, affix Corporate Seal*

and

(3) _____
Name of Contractor

_____
Address as prequalified

| | | |
|---|---|---|
| _____ | | _____ |
| Signature of Witness or Attest | By | Signature of Contractor |
| _____ | | _____ |
| Print or type Signer's name | | Print or type Signer's name |

*If Corporation, affix Corporate Seal*

and

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

_____
Address as prequalified

| | | |
|---|---|---|
| _____ | | _____ |
| Signature of Witness or Attest | By | Signature of Contractor |
| _____ | | _____ |
| Print or type Signer's name | | Print or type Signer's name |

*If Corporation, affix Corporate Seal*

Contract No. _____ Rev. 4-19-11
County _____

# CONTRACT PERFORMANCE BOND

Attach certified copy of Power of Attorney to this sheet

# ENCROACHMENT AGREEMENT

STATE OF NORTH CAROLINA
# DEPARTMENT OF TRANSPORTATION

ROY COOPER
GOVERNOR

JAMES H. TROGDON, III
SECRETARY

September 9, 2019

Tim Burgess, Assistant County Manager
New Hanover County
230 Government Center Drive,
Wilmington, NC 28403

SUBJECT: Encroachment Agreement E033-065-19-00265 U-5527C Middle Sound Greenway along Middle Sound Loop Road (SR 1403) in New Hanover County.

Dear Mr. Burgess

Attached for your files is a copy of Right of Way Encroachment agreement properly executed. This agreement covers the following:

The installation of a multi-use path from Oyster Lane (Station 33+00) across Maple Leaf Drive (Station 39+00) to Station 41+00. This will include grading, paving, drainage, curb and gutter, sidewalk, signing, pavement markings and other related items, see attached documents.

- **New Hanover County has provided a letter stating that they will not release their contractor's bond until the NCDOT agrees that the work performed under this permit meets or exceeds NCDOT standards. The Encroaching Party shall notify NCDOT at 910-398-9100 upon completion of the work for a final inspection.**
- **Time Restriction – Peak Hours Restricted: No lane closures shall be allowed from 6:00am to 9:00am and from 4:00pm to 7:00pm and NO weekend lane closures. (HOURS SUBJECT TO CHANGE DUE TO TRAFFIC CONDITIONS – NIGHTTIME OPERATIONS WILL BE REQUIRED WHEN WARRANTED)**
- **Construction of residential driveway tie-ins to multi-use path within existing NCDOT right-of-way does not constitute acceptance of the subject residential driveways on the part of NCDOT nor the County of New Hanover.**
- **Any work requiring equipment, material or personnel within five (5) feet of the edge of pavement of an undivided facility and within ten (10) feet of the edge of pavement of a divided facility shall require a lane closure with appropriate tapers.**
- **Any pavement damaged due to installation of this utility or damaged by equipment used to install this utility, shall be resurfaced to the satisfaction of District Engineer.**

This approval is subject to this work being done in accordance with the attached plan sheets and standard conditions.

Sincerely,

DocuSigned by:
Jon Roan
955306F52744476...

Jon Roan, Assistant District Engineer
for Karen E. Collette, PE, Division Engineer

KEC/jr/rec

Attachments

ec: Kathy L. Stephens; NCDOT New Hanover County Maintenance Engineer

ROUTE SR 1403 PROJECT Middle Sound Greenway COUNTY OF NEW HANOVER STATE OF NORTH CAROLINA

DEPARTMENT OF TRANSPORTATION

-AND-

New Hanover County

230 Government Center Drive, Wilmington, NC 28403

RIGHT OF WAY ENCROACHMENT AGREEMENT FOR CURB AND GUTTER, PAVEMENT WIDENING AND STORM DRAINAGE

DS JR

THIS AGREEMENT, made and entered into this the 9/9/2019 day of 20 19, by and between the Department of Transportation, party of the first part; and New Hanover County party of the second part,

WITNESSETH

THAT WHEREAS, the party of the second part desires to encroach on the right of way of the public road designated as Route(s) SR 1403, located along the north side of SR 1403 from SR 1988 to a point approximately 900' east with the construction and/or erection of: A multi-use path, grading, drainage, signing, and pavement marking.

WHEREAS, it is to the material advantage of the party of the second part to effect this encroachment, and the party of the first part in the exercise of authority conferred upon it by statute, is willing to permit the encroachment within the limits of the right of way as indicated, subject to the conditions of this agreement;

NOW, THEREFORE, IT IS AGREED that the party of the first part hereby grants to the party of the second part the right and privilege to make this encroachment as shown on attached plan sheet(s), specifications and special provisions which are made a part hereof upon the following conditions, to wit:

That the said party of the second part binds and obligates himself to install the encroaching facility in such safe and proper condition that it will not interfere with or endanger travel upon said highway.

That the party of the second part agrees to provide during construction proper signs, signal lights, flagmen and other warning devices for the protection of traffic in conformance with the latest Manual on Uniform Traffic Control Devices for Streets and Highways and Amendments or Supplements thereto. Information as to the above rules and regulations may be obtained from the Division Engineer of the party of the first part.

That the party of the second part hereby agrees to indemnify and save harmless the party of the first part from all damages and claims for damage that may arise by reason of the installation and maintenance of this encroachment.

It is clearly understood by the party of the second part that the party of the first part will assume no responsibility for any damage that may be caused to such facilities, within the highway rights of way limits, in carrying out its construction.

That the party of the second part agrees to restore all areas disturbed during construction to the satisfaction of the Division Engineer of the party of the first part. The party of the second part agrees to exercise every reasonable precaution during construction and maintenance to prevent eroding of soil; silting or pollution of rivers, streams, lakes, reservoirs, other water impoundments, ground surfaces or other property; or pollution of the air. There shall be compliance with applicable rules and regulations of the North Carolina Division of Environmental Management, North Carolina Sedimentation Control Commission, and with ordinances and regulations of various counties, municipalities and other official agencies relating to pollution prevention and control. When any construction operation disturbs the ground surface and existing ground cover, the party of the second part agrees to remove and replace the sod or otherwise reestablish the grass cover to meet the satisfaction of the Division Engineer of the party of the first part.

That the party of the second part agrees to assume the actual cost of any inspection of the work considered to be necessary by the Division Engineer of the party of the first part.

That the party of the second part agrees to have available at the encroaching site, at all times during construction, a copy of this agreement showing evidence of approval by the party of the first part. The party of the first part reserves the right to stop all work unless evidence of approval can be shown.

Provided the work contained in this agreement is being performed on a completed highway open to traffic; the party of the second part agrees to give written notice to the Division Engineer of the party of the first part when all work contained herein has been completed. Unless specifically requested by the party of the first part, written notice of completion of work on highway projects under construction will not be required.

That in the case of noncompliance with the terms of this agreement by the party of the second part, the party of the first part reserves the right to stop all work until the facility has been brought into compliance or removed from the right of way at no cost to the party of the first part.

That it is agreed by both parties that this agreement shall become void if actual construction of the work contemplated herein is not begun within one (1) year from the date of authorization by the party of the first part unless written waiver is secured by the party of the second part from the party of the first part.

R/W (161B) : Party of the Second Part certifies that this agreement is true and accurate copy of the form

R/W (161B) incorporating all revisions to date.

IN WITNESS WHEREOF, each of the parties to this agreement has caused the same to be executed the day and year first above written.

DocuSigned by:
DEP Jon Roan ANSPORTATION
BY: 955306F52744476... r Karen E. Collette, PE
~~Asst. Manager of Right of Way~~
Division Engineer

ATTEST OR WITNESS:

**County signature page attached hereto and incorporated herein by reference.**

Tim Burgess, Assistant County Manager
New Hanover County
230 Government Center Drive,
Wilmington, NC 28403
Second Party

INSTRUCTIONS

When the applicant is a corporation or a municipality, this agreement must have the corporate seal and be attested by the corporation secretary or by the empowered city official, unless a waiver of corporate seal and attestation by the secretary or by the empowered City official is on file in the Raleigh office of the Manager of Right of Way. In the space provided in this agreement for execution, the name of the corporation or municipality shall be typed above the name, and title of all persons signing the agreement should be typed directly below their signature.

When the applicant is not a corporation, then his signature must be witnessed by one person. The address should be included in this agreement and the names of all persons signing the agreement should be typed directly below their signature.

This agreement must be accompanied, in the form of an attachment, by plans or drawings showing the following applicable information:

1. All roadways and ramps.
2. Right of way lines and where applicable, the control of access lines.
3. Location of the proposed encroachment.
4. Length and type of encroachment.
5. Location by highway survey station number. If station number cannot be obtained, location should be shown by distance from some identifiable point, such as a bridge, road, intersection, etc. (To assist in preparation of the encroachment plan, the Department's roadway plans may be seen at the various Highway Division Offices, or at the Raleigh office.)
6. Drainage structures or bridges if affected by encroachment.
7. Typical section indicating the pavement design and width, and the slopes, widths and details for either a curb and gutter or a shoulder and ditch section, whichever is applicable.
8. Horizontal alignment indicating general curve data, where applicable.
9. Vertical alignment indicated by percent grade, P.I. station and vertical curve length, where applicable.
10. Amount of material to be removed and/or placed on NCDOT right of way, if applicable.
11. Cross-sections of all grading operations, indicating slope ratio and reference by station where applicable.
12. All pertinent drainage structures proposed. Include all hydraulic data, pipe sizes, structure details and other related information.
13. Erosion and sediment control.
14. Any special provisions or specifications as to the performance of the work or the method of construction that may be required by the Department must be shown on a separate sheet attached to encroachment agreement provided that such information cannot be shown on plans or drawings.
15. The Department's Division Engineer should be given notice by the applicant prior to actual starting of installation included in this agreement.
16. Method of handling traffic during construction where applicable.
17. Scale of plans, north arrow, etc.

# Signature Page

NEW HANOVER COUNTY

County Manager

ATTEST:

Kimberleigh G. Crowell

Clerk to the Board

Approved as to form:

Kemp Burpeau, Deputy

County Attorney

# Encroachment Agreement Standard Conditions

District Office Contact Information:
*300 Division Drive*
*Wilmington, NC 28401*
***(910) 398-9100***

The ***Standard Conditions*** in this document apply to this and all encroachment agreements issued by District 3.

**SC1** A ***Pre-Construction Meeting*** **is required** prior to beginning work. Contact the District Office to schedule.

**SC2** If the approved permit encroaches within the limits of an active construction project the encroaching party will be required to coordinate with the NCDOT contractor as well as secure a hold harmless agreement prior to commencing work. If the approved permit encroaches within the limits of project in preconstruction, the encroaching party will be required to coordinate with the Department's Project Development Unit to ensure no conflicts are created with the installation.

**SC3** An ***Initial Construction Inspection*** **is required** after the completion of the work. An Initial Inspection Report will be issued upon satisfactory completion of the work and begins the one year warranty period. Contact the District Office to schedule.

**SC4** A ***Final Inspection*** **is required** for release of the bond after the one year warranty period. Contact the District Office to schedule this final inspection. Once the final inspection has been deemed satisfactory by NCDOT, the bond will be released.

**SC5** All bonds will be held for a minimum of one year from the time of the *Initial Construction Inspection* Acceptance.

**SC6** All traffic control, asphalt mixes, structures, construction, workmanship and construction methods, and materials shall be in compliance with the most-recent versions of the following resources: *Manual on Uniform Traffic Control Devices, Policies and Procedures for Accommodating Utilities on Highway Rights of Way, NCDOT Standard Specifications for Roads and Structures, NCDOT Roadway Standard Drawings,* NCDOT *Asphalt Quality Management System* manual, **and the approved plans.**

**SC7** Prior to beginning work, it is the requirement of the Encroaching Party to contact the appropriate Utility Companies involved and make arrangements to adjust or relocate any utilities that conflict with the proposed work.

**SC8** If the work is located within ½ mile of a signalized intersection, the Encroaching Party shall contact NCDOT Traffic Services at (910) 341-2200 no less than one week prior to beginning work, for the location of all traffic signal and detection cables. Location is required prior to excavation. **Cost to replace or repair NCDOT signs, signals or associated equipment shall be the responsibility of the Encroaching Party**.

**SC9** Prior to beginning work, if the area of work is within a municipality limit, it is the responsibility of the Encroaching Party to notify the municipal authorities.

**SC10** The approval of this agreement does not preclude the Encroaching Party from complying with any and all statutes, rules, regulations, and ordinances that may be imposed by other governmental agencies (local, state, and federal) which have jurisdiction, including but not limited to, those related to sediment control, stormwater, wetlands, streams, endangered species, and historical sites.

**SC11** All wiring and related work shall conform to the latest edition of the National Electrical Safety Code.

**SC12** No alteration of the approved plan will be allowed without written approval by NCDOT.

**SC13** The Encroaching Party shall follow any and all revisions shown in RED on attached plan(s).

**SC14** A readable, executed copy of this Encroachment Agreement shall be present at the work site at all times while performing work. NCDOT reserves the right to stop all work unless evidence of approval can be shown. Additionally, NCDOT reserves the right to further limit, restrict, or suspend operations within the right-of-way.

**SC15** All flagging operations within NCDOT right-of-way require qualified and trained Work Zone Flaggers. Qualified and trained Work Zone Traffic Control Supervisors will be required on significant projects. Training for this certification is provided by NCDOT approved training sources and by private entities that have been pre-approved. For more information, visit *https://connect.ncdot.gov/projects/WZTC/Pages/Training.aspx* or contact Steve Kite, PE with the NCDOT Work Zone Traffic Control Unit at (919) 814-4937, or skite@ncdot.gov.

**SC16** No lane closures shall be allowed on State Holidays (day of, day before, and day after) or during Local events.

**SC17** No lane closures or impediment to traffic shall be allowed on weekends without prior written approval from the District Engineer.

**SC18** One lane must be open to traffic, - only one lane closure in each direction. Ingress and egress shall be maintained to all businesses and dwellings affected by the project. Special attention shall be paid to Police and Fire Stations, fire hydrants and Hospitals.

**SC19** All roadway signs removed during project work shall be reinstalled immediately after completion of work. All equipment and materials shall be removed from the NCDOT right-of-way when not in use.

**SC20** Any work requiring personnel or equipment within 5' of the travel lane on an undivided roadway, or 10' of the travel lane, on a divided roadway shall require a lane closure per the latest edition of the MUTCD and the NCDOT Standard Specifications. The more stringent standards shall apply.

**SC21** Material shall NOT be unloaded or stockpiled on the roadway at any time without proper lane closure during the project. Work is not permitted when the shoulder material is wet or during adverse weather conditions.

**SC22** All erosion control devices shall be placed as needed prior to disturbance and maintained throughout the project. All areas disturbed (shoulders, ditches, removed accesses, etc.) shall be graded and seeded within 15 calendar days with an approved NCDOT seed mixture (all lawn type areas shall be maintained and reseeded as such).

**SC23** The placement of curb and gutter is not allowed within shoulder sections of roadway.

**SC24** It shall be unlawful to place any highway obstruction, including a driveway headwall, fence, rural mailbox, newspaper delivery box, or other roadside obstruction, so as to interfere with the traffic or maintenance of the roads and highways of the state highway system. See North Carolina Administrative Code 19A NCAC 2E.0404.

**SC25** Fire Hydrant(s) shall be placed a maximum of 1 foot from the right-of-way line. (STD. 1515.02 in the NCDOT Roadway Standard Drawings).

**SC26** Directional drilling methods have not been given statewide approval for use on NCDOT right-of-way. Under no condition shall jetting alone or wet boring with water be used for the installation of utility pipelines.

- Directional boring *is not* allowed in embankment material. Directional boring *is* allowed beneath embankment material in naturally occurring soil.
- Any changes shall be submitted to the District Engineer for approval <u>prior to construction</u>.
- Directional bores are not allowed beneath bridge footings, culvert wingwall footings or retaining walls.
- HDPE pipe installed by directional boring shall not be connected to existing pipe or fittings for one (1) week from the time of installation to allow tensional stresses to relax.
- Directional boring using jetting with a Bentonite (or equivalent material) slurry is approved with the following conditions:
    - Minimum depth of ten **(10')** feet below the pavement surface of roads with no control of access or fifteen **(15')** feet below the surface of roads with partial or full control of access.
    - Minimum depth of five **(5')** feet below any ditch line and/or creek bed.
    - Minimum depth of **(4')** for parallel installations. Must be outside the theoretical 1:1 slope from the existing edge of pavement except where the parallel installation crosses a paved roadway.
    - Minimum <u>horizontal</u> distance of ten **(10')** feet from the nearest part of any structure, including but not limited to bridges, footings, pipe culverts, and box culverts.
    - Minimum <u>vertical</u> distance of ten **(10')** feet from the nearest part of pipe culverts or box culverts.
    - Tip of the drill string shall have a cutter head and detection wire installed with non-ferrous material.
    - All directional drilled piping for sewer force mains and waterlines shall be a minimum of SDR-9.
    - Minimum horizontal separation of five **(5')** feet between each conduit which is part of a multiple conduit installation (including perpendicular and parallel installations). Alternatively, install multiple conduits within a single duct.
    - Overbores shall not be more than two **(2")** inches greater than the diameter of the pipe or encasement.
    - An overbore exceeding two **(2")** inches greater than the diameter of the pipe or encasement will be considered if the encroachment agreement includes a statement signed and sealed by a North Carolina Registered Professional Engineer indicating that an overbore in excess of two (2") inches of the diameter of the pipe or encasement will arch and no damage will be done to the pavement or sub-grade.

**SC27** All excavations inside the theoretical 1:1 slope from the existing edge of pavement to the bottom of the nearest trench wall shall be done in accordance with the following conditions:

- Any excavation encroaching upon the theoretical 1:1 slope from the edge of pavement of any NCDOT maintained road shall require temporary active shoring that must be reviewed and approved by NCDOT **prior to work**.
- All trench excavation inside the limits of the theoretical 1:1 slope, as defined by the policy, shall be completely backfilled and compacted at the end of each construction day. No portion of the trench shall be left open overnight.
- The length of parallel excavation shall be limited to the length necessary to install and backfill one (1) joint of pipe at a time.
- Traffic shall be moved to a travel lane outside the limits of a theoretical 1:1 slope from the bottom of the nearest trench wall to the pavement surface.
- Installation of trench shoring shall be accomplished with minimal over-excavation. **Trench boxes shall not be used as shoring.**
- An NCDOT Inspector, the cost of which is to be borne by the Encroaching Party, shall be assigned to this project if deemed necessary by the Division Engineer.
- The trench backfill material shall meet the Statewide Borrow Criteria. The trench shall be backfilled, in accordance with Section 540-6 of the latest NCDOT Standard Specifications for Roads and Structures, which requires the backfill material to be placed in thicknesses between 4" and 8" loose and compacted to at least 97% of the maximum density obtained by compacting a sample in accordance with AASHTO T 180, as modified by the Department.
- At the first sign of trench failure, a trench shall be immediately backfilled with materials consisting of A-1, A-3, A-2-4 soils or A-4 soils having a maximum of 45% passing a No. 200 sieve and a maximum P.I. of 6. All work shall cease, and the Division Engineer shall be contacted. The Encroaching Party shall be required to repair any damage to the pavement caused by the excavation.
- No part of any pit shall be within three (3) feet of edge of pavement or back of curb.
- Detection tape shall be buried in the trench approximately one foot above the utility or fiber optic cable, whenever conduit is installed in right-of-way and is not of ferrous material.

**SC28** The Encroaching Party shall comply with all OSHA requirements and **provide a competent person on site** to supervise excavation at all times.

**SC29** Approval is only for work within NCDOT right-of-way, and excludes area(s) within Railroad right-of-way. Approval is with the understanding that NCDOT does not guarantee the right-of-way on any road.

**SC30** The proposed manholes, handholes, valves or other appurtenances shall not be located in the existing ditch line, front slope of a ditch, or in a manner that would restrict the maintenance or flow of the existing ditch line.

**SC31** The Encroaching Party is responsible for any and all damages caused from project work within the right-of-way, including damage to drainage structures, pavement, vegetation, etc.

**SC32** Any plant or vegetation in the NCDOT planted sites that is destroyed or damaged as a result of this encroachment shall be replaced with plants of like kind or similar shape. Contact the Division Roadside Environmental Engineer at 910-259-4919.

**SC33** Any pavement damaged because of settlement of the pavement or damaged by equipment used to perform encroachment work, shall be re-surfaced to the satisfaction of the District Engineer. This may include the removal of pavement and a 50' mechanical overlay. All temporary and final pavement markings are the responsibility of the Encroaching Party.

**SC34** Any open cutting of pavement shall be repaired using the following method:

- Pavements shall be cut full depth and removed.
- After trench work is complete, the edges of the existing pavement along the trench shall be recut a minimum of 1' wider on each side of the trench. If the pavement is undermined, the edges of the existing pavement along the trench shall be recut to 1' beyond the undermined portion and the pavement removed. The design section stated below is to be placed in those areas.
- The pavement repair shall be performed using the following method and pavement design section:

- 11.0″ B25.0C or B25.0B Asphalt Concrete Base Course (accomplished in 2 lifts minimum) according to NCDOT Standard 654.01.
- Mill the entire area a depth of 2.0″, starting from 15′ in front of the edge of the final pavement cut.
- Overlay entire area (a minimum 50′ length mechanical overlay) with 2.0″ S9.5C or S9.5B Asphalt Concrete Surface Course for a total asphalt depth of 13″. Butt joints are required with no feathering of joints.

- All open cuts shall be backfilled, paved and traversable prior to removing lane closure.

Ben Hughes, PE
District Engineer, NCDOT, District 3
300 Division Drive
Wilmington, NC 28401

SUBJECT: Bond for Encroachment E033-065-19-00265
U-5527C – Middle Sound Loop Multi-Use Path

Dear Mr. Hughes,

The encroachment referenced above is related to construction of approximately 900-feet of multi-use path along the north side of Middle Sound Loop Road (SR 1403) beginning at Oyster Ln. (SR 1988) and extending eastward along Middle Sound Loop Road to eastern extent of the Middle Sound Village Development.

This project will be publicly advertised for bids, and the contract documents require responsive bidders to provide a bond to New Hanover County for performance of the work. Please consider this letter as confirmation that New Hanover County will hold the contractor's bond for this work and as fulfillment of the bonding requirements for execution and issuance of the Encroachment Agreement.

# VERIFICATION OF COMPLIANCE WITH ENVIRONMENTAL REGULATIONS

(Check Appropriate Box)

☑ Permits from the N.C. Department of Environment and Natural Resources and the U.S. Army Corp of Engineers are not required for this project. However, all applicable federal and state regulations have been followed.

☐ The required permits from the N.C. Department of Environment and Natural Resources and the U.S. Army Corp of Engineers have been obtained for this project. Copies of permits and Completion Certificates are attached.

☐ All applicable NPDES Stormwater Permit requirements have been met for this project. (The applicant should contact the N.C. Division of Water Quality in Raleigh to determine if a stormwater permit is required.)

☑ The project is in compliance with all applicable sedimentation and erosion control laws and regulations.

Project Name: U-5527C - Middle Sound Loop MUP

Township: _____ County: New Hanover

Project Engineer: Timothy Lowe Phone No.: (910) 251-8912

Project Contact: Timothy Lowe

Applicant's Name: New Hanover County

Date Submitted: 8/21/2019

P.E. SEAL

NORTH CAROLINA PROFESSIONAL SEAL 44249 ENGINEER TIMOTHY J. LOWE

8/21/2019

Form VCER-1
June 1, 2006

**National Pollutant Discharge Elimination System (NPDES)**
**Stormwater Permit Compliance Certification**

I, Timothy Lowe, a duly authorized representative of New Hanover County, an industrial/commercial/residential facility requesting attachment to a North Carolina Department of Transportation (NCDOT) highway drainage system at Middle Sound Loop Rd b/w Oyster and Maple address, in New Hanover County, do hereby certify the following:

**Check appropriate box and circle type of facility**

☒ The Industrial / Commercial / Residential facility does not require an NPDES stormwater permit.

☐ The Industrial / Commercial / Residential facility does require an NPDES stormwater permit. The permit has been obtained and a Stormwater Pollution Prevention Plan (SPPP) is in place. Appropriate structural stormwater best management practices (BMPs) are designed and will be in place as required by the North Carolina Department of Environment and Natural Resources (NCDENR) and/or the local governing agency. All structural stormwater BMPs are located outside of NCDOT right-of-way.

I understand if the NCDOT determines the facility is not in compliance with NPDES stormwater requirements, the Department will report the noncompliance to the NCDENR Division of Energy, Mineral and Land Resources. I also understand that falsification of this certification may result in penalty of law against the facility and me as prescribed in the North Carolina General Statutes.

Signature: _____

Date: 8/21/2019

Note: If the applicant has a question as to whether an NPDES stormwater permit is required, he or she may contact the NCDENR Division of Energy, Mineral and Land Resources in Raleigh at (919) 707-9200 (ask for Stormwater and General Permits Unit).

Form NPDES-1
December 1, 2014

DOCUMENT NOT CONSIDERED FINAL UNLESS ALL SIGNATURES COMPLETED

# NCDOT PROJECT U-5527C
# MIDDLE SOUND LOOP RD. MULTI-USE PATH

## MIDDLE SOUND LOOP RD WILMINGTON
## NEW HANOVER COUNTY, NORTH CAROLINA

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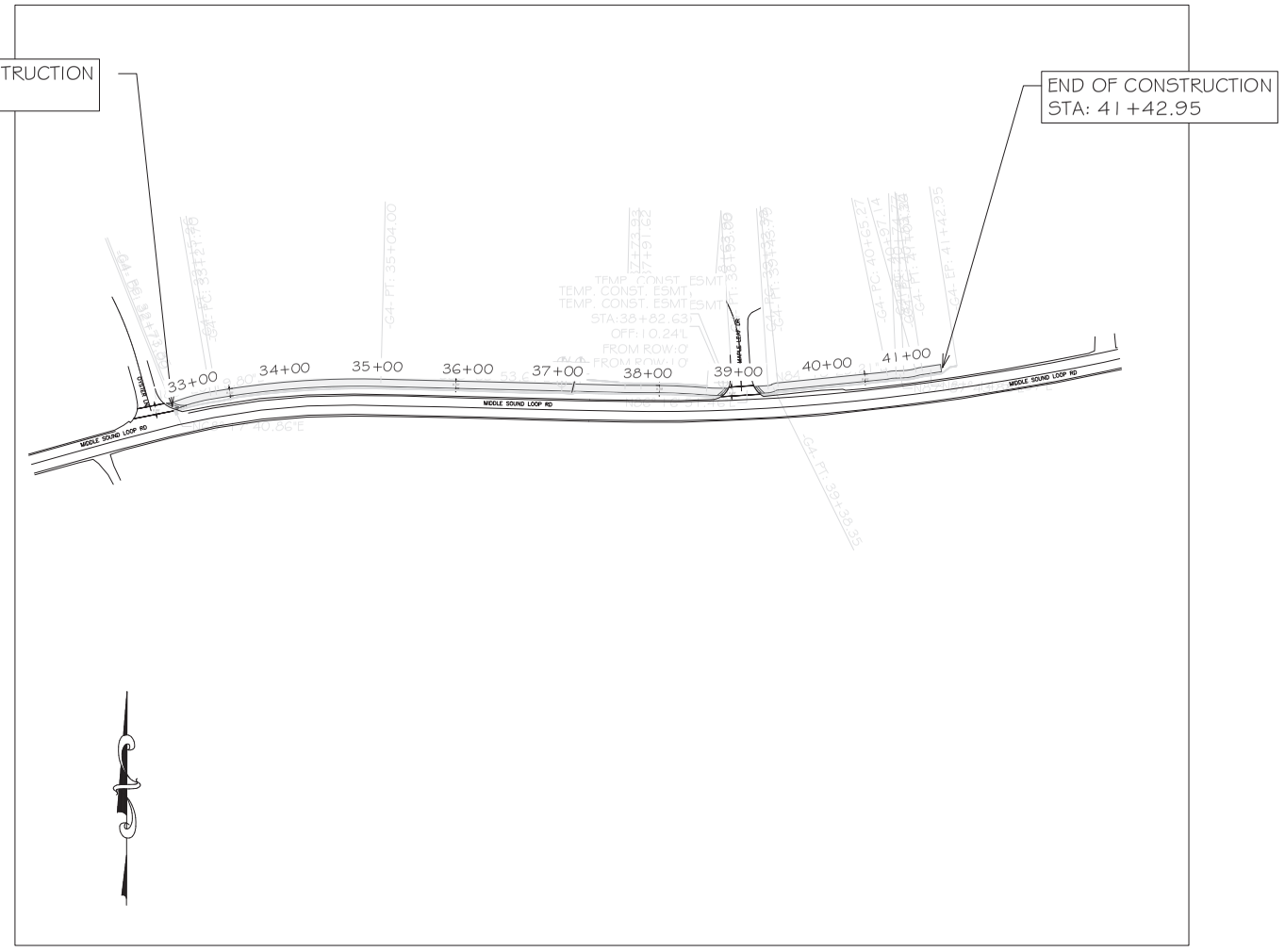
| 25 | C-9.5 | EROSION & SEDIMENT CONTROL PLAN DETAILS |
| 26 | C-9.6 | EROSION & SEDIMENT CONTROL PLAN DETAILS |
| 27 | C-10.0 | DETAILS |
| 28 | C-10.1 | DETAILS |


STATEMENT OF WORK: THIS PROJECT CONSISTS OF THE CONSTRUCTION OF A MULTI-USE PATH ALONG THE WEST BOUND LANE OF MIDDLE SOUND LOOP ROAD FROM OYSTER LANE . SPECIFIC IMPROVEMENTS ARE DETAILED HEREIN.




PROJECT LOCATION MAP

NOT TO SCALE

VICINITY MAP

NOT TO SCALE


**OWNER:**
NEW HANOVER COUNTY
230 GOVERNMENT CTR. DR. SUITE 110
WILMINGTON, NC 28403
P: (910) 798-7281

CONTACT: KEN VAFIER

**ENGINEER:**
DAVENPORT
3722 SHIPYARD BOULEVARD, SUITE E
WILMINGTON, NC 28403
P: (910) 251-8912

CONTACT: TIMOTHY LOWE, PE

**SURVEYOR:**
MCKIM AND CREED
1730 VARSITY DRIVE, SUITE 500
RALEIGH, NC 27606
P: (919) 233-8091

CONTACT: JERRY ELLIS, PLS


GRAPHIC SCALE

20 0 10 20 40

( IN FEET )
1 inch = 20ft.
(APPLIES TO PLANS)

| PROFILE: | | CROSS SECTION | |
|---|---|---|---|
| HORIZONTAL | 1" = 20' | HORIZONTAL | 1" = 5' |
| VERTICAL | 1" = 5' | VERTICAL | 1" = 5' |

100% PLANS

NORTH CAROLINA PROFESSIONAL SEAL 44249 ENGINEER TIMOTHY J. LOWE

100% DESIGN


DAVENPORT
HOME OFFICE
119 BROOKSTOWN AVENUE, SUITE PH1
WINSTON-SALEM, NC 27101
336.744.1636 www.davenportworld.com
NCBELS FIRM LICENSE NO. C-2502


PROJECT: 16025.1
DATE: 6/12/19
DESIGNED BY: PSW
DRAWN BY: DDL
CHECKED BY: TJL
SCALE: AS NOTED

REVISIONS

| NO. | DATE | DESCRIPTION |
|---|---|---|
| | | |

CLIENT: NEW HANOVER COUNTY
230 GOVERNMENT CTR. DR.
SUITE 110
WILMINGTON, NC 28403
KVAFIER@NCHGOV.COM

PROJECT: U-5527C
MULTI-USE PATH
SR 1403
MIDDLE SOUND LOOP RD
WILMINGTON, NC

TITLE: TITLE SHEET

SHEET NO. T-1.0

THIS DOCUMENT, TOGETHER WITH THE CONCEPTS AND DESIGNS PRESENTED THEREIN, IS INTENDED ONLY FOR THE SPECIFIC PURPOSE AND CLIENT FOR WHICH IT WAS PREPARED. REUSE OF OR IMPROPER RELIANCE UPON THIS DOCUMENT BY OTHERS, WITHOUT WRITTEN AUTHORIZATION AND ADAPTATION BY DAVENPORT, SHALL BE WITHOUT LIABILITY TO DAVENPORT AND SHALL BE A VIOLATION OF THE AGREEMENT BETWEEN DAVENPORT AND ITS CLIENT.

DOCUMENT NOT CONSIDERED FINAL UNLESS ALL SIGNATURES COMPLETED

GENERAL NOTES

GENERAL:
CONTRACTOR SHALL VISIT THE SITE TO INFORM AND SATISFY HIMSELF OF ALL EXISTING CONDITIONS PRIOR TO SUBMITTING HIS BID. ANY DISCREPANCY BETWEEN THE SITE AND THOSE CONDITIONS REPRESENTED ON THE DRAWINGS SHALL BE BROUGHT TO THE ATTENTION OF THE OWNER AND THE ENGINEER IMMEDIATELY.

THE CONTRACTOR AGREES THAT HE SHALL ASSUME SOLE AND COMPLETE RESPONSIBILITY FOR JOB SITE CONDITIONS DURING THE COURSE OF CONSTRUCTION OF THIS PROJECT, INCLUDING SAFETY OF ALL PERSONS AND PROPERTY AND THAT THIS REQUIREMENT SHALL APPLY CONTINUOUSLY AND NOT BE LIMITED TO NORMAL WORKING HOURS AND THAT THE CONTRACTOR SHALL DEFEND, INDEMNIFY, AND HOLD THE OWNER AND THE ENGINEER HARMLESS FROM ANY AND ALL LIABILITY, REAL OR ALLEGED IN CONNECTION WITH PERFORMANCE OF WORK ON THIS PROJECT, EXCEPTING FOR LIABILITY ARISING FROM THE SOLE NEGLIGENCE OF THE OWNER OR THE ENGINEER.

THE CONTRACTOR SHALL VERIFY THAT ALL REQUIRED PERMITS AND APPROVALS HAVE BEEN OBTAINED FROM THE APPROPRIATE AUTHORITIES BEFORE BEGINNING WORK ON THE PROJECT.

ALL CONSTRUCTION SHALL BE IN ACCORDANCE WITH THE LATEST 2018 NCDOT STANDARDS AND SPECIFICATIONS.

THE CONTRACTOR SHALL NOTIFY NORTH CAROLINA 811 AT LEAST FIVE (5) WORKING DAYS PRIOR TO STARTING ANY WORK.

TOPOGRAPHIC INFORMATION SHOWN HEREON IS BASED ON A FIELD SURVEY DATED (JUNE 1, 2018), COMPLETED BY MCKIM AND CREED.

OBSTRUCTIONS SHOWN ON THESE DRAWINGS ARE FOR THE CONVENIENCE OF THE CONTRACTOR ONLY. DAVENPORT DOES NOT WARRANT OR GUARANTEE THE CORRECTNESS OR THE COMPLETENESS OF THE INFORMATION GIVEN. THE CONTRACTOR MUST VERIFY ALL SUCH INFORMATION TO HIS OWN SATISFACTION. IN THE EVENT THAT INFORMATION IS IN CONFLICT WITH INFORMATION OUTLINED, THE CONTRACTOR SHALL IMMEDIATELY BRING IT TO THE ATTENTION OF THE ENGINEER PRIOR TO STARTING ANY WORK.

CONTRACTOR TO VERIFY LOCATION AND ELEVATION OF EXISTING UTILITIES SHOWN HEREON BEFORE STARTING ANY WORK ON THESE PLANS. CONTRACTOR AGREES TO BE FULLY RESPONSIBLE FOR THE COST OF ANY AND ALL DAMAGES WHICH OCCUR AS A RESULT OF A FAILURE TO EXACTLY LOCATE AND PRESERVE ANY AND ALL EXISTING UTILITIES TO REMAIN.

IT SHALL BE DISTINCTLY UNDERSTOOD THAT FAILURE TO MENTION SPECIFICALLY ANY WORK WHICH WOULD NORMALLY BE REQUIRED TO COMPLETE THIS PROJECT SHALL NOT RELIEVE THE CONTRACTOR OF HIS RESPONSIBILITY TO COMPLETE SUCH WORK.

IT SHALL BE THE RESPONSIBILITY OF THE CONTRACTOR TO NOTIFY THE ENGINEER OF ANY DEVIATION FROM THIS PLAN PRIOR TO ANY CHANGE BEING MADE. ANY DEVIATION FROM THIS PLAN WITHOUT WRITTEN AUTHORIZATION FROM THE ENGINEER WILL BE THE RESPONSIBILITY OF THE CONTRACTOR.

TRAFFIC CONTROL DEVICES, MARKINGS AND SIGNING SHALL BE IN ACCORDANCE WITH THE LATEST EDITION OF THE MANUAL OF UNIFORM TRAFFIC CONTROL DEVICES (MUTCD).

THE CONTRACTOR SHALL NOTE THAT IN CASE OF A DISCREPANCY BETWEEN THE SCALED AND THE FIGURED DIMENSIONS SHOWN ON THESE PLANS, THE FIGURED DIMENSIONS SHALL GOVERN.

CONTRACTOR SHALL INSTALL SEDIMENT CONTROLS PRIOR TO BEGINNING ANY WORK AND MAINTAIN SEDIMENT CONTROLS THROUGHOUT THE ENTIRE DURATION OF DEMOLITION AND CONSTRUCTION ACTIVITIES.

SHOULD THE CONTRACTOR DISCOVER DISCREPANCIES BETWEEN THE PLANS AND FIELD CONDITIONS, THE ENGINEER IS TO BE NOTIFIED IMMEDIATELY TO RESOLVE THE SITUATION. SHOULD THE CONTRACTOR MAKE FIELD CORRECTIONS OR ADJUSTMENTS WITHOUT NOTIFYING THE ENGINEER, THEN THE CONTRACTOR ASSUMES ALL RESPONSIBILITY FOR THOSE CHANGES.

THIS DOCUMENT, TOGETHER WITH THE CONCEPTS AND DESIGNS PRESENTED HEREIN, AS AN INSTRUMENT OF SERVICE, IS INTENDED ONLY FOR THE SPECIFIC PURPOSE AND CLIENT FOR WHICH IT WAS PREPARED. REUSE OF AND IMPROPER RELIANCE ON THIS DOCUMENT WITHOUT WRITTEN AUTHORIZATION AND ADAPTATION BY DAVENPORT SHALL BE WITHOUT LIABILITY TO DAVENPORT.
CLEARING:
CLEARING ON THIS PROJECT SHALL BE PERFORMED TO THE LIMITS ESTABLISHED BY METHOD II.

SIDE ROADS:
THE CONTRACTOR WILL BE REQUIRED TO DO ALL NECESSARY WORK TO PROVIDE SUITABLE CONNECTIONS WITH ALL ROADS, STREETS AND DRIVES ENTERING THIS PROJECT. THIS WORK WILL BE PAID FOR AT THE CONTRACT UNIT PRICE FOR THE PARTICULAR ITEMS INVOLVED.

UTILITIES:
THE CONTRACTOR IS RESPONSIBLE FOR THE LOCATION AND PROTECTION OF ALL EXISTING UTILITIES DURING CONSTRUCTION. AT LEAST 5 WORKING DAYS PRIOR TO ANY DEMOLITION, GRADING, OR CONSTRUCTION ACTIVITY THE CONTRACTOR SHALL NOTIFY THE NORTH CAROLINA ONE-CALL UTILITIES LOCATION SERVICE AT 1-800-632-4949 FOR PROPER IDENTIFICATION OF EXISTING UTILITIES WITHIN THE PROJECT SITE.

THE CONTRACTOR IS RESPONSIBLE FOR THE REPAIR AND REPLACEMENT OF ANY UTILITIES DAMAGED DURING CONSTRUCTION. DAMAGED ITEMS SHALL BE REPAIRED TO AT LEAST THE QUALITY OF WORKMANSHIP FOUND IN THE ORIGINAL ITEM.

IF CONFLICTS WITH EXISTING UTILITIES ARE IDENTIFIED, NOTIFY ENGINEER IMMEDIATELY. UNLESS OTHERWISE DIRECTED, WORK SHALL NOT COMMENCE UNTIL CONFLICT IS RESOLVED.

SUBSURFACE:
NO SUBSURFACE INVESTIGATIONS OR PLANS ARE AVAILABLE FOR THIS PROJECT. THE CONTRACTOR SHOULD MAKE HIS OWN INVESTIGATION AS TO THE SUBSURFACE CONDITIONS.

PAVEMENT MARKINGS:
ALL PAVEMENT MARKINGS SHALL BE IN ACCORDANCE WITH NCDOT STANDARDS.
PAVEMENT MARKINGS SHALL BE THE RESPONSIBILITY OF THE CONTRACTOR. THE CONTRACTOR SHALL HAVE THE PAVEMENT MARKINGS PRE-MARKED, INSPECTED, AND APPROVED BY NCDOT PERSONNEL PRIOR TO THE PLACEMENT OF FINAL PAVEMENT MARKINGS.

SIGNING:
ALL TRAFFIC SIGNING SHALL BE IN ACCORDANCE WITH THE MANUAL ON UNIFORM TRAFFIC CONTROL DEVICES (MUTCD).

SIGN POST INSTALLATION SHALL BE IN ACCORDANCE WITH NCDOT STANDARDS WHERE APPLICABLE.

SIGN HOLES ARE TO BE CORED TO SUBGRADE AND FILLED WITH SAND.

TRAFFIC CONTROL:
TRAFFIC CONTROL SHALL BE IN ACCORDANCE WITH NCDOT STANDARDS AND THE TRAFFIC CONTROL PLANS INCLUDED HEREIN.

SURVEY:
SURVEY WAS PROVIDED BY MCKIM AND CREED. THE CONTRACTOR IS TO COORDINATE WITH THE SURVEYOR PRIOR TO GEOMETRIC LAYOUT.

SAWCUTS:
THE CONTRACTOR SHALL SAWCUT EXISTING ASPHALT AND/OR CONCRETE SURFACES PRIOR TO REMOVAL UNLESS DIRECTED BY THE ENGINEER. SAWCUT WIDTH SHALL BE 1 FOOT MINIMUM FROM THE EXISITING OR PROPOSED EDGE OF ASPHALT PAVEMENT.

QUALITY ASSURANCE:
SATISFYING QUALITY ASSURANCE PERMIT REQUIREMENTS IS NECESSARY PRIOR TO NCDOT ACCEPTING PROJECT IMPROVEMENTS WITHIN NCDOT R/W AND SUBSEQUENTLY RELEASING THE PERMIT AND PERFORMANCE BOND.
THE OWNER IS RESPONSIBLE FOR RETAINING THE APPROPRIATE PROFESSIONALS FOR ANY QUALITY ASSURANCE CERTIFICATIONS REQUIRED UNDER THE PERMIT. THESE MAY INCLUDE CERTIFICATION MEMORANDA, COMPLETION OF QMS (MV1 & MV2) FORMS, CERTAIN INSPECTION AND TESTING REPORTS, AS WELL AS SUPPORTING DOCUMENTATION AND CALCULATIONS.
VERIFICATIONS INCLUDE, BUT ARE NOT LIMITED TO, SUB-GRADE, PAVEMENT STRUCTURE, DRAINAGE, AND TRAFFIC CONTROL ITEMS.
CONTRACTOR SHALL ENSURE THE OWNER IS AWARE OF AND HAS PROPERLY ADDRESSED THESE PERMIT REQUIREMENTS.
CONTRACTOR SHALL PROVIDE ADVANCED NOTIFICATION TO THE RESPECTIVE PROFESSIONALS RESPONSIBLE FOR CONSTRUCTION QUALITY ASSURANCE.

STANDARDS:
THE FOLLOWING ROADWAY STANDARDS AS APPEAR IN "ROADWAY STANDARD DRAWINGS" HIGHWAY DESIGN BRANCH - N. C. DEPARTMENT OF TRANSPORTATION - RALEIGH, N. C., DATED JANUARY 2018 ARE APPLICABLE TO THIS PROJECT AND BY REFERENCE HEREBY ARE CONSIDERED A PART OF THESE PLANS:

| | |
|---|---|
| 200.02 | METHOD OF CLEARING - METHOD II |
| 654.01 | PAVEMENT REPAIRS |
| 840.19 | CONCRETE GRATED DROP INLET TYPE "D" |
| 846.01 | CONCRETE CURB, GUTTER AND CURB & GUTTER |
| 848D05 | CURB RAMP |
| 804.50 | MOUNTING OF TYPE 'D', 'E' AND 'F' SIGNS ON 'U' CHANNEL POSTS |
| 1101.01 | WORK ZONE ADVANCE WARNING SIGNS |
| 1101.02 | TEMPORARY LANE CLOSURES |
| 1101.11 | TRAFFIC CONTROL DESIGN TABLES |
| 1110.01 | STATIONARY WORK ZONE SIGNS - MOUNTING HEIGHT & LATERAL CLEARANCE |
| 1110.02 | PORTABLE WORK ZONE SIGNS - MOUNTING HEIGHT & LATERAL CLEARANCE |
| 1115.01 | FLASHING ARROW BOARDS |
| 1130.01 | DRUM |
| 1205.01 | PAVEMENT MARKINGS - LINE TYPES AND OFFSETS |
| 1205.07 | PAVEMENT MARKINGS - PEDESTRIAN CROSSWALK |
| 1264.01 | OBJECT MARKERS - TYPES |
| 1264.02 | OBJECT MARKERS - INSTALLATION |

DEMOLITION NOTES:

1. THE CONTRACTOR IS SPECIFICALLY CAUTIONED THAT THE LOCATION AND/OR ELEVATION OF EXISTING UTILITIES AS SHOWN ON THESE PLANS IS BASED ON RECORDS OF THE VARIOUS UTILITY COMPANIES, AND WHERE POSSIBLE, MEASUREMENTS TAKEN IN THE FIELD. THE INFORMATION IS NOT TO BE RELIED ON AS BEING EXACT OR COMPLETE. THE CONTRACTOR MUST CALL THE APPROPRIATE UTILITY COMPANIES AT LEAST FIVE (5) WORKING DAYS BEFORE ANY EXCAVATION TO REQUEST EXACT FIELD LOCATION OF UTILITIES.
2. ALL CUT OR FILL SLOPES SHALL BE 3:1 OR FLATTER UNLESS OTHERWISE NOTED.
3. IF ANY EXISTING STRUCTURES TO REMAIN ARE DAMAGED DURING CONSTRUCTION IT SHALL BE THE CONTRACTORS RESPONSIBILITY TO REPAIR AND/OR REPLACE THE EXISTING STRUCTURE AS NECESSARY TO RETURN IT TO EXISTING CONDITIONS OR BETTER.
4. CONTRACTOR SHALL ADJUST AND/OR CUT EXISTING PAVEMENT AS NECESSARY TO ASSURE A SMOOTH FIT AND CONTINUOUS GRADE
5. TOPOGRAPHIC INFORMATION IS TAKEN FROM THE TOPOGRAPHIC SURVEY BY LAND SURVEYORS. IF THE CONTRACTOR DOES NOT ACCEPT EXISTING TOPOGRAPHY AS SHOWN ON THE PLANS, WITHOUT EXCEPTION, THEN THE CONTRACTOR SHALL SUPPLY, AT THEIR EXPENSE, A TOPOGRAPHIC SURVEY BY A REGISTERED LAND SURVEYOR TO THE OWNER FOR REVIEW.
6. ALL UNSURFACED AREAS DISTURBED BY GRADING OPERATION SHALL RECEIVE 4 INCHES OF TOPSOIL. CONTRACTOR SHALL APPLY STABILIZATION FABRIC TO ALL SLOPES 3H:1V OR STEEPER. CONTRACTOR SHALL STABILIZE DISTURBED AREAS IN ACCORDANCE WITH GOVERNING SPECIFICATIONS UNTIL A HEALTHY STAND OF VEGETATION IS OBTAINED.
7. CONSTRUCTION SHALL COMPLY WITH ALL APPLICABLE GOVERNING CODES.
8. ALL OBJECTS BEING MOVED TEMPORARILY MUST BE REPLACED IN THE SAME LOCATION AND CONDITION AS PRIOR TO REMOVING. CONTRACTOR IS RESPONSIBLE FOR ANY DAMAGES DURING REMOVAL AND REINSTALLATION PHASE.

LEGEND

- EX. STORM DRAIN MANHOLE
- EX. SIGN
- EX. UTILITY POLE
- EX. DECIDUOUS TREE
- EX. WATER VALVE
- EX. FIRE HYDRANT
- T — T — EX. TELEPHONE
- W — W — EX. WATER

100% PLANS

NORTH CAROLINA PROFESSIONAL SEAL 44249 ENGINEER TIMOTHY J. LOWE

100% DESIGN

DAVENPORT
HOME OFFICE
119 BROOKSTOWN AVENUE, SUITE PH1
WINSTON-SALEM, NC 27101
336.744.1636 www.davenportworld.com
NCBELS FIRM LICENSE NO. C-2522

PROJECT: 160251
DATE: 6/12/19
DESIGNED BY: PSW
DRAWN BY: DDL
CHECKED BY: TJL
SCALE: AS NOTED

REVISIONS

| NO. | DATE | DESCRIPTION |
|---|---|---|
| | | |

CLIENT: NEW HANOVER COUNTY
230 GOVERNMENT CTR. DR.
SUITE 110
WILMINGTON, NC 28403
KVAFIER@NCHGOV.COM

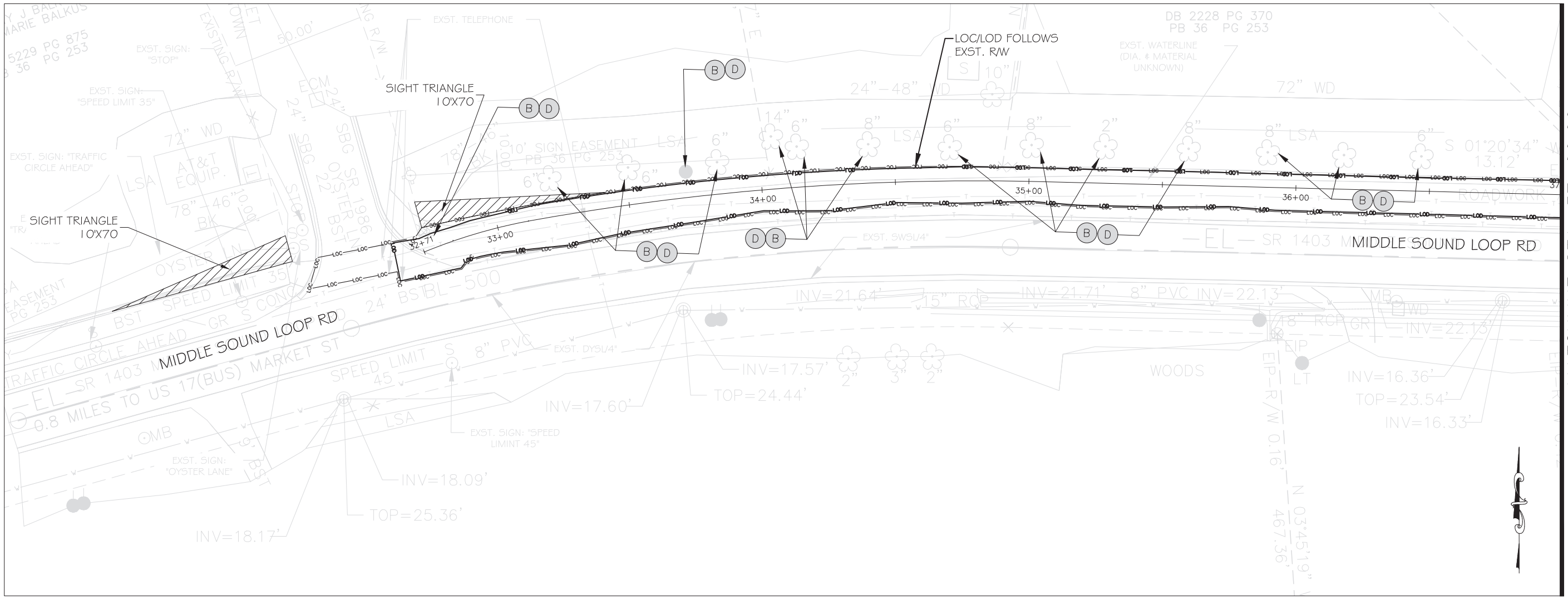
PROJECT: U-5527C
MULTI-USE PATH
SR 1403
MIDDLE SOUND LOOP RD
WILMINGTON, NC

TITLE: GENERAL NOTES

SHEET NO. C-1.0

THIS DOCUMENT, TOGETHER WITH THE CONCEPTS AND DESIGNS PRESENTED THEREIN, IS INTENDED ONLY FOR THE SPECIFIC PURPOSE AND CLIENT FOR WHICH IT WAS PREPARED. REUSE OF OR IMPROPER RELIANCE UPON THIS DOCUMENT BY OTHERS, WITHOUT WRITTEN AUTHORIZATION AND ADAPTATION BY DAVENPORT, SHALL BE WITHOUT LIABILITY TO DAVENPORT AND SHALL BE A VIOLATION OF THE AGREEMENT BETWEEN DAVENPORT AND ITS CLIENT.

DOCUMENT NOT CONSIDERED FINAL UNLESS ALL SIGNATURES COMPLETED




DEMOLITION LEGEND

- (A) EXISTING FENCE TO BE TEMPORARILY REMOVED AND REPLACED IN LIKE KIND AND LIKE NEW CONDITION
- (B) EXISTING TO REMAIN
- (C) VEGETATION TO BE REMOVED
- (D) PROTECT EXISTING STRUCTURES, UTILITIES, AND/OR TREES DURING WORK CONTRACTOR TO REPAIR/REPLACE IF DAMAGED
- —LOD— LIMITS OF DISTURBANCE
- —LOC— LIMITS OF CONSTRUCTION
- —TCE— TEMPORARY CONSTRUCTION EASEMENT
- LIMITS OF SAWCUT AND PAVEMENT REMOVAL

CONTRACTOR SHALL CONTACT 811 FOR LOCATION OF ALL UTILITIES. AT LEAST FIVE (5) WORKING DAYS PRIOR TO BEGINNING CONSTRUCTION.

100% PLANS

GRAPHIC SCALE
20 0 10 20 40
( IN FEET )
1 inch = 20ft.

NORTH CAROLINA PROFESSIONAL SEAL 44249 ENGINEER TIMOTHY J. LOWE

100% DESIGN

DAVENPORT
HOME OFFICE
119 BROOKSTOWN AVENUE, SUITE PH1
WINSTON-SALEM, NC 27101
336.744.1636 www.davenportworld.com
NCBELS FIRM LICENSE NO. C-2522

PROJECT: 16025.1
DATE: 6/12/19
DESIGNED BY: PSW
DRAWN BY: DDL
CHECKED BY: TJL
SCALE: AS NOTED

| REVISIONS | | |
|---|---|---|
| NO. | DATE | DESCRIPTION |

CLIENT: NEW HANOVER COUNTY
230 GOVERNMENT CTR. DR.
SUITE 110
WILMINGTON, NC 28403
KVAPHER@NCHGOV.COM

PROJECT: U-5527C
MULTI-USE PATH
SR 1403
MIDDLE SOUND LOOP RD
WILMINGTON, NC

TITLE: EXISTING/DEMOLITION PLAN

SHEET NO. C-2.0

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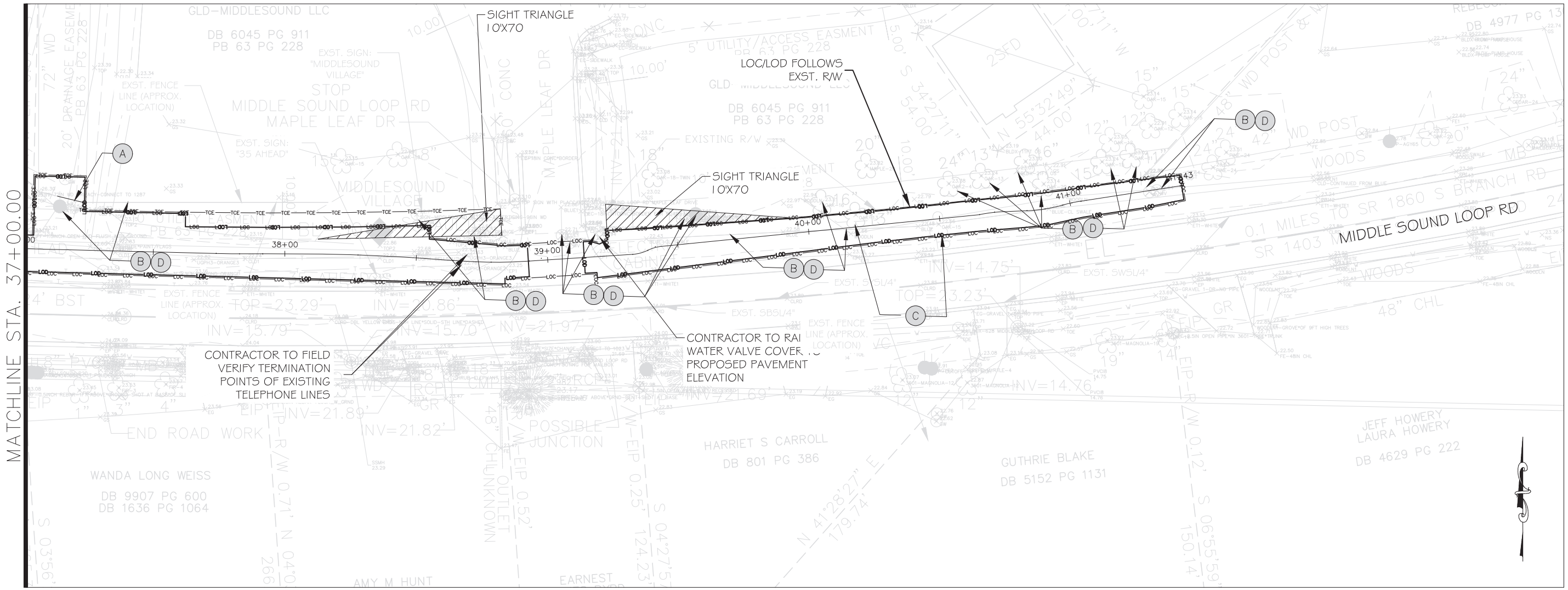


DEMOLITION LEGEND

- (A) EXISTING FENCE TO BE TEMPORARILY REMOVED AND REPLACED IN LIKE KIND AND LIKE NEW CONDITION
- (B) EXISTING TO REMAIN
- (C) VEGETATION TO BE REMOVED
- (D) PROTECT EXISTING STRUCTURES, UTILITIES, AND/OR TREES DURING WORK CONTRACTOR TO REPAIR/REPLACE IF DAMAGED
- —LOD— LIMITS OF DISTURBANCE
- —LOC— LIMITS OF CONSTRUCTION
- —TCE— TEMPORARY CONSTRUCTION EASEMENT
- LIMITS OF SAWCUT AND PAVEMENT REMOVAL

CONTRACTOR SHALL CONTACT 811 FOR LOCATION OF ALL UTILITIES. AT LEAST FIVE (5) WORKING DAYS PRIOR TO BEGINNING CONSTRUCTION.

100% PLANS

GRAPHIC SCALE
20 0 10 20 40
( IN FEET )
1 inch = 20ft.

NORTH CAROLINA PROFESSIONAL SEAL 44249 ENGINEER TIMOTHY J. LONG

100% DESIGN

DAVENPORT
HOME OFFICE
119 BROOKSTOWN AVENUE, SUITE PH1
WINSTON-SALEM, NC 27101
336.744.1636 www.davenportworld.com
NCBELS FIRM LICENSE NO. C-2522

PROJECT: 160251
DATE: 6/12/19
DESIGNED BY: PSW
DRAWN BY: DDL
CHECKED BY: TJL
SCALE: AS NOTED

REVISIONS

| NO. | DATE | DESCRIPTION |
|---|---|---|
| | | |

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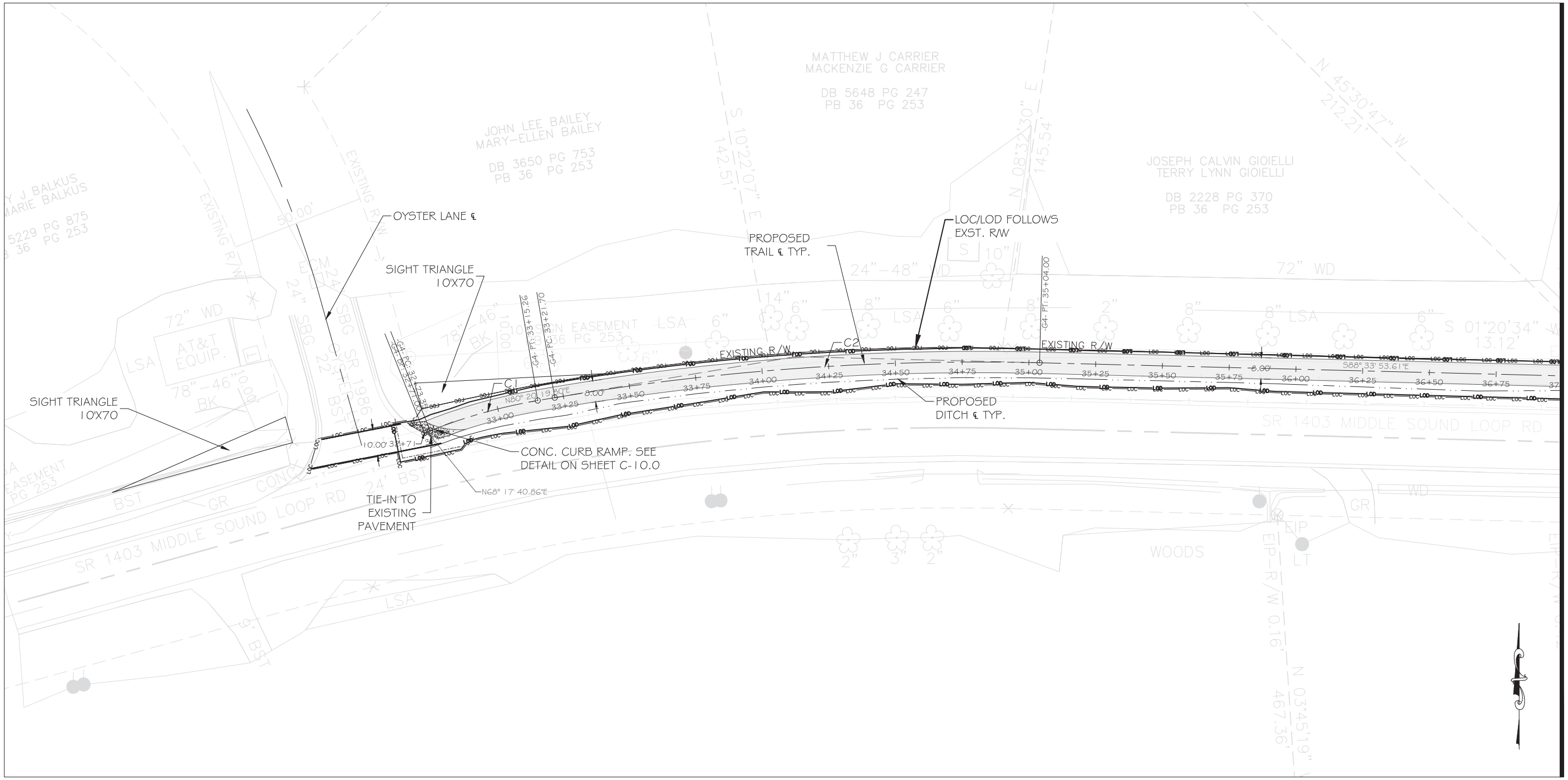


## CONSTRUCTION NOTES

- —LOD— LIMITS OF DISTURBANCE
- —LOC— LIMITS OF CONSTRUCTION
- —TCE— TEMPORARY CONSTRUCTION EASEMENT
- LIMITS OF SAWCUT AND PAVEMENT REMOVAL

| Alignment - Centerline Proposed Trail | | | | | | |
|---|---|---|---|---|---|---|
| Number | Radius | Length | Line/Chord Direction | Chord Length | Delta | Tangent |
| C1 | 100.00 | 27.82 | N73° 59' 04"E | 27.73 | 14° 56' 24" | 14.00' |
| C2 | 750.00 | 132.37 | N86° 41' 42"E | 132.22 | 9° 28' 49" | 66.34' |
| C3 | 500.00 | 17.69 | S89° 34' 42"E | 17.69 | 2° 17' 45" | 8.84' |
| C4 | 800.00 | 72.370 | S88° 00' 00"E | 72.35 | 5° 10' 59" | 36.21' |
| C5 | 200.00 | 29.01 | S89° 33' 50"E | 28.98 | 8° 18' 38" | 14.53' |
| C6 | 15.00 | 5.92 | N74° 58' 18"E | 5.88 | 22° 37' 07" | 3.00' |
| C7 | 15.00 | 5.76 | N74° 40' 00"E | 5.73 | 22° 00' 31" | 2.92' |
| C8 | 60.00 | 4.29 | N85° 34' 53"E | 4.29 | 4° 5' 42" | 2.15' |
| C9 | 60.00 | 13.78 | N61° 02' 53"E | 13.75 | 13° 09' 41" | 6.92 |
| C10 | 60.00 | 7.10 | N77° 51' 26"E | 7.10 | 6° 46' 48" | 3.55' |

CONTRACTOR SHALL CONTACT 811 FOR LOCATION OF ALL UTILITIES. AT LEAST FIVE (5) WORKING DAYS PRIOR TO BEGINNING CONSTRUCTION.

100% PLANS

GRAPHIC SCALE
20 0 10 20 40
( IN FEET )
1 inch = 20ft.

NORTH CAROLINA PROFESSIONAL SEAL 44249 ENGINEER TIMOTHY J. LOWE

100% DESIGN

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REVISIONS

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CLIENT: NEW HANOVER COUNTY
230 GOVERNMENT CTR. DR.
SUITE 110
WILMINGTON, NC 28403
KVAFER@NCHGOV.COM

PROJECT: U-5527C MULTI-USE PATH SR 1403 MIDDLE SOUND LOOP RD WILMINGTON, NC

TITLE: LAYOUT PLAN

SHEET NO. C-3.0

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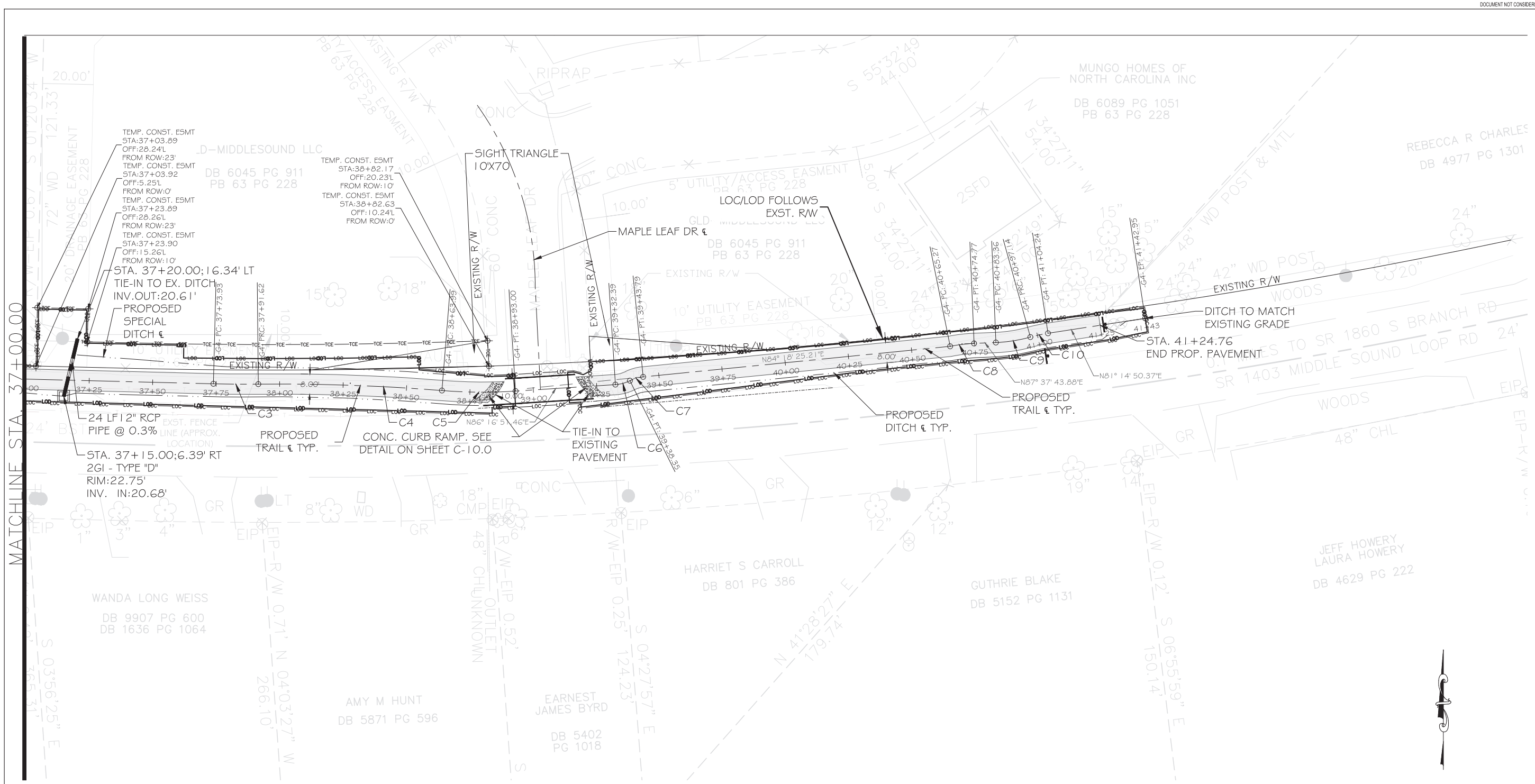


## CONSTRUCTION NOTES

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100% PLANS

GRAPHIC SCALE
20 0 10 20 40
( IN FEET )
1 inch = 20ft.

NORTH CAROLINA PROFESSIONAL SEAL 44249 ENGINEER TIMOTHY J. LONE

100% DESIGN

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NCBELS FIRM LICENSE NO. C-2522

PROJECT: 16025.1
DATE: 6/12/19
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SUITE 110
WILMINGTON, NC 28403
KVAFIER@NCHGOV.COM

PROJECT: U-5527C
MULTI-USE PATH
SR 1403
MIDDLE SOUND LOOP RD
WILMINGTON, NC

TITLE: LAYOUT PLAN

SHEET NO. C-3.1

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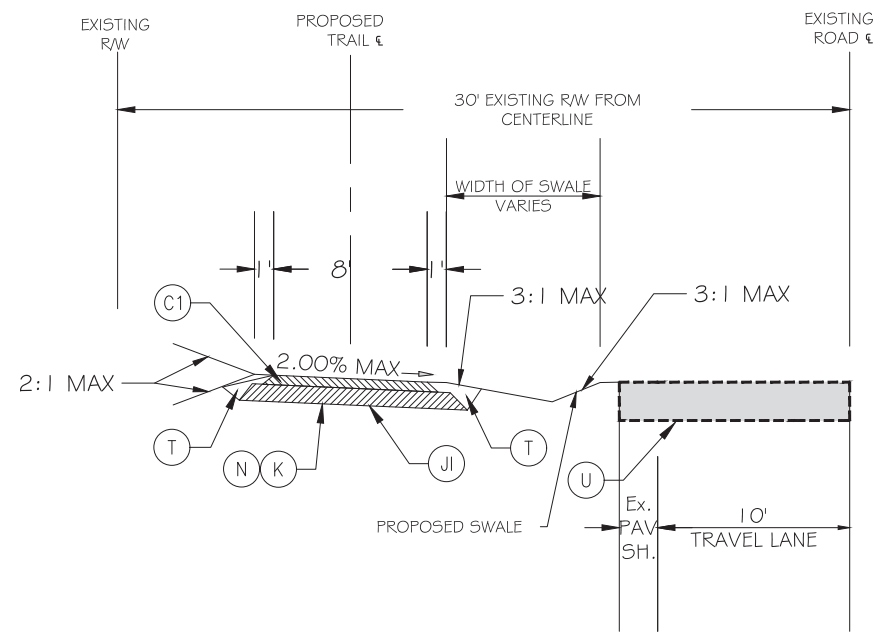
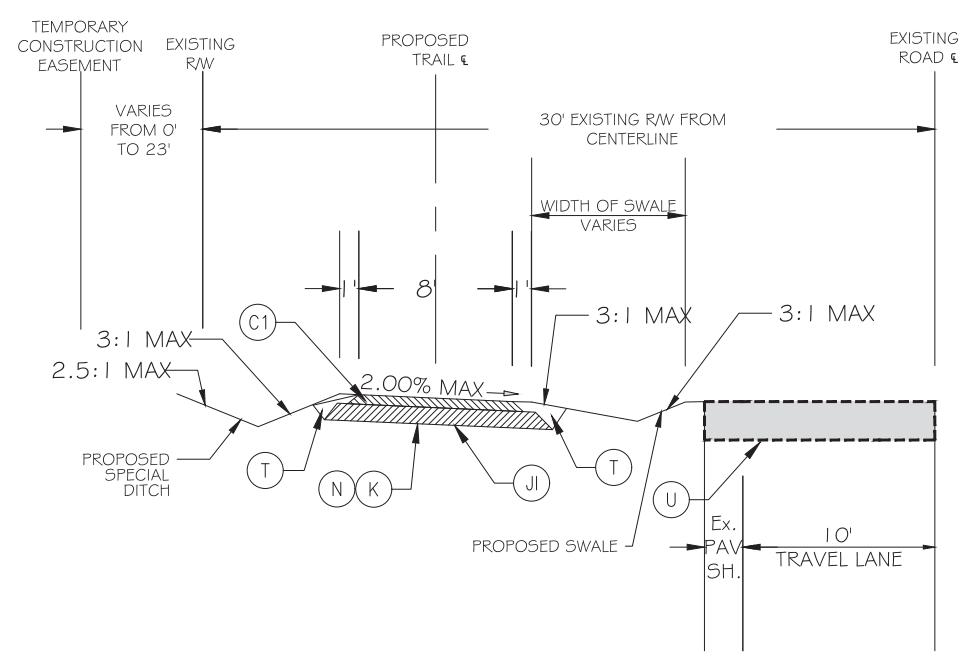
## TYPICAL SECTION 1
## MULTI-USE PATH TYPICAL SECTION (NTS)

STA. 37+71.00 to 37+20.00
STA. 38+65.00 to 41+29.45




## TYPICAL SECTION 2
## MULTI-USE PATH TYPICAL SECTION (NTS)

STA. 37+20.00 to 38+65.00




| PAVEMENT SCHEDULE | |
|---|---|
| C1 | PROP. APPROX. 1.5" ASPHALT CONCRETE SURFACE COURSE, TYPE SF9.5B. AT AN AVERAGE RATE OF 165 LBS. PER SQ.YD. |
| J1 | PROPOSED 4" AGGREGATE BASE COURSE |
| K | STABILIZED SUBGRADE |
| N | GEOTEXTILE |
| T | PROPOSED COMPACTED EARTH MATERIAL |
| U | EXISTING PAVEMENT |

100% PLANS

NORTH CAROLINA PROFESSIONAL SEAL 44249 ENGINEER TIMOTHY J. LOWE

100% DESIGN

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NCBELS FIRM LICENSE NO. C-2522

PROJECT: 16025.1
DATE: 6/12/19
DESIGNED BY: PSW
DRAWN BY: DDL
CHECKED BY: TJL
SCALE: AS NOTED

| REVISIONS | | |
|---|---|---|
| NO. | DATE | DESCRIPTION |

CLIENT: NEW HANOVER COUNTY
230 GOVERNMENT CTR. DR.
SUITE 110
WILMINGTON, NC 28403
KVAPTER@NCHGOV.COM

PROJECT: U-5527C
MULTI-USE PATH
SR 1403
MIDDLE SOUND LOOP RD
WILMINGTON, NC

TITLE: TYPICAL SECTION

SHEET NO.
C-4.0

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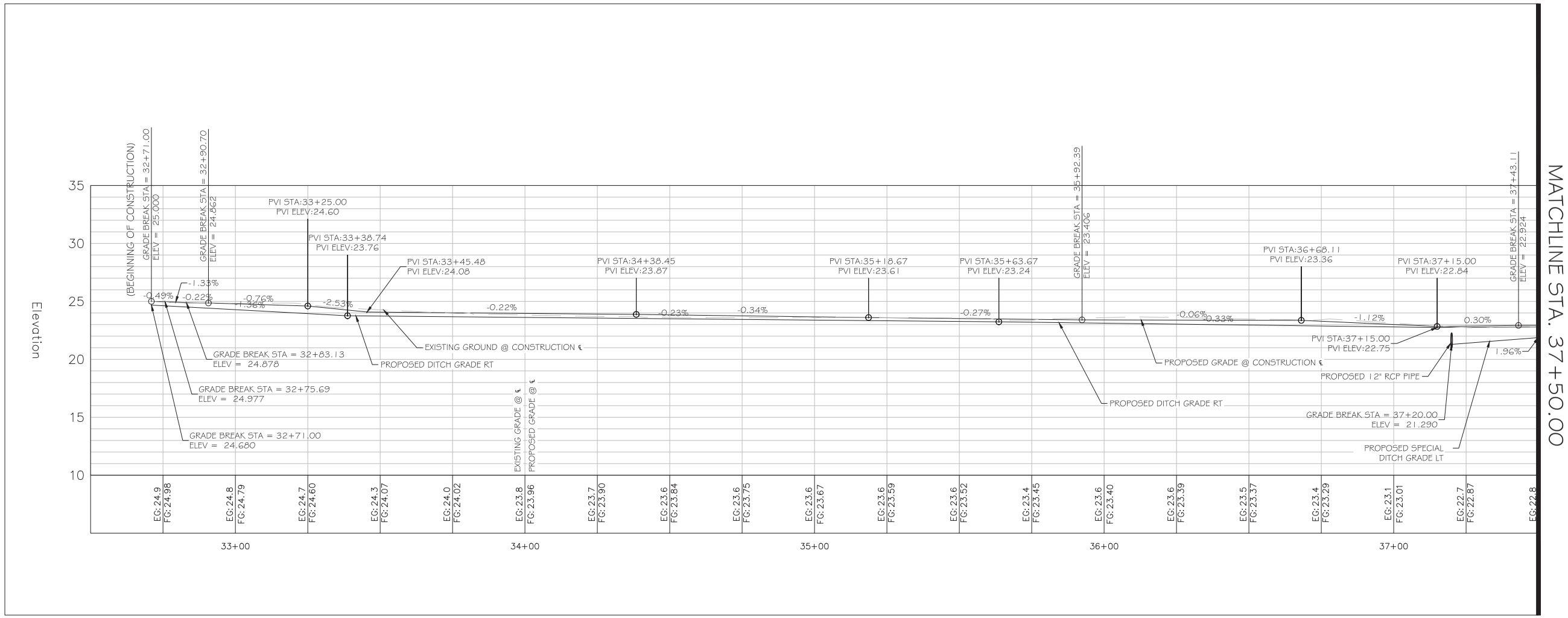
# ALIGNMENT - CENTERLINE PROPOSED MULTI-USE PATH - PROFILE




100% PLANS

SCALE:

HORIZONTAL 1" = 20'
VERTICAL 1" = 5'

NORTH CAROLINA PROFESSIONAL SEAL 44249 ENGINEER TIMOTHY J. LOWE

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MULTI-USE PATH
SR 1403
MIDDLE SOUND LOOP RD
WILMINGTON, NC

TITLE: PROFILES

SHEET NO. C-5.0

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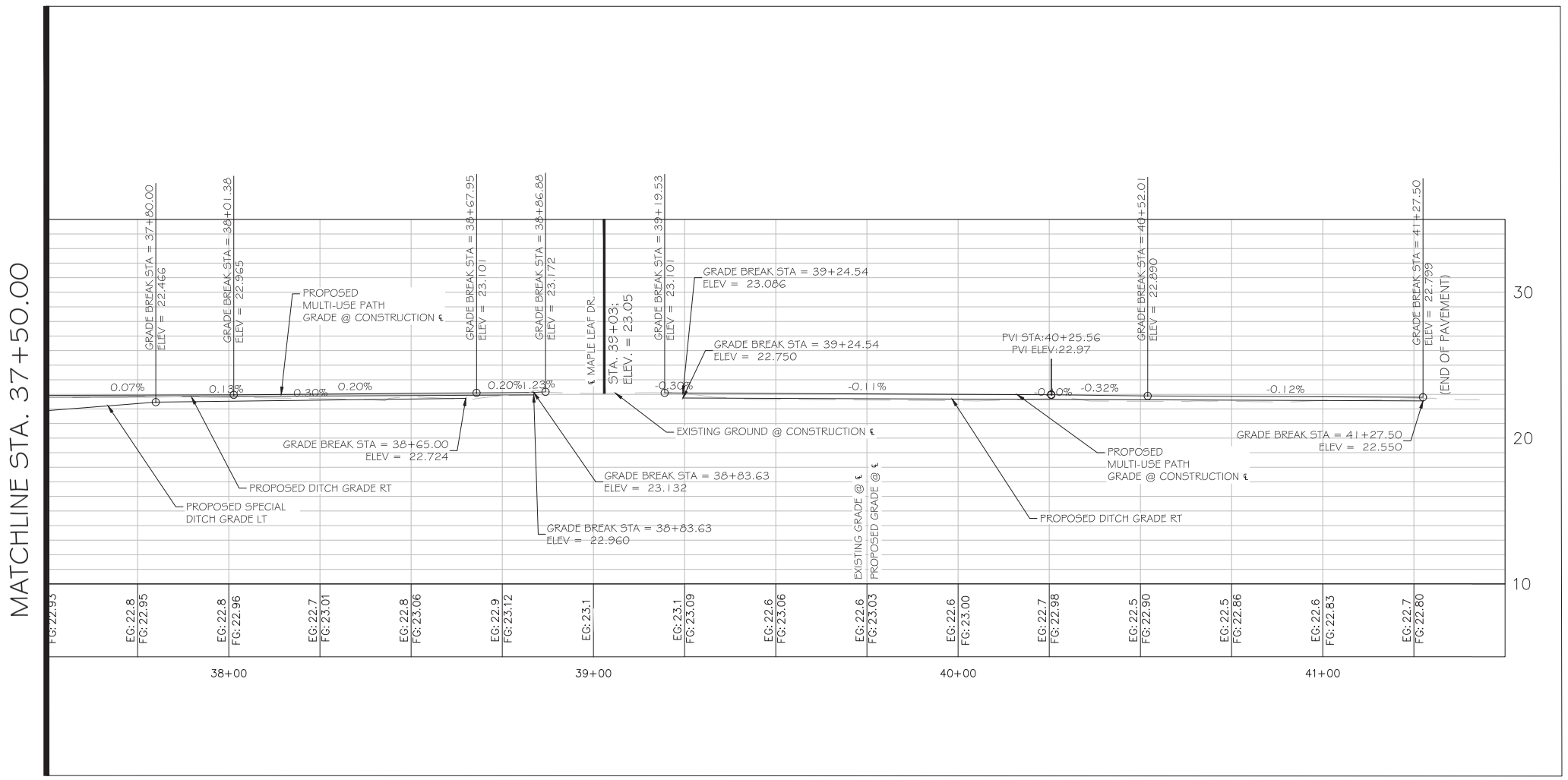


100% PLANS

SCALE:

HORIZONTAL 1" = 20'
VERTICAL 1" = 5'

NORTH CAROLINA PROFESSIONAL SEAL 44249 ENGINEER TIMOTHY J. LOWE

100% DESIGN

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TRAFFIC CONTROL PLAN GENERAL NOTES

CHANGES MAY BE REQUIRED WHEN PHYSICAL DIMENSIONS IN THE DETAIL DRAWINGS, STANDARD DETAILS AND ROADWAY DETAILS ARE NOT ATTAINABLE TO MEET FIELD CONDITIONS, OR RESULT IN DUPLICATE, OR UNDESIRED OVERLAPPING OF DEVICES. MODIFICATION MAY INCLUDE: MOVING, SUPPLEMENTING, COVERING OR REMOVAL OF DEVICES, AS DIRECTED BY THE ENGINEER OR NCDOT.

THE FOLLOWING GENERAL NOTES APPLY AT ALL TIMES FOR THE DURATION OF THE CONSTRUCTION PROJECT, EXCEPT WHEN OTHERWISE NOTED IN THE PLAN, OR DIRECTED BY THE ENGINEER OR NCDOT.

PROJECT NOTES

A. DO NOT CONDUCT ANY HAULING OPERATIONS AGAINST THE FLOW OF TRAFFIC OF AN OPEN TRAVELWAY UNLESS THE HAULING OPERATION IS PROTECTED BY BARRIER OR GUARDRAIL OR AS DIRECTED BY THE ENGINEER.

B. NO LANE CLOSURES ARE PERMITTED ON MIDDLE SOUND LOOP ROAD (S.R. 1403) OR ANY OF ITS INTERSECTING STREETS (OYSTER LANE & MAPLE LEAF DRIVE) DURING THE AM OR PM PEAK PERIODS.

LANE AND SHOULDER CLOSURE REQUIREMENTS

C. REMOVE LANE CLOSURE DEVICES FROM THE LANE WHEN WORK IS NOT BEING PERFORMED BEHIND THE LANE CLOSURE OR WHEN A LANE CLOSURE IS NO LONGER NEEDED, OR AS DIRECTED BY THE ENGINEER.

D. WHEN PERSONNEL AND/OR EQUIPMENT ARE WORKING WITHIN 15 FT OF AN OPEN TRAVEL LANE, CLOSE THE NEAREST OPEN SHOULDER USING ROADWAY STANDARD DRAWING NO. 1101.04 UNLESS THE WORK AREA IS PROTECTED BY BARRIER OR GUARDRAIL OR A LANE CLOSURE IS INSTALLED.

E. WHEN PERSONNEL AND/OR EQUIPMENT ARE WORKING ON THE SHOULDER ADJACENT TO AN UNDIVIDED FACILITY AND WITHIN 5 FT OF AN OPEN TRAVEL LANE, CLOSE THE NEAREST OPEN TRAVEL LANE USING ROADWAY STANDARD DRAWING NO. 1101.02 UNLESS THE WORK AREA IS PROTECTED BY BARRIER OR GUARDRAIL.

F. WHEN PERSONNEL AND/OR EQUIPMENT ARE WORKING WITHIN A LANE OF TRAVEL OF AN UNDIVIDED OR DIVIDED FACILITY, CLOSE THE LANE ACCORDING TO THE TRAFFIC CONTROL PLANS, ROADWAY STANDARD DRAWINGS OR AS DIRECTED BY THE ENGINEER. CONDUCT THE WORK SO THAT ALL PERSONNEL AND/OR EQUIPMENT REMAIL WITH THE CLOSED TRAVEL LANE.

PAVEMENT EDGE DROP OFF REQUIREMENTS

G. BACKFILL AT A 6:1 SLOPE UP TO THE EDGE AND ELEVATION OF EXISTING PAVEMENT IN AREAS ADJACENT TO AN OPENED TRAVEL LANE THAT HAS AN EDGE OF PAVEMENT DROP-OFF AS FOLLOWS:

BACKFILL DROP-OFFS THAT EXCEED 2 INCHES ON ROADWAYS WITH POSTED SPEED LIMITS OF 45 MPH OR GREATER.

BACKFILL DROP-OFFS THAT EXCEED 3 INCHES ON ROADWAYS WITH POSTED SPEED LIMITS LESS THAN 45 MPH.

BACKFILL WITH SUITABLE COMPACTED MATERIAL, AS APPROVED BY THE ENGINEER.

H. DO NOT EXCEED A DIFFERENCE OF 2 INCHES IN ELEVATION BETWEEN OPEN LANES OF TRAFFIC FOR NOMINAL LIFTS OF 1.5 INCHES. INSTALL ADVANCE WARNING "UNEVEN LANES" SIGNS (W8-11) 350 FEET IN ADVANCE AND A MINIMUM OF EVERY HALF MILE THROUGHOUT THE UNEVEN AREA.

SIGNING

I. INSTALL ADVANCE WORK ZONE WARNING SIGNS WHEN WORK IS WITHIN 40 FT FROM THE EDGE OF TRAVEL LANE AND NO MORE THAN THREE (3) DAYS PRIOR TO THE BEGINNING OF CONSTRUCTION.

J. ENSURE ALL NECESSARY SIGNING IS IN PLACE PRIOR TO ALTERING ANY TRAFFIC PATTERN.

K. INSTALL BLACK ON ORANGE "DIP" SIGNS (W8-2) AND/OR "BUMP" SIGNS (W8-1) 100 FT IN ADVANCE OF THE UNEVEN AREA, OR AS DIRECTED BY THE ENGINEER.

TRAFFIC BARRIER

L. INSTALL TEMPORARY BARRIER ACCORDING TO THE TRAFFIC CONTROL PLANS A MAXIMUM OF TWO (2) WEEKS PRIOR TO BEGINNING WORK IN ANY LOCATION. ONCE TEMPORARY BARRIER IS INSTALLED AT ANY LOCATION, PROCEED IN A CONTINUOUS MANNER TO COMPLETE THE PROPOSED WORK IN THAT LOCATION UNLESS OTHERWISE STATED IN THE TRAFFIC CONTROL PLANS OR AS DIRECTED BY THE ENGINEER.

DO NOT PLACE BARRIER DIRECTLY ON ANY SURFACE OTHER THAN ASPHALT OR CONCRETE.

ONCE TEMPORARY BARRIER IS INSTALLED AT ANY LOCATION AND NO WORK IS PERFORMED BEHIND THE TEMPORARY BARRIER FOR A PERIOD LONGER THAN TWO (2) MONTHS, REMOVE/RESET TEMPORARY BARRIER UNLESS OTHERWISE STATED IN THE TRAFFIC CONTROL PLANS, TEMPORARY BARRIER IS PROTECTING A HAZARD, OR AS DIRECTED BY THE ENGINEER.

INSTALL AND SPACE DRUMS NO GREATER THAN TWICE THE POSTED SPEED LIMIT (MPH) TO CLOSE OR KEEP THE SECTION OF THE ROADWAY CLOSED UNTIL THE TEMPORARY BARRIER CAN BE PLACED OR AFTER THE TEMPORARY BARRIER IS REMOVED.

M. PROTECT THE APPROACH END OF MOVABLE/PORTABLE CONCRETE BARRIER AT ALL TIMES DURING THE INSTALLATION AND REMOVAL OF THE BARRIER BY EITHER A TRUCK MOUNTED IMPACT ATTENUATOR (MAXIMUM 72 HOURS) OR A TEMPORARY CRASH CUSHION.

PROTECT THE APPROACH END OF MOVABLE/PORTABLE CONCRETE BARRIER FROM ONCOMING TRAFFIC AT ALL TIMES BY A TEMPORARY CRASH CUSHION UNLESS THE APPROACH END OF MOVABLE/PORTABLE CONCRETE BARRIER IS OFFSET FROM ONCOMING TRAFFIC AS FOLLOWS OR AS SHOWN IN THE PLANS:

| POSTED SPEED LIMIT | MINIMUM OFFSET |
|---|---|
| 40 OR LESS | 15 FT |
| 45-50 | 20 FT |
| 55 | 25 FT |
| 60 MPH or HIGHER | 30 FT |

TRAFFIC PATTERN ALTERATIONS

O. NOTIFY THE ENGINEER TWENTY ONE (21) CALENDAR DAYS PRIOR TO ANY TRAFFIC PATTERN ALTERATION.

TRAFFIC CONTROL DEVICES

P. SPACE CHANNELIZING DEVICES IN WORK AREAS NO GREATER THAN TWICE THE POSTED SPEED LIMIT (MPH), EXCEPT 10 FT ON-CENTER IN RADII, AND 3 FT OFF THE EDGE OF AN OPEN TRAVELWAY, WHEN LANE CLOSURES ARE NOT IN EFFECT. WHEN SKINNY DRUMS ARE ALLOWED, REFER TO SECTION 1180 OF STANDARD SPECIFICATIONS FOR ROADS AND STRUCTURES OR AS SHOWN IN THE PLANS.

Q. PLACE TYPE III BARRICADES, WITH "ROAD CLOSED" SIGN R11-2 ATTACHED, OF SUFFICIENT LENGTH TO CLOSE ENTIRE ROADWAY.

R. PLACE ADDITIONAL SETS OF THREE CHANNELIZING DEVICES (DRUMS, CONES OR SKINNY DRUMS) PERPENDICULAR TO THE EDGE OF TRAVELWAY ON 500 FT CENTERS WHEN UNOPENED LANES ARE CLOSED TO TRAFFIC.

S. ONLY UNIFORMED POLICE OFFICERS SHALL DIRECT TRAFFIC THROUGH SIGNALIZED INTERSECTIONS. THE TRAFFIC SIGNAL MAY BE PUT INTO FLASHING OPERATION OR MAY REMAIL IN NORMAL OPERATION AT THE DISCRETION OF THE OFFICER.

OFFICERS SHALL BE PROPERLY ATTIRED AND SHALL DIRECT TRAFFIC WITH HAND MOTIONS. FLASHLIGHTS WITH RED CONES SHOULD BE USED AT NIGHT. OFFICERS MAY ALSO USE A WHISTLE TO SIGNAL WHEN THEY ARE CHANGING THE DIRECTION OF THE RIGHT OF WAY.

PAVEMENT MARKING AND MARKERS

T. INSTALL PAVEMENT MARKINGS AND PAVEMENT MARKERS ON THE FINAL SURFACE AS FOLLOWS:

| ROAD NAME | MARKING | MARKER |
|---|---|---|
| ALL | THERMO | NONE |

U. INSTALL TEMPORARY PAVEMENT MARKINGS AND TEMPORARY PAVEMENT MARKERS ON INTERIM LAYERS OF PAVEMENT AS FOLLOWS:

| ROAD NAME | MARKING | MARKER |
|---|---|---|
| ALL | PAINT | NONE |

V. PLACE ONE APPLICATION OF PAINT FOR TEMPORARY TRAFFIC PATTERNS. PLACE A SECOND APPLICATION OF PAINT SIX (6) MONTHS AFTER THE INITIAL APPLICATION AND EVERY SIX MONTHS AS DIRECTED BY THE ENGINEER.

W. TIE PROPOSED PAVEMENT MARKING LINES TO EXISTING PAVEMENT MARKING LINES.

X. REMOVE/REPLACE ANY CONFLICTING/DAMAGED PAVEMENT MARKINGS AND MARKERS BY THE END OF EACH DAY'S OPERATION.

MISCELLANEOUS

Y. IN THE EVENT A TIE-IN CANNOT BE MADE IN ONE DAYS TIME, BRING THE TIE-IN AREA TO AN APPROPRIATE ROADWAY ELEVATION, AS DETERMINED BY THE ENGINEER. PLACE BLACK ON ORANGE "LOOSE GRAVEL" SIGNS (W8-7) AND BLACK ON ORANGE "PAVEMENT ENDS" SIGNS (W8-3) AND RESPECTIVELY IN ADVANCE OF THE UNEVEN AREAS. USE DRUMS TO DELINEATE THE EDGE OF ROADWAY ALONG UNPAVED AREAS.

Z. DAY AND TIME RESTRICTIONS FOR LANE CLOSURES

MIDDLE SOUND LOOP ROAD (S.R. 1403) OR ANY OF ITS INTERSECTING STREETS (OYSTER LANE & MAPLE LEAF DRIVE)

PEAK HOURS RESTRICTED: NO LANE CLOSURES SHALL BE ALLOWED FROM 6:00AM TO 9:00 AM AND FROM 4:00PM TO 7:00 PM.

IN ADDITION, THE CONTRACTOR SHALL NOT CLOSE OR NARROW A LANE OF TRAFFIC, DETAIN AND/OR ALTER THE TRAFFIC FLOW ON OR DURING HOLIDAYS, HOLIDAY WEEKENDS SPECIAL EVENTS, OR ANY OTHER TIME WHEN TRAFFIC IS UNUSUALLY HEAVY.

NO LANE CLOSURES SHALL BE ALLOWED ON STATE HOLIDAYS AND LOCAL EVENTS.
HOLIDAYS AND HOLIDAY WEEKENDS SHALL INCLUDE NEW YEAR'S, MARTIN LUTHER KING JR. BIRTHDAY, EASTER, MEMORIAL DAY, INDEPENDENCE DAY LABOR DAY, VETERANS' DAY, THANKSGIVING, AND CHRISTMAS. THE CONTRACTOR SHALL SCHEDULE WORK SO THAT LANE CLOSURES WILL NOT BE REQUIRED DURING THESE PERIODS, UNLESS OTHERWISE DIRECTED BY THE ENGINEER.

PHASING NOTES

PHASE 1 (MULTI-USE PATH CONSTRUCTION NORTH OF MIDDLE SOUND LOOP ROAD)

STEP 1
INSTALL ADVANCE WARNING SIGNS ON MIDDLE SOUND LOOP ROAD (S.R. 1403) AND ALL SIDE STREETS
IN ACCORDANCE WITH NCDOT STD. 1101.01.

STEP 2
INSTALL TEMPORARY BARRIERS AND CLOSE WESTBOUND TRAVEL LANE ON MIDDLE SOUND LOOP ROAD
(S.R. 1403) IN ACCORDANCE WITH NCDOT STD. 1101.02 SHEET 1 OF 15.

STEP 3
USING FLAGGER CONTROL, CONSTRUCT MULTI-USE PATH, DRAINAGE, GRADING, ETC. ALONG NORTH SIDE OF MIDDLE SOUND LOOP ROAD (S.R. 1403) AS SHOWN IN THE PLANS.

100% PLANS

NORTH CAROLINA PROFESSIONAL SEAL 44249 ENGINEER TIMOTHY J. LONE

100% DESIGN

DAVENPORT
HOME OFFICE
119 BROOKSTOWN AVENUE, SUITE PH1
WINSTON-SALEM, NC 27101
336.744.1636 www.davenportworld.com
NCBELS FIRM LICENSE NO. C-2502

PROJECT: 160251
DATE: 6/12/19
DESIGNED BY: PSW
DRAWN BY: DDL
CHECKED BY: TJL
SCALE: AS NOTED

REVISIONS

| NO. | DATE | DESCRIPTION |
|---|---|---|
| | | |

CLIENT: NEW HANOVER COUNTY
230 GOVERNMENT CTR. DR.
SUITE 170
WILMINGTON, NC 28403
KVAPTER@NHCGOV.COM

PROJECT: U-5527C
MULTI-USE PATH
SR 1403
MIDDLE SOUND LOOP RD
WILMINGTON, NC

TITLE: TRAFFIC CONTROL

SHEET NO. C-6.0

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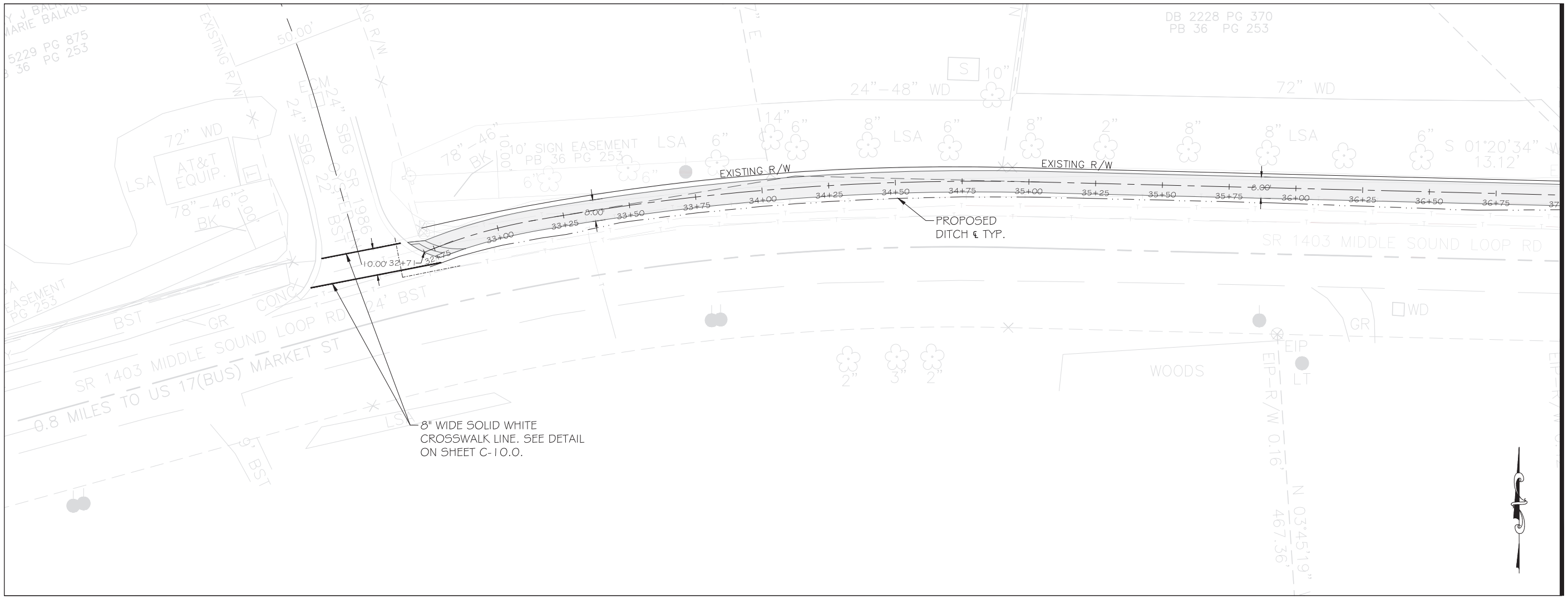


CONTRACTOR SHALL CONTACT 811 FOR LOCATION OF ALL UTILITIES. AT LEAST FIVE (5) WORKING DAYS PRIOR TO BEGINNING CONSTRUCTION.

100% PLANS

GRAPHIC SCALE
20 0 10 20 40
( IN FEET )
1 inch = 20ft.

NORTH CAROLINA PROFESSIONAL SEAL 44249 ENGINEER TIMOTHY J. LONG

100% DESIGN

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119 BROOKSTOWN AVENUE, SUITE PH1
WINSTON-SALEM, NC 27101
336.744.1636 www.davenportworld.com
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PROJECT: 16025.1
DATE: 6/12/19
DESIGNED BY: PSW
DRAWN BY: DDL
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SCALE: AS NOTED

REVISIONS

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CLIENT: NEW HANOVER COUNTY
230 GOVERNMENT CTR. DR.
SUITE 110
WILMINGTON, NC 28403
KVAPHER@NCHGOV.COM

PROJECT: U-5527C
MULTI-USE PATH
SR 1403
MIDDLE SOUND LOOP RD
WILMINGTON, NC

TITLE: PAVEMENT MARKING & SIGNING PLAN

SHEET NO.
C-7.0

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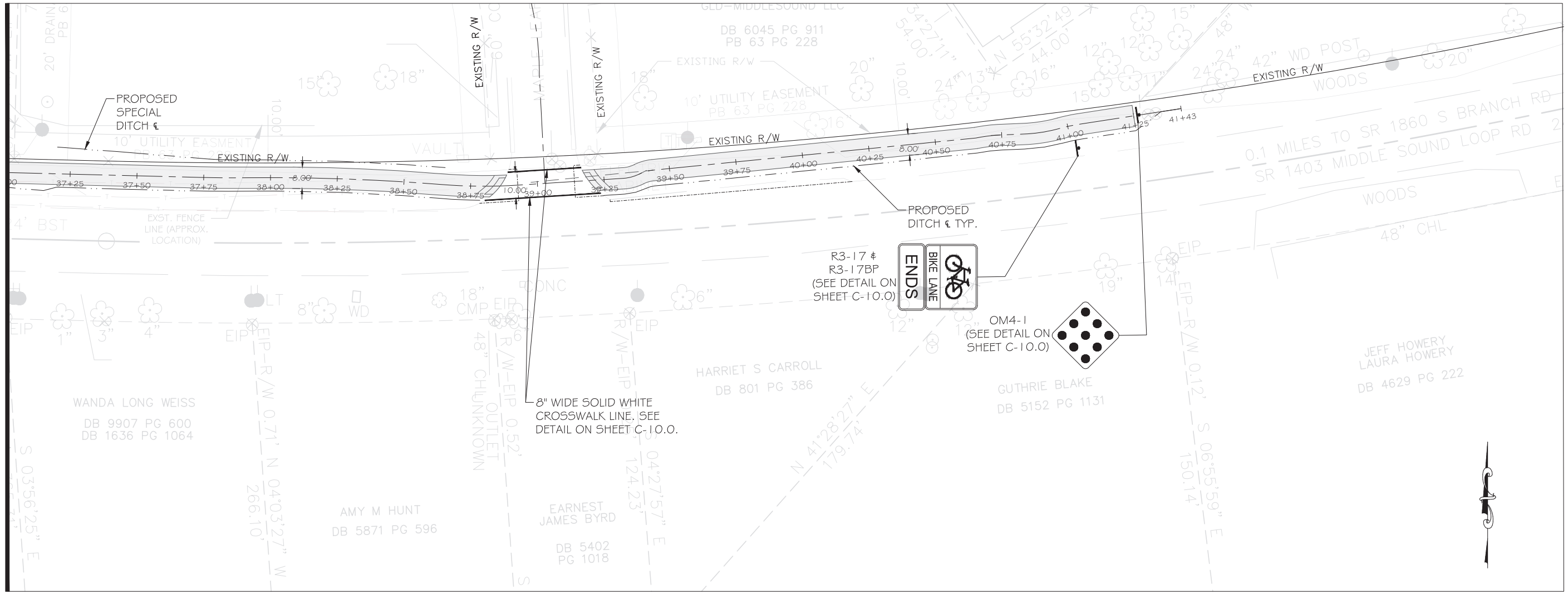
MATCHLINE STA. 37+00.00

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100% PLANS

GRAPHIC SCALE
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( IN FEET )
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NORTH CAROLINA PROFESSIONAL SEAL 44249 ENGINEER TIMOTHY J. LONG

100% DESIGN

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NCBELS FIRM LICENSE NO. C-2522

PROJECT: 160251
DATE: 6/12/19
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SCALE: AS NOTED

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CLIENT: NEW HANOVER COUNTY
230 GOVERNMENT CTR. DR.
SUITE 110
WILMINGTON, NC 28403
KVAFIER@NCHGOV.COM

PROJECT: U-5527C
MULTI-USE PATH
SR 1403
MIDDLE SOUND LOOP RD
WILMINGTON, NC

TITLE: PAVEMENT MARKING & SIGNING PLAN

SHEET NO.
C-7.1

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NOTES:

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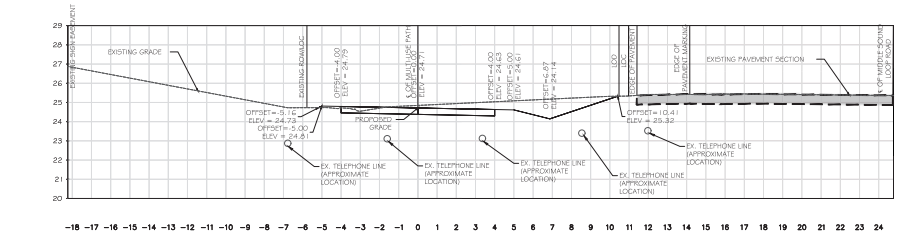


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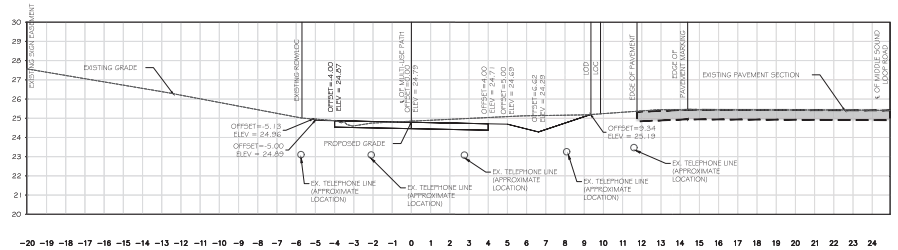


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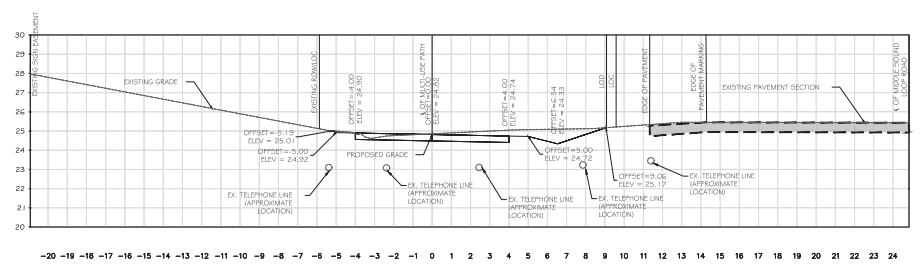


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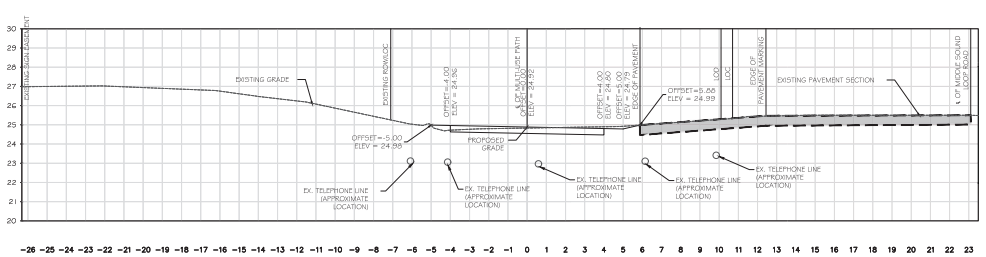


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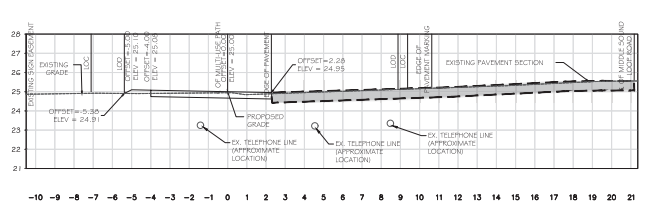


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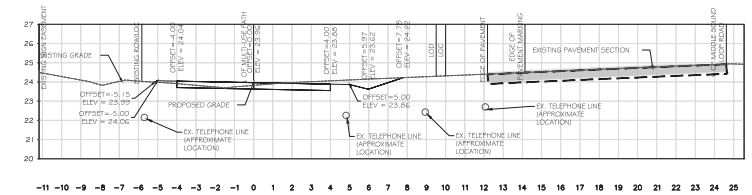


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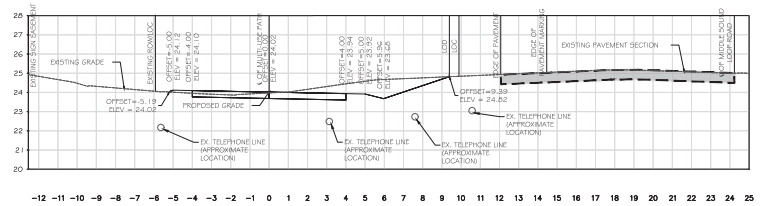


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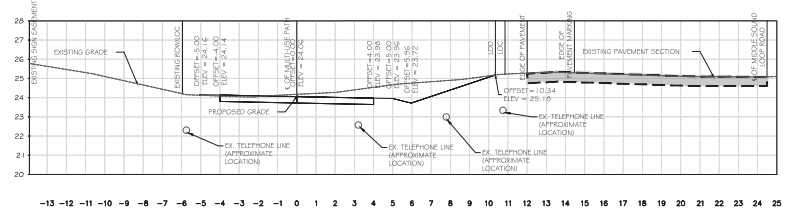


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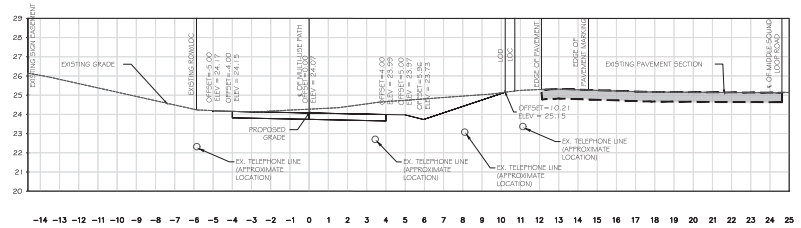


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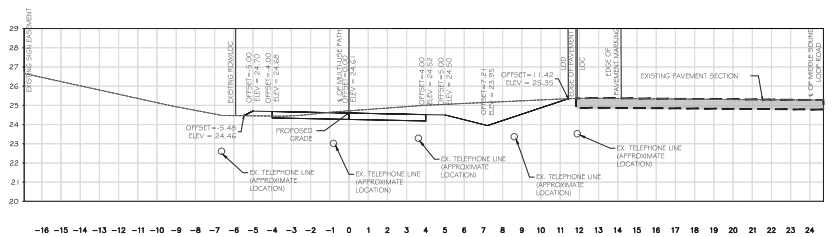


STA. 33+25.00

100% PLANS

SCALE:

HORIZONTAL 1" = 5'
VERTICAL 1" = 5'

NORTH CAROLINA PROFESSIONAL SEAL 44249 ENGINEER TIMOTHY J. LOWE

100% DESIGN

DAVENPORT
HOME OFFICE
119 BROOKSTOWN AVENUE, SUITE PH1
WINSTON-SALEM, NC 27101
336.744.1636 www.davenportworld.com
NCBELS FIRM LICENSE NO. C-2522

PROJECT: 160251
DATE: 6/12/19
DESIGNED BY: PSW
DRAWN BY: DDL
CHECKED BY: TJL
SCALE: AS NOTED

REVISIONS

| NO. | DATE | DESCRIPTION |
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CLIENT: NEW HANOVER COUNTY
230 GOVERNMENT CTR. DR.
SUITE 110
WILMINGTON, NC 28403
KVAPIER@NHCGOV.COM

PROJECT: U-5527C
MULTI-USE PATH
SR 1403
MIDDLE SOUND LOOP RD
WILMINGTON, NC

TITLE: CROSS SECTIONS

SHEET NO. C-8.0

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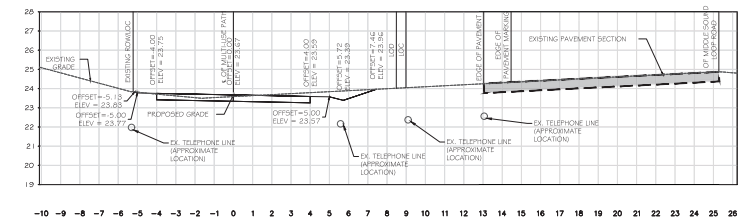


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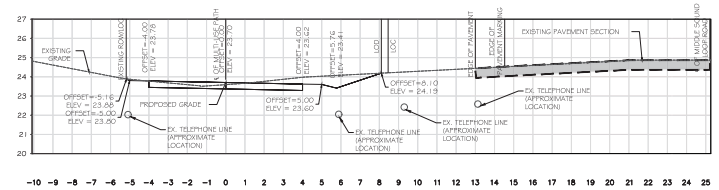


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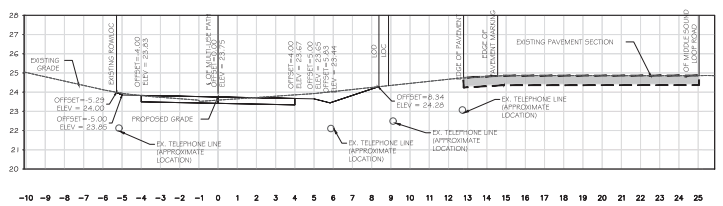


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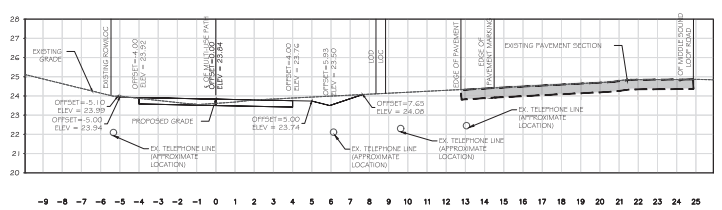


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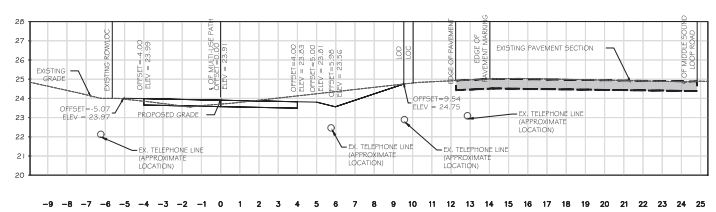


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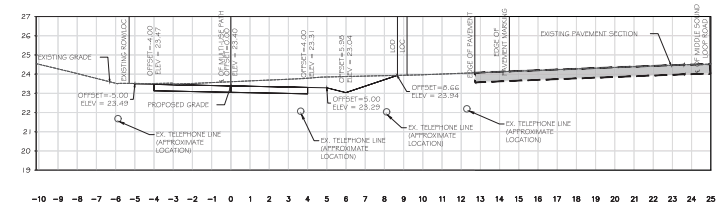


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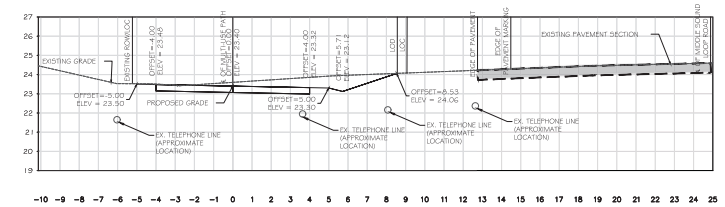


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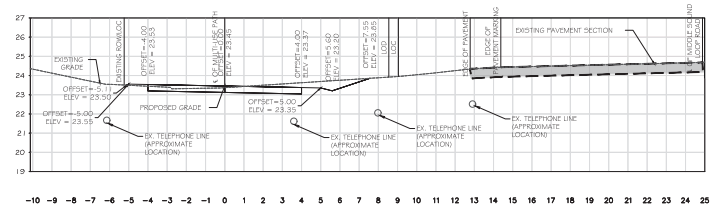


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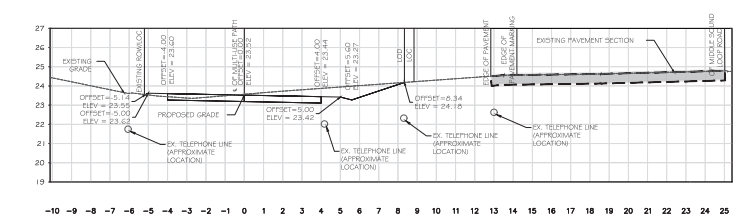


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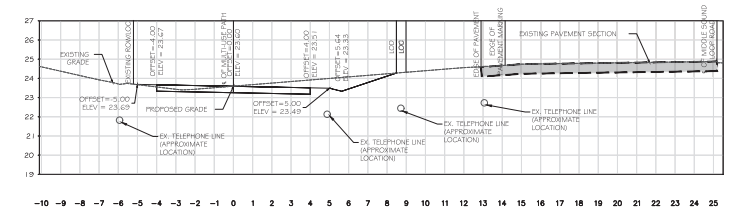


STA. 35+25.00

NOTES:

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100% PLANS

SCALE:

HORIZONTAL 1" = 5'
VERTICAL 1" = 5'

NORTH CAROLINA PROFESSIONAL SEAL 44249 ENGINEER TIMOTHY J. LOWE

100% DESIGN

DAVENPORT
HOME OFFICE
119 BROOKSTOWN AVENUE, SUITE PH1
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336.744.1636 www.davenportworld.com
NCBELS FIRM LICENSE NO. C-2522

PROJECT: 160251
DATE: 6/12/19
DESIGNED BY: PSW
DRAWN BY: DDL
CHECKED BY: TJL
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REVISIONS

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CLIENT: NEW HANOVER COUNTY
230 GOVERNMENT CTR. DR.
SUITE 110
WILMINGTON, NC 28403
KVAPTER@NCHGOV.COM

PROJECT: U-5527C
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MIDDLE SOUND LOOP RD
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TITLE: CROSS SECTIONS

SHEET NO. C-8.1

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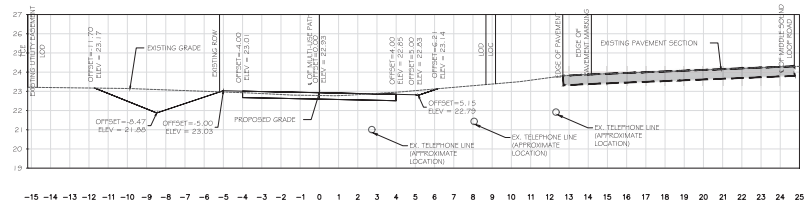


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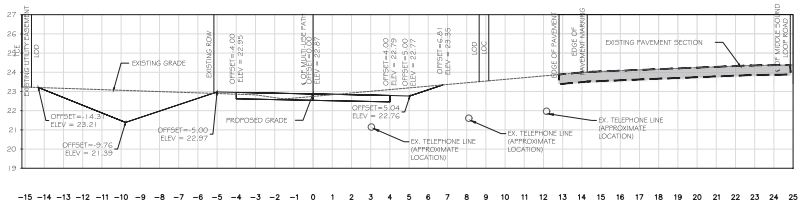


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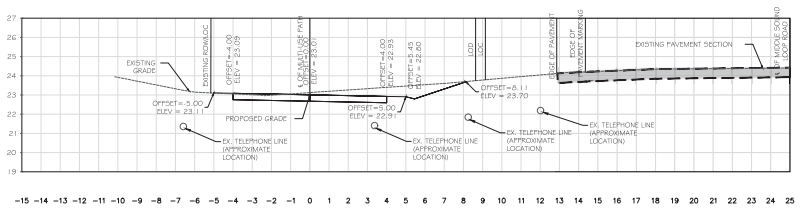


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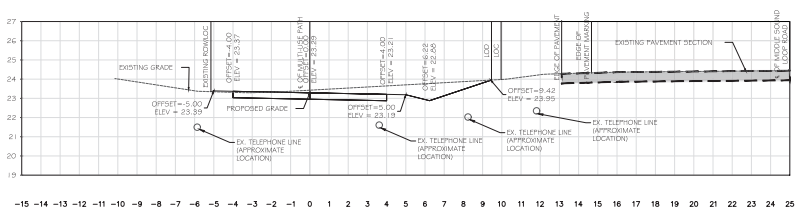


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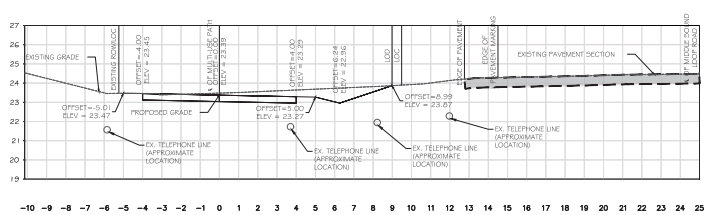


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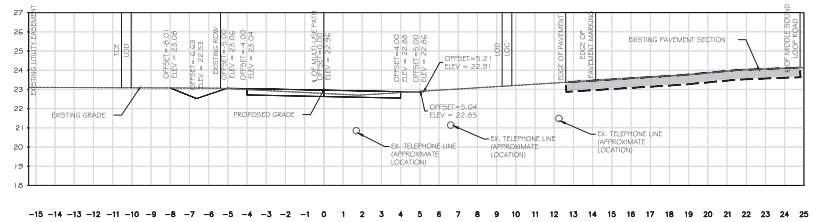


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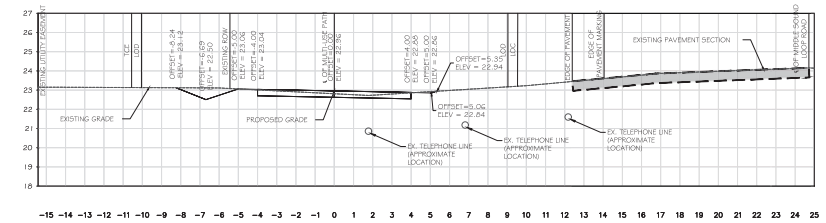


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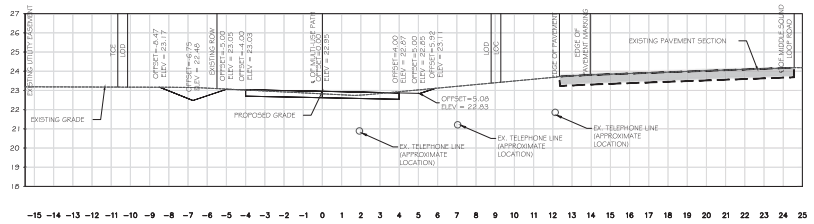


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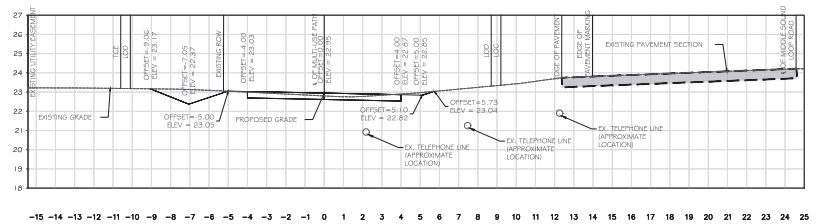


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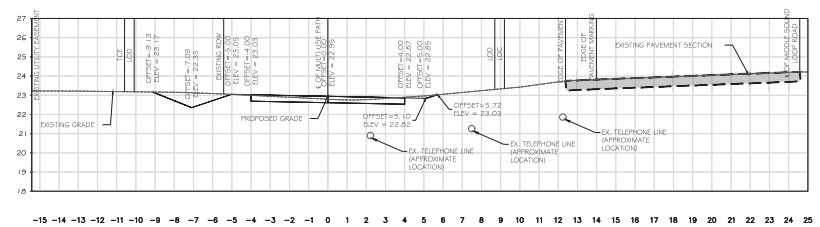


STA. 37+74.30

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100% PLANS

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VERTICAL 1" = 5'

NORTH CAROLINA PROFESSIONAL SEAL 44249 ENGINEER TIMOTHY J. LONG

100% DESIGN

DAVENPORT
HOME OFFICE
119 BROOKSTOWN AVENUE, SUITE PH1
WINSTON-SALEM, NC 27101
336.744.1636 www.davenportworld.com
NCBELS FIRM LICENSE NO. C-2522

PROJECT: 160251
DATE: 6/12/19
DESIGNED BY: PSW
DRAWN BY: DDL
CHECKED BY: TJL
SCALE: AS NOTED

REVISIONS

| NO. | DATE | DESCRIPTION |
|---|---|---|
| | | |

CLIENT: NEW HANOVER COUNTY
230 GOVERNMENT CTR. DR.
SUITE 110
WILMINGTON, NC 28403
KVARER@NHCGOV.COM

PROJECT: U-5527C
MULTI-USE PATH
SR 1403
MIDDLE SOUND LOOP RD
WILMINGTON, NC

TITLE: CROSS SECTIONS

SHEET NO. C-8.2

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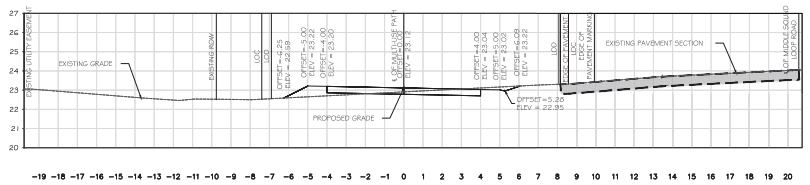
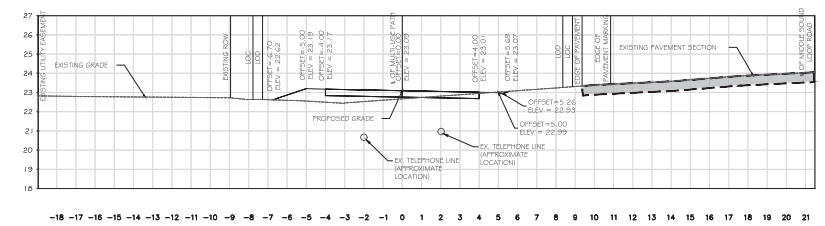
DOCUMENT NOT CONSIDERED FINAL UNLESS ALL SIGNATURES COMPLETED




STA. 38+75.00

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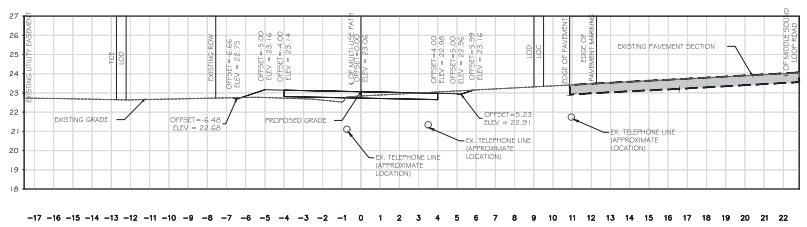


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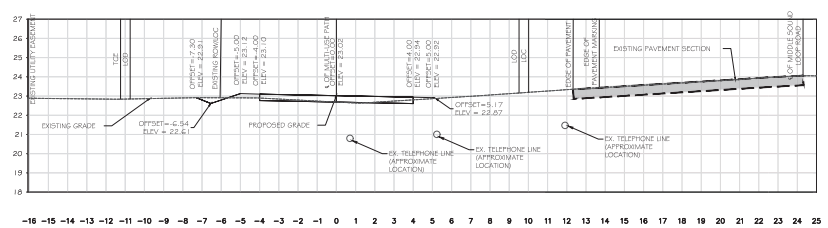


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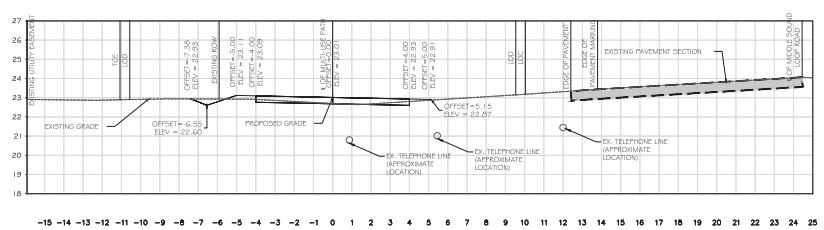


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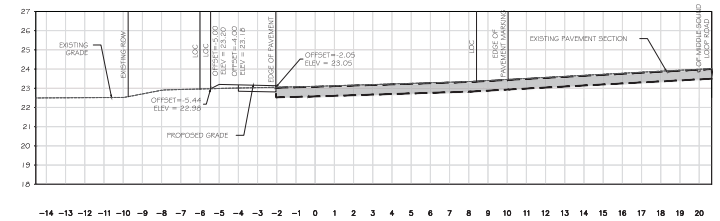


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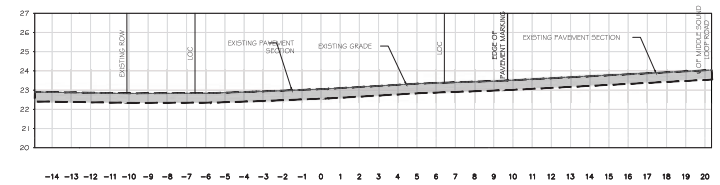


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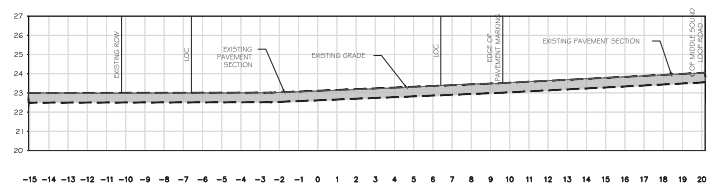
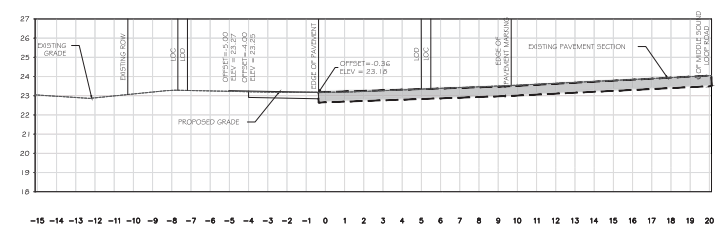



STA. 38+93.37

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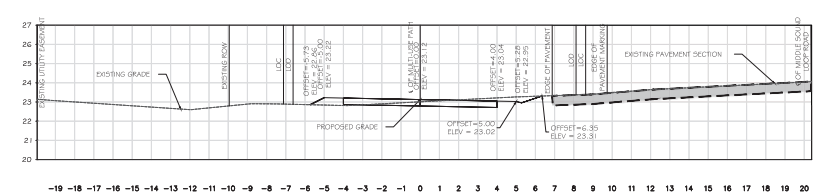


STA. 38+78.86

NOTES:

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100% PLANS

SCALE:

HORIZONTAL 1" = 5'
VERTICAL 1" = 5'

NORTH CAROLINA PROFESSIONAL SEAL 44249 ENGINEER TIMOTHY J. LONE

100% DESIGN

DAVENPORT
HOME OFFICE
119 BROOKSTOWN AVENUE, SUITE PH1
WINSTON-SALEM, NC 27101
336.744.1636 www.davenportworld.com
NCBELS FIRM LICENSE NO. C-2522

PROJECT: 16025.1
DATE: 6/12/19
DESIGNED BY: PSW
DRAWN BY: DDL
CHECKED BY: TJL
SCALE: AS NOTED

REVISIONS

| NO. | DATE | DESCRIPTION |
|---|---|---|
| | | |

CLIENT: NEW HANOVER COUNTY
230 GOVERNMENT CTR. DR.
SUITE 1
WILMINGTON, NC 28403
KVAPIER@NCHGOV.COM

PROJECT: U-5527C
MULTI-USE PATH
SR 1403
MIDDLE SOUND LOOP RD
WILMINGTON, NC

TITLE: CROSS SECTIONS

SHEET NO. C-8.3

THIS DOCUMENT, TOGETHER WITH THE CONCEPTS AND DESIGNS PRESENTED THEREIN, IS INTENDED ONLY FOR THE SPECIFIC PURPOSE AND CLIENT FOR WHICH IT WAS PREPARED. REUSE OF OR IMPROPER RELIANCE UPON THIS DOCUMENT BY OTHERS, WITHOUT WRITTEN AUTHORIZATION AND ADAPTATION BY DAVENPORT, SHALL BE WITHOUT LIABILITY TO DAVENPORT AND SHALL BE A VIOLATION OF THE AGREEMENT BETWEEN DAVENPORT AND ITS CLIENT.

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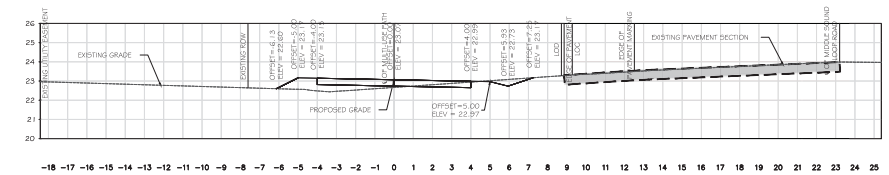


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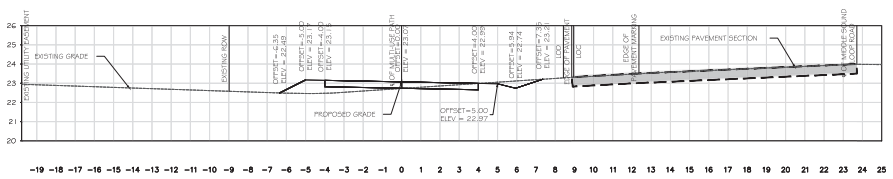
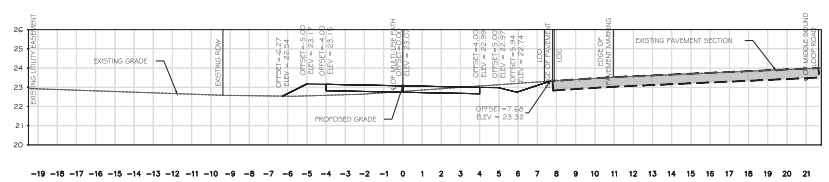
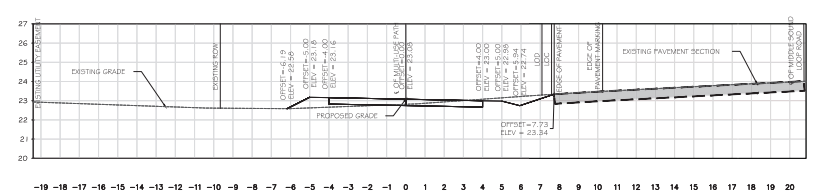



STA. 39+38.70




STA. 39+35.74

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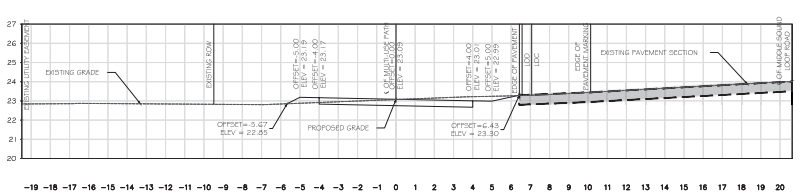


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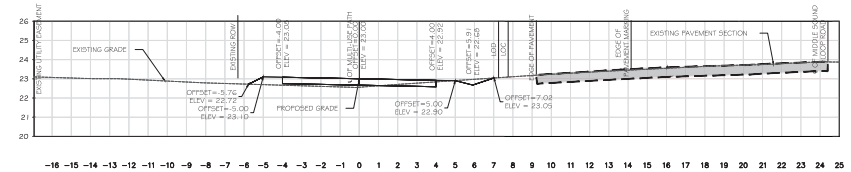


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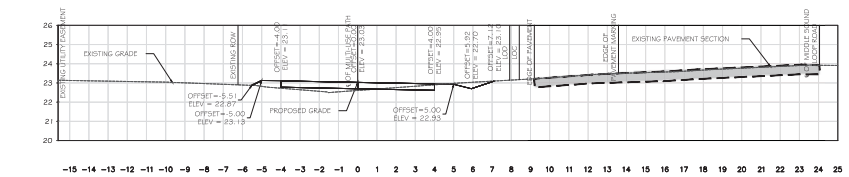


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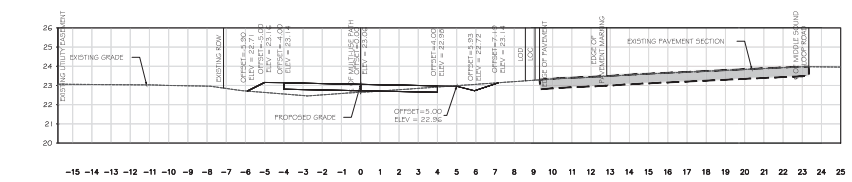


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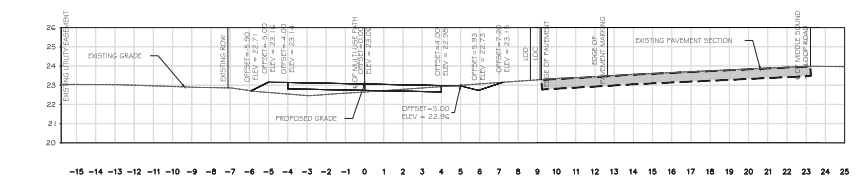


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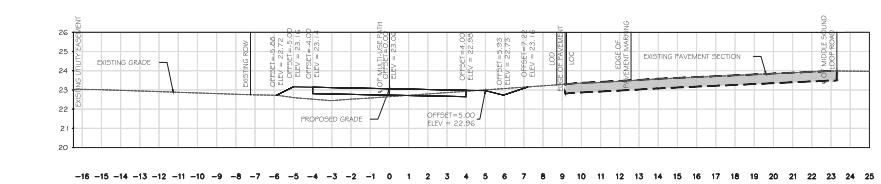


STA. 39+44.78

NOTES:

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100% PLANS

SCALE:

HORIZONTAL 1" = 5'
VERTICAL 1" = 5'

NORTH CAROLINA PROFESSIONAL SEAL 44249 ENGINEER TIMOTHY J. LONE

100% DESIGN

DAVENPORT
HOME OFFICE
119 BROOKSTOWN AVENUE, SUITE PH1
WINSTON-SALEM, NC 27101
336.744.1636 www.davenportworld.com
NCBELS FIRM LICENSE NO. C-2522

PROJECT: 160251
DATE: 6/12/19
DESIGNED BY: PSW
DRAWN BY: DDL
CHECKED BY: TJL
SCALE: AS NOTED

REVISIONS

| NO. | DATE | DESCRIPTION |
|---|---|---|
| | | |

CLIENT: NEW HANOVER COUNTY
230 GOVERNMENT CTR. DR.
SUITE 110
WILMINGTON, NC 28403
KVAPHER@NCHGOV.COM

PROJECT: U-5527C
MULTI-USE PATH
SR 1403
MIDDLE SOUND LOOP RD
WILMINGTON, NC

TITLE: CROSS SECTIONS

SHEET NO.
C-8.4

THIS DOCUMENT, TOGETHER WITH THE CONCEPTS AND DESIGNS PRESENTED THEREIN, IS INTENDED ONLY FOR THE SPECIFIC PURPOSE AND CLIENT FOR WHICH IT WAS PREPARED. REUSE OF OR IMPROPER RELIANCE UPON THIS DOCUMENT BY OTHERS, WITHOUT WRITTEN AUTHORIZATION AND ADAPTATION BY DAVENPORT, SHALL BE WITHOUT LIABILITY TO DAVENPORT AND SHALL BE A VIOLATION OF THE AGREEMENT BETWEEN DAVENPORT AND ITS CLIENT.

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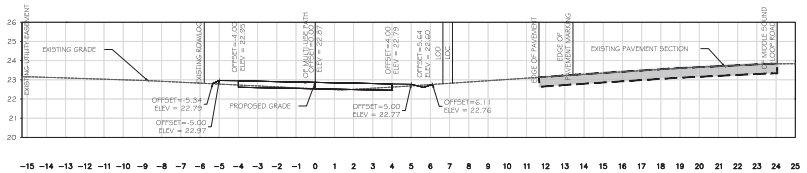
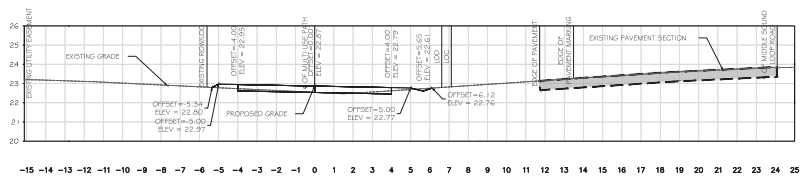
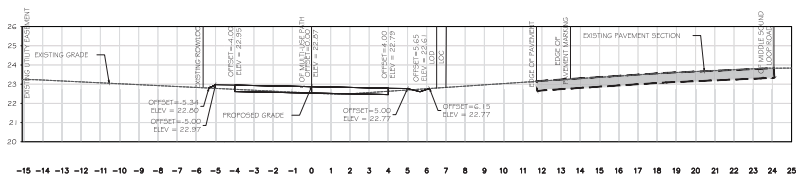



STA. 40+72.53




STA. 40+70.38

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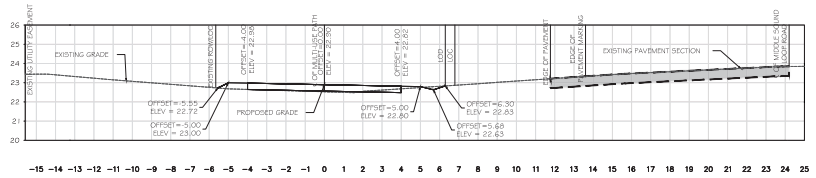


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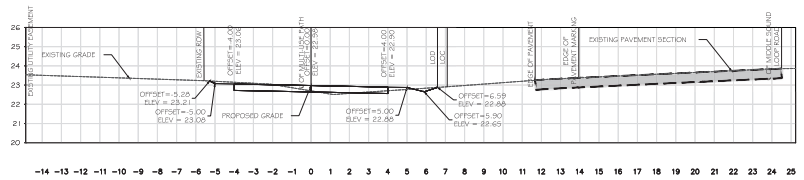


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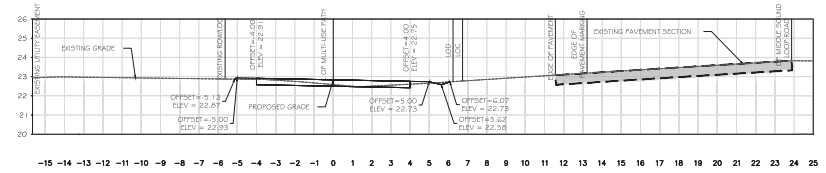
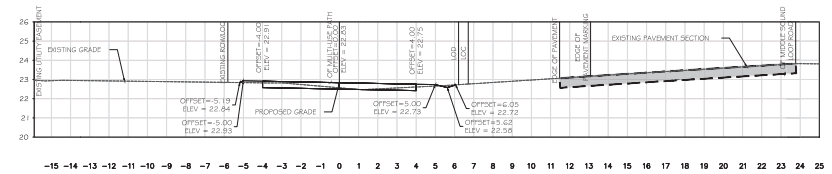



STA. 41+00.00

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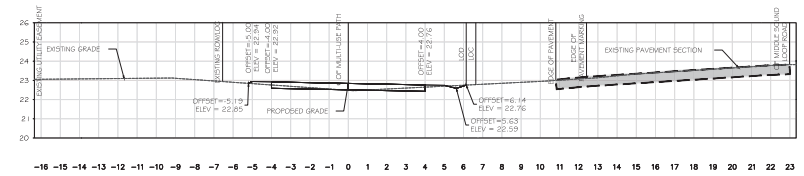


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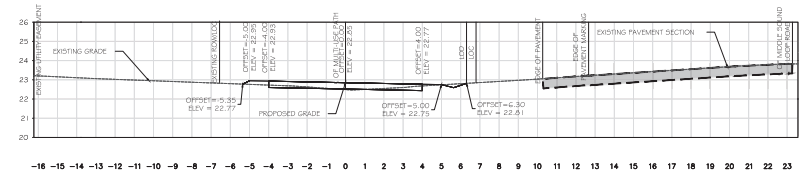


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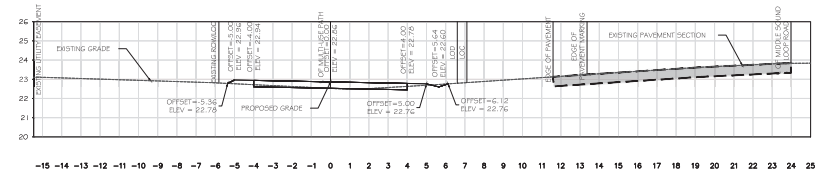


STA. 40+75.00

NOTES:

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100% PLANS

SCALE:

HORIZONTAL 1" = 5'
VERTICAL 1" = 5'

NORTH CAROLINA PROFESSIONAL SEAL 44249 ENGINEER TIMOTHY J. LONE

100% DESIGN

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HOME OFFICE
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336.744.1636 www.davenportworld.com
NCBELS FIRM LICENSE NO. C-2522

PROJECT: 160251
DATE: 6/12/19
DESIGNED BY: PSW
DRAWN BY: DDL
CHECKED BY: TJL
SCALE: AS NOTED

REVISIONS

| NO. | DATE | DESCRIPTION |
|---|---|---|
| | | |

CLIENT: NEW HANOVER COUNTY
230 GOVERNMENT CTR. DR.
SUITE 110
WILMINGTON, NC 28403
KVAPTIER@NCHGOV.COM

PROJECT: U-5527C
MULTI-USE PATH
SR 1403
MIDDLE SOUND LOOP RD
WILMINGTON, NC

TITLE: CROSS SECTIONS

SHEET NO. C-8.5

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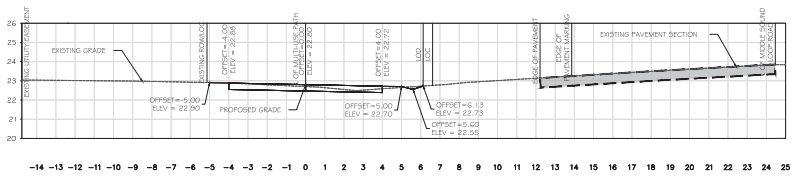
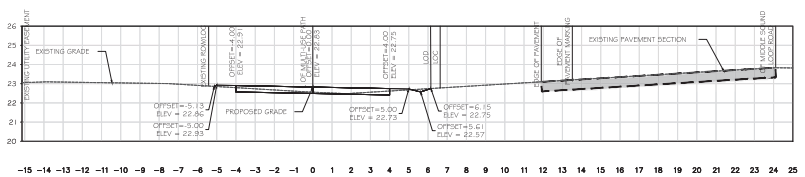
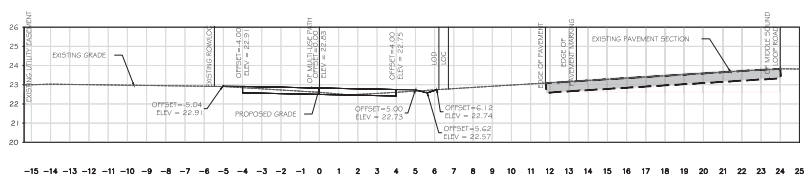



STA. 41+25.00




STA. 41+05.74




STA. 41+02.19

100% PLANS

SCALE:

HORIZONTAL 1" = 5'
VERTICAL 1" = 5'

NORTH CAROLINA PROFESSIONAL SEAL 44249 ENGINEER TIMOTHY J. LOWE

100% DESIGN

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HOME OFFICE
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336.744.1636 www.davenportworld.com
NCBELS FIRM LICENSE NO. C-2522

PROJECT: 160251
DATE: 6/12/19
DESIGNED BY: PSW
DRAWN BY: DDL
CHECKED BY: TJL
SCALE: AS NOTED

REVISIONS

| NO. | DATE | DESCRIPTION |
|---|---|---|
| | | |

CLIENT: NEW HANOVER COUNTY
230 GOVERNMENT CTR. DR.
SUITE 110
WILMINGTON, NC 28403
KVAPIER@NCHGOV.COM

PROJECT: U-5527C
MULTI-USE PATH
SR 1403
MIDDLE SOUND LOOP RD
WILMINGTON, NC

TITLE: CROSS SECTIONS

SHEET NO. C-8.6

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# EROSION & SEDIMENT CONTROL NARRATIVE

PROJECT DESCRIPTION

THIS PLAN PROPOSES THE DESIGN OF A 8' MULTIUSE PATH IN WILMINGTON NORTH CAROLINA. THE SITE RUNS NORTH, PARALLEL TO MIDDLE SOUND LOOP ROAD (SR 1403). TOTAL AMOUNT OF AREA BEING DISTURBED IS APPROXIMATELY 0.29 ACRES (12,442 S.F.).

EXISTING CONDITIONS

EXISTING CONDITIONS OF THE SITE CONSIST OF DEVELOPED LAND WITH MANAGED TURF AS THE MAJORITY SURFACE CHARACTERISTIC. THERE ARE LANDSCAPED BERMS RUNNING PARALLEL WITH MIDDLE SOUND ROAD. THERE ARE UTILITIES THAT INCLUDE BUT NOT LIMITED TO TELECOMMUNICATIONS, WATER DISTRIBUTION. ALSO INCLUDED WITH THE SITE IS A ROAD SIDE DITCH THAT RUNS ALONG WITH MIDDLE SOUND LOOP ROAD THAT OUTFALLS INTO A DRAINAGE EASEMENT THAT RUNS PARALLEL WITH OYSTER LANE AND MAPLE LEAF DRIVE. A SUBDIVISION IS TO THE NORTH OF THE SITE. THE SITE CONTAINS RELATIVELY FLAT SLOPES WITH THE EXCEPTION OF MAN MADE BERMS THAT SITE ADJACENT TO THE SITE.

ADJACENT PROPERTIES & LISTED EASEMENTS

ADJACENT PROPERTIES LISTED BELOW:

1. 10' SIGN EASEMENT (PB 36, PG 253)
2. MATTHEW J. CARRIER & MACKENIE G. CARRIER (DB 5648, PG 247, PB 36, PG 253)
3. JOSEPH CALVIN GIOIELLI & TERRY LYNN GIOIELLI (DB 2228, PG 370, PB 36, PG 253)
4. MICHAEL BONITZ (DB 5574, PG 684, PB 36, PG 253)
5. 20' DRAINAGE EASEMENT (PB 63, PG 228)
6. 10' UTILITY EASEMENT (PB 63, PG 228)

OFFSITE AREAS

TEMPORARY CONSTRUCTION EASEMENT NEEDED FOR GRADE CONNECTION DURING CONSTRUCTION PHASE.

SOILS

Se Seagate fine sand, 0 TO 2 PERCENT SLOPES (K Factor: 0.05)

CRITICAL AREAS

THE SITE HAS TELECOMMUNICATION LINES, WATER LINES (HYDRANT & VALVES) AND A WATER VAULT WITHIN THE SITE'S CONSTRUCTION LIMITS AS WELL AS TREES THAT ARE TO REMAIN AND PROTECTED. THERE ARE PARTS OF THE CONSTRUCTION PROCESS THAT WILL NEED TEMPORARY ACCESS ONTO A PRIVATE UTILITY EASEMENT.

EROSION CONTROL MEASURES (CONSTRUCTION AND MAINTENANCE)

SEE SHEET C-9.1 THROUGH C-9.6 CONSTRUCTION AND MAINTENANCE DETAILS.

SEQUENCE OF CONSTRUCTION:

PHASE 1

1. CONTRACTOR TO OBTAIN ALL NECESSARY PERMITS AND SHALL HOLD NECESSARY PRE-CONSTRUCTION MEETINGS AS REQUIRED BY LOCAL OR STATE JURISDICTIONS BEFORE ANY MOBILIZATION OR WORK BEGINS.

2. INSTALL ALL NECESSARY PERIMETER CONTROLS IN THE VICINITY OF THE PLANNED CONSTRUCTION ENTRANCES. THERE ARE NO CONSTRUCTION OFFICE TRAILERS OR FORMAL TEMPORARY PARKING AND STORAGE AREAS ANTICIPATED. CLEAR ONLY THE MINIMUM AREA ABSOLUTELY NECESSARY TO INSTALL THESE PERIMETER CONTROLS. REPAIR AND MAINTAIN AS NEEDED.

3. INSTALL ALL NECESSARY EROSION CONTROLS MEASURES ( SILT FENCE) PROTECTING THE CONSTRUCTION ENTRANCES. REPAIR AND MAINTAIN AS NEEDED.

4. INSTALL STABILIZED CONSTRUCTION ENTRANCES (ALONG OYSTER LANE AND MAPLE LEAF DRIVE ALIGNMENT) .

5. INSTALL ALL REMAINING PERIMETER SEDIMENT CONTROL MEASURES. CONTROL MEASURES SHALL NOT IMPACT THE LIMITS OF CONSTRUCTION LINE AND THE ESTABLISHED TEMPORARY CONSTRUCTION EASEMENT. IF ANY FENCE LINES WITHIN THE SITE

6. CONSTRUCT DRAINAGE STRUCTURE INLET TYPE 'D' AND ASSOCIATED PIPE (DIAMETER 12"). OUTFALL SHALL TIE INTO ADJACENT DITCH. ALL STRUCTURES RECEIVING LESS THAN ONE ACRES MAY CONVEY WATER WITH PROPER OUTLET AND INLET PROTECTION. SEE SHEET C-3.1 FOR INVERT AND RIM ELEVATIONS.

7. APPLY TEMPORARY SEEDING ALONG AREAS THAT HAVE BEEN EXPOSED FOR SEVEN DAYS. PERMANENT SEED ANYWHERE THAT EXPOSED SOIL

SEQUENCE OF CONSTRUCTION (CONT.):

PHASE 2

IMPORTANT: CONTRACTOR TO COMPLETE ALL STEPS IN PHASE 1 PRIOR TO BEGINNING ANY WORK IN PHASE 2

1. BEGIN GRUBBING, AND STRIPPING THE REMAINDER OF THE SITE (PHASE CLEARING AND GRUBBING TO THE EXTENT PRACTICAL TO MINIMIZE THE AMOUNT OF AREA DISTURBED AT ANY POINT IN TIME.

2. BEGIN GRADING THE SITE AND PREPARING SUBGRADES.

4. THROUGHOUT CONSTRUCTION, TEMPORARILY STABILIZE DISTURBED AREAS IMMEDIATELY FOLLOWING THE COMPLETION OF THE MOST RECENT LAND DISTURBING/GRADING ACTIVITY, INCLUDING MATERIAL STOCKPILES THAT ARE SCHEDULED OR LIKELY TO REMAIN INACTIVE FOR 7 DAYS OR MORE.

5. PERMANENTLY STABILIZE AREAS TO BE VEGETATED IMMEDIATELY AS THEY ARE BROUGHT TO FINAL GRADE.

6. PREPARE SITE FOR PAVING AND LAYING OF BASE AGGREGATE.

7. PAVE SITE.

8. INSTALL RAMPS

9. PERMANENTLY SEED AND/OR SOD AND/OR MULCH ALL PROPOSED LANDSCAPED AREAS PER NCDOT SPECIFICATIONS.

100% PLANS

NORTH CAROLINA PROFESSIONAL SEAL 44249 ENGINEER TIMOTHY J. LOWE

100% DESIGN

DAVENPORT
HOME OFFICE
119 BROOKSTOWN AVENUE, SUITE PH1
WINSTON-SALEM, NC 27101
336.744.1636 www.davenportworld.com
NCBELS FIRM LICENSE NO. C-2522

PROJECT: 160251
DATE: 6/12/19
DESIGNED BY: PSW
DRAWN BY: DDL
CHECKED BY: TJL
SCALE: AS NOTED

REVISIONS

| NO. | DATE | DESCRIPTION |
|---|---|---|
| | | |

CLIENT: NEW HANOVER COUNTY
230 GOVERNMENT CTR. DR.
SUITE 110
WILMINGTON, NC 28403
KVATIER@NCHGOV.COM

PROJECT: U-5527C
MULTI-USE PATH
SR 1403
MIDDLE SOUND LOOP RD
WILMINGTON, NC

TITLE: EROSION & SEDIMENT CONTROL PLAN NARRATIVE

SHEET NO. C-9.0

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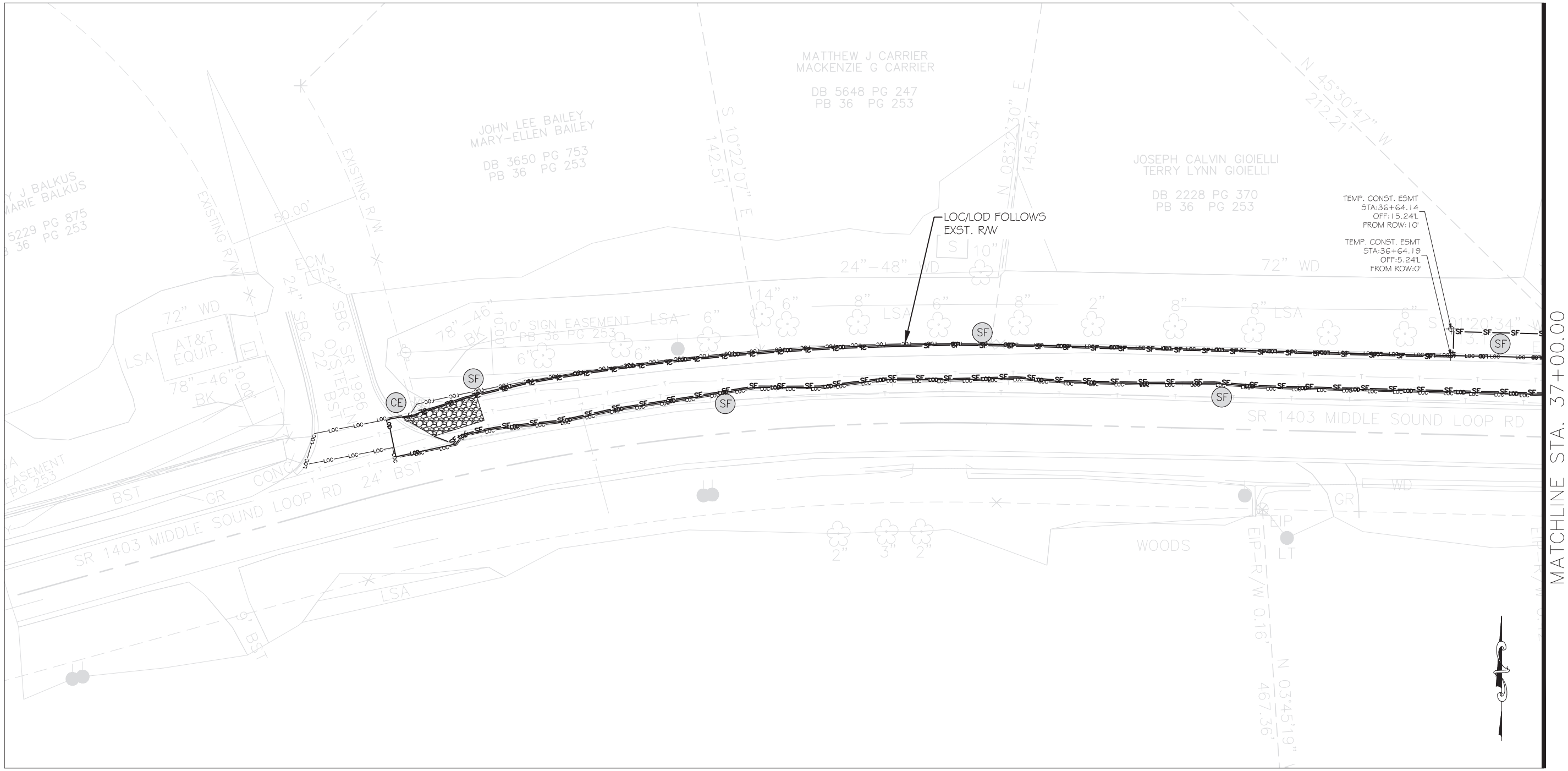


## EROSION/SEDIMENT CONTROL LEGEND

| KEY | SYMBOL | DESCRIPTION |
|---|---|---|
| CE | | TEMPORARY GRAVEL CONSTRUCTION ENTRANCE (WITH TIRE WASH) |
| SF | —SF—SF— | SILT FENCE |
| IP | | INLET PROTECTION |
| OP | | OUTLET PROTECTION |
| TS | TS | TEMPORARY SEEDING |
| PS | PS | PERMANENT SEEDING |
| | —LOD— | LIMITS OF DISTURBANCE |
| | —LOC— | LIMITS OF CONSTRUCTION |
| | —TCE— | TEMPORARY CONSTRUCTION EASEMENT |

CONTRACTOR SHALL CONTACT 811 FOR LOCATION OF ALL UTILITIES. AT LEAST FIVE (5) WORKING DAYS PRIOR TO BEGINNING CONSTRUCTION.

100% PLANS

GRAPHIC SCALE
20 0 10 20 40
( IN FEET )
1 inch = 20ft.

NORTH CAROLINA PROFESSIONAL SEAL 44249 ENGINEER TIMOTHY J. LOWE

100% DESIGN

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NCBELS FIRM LICENSE NO. C-2522

PROJECT: 160251
DATE: 6/12/19
DESIGNED BY: PSW
DRAWN BY: DDL
CHECKED BY: TJL
SCALE: AS NOTED

REVISIONS

| NO. | DATE | DESCRIPTION |
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WILMINGTON, NC 28403
KVAPIER@NCHGOV.COM

PROJECT: U-5527C
MULTI-USE PATH
SR 1403
MIDDLE SOUND LOOP RD
WILMINGTON, NC

TITLE: EROSION & SEDIMENT CONTROL PLAN PHASE I

SHEET NO.
C-9.1

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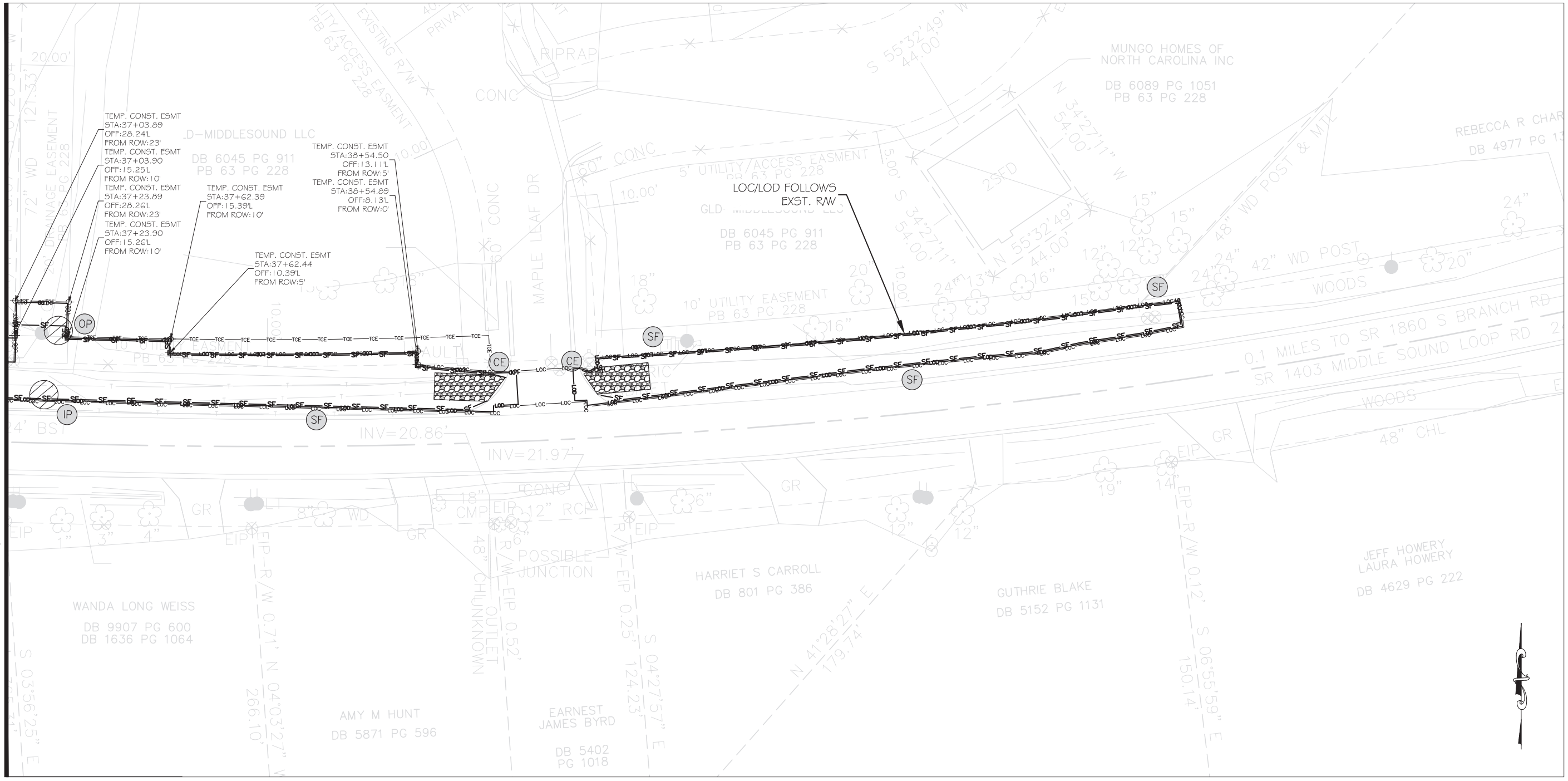


## EROSION/SEDIMENT CONTROL LEGEND

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( IN FEET )
1 inch = 20ft.

NORTH CAROLINA PROFESSIONAL SEAL 44249 ENGINEER TIMOTHY J. LONG

100% DESIGN

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PROJECT: 160251
DATE: 6/12/19
DESIGNED BY: PSW
DRAWN BY: DDL
CHECKED BY: TJL
SCALE: AS NOTED

REVISIONS

| NO. | DATE | DESCRIPTION |
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230 GOVERNMENT CTR. DR.
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KVATIER@NCHGOV.COM

PROJECT: U-5527C
MULTI-USE PATH
SR 1403
MIDDLE SOUND LOOP RD
WILMINGTON, NC

TITLE: EROSION & SEDIMENT CONTROL PLAN PHASE I

SHEET NO.
C-9.2

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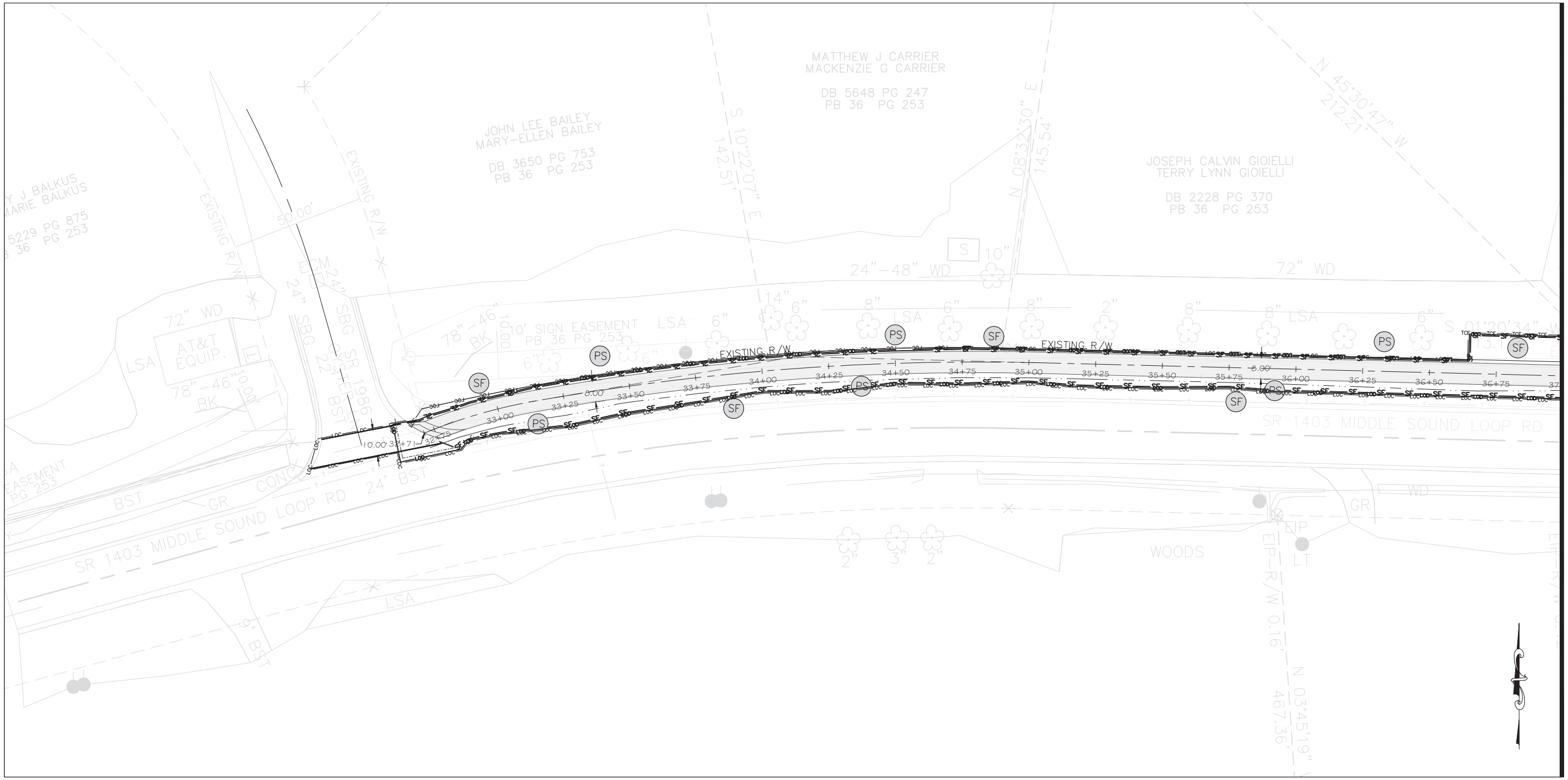


## EROSION/SEDIMENT CONTROL LEGEND

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| CE | | TEMPORARY GRAVEL CONSTRUCTION ENTRANCE (WITH TIRE WASH) |
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| TS | TS | TEMPORARY SEEDING |
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| | —LOD— | LIMITS OF DISTURBANCE |
| | —LOC— | LIMITS OF CONSTRUCTION |
| | —TCE— | TEMPORARY CONSTRUCTION EASEMENT |

CONTRACTOR SHALL CONTACT 811 FOR LOCATION OF ALL UTILITIES. AT LEAST FIVE (5) WORKING DAYS PRIOR TO BEGINNING CONSTRUCTION.

100% PLANS

GRAPHIC SCALE
20 0 10 20 40
( IN FEET )
1 inch = 20ft.

NORTH CAROLINA PROFESSIONAL SEAL 44249 ENGINEER TIMOTHY J. LOWE

100% DESIGN

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PROJECT: 16025.1
DATE: 6/12/19
DESIGNED BY: PSW
DRAWN BY: DDL
CHECKED BY: TJL
SCALE: AS NOTED

REVISIONS

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230 GOVERNMENT CTR. DR.
SUITE 110
WILMINGTON, NC 28403
KVAPIER@NCHGOV.COM

PROJECT: U-5527C
MULTI-USE PATH
SR 1403
MIDDLE SOUND LOOP RD
WILMINGTON, NC

TITLE: EROSION & SEDIMENT CONTROL PLAN PHASE 2

SHEET NO.
C-9.3

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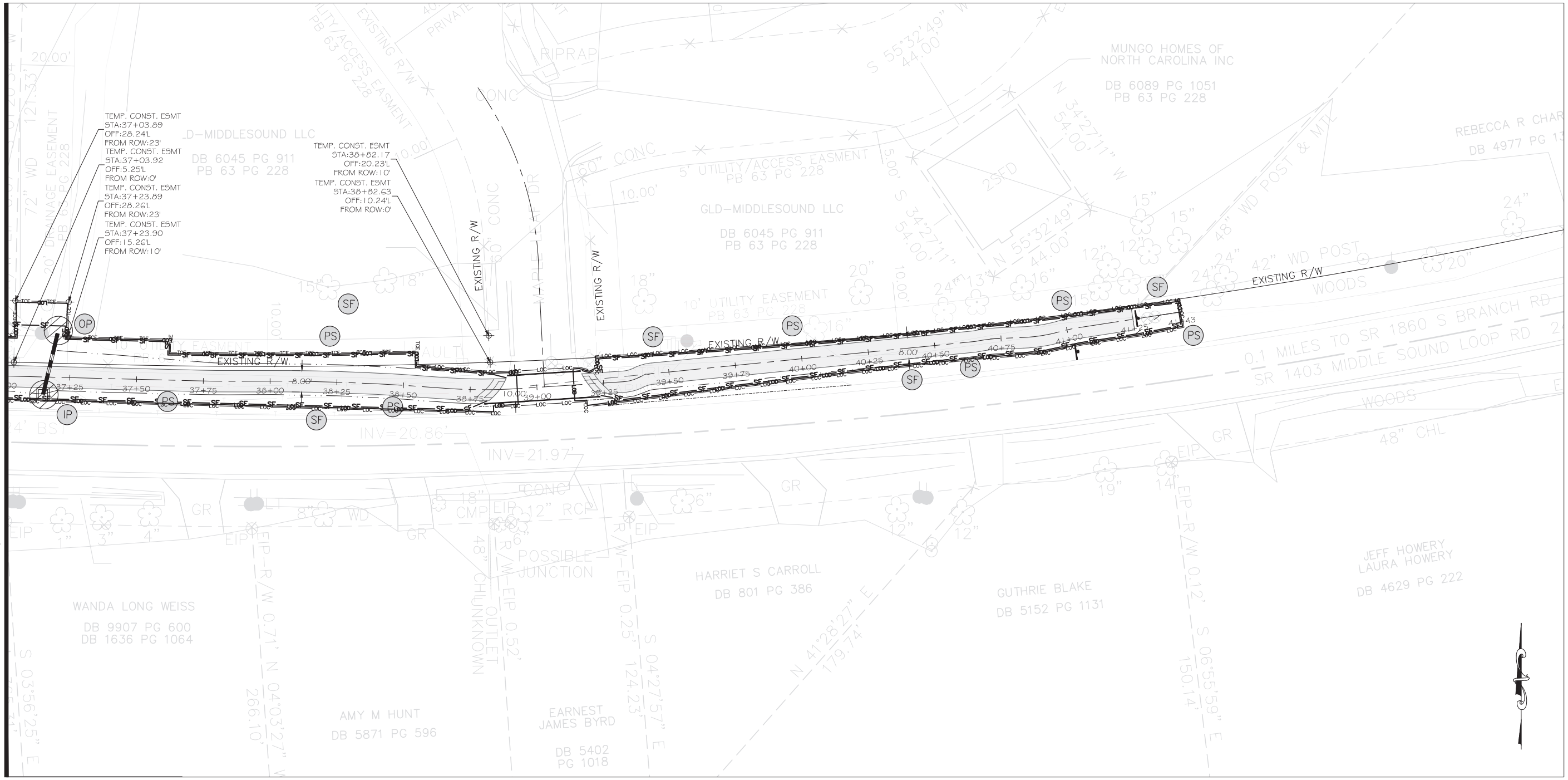


## EROSION/SEDIMENT CONTROL LEGEND

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| TS | TS | TEMPORARY SEEDING |
| PS | PS | PERMANENT SEEDING |
| | —LOD— | LIMITS OF DISTURBANCE |
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| | —TCE— | TEMPORARY CONSTRUCTION EASEMENT |

CONTRACTOR SHALL CONTACT 811 FOR LOCATION OF ALL UTILITIES. AT LEAST FIVE (5) WORKING DAYS PRIOR TO BEGINNING CONSTRUCTION.

100% PLANS

GRAPHIC SCALE
20 0 10 20 40
( IN FEET )
1 inch = 20ft.

NORTH CAROLINA PROFESSIONAL SEAL 44249 ENGINEER TIMOTHY J. LOWE

100% DESIGN

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NCBELS FIRM LICENSE NO. C-2522

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DATE: 6/12/19
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SCALE: AS NOTED

REVISIONS

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PROJECT: U-5527C
MULTI-USE PATH
SR 1403
MIDDLE SOUND LOOP RD
WILMINGTON, NC

TITLE: EROSION & SEDIMENT CONTROL PLAN PHASE 2

SHEET NO.
C-9.4

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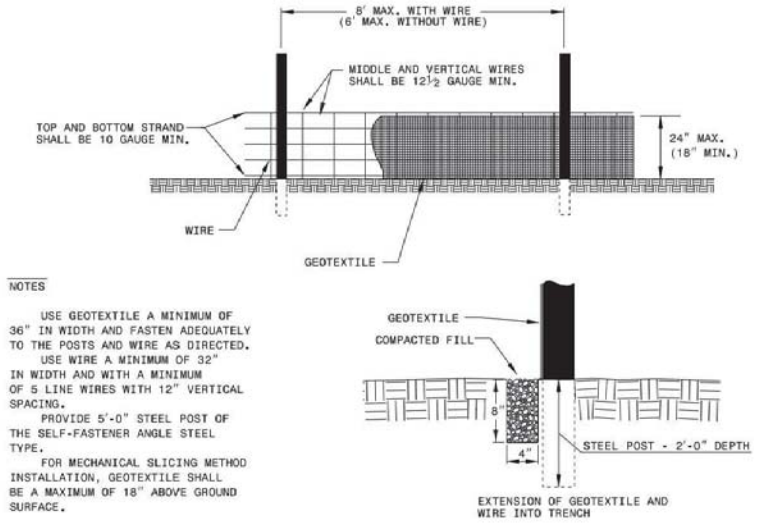



NOTES

USE GEOTEXTILE A MINIMUM OF 36" IN WIDTH AND FASTEN ADEQUATELY TO THE POSTS AND WIRE AS DIRECTED.

USE WIRE A MINIMUM OF 32" IN WIDTH AND WITH A MINIMUM OF 5 LINE WIRES WITH 12" VERTICAL SPACING.

PROVIDE 5'-0" STEEL POST OF THE SELF-FASTENER ANGLE STEEL TYPE.

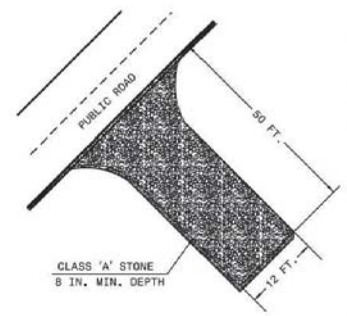
FOR MECHANICAL SLICING METHOD INSTALLATION, GEOTEXTILE SHALL BE A MAXIMUM OF 18" ABOVE GROUND SURFACE.

STATE OF NORTH CAROLINA
DEPT. OF TRANSPORTATION
DIVISION OF HIGHWAYS
RALEIGH, N.C.

1:10

ROADWAY STANDARD DRAWING FOR
**TEMPORARY SILT FENCE**

SHEET 1 OF 1
**1605.01**




NOTES

1. PROVIDE TURNING RADIUS SUFFICIENT TO ACCOMMODATE LARGE TRUCKS.
2. LOCATE ENTRANCES TO PROVIDE FOR UTILIZATION BY ALL CONSTRUCTION VEHICLES.
3. MUST BE MAINTAINED IN A CONDITION WHICH WILL PREVENT TRACKING OR DIRECT FLOW OF MUD ONTO STREETS. PERIODIC TOPDRESSING WITH STONE WILL BE NECESSARY.
4. ANY MATERIAL TRACKED ONTO THE ROADWAY MUST BE CLEANED UP IMMEDIATELY.
5. LOCATE GRAVEL CONSTRUCTION ENTRANCE AT ALL POINTS OF INGRESS AND EGRESS UNTIL SITE IS STABILIZED. PROVIDE FREQUENT CHECKS OF THE DEVICE AND TIMELY MAINTENANCE.
6. NUMBER AND LOCATION OF CONSTRUCTION ENTRANCES TO BE DETERMINED BY THE ENGINEER.
7. USE CLASS 'A' STONE OR OTHER COARSE AGGREGATE APPROVED BY THE ENGINEER.
8. INSTALL CONSTRUCTION ENTRANCES IN A WAY TO PREVENT VEHICLES FROM BYPASSING CONSTRUCTION ENTRANCE LEAVING PROJECT SITE.

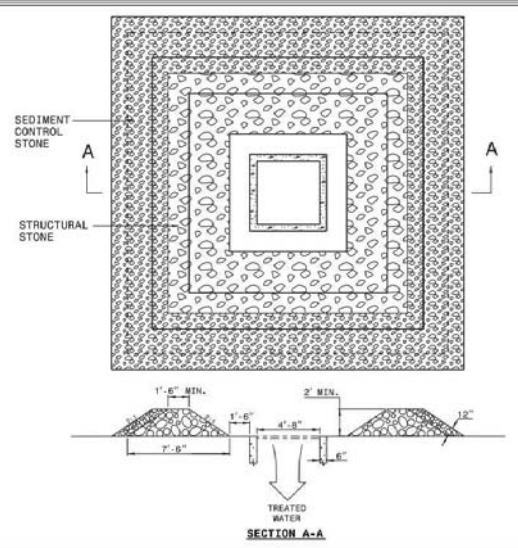
NOTE: PLACE GEOTEXTILE FOR DRAINAGE BENEATH STONE

STATE OF NORTH CAROLINA
DEPT. OF TRANSPORTATION
DIVISION OF HIGHWAYS
RALEIGH, N.C.

1:10

ROADWAY STANDARD DRAWING FOR
**GRAVEL CONSTRUCTION ENTRANCE**

SHEET 1 OF 1
**1607.01**




NOTES

CLEAN SEDIMENT WHEN ½ FULL AND AS DIRECTED.

USE NO. 5 OR NO. 57 STONE FOR SEDIMENT CONTROL STONE.

USE CLASS B STONE FOR STRUCTURAL STONE.

CONSTRUCT TOP OF BERM A MINIMUM OF ONE FOOT BELOW THE SHOULDER OR ANY DIVERSION POINT.

STATE OF NORTH CAROLINA
DEPT. OF TRANSPORTATION
DIVISION OF HIGHWAYS
RALEIGH, N.C.

1:10

ROADWAY STANDARD DRAWING FOR
**ROCK INLET SEDIMENT TRAP TYPE A**

SHEET 1 OF 1
**1632.01**

100% PLANS

NORTH CAROLINA PROFESSIONAL SEAL 44249 ENGINEER TIMOTHY J. LONE

100% DESIGN

DAVENPORT
HOME OFFICE
119 BROOKSTOWN AVENUE, SUITE PH1
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336.744.1636 www.davenportworld.com
NCBELS FIRM LICENSE NO. C-2522

PROJECT: 160251
DATE: 6/12/19
DESIGNED BY: PSW
DRAWN BY: DDL
CHECKED BY: TJL
SCALE: AS NOTED

REVISIONS

| NO. | DATE | DESCRIPTION |
|---|---|---|
| | | |

CLIENT:
NEW HANOVER COUNTY
230 GOVERNMENT CTR. DR.
SUITE 110
WILMINGTON, NC 28403
KVAFIER@NCHGOV.COM

PROJECT:
U-5527C
MULTI-USE PATH
SR 1403
MIDDLE SOUND LOOP RD
WILMINGTON, NC

TITLE:
EROSION & SEDIMENT CONTROL PLAN DETAILS

SHEET NO.
C-9.5

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**STABILIZATION REQUIREMENTS:**
(3-11-2016)

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

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

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

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

**TEMPORARY SEEDING:**

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

**FERTILIZER TOPDRESSING:**

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

Fertilizer used for topdressing on slopes 2:1 and steeper and waste and borrow areas shall be 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.

*Practice Standards and Specifications*

6.41

## OUTLET STABILIZATION STRUCTURE

**Definition** A structure designed to control erosion at the outlet of a channel or conduit.

**Purpose** To prevent erosion at the outlet of a channel or conduit by reducing the velocity of flow and dissipating energy.

**Conditions Where Practice Applies** This practice applies where the discharge velocity of a pipe, box culvert, diversion, open channel, or other water conveyance structure exceeds the permissible velocity of the receiving channel or disposal area.

**Planning Considerations** The outlets of channels, conduits, and other structures are points of high erosion potential because they frequently carry flows at velocities that exceed the allowable limit for the area downstream. To prevent scour and undermining, an outlet stabilization structure is needed to absorb the impact of the flow and reduce the velocity to non-erosive levels. A riprap-lined apron is the most commonly used practice for this purpose because of its relatively low cost and ease of installation. The riprap apron should be extended downstream until stable conditions are reached even though this may exceed the length calculated for design velocity control.

Riprap-stilling basins or plunge pools reduce flow velocity rapidly. They should be considered in lieu of aprons where pipe outlets are cantilevered or where high flows would require excessive apron length (Figure 6.41a). Consider other energy dissipaters such as concrete impact basins or paved outlet structures where site conditions warrant.

Alternative methods of energy dissipation can be found in Hydraulic Design of Energy Dissipaters for Culverts and Channels, Hydraulic Engineering Circular No. 14, U.S. Department of Transportation, Federal Highway Administration.

The installation of a culvert in a stream is subject to the conditions of a U.S. Army Corps of Engineers 404 Permit and a N.C. Division of Water Quality 401 Certification. These permit conditions may not allow the use of a riprap apron, and may require that the bottom of the culvert be buried below the natural stream bed elevation. A pre-formed scour pool or plunge pool should be considered in these situations. Plunge pool designs in streams should not use a cantilevered outlet because it would pose a barrier to migration of aquatic life through the culvert. Reducing the outlet velocity may require a combination of techniques, including a culvert with a flat bottom, a downstream cross vane to create tail-water at the pipe outlet, and/or a preformed scour pool.

**Design Criteria** **Capacity**—10-year, peak runoff or the design discharge of the water conveyance structure, whichever is greater.

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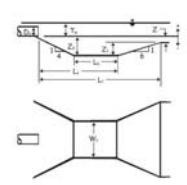
**Tail-water depth**—Determine the tail-water depth immediately below the culvert or pipe outlet based on the design discharge. The ratio of tail-water depth to pipe diameter must be determined in order to select the appropriate riprap apron or plunge pool design method.

**Plunge Pools**—Two plunge pool methods are presented in Appendix 8.06, the USDA Plunge Pool Design at Submerged Pipe Spillway Outlets, and the USDA Riprap Lined Plunge Pool for Cantilevered Outlet. Software from the Federal Highway Administration can be downloaded at http://www.fhwa.dot.gov/engineering/hydraulics/software.cfm. Excel spreadsheets for the USDA methods are available through the Land Quality web-site at http://www.dlr.enr.state.nc.us/pages/links.htm.

Figure 6.41a Typical plunge pool design showing variable dimensions.




**Riprap Aprons size**—The apron length and width can be determined according to the tail-water condition. If the water conveyance structure discharges directly into a well-defined channel, extend the apron across the channel bottom and up the channel banks to an elevation of 0.5 foot above the maximum tail-water depth or to the top of the bank, whichever is less (Figure 6.41c).

Determine the maximum allowable velocity for the receiving stream, and design the riprap apron to reduce flow to this velocity before flow leaves the apron. Calculate the apron length for velocity control or use the length required to meet stable conditions downstream, whichever is greater.

**Grade**—Ensure that the apron has zero grade. There should be no overfall at the end of the apron; that is, the elevation of the top of the riprap at the downstream end should be the same as the elevation of the bottom of the receiving channel or the adjacent ground if there is no channel.

**Alignment**—The apron should be straight throughout its entire length, but if a curve is necessary to align the apron with the receiving stream, locate the curve in the upstream section of riprap.

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*Practice Standards and Specifications*

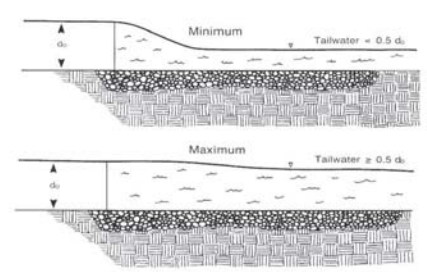


Figure 6.41b Stage showing maximum and minimum tailwater condition.

**Materials**—Ensure that riprap consists of a well-graded mixture of stone. Larger stone should predominate, with sufficient smaller sizes to fill the voids between the stones. The diameter of the largest stone size should be no greater than 1.5 times the $d_{50}$ size.

**Thickness**—Make the minimum thickness of riprap 1.5 times the maximum stone diameter.

**Stone quality**—Select stone for riprap from field stone or quarry stone. The stone should be hard, angular, and highly weather-resistant. The specific gravity of the individual stones should be at least 2.5.

**Filter**—Install a filter to prevent soil movement through the openings in the riprap. The filter should consist of a graded gravel layer or a synthetic filter cloth. Design filter blankets by the method described in Practice 6.15, *Riprap*.

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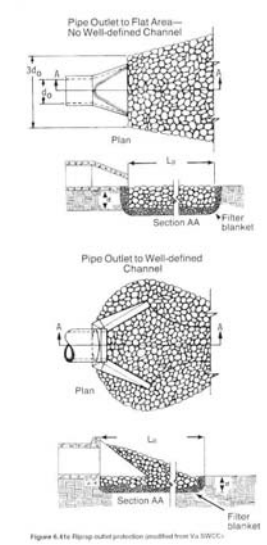


Figure 6.41c Riprap outlet protection (modified from Va SWCC).

Notes
1. $L_r$ is apron.
2. d = 1.1 stone than
3. In a we tend th banks above depth o which
4. A filter should the ripr

6.41.4

*Practice Standards and Specifications*

**Construction Specifications**

1. Ensure that the subgrade for the filter and riprap follows the required lines and grades shown in the plan. Compact any fill required in the subgrade to the density of the surrounding undisturbed material. Low areas in the subgrade on undisturbed soil may also be filled by increasing the riprap thickness.
2. The riprap and gravel filter must conform to the specified grading limits shown on the plans.
3. Filter cloth, when used, must meet design requirements and be properly protected from punching or tearing during installation. Repair any damage by removing the riprap and placing another piece of filter cloth over the damaged area. All connecting joints should overlap so the top layer is above the downstream layer a minimum of 1 foot. If the damage is extensive, replace the entire filter cloth.
4. Riprap may be placed by equipment, but take care to avoid damaging the filter.
5. The minimum thickness of the riprap should be 1.5 times the maximum stone diameter.
6. Riprap may be field stone or rough quarry stone. It should be hard, angular, highly weather-resistant and well graded.
7. Construct the apron on zero grade with no overfill at the end. Make the top of the riprap at the downstream end level with the receiving area or slightly below it.
8. Ensure that the apron is properly aligned with the receiving stream and preferably straight throughout its length. If a curve is needed to fit site conditions, place it in the upper section of the apron.
9. Immediately after construction, stabilize all disturbed areas with vegetation (Practices 6.10, *Temporary Seeding*, and 6.11, *Permanent Seeding*).

**Maintenance** Inspect riprap outlet structures weekly and after significant (1/2 inch or greater) rainfall events to see if any erosion around or below the riprap has taken place, or if stones have been dislodged. Immediately make all needed repairs to prevent further damage.

**References**

*Surface Stabilization*
6.10, Temporary Seeding
6.11, Permanent Seeding
6.15, Riprap

*Appendix*
8.06, Design of Riprap Outlet Protection

Rice, C.E., Kadavy, K.C. "Riprap Design for Pipe Spillways at $-1 < TW/D < 0$ ?" Presented at the December 13, 1994 International Winter Meeting, American Society of Agricultural Engineers, Paper Number 942541.

Rice, C.E. and K.C. Kadavy. 1994. Plunge Pool Design at Submerged Pipe Spillway Outlets. Transactions of the ASAE 37(4):1167-1173.

FHWA. 1983. Hydraulic Design of Energy Dissipaters for Culverts and Channels. Hydraulic Engineering Circular Number 14.

Rev. 6/06 6.41.5

| *OUTLET PROTECTION DIMENSIONS |
|---|
| APRON LENGTH=10' |
| 3xDIAMETER OF OUTLET PIPE(12")=36" |
| WIDTH=13'(APRON LENGTH + 3Do) |
| 6" STONE AT 9" DEPTH |

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PROJECT: 160251
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DESIGNED BY: PSW
DRAWN BY: DDL
CHECKED BY: TJL
SCALE: AS NOTED

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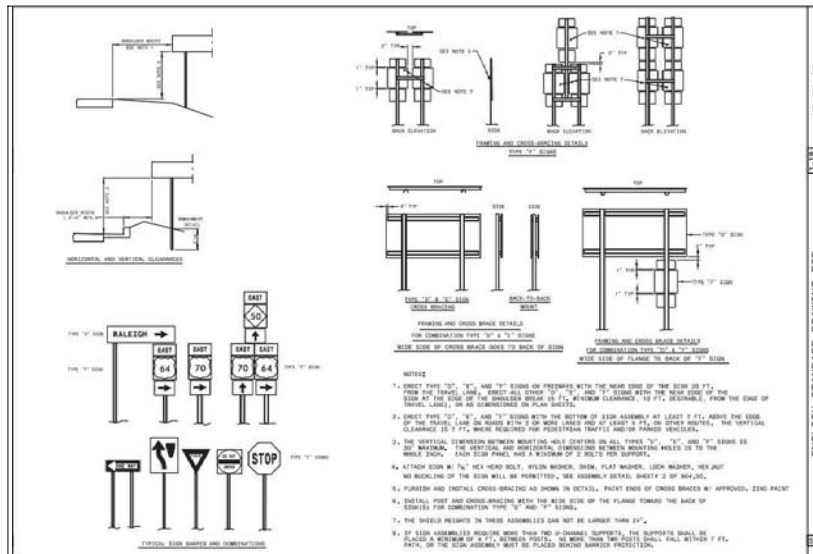


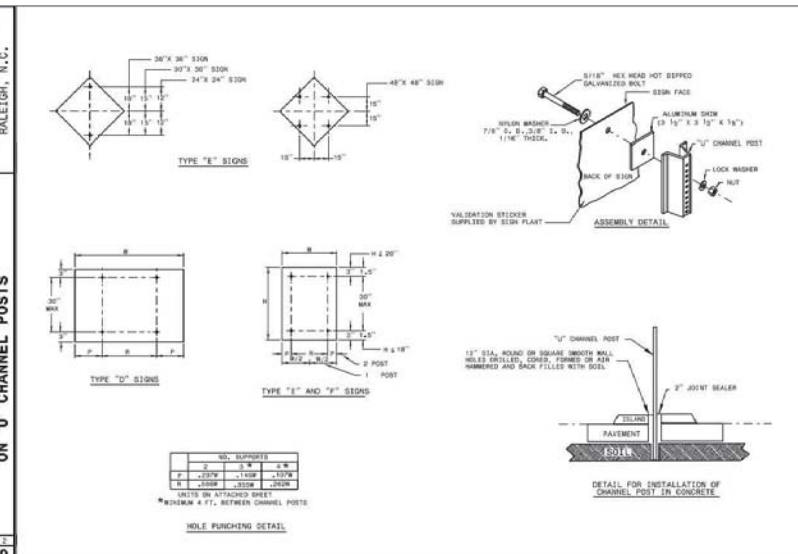


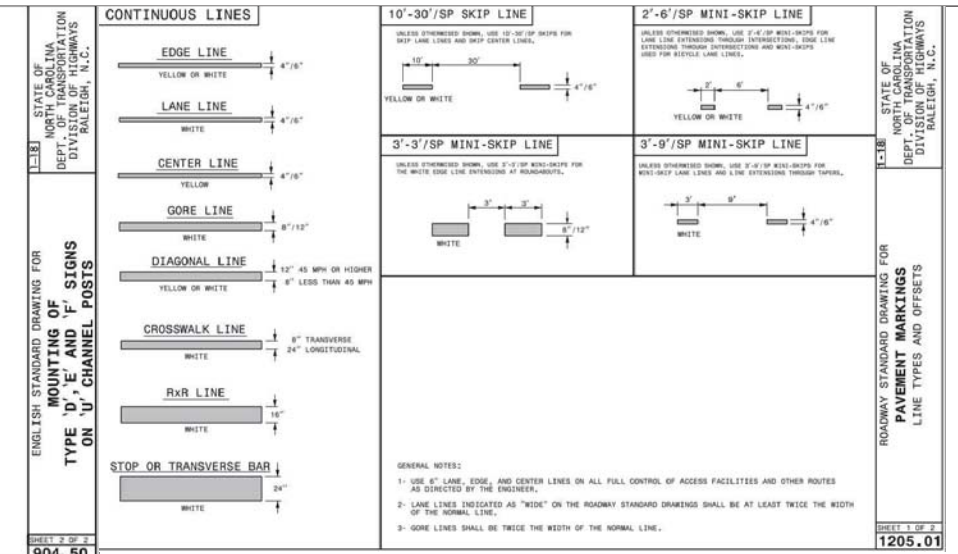


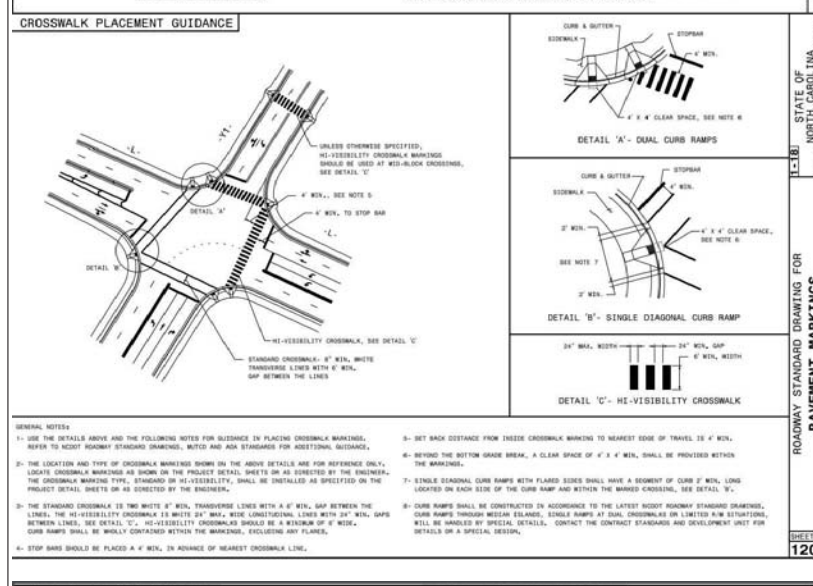


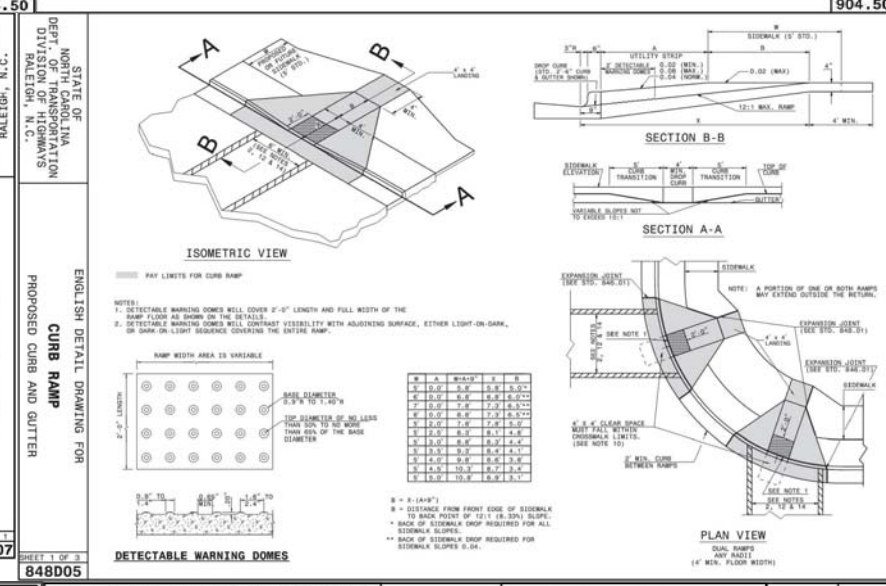


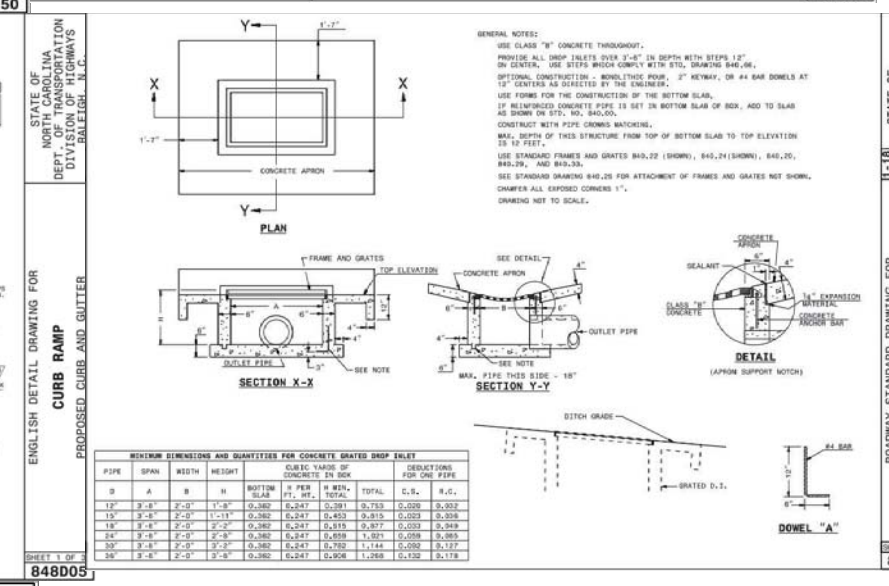


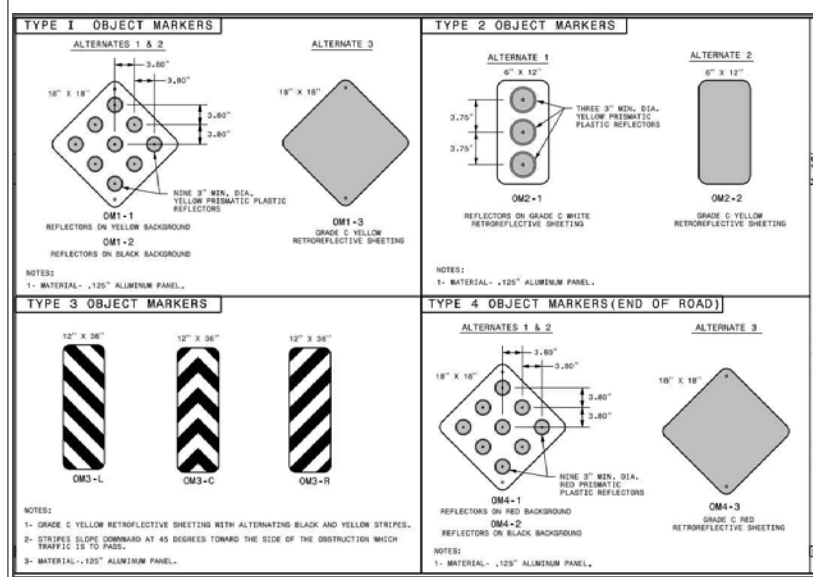


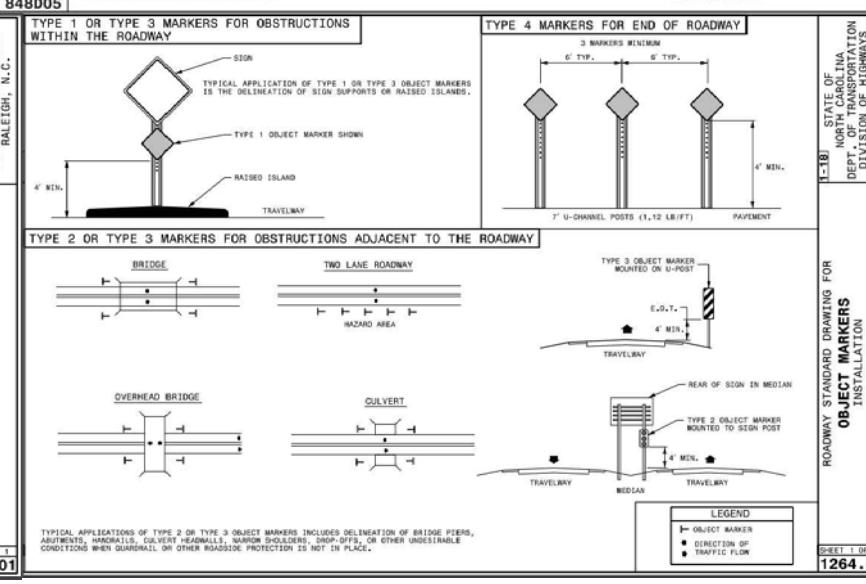

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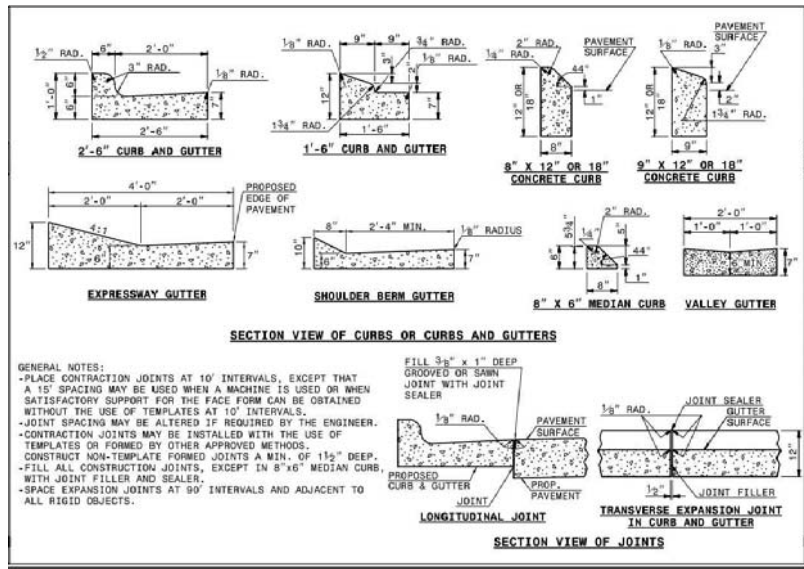


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1-18

ROADWAY STANDARD DRAWING FOR **CONCRETE CURB, GUTTER AND CURB & GUTTER**

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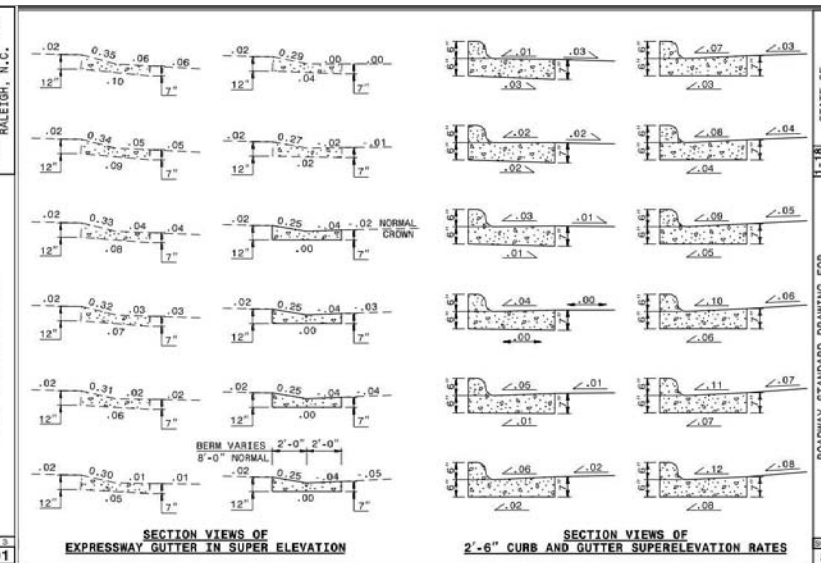


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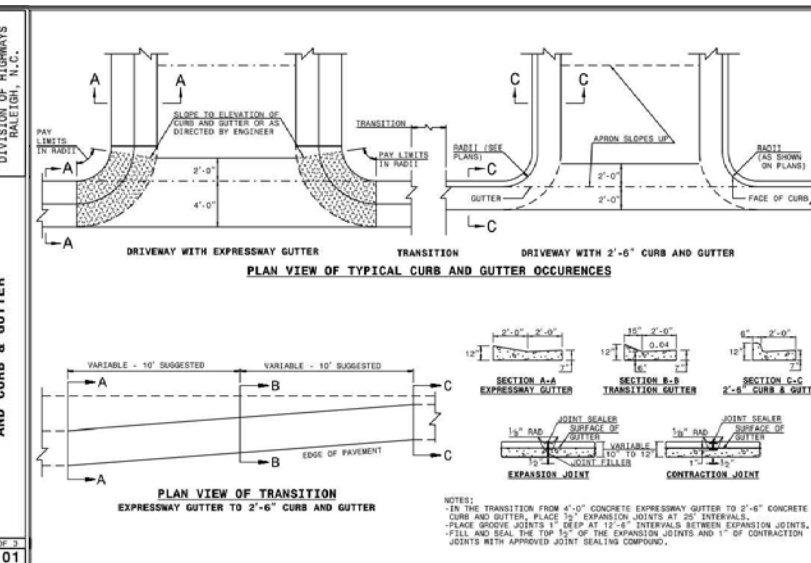


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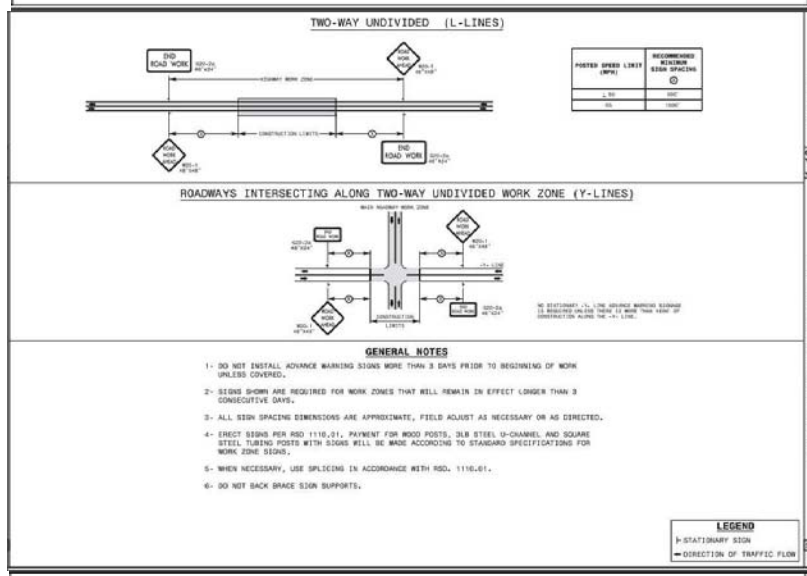


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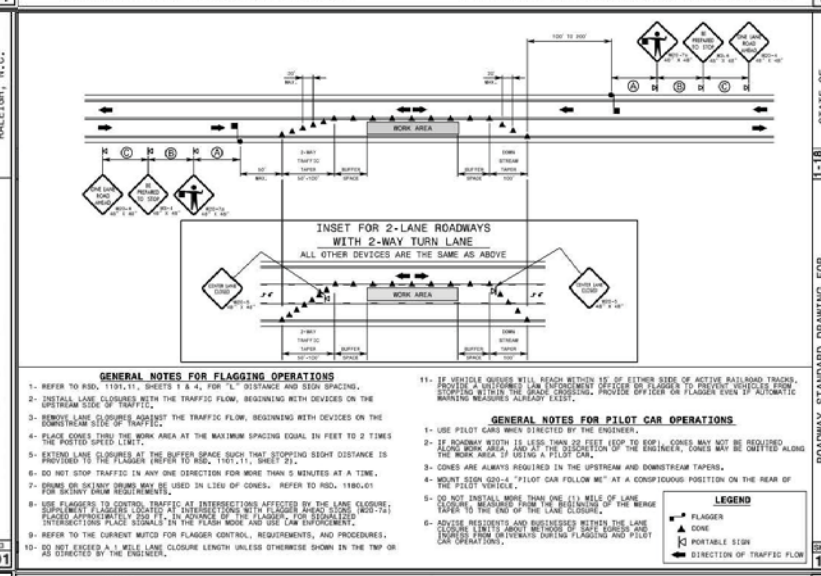


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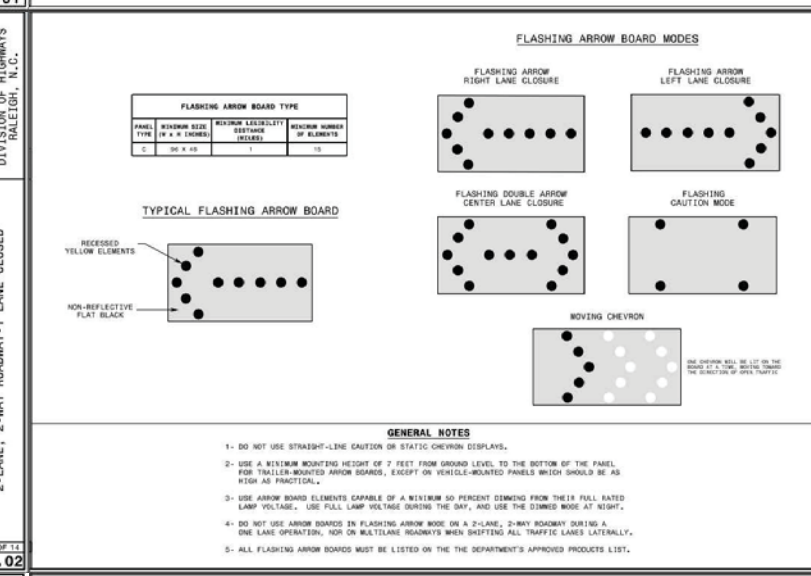


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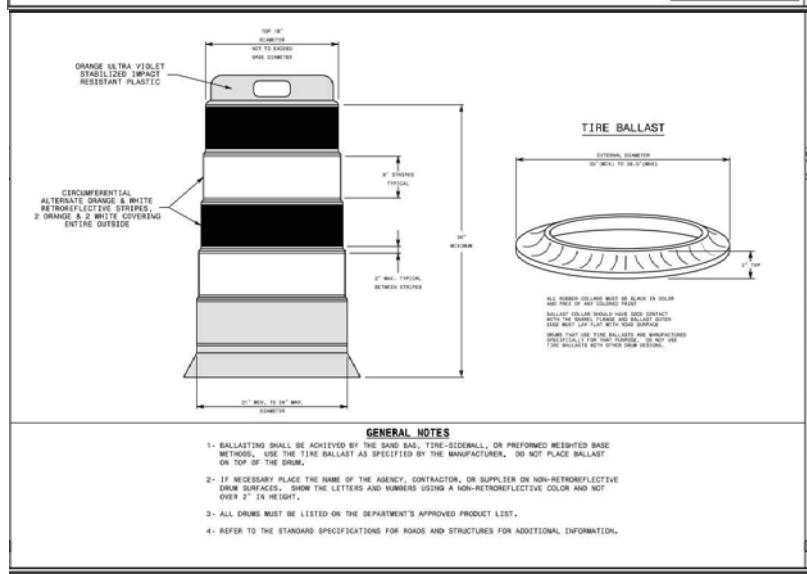


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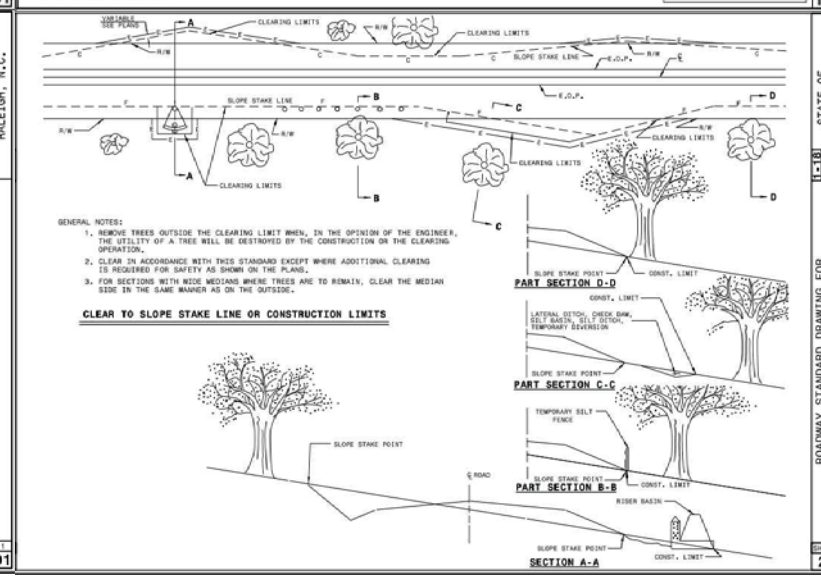


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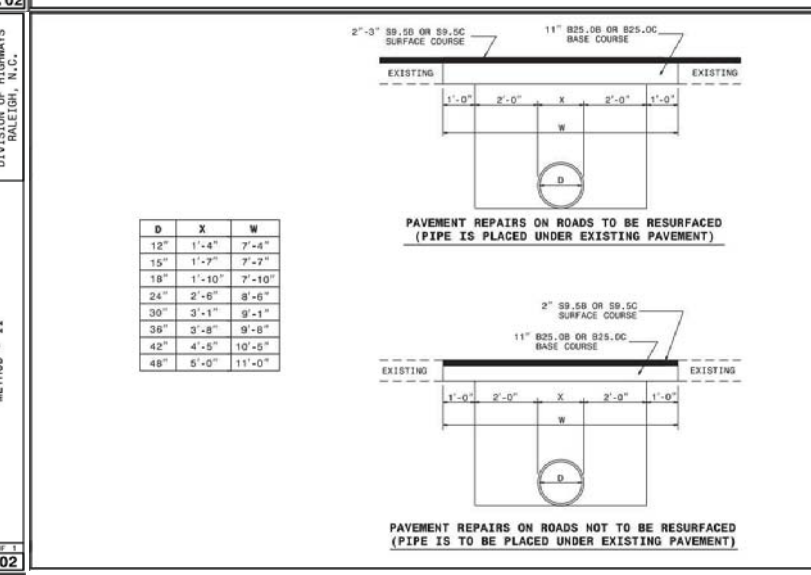


| D | X | W |
|---|---|---|
| 12" | 1'-4" | 7'-4" |
| 15" | 1'-7" | 7'-7" |
| 18" | 1'-10" | 7'-10" |
| 24" | 2'-6" | 8'-6" |
| 30" | 3'-1" | 9'-1" |
| 36" | 3'-8" | 9'-8" |
| 42" | 4'-5" | 10'-5" |
| 48" | 5'-0" | 11'-0" |

STATE OF NORTH CAROLINA DEPT. OF TRANSPORTATION DIVISION OF HIGHWAYS RALEIGH, N.C.

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SCALE: AS NOTED

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