STATE OF NORTH CAROLINA DEPARTMENT OF TRANSPORTATION HIGHWAY DIVISION 3

# **PROPOSAL**

DATE AND TIME OF BID OPENING: June 13, 2019 AT 2:00 PM

CONTRACT ID: DC00236

**WBS ELEMENT NO.: 34416.3.3** 

FEDERAL AID NO.: STATE FUNDED

COUNTY: SAMPSON

TIP NO.: R-2303B

MILES: 0.10 MILES

ROUTE NO.: NC-24 East Bound, Autry Hwy & SR-1414

TYPE OF WORK: Pipe & Drainage Box Installation, Grading, Shoulder Berm

Gutter & Guardrail

#### **NOTICE:**

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

THIS IS A ROADWAY PROJECT.

BID BONDS ARE NOT REQUIRED.

CAROLL

NAME OF BIDDER

ADDRESS OF BIDDER

# PROPOSAL FOR THE CONSTRUCTION OF CONTRACT No. DC00236 IN SAMPSON, NORTH CAROLINA

Date	20
DEPARTMENT OF TR	RANSPORTATION,
RALEIGH, NORT	TH CAROLINA

The Bidder has carefully examined the location of the proposed work to be known as Contract No. **DC00236**; has carefully examined the plans and specifications, which are acknowledged to be part of the proposal, the special provisions, the proposal, the form of contract, and the forms of contract payment bond and contract performance bond; and thoroughly understands the stipulations, requirements and provisions. The undersigned bidder agrees to bound upon his execution of the bid and subsequent award to him by the Department of Transportation in accordance with this proposal to provide the necessary contract payment bond and contract performance bond within fourteen days after the written notice of award is received by him. The undersigned Bidder further agrees to provide all necessary machinery, tools, labor, and other means of construction; and to do all the work and to furnish all materials, except as otherwise noted, necessary to perform and complete the said contract in accordance with *the 2018 Standard Specifications for Roads and Structures* by the dates(s) specified in the Project Special Provisions and in accordance with the requirements of the Engineer, and at the unit or lump sum prices, as the case may be, for the various items given on the sheets contained herein.

The Bidder shall provide and furnish all the materials, machinery, implements, appliances and tools, and perform the work and required labor to construct and complete State Highway Contract No. **DC00236** in <u>SAMPSON</u>, for the unit or lump sum prices, as the case may be, bid by the Bidder in his bid and according to the proposal, plans, and specifications prepared by said Department, which proposal, plans, and specifications show the details covering this project, and hereby become a part of this contract.

The published volume entitled *North Carolina Department of Transportation, Raleigh, Standard Specifications for Roads and Structures, January 2018* with all amendments and supplements thereto, is by reference incorporated into and made a part of this contract; that, except as herein modified, all the construction and work included in this contract is to be done in accordance with the specifications contained in said volume, and amendments and supplements thereto, under the direction of the Engineer.

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

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

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

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

For preparing and submitting the bid electronically, refer to Article 102-8(B) of the 2018 Standard Specifications.

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

## **ELECTRONIC ON-LINE BID:**

- 1. Download entire proposal from Connect NCDOT website. Download the electronic submittal file from the approved electronic bidding provider website.
- 2. Prepare and submit the electronic submittal file using the approved electronic bidding provider software.
- 3. Electronic bidding software necessary for electronic bid preparation may be downloaded from the Connect NCDOT website at: <a href="https://connect.ncdot.gov/letting/Pages/EBS-Information.aspx">https://connect.ncdot.gov/letting/Pages/EBS-Information.aspx</a> or from the approved electronic bidding provider website.

#### **PROJECT SPECIAL PROVISIONS**

## **GENERAL**

This contract is for Contract ID DC00236 for grading, drainage, and erosion control type of work in Sampson County.

All work and materials shall be in accordance with the provisions of the General Guidelines of this contract, the Project Special Provisions, the current edition of the North Carolina Department of Transportation *Standard Specifications for Roads and Structures*, the current edition of the North Carolina Department of Transportation *Roadway Standards Drawings*, and the current edition of the *Manual of Uniform Traffic Control Devices* (MUTCD).

Wherever reference is given to codes, or standard specifications, or other data published by regulating agencies or accepted organizations, including but not limited to N.C. State Building Codes, Federal Specifications, ASTM Specifications, N.C. Department of Transportation 'Standard Specifications for Roads and Structures', and the like, it shall be understood that such reference is to the latest edition including addenda published prior to the date of the contract documents.

The Contractor shall keep himself fully informed of all Federal, State and local laws, ordinances, and regulations, and shall comply with the provisions of Section 107 of the *Standard Specifications*.

## **BOND REQUIREMENTS:**

(06-01-16) 102-8, 102-10 SPD 01-420A

Contract Payment and Performance Bonds are required in accordance with Article 103-7 of the 2018 Standard Specifications for Roads and Structures.

#### **CONTRACT TIME AND LIQUIDATED DAMAGES:**

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

The date of availability for this contract is **July 15, 2019**.

The completion date for this contract is October 4, 2019.

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

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

# INTERMEDIATE CONTRACT TIME NUMBER 1 AND LIQUIDATED DAMAGES:

(2-20-07) 108 SP1 G14 B

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

#### HOLIDAY AND HOLIDAY WEEKEND LANE CLOSURE RESTRICTIONS

- 1. For **unexpected occurrence** that creates unusually high traffic volumes, as directed by the Engineer.
- 2. For **New Year's Day**, between the hours of **6:00 AM** December 31st and **7:00 PM** January 2nd. If New Year's Day is on a Friday, Saturday, Sunday or Monday, then until **7:00 PM** the following Tuesday.
- 3. For **Easter**, between the hours of **6:00 AM** Thursday and **7:00 PM** Monday.
- 4. For **Memorial Day**, between the hours of **6:00 AM** Friday and **7:00 PM** Tuesday.
- 5. For **Independence Day**, between the hours of **6:00 PM** the day before Independence Day and **7:00 PM** the day after Independence Day.
  - If **Independence Day** is on a Friday, Saturday, Sunday or Monday, then between the hours of **6:00 AM** the Thursday before Independence Day and **7:00 PM** the Tuesday after Independence Day.
- 6. For **Labor Day**, between the hours of **6:00 PM** Friday and 7:00 AM Tuesday.
- 7. For **Thanksgiving Day**, between the hours of **6:00 AM** Tuesday and **7:00 PM** Monday.
- 8. For **Christmas**, between the hours of 6:00 AM the Friday before the week of Christmas Day and **7:00 PM** the following Tuesday after the week of Christmas Day.

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

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

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

The liquidated damages are Two Hundred (\$ 200.00) per hour.

# **NO MAJOR CONTRACT ITEMS:**

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

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

## **SPECIALTY ITEMS:**

(7-1-95)(Rev. 1-17-12) 108-6 SP1 G37

Items listed below will be the specialty items for this contract (see Article 108-6 of the 2018 Standard Specifications).

# Line Item Description

18	STEEL BM GUARDRAIL
19	GUARDRAIL END UNITS, TYPE TL-3
20	REMOVE & RESET EXISTING GUARDRAIL (GENERIC)
21	REMOVE & RESET EXISTING END UNIT

## **FUEL PRICE ADJUSTMENT:**

(11-15-05) (Rev. 2-18-14) 109-8 SPI G43

Revise the 2018 Standard Specifications as follows:

# Page 1-87, Article 109-8, Fuel Price Adjustments, add the following:

The base index price for DIESEL #2 FUEL is **\$2.1851** per gallon. Where any of the following are included as pay items in the contract, they will be eligible for fuel price adjustment.

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

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

# **SCHEDULE OF ESTIMATED COMPLETION PROGRESS:**

(7-15-08) (Rev. 6-19-18) 108-2 SPI G58

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

	<u>Fiscal Year</u>	<u>Progress (% of Dollar Value)</u>
2019	(7/01/18 - 6/30/19)	0 % of Total Amount Bid
2020	(7/01/19 - 6/30/20)	100 % of Total Amount Bid
2021	(7/01/20 - 6/30/21)	0 % of Total Amount Bid
2022	(7/01/21 - 6/30/22)	0 % of Total Amount Bid
2023	(7/-1/22 - 6/30/23)	0 % of Total Amount Bid

The Contractor shall also furnish his own progress schedule in accordance with Article 108-2 of the 2018 Standard Specifications. Any acceleration of the progress as shown by the Contractor's progress schedule over the progress as shown above shall be subject to the approval of the Engineer.

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

(10-16-07)(Rev. 2-19-19) 102-15(J) SPI G67

#### **Description**

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

#### **Definitions**

Additional MBE/WBE Subcontractors - Any MBE/WBE submitted at the time of bid that will <u>not</u> be used to meet the Combined MBE/WBE goal. No submittal of a Letter of Intent is required.

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

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

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

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

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

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

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

Regular Dealer - A firm that owns, 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) MBE/WBE firm.

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

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

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

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

#### Forms and Websites Referenced in this Provision

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

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

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

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

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

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

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

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

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

http://connect.ncdot.gov/municipalities/Bid%20 Proposals%20 for %20 LGA%20 Content/09%20 MBEWBE%20 Subcontractors%20 (State). docx

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

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

#### **Combined MBE/WBE Goal**

The Combined MBE/WBE Goal for this project is 8 %

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

- (A) Minority Business Enterprises 2 %
  - (1) If the anticipated MBE participation is more than zero, the Contractor shall exercise all necessary and reasonable steps to ensure that MBEs participate in at least the percent of the contract as set forth above.
  - (2) If the anticipated MBE participation is zero, the Contractor shall make an effort to recruit and use MBEs during the performance of the contract. Any MBE participation obtained shall be reported to the Department.
- (B) Women Business Enterprises 6 %
  - (1) If the anticipated WBE participation is more than zero, the Contractor shall exercise all necessary and reasonable steps to ensure that WBEs participate in at least the percent of the contract as set forth above.
  - (2) If the anticipated WBE participation is zero, the Contractor shall make an effort to recruit and use WBEs during the performance of the contract. Any WBE participation obtained shall be reported to the Department.

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

# **Directory of Transportation Firms (Directory)**

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

https://www.ebs.nc.gov/VendorDirectory/default.html

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

#### **Listing of MBE/WBE Subcontractors**

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

## (A) Electronic Bids

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

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

#### (B) Paper Bids

- (1) If the Combined MBE/WBE goal is more than zero,
  - (a) Bidders, at the time the bid proposal is submitted, shall submit a listing of MBE/WBE participation, including the names and addresses on *Listing of MBE*

and WBE Subcontractors contained elsewhere in the contract documents in order for the bid to be considered responsive. Bidders shall indicate the total dollar value of the MBE and WBE participation for the contract.

- (b) If bidders have no MBE or WBE participation, they shall indicate this on the *Listing of MBE and WBE Subcontractors* by entering the word "None" or the number "0." This form shall be completed in its entirety. **Blank forms will not be deemed to represent zero participation.** Bids submitted that do not have MBE and WBE participation indicated on the appropriate form will not be read publicly during the opening of bids. The Department will not consider these bids for award and the proposal will be rejected.
- (c) The bidder shall be responsible for ensuring that the MBE/WBE is certified at the time of bid by checking the Directory of Transportation Firms. If the firm is not certified at the time of the bid-letting, that MBE's or WBE's participation will not count towards achieving the Combined MBE/WBE goal.
- (2) If the Combined MBE/WBE Goal is zero, entries on the Listing of MBE and WBE Subcontractors are not required for the zero goal, however any MBE or WBE participation that is achieved during the project shall be reported in accordance with requirements contained elsewhere in the special provision.

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

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

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

### Written Documentation - Letter of Intent

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

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

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

2:00 p.m. of the eighth calendar day following opening of bids, unless the eighth day falls on Saturday, Sunday or an official state holiday. In that situation, it is due in the office of the Engineer no later than 10:00 a.m. on the next official state business day.

## **Banking MBE/WBE Credit**

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

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

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

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

One complete set and 5 copies of this information shall be received in the office of the Engineer no later than 2:00 p.m. of the fifth calendar day following opening of bids, unless the fifth day falls on Saturday, Sunday or an official state holiday. In that situation, it is due in the office of the Engineer no later than 10:00 a.m. on the next official state business day.

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

# Consideration of Good Faith Effort for Projects with a Combined MBE/WBE Goal More Than Zero

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

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

(A) Soliciting through all reasonable and available means (e.g. attendance at pre-bid meetings, advertising, written notices, use of verifiable electronic means through the use of the NCDOT Directory of Transportation Firms) the interest of all certified MBEs/WBEs that are also prequalified subcontractors. The bidder must solicit this interest within at least 10 days prior to bid opening to allow the MBEs/WBEs to respond to the solicitation. Solicitation shall provide the opportunity to MBEs/WBEs within the Division and surrounding Divisions where the project is

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

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

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

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

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

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

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

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

## Counting MBE/WBE Participation Toward Meeting the Combined MBE/WBE Goal

## (A) Participation

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

#### (B) Joint Checks

Prior notification of joint check use shall be required when counting MBE/WBE participation for services or purchases that involves the use of a joint check. Notification shall be through

submission of Form JC-1 (*Joint Check Notification Form*) and the use of joint checks shall be in accordance with the Department's Joint Check Procedures.

# (C) Subcontracts (Non-Trucking)

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

#### (D) Joint Venture

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

# (E) Suppliers

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

## (F) Manufacturers and Regular Dealers

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

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

#### **Commercially Useful Function**

#### (A) MBE/WBE Utilization

The Contractor may count toward its contract goal requirement only expenditures to MBEs and WBEs that perform a commercially useful function in the work of a contract. A MBE/WBE performs a commercially useful function when it is responsible for execution of the work of the contract and is carrying out its responsibilities by actually performing, managing, and supervising the work involved. To perform a commercially useful function, the MBE/WBE shall also be responsible with respect to materials and supplies used on the contract, for negotiating price, determining quality and quantity, ordering the material and installing (where applicable) and paying for the material itself. To determine whether a MBE/WBE is performing a commercially useful function, the Department will evaluate the amount of work subcontracted, industry practices, whether the amount the firm is to be paid under the contract is commensurate with the work it is actually performing and the MBE/WBE credit claimed for its performance of the work, and any other relevant factors. If it is determined that a MBE or WBE is not performing a Commercially Useful Function, the contractor may present evidence to rebut this presumption to the Department.

## (B) MBE/WBE Utilization in Trucking

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

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

MBE/WBE subcontractor not to exceed the value of transportation services provided by MBE/WBE-owned trucks on the contract. Additional participation by non-MBE/WBE subcontractors receives credit only for the fee or commission it receives as a result of the subcontract arrangement. The value of services performed under subcontract agreements between the MBE/WBE and the Contractor will not count towards the MBE/WBE contract requirement.

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

# MBE/WBE Replacement

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

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

A committed MBE/WBE subcontractor may only be terminated after receiving the Department'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 MBE/WBE subcontractor fails or refuses to execute a written contract;
- (b) The listed MBE/WBE subcontractor fails or refuses to perform the work of its subcontract in a way consistent with normal industry standards. Provided, however, that good cause does not exist if the failure or refusal of the MBE/WBE subcontractor to perform its work on the subcontract results from the bad faith or discriminatory action of the prime contractor;
- (c) The listed MBE/WBE subcontractor fails or refuses to meet the prime contractor's reasonable, nondiscriminatory bond requirements;
- (d) The listed MBE/WBE subcontractor becomes bankrupt, insolvent, or exhibits credit unworthiness;

(e) The listed MBE/WBE subcontractor is ineligible to work on public works projects because of suspension and debarment proceedings pursuant to 2 CFR Parts 180, 215 and 1,200 or applicable state law;

- (f) The listed MBE/WBE subcontractor is not a responsible contractor;
- (g) The listed MBE/WBE voluntarily withdraws from the project and provides written notice of withdrawal;
- (h) The listed MBE/WBE is ineligible to receive MBE/WBE credit for the type of work required;
- (i) A MBE/WBE owner dies or becomes disabled with the result that the listed MBE/WBE contractor is unable to complete its work on the contract;
- (j) Other documented good cause that compels the termination of the MBE/WBE subcontractor. Provided, that good cause does not exist if the prime contractor seeks to terminate a MBE/WBE it relied upon to obtain the contract so that the prime contractor can self-perform the work for which the MBE/WBE contractor was engaged or so that the prime contractor can substitute another MBE/WBE or non-MBE/WBE contractor after contract award.

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

## (A) Performance Related Replacement

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

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

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

## (B) Decertification Replacement

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

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

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

## Changes in the Work

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

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

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

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

#### **Reports and Documentation**

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

When using transportation services to meet the contract commitment, the Contractor shall submit a proposed trucking plan in addition to the SAF. The plan shall be submitted prior to beginning construction on the project. The plan shall include the names of all trucking firms proposed for use, their certification

type(s), the number of trucks owned by the firm, as well as the individual truck identification numbers, and the line item(s) being performed.

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

# Reporting Minority and Women Business Enterprise Participation

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

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

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

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

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

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

At any time, the Engineer can request written verification of subcontractor payments. The Contractor shall report the accounting of payments through the Department's DBE Payment Tracking System.

#### **Failure to Meet Contract Requirements**

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

## **SUBSURFACE INFORMATION:**

(7-1-95) 450 SPI G112 A

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

## **UTILITY COORDINATION AND LOCATION:**

It shall be the responsibility of the Contractor to contact all utility owners and make investigations for determining the exact location, size and type of material of existing utility facilities at each site.

All reasonable efforts to prevent utility relocations shall be made by the Contractor through coordination with utility owners prior to beginning construction of proposed drainage system and to avoid damage to existing facilities during construction.

The Contractor shall notify the Resident Engineer prior to any required utility relocation.

All coordination by the Contractor with utility owners for investigations, conflict avoidance and relocations, shall be considered incidental to the contract.

Special care shall be used in working around or near existing utilities, protecting them when necessary to provide uninterrupted service. Utility owners shall be contacted a minimum of 72 hours prior to the commencement of operations at each site. In an event that a utility service is interrupted, the Contractor shall notify the utility owner immediately and shall cooperate with the owner, or their representative, in the restoration of service in the shortest time possible.

#### **MAINTENANCE OF THE PROJECT:**

(11-20-07) (Rev. 1-17-12) 104-10 SPI G125

Revise the 2018 Standard Specifications as follows:

Page 1-39, Article 104-10 Maintenance of the Project, line 25, add the following after the first sentence of the first paragraph:

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

Page 1-39, Article 104-10 Maintenance of the Project, line 30, add the following as the last sentence of the first paragraph:

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

Page 1-39, Article 104-10 Maintenance of the Project, lines 42-44, replace the last sentence of the last paragraph with the following:

The Contractor will not be directly compensated for any maintenance operations necessary, except for maintenance of guardrail/guiderail, as this work will be considered incidental to the work covered by the

various contract items. The provisions of Article 104-7, Extra Work, and Article 104-8, Compensation and Record Keeping will apply to authorized maintenance of guardrail/guiderail. Performance of weekly inspections of guardrail/guiderail, and the damage reports required as described above, will be considered to be an incidental part of the work being paid for by the various contract items.

# **COOPERATION BETWEEN CONTRACTORS:**

(7-1-95) 105-7 SPI G133

The Contractor's attention is directed to Article 105-7 of the 2018 Standard Specifications.

[Other Project Location-See Insert]

The Contractor on this project shall cooperate with the Contractor working within or adjacent to the limits of this project to the extent that the work can be carried out to the best advantage of all concerned.

#### **OUTSOURCING OUTSIDE THE USA:**

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

SP1 G150

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

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

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

# 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 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: <a href="https://connect.ncdot.gov/resources/roadside/FieldOperationsDocuments/TurbidityReductionOptionSheet.pdf">https://connect.ncdot.gov/resources/roadside/FieldOperationsDocuments/TurbidityReductionOptionSheet.pdf</a> to plan, design, construct, and maintain BMPs to address water quality standards. Tier I Methods include stilling basins which are standard compensatory BMPs. Other Tier I methods are non-compensatory and shall be used when needed to meet the stream turbidity standards. Tier II Methods are also no compensatory and are options that may be needed for protection of rare or unique resources or where special environmental conditions exist at the site which have led to additional requirements being placed in the DWQ's 401 Certifications and approval letters, Isolated Wetland Permits, Riparian Buffer Authorization or a DOT Reclamation Plan's Environmental Assessment for the specific site. Should the Contractor exhaust all Tier I Methods on a site exclusive of rare or unique resources or special environmental conditions, Tier II Methods may be required by regulators on a case by case basis per supplemental agreement.

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

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

# **PROJECT SPECIAL PROVISIONS**

#### **ROADWAY**

#### NOTES TO THE CONTRACTOR:

- 1. Contractor shall remove all rock from shoulders where Shoulder Repair, Pipe and/or Drainage Box installation work is being done. Material removed will be property of the Contractor. Payment for this work will be incidental to Line Item 2, LS Grading.
- 2. Removal of existing shoulder berm gutter for Pipe and/or Drainage Box installation will be incidental to the contract line items.
- 3. Removal of Shoulder Material for the Asphalt Widening will be incidental to the Asphalt Line Items.
- 4. Contractor shall place sod on shoulder areas disturbed by operation and at box repair locations. Matting (type 2) will be placed in ditch line areas immediately after excavation.
- 5. Location 1 Plans: Contractor shall build/grade shoulder to accommodate extension of shoulder berm gutter, guardrail and proposed TL-3 end unit. Payment for this work (labor & equipment) will be included in Line Item 2, LS Grading; materials will be paid by Contract Line Items.

#### **BURNING RESTRICTIONS:**

(7-1-95) 200, 210, 215 SP2 R05

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

## WATER FILLED BARRIER:

(11-19-13

1170

Revise the 2018 Standard Specifications as follows:

Page 11-17, Article 1170-4 MEASUREMENT AND PAYMENT, lines 32-35, replace the fourth paragraph with the following:

Remove and Reset Water Filled Barrier will be measured and paid as the number of linear feet of barrier moved from one location on the project to another location on the project. Measurement will be made by counting the number of barrier units moved during any one move and multiplying by the length of a unit. Where barrier units are moved more than once, each move will be measured separately. Whenever the Engineer directs the Contractor to move barrier units from an installed location to a stock pile either on or off the project and then back to another installed location, the complete move from the first installed location to the next installed location will be measured as 2 moves.

**Page 11-17, Article 1170-4 MEASUREMENT AND PAYMENT, line 38,** replace "Reset Water Filled Barrier" with "Remove and Reset Water Filled Barrier".

# **LUMP SUM GRADING:**

(1-30-14) 226 SPD 02-300

# **Description**

Grade the project to the typical sections and details shown. Grading shall be comprehensive grading as defined in Section 226 of the 2018 Standard Specifications, and shall include clearing and grubbing; all excavation within the area of the Typical Sections, including borrow, unclassified, and undercut excavation; construction of embankments, subgrade, and shoulders; construction of all intersecting roads and drives; the construction of all ditches within the area of the right of way or easements; all drainage ditch excavation; all silt excavation; removal, resetting, and maintenance of all mailboxes; removal and disposal of existing pavement, cross-line and driveway pipe, concrete and asphalt driveways; the disposal of any other unsuitable material in a waste area provided by the contractor; the loading, hauling, placement, shaping, and compaction of any excavated earth material; backfilling with a suitable material of all structures, and pavement removal.

#### **Construction Method**

Dispose of any waste material and/or furnish any borrow material needed. Borrow quantity for this project is estimated at \_\_\_\_ cubic yards. The Contractor should make his own determination of borrow quantities. No material may be wasted or removed from the project unless approved by the Engineer.

Shape, compact, and grade the slopes, ditches, subgrade and shoulders to the lines, grades, and typical sections established by the plans or as directed by the Engineer. Roadway ditches shall be cleaned, reshaped, and maintained until final acceptance of the project. Drainage adequate for the protection of the subgrade shall be provided at all times. Grading shall include shaping all disturbed areas to facilitate drainage, prevent the impoundment of water, and dressing all areas to a condition suitable for seeding and mulching by the Contractor. Previously approved subgrade that is damaged by natural causes, construction or hauling equipment, or traffic, shall be restored to the required lines, grades, typical sections, and densities at no expense to the Department.

Excavated areas shall be uniformly graded, well compacted, and free of debris and loose material. Excavated areas adjacent to existing pavement having more than a 2-inch drop from the edge of pavement shall not be left open overnight. Such areas shall be made safe by the placement of solid material at a 6:1 or flatter slope. All open areas shall be identified and guarded by adequate traffic control devices as directed and approved by the *Manual of Uniform Traffic Control Devices* (MUTCD), 2018 Roadway Standards Drawings, and the Engineer.

Remove and satisfactorily dispose of vegetation and debris from within the project limits. All waste disposal shall be in accordance with state, federal and local regulations regarding the disposal of waste material. All permits and fees for any such disposal shall be the responsibility of the Contractor, and the Department shall not be held liable for disposal of any materials outside the project right of way.

#### **Measurement and Payment**

*Grading* will be paid in accordance with Article 226-3 of the *Standard Specifications*.

Pay Item
Grading

Pay Unit
Lump Sum

# **SHOULDER AND FILL SLOPE MATERIAL:**

(5-21-02) 235, 560 SP2 R45 A

## **Description**

Perform the required shoulder and slope construction for this project in accordance with the applicable requirements of Section 560 and Section 235 of the 2018 Standard Specifications.

#### **Measurement and Payment**

Where the material has been obtained from an authorized stockpile or from a borrow source and *Borrow Excavation* is not included in the contract, no direct payment will be made for this work, as the cost of this work will be part of the work being paid at the contract lump sum price for *Grading*. If *Borrow Excavation* is included in this contract and the material has been obtained from an authorized stockpile or from a borrow source, measurement and payment will be as provided in Section 230 of the *2018 Standard Specifications* for *Borrow Excavation*.

#### **BORROW EXCAVATION (Truck Measurement):**

(7-1-95) 230 SP2 R57

The borrow material used on this project will be measured for payment by truck measurement as provided in Article 230-5 of the 2018 Standard Specifications.

# REMOVE AND RESET EXISTING GUARDRAIL AND GUIDERAIL

#### **GENERAL**

Remove and reset existing guardrail, guiderail and anchors of any type at locations shown in the plans and in the contract.

#### **CONSTRUCTION METHODS**

Exercise care not to damage adjoining structures or other appurtenances. Fill any void created by post or anchor removal and repair all damage at no cost to the Department. Reset existing guardrail and guiderail in accordance with Articles 862-3 and 865-3. Reset guardrail and guiderail in a condition that is equal to or better than the condition that exists before the guardrail and guiderail is removed. Replace any of the guardrail and guiderail components unnecessarily damaged.

### MEASUREMENT AND PAYMENT

Remove and Reset Existing Guardrail will be measured and paid in linear feet of guardrail and anchors that has been removed, reset and accepted. Measurement will be made after the guardrail has been reset.

Remove and Reset Existing Guiderail will be measured and paid in linear feet of guiderail and anchors that has been removed, reset and accepted. Measurement will be made after the guiderail has been reset.

Such price will include, but is not limited to, removing and resetting the guardrail, guiderail and anchors and for furnishing all equipment, labor and incidentals necessary to complete the work.

Payment will be made under:

Pay Item
Remove and Reset Existing Guardrail

Pay Unit Linear Foot

## **REMOVE AND RESET EXISTING GUARDRAIL END UNIT:**

#### **GENERAL**

Remove and reset existing guardrail end unit of any type at locations shown in the plans or as directed by the Engineer.

#### **CONSTRUCTION METHODS**

Exercise care not to damage adjoining structures or other appurtenances. Fill any void created by post or removal and repair all damage at no cost to the Department. Reset existing guardrail end unit in accordance with Articles 862-3 and 865-3. Reset guardrail end unit in a condition that is equal to or better than the condition that exists before the guardrail and guiderail is removed. Replace any of the end unit components unnecessarily damaged.

#### MEASUREMENT AND PAYMENT

Remove and Reset Existing Guardrail End Unit will be measured and paid per each of guardrail end units that has been removed, reset and accepted. Measurement will be made after the guardrail end unit has been reset.

Such price will include, but is not limited to, removing and resetting the guardrail end unit and for furnishing all equipment, labor and incidentals necessary to complete the work.

Payment will be made under:

**Pay Item**Remove and Reset Existing Guardrail End Unit

Pay Unit Each

#### **GUARDRAIL END UNITS, TYPE - TL-3:**

(4-20-04) (Rev. 7-1-17) 862 SP8 R65

#### **Description**

Furnish and install guardrail end units in accordance with the details in the plans, the applicable requirements of Section 862 of the 2018 Standard Specifications, and at locations shown in the plans.

#### **Materials**

Furnish guardrail end units listed on the NCDOT <u>Approved Products List</u> at <a href="https://apps.dot.state.nc.us/vendor/approvedproducts/">https://apps.dot.state.nc.us/vendor/approvedproducts/</a> or approved equal.

Prior to installation the Contractor shall submit to the Engineer:

- (A) FHWA acceptance letter for each guardrail end unit certifying it meets the requirements of the AASHTO Manual for Assessing Safety Hardware, Test Level 3, in accordance with Article 106-2 of the 2018 Standard Specifications.
- (B) Certified working drawings and assembling instructions from the manufacturer for each guardrail end unit in accordance with Article 105-2 of the 2018 Standard Specifications.

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

#### **Construction Methods**

Guardrail end delineation is required on all approach and trailing end sections for both temporary and permanent installations. Guardrail end delineation consists of yellow reflective sheeting applied to the entire end section of the guardrail in accordance with Article 1088-3 of the 2018 Standard Specifications and is incidental to the cost of the guardrail end unit.

#### **Measurement and Payment**

Measurement and payment will be made in accordance with Article 862-6 of the 2018 Standard Specifications.

Payment will be made under:

Pay ItemPay UnitGuardrail End Units, Type TL-3Each

## **DROP INLET REPAIR:**

15-07)

## **Description**

Perform drop inlet repair at locations denoted in the plans and as directed by the Engineer. The Contractor shall make his own investigation of the existing conditions at the drop inlets so indicated. The Contractor shall perform the work necessary to return each location to a condition in which the drop inlet and associated drainage features operate correctly. Work includes excavation, vegetation clearing, backfilling with suitable earth material furnished by the contractor, furnishing and placing concrete pipe collars, miscellaneous concrete work (other than *Remove and Replace Concrete Apron for Drop Inlet*), sealing around drop inlets, repairing connections of existing underdrain to drop inlets, erosion control (*Matting for Erosion Control* placed around the perimeter of the DI area and placing *Wattles* as directed by the Engineer), including *Seeding and Mulching* all disturbed areas, and removal and disposal of all unsuitable material and debris. Some areas around Drop Inlets may require voids to be filled with *Flowable Fill*.

## **Measurement and Payment**

The actual number of locations where Drop Inlet Repair has been satisfactorily performed will be counted. Payment will be made at the contract unit price each for *Drop Inlet Repair*. Such price and payment will be full compensation for all work covered by this provision including

but not limited to excavation, backfill, backfill material, concrete pipe collars, miscellaneous concrete work, underdrain repair, and removal and disposal of unsuitable material and debris. *Erosion Control items, Seeding and Mulching and Flowable Fill* will be paid separately.

Payment will be made under:

Pay Item
Drop Inlet Repair

Pay Unit Each

SPI 8

# REMOVE & REPLACE CONCRETE APRON FOR DROP INLET:

(11-9-15)

### **Description**

The Contractor shall remove existing concrete aprons and construct new concrete aprons for drop inlets in accordance with this provision, Roadway Standard Drawings 840.17, 840.18, and 840.19, and section 840 of the Standard Specifications, at locations in plans or as directed by the Engineer. **Pre-cast units that meet the requirements of Section 1077 of the** *Standard Specifications* will also be allowed but shall be approved by the Engineer.

#### **Measurement and Payment**

Remove & Replace Concrete Apron for Drop Inlet will be measured and paid as each, for the actual number incorporated into the completed and accepted work by the Engineer. The cost for removal and disposal of existing drop inlet apron shall be considered incidental to the work and shall be included in the cost of the new apron.

Payment will be made under:

**Pay Item**Remove and Replace Concrete Apron

Pay Unit Each

#### FLOWABLE FILL:

(9-17-02) (Rev 1-17-12)

300, 340, 1000, 1530, 1540, 1550

SP3 R30

#### **Description**

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

#### **Materials**

Refer to Division 10 of the 2018 Standard Specifications.

Item Section Flowable Fill 1000-6

#### **Construction Methods**

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

#### **Measurement and Payment**

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

Payment will be made under:

Pav Item **Pav Unit** Flowable Fill Cubic Yard

#### **DOMESTIC STEEL:**

(4-16-13) SP1 G120

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

## **DITCH EXCAVATION:**

#### **DESCRIPTION**

Excavate and satisfactorily dispose of all materials excavated in the construction of ditches except silt ditches.

#### (A) Drainage Ditches

Define "drainage ditches" as inlet and outlet ditches for pipe culverts and structures, changes in channels of streams, ditches draining borrow and material sources and parallel or lateral ditches when such ditches are separated from the roadway slope by an area of natural ground or berm. Unless otherwise classified in the plans, parallel or lateral ditches constructed as an integral part of the graded roadbed, having a continuous slope from the outer limit of the shoulder to the bottom of the ditch, will be considered within the roadway grading limits and will be part of the work covered by Section 225.

#### (B) Berm Ditches

Define "berm ditches" as ditches constructed by either excavation or the construction of earth berms along the top of cut slopes. The location of berm ditches will be as shown in the plans or as directed.

#### **GENERAL**

Excavate to the lines, grades, typical sections and details shown in the plans or established. Coordinate all work covered by this section with the grading, construction of drainage Section 250 2-27 structures, excavation of borrow and material sources and other work along the project and maintain in a satisfactory condition so that adequate drainage is provided at all times. Maintain the ditches until the final acceptance of the project. Trim flush with the sides of the ditch any roots that protrude into the ditch. Complete inlet and outlet ditches for pipelines before the pipe is installed unless otherwise permitted.

#### **DISPOSAL OF MATERIALS**

Use all excavated materials in the construction of roadway embankments except where otherwise directed. Deposit materials that are excess to the needs of the project alongside the ditch and spread to form a low, flat, inconspicuous spoil bank of sufficient regular contour to permit seeding and mowing, provided no drainage into the ditch is blocked.

#### MEASUREMENT AND PAYMENT

Drainage Ditch Excavation will be measured and paid in cubic yards, measured in the original position by the average end area method of all materials excavated within the limits established by the plans or directed. Work includes, but is not limited to, excavation, shaping of the ditches, disposal of all materials, construction of earth berms and the maintenance of the work in an acceptable condition until final acceptance. No measurement and payment will be made where excavation has been performed beyond the above limits; made solely for the convenience of the Contractor; for temporary drainage of the project; or for any excavation to provide drainage of borrow or material sources furnished by the Contractor. Where the contract does not include a pay item for Drainage Ditch Excavation, all work of drainage ditch excavation will be treated as Unclassified Excavation and will be paid in accordance with Section 225.

Berm Ditch Construction will be measured and paid in linear feet, measured along the flow line of the ditch within the pay limits shown in the plans, completed and accepted. Work includes, but is not limited to, excavation, shaping of the ditches, disposal of all materials, construction of earth berms and the maintenance of the work in an acceptable condition until final acceptance.

Payment will be made under:

**Pay Item**Drainage Ditch Excavation

Pay Unit Cubic Yard

#### **FINAL SURFACE TESTING NOT REQUIRED:**

(5-18-04) (Rev. 2-16-16)

610

SP6 R45

Final surface testing is not required on this project in accordance with Section 610-13, *Final Surface Testing and Acceptance*.

## PRICE ADJUSTMENT - ASPHALT BINDER FOR PLANT MIX:

(11-21-00)

620

SP6 R25

Price adjustments for asphalt binder for plant mix will be made in accordance with Section 620 of the 2018 Standard Specifications.

The base price index for asphalt binder for plant mix is \$ 524.09 per ton.

This base price index represents an average of F.O.B. selling prices of asphalt binder at supplier's terminals on **May 1, 2019.** 

## TRENCHING FOR BASE COURSE:

(7-1-95) (Rev.1-19-16)

610

SP6 R79AR

Perform all trenching necessary to place the asphalt concrete base course widening in accordance with the typical sections, at locations shown on the sketch maps, and as directed by the Engineer.

Perform the trenching for the base course on the same day that the base course is to be placed. If the base course cannot be placed on the same day the trench section is excavated, backfill the trench with earth material and compact it to the satisfaction of the Engineer. Once the trench is open, perform backfilling and re-opening of the trench at no cost to the Department.

The Contractor will be restricted to widening one side of the project at a time unless otherwise permitted by the Engineer. In widening, operate equipment and conduct operations in the same direction as the flow of traffic.

Compact the asphalt concrete base course in the widened areas using means and methods acceptable to the Engineer. Density testing will be performed in accordance with Section 10.3.4 of the *QMS Manual*.

Place the excavated material from trenching operation on the adjacent shoulder area as directed by the Engineer. Cut adequate weep holes in the excavated material to provide for adequate drainage as directed by the Engineer. Remove all excavated material from all drives to provide ingress and egress to abutting

properties and from in front of mailboxes and paper boxes. Saw a neat edge and remove all asphalt and/or concrete driveways, and existing asphalt widening, as directed by the Engineer, to the width of the widening and dispose of any excavated concrete or asphalt materials. Properly reconnect driveways.

Upon completion of the paving operation, backfill the trench to the satisfaction of the Engineer. Properly dispose of any excess material remaining after this operation.

No direct payment will be made for trenching, sawing, and removal of driveways, depositing material on shoulder area, backfilling trench, or removal of spoil material, as the cost of this work shall be included in the bid unit price per ton for Asphalt Concrete Base Course, Type . .

# PERMANENT SEEDING AND MULCHING: 1660

SP16 R02

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

For all permanent seeding and mulching that is satisfactorily completed in accordance with the requirements of Section 1660 in the 2018 Standard Specifications and within the following percentages of elapsed contract times, an additional payment will be made to the Contractor as an incentive additive. The incentive additive will be determined by multiplying the number of acres of seeding and mulching satisfactorily completed times the contract unit bid price per acre for Seeding and Mulching times the appropriate percentage additive.

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

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

Z-1

## **PROJECT SPECIAL PROVISION**

(10-18-95)

# **PERMITS**

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

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

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

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

The Contractor's attention is also directed to Articles 107-10 and 107-13 of the 2012 Standard Specifications and the following:

Should the Contractor propose to utilize construction methods (such as temporary structures or fill in waters and/or wetlands for haul roads, work platforms, cofferdams, etc.) not specifically identified in the permit (individual, general, or nationwide) authorizing the project it shall be the Contractor's responsibility to coordinate with the Engineer to determine what, if any, additional permit action is required. The Contractor shall also be responsible for initiating the request for the authorization of such construction method by the permitting agency. The request shall be submitted through the Engineer. The Contractor shall not utilize the construction method until it is approved by the permitting agency. The request normally takes approximately 60 days to process; however, no extensions of time or additional compensation will be granted for delays resulting from the Contractor's request for approval of construction methods not specifically identified in the permit.

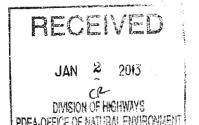
Where construction moratoriums are contained in a permit condition which restricts the Contractor's activities to certain times of the year, those moratoriums will apply only to the portions of the work taking place in the waters or wetlands provided that activities outside those areas is done in such a manner as to not affect the waters or wetlands.



#### DEPARTMENT OF THE ARMY

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

December 12, 2012



Regulatory Division

Action ID No. SAW-1992-03237; TIP Project No. R-2303 Cumberland, Sampson, and Duplin Counties, North Carolina

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

Dear Dr. Thorpe:

In accordance with your complete written request of August 1, 2012 and the ensuing administrative record, enclosed is one copy of a Department of the Army permit to directly discharge fill material into waters and wetlands adjacent to various Creeks, and their tributaries in order to construct Section A of TIP# R-2303 (Hwy 24), Cumberland County, North Carolina. Section A improvements begins 2.8 miles east of I-95 (west of SR 1006) and ends at SR 1853 (John Nunnery Road) and totals 6.8 miles.

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

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

- a. You must complete construction before December 31, 2017.
- b. You must notify this office in advance as to when you intend to commence and complete work.
- c. You must allow representatives from this office to make periodic visits to your worksite as deemed necessary to assure compliance with permit plans and conditions.

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

Sincerely,

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

#### Enclosures

Copies Furnished (with enclosures):

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

Copies Furnished (with Special Conditions and plans):

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

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

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

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

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

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



#### DEPARTMENT OF THE ARMY PERMIT

Permittee: North Carolina Department of Transportation (NCDOT)

Permit No.: SAW-1992-03237

R-2303 A-F

Issuing Office: CESAW-RG-L

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

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

**Project Description:** Widening, new location segments, and other improvements to the existing NC 24 roadway from 2.8 miles east of I-95 to I-40 to create a four-lane divided facility.

**Project Location:** 2.8 miles eastward of Interstate 95 (I-95) in Cumberland County and progresses with both on location improvements and bypass improvements eastward through Sampson County until Interstate 40 (I-40) in Duplin County. The project can be generally located at Latitude 35.0024 N and Longitude -78.6549 W. The project area crosses South River, Big Swamp, Little Coharie Creek, Bearskin Swamp, Great Coharie Creek, Six Runs Creek, and their tributaries.

#### General Conditions:

- 1. The time limit for completing the work authorized ends on <u>December 31, 2017</u> If you find that you need more time to complete the authorized activity, submit your request for a time extension to this office for consideration at least one month before the above date is reached.
- 2. You must maintain the activity authorized by this permit in good condition and in conformance with the terms and conditions of this permit. You are not relieved of this requirement if you abandon the permitted activity, although you may make a good faith transfer to a third party in compliance with General Condition 4 below. Should you wish to cease to maintain the authorized activity or should you desire to abandon it without a good faith transfer, you must obtain a modification of this permit from this office, which may require restoration of the area.
- 3. If you discover any previously unknown historic or archeological remains while accomplishing the activity authorized by this permit, you must immediately notify this office of what you have found. We will initiate the Federal and state coordination required to determine if the remains warrant a recovery effort or if the site is eligible for listing in the National Register of Historic Places.
- 4. If you sell the property associated with this permit, you must obtain the signature of the new owner in the space provided and forward a copy of the permit to this office to validate the transfer of this authorization.
- 5. If a conditioned water quality certification has been issued for your project, you must comply with the conditions specified in the certification as special conditions to this permit. For your convenience, a copy of the certification is attached if it contains such conditions.

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

#### Special Conditions:

#### SEE ATTACHED SPECIAL CONDITIONS

#### Further Information:

- 1. Congressional Authorities: You have been authorized to undertake the activity described above pursuant to:
  - () Section 10 of the Rivers and Harbors Act of 1899 (33 U.S.C. 403).
  - (X) Section 404 of the Clean Water Act (33 U.S.C. 1344).
  - () Section 103 of the Marine Protection, Research and Sanctuaries Act of 1972 (33 U.S.C. 1413).
- 2. Limits of this authorization.
- a. This permit does not obviate the need to obtain other Federal, state, or local authorizations required by law.
  - b. This permit does not grant any property rights or exclusive privileges.
  - c. This permit does not authorize any injury to the property or rights of others.
  - d. This permit does not authorize interference with any existing or proposed Federal project.
- 3. Limits of Federal Liability. In issuing this permit, the Federal Government does not assume any liability for the following:
- a. Damages to the permitted project or uses thereof as a result of other permitted or unpermitted activities or from natural causes.
- b. Damages to the permitted project or uses thereof as a result of current or future activities undertaken by or on behalf of the United States in the public interest.
- c. Damages to persons, property, or to other permitted or unpermitted activities or structures caused by the activity authorized by this permit.
  - d. Design or construction deficiencies associated with the permitted work.
  - e. Damage claims associated with any future modification, suspension, or revocation of this permit.

- 4. Reliance on Applicant's Data: The determination of this office that issuance of this permit is not contrary to the public interest was made in reliance on the information you provided.
- 5. Reevaluation of Permit Decision. This office may reevaluate its decision on this permit at any time the circumstances warrant. Circumstances that could require a reevaluation include, but are not limited to, the following:
  - a. You fail to comply with the terms and conditions of this permit.
  - b. The information provided by you in support of your permit application proves to have been false, incomplete, or inaccurate (See 4 above).
  - c. Significant new information surfaces which this office did not consider in reaching the original public interest decision.

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

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

Your signature below, as permittee, indicates that you accept and agree to comply with the terms and conditions of this permit.

(PERMITTEE) North Carolina Department of Transportation (NCDOT)

This permit becomes effective when the Federal official, designated to act for the Secretary of the Army, has signed below

(DISTRICT ENGINEER) STEVEN A. BAKER

Colonel, U.S. Army

District Commander

When the structures or work authorized by this permit are still in existence at the time the property is transferred, the terms and conditions of this permit will continue to be binding on the new owner(s) of the property. To validate the transfer of this permit and the associated liabilities associated with compliance with its terms and conditions, have the transferee sign and date below.

(TRANSFEREE)

(DATE)

\*U.S. GOVERNMENT PRINTING OFFICE: 1986 - 717-425

#### SPECIAL CONDITIONS (Action ID SAW 1992-03237)

In accordance with 33 U.S.C. 1341(d), all conditions of the North Carolina Division of Water Quality 401 Water Quality Certification #3942 is incorporated as part of the Department of the Army permit.

#### 1. Phased Permit

This permit only authorizes work on Section A of TIP R-2303. Construction on Sections B-F of TIP R-2303 shall not commence until final design has been completed for those sections, the permittee has minimized impacts to waters and wetlands to the maximum extent practicable, any modifications to the plans, and a compensatory mitigation plan, have been approved by the US Army Corps of Engineers (the Corps).

#### 2. Plans

- A. The permittee will ensure that the construction design plans for this project do not deviate from the permit plans attached to this authorization. Written verification shall be provided that the final construction drawings comply with the attached permit drawings prior to any active construction in waters of the United States, including wetlands. Any deviation in the construction design plans will be brought to the attention of the Corps of Engineers, Wilmington Regulatory Field Office prior to any active construction in waters or wetlands.
- B. The permittee shall require its contractors and/or agents to comply with the terms and conditions of this permit in the construction and maintenance of this project, and shall provide each of its contractors and/or agents associated with the construction or maintenance of this project with a copy of this permit. A copy of this permit, including all conditions, shall be available at the project site during construction and maintenance of this project.

#### 3. Pre Construction Meeting

The permittee shall schedule and attend a preconstruction meeting between its representatives, the contractors representatives, and the Corps of Engineers, Wilmington Field Office, NCDOT Regulatory Project Manager, prior to any work within jurisdictional waters and wetlands to ensure that there is a mutual understanding of all the terms and conditions contained with this Department of Army Permit. The permittee shall provide the USACE, Wilmington Field Office, NCDOT Project Manager, with a copy of the final permit plans at least two weeks prior to the preconstruction meeting along with a description of any changes that have been made to the project's design, construction methodology or construction timeframe. The permittee shall schedule the preconstruction meeting for a time frame when the USACE, NCDCM, and NCDWQ Project Managers can attend. The permittee shall invite the Corps, NCDCM, and NCDWQ Project Managers a minimum of thirty (30) days in advance of the scheduled meeting in order to provide those individuals with ample opportunity to schedules and participate in the required meeting.

#### 4. Culverts

- A. Unless otherwise requested in the applicant's application and depicted on the approved work plans, culverts greater than 48 inches in diameter will be buried at least one foot below the bed of the stream. Culverts 48 inches in diameter and less shall be buried or placed on the stream bed as practicable and appropriate to maintain aquatic passage, and every effort shall be made to maintain existing channel slope. The bottom of the culvert must be placed at a depth below the natural stream bottom to provide for passage during drought or low flow conditions. Destabilizing the channel and head cutting upstream should be considered in the placement of the culvert. The excavation required, typically noted as temporary stream impact, should be restored to its original elevation at the completion of the culvert installation.
- B. Measures will be included in the construction/installation that will promote the safe passage of fish and other aquatic organisms. The dimension, pattern, and profile of the stream above and below a pipe or culvert should not be modified by widening the stream channel or by reducing the depth of the stream in connection with the construction activity. The width, height, and gradient of a proposed opening should be such as to pass the average historical low flow and spring flow without adversely altering flow velocity. Spring flow should be determined from gauge data, if available. In the absence of such data, bankfull flow can be used as a comparable level.
- C. Except as specified in the plans attached to this permit, no excavation, fill or mechanized land-clearing activities shall take place at any time in the construction or maintenance of this project, in such a manner as to impair normal flows and circulation patterns within waters or wetlands or to reduce the reach of waters or wetlands. Culverts placed across wetland fills purely for the purposes of equalizing surface water do not have to be buried.

#### 5. Sediment Erosion Control

- A. During the clearing phase of the project, heavy equipment must not be operated in surface waters or stream channels. Temporary stream crossings will be used to access the opposite sides of stream channels. All temporary diversion channels and stream crossings will be constructed of non-erodible materials. Grubbing of riparian vegetation will not occur until immediately before construction begins on a given segment of stream channel.
- B. No fill or excavation impacts for the purposes of sedimentation and erosion control shall occur within jurisdictional waters, including wetlands, unless the impacts are included on the plan drawings and specifically authorized by this permit. This permit does not authorize temporary placement or double handling of excavated or fill material within waters or wetlands outside the permitted area.
  - C. The permittee shall remove all sediment and erosion control measures placed in

wetlands or waters, and shall restore natural grades on those areas, prior to project completion.

- D. The permittee shall use appropriate sediment and erosion control practices which equal or exceed those outlined in the most recent version of the "North Carolina Sediment and Erosion Control Planning and Design Manual" to assure compliance with the appropriate turbidity water quality standard. Erosion and sediment control practices must be in full compliance with all specifications governing the proper design, installation and operation and maintenance of such Best Management Practices in order to assure compliance with the appropriate turbidity water quality standards. This shall include, but is not limited to, the immediate installation of silt fencing or similar appropriate devices around all areas subject to soil disturbance or the movement of earthen fill, and the immediate stabilization of all disturbed areas. Additionally, the project must remain in full compliance with all aspects of the Sedimentation Pollution Control Act of 1973 (North Carolina General Statutes Chapter 113A Article 4). Adequate sedimentation and erosion control measures must be implemented prior to any ground disturbing activities to minimize impacts to downstream aquatic resources. These measures must be inspected and maintained regularly, especially following rainfall events. All fill material must be adequately stabilized at the earliest practicable date to prevent sediment from entering into adjacent waters or wetlands.
- E. The permittee shall install barrier fencing around all wetlands that are not to be disturbed to make them readily visible and prevent construction equipment from inadvertently entering or disturbing these areas.

#### 6. Temporary Fills

Temporary fills must be removed in their entirety and the affected areas returned to preconstruction elevations. The affected areas must be revegetated, as appropriate.

#### 7. Borrow and Waste

A. To ensure that all borrow and waste activities occur on high ground and do not result in the degradation of adjacent wetlands and streams, except as authorized by this permit, the permittee shall require its contractors and/or agents to identify all areas to be used to borrow material, or to dispose of dredged, fill, or waste material. The permittee shall provide the USACE with appropriate maps indicating the locations of proposed borrow or waste sites as soon as the permittee has that information. The permittee will coordinate with the USACE before approving any borrow or waste sites that are within 400 feet of any streams or wetlands. The evaluation of impacts to jurisdictional resources (waters and wetlands) associated with borrow/waste sites should include any haul roads or other access points.

#### 8. Mitigation

A. The permittee, NCDOT, is the party responsible for the implementation and performance and long term management of the compensatory mitigation project.

- B. The permittee shall maintain the entire mitigation site in its natural condition, as altered by the work in the mitigation plan, in perpetuity. Prohibited activities within the mitigation site specifically include, but are not limited to: Filling; grading; excavating; earth movement of any kind; construction of roads, walkways, buildings, signs, or any other structure; any activity that may alter the drainage patterns on the property; the destruction, cutting, removal, mowing, or other alteration of vegetation on the property; disposal or storage of any garbage, trash, debris or other waste material; graze or water animals, or use for any agricultural or horticultural purpose; or any other activity which will result in the property being adversely impacted or destroyed, except as specifically authorized by this permit.
- C. The permittee shall not sell or otherwise convey any interest in the mitigation property used to satisfy the mitigation requirements for this permit to any third party, without written approval from the Wilmington District Corps of Engineers.
- D. The permittee shall contact the Corps of Engineers, Wilmington Regulatory Field Office NCDOT Regulatory Project Manager for the project, to provide that individual with the opportunity to attend the annual mitigation monitoring efforts.
- E. In order to compensate for impacts associated with this permit, mitigation shall be provided in accordance with the provisions outlined on the most recent version of the attached Compensatory Mitigation Responsibility Transfer Form. The requirements of this form, including any special conditions listed on this form, are hereby incorporated as special conditions of this permit authorization.
- \*\* Note, breakdown of impacts to required mitigation for Section A:
  - 2.46 acres of riparian impacts will be mitigated by debiting Privateer Farms mitigation site at 3:1, resulting in a 7.38 acre debit
  - 5.22 acres of non-riparian impacts will be mitigated through EEP at 2:1, resulting in a 10.44 acre debit
  - 572 linear feet of stream impact minus 41 linear feet of stream bank stabilization which will not require compensatory mitigation leaves 531 linear feet subject to mitigation. 294 linear feet of stream relocation (Site #8) will serve as on-site mitigation with the remaining balance of 237 linear feet of impact mitigated at 2:1 from EEP, resulting in a 474 linear feet debit.
- F. Prior to the introduction of stream flow, the restored channel will be allowed to stabilize for one growing season or until such time as the permittee can demonstrate to the Corps satisfaction that the channel has adequately stabilized.
- G. The NCDOT should continue to pursue and investigate on-site mitigation opportunities as plans are finalized for Sections E and F of TIP R-2303.

#### 9. Cultural Resources

A. NCDOT shall abide by all stipulations identified in the Memorandum of Agreement between the Federal Highway Administration and the North Carolina State Historic Preservation

Officer, concurred by NCDOT and executed August 27, 2010, copy attached.

B. NCDOT shall comply with its commitments regarding the following historic property: the Maxwell House (CD 0133). Specifically, NCDOT shall implement the landscaping plan approved by the North Carolina State Historic Preservation Officer, reference the July 27, 2012 NCDOT correspondence to the Deputy State Historic Preservation Officer, copy attached.

#### 10. Enforcement

- A. The permittee, upon receipt of a notice of revocation of this permit or upon its expiration before completion of the work will, without expense to the United States and in such time and manner as the Secretary of the Army or his authorized representative may direct, restore the water or wetland to its pre-project condition.
- B. Violations of these conditions or violations of Section 404 of the Clean Water Act must be reported in writing to the Wilmington District U.S. Army Corps of Engineers within 24 hours of the permittee's discovery of the violation.
- C. If the permittee discovers any previously unknown historic or archaeological sites while accomplishing the authorized work, he shall immediately stop work and notify the Wilmington District Commander who will initiate the required State/Federal coordination.

#### 11. Jurisdiction Note

The project has been field reviewed but only Section A to date has been processed through as a final Jurisdictional Determination. Section A appeals information was forwarded to property owners whose land contained waters of the U.S. within the approved corridor. The Notification of Appeal letter was dated August 16, 2012 and the affected parties were given 60 days to appeal any jurisdictional determinations. No appeals were received within the 60 days timeframe. Sections B-F are currently viewed as a Preliminary Jurisdictional Determination.

#### U.S. ARMY CORPS OF ENGINEERS

#### Wilmington District

#### Compensatory Mitigation Responsibility Transfer Form

Permittee: North Carolina Department of Transportation

Project Name: R-2303 Section A

Action ID: SAW-1992-03237 County: Cumberland

Instructions to Permittee: The Permittee must provide a copy of this form to the Mitigation Sponsor, either an approved Mitigation Bank or the North Carolina Ecosystem Enhancement Program (NCEEP), who will then sign the form to verify the transfer of the mitigation responsibility. Once the Sponsor has signed this form, it is the Permittee's responsibility to ensure that to the U.S. Army Corps of Engineers (USACE) Project Manager identified on page two is in receipt of a signed copy of this form before conducting authorized impacts, unless otherwise specified below. If more than one mitigation Sponsor will be used to provide the mitigation associated with the permit, or if the impacts and/or the mitigation will occur in more than one 8-digit Hydrologic Unit Code (HUC), multiple forms will be attached to the permit, and the separate forms for each Sponsor and/or HUC must be provided to the appropriate mitigation Sponsors.

Instructions to Sponsor: The Sponsor should verify that the mitigation requirements shown below are available and ensure that they have received payment before signing this form. By signing below, the Sponsor is accepting responsibility for the identified mitigation. Once the form is signed, the Sponsor must update the appropriate ledger and provide a copy of the signed form to the Permittee and to the USACE Bank/ILF Manager. The Sponsor must also comply with all reporting requirements established in their authorizing instrument.

#### Permitted Impacts and Compensatory Mitigation Requirements:

Permitted Impacts Requiring Mitigation\* 8-digit HUC and Basin: 03030004, Cape Fear River Basin

	The state of the s	atting to the factor
1	Stream Impacts (linear feet) Wetland Impacts (acres)	
9	Warm Cool Cold Riparian Riparian Non-Riparian Coasta	
	Warm Cool Cold Riverine Non-riverine Mon-Riparian Coasta	
神	237	A4 07 - 1

<sup>\*</sup>If more than one mitigation sponsor will be used for the permit, only include impacts to be mitigated by this sponsor.

Compensatory Mitigation Requirements: 8-digit HUC and Basin: 03030004, Cape Fear River Basin

	Stream (credits) Wetland (credits)	
40	Warm Cool Cold Riparian Riparian Non-Riparian	Coastal
1	Riverine Non-riverine	
	474 10:44	

Mitigation Site Debited: NCEEP

(For banks, list the name of the bank to be debited, and the specific site if an umbrella bank. For NCEEP, list "NCEEP" and "Advance Credits", "Unassigned", or the name of the site name if specified in the acceptance letter from NCEEP.)

#### Section to be completed by the Mitigation Bank or ILF Sponsor

Statement of Mitigation Liability Acceptance: I, the undersigned, verify that I am authorized to approve mitigation transactions for the Mitigation Bank/IEF Sponsor shown below, and certify that the Sponsor agrees to accept full responsibility for providing the mitigation identified in this document (see table above), associated with the USACE Permittée and Action ID number shown. I also verify that released credits (and/or advance credits for ILF programs), as approved by the USACE, are currently available at the bank/ILF site identified below. Further, I understand that if the Sponsor fails to provide the required compensatory mitigation, the USACE Wilmington District Engineer may pursue measures against the Sponsor to ensure compilance associated with the mitigation requirements.

Signature of Sponsor's Authorized Representative	 Date of Signature	
Name of Sponsor's Authorized Representative:		
		: .
Mitigation Bank/ILF Sponsor Name:	<u> </u>	

## USACE Wilmington District Compensatory Mitigation Responsibility Transfer Form, Page 2

#### Conditions for Transfer of Compensatory Mitigation Credit:

- Once this document has been signed by the Mitigation Sponsor and the USACE is in receipt of the signed form, the
  Permittee is no longer responsible for providing the mitigation identified in this form, though the Permittee remains
  responsible for any other mitigation requirements stated in the permit conditions.
- Construction within jurisdictional areas authorized by the permit identified on page one of this form can begin only after the USACE is in receipt of a copy of this document signed by the Sponsor, confirming that the Sponsor has accepted responsibility for providing the mitigation requirements listed herein. For authorized impacts conducted by the North Carolina Department of Transportation (NCDOT), construction within jurisdictional areas may proceed upon permit issuance; however, a copy of this form signed by the Sponsor must be provided to the USACE within 30 days of permit issuance. NCDOT remains fully responsible for the mitigation until the USACE has received this form, confirming that the Sponsor has accepted responsibility for providing the mitigation requirements listed herein.
- Signed copies of this document must be retained by the Permittee, Mitigation Bank/ILF Sponsor, and in the USACE
  administrative records for both the permit and the Bank/ILF Instrument. It is the Permittee's responsibility to provide a
  signed copy of this form to the USACE Project Manager at the address below.
- If changes are proposed to the type, amount or location of mitigation after this form has been signed and returned to the USACE, the Sponsor must obtain case-by-case approval from the USACE Project Manager and/or North Carolina Interagency Review Team (NCIRT). If approved, higher mitigation ratios may be applied, as per current District guidance and a new version of this form must be completed and included in the USACE administrative records for both the permit and the Bank/ILF Instrument.

Comments/	Additional	Cond	itions
Commicator	Additional	COLLO	1110113

This form is not valid unless signed by the mitigation Sponsor and USACE Project Manager. For questions regarding this form or any of the conditions of the permit authorization, contact the Project Manager at the address below.

**USACE Project Manager:** 

Brad Shaver

USACE Field Office:

Wilmington Regulatory Field Office

US Army Corps of Engineers 69 Darlington Avenue Wilmington, NC 28403

Email:

**USACE Project Manager Signature** 

November 26, 2012

Date of Signature

Current Wilmington District mitigation guidance, including information on mitigation ratios, functional assessments, and mitigation bank location and availability, and credit classifications (including stream temperature and wetland groupings) is available at <a href="http://ribits.usace.army.mil">http://ribits.usace.army.mil</a>.

Page 2 of 2

The Wilmington District is committed to providing the highest level of support to the public. To help us ensure we continue to do so, please complete the Customer Satisfaction Survey located at our website at <a href="http://regulatory.usacesurvey.com/">http://regulatory.usacesurvey.com/</a> to complete the survey online.

#### U.S. ARMY CORPS OF ENGINEERS

#### Wilmington District

#### **Compensatory Mitigation Responsibility Transfer Form**

Permittee: North Carolina Department of Transportation Project Name: R-2303 Section A Action ID: SAW-1992-03237 County: Cumberland

Instructions to Permittee: The Permittee must provide a copy of this form to the Mitigation Sponsor, either an approved Mitigation Bank or the North Carolina Ecosystem Enhancement Program (NCEEP), who will then sign the form to verify the transfer of the mitigation responsibility. Once the Sponsor has signed this form, it is the Permittee's responsibility to ensure that to the U.S. Army Corps of Engineers (USACE) Project Manager identified on page two is in receipt of a signed copy of this form before conducting authorized impacts, unless otherwise specified below. If more than one mitigation Sponsor will be used to provide the mitigation associated with the permit, or if the impacts and/or the mitigation will occur in more than one 8-digit Hydrologic Unit Code (HUC), multiple forms will be attached to the permit, and the separate forms for each Sponsor and/or HUC must be provided to the appropriate mitigation Sponsors.

Instructions to Sponsor: The Sponsor should verify that the mitigation requirements shown below are available and ensure that they have received payment before signing this form. By signing below, the Sponsor is accepting responsibility for the identified mitigation. Once the form is signed, the Sponsor must update the appropriate ledger and provide a copy of the signed form to the Permittee and to the USACE Bank/ILF Manager. The Sponsor must also comply with all reporting requirements established in their authorizing instrument.

Permitted Impacts and Compensatory Mitigation Requirements:

	Permitted Impacts Requiring Mitigation* 8-digit HUC and Basin: 03030004, Cape Fear River Basin
1.0	Stream Impacts (linear feet) Wetland Impacts (acres)
if	Riparian Riparian
	Warm Cool Cold Riverine Non-riverine Non-Riparian Coastal
H	2:46

<sup>\*</sup>If more than one mitigation sponsor will be used for the permit, only include impacts to be mitigated by this sponsor.

	Compensatory Mitigation	n Requirements:	8-digit HUC and Basin: 0303000	05, Cape Fear River Basin
	Stream	(credits)	Wetla	and (credits)
1	Warm Co	col Cold	Riparian Riparian	Non-Riparian Coastal
	wydill	Join Cold	Riverine Non-riverin	e Northinarian Cuastar
S			7.38	

Mitigation Site Debited: NCDOT UMBI Site. Privateer Farm

(For banks, list the name of the bank to be debited, and the specific site if an umbrella bank. For NCEEP, list "NCEEP" and "Advance Credits". "Unassigned", or the name of the site name if specified in the acceptance letter from NCEEP.)

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Statement of Mitigation Liability Acceptance: I, the ondersigned, verify that I am authorized to approve mitigation transactions for the Mitigation Bank/ILF Sponsor shown below, and certify that the Sponsor agrees to accept full responsibility for providing the mitigation identified in this document (see table above), associated with the USACE Permittee and Action ID number shown. I also verify that released credits (and/or advance credits for ILF programs), as approved by the USACE, are currently available at the bank/ILF site identified below. Further, I understand that if the Sponsor fails to provide the required compensatory mitigation, the USACE Wilmington District Engineer may pursue measures against the Sponsor to ensure compliance associated with the mitigation requirements.

Mitigation Bank/ILF Sponsor Name: F	RIVA TEER	FARM /	NOOT		
Name of Sponsor's Authorized Representa	nive PAIL	> 5. t	tarris III		
Persil			12/13/	2012	
Signature of Sponsor's Authorized Rep	resentative	THE PARTY OF THE P		Signature	

## USACE Wilmington District Compensatory Mitigation Responsibility Transfer Form, Page 2

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  the USACE, the Sponsor must obtain case-by-case approval from the USACE Project Manager and/or North Carolina
  Interagency Review Team (NCIRT). If approved, higher mitigation ratios may be applied, as per current District
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  the permit and the Bank/ILF Instrument.

Comments/Additional Conditions:

This form is not valid unless signed by the mitigation Sponsor and USACE Project Manager. For questions regarding this form or any of the conditions of the permit authorization, contact the Project Manager at the address below.

**USACE Project Manager:** 

**Brad Shaver** 

**USACE Field Office:** 

Wilmington Regulatory Field Office

US Army Corps of Engineers

69 Darlington Avenue Wilmington, NC 28403

Email:

USACE Project Manager Signature

November 26, 2012

Date of Signature

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Page 2 of 2

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# STATE OF NORTH CAROLINA DEPARTMENT OF TRANSPORTATION

BEVERLY EAVES PERDUE
GOVERNOR

EUGENE A. CONTI, JR. SECRETARY

July 27, 2012

Ramona Bartos
Deputy State Historic Preservation Officer
North Carolina Department of Cultural Resources
4617 Mail Service Center
Raleigh, North Carolina 27699-4617

Dear Ms. Bartos:

RE: R-2303A, Cumberland and Sampson Counties, Widen NC 24/27 at the Maxwell House (CD 0133), WBS# 34416, Federal Aid# STPNHF-F-8-2(17)

The North Carolina Department of Transportation (NCDOT) is concluding planning studies for the above-referenced project. Please find attached one (1) set of the landscape design plans for the Maxwell House (National Register-listed property). These plans were developed to meet the conditions of the finding of no adverse effect as discussed during the effects assessment meeting in January 1999. Please review the plans and provide any comments to me by August 31, 2012.

Thank you for your consideration and cooperation. If you have any questions concerning the accompanying information please feel free to contact me at <a href="mailto:mfurr@ncdot.gov">mfurr@ncdot.gov</a> or 919-707-6068.

Sincerely,

Mary Pope Furr

Historic Architecture Section

Attachment

Cc: Mark Pierce, P.E., Project Engineer, PDEA

MAILING ADDRESS:
NC DEPARTMENT OF TRANSPORTATION
HUMAN ENVIRONMENT SECTION
1598 MAIL SERVICE CENTER
RALEIGH NC. 27699-1598

TELEPHONE: 919-707-6000 FAX: 919-212-5785

WEBSITE: WWW.NCDOT.ORG

LOCATION:
PROJECT DEVELOPMENT &
ENVIRONMENTAL ANALYSIS BRANCH CENTURY CENTER BUILDING B
1020 BIRCH RIGGE DRIVE
RALEIGH NC, 27610

Hieral Aid # STANHE- F-8-2(17) FD # R-2303 Country Cumberland, S	sampson,
CONCURRENCE FORM Duplin (DS	
ASSESSMENT OF EFFECTS	
NX 24 from 2.8 miles East & 1-95 to 1-40 + Aternative + w	m shallow
	7
- 1/21/1999 representatives of the	
North Carolina Department of Transportation (NCDOT)  Federal Highway Administration (FHWA)	
North Carolina State Historic Preservation Office (SHPO) Other	
enerved the subject project and agreed	
there are no effects on the National Register-listed property within the project area of potential effect and listed on the reverse.	
there are no effects on the National Register-eligible properties located within the project's area of potential effect and listed on the reverse.	
there is an effect on the National Register-listed property/properties within the project's area of potential effect. The property-properties and the effect(s) are listed on the reverse.	
there is an effect on the National Register-eligible property/properties within the project's area of potential effect. The property/properties and effect(s) are listed on the reverse.	·
gned:	
Harry Pope Arrange 1/21/1999  coresentative NCDDT, Historic Architectural Resources Section Date	
Which of the Division Administrator, or other Federal Agency  Date	
T-WA, for the Division Administrator, or other Federal Agency Date	
Delua Kite Min 1/22/99  Date  Date	
Van 1. 1000 / 1 14 1 2/19/19	
Date (over)	

Federal Aid = STPNHF-F-8-2(17) TIP	# R 2303	County	Cumberhard, Sampson, Duplin
			Vupl.

Properties within area of potential effect for which there is no effect. Indicate if property is National Register-listed (NR) or determined eligible (DE).

Autyville School (DE) George Washington Bullard House (DE)

Properties within area of potential effect for which there is an effect. Indicate property status (NR or DE) and describe effect.

Maxwell House (NR) - conditional no adverse effect IT Kennedy House (DE) - conditional no adverse effect

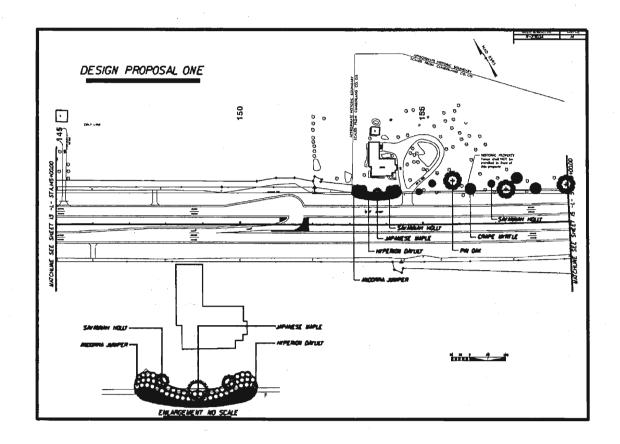
Reason(s) why effect is not adverse (if applicable).

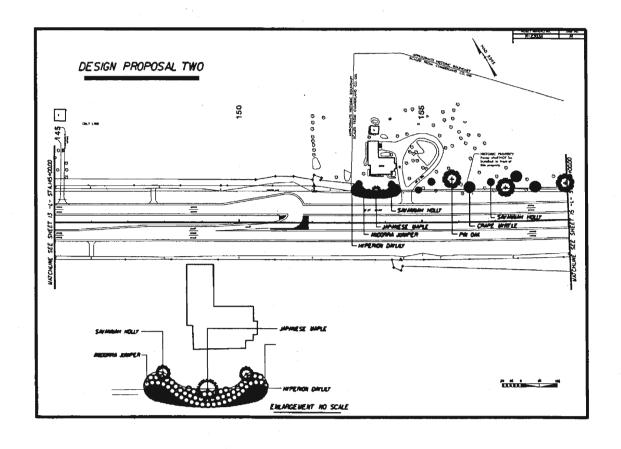
Maxwell House- NCDOT plans to widen away from house 3 will develop a landscaping plan to be reviewed by SHPC.

J.T. Kennedy House-NCDOT will develop a landscaping plan to be reviewed by SHPO

along new road

Initialed: NCDOT MPS FHWA WEST SHOO DV





# Memorandum of Agreement Between the Federal Highway Administration and State Historic Preservation Officer for

NC 24 Widening from East of Fayetteville to Warsaw, Cumberland, Sampson and Duplin counties, North Carolina TIP Project R-2303 Federal Aid Project F-8-2(17)

Whereas, the Federal Highway Administration (FHwA) has determined that the widening of NC 24 from east of Fayetteville to Warsaw in Cumberland, Sampson and Duplin Counties (the Undertaking) will have an adverse effect upon archaeological sites 31SP331 and 31DP226/226\*\*, properties determined eligible for listing on the National Register of Historic Places; and

Whereas, FHwA has consulted with the North Carolina State Historic Preservation Office (HPO) pursuant to 36CFR Part 800, regulations implementing Section 106 of the National Historic Preservation Act (16 U.S.C. 470f); and

Whereas, in accordance with 36 CFR Part 800, FHwA acknowledges and accepts the advice and conditions outlined in the Advisory Council on Historic Preservation's (Council) "Recommended Approach for Consultation on the Recovery of Significant Information from Archaeological Sites," published in the Federal Register (DF Doc. 99-12055) on May 17, 1999; and

Whereas, the North Carolina Department of Transportation (NCDOT) has participated in the consultation and been invited to concur in the Memorandum of Agreement (MOA) as a consulting party in the development of this MOA; and

Whereas, the signatories and concurring parties agree that the recovery of significant information from the archaeological sites listed above may be done in accordance with the published guidance; and

Whereas, the signatories and concurring parties agree that it is in the public interest to expend funds for the recovery of significant information from these archaeological sites to mitigate the adverse effects of the project;

Now, therefore, the FHwA and HPO agree that the undertaking shall be implemented in accordance with the following stipulations in order to take in to account the effect of the undertaking on the historic properties.

#### \* Stipulations:

FHwA will ensure that the following measures are carried out:

- I. The NCDOT will develop separate Data Recovery Plans (DRP) for sites 31SP331 and 31DP226/226\*\*, the sites that will be affected by the subject Undertaking, in consultation with the HPO.
- II. The NCDOT will ensure that the DRP will be implemented after Right of Way is acquired or once Right of Entry is secured from the property owners and prior to construction activities within the site locations as shown in the DRP.
- III. Upon completion of each Data Recovery effort, the NCDOT will prepare and forward a Management Summary to HPO detailing the results of the Data Recovery field investigations. The Management Summaries will contain sufficient information to demonstrate that the field investigation portions of the DRP have been implemented.
- IV. Upon receipt of each Management Summary HPO will respond within ten (10) days to the recommendations contained within the document.
- V. Upon acceptance of the recommendations contained in each Management Summary HPO will issue the NCDOT documentation that the Data Recovery field investigations have been completed.
- VI. The analyses and reports detailing sites 31SP331 and 31SP226/226\*\* will be completed by the NCDOT or their consultants within twelve (12) months after completion of the fieldwork.
- VII. If historic properties are discovered or unanticipated effects on historic properties are found after FHwA approves the Undertaking and construction has commenced, FHwA will consult with HPO and the property owner(s) in accordance with 36 CFR 800.13(b). Inadvertent or accidental discovery of human remains will be handled in accordance with North Carolina General Statutes 65 and 70.
- VIII. Any Signatory may terminate this MOA by providing notice to the other party(ies) provided that the party(ies) will consult during the period prior to termination to seek agreement on amendments or other actions that would avoid termination. Termination of this MOA will require compliance with 36 CFR 800. This MOA may be terminated by the execution of a subsequent MOA that explicitly terminates or supersedes its terms.

#### Other Terms and Conditions

This agreement shall be null and void if its terms are not carried out within five (5) years from the date of its execution, unless the signatories agree in writing to an extension for carrying out its terms.

Execution of this MOA by the FHwA and HPO, its subsequent acceptance by the Council, and implementation of its terms are evidence that the FHwA has afforded the Council an opportunity to comment on the Undertaking, and that the FHwA has taken into account the effects of the Undertaking on historic properties.

AGREE:			
Rold 6-22 Federal Highway Administrat		ate:	8-27-10
Deputy State Historic Preservation Of	CCC Da	ate:	8-25.10
CONCUR:			
Robert andrew Joyne North Carolina Department of		ate:	8/13/10



#### DEPARTMENT OF THE ARMY

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

March 5, 2013

Regulatory Division

Action ID No. SAW-1992-03237

R-2303B

Gregory J. Thorpe, Ph.D.
Environmental Management Director, PDEA
North Carolina Department of Transportation
1598 Mail Service Center
Raleigh, North Carolina 27699-1598

Dear Mr. Thorpe:

Reference the Department of the Army (DA) permit issued on December 12, 2012, for the discharge of fill material into waters and wetlands adjacent to various Creeks, and their tributaries in order to construct Section A of TIP# R -2303 (NC 24), Cumberland County, North Carolina. Reference is also made to your permit modification dated January 29, 2013 with revision dated February 25, 2013. Additional information was submitted on February 22 and 25, 2013. This information was submitted to request authorization to construct Section B of TIP#R-2303 starting east of Stedman in Cumberland County and ending west of Roseboro in Sampson County, a total of 6.891 miles. Specifically, the request is to impact an additional 5.76 acres of wetlands and 296 linear feet of stream channel necessary for the construction of Section B.

I have determined that the proposed project modifications described above are not contrary to the public interest and consistent with the 404 (B)(1) and therefore, the DA permit is hereby modified. The following conditions specific to Section B have been added:

All original conditions in the December 12, 2012 permit remain valid and are enforceable with Section B authorization. Special Conditions for the permit modification are the following:

- 1. This permit modification only authorizes work on Section B of TIP R-2303. Construction on Sections C-F of TIP R-2303 shall not commence until final design has been completed for those sections, the permittee has minimized impacts to waters and wetlands to the maximum extent practicable, any modifications to the plans, and a compensatory mitigation plan, have been approved by the US Army Corps of Engineers (COE). Approved permit plans for section B are attached.
- 2. The Permittee shall fully implement the compensatory mitigation plan (Section B only), entitled Mitigation Plan, dated February 22, 2013 for the unavoidable impacts

to 5.76 acres of wetlands. Activities prescribed by this plan shall be initiated prior to, or concurrently with, commencement of any construction activities within jurisdictional areas authorized by this permit. The permittee shall re-establish, enhance, and preserve 5.13 acres of wetlands in accordance with the plan, with the following conditions:

- A) Any changes or modifications to your mitigation plan shall be approved by the Corps.
- B) All mitigation areas shall be monitored for a minimum of 5 years or until deemed successful by the Corps in accordance with the monitoring requirements included in the mitigation plan.
- 3. REMEDIAL MITIGATION PLAN: If the compensatory mitigation fails to meet the performance standards 5 years after completion of the compensatory mitigation objectives, the compensatory mitigation will be deemed unsuccessful. Within 60 days of notification by the Corps that the compensatory mitigation is unsuccessful, the Permittee shall submit to the Corps an alternate compensatory mitigation proposal to fully offset the functional loss that occurred as a result of the project. The alternate compensatory mitigation proposal may be required to include additional mitigation to compensate for the temporal loss of wetland function associated with the unsuccessful compensatory mitigation activities. The Corps reserves the right to fully evaluate, amend, and approve or reject the alternate compensatory mitigation proposal. Within 120 days of Corps approval, the Permittee will complete the alternate compensatory mitigation proposal.
- 4. In order to compensate for impacts associated with this permit, mitigation shall be provided in accordance with the provisions outlined on the most recent version of the attached Compensatory Mitigation Responsibility Transfer Form. The requirements of this form, including any special conditions listed on this form, are hereby incorporated as special conditions of this permit modification authorization.
  - \*\* Note, breakdown of impacts to required mitigation for Section B:
  - 4.58 acres of riparian impacts will be mitigated through on-site mitigation of 5.31 acres of riparian mitigation comprised of restoration, enhancement, and preservation.
  - 1.18 acres of non-riparian impacts will be mitigated through EEP at 2:1, resulting in a 2.36 acre debit.
  - 296 linear feet of stream impact will be mitigated at 2:1 from EEP, resulting in a 592 linear feet debit.

This modification approval will be utilized for future compliance of the project. If you have questions, please contact Brad Shaver of the Wilmington Regulatory Field Office, at telephone (910) 251-4611.

Sincerely,

Henry Wicker
Steven A. Baker

Colonel, U. S. Army

District Commander

#### Copies Furnished (electronic w/o attachments):

Mr. Mason Herndon, NCDWQ

Mr. Stoney Mathis, NCDOT

Mr. Chris Rivenbark, NCDOT

Mr. Chris Manly, NCDOT

Mr. Chris Militscher, USEPA

Mr. Gary Jordan, USFWS

Mr, Travis Wilson, NCWRC

Ms. Beth Harmon, NCEEP

Mr. Todd Tugwell, USACE

#### R-27

#### U.S. ARMY CORPS OF ENGINEERS

#### Wilmington District

#### Compensatory Mitigation Responsibility Transfer Form

Permittee: North Carolina Department of Transportation

Project Name: R-2303 Section B

Action ID: SAW-1992-03237

County: Sampson

Instructions to Permittee: The Permittee must provide a copy of this form to the Mitigation Sponsor, either an approved Mitigation Bank or the North Carolina Ecosystem Enhancement Program (NCEEP), who will then sign the form to verify the transfer of the mitigation responsibility. Once the Sponsor has signed this form, it is the Permittee's responsibility to ensure that to the U.S. Army Corps of Engineers (USACE) Project Manager identified on page two is in receipt of a signed copy of this form before conducting authorized impacts, unless otherwise specified below. If more than one mitigation Sponsor will be used to provide the mitigation associated with the permit, or if the impacts and/or the mitigation will occur in more than one 8-digit Hydrologic Unit Code (HUC), multiple forms will be attached to the permit, and the separate forms for each Sponsor and/or HUC must be provided to the appropriate mitigation Sponsors.

Instructions to Sponsor: The Sponsor should verify that the mitigation requirements shown below are available and ensure that they have received payment before signing this form. By signing below, the Sponsor is accepting responsibility for the identified mitigation. Once the form is signed, the Sponsor must update the appropriate ledger and provide a copy of the signed form to the Permittee and to the USACE Bank/ILF Manager. The Sponsor must also comply with all reporting requirements established in their authorizing instrument.

#### **Permitted Impacts and Compensatory Mitigation Requirements:**

Permitted Impacts Requiring Mitigation*	8-digit HUC and Basin: 03030006, Cape Fear River Basin

Stream Impacts (linear feet)			Wetland Impacts			
Warm	Cool	Cold	Riparian Riverine	Riparian Non-riverine	Non-Riparian	Coastal
296					1.18	

<sup>\*</sup>If more than one mitigation sponsor will be used for the permit, only include impacts to be mitigated by this sponsor.

**Compensatory Mitigation Requirements:** 

8-digit HUC and Basin: 03030004,	. Cape Fear River Basin
----------------------------------	-------------------------

	Stream (credits)		Wetland (credits)			
Warm Cool		Cold	Riparian Riparian Non-Riparian		Non-Riparian	Coastal
592					2.36	

Mitigation Site Debited: NCEEP

(For banks, list the name of the bank to be debited, and the specific site if an umbrella bank. For NCEEP, list "NCEEP" and "Advance Credits", "Unassigned", or the name of the site name if specified in the acceptance letter from NCEEP.)

#### Section to be completed by the Mitigation Bank or ILF Sponsor

Statement of Mitigation Liability Acceptance: I, the undersigned, verify that I am authorized to approve mitigation transactions for the Mitigation Bank/ILF Sponsor shown below, and certify that the Sponsor agrees to accept full responsibility for providing the mitigation identified in this document (see table above), associated with the USACE Permittee and Action ID number shown. I also verify that released credits (and/or advance credits for ILF programs), as approved by the USACE, are currently available at the bank/ILF site identified below. Further, I understand that if the Sponsor fails to provide the required compensatory mitigation, the USACE Wilmington District Engineer may pursue measures against the Sponsor to ensure compliance associated with the mitigation requirements.

Mitigation Bank/ILF Sponsor Name:			
Name of Sponsor's Authorized Representative:			
Signature of Sponsor's Authorized Representative	•	Date of Signatu	ıre

# USACE Wilmington District Compensatory Mitigation Responsibility Transfer Form, Page 2

#### **Conditions for Transfer of Compensatory Mitigation Credit:**

- Once this document has been signed by the Mitigation Sponsor and the USACE is in receipt of the signed form, the
  Permittee is no longer responsible for providing the mitigation identified in this form, though the Permittee remains
  responsible for any other mitigation requirements stated in the permit conditions.
- Construction within jurisdictional areas authorized by the permit identified on page one of this form can begin only after the USACE is in receipt of a copy of this document signed by the Sponsor, confirming that the Sponsor has accepted responsibility for providing the mitigation requirements listed herein. For authorized impacts conducted by the North Carolina Department of Transportation (NCDOT), construction within jurisdictional areas may proceed upon permit issuance; however, a copy of this form signed by the Sponsor must be provided to the USACE within 30 days of permit issuance. NCDOT remains fully responsible for the mitigation until the USACE has received this form, confirming that the Sponsor has accepted responsibility for providing the mitigation requirements listed herein.
- Signed copies of this document must be retained by the Permittee, Mitigation Bank/ILF Sponsor, and in the USACE administrative records for both the permit and the Bank/ILF Instrument. It is the Permittee's responsibility to provide a signed copy of this form to the USACE Project Manager at the address below.
- If changes are proposed to the type, amount or location of mitigation after this form has been signed and returned to
  the USACE, the Sponsor must obtain case-by-case approval from the USACE Project Manager and/or North Carolina
  Interagency Review Team (NCIRT). If approved, higher mitigation ratios may be applied, as per current District
  guidance and a new version of this form must be completed and included in the USACE administrative records for both
  the permit and the Bank/ILF instrument.

Comments	/Additional	Conditions
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This form is not valid unless signed by the mitigation Sponsor and USACE Project Manager. For questions regarding this form or any of the conditions of the permit authorization, contact the Project Manager at the address below.

**USACE** Project Manager:

**Brad Shaver** 

**USACE Field Office:** 

Wilmington Regulatory Field Office

US Army Corps of Engineers 69 Darlington Avenue

Wilmington, NC 28403

Email:

USACE Project Manager Signature March 5, 2013

Date of Signature

Current Wilmington District mitigation guidance, including information on mitigation ratios, functional assessments, and mitigation bank location and availability, and credit classifications (including stream temperature and wetland groupings) is available at http://ribits.usace.army.mil.

Page 2 of 2

The Wilmington District is committed to providing the highest level of support to the public. To help us ensure we continue to do so, please complete the Customer Satisfaction Survey located at our website at <a href="http://regulatory.usacesurvey.com/">http://regulatory.usacesurvey.com/</a> to complete the survey online.



North Carolina Department of Environment and Natural Resources.

Division of Water Quality Charles Wakiid, P.E. Director

September 24, 2012

DIVISION OF HIGHWAYS Secretar PDEA-OFFICE OF NATURAL ENVIRONMENT

Project Development and Environmental Analysis North Carolina Department of Transportation 1598 Mail Service Center Raleigh, North Carolina, 27699-1598

Dr. Greg Thorpe, PhD., Manager

Subject: 401 Water Quality Certification Pursuant to Section 401 of the Federal Clean Water with ADDITIONAL

CONDITIONS for Proposed improvements to NC 24 from 2.8 miles east of I-95 to I-40 in Cumberland, Sampson and Counties, Federal Aid Project No. STPNHF-F-8-2(17), WBS No. 34416.1.1, TIP R-2303.

NCDWQ Project No. 20120240

Dear Dr. Thorpe:

Beverly Eaves Perdue

Governor

Attached hereto is a copy of Certification No. 3942 issued to The North Carolina Department of Transportation (NCDOT) dated September 24, 2012.

If we can be of further assistance, do not hesitate to contact us:

Sincerely,

Director

#### Attachments

Brad Shaver, US Army Corps of Engineers, Wilmington Field Office (electronic copy only) Greg Burns, PE, Division 8 Engineer Jim Rerko, Division 8 Environmental Officer Chris Militscher, Environmental Protection Agency (electronic copy only) Gary Jordan, US Fish and Wildlife Service (electronic copy only) Travis Wilson, NC Wildlife Resources Commission Jason Elliott, NCDOT, Roadside Environmental Unit Jim Stanfill, Ecosystem Enhancement Program Sonia Carrillo, NCDWQ Central Office File Copy

Transportation and Permitting Unit 1650 Mail Service Center, Rateigh, North Carolina 27699-1617 Location: 512 N. Salisbury St. Raleigh, North Carolina 27604 Phone: 919-807-6300 \ FAX: 919-807-6492 Internet: www.ncwaterquality.org

An Equal Copustumity Leaffarmedine Austion Employer

### 401 Water Quality Certification Pursuant to Section 401 of the Federal Clean Water Act with ADDITIONAL CONDITIONS

THIS CERTIFICATION is issued in conformity with the requirements of Section 401 Public Laws 92-500 and 95-217 of the United States and subject to the North Carolina Division of Water Quality (NCDWQ) Regulations in 15 NCAC 2H .0500. This certification authorizes the NCDOT to impact 7.68 acres of jurisdictional wetlands, 0.72 acres of waters and 599 linear feet of jurisdictional streams in Cumberland and Sampson Counties. The project shall be constructed pursuant to the application dated received August 2, 2012. No impacts to Sections B, C, D or F are being authorized at this time. The authorized impacts are as described below:

Stream Impacts in the Cape Fear River Basin

Site	Station	Permanent Fill in Intermittent Stream (linear ft)	Temporary Fill in Intermittent Stream (linear ft)	Permanent Fill in Perennial Stream (linear ft)	Temporary Fill in Perennial Stream (linear ft)	Total Stream Impact (linear ft)	Stream Impacts Requiring Mitigation (linear ft)
	, in the state of the state of	in August Mai	R-2303A			<b>501**</b>	
8	300+06 to 305+40-L-	0	0	531	0	531"	237
8	304+40 to 304+51-L-LT	0	0	41	27	68	41
	Total	0	0	572	27	599	278
			R-2303B***				4.0
	Total	-	-	296	113	409	-
			R-2303C**				
	Total	<u>-</u>		2,990	301	3,291	-
Y . 7			R-2303D**				
	Total	-	-	1,792	77	1,869	-
35.			R-2303E**				
	Total	-	-	1,336	155	1,491	-
			R-2303F**				
	Total	_		3,859	294	4,153	_
			Project Tota	al			
	Project Total	-	_	10,845	967	11,812	-

\*Bank stabilization; \*\*294 lf of stream will be relocated.

Wetland Impacts in the Cape Fear River Basin

Site	Station	Wetland	Fill	Fill	Excavation	Mechanized	Hand	Total
		Type*	(ac)	(temporary)	(ac)	Clearing	Clearing	Wetland
				(ac)		(ac)	(ac)	Impact (ac)
				R-2303A				
2	73+00 to 85+00-L-	NR	4.44	0	0	0.53	0	4.97
5	167+09 to 168+51-L-	NR	0.04	0	0	0.03	0	0.07
8	296+63 to 304+66-L-	R	2.03	0	0.02	0.20	0	2.25
9	321+92 to 322+64-L-RT	R	0.07	0	< 0.01	0.02	0	0.09
9	321+58 to 322+98-L-LT	R	0.07	0	0.02	0.03	0	0.12
10	344+83 to 349+01-L-Rt	NR	0.08	0	0	0.10	0	0.18
	Total		6.73	0	0.04	0.91	0	7.68
		1,000	1 1000	R-2303B**				
	Total		5.70	0.12	-		-	5.82
				R-2303C**		Your Land		
	Total		12.13	0	-	-	-	12.13
			J 1940 F	R-2303D**				
	Total		8.38	0	-	-	-	8.38
,				R-2303E**				
	Total		1.58	0	_	-		1.58
				R-2303F**				
	Total		21.80	0	_	-	-	21.80

<sup>\*\*\*</sup>Sections B through F stream impacts are projected based on preliminary design and include perennial and intermittent systems.

Total Stream Impact for Project: 11,812 linear feet (599 linear feet for Section A)

Project Total							
Project Total 56.32 0.12 0.04 0.91 0 57.3							

\*Wetland Type: R = Riparian; NR=Non-Riparian

Open Water (Ponds/Tributary) Impacts in the Cape Fear River Basin

Site	Station			Total Fill in Open
		Waters (ac)	Waters (ac)	Waters (ac)
l	69+45 to 70+63 -L-RT	0.16	0	0.16
1	70+93 to 72+81-L-RT	0.11	0	0.11
4	131+57 to 133+50-L-RT	0.18	0	0.18
6	178+97 to 179+07-L-RT	0.02	0	0.02
7	200+65 to 202+44-L-	0.24	0	0.24
9	322+10-L-Rt	0.01	0	0.01
9	322+10-L-Rt (Bank Stabilization)	<0.01	. 0	< 0.01
		0.50		0.50
Total*		0.72	U	0.72

<sup>\*</sup>Open Water Impacts for Sections B through F have not been projected based on preliminary design.

Total Open Water Impact for Section A: 0.72 acres.

The application provides adequate assurance that the discharge of fill material into the waters of the Cape Fear River Basin in conjunction with the proposed development will not result in a violation of applicable Water Quality Standards and discharge guidelines. Therefore, the State of North Carolina certifies that this activity will not violate the applicable portions of Sections 301, 302, 303, 306, 307 of PL 92-500 and PL 95-217 if conducted in accordance with the application and conditions hereinafter set forth.

This approval is only valid for the purpose and design that you submitted in your application dated received August 2, 2012. Should your project change, you are required to notify the NCDWQ and submit a new application. If the property is sold, the new owner must be given a copy of this Certification and approval letter, and is thereby responsible for complying with all the conditions. If any additional wetland impacts, or stream impacts, for this project (now or in the future) exceed one acre or 150 linear feet, respectively, additional compensatory mitigation may be required as described in 15A NCAC 2H .0506 (h) (6) and (7). For this approval to remain valid, you are required to comply with all the conditions listed below. In addition, you should obtain all other federal, state or local permits before proceeding with your project including (but not limited to) Sediment and Erosion control, Coastal Stormwater, Non-discharge and Water Supply watershed regulations. This Certification shall expire on the same day as the expiration date of the corresponding Corps of Engineers Permit.

#### Condition(s) of Certification:

#### **Project Specific Conditions**

- The NCDOT Division Environmental Officer or Environmental Assistant will conduct a pre-construction
  meeting with all appropriate staff to ensure that the project supervisor and essential staff understand the
  potential issues with stream and pipe alignment at the permitted site. NCDWQ staff shall be invited to the
  pre-construction meeting.
- 2. At locations where ponds will be drained, proper measures will be taken to drain the pond with limited impact to upstream and downstream channel stability as well as to native aquatic species. Proper measures will be taken to avoid sediment release and/or sediment accumulation downstream as a result of pond draining. If typical pond draining techniques will create significant disturbance to native aquatic species, additional measures such as collection and relocation may be necessary to prevent a significant fish kill. NCDOT shall consult with NC Wildlife Resources staff to determine if there are any sensitive species, and the most appropriate measures to limit impacts to these species. The permittee shall observe any natural channel reestablishment, or utilize natural channel construction techniques, to ensure that the jurisdictional stream channel above and below the drained pond remain stable, and that no additional impacts occur within the natural stream channel as a result of draining the pond.

<sup>\*\*</sup> Sections B through F wetland impacts are projected based on preliminary design.

Total Wetland Impact for Project: 57.39 (7.68 acres for Section A)

- 3. All channel relocations will be constructed in a dry work area and stabilized before stream flows are diverted. Channel relocations will be completed and stabilized, and must be approved on site by NCDWQ staff, prior to diverting water into the new channel. Whenever possible, channel relocations shall be allowed to stabilize for an entire growing season. Vegetation used for bank stabilization shall be limited to native woody species, and should include establishment of a 30 foot wide wooded and an adjacent 20 foot wide vegetated buffer on both sides of the relocated channel to the maximum extent practical. All stream banks shall be matted with coir fiber matting. Also, rip-rap may be allowed if it is necessary to maintain the physical integrity of the stream, but the applicant must provide written justification and any calculations used to determine the extent of rip-rap coverage requested. Once the stream has been turned into the new channel, it may be necessary to relocate stranded fish to the new channel to prevent fish kills.
- 4. Riprap shall not be placed in the active thalweg channel or placed in the streambed in a manner that precludes aquatic life passage. Bioengineering boulders or structures should be properly designed, sized and installed.
- 5. For streams being impacted due to site dewatering activities, the site shall be graded to its preconstruction contours and revegetated with appropriate native species.
- 6. The stream channel shall be excavated no deeper than the natural bed material of the stream, to the maximum extent practicable. Efforts must be made to minimize impacts to the stream banks, as well as to vegetation responsible for maintaining the stream bank stability. Any applicable riparian buffer impact for access to stream channel shall be temporary and be revegetated with native riparian species.
- 7. Pipes and culverts used exclusively to maintain equilibrium in wetlands, where aquatic life passage is not a concern, shall not be buried. These pipes shall be installed at natural ground elevation.
- \* 8. Compensatory mitigation for 278 linear feet of impact to streams is required. We understand that you have chosen to perform compensatory mitigation for impacts to streams through the North Carolina Ecosystem Enhancement Program (EEP), and that the EEP has agreed to implement the mitigation for the project. EEP has indicated in a letter dated July 26, 2012 that they will assume responsibility for satisfying the federal Clean Water Act compensatory mitigation requirements for the above-referenced project, in accordance with the EEP Mitigation Banking Instrument signed July 28, 2010.
- \* 9. Compensatory mitigation for impacts to 5.22 acres of non-riparian wetlands is required. We understand that you have chosen to perform compensatory mitigation for impacts to non-riparian wetlands through the North Carolina Ecosystem Enhancement Program (EEP), and that the EEP has agreed to implement the mitigation for the project. EEP has indicated in a letter dated July 26, 2012 that they will assume responsibility for satisfying the federal Clean Water Act compensatory mitigation requirements for the above-referenced project, in accordance with the EEP Mitigation Banking Instrument signed July 28, 2010.
- \* 10. Compensatory mitigation for the 2.46 acres of riparian wetland impacts is required. We understand that you have chosen to debit mitigation from Privateer Farm Mitigation Bank. Privateer Farm Mitigation Bank is located in Cumberland and Bladen County in HUC 03030005; adjacent to Section A of the project HUC (03030006). Since there are no available credits existing in HUC 03030006, it is DWQ's policy to debit adjacent HUCs at a 3:1 ratio. This certification gives you approval to debit 7.38 acres of riparian wetland mitigation from the Privateer Farm Mitigation Bank to satisfy the mitigation requirements of this permit.
  - 11. When final design plans are completed for R-2303 Section(s) B through F, a modification to the 401 Water Quality Certification shall be submitted with five copies and fees to the NC Division of Water Quality. Final designs shall reflect all appropriate avoidance, minimization, and mitigation for impacts to wetlands, streams, and other surface waters, and buffers. No construction activities that impact any wetlands, streams, surface waters, or buffers located in R-2303 Section(s) B through F shall begin until after the permittee applies for, and receives a written modification of the 401 Water Quality Certification and the from the NC Division of Water Quality.

#### **General Conditions**

12. Unless otherwise approved in this certification, placement of culverts and other structures in open waters and streams shall be placed below the elevation of the streambed by one foot for all culverts with a diameter greater than 48 inches, and 20 percent of the culvert diameter for culverts having a diameter less than 48 inches, to allow low flow passage of water and aquatic life. Design and placement of culverts and other

structures including temporary erosion control measures shall not be conducted in a manner that may result in dis-equilibrium of wetlands or streambeds or banks, adjacent to or upstream and downstream of the above structures. The applicant is required to provide evidence that the equilibrium is being maintained if requested in writing by NCDWQ. If this condition is unable to be met due to bedrock or other limiting features encountered during construction, please contact NCDWQ for guidance on how to proceed and to determine whether or not a permit modification will be required.

- 13. If concrete is used during construction, a dry work area shall be maintained to prevent direct contact between curing concrete and stream water. Water that inadvertently contacts uncured concrete shall not be discharged to surface waters due to the potential for elevated pH and possible aquatic life and fish kills.
- 14. During the construction of the project, no staging of equipment of any kind is permitted in waters of the U.S., or protected riparian buffers.
- 15. The dimension, pattern and profile of the stream above and below the crossing shall not be modified. Disturbed floodplains and streams shall be restored to natural geomorphic conditions.
- 16. The use of rip-rap above the Normal High Water Mark shall be minimized. Any rip-rap placed for stream stabilization shall be placed in stream channels in such a manner that it does not impede aquatic life passage.
- \* 17. The Permittee shall ensure that the final design drawings adhere to the permit and to the permit drawings submitted for approval.
  - 18. All work in or adjacent to stream waters shall be conducted in a dry work area. Approved BMP measures from the most current version of NCDOT Construction and Maintenance Activities manual such as sandbags, rock berms, cofferdams and other diversion structures shall be used to prevent excavation in flowing water.
  - 19. Heavy equipment shall be operated from the banks rather than in the stream channel in order to minimize sedimentation and reduce the introduction of other pollutants into the stream.
  - 20. All mechanized equipment operated near surface waters must be regularly inspected and maintained to prevent contamination of stream waters from fuels, lubricants, hydraulic fluids, or other toxic materials.
  - 21. No rock, sand or other materials shall be dredged from the stream channel except where authorized by this certification.
  - 22. Discharging hydroseed mixtures and washing out hydroseeders and other equipment in or adjacent to surface waters is prohibited.
  - 23. The permittee and its authorized agents shall conduct its activities in a manner consistent with State water quality standards (including any requirements resulting from compliance with §303(d) of the Clean Water Act) and any other appropriate requirements of State and Federal law. If NCDWQ determines that such standards or laws are not being met (including the failure to sustain a designated or achieved use) or that State or federal law is being violated, or that further conditions are necessary to assure compliance, NCDWQ may reevaluate and modify this certification.
  - 24. All fill slopes located in jurisdictional wetlands shall be placed at slopes no flatter than 3:1, unless otherwise authorized by this certification..
  - 25. A copy of this Water Quality Certification shall be maintained on the construction site at all times. In addition, the Water Quality Certification and all subsequent modifications, if any, shall be maintained with the Division Engineer and the on-site project manager.
  - 26. The outside buffer, wetland or water boundary located within the construction corridor approved by this authorization shall be clearly marked by highly visible fencing prior to any land disturbing activities. Impacts to areas within the fencing are prohibited unless otherwise authorized by this certification.
  - 27. The issuance of this certification does not exempt the Permittee from complying with any and all statutes, rules, regulations, or ordinances that may be imposed by other government agencies (i.e. local, state, and

federal) having jurisdiction, including but not limited to applicable buffer rules, stormwater management rules, soil erosion and sedimentation control requirements, etc.

- 28. The Permittee shall report any violations of this certification to the Division of Water Quality within 24 hours of discovery.
- \* 29. Upon completion of the project (including any impacts at associated borrow or waste sites), the NCDOT Division Engineer shall complete and return the enclosed "Certification of Completion Form" to notify NCDWQ when all work included in the 401 Certification has been completed.
  - 30. Native riparian vegetation must be reestablished in the riparian areas within the construction limits of the project by the end of the growing season following completion of construction.
  - 31. There shall be no excavation from, or waste disposal into, jurisdictional wetlands or waters associated with this permit without appropriate modification. Should waste or borrow sites, or access roads to waste or borrow sites, be located in wetlands or streams, compensatory mitigation will be required since that is a direct impact from road construction activities.
  - 32. Erosion and sediment control practices must be in full compliance with all specifications governing the proper design, installation and operation and maintenance of such Best Management Practices in order to protect surface waters standards.
    - a. The erosion and sediment control measures for the project must be designed, installed, operated, and maintained in accordance with the most recent version of the North Carolina Sediment and Erosion Control Planning and Design Manual.
    - b. The design, installation, operation, and maintenance of the sediment and erosion control measures must be such that they equal, or exceed, the requirements specified in the most recent version of the North Carolina Sediment and Erosion Control Manual. The devices shall be maintained on all construction sites, borrow sites, and waste pile (spoil) projects, including contractor-owned or leased borrow pits associated with the project.
    - c. For borrow pit sites, the erosion and sediment control measures must be designed, installed, operated, and maintained in accordance with the most recent version of the North Carolina Surface Mining Manual.
    - d. The reclamation measures and implementation must comply with the reclamation in accordance with the requirements of the Sedimentation Pollution Control Act.
  - 33. Sediment and erosion control measures shall not be placed in wetlands or waters unless otherwise approved by this Certification.

Violations of any condition herein set forth may result in revocation of this Certification and may result in criminal and/or civil penalties. This Certification shall become null and void unless the above conditions are made conditions of the Federal 404 and/or Coastal Area Management Act Permit. This Certification shall expire upon the expiration of the 404 or CAMA permit.

If you wish to contest any statement in the attached Certification you must file a petition for an administrative hearing. You may obtain the petition form from the office of Administrative hearings. You must file the petition with the office of Administrative Hearings within sixty (60) days of receipt of this notice. A petition is considered filed when it is received in the office of Administrative Hearings during normal office hours. The Office of Administrative Hearings accepts filings Monday through Friday between the hours of 8:00am and 5:00pm, except for official state holidays. The original and one (1) copy of the petition must be filed with the Office of Administrative Hearings.

The petition may be faxed-provided the original and one copy of the document is received by the Office of Administrative Hearings within five (5) business days following the faxed transmission.

The mailing address for the Office of Administrative Hearings is:

Office of Administrative Hearings 6714 Mail Service Center Raleigh, NC 27699-6714 Telephone: (919)-431-3000, Facsimile: (919)-431-3100 A copy of the petition must also be served on DENR as follows:

Mr. William Cary, General Counsel Department of Environment and Natural Resources 1601 Mail Service Center Raleigh, NC 27699-1601

This the 24th day of September 2012

DIVISION OF WATER QUALITY

Charles Wakild

Director

WQC No. 3942

**R-36** 



North Carolina Department of Environment and Natural Resources

Division of Water Quality Charles Wakild, P. E. Director MAR 5 2013

COURCES

DIVINION TO BOUNDAYS PDEA-OFFICE John E. Skvarla, III.

.. Secretary

February 25, 2013

Dr. Greg Thorpe, PhD., Manager Project Development and Environmental Analysis North Carolina Department of Transportation 1598 Mail Service Center Raleigh, North Carolina, 27699-1598

Subject: Modification of 401 Water Quality Certification Pursuant to Section 401 of the Federal Clean Water with

ADDITIONAL CONDITIONS for Proposed improvements to NC 24 from SR 1853 (John Nunnery Rd.) in Cumberland County to US 421-701/SR 1296 (Sunset Avenue) in Sampson County, Federal Aid Project

No. STPNHF-F-8-2(17), WBS No. 34416. TIP R-2303B.

NCDWQ Project No. 20120240v.2

Dear Dr. Thorpe:

Pat McCrory

Governor

Attached hereto is a modification of Certification No. 3942 issued to The North Carolina Department of Transportation (NCDOT) dated September 24, 2012.

If we can be of further assistance, do not hesitate to contact us.

Sincerely,

Charles Wakild Director

#### Attachments

cc: Brad Shaver, US Army Corps of Engineers, Wilmington Field Office (electronic copy only)
Greg Burns, PE, Division 6 Engineer
Jim Rerko, Division 6 Environmental Officer
Chris Militscher, Environmental Protection Agency (electronic copy only)
Gary Jordan, US Fish and Wildlife Service (electronic copy only)
Travis Wilson, NC Wildlife Resources Commission
Jason Elliott, NCDOT, Roadside Environmental Unit
Jim Stanfill, Ecosystem Enhancement Program
Sonia Carrillo, NCDWQ Central Office
File Copy

Transportation and Permitting Unit 1650 Mail Service Center, Raleigh, North Carolina 27699-1617 Location: 512 N. Salisbury St. Raleigh, North Carolina 27604 Phone: 919-807-6300 \ FAX: 919-807-6492 Internet: <a href="www.nowaterquality.org">www.nowaterquality.org</a>

NorthCarolina Naturally

## Modification to the 401 Water Quality Certification Pursuant to Section 401 of the Federal Clean Water Act with ADDITIONAL CONDITIONS

THIS CERTIFICATION is issued in conformity with the requirements of Section 401 Public Laws 92-500 and 95-217 of the United States and subject to the North Carolina Division of Water Quality (NCDWQ) Regulations in 15 NCAC 2H .0500. This certification authorizes the NCDOT to impact an additional 10.35 acres of jurisdictional wetlands, 1.65 acres of waters and 439 linear feet of jurisdictional streams in Cumberland and Sampson Counties for the construction of R-2303B only. The project shall be constructed pursuant to the revised application dated received February 15, 2013and revisions received electronically on February 25, 2012. No impacts to Sections C, D or F are being authorized with this certification. The authorized impacts are as described below:

Stream Impacts in the Cape Fear River Basin

Cit	Ct . t'	Stream Impa				T . 1	
Site	Station	Permanent	Temporary	Permanent	Temporary	Total	Stream
1		Fill in	Fill in	Fill in	Fill in	Stream	Impacts
		Intermittent	Intermittent	Perennial	Perennial	Impact	Requiring
		Stream	Stream	Stream	Stream	(linear ft)	Mitigation
		(linear ft)	(linear ft)	(linear ft)	(linear ft)	(	(linear ft)
			R-2303A <sup>(1)</sup>			AD 22 + 52 E	less for any 2 con-
de la companya de la	Total	0	0	572	27	599	278
	Control of the Contro		R-2303B				
7 <b>A</b>	431+78 to 434+23-L-	158	0	0	0	158	158
21	712+14 to 714+41-L-	0	0	193 <sup>(2)</sup>	88	281	241
	Total	158	0	193 <sup>(2)</sup>	88	439	351
			R-2303C <sup>(3)</sup>				
	Total	-	-	2,990	301	3,291	-
			R-2303D <sup>(3)</sup>	1224123		regulari k	
	Total	-	· -	1,792	77	1,869	-
			R-2303E <sup>(3)</sup>				
	Total	_		1,336	155	1,491	-
	All the contract of the contra		R-2303F <sup>(3)</sup>	100000000000000000000000000000000000000			
	Total	_	-	3,859	294	4,153	-
			Project Tota				
	Project Total	158	-	10,742	942	11,842	

<sup>(1)</sup> Impacts authorized in the original 401 certification dated September 24, 2012. (2) Includes 55 linear feet of bank stabilization. (3) Sections C through F stream impacts are projected based on preliminary design and include perennial and intermittent systems.

Total Stream Impact for Project: 11,842 linear feet (439 linear feet for Section B)

Wetland Impacts in the Cape Fear River Basin

Site	Station	Wetland Type <sup>(1)</sup>	Fill (ac)	Fill (temporary) (ac)	Excavation (ac)	Mechanized Clearing (ac)	Hand Clearing (ac)	Total Wetland Impact (ac)	Impacts Requiring Mitigation (ac)
	77 C 146			R-230	3A <sup>(2)</sup>	Application of the second			
	Total		6.73	0	0.04	0.91	0	7.68	7.68
	Market Street Street	<b>斯森国工</b> 员		R-23	03B		10 A	1000 - 161 JU	17, 28, 21
1	388+00 to 391+28-L-	R	1.26	0	0	0.14	0	1.40	1.40
2	391+28 to 402+13-L-	R	0	0	0.09	< 0.01	3.53	3.62	0.09
3	14+18 to 15+09-Y13- RT	NR	0.01	0	0	0.02	0	0.03	0.03
5	425+57 to 426+51-L-LT	R	0.02	0	0	0.02	0	0.04	0.04
7B	431+78 to 434+23-L-	R	0.23	0	0.01	0.03	0	0.27	0.27
8	437+97 to 439+15-L-RT	NR	0.07	0	0	0.02	0	0.09	0.09
10 <sup>(3)</sup>	542+45 to 545+21-L-LT	NR	0.09	0	0	0.06	0	0.15	0.15
11	554+06 to 558+53-L-LT	NR	0.01	0	0	0.10	0	0.11	0.11
12	554+38 to 557+27-L-RT	NR	0.28	0	0	0.03	0 -	0.31	0.31
14	623+20 to 624+12-L-RT	NR	0.10	0	0.03	< 0.01	0	0.13	0.13
15	654+75 to 663+38-L-	R	2.13	0	0	0.41	0.17	2.71	2.54

									7
16	669+18 to 670+85-L-LT	NR	0.26	0	0	0.06	00	0.32	0.32
17	670+13 to 672+92-L-RT	NR	0.05	0	0	0.02	0	0.07	0.07
21	712+14 to 714+41-L-	R	0.13	0.12	0.01	0.06	0	0.32	0.20
				R-2303B U	TILITIES				
1	472+00-L-	NR	0	0	0	0	0.6	0.6	0
3	545+00-L-	NR	0	0	0.01	0	0	0.01	0.01
4	584+00-L-	NR	0	0	0.10	0	0	0.10	0.10
6	670+00-L-	NR	0	0	0.01	0	0.02	0.03	0.01
7	713+00-L-	R	0	0	0.04	0	0	0.04	0.04
	Total	4.64	0.12	0.30	0.97	4.32	10.35	5.91	
				R-230	3C <sup>(4)</sup>				
	Total		12.13	0	-	-	-	12.13	-
				R-230	3D <sup>(4)</sup>				
	Total		8.38	0	-	-	•	8.38	-
				R-230	3E <sup>(4)</sup>				
	Total		1.58	0	-	-	_	1.58	_
		59.55	10.66	R-230	3F <sup>(4)</sup>		4,4-,		100
ham to Hamilton	Total		21.80	0	-	-	_	21.80	-
		•		Project	Total				
	Project Total		55.26	0.12	0.34	1.88	4.32	61.92	_
	(1) W-41 1 T D D:		-· · (	2) -		1 101 115 11	1 10	1 04 0010	

(1) Wetland Type: R = Riparian; NR=Non-Riparian, (2) Impacts authorized in the original 401 certification dated September 24, 2012.

Total Wetland Impact for Project: 61.92 (10.35 acres for Section B)

Open Water (Ponds/Tributary) Impacts in the Cape Fear River Basin

Site	Station	Permanent Fill in Open Waters (ac)	Temporary Fill in Open Waters (ac)	Total Fill in Open Waters (ac)
		R-2303A <sup>(1)</sup>		
	Total	0.72	0	0.72
		R-2303B		Turn Kines
4	424+51 to 426+05-L-LT	0.25	0	0.25
6	430+34 to 432+25-L-RT	0.19	0	0.19
9	438+58 to 441+68-L-LT	0.73	0	0.73
13	576+76 to 576+89-L-RT	<0.01	<0.01	< 0.01
18	674+45 to 674+81-L-RT	<0.01	<0.01	< 0.01
19	680+56 to 684+21-L-LT	0.44	0	0.44
20	681+95 to 682+15-L-RT	<0.01	<0.01	< 0.01
	Total	1.63	0.02	1.65
	Section A & B Total	2.35	0.02	2.37

\*Open Water Impacts for Sections C through F have not been projected based on preliminary design.

(1) Impacts authorized in the original 401 certification dated September 24, 2012.

Total Open Water Impact for Sections A & B: 0.72 acres. (1.65 acres for Section B)

The application provides adequate assurance that the discharge of fill material into the waters of the Cape Fear River Basin in conjunction with the proposed development will not result in a violation of applicable Water Quality Standards and discharge guidelines. Therefore, the State of North Carolina certifies that this activity will not violate the applicable portions of Sections 301, 302, 303, 306, 307 of PL 92-500 and PL 95-217 if conducted in accordance with the application and conditions hereinafter set forth.

This approval is only valid for the purpose and design that you submitted in your modified application dated received February 15, 2013 and revisions received electronically on February 25, 2012. All the authorized activities and conditions of certification associated with the original Water Quality Certification dated September 24, 2012 still apply except where superceded by this certification. Should your project change, you are required to notify NCDWQ and submit a new application. If the property is sold, the new owner must be given a copy of this Certification and approval letter, and is thereby responsible for complying with all the conditions. If any additional wetland impacts, or stream impacts, for this project (now or in the future) exceed one acre or 150 linear feet, respectively, additional compensatory mitigation may be required as described in 15A NCAC 2H .0506 (h) (6) and (7). For this approval to remain valid, you are required to comply with all the conditions listed below. In addition, you should obtain all other federal, state or local permits before proceeding with your project including (but not

<sup>(3)</sup>Resource is regulated by DWQ only, (4) Sections C through F wetland impacts projected based on preliminary design.

limited to) Sediment and Erosion control, Coastal Stormwater, Non-discharge and Water Supply watershed regulations. This Certification shall expire on the same day as the expiration date of the corresponding Corps of Engineers Permit.

#### Condition(s) of Certification:

#### **Project Specific Conditions**

- This modification is applicable only to the additional proposed activities. All of the authorized activities and conditions of certification associated with the original Water Quality Certification dated September 24, 2012 still apply except where superseded by this certification
- The post-construction removal of any temporary bridge structures must return the project site to its preconstruction contours and elevations. The impacted areas shall be revegetated with appropriate native species.
- Strict adherence to the most recent version of NCDOT's Best Management Practices For Bridge Demolition
  and Removal approved by the US Army Corps of Engineers is a condition of the 401 Water Quality
  Certification.
- 4. Bridge piles and bents shall be constructed using driven piles (hammer or vibratory) or drilled shaft construction methods. More specifically, jetting or other methods of pile driving are prohibited without prior written approval from NCDWQ first.
- 5. Bridge deck drains shall not discharge directly into the stream. Stormwater shall be directed across the bridge and pre-treated through site-appropriate means (grassed swales, pre-formed scour holes, vegetated buffers, etc.) before entering the stream. Please refer to the most current version of Stormwater Best Management Practices.
- 6. The project must be constructed in accordance with the Stormwater Management Plan submitted in the application and dated September 27, 2011.
- 7. Native material shall be placed inside of the reinforced concrete box culverts at Permit Site 21 to provide a natural streambed in the low flow channel and floodplain benches between the sills in the overflow barrels. If possible, the material placed inside of the culvert should be the same native material that is excavated from the streambed and/or floodplain during the construction of these structures. Rip rap is not permissible in the low flow channel; however it may be used to supplement the natural material in the overflow barrels.
- 8. Compensatory mitigation for 351 linear feet of impact to streams is required. We understand that you have chosen to perform compensatory mitigation for impacts to streams through the North Carolina Ecosystem Enhancement Program (EEP), and that the EEP has agreed to implement the mitigation for the project. EEP has indicated in a letter dated February 19, 2013 that they will assume responsibility for satisfying the federal Clean Water Act compensatory mitigation requirements for the above-referenced project, in accordance with the EEP Mitigation Banking Instrument signed July 28, 2010.
- 9. Compensatory mitigation for impacts to 1.33 acres of non-riparian wetlands is required. We understand that you have chosen to perform compensatory mitigation for impacts to non-riparian wetlands through the North Carolina Ecosystem Enhancement Program (EEP), and that the EEP has agreed to implement the mitigation for the project. EEP has indicated in a letter dated February 19, 2013that they will assume responsibility for satisfying the federal Clean Water Act compensatory mitigation requirements for the above-referenced project, in accordance with the EEP Mitigation Banking Instrument signed July 28, 2010.
  - 10. Compensatory mitigation for impacts to 4.58 acres of riparian wetlands is required. The permittee shall comply with the revised on-site wetland mitigation plan Sites B-1 and B-2 submitted on February 22, 2013. All on-site mitigation sites shall be protected in perpetuity by a conservation easement or through NCDOT fee simple acquisition and recorded in the NCDOT Natural Environment Unit mitigation geodatabase.
  - 11. For the forested wetland restoration mitigation sites B-1 and B-2, the permittee shall plant 680 stems/acre. Vegetation success shall be measured by survivability over a 5-year monitoring period. Survivability will be based on 320 stems/acre after three (3) years and 260 stems after five (5) years. A survey of vegetation during the growing season shall be conducted annually over the five-year monitoring period and submitted

## R-40

to the NC Division of Water Quality. If the surviving vegetation densities are below the required thresholds after the five-year monitoring period, the site may still be declared successful at the discretion of and with written approval from the NC Division of Water Quality.

- 12. For the wetland mitigation sites located from B-1 and B-2, hydrologic success of the sites will be attained by restoration of a hydrologic regime that results in inundation or saturation of the soils within 12 inches of the ground surface for at least 12.5 percent of the growing season. The hydrologic monitoring shall persist for a total of five (5) years. At the end of the monitoring period, NCDWQ will review the monitoring results for the mitigation site. Based on the results of the monitoring, NCDWQ will determine if the mitigation site is successful or if additional maintenance and monitoring is necessary to demonstrate site success.
- 13. Success of the mitigation site shall be determined by NCDWQ during an on-site visit at or near the end of the monitoring period.
- 14. When final design plans are completed for R-2303 Section(s) E through F, a modification to the 401 Water Quality Certification shall be submitted with five copies and fees to the NC Division of Water Quality. Final designs shall reflect all appropriate avoidance, minimization, and mitigation for impacts to wetlands, streams, and other surface waters, and buffers. No construction activities that impact any wetlands, streams, surface waters, or buffers located in R-2303 Section(s) C through F shall begin until after the permittee applies for, and receives a written modification of the 401 Water Quality Certification and the from the NC Division of Water Quality.

Violations of any condition herein set forth may result in revocation of this Certification and may result in criminal and/or civil penalties. This Certification shall become null and void unless the above conditions are made conditions of the Federal 404 and/or Coastal Area Management Act Permit. This Certification shall expire upon the expiration of the 404 or CAMA permit.

If you wish to contest any statement in the attached Certification you must file a petition for an administrative hearing. You may obtain the petition form from the office of Administrative hearings. You must file the petition with the office of Administrative Hearings within sixty (60) days of receipt of this notice. A petition is considered filed when it is received in the office of Administrative Hearings during normal office hours. The Office of Administrative Hearings accepts filings Monday through Friday between the hours of 8:00am and 5:00pm, except for official state holidays. The original and one (1) copy of the petition must be filed with the Office of Administrative Hearings.

The petition may be faxed-provided the original and one copy of the document is received by the Office of Administrative Hearings within five (5) business days following the faxed transmission.

The mailing address for the Office of Administrative Hearings is:

Office of Administrative Hearings 6714 Mail Service Center Raleigh, NC 27699-6714

Telephone: (919)-431-3000, Facsimile: (919)-431-3100

A copy of the petition must also be served on DENR as follows:

Mr. Lacy Presnell, General Counsel Department of Environment and Natural Resources 1601 Mail Service Center Raleigh, NC 27699-1601

This the 25th day of February 2013

DIVISION OF WATER QUALITY

arles Wakild Director Mitigation Plan

NC Highway 24 Improvements Sampson County, North Carolina T.I.P. Number R-2303 WBS No. 34416 February 22, 2013

Transportation Improvement Project (TIP) R-2303 involves improvements to existing NC Highway 24 from 2.8 miles eastward of Interstate 95 (I-95) in Cumberland County to Interstate 40 (I-40) in Duplin County. The project is located within USGS Hydrologic Cataloging Unit (HUC) 03030006, and NC Division of Water Quality (NCDWQ) sub-basins 03-06-18 and 03-06-19 within the Cape Fear River Basin. NCDOT proposes to mitigate for permanent impacts to jurisdictional areas requiring mitigation through the following sources: NCDOT Umbrella Mitigation Banking Instrument (UMBI), onsite mitigation, and the Ecosystem Enhancement Program (EEP).

## NCDOT UMBI SITE – PRIVATEER FARM (ONE ID #026-005)

The Privateer Farm stream and wetlands restoration site is located in USGS HUC 03030005 and NCDWQ Cape Fear River sub-basins 15 and 16 along Little Alligator Swamp and Harrison Creek. It is located in the Southeastern Plains Level III Ecoregion (Southeastern Floodplains and Low terraces Level IV Ecoregion) and includes portions of Cumberland and Bladen counties, approximately 6 miles from the southern boundary of CU 03030004. The Site has been closed out for monitoring and was incorporated into NCDOT's UMBI.

The NCDOT debit ledger below (as of July 24, 2012) includes the debit of 7.38 acres of riparian wetland restoration to mitigate for 2.46 acres of riparian impact for R-2303A at a 3:1 ratio.

Site Name	River Basin	HUC	Mitigation Type	Transfer from EEP	Available	TIP Debit	TIP Debit	TIP Debit
Privateer	Cape	1100	Type	LLI	Available	Debit	U-2519	III Debit
Site	Fear	3030005				U-2519**	MOD**	R-2303A**
**Out of			Warm	,				
service			Stream					
area	* ***		Restoration	25,676	7,157	18,519		
ratios:			Riverine					
1.5:1			Wetland				}	
ratio for			Restoration	185.58	32.22	145.29	0.69	7.38
stream								
impacts				1				
3:1 for								
wetland								
impacts								

## **ON-SITE MITIGATION**

## 1.0 BASELINE INFORMATION

TIP R-2303 involves improvements to existing NC Highway 24 from 2.8 miles eastward of Interstate 95 (I-95) in Cumberland County to Interstate 40 (I-40) in Duplin County. The study corridor for this project ranges from 400 feet wide for widening sections to 1000 feet wide for bypass areas and is situated within the inner Coastal Plain physiographic province. Topography within the study area is described as nearly level to sloping with the majority of the topographic breaks found near the larger wetland systems. Land use within the project study area between towns is mostly rural in nature and includes a mixture of agricultural, residential, silvicultural, and industrial uses.

The project is located within USGS Hydrologic Cataloging Unit 03030006, and NC Division of Water Quality (NCDWQ) sub-basins 03-06-18 and 03-06-19 within the Cape Fear River Basin. Sub-basin 03-06-18 includes the South River and its tributaries as well as Big Swamp and its tributaries while sub-basin 03-06-19 includes Little Coharie Creek, Bearskin Swamp, Moccasin Branch, Great Coharie Creek, Six Runs Creek, and Buckhall Creek along with all their tributaries.

The R-2303 Natural Resources Technical Report (NRTR) dated January 2004 provides further details concerning existing roadway/project study area conditions and jurisdictional resources. The mitigation site selection and mitigation work plan sections of this plan will refer to the identification labels given the affected jurisdictional resources in that document as well as the Final Environmental Impact Statement (FEIS) dated 3-31-2010.

#### 2.0 SITE SELECTION

## **R-2303B Mitigation Site 1 (ONE ID #082-007)**

This site begins on plan sheet 8 south of Station 423+50 Rt. at the existing intersection of Gray Street and Old Stage Road and ends south of Station 439 Rt. on plan sheet 9. It is part of the South River watershed and involves a series of ponds (43 and 45) as well as three jurisdictional wetlands (42, 44 and 46), and one intermittent stream (SR4) that flows out of pond 43. Lynn Haven sand, a hydric soil in Sampson County, is the soil type found within this area.

## **R-2303B Mitigation Site 2 (ONE ID #082-008)**

This site begins on plan sheet 26 at Sta. 680+20 Lt. at the ROW line and ends on plan sheet 27 at Sta. 685+50.38 Lt. at Boren Brick Road. The pond (88) will be drained as part of the construction of R-2303B. Currently, the pond connects a jurisdictional wetland area upstream to jurisdictional wetlands and a UT to Big Swamp downstream through a series of pipes under Boren Brick Road and existing NC Hwy 24. The existing wetland system above Boren Brick Road, wetland 88A, will

be used as the reference wetland system.

## **R-2303C Mitigation Site 1 (ONE ID #082-009)**

This site is located on plan sheet 23 from approximately Sta. 1000 to 1005 Lt. The pond (133) will be drained as part of the construction of R-2303B. The pond is surrounded by Wagram loamy sand soils. It has a headwater wetland system located adjacent to its northeastern corner and outflows into a UT to Little Coharie (LC11) through a 36" pipe under existing NC Hwy 24.

## R-2303D Mitigation Site 1 (ONE ID #082-010)

This site is located on plan sheet 18 northwest of approximate Sta. 1290 to 1295 Lt. Wetland 161 located adjacent to NC Hwy 24 is a riparian wetland that is bisected by the existing causeway of NC 24. A portion of Wetland 161 has been clear cut. This wetland also includes an excavated pond and side cast spoil. Soils within this mitigation area are either Johns fine sandy loam or Kalmia sandy loam. Both are non-hydric with hydric inclusions in Sampson County.

## **R-2303D Mitigation Site 2 (ONE ID #082-011)**

This site is located on plan sheet 20 from approximately Sta. 1321+50 Lt. to Sta. 1325+50 Lt. on plan sheet 21. It is bordered on the north and west by wetland 165 and on the east by wetland 167. The soils in this area are mapped as Paxville fine loamy sand, a hydric soil in Sampson County. Wetland 165 is part of a 4600 acre NCEEP high quality wetland mitigation site known as the Great Coharie Tract (GCT). An old abandoned causeway extends into the wetland from NC Hwy 24.

#### 3.0 SITE PROTECTION INSTRUMENT

The mitigation areas are presently located within or will be located within the NCDOT Right-of-Way for the project. They will be managed to prohibit all use inconsistent with its use as mitigation property, including any activity that would materially alter the biological integrity or functional and educational value of the site, consistent with the mitigation plan.

The site is designated on the plan sheets as a mitigation area and will placed on the Natural Environment Section's Mitigation GeoDatabase. This database is provided to all NCDOT personnel as a record of mitigation sites and their attributes, including prohibited activities. NCDOT is held by virtue of the permit associated with this mitigation site and the associated roadway impacts to protect the site in perpetuity.

## 4.0 OBJECTIVES

The goal of the proposed onsite mitigation is to mitigate for impacts due to R-2303 by restoring adjacent wetland and stream systems to their natural conditions through the removal of the degrading factors of ponding, fill, and disturbance. This will be achieved on seven individual sites

described below for a total of 15.89 acres of wetland and 900 feet of stream.

## **5.0 MITIGATION WORK PLAN**

Each mitigation site will be constructed along with the construction of its associated section of the roadway project. Following the successful completion of site grading and stabilization, each site will be replanted with appropriate native tree species. Wetland restoration areas will be planted with a mix of bare-root tree species at a density of 680 stems per acre. The stream restoration areas will be stabilized by planting a mix of live stakes on three foot centers and matting with coir fiber on the banks as necessary. Reforestation plans for each can be found in Appendix B.

Native wetland seed and mulch will be applied on all disturbed areas within the mitigation sites for stabilization purposes according to guidance and standard procedures of NCDOT's Roadside Environmental Unit. An as-built report will be submitted within 60 days of completion of the project.

The Natural Environment Section shall be contacted to provide construction assistance to ensure that each mitigation area is constructed appropriately.

## R-2303B Mitigation Site 1

NCDOT will drain P43 and P45 in conjunction with the construction of R-2303B. Based on topography and soils, the draining of these two features will result in restoration of a total of 1.84 acres of riparian wetlands. It will also result in the enhancement of 5.41 acres of wetlands (wetlands 42 and 44) and the preservation of 0.23 acres at wetland 46.

#### R-2303B Mitigation Site 2

NCDOT will restore 2.19 acres of riparian wetlands at Site 2. The pond associated with this mitigation area, identified as 88 in the NRTR, will be drained as part of the construction of R-2303B. The existing 30" pipe under NC Hwy 24 will be replaced and the invert of the new structure will be adjusted to assist in the wetland restoration within the drained pond 88.

Wetland 88a is a riparian wetland located on the east side of Boren Brick Road. It will be used as a reference for the reforestation plan of wetland restoration within pond 88. Soils within this wetland as well as adjacent to the pond are mapped as Aycock silt loam, a non-hydric soil in Sampson County, as well as Nahunta loam, a non-hydric soil with hydric inclusions.

## R-2303C Mitigation Site 1

The pond associated with this mitigation area, identified as 133 in the NRTR, will be drained as part of the construction of R-2303C. The existing pipe under NC Hwy 24 will be replaced and the invert of the new structure will be adjusted to assist in the wetland and stream restoration within the drained pond 133. This new structure will outfall into LC11, a UT to Little Coharie. LC11 has a C Sw classification and is a Rosgen E type channel. Based on valley length and topography, NCDOT will restore 550 ft. of the stream system within this drained pond area as well as restore 2.5 acres of riparian wetlands.

## R-2303D Mitigation Site 1

This site involves removing a portion of pavement and causeway along existing NC 24 and grading to match elevations within the adjacent Wetland 161. It also involves backfilling the existing pond with material side cast to match the existing, adjacent wetland elevation. The clear cut portion of Wetland 161 within the ROW will be revegetated. This work will result in the restoration of 1.55 acres and enhancement of 1.3 acres of riparian wetland.

## R-2303D Mitigation Site 2

This site involves the removal of an old roadway causeway and grading to match elevations within the adjacent Wetlands 165 and 167. NCDOT will restore 0.87 acres of riparian wetland in this area.

## 6.0 PERFORMANCE STANDARDS

The hydrologic success criteria requires that the site demonstrate saturation or inundation within 12 inches of the soil surface for a consecutive 12.5% of the growing season during years of normal rainfall. Groundwater monitoring gauge will be installed in existing, adjacent reference wetlands where practical and feasible for comparison to groundwater gauges throughout the restoration and enhancement (B site 1) areas.

Success for vegetation monitoring within the riparian buffer and wetland areas are based on the survival of at least 260 stems of five year old trees at year five. Assessment of channel stability will be based on the survival of riparian vegetation and lack of significant bank erosion, channel widening or down-cutting.

#### 7.0 MONITORING REQUIREMENTS

Groundwater gauges will be installed within the wetland enhancement (on B Site 1) and restoration areas as for hydrologic monitoring. Gauges will be placed within the enhancement areas pre-construction to collect baseline data for comparison, analysis, and determination of enhancement area boundaries. Number and placement of gauges will be site specific and determined based on contour intervals.

The following components of Level 1 stream restoration monitoring will be performed each year of the 5-year monitoring period: reference photos, visual inspection of channel stability, and plant survival. Specific problem areas and proposed/required remedial action will be identified.

Vegetation monitoring will consist of counts of planted stems within 50 x 50 foot plots established within the restoration and enhancement (D site 1) areas. Plot locations will be randomly selected.

These monitoring activities will be conducted for five years and documented in an annual report distributed to the regulatory agencies.

## 8.0 OTHER INFORMATION

N/A

## 9.0 DETERMINATION OF CREDITS

Based on field and meeting discussions with agency representatives and per the NCDOT plans and 401/404 permit application for R-2303; NCDOT proposes the following types of mitigation and ratios for each site.

Roadway	Wetland	Wetland	Wetland	Stream	Stream
Section	Restoration	Enhancement	Preservation	Restoration	Preservation
Site	Acres	Acres	Acres	Feet	Feet
Number	(1:1)	(5:1)	(10:1)	(1:1)	(10:1)
B Site1	1.84	5.41	0.23		
B Site 2	2.19	-	-	-	-
C Site 1	2.5	-	-	550	-
D Site 1	1.55	1.3	-	<u>-</u>	-
D Site 2	0.87	-		-	-

An as-built report will be submitted within 60 days of completion of the each mitigation site to verify actual mitigation areas constructed and planted. The success of the mitigation areas and determination of final credits will be based upon successful completion and closeout of the monitoring period.

## 9.1 CREDIT RELEASE SCHEDULE

NCDOT proposes immediate, full release of the proposed mitigation as on-site mitigation for unavoidable impacts associated with R-2303.

## 10.0 GEOGRAPHIC SERVICE AREA

The proposed Geographic Service Area (GSA) for the mitigation sites is composed of the 8-digit Hydrologic Cataloging Unit (HUC) 03030006.

## 11.0 MAINTENANCE PLAN

The mitigation site will be held by NCDOT and placed on the NES mitigation geodatabase. Once monitoring is completed and the site is closed out, it will be placed in the NCDOT Stewardship Program for long term maintenance and protection.

If an appropriate third party recipient is identified in the future, then the transfer of the property will include a conservation easement or other measure to protect the natural features and mitigation value of the site in perpetuity.

## 12.0 LONG TERM ADAPTIVE MANAGEMENT PLAN

The sites will be managed by the NCDOT according to the mitigation plan. Beaver management will be instituted during the monitoring period if necessary. Encroachments into the mitigation areas will be investigated and appropriate measures taken to minimize any negative effects. In the event that unforeseen issues arise that affect the management of the site, any remediation will be addressed by NCDOT in coordination with the Interagency Review Team.

## 13.0 FINANCIAL ASSURANCES

NCDOT is held by permit conditions associated with R-2303 to preserve the mitigation areas. NCDOT has established funds for each project and within each Division to monitor mitigation sites and to protect them in perpetuity.

## ECOSYSTEM ENHANCEMENT PROGRAM

## Mitigation Total for Sections A-F\*

Cape Fear		Stream			Wetland		Buffer	(sq. ft.)
03030006 SICP	Cold	Cool	Warm	Riparian	Non- Riparian	Coastal Marsh	Zone 1	Zone 2
Impacts (feet/acres)	0	0	9186**	31.68	15.11	0	0	0

<sup>\*</sup>See Appendix A for individual EEP Mitigation Acceptance Letters

# **APPENDIX A – EEP letters**

## R-44 B



February 19, 2013

Mr. Gregory J. Thorpe, Ph.D.
Manager, Project Development and Environmental Analysis Unit
North Carolina Department of Transportation
1548 Mail Service Center
Raleigh, North Carolina 27699-1548

Dear Dr. Thorpe:

Subject: EEP Mitigation Acceptance Letter:

R-2303B, NC 24 from SR 1853 (John Nunnery Road) to SR 1404 (Dowdy Road), Cumberland and Sampson Counties

The purpose of this letter is to notify you that the Ecosystem Enhancement Program (EEP) will provide the compensatory stream and non-riparian wetland mitigation for the subject project. Based on the information supplied by you on February 13, 2013, the impacts are located in CU 03030006 of the Cape Fear River basin in the Southern Inner Coastal Plain (SICP) Eco-Region, and are as follows:

Cape Fear	Stream				Wetlands	Buffer (Sq. Ft.)		
03030006 SICP	Cold	Cool	Warm	Riparian	Non- Riparian	Coastal Marsh	Zone 1	Zone 2
Impacts* (feet/acres)	0	0	296	0	1.33	0	0	0

<sup>\*</sup>Some of the stream and wetland impacts may be proposed to be mitigated at a 1:1 mitigation ratio. See permit application for details.

This mitigation acceptance letter replaces the mitigation acceptance letters issued on February 28, 2012 and January 29, 2013. EEP commits to implementing sufficient compensatory non-riparian wetland mitigation credits to offset the impacts associated with this project as determined by the regulatory agencies in accordance with the N.C. Department of Environment and Natural Resources' Ecosystem Enhancement Program In-Lieu Fee Instrument dated July 28, 2010. The stream impact and associated mitigation need were under projected by the NCDOT in the 2013 impact data. EEP will commit to implement sufficient compensatory stream mitigation credits to offset the impacts associated with this project as determined by the regulatory agencies using the delivery timeline listed in Section F.3.c.iii of the N.C. Department of Environment and Natural Resources' Ecosystem Enhancement Program In-Lieu Fee Instrument dated July 28, 2010. If the above referenced impact amounts are revised, then this mitigation acceptance letter will no longer be valid and a new mitigation acceptance letter will be required from EEP.

If you have any questions or need additional information, please contact Ms. Beth Harmon at 919-707-8420.

Sincerely,

Michael Ellison EEP Acting Director

as Stapil for

cc;

Mr. Brad Shaver, USACE – Wilmington Regulatory Field Office Ms. Amy Chapman, Division of Water Quality, Wetlands/401 Unit File: R-2303 B Revised

Restoring... Enhancing... Protecting Our State



## R-44 C



## MITIGATION REQUEST FORM TRI-PARTY MOA (NCDOT)



Revised 3/24/2008

Fill in requested information, print out the form, sign and date, and either mail to EEP, 1652 Mail Service Center, Raleigh, NC 27699-1652, or fax to 919-715-2219. Attachments are acceptable for clarification purposes.

Electronic submissions are permis	ssable; however, a	n acceptance lette	er cannot be sent	until the original s	igned form has	been received.	
NCDOT CONTACT	INFORMA	NOITA		REGULA	TORY C	ONTACT INFORMATION	
Agency/Division	NCDOT-High	ways		USACE Office		Regulatory Field Office	
Branch	PDEA-NEU			USACE Contact		Mr. Brad Shaver	
Mailing Address	1598 Mail Se	rvice Center		Mailing Address		Post Office Box 1890	
City, State, Zip	Raleigh, NC	27699-1598		City, State,	Zip	Wilmington, NC 28402-1890	
Project Manager	Chris Manle	у		USACE Fax Numb		(910) 251-4025	
Telephone Number	(919) 707-60	000		NCDWQ Co	ntact		
E-Mail Address	cdmanley@	dot.state.nc.ı	ıs	Mailing Address			
Supervisor	Chris Rivent	oark		City, State, Zip			
Telephone Number	(919) 707-60	000		NCDWQ Fax	k Number		
PROJECT LOCAT	ION INFOR	RMATION	AND IMP	ACTS			
TIP Number(s)			R-2303 C	. The little of the state of th			
TIP Description			NC 24 FROM	SR 1404 (DOW	DY RD) TO SR	1303 (MITCHELL LOOP RD)	
Current Let Date			7/16/13		* 4		
NCDOT Highway Division			Division 3	·			
NCDOT Highway Division  County(ies)			Sampson				
County(ies) EEP Ecoregion(s)			Southern Inne	er Coastal Plain			
EEP Ecoregion(s) River Basin(s)			Cape Fear				
Cataloging Unit(s) (8-digit)			03030006	03030006			
Warm Cool		1,649					
		Cool					
Total Stream (feet)		Cold					
	4	TOTAL	1,649				
Total Riparian Wetland In	mpact (acres)		7.29				
Total Non-Riparian Wetla	and Impact (ad	cres)	3.69				
Total Coastal Marsh Imp	act (acres)						
	Zone 1 (s	quare feet)					
Total Buffer Impact		quare feet)		·			
OTHER INFORMA	TION						
USACE Action ID Number	er (if known)						
NCDWQ Project Number	(if known)						
NCDCM Project Number	(if known)						
Comments:			<u> </u>				
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New Mitiga	ation Reque	st					
X Revision t	CDCM Project Number (if known)				Date:		

## R-44 D



# MITIGATION REQUEST FORM TRI-PARTY MOA (NCDOT)

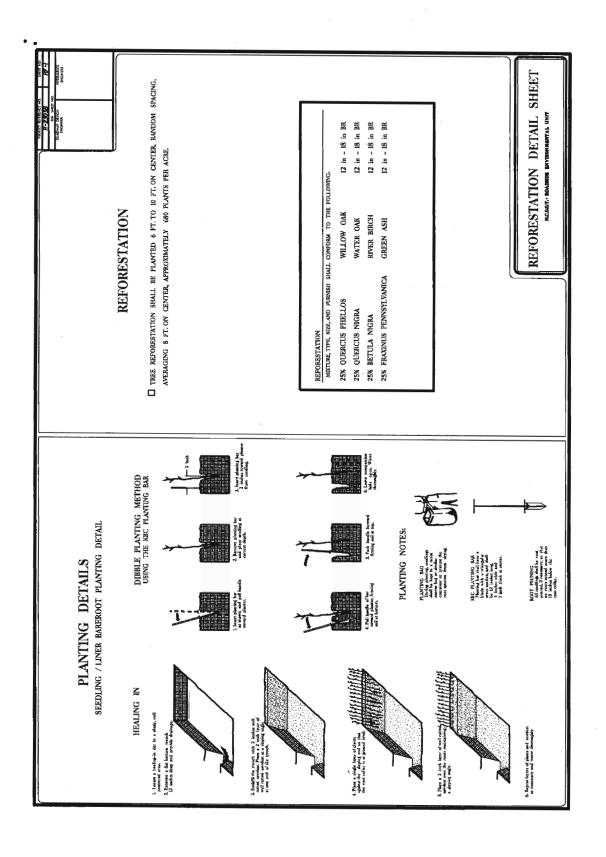


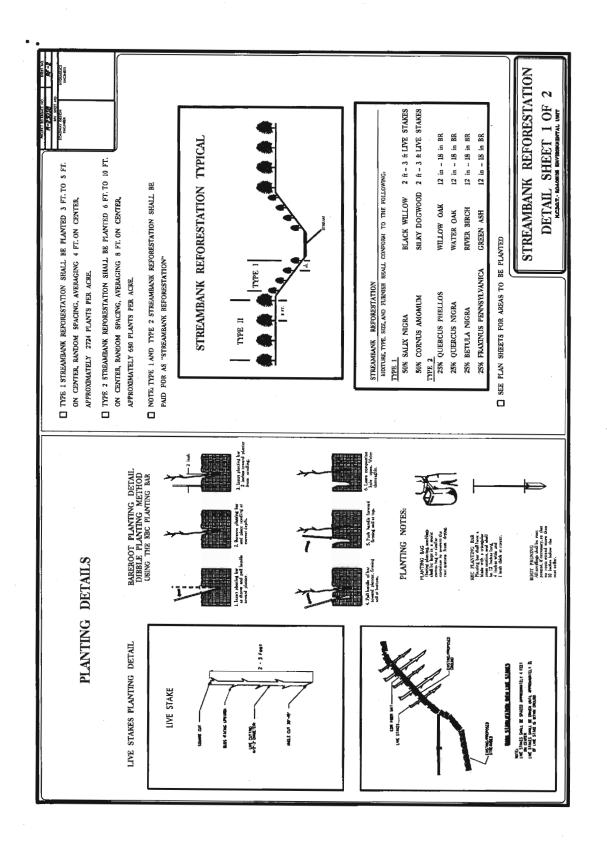
Revised 3/24/2008

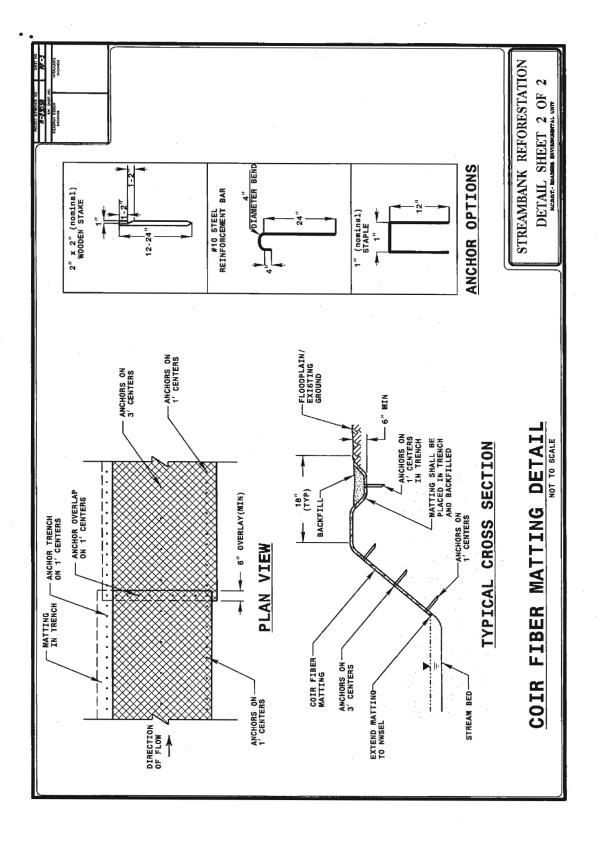
Fill in requested information, print out the form, sign and date, and either mail to EEP, 1652 Mail Service Center, Raleigh, NC 27699-1652, or fax to 919-715-2219. Attachments are acceptable for clarification purposes.

Electronic submissions are permi	ssable; however, ar	acceptance lette	er cannot be sent	until the original si	igned form has	been received.	
NCDOT CONTACT	INFORMA	ATION		REGULA	TORY C	ONTACT IN	IFORMATION
Agency/Division	NCDOT-High	ways		USACE Offic	USACE Office		Field Office
Branch	PDEA-NEU	PDEA-NEU		USACE Contact		Mr. Brad Sh	naver
Mailing Address	1598 Mail Se	rvice Center	Mailing Address		Post Office	Box 1890	
City, State, Zip	Raleigh, NC 2	27699-1598		City, State, Zip		Wilmington	, NC 28402-1890
Project Manager	Chris Manle	y		USACE Fax	Number	(910) 251-4	
Telephone Number	(919) 707-60	000		NCDWQ Co	ntact		
E-Mail Address	cdmanley@	dot.state.nc.ı	us	Mailing Add	ress		
Supervisor	Chris Rivent	oark		City, State,	Zip		
Telephone Number	(919) 707-60	000		NCDWQ Fax	Number		
PROJECT LOCAT	ION INFOR	RMATION	AND IMP	ACTS			
TIP Number(s)			R-2303 D	VINELON EU		E (0.00000000000000000000000000000000000	
TIP Number(s) TIP Description			NC 24 FROM	SR 1303 (MITCH	HELL LOOP R	D) TO US 421-701/	/SR 1296
TIP Description  Current Let Date			7/16/13				
NCDOT Highway Division			Division 3				
County(ies)			Sampson				
EEP Ecoregion(s)			Southern Inn	er Coastal Plain	ļ		
River Basin(s)			Cape Fear	Cape Fear			
Cataloging Unit(s) (8-digit)			03030006	03030006			
Cataloging Unit(s) (8-digit)  Warm  Cool  Total Stream (feet)		1,809					
		Cool					
Total Stream (leet)		Cold					
		TOTAL	1,809				
Total Riparian Wetland I	mpact (acres)		3.35				
Total Non-Riparian Wetl	and Impact (ad	res)	2.53				
Total Coastal Marsh Imp	act (acres)						
Total Buffer Impact	Zone 1 (se	quare feet)					
Total Buller Impact	Zone 2 (s	quare feet)					
OTHER INFORMA	TION						
USACE Action ID Numb	er (if known)						
NCDWQ Project Number	r (if known)						
NCDCM Project Number	(if known)						
Comments:			-				
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# **APPENDIX B – Reforestation Details**







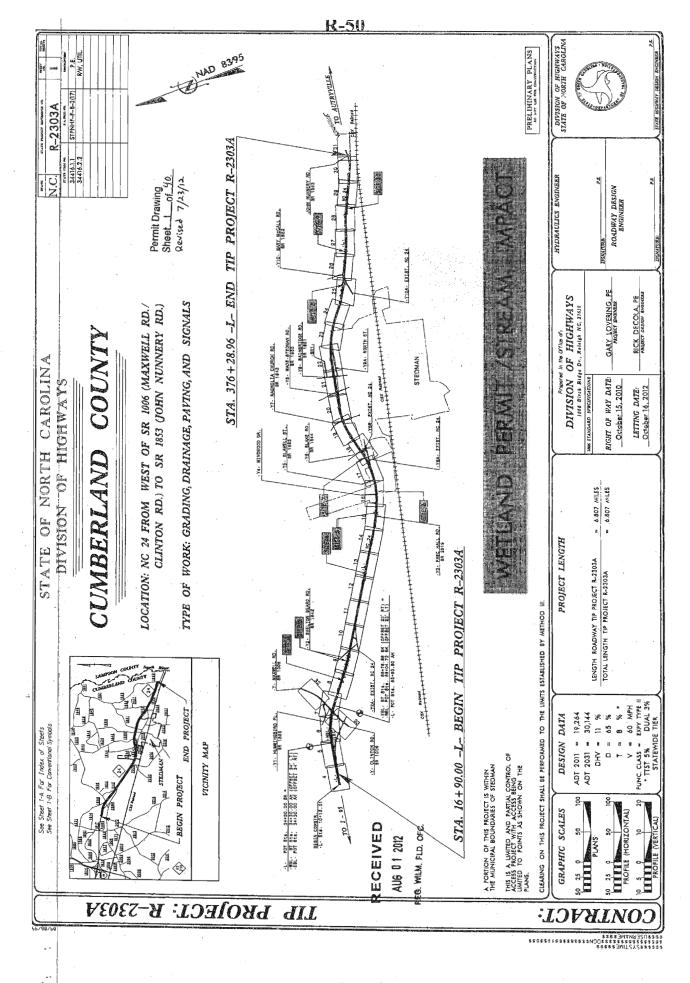


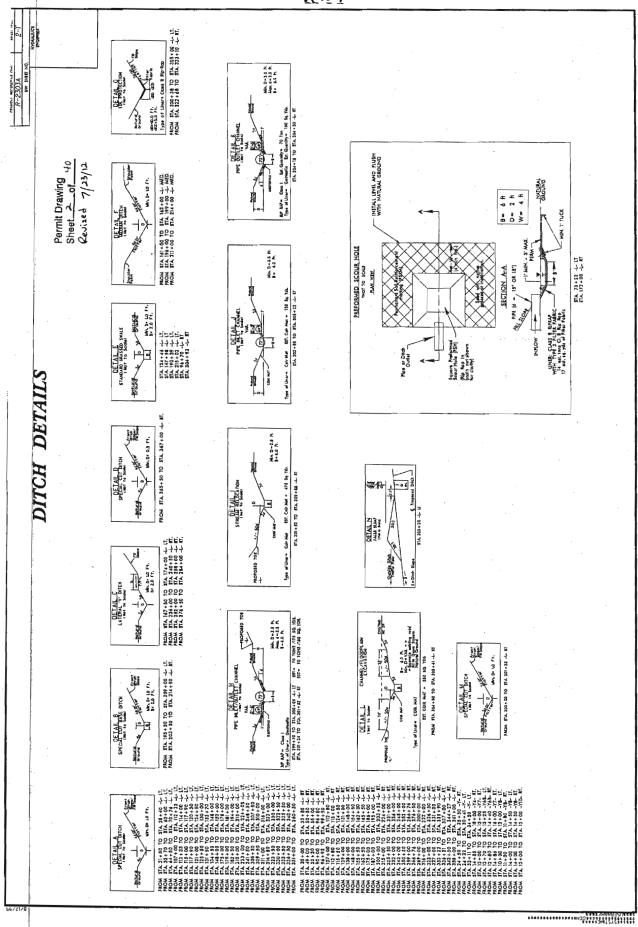


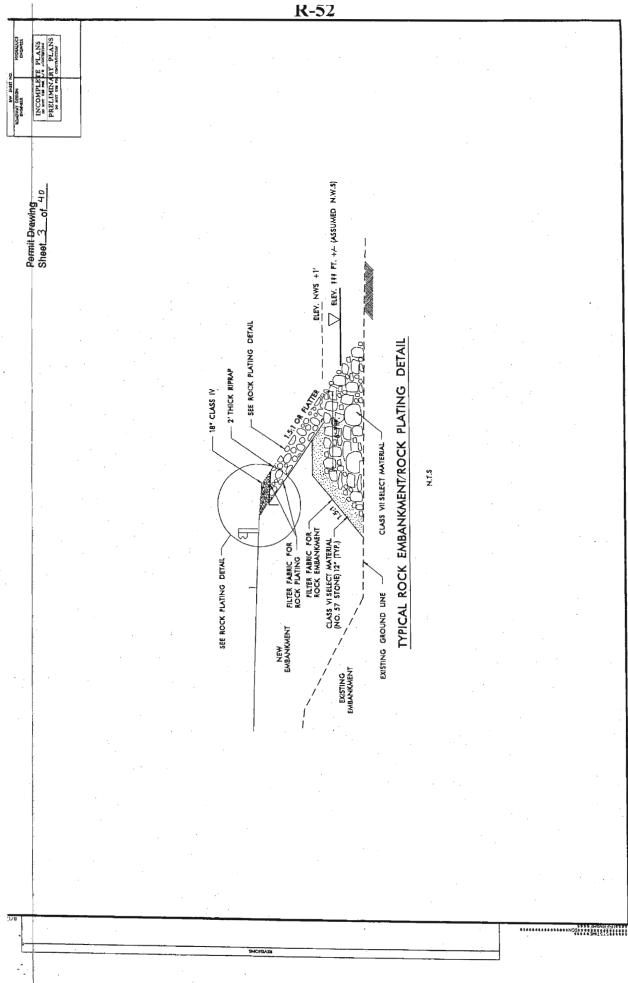


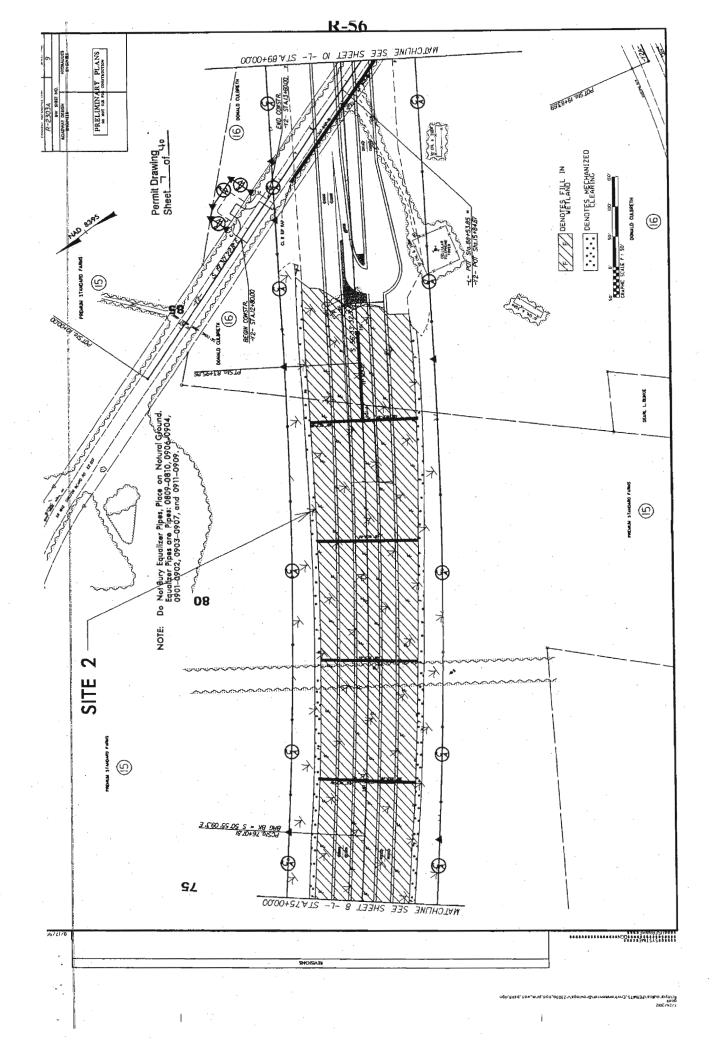


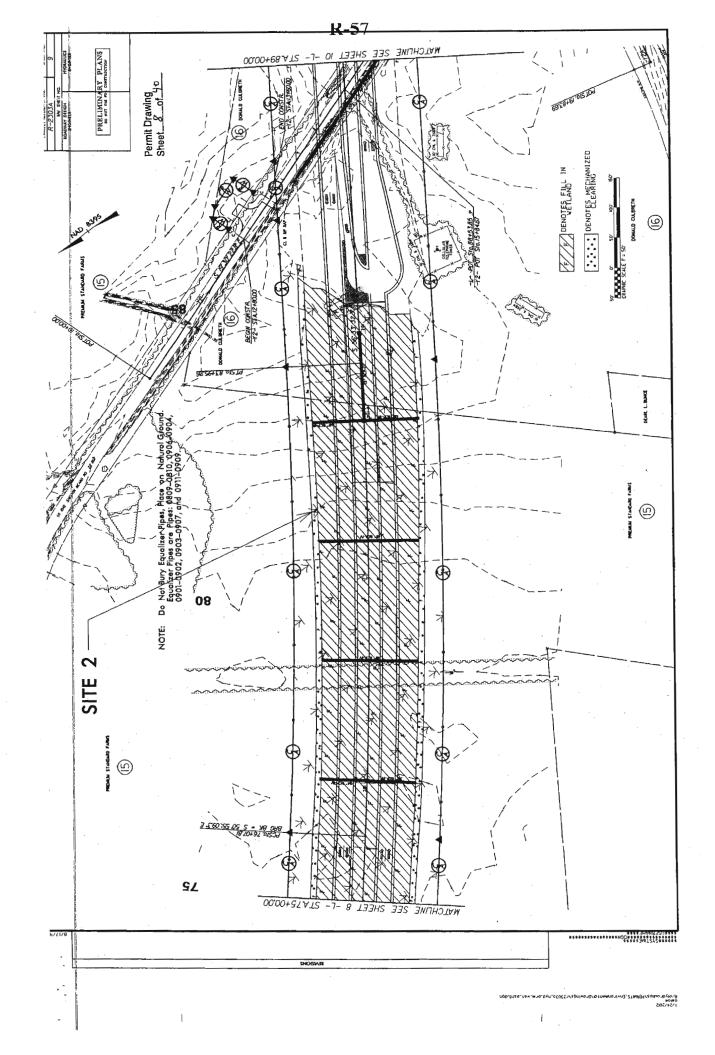




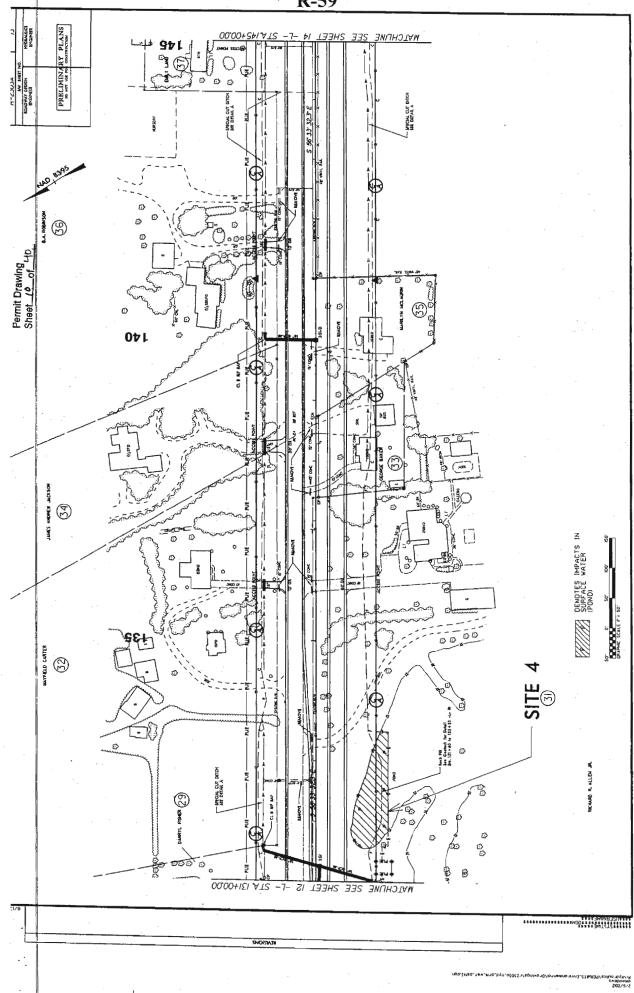




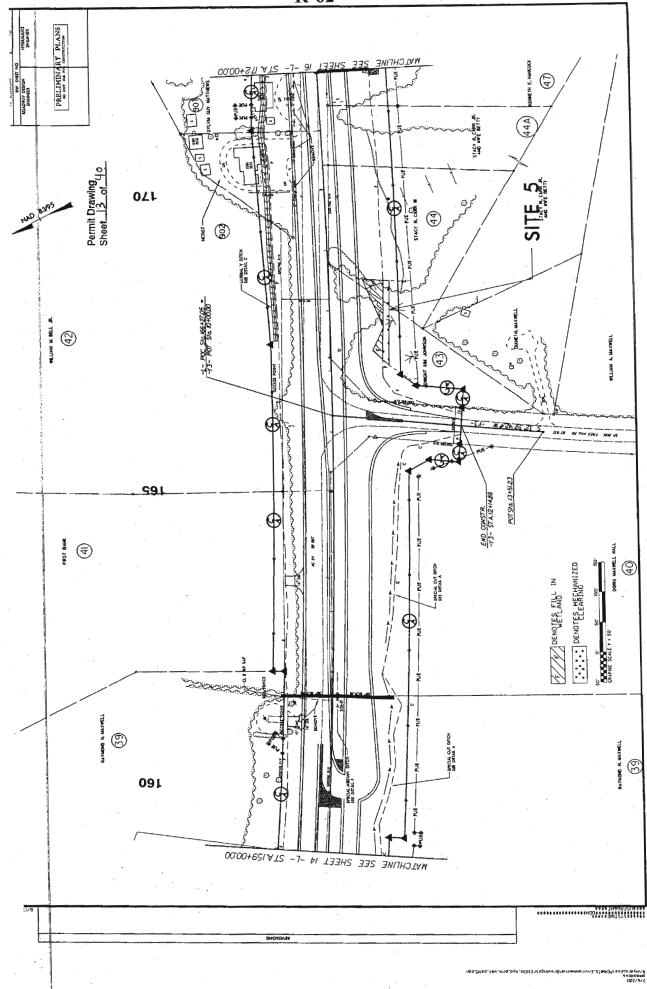


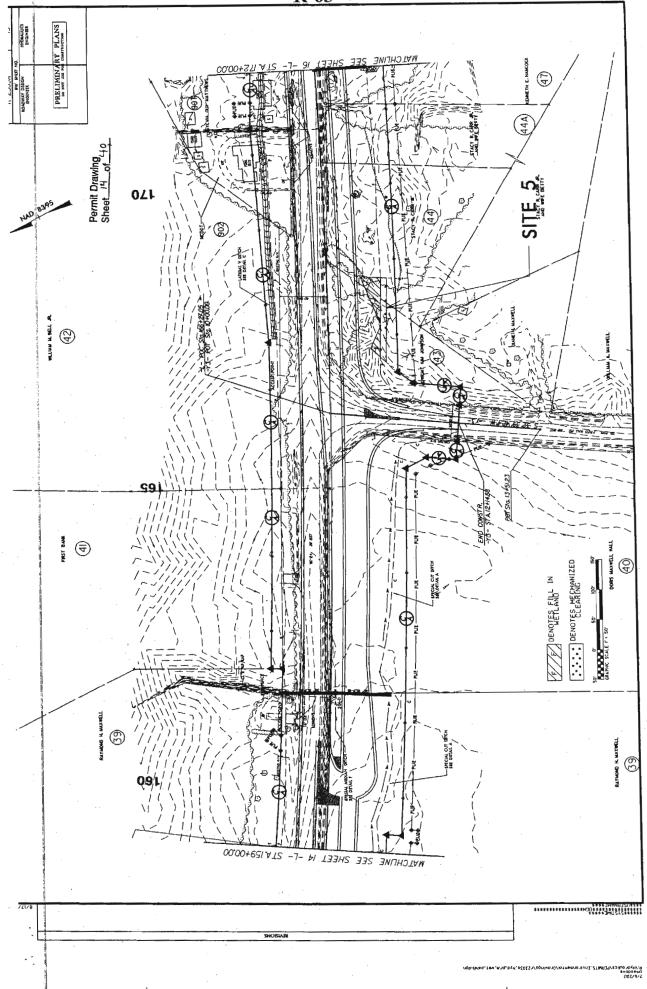


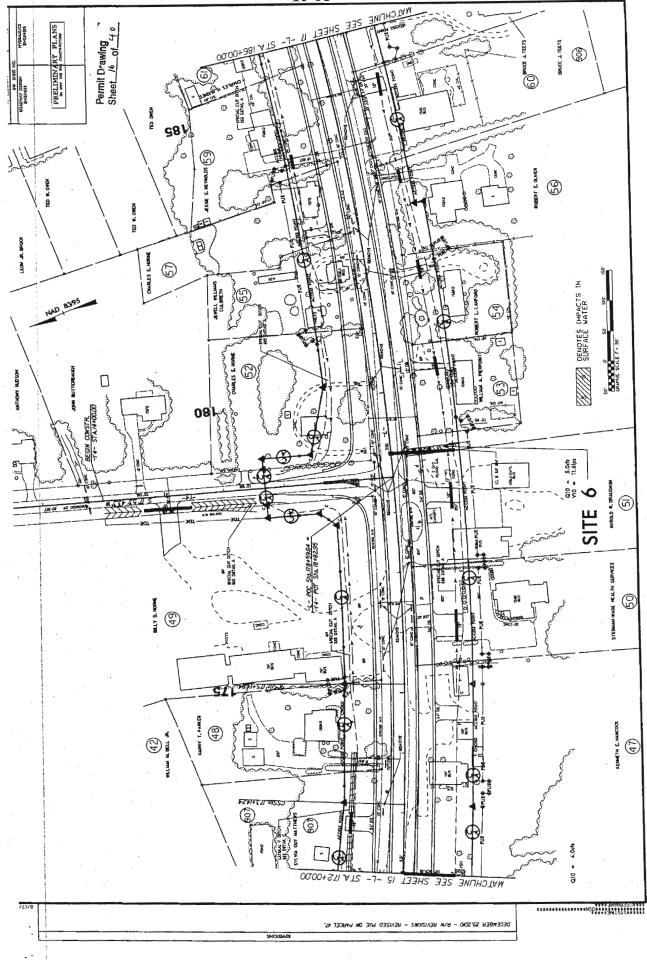
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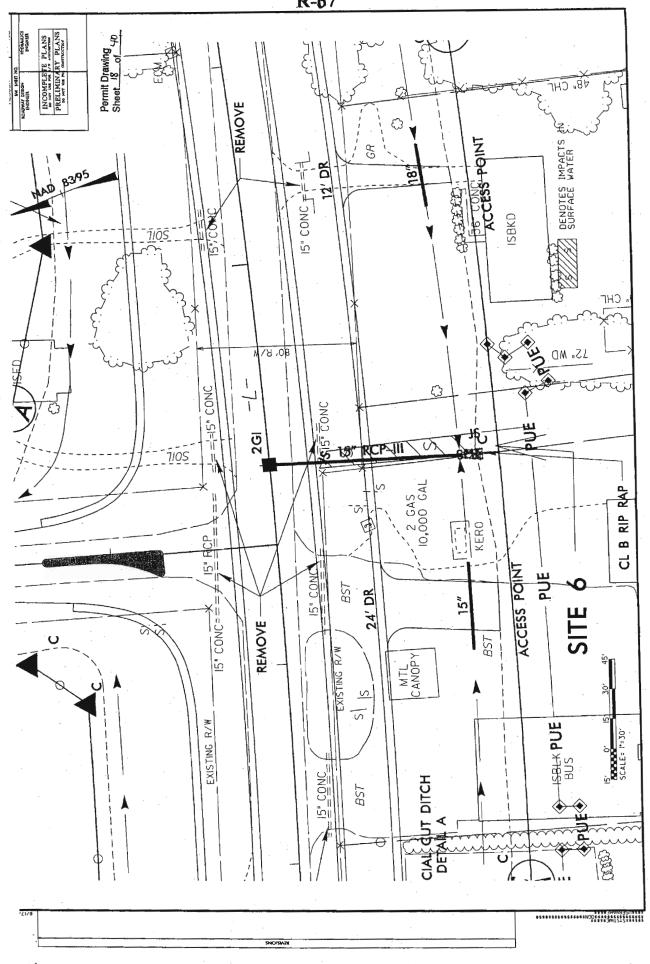
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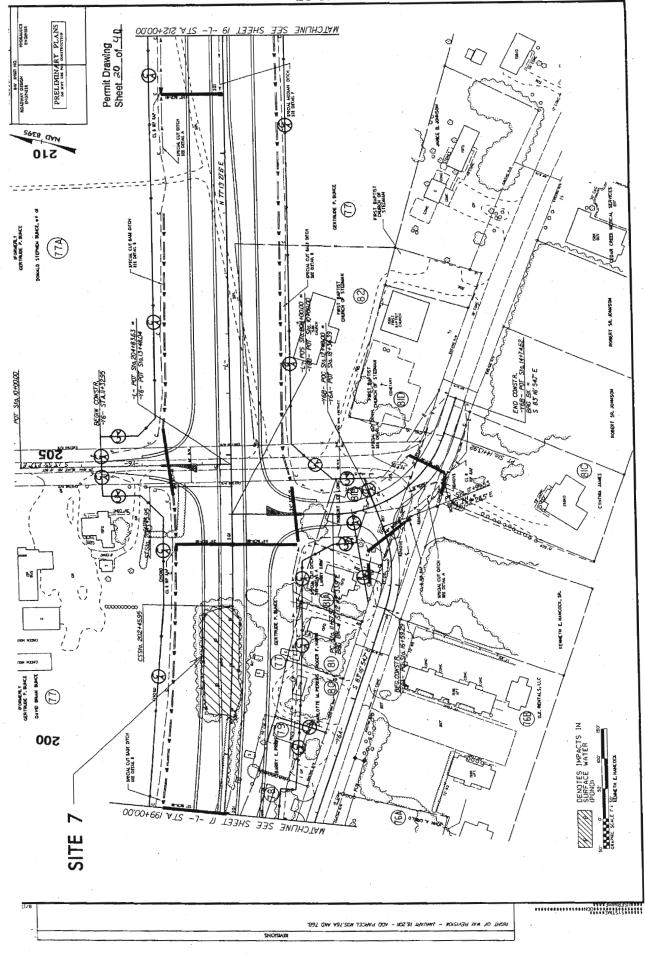


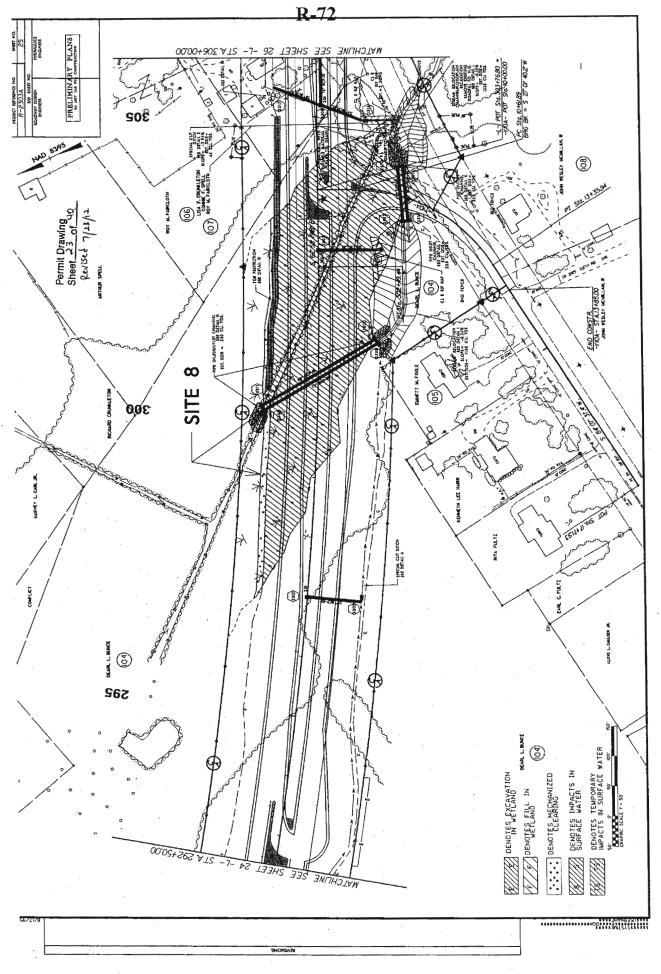




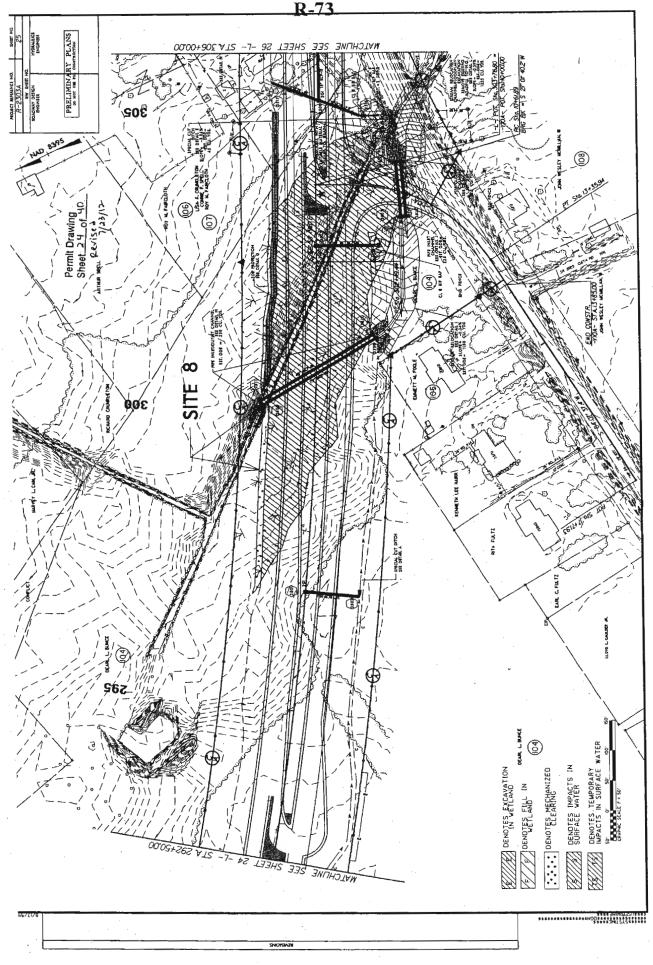
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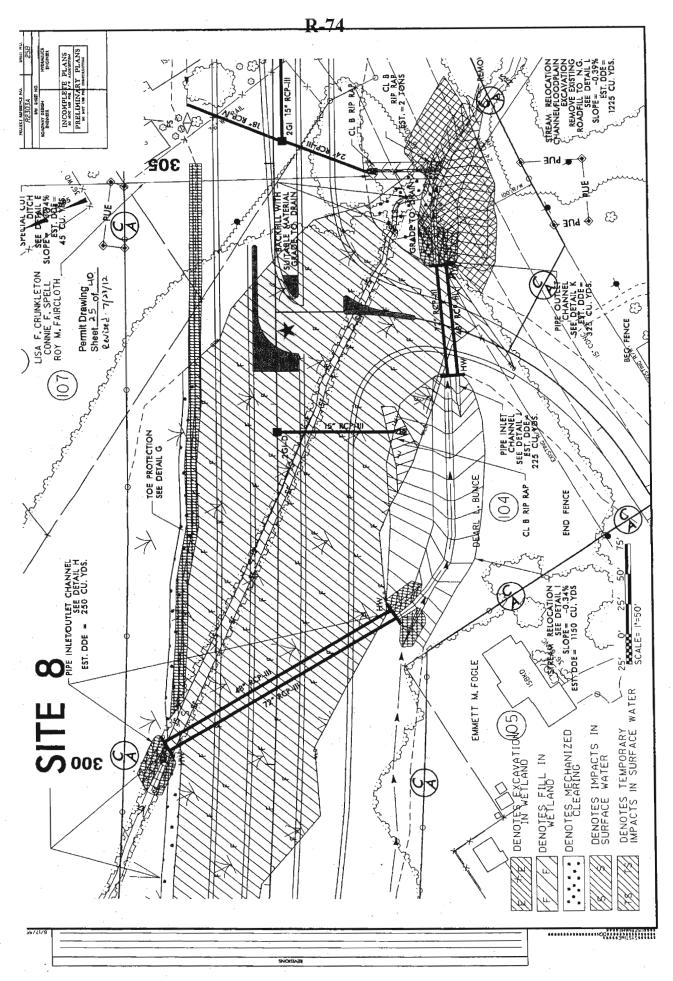


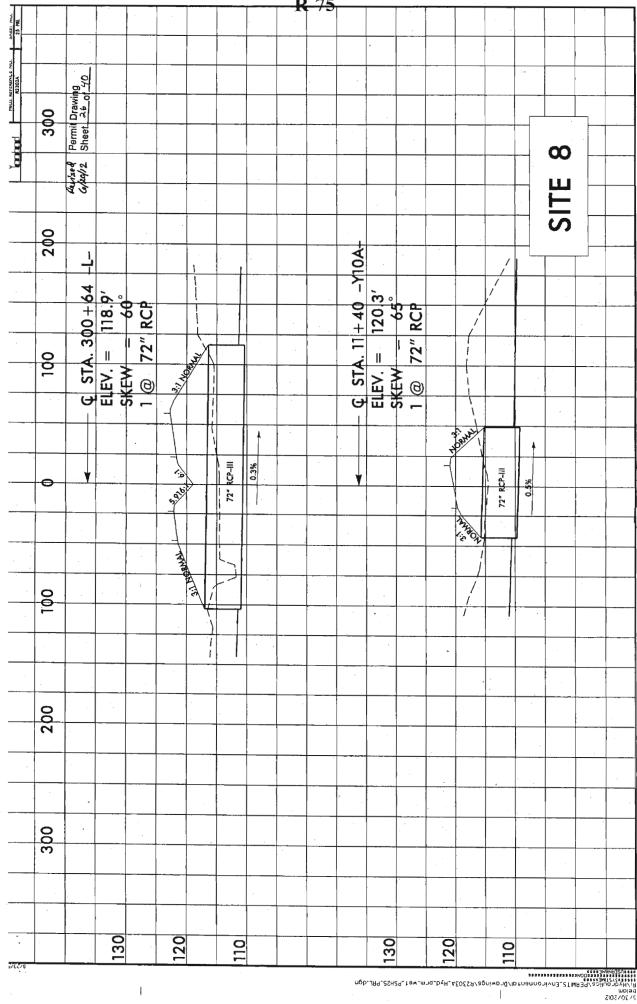


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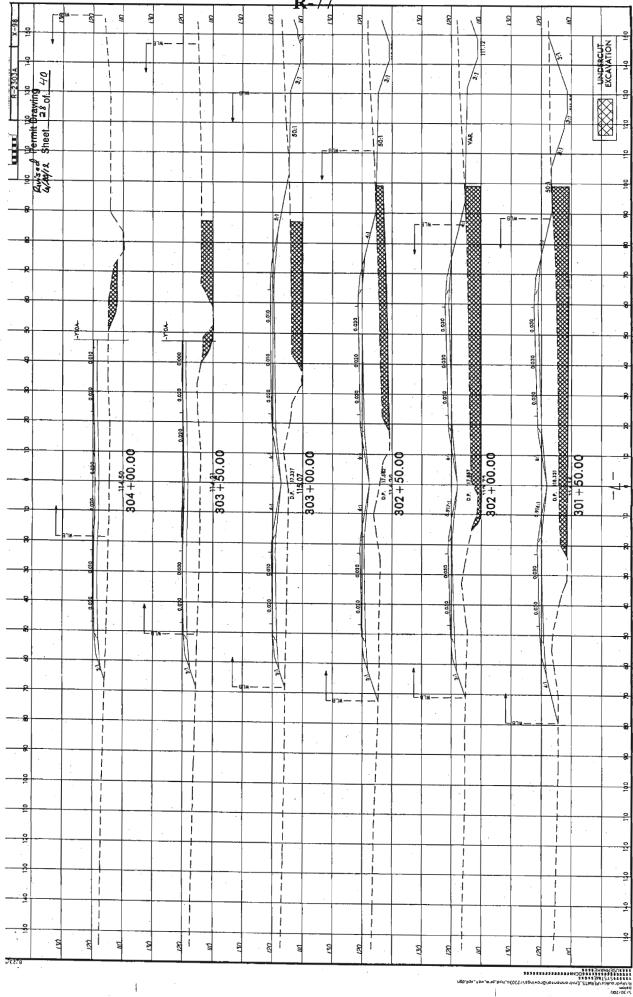


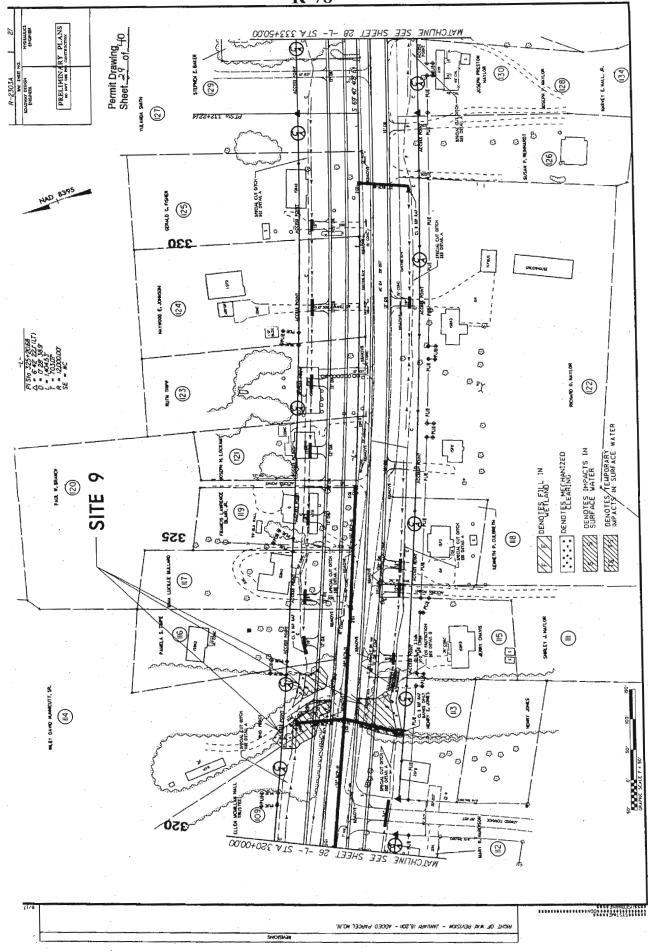
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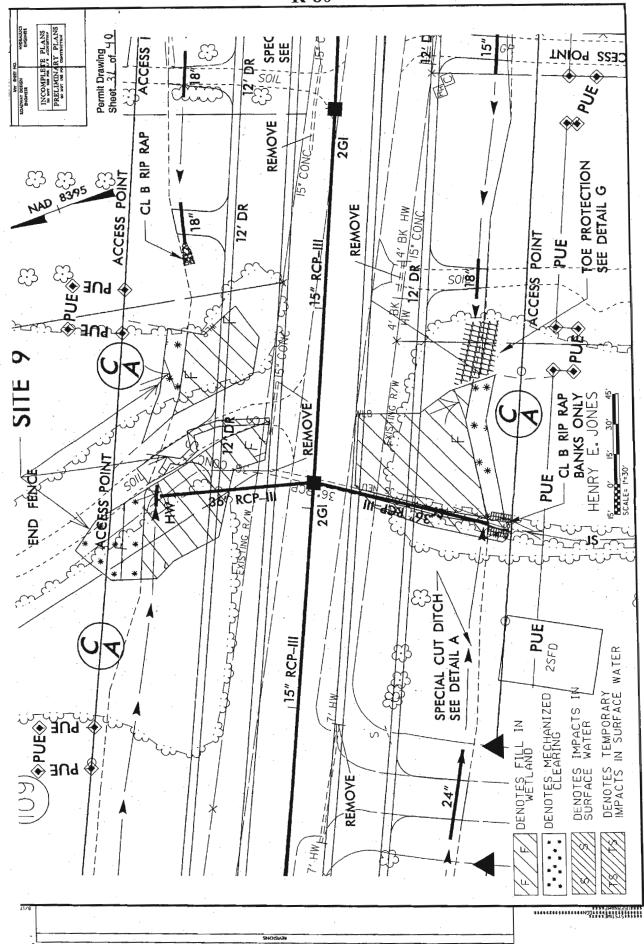




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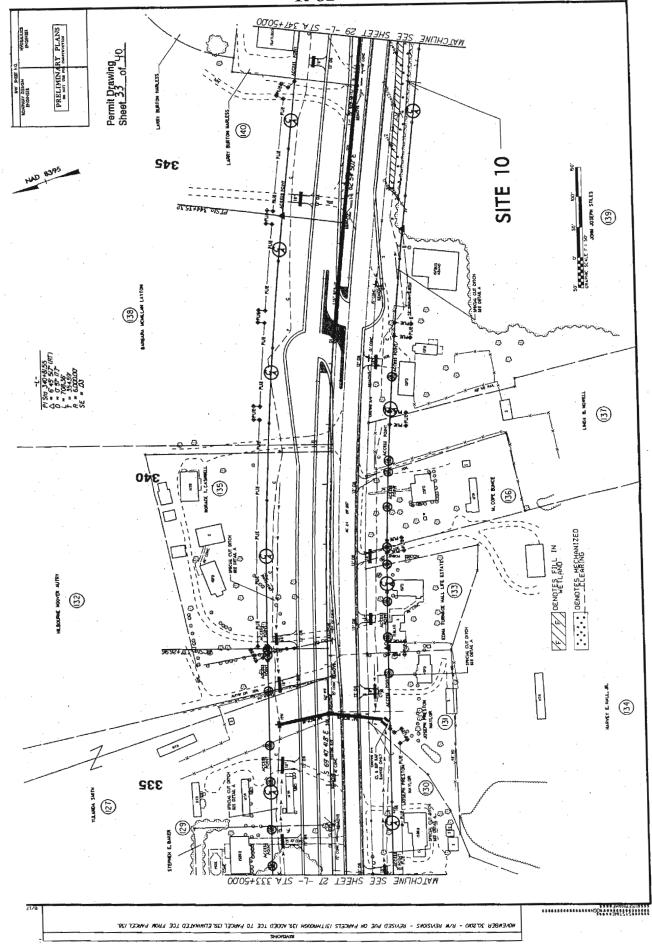
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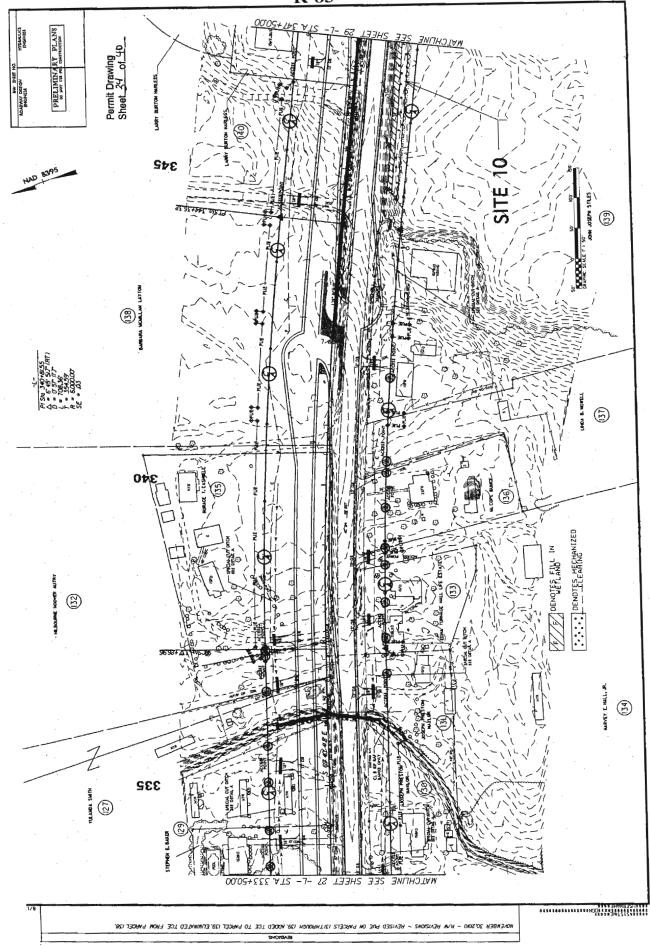
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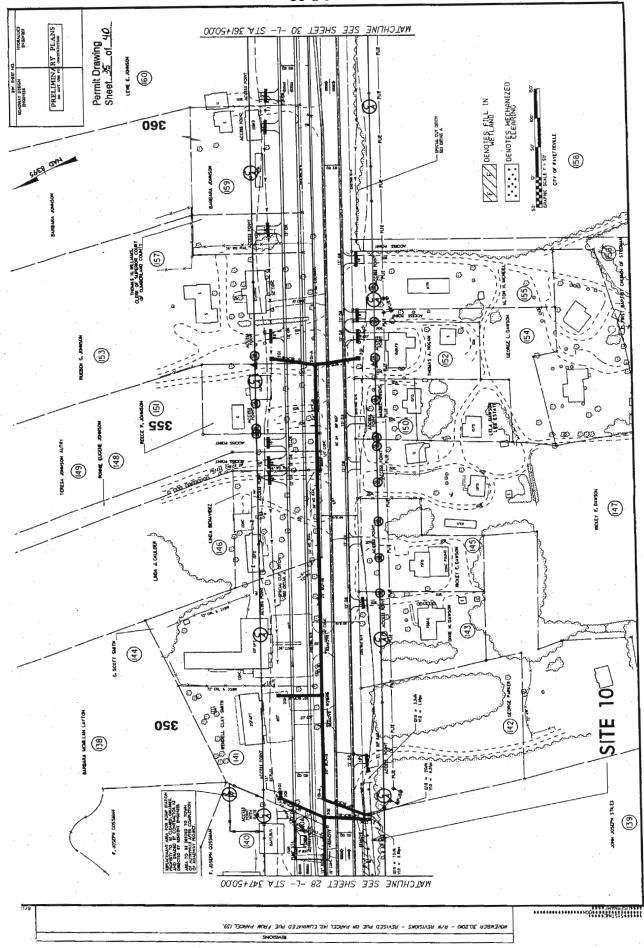
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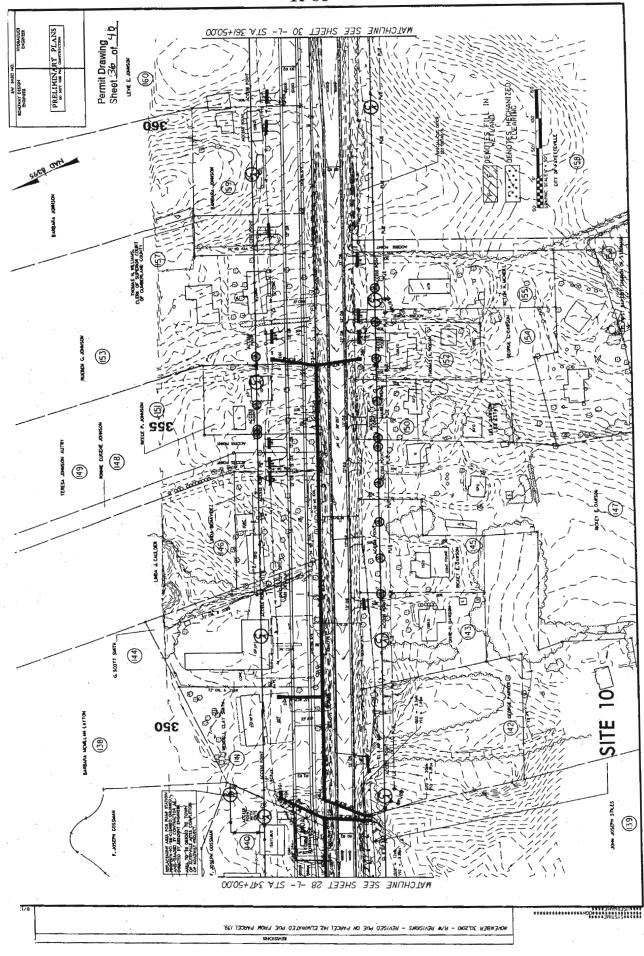
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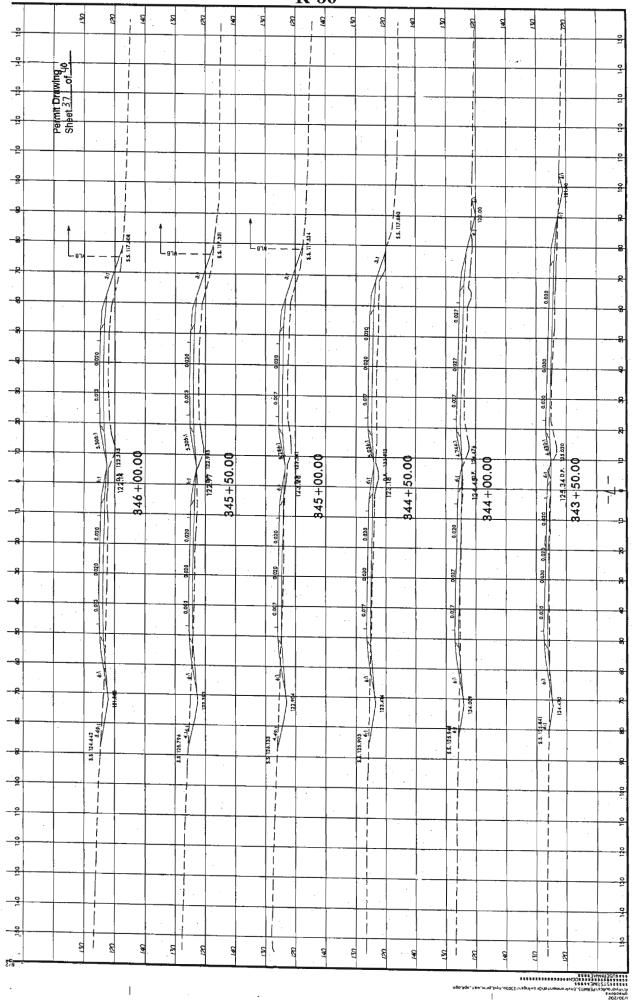
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Permit Drawing Sheet 38 of 46

OWNERS presses	ADDRESSES	P.O. BOX 513 STEDMAN, NC 28391	414 GLENWOOD DR. LEXINGTON, NC 27292	8321 CLINTON RD. STEDMAN, NC 28391	8321 CLINTON RD. STEDMAN, NC 28391	102 COHARIE DR. CLINTON, NC 28328				NCDOT  POUSSION OF HIGHWAYS  CUMBERLAND COUNTY  PROJECTI, MICLA (R-200A)  STEDMAN  NC 14 FROM  STEDMAN SR 1004  NC 14 FROM  STEDMAN SR 1004	10 34 John 2/16
PROPERTY OWN	NO. NAMES	DOUGLAS BRYANT	DEARL L. BUNCE	HENRY E. JONES	WILEY DAVID HUNNICUTT, Sr.	JOHN JOSEPH STILES	:				1.
	PARCEL NO.	88	104	113	41	139					-
	,						,				

1/16/11 PROJECT: MAIGLI (R-2303A)
STEDMAN
NC 24 FROM SR 1006
TO SR 1865 4160 PLEASANT VIEW DR. FAYETTEVILLE, NC 28301 DIVISION OF HIGHWAYS CUMBERLAND COUNTY P.O. BOX 53729 FAYETTEVILLE, NC 28305 3102 AUDUBON PLACE WILSON, NC 27896 PROGESS ENERGY (EASEMENT) P.O. BOX 1551 CPB-4C4 (CAROLINA POWER & LIGHT) RALEIGH, NC 27602 211 OLD STAGE RD. AUTRYVILLE, NC 28318 PREMIUM STANDARD FARMS 623 SOUTHEAST BING. CLINTON, NC 28328 427 HILLSBORO St. STEDMAN, NC 28391 6044 CLINTON RD. STEDMAN, NC 28391 6644 CLINTON RD. STEDMAN, NC 28391 NCDOT 8 PROPERTY OWNERS NAME AND ADDRESSES CANDACE JO CARTER DWIGHT KIM JOHNSON RICHARD R. ALLEN, Jr. JOSEPH P. RIDDLE, III DONALD CULBRETH STACY R. CARR, III ROBERT E. OLIVER NAMES PARCEL NO. 2 43 4 28 2 3 7 9

REFERENCE PRESENTATION OF THE PROPERTY OF THE

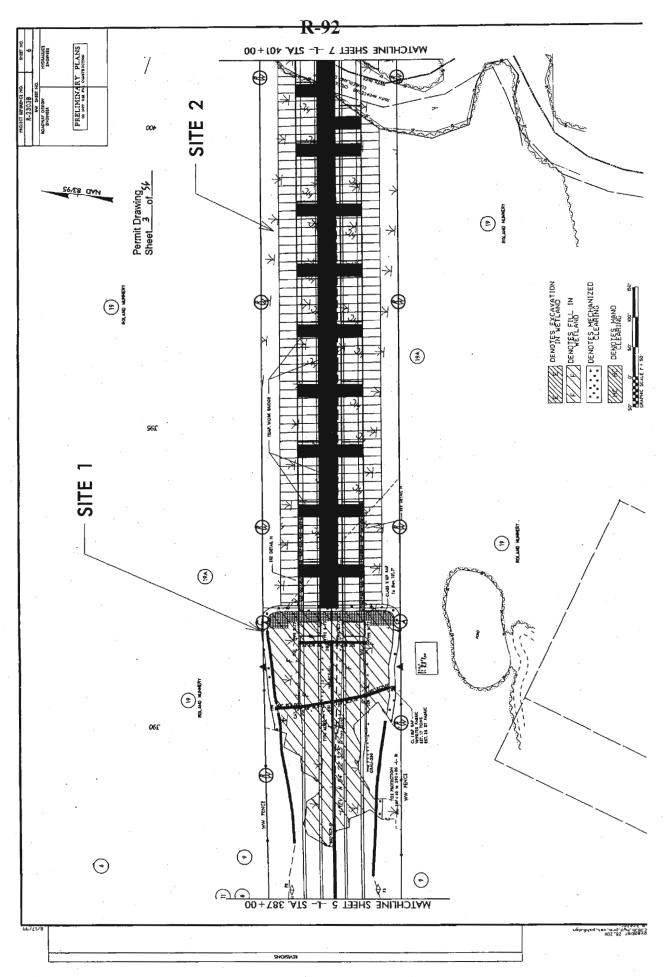
Station   Station   Station   Station   Station   Fill in in in in the station   Sta			9 W.			WE	WETLAND PERMIT IMPACT SUMMARY	MITIMPA	CT SUMMA	RY			
Station   Structure   Fill in Fill i					WET	LAND IMPA	CTS			SURFACE	WATER IM	PACTS	-
Station   Structure   Structure   Structure   Structure   Steel Type   Wellands   Well			·	Permanent	Temp.	Excavation	Mechanized	Hand	Permanent	Temp	Existing	Existing	Natira
14-56 to 704-63-LRT   Fill   (ac)	Site		Structure Size / Type	Fill In Wetlands	Fill In Wetlands	in Wetlands	Clearing in Wetlands	in Wetlands	SW impacts	SW impacts	Impacts Permanent		Stream
134-50-L-RT   Fill   4.44   0.653   0.11   0.11   0.11   0.01   0.11   0.01   0.11   0.02   0.02   0.02   0.02   0.02   0.02   0.02   0.02   0.02   0.02   0.02   0.02   0.03	٢	69+45 to 70+63-1 -RT	ā	(ac)	(ac)	(ac)	(ac)	(ac)	(ac)	(ac)	(#)	(£)	(ft)
Fill   4.44   0.653   Co.18		70+93 to 72+81-L-RT							0.11				
Fill   0.04   0.05   0.05   0.05   0.06   0.07   0.07   0.08   0.09   0.09   0.09   0.002   0.002   0.002   0.002   0.002   0.002   0.002   0.002   0.002   0.002   0.003   0.002   0.004   0.002   0.004   0.002   0.004   0.002   0.004   0.002   0.004   0.002   0.004   0.002   0.004   0.002   0.004   0.002   0.004   0.003   0.004	,	-		4 44			0.53						
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199 to 158+51-L-RT Fill 0.004 0.003 0.002 0.20 0.20 0.20 0.20 0.20 0.	4	$\top$	Fil						0.18				
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66.51 to 202+44-L.  66.51 fo 502+44-L.  Fill 2.03 0.02 0.20  66.51 0.08 531.00  7.00 1.008 531.00  7.008	9		Ē						0.02				
6+63 to 304+66-L- Fill       2.03       0.02       0.20       0.08       531.00         +40 to 305+40-L- LT Bank Stabilization       4.00 to 304+51-L- LT Bank Stabilization       4.00 to 304-51-L- LT Bank Stabilization       4.00 to 30-1- LT Bank Stabilization	7	200+65 to 202+44-L-	Ē						0.24				
4-06 to 305+40-L-       2*(1@72*81@48*)       6.08       531.00         7-40 to 304+51-L-LT       Bank Stablization       <0.01	8		Ħ	2.03		0.02	0.20						
440 to 304+51-L- LT Bank Stablization		300+06 to 305+40-L-	2*(1@72"&1@48")						0.08		531.00		
1, 4 and 7 are Pond surface water impacts.  8 Wetland sta. 296+63 -L- impact shown as a total take due to ditch.  1 In the control of the con		304+40 to 304+51-L- LT	Bank Stablization						<0.01	<0.01	41.00	27 00	
1, 4 and 7 are Pond surface water impacts.  Permit Drawing Sheet 37 of 40  Permit Drawing She													
Permit Drawing  1, 4 and 7 are Pond surface water impacts.  Sheet 37 of 40  Permit Drawing Sheet 37 of 40  Cumbertann of Transport privision of Highways itional impact outside of ditch is 0.02acres. Also, there will be 294 ft of stream relocation.  Cumbertand Country Webs. 34416.1.1 (R-230)													
Permit Drawing Sheet 39 of 40 Sheet 39 of 40 Permit Drawing NC DEPARTMENT OF TRANSPOLET	TO	TALS:		6.51		0.02	0.76		0.79	<0.01	572	27	
1, 4 and 7 are Pond surface water impacts.  Quist 7/23/12  RCDEPARTMENT OF TRANSPOLE 1/23/12  RCDEPARTMENT OF TRANSPOLE 1/23/12  RUBS - 34416.1.1 (R-230 - 1) (R-2							Permit Dr	awing					
CUMBERLAND COUNTY WBS - 34416.1.1 (R-230		Site 1, 4 and 7 are Pond si Site 8 Wetland sta. 296+6	surface water impacts 53 -L- impact shown and of discharges	as a total take Also there w	due to ditch	stream rek	Devised	21/87/2	1	NC DE	SPARTMENT O DIVISION OF	F TRANSPOE F HIGHWAYS	KTATION
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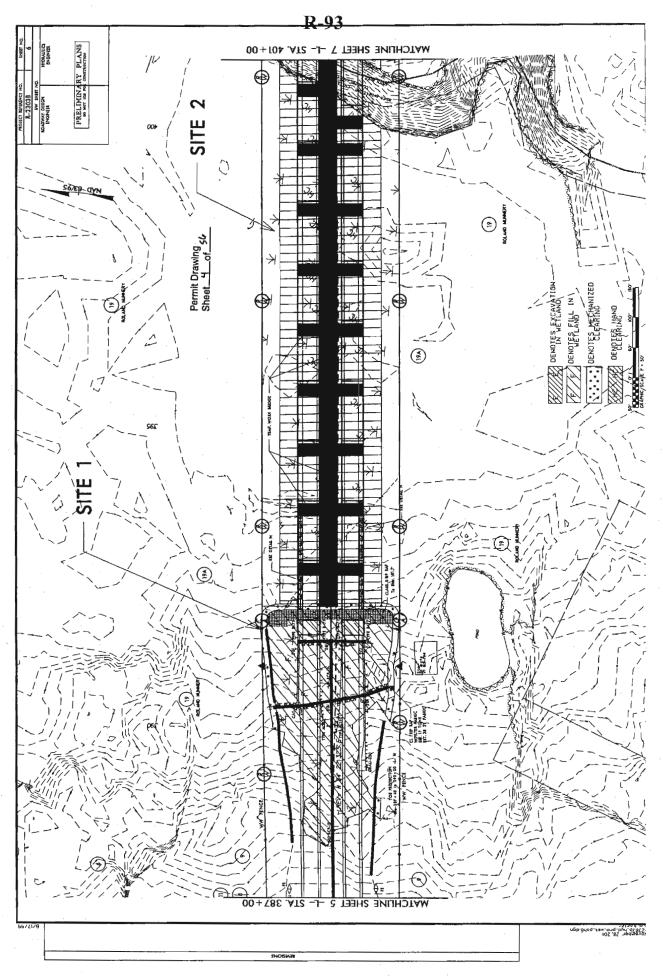
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Station   Structure   Filin	Г				WET	LAND IMPA(	STS			SURFACE	WATER IM	PACTS	
Front Top   Start Mark		o do	4	Permanent	Temp.	Excavation	Mechanized	Hand Clearing	Permanent	Temp.	Existing Channel	Existing Channel	Natural
1-82 to 322-464-L.RT	No.	(From/To)	Size / Type	Wetlands (ac)	Wetlands (ac)		in Wetlands	Wetlands	SW impacts	SW impacts	Impacts Permanent	Impacts Temp.	Stream Design
1322+104_RT	6	321+92 to 322+64-L- RT	上川	0.07		<0.01	0.02				7\	(1)	(111)
322-10-L-RT Bank Stabilization   0.06   0.10   0.01   4+83 to 349+06-L-RT Fill 0.06   0.10   0.10    4+83 to 349+06-L-RT Fill 0.06   0.10   0.10    4+83 to 349+06-L-RT Fill 0.06   0.01   0.10    4+83 to 349+06-L-RT Fill 0.06   0.01    4+83 to 32+46 to 1 to 0.01    4+83 to 349+06-L-RT Fill 0.06    4+83 to 349+06-L-RT Fill 0.06		*321+58 to 322+98-L-LT		0.07		0.02	0.03					-	
322+10-L.RT Eank Stabilization   -0.10   -0.10    4163 to 349+06-L.RT Fill 0.08   0.10   -0.10    10 Total: 0.02   0.02   0.04   0.91   0.80   -0.01    11 Impact outside of ditch is 0.01 acres.   Revise & 7 23/12   Resistant Drawing    12 Revise & 7 23/12   Resistant Drawing   Revise & 7 23/12   Resistant Drawing    13 Revise & 7 23/12   Resistant Drawing   Revise & 1 23/12   Resistant Drawing   Revise & 1 23/12   Resistant Drawing   Revise & 1 23/12   Revise & 1 2		322+10 -L- RT	36" RCP						0.01				
14:63 to 349+06-1. RT Fill 0.08 0.10		322+10-L-RT	Bank Stablization						<0.01				
Fortial:   0.22   0.02   0.15   0.01   0.01   0.02   0.03   0.04   0.91   0.080   0.001   0.	1	344+83 to 349+06-L- RT		0.08			0.10						
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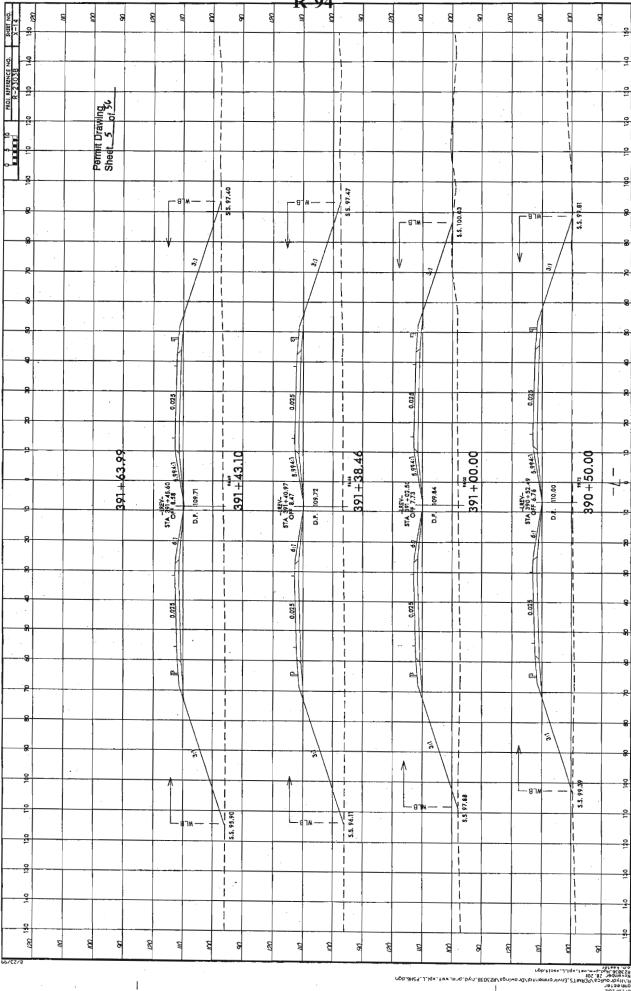
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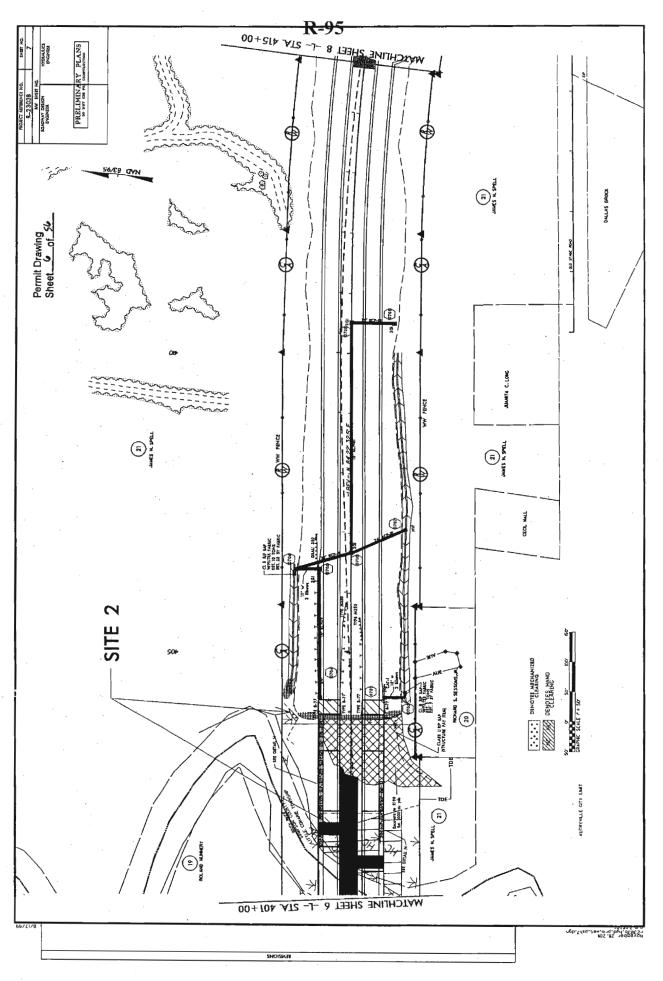
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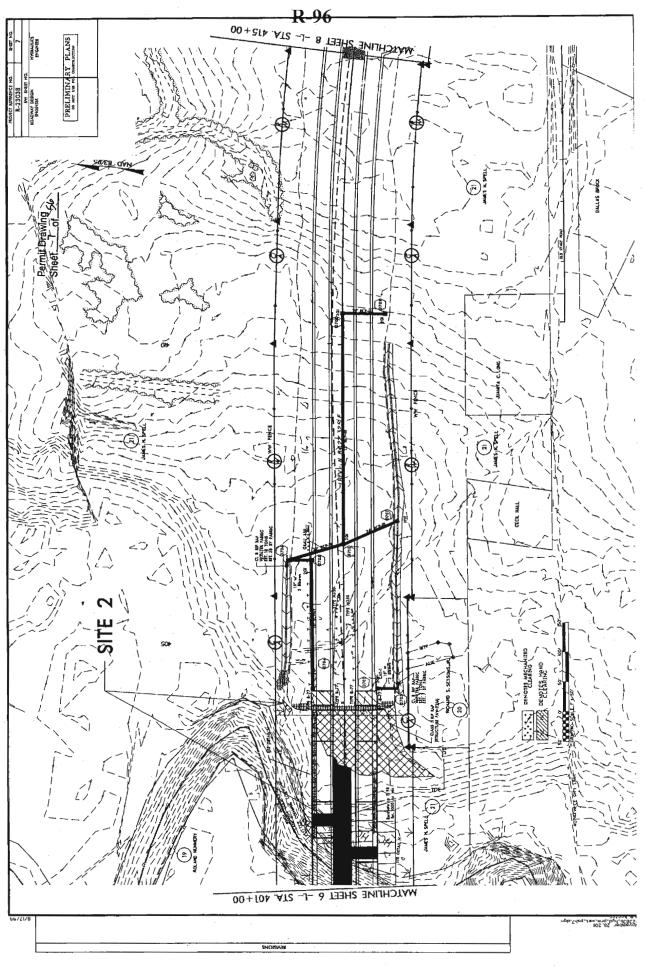
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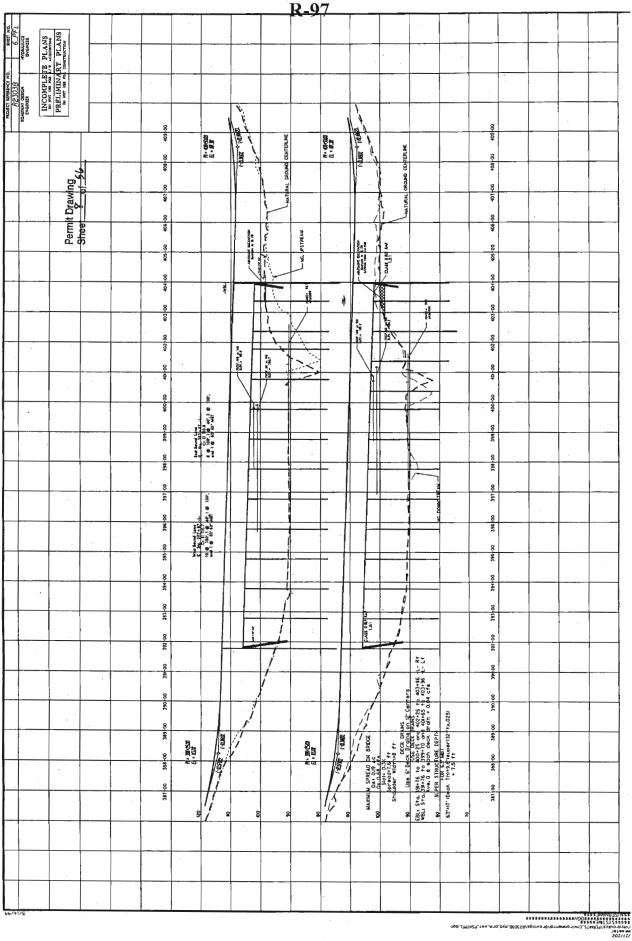




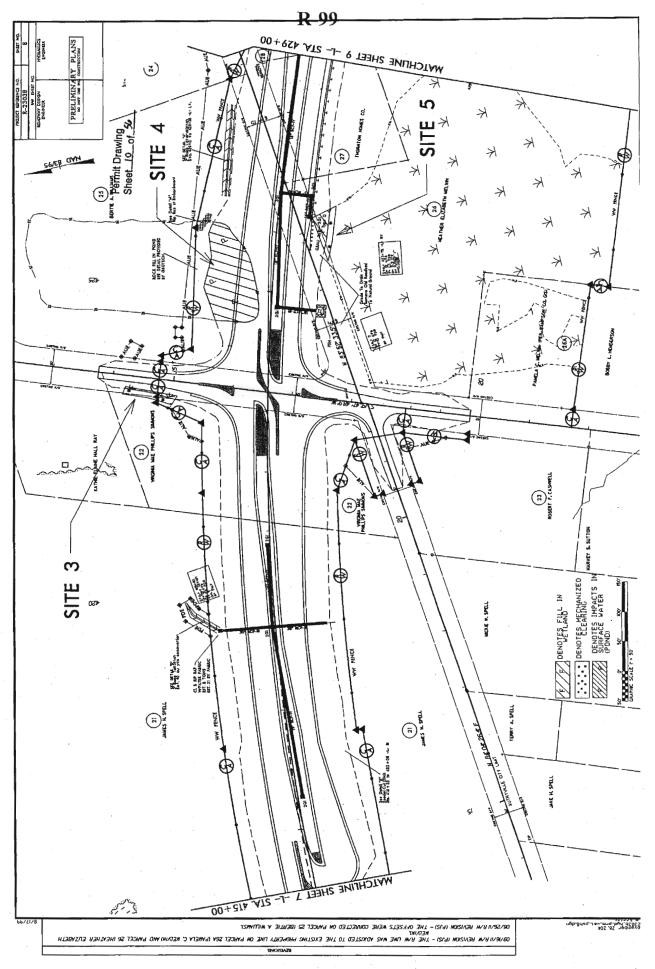


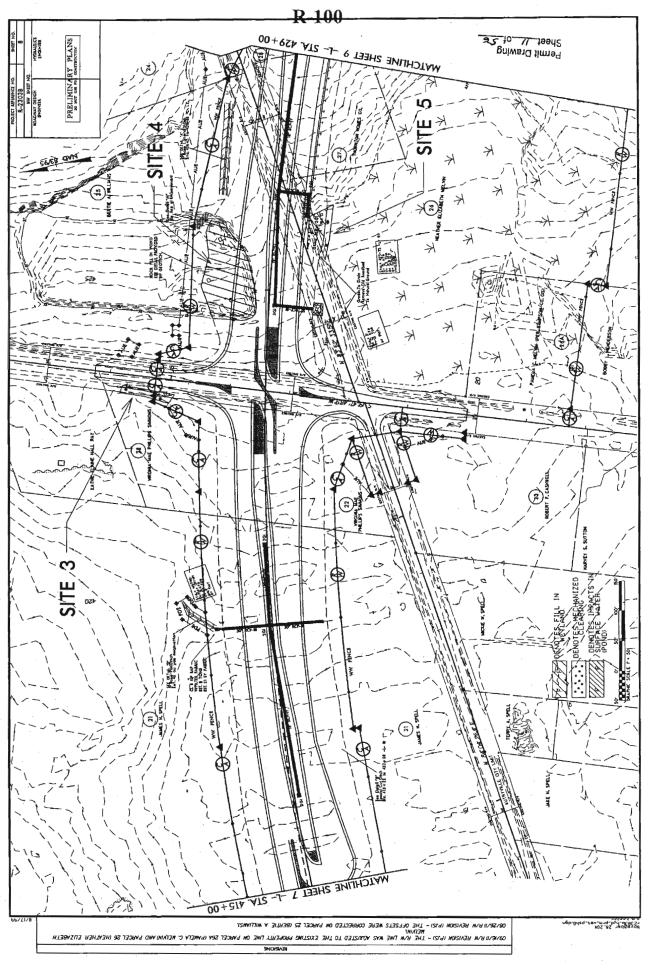


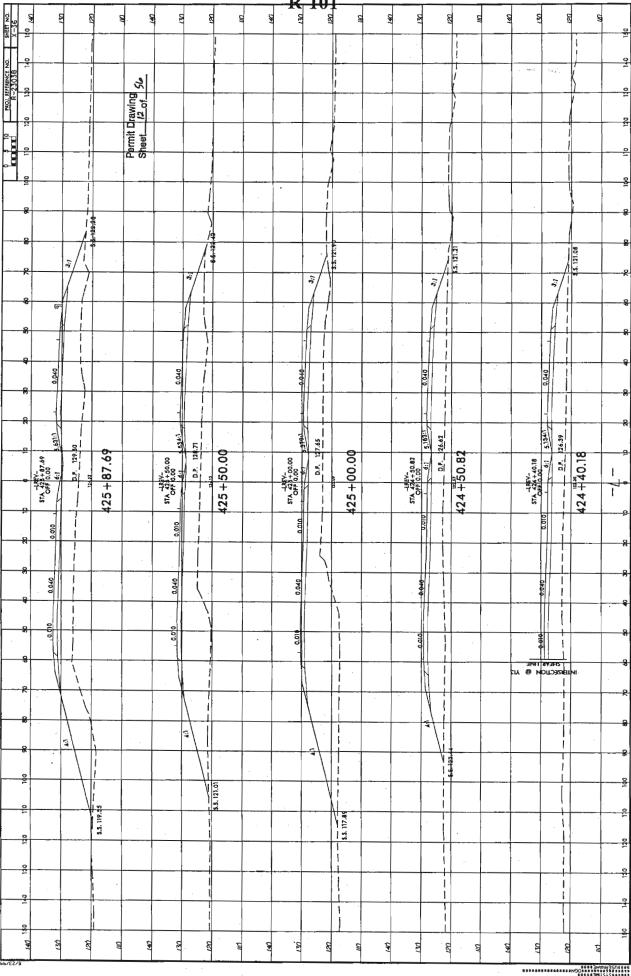


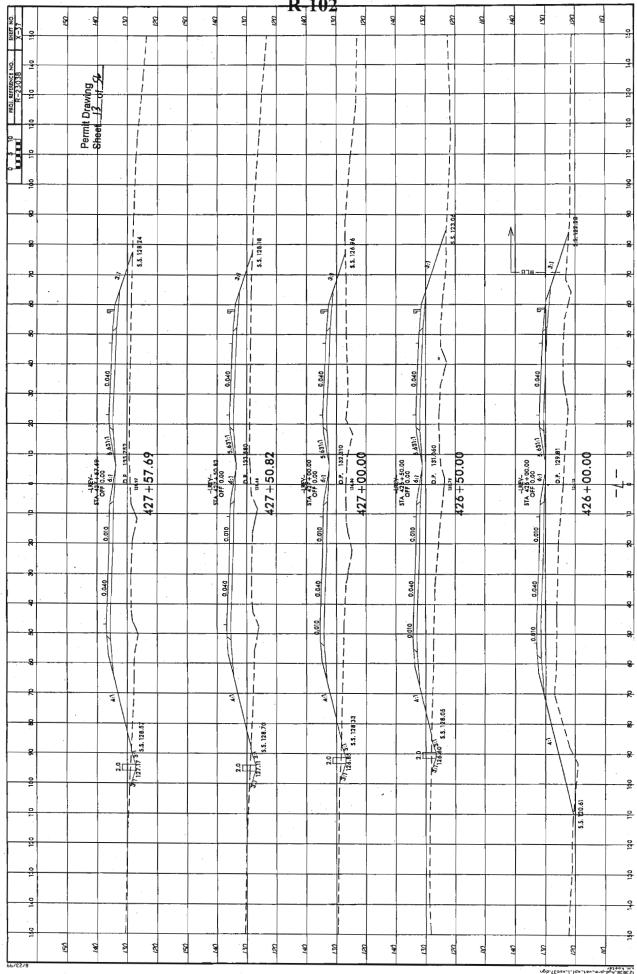


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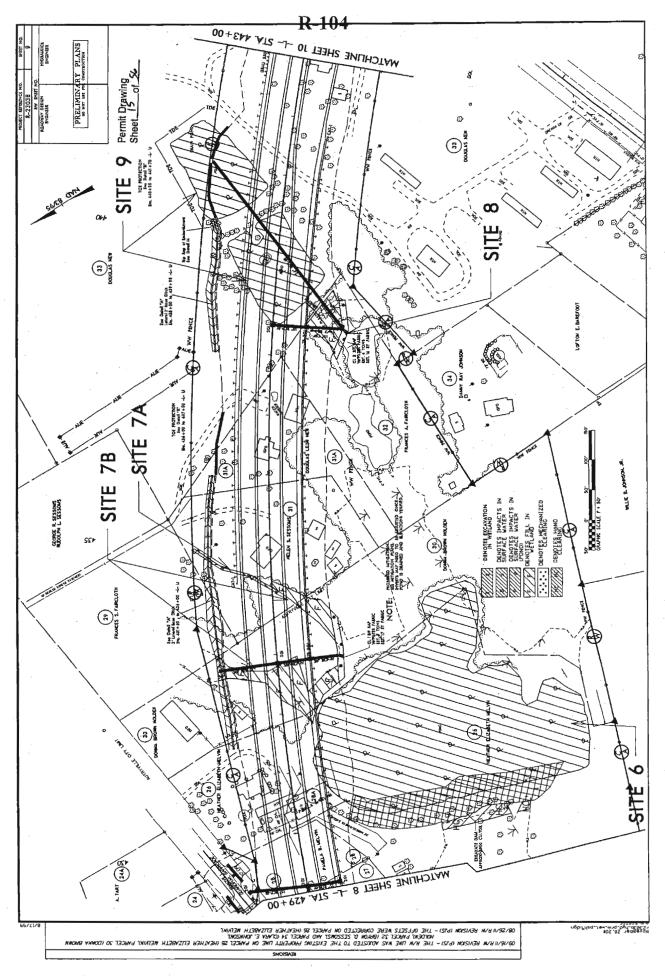


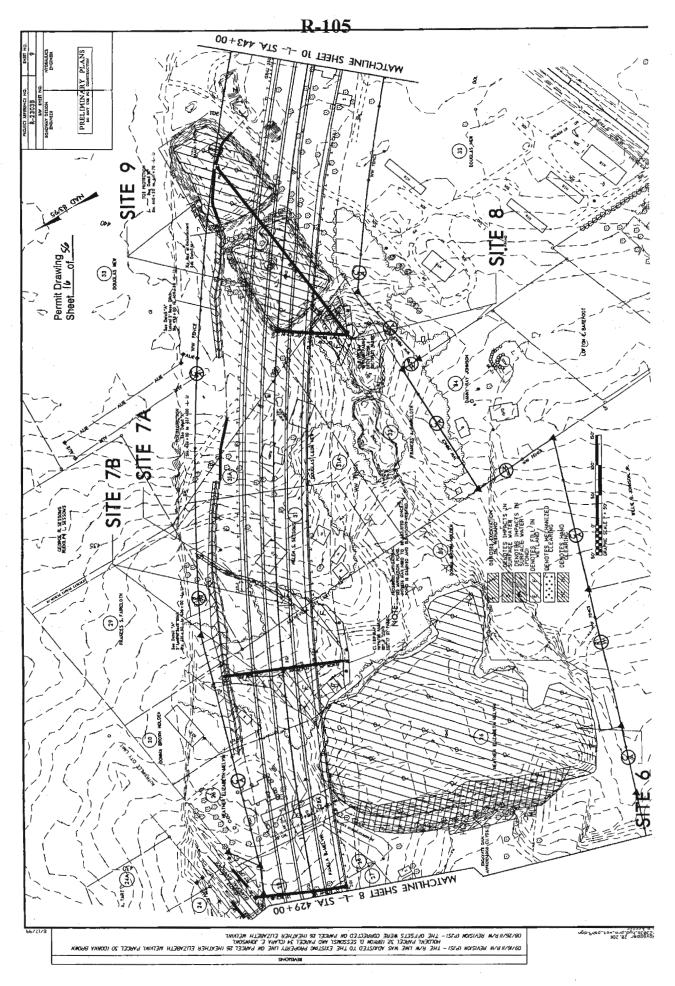


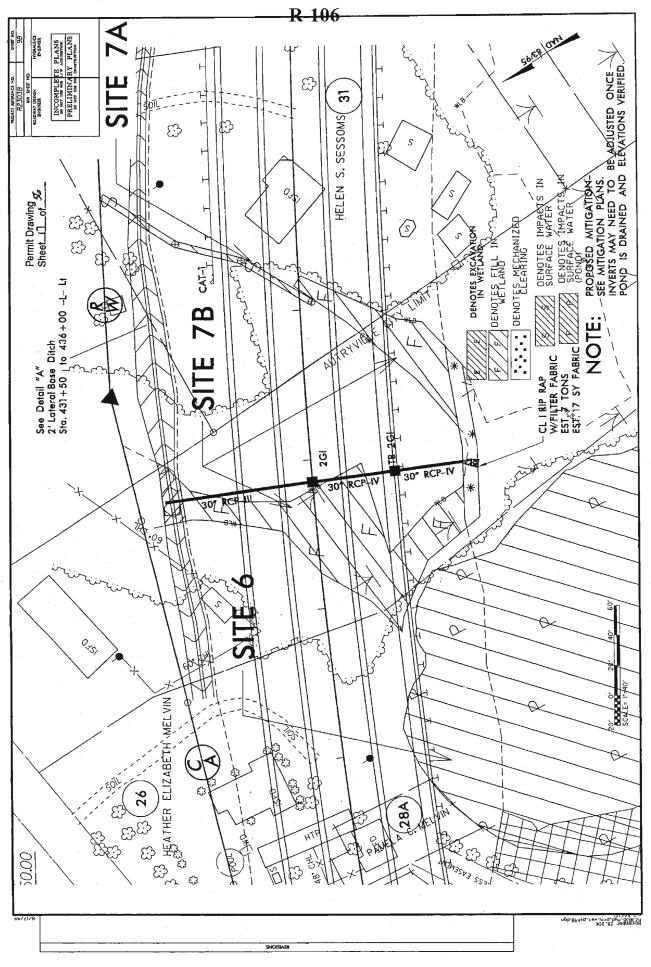


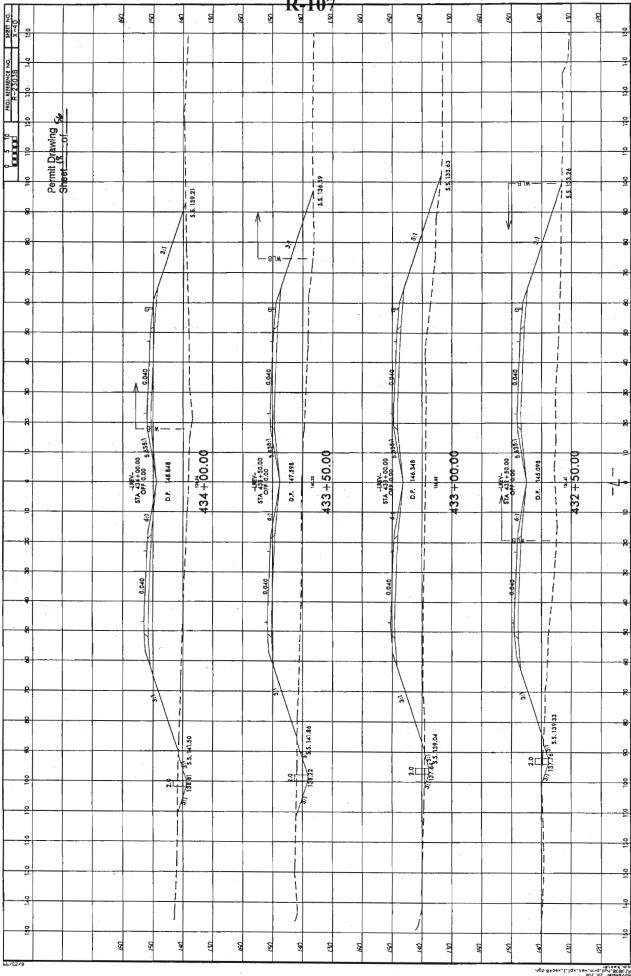


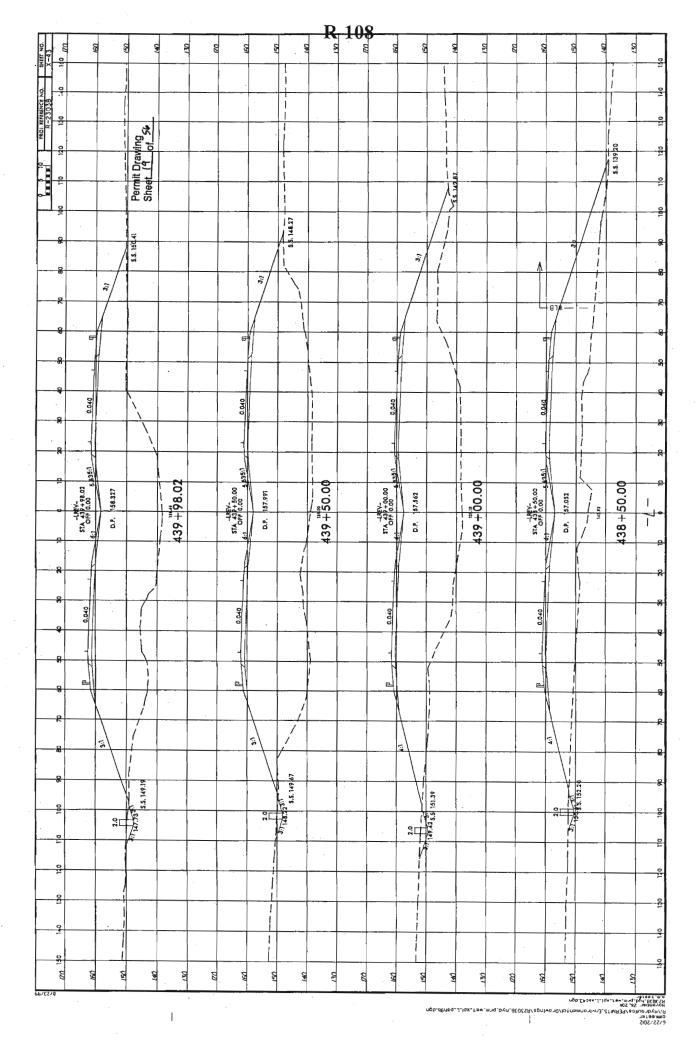
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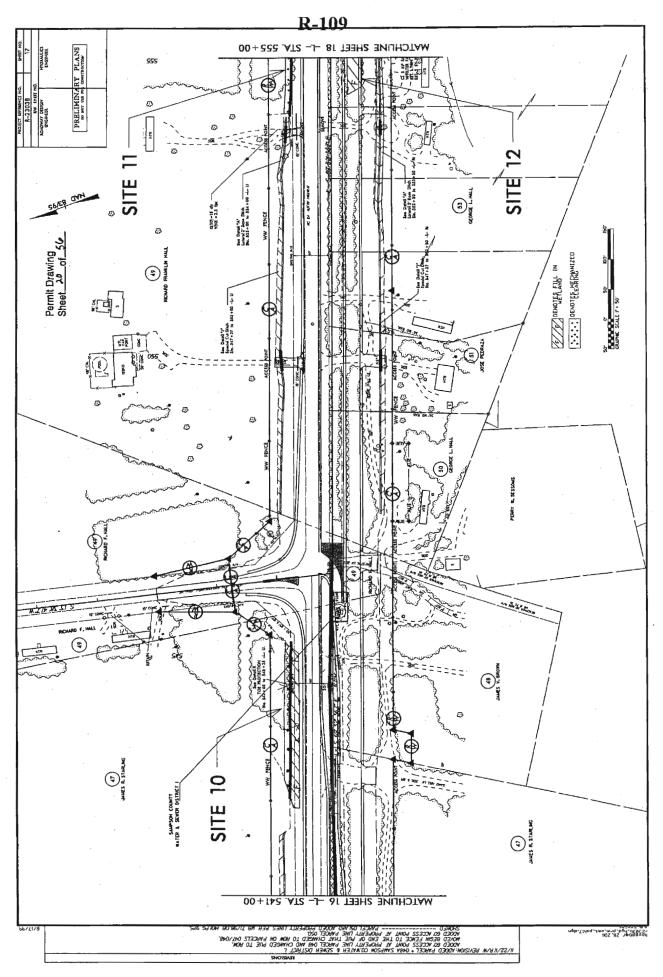


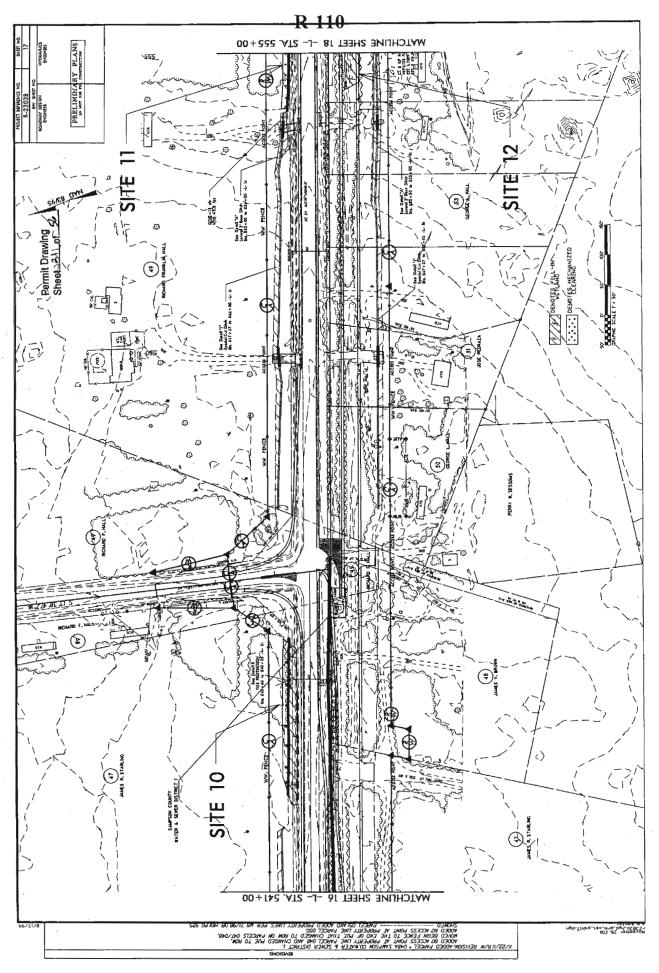






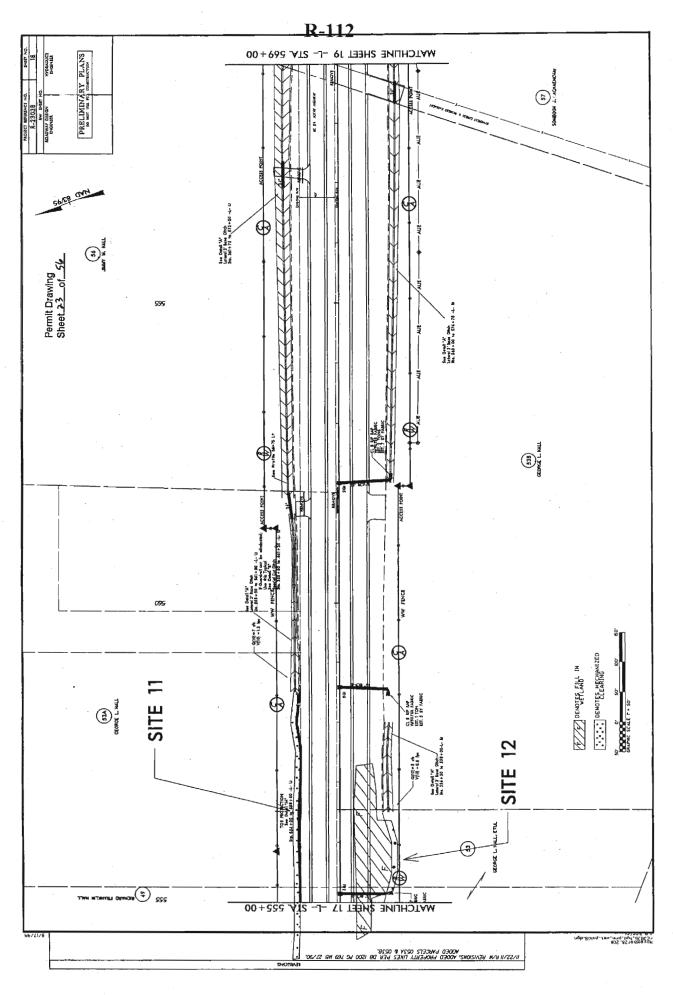


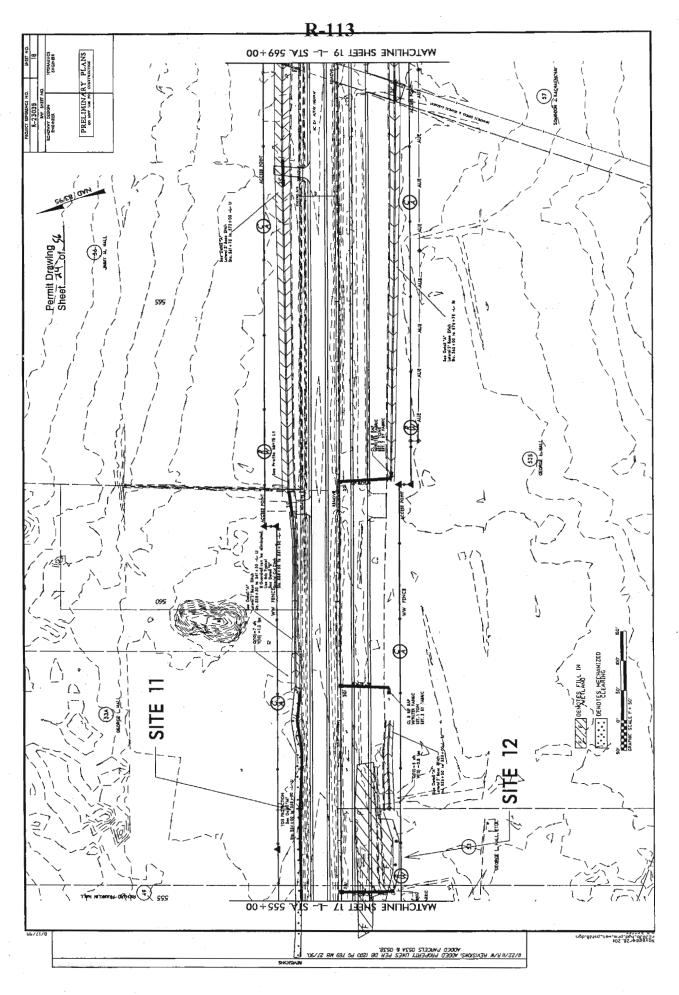


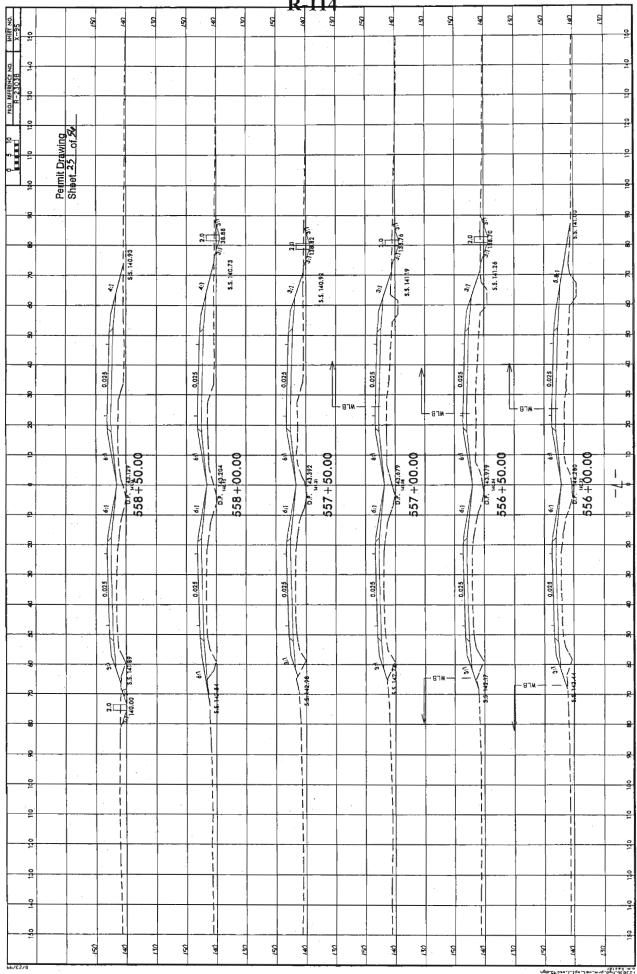


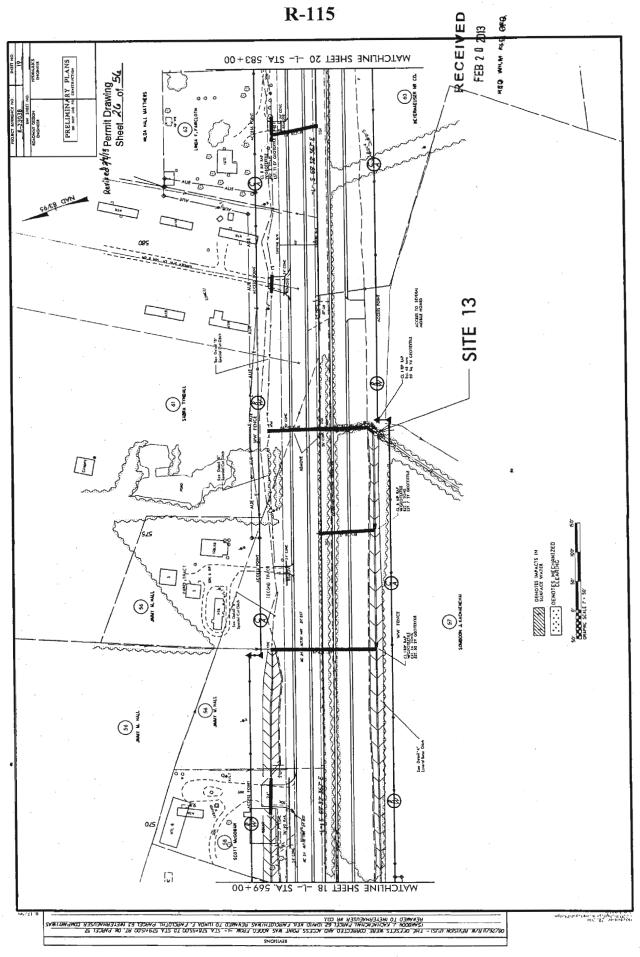
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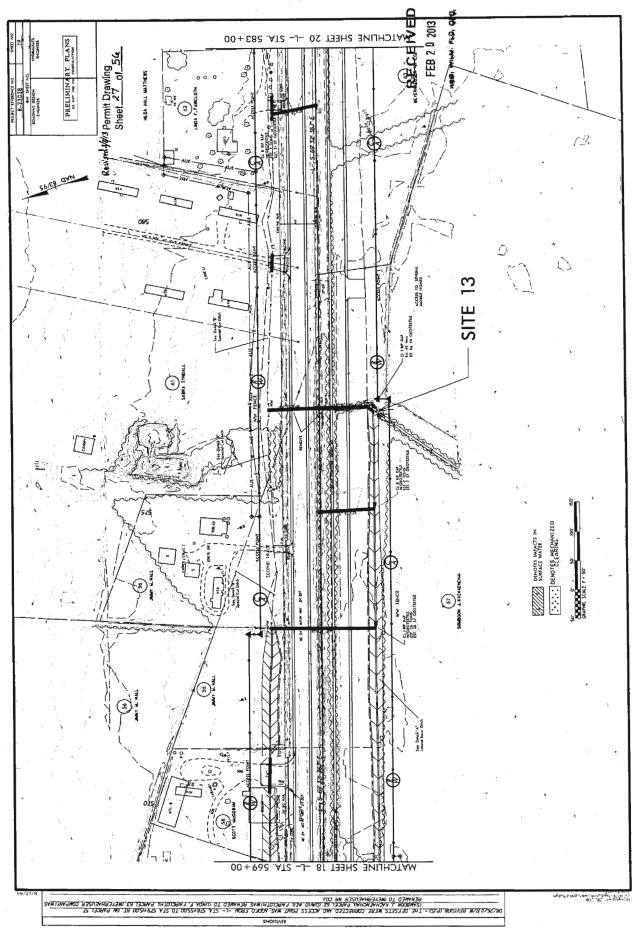
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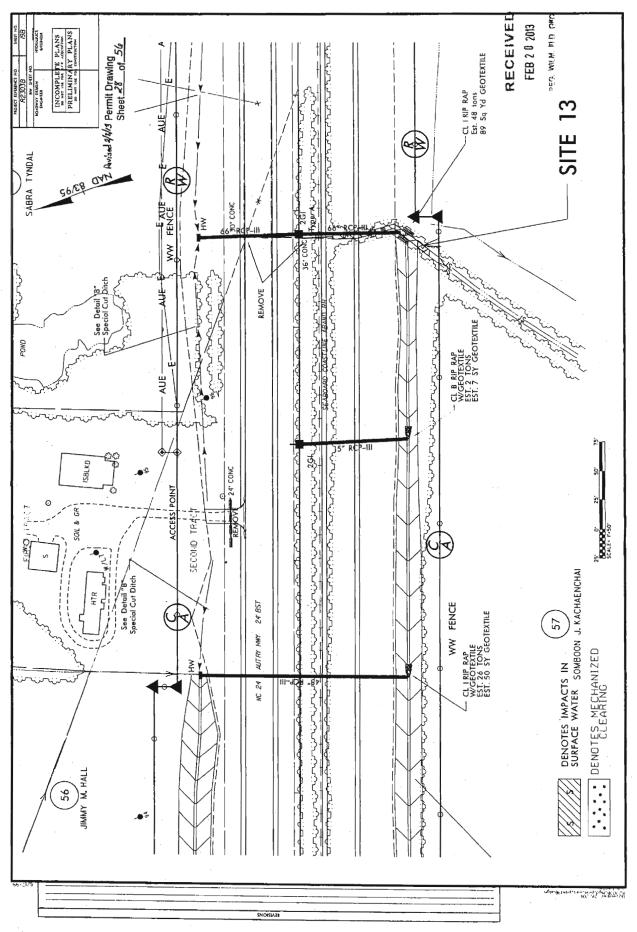


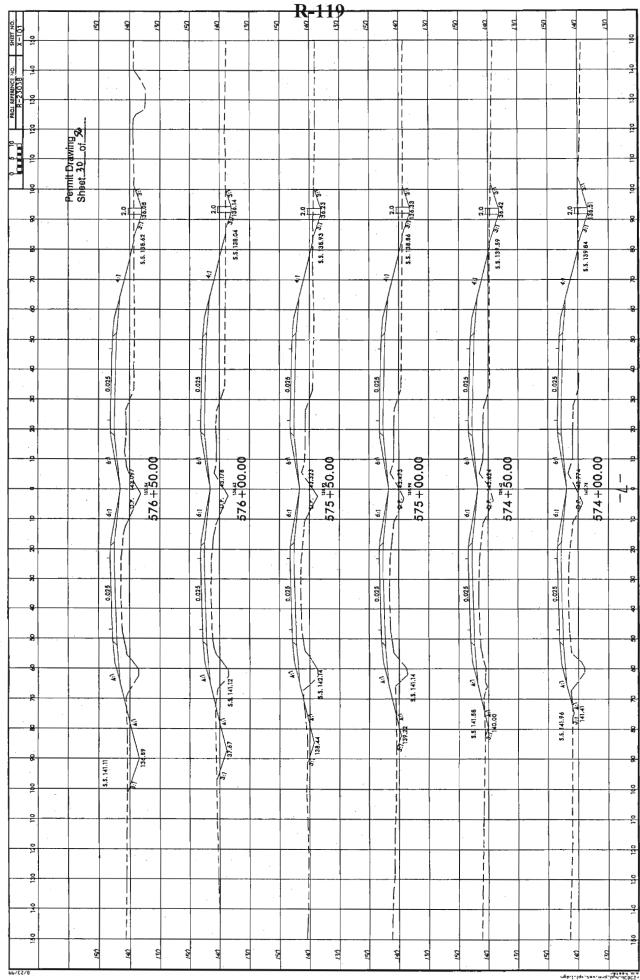


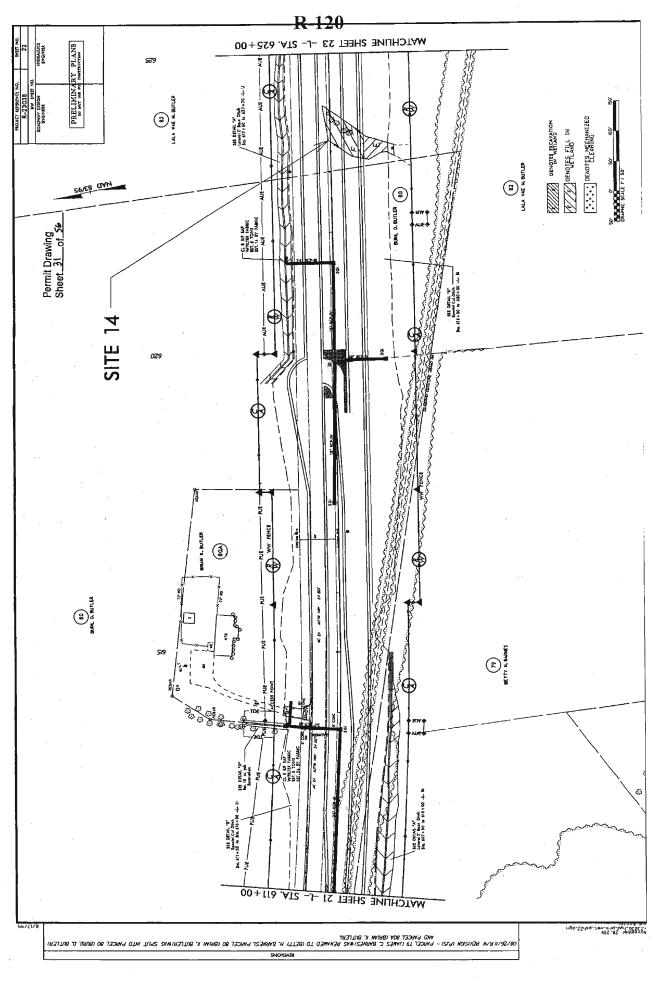


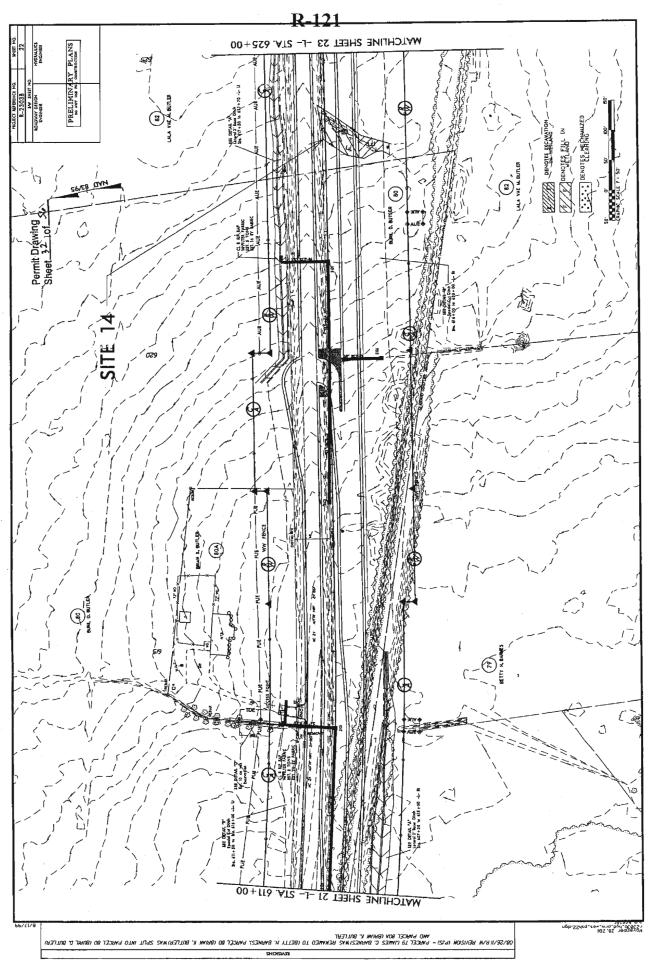




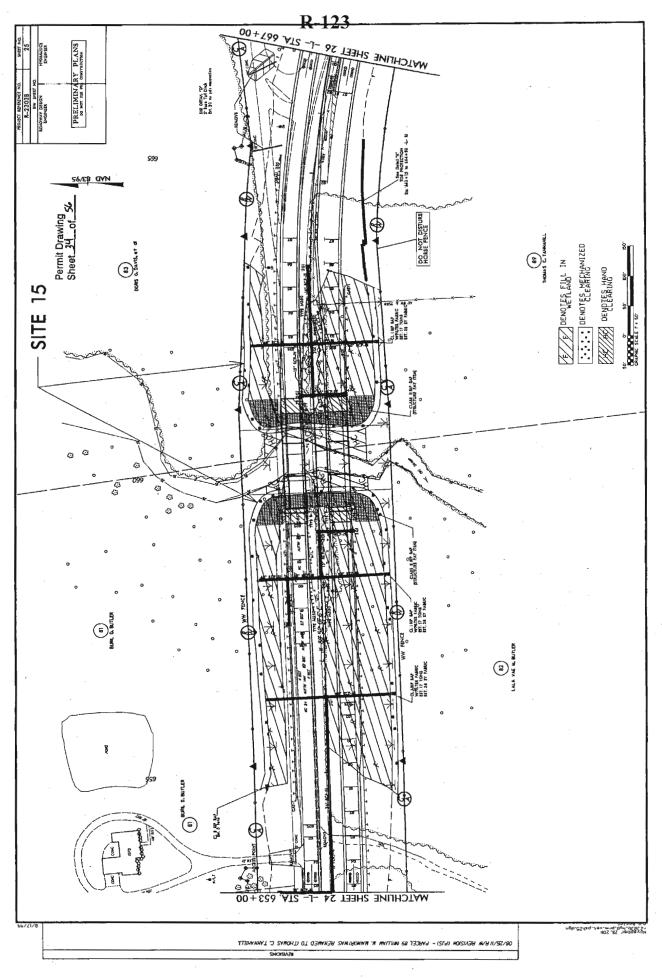


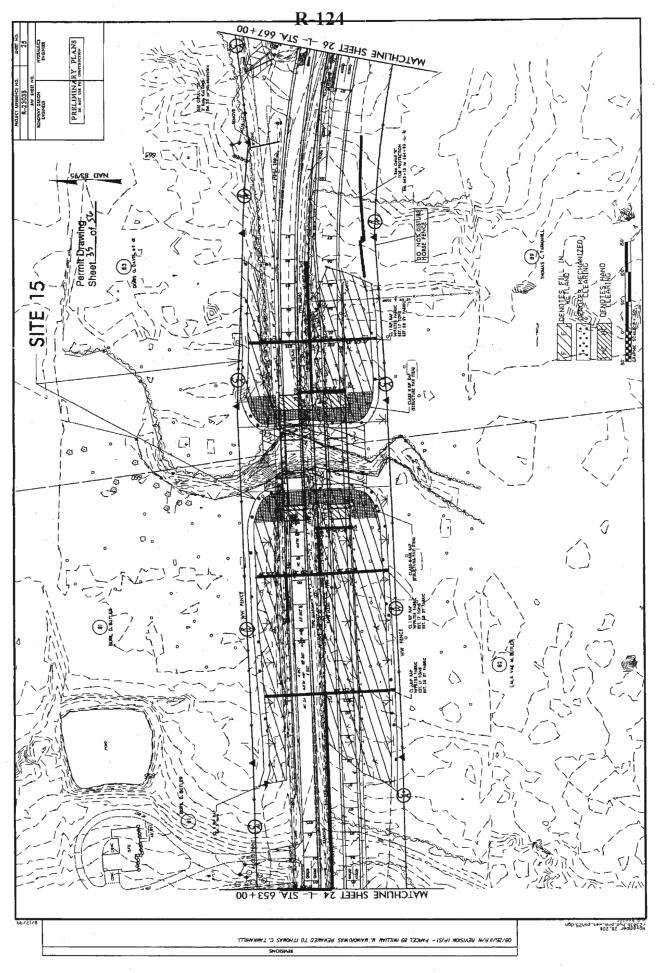




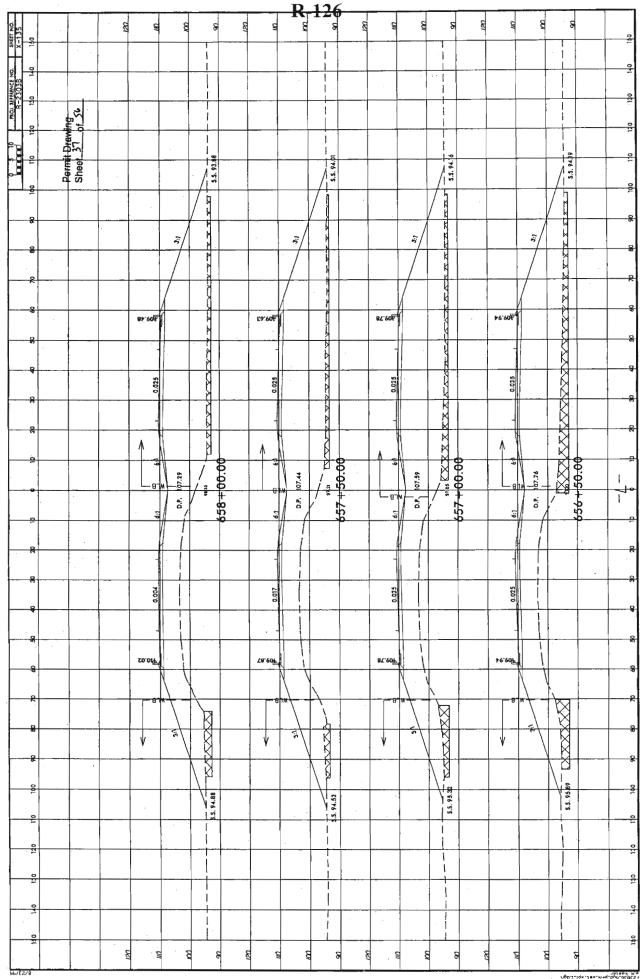


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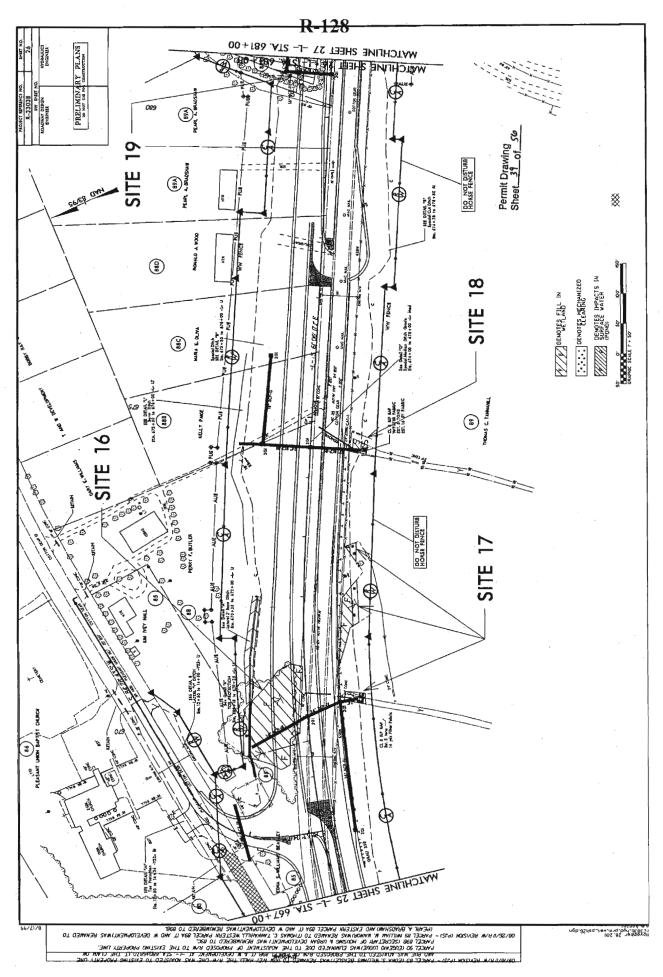


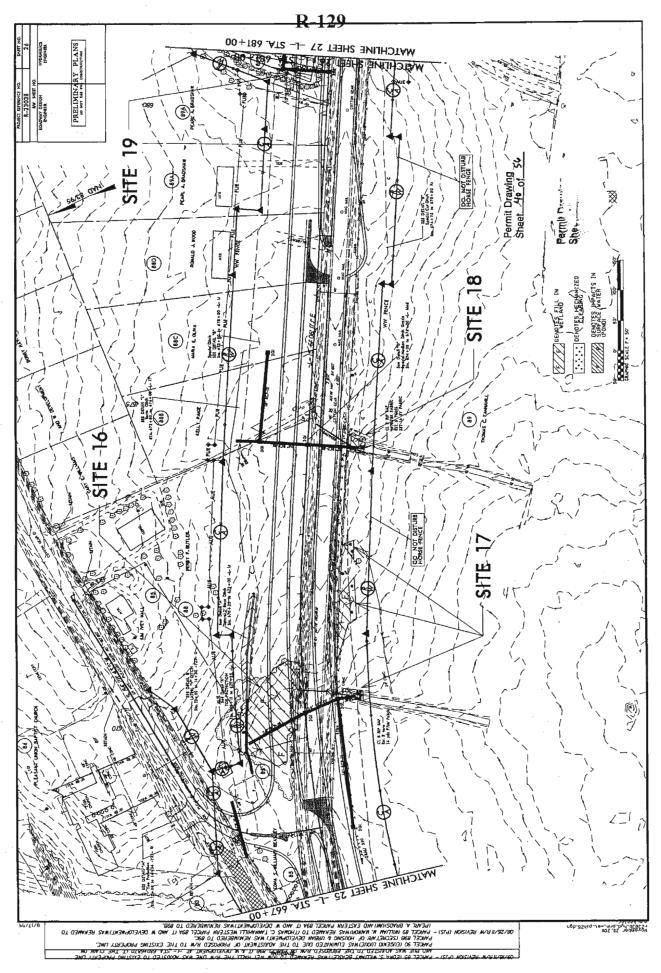


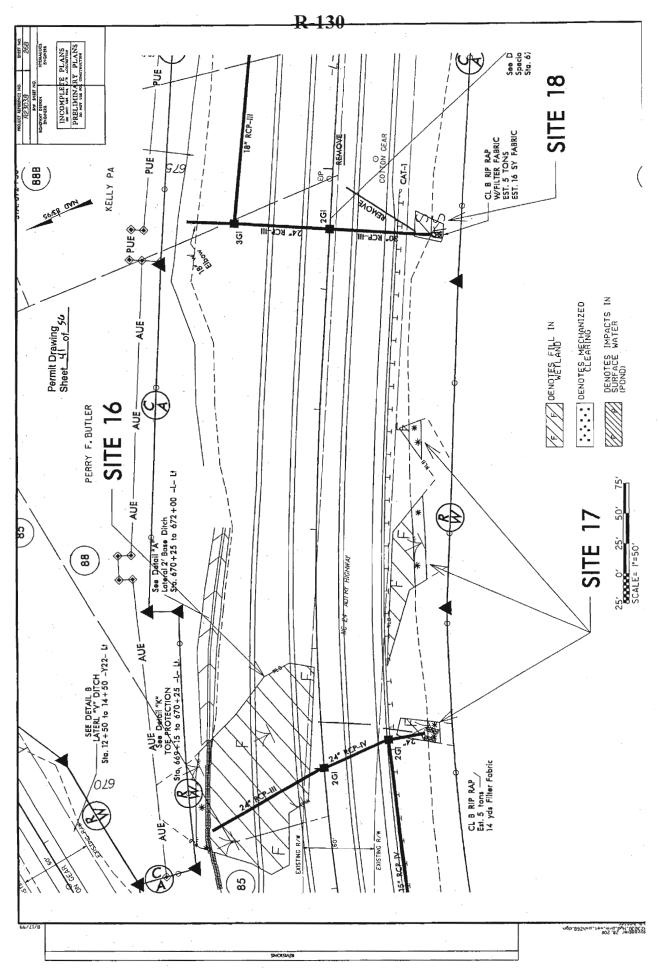
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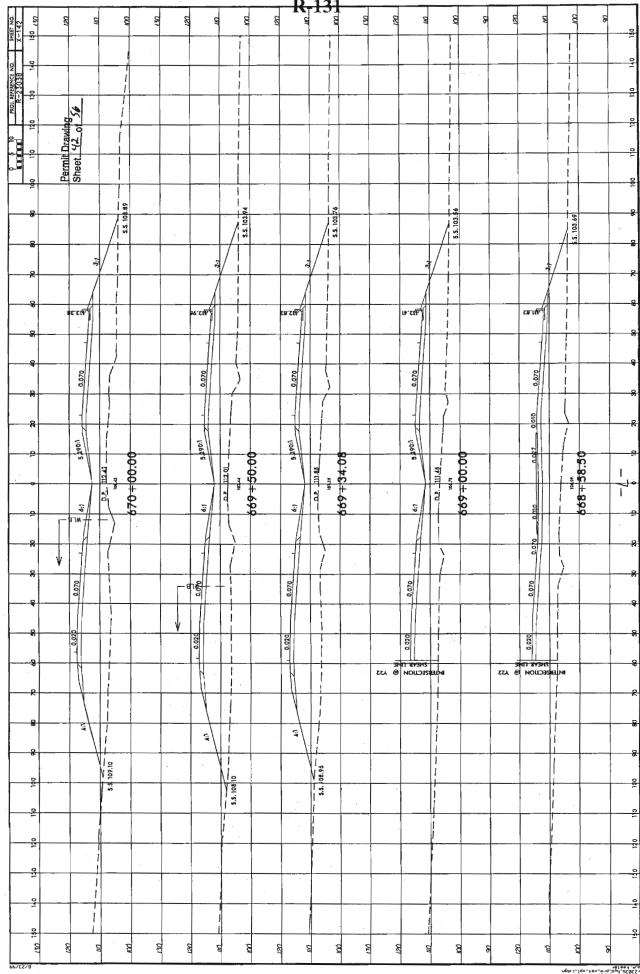


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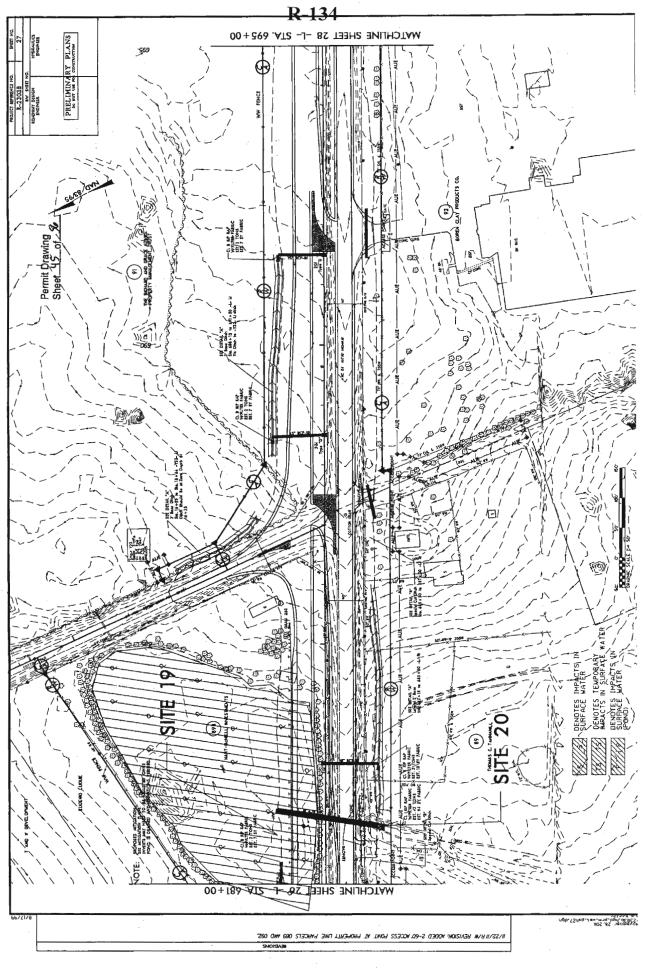


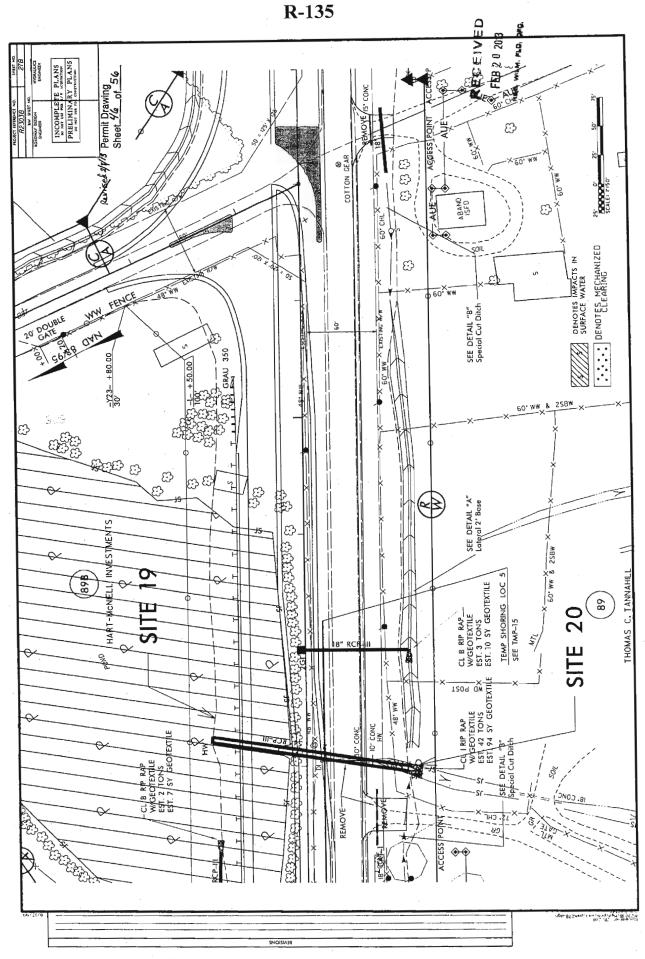


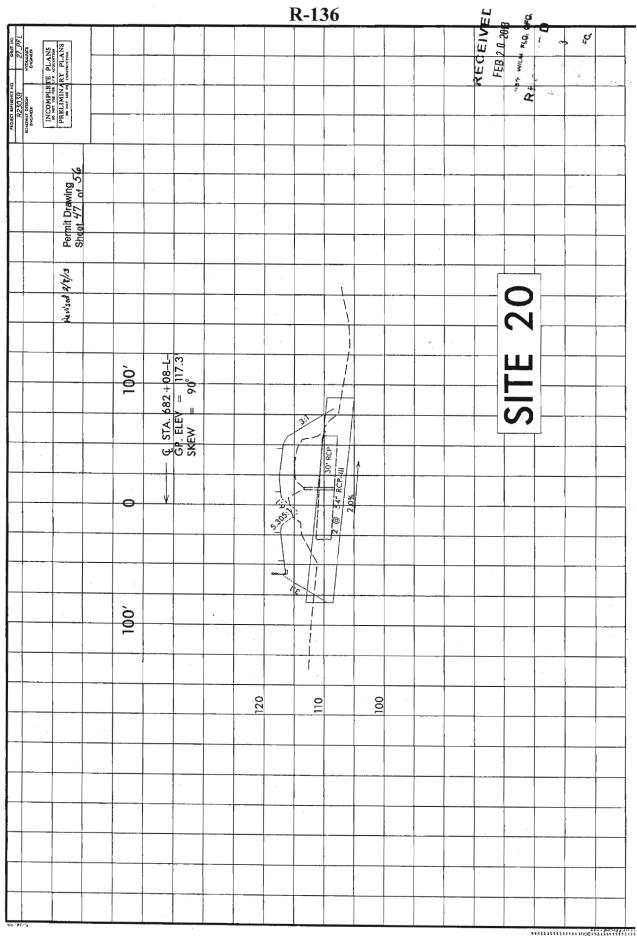




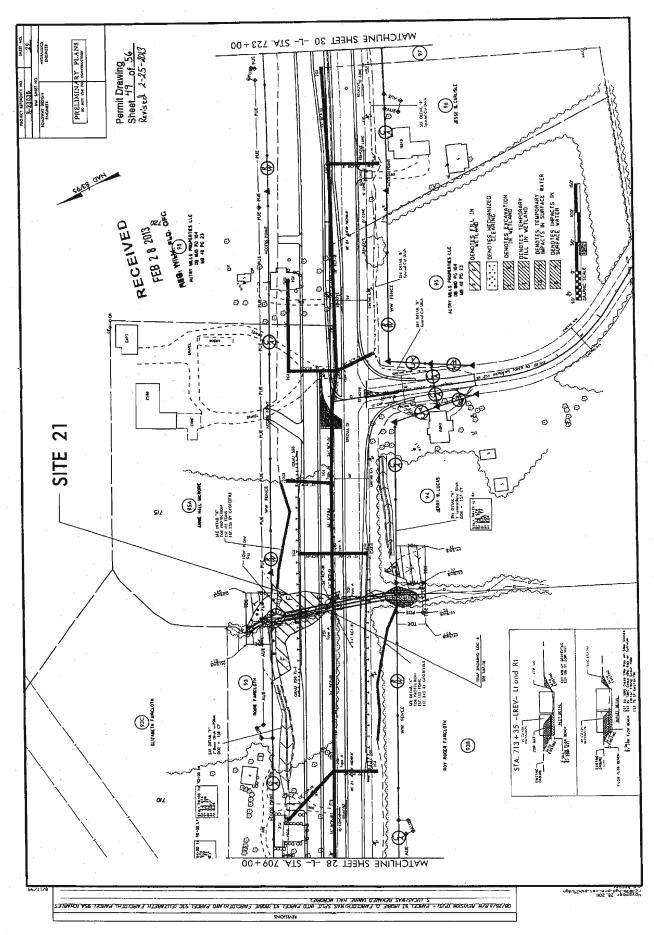
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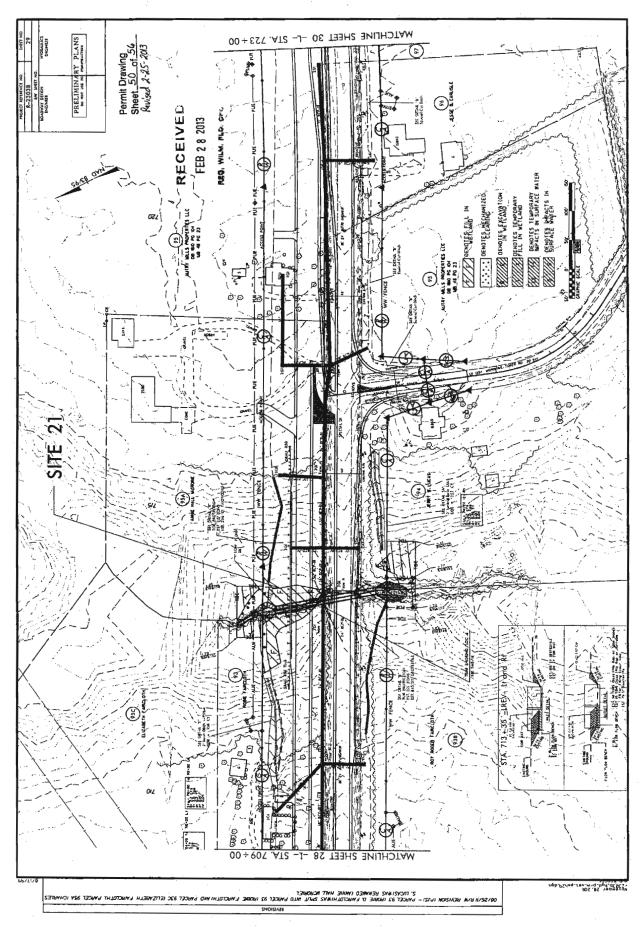


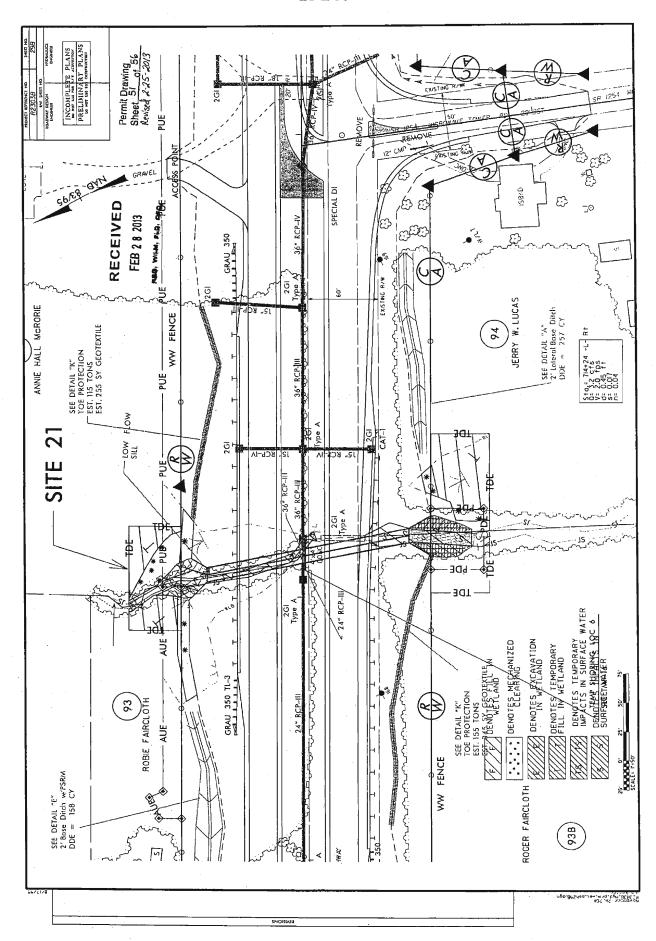


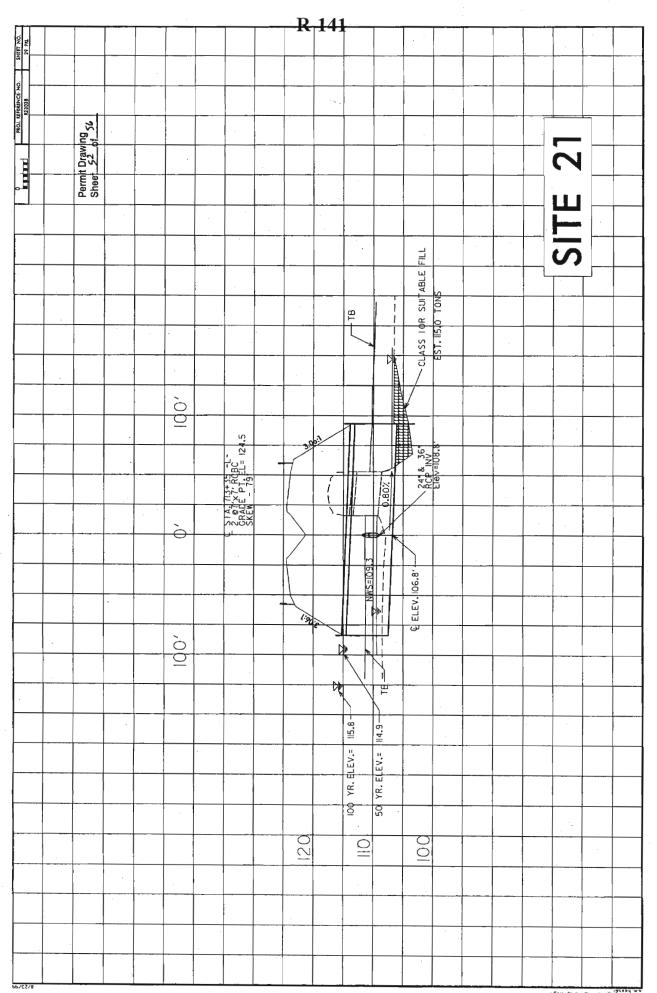


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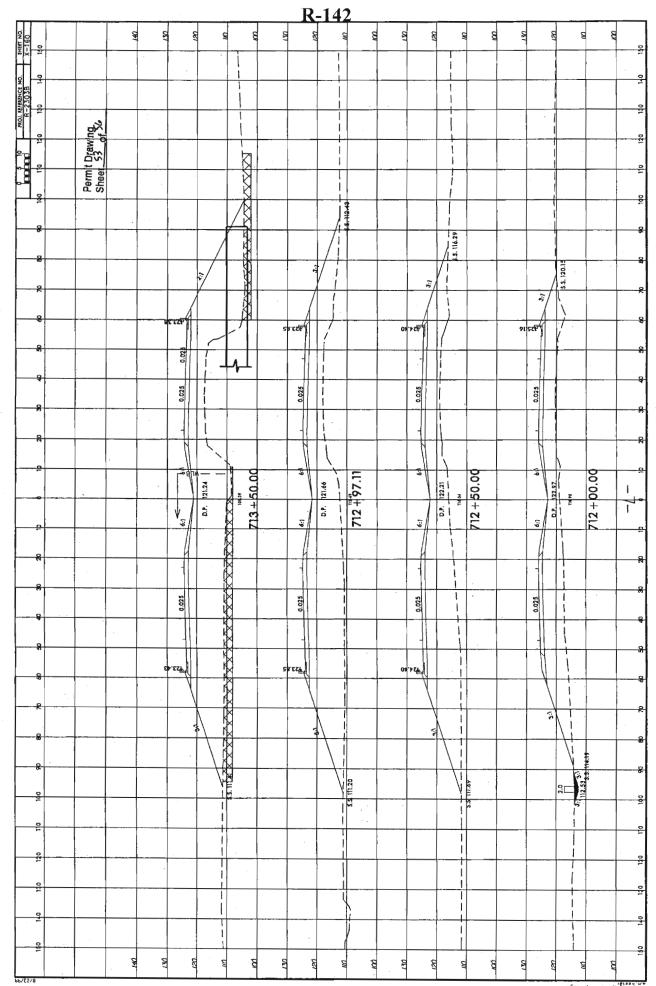








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Aused 4/8/19	PROPERTY OWN	NAMES	DORIS O, DAVIS	EDNA S. WILLIAMS BEASLEY	PERRY F, BUTLER	WILLIAM M. MAINOR	SECRETARY OF HOUSING	ROBIE D. FAIRCLOTH	JERRY W. LUCAS	CHARLES S. LUCAS								
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	PROPERTY OWNERS		NERY	JAMES H. SPELL R.O.	HEATHER ELIZABETH MELVIN 124	DONNA BROWN HOLDEN 182	HELEN S. SESSOMS P.O.	DOUGLAS NEW F.O.	EDDIE I, HALL 65IC AUT	JAMES R. STARLING P.O.	RICHARD FRANKLIN HALL 565	GEORGE L. HALL S44	JIMMY M. HALL 567	BURIL D. BUTLER 370	LALA VAE M. BUTLER 397	DI CUMBERI PR	NO 14	Taghs
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					¥	WETLAND PERMIT IMPACT SUMMARY	MIT IMPAC	S SUMMA	K			
				WET	WETLAND IMPACTS	crs			SURFACE	SURFACE WATER IMPACTS	PACTS	
				,			Hand		1	Existing	Existing	
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Site	Station	Structure	F III	Fills	<u>c</u>	Clearing	.⊑	SW	SW	Impacts		Stream
<u>.</u>	(From/To)	Size / Type	Wetlands	Wetlands	Wetlands	>	Wetlands	impacts	impacts	Permanent	ř	Design
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	388+00 to 391+28-L-	Ē	1.26			0.14						
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2	391+28 to 402+13-L-	Bridge			0.09	<0.01	3.53					
۳ ا	14+18 to 15+09-Y13-RT		0.01			0.02		-				
1-												
4	424+51 to 426+05-L-LT	Ē						0.25				
-												
5	425+57 to 426+51-L-LT	Fill	0.02			0.02						
Г												
9	430+34 to 432+25-L-RT	Fill/Pond						0.19				
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7A 4	431+78 to 434+23-L-	Fil						0.02		158.00		
7B 4	431+78 to 434+23-L-	Fill	0.23		0.01	0.03				,		
8	437+97 to 439+15-L-RT	Fii	0.07			0.02						
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9	438+58 to 441+68-L-LT	Fill						0.73				
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0	***10 542+45 to 545+21-L-LT	Fi	60.0			90.0						
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11	554+06 to 558+53-L-LT	Œ	0.01			0.10						
7												The second second
TOTALS			1 69		210	020	2 52	7		15000		

\* Site 2: Impacts from piles are Str. # 1 148sf, Str. # 2 148sf.

•• Site 6: Wetland Sta. 430+34-4-RT impact shown as total take due to Mitigation site. Additional impact outside of s.s. is 2.13 ac.

\*\*\*Site 10: This is a resource that is regulated by the NCDWQ but not by the USACE.

ATN Revised 3/31/05

Permit Drawing Sheet 55 of 56 Revised 2-25-20/3

NC DEPARTMENT OF TRANSPORTATION DIVISION OF HIGHWAYS

CUMBERLAND/SAMPSON COUNTY WBS - 34416.1.1 (R-2303B)

					WET	WETLAND PERMIT IMPACT SUMMARY	AIT IMPAC	T SUMMAR	Υ			
				WET	WETLAND IMPACTS	CTS			SURFACE	SURFACE WATER IMPACTS	PACTS	
			Permanent	Temp.	Excavation	Excavation Mechanized	Hand	Permanent	Temp.	Existing Channel	Existing Channel	Natural
Site		Structure	Fill in	Fill	.⊆ :	Clearing	.⊆ :	SW	SW	Impacts	Impacts	Stream
	(Prom/10)	Size / Iype	Wetlands (ac)	Wetlands (ac)	Wetlands (	in Wetlands (ac)	Wetlands (ac)	impacts (ac)	impacts (ac)	Permanent (ft)	emp.	Design (ft)
12	554+38 to 557+27-L-RT	Ē	0.28									
- 1										-		
13	576+76 to 576+89-L-RT							<0.01	<0.01			
4	623+20 to 624+12-L-RT		0.10		0.03	<0.01						
15	654+75 to 663+38-L-	Fill / Bridge	2.13			0.41	0.17					
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17	670+13 to 672+92-L-RT	Fill	0.05			0.02				LEB 2 8 2013		
1									F.8.0	REG. WILM, PLD. OFG.	311.0	
9	674+45 to 674+81-L-RT							<0.01	<0.01			
19	680+56 to 684+21-L-LT	Fill / Pond						0.44				
20	681+95 to 682+15-L-RT	Fil		-				<0.01	<0.01			
21	712+14 to 714+41 -L-	Fill / RCBC	0.13	0.12	0.01	0.06		0.03	<0.01	138.00		
1 I		Bank Stabilization						0.02	0.01	55.00	88.00	
1												
14	TOTALS:		2.95	0.12	0.04	0.58	0.17	0.51	0.02	193.00	88.00	
		GRAND TOTAL:	4.64	0.12	0.14	0.97	3.70	1.70	0.02	351.00	88.00	
o :≕	* Site 14 Wetland sta. 623+20-L-RT impact show Additional impact outside slope stake is 0.04 ac	-20-L-RT impact shown as total take. lope stake is 0.04 ac.,	as total take	ni					, ON	NC DEPARTMENT OF TRANSPORTATION	OF TRANSPOR	ration

\* Site 15: Impacts from piles are Str. # 3 25sf, Str. # 4 25sf.

\* Site 16 Wetland sta, 669+18-L-LT impact shown as total take due to ditch. Additional impact outside of ditch is 0.04 ac.

\* Site 19 Wetland sta. 680+56-L-LT impact shown as total take due to Mitigation site. Additional impact outside of s.s. is 1.99 ac.,

Permit Drawing Sheet 54 of 56 Puvised 2-27-2013

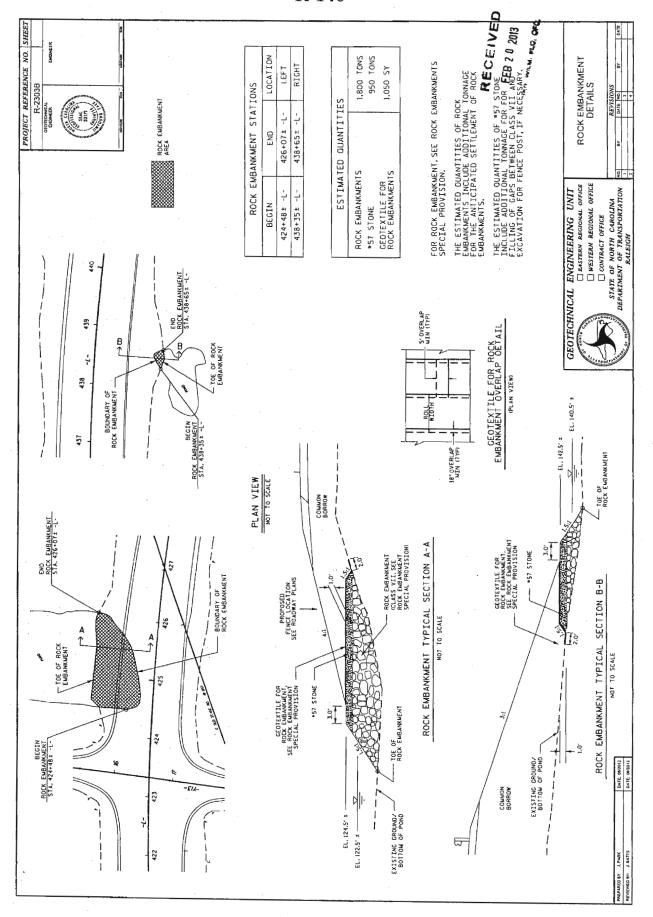
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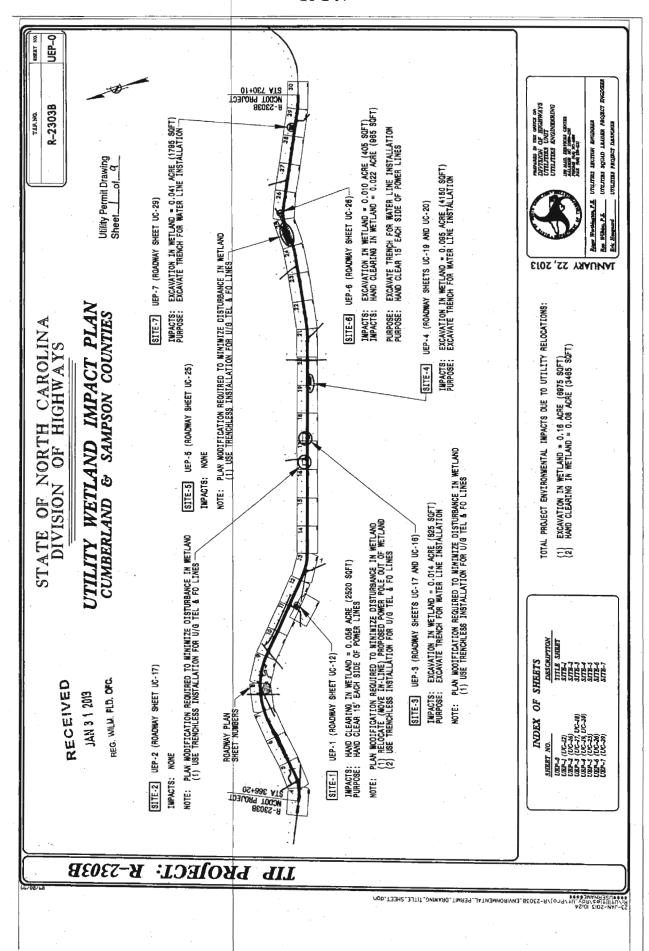
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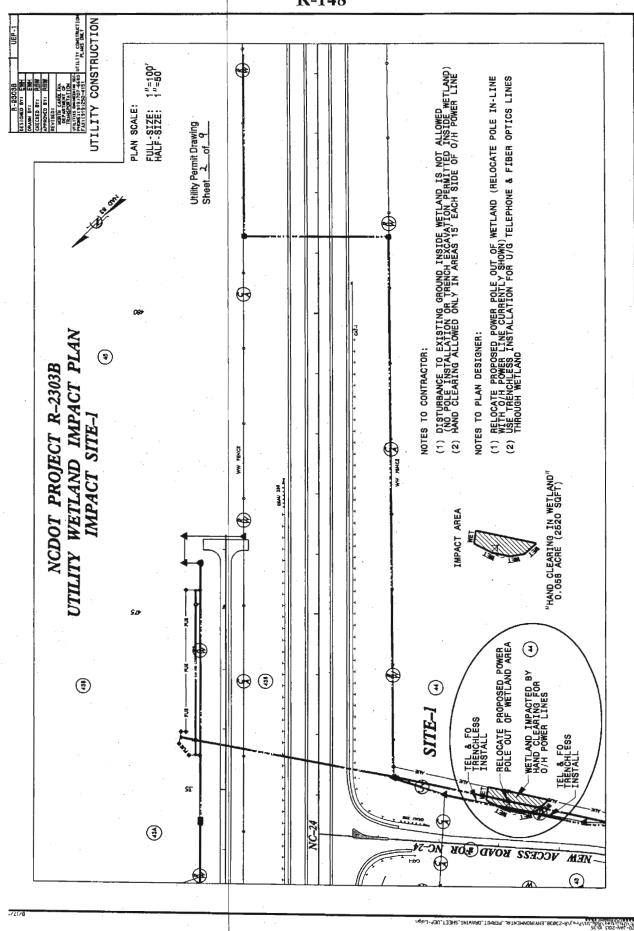
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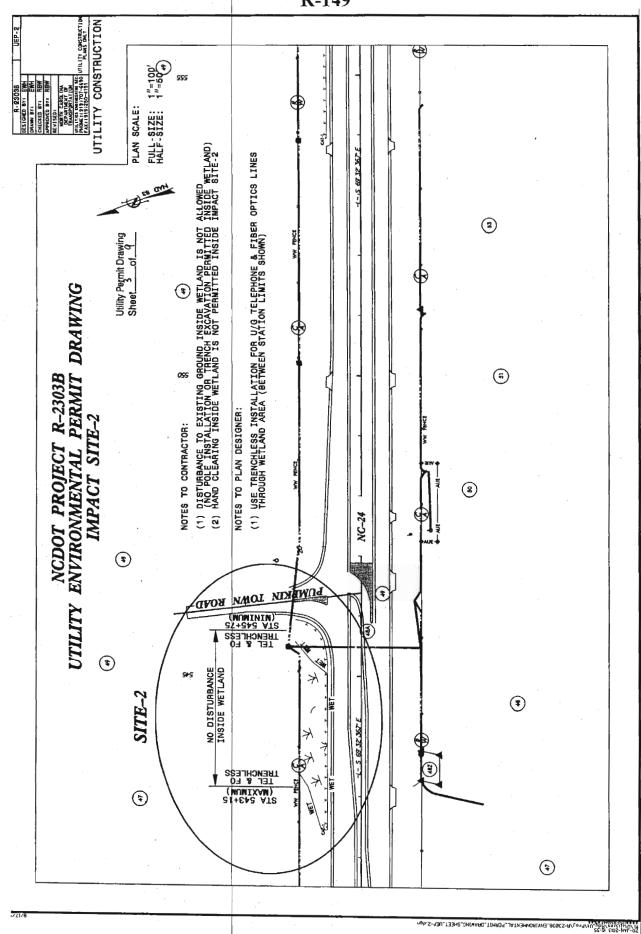
DIVISION OF HIGHWAYS

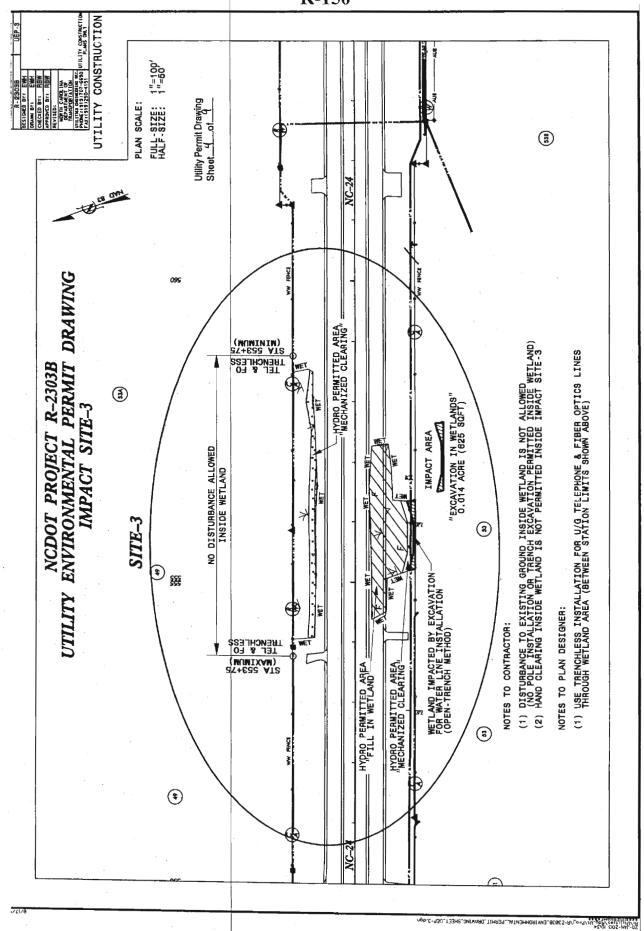
WBS - 34416.1.1 (R-2303B)

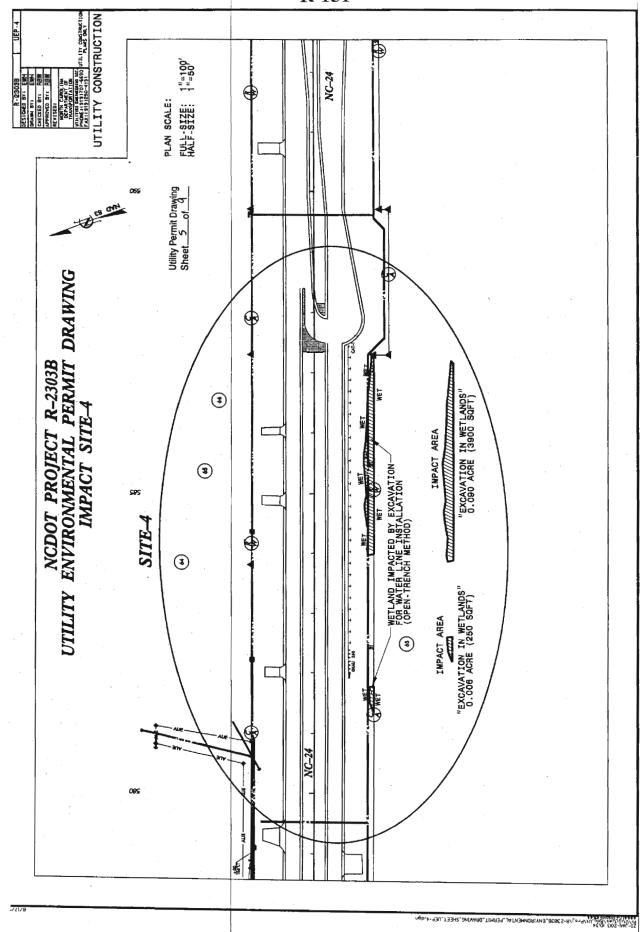


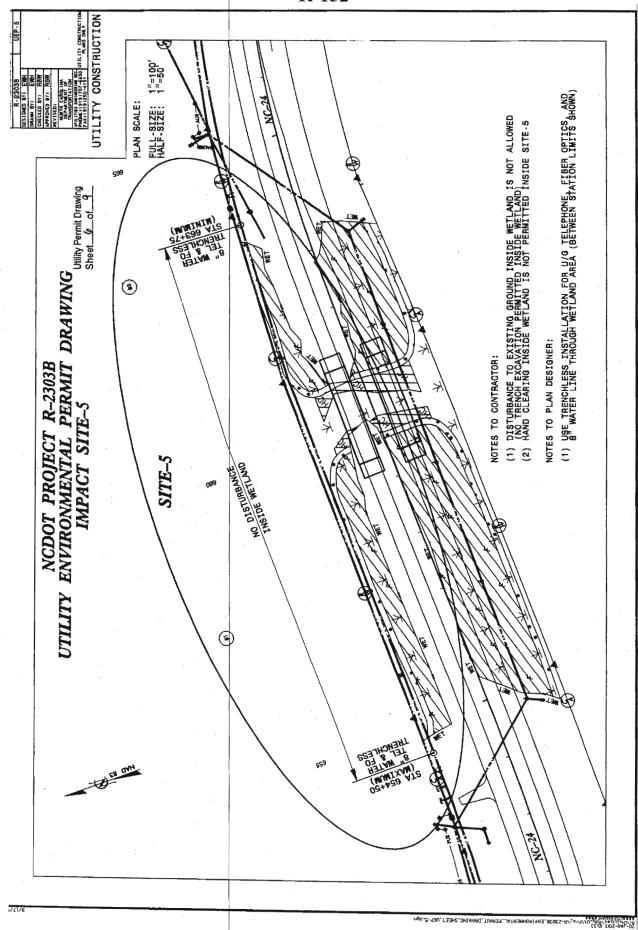


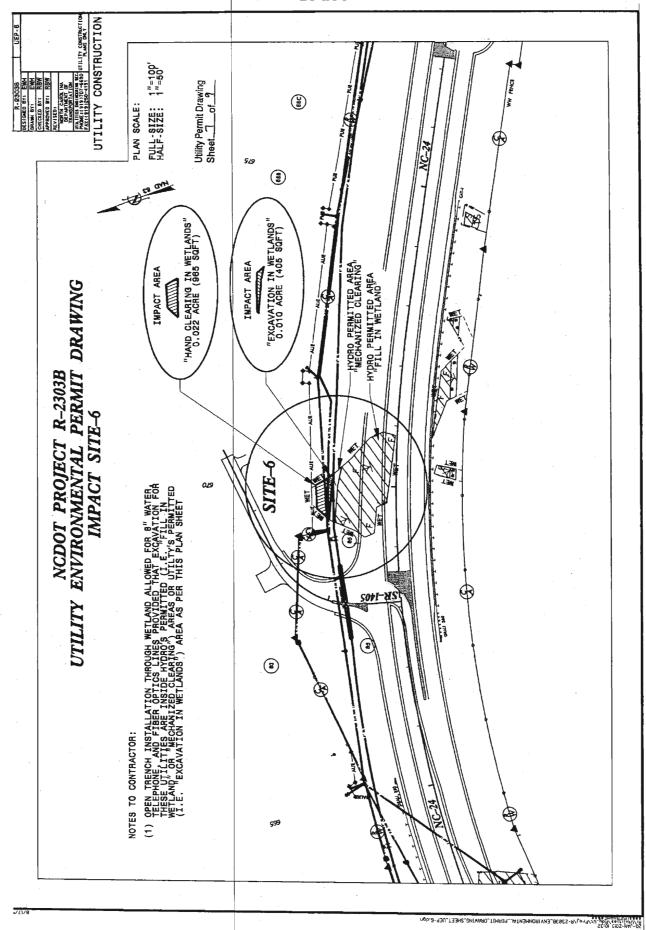


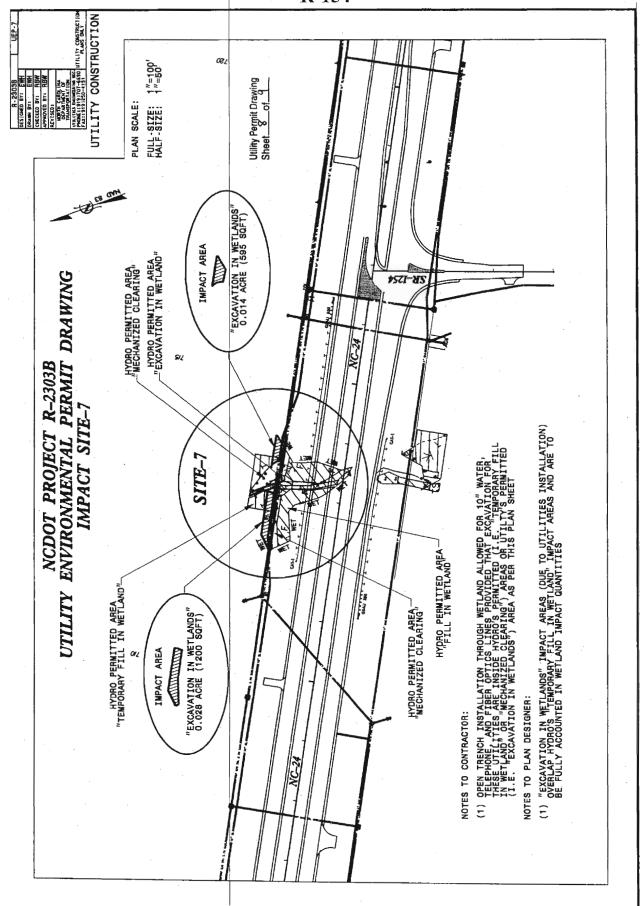












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				WET	WETLAND IMPACTS	crs			SURFACE	SURFACE WATER IMPACTS	PACTS	
Site	Station	Structure	Permanent Fill In	Temp. Fill In	Excavation	Excavation Mechanized in Clearing	Hand Clearing in	<u>u</u>	Temp. SW	Existing Channel Impacts		Natural Stream
o N	(From/To)	Size / Type	Wetfands (ac)	Wettands (ac)	Wettands (ac)	in Wetlands (ac)	Wetlands (ac)	impacts (ac)	impacts (ac)	Permanent (ft)	Temp.	Design (ft)
-	472+00-L-	O/H POWER					90.0					
3	545+00 -L-	U/G WATER			0.01							
4	584+00 -L-	U/G WATER			0.10							
9	670+00 -L-	U/G WATER			0.01							
9	670+00 -L-	O/H JOWER	1				0.02					
7	713+00 -L-	U/G WATER			0.04							
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									ćo *	CUMBERLAND/SAMPSON COUNTY WBS - 34416.1.1 (R-2303B)	AMPSON COUN' .1 (R-2303B)	JNTY (B)
									SHEET			1/22/2019
ATM Revised 201/05												



Regulatory Division

Action ID No. SAW-1992-03237

### **DEPARTMENT OF THE ARMY** WILMINGTON DISTRICT, CORPS OF ENGINEERS

**69 DARLINGTON AVENUE** WILMINGTON, NORTH CAROLINA 28403-1343

March 22, 2013

NEW 5-1-13

DIVISION OF HIGHWAYS PDEA-OFFICE OF NATURAL ENVIRON

Note - Pages 156-165 are modifications applicable to R-2303A Permit.

Dr. Gregory J. Thorpe, Ph.D. Environmental Management Director, PDEA North Carolina Department of Transportation 1598 Mail Service Center Raleigh, North Carolina 27699-1598

Dear Dr. Thorpe:

Reference the Department of the Army (DA) permit issued on December 12, 2012, for the discharge of fill material into waters and wetlands adjacent to various Creeks, and their tributaries in order to construct Section A of TIP# R-2303 (NC 24), Cumberland County, North Carolina. Reference is also made to your Section A permit modification request dated March 13, 2013 with revision to work plan drawings dated March 18, 2013. This information was submitted to request authorization to complete utility installation which will result in hand clearing within jurisdictional areas. Specifically, the request is to impact an additional 0.19 acre of wetland that will be cut and maintained in a different vegetative state under overhead power lines.

I have determined that the proposed project modifications described above are not contrary to the public interest and consistent with the 404 (B)(1) and therefore, the DA permit is hereby modified.

This modification approval will be utilized for future compliance of the project. If you have questions, please contact Brad Shaver of the Wilmington Regulatory Field Office, at telephone (910) 251-4611.

Sincerely,

Steven A. Baker Colonel, U. S. Army District Commander -2-

### Copies Furnished (electronic):

Mr. Mason Herndon, NCDWQ Mr. Stoney Mathis, NCDOT Mr. Chris Rivenbark, NCDOT Mr. Chris Manley, NCDOT



### North Carolina Department of Environment and Natural Resources

Pat McCrory Governor

Division of Water Quality Charles Wakild, P. E. Director

John E. Skvarla, III Secretary

March 18, 2013

Dr. Greg Thorpe, PhD., Manager Project Development and Environmental Analysis North Carolina Department of Transportation 1598 Mail Service Center Raleigh, North Carolina, 27699-1598

Subject: Modification to the 401 Water Quality Certification Pursuant to Section 401 of the Federal Clean Water

with ADDITIONAL CONDITIONS for Proposed improvements to NC 24 from 2.8 miles east of I-95 in Cumberland County to I-40 in Sampson County, Federal Aid Project No. STPNHF-F-8-2(17), WBS No.

34416.1.1, TIP R-2303A

NCDWQ Project No. 20120240 v.4

Dear Dr. Thorpe:

Attached hereto is a modification of Certification No. 3942 issued to The North Carolina Department of Transportation (NCDOT) dated September 24, 2012 and modification issued February 25, 2013.

If we can be of further assistance, do not hesitate to contact us.

Sincerely,

Charles Wakild

Director

### Attachments

cc: Brad Shaver, US Army Corps of Engineers, Wilmington Field Office (electronic copy only) Greg Burns, PE, Division 6 Engineer Jim Rerko, Division 6 Environmental Officer Chris Militscher, Environmental Protection Agency (electronic copy only) Gary Jordan, US Fish and Wildlife Service (electronic copy only) Travis Wilson, NC Wildlife Resources Commission Jason Elliott, NCDOT, Roadside Environmental Unit Jim Stanfill, Ecosystem Enhancement Program Sonia Carrillo, NCDWQ Central Office File Copy

Transportation and Permitting Unit 1650 Mail Service Center, Raleigh, North Carolina 27699-1617 Location: 512 N. Salisbury St. Raleigh, North Carolina 27604 Phone: 919-807-6300 \ FAX: 919-807-6488 Internet: www.ncwaterquality.org



### Modification to the 401 Water Quality Certification Pursuant to Section 401 of the Federal Clean Water Act with ADDITIONAL CONDITIONS

THIS CERTIFICATION is issued in conformity with the requirements of Section 401 Public Laws 92-500 and 95-217 of the United States and subject to the North Carolina Division of Water Quality (NCDWQ) Regulations in 15 NCAC 2H .0500. This certification authorizes the NCDOT to impact an additional 0.19 acres of jurisdictional wetlands in Cumberland County. The project shall be constructed pursuant to the modification dated received March 13, 2013 and revisions received on March 18, 2013. The authorized impacts are as described below:

Wetland Impacts in the Cape Fear River Basin

Site	Station	Wetland Type*	Fill (ac)	Fill (temporary) (ac)	Excavation (ac)	Mechanized Clearing (ac)	Hand Clearing (ac)	Total Wetland Impact (ac)
		•	]	R-2303A Utiliti	es			
U-21	168+00-L-RT	NR	0	0	0	0	0.11	0.11
U-34	322+00-L-LT	R	0	0	0	0	0.01	0.01
U-35	322+50-L-RT	R	0	0	0	0	0.05	0.05
U-36	348+75-L-RT	NR	0	0	0	<sup>'</sup> 0	0.02	0.02
	Total		0	0	0	0	0.19	0.19

The application provides adequate assurance that the discharge of fill material into the waters of the Cape Fear River Basin in conjunction with the proposed development will not result in a violation of applicable Water Quality Standards and discharge guidelines. Therefore, the State of North Carolina certifies that this activity will not violate the applicable portions of Sections 301, 302, 303, 306, 307 of PL 92-500 and PL 95-217 if conducted in accordance with the application and conditions hereinafter set forth.

This approval is only valid for the purpose and design that you submitted in your modified application dated received March 13, 2013 and revisions received on March 18, 2013. All the authorized activities and conditions of certification associated with the original Water Quality Certification dated September 24, 2012 and modification issued February 25, 2013 still apply except where superceded by this certification. Should your project change, you are required to notify NCDWQ and submit a new application. If the property is sold, the new owner must be given a copy of this Certification and approval letter, and is thereby responsible for complying with all the conditions. If any additional wetland impacts, or stream impacts, for this project (now or in the future) exceed one acre or 150 linear feet, respectively, additional compensatory mitigation may be required as described in 15A NCAC 2H .0506 (h) (6) and (7). For this approval to remain valid, you are required to comply with all the conditions listed below. In addition, you should obtain all other federal, state or local permits before proceeding with your project including (but not limited to) Sediment and Erosion control, Coastal Stormwater, Non-discharge and Water Supply watershed regulations. This Certification shall expire on the same day as the expiration date of the corresponding Corps of Engineers Permit.

### Condition(s) of Certification:

This modification is applicable only to the additional proposed utility relocation activities. All of the
authorized activities and conditions of certification associated with the original Water Quality
Certification dated September, 24, 2012 and subsequent modification dated February 15, 2013 still apply
except where superceded by this certification.

Violations of any condition herein set forth may result in revocation of this Certification and may result in criminal and/or civil penalties. This Certification shall become null and void unless the above conditions are made conditions of the Federal 404 and/or Coastal Area Management Act Permit. This Certification shall expire upon the expiration of the 404 or CAMA permit.

If you wish to contest any statement in the attached Certification you must file a petition for an administrative hearing. You may obtain the petition form from the office of Administrative hearings. You must file the petition with the office of Administrative Hearings within sixty (60) days of receipt of this notice. A petition is considered filed when it is received in the office of Administrative Hearings during normal office hours. The Office of

Administrative Hearings accepts filings Monday through Friday between the hours of 8:00am and 5:00pm, except for official state holidays. The original and one (1) copy of the petition must be filed with the Office of Administrative Hearings.

The petition may be faxed-provided the original and one copy of the document is received by the Office of Administrative Hearings within five (5) business days following the faxed transmission.

The mailing address for the Office of Administrative Hearings is:

Office of Administrative Hearings 6714 Mail Service Center Raleigh, NC 27699-6714 Telephone: (919)-431-3000, Facsimile: (919)-431-3100

A copy of the petition must also be served on DENR as follows:

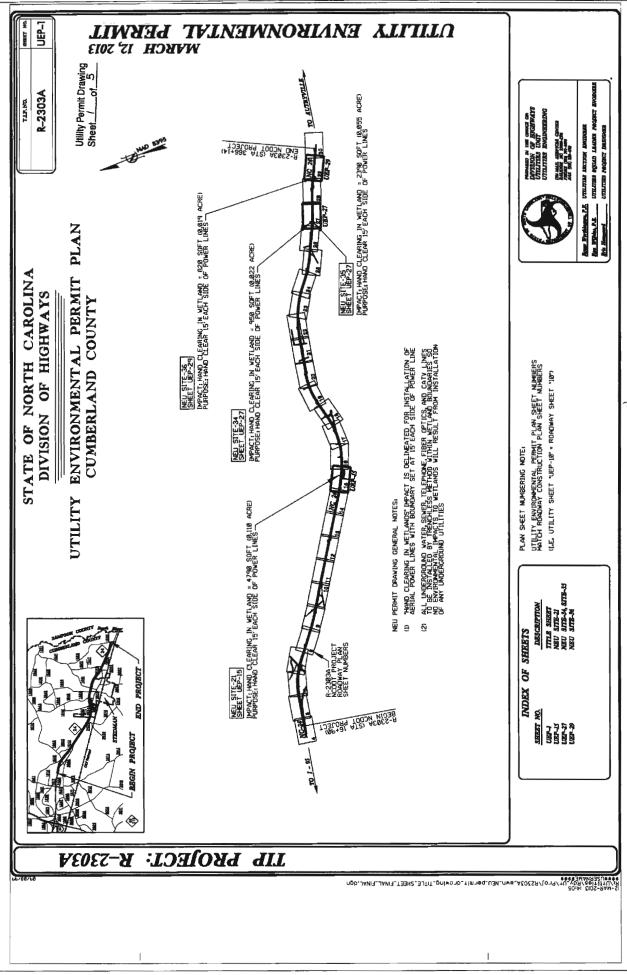
Mr. Lacy Presnell, General Counsel
Department of Environment and Natural Resources
1601 Mail Service Center

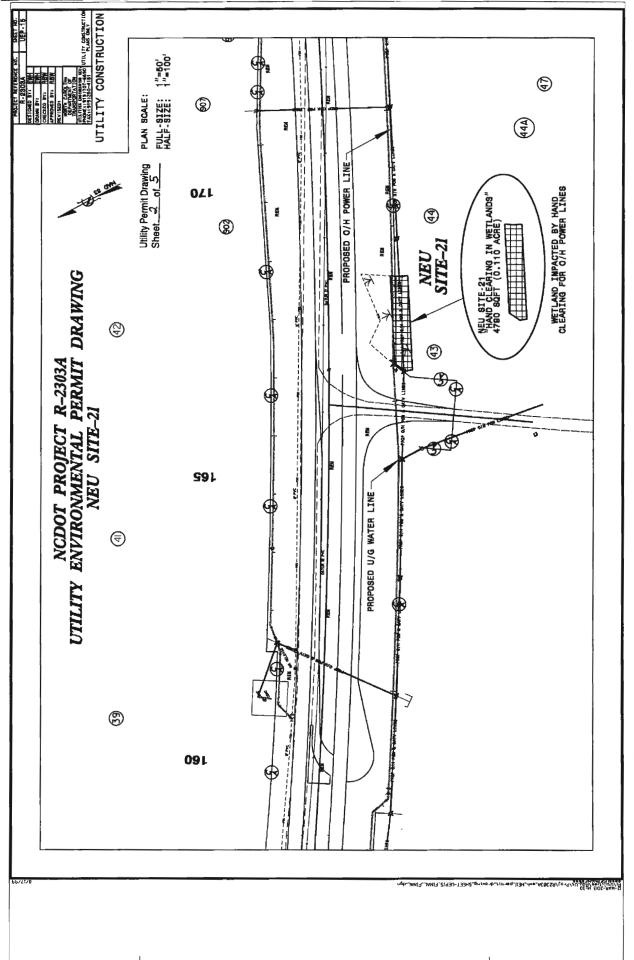
This the 18th day of March 2013

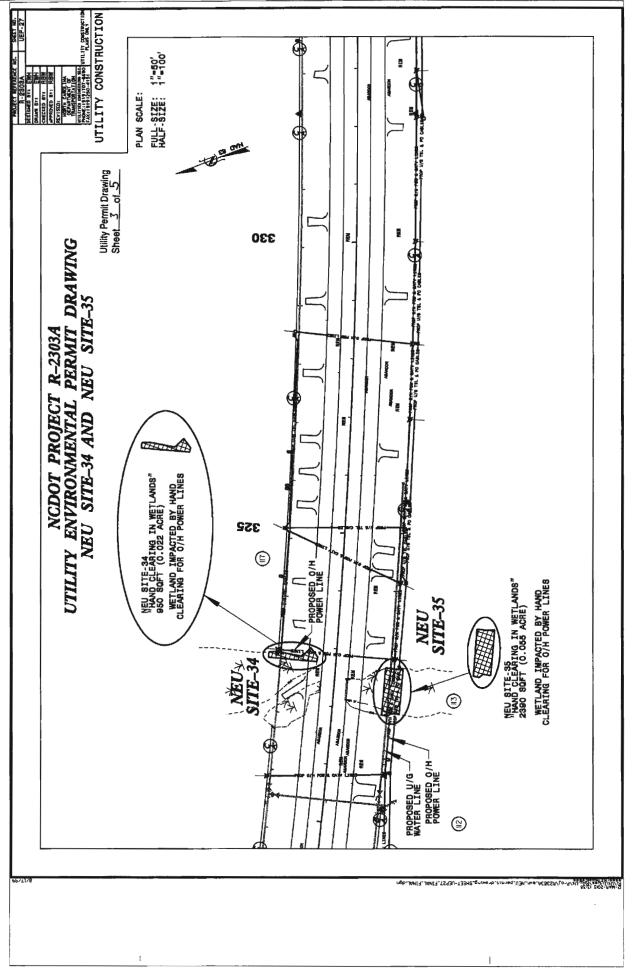
DIVISION OF WATER QUALITY

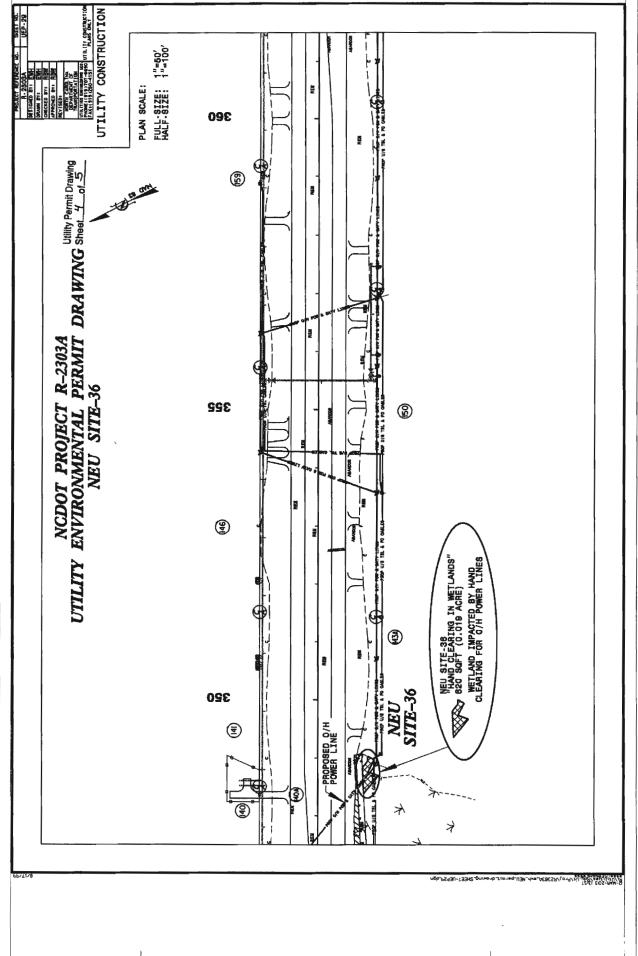
Charles Wakild Director

WQC No. 3942









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ó	(From/To)	Size / Type	Wetlands	Wetlands	spı	.⊑	Wetlands	impacts	impacts	Permanent		Design
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35	322+50 -R-	O/H POWER					90.0					
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ATN Revised 3/31/05	1,005								SHEET			3/12/2013

Utility Permit Drawing Sheet 5 of 5

# 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 <u>Weed</u>	Limitations per Lb. of Seed
Blessed Thistle Cocklebur	4 seeds 4 seeds	Cornflower (Ragged Robin) Texas Panicum	27 seeds 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

Bermudagrass

Browntop Millet

Korean Lespedeza German Millet – Strain R Weeping Lovegrass Clover – Red/White/Crimson

Carpetgrass

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

Common or Sweet Sundangrass

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

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

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

Centipedegrass Japanese Millet

Crownvetch Reed Canary Grass

Pensacola Bahiagrass Zovsia

Creeping Red Fescue

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

Barnyard Grass Big Bluestem Little Bluestem

Bristly Locust
Birdsfoot Trefoil
Indiangrass
Orchardgrass
Switchgrass
Yellow Blossom Sweet Clover

### **STANDARD SPECIAL PROVISION**

### **ERRATA**

(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<sup>D</sup>" with "Table 7<sup>D</sup>" and Permittivity, Type 3<sup>B</sup>, replace "Table 7<sup>D</sup>" with "Table 8<sup>D</sup>".

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 <a href="https://www.ncagr.gov/plantindustry/Plant/quaran/table2.htm">https://www.ncagr.gov/plantindustry/Plant/quaran/table2.htm</a> 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

## **MINIMUM WAGES**

(7-21-09) Z-5

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

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

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

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

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

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

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

### STANDARD SPECIAL PROVISION

## **TITLE VI AND NONDISCRIMINATION:**

(6-28-77)(Rev 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 (a) through (f) in every subcontract, including procurements of materials and leases of equipment, unless exempt by the Acts, the Regulations and directives issued pursuant thereto. The contractor shall take action with respect to any subcontract or procurement as the Recipient or the FHWA may direct as a means of enforcing such provisions including sanctions for noncompliance. Provided, that if the contractor becomes involved in, or is threatened with litigation by a subcontractor, or supplier because of such direction, the contractor may request the Recipient to enter into any litigation to protect the interests of the Recipient. In addition, the contractor may request the United States to enter into the litigation to protect the interests of the United States.

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

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

- (a) During the performance of this contract or agreement, contractors (e.g., subcontractors, consultants, vendors, prime contractors) are responsible for complying with NCDOT's Title VI Program. Contractors are not required to prepare or submit Title VI Programs. To comply with this section, the prime contractor shall:
  - 1. Post NCDOT's Notice of Nondiscrimination and the Contractor's own Equal Employment Opportunity (EEO) Policy in conspicuous locations accessible to all employees, applicants and subcontractors on the jobsite.
  - Physically incorporate the required Title VI clauses into all subcontracts on federallyassisted 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.
- 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; 49 CFR Part 21; 23 CFR 200; 49 U.S.C. 5332(b); 49 U.S.C. 47123. (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. Note: Sex under this program does not include sexual orientation.	Women and Men	1973 Federal-Aid Highway Act; 49 U.S.C. 5332(b); 49 U.S.C. 47123.	
Age	Persons of any age	21-year-old person	Age Discrimination Act of 1975 49 U.S.C. 5332(b); 49 U.S.C. 47123.	
Disability	Physical or mental impairment, permanent or temporary, or perceived.	Blind, alcoholic, para-amputee, epileptic, diabetic, arthritic	Section 504 of the Rehabilitation Act of 1973; Americans with Disabilities Act of 1990	
Religion (in the context of employment) (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. <i>Note:</i> 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; 23 CFR 230; FHWA-1273 Required Contract Provisions. (49 U.S.C. 5332(b); 49 U.S.C. 47123)	

<sup>(3)</sup> 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 abovementioned 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

Area 025 23.5%

Tyrrell County
Washington County

Wavne County

Wilson County

Columbus County Duplin County Onslow County Pender County Area 026 33.5%
Bladen County
Hoke County
Richmond County
Robeson County
Sampson County
Scotland County

<u>Area 027 24.7%</u>

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

<u> Area 030 6.3%</u>

Avery County
Cherokee County
Clay County
Graham County
Haywood County
Henderson County
Jackson County
McDowell County
Macon County
Mitchell County
Swain County
Transylvania Count

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

## Goals for Female

## Participation in Each Trade

(Statewide) 6.9%

#### **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:

of the journeyman wage for the first half of the training period
of the journeyman wage for the third quarter of the training period
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.

## WORK ZONE TRAFFIC CONTROL GENERAL REQUIREMENTS

#### **TEMPORARY TRAFFIC CONTROL (TTC):**

(7-16-13) RWZ-1

Maintain traffic in accordance with Divisions 10, 11 and 12 of the 2018 Standard Specifications and the following provisions:

Install Work Zone Advance Warning Signs in accordance with the detail drawing provided in these plans prior to beginning any other work. Use a lane closure or slow moving operation to complete the work, as necessary, unless otherwise indicated. Refer to Standard Drawing No. 1101.02, 1101.11, 1110.01, 1110.02, 1130.01 1135.01 and 1180.01 of the 2018 Roadway Standard

*Drawings*. Use a moving operation only if the minimum speed maintained at all times is 3 mph with no stops that narrow or close a lane of travel. If the moving operation is progressing slower than 3 mph at any time, install a lane closure. Maintain the existing traffic pattern at all times, except in the immediate work zone where lane closures are allowed as determined by the Engineer.

Refer to attached details and Standard Drawing No. 1101.02, 1101.03, 1101.04, 1101.05, 1101.11, 1110.01, 1110.02, 1115.01, 1130.01, 1135.01, 1145.01, 1150.01, 1165.01, and 1180.01 of the 2018 Roadway Standard Drawings when closing a lane of travel in a stationary work zone such as pavement patching resurfacing, or pavement marking removal. Properly ballasted cones and skinny drums may be used instead of drums. However, drums are required for the upstream taper portion of lane closures in all applications. The stationary work zone shall be a maximum of 1 mile in length at any given time on 2 Lane, 2 Way facilities unless otherwise approved by the Engineer. A pilot vehicle operation may be used in conjunction with flaggers and the appropriate pilot vehicle warning signing as directed by the Engineer. During periods of construction inactivity, return the traffic pattern to the existing alignment and remove or cover any work zone signs. When covering work zone signs, use an opaque material that prevents reading of the sign at night by a driver using high beam headlights. Use material, which does not damage the sign sheeting. Replace any obliterated markings as required by other sections of the 2018 Standard Specifications and the Engineer.

When personnel and/or equipment are working on the shoulder adjacent to and within 5 feet of an open travel lane, close the nearest open travel lane using Standard Drawing No. 1101.02 of the 2018 Roadway Standard Drawings. When personnel and/or equipment are working within a lane of travel of an undivided facility, close the lane according to the traffic control plans, 2018 Roadway Standard Drawings or as directed by the Engineer. Conduct the work so that all personnel and/or equipment remain within the closed travel lane. Do not work simultaneously, on both sides of an open travel way, within the same location, on a two-lane, two-way road. Perform work only when weather and visibility conditions allow safe operations as directed by the Engineer.

When utilizing a slow-moving operation for such items as pavement marking and marker placement, the operation shall consist of the vehicles and devices as shown on Roadway Standard Drawing No. 1101.02, sheet 11 or 12 of the 2018 Roadway Standard Drawings. Traffic cones may be used when necessary to provide additional protection of wet pavement markings. Ballast all traffic cones so they will not be blown over by traffic.

#### **PAVING OPERATIONS:**

## 1) Paving Lift Requirements and Time Limitations:

For paving lifts of 2.0 inches or less, bring all newly resurfaced lanes to the same station and elevation within 72 hours. If not brought up to the same station and elevation within 72 hours, the Contractor shall place portable "UNEVEN PAVEMENT" signs in advance of the uneven pavement and spaced every 1/2 mile along the section of uneven pavement. Once mitigated, all portable "UNEVEN PAVEMENT" signs shall be removed. No additional compensation will be made for these signs or any other type of portable warning signs as these are included in the "Temporary Traffic Control" contract pay item.

For paving lifts greater than 2 inches, bring all newly resurfaced lanes to the same station and elevation by the end of each work day unless the Contractor utilizes the notched wedge paving methods as described below.

# Failure to comply with the following requirements will result in a suspension of all other operations until all lanes of traffic are brought to the same station and elevation:

- 1. During paving operations, any paving lift greater than 2 inches for asphalt surface course mixes shall be mitigated by having an approved wedge apparatus on the paver that shapes the edge 1 inch vertically and the remaining at a maximum slope steepness of 2:1. For intermediate and base course mixes, use an approved wedge device that shapes the edge with a maximum slope steepness of 2:1. The maximum paving lift allowed to use this method is 3 inches.
- 2. At the end of the work day, the Contractor shall place portable "UNEVEN PAVEMENT" signs in advance of the uneven pavement and spaced every 1/2 mile along the section of uneven pavement. Once mitigated, all portable "UNEVEN PAVEMENT" signs shall be removed. No additional compensation will be made for these signs or any other type of portable warning signs as these are included in the "Temporary Traffic Control" contract pay item.
- 3. In the next day's paving operation and not to exceed 72 hours, the Contractor shall bring up the adjacent lane to the same station and elevation before any further paving takes place on the project.

## 2) Asphalt Surface Treatments (AST)

For AST Operations, there's no drop-off condition to be signed. Stationary "LOOSE GRAVEL" and "UNMARKED PAVEMENT" signs shall replace "LOW/SOFT SHOULDER" signs. For placement and spacing of these signs, see the Signing Detail Sheet. All other advance warning signs are to be portable mounted. These signs are included as part of the temporary traffic control (Lump Sum) item.

## 3) Fine Milling/Microsurfacing (Depths less than 1")

For fine milling operations less than 1", paving is not required in the same work period. The paving of the fine milled area is to be conducted within the next work period and not to exceed 72 hours. No advance warning signs are necessary for these conditions unless the paving operations exceed 72 hours. If this occurs, install portable "UNMARKED PAVEMENT" signs. These signs are incidental to the other items of work included in the temporary traffic control (Lump Sum) item.

## 4) Shoulder Drop-Off Requirements

Whenever paving operations create an edge of pavement drop-off greater than 2 inches, within 72 hours, the Contractor shall backfill at a 6:1 slope from the edge and finished elevation of the pavement that has an edge of pavement drop-off as follows:

- (A) Drop-off that exceeds 2 inches on roadways with posted speed limits of 45 mph or greater.
- (B) Drop-off that exceeds 3 inches on roadways with posted speed limits less than 45 mph.

Backfill the edge of pavement drop-off with suitable compacted material, as approved by the Engineer. The material, equipment and labor associated with this operation will be at no expense to the Department. This work is not considered part of shoulder reconstruction.

#### **PROJECT REQUIREMENTS:**

Failure to comply with the following requirements will result in a suspension of all other operations:

- 1. Before working on ANY MAP, the Contractor shall submit a written construction sequence for traffic control and construction lighting for ALL MAPS to the Engineer at the first preconstruction meeting and the sequence must be approved before closing a lane of traffic. The Contractor and Engineer will coordinate with the Traffic Management Unit at 919-814-5000 or Traffic Services for additional traffic control guidance, as necessary.
- 2. Obtain written approval of the Engineer before working in more than one location or setting up additional lane closures. The maximum length of any one lane closure is 1 mile unless otherwise directed by the Engineer.
- 3. If Lane Closure Restrictions apply, see Special Provision, "Intermediate Contract Times and Liquidated Damages".
- 4. Contractor shall mill and pave lanes in an order such that water shall not accumulate.
- 5. Traffic Control for the milling and/or paving of ramps is to be done according to Standard Drawing Number 1101.02, Sheets 9 & 10 unless otherwise approved to be closed by the Engineer. If approved, Contractor will provide plans and devices for the detour at no additional cost to the department.

6. If milled areas are not paved back within 72 hours, the Contractor is to furnish and install portable signs to warn drivers of the conditions. These are to include, but not limited to "Rough Road" (W8-8), "Uneven Lanes" (W8-11), and "Grooved Pavement" (W8-15) w/ Motorcycle Plaque mounted below. These are to be dual indicated on Multi-Lane Roadways with speed limits 45 mph and greater where lateral clearance can be obtained within the median areas. These portable signs are incidental to the other items of work included in the temporary traffic control (Lump Sum) pay item.

### **STABILIZATION REQUIREMENTS:**

(3-11-16) S-2A

Stabilization for this project shall comply with the time frame guidelines as specified by the NCG-010000 general construction permit effective August 1, 2016 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	Septembe	r 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 Rye Grain,

# Wheat FFR 555, or Roane Wheat

## Waste and Borrow Locations

March 1 – August 31		Septem	ber 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
2 <sup>nd</sup> Millennium	Essential	Kalahari	Serengeti
3 <sup>rd</sup> 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".

### **RESPONSE FOR EROSION CONTROL:**

## **Description**

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

Section	<b>Erosion Control Item</b>	Unit
1605	Temporary Silt Fence	LF
1606	Special Sediment Control Fence	LF/TON
1615	Temporary Mulching	ACR

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

#### **Construction Methods**

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

## **Measurement and Payment**

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

Payment will be made under:

Pay Item
Response for Erosion Control
Each

**WATTLE:** 

(10-19-10) (Rev. 1-17-12) 1060,1630,1631 T1

## **Description**

Wattles are tubular products consisting of excelsior fibers encased in synthetic netting. Wattles are used on slopes or channels to intercept runoff and act as a velocity break. Wattles are to be placed at locations

shown on the plans or as directed. Installation shall follow the detail provided in the plans and as directed. Work includes furnishing materials, installation of wattles, matting installation, and removing wattles.

#### **Materials**

Wattle shall meet the following specifications:

100% Curled Wood(Excelsior) Fibers Minimum Diameter 12 in.

Minimum Density  $2.5 \text{ lb/ft}^3 +/- 10\%$ 

Net MaterialSyntheticNet Openings1 in. x 1 in.Net ConfigurationTotally Encased

Minimum Weight 20 lb. +/- 10% per 10 ft. length

Stakes shall be used as anchors.

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

Matting shall meet the requirements of Article 1060-8 of the 2018 Standard Specifications, or shall meet specifications provided elsewhere in this contract.

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

#### **Construction Methods**

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

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

Installation of matting shall be in accordance with the detail provided in the plans, and in accordance with Article 1631-3 of the 2018 Standard Specifications, or in accordance with specifications provided elsewhere in this contract.

The Contractor shall maintain the wattles until the project is accepted or until the wattles are removed, and shall remove and dispose of silt accumulations at the wattles when so directed in accordance with the requirements of Section 1630 of the 2018 Standard Specifications.

## **Measurement and Payment**

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

Matting will be measured and paid for in accordance with Article 1631-4 of the 2018 Standard Specifications, or in accordance with specifications provided elsewhere in this contract.

Payment will be made under:

Pay ItemPay UnitWattleLinear Foot

## LISTING OF MBE/WBE SUBCONTRACTORS

ASTING OF MIDE/WD				Sheet	of
Firm Name and Address	Circle One	Item No.	Item Description	* Agreed upon Unit Price	** Dollar Volume of Item
Name					
	MBE				
Address	WBE				
Name	MBE				
	MBE				
Address	WBE				
Address	WDE				
Name					
	MBE				
Address	WBE				
Name	MDE				
	MBE				
Address	WBE				
Address	WBE				
Name					
	MBE				
Address	WBE				
Name	MBE				
	WIDE				
Address	WBE				
Addiess	WDE				
					1

<sup>\*</sup> The Dollar Volume shown in this column shall be the Actual Price Agreed Upon by the Prime Contractor and the MBE/WBE subcontractor, and these prices will be used to determine the percentage of the MBE/WBE participation in the contract.

<sup>\*\*</sup> Dollar Volume of MBE/WBE Subcontractor Percentage of Total Contract Bid Price:

If firm is a Material Supplier Only, show Dollar Volume as 60% of Agreed Upon Amount from Letter of Intent.

If firm is a Manufacturer, show Dollar Volume as 100% of Agreed Upon Amount from Letter of Intent.

## LISTING OF MBE/WBE SUBCONTRACTORS

				Sheet	of
Firm Name and Address	Circle One	Item No.	Item Description	* Agreed upon Unit Price	** Dollar Volume of Item
Name	MBE				
Address	WBE				
Name	MBE				
Address	WBE				
Name					
	MBE				
Address	WBE				
Name					
Tame	MBE				
Address	WBE				
Name					
T valie	MBE				
Address	WBE				
			** Dollar Volume of	MBE Subcontra	actor \$
			MBE Percentage of To	otal Contract Bio	d Price%
			** Dollar Volume of		
	WBE Percentage of Total Contract Bid Price%				

<sup>\*</sup>The Dollar Volume shown in this column shall be the Actual Price Agreed Upon by the Prime Contractor and the MBE/WBE subcontractor, and these prices will be used to determine the percentage of the MBE/WBE participation in the contract.

<sup>\*\*</sup> Dollar Volume of MBE/WBE Subcontractor Percentage of Total Contract Bid Price.

If firm is a Material Supplier Only, show Dollar Volume as 60% of Agreed Upon Amount from Letter of Intent.

If firm is a Manufacturer, show Dollar Volume as 100% of Agreed Upon Amount from Letter of Intent.

## STATE OF NORTH CAROLINA DEPARTMENT OF TRANSPORTATION RALEIGH, NC

#### CONTRACT PAYMENT BOND

Date of Payment Bond Execution	
Name of Principal Contractor	
Name of Surety:	
Name of Contracting Body:	
Amount of Bond:	
Contract ID No.:	DC00236
County Name:	SAMPSON

KNOW ALL MEN BY THESE PRESENTS, That we, the PRINCIPAL CONTRACTOR (hereafter, PRINCIPAL) and SURETY above named, are held and firmly bound unto the above named Contracting Body, hereinafter called the Contracting Body, in the penal sum of the amount stated above for the payment of which sum well and truly to be made, we bind ourselves, our heirs, executors, administrators, and successors, jointly and severally, firmly by these presents.

THE CONDITION OF THIS OBLIGATION IS SUCH, that whereas the principal entered into a certain contract with the Contracting Body, numbered as shown above and hereto attached:

NOW THEREFORE, if the principal shall promptly make payment to all persons supplying labor and material in the prosecution of the work provided for in said contract, and any and all duly authorized modifications of said contract that may hereafter be made, notice of which modifications to the surety being hereby waived, then this obligation to be void; otherwise to remain in full force and virtue.

IN WITNESS WHEREOF, the above-bound parties have executed this instrument under their several seals on the date indicated above, the name and corporate seal of each corporate party being hereto affixed and these presents duly signed by its undersigned representative, pursuant to authority of its governing body.

Affix Seal of Surety Company	
	Print or type Surety Company Name
D	XI
В	Print, stamp or type name of Attorney-in-Fact
	Time, stamp of type name of Attorney-m-ract
	Signature of Attorney-in-Fact
	Signature of Attorney-in-1 act
Signature of Witness	
Signature of Witness	
Print or type Signer's name	
	Address of Attornov in East
	Address of Attorney-in-Fact

# **CORPORATION**

Full nam	e of Corporation	
4 1 1	1:0. 1	
Address	as prequalified	
By		
D)		Signature of President, Vice President, Assistant Vice President
		Select appropriate title
		Print or type Signer's name
Affix Corpo	orate Seal	
ngin corpe	nate Seat	
Attest		
	Signature of Secretary, Assistant Secre	etary
	Select appropriate title	
	Print or type Signer's name	

# LIMITED LIABILITY COMPANY

Name of Contractor		
	Full name of Firm	
	Address as prequalified	
By:		
	Signature of Member, Manager, Authorized Agent Select appropriate title	
	seces appropriate and	
		_
	Print or type Signer's name	

# INDIVIDUAL DOING BUSINESS UNDER A FIRM NAME

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	

# INDIVIDUAL DOING BUSINESS IN HIS OWN NAME

Name of Contractor		
		Print or type Individual name
	Address	as prequalified
Signature of Contractor		
S		Individually
		Print or type Signer's name
Cianatana CWitaaa		
Signature of Witness		
Print or type Signer's nan	<b></b>	
THILLOLLYDE SIZHELS HAN	110	

## **PARTNERSHIP**

Full name of Partnership		
Address as prequalified		
	By	
	•	Signature of Partner
		Print or type Signer's name
Signature of Witness	=	
	_	
Print or type Signer's name		

# CONTRACT PAYMENT BOND JOINT VENTURE (2) or (3)

SIGNATURE OF CONTRACTORS (Principal)

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

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	
N. O.C. A. A.		
Name of Contractor		
Address as prequalified		
Signature of Witness or Attest	Ву	Signature of Contractor
Print or type Signer's name	<u></u>	Print or type Signer's name
If Corporation, affix Corporate Seal		
	and	
Name of Contractor (for 3 Joint Venture	only)	
Address as prequalified		
Signature of Witness or Attest		Signature of Contractor
Signature of withess of Attest	Ву	Signature of Contractor
Print or type Signer's name		Print or type Signer's name

If Corporation, affix Corporate Seal

Attach certified copy of Power of Attorney to this sheet

## STATE OF NORTH CAROLINA DEPARTMENT OF TRANSPORTATION RALEIGH, NC

#### 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.:	DC00236
County Name:	SAMPSON

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.

Affix Seal of Surety Company		Print or type Surety Company Name
	Ву	
		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

# **CORPORATION**

Full nan	ne of Corporation			
Address	as prequalified			
Ву				
Бу		Signature of Pre	esident, Vice President, Assista	nt Vice President
		Select appropriate	e title	110 1 100 1 100 100 100 100 100 100 100
		Pı	int or type Signer's name	
Affix Corp	orate Seal			
Attest				
	Signature of Secretary, Assistant Secretary Select appropriate title	etary		
	Select appropriate title			
	Print or type Signer's name			
	rimi of type Signer's name			

# LIMITED LIABILITY COMPANY

Name of Contractor	
•	Full name of Firm
	Address as prequalified
D	
By:	Signature of Member, Manager, Authorized Agent
	Select appropriate title
•	Print or type Signer's name

# INDIVIDUAL DOING BUSINESS UNDER A FIRM NAME

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	
rimi of type signer's name	

# INDIVIDUAL DOING BUSINESS IN HIS OWN NAME

Name of Contractor		
		Print or type Individual name
		1107 1
	Address	as prequalified
Signature of Contractor		
Signature of Contractor		Individually
		•
		Print or type Signer's name
C. CM.		
Signature of Witness		
Print or type Signer's nar	ne	<del></del>

#### **PARTNERSHIP**

Full name of Partnership		
Address as prequalified		
	D	
	By	C. CD (
		Signature of Partner
		Print or type Signer's name
Signature of Witness	_	
Print or type Signer's name	_	
rimit of type signer's name		

# 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.

Name of Joint Venture		
Name of Contractor		
1.0.1		
Address as prequalified		
Signature of Witness or Attest		Signature of Contractor
Signature of witness of Attest	Ву	Signature of Contractor
Print or type Signer's name		Print or type Signer's name
Time of type signer's name		Time of type Signer's name
If Corporation, affix Corporate Seal		
	and	
	and	
Name of Contractor		
Address as prequalified		
Address as prequamied		
Signature of Witness or Attest	Ву	Signature of Contractor
	-7	
Print or type Signer's name		Print or type Signer's name
If Corporation, affix Corporate Seal		
	and	
Name of Contractor (for 3 Joint Ventu	re only)	
Address as prequalified		
Signature of Witness or Attest	Ву	Signature of Contractor
	-	-
Print or type Signer's name		Print or type Signer's name

If Corporation, affix Corporate Seal

Attach certified copy of Power of Attorney to this sheet

# ADDENDUM(S)

ADDENDUM #1	
I,(SIGNATURE)	representing
Acknowledge receipt of Addendum #1.	
ADDENDUM #2	
I,(SIGNATURE)	representing
Acknowledge receipt of Addendum #2.	
ADDENDUM #3	
I,(SIGNATURE)	representing
Acknowledge receipt of Addendum #3.	

#### **EXECUTION OF BID**

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

#### **CORPORATION**

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

By submitting this non-collusion, debarment and gift ban certification, the Contractor is attesting his status under penalty of perjury under the laws of the United States in accordance with the Debarment Certification attached, provided that the Debarment Certification also includes any required statements concerning exceptions that are applicable.

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

#### SIGNATURE OF PREQUALIFIED BIDDER

	Full name o	f Corporation	on
		D 1:0	
	Address as	Prequalifie	d
Attest		By	
	Secretary/Assistant Secretary		President/Vice President/Assistant Vice President
	(Select appropriate title)		(Select appropriate title)
	Print or type Signer's name		Print or type Signer's name

CORPORATE SEAL

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

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

By submitting this non-collusion, debarment and gift ban certification, the Contractor is attesting his status under penalty of perjury under the laws of the United States in accordance with the Debarment Certification attached, provided that the Debarment Certification also includes any required statements concerning exceptions that are applicable.

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

	Full Name of Partnership
	Address as
	Prequalified
Signature of Witness	Signature of Partner
Print or Type Signer's Name	Print or Type Signer's Name

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

#### LIMITED LIABILITY COMPANY

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

By submitting this non-collusion, debarment and gift ban certification, the Contractor is attesting his status under penalty of perjury under the laws of the United States in accordance with the Debarment Certification attached, provided that the Debarment Certification also includes any required statements concerning exceptions that are applicable.

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

Fu	ull Name of Firm
Add	ress as Prequalified
Signature of Witness	Signature of Member/Manager/Authorized Agent
bighatare of Witness	(Select appropriate Title)
	(Select appropriate Title)
Print or Type Signer's Name	Print or Type Signer's Name
Time of Type Digner 3 Name	Time of Type Signer 3 Name

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

### **JOINT VENTURE (2) or (3)**

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

By submitting this non-collusion, debarment and gift ban certification, the Contractor is attesting his status under penalty of perjury under the laws of the United States in accordance with the Debarment Certification attached, provided that the Debarment Certification also includes any required statements concerning exceptions that are applicable.

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

#### SIGNATURE OF PREQUALIFIED BIDDER

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.

	Name of Joint Venture	
	Name of Contractor	
A	ddress as Prequalified	
	BY	
Signature of Witness or Attest	2.	Signature of Contractor
Print or Type Signer's Name		Print or Type Signer's Name
If Corporation, affix Corporate Seal	AND	
	Name of Contractor	
A	ddress 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	
	Name of Contractor	
Ad	ddress 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

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

#### INDIVIDUAL DOING BUSINESS UNDER A FIRM NAME

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

By submitting this non-collusion, debarment and gift ban certification, the Contractor is attesting his status under penalty of perjury under the laws of the United States in accordance with the Debarment Certification attached, provided that the Debarment Certification also includes any required statements concerning exceptions that are applicable.

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

Name of Prequalified Bidder	Individual Name						
Trading and Doing Business As	Full name of Firm						
Address as Prequalified							
Signature of Witness	Signature of Prequalified Bidder, Individual						
Print or Type Signer's Name	Print or Type Signer's Name						

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

#### INDIVIDUAL DOING BUSINESS IN HIS OWN NAME

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

By submitting this non-collusion, debarment and gift ban certification, the Contractor is attesting his status under penalty of perjury under the laws of the United States in accordance with the Debarment Certification attached, provided that the Debarment Certification also includes any required statements concerning exceptions that are applicable.

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Name of Prequalified Bidder				
	Print or Type Name			
Ac	ldress as Prequalified			
	Signature of Prequalified Bidder, Individually			
	Signature of Frequentied Stades, markadumy			
	Print or type Signer's Name			
Signature of Witness				
Print or type Signer's name				

#### DEBARMENT CERTIFICATION OF PREQUALIFIED BIDDER

#### Conditions for certification:

- 1. The prequalified bidder shall provide immediate written notice to the Department if at any time the bidder learns that his certification was erroneous when he submitted his debarment certification or explanation that is file with the Department, or has become erroneous because of changed circumstances.
- 2. The terms covered transaction, debarred, suspended, ineligible, lower tier covered transaction, participant, person, primary covered transaction, principal, proposal, and voluntarily excluded, as used in this provision, have the meanings set out in the Definitions and Coverage sections of the rules implementing Executive Order 12549. A copy of the Federal Rules requiring this certification and detailing the definitions and coverages may be obtained from the Contract Officer of the Department.
- 3. The prequalified bidder agrees by submitting this form, that he will not knowingly enter into any lower tier covered transaction with a person who is debarred, suspended, declared ineligible, or voluntarily excluded from participation in NCDOT contracts, unless authorized by the Department.
- 4. For Federal Aid projects, the prequalified bidder further agrees that by submitting this form he will include the Federal-Aid Provision titled *Required Contract Provisions Federal-Aid Construction Contract (Form FHWA PR 1273)* provided by the Department, without subsequent modification, in all lower tier covered transactions.
- 5. The prequalified bidder may rely upon a certification of a participant in a lower tier covered transaction that he is not debarred, suspended, ineligible, or voluntarily excluded from the covered transaction, unless he knows that the certification is erroneous. The bidder may decide the method and frequency by which he will determine the eligibility of his subcontractors.
- 6. Nothing contained in the foregoing shall be construed to require establishment of a system of records in order to render in good faith the certification required by this provision. The knowledge and information of a participant is not required to exceed that which is normally possessed by a prudent person in the ordinary course of business dealings.
- 7. Except as authorized in paragraph 6 herein, the Department may terminate any contract if the bidder knowingly enters into a lower tier covered transaction with a person who is suspended, debarred, ineligible, or voluntarily excluded from participation in this transaction, in addition to other remedies available by the Federal Government.

#### DEBARMENT CERTIFICATION

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

- a. Are not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from covered transactions by any Federal department or agency;
- b. Have not within a three-year period preceding this proposal been convicted of or had a civil judgment rendered against them for commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (Federal, State or local) transaction or contract under a public transaction; violation of Federal or State antitrust statutes or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records; making false statements; or receiving stolen property;
- c. Are not presently indicted for or otherwise criminally or civilly charged by a governmental entity (Federal, State or local) with commission of any of the offenses enumerated in paragraph b. of this certification; and
- d. Have not within a three-year period preceding this proposal had one or more public transactions (Federal, State or local) terminated for cause or default.
- e. Will submit a revised Debarment Certification immediately if his status changes and will show in his bid proposal an explanation for the change in status.

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

Failure to submit a non-collusion 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.

County: Sampson

Line #	Item Number	Sec #	Description	Quantity	<b>Unit Cost</b>	Amount
		F	ROADWAY ITEMS			
0001	0000100000-N	800	MOBILIZATION	Lump Sum	L.S.	
0002	0063000000-N	SP	GRADING	Lump Sum	L.S.	
0003	0106000000-E	230	BORROW EXCAVATION	300 CY		
0004	0134000000-E	240	DRAINAGE DITCH EXCAVATION	210 CY		
0005	0448200000-E	310	15" RC PIPE CULVERTS, CLASS IV			
0006	0582000000-E	310	15" CS PIPE CULVERTS, 0.064" THICK	64 LF		
0007	0636000000-E	310	**" CS PIPE ELBOWS, *****" THICK 15" CS PIPE ELBOWS, 0.064" THICK	4 EA		
8000	1491000000-E	610	ASPHALT CONC BASE COURSE, TYPE B25.0C	25 TON		
0009	1523000000-E	610	ASPHALT CONC SURFACE COURSE, TYPE S9.5C	10 TON		
0010	1575000000-E	620	ASPHALT BINDER FOR PLANT MIX	2 TON		
0011	2275000000-E	SP	FLOWABLE FILL	4 CY		
0012	2286000000-N		MASONRY DRAINAGE STRUCTURES	 8 EA		
0013	2308000000-Е	840	MASONRY DRAINAGE STRUCTURES	4 LF		
0014	2367000000-N	840	FRAME WITH TWO GRATES, STD 840.29	8 EA		
0015	2473000000-N	SP	GENERIC DRAINAGE ITEM DROP INLET REPAIR	2 EA		
0016	2473000000-N	SP	GENERIC DRAINAGE ITEM REMOVE & REPLACE CONC APRON FO R D.I.	1 EA		
0017	2556000000-E	846	SHOULDER BERM GUTTER	 184 LF		
0018	3030000000-Е	862	STEEL BEAM GUARDRAIL	62.5 LF		

County: Sampson

Line #	Item Number	Sec #	Description	Quantity	Unit Cost	Amount
0019	3287000000-N	SP	GUARDRAIL END UNITS, TYPE TL-3	1 EA		
0020	342000000-Е	SP	GENERIC GUARDRAIL ITEM REMOVE & RESET EXISTING GUARDR AIL	125 LF		
 0021	3435000000-N	SP	GENERIC GUARDRAIL ITEM REMOVE & RESET EXISTING END UN IT	2 EA		
0022	4457000000-N	SP	TEMPORARY TRAFFIC CONTROL	Lump Sum	L.S.	
0023	4507000000-E	1170	WATER FILLED BARRIER	200 LF		
0024	4508000000-E	SP	REMOVE & RESET WATER FILLED BA RRIER	550 LF		
0025	600000000-E	1605	TEMPORARY SILT FENCE	540 LF		
0026	6009000000-E	1610	STONE FOR EROSION CONTROL, CLASS B	4 TON		
0027	6036000000-E	1631	MATTING FOR EROSION CONTROL	1,060 SY		
0028	6071010000-Е	SP	WATTLE	160 LF		
0029	6084000000-Е	1660	SEEDING & MULCHING	0.6 ACR		
0030	6102000000-E	1664	SODDING	515 SY		
0031	6105000000-Е	1664	WATER	3 M/G		
0032	6117000000-N	SP	RESPONSE FOR EROSION CONTROL	4 EA		
0033	8622000000-E	876	GEOTEXTILE FOR DRAINAGE	14 SY		

0737/May22/Q4166.1/D107086310000/E33

Total Amount Of Bid For Entire Project :