STATE OF NORTH CAROLINA

DEPARTMENT OF TRANSPORTATION

DIVISION 6 – District 2

CONTRACT PROPOSAL

WORK ORDER NUMBER: 6B.204311
COUNTY: Harnett
DESCRIPTION: Removal and Replacement of Pipe Culverts & Replacement with Aluminum Pipe with Headwalls
BID OPENING: Wednesday, September 5, 2012 at 10:00 am

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 OR SBE PROJECT. BIDDERS SHALL ALSO COMPLY WITH ALL OTHER APPLICABLE LAWS REGULATING THE PRACTICES OF ELECTRICAL, PLUMBING, HEATING AND AIR CONDITIONING AND REFRIGERATION CONTRACTING AS CONTAINED IN CHAPTER 87 OF THE GENERAL STATUTES OF NORTH CAROLINA.

_____

NAME OF BIDDER **N.C. CONTRACTOR'S LICENSE NUMBER**

_____

ADDRESS OF BIDDER

RETURN BIDS TO: **N.C. DEPARTMENT OF TRANSPORTATION**
Attn: Tom Hay, Proposal Engineer
PO Box 1150
Fayetteville, NC 28302

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INSTRUCTIONS TO BIDDERS

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

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

1. The bid sheet furnished by NCDOT with the proposal shall be used and shall not be altered in any manner. **DO NOT SEPARATE THE BID SHEET FROM THE PROPOSAL!**
2. All entries on the bid sheet, including signatures, shall be written in ink.
3. The Bidder shall submit a unit price for every item on the bid form. The unit prices for the various contract items shall be written in figures.
4. An amount bid shall be entered on the bid sheet for every item. The amount bid for each item shall be determined by multiplying each unit bid by the quantity for that item, and shall be written in figures in the "Amount Bid" column of the sheet.
5. The total amount bid shall be written in figures in the proper place on the bid sheet. The total amount shall be determined by adding the amounts bid for each item.
6. Changes in any entry shall be made by marking through the entry in ink and making the correct entry adjacent thereto in ink. A representative of the Bidder shall initial the change in ink.
7. The bid shall be properly executed. All bids shall show the following information:
   a. Name of individual, firm, corporation, partnership, or joint venture submitting bid.
   b. Name and signature of individual or representative submitting bid and position or title.
   c. Name, signature, and position or title of witness.
   d. Federal Identification Number (or Social Security Number of Individual)
   e. Contractor's License Number (if Applicable)
8. Bids submitted by corporations shall bear the seal of the corporation.
9. The bid shall not contain any unauthorized additions, deletions, or conditional bids.
10. The bidder shall not add any provision reserving the right to accept or reject an award, or to enter into a contract pursuant to an award.
11. **<u>THE PROPOSAL WITH THE BID FORM STILL ATTACHED</u> SHALL BE PLACED IN A SEALED ENVELOPE AND SHALL HAVE BEEN DELIVERED TO AND RECEIVED IN THE DIVISION PROPOSAL ENGINEER'S OFFICE AT 558 GILLESPIE ST, FAYETTEVILLE, NC 28301 BY 10:00 AM ON Wednesday, September 5, 2012**
12. The sealed bid must display the following statement on the front of the sealed envelope:

QUOTATION FOR Removal of Existing Pipe Culverts and Replacement with Aluminum Pipe Culverts and Headwalls in Harnett County.
TO BE OPENED AT 10:00 AM, WEDNESDAY September 5, 2012"

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

TOM HAY, PROPOSALS ENGINEER
NCDOT – DIVISION 6
P.O. Box 1150
FAYETTEVILLE, NC 28302

AWARD OF CONTRACT

The award of the contract, if it be awarded, will be made to the lowest responsible Bidder in accordance with Section 102 *(excluding 102-2 and 102-11)* of the <u>Standard Specifications for Roads and Structures 2012</u>. The lowest responsible will be notified that his bid has been accepted and that he has been awarded the contract. NCDOT reserves the right to reject all bids.

DIVISION CONTRACT
GENERAL PROVISIONS

GENERAL

This contract is for **Removal of the Existing Pipe Culvert(s) and Replacement with Aluminum Pipe Culvert and Headwalls in Harnett County.** All work and materials shall be in accordance with the provisions of the General Guidelines of this contract, the Project Special Provisions, the North Carolina Department of Transportation Standard Specifications for Roads and Structures (2012), the North Carolina Department of Transportation Roadway Standards Drawings (2012), and the current edition of the Manual of Uniform Traffic Control Devices (MUTCD).

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.

MANDATORY PRE-BID CONFERENCE

All prospective Bidders shall attend a Mandatory Pre-Bid Conference at the location indicated below. This conference will be conducted by Department personnel for the purpose of providing additional information about the project and to give Bidders an opportunity to ask any questions they may have. Only bids received from Bidders who have attended and properly registered at the Pre-Bid Conference will be considered.

No questions concerning the project will be answered by any Department personnel at any time except at the Pre-Bid Conference.

Attendance at the Pre-Bid Conference will not meet the requirements of proper registration unless the individual attending has registered at the Conference in accordance with the following:

1. The individual signs his or her name on the official roster;
2. The individual writes in the name and address of the company he or she represents; and
3. Only one company is shown as being represented by the individual attending

Bidders are to meet for the Pre-Bid Conference, Wednesday, August 29, 2012 at 10:00AM. The Pre-Bid Conference will be held at the NC Department of Transportation, Fayetteville Road Maintenance Conference Room, 549 Transportation Drive, Fayetteville, North Carolina 28301.

PURCHASE ORDER PREQUALIFICATION

Beginning **July 1, 2009**, any firm that wishes to perform work on Division Purchase Order Contracts as either the prime contractor or as a subcontractor on the project must be prequalified for the type of work they wish to perform. Firms that wish to bid on these projects as the prime contractor must be prequalified prior to submitting your bid. Firms that wish to perform as a subcontractor to the prime contractor must be prequalified prior to beginning work on the project.

For the purposes of prequalification, any firm that is currently prequalified as a prime or a subcontractor on central let projects for the appropriate work codes is considered eligible to work and/or bid on Purchase Order Contracts as long as other items such as bonding and license requirements for the contract are met.

Information regarding the requirements to become prequalified as a Purchase Order Contract contractor, including the application to become prequalified if you are not already prequalified, can be found at the following website:

http://www.ncdot.org/business/howtogetstarted/

The application is currently in paper form and will soon be added to the on-line prequalification system. In the meantime, please fill out the paper application for review.

If you are unsure as to whether your firm is currently prequalified by the Department by the Contractual Services Unit, a search of the Directory of Transportation Firms can be performed at the website below:
https://apps.dot.state.nc.us/vendor/directory/

Exceptions to the above prequalification requirements are Small Business Enterprise (SBE) Contracts and Fully Operated Rental Equipment (FORE) Contracts. The requirements for eligibility on these contracts remain the same, and are not affected by the above requirements regarding prequalification.

CONTRACT TIME AND LIQUIDATED DAMAGES:

(7-1-95)(Rev. 12-18-07) SP1G10

The date of availability for this project is September 20, 2012. The Contractor may begin work prior to this date upon approval of the Engineer or his duly authorized representative. If such approval is given, and the Contractor begins work prior to the date of availability, the Department of Transportation will assume no responsibility for any delays caused prior to the date of availability by any reason whatsoever, and such delays, if any, will not constitute a valid reason for extending the completion date.

No work will be permitted and no purchase order will be issued until all required bonds and prerequisite conditions and certifications have been satisfied.

The completion date for this project shall be May 1, 2013. No extensions will be authorized except as authorized by Article 108-10 of the *Standard Specifications*.

The Contractor shall request a Pre-Construction Conference prior to beginning construction. To schedule the conference contact **Darren Pittman Division Bridge Engineer at (910) 829-6345,** to request a Pre-Construction Conference date and time.

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

HOLIDAY WORK RESTRICTIONS

No work shall be permitted on State Recognized Holidays except maintaining equipment during dewatering operations.

INTERMEDIATE COMPLETION DATE AND LIQUIDATED DAMAGES

The Contractor shall be limited to three weeks for the road closure. All work requiring a road closure shall be completed during this time. **The liquidated damages for this intermediate completion date are Three Hundred Fifty Dollars ($350.00) per calendar day**. Liquidated damages chargeable due to failure to complete this work by the intermediate completion date will be additional to any liquidated damages that may become chargeable due to failure to complete the remaining work on time.

EXTENSION OF CONTRACT TIME

Failure on the part of the Contractor to furnish bonds or certifications or to satisfy preliminary requirements necessary to issue the purchase order will not constitute grounds for extension of the contract time. If the Contractor has fulfilled all preliminary requirements for the issuance of a purchase order, and the purchase order authorization is not available by the date of availability, the Contractor shall be granted an extension equal to the number of calendar days the purchase order authorization is delayed after the date of availability.

AUTHORITY OF THE ENGINEER

The Engineer for this project shall be the Division Engineer, Division 6, Division of Highways, North Carolina Department of Transportation, acting directly or through his duly authorized representatives.

The Engineer will decide all questions which may arise as to the quality and acceptability of work performed and as to the rate of progress of the work; all questions which may arise as to the interpretation of the contract; and all questions as to the acceptable fulfillment of the contract on the part of the Contractor. His decision shall be final and he shall have executive authority to enforce and make effective such decisions and orders as the Contractor fails to carry out promptly.

INSPECTION

All work shall be subject to inspection by the Engineer at any time. Routinely, the Engineer will make periodic inspections of the completed work. It will be the responsibility of the Contractor to keep the Engineer informed of his proposed work plan and to submit written reports of work accomplished on a frequency to be determined by the Engineer.

SUPERVISION BY CONTRACTOR

At all times during the life of the project the Contractor shall provide one permanent employee who shall have the authority and capability for overall responsibility of the project and who shall be personally available at the work site within 24 hour notice. Such employee shall be fully authorized to conduct all business with the subcontractors, to negotiate and execute all supplemental agreements, and to execute the orders or directions of the Engineer.

At all times that work is actually being performed, the Contractor shall have present on the project one competent individual who is authorized to act in a supervisory capacity over all work on the project, including work subcontracted. The individual who has been so authorized shall be experienced in the type of work being performed and shall be fully capable of managing, directing, and coordinating the work; of reading and thoroughly understanding the contract; and receiving and carrying out directions from the Engineer or his authorized representatives. He shall be an employee of the Contractor unless otherwise approved by the Engineer.

The Contractor may, at his option, designate one employee to meet the requirements of both positions. However, whenever the designated employee is absent from the work site, an authorized individual qualified to act in a supervisory capacity on the project shall be present.

PROSECUTION AND PROGRESS

The Contractor shall pursue the work diligently with workmen in sufficient numbers, abilities, and supervision, and with equipment, materials, and methods of construction as may be required to complete the work described in the contract by the completion date and in accordance with Section 108 of the Standard Specifications.

CONFORMITY WITH THE CONTRACT

The presence of the engineer or an inspector at the work site shall in no way lessen the contractor's responsibility for conformity with the provisions of this contract. Should the engineer or inspector fail to point out work that does not conform with the plans and specifications, whether from lack of discovery or for any other reason, it shall in no way prevent later rejection or correction to the unsatisfactory work when discovered. The contractor shall have no claim for losses suffered due to any necessary removals or repairs resulting from unsatisfactory work.

LIABILITY INSURANCE

(11-18-08) SP1G80

The Contractor shall be liable for any losses resulting from a breach of the terms of this contract. The Contractor shall be liable for any losses due to the negligence or willful misconduct of its agents, assigns and employees including any sub-contractors which causes damage to others for which the Department is found liable under the Torts Claims Act, or in the General Courts of Justice, provided the Department provides prompt notice to the Contractor and that the Contractor has an opportunity to defend against such claims. The Contractor shall not be responsible for punitive damages.

The Contractor shall at its sole cost and expense obtain and furnish to the Department an original standard ACORD form certificate of insurance evidencing commercial general liability with a limit for bodily injury and property damage in the amount of $5,000,000.00 per occurrence and general aggregate, covering the Contractor from claims or damages for bodily injury, personal injury, or for property damages which may arise from operating under the contract by the employees and agents of the Contractor. The required limit of insurance may be obtained by a single general liability policy or the combination of a general liability and excess liability or umbrella policy. The State of North Carolina shall be named as an additional insured on this commercial general liability policy. The policy may contain the following language as relates to the State as an additional insured: "This insurance with respect to the additional insured applies only to the extent that the additional insured is held liable for your or your agent's acts or omissions arising out of and in the course of operations performed for the additional insured."

The Contractor shall maintain all legally required insurance coverage, including without limitation, worker's compensation and vehicle liability, in the amounts required by law. Providing and maintaining adequate insurance coverage is a material obligation of the contractor and is of the essence of this contract. All such insurance shall meet all laws of the State of North Carolina. Such insurance coverage shall be obtained from companies that are authorized to provide such coverage and that are authorized by the Commissioner of Insurance to do business in North Carolina. The Contractor shall at all times comply with the terms of such insurance policies.

Upon execution of the contract, provide evidence of the above insurance requirements to the Engineer.

RESPONSIBILITY FOR DAMAGE CLAIMS

In accordance with Article 107-15 of the Standard Specifications, the Contractor shall indemnify and save harmless the Department of Transportation and its officers, agents and employees from all suits, actions, or claims of any character brought for any injury or damages received or sustained by any person, persons or property by reason of any act of the Contractor, subcontractor, its agents or employees, in the performance of the contract. The Contractor further agrees to indemnify and save harmless the Department of Transportation and its officers, agents, and employees from any claims or amounts recovered by any of the Contractor's employees under the Worker's Compensation Act.

Pursuant to N.C.G.S. 97-19, all Contractors of the Department of Transportation are, prior to beginning services, required to show proof of coverage issued by a Worker's Compensation Insurance Carrier, or a Certificate of Compliance issued by the Department of Insurance for self-insured Subcontractors stating that it has complied with N.C.G.S. 97-93 irrespective of whether Subcontractors have regularly in service fewer than three employees in the same business within the State of North Carolina, and Subcontractors shall be hereinafter liable under the Worker's Compensation Act for payment of compensation and other benefits to its employees for any injury or death due to an accident arising out of, and in the course of performance of the work by, the Subcontractor.

CONTRACTOR'S LICENSE REQUIREMENTS

(7-1-95) SP1G88

If the successful bidder does not hold the proper license to perform any plumbing, heating, air conditioning, or electrical work in this contract, he will be required to sublet such work to a contractor properly licensed in accordance with *Article 2 of Chapter 87 of the General Statutes* (licensing of heating, plumbing, and air conditioning contractors) and *Article 4 of Chapter 87* of the *General Statutes* (licensing of electrical contractors).

CONTRACT PAYMENT AND PERFORMANCE BOND

A performance bond in the amount of one hundred percent (100%) of the contract amount, conditioned upon the faithful performance of the contract in accordance with specifications and conditions of the contract is required for Construction contracts of $500,000 or more. Such bond shall be solely for the protection of the North Carolina Department of Transportation and the State of North Carolina.

A payment bond in the amount of one hundred percent (100%) of the contract amount, conditioned upon the prompt payment for all labor or materials for which the Contractor, or his subcontractors, is liable is required for Construction contracts greater than $500,000. The payment bond shall be solely for the protection of persons or firms furnishing materials or performing labor for this contract for which the Contractor is liable. The successful bidder, within fourteen (14) days after notice of award, shall provide the Department with a contract payment bond and a contract performance bond each in an amount equal to 100 percent of the amount of the contract.

PERFORMANCE BOND AND PAYMENT BOND WILL BE REQUIRED ON THIS CONTRACT REGARDLESS OF AMOUNT

MINORITY BUSINESS ENTERPRISE AND WOMEN BUSINESS ENTERPRISE (DIVISIONS):

(10-16-07)(Rev. 1-17-12) 102-15(J) SP1 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 not be used to meet either the MBE or WBE goal. No submittal of a Letter of Intent is required.

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

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

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

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

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

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

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

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

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

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

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

Forms and Websites Referenced in this Provision

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

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

RF-1 *MBE/WBE Replacement Request Form* - Form for replacing a committed MBE or WBE. https://apps.dot.state.nc.us/_includes/download/external.html?pdf=http%3A//www.ncdot.gov/doh/forms/files/RF-1.pdf

SAF *Subcontract Approval Form* - Form required for approval to sublet the contract. http://www.ncdot.org/doh/operations/dp_chief_eng/constructionunit/saf.xls

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.
https://apps.dot.state.nc.us/_includes/download/external.html?pdf=http%3A//www.ncdot.gov/doh/forms/files/JC-1.pdf

Letter of Intent - Form signed by the Contractor and the MBE/WBE subcontractor, manufacturer or regular dealer that affirms that a portion of said contract is going to be performed by the signed MBE/WBE for the amount listed at the time of bid.
http://www.ncdot.org/doh/preconstruct/ps/contracts/letterofintent.pdf

Listing of MBE and WBE Subcontractors Form - Form for entering MBE/WBE subcontractors on a project that will meet this MBE and WBE goals. This form is for paper bids only.
http://www.ncdot.gov/doh/preconstruct/ps/word/MISC3.doc

Subcontractor Quote Comparison Sheet - Spreadsheet for showing all subcontractor quotes in the work areas where MBEs and WBEs quoted on the project. This sheet is submitted with good faith effort packages.
http://www.ncdot.gov/business/ocs/goodfaith/excel/Ex_Subcontractor_Quote_Comparison.xls

MBE and WBE Goal

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

(A) Minority Business Enterprises **[2]** %

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

(2) *If the MBE goal is zero*, the Contractor shall make an effort to recruit and use MBEs during the performance of the contract. Any MBE participation obtained shall be reported to the Department.

(B) Women Business Enterprises **[2]** %

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

(2) *If the WBE goal is zero*, the Contractor shall make an effort to recruit and use WBEs during the performance of the contract. Any WBE participation obtained shall be reported to the Department.

Directory of Transportation Firms (Directory)

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

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

Listing of MBE/WBE Subcontractors

At the time of bid, bidders shall submit all MBE and WBE participation that they anticipate to use during the life of the contract. Only those identified to meet the MBE goal and the WBE goal will be considered committed, even though the listing shall include both committed MBE/WBE subcontractors and additional MBE/WBE subcontractors. Any additional MBE/WBE subcontractor participation submitted at the time of bid will be used toward 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:

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.

(A) *If either the MBE or WBE goal is more than zero,*

(1) 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.

(2) 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.

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

(B) *If either the MBE or WBE goal is zero,* bidders, at the time the bid proposal is submitted, shall enter the word "None"; or the number "0"; or if there is participation, add the value on the *Listing of MBE and WBE Subcontractors* contained elsewhere in the contract documents.

MBE or WBE Prime Contractor

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

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

MBE/WBE prime contractors shall also follow Sections A 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 MBE and WBE goals of the contract, indicating the bidder's commitment to use the MBE/WBE in the contract. This documentation shall be submitted on the Department's form titled *Letter of Intent*.

The documentation shall be received in the office of the Engineer no later than 12:00 noon of the sixth calendar day following opening of bids, unless the sixth 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 12:00 noon on the next official state business day.

If the bidder fails to submit the Letter of Intent from each committed MBE and WBE to be used toward the MBE and WBE goals, or if the form is incomplete (i.e. both signatures are not present), the MBE/WBE participation will not count toward meeting the MBE/WBE goal. If the lack of this participation drops the commitment below either the MBE or WBE goal, the Contractor shall submit evidence of good faith efforts for the goal not met, completed in its entirety, to the Engineer no later than 12:00 noon 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 12:00 noon on the next official state business day.

Submission of Good Faith Effort

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

One complete set and (No. of Copies) copies of this information shall be received in the office of the Engineer no later than 12:00 noon of the sixth calendar day following opening of bids, unless the sixth 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 12:00 noon 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 MBE/WBE Goals More Than Zero

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

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

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

(B) Selecting portions of the work to be performed by MBEs/WBEs in order to increase the likelihood that the MBE and WBE goals will be achieved. This includes, where appropriate, breaking 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.

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

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

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

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

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

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

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

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

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

(1) Whether the bidder's documentation reflects a clear and realistic plan for achieving the MBE and WBE goals.

(2) The bidders' past performance in meeting the MBE and WBE goals.

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

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

Non-Good Faith Appeal

The 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 MBE/WBE Goals

(A) Participation

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

(B) Joint Checks

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

(C) Subcontracts (Non-Trucking)

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

(D) Joint Venture

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

(E) Suppliers

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

(F) Manufacturers and Regular Dealers

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

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

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

Commercially Useful Function

(A) MBE/WBE Utilization

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

(B) MBE/WBE Utilization in Trucking

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

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

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

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

(4) The MBE may subcontract the work to another MBE firm, including an owner-operator who is certified as a MBE. The same holds true that a WBE may subcontract the work to another WBE firm, including an owner-operator who is certified as a WBE. When this occurs, the MBE or WBE who subcontracts work receives credit for the total value of the transportation services the subcontracted MBE or WBE provides on the contract. It should be noted that every effort shall be made by MBE and WBE contractors to subcontract to the same certification (i.e., MBEs to MBEs and WBEs to WBEs), in order to fulfill the goal requirement. This, however, may not always be possible due to the limitation of firms in the area. If the MBE or WBE firm shows a good faith effort has been made to reach out to similarly certified transportation service providers and there is no interest or availability, and they can get assistance from other certified providers, the Engineer will not hold the prime liable for meeting the goal.

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

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

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

MBE/WBE Replacement

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

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

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

(A) Performance Related Replacement

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

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

(1) Copies of written notification to MBEs/WBEs that their interest is solicited in contracting the work defaulted by the previous MBE/WBE or in subcontracting other items of work in the contract.

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

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

(3) A list of reasons why MBE/WBE quotes were not accepted.

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

(B) Decertification Replacement

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

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

Changes in the Work

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

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

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

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

Reports and Documentation

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

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

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

Reporting Minority and Women Business Enterprise Participation

The Contractor shall provide the Engineer with an accounting of payments made to all MBE and WBE firms, including material suppliers and contractors at all levels (prime, subcontractor, or second tier subcontractor).

This accounting shall be furnished to the Engineer for any given month by the end of the following month. Failure to submit this information accordingly may result in the following action:

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

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

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

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

Failure on the part of any subcontractor to submit the required information in the time frame specified may result in the disqualification of that contractor and any affiliate companies from being approved for 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 on the Department's DBE-IS *(Subcontractor Payment Information)* with each invoice. Invoices will not be processed for payment until the DBE-IS is received.

Failure to Meet Contract Requirements

Failure to meet contract requirements in accordance with Subarticle 102-15(J) of the *2012 Standard Specifications* may be cause to disqualify the Contractor.

CLAIMS FOR ADDITIONAL COMPENSATION OR EXTENSION OF TIME

Any claims for additional compensation and/or extensions of the completion date shall be submitted to the Division Engineer with detailed justification within thirty (30) days after receipt of the final invoice payment. The failure of the Contractor to submit the claim(s) within thirty days shall be a bar to recovery.

TWELVE MONTH GUARANTEE

(7-15-03) SP1G145

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

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

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

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

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

OUTSOURCING OUTSIDE THE USA:

(9-21-04) (Rev. 5-16-06) SP1 G150

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

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

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

GIFTS FROM VENDORS AND CONTRACTORS

(12-15-09) SP1 G152

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

(1) Have a contract with a governmental agency; or
(2) Have performed under such a contract within the past year; or
(3) Anticipate bidding on such a contract in the future.

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

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

MATERIAL AND EQUIPMENT STORAGE AND PARKING

When work is not in progress, keep all personnel, equipment, machinery, tools, construction debris and supplies at least 40 ft (12.2 m) within barricades

EMPLOYMENT:

(11-15-11) (Rev. 1-17-12) 108, 102 SP1 G184

Revise the *2012 Standard Specifications* as follows:

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

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

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

SUPERVISION BY CONTRACTOR

At all times during the life of the project the Contractor shall provide one permanent employee who shall have the authority and capability for overall responsibility of the project and who shall be personally available at the work site within 24 hours notice. Such employee shall be fully authorized to conduct all business with the subcontractors, to negotiate and execute all supplemental agreements, and to execute the orders or directions of the Engineer.

At all times that work is actually being performed, the Contractor shall have present on the project one competent individual who is authorized to act in a supervisory capacity over all work on the project, including work subcontracted. The individual who has been so authorized shall be experienced in the type of work being performed and shall be fully capable of managing, directing, and coordinating the work; of reading and thoroughly understanding the contract; and receiving and carrying out directions from the Engineer or his authorized representatives. He shall be an employee of the Contractor unless otherwise approved by the Engineer.

The Contractor may, at his option, designate one employee to meet the requirements of both positions. However, whenever the designated employee is absent from the work site, an authorized individual qualified to act in a supervisory capacity on the project shall be present.

SAFETY AND ACCIDENT PROTECTION

In accordance with Article 107-22 of the Standard Specifications, the Contractor shall comply with all applicable Federal, State, and local laws, ordinances, and regulations governing safety, health, and sanitation, and shall provide all safeguards, safety devices, and protective equipment, and shall take any other needed actions, on his own responsibility that are reasonably necessary to protect the life and health of employees on the job and the safety of the public, and to protect property in connection with the performance of the work covered by the contract.

SAFETY VESTS

All Contractors' personnel, all subcontractors and their personnel, and any material suppliers and their personnel shall wear a reflective vest or outer garment conforming to the requirements of MUTCD at all times while on the project.

SUBLETTING OF CONTRACT

The Contractor shall not sublet, sell, transfer, assign or otherwise dispose of this contract or any portion thereof; or his right, title, or interest therein; without written consent of the Engineer. Subletting of this contract or any portion of the contract shall conform to the requirements of Article of 108-6 of the Standard Specifications.

DEFAULT OF CONTRACT

The Department of Transportation shall have the right to declare a default of contract for breach by the Contractor of any material term or condition of the contract. Default of contract shall be in accordance with the terms, conditions, and procedures of Article 108-9 of the Standard Specifications.

PRESERVATION OF PROPERTY

The Contractor shall exercise care to avoid damage to all public and private property and facilities. Any damage to properties, such as, but not limited to, mailboxes, fences, gates, vehicles, driveways, etc. shall immediately be restored to the previously existing condition by the contractor. No payment will be made to the Contractor for such restorative work.

TEMPORARY SUSPENSION OF WORK

In accordance with Article 108-7 of the Standard Specifications, the Engineer will have the authority to suspend the work wholly or in part, any written order for such periods as he may deem necessary for any of the following reasons.

A. Conditions considered unfavorable for the suitable prosecution of the work, or
B. The Contractor's failure for correct conditions unsafe for workmen or the general public, or
C. The Contractor has not carried out orders given to him by the Engineer, or
D. The Contractor's failure to perform any provisions of the contract.

No extension of the completion date will be allowed for the above suspensions except as may be provided for in Article 108-10.

COORDINATION WITH OTHERS

The Contractor shall coordinate with the school personnel for possible conflicts and/or delays with school activities if the project is located within five miles of the school. All work shall be scheduled to minimize interference with all school traffic.

Contractor shall coordinate with local Traffic Services Unit for proposed signal design and placement of all pavement markings.

For signal work, Contractor shall contact Frank West (Deputy Traffic Eng (910) 486-1452 28 day prior to placement.

For pavement marking work, Contractor shall contact Kent Langdon (Assistant Traffic Eng (910) 486-1452), 14 days prior to final placement.

COOPERATION BETWEEN CONTRACTORS

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

PAYMENT AND RETAINAGE

The Contractor may submit a request for partial payment on a monthly basis, or other interval as approved by the Engineer. The amount of partial payments will be based on the work accomplished and accepted as the last day of the approved pay period. An amount equal to five percent (5%) of the total amount due on the partial pay estimate will be deducted and retained until after the final inspection. One hundred percent (100%) payment shall be made after successful completion of the work as verified by the final inspection.

The **INVOICE** shall show the quantities of items placed, unit bid price and the total cost as shown in the **BID** sheet.

Invoices shall be submitted to:

Mr. D.K. Pittman
NCDOT
P.O. Box 1150
Fayetteville, NC 28302

NOTIFICATION OF OPERATIONS

The Contractor shall notify the Engineer one (1) week in advance of beginning work on this project. The Contractor shall give the Engineer sufficient notice of all operations for any sampling, inspection or acceptance testing required.

EROSION, SILTATION, AND POLLUTION CONTROL

The Contractor shall exercise every reasonable precaution and take all necessary measures throughout the life of the project to prevent erosion, siltation, and pollution in accordance with Section 107-13 of the Standard Specifications.

INTERPRETATION OF QUANTITIES IN PROPOSAL FORM

The quantities appearing in the proposal form are approximate only and are to be used for establishing a contract amount. Payment to the Contractor will be made only for the actual quantities of the various items that are completed and accepted in accordance with the terms of the contract.

DRIVEWAYS AND PRIVATE PROPERTY

The Contractor shall maintain access to driveways for all residents and property owners throughout the life of the project. The Contractor shall not perform work for private citizens or agencies in conjunction with this project or within the project limits of this contract. Any driveway paved by a Contractor, which ties into a NCDOT system road being paved by the Contractor, must be paved either prior to the road paving project or after its completion.

Driveways shall be removed to a sufficient distance to provide for a smooth tie-in to future edge of pavement as directed by the Engineer. Driveways shall be saw cut. This work will be included in lump sum of grading.

TRAFFIC SIGNS & MAILBOXES

Permanent traffic signs and mailboxes that interfere with the road construction operations are to be removed during the course of a day's work, and be reinstalled at the conclusion of each work day. The Contractor shall mark the proper location of the signs and mailboxes by placing an offset stake behind the ditch line to ensure proper replacement.

DAMAGE TO EXISTING PAVEMENT, BASE, SUBGRADE, AND PROPOSED PAVEMENT

In addition to the requirements of the Standard Specifications concerning this subject, the Contractor is cautioned that he will be held responsible for all damages to the pavement, base, and subgrade caused by his operations, including but not limited to, rutting and shoving of the existing or proposed pavement and yielding or rutting of the existing base and subgrade.
The Contractor is cautioned to limit the weight of his equipment and the frequency of hauls so as to not damage the existing pavement, base, subgrade and the proposed pavement.
Any subgrade or base failures which the Contractor finds prior to the beginning of his operations or during the conditioning of the existing base are to be brought to the attention of the Engineer in writing. Repairs to those areas will be made by DOT forces. Once these deficient areas have been repaired, the requirements of this Special Provision will fully apply.

PLAN, DETAIL, AND QUANTITY ADJUSTMENTS

The Department reserves the right to make, at any time during the progress of the work, such alterations in plans or the details of construction as may be found necessary or desirable by the Engineer to complete the project.

POSTED WEIGHT LIMITS

The Contractor's attention is directed to the fact that many primary and secondary roads and bridges are posted with weight limits less than the legal limit. The Contractor will not be allowed to exceed the posted weight limits in transporting materials or equipment to the project. The Contractor should make a thorough examination of all maps and haul routes on this project.

SUBMITTALS

The Contractor shall submit a Disposal Plan, Dewatering Plan and Borrow Material source within fourteen (14) calendar days prior to construction. All submittals shall be provided to the Engineer in written form.

MATERIALS AND TESTING

The Engineer reserves the right to perform all sampling and testing in accordance with Section 106 of the Standard Specifications and the Department's "Materials and Test Manual." However the Engineer may reduce the frequency of sampling and testing where he deems it appropriate for the project under construction.

The Contractor shall furnish the applicable certifications and documentation for all materials as required by the Standard Specifications. Material which is not properly certified will not be accepted.

Delivery tickets for all asphalt material shall be furnished in accordance with Section 106-7 of the Standard Specifications and shall include the following information:

1. NC DOT Work Order Number
2. Date
3. Time issued
4. Type of Material
5. Gross weight

6. Tare Weight
7. Net weight of material
8. Plant Location
9. Truck Number
10. Contractor's name
11. Public weighmaster's stamp or number
12. Public weighmaster's signature or initials in ink
13. Job mix formula number (if for asphalt plant mix)
14. Asphalt Plant Certification Number (if for asphalt plant mix)

EROSION AND SEDIMENT CONTROL/STORMWATER CERTIFICATION

(1-16-07) (Rev 11-16-10) SP1 G180

General

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

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

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

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

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

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

Roles and Responsibilities

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

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

(a) Oversee the work of subcontractors so that appropriate erosion and sediment control/stormwater preventive measures are conformed to at each stage of the work.
(b) Prepare the required National Pollutant Discharge Elimination System (NPDES) Inspection Record and submit to the Engineer.
(c) Attend all weekly or monthly construction meetings to discuss the findings of the NPDES inspection and other related issues.
(d) Implement the erosion and sediment control/stormwater site plans requested.

(e) Provide any needed erosion and sediment control/stormwater practices for the Contractor's temporary work not shown on the plans, such as, but not limited to work platforms, temporary construction, pumping operations, plant and storage yards, and cofferdams.
(f) Acquire applicable permits and comply with requirements for borrow pits, dewatering, and any temporary work conducted by the Contractor in jurisdictional areas.
(g) Conduct all erosion and sediment control/stormwater work in a timely and workmanlike manner.
(h) Fully perform and install erosion and sediment control/stormwater work prior to any suspension of the work.
(i) Coordinate with Department, Federal, State and Local Regulatory agencies on resolution of erosion and sediment control/stormwater issues due to the Contractor's operations.
(j) Ensure that proper cleanup occurs from vehicle tracking on paved surfaces or any location where sediment leaves the Right-of-Way.
(k) Have available a set of erosion and sediment control/stormwater plans that are initialed and include the installation date of Best Management Practices. These practices shall include temporary and permanent groundcover and be properly updated to reflect necessary plan and field changes for use and review by Department personnel as well as regulatory agencies.

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

(a) Control project site waste to prevent contamination of surface or ground waters of the state, i.e. from equipment operation/maintenance, construction materials, concrete washout, chemicals, litter, fuels, lubricants, coolants, hydraulic fluids, any other petroleum products, and sanitary waste.
(b) Inspect erosion and sediment control/stormwater devices and stormwater discharge outfalls at least once every 7 calendar days, twice weekly for construction related *Federal Clean Water Act, Section 303(d)* impaired streams with turbidity violations, and within 24 hours after a significant rainfall event of 0.5 inch that occurs within a 24 hour period.
(c) Maintain an onsite rain gauge or use the Department's Multi-Sensor Precipitation Estimate website to maintain a daily record of rainfall amounts and dates.
(d) Maintain erosion and sediment control/stormwater inspection records for review by Department and Regulatory personnel upon request.
(e) Implement approved reclamation plans on all borrow pits, waste sites and staging areas.
(f) Maintain a log of turbidity test results as outlined in the Department's Procedure for Monitoring Borrow Pit Discharge.
(g) Provide secondary containment for bulk storage of liquid materials.
(h) Provide training for employees concerning general erosion and sediment control/stormwater awareness, the Department's NPDES Stormwater Permit NCS000250 requirements, and the applicable requirements of the *General Permit, NCG010000*.
(i) Report violations of the NPDES permit to the Engineer immediately who will notify the Division of Water Quality Regional Office within 24 hours of becoming aware of the violation.

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

(a) Follow permit requirements related to the Contractor and subcontractors' construction activities.
(b) Ensure that all operators and subcontractors on site have the proper erosion and sediment control/stormwater certification.
(c) Notify the Engineer when the required certified erosion and sediment control/stormwater personnel are not available on the job site when needed.
(d) Conduct the inspections required by the NPDES permit.
(e) Take corrective actions in the proper timeframe as required by the NPDES permit for problem areas identified during the NPDES inspections.
(f) Incorporate erosion control into the work in a timely manner and stabilize disturbed areas with mulch/seed or vegetative cover on a section-by-section basis.

(g) Use flocculants approved by state regulatory authorities where appropriate and where required for turbidity and sedimentation reduction.
(h) Ensure proper installation and maintenance of temporary erosion and sediment control devices.
(i) Remove temporary erosion or sediment control devices when they are no longer necessary as agreed upon by the Engineer.
(j) The Contractor's quality control and inspection procedures shall be subject to review by the Engineer. Maintain NPDES inspection records and make records available at all times for verification by the Engineer.

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

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

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

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

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

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

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

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

Preconstruction Meeting

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

Ethical Responsibility

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

Revocation or Suspension of Certification

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

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

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

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

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

Chief Engineer – Operations
1537 Mail Service Center
Raleigh, NC 27699-1537

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

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

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

Measurement and Payment

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

SUBSURFACE INFORMATION

(7-1-95) SP1 G112

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

PRECONSTRUCTION CONFERENCE

In accordance with Section 108-3 of the Standard Specifications, a preconstruction conference will be required prior to beginning work.

TRAFFIC CONTROL AND WORK ZONE SAFETY

Please note that Traffic Control (detours) will be provided by NCDOT. It is the responsibility of the contractor to inspect on-site barricades and to repair or notify the engineer if repairs need to be made. Furthermore, the contractor shall ensure that the work area is clearly barricaded at the end of each workday. The contractor must notify the Bridge Maintenance Engineer 2 weeks (14 calendar days) prior to beginning work so that NCDOT traffic services can fabricate and install the proper detour signs and barricades.

All personnel when working in traffic areas or areas in close proximity to traffic shall wear an approved safety vest, or shirt or jacket which meets the color requirements of the Manual of Uniform Traffic Control Devices (MUTCD).

The Contractor shall comply with all applicable Federal, State, and local laws, ordinances, and regulations governing safety, health, and sanitation, and shall provide all safeguards, safety devices, and protective equipment, and shall take any other needed actions, on his own responsibility that are reasonably necessary to protect the life and health of employees on the job and the safety of the public, and to protect property in connection with the performance of the work covered by the contract.

Failure to comply with any of the requirements for safety and traffic control of this contract shall result in suspension of work as provided in subarticle 108-7(2) of the Standard Specifications.

No direct payment shall be made for traffic control and work zone safety items, as they shall be considered incidental to other contract items.

DIVISION CONTRACT
PROJECT SPECIAL PROVISIONS

STOCKPILE AREAS

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

MOBILIZATION

Mobilization shall be compensated as allowed in accordance with Article 800-2 of the Standard Specifications.

Basis of payment for "Mobilization" shall be the contract unit bid price for lump sum.

COMPREHENSIVE GRADING

The Contractor is to grade this project to the typical sections and details shown. Grading shall be comprehensive grading as defined in Section 226 of the Standard Specifications, and shall include excavation for removal of existing pipes and end walls; excavation for the new end wall and pipe construction; compacting roadway embankment section in conformance with Section 235 of the Standard Specifications, and grading / reshaping of shoulders and ditches.

No earth material may be wasted or removed from the project unless deemed as unsuitable by the Engineer. Material may be stored on the existing roadway provided that adequate clearance is allowed.

The Contractor shall shape, compact, and grade the embankment, ditches, and shoulders to the lines, grades, and typical sections established by the plans or as directed by the Engineer. The contractor is advised to make a detailed investigation of the original state of such features prior to commencing operations.

The contractor may utilize whatever methods deemed most efficient for the project provided that the work methods comply with all applicable Federal, State, and local laws, ordinances, and regulations governing safety, health, and

sanitation and that the contractor will maintain slopes of 1.5:1 or flatter in the course of excavating the existing embankment. The contractor shall provide all safeguards, safety devices, and protective equipment, and shall take any other needed actions, on his own responsibility that are reasonably necessary to protect property in connection with the performance of the work covered by the contract.

Basis of payment for "Grading" shall be the contract unit bid price for lump sum.

BORROW

The work covered by this item consists of the furnishing and excavation of an approved material from a contractor supplied location for use as a backfill material. Payment will be on cubic yard basis by truck measurement. The quantity of borrow excavation to be paid will be the actual number of cubic yards of approved material, measured in trucks, which has been excavated from the borrow source and incorporated into the completed and accepted work. The recorded capacity of any truck used to transport the material will be adjusted by making a 25% deduction to allow for shrinkage and the adjusted capacity will be the quantity paid for. Contractor furnished borrow and waste sites shall comply with section 230 of the Standard Specifications. **A copy of the borrow source permit shall be provided to the inspector prior to hauling any materials.**

Basis of payment for "Borrow Excavation" shall be the unit bid price per cubic yard.

AGGREGATE BASE COURSE

The Contractor shall furnish and place aggregate base course in accordance with the provisions of Section 520 of the Standard Specifications. The base shall be compacted to a density equal to that obtained by compacting a sample of the material in accordance with AASHTO T180 as modified by the Department. The Contractor shall dry or add moisture to the material when required to provide a uniformly compacted and acceptable base. When completed, the base course shall be smooth, hard, dense, unyielding, and well bonded.

Payment will be made under the item "Aggregate Base Course" and shall include, but not be limited to, furnishing aggregate and water, mixing, hauling, spreading materials, compacting, shaping, and maintaining the base course.

Basis of payment for "Aggregate Base Course" shall be the unit bid price per ton.

FOUNDATION CONDITIONING MATERIAL / PIPE BACKFILL

No measurements will be made for undercut excavation, and the material used for conditioning the foundation will be classified as foundation conditioning material, Class VI Select Material in accordance with Section 1016-3 of the Standard Specifications. The quantity of foundation conditioning material to be paid for will be the actual number of tons of this material, weighed in trucks on certified platform scales or other certified weighing devices, which have been used to replace pipe undercut excavation. Material shall be used as a base for the structure and backfill for the excavation.

Payment will be full compensation for all work of foundation conditioning including all pipe undercut excavation, furnishing and placing foundation conditioning material, shaping the pipe foundation, and hauling and disposing of materials.

The contractor shall be responsible for backfilling in accordance with Division 3 of the Standard Specifications, and as directed by the Engineer. Backfill material shall be #57 stone placed one (1) foot below the streambed to approximately two (2) foot above the top of the pipe. An NCDOT approved soil engineering fabric shall be required on top of the #57 stone prior to placing the Aggregate Base Course. The contractor shall thoroughly and carefully backfill the pipe in accordance with plans.

Basis of payment for "Foundation Conditioning Material" shall be the contract unit bid price per ton.

PIPE REMOVAL

All existing corrugated metal pipe and associated headwalls shall be removed. All pipe removal will be considered waste material. It shall be the responsibility of the Contractor to dispose of waste to an approved construction landfill site or other waste disposal site provided by the contractor. **A copy of the waste site permit shall be provided to the inspector prior to hauling off any materials.**

Payment will be for all labor, material, equipment, removing, hauling, and disposal of removed pipe

Basis of payment for "Pipe Removal" shall be the contract unit bid price per linear foot.

PAVING

The production, delivery, placement, and compaction of all bituminous material shall be in accordance with Section 610 of the Standard Specifications. A currently approved North Carolina Department of Transportation job mix formula shall be used for all bituminous construction.

The air temperature 48 continuous hours prior to paving must be above 32 degrees Fahrenheit. Air temperature at the time of paving shall be in accordance with Subarticle 610-4 of the Standard Specifications.

The Contractor shall compact the bituminous material on this project in accordance with Subarticle 610-9 of the Standard Specifications and the following provision:

Compact all final wearing surfaces using a minimum of two (2) steel wheel rollers, unless otherwise approved. Pneumatic-tired rollers with 2 tandem axles and smooth tread tires may be used for intermediate rolling

Pavement shall not be placed until the base has been approved by the Engineer or his representative. A North Carolina Department of Transportation inspector shall be present during the placement of bituminous material.

The Contractor shall use a stringline or other approved method to establish a uniform consistent line to locate the edge of pavement. It shall be the Contractor's responsibility to place such line, but it shall meet the approval of the Engineer or his representative.

A smooth joint shall be provided at paved driveways. The Contractor shall exercise caution when operating equipment at paved residential drives in order to avoid pavement damage. An apron or turnout will be required at unpaved driveways.

The open cut shall require full depth patching with three (3) inches of Asphalt Concrete Intermediate Course, Type I19.0B, and an overlay of one and one-half (1.5) inches of Asphalt Concrete Surface Course, Type SF9.5A. The surface course shall extend one-hundred (100) feet beyond the open cut on both sides for an approximate length of two-hundred fifty (250) feet.

Basis of payment for "Paving" will be the contract unit price for Asphalt Concrete Intermediate Course, Type I19.0B and Asphalt Concrete Surface Course, Type SF9.5A per ton.

ASPHALT BINDER FOR PLANT MIX

The work covered by this section shall be in accordance with Section 620 of the Standard Specifications, including but not limited to furnishing of asphalt binder, with anti-strip additive when required, at an asphalt plant and incorporating the asphalt binder and anti-strip additive into the asphalt plant mix.

Asphalt Binder for Plant Mix, Grade PG 64-22, will be measured and paid for as the theoretical number of tons of the grade of asphalt binder required by the applicable job mix formula based on the actual number of tons of plant mix completed and accepted on the job. Such price and payment will be full compensation for all work covered by this section. There will be no direct payment for anti-strip additive.

Adjustments will be made to the payments due the Contractor for each grade of asphalt binder when it has been determined that the monthly average terminal F.O.B. Selling Price of asphalt binder, Grade PG 64-22, has fluctuated from the Base Price Index for Asphalt Binder included in the contract. The methods for calculating a base price index, for calculating the monthly average terminal F.O.B. selling price and for determining the terminals used are in accordance with procedures on file with the Department's Construction Unit. The Base Price Index for this contract will be the **August 1, 2012 Average at $590.33 per ton.**

When it is determined that the monthly selling price of asphalt binder on the first business day of the calendar month during that the last day of the partial payment period occurs varies either upward of downward from the base price index, the contract unit price for asphalt binder for plant mix will be adjusted. The adjusted contract unit price will be determined by adding the difference between the selling price and the base price index to the contract unit bid price for asphalt binder. If the selling price is less than the base price index, the adjusted contract unit price will be determined by subtracting the difference between the selling price and the base price index from the contract unit price for asphalt binder. The adjusted contract unit price will then be applied to the total theoretical quantity of asphalt binder authorized for use in the plant mix placed during the partial payment period involved, including both additional new asphalt binder and salvaged asphalt binder from reclaimed asphalt materials required by the job mix formula.

Adjusted contract unit prices for all grades of asphalt binder, including additional asphalt binder materials in recycled mixtures, will be based on the average selling price and base price index for asphalt binder, Grade PG 64-22, regardless of the actual grade required by the job mix formula.

In determining the adjusted contract unit price for any material specified in this provision the following formula will be used:

$$A = B + (D - C)$$

Where A = Adjusted Contract Unit Price
B = Contract Unit Price
C = Base Price Index
D = Monthly Average Terminal F.O.B. Selling Price

In the event the Department is unable to secure an F.O.B. selling price from at least four terminals in a given month, payment will be at the contract unit price for each ton of asphalt binder used in the work during that month.

Basis of payment for "Asphalt Binder" will be the contract unit price per ton.

PIPE AND HEADWALL (ASSEMBLE AND INSTALL)

Purchasing, assembling and placing the new structure will be the responsibility of the contractor. The manufacturer's representative, with at least two (2) years of experience in the installation of this type of structure, will be required to be onsite during assembly, placement and backfilling of the structure. The Contractor's responsibility shall be to excavate the streambed for placement of the toe wall of both headwalls. When possible pipes will be assembled on the roadbed or other suitable areas, and then placed.

The pipe is required to be buried one foot below the streambed, unless specified otherwise. The Department will provide invert pipe elevations (see "Pipe Information"). The contractor will then be responsible for backfilling in accordance with the NCDOT Standard Specifications, and as directed by the Engineer. Backfill material shall be #57 stone from one foot below the streambed to two foot above the top and beyond the sides of the pipe. **All #57 stone backfill materials shall be encapsulated with engineering fabric. Provide engineering fabric meeting the requirements of Article 1056-2 of the Standard Specifications for any type of engineering fabric. In addition to the engineering fabric the Contractor will be required to place one layer of geogrid (TX170 or equivalent) approximately 6" above and below the structure from headwall to headwall. All engineering fabric and geogrid will be considered incidental to "Pipe and Headwall (include assemble and install Contractor supplied pipe)" line items.**

The Contractor shall thoroughly and carefully backfill the pipe in accordance with the pipe assembly plans. Backfilled areas shall be graded and maintained in such a condition that erosion or saturation will not erode or damage the pipe foundation or backfill. Heavy equipment shall not be operated over the pipe until it has been properly backfilled and minimum cover as shown on the plans or as approved by the Engineer has been placed over the pipe.

All material shall be inspected and approved by the Engineer after delivery to the project and prior to installation.

Basis of payment for "Pipe and Headwall (Assemble and Install Contractor Supplied Pipe)" will be the contract unit price per each.

DEWATERING

All sites shall require dewatering. The preferred method for dewatering will be bypass pumping. Materials used in impervious dikes include but are not limited to steel sheet piles, Aqua Barriers, etc. This will include all material, labor and equipment needed to satisfy the OSHA safety standards and also to satisfy the guidelines of the attached environmental permits. A copy of the environmental permits shall be onsite during construction activities. Any violation of the permits could result in fines. The Contractor's work shall be halted if the turbidity reaches in excess of 50 NTU's. The Contractor shall not resume work until corrections are made.

Included in this contract is a typical section for bypass pumping. The guidelines to be used for this activity can be found in the Best Management Practices for Construction and Maintenance Activities which are available as a down load on our web site. The link can be found at http://www.ncdot.org/doh/operations/BMP_manual/.

The Contractor shall furnish an Erosion Control Plan for each site, prior to beginning any work, for approval by our Roadside Environmental Specialist. The plan shall include the Level III Certification number of the designer.

Basis of payment for "Dewatering" will be the contract unit price for lump sum.

UTILITY RELOCATIONS

It shall be the responsibility of the Contractor to contact all affected utility owners and determine the precise locations of all utilities prior to beginning construction. Utility owners shall be contacted a minimum of 72 hours prior to the commencement of operations. Special care shall be used in working around or near existing utilities, protecting them when necessary to provide uninterrupted service. In the event that any utility service is interrupted, the Contractor shall notify the utility owner immediately and shall cooperate with the owner, or his representative, in the restoration of service in the shortest time possible. Existing fire hydrants shall be kept accessible to fire departments at all times.

Compensation for the "Utility Relocation" Line Item will be based on when the contractor is required to compensate the utility owner for relocation expenses due to existing encroachment agreements. All utility coordination (relocating phone, television, etc.) will be considered incidental to the contract.

The Contractor shall make a reasonable effort to prevent utility relocations. The Engineer shall be notified for approval prior to any utility relocation. The Utility Relocation Line Item will be paid per each utility (i.e., water, sewer, gas, etc.) relocated at each site.

Basis of payment for "Utility Relocations" will be the contract unit price per each.

TEMPORARY SILT FENCE

Temporary silt fence for erosion control shall be installed as directed by the Engineer. Temporary silt fence shall be installed in accordance with Section 1605 of the Standard Specifications.

Payment of this item will be to furnish all materials including posts, wire, fabrics and fasteners; and to construct, maintain, and remove temporary silt fence.

Basis of payment for "Temporary Silt Fence" shall be the contract unit bid price per linear foot.

EROSION CONTROL STONE

The work covered under this section shall be in accordance with Division 8 and Division 16 of the Standard Specifications and the following provision(s):

The work includes but is not limited to furnishing, weighing, stock piling, placing and maintaining stone; and disposal of any stone not incorporated into the project when necessary.

Stone shall be used as slope protection, or as directed by the Engineer.

The type of stone to be used shall be "Stone for Erosion Control, Class B" unless otherwise directed by the Engineer.

Basis of payment for "Stone for Erosion Control, Class B" shall be the contract unit bid price per ton.

WATTLES

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, PAM application, and removing wattles.

Materials

Wattle shall meet the following specifications:

100% Curled Wood(Excelsior) Fibers	
Minimum Diameter	12 in.
Minimum Density	2.5 lb/ft^3 +/- 10%
Net Material	Synthetic
Net Openings	1 in. x 1 in.
Net Configuration	Totally Encased
Minimum Weight	20 lb. +/- 10% per 10 ft. length

Anchors: Stakes shall be used as anchors.

Wooden Stakes:
Provide hardwood stakes a minimum of 2-ft. long with a 2 in. x 2 in. nominal square cross section. One end of the stake must be sharpened or beveled to facilitate driving down into the underlying soil.
Matting shall meet the requirements of section 1060-8 of the *Standard Specifications*, or shall meet specifications provided elsewhere in this contract.

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

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 in. with no more than 2 in. projecting from the top of the wattle. Drive stakes at an angle according to the detail provided in the plans.
Only install wattle(s) to a height in ditch so flow will not wash around wattle and scour ditch slopes and according to the detail provided in the plans and as directed. Overlap adjoining sections of wattles a minimum of 6 in.

Installation of matting shall be in accordance with the detail provided in the plans, and in accordance with section 1631-3(B) of the *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 Standard Specifications.

Measurement and Payment

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

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

Basis of payment for "Wattle" will be the contract unit price per linear foot.

Basis of payment for "Matting" will be the contract unit price per square yard.

STABILIZATION REQUIREMENTS

(11-4-11) S-2

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

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

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

SEEDING AND MULCHING

All disturbed areas shall be dressed in typical sections and plowed to a depth of five (5) inches. The top two (2) inches shall be pulverized to provide a uniform seedbed. Lime should be applied before plowing operation.

Lime, seed and fertilizer shall be applied with the necessary equipment to give uniform distribution of these materials. The hand/bucket method is not acceptable.

All areas to be seeded and mulched shall be approved by the Engineer prior to preparing the seedbed. Work shall be in accordance with Section 1660 of the Standard Specifications. The following rates per acre shall apply:

March 1 – August 31			September 1 – February 28		
Tall Fescue	50	pounds	Tall Fescue	50	pounds
Centipede	10	pounds	Centipede	10	pounds
Bermuda grass (hulled)	25	pounds	Bermuda grass (unhulled)	35	pounds
Fertilizer10-20-20	500	pounds	Fertilizer10-20-20	500	pounds
Limestone	4000	pounds	Limestone	4000	pounds

Notes:

1. Fifty (50) pounds of Bahiagrass may be substituted for either Centipede or Bermudagrass, but only with Engineer's approval.
2. On cut and fill slopes 2:1 or steeper, Centipede shall be applied at the rate of 5 pounds per acre and add 20 pounds of Sericea Lespedeza from January 1 – December 31.

The seeded area shall be cultipacked to provide a firm seedbed and cover seed. Grain straw shall be applied over seeded areas as a mulch. No bare ground shall be visible when riding by a mulched area if proper application is achieved. Thick clumps of straw are not permissible as a uniform coverage is expected. Hydroseeding, however, will be considered an acceptable means of seeding and mulching. **Seeding shall be done as work progresses. All disturbed areas shall be seeded in accordance with the Stabilization Requirements as mentioned above, unless otherwise directed by the Engineer. All work shall be accepted and approved by the Engineer prior to beginning construction at the next site.**

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".

Basis of payment for "Seeding and Mulching" will be the contract unit price per acre.

GENERAL ALUMINUM STRUCTURE REQUIREMENTS

All items are incidental to **Pipe and Headwalls (Assemble and Install)**

1. ALL MATERIALS SHALL MEET THE REQUIREMENTS OF THE NORTH CAROLINA DEPARTMENT OF TRANSPORTATION STANDARD SPECIFICATIONS FOR ROADS AND STRUCTURES, LATEST EDITION.

2. Pipe material shall either be made of aluminum alloy or reinforced concrete and in dimensions per the standard specifications and hydraulic recommendations.

3. Poor quality of workmanship of any materials supplied will constitute grounds for the structure being rejected.

4. Manufacturer's representative, with at least two (2) years of experience in the installation of the type of structure, is required to provide technical assistance with the assembly of structure and headwalls as well as being on site during the installation and backfilling of pipe with headwalls through completion.

5. Detailed shop drawings and design calculations shall be submitted for acceptance. The supplier shall provide a design that meets the requirements of AASHTO and is sealed by a NC registered Professional Engineer.

6. Use arch shaped structures when possible in the vicinity of dwellings to lower the stormwater elevation.

7. Headwall locations shall be at or beyond the shoulder point.

8. Headwalls will be required on the inlet and outlet of all pipes.

9. All headwalls shall be parallel to the roadway.

10. Bottom of headwall elevation shall be 1' below invert.

11. Headwall invert elevations shall be 1’ below streambed.

12. Headwall foundation shall be undercut and backfilled with #57 stone 1’ below bottom of headwall elevation.

13. Wing walls shall be required if ditches are adjacent to the structure.

14. An NCDOT approved soil engineering fabric shall be required on top of the #57 stone prior to backfilling of the roadbed.

15. Pipe is to be fully welded inside and out to headwalls using two root welds and two finish welds on either side of the wall. All finish welds are to be ground to a smooth finish.

16. Headwall and pipe are to be reinforced per AASHTO specifications and structural engineer's requirements.

17. All hardware including nuts, bolts, washers, rods, etc. shall be hot dipped galvanized.

18. A 2’ wide band and a continuous 3/8" thick x 2' wide flat gasket made of closed cell neoprene rubber which upon assembly provides a watertight seal at each joint will be required.

19. All holes or tears in the pipe must be repaired prior to backfilling.

20. Pipe bed will be undercut and backfilled with #57 stone 1’ below pipe invert elevations.

21. Backfill material shall be #57 stone from 1’ below streambed elevation to 1’ above the top and sides.

22. SUPPLIER TO INCLUDE ALL NECESSARY WALE BEAMS, HEADWALL CAP, CONTINUOUS FLAT GASKETS AND GALVANIZED STEEL TIEBACK RODS WITH DMA PLATES AND ADJUSTABLE HOT DIP GALVANIZED TURNBUCKLES.

23. Material Quality and Workmanship
    a. The applicant will be required to supply materials that meet or exceed current NCDOT specifications.
    b. Pipe is to be fully welded inside and out to headwalls using two root welds and two finish welds on either side of the wall. All finish welds are to be ground to a smooth finish.
    c. Headwall and pipe are to be reinforced per AASHTO specifications and structural engineer's requirements.
    d. All hardware including nuts, bolts, washers, rods, etc. shall be hot dipped galvanized.
    e. The continuous flat gasket shall be 3/8” thick x 2’ wide and made of closed cell neoprene rubber which upon assembly provides a watertight seal.
    f. Pipe sections and bands shall be assembled and alphanumerically / alignment match-marked at the plant site before shipping to verify fit.
    g. Bands shall be installed onto the pipe sections prior to shipping.
    h. Pipe manufacturer must provide certification of the measured dimensions of the pipe, bands and the continuous flat gaskets. Certification must state that the bands and the gaskets have been pre-fitted and will securely tighten around the supplied pipe. Certification of the dimensions must be signed by the manufacture’s representative and dated.
        i. EXAMPLE: Supplied pipe measures ____ inches in diameter. Supplied bands and the continuous flat gaskets measure ____ inches in length and will securely fasten pipe sections, without field modification.
        ii. Signature _____
        iii. Date:_____
    i. Poor quality of workmanship of any materials supplied will constitute grounds for the material being rejected.

24. Job Site Installation Assistance
    a. Manufacture’s representative, with at least two (2) years of experience in the installation of this type of structure, is required to assist with the assembly of structure and headwalls as well as being on-site during the installation and backfilling of pipe with headwalls through completion.

25. Final Design Plans

a. Within 14 days after award, the bidder shall submit to the Division Bridge Maintenance Engineer for approval, a NC licensed professional engineer detailed drawing, stamp, and wall calculations provided by an independent engineering firm.

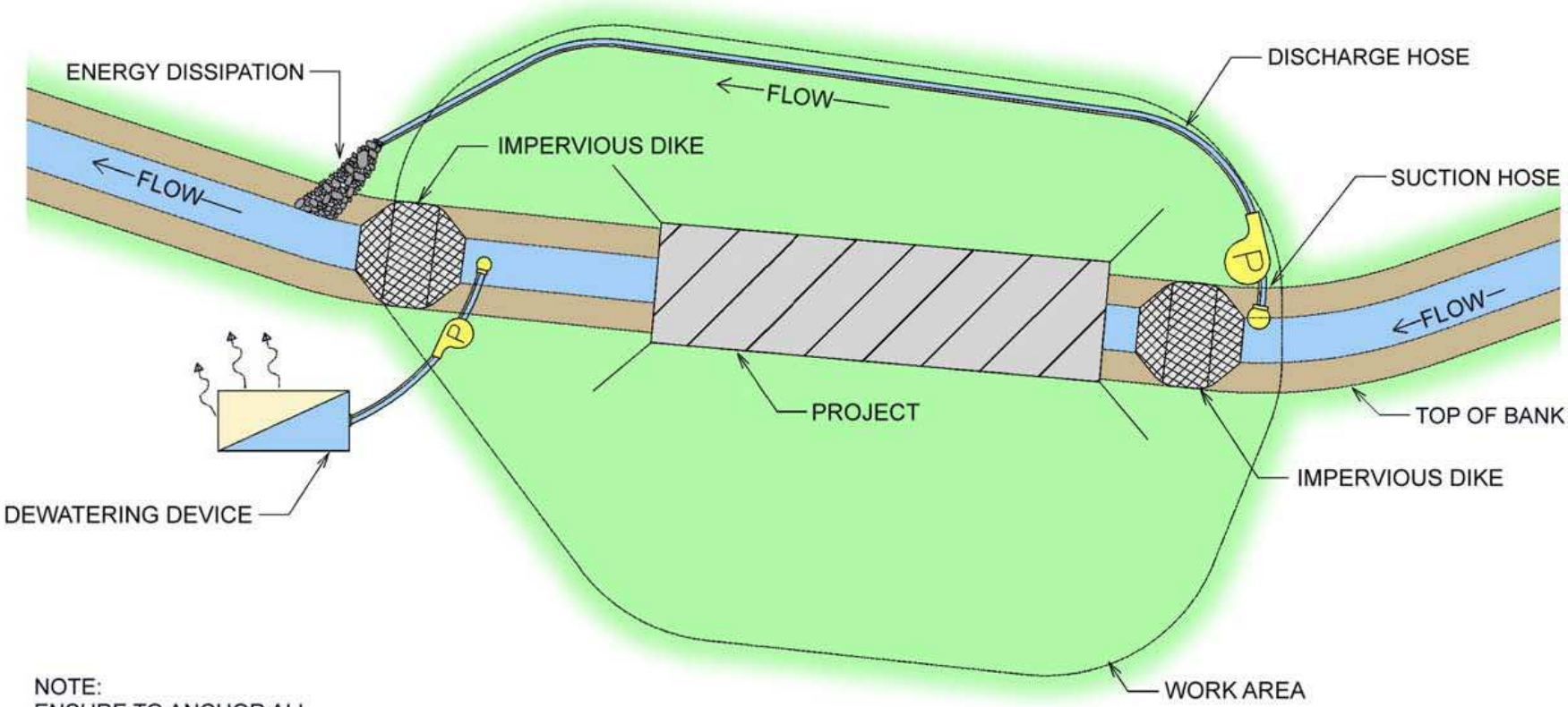
DIVISION 6 PIPE AND HEADWALL VENDORS

CONTECH
Phone Number: (919) 889-0878
Contact: Rahn Sutton

LANE ENTERPRISES, INC.
Phone Number: (540) 674-4645
Contact: Paul Vaughn

POMONA PIPE, INC.
Phone Number: (336) 255-2655
Contact: Donny Joyce

MANAGING THE WATERCOURSE: BYPASS PUMPING



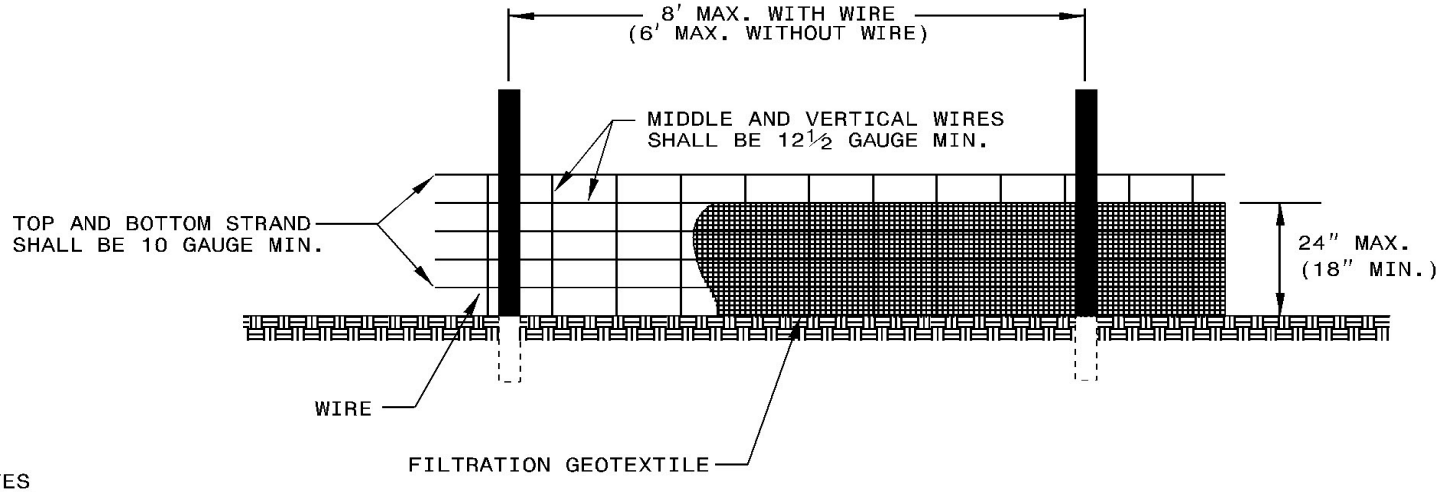
NOTE:
ENSURE TO ANCHOR ALL
PUMPS AND PIPES SECURELY.

STATE OF
NORTH CAROLINA
DEPT. OF TRANSPORTATION
DIVISION OF HIGHWAYS
RALEIGH, N.C.

1-12

ENGLISH STANDARD DRAWING FOR

TEMPORARY SILT FENCE



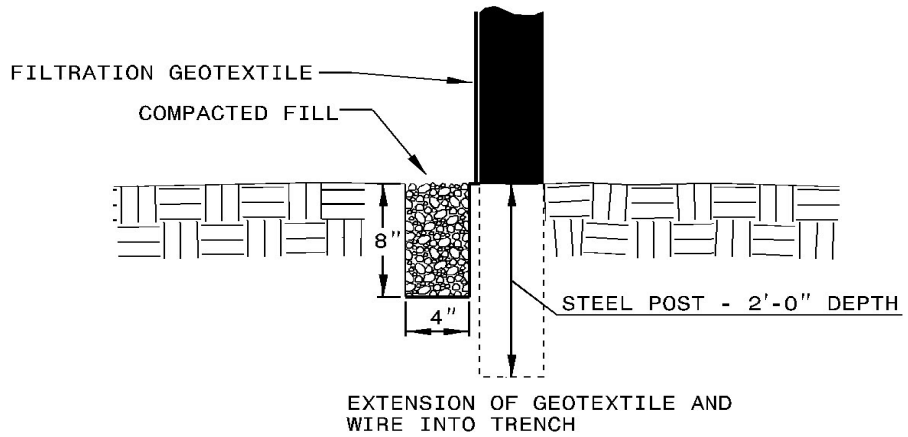
NOTES

USE WIRE A MINIMUM OF 32″ IN WIDTH AND WITH A MINIMUM OF 6 LINE WIRES WITH 12″ STAY SPACING.

USE FILTRATION GEOTEXTILE A MINIMUM OF 36″ IN WIDTH AND FASTEN ADEQUATELY TO THE WIRE AS DIRECTED.

PROVIDE 5′-0″ STEEL POST OF THE SELF-FASTENER ANGLE STEEL TYPE.

FOR MECHANICAL SLICING METHOD INSTALLATION, GEOTEXTILE SHALL BE A MAXIMUM OF 18″ ABOVE GROUND SURFACE.



SHEET 1 OF 1

1605.01

STATE OF
NORTH CAROLINA
DEPT. OF TRANSPORTATION
DIVISION OF HIGHWAYS
RALEIGH, N.C.

1-12

ENGLISH STANDARD DRAWING FOR

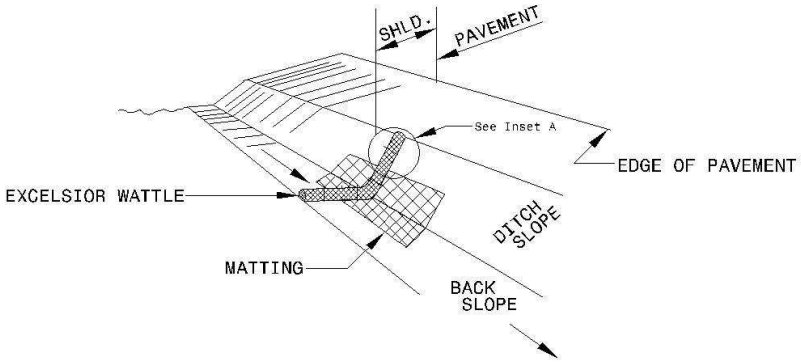
TEMPORARY SILT FENCE

SHEET 1 OF 1

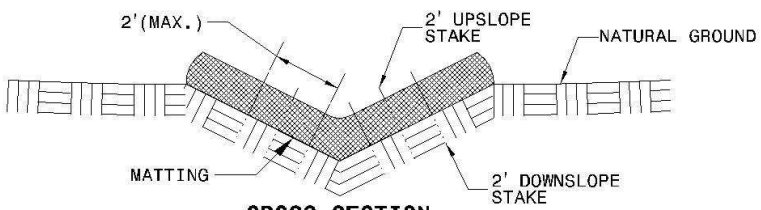
1605.01

PROJECT REFERENCE NO.	SHEET NO.
X-XXXX	EC-2G
R/W SHEET NO.	
ROADWAY DESIGN ENGINEER	HYDRAULICS ENGINEER

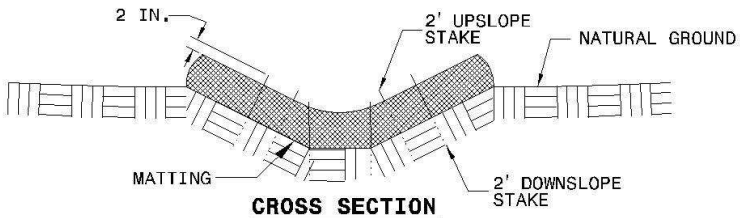
WATTLE DETAIL



ISOMETRIC VIEW



CROSS SECTION VEE DITCH



CROSS SECTION TRAPEZOIDAL DITCH

NOTES:

USE MINIMUM 12 IN. DIAMETER EXCELSIOR WATTLE.

USE 2 FT. WOODEN STAKES WITH A 2 IN. BY 2 IN. NOMINAL CROSS SECTION.

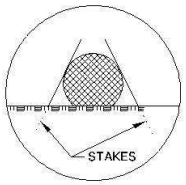
ONLY INSTALL WATTLE(S) TO A HEIGHT IN DITCH SO FLOW WILL NOT WASH AROUND WATTLE AND SCOUR DITCH SLOPES AND AS DIRECTED.

INSTALL A MINIMUM OF 2 UPSLOPE STAKES AND 4 DOWNSLOPE STAKES AT AN ANGLE TO WEDGE WATTLE TO BOTTOM OF DITCH.

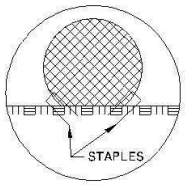
PROVIDE STAPLES MADE OF 0.125 IN. DIAMETER STEEL WIRE FORMED INTO A U SHAPE NOT LESS THAN 12" IN LENGTH.

INSTALL STAPLES APPROXIMATELY EVERY 1 LINEAR FOOT ON BOTH SIDES OF WATTLE AND AT EACH END TO SECURE IT TO THE SOIL.

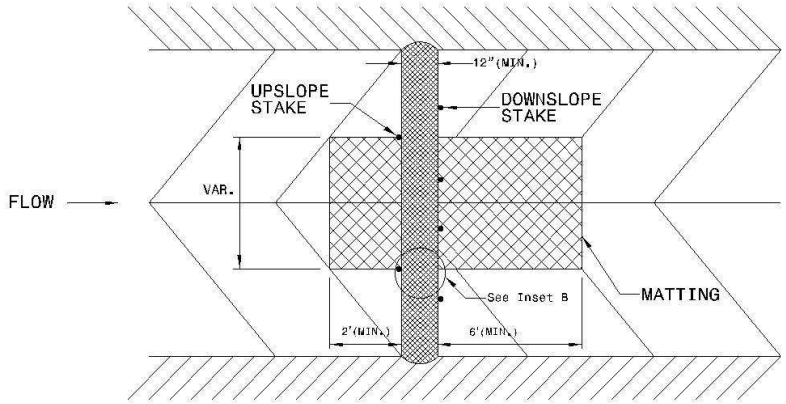
INSTALL MATTING IN ACCORDANCE WITH SECTION 1631 OF THE STANDARD SPECIFICATIONS.



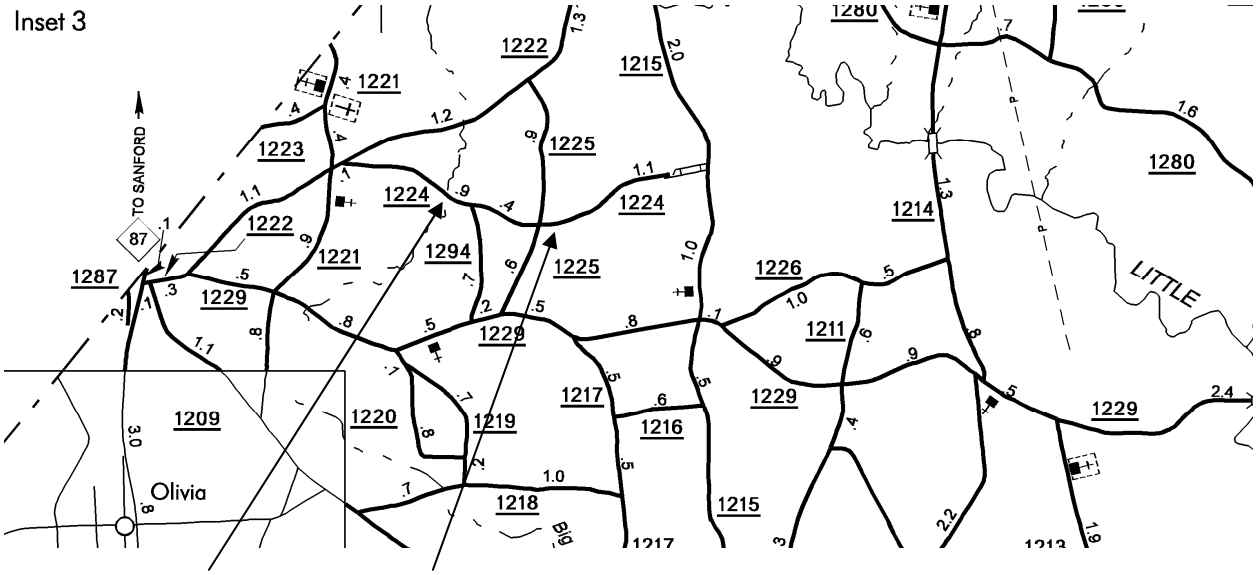
INSET A



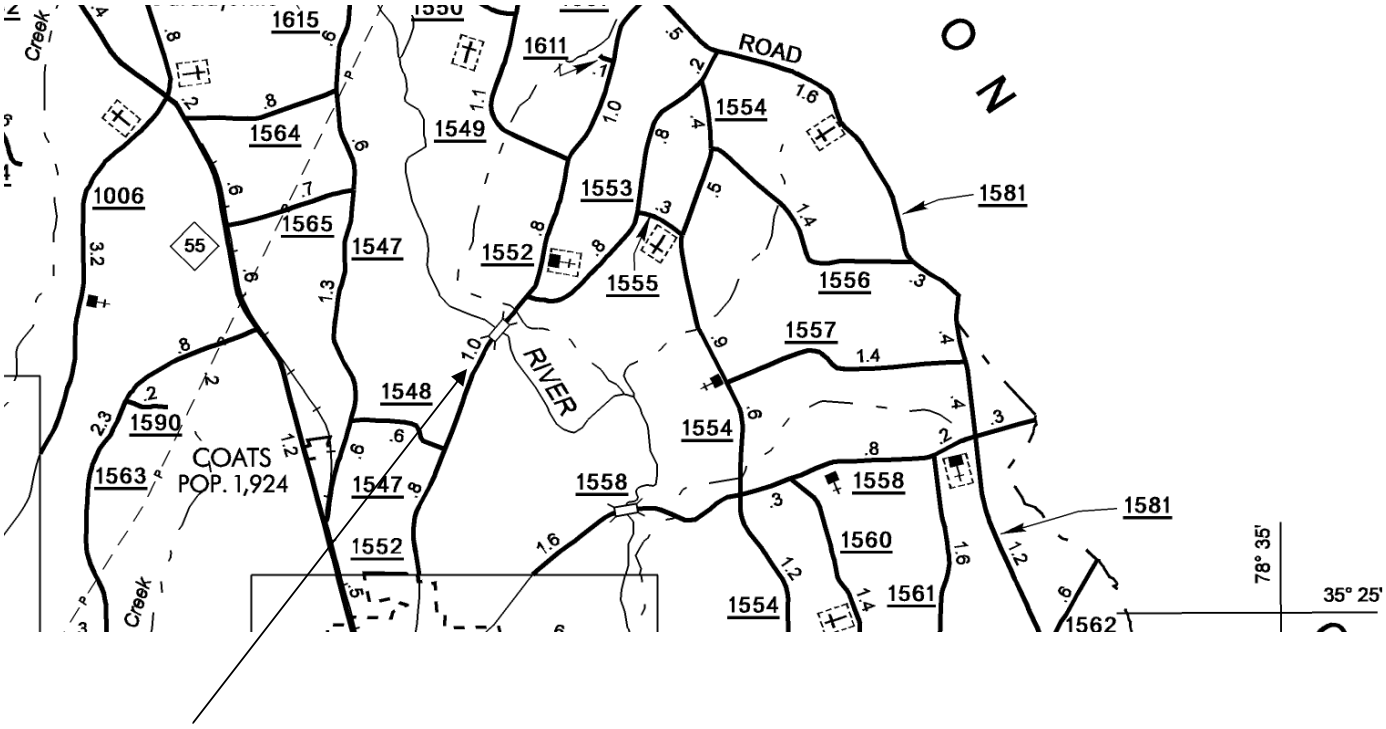
INSET B



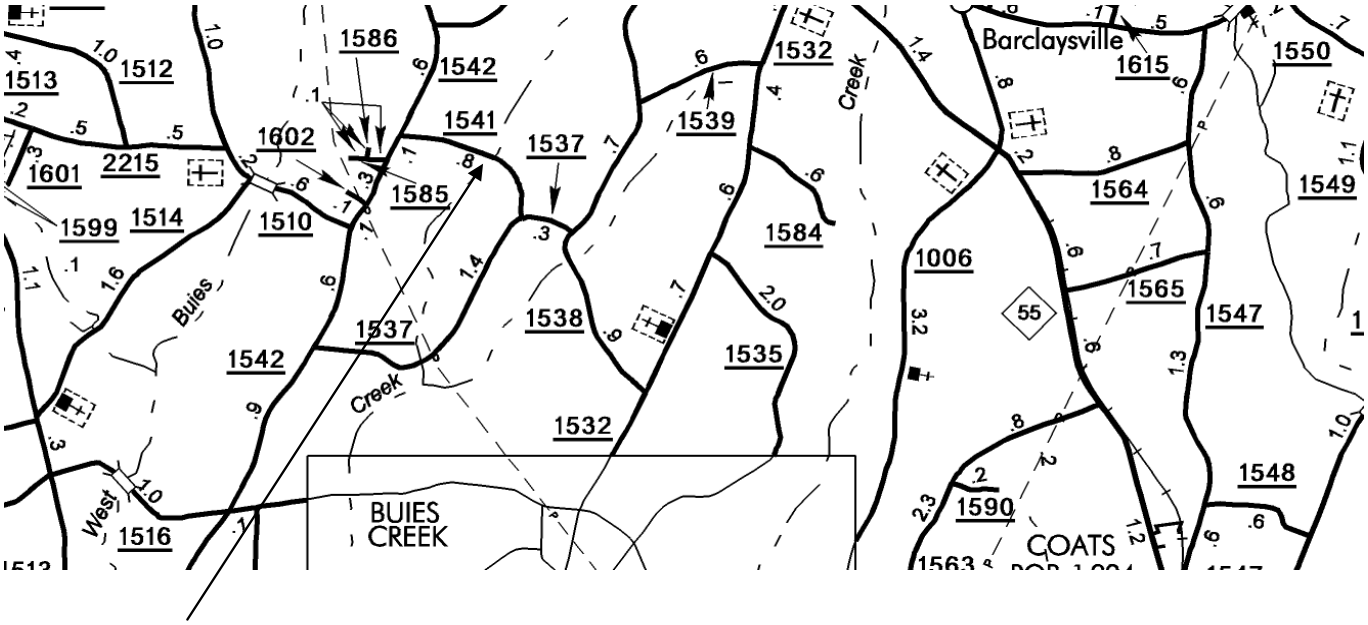
TOP VIEW



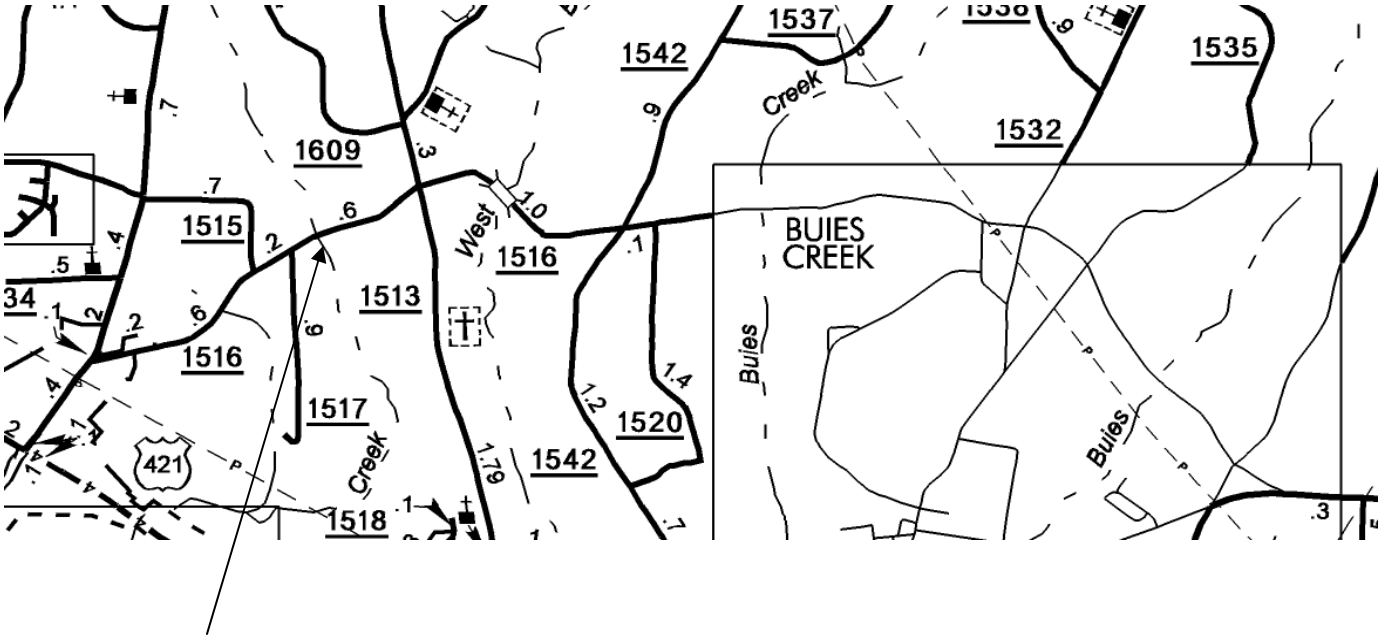
SR 1224 SITE1 **SR 1224 SITE 2**



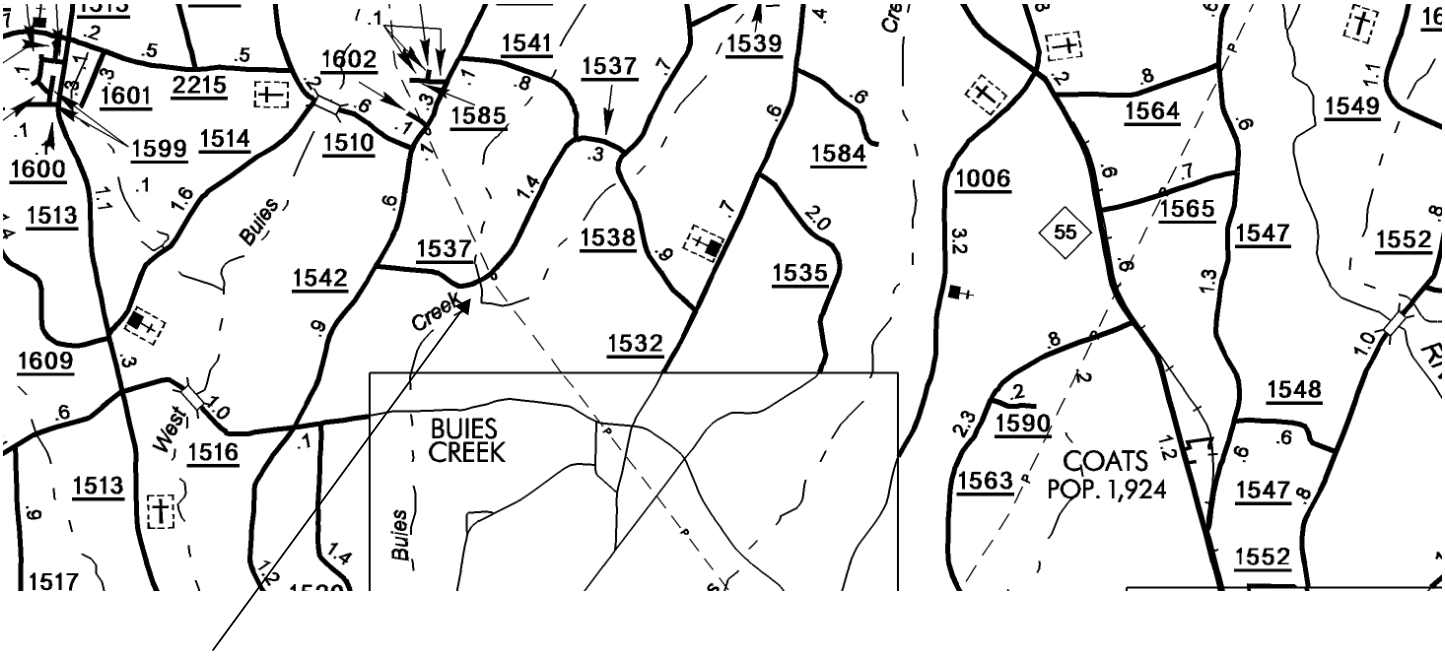
SR 1552 SITE 3



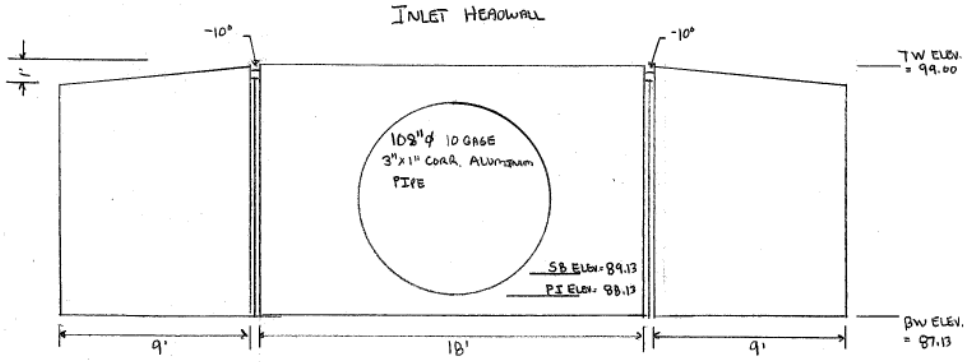
SR 1541 SITE 4

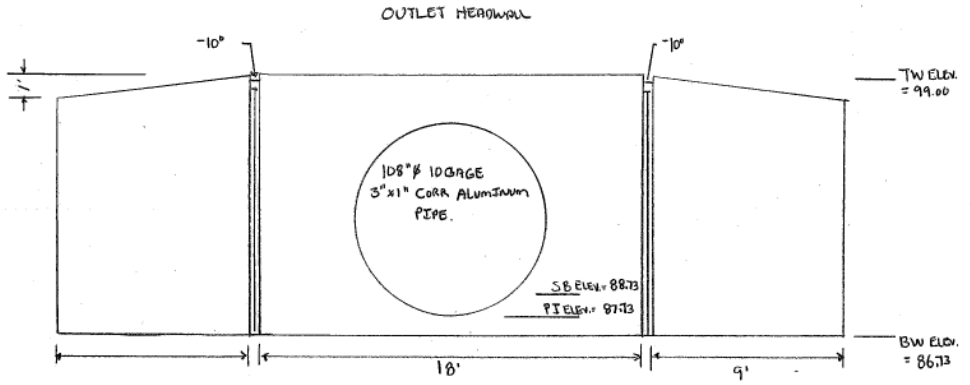


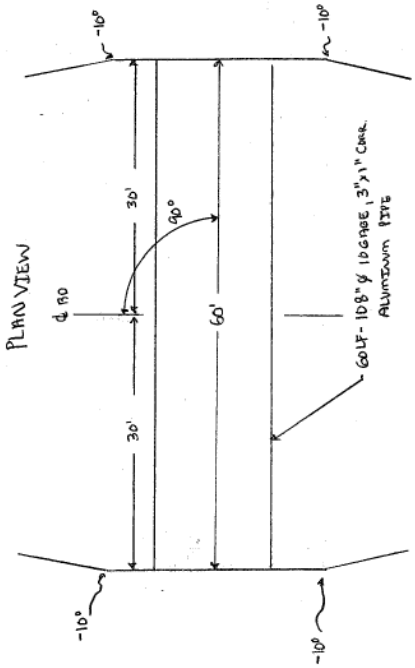
SR 1516 SITE 5



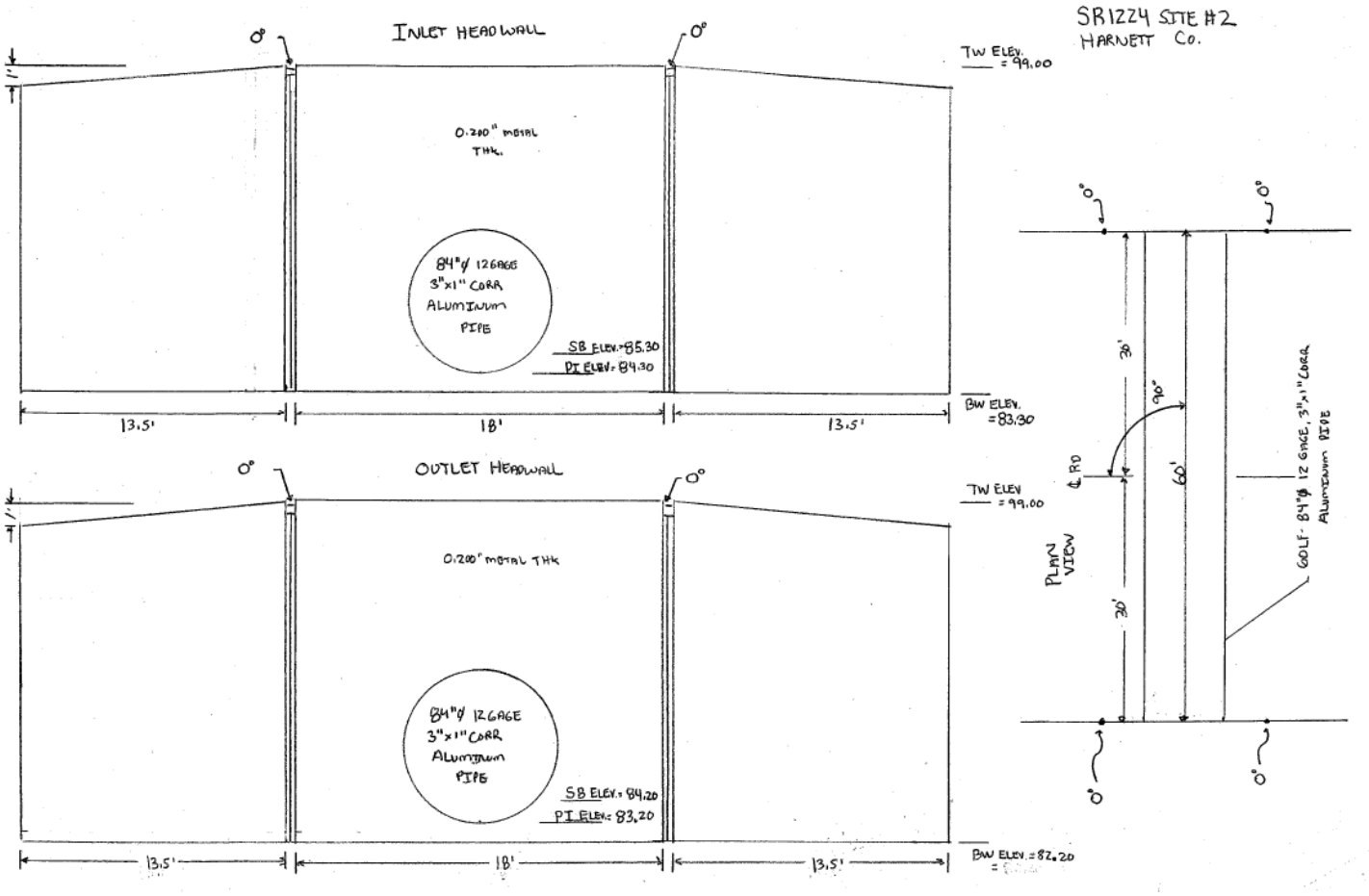
SR 1537 SITE 6



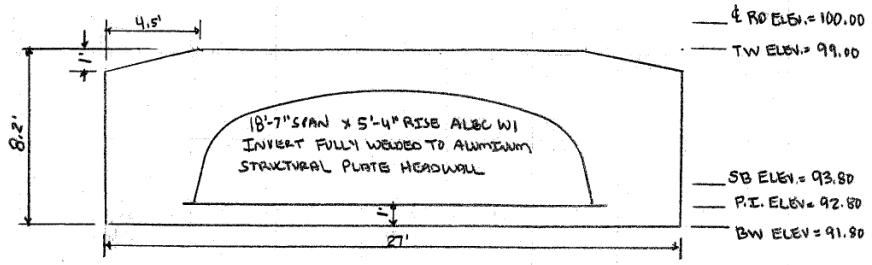




SR1224 SITE # 1
HARNETT CO.

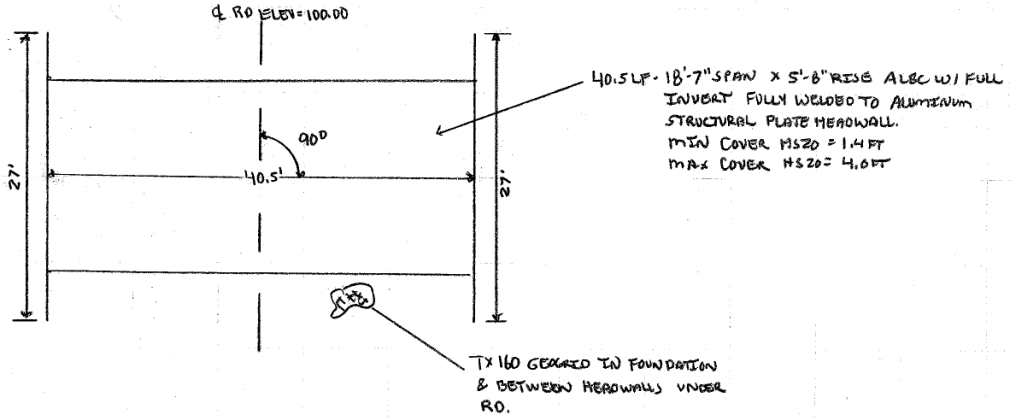

SR1224 SITE #2
HARVETT Co.
INLET HEADWALL
0°
0°
TW ELEV. = 99.00
0.200" METAL THK.
84"ø 12GAGE 3"x1" CORR ALUMINUM PIPE
SB ELEV.=85.30
PI ELEV.=84.30
BW ELEV. =83.30
13.5'
18'
13.5'
OUTLET HEADWALL
0°
0°
TW ELEV = 99.00
0.200" METAL THK
84"ø 12GAGE 3"x1" CORR ALUMINUM PIPE
SB ELEV.=84.20
PI ELEV.=83.20
BW ELEV.=82.20
13.5'
18'
13.5'
PLAN VIEW
30'
90°
60'
30'
℄ RD
GALV. 84"ø 12 GAGE, 3"x1" CORR. ALUMINUM PIPE

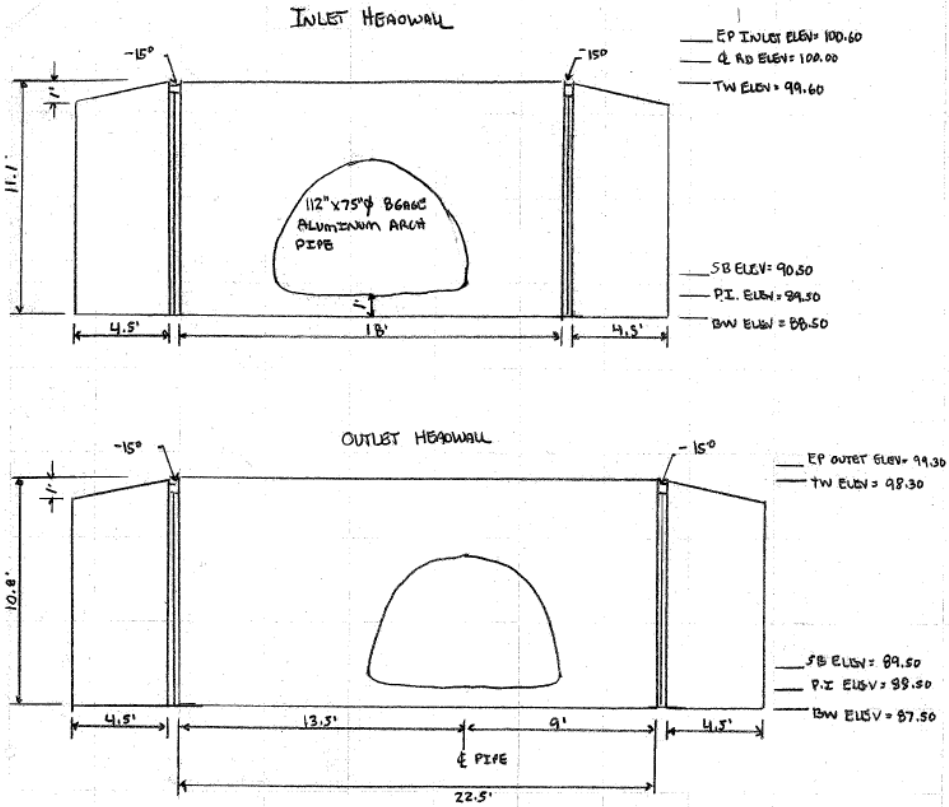
INLET & OUTLET HEADWALL

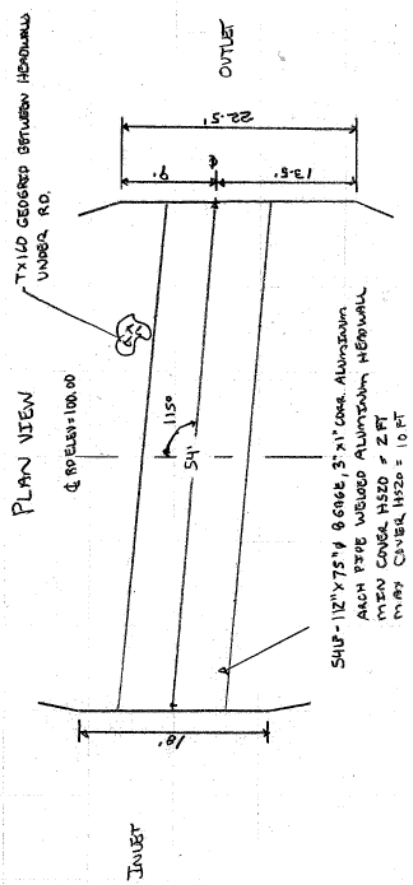


SR 1552 - ABATTOIR RD.
HARNETT CO.

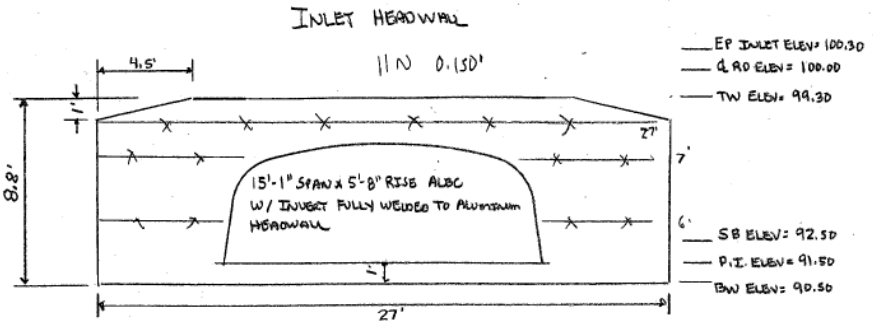
PLAN VIEW

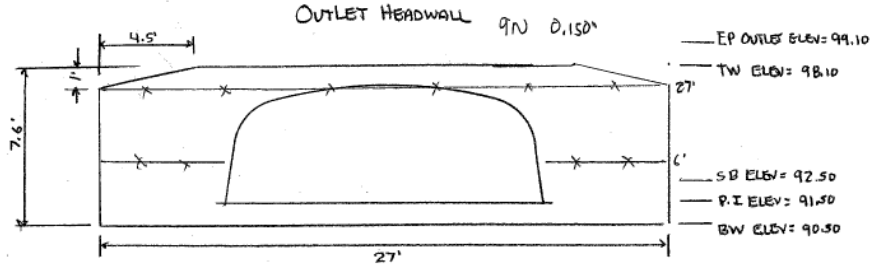




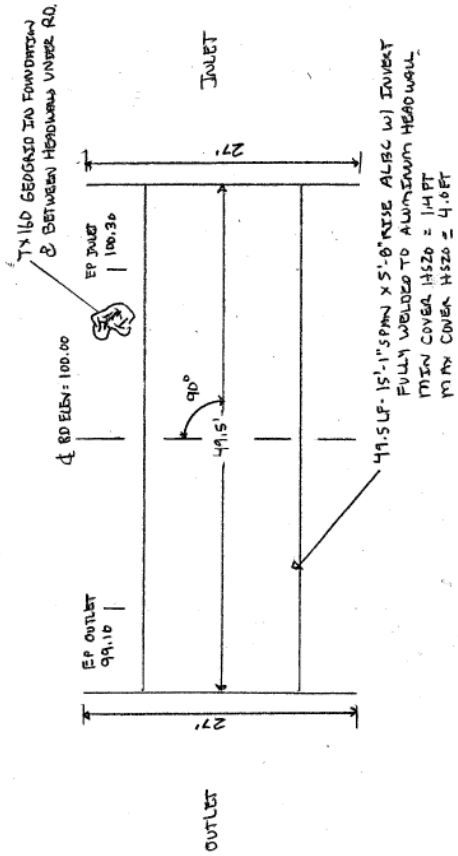


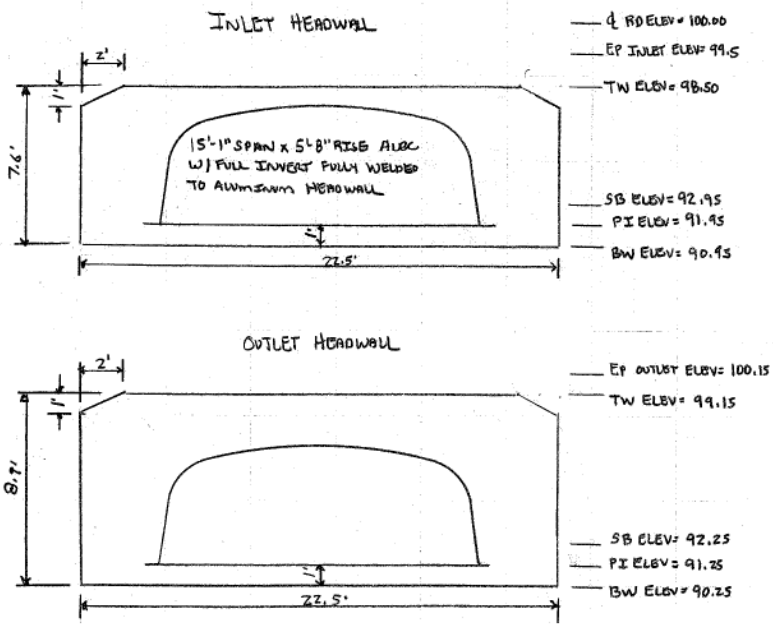
SR1541
HARNETT Co.

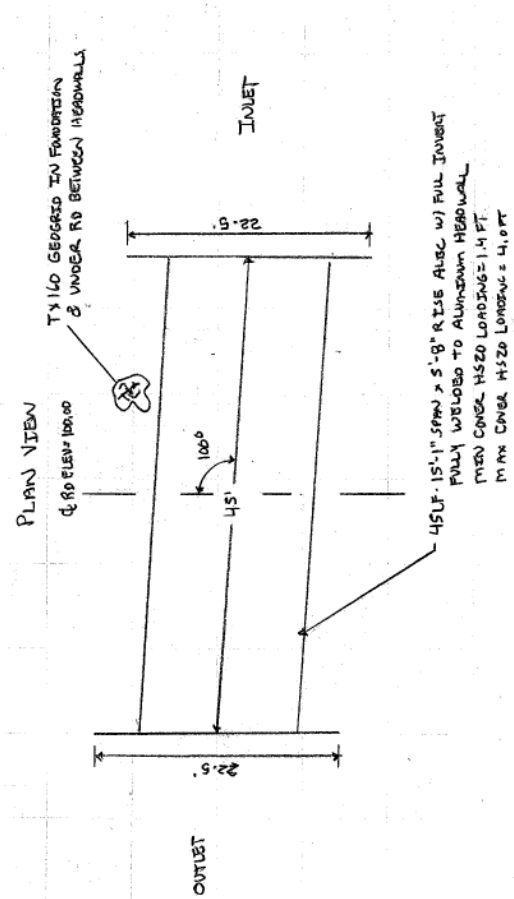




SR1516
HARNETT CO.







SR1537
HARNETT CO

DIVISION CONTRACT
STANDARD SPECIAL PROVISIONS

10-18-95 Z-1

PERMITS

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

PERMIT	AUTHORITY GRANTING THE PERMIT
Navigation	U. S. Coast Guard
Dredge and Fill and/or Work in Navigable Waters (404)	U. S. Army Corps of Engineers
State Dredge and Fill and/or CAMA	Division of Coastal Management, DENR State of North Carolina
Water Quality (401)	Division of Environmental Management, DENR State of North Carolina
Stormwater	Division of Environmental and Natural Resources, DENR, State of North Carolina
Buffer Certification	Division of Environmental Management, DENR State of North Carolina
TVA	Tennessee Valley Authority

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 107-14 of the *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.

AVAILABILITY OF FUNDS – TERMINATION OF CONTRACTS

(5-20-08) Z-2

General Statute 143C-6-11. (h) Highway Appropriation is hereby incorporated verbatim in this contract as follows:

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

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

NCDOT GENERAL SEED SPECIFICATION FOR SEED QUALITY

(5-17-11) Z-3

Seed shall be sampled and tested by the North Carolina Department of Agriculture and Consumer Services, Seed Testing Laboratory. When said samples are collected, the vendor shall supply an independent laboratory report for each lot to be tested. Results from seed so sampled shall be final. Seed not meeting the specifications shall be rejected by the Department of Transportation and shall not be delivered to North Carolina Department of Transportation warehouses. If seed has been delivered it shall be available for pickup and replacement at the supplier's expense.

Any re-labeling required by the North Carolina Department of Agriculture and Consumer Services, Seed Testing Laboratory, that would cause the label to reflect as otherwise specified herein shall be rejected by the North Carolina Department of Transportation.

Seed shall be free from seeds of the noxious weeds Johnsongrass, Balloonvine, Jimsonweed, Witchweed, Itchgrass, Serrated Tussock, Showy Crotalaria, Smooth Crotalaria, Sicklepod, Sandbur, Wild Onion, and Wild Garlic. Seed shall not be labeled with the above weed species on the seed analysis label. Tolerances as applied by the Association of Official Seed Analysts will NOT be allowed for the above noxious weeds except for Wild Onion and Wild Garlic.

Tolerances established by the Association of Official Seed Analysts will generally be recognized. However, for the purpose of figuring pure live seed, the found pure seed and found germination percentages as reported by the North Carolina Department of Agriculture and Consumer Services, Seed Testing Laboratory will be used. Allowances, as established by the NCDOT, will be recognized for minimum pure live seed as listed on the following pages.

The specifications for restricted noxious weed seed refers to the number per pound as follows:

Restricted Noxious **Weed**	Limitations per Lb. Of Seed	Restricted Noxious **Weed**	Limitations per Lb. of Seed
Blessed Thistle	4 seeds	Cornflower (Ragged Robin)	27 seeds
Cocklebur	4 seeds	Texas Panicum	27 seeds
Spurred Anoda	4 seeds	Bracted Plantain	54 seeds
Velvetleaf	4 seeds	Buckhorn Plantain	54 seeds
Morning-glory	8 seeds	Broadleaf Dock	54 seeds
Corn Cockle	10 seeds	Curly Dock	54 seeds
Wild Radish	12 seeds	Dodder	54 seeds
Purple Nutsedge	27 seeds	Giant Foxtail	54 seeds
Yellow Nutsedge	27 seeds	Horsenettle	54 seeds
Canada Thistle	27 seeds	Quackgrass	54 seeds
Field Bindweed	27 seeds	Wild Mustard	54 seeds

Hedge Bindweed 27 seeds

Seed of Pensacola Bahiagrass shall not contain more than 7% inert matter, Kentucky Bluegrass, Centipede and Fine or Hard Fescue shall not contain more than 5% inert matter whereas a maximum of 2% inert matter will be allowed on all other kinds of seed. In addition, all seed shall not contain more than 2% other crop seed nor more than 1% total weed seed. The germination rate as tested by the North Carolina Department of Agriculture shall not fall below 70%, which includes both dormant and hard seed. Seed shall be labeled with not more than 7%, 5% or 2% inert matter (according to above specifications), 2% other crop seed and 1% total weed seed.

Exceptions may be made for minimum pure live seed allowances when cases of seed variety shortages are verified. Pure live seed percentages will be applied in a verified shortage situation. Those purchase orders of deficient seed lots will be credited with the percentage that the seed is deficient.

FURTHER SPECIFICATIONS FOR EACH SEED GROUP ARE GIVEN BELOW:

Minimum 85% pure live seed; maximum 1% total weed seed; maximum 2% total other crop seed; maximum 144 restricted noxious weed seed per pound. Seed less than 83% pure live seed will not be approved.

Sericea Lespedeza
Oats (seeds)

Minimum 80% pure live seed; maximum 1% total weed seed; maximum 2% total other crop; maximum 144 restricted noxious weed seed per pound. Seed less than 78% pure live seed will not be approved.

Tall Fescue (all approved varieties)
Kobe Lespedeza
Korean Lespedeza
Weeping Lovegrass
Carpetgrass
Bermudagrass
Browntop Millet
German Millet – Strain R
Clover – Red/White/Crimson

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

Common or Sweet Sundangrass

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

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

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

Centipedegrass
Crownvetch
Pensacola Bahiagrass
Creeping Red Fescue
Japanese Millet
Reed Canary Grass
Zoysia

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

Barnyard Grass
Big Bluestem
Little Bluestem
Bristly Locust
Birdsfoot Trefoil

Indiangrass
Orchardgrass
Switchgrass
Yellow Blossom Sweet Clover

ERRATA

(1-17-12) (Rev. 3-20-12) Z-4

Revise the *2012 Standard Specifications* as follows:

Division 2

Page 2-7, line 31, Article 215-2 Construction Methods, replace “Article 107-26” with “Article 107-25”.
Page 2-17, Article 226-3, Measurement and Payment, line 2, delete “pipe culverts,”.
Page 2-20, Subarticle 230-4(B), Contractor Furnished Sources, change references as follows: Line 1, replace “(4) Buffer Zone” with “(c) Buffer Zone”; **Line 12,** replace “(5) Evaluation for Potential Wetlands and Endangered Species” with “(d) Evaluation for Potential Wetlands and Endangered Species”; and **Line 33,** replace “(6) Approval” with “(4) Approval”.

Division 6

Page 6-7, line 31, Article 609-3 Field Verification of Mixture and Job Mix Formula Adjustments, replace “30” with “45”.
Page 6-10, line 42, Subarticle 609-6(C)(2), replace “Subarticle 609-6(E)” with “Subarticle 609-6(D)”.
Page 6-11, Table 609-1 Control Limits, replace “Max. Spec. Limit” for the Target Source of $P_{0.075}/P_{be}$ Ratio with “1.0”.

Division 10

Page 10-74, Table 1056-1 Geotextile Requirements, replace “50%” for the UV Stability (Retained Strength) of Type 5 geotextiles with “70%”.

Division 12

Page 12-8, Table 1205-4 and 1205-5, replace “THERMOPLASTIC” in the title of these tables with “POLYUREA”.

Division 15

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

Division 17

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

PLANT AND PEST QUARANTINES
(Imported Fire Ant, Gypsy Moth, Witchweed, And Other Noxious Weeds)

(3-18-03) Z-04a

Within quarantined area

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

Originating in a quarantined county

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

Contact

Contact the N.C. Department of Agriculture/United States Department of Agriculture at 1-800-206-9333, 919-733-6932, or *http://www.ncagr.com/plantind/* to determine those specific project sites located in the quarantined area or for any regulated article used on this project originating in a quarantined county.

Regulated Articles Include

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

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.

LISTING OF MB & WB SUBCONTRACTORS

Sheet___of ____

FIRM NAME AND ADDRESS	MBE or WBE	ITEM NO.	ITEM DESCRIPTION	*AGREED UPON UNIT PRICE	DOLLAR VOL. OF SUBLET ITEM

DOLLAR VOLUME OF WB SUBCONTRACTOR _____

WB PERCENTAGE OF TOTAL CONTRACT BID PRICE _____

DOLLAR VOLUME OF MB SUBCONTRACTOR _____

MB PERCENTAGE OF TOTAL CONTRACT BID PRICE _____

This form must be completed in order for the Bid to be considered responsive and be publicly read. Bidders with no MBE and/or WBE participation must so indicate this on the form by entering the word or number zero.

* **THE DOLLAR VOLUME SHOWN IN THIS COLUMN SHALL BE THE ACTUAL PRICE AGREED UPON BY THE PRIME CONTRACTOR AND THE MB\WB SUB-CONTRACTOR. THESE PRICES WILL BE USED TO DETERMINE THE PERCENTAGES OF MB\WB PARTICIPATION IN THE CONTRACT.**

SUBSTITUTE FORM W-9
VENDOR REGISTRATION FORMNORTH CAROLINA DEPARTMENT OF TRANSPORTATION

Pursuant to Internal Revenue Service (IRS) Regulations, vendors must furnish their Taxpayer Identification Number (TIN) to the State. If this number is not provided, you may be subject to a 20% withholding on each payment. To avoid this 20% withholding and to insure that accurate tax information is reported to the Internal Revenue Service and the State, please use this form to provide the requested information exactly as it appears on file with the IRS.

INDIVIDUAL AND SOLE PROPRIETOR: ENTER NAME AS SHOWN ON SOCIAL SECURITY CARD
CORPORATION OR PARTNERSHIP : ENTER YOUR LEGAL BUSINESS NAME

NAME: _____

MAILING ADDRESS: STREET/PO BOX: _____

CITY, STATE, ZIP: _____

DBA / TRADE NAME (IF APPLICABLE): _____

BUSINESS DESIGNATION:

☐ INDIVIDUAL (use Social Security No.) ☐ SOLE PROPRIETOR (use SS No. or Fed ID No.)

☐ CORPORATION (use Federal ID No.) ☐ PARTNERSHIP (use Federal ID No.)

☐ ESTATE/TRUST (use Federal ID no.) ☐ STATE OR LOCAL GOVT. (use Federal ID No.)

☐ OTHER / SPECIFY _____

SOCIAL SECURITY NO. ___ ___ ___ - ___ ___ - ___ ___ ___ ___ (Social Security #)

OR

FED.EMPLOYER IDENTIFICATION NO. ___ ___ - ___ ___ ___ ___ ___ ___ ___ (Employer Identification #)

COMPLETE THIS SECTION IF PAYMENTS ARE MADE TO AN ADDRESS OTHER THAN THE ONE LISTED ABOVE:

REMIT TO ADDRESS: STREET / PO BOX: _____

CITY, STATE, ZIP: _____

Participation in this section is voluntary. You are not required to complete this section to become a registered vendor. The information below will in no way affect the vendor registration process and its sole purpose is to collect statistical data on those vendors doing business with NCDOT. If you choose to participate, circle the answer that best fits your firm's group definition.

What is your firm's ethnicity? (☐ Prefer Not To Answer, ☐ African American, ☐ Native American, ☐ Caucasian American, ☐ Asian American, ☐ Hispanic American, ☐ Asian-Indian American, ☐ Other:_____)

What is your firm's gender? (☐ Prefer Not to Answer, ☐ Male, ☐ Female) Disabled-Owned Business? (☐ Prefer Not to Answer, ☐ Yes ,☐ No)

IRS Certification

Under penalties of perjury, I certify that:

1. The number shown on this form is my correct taxpayer identification and
2. I am not subject to backup withholding because: (a) I am exempt from backup withholding, or (b) I have not been notified by the IRS that I am subject to backup withholding as a result of a failure to report all interest or dividends, or (c) the IRS has notified me that I am no longer subject to backup withholding, and
3. I am a U.S. person (including a U.S. resident alien).

The IRS does not require your consent to any provision of this document other than the certifications required to avoid backup withholding. For complete certification instructions please see IRS FORM W-9 at http://www.irs.gov/pub/irs-pdf/fw9.pdf .

_____ _____
NAME (Print or Type) TITLE (Print or Type)

_____ _____ _____
SIGNATURE DATE PHONE NUMBER

To avoid payment delays, completed forms should be returned promptly to:

NC Department of Transportation
Fiscal /Commercial Accounts
1514 Mail Service Center
Raleigh, North Carolina 27699-1514

PHONE (919) 733-3624 FAX (919) 715-3700

AWARD LIMITS ON MULTIPLE PROJECTS

It is the desire of the Proposer to be awarded contracts, the value of which will not exceed a total of $_____, for those projects indicated below on which bids are being opened on the same date as shown in the Proposal Form. Individual projects shall be indicated by placing the project number and county in the appropriate place below. Projects not selected will not be subject to an award limit.

_____ (Project Number)	_____ (County)
_____ (Project Number)	_____ (County)
_____ (Project Number)	_____ (County)
_____ (Project Number)	_____ (County)

*If a Proposer desires to limit the total amount of work awarded to him in this letting, he shall state such limit in the space provided above in the second line of this form.

It is agreed that in the event that I am (we are) the successful bidder on indicated projects, the total value of which is more that the above stipulated award limits, the Board of Transportation will award me (us) projects from among those indicated which have a total value not exceeding the award limit and which will result in the best advantage to the Department of Transportation.

_____
**Signature of Authorized Person

**Only those persons authorized to sign bids under the provisions of Article 102-8, Item 7, shall be authorized to sign this form.

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

CORPORATION

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

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

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

SIGNATURE OF CONTRACTOR

_____
Full name of Corporation

_____
Address as Prequalified

Attest _____ By _____
Secretary/Assistant Secretary — 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

AFFIDAVIT MUST BE NOTARIZED

Subscribed and sworn to before me this the

_____ day of _____ 20__.

NOTARY SEAL

_____
Signature of Notary Public

of _____County

State of _____

My Commission Expires:_____

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

PARTNERSHIP

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

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

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

SIGNATURE OF CONTRACTOR

_____
Full Name of Partnership

_____
Address as Prequalified

_____ By _____
Signature of Witness — Signature of Partner

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

AFFIDAVIT MUST BE NOTARIZED

Subscribed and sworn to before me this the

_____ day of _____ 20__.

NOTARY SEAL

_____
Signature of Notary Public

of _____County

State of _____

My Commission Expires:_____

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

LIMITED LIABILITY COMPANY

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

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

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

SIGNATURE OF CONTRACTOR

_____
Full Name of Firm

_____
Address as Prequalified

Signature of Manager

_____ _____
Signature of Witness Individually

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

AFFIDAVIT MUST BE NOTARIZED

Subscribed and sworn to before me this the

NOTARY SEAL

_____ day of _____ 20__.

_____
Signature of Notary Public

of _____County

State of _____

My Commission Expires:_____

EXECUTION OF BID
NON-COLLUSION AFFIDAVIT, DEBARMENT CERTIFICATION AND GIFT BAN CERTIFICATION
JOINT VENTURE (2) or (3)

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

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

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

SIGNATURE OF CONTRACTOR

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

(1) _____
Name of Joint Venture

(2) _____
Name of Contractor

_____
Address as Prequalified

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

If Corporation, affix Corporate Seal And

(3) _____
Name of Contractor

_____
Address as Prequalified

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

If Corporation, affix Corporate Seal And

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

_____
Address as Prequalified

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

If Corporation, affix Corporate Seal

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

My Commission Expires:_____

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

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

My Commission Expires:_____

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

INDIVIDUAL DOING BUSINESS UNDER A FIRM NAME

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

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

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

SIGNATURE OF CONTRACTOR

Name of Contractor _____
Individual name

Trading and doing business as _____
Full name of Firm

_____
Address as Prequalified

_____ _____
Signature of Witness Signature of Contractor, Individually

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

AFFIDAVIT MUST BE NOTARIZED

Subscribed and sworn to before me this the

NOTARY SEAL

_____ day of _____ 20__.

_____
Signature of Notary Public

of _____County

State of _____

My Commission Expires:_____

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

INDIVIDUAL DOING BUSINESS IN HIS OWN NAME

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

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

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

SIGNATURE OF CONTRACTOR

Name of Contractor _____
Print or type Individual name

_____
Address as Prequalified

_____
Signature of Contractor, Individually

_____
Print or type Signer's Name

_____
Signature of Witness

_____
Print or type Signer's name

AFFIDAVIT MUST BE NOTARIZED

Subscribed and sworn to before me this the

NOTARY SEAL

_____ day of _____ 20__.

_____
Signature of Notary Public

of _____County

State of _____

My Commission Expires:_____

DEBARMENT CERTIFICATION

Conditions for certification:

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

2. The terms *covered transaction, debarred, suspended, ineligible, lower tier covered transaction, participant, person, primary covered transaction, principal, proposal,* and *voluntarily excluded,* as used in this provision, have the meanings set out in the Definitions and Coverage sections of the rules implementing Executive Order 12549. A copy of the Federal Rules requiring this certification and detailing the definitions and coverages may be obtained from the Contract Officer of the Department.

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

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

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

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

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

DEBARMENT CERTIFICATION

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

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

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

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

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

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

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

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

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

PAYMENT REQUEST

WBS ELEMENT NO. _____ **PARTIAL** ☐ **FINAL** ☐

Bill To: _____

_____ **Pay Request No.** _____

Contractor's Name and Mailing Address **Period from:** _____ **to** _____

_____ **Purchase Order Number:** _____

_____ **Purchase Order Amount: $** _____

_____ **Supplementals: $** _____

FUNC CODE	LINE	ITEM DESCRIPTION	CONTRACT QUANTITY	UNIT	PREVIOUS QUANTITY	CURRENT QUANTITY	TOTAL QUANTITY	UNIT PRICE	TOTAL AMOUNT

Total Amount to Date $ _____

Less _____ % Retainage _____

Less Previous Payments **(A)** _____

Less Anticip. Liq. Dam.

AMOUNT DUE THIS PAYMENT $ _____

PAYMENTS TO DBE/MBE/WBE SUBCONTRACTORS

Payor Fed Tax Id:	Name:	Payee Fed Tax Id:	Name:	Amount Paid

Contractor's Authorized Representative: _____ (Date)

Payment Recommended By: _____ (Date)

Page _____ **of** _____

Form DBE-IS
Rev. 01/07

State of North Carolina

Department of Transportation
Subcontractor Payment Information

Submit with Invoice To: Invoice Coordinator
North Carolina Department of Transportation
Division 6 – District 1
PO BOX 2157
Lumberton, NC 28359

Firm Invoice No. Reference: **(B)** _____

NCDOT PO / Contract Number: **(C)** _____

WBS No. / Map No.: _____ | _____

Date of Invoice: _____

Invoice Line Item Reference	Payer Name	Payer Federal Tax ID	Subcontractor/ Subconsultant/ Material Supplier Name	Subcontractor/ Subconsultant/ Material Supplier Federal Tax ID	Amount Paid To Subcontractor/ Subconsultant/ Material Supplier This Invoice	Date Paid To Subcontractor/ Subconsultant/ Material Supplier This Invoice
				Total Amount Paid to Subcontractor Firms:	**$**	

Note: These documents are scanned into the NCDOT Fiscal Program. Please do not highlight or shade the figures.

Certification of Firm

I certify that this information accurately reflects actual payments made and the dates the payments were made to Subcontractors/Subconsultants/Material Suppliers on the above referenced project.

Signature: _____ Title: _____
Print Name: _____ Date: _____

North Carolina Department of Transportation

CONTRACT BID FORM

WBS NUMBER: **6B.204311**

COUNTY: **Harnett**

DESCRIPTION: **Pipe Removal and Replacement SR 1224(1) SIO#**

ITEM	DESC NO.	SECT	DESCRIPTION	QTY	UNIT	UNIT PRICE	AMOUNT BID
1	0001000000-N	800	Mobilization	1	LS		
2	0043000000-N	SP	Comprehensive Grading	1	LS		
3	0106000000-E	230	Borrow	50	CY		
4	0318000000-E	300	Foundation Conditioning Material	900	TON		
5	0995000000-E	SP	Pipe Removal	63	LF		
6	1220000000-E	520	Aggregate Base Course	130	TON		
7	1498000000-E	610	ACIC, Type I19.0B	20	TON		
8	1525000000-E	610	ACSC, Type SF9.5A	50	TON		
9	1575000000-E	620	Asphalt Binder, Grade PG 64-22	6	TON		
10	2474000000-N	SP	Pipe & Headwall (Assemble & Install Contractor Supplied Pipe)	1	EA		
11	3691000000-N	SP	Dewatering	1	LS		
12	5912000000-N	SP	Utility Relocations	1	EA		
13	6000000000-E	1605	Temporary Silt Fence	300	LF		
14	6000900000-E	1610	Stone for Erosion Control -Class B	80	TON		
15	6036000000-E	1631	Matting for Erosion Control	100	SY		
16	6071010000-E	SP	Wattle	60	LF		
17	6084000000-E	1660	Seeding and Mulching	.20	AC		

TOTAL FOR SITE 1:**_____**

North Carolina Department of Transportation

CONTRACT BID FORM

WBS NUMBER: **6B.204311**

COUNTY: **Harnett**

DESCRIPTION: **Pipe Removal and Replacement SR 1224 (2) SIO#**

ITEM	DESC NO.	SECT	DESCRIPTION	QTY	UNIT	UNIT PRICE	AMOUNT BID
1	0001000000-N	800	Mobilization	1	LS		
2	0043000000-N	SP	Comprehensive Grading	1	LS		
3	0106000000-E	230	Borrow	50	CY		
4	0318000000-E	300	Foundation Conditioning Material	1000	TON		
5	0995000000-E	SP	Pipe Removal	78	LF		
6	1220000000-E	520	Aggregate Base Course	120	TON		
7	1498000000-E	610	ACIC, Type I19.0B	20	TON		
8	1525000000-E	610	ACSC, Type SF9.5A	50	TON		
9	1575000000-E	620	Asphalt Binder, Grade PG 64-22	6	TON		
10	2474000000-N	SP	Pipe & Headwall (Assemble & Install Contractor Supplied Pipe)	1	EA		
11	3691000000-N	SP	Dewatering	1	LS		
12	5912000000-N	SP	Utility Relocations	1	EA		
13	6000000000-E	1605	Temporary Silt Fence	300	LF		
14	6000900000-E	1610	Stone for Erosion Control -Class B	100	TON		
15	6036000000-E	1631	Matting for Erosion Control	100	SY		
16	6071010000-E	SP	Wattle	60	LF		
17	6084000000-E	1660	Seeding and Mulching	.20	AC		

TOTAL FOR SITE 2:**_____**

North Carolina Department of Transportation

CONTRACT BID FORM

WBS NUMBER: **6B.204311**

COUNTY: **Harnett**

DESCRIPTION: **Pipe Removal and Replacement SR 1552 SIO#**

ITEM	DESC NO.	SECT	DESCRIPTION	QTY	UNIT	UNIT PRICE	AMOUNT BID
1	0001000000-N	800	Mobilization	1	LS		
2	0043000000-N	SP	Comprehensive Grading	1	LS		
3	0106000000-E	230	Borrow	50	CY		
4	0318000000-E	300	Foundation Conditioning Material	400	TON		
5	0995000000-E	SP	Pipe Removal	123	LF		
6	1220000000-E	520	Aggregate Base Course	145	TON		
7	1498000000-E	610	ACIC, Type I19.0B	20	TON		
8	1525000000-E	610	ACSC, Type SF9.5A	50	TON		
9	1575000000-E	620	Asphalt Binder, Grade PG 64-22	6	TON		
10	2474000000-N	SP	Pipe & Headwall (Assemble & Install Contractor Supplied Pipe)	1	EA		
11	3691000000-N	SP	Dewatering	1	LS		
12	5912000000-N	SP	Utility Relocations	1	EA		
13	6000000000-E	1605	Temporary Silt Fence	300	LF		
14	6000900000-E	1610	Stone for Erosion Control -Class B	80	TON		
15	6036000000-E	1631	Matting for Erosion Control	100	SY		
16	6071010000-E	SP	Wattle	60	LF		
17	6084000000-E	1660	Seeding and Mulching	.20	AC		

TOTAL FOR SITE 3:**_____**

North Carolina Department of Transportation

CONTRACT BID FORM

WBS NUMBER: **6B.204311**

COUNTY: **Harnett**

DESCRIPTION: **Pipe Removal and Replacement SR1541 SIO#**

ITEM	DESC NO.	SECT	DESCRIPTION	QTY	UNIT	UNIT PRICE	AMOUNT BID
1	0001000000-N	800	Mobilization	1	LS		
2	0043000000-N	SP	Comprehensive Grading	1	LS		
3	0106000000-E	230	Borrow	50	CY		
4	0318000000-E	300	Foundation Conditioning Material	800	TON		
5	0995000000-E	SP	Pipe Removal	100	LF		
6	1220000000-E	520	Aggregate Base Course	140	TON		
7	1498000000-E	610	ACIC, Type I19.0B	20	TON		
8	1525000000-E	610	ACSC, Type SF9.5A	50	TON		
9	1575000000-E	620	Asphalt Binder, Grade PG 64-22	6	TON		
10	2474000000-N	SP	Pipe & Headwall (Assemble & Install Contractor Supplied Pipe)	1	EA		
11	3691000000-N	SP	Dewatering	1	LS		
12	5912000000-N	SP	Utility Relocations	1	EA		
13	6000000000-E	1605	Temporary Silt Fence	300	LF		
14	6000900000-E	1610	Stone for Erosion Control -Class B	100	TON		
15	6036000000-E	1631	Matting for Erosion Control	100	SY		
16	6071010000-E	SP	Wattle	60	LF		
17	6084000000-E	1660	Seeding and Mulching	.20	AC		

TOTAL FOR SITE 4:**_____**

North Carolina Department of Transportation

CONTRACT BID FORM

WBS NUMBER: **6B.204311**

COUNTY: **Harnett**

DESCRIPTION: **Pipe Removal and Replacement SR1516 SIO#**

ITEM	DESC NO.	SECT	DESCRIPTION	QTY	UNIT	UNIT PRICE	AMOUNT BID
1	0001000000-N	800	Mobilization	1	LS		
2	0043000000-N	SP	Comprehensive Grading	1	LS		
3	0106000000-E	230	Borrow	50	CY		
4	0318000000-E	300	Foundation Conditioning Material	480	TON		
5	0995000000-E	SP	Pipe Removal	96	LF		
6	1220000000-E	520	Aggregate Base Course	125	TON		
7	1498000000-E	610	ACIC, Type I19.0B	20	TON		
8	1525000000-E	610	ACSC, Type SF9.5A	50	TON		
9	1575000000-E	620	Asphalt Binder, Grade PG 64-22	6	TON		
10	2474000000-N	SP	Pipe & Headwall (Assemble & Install Contractor Supplied Pipe)	1	EA		
11	3691000000-N	SP	Dewatering	1	LS		
12	5912000000-N	SP	Utility Relocations	1	EA		
13	6000000000-E	1605	Temporary Silt Fence	300	LF		
14	6000900000-E	1610	Stone for Erosion Control -Class B	80	TON		
15	6036000000-E	1631	Matting for Erosion Control	100	SY		
16	6071010000-E	SP	Wattle	60	LF		
17	6084000000-E	1660	Seeding and Mulching	.20	AC		

TOTAL FOR SITE 5: _____

North Carolina Department of Transportation

CONTRACT BID FORM

WBS NUMBER: **6B.204311**

COUNTY: **Harnett**

DESCRIPTION: **Pipe Removal and Replacement SR1537 SIO#**

ITEM	DESC NO.	SECT	DESCRIPTION	QTY	UNIT	UNIT PRICE	AMOUNT BID
1	0001000000-N	800	Mobilization	1	LS		
2	0043000000-N	SP	Comprehensive Grading	1	LS		
3	0106000000-E	230	Borrow	50	CY		
4	0318000000-E	300	Foundation Conditioning Material	350	TON		
5	0995000000-E	SP	Pipe Removal	45	LF		
6	1220000000-E	520	Aggregate Base Course	120	TON		
7	1498000000-E	610	ACIC, Type I19.0B	20	TON		
8	1525000000-E	610	ACSC, Type SF9.5A	50	TON		
9	1575000000-E	620	Asphalt Binder, Grade PG 64-22	6	TON		
10	2474000000-N	SP	Pipe & Headwall (Assemble & Install Contractor Supplied Pipe)	1	EA		
11	3691000000-N	SP	Dewatering	1	LS		
12	5912000000-N	SP	Utility Relocations	1	EA		
13	6000000000-E	1605	Temporary Silt Fence	300	LF		
14	6000900000-E	1610	Stone for Erosion Control -Class B	80	TON		
15	6036000000-E	1631	Matting for Erosion Control	100	SY		
16	6071010000-E	SP	Wattle	60	LF		
17	6084000000-E	1660	Seeding and Mulching	.20	AC		

TOTAL FOR SITE 6: _____

TOTAL BID FOR PROJECT _____

CONTRACTOR_____

STREET ADDRESS_____

CITY, STATE, ZIP_____

Federal Identification Number_____ Contractors License Number_____

Authorized Agent_____Title_____

Signature_____Date_____

Witness_____Title_____

Signature_____Date_____

THIS SECTION TO BE COMPLETED BY NORTH CAROLINA DEPARTMENT OF TRANSPORTATION

This bid has been reviewed in accordance with Article 103-1 of the current edition of the Standard Specifications.

Reviewed by _____ _____ **(date)**

Accepted by _____ _____ **(date)**

Division Engineer

STATE OF NORTH CAROLINA
DEPARTMENT OF TRANSPORTATION

BEVERLY EAVES PERDUE
GOVERNOR

Eugene A. Conti, Jr.
SECRETARY

JUNE 20, 2012

Department of Transportation
Division Bridge Engineer
Attn: Darren Pittman
549 Transportation Dr
Fayetteville, NC 28301

RE: ACOE Nationwide Permit #3 (Maintenance)
Culvert Replacement SR 1224 Harnett County

Dear Mr. Pittman:

The replacement the crossline culvert pipe along SR 1224 in Harnett County has been determined to be consistent with the U.S. Army Corps of Engineers Nationwide Permit #3 for Maintenance.

Location	Existing Culvert	Proposed Culvert	Stream Impact
0.6mi W SR 1225	63 LF 48” CMP	60 LF 108” Alum w/Headwall	0 LF
0.7mi W SR 1215	78 LF 72” CMP	60 LF 84” Alum w/Headwall	0 LF

The proposed work is authorized by James J. Rerko, PWS, Division 6 Environmental Officer, provided that it is accomplished in strict accordance with the attached conditions (COE General and Regional Conditions and NCDENR 401 WQC#3883). Notification to the U.S. Army Corps of Engineers will be via a Completion Report, of which, the Corps of Engineers will conduct a field inspection of the completed work to ensure compliance.

A copy of the U.S. Army Corps of Engineers General and Regional Conditions are enclosed, along with the NCDENR Division of Water Quality 401 General Certification #3883.

If you should have any questions regarding this notification, please feel free to contact me.

Sincerely,

James J. Rerko, PWS
Division 6 Environmental Officer

STATE OF NORTH CAROLINA

DEPARTMENT OF TRANSPORTATION

BEVERLY EAVES PERDUE
GOVERNOR

Eugene A. Conti, Jr.
SECRETARY

JUNE 20, 2012

Department of Transportation
Division Bridge Engineer
Attn: Darren Pittman
549 Transportation Dr
Fayetteville, NC 28301

RE: ACOE Nationwide Permit #3 (Maintenance)
Culvert Replacement SR 1552 Harnett County

Dear Mr. Pittman:

The replacement the crossline culvert pipe along SR 1552 (0.2mi S SR 1553) in Harnett County has been determined to be consistent with the U.S. Army Corps of Engineers Nationwide Permit #3 for Maintenance.

Location	Existing Culvert	Proposed Culvert	Stream Impact
0.2mi S SR 1553	3 (41 LF 66”x51” CMP)	40.5 LF (18’7”x 5’4”) Alum w/Headwall &Wings	0 LF

The proposed work is authorized by James J. Rerko, PWS, Division 6 Environmental Officer, provided that it is accomplished in strict accordance with the attached conditions (COE General and Regional Conditions and NCDENR 401 WQC#3883). Notification to the U.S. Army Corps of Engineers will be via a Completion Report, of which, the Corps of Engineers will conduct a field inspection of the completed work to ensure compliance.

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If you should have any questions regarding this notification, please feel free to contact me.

Sincerely,

James J. Rerko, PWS
Division 6 Environmental Officer

STATE OF NORTH CAROLINA
DEPARTMENT OF TRANSPORTATION

BEVERLY EAVES PERDUE
GOVERNOR

Eugene A. Conti, Jr.
SECRETARY

JUNE 20, 2012

Department of Transportation
Division Bridge Engineer
Attn: Darren Pittman
549 Transportation Dr
Fayetteville, NC 28301

RE: ACOE Nationwide Permit #3 (Maintenance)
Culvert Replacement SR 1541 Harnett County

Dear Mr. Pittman:

The replacement the crossline culvert pipe along SR 1541 (0.5mi E SR 1542) in Harnett County has been determined to be consistent with the U.S. Army Corps of Engineers Nationwide Permit #3 for Maintenance.

Location	Existing Culvert	Proposed Culvert	Stream Impact
0.5mi E SR 1542	50 LF 42" CMP 50 LF 60" CMP	54 LF (9'4"x 6'3") Alum Arch w/Headwall	4 LF

The proposed work is authorized by James J. Rerko, PWS, Division 6 Environmental Officer, provided that it is accomplished in strict accordance with the attached conditions (COE General and Regional Conditions and NCDENR 401 WQC#3883). Notification to the U.S. Army Corps of Engineers will be via a Completion Report, of which, the Corps of Engineers will conduct a field inspection of the completed work to ensure compliance.

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If you should have any questions regarding this notification, please feel free to contact me.

Sincerely,

James J. Rerko, PWS
Division 6 Environmental Officer

STATE OF NORTH CAROLINA
DEPARTMENT OF TRANSPORTATION

BEVERLY EAVES PERDUE
GOVERNOR

Eugene A. Conti, Jr.
SECRETARY

JUNE 20, 2012

Department of Transportation
Division Bridge Engineer
Attn: Darren Pittman
549 Transportation Dr
Fayetteville, NC 28301

RE: ACOE Nationwide Permit #3 (Maintenance)
Culvert Replacement SR 1516 Harnett County

Dear Mr. Pittman:

The replacement the crossline culvert pipe along SR 1516 (0.1mi E SR 1517) in Harnett County has been determined to be consistent with the U.S. Army Corps of Engineers Nationwide Permit #3 for Maintenance.

Location	Existing Culvert	Proposed Culvert	Stream Impact
0.1mi E SR 1517	2 (48 LF 66”x 51” CMP w/Wooden Headwalls)	49.5 LF (15’1”x5’8”) ALBC w/Headwall	1.5 LF

The proposed work is authorized by James J. Rerko, PWS, Division 6 Environmental Officer, provided that it is accomplished in strict accordance with the attached conditions (COE General and Regional Conditions and NCDENR 401 WQC#3883). Notification to the U.S. Army Corps of Engineers will be via a Completion Report, of which, the Corps of Engineers will conduct a field inspection of the completed work to ensure compliance.

A copy of the U.S. Army Corps of Engineers General and Regional Conditions are enclosed, along with the NCDENR Division of Water Quality 401 General Certification #3883.

If you should have any questions regarding this notification, please feel free to contact me.

Sincerely,

James J. Rerko, PWS
Division 6 Environmental Offi

STATE OF NORTH CAROLINA

DEPARTMENT OF TRANSPORTATION

BEVERLY EAVES PERDUE
GOVERNOR

Eugene A. Conti, Jr.
SECRETARY

JUNE 20, 2012

Department of Transportation
Division Bridge Engineer
Attn: Darren Pittman
549 Transportation Dr
Fayetteville, NC 28301

RE: ACOE Nationwide Permit #3 (Maintenance)
Culvert Replacement SR 1537 Harnett County

Dear Mr. Pittman:

The replacement the crossline culvert pipe along SR 1537 (0.5mi E SR 1542) in Harnett County has been determined to be consistent with the U.S. Army Corps of Engineers Nationwide Permit #3 for Maintenance.

Location	Existing Culvert	Proposed Culvert	Stream Impact
0.5mi E SR 1542	45 LF 60” CMP	45 LF (15’1”x5’8”) ALBC w/Headwall	0 LF

The proposed work is authorized by James J. Rerko, PWS, Division 6 Environmental Officer, provided that it is accomplished in strict accordance with the attached conditions (COE General and Regional Conditions and NCDENR 401 WQC#3883). Notification to the U.S. Army Corps of Engineers will be via a Completion Report, of which, the Corps of Engineers will conduct a field inspection of the completed work to ensure compliance.

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If you should have any questions regarding this notification, please feel free to contact me.

Sincerely,

James J. Rerko, PWS
Division 6 Environmental Officer