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

PROPOSAL

DATE AND TIME OF BID OPENING: **FEBRUARY 19, 2008 AT 2:00 PM**

CONTRACT ID	C201776
WBS	37331.3.1
FEDERAL-AID NO.	IMS-73(12)
COUNTY	RANDOLPH
T.I.P. NO.	K-3807
MILES	0.630
ROUTE NO.	I 73
LOCATION	REST AREAS ON I-73 / 74 & US-220 BYPASS NB & SB SOUTH OF SEAGROVE.
TYPE OF WORK	REST AREA.

NOTICE:

ALL BIDDERS SHALL COMPLY WITH ALL APPLICABLE LAWS REGULATING THE PRACTICE OF GENERAL CONTRACTING AS CONTAINED IN CHAPTER 87 OF THE GENERAL STATUTES OF NORTH CAROLINA WHICH REQUIRES THE BIDDER TO BE LICENSED BY THE N.C. LICENSING BOARD FOR CONTRACTORS WHEN BIDDING ON ANY NON-FEDERAL AID PROJECT WHERE THE BID IS $30,000 OR MORE, EXCEPT FOR CERTAIN SPECIALTY WORK AS DETERMINED BY THE LICENSING BOARD. BIDDERS SHALL ALSO COMPLY WITH ALL OTHER APPLICABLE LAWS REGULATING THE PRACTICES OF ELECTRICAL, PLUMBING, HEATING AND AIR CONDITIONING AND REFRIGERATION CONTRACTING AS CONTAINED IN CHAPTER 87 OF THE GENERAL STATUTES OF NORTH CAROLINA. NOT WITHSTANDING THESE LIMITATIONS ON BIDDING, THE BIDDER WHO IS AWARDED ANY PROJECT SHALL COMPLY WITH CHAPTER 87 OF THE GENERAL STATUTES OF NORTH CAROLINA FOR LICENSING REQUIREMENTS WITHIN 60 CALENDAR DAYS OF BID OPENING, REGARDLESS OF FUNDING SOURCES.

BIDS WILL BE RECEIVED AS SHOWN BELOW:

THIS IS A REST AREA PROPOSAL

5% BID BOND OR BID DEPOSIT REQUIRED

PROPOSAL FOR THE CONSTRUCTION OF

CONTRACT No. C201776

IN RANDOLPH COUNTY NORTH CAROLINA

Date_____ 20____

DEPARTMENT OF TRANSPORTATION,

RALEIGH, NORTH CAROLINA

The Bidder has carefully examined the location of the proposed work to be known as Contract No. **C201776** has carefully examined the plans and specifications, which are acknowledged to be part of the proposal, the special provisions, the proposal, the form of contract, and the forms of contract payment bond and contract performance bond; and thoroughly understands the stipulations, requirements and provisions. The undersigned bidder agrees to bound upon his execution of the bid and subsequent award to him by the Board of Transportation in accordance with this proposal to provide the necessary contract payment bond and contract performance bond within fourteen days after the written notice of award is received by him. The undersigned Bidder further agrees to provide all necessary machinery, tools, labor, and other means of construction; and to do all the work and to furnish all materials, except as otherwise noted, necessary to perform and complete the said contract in accordance with *the 2006 Standard Specifications for Roads and Structures* by the dates(s) specified in the Project Special Provisions and in accordance with the requirements of the Engineer, and at the unit or lump sum prices, as the case may be, for the various items given on the sheets contained herein.

The Bidder shall provide and furnish all the materials, machinery, implements, appliances and tools, and perform the work and required labor to construct and complete State Highway Contract No. **C201776** in **RANDOLPH County**, for the unit or lump sum prices, as the case may be, bid by the Bidder in his bid and according to the proposal, plans, and specifications prepared by said Department, which proposal, plans, and specifications show the details covering this project, and hereby become a part of this contract.

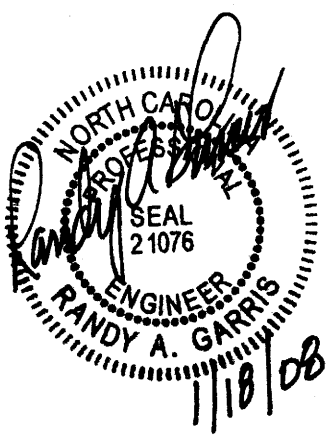
The published volume entitled *North Carolina Department of Transportation, Raleigh, Standard Specifications for Roads and Structures, July 2006* with all amendments and supplements thereto, is by reference incorporated into and made a part of this contract; that, except as herein modified, all the construction and work included in this contract is to be done in accordance with the specifications contained in said volume, and amendments and supplements thereto, under the direction of the Engineer.

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

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

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

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



State Contract Officer

TABLE OF CONTENTS

COVER SHEET
PROPOSAL SHEETS

PROJECT SPECIAL PROVISIONS (WHITE SHEETS) *PAGE No.*

Contract Time and Liquidated Damages..... 1
Intermediate Contract Time(s)..... 1
Major Contract Items..... 2
Specialty Items..... 2
Fuel Price Adjustment..... 2-3
Schedule of Estimated Completion Progress..... 3
Disadvantaged Business Enterprises..... 4-14
Progress Schedule..... 14-15
Certification for Federal-Aid Contracts..... 15-16
Contractor Licenses Requirements..... 16
Submission of Bids – Alternates..... 16
U. S. Department of Transportation Hotline..... 17
Subsurface Information..... 17
Maintenance of the Project..... 17-18
Twelve Month Guarantee..... 18
Outsourcing Outside U.S.A..... 18
Act of God..... 19
Erosion & Sediment Control / Storm Water Certification..... 19-24
Procedure for Monitoring Borrow Pit Discharge..... 24-25
Roadway..... 26-50
Lighting..... 51-60
Erosion Control..... 61-78
Planting / Reforestation..... 79-134
Rest Area..... 135-563

STANDARD SPECIAL PROVISIONS (YELLOW SHEETS)

Availability of Funds – Termination of Contracts..... 1
General Seed Specification for Seed Quality..... 2-4
Errata..... 5-8
Plant and Pest Quarantines..... 9
Award of Contract..... 10
Minority and Female Employment Requirements..... 11-13
Required Contract Provisions Federal-Aid Construction Contracts..... 14-23
On the Job Training..... 24-26
Wage Rates..... 27-29

PROPOSAL ITEM SHEET AND SIGNATURE SHEET
Item Sheets
Signature Sheet (Bid Acceptance by Department)

1
PROJECT SPECIAL PROVISIONS

GENERAL

CONTRACT TIME AND LIQUIDATED DAMAGES:
(8-15-00) (Rev. 12-18-07) SP1 G07A

The date of availability for this contract is **March 31, 2008**.

The completion date for this contract is **December 31, 2009**.

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

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

INTERMEDIATE CONTRACT TIME NUMBER 1 AND LIQUIDATED DAMAGES:
(7-1-95) (Rev.5-16-06) SP1 G13A

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

The date of availability for this intermediate contract time is **March 31, 2008**.

The completion date for this intermediate contract time is **October 1, 2009**.

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

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

2

MAJOR CONTRACT ITEMS:

(2-19-02) SP1 G28

The following listed items are the major contract items for this contract (See Articles 101 and 104-5 of the *2006 Standard Specifications*):

Line #	Description
4	Unclassified Excavation
7	Borrow Excavation

SPECIALTY ITEMS:

(7-1-95) SP1 G37

Items listed below will be the specialty items for this contract (See Article 108-6 of the *2006 Standard Specifications*).

Line #	Description
71-75	Guardrail
76-86	Fencing
90-101	Signing
110-115	Long-Life Pavement Markings
116	Permanent Pavement Markers
119-140	Lighting
141-170	Erosion Control
171	Reforestation
172-200	Planting
201-238	Rest Area

FUEL PRICE ADJUSTMENT:

(11-15-05) (Rev 11-21-06) SP1 G43

Revise the *2006 Standard Specifications* as follows:

Page 1-93, Article 109-8 Fuel Price Adjustment is amended to add the following as the first paragraph:

Bidders will have the option to *opt-out* of receiving a fuel price adjustment on this contract. Bidders shall designate in their bid submission in the Miscellaneous Data Folder of Transport Expedite whether or not they wish to accept or decline receiving a fuel price adjustment on items designated in the contract. If no designation is shown in the bid, the bidder will be subject to the fuel price adjustment. The bidder will not be permitted to change the option after the Department accepts the bid. If the bidder indicates that they want to participate in the fuel price adjustment, it shall be paid as follows:

Page 1-93 Subarticle 109-8, add the following:

The base index price for DIESEL #2 FUEL is **$ 2.7156** per gallon.

Where any of the following are included in the contract, they will be eligible for fuel price adjustment.

The item(s) of work and the fuel factor used in calculating adjustments to be made are as follows:

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

SCHEDULE OF ESTIMATED COMPLETION PROGRESS:
(7-20-04) SP1 G58

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

	Fiscal Year	Progress (% of Dollar Value)
2008	(7/01/07 - 6/30/08)	23 % of Total Amount Bid
2009	(7/01/08 - 6/30/09)	68 % of Total Amount Bid
2010	(7/01/09 - 6/30/10)	9 % of Total Amount Bid

The Contractor shall also furnish his own progress schedule in accordance with Article 108-2 of the *2006 Standard Specifications*. Any acceleration of the progress as shown by the Contractor's progress schedule over the progress as shown above shall be subject to the approval of the Engineer.

DISADVANTAGED BUSINESS ENTERPRISE:
(10-16-07) SP1 G61

Policy

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

Obligation

The Contractor, subcontractor, and sub-recipient shall not discriminate on the basis of race, religion, color, national origin, age, disability or sex in the performance of this contract. The Contractor shall comply with applicable requirements of *49 CFR Part 26* in the award and administration of federally assisted contracts. Failure by the Contractor to comply with these requirements is a material breach of this contract, which may result in the termination of this contract or such other remedy, as the Department deems necessary.

Definitions

Commitment - The approved DBE participation submitted by the prime contractor during the bidding process.

Committed DBE - Any DBE listed on the DBE commitment list approved by the Department at the time of bid submission or any DBE utilized as a replacement for a DBE firm listed on the commitment list.

Department - North Carolina Department of Transportation

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

Goal - The DBE participation specified herein

Letter of Intent – Written documentation of the bidder/offeror's commitment to use a DBE subcontractor and confirmation from the DBE that it is participating in the contract.

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

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

equipment. Brokers and packagers are not regarded as manufacturers or regular dealers within the meaning of this section.

Form RS-1-D - Form for subcontracts involving DBE subcontractors attesting to the agreed upon unit prices and extensions for the affected contract items.

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

USDOT - United States Department of Transportation, including the Office of the Secretary, the Federal Highway Administration (FHWA), the Federal Transit Administration (FTA), and the Federal Aviation Administration (FAA).

Contract Goal

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

Disadvantaged Business Enterprises **10 %**

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

(B) *If the goal is zero*, the Contractor shall continue to recruit the DBEs and report the use of DBEs during the construction of the project. A good faith effort will not be required with a zero goal.

Contract Requirement

The approved DBE participation submitted by the Contractor shall be the **Contract Requirement**.

Certified Transportation Firms Directory

Real-time information about firms doing business with the Department and firms that are certified through North Carolina's Unified Certification Program is available in the Directory of Transportation Firms. The Directory can be accessed by the link on the Department's homepage or by entering https://apps.dot.state.nc.us/vendor/directory/ in the address bar of your web browser. Only firms identified as DBE certified in the Directory can be utilized to meet the contract goals.

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

Listing of DBE Subcontractors in Contract

Only those DBE firms with current certification are acceptable for listing in the bidder's submittal of DBE participation. The Contractor shall indicate the following required information:

(A) Electronic Bids

Bidders shall submit a listing of DBE participation in the appropriate section of Expedite, the bidding software of Bid Express®.

(1) The names and addresses of DBE firms committed to participate in the contract. If the bidder uses the updated listing of DBE firms shown in Expedite, the bidder may use the dropdown menu to access the name and address of the DBE firm.

(2) The contract line numbers of work to be performed by each DBE firm. When no figures or firms are entered, the bidder will be considered to have no DBE participation.

(B) Paper Bids

(1) *If the goal is more than zero,* bidders at the time the bid proposal is submitted, shall submit a listing of DBE participation on the appropriate form (or facsimile thereof) contained elsewhere in the contract documents in order for the bid to be considered responsive. Bidders shall indicate the total dollar value of the DBE participation for the contract. If bidders have no DBE participation, they shall indicate this on the form "Listing of DBE Subcontractors" by entering the word or number zero. This form shall be completed in its entirety. **Blank forms will not be deemed to represent zero participation**. Bids submitted that do not have DBE participation indicated on the appropriate form will not be read publicly during the opening of bids. The Department will not consider these bids for award and the proposal will be returned to the bidder.

(2) *If the goal is zero,* bidders at the time the bid proposal is submitted, they shall enter the word "zero" or number "0" or if there is participation, add the value on the "Listing of DBE Subcontractors" (or facsimile thereof) contained elsewhere in the contract documents.

Written Documentation – Letter of Intent

The bidder shall submit written documentation of the bidder/offeror's commitment to use a DBE subcontractor whose participation it submits to meet a contract goal and written confirmation from each DBE, listed in the proposal, indicating their participation in the contract. This

documentation shall be submitted on the Department's form titled "Letter of Intent to Perform as a Subcontractor". This letter of intent form is available at: http://www.ncdot.org/doh/preconstruct/ps/contracts/letterofintent.pdf. It shall be received in the office of the State Contractor Utilization Engineer no later than 12:00 noon of the sixth calendar day following opening of bids.

If the bidder fails to submit the letter of intent from each committed DBE listed in the proposal indicating their participation in the contract, the DBE participation will not count toward meeting the goal.

Counting DBE Participation Toward Meeting DBE Goal of Zero or More

(A) If a firm is determined to be an eligible DBE firm, the total dollar value of the participation by the DBE will be counted toward the contract requirement. The total dollar value of participation by a certified DBE will be based upon the value of work actually performed by the DBE and the actual payments to DBE firms by the Contractor.

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

(C) (1) The Contractor may count toward its DBE requirement only expenditures to DBEs that perform a commercially useful function in the work of a contract. A DBE performs a commercially useful function when it is responsible for execution of the work of the contract and is carrying out its responsibilities by actually performing, managing, and supervising the work involved. To perform a commercially useful function, the DBE shall also be responsible with respect to materials and supplies used on the contract, for negotiating price, determining quality and quantity, ordering the material and installing (where applicable) and paying for the material itself. To determine whether a DBE is performing a commercially useful function, 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 DBE credit claimed for its performance of the work, and other relevant factors.

(2) A DBE may enter into subcontracts. Work that a DBE subcontracts to another DBE firm may be counted toward the contract requirement. Work that a DBE subcontracts to a non-DBE firm does not count toward the contract requirement. If a DBE contractor or subcontractor subcontracts a significantly greater portion of the work of the contract than would be expected on the basis of standard industry practices, the DBE shall be presumed not to be performing a commercially useful function. The DBE may present evidence to rebut this presumption to the Department for commercially useful functions. The Department's decision on the rebuttal of this presumption is subject to review by

the Federal Highway Administration but is not administratively appealable to USDOT.

(3) The following factors will be used to determine if a DBE trucking firm is performing a commercially useful function.

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

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

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

(d) The DBE may lease trucks from another DBE firm, including an owner-operator who is certified as a DBE. The DBE who leases trucks from another DBE receives credit for the total value of the transportation services the lessee DBE provides on the contract.

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

(f) For purposes of this paragraph, a lease shall indicate that the DBE has exclusive use of and control over the truck. This does not preclude the leased truck from working for others during the term of the lease with the consent of the DBE, so long as the lease gives the DBE absolute priority for use of the leased truck. Leased trucks shall display the name and identification number of the DBE.

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

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

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

(2) The fees or commissions charged for assistance in the procurement of the materials and supplies, or for 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 not from a manufacturer or regular dealer and provided the fees are determined to be reasonable and not excessive as compared with fees customarily allowed for similar services.

Good Faith Effort for Projects with Goals More Than Zero

If the DBE participation submitted in the bid by the apparent lowest responsive bidder does not meet or exceed the DBE contract goal, the apparent lowest responsive bidder shall submit to the Department documentation of its good faith efforts made to reach the contract goal. One complete set and 9 copies of this information shall be received in the office of the State Contractor Utilization Engineer no later than 12:00 noon of the sixth calendar day following opening of bids. Where the information submitted includes repetitious solicitation letters it will be acceptable to submit a representative letter along with a distribution list of the firms that were solicited. Documentation of DBE quotations shall be a part of the good faith effort submittal as necessary to demonstrate compliance with the factors listed below which the Department considers in judging good faith efforts. This documentation may include written subcontractor quotations, telephone log notations of verbal quotations, or other types of quotation documentation.

The following factors will be used to determine if the bidder has made adequate good faith effort:

(A) Whether the bidder attended any pre-bid meetings that were scheduled by the Department to inform DBEs of subcontracting opportunities.

(B) Whether the bidder provided solicitations through all reasonable and available means (e.g. advertising in newspapers owned and targeted to the Disadvantaged) at least 10 calendar days prior to bid opening). Whether the bidder provided written notice to all DBEs listed in the NCDOT Directory of Transportation Firms, within the Divisions and surrounding Divisions where the project is located, that specialize in the areas of work (as noted in the DBE Directory) that the bidder will be subletting.

(C) Whether the bidder followed up initial solicitations of interests by contacting DBEs to determine with certainty whether they were interested. If a reasonable amount of DBEs within the targeted Divisions do not provide an intent to quote or no DBEs specialize in the subcontracted areas, the bidder shall notify DBEs outside of the targeted Divisions

that specialize in the subcontracted areas, and contact the Business Development Manager in the NCDOT Office of Civil Rights to give notification of the bidder's inability to get DBE quotes.

(D) Whether the bidder selected portions of the work to be performed by DBEs in order to increase the likelihood of meeting the contract goals. This includes, where appropriate, breaking out contract work items into economically feasible units to facilitate DBE participation, even when the bidder might otherwise perform these work items with its own forces.

(E) Whether the bidder provided interested DBEs with adequate and timely information about the plans, specifications and requirements of the contract.

(F) Whether the bidder negotiated in good faith with interested DBEs without rejecting them as unqualified without sound reasons based on a thorough investigation of their capabilities. Any rejection should be noted in writing with a description as to why an agreement could not be reached.

(G) Whether quotations were received from interested DBE firms but rejected as unacceptable without sound reasons why the quotations were considered unacceptable. The fact that the DBE firms quotation for the work is not the lowest quotation received will not in itself be considered as a sound reason for rejecting the quotation as unacceptable. The fact that the bidder has the ability and/or desire to perform the contract work with its own forces will not be considered as sound reason for rejecting a DBE quote. Nothing in this provision shall be construed to require the bidder to accept unreasonable quotes in order to satisfy contract goals.

(H) Whether the bidder specifically negotiated with subcontractors to assume part of the responsibility to meet the contract DBE goal when the work to be sublet includes potential for DBE participation.

(I) Whether the bidder made any efforts and/or offered assistance to interested DBEs in obtaining the necessary equipment, supplies, materials, insurance, and/or bonding to satisfy the work requirements in the bid proposal.

(J) Any other evidence that the bidder submits which show that the bidder has made reasonable good faith efforts to meet the contract goal.

If a bidder is the apparent lowest responsive bidder on more than one project within the same letting located in the same geographic area of the state, as a part of the good faith effort the Department will consider allowing the bidder to combine the DBE participation as long as the overall DBE goal value of the combined projects is achieved.

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 the Department that the contract goal can be met or that adequate good faith efforts have been made to meet the goal.

DBE Replacement

The Contractor shall not terminate a committed DBE subcontractor for convenience or perform the work with its own forces or those of an affiliate. If the Contractor fails to demonstrate reasonable efforts to replace a committed DBE firm that does not perform as intended with another committed DBE firm or completes the work with its own forces without the Engineer's approval, 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 committed DBE.

(A) Performance Related Replacement

When a DBE is terminated or fails to complete its work on the contract for any reason, the Contractor shall take all necessary, reasonable steps to replace the DBE subcontractor with another DBE subcontractor to perform at least the same amount of work as the DBE that was terminated. The Contractor is encouraged to first attempt to find another DBE firm to do the same work as the DBE that was being terminated.

To demonstrate necessary, reasonable good faith efforts, the Contractor shall document the steps they have taken to replace any DBE subcontractor who is unable to perform successfully with another DBE subcontractor. Such documentation shall include but not be limited to the following:

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

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

(a) The names, addresses, and telephone numbers of DBEs who were contacted.

(b) A description of the information provided to DBEs regarding the plans and specifications for portions of the work to be performed.

(3) For each DBE contacted but rejected as unqualified, the reasons for the Contractor's conclusion.

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

(B) Decertification Replacement

(1) When a committed DBE is decertified by the Department after a Request for Subcontract has been received by the Department, the Department will not require the Prime Contractor to solicit replacement DBE participation equal to the remaining work to be performed by the decertified firm. The participation equal to the remaining work performed by the decertified firm will count toward the contract requirement.

(2) When a committed DBE is decertified prior to the Department receiving a Request for Subcontract for the named DBE firm, the Prime Contractor shall take all necessary and reasonable steps to replace the DBE subcontractor with another DBE subcontractor to perform at least the same amount of work to meet the contract goal or demonstrate that it has made a good faith effort to do so.

Changes in the Work

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

When 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 DBEs 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 work had been expected to be performed by a committed DBE, the Contractor shall seek participation by DBEs 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 DBE, the Contractor shall seek additional participation by DBEs equal to the reduced DBE participation caused by the changes.

Reports

All requests for subcontracts involving DBE subcontractors shall be accompanied by a certification executed by both the Prime Contractor and the DBE subcontractor attesting to the agreed upon unit prices and extensions for the affected contract items. This information shall be submitted on the Department Form RS-1-D, located at:
http://www.ncdot.org/doh/forms/files/FORMRS-1-D.doc unless otherwise approved by the Engineer. The Department reserves the right to require copies of actual subcontract agreements involving DBE subcontractors.

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

All certifications will be considered a part of the project records, and consequently will be subject to penalties under Federal Law associated with falsifications of records related to projects.

Reporting Disadvantaged Business Enterprise Participation

(A) The Contractor shall provide the Engineer with an accounting of payments made to Disadvantaged Business Enterprise firms, including material suppliers, 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:

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

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

(B) Electronic Bids Reporting:

The Contractor shall report the accounting of payments through the Department's DBE Payment Tracking System, which is located at: https://apps.dot.state.nc.us/Vendor/PaymentTracking/. The Contractor shall also provide the Engineer an affidavit attesting the accuracy of the information submitted in the Payment Tracking System. This too shall be submitted for any given month by the end of the following month.

(C) Paper Bids Reporting:

The Contractor shall report the accounting of payments on the Department's DBE Subcontractor Payment Information Form DBE-IS, which is available at: http://www.ncdot.org/doh/forms/files/DBE-IS.xls.

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

Prior to payment of the final estimate, the Contractor shall furnish an accounting of total payment to each DBE. A responsible fiscal officer of the payee contractor, subcontractor, or second tier subcontractor who can attest to the date and amounts of the payments shall certify that the accounting is correct.

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

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

Failure on the part of any subcontractor to submit the required information in the time frame specified may result in the disqualification of that contractor and any affiliate companies from working on any DOT project until the required information is submitted.

Failure to Meet Contract Requirements

Failure to meet contract requirements in accordance with Article 102-16(J) of the *Standard Specifications* may be cause to disqualify the Contractor.

PROGRESS SCHEDULE:
(12-18-07) SP1 G70

Revise the *2006 Specifications* as follows:

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

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

The proposed progress schedule shall be submitted no later than 7 days prior to the date of the project preconstruction conference and shall be approved before any payments will be processed for the project.

When the Engineer has extended the completion date or if the project overrun is anticipated to exceed 5%, the Contractor may submit a revised progress schedule to the Engineer for review and approval. If plan revisions are anticipated to change the sequence of operations in such a manner as will effect the progress but not the completion date, then the Contractor may submit a revised progress schedule for review and approval but the completion date shall remain unchanged.

The proposed progress schedule shall contain the following items:

(A) A time scale diagram with major work activities and milestone dates clearly labeled.
(B) A cash curve corresponding to the milestones and work activities established above.

(C) A written narrative that explains the sequence of work, the controlling operation(s), intermediate completion dates, milestones, project phasing, anticipated work schedule, and estimated resources. In addition, explain how permit requirements, submittal tracking, and coordination with subcontractors, utility companies and other entities will be performed.

Major work activities are defined as components comprising more than 5% of the total project cost or occupying more than 10% of total contract time and shall include, if applicable, the following:

Clearing and grubbing
Grading
Drainage
Soil stabilization
Aggregate base course
Pavement
Culverts
Bridges (including removal)
Signals, ITS, and lighting
Overhead signs

Major Milestones are derived from the project construction phasing and shall include, if applicable, the following:

Start of construction
Intermediate completion dates or times
Seasonal limitation/observation periods/moratoriums
Traffic shifts
Beginning and end of each traffic control phase or work area
Road openings
Completion date

CERTIFICATION FOR FEDERAL-AID CONTRACTS:
(3-21-90) SP1 G85

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

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

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

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

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

CONTRACTOR'S LICENSE REQUIREMENTS:

(7-1-95) SP1 G88

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).

SUBMISSION OF BIDS - ALTERNATES:

(9-18-07) SP1 G91

The *2006 Standard Specifications* are revised as follows:

Page 1-17, Article 102-8 Preparation and Submission of Bids, at the end of the third paragraph add the following:

When Bidders submit prices on more than one alternate the lower cost of the correctly completed alternate is the accepted bid and will be used to determine the total amount bid.

Page 1-26, Article 103-2(A)(4) Discrepancy in the Unit Bid Price and the Amount Bid, add the following after the second paragraph:

When Bidders submit prices on more than one alternate the lower cost of the correctly completed alternate is the accepted bid and will be used to determine the total amount bid.

U.S. DEPARTMENT OF TRANSPORTATION HOTLINE:

(11-22-94) SP1 G100

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

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

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

SUBSURFACE INFORMATION:

(7-1-95) SP1 G115

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

MAINTENANCE OF THE PROJECT:

(11-20-07) SP1G125

Revise the *2006 Standard Specifications* as follows:

Page 1-40, Article 104-10 Maintenance of the Project is amended as follows:

Add the following after the first sentence of the first paragraph.

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

Add the following as the last sentence of the first paragraph:

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

Page 1-41, Article 104-10 Maintenance of the Project is amended to replace the last sentence of the second paragraph with the following:

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

considered to be an incidental part of the work being paid for by the various contract items.

TWELVE MONTH GUARANTEE:
(7-15-03) SP1 G145

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

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

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

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

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

OUTSOURCING OUTSIDE THE USA:
(9-21-04) (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.

ACT OF GOD:
(12-19-06) SP1 G151

Revise the *2006 Standard Specifications* as follows:

Page 1-69, 107-18 Contractor's Responsibility for Work, in the first paragraph, last sentence, replace the word *legally* with the word ***contractually***.

EROSION & SEDIMENT CONTROL/STORMWATER CERTIFICATION:
1-16-07 (Rev 1-15-08) 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 Pollutant 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 & Sediment Control Stormwater Supervisor to manage the Contractor and subcontractor(s) operations, insure compliance with Federal, State and Local ordinances and regulations, and to 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 & Sediment Control Stormwater Supervisor* - The Certified Supervisor shall be responsible for ensuring erosion and sediment/stormwater control is adequately implemented and maintained on the project and conducting the quality control program. The Certified Supervisor shall be on the project within 24 hours from initial exposure of an erodible surface to the project's final acceptance when questions or concerns arise with Erosion and Sedimentation Control/Stormwater issues. Perform the following duties:

(1) Manage Operations - Coordinate and schedule the work of subcontractors so that erosion and sediment/stormwater control 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/stormwater control preventive measures are conformed to at each stage of the work.
(b) Prepare the required weekly erosion control punchlist 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/stormwater control site plans requested.
(e) Provide for erosion and sediment/stormwater control methods 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/stormwater control work in a timely and workmanlike manner.
(h) Fully install erosion and sediment/stormwater control work prior to suspension of the work.
(i) Coordinate with Department, Federal, State and Local Regulatory agencies on resolution of erosion and sediment/stormwater control issues due to the Contractor's operations.
(j) Ensure that proper cleanup occurs from vehicle tracking on paved surfaces and/or any location where sediment leaves the Right-of-Way.
(k) Have available a set of erosion control plans that has been properly updated to reflect necessary plan and field changes for use and review by Department personnel as well as regulatory agencies.

(2) Requirements set forth under the NPDES Permit - The Department's NPDES permit outlines certain objectives and management measures pertaining to 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 E&SC Program. 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. construction materials, concrete washout, chemicals, litter, fuels, lubricants, coolants, hydraulic fluids, any other petroleum products, and sanitary waste).

(b) Inspect E&SC/Stormwater devices at least once every 7 calendar days, twice weekly for 303(d) impaired streams, and within 24 hours after a significant rainfall event of 0.5 inches within 24 hours.
(c) Maintain an onsite rain gauge and a record of rainfall amounts and dates.
(d) Maintain E&SC/Stormwater inspection records for review by Department and Regulatory personnel upon request.
(e) Implement approved reclamation plans on all borrow pits and waste sites.
(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 E&SC/Stormwater awareness, the NPDES Permit requirements, and the requirements of the *General Permit, NCG010000.*
(i) Report violations of the NPDES permit to the Engineer who will notify the DWQ Regional Office within 24 hours.

(3) Quality Control Program - Maintain a quality control program to control erosion, prevent sedimentation and follow provisions 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/or subcontractor(s) on site have the proper erosion and sediment/stormwater control certification.
(c) Notify the Engineer when the required certified erosion and sediment/stormwater control 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) Maintain temporary erosion and sediment control devices.
(h) Remove temporary erosion or sediment control devices when they are no longer necessary as agreed upon by the Engineer.
(i) 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 or sediment/stormwater control 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 *Certified Installer* is not onsite, the Contractor may substitute a Level I Installer with a Level II Foreman, 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 & 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 a *Continuing Immediate Corrective Action (Continuing ICA), Notice of Violation,* or *Cease and Desist Order* for erosion and sediment control/stormwater related issues.

Should any of the following circumstances occur, the Chief Engineer may suspend or permanently revoke such certification.

(A) Failure to adequately perform the duties as defined within the certification program
(B) Issuance of a continuing 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 within another state

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

A registrant 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 registrant 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 registrant.

If a certification is temporarily suspended, the registrant 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 & Sediment Control Stormwater Supervisor, Certified Foremen, Certified Installers and *Certified Designer* will be incidental to the project for which no direct compensation will be made.

PROCEDURE FOR MONITORING BORROW PIT DISCHARGE:

2-20-07 SP1 G181

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

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

(A) Either cease discharge or modify the discharge volume or turbidity levels to bring the downstream turbidity levels into compliance, or

(B) Evaluate the upstream conditions to determine if the exceedance of the standard is due to natural background conditions. If the background turbidity measurements exceed the standard, operation of the pit and discharge can continue as long as the stream turbidity levels are not increased due to the discharge.

(C) Measure and record the turbidity test results (time, date and sampler) at all defined sampling locations 30 minutes after startup and at a minimum, one additional sampling of all sampling locations during that 24-hour period in which the borrow pit is discharging.

(D) Notify DWQ within 24 hours of any stream turbidity standard exceedances that are not brought into compliance.

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

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

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

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

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

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