

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

PROPOSAL

DATE AND TIME OF BID OPENING: **JULY 17, 2007 AT 2:00 PM**

CONTRACT ID C201797

WBS 1SP.10481.3, 39393, 41479, 41481, 41484.3.1, 41485.3.1, 41486.3.1

FEDERAL-AID NO. STATE FUNDED

COUNTY HYDE

T.I.P. NO. B-5015, B-5016, B-5017

MILES 0.611

ROUTE NO. NC 12

LOCATION BRIDGES NO. 10, 24, 31, 39, 42, 46 & 49 ON NC-12.

TYPE OF WORK GRADING, DRAINAGE, PAVING, GUARDRAIL & STRUCTURES.

**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 SPECIALITY 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 ROADWAY & STRUCTURE PROPOSAL**

**5% BID BOND OR BID DEPOSIT REQUIRED**

**PROPOSAL FOR THE CONSTRUCTION OF**

**CONTRACT No. C201797**

**IN HYDE 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. **C201797** 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. **C201797** in **Hyde 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.

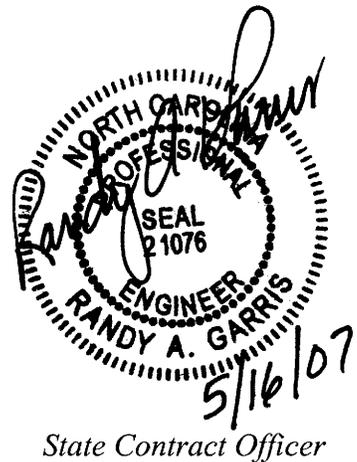
The published volume entitled *North Carolina Department of Transportation, Raleigh, Standard Specifications for Roads and Structures, July 2006* with all amendments and supplements thereto, is by reference incorporated into and made a part of this contract; that, except as herein modified, all the construction 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.



A circular professional engineer seal for Randy A. Garris. The seal contains the text "NORTH CAROLINA PROFESSIONAL ENGINEER SEAL 21076 RANDY A. GARRIS". A handwritten signature is written over the seal, and the date "5/16/07" is written below it. Below the seal, the text "State Contract Officer" is printed.

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**PROJECT SPECIAL PROVISIONS****GENERAL****CONTRACT TIME AND LIQUIDATED DAMAGES:**

(7-20-99) (Rev.7-18-06)

SP1 G04 Rev

The date of availability for this contract is **November 2, 2007**, except that the Contractor shall not perform any work at the project site other than Mobilization and stockpiling of materials prior to **January 2, 2008**. Also, work in jurisdictional waters and wetlands shall not begin until a meeting between the DOT, Regulatory Agencies, and the Contractor is held as stipulated in the permits contained elsewhere in this proposal. This delay in availability has been considered in determining the contract time for this project.

The completion date for this contract is **May 15, 2008**.

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

The liquidated damages for this contract are **One Thousand Dollars (\$1,000.00)** per calendar day.

**INTERMEDIATE CONTRACT TIME NUMBER 1, INCENTIVE/DISINCENTIVE AND BONUS CLAUSE:**

The Contractor shall complete all work on this project, except for guardrail and paving, and shall place and maintain traffic on same.

The date of availability for this intermediate contract time is **November 2, 2007**, except that the Contractor shall not perform any work at the project site other than Mobilization and stockpiling of materials prior to **January 2, 2008**.

The completion date for this intermediate contract time is **March 15, 2008**.

It is mutually agreed that time is of the essence in completing Intermediate Contract Time No. 1 and opening same to traffic. It is further mutually agreed a delay in completing this work will result in damage due to increased engineering and inspection costs to the Department, great hardship to the general public, public inconvenience, obstruction of traffic, interference with business and increased cost of maintaining traffic.

By reason of the necessity of expeditious completion of the work included in Intermediate Contract Time No. 1 and placing and maintaining traffic on same, it is mutually agreed the Contractor shall receive an incentive payment of **Ten Thousand Dollars (\$10,000.00)** per calendar day for each day prior to **March 15, 2008** that this work is completed. Incentive payment shall be limited to a maximum of **One Hundred Thousand Dollars (\$100,000.00)**. No incentive payment shall be allowed for any calendar day after **March 15, 2008** that this work remains incomplete. This date shall be utilized in determining incentive payments and it shall not be revised for any reason whatsoever. Incentive payment determined to be due the Contractor, shall be paid by the Department within **forty-five (45)** calendar days after completion of all the work included in this Intermediate Contract Time. No incentive payment shall be allowed if the contract is terminated under the provisions of Article 108.13.

Disincentive of **Ten Thousand Dollars (\$10,000.00)** per calendar day shall be assessed the Contractor for each day beyond **March 15, 2008** that the work is not completed.

The Department desires that Intermediate Contract Time Number 1 be completed by **March 15, 2008**, and that the Contractor pursue the work with such labor, equipment and materials as necessary to ensure that the intermediate date will be met without regard to time extensions and time reliefs provided for in the specifications. Therefore, as full compensation for all extra costs involved, the Department agrees to pay as a bonus, in addition to the aforementioned daily incentive payments for early completion, the sum of **Two Hundred Fifty Thousand Dollars (\$250,000.00)** to the Contractor for satisfactorily completing this Intermediate Contract work on or prior to **March 15, 2008**. Should the Contractor fail to complete this Intermediate Contract work by this date, no bonus will be allowed.

**INTERMEDIATE CONTRACT TIME NUMBER 2 AND LIQUIDATED DAMAGES**

(9-19-06)

SP1 G14 A

The Contractor shall complete the required work of installing, maintaining, and removing the traffic control devices for lane closures and restoring traffic to a **two-lane, two-way** traffic pattern. Prior to NC 12 being closed for construction of the bridges, and after the road has been re-opened after bridge construction, the Contractor shall not close or narrow a lane of traffic on **NC 12** during the following time restrictions:

**DAY AND TIME RESTRICTIONS**

Friday 12:00 P.M. (noon) to Monday 7:00 A.M.

**In addition, the Contractor shall not close or narrow a lane of traffic on NC 12, detain and/or alter the traffic during the following holiday weekend or any other time when traffic is unusually heavy.**

**HOLIDAY AND HOLIDAY WEEKEND LANE CLOSURE RESTRICTIONS**

1. For **Easter**, between the hours of 7:00 a.m. Thursday and 12:00 p.m. Monday.

Holidays and holiday weekends shall include Easter. The Contractor shall schedule his work so that lane closures are not required during these periods, unless otherwise directed by the Engineer.

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

The completion time for this intermediate contract work shall be the time the Contractor is required to complete the removal of all traffic control devices for lane closures according to the time restrictions stated above and place traffic in a **two-lane, two-way** pattern.

The liquidated damages are **Five-Hundred Dollars (\$ 500.00)** per hour.

**SUBLETTING OF CONTRACT:**

5-1-07

SPI

Revise the *2006 Standard Specifications* as follows:

**Page 1-74, Article 108-6 Subletting of Contract**

First paragraph, replace the last sentence with the following:

In case such consent is given, the Contractor will be permitted to sublet a portion thereof, but shall perform with his own organization, work amounting to not less than **30 percent** of the total original contract amount, except:

Second paragraph, replace with the following:

In any event, the Contractor shall perform with his own organization work amounting to not less than **25 percent** of the difference between the total amount bid and the value of specialty items that have been sublet.

**WORKING DRAWINGS:**

6-19-07

SPI

Revise the *2006 Standard Specifications* as follows:

Page 1-47, Subarticle 105-2, third paragraph, first sentence, replace 40 with *10*.

**MANDATORY PRE-BID CONFERENCE (Prequalifying To Bid):**

(7-1-95)

SPI G16

In order for all prospective bidders to have an extensive knowledge of the project, all prospective bidders shall attend a mandatory pre-bid conference at the Chief Engineer's Conference Room, Central Bridge Maintenance Unit, 4809 Beryl Drive, Raleigh NC on **Monday, June 25<sup>th</sup> 2007 at 10:00 a.m.** (919) 733-4362.

The pre-bid conference will include a thorough discussion of the plans, contract pay items, special provisions, etc.

Only bidders who have attended and properly registered at the above scheduled pre-bid conference will be considered prequalified to bid on this project. A bid received from a bidder who has not attended and properly registered at the above scheduled pre-bid conference will not be considered for award.

Attendance at the pre-bid conference will not meet the requirements of proper registration unless the individual attending has registered at the pre-bid conference in accordance with the following:

- (A) The individual has signed his name on the official roster no later than thirty (30) minutes after the beginning of the conference.
- (B) The individual has written in the name and address of the company he or she represents.
- (C) Only one company has been shown as being represented by the individual attending.
- (D) The individual attending is an officer or permanent employee of the company they are representing.

Attendance at any prior pre-bid conference will not meet the requirement of this provision.

### **STAGING AREAS**

(4-14-07)

The Department of Transportation has coordinated with the National Park Service in order to designate three (3) predetermined sites that may be used by the Contractor as staging areas. The three staging areas have been designated as staging areas "A", "B", and "C". The three sites are shown on Plan Sheet No. 2A. This plan sheet shows the location of each site and gives the approximate acreage available at each site.

Staging Area "A" is located at the National Park Service's campground. This staging area is directly adjacent to the National Park Service's existing beach access. The Contractor will not be allowed to block this access as it will be the southern access to the detour along the beach.

Staging Area "B" is located at the National Park Service's pony pens. This site is also directly adjacent to the new, temporary beach access that will be utilized for this project, therefore the Contractor will not be allowed to block this access point.

Staging Area "C" is located at the ferry dredge site. This location is directly adjacent to the ferry dock. This site is accessible by barge. The Contractor may barge in materials to this site if so desired.

These predetermined staging areas are available to the Contractor free of charge. The Contractor is required to return these sites to their original condition upon completion of this

project. Any work performed by the Contractor to return these sites to their original condition shall be done so at no expense to the Department or the National Park Service. Staging Areas "A" and "B" contain paved parking lots. Any damage to these paved parking lots shall be repaired by the Contractor at no expense to the Department or the National Park Service.

**Staging Areas "A", "B", and "C" will be available for the Contractor to use after November 1, 2007.** After this date the Contractor can begin operations in these areas. The staging areas will be available for use by the Contractor during the entire duration of this contract.

Once the road closure is underway the Contractor may use the roadway surface and shoulders to stage and stockpile material as needed. The Contractor will not be allowed to pre-stage material along the roadway prior to the road closure without written consent of the Engineer.

The Contractor shall be responsible for ensuring that the requirements of Item #30 in the National Park Service's Special Use Permit concerning safety fences and signs are adhered to. The Contractor shall install all safety fences and required signs as needed to properly designate the staging areas. The materials and work associated with meeting this permit condition shall be incidental to the total cost of the project.

**BARGE ACCESS:**

(4-14-07)

The Contractor will be allowed to utilize the barge docking area located at the island's northern ferry dock facility. This site has been used during past ferry rehabilitation projects to deliver materials to the island. This docking facility is directly adjacent to staging area "C" and the northern ferry ramps. If the Contractor uses this barge access the Contractor shall be responsible for removing the existing chain link fence, storing the fence during the project duration, and for re-installing the fence once the project is complete. The Contractor shall be responsible for restoring this site to original condition at no expense to the Department.

This docking facility belongs to the North Carolina Department of Transportation's Ferry Division. The Contractor shall notify the Engineer in writing two weeks in advance of utilizing this site so that the Engineer can coordinate with the Ferry Division. Any barge traffic must be coordinated with the Ferry Division so there is no conflict with ferry traffic.

**MOBILIZATION:**

6-19-07

SPI

Revise the 2006 Standard Specifications as follows:

Page 8-1, Section 800, delete Mobilization and replace with the following:

**800-1 Description**

This work consists of preparatory work and operations to mobilize personnel, materials and equipment to the project site.

**800-2 Measurement and Payment**

*Mobilization* will be paid for as contract lump sum price.

Partial payments for mobilization will be made at the rate of 50% of the lump sum price on each of two partial pay estimates, provided the amount bid for mobilization does not exceed

10 percent of the total amount bid for the contract. Where the amount bid for the item of mobilization exceeds 10 percent of the total amount bid for the contract, 5 percent of the total amount bid will be paid on each of the two partial pay estimates as listed below, and that portion exceeding 10 percent will be paid on the last partial pay estimate. The first partial payment for mobilization will be made after the first material delivery has been made to the project, but will not be made prior to **November 1, 2007**. The second partial payment will not be made until after the Contractor has closed the road and begun work on the project.

Such price and payment includes but is not limited to the movement of personnel, equipment, supplies, and incidentals to the project site, for the establishment of offices, buildings, and other facilities necessary for work on the project; the removal and disbandment of those personnel, equipment, supplies, incidentals, or other facilities that were established for the prosecution of work on the project; and for all other work and operations that shall be performed for costs incurred prior to beginning work on the various items on the project site.

Payment will be made under:

<b>Pay Item</b>	<b>Pay Unit</b>
Mobilization	Lump Sum

**NO MAJOR CONTRACT ITEMS:**

(2-19-02) SP1 G31

None of the items included in this contract will be major items in accordance with Articles 101 and 104-5 of the *2006 Standard Specifications*.

**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
19-21	Guardrail
24-25	Erosion Control

**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)	100% 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.

**MINORITY AND WOMEN BUSINESSES:**

(7-20-04)

SP1 G70

**Policy**

It is the policy of the North Carolina Department of Transportation that Minority and Women Businesses shall have the maximum opportunity to participate in the performance of contracts financed by Non-Federal funds.

The Contractor is also encouraged to give every opportunity to allow MB/WB participation in Supplemental Agreements.

**Obligation**

The contractor and any subsequent subcontractor shall ensure that Minority and Women Businesses have the maximum opportunity to participate in the performance of the work included in this contract. The contractor shall take all necessary and reasonable steps to ensure that minority and women businesses have the maximum opportunity to compete for and perform a portion of the work included in this contract. Failure on the part of the contractor to carry out the requirements set forth herein shall constitute a breach of contract and after proper notification, may result in award disqualification, termination of the contract, disqualification from bidding, or other appropriate remedy.

**Goals**

Due to the nature of work in this contract, specific goals for participation by minority and women businesses are not established.

**Reporting Minority Business Enterprise or Women Business Enterprise Participation**

When payments are made to Minority Business Enterprise firms or Women Business Enterprise firms, including material suppliers, contractors at all levels (prime, subcontractor, or second tier subcontractor) shall provide the Engineer with an accounting of said payments. This accounting shall be furnished the Engineer for any given month by the end of the following month. Failure to submit this information accordingly may result in (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. The accounting shall list for each payment made to a MB/WB Enterprise firm the following:

- DOT Project Number
- Payee Contractor Name
- Receiving Contractor or Material Supplier

MB/WB Certification Basis, e.g., Woman Owned, Native American, African American, etc.  
Amount of Payment  
Date of Payment

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. A copy of an acceptable report may be obtained from the Engineer.

**SUBSURFACE INFORMATION:**

(7-1-95)

SP1 G118

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

**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)

SP 1 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

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.

## 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 at

the project site. Make NPDES inspection 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, 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.

### **Preconstruction Meeting**

Furnish the names of the *Certified Erosion & Sediment Control Stormwater Supervisor, Certified Foremen, and Certified Installer* 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, and Certified Installers 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* is incidental to the project for which no direct compensation will be made.

*Certified Foremen* are incidental to the project for which no direct compensation will be made.

*Certified Installers* are 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.

**CONSTRUCTION STAKES, LINES AND GRADE:**

Only the construction centerline, control points with a reference station and benchmark location shall be furnished by the Department on an initial one time basis. All other engineering, surveying, layout and measurements shall be the responsibility of the Contractor and shall be in accordance with Section 801 of the *2006 Standard Specifications* except that no separate measurement or payment will be made. All costs associated with performing this work will be incidental to the various items in the contract.

**WETLAND BUFFER FENCING:**

The outside buffer, wetland or water boundary located within the construction corridor shall be clearly marked by highly visible fencing prior to any land disturbing activities. Construction shall not exceed these areas. No separate payment will be made for highly visible fencing as all costs associated with this work will be incidental to the various items in the contract.

**UTILITY CONFLICTS:**

The Department will be responsible for the adjustment of any utility at the bridge site prior to the date of availability.