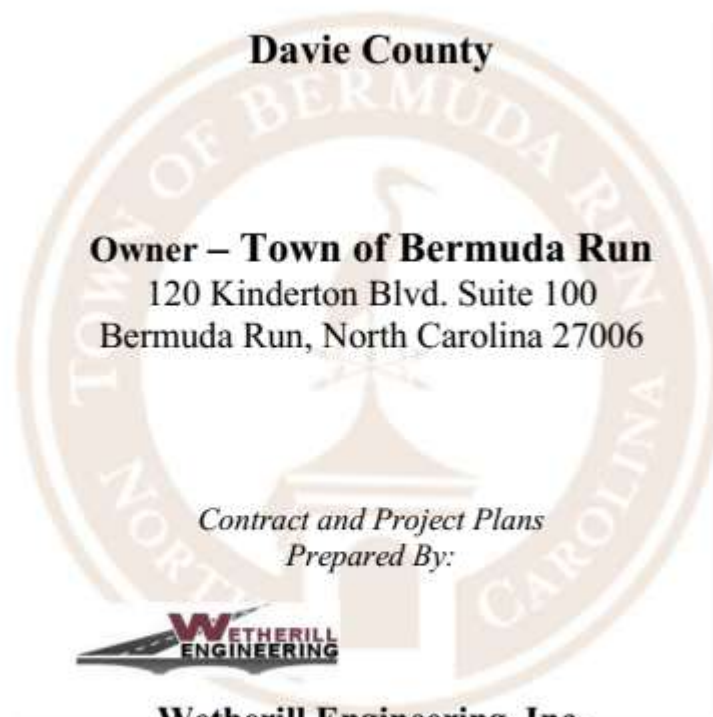


Project Contract

for

**Bermuda Run
Riverbend Drive Sidewalk
Phase 1 & 2**



Wetherill Engineering, Inc.
1223 Jones Franklin Rd.
Raleigh, North Carolina 27606
NC License: F-0377



7/20/2026

BR2026SW

C-2

Davie County

Town of Bermuda Run
PROPOSAL

DATE AND TIME OF BID
OPENING: AUGUST 11, 2026, AT 2:00 PM

CONTRACT ID: BR2026SW

ROUTE: RIVERBEND DRIVE

LOCATION: RIVERBEND DRIVE SIDEWALK PLAN – PHASE 1 & 2

COUNTY: DAVIE

TYPE OF WORK: GRADING, DRAINAGE, & SIDEWALK

NOTICE:

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

BID BOND IS REQUIRED

NAME OF BIDDER: _____

ADDRESS OF BIDDER: _____

**PROPOSAL FOR THE CONSTRUCTION OF
CONTRACT No. BR2026SW IN DAVIE COUNTY, NORTH CAROLINA
TOWN OF BERMUDA RUN**

The Bidder has carefully examined the location of the proposed work to be known as Contract No. **BR2026SW**. 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 Town of Bermuda Run (Town) 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 *2024 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 Contract No. **BR2026SW** in **Davie 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 Town, which proposal, plans, and specifications show the details covering this project, and hereby become a part of this contract.

The published volume entitled *North Carolina Department of Transportation, Raleigh, Standard Specifications for Roads and Structures, January 2024* 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 Mayor or such other person as may be designated by the Mayor to sign for the Town. The conditions and provisions herein cannot be changed except over the signature of the said Mayor or designated person.

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 Town may increase or decrease the quantity of any item or portion of the work as may be deemed necessary or expedient.

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

Accompanying this bid is a bid bond secured by a corporate surety, or certified check payable to the order of the Town of Bermuda Run, 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 Town, 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.

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INSTRUCTIONS TO BIDDERS

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

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

TRADITIONAL PAPER BID:

1. **Return the entire proposal with your bid.**
2. All entries on the itemized proposal sheet (bid form) shall be written in ink or typed.
3. The Bidder shall submit a unit price for every item on the itemized proposal sheet. The unit prices for the various contract items shall be written in figures. Unit prices shall be rounded off by the Bidder to contain no more than FOUR decimal places.
4. An amount bid shall be entered on the itemized proposal sheet for every item. The amount bid for each item shall be determined by multiplying each unit bid by the quantity for that item and shall be written in figures in the "Bid Amount" column of the form.
5. The total amount bid shall be written in figures in the proper place on the bid form. The total amount bid shall be determined by adding the amounts bid for each item.
6. Changes to any entry shall be made by marking through the entry in ink and making the correct entry adjacent thereto in ink. A representative of the Bidder shall initial the change in ink. Do not use correction fluid, correction tape or similar product to make corrections.
7. The bid shall be properly executed on the included
8. The bid shall not contain any unauthorized additions, deletions, or conditional bids.
9. The Bidder shall not add any provision reserving the right to accept or reject an award, or to enter into a contract pursuant to an award.
10. **THE PROPOSAL WITH THE ITEMIZED PROPOSAL SHEET ATTACHED SHALL BE PLACED IN A SEALED ENVELOPE AND SHALL BE DELIVERED TO AND RECEIVED IN THE TOWN OF BERMUDA RUN, LOCATED AT 120 KINDERTON BLVD. SUITE #100, BERMUDA RUN, NC 27006 BY 2:00 PM ON AUGUST 11, 2026.**

11. **Display the following statement on the front of the sealed envelope:**

**QUOTATION FOR – BERMUDA RUN RIVERBEND DRIVE SIDEWALK PHASE 1 & 2
TOWN OF BERMUDA RUN TO BE OPENED AT 2:00 PM ON August 11, 2026.**

12. *Questions should be emailed 7 calendar days prior to the bid opening to Farrell Nicholson, PE - fnicholson@wetherilleng.com. Contact with any other TOWN OF BERMUDA RUN personnel concerning this project is strictly prohibited, unless otherwise noted, and may result in bids being considered non-responsive.*

INSTRUCTIONS TO BIDDERS

(Continued)

The Bidder has carefully examined the location of the proposed work to be known as Contract No. **BR2026SW** 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 be bound upon his execution of the bid and subsequent award to him by the Town of Bermuda Run 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 NCDOT 2024 Standard Specifications for Roads and Structures* by the date(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 Contract No. **BR2026SW** in Davie 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 Town, which proposal, plans, and specifications show the details covering this project, and hereby become a part of this contract.

The published volume entitled *North Carolina Department of Transportation, Raleigh, Standard Specifications for Roads and Structures, January 2024* 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 Mayor of Bermuda Run or such other person as may be designated by the Mayor to sign for the Town of Bermuda Run. The conditions and provisions herein cannot be changed except over the signature of the said Mayor, designated Town Representative, or Engineer.

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

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

Accompanying this bid is a bid bond secured by a corporate surety, or certified check payable to the order of the Town of Bermuda Run, 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 Town of Bermuda Run, under the condition of this proposal, within 14 calendar days after the written notice of award is received, as provided in the Standard Specifications; otherwise said deposit will be returned to the Bidder.

BR2026SW

G-1

Davie County

PROJECT SPECIAL PROVISIONS

GENERAL

BOND REQUIREMENTS:

(6-1-16)(Rev.1-16-24)

102-8, 102-10

SPD 01-420A

A Bid Bond is required in accordance with Article 102-10 of the *Standard Specifications for Roads and Structures*.

Contract Payment and Performance Bonds are required in accordance with Article 103-7 of the *Standard Specifications*.

HAUL ROADS:

(7-16-24)

105

SP1 G04

Revise the *Standard Specifications* as follows:

Page 1-45, Article 105-15 RESTRICTION OF LOAD LIMITS, line 31, add the following after second sentence of the second paragraph:

At least 30 days prior to use, the Contractor shall notify the Engineer of any public road proposed for use as a haul road for the project.

BR2026SW

G-2

Davie County

CONTRACT TIME AND LIQUIDATED DAMAGES:

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

SP1 G10 A

The date of availability for this contract is **PHASE 1: Upon issuance of a Purchase Order**
PHASE 2: October 1, 2026

The completion date for this contract for Phase 1 & 2 is **October 30, 2027.**

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.

INTERMEDIATE CONTRACT TIME NUMBER 1 AND LIQUIDATED DAMAGES:

(7-1-95) (Rev. 2-21-12)

108

SP1 G13 A

Except for that work required under the Project Special Provisions entitled *Planting, Reforestation* and/or *Permanent Vegetation Establishment*, 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 **Upon issuance of a Purchase Order.**

The completion date for this intermediate contract time is **October 30, 2027.**

The liquidated damages for this intermediate contract time are **Six Hundred Dollars (\$600.00)** 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 Town will assume responsibility for the maintenance of all work except *Planting, Reforestation* and/or *Permanent Vegetation Establishment*. 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.

INTERMEDIATE CONTRACT TIME NUMBER 2 AND LIQUIDATED DAMAGES:

(2-20-07)

108

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 the existing traffic pattern, the Contractor shall not close or narrow a lane of traffic on **ALL ROADS** during the following time restrictions:

DAY AND TIME RESTRICTIONS
SUNDAY THRU SATURDAY 7:00 PM – 6:00 AM

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

HOLIDAY AND HOLIDAY WEEKEND LANE CLOSURE RESTRICTIONS

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

If **Independence Day** is on a Friday, Saturday, Sunday or Monday, then between the hours of **6:00 AM** the Thursday before Independence Day and **7:00 PM** the Tuesday after Independence Day.
6. For **Labor Day**, between the hours of **6:00 AM** Friday and **7:00 PM** Tuesday.
7. For **Thanksgiving Day**, between the hours of **6:00 AM** Tuesday and **7:00 PM** Monday.
8. For **Christmas**, between the hours of **6:00 AM** the Friday before the week of Christmas Day and **7:00 PM** the following Tuesday after the week of Christmas Day.

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

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

The liquidated damages are **Two Hundred and Fifty Dollars (\$250.00)** per hour.

PERMANENT VEGETATION ESTABLISHMENT:

(2-16-12) (Rev. 1-16-24)

104

SP1 G16

Establish a permanent stand of the vegetation mixture shown in the contract. During the period between initial vegetation planting and final project acceptance, perform all work necessary to establish permanent vegetation on all erodible areas within the project limits, as well as, in borrow and waste pits. This work shall include erosion control device maintenance and installation, repair seeding and mulching, supplemental seeding and mulching, mowing, and fertilizer topdressing, as directed. All work shall be performed in accordance with the applicable section of the *Standard Specifications*. All work required for initial vegetation planting shall be performed as a part of the work necessary for the completion and acceptance of the Intermediate Contract Time (ICT). Between the time of ICT and Final Project acceptance, or otherwise referred to as the vegetation establishment period.

Once the Engineer has determined that the permanent vegetation establishment requirement has been achieved at an 80% vegetation density (the amount of established vegetation per given area to stabilize the soil) and no erodible areas exist within the project limits, the Contractor will be notified to remove the remaining erosion control devices that are no longer needed. The Contractor will be responsible for, and shall correct any areas disturbed by operations performed in permanent vegetation establishment and the removal of temporary erosion control measures, whether occurring prior to or after placing traffic on the project.

Payment for *Response for Erosion Control, Seeding and Mulching, Repair Seeding, Supplemental Seeding, Mowing, Fertilizer Topdressing, Silt Excavation, and Stone for Erosion Control* will be made at contract unit prices for the affected items. Work required that is not represented by contract line items will be paid in accordance with Articles 104-7 or 104-3 of the *Standard Specifications*. No additional compensation will be made for maintenance and removal of temporary erosion control items.

BR2026SW

G-5

Davie County

SITE INVESTIGATION AND REPRESENTATION:

(3-3-2014)

102-6

SPD 01-280

By signing the proposal documents, the Contractor acknowledges that:

- (A) He understands the nature of the work and general and local conditions, particularly those bearing on transportation;
- (B) He is familiar with the availability and cost of labor and materials;
- (C) He will to adhere to State regulations for safety and security of property, roads, and facilities;
- (D) He is able to prosecute the work in accordance with all applicable local, state and federal rules and regulations, and;
- (E) He has thoroughly investigated the project site(s).

Any failure on the part of the Contractor to acquaint himself with all available information shall not relieve him from the responsibility any aspect of the contracting process. No adjustment in contract time or contract prices will be made due to the Contractor's negligence in familiarizing himself with the contract or project site(s).

NO MAJOR CONTRACT ITEMS:

(2-19-02) (Rev. 8-21-07)

104

SP1 G31

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

NO MAJOR CONTRACT ITEMS**NO SPECIALTY ITEMS:**

(7-1-95)(Rev. 1-16-24)

108-6

SP1 G34

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

NO SPECIALTY CONTRACT ITEMS

FUEL PRICE ADJUSTMENT:

(11-15-05)(Rev. 1-16-24)

109-8

SP1 G43

Page 1-82, Article 109-8, FUEL PRICE ADJUSTMENTS, add the following:

The base index price for DIESEL #2 FUEL is \$ **2.3274** per gallon. Where any of the following are included as pay items in the contract, they will be eligible for fuel price adjustment.

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

Description	Units	Fuel Usage Factor Diesel
Unclassified Excavation	Gal/CY	0.29
Borrow Excavation	Gal/CY	0.29
Class IV Subgrade Stabilization	Gal/Ton	0.55
Aggregate Base Course	Gal/Ton	0.55
Sub-Ballast	Gal/Ton	0.55
Erosion Control Stone	Gal/Ton	0.55
Rip Rap, Class _____	Gal/Ton	0.55
Asphalt Concrete Base Course, Type _____	Gal/Ton	0.90 or 2.90
Asphalt Concrete Intermediate Course, Type _____	Gal/Ton	0.90 or 2.90
Asphalt Concrete Surface Course, Type _____	Gal/Ton	0.90 or 2.90
Open-Graded Asphalt Friction Course	Gal/Ton	0.90 or 2.90
Permeable Asphalt Drainage Course, Type _____	Gal/Ton	0.90 or 2.90
Sand Asphalt Surface Course, Type _____	Gal/Ton	0.90 or 2.90
Ultra-thin Bonded Wearing Course	Gal/Ton	0.90 or 2.90
Aggregate for Cement Treated Base Course	Gal/Ton	0.55
Portland Cement for Cement Treated Base Course	Gal/Ton	0.55
> 11" Portland Cement Concrete Pavement	Gal/SY	0.327
Concrete Shoulders Adjacent to > 11" Pavement	Gal/SY	0.327
9" to 11" Portland Cement Concrete Pavement	Gal/SY	0.272
Concrete Shoulders Adjacent to 9" to 11" Pavement	Gal/SY	0.272
< 9" Portland Cement Concrete Pavement	Gal/SY	0.245
Concrete Shoulders Adjacent to < 9" Pavement	Gal/SY	0.245

For the asphalt items noted in the chart as eligible for fuel adjustments, the bidder may include the *Fuel Usage Factor Adjustment Form* with their bid submission if they elect to use the fuel usage factor. The *Fuel Usage Factor Adjustment Form* is found at the following link:

<https://connect.ncdot.gov/letting/LetCentral/Fuel%20Usage%20Factor%20Adjustment%20Form%20-%20%20Starting%20Nov%202022%20Lettings.pdf>

Select either 2.90 Gal/Ton fuel factor or 0.90 Gal/Ton fuel factor for each asphalt line item on the *Fuel Usage Factor Adjustment Form*. The selected fuel factor for each asphalt item will remain in effect for the duration of the contract.

Failure to complete the *Fuel Usage Factor Adjustment Form* will result in using 2.90 gallons per ton as the Fuel Usage Factor for Diesel for the asphalt items noted above. The contractor will not be permitted to change the Fuel Usage Factor after the bids are submitted.

The Contractor shall also furnish his own progress schedule in accordance with Article 108-2 of the *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.

EROSION AND SEDIMENT CONTROL/STORMWATER CERTIFICATION:

(1-16-07) (Rev. 10-15-24)

105-16, 225-2, 16

SP1 G180

General

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

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

- (A) *Certified Supervisor* - Provide a certified Erosion and Sediment Control/Stormwater Supervisor to manage the Contractor and subcontractor operations, insure compliance with Federal, State and Local ordinances and regulations, and manage the Quality Control Program.
- (B) *Certified Foreman* - Provide a certified, trained foreman for each construction operation that increases the potential for soil erosion or the possible sedimentation and turbidity of surface waters.
- (C) *Certified Installer* - Provide a certified installer to install or direct the installation for erosion or sediment/stormwater control practices.
- (D) *Certified Designer* - Provide a certified designer for the design of the erosion and sediment control/stormwater component of reclamation plans and, if applicable, for the design of the project erosion and sediment control/stormwater plan.

Roles and Responsibilities

- (A) *Certified Erosion and Sediment Control/Stormwater Supervisor* - The Certified Supervisor shall be Level II and responsible for ensuring the erosion and sediment control/stormwater plan is adequately implemented and maintained on the project and for conducting the quality control program. The Certified Supervisor shall be on the project within 24 hours notice from initial exposure of an erodible surface to the project's final acceptance. Perform the following duties:
- (1) **Manage Operations** - Coordinate and schedule the work of subcontractors so that erosion and sediment control/stormwater measures are fully executed for each operation and in a timely manner over the duration of the contract.
 - (a) Oversee the work of subcontractors so that appropriate erosion and sediment control/stormwater preventive measures are conformed to at each stage of the work.
 - (b) Prepare the required National Pollutant Discharge Elimination System (NPDES) Inspection Record and submit to the Engineer.
 - (c) Attend all weekly or monthly construction meetings to discuss the findings of the NPDES inspection and other related issues.
 - (d) Implement the erosion and sediment control/stormwater site plans requested.
 - (e) Provide any needed erosion and sediment control/stormwater practices for the Contractor's temporary work not shown on the plans, such as, but not limited to work platforms, temporary construction, pumping operations, plant and storage yards, and cofferdams.
 - (f) Acquire applicable permits and comply with requirements for borrow pits, dewatering, and any temporary work conducted by the Contractor in jurisdictional areas.
 - (g) Conduct all erosion and sediment control/stormwater work in a timely and workmanlike manner.
 - (h) Fully perform and install erosion and sediment control/stormwater work prior to any suspension of the work.
 - (i) Coordinate with Federal, State and Local Regulatory agencies on resolution of erosion and sediment control/stormwater issues due to the Contractor's operations.
 - (j) Ensure that proper cleanup occurs from vehicle tracking on paved surfaces or any location where sediment leaves the Right-of-Way.
 - (k) Have available a set of erosion and sediment control/stormwater plans that are initialed and include the installation date of Best Management Practices. These practices shall include temporary and permanent groundcover and be properly updated to reflect necessary plan and field changes for use and review by Department personnel as well as regulatory agencies.

- (l) Report violations of the NPDES permit to the Engineer immediately who will notify the Division of Water Quality Regional Office within 24 hours of becoming aware of the violation.
- (2) Quality Control Program - Maintain a quality control program to control erosion, prevent sedimentation and follow provisions/conditions of permits. The quality control program shall:
 - (a) Follow permit requirements related to the Contractor and subcontractors' construction activities.
 - (b) Ensure that all operators and subcontractors on site have the proper erosion and sediment control/stormwater certification.
 - (c) Notify the Engineer when the required certified erosion and sediment control/stormwater personnel are not available on the job site when needed.
 - (d) Conduct the inspections required by the NPDES permit.
 - (e) Take corrective actions in the proper timeframe as required by the NPDES permit for problem areas identified during the NPDES inspections.
 - (f) Incorporate erosion control into the work in a timely manner and stabilize disturbed areas with mulch/seed or vegetative cover on a section-by-section basis.
 - (g) Use flocculants approved by state regulatory authorities where appropriate and where required for turbidity and sedimentation reduction.
 - (h) Ensure proper installation and maintenance of temporary erosion and sediment control devices.
 - (i) Remove temporary erosion or sediment control devices when they are no longer necessary as agreed upon by the Engineer.
 - (j) The Contractor's quality control and inspection procedures shall be subject to review by the Engineer. Maintain NPDES inspection records and make records available at all times for verification by the Engineer.
- (B) *Certified Foreman* - At least one Certified Foreman shall be onsite for each type of work listed herein during the respective construction activities to control erosion, prevent sedimentation and follow permit provisions:
 - (1) Foreman in charge of grading activities
 - (2) Foreman in charge of bridge or culvert construction over jurisdictional areas
 - (3) Foreman in charge of utility activities

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

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

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

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

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

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

Preconstruction Meeting

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

Ethical Responsibility

Any company performing work for the Town 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 Town to the certification entity, certification for *Supervisor*, *Certified Foremen*, *Certified Installers* and *Certified Designer* may be revoked or suspended with the issuance of an *Immediate Corrective Action (ICA)*, *Notice of Violation (NOV)*, or *Cease and Desist Order* for erosion and sediment control/stormwater related issues.

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

- (A) Failure to adequately perform the duties as defined within this certification provision.
- (B) Issuance of an ICA, NOV, or Cease and Desist Order.
- (C) Failure to fully perform environmental commitments as detailed within the permit conditions and specifications.
- (D) Demonstration of erroneous documentation or reporting techniques.

BR2026SW

G-11

Davie County

- (E) Cheating or copying another candidate's work on an examination.
- (F) Intentional falsification of records.
- (G) Directing a subordinate under direct or indirect supervision to perform any of the above actions.
- (H) Dismissal from a company for any of the above reasons.
- (I) Suspension or revocation of one's certification by another entity.

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

Measurement and Payment

All work described within this provision and the role of Certified Erosion and Sediment Control/Stormwater Supervisor, Certified Foremen, Certified Installers and Certified Designer will be incidental to the project for which no direct compensation will be made.

CERTIFICATE OF PLAN APPROVAL



The posting of this certificate certifies that an erosion and sedimentation control plan has been approved for this project by the North Carolina Department of Environmental Quality in accordance with North Carolina General Statute 113A – 57 (4) and 113A – 54 (d) (4) and North Carolina Administrative Code, Title 15A, Chapter 4B.0107 (c). This certificate must be posted at the primary entrance of the job site before construction begins and until establishment of permanent groundcover as required by North Carolina Administrative Code, Title 15A, Chapter 4B.0127 (b).

Riverbend Drive Sidewalk Plan Phase 1
109 Bermuda Run Dr N Advance, NC 27006

04/29/2026**Date of Plan Approval**

DAVIE-2026-0165**Project Identifier**

Certificate of Coverage Number: _____

SSP - 1

STANDARD SPECIAL PROVISION **NCDOT GENERAL SEED SPECIFICATION FOR SEED QUALITY**

(5-17-11)

Z-3

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

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

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

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

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

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

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

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includes both dormant and hard seed. Seed shall be labeled with not more than 7%, 5% or 2% inert matter (according to above specifications), 2% other crop seed and 1% total weed seed.

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

FURTHER SPECIFICATIONS FOR EACH SEED GROUP ARE GIVEN BELOW:

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

Sericea Lespedeza
Oats (seeds)

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

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

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

Common or Sweet Sundangrass

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

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

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

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

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

Barnyard Grass

Big Bluestem

Little Bluestem

Bristly Locust

Birdsfoot Trefoil

Indiangrass

Orchardgrass

Switchgrass

Yellow Blossom Sweet Clover

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SSP - 4
STANDARD SPECIAL PROVISION
ERRATA

(1-16-24)

Z-4

Revise the *2024 Standard Specifications* as follows:

Division 3

Page 3-5, Article 305-2 MATERIALS, after line 16, replace " 1032-3(A)(7)" with "1032-3" and add the item "Galvanized Corrugated Steel Pipe" with Section "1032-3".

Page 3-6, Article 310-2 MATERIALS, after line 9, add the item "Galvanized Corrugated Steel Pipe" with Section "1032-3".

Division 9

Page 9-17, Article 904-4 MEASUREMENT AND PAYMENT, prior to line 1, replace " Sign Erection, Relocate Type (Ground Mounted)" with "Sign Erection, Relocate Type____(Ground Mounted)".

Division 10

Page 10-51, Article 1024-4 WATER, prior to line 1, delete the "unpopulated blank row" in Table 1024-2 between "Time of set, deviation from control" and "Chloride Ion Content, Max.".

Page 10-170, Subarticle 1081-1(C) Requirements, line 4, replace "maximum" with "minimum".

Division 11

Page 11-15, Article 1160-4 MEASUREMENT AND PAYMENT, line 24, replace "Where barrier units are moved more than one" with "Where barrier units are moved more than once".

Division 15

Page 15-10, Article 1515-4 MEASUREMENT AND PAYMENT, lines 11, replace " All piping" with "All labor, the manhole, other materials, excavation, backfilling, piping".

Division 16

Page 16-14, Article 1633-5 MEASUREMENT AND PAYMENT, line 20-24 and prior to line 25, delete and replace with the following " *Flocculant* will be measured and paid in accordance with Article 1642-5 applied to the temporary rock silt checks."

Page 16-3, Article 1609-2 MATERIALS, after line 26, replace "Type 4" with "Type 4a".

Page 16-25, Article 1644-2 MATERIALS, after line 22, replace "Type 4" with "Type 4a".

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

(3-18-03) (Rev. 5-21-19)

Z-04a

Within Quarantined Area

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

Originating in a Quarantined County

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

Contact

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

Regulated Articles Include

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

R-1

PROJECT SPECIAL PROVISIONS

ROADWAY

BURNING RESTRICTIONS:

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

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

INCIDENTAL STONE BASE:

(7-1-95)(Rev.1-16-24) 545 SP5 R28R

Description

Place incidental stone base for stabilization near driveways, mailboxes, etc. as needed to address terrain inconsistencies

Materials and Construction

Provide and place incidental stone base in accordance with Section 545 of the *Standard Specifications*.

Measurement and Payment

Incidental Stone Base will be measured and paid in accordance with Article 545-6 of the *Standard Specifications*.

PRICE ADJUSTMENT - ASPHALT BINDER FOR PLANT MIX:

(11-21-00)(Rev. 1-16-24) 620 SP6 R25

Price for asphalt binder for plant mix shall be included in the price for the plant mix asphalt.

PERMANENT SEEDING AND MULCHING:

(7-1-95)(Rev. 1-16-24) 1660 SP16 R02

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

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

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

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

DRIVEWAYS AND PRIVATE PROPERTY:

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

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

PROJECT SPECIAL PROVISIONS

PAVEMENT MARKINGS

GLASS BEAD GRADATION FOR PAVEMENT MARKINGS:
(9-17-24) 1087

SP10 R87

Revise the *Standard Specifications* as follows:
Page 10-187, Subarticle 1087-4(C), Gradation & Roundness, after line 6, delete and replace Table 1087-2 with the following:

TABLE 1087-2 GLASS BEAD GRADATION REQUIREMENTS		
Sieve Size	Minimum Gradation Requirements Maximum	
Passing #20	100%	--
Retained on #30	5%	15%
Retained on #50	40%	80%
Retained on #80	15%	40%
Passing #80	0%	10%
Retained on #200	0%	5%

AASHTO TYPE 4/NCDOT STANDARD BEAD - DOUBLE DROPPED GLASS BEADS:
(12-07-21) (Rev. 01-12-22)

Description

This work will consist of applying NCDOT approved standard glass beads along with the application of AASHTO Type IV glass beads on extruded thermoplastic and polyurea pavement markings. Use NCDOT standard glass beads that are on the NCDOT Approved Products List and conform to Sections 1087 and 1205 of the *Standard Specifications*. Except for gradation requirements, AASHTO Type IV glass beads shall meet the same *Standard Specifications* and shall contain 80% true spheres. An independent lab test is required for both categories of glass beads before application.

Application

This combination of glass beads shall be applied concurrently. Two separate passes over the pavement marking binder are not allowed. Extruded thermoplastic shall contain intermixed glass beads conforming to *Standard Specifications*. Glass beads should be applied at the manufacturer's rate to meet the retroreflectivity requirements below within 30 days after final application.

MINIMUM REFLECTOMETER REQUIREMENTS FOR AASHTO Type IV/NCDOT Standard Glass Beads		
Item	Color	Reflectivity
AASHTO Type IV/NCDOT Standard Glass Beads	White	450 mcd/lux/m ²
	Yellow	350 mcd/lux/m ²

Measurement and Payment

No separate measurement or payment will be made for meeting the requirements of this Special Provision. All costs for this work shall be included in the contract unit price bid for the extruded thermoplastic and polyurea pavement markings item(s) in the contract.

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PROJECT SPECIAL PROVISIONS**LUMP SUM PAYMENT FOR TRAFFIC CONTROL:**

(02/06/2013)

LS-TC

The Contractor shall maintain traffic on **all roads** during construction and shall provide, install and maintain all traffic control devices as shown in the *Roadway Standard Drawings* or as directed by the Engineer.

The lump sum price bid for traffic control shall include but not be limited to **Signs (portable, stationary, or barricade), which includes detour signing, Truck Mounted Attenuators (TMA), Changeable Message Signs (CMS), Flashing Arrow Boards (FAB), Pilot Vehicle, Work Zone Installer, Flaggers, Cones, Skinny Drums and Drums** and all labor, tools, equipment and incidentals necessary to furnish, install, maintain and remove traffic control devices when no longer required.

Basis of Payment

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

Payment will be made under:

Pay Item	Pay Unit
Temporary Traffic Control	Lump Sum

CONES:

(3-19-24)

1135

SP11 R35

Revise the *Standard Specifications* as follows:

Page 11-11, Article 1135-3 CONSTRUCTION METHODS, lines 19-20, delete the third sentence of the first paragraph, “Do not use cones in the upstream taper of lane or shoulder closures for multi-lane roadways.”.

PROJECT SPECIAL PROVISIONS

EROSION CONTROL

STABILIZATION REQUIREMENTS:

(4-30-2019)(Rev. 1-21-25)

Stabilization for this project shall comply with the time frame guidelines as specified by the NCG-010000 general construction permit issued by the North Carolina Department of Environmental Quality Division of Energy, Mineral and Land Resources. Temporary or permanent ground cover stabilization shall occur within the following time frames from the last land-disturbing activity:

- Stabilize perimeter dikes, swales, ditches, and perimeter slopes within 7 calendar days.
- Stabilize high quality water (HQW) zones within 7 calendar days.
- Stabilize slopes steeper than 3:1 within 7 calendar days.
 - If slopes are 10 feet or less in length and are not steeper than 2:1, 14 calendar days are allowed.
- Stabilize slopes 3:1 to 4:1 within 14 calendar days.
 - 7 calendar days for slopes greater than 50 feet in length and with slopes steeper than 4:1.
 - 7 calendar days for perimeter dikes, swales, ditches, perimeter slopes, and HQW Zones.
- Stabilize areas with slopes flatter than 4:1 within 14 calendar days.
 - 7 calendar days for perimeter dikes, swales, ditches, perimeter slopes, and HQW Zones.

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

SEEDING AND MULCHING:

(East)

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

All Roadway Areas

March 1 - August 31

50#	Tall Fescue
10#	Centipede
25#	Bermudagrass (hulled)
500#	Fertilizer
4000#	Limestone

September 1 - February 28

50#	Tall Fescue
10#	Centipede
35#	Bermudagrass (unhulled)
500#	Fertilizer
4000#	Limestone

Waste and Borrow Locations

March 1 – August 31

75# Tall Fescue
 25# Bermudagrass (hulled)
 500# Fertilizer
 4000# Limestone

September 1 - February 28

75# Tall Fescue
 35# Bermudagrass (unhulled)
 500# Fertilizer
 4000# Limestone

Note: 50# of Bahiagrass may be substituted for either Centipede or Bermudagrass only upon Engineer's request.

Approved Tall Fescue Cultivars

06 Dust	Escalade	Kalahari	Serengeti
2 nd Millennium	Essential	Kitty Hawk 2000	Shelby
3 rd Millennium	Evergreen 2	Legitimate	Shenandoah III
Avenger	Faith	Lexington	Shenandoah Elite
Bar Fa	Falcon IV	LifeGuard	Sheridan
Barlexas	Falson NG	LSD	Sidewinder
Barlexas II	Falcon V	Magellan	Signia
Barrera	Fat Cat	Masterpiece	Silver Hawk
Barrington	Fesnova	Millennium SRP	Skyline
Barrobusto	Fidelity	Monet	Solara
Barvado	Finelawn Elite	Mustang 4	Southern Choice II
Biltmore	Finelawn Xpress	Naturally Green	Speedway
Bingo	Finesse II	Ninja 2	Spyder LS
Bizem	Firebird	Ol' Glory	Sunset Gold
Black Tail	Firecracker LS	Padre	Taccoa
Blackwatch	Firenza	Patagonia	Tahoe II
Blade Runner II	Five Point	Pedigree	Talladega
Bonsai	Focus	Picasso	Tanzania
Braveheart	Forte	Piedmont	Temple
Bravo	Garrison	Plantation	Terrano
Bullseye	Gazelle II	Proseeds 5301	Thor
Cannavaro	GLX Aced	Prospect	Thunderstruck
Catalyst	Gold Medallion	Quest	Titanium LS
Cayenne	Grande 3	RainDance	Titan LTD
Cezanne RZ	Greenbrooks	Raptor II	Tracer
Chipper	Greenkeeper	Rebel IV	Traverse SRP
Cochise IV	Gremlin	Rebel Exeda	Trio
Constitution	Greystone	Rebel Sentry	Tulsa Time
Corgi	Guardian 21	Regenerate	Turbo
Corona	Guardian 41	Regiment II	Turbo RZ
Coyote	Hemi	Rembrandt	Tuxedo
Cumberland	Honky Tonk	Rendition	Ultimate
Darlington	Hot Rod	Reunion	Umbrella
DaVinci	Hunter	Rhambler 2 SRP	Van Gogh
Desire	Inferno	Riverside	Venture

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Diablo	Integrity	RNP	Watchdog
Dominion	Jaguar 3	Rocket	Wolfpack II
Dynamic	Jamboree	Saltillo	Xtremegreen
Dynasty	Justice	Scorpion	

On cut and fill slopes 2:1 or steeper Centipede shall be applied at the rate of 5 pounds per acre and add 20# of Sericea Lespedeza from January 1 - December 31.

Fertilizer shall be 10-20-20 analysis. A different analysis of fertilizer may be used provided the 1-2-2 ratio is maintained and the rate of application adjusted to provide the same amount of plant food as a 10-20-20 analysis and as directed.

TEMPORARY SEEDING:

Fertilizer shall be the same analysis as specified for *Seeding and Mulching* and applied at the rate of 400 pounds and seeded at the rate of 50 pounds per acre. Sweet Sudan Grass, German Millet or Browntop Millet shall be used in summer months and Rye Grain during the remainder of the year. The Engineer will determine the exact dates for using each kind of seed.

FERTILIZER TOPDRESSING:

Fertilizer used for topdressing on all roadway areas except slopes 2:1 and steeper shall be 10-20-20 grade and shall be applied at the rate of 500 pounds per acre. A different analysis of fertilizer may be used provided the 1-2-2 ratio is maintained and the rate of application adjusted to provide the same amount of plant food as 10-20-20 analysis and as directed.

Fertilizer used for topdressing on slopes 2:1 and steeper and waste and borrow areas shall be 16-8-8 grade and shall be applied at the rate of 500 pounds per acre. A different analysis of fertilizer may be used provided the 2-1-1 ratio is maintained and the rate of application adjusted to provide the same amount of plant food as 16-8-8 analysis and as directed.

SUPPLEMENTAL SEEDING:

The kinds of seed and proportions shall be the same as specified for *Seeding and Mulching*, with the exception that no centipede seed will be used in the seed mix for supplemental seeding. The rate of application for supplemental seeding may vary from 25# to 75# per acre. The actual rate per acre will be determined prior to the time of topdressing and the Contractor will be notified in writing of the rate per acre, total quantity needed, and areas on which to apply the supplemental seed. Minimum tillage equipment, consisting of a sod seeder shall be used for incorporating seed into the soil as to prevent disturbance of existing vegetation. A clodbuster (ball and chain) may be used where degree of slope prevents the use of a sod seeder.

MINIMIZE REMOVAL OF VEGETATION:

The Contractor shall minimize removal of vegetation within project limits to the maximum extent practicable. Vegetation along stream banks and adjacent to other jurisdictional resources outside the construction limits shall only be removed upon approval of Engineer. No additional payment will be made for this minimization work.

CONSTRUCTION MATERIALS MANAGEMENT

(3-19-19) (rev. 04-27-20)

Description

The requirements set forth shall be adhered to in order to meet the applicable materials handling requirements of the NCG010000 permit. Structural controls installed to manage construction materials stored or used on site shall be shown on the E&SC Plan. Requirements for handling materials on construction sites shall be as follows:

Polyacrylamides (PAMS) and Flocculants

Polyacrylamides (PAMS) and flocculants shall be stored in leak-proof containers that are kept under storm-resistant cover or surrounded by secondary containment structures designed to protect adjacent surface waters. PAMS or other flocculants used shall be selected from the NC DWR List of Approved PAMS/Flocculants. The concentration of PAMS and other flocculants used shall not exceed those specified in the NC DWR List of Approved PAMS/Flocculants and in accordance with the manufacturer's instructions. The NC DWR List of Approved PAMS/Flocculants is available at:

https://files.nc.gov/ncdeq/Water+Quality/Environmental+Sciences/ATU/PAM8_30_18.pdf

Equipment Fluids

Fuels, lubricants, coolants, and hydraulic fluids, and other petroleum products shall be handled and disposed of in a manner so as not to enter surface or ground waters and in accordance with applicable state and federal regulations. Equipment used on the site must be operated and maintained properly to prevent discharge of fluids. Equipment, vehicle, and other wash waters shall not be discharged into E&SC basins or other E&SC devices. Alternative controls should be provided such that there is no discharge of soaps, solvents, or detergents.

Waste Materials

Construction materials and land clearing waste shall be disposed of in accordance with North Carolina General Statutes, Chapter 130A, Article 9 - Solid Waste Management, and rules governing the disposal of solid waste (15A NCAC 13B). Areas dedicated for managing construction material and land clearing waste shall be at least 50 feet away from storm drain inlets and surface waters unless it can be shown that no other alternatives are reasonably available. Paint and other liquid construction material waste shall not be dumped into storm drains. Paint and other liquid construction waste washouts should be located at least 50 feet away from storm drain inlets unless there is no alternative. Other options are to install lined washouts or use portable, removable bags or bins. Hazardous or toxic waste shall be managed in accordance with the federal Resource Conservation and Recovery Act (RCRA) and NC Hazardous Waste Rules at 15A NCAC, Subchapter 13A. Litter and sanitary waste shall be managed in a manner to prevent it from entering jurisdictional waters and shall be disposed of offsite.

Herbicide, Pesticide, and Rodenticides

Herbicide, pesticide, and rodenticides shall be stored and applied in accordance with the Federal Insecticide, Fungicide, and Rodenticide Act, North Carolina Pesticide Law of 1971 and labeling restrictions.

Concrete Materials

Concrete materials onsite, including excess concrete, must be controlled and managed to avoid contact with surface waters, wetlands or buffers. No concrete or cement slurry shall be discharged from the site. (Note that discharges from onsite concrete plants require coverage under a separate NPDES permit – NCG140000.) Concrete wash water shall be managed in accordance with the *Concrete Washout Structure* provision. Concrete slurry shall be managed and disposed of in accordance with *NCDOT DGS and HOS DCAR Distribution of Class A Residuals Statewide* (Permit No. WQ0035749). Any hardened concrete residue will be disposed of, or recycled on site, in accordance with state solid waste regulations.

Earthen Material Stock Piles

Earthen material stock piles shall be located at least 50 feet away from storm drain inlets and surface waters unless it can be shown that no other alternatives are reasonably available.

Measurement and Payment

Conditions set within the *Construction Materials Management* provision are incidental to the project for which no direct compensation will be made.

WASTE AND BORROW SOURCES:

(2-16-11) (Rev. 3-17-22)

Payment for temporary erosion control measures, except those made necessary by the Contractor's own negligence or for his own convenience, will be paid for at the appropriate contract unit price for the devices or measures utilized in borrow sources and waste areas.

No additional payment will be made for erosion control devices or permanent seeding and mulching in any commercial borrow or waste pit. All erosion and sediment control practices that may be required on a commercial borrow or waste site will be done at the Contractor's expense.

All offsite Staging Areas, Borrow and Waste sites shall be in accordance with "Borrow and Waste Site Reclamation Procedures for Contracted Projects" located at:

<https://connect.ncdot.gov/resources/roadside/FieldOperationsDocuments/Contract%20Reclamation%20Procedures.pdf>

All forms and documents referenced in the "Borrow and Waste Site Reclamation Procedures for Contracted Projects" shall be included with the reclamation plans for offsite staging areas, and borrow and waste sites.

CONCRETE WASHOUT STRUCTURE:

(8-17-23)

Description

Concrete washout structures are enclosures above or below grade to contain concrete waste water and associated concrete mix from washing out ready-mix trucks, drums, pumps, or other equipment. Concrete washouts must collect and retain all the concrete washout water and solids, so that this material does not migrate to surface waters or into the ground water. These enclosures are not intended for concrete waste not associated with wash out operations.

The concrete washout structure may include constructed devices above or below ground and or commercially available devices designed specifically to capture concrete wash water.

Materials

Item	Section
Temporary Silt Fence	1605

Safety Fence shall meet the specifications as provided elsewhere in this contract.

Geomembrane basin liner shall meet the following minimum physical properties for low permeability; it shall consist of a polypropylene or polyethylene 10 mil thick geomembrane. If the minimum setback dimensions can be achieved the liner is not required. (5 feet above groundwater, 50 feet from top of bank of perennial stream, other surface water body, or wetland.)

Construction Methods

Build an enclosed earthen berm or excavate to form an enclosure in accordance with the details and as directed.

Install temporary silt fence around the perimeter of the enclosure in accordance with the details and as directed if structure is not located in an area where existing erosion and sedimentation control devices are capable to containing any loss of sediment.

Post a sign with the words "Concrete Washout" in close proximity of the concrete washout area, so it is clearly visible to site personnel. Install safety fence as directed for visibility to construction traffic.

[Alternate details for accommodating concrete washout may be submitted for review and approval.](#)

[The alternate details shall include the method used to retain and dispose of the concrete waste water within the project limits and in accordance with the minimum setback requirements.](#) (5 feet above groundwater, 50 feet from top of bank of perennial stream, other surface water body, or wetland.)

Maintenance and Removal

Maintain the concrete washout structure(s) to provide adequate holding capacity plus a minimum freeboard of 12 inches. Remove and dispose of hardened concrete and return the structure to a functional condition after reaching 75% capacity.

Inspect concrete washout structures for damage and maintain for effectiveness.

Remove the concrete washout structures and sign upon project completion. Grade the earth material to match the existing contours and permanently seed and mulch area.

BR2026SW**EC-7****Davie County****Measurement and Payment**

Concrete Washout Structure will be paid for per each enclosure installed in accordance with the details. If alternate details or commercially available devices are approved, then those devices will also be paid for per each approved and installed device.

Temporary Silt Fence will be measured and paid for in accordance with Article 1605-5 of the *Standard Specifications*.

Safety Fence shall be measured and paid for as provided elsewhere in this contract.

No measurement will be made for other items or for over excavation or stockpiling.

Payment will be made under:

Pay Item

Concrete Washout Structure

Pay Unit

Each

BR2026SW

Davie County

UBO – 1

UBO – Phase 1

General:

The conflicting facilities of these concerns will be adjusted prior to the date of availability, unless otherwise noted, and are therefore listed in these special provisions for the benefit of the Contractor. Existing utilities are shown on the plans from the best available information. The contractor must verify the location and elevation of existing utilities within the project limits before beginning work.

The Contractor's attention is directed to Article 105.8 of the 2024 Standard Specifications for Roads and Structures.

Utilities Not Requiring Adjustment:

Utility relocations are shown on the Utilities by Others Plans.

A) Charter - Communications

- Charter's does not have facilities within the existing ROW within the project limits. Charter facilities are located behind existing homes/lot.
- Contact person(s) for Charter are Mark Jarvis and Erik Francin.
 - Mark Jarvis can be reached at (919) 882-4764 or mark.jarvis@charter.com.
 - Erik Francin can be reached at (910) 742-6362 or erik.francin@charter.com.

B) Zirrus - Communications

- Zirrus has buried copper and fiber facilities throughout our project limits.
- Copper facilities are inactive and abandoned.
- U/g fiber lines are behind the proposed sidewalk and are not presumed to be in conflict.
- Contact person(s) for Zirrus are Mason Athan and Patrick Gray
 - Mason Athan can be reached at (336) 463-5142, (336) 391-6424 or mason.athan@zirrus.com
 - Patrick Grey can be reached at (336) 463-5037, (336) 244-3770 or patrick.grey@zirrus.com

C) Piedmont Natural Gas – Gas

- PNG has 4-inch MDPE gas main within project limits.
- PNG gas facilities are not anticipated to be in conflict.
- Contact person for Piedmont Natural Gas is Eric Oakey,
 - Eric Oakey can be reached at (336) 362-2958 or eric.oakley@duke-energy.com.

D) Duke Energy (Lighting) - Power

- Duke light poles that are within project limits and along Bermuda Run Dr. are not in conflict with the proposed sidewalk; there are no cable conflicts.
- Contact person for Duke Energy (Lighting) is Seth Andrew Gibson.
 - Seth Andrew Gibson can be reached at (336) 880-9050 or seth.gibson@duke-energy.com.

BR2026SW

Davie County

UBO – 2

UBO – Phase 2

General:

The conflicting facilities of these concerns will be adjusted prior to the date of availability, unless otherwise noted, and are therefore listed in these special provisions for the benefit of the Contractor. Existing utilities are shown on the plans from the best available information. The contractor must verify the location and elevation of existing utilities within the project limits before beginning work.

The Contractor's attention is directed to Article 105.8 of the 2024 Standard Specifications for Roads and Structures.

Utilities Requiring Adjustment:

Utility relocations are shown on the Utilities by Others Plans.

E) Charter - Communications

- Charter's does not have facilities within the existing ROW within the project limits. Charter's facilities are located behind homes/lot.
- Charter's relocation is complete
- Contact person(s) for Charter are Mark Jarvis and Erik Francin.
 - Mark Jarvis can be reached at (919) 882-4764 or mark.jarvis@charter.com.
 - Erik Francin can be reached at (910) 742-6362 or erik.francin@charter.com.

F) Zirrus - Communications

- Zirrus to work with contractor to move fiber at the time of drainage pipe placement at Sta. 18+15.
- Zirrus to work with contractor to relocate fiber at the time of culvert placement at Sta. 54+90.
- Zirrus to work with contractor to relocate fiber at the time of culvert placement at Sta. 59+15.
- Contact person(s) for Zirrus are Mason Athan and Patrick Gray
 - Mason Athan can be reached at (336) 463-5142, (336) 391-6424 or mason.athan@zirrus.com
 - Patric Grey can be reached at (336) 463-5037, (336) 244-3770 or patrick.grey@zirrus.com

G) Piedmont Natural Gas – Gas

- Existing PNG Gas facilities will remain in place. If any adjustment to gas pipes is required, Contractor to notify and coordinate with PNG.
- Contractor will have to notify PNG representative one (1) week prior to commencing any work at the site near PNG gas pipe.
- Relocation of 4" gas line to 4' depth is needed to avoid conflict with proposed drainage at Sta. 66+70.
- Contact person for Piedmont Natural Gas is Eric Oakey,
 - Eric Oakey can be reached at (336) 362-2958 or eric.oakley@duke-energy.com.

H) Duke Energy (Lighting) - Power

- All relocation work will be done prior to the date of availability.
- Existing light pole at Sta. 7+45 conflicts with the proposed sidewalk and u/g power cable conflicts with the proposed drainage at Sta. 7+71.
- Existing light pole at Sta. 31+50 is in conflict with the proposed sidewalk.
- Contact person for Duke Energy (Lighting) is Seth Andrew Gibson.
 - Seth Andrew Gibson can be reached at (336) 880-9050 or seth.gibson@duke-energy.com.

BR2026SW

Davie County

UC – 1

UC – Phase 1

Revise the 2024 Standard Specifications as follows:

Page 15-1, Sub-article 1500-2 Cooperation with the Utility Owner, paragraph 2:
add the following sentences:

The utility owner for sewer facilities is the Town of Bermuda Run. The contact persons will be as follows:

- **Andrew Meadwell, Town Manager of Bermuda Run**
 - 336-998-0906
 - ameadwell@townofbr.com
- **Charlie Chapman, Management Analyst of Town of Bermuda Run**
 - 336-998-0906
 - cchapman@townofbr.com
- **Gary Bullard, GS Bullard Technical Services LLC**
 - 336-753-1600
 - 336-978-9477
 - gbullard@grevengineering.com
 - gsbull4bz@outlook.com

The utility owner for Water facilities is Davie County. The contact persons will be as follows:

- **Johnny Lambert, Director of Davie County Public Utilities**
 - 336-753-6090
 - 336-751-5855
 - jlambert@daviecountync.gov
- **Andy Atwood, Operations Supervisor for Davie County Public Utilities**
 - 336-753-6097
 - aatwood@daviecountync.gov

The utility owner for Irrigation facilities is Club Corp. Provide minimum 1 week notice to Club Corp prior to beginning work on Irrigation facilities. The contact person will be as follows:

- **Scott Fallon, Representative of Club Corp**
 - 704-506-7151
 - scott.fallon@invitedclubs.com
 - scott.fallon@clubcorp.com

UC – 2

UC – Phase 2

Revise the 2024 Standard Specifications as follows:

Page 15-1, Sub-article 1500-2 Cooperation with the Utility Owner, paragraph 2:
add the following sentences:

The utility owner for sewer facilities is the Town of Bermuda Run. The contact persons will be as follows:

- **Andrew Meadwell, Town Manager of Bermuda Run**
 - 336-998-0906
 - ameadwell@townofbr.com
- **Charlie Chapman, Management Analyst of Town of Bermuda Run**
 - 336-998-0906
 - cchapman@townofbr.com
- **Gary Bullard, GS Bullard Technical Services LLC**
 - 336-753-1600
 - 336-978-9477
 - gbullard@grevengineering.com
 - gsbull4bz@outlook.com

The utility owner for Water facilities is Davie County. The contact persons will be as follows:

- **Johnny Lambert, Director of Davie County Public Utilities**
 - 336-753-6090
 - 336-751-5855
 - jlambert@daviecountync.gov
- **Andy Atwood, Operations Supervisor for Davie County Public Utilities**
 - 336-753-6097
 - aatwood@daviecountync.gov

BR2026SW

Davie County

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BR2026SW

ACC-1

Davie County

EXECUTION OF CONTRACT

Contract No: BR2026SW

County: Davie

ACCEPTED BY THE TOWN OF BERMUDA RUN

Engineer

Date

**EXECUTION OF CONTRACT AND BONDS
APPROVED AS TO FORM:**

Engineer

Date

County: Davie

Town of Bermuda Run - Riverbend Drive Sidewalk

BR2026SW

Phase 1 & 2

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Line #	Item	Section #	Item Description	Item Quantity	Unit	Unit Bid	Bid Amount
1	0000100000-N	800	MOBILIZATION	1	LS		
2	0000400000-N	801	CONSTRUCTION SURVEYING	1	LS		
3	001000000-E	200	CLEARING AND GRUBBING	1	LS		
4	001000000-E	SP	BRICK COLUMN AND LIGHT REMOVAL	13	EA		
5	001010000-N	200	SELECT TREE REMOVAL	34	EA		
6	0001020000-N	SP	GENERIC MISC. ITEM - SHRUB REMOVAL	34	EA		
7	0022000000-E	225	UNCLASSIFIED EXCAVATION	388	CY		
8	0106000000-E	230	BORROW EXCAVATION	994	CY		
9	0156000000-E	250	REMOVAL OF EXISTING ASPHALT PAVEMENT	866	SYD		
10	0163000000-E	250	REMOVAL OF EXISTING CONCRETE PAVEMENT	781	SYD		
11	0318000000-E	300	FOUNDATION CONDITIONING MATERIAL, MINOR STRUCTURES	85	TON		
12	0321000000-E	300	FOUNDATION CONDITIONING MATERIAL GEOTEXTILE	270	SYD		
13	0360000000-E	310	12" DRAINAGE PIPE (RCP)	25.0	LFT		
14	0536000000-E	310	12" DRAINAGE PIPE (HDPE)	317.0	LFT		
15	0536000000-E	310	15" DRAINAGE PIPE (HDPE)	83.0	LFT		
16	0366000000-E	310	15" DRAINAGE PIPE (RCP)	353.0	LFT		
17	0396000000-E	310	42" DRAINAGE PIPE (RCP)	14.2	LFT		
18	0995000000-E	340	PIPE REMOVAL (STORM PIPE)	762.0	LFT		
19	1519000000-E	610	ASPHALT CONCRETE SURFACE COURSE, TYPE S9.5B	55	TON		
20	1121000000-E	520	AGGREGATE BASE COURSE	505	TON		
21	1275000000-E	600	PRIME COAT	1290	GAL		
22	2761000000-E	848	6" JOINTED CONCRETE W/ WIRE MESH	935	SYD		
23	2209000000-E	838	REINFORCED ENDWALLS	4.5	CY		
24	2253000000-E	840	PIPE COLLAR	0.3528	CY		
25	2286000000-N	840	MASONRY DRAINAGE STRUCTURES	8	EA		
26	2374000000-N	840	FRAME WITH TWO GRATES, STD 840.03 (TYPE F)	3	EA		
27	2374000000-N	840	FRAME WITH TWO GRATES, STD 840.03 (TYPE G)	2	EA		
28	2364000000-N	840	FRAME WITH TWO GRATES, STD 840.16 (DROP INLET)	2	EA		

County: **Davie****BR2026SW**

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Line #	Item	Section #	Item Description	Item Quantity	Unit	Unit Bid	Bid Amount
29	2396000000-N	840	FRAME WITH COVER, STD 840.54	1	EA		
30	2549000000-E	846	2'-6" CONCRETE CURB & GUTTER	3431	LFT		
31	2570000000-N	SP	MODIFIED CONCRETE FLUME	10	EA		
32	2591000000-E	848	4" CONCRETE SIDEWALK	4450	SYD		
33	2605000000-N	848	CONCRETE CURB RAMPS	6	EA		
34	2760000000-N	848	DETECTABLE WARNING FOR CURB RAMPS	13	EA		
35	2815000000-N	858	ADJUSTMENT OF DROP INLETS	2	EA		
36	2830000000-N	858	ADJUSTMENT OF MANHOLES	26	EA		
37	2845000000-N	858	ADJUSTMENT OF METER BOXES OR VALVE BOXES	12	EA		
38	3649000000-E	876	RIP RAP, CLASS B	40	TON		
39	3656000000-E	876	GEOTEXTILE FOR DRAINAGE	77	SYD		
40	3575000000-E	SP	HANDRAIL (GENERIC FENCING ITEM)	24	LFT		
41	2752000000-N	SP	RAISED CROSSWALK	2	EA		
42	4116100000-N	904	SIGN ERECTION, RELOCATE SIGN TYPE E	6	EA		
43	4457000000-N	SP	TEMP TRAFFIC CONTROL (SP)	1	LS		
44	4835000000-E	1205	PAINT PAVEMENT MARKING LINES (24")	272	LFT		
45	5672000000-N	1515	RELOCATE FIRE HYDRANT	1	EA		
46	5686500000-E	1515	WATER SERVICE LINE	15	LFT		
47	6855000000-E	SP	2" PVC WATER PIPE, SCH 40	1100	LFT		
48	5536000000-N	1515	2" Valve	2	EA		
49	5709200000-E	1520	4" FORCE MAIN SEWER	175	LFT		
50	5768000000-E	1520	SANITARY SEWER CLEAN-OUT	9	EA		
51	5775000000-E	1525	4' DIA UTILITY MANHOLE (WATERTIGHT LID AND FRAME)	4	EA		
52	6000000000-E	1605	TEMPORARY SILT FENCE	5360	LFT		
53	6015000000-E	1615	TEMPORARY MULCHING	9	ACR		
54	6018000000-E	1620	SEED FOR TEMP SEEDING	700	LBS		
55	6021000000-E	1620	FERT FOR TEMP SEEDING	4	TON		
56	6071010000-E	1642	WATTLE	1050	LFT		
57	6071020000-E	1642	FLOCCULANT	160	LBS		

TITLE: _____