

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

C204926

CONTRACT AND  
CONTRACT BONDS  
FOR CONTRACT NO. C204926

WBS 2024CPT.05.11.10921.1, 2024CPT.05.11.20921.1, 2024CPT.05.11.20922.1 STATE FUNDED

COUNTY OF WAKE  
THIS IS THE ROADWAY CONTRACT  
ROUTE NUMBER \_\_\_\_\_ LENGTH 17.214 MILES  
LOCATION 1 SECTION OF NC-231, AND 44 SECTIONS OF SECONDARY ROADS.

CONTRACTOR CAROLINA SUNROCK LLC  
ADDRESS 200 HORIZON DRIVE SUITE 100  
RALEIGH, NC 27615

BIDS OPENED MARCH 19, 2024  
CONTRACT EXECUTION 04/10/2024

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

PROPOSAL

**INCLUDES ADDENDUM No. 1 DATED 03-05-2024**

DATE AND TIME OF BID OPENING: **Mar 19, 2024 AT 02:00 PM**

CONTRACT ID C204926

WBS 2024CPT.05.11.10921.1, 2024CPT.05.11.20921.1, 2024CPT.05.11.20922.1

FEDERAL-AID NO. STATE FUNDED

COUNTY WAKE

T.I.P NO.

MILES 17.214

ROUTE NO.

LOCATION 1 SECTION OF NC-231, AND 44 SECTIONS OF SECONDARY ROADS.

TYPE OF WORK MILLING, RESURFACING, AND SHOULDER RECONSTRUCTION.

**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.

**BIDS WILL BE RECEIVED AS SHOWN BELOW:**

**THIS IS A ROADWAY PROPOSAL**

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

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**PROPOSAL FOR THE CONSTRUCTION OF  
CONTRACT No. C204926 IN WAKE COUNTY, NORTH CAROLINA  
DEPARTMENT OF TRANSPORTATION,  
RALEIGH, NORTH CAROLINA**

The Bidder has carefully examined the location of the proposed work to be known as Contract No. **C204926** 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 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 *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. **C204926** in **Wake 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, 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 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 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 Department of Transportation, for five percent of the total bid price, which deposit is to be forfeited as liquidated damages in case this bid is accepted and the Bidder shall fail to provide the required payment and performance bonds with the Department of Transportation, under the condition of this proposal, within 14 calendar days after the written notice of award is received by him, as provided in the *Standard Specifications*; otherwise said deposit will be returned to the Bidder.



*State Contract Officer*

DocuSigned by:  
*Ronald Elton Davenport, Jr.*  
52C46046381F443... 03/05/2024

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

108

SP1 G10 A

The date of availability for this contract is **May 19, 2024**.

The completion date for this contract is **November 19, 2025**.

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 **One Thousand One Hundred Dollars (\$ 1,100.00)** per calendar day.

**INTERMEDIATE CONTRACT TIME NUMBER 1 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 **Map #2** during the following time restrictions:

**DAY AND TIME RESTRICTIONS**

**Monday thru Friday, 6:00 a.m. to 9:00 a.m. and 4:00 p.m. to 7:00 p.m.**

In addition, the Contractor shall not close or narrow a lane of traffic on **Map #2** detain and/or alter the traffic flow on or during holidays, 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 a.m.** December 31<sup>st</sup> and **7:00 p.m.** January 2<sup>nd</sup>. If New Year's Day is on a Friday, Saturday, Sunday or Monday, then until **7:00 p.m.** the following Tuesday.
3. For **Easter**, between the hours of **6:00 a.m.** Thursday and **7:00 p.m.** Monday.
4. For **Memorial Day**, between the hours of **6:00 a.m.** Friday and **7:00 p.m.** Tuesday.

5. For **Independence Day**, between the hours of **6:00 a.m.** the day before Independence Day and **7:00 p.m.** the day after Independence Day.

If **Independence Day** is on a Friday, Saturday, Sunday or Monday, then between the hours of **6:00 a.m.** the Thursday before Independence Day and **7:00 p.m.** the Tuesday after Independence Day.

6. For **Labor Day**, between the hours of **6:00 a.m.** Friday and **7:00 p.m.** Tuesday.
7. For **Thanksgiving**, between the hours of **6:00 a.m.** Tuesday and **7:00 p.m.** Monday.
8. For **Christmas**, between the hours of **6:00 a.m.** the Friday before the week of Christmas Day and **7:00 p.m.** 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 will not be 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 above and place traffic in the existing traffic pattern.

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

**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 **the following Maps** during the following time restrictions:

**DAY AND TIME RESTRICTIONS**

**Maps #1 and/or #3**

**Monday thru Friday, 6:00 a.m. to 9:00 a.m. and 4:00 p.m. to 7:00 p.m.**

**Maps #4 thru #45**

**Monday thru Sunday, 5:00 p.m. to 8:00 a.m. (the following morning)**

In addition, the Contractor shall not close or narrow a lane of traffic on **Any Map other than Map #2** detain and/or alter the traffic flow on or during holidays, 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 a.m.** December 31<sup>st</sup> and **7:00 p.m.** January 2<sup>nd</sup>. If New Year's Day is on a Friday, Saturday, Sunday or Monday, then until **7:00 p.m.** the following Tuesday.
3. For **Easter**, between the hours of **6:00 a.m.** Thursday and **7:00 p.m.** Monday.
4. For **Memorial Day**, between the hours of **6:00 a.m.** Friday and **7:00 p.m.** Tuesday.
5. For **Independence Day**, between the hours of **6:00 a.m.** the day before Independence Day and **7:00 p.m.** the day after Independence Day.

If **Independence Day** is on a Friday, Saturday, Sunday or Monday, then between the hours of **6:00 a.m.** the Thursday before Independence Day and **7:00 p.m.** the Tuesday after Independence Day.

6. For **Labor Day**, between the hours of **6:00 a.m.** Friday and **7:00 p.m.** Tuesday.
7. For **Thanksgiving**, between the hours of **6:00 a.m.** Tuesday and **7:00 p.m.** Monday.
8. For **Christmas**, between the hours of **6:00 a.m.** the Friday before the week of Christmas Day and **7:00 p.m.** 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 will not be 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 above and place traffic in the existing traffic pattern.

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

**INTERMEDIATE CONTRACT TIME NUMBER 3 AND LIQUIDATED DAMAGES:**

(5-21-13)

108

SP1 G14 I

The Contractor shall complete the work required of installing each new inductive loop after the removal of each existing loop by the milling, patching or resurfacing operations and shall place and maintain traffic on same.

The date of availability for this intermediate contract time for each inductive loop installation will be the date when the Contractor elects to disturb the existing inductive loop.

The completion date for this intermediate contract time for each inductive loop installation will be the date which is seven (7) consecutive calendar days after the date of availability.

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

**INTERMEDIATE CONTRACT TIME NUMBER 4 AND LIQUIDATED DAMAGES:**

(6-18-13)

108

SP1 G14 K

The Contractor shall complete the work required of **Map #2** and shall place and maintain traffic on same. **The intent of this intermediate contract time is for Map #2 to be completed during the time when Lockhart Elementary School is tracked out. Lockhart Elementary School is a year-round single track (Track 4A) school.**

The date of availability for this intermediate contract time is **either June 27, 2024 or June 27, 2025, as elected by the Contractor.**

The completion date for this intermediate contract time is the date which is **twenty-one (21)** consecutive calendar days after and including the date the Contractor begins this work.

The liquidated damages are **Six Hundred Dollars (\$ 600.00)** per calendar day.

**INTERMEDIATE CONTRACT TIME NUMBER 5 AND LIQUIDATED DAMAGES:**

(9-21-21)

108

SP1 G14 M

For each curb ramp location on a continuous pedestrian facility, the Contractor shall complete all work required of that curb ramp location as shown in the plans.

The date of availability for each individual intermediate contract time is the date when the Contractor elects to sever the existing continuous pedestrian facility.

The completion date for each individual intermediate contract time is the date which is **seven (7)** consecutive calendar days after and including the date of availability.

For each curb ramp location on a continuous pedestrian facility, the liquidated damages are **Two Hundred Fifty Dollars (\$ 250.00)** per calendar day.



**PROSECUTION OF WORK:**

(7-1-95) (Rev. 8-21-12)

108

SP1 G15R

The Contractor will be required to prosecute the work in a continuous and uninterrupted manner from the time he begins the work until completion and final acceptance of the project. The Contractor will not be permitted to suspend his operations except for reasons beyond his control or except where the Engineer has authorized a suspension of the Contractor's operations in writing.

In the event that the Contractor's operations are suspended in violation of the above provisions, the sum of \$ **1,100.00** will be charged the Contractor for each and every calendar day that such suspension takes place. The said amount is hereby agreed upon as liquidated damages due to extra engineering and maintenance costs and due to increased public hazard resulting from a suspension of the work. Liquidated damages chargeable due to suspension of the work will be additional to any liquidated damages that may become chargeable due to failure to complete the work on time.

**RAILROAD GRADE CROSSING:**

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

107-9

SP1 G17R

When the use of slow moving or stopped equipment is required over at-grade railroad crossings, the contractor shall contact the appropriate track owner to gain Right of Entry. The contractor shall be responsible for ascertaining and contacting the railroad track owner.

No separate payment will be made for conforming with the requirements of this Special Provision. Please contact the Resident Engineer or the NCDOT Rail Division - Engineering Coordination & Safety Branch - Surfaces & Encroachment Manager with any questions pertaining to the Right of Entry.

**MAJOR CONTRACT ITEMS:**

(2-19-02)(Rev. 1-16-24)

104

SP1 G28

The following listed items are the major contract items for this contract (see Article 104-5 of the *Standard Specifications*):

<b>Line #</b>	<b>Description</b>
10	Asphalt Concrete Surface Course, Type S9.5B
12	Patching Existing Pavement

**SPECIALTY ITEMS:**

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

108-6

SP1 G37

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

<b>Line #</b>	<b>Description</b>
24	Signing
31-36	Long-Life Pavement Markings
37	Permanent Pavement Markers
38	Signals/ITS System

**FUEL PRICE ADJUSTMENT:**

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

109-8

SP1 G43

Revise the *Standard Specifications* as follows:

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

The base index price for DIESEL #2 FUEL is \$ **2.7196** 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-%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.

**SCHEDULE OF ESTIMATED COMPLETION PROGRESS:**

(7-15-08)(Rev. 1-16-24)

108-2

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:

	<b><u>Fiscal Year</u></b>	<b><u>Progress (% of Dollar Value)</u></b>
2024	(7/01/23 - 6/30/24)	<b>12%</b> of Total Amount Bid
2025	(7/01/24 - 6/30/25)	<b>72%</b> of Total Amount Bid
2026	(7/01/25 - 6/30/26)	<b>16%</b> of Total Amount Bid

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.

**MINORITY BUSINESS ENTERPRISE AND WOMEN BUSINESS ENTERPRISE:**

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

102-15(J)

SP1 G66

**Description**

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

**Definitions**

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

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

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

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

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

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

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

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

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

*Replacement / Substitution* – A full or partial reduction in the amount of work subcontracted to a committed (or an approved substitute) MBE/WBE firm.

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

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

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

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

### **Forms and Websites Referenced in this Provision**

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

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

RF-1 *MBE/WBE Replacement Request Form* - Form for replacing a committed MBE or WBE.

<https://connect.ncdot.gov/projects/construction/Construction%20Forms/DBE%20MBE%20WBE%20Replacement%20Form%20and%20Instructions.pdf>

*SAF Subcontract Approval Form* - Form required for approval to sublet the contract.

<https://connect.ncdot.gov/projects/construction/Construction%20Forms/SAF%20Form%20-%20Subcontract%20Approval%20Form%20Revised%2004-19.xlsm>

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

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

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

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

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

[http://connect.ncdot.gov/municipalities/Bid%20Proposals%20for%20LGA%20Content/09%20MBE-WBE%20Subcontractors%20\(State\).docx](http://connect.ncdot.gov/municipalities/Bid%20Proposals%20for%20LGA%20Content/09%20MBE-WBE%20Subcontractors%20(State).docx)

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

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

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

The Combined MBE/WBE Goal for this project is **4.0 %**

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

(A) Minority Business Enterprises **2.0 %**

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

**(B) Women Business Enterprises 2.0 %**

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

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

**Directory of Transportation Firms (Directory)**

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

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

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

**Listing of MBE/WBE Subcontractors**

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

**(A) Electronic Bids**

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

- (1) Submit the names and addresses of MBE and WBE firms identified to participate in the contract. If the bidder uses the updated listing of MBE and WBE firms shown in the electronic submittal file, the bidder may use the dropdown menu to access the name and address of the firms.

- (2) Submit the contract line numbers of work to be performed by each MBE and WBE firm. When no figures or firms are entered, the bidder will be considered to have no MBE or WBE participation.
- (3) The bidder shall be responsible for ensuring that the MBE and WBE are certified at the time of bid by checking the Directory of Transportation Firms. If the firm is not certified at the time of the bid-letting, that MBE's or WBE's participation will not count towards achieving the Combined MBE/WBE goal.

(B) Paper Bids

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

### MBE or WBE Prime Contractor

When a certified MBE or WBE firm bids on a contract that contains a Combined MBE/WBE goal, the firm is responsible for meeting the goal or making good faith efforts to meet the goal, just like any other bidder. In most cases, a MBE or WBE bidder on a contract will meet the Combined MBE/WBE Goal by virtue of the work it performs on the contract with its own forces. However, all the work that is performed by the MBE or WBE bidder and any other similarly certified

subcontractors will count toward the goal. The MBE or WBE bidder shall list itself along with any MBE or WBE subcontractors, if any, in order to receive credit toward the goal.

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

### **Written Documentation – Letter of Intent**

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

The documentation shall be received in the office of the State Contractor Utilization Engineer or at DBE@ncdot.gov no later than 10:00 a.m. of the sixth calendar day following opening of bids, unless the sixth day falls on an official state holiday. In that situation, it is due in the office of the State Contractor Utilization Engineer no later than 10:00 a.m. on the next official state business day.

If the bidder fails to submit the Letter of Intent from each committed MBE and WBE to be used toward the Combined MBE/WBE Goal, or if the form is incomplete (i.e. both signatures are not present), the MBE/WBE participation will not count toward meeting the Combined MBE/WBE Goal. If the lack of this participation drops the commitment below the Combined MBE/WBE Goal, the Contractor shall submit evidence of good faith efforts for the goal, completed in its entirety, to the State Contractor Utilization Engineer or DBE@ncdot.gov no later than 10:00 a.m. on the eighth calendar day following opening of bids, unless the eighth day falls on an official state holiday. In that situation, it is due in the office of the State Contractor Utilization Engineer no later than 10:00 a.m. on the next official state business day.

### **Banking MBE/WBE Credit**

If the bid of the lowest responsive bidder exceeds \$500,000 and if the committed MBE/WBE participation submitted exceeds the algebraic sum of the Combined MBE/WBE Goal by \$1,000 or more, the excess will be placed on deposit by the Department for future use by the bidder. Separate accounts will be maintained for MBE and WBE participation and these may accumulate for a period not to exceed 24 months.

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

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

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



A hard copy and an electronic copy of this information shall be received in the office of the State Contractor Utilization Engineer or at DBE@ncdot.gov no later than 10:00 a.m. on the sixth calendar day following opening of bids unless the sixth day falls on an official state holiday. In that situation, it would be due in the office of the State Contractor Utilization Engineer no later than 10:00 a.m. on the next official state business day. If the contractor cannot send the information electronically, then one complete set and 5 copies of this information shall be received under the same time constraints above.

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

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

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

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

- (A) Soliciting through all reasonable and available means (e.g. attendance at pre-bid meetings, advertising, written notices, use of verifiable electronic means through the use of the NCDOT Directory of Transportation Firms) the interest of all certified MBEs/WBEs that are also prequalified subcontractors. The bidder must solicit this interest within at least 10 days prior to bid opening to allow the MBEs/WBEs to respond to the solicitation. Solicitation shall provide the opportunity to MBEs/WBEs within the Division and surrounding Divisions where the project is located. The bidder must determine with certainty if the MBEs/WBEs are interested by taking appropriate steps to follow up initial solicitations.
- (B) Selecting portions of the work to be performed by MBEs/WBEs in order to increase the likelihood that the Combined MBE/WBE Goal will be achieved.
  - (1) Where appropriate, break out contract work items into economically feasible units to facilitate MBE/WBE participation, even when the prime contractor might otherwise prefer to perform these work items with its own forces.
  - (2) Negotiate with subcontractors to assume part of the responsibility to meet the advertised goal when the work to be sublet includes potential for MBE/WBE participation (2<sup>nd</sup> and 3<sup>rd</sup> tier subcontractors).

- (C) Providing interested certified MBEs/WBEs that are also prequalified subcontractors with adequate information about the plans, specifications, and requirements of the contract in a timely manner to assist them in responding to a solicitation.
- (D)
  - (1) Negotiating in good faith with interested MBEs/WBEs. It is the bidder's responsibility to make a portion of the work available to MBE/WBE subcontractors and suppliers and to select those portions of the work or material needs consistent with the available MBE/WBE subcontractors and suppliers, so as to facilitate MBE/WBE participation. Evidence of such negotiation includes the names, addresses, and telephone numbers of MBEs/WBEs that were considered; a description of the information provided regarding the plans and specifications for the work selected for subcontracting; and evidence as to why additional agreements could not be reached for MBEs/WBEs to perform the work.
  - (2) A bidder using good business judgment would consider a number of factors in negotiating with subcontractors, including MBE/WBE subcontractors, and would take a firm's price and capabilities as well as the advertised goal into consideration. However, the fact that there may be some additional costs involved in finding and using MBEs/WBEs is not in itself sufficient reason for a bidder's failure to meet the contract goal, as long as such costs are reasonable. Also, the ability or desire of a prime contractor to perform the work of a contract with its own organization does not relieve the bidder of the responsibility to make good faith efforts. Bidding contractors are not, however, required to accept higher quotes from MBEs/WBEs if the price difference is excessive or unreasonable.
- (E) Not rejecting MBEs/WBEs as being unqualified without sound reasons based on a thorough investigation of their capabilities. The bidder's standing within its industry, membership in specific groups, organizations, or associates and political or social affiliations (for example, union vs. non-union employee status) are not legitimate causes for the rejection or non-solicitation of bids in the bidder's efforts to meet the project goal.
- (F) Making efforts to assist interested MBEs/WBEs in obtaining bonding, lines of credit, or insurance as required by the recipient or bidder.
- (G) Making efforts to assist interested MBEs/WBEs in obtaining necessary equipment, supplies, materials, or related assistance or services.
- (H) Effectively using the services of available minority/women community organizations; minority/women contractors' groups; Federal, State, and local minority/women business assistance offices; and other organizations as allowed on a case-by-case basis to provide assistance in the recruitment and placement of MBEs/WBEs. Contact within 7 days from the bid opening the Business Opportunity and Work Force Development Unit at [BOWD@ncdot.gov](mailto:BOWD@ncdot.gov) to give notification of the bidder's inability to get MBE or WBE quotes.
- (I) Any other evidence that the bidder submits which shows that the bidder has made reasonable good faith efforts to meet the advertised goal.

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

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

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

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

The State Prequalification Engineer will notify the contractor verbally and in writing of non-good faith. A contractor may appeal a determination of non-good faith made by the Goal Compliance Committee. If a contractor wishes to appeal the determination made by the Committee, they shall provide written notification to the State Prequalification Engineer or at [DBE@ncdot.gov](mailto:DBE@ncdot.gov). The appeal shall be made within 2 business days of notification of the determination of non-good faith.

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

#### **(A) Participation**

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

#### **(B) Joint Checks**

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

(C) Subcontracts (Non-Trucking)

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

(D) Joint Venture

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

(E) Suppliers

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

(F) Manufacturers and Regular Dealers

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

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

determined to be reasonable and not excessive as compared with fees customarily allowed for similar services.

### **Commercially Useful Function**

#### **(A) MBE/WBE Utilization**

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

#### **(B) MBE/WBE Utilization in Trucking**

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

- (1) The MBE/WBE shall be responsible for the management and supervision of the entire trucking operation for which it is responsible on a particular contract, and there shall not be a contrived arrangement for the purpose of meeting the Combined MBE/WBE Goal.
- (2) The MBE/WBE shall itself own and operate at least one fully licensed, insured, and operational truck used on the contract.
- (3) The MBE/WBE receives credit for the total value of the transportation services it provides on the contract using trucks it owns, insures, and operates using drivers it employs.
- (4) The MBE may subcontract the work to another MBE firm, including an owner-operator who is certified as a MBE. The same holds true that a WBE may subcontract the work to another WBE firm, including an owner-operator who is certified as a WBE. When this occurs, the MBE or WBE who subcontracts work receives credit for the total value of the transportation services the subcontracted MBE or WBE provides on the contract. It should be noted that every effort shall be made by MBE and WBE contractors to subcontract to the same certification (i.e.,

MBEs to MBEs and WBEs to WBEs), in order to fulfill the participation breakdown. This, however, may not always be possible due to the limitation of firms in the area. If the MBE or WBE firm shows a good faith effort has been made to reach out to similarly certified transportation service providers and there is no interest or availability, and they can get assistance from other certified providers, the Engineer will not hold the prime responsible for meeting the individual MBE or WBE participation breakdown.

- (5) The MBE/WBE may also subcontract the work to a non-MBE/WBE firm, including from an owner-operator. The MBE/WBE who subcontracts the work to a non-MBE/WBE is entitled to credit for the total value of transportation services provided by the non-MBE/WBE subcontractor not to exceed the value of transportation services provided by MBE/WBE-owned trucks on the contract. Additional participation by non-MBE/WBE subcontractors receives credit only for the fee or commission it receives as a result of the subcontract arrangement. The value of services performed under subcontract agreements between the MBE/WBE and the Contractor will not count towards the MBE/WBE contract requirement.
- (6) A MBE/WBE may lease truck(s) from an established equipment leasing business open to the general public. The lease must indicate that the MBE/WBE has exclusive use of and control over the truck. This requirement does not preclude the leased truck from working for others during the term of the lease with the consent of the MBE/WBE, so long as the lease gives the MBE/WBE absolute priority for use of the leased truck. This type of lease may count toward the MBE/WBE's credit as long as the driver is under the MBE/WBE's payroll.
- (7) Subcontracted/leased trucks shall display clearly on the dashboard the name of the MBE/WBE that they are subcontracted/leased to and their own company name if it is not identified on the truck itself. Magnetic door signs are not permitted.

### **MBE/WBE Replacement**

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

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

A committed MBE/WBE subcontractor may only be terminated after receiving the Department's written approval based upon a finding of good cause for the proposed termination and/or substitution. For purposes of this section, good cause shall include the following circumstances:

- (a) The listed MBE/WBE subcontractor fails or refuses to execute a written contract;
- (b) The listed MBE/WBE subcontractor fails or refuses to perform the work of its subcontract in a way consistent with normal industry standards. Provided, however, that good cause does not exist if the failure or refusal of the MBE/WBE subcontractor to perform its work on the subcontract results from the bad faith or discriminatory action of the prime contractor;
- (c) The listed MBE/WBE subcontractor fails or refuses to meet the prime contractor's reasonable, nondiscriminatory bond requirements;
- (d) The listed MBE/WBE subcontractor becomes bankrupt, insolvent, or exhibits credit unworthiness;
- (e) The listed MBE/WBE subcontractor is ineligible to work on public works projects because of suspension and debarment proceedings pursuant to 2 CFR Parts 180, 215 and 1,200 or applicable state law;
- (f) The listed MBE/WBE subcontractor is not a responsible contractor;
- (g) The listed MBE/WBE voluntarily withdraws from the project and provides written notice of withdrawal;
- (h) The listed MBE/WBE is ineligible to receive MBE/WBE credit for the type of work required;
- (i) A MBE/WBE owner dies or becomes disabled with the result that the listed MBE/WBE contractor is unable to complete its work on the contract;
- (j) Other documented good cause that compels the termination of the MBE/WBE subcontractor. Provided, that good cause does not exist if the prime contractor seeks to terminate a MBE/WBE it relied upon to obtain the contract so that the prime contractor can self-perform the work for which the MBE/WBE contractor was engaged or so that the prime contractor can substitute another MBE/WBE or non-MBE/WBE contractor after contract award.

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

(A) Performance Related Replacement

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

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

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

(B) Decertification Replacement

- (1) When a committed MBE/WBE is decertified by the Department after the SAF (*Subcontract Approval Form*) has been received by the Department, the Department will not require the Contractor to solicit replacement MBE/WBE participation equal to the remaining work to be performed by the decertified firm. The participation equal to the remaining work performed by the decertified firm will count toward the contract goal requirement.
- (2) When a committed MBE/WBE is decertified prior to the Department receiving the SAF (*Subcontract Approval Form*) for the named MBE/WBE firm, the Contractor shall take all necessary and reasonable steps to replace the MBE/WBE subcontractor with another MBE/WBE subcontractor to perform at least the same amount of work to meet the Combined MBE/WBE goal requirement. If a MBE/WBE firm is not found to do the same amount of work, a good faith effort must be submitted to NCDOT (see A herein for required documentation).
- (3) Exception: If the MBE/WBE's ineligibility is caused solely by its having exceeded the size standard during the performance of the contract, the Department will not require the Contractor to solicit replacement MBE/WBE participation equal to the remaining work to be performed by the decertified firm. The participation equal to the remaining work performed by the decertified firm will count toward the contract goal requirement and overall goal.

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



**Changes in the Work**

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

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

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

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

**Reports and Documentation**

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

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

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

**Reporting Minority and Women Business Enterprise Participation**

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

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

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

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

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

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

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

At any time, the Engineer can request written verification of subcontractor payments.

The Contractor shall report the accounting of payments through the Department's Payment Tracking System.

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

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

### **RESTRICTIONS ON ITS EQUIPMENT AND SERVICES:**

(11-17-20)

SP01 G090

All telecommunications, video or other ITS equipment or services installed or utilized on this project must be in conformance with UNIFORM ADMINISTRATIVE REQUIREMENTS, COST PRINCIPLES, AND AUDIT REQUIREMENTS FOR FEDERAL AWARDS **2 CFR, § 200.216**  
**Prohibition on certain telecommunications and video surveillance services or equipment.**

### **USE OF UNMANNED AIRCRAFT SYSTEM (UAS):**

(8-20-19)

SP1 G092

The Contractor shall adhere to all Federal, State and Local regulations and guidelines for the use of Unmanned Aircraft Systems (UAS). This includes but is not limited to US 14 CFR Part 107 *Small UAS Rule*, NC GS 15A-300.2 *Regulation of launch and recovery sites*, NC GS 63-95 *Training required for the operation of unmanned aircraft systems*, NC GS 63-96 *Permit required for commercial operation of unmanned aircraft system*, and NCDOT UAS Policy. The required operator certifications include possessing a current Federal Aviation Administration (FAA) Remote Pilot Certificate, a NC UAS Operator Permit as well as operating a UAS registered with the FAA.

Prior to beginning operations, the Contractor shall complete the NCDOT UAS – Flight Operation Approval Form and submit it to the Engineer for approval. All UAS operations shall be approved by the Engineer prior to beginning the operations.

All contractors or subcontractors operating UAS shall have UAS specific general liability insurance to cover all operations under this contract.

The use of UAS is at the Contractor's discretion. No measurement or payment will be made for the use of UAS. In the event that the Department directs the Contractor to utilize UAS, payment will be in accordance with Article 104-7 Extra Work.

**EQUIPMENT IDLING GUIDELINES:**

(1-19-21)

107

SP1 G096

Exercise reduced fuel consumption and reduced equipment emissions during the construction of all work associated with this contract. Employees engaged in the construction of this project should turn off vehicles when stopped for more than thirty (30) minutes and off-highway equipment should idle no longer than fifteen (15) consecutive minutes.

These guidelines for turning off vehicles and equipment when idling do not apply to:

1. Idling when queuing.
2. Idling to verify the vehicle is in safe operating condition.
3. Idling for testing, servicing, repairing or diagnostic purposes.
4. Idling necessary to accomplish work for which the vehicle was designed (such as operating a crane, mixing concrete, etc.).
5. Idling required to bring the machine system to operating temperature.
6. Emergency vehicles, utility company, construction, and maintenance vehicles where the engines must run to perform needed work.
7. Idling to ensure safe operation of the vehicle.
8. Idling when the propulsion engine is providing auxiliary power for other than heating or air conditioning. (such as hydraulic systems for pavers)
9. When specific traffic, safety, or emergency situations arise.
10. If the ambient temperature is less than 32 degrees Fahrenheit. Limited idling to provide for the safety of vehicle occupants (e.g. to run the heater).
11. If the ambient temperature is greater than 90 degrees Fahrenheit. Limited idling to provide for the safety of vehicle occupants of off-highway equipment (e.g. to run the air conditioning) no more than 30 minutes.
12. Diesel powered vehicles may idle for up to 30 minutes to minimize restart problems.

Any vehicle, truck, or equipment in which the primary source of fuel is natural gas or electricity is exempt from the idling limitations set forth in this special provision.

**OUTSOURCING OUTSIDE THE USA:**

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

SP1 G150

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

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

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

**PROJECT SPECIAL PROVISIONS**

**ROADWAY**

**SHOULDER RECONSTRUCTION PER SHOULDER MILE:**

(1-18-00) (Rev. 1-17-23)

560, 1019

SPI R07R

**Description**

The work covered by this provision consists of clipping high shoulders and reconstructing the earth shoulder in accordance with Standard Drawing No. 560.01 and 560.02 of the *Roadway Standard Drawings* with the following exceptions: the width will be shown on typical sections, or to the existing shoulder point, whichever is nearer, as long as the desired typical is achieved. Seeding and mulching shall be performed upon completion of shoulder grading when earth borrow is used.

This work shall be performed immediately after the resurfacing operations are complete as directed by the Engineer.

**Materials**

The Contractor shall furnish all earth material necessary for the construction of the shoulders in accordance with Section 1019 of the *Standard Specifications*. All soil is subject to test and acceptance or rejection by the Engineer.

The Contractor **is required to use Aggregate Shoulder Borrow (ASB) on all maps with shoulder reconstruction with the exception of areas considered residential lawns, where borrow excavation is needed. Borrow excavation shall be used in lieu of ASB if directed by the contract or Engineer.**

ASB shall meet the following gradation:

<u>Sieve</u>	<u>Percent Passing</u>
1 1/2"	100
1/2"	55 - 95
#4	35 - 74

**Construction Methods**

Obtain material from within the project limits or approved source. Prior to adding ASB material, the existing shoulder shall be scarified to provide the proper bond and shall be compacted to the satisfaction of the Engineer.

Any excess material generated by the shoulder reconstruction shall be disposed of by the Contractor in an approved disposal site.

**Measurement and Payment**

*Shoulder Reconstruction* will be measured and paid as the actual number of miles of shoulders that have been reconstructed and accepted by the Engineer. Measurement will be made along the

surface of each shoulder to the nearest 0.01 of a mile. Such price will include disposing of any excess material in an approved disposal site, and for all labor, tools, equipment, and incidentals necessary to complete the work.

*Aggregate Shoulder Borrow* will be measured and paid at the contract unit price per ton that has been incorporated into the completed work that is accepted by the Engineer. The number of tons of material is determined by weighing the material in trucks in accordance with Article 106-7. No deductions will be made for any moisture contained in the aggregate at time of weighing.

*Borrow Excavation* will be measured and paid in accordance with Section 230 of the *Standard Specifications* for earth material furnished by the Contractor. The requirements of Article 104-5 of the *Standard Specifications* pertaining to revised contract prices for overrunning minor items will not apply to the item of *Borrow Excavation*.

*Incidental Stone Base* will be measured and paid as provided in Article 545-6 of the *Standard Specifications*. Where ASB is used, *Incidental Stone Base* will not be required.

*Seeding and Mulching* will be measured and paid as provided in Article 1660-8 of the *Standard Specifications*.

Where ASB is used, seeding and mulching will not be required.

Payment will be made under:

**Pay Item**

Shoulder Reconstruction  
Aggregate Shoulder Borrow

**Pay Unit**

Shoulder Mile  
Ton

**CONSTRUCTION SEQUENCE:**

(7-1-95) (Rev. 8-21-12)

560

SP1 R34R

Pave each section of roadway begun in a continuous operation. Do not begin work on another section of roadway unless satisfactory progress is being made toward completion of intersections and all other required incidental work by satisfactorily furnishing additional paving equipment and personnel, except for milling and patching operations.

**INCIDENTAL STONE BASE:**

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

545

SP5 R28R

**Description**

Place incidental stone base on driveways, mailboxes, etc. immediately after paving and do not have the paving operations exceed stone base placement by more than one week without written permission of the Engineer.

**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*.

**SHOULDER WEDGE:**

(9-20-11)(Rev. 1-16-24)

610

SP6 R03R

Revise the *Standard Specifications* as follows:

**Page 6-21, Article 610-8, SPREADING AND FINISHING**, add the following after line 40:

Attach a device, mounted on screed of paving equipment, capable of constructing a shoulder wedge with an angle of 30 degrees plus or minus 4 degrees along the outside edge of the roadway, measured from the horizontal plane in place after final compaction on the final surface course. Use an approved mechanical device which will form the asphalt mixture to produce a wedge with uniform texture, shape and density while automatically adjusting to varying heights.

Payment for use of this device will be incidental to the other pay items in the contract.

**PRICE ADJUSTMENT - ASPHALT BINDER FOR PLANT MIX:**

(11-21-00)(Rev. 1-16-24)

620

SP6 R25

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

The base price index for asphalt binder for plant mix is \$ **583.75** per ton.

This base price index represents an average of F.O.B. selling prices of asphalt binder at supplier's terminals on **February 1, 2024**.

**FINAL SURFACE TESTING NOT REQUIRED:**

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

610

SP6 R45

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

**RESURFACING EXISTING BRIDGES (with Milling):**

(3-20-12) (Rev. 8-21-12)

SP6 R61BR

The Contractor's attention is directed to the fact that he will be required to mill and resurface the bridges on this project if directed by the Engineer.

Place the surface so as to follow a grade line set by the Engineer with the minimum thickness as shown on the sketch herein or as directed by the Engineer. State Forces will make all necessary repairs to the bridge floors prior to the time that the Contractor places the proposed surfacing. Give the Engineer at least 15 days' notice prior to the expected time to begin operations so that State Forces will have sufficient time to complete their work.

At all bridges that are not to be resurfaced, mill a taper into existing pavement for a length of 25 feet per inch of final surface. A temporary asphalt wedge will be required immediately after

milling to ensure smooth travel if the final layer of surface course is not placed on the same day as milling.

**GUIDELINES FOR LANE WIDTH ON RESURFACING PROJECTS IN DIVISION**

**FIVE:**

The Contractor shall place the pavement markings in accordance with this table and detail unless otherwise directed by the Engineer.

**TWO-LANE, TWO-WAY ROADWAY 55 MPH**

<b><u>ROADWAY WIDTH</u></b>	<b><u>LANE WIDTH</u></b>	<b><u>SHOULDER WIDTH</u></b>
18'	9'*	0'
20'	10'*	0'
22'	10'	1'
24'	10'	2'
26'	11'	2'
28'	12'	2'
32'	12'	4'

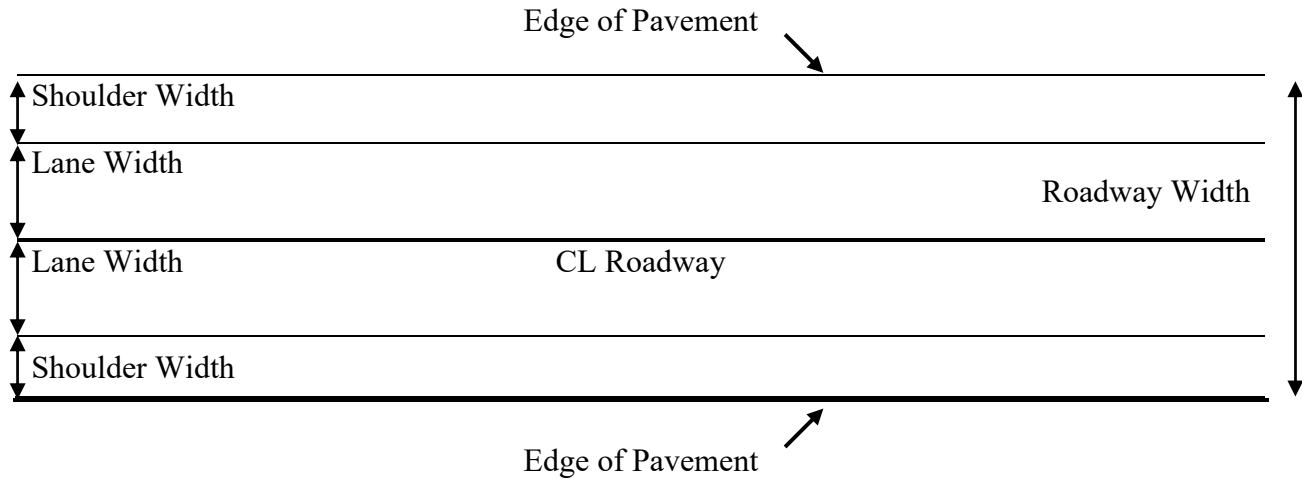
**TWO-LANE, TWO-WAY ROADWAY 50 MPH or LESS**

<b><u>ROADWAY WIDTH</u></b>	<b><u>LANE WIDTH</u></b>	<b><u>SHOULDER WIDTH</u></b>
18'	9'*	0'
20'	10'*	0'
22'	10'	1'
24'	10'	2'
26'	11'	2'
28'	11'	3'
32'	11'	5'

\*May vary due to pavement width.



**SCHEMATIC OF ROADWAY**  
(Not to Scale)



**REMOVE AND REPLACE SIDEWALK:**

**Description**

The Contractor shall remove and replace sidewalk within the limits shown in the plans or as directed. All work for this item shall be in accordance with Section 848 of the *Standard Specifications*.

Disposal of existing sidewalk shall be incidental to the item *Remove and Replace Sidewalk*.

**Measurement and Payment**

*Remove and Replace Sidewalk* will be measured and paid for in units of square yards. Such price and payment will be full compensation for removal and disposal of existing sidewalk, excavating, backfilling, forming, placing all concrete, finishing, constructing and sealing joints, and all incidentals necessary to complete the work.

Payment will be made under:

<b>Pay Item</b>	<b>Pay Unit</b>
Remove and Replace Sidewalk	Square Yard

**REMOVE CURB & GUTTER:**

**Description**

Sawcut, break up, remove, and satisfactorily dispose of the existing curb & gutter to the nearest concrete joint within the limits shown in the plans or as directed. Backfill with suitable soil and seed and mulch the disturbed area per Section 1600 in the *Standard Specifications*.

In locations where curb and gutter removal is to address ADA curb ramp compliance, sidewalks, curb ramps, and other flatwork will be paid for under separate line items. Such locations will be indicated on the plans or directed by the Engineer.

Disposal of existing curb & gutter shall be incidental to the item *Remove Curb & Gutter*.

### **Measurement and Payment**

*Remove Curb & Gutter* will be measured and paid in units of Linear Feet. Such price and payment will be full compensation for removal and disposal of the curb & gutter, backfilling, seeding, mulching the disturbed area, and all other incidentals necessary to complete the work. Required sidewalks, curb ramps, and other flatwork installed in lieu of backfilling with soil will be paid for under a separate pay item.

Payment will be made under:

#### **Pay Item**

Remove Curb & Gutter

#### **Pay Unit**

Linear Feet

### **REMOVE CURB RAMP:**

#### **Description**

Sawcut, break up, remove, and satisfactorily dispose of the existing curb ramp and curb cut, including the curb cut transitions, to the nearest concrete joint within the limits shown in the plans or as directed. Backfill with suitable soil and seed and mulch the disturbed area per Section 1600 in the *Standard Specifications*. The existing curb cut and curb cut transitions will be replaced with curb and gutter to match the existing conditions and will be paid for under a separate pay item.

In locations where curb ramp removal is to address ADA curb ramp compliance, sidewalks, curb ramps, and other flatwork will be paid for under separate line items. Such locations will be indicated on the plans or directed by the Engineer.

Disposal of existing curb ramp shall be incidental to the item *Remove Curb Ramp*.

### **Measurement and Payment**

*Remove Curb Ramp* will be measured and paid in units of Each. Such price and payment will be full compensation for removal and disposal of the existing curb ramp, curb cut, curb cut transitions, backfilling, seeding, mulching the disturbed area, and all other incidentals necessary to complete the work. Required sidewalks, curb ramps, and other flatwork installed in lieu of backfilling with soil will be paid for under a separate pay item.

Payment will be made under:

#### **Pay Item**

Remove Curb Ramp

#### **Pay Unit**

Each

**REMOVE AND REPLACE 2'-6" CURB & GUTTER:****Description**

The Contractor shall remove and replace existing curb & gutter within the limits shown in the plans or as directed. All work for this item shall be in accordance with Section 846 of the *Standard Specifications*.

Disposal of existing curb & gutter shall be incidental to the item *Remove and Replace 2'-6" Curb & Gutter*.

**Measurement and Payment**

*Remove and Replace 2'-6" Curb & Gutter* will be measured and paid for in units of linear feet. Such price and payment will be full compensation for removal and disposal of existing curb & gutter, excavating and backfilling, forming, placing all concrete, finishing, constructing and sealing joints, and all incidentals necessary to complete the work.

Payment will be made under:

**Pay Item**

Remove and Replace 2'-6" Curb & Gutter

**Pay Unit**

Linear Feet

**REMOVE SIDEWALK:****Description**

Sawcut, break up, remove, and satisfactorily dispose of the existing sidewalk to the nearest concrete joint within the limits shown in the plans or as directed. Backfill with suitable soil and seed and mulch the disturbed area per Section 1600 in the *Standard Specifications*.

In locations where sidewalk removal is to address ADA curb ramp compliance, sidewalks, curb ramps, and other flatwork will be paid for under separate line items. Such locations will be indicated on the plans or directed by the Engineer.

Disposal of existing sidewalk shall be incidental to the item *Remove Sidewalk*.

**Measurement and Payment**

*Remove Sidewalk* will be measured and paid in units of Square Yards. Such price and payment will be full compensation for removal and disposal of the existing sidewalk, backfilling, seeding, mulching the disturbed area, and all other incidentals necessary to complete the work. Required sidewalks, curb ramps, and other flatwork installed in lieu of backfilling with soil will be paid for under a separate pay item.

Payment will be made under:

**Pay Item**

Remove Sidewalk

**Pay Unit**

Square Yard

**PATCHING EXISTING PAVEMENT:**

(1-15-02) (Rev. 1-16-24)

610

SP6 R88R

**Description**

The Contractor's attention is directed to the fact that there are areas of existing pavement on this project that will require repair prior to resurfacing. Patch the areas that, in the opinion of the Engineer, need repairing. The areas to be patched will be delineated by the Engineer prior to the Contractor performing repairs.

**Materials**

The patching consists of Asphalt Concrete Base Course, Asphalt Concrete Intermediate Course, Asphalt Concrete Surface Course, or a combination of base, intermediate and surface course.

**Construction Methods**

Remove existing pavement at locations directed by the Engineer in accordance with Section 250 of the *Standard Specifications*.

Place Asphalt Concrete Base Course in lifts not exceeding 5.5 inches. Utilize compaction equipment suitable for compacting patches as small as 3.5 feet by 6 feet on each lift. Use an approved compaction pattern to achieve proper compaction. If patched pavement is to be open to traffic between December through March of the following year, use Asphalt Concrete Intermediate Course or Asphalt Concrete Surface Course as the top layer of the patch.

Schedule operations so that all areas where pavement has been removed will be repaired on the same day of the pavement removal and all lanes of traffic restored.

**Measurement and Payment**

*Patching Existing Pavement* will be measured and paid as the actual number of tons of asphalt plant mix complete in place that has been used to make completed and accepted repairs. The asphalt plant mixed material will be measured by being weighed in trucks on certified platform scales or other certified weighing devices. The above price and payment will be full compensation for all work covered by this provision, including but not limited to removal and disposal of all types of pavement; furnishing and applying tack coat; furnishing, placing, and compacting of asphalt plant mix; and furnishing scales.

Furnishing asphalt binder will be paid as provided in Article 620-4 for *Asphalt Binder for Plant Mix* for each grade required.

Payment will be made under:

**Pay Item**

Patching Existing Pavement

**Pay Unit**

Ton

**ADJUSTMENT OF MANHOLES:**

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

858

SP8 R95R

The Contractor's attention is directed to Section 858-3 of the *Standard Specifications*.

The use of cast iron or steel fittings in the adjustment of manholes will not be permitted on this project except where it is considered by the Engineer to be in the best interest of the Department to allow rings to be used. When rings are permitted for the adjustment of manholes, the rings shall have satisfactory bearing on the existing manhole frames and 50 percent of the circumference shall be tack welded at four equally spaced locations as directed by the Engineer. If the existing covers do not fit the rings, furnish and install new covers at no additional expense to the Department.

**ADJUSTMENT OF METER BOXES AND VALVE BOXES:**

858

The Contractor's attention is directed to Article 858-3 of the *Standard Specifications*. Cast iron or steel fittings will not be permitted for the adjustment of meter boxes and valve boxes on this project.

**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."

**STANDARD SPECIAL PROVISION**  
**AVAILABILITY OF FUNDS – TERMINATION OF CONTRACTS**

(5-20-08)(Rev. 1-16-24)

Z-2

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

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

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

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

(5-17-11)

Z-3

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

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

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

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

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

<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 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	



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

Barnyard Grass  
Big Bluestem  
Little Bluestem  
Bristly Locust  
Birdsfoot Trefoil  
Indiangrass  
Orchardgrass  
Switchgrass  
Yellow Blossom Sweet Clover

**STANDARD SPECIAL PROVISION****ERRATA**

(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.

**STANDARD SPECIAL PROVISION**

**MINIMUM WAGES**

(7-21-09)

Z-5

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

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

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

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

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

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

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

**STANDARD SPECIAL PROVISION****TITLE VI AND NONDISCRIMINATION:**

(6-28-77)(Rev 1/16/2024)

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The North Carolina Department of Transportation is committed to carrying out the U.S. Department of Transportation's policy of ensuring nondiscrimination in the award and administration of contracts.

The provisions of this section related to United States Department of Transportation (US DOT) Order 1050.2A, Title 49 Code of Federal Regulations (CFR) part 21, 23 United States Code (U.S.C.) 140 and 23 CFR part 200 (or 49 CFR 303, 49 U.S.C. 5332 or 49 U.S.C. 47123) are applicable to all North Carolina Department of Transportation (NCDOT) contracts and to all related subcontracts, material supply, engineering, architectural and other service contracts, regardless of dollar amount. Any Federal provision that is specifically required not specifically set forth is hereby incorporated by reference.

**(1) Title VI Assurances (USDOT Order 1050.2A, Appendix A)**

During the performance of this contract, the contractor, for itself, its assignees, and successors in interest (hereinafter referred to as the "contractor") agrees as follows:

**(a) Compliance with Regulations**

The contractor (hereinafter includes consultants) shall comply with the Acts and the Regulations relative to Nondiscrimination in Federally-assisted programs of the U.S. Department of Transportation, Federal Highway Administration (FHWA), as they may be amended from time to time, which are herein incorporated by reference and made a part of this contract.

**(b) Nondiscrimination**

The contractor, with regard to the work performed by it during the contract, shall not discriminate on the grounds of race, color, or national origin in the selection and retention of subcontractors, including procurements of materials and leases of equipment. The contractor shall not participate directly or indirectly in the discrimination prohibited by the Acts and the Regulations, including employment practices when the contract covers any activity, project, or program set forth in Appendix B of 49 CFR Part 21.

**(c) Solicitations for Subcontractors, Including Procurements of Materials and Equipment**

In all solicitations, either by competitive bidding, or negotiation made by the contractor for work to be performed under a subcontract, including procurements of materials, or leases of equipment, each potential subcontractor or supplier shall be notified by the contractor of the contractor's obligations under this contract and the Acts and the Regulations relative to Nondiscrimination on the grounds of race, color, or national origin.

**(d) Information and Reports**

The contractor shall provide all information and reports required by the Acts, the Regulations, and directives issued pursuant thereto and shall permit access to its books, records, accounts, other sources of information, and its facilities as may be determined by the Recipient or the FHWA to be pertinent to ascertain compliance with such Acts, Regulations, and instructions. Where any information required of a contractor is in the exclusive possession of another who fails or refuses to furnish the information, the

contractor shall so certify to the Recipient or the FHWA, as appropriate, and shall set forth what efforts it has made to obtain the information.

(e) Sanctions for Noncompliance:

In the event of a contractor's noncompliance with the Non-discrimination provisions of this contract, the Recipient will impose such contract sanctions as it and/or the FHWA may determine to be appropriate, including, but not limited to:

- (i) Withholding payments to the contractor under the contract until the contractor complies; and/or
- (ii) Cancelling, terminating, or suspending a contract, in whole or in part.

(f) Incorporation of Provisions

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

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

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

(a) During the performance of this contract or agreement, contractors (e.g., subcontractors, consultants, vendors, prime contractors) are responsible for complying with NCDOT's Title VI Program. Contractors are not required to prepare or submit Title VI Programs. To comply with this section, the prime contractor shall:

1. Post NCDOT's Notice of Nondiscrimination and the Contractor's own Equal Employment Opportunity (EEO) Policy in conspicuous locations accessible to all employees, applicants and subcontractors on the jobsite.
2. Physically incorporate the required Title VI clauses into all subcontracts on federally-assisted and state-funded NCDOT projects, and ensure inclusion by subcontractors into all lower-tier subcontracts.
3. Required Solicitation Language. The Contractor shall include the following notification in all solicitations for bids and requests for work or material, regardless of funding source:

“The North Carolina Department of Transportation, in accordance with the provisions of Title VI of the Civil Rights Act of 1964 (78 Stat. 252, 42 U.S.C. §§ 2000d to 2000d-4) and the Regulations, hereby notifies all bidders that it will affirmatively ensure that any contract entered into pursuant to this advertisement,

disadvantaged business enterprises will be afforded full and fair opportunity to submit bids in response to this invitation and will not be discriminated against on the grounds of race, color, or national origin in consideration for an award. In accordance with other related nondiscrimination authorities, bidders and contractors will also not be discriminated against on the grounds of sex, age, disability, low-income level, creed/religion, or limited English proficiency in consideration for an award.”

4. Physically incorporate the FHWA-1273, in its entirety, into all subcontracts and subsequent lower tier subcontracts on Federal-aid highway construction contracts only.
  5. Provide language assistance services (i.e., written translation and oral interpretation), free of charge, to LEP employees and applicants. Contact NCDOT OCR for further assistance, if needed.
  6. For assistance with these Title VI requirements, contact the NCDOT Title VI Nondiscrimination Program at 1-800-522-0453.
- (b) Subrecipients (e.g. cities, counties, LGAs, planning organizations) may be required to prepare and submit a Title VI Plan to NCDOT, including Title VI Assurances and/or agreements. Subrecipients must also ensure compliance by their contractors and subrecipients with Title VI. (23 CFR 200.9(b)(7))
- (c) If reviewed or investigated by NCDOT, the contractor or subrecipient agrees to take affirmative action to correct any deficiencies found within a reasonable time period, not to exceed 90 calendar days, unless additional time is granted by NCDOT. (23 CFR 200.9(b)(15))
- (d) The Contractor is responsible for notifying subcontractors of NCDOT’s External Discrimination Complaints Process.
1. **Applicability**  
Title VI and related laws protect participants and beneficiaries (e.g., members of the public and contractors) from discrimination by NCDOT employees, subrecipients and contractors, regardless of funding source.
  2. **Eligibility**  
Any person—or class of persons—who believes he/she has been subjected to discrimination based on race, color, national origin, Limited English Proficiency (LEP), sex, age, or disability (and religion in the context of employment, aviation, or transit) may file a written complaint. The law also prohibits intimidation or retaliation of any sort.
  3. **Time Limits and Filing Options**  
Complaints may be filed by the affected individual(s) or a representative and must be filed no later than 180 calendar days after the following:
    - (i) The date of the alleged act of discrimination; or
    - (ii) The date when the person(s) became aware of the alleged discrimination; or
    - (iii) Where there has been a continuing course of conduct, the date on which that conduct was discontinued or the latest instance of the conduct.Title VI and related discrimination complaints may be submitted to the following entities:
    - North Carolina Department of Transportation, Office of Civil Rights, Title VI Program, 1511 Mail Service Center, Raleigh, NC 27699-1511; toll free 1-800-522-0453

- Federal Highway Administration, North Carolina Division Office, 310 New Bern Avenue, Suite 410, Raleigh, NC 27601, 919-747-7010
  - US Department of Transportation, Departmental Office of Civil Rights, External Civil Rights Programs Division, 1200 New Jersey Avenue, SE, Washington, DC 20590; 202-366-4070
4. **Format for Complaints**  
 Complaints must be in writing and signed by the complainant(s) or a representative, and include the complainant’s name, address, and telephone number. Complaints received by fax or e-mail will be acknowledged and processed. Allegations received by telephone will be reduced to writing and provided to the complainant for confirmation or revision before processing. Complaints will be accepted in other languages, including Braille.
  5. **Discrimination Complaint Form**  
 Contact NCDOT Civil Rights to receive a full copy of the Discrimination Complaint Form and procedures.
  6. **Complaint Basis**  
 Allegations must be based on issues involving race, color, national origin (LEP), sex, age, disability, or religion (in the context of employment, aviation or transit). “Basis” refers to the complainant’s membership in a protected group category.

**TABLE 103-1  
COMPLAINT BASIS**

<b>Protected Categories</b>	<b>Definition</b>	<b>Examples</b>	<b>Applicable Nondiscrimination Authorities</b>
Race and Ethnicity	An individual belonging to one of the accepted racial groups; or the perception, based usually on physical characteristics that a person is a member of a racial group	Black/African American, Hispanic/Latino, Asian, American Indian/Alaska Native, Native Hawaiian/Pacific Islander, White	Title VI of the Civil Rights Act of 1964; 49 CFR Part 21; 23 CFR 200; 49 U.S.C. 5332(b); 49 U.S.C. 47123. <i>(Executive Order 13166)</i>
Color	Color of skin, including shade of skin within a racial group	Black, White, brown, yellow, etc.	
National Origin <i>(Limited English Proficiency)</i>	Place of birth. Citizenship is not a factor. <i>(Discrimination based on language or a person’s accent is also covered)</i>	Mexican, Cuban, Japanese, Vietnamese, Chinese	
Sex	Gender. The sex of an individual. <i>Note: Sex under this program does not include sexual orientation.</i>	Women and Men	1973 Federal-Aid Highway Act; 49 U.S.C. 5332(b); 49 U.S.C. 47123.
Age	Persons of any age	21-year-old person	Age Discrimination Act of 1975 49 U.S.C. 5332(b); 49 U.S.C. 47123.
Disability	Physical or mental impairment, permanent or temporary, or perceived.	Blind, alcoholic, para-amputee, epileptic, diabetic, arthritic	Section 504 of the Rehabilitation Act of 1973; Americans with Disabilities Act of 1990



<p>Religion (in the context of employment) <i>(Religion/ Creed in all aspects of any aviation or transit-related construction)</i></p>	<p>An individual belonging to a religious group; or the perception, based on distinguishable characteristics that a person is a member of a religious group. In practice, actions taken as a result of the moral and ethical beliefs as to what is right and wrong, which are sincerely held with the strength of traditional religious views. <b>Note:</b> Does not have to be associated with a recognized religious group or church; if an individual sincerely holds to the belief, it is a protected religious practice.</p>	<p>Muslim, Christian, Sikh, Hindu, etc.</p>	<p>Title VII of the Civil Rights Act of 1964; 23 CFR 230; FHWA-1273 Required Contract Provisions. <i>(49 U.S.C. 5332(b); 49 U.S.C. 47123)</i></p>
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**(3) Pertinent Nondiscrimination Authorities**

During the performance of this contract, the contractor, for itself, its assignees, and successors in interest agrees to comply with the following non-discrimination statutes and authorities, including, but not limited to:

- (a) Title VI of the Civil Rights Act of 1964 (42 U.S.C. § 2000d et seq., 78 stat. 252), (prohibits discrimination on the basis of race, color, national origin); and 49 CFR Part 21.
- (b) The Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970, (42 U.S.C. § 4601), (prohibits unfair treatment of persons displaced or whose property has been acquired because of Federal or Federal-aid programs and projects);
- (c) Federal-Aid Highway Act of 1973, (23 U.S.C. § 324 et seq.), (prohibits discrimination on the basis of sex);
- (d) Section 504 of the Rehabilitation Act of 1973, (29 U.S.C. § 794 et seq.), as amended, (prohibits discrimination on the basis of disability) and 49 CFR Part 27;
- (e) The Age Discrimination Act of 1975, as amended, (42 U.S.C. § 6101 et seq.), (prohibits discrimination on the basis of age);
- (f) Airport and Airway Improvement Act of 1982, (49 USC § 471, Section 47123), as amended, (prohibits discrimination based on race, creed, color, national origin, or sex);
- (g) The Civil Rights Restoration Act of 1987, (PL 100-209), (Broadened the scope, coverage and applicability of Title VI of the Civil Rights Act of 1964, The Age Discrimination Act of 1975 and Section 504 of the Rehabilitation Act of 1973, by expanding the definition of the terms "programs or activities" to include all of the programs or activities of the Federal-aid recipients, sub-recipients and contractors, whether such programs or activities are Federally funded or not);
- (h) Titles II and III of the Americans with Disabilities Act, which prohibit discrimination on the basis of disability in the operation of public entities, public and private transportation systems, places of public accommodation, and certain testing entities (42 U.S.C. §§ 12131-12189) as implemented by Department of Transportation regulations at 49 C.F.R. parts 37 and 38;
- (i) The Federal Aviation Administration's Nondiscrimination statute (49 U.S.C. § 47123) (prohibits discrimination on the basis of race, color, national origin, and sex);
- (j) Executive Order 12898, Federal Actions to Address Environmental Justice in Minority Populations and Low-Income Populations, which ensures Nondiscrimination against minority populations by discouraging programs, policies, and activities with

- disproportionately high and adverse human health or environmental effects on minority and low-income populations;
- (k) Executive Order 13166, Improving Access to Services for Persons with Limited English Proficiency, and resulting agency guidance, national origin discrimination includes discrimination because of Limited English proficiency (LEP). To ensure compliance with Title VI, you must take reasonable steps to ensure that LEP persons have meaningful access to your programs (70 Fed. Reg. at 74087 to 74100);
  - (l) Title IX of the Education Amendments of 1972, as amended, which prohibits you from discriminating because of sex in education programs or activities (20 U.S.C. 1681 et seq).
  - (m) Title VII of the Civil Rights Act of 1964 (42 U.S.C. § 2000e et seq., Pub. L. 88-352), (prohibits employment discrimination on the basis of race, color, religion, sex, or national origin).
- (4) **Additional Title VI Assurances**

*\*\*The following Title VI Assurances (Appendices B, C and D) shall apply, as applicable*

- (a) Clauses for Deeds Transferring United States Property (1050.2A, Appendix B)  
The following clauses will be included in deeds effecting or recording the transfer of real property, structures, or improvements thereon, or granting interest therein from the United States pursuant to the provisions of Assurance 4.

NOW, THEREFORE, the U.S. Department of Transportation as authorized by law and upon the condition that the North Carolina Department of Transportation (NCDOT) will accept title to the lands and maintain the project constructed thereon in accordance with the North Carolina General Assembly, the Regulations for the Administration of the Federal-Aid Highway Program, and the policies and procedures prescribed by the Federal Highway Administration of the U.S. Department of Transportation in accordance and in compliance with all requirements imposed by Title 49, Code of Federal Regulations, U.S. Department of Transportation, Subtitle A, Office of the Secretary, Part 21, Nondiscrimination in Federally-assisted programs of the U.S. Department of Transportation pertaining to and effectuating the provisions of Title VI of the Civil Rights Act of 1964 (78 Stat. 252; 42 U.S.C. § 2000d to 2000d-4), does hereby remise, release, quitclaim and convey unto the NCDOT all the right, title and interest of the U.S. Department of Transportation in and to said lands described in Exhibit A attached hereto and made a part hereof.

(HABENDUM CLAUSE)

TO HAVE AND TO HOLD said lands and interests therein unto the North Carolina Department of Transportation (NCDOT) and its successors forever, subject, however, to the covenants, conditions, restrictions and reservations herein contained as follows, which will remain in effect for the period during which the real property or structures are used for a purpose for which Federal financial assistance is extended or for another purpose involving the provision of similar services or benefits and will be binding on the NCDOT, its successors and assigns.

The NCDOT, in consideration of the conveyance of said lands and interests in lands, does hereby covenant and agree as a covenant running with the land for itself, its successors and assigns, that (1) no person will on the grounds of race, color, or national origin, be excluded from participation in, be denied the benefits of, or be otherwise subjected to discrimination with regard to any facility located wholly or in part on, over, or under such lands hereby conveyed [,] [and]\* (2) that the NCDOT will use the lands and interests in lands and interests in lands so conveyed, in compliance with all requirements imposed by or pursuant to Title 49, Code of Federal Regulations, U.S. Department of Transportation, Subtitle A, Office of the Secretary, Part 21, Non-discrimination in Federally-assisted programs of the U.S. Department of Transportation, Effectuation of Title VI of the Civil Rights Act of 1964, and as said Regulations and Acts may be amended [,] and (3) that in the event of breach of any of the above-mentioned nondiscrimination conditions, the Department will have a right to enter or re-enter said lands and facilities on said land, and that above described land and facilities will thereon revert to and vest in and become the absolute property of the U.S. Department of Transportation and its assigns as such interest existed prior to this instruction].\*

(\*Reverter clause and related language to be used only when it is determined that such a clause is necessary in order to make clear the purpose of Title VI.)

(b) Clauses for Transfer of Real Property Acquired or Improved Under the Activity, Facility, or Program (1050.2A, Appendix C)

The following clauses will be included in deeds, licenses, leases, permits, or similar instruments entered into by the North Carolina Department of Transportation (NCDOT) pursuant to the provisions of Assurance 7(a):

1. The (grantee, lessee, permittee, etc. as appropriate) for himself/herself, his/her heirs, personal representatives, successors in interest, and assigns, as a part of the consideration hereof, does hereby covenant and agree [in the case of deeds and leases add "as a covenant running with the land"] that:
  - (i.) In the event facilities are constructed, maintained, or otherwise operated on the property described in this (deed, license, lease, permit, etc.) for a purpose for which a U.S. Department of Transportation activity, facility, or program is extended or for another purpose involving the provision of similar services or benefits, the (grantee, licensee, lessee, permittee, etc.) will maintain and operate such facilities and services in compliance with all requirements imposed by the Acts and Regulations (as may be amended) such that no person on the grounds of race, color, or national origin, will be excluded from participation in, denied the benefits of, or be otherwise subjected to discrimination in the use of said facilities.
2. With respect to licenses, leases, permits, etc., in the event of breach of any of the above Nondiscrimination covenants, the NCDOT will have the right to terminate the (lease, license, permit, etc.) and to enter, re-enter, and repossess said lands and facilities thereon, and hold the same as if the (lease, license, permit, etc.) had never been made or issued. \*
3. With respect to a deed, in the event of breach of any of the above Nondiscrimination covenants, the NCDOT will have the right to enter or re-enter the lands and facilities thereon, and the above described lands and facilities will there upon revert to and vest in and become the absolute property of the NCDOT and its assigns. \*

- (\*Reverter clause and related language to be used only when it is determined that such a clause is necessary to make clear the purpose of Title VI.)
- (c) Clauses for Construction/Use/Access to Real Property Acquired Under the Activity, Facility or Program (1050.2A, Appendix D)

The following clauses will be included in deeds, licenses, permits, or similar instruments/ agreements entered into by the North Carolina Department of Transportation (NCDOT) pursuant to the provisions of Assurance 7(b):

1. The (grantee, licensee, permittee, etc., as appropriate) for himself/herself, his/her heirs, personal representatives, successors in interest, and assigns, as a part of the consideration hereof, does hereby covenant and agree (in the case of deeds and leases add, "as a covenant running with the land") that (1) no person on the ground of race, color, or national origin, will be excluded from participation in, denied the benefits of, or be otherwise subjected to discrimination in the use of said facilities, (2) that in the construction of any improvements on, over, or under such land, and the furnishing of services thereon, no person on the ground of race, color, or national origin, will be excluded from participation in, denied the benefits of, or otherwise be subjected to discrimination, (3) that the (grantee, licensee, lessee, permittee, etc.) will use the premises in compliance with all other requirements imposed by or pursuant to the Acts and Regulations, as amended, set forth in this Assurance.
2. With respect to (licenses, leases, permits, etc.), in the event of breach of any of the above Non- discrimination covenants, the NCDOT will have the right to terminate the (license, permit, etc., as appropriate) and to enter or re-enter and repossess said land and the facilities thereon, and hold the same as if said (license, permit, etc., as appropriate) had never been made or issued. \*
3. With respect to deeds, in the event of breach of any of the above Nondiscrimination covenants, the NCDOT will there upon revert to and vest in and become the absolute property of the NCDOT and its assigns. \*

(\*Reverter clause and related language to be used only when it is determined that such a clause is necessary to make clear the purpose of Title VI.)

**STANDARD SPECIAL PROVISION****ON-THE-JOB TRAINING**

(10-16-07) (Rev. 4-21-15)

Z-10

**Description**

The North Carolina Department of Transportation will administer a custom version of the Federal On-the-Job Training (OJT) Program, commonly referred to as the Alternate OJT Program. All contractors (existing and newcomers) will be automatically placed in the Alternate Program. Standard OJT requirements typically associated with individual projects will no longer be applied at the project level. Instead, these requirements will be applicable on an annual basis for each contractor administered by the OJT Program Manager.

On the Job Training shall meet the requirements of 23 CFR 230.107 (b), 23 USC – Section 140, this provision and the On-the-Job Training Program Manual.

The Alternate OJT Program will allow a contractor to train employees on Federal, State and privately funded projects located in North Carolina. However, priority shall be given to training employees on NCDOT Federal-Aid funded projects.

**Minorities and Women**

Developing, training and upgrading of minorities and women toward journeyman level status is a primary objective of this special training provision. Accordingly, the Contractor shall make every effort to enroll minority and women as trainees to the extent that such persons are available within a reasonable area of recruitment. This training commitment is not intended, and shall not be used, to discriminate against any applicant for training, whether a member of a minority group or not.

**Assigning Training Goals**

The Department, through the OJT Program Manager, will assign training goals for a calendar year based on the contractors' past three years' activity and the contractors' anticipated upcoming year's activity with the Department. At the beginning of each year, all contractors eligible will be contacted by the Department to determine the number of trainees that will be assigned for the upcoming calendar year. At that time the Contractor shall enter into an agreement with the Department to provide a self-imposed on-the-job training program for the calendar year. This agreement will include a specific number of annual training goals agreed to by both parties. The number of training assignments may range from 1 to 15 per contractor per calendar year. The Contractor shall sign an agreement to fulfill their annual goal for the year.\

**Training Classifications**

The Contractor shall provide on-the-job training aimed at developing full journeyman level workers in the construction craft/operator positions. Preference shall be given to providing training in the following skilled work classifications:

Equipment Operators	Office Engineers
Truck Drivers	Estimators
Carpenters	Iron / Reinforcing Steel Workers
Concrete Finishers	Mechanics
Pipe Layers	Welders

The Department has established common training classifications and their respective training requirements that may be used by the contractors. However, the classifications established are not all-inclusive. Where the training is oriented toward construction applications, training will be allowed in lower-level management positions such as office engineers and estimators. Contractors shall submit new classifications for specific job functions that their employees are performing. The Department will review and recommend for acceptance to FHWA the new classifications proposed by contractors, if applicable. New classifications shall meet the following requirements:

Proposed training classifications are reasonable and realistic based on the job skill classification needs, and

The number of training hours specified in the training classification is consistent with common practices and provides enough time for the trainee to obtain journeyman level status.

The Contractor may allow trainees to be trained by a subcontractor provided that the Contractor retains primary responsibility for meeting the training and this provision is made applicable to the subcontract. However, only the Contractor will receive credit towards the annual goal for the trainee.

Where feasible, 25 percent of apprentices or trainees in each occupation shall be in their first year of apprenticeship or training. The number of trainees shall be distributed among the work classifications on the basis of the contractor's needs and the availability of journeymen in the various classifications within a reasonable area of recruitment.

No employee shall be employed as a trainee in any classification in which they have successfully completed a training course leading to journeyman level status or in which they have been employed as a journeyman.

**Records and Reports**

The Contractor shall maintain enrollment, monthly and completion reports documenting company compliance under these contract documents. These documents and any other information as requested shall be submitted to the OJT Program Manager.

Upon completion and graduation of the program, the Contractor shall provide each trainee with a certification Certificate showing the type and length of training satisfactorily completed.

**Trainee Interviews**

All trainees enrolled in the program will receive an initial and Trainee/Post graduate interview conducted by the OJT program staff.

**Trainee Wages**

Contractors shall compensate trainees on a graduating pay scale based upon a percentage of the prevailing minimum journeyman wages (Davis-Bacon Act). Minimum pay shall be as follows:

- 60 percent of the journeyman wage for the first half of the training period
- 75 percent of the journeyman wage for the third quarter of the training period
- 90 percent of the journeyman wage for the last quarter of the training period

In no instance shall a trainee be paid less than the local minimum wage. The Contractor shall adhere to the minimum hourly wage rate that will satisfy both the NC Department of Labor (NCDOL) and the Department.

**Achieving or Failing to Meet Training Goals**

The Contractor will be credited for each trainee employed by him on the contract work who is currently enrolled or becomes enrolled in an approved program and who receives training for at least 50 percent of the specific program requirement. Trainees will be allowed to be transferred between projects if required by the Contractor’s scheduled workload to meet training goals.

If a contractor fails to attain their training assignments for the calendar year, they may be taken off the NCDOT’s Bidders List.

**Measurement and Payment**

No compensation will be made for providing required training in accordance with these contract documents.

# TC-1

2024CPT.05.11.10921.1etc

Wake County

## WORK ZONE TRAFFIC CONTROL Project Special Provisions Table of Contents

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DocuSigned by:  
*Doug McNeal*  
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02/26/2024



# TC-2

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Wake County

## WORK ZONE TRAFFIC CONTROL GENERAL REQUIREMENTS

### TEMPORARY TRAFFIC CONTROL (TTC):

(7-16-13) (Rev. 12-08-20) (Rev. 02-18-21) (Rev. 11-13-23) (Rev. 02-14-24) RWZ-1

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

Install Work Zone Advance Warning Signs in accordance with the detail drawing provided in these plans prior to beginning any other work. Use a lane closure or slow moving operation to complete the work, as necessary, unless otherwise indicated. Refer to Standard Drawing No. 1101.02, 1101.11, 1110.01, 1110.02, 1130.01, 1135.01 and 1180.01 of the *Roadway Standard Drawings*. Use a moving operation only if the minimum speed maintained at all times is 3 mph with no stops that narrow or close a lane of travel. If the moving operation is progressing slower than 3 mph at any time, install a lane closure. Maintain the existing traffic pattern at all times, except in the immediate work zone where lane closures are allowed as determined by the Engineer. If applicable, maintain existing pedestrian facilities in accordance with *Pedestrian Accommodation at Curb Ramp Work Locations*, found elsewhere in this Contract.

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

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

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weather and visibility conditions allow safe operations as directed by the Engineer.

When utilizing a slow-moving operation for such items as pavement marking and marker placement, the operation shall consist of the vehicles and devices as shown on Roadway Standard Drawing No. 1101.02, Sheet 14 or 15, of the *Roadway Standard Drawings*. Traffic cones may be used when necessary to provide additional protection of wet pavement markings. Ballast all traffic cones so they will not be blown over by traffic.

## PAVING OPERATIONS:

### **1) Paving Lift Requirements and Time Limitations:**

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

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

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

1. During paving operations, any paving lift greater than 2 inches for asphalt surface course mixes shall be mitigated by having an approved wedge apparatus on the paver that shapes the edge 1 inch vertically and the remaining at a maximum slope steepness of 2:1. For intermediate and base course mixes, use an approved wedge device that shapes the edge with a maximum slope steepness of 2:1. The maximum paving lift allowed to use this method is 3 inches.
2. At the end of the work day, the Contractor shall place portable UNEVEN PAVEMENT signs in advance of the uneven pavement and spaced every 1/2 mile along the section of uneven pavement. Once mitigated, all portable UNEVEN PAVEMENT signs shall be removed. No additional compensation will be made for these signs or any other type of portable warning signs as these are included as part of the *Temporary Traffic Control* contract pay item.

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3. In the next day's paving operation and not to exceed 72 hours, the Contractor shall bring up the adjacent lane to the same station and elevation before any further paving takes place on the project.

## 2) Asphalt Surface Treatments (AST)

For AST Operations, there is no drop-off condition to be signed. Stationary LOOSE GRAVEL and UNMARKED PAVEMENT signs shall replace LOW/SOFT SHOULDER signs. For placement and spacing of these signs, see the Signing Detail Sheet. All other advance warning signs are to be portable mounted. These signs are included as part of the *Temporary Traffic Control* contract pay item.

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

For fine milling operations less than 1", paving is not required in the same work period. The paving of the fine milled area is to be conducted within the next work period and not to exceed 72 hours. No advance warning signs are necessary for these conditions unless the paving operations exceed 72 hours. If this occurs, install portable UNMARKED PAVEMENT signs. These signs are incidental to the other items of work included as part of the *Temporary Traffic Control* contract pay item.

## 4) Shoulder Drop-Off Requirements

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

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

Backfill the edge of pavement drop-off with suitable compacted material, as approved by the Engineer. The material, equipment and labor associated with this operation will be paid as *Aggregate Shoulder Borrow* or *Borrow Excavation* in accordance with the *Shoulder Reconstruction Per Shoulder Mile* special provision found elsewhere in the contract.

## PROJECT REQUIREMENTS:

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

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1. Before working on ANY MAP, the Contractor shall submit a written construction sequence for traffic control and construction lighting for ALL MAPS to the Engineer at the first pre-construction meeting and the sequence must be approved before closing a lane of traffic. If applicable, the Contractor shall also submit a description of how pedestrian access will be maintained during any curb ramp work. Refer to *Pedestrian Accommodation at Curb Ramp Work Locations*, found elsewhere in this Contract, for pedestrian maintenance requirements.
2. The temporary use of portable concrete barrier and the need for any long-term temporary traffic patterns are not anticipated and are not covered by this provision. If the Engineer determines there is a need, then coordinate with the Work Zone Traffic Control Section at 919-814-5000.
3. Obtain written approval of the Engineer before working in more than one location or setting up additional lane closures. The maximum length of any one lane closure is 1 mile unless otherwise directed by the Engineer.
4. If Lane Closure Restrictions apply, see Intermediate Contract Times and Liquidated Damages special provision.
5. Contractor shall mill and pave lanes in an order such that water shall not accumulate.
6. Traffic Control for the milling and/or paving of ramps is to be done according to Standard Drawing No 1101.02, Sheets 10 & 11, unless otherwise approved to be closed by the Engineer. If approved, Contractor will provide plans and devices for the detour according to Standard Drawing No 1101.02, Sheets 12 & 13, at no additional cost to the department.
7. If milled areas are not paved back within 72 hours, the Contractor is to furnish and install portable signs to warn drivers of the conditions. These are to include, but not limited to ROUGH ROAD (W8-8), UNEVEN LANES (W8-11), and GROOVED PAVEMENT (W8-15) w/ Motorcycle Plaque mounted below. These are to be dual indicated on Multi-Lane Roadways with speed limits of 45 mph and greater where lateral clearance can be obtained within the median areas. These portable signs are incidental to the other items of work included as part of the *Temporary Traffic Control* contract pay item.

### WORK ZONE SIGNING:

#### **Description**

Install advance/general warning work zone signs according to the Detail Drawing provided in these plans prior to beginning of work. Install and maintain signing in accordance with the attached

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drawings and Divisions 11 and 12 of the *Standard Specifications*.

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### (A) Installation

All stationary Advance/General warning work zone signs require notification to existing Utility owners per Article 105-8 of the *Standard Specifications* within 3 to 12 full working days prior to installation.

Install Advance/General warning work zone signs before beginning work on a particular map. If signs are installed more than 7 calendar days prior to the beginning of work on a particular map, cover the signs until the work begins. Install each work zone Advance/General warning sign separately and not on the same post or stand with any other sign except where an advisory speed plate or directional arrow is used.

All stationary signing is to be installed as shown on the detail drawing(s) unless otherwise directed by the Engineer. The signs as shown on the detail drawing(s) are all that are required for a contractor to begin a resurfacing contract. Any additional signs requested by the Engineer shall be installed within 7 business days of the start of contract work. All sign locations are to be verified by the Engineer prior to installation. Once the signs have been installed and accepted, any sign relocations requested by the Department will be compensated in accordance with Article 104-7. Any additional signs other than the ones shown in the drawing will be compensated in accordance with Article 104-7.

No stationary -Y- Line advance warning signage is required unless there is more than 1,000 feet of resurfacing along the -Y- line. Whenever work proceeds through an intersection, portable signs shall be used for traffic control. There will be no direct compensation for any portable signing.

If there is a period of construction inactivity longer than 14 calendar days, remove or cover advance/general warning work zone signs. Uncover advance/general warning work zone signs no more than 7 calendar days before work resumes. All other operations may be suspended upon failure to comply with the above requirements. Such suspended operations would not be resumed until the above requirements are fulfilled.

### (B) Sign Removal

Once Maps on the Project are substantially complete, it is acceptable practice to remove the Stationary Work Zone Signs in lieu of waiting until all of the Maps are completed on the Project. A Map is substantially complete when the resurfacing operations are finished and the shoulders are brought up to the same elevation as the proposed pavement and when pavement markings (paint) are installed along the centerline and edge lines. The final pavement markings (ex.

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Thermoplastic/Polyurea) or pavement markers (Raised/Snowplowable) do not have to be installed for Maps to be considered substantially complete. Final pavement marking/markers are installed with portable signing according to Roadway Standard Drawing 1101.02, Sheets 14 & 15. Any remaining punch list items requiring traffic control are compensated as part of the *Temporary Traffic Control* contract pay item.

Stationary Work Zone Sign removal is a condition of final project acceptance.

### (C) Lane Closure Work Zone Signs

Install any required lane closure signing needed during the life of the project in accordance with Standard Drawing No. 1101.02, 1101.11 and 1110.02 of the *Roadway Standard Drawings*. Any required portable signs for lane closures are compensated as part of the *Temporary Traffic Control* contract pay item.

### MEASUREMENT AND PAYMENT:

Temporary traffic control work, including, but not limited to installation and removal of portable signs, cones, drums, skinny drums, flaggers, AFAD's, portable traffic signals, changeable message boards, truck mounted attenuators, flashing arrow boards, and pilot vehicles for the sole purpose of maintaining vehicular traffic will be paid at the contract lump sum price for *Temporary Traffic Control*.

The *Temporary Traffic Control* pay item does not include work zone advance or general warning signs.

The *Temporary Traffic Control* pay item does not include Pedestrian Channelizing Devices and applicable signs, Audible Warning Devices, Temporary Curb Ramps, or a Pedestrian Transport Service required for the sole purpose of maintaining pedestrian movements. Refer to *Pedestrian Accommodation at Curb Ramp Work Locations*, found elsewhere in this Contract, for measurement and payment information for these items.

Partial payments for *Temporary Traffic Control* will be made as follows: The cumulative total of the lump sum price for temporary traffic control will be equal to the percent complete (project) as calculated for each partial pay estimate. Additional flashing arrow boards and message boards beyond those shown in the contract, detail drawings or *Roadway Standard Drawings* required by the Engineer will be paid as extra work in accordance with Article 104-7 of the *Standard Specifications*.

The work of satisfactorily installing and removing work zone advance and/or general warning

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signs, including, but not limited to, furnishing, locating, installing, covering, uncovering and removing stationary signs will be measured for each required sign and paid at the contract price for *Work Zone Advance/General Warning Signing (SF)*. Payment for *Work Zone Advance/General Warning Signing* will be limited to a maximum of 90% of the total installed quantity. The remaining 10% will be paid once all signs have been removed.

The Lump Sum price for *Temporary Traffic Control* will include the work of 4 flaggers per operation per map being utilized at the same time on any day. If a pilot vehicle is used for an operation, the Lump Sum Price for *Temporary Traffic Control* will include the work of five (5) flaggers. The operator of a pilot vehicle will be considered one of the five flaggers.

Any additional flagging beyond the included amount covered in the *Temporary Traffic Control* pay item will be considered supplemental flagging and compensated at a rate of \$35.00 per hour for each additional flagger as approved by the Engineer. The minimum measurement for each additional flagger will be 4 hours, even if the actual additional flagger hours are less than 4 hours.

Payment will be made under:

Pay Item	Pay Unit
Temporary Traffic Control	Lump Sum
Work Zone Advance/General Warning Signing	Square Foot

## **RESURFACING OPERATIONS:**

(7-15-14) (11-13-23) RWZ-2

Coordinate the installation of items required by the contract documents and resurfacing operations such that these operations are completed in the order as agreed upon with the Engineer at the first pre-construction meeting. Refer to the Provisions, Typicals and Details unless otherwise directed by the Engineer.

Notify the Engineer 15 consecutive calendar days before resurfacing a bridge or its approaches. Patch and make repairs to bridge surface and its approaches before resurfacing occurs. Coordinate all operations on the bridge and its approaches with the Engineer.

Notify the Engineer 48 hours before resurfacing the areas of existing pavement that require patching. Patch these areas before resurfacing occurs. Allow full depth asphalt patching to cool to the point of supporting traffic without displacement or rutting before reopening closed lane. Coordinate the resurfacing operations of the patched areas with the Engineer.

Notify the Engineer 48 hours before milling or resurfacing will interfere with the existing Signal Loops. Loops may need to be placed in milled surface before resurfacing occurs. Coordinate all signal loop operations with the Engineer.

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For partial or wheel track milling operations on two-way, two-lane facilities, mill and pave back by the end of each work day. For Partial or wheel track milling operation on multi-lane facilities, the lane being milled may be left closed and paved back within 72 hours.

The following options are available during Resurfacing and milling operations on two-way, two-lane facilities when the entire roadway or entire lane is to be milled:

- (A) Mill a single lane and pave back by the end of each work day.
- (B) Mill the entire width of roadway and pave back within 72 hours.

The following options are available during Resurfacing and milling operations on multi-lane facilities when all lanes or a single lane in one direction are to be milled:

- (A) Mill a single lane and pave it back by the end of each work day.
- (B) Mill the entire width of pavement for all lanes to be milled in any direction daily and pave back within 72 hours.

Slope the pavement at the beginning and end of the daily milling operation as directed by the Engineer. Sweep and remove all milled material from the roadway as soon as the daily milling operation is completed. Continue milling operations until the section of roadway being milled is complete. Remove any existing pavement adjacent to the milled area that has been damaged and replace it with patch material as directed by the Engineer.

Operate equipment and conduct operations in the same direction as the flow of traffic. Maintain vehicular access in accordance with Section 1101-05 of the *Standard Specifications* using suitable backfill material approved by the Engineer.

Provide appropriate lighting in accordance with Section 1413 of the *Standard Specifications*.

### Milled Rumble Strips

When utilized, milled rumble strips shall be installed in accordance with the *Standard Specifications* and the Roadway Standard Drawing 665.01.

### **PAVEMENT MARKINGS AND MARKERS:**

(7-15-14) (11-13-23) RWZ-3

### **Markings: All Facilities**

Pavement markings shall be installed in accordance with Standard Drawings 1205.01 through 1205.15 of the *Roadway Standard Drawings* and Section 1205 of the *Standard Specifications* with the exception of the following changes underlined in Table 1205-1 in Subarticle 1205-3(D):

- (D) Time Limitations for Replacement



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<b>TABLE 1205-1 TIME LIMITATIONS FOR REPLACEMENT</b>		
<b>Facility Type</b>	<b>Marking Type</b>	<b>Replacement Deadline</b>
Full-control-of-access multi-lane roadway (4 or more total lanes) and ramps, including Interstates	All markings	By the end of each workday's operation if the lane is opened to traffic
Multi-lane roadways (3 or more lanes) and ramps	Center Line, Lane Line, Railroad symbols, Stop bars, school symbols and <u>crosswalk markings</u>	By the end of each workday's operation if the lane is opened to traffic (temporary paint with beads may be used)
	Edge Lines, gore lines and all other symbols	By the end of the 3rd calendar day after obliteration
Two-lane, two-way roadways	All centerline markings, railroad, Stop bars, school symbols and <u>crosswalk markings</u>	By the end of the 5th calendar day after obliteration
	Edge Lines and all other symbols	By the end of the <u>30th</u> calendar day after obliteration

Prior to placing pavement marking material on concrete surfaces that are diamond ground, use an acceptable method to grind ridges smooth only where pavement marking will be installed.

Type 3 Cold Applied Plastic may be used in lieu of Type 2 Cold Applied Plastic. If Type 3 Cold Applied Plastic is used, it shall be paid for using the Type 2 Cold Applied Plastic pay item.

Unless otherwise specified, Heated-in-Place Thermoplastic may be used in lieu of Extruded Thermoplastic for stop bars, symbols, characters and diagonals. If Heated-in-Place Thermoplastic is used, it shall be paid for using the Extruded Thermoplastic pay item.

Unless otherwise specified, Heated-in-Place Thermoplastic may be used in lieu of Cold Applied Plastic for stop bars, symbols, characters and diagonals on asphalt or concrete roadways. If Heated-in-Place Thermoplastic is used, it shall be paid for using the Cold Applied Plastic pay item.

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## **Markers: All Facilities**

Remove existing pavement markers in preparation for paving. Repair any pavement damage due to existing pavement marker removal prior to the end of the work day. Dispose of existing pavement markers as directed by the Engineer. No direct payment will be made for this work as it will be incidental to the paving operation.

Install permanent pavement markers within 60 calendar days after completing the resurfacing on each map. Pavement markers shall be installed in accordance with Standard Drawing 1205.12 and Standard Drawings 1250.01 through 1253.01 of the *Roadway Standard Drawings* and Sections 1250 through 1253 of the *Standard Specifications*.

## **Markings and Markers: All Facilities**

Review and record the existing pavement markings and markers before resurfacing. Re-establish the new pavement markings and markers using the record of existing markings in conjunction with the *Roadway Standard Drawings*. Unless otherwise directed by the Engineer, new pavement markings not meeting the current standards should be updated to the *Roadway Standard Drawings*. Have existing or proposed passing zones reviewed by the engineer before installation. Submit the record of the existing pavement markings seven calendar days before the obliteration of any pavement markings.

Mainline pavement shall not be left milled, unmarked or uneven at the end of a paving season. If the Contractor begins any map and does not complete within the seasonal restrictions, including placement of final pavement markings or permanent markers, the Contractor shall be responsible for, at his expense, Paint in accordance with Article 1205-08 and Temporary Markers in accordance with Section 1251 of the *Standard Specifications*.

## **PEDESTRIAN ACCOMODATION AT CURB RAMP WORK LOCATIONS**

(8-28-2020) RWZ-4

This special provision only applies when the level of pedestrian accommodation is either Absence of Need or Basic as defined by the *NCDOT Guidelines for the Level of Pedestrian Accommodation in Work Zones* found at the following link:

<https://connect.ncdot.gov/projects/WZTC/Pages/PedSafety.aspx>.

The contractor shall not perform curb ramp work on multiple maps without prior approval of the Engineer.

Pedestrian accommodation during construction is not required at sidewalks and curb ramp locations that are determined by the Engineer to be non-continuous. This is defined by a lack of

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connectivity to existing pedestrian facilities (including worn foot paths) to pedestrian traffic generators and attractors. At these locations, close the existing pedestrian facility with an ADA compliant pedestrian channelizing device.

Continuous pedestrian facilities are sidewalks or worn foot paths that do connect pedestrian generators and attractors. The Contractor shall plan curb ramp work on continuous pedestrian facilities in a manner that minimizes the duration of any disruption to this connectivity. **At each curb ramp work location on a continuous pedestrian facility, the Contractor shall complete all work at that location within 7 calendar days. (See Intermediate Contract Time and Liquidated Damages.)**

While working at curb ramp work locations on continuous pedestrian facilities, the contractor shall maintain pedestrian accommodations as follows:

1. If the Contractor is on-site and actively working at a curb ramp location, the Contractor may provide a dedicated traffic control employee to assist/direct pedestrians around the work site or to the nearest intersection. This employee shall be capable of orally communicating with the visually disabled so that they understand the assistance being provided. If a dedicated employee is not available or used, the Contractor shall provide pedestrian accommodations by any of the other methods described below.
2. The contractor may provide a temporary pedestrian detour if the following conditions are met:
  - A. The pedestrian traffic control devices are compliant with Figure 1: Crosswalk Closures and Pedestrian Detours and the ADA Compliant Pedestrian Traffic Control Devices special provision found elsewhere in this Contract.
  - B. The pedestrian detour is approved by the Engineer.
  - C. The accessibility features of the detour are consistent with the closed facility.
  - D. The additional detour length is ½ mile or less.
  - E. There are no existing accessible pedestrian signals within ½ mile of the ramp work location. Accessible pedestrian signals have audible locator tones and may also have speech walk messages or tones indicating permissible crossing and/or audible countdowns.
  - F. ADA compliant pedestrian channelizing devices are used at the hard and soft closure

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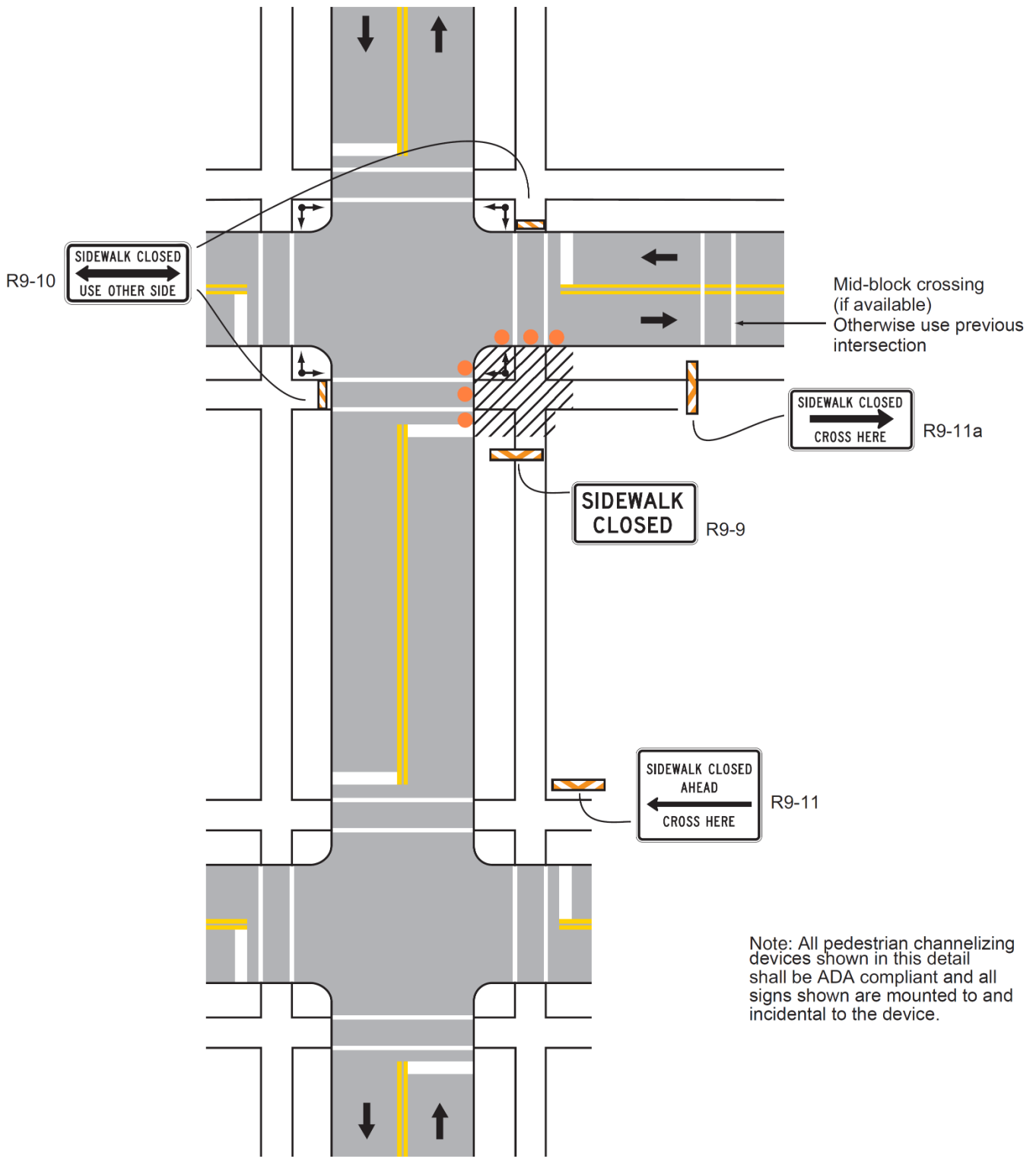
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locations and decision points along the detour route. A hard closure is a point at which there is no safe access for the user beyond it. A soft closure is a point in advance of the hard closure that indicates the need for the user to move to the detour to continue towards their destination and avoid obstacles in current path.

3. If the Contractor is not on-site and/or is unable to provide an escort and a pedestrian detour is not permitted, then the contractor shall close the pedestrian facility and provide a Pedestrian Transport Service and Audible Warning Devices as described elsewhere in this Contract. Safe pickup and drop off locations shall be approved by the Engineer before implementation.

# FIGURE 1

## Crosswalk Closures and Pedestrian Detours



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## **ADA COMPLIANT PEDESTRIAN TRAFFIC CONTROL DEVICES:**

(10/31/2017) (Rev. 6/3/2022)

### **Description**

Furnish, install, and maintain all ADA compliant pedestrian traffic control devices for existing pedestrian facilities that are disrupted, closed, or relocated by planned work activities.

The ADA compliant pedestrian traffic control devices used to either close, redirect, divert or detour pedestrian traffic are Pedestrian Channelizing Devices, Audible Warning Devices and Temporary Curb Ramps.

### **Construction Methods**

The ADA compliant pedestrian traffic control devices involved in the closing or redirecting of pedestrians as designated on the Transportation Management Plan (TMP) shall be manufactured and assembled in accordance with the requirements of the Americans with Disabilities Act (ADA) and be on the NCDOT approved products list.

Pedestrian Channelizing Devices shall be manufactured and assembled to be connected as to eliminate any gaps that allow pedestrians to stray from the channelizing path. Any Pedestrian Channelizing Devices used to close or block a pedestrian facility shall have a "SIDEWALK CLOSED" sign affixed to it and any audible warning devices, if designated on the TMP.

Audible Warning Devices shall be manufactured to include a locator tone activated by a motion sensor and have the ability to program a message for a duration of at least 1 minute. The motion sensor shall have the ability to detect pedestrians a minimum of 10' away. The voice module may be automatic or it may be push button activated. If push button activated, it shall be mounted at a height of approximately 3.5 feet, but no more than 4 feet, above the pedestrian facility.

Temporary Curb Ramps shall be manufactured and assembled to meet all of the requirements for persons with walking disabilities, including wheelchair confinement, according to the ADA regulations. All detectable warning features are to be included with these installations.

### **Measurement and Payment**

*Pedestrian Channelizing Devices* will be measured and paid as the maximum number of linear feet of *Pedestrian Channelizing Devices* furnished, acceptably placed, and in use at any one time during the life of the project.

No direct payment will be made for any sign affixed to a pedestrian channelizing device. Signs mounted to pedestrian channelizing devices will be considered incidental to the device.

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*Audible Warning Devices* will be measured and paid as the maximum number of *Audible Warning Devices* furnished, acceptably installed, and in use at any one time during the life of the project.

Relocation, replacement, repair, maintenance, or disposal of *Pedestrian Channelizing Devices* and *Audible Warning Devices* will be incidental to the pay item.

*Temporary Curb Ramps* will be measured and paid as the actual number of *Temporary Curb Ramps* furnished, acceptably installed, and in use. *Temporary Curb Ramps* will be paid for each time a curb ramp is moved from one location on the project to another location on the project.

Payment will be made under:

<b>Pay Item</b>	<b>Pay Unit</b>
Pedestrian Channelizing Devices	Linear Foot
Audible Warning Devices	Each
Temporary Curb Ramps	Each

## **PEDESTRIAN TRANSPORT SERVICE:**

(09/07/2018)

### **Description**

The Contractor shall provide a Pedestrian Transport Service through and/or around the project when a traversable, firm, stable, and slip-resistant path for pedestrians cannot be maintained through the work area. At minimum, the Pedestrian Transport Service shall be on-call between the hours of 7:00 a.m. and 8:00 p.m. Monday thru Sunday, and operate at no-cost to the users.

### **Construction Methods**

The Contractor shall enlist the services of a registered, licensed, and insured transportation service (which may include ride-sharing or taxi services) during the times listed above.

The Pedestrian Transport Service shall operate on an on-call basis with wait times not exceeding 15 minutes. Pedestrians shall be able to request a ride by calling or text messaging a conspicuously posted number using standard cellular phone. The posted number shall either automatically dispatch a transport vehicle to the pedestrian's location, or shall connect to a responsible individual who can manually dispatch a transport vehicle to the pedestrian's location.

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Solely requiring pedestrians to use a third-party cellular phone application (smart phone app) to dispatch the transport vehicle shall be considered non-compliant with this section, but offering a smart phone app to directly dispatch the service is encouraged as a supplement to the posted number.

Pedestrians shall not be required to present any form of payment for the service, and shall not be required to provide any form of identification other than their name.

The Contractor shall install notification signage and Audible Warning Devices at pedestrian path closure points to notify pedestrians of the Pedestrian Transport Service, instruct them how to dispatch the service (by either texting or calling the posted number), and where to wait. Both the Audible Warning Devices and notification signage shall convey the same message and be approved by the Engineer.

The Pedestrian Transport Service shall operate at a prudent speed and have designated, safe, accessible, and traversable areas for pedestrians to wait for the pedestrian transport vehicle. There shall be a location for the Pedestrian Transport Service to safely pull the transport vehicle off the roadway traffic lane or into a closed traffic lane to load or unload passengers. Pedestrians with ADA needs shall not be unloaded in a location where the surface or facility is not accessible or traversable.

If flaggers are present on the job, the flaggers shall direct pedestrians to use the Pedestrian Transport Service to pass through or around the work zone.

## Measurement and Payment

*Pedestrian Transport Service (per trip)* will be measured and paid as the actual number of completed trips provided to pedestrians. Multiple pedestrians transported using a single trip will be paid as a single trip. No direct payment will be made for the responsible individual dispatching the vehicle the smart phone app, pedestrian loading and unloading areas, or notification signage as these items will be considered incidental to the Pedestrian Transport Service.

*Audible Warning Devices* will be measured and paid under the ADA Compliant Pedestrian Traffic Control Devices special provision.

Payment will be made under:

### Pay Item

### Pay Unit

Pedestrian Transport Service (per trip)

Each



**Project Special Provisions  
Erosion Control**

**STABILIZATION REQUIREMENTS:**  
(4-30-2019)

Stabilization for this project shall comply with the time frame guidelines as specified by the NCG-010000 general construction permit effective April 1, 2019 issued by the North Carolina Department of Environmental Quality Division of Water Resources. Temporary or permanent ground cover stabilization shall occur within 7 calendar days from the last land-disturbing activity, with the following exceptions in which temporary or permanent ground cover shall be provided in 14 calendar days from the last land-disturbing activity:

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

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

**SEEDING AND MULCHING:** **(East)**

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

<b>March 1 - August 31</b>		<b>September 1 - February 28</b>	
50#	Tall Fescue	50#	Tall Fescue
10#	Centipede	10#	Centipede
25#	Bermudagrass (hulled)	35#	Bermudagrass (unhulled)
500#	Fertilizer	500#	Fertilizer
4000#	Limestone	4000#	Limestone

Waste and Borrow Locations

<b>March 1 - August 31</b>		<b>September 1 - February 28</b>	
75#	Tall Fescue	75#	Tall Fescue
25#	Bermudagrass (hulled)	35#	Bermudagrass (unhulled)
500#	Fertilizer	500#	Fertilizer
4000#	Limestone	4000#	Limestone

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

### Approved Tall Fescue Cultivars

06 Dust	Escalade	Justice	Serengeti
2 <sup>nd</sup> Millennium	Essential	Kalahari	Shelby
3 <sup>rd</sup> Millennium	Evergreen 2	Kitty Hawk 2000	Sheridan
Apache III	Falcon IV	Legitimate	Signia
Avenger	Falcon NG	Lexington	Silver Hawk
Barlexas	Falcon V	LSD	Sliverstar
Barlexas II	Faith	Magellan	Shenandoah Elite
Bar Fa	Fat Cat	Matador	Sidewinder
Barrera	Festnova	Millennium SRP	Skyline
Barrington	Fidelity	Monet	Solara
Barrobusto	Finelawn Elite	Mustang 4	Southern Choice II
Barvado	Finelawn Xpress	Ninja 2	Speedway
Biltmore	Finesse II	Ol' Glory	Spyder LS
Bingo	Firebird	Olympic Gold	Sunset Gold
Bizem	Firecracker LS	Padre	Taccoa
Blackwatch	Firenza	Patagonia	Tanzania
Blade Runner II	Five Point	Pedigree	Trio
Bonsai	Focus	Picasso	Tahoe II
Braveheart	Forte	Piedmont	Talladega
Bravo	Garrison	Plantation	Tarheel
Bullseye	Gazelle II	Proseeds 5301	Terrano
Cannavaro	Gold Medallion	Prospect	Titan ltd
Catalyst	Grande 3	Pure Gold	Titanium LS
Cayenne	Greenbrooks	Quest	Tracer
Cessane Rz	Greenkeeper	Raptor II	Traverse SRP
Chipper	Gremlin	Rebel Exeda	Tulsa Time
Cochise IV	Greystone	Rebel Sentry	Turbo
Constitution	Guardian 21	Rebel IV	Turbo RZ
Corgi	Guardian 41	Regiment II	Tuxedo RZ
Corona	Hemi	Regenerate	Ultimate
Coyote	Honky Tonk	Rendition	Venture
Darlington	Hot Rod	Rhambler 2 SRP	Umbrella
Davinci	Hunter	Rembrandt	Van Gogh
Desire	Inferno	Reunion	Watchdog
Dominion	Innovator	Riverside	Wolfpack II
Dynamic	Integrity	RNP	Xtremegreen
Dynasty	Jaguar 3	Rocket	
Endeavor	Jamboree	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.

**Native Grass Seeding and Mulching (East)**

Native Grass Seeding and Mulching shall be performed on the disturbed areas of wetlands and riparian areas, and adjacent to Stream Relocation construction within a 50 foot zone on both sides of the stream or depression, measured from top of stream bank or center of depression. The stream bank of the stream relocation shall be seeded by a method that does not alter the typical cross section of the stream bank. Native Grass Seeding and Mulching shall also be performed in the permanent soil reinforcement mat section of preformed scour holes, and in other areas as directed.

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.

<b>March 1 - August 31</b>		<b>September 1 - February 28</b>	
18#	Creeping Red Fescue	18#	Creeping Red Fescue
6#	Indiangrass	6#	Indiangrass
8#	Little Bluestem	8#	Little Bluestem
4#	Switchgrass	4#	Switchgrass
25#	Browntop Millet	35#	Rye Grain
500#	Fertilizer	500#	Fertilizer
4000#	Limestone	4000#	Limestone

Approved Creeping Red Fescue Cultivars:

- Aberdeen
- Boreal
- Epic
- Cindy Lou

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.

Native Grass Seeding and Mulching shall be performed in accordance with Section 1660 of the *Standard Specifications* and vegetative cover sufficient to restrain erosion shall be installed immediately following grade establishment.

**Measurement and Payment**

Native Grass *Seeding and Mulching* will be measured and paid for in accordance with Article 1660-8 of the *Standard Specifications*.

County: WAKE

Line #	Item Number	Sec #	Description	Quantity	Unit Cost	Amount
<b>ROADWAY ITEMS</b>						
0001	0000100000-N	800	MOBILIZATION	Lump Sum	L.S.	
0002	0156000000-E	250	REMOVAL OF EXISTING ASPHALT PAVEMENT	82 SY		
0003	1220000000-E	545	INCIDENTAL STONE BASE	672 TON		
0004	1245000000-E	SP	SHOULDER RECONSTRUCTION	15.54 SMI		
0005	1260000000-E	SP	AGGREGATE SHOULDER BORROW	1,431 TON		
0006	1297000000-E	607	MILLING ASPHALT PAVEMENT, **** DEPTH (1-1/2")	71,969 SY		
0007	1308000000-E	607	MILLING ASPHALT PAVEMENT, **** TO ***** (0" TO 1-1/2")	829 SY		
0008	1308000000-E	607	MILLING ASPHALT PAVEMENT, **** TO ***** (0" TO 1-1/4")	293 SY		
0009	1330000000-E	607	INCIDENTAL MILLING	4,572 SY		
0010	1519000000-E	610	ASPHALT CONC SURFACE COURSE, TYPE S9.5B	19,352 TON		
0011	1575000000-E	620	ASPHALT BINDER FOR PLANT MIX	1,403 TON		
0012	1704000000-E	SP	PATCHING EXISTING PAVEMENT	2,986 TON		
0013	2549000000-E	846	2'-6" CONCRETE CURB & GUTTER	279 LF		
0014	2591000000-E	848	4" CONCRETE SIDEWALK	45 SY		
0015	2605000000-N	848	CONCRETE CURB RAMPS	5 EA		
0016	2612500000-N	848	REMOVE AND REPLACE CONCRETE CURB RAMPS	43 EA		

County: WAKE

Line #	Item Number	Sec #	Description	Quantity	Unit Cost	Amount
0017	2738000000-E	SP	GENERIC PAVING ITEM REMOVE AND REPLACE SIDEWALK	21 SY		
0018	2738000000-E	SP	GENERIC PAVING ITEM REMOVE SIDEWALK	9 SY		
0019	2752000000-E	SP	GENERIC PAVING ITEM REMOVE AND REPLACE 2' 6" CURB & GUTTER	30 LF		
0020	2752000000-E	SP	GENERIC PAVING ITEM REMOVE CURB AND GUTTER	8 LF		
0021	2759000000-N	SP	GENERIC PAVING ITEM REMOVE CURB RAMPS	14 EA		
0022	2830000000-N	858	ADJUSTMENT OF MANHOLES	14 EA		
0023	2845000000-N	858	ADJUSTMENT OF METER BOXES OR VALVE BOXES	11 EA		
0024	4116100000-N	904	SIGN ERECTION, RELOCATE TYPE **** (GROUND MOUNTED) (E)	1 EA		
0025	4413000000-E	SP	WORK ZONE ADVANCE/GENERAL WARNING SIGNING	2,053 SF		
0026	4447000000-E	SP	PEDESTRIAN CHANNELIZING DEVICES	120 LF		
0027	4457000000-N	SP	TEMPORARY TRAFFIC CONTROL	Lump Sum	L.S.	
0028	4510000000-N	1190	LAW ENFORCEMENT	240 HR		
0029	4600000000-N	SP	GENERIC TRAFFIC CONTROL ITEM AUDIBLE WARNING DEVICES	4 EA		
0030	4600000000-N	SP	GENERIC TRAFFIC CONTROL ITEM PEDESTRIAN TRANSPORT SERVICE (PER TRIP)	20 EA		
0031	4685000000-E	1205	THERMOPLASTIC PAVEMENT MARKING LINES (4", 90 MILS)	163,086 LF		
0032	4695000000-E	1205	THERMOPLASTIC PAVEMENT MARKING LINES (8", 90 MILS)	638 LF		
0033	4700000000-E	1205	THERMOPLASTIC PAVEMENT MARKING LINES (12", 90 MILS)	200 LF		

County: WAKE

Line #	Item Number	Sec #	Description	Quantity	Unit Cost	Amount
0034	4709000000-E	1205	THERMOPLASTIC PAVEMENT MARKING LINES (24", 90 MILS)	600 LF		
0035	4720000000-E	1205	THERMOPLASTIC PAVEMENT MARKING CHARACTER (90 MILS)	52 EA		
0036	4725000000-E	1205	THERMOPLASTIC PAVEMENT MARKING SYMBOL (90 MILS)	49 EA		
0037	4905100000-N	1253	NON-CAST IRON SNOWPLOWABLE PAVEMENT MARKER	105 EA		
0038	7444000000-E	1725	INDUCTIVE LOOP SAWCUT	860 LF		

0920/Feb12/Q272113.54/D11541980000/E38

Total Amount Of Bid For Entire Project :

## Vendor 1 of 4: CAROLINA SUNROCK LLC (11163) Call Order 002 (Proposal: C204926)

### Bid Information

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**Proposal County:** WAKE

**Vendor Address:** 200 HORIZON DRIVE SUITE 100  
RALEIGH, NC, 27615

**Signature Check:** John Whitman Barrett

**Time Bid Received:** March 19, 2024 11:21 AM

**Amendment Count:** 0

**Bid Checksum:** 2A766667BD

**Bid Total:** \$3,073,373.33

**Items Total:** \$3,073,373.33

**Time Total:** \$0.00

**Bidding Errors:**

None.

Vendor 1 of 4: CAROLINA SUNROCK LLC (11163)  
Call Order 002 (Proposal: C204926)

Bid Bond Information

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<b>Projects:</b>	<b>Bond Maximum:</b>
<b>Counties:</b>	<b>State of Incorporation:</b> MA
<b>Bond ID:</b> A71E-DA98-3B0B-5ACF	<b>Agency Execution Date:</b> 2024-03-19T00
<b>Paid by Check:</b> No	<b>Surety Name:</b> Tinubu Surety
<b>Bond Percent:</b> 5%	<b>Bond Agency Name:</b> Liberty Mutual Insurance Company



### DBE Load Information

Letting ID: L240319  
Letting Date: 03/19/2024  
Call Order: 002  
Contract ID: C204926  
Project: STATE FUNDEDSTATE FUNDEDSTATE FUNDED  
Bid Total: \$3,073,373.33  
DBE Goal: 4.00% (\$122,934.93)

Vendor ID: 11163  
Vendor Name: Carolina Sunrock LLC  
DBE Entered: 9.48% (\$291,226.87)

Vendor ID	DBE Name	Is Supplier?	City/State	Goods/Service	Amount
2653	BROWE CONSTRUCTION COMPANY	False	451 OAK TREE DRIVE SELMA, NC 27576	SubContractor	229,220.00
2741	LFC TRUCKING LLC	False	5176 FOREST VIEW HEIGHT ROAD OXFORD, NC 27565	SubContractor	62,006.87

BondID: A71E-DA98-3B0B-5ACF

Surety Registry Agency: Tinubu Surety

Verified?: 1

Surety Agency: Liberty Mutual Insurance Company

Bond Execution Date: 2024-03-19T00:00:00

Line Number	Item Number	Quantity	Unit	Unit Price	Extension Price
Section 0001 ROADWAY ITEMS					
0001	0000100000-N MOBILIZATION	1.000	LS	\$114,082.0000	\$114,082.00
0002	0156000000-E REMOVAL OF EXISTING ASPHALT PAVEMENT	82.000	SY	\$50.0000	\$4,100.00
0003	1220000000-E INCIDENTAL STONE BASE	672.000	TON	\$72.0000	\$48,384.00
0004	1245000000-E SHOULDER RECONSTRUCTION	15.540	SMI	\$2,465.0000	\$38,306.10
0005	1260000000-E AGGREGATE SHOULDER BORROW	1431.000	TON	\$22.0000	\$31,482.00
0006	1297000000-E MILLING ASPHALT PAVEMENT, ***" DEPTH (1-1/2")	71969.000	SY	\$2.5000	\$179,922.50
0007	1308000000-E MILLING ASPHALT PAVEMENT, ***" TO *****" (0" TO 1-1/2")	829.000	SY	\$5.7000	\$4,725.30
0008	1308000000-E MILLING ASPHALT PAVEMENT, ***" TO *****" (0" TO 1-1/4")	293.000	SY	\$7.5000	\$2,197.50
0009	1330000000-E INCIDENTAL MILLING	4572.000	SY	\$7.9000	\$36,118.80
0010	1519000000-E ASPHALT CONC SURFACE COURSE, TYPE S9.5B	19352.000	TON	\$53.9000	\$1,043,072.80
0011	1575000000-E ASPHALT BINDER FOR PLANT MIX	1403.000	TON	\$550.0000	\$771,650.00
0012	1704000000-E PATCHING EXISTING PAVEMENT	2986.000	TON	\$113.0000	\$337,418.00
0013	2549000000-E 2'-6" CONCRETE CURB & GUTTER	279.000	LF	\$45.0000	\$12,555.00
0014	2591000000-E 4" CONCRETE SIDEWALK	45.000	SY	\$75.0000	\$3,375.00
0015	2605000000-N CONCRETE CURB RAMPS	5.000	EA	\$2,450.0000	\$12,250.00
0016	2612500000-N REMOVE AND REPLACE CONCRETE CURB RAMPS	43.000	EA	\$2,450.0000	\$105,350.00
0017	2738000000-E GENERIC PAVING ITEM REMOVE AND REPLACE SIDEWALK	21.000	SY	\$100.0000	\$2,100.00
0018	2738000000-E GENERIC PAVING ITEM REMOVE SIDEWALK	9.000	SY	\$100.0000	\$900.00
0019	2752000000-E GENERIC PAVING ITEM REMOVE AND REPLACE 2' 6" CURB & GUTTER	30.000	LF	\$100.0000	\$3,000.00
0020	2752000000-E GENERIC PAVING ITEM REMOVE CURB AND GUTTER	8.000	LF	\$55.0000	\$440.00
0021	2759000000-N GENERIC PAVING ITEM REMOVE CURB RAMPS	14.000	EA	\$2,000.0000	\$28,000.00
0022	2830000000-N ADJUSTMENT OF MANHOLES	14.000	EA	\$1,350.0000	\$18,900.00
0023	2845000000-N ADJUSTMENT OF METER BOXES OR VALVE BOXES	11.000	EA	\$1,350.0000	\$14,850.00

0024	4116100000-N	1.000 EA	\$175.0000	\$175.00
	SIGN ERECTION, RELOCATE TYPE **** (GROUND MOUNTED) (E)			
0025	4413000000-E	2053.000 SF	\$6.7500	\$13,857.75
	WORK ZONE ADVANCE/GENERAL WARNING SIGNING			
0026	4447000000-E	120.000 LF	\$150.0000	\$18,000.00
	PEDESTRIAN CHANNELIZING DEVICES			
0027	4457000000-N	1.000 LS	\$82,060.0000	\$82,060.00
	TEMPORARY TRAFFIC CONTROL			
0028	4510000000-N	240.000 HR	\$100.0000	\$24,000.00
	LAW ENFORCEMENT			
0029	4600000000-N	4.000 EA	\$350.0000	\$1,400.00
	GENERIC TRAFFIC CONTROL ITEM AUDIBLE WARNING DEVICES			
0030	4600000000-N	20.000 EA	\$200.0000	\$4,000.00
	GENERIC TRAFFIC CONTROL ITEM PEDESTRIAN TRANSPORT SERVICE (PER TRIP)			
0031	4685000000-E	163086.000 LF	\$0.5300	\$86,435.58
	THERMOPLASTIC PAVEMENT MARKING LINES (4", 90 MILS)			
0032	4695000000-E	638.000 LF	\$2.0000	\$1,276.00
	THERMOPLASTIC PAVEMENT MARKING LINES (8", 90 MILS)			
0033	4700000000-E	200.000 LF	\$3.0000	\$600.00
	THERMOPLASTIC PAVEMENT MARKING LINES (12", 90 MILS)			
0034	4709000000-E	600.000 LF	\$10.0000	\$6,000.00
	THERMOPLASTIC PAVEMENT MARKING LINES (24", 90 MILS)			
0035	4720000000-E	52.000 EA	\$90.0000	\$4,680.00
	THERMOPLASTIC PAVEMENT MARKING CHARACTER (90 MILS)			
0036	4725000000-E	49.000 EA	\$110.0000	\$5,390.00
	THERMOPLASTIC PAVEMENT MARKING SYMBOL (90 MILS)			
0037	4905100000-N	105.000 EA	\$60.0000	\$6,300.00
	NON-CAST IRON SNOWPLOWABLE PAVEMENT MARKER			
0038	7444000000-E	860.000 LF	\$7.0000	\$6,020.00
	INDUCTIVE LOOP SAWCUT			
Section 0001 Total				\$3,073,373.33
Item Total				\$3,073,373.33

**ELECTRONIC BID SUBMISSION**

By submitting this bid electronically, I hereby acknowledge that all requirements included in the hard copy proposal, addendum, amendments, plans, standard specifications, supplemental specifications and special provisions are part of the bid and contract. Further, I acknowledge that I have read, understand, accept, acknowledge and agree to comply with all statements in this electronic bid.

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

The prequalified bidder declares (or certifies, verifies, or states) under penalty of perjury under the laws of the United States that neither he, nor any official, agent or employee has entered into any agreement, participated in any collusion, or otherwise taken any action which is in restraint of free competitive bidding in connection with any bid or contract, that the prequalified bidder has not been convicted of violating N.C.G.S. §133-24 within the last three years, and that the prequalified bidder intends to do the work with his own bonafide employees or subcontractors and will not bid for the benefit of another contractor.

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

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

**DEBARMENT CERTIFICATION OF PREQUALIFIED BIDDER**

Conditions for certification:

1. The prequalified bidder shall provide immediate written notice to the Department if at any time the bidder learns that his certification was erroneous when he submitted his debarment certification or explanation that is file with the Department, or has become erroneous because of changed circumstances.
2. The terms covered transaction, debarred, suspended, ineligible, lower tier

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

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

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

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

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

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

#### **DEBARMENT CERTIFICATION**

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

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

b. Have not within a three-year period preceding this proposal been convicted of or had a civil judgment rendered against them for commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (Federal, State or local) transaction or contract under a public transaction; violation of Federal or State antitrust statutes or

commission of embezzlement, theft, forgery, bribery, falsification or destruction of records; making false statements; or receiving stolen property;

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

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

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

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

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

**EXPLANATION:**

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### Award Limits on Multiple Projects

By answering YES to this statement, the bidder acknowledges that they are using the award limits on multiple projects? **Yes**  **No**

A bidder who desires to bid on more than one project on which bids are to be opened on the same date, and who also desires to avoid receiving an award of more projects than he is equipped to handle, may bid on any number of projects but may limit the total amount of work awarded to him on selected projects by completing the AWARD LIMITS ON MULTIPLE PROJECTS.

The Award Limits on Multiple Projects must be filled in on each project bid for which the Bidder desires protection.

It is the desire of the Bidder to be awarded contracts, the value of which will not exceed a total of    for those projects indicated herein, for which bids will be opened on    (MM/DD/YY)

The Award Limits shall apply to the following projects:

Contract Number  
County

Contract Number  
County

Contract Number  
County

Contract Number  
County

Contract Number  
County

Contract Number  
County

It is agreed that if I am (we are) the low Bidder(s) on indicated projects, the total value of which is more than the above stipulated award limits, the Board of Transportation will award me (us) projects from among those indicated



that have a total value not to exceed the award limit and will result in the lowest total bids to the Department of Transportation.

## DBE List Summary

Project: STATE FUNDED

Bidder ID: 11163

Bid Total: 3,073,373.33

Business Name: Carolina Sunrock LLC

Goal: 4.00% (122,934.93)

Total Entered: 9.48% (291,226.87)

ID	Name	Is Supplier?	Item Count	Amount	Is Complete?
2653	BROWE CONSTRUCTION COMPANY	False	15	229,220.00	True
2741	LFC TRUCKING LLC	False	1	62,006.87	True

Name: BROWE CONSTRUCTION COMPANY ID: 2653

Address: 451 OAK TREE DRIVE SELMA, NC 27576

Used As: SubContractor DBE Items Total:\$229,220.00

**Items for BROWE CONSTRUCTION COMPANY**

0001 ROADWAY ITEMS				
0002	0156000000-E	82.000 SY	\$50.0000	\$4,100.00
	REMOVAL OF EXISTING ASPHALT PAVEMENT			
0013	2549000000-E	279.000 LF	\$45.0000	\$12,555.00
	2'-6" CONCRETE CURB & GUTTER			
0014	2591000000-E	45.000 SY	\$75.0000	\$3,375.00
	4" CONCRETE SIDEWALK			
0015	2605000000-N	5.000 EA	\$2,450.0000	\$12,250.00
	CONCRETE CURB RAMPS			
0016	2612500000-N	43.000 EA	\$2,450.0000	\$105,350.00
	REMOVE AND REPLACE CONCRETE CURB RAMPS			
0017	2738000000-E	21.000 SY	\$100.0000	\$2,100.00
	GENERIC PAVING ITEM REMOVE AND REPLACE SIDEWALK			
0018	2738000000-E	9.000 SY	\$100.0000	\$900.00
	GENERIC PAVING ITEM REMOVE SIDEWALK			
0019	2752000000-E	30.000 LF	\$100.0000	\$3,000.00
	GENERIC PAVING ITEM REMOVE AND REPLACE 2' 6" CURB & GUTTER			
0020	2752000000-E	8.000 LF	\$55.0000	\$440.00
	GENERIC PAVING ITEM REMOVE CURB AND GUTTER			
0021	2759000000-N	14.000 EA	\$2,000.0000	\$28,000.00
	GENERIC PAVING ITEM REMOVE CURB RAMPS			
0022	2830000000-N	14.000 EA	\$1,350.0000	\$18,900.00
	ADJUSTMENT OF MANHOLES			
0023	2845000000-N	11.000 EA	\$1,350.0000	\$14,850.00
	ADJUSTMENT OF METER BOXES OR VALVE BOXES			
0026	4447000000-E	120.000 LF	\$150.0000	\$18,000.00
	PEDESTRIAN CHANNELIZING DEVICES			
0029	4600000000-N	4.000 EA	\$350.0000	\$1,400.00
	GENERIC TRAFFIC CONTROL ITEM AUDIBLE WARNING DEVICES			
0030	4600000000-N	20.000 EA	\$200.0000	\$4,000.00
	GENERIC TRAFFIC CONTROL ITEM PEDESTRIAN TRANSPORT SERVICE (PER TRIP)			
Section 0001 Total				\$229,220.00

Item Total \$229,220.00

Name: LFC TRUCKING LLC ID: 2741

Address: 5176 FOREST VIEW HEIGHT ROAD OXFORD, NC 27565

Used As: SubContractor DBE Items Total:\$62,006.87

**Items for LFC TRUCKING LLC**

---

0001				
ROADWAY ITEMS				
0010	1519000000-E	6257 TON	\$9.9100	\$62,006.87
	ASPHALT CONC SURFACE COURSE, TYPE S9.5B			
Section 0001 Total				\$62,006.87
Item Total				\$62,006.87

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THIS PROPOSAL CONTAINS THE FOLLOWING ERRORS/WARNINGS (IF ANY)

This Bid contains 0 amendment files

**Electronic Bid Submission**

By submitting this bid electronically, I hereby acknowledge that all requirements included in the hard copy proposal, addendum, amendments, plans, standard specifications, supplemental specifications and special provisions are part of the bid and contract. Further, I acknowledge that I have read, understand, accept, acknowledge and agree to comply with all statements in this electronic bid.

I hereby certify that I have the authority to submit this bid.

Signature \_\_\_\_\_

Agency \_\_\_\_\_

Date \_\_\_\_\_

Signature \_\_\_\_\_

Agency \_\_\_\_\_

Date \_\_\_\_\_

Signature \_\_\_\_\_

Agency \_\_\_\_\_

Date \_\_\_\_\_

## Attachments

Failure to complete and attach 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 included on the form. The contractor will not be permitted to change the option after the bids are submitted.

NOTE: The maximum upload limit is 5 MB. Fuel Usage Factor Adjustment Form.pdf  
 Verify

Line #	ItemNumber	Sec #	Description	Quantity Unit	Unit Bid Price	Amount Bid
<b>ROADWAY ITEMS</b>						
0001	0000100000-N	800	MOBILIZATION	LUMP SUM	114,082.00	114,082.00
0002	0156000000-E	250	REMOVAL OF EXISTING ASPHALT PAVEMENT	82 SY	50.00	4,100.00
0003	1220000000-E	545	INCIDENTAL STONE BASE	672 TON	72.00	48,384.00
0004	1245000000-E	SP	SHOULDER RECONSTRUCTION	15.54 SMI	2,465.00	38,306.10
0005	1260000000-E	SP	AGGREGATE SHOULDER BORROW	1,431 TON	22.00	31,482.00
0006	1297000000-E	607	MILLING ASPHALT PAVEMENT, **** DEPTH (1-1/2")	71,969 SY	2.50	179,922.50
0007	1308000000-E	607	MILLING ASPHALT PAVEMENT, **** TO ***** (0" TO 1-1/2")	829 SY	5.70	4,725.30
0008	1308000000-E	607	MILLING ASPHALT PAVEMENT, **** TO ***** (0" TO 1-1/4")	293 SY	7.50	2,197.50
0009	1330000000-E	607	INCIDENTAL MILLING	4,572 SY	7.90	36,118.80
0010	1519000000-E	610	ASPHALT CONC SURFACE COURSE, TYPE S9.5B	19,352 TON	53.90	1,043,072.80
0011	1575000000-E	620	ASPHALT BINDER FOR PLANT MIX	1,403 TON	550.00	771,650.00
0012	1704000000-E	SP	PATCHING EXISTING PAVEMENT	2,986 TON	113.00	337,418.00
0013	2549000000-E	846	2'-6" CONCRETE CURB & GUTTER	279 LF	45.00	12,555.00
0014	2591000000-E	848	4" CONCRETE SIDEWALK	45 SY	75.00	3,375.00
0015	2605000000-N	848	CONCRETE CURB RAMPS	5 EA	2,450.00	12,250.00
0016	2612500000-N	848	REMOVE AND REPLACE CONCRETE CURB RAMPS	43 EA	2,450.00	105,350.00
0017	2738000000-E	SP	GENERIC PAVING ITEM REMOVE AND REPLACE SIDEWALK	21 SY	100.00	2,100.00
0018	2738000000-E	SP	GENERIC PAVING ITEM REMOVE SIDEWALK	9 SY	100.00	900.00
0019	2752000000-E	SP	GENERIC PAVING ITEM REMOVE AND REPLACE 2' 6" CURB & GUTTER	30 LF	100.00	3,000.00
0020	2752000000-E	SP	GENERIC PAVING ITEM REMOVE CURB AND GUTTER	8 LF	55.00	440.00

Line #	ItemNumber	Sec #	Description	Quantity Unit	Unit Bid Price	Amount Bid
0021	2759000000-N	SP	GENERIC PAVING ITEM REMOVE CURB RAMPS	14 EA	2,000.00	28,000.00
0022	2830000000-N	858	ADJUSTMENT OF MANHOLES	14 EA	1,350.00	18,900.00
0023	2845000000-N	858	ADJUSTMENT OF METER BOXES OR VALVE BOXES	11 EA	1,350.00	14,850.00
0024	4116100000-N	904	SIGN ERECTION, RELOCATE TYPE **** (GROUND MOUNTED) (E)	1 EA	175.00	175.00
0025	4413000000-E	SP	WORK ZONE ADVANCE/GENERAL WARNING SIGNING	2,053 SF	6.75	13,857.75
0026	4447000000-E	SP	PEDESTRIAN CHANNELIZING DEVICES	120 LF	150.00	18,000.00
0027	4457000000-N	SP	TEMPORARY TRAFFIC CONTROL	LUMP SUM	82,060.00	82,060.00
0028	4510000000-N	1190	LAW ENFORCEMENT	240 HR	100.00	24,000.00
0029	4600000000-N	SP	GENERIC TRAFFIC CONTROL ITEM AUDIBLE WARNING DEVICES	4 EA	350.00	1,400.00
0030	4600000000-N	SP	GENERIC TRAFFIC CONTROL ITEM PEDESTRIAN TRANSPORT SERVICE (PER TRIP)	20 EA	200.00	4,000.00
0031	4685000000-E	1205	THERMOPLASTIC PAVEMENT MARKING LINES (4", 90 MILS)	163,086 LF	0.53	86,435.58
0032	4695000000-E	1205	THERMOPLASTIC PAVEMENT MARKING LINES (8", 90 MILS)	638 LF	2.00	1,276.00
0033	4700000000-E	1205	THERMOPLASTIC PAVEMENT MARKING LINES (12", 90 MILS)	200 LF	3.00	600.00
0034	4709000000-E	1205	THERMOPLASTIC PAVEMENT MARKING LINES (24", 90 MILS)	600 LF	10.00	6,000.00
0035	4720000000-E	1205	THERMOPLASTIC PAVEMENT MARKING CHARACTER (90 MILS)	52 EA	90.00	4,680.00
0036	4725000000-E	1205	THERMOPLASTIC PAVEMENT MARKING SYMBOL (90 MILS)	49 EA	110.00	5,390.00
0037	4905100000-N	1253	NON-CAST IRON SNOWPLOWABLE PAVEMENT MARKER	105 EA	60.00	6,300.00
0038	7444000000-E	1725	INDUCTIVE LOOP SAWCUT	860 LF	7.00	6,020.00
TOTAL AMOUNT OF BID FOR ENTIRE PROJECT						\$3,073,373.33



## Fuel Usage Factor Adjustment Form

Contract Number	C204926
County	Wake
Contractor Name	Carolina Sunrock LLC
HiCAMS Vendor Number	11163

Select a Fuel Usage Factor for each of the Asphalt Material Descriptions to be used on the project. Within the Selected Fuel Usage Factor column, choose either 2.90 or 0.90 Gallons per Ton for the corresponding asphalt material description.

The Selected Fuel Usage Factor chosen will be used for the entire contract duration.

Description	Unit	Selected Fuel Usage Factor	
		0.90	2.90
Asphalt Concrete Base Course, Type B25.0C	Gal/Ton	<input type="checkbox"/>	<input type="checkbox"/>
Asphalt Concrete Intermediate Course, Type I19.0C	Gal/Ton	<input type="checkbox"/>	<input checked="" type="checkbox"/>
Asphalt Concrete Surface Course, Type SA-1	Gal/Ton	<input type="checkbox"/>	<input type="checkbox"/>
Asphalt Concrete Surface Course, Type SA-1 (Leveling Course)	Gal/Ton	<input type="checkbox"/>	<input type="checkbox"/>
Asphalt Concrete Surface Course, Type S4.75	Gal/Ton	<input type="checkbox"/>	<input type="checkbox"/>
Asphalt Concrete Surface Course, Type S4.75 (Leveling Course)	Gal/Ton	<input type="checkbox"/>	<input type="checkbox"/>
Asphalt Concrete Surface Course, Type S9.5B	Gal/Ton	<input type="checkbox"/>	<input checked="" type="checkbox"/>
Asphalt Concrete Surface Course, Type S9.5B (Leveling Course)	Gal/Ton	<input type="checkbox"/>	<input type="checkbox"/>
Asphalt Concrete Surface Course, Type S9.5C	Gal/Ton	<input type="checkbox"/>	<input type="checkbox"/>
Asphalt Concrete Surface Course, Type S9.5C (Leveling Course)	Gal/Ton	<input type="checkbox"/>	<input type="checkbox"/>
Asphalt Concrete Surface Course, Type S9.5D	Gal/Ton	<input type="checkbox"/>	<input type="checkbox"/>
Asphalt Concrete Surface Course, Type S9.5D (Leveling Course)	Gal/Ton	<input type="checkbox"/>	<input type="checkbox"/>
Open-Graded Asphalt Friction Course	Gal/Ton	<input type="checkbox"/>	<input type="checkbox"/>
Permeable Asphalt Drainage Course, Type _____	Gal/Ton	<input type="checkbox"/>	<input type="checkbox"/>
Sand Asphalt Surface Course, Type _____	Gal/Ton	<input type="checkbox"/>	<input type="checkbox"/>

If the Contractor does not mark either Fuel Usage Factor or marks both Fuel Usage Factors for an asphalt item description, the 2.90 Fuel Usage Factor shall be used for that asphalt line item.

Contract No. C204926  
County Wake

Rev. 5-19-11

**EXECUTION OF CONTRACT  
NON-COLLUSION AFFIDAVIT, DEBARMENT CERTIFICATION AND GIFT BAN CERTIFICATION  
LIMITED LIABILITY COMPANY**

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

By submitting this Execution of Contract, Non-Collusion Affidavit and Debarment Certification, the Contractor is certifying his status under penalty of perjury under the laws of the United States in accordance with the Debarment Certification attached, provided that the Debarment Certification also includes any required statements concerning exceptions that are applicable.

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

**SIGNATURE OF CONTRACTOR**

**Carolina Sunrock LLC**

Full Name of Firm

**200 Horizon Dr., Suite 100 Raleigh, NC 27615**

Address as Prequalified

  
Signature of Witness

Randy Talley Sr. ESTIMATOR  
Print or type Signer's name

  
Signature of Member/Manager/Authorized Agent  
Select appropriate title


**John Barrett, V. President**

Print or type Signer's Name

**AFFIDAVIT MUST BE NOTARIZED**

Subscribed and sworn to before me this the

9 day of April 2024

  
Signature of Notary Public

of Granville County

State of North Carolina

My Commission Expires: 4/21/28

**NOTARY SEAL**

MARGARET A SMITH  
Notary Public, North Carolina  
Durham County  
My Commission Expires  
April 21, 20

## DEBARMENT CERTIFICATION

### Conditions for certification:

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

### DEBARMENT CERTIFICATION

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

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

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

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

Check here if an explanation is attached to this certification.

**Contract No.**     **C204926**

**County (ies):**    **Wake**

ACCEPTED BY THE  
DEPARTMENT OF TRANSPORTATION

DocuSigned by:

*Ronald E. Davenport, Jr.*

52C46046381F443...

Contract Officer

04/10/2024

Date

Execution of Contract and Bonds  
Approved as to Form:

DocuSigned by:

*[Signature]*

646E313577A7476...

Attorney General

04/10/2024

Date

Contract No. C204926  
County Wake

**North Carolina Department of Transportation  
CONTRACT PAYMENT BOND**

Date of Payment Bond Execution April 1, 2024

Name of Principal Contractor Carolina Sunrock, LLC

Name of Surety: Liberty Mutual Insurance Company

Name of Contracting Body: North Carolina Department of Transportation  
Raleigh, NC

Amount of Bond: Three Million Seventy Three Thousand Three Hundred Seventy Three Dollars and 33/100 \$3,073,373.33

Contract ID No.: C204926

County Name: Wake

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

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

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

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

Contract No. C204926  
County Wake

Rev. 11-1-12

**CONTRACT PAYMENT BOND**

*Affix Seal of Surety Company*

Liberty Mutual Insurance Company  
Print or type Surety Company Name



By Chelsea Craney, Attorney-in-Fact  
Print, stamp or type name of Attorney-in-Fact

Chelsea Craney  
Signature of Attorney-in-Fact

Christina Worrells  
Signature of Witness

Christina Worrells  
Print or type Signer's name

4309 Emperor Blvd., Ste. 300  
Durham, NC 27703  
Address of Attorney-in-Fact

Contract No. C204926  
County Wake

Rev. 4-19-11

**CONTRACT PAYMENT BOND**  
**LIMITED LIABILITY COMPANY**

SIGNATURE OF CONTRACTOR (Principal)

Name of Contractor Carolina Sunrock, LLC  
Full name of Firm

200 Horizon Drive, Suite 100, Raleigh, NC 27615  
Address as prequalified

By:   
Signature of Member, Manager, Authorized Agent  
*Select appropriate title*

John Barrett VP/GM-Contracting  
Print or type Signer's name



Contract No. C204926  
County Wake

**North Carolina Department of Transportation  
CONTRACT PERFORMANCE BOND**

Date of Performance Bond Execution: April 1, 2024  
Name of Principal Contractor: Carolina Sunrock, LLC  
Name of Surety: Liberty Mutual Insurance Company  
Name of Contracting Body: North Carolina Department of Transportation  
Raleigh, NC  
Amount of Bond: Three Million Seventy Three Thousand Three Hundred Seventy Three Dollars and 33/100 \$3,073,373.33  
Contract ID No.: C204926  
County Name: Wake

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

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

NOW THEREFORE, if the principal shall well and truly perform and fulfill all the undertakings, covenants, terms, conditions, and agreements of said contract during the original term of said contract and any extensions thereof that may be granted by the Contracting Body, with or without notice to the Surety, and during the life of any guaranty required under the contract, and shall also well and truly perform and fulfill all the undertakings, covenants, terms, conditions, and agreements of any and all duly authorized modifications of said contract that may hereafter be made, notice of which modifications to the surety being hereby waived, then this obligation to be void; otherwise to remain in full force and virtue.

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

Contract No. C204926  
County Wake

Rev. 11-1-12

**CONTRACT PERFORMANCE BOND**

*Affix Seal of Surety Company*

Liberty Mutual Insurance Company  
Print or type Surety Company Name



By Chelsea Craney, Attorney-in-Fact  
Print, stamp or type name of Attorney-in-Fact

Chelsea Craney  
Signature of Attorney-in-Fact

Christina Worrells  
Signature of Witness

Christina Worrells  
Print or type Signer's name

4309 Emperor Blvd., Ste. 300  
Durham, NC 27703  
Address of Attorney-in-Fact

Contract No. C204926  
County Wake

Rev. 4-19-11

**CONTRACT PERFORMANCE BOND**

**LIMITED LIABILITY COMPANY**

SIGNATURE OF CONTRACTOR (Principal)

Name of Contractor Carolina Sunrock, LLC  
Full name of Firm

200 Horizon Drive, Suite 100, Raleigh, NC 27615  
Address as prequalified

By:   
Signature of Member, Manager, Authorized Agent  
*Select appropriate title*

John Barrett VP/GM-Contracting  
Print or type Signer's name



This Power of Attorney limits the acts of those named herein, and they have no authority to bind the Company except in the manner and to the extent herein stated.

Liberty Mutual Insurance Company
The Ohio Casualty Insurance Company
West American Insurance Company

POWER OF ATTORNEY

KNOWN ALL PERSONS BY THESE PRESENTS: That The Ohio Casualty Insurance Company is a corporation duly organized under the laws of the State of New Hampshire, that Liberty Mutual Insurance Company is a corporation duly organized under the laws of the State of Massachusetts, and West American Insurance Company is a corporation duly organized under the laws of the State of Indiana (herein collectively called the "Companies"), pursuant to and by authority herein set forth, does hereby name, constitute and appoint Chelsea Craney all of the city of Durham, state of NC, its true and lawful attorney-in-fact, with full power and authority hereby conferred to sign, execute and acknowledge the following surety bond.

Principal Name: Carolina Sunrock, LLC
Obligee Name: North Carolina Department of Transportation
Surety Bond Number: 18236534 Bond Amount: See Bond Form

IN WITNESS WHEREOF, this Power of Attorney has been subscribed by an authorized officer or official of the Companies and the corporate seals of the Companies have been affixed thereto this 1st day of April, 2024.

Liberty Mutual Insurance Company
The Ohio Casualty Insurance Company
West American Insurance Company

By: [Signature]

David M. Carey, Assistant Secretary



STATE OF PENNSYLVANIA ss
COUNTY OF MONTGOMERY

On this 1st day of April, 2024, before me personally appeared David M. Carey, who acknowledged himself to be the Assistant Secretary of Liberty Mutual Insurance Company, The Ohio Casualty Company, and West American Insurance Company, and that he, as such, being authorized so to do, execute the foregoing instrument for the purposes therein contained by signing on behalf of the corporations by himself as a duly authorized officer.

IN WITNESS WHEREOF, I have hereunto subscribed my name and affixed my notarial seal at Plymouth Meeting, Pennsylvania, on the day and year first above written.



Commonwealth of Pennsylvania - Notary Seal
Teresa Pastella, Notary Public
Montgomery County
My commission expires March 28, 2025
Commission number 1126044
Member, Pennsylvania Association of Notaries

By: [Signature]
Teresa Pastella, Notary Public

This Power of Attorney is made and executed pursuant to and by authority of the following By-laws and Authorizations of The Ohio Casualty Insurance Company, Liberty Mutual Insurance Company, and West American Insurance Company which resolutions are now in full force and effect reading as follows:

ARTICLE IV - OFFICERS: Section 12. Power of Attorney.

Any officer or other official of the Corporation authorized for that purpose in writing by the Chairman or the President, and subject to such limitation as the Chairman or the President may prescribe, shall appoint such attorneys-in-fact, as may be necessary to act in behalf of the Corporation to make, execute, seal, acknowledge and deliver as surety any and all undertakings, bonds, recognizances and other surety obligations. Such attorneys-in-fact, subject to the limitations set forth in their respective powers of attorney, shall have full power to bind the Corporation by their signature and execution of any such instruments and to attach thereto the seal of the Corporation. When so executed, such instruments shall be as binding as if signed by the President and attested to by the Secretary. Any power or authority granted to any representative or attorney-in-fact under the provisions of this article may be revoked at any time by the Board, the Chairman, the President or by the officer or officers granting such power or authority.

ARTICLE XIII - Execution of Contracts: Section 5. Surety Bonds and Undertakings.

Any officer of the Company authorized for that purpose in writing by the chairman or the president, and subject to such limitations as the chairman or the president may prescribe, shall appoint such attorneys-in-fact, as may be necessary to act in behalf of the Company to make, execute, seal, acknowledge and deliver as surety any and all undertakings, bonds, recognizances and other surety obligations. Such attorneys-in-fact, subject to the limitations set forth in their respective powers of attorney, shall have full power to bind the Company by their signature and execution of any such instruments and to attach thereto the seal of the Company. When so executed such instruments shall be as binding as if signed by the president and attested by the secretary.

Certificate of Designation - The President of the Company, acting pursuant to the Bylaws of the Company, authorizes David M. Carey, Assistant Secretary to appoint such attorneys-in-fact as may be necessary to act on behalf of the Company to make, execute, seal, acknowledge and deliver as surety any and all undertakings, bonds, recognizances and other surety obligations.

Authorization - By unanimous consent of the Company's Board of Directors, the Company consents that facsimile or mechanically reproduced signature of any assistant secretary of the Company, wherever appearing upon a certified copy of any power of attorney issued by the Company in connection with surety bonds, shall be valid and binding upon the Company with the same force and effect as though manually affixed.

I, Renee C. Llewellyn, the undersigned, Assistant Secretary, of Liberty Mutual Insurance Company, The Ohio Casualty Insurance Company, and West American Insurance Company do hereby certify that this power of attorney executed by said Companies is in full force and effect and has not been revoked.

IN TESTIMONY WHEREOF, I have hereunto set my hand and affixed the seals of said Companies this 1st day of April, 2024.



By: [Signature]

Renee C. Llewellyn, Assistant Secretary

Not valid for mortgage, note, loan, letter of credit, currency rate, interest rate or residual value guarantees.

For bond and/or Power of Attorney (POA) verification inquiries, please call 610-832-8240 or email HOSUR@libertymutual.com.