

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

C204139

CONTRACT AND  
CONTRACT BONDS

FOR CONTRACT NO. C204139

WBS 47746.3.1 STATE FUNDED

T.I.P NO. I-6002

COUNTY OF CRAVEN, JONES

THIS IS THE ROADWAY CONTRACT

ROUTE NUMBER US 70 LENGTH 32.040 MILES

LOCATION US-70/US-17 FROM DOVER TO THE NEUSE RIVER BRIDGE IN NEW  
BERN.

CONTRACTOR BARNHILL CONTRACTING COMPANY

ADDRESS P.O. BOX 7948

ROCKY MOUNT, NC 27804

BIDS OPENED MARCH 20, 2018

CONTRACT EXECUTION 4/24/2018

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

PROPOSAL

**INCLUDES ADDENDUM No. 1 DATED 03-07-2018**

DATE AND TIME OF BID OPENING: **MARCH 20, 2018 AT 2:00 PM**

CONTRACT ID C204139

WBS 47746.3.1

FEDERAL-AID NO. STATE FUNDED

COUNTY CRAVEN, JONES

T.I.P. NO. I-6002

MILES 32.040

ROUTE NO. US 70

LOCATION US-70/US-17 FROM DOVER TO THE NEUSE RIVER BRIDGE IN NEW BERN.

TYPE OF WORK WIDENING, MILLING, RESURFACING, GUARDRAIL, & SHLD RECONST.

**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. C204139 IN CRAVEN AND JONES COUNTIES, NORTH CAROLINA**

Date \_\_\_\_\_ 20 \_\_\_\_\_

**DEPARTMENT OF TRANSPORTATION,  
RALEIGH, NORTH CAROLINA**

The Bidder has carefully examined the location of the proposed work to be known as Contract No. C204139 has carefully examined the plans and specifications, which are acknowledged to be part of the proposal, the special provisions, the proposal, the form of contract, and the forms of contract payment bond and contract performance bond; and thoroughly understands the stipulations, requirements and provisions. The undersigned bidder agrees to bound upon his execution of the bid and subsequent award to him by the Board of Transportation in accordance with this proposal to provide the necessary contract payment bond and contract performance bond within fourteen days after the written notice of award is received by him. The undersigned Bidder further agrees to provide all necessary machinery, tools, labor, and other means of construction; and to do all the work and to furnish all materials, except as otherwise noted, necessary to perform and complete the said contract in accordance with *the 2018 Standard Specifications for Roads and Structures* by the dates(s) specified in the Project Special Provisions and in accordance with the requirements of the Engineer, and at the unit or lump sum prices, as the case may be, for the various items given on the sheets contained herein.

The Bidder shall provide and furnish all the materials, machinery, implements, appliances and tools, and perform the work and required labor to construct and complete State Highway Contract No. C204139 in Craven and Jones Counties, 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 2018* 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 E. Davenport, Jr.*

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3/7/2018

**TABLE OF CONTENTS**

**COVER SHEET**  
**PROPOSAL SHEET**

**PROJECT SPECIAL PROVISIONS**

CONTRACT TIME AND LIQUIDATED DAMAGES: ..... G-1  
INTERMEDIATE CONTRACT TIME NUMBER 1 AND LIQUIDATED DAMAGES: ..... G-1  
INTERMEDIATE CONTRACT TIME NUMBER 2 AND LIQUIDATED DAMAGES: ..... G-1  
PERMANENT VEGETATION ESTABLISHMENT:..... G-2  
RAILROAD GRADE CROSSING: ..... G-3  
MAJOR CONTRACT ITEMS: ..... G-3  
SPECIALTY ITEMS:..... G-3  
FUEL PRICE ADJUSTMENT:..... G-4  
SCHEDULE OF ESTIMATED COMPLETION PROGRESS:..... G-4  
MINORITY BUSINESS ENTERPRISE AND WOMEN BUSINESS ENTERPRISE: ..... G-5  
MAINTENANCE OF THE PROJECT: ..... G-19  
COOPERATION BETWEEN CONTRACTORS:..... G-19  
OUTSOURCING OUTSIDE THE USA:..... G-20  
EROSION AND SEDIMENT CONTROL/STORMWATER CERTIFICATION: ..... G-20  
PROCEDURE FOR MONITORING BORROW PIT DISCHARGE:..... G-25  
NOTIFICATION FOR SIGNAL LOOPS: ..... G-27  
NOTE TO CONTRACTOR: ..... G-27

ROADWAY..... R-1

**STANDARD SPECIAL PROVISIONS**

AVAILABILITY FUNDS – TERMINATION OF CONTRACTS ..... SSP-1  
NCDOT GENERAL SEED SPECIFICATION FOR SEED QUALITY ..... SSP-2  
ERRATA..... SSP-5  
PLANT AND PEST QUARANTINES ..... SSP-6  
MINIMUM WAGES ..... SSP-7  
ON-THE-JOB TRAINING ..... SSP-8

**UNIT PROJECT SPECIAL PROVISIONS**

TRAFFIC CONTROL ..... TC-1  
EROSION CONTROL ..... EC-1

**PROPOSAL ITEM SHEET**

ITEM SHEET(S) (TAN SHEETS)

**SKETCH MAPS (INSERT)**

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

(4-17-12)

108

SP1 G07 C

The date of availability for this contract is **April 30, 2018**.

The completion date for this contract is **February 13, 2020**.

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

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

**INTERMEDIATE CONTRACT TIME NUMBER 1 AND LIQUIDATED DAMAGES:**

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

108

SP1 G13 A

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

The date of availability for this intermediate contract time is **April 30, 2018**.

The completion date for this intermediate contract time is **November 15, 2019**.

The liquidated damages for this intermediate contract time are **Three Thousand Dollars (\$3,000.00)** per calendar day.

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

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

(2-20-07)

108

SP1 G14 B

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

HOLIDAY AND HOLIDAY WEEKEND LANE CLOSURE RESTRICTIONS

1. For **unexpected occurrence** that creates unusually high traffic volumes, as directed by the Engineer.
2. For **Memorial Day**, between the hours of **6:00 A.M.** Friday and **6:00 P.M.** Tuesday.
3. For **Independence Day**, between the hours of **6:00 A.M.** the day before Independence Day and **6:00 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 **6:00 P.M.** the Tuesday after Independence Day.

4. For **Labor Day**, between the hours of **6:00 A.M.** Friday and **6:00 P.M.** Tuesday.

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

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

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

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

**PERMANENT VEGETATION ESTABLISHMENT:**

(2-16-12) (Rev. 10-15-13)

104

SP1 G16

Establish a permanent stand of the vegetation mixture shown in the contract. During the period between initial vegetation planting and final project acceptance, perform all work necessary to establish permanent vegetation on all erodible areas within the project limits, as well as, in borrow and waste pits. This work shall include erosion control device maintenance and installation, repair seeding and mulching, supplemental seeding and mulching, mowing, and fertilizer topdressing, as directed. All work shall be performed in accordance with the applicable section of the *2018 Standard Specifications*. All work required for initial vegetation planting shall be performed as a part of the work necessary for the completion and acceptance of the Intermediate Contract Time (ICT). Between the time of ICT and Final Project acceptance, or otherwise referred to as the vegetation establishment period, the Department will be responsible for preparing the required National Pollutant Discharge Elimination System (NPDES) inspection records.

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

Payment for *Response for Erosion Control, Seeding and Mulching, Repair Seeding, Supplemental Seeding, Mowing, Fertilizer Topdressing, Silt Excavation, and Stone for Erosion Control* will be made at contract unit prices for the affected items. Work required that is not represented by contract line items will be paid in accordance with Articles 104-7 or 104-3 of the *2018 Standard Specifications*. No additional compensation will be made for maintenance and removal of temporary erosion control items.

**RAILROAD GRADE CROSSING:**

(7-1-95) (Rev. 1-15-13)

107-9

SP1 G17R

Provide at least 2 weeks advance notice to the railroad's local Roadmaster or Track Supervisor when the use of slow-moving or stopped equipment is required over at-grade railroad crossings.

**MAJOR CONTRACT ITEMS:**

(2-19-02)

104

SP1 G28

The following listed items are the major contract items for this contract (see Article 104-5 of the *2018 Standard Specifications*):

| <b>Line #</b> | <b>Description</b>                                 |
|---------------|--|
| 9 —           | Asphalt Concrete Base Course, Type B25.0 C         |
| 10 —          | Asphalt Concrete Intermediate Course, Type I19.0 C |
| 11 —          | Asphalt Concrete Surface Course, Type S9.5 C       |

**SPECIALTY ITEMS:**

(7-1-95)(Rev. 1-17-12)

108-6

SP1 G37

Items listed below will be the specialty items for this contract (see Article 108-6 of the *2018 Standard Specifications*).

| <b>Line #</b> | <b>Description</b>          |
|---------------|-----------------------------|
| 14 - 16       | Guardrail                   |
| 24 - 32       | Long-Life Pavement Markings |
| 40            | Permanent Pavement Markers  |
| 41 - 44       | Erosion Control             |

**FUEL PRICE ADJUSTMENT:**

(11-15-05) (Rev. 2-18-14)

109-8

SP1 G43

Revise the *2018 Standard Specifications* as follows:

**Page 1-83, Article 109-8, Fuel Price Adjustments**, add the following:

The base index price for DIESEL #2 FUEL is \$ **2.2321** 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:

| <b>Description</b>                              | <b>Units</b> | <b>Fuel Usage Factor Diesel</b> |
|---|--------------|---------------------------------|
| 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                            |
| Asphalt Concrete Base Course, Type ____         | Gal/Ton      | 2.90                            |
| Asphalt Concrete Intermediate Course, Type ____ | Gal/Ton      | 2.90                            |
| Asphalt Concrete Surface Course, Type ____      | Gal/Ton      | 2.90                            |
| Open-Graded Asphalt Friction Course             | Gal/Ton      | 2.90                            |
| Permeable Asphalt Drainage Course, Type ____    | Gal/Ton      | 2.90                            |
| Sand Asphalt Surface Course, Type ____          | Gal/Ton      | 2.90                            |
| Aggregate for Cement Treated Base Course        | Gal/Ton      | 0.55                            |
| Portland Cement for Cement Treated Base Course  | Gal/Ton      | 0.55                            |
| __" Portland Cement Concrete Pavement           | Gal/SY       | 0.245                           |
| Concrete Shoulders Adjacent to __" Pavement     | Gal/SY       | 0.245                           |

**SCHEDULE OF ESTIMATED COMPLETION PROGRESS:**

(7-15-08) (Rev. 5-16-17)

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>Fiscal Year</b>       | <b>Progress (% of Dollar Value)</b> |
|--------------------------|-------------------------------------|
| 2018 (7/01/17 - 6/30/18) | <b>16%</b> of Total Amount Bid      |
| 2019 (7/01/18 - 6/30/19) | <b>71%</b> of Total Amount Bid      |
| 2020 (7/01/19 - 6/30/20) | <b>13%</b> of Total Amount Bid      |

The Contractor shall also furnish his own progress schedule in accordance with Article 108-2 of the *2018 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. 1-17-17)

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 either the MBE or WBE goal. No submittal of a Letter of Intent is required, unless the additional participation is used for banking purposes.

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

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

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

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

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

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

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

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

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

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

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

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

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

*DBE-IS Subcontractor Payment Information* - Form for reporting the payments made to all MBE/WBE firms working on the project. This form is for paper bid projects only.  
<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.  
<http://connect.ncdot.gov/projects/construction/Construction%20Forms/DBE%20MBE%20WBE%20Replacement%20Request%20Form.pdf>

*SAF Subcontract Approval Form* - Form required for approval to sublet the contract.  
<http://connect.ncdot.gov/projects/construction/Construction%20Forms/Subcontract%20Approval%20Form%20Rev.%202012.zip>

*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 amount 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 this MBE and WBE goals. 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>

### **MBE and WBE Goal**

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

(A) **Minority Business Enterprises 3.0 %**

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

(B) **Women Business Enterprises 3.0 %**

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

### **Directory of Transportation Firms (Directory)**

Real-time information is available about firms doing business with the Department and firms that are certified through NCUCP in the Directory of Transportation Firms. Only firms identified in the Directory as MBE and WBE certified shall be used to meet the MBE and WBE goals respectively. The Directory can be found at the following link. <https://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 MBE goal and the WBE goal will be considered committed, even though the listing shall include both committed MBE/WBE subcontractors and additional MBE/WBE subcontractors. Any additional MBE/WBE subcontractor participation above the goal for which letters of intent are received 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 Expedite, the bidding software of Bid Express®.

- (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 Expedite, 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 either the MBE or WBE goal.

(B) Paper Bids

- (1) *If either the MBE or 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 corresponding goal.

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

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

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

The documentation shall be received in the office of the 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 MBE and WBE goals, or if the form is incomplete (i.e. both signatures are not present), the MBE/WBE participation will not count toward meeting the MBE/WBE goal. If the lack of this participation drops the commitment below either the MBE or WBE goal, the Contractor shall submit evidence of good faith efforts for the goal not met, completed in its entirety, to the 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 by Letter of Intent exceeds the algebraic sum of the MBE or 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 firms to meet the contract goal, as part of the good faith effort, the Department will consider allowing the bidder to withdraw funds to meet the MBE goal as long as there are adequate funds available from the bidder's MBE bank account.

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

**Submission of Good Faith Effort**

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

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](mailto: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 9 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 MBE/WBE Goals More Than Zero**

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

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

- (A) Soliciting through all reasonable and available means (e.g. attendance at pre-bid meetings, advertising, 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 MBE and WBE goals 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 contract MBE/WBE goals 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 contract goals into consideration. However, the fact that there may be some additional costs involved in finding and using MBEs/WBEs is not in itself sufficient reason for a bidder's failure to meet the contract MBE or WBE goals, as long as such costs are reasonable. Also, the ability or desire of a prime contractor to perform the work of a contract with its own organization does not relieve the bidder of the responsibility

to make good faith efforts. Bidding contractors are not, however, required to accept higher quotes from MBEs/WBEs if the price difference is excessive or unreasonable.

- (E) Not rejecting MBEs/WBEs as being unqualified without sound reasons based on a thorough investigation of their capabilities. The bidder's standing within its industry, membership in specific groups, organizations, or associates and political or social affiliations (for example, union vs. non-union employee status) are not legitimate causes for the rejection or non-solicitation of bids in the bidder's efforts to meet the project goal.
- (F) Making efforts to assist interested MBEs/WBEs in obtaining bonding, lines of credit, or insurance as required by the recipient or bidder.
- (G) Making efforts to assist interested MBEs/WBEs in obtaining necessary equipment, supplies, materials, or related assistance or services.
- (H) Effectively using the services of available minority/women community organizations; minority/women contractors' groups; Federal, State, and local minority/women business assistance offices; and other organizations as allowed on a case-by-case basis to provide assistance in the recruitment and placement of MBEs/WBEs. Contact within 7 days from the bid opening the Business Opportunity and Work Force Development Unit at [DBE@ncdot.gov](mailto:DBE@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 MBE and WBE goal.

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

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

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



**Non-Good Faith Appeal**

The State Contractual Services 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 Contractual Services Engineer or at 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 MBE/WBE Goals****(A) Participation**

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

**(B) Joint Checks**

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

**(C) Subcontracts (Non-Trucking)**

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

**(D) Joint Venture**

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

## (E) Suppliers

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

## (F) Manufacturers and Regular Dealers

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

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

**Commercially Useful Function**

## (A) MBE/WBE Utilization

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

## (B) MBE/WBE Utilization in Trucking

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

- (1) The MBE/WBE shall be responsible for the management and supervision of the entire trucking operation for which it is responsible on a particular contract, and there shall not be a contrived arrangement for the purpose of meeting the MBE or WBE goal.
- (2) The MBE/WBE shall itself own and operate at least one fully licensed, insured, and operational truck used on the contract.
- (3) The MBE/WBE receives credit for the total value of the transportation services it provides on the contract using trucks it owns, insures, and operates using drivers it employs.
- (4) The MBE may subcontract the work to another MBE firm, including an owner-operator who is certified as a MBE. The same holds true that a WBE may subcontract the work to another WBE firm, including an owner-operator who is certified as a WBE. When this occurs, the MBE or WBE who subcontracts work receives credit for the total value of the transportation services the subcontracted MBE or WBE provides on the contract. It should be noted that every effort shall be made by MBE and WBE contractors to subcontract to the same certification (i.e., MBEs to MBEs and WBEs to WBEs), in order to fulfill the goal requirement. This, however, may not always be possible due to the limitation of firms in the area. If the MBE or WBE firm shows a good faith effort has been made to reach out to similarly certified transportation service providers and there is no interest or availability, and they can get assistance from other certified providers, the Engineer will not hold the prime liable for meeting the goal.
- (5) The MBE/WBE may also subcontract the work to a non-MBE/WBE firm, including from an owner-operator. The MBE/WBE who subcontracts the work to a non-MBE/WBE is entitled to credit for the total value of transportation services provided by the non-MBE/WBE subcontractor not to exceed the value of transportation services provided by MBE/WBE-owned trucks on the contract. Additional participation by non-MBE/WBE subcontractors receives credit only for the fee or commission it receives as a result of the subcontract arrangement. The value of services performed under subcontract agreements between the MBE/WBE and the Contractor will not count towards the MBE/WBE contract requirement.
- (6) A MBE/WBE may lease truck(s) from an established equipment leasing business open to the general public. The lease must indicate that the MBE/WBE has exclusive use of and control over the truck. This requirement does not preclude the leased truck from working for others during the term of the lease with the consent of the MBE/WBE, so long as the lease gives the MBE/WBE absolute priority for use of the leased truck. This type of lease may count toward the MBE/WBE's credit as long as the driver is under the MBE/WBE's payroll.

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

### **MBE/WBE Replacement**

When a Contractor has relied on a commitment to a MBE or WBE firm (or an approved substitute MBE or WBE firm) to meet all or part of a contract goal requirement, the contractor shall not terminate the MBE/WBE for convenience. This includes, but is not limited to, instances in which the Contractor seeks to perform the work of the terminated subcontractor with another MBE/WBE subcontractor, a non-MBE/WBE subcontractor, or with the Contractor's own forces or those of an affiliate. A MBE/WBE may only be terminated after receiving the Engineer's written approval based upon a finding of good cause for the termination. The prime contractor must give the MBE/WBE firm five (5) calendar days to respond to the prime contractor's notice of termination and advise the prime contractor and the Department of the reasons, if any, why the firm objects to the proposed termination of its subcontract and why the Department should not approve the action. All requests for replacement of a committed MBE/WBE firm shall be submitted to the Engineer for approval on Form RF-1 (*Replacement Request*). If the Contractor fails to follow this procedure, the Contractor may be disqualified from further bidding for a period of up to 6 months.

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

#### **(A) Performance Related Replacement**

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

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

- (1) Copies of written notification to MBEs/WBEs that their interest is solicited in contracting the work defaulted by the previous MBE/WBE or in subcontracting other items of work in the contract.
- (2) Efforts to negotiate with MBEs/WBEs for specific subbids including, at a minimum:
  - (a) The names, addresses, and telephone numbers of MBEs/WBEs who were contacted.
  - (b) A description of the information provided to MBEs/WBEs regarding the plans and specifications for portions of the work to be performed.

- (3) A list of reasons why MBE/WBE quotes were not accepted.
  - (4) Efforts made to assist the MBEs/WBEs contacted, if needed, in obtaining bonding or insurance required by the Contractor.
- (B) Decertification Replacement
- (1) When a committed MBE/WBE is decertified by the Department after the SAF (*Subcontract Approval Form*) has been received by the Department, the Department will not require the Contractor to solicit replacement MBE/WBE participation equal to the remaining work to be performed by the decertified firm. The participation equal to the remaining work performed by the decertified firm will count toward the contract goal requirement.
  - (2) When a committed MBE/WBE is decertified prior to the Department receiving the SAF (*Subcontract Approval Form*) for the named MBE/WBE firm, the Contractor shall take all necessary and reasonable steps to replace the MBE/WBE subcontractor with another similarly certified MBE/WBE subcontractor to perform at least the same amount of work to meet the MBE/WBE goal requirement. If a MBE/WBE firm is not found to do the same amount of work, a good faith effort must be submitted to NCDOT (see A herein for required documentation).

### **Changes in the Work**

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

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

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

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

**Reports and Documentation**

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

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

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

**Reporting Minority and Women Business Enterprise Participation**

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

- (A) Withholding of money due in the next partial pay estimate; or
- (B) Removal of an approved contractor from the prequalified bidders' list or the removal of other entities from the approved subcontractors list.

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

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

Failure on the part of any subcontractor to submit the required information in the time frame specified may result in the disqualification of that contractor and any affiliate companies from being approved for 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 *2018 Standard Specifications* may be cause to disqualify the Contractor.

### **MAINTENANCE OF THE PROJECT:**

(11-20-07) (Rev. 1-17-12)

104-10

SP1 G125

Revise the *2018 Standard Specifications* as follows:

**Page 1-39, Article 104-10 Maintenance of the Project, line 25**, add the following after the first sentence of the first paragraph:

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

**Page 1-39, Article 104-10 Maintenance of the Project, line 30**, add the following as the last sentence of the first paragraph:

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

**Page 1-39, Article 104-10 Maintenance of the Project, lines 42-44**, replace the last sentence of the last paragraph with the following:

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

### **COOPERATION BETWEEN CONTRACTORS:**

(7-1-95)

105-7

SP1 G133

The Contractor's attention is directed to Article 105-7 of the *2018 Standard Specifications*.

2017CPT.02.16.10521.1, etc. (C204051 Lenoir-Jones) is located adjacent to Maps #1 & #2 and is currently under construction.

R-4463A (Craven County) is located in the vicinity of Maps #4 & #6 and is anticipated to be Let on June 18, 2019.

U-5992 (Craven County) is located adjacent to Maps #4 & #6 and is anticipated to be Division Let on June 29, 2018.

The Contractor on this project shall cooperate with the Contractor working within or adjacent to the limits of this project to the extent that the work can be carried out to the best advantage of all concerned.

**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.

**EROSION AND SEDIMENT CONTROL/STORMWATER CERTIFICATION:**

(1-16-07) (Rev 11-22-16)

105-16, 225-2, 16

SP1 G180

**General**

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

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

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



**Roles and Responsibilities**

- (A) *Certified Erosion and Sediment Control/Stormwater Supervisor* - The Certified Supervisor shall be Level II and responsible for ensuring the erosion and sediment control/stormwater plan is adequately implemented and maintained on the project and for conducting the quality control program. The Certified Supervisor shall be on the project within 24 hours notice from initial exposure of an erodible surface to the project's final acceptance. Perform the following duties:
- (1) **Manage Operations** - Coordinate and schedule the work of subcontractors so that erosion and sediment control/stormwater measures are fully executed for each operation and in a timely manner over the duration of the contract.
    - (a) Oversee the work of subcontractors so that appropriate erosion and sediment control/stormwater preventive measures are conformed to at each stage of the work.
    - (b) Prepare the required National Pollutant Discharge Elimination System (NPDES) Inspection Record and submit to the Engineer.
    - (c) Attend all weekly or monthly construction meetings to discuss the findings of the NPDES inspection and other related issues.
    - (d) Implement the erosion and sediment control/stormwater site plans requested.
    - (e) Provide any needed erosion and sediment control/stormwater practices for the Contractor's temporary work not shown on the plans, such as, but not limited to work platforms, temporary construction, pumping operations, plant and storage yards, and cofferdams.
    - (f) Acquire applicable permits and comply with requirements for borrow pits, dewatering, and any temporary work conducted by the Contractor in jurisdictional areas.
    - (g) Conduct all erosion and sediment control/stormwater work in a timely and workmanlike manner.
    - (h) Fully perform and install erosion and sediment control/stormwater work prior to any suspension of the work.
    - (i) Coordinate with Department, Federal, State and Local Regulatory agencies on resolution of erosion and sediment control/stormwater issues due to the Contractor's operations.
    - (j) Ensure that proper cleanup occurs from vehicle tracking on paved surfaces or any location where sediment leaves the Right-of-Way.
    - (k) Have available a set of erosion and sediment control/stormwater plans that are initialed and include the installation date of Best Management Practices. These practices shall include temporary and permanent groundcover and be properly updated to reflect necessary plan and field changes for use and review by Department personnel as well as regulatory agencies.
  - (2) Requirements set forth under the NPDES Permit - The Department's NPDES Stormwater permit (NCS000250) outlines certain objectives and management measures pertaining to construction activities. The permit references *NCG010000, General Permit to Discharge Stormwater* under the NPDES, and states that the

Department shall incorporate the applicable requirements into its delegated Erosion and Sediment Control Program for construction activities disturbing one or more acres of land. The Department further incorporates these requirements on all contracted bridge and culvert work at jurisdictional waters, regardless of size. Some of the requirements are, but are not limited to:

- (a) Control project site waste to prevent contamination of surface or ground waters of the state, i.e. from equipment operation/maintenance, construction materials, concrete washout, chemicals, litter, fuels, lubricants, coolants, hydraulic fluids, any other petroleum products, and sanitary waste.
  - (b) Inspect erosion and sediment control/stormwater devices and stormwater discharge outfalls at least once every 7 calendar days and within 24 hours after a rainfall event of 0.5 inch that occurs within a 24 hour period. Additional monitoring may be required at the discretion of Division of Water Resources personnel if the receiving stream is 303(d) listed for turbidity and the project has had documented problems managing turbidity.
  - (c) Maintain an onsite rain gauge or use the Department's Multi-Sensor Precipitation Estimate website to maintain a daily record of rainfall amounts and dates.
  - (d) Maintain erosion and sediment control/stormwater inspection records for review by Department and Regulatory personnel upon request.
  - (e) Implement approved reclamation plans on all borrow pits, waste sites and staging areas.
  - (f) Maintain a log of turbidity test results as outlined in the Department's Procedure for Monitoring Borrow Pit Discharge.
  - (g) Provide secondary containment for bulk storage of liquid materials.
  - (h) Provide training for employees concerning general erosion and sediment control/stormwater awareness, the Department's NPDES Stormwater Permit NCS000250 requirements, and the applicable requirements of the *General Permit, NCG010000*.
  - (i) Report violations of the NPDES permit to the Engineer immediately who will notify the Division of Water Quality Regional Office within 24 hours of becoming aware of the violation.
- (3) Quality Control Program - Maintain a quality control program to control erosion, prevent sedimentation and follow provisions/conditions of permits. The quality control program shall:
- (a) Follow permit requirements related to the Contractor and subcontractors' construction activities.
  - (b) Ensure that all operators and subcontractors on site have the proper erosion and sediment control/stormwater certification.
  - (c) Notify the Engineer when the required certified erosion and sediment control/stormwater personnel are not available on the job site when needed.
  - (d) Conduct the inspections required by the NPDES permit.
  - (e) Take corrective actions in the proper timeframe as required by the NPDES permit for problem areas identified during the NPDES inspections.

- (f) Incorporate erosion control into the work in a timely manner and stabilize disturbed areas with mulch/seed or vegetative cover on a section-by-section basis.
- (g) Use flocculants approved by state regulatory authorities where appropriate and where required for turbidity and sedimentation reduction.
- (h) Ensure proper installation and maintenance of temporary erosion and sediment control devices.
- (i) Remove temporary erosion or sediment control devices when they are no longer necessary as agreed upon by the Engineer.
- (j) The Contractor's quality control and inspection procedures shall be subject to review by the Engineer. Maintain NPDES inspection records and make records available at all times for verification by the Engineer.

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

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

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

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

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

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

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

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

### **Preconstruction Meeting**

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

### **Ethical Responsibility**

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

### **Revocation or Suspension of Certification**

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

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

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

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

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

Chief Engineer  
1536 Mail Service Center  
Raleigh, NC 27699-1536

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

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

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

### **Measurement and Payment**

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

### **PROCEDURE FOR MONITORING BORROW PIT DISCHARGE:**

(2-20-07) (Rev. 3-19-13)

105-16, 230, 801

SP1 G181

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

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

- (A) Either cease discharge or modify the discharge volume or turbidity levels to bring the downstream turbidity levels into compliance, or
- (B) Evaluate the upstream conditions to determine if the exceedance of the standard is due to natural background conditions. If the background turbidity measurements exceed the standard, operation of the pit and discharge can continue as long as the stream turbidity levels are not increased due to the discharge.
- (C) Measure and record the turbidity test results (time, date and sampler) at all defined sampling locations 30 minutes after startup and at a minimum, one additional sampling of all sampling locations during that 24-hour period in which the borrow pit is discharging.

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

During the Environmental Assessment required by Article 230-4 of the *2018 Standard Specifications*, the Contractor shall define the point at which the discharge enters into the State's surface waters and the appropriate sampling locations. Sampling locations shall include points upstream and downstream from the point at which the discharge enters these waters. Upstream sampling location shall be located so that it is not influenced by backwater conditions and represents natural background conditions. Downstream sampling location shall be located at the point where complete mixing of the discharge and receiving water has occurred.

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

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

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

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

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

**NOTIFICATION FOR SIGNAL LOOPS:**

(3-23-15)

The Contractor shall notify the following NCDOT personnel a minimum of 7 days before the cutting of the traffic signal loops, and the completion of paving at the intersection:

**Tim Bell**  
**Signal Supervisor**  
**252-830-3493**

**NOTE TO CONTRACTOR:**

The Contractor's attention is directed to the fact that he will be allowed to leave lane closures in place continuously until the widening and shoulder reconstruction is complete.

The Contractor is hereby notified that he will be allowed to use the existing median crossovers for access points provided he maintains them and restores them to their original condition. The Contractor shall not block the travel lanes due to trucks backing up due to lack of storage within these crossovers. Any Public Safety issues that arise due to using these crossovers shall be addressed by the Contractor at no cost to the Department.

The Contractor will be allowed to construct a new temporary crossover near the bridge pier of the Glenburnie Road Interchange only and at no cost to the Department. The Contractor would be responsible for temporarily relocating the guardrail and guiderail to perform this work at no cost to the Department.

**PROJECT SPECIAL PROVISIONS****ROADWAY****SHOULDER RECONSTRUCTION PER SHOULDER MILE:**

(11-16-10) (Rev. 8-21-12)

560

SP1 R07FR(Revised)

**Description**

This work consists of reconstructing the median shoulder (T1) and the outside shoulder (T2) in accordance with Standard Drawing No. 560.01 and 560.02 of the *2018 Roadway Standard Drawings* except that the rate of slope and width will be as shown on typical section, or to the existing shoulder point, whichever is nearer, as long as the desired typical is achieved, and when completed, seeding and mulching. 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 *2018 Standard Specifications*. All soil is subject to test and acceptance or rejection by the Engineer.

**Construction Methods**

Obtain material from within the project limits or approved borrow source. Prior to adding borrow 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 (T\_\_)* will be measured and paid as the actual number of miles of shoulders that have been reconstructed. 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.

*Borrow Excavation* will be paid in accordance with Section 230 of the *2018 Standard Specifications* for earth material furnished by the Contractor. The requirements of Article 104-5 of the *2018 Standard Specifications* pertaining to revised contract prices for overrunning minor items will not apply to the item of *Borrow Excavation*.

*Seeding and Mulching* will be measured and paid as shown elsewhere in the contract documents.



Payment will be made under:

**Pay Item**

Median Shoulder Reconstruction (T1)  
 Outside Shoulder Reconstruction (T2)  
 Borrow Excavation

**Pay Unit**

Shoulder Mile  
 Shoulder Mile  
 Cubic Yard

**REMOVAL OF EXISTING SHOULDER:**

(4-15-08)

SPI 2-07

In areas where the existing shoulder is to be converted to full depth paved shoulder, the Contractor shall remove all asphalt, earth material and aggregate necessary to place the proposed Department furnished geogrid and asphalt base course in accordance with the typical section and as directed by the Engineer.

No separate payment shall be made for the removal of existing shoulder as the cost of this work shall be included in the unit price bid per ton for *Asphalt Concrete Base Course, Type B25.0C*.

**SHOULDER WEDGE:**

(9-20-11) (Rev. 8-21-12)

610

SP6 R03R

Revise the *2018 Standard Specifications* as follows:

**Page 6-21, Article 610-8, SPREADING AND FINISHING**, add the following after line 39:

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)

620

SP6 R25

Price adjustments for asphalt binder for plant mix will be made in accordance with Section 620 of the *2018 Standard Specifications*.

The base price index for asphalt binder for plant mix is **\$ 414.00** 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, 2018**.

**AGGREGATE SUBGRADE WITH GEOGRID – 1/31/18****Description**

Construct geogrid reinforced aggregate subgrades in accordance with the NCDOT Standard Specifications and this special provision where directed by the engineer.

**Construction**

Use stiff Department furnished geogrid as the reinforcement to be located at the bottom of the shallow undercut.

The Department furnished geogrid will be available for pick up at the Jones County Maintenance Yard at 104 Highway 41 East, Trenton, NC 28585. NCDOT Maintenance forces will provide a frontend loader with forks to load the materials for the Contractor.

Shallow Undercut in accordance with Section 505 of the *Standard Specifications* as needed to install geogrid and a minimum thickness of 4 inches of Class IV Subgrade Stabilization material meeting the requirements of Section 1016 of the *Standard Specifications*. Install Department furnished geogrid in accordance with Article 270-3 of the *Standard Specifications* directly below the Class IV Subgrade Stabilization material. Roll direction (machine direction) for the geogrid shall be parallel with the project alignment. Overlap ends of rolls with next roll a minimum of 5 feet. Remove all slack from the geogrid prior to placing Class IV Subgrade Stabilization material.

Place Class IV Subgrade Stabilization material in one lift by end dumping or spreading aggregate on the geogrid. Do not operate any equipment on the geogrid until it is covered with 4 inches of Class IV Subgrade Stabilization material. Compact Class IV Subgrade Stabilization material to a minimum of 92% of AASHTO T180 as modified by the Department. A copy of this modified test procedure is available upon request from the Materials and Tests Unit.

Cover undercut areas with Department furnished geogrid and Class IV Subgrade Stabilization material the same day shallow undercut is performed. Do not leave shallow undercut areas open overnight.

Maintain Class IV Subgrade Stabilization material in an acceptable condition and minimize the use of heavy equipment on Class IV Subgrade Stabilization material in order to avoid damaging aggregate subgrades. Provide and maintain drainage ditches and drains as required to prevent entrapment of water in aggregate subgrades. Some rutting of the aggregate subgrade may occur, if it does, level off the rutted areas with Class IV Subgrade Stabilization material.

**Measurement and Payment**

The quantity of Class IV Subgrade Stabilization material to be paid for will be the number of tons of the material which has been acceptably placed. Class IV Subgrade Stabilization material will be measured by weighing the material in trucks in accordance with Article 106-7 of the Standard Specifications. The quantity of Class IV Subgrade Stabilization material, measured as described herein, will be paid for at the contract unit price per ton for “Class IV Subgrade Stabilization”

There will be no separate payment for transporting and satisfactorily placing the Department furnished geogrid as this work will be incidental to the various other items in the contract.

Such prices and payment shall be considered as full compensation for all work covered by this provision including, but not limited to, furnishing, hauling, handling, placing, compacting, and testing Class IV Subgrade Stabilization material; placing Department furnished geogrid, and all incidentals to complete the work described in this provision.

Payment will be made under:

**Pay Item**

Class IV Subgrade Stabilization

**Pay Unit**

Ton

**RESURFACING EXISTING BRIDGES:**

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

SP6 R61AR

The Contractor's attention is directed to the fact that he will be required to 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, taper out the proposed resurfacing layer adjacent to the bridges to insure a proper tie-in with the bridge surface.

**ASPHALT CONCRETE PLANT MIX PAVEMENTS:**

(2-20-18)

610, 1012

SP6 R65

Revise the *2018 Standard Specifications* as follows:

**Page 6-17, Table 610-1, MIXING TEMPERATURE AT THE ASPHALT PLANT**, replace with the following:

| <b>TABLE 610-1</b>                             |                        |
|--|------------------------|
| <b>MIXING TEMPERATURE AT THE ASPHALT PLANT</b> |                        |
| <b>Binder Grade</b>                            | <b>JMF Temperature</b> |
| PG 58-28; PG 64-22                             | 250 - 290°F            |
| PG 76-22                                       | 300 - 325°F            |

**Page 6-17, Subarticle 610-3(C), Job Mix Formula (JMF), lines 38-39**, delete the fourth paragraph.

**Page 6-18, Subarticle 610-3(C), Job Mix Formula (JMF), line 12**, replace "SF9.5A" with "S9.5B".

Page 6-18, Table 610-3, MIX DESIGN CRITERIA, replace with the following:

| Mix Type                | Design ESALs millions <sup>A</sup>            | Binder PG Grade <sup>B</sup> | Compaction Levels |      | Max. Rut Depth (mm) | Volumetric Properties  |           |           |        |
|-------------------------|---|------------------------------|-------------------|------|---------------------|------------------------|-----------|-----------|--------|
|                         |   |                              | Gmm @             |      |                     | VMA                    | VTM       | VFA       | %Gmm   |
|                         |   |                              | Nini              | Ndes |                     | % Min.                 | %         | Min.-Max. | @ Nini |
| S4.75A                  | < 1   | 64 - 22                      | 6                 | 50   | 11.5                | 16.0                   | 4.0 - 6.0 | 65 - 80   | ≤ 91.5 |
| S9.5B                   | 0 - 3   | 64 - 22                      | 6                 | 50   | 9.5                 | 16.0                   | 3.0 - 5.0 | 70 - 80   | ≤ 91.5 |
| S9.5C                   | 3 - 30  | 64 - 22                      | 7                 | 65   | 6.5                 | 15.5                   | 3.0 - 5.0 | 65 - 78   | ≤ 90.5 |
| S9.5D                   | > 30  | 76 - 22                      | 8                 | 100  | 4.5                 | 15.5                   | 3.0 - 5.0 | 65 - 78   | ≤ 90.0 |
| I19.0C                  | ALL   | 64 - 22                      | 7                 | 65   | -                   | 13.5                   | 3.0 - 5.0 | 65 - 78   | ≤ 90.5 |
| B25.0C                  | ALL   | 64 - 22                      | 7                 | 65   | -                   | 12.5                   | 3.0 - 5.0 | 65 - 78   | ≤ 90.5 |
| <b>Design Parameter</b> |   |                              |                   |      |                     | <b>Design Criteria</b> |           |           |        |
| All Mix Types           | Dust to Binder Ratio ( $P_{0.075} / P_{be}$ ) |                              |                   |      |                     | 0.6 - 1.4 <sup>C</sup> |           |           |        |
|                         | Tensile Strength Ratio (TSR) <sup>D</sup>     |                              |                   |      |                     | 85% Min. <sup>E</sup>  |           |           |        |

A. Based on 20 year design traffic.

B. Volumetric Properties based on specimens compacted to  $N_{des}$  as modified by the Department.

C. Dust to Binder Ratio ( $P_{0.075} / P_{be}$ ) for Type S4.75A is 1.0 - 2.0.

D. NCDOT-T-283 (No Freeze-Thaw cycle required).

E. TSR for Type S4.75A & B25.0C mixes is 80% minimum.

Page 6-19, Table 610-5, BINDER GRADE REQUIREMENTS (BASED ON RBR%), replace with the following:

| Mix Type                                   | %RBR ≤ 20%            | 21% ≤ %RBR ≤ 30%      | %RBR > 30% |
|--|-----------------------|-----------------------|------------|
| S4.75A,<br>S9.5B, S9.5C,<br>I19.0C, B25.0C | PG 64-22              | PG 64-22 <sup>A</sup> | PG 58-28   |
| S9.5D, OGFC                                | PG 76-22 <sup>B</sup> | n/a                   | n/a        |

Page 6-20, Table 610-6, PLACEMENT TEMPERATURES FOR ASPHALT, replace with the following:

| Asphalt Concrete Mix Type | Minimum Surface and Air Temperature |
|---------------------------|-------------------------------------|
| B25.0C                    | 35°F                                |
| I19.0C                    | 35°F                                |
| S4.75A, S9.5B, S9.5C      | 40°F <sup>A</sup>                   |
| S9.5D                     | 50°F                                |

A. If the mix contains any amount of RAS, The virgin binder shall be PG 58-28.

Page 6-23, Table 610-7, DENSITY REQUIREMENTS, replace with the following:

| Mix Type                     | Minimum % G <sub>mm</sub><br>(Maximum Specific Gravity) |
|------------------------------|---|
| S4.75A                       | 85.0 <sup>A</sup>                                       |
| S9.5B                        | 90.0  |
| S9.5C, S9.5D, I19.0C, B25.0C | 92.0  |

- A. Compaction to the above specified density will be required when the S4.75A mix is applied at a rate of 100 lbs/sy or higher.

Page 6-32, Article 610-16 MEASUREMENT AND PAYMENT, replace with the following:

| <b>Pay Item</b>                                   | <b>Pay Unit</b> |
|---|-----------------|
| Asphalt Concrete Base Course, Type B25.0C         | Ton             |
| Asphalt Concrete Intermediate Course, Type I19.0C | Ton             |
| Asphalt Concrete Surface Course, Type S4.75A      | Ton             |
| Asphalt Concrete Surface Course, Type S9.5B       | Ton             |
| Asphalt Concrete Surface Course, Type S9.5C       | Ton             |
| Asphalt Concrete Surface Course, Type S9.5D       | Ton             |

Page 10-30, Table 1012-1, AGGREGATE CONSENSUS PROPERTIES, replace with the following:

| Mix Type                 | Coarse Aggregate Angularity <sup>B</sup> | Fine Aggregate Angularity % Minimum | Sand Equivalent % Minimum | Flat and Elongated 5 : 1 Ratio % Maximum |
|--------------------------|--|-------------------------------------|---------------------------|--|
| <i>Test Method</i>       | <i>ASTM D5821</i>                        | <i>AASHTO T 304</i>                 | <i>AASHTO T 176</i>       | <i>ASTM D4791</i>                        |
| S4.75A; S9.5B            | 75 / -                                   | 40                                  | 40                        | -  |
| S9.5C; I19.0C;<br>B25.0C | 95 / 90                                  | 45                                  | 45                        | 10                                       |
| S9.5D                    | 100 / 100                                | 45                                  | 50                        | 10                                       |
| OGFC                     | 100 / 100                                | 45                                  | 45                        | 10                                       |
| UBWC                     | 100 / 85                                 | 45                                  | 45                        | 10                                       |

- A. Requirements apply to the design aggregate blend.  
 B. 95 / 90 denotes that 95% of the coarse aggregate has one fractured face and 90% has 2 or more fractured faces.

**TRENCHING FOR BASE COURSE:**

(7-1-95) (Rev.1-19-16)

610

SP6 R79AR (REV.)

Perform all trenching necessary to place the asphalt concrete base course widening in accordance with the typical sections, at locations shown on the sketch maps, and as directed by the Engineer.

Compact the asphalt concrete base course in the widened areas using means and methods acceptable to the Engineer. Density testing will be performed in accordance with Section 10.3.4 of the *QMS Manual*.

Place the excavated material from trenching operation on the adjacent shoulder area as directed by the Engineer. Cut adequate weep holes in the excavated material to provide for adequate drainage as directed by the Engineer. Remove all excavated material from all drives to provide ingress and egress to abutting properties and from in front of mailboxes and paper boxes. Saw a neat edge and remove all asphalt and/or concrete driveways, and existing asphalt widening, as directed by the Engineer, to the width of the widening and dispose of any excavated concrete or asphalt materials. Properly reconnect driveways.

Upon completion of the paving operation, backfill the trench to the satisfaction of the Engineer. Properly dispose of any excess material remaining after this operation.

No direct payment will be made for trenching, sawing, and removal of driveways, depositing material on shoulder area, backfilling trench, or removal of spoil material, as the cost of this work shall be included in the bid unit price per ton for *Asphalt Concrete Base Course, Type \_\_\_\_*.

**GUARDRAIL END UNITS, TYPE - TL-3:**

(4-20-04) (Rev. 7-1-17)

862

SP8 R65

**Description**

Furnish and install guardrail end units in accordance with the details in the plans, the applicable requirements of Section 862 of the *2018 Standard Specifications*, and at locations shown in the plans.

**Materials**

Furnish guardrail end units listed on the NCDOT [Approved Products List](https://apps.dot.state.nc.us/vendor/approvedproducts/) at <https://apps.dot.state.nc.us/vendor/approvedproducts/> or approved equal.

Prior to installation the Contractor shall submit to the Engineer:

- (A) FHWA acceptance letter for each guardrail end unit certifying it meets the requirements of the AASHTO Manual for Assessing Safety Hardware, Test Level 3, in accordance with Article 106-2 of the *2018 Standard Specifications*.
- (B) Certified working drawings and assembling instructions from the manufacturer for each guardrail end unit in accordance with Article 105-2 of the *2018 Standard Specifications*.

No modifications shall be made to the guardrail end unit without the express written permission from the manufacturer. Perform installation in accordance with the details in the plans, and details and assembling instructions furnished by the manufacturer.

**Construction Methods**

Guardrail end delineation is required on all approach and trailing end sections for both temporary and permanent installations. Guardrail end delineation consists of yellow reflective sheeting applied to the entire end section of the guardrail in accordance with Article 1088-3 of the *2018 Standard Specifications* and is incidental to the cost of the guardrail end unit.

**Measurement and Payment**

Measurement and payment will be made in accordance with Article 862-6 of the *2018 Standard Specifications*.

Payment will be made under:

| <b>Pay Item</b>                | <b>Pay Unit</b> |
|--------------------------------|-----------------|
| Guardrail End Units, Type TL-3 | Each            |

**EROSION AND STORMWATER CONTROL FOR SHOULDER CONSTRUCTION AND RECONSTRUCTION:**

(11-16-10) (Rev. 8-21-12)

105-16, 225-2, Division 16

SP16 R03R

Land disturbing operations associated with shoulder construction/reconstruction may require erosion and sediment control/stormwater measure installation. National Pollutant Discharge Elimination System (NPDES) inspection and reporting may be required.

Erosion control measures shall be installed per the erosion control detail in any area where the vegetated buffer between the disturbed area and surface waters (streams, wetlands, or open waters) or drainage inlet is less than 10 feet. The Engineer may reduce the vegetated buffer threshold for this requirement to a value between 5 and 10 feet. Erosion control measures shall be spot checked every 14 days until permanent vegetative establishment.

In areas where shoulder construction/reconstruction includes disturbance or grading on the front slope or to the toe of fill, relocating ditch line or backslope, or removing vegetation from the ditch line or swale, NPDES inspection and monitoring are required every 14 days or within 24 hours of a rainfall event of 0.5 inch or greater. Maintain daily rainfall records. Install erosion control measures per detail.

In areas where the vegetated buffer is less than 10 feet between the disturbed area and waters of the State classified as High Quality Water (HQW), Outstanding Resource Water (ORW), Critical Areas, or Unique Wetlands, NPDES inspection and monitoring are required every 14 days or within 24 hours of a rainfall event of 0.5" or greater. The Engineer may reduce the vegetated buffer threshold for this requirement to a value between 5 and 10 feet. The plans or provisions will indicate the presence of these water classifications. Maintain daily rainfall records. Install erosion control measures per detail.

Land disturbances hardened with aggregate materials receiving sheet flow are considered non-erodible.

Sites that require lengthy sections of silt fence may substitute with rapid permanent seeding and mulching as directed by the Engineer.

NPDES documentation shall be performed by a Level II Erosion and Sediment Control/Stormwater certificate holder.

Materials used for erosion control will be measured and paid as stated in the contract.



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

(5-20-08)

Z-2

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

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

Payment will be made on any contract terminated pursuant to the special provision in accordance with Subarticle 108-13(D) of the *2018 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:

| <b><u>Restricted Noxious Weed</u></b> | <b><u>Limitations per Lb. Of Seed</u></b> | <b><u>Restricted Noxious Weed</u></b> | <b><u>Limitations per Lb. of Seed</u></b> |
|---------------------------------------|---|---------------------------------------|---|
| 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**

(2-12-18)

Z-4

Revise the *2018 Standard Specifications* as follows:

**Division 7**

**Page 7-27, line 4, Article 725-1 MEASUREMENT AND PAYMENT**, replace article number “725-1” with “724-4”.

**Page 7-28, line 10, Article 725-1 MEASUREMENT AND PAYMENT**, replace article number “725-1” with “725-3”.

**Division 10**

**Page 10-162, line 1, Article 1080-50 PAINT FOR VERTICAL MARKERS**, replace article number “1080-50” with “1080-10”.

**Page 10-162, line 5, Article 1080-61 EPOXY RESIN FOR REINFORCING STEEL**, replace article number “1080-61” with “1080-11”.

**Page 10-162, line 22, Article 1080-72 ABRASIVE MATERIALS FOR BLAST CLEANING STEEL**, replace article number “1080-72” with “1080-12”.

**Page 10-163, line 25, Article 1080-83 FIELD PERFORMANCE AND SERVICES**, replace article number “1080-83” with “1080-13”.

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

(3-18-03) (Rev. 12-20-16)

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 <http://www.ncagr.gov/plantindustry/> 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, 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****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

I-6002

Craven and Jones Counties

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

| <b>Special Provision</b>  | <b>Page</b> |
|---|-------------|
| Work Zone Traffic Control for Interstate/Freeway Resurfacing Projects | TC-2        |
| Work Zone Digital Speed Limit Signs                                   | TC-14       |
| Work Zone Presence Lighting   | TC-18       |
| Sequential Flashing Warning Lights                                    | TC-21       |
| Interstate/Freeway Maximum Lane Closure Length                        | TC-24       |



DocuSigned By:

*Jeremy D Stroud*

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1/24/2018

## WORK ZONE TRAFFIC CONTROL FOR INTERSTATE/FREEWAY RESURFACING PROJECTS

### GENERAL REQUIREMENTS

This Provision is intended for Interstate/Freeway Resurfacing projects that are performed at night. In the event, the Day and time Restrictions allow for daytime work activities the Work zone Presence Lighting and Sequential Flashing Lights are to be omitted. However, the Digital Speed Limit Signs will be required as described below.

Maintain traffic in accordance with Divisions 10, 11 and 12 of the *2018 Standard Specifications* and the following provisions:

Install Work Zone Advance Warning Signs in accordance with the attached drawing prior to beginning any other work.

When personnel and/or equipment are working on the shoulder adjacent to a divided facility and within 10 feet of an open travel lane, close the nearest open travel lane using Standard Drawing No. 1101.02 of the *2018 Roadway Standard Drawings*.

When personnel and/or equipment are working within a lane of travel of a divided facility, close the lane using Standard Drawing No. 1101.02 of the *2018 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. Perform work only when weather and visibility conditions allow safe operations as directed by the Engineer.

#### **1. Time Restrictions for Lane Closure and Road Closure Activities**

All lane closure and road closure activities shall be performed in compliance with the Day and Time restrictions listed and defined in this Contract.

Any activities performed outside of these requirements will be subject to the Liquidated Damages unless approved by the Engineer prior to beginning the activity.

The Contractor may place/pre-stage all required signs and traffic control devices necessary for lane closures prior to the closure time as approved by the Engineer. However, flashing arrow boards and changeable message signs shall not indicate lane closure information until 30 minutes or less prior to the installation of the lane closure. Typical pre-staging times are 1 hour for a single lane closure and 2 hours for double and triple lane closures. The travel lane(s) are to be closed at the prescribed times defined in this Contract.

# TC-3

I-6002

Craven and Jones Counties

For removal, the lane(s) must be reopened in compliance with the times defined in this Contract. It is acceptable to remove the signs and traffic control devices from the shoulder/staging area after the lane(s) are reopened to traffic.

## **2. Work Zone Speed Limits and Digital Speed Limit Signs (DSLS)**

All speed limits are to be ordinated by the State Traffic Engineer in order to have a lawfully enforceable speed limit; therefore, no speed limit messages/signs shall be installed prior to receiving a signed ordinance. NCDOT has sole authority of the speed limits displayed within the work zone.

The Regional Traffic Engineering Office and the Division Construction Engineer in coordination with the Work Zone Traffic Control Section will provide all Work Zone Speed Limit recommendations based on activities and conditions.

When lane closures are in effect and if ordinated by the State Traffic Engineer, implement a Work Zone “Variable” Speed Limit Reduction as stated in the ordinance and in accordance with the attached Provision and drawing.

Use Digital Speed Limit Signs (DSLS) to display the work zone speed limit as shown in the attached drawing. The Speed Limit shall be continuously displayed on the digital speed limit signs. (See Attached Provision.)

The Contractor will be responsible for coordinating with the Engineer when the Work Zone Speed Limits are to be changed and will have to seek approval by the Engineer before the Speed Limit is changed.

When the variable speed limit reductions are in effect, cover any existing speed limit signs located within the active work area that conflict with the variable speed limit reduction.

The speed limit shall be returned to the existing speed limit when the lane closure is removed and traffic is returned to the existing pattern.

## **3. Work Zone Presence Lighting and Sequential Flashing Warning Lights**

Provide the following for nighttime work activities in accordance with attached drawing and special provisions:

- A. Furnish and install Work Zone Presence Lighting to supplement the Contractor’s portable construction and equipment lighting for the purpose of alerting motorist to the existence of an active work zone and to encourage compliance with the reduced work zone speed limit. (See attached Provision.)

# TC-4

I-6002

Craven and Jones Counties

B. Furnish and install Sequential Flashing Warning Lights on drums used for merging tapers to assist motorist in determining which direction to merge and to decrease late lane merging. (See attached Provision.)

## 4. Law Enforcement

The Contractor shall provide 2 Law Enforcement Officers for the mainline during lane closure operations and 2 additional Law Enforcement Officers for ramp/loop closures when both operations occur simultaneously.

Use Law Enforcement Officers to assist in the shadowing of workers during the installation and during the removal of lane closures.

### TEMPORARY TRAFFIC CONTROL (TTC)

Refer to Standard Drawing No. 1101.02, 1101.11, 1110.01, 1110.02, 1115.01, 1130.01, 1135.01, 1165.01, and 1180.01 of the *2018 Roadway Standard Drawings* when closing a lane of travel in a stationary work zone for items such as milling, paving, diamond grinding concrete pavements, minor bridge and approach slab rehabilitation.

Drums are recommended for all lane closure operations occurring at night. However, if skinny drums are used at night, they shall be placed every 20' in the tangent sections of lane closure operations. Skinny drums shall not be used for upstream tapers.

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.

Refer to Standard Drawing No. 1101.02, Sheets 9 and 10 of the 2018 Roadway Standard Drawings for diamond grinding, milling and/or paving of ramps unless otherwise approved to be closed by the Engineer. If approved, see attached drawing for typical placement of devices and signing for the detour route. All items shall be compensated for based on the unit bid price for the respective item.

Refer to Standard Drawing No. 1101.03, sheet 7 of the 2018 Roadway Standard Drawings for a closure of the interstate/freeway with traffic detoured via interchange ramps for items such as minor bridge and approach slab rehabilitation. Use Flaggers or Law Enforcement to direct traffic at ramp terminals as directed by the Engineer.

Refer to Standard Drawing No. 1101.02, sheet 12 or 13 of the *2018 Roadway Standard Drawings* for utilizing a Moving Operation for such items as pavement marking and marker placement. A minimum speed of 3 mph shall be maintained at all times with no stops that narrow

# TC-5

I-6002

Craven and Jones Counties

or close a lane of travel. If the moving operation is progressing slower than 3 mph at any time, install a lane closure. All traffic control devices for this operation is considered incidental to the pay items for Pavement Marking and Markers.

## TRAFFIC OPERATIONS

### 1. Project Requirements:

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

- A. 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. The Contractor and Engineer will coordinate with the State Work Zone Engineer at 919-814-4937 for additional traffic control guidance, as necessary.
- B. The maximum "Active Work Area" is a distance of 5 miles. It is defined as the maximum allowable distance for Resurfacing Operations taking place in a single work period. Therefore, the maximum length of lane closure is 5 miles. However, approval by the Engineer is required before closing more than 2 miles of Interstate to ensure the Contractor has the equipment and labor force to actively pursue the work.
- C. 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.
- D. 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.
- E. 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.
- F. Obtain written approval of the Engineer before working in more than one location or setting up additional lane closures.
- G. The Contractor on this and any adjacent projects, or subcontractors working within this project shall coordinate lane closure location, type, and direction with the Engineer to best maintain lane continuity through the limits of this and adjacent projects.

# TC-6

I-6002

Craven and Jones Counties

- H. Operate equipment and conduct operations in the same direction as the flow of traffic. Maintain vehicular access in accordance with Article 1101-05 of the *2018 Standard Specifications*.
- I. Provide appropriate construction lighting in accordance with Section 1413 of the *2018 Standard Specifications*.
- J. Contractor shall diamond grind, mill and pave lanes in an order such that water shall not accumulate.

## 2. Paving Lift Requirements and Time Limitations:

**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:**

### Paving Overlays and Lifts up to 3”

- A. For surface course paving lifts of 2.0” or less, the Contractor shall conduct his paving operations such that the following conditions are met.

Once paving begins in any lane, the Contractor will be permitted to pave as far as the work operations allow (up to 5 miles) for the initial paving period. In the next days’ paving operation, not to exceed 72 hours, bring the adjacent lane to the same station and elevation. At the end of the work day, any uneven lane conditions shall be signed with an “UNEVEN PAVEMENT/NEXT XX MILES” on the portable changeable message signs and portable “UNEVEN PAVEMENT” signs (dual mounted) 1,000’ in advance of the uneven pavement and every ½ miles thereafter along the uneven portion of roadway. Once mitigated, all portable “UNEVEN PAVEMENT” signs shall be removed.

For Open Graded Surface Mixes, “UNEVEN PAVEMENT” signs are not required.

- B. For 3” surface course mixes, place in two paving lifts of 1 ½” each unless directed otherwise by the Engineer. Conditions for uneven travel lanes same as described above.

### Paving Lifts Greater than 3”

For all other paving lifts greater than 3”, 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:



## TC-7

I-6002

Craven and Jones Counties

- A. Any paving lift greater than 3” shall be mitigated by having an approved wedge apparatus on the paver that shapes the edge 1” vertically and the remaining at a maximum slope steepness of 2:1. The maximum paving lift allowed to use this method is 3”.
- B. At the end of the work day, the Contractor shall place portable “UNEVEN PAVEMENT” signs in advance of the uneven pavement and spaced every ½ mile along the section of uneven pavement. Once mitigated, all portable “UNEVEN PAVEMENT” signs shall be removed.
- C. 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.

### Milling Operations (Does Not Apply to Fine Milling)

Conduct milling operations so that any milled pavement is paved back by the end of each work day.

A milled/grooved surface shall not be re-opened to traffic except in cases where inclement weather or mechanical failure prevents the paving back of the lane by the end of the work day.

If milled areas are not paved back within the same work period due to inclement weather or mechanical failure, the Contractor is to furnish and install portable signs to warn drivers of the conditions. The signs include “Grooved Pavement” (W8-15) w/ Motorcycle Plaque mounted below, and “Uneven Lanes” (W8-11). These are to be dual indicated where lateral clearance can be obtained within the median areas. Install the “Grooved Pavement” (W8-15) w/ Motorcycle Plaque 1500’ in advance of the milled area. Install the “Uneven Lanes” (W8-11) 500’ in advance of the milled area. Alternate these signs every ½ mile. Once mitigated, all portable signs are to be removed.

Slope the pavement at the beginning and ending 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. Remove any existing pavement adjacent to the milled area that has been damaged and replace with patch material as directed by the Engineer.

### Fine Milling / Microsurfacing Operations (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 needed for the conditions. However, pavement markings are required by the end of each work day.

### **3. Temporary Pavement Markings:**

# TC-8

I-6002

Craven and Jones Counties

Review and record the existing pavement markings and markers before obliteration. Re-establish the new pavement markings and markers using the record of existing markings in conjunction with the *2018 Roadway Standard Drawings* unless otherwise directed by the Engineer. Submit the record of the existing pavement markings seven calendar days before the obliteration of any pavement markings.

Obliterated pavement markings shall be replaced by the end of each workday's operation. Interim paint may be used to comply with time limitations if final pavement markings cannot be placed except for milled surfaces or diamond ground surfaces. Final markings shall be placed within 30 days in accordance with Section 1205-4 and Section 1205-5. For milled surfaces, temporary pavement markings shall be used in accordance with Section 1205-8(C). There will be no direct payment for interim paint. Temporary paint will be paid for at the contract unit price.

For concrete surfaces that have been diamond ground as a surface treatment, 4" temporary paint shall be used in accordance with Section 1205-8(C). Upon completion of all diamond grinding operations, 4" line removal shall be used to remove 100% of the 4" temporary paint on the final concrete surface by grinding method only. Use an acceptable method to grind ridges smooth only where pavement markings will be installed prior to placing final pavement marking material. This method shall also be used in the area of the black contrast for surface preparation. Payment for line removal will be made in accordance with Section 1205-10.

For project winterization, install temporary paint markings in accordance with Section 1205-8(C) of the 2018 Standard Specifications. Use 4" lane, edge, and center lines and 8" gore lines. Compensation for this work shall be made in accordance with Section 1205-10 except that no payment will be made if paving is completed more than 30 days before the written notification by the Department that winterization is required.

## **4. Work Zone Signing:**

### **A. Description**

Install advance/general warning work zone signs according to the attached drawings prior to beginning work.

For paving overlays of 3" or greater that create a drop-off adjacent to the median shoulder, install "LOW/SOFT SHOULDER" (SP 13107) signs on the median shoulder. Place initially at the construction limits, and then space 1 mile thereafter. No signing required for the outside shoulder.

Install and maintain signing in accordance with the Divisions 11 and 12 of the *2018 Standard Specifications*.

**B. Installation**

All stationary Advance/General warning work zone signs require notification to existing Utility owners per Article 105-8 of the 2018 Standard Specifications and Special Provision SP1 G115 within 3 to 12 full working days prior to installation.

Install all Advance/General warning work zone signs before beginning work on a particular map. If signs are installed more than seven (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 sign locations 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 required in this provision or attached drawings will be compensated in accordance with Article 104-7.

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.

**C. Sign Removal**

Once Maps on the Project are substantially completed, it is acceptable to remove the Stationary Work Zone Signs on those Maps in lieu of waiting until all of the Maps are completed on the Project. A Map is substantially complete when the resurfacing operations are completed and the shoulders are brought up to the same elevation as the proposed pavement and when temporary pavement markings (paint) are installed along the centerline and edge lines as well as the ramps and loops. The final pavement markings (Thermoplastic or Polyurea) and/or markers do not have to be installed for the Map to be considered substantially complete. Final Pavement Markings/Markers are installed with portable signing and changeable message signs according to Roadway Standard Drawing 1101.02, sheet 13. Any remaining punch list items requiring traffic control are to be completed with portable work zone signing with compensation covered in the Contract Unit price for price for the required Traffic Control items.

# TC-10

I-6002

Craven and Jones Counties

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

## **D. Lane Closure Work Zone Signs**

Install any required lane closure signing needed during the life of the project in accordance with the Standard Drawing No. 1101.02, 1101.11 and 1110.02 of the *2018 Roadway Standard Drawings*.

## **MEASUREMENT AND PAYMENT**

Stationary Work Zone Signs will be measured and paid as the actual number of square feet satisfactorily installed at each location and accepted by the Engineer.

Refer to the respective Sections of Division 11 and 12 of the 2018 Standard Specifications or the attached Special Provisions for the satisfactory installation and removal of lane closures and temporary pavement markings and markers.

Measurement for Lane Closures is the actual number of stationary lane closures satisfactorily installed for paving and all other required operations as shown in Roadway Standard Drawing 1101.02, sheets 4, 5, 6, 8, 9 & 10. All labor, traffic control devices, and signing for lane closures as shown in these Roadway Standard Drawings are paid under this item.

Lane Closures will be measured and paid at the Contractor's unit price for Lane Closure on a per each basis. In the event a dual or triple lane closure is required, they will be measured individually and paid on a per each basis. The ramp lane closures shown in Roadway Standard Drawing 1101.02, sheets 9 & 10, are considered part of the mainline lane closure and will not be measured or paid separately.

Measurement for Ramp/Loop Closures is the actual number of total ramp/loop closures and detours satisfactorily installed for ramp/loop paving and all other required operations as shown on the Short Term Closure and Detour of Interstate/Freeway Ramps detail drawing. All labor, traffic control devices and signing required for re-routing traffic as shown on the Short Term Closure and Detour of Interstate/Freeway Ramps detail drawing are paid under this item.

Ramp/Loop Closures will be measured and paid at the Contractor's unit price for Ramp/Loop Closures on a per each basis. In the event two separate ramps are closed at the same time, they will be measured individually and paid on a per each basis.

Measurement and payment for paint pavement marking lines, paint pavement marking symbols, removal of pavement marking lines will be according to Section 1250-10.

# TC-11

I-6002

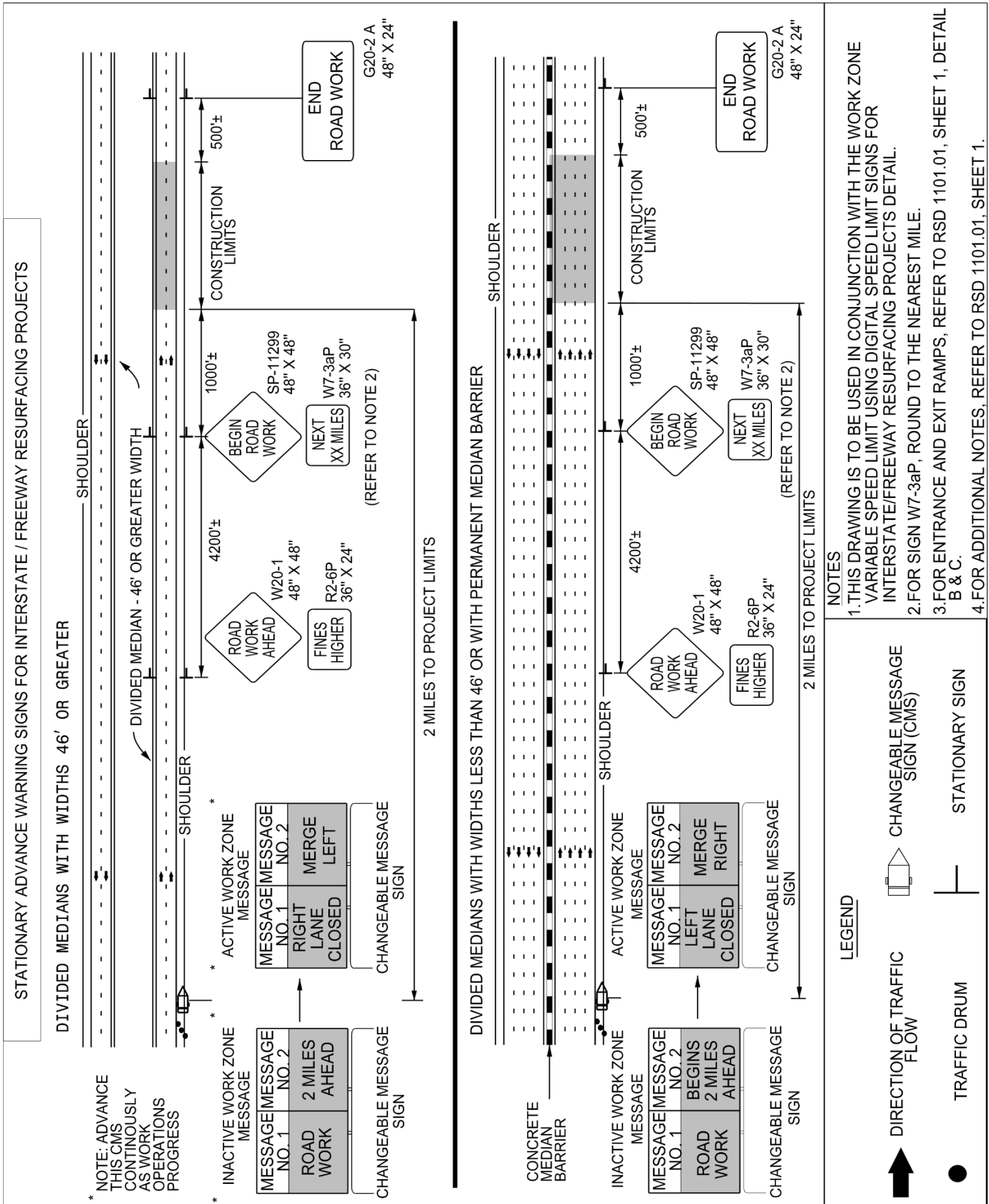
Craven and Jones Counties

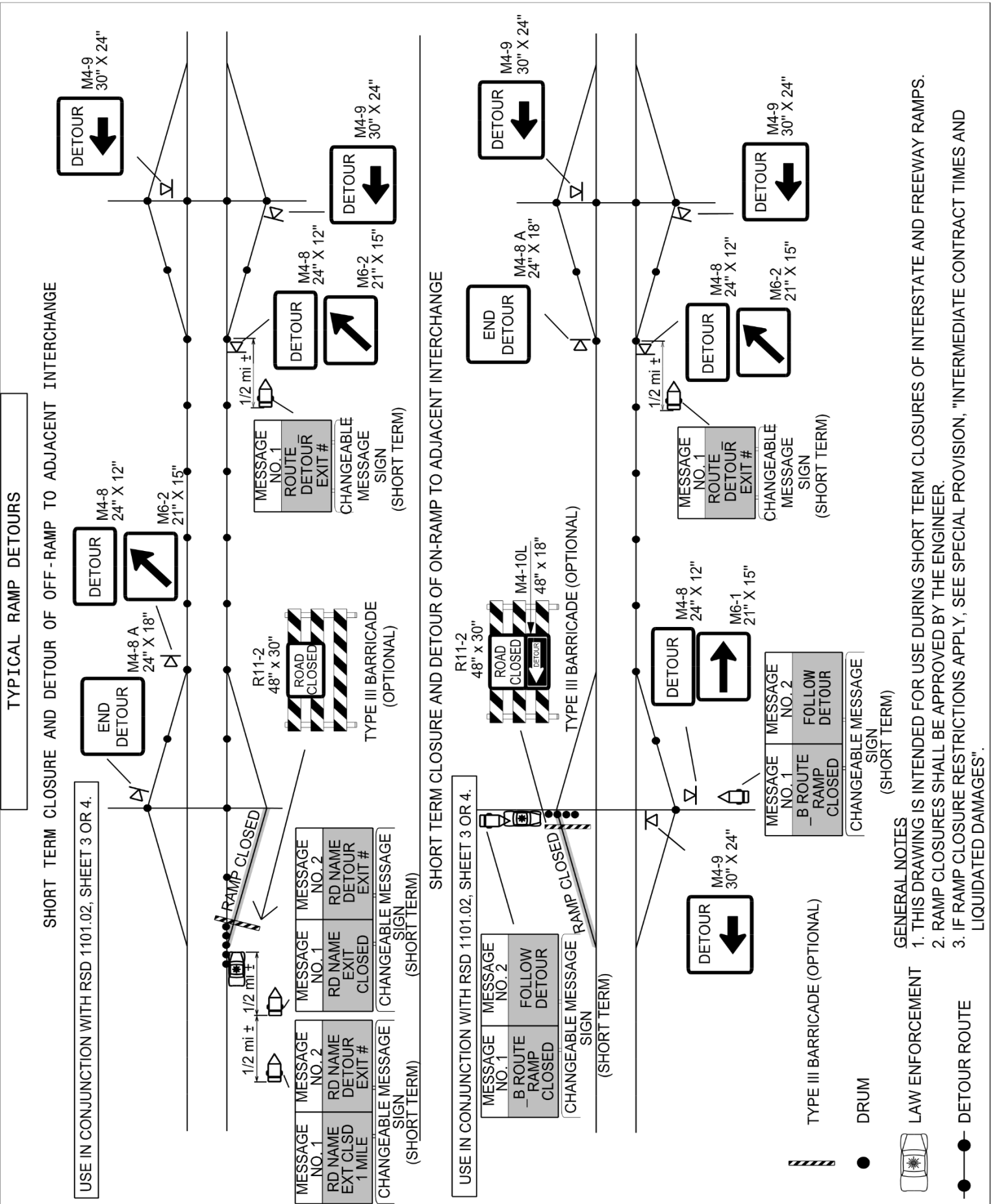
Measurement and payment for law enforcement will be made and paid as the actual number of hours each Law Enforcement Officer provides during the life of the project as approved by the Engineer.

Digital Speed Limit Signs, Sequential Flashing Warning Lights, and Work Zone Presence Lighting are paid separately.

Payment will be made under:

| <b>Pay Item</b>                     | <b>Pay Unit</b> |
|-------------------------------------|-----------------|
| Work Zone Signs (Stationary)        | SF              |
| Lane Closure                        | EA              |
| Ramp/Loop Closure                   | EA              |
| Paint Pavement Marking Lines ( __”) | LF              |
| Paint Pavement Marking Symbols      | EA              |
| Law Enforcement                     | HR              |





# TC-14

I-6002

Craven and Jones Counties

## **WORK ZONE DIGITAL SPEED LIMIT SIGNS:**

(10/08/2016)

### **Description**

Furnish and install Work Zone Digital Speed Limit Signs on interstates and freeways with speed limits greater than 55 MPH and or facilities that have significant traffic volumes and impacts. These signs are regulatory speed limit signs with LED displays for the speed limit numbers. The purpose of Digital Speed Limit signs is to easily change work zone speed limits between activities that necessitate the need for a lower speed limit and the ones that do not.

### **Materials**

Digital Speed Limit Signs shall be a minimum 36" wide x 48" high. The speed limit sign (R2-1) shall be black on white with high intensity white prismatic sheeting.

The Digital Speed Limit sign shall be mounted such that the bottom of the sign is 7' above roadway.

The LED panel shall be a minimum of 18" wide x 28" high. The display on the LED panel shall be amber or white.

The LED numbers shall have a minimum 5 wide by 7 high pixel array with a minimum height of 18".

The LED panel shall have auto brightness/dimming capability.

The black on orange "WORK ZONE" sign shall be mounted above the Speed Limit sign. It shall be 36" wide x 24" high with high intensity prismatic orange sheeting.

The black on white "\$250 FINE" sign shall be mounted below the Speed Limit sign. It shall be 36" wide x 24" high with high intensity prismatic white sheeting.

All digital speed limit systems shall have operational software and wireless communications that allows for remote operation and data monitoring. It shall be configured to allow access by the Engineer or his designee to change each sign independently or change the speed limit on all signs at once from a PC, tablet or cellular phone application.

Digital Speed Limit Signs may be trailer mounted or stationary mounted. The unit shall be Solar powered and have the ability to operate continuously. It shall be supplemented with a battery backup system which includes a 110/120 VAC powered on-board charging system.

The batteries, when fully charged; shall be capable of powering the display for 20 continuous days with no solar power. The unit shall be capable of being powered by standard 110/120 VAC power source.



# TC-15

I-6002

Craven and Jones Counties

Store the battery bank and charging system in a lockable, weather and vandal resistant box.

## **Optional Equipment/Capabilities**

Work Zone Digital Speed Limit systems may include speed data collection. If provided, this information is to be available in a spreadsheet format and accessed remotely from a secure cloud location.

The Work Zone Digital Speed Limit systems may have radar equipment to detect approaching speeds.

The Work Zone Digital Speed Limit systems may have flashing beacons. If used, the beacons are to be 12" diameter LED circular yellow. They may be mounted either above, beside or below the sign assemblies and are to be centered horizontally. If used, the beacons shall alternately flash at rates not less than 50 or more than 60 times per minute.

All Work Zone Digital Speed Limit equipment shall be on the NCDOT Work Zone Traffic Control Approved Products List.

## **Construction Methods**

The Speed Limit shall be continuously displayed on the signs. The speed limits are the sole authority of the NCDOT. All speed limits are to be ordained by the State Traffic Engineer in order to have a lawfully enforceable speed limit.

The Regional Traffic Engineering Office and the Division Construction Engineer in coordination with the Work Zone Traffic Control Section will provide all Work Zone Speed Limit recommendations based on activities and conditions.

The Contractor will be responsible for coordinating with the Engineer when the Work Zone Speed Limits are to be changed and will have to seek approval by the Engineer or his designee before the Speed Limit is changed.

If the system has radar equipment and flashing beacons, the Digital Speed Limit systems shall have beacons activated when the "55 MPH" speed limit is being displayed. At all other speed limit displays (60 MPH, 65 MPH, 70 MPH), the beacons are not to be automatically activated until approaching speeds are detected to be 7 MPH or higher above the posted speed limit.

Whenever possible, each trailer mounted unit shall be placed on the paved shoulder and shall have the capability of being leveled.

## **Measurement and Payment**

The measurement for the Work Zone Digital Speed Limit Signs is made according to the number of Work Zone Digital Speed Limit signs required per the spacing requirements according to the attached drawing. Payment will be made for the maximum number of Work Zone Digital Speed

# TC-16

I-6002

Craven and Jones Counties

Limit signs satisfactorily installed and properly functioning at any one time during the life of the project.

This includes all materials and labor to install, maintain and remove all the Work Zone Digital Speed Limit Units.

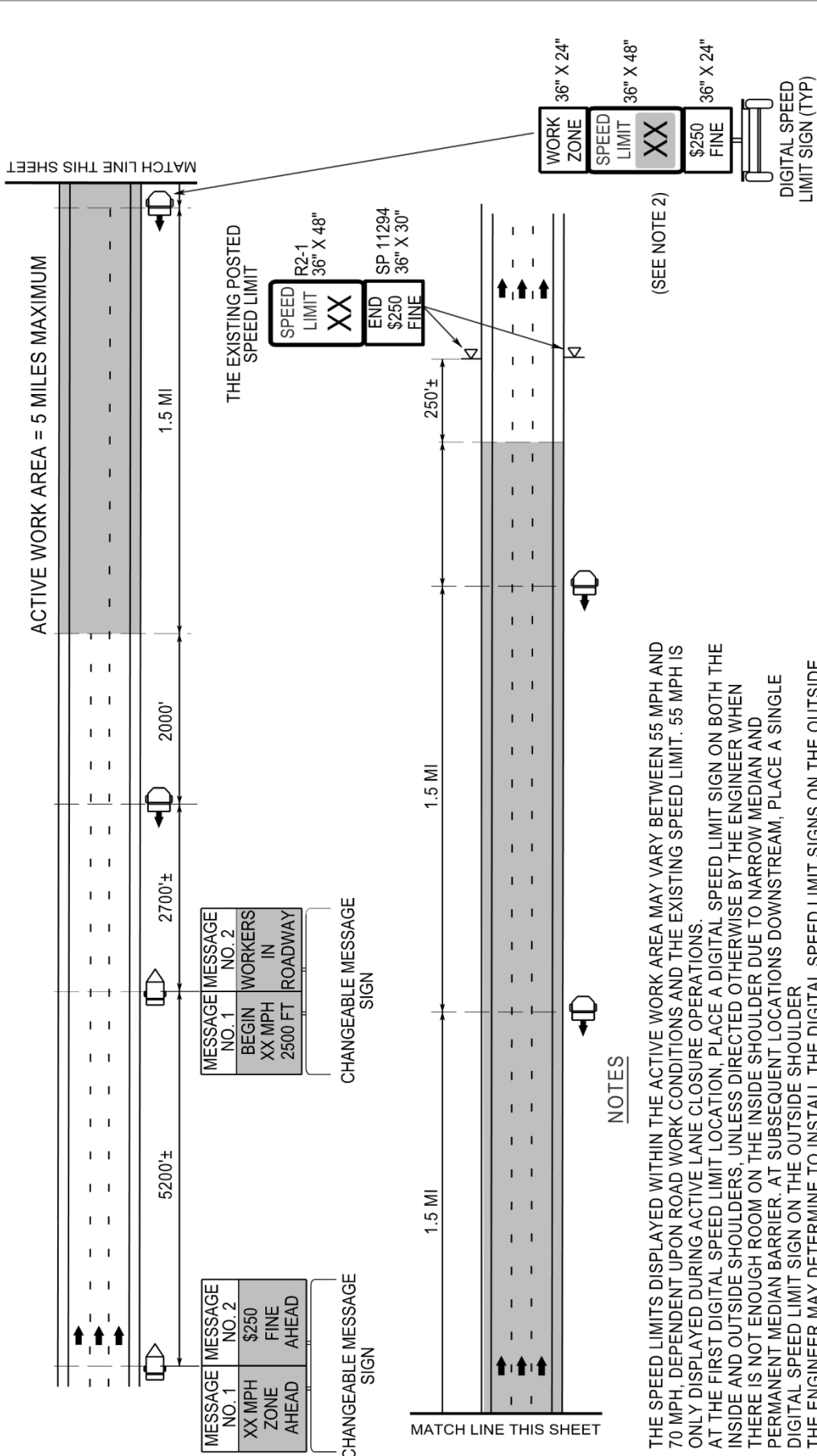
**Pay Item**

Work Zone Digital Speed Limit Signs

**Pay Unit**

Each

WORK ZONE "VARIABLE" SPEED LIMIT USING DIGITAL SPEED LIMIT SIGNS FOR INTERSTATE / FREEWAY RESURFACING



WHEN THERE IS NOT ACTIVE WORK IN THE TRAVEL LANE

| SPEED LIMIT DISPLAY      | CONDITIONS                          |
|--------------------------|-------------------------------------|
|                          | DROP-OFFS BETWEEN OPEN TRAVEL LANES |
| USE EXISTING SPEED LIMIT | PAVED SHOULDER DROP-OFFS            |
| REDUCE SPEED LIMIT 5 MPH |                                     |

NOTES

1. THE SPEED LIMITS DISPLAYED WITHIN THE ACTIVE WORK AREA MAY VARY BETWEEN 55 MPH AND 70 MPH, DEPENDENT UPON ROAD WORK CONDITIONS AND THE EXISTING SPEED LIMIT. 55 MPH IS ONLY DISPLAYED DURING ACTIVE LANE CLOSURE OPERATIONS.
2. AT THE FIRST DIGITAL SPEED LIMIT LOCATION, PLACE A DIGITAL SPEED LIMIT SIGN ON BOTH THE INSIDE AND OUTSIDE SHOULDERS, UNLESS DIRECTED OTHERWISE BY THE ENGINEER WHEN THERE IS NOT ENOUGH ROOM ON THE INSIDE SHOULDER DUE TO NARROW MEDIAN AND PERMANENT MEDIAN BARRIER. AT SUBSEQUENT LOCATIONS DOWNSTREAM, PLACE A SINGLE DIGITAL SPEED LIMIT SIGN ON THE OUTSIDE SHOULDER.
3. THE ENGINEER MAY DETERMINE TO INSTALL THE DIGITAL SPEED LIMIT SIGNS ON THE OUTSIDE SHOULDER OR ON THE MEDIAN SIDE IF THE SIGNS ARE NOT HIGHLY VISIBLE TO ALL MOTORISTS.
4. THIS APPLICATION IS FOR SHORT-TERM ACTIVITIES. THE MAXIMUM ACTIVE WORK AREA IS 5 MILES.
5. THE DIGITAL SPEED LIMIT SIGNS TAKE PRECEDENCE OVER EXISTING SPEED LIMIT SIGNS. ALL EXISTING SPEED LIMIT SIGNS SHALL BE COVERED OR REMOVED.
6. THE DIGITAL SPEED LIMITS SIGNS WILL BE INSTALLED (TRAILER MOUNTED OR STATIONARY MOUNTED) IN ADVANCE AND SPACED APPROXIMATELY 1.5 MILES THROUGHOUT THE ACTIVE WORK AREA, UNLESS DIRECTED OTHERWISE.
7. NCDOT HAS SOLE AUTHORITY OF THE SPEED LIMITS DISPLAYED ON THE DIGITAL SPEED LIMIT SIGNS.
8. THE WORK ZONE VARIABLE SPEED LIMIT AND THE \$250 SPEEDING PENALTY ARE SEPARATE ORDINANCES THAT MUST BE SIGNED BY THE STATE TRAFFIC ENGINEER TO BE VALID AND ENFORCEABLE. WITHOUT A SIGNED ORDINANCE, THE SPEED LIMIT ON A FACILITY SHALL REMAIN UNCHANGED.

DROP-OFFS BETWEEN OPEN TRAVEL LANES SHOULD NOT EXCEED 2.0'

# TC-18

I-6002

Craven and Jones Counties

## **WORK ZONE PRESENCE LIGHTING:**

(10/08/16)

### **Description**

Furnish and install Work Zone Presence Lighting to supplement the Contractor's task (Portable Construction Lighting) and equipment lighting during nightly work activities on high speed (greater than 55 MPH) facilities and/or facilities that have significant traffic volumes and impacts. The purpose of this additional lighting is to alert the motorist to the existence of an active work zone and to assist in compliance of the work zone speed limit by providing lighting in advance and throughout the length of the lane closure.

### **Materials**

Anti-glare lighting systems are required. They are in addition to the Contractors' portable construction lighting. These devices shall be installed in accordance with the attached drawing and Manufacturer's recommendations.

All Work Zone Presence Lighting shall be supplied with a power source to provide the light output as described in the chart below.

All Work Zone Presence Lighting equipment shall be on the NCDOT Work Zone Traffic Control Approved Products List.

### **Construction Methods**

Work Zone Presence Lighting is to provide lighting to areas of the lane closure where there is an absence of the Contractor's task lighting. If the Contractor provides sufficient task lighting to meet the luminance requirements of Section 1413-3 of the 2018 NCDOT Standard Specifications for the full length of the lane closure, or if there is sufficient existing overhead lighting, Work Zone Presence Lighting may be eliminated as directed by the Engineer. Work Zone Presence Lighting shall not conflict with the Contractor's lighting or work operations.

Each light unit shall be capable of providing a minimum of 50,000 lumens illuminating a minimum area of approximately 20,000 square feet. The light shall be capable of being elevated to a height of 14 feet above the pavement. The lighting units shall be installed inside the full length of the lane closure as shown on the attached drawing and spaced according to the chart.

### **SPACING CHART**

| <b>Light Output (Lumens)</b> | <b>Minimum Lighted Fixture Area (Square Feet)</b> | <b>Maximum Spacing (Feet)</b> | <b>Light Units (Per Mile)</b> |
|------------------------------|---|-------------------------------|-------------------------------|
| 50,000 to 65,000             | 5.5   | 750'                          | 6                             |
| 66,000 to 80,000             | 5.5   | 1,000'                        | 5                             |

# TC-19

I-6002

Craven and Jones Counties

|                   |    |       |   |
|-------------------|----|-------|---|
| 81,000 to 100,000 | 36 | 1,250 | 4 |
|-------------------|----|-------|---|

Each light unit shall be installed along with the lane closure traffic control devices and moved as necessary to allow for efficient paving operations to take place as well as to not interfere with the Contractor's ability to light the work area.

Whenever possible, each light unit shall be placed on the 10 foot paved shoulder according to the above spacing based on the amount of light output for each unit. Each light unit support structure or mounting stand shall have the capability of being leveled.

## Measurement and Payment

The measurement for the Work Zone Presence Lighting is made according to the number of lighting units required per the spacing requirements and the attached drawing. Payment will be made for the maximum number of Work Zone Presence Lighting units satisfactorily installed and properly functioning at any one time during the life of the project. No measurement or separate payment will be made for power generators.

This includes all materials and labor to install, maintain and remove all the Work Zone Presence Lighting Units from the lane closure/s on a nightly basis.

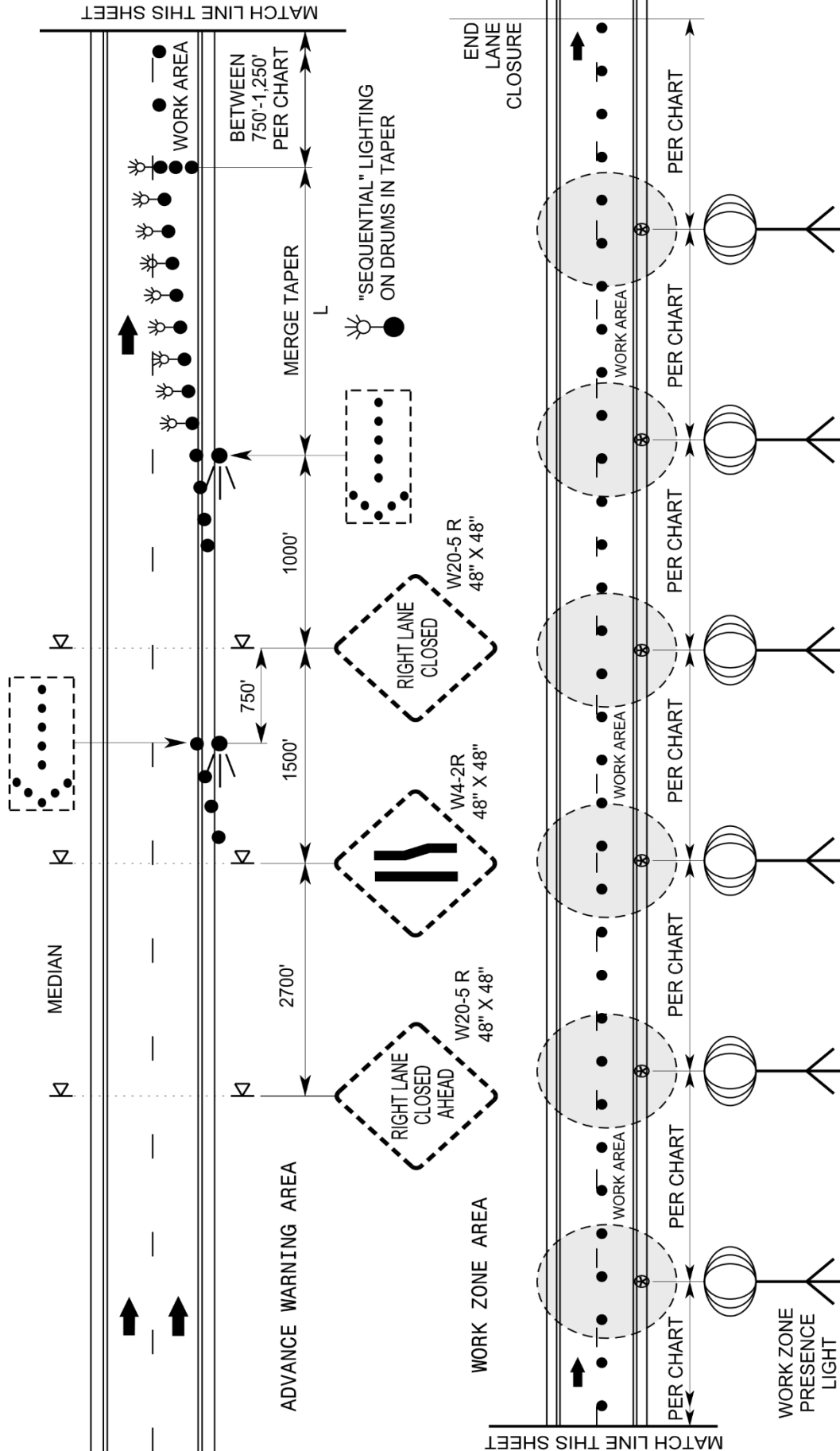
## Pay Item

Work Zone Presence Lighting

## Pay Unit

Each

SEQUENTIAL FLASHING WARNING LIGHTS AND WORK ZONE PRESENCE LIGHTING



NOTES

LOCATE ON SHOULDERS

SPACING CHART

| LIGHT OUTPUT (LUMENS) | MINIMUM LIGHTED FIXTURE AREA (SQUARE FEET) | MAXIMUM SPACING (FEET) | LIGHT UNITS (PER MILE) |
|-----------------------|--|------------------------|------------------------|
| 50,000 TO 65,000      | 5.5  | 750'                   | 6                      |
| 66,000 TO 80,000      | 5.5  | 1,000'                 | 5                      |
| 81,000 TO 100,000     | 36   | 1,250'                 | 4                      |

- 1) SPACE LIGHT UNITS ACCORDING TO THE CHART.
- 2) EACH LIGHT UNIT SHALL BE CAPABLE OF ELEVATING TO A MINIMUM HEIGHT OF 14' ABOVE THE PAVEMENT.
- 3) PLACE ON PAVED SHOULDER IF POSSIBLE.

# TC-21

I-6002

Craven and Jones Counties

## **SEQUENTIAL FLASHING WARNING LIGHTS:**

(10/08/2016)

### **Description**

Furnish and install Sequential Flashing Warning Lights on drums used for merging tapers during nightly work activities on interstates and freeways with speed limits greater than 55 MPH and or facilities that have significant traffic volumes.

The purpose of these lights is to assist the motorist in determining which direction to merge when approaching a lane closure. It's also designed to reduce the number of late merges resulting in devices being struck and having to be reset to maintain positive guidance at the merge point. The successive flashing of the lights shall occur from the upstream end of the merging taper to the downstream end of the merging taper in order to identify the desired vehicle path.

### **Materials**

The Sequential Flashing Warning Lights shall meet all of the requirements for warning lights within the current edition of the Manual of Uniform Traffic Control Devices (MUTCD).

Each light unit shall be capable of operating fully and continuously for a minimum of 200 hours when equipped with a standard battery set.

Each light in the sequence shall be flashed at a rate of not less than 55 times per minute and not more than 75 times per minute. The flash rate and flash duration shall be consistent throughout the sequence.

Supply a Type 3 Certification (Independent Test Lab results) documenting all actual test results for the specified parameters contained in the Institute of Transportation Engineer's (ITE's) *Purchase Specification for Flashing and Steady Burn Warning Lights*. The laboratory shall also identify all manufacturer codes and part numbers for the incandescent lamp or LED clusters, lenses, battery, and circuitry, and the total width of the light with the battery in place. The complete assembly shall be certified as crashworthy when firmly affixed to the channelizing device.

All Sequential Flashing Warning Lights shall be on the NCDOT Work Zone Traffic Control Approved Products List.

### **Construction Methods**

Sequential Flashing Warning Lights are to be used for night time lane closures.

These lights shall flash sequentially beginning with the first light and continuing until the final light.

# TC-22

I-6002

Craven and Jones Counties

The Sequential Flashing Warning Lights shall automatically flash in sequence when placed on the drums that form the merging taper.

The number of lights used in the drum taper shall equal the number of drums used in the taper.

Drums are the only channelizing device allowed to mount sequential flashing warning lights.

The Sequential Flashing Warning Lights shall be weather independent and visual obstructions shall not interfere with the operation of the lights.

The Sequential Flashing Warning Lights shall automatically sequence when placed in line in an open area with a distance between lights of 10 to 100 feet. A 10 foot stagger in the line of lights shall have no adverse effect on the operation of the lights.

If one light fails, the flashing sequence shall continue. If more than 1 light fails, all of the lights are to be automatically turned to the "off" mode. Non-sequential flashing is prohibited.

When lane closures are not in effect, the Sequential Flashing Warning Lights shall be deactivated.

## Measurement and Payment

Sequential Flashing Warning Lights will be measured and paid as the maximum number of sequential flashing warning lights satisfactorily installed and properly functioning at any one time during the life of the project.

This includes all materials and labor to install, maintain and remove all the Sequential Flashing Warning Lights.

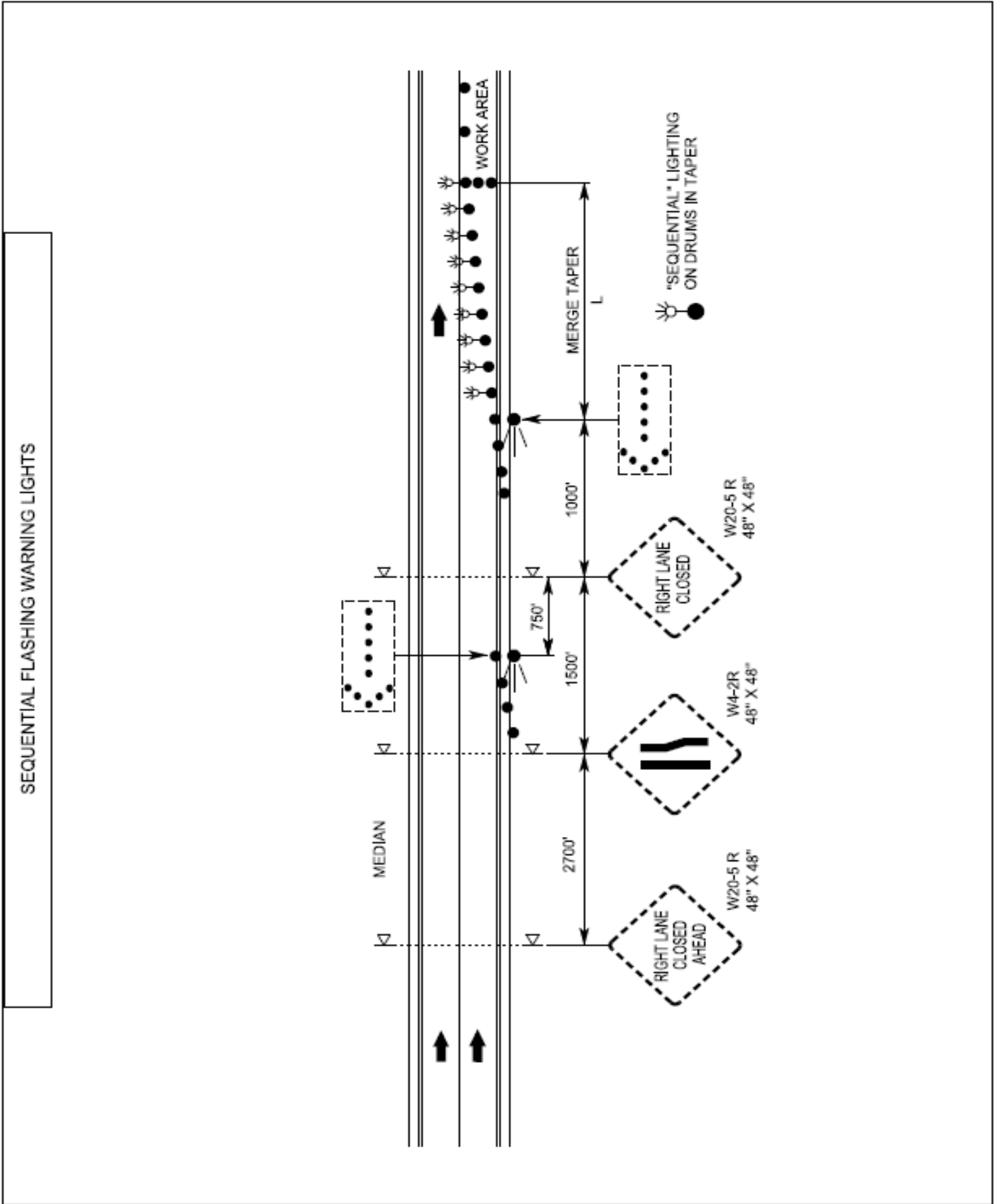
### Pay Item

Sequential Flashing Warning Lights

### Pay Unit

Each





SEQUENTIAL FLASHING WARNING LIGHTS

# TC-24

I-6002

Craven and Jones Counties

## **INTERSTATE/FREEWAY MAXIMUM LANE CLOSURE LENGTH:**

(03/20/17)

The maximum lane closure length on this project is 2 miles. This supersedes the allowable 5 mile maximum lane closure length located in Traffic Operations Section (1B) of the Interstate/Freeway Resurfacing Provision.

All quantities for required traffic control devices, digital speed limit signs, work zone presence lighting and law enforcement hours as well as paving production rates are to be based on this requirement.

**STABILIZATION REQUIREMENTS:**

(3-11-16)

S-2

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

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

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

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

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

## All Roadway Areas

**March 1 - August 31**

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

**September 1 - February 28**

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

## Waste and Borrow Locations

**March 1 – August 31**

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

**September 1 - February 28**

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

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

## Approved Tall Fescue Cultivars

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

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.

All areas seeded and mulched shall be tacked with asphalt. Crimping of straw in lieu of asphalt tack shall not be allowed on this project.

### **CRIMPING STRAW MULCH:**

Crimping shall be required on this project adjacent to any section of roadway where traffic is to be maintained or allowed during construction. In areas within six feet of the edge of pavement, straw is to be applied and then crimped. After the crimping operation is complete, an additional application of straw shall be applied and immediately tacked with a sufficient amount of undiluted emulsified asphalt.

Straw mulch shall be of sufficient length and quality to withstand the crimping operation.

Crimping equipment including power source shall be subject to the approval of the Engineer providing that maximum spacing of crimper blades shall not exceed 8".

### **WATTLE:**

(10-19-10) (Rev. 1-17-12)

1060,1630,1631

T1

### **Description**

Wattles are tubular products consisting of excelsior fibers encased in synthetic netting. Wattles are used on slopes or channels to intercept runoff and act as a velocity break. Wattles are to be placed at locations shown on the plans or as directed. Installation shall follow the detail provided in the plans and as directed. Work includes furnishing materials, installation of wattles, matting installation, and removing wattles.

### **Materials**

Wattle shall meet the following specifications:

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

Stakes shall be used as anchors.

Provide hardwood stakes a minimum of 2 feet long with a 2 inch x 2 inch nominal square cross section. One end of the stake must be sharpened or beveled to facilitate driving down into the underlying soil.

Matting shall meet the requirements of Article 1060-8 of the *2018 Standard Specifications*, or shall meet specifications provided elsewhere in this contract.

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

### **Construction Methods**

Wattles shall be secured to the soil by wire staples approximately every 1 linear foot and at the end of each section of wattle. A minimum of 4 stakes shall be installed on the downstream side of the wattle with a maximum spacing of 2 linear feet along the wattle, and according to the detail. Install a minimum of 2 stakes on the upstream side of the wattle according to the detail provided in the plans. Stakes shall be driven into the ground a minimum of 10 inches with no more than 2 inches projecting from the top of the wattle. Drive stakes at an angle according to the detail provided in the plans.

Only install wattle(s) to a height in ditch so flow will not wash around wattle and scour ditch slopes and according to the detail provided in the plans and as directed. Overlap adjoining sections of wattles a minimum of 6 inches.

Installation of matting shall be in accordance with the detail provided in the plans, and in accordance with Article 1631-3 of the *2018 Standard Specifications*, or in accordance with specifications provided elsewhere in this contract.

The Contractor shall maintain the wattles until the project is accepted or until the wattles are removed, and shall remove and dispose of silt accumulations at the wattles when so directed in accordance with the requirements of Section 1630 of the *2018 Standard Specifications*.

### **Measurement and Payment**

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

Matting will be measured and paid for in accordance with Article 1631-4 of the *2018 Standard Specifications*, or in accordance with specifications provided elsewhere in this contract.

Payment will be made under:

**Pay Item**

Wattle

**Pay Unit**

Linear Foot

**RESPONSE FOR EROSION CONTROL:****Description**

Furnish the labor, materials, tools and equipment necessary to move personnel, equipment, and supplies to the project necessary for the pursuit of any or all of the following work as shown herein, by an approved subcontractor.

| <b>Section</b> | <b>Erosion Control Item</b>      | <b>Unit</b> |
|----------------|----------------------------------|-------------|
| 1605           | Temporary Silt Fence             | LF          |
| SP             | Special Sediment Control Fence   | LF/TON      |
| 1615           | Temporary Mulching               | ACR         |
| 1620           | Seed - Temporary Seeding         | LB          |
| 1620           | Fertilizer - Temporary Seeding   | TN          |
| 1631           | Matting for Erosion Control      | SY          |
| SP             | Coir Fiber Mat                   | SY          |
| SP             | Coir Fiber Baffles               | LF          |
| SP             | Permanent Soil Reinforcement Mat | SY          |
| 1660           | Seeding and Mulching             | ACR         |
| 1661           | Seed - Repair Seeding            | LB          |
| 1661           | Fertilizer - Repair Seeding      | TON         |
| 1662           | Seed - Supplemental Seeding      | LB          |
| 1665           | Fertilizer Topdressing           | TON         |
| SP             | Safety/Highly Visible Fencing    | LF          |
| SP             | Response for Erosion Control     | EA          |

**Construction Methods**

Provide an approved subcontractor who performs an erosion control action as described in Form 1675. Each erosion control action may include one or more of the above work items.

**Measurement and Payment**

*Response for Erosion Control* will be measured and paid for by counting the actual number of times the subcontractor moves onto the project, including borrow and waste sites, and satisfactorily completes an erosion control action described in Form 1675. The provisions of Article 104-5 of the *Standard Specifications* will not apply to this item of work.

Payment will be made under:

**Pay Item**

Response for Erosion Control

**Pay Unit**

Each



County : Craven, Jones

| Line #               | Item Number  | Sec # | Description   | Quantity       | Unit Cost | Amount |
|----------------------|--------------|-------|---|----------------|-----------|--------|
| <b>ROADWAY ITEMS</b> |              |       |   |                |           |        |
| 0001                 | 0000100000-N | 800   | MOBILIZATION  | Lump Sum       | L.S.      |        |
| 0002                 | 0106000000-E | 230   | BORROW EXCAVATION   | 39,047<br>CY   |           |        |
| 0003                 | 0255000000-E | SP    | GENERIC GRADING ITEM<br>CLASS IV SUBGRADE STABILIZA-<br>TION      | 41,721<br>TON  |           |        |
| 0004                 | 0264000000-E | SP    | GENERIC GRADING ITEM<br>MEDIAN SHOULDER RECONSTRUC-<br>TION (T1)  | 63.35<br>SMI   |           |        |
| 0005                 | 0264000000-E | SP    | GENERIC GRADING ITEM<br>OUTSIDE SHOULDER RECONSTRUC-<br>TION (T2) | 50.57<br>SMI   |           |        |
| 0006                 | 1099500000-E | 505   | SHALLOW UNDERCUT  | 29,686<br>CY   |           |        |
| 0007                 | 1297000000-E | 607   | MILLING ASPHALT PAVEMENT, ****<br>DEPTH<br>(2-1/2")               | 900,551<br>SY  |           |        |
| 0008                 | 1330000000-E | 607   | INCIDENTAL MILLING  | 4,388<br>SY    |           |        |
| 0009                 | 1491000000-E | 610   | ASPHALT CONC BASE COURSE, TYPE<br>B25.0C                          | 93,432<br>TON  |           |        |
| 0010                 | 1503000000-E | 610   | ASPHALT CONC INTERMEDIATE<br>COURSE, TYPE I19.0C                  | 116,924<br>TON |           |        |
| 0011                 | 1523000000-E | 610   | ASPHALT CONC SURFACE COURSE,<br>TYPE S9.5C                        | 113,640<br>TON |           |        |
| 0012                 | 1575000000-E | 620   | ASPHALT BINDER FOR PLANT MIX                                      | 16,635<br>TON  |           |        |
| 0013                 | 1840000000-E | 665   | MILLED RUMBLE STRIPS (ASPHALT<br>CONCRETE)                        | 536,419<br>LF  |           |        |
| 0014                 | 3030000000-E | 862   | STEEL BEAM GUARDRAIL  | 6,979<br>LF    |           |        |
| 0015                 | 3287000000-N | SP    | GUARDRAIL END UNITS, TYPE TL-3                                    | 36<br>EA       |           |        |
| 0016                 | 3360000000-E | 863   | REMOVE EXISTING GUARDRAIL   | 6,979<br>LF    |           |        |
| 0017                 | 4400000000-E | 1110  | WORK ZONE SIGNS (STATIONARY)                                      | 672<br>SF      |           |        |

County : Craven, Jones

| Line # | Item Number  | Sec # | Description   | Quantity      | Unit Cost | Amount |
|--------|--------------|-------|---|---------------|-----------|--------|
| 0018   | 4423000000-N | SP    | WORK ZONE DIGITAL SPEED LIMIT SIGNS                             | 3<br>EA       |           |        |
| 0019   | 4424000000-N | SP    | WORK ZONE PRESENCE LIGHTING                                     | 20<br>EA      |           |        |
| 0020   | 4434000000-N | SP    | SEQUENTIAL FLASHING WARNING LIGHTS                              | 15<br>EA      |           |        |
| 0021   | 4510000000-N | 1190  | LAW ENFORCEMENT   | 1,152<br>HR   |           |        |
| 0022   | 4600000000-N | SP    | GENERIC TRAFFIC CONTROL ITEM LANE CLOSURE                       | 130<br>EA     |           |        |
| 0023   | 4600000000-N | SP    | GENERIC TRAFFIC CONTROL ITEM RAMP/LOOP CLOSURE                  | 48<br>EA      |           |        |
| 0024   | 4688000000-E | 1205  | THERMOPLASTIC PAVEMENT MARKING LINES (6", 90 MILS)              | 615,414<br>LF |           |        |
| 0025   | 4690000000-E | 1205  | THERMOPLASTIC PAVEMENT MARKING LINES (6", 120 MILS)             | 68,677<br>LF  |           |        |
| 0026   | 4700000000-E | 1205  | THERMOPLASTIC PAVEMENT MARKING LINES (12", 90 MILS)             | 23,550<br>LF  |           |        |
| 0027   | 4702000000-E | 1205  | THERMOPLASTIC PAVEMENT MARKING LINES (12", 120 MILS)            | 1,965<br>LF   |           |        |
| 0028   | 4710000000-E | 1205  | THERMOPLASTIC PAVEMENT MARKING LINES (24", 120 MILS)            | 439<br>LF     |           |        |
| 0029   | 4721000000-E | 1205  | THERMOPLASTIC PAVEMENT MARKING CHARACTER (120 MILS)             | 32<br>EA      |           |        |
| 0030   | 4725000000-E | 1205  | THERMOPLASTIC PAVEMENT MARKING SYMBOL (90 MILS)                 | 126<br>EA     |           |        |
| 0031   | 4775000000-E | 1205  | COLD APPLIED PLASTIC PAVEMENT MARKING LINES, TYPE ** (6") (II)  | 2,330<br>LF   |           |        |
| 0032   | 4785000000-E | 1205  | COLD APPLIED PLASTIC PAVEMENT MARKING LINES, TYPE ** (12") (II) | 670<br>LF     |           |        |
| 0033   | 4810000000-E | 1205  | PAINT PAVEMENT MARKING LINES (4")                               | 678,364<br>LF |           |        |

County : Craven, Jones

| Line # | Item Number  | Sec # | Description                            | Quantity | Unit Cost | Amount |
|--------|--------------|-------|--|----------|-----------|--------|
| 0034   | 4820000000-E | 1205  | PAINT PAVEMENT MARKING LINES (8")      | 24,765   | LF        |        |
| 0035   | 4835000000-E | 1205  | PAINT PAVEMENT MARKING LINES (24")     | 439      | LF        |        |
| 0036   | 4840000000-N | 1205  | PAINT PAVEMENT MARKING CHARACTER       | 24       | EA        |        |
| 0037   | 4845000000-N | 1205  | PAINT PAVEMENT MARKING SYMBOL          | 114      | EA        |        |
| 0038   | 4850000000-E | 1205  | REMOVAL OF PAVEMENT MARKING LINES (4") | 2,290    | LF        |        |
| 0039   | 4860000000-E | 1205  | REMOVAL OF PAVEMENT MARKING LINES (8") | 670      | LF        |        |
| 0040   | 4905000000-N | 1253  | SNOWPLOWABLE PAVEMENT MARKERS          | 5,182    | EA        |        |
| 0041   | 6000000000-E | 1605  | TEMPORARY SILT FENCE                   | 2,530    | LF        |        |
| 0042   | 6071010000-E | SP    | WATTLE                                 | 1,265    | LF        |        |
| 0043   | 6084000000-E | 1660  | SEEDING & MULCHING                     | 83.86    | ACR       |        |
| 0044   | 6117000000-N | SP    | RESPONSE FOR EROSION CONTROL           | 3        | EA        |        |

1119/Feb14/Q3337524.78/D159148610000/E44

Total Amount Of Bid For Entire Project :

GFE  
MBE GOAL SET: 3.00%  
MBE GOAL OBT: 1.97%  
WBE GOAL SET: 3.00%  
WBE GOAL OBT: 3.01%

Vendor 1 of 2: BARNHILL CONTRACTING COMPANY (3516)  
Call Order 002 (Proposal: C204139)

### Bid Information

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|   |                                     |
|---|-------------------------------------|
| <b>Proposal County:</b> JONES   | <b>Bid Checksum:</b> 37DADB93       |
| <b>Vendor Address:</b> 604 East New Bern Road<br>Kinston , NC , 28504 | <b>Bid Total:</b> \$25,492,230.43   |
| <b>Signature Check:</b> CAREY_M._SWANN_III_3516                       | <b>Items Total:</b> \$25,492,230.43 |
| <b>Time Bid Received:</b> March 20, 2018 01:05 PM                     | <b>Time Total:</b> \$0.00           |
| <b>Amendment Count:</b> 0   |                                     |

**Bidding Errors:**

DBE Warning : MBE Warning: MBE Commitment Goal not met

Vendor 1 of 2: BARNHILL CONTRACTING COMPANY (3516)  
Call Order 002 (Proposal: C204139)

Bid Bond Information

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|                             |  |
|-----------------------------|--|
| <b>Projects:</b>            | <b>Bond Maximum:</b>   |
| <b>Counties:</b>            | <b>State of Incorporation:</b>   |
| <b>Bond ID:</b> SNC18907313 | <b>Agency Execution Date:</b> 3/14/2018 12                                   |
| <b>Paid by Check:</b> No    | <b>Surety Name:</b> surety2000   |
| <b>Bond Percent:</b> 5%     | <b>Bond Agency Name:</b> Travelers Casualty and Surety<br>Company of America |

Bidder 1 of 2

Vendor 3516's Bid Information for Call 002, Letting L180320, 03/20/18

Barnhill Contracting Company (3516)  
 Call Order 002 (Proposal ID C204139)

LIST OF MBE PARTICIPANTS

| VENDOR NUMBER | DBE NAME ADDRESS  | WORK CODE TYPE OF WORK | CERT TYPE AMOUNT    |           |
|---------------|---|------------------------|---------------------|-----------|
| 4720          | MILITARY & FEDERAL CONSTRUCTION<br>317-C CENTER STREET , JACKSONVILLE, NC 28546 |                        | Sub 304,000.00      | COMMITTED |
| 11468         | HINES TRUCKING INC<br>241 STALLINGS MILL ROAD , LOUISBURG, NC 27549             |                        | Sub 99,000.00       | COMMITTED |
| 5124          | R L THOMPSON CO INC<br>655 PERRY TOWN RD , NEW BERN, NC 28560                   |                        | Sub 100,000.00      | COMMITTED |
|               |   |                        | TOTAL: \$503,000.00 |           |
|               |   |                        | 1.97%               |           |

Vendor 3516's Bid Information for Call 002, Letting L180320, 03/20/18

Barnhill Contracting Company (3516)  
 Call Order 002 (Proposal ID C204139)

LIST OF WBE PARTICIPANTS

| VENDOR NUMBER | DBE NAME ADDRESS   | WORK CODE TYPE OF WORK | CERT TYPE AMOUNT    |           |
|---------------|--|------------------------|---------------------|-----------|
| 3765          | STAY ALERT SAFETY SERVICES INC<br>POST OFFICE BOX 467 , KERNERSVILLE, NC 27285 |                        | Sub 7,109.76        | COMMITTED |
| 3765          | STAY ALERT SAFETY SERVICES INC<br>POST OFFICE BOX 467 , KERNERSVILLE, NC 27285 |                        | Sup 118,250.00      | COMMITTED |
| 10360         | EVERETTS LOT CLEARING & GRADING<br>2402 FRED EVERETT ROAD , KINSTON, NC 28504  |                        | Sub 154,500.00      | COMMITTED |
| 11852         | SADLER LANDSCAPING LLC<br>953 BLACK ROCK ROAD , MERRY HILL, NC 27957           |                        | Sub 167,730.25      | COMMITTED |
| 3376          | REYNOLDS FENCE & GUARDRAIL INC<br>9320 MACHADO DRIVE , INDIAN TRAIL, NC 28079  |                        | Sub 231,877.25      | COMMITTED |
| 6227          | MORE TONS LLC<br>NEW BERN HWY , MAYSVILLE, NC 28555                            |                        | Sub 135,450.00      | COMMITTED |
|               |  |                        | TOTAL: \$767,617.26 |           |
|               |  |                        | 3.01%               |           |

Vendor 3516's Bid Information for Call 002, Letting L180320, 03/20/18

Barnhill Contracting Company (3516)  
 Call Order 002 (Proposal ID C204139)

Miscellaneous Data Info - Contractor Responses:

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NON-COLLUSION AND DEBARMENT CERTIFICATION

Explanation of the prospective bidder that is unable to certify to any of the statements in this certification:

Explanation:  
 NOT ANSWERED  
 NOT ANSWERED

Bidder 1 of 2

NOT ANSWERED  
NOT ANSWERED

AWARD LIMITS ON MULTIPLE PROJECTS

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

It is the desire of the Bidder to be awarded contracts, the value of which will not exceed a total of NOT ANSWERED 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 |
|-----------------|--------|
| NOT ANSWERED    |        |
| NOT ANSWERED    |        |
| NOT ANSWERED    |        |
| NOT ANSWERED    |        |
| NOT ANSWERED    |        |
| NOT ANSWERED    |        |

Bid Bond Data Info - Contractor Responses:

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BondID: SNC18907313  
 Surety Registry Agency: surety2000  
 Verified?: Yes  
 Surety Agency: Travelers Casualty and Surety Company of America  
 Bond Execution Date: 3/14/2018 12  
 Bond Amount: \$1,274,611.52 (Five Percent of Bid)

Dept of Transportation

Revised:

Contract ID: C204139 Project(s): STATE FUNDED

Letting Date: 03-20-18 Call Order: 002

Bidder: 3516 - Barnhill Contracting Company

| Line No.                   | Item Description  | Approx. Quantity and Units | Unit Price Dollars   Cts | Bid Amount Dollars   Ct |
|----------------------------|---|----------------------------|--------------------------|-------------------------|
| Section 0001 ROADWAY ITEMS |   |                            |                          |                         |
| Alt Group                  |   |                            |                          |                         |
| 0001                       | 0000100000-N MOBILIZATION   | LUMP                       | LUMP                     | 920,000.00              |
| 0002                       | 0106000000-E BORROW EXCAVATION  | 39,047.000<br>CY           | 3.35000                  | 130,807.45              |
| 0003                       | 0255000000-E GENERIC GRADING ITEM CLASS IV<br>SUBGRADE STABILIZATION      | 41,721.000<br>TON          | 30.00000                 | 1,251,630.00            |
| 0004                       | 0264000000-E GENERIC GRADING ITEM MEDIAN<br>SHOULDER RECONSTRUCTION (T1)  | 63.350<br>SMI              | 2,500.00000              | 158,375.00              |
| 0005                       | 0264000000-E GENERIC GRADING ITEM OUTSIDE<br>SHOULDER RECONSTRUCTION (T2) | 50.570<br>SMI              | 3,300.00000              | 166,881.00              |
| 0006                       | 1099500000-E SHALLOW UNDERCUT   | 29,686.000<br>CY           | 2.25000                  | 66,793.50               |
| 0007                       | 1297000000-E MILLING ASPHALT PAVEMENT,<br>***"DEPTH (2-1/2")              | 900,551.000<br>SY          | 2.00000                  | 1,801,102.00            |
| 0008                       | 1330000000-E INCIDENTAL MILLING   | 4,388.000<br>SY            | 16.00000                 | 70,208.00               |
| 0009                       | 1491000000-E ASPHALT CONC BASE COURSE, TYPE<br>B25.0C                     | 93,432.000<br>TON          | 39.00000                 | 3,643,848.00            |
| 0010                       | 1503000000-E ASPHALT CONC INTERMEDIATE<br>COURSE, TYPE I19.0C             | 116,924.000<br>TON         | 41.75000                 | 4,881,577.00            |



## Dept of Transportation

Revised:

Contract ID: C204139 Project(s): STATE FUNDED

Letting Date: 03-20-18 Call Order: 002

Bidder: 3516 - Barnhill Contracting Company

| Line No. | Item Description                                       | Approx. Quantity and Units | Unit Price Dollars   Cts | Bid Amount Dollars   Ct |
|----------|--|----------------------------|--------------------------|-------------------------|
| 0011     | 1523000000-E ASPHALT CONC SURFACE COURSE, TYPE S9.5C   | 113,640.000 TON            | 39.00000                 | 4,431,960.00            |
| 0012     | 1575000000-E ASPHALT BINDER FOR PLANT MIX              | 16,635.000 TON             | 365.00000                | 6,071,775.00            |
| 0013     | 1840000000-E MILLED RUMBLE STRIPS (ASPHALT CONCRETE)   | 536,419.000 LF             | 0.20000                  | 107,283.80              |
| 0014     | 3030000000-E STEEL BEAM GUARDRAIL                      | 6,979.000 LF               | 16.50000                 | 115,153.50              |
| 0015     | 3287000000-N GUARDRAIL END UNITS, TYPE TL-3            | 36.000 EA                  | 3,000.00000              | 108,000.00              |
| 0016     | 3360000000-E REMOVE EXISTING GUARDRAIL                 | 6,979.000 LF               | 1.25000                  | 8,723.75                |
| 0017     | 4400000000-E WORK ZONE SIGNS (STATIONARY)              | 672.000 SF                 | 9.89000                  | 6,646.08                |
| 0018     | 4423000000-N WORK ZONE DIGITAL SPEED LIMIT SIGNS       | 3.000 EA                   | 5,305.00000              | 15,915.00               |
| 0019     | 4424000000-N WORK ZONE PRESENCE LIGHTING               | 20.000 EA                  | 6,140.00000              | 122,800.00              |
| 0020     | 4434000000-N SEQUENTIAL FLASHING WARNING LIGHTS        | 15.000 EA                  | 325.00000                | 4,875.00                |
| 0021     | 4510000000-N LAW ENFORCEMENT                           | 1,152.000 HR               | 50.00000                 | 57,600.00               |
| 0022     | 4600000000-N GENERIC TRAFFIC CONTROL ITEM LANE CLOSURE | 130.000 EA                 | 2,450.00000              | 318,500.00              |

Dept of Transportation

Revised:

Contract ID: C204139

Project(s): STATE FUNDED

Letting Date: 03-20-18 Call Order: 002

Bidder: 3516 - Barnhill Contracting Company

| Line No. | Item Description  | Approx. Quantity and Units | Unit Price Dollars   Cts | Bid Amount Dollars   Ct |
|----------|---|----------------------------|--------------------------|-------------------------|
| 0023     | 4600000000-N GENERIC TRAFFIC CONTROL ITEM<br>RAMP/LOOP CLOSURE                  | 48.000<br>EA               | 2,125.00000              | 102,000.00              |
| 0024     | 4688000000-E THERMOPLASTIC PAVEMENT MARKING LINES<br>(6", 90 MILS)              | 615,414.000<br>LF          | 0.64000                  | 393,864.96              |
| 0025     | 4690000000-E THERMOPLASTIC PAVEMENT MARKING LINES<br>(6", 120 MILS)             | 68,677.000<br>LF           | 0.88000                  | 60,435.76               |
| 0026     | 4700000000-E THERMOPLASTIC PAVEMENT MARKING LINES<br>(12", 90 MILS)             | 23,550.000<br>LF           | 1.80000                  | 42,390.00               |
| 0027     | 4702000000-E THERMOPLASTIC PAVEMENT MARKING LINES<br>(12", 120 MILS)            | 1,965.000<br>LF            | 2.65000                  | 5,207.25                |
| 0028     | 4710000000-E THERMOPLASTIC PAVEMENT MARKING LINES<br>(24", 120 MILS)            | 439.000<br>LF              | 5.80000                  | 2,546.20                |
| 0029     | 4721000000-E THERMOPLASTIC PAVEMENT MARKING CHARACTER (120 MILS)                | 32.000<br>EA               | 45.00000                 | 1,440.00                |
| 0030     | 4725000000-E THERMOPLASTIC PAVEMENT MARKING SYMBOL<br>(90 MILS)                 | 126.000<br>EA              | 120.00000                | 15,120.00               |
| 0031     | 4775000000-E COLD APPLIED PLASTIC PAVEMENT MARKING LINES, TYPE **<br>(6") (II)  | 2,330.000<br>LF            | 4.20000                  | 9,786.00                |
| 0032     | 4785000000-E COLD APPLIED PLASTIC PAVEMENT MARKING LINES, TYPE **<br>(12") (II) | 670.000<br>LF              | 8.50000                  | 5,695.00                |
| 0033     | 4810000000-E PAINT PAVEMENT MARKING LINES<br>(4")                               | 678,364.000<br>LF          | 0.12000                  | 81,403.68               |

Dept of Transportation

Revised:

Contract ID: C204139

Project(s): STATE FUNDED

Letting Date: 03-20-18 Call Order: 002

Bidder: 3516 - Barnhill Contracting Company

| Line No. | Item Description  | Approx. Quantity and Units | Unit Price Dollars   Cts | Bid Amount Dollars   Ct |
|----------|---|----------------------------|--------------------------|-------------------------|
| 0034     | 4820000000-E PAINT<br>PAVEMENT MARKING LINES<br>(8")      | 24,765.000<br>LF           | 0.45000                  | 11,144.25               |
| 0035     | 4835000000-E PAINT<br>PAVEMENT MARKING LINES<br>(24")     | 439.000<br>LF              | 2.50000                  | 1,097.50                |
| 0036     | 4840000000-N PAINT<br>PAVEMENT MARKING<br>CHARAC-TER      | 24.000<br>EA               | 25.00000                 | 600.00                  |
| 0037     | 4845000000-N PAINT<br>PAVEMENT MARKING SYMBOL             | 114.000<br>EA              | 40.00000                 | 4,560.00                |
| 0038     | 4850000000-E REMOVAL OF<br>PAVEMENT MARKING LINES<br>(4") | 2,290.000<br>LF            | 0.75000                  | 1,717.50                |
| 0039     | 4860000000-E REMOVAL OF<br>PAVEMENT MARKING LINES<br>(8") | 670.000<br>LF              | 1.00000                  | 670.00                  |
| 0040     | 4905000000-N SNOWPLOWABL<br>E PAVEMENT MARKERS            | 5,182.000<br>EA            | 24.00000                 | 124,368.00              |
| 0041     | 6000000000-E TEMPORARY<br>SILT FENCE                      | 2,530.000<br>LF            | 2.90000                  | 7,337.00                |
| 0042     | 6071010000-E WATTLE                                       | 1,265.000<br>LF            | 7.95000                  | 10,056.75               |
| 0043     | 6084000000-E SEEDING &<br>MULCHING                        | 83.860<br>ACR              | 1,775.00000              | 148,851.50              |
| 0044     | 6117000000-N RESPONSE<br>FOR EROSION CONTROL              | 3.000<br>EA                | 495.00000                | 1,485.00                |
|          | Section 0001 Total  |                            |                          | 25,492,230.43           |

Dept of Transportation

Revised:

Contract ID: C204139

Project(s): STATE FUNDED

Letting Date: 03-20-18 Call Order: 002

Bidder: 3516 - Barnhill Contracting Company

| Line No. | Item Description | Approx. Quantity and Units | Unit Price Dollars   Cts | Bid Amount Dollars   Ct |
|----------|------------------|----------------------------|--------------------------|-------------------------|
|          |                  |                            |                          |                         |
|          | Bid Total        |                            |                          | 25,492,230.43           |

NON-COLLUSION AND DEBARMENT CERTIFICATION

The bidder certifies that neither he, nor any official, agent or employee of the bidder has entered into any agreement, participated in any collusion, or otherwise taken any action which is in restraint of free competitive bidding in connection with this bid, and that the bidder intends to do the work with its own bonafide employees or subcontractors and is not bidding for the benefit of another contractor. In addition, submitting this electronic bid constitutes the bidder's certification of Status under penalty of perjury under the laws of the United States and in accordance with the Debarment Certification on file with the Department.

By submitting this bid, the 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.

Where the prospective bidder is unable to certify to any of the statements in this certification, the bidder shall submit an explanation in the blanks provided herein. The explanation will not necessarily result in denial of participation in a contract.

Explanation:  
NOT ANSWERED  
NOT ANSWERED  
NOT ANSWERED  
NOT ANSWERED

If the prequalified bidder's status changes, he shall immediately submit a new fully executed non-collusion affidavit and debarment certification with an explanation of the change to the Contract Office prior to submitting the bid.

Failure to furnish a certification or an explanation will be grounds for rejection of a bid

AWARD LIMITS ON MULTIPLE PROJECTS

By answering YES to this statement, the bidder acknowledges that they are using the award limits on multiple projects. 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 NOT ANSWERED 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 |
|-----------------|--------|
| NOT ANSWERED    |        |
| NOT ANSWERED    |        |
| NOT ANSWERED    |        |
| NOT ANSWERED    |        |
| NOT ANSWERED    |        |
| NOT ANSWERED    |        |

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.

PROPOSAL: C204139  
 LETTING: L180320 CALL: 002  
 VENDOR: 3516 Barnhill Contracting Company

| LINE NO. | ITEM NO. | ITEM DESC. | UNIT TYPE | SUBCONTRACTOR QUANTITY | SUBCONTRACTOR UNIT PRICE | EXTENDED AMOUNT |
|----------|----------|------------|-----------|------------------------|--------------------------|-----------------|
|----------|----------|------------|-----------|------------------------|--------------------------|-----------------|

MBE SUBCONTRACTOR: 4720 MILITARY & FEDERAL CONSTRUCTION CO  
 Will Use Quote: Yes

|      |              |                            |     |            |         |          |
|------|--------------|----------------------------|-----|------------|---------|----------|
| 0009 | 1491000000-E | ASP CONC BAS               | TON | 17000.000  | 4.00000 | 68000.00 |
|      |              | Asphalt and Stockpile Haul |     |            |         |          |
| 0010 | 1503000000-E | ASP CONC INT               | TON | 17000.000  | 4.00000 | 68000.00 |
|      |              | Asphalt and Stockpile Haul |     |            |         |          |
| 0011 | 1523000000-E | ASP CONC SUR               | TON | 17000.000  | 4.00000 | 68000.00 |
|      |              | Asphalt and Stockpile Haul |     |            |         |          |
| 0003 | 0255000000-E | GENERIC GRAD               | TON | 10000.000  | 4.00000 | 40000.00 |
|      |              | Haul                       |     |            |         |          |
| 0007 | 1297000000-E | MILL ASP PVM               | SY  | 400000.000 | 0.15000 | 60000.00 |
|      |              | Milling Haul               |     |            |         |          |

MBE COMMITMENT TOTAL FOR SUBCONTRACTOR: 304,000.00

MBE SUBCONTRACTOR: 11468 HINES TRUCKING INC  
 Will Use Quote: Yes

|      |              |                            |     |          |         |          |
|------|--------------|----------------------------|-----|----------|---------|----------|
| 0009 | 1491000000-E | ASP CONC BAS               | TON | 8250.000 | 4.00000 | 33000.00 |
|      |              | Asphalt and Stockpile Haul |     |          |         |          |
| 0010 | 1503000000-E | ASP CONC INT               | TON | 8250.000 | 4.00000 | 33000.00 |
|      |              | Asphalt and Stockpile Haul |     |          |         |          |
| 0011 | 1523000000-E | ASP CONC SUR               | TON | 8250.000 | 4.00000 | 33000.00 |
|      |              | Asphalt and Stockpile Haul |     |          |         |          |

MBE COMMITMENT TOTAL FOR SUBCONTRACTOR: 99,000.00

MBE SUBCONTRACTOR: 5124 R L THOMPSON CO INC  
 Will Use Quote: Yes

|      |              |              |    |            |         |           |
|------|--------------|--------------|----|------------|---------|-----------|
| 0007 | 1297000000-E | MILL ASP PVM | SY | 250000.000 | 0.40000 | 100000.00 |
|------|--------------|--------------|----|------------|---------|-----------|

MBE COMMITMENT TOTAL FOR SUBCONTRACTOR: 100,000.00

TOTAL MBE COMMITMENT FOR VENDOR: Entered: 1.97% or 503000.00  
 Required: 3.00% or 764766.91  
 <GOAL NOT MET>

PROPOSAL: C204139  
 LETTING: L180320 CALL: 002  
 VENDOR: 3516 Barnhill Contracting Company

-----  
 LINE ITEM                    ITEM                    UNIT SUBCONTRACTOR    SUBCONTRACTOR    EXTENDED  
 NO.    NO.                    DESC.                    TYPE QUANTITY            UNIT PRICE            AMOUNT  
 -----

WBE SUBCONTRACTOR: 3765 STAY ALERT SAFETY SERVICES INC  
 Will Use Quote: Yes

|   |              |                 |         |          |          |
|---|--------------|-----------------|---------|----------|----------|
| 0017                                    | 4400000000-E | WORK ZONE SI SF | 672.000 | 10.58000 | 7109.76  |
|   |              |                 |         |          | -----    |
| WBE COMMITMENT TOTAL FOR SUBCONTRACTOR: |              |                 |         |          | 7,109.76 |

WBE SUBCONTRACTOR: 3765 STAY ALERT SAFETY SERVICES INC  
 Will Use Quote: Yes

|   |              |                 |         |           |            |
|---|--------------|-----------------|---------|-----------|------------|
| 0022                                    | 4600000000-N | GENERIC TRAF EA | 130.000 | 725.00000 | 94250.00   |
| 0023                                    | 4600000000-N | GENERIC TRAF EA | 48.000  | 500.00000 | 24000.00   |
|   |              |                 |         |           | -----      |
| WBE COMMITMENT TOTAL FOR SUBCONTRACTOR: |              |                 |         |           | 118,250.00 |

WBE SUBCONTRACTOR: 10360 EVERETTS LOT CLEARING & GRADING INC  
 Will Use Quote: Yes

|   |              |                     |          |          |            |
|---|--------------|---------------------|----------|----------|------------|
| 0009                                    | 1491000000-E | ASP CONC BAS TON    | 5000.000 | 10.30000 | 51500.00   |
|   |              | Stockpile Haul Only |          |          |            |
| 0010                                    | 1503000000-E | ASP CONC INT TON    | 5000.000 | 10.30000 | 51500.00   |
|   |              | Stockpile Haul Only |          |          |            |
| 0011                                    | 1523000000-E | ASP CONC SUR TON    | 5000.000 | 10.30000 | 51500.00   |
|   |              | Stockpile Haul Only |          |          |            |
|   |              |                     |          |          | -----      |
| WBE COMMITMENT TOTAL FOR SUBCONTRACTOR: |              |                     |          |          | 154,500.00 |

WBE SUBCONTRACTOR: 11852 SADLER LANDSCAPING LLC  
 Will Use Quote: Yes

|   |              |                 |          |            |            |
|---|--------------|-----------------|----------|------------|------------|
| 0041                                    | 6000000000-E | TEMPORARY SI LF | 2530.000 | 2.90000    | 7337.00    |
| 0042                                    | 6071010000-E | WATTLE LF       | 1265.000 | 7.95000    | 10056.75   |
| 0043                                    | 6084000000-E | SEEDING AND ACR | 83.860   | 1775.00000 | 148851.50  |
| 0044                                    | 6117000000-N | RESPONSE FOR EA | 3.000    | 495.00000  | 1485.00    |
|   |              |                 |          |            | -----      |
| WBE COMMITMENT TOTAL FOR SUBCONTRACTOR: |              |                 |          |            | 167,730.25 |

WBE SUBCONTRACTOR: 3376 REYNOLDS FENCE & GUARDRAIL INC  
 Will Use Quote: Yes

|   |              |                 |          |            |            |
|---|--------------|-----------------|----------|------------|------------|
| 0014                                    | 3030000000-E | STL BEAM GUA LF | 6979.000 | 16.50000   | 115153.50  |
| 0015                                    | 3287000000-N | GR END TYPE EA  | 36.000   | 3000.00000 | 108000.00  |
| 0016                                    | 3360000000-E | REMOVE EXIST LF | 6979.000 | 1.25000    | 8723.75    |
|   |              |                 |          |            | -----      |
| WBE COMMITMENT TOTAL FOR SUBCONTRACTOR: |              |                 |          |            | 231,877.25 |



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| LINE NO.                                | ITEM NO.     | ITEM DESC.                                     | UNIT TYPE | SUBCONTRACTOR QUANTITY | SUBCONTRACTOR UNIT PRICE | EXTENDED AMOUNT     |
|---|--------------|--|-----------|------------------------|--------------------------|---------------------|
| WBE SUBCONTRACTOR: 6227 MORE TONS LLC   |              |  |           |                        |                          |                     |
| Will Use Quote: Yes                     |              |  |           |                        |                          |                     |
| 0007                                    | 1297000000-E | MILL ASP PVM SY<br>Haul Asphalt Millings       |           | 250000.000             | 0.15000                  | 37500.00            |
| 0003                                    | 0255000000-E | GENERIC GRAD TON<br>Haul Material              |           | 10500.000              | 3.50000                  | 36750.00            |
| 0009                                    | 1491000000-E | ASP CONC BAS TON<br>Asphalt and Stockpile Haul |           | 5100.000               | 4.00000                  | 20400.00            |
| 0010                                    | 1503000000-E | ASP CONC INT TON<br>Asphalt and Stockpile Haul |           | 5100.000               | 4.00000                  | 20400.00            |
| 0011                                    | 1523000000-E | ASP CONC SUR TON<br>Asphalt and Stockpile Haul |           | 5100.000               | 4.00000                  | 20400.00            |
| WBE COMMITMENT TOTAL FOR SUBCONTRACTOR: |              |  |           |                        |                          | -----<br>135,450.00 |

TOTAL WBE COMMITMENT FOR VENDOR:            Entered:        3.01% or        767617.26  
   Required:        3.00% or        764766.91  
   <GOAL MET>

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

DBE Warning : MBE Warning: MBE Commitment Goal not met

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

-----  
-----  
-----

| Line #               | ItemNumber   | Sec # | Description   | Quantity Unit  | Unit Bid Price | Amount Bid   |
|----------------------|--------------|-------|---|----------------|----------------|--------------|
| <b>ROADWAY ITEMS</b> |              |       |   |                |                |              |
| 0001                 | 0000100000-N | 800   | MOBILIZATION  | Lump Sum<br>LS | 920,000.00     | 920,000.00   |
| 0002                 | 0106000000-E | 230   | BORROW EXCAVATION   | 39,047<br>CY   | 3.35           | 130,807.45   |
| 0003                 | 0255000000-E | SP    | GENERIC GRADING ITEM<br>CLASS IV SUBGRADE STABILIZA-<br>TION      | 41,721<br>TON  | 30.00          | 1,251,630.00 |
| 0004                 | 0264000000-E | SP    | GENERIC GRADING ITEM<br>MEDIAN SHOULDER RECONSTRUC-<br>TION (T1)  | 63.35<br>SMI   | 2,500.00       | 158,375.00   |
| 0005                 | 0264000000-E | SP    | GENERIC GRADING ITEM<br>OUTSIDE SHOULDER RECONSTRUC-<br>TION (T2) | 50.57<br>SMI   | 3,300.00       | 166,881.00   |
| 0006                 | 1099500000-E | 505   | SHALLOW UNDERCUT  | 29,686<br>CY   | 2.25           | 66,793.50    |
| 0007                 | 1297000000-E | 607   | MILLING ASPHALT PAVEMENT, ****<br>DEPTH<br>(2-1/2")               | 900,551<br>SY  | 2.00           | 1,801,102.00 |
| 0008                 | 1330000000-E | 607   | INCIDENTAL MILLING  | 4,388<br>SY    | 16.00          | 70,208.00    |
| 0009                 | 1491000000-E | 610   | ASPHALT CONC BASE COURSE, TYPE<br>B25.0C                          | 93,432<br>TON  | 39.00          | 3,643,848.00 |
| 0010                 | 1503000000-E | 610   | ASPHALT CONC INTERMEDIATE<br>COURSE, TYPE I19.0C                  | 116,924<br>TON | 41.75          | 4,881,577.00 |
| 0011                 | 1523000000-E | 610   | ASPHALT CONC SURFACE COURSE,<br>TYPE S9.5C                        | 113,640<br>TON | 39.00          | 4,431,960.00 |
| 0012                 | 1575000000-E | 620   | ASPHALT BINDER FOR PLANT MIX                                      | 16,635<br>TON  | 365.00         | 6,071,775.00 |
| 0013                 | 1840000000-E | 665   | MILLED RUMBLE STRIPS (ASPHALT<br>CONCRETE)                        | 536,419<br>LF  | 0.20           | 107,283.80   |
| 0014                 | 3030000000-E | 862   | STEEL BEAM GUARDRAIL  | 6,979<br>LF    | 16.50          | 115,153.50   |
| 0015                 | 3287000000-N | SP    | GUARDRAIL END UNITS, TYPE TL-3                                    | 36<br>EA       | 3,000.00       | 108,000.00   |
| 0016                 | 3360000000-E | 863   | REMOVE EXISTING GUARDRAIL   | 6,979<br>LF    | 1.25           | 8,723.75     |
| 0017                 | 4400000000-E | 1110  | WORK ZONE SIGNS (STATIONARY)                                      | 672<br>SF      | 9.89           | 6,646.08     |

| Line # | ItemNumber   | Sec # | Description   | Quantity Unit | Unit Bid Price | Amount Bid |
|--------|--------------|-------|---|---------------|----------------|------------|
| 0018   | 4423000000-N | SP    | WORK ZONE DIGITAL SPEED LIMIT SIGNS                             | 3<br>EA       | 5,305.00       | 15,915.00  |
| 0019   | 4424000000-N | SP    | WORK ZONE PRESENCE LIGHTING                                     | 20<br>EA      | 6,140.00       | 122,800.00 |
| 0020   | 4434000000-N | SP    | SEQUENTIAL FLASHING WARNING LIGHTS                              | 15<br>EA      | 325.00         | 4,875.00   |
| 0021   | 4510000000-N | 1190  | LAW ENFORCEMENT   | 1,152<br>HR   | 50.00          | 57,600.00  |
| 0022   | 4600000000-N | SP    | GENERIC TRAFFIC CONTROL ITEM LANE CLOSURE                       | 130<br>EA     | 2,450.00       | 318,500.00 |
| 0023   | 4600000000-N | SP    | GENERIC TRAFFIC CONTROL ITEM RAMP/LOOP CLOSURE                  | 48<br>EA      | 2,125.00       | 102,000.00 |
| 0024   | 4688000000-E | 1205  | THERMOPLASTIC PAVEMENT MARKING LINES (6", 90 MILS)              | 615,414<br>LF | 0.64           | 393,864.96 |
| 0025   | 4690000000-E | 1205  | THERMOPLASTIC PAVEMENT MARKING LINES (6", 120 MILS)             | 68,677<br>LF  | 0.88           | 60,435.76  |
| 0026   | 4700000000-E | 1205  | THERMOPLASTIC PAVEMENT MARKING LINES (12", 90 MILS)             | 23,550<br>LF  | 1.80           | 42,390.00  |
| 0027   | 4702000000-E | 1205  | THERMOPLASTIC PAVEMENT MARKING LINES (12", 120 MILS)            | 1,965<br>LF   | 2.65           | 5,207.25   |
| 0028   | 4710000000-E | 1205  | THERMOPLASTIC PAVEMENT MARKING LINES (24", 120 MILS)            | 439<br>LF     | 5.80           | 2,546.20   |
| 0029   | 4721000000-E | 1205  | THERMOPLASTIC PAVEMENT MARKING CHARACTER (120 MILS)             | 32<br>EA      | 45.00          | 1,440.00   |
| 0030   | 4725000000-E | 1205  | THERMOPLASTIC PAVEMENT MARKING SYMBOL (90 MILS)                 | 126<br>EA     | 120.00         | 15,120.00  |
| 0031   | 4775000000-E | 1205  | COLD APPLIED PLASTIC PAVEMENT MARKING LINES, TYPE ** (6") (II)  | 2,330<br>LF   | 4.20           | 9,786.00   |
| 0032   | 4785000000-E | 1205  | COLD APPLIED PLASTIC PAVEMENT MARKING LINES, TYPE ** (12") (II) | 670<br>LF     | 8.50           | 5,695.00   |
| 0033   | 4810000000-E | 1205  | PAINT PAVEMENT MARKING LINES (4")                               | 678,364<br>LF | 0.12           | 81,403.68  |

## Contract Item Sheets For C204139

| Line # | ItemNumber   | Sec # | Description                            | Quantity Unit | Unit Bid Price | Amount Bid |
|--------|--------------|-------|--|---------------|----------------|------------|
| 0034   | 4820000000-E | 1205  | PAINT PAVEMENT MARKING LINES (8")      | 24,765 LF     | 0.45           | 11,144.25  |
| 0035   | 4835000000-E | 1205  | PAINT PAVEMENT MARKING LINES (24")     | 439 LF        | 2.50           | 1,097.50   |
| 0036   | 4840000000-N | 1205  | PAINT PAVEMENT MARKING CHARACTER       | 24 EA         | 25.00          | 600.00     |
| 0037   | 4845000000-N | 1205  | PAINT PAVEMENT MARKING SYMBOL          | 114 EA        | 40.00          | 4,560.00   |
| 0038   | 4850000000-E | 1205  | REMOVAL OF PAVEMENT MARKING LINES (4") | 2,290 LF      | 0.75           | 1,717.50   |
| 0039   | 4860000000-E | 1205  | REMOVAL OF PAVEMENT MARKING LINES (8") | 670 LF        | 1.00           | 670.00     |
| 0040   | 4905000000-N | 1253  | SNOWPLOWABLE PAVEMENT MARKERS          | 5,182 EA      | 24.00          | 124,368.00 |
| 0041   | 6000000000-E | 1605  | TEMPORARY SILT FENCE                   | 2,530 LF      | 2.90           | 7,337.00   |
| 0042   | 6071010000-E | SP    | WATTLE                                 | 1,265 LF      | 7.95           | 10,056.75  |
| 0043   | 6084000000-E | 1660  | SEEDING & MULCHING                     | 83.86 ACR     | 1,775.00       | 148,851.50 |
| 0044   | 6117000000-N | SP    | RESPONSE FOR EROSION CONTROL           | 3 EA          | 495.00         | 1,485.00   |

TOTAL AMOUNT OF BID FOR ENTIRE PROJECT

**\$25,492,230.43**

Contract No. C204139  
County CRAVEN, JONES

Rev. 1-16-18

**EXECUTION OF CONTRACT  
NON-COLLUSION, DEBARMENT AND GIFT BAN CERTIFICATION**

**CORPORATION**

The Contractor 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 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 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**

Barnhill Contracting Company

Full name of Corporation

P.O. Box 7948, Rocky Mount, North Carolina, 27804

Address as Prequalified

Attest

Charlie E. Gates

~~Secretary~~/Assistant Secretary  
Select appropriate title

By

Carey M. Swann, III

~~President~~/Vice President/~~Assistant Vice President~~  
Select appropriate title

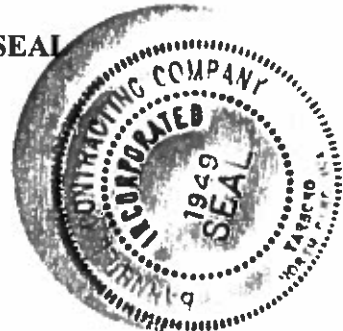
Charlie E. Gates

Print or type Signer's name

Carey M. Swann, III

Print or type Signer's name

**CORPORATE SEAL**



## 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 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.**     **C204139**

**County (ies):**    **Craven, Jones**

ACCEPTED BY THE  
DEPARTMENT OF TRANSPORTATION

DocuSigned by:  
*Ronald E. Davenport, Jr.*  
F81B6038A47A442...  
\_\_\_\_\_  
Contract Officer

4/24/2018  
\_\_\_\_\_  
Date

Execution of Contract and Bonds  
Approved as to Form:

DocuSigned by:  
*Mollie Cozart*  
46B43E512C354B9...  
\_\_\_\_\_  
Attorney General

4/24/2018  
\_\_\_\_\_  
Date

Contract No.: C204139  
County: Craven, Jones

Bond No.: 106887397

Rev 5-17-11

### CONTRACT PAYMENT BOND

Date of Payment Bond Execution April 2, 2018

Name of Principal Contractor Barnhill Contracting Company

Name of Surety: Travelers Casualty and Surety Company of America

Name of Contracting Body: North Carolina Department of Transportation  
1020 Birch Ridge Drive, Raleigh NC 27610

Amount of Bond: \$25,492,230.43

Contract ID No.: C204139

County Name: Craven, Jones

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.: C204139  
County: Craven, Jones

Bond No.: 106887397

Rev 5-17-11

### CONTRACT PAYMENT BOND

*Affix Seal of Surety Company*

Travelers Casualty and Surety Company of America  
Print or type Surety Company Name



By Shirley A. Johnson, Attorney-in-fact  
Print, stamp or type name of Attorney-in-Fact

*Shirley A. Johnson*  
Signature of Attorney-in-Fact

*Tara J. Smithwick*  
Signature of Witness

Tara J. Smithwick  
Print or type Signer's name

5417 S. Miami Blvd., Durham NC 27703  
Address of Attorney-in-Fact

Contract No.: C204139  
County: Craven, Jones

Bond No.: 106887397

Rev 5-17-11

**CONTRACT PAYMENT BOND**

**CORPORATION**

SIGNATURE OF CONTRACTOR (Principal)

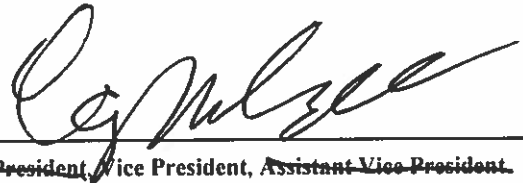
Barnhill Contracting Company

\_\_\_\_\_  
Full name of Corporation

P O Box 7948, Rocky Mount, North Carolina 27804

\_\_\_\_\_  
Address as prequalified

By \_\_\_\_\_



Signature of ~~President~~, Vice President, Assistant Vice President.  
Select appropriate title

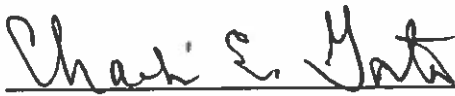
\_\_\_\_\_  
Carey M. Swann, III

Print or type Signer's name

*Affix Corporate Seal*



Attest



\_\_\_\_\_  
Signature of ~~Secretary~~, Assistant Secretary  
Select appropriate title

\_\_\_\_\_  
Charlie E. Gates

Print or type Signer's name

Contract No.: C204139  
County: Craven, Jones

Bond No.: 106887397  
Rev 5-17-11

### CONTRACT PERFORMANCE BOND

Date of Performance Bond Execution: April 2, 2018

Name of Principal Contractor: Barnhill Contracting Company

Name of Surety: Travelers Casualty and Surety Company of America

Name of Contracting Body: North Carolina Department of Transportation  
1020 Birch Ridge Drive, Raleigh NC 27610

Amount of Bond: \$25,492,230.43

Contract ID No.: C204139

County Name: Craven, Jones

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.: C204139  
County: Craven, Jones

Bond No.: 106887397

Rev 5-17-11

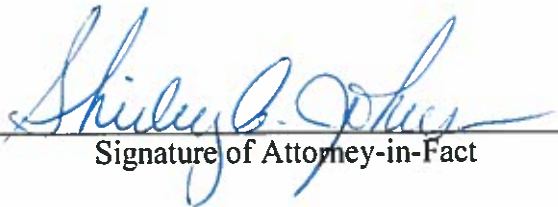
### CONTRACT PERFORMANCE BOND

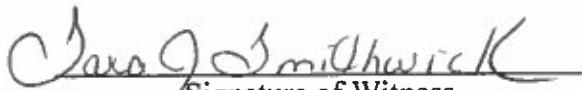


*Travelers Casualty and Surety Company*

Travelers Casualty and Surety Company of America  
Print or type Surety Company Name

By Shirley A. Johnson, Attorney-in-fact  
Print, stamp or type name of Attorney-in-Fact

  
Signature of Attorney-in-Fact

  
Signature of Witness

Tara J. Smithwick  
Print or type Signer's name

5417 S. Miami Blvd., Durham NC 27703  
Address of Attorney-in-Fact

Contract No.: C204139  
County: Craven, Jones

Bond No.: 106887397

Rev 5-17-11

**CONTRACT PERFORMANCE BOND**

**CORPORATION**

SIGNATURE OF CONTRACTOR (Principal)

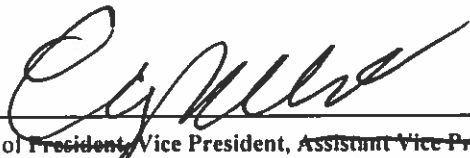
Barnhill Contracting Company

\_\_\_\_\_  
Full name of Corporation

P. O. Box 7948, Rocky Mount, North Carolina 27804

\_\_\_\_\_  
Address as prequalified

By \_\_\_\_\_

  
Signature of ~~President~~ Vice President, Assistant Vice President  
*Select appropriate title*

Carey M. Swann, III

Print or type Signer's name

*Affix Corporate Seal*



Attest



\_\_\_\_\_  
Signature of ~~Secretary~~ Assistant Secretary  
*Select appropriate title*

Charlie E. Gates

Print or type Signer's name



**Travelers Casualty and Surety Company of America**  
**Travelers Casualty and Surety Company**  
**St. Paul Fire and Marine Insurance Company**

**POWER OF ATTORNEY**

**KNOW ALL MEN BY THESE PRESENTS:** That Travelers Casualty and Surety Company of America, Travelers Casualty and Surety Company, and St. Paul Fire and Marine Insurance Company are corporations duly organized under the laws of the State of Connecticut (herein collectively called the "Companies"), and that the Companies do hereby make, constitute and appoint **Shirley A. Johnson** of Durham North Carolina their true and lawful Attorney-in-Fact to sign, execute, seal and acknowledge any and all bonds, recognizances, conditional undertakings and other writings obligatory in the nature thereof on behalf of the Companies in their business of guaranteeing the fidelity of persons, guaranteeing the performance of contracts and executing or guaranteeing bonds and undertakings required or permitted in any actions or proceedings allowed by law.

**IN WITNESS WHEREOF**, the Companies have caused this instrument to be signed, and their corporate seals to be hereto affixed, this 3rd day of February, 2017.



State of Connecticut

City of Hartford ss

By:   
 Robert L. Raney, Senior Vice President

On this the 3rd day of February, 2017, before me personally appeared **Robert L. Raney**, who acknowledged himself to be the Senior Vice President of Travelers Casualty and Surety Company of America, Travelers Casualty and Surety Company, and St. Paul Fire and Marine Insurance Company, and that he, as such, being authorized so to do, executed 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 hereunto set my hand and official seal.

My Commission expires the 30th day of June, 2021



  
 Marie C. Tetreault, Notary Public

This Power of Attorney is granted under and by the authority of the following resolutions adopted by the Boards of Directors of Travelers Casualty and Surety Company of America, Travelers Casualty and Surety Company, and St. Paul Fire and Marine Insurance Company, which resolutions are now in full force and effect, reading as follows:

**RESOLVED**, that the Chairman, the President, any Vice Chairman, any Executive Vice President, any Senior Vice President, any Vice President, any Second Vice President, the Treasurer, any Assistant Treasurer, the Corporate Secretary or any Assistant Secretary may appoint Attorneys-in-Fact and Agents to act for and on behalf of the Company and may give such appointee such authority as his or her certificate of authority may prescribe to sign with the Company's name and seal with the Company's seal bonds, recognizances, contracts of indemnity, and other writings obligatory in the nature of a bond, recognizance, or conditional undertaking, and any of said officers or the Board of Directors at any time may remove any such appointee and revoke the power given him or her, and it is

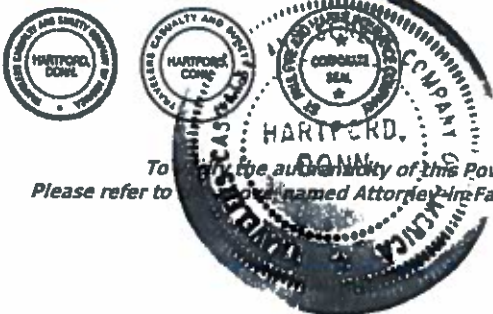
**FURTHER RESOLVED**, that the Chairman, the President, any Vice Chairman, any Executive Vice President, any Senior Vice President or any Vice President may delegate all or any part of the foregoing authority to one or more officers or employees of this Company, provided that each such delegation is in writing and a copy thereof is filed in the office of the Secretary; and it is

**FURTHER RESOLVED**, that any bond, recognizance, contract of indemnity, or writing obligatory in the nature of a bond, recognizance, or conditional undertaking shall be valid and binding upon the Company when (a) signed by the President, any Vice Chairman, any Executive Vice President, any Senior Vice President or any Vice President, any Second Vice President, the Treasurer, any Assistant Treasurer, the Corporate Secretary or any Assistant Secretary and duly attested and sealed with the Company's seal by a Secretary or Assistant Secretary; or (b) duly executed (under seal, if required) by one or more Attorneys-in-Fact and Agents pursuant to the power prescribed in his or her certificate or their certificates of authority or by one or more Company officers pursuant to a written delegation of authority; and it is

**FURTHER RESOLVED**, that the signature of each of the following officers: President, any Executive Vice President, any Senior Vice President, any Vice President, any Assistant Vice President, any Secretary, any Assistant Secretary, and the seal of the Company may be affixed by facsimile to any Power of Attorney or to any certificate relating thereto appointing Resident Vice Presidents, Resident Assistant Secretaries or Attorneys-in-Fact for purposes only of executing and attesting bonds and undertakings and other writings obligatory in the nature thereof, and any such Power of Attorney or certificate bearing such facsimile signature or facsimile seal shall be valid and binding upon the Company and any such power so executed and certified by such facsimile signature and facsimile seal shall be valid and binding on the Company in the future with respect to any bond or understanding to which it is attached.

I, **Kevin E. Hughes**, the undersigned, Assistant Secretary of Travelers Casualty and Surety Company of America, Travelers Casualty and Surety Company, and St. Paul Fire and Marine Insurance Company, do hereby certify that the above and foregoing is a true and correct copy of the Power of Attorney executed by said Companies, which remains in full force and effect.

Dated this 2nd day of April, 2018



  
 Kevin E. Hughes, Assistant Secretary

To verify the authenticity of this Power of Attorney, please call us at 1-800-421-3880.  
 Please refer to the named Attorney-in-Fact and the details of the bond to which the power is attached.