

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

C204396

CONTRACT AND  
CONTRACT BONDS  
FOR CONTRACT NO. C204396

WBS 47995.3.1 NHPIM-0087(047)

T.I.P NO. I-6046

COUNTY OF EDGECOMBE, NASH

THIS IS THE ROADWAY CONTRACT

ROUTE NUMBER US-64 LENGTH 14.020 MILES

LOCATION US-64 (FUTURE I-87) FROM SR-1603 (OLD CARRIAGE RD) TO SR-1225 (KINGSBORO RD).

CONTRACTOR BARNHILL CONTRACTING CO

ADDRESS P.O. BOX 7948

ROCKY MOUNT, NC 27804

BIDS OPENED JUNE 21, 2022

CONTRACT EXECUTION 07/21/2022

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

PROPOSAL

**INCLUDES ADDENDUM No.1 DATED 06-16-2022**

DATE AND TIME OF BID OPENING: **Jun 21, 2022 AT 02:00 PM**

CONTRACT ID C204396

WBS 47995.3.1

FEDERAL-AID NO. NHPIM-0087(047)

COUNTY EDGECOMBE, NASH

T.I.P NO. I-6046

MILES 14.020

ROUTE NO. US-64

LOCATION US-64 (FUTURE I-87) FROM SR-1603 (OLD CARRIAGE RD) TO SR-1225 (KINGSBORO RD).

TYPE OF WORK PAVEMENT REHABILITATION.

**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. C204396 IN EDGECOMBE AND NASH 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. C204396 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. C204396 in Edgecombe and Nash 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 Elton Davenport, Jr.*

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06/15/2022

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**PROJECT SPECIAL PROVISIONS****GENERAL****INTERESTED PARTIES LIST:**

(6-21-22)

102

SP1 G02

Revise the *2018 Standard Specifications* as follows:

**Page 1-12, Article 102-3 PROPOSALS AND PLAN HOLDER LISTS**, lines 45-49, delete and replace with the following:

**102-3 PROPOSALS AND INTERESTED PARTIES LIST**

On Department projects advertised the prospective bidder shall sign up on the *Interested Parties List* for which he intends to submit a bid. There is no cost for signing up on the *Interested Parties List*.

**Page 1-12, Article 102-3 PROPOSALS AND PLAN HOLDER LISTS**, lines 1-3, delete and replace the first sentence of the second paragraph with the following:

The proposal will state the location of the contemplated construction and show a schedule of contract items with the approximate quantity of each of these items for which bid prices are invited.

**Page 1-14, Article 102-8 PREPARATION AND SUBMISSION OF BIDS**, lines 30-31, delete and replace the first paragraph with the following:

Prior to submitting a bid on a project, the bidder shall sign up on the *Interested Parties List* in conformance with Article 102-3. The bidder shall submit a unit or lump sum price for every item in the proposal other than items that are authorized alternates to those items for which a bid price has been submitted.

**CONTRACT TIME AND LIQUIDATED DAMAGES:**

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

108

SP1 G10 A

The date of availability for this contract is **August 1, 2022**.

The completion date for this contract is **November 30, 2023**.

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 **Three Thousand Dollars (\$ 3,000.00)** per calendar day.

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

(2-20-07)

108

SP1 G14 A

The Contractor shall complete the required work of installing, maintaining, and removing the traffic control devices for lane closures and restoring traffic to the existing traffic pattern. The Contractor shall not close or narrow a lane of traffic on **US 64 (including any associated Ramp and/or Loop)** during the following time restrictions:

**DAY AND TIME RESTRICTIONS****From SR 1603 to US 64 Alt. (MP 472)**

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

**From US 64 Alt. (MP 472) to SR 1225 (MP 478)**

**No Time Restrictions**

In addition, the Contractor shall not close or narrow a lane of traffic on **US 64 (including any associated Ramp and/or Loop)**, detain and/or alter the traffic flow on or during holidays, holiday weekends, special events, or any other time when traffic is unusually heavy, including the following schedules:

**HOLIDAY AND HOLIDAY WEEKEND LANE CLOSURE RESTRICTIONS**

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

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

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

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

The liquidated damages are **Two Hundred Fifty Dollars (\$ 250.00)** per fifteen (15) minute time period.

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

(5-21-13)

108

SP1 G14 I

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

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

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

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

**RAILROAD GRADE CROSSING:**

(7-1-95) (Rev. 10-20-20)

107-9

SP1 G17R

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

No separate payment will be made for conforming with the requirements of this Special Provision. Please contact the Resident Engineer or the Surfaces and Encroachment manager with the Rail Division with any questions pertaining to the Right of Entry at 919-707-4132 or [mmclamb@ncdot.gov](mailto:mmclamb@ncdot.gov).

**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>
27	Asphalt Concrete Surface Course, Type S9.5D
30	Open-Graded Asphalt Friction Course, Type FC-1 Modified



**SPECIALTY ITEMS:**

(7-1-95)(Rev. 7-20-21)

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>
42-48	Guardrail
58-63, 71	Long-Life Pavement Markings
72	Permanent Pavement Markers
74-78	Erosion Control
79	Signals/ITS System

**FUEL PRICE ADJUSTMENT:**

(11-15-05) (Rev. 7-20-21)

109-8

SP1 G43

Revise the *2018 Standard Specifications* as follows:

**Page 1-87, Article 109-8, Fuel Price Adjustments**, add the following:

The base index price for DIESEL #2 FUEL is \$ **4.1485** 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	0.90 or 2.90
Asphalt Concrete Intermediate Course, Type _____	Gal/Ton	0.90 or 2.90
Asphalt Concrete Surface Course, Type _____	Gal/Ton	0.90 or 2.90
Open-Graded Asphalt Friction Course	Gal/Ton	0.90 or 2.90
Permeable Asphalt Drainage Course, Type _____	Gal/Ton	0.90 or 2.90
Sand Asphalt Surface Course, Type _____	Gal/Ton	0.90 or 2.90
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

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

<https://connect.ncdot.gov/letting/LetCentral/Fuel%20Usage%20Factor%20Adjustment%20Form.pdf>

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

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

### **STEEL PRICE ADJUSTMENT:**

(4-19-22)

SP1 G47

#### **Description and Purpose**

Steel price adjustments will be made to the payments due the Contractor for items as defined herein that are permanently incorporated into the work, when the price of raw steel mill products utilized on the contract have fluctuated. The Department will adjust monthly progress payments up or down as appropriate for cost changes in steel according to this provision.

#### **Eligible Items**

The list of eligible bid items for steel price adjustment can be found on the Departments website at the following address:

<https://connect.ncdot.gov/letting/LetCentral/Eligible%20Bid%20Items%20for%20Steel%20Price%20Adjustment.xlsx>

Nuts, bolts, anchor bolts, rebar chairs, connecting bands and other miscellaneous hardware associated with these items shall not be included in the price adjustment.

Adjustments will only be made for fluctuations in the cost of the steel used in the above products as specified in the Product Relationship Table below. The producing mill is defined as the source of steel product before any fabrication has occurred (e.g., coil, plate, rebar, hot rolled shapes, etc.). No adjustment will be made for changes in the cost of fabrication, coating, shipping, storage, etc.

No steel price adjustments will be made for any products manufactured from steel having an adjustment date, as defined by the Product Relationship Table below, prior to the letting date.

#### **Bid Submittal Requirements**

The successful bidder, within 14 calendar days after the notice of award is received by him, shall provide the completed Form SPA-1 to the Department. Form SPA-1 can be found on the Departments website at the following address:

<https://connect.ncdot.gov/letting/LetCentral/Form%20SPA-1.xlsm>

The Contractor shall provide Form SPA-1 listing the Contract Line Number, (with corresponding Item Number, Item Description, and Category) for the steel products they wish to have an adjustment calculated. Only the contract items corresponding to the list of eligible item numbers for steel price adjustment may be entered on Form SPA-1. The Contractor may choose to have steel price adjustment applied to any, all, or none of the eligible items. However, the Contractor's selection of items for steel price adjustment or non-selection (non-participation) may not be changed once Form SPA-1 has been received by the Department. Items the Bidder chooses for steel price adjustment must be designated by writing the word "Yes" in the column titled "Option" by each Pay Item chosen for adjustment. The Bidder's designations on Form SPA-1 must be written in ink or typed and signed by the Bidder to be considered complete. Items not properly designated, designated with "No", or left blank on the Bidder's Form SPA-1 will automatically be removed from consideration for adjustment. No steel items will be eligible for steel price adjustment on this Project if the Bidder fails to return Form SPA-1 in accordance with this provision.

### Establishing the Base Price

The Department will use a blend of monthly average prices as reported from the Fastmarkets platform to calculate the monthly adjustment indices (BI and MI). This data is typically available on the first day of the month for the preceding month. The indices will be calculated by the Department for the different categories found on the Product Relationship Table below. For item numbers that include multiple types of steel products, the category listed for that item number will be used for adjusting each steel component.

The bidding index for Category 1 Steel items is \$56.50 per hundredweight.

The bidding index for Category 2 Steel items is \$90.16 per hundredweight.

The bidding index for Category 3 Steel items is \$74.50 per hundredweight.

The bidding index for Category 4 Steel items is \$72.48 per hundredweight.

The bidding index for Category 5 Steel items is \$67.41 per hundredweight.

The bidding index for Category 6 Steel items is \$98.25 per hundredweight.

The bidding index for Category 7 Steel items is \$61.71 per hundredweight.

The bidding index represents a selling price of steel based on Fastmarkets data for the month of April 2022.

MI = Monthly Index. – in Dollars (\$) per hundredweight (CWT). Use the adjustment indices from the month the steel was shipped from the producing mill, received on the project, or member cast as defined in the Product Relationship Table.

BI = Bidding Index. - in Dollars (\$) per hundredweight (CWT). Use the adjustment indices as listed in the proposal.

<i>Steel Product (Title)</i>	BI, MI*	Adjustment Date for MI	Category
Reinforcing Steel, Bridge Deck, and SIP Forms	Based on one or more Fastmarkets indices	Delivery Date from Producing Mill	1
Structural Steel and Encasement Pipe	Based on one or more Fastmarkets indices	Delivery Date from Producing Mill	2

Steel H-Piles, Soldier Pile Walls	Based on one or more Fastmarkets indices	Delivery Date from Producing Mill	3
Guardrail and Pipe Piles Items	Based on one or more Fastmarkets indices	Material Received Date**	4
Fence Items	Based on one or more Fastmarkets indices	Material Received Date**	5
Overhead Sign Assembly, Signal Poles, High Mount Standards	Based on one or more Fastmarkets indices	Material Received Date**	6
Prestressed Concrete Members	Based on one or more Fastmarkets indices	Cast Date of Member	7

Submit documentation to the Engineer for all items listed in the Contract for which the Contractor is requesting a steel price adjustment.

### Submittal Requirements

The items in categories 1,2, and 3, shall be specifically stored, labeled, or tagged, recognizable by color marking, and identifiable by Project for inspection and audit verification immediately upon arrival at the fabricator.

Furnish the following documentation for all steel products to be incorporated into the work and documented on Form SPA-2, found on the Departments website at the following address:

<https://connect.ncdot.gov/projects/construction/Construction%20Forms/Form%20SPA-2.xlsx>

Submit all documentation to the Engineer prior to incorporation of the steel into the completed work. The Department will withhold progress payments for the affected contract line item if the documentation is not provided and at the discretion of the Engineer the work is allowed to proceed. Progress payments will be made upon receipt of the delinquent documentation.

#### Step 1 (Form SPA -2)

Utilizing Form SPA-2, submit separate documentation packages for each line item from Form SPA-1 for which the Contractor opted for a steel price adjustment. For line items with multiple components of steel, each component should be listed separately. Label each SPA-2 documentation package with a unique number as described below.

- a. Documentation package number: (Insert the contract line-item) - (Insert sequential package number beginning with "1").

Example: 412 - 1,  
412 - 2,  
424 - 1,  
424 - 2,  
424 - 3, etc.

- b. The steel product quantity in pounds
  - i. The following sources should be used, in declining order of precedence, to determine the weight of steel/iron, based on the Engineers decision:

1. Department established weights of steel/iron by contract pay item per pay unit;
  2. Approved Shop Drawings;
  3. Verified Shipping Documents;
  4. Contract Plans;
  5. Standard Drawing Sheets;
  6. Industry Standards (i.e., AISC Manual of Steel Construction, AWWA Standards, etc.); and
  7. Manufacture's data.
- ii. Any item requiring approved shop drawings shall have the weights of steel calculated and shown on the shop drawings or submitted and certified separately by the fabricator.
- c. The date the steel product, subject to adjustment, was shipped from the producing mill (Categories 1-3), received on the project (Categories 4-6), or casting date (Category 7).

#### Step 2 (Monthly Calculator Spreadsheet)

For each month, upon the incorporation of the steel product into the work, provide the Engineer the following:

- 1) Completed NCDOT Steel Price Adjustment Calculator Spreadsheet, summarizing all the steel submittal packages (Form SPA-2) actually incorporated into the completed work in the given month.
  - a. Contract Number
  - b. Bidding Index Reference Month
  - c. Contract Completion Date or Revised Completion Date
  - d. County, Route, and Project TIP information
  - e. Item Number
  - f. Line-Item Description
  - g. Submittal Number from Form SPA-2
  - h. Adjustment date
  - i. Pounds of Steel
- 2) An affidavit signed by the Contractor stating the documentation provided in the NCDOT Steel Price Adjustment Calculator Spreadsheet is true and accurate.

#### **Price Adjustment Conditions**

Download the Monthly Steel Adjustment Spreadsheet with the most current reference data from the Department's website each month at the following address:

<https://connect.ncdot.gov/projects/construction/Construction%20Forms/Form%20SPA-3%20NCDOT%20Steel%20Price%20Adjustment%20Calculator.xlsx>

If the monthly Fastmarkets data is not available, the data for the most recent immediately preceding month will be used as the basis for adjustment.

### Price Adjustment Calculations

The price adjustment will be determined by comparing the percentage of change in index value listed in the proposal (BI) to the monthly index value (MI). (See included sample examples). Weights and date of shipment must be documented as required herein. The final price adjustment dollar value will be determined by multiplying this percentage increase or decrease in the index by the represented quantity of steel incorporated into the work, and the established bidding index (BI) subject to the limitations herein.

#### Price increase/decrease will be computed as follows:

$$\text{SPA} = ((\text{MI} / \text{BI}) - 1) * \text{BI} * (\text{Q} / 100)$$

Where;

SPA = Steel price adjustment in dollars

MI = Monthly Shipping Index. – in Dollars (\$) per hundredweight (CWT). Use the adjustment indices from the month the steel was shipped from the producing mill, received on the project, or member cast as defined in the Product Relationship Table.

BI = Bidding Index. - in Dollars (\$) per hundredweight (CWT). Use the adjustment indices as listed in the proposal.

Q = Quantity of steel, product, pounds actually incorporated into the work as documented by the Contractor, or Design Build Team and verified by the Engineer.

Calculations for price adjustment shall be shown separate from the monthly progress estimate and will not be included in the total cost of work for determination of progress or for extension of Contract time in accordance with Subarticle 108-10(B)(1).

Any apparent attempt to unbalance bids in favor of items subject to price adjustment may result in rejection of the bid proposal.

Adjustments will be paid or charged to the Contractor only. Any Contractor receiving an adjustment under this provision shall distribute the proper proportional part of such adjustments to the subcontractor who performed the applicable work.

Delays to the work caused by steel shortages may be justification for a Contract time extension but will not constitute grounds for claims for standby equipment, extended office overhead, or other costs associated with such delays.

If an increase in the steel material price is anticipated to exceed 50% of the original quoted price, the contractor must notify the Department within 7 days prior to purchasing the material. Upon receipt of such notification, the Department will direct the Contractor to either (1) proceed with the work or (2) suspend the work and explore the use of alternate options.

If the decrease in the steel material exceeds 50% of the original quoted price, the contractor may submit to the Department additional market index information specific to the item in question to

dispute the decrease. The Department will review this information and determine if the decrease is warranted.

When the steel product adjustment date, as defined in the Product Relationship Table, is after the approved contract completion date, the steel price adjustments will be based on the lesser value of either the MI for the month of the approved contract completion date or the MI for the actual adjustment date.

If the price adjustment is based on estimated material quantities for that time, and a revision to the total material quantity is made in a subsequent or final estimate, an appropriate adjustment will be made to the price adjustment previously calculated. The adjustment will be based on the same indices used to calculate the price adjustment which is being revised. If the adjustment date of the revised material quantity cannot be determined, the adjustment for the quantity in question, will be based on the indices utilized to calculate the steel price adjustment for the last initial documentation package submission, for the steel product subject to adjustment, that was incorporated into the particular item of work, for which quantities are being finalized.

Example: Structural steel for a particular bridge was provided for in three different shipments with each having a different mill shipping date. The quantity of structural steel actually used for the bridge was calculated and a steel price adjustment was made in a progress payment. At the conclusion of the work an error was found in the plans of the final quantity of structural steel used for the bridge. The quantity to be adjusted cannot be directly related to any one of the three mill shipping dates. The steel price adjustment for the quantity in question would be calculated using the indices that were utilized to calculate the steel price adjustment for the quantity of structural steel represented by the last initial structural steel documentation package submission. The package used will be the one with the greatest sequential number.

**Extra Work/Force Account:**

When steel products, as specified herein, are added to the contract as extra work, in accordance with the provisions of Article 104-7 or 104-3, the Engineer will determine and specify in the supplemental agreement, the need for application of steel price adjustments on a case-by-case basis. No steel price adjustments will be made for any products manufactured from steel having an adjustment date prior to the supplemental agreement execution date. Price adjustments will be made as provided herein, except the Bidding Index will be based on the month in which the supplemental agreement pricing was executed.

For work performed on force account basis, reimbursement of actual material costs, along with the specified overhead and profit markup, will be considered to include full compensation for the current cost of steel and no steel price adjustments will be made.

**Examples Form SPA-2  
Steel Price Adjustment Submission Form**

Contract Number C203394 Bid Reference Month January 2019

Submittal Date 8/31/2019

Contract Line Item 237

Line Item Description APPROX....LBS Structural Steel

Sequential Submittal Number 2

Supplier	Description of material	Location information	Quantity in lbs.	Adjustment Date
XYZ mill	Structural Steel	Structure 3, Spans A-C	1,200,000	May 4, 2020
ABC distributing	Various channel & angle shapes	Structure 3 Spans A-C	35,000	July 14, 2020
		Total Pounds of Steel	1,235,000	

Note: Attach the following supporting documentation to this form.

- Bill of Lading to support the shipping dates
- Supporting information for weight documentation (e.g., Pay item reference, Shop drawings, shipping documents, Standards Sheets, industry standards, or manufacturer's data)

By providing this data under my signature, I attest to the accuracy of and validity of the data on this form and certify that no deliberate misrepresentation in any manner has occurred.

Printed Name

Signature

\_\_\_\_\_

\_\_\_\_\_



**Examples Form SPA-2**  
**Steel Price Adjustment Submission Form**

Contract Number C203394 Bid Reference Month January 2019

Submittal Date August 31, 2019

Contract Line Item 237

Line Item Description SUPPORT, OVRHD SIGN STR -DFEB – STA 36+00

Sequential Submittal  
 Number 2

Supplier	Description of material	Location information	Quantity in lbs.	Adjustment Date
XYZ mill	Tubular Steel (Vertical legs)	<u>-DFEB – STA 36+00</u>	12000	December 11, 2021
PDQ Mill	4" Tubular steel (Horizontal legs)	<u>-DFEB – STA 36+00</u>	5900	December 11, 2021
ABC distributing	Various channel & angle shapes (see quote)	<u>-DFEB – STA 36+00</u>	1300	December 11, 2021
	Catwalk assembly	<u>-DFEB – STA 36+00</u>	2000	December 11, 2021
Nucor	Flat plate	<u>-DFEB – STA 36+00</u>	650	December 11, 2021
		Total Pounds of Steel	21,850	

Note: Attach the following supporting documentation to this form.

- Bill of Lading to support the shipping dates
- Supporting information for weight documentation (e.g., Pay item reference, Shop drawings, shipping documents, Standards Sheets, industry standards, or manufacturer's data)

By providing this data under my signature, I attest to the accuracy of and validity of the data on this form and certify that no deliberate misrepresentation in any manner has occurred.

Printed Name

Signature

\_\_\_\_\_

\_\_\_\_\_

### Price Adjustment Sample Calculation (increase)

---

Project bid on September 17, 2019

Line Item 635 "Structural Steel" has a plan quantity of 2,717,000 lbs.

Bidding Index for Structural Steel (Category 2) in the proposal was \$36.12/CWT = BI

450,000 lbs. of Structural Steel for Structure 2 at Station 44+08.60 were shipped to fabricator from the producing mill in same month, May 2021.

Monthly Index for Structural Steel (Category 2) for May 2021 was \$64.89/CWT = MI

The Steel Price Adjustment formula is as follows:

$$\text{SPA} = ((\text{MI} / \text{BI}) - 1) * \text{BI} * (\text{Q} / 100)$$

Where; SPA = Steel price adjustment in dollars

BI = Bidding Index – in dollars (\$) per hundredweight (CWT). Use the adjustment indices as listed in the proposal.

MI = Mill Shipping Index – in dollars (\$) per hundredweight (CWT). Use the adjustment indices from the month the steel was shipped from the producing mill, received on the project, or member cast as defined in the Product Relationship Table.

Q = Quantity of steel product, in pounds (lbs.) actually incorporated into the work as documented by the Contractor, or Design Build Team and verified by the Engineer.

$$\text{BI} = \$36.12 / \text{CWT}$$

$$\text{MI} = \$64.89 / \text{CWT}$$

$$\% \text{ change} = ((\text{MI} / \text{BI}) - 1) = (\$64.89 / \$36.12 - 1) = (1.79651 - 1) = 0.79651162791$$

$$\text{Q} = 450,000 \text{ lbs.}$$

$$\text{SPA} = 0.79651162791 \times \$36.12 \times (450,000 / 100)$$

$$\text{SPA} = 0.79651162791 * \$36.12 * 4,500$$

$$\text{SPA} = \$129,465 \text{ pay adjustment to Contractor for Structural Steel (Structure 2 at Station 44+08.60)}$$

### Price Adjustment Sample Calculation (decrease)

---

Project bid on December 18, 2018

Line Item 635 Structural Steel has a plan quantity of 2,717,000 lbs.

Bidding Index for Structural Steel (Category 2) in the proposal was \$46.72/CWT = BI

600,000 lbs. of Structural Steel for Structure 1 at Station 22+57.68 were shipped to fabricator from the producing mill in same month, August 2020.

Monthly Index for Structural Steel (Category 2) for August 2020 was \$27.03/CWT = MI

The Steel Price Adjustment formula is as follows:

$$\text{SPA} = ((\text{MI} / \text{BI}) - 1) * \text{BI} * (\text{Q} / 100)$$

Where; SPA = Steel price adjustment in dollars

BI = Bidding Index – in dollars (\$) per hundredweight (CWT). Use the adjustment indices as listed in the proposal.

MI = Mill Shipping Index – in dollars (\$) per hundredweight (CWT). Use the adjustment indices from the month the steel was shipped from the producing mill, received on the project, or member cast as defined in the Product Relationship Table.

Q = Quantity of steel product, in pounds (lbs.) actually incorporated into the work as documented by the Contractor, or Design Build Team and verified by the Engineer.

$$\text{BI} = \$46.72 / \text{CWT}$$

$$\text{MI} = \$27.03 / \text{CWT}$$

$$\% \text{ change} = ((\text{MI} / \text{BI}) - 1) = (\$27.03 / \$46.72 - 1) = (0.57855 - 1) = -0.421446917808$$

$$\text{Q} = 600,000 \text{ lbs.}$$

$$\text{SPA} = -0.421446917808 * \$46.72 * (600,000 / 100)$$

$$\text{SPA} = -0.421446917808 * \$46.72 * 6,000$$

$$\text{SPA} = \$ 118,140.00 \text{ Credit to the Department for Structural Steel (Structure 1 at Station 22+57.68)}$$

### Price Adjustment Sample Calculation (increase)

---

Project bid on July 16, 2020

Line Item 614 Reinforced Concrete Deck Slab has a plan quantity of 241974 lbs.

Bidding Index Reference Month was May 2020. Bidding Index for Reinforced Concrete Deck Slab (Category 1) in the proposal was \$29.21/CWT = BI

51,621 lbs. of reinforcing steel and 52,311 lbs. of epoxy coated reinforcing steel for Structure 2 at Station 107+45.55 -L- was shipped to fabricator from the producing mill in same month, May 2021.

Monthly Index for Reinforced Concrete Deck Slab (Category 1) for May 2021 was \$43.13/CWT = MI

The Steel Price Adjustment formula is as follows:

$$\text{SPA} = ((\text{MI} / \text{BI}) - 1) * \text{BI} * (\text{Q} / 100)$$

Where; SPA = Steel price adjustment in dollars

BI = Bidding Index – in dollars (\$) per hundredweight (CWT). Use the adjustment indices as listed in the proposal.

MI = Mill Shipping Index – in dollars (\$) per hundredweight (CWT). Use the adjustment indices from the month the steel was shipped from the producing mill, received on the project, or member cast as defined in the Product Relationship Table.

Q = Quantity of steel product, in pounds (lbs.) actually incorporated into the work as documented by the Contractor, or Design Build Team and verified by the Engineer.

$$\text{BI} = \$29.21 / \text{CWT}$$

$$\text{MI} = \$43.13 / \text{CWT}$$

$$\% \text{ change} = ((\text{MI} / \text{BI}) - 1) = (\$43.13 / \$29.21 - 1) = (1.47655 - 1) = 0.47654912701$$

$$\text{Q} = 103932 \text{ lbs.}$$

$$\text{SPA} = 0.47654912701 * \$29.21 * (103,932 / 100)$$

$$\text{SPA} = 0.47654912701 * \$29.21 * 1,039.32$$

SPA = \$14,467.33 Pay Adjustment to Contractor for Reinforced Concrete Deck Slab (Category 1) at Station 107+45.55 -L-

**SCHEDULE OF ESTIMATED COMPLETION PROGRESS:**

(7-15-08) (Rev. 5-13-19)

108-2

SP1 G58

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

	<b><u>Fiscal Year</u></b>	<b><u>Progress (% of Dollar Value)</u></b>
2023	(7/01/22 - 6/30/23)	<b>83%</b> of Total Amount Bid
2024	(7/01/23 - 6/30/24)	<b>17%</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.

**DISADVANTAGED BUSINESS ENTERPRISE:**

(10-16-07)(Rev. 8-17-21)

102-15(J)

SP1 G61

**Description**

The purpose of this Special Provision is to carry out the U.S. Department of Transportation's policy of ensuring nondiscrimination in the award and administration of contracts financed in whole or in part with Federal funds. This provision is guided by 49 CFR Part 26.

**Definitions**

*Additional DBE Subcontractors* - Any DBE submitted at the time of bid that will not be used to meet the DBE goal. No submittal of a Letter of Intent is required.

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

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

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

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

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

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

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

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

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

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

*DBE Payment Tracking System* - On-line system in which the Contractor enters the payments made to DBE 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 DBE 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 DBE Replacement Request Form* - Form for replacing a committed DBE.  
<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 DBE subcontractor, manufacturer or regular dealer that affirms that a portion of said contract is going to be performed by the signed DBE for the estimated amount (based on quantities and unit prices) listed at the time of bid.

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

*Listing of DBE Subcontractors Form* - Form for entering DBE subcontractors on a project that will meet this DBE goal. This form is for paper bids only.

[http://connect.ncdot.gov/municipalities/Bid%20Proposals%20for%20LGA%20Content/08%20DBE%20Subcontractors%20\(Federal\).docx](http://connect.ncdot.gov/municipalities/Bid%20Proposals%20for%20LGA%20Content/08%20DBE%20Subcontractors%20(Federal).docx)

*Subcontractor Quote Comparison Sheet* - Spreadsheet for showing all subcontractor quotes in the work areas where DBEs 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>

## **DBE Goal**

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

Disadvantaged Business Enterprises **6.0** %

- (A) *If the DBE goal is more than zero*, the Contractor shall exercise all necessary and reasonable steps to ensure that DBEs participate in at least the percent of the contract as set forth above as the DBE goal.
- (B) *If the DBE goal is zero*, the Contractor shall make an effort to recruit and use DBEs during the performance of the contract. Any DBE 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 DBE certified shall be used to meet the DBE goal. The Directory can be found at the following link. [https:// www.ebs.nc.gov/VendorDirectory/default.html](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 DBE Subcontractors**

At the time of bid, bidders shall submit all DBE participation that they anticipate to use during the life of the contract. Only those identified to meet the DBE goal will be considered committed, even though the listing shall include both committed DBE subcontractors and additional DBE

subcontractors. Additional DBE subcontractor participation submitted at the time of bid will be used toward the Department's overall race-neutral goal. Only those firms with current DBE certification at the time of bid opening will be acceptable for listing in the bidder's submittal of DBE participation. The Contractor shall indicate the following required information:

(A) Electronic Bids

Bidders shall submit a listing of DBE participation in the appropriate section of the electronic submittal file.

- (1) Submit the names and addresses of DBE firms identified to participate in the contract. If the bidder uses the updated listing of DBE firms shown in the electronic submittal file, the bidder may use the dropdown menu to access the name and address of the DBE firm.
- (2) Submit the contract line numbers of work to be performed by each DBE firm. When no figures or firms are entered, the bidder will be considered to have no DBE participation.
- (3) The bidder shall be responsible for ensuring that the DBE 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 DBE's participation will not count towards achieving the DBE goal.

(B) Paper Bids

- (1) *If the DBE goal is more than zero,*
  - (a) Bidders, at the time the bid proposal is submitted, shall submit a listing of DBE participation, including the names and addresses on *Listing of DBE 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 DBE participation for the contract.
  - (b) If bidders have no DBE participation, they shall indicate this on the *Listing of DBE 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 DBE participation indicated on the appropriate form will not be read publicly during the opening of bids. The Department will not consider these bids for award and the proposal will be rejected.
  - (c) The bidder shall be responsible for ensuring that the DBE 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 DBE's participation will not count towards achieving the corresponding goal.



- (2) *If the DBE goal is zero, entries on the Listing of DBE Subcontractors are not required for the zero goal, however any DBE participation that is achieved during the project shall be reported in accordance with requirements contained elsewhere in the special provision.*

### **DBE Prime Contractor**

When a certified DBE firm bids on a contract that contains a DBE goal, the DBE firm is responsible for meeting the goal or making good faith efforts to meet the goal, just like any other bidder. In most cases, a DBE bidder on a contract will meet the DBE goal by virtue of the work it performs on the contract with its own forces. However, all the work that is performed by the DBE bidder and any other DBE subcontractors will count toward the DBE goal. The DBE bidder shall list itself along with any DBE subcontractors, if any, in order to receive credit toward the DBE goal.

For example, if the DBE goal is 45% and the DBE bidder will only perform 40% of the contract work, the prime will list itself at 40%, and the additional 5% shall be obtained through additional DBE participation with DBE subcontractors or documented through a good faith effort.

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

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

The bidder shall submit written documentation for each DBE that will be used to meet the DBE goal of the contract, indicating the bidder's commitment to use the DBE 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](mailto: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 DBE to be used toward the DBE goal, or if the form is incomplete (i.e. both signatures are not present), the DBE participation will not count toward meeting the DBE goal. If the lack of this participation drops the commitment below the DBE goal, the Contractor shall submit evidence of good faith efforts, completed in its entirety, to the State Contractor Utilization Engineer or [DBE@ncdot.gov](mailto: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.

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

If the bidder fails to meet or exceed the DBE goal, the apparent lowest responsive bidder shall submit to the Department documentation of adequate good faith efforts made to reach the DBE goal.

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

Note: Where the information submitted includes repetitious solicitation letters, it will be acceptable to submit a representative letter along with a distribution list of the firms that were solicited. Documentation of DBE 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 DBE 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 DBE participation. Adequate good faith efforts also mean that the bidder actively and aggressively sought DBE 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 goal 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 DBEs who have the capability to perform the work of the contract. The bidder must solicit this interest within at least 10 days prior to bid opening to allow the DBEs to respond to the solicitation. Solicitation shall provide the opportunity to DBEs within the Division and surrounding Divisions where the project is located. The bidder must determine with certainty if the DBEs are interested by taking appropriate steps to follow up initial solicitations.
- (B) Selecting portions of the work to be performed by DBEs in order to increase the likelihood that the DBE goals will be achieved.
  - (1) Where appropriate, break out contract work items into economically feasible units to facilitate DBE 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 DBE goal when the work to be sublet includes potential for DBE participation (2<sup>nd</sup> and 3<sup>rd</sup> tier subcontractors).

- (C) Providing interested DBEs 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 DBEs. It is the bidder's responsibility to make a portion of the work available to DBE subcontractors and suppliers and to select those portions of the work or material needs consistent with the available DBE subcontractors and suppliers, to facilitate DBE participation. Evidence of such negotiation includes the names, addresses, and telephone numbers of DBEs 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 DBEs to perform the work.
  - (2) A bidder using good business judgment would consider a number of factors in negotiating with subcontractors, including DBE 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 DBEs is not in itself sufficient reason for a bidder's failure to meet the contract DBE goal, as long as such costs are reasonable. Also, the ability or desire of a prime contractor to perform the work of a contract with its own organization does not relieve the bidder of the responsibility to make good faith efforts. Bidding contractors are not, however, required to accept higher quotes from DBEs if the price difference is excessive or unreasonable.
- (E) Not rejecting DBEs 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 DBEs in obtaining bonding, lines of credit, or insurance as required by the recipient or bidder.
- (G) Making efforts to assist interested DBEs 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 DBEs. Contact within 7 days from the bid opening the Business Opportunity and Work Force Development Unit at BOWD@ncdot.gov to give notification of the bidder's inability to get DBE quotes.
- (I) Any other evidence that the bidder submits which shows that the bidder has made reasonable good faith efforts to meet the DBE 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 DBE goal.
- (2) The bidders' past performance in meeting the DBE goals.
- (3) The performance of other bidders in meeting the DBE goal. For example, when the apparent successful bidder fails to meet the DBE goal, but others meet it, you may reasonably raise the question of whether, with additional reasonable efforts the apparent successful bidder could have met the goal. If the apparent successful bidder fails to meet the DBE goal, but meets or exceeds the average DBE 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 DBE goal can be met or that an adequate good faith effort has been made to meet the DBE goal.

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

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

### **Counting DBE Participation Toward Meeting DBE Goal**

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

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

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

Prior notification of joint check use shall be required when counting DBE 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 DBE may enter into subcontracts. Work that a DBE subcontracts to another DBE firm may be counted toward the contract goal requirement. Work that a DBE subcontracts to a non-DBE firm does not count toward the contract goal requirement. If a DBE contractor

or subcontractor subcontracts a significantly greater portion of the work of the contract than would be expected on the basis of standard industry practices, it shall be presumed that the DBE is not performing a commercially useful function. The DBE may present evidence to rebut this presumption to the Department. The Department's decision on the rebuttal of this presumption is subject to review by the Federal Highway Administration but is not administratively appealable to USDOT.

(D) Joint Venture

When a DBE 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 DBE in the joint venture, that portion of the total dollar value being a distinct clearly defined portion of work that the DBE performs with its forces.

(E) Suppliers

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

(F) Manufacturers and Regular Dealers

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

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

The Contractor may count toward its contract goal requirement only expenditures to DBEs that perform a commercially useful function in the work of a contract. A DBE performs a commercially useful function when it is responsible for execution of the work of the contract and is carrying out its responsibilities by actually performing, managing, and

supervising the work involved. To perform a commercially useful function, the DBE shall also be responsible with respect to materials and supplies used on the contract, for negotiating price, determining quality and quantity, ordering the material and installing (where applicable) and paying for the material itself. To determine whether a DBE is performing a commercially useful function, the Department will evaluate the amount of work subcontracted, industry practices, whether the amount the firm is to be paid under the contract is commensurate with the work it is actually performing and the DBE credit claimed for its performance of the work, and any other relevant factors.

(B) DBE Utilization in Trucking

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

- (1) The DBE shall be responsible for the management and supervision of the entire trucking operation for which it is responsible on a particular contract, and there shall not be a contrived arrangement for the purpose of meeting DBE goals.
- (2) The DBE shall itself own and operate at least one fully licensed, insured, and operational truck used on the contract.
- (3) The DBE receives credit for the total value of the transportation services it provides on the contract using trucks it owns, insures, and operates using drivers it employs.
- (4) The DBE may subcontract the work to another DBE firm, including an owner-operator who is certified as a DBE. The DBE who subcontracts work to another DBE receives credit for the total value of the transportation services the subcontracted DBE provides on the contract.
- (5) The DBE may also subcontract the work to a non-DBE firm, including from an owner-operator. The DBE who subcontracts the work to a non-DBE is entitled to credit for the total value of transportation services provided by the non-DBE subcontractor not to exceed the value of transportation services provided by DBE-owned trucks on the contract. Additional participation by non-DBE 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 DBE and the Contractor will not count towards the DBE contract requirement.
- (6) A DBE may lease truck(s) from an established equipment leasing business open to the general public. The lease must indicate that the DBE 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 DBE, so long as the lease gives the DBE absolute priority for use of the leased truck. This type of lease may count toward the DBE's credit as long as the driver is under the DBE's payroll.

- (7) Subcontracted/leased trucks shall display clearly on the dashboard the name of the DBE 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.

### **DBE Replacement**

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

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

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

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

The Contractor shall comply with the following for replacement of a committed DBE:

(A) Performance Related Replacement

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

If a replacement DBE is not found that can perform at least the same amount of work as the terminated DBE, 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 DBEs that their interest is solicited in contracting the work defaulted by the previous DBE or in subcontracting other items of work in the contract.
- (2) Efforts to negotiate with DBEs for specific subbids including, at a minimum:
  - (a) The names, addresses, and telephone numbers of DBEs who were contacted.
  - (b) A description of the information provided to DBEs regarding the plans and specifications for portions of the work to be performed.
- (3) A list of reasons why DBE quotes were not accepted.
- (4) Efforts made to assist the DBEs contacted, if needed, in obtaining bonding or insurance required by the Contractor.

(B) Decertification Replacement

- (1) When a committed DBE is decertified by the Department after the SAF (*Subcontract Approval Form*) has been received by the Department, the Department will not require the Contractor to solicit replacement DBE participation equal to the remaining work to be performed by the decertified firm. The participation equal to the remaining work performed by the decertified firm will count toward the contract goal requirement.
- (2) When a committed DBE is decertified prior to the Department receiving the SAF (*Subcontract Approval Form*) for the named DBE firm, the Contractor shall take all necessary and reasonable steps to replace the DBE subcontractor with another DBE subcontractor to perform at least the same amount of work to meet the DBE goal requirement. If a DBE firm is not found to do the same amount of work, a good faith effort must be submitted to NCDOT (see A herein for required documentation).



- (3) Exception: If the DBE's ineligibility is caused solely by its having exceeded the size standard during the performance of the contract, the Department will not require the Contractor to solicit replacement DBE participation equal to the remaining work to be performed by the decertified firm. The participation equal to the remaining work performed by the decertified firm will count toward the contract goal requirement and overall goal.

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

### **Changes in the Work**

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

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

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

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

### **Reports and Documentation**

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

**Reporting Disadvantaged Business Enterprise Participation**

The Contractor shall provide the Engineer with an accounting of payments made to all DBE 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 DBEs, it shall be the prime contractor's responsibility to report all monthly and final payment information in the correct reporting manner.

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

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

Contractors reporting transportation services provided by non-DBE 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 DBE 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.

**CERTIFICATION FOR FEDERAL-AID CONTRACTS:**

(3-21-90)

SP1 G85

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

- (A) No Federal appropriated funds have been paid or will be paid, by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of any Federal agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any Federal contract, the making of any Federal grant, the making of any Federal loan, the

entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any Federal contract, grant, loan, or cooperative agreement.

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

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

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

**CONTRACTOR'S LICENSE REQUIREMENTS:**

(7-1-95)

102-14

SP1 G88

If the successful bidder does not hold the proper license to perform any plumbing, heating, air conditioning, or electrical work in this contract, he will be required to sublet such work to a contractor properly licensed in accordance with *Article 2 of Chapter 87 of the General Statutes* (licensing of heating, plumbing, and air conditioning contractors) and *Article 4 of Chapter 87 of the General Statutes* (licensing of electrical contractors).

**RESTRICTIONS ON ITS EQUIPMENT AND SERVICES:**

(11-17-20)

SP01 G090

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

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

(8-20-19)

SP1 G092

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

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

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

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

**EQUIPMENT IDLING GUIDELINES:**

(1-19-21)

107

SP1 G096

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

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

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

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

**U.S. DEPARTMENT OF TRANSPORTATION HOTLINE:**

(11-22-94)

108-5

SP1 G100

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

The U.S. Department of Transportation (DOT) operates the above toll-free hotline Monday through Friday, 8:00 a.m. to 5:00 p.m. eastern time. Anyone with knowledge of possible bid

rigging, bidder collusion, or other fraudulent activities should use the hotline to report such activities.

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

**CARGO PREFERENCE ACT:**

(2-16-16)

Privately owned United States-flag commercial vessels transporting cargoes are subject to the Cargo Preference Act (CPA) of 1954 requirements and regulations found in 46 CFR 381.7. Contractors are directed to clause (b) of 46 CFR 381.7 as follows:

(b) Contractor and Subcontractor Clauses. "Use of United States-flag vessels: The contractor agrees-

" (1) To utilize privately owned United States-flag commercial vessels to ship at least 50 percent of the gross tonnage (computed separately for dry bulk carriers, dry cargo liners, and tankers) involved, whenever shipping any equipment, material, or commodities pursuant to this contract, to the extent such vessels are available at fair and reasonable rates for United States-flag commercial vessels.

(2) To furnish within 20 days following the date of loading for shipments originating within the United States or within 30 working days following the date of loading for shipments originating outside the United States a legible copy of a rated, 'on-board' commercial ocean bill-of-lading in English for each shipment of cargo described in paragraph (b) (1) of this section to both the Contracting Officer (through the prime contractor in the case of subcontractor bills-of-lading) and to the Division of National Cargo, Office of Market Development, Maritime Administration, Washington, DC 20590.

(3) To insert the substance of the provisions of this clause in all subcontracts issued pursuant to this contract."

**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.

**ELECTRONIC BIDDING:**

(2-19-19)

101, 102, 103

SP1 G140

Revise the *2018 Standard Specifications* as follows:

**Page 1-4, Article 101-3, DEFINITIONS, BID (OR PROPOSAL) *Electronic Bid*, line 1,** replace “Bid Express®” with “the approved electronic bidding provider”.

**Page 1-15, Subarticle 102-8(B), Electronic Bids, lines 39-40,** replace “to Bid Express®” with “via the approved electronic bidding provider”.

**Page 1-15, Subarticle 102-8(B)(1), Electronic Bids, line 41,** delete “from Bid Express®”

**Page 1-17, Subarticle 102-9(C)(2), Electronic Bids, line 21,** replace “Bid Express® miscellaneous folder within the .ebs” with “electronic submittal”.

**Page 1-29, Subarticle 103-4(C)(2), Electronic Bids, line 32,** replace “.ebs miscellaneous data file of Expedite” with “electronic submittal file”

**AWARD LIMITS:**

(4-19-22)

103

SP1 G141

Revise the *2018 Standard Specifications* as follows:

**Page 1-29, Subarticle 103-4(C), Award Limits**, line 4-8, delete and replace the first sentence in the first paragraph with the following:

A bidder who desires to bid on more than one project on which bids are to be opened in the same letting and who 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 form Award Limits on Multiple Projects for each project subject to the award limit.

**TWELVE MONTH GUARANTEE:**

(7-15-03)

108

SP1 G145

- (A) The Contractor shall guarantee materials and workmanship against latent and patent defects arising from faulty materials, faulty workmanship or negligence for a period of twelve months following the date of final acceptance of the work for maintenance and shall replace such defective materials and workmanship without cost to the Department. The Contractor will not be responsible for damage due to faulty design, normal wear and tear, for negligence on the part of the Department, and/or for use in excess of the design.
- (B) Where items of equipment or material carry a manufacturer's guarantee for any period in excess of twelve months, then the manufacturer's guarantee shall apply for that particular piece of equipment or material. The Department's first remedy shall be through the manufacturer although the Contractor is responsible for invoking the warranted repair work with the manufacturer. The Contractor's responsibility shall be limited to the term of the manufacturer's guarantee. NCDOT would be afforded the same warranty as provided by the Manufacturer.

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

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

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

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

(1-16-07) (Rev 12-15-20)

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 equal to or greater than 1.0 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 Certified Designer on the erosion and sediment control/stormwater component of all reclamation plans and if applicable, the certification number of the Level III Certified Designer on the design of the project erosion and sediment control/stormwater plan.

### **Preconstruction Meeting**

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

## Ethical Responsibility

Any company performing work for the 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. 4-5-19)

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 <https://connect.ncdot.gov/resources/roadside/FieldOperationsDocuments/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.

**NOTE TO CONTRACTOR:**

Contractor shall complete an investigation of existing pipes and drainage structures. The information provided in the drainage summary of quantities is not guaranteed to be an accurate representation of the issues present at each location. Contractor shall take accurate inventory/measurements of existing conditions at each drainage repair location before ordering materials. Field investigation and survey work performed by the contractor will be considered incidental to the contract pay items.

It is not anticipated that any repair or construction of masonry drainage boxes will be required. In the event that such repair or construction becomes necessary, and such work is due to factors outside of the Contractor's control, this work will be paid for in accordance with 104-7 EXTRA WORK of the *Standard Specifications*.

Pipe quantities shown at drainage structure replacement locations indicate replacing pipe, at a minimum, to the first joint in each direction.

De-tensioning, removal of guiderail and/or removal of guiderail posts shall be considered incidental to the median drainage and grading work. The Contractor shall replace all posts and re-tension the guiderail following completion of the work or as directed by the Engineer.

*Flowable Fill* is included in the contract to be used as backfill around proposed drainage structures and pipes as directed by the Engineer. *Flowable Fill* may also be used to seal around existing pipes and backfill areas where compaction may be difficult to achieve as directed by the Engineer.

Variable depth milling shall be used within approximately 300' of the approach and trailing ends of bridges on US-64 as indicated on the typical sections and summary of quantities. This is intended to provide a smoother transition from the asphalt roadway to the concrete bridge decks. The Contractor shall field investigate each bridge area to determine the appropriate milling profile to provide a smooth transition. The Contractor shall submit a plan to the Engineer for each bridge area before beginning variable depth milling operation. All field investigation and survey work performed by the Contractor will be considered incidental to the contract pay items.

**PROJECT SPECIAL PROVISIONS****ROADWAY****SHOULDER AND FILL SLOPE MATERIAL:**

(5-21-02)

235, 560

SP2 R45 B

**Description**

Perform the required shoulder and slope construction for this project in accordance with the applicable requirements of Section 560 and Section 235 of the *2018 Standard Specifications*.

**Measurement and Payment**

When the Contractor elects to obtain material from an area located beneath a proposed fill sections which does not require excavation for any reason other than to generate acceptable shoulder and fill slope material, the work of performing the excavation will be considered incidental to the item of *Borrow Excavation* or *Shoulder Borrow*. If there is no pay item for *Borrow* or *Shoulder Borrow* in the contract, this work will be considered incidental to *Unclassified Excavation*. Stockpile the excavated material in a manner to facilitate measurement by the Engineer. Fill the void created by the excavation of the shoulder and fill slope material with suitable material. Payment for material used from the stockpile will be made at the contract unit price for *Borrow Excavation* or *Shoulder Borrow*. If there is no pay item for *Borrow Excavation* or *Shoulder Borrow*, then the material will be paid for at the contract unit price for *Unclassified Excavation*. The material used to fill the void created by the excavation of the shoulder and fill slope material will be made at the contract unit price for *Unclassified Excavation*, *Borrow Excavation*, or *Shoulder Borrow*, depending on the source of the material.

Material generated from undercut excavation, unclassified excavation or clearing and grubbing operations that is placed directly on shoulders or slope areas, will not be measured separately for payment, as payment for the work requiring the excavation will be considered adequate compensation for depositing and grading the material on the shoulders or slopes.

When undercut excavation is performed at the direction of the Engineer and the material excavated is found to be suitable for use as shoulder and fill slope material, and there is no area on the project currently prepared to receive the material generated by the undercut operation, the Contractor may construct a stockpile for use as borrow at a later date. Payment for the material used from the stockpile will be made at the contract unit price for *Borrow Excavation* or *Shoulder Borrow*.

When shoulder material is obtained from borrow sources or from stockpiled material, payment for the work of shoulder construction will be made at the contract unit price per cubic yard for *Borrow Excavation* or *Shoulder Borrow* in accordance with the applicable provisions of Section 230 or Section 560 of the *2018 Standard Specifications*.



**BORROW EXCAVATION (In Place or Truck Measurement):**

(7-1-95)

230

SP2 R58

The borrow material used on this project will be measured for payment by in place measurement as provided in Article 230-5 of the *2018 Standard Specifications*, or by truck measurement as provided in Article 230-5 of the *2018 Standard Specifications*, as directed by the Engineer.

**FLOWABLE FILL:**

(9-17-02) (Rev 1-17-12)

300, 340, 1000, 1530, 1540, 1550

SP3 R30

**Description**

This work consists of all work necessary to place flowable fill in accordance with these provisions, the plans, and as directed.

**Materials**

Refer to Division 10 of the *2018 Standard Specifications*.

**Item**

Flowable Fill

**Section**

1000-6

**Construction Methods**

Discharge flowable fill material directly from the truck into the space to be filled, or by other approved methods. The mix may be placed full depth or in lifts as site conditions dictate. The Contractor shall provide a method to plug the ends of the existing pipe in order to contain the flowable fill.

**Measurement and Payment**

At locations where flowable fill is called for on the plans and a pay item for flowable fill is included in the contract, *Flowable Fill* will be measured in cubic yards and paid as the actual number of cubic yards that have been satisfactorily placed and accepted. Such price and payment will be full compensation for all work covered by this provision including, but not limited to, the mix design, furnishing, hauling, placing and containing the flowable fill.

Payment will be made under:

**Pay Item**

Flowable Fill

**Pay Unit**

Cubic Yard

**CULVERT PIPE:**

(8-20-19)(Rev. 5-17-22)

305,310

SP3 R35

Revise the *2018 Standard Specifications* as follows:

**Page 3-5, Article 305-1 DESCRIPTION**, lines 12-14, replace with the following:

Where shown in the plans, the Contractor may use reinforced concrete pipe, aluminum alloy pipe,

aluminized corrugated steel pipe, galvanized corrugated steel pipe, HDPE pipe, Polypropylene pipe or PVC pipe in accordance with the following requirements.

**Page 3-5, Article 305-2 MATERIALS**, add the following after line 16:

<b>Item</b>	<b>Section</b>
Polypropylene Pipe	1032-9
Galvanized Corrugated Steel Pipe	1032-3

**Page 3-6, Article 310-2 MATERIALS**, add the following after line 9:

<b>Item</b>	<b>Section</b>
Polypropylene Pipe	1032-9
Galvanized Corrugated Steel Pipe	1032-3

**Page 3-6, Article 310-4 SIDE DRAIN PIPE**, lines 24-25, replace the first sentence of the second paragraph with the following:

Where shown in the plans, side drain pipe may be Class II reinforced concrete pipe, aluminized corrugated steel pipe, galvanized corrugated steel pipe, corrugated aluminum alloy pipe, Polypropylene pipe, HDPE pipe or PVC pipe.

**Page 3-7, Article 310-5 PIPE END SECTIONS**, lines 2-4, replace the second sentence with the following:

Both corrugated steel and concrete pipe end sections will work on concrete pipe, corrugated steel pipe, Polypropylene pipe and HDPE smooth lined corrugated plastic pipe.

**Page 3-7, Article 310-6 MEASUREMENT AND PAYMENT**, add the following after line 14:

<b>Pay Item</b>	<b>Pay Unit</b>
__" Polypropylene Pipe	Linear Foot

**Page 10-60, add Article 1032-9:**

**(A) General**

Use polypropylene pipe from sources participating in the Department's Polypropylene Pipe QA/QC Program. A list of participating sources is available from the Materials and Tests Unit. The Department will remove a manufacturer of polypropylene pipe from this program if the monitoring efforts indicated that non-specification material is being provided or test procedures are not being followed.

Use polypropylene culvert pipe that meets AASHTO M 330 for Type S or Type D, or ASTM F2881 or ASTM F2764 Double or Triple wall; and has been evaluated by NTPEP.

**(B) End Treatments, Pipe Tees and Elbows**

End treatments, pipe tees and elbows shall meet AASHTO M 330, Section 7.7, or ASTM F2764, Section 6.6.

**(C) Marking**

Clearly mark each section of pipe, end section, tee and elbow and other accessories according to the Department's Polypropylene Pipe QC/QA Program:

- (1) AASHTO or ASTM Designation
- (2) The date of manufacture
- (3) Name or trademark of the manufacturer

When polypropylene pipe, end sections, tees and elbows have been inspected and accepted a sticker will be applied to the inside of the pipe. Do not use pipe sections, flared end sections, tees or elbows which do not have this seal of approval.

**AGGREGATE SUBGRADE:**

(5-15-18)

505

SP5 R8

Revise the *2018 Standard Specifications* as follows:

**Page 5-8, Article 505-1 DESCRIPTION, lines 4-6,** replace the paragraph with the following:

Construct aggregate subgrades in accordance with the contract. Install geotextile for soil stabilization and place Class IV subgrade stabilization at locations shown in the plans and as directed.

Undercut natural soil materials if necessary to construct aggregate subgrades. Define "subbase" as the portion of the roadbed below the Class IV subgrade stabilization. For Type 2 aggregate subgrades, undercut subbases as needed. The types of aggregate subgrade with thickness and compaction requirements for each are as shown below.

**Type 1** – A 6 to 24 inch thick aggregate subgrade with Class IV subgrade stabilization compacted to 92% of AASHTO T 180 as modified by the Department or to the highest density that can be reasonably obtained.

**Type 2** – An 8 inch thick aggregate subgrade on a proof rolled subbase with Class IV subgrade stabilization compacted to 97% of AASHTO T 180 as modified by the Department.

**Page 5-8, Article 505-3 CONSTRUCTION METHODS, line 12,** insert the following after the first sentence of the first paragraph:

For Type 2 aggregate subgrades, proof roll subbases in accordance with Section 260 before installing geotextile for soil stabilization.

**Page 5-8, Article 505-3 CONSTRUCTION METHODS, lines 16-17,** replace the last sentence of the first paragraph with the following:

Compact ABC as required for the type of aggregate subgrade constructed.

**Page 5-8, Article 505-4 MEASUREMENT AND PAYMENT, line 26**, insert the following after the last sentence of the first paragraph:

*Undercut Excavation* of natural soil materials from subbases for Type 2 aggregate subgrades will be measured and paid in accordance with Article 225-7 or 226-3. No measurement will be made for any undercut excavation of fill materials from subbases.

**INCIDENTAL STONE BASE:**

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

545

SP5 R28R

**Description**

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

**Materials and Construction**

Provide and place incidental stone base in accordance with Section 545 of the *2018 Standard Specifications*.

**Measurement and Payment**

*Incidental Stone Base* will be measured and paid in accordance with Article 545-6 of the *2018 Standard Specifications*.

**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 **\$ 715.00** per ton.

This base price index represents an average of F.O.B. selling prices of asphalt binder at supplier's terminals on **May 1, 2022**.

**FINAL SURFACE TESTING NOT REQUIRED:**

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

610

SP6 R45

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

**ASPHALT SURFACE TREATMENT AGGREGATE TYPE AND APPLICATION**

**RATES:**

(02-13-15) (Rev 01-1-18)

660

SP06 R054

MAP #	TYPE OF SEAL	LAYER	AGGREGATE TYPE	AGGREGATE TARGET RATES <sup>A</sup> (LBS/SY)	EMULSION TARGET RATES <sup>B,C,D</sup> (GAL/SY)
1 & 2	Fog	1	None	0	0.12

- A. Aggregate Target Rates have +/- 2.0 lbs/sy tolerance limit.
- B. Emulsion Target Rates have +/- 0.05 gal/sy tolerance limit.
- C. Grades of emulsion shall be CRS-2L or CRS-2P.
- D. Application temperatures shall be 160-170°F.

Contractor shall adjust aggregate and emulsion rates as necessary based on the existing surface, roadway conditions, weather conditions, and as directed by the Engineer. When the Engineer requires aggregate to be applied at rates above the tolerance limit, the additional aggregate above the limit will be paid in accordance with Article 104-7 of the *Standard Specifications*.

**MILLING ASPHALT PAVEMENT:**

(1-15-19)

607

SP6 R59

Revise the *2018 Standard Specifications* as follows:

**Page 6-5, Article 607-2, EQUIPMENT, lines 14-16**, delete the seventh sentence of this Article and replace with the following:

Use either a non-contacting laser or sonar type ski system with a minimum of three referencing stations mounted on the milling machine at a length of at least 24 feet.

**ASPHALT SURFACE TREATMENT, FOG SEAL:**

(1-29-16)

SPI 6-19

**Description**

Apply an emulsified asphalt and water mixture as an aggregate loss preventative or surface seal.

**Materials**

Use a base material from a CRS-1H, CSS-1H, CQS-1H, or an approved emulsion in accordance with the requirements of Article 1020-3 of the *2018 Standard Specifications*. Emulsion will be diluted with water at a 1:1 ratio unless otherwise directed by the Engineer.

For emulsions containing modifiers other than those allowed in Article 1020-3, submit to the Engineer for approval. These emulsions with modifiers shall meet the requirements of Article 1020-3 and manufacturer specifications.

Provide a distributor for heating and uniformly applying the emulsion in accordance with the requirements of Article 600-5 of the *2018 Standard Specifications*. Provide a hand spray hose and nozzle to cover areas inaccessible to the spray bars.

**Construction Methods**

The pavement surface must be clean and dry before applying the fog seal. Apply the mixture when the air temperature is 60°F and above. Do not apply asphalt material when the weather is foggy or rainy. The application temperature will be between 160°F and 170°F or per manufacturer's recommendations. Care is to be taken not to overlap the existing thermoplastic edgeline while spraying. The typical target application rate for diluted emulsions shall be 0.12 gal/sy +/- 0.03 gal/sy. The Engineer may request a test strip prior to construction to determine the application rate.

**Measurement and Payment**

*Asphalt Surface Treatment: Fog Seal* will be measured and paid at the contract unit price per square yard. Payment at the above price will be made for replacing any satisfactorily completed asphalt surface treatment when such replacement has been made necessary by defects in subgrade or base constructed by others.

Payment will be made under:

**Pay Item**

Asphalt Surface Treatment, Fog Seal

**Pay Unit**

Square Yard

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

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

SP6 R61BR

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

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

At all bridges that are not to be resurfaced, mill a taper into existing pavement for a length of 25 feet per inch of final surface. A temporary asphalt wedge will be required immediately after milling to ensure smooth travel if the final layer of surface course is not placed on the same day as milling.

**OPEN GRADED ASPHALT FRICTION COURSE:**

(1-15-19)

650

SP6 R63

Revise the *2018 Standard Specifications* as follows:

**Page 6-37, Article 650-5, CONSTRUCTION METHODS, lines 2-4,** delete items (A) and (B) and replace with the following:

- (A) Use Asphalt Binder Grade PG 58-28, Grade PG 64-22 tack coat material, or an approved non-tracking hot-applied (NTHA) asphalt tack coat material.
- (B) Uniformly apply the asphalt binder tack coat material at an applied rate of 0.06 to 0.08 gal/sy, or as directed. Uniformly apply the NTHA asphalt tack coat material at a rate of 0.10 to 0.14 gal/sy, or as directed.

**ASPHALT CONCRETE PLANT MIX PAVEMENTS:**

(2-20-18) (Rev.1-15-19)

610, 1012

SP6 R65

Revise the *2018 Standard Specifications* as follows:

**Page 6-14, Table 609-3, LIMITS OF PRECISION FOR TEST RESULTS,** replace with the following:

<b>Mix Property</b>	<b>Limits of Precision</b>
25.0 mm sieve (Base Mix)	± 10.0%
19.0 mm sieve (Base Mix)	± 10.0%
12.5 mm sieve (Intermediate & Type P-57)	± 6.0%
9.5 mm sieve (Surface Mix)	± 5.0%
4.75 mm sieve (Surface Mix)	± 5.0%
2.36 mm sieve (All Mixes, except S4.75A)	± 5.0%
1.18 mm sieve (S4.75A)	± 5.0%
0.075 mm sieve (All Mixes)	± 2.0%
Asphalt Binder Content	± 0.5%
Maximum Specific Gravity ( $G_{mm}$ )	± 0.020
Bulk Specific Gravity ( $G_{mb}$ )	± 0.030
TSR	± 15.0%

QA retest of prepared QC Gyrotory Compacted Volumetric Specimens	± 0.015
Retest of QC Core Sample	± 1.2% (% Compaction)
Comparison QA Core Sample	± 2.0% (% Compaction)
QA Verification Core Sample	± 2.0% (% Compaction)
Density Gauge Comparison of QC Test	± 2.0% (% Compaction)
QA Density Gauge Verification Test	± 2.0% (% Compaction)

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

Binder Grade	JMF Temperature
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	Compaction Levels		Max. Rut Depth (mm)	Volumetric Properties <sup>B</sup>			
			G <sub>mm</sub> @			VMA % Min.	VTM %	VFA Min.-Max.	%G <sub>mm</sub> @ N <sub>ini</sub>
			N <sub>ini</sub>	N <sub>des</sub>					
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 <sub>0.075</sub> / P <sub>be</sub> )		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<sub>des</sub> as modified by the Department.

C. Dust to Binder Ratio (P<sub>0.075</sub> / P<sub>be</sub>) 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, S9.5B, S9.5C, 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

- A. If the mix contains any amount of RAS, the virgin binder shall be PG 58-28.  
 B. Maximum Recycled Binder Replacement (%RBR) is 18% for mixes using PG 76-22 binder.

**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. For the final layer of surface mixes containing recycled asphalt shingles (RAS), the minimum surface and air temperature shall be 50°F.

**Page 6-21, Article 610-8, SPREADING AND FINISHING, lines 34-35**, delete the second sentence and replace with the following:

Use an MTV for all surface mix regardless of binder grade on Interstate, US Routes, and NC Routes (primary routes) that have 4 or more lanes and median divided.

**Page 6-21, Article 610-8, SPREADING AND FINISHING, lines 36-38**, delete the fourth sentence and replace with the following:

Use MTV for all ramps, loops, Y-line that have 4 or more lanes and are median divided, full width acceleration lanes, full width deceleration lanes, and full width turn lanes that are greater than 1000 feet in length.

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

Mix Type	Minimum % G <sub>mm</sub> (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 6-24, Article 610-13, FINAL SURFACE TESTING, lines 35-36**, delete the second sentence and replace with the following:

Final surface testing is not required on ramps, loops and turn lanes.

**Page 6-26, Subarticle 610-13(A)(1), Acceptance for New Construction, lines 29-30,** delete the second sentence and replace with the following:

Areas excluded from testing by the profiler may be tested using a 10-foot straightedge in accordance with Article 610-12.

**Page 6-27, Subarticle 610-13(B), Option 2- North Carolina Hearne Straightedge, lines 41-46,** delete the eighth and ninth sentence of this paragraph and replace with the following:

Take profiles over the entire length of the final surface travel lane pavement exclusive of structures, approach slabs, paved shoulders, tapers, or other irregular shaped areas of pavement, unless otherwise approved by the Engineer. Test in accordance with this provision all mainline travel lanes, full width acceleration or deceleration lanes and collector lanes.

**Page 6-28, Subarticle 610-13(B), Option 2- North Carolina Hearne Straightedge, lines 1-2,** delete these two lines.

**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:

**TABLE 1012-1  
AGGREGATE CONSENSUS PROPERTIES<sup>A</sup>**

<b>Mix Type</b>	<b>Coarse Aggregate Angularity<sup>B</sup></b>	<b>Fine Aggregate Angularity % Minimum</b>	<b>Sand Equivalent % Minimum</b>	<b>Flat and Elongated 5 : 1 Ratio % Maximum</b>
<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; 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.

**SUPPLEMENTAL SURVEYING:**

(4-20-21)

801

SP8 R03

Revise the *2018 Standard Specifications* as follows:

**Page 8-7, Article 801-3 MEASUREMENT AND PAYMENT**, lines 10-11, replace with the following:

*Supplemental Surveying Office Calculations* will be paid at the stated price of \$85.00 per hour. *Supplemental Field Surveying* will be paid at the stated price of \$145.00 per hour. The

**CONCRETE APRON:**

Construct concrete aprons for drop inlets in accordance with this provision, *Roadway Standard Drawings* 840.17, 840.18, and 840.19, and section 840 of the *Standard Specifications*, at locations indicated in the plans and as directed by the Engineer. The cost for removal and disposal of the existing drop inlet apron and any associated grading shall be considered incidental to the work and shall be included in the cost of the new apron.

**Measurement and Payment**

Concrete Apron will be measured and paid for as the actual number of Concrete Aprons satisfactorily replaced and accepted by the Engineer.

Payment will be made under:

**Pay Item**

Concrete Apron

**Pay Unit**

Each

**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 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

**PORTLAND CEMENT CONCRETE PRODUCTION AND DELIVERY:**

(9-15-20)

1000, 1014, 1024

SP10 R01

Revise the *2018 Standard Specifications* as follows:

**Page 10-6, Table 1000-1, REQUIREMENTS FOR CONCRETE**, replace with the following:

Class of Concrete	Min. Compressive Strength at 28 days	Maximum Water-Cement Ratio				Consistency Maximum Slump		Cement Content			
		Air-Entrained Concrete		Non-Air-Entrained Concrete		Vibrated	Non-Vibrated	Vibrated		Non-Vibrated	
		Rounded Aggregate	Angular Aggregate	Rounded Aggregate	Angular Aggregate			Min.	Max.	Min.	Max.
		Units	psi					inch	inch	lb/cy	lb/cy
AA	4500	0.381	0.426	---	---	3.5 <sup>A</sup>	---	639	715	---	---
AA Slip Form	4500	0.381	0.426	---	---	1.5	---	639	715	---	---
Drilled Pier	4500	---	---	0.450	0.450	---	5 - 7 dry 7 - 9	---	---	640	800

							wet				
A	3000	0.488	0.532	0.550	0.594	3.5 <sup>A</sup>	4.0	564	---	602	---
B	2500	0.488	0.567	0.559	0.630	1.5 machine placed  2.5 <sup>A</sup> hand placed	4.0	508	---	545	---
Sand Light-weight	4500	---	0.420	---	---	4.0 <sup>A</sup>	---	715	---	---	---
Latex Modified	3000 (at 7 days)	0.400	0.400	---	---	6.0	---	658	---	---	---
Flowable Fill excavatable	150 max. (at 56 days)	as needed	as needed	as needed	as needed	---	Flowable	---	---	40	100
Flowable Fill non- excavatable	125	as needed	as needed	as needed	as needed	---	Flowable	---	---	100	as needed
Pavement	4500 Design, field  650 flexural, design only	0.559	0.559	---	---	1.5 slip form  3.0 hand placed	---	526	---	---	---
Precast	See Table 1077-1	as needed	as needed	---	---	6.0	as needed	as needed	as needed	as needed	as needed
Prestressed	per contract	See Table 1078-1	See Table 1078-1	---	---	8.0	---	564	as needed	---	---

- A. The slump may be increased to 6 inches, provided the increase in slump is achieved by adding a chemical admixture conforming to Section 1024-3. In no case shall the water-cement ratio on the approved design be exceeded. Concrete exhibiting segregation and/or excessive bleeding will be rejected. Utilizing an Admixture to modify slump does not relinquish the contractor's responsibility to ensure the final product quality and overall configuration meets design specifications. Caution should be taken when placing these modified mixes on steep grades to prevent unintended changes to the set slope.

**THERMOPLASTIC PAVEMENT MARKING MATERIAL – COLOR TESTING:**

3-19-19

1087

SP10 R05

Revise the *2018 Standard Specifications* as follows:

**Pages 10-183 and 10-184, Subarticle 1087-7(D)(1)(b) Yellow**, lines 9-11, delete and replace with the following:

Obtain Color Values Y,x,y per ASTM E1349 using C/2° illuminant/observer.

Results shall be  $Y \geq 45\%$ , and x,y shall fall within PR#1 chart chromaticity limits.

**NON-CAST IRON SNOWPLOWABLE PAVEMENT MARKERS:**

10-19-21 (Rev. 11-16-21)

1086, 1250, 1253

SP10 R08

Revise the *2018 Standard Specifications* as follows:

**Pages 10-177 and 10-178, Subarticle 1086-3 SNOWPLOWABLE PAVEMENT MARKERS,** delete items (A), (B) and (C)(1) and replace with the following:

**(A) General**

Use non-cast iron snowplowable pavement markers evaluated by NTPEP. The non-cast iron snowplowable pavement marker shall consist of a housing with one or more glass or plastic face lens type reflective lenses to provide the required color designation. The marker shall be designed or installed in a manner that minimizes damage from snowplow blades. Plastic lens faces shall use an abrasion resistant coating.

**(B) Housings**

(1) Dimensions

The dimension, slope and minimum area of reflecting surface shall conform to dimensions as shown in the plans. The minimum area of each reflecting surface shall be 1.44 sq.in.

(2) Materials

Use non-cast iron snowplowable pavement markers that are on the NCDOT Approved Products List.

(3) Surface

The surface of the housing shall be free of scale, dirt, rust, oil, grease or any other contaminant which might reduce its bond to the epoxy adhesive.

(4) Identification

Mark the housing with the manufacturer's name and model number of marker.

**(C) Reflectors**

(1) General

Laminate the reflector to an elastomeric pad and attach with adhesive to the housing. The thickness of the elastomeric pad shall be 0.04".

**Pages 12-14, Subarticle 1250-3(C) Removal of Existing Pavement Markers, lines 19-29,** delete and replace with the following:

Remove the existing raised pavement markers or the snowplowable pavement markers including the housings, before overlaying an existing roadway with pavement. Repair the pavement by filling holes as directed by the Engineer.

When traffic patterns are changed in work zones due to construction or reconstruction, remove all raised pavement markers or snowplowable markers including housings that conflict with the new traffic pattern before switching traffic to the new traffic pattern. Lens removal in lieu of total housing removal is not an acceptable practice for snowplowable markers.

Properly dispose of the removed pavement markers. No direct payment will be made for removal or disposal of existing pavement markers or repair of pavement, as such work will be incidental to other items in the contract.

**Pages 12-16, Subarticle 1253-1 DESCRIPTION, lines 4-5,** delete and replace with the following:

Furnish, install and maintain non-cast iron snowplowable pavement markers in accordance with the contract.

**Pages 12-16 and 12-17, Subarticle 1253-3 CONSTRUCTION METHODS,** delete items (A), (B) and (C) and replace with the following:

**(A) General**

Bond marker housings to the pavement with epoxy adhesive. Mechanically mix and dispense epoxy adhesives as required by the manufacturer's specifications. Place the markers immediately after the adhesive has been mixed and dispensed.

If saw cutting, milling, or grooving operations are used, promptly remove all resulting debris from the pavement surface. Install the marker housings within 7 calendar days after saw cutting, milling, or grooving the pavement. Remove and dispose of loose material from the slots by brushing, blow cleaning, or vacuuming. Dry the slots before applying the epoxy adhesive. Install non-cast iron snowplowable pavement markers according to the manufacturer's recommendations.

Protect the non-cast iron snowplowable pavement markers until the epoxy has initially cured and is track free.

**(B) Reflector Replacement**

In the event that a reflector is damaged, replace the damaged reflector by using adhesives and methods recommended by the manufacturer of the markers and approved by the Engineer. This work is considered incidental if damage occurs during the initial installation of the marker housings and maintenance of initial non-cast iron snowplowable markers specified in this section. This work will be paid for under the pay item for the type of reflector replacement if the damage occurred after the initial installation of the non-cast iron snowplowable pavement marker.

Missing housings shall be replaced. Broken housings shall be removed and replaced. In both cases the slot for the housings shall be properly prepared prior to installing the new housing; patch the existing marker slots as directed by the Engineer and install the new marker approximately one foot before or after the patch. Removal of broken housings and preparation of slots will be considered incidental to the work of replacing housings.

**Pages 12-17, Subarticle 1253-4 MAINTENANCE, lines 5,** delete and replace with the following:

Maintain all installed non-cast iron snowplowable pavement markers until acceptance.

**Pages 12-17, Subarticle 1253-5 MEASUREMENT AND PAYMENT, lines 7-8,** delete and replace with the following:

*Non-Cast Iron Snowplowable Pavement Markers* will be measured and paid as the actual number of non-cast iron snowplowable pavement markers satisfactorily placed and accepted by the Engineer.

**Pages 12-17, Subarticle 1253-5 MEASUREMENT AND PAYMENT, lines 11,** delete and replace with the following:

Payment will be made under:

<b>Pay Item</b>	<b>Pay Unit</b>
Non-Cast Iron Snowplowable Pavement Marker	Each
Replace Snowplowable Pavement Marker Reflector	Each

**MATERIALS FOR PORTLAND CEMENT CONCRETE:**

(9-15-20)

1000, 1024

SP10 R24

Revise the *2018 Standard Specifications* as follows:

**Page 10-52, Article 1024-4, WATER, lines 3-6,** delete and replace with the following:

Test water from wells at all locations. Test public water supplies from all out of state locations and in the following counties: Beaufort, Bertie, Brunswick, Camden, Carteret, Chowan, Craven, Currituck, Dare, Gates, Hyde, New Hanover, Onslow, Pamlico, Pasquotank, Pender, Perquimans, Tyrell and Washington unless the Engineer waives the testing requirements.

**Page 10-52, Table 1024-2, PHYSICAL PROPERTIES OF WATER,** replace with the following:

<b>Property</b>	<b>Requirement</b>	<b>Test Method</b>
Compression Strength, minimum percent of control at 3 and 7 days	90%	ASTM C1602
Time of set, deviation from control	From 1:00 hr. earlier to 1:30 hr. later	ASTM C1602
pH	4.5 to 8.5	ASTM D1293 *
Chloride Ion Content, Max.	250 ppm	ASTM D512 *
Total Solids Content (Residue), Max.	1,000 ppm	SM 2540B *
Resistivity, Min.	0.500 kohm-cm	ASTM D1125 *

\*Denotes an alternate method is acceptable. Test method used shall be referenced in the test report.



**MATERIAL AND EQUIPMENT STORAGE & PARKING OF PERSONAL VEHICLES:**

11-17-21

1101

SP11 R03

Revise the *2018 Standard Specifications* as follows:

**Page 11-2, Article 1101-8 MATERIAL AND EQUIPMENT STORAGE, line 35-38,** delete and replace with the following:

When work is not in progress, keep all personnel, equipment, machinery, tools, construction debris, materials and supplies away from active travel lanes that meets Table 1101-1.

<b>TABLE 1101-1</b>	
<b>MATERIAL AND EQUIPMENT STORAGE FROM ACTIVE TRAVEL LANES</b>	
Posted Speed Limit (mph)	Distance (ft)
40 or less	$\geq 18$
45-50	$\geq 28$
55	$\geq 32$
60 or higher	$\geq 40$

When vehicles, equipment and materials are protected by concrete barrier or guardrail, they shall be offset at least 5 feet from the barrier or guardrail.

**Page 11-2, Article 1101-9 PARKING OF PERSONAL VEHICLES, line 40-41,** delete and replace with the following:

Provide staging areas for personal vehicle parking in accordance with section 1101-8 or as directed by the Engineer before use.

**WORK ZONE INSTALLER:**

(7-20-21)

1101, 1150

SP11 R04

Provide the service of at least one qualified work zone installer during the setup, installation, and removal of temporary traffic control within the highway right of way. The qualified work zone installer shall serve as crew leader and shall be on site and directing the installation and removal of temporary traffic control. If multiple temporary traffic control installations or removals are occurring simultaneously, then each shall have a qualified work zone installer.

The work zone installer shall be qualified by an NCDOT approved training agency in the safe and competent set up of temporary traffic control. For a complete listing of approved training agencies, see the Work Zone Safety Training webpage.

A work zone supervisor, in accordance with Article 1101-13 of the *Standard Specifications*, may fulfill the role of the work zone installer during the setup, installation, and removal of temporary traffic control within the highway right of way provided they are on site and directing the installation and removal of temporary traffic control.

All other individuals participating in the setup, installation, and removal of temporary traffic control within the highway right of way shall be certified as a qualified flagger in accordance with Article 1150-3 of the *Standard Specifications*, even if flagging is not being performed as part of

the traffic control.

Provide the name and contact information of all qualified work zone installers to the Engineer prior to or at the preconstruction conference. Additionally, provide a qualification statement that all other individuals participating in the setup, installation, and removal of temporary traffic control are qualified flaggers that have been properly trained through an NCDOT approved training agency.

**LAW ENFORCEMENT:**

(6-21-22)

1190

SP11 R30

Revise the *2018 Standard Specifications* as follows:

**Page 11-19, Article 1190-1 DESCRIPTION, lines 4-5,** replace the paragraph with the following:

Furnish Law Enforcement Officers and official Law Enforcement vehicles to direct traffic in accordance with the contract.

**Page 11-19, Article 1190-2 CONSTRUCTION METHODS, lines 7-9,** replace the first paragraph with the following:

Use off duty uniformed Law Enforcement Officers and official Law Enforcement vehicles equipped with blue lights to direct or control traffic as required by the plans or by the Engineer.

**Page 11-19, Article 1190-3 MEASUREMENT AND PAYMENT, lines 14-15,** replace the second sentence of the first paragraph with the following:

There will be no direct payment for official Law Enforcement vehicles as they are considered incidental to the pay item.

**EXTRUDED THERMOPLASTIC PAVEMENT MARKING THICKNESS:**

3-19-19 (Rev. 6-21-22)

1205

SP12 R05

Revise the *2018 Standard Specifications* as follows:

**Page 12-6, Subarticle 1205-4(A)(1) General, lines 5-8,** delete the second sentence and replace with the following:

Use application equipment that provides multiple width settings ranging from 4 inches to 12 inches and multiple thickness settings to achieve the required thickness above the surface of the pavement as shown in Table 1205-3.

**Page 12-7, Table 1205-3, THICKNESS REQUIREMENTS FOR THERMOPLASTIC,** replace with the following:

<b>TABLE 1205-3 MINIMUM THICKNESS REQUIREMENTS FOR THERMOPLASTIC</b>	
<b>Thickness</b>	<b>Location</b>
240 mils	In-lane and shoulder-transverse pavement markings (rumble strips). May be placed in 2 passes.
90 mils	Center lines, skip lines, transverse bands, mini-skip lines, characters, bike lane symbols, crosswalk lines, edge lines, gore lines, diagonals, and arrow symbols

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

(11-16-10) (Rev. 1-21-20)

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 7 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 7 days or within 24 hours of a rainfall event of greater than 1.0 inch. 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 7 days or within 24 hours of a rainfall event of greater than 1.0 inch. 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.

**CLEARING AND GRUBBING FOR WIDENING:****Description**

Perform clearing and grubbing in accordance with all applicable requirements of Section 200 of the *Standard Specifications*, this special provision and as directed by the Engineer.

**Construction Methods**

Clearing and grubbing for this project shall be in accordance with the applicable requirements of Section 200 of the *Standard Specifications*. Approximate clearing and grubbing limits are shown on the typical sections. Any additional clearing and grubbing required beyond the limits shown will be measured and paid as *Supplementary Clearing and Grubbing*.

**Measurement and Payment**

*Clearing and Grubbing for Widening* will be measured and paid as the actual number of acres satisfactorily cleared and grubbed within the limits shown on the typical sections.

Payment will be made under:

**Pay Item**

Clearing and Grubbing for Widening

**Pay Unit**

Acre

**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**

(10-16-18) (Rev.1-18-22)

Z-4

Revise the *2018 Standard Specifications* as follows:

**Division 6**

**Page 6-7, Article 609-1 DESCRIPTION, line 29,** replace article number “609-10” with “609-9”.

**Division 7**

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

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

**Division 10**

**Page 10-78, Article 1056-4 GEOTEXTILES, TABLE 1056-1, Permittivity, Type 2,** replace “Table 6<sup>D</sup>” with “Table 7<sup>D</sup>” and **Permittivity, Type 3<sup>B</sup>,** replace “Table 7<sup>D</sup>” with “Table 8<sup>D</sup>”.

**Page 10-121, Article 1076-7, REPAIR OF GALVANIZING, line 8,** replace article number “1080-9” with “1080-7”.

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

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

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

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

**Division 17**

**Page 17-15, Article 1715-4 MEASUREMENT AND PAYMENT, lines 42-44,** replace the second sentence with the following:

An example is an installation of a single 1.25 inch HDPE conduit would be paid as:

Directional Drill (1)(1.25”) Linear Foot

**Page 17-15, Subarticle 1715-3(E) Bore and Jack, line 5,** replace article number “1540-4” with “1550-4”.

**Page 17-15, Subarticle 1715-3(E) Bore and Jack, lines 10 & 11,** replace "*NCDOT Policies and Procedures for Accommodating Utilities on Highway Rights of Way*" with "*NCDOT Utilities Accommodations Manual*".

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

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

Z-04a

**Within Quarantined Area**

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

**Originating in a Quarantined County**

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

**Contact**

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

**Regulated Articles Include**

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

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

(6-28-77)(Rev 6/19/2018)

Z-6

Revise the *2018 Standard Specifications* as follows:

Replace Article 103-4(B) with the following:

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

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

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

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

(a) **Compliance with Regulations**

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

(b) **Nondiscrimination**

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

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

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

(d) **Information and Reports**

The contractor shall provide all information and reports required by the Acts, the Regulations, and directives issued pursuant thereto and shall permit access to its books, records, accounts, other sources of information, and its facilities as may be determined by the Recipient or the FHWA to be pertinent to ascertain compliance with such Acts,

Regulations, and instructions. Where any information required of a contractor is in the exclusive possession of another who fails or refuses to furnish the information, the contractor shall so certify to the Recipient or the FHWA, as appropriate, and shall set forth what efforts it has made to obtain the information.

(e) Sanctions for Noncompliance:

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

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

(f) Incorporation of Provisions

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

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

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

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

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

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

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

4. Physically incorporate the FHWA-1273, in its entirety, into all subcontracts and subsequent lower tier subcontracts on Federal-aid highway construction contracts only.
  5. Provide language assistance services (i.e., written translation and oral interpretation), free of charge, to LEP employees and applicants. Contact NCDOT OCR for further assistance, if needed.
  6. For assistance with these Title VI requirements, contact the NCDOT Title VI Nondiscrimination Program at 1-800-522-0453.
- (b) Subrecipients (e.g. cities, counties, LGAs, planning organizations) may be required to prepare and submit a Title VI Plan to NCDOT, including Title VI Assurances and/or agreements. Subrecipients must also ensure compliance by their contractors and subrecipients with Title VI. (23 CFR 200.9(b)(7))
- (c) If reviewed or investigated by NCDOT, the contractor or subrecipient agrees to take affirmative action to correct any deficiencies found within a reasonable time period, not to exceed 90 calendar days, unless additional time is granted by NCDOT. (23 CFR 200.9(b)(15))
- (d) The Contractor is responsible for notifying subcontractors of NCDOT’s External Discrimination Complaints Process.
1. Applicability
 

Title VI and related laws protect participants and beneficiaries (e.g., members of the public and contractors) from discrimination by NCDOT employees, subrecipients and contractors, regardless of funding source.
  2. Eligibility
 

Any person—or class of persons—who believes he/she has been subjected to discrimination based on race, color, national origin, Limited English Proficiency (LEP), sex, age, or disability (and religion in the context of employment, aviation, or transit) may file a written complaint. The law also prohibits intimidation or retaliation of any sort.
  3. Time Limits and Filing Options
 

Complaints may be filed by the affected individual(s) or a representative and must be filed no later than 180 calendar days after the following:

    - (i) The date of the alleged act of discrimination; or
    - (ii) The date when the person(s) became aware of the alleged discrimination; or
    - (iii) Where there has been a continuing course of conduct, the date on which that conduct was discontinued or the latest instance of the conduct.

Title VI and related discrimination complaints may be submitted to the following entities:

    - North Carolina Department of Transportation, Office of Civil Rights, Title VI Program, 1511 Mail Service Center, Raleigh, NC 27699-1511; toll free 1-800-522-0453
    - Federal Highway Administration, North Carolina Division Office, 310 New Bern Avenue, Suite 410, Raleigh, NC 27601, 919-747-7010

- US Department of Transportation, Departmental Office of Civil Rights, External Civil Rights Programs Division, 1200 New Jersey Avenue, SE, Washington, DC 20590; 202-366-4070

4. Format for Complaints

Complaints must be in writing and signed by the complainant(s) or a representative, and include the complainant's name, address, and telephone number. Complaints received by fax or e-mail will be acknowledged and processed. Allegations received by telephone will be reduced to writing and provided to the complainant for confirmation or revision before processing. Complaints will be accepted in other languages, including Braille.

5. Discrimination Complaint Form

Contact NCDOT Civil Rights to receive a full copy of the Discrimination Complaint Form and procedures.

6. Complaint Basis

Allegations must be based on issues involving race, color, national origin (LEP), sex, age, disability, or religion (in the context of employment, aviation or transit). "Basis" refers to the complainant's membership in a protected group category.

**TABLE 103-1  
COMPLAINT BASIS**

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

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

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

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



disproportionately high and adverse human health or environmental effects on minority and low-income populations;

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

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

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

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

(HABENDUM CLAUSE)

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

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

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

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

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

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

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

(c) Clauses for Construction/Use/Access to Real Property Acquired Under the Activity, Facility or Program (1050.2A, Appendix D)

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

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

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

**STANDARD SPECIAL PROVISION****MINORITY AND FEMALE EMPLOYMENT REQUIREMENTS**

Z-7

**NOTICE OF REQUIREMENTS FOR AFFIRMATIVE ACTION TO ENSURE EQUAL EMPLOYMENT OPPORTUNITY (*EXECUTIVE NUMBER 11246*)**

1. The goals and timetables for minority and female participation, expressed in percentage terms for the Contractor's aggregate workforce in each trade on all construction work in the covered area, see as shown on the attached sheet entitled "Employment Goals for Minority and Female participation".

These goals are applicable to all the Contractor's construction work (whether or not it is Federal or federally assisted) performed in the covered area. If the Contractor performs construction work in a geographical area located outside of the covered area, it shall apply the goals established for such geographical area where the work is actually performed. With regard to this second area, the Contractor also is subject to the goals for both its federally involved and nonfederally involved construction.

The Contractor's compliance with the Executive Order and the regulations in *41 CFR Part 60-4* shall be based on its implementation of the Equal Opportunity Clause, specific affirmative action obligations required by the specifications set forth in *41 CFR 60-4.3(a)*, and its effort to meet the goals. The hours of minority and female employment and training must be substantially uniform throughout the length of the contract, and in each trade and the Contractor shall make a good faith effort to employ minorities and women evenly on each of its projects. The transfer of minority or female employees or trainees from Contractor to Contractor or from project to project for the sole purpose of meeting the Contractor's goals shall be a violation of the contract, the executive Order and the regulations in *41 CFR Part 60-4*. Compliance with the goals will be measured against the total work hours performed.

2. As used in this Notice and in the contract resulting from this solicitation, the "covered area" is the county or counties shown on the cover sheet of the proposal form and contract.

**EMPLOYMENT GOALS FOR MINORITY  
AND FEMALE PARTICIPATION**

Economic Areas

**Area 023 29.7%**

Bertie County  
Camden County  
Chowan County  
Gates County  
Hertford County  
Pasquotank County  
Perquimans County

**Area 024 31.7%**

Beaufort County  
Carteret County  
Craven County  
Dare County  
Edgecombe County  
Green County  
Halifax County  
Hyde County  
Jones County  
Lenoir County  
Martin County  
Nash County  
Northampton County  
Pamlico County  
Pitt County  
Tyrrell County  
Washington County  
Wayne County  
Wilson County

**Area 025 23.5%**

Columbus County  
Duplin County  
Onslow County  
Pender County

**Area 026 33.5%**

Bladen County  
Hoke County  
Richmond County  
Robeson County  
Sampson County  
Scotland County

**Area 027 24.7%**

Chatham County  
Franklin County  
Granville County  
Harnett County  
Johnston County  
Lee County  
Person County  
Vance County  
Warren County

**Area 028 15.5%**

Alleghany County  
Ashe County  
Caswell County  
Davie County  
Montgomery County  
Moore County  
Rockingham County  
Surry County  
Watauga County  
Wilkes County

**Area 029 15.7%**

Alexander County  
Anson County  
Burke County  
Cabarrus County  
Caldwell County  
Catawba County  
Cleveland County  
Iredell County  
Lincoln County  
Polk County  
Rowan County  
Rutherford County  
Stanly County

**Area 0480 8.5%**

Buncombe County  
Madison County

**Area 030 6.3%**

Avery County  
Cherokee County  
Clay County  
Graham County  
Haywood County  
Henderson County  
Jackson County  
McDowell County  
Macon County  
Mitchell County  
Swain County  
Transylvania County  
Yancey County

# SSP-18

## SMSA Areas

Area 5720 26.6%

Currituck County

Area 9200 20.7%

Brunswick County

New Hanover County

Area 2560 24.2%

Cumberland County

Area 6640 22.8%

Durham County

Orange County

Wake County

Area 1300 16.2%

Alamance County

Area 3120 16.4%

Davidson County

Forsyth County

Guilford County

Randolph County

Stokes County

Yadkin County

Area 1520 18.3%

Gaston County

Mecklenburg County

Union County

## Goals for Female

### Participation in Each Trade

(Statewide) 6.9%

**STANDARD SPECIAL PROVISION****REQUIRED CONTRACT PROVISIONS FEDERAL - AID CONSTRUCTION CONTRACTS**

FHWA - 1273 Electronic Version - May 1, 2012

Z-8

- I. General
- II. Nondiscrimination
- III. Nonsegregated Facilities
- IV. Davis-Bacon and Related Act Provisions
- V. Contract Work Hours and Safety Standards Act Provisions
- VI. Subletting or Assigning the Contract
- VII. Safety: Accident Prevention
- VIII. False Statements Concerning Highway Projects
- IX. Implementation of Clean Air Act and Federal Water Pollution Control Act
- X. Compliance with Governmentwide Suspension and Debarment Requirements
- XI. Certification Regarding Use of Contract Funds for Lobbying

**ATTACHMENTS**

- A. Employment and Materials Preference for Appalachian Development Highway System or Appalachian Local Access Road Contracts (included in Appalachian contracts only)

**I. GENERAL**

1. Form FHWA-1273 must be physically incorporated in each construction contract funded under Title 23 (excluding emergency contracts solely intended for debris removal). The contractor (or subcontractor) must insert this form in each subcontract and further require its inclusion in all lower tier subcontracts (excluding purchase orders, rental agreements and other agreements for supplies or services).  
The applicable requirements of Form FHWA-1273 are incorporated by reference for work done under any purchase order, rental agreement or agreement for other services. The prime contractor shall be responsible for compliance by any subcontractor, lower-tier subcontractor or service provider.  
Form FHWA-1273 must be included in all Federal-aid design-build contracts, in all subcontracts and in lower tier subcontracts (excluding subcontracts for design services, purchase orders, rental agreements and other agreements for supplies or services). The design-builder shall be responsible for compliance by any subcontractor, lower-tier subcontractor or service provider.  
Contracting agencies may reference Form FHWA-1273 in bid proposal or request for proposal documents, however, the Form FHWA-1273 must be physically incorporated (not referenced) in all contracts, subcontracts and lower-tier subcontracts (excluding purchase orders, rental agreements and other agreements for supplies or services related to a construction contract).
2. Subject to the applicability criteria noted in the following sections, these contract provisions shall apply to all work performed on the contract by the contractor's own organization and with the assistance of workers under the contractor's immediate superintendence and to all work performed on the contract by piecework, station work, or by subcontract.
3. A breach of any of the stipulations contained in these Required Contract Provisions may be sufficient grounds for withholding of progress payments, withholding of final payment, termination of the contract, suspension / debarment or any other action determined to be appropriate by the contracting agency and FHWA.
4. Selection of Labor: During the performance of this contract, the contractor shall not use convict labor for any purpose within the limits of a construction project on a Federal-aid highway unless it is labor performed by convicts who are on parole, supervised release, or probation. The term Federal-aid highway does not include roadways functionally classified as local roads or rural minor collectors.

**II. NONDISCRIMINATION**

The provisions of this section related to 23 CFR Part 230 are applicable to all Federal-aid construction contracts and to all related construction subcontracts of \$10,000 or more. The provisions of 23 CFR Part 230 are not applicable to material supply, engineering, or architectural service contracts.

In addition, the contractor and all subcontractors must comply with the following policies: Executive Order 11246, 41 CFR 60, 29 CFR 1625-1627, Title 23 USC Section 140, the Rehabilitation Act of 1973, as amended (29 USC 794), Title VI of the Civil Rights Act of 1964, as amended, and related regulations including 49 CFR Parts 21, 26 and 27; and 23 CFR Parts 200, 230, and 633.

The contractor and all subcontractors must comply with: the requirements of the Equal Opportunity Clause in 41 CFR 60-1.4(b) and, for all construction contracts exceeding \$10,000, the Standard Federal Equal Employment Opportunity Construction Contract Specifications in 41 CFR 60-4.3.

Note: The U.S. Department of Labor has exclusive authority to determine compliance with Executive Order 11246 and the policies of the Secretary of Labor including 41 CFR 60, and 29 CFR 1625-1627. The contracting agency and the FHWA have the authority and the responsibility to ensure compliance with Title 23 USC Section 140, the Rehabilitation Act of 1973, as amended (29 USC 794), and Title VI of the Civil Rights Act of 1964, as amended, and related regulations including 49 CFR Parts 21, 26 and 27; and 23 CFR Parts 200, 230, and 633.

The following provision is adopted from 23 CFR 230, Appendix A, with appropriate revisions to conform to the U.S. Department of Labor (US DOL) and FHWA requirements.

1. **Equal Employment Opportunity:** Equal employment opportunity (EEO) requirements not to discriminate and to take affirmative action to assure equal opportunity as set forth under laws, executive orders, rules, regulations (28 CFR 35, 29 CFR 1630, 29 CFR 1625-1627, 41 CFR 60 and 49 CFR 27) and orders of the Secretary of Labor as modified by the provisions prescribed herein, and imposed pursuant to 23 U.S.C. 140 shall constitute the EEO and specific affirmative action standards for the contractor's project activities under this contract. The provisions of the Americans with Disabilities Act of 1990 (42 U.S.C. 12101 et seq.) set forth under 28 CFR 35 and 29 CFR 1630 are incorporated by reference in this contract. In the execution of this contract, the contractor agrees to comply with the following minimum specific requirement activities of EEO:
  - a. The contractor will work with the contracting agency and the Federal Government to ensure that it has made every good faith effort to provide equal opportunity with respect to all of its terms and conditions of employment and in their review of activities under the contract.
  - b. The contractor will accept as its operating policy the following statement:

- "It is the policy of this Company to assure that applicants are employed, and that employees are treated during employment, without regard to their race, religion, sex, color, national origin, age or disability. Such action shall include: employment, upgrading, demotion, or transfer; recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship, pre-apprenticeship, and/or on-the-job training."
2. **EEO Officer:** The contractor will designate and make known to the contracting officers an EEO Officer who will have the responsibility for and must be capable of effectively administering and promoting an active EEO program and who must be assigned adequate authority and responsibility to do so.
  3. **Dissemination of Policy:** All members of the contractor's staff who are authorized to hire, supervise, promote, and discharge employees, or who recommend such action, or who are substantially involved in such action, will be made fully cognizant of, and will implement, the contractor's EEO policy and contractual responsibilities to provide EEO in each grade and classification of employment. To ensure that the above agreement will be met, the following actions will be taken as a minimum:
    - a. Periodic meetings of supervisory and personnel office employees will be conducted before the start of work and then not less often than once every six months, at which time the contractor's EEO policy and its implementation will be reviewed and explained. The meetings will be conducted by the EEO Officer.
    - b. All new supervisory or personnel office employees will be given a thorough indoctrination by the EEO Officer, covering all major aspects of the contractor's EEO obligations within thirty days following their reporting for duty with the contractor.
    - c. All personnel who are engaged in direct recruitment for the project will be instructed by the EEO Officer in the contractor's procedures for locating and hiring minorities and women.
    - d. Notices and posters setting forth the contractor's EEO policy will be placed in areas readily accessible to employees, applicants for employment and potential employees.
    - e. The contractor's EEO policy and the procedures to implement such policy will be brought to the attention of employees by means of meetings, employee handbooks, or other appropriate means.
  4. **Recruitment:** When advertising for employees, the contractor will include in all advertisements for employees the notation: "An Equal Opportunity Employer." All such advertisements will be placed in publications having a large circulation among minorities and women in the area from which the project work force would normally be derived.
    - a. The contractor will, unless precluded by a valid bargaining agreement, conduct systematic and direct recruitment through public and private employee referral sources likely to yield qualified minorities and women. To meet this requirement, the contractor will identify sources of potential minority group employees, and establish with such identified sources procedures whereby minority and women applicants may be referred to the contractor for employment consideration.
    - b. In the event the contractor has a valid bargaining agreement providing for exclusive hiring hall referrals, the contractor is expected to observe the provisions of that agreement to the extent that the system meets the contractor's compliance with EEO contract provisions. Where implementation of such an agreement has the effect of discriminating against minorities or women, or obligates the contractor to do the same, such implementation violates Federal nondiscrimination provisions.
    - c. The contractor will encourage its present employees to refer minorities and women as applicants for employment. Information and procedures with regard to referring such applicants will be discussed with employees.
  5. **Personnel Actions:** Wages, working conditions, and employee benefits shall be established and administered, and personnel actions of every type, including hiring, upgrading, promotion, transfer, demotion, layoff, and termination, shall be taken without regard to race, color, religion, sex, national origin, age or disability. The following procedures shall be followed:
    - a. The contractor will conduct periodic inspections of project sites to insure that working conditions and employee facilities do not indicate discriminatory treatment of project site personnel.
    - b. The contractor will periodically evaluate the spread of wages paid within each classification to determine any evidence of discriminatory wage practices.
    - c. The contractor will periodically review selected personnel actions in depth to determine whether there is evidence of discrimination. Where evidence is found, the contractor will promptly take corrective action. If the review indicates that the discrimination may extend beyond the actions reviewed, such corrective action shall include all affected persons.
    - d. The contractor will promptly investigate all complaints of alleged discrimination made to the contractor in connection with its obligations under this contract, will attempt to resolve such complaints, and will take appropriate corrective action within a reasonable time. If the investigation indicates that the discrimination may affect persons other than the complainant, such corrective action shall include such other persons. Upon completion of each investigation, the contractor will inform every complainant of all of their avenues of appeal.
  6. **Training and Promotion:**
    - a. The contractor will assist in locating, qualifying, and increasing the skills of minorities and women who are applicants for employment or current employees. Such efforts should be aimed at developing full journey level status employees in the type of trade or job classification involved.
    - b. Consistent with the contractor's work force requirements and as permissible under Federal and State regulations, the contractor shall make full use of training programs, i.e., apprenticeship, and on-the-job training programs for the geographical area of contract performance. In the event a special provision for training is provided under this contract, this subparagraph will be superseded as indicated in the special provision. The contracting agency may reserve training positions for persons who receive welfare assistance in accordance with 23 U.S.C. 140(a).
    - c. The contractor will advise employees and applicants for employment of available training programs and entrance requirements for each.
    - d. The contractor will periodically review the training and promotion potential of employees who are minorities and women and will encourage eligible employees to apply for such training and promotion.
  7. **Unions:** If the contractor relies in whole or in part upon unions as a source of employees, the contractor will use good faith efforts to obtain the cooperation of such unions to increase opportunities for minorities and women. Actions by the contractor, either directly or through a contractor's association acting as agent, will include the procedures set forth below:
    - a. The contractor will use good faith efforts to develop, in cooperation with the unions, joint training programs aimed toward qualifying more minorities and women for membership in the unions and increasing the skills of minorities and women so that they may qualify for higher paying employment.
    - b. The contractor will use good faith efforts to incorporate an EEO clause into each union agreement to the end that such union will be contractually bound to refer applicants without regard to their race, color, religion, sex, national origin, age or disability.
    - c. The contractor is to obtain information as to the referral practices and policies of the labor union except that to the extent such information is within the exclusive possession of the labor union and such labor union refuses to furnish such information to the contractor, the contractor shall so certify to the contracting agency and shall set forth what efforts have been made to obtain such information.



- d. In the event the union is unable to provide the contractor with a reasonable flow of referrals within the time limit set forth in the collective bargaining agreement, the contractor will, through independent recruitment efforts, fill the employment vacancies without regard to race, color, religion, sex, national origin, age or disability; making full efforts to obtain qualified and/or qualifiable minorities and women. The failure of a union to provide sufficient referrals (even though it is obligated to provide exclusive referrals under the terms of a collective bargaining agreement) does not relieve the contractor from the requirements of this paragraph. In the event the union referral practice prevents the contractor from meeting the obligations pursuant to Executive Order 11246, as amended, and these special provisions, such contractor shall immediately notify the contracting agency.
8. **Reasonable Accommodation for Applicants / Employees with Disabilities:** The contractor must be familiar with the requirements for and comply with the Americans with Disabilities Act and all rules and regulations established there under. Employers must provide reasonable accommodation in all employment activities unless to do so would cause an undue hardship.
9. **Selection of Subcontractors, Procurement of Materials and Leasing of Equipment:** The contractor shall not discriminate on the grounds of race, color, religion, sex, national origin, age or disability in the selection and retention of subcontractors, including procurement of materials and leases of equipment. The contractor shall take all necessary and reasonable steps to ensure nondiscrimination in the administration of this contract.
- a. The contractor shall notify all potential subcontractors and suppliers and lessors of their EEO obligations under this contract.
- b. The contractor will use good faith efforts to ensure subcontractor compliance with their EEO obligations.
10. **Assurance Required by 49 CFR 26.13(b):**
- a. The requirements of 49 CFR Part 26 and the State DOT's U.S. DOT-approved DBE program are incorporated by reference.
- b. The contractor or subcontractor shall not discriminate on the basis of race, color, national origin, or sex in the performance of this contract. The contractor shall carry out applicable requirements of 49 CFR Part 26 in the award and administration of DOT-assisted contracts. Failure by the contractor to carry out these requirements is a material breach of this contract, which may result in the termination of this contract or such other remedy as the contracting agency deems appropriate.
11. **Records and Reports:** The contractor shall keep such records as necessary to document compliance with the EEO requirements. Such records shall be retained for a period of three years following the date of the final payment to the contractor for all contract work and shall be available at reasonable times and places for inspection by authorized representatives of the contracting agency and the FHWA.
- a. The records kept by the contractor shall document the following:
- (1) The number and work hours of minority and non-minority group members and women employed in each work classification on the project;
- (2) The progress and efforts being made in cooperation with unions, when applicable, to increase employment opportunities for minorities and women; and
- (3) The progress and efforts being made in locating, hiring, training, qualifying, and upgrading minorities and women;
- b. The contractors and subcontractors will submit an annual report to the contracting agency each July for the duration of the project, indicating the number of minority, women, and non-minority group employees currently engaged in each work classification required by the contract work. This information is to be reported on Form FHWA-1391. The staffing data should represent the project work force on board in all or any part of the last payroll period preceding the end of July. If on-the-job training is being required by special provision, the contractor will be required to collect and report training data. The employment data should reflect the work force on board during all or any part of the last payroll period preceding the end of July.

### III. NONSEGREGATED FACILITIES

This provision is applicable to all Federal-aid construction contracts and to all related construction subcontracts of \$10,000 or more.

The contractor must ensure that facilities provided for employees are provided in such a manner that segregation on the basis of race, color, religion, sex, or national origin cannot result. The contractor may neither require such segregated use by written or oral policies nor tolerate such use by employee custom. The contractor's obligation extends further to ensure that its employees are not assigned to perform their services at any location, under the contractor's control, where the facilities are segregated. The term "facilities" includes waiting rooms, work areas, restaurants and other eating areas, time clocks, restrooms, washrooms, locker rooms, and other storage or dressing areas, parking lots, drinking fountains, recreation or entertainment areas, transportation, and housing provided for employees. The contractor shall provide separate or single-user restrooms and necessary dressing or sleeping areas to assure privacy between sexes.

### IV. DAVIS-BACON AND RELATED ACT PROVISIONS

This section is applicable to all Federal-aid construction projects exceeding \$2,000 and to all related subcontracts and lower-tier subcontracts (regardless of subcontract size). The requirements apply to all projects located within the right-of-way of a roadway that is functionally classified as Federal-aid highway. This excludes roadways functionally classified as local roads or rural minor collectors, which are exempt. Contracting agencies may elect to apply these requirements to other projects.

The following provisions are from the U.S. Department of Labor regulations in 29 CFR 5.5 "Contract provisions and related matters" with minor revisions to conform to the FHWA-1273 format and FHWA program requirements.

#### 1. Minimum wages

- a. All laborers and mechanics employed or working upon the site of the work, will be paid unconditionally and not less often than once a week, and without subsequent deduction or rebate on any account (except such payroll deductions as are permitted by regulations issued by the Secretary of Labor under the Copeland Act (29 CFR part 3)), the full amount of wages and bona fide fringe benefits (or cash equivalents thereof) due at time of payment computed at rates not less than those contained in the wage determination of the Secretary of Labor which is attached hereto and made a part hereof, regardless of any contractual relationship which may be alleged to exist between the contractor and such laborers and mechanics.

Contributions made or costs reasonably anticipated for bona fide fringe benefits under section 1(b)(2) of the Davis-Bacon Act on behalf of laborers or mechanics are considered wages paid to such laborers or mechanics, subject to the provisions of paragraph 1.d. of this section; also, regular contributions made or costs incurred for more than a weekly period (but not less often than quarterly) under plans, funds, or programs which cover the particular weekly period, are deemed to be constructively made or incurred during such weekly period. Such laborers and mechanics shall be paid the appropriate wage rate and fringe benefits on the wage determination for the classification of work actually performed, without regard to skill, except as provided in 29 CFR 5.5(a)(4). Laborers or mechanics performing work in more than one classification may be compensated at the rate specified for each classification for the time actually worked therein: Provided, That the employer's payroll records accurately set forth the time spent in each classification in which work is performed. The wage determination (including any additional classification and wage rates conformed under paragraph 1.b. of this section) and the Davis-Bacon poster (WH-1321) shall be posted at all times by the contractor and its subcontractors at the site of the work in a prominent and accessible place where it can be easily seen by the workers.

- b. (1) The contracting officer shall require that any class of laborers or mechanics, including helpers, which is not listed in the wage determination and which is to be employed under the contract shall be classified in conformance with the wage determination. The contracting officer shall approve an additional classification and wage rate and fringe benefits therefore only when the following criteria have been met:
  - (i) The work to be performed by the classification requested is not performed by a classification in the wage determination; and
  - (ii) The classification is utilized in the area by the construction industry; and
  - (iii) The proposed wage rate, including any bona fide fringe benefits, bears a reasonable relationship to the wage rates contained in the wage determination.
- (2) If the contractor and the laborers and mechanics to be employed in the classification (if known), or their representatives, and the contracting officer agree on the classification and wage rate (including the amount designated for fringe benefits where appropriate), a report of the action taken shall be sent by the contracting officer to the Administrator of the Wage and Hour Division, Employment Standards Administration, U.S. Department of Labor, Washington, DC 20210. The Administrator, or an authorized representative, will approve, modify, or disapprove every additional classification action within 30 days of receipt and so advise the contracting officer or will notify the contracting officer within the 30-day period that additional time is necessary.
- (3) In the event the contractor, the laborers or mechanics to be employed in the classification or their representatives, and the contracting officer do not agree on the proposed classification and wage rate (including the amount designated for fringe benefits, where appropriate), the contracting officer shall refer the questions, including the views of all interested parties and the recommendation of the contracting officer, to the Wage and Hour Administrator for determination. The Wage and Hour Administrator, or an authorized representative, will issue a determination within 30 days of receipt and so advise the contracting officer or will notify the contracting officer within the 30-day period that additional time is necessary.
- (4) The wage rate (including fringe benefits where appropriate) determined pursuant to paragraphs 1.b.(2) or 1.b.(3) of this section, shall be paid to all workers performing work in the classification under this contract from the first day on which work is performed in the classification.
- c. Whenever the minimum wage rate prescribed in the contract for a class of laborers or mechanics includes a fringe benefit which is not expressed as an hourly rate, the contractor shall either pay the benefit as stated in the wage determination or shall pay another bona fide fringe benefit or an hourly cash equivalent thereof.
- d. If the contractor does not make payments to a trustee or other third person, the contractor may consider as part of the wages of any laborer or mechanic the amount of any costs reasonably anticipated in providing bona fide fringe benefits under a plan or program. Provided, That the Secretary of Labor has found, upon the written request of the contractor, that the applicable standards of the Davis-Bacon Act have been met. The Secretary of Labor may require the contractor to set aside in a separate account assets for the meeting of obligations under the plan or program.
2. **Withholding.** The contracting agency shall upon its own action or upon written request of an authorized representative of the Department of Labor, withhold or cause to be withheld from the contractor under this contract, or any other Federal contract with the same prime contractor, or any other federally-assisted contract subject to Davis-Bacon prevailing wage requirements, which is held by the same prime contractor, so much of the accrued payments or advances as may be considered necessary to pay laborers and mechanics, including apprentices, trainees, and helpers, employed by the contractor or any subcontractor the full amount of wages required by the contract. In the event of failure to pay any laborer or mechanic, including any apprentice, trainee, or helper, employed or working on the site of the work, all or part of the wages required by the contract, the contracting agency may, after written notice to the contractor, take such action as may be necessary to cause the suspension of any further payment, advance, or guarantee of funds until such violations have ceased.
3. **Payrolls and basic records**
  - a. Payrolls and basic records relating thereto shall be maintained by the contractor during the course of the work and preserved for a period of three years thereafter for all laborers and mechanics working at the site of the work. Such records shall contain the name, address, and social security number of each such worker, his or her correct classification, hourly rates of wages paid (including rates of contributions or costs anticipated for bona fide fringe benefits or cash equivalents thereof of the types described in section 1(b)(2)(B) of the Davis-Bacon Act), daily and weekly number of hours worked, deductions made and actual wages paid. Whenever the Secretary of Labor has found under 29 CFR 5.5(a)(1)(iv) that the wages of any laborer or mechanic include the amount of any costs reasonably anticipated in providing benefits under a plan or program described in section 1(b)(2)(B) of the Davis-Bacon Act, the contractor shall maintain records which show that the commitment to provide such benefits is enforceable, that the plan or program is financially responsible, and that the plan or program has been communicated in writing to the laborers or mechanics affected, and records which show the costs anticipated or the actual cost incurred in providing such benefits. Contractors employing apprentices or trainees under approved programs shall maintain written evidence of the registration of apprenticeship programs and certification of trainee programs, the registration of the apprentices and trainees, and the ratios and wage rates prescribed in the applicable programs.
  - b. (1) The contractor shall submit weekly for each week in which any contract work is performed a copy of all payrolls to the contracting agency. The payrolls submitted shall set out accurately and completely all of the information required to be maintained under 29 CFR 5.5(a)(3)(i), except that full social security numbers and home addresses shall not be included on weekly transmittals. Instead the payrolls shall only need to include an individually identifying number for each employee ( e.g. , the last four digits of the employee's social security number). The required weekly payroll information may be submitted in any form desired. Optional Form WH-347 is available for this purpose from the Wage and Hour Division Web site at <http://www.dol.gov/esa/whd/forms/wh347instr.htm> or its successor site. The prime contractor is responsible for the submission of copies of payrolls by all subcontractors. Contractors and subcontractors shall maintain the full social security number and current address of each covered worker, and shall provide them upon request to the contracting agency for transmission to the State DOT, the FHWA or the Wage and Hour Division of the Department of Labor for purposes of an investigation or audit of compliance with prevailing wage requirements. It is not a violation of this section for a prime contractor to require a subcontractor to provide addresses and social security numbers to the prime contractor for its own records, without weekly submission to the contracting agency.
  - (2) Each payroll submitted shall be accompanied by a "Statement of Compliance," signed by the contractor or subcontractor or his or her agent who pays or supervises the payment of the persons employed under the contract and shall certify the following:
    - (i) That the payroll for the payroll period contains the information required to be provided under §5.5 (a)(3)(ii) of Regulations, 29 CFR part 5, the appropriate information is being maintained under §5.5 (a)(3)(i) of Regulations, 29 CFR part 5, and that such information is correct and complete;
    - (ii) That each laborer or mechanic (including each helper, apprentice, and trainee) employed on the contract during the payroll period has been paid the full weekly wages earned, without rebate, either directly or indirectly, and that no deductions have been made either directly or indirectly from the full wages earned, other than permissible deductions as set forth in Regulations, 29 CFR part 3;
    - (iii) That each laborer or mechanic has been paid not less than the applicable wage rates and fringe benefits or cash equivalents for the classification of work performed, as specified in the applicable wage determination incorporated into the contract.

- (3) The weekly submission of a properly executed certification set forth on the reverse side of Optional Form WH-347 shall satisfy the requirement for submission of the "Statement of Compliance" required by paragraph 3.b.(2) of this section.
- (4) The falsification of any of the above certifications may subject the contractor or subcontractor to civil or criminal prosecution under section 1001 of title 18 and section 231 of title 31 of the United States Code.
- c. The contractor or subcontractor shall make the records required under paragraph 3.a. of this section available for inspection, copying, or transcription by authorized representatives of the contracting agency, the State DOT, the FHWA, or the Department of Labor, and shall permit such representatives to interview employees during working hours on the job. If the contractor or subcontractor fails to submit the required records or to make them available, the FHWA may, after written notice to the contractor, the contracting agency or the State DOT, take such action as may be necessary to cause the suspension of any further payment, advance, or guarantee of funds. Furthermore, failure to submit the required records upon request or to make such records available may be grounds for debarment action pursuant to 29 CFR 5.12.
4. **Apprentices and trainees**
- a. Apprentices (programs of the USDOL). Apprentices will be permitted to work at less than the predetermined rate for the work they performed when they are employed pursuant to and individually registered in a bona fide apprenticeship program registered with the U.S. Department of Labor, Employment and Training Administration, Office of Apprenticeship Training, Employer and Labor Services, or with a State Apprenticeship Agency recognized by the Office, or if a person is employed in his or her first 90 days of probationary employment as an apprentice in such an apprenticeship program, who is not individually registered in the program, but who has been certified by the Office of Apprenticeship Training, Employer and Labor Services or a State Apprenticeship Agency (where appropriate) to be eligible for probationary employment as an apprentice.
- The allowable ratio of apprentices to journeymen on the job site in any craft classification shall not be greater than the ratio permitted to the contractor as to the entire work force under the registered program. Any worker listed on a payroll at an apprentice wage rate, who is not registered or otherwise employed as stated above, shall be paid not less than the applicable wage rate on the wage determination for the classification of work actually performed. In addition, any apprentice performing work on the job site in excess of the ratio permitted under the registered program shall be paid not less than the applicable wage rate on the wage determination for the work actually performed. Where a contractor is performing construction on a project in a locality other than that in which its program is registered, the ratios and wage rates (expressed in percentages of the journeyman's hourly rate) specified in the contractor's or subcontractor's registered program shall be observed.
- Every apprentice must be paid at not less than the rate specified in the registered program for the apprentice's level of progress, expressed as a percentage of the journeymen hourly rate specified in the applicable wage determination. Apprentices shall be paid fringe benefits in accordance with the provisions of the apprenticeship program. If the apprenticeship program does not specify fringe benefits, apprentices must be paid the full amount of fringe benefits listed on the wage determination for the applicable classification. If the Administrator determines that a different practice prevails for the applicable apprentice classification, fringes shall be paid in accordance with that determination.
- In the event the Office of Apprenticeship Training, Employer and Labor Services, or a State Apprenticeship Agency recognized by the Office, withdraws approval of an apprenticeship program, the contractor will no longer be permitted to utilize apprentices at less than the applicable predetermined rate for the work performed until an acceptable program is approved.
- b. Trainees (programs of the USDOL). Except as provided in 29 CFR 5.16, trainees will not be permitted to work at less than the predetermined rate for the work performed unless they are employed pursuant to and individually registered in a program which has received prior approval, evidenced by formal certification by the U.S. Department of Labor, Employment and Training Administration.
- The ratio of trainees to journeymen on the job site shall not be greater than permitted under the plan approved by the Employment and Training Administration.
- Every trainee must be paid at not less than the rate specified in the approved program for the trainee's level of progress, expressed as a percentage of the journeyman hourly rate specified in the applicable wage determination. Trainees shall be paid fringe benefits in accordance with the provisions of the trainee program. If the trainee program does not mention fringe benefits, trainees shall be paid the full amount of fringe benefits listed on the wage determination unless the Administrator of the Wage and Hour Division determines that there is an apprenticeship program associated with the corresponding journeyman wage rate on the wage determination which provides for less than full fringe benefits for apprentices. Any employee listed on the payroll at a trainee rate who is not registered and participating in a training plan approved by the Employment and Training Administration shall be paid not less than the applicable wage rate on the wage determination for the classification of work actually performed. In addition, any trainee performing work on the job site in excess of the ratio permitted under the registered program shall be paid not less than the applicable wage rate on the wage determination for the work actually performed.
- In the event the Employment and Training Administration withdraws approval of a training program, the contractor will no longer be permitted to utilize trainees at less than the applicable predetermined rate for the work performed until an acceptable program is approved.
- c. Equal employment opportunity. The utilization of apprentices, trainees and journeymen under this part shall be in conformity with the equal employment opportunity requirements of Executive Order 11246, as amended, and 29 CFR part 30.
- d. Apprentices and Trainees (programs of the U.S. DOT). Apprentices and trainees working under apprenticeship and skill training programs which have been certified by the Secretary of Transportation as promoting EEO in connection with Federal-aid highway construction programs are not subject to the requirements of paragraph 4 of this Section IV. The straight time hourly wage rates for apprentices and trainees under such programs will be established by the particular programs. The ratio of apprentices and trainees to journeymen shall not be greater than permitted by the terms of the particular program.
5. **Compliance with Copeland Act requirements.** The contractor shall comply with the requirements of 29 CFR part 3, which are incorporated by reference in this contract.
6. **Subcontracts.** The contractor or subcontractor shall insert Form FHWA-1273 in any subcontracts and also require the subcontractors to include Form FHWA-1273 in any lower tier subcontracts. The prime contractor shall be responsible for the compliance by any subcontractor or lower tier subcontractor with all the contract clauses in 29 CFR 5.5.
7. **Contract termination:** debarment. A breach of the contract clauses in 29 CFR 5.5 may be grounds for termination of the contract, and for debarment as a contractor and a subcontractor as provided in 29 CFR 5.12.
8. **Compliance with Davis-Bacon and Related Act requirements.** All rulings and interpretations of the Davis-Bacon and Related Acts contained in 29 CFR parts 1, 3, and 5 are herein incorporated by reference in this contract.
9. **Disputes concerning labor standards.** Disputes arising out of the labor standards provisions of this contract shall not be subject to the general disputes clause of this contract. Such disputes shall be resolved in accordance with the procedures of the Department of Labor set forth in 29 CFR parts 5, 6, and 7. Disputes within the meaning of this clause include disputes between the contractor (or any of its subcontractors) and the contracting agency, the U.S. Department of Labor, or the employees or their representatives.
10. **Certification of eligibility.**
- a. By entering into this contract, the contractor certifies that neither it (nor he or she) nor any person or firm who has an interest in the contractor's firm is a person or firm ineligible to be awarded Government contracts by virtue of section 3(a) of the Davis-Bacon Act or 29 CFR 5.12(a)(1).

- b. No part of this contract shall be subcontracted to any person or firm ineligible for award of a Government contract by virtue of section 3(a) of the Davis-Bacon Act or 29 CFR 5.12(a)(1).
- c. The penalty for making false statements is prescribed in the U.S. Criminal Code, 18 U.S.C. 1001.

#### V. CONTRACT WORK HOURS AND SAFETY STANDARDS ACT

The following clauses apply to any Federal-aid construction contract in an amount in excess of \$100,000 and subject to the overtime provisions of the Contract Work Hours and Safety Standards Act. These clauses shall be inserted in addition to the clauses required by 29 CFR 5.5(a) or 29 CFR 4.6. As used in this paragraph, the terms laborers and mechanics include watchmen and guards.

1. **Overtime requirements.** No contractor or subcontractor contracting for any part of the contract work which may require or involve the employment of laborers or mechanics shall require or permit any such laborer or mechanic in any workweek in which he or she is employed on such work to work in excess of forty hours in such workweek unless such laborer or mechanic receives compensation at a rate not less than one and one-half times the basic rate of pay for all hours worked in excess of forty hours in such workweek.
2. **Violation; liability for unpaid wages; liquidated damages.** In the event of any violation of the clause set forth in paragraph (1.) of this section, the contractor and any subcontractor responsible therefor shall be liable for the unpaid wages. In addition, such contractor and subcontractor shall be liable to the United States (in the case of work done under contract for the District of Columbia or a territory, to such District or to such territory), for liquidated damages. Such liquidated damages shall be computed with respect to each individual laborer or mechanic, including watchmen and guards, employed in violation of the clause set forth in paragraph (1.) of this section, in the sum of \$10 for each calendar day on which such individual was required or permitted to work in excess of the standard workweek of forty hours without payment of the overtime wages required by the clause set forth in paragraph (1.) of this section.
3. **Withholding for unpaid wages and liquidated damages.** The FHWA or the contacting agency shall upon its own action or upon written request of an authorized representative of the Department of Labor withhold or cause to be withheld, from any moneys payable on account of work performed by the contractor or subcontractor under any such contract or any other Federal contract with the same prime contractor, or any other federally-assisted contract subject to the Contract Work Hours and Safety Standards Act, which is held by the same prime contractor, such sums as may be determined to be necessary to satisfy any liabilities of such contractor or subcontractor for unpaid wages and liquidated damages as provided in the clause set forth in paragraph (2.) of this section.
4. **Subcontracts.** The contractor or subcontractor shall insert in any subcontracts the clauses set forth in paragraph (1.) through (4.) of this section and also a clause requiring the subcontractors to include these clauses in any lower tier subcontracts. The prime contractor shall be responsible for compliance by any subcontractor or lower tier subcontractor with the clauses set forth in paragraphs (1.) through (4.) of this section.

#### VI. SUBLETTING OR ASSIGNING THE CONTRACT

This provision is applicable to all Federal-aid construction contracts on the National Highway System.

1. The contractor shall perform with its own organization contract work amounting to not less than 30 percent (or a greater percentage if specified elsewhere in the contract) of the total original contract price, excluding any specialty items designated by the contracting agency. Specialty items may be performed by subcontract and the amount of any such specialty items performed may be deducted from the total original contract price before computing the amount of work required to be performed by the contractor's own organization (23 CFR 635.116).
  - a. The term "perform work with its own organization" refers to workers employed or leased by the prime contractor, and equipment owned or rented by the prime contractor, with or without operators. Such term does not include employees or equipment of a subcontractor or lower tier subcontractor, agents of the prime contractor, or any other assignees. The term may include payments for the costs of hiring leased employees

from an employee leasing firm meeting all relevant Federal and State regulatory requirements. Leased employees may only be included in this term if the prime contractor meets all of the following conditions:

- (1) the prime contractor maintains control over the supervision of the day-to-day activities of the leased employees;
  - (2) the prime contractor remains responsible for the quality of the work of the leased employees;
  - (3) the prime contractor retains all power to accept or exclude individual employees from work on the project; and
  - (4) the prime contractor remains ultimately responsible for the payment of predetermined minimum wages, the submission of payrolls, statements of compliance and all other Federal regulatory requirements.
- b. "Specialty Items" shall be construed to be limited to work that requires highly specialized knowledge, abilities, or equipment not ordinarily available in the type of contracting organizations qualified and expected to bid or propose on the contract as a whole and in general are to be limited to minor components of the overall contract.
2. The contract amount upon which the requirements set forth in paragraph (1) of Section VI is computed includes the cost of material and manufactured products which are to be purchased or produced by the contractor under the contract provisions.
  3. The contractor shall furnish (a) a competent superintendent or supervisor who is employed by the firm, has full authority to direct performance of the work in accordance with the contract requirements, and is in charge of all construction operations (regardless of who performs the work) and (b) such other of its own organizational resources (supervision, management, and engineering services) as the contracting officer determines is necessary to assure the performance of the contract.
  4. No portion of the contract shall be sublet, assigned or otherwise disposed of except with the written consent of the contracting officer, or authorized representative, and such consent when given shall not be construed to relieve the contractor of any responsibility for the fulfillment of the contract. Written consent will be given only after the contracting agency has assured that each subcontract is evidenced in writing and that it contains all pertinent provisions and requirements of the prime contract.
  5. The 30% self-performance requirement of paragraph (1) is not applicable to design-build contracts; however, contracting agencies may establish their own self-performance requirements.

#### **VII. SAFETY: ACCIDENT PREVENTION**

This provision is applicable to all Federal-aid construction contracts and to all related subcontracts.

1. In the performance of this contract the contractor shall comply with all applicable Federal, State, and local laws governing safety, health, and sanitation (23 CFR 635). The contractor shall provide all safeguards, safety devices and protective equipment and take any other needed actions as it determines, or as the contracting officer may determine, to be reasonably necessary to protect the life and health of employees on the job and the safety of the public and to protect property in connection with the performance of the work covered by the contract.
2. It is a condition of this contract, and shall be made a condition of each subcontract, which the contractor enters into pursuant to this contract, that the contractor and any subcontractor shall not permit any employee, in performance of the contract, to work in surroundings or under conditions which are unsanitary, hazardous or dangerous to his/her health or safety, as determined under construction safety and health standards (29 CFR 1926) promulgated by the Secretary of Labor, in accordance with Section 107 of the Contract Work Hours and Safety Standards Act (40 U.S.C. 3704).
3. Pursuant to 29 CFR 1926.3, it is a condition of this contract that the Secretary of Labor or authorized representative thereof, shall have right of entry to any site of contract performance to inspect or investigate the matter of compliance with the construction safety and health standards and to carry out the duties of the Secretary under Section 107 of the Contract Work Hours and Safety Standards Act (40 U.S.C.3704).

#### **VIII. FALSE STATEMENTS CONCERNING HIGHWAY PROJECTS**

This provision is applicable to all Federal-aid construction contracts and to all related subcontracts.

In order to assure high quality and durable construction in conformity with approved plans and specifications and a high degree of reliability on statements and representations made by engineers, contractors, suppliers, and workers on Federal-aid highway projects, it is essential that all persons concerned with the project perform their functions as carefully, thoroughly, and honestly as possible. Willful falsification, distortion, or misrepresentation with respect to any facts related to the project is a violation of Federal law. To prevent any misunderstanding regarding the seriousness of these and similar acts, Form FHWA-1022 shall be posted on each Federal-aid highway project (23 CFR 635) in one or more places where it is readily available to all persons concerned with the project:

18 U.S.C. 1020 reads as follows:

"Whoever, being an officer, agent, or employee of the United States, or of any State or Territory, or whoever, whether a person, association, firm, or corporation, knowingly makes any false statement, false representation, or false report as to the character, quality, quantity, or cost of the material used or to be used, or the quantity or quality of the work performed or to be performed, or the cost thereof in connection with the submission of plans, maps, specifications, contracts, or costs of construction on any highway or related project submitted for approval to the Secretary of Transportation; or

Whoever knowingly makes any false statement, false representation, false report or false claim with respect to the character, quality, quantity, or cost of any work performed or to be performed, or materials furnished or to be furnished, in connection with the construction of any highway or related project approved by the Secretary of Transportation; or

Whoever knowingly makes any false statement or false representation as to material fact in any statement, certificate, or report submitted pursuant to provisions of the Federal-aid Roads Act approved July 1, 1916, (39 Stat. 355), as amended and supplemented;

Shall be fined under this title or imprisoned not more than 5 years or both."

#### **IX. IMPLEMENTATION OF CLEAN AIR ACT AND FEDERAL WATER POLLUTION CONTROL ACT**

This provision is applicable to all Federal-aid construction contracts and to all related subcontracts.

By submission of this bid/proposal or the execution of this contract, or subcontract, as appropriate, the bidder, proposer, Federal-aid construction contractor, or subcontractor, as appropriate, will be deemed to have stipulated as follows:

1. That any person who is or will be utilized in the performance of this contract is not prohibited from receiving an award due to a violation of Section 508 of the Clean Water Act or Section 306 of the Clean Air Act.
2. That the contractor agrees to include or cause to be included the requirements of paragraph (1) of this Section X in every subcontract, and further agrees to take such action as the contracting agency may direct as a means of enforcing such requirements.

#### **X. CERTIFICATION REGARDING DEBARMENT, SUSPENSION, INELIGIBILITY AND VOLUNTARY EXCLUSION**

This provision is applicable to all Federal-aid construction contracts, design-build contracts, subcontracts, lower-tier subcontracts, purchase orders, lease agreements, consultant contracts or any other covered transaction requiring FHWA approval or that is estimated to cost \$25,000 or more – as defined in 2 CFR Parts 180 and 1200.

**1. Instructions for Certification – First Tier Participants:**

- a. By signing and submitting this proposal, the prospective first tier participant is providing the certification set out below.
- b. The inability of a person to provide the certification set out below will not necessarily result in denial of participation in this covered transaction. The prospective first tier participant shall submit an explanation of why it cannot provide the certification set out below. The certification or explanation will be considered in connection with the department or agency's determination whether to enter into this transaction. However, failure of the prospective first tier participant to furnish a certification or an explanation shall disqualify such a person from participation in this transaction.
- c. The certification in this clause is a material representation of fact upon which reliance was placed when the contracting agency determined to enter into this transaction. If it is later determined that the prospective participant knowingly rendered an erroneous certification, in addition to other remedies available to the Federal Government, the contracting agency may terminate this transaction for cause of default.
- d. The prospective first tier participant shall provide immediate written notice to the contracting agency to whom this proposal is submitted if any time the prospective first tier participant learns that its certification was erroneous when submitted or has become erroneous by reason of changed circumstances.
- e. The terms "covered transaction," "debarred," "suspended," "ineligible," "participant," "person," "principal," and "voluntarily excluded," as used in this clause, are defined in 2 CFR Parts 180 and 1200. "First Tier Covered Transactions" refers to any covered transaction between a grantee or subgrantee of Federal funds and a participant (such as the prime or general contract). "Lower Tier Covered Transactions" refers to any covered transaction under a First Tier Covered Transaction (such as subcontracts). "First Tier Participant" refers to the participant who has entered into a covered transaction with a grantee or subgrantee of Federal funds (such as the prime or general contractor). "Lower Tier Participant" refers any participant who has entered into a covered transaction with a First Tier Participant or other Lower Tier Participants (such as subcontractors and suppliers).
- f. The prospective first tier participant agrees by submitting this proposal that, should the proposed covered transaction be entered into, it shall not knowingly enter into any lower tier covered transaction with a person who is debarred, suspended, declared ineligible, or voluntarily excluded from participation in this covered transaction, unless authorized by the department or agency entering into this transaction.
- g. The prospective first tier participant further agrees by submitting this proposal that it will include the clause titled "Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion-Lower Tier Covered Transactions," provided by the department or contracting agency, entering into this covered transaction, without modification, in all lower tier covered transactions and in all solicitations for lower tier covered transactions exceeding the \$25,000 threshold.
- h. A participant in a covered transaction may rely upon a certification of a prospective participant in a lower tier covered transaction that is not debarred, suspended, ineligible, or voluntarily excluded from the covered transaction, unless it knows that the certification is erroneous. A participant is responsible for ensuring that its principals are not suspended, debarred, or otherwise ineligible to participate in covered transactions. To verify the eligibility of its principals, as well as the eligibility of any lower tier prospective participants, each participant may, but is not required to, check the Excluded Parties List System website (<https://www.epls.gov/>), which is compiled by the General Services Administration.
- i. Nothing contained in the foregoing shall be construed to require the establishment of a system of records in order to render in good faith the certification required by this clause. The knowledge and information of the prospective participant is not required to exceed that which is normally possessed by a prudent person in the ordinary course of business dealings.
- j. Except for transactions authorized under paragraph (f) of these instructions, if a participant in a covered transaction 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 to the Federal Government, the department or agency may terminate this transaction for cause or default.

\* \* \* \* \*

**2. Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion – First Tier Participants:**

- a. The prospective first tier participant certifies to the best of its knowledge and belief, that it and its principals:
  - (1) Are not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participating in covered transactions by any Federal department or agency;
  - (2) 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;
  - (3) 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 (a)(2) of this certification; and
  - (4) Have not within a three-year period preceding this application/proposal had one or more public transactions (Federal, State or local) terminated for cause or default.
- b. Where the prospective participant is unable to certify to any of the statements in this certification, such prospective participant shall attach an explanation to this proposal.

**2. Instructions for Certification - Lower Tier Participants:**

(Applicable to all subcontracts, purchase orders and other lower tier transactions requiring prior FHWA approval or estimated to cost \$25,000 or more - 2 CFR Parts 180 and 1200)

- a. By signing and submitting this proposal, the prospective lower tier is providing the certification set out below.
- b. The certification in this clause is a material representation of fact upon which reliance was placed when this transaction was entered into. If it is later determined that the prospective lower tier participant knowingly rendered an erroneous certification, in addition to other remedies available to the Federal Government, the department, or agency with which this transaction originated may pursue available remedies, including suspension and/or debarment.
- c. The prospective lower tier participant shall provide immediate written notice to the person to which this proposal is submitted if at any time the prospective lower tier participant learns that its certification was erroneous by reason of changed circumstances.
- d. The terms "covered transaction," "debarred," "suspended," "ineligible," "participant," "person," "principal," and "voluntarily excluded," as used in this clause, are defined in 2 CFR Parts 180 and 1200. You may contact the person to which this proposal is submitted for assistance in obtaining a copy of those regulations. "First Tier Covered Transactions" refers to any covered transaction between a grantee or subgrantee of

Federal funds and a participant (such as the prime or general contract). "Lower Tier Covered Transactions" refers to any covered transaction under a First Tier Covered Transaction (such as subcontracts). "First Tier Participant" refers to the participant who has entered into a covered transaction with a grantee or subgrantee of Federal funds (such as the prime or general contractor). "Lower Tier Participant" refers any participant who has entered into a covered transaction with a First Tier Participant or other Lower Tier Participants (such as subcontractors and suppliers).

- e. The prospective lower tier participant agrees by submitting this proposal that, should the proposed covered transaction be entered into, it shall not knowingly enter into any lower tier covered transaction with a person who is debarred, suspended, declared ineligible, or voluntarily excluded from participation in this covered transaction, unless authorized by the department or agency with which this transaction originated.
- f. The prospective lower tier participant further agrees by submitting this proposal that it will include this clause titled "Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion-Lower Tier Covered Transaction," without modification, in all lower tier covered transactions and in all solicitations for lower tier covered transactions exceeding the \$25,000 threshold.
- g. A participant in a covered transaction may rely upon a certification of a prospective participant in a lower tier covered transaction that is not debarred, suspended, ineligible, or voluntarily excluded from the covered transaction, unless it knows that the certification is erroneous. A participant is responsible for ensuring that its principals are not suspended, debarred, or otherwise ineligible to participate in covered transactions. To verify the eligibility of its principals, as well as the eligibility of any lower tier prospective participants, each participant may, but is not required to, check the Excluded Parties List System website (<https://www.epls.gov/>), which is compiled by the General Services Administration.
- h. 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 clause. The knowledge and information of participant is not required to exceed that which is normally possessed by a prudent person in the ordinary course of business dealings.
- i. Except for transactions authorized under paragraph e of these instructions, if a participant in a covered transaction 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 to the Federal Government, the department or agency with which this transaction originated may pursue available remedies, including suspension and/or debarment.

\* \* \* \* \*

**Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion--Lower Tier Participants:**

1. The prospective lower tier participant certifies, by submission of this proposal, that neither it nor its principals is presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participating in covered transactions by any Federal department or agency.
2. Where the prospective lower tier participant is unable to certify to any of the statements in this certification, such prospective participant shall attach an explanation to this proposal.

\* \* \* \* \*

**XI. CERTIFICATION REGARDING USE OF CONTRACT FUNDS FOR LOBBYING**

This provision is applicable to all Federal-aid construction contracts and to all related subcontracts which exceed \$100,000 (49 CFR 20).

1. The prospective participant certifies, by signing and submitting this bid or proposal, to the best of his or her knowledge and belief, that:
  - a. No Federal appropriated funds have been paid or will be paid, by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of any Federal agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any Federal contract, the making of any Federal grant, the making of any Federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any Federal contract, grant, loan, or cooperative agreement.
  - b. If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any Federal agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this Federal contract, grant, loan, or cooperative agreement, the undersigned shall complete and submit Standard Form-LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions.
2. This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by 31 U.S.C. 1352. Any person who fails to file the required certification shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure.
3. The prospective participant also agrees by submitting its bid or proposal that the participant shall require that the language of this certification be included in all lower tier subcontracts, which exceed \$100,000 and that all such recipients shall certify and disclose accordingly.

**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.

**STANDARD SPECIAL PROVISION**  
**MINIMUM WAGES**  
**GENERAL DECISION NC20220090 02/25/2022 NC90**

Z-090

Date: February 25, 2022

General Decision Number: NC20220090 02/25/2022 NC90

Superseded General Decision Numbers: NC20210090

State: North Carolina

Construction Type: HIGHWAY

**COUNTIES:**

Brunswick	Greene	Onslow
Cumberland	Hoke	Pender
Currituck	Johnston	Pitt
Edgecombe	Nash	Wake
Franklin	New Hanover	Wayne

HIGHWAY CONSTRUCTION PROJECTS (excluding tunnels, building structures in rest area projects & railroad construction; bascule, suspension & spandrel arch bridges designed for commercial navigation, bridges involving marine construction; and other major bridges).

Note: Contracts subject to the Davis-Bacon Act are generally required to pay at least the applicable minimum wage rate required under Executive Order 14026 or Executive Order 13658. Please note that these Executive Orders apply to covered contracts entered into by the federal government that are subject to the Davis-Bacon Act itself, but do not apply to contracts subject only to the Davis-Bacon Related Acts, including those set forth at 29 CFR 5.1(a)(2)-(60).

If the contract is entered into on or after January 30, 2022, or the contract is renewed or extended (e.g., an option is exercised) on or after January 30, 2022:	Executive Order 14026 generally applies to the contract.  The contractor must pay all covered workers at least \$15.00 per hour (or the applicable wage rate listed on this wage determination, if it is higher) for all hours spent performing on that contract in 2022.
If the contract was awarded on or between January 1, 2015 and January 29, 2022, and the contract is not renewed or extended on or after January 30, 2022:	Executive Order 13658 generally applies to the contract.  The contractor must pay all covered workers at least \$11.25 per hour (or the applicable wage rate listed on this wage determination, if it is higher) for all hours spent performing on that contract in 2022.

The applicable Executive Order minimum wage rate will be adjusted annually. If this contract is covered by one of the Executive Orders and a classification considered necessary for performance of work on the contract does not appear on this wage determination, the contractor must still submit a conformance request.

Additional information on contractor requirements and worker protections under the Executive Orders is available at <https://www.dol.gov/agencies/whd/government-contracts>.

Modification Number

Publication Date

0

01/07/2022

1

02/25/2022

SUNC2014-005 11/17/2014

	Rates	Fringes
BLASTER	21.04	
CARPENTER	13.72 **	
CEMENT MASON/CONCRETE FINISHER	14.48 **	
ELECTRICIAN		
Electrician	17.97	
Telecommunications Technician	16.79	.63
IRONWORKER	16.02	
LABORER		
Asphalt Raker and Spreader	12.46 **	
Asphalt Screed/Jackman	14.33 **	
Carpenter Tender	12.88 **	
Cement Mason/Concrete Finisher Tender	12.54 **	
Common or General	10.20 **	
Guardrail/Fence Installer	12.87 **	
Pipelayer	12.17 **	
Traffic Signal/Lighting Installer	14.89 **	
PAINTER		
Bridge	24.57	
POWER EQUIPMENT OPERATORS		
Asphalt Broom Tractor	11.85 **	
Bulldozer Fine	17.04	
Bulldozer Rough	14.34 **	
Concrete Grinder/Groover	20.34	2.30
Crane Boom Trucks	20.54	
Crane Other	20.08	
Crane Rough/All-Terrain	20.67	
Drill Operator Rock	14.38 **	
Drill Operator Structure	21.14	
Excavator Fine	16.60	
Excavator Rough	14.00 **	
Grader/Blade Fine	18.47	
Grader/Blade Rough	14.62 **	
Loader 2 Cubic Yards or Less	13.76 **	
Loader Greater Than 2 Cubic Yards	14.14 **	
Material Transfer Vehicle (Shuttle Buggy)	15.18	
Mechanic	17.55	
Milling Machine	15.36	
Off-Road Hauler/Water Tanker	11.36 **	
Oiler/Greaser	13.55 **	
Pavement Marking Equipment	12.11 **	
Paver Asphalt	15.59	
Paver Concrete	18.20	
Roller Asphalt Breakdown	12.45 **	
Roller Asphalt Finish	13.85 **	

	Rates	Fringes
Roller Other	11.36 **	
Scraper Finish	12.71 **	
Scraper Rough	11.35 **	
Slip Form Machine	16.50	
Tack Truck/Distributor Operator	14.52 **	
TRUCK DRIVER		
GVWR of 26,000 Lbs or Less	11.12 **	
GVWR of 26,001 Lbs or Greater	12.37 **	

Welders – Receive rate prescribed for craft performing operation to which welding is incidental.

\*\* Workers in this classification may be entitled to a higher minimum wage under Executive Order 14026 (\$15.00) or 13658 (\$11.25). Please see the Note at the top of the wage determination for more information.

Note: Executive Order (EO) 13706, Establishing Paid Sick Leave for Federal Contractors applies to all contracts subject to the Davis-Bacon Act for which the contract is awarded (and any solicitation was issued) on or after January 1, 2017. If this contract is covered by the EO, the contractor must provide employees with 1 hour of paid sick leave for every 30 hours they work, up to 56 hours of paid sick leave each year. Employees must be permitted to use paid sick leave for their own illness, injury or other health-related needs, including preventive care; to assist a family member (or person who is like family to the employee) who is ill, injured, or has other health-related needs, including preventive care; or for reasons resulting from, or to assist a family member (or person who is like family to the employee) who is a victim of, domestic violence, sexual assault, or stalking. Additional information on contractor requirements and worker protections under the EO is available at <https://www.dol.gov/agencies/whd/government-contracts>.

Unlisted classifications needed for work not included within the scope of the classifications listed may be added after award only as provided in the labor standards contract clauses (29 CFR 5.5(a)(1)(ii)).

The body of each wage determination lists the classification and wage rates that have been found to be prevailing for the cited type(s) of construction in the area covered by the wage determination. The classifications are listed in alphabetical order of "identifiers" that indicate whether the particular rate is a union rate (current union negotiated rate for local), a survey rate (weighted average rate) or a union average rate (weighted union average rate).

#### Union Rate Identifiers

A four letter classification abbreviation identifier enclosed in dotted lines beginning with characters other than "SU" or "UAVG" denotes that the union classification and rate were prevailing for that classification in the survey. Example: PLUM0198-005 07/01/2014. PLUM is an abbreviation identifier of the union which prevailed in the survey for this classification, which in this example would be Plumbers. 0198 indicates the local union number or district council number where applicable, i.e., Plumbers Local 0198. The next number, 005 in the example, is an internal number used in processing the wage determination. 07/01/2014 is the effective date of the most current negotiated rate, which in this example is July 1, 2014.

Union prevailing wage rates are updated to reflect all rate changes in the collective bargaining agreement (CBA) governing this classification and rate.

### Survey Rate Identifiers

Classifications listed under the "SU" identifier indicate that no one rate prevailed for this classification in the survey and the published rate is derived by computing a weighted average rate based on all the rates reported in the survey for that classification. As this weighted average rate includes all rates reported in the survey, it may include both union and non-union rates. Example: SULA2012-007 5/13/2014. SU indicates the rates are survey rates based on a weighted average calculation of rates and are not majority rates. LA indicates the State of Louisiana. 2012 is the year of survey on which these classifications and rates are based. The next number, 007 in the example, is an internal number used in producing the wage determination. 5/13/2014 indicates the survey completion date for the classifications and rates under that identifier.

Survey wage rates are not updated and remain in effect until a new survey is conducted.

### Union Average Rate Identifiers

Classification(s) listed under the UAVG identifier indicate that no single majority rate prevailed for those classifications; however, 100% of the data reported for the classifications was union data. EXAMPLE: UAVG-OH-0010 08/29/2014. UAVG indicates that the rate is a weighted union average rate. OH indicates the state. The next number, 0010 in the example, is an internal number used in producing the wage determination. 08/29/2014 indicates the survey completion date for the classifications and rates under that identifier.

A UAVG rate will be updated once a year, usually in January of each year, to reflect a weighted average of the current negotiated/CBA rate of the union locals from which the rate is based.

### WAGE DETERMINATION APPEALS PROCESS

1.) Has there been an initial decision in the matter? This can be:

- \* an existing published wage determination
- \* a survey underlying a wage determination
- \* a Wage and Hour Division letter setting forth a position on a wage determination matter
- \* a conformance (additional classification and rate) ruling

On survey related matters, initial contact, including requests for summaries of surveys, should be with the Wage and Hour National Office because National Office has responsibility for the David-Bacon survey program. If the response from this initial contact is not satisfactory, then the process described in 2.) and 3.) should be followed.

With regard to any other matter not yet ripe for the formal process described here, initial contact should be with the Branch of Construction Wage Determinations. Write to:

Branch of Construction Wage Determinations  
Wage and Hour Division  
U. S. Department of Labor  
200 Constitution Avenue, N.W.  
Washington, D.C. 20210

- 2.) If the answer to the question in 1.) is yes, then an interested party (those affected by the action) can request review and reconsideration from the Wage and Hour Administrator (See 29 CFR Part 1.8 and 29 CFR Part 7). Write to:

Wage and Hour Administrator  
U.S. Department of Labor  
200 Constitution Avenue, N.W.  
Washington, D.C. 20210

The request should be accompanied by a full statement of the interested party's position and by any information (wage payment data, project description, area practice material, etc.) that the requestor considers relevant to the issue.

- 3.) If the decision of the Administrator is not favorable, an interested party may appeal directly to the Administrative Review Board (formerly the Wage Appeals Board). Write to:

Administrative Review Board  
U.S. Department of Labor  
200 Constitution Avenue, N.W.  
Washington, D.C. 20210

- 4.) All decisions by the Administrative Review Board are final.

END OF GENERAL DECISION

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

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*Norwood A Gainey III*  
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## **WORK ZONE TRAFFIC CONTROL FOR INTERSTATE/FREEWAY RESURFACING**

(02/17/2020) (Rev. 5/10/2021)

### **General Requirements**

This Provision is intended for interstate / freeway resurfacing projects. 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 and Connected Lane Closure Devices will be required as described below.

Maintain traffic in accordance with Divisions 10, 11 and 12 of the *2018 NCDOT 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 NCDOT 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 NCDOT 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. When available, law enforcement should be onsite to shadow workers during pre-staging activities.

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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. All electronic lane closure messages and flashing arrow displays shall be off once lanes are opened. When available, law enforcement should remain on the project while workers remove and secure their signs and devices.

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

All speed limits are the sole authority of the NCDOT. An ordinance by the State Traffic Engineer is required for all speed limits in order to have a lawfully enforceable speed limit. No speed limit messages/signs shall be installed prior to receiving a signed ordinance.

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, 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 special provision and drawing. The speed limit shall be continuously displayed on the digital speed limit signs.

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 or remove 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. Connected Lane Closure Devices**

Furnish and install Connected Lane Closure Devices that transmit the location of the lane closure to navigational companies and the Statewide Transportation Operations Center (STOC).

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

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

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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 special provision.

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 special provision.

### 5. Law Enforcement

Use two (2) off duty, uniformed law enforcement officers and official law enforcement vehicles, equipped with blue lights during lane closure operations and two (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.

Law enforcement vehicles shall not be parked within the buffer space. When possible, position one law enforcement officer downstream of the other to conduct enforcement operations. When space is confined, conduct enforcement outside of the lane closure area.

### 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 NCDOT 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 operations, 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 Roadway Standard Drawing No. 1101.02, sheets 9 and 10, of the *2018 NCDOT 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.

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Refer to Roadway Standard Drawing No. 1101.03, sheet 7, of the *2018 NCDOT 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 Roadway Standard Drawing No. 1101.02, sheet 12 or 13, of the *2018 NCDOT 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 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 are considered incidental to the pay items for pavement markings 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.
- B. The standard active work area is 2 miles. This is defined as the distance of Resurfacing Operations taking place in a single work period. However, the maximum allowed lane closure distance is 5 miles. 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.

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- 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.
- 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 NCDOT Standard Specifications*.
- I. Provide appropriate construction lighting in accordance with Section 1413 of the *2018 NCDOT 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 period, 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”

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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 period unless the Contractor utilizes the notched wedge paving methods as described below:

- 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 period, 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 period.

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 period.

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.

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No advance warning signs are needed for the conditions. However, pavement markings are required by the end of each work period.

### 3. Temporary Pavement Markings

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 NCDOT 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 work period. 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 NCDOT 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

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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 NCDOT Standard Specifications*.

## **B. Installation**

All stationary Work Zone Advance/General Warning 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 Work Zone Advance/General Warning 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 Work Zone Advance/General Warning signs. Uncover Work Zone Advance/General Warning 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 and markers are installed with portable



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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 using portable work zone signing with compensation covered in the contract unit price for the required traffic control items.

**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 NCDOT Roadway Standard Drawings*.

## **Measurement and Payment**

The lane closure distance is measured from the end of the merge taper where traffic is completely in the remaining open lane(s) to the last channelizing device closing the lane. For multiple lane closures, the lane closure distance is measured from the end of the last merge taper to the last channelizing device closing the lane.

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

*Single Lane Closure* will be measured and paid as the actual number of single stationary lane closures satisfactorily installed for required operations as shown in Roadway Standard Drawing 1101.02, sheets 4, 5, 6, 9 & 10. All labor, traffic control devices, and signing for *Single Lane Closure*, up to 2 miles, as shown in these Roadway Standard Drawings are paid under this item

*Double Lane Closure* will be measured and paid as the actual number of double stationary lane closures satisfactorily installed for paving and all other required operations as shown in Roadway Standard Drawing 1101.02, sheet 8, 9 & 10. All labor, traffic control devices, and signing for *Double Lane Closure*, as shown in these Roadway Standard Drawings are paid under this item. In the event, separate double lane closures are necessary in the same direction as the work operation and the closures are at least 2 miles apart, the Contractor will be paid for each double lane closure.

*Triple Lane Closure* will be measured and paid as the actual number of triple stationary lane closures satisfactorily installed for paving and all other required operations as shown in Roadway Standard Drawing 1101.02, sheet 8, plus the addition of another lane closure, and sheets 9 & 10. All labor, traffic control devices, and signing for *Triple Lane Closure* as defined above are paid under this item. In the event, separate triple lane closures are necessary in the same direction as the work operation and the closures are at least 2 miles apart, the Contractor will be paid for each triple lane closure.

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*Ramp/Loop Traffic Control* will be measured and paid as the actual number of traffic control set ups satisfactorily installed at each ramp and loop as shown in Roadway Standard Drawing 1101.02, sheets 9 and 10, for paving and all other required operations. This includes set ups on multiple lane ramps and loops. All labor, traffic control devices, and signing for *Ramp/Loop Traffic Control* as shown in these Roadway Standard Drawings are paid under this item.

*Ramp/Loop Closure* will be measured and paid as 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. In the event two separate ramps are closed at the same time, they will be measured individually and paid on a per each basis.

*Paint Pavement Marking Lines, Paint Pavement Marking Symbols, and Removal of Pavement Marking Lines* will be measured and paid in accordance with Section 1205-10.

*Law Enforcement* will be measured 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, Connected Lane Closures, Sequential Flashing Warning Lights, and Work Zone Presence Lighting are paid separately in accordance with their respective special provisions.

Payment will be made under:

<b>Pay Item</b>	<b>Pay Unit</b>
Work Zone Signs (Stationary)	SF
Single Lane Closure	EA
Double Lane Closure	EA
Triple Lane Closure	EA
Ramp/Loop Traffic Control	EA
Ramp/Loop Closures	EA
Paint Pavement Marking Lines ( __”)	LF
Paint Pavement Marking Symbols	EA
Removal of Pavement Marking Lines ( __”)	LF
Law Enforcement	HR





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## **CONNECTED LANE CLOSURE DEVICES:**

(10/29/2018)

### **Description**

Furnish, install, operate, maintain, relocate, and remove connected lane closure devices for use on Interstate and Freeway lane closures. The connected lane closure devices shall transmit the location of the lane closure to navigational companies such as WAZE, Google Maps, Inrix, Here, TrafficCast, TomTom, Apple Maps, Panasonic, the Statewide Transportation Operations Center, (STOC), and any other navigational companies that requests it. A connected lane closure device shall be installed on the flashing arrow board identifying the beginning of a lane closure, and another connected lane closure device shall be installed on a crashworthy traffic control device (such as a drum) at the end of the same lane closure.

### **Materials**

The connected lane closure devices shall be designed and built to transmit the location of the lane closure to the navigational companies as well as the STOC. The format of the information received by each of these shall be approved by each entity, and at minimum, consist of an XML file. The connected lane closure devices shall be capable of obtaining wireless communication by either cellular or satellite technology.

The initial connected device shall be designed and attached to the flashing arrow board in such a manner that it is only activated when either the left or right arrows are displayed, not when the flashing arrow board is operated in caution mode. When the lane closure is removed, and the flashing arrow board turned off or changed to caution mode, the connected device shall automatically turn off simultaneously.

The second connected device in a lane closure shall be installed on a crashworthy traffic control device. It shall have an easily accessible power switch and a small status indicator light mounted such that it is visible when passing by in a vehicle at operating speed. When switched to the ON position, the light shall indicate that device has established communication and is transmitting. The light may be either steady burn or flashing and shall not exceed one (1) inch in diameter.

The devices shall have battery life sufficient to maintain operation for the duration of the lane closure, or have the ability to be recharged without deactivating the device.

### **Construction Methods**

Connected lane closure devices shall be used on all lane closures on freeways and interstates throughout the project.

Two connected lane closure devices shall be installed per grouping of lane closures (single, double, or triple); one attached and wired into the flashing arrow board at the beginning of the first taper, and the other at the last traffic control device at the end of the lane closure(s). Supplemental flashing arrow boards in advance of the first lane closure taper or flashing arrow

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boards in subsequent lane closures (for double and triple lane closures) shall not have connected devices. Subsequent lane closures occurring downstream of where all lanes have been reopened and lane closures in the opposite direction of travel will require additional connected devices.

The second connected lane closure device shall be manually turned ON and OFF by crews installing and removing the lane closure, unless the device can be controlled by the initial connected device. The unit shall be turned on immediately upon installation of the lane closure and turned off immediately upon removal of the lane closure.

Once installed, the Contractor shall verify that the connected lane closure devices are transmitting information prior to leaving the device unattended and re-verify transmission every 72 hours for long-term installations.

## **Technical Requirements**

The connected devices shall be run continuously during any active lane closures for the length of the contract.

The GPS within the connected devices shall have a horizontal accuracy of 50 feet, 95% of the time.

The connected device information, including the location, transmission status, and battery status shall be transmitted within five (5) minutes of initiation and updated every fifteen (15) minutes. In addition to transmitting information to the Department, the Contractor shall keep the retain device information for one (1) year after the contract ends. Information shall include timestamps, device name, and GPS location. This information shall be made available to the Department upon request.

The battery voltage shall be collected at least once an hour. The information shall be stored and available for troubleshooting. The system shall transmit an alert if the battery voltage of a device is under a specified threshold.

The connected devices shall emit an audible an alert if a device is not transmitting its position for a period of 1 hour.

The outputs from the connected device on the arrow board and the downstream connected device at the end of the lane closure shall be easily identifiable as a single pair, either by sequential device IDs, identical project names, or other method as approved by the Engineer. Additional pairs on the project shall have unique identifiable information such that it is not confused with another project pair.

## **Measurement and Payment**

*Connected Lane Closure Devices* will be measured and paid as the maximum number of connected devices acceptably placed and in use at any one time during the life of the project. Each group of lane closures will require two (2) connected lane closure devices; one connected

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to the flashing arrow board and the other on a crashworthy device at the downstream end of the lane closure. No payment will be made for either device unless both devices are satisfactorily installed.

The price for each connected lane closure device will cover all material, labor, maintenance, relocation, removal, and communication costs required for the duration of the project.

Flashing Arrow Boards will be measured and paid in accordance with Section 1115.

Crashworthy devices (such as drums) used to mount the downstream connected lane closure device shall be considered be incidental.

<b>Pay Item</b>	<b>Pay Unit</b>
Connected Lane Closure Device	Each

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

(5/10/2021)

### **Description**

Furnish and install Work Zone Digital Speed Limit Signs on interstates and freeways with speed limits of 55 mph or greater. These signs are regulatory speed limit signs with LED displays for the speed limit numbers.

### **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 28" wide x 18" 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.

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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 their designee to change each sign independently or change the speed limit on all signs at once from a PC, tablet or cellular phone application.

Radar equipment to detect approaching speeds on the digital speed limit systems is optional. However, if the systems have radar, they will be equipped to store the detected speed data, this information should be available in a spreadsheet format and accessed remotely from a secure cloud location.

The Work Zone Digital Speed Limit systems shall have flashing beacons. The beacons are to be a minimum of 8" diameter LED circular yellow. They shall be mounted above and below the sign assemblies and are to be centered. The beacons shall alternately flash at rates not less than 50 or more than 60 times per minute.

In addition, the flashing beacons shall be mounted in such a manner that the \$250 FINE sign is not obscured when in operation.

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.

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

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

## **Digital Speed Limit Displays**

The speed limit shall be continuously displayed on the signs. All other stationary speed limit signs shall be covered when Digital Speed Limit systems are in operation.

## ***Reduced Speed Limit Displays***

The Digital Speed Limit systems shall have beacons activated when the work zone speed limit is reduced. Otherwise, the beacons are to remain off.

IF THE DIGITAL SPEED LIMIT SYSTEM IS EQUIPPED WITH RADAR: The Digital Speed Limit Signs shall display the reduced work zone speed limit without flashing the LED speed limit number unless approaching speeds are detected to be 6 MPH or higher than the displayed speed



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limit. If speeds are detected 6 MPH or above the displayed Speed Limit, then the LED shall flash the speed limit until the speeds are within the 6 MPH tolerance.

## ***Existing Speed Limit Displays***

When the existing speed limit is displayed on the Digital Speed Limit Signs, the beacons are to remain off.

IF THE DIGITAL SPEED LIMIT SYSTEM IS EQUIPPED WITH RADAR: The speed limit number is not to flash unless the approaching speeds are detected to be 6 MPH or higher than the displayed speed limit.

## **Other Construction Methods**

The speed limits are the sole authority of the NCDOT. An ordinance by the State Traffic Engineer is required for all speed limits 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 their designee before the speed limit is changed.

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

## **Measurement and Payment**

*Work Zone Digital Speed Limit Signs* will be measured and paid as the maximum number of Work Zone Digital Speed Limit Signs satisfactorily installed according to the attached detail 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 Signs.

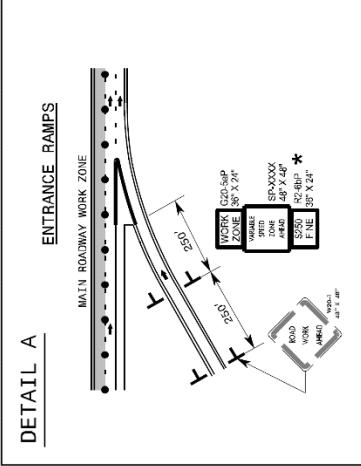
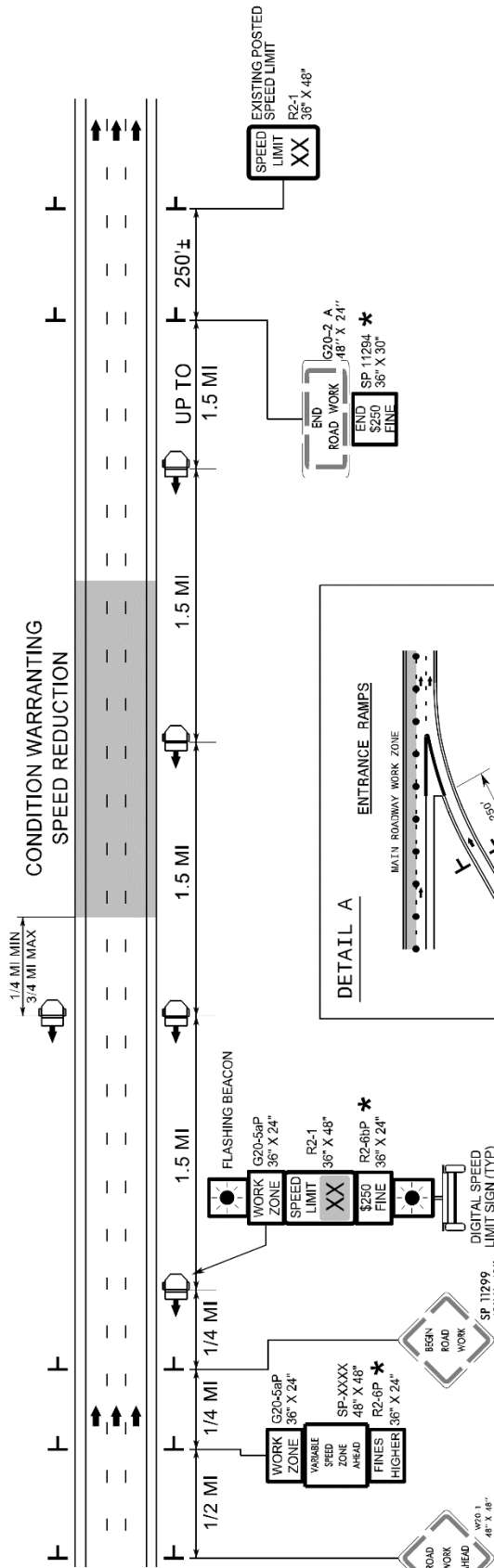
### **Pay Item**

Work Zone Digital Speed Limit Signs

### **Pay Unit**

Each

CONDITION WARRANTING  
SPEED REDUCTION



\* USE ONLY IF ORDINANCED. SEE NOTE 5 BELOW.

NOTES

1. THE DIGITAL SPEED LIMITS SIGNS WILL BE INSTALLED (TRAILER MOUNTED OR STATIONARY MOUNTED) IN ADVANCE OF AND SPACED APPROXIMATELY 1.5 MILES THROUGHOUT THE PROJECT LIMITS, UNLESS DIRECTED OTHERWISE.
2. WITHIN 1/4 TO 3/4 MILE UPSTREAM OF CONDITION WARRANTING A SPEED REDUCTION, PLACE A DIGITAL SPEED LIMIT SIGN ON BOTH THE INSIDE AND OUTSIDE SHOULDERS, UNLESS DIRECTED OTHERWISE BY THE ENGINEER. AT ALL OTHER LOCATIONS DOWNSTREAM, PLACE A SINGLE DIGITAL SPEED LIMIT SIGN ON THE OUTSIDE SHOULDER.  
IF SIGNS ARE NOT HIGHLY VISIBLE TO ALL MOTORISTS, SUPPLEMENTAL DIGITAL SPEED LIMIT SIGNS ARE PERMITTED ON THE MEDIAN SHOULDER.
3. THE DIGITAL SPEED LIMIT SIGNS TAKE PRECEDENCE OVER EXISTING SPEED LIMIT SIGNS AND SHOULD REMAIN UPRIGHT AND VISIBLE AT ALL TIMES. ALL EXISTING SPEED LIMIT SIGNS SHALL BE COVERED OR REMOVED FOR DURATION OF THE PROJECT.
4. NCDOT HAS SOLE AUTHORITY OF THE SPEED LIMITS DISPLAYED ON THE DIGITAL SPEED LIMIT SIGNS.
5. 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 SIGNED ORDINANCES, THE SPEED LIMIT ON A FACILITY SHALL REMAIN UNCHANGED AND/OR HIGHER FINES SIGNS SHALL NOT BE USED.
6. THE REDUCED SPEED SHALL BE DISPLAYED A MINIMUM OF 1/4 MILE AND A MAXIMUM OF 3/4 MILE IN ADVANCE OF AND THROUGHOUT THE AREA MEETING CONDITIONS LISTED IN THE CHART. THE EXISTING SPEED LIMIT SHALL BE DISPLAYED ON ALL OTHER DIGITAL SPEED LIMIT SIGNS.
7. THE SPEED DISPLAYED SHALL BE THE LOWER OF THE EXISTING SPEED LIMIT OR THE SPEED IN THE WORK ZONE CONDITION CHART.
8. THE BEACONS ON THE DIGITAL SPEED LIMIT SIGNS SHALL ONLY FLASH DURING TIMES THE SPEED IS REDUCED, AND REMAIN OFF AT ALL OTHER TIMES.

WORK ZONE CONDITIONS	SPEED TO DISPLAY (SEE NOTE 6 & 7)
2 LANES REDUCED TO 1 LANE	55
3 LANES REDUCED TO 1 LANE	55
3 LANES REDUCED TO 2 LANES	60
4 LANES REDUCED TO 1 LANE	55
4 LANES REDUCED TO 2 LANES	60
4 LANES REDUCED TO 3 LANES	65
1 OPEN LANE WITH CONTINUOUS BARRIER ON BOTH SHOULDERS	55
1 OPEN LANE WITH CONTINUOUS BARRIER ON 1 SHOULDER	60
3 OR 2 OPEN LANES WITH CONTINUOUS BARRIER ON BOTH SHOULDERS	60
3 OR 2 OPEN LANES WITH CONTINUOUS BARRIER ON 1 SHOULDER	65
4 OPEN LANES WITH BARRIER CONTINUOUS ON BOTH SHOULDERS	65
4 OPEN LANES WITH BARRIER CONTINUOUS ON 1 SHOULDER	EXISTING
UNEVEN LANES	60

LANE CLOSURES  
(LENGTH OF BARRIER GREATER THAN 1 MILE)

CONTINUOUS BARRIER  
(LENGTH OF BARRIER GREATER THAN 1 MILE)



**STABILIZATION REQUIREMENTS:**

(3-11-16) (Rev. 4-30-19)

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

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

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

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

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

## Waste and Borrow Locations

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

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

## Approved Tall Fescue Cultivars

06 Dust	Escalade	Justice	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.

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Payment will be made under:

**Pay Item**

Wattle

**Pay Unit**

Linear Foot



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## PROJECT SPECIAL PROVISIONS BRIDGE JOINT REPAIR

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Asphalt Joint Repair and Replacement	BP-5
Concrete Deck Repair Using Elastomeric Concrete	BP-10



DocuSigned by:

*Norwood A. Gainey III*

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04/11/2022

# BP-2

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Nash and Edgecombe Counties

## **SILICONE EXPANSION JOINT REPLACEMENT**

### **Description**

Contractor shall remove the existing expansion joint, clean the area in accordance with the manufacturer's recommendations, and place the silicone expansion joint in accordance with the manufacturer's recommendations. The expansion joint shall be replaced with the materials stated in this contract.

### **Materials**

All materials shall be delivered unopened in their original containers bearing the manufacturer's label, date of manufacture, batch number, trade name brand, and quantity. Sufficient material to perform the entire expansion joint shall be "on hand" prior to removing the existing expansion joint. Stored materials may be inspected prior to their use and shall meet the requirements of these provisions. Each shipment of repair material shall be accompanied by Material Safety Data Sheets (MSDS) and a certificate of compliance certifying that the materials conform to the requirements of these provisions. The repair material shall be one of the following products or an approved equal:

#### Joints less than or equal to one (1) inch in width:

Sealant – Dow 888 (Not to be used on the travel lane portions of the deck)

Baysilon 960 (silicone based) (Not to be used on the travel lane portions of the deck)

Crafco RoadSaver (34902) (silicone) (Not to be used on the travel lane portions of the deck)

#### Joints greater than one (1) inch in width:

Sealant – Dow 902 (silicone based)

Crafco RoadSaver SL (34903) (silicone)

### **Measurement and Payment**

*Silicone Joint Replacement* (\_\_\_\_\_) will be measured and paid by the actual number of linear feet completed and accepted. Such price and payment will be full compensation for all material, labor, tools, equipment, and incidentals necessary to satisfactorily complete the work described in this provision.

Payment shall be made under:

#### **Pay Item**

Silicone Joint Replacement (Less than 1" Wide)

Silicone Joint Replacement (1" to 2" Wide)

Silicone Joint Replacement (Greater than 2" Wide)

#### **Pay Unit**

Linear Foot

Linear Foot

Linear Foot

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## **ELASTOMERIC CONCRETE PLACEMENT**

### **Description**

Contractor shall repair damaged concrete adjacent to joints as directed by the Engineer with elastomeric concrete.

Contractor shall submit false work plans for approval. False work plans shall take into account expansion of the bridge deck due to changes in temperature.

Do not place elastomeric concrete if the ambient air temperature is below 45°F (7°C). Prepare and apply a primer, as per manufacturer's recommendations, to all vertical concrete faces, all steel components to be in contact with elastomeric concrete, and to areas specified by the manufacturer. Align the angles with the joint opening.

Prepare, batch, and place the elastomeric concrete in accordance with the manufacturer's instructions. Place the elastomeric concrete while the primer is still tacky and within 2 hours after applying the primer. Pay careful attention to properly consolidate the elastomeric concrete around the steel and anchors.

Tarps are to be utilized under the mixing areas, and the bridge deck joint shall be taped off to protect the bridge deck from spills during elastomeric concrete installation.

### **Materials**

Provide materials that comply with the following minimum requirements at 14 days.

<b>Elastomeric Concrete Properties</b>	<b>Test Method</b>	<b>Minimum Requirement</b>
Compressive Strength, psi	ASTM D695	2000
5% Deflection Resilience	ASTM D695	95
Splitting Tensile Strength, psi	ASTM D3967	625
Bond Strength to Concrete, psi	ASTM D882 (D882M)	450
Durometer Hardness	ASTM D2240	50

<b>Binder Properties (Without Aggregate)</b>	<b>Test Method</b>	<b>Minimum Requirement</b>
Tensile Strength, psi	ASTM D638	1000
Ultimate Elongation	ASTM D638	150%
Tear Resistance, lb/in	ASTM D624	200

In addition to the requirements above, use elastomeric concrete that also resists water, chemical, UV, and ozone exposure and withstands extreme temperature (freeze-thaw) changes.

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Furnish a manufacturer's certification verifying that the materials satisfy the above requirements. Provide samples of elastomeric concrete to the Engineer, if requested, to independently verify conformance with the above requirements.

## Measurement and Payment

*Joint Repair using Elastomeric Concrete* will be measured and paid by the actual number of cubic yards completed and accepted. Such price and payment will be full compensation for all material, labor, tools, equipment, and incidentals necessary to satisfactorily complete the work described in this provision.

Payment shall be made under:

<b>Pay Item</b>	<b>Pay Unit</b>
Joint Repair using Elastomeric Concrete	Cubic Yard

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## **ASPHALT JOINT REPAIR AND REPLACEMENT:**

### **Description**

This work shall consist of supplying and installing a binder and aggregate system composed of specially blended polymer modified asphalt and specific aggregate placed in layers into a prepared expansion joint block-out. When properly installed, the joint system will provide a flexible waterproof bridge joint, which will allow for a joint movement of 1" in expansion and 1" in compression.

Joint material shall be hot applied, pre-mixed bituminous material that will provide a smooth riding surface and a waterproof joint. The contractor shall prepare the surface to be repaired by saw cutting to a minimum of 20" wide and 2" in depth, per manufacturer's specifications, or as directed by the Engineer, removing all loose material, and cleaning the area with compressed air.

No repairs shall be made during periods of rain, snow, or sleet. Standing water shall be removed prior to placement of material.

Steel bridging plates shall be used as needed to provide load transfer across the joint opening. Plates shall be plate steel, 1/8" to 1/4" thick, and 4" to 9" wide.

Bulking aggregate shall be chosen from the Basalt, Gritstone, Gabbro, or Granite Family. Only 1/2" to 1" size stone shall be used.

### **Materials**

All materials shall meet the specifications as approved by the Engineer prior to use. The joint material shall be one of the following products or an approved equal:

FibreJoint, A/P Bridge Flex Joint, or other NCDOT approved material.

#### (A) Binder Material

The bridge joint binder shall be a polymer modified asphalt and shall meet the following requirements when tested according to ASTM test methods:

	TEST METHOD	TYPICAL VALUES
Softening Point	ASTM D-36	180 F
Tensile Adhesion	ASTM D-3583	750% min.
Ductility @ 77 F	ASTM D-113	40 cm min.
Penetration	ASTM D-3407 77 F, 150g, 5 sec. 0 F, 200g, 60 sec.	90 dmm max. 10 dmm min.
Flow 5h @ 140 F	ASTM D-3407	3.0 mm max.
Resilience @ 77 F	ASTM D-3407	40% min.
Asphalt Compatibility	ASTM D-3407	Pass
Recommended Pouring Temp.	-	390 F
Safe Heating Temp.	-	410 F

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(B) Aggregate

The stone type shall consist of Granite, Basalt, Gabbro, Porphyry or Gritstones. The specified aggregate shall be crushed; double washed, and shall meet the following requirements:

Gradation	
Sieve Size	3/4" Percent Passing
7/8"	95-100
5/8"	30-50
1/2"	10-30
3/8"	0-7
1/4"	-
#8	-

(C) Backer Rod

The backer rod shall be a closed cell, foam expansion joint filler, capable of withstanding the elevated temperature of the polymeric binder. The backer rod shall have the following typical physical properties using a 2" specimen and test method ASTM D-545:

Density	2.0 lbs/cf, min.
Tensile Strength	30 psi, min.
Compression	5 psi @ 25%, min.
Water Absorption	0.03 g/cc by weight, min.
Temperature @ 410°F	No Melting

(D) Bridging Plate

The bridging plate shall be a mild steel plate, 1/4" thick by 8" wide, cut in 4' to 5' lengths. Spike holes shall be drilled on a longitudinal centerline at 1' intervals.

## Installation Crews

The joint system is to be installed only by factory trained and certified installation professionals.

## Equipment

The equipment will consist of:

1. Small self-propelled dry cut saw
2. Pneumatic compressor of 185 CFM capacity.
3. One Hot-Compressed Air Lance (HCA Lance), capable of delivering flame retarded air stream with a temperature of 3,000°F, at a speed of 3,000 feet per second.

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4. Rotating vented or un-vented drum type mixers each with a Hot-Compressed Air Lance (HCA Lance), or a pressure – air injection torch (PAT torch).
5. Melter unit equipped with agitation and an automatic temperature control which can accurately maintain the material temperature from 100°F - 650°F. A thermometer to monitor the material temperature must be provided. The burner system shall have a safety pilot capable of shutting off the gas supply in the event of a flame-out.
6. 100 lb. bottles of propane or smaller
7. Vibratory roller or plate capable of compacting up to 1” in one pass.
8. Hand held calibrated digital temperature sensor.
9. Chop-saw with carbide blade, if needed.
10. Sandblasting equipment, required only for installation in a concrete overlay.
11. Safety clothing and equipment as required by OSHA.

### **Installation**

The following procedures are to be followed to ensure a successful installation:

Note: Joint must be installed at a minimum depth of 2”.

Layout: Joint system shall be located centrally over the deck expansion gap or fixed joint and marked out to the recommended minimum width of 20”.

Excavation: The joint shall be excavated by the use of saws and pneumatic hand tools. Where possible, saws shall be set to cut the full required depth of the wearing surface and any membrane present. Variations in the depth of the wearing surface across the road should be considered to insure, where possible, that the deck is not damaged. All debris from the excavation channel shall be removed to allow the full volume of new joint to be installed.

Cleaning: The entire channel must be thoroughly cleaned and dried. Small debris will be removed by using compressed air. The Hot Compressed Air Lance will then be applied throughout the length of the channel. Installation in concrete overlays requires sandblasting of the concrete vertical walls and adjacent deck area prior to the use of the HCA Lance application.

Repairs: Spalled and defective concrete should be repaired with an approved material as agreed upon by the Engineer.

Caulking: The gap shall be caulked with the backer rod, allowing for approximately 1” of binder in the gap on top of the rod. If the previous caulking is intact and will hold the binder, it may be used to take the place of the backer rod. A small amount of hot binder should be placed onto the caulking to insure that the gap

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Nash and Edgecombe Counties

is adequately plugged.

Tanking: Immediately after cleaning and caulking, the entire channel shall be coated with a thin layer of hot binder. If significant delay occurs, the channel shall be inspected to determine if re-cleaning is necessary.

Plating: The gap shall be bridged with the steel plates centered over the gap by placing locating pins in the centerline of the plate. There must be at least 2" between the edge of the steel plate and the wall of the channel. Once the locating pins are in place, the top of the plate shall be coated with a thin layer of hot binder.

### Material Preparation

Aggregate: The aggregate must be heated in a vented or un-vented rotating drum mixer by the use of a hot compressed air lance (HCA Lance), or a pressure air injection torch (PAT torch). Once the aggregate has been heated to a temperature of 370° - 380°F, it is then coated with a small quantity of binder. One gallon of binder per 100 lbs. of stone should be sufficient to coat the stone.

Binder: The binder shall be heated to the recommended pouring temperature, 370° - 385°F. At no time shall the recommended safe heating temperature of 400°F be exceeded.

Material Installation: Layers of hot pre-coated aggregate not more than 2.5" thick shall be placed in the channel and immediately covered to the level of the coated aggregate. This will ensure that the 3:1 weight ratio of aggregate to binder has been achieved. Layers shall be raked to insure the aggregate is completely coated and that all air pockets are eliminated. This process shall cease approximately 3/4" from the top of the channel.

Surface Layer: The surface layer shall be applied as other layers except that the pre-coated aggregate is not flooded with binder. The pre-coated aggregate shall be transferred to the joint and leveled slightly higher than the adjacent road surface. On a standard 2" deep joint, the topcoat should be 1/4" higher than the road surface. Deeper joints will require higher levels before tamping.

Compaction: Compaction should take place after the joint has cooled to approximately 225° F. The joint surface shall be made approximately level with the existing road surface by using the vibratory plate or roller.

Top Coating: After compaction, lines of 4" tape are placed one inch beyond the joint width on each side of the joint to insure evenness of appearance. The joint and at least one inch of the road surface shall be top-coated with the hot binder until the surface is smooth and absent of voids.

**Note: If it is impossible to topcoat the joint during the same working day/night, it is allowable that the topcoat step be completed on the next working day/night. However, the surface must be cleaned, dried, and heated with the HCA Lance.**

Surface Dressing: Immediately after top-coating, spread an approved anti-skid material evenly over the joint to eliminate material tracking.

Final Preparation: Prior to departure the crew will insure that the entire work area is clean of debris.

Temporary Joint: In the event of a work stoppage while constructing a joint, the following procedure



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Nash and Edgecombe Counties

can be used for low ADT roadways (<20,000). Fill the cavity with cold uncoated aggregate to the level of the road surface and top the aggregate with binder to form a temporary riding surface. Roadways with an ADT greater than 20,000 will require materials similar to cold patch asphalt. Be sure whatever is used is approved by the state agency.

## Quality Control

Upon request, certifications of the materials will be provided.

The Project Engineer may require the contractor to provide samples during the course of the work for laboratory test of any or all of the properties specified.

## Measurement and Payment

Asphalt Joint Repair/Replacement will be measured and paid as the actual number of cubic yards of material completed and accepted. Such price and payment will be full compensation for all material, labor, tools, steel bridging plates, backer rods, equipment, and incidentals necessary to satisfactorily complete the work described in this provision.

Payments shall be made under:

### Pay Item

Asphalt Joint Repair/Replacement (18"-24" Wide, w/ Plate)

### Pay Unit

Cubic Yard

# BP-10

I-6046

Nash and Edgecombe Counties

## CONCRETE DECK REPAIR USING ELASTOMERIC CONCRETE:

(4-23-09)

SPI

### **Description**

This work consists of concrete deck repair as designated by the Engineer. The Contractor shall begin work within 60 days of notification.

### **Materials**

Elastomeric concrete is a mixture of a two-part polymer consisting of polyurethane and/or epoxy, and kiln-dried aggregate. Have the manufacturer supply it as a unit.

Use one of the following products:

Ceva Crete by Chase Construction Products, 401 New Karner Road, Albany, NY 12205.

E-Crete #57 by Chase Construction Products, 401 New Karner Road, Albany, NY 12205

Ply-Krete HS by Polyset, Company, P.O. Box 111, Mechanicville, NY 12118

Wabocrete Elastomeric Concrete by Watson Bowman Acme Corporation, 95 Pineview Drive, Amherst, NY 14120 716-691-7566

Or approved equal.

### **Construction Methods**

All areas of concrete deck repairs shall be made with elastomeric concrete. The Engineer will determine the areas where Class I, Class II and Class III deck repair shall be performed. These areas shall be saw cut and material shall be applied according to the material specifications.

Do not place elastomeric concrete if the ambient air temperature is below 45°F (7°C). Prepare and apply a primer, as per manufacturer's recommendations, to all vertical concrete faces, all steel components to be in contact with elastomeric concrete, and to areas specified by the manufacturer. Align the angles with the joint opening.

Prepare, batch, and place the elastomeric concrete in accordance with the manufacturer's instructions. Place the elastomeric concrete while the primer is still tacky and within 2 hours after applying the primer. Properly consolidate the elastomeric concrete around the steel and anchors.

Tarps shall be utilized under the mixing areas, and the bridge deck joint shall be taped off to protect the bridge deck from spills during elastomeric concrete installation.

Class I Deck Repair: Remove all loose, unsound deck concrete to a depth of 1/2 inch (13 mm), remove and dispose concrete, and thoroughly clean the surface. In areas where reinforcing steel is located in the 1/2 inch (13 mm) depth to be scarified, use another method with the Engineer's approval.

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Nash and Edgecombe Counties

**Class II Deck Repair (Partial Depth):** Remove by chipping with hand tools all loose, unsound and contaminated deck concrete and in areas where reinforcing steel is exposed, by scarifying to an average depth of approximately one-half the deck thickness, but no less than 3/4 inch (19 mm) below the top mat of steel. Dispose of the removed concrete, clean, repair or replace rusted or loose reinforcing steel, and thoroughly clean the newly exposed surface.

When chipping, be careful not to cut, stretch, or damage any exposed reinforcing steel.

In overhangs, removing concrete areas of less than 0.60 ft<sup>2</sup>/ft (0.2 m<sup>2</sup>/m) length of bridge without overhang support is permitted unless the Engineer directs otherwise. For concrete areas greater than 0.60 ft<sup>2</sup>/ft (0.2 m<sup>2</sup>/m) length of bridge, approval of the overhang support is required.

Refill areas where concrete was removed with elastomeric concrete.

**Class III Deck Repair (Full Depth):** Remove full depth all loose, unsound and contaminated deck concrete. Thoroughly clean the routed out area and dispose of concrete removed. Clean, repair, or replace reinforcing bars and fill the areas from which unsound concrete has been removed with elastomeric concrete up to the bottom of the proposed concrete overlay.

Clean or replace reinforcing bars and place elastomeric concrete.

For areas of less than 3 ft<sup>2</sup> (0.3 m<sup>2</sup>), suspending forms from existing reinforcing steel using wire ties is permitted. For larger areas, support forms by blocking from the beam flanges.

Submit for approval detailed plans for Class III deck repair. Detail how waste and debris is kept from falling below. When Class III repairs adjacent to the rail are necessary, support the rail in a manner approved by the Engineer.

## Measurement and Payment

Class I, Class II and Class III deck repair will be measured in square yards for the appropriate areas so prepared. The entire cost for concrete deck repair using elastomeric concrete including, but not limited to, materials, labor, maintenance, equipment, tools, and incidentals will be included in the unit price per square yard for *Concrete Deck Repair (Class \_\_\_\_\_) using Elastomeric Concrete*. Also the Contractor shall clean up built up material out from under the guardrail for 100' on the approach and trailing end of the bridge, as directed by the Engineer as part of the work of Concrete Deck Repair using Elastomeric Concrete.

Payments will be made under:

### Pay Item

Concrete Deck Repair (Class \_\_\_\_\_) using Elastomeric Concrete

### Pay Unit

Square Yard

County: EDGECOMBE, NASH

Line #	Item Number	Sec #	Description	Quantity	Unit Cost	Amount
<b>ROADWAY ITEMS</b>						
0001	0000100000-N	800	MOBILIZATION	Lump Sum	L.S.	
0002	0000400000-N	801	CONSTRUCTION SURVEYING	Lump Sum	L.S.	
0003	0008000000-E	200	SUPPLEMENTARY CLEARING & GRUBBING	1 ACR		
0004	0022000000-E	225	UNCLASSIFIED EXCAVATION	12,800 CY		
0005	0106000000-E	230	BORROW EXCAVATION	500 CY		
0006	0156000000-E	250	REMOVAL OF EXISTING ASPHALT PAVEMENT	15,600 SY		
0007	0196000000-E	270	GEOTEXTILE FOR SOIL STABILIZATION	19,200 SY		
0008	0318000000-E	300	FOUNDATION CONDITIONING MATERIAL, MINOR STRUCTURES	90 TON		
0009	0320000000-E	300	FOUNDATION CONDITIONING GEOTEXTILE	260 SY		
0010	0360000000-E	310	12" RC PIPE CULVERTS, CLASS III	48 LF		
0011	0366000000-E	310	15" RC PIPE CULVERTS, CLASS III	176 LF		
0012	0372000000-E	310	18" RC PIPE CULVERTS, CLASS III	184 LF		
0013	0378000000-E	310	24" RC PIPE CULVERTS, CLASS III	168 LF		
0014	0384000000-E	310	30" RC PIPE CULVERTS, CLASS III	104 LF		
0015	0390000000-E	310	36" RC PIPE CULVERTS, CLASS III	32 LF		
0016	0995000000-E	340	PIPE REMOVAL	712 LF		
0017	1011000000-N	500	FINE GRADING	Lump Sum	L.S.	

County: EDGECOMBE, NASH

Line #	Item Number	Sec #	Description	Quantity	Unit Cost	Amount
0018	1099500000-E	505	SHALLOW UNDERCUT	6,500 CY		
0019	1099700000-E	505	CLASS IV SUBGRADE STABILIZATION	9,800 TON		
0020	1220000000-E	545	INCIDENTAL STONE BASE	1,000 TON		
0021	1297000000-E	607	MILLING ASPHALT PAVEMENT, **** DEPTH (1-1/2")	142,490 SY		
0022	1297000000-E	607	MILLING ASPHALT PAVEMENT, **** DEPTH (2-1/4")	509,010 SY		
0023	1308000000-E	607	MILLING ASPHALT PAVEMENT, **** TO ***** (1-1/2" TO 5-1/4")	5,500 SY		
0024	1308000000-E	607	MILLING ASPHALT PAVEMENT, **** TO ***** (2-1/4" TO 6")	50,040 SY		
0025	1491000000-E	610	ASPHALT CONC BASE COURSE, TYPE B25.0C	10,950 TON		
0026	1503000000-E	610	ASPHALT CONC INTERMEDIATE COURSE, TYPE I19.0C	5,550 TON		
0027	1524200000-E	610	ASPHALT CONC SURFACE COURSE, TYPE S9.5D	66,800 TON		
0028	1575000000-E	620	ASPHALT BINDER FOR PLANT MIX	780 TON		
0029	1577000000-E	620	POLYMER MODIFIED ASPHALT BINDER FOR PLANT MIX	6,210 TON		
0030	1662000000-E	650	OPEN-GRADED ASPHALT FRICTION COURSE, TYPE FC-1 MODIFIED	27,050 TON		
0031	1820000000-E	SP	ASPHALT SURFACE TREATMENT, FOG SEAL	23,050 SY		
0032	1840000000-E	665	MILLED RUMBLE STRIPS (ASPHALT CONCRETE)	296,410 LF		
0033	2099000000-E	816	SHOULDER DRAIN	100 LF		

County: EDGECOMBE, NASH

Line #	Item Number	Sec #	Description	Quantity	Unit Cost	Amount
0034	2110000000-E	816	4" SHOULDER DRAIN PIPE	100 LF		
0035	2121000000-E	816	4" OUTLET PIPE FOR SHOULDER DRAINS	100 LF		
0036	2132000000-N	816	CONCRETE PAD FOR SHOULDER DRAIN PIPE OUTLET	5 EA		
0037	2253000000-E	840	PIPE COLLARS	45 CY		
0038	2275000000-E	SP	FLOWABLE FILL	250 CY		
0039	2365000000-N	840	FRAME WITH TWO GRATES, STD 840.22	3 EA		
0040	2473000000-N	SP	GENERIC DRAINAGE ITEM CONCRETE APRON	57 EA		
0041	2619000000-E	850	4" CONCRETE PAVED DITCH	120 SY		
0042	3030000000-E	862	STEEL BEAM GUARDRAIL	5,125 LF		
0043	3150000000-N	862	ADDITIONAL GUARDRAIL POSTS	10 EA		
0044	3210000000-N	862	GUARDRAIL END UNITS, TYPE CAT-1	5 EA		
0045	3287000000-N	SP	GUARDRAIL END UNITS, TYPE TL-3	77 EA		
0046	3345000000-E	864	REMOVE & RESET EXISTING GUARDRAIL	50 LF		
0047	3347000000-E	864	REMOVE & RESET EXISTING GUIDERAIL	900 LF		
0048	3360000000-E	863	REMOVE EXISTING GUARDRAIL	9,000 LF		
0049	4400000000-E	1110	WORK ZONE SIGNS (STATIONARY)	584 SF		
0050	4420000000-N	1120	PORTABLE CHANGEABLE MESSAGE SIGN	4 EA		

County: EDGECOMBE, NASH

Line #	Item Number	Sec #	Description	Quantity	Unit Cost	Amount
0051	4423000000-N	SP	WORK ZONE DIGITAL SPEED LIMIT SIGNS	10 EA		
0052	4510000000-N	1190	LAW ENFORCEMENT	3,430 HR		
0053	4600000000-N	SP	GENERIC TRAFFIC CONTROL ITEM CONNECTED LANE CLOSURE DEVICE	4 EA		
0054	4600000000-N	SP	GENERIC TRAFFIC CONTROL ITEM DOUBLE LANE CLOSURE	33 EA		
0055	4600000000-N	SP	GENERIC TRAFFIC CONTROL ITEM RAMP/LOOP CLOSURES	67 EA		
0056	4600000000-N	SP	GENERIC TRAFFIC CONTROL ITEM RAMP/LOOP TRAFFIC CONTROL	12 EA		
0057	4600000000-N	SP	GENERIC TRAFFIC CONTROL ITEM SINGLE LANE CLOSURE	231 EA		
0058	4688000000-E	1205	THERMOPLASTIC PAVEMENT MARKING LINES (6", 90 MILS)	411,590 LF		
0059	4700000000-E	1205	THERMOPLASTIC PAVEMENT MARKING LINES (12", 90 MILS)	25,130 LF		
0060	4720000000-E	1205	THERMOPLASTIC PAVEMENT MARKING CHARACTER (90 MILS)	44 EA		
0061	4725000000-E	1205	THERMOPLASTIC PAVEMENT MARKING SYMBOL (90 MILS)	128 EA		
0062	4775000000-E	1205	COLD APPLIED PLASTIC PAVEMENT MARKING LINES, TYPE ** (6") (II)	9,250 LF		
0063	4785000000-E	1205	COLD APPLIED PLASTIC PAVEMENT MARKING LINES, TYPE ** (12") (II)	400 LF		
0064	4815000000-E	1205	PAINT PAVEMENT MARKING LINES (6")	411,590 LF		
0065	4825000000-E	1205	PAINT PAVEMENT MARKING LINES (12")	25,130 LF		
0066	4835000000-E	1205	PAINT PAVEMENT MARKING LINES (24")	610 LF		
0067	4840000000-N	1205	PAINT PAVEMENT MARKING CHARACTER	44 EA		

County: EDGECOMBE, NASH

Line #	Item Number	Sec #	Description	Quantity	Unit Cost	Amount
0068	4845000000-N	1205	PAINT PAVEMENT MARKING SYMBOL	128 EA		
0069	4855000000-E	1205	REMOVAL OF PAVEMENT MARKING LINES (6")	9,250 LF		
0070	4865000000-E	1205	REMOVAL OF PAVEMENT MARKING LINES (12")	400 LF		
0071	4891000000-E	1205	GENERIC PAVEMENT MARKING ITEM THERMOPLASTIC PAVEMENT MARKING LINES (24", 90 MILS)	610 LF		
0072	4895000000-N	SP	GENERIC PAVEMENT MARKING ITEM NON-CAST IRON SNOWPLOWABLE PAVEMENT MARKER	2,535 EA		
0073	4935000000-N	1267	FLEXIBLE DELINEATORS (CRYSTAL)	25 EA		
0074	6000000000-E	1605	TEMPORARY SILT FENCE	34,220 LF		
0075	6012000000-E	1610	SEDIMENT CONTROL STONE	325 TON		
0076	6042000000-E	1632	1/4" HARDWARE CLOTH	2,600 LF		
0077	6071010000-E	SP	WATTLE	2,600 LF		
0078	6084000000-E	1660	SEEDING & MULCHING	7 ACR		
0079	7444000000-E	1725	INDUCTIVE LOOP SAWCUT	3,000 LF		
0080	8867000000-E	SP	GENERIC STRUCTURE ITEM SILICONE JOINT REPLACEMENT (1" TO 2" WIDE)	908 LF		
0081	8867000000-E	SP	GENERIC STRUCTURE ITEM SILICONE JOINT REPLACEMENT (GREATER THAN 2" WIDE)	908 LF		
0082	8867000000-E	SP	GENERIC STRUCTURE ITEM SILICONE JOINT REPLACEMENT (LESS THAN 1" WIDE)	2,712 LF		
0083	8881000000-E	SP	GENERIC STRUCTURE ITEM ASPHALT JOINT REPAIR/REPLACEMENT (18"-24" WIDE, WITH PLATE)	12 CY		



County: EDGECOMBE, NASH

Line #	Item Number	Sec #	Description	Quantity	Unit Cost	Amount
0084	8881000000-E	SP	GENERIC STRUCTURE ITEM JOINT REPAIR USING ELASTOMERIC CONCRETE	29.3 CY		
0085	8893000000-E	SP	GENERIC STRUCTURE ITEM CONCRETE DECK REPAIR (CLASS II) USING ELASTOMERIC CONCRETE	100 SY		
0086	0227000000-E	SP	GENERIC GRADING ITEM CLEARING & GRUBBING FOR WIDENING	6.5 ACR		
0087	1330000000-E	607	INCIDENTAL MILLING	14,550 SY		

1400/Jun15/Q2190181.8/D280392910000/E87

Total Amount Of Bid For Entire Project :

Vendor 1 of 2: BARNHILL CONTRACTING CO (3516)  
Call Order 007 (Proposal: C204396)

### Bid Information

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**Proposal County:** EDGECOMBE NASH  
**Vendor Address:**  
**Signature Check:** William Howard Wilfong  
**Time Bid Received:** June 21, 2022 12:08 PM  
**Amendment Count:** 1

**Bid Checksum:** B320BAC1FB  
**Bid Total:** \$20,874,781.11  
**Items Total:** \$20,874,781.11  
**Time Total:** \$0.00

**Bidding Errors:**  
DBE List Goal not met.

**DBE Goal: 6.0% (\$1,252,486.87)**  
**Participation Submitted: 3.86% (\$806,022.40)**  
**GFE Submitted - Approved 7/1/22**

**Vendor 1 of 2: BARNHILL CONTRACTING CO (3516)**  
**Call Order 007 (Proposal: C204396)**

### 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> SNC05259635	<b>Agency Execution Date:</b> 05/25/2022 04
<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 Company of America

**DBE Load Information**

Letting ID: L220621  
Letting Date: 06/21/2022  
Call Order: 007  
Contract ID: C204396  
Project: NHPIM-0087(047)NHPIM-0087(047)NHPIM-0087(047)NHPIM-0087(047)  
Bid Total: \$20,874,781.11  
DBE Goal: 6.00% (\$1,252,486.87)

Vendor ID: 3516  
Vendor Name: Barnhill Contracting Company  
DBE Entered: 3.86% (\$806,022.40)

<u>Vendor ID</u>	<u>DBE Name</u>	<u>Is Supplier?</u>	<u>City/State</u>	<u>Goods/Service</u>	<u>Amount</u>
17171	ATCO TRANSPORT INC	False	P.O. Box 9068 CHESAPEAKE, VA 23321	SubContractor	220,110.00
3376	REYNOLDS FENCE & GUARDRAIL INC	False	9320 MACHADO DRIVE INDIAN TRAIL, NC 28079	SubContractor	415,720.00
11852	SADLER LANDSCAPING LLC	False	8122 NC HWY 32 S PLYMOUTH, NC 27962	SubContractor	170,192.40

Letting: L220621  
06/21/2022 02:00:00 PM

North Carolina Department of Transportation  
3516 - Barnhill Contracting Company

Contract ID: C204396  
Call: 007

BondID: SNC05259635

Surety Registry Agency: Surety2000

Verified?: 1

Surety Agency: Travelers Casualty and Surety Company of America

Bond Execution Date: 05/25/2022 04:13:36 PM

Line Number	Item Number	Quantity	Unit	Unit Price	Extension Price
Section 0001 ROADWAY ITEMS					
0001	0000100000-N MOBILIZATION	1.000	LS	\$793,000.0000	\$793,000.00
0002	0000400000-N CONSTRUCTION SURVEYING	1.000	LS	\$90,000.0000	\$90,000.00
0003	0008000000-E SUPPLEMENTARY CLEARING & GRUBBING	1.000	ACR	\$25,000.0000	\$25,000.00
0004	0022000000-E UNCLASSIFIED EXCAVATION	12800.000	CY	\$0.3500	\$4,480.00
0005	0106000000-E BORROW EXCAVATION	500.000	CY	\$36.7000	\$18,350.00
0006	0156000000-E REMOVAL OF EXISTING ASPHALT PAVEMENT	15600.000	SY	\$9.3500	\$145,860.00
0007	0196000000-E GEOTEXTILE FOR SOIL STABILIZATION	19200.000	SY	\$2.1000	\$40,320.00
0008	0318000000-E FOUNDATION CONDITIONING MATERIAL, MINOR STRUCTURES	90.000	TON	\$41.8500	\$3,766.50
0009	0320000000-E FOUNDATION CONDITIONING GEOTEXTILE	260.000	SY	\$3.4000	\$884.00
0010	0360000000-E 12" RC PIPE CULVERTS, CLASS III	48.000	LF	\$172.0000	\$8,256.00
0011	0366000000-E 15" RC PIPE CULVERTS, CLASS III	176.000	LF	\$172.0000	\$30,272.00
0012	0372000000-E 18" RC PIPE CULVERTS, CLASS III	184.000	LF	\$180.0000	\$33,120.00
0013	0378000000-E 24" RC PIPE CULVERTS, CLASS III	168.000	LF	\$196.0000	\$32,928.00
0014	0384000000-E 30" RC PIPE CULVERTS, CLASS III	104.000	LF	\$255.0000	\$26,520.00
0015	0390000000-E 36" RC PIPE CULVERTS, CLASS III	32.000	LF	\$345.0000	\$11,040.00
0016	0995000000-E PIPE REMOVAL	712.000	LF	\$14.5000	\$10,324.00
0017	1011000000-N FINE GRADING	1.000	LS	\$100,000.0000	\$100,000.00
0018	1099500000-E SHALLOW UNDERCUT	6500.000	CY	\$5.0000	\$32,500.00
0019	1099700000-E CLASS IV SUBGRADE STABILIZATION	9800.000	TON	\$18.0000	\$176,400.00
0020	1220000000-E INCIDENTAL STONE BASE	1000.000	TON	\$35.0000	\$35,000.00
0021	1297000000-E MILLING ASPHALT PAVEMENT, ****" DEPTH (1-1/2")	142490.000	SY	\$2.5000	\$356,225.00
0022	1297000000-E MILLING ASPHALT PAVEMENT, ****" DEPTH (2-1/4")	509010.000	SY	\$2.1500	\$1,094,371.50
0023	1308000000-E MILLING ASPHALT PAVEMENT, ****" TO *****" (1-1/2" TO 5-1/4")	5500.000	SY	\$2.9500	\$16,225.00

0024	1308000000-E	50040.000 SY	\$2.9500	\$147,618.00
	MILLING ASPHALT PAVEMENT, **** TO ***** (2-1/4" TO 6")			
0025	1491000000-E	10950.000 TON	\$56.0000	\$613,200.00
	ASPHALT CONC BASE COURSE, TYPE B25.0C			
0026	1503000000-E	5550.000 TON	\$57.5000	\$319,125.00
	ASPHALT CONC INTERMEDIATE COURSE, TYPE I19.0C			
0027	1524200000-E	66800.000 TON	\$60.0000	\$4,008,000.00
	ASPHALT CONC SURFACE COURSE, TYPE S9.5D			
0028	1575000000-E	780.000 TON	\$720.0000	\$561,600.00
	ASPHALT BINDER FOR PLANT MIX			
0029	1577000000-E	6210.000 TON	\$856.0000	\$5,315,760.00
	POLYMER MODIFIED ASPHALT BINDER FOR PLANT MIX			
0030	1662000000-E	27050.000 TON	\$80.0000	\$2,164,000.00
	OPEN-GRADED ASPHALT FRICTION COURSE, TYPE FC-1 MODIFIED			
0031	1820000000-E	23050.000 SY	\$1.7000	\$39,185.00
	ASPHALT SURFACE TREATMENT, FOG SEAL			
0032	1840000000-E	296410.000 LF	\$0.2500	\$74,102.50
	MILLED RUMBLE STRIPS (ASPHALT CONCRETE)			
0033	2099000000-E	100.000 LF	\$23.0000	\$2,300.00
	SHOULDER DRAIN			
0034	2110000000-E	100.000 LF	\$23.0000	\$2,300.00
	4" SHOULDER DRAIN PIPE			
0035	2121000000-E	100.000 LF	\$25.0000	\$2,500.00
	4" OUTLET PIPE FOR SHOULDER DRAINS			
0036	2132000000-N	5.000 EA	\$250.0000	\$1,250.00
	CONCRETE PAD FOR SHOULDER DRAIN PIPE OUTLET			
0037	2253000000-E	45.000 CY	\$2,400.0000	\$108,000.00
	PIPE COLLARS			
0038	2275000000-E	250.000 CY	\$200.0000	\$50,000.00
	FLOWABLE FILL			
0039	2365000000-N	3.000 EA	\$600.0000	\$1,800.00
	FRAME WITH TWO GRATES, STD 840.22			
0040	2473000000-N	57.000 EA	\$1,200.0000	\$68,400.00
	GENERIC DRAINAGE ITEM CONCRETE APRON			
0041	2619000000-E	120.000 SY	\$200.0000	\$24,000.00
	4" CONCRETE PAVED DITCH			
0042	3030000000-E	5125.000 LF	\$26.0000	\$133,250.00
	STEEL BEAM GUARDRAIL			
0043	3150000000-N	10.000 EA	\$58.0000	\$580.00
	ADDITIONAL GUARDRAIL POSTS			
0044	3210000000-N	5.000 EA	\$1,150.0000	\$5,750.00
	GUARDRAIL END UNITS, TYPE CAT-1			
0045	3287000000-N	77.000 EA	\$3,100.0000	\$238,700.00
	GUARDRAIL END UNITS, TYPE TL-3			
0046	3345000000-E	50.000 LF	\$12.0000	\$600.00
	REMOVE & RESET EXISTING GUARDRAIL			
0047	3347000000-E	900.000 LF	\$12.0000	\$10,800.00
	REMOVE & RESET EXISTING GUIDERAIL			
0048	3360000000-E	9000.000 LF	\$1.5000	\$13,500.00

REMOVE EXISTING GUARDRAIL				
0049	4400000000-E	584.000 SF	\$8.5600	\$4,999.04
	WORK ZONE SIGNS (STATIONARY)			
0050	4420000000-N	4.000 EA	\$11,000.0000	\$44,000.00
	PORTABLE CHANGEABLE MESSAGE SIGN			
0051	4423000000-N	10.000 EA	\$4,000.0000	\$40,000.00
	WORK ZONE DIGITAL SPEED LIMIT SIGNS			
0052	4510000000-N	3430.000 HR	\$62.0000	\$212,660.00
	LAW ENFORCEMENT			
0053	4600000000-N	4.000 EA	\$4,600.0000	\$18,400.00
	GENERIC TRAFFIC CONTROL ITEM CONNECTED LANE CLOSURE DEVICE			
0054	4600000000-N	33.000 EA	\$1,500.0000	\$49,500.00
	GENERIC TRAFFIC CONTROL ITEM DOUBLE LANE CLOSURE			
0055	4600000000-N	67.000 EA	\$1,800.0000	\$120,600.00
	GENERIC TRAFFIC CONTROL ITEM RAMP/LOOP CLOSURES			
0056	4600000000-N	12.000 EA	\$800.0000	\$9,600.00
	GENERIC TRAFFIC CONTROL ITEM RAMP/LOOP TRAFFIC CONTROL			
0057	4600000000-N	231.000 EA	\$2,300.0000	\$531,300.00
	GENERIC TRAFFIC CONTROL ITEM SINGLE LANE CLOSURE			
0058	4688000000-E	411590.000 LF	\$1.0000	\$411,590.00
	THERMOPLASTIC PAVEMENT MARKING LINES (6", 90 MILS)			
0059	4700000000-E	25130.000 LF	\$2.0000	\$50,260.00
	THERMOPLASTIC PAVEMENT MARKING LINES (12", 90 MILS)			
0060	4720000000-E	44.000 EA	\$125.0000	\$5,500.00
	THERMOPLASTIC PAVEMENT MARKING CHARACTER (90 MILS)			
0061	4725000000-E	128.000 EA	\$195.0000	\$24,960.00
	THERMOPLASTIC PAVEMENT MARKING SYMBOL (90 MILS)			
0062	4775000000-E	9250.000 LF	\$4.2500	\$39,312.50
	COLD APPLIED PLASTIC PAVEMENT MARKING LINES, TYPE ** (6") (II)			
0063	4785000000-E	400.000 LF	\$8.0000	\$3,200.00
	COLD APPLIED PLASTIC PAVEMENT MARKING LINES, TYPE ** (12") (II)			
0064	4815000000-E	411590.000 LF	\$0.3100	\$127,592.90
	PAINT PAVEMENT MARKING LINES (6")			
0065	4825000000-E	25130.000 LF	\$0.5500	\$13,821.50
	PAINT PAVEMENT MARKING LINES (12")			
0066	4835000000-E	610.000 LF	\$3.0000	\$1,830.00
	PAINT PAVEMENT MARKING LINES (24")			
0067	4840000000-N	44.000 EA	\$25.0000	\$1,100.00
	PAINT PAVEMENT MARKING CHARACTER			
0068	4845000000-N	128.000 EA	\$30.0000	\$3,840.00
	PAINT PAVEMENT MARKING SYMBOL			
0069	4855000000-E	9250.000 LF	\$1.3000	\$12,025.00
	REMOVAL OF PAVEMENT MARKING LINES (6")			
0070	4865000000-E	400.000 LF	\$2.5000	\$1,000.00
	REMOVAL OF PAVEMENT MARKING LINES (12")			
0071	4891000000-E	610.000 LF	\$15.0000	\$9,150.00
	GENERIC PAVEMENT MARKING ITEM THERMOPLASTIC PAVEMENT MARKING LINES (24", 90 MILS)			
0072	4895000000-N	2535.000 EA	\$45.0000	\$114,075.00



GENERIC PAVEMENT MARKING ITEM NON-CAST IRON SNOWPLOWABLE PAVEMENT MARKER

0073	4935000000-N	25.000 EA	\$36.5000	\$912.50
	FLEXIBLE DELINEATORS (CRYSTAL)			
0074	6000000000-E	34220.000 LF	\$1.9200	\$65,702.40
	TEMPORARY SILT FENCE			
0075	6012000000-E	325.000 TON	\$25.0000	\$8,125.00
	SEDIMENT CONTROL STONE			
0076	6042000000-E	2600.000 LF	\$3.5000	\$9,100.00
	1/4" HARDWARE CLOTH			
0077	6071010000-E	2600.000 LF	\$8.2200	\$21,372.00
	WATTLE			
0078	6084000000-E	7.000 ACR	\$2,850.0000	\$19,950.00
	SEEDING & MULCHING			
0079	7444000000-E	3000.000 LF	\$8.6000	\$25,800.00
	INDUCTIVE LOOP SAWCUT			
0080	8867000000-E	908.000 LF	\$116.0000	\$105,328.00
	GENERIC STRUCTURE ITEM SILICONE JOINT REPLACEMENT (1" TO 2" WIDE)			
0081	8867000000-E	908.000 LF	\$124.0000	\$112,592.00
	GENERIC STRUCTURE ITEM SILICONE JOINT REPLACEMENT (GREATER THAN 2" WIDE)			
0082	8867000000-E	2712.000 LF	\$107.7000	\$292,082.40
	GENERIC STRUCTURE ITEM SILICONE JOINT REPLACEMENT (LESS THAN 1" WIDE)			
0083	8881000000-E	12.000 CY	\$8,686.0000	\$104,232.00
	GENERIC STRUCTURE ITEM ASPHALT JOINT REPAIR/REPLACEMENT (18"-24" WIDE, WITH PLATE)			
0084	8881000000-E	29.300 CY	\$31,740.6100	\$929,999.87
	GENERIC STRUCTURE ITEM JOINT REPAIR USING ELASTOMERIC CONCRETE			
0085	8893000000-E	100.000 SY	\$2,362.5000	\$236,250.00
	GENERIC STRUCTURE ITEM CONCRETE DECK REPAIR (CLASS II) USING ELASTOMERIC CONCRETE			
0086	0227000000-E	6.500 ACR	\$1.0000	\$6.50
	GENERIC GRADING ITEM CLEARING & GRUBBING FOR WIDENING			
0087	1330000000-E	14550.000 SY	\$7.0000	\$101,850.00
	INCIDENTAL MILLING			

Section 0001 Total \$20,874,781.11

Item Total \$20,874,781.11

**ELECTRONIC BID SUBMISSION**

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

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

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

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

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

**DEBARMENT CERTIFICATION OF PREQUALIFIED BIDDER**

Conditions for certification:

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

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

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

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

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

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

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

#### **DEBARMENT CERTIFICATION**

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

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

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

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

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

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

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

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

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

**EXPLANATION:**

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### **Award Limits on Multiple Projects**

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

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

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

It is the desire of the Bidder to be awarded contracts, the value of which will not exceed a total of     for those

projects indicated herein, for which bids will be opened on     (MM/DD/YY)

The Award Limits shall apply to the following projects:

Contract Number  
County

Contract Number  
County

Contract Number  
County

Contract Number  
County

Contract Number  
County

Contract Number  
County

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

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

### DBE List Summary

Project: NHPIM-0087(047)

Bidder ID: 3516

Bid Total: 20,874,781.11

Business Name: Barnhill Contracting Company

Goal: 6.00% (1,252,486.87)

Total Entered: 3.86% (806,022.40)

<b>ID</b>	<b>Name</b>	<b>Is Supplier?</b>	<b>Item Count</b>	<b>Amount</b>	<b>Is Complete?</b>
17171	ATCO TRANSPORT INC	False	2	220,110.00	True
3376	REYNOLDS FENCE & GUARDRAIL INC	False	8	415,720.00	True
11852	SADLER LANDSCAPING LLC	False	5	170,192.40	True

Name: ATCO TRANSPORT INC ID: 17171

Address: P.O. Box 9068 CHESAPEAKE, VA 23321

Used As: SubContractor DBE Items Total:\$220,110.00

**Items for ATCO TRANSPORT INC**

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0001				
	ROADWAY ITEMS			
0028	1575000000-E	780.000 TON	\$11.5000	\$8,970.00
	ASPHALT BINDER FOR PLANT MIX			
	Note: Partial Asphalt Liquid Haul Only			
0029	1577000000-E	6210.000 TON	\$34.0000	\$211,140.00
	POLYMER MODIFIED ASPHALT BINDER FOR PLANT MIX			
	Note: Partial Asphalt Liquid Haul Only			
Section 0001 Total				\$220,110.00
Item Total				\$220,110.00

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Name: REYNOLDS FENCE & GUARDRAIL INC ID: 3376

Address: 9320 MACHADO DRIVE INDIAN TRAIL, NC 28079

Used As: SubContractor DBE Items Total:\$415,720.00

**Items for REYNOLDS FENCE & GUARDRAIL INC**

0001 ROADWAY ITEMS					
0001	0000100000-N	1.000	LS	\$12,540.0000	\$12,540.00
	MOBILIZATION				
Note: Partial Mobilization					
0042	3030000000-E	5125.000	LF	\$26.0000	\$133,250.00
	STEEL BEAM GUARDRAIL				
0043	3150000000-N	10.000	EA	\$58.0000	\$580.00
	ADDITIONAL GUARDRAIL POSTS				
0044	3210000000-N	5.000	EA	\$1,150.0000	\$5,750.00
	GUARDRAIL END UNITS, TYPE CAT-1				
0045	3287000000-N	77.000	EA	\$3,100.0000	\$238,700.00
	GUARDRAIL END UNITS, TYPE TL-3				
0046	3345000000-E	50.000	LF	\$12.0000	\$600.00
	REMOVE & RESET EXISTING GUARDRAIL				
0047	3347000000-E	900.000	LF	\$12.0000	\$10,800.00
	REMOVE & RESET EXISTING GUIDERAIL				
0048	3360000000-E	9000.000	LF	\$1.5000	\$13,500.00
	REMOVE EXISTING GUARDRAIL				
Section 0001 Total					\$415,720.00
Item Total					\$415,720.00

Name: SADLER LANDSCAPING LLC ID: 11852

Address: 8122 NC HWY 32 S PLYMOUTH, NC 27962

Used As: SubContractor DBE Items Total:\$170,192.40

**Items for SADLER LANDSCAPING LLC**

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0001	ROADWAY ITEMS				
0001	0000100000-N	1.000	LS	\$59,000.0000	\$59,000.00
	MOBILIZATION				
Note: Partial Mobilization					
0074	6000000000-E	34220.000	LF	\$1.9200	\$65,702.40
	TEMPORARY SILT FENCE				
0076	6042000000-E	2600.000	LF	\$3.5000	\$9,100.00
	1/4" HARDWARE CLOTH				
0077	6071010000-E	2000	LF	\$8.2200	\$16,440.00
	WATTLE				
Note: Partial					
0078	6084000000-E	7.000	ACR	\$2,850.0000	\$19,950.00
	SEEDING & MULCHING				
Section 0001 Total					\$170,192.40
Item Total					\$170,192.40

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THIS PROPOSAL CONTAINS THE FOLLOWING ERRORS/WARNINGS (IF ANY)  
DBE List Goal not met.

This Bid contains 1 amendment files

- 1 06/15/2022 ADD, DELETE & MODIFY ITEMS
- 2 06/15/2022 ADD ITEM

### Electronic Bid Submission

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

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

Signature \_\_\_\_\_

Agency \_\_\_\_\_

Date \_\_\_\_\_

Signature \_\_\_\_\_

Agency \_\_\_\_\_

Date \_\_\_\_\_

Signature \_\_\_\_\_

Agency \_\_\_\_\_

Date \_\_\_\_\_

## Attachments

Failure to complete and attach the Fuel Usage Factor Adjustment Form will result in using 2.90 gallons per ton as the Fuel Usage Factor for Diesel for the asphalt items included on the form. The contractor will not be permitted to change the option after the bids are submitted.

NOTE: The maximum upload limit is 5 MB.

Verify

Line #	ItemNumber	Sec #	Description	Quantity Unit	Unit Bid Price	Amount Bid
<b>ROADWAY ITEMS</b>						
0001	0000100000-N	800	MOBILIZATION	LUMP SUM	793,000.00	793,000.00
0002	0000400000-N	801	CONSTRUCTION SURVEYING	LUMP SUM	90,000.00	90,000.00
0003	0008000000-E	200	SUPPLEMENTARY CLEARING & GRUBBING	1 ACR	25,000.00	25,000.00
0004	0022000000-E	225	UNCLASSIFIED EXCAVATION	12,800 CY	0.35	4,480.00
0005	0106000000-E	230	BORROW EXCAVATION	500 CY	36.70	18,350.00
0006	0156000000-E	250	REMOVAL OF EXISTING ASPHALT PAVEMENT	15,600 SY	9.35	145,860.00
0007	0196000000-E	270	GEOTEXTILE FOR SOIL STABILIZATION	19,200 SY	2.10	40,320.00
0008	0318000000-E	300	FOUNDATION CONDITIONING MATERIAL, MINOR STRUCTURES	90 TON	41.85	3,766.50
0009	0320000000-E	300	FOUNDATION CONDITIONING GEOTEXTILE	260 SY	3.40	884.00
0010	0360000000-E	310	12" RC PIPE CULVERTS, CLASS III	48 LF	172.00	8,256.00
0011	0366000000-E	310	15" RC PIPE CULVERTS, CLASS III	176 LF	172.00	30,272.00
0012	0372000000-E	310	18" RC PIPE CULVERTS, CLASS III	184 LF	180.00	33,120.00
0013	0378000000-E	310	24" RC PIPE CULVERTS, CLASS III	168 LF	196.00	32,928.00
0014	0384000000-E	310	30" RC PIPE CULVERTS, CLASS III	104 LF	255.00	26,520.00
0015	0390000000-E	310	36" RC PIPE CULVERTS, CLASS III	32 LF	345.00	11,040.00
0016	0995000000-E	340	PIPE REMOVAL	712 LF	14.50	10,324.00
0017	1011000000-N	500	FINE GRADING	LUMP SUM	100,000.00	100,000.00
0018	1099500000-E	505	SHALLOW UNDERCUT	6,500 CY	5.00	32,500.00
0019	1099700000-E	505	CLASS IV SUBGRADE STABILIZATION	9,800 TON	18.00	176,400.00
0020	1220000000-E	545	INCIDENTAL STONE BASE	1,000 TON	35.00	35,000.00
0021	1297000000-E	607	MILLING ASPHALT PAVEMENT, **** DEPTH (1-1/2")	142,490 SY	2.50	356,225.00

Line #	ItemNumber	Sec #	Description	Quantity Unit	Unit Bid Price	Amount Bid
0022	1297000000-E	607	MILLING ASPHALT PAVEMENT, **** DEPTH (2-1/4")	509,010 SY	2.15	1,094,371.50
0023	1308000000-E	607	MILLING ASPHALT PAVEMENT, **** TO ***** (1-1/2" TO 5-1/4")	5,500 SY	2.95	16,225.00
0024	1308000000-E	607	MILLING ASPHALT PAVEMENT, **** TO ***** (2-1/4" TO 6")	50,040 SY	2.95	147,618.00
0025	1491000000-E	610	ASPHALT CONC BASE COURSE, TYPE B25.0C	10,950 TON	56.00	613,200.00
0026	1503000000-E	610	ASPHALT CONC INTERMEDIATE COURSE, TYPE I19.0C	5,550 TON	57.50	319,125.00
0027	1524200000-E	610	ASPHALT CONC SURFACE COURSE, TYPE S9.5D	66,800 TON	60.00	4,008,000.00
0028	1575000000-E	620	ASPHALT BINDER FOR PLANT MIX	780 TON	720.00	561,600.00
0029	1577000000-E	620	POLYMER MODIFIED ASPHALT BINDER FOR PLANT MIX	6,210 TON	856.00	5,315,760.00
0030	1662000000-E	650	OPEN-GRADED ASPHALT FRICTION COURSE, TYPE FC-1 MODIFIED	27,050 TON	80.00	2,164,000.00
0031	1820000000-E	SP	ASPHALT SURFACE TREATMENT, FOG SEAL	23,050 SY	1.70	39,185.00
0032	1840000000-E	665	MILLED RUMBLE STRIPS (ASPHALT CONCRETE)	296,410 LF	0.25	74,102.50
0033	2099000000-E	816	SHOULDER DRAIN	100 LF	23.00	2,300.00
0034	2110000000-E	816	4" SHOULDER DRAIN PIPE	100 LF	23.00	2,300.00
0035	2121000000-E	816	4" OUTLET PIPE FOR SHOULDER DRAINS	100 LF	25.00	2,500.00
0036	2132000000-N	816	CONCRETE PAD FOR SHOULDER DRAIN PIPE OUTLET	5 EA	250.00	1,250.00
0037	2253000000-E	840	PIPE COLLARS	45 CY	2,400.00	108,000.00
0038	2275000000-E	SP	FLOWABLE FILL	250 CY	200.00	50,000.00
0039	2365000000-N	840	FRAME WITH TWO GRATES, STD 840.22	3 EA	600.00	1,800.00
0040	2473000000-N	SP	GENERIC DRAINAGE ITEM CONCRETE APRON	57 EA	1,200.00	68,400.00
0041	2619000000-E	850	4" CONCRETE PAVED DITCH	120 SY	200.00	24,000.00
0042	3030000000-E	862	STEEL BEAM GUARDRAIL	5,125 LF	26.00	133,250.00

Line #	ItemNumber	Sec #	Description	Quantity Unit	Unit Bid Price	Amount Bid
0043	3150000000-N	862	ADDITIONAL GUARDRAIL POSTS	10 EA	58.00	580.00
0044	3210000000-N	862	GUARDRAIL END UNITS, TYPE CAT-1	5 EA	1,150.00	5,750.00
0045	3287000000-N	SP	GUARDRAIL END UNITS, TYPE TL-3	77 EA	3,100.00	238,700.00
0046	3345000000-E	864	REMOVE & RESET EXISTING GUARDRAIL	50 LF	12.00	600.00
0047	3347000000-E	864	REMOVE & RESET EXISTING GUIDERAIL	900 LF	12.00	10,800.00
0048	3360000000-E	863	REMOVE EXISTING GUARDRAIL	9,000 LF	1.50	13,500.00
0049	4400000000-E	1110	WORK ZONE SIGNS (STATIONARY)	584 SF	8.56	4,999.04
0050	4420000000-N	1120	PORTABLE CHANGEABLE MESSAGE SIGN	4 EA	11,000.00	44,000.00
0051	4423000000-N	SP	WORK ZONE DIGITAL SPEED LIMIT SIGNS	10 EA	4,000.00	40,000.00
0052	4510000000-N	1190	LAW ENFORCEMENT	3,430 HR	62.00	212,660.00
0053	4600000000-N	SP	GENERIC TRAFFIC CONTROL ITEM CONNECTED LANE CLOSURE DEVICE	4 EA	4,600.00	18,400.00
0054	4600000000-N	SP	GENERIC TRAFFIC CONTROL ITEM DOUBLE LANE CLOSURE	33 EA	1,500.00	49,500.00
0055	4600000000-N	SP	GENERIC TRAFFIC CONTROL ITEM RAMP/LOOP CLOSURES	67 EA	1,800.00	120,600.00
0056	4600000000-N	SP	GENERIC TRAFFIC CONTROL ITEM RAMP/LOOP TRAFFIC CONTROL	12 EA	800.00	9,600.00
0057	4600000000-N	SP	GENERIC TRAFFIC CONTROL ITEM SINGLE LANE CLOSURE	231 EA	2,300.00	531,300.00
0058	4688000000-E	1205	THERMOPLASTIC PAVEMENT MARKING LINES (6", 90 MILS)	411,590 LF	1.00	411,590.00
0059	4700000000-E	1205	THERMOPLASTIC PAVEMENT MARKING LINES (12", 90 MILS)	25,130 LF	2.00	50,260.00
0060	4720000000-E	1205	THERMOPLASTIC PAVEMENT MARKING CHARACTER (90 MILS)	44 EA	125.00	5,500.00
0061	4725000000-E	1205	THERMOPLASTIC PAVEMENT MARKING SYMBOL (90 MILS)	128 EA	195.00	24,960.00
0062	4775000000-E	1205	COLD APPLIED PLASTIC PAVEMENT MARKING LINES, TYPE ** (6") (II)	9,250 LF	4.25	39,312.50
0063	4785000000-E	1205	COLD APPLIED PLASTIC PAVEMENT MARKING LINES, TYPE ** (12") (II)	400 LF	8.00	3,200.00
0064	4815000000-E	1205	PAINT PAVEMENT MARKING LINES (6")	411,590 LF	0.31	127,592.90

Line #	ItemNumber	Sec #	Description	Quantity Unit	Unit Bid Price	Amount Bid
0065	4825000000-E	1205	PAINT PAVEMENT MARKING LINES (12")	25,130 LF	0.55	13,821.50
0066	4835000000-E	1205	PAINT PAVEMENT MARKING LINES (24")	610 LF	3.00	1,830.00
0067	4840000000-N	1205	PAINT PAVEMENT MARKING CHARACTER	44 EA	25.00	1,100.00
0068	4845000000-N	1205	PAINT PAVEMENT MARKING SYMBOL	128 EA	30.00	3,840.00
0069	4855000000-E	1205	REMOVAL OF PAVEMENT MARKING LINES (6")	9,250 LF	1.30	12,025.00
0070	4865000000-E	1205	REMOVAL OF PAVEMENT MARKING LINES (12")	400 LF	2.50	1,000.00
0071	4891000000-E	1205	GENERIC PAVEMENT MARKING ITEM THERMOPLASTIC PAVEMENT MARKING LINES (24", 90 MILS)	610 LF	15.00	9,150.00
0072	4895000000-N	SP	GENERIC PAVEMENT MARKING ITEM NON-CAST IRON SNOWPLOWABLE PAVEMENT MARKER	2,535 EA	45.00	114,075.00
0073	4935000000-N	1267	FLEXIBLE DELINEATORS (CRYSTAL)	25 EA	36.50	912.50
0074	6000000000-E	1605	TEMPORARY SILT FENCE	34,220 LF	1.92	65,702.40
0075	6012000000-E	1610	SEDIMENT CONTROL STONE	325 TON	25.00	8,125.00
0076	6042000000-E	1632	1/4" HARDWARE CLOTH	2,600 LF	3.50	9,100.00
0077	6071010000-E	SP	WATTLE	2,600 LF	8.22	21,372.00
0078	6084000000-E	1660	SEEDING & MULCHING	7 ACR	2,850.00	19,950.00
0079	7444000000-E	1725	INDUCTIVE LOOP SAWCUT	3,000 LF	8.60	25,800.00
0080	8867000000-E	SP	GENERIC STRUCTURE ITEM SILICONE JOINT REPLACEMENT (1" TO 2" WIDE)	908 LF	116.00	105,328.00
0081	8867000000-E	SP	GENERIC STRUCTURE ITEM SILICONE JOINT REPLACEMENT (GREATER THAN 2" WIDE)	908 LF	124.00	112,592.00
0082	8867000000-E	SP	GENERIC STRUCTURE ITEM SILICONE JOINT REPLACEMENT (LESS THAN 1" WIDE)	2,712 LF	107.70	292,082.40
0083	8881000000-E	SP	GENERIC STRUCTURE ITEM ASPHALT JOINT REPAIR/REPLACEMENT (18"-24" WIDE, WITH PLATE)	12 CY	8,686.00	104,232.00



## Contract Item Sheets For C204396

Line #	ItemNumber	Sec #	Description	Quantity Unit	Unit Bid Price	Amount Bid
0084	8881000000-E	SP	GENERIC STRUCTURE ITEM JOINT REPAIR USING ELASTOMERIC CONCRETE	29.3 CY	31,740.61	929,999.87
0085	8893000000-E	SP	GENERIC STRUCTURE ITEM CONCRETE DECK REPAIR (CLASS II) USING ELASTOMERIC CONCRETE	100 SY	2,362.50	236,250.00
0086	0227000000-E	SP	GENERIC GRADING ITEM CLEARING & GRUBBING FOR WIDENING	6.5 ACR	1.00	6.50
0087	1330000000-E	607	INCIDENTAL MILLING	14,550 SY	7.00	101,850.00
TOTAL AMOUNT OF BID FOR ENTIRE PROJECT						\$20,874,781.11

Contract No. C204396  
County Edgecombe, Nash

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 bona fide 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

PO Box 7948, Rocky Mount, NC 27804

Address as Prequalified

Attest

Gwendolyn F. Hinnant  
Secretary/Assistant Secretary  
Select appropriate title

By

William H. Wilfong  
President/Vice President/Assistant Vice President  
Select appropriate title

Gwendolyn F. Hinnant

Print or type Signer's name

William H. Wilfong

Print or type Signer's name



## 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.**     **C204396**

**County (ies):**     **Edgecombe, Nash**

ACCEPTED BY THE  
DEPARTMENT OF TRANSPORTATION

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

07/21/2022  
\_\_\_\_\_  
Date

Execution of Contract and Bonds  
Approved as to Form:

DocuSigned by:  
*Scott Beaver*  
55FE7B40AA93401...  
\_\_\_\_\_  
Attorney General

07/21/2022  
\_\_\_\_\_  
Date

Contract No. C204396  
County Edgcombe, Nash

Rev. 11-1-12

Bond No. 107627997

**North Carolina Department of Transportation**

**CONTRACT PAYMENT BOND**

Date of Payment Bond Execution July 5, 2022

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 Drive , Raleigh, NC 27610

Amount of Bond: Twenty Million Eight Hundred Seventy Four Thousand Seven Hundred Eighty One Dollars and 11/100 **\$20,874,781.11**

Contract ID No.: C204396

County Name: Edgcombe, Nash

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. C204396  
County Edgcombe, Nash

Rev. 11-1-12

### CONTRACT PAYMENT BOND

*Affix Seal of Surety Company*

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



By Angela D. Ramsey, Attorney-in-Fact  
Print, stamp or type name of Attorney-in-Fact

Angela D. Ramsey  
Signature of Attorney-in-Fact

Jennifer C. Hoehn  
Signature of Witness

Jennifer C. Hoehn  
Print or type Signer's name

6100 Fairview Rd.  
Charlotte, NC 28210  
Address of Attorney-in-Fact

Contract No. C204396  
County Edcombe, Nash

Rev. 11-1-12

**CONTRACT PAYMENT BOND**

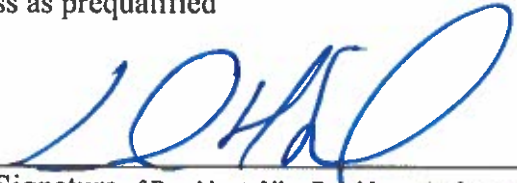
**CORPORATION**

SIGNATURE OF CONTRACTOR (Principal)

Barnhill Contracting Company  
Full name of Corporation

PO Box 7948, Rocky Mount, NC 27804  
Address as prequalified

By

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

William H. Wilfong  
Print or type Signer's name

*Affix Corporate Seal*



Attest

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

Gwendolyn F. Hinnant  
Print or type Signer's name



Contract No. C204396  
County Edcombe, Nash

Rev. 11-1-12

Bond No. 107627997

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

Date of Performance Bond Execution: July 5, 2022

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 Drive , Raleigh, NC 27610

Amount of Bond: Twenty Million Eight Hundred Seventy Four Thousand Seven Hundred Eighty One Dollars and 11/100 **\$20,874,781.11**

Contract ID No.: C204396

County Name: Edcombe, Nash

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. C204396  
County Edcombe, Nash

Rev. 11-1-12

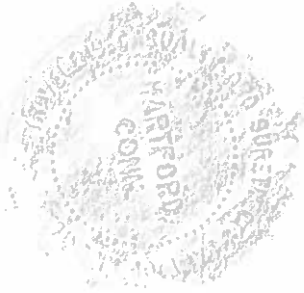
**CONTRACT PERFORMANCE BOND**

*Affix Seal of Surety Company*

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



By Angela D. Ramsey, Attorney-in-Fact  
Print, stamp or type name of Attorney-in-Fact



Angela Ramsey  
Signature of Attorney-in-Fact

Jennifer C. Hoehn  
Signature of Witness

Jennifer C. Hoehn  
Print or type Signer's name

6100 Fairview Rd.  
Charlotte, NC 28210  
Address of Attorney-in-Fact

Contract No.  
County

C204396  
Edgcombe, Nash

Rev. 11-1-12

**CONTRACT PERFORMANCE BOND**  
**CORPORATION**

SIGNATURE OF CONTRACTOR (Principal)

Barnhill Contracting Company  
Full name of Corporation

PO Box 7948, Rocky Mount, NC 27804  
Address as prequalified

By



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

William H. Wilfong  
Print or type Signer's name

*Affix Corporate Seal*

Attest

Gwendolyn F. Hinant  
Signature of ~~Secretary, Assistant Secretary~~  
Select appropriate title

Gwendolyn F. Hinant  
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  
Farmington Casualty Company**

**POWER OF ATTORNEY**

**KNOW ALL MEN BY THESE PRESENTS:** That Travelers Casualty and Surety Company of America, Travelers Casualty and Surety Company, St. Paul Fire and Marine Insurance Company, and Farmington Casualty 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 Angela D. Ramsey of Charlotte, NC, their true and lawful Attorney(s)-in-Fact to sign, execute, seal and acknowledge the following bond:

**Surety Bond No.:** 107627997  
**OR**

**Principal:** Barnhill Contracting Company  
**Obligee:** North Carolina Department of Transportation

**Project Description:** C204396 - Edgecombe County & Nash County : Pavement Rehabilitation - US64 (Future I-87) From SR-1603 (Old Carriage Rd) to SR-1225 (Kingsboro Rd)

**IN WITNESS WHEREOF,** the Companies have caused this instrument to be signed, and their corporate seals to be hereto affixed, this 21st day of April, 2021.



State of Connecticut

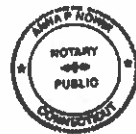
By:   
Robert L. Raney, Senior Vice President

City of Hartford ss.

On this the 21st day of April, 2021, before me personally appeared Robert L. Raney, who acknowledged himself to be the Senior Vice President of each of the Companies, and that he, as such, being authorized so to do, executed the foregoing instrument for the purposes therein contained by signing on behalf of said Companies 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, 2026



  
Anna P. Nowik, Notary Public

This Power of Attorney is granted under and by the authority of the following resolutions adopted by the Boards of Directors of each of the Companies, 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

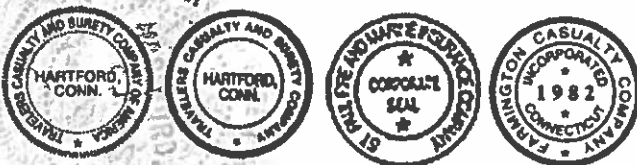
**FURTHER RESOLVED,** that the Chairman, the President, any Vice Chairman, any Executive Vice President, any Senior Vice President or any Vice President may delegate all or any part of the foregoing authority to one or more officers or employees of this Company, provided that each such delegation is 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 each of the Companies, 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 5th day of July, 2022.



  
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 above-named Attorney(s)-in-Fact and the details of the bond to which this Power of Attorney is attached.