

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

C203192

CONTRACT AND  
CONTRACT BONDS

FOR CONTRACT NO. C203192

WBS 3CR.10101.138, 3CR.10651.138, 3CR.20101.138, 3CR.20651.138, 45242.3.1, 46280.3.3  
STATE FUNDED, STP-0076(9), IMPP-040-5(57)390

T.I.P NO. W-5132, I-5203B

COUNTY OF BRUNSWICK, NEW HANOVER, PENDER  
THIS IS THE ROADWAY CONTRACT  
ROUTE NUMBER LENGTH 48.461 MILES  
LOCATION VARIOUS SECTIONS OF I-40 RAMPS, US-74, US-76, US-117,  
US-117/NC-132 & NC-133 AND 21 SECTIONS OF SECONDARY ROADS.

CONTRACTOR S. T. WOOTEN CORPORATION  
ADDRESS P.O. BOX 2408  
WILSON, NC 278942408

BIDS OPENED JANUARY 15, 2013  
CONTRACT EXECUTION FEB 18 2013

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

PROPOSAL

DATE AND TIME OF BID OPENING: **JANUARY 15, 2013 AT 2:00 PM**

CONTRACT ID C203192

WBS 3CR.10101.138, 3CR.10651.138, 3CR.20101.138, 3CR.20651.138, 45242.3.1, 46280.3.3

FEDERAL AID NO. STATE FUNDED, STP-0076(9), IMPP-040-5(57)390

COUNTY BRUNSWICK, NEW HANOVER, PENDER

T.I.P. NO. W-5132, I-5203B

MILES 48.461

ROUTE NO.

LOCATION VARIOUS SECTIONS OF I-40 RAMPS, US-74, US-76, US-117,  
US-117/NC-132 & NC-133 AND 21 SECTIONS OF SECONDARY ROADS.

TYPE OF WORK MILLING, WIDENING, RESURFACING & SHOULDER RECONSTRUCTION

**NOTICE:**

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

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

THIS IS A ROADWAY PROPOSAL

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

**PROPOSAL FOR THE CONSTRUCTION OF  
CONTRACT No. C203192 IN NEW HANOVER, BRUNSWICK, PENDER 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. C203192; 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 2012 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. C203192 in New Hanover, Brunswick, Pender 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.

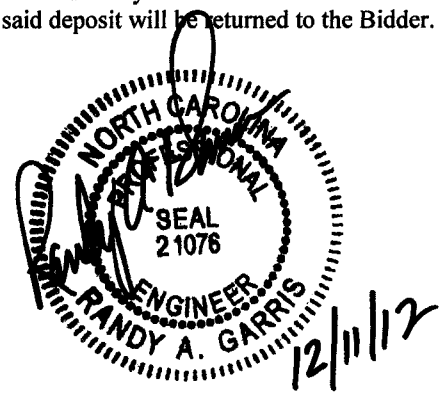
The published volume entitled *North Carolina Department of Transportation, Raleigh, Standard Specifications for Roads and Structures, January 2012* with all amendments and supplements thereto, is by reference incorporated into and made a part of this contract; that, except as herein modified, all the 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

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**PROPOSAL ITEM SHEET AND SIGNATURE SHEET**

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SIGNATURE SHEET (BID ACCEPTANCE BY DEPARTMENT)

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

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

108

SPI G10 A

The date of availability for this contract is **March 18, 2013**.

The completion date for this contract is **June 28, 2014**.

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

The liquidated damages for this contract are **One Thousand Five Hundred Dollars (\$1,500.00)** per calendar day.

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

The Contractor shall complete all work required on **Maps 7, 8, 9, 10, 11, 16 and 29** and shall place and maintain traffic on same.

The date of availability for this intermediate contract time is **March 18, 2013**.

The completion date for this intermediate contract time is **May 23, 2013**.

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

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

(2-20-07)

108

SPI G14 A

The Contractor shall complete the required work of installing, maintaining, and removing the traffic control devices for lane closures and restoring traffic to the existing traffic pattern. The Contractor shall not close or narrow a lane of traffic on **the following maps** during the following time restrictions:

**DAY AND TIME RESTRICTIONS****MAP NO. 1**

**(NC 133, from SR 1518 (Daw's Creek) to 0.28 Mile South of SR 1554 (Old River Road)**

**Monday through Friday 6:00 AM TO 9:00 AM and 4:00 PM TO 6:00 PM**

**Monday through Friday 2:00 PM TO 4:00 PM when school is in session at  
Belville Elementary School**

**between SR 1547 (Brunswick Place S.E.) to 0.28 Mile South of SR 1554 (Old River Road)**

**MAP NO. 2 (US 117/NC 132 SBL N. College Road)**

**Monday through Friday 6:00 AM TO 9:00 AM and 4:00 PM TO 6:00 PM**

**MAP NO. 4****(US 117/NC 132 S. College Road from Shipyard Boulevard to SR 2313 (Wilshire))****Monday through Sunday 6:00 AM TO 8:00 PM****MAP NO. 5****(US 117 SBL Shipyard Boulevard from NC 132 (South College) to 0.20 Mile South of US 421)****Monday through Sunday 6:00 AM TO 8:00 PM****MAP NO. 6****(US 117 NBL Shipyard Boulevard from 0.045 Mile South of US 421 to NC 132 (South College))****Monday through Sunday 6:00 AM TO 8:00 PM****MAPS NO. 7, 8, 9, 10, 11 (US 74 Eastwood Road)****Monday through Sunday 6:00 AM TO 8:00 PM****MAP NO. 12****(US 76 Oleander Drive from 0.05 Mile West of Hawthorne Drive (Non-System) to  
0.15 Mile South of US 74 (Eastwood Road))****Monday through Sunday 6:00 AM TO 8:00 PM****MAP NO. 29 (SR 1409 Military Cutoff Road)****Monday through Sunday 6:00 AM TO 8:00 PM****MAP NO. 34 (US 76 Oleander Drive Right-Turn Lane)****Monday through Sunday 6:00 AM TO 8:00 PM**

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

**HOLIDAY AND HOLIDAY WEEKEND LANE CLOSURE RESTRICTIONS**

1. For **unexpected occurrence** that creates unusually high traffic volumes, as directed by the Engineer.
2. For **New Year's Day**, between the hours of **6:00 a.m.** December 31st and **6:00 a.m.** January 2nd. If New Year's Day is on a Friday, Saturday, Sunday or Monday, then until **6:00 a.m.** the following Tuesday.
3. For **Easter**, between the hours of **6:00 a.m.** Thursday and **6:00 a.m.** Monday. (for Map 16 – from 6:00 a.m. on Thursday 3/28/2013 through 8:30 a.m. on Monday 4/08/2013)
4. For **Memorial Day**, between the hours of **6:00 a.m.** Friday and **6:00 a.m.** Tuesday.
5. For **Independence Day**, between the hours of **6:00 a.m.** the day before Independence Day and **6:00 a.m.** the day after Independence Day.

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

6. For **Labor Day**, between the hours of **6:00 a.m.** Friday and **6:00 a.m.** Tuesday.
7. For **Thanksgiving Day**, between the hours of **6:00 a.m.** Tuesday and **6:00 a.m.** Monday.
8. For **Christmas**, between the hours of **6:00 a.m.** the Friday before the week of Christmas Day and **6:00 a.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 **are** not required during these periods, unless otherwise directed by the Engineer.

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

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

The liquidated damages are **One Thousand Dollars (\$1,000.00)** per **fifteen (15) minutes**.

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

(2-20-07)

108

SPI G14 C

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 **Maps 14, 16 thru 18, 30 thru 33** during the following time restrictions:

**DAY AND TIME RESTRICTIONS**

**MAP NO. 14 (SR 1119 Stanley Road)**

**Monday through Friday 6:00 AM TO 8:30 AM**

**MAP NO. 16 (SR 1184 Ocean Isle Beach Road)**

**Monday through Friday 6:00 AM TO 8:30 AM**

**MAP NO. 17 (SR 1302 23<sup>rd</sup> Street) and MAP NO. 18 (SR 1175 Kerr Avenue)**

**Monday through Friday 6:00 AM TO 9:00 AM and 4:00 PM TO 6:00 PM**

**MAP NO. 18, 30, 31, 32, 33 (SR 2048 Gordon Road)**

**Monday through Friday 6:00 AM TO 9:00 AM and 4:00 PM TO 6:00 PM**

The time of availability for this intermediate contract time will be the time the Contractor begins to install traffic control devices required for the lane closures according to the time restrictions stated herein.



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

The liquidated damages are **One Thousand Dollars (\$1,000.00)** per hour.

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

(2-20-07)

108

SP1 G14 D

The Contractor shall complete the required work of installing, maintaining and removing the traffic control devices for road closures and restoring traffic to the existing traffic pattern. The Contractor shall not close **Map 3 – US 117/NC 132 NBL (N. College Road)** during the following time restrictions:

**DAY AND TIME RESTRICTIONS**

**Monday through Sunday from 6:00 AM to 7:00 PM**

The time of availability for this intermediate contract time will be the time the Contractor begins to install traffic control devices required for road closures according to the time restrictions stated herein.

The completion time for this intermediate contract time will be the time the Contractor is required to complete the removal of traffic control devices required for the road closures according to the time restrictions stated herein and restore traffic to the existing traffic pattern

The liquidated damages are **One Thousand Dollars (\$1,000.00)** per hour.

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

(2-20-07)

108

SP1 G14 D

The Contractor shall complete the required work of installing, maintaining and removing the traffic control devices for road closures and restoring traffic to the existing traffic pattern. The Contractor shall not close **Map 35 through 55, I-40 Exit/Entrance/Loops 390, 398, 408, 414, and 420** during the following time restrictions:

**DAY AND TIME RESTRICTIONS**

**MAPS NO. 35, 36, 37, 38**

**Sunday – Thursday 6:00 AM to 9:00 AM and Friday 6:00 AM to Saturday 9:00 AM**

**MAPS NO. 39, 40, 47, 48, 49, 50**

**Sunday – Thursday 6:00 AM to 7:00 PM and Friday 6:00 AM to Saturday 7:00 PM**

**MAPS NO. 41, 42, 51, 52, 53, 54, 55**

**Tuesday – Saturday 6:00 AM to 7:00 PM and Sunday 6:00 AM to Monday 7:00 PM**

**MAPS NO. 43, 44, 45, 46**

**Tuesday – Saturday 6:00 AM to 9:00 AM and Sunday 6:00 AM to Monday 9:00 AM**

The time of availability for this intermediate contract time will be the time the Contractor begins to install traffic control devices required for road closures according to the time restrictions stated herein.

The completion time for this intermediate contract time will be the time the Contractor is required to complete the removal of traffic control devices required for the road closures according to the time restrictions stated herein and restore traffic to the existing traffic pattern

The liquidated damages are **One Thousand Dollars (\$1,000.00)** per hour.

#### **LOOP INSTALLATION:**

1. Time Restrictions for installation of inductive or traffic count loops on any map:

The Contractor shall complete the work required of installing each new inductive loop or traffic count 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 each inductive loop installation will be the date when the Contractor elects to disturb the existing inductive or traffic count loop.

The completion date for each inductive loop installation will be the date which is three (3) consecutive calendar days after the date of availability.

For maps with a milling depth of 2 inches or less, Signal Loops shall be installed In Accordance With standard drawing "DEEP-CUT INDUCTIVE DETECTION LOOPS (FOR INSTALLATION PRIOR TO MILLING)", and prior to the milling. A two-part Loop Sealant shall be used and the minimum curing time, as recommended by the manufacturer, shall be met prior to beginning the milling.

#### **PROSECUTION OF WORK:**

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

108

SP1 G15R

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

In the event that the Contractor's operations are suspended in violation of the above provisions, the sum of **\$1,500.00** will be charged the Contractor for each and every calendar day that such suspension takes place. The said amount is hereby agreed upon as liquidated damages due to extra engineering and maintenance costs and due to increased public hazard resulting from a suspension of the work. Liquidated damages chargeable due to suspension of the work will be additional to any liquidated damages that may become chargeable due to failure to complete the work on time.

**RAILROAD GRADE CROSSING:**

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

107-9

SP1 G17R

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

**MAJOR CONTRACT ITEMS:**

(2-19-02)

104

SP1 G28

The following listed items are the major contract items for this contract (see Article 104-5 of the *2012 Standard Specifications*):

| Line # | Description                                       |
|--------|---|
| 17     | Asphalt Concrete Intermediate Course, Type I19.0B |
| 19     | Asphalt Concrete Surface Course, Type S9.5B       |
| 20     | Asphalt Concrete Surface Course, Type S9.5C       |

**SPECIALTY ITEMS:**

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

108-6

SP1 G37

Items listed below will be the specialty items for this contract (see Article 108-6 of the *2012 Standard Specifications*).

| Line #               | Description                 |
|----------------------|-----------------------------|
| 60 thru 70<br>and 82 | Long-Life Pavement Markings |
| 71 thru 74           | Removable Tape              |
| 88 and 89            | Permanent Pavement Markers  |
| 92 thru 103          | Erosion Control             |
| 104 thru 116         | Signals/ITS System          |

**FUEL PRICE ADJUSTMENT:**

(11-15-05) (Rev. 1-17-12)

109-8

SP1 G43

Revise the *2012 Standard Specifications* as follows:

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

The base index price for DIESEL #2 FUEL is **\$3.3899** per gallon. Where any of the following are included as pay items in the contract, they will be eligible for fuel price adjustment.

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

| Description                     | Units   | Fuel Usage<br>Factor Diesel |
|---------------------------------|---------|-----------------------------|
| Unclassified Excavation         | Gal/CY  | 0.29                        |
| Borrow Excavation               | Gal/CY  | 0.29                        |
| Class IV Subgrade Stabilization | Gal/Ton | 0.55                        |
| Aggregate Base Course           | Gal/Ton | 0.55                        |

|  |         |       |
|--|---------|-------|
| Asphalt Concrete Base Course, Type _____         | Gal/Ton | 2.90  |
| Asphalt Concrete Intermediate Course, Type _____ | Gal/Ton | 2.90  |
| Asphalt Concrete Surface Course, Type _____      | Gal/Ton | 2.90  |
| Open-Graded Asphalt Friction Course              | Gal/Ton | 2.90  |
| Sand Asphalt Surface Course, Type _____          | Gal/Ton | 2.90  |
| Aggregate for Cement Treated Base Course         | Gal/Ton | 0.55  |
| Portland Cement for Cement Treated Base Course   | Gal/Ton | 0.55  |
| ____ " Portland Cement Concrete Pavement         | Gal/SY  | 0.245 |
| Concrete Shoulders Adjacent to ____ " Pavement   | Gal/SY  | 0.245 |

**SCHEDULE OF ESTIMATED COMPLETION PROGRESS:**

(7-15-08) (Rev. 6-19-12)

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> |
|------|---------------------------|--|
| 2013 | (7/01/12 - 6/30/13)       | 34% of Total Amount Bid                    |
| 2014 | (7/01/13 - 6/30/14)       | 66% of Total Amount Bid                    |

The Contractor shall also furnish his own progress schedule in accordance with Article 108-2 of the *2012 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. 1-17-12)

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.

*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.  
<http://www.ncdot.org/doh/forms/files/DBE-IS.xls>

*RF-1 DBE Replacement Request Form* - Form for replacing a committed DBE.  
[https://apps.dot.state.nc.us/\\_includes/download/external.html?pdf=http%3A//www.ncdot.gov/doh/forms/files/RF-1.pdf](https://apps.dot.state.nc.us/_includes/download/external.html?pdf=http%3A//www.ncdot.gov/doh/forms/files/RF-1.pdf)

*SAF Subcontract Approval Form* - Form required for approval to sublet the contract.  
[http://www.ncdot.org/doh/operations/dp\\_chief\\_eng/constructionunit/saf.xls](http://www.ncdot.org/doh/operations/dp_chief_eng/constructionunit/saf.xls)

*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.

<https://apps.dot.state.nc.us/includes/download/external.html?pdf=http%3A//www.ncdot.gov/doh/forms/files/JC-1.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 amount listed at the time of bid.

<http://www.ncdot.org/doh/preconstruct/ps/contracts/letterofintent.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://www.ncdot.gov/doh/preconstruct/ps/word/MISC2.doc>

*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://www.ncdot.gov/business/ocs/goodfaith/excel/Ex\\_Subcontractor\\_Quote\\_Comparison.xls](http://www.ncdot.gov/business/ocs/goodfaith/excel/Ex_Subcontractor_Quote_Comparison.xls)

## **DBE Goal**

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

Disadvantaged Business Enterprises **8.0%**

- (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://partner.ncdot.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 Expedite, the bidding software of Bid Express®.

- (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 Expedite, 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**

**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.

- (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.

- (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 DBE goal.
- (2) *If the DBE goal is zero*, bidders, at the time the bid proposal is submitted, shall enter the word "None"; or the number "0"; or if there is participation, add the value on the *Listing of DBE Subcontractors* contained elsewhere in the contract documents.

### **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 no later than 12:00 noon 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 12:00 noon 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 no later than 12:00 noon 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 12:00 noon 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 12:00 noon 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 the next official state business day. If the contractor cannot send the information electronically, then one complete set and 9 copies of this information shall be received under the same time constraints above.

Note: Where the information submitted includes repetitious solicitation letters, it will be acceptable to submit a representative letter along with a distribution list of the firms that were solicited. Documentation of 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 and/or written notices 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. This includes, where appropriate, breaking 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.

- (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, so as 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 Development Manager in the Business Opportunity and Work Force Development Unit 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 Contractor Utilization Engineer will notify the contractor verbally and in writing of non-good faith. A contractor may appeal a determination of non-good faith made by the Goal Compliance Committee. If a contractor wishes to appeal the determination made by the Committee, they shall provide written notification to the State Contractual Services Engineer or at [DBE@ncdot.gov](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 firm (or an approved substitute DBE firm) to meet all or part of a contract goal requirement, the contractor shall not terminate the DBE 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. A DBE may only be terminated after receiving the Engineer's written approval based upon a finding of good cause for the termination.

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.

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).

**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.

(A) Electronic Bids Reporting

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

(B) Paper Bids Reporting

The Contractor shall report the accounting of payments on the Department's DBE-IS (*Subcontractor Payment Information*) with each invoice. Invoices will not be processed for payment until the DBE-IS is received.

**Failure to Meet Contract Requirements**

Failure to meet contract requirements in accordance with Subarticle 102-15(J) of the *2012 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).

**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.

**SUBSURFACE INFORMATION:**

(7-1-95)

450

SP1 G112 A

There is **no** subsurface information available on this project. The Contractor shall make his own investigation of subsurface conditions.

**LOCATING EXISTING UNDERGROUND UTILITIES:**

(3-20-12)

105

SP1 G115

Revise the *2012 Standard Specifications* as follows:

**Page 1-43, Article 105-8, line 28, after the first sentence, add the following:**

Identify excavation locations by means of pre-marking with white paint, flags, or stakes or provide a specific written description of the location in the locate request.

**REMOVABLE PAVEMENT MARKINGS - (Partial Payments for Materials):**

(7-1-95) (Rev. 8-16-11)

1205-10

SP1 G124

When so authorized by the Engineer, partial materials payments will be made up to 95 percent of the delivered cost of pavement marking tape, provided that these materials have been delivered on or in the vicinity of the project, stored in an acceptable manner, not to exceed the shelf life

recommended by the manufacturer, and further provided the documents listed in Subarticle 109-5(C) of the *2012 Standard Specifications* have been furnished to the Engineer.

The Contractor shall be responsible for the material and the satisfactory performance of the material when used in the work.

The provisions of Article 109-6 of the *2012 Standard Specifications* will not apply to removable pavement marking materials.

**COOPERATION BETWEEN CONTRACTORS:**

(7-1-95)

105-7

SP1 G133

The Contractor's attention is directed to Article 105-7 of the *2012 Standard Specifications*.

**It is anticipated that a project will be let to contract for the maintenance of the Intracoastal Waterway Bridge (BRIDGE # 12) prior to the completion of this project.**

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

**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.

**GIFTS FROM VENDORS AND CONTRACTORS:**

(12-15-09)

107-1

SP1 G152

By Executive Order 24, issued by Governor Perdue, and *N.C.G.S. § 133-32*, it is unlawful for any vendor or contractor (i.e. architect, bidder, contractor, construction manager, design professional, engineer, landlord, offeror, seller, subcontractor, supplier, or vendor), to make gifts or to give favors to any State employee of the Governor's Cabinet Agencies (i.e. Administration, Commerce, Correction, Crime Control and Public Safety, Cultural Resources, Environment and Natural Resources, Health and Human Services, Juvenile Justice and Delinquency Prevention, Revenue, Transportation, and the Office of the Governor). This prohibition covers those vendors and contractors who:

- (A) Have a contract with a governmental agency; or
- (B) Have performed under such a contract within the past year; or
- (C) Anticipate bidding on such a contract in the future.

For additional information regarding the specific requirements and exemptions, vendors and contractors are encouraged to review Executive Order 24 and *N.C.G.S. § 133-32*.

Executive Order 24 also encouraged and invited other State Agencies to implement the requirements and prohibitions of the Executive Order to their agencies. Vendors and contractors should contact other State Agencies to determine if those agencies have adopted Executive Order 24.

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

(1-16-07) (Rev 9-18-12)

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, twice weekly for construction related *Federal Clean Water Act, Section 303(d)* impaired streams with turbidity violations, and within 24 hours after a significant rainfall event of 0.5 inch that occurs within a 24 hour period.
  - (c) Maintain an onsite rain gauge or use the Department's Multi-Sensor Precipitation Estimate website to maintain a daily record of rainfall amounts and dates.
  - (d) Maintain erosion and sediment control/stormwater inspection records for review by Department and Regulatory personnel upon request.
  - (e) Implement approved reclamation plans on all borrow pits, waste sites and staging areas.
  - (f) Maintain a log of turbidity test results as outlined in the Department's Procedure for Monitoring Borrow Pit Discharge.
  - (g) Provide secondary containment for bulk storage of liquid materials.
  - (h) Provide training for employees concerning general erosion and sediment control/stormwater awareness, the Department's NPDES Stormwater Permit NCS000250 requirements, and the applicable requirements of the *General Permit, NCG010000*.
  - (i) Report violations of the NPDES permit to the Engineer immediately who will notify the Division of Water Quality Regional Office within 24 hours of becoming aware of the violation.

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

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

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

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

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

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

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

### **Preconstruction Meeting**

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

### **Ethical Responsibility**

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

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

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



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

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

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

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

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

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

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

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

### **Measurement and Payment**

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

**PROCEDURE FOR MONITORING BORROW PIT DISCHARGE:**

(2-20-07)

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 *2012 Standard Specifications*, the Contractor shall define the point at which the discharge enters into the State's surface waters and the appropriate sampling locations. Sampling locations shall include points upstream and downstream from the point at which the discharge enters these waters. Upstream sampling location shall be located so that it is not influenced by backwater conditions and represents natural background conditions. Downstream sampling location shall be located at the point where complete mixing of the discharge and receiving water has occurred.

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

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

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

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

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

**EMPLOYMENT:**

(11-15-11) (Rev. 1-17-12)

108, 102

SP1 G184

Revise the *2012 Standard Specifications* as follows:

**Page 1-20, Subarticle 102-15(O)**, delete and replace with the following:

**(O)** Failure to restrict a former Department employee as prohibited by Article 108-5.

**Page 1-65, Article 108-5 Character of Workmen, Methods, and Equipment, line 32**, delete all of line 32, the first sentence of the second paragraph and the first word of the second sentence of the second paragraph.

**STATE HIGHWAY ADMINISTRATOR TITLE CHANGE:**

(9-18-12)

SP1 G185

Revise the *2012 Standard Specifications* as follows:

Replace all references to "State Highway Administrator" with "Chief Engineer".

**NOTES TO CONTRACTOR:**

The Contractor's attention is directed to the following:

The Standard Specifications, Section 104-5, "Overruns and Underruns of Contract Quantities" is amended to exclude the item of "Borrow Excavation".

The Paved Shoulders shall be resurfaced at the same slope as presently exists.

The Standard Specifications, Article 610-7, "Hauling of Asphalt Mixture" is amended to include the following: "All covers shall extend down over the sides and back of the vehicle body for a distance of 12 inches and shall be securely fastened.

The Contractor will not be allowed to use compaction equipment in the vibratory mode on the following maps: Map 1, Map 10, Map 11, and Map 20 through Map 28. The Contractor will be required to obtain densities in accordance with *Standard Specifications*.

For all maps where widening is being done, the pavement marking edge lines shall be reinstalled at their current location to insure the widening serves as a paved shoulder.

The work on US 117/NC 132 (N. College Rd.) Map No. 3 will require a temporary detour. This detour will be signed by NCDOT Traffic Services and a two week notification shall be given to Rod Wyatt (910-341-0300) prior to beginning this work.

The work on Interstate 40 entrance/exit/loops on Map No.'s 35 through 55 will begin at Interchange 390 and proceed east. Work will be allowed on only one loop or ramp/day at mm 398 & mm 390. Work will be allowed on only one loop or ramp/night at mm 408, 414, 420. The contractor shall be responsible for distributing flyers to businesses and homeowners located in the vicinity of the work one day prior to work beginning as directed by the Engineer. NOTE: Where needed, Traffic Services will install off-site detour signs.

On US 74 (Eastwood Rd.), Map No.'s 7 through 11, water sprinklers may be shut off by contacting Steve Hughes or Allison Kasper with the Landfall Maintenance Department at (910) 256-7604.

On US 74 (Eastwood Rd.) if contractor elects to walk equipment across the steel grid decking of the Intracoastal Waterway Bridge (**STRUCTURE # 12**), plywood shall be placed beneath the equipment and only one piece of equipment will be allowed to cross at any one time.

Contractor's attention is drawn to the fact that if a Bridge Joint is damaged during milling operations the Bridge Maintenance Department will need to be called in to install backer rods (estimated response time 2 hours) prior to Contractor proceeding on to paving operations.

**PROJECT SPECIAL PROVISIONS****ROADWAY****CONSTRUCTION SEQUENCE:**

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

560

SP1 R34R

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

**CLEARING AND GRUBBING - METHOD II:**

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

200

SP2 R02A

Perform clearing on this project to the limits established by Method "II" shown on Standard Drawing No. 200.02 of the *2012 Roadway Standard Drawings*.

**SHOULDER RECONSTRUCTION PER SHOULDER MILE:**

(1-18-00) (Rev 11-16-10)

R1 R07A

**Description**

This work consists of reconstructing each shoulder (including median shoulders as applicable) in accordance with Roadway Standard Nos. 560.01 and 560.02 except that the rate of slope and width will be as shown on typical section, or to the existing shoulder point, whichever is nearer, as long as the desired typical is achieved, and when completed, seeding and mulching. This work shall be performed immediately after the resurfacing operations are complete as directed by the Engineer.

**Materials**

The Contractor shall furnish all earth material necessary for the construction of the shoulders. Provide soil with a P.I. greater than 6 and less than 25 and with a pH ranging from 5.5 to 6.8 and capable of supporting vegetation. Remove stones and other foreign material 2 inches or larger in diameter. All soil is subject to test and acceptance or rejection by the Engineer.

The Contractor will have the option of using Aggregate Shoulder Borrow (ASB) which meets the following gradation on **all** maps.

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

**Construction Methods**

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

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

### **Measurement and Payment**

*Shoulder Reconstruction* will be measured and paid as the actual number of miles of shoulders that have been reconstructed. Measurement will be made along the surface of each shoulder to the nearest 0.01 of a mile. Such price will include disposing of any excess material in an approved disposal site, and for all labor, tools, equipment, and incidentals necessary to complete the work.

*Borrow Excavation* will be paid in accordance with Section 230 of the *Standard Specifications* for earth material furnished by the Contractor. The requirements of Article 104-5 of the *Standard Specifications* pertaining to revised contract prices for overrunning minor items will not apply to the item of *Borrow Excavation*. If ASB is used for borrow, a unit weight of 140 pounds per cubic foot will be used to convert the weight of ASB to cubic yards.

Incidental Stone Base will be measured and paid as provided in Article 545-6 of the *Standard Specifications*. If ASB is used for Incidental Stone Base, payment will be made for borrow as referenced above.

Seeding and Mulching will be measured and paid as shown elsewhere in the contract documents. If ASB is used, seeding and mulching will not be required.

Payment will be made under:

#### **Pay Item**

Shoulder Reconstruction  
Borrow Excavation

#### **Pay Unit**

Shoulder Mile  
Cubic Yard

### **SHOULDER AND FILL SLOPE MATERIAL:**

(5-21-02)

235, 560

SP2 R45 A

### **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 *2012 Standard Specifications*.

### **Measurement and Payment**

Where the material has been obtained from an authorized stockpile or from a borrow source and *Borrow Excavation* is not included in the contract, no direct payment will be made for this work, as the cost of this work will be part of the work being paid at the contract lump sum price for *Grading*. If *Borrow Excavation* is included in this contract and the material has been obtained from an authorized stockpile or from a borrow source, measurement and payment will be as provided in Section 230 of the *2012 Standard Specifications* for *Borrow Excavation*.

**PIPE INSTALLATION:**

(11-20-12)

300

SP3 R01

Revise the *2012 Standard Specifications* as follows:

**Page 3-1, Article 300-2, Materials**, line 23-24, replace sentence with:

Provide foundation conditioning geotextile in accordance with Section 1056 for Type 4 geotextile.

**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 *2012 Standard Specifications*.

**Measurement and Payment**

*Incidental Stone Base* will be measured and paid in accordance with Article 545-6 of the *2012 Standard Specifications*.

**ASPHALT PAVEMENTS - SUPERPAVE:**

(6-19-12)

605

SP6 R01

Revise the *2012 Standard Specifications* as follows:

**Page 6-3, Article 605-7 APPLICATION RATES AND TEMPERATURES**, replace this article, including Table 601-1, with the following:

Apply tack coat uniformly across the existing surface at target application rates shown in Table 605-1.

**TABLE 605-1  
APPLICATION RATES FOR TACK COAT**

| Existing Surface           | Target Rate (gal/sy) |
|----------------------------|----------------------|
|                            | Emulsified Asphalt   |
| New Asphalt                | 0.04 ± 0.01          |
| Oxidized or Milled Asphalt | 0.06 ± 0.01          |
| Concrete                   | 0.08 ± 0.01          |

Apply tack coat at a temperature within the ranges shown in Table 605-2. Tack coat shall not be overheated during storage, transport or at application.

**TABLE 605-2  
APPLICATION TEMPERATURE FOR TACK COAT**

| <b>Asphalt Material</b>          | <b>Temperature Range</b> |
|----------------------------------|--------------------------|
| Asphalt Binder, Grade PG 64-22   | 350 - 400°F              |
| Emulsified Asphalt, Grade RS-1H  | 130 - 160°F              |
| Emulsified Asphalt, Grade CRS-1  | 130 - 160°F              |
| Emulsified Asphalt, Grade CRS-1H | 130 - 160°F              |
| Emulsified Asphalt, Grade HFMS-1 | 130 - 160°F              |
| Emulsified Asphalt, Grade CRS-2  | 130 - 160°F              |

**Page 6-18, Article 610-1 DESCRIPTION**, lines 40-41, delete the last sentence of the last paragraph.

**Page 6-19, Subarticle 610-3(A) Mix Design-General**, line 5, add the following as the first paragraph:

Warm mix asphalt (WMA) is allowed for use at the Contractor's option in accordance with the NCDOT Approved Products List for WMA Technologies available at:

<http://www.ncdot.org/doh/operations/materials/pdf/wma.pdf>.

**ASPHALT BINDER CONTENT OF ASPHALT PLANT MIXES:**

(11-21-00) (Rev. 7-17-12)

609

SP6 R15

The approximate asphalt binder content of the asphalt concrete plant mixtures used on this project will be as follows:

|                                      |              |      |
|--------------------------------------|--------------|------|
| Asphalt Concrete Base Course         | Type B 25.0  | 4.4% |
| Asphalt Concrete Intermediate Course | Type I 19.0  | 4.8% |
| Asphalt Concrete Surface Course      | Type S 4.75A | 6.8% |
| Asphalt Concrete Surface Course      | Type SA-1    | 6.8% |
| Asphalt Concrete Surface Course      | Type SF 9.5A | 6.7% |
| Asphalt Concrete Surface Course      | Type S 9.5   | 6.0% |
| Asphalt Concrete Surface Course      | Type S 12.5  | 5.6% |

The actual asphalt binder content will be established during construction by the Engineer within the limits established in the *2012 Standard Specifications*.

**ASPHALT PLANT MIXTURES:**

(7-1-95)

609

SP6 R20

Place asphalt concrete base course material in trench sections with asphalt pavement spreaders made for the purpose or with other equipment approved by the Engineer.



**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 *2012 Standard Specifications*.

The base price index for asphalt binder for plant mix is **\$557.33** per ton.

This base price index represents an average of F.O.B. selling prices of asphalt binder at supplier's terminals on **December 1, 2012**

**FINAL SURFACE TESTING NOT REQUIRED:**

(5-18-04) (Rev. 5-15-12)

610

SP6 R45

**Except for Sections of Map 1 using Typical 1, 2, 3, and 5**, final surface testing is not required on this project.

**ASPHALT CONCRETE SURFACE COURSE COMPACTION:**

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

SP6 R49R

Compact the asphalt surface course on this project in accordance with Subarticle 610-9 of the *2012 Standard Specifications* and the following provision:

Perform the first rolling with a steel wheel roller followed by rolling with a self-propelled pneumatic tired roller with the final rolling by a steel wheel roller.

**RESURFACING EXISTING BRIDGES:**

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

SP6 R61AR

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

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

At all bridges that are not to be resurfaced, taper out the proposed resurfacing layer adjacent to the bridges to insure a proper tie-in with the bridge surface.

**PAVING INTERSECTIONS:**

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

610

SP6 R67BR

Condition, prime, and surface all unpaved intersections back from the edge of the pavement on the main line of the project a minimum distance of 50 feet. The pavement placed in the intersections shall be of the same material and thickness placed on the mainline of the project.

Resurface all paved intersections back to the ends of the radii, or as directed by the Engineer.

Widen the pavement on curves as directed by the Engineer.

**PAVEMENT INTERLAYER FOR REINFORCEMENT OF ASPHALT OVERLAY:**

(11-30-12)

SPI 6-14

**Description**

Furnish and install a pavement interlayer for reinforcement of an asphalt overlay at locations shown on the plans.

**Materials**

Select either Option A or Option B or an approved equal. The pavement interlayer shall be resistant to chemicals, mildew and rot, and shall not have any tears or holes that will adversely affect the in-situ performance and physical properties of the installed pavement interlayer.

Pavement interlayer shall be capable of being placed on a milled asphalt surface and overlaid with asphalt, provide reinforcement to the asphalt overlay, and provide waterproofing capabilities.

Furnish with each shipment a Type 3 certification in accordance with Article 106-3 of the *2012 Standard Specifications* to Engineer at least 14 days prior to beginning work. Pavement interlayer shall meet the requirements of either Option A or Option B.

**Polypropylene Fabric – Option A**

| Physical Properties                            | Test Method                       | Unit                | Minimum Value |
|--|-----------------------------------|---------------------|---------------|
| Mass / Unit Area                               | ASTM D5261                        | oz/yd <sup>2</sup>  | 16.0          |
| Wide Width Tensile Strength, Machine Direction | ASTM D6637<br>(Method A Modified) | lbs/in              | 459           |
| Tensile Elongation                             |                                   | Percent             | < 3           |
| Melting Point                                  | ASTM D276                         | °F                  | 752           |
| Asphalt Retention                              | ASTM D6140                        | gal/yd <sup>2</sup> | 0.17          |
| Glass by Weight                                |                                   | Percent             | 85            |

**Polyester Fabric – Option B**

| Physical Properties           | Test Method | Unit               | Minimum Value |
|-------------------------------|-------------|--------------------|---------------|
| Mass / Unit Area              | ASTM D5261  | oz/yd <sup>2</sup> | 8.0           |
| Wide Width Tensile Strength   | ASTM D6637  | lbs/ft             | 3425          |
| Tensile Strength at 3% Strain | ASTM D6637  | lbs/ft             | 825           |
| Tensile Elongation            |             | Percent            | 10            |
| Melting Point                 | ASTM D276   | °F                 | 490           |

**Pre-Pave Meeting**

Schedule a pre-pave meeting at least 14 days prior to beginning any paving operation. Include the Engineer, Roadway Inspector, Subcontractor, Fabric Manufacturer, Experienced Installer, Area Roadway Engineer, Materials and Tests Unit representative, State Pavement Management Engineer, and State Pavement Construction Engineer.

**Pavement Interlayer Installation**

A trained and experienced installer, certified by the manufacturer, shall be present on-site during the installation of the pavement interlayer until the crew has a comfort level working with and installing this material.

Inspect the pavement interlayer upon delivery to insure proper material has been received. Pavement interlayer shall be protected with protective wrapping and shall not be exposed to temperatures exceeding 150°F. Storage and handling shall be in accordance with ASTM D4873.

The surface to be overlaid with the pavement interlayer shall be cleaned, dry and free of all dirt and debris. Fill all surface cracks over 1/4 inch with sealant until flush with the existing pavement surface and in accordance with Section 657 of the *2012 Standard Specifications*. At the direction of the Engineer, perform leveling or wedging of asphalt to reduce any irregular surface conditions. Any and all pavement repairs to be made shall be made at the direction of the Engineer prior to the installation of the tack coat.

**Tack Coat Application**

Apply tack coat in accordance with Section 605 of the *2012 Standard Specifications* and the following:

- (A) Use Asphalt Binder, Grade PG 64-22 tack coat material or as approved.
- (B) Uniformly apply the tack coat material at a rate of application 0.20 gal/sy. The application rate may be increased for heavily aged or deteriorated pavements. The Engineer will establish the exact rate for the application.
- (C) The use of emulsions, cutbacks, or materials containing solvents shall not be permitted for use as tack coat.

The tack coat application temperatures shall be sufficiently hot so as to ensure proper coverage and proper adhesion of the pavement interlayer to the pavement surface. The use of hand sprayers, squeegee or brush-applied tack coat may be used in locations where the distributor truck cannot reach. Every effort shall be made to minimize the application of tack coat by hand-applied means.

The application width of tack coat shall be sufficiently wide to cover the entire width of the pavement interlayer, plus any additional width required for overlapping joints. The tack coat shall be applied only as far in advance of the pavement interlayer installation to ensure a tacky surface at the time of the mat installation. Traffic shall not be permitted to drive on the tack coat at any time.

Clean any excess tack coat from the pavement. In the event that installation operations must be curtailed, prevent vehicular traffic from driving on the affected area where the tack coat and pavement interlayer have been installed.

Install the pavement interlayer over the hot asphalt tack coat. Use mechanically powered installation equipment to install the pavement interlayer to the surface. The mechanical equipment shall be capable of installing full width rolls of up to 12.5 feet in width. Where mechanical installation methods can not be accomplished due to situations that require specially cut sections, install the pavement interlayer by hand. Use brooms or squeegees to remove any air bubbles and ensure the pavement interlayer is completely in contact with the tack-coated surface. Folds or wrinkles that are encountered during lay down operations shall be cut or smoothed and additional tack material shall be applied as needed to achieve a complete bond to the surface.

Overlap longitudinal joints a minimum of 2 inches and transverse joints a minimum of 10 inches to bond seams unless otherwise directed by the Engineer. Overlaps on the transverse roll ends shall be in the direction of the paving operation. All overlapping of pavement interlayer shall be tack coated to ensure proper adhesion.

Blotting the sealant, spreading sand or broadcasting hot mix asphalt over the pavement interlayer shall be used to minimize and prevent construction and or paving tires/tracks from adhering to the tack coat and pulling up the pavement interlayer. In the event that the pavement interlayer is displaced from the surface, additional rolling and hand-brushing shall be required to restore the bond between the surface and pavement interlayer. An additional application of tack may be required to ensure adhesion.

### **Measurement and Payment**

*Pavement Interlayer* will be measured and paid at the contract unit price per square yard. In measuring this quantity, the length will be the actual length constructed, measured along the surface. The width will be the width measured along the ground that has been acceptably placed. No separate measurement will be made for overlapping pavement interlayer or any additional tack coat or labor required for a satisfactory bond between the surface and pavement interlayer.

Such prices shall include, but not be limited to, furnishing all labor, materials including asphalt tack coat, tools, equipment and other incidentals necessary to perform the required work.

Payment will be made under:

**Pay Item**  
Pavement Interlayer

**Pay Unit**  
Square Yard

**PATCHING EXISTING PAVEMENT (MILL):**

(1-26-07)

**Description**

The Contractor's attention is directed to the fact that there are areas of existing pavement on this project that will require repair prior to resurfacing.

The Contractor shall patch the areas that, in the opinion of the Engineer, need repairing. The areas to be patched will be delineated by the Engineer prior to the Contractor performing repairs.

**Construction Methods**

The patching shall consist of Asphalt Concrete Base Course, Asphalt Concrete Intermediate Course, or Asphalt Concrete Surface Course, or a combination of base, intermediate and surface course, and pavement removal, **as shown on the Summary of Quantities sheet** or as directed by the Engineer.

Patching of existing pavement shall include, but not be limited to; milling, removal and disposal of pavement, base, and subgrade material as approved or directed by the Engineer; the coating of the area to be repaired with a tack coat; and the replacement of the removed material with asphalt plant mix.

Asphalt Concrete Base Course shall be placed in lifts not exceeding 5 1/2 inches. Compaction equipment suitable for compacting patches as small as 4 feet by 6 feet shall be utilized on each lift. Compaction pattern to achieve proper compaction shall be approved by the engineer.

The Contractor shall remove existing pavement at locations directed by the Engineer in accordance with Section 607 of the *Standard Specifications*.

The Contractor may be required to make multiple passes with the milling machine to achieve additional depth of the patch at the direction of the engineer. There will be no additional payment for additional passes as all work will be compensated at the unit price for the type of mill patching to be performed. The Contractor will utilize a maximum milling head width of 4 feet unless otherwise allowed by the Engineer.

The Contractor shall schedule his operations so that all areas where pavement has been removed will be repaired on the same day of the pavement removal, and all lanes of traffic shall be restored.

**Method of Measurement**

The quantity of patching existing pavement to be paid for will be the actual number of tons of asphalt plant mix, complete in place, which has been used to make completed and accepted repairs. The asphalt plant mixed material will be measured by being weighed in trucks on certified platform scales or other certified weighing devices.

**Basis of Payment**

The quantity of patching existing pavement, measured as provided above, will be paid for at the contract unit price per ton for the type of mill patching to be performed.

The above price and payment will be full compensation for all work covered by this provision, including but not limited to milling; removal and disposal of pavement; furnishing and applying tack coat; furnishing, placing, and compacting of asphalt plant mix; furnishing of asphalt binder for the asphalt plant mix; and furnishing scales.

Any provisions included in the contract in the form of project special provisions or in any other form which provides for adjustments in compensation due to variations in the price of asphalt binder will not be applicable to payment for the work covered by this provision.

*Patching Existing Pavement* will be considered a minor item.

There are areas to be patched in accordance with this provision where the type of asphalt plant mix will be specified. Patching performed in these areas will be measured and paid for per ton for *Patching Existing Pavement I19.0B (Mill Patch)* or *Patching Existing Pavement S9.5B (Mill Patch)*

Payment will be made under:

| <b>Pay Item</b>                                | <b>Pay Unit</b> |
|--|-----------------|
| Patching Existing Pavement (Mill)              | Ton             |
| Patching Existing Pavement I19.0B (Mill Patch) | Ton             |
| Patching Existing Pavement S9.5B (Mill Patch)  | Ton             |

**PATCHING EXISTING PAVEMENT (FULL DEPTH):**

(1-15-02) (Rev.11-20-12)

R6 R88 Rev.

**Description:**

The Contractor's attention is directed to the fact that there are areas of existing pavement on this project that will require repair prior to resurfacing.

The Contractor shall patch the areas that, in the opinion of the Engineer, need repairing. The areas to be patched will be delineated by the Engineer prior to the Contractor performing repairs.

**Construction Methods:**

The patching consists of Asphalt Concrete Base Course, Asphalt Concrete Intermediate Course, Asphalt Concrete Surface Course, or a combination of base, intermediate and surface course, and pavement removal, **as shown on the Summary of Quantities sheet** or as directed by the Engineer.

Patching of existing pavement shall include, but not be limited to, the cutting of the existing pavement to a neat vertical joint and uniform line; the removal and disposal of pavement, base, and subgrade material as approved or directed by the Engineer; the coating of the area to be repaired with a tack coat; and the replacement of the removed material with asphalt plant mix.

Asphalt Concrete Base Course shall be placed in lifts not exceeding 5.5 inches. Compaction equipment suitable for compacting patches as small as 4 feet by 6 feet shall be utilized on each lift. Compaction pattern to achieve proper compaction shall be approved by the engineer.

The Contractor shall remove existing pavement at locations directed by the Engineer in accordance with Section 607 of the *Standard Specifications*.

The Contractor may be required to make multiple passes with the milling machine to achieve additional depth of the patch at the direction of the engineer. There will be no additional payment for additional passes as all work will be compensated at the unit price for the type of mill patching to be performed. The Contractor will utilize a maximum milling head width of 4 feet unless otherwise allowed by the Engineer.

The Contractor shall schedule his operations so that all areas where pavement has been removed will be repaired on the same day of the pavement removal, and all lanes of traffic shall be restored.

#### **Method of Measurement:**

The quantity of patching existing pavement to be paid for will be the actual number of tons of asphalt plant mix, complete in place, which has been used to make completed and accepted repairs. The asphalt plant mixed material will be measured by being weighed in trucks on certified platform scales or other certified weighing devices.

#### **Basis of Payment:**

The quantity of patching existing pavement, measured as provided above, will be paid for at the contract unit price per ton for the type of mill patching to be performed.

The above price and payment will be full compensation for all work covered by this provision, including but not limited to removal and disposal of pavement; furnishing and applying tack coat; furnishing, placing, and compacting of asphalt plant mix; furnishing of asphalt binder for the asphalt plant mix; and furnishing scales.

Any provisions included in the contract in the form of project special provisions or in any other form which provides for adjustments in compensation due to variations in the price of asphalt binder will not be applicable to payment for the work covered by this provision.

Patching Existing Pavement (Full Depth) will be considered a minor item.

Payment will be made under:

| <b>Pay Item</b>                         | <b>Pay Unit</b> |
|---|-----------------|
| Patching Existing Pavement (Full Depth) | Ton             |

**ASPHALT CONCRETE SURFACE COURSE, TYPE S4.75A:**

(2-21-12) (Rev. 6-19-12)

610, 1012

SPI 6-09

Revise the 2012 *Standard Specifications* as follows:

**Page 6-21, Table 610-2, SUPERPAVE AGGREGATE GRADATION CRITERIA,** add the following:

| Standard Sieves (mm) | Mix Type (Nominal Max. Aggregate Size) |       |
|----------------------|--|-------|
|                      | 4.75 mm                                |       |
|                      | Min.                                   | Max.  |
| 50.0                 | -                                      | -     |
| 37.5                 | -                                      | -     |
| 25.0                 | -                                      | -     |
| 19.0                 | -                                      | -     |
| 12.5                 | 100.0                                  | -     |
| 9.50                 | 95.0                                   | 100.0 |
| 4.75                 | 90.0                                   | 100.0 |
| 2.36                 | -                                      | -     |
| 1.18                 | 30.0                                   | 60.0  |
| 0.600                | -                                      | -     |
| 0.300                | -                                      | -     |
| 0.150                | -                                      | -     |
| 0.075                | 6.0                                    | 12.0  |

**Page 6-22, Table 610-3, SUPERPAVE MIX DESIGN CRITERIA,** add the following:

| Mix Type | Design ESALs millions         | Binder PG Grade | Compaction Levels |                  | Max. Rut Depth (mm) | Volumetric Properties |           |             |                    |
|----------|-------------------------------|-----------------|-------------------|------------------|---------------------|-----------------------|-----------|-------------|--------------------|
|          |                               |                 | G <sub>mm</sub> @ |                  |                     | VMA                   | VTM       | VFA         | %G <sub>mm</sub>   |
|          |                               |                 | N <sub>ini</sub>  | N <sub>des</sub> |                     | % Min.                | %         | Min. - Max. | @ N <sub>ini</sub> |
| S4.75A   | For Pilot Program:<br><br>< 1 | 64-22           | 6                 | 50               | -                   | 16.0                  | 4.0 - 6.0 | 65 - 80     | ≤ 91.5             |

**Page 6-22, Table 610-3, SUPERPAVE MIX DESIGN CRITERIA,** replace line 4, note C, with the following:

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

**Page 6-23, Table 610-5, PLACEMENT TEMPERATURES FOR ASPHALT,** replace “SF9.5A, S9.5B” in the “Asphalt Concrete Mix Type” column with “S4.75A, SF9.5A and S9.5B”.



**Page 6-28, Table 610-6, SUPERPAVE DENSITY REQUIREMENTS**, add the following:

| Superpave Mix Type | Minimum % of $G_{mm}$<br>(Maximum Specific Gravity) |
|--------------------|---|
| S4.75A             | 85.0(a)   |

(a) Compaction to the above specified density will be required when the S4.75A mix is applied at a rate of 100 lb/sy or greater.

**Page 6-37, Article 610-16, MEASUREMENT AND PAYMENT**, add the following:

Payment will be made under:

| Pay Item                                     | Pay Unit |
|--|----------|
| Asphalt Concrete Surface Course, Type S4.75A | Ton      |

**Page 10-26, Subarticle 1012-1(B)(4), FLAT AND ELONGATED PIECES**, replace line 44, “for Types SF9.5A and S9.5B.”, with the following:

“for Types S4.75A, SF9.5A and S9.5B.”

**Page 10-27, Table 1012-1, AGGREGATE CONSENSUS PROPERTIES**, add the following:

| Mix Type    | Coarse Aggregate Angularity | Fine Aggregate Angularity % Minimum | Sand Equivalent % Minimum | Flat & Elongated 5 : 1 Ratio % Maximum |
|-------------|-----------------------------|-------------------------------------|---------------------------|--|
| Test Method | ASTM D 5821                 | AASHTO T 304                        | AASHTO T 176              | ASTM D 4791                            |
| S4.75A      | -                           | 40                                  | 40                        | -                                      |

**ASPHALT CONCRETE SURFACE COURSE, TYPE xxx (Leveling Course):**

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

610

SP6 R85R

Place a leveling course of *Asphalt Concrete Surface Course, Type \_\_\_* at locations shown on the sketch maps and as directed by the Engineer. The rate of this leveling course is not established but will be determined by allowing the screed to *drag* the high points of the section. It is anticipated that some map numbers will be leveled from beginning to end while others may only require a leveling course for short sections.

The Asphalt Concrete Surface Course, Type \_\_ (Leveling Course) shall meet the requirements of Section 610 of the *2012 Standard Specifications* except payment will be made at the contract unit price per ton for *Asphalt Concrete Surface Course, Type \_\_ (Leveling Course)*.

**TRENCHING FOR BASE COURSE:**

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

610

SP6 R79AR(Revised)

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

Perform the trenching for the base course on the same day that the base course is to be placed. If the base course cannot be placed on the same day the trench section is excavated, backfill the trench with earth material and compact it to the satisfaction of the Engineer. Once the trench is open, perform backfilling and re-opening of the trench at no cost to the Department.

The Contractor will be restricted to widening one side of the project at a time unless otherwise permitted by the Engineer. In widening, operate equipment and conduct operations in the same direction as the flow of traffic.

Density tests may be taken every 2,000 feet in the widened areas as directed by the Engineer. Shape and compact the subgrade in the widened areas to the satisfaction of the Engineer. Compact the asphalt concrete base course in the widened areas in accordance with the provisions of Article 610-9 of the *2012 Standard Specifications*.

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

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

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

**REMOVE AND REPLACE FRAME WITH GRATE AND HOOD, STD. 840.03, TYPE E:****(For Map 4 Only)**

Revise the Standard Specification as follows:

**840-4 Measurement and Payment**

Replace with the following:

Frame with Grate and Hood, Std. 840.03 (Type E) will be measured and paid in units of each for actual number of assemblies incorporated into the completed work. No separate measurement will be made of grates, hoods, and covers that are part of the assembly. Such work also includes

the removal and disposal of the existing grate and any adjustments necessary for the installation of the new frame, grate, and hood.

|  |          |
|--|----------|
| Pay Item   | Pay Unit |
| Frame w/ Grate and Hood, Std. 840.03 Type E (Remove and Replace) | Each     |

### **ADJUSTMENT OF MEDIAN DROP INLETS:**

Revise the Standard Specification as follows:

#### **858-4 Measurement and Payment**

Replace with the following:

Adjustment of Drop Inlets (Median Drop Inlets) will be measured and paid in units of each for median drop inlets satisfactorily adjusted. Such price also includes the removal and disposal of the existing concrete aprons, installation of new concrete aprons and any grading work that may be necessary to insure positive drainage.

|                                  |          |
|----------------------------------|----------|
| Pay Item                         | Pay Unit |
| Adjustment of Median Drop Inlets | Each     |

### **ADJUST MONUMENTS:**

The Contractor shall adjust monument rings and lids using construction methods and materials meeting the applicable requirements of Section 858 of the *Standard Specifications* and as directed by the Engineer. Payment for this work will be made per each as *Adjustment of Monuments*.

### **ADJUSTMENT OF MANHOLES, METER BOXES, AND VALVE BOXES:**

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

858

SP8 R97R

The Contractor's attention is directed to Article 858-3 of the *2012 Standard Specifications*.

Make adjustments to manholes on this project by using rings or rapid set (grout, mortar, or concrete) as approved by the Engineer.

Cast iron or steel fittings will not be permitted for the adjustment of manholes, meter boxes, and valve boxes within New Hanover County.

### **CONCRETE ISLAND CHANNEL POST:**

(4-18-07)

SPI Rev

All concrete or paved channelization islands shall have a 12 inch diameter round or square smooth wall hole drilled, cored, formed or air hammered to the sub-grade and back-filled with soil placed a minimum of 10 feet from the nose of each end of the island (see *Roadway Standard Drawing* 904.50), or as directed by the Engineer. The cost for this work shall be included in the square yard contract bid price for *5" Monolithic Concrete Islands (Surface Mounted)*.

All signs and supports shall be furnished and installed by others.

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

The Contractor shall remove and replace existing curb & gutter as directed by the Engineer. All work for this item shall be in accordance with Section 846. Section 846 is amended as follows: Removal and disposal of existing curb & gutter shall be incidental to the item *Remove and Replace 2'-6" Curb and Gutter*.

**Measurement and Payment**

*Remove and Replace 2'-6" Curb and Gutter* will be measured and paid for in units of linear feet for the actual number of linear feet that have been completed and accepted. Such price and payment includes but is not limited to providing all materials, removal and disposal of existing curb & gutter, placing all concrete, excavating and backfilling, forming, finishing, constructing and sealing joints, and all incidentals necessary to complete the work.

Payment will be made under:

**Pay Item**

Remove and Replace 2'-6" Curb and Gutter

**Pay Unit**

Linear Foot

**REMOVAL OF 1'-6" CURB AND GUTTER:****Description**

Remove 1'-6" curb and gutter in areas designated on the plans or as directed by the Engineer. shall be removed. Break up and remove 1'-6" curb and gutter for its entire depth. Dispose of all materials that cannot be used in the work in accordance with Section 802.

**Measurement and Payment**

*Removal of 1'-6" Curb and Gutter* will be measured and paid for per linear foot for 1'-6" curb and gutter satisfactorily removed. Such price and payment includes but is not limited to excavating and backfilling, removal and disposal of the 1'-6" curb and gutter, and all incidentals necessary to complete the work.

**Pay Item**

Removal of 1'-6" Curb and Gutter

**Pay Unit**

Linear Foot

**REMOVAL OF CONCRETE ISLAND:****Description**

Break up, remove and satisfactorily dispose of 4' wide Monolithic Concrete Island.

**Pavement Removal and Disposal**

Break up and remove the concrete island for its entire depth. Dispose of all materials that cannot be used in the work in accordance with Section 802.

**Measurement and Payment**

*Removal of Concrete Island* will be measured and paid for in square yards of existing concrete island actually removed and disposed of properly. Removal of existing concrete island will be measured by actual surface measurements of the concrete island prior to its removal.

Once the concrete island is removed, all the work required to bring the pavement flush with existing asphalt pavement will be paid for as *Asphalt Plant Mix, Pavement Repair*.

Payment will be made under:

**Pay Item**

Removal of Concrete Island

**Pay Unit**

Square Yard

**REMOVAL OF CURB RAMPS:****Description**

Curb Ramps deemed substandard by the Engineer shall be removed. Break up and remove the curb ramp and curb and gutter for its entire depth. Dispose of all materials that cannot be used in the work in accordance with Section 802.

**Measurement and Payment**

*Removal of Curb Ramps* will be measured and paid in units of each for curb ramps satisfactorily removed. Such price and payment includes but is not limited to excavating and backfilling, removal and disposal of the existing curb & gutter and curb ramps, and all incidentals necessary to complete the work.

**Pay Item**

Removal of Curb Ramps

**Pay Unit**

Each

**DETECTABLE WARNINGS TO RETROFIT EXISTING CURB RAMPS:**

(10-21-03) (Rev. 8-16-11)

848

SP8 R125

**Description**

Construct detectable warnings consisting of raised truncated domes to retrofit existing curb ramps in accordance with the plan details, Section 848 of the *2012 Standard Specifications*, the requirements of the *28 CFR Part 36 ADA Standards for Accessible Design* and these provisions.

**Materials**

Detectable warning for retrofitting existing curb ramps shall consist of raised truncated domes. The description, size and spacing shall conform to Section 848 of the *2012 Standard Specifications*.

Use material for detectable warning systems as shown herein. Material and coating specifications must be stated in the Manufacturers Type 3 Certification and all Detectable Warning systems must be on the NCDOT Approved Products List.

Install detectable warnings created from one of the following materials: precast concrete blocks or bricks, clay paving brick, gray or ductile iron castings, mild steel, stainless steel, and engineered plastics, rubber or composite tile. Only one material type for detectable warning will be permitted per project, unless otherwise approved by the Engineer.

- (A) Detectable Warnings shall consist of a base with integrated raised truncated domes, and when constructed of precast concrete they shall conform to the material requirements of Article 848-2 of the *2012 Standard Specifications*.
- (B) Detectable Warnings shall consist of a base with integrated raised truncated domes, and may be comprised of other materials including, but not limited to, clay paving brick, gray iron or ductile iron castings, mild steel, stainless steel, and engineered plastics, rubber or composite tile, which are applied directly to the curb ramps by incorporating into or attaching to the existing ramp floor. The material shall have an integral color throughout the thickness of the material. The detectable warning shall include fasteners, anchors, or adhesives for attachment in the existing ramp and shall be furnished as a system from the manufacturer.

Prior to installation, the Contractor shall submit to the Engineer assembling instructions from the manufacturer for each type of system used in accordance with Article 105-2 of the *2012 Standard Specifications*. The system shall be furnished as a kit containing all consumable materials and consumable tools, required for the application. They shall be capable of being affixed to or anchored in the concrete curb ramp, including green concrete (concrete that has set but not appreciably hardened). The system shall be solvent free and contain no volatile organic compounds (VOC). The static coefficient of friction shall be 0.8 or greater when measured on top of the truncated domes and when measured between the domes in accordance with ASTM C1028 (dry and wet). The system shall be resistant to deterioration due to exposure to sunlight, water, salt or adverse weather conditions and impervious to degradation by motor fuels, lubricants and antifreeze.

- (C) When steel or gray iron or ductile iron casting products are provided, only products that meet the requirements of Subarticle 106-1(B) of the *2012 Standard Specifications* may be used. Submit to the Engineer a Type 6 Certification, catalog cuts and installation procedures at least 30 days prior to installation for all.

### **Construction Methods**

- (A) Prior to placing detectable warnings in existing concrete curb ramps, saw cut to the full depth of the concrete, for other material remove as necessary, and adjust the existing subgrade to the proper grade and in accordance with Article 848-3 of the *2012 Standard Specifications*.

- (B) Install all detectable warning to retrofit existing curb ramps in accordance with the manufacturer's recommendations.

### **Measurement and Payment**

*Retrofit Existing Curb Ramps* with detectable warnings constructed of any type material will be paid as the actual number of retrofitted curb ramps, completed and accepted. Such price and payment will be full compensation for excavating and backfilling; sawing, repairing and replacing portions of the existing curb ramp within the pay limits for retrofit shown on the detail; pavement repairs; furnishing and placing detectable warnings, construction joints and removing and disposing of portions of the existing curb ramp when required and for all materials, labor, equipment, tools and incidentals necessary to complete the work.

Payment will be made under:

| <b>Pay Item</b>             | <b>Pay Unit</b> |
|-----------------------------|-----------------|
| Retrofit Existing Curb Ramp | Each            |

### **DETECTABLE WARNINGS FOR PROPOSED CURB RAMPS:**

(6-15-10) (Rev. 8-16-11)

848

SP8 R126

### **Description**

Construct detectable warnings consisting of integrated raised truncated domes on proposed concrete curb ramps in accordance with the *2012 Standard Specifications*, plan details, the requirements of the *28 CFR Part 36 ADA Standards for Accessible Design* and this provision.

### **Materials**

Detectable warning for proposed curb ramps shall consist of integrated raised truncated domes. The description, size and spacing shall conform to Section 848 of the *2012 Standard Specifications*.

Use material for detectable warning systems as shown herein. Material and coating specifications must be stated in the Manufacturers Type 3 Certification and all Detectable Warning systems must be on the NCDOT Approved Products List.

Install detectable warnings created from one of the following materials: precast concrete blocks or bricks, clay paving brick, gray or ductile iron castings, mild steel, stainless steel, and engineered plastics, rubber or composite tile. Only one material type for detectable warning will be permitted per project, unless otherwise approved by the Engineer.

- (A) Detectable Warnings shall consist of a base with integrated raised truncated domes, and when constructed of precast concrete they shall conform to the material requirements of Article 848-2 of the *2012 Standard Specifications*.
- (B) Detectable Warnings shall consist of a base with integrated raised truncated domes, and may be comprised of other materials including, but not limited, to clay paving brick, gray

iron or ductile iron castings, mild steel, stainless steel, and engineered plastics, rubber or composite tile, which are cast into the concrete of the curb ramps. The material shall have an integral color throughout the thickness of the material. The detectable warning shall include fasteners or anchors for attachment in the concrete and shall be furnished as a system from the manufacturer.

Prior to installation, the Contractor shall submit to the Engineer assembling instructions from the manufacturer for each type of system used in accordance with Article 105-2 of the *2012 Standard Specifications*. The system shall be furnished as a kit containing all consumable materials and consumable tools, required for the application. They shall be capable of being affixed to or anchored in the concrete curb ramp, including green concrete (concrete that has set but not appreciably hardened). The system shall be solvent free and contain no volatile organic compounds (VOC). The static coefficient of friction shall be 0.8 or greater when measured on top of the truncated domes and when measured between the domes in accordance with ASTM C1028 (dry and wet). The system shall be resistant to deterioration due to exposure to sunlight, water, salt or adverse weather conditions and impervious to degradation by motor fuels, lubricants and antifreeze.

- (C) When steel or gray iron or ductile iron casting products are provided, only products that meet the requirements of Subarticle 106-1(B) of the *2012 Standard Specifications* may be used. Submit to the Engineer a Type 6 Certification, catalog cuts and installation procedures at least 30 days prior to installation for all.

### **Construction Methods**

- (A) Prior to placing detectable warnings in proposed concrete curb ramps, adjust the existing subgrade to the proper grade and in accordance with Article 848-3 of the *2012 Standard Specifications*.
- (B) Install all detectable warning in proposed concrete curb ramps in accordance with the manufacturer's recommendations.

### **Measurement and Payment**

Detectable Warnings installed for construction of proposed curb ramps will not be paid for separately. Such payment will be included in the price bid for *Concrete Curb Ramps*.

### **REMOVE AND REPLACE CURB RAMPS:**

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

848

R8 R127

### **Description**

Remove and replace curb ramps as directed by the Engineer. Perform all work in accordance with Section 848 of the *2012 Standard Specifications*. Construct detectable warnings consisting of integrated raised truncated domes on curb ramps in accordance with the *2012 Standard Specifications*, plan details, the requirements of the *28 CFR Part 36 ADA Standards for Accessible Design* and this provision.



**Materials**

Detectable warning for curb ramps shall consist of integrated raised truncated domes. The description, size and spacing shall conform to Section 848 of the *2012 Standard Specifications*.

Use material for detectable warning systems as shown herein. Material and coating specifications must be stated in the Manufacturers Type 3 Certification and all Detectable Warning systems must be on the NCDOT Approved Products List.

Install detectable warnings created from one of the following materials: precast concrete blocks or bricks, clay paving brick, gray or ductile iron castings, mild steel, stainless steel, and engineered plastics, rubber or composite tile. Only one material type for detectable warning will be permitted per project, unless otherwise approved by the Engineer.

- (A) Detectable Warnings shall consist of a base with integrated raised truncated domes, and when constructed of precast concrete they shall conform to the material requirements of Article 848-2 of the *2012 Standard Specifications*.
- (B) Detectable Warnings shall consist of a base with integrated raised truncated domes, and may be comprised of other materials including, but not limited, to clay paving brick, gray iron or ductile iron castings, mild steel, stainless steel, and engineered plastics, rubber or composite tile, which are cast into the concrete of the curb ramps. The material shall have an integral color throughout the thickness of the material. The detectable warning shall include fasteners or anchors for attachment in the concrete and shall be furnished as a system from the manufacturer.

Prior to installation, the Contractor shall submit to the Engineer assembling instructions from the manufacturer for each type of system used in accordance with Article 105-2 of the *2012 Standard Specifications*. The system shall be furnished as a kit containing all consumable materials and consumable tools, required for the application. They shall be capable of being affixed to or anchored in the concrete curb ramp, including green concrete (concrete that has set but not appreciably hardened). The system shall be solvent free and contain no volatile organic compounds (VOC). The static coefficient of friction shall be 0.8 or greater when measured on top of the truncated domes and when measured between the domes in accordance with ASTM C1028 (dry and wet). The system shall be resistant to deterioration due to exposure to sunlight, water, salt or adverse weather conditions and impervious to degradation by motor fuels, lubricants and antifreeze.

- (C) When steel or gray iron or ductile iron casting products are provided, only products that meet the requirements of Subarticle 106-1(B) of the *2012 Standard Specifications* may be used. Submit to the Engineer a Type 6 Certification, catalog cuts and installation procedures at least 30 days prior to installation for all.

**Construction Methods**

- (A) Prior to placing detectable warnings in concrete curb ramps, adjust the existing subgrade to the proper grade and in accordance with Article 848-3 of the *2012 Standard Specifications*.
- (B) Install all detectable warning in concrete curb ramps in accordance with the manufacturer's recommendations.

**Measurement and Payment**

Detectable Warnings installed where curb ramps are to be removed and replaced will not be paid separately. Such payment will be included in the price bid for *Remove and Replace Curb Ramps*.

*Remove and Replace Curb Ramps* will be measured and paid in units of each. Such price includes, but is not limited to, excavating and backfilling, sawing the existing sidewalk or driveway and furnishing and installing truncated domes. Removal and disposal of existing curb ramps will be incidental to the work performed.

Payment will be made under:

**Pay Item**

Remove and Replace Curb Ramps

**Pay Unit**

Each

**MATERIALS:**

(2-21-12) (Rev. 12-18-12)

1000, 1005, 1080, 1081, 1092

SP10 R01

Revise the 2012 *Standard Specifications* as follows:**Page 10-1, Article 1000-1, DESCRIPTION, line 14,** add the following:

Use materials which do not produce a mottled appearance through rusting or other staining of the finished concrete surface.

**Page 10-5, Table 1000-1, REQUIREMENTS FOR CONCRETE,** replace with the following:

| <b>TABLE 1000-1<br/>REQUIREMENTS FOR CONCRETE</b> |  |                                   |                              |  |                              |   |                          |                       |              |                      |              |
|---|--|-----------------------------------|------------------------------|--|------------------------------|---|--------------------------|-----------------------|--------------|----------------------|--------------|
| <b>Class of<br/>Concrete</b>                      | <b>Min. Comp.<br/>Strength<br/>at 28 days</b>                    | <b>Maximum Water-Cement Ratio</b> |                              |  |                              | <b>Consistency<br/>Max. Slump</b>               |                          | <b>Cement Content</b> |              |                      |              |
|   |  | <b>Air-Entrained<br/>Concrete</b> |                              | <b>Non Air-<br/>Entrained<br/>Concrete</b> |                              | <b>Vibrated</b>                                 | <b>Non-<br/>Vibrated</b> | <b>Vibrated</b>       |              | <b>Non- Vibrated</b> |              |
|   |  | <b>Rounded<br/>Aggregate</b>      | <b>Angular<br/>Aggregate</b> | <b>Rounded<br/>Aggregate</b>               | <b>Angular<br/>Aggregate</b> |   |                          | <b>Min.</b>           | <b>Max.</b>  | <b>Min.</b>          | <b>Max.</b>  |
| <i>Units</i>                                      | <i>psi</i>   |                                   |                              |  |                              | <i>inch</i>                                     | <i>inch</i>              | <i>lb/cy</i>          | <i>lb/cy</i> | <i>lb/cy</i>         | <i>lb/cy</i> |
| AA  | 4,500  | 0.381                             | 0.426                        | -  | -                            | 3.5   | -                        | 639                   | 715          | -                    | -            |
| AA Slip<br>Form                                   | 4,500  | 0.381                             | 0.426                        | -  | -                            | 1.5   | -                        | 639                   | 715          | -                    | -            |
| Drilled Pier                                      | 4,500  | -                                 | -                            | 0.450                                      | 0.450                        | -   | 5-7 dry<br>7-9 wet       | -                     | -            | 640                  | 800          |
| A   | 3,000  | 0.488                             | 0.532                        | 0.550                                      | 0.594                        | 3.5   | 4                        | 564                   | -            | 602                  | -            |
| B   | 2,500  | 0.488                             | 0.567                        | 0.559                                      | 0.630                        | 2.5   | 4                        | 508                   | -            | 545                  | -            |
| B Slip<br>Formed                                  | 2,500  | 0.488                             | 0.567                        | -  | -                            | 1.5   | -                        | 508                   | -            | -                    | -            |
| Sand Light-<br>weight                             | 4,500  | -                                 | 0.420                        | -  | -                            | 4   | -                        | 715                   | -            | -                    | -            |
| Latex<br>Modified                                 | 3,000<br>7 day   | 0.400                             | 0.400                        | -  | -                            | 6   | -                        | 658                   | -            | -                    | -            |
| Flowable<br>Fill<br>excavatable                   | 150 max.<br>at 56 days   | as needed                         | as needed                    | as needed                                  | as needed                    | -   | Flow-<br>able            | -                     | -            | 40                   | 100          |
| Flowable<br>Fill<br>non-excavatable               | 125  | as needed                         | as needed                    | as needed                                  | as needed                    | -   | Flow-<br>able            | -                     | -            | 100                  | as<br>needed |
| Pavement  | 4,500<br>design,<br>field<br><br>650<br>flexural,<br>design only | 0.559                             | 0.559                        | -  | -                            | 1.5<br>slip<br>form<br><br>3.0<br>hand<br>place | -                        | 526                   | -            | -                    | -            |
| Precast   | See Table<br>1077-1  | as needed                         | as needed                    | -  | -                            | 6   | as<br>needed             | as<br>needed          | as<br>needed | as<br>needed         | as<br>needed |
| Prestress   | per<br>contract  | See Table<br>1078-1               | See<br>Table<br>1078-1       | -  | -                            | 8   | -                        | 564                   | as<br>needed | -                    | -            |

Page 10-23, Table 1005-1, AGGREGATE GRADATION-COARSE AGGREGATE, replace with the following:

**TABLE 1005-1**  
**AGGREGATE GRADATION - COARSE AGGREGATE**

| Percentage of Total by Weight Passing |     |        |        |        |        |        |        |       |       |      |       |                   |  |
|---------------------------------------|-----|--------|--------|--------|--------|--------|--------|-------|-------|------|-------|-------------------|--|
| Std. Size #                           | 2"  | 1 1/2" | 1"     | 3/4"   | 1/2"   | 3/8"   | #4     | #8    | #10   | #16  | #40   | #200              | Remarks  |
| 4                                     | 100 | 90-100 | 20-55  | 0-15   | -      | 0-5    | -      | -     | -     | -    | -     | A                 | Asphalt Plant Mix  |
| 467M                                  | 100 | 95-100 | -      | 35-70  | -      | 0-30   | 0-5    | -     | -     | -    | -     | A                 | Asphalt Plant Mix  |
| 5                                     | -   | 100    | 90-100 | 20-55  | 0-10   | 0-5    | -      | -     | -     | -    | -     | A                 | AST, Sediment Control Stone                                |
| 57                                    | -   | 100    | 95-100 | -      | 25-60  | -      | 0-10   | 0-5   | -     | -    | -     | A                 | AST, Str. Concrete, Shoulder Drain, Sediment Control Stone |
| 57M                                   | -   | 100    | 95-100 | -      | 25-45  | -      | 0-10   | 0-5   | -     | -    | -     | A                 | AST, Concrete Pavement                                     |
| 6M                                    | -   | -      | 100    | 90-100 | 20-55  | 0-20   | 0-8    | -     | -     | -    | -     | A                 | AST  |
| 67                                    | -   | -      | 100    | 90-100 | -      | 20-55  | 0-10   | 0-5   | -     | -    | -     | A                 | AST, Str. Concrete, Asphalt Plant Mix                      |
| 78M                                   | -   | -      | -      | 100    | 98-100 | 75-100 | 20-45  | 0-15  | -     | -    | -     | A                 | Asphalt Plant Mix, AST, Str. Conc, Weep Hole Drains        |
| 14M                                   | -   | -      | -      | -      | -      | 100    | 35-70  | 5-20  | -     | 0-8  | -     | A                 | Asphalt Plant Mix, AST, Weep Hole Drains, Str. Concrete    |
| 9                                     | -   | -      | -      | -      | -      | 100    | 85-100 | 10-40 | -     | 0-10 | -     | A                 | AST  |
| ABC                                   | -   | 100    | 75-97  | -      | 55-80  | -      | 35-55  | -     | 25-45 | -    | 14-30 | 4-12 <sup>B</sup> | Aggregate Base Course, Aggregate Stabilization             |
| ABC (M)                               | -   | 100    | 75-100 | -      | 45-79  | -      | 20-40  | -     | 0-25  | -    | -     | 0-12 <sup>B</sup> | Maintenance Stabilization                                  |
| Light-weight C                        | -   | -      | -      | -      | 100    | 80-100 | 5-40   | 0-20  | -     | 0-10 | -     | 0-2.5             | AST  |

A. See Subarticle 1005-4(A).

B. See Subarticle 1005-4(B).

C. For Lightweight Aggregate used in Structural Concrete, see Subarticle 1014-2(E)(6).

**Page 10-126, Table 1078-1, REQUIREMENTS FOR CONCRETE**, replace with the following:

**TABLE 1078-1  
REQUIREMENTS FOR CONCRETE**

| Property                                  | 28 Day Design<br>Compressive<br>Strength<br>6,000 psi or less | 28 Day Design<br>Compressive<br>Strength<br>greater than<br>6,000 psi |
|---|---|---|
| Maximum Water/Cementitious Material Ratio | 0.45  | 0.40  |
| Maximum Slump without HRWR                | 3.5"  | 3.5"  |
| Maximum Slump with HRWR                   | 8"  | 8"  |
| Air Content (upon discharge into forms)   | 5 + 2%  | 5 + 2%  |

**Page 10-151, Article 1080-4 Inspection and Sampling, lines 18-22**, replace (B), (C) and (D) with the following:

- (B) At least 3 panels prepared as specified in 5.5.10 of AASHTO M 300, Bullet Hole Immersion Test.
- (C) At least 3 panels of 4"x6"x1/4" for the Elcometer Adhesion Pull Off Test, ASTM D4541.
- (D) A certified test report from an approved independent testing laboratory for the Salt Fog Resistance Test, Cyclic Weathering Resistance Test, and Bullet Hole Immersion Test as specified in AASHTO M 300.
- (E) A certified test report from an approved independent testing laboratory that the product has been tested for slip coefficient and meets AASHTO M253, Class B.

**Page 10-162, Subarticle 1081-1(A) Classifications, lines 4-7**, delete the second and third sentences of the description for Type 3A.

**Page 10-162, Subarticle 1081-1(B) Requirements, lines 26-30**, replace the second paragraph with the following:

For epoxy resin systems used for embedding dowel bars, threaded rods, rebar, anchor bolts and other fixtures in hardened concrete, the manufacturer shall submit test results showing that the bonding system will obtain 125% of the specified required yield strength of the fixture. Furnish certification that, for the particular bolt grade, diameter and embedment depth required, the anchor system will not fail by adhesive failure and that there is no movement of the anchor bolt. For certification and anchorage, use 3,000 psi as the minimum Portland cement concrete compressive strength used in this test. Use adhesives that meet Section 1081.

List the properties of the adhesive on the container and include density, minimum and maximum temperature application, setting time, shelf life, pot life, shear strength and compressive strength.

**Page 10-169, Subarticle 1081-3(G) Anchor Bolt Adhesives**, delete this subarticle.

**Page 10-204, Subarticle 1092-2(A) Performance and Test Requirements**, replace **Table 1092-3 Minimum Coefficient of Retroreflection for NC Grade A** with the following:

| <b>TABLE 1092-3</b><br><b>MINIMUM COEFFICIENT OF RETROREFLECTION FOR NC GRADE A</b><br><b>(Candelas Per Lux Per Square Meter)</b> |  |              |               |              |            |             |                                     |                               |
|---|--|--------------|---------------|--------------|------------|-------------|-------------------------------------|-------------------------------|
| <b>Observation<br/>Angle, degrees</b>   | <b>Entrance<br/>Angle,<br/>degrees</b> | <b>White</b> | <b>Yellow</b> | <b>Green</b> | <b>Red</b> | <b>Blue</b> | <b>Fluorescent<br/>Yellow Green</b> | <b>Fluorescent<br/>Yellow</b> |
| 0.2   | -4.0                                   | 525          | 395           | 52           | 95         | 30          | 420                                 | 315                           |
| 0.2   | 30.0                                   | 215          | 162           | 22           | 43         | 10          | 170                                 | 130                           |
| 0.5   | -4.0                                   | 310          | 230           | 31           | 56         | 18          | 245                                 | 185                           |
| 0.5   | 30.0                                   | 135          | 100           | 14           | 27         | 6           | 110                                 | 81                            |
| 1.0   | -4.0                                   | <b>120</b>   | 60            | 8            | 16         | 3.6         | 64                                  | 48                            |
| 1.0   | 30.0                                   | 45           | 34            | 4.5          | 9          | 2           | 36                                  | 27                            |

**HIGH STRENGTH CONCRETE FOR DRIVEWAYS:**

(11-21-00) (Rev. 1-17-12)

848

SP10 R02

Use high early strength concrete for all driveways shown in the plans and as directed by the Engineer. Provide high early strength concrete that meets the requirements of Article 1000-5 of the *2012 Standard Specifications*.

Measurement and payment will be in accordance with Section 848 of the *2012 Standard Specifications*.

**TEMPORARY TRAFFIC CONTROL DEVICES:**

(1-17-12)

1105

SP11 R05

Revise the *2012 Standard Specifications* as follows:

**Page 11-5, Article 1105-6 Measurement and Payment**, add the following paragraph after line 24:

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

**TRUCK MOUNTED CHANGEABLE MESSAGE SIGNS:**

(8-21-12)

1101.02

SP11 R10

Revise the *2012 Roadway Standard Drawings* as follows:

**Drawing No. 1101.02, Sheet 12, TEMPORARY LANE CLOSURES**, replace General Note #11 with the following:

11- TRUCK MOUNTED CHANGEABLE MESSAGE SIGNS (TMCMS) USED ON SHADOW VEHICLES FOR "IN LANE" ACTIVITIES SHALL BE A MINIMUM OF 43" X 73". THE DISPLAY PANEL SHALL HAVE FULL MATRIX CAPABILITY WITH THE CAPABILITY TO PROVIDE 2 MESSAGE LINES WITH 7 CHARACTERS PER LINE WITH A MINIMUM CHARACTER HEIGHT OF 18". FOR ADDITIONAL MESSAGING, CONTACT THE WORK ZONE TRAFFIC CONTROL SECTION.

12- TMCMS USED FOR ADVANCED WARNING ON VEHICLES LOCATED ON THE SHOULDER MAY BE SMALLER THAN 43" X 73". THE DISPLAY PANEL SHALL HAVE THE CAPABILITY TO PROVIDE 2 MESSAGE LINES WITH 7 CHARACTERS PER LINE WITH A MINIMUM CHARACTER HEIGHT OF 18". FOR ADDITIONAL MESSAGING, CONTACT THE WORK ZONE TRAFFIC CONTROL SECTION.

**Drawing No. 1101.02, Sheet 13, TEMPORARY LANE CLOSURES**, replace General Note #12 with the following:

12- TRUCK MOUNTED CHANGEABLE MESSAGE SIGNS (TMCMS) USED ON SHADOW VEHICLES FOR "IN LANE" ACTIVITIES SHALL BE A MINIMUM OF 43" X 73". THE DISPLAY PANEL SHALL HAVE FULL MATRIX CAPABILITY WITH THE CAPABILITY TO PROVIDE 2 MESSAGE LINES WITH 7 CHARACTERS PER LINE WITH A MINIMUM CHARACTER HEIGHT OF 18". FOR ADDITIONAL MESSAGING, CONTACT THE WORK ZONE TRAFFIC CONTROL SECTION.

13- TMCMS USED FOR ADVANCED WARNING ON VEHICLES LOCATED ON THE SHOULDER MAY BE SMALLER THAN 43" X 73". THE DISPLAY PANEL SHALL HAVE THE CAPABILITY TO PROVIDE 2 MESSAGE LINES WITH 7 CHARACTERS PER LINE WITH A MINIMUM CHARACTER HEIGHT OF 18". FOR ADDITIONAL MESSAGING, CONTACT THE WORK ZONE TRAFFIC CONTROL SECTION.

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

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

105-16, 225-2, Division 16

SP16 R03R

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

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

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

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

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

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

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

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



WBS#: 3CR.10101.138, etc  
Date: 11/21/2012

Brunswick, New Hanover and Pender

## **TRAFFIC CONTROL:**

(01-17-12)

RWZ-1

Maintain traffic in accordance with Divisions 10, 11 and 12 of the *2012 Standard Specifications* and the following provisions:

Install Work Zone Advance Warning Signs in accordance with Standard Drawing No. 1101.01 of the *2012 Roadway Standard Drawings* prior to beginning any other work. Use a lane closure or slow moving operation to complete the work, as necessary, unless otherwise indicated (refer to Standard Drawing No. 1101.02, 1101.11, 1110.01, 1110.02 and 1130.01 of the *2012 Roadway Standard Drawings*). Use a moving operation only if the minimum speed maintained at all times is 3 mph with no stops that narrow or close a lane of travel. If the moving operation is progressing slower than 3 mph at any time, install a lane closure. Maintain the existing traffic pattern at all times, except in the immediate work zone where lane closures are allowed as determined by the Engineer.

Refer to attached details and Standard Drawing No. 1101.01, 1101.02, 1101.03, 1101.04, 1101.05, 1101.11, 1110.01, 1110.02, 1115.01, 1130.01, 1135.01, 1145.01, 1150.01, 1165.01, 1170.01 and 1180.01 of the *2012 Roadway Standard Drawings* when closing a lane of travel in a stationary work zone such as pavement patching resurfacing, or pavement marking removal. Properly ballasted cones may be used instead of drums for lane closures during daylight hours. However, drums are required for the upstream taper portion of lane closures in all applications. The stationary work zone shall be a maximum of 3 miles in length at any given time unless otherwise directed by the Engineer. A pilot vehicle operation may be used in conjunction with flaggers and the appropriate pilot vehicle warning signing as directed by the Engineer. During periods of construction inactivity, return the traffic pattern to the existing alignment and remove or cover any work zone signs. When covering work zone signs, use an opaque material that prevents reading of the sign at night by a driver using high beam headlights. Use material, which does not damage the sign sheeting. Replace any obliterated markings as required by other sections of the *2012 Standard Specifications* and the Engineer.

When personnel and/or equipment are working on the shoulder adjacent to an undivided facility and within 5 feet of an open travel lane, close the nearest open travel lane using Standard Drawing No. 1101.02 of the *2012 Roadway Standard Drawings* unless the work area is protected by barrier or guardrail. 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 *2012 Roadway Standard Drawings* unless the work area is protected by barrier or guardrail. When personnel and/or equipment are working within a lane of travel of an undivided or divided facility, close the lane according to the traffic control plans, *2012 Roadway Standard Drawings* or as directed by the Engineer. Conduct the work so that all personnel and/or equipment remain within the closed travel lane. Do not work simultaneously, on both sides of an open travel way, within the same location, on a two-lane, two-way road. Do not perform work involving heavy equipment within 15 feet of the edge of travel way when work is being performed behind a lane closure on the opposite side of the travel way. Perform work only when weather and visibility conditions allow safe operations as directed by the Engineer.

Do not exceed a difference of 2 inches in elevation between open lanes of traffic for nominal lifts of 1.5 inches. Install advance warning UNEVEN LANES signs (W8-11 at 48" X 48") 500 feet in advance and a minimum of once every half mile throughout the uneven area.

Backfill at a 6:1 slope up to the edge and elevation of existing pavement in areas adjacent to an open travel lane that has an edge of pavement drop-off as follows:

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

Backfill the unacceptable drop-off with suitable compacted material, as approved by the Engineer, at no expense to the Department. This work is not considered part of shoulder reconstruction.

When utilizing a slow-moving operation for such items as pavement marking placement, pavement marker installation and pesticide spraying, the slow moving operation caravan shall consist, as a minimum, of the vehicles and devices shown on the Moving Operation Caravan Details as shown on Standard Drawing No. 1101.02, sheets 11, 12 and 13 of the *2012 Roadway Standard Drawings*. Traffic cones may be used when necessary to provide additional protection of wet pavement markings. Ballast all traffic cones so they will not be blown over by traffic.

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

1. Before working on ANY MAP, the Contractor shall submit a written construction sequence for traffic control and construction lighting for ALL MAPS to the Engineer at the first pre-construction meeting and the sequence must be approved before closing a lane of traffic. The Contractor and Engineer will coordinate with the Traffic Management Unit at 919-773-2800 or Traffic Services for additional traffic control guidance, as necessary.
2. Coordinate the installation of items required by the contract documents and resurfacing operations such that these operations are completed in the order as agreed upon with the Engineer at the first pre-construction meeting. Refer to the Provisions, Typicals and Details unless otherwise directed by the Engineer.
3. Once the Contractor has started work at a location, the Contractor should prosecute the work in a continuous and uninterrupted manner from the time he begins the work until completion and final acceptance unless determined otherwise by the Engineer.
4. Obtain written approval of the Engineer before working in more than one location or setting up additional lane closures.
5. Mainline pavement shall not be left milled, unmarked or uneven at the end of a paving season.
6. Contractor shall mill and pave lanes in an order such that water shall not accumulate.
7. **Contractor shall finish the widening of both sides of the entire width of existing roadway and all patching as shown in typicals before placing the surface course in the order as agreed upon with the Engineer at the first pre-construction meeting.**

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.

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

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

During a resurfacing only operation, bring all newly resurfaced lanes to the same elevation within 72 hours for nominal lifts of 1.5 inches or less of asphalt course and by the end of each work day for nominal lifts of greater than 1.5 inches of asphalt course.

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

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

- (A) Mill a single lane and pave back by the end of each work day. **This applies for all 2" milling.**
- (B) Mill the entire width of roadway and pave back within 72 hours, **except for maps where the milling depth is 2".**

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

- (A) Mill a single lane and pave back by the end of each work day. **This applies for all 2" milling.**
- (B) Mill the entire width of pavement for all lanes to be milled in any direction daily and pave back within 72 hours, **except for maps where the milling depth is 2".**

When resurfacing facilities with ramps, resurface the ramp and gore area of the ramp as agreed upon with the Engineer. Place the transverse joint on the ramp at the terminal point of the gore unless the ramp is being resurfaced beyond this limit.

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. Continue milling operations until the particular section of roadway being milled is complete. Remove any existing pavement adjacent to the milled area that has been damaged and replace with patch material as directed by the Engineer.

Maintain vehicular access in accordance with Article 1101-14 of the *2012 Standard Specifications* using suitable backfill material approved by the Engineer.

Operate equipment and conduct operations in the same direction as the flow of traffic. Do not cross medians with equipment, except at properly designated interchanges.

Review and record the existing pavement markings and markers prior to resurfacing. Use the record of existing pavement markings and markers in accordance with the *2012 Roadway Standard Drawings* to re-establish the proposed pavement markings and markers unless otherwise directed by the Engineer.

Provide appropriate lighting in accordance with Section 1413 of the *2012 Standard Specifications*.

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

**Furnish Law Enforcement Officers and marked Law Enforcement vehicles to direct traffic during lane closures that affect signalized intersections of this contract. Use uniformed Law Enforcement Officers and marked Law Enforcement vehicles equipped with blue lights mounted on top of the vehicle, and Law Enforcement vehicle emblems to direct or control traffic as required by the plans or by the Engineer.**

Payment will be made for the traffic control items that have been included in the contract. No direct payment will be made for providing other traffic control as required herein, as the cost of same will be considered incidental to the work being paid for under those various traffic control items that have been included. Where the Contractor maintains traffic as required herein but no specific pay items have been included in the contract, all associated costs will be considered incidental to the work being paid for under the various items in the contract.

## **WORK ZONE SIGNING:**

(01-17-12)

RWZ-3

### **Description**

Install and maintain signing in accordance with Divisions 11 and 12 of the *2012 Standard Specifications*, the *2012 Roadway Standard Drawings* and the following provisions:

Furnish, install, maintain and remove advance warning work zone signs and any required lane closure signing.

Furnish, install and maintain general work zone warning signs for resurfacing and milling such as ROUGH ROAD (W8-8 at 48" X 48") (for milling only), UNEVEN LANES (W8-11 at 48" X 48"), UNMARKED PAVEMENT AHEAD (DOT No. 116087130 at 48" X 48") and DO NOT PASS (R4-1 at 24" X 30"). **Install and maintain general work zone warning signs for**

resurfacing and/or milling such as “LOW SHOULDER (W8-9 at 48" X 48") and LOW/SOFTSHOULDER (DOT No. 16-79860 at 48" X 48"). State Forces will furnish and remove the signs, posts, and hardware for “Low Shoulder (W8-9 at 48" X 48") and “Low / Soft Shoulder” (DOT No. 16-79860 at 48" X 48"). When construction is completed in any area of the project, relocate signs to the next work site, as directed by the Engineer. Remove **all signs except “Low Shoulder” and “Low / Soft Shoulder”** at the completion of the project, unless otherwise directed by the Engineer.

All work zone signs may be portable.

### **Construction Methods**

#### **(A) General**

Install all warning work zone signs before beginning work on a particular map. If signs are installed three days prior to the beginning of work on a particular map, cover the signs until the work begins. Install each work zone 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. **In reference to marking sign locations, only the beginning and the end of each map will be marked. It shall be the responsibility of the Contractor to mark the locations of any other signs.**

#### **(B) Advance Warning Work Zone Signs**

Install advance warning work zone signs in accordance with Standard Drawing No. 1101.01, 1101.02 and 1110.01 of the *2012 Roadway Standard Drawings* prior to beginning of work and remove upon final completion of the project. If there is a period of construction inactivity longer than two weeks, remove or cover advance warning work zone signs. Uncover advance warning work zone signs no more than 3 days before work resumes. All other operations could be suspended upon failure to comply with the above requirements. Such suspended operations would not be resumed until the above requirements are fulfilled.

#### **(C) 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 *2012 Roadway Standard Drawings*.

#### **(D) General Work Zone Warning Signs**

Install general work zone warning signs for resurfacing and milling such as ROUGH ROAD (W8-8 at 48" X 48") (for milling only), UNEVEN LANES (W8-11 at 48" X 48"), LOW SHOULDER (W8-9 at 48" X 48") and LOW / SOFT SHOULDER (W8-9B at 48" X 48") starting at a minimum of 500 feet in advance of the condition for both directions of travel (undivided roadways only) and at any other points determined by the Engineer.

Install the LOW SHOULDER (W8-9 at 48" X 48") or LOW / SOFT SHOULDER (DOT No. 16-79860 at 48" X 48") signs prior to any resurfacing in an area where shoulder construction will be performed.

Install general work zone warning signs such as UNMARKED PAVEMENT AHEAD (DOT No. 116087130 at 48" X 48") and DO NOT PASS (R4-1 at 24" X 30") starting at a minimum of 500 feet in advance of the condition for both directions of travel (undivided roadways only) and at any other points determined by the Engineer. **UNMARKED PAVEMENT and LOW/SOFT SHOULDER signs shall be installed at each end of a map and 500' and 1000' respectively each side of an intersection or as directed by the Engineer, with the distance between each set of signs not to exceed 1 mile." And "DO NOT PASS signs shall be installed at the beginning of designated no passing zones or as directed by the Engineer.** Install signs prior to the obliteration of any pavement markings.

### **Measurement and Payment**

Payment will be made for the work zone signing items that have been included in the contract. No direct payment will be made for providing other work zone signing as required herein, as the cost of same will be considered incidental to the work being paid for under those various work zone signing items that have been included. Where the Contractor provides work zone signing as required herein but no specific pay items have been included in the contract, all associated costs will be considered incidental to the work being paid for under the various items in the contract.

### **TIME LIMITATION FOR PAVEMENT MARKINGS AND MARKERS ON NEWLY RESURFACED AREAS:**

(01-17-12)

RWZ-4

#### **Markings: Two-Lane, Two-Way Facilities**

For all two-lane, two-way facilities, place all edge lines and other symbols within 30 calendar days after they have been obliterated by the resurfacing operation.

#### **Markings: All Facilities**

The observation period for pavement markings on a specific map are subject to all requirements as specified in the Project Special Provision entitled "PAVEMENT MARKING LINES" contained elsewhere in the contract and begins with the satisfactory completion of all pavement markings required on that specific map.

All characters, symbols and stop bars on concrete shall be either Type 2 or Type 3 Cold Applied Plastic or Heated-In-Place Thermoplastic as shown on NCDOT Approved Product List. The quantity for characters, symbols and stop bars on concrete will be included in the pay items for Type 2 Cold Applied Plastic.

All characters, symbols and stop bars on asphalt shall be either Heated-In-Place Thermoplastic or Extruded Thermoplastic as shown on NCDOT Approved Product List. The quantity for

characters, symbols and stop bars on asphalt will be included in the pay items for Heated-In-Place Thermoplastic.

**Markers: All Facilities**

Install permanent pavement markers within 60 calendar days after completing the resurfacing on each map.

**ROADWAY STANDARD DRAWINGS FOR PAVEMENT MARKINGS AND MARKERS:**

(01-17-12)

RWZ-5

Use the following in conjunction with the *2012 Standard Specifications*:

**Standard Pavement Markings**

*2012 Roadway Standard Drawings:*

1205.01, 1205.02, 1205.03, 1205.04, 1205.05,  
1205.06, 1205.07, 1205.08, 1205.09, 1205.10,  
1205.11, 1205.12, 1205.13

**Raised Pavement Markers**

*2012 Roadway Standard Drawings:*

1205.12, 1250.01, 1251.01

**Snowplowable Pavement Markers**

*2012 Roadway Standard Drawings:*

1250.01, 1253.01

**Milled Rumble Strips**

*2012 Roadway Standard Drawings:*

665.01

3CR.10101.138, etc  
Date: 11-26-12

Brunswick, New Hanover and &  
Pender counties



**LAW ENFORCEMENT:**  
(2-19-09)

SPI

**Description**

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

**Construction Methods**

Use uniformed Law Enforcement Officers and marked Law Enforcement vehicles equipped with blue lights mounted on top of the vehicle, and Law Enforcement vehicle emblems to direct or control traffic as required by the plans or by the Engineer.

**Measurement and Payment**

Law Enforcement will be measured and paid for in the actual number of hours that each Law Enforcement Officer is provided during the life of the project as approved by the Engineer. There will be no direct payment for marked Law Enforcement vehicles as they are considered incidental to the pay item.

Payment will be made under:

**Pay Item**  
Law Enforcement

**Pay Unit**  
Hour

12/14/10



PROJECT SPECIAL PROVISIONS

Utilities by Others

General:

The following utility companies have facilities that will be in conflict with the construction of this project.

A. Over Head Power (Progress Energy)

The conflicting facilities of these concerns will be adjusted prior to the date of availability. All utility work listed herein will be done by the utility owners. All utilities are shown on the plans from the best available information.

The Contractor's attention is directed to Article 105.8 of the Standard Specifications.

Utilities Requiring Adjustment:

A. Progress Energy (Power)

Contact person: Shelia B Talton (919-481-6126)

[Sheila.talton@pgnmail.com](mailto:Sheila.talton@pgnmail.com)

**STABILIZATION REQUIREMENTS:**

(11-4-11)

S-2A

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

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

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

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

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

**All Roadway Areas****March 1 - August 31**

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

**September 1 - February 28**

50# Tall Fescue  
 10# Centipede  
 35# Bermudagrass (unhulled)  
 500# Fertilizer  
 4000# Limestone  
 25# Choose ONE of the Following  
 Rye Grain,  
 Wheat FFR 555, or  
 Roane Wheat

**Waste and Borrow Locations****March 1 - August 31**

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

**September 1 - February 28**

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

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

#### Approved Tall Fescue Cultivars

|                            |                        |              |                    |
|----------------------------|------------------------|--------------|--------------------|
| 2 <sup>nd</sup> Millennium | Duster                 | Magellan     | Rendition          |
| Avenger                    | Endeavor               | Masterpiece  | Scorpion           |
| Barlexas                   | Escalade               | Matador      | Shelby             |
| Barlexas II                | Falcon II, III, IV & V | Matador GT   | Signia             |
| Barrera                    | Fidelity               | Millennium   | Silverstar         |
| Barrington                 | Finesse II             | Montauk      | Southern Choice II |
| Biltmore                   | Firebird               | Mustang 3    | Stetson            |
| Bingo                      | Focus                  | Olympic Gold | Tarheel            |
| Bravo                      | Grande II              | Padre        | Titan Ltd          |
| Cayenne                    | Greenkeeper            | Paraiso      | Titanium           |
| Chapel Hill                | Greystone              | Picasso      | Tomahawk           |
| Chesapeake                 | Inferno                | Piedmont     | Tacer              |
| Constitution               | Justice                | Pure Gold    | Trooper            |
| Chipper                    | Jaguar 3               | Prospect     | Turbo              |
| Coronado                   | Kalahari               | Quest        | Ultimate           |
| Coyote                     | Kentucky 31            | Rebel Exeda  | Watchdog           |
| Davinci                    | Kitty Hawk             | Rebel Sentry | Wolfpack           |
| Dynasty                    | Kitty Hawk 2000        | Regiment II  |                    |
| Dominion                   | Lexington              | Rembrandt    |                    |

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-ft. long with a 2" x 2" 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 *2012 Standard Specifications*, or shall meet specifications provided elsewhere in this contract.

Provide staples made of 0.125" diameter new steel wire formed into a *u* shape not less than 12" in length with a throat of 1" 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" with no more than 2" 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".

Installation of matting shall be in accordance with the detail provided in the plans, and in accordance with Article 1631-3 of the *2012 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 *2012 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 *2012 Standard Specifications*, or in accordance with specifications provided elsewhere in this contract.

Payment will be made under:

**Pay Item**  
Wattle

**Pay Unit**  
Linear Foot

**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(E) of the *2012 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, Sickledpod, 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)  
Kobe Lespedeza  
Korean Lespedeza  
Weeping Lovegrass  
Carpetgrass

Bermudagrass  
Browntop Millet  
German Millet – Strain R  
Clover – Red/White/Crimson

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  
Crownvetch  
Pensacola Bahiagrass  
Creeping Red Fescue

Japanese Millet  
Reed Canary Grass  
Zoysia

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

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

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

(1-17-12) (Rev. 9-18-12)

Z-4

Revise the *2012 Standard Specifications* as follows:

**Division 2**

**Page 2-7, line 31, Article 215-2 Construction Methods**, replace “Article 107-26” with “Article 107-25”.

**Page 2-17, Article 226-3, Measurement and Payment, line 2**, delete “pipe culverts,”.

**Page 2-20, Subarticle 230-4(B), Contractor Furnished Sources, change references as follows:** **Line 1**, replace “(4) Buffer Zone” with “(c) Buffer Zone”; **Line 12**, replace “(5) Evaluation for Potential Wetlands and Endangered Species” with “(d) Evaluation for Potential Wetlands and Endangered Species”; and **Line 33**, replace “(6) Approval” with “(4) Approval”.

**Division 4**

**Page 4-77, line 27, Subarticle 452-3(C) Concrete Coping**, replace “sheet pile” with “reinforcement”.

**Division 6**

**Page 6-7, line 31, Article 609-3 Field Verification of Mixture and Job Mix Formula Adjustments**, replace “30” with “45”.

**Page 6-10, line 42, Subarticle 609-6(C)(2)**, replace “Subarticle 609-6(E)” with “Subarticle 609-6(D)”.

**Page 6-11, Table 609-1 Control Limits**, replace “Max. Spec. Limit” for the Target Source of  $P_{0.075}/P_{be}$  Ratio with “1.0”.

**Page 6-40, Article 650-2 Materials**, replace “Subarticle 1012-1(F)” with “Subarticle 1012-1(E)”

**Division 10**

**Page 10-74, Table 1056-1 Geotextile Requirements**, replace “50%” for the UV Stability (Retained Strength) of Type 5 geotextiles with “70%”.

**Division 12**

**Page 12-7, Table 1205-3**, add “FOR THERMOPLASTIC” to the end of the title.

**Page 12-8, Subarticle 1205-5(B), line 13**, replace “Table 1205-2” with “Table 1205-4”.

**Page 12-8, Table 1205-4 and 1205-5**, replace “THERMOPLASTIC” in the title of these tables with “POLYUREA”.

**Page 12-9, Subarticle 1205-6(B), line 21**, replace “Table 1205-4” with “Table 1205-6”.

**Page 12-11, Subarticle 1205-8(C), line 25**, replace “Table 1205-5” with “Table 1205-7”.

**Division 15**

**Page 15-6, Subarticle 1510-3(B), after line 21, replace the allowable leakage formula with the following:  $W = LD\sqrt{P} \div 148,000$**

**Page 15-6, Subarticle 1510-3(B), line 32, delete “may be performed concurrently or” and replace with “shall be performed”.**

**Page 15-17, Subarticle 1540-3(E), line 27, delete “Type 1”.**

**Division 17**

**Page 17-26, line 42, Subarticle 1731-3(D) Termination and Splicing within Interconnect Center, delete this subarticle.**

Revise the *2012 Roadway Standard Drawings* as follows:

**1633.01 Sheet 1 of 1, English Standard Drawing for Matting Installation, replace “1633.01” with “1631.01”.**

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

(3-18-03)

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, 919-733-6932, or <http://www.ncagr.com/plantind/> 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 or other noxious weeds.

**STANDARD SPECIAL PROVISION****AWARD OF CONTRACT**

(6-28-77)

Z-6

“The North Carolina Department of Transportation, in accordance with the provisions of *Title VI of the Civil Rights Act of 1964* (78 Stat. 252) and the Regulations of the Department of Transportation (*49 C.F.R., Part 21*), issued pursuant to such act, hereby notifies all bidders that it will affirmatively insure that the contract entered into pursuant to this advertisement will be awarded to the lowest responsible bidder without discrimination on the ground of race, color, or national origin”.

**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 or 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

**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

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**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](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 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 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.

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**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.

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**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. 7-21-09)

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. A sample agreement is available at [www.ncdot.org/business/ocs/ojt/](http://www.ncdot.org/business/ocs/ojt/).

**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 NC120095 01/06/2012 NC95**

Z-95

Date: January 6, 2012

General Decision Number: NC120095 01/06/2012 NC95

Superseded General Decision Numbers: NC20100132

State: North Carolina

Construction Type: HIGHWAY

**COUNTIES:**

|           |             |        |
|-----------|-------------|--------|
| Brunswick | New Hanover | Pender |
|-----------|-------------|--------|

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

Modification Number  
0

Publication Date  
01/06/2012

SUNC2011-076 09/16/2011

|   | Rates | Fringes |
|---|-------|---------|
| CARPENTER (Form Work Only)                        | 13.69 |         |
| CEMENT MASON/CONCRETE FINISHER                    | 12.35 |         |
| IRONWORKER (Reinforcing)                          | 14.88 |         |
| LABORER   |       |         |
| Asphalt, Asphalt Distributor, Raker, and Spreader | 12.20 |         |
| Common or General                                 |       |         |
| Brunswick County                                  | 10.04 |         |
| New Hanover and Pender Counties                   | 10.88 |         |
| Concrete Saw                                      | 13.52 |         |
| Landscape   | 9.34  |         |
| Luteman   | 12.73 |         |
| Mason Tender (Cement/Concrete)                    | 11.43 |         |
| Pipelayer   | 12.05 |         |
| Traffic Control (Cone Setter)                     | 11.15 |         |
| Traffic Control (Flagger)                         | 9.89  |         |
| POWER EQUIPMENT OPERATORS                         |       |         |
| Backhoe/Excavator/Trackhoe                        | 13.86 |         |
| Broom/Sweeper                                     | 13.97 |         |
| Bulldozer   | 12.88 |         |
| Crane   | 19.87 |         |
| Curb Machine                                      | 14.43 |         |
| Distributor                                       | 15.27 |         |
| Drill   | 18.28 |         |
| Grader/Blade                                      | 16.47 |         |
| Loader  | 14.16 |         |
| Mechanic  | 17.37 |         |
| Milling Machine                                   | 14.38 |         |
| Oiler   | 13.58 |         |
| Paver   | 15.64 |         |
| Roller  | 13.94 |         |
| Scraper   | 14.35 |         |
| Screed  | 14.86 |         |
| Tractor   | 14.47 |         |
| TRUCK DRIVER                                      |       |         |
| Distributor                                       | 16.75 |         |
| Dump Truck  | 11.13 |         |
| Flatbed Truck                                     | 15.02 |         |
| Lowboy Truck                                      | 15.34 |         |
| Off the Road Truck                                | 13.78 |         |
| Single Axle Truck                                 | 12.13 |         |
| Tack Truck  | 16.51 |         |
| Water Truck                                       | 13.39 |         |

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

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 union or non-union.

#### Union Identifiers

An identifier enclosed in dotted lines beginning with characters other than "SU" denotes that the union classification and rate have found to be prevailing for that classification. Example: PLUM0198-005 07/01/2011. The first four letters, PLUM, indicate the international union and the four-digit number, 0198, that follows 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. The date, 07/01/2011, following these characters is the effective date of the most current negotiated rate/collective bargaining agreement which would be July 1, 2011 in the above example.

Union prevailing wage rates will be updated to reflect any changes in the collective bargaining agreements governing the rate.

#### Non-Union Identifiers

Classifications listed under an "SU" identifier were derived from survey data by computing average rates and are not union rates; however, the data used in computing these rates may include both union and non-union data. Example: SULA2004-007 5/13/2010. SU indicates the rates are not union rates, LA indicates the State of Louisiana; 2004 is the year of the survey; and 007 is an internal number used in producing the wage determination. A 1993 or later date, 5/13/2010, indicates the classifications and rates under that identifier were issued as a General Wage Determination on that date.

Survey wage rates will remain in effect and will not change until a new survey is conducted.

#### 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 Regional Office for the area in which the survey was conducted because those Regional Offices have responsibility for the Davis-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



County : Brunswick, New Hanover, Pender

| Line #               | Item Number  | Sec # | Description  | Quantity      | Unit Cost | Amount |
|----------------------|--------------|-------|--|---------------|-----------|--------|
| <b>ROADWAY ITEMS</b> |              |       |  |               |           |        |
| 0001                 | 0000100000-N | 800   | MOBILIZATION                                       | Lump Sum      | L.S.      |        |
| 0002                 | 0043000000-N | 226   | GRADING  | Lump Sum      | L.S.      |        |
| 0003                 | 0106000000-E | 230   | BORROW EXCAVATION                                  | 3,985<br>CY   |           |        |
| 0004                 | 0318000000-E | 300   | FOUNDATION CONDITIONING MATERIAL, MINOR STRUCTURES | 10<br>TON     |           |        |
| 0005                 | 0320000000-E | 300   | FOUNDATION CONDITIONING GEOTEXTILE                 | 10<br>SY      |           |        |
| 0006                 | 0448000000-E | 310   | ***** RC PIPE CULVERTS, CLASS IV (12")             | 212<br>LF     |           |        |
| 0007                 | 1220000000-E | 545   | INCIDENTAL STONE BASE                              | 889<br>TON    |           |        |
| 0008                 | 1245000000-E | SP    | SHOULDER RECONSTRUCTION                            | 18.04<br>SMI  |           |        |
| 0009                 | 1297000000-E | 607   | MILLING ASPHALT PAVEMENT, *****<br>DEPTH (1/2")    | 2,358<br>SY   |           |        |
| 0010                 | 1297000000-E | 607   | MILLING ASPHALT PAVEMENT, *****<br>DEPTH (1-1/2")  | 243,989<br>SY |           |        |
| 0011                 | 1297000000-E | 607   | MILLING ASPHALT PAVEMENT, *****<br>DEPTH (2")      | 218,634<br>SY |           |        |
| 0012                 | 1297000000-E | 607   | MILLING ASPHALT PAVEMENT, *****<br>DEPTH (2-1/2")  | 126,009<br>SY |           |        |
| 0013                 | 1297000000-E | 607   | MILLING ASPHALT PAVEMENT, *****<br>DEPTH (4")      | 65,250<br>SY  |           |        |
| 0014                 | 1330000000-E | 607   | INCIDENTAL MILLING                                 | 19,780<br>SY  |           |        |
| 0015                 | 1489000000-E | 610   | ASPHALT CONC BASE COURSE, TYPE B25.0B              | 8,368<br>TON  |           |        |
| 0016                 | 1491000000-E | 610   | ASPHALT CONC BASE COURSE, TYPE B25.0C              | 1,954<br>TON  |           |        |

County : Brunswick, New Hanover, Pender

| Line # | Item Number  | Sec # | Description   | Quantity      | Unit Cost | Amount |
|--------|--------------|-------|---|---------------|-----------|--------|
| 0017   | 1498000000-E | 610   | ASPHALT CONC INTERMEDIATE COURSE, TYPE I19.0B                                     | 18,961<br>TON |           |        |
| 001E   | 1503000000-E | 610   | ASPHALT CONC INTERMEDIATE COURSE, TYPE I19.0C                                     | 9,897<br>TON  |           |        |
| 001S   | 1519000000-E | 610   | ASPHALT CONC SURFACE COURSE, TYPE S9.5B   | 28,626<br>TON |           |        |
| 002C   | 1523000000-E | 610   | ASPHALT CONC SURFACE COURSE, TYPE S9.5C   | 49,063<br>TON |           |        |
| 0021   | 1524000000-E | SP    | ASPHALT CONC SURFACE COURSE, TYPE S9.5C (LEVELING COURSE)                         | 125<br>TON    |           |        |
| 0022   | 1525000000-E | 610   | ASPHALT CONC SURFACE COURSE, TYPE SF9.5A  | 7,965<br>TON  |           |        |
| 0023   | 1575000000-E | 620   | ASPHALT BINDER FOR PLANT MIX  | 7,004<br>TON  |           |        |
| 0024   | 1880000000-E | SP    | GENERIC PAVING ITEM<br>ASPHALT CONC SURFACE COURSE, TYPE S4.75A (LEVELING COURSE) | 255<br>TON    |           |        |
| 002E   | 1880000000-E | SP    | GENERIC PAVING ITEM<br>PATCHING EXISTING PAVEMENT (FULL DEPTH)                    | 425<br>TON    |           |        |
| 002E   | 1880000000-E | SP    | GENERIC PAVING ITEM<br>PATCHING EXISTING PAVEMENT I19.0B (MILL PATCH)             | 325<br>TON    |           |        |
| 0027   | 1880000000-E | SP    | GENERIC PAVING ITEM<br>PATCHING EXISTING PAVEMENT S9.5B (MILL PATCH)              | 1,575<br>TON  |           |        |
| 002E   | 1880000000-E | SP    | GENERIC PAVING ITEM<br>PATCHING EXISTING PAVEMENT (MILL)                          | 935<br>TON    |           |        |
| 002S   | 1891000000-E | SP    | GENERIC PAVING ITEM<br>PAVEMENT INTERLAYER  | 30,828<br>SY  |           |        |
| 003C   | 2286000000-N | 840   | MASONRY DRAINAGE STRUCTURES   | 7<br>EA       |           |        |
| 0031   | 2365000000-N | 840   | FRAME WITH TWO GRATES, STD 840.22   | 6<br>EA       |           |        |

County : Brunswick, New Hanover, Pender

| Line # | Item Number  | Sec # | Description   | Quantity  | Unit Cost | Amount |
|--------|--------------|-------|---|-----------|-----------|--------|
| 0032   | 2374000000-N | 840   | FRAME WITH GRATE & HOOD, STD 840.03, TYPE ** (E)                                  | 1<br>EA   |           |        |
| 0033   | 2396000000-N | 840   | FRAME WITH COVER, STD 840.54  | 7<br>EA   |           |        |
| 0034   | 2473000000-N | SP    | GENERIC DRAINAGE ITEM FRAME W/GRATE & HOOD, STD 840.03, TYPE E (REMOVE & REPLACE) | 1<br>EA   |           |        |
| 003E   | 2542000000-E | 846   | 1'-6" CONCRETE CURB & GUTTER  | 13<br>LF  |           |        |
| 003E   | 2549000000-E | 846   | 2'-6" CONCRETE CURB & GUTTER  | 280<br>LF |           |        |
| 0037   | 2591000000-E | 848   | 4" CONCRETE SIDEWALK  | 98<br>SY  |           |        |
| 003E   | 2600000000-N | SP    | RETROFIT EXISTING CURB RAMP   | 18<br>EA  |           |        |
| 003E   | 2605000000-N | 848   | CONCRETE CURB RAMP  | 14<br>EA  |           |        |
| 004C   | 2647000000-E | 852   | 5" MONOLITHIC CONCRETE ISLANDS (SURFACE MOUNTED)                                  | 110<br>SY |           |        |
| 0041   | 2738000000-E | SP    | GENERIC PAVING ITEM REMOVAL OF CONCRETE ISLAND                                    | 77<br>SY  |           |        |
| 0042   | 2752000000-E | SP    | GENERIC PAVING ITEM REMOVAL OF 1'-6" CURB & GUTTER                                | 28<br>LF  |           |        |
| 0043   | 2752000000-E | SP    | GENERIC PAVING ITEM REMOVE & REPLACE 2'-6" CURB & GUTTER                          | 320<br>LF |           |        |
| 0044   | 2759000000-N | SP    | GENERIC PAVING ITEM REMOVAL OF CURB RAMPS   | 6<br>EA   |           |        |
| 004E   | 2759000000-N | SP    | GENERIC PAVING ITEM REMOVE & REPLACE CURB RAMP                                    | 46<br>EA  |           |        |
| 004E   | 2800000000-N | 858   | ADJUSTMENT OF CATCH BASINS  | 1<br>EA   |           |        |
| 0047   | 2830000000-N | 858   | ADJUSTMENT OF MANHOLES  | 63<br>EA  |           |        |

County : Brunswick, New Hanover, Pender

| Line # | Item Number  | Sec # | Description  | Quantity      | Unit Cost | Amount |
|--------|--------------|-------|--|---------------|-----------|--------|
| 004E   | 2845000000-N | 858   | ADJUSTMENT OF METER BOXES OR VALVE BOXES                 | 77<br>EA      |           |        |
| 004E   | 2938000000-N | 859   | CONVERT EXISTING DROP INLET TO JUNCTION BOX WITH MANHOLE | 7<br>EA       |           |        |
| 005C   | 2995000000-N | SP    | GENERIC DRAINAGE ITEM<br>ADJUSTMENT OF MEDIAN DROP INLET | 4<br>EA       |           |        |
| 0051   | 2995000000-N | SP    | GENERIC DRAINAGE ITEM<br>ADJUSTMENT OF MONUMENTS         | 6<br>EA       |           |        |
| 0052   | 4399000000-N | 1105  | TEMPORARY TRAFFIC CONTROL                                | Lump Sum      | L.S.      |        |
| 0053   | 4400000000-E | 1110  | WORK ZONE SIGNS (STATIONARY)                             | 224<br>SF     |           |        |
| 0054   | 4405000000-E | 1110  | WORK ZONE SIGNS (PORTABLE)                               | 416<br>SF     |           |        |
| 005E   | 4415000000-N | 1115  | FLASHING ARROW BOARD                                     | 6<br>EA       |           |        |
| 005E   | 4420000000-N | 1120  | PORTABLE CHANGEABLE MESSAGE SIGN                         | 6<br>EA       |           |        |
| 0057   | 4430000000-N | 1130  | DRUMS  | 350<br>EA     |           |        |
| 005E   | 4480000000-N | 1165  | TMA  | 6<br>EA       |           |        |
| 005E   | 4510000000-N | SP    | LAW ENFORCEMENT  | 540<br>HR     |           |        |
| 006C   | 4685000000-E | 1205  | THERMOPLASTIC PAVEMENT MARKING LINES (4", 90 MILS)       | 232,907<br>LF |           |        |
| 0061   | 4686000000-E | 1205  | THERMOPLASTIC PAVEMENT MARKING LINES (4", 120 MILS)      | 255,657<br>LF |           |        |
| 0062   | 4695000000-E | 1205  | THERMOPLASTIC PAVEMENT MARKING LINES (8", 90 MILS)       | 9,770<br>LF   |           |        |
| 0063   | 4697000000-E | 1205  | THERMOPLASTIC PAVEMENT MARKING LINES (8", 120 MILS)      | 1,798<br>LF   |           |        |
| 0064   | 4700000000-E | 1205  | THERMOPLASTIC PAVEMENT MARKING LINES (12", 90 MILS)      | 1,907<br>LF   |           |        |

County : Brunswick, New Hanover, Pender

| Line # | Item Number  | Sec # | Description  | Quantity      | Unit Cost | Amount |
|--------|--------------|-------|--|---------------|-----------|--------|
| 006E   | 4702000000-E | 1205  | THERMOPLASTIC PAVEMENT MARKING LINES (12", 120 MILS)               | 1,724<br>LF   |           |        |
| 006E   | 4705000000-E | 1205  | THERMOPLASTIC PAVEMENT MARKING LINES (16", 120 MILS)               | 200<br>LF     |           |        |
| 0067   | 4710000000-E | 1205  | THERMOPLASTIC PAVEMENT MARKING LINES (24", 120 MILS)               | 6,863<br>LF   |           |        |
| 006E   | 4721000000-E | 1205  | THERMOPLASTIC PAVEMENT MARKING CHARACTER (120 MILS)                | 100<br>EA     |           |        |
| 006E   | 4725000000-E | 1205  | THERMOPLASTIC PAVEMENT MARKING SYMBOL (90 MILS)                    | 898<br>EA     |           |        |
| 007C   | 4726000000-E | 1205  | HEATED-IN-PLACE THERMOPLASTIC PAVEMENT MARKING LINES (4", 90 MILS) | 696<br>LF     |           |        |
| 0071   | 4770000000-E | 1205  | COLD APPLIED PLASTIC PAVEMENT MARKING LINES, TYPE ** (4") (IV)     | 1,200<br>LF   |           |        |
| 0072   | 4780000000-E | 1205  | COLD APPLIED PLASTIC PAVEMENT MARKING LINES, TYPE ** (8") (IV)     | 200<br>LF     |           |        |
| 007E   | 4795000000-E | 1205  | COLD APPLIED PLASTIC PAVEMENT MARKING LINES, TYPE ** (24") (IV)    | 100<br>LF     |           |        |
| 0074   | 4805000000-N | 1205  | COLD APPLIED PLASTIC PAVEMENT MARKING SYMBOL, TYPE ** (IV)         | 5<br>EA       |           |        |
| 007E   | 4810000000-E | 1205  | PAINT PAVEMENT MARKING LINES (4")                                  | 831,776<br>LF |           |        |
| 007E   | 4815000000-E | 1205  | PAINT PAVEMENT MARKING LINES (6")                                  | 51,756<br>LF  |           |        |
| 0077   | 4820000000-E | 1205  | PAINT PAVEMENT MARKING LINES (8")                                  | 11,323<br>LF  |           |        |
| 007E   | 4825000000-E | 1205  | PAINT PAVEMENT MARKING LINES (12")                                 | 3,581<br>LF   |           |        |

County : Brunswick, New Hanover, Pender

| Line # | Item Number  | Sec # | Description   | Quantity     | Unit Cost | Amount |
|--------|--------------|-------|---|--------------|-----------|--------|
| 0079   | 4835000000-E | 1205  | PAINT PAVEMENT MARKING LINES (24")  | 6,599<br>LF  |           |        |
| 0080   | 4840000000-N | 1205  | PAINT PAVEMENT MARKING CHARACTER  | 92<br>EA     |           |        |
| 0081   | 4845000000-N | 1205  | PAINT PAVEMENT MARKING SYMBOL   | 887<br>EA    |           |        |
| 0082   | 4847100000-E | 1205  | POLYUREA PAVEMENT MARKING LINES (6", *****)<br>(HIGHLY REFLECTIVE ELEMENTS) | 53,894<br>LF |           |        |
| 0083   | 4850000000-E | 1205  | REMOVAL OF PAVEMENT MARKING LINES (4")                                      | 3,650<br>LF  |           |        |
| 0084   | 4860000000-E | 1205  | REMOVAL OF PAVEMENT MARKING LINES (8")                                      | 925<br>LF    |           |        |
| 0085   | 4865000000-E | 1205  | REMOVAL OF PAVEMENT MARKING LINES (12")                                     | 480<br>LF    |           |        |
| 0086   | 4870000000-E | 1205  | REMOVAL OF PAVEMENT MARKING LINES (24")                                     | 900<br>LF    |           |        |
| 0087   | 4875000000-N | 1205  | REMOVAL OF PAVEMENT MARKING SYMBOLS & CHARACTERS                            | 43<br>EA     |           |        |
| 0088   | 4900000000-N | 1251  | PERMANENT RAISED PAVEMENT MARKERS   | 808<br>EA    |           |        |
| 0089   | 4905000000-N | 1253  | SNOWPLOWABLE PAVEMENT MARKERS   | 5,741<br>EA  |           |        |
| 0090   | 5255000000-N | 1413  | PORTABLE LIGHTING   | Lump Sum     | L.S.      |        |
| 0091   | 5672000000-N | 1515  | RELOCATE FIRE HYDRANT   | 1<br>EA      |           |        |
| 0092   | 6000000000-E | 1605  | TEMPORARY SILT FENCE  | 1,997<br>LF  |           |        |
| 0093   | 6009000000-E | 1610  | STONE FOR EROSION CONTROL, CLASS B  | 450<br>TON   |           |        |
| 0094   | 6012000000-E | 1610  | SEDIMENT CONTROL STONE  | 455<br>TON   |           |        |
| 0095   | 6015000000-E | 1615  | TEMPORARY MULCHING  | 14.24<br>ACR |           |        |

County : Brunswick, New Hanover, Pender

| Line # | Item Number  | Sec # | Description                          | Quantity     | Unit Cost | Amount |
|--------|--------------|-------|--------------------------------------|--------------|-----------|--------|
| 0096   | 6018000000-E | 1620  | SEED FOR TEMPORARY SEEDING           | 50<br>LB     |           |        |
| 0097   | 6030000000-E | 1630  | SILT EXCAVATION                      | 2<br>CY      |           |        |
| 0098   | 6036000000-E | 1631  | MATting FOR EROSION CONTROL          | 120<br>SY    |           |        |
| 0099   | 6042000000-E | 1632  | 1/4" HARDWARE CLOTH                  | 921<br>LF    |           |        |
| 0100   | 6071010000-E | SP    | WATTLE                               | 280<br>LF    |           |        |
| 0101   | 6084000000-E | 1660  | SEEDING & MULCHING                   | 13.22<br>ACR |           |        |
| 0102   | 6090000000-E | 1661  | SEED FOR REPAIR SEEDING              | 899<br>LB    |           |        |
| 0103   | 6093000000-E | 1661  | FERTILIZER FOR REPAIR SEEDING        | 4.5<br>TON   |           |        |
| 0104   | 7060000000-E | 1705  | SIGNAL CABLE                         | 1,000<br>LF  |           |        |
| 0105   | 7120000000-E | 1705  | VEHICLE SIGNAL HEAD (12", 3 SECTION) | 6<br>EA      |           |        |
| 0106   | 7144000000-E | 1705  | VEHICLE SIGNAL HEAD (12", 5 SECTION) | 2<br>EA      |           |        |
| 0107   | 7264000000-E | 1710  | MESSENGER CABLE (3/8")               | 460<br>LF    |           |        |
| 0108   | 7300000000-E | 1715  | UNPAVED TRENCHING (*****)<br>(1, 2") | 180<br>LF    |           |        |
| 0109   | 7324000000-N | 1716  | JUNCTION BOX (STANDARD SIZE)         | 17<br>EA     |           |        |
| 0110   | 7360000000-N | 1720  | WOOD POLE                            | 2<br>EA      |           |        |
| 0111   | 7372000000-N | 1721  | GUY ASSEMBLY                         | 4<br>EA      |           |        |
| 0112   | 7420000000-E | 1722  | 2" RISER WITH WEATHERHEAD            | 1<br>EA      |           |        |
| 0113   | 7444000000-E | 1725  | INDUCTIVE LOOP SAWCUT                | 22,840<br>LF |           |        |
| 0114   | 7456000000-E | 1726  | LEAD-IN CABLE (*****)<br>(14-2)      | 9,965<br>LF  |           |        |

County : Brunswick, New Hanover, Pender

| Line<br>#                                | Item Number  | Sec<br># | Description                              | Quantity | Unit Cost | Amount |
|--|--------------|----------|--|----------|-----------|--------|
| 011E                                     | 7636000000-N | 1745     | SIGN FOR SIGNALS                         | 1<br>EA  |           |        |
| 011E                                     | 7780000000-N | 1751     | DETECTOR CARD (TYPE 2070L)               | 3<br>EA  |           |        |
| 1111/Dec11/Q2376360.0/D453274210000/E116 |              |          | Total Amount Of Bid For Entire Project : |          |           |        |



**Vendor 1 of 2: S. T. WOOTEN CORPORATION (3760)**  
**Call Order 005 (Proposal: C203192)**

**Bid Information**

---

**County:** PENDER

**Address:** PO Box 2408  
3801 Black Creek Rd  
Wilson , NC , 27894

**Signature Check:** Richard\_E.\_Vick\_3760

**Time Bid Received:** January 15, 2013 01:36 PM

**Amendment Count:** 0

**Bid Checksum:** E2EF1008

**Bid Total:** \$13,982,010.20 ✓

**Items Total:** \$13,982,010.20

**Time Total:** \$0.00

**Bidding Errors:**

Item Warning : item 1519000000-E (Line# 0019) quantity

Item Warning : item 1523000000-E (Line# 0020) quantity

DBE GOAL SET 8.0

DBE GOAL MET 8.0

Vendor 1 of 2: S. T. WOOTEN CORPORATION (3760)  
Call Order 005 (Proposal: C203192)

Bid Bond Information

---

|                                     |   |
|-------------------------------------|---|
| <b>Projects:</b>                    | <b>Bond Maximum:</b>                                      |
| <b>Counties:</b>                    | <b>State of Incorporation:</b>                            |
| <b>Bond ID:</b> DAUT-LVMW-MTTY-QYYC | <b>Agency Execution Date:</b> 1/15/2013                   |
| <b>Paid by Check:</b> No            | <b>Surety Name:</b> SurePathNetwork                       |
| <b>Bond Percent:</b> 5%             | <b>Bond Agency Name:</b> Liberty Mutual Insurance Company |

Vendor 3760's Bid Information for Call 005, Letting L130115, 01/15/13

S. T. Wooten Corporation (3760)  
Call Order 005 (Proposal ID C203192)

#### LIST OF DBE PARTICIPANTS

| VENDOR<br>NUMBER | DBE NAME<br>ADDRESS  | WORK<br>CODE TYPE OF WORK | CERT<br>TYPE AMOUNT   |                      |
|------------------|--|---------------------------|-----------------------|----------------------|
| 2446 WB          | HAROLD A. PURYEAR TRUCKING CO.<br>5844 LEASE LANE , RALEIGH, NC 27617          |                           | Sub                   | 145,520.90 Committed |
| 3304 WB          | FULFORD & JONES ASPHALT INC.<br>5509 HORNES CHURCH ROAD , WILSON, NC 27896     |                           | Sub                   | 230,712.00 Committed |
| 8139 MB          | SIMMONS PUBLIC UTILITY SITE-WOR<br>6545 DOTHAN ROAD , TABOR CITY, NC 28463     |                           | Sub                   | 64,985.23 Committed  |
| 3765 WB          | STAY ALERT SAFETY SERVICES INC<br>POST OFFICE BOX 467 , KERNERSVILLE, NC 27285 |                           | Sub                   | 116,153.60 Committed |
| 3631 WB          | MAR-TECH LAND DEVELOPERS INC<br>1956 GOOSE CREEK RD SW , SHALLOTTE, NC 28470   |                           | Sub                   | 565,847.72 Committed |
|                  |  |                           | TOTAL: \$1,123,219.45 |                      |
|                  |  |                           | 8.03%                 |                      |

Vendor 3760's Bid Information for Call 005, Letting L130115, 01/15/13

S. T. Wooten Corporation (3760)  
Call Order 005 (Proposal ID C203192)

#### Miscellaneous Data Info - Contractor Responses:

#### NON-COLLUSION AND DEBARMENT CERTIFICATION

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

Explanation:  
NOT ANSWERED  
NOT ANSWERED  
NOT ANSWERED  
NOT ANSWERED

#### AWARD LIMITS ON MULTIPLE PROJECTS

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

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

The Award Limits shall apply to the following projects:

| Contract Number | County |
|-----------------|--------|
| NOT ANSWERED    |        |
| NOT ANSWERED    |        |
| NOT ANSWERED    |        |
| NOT ANSWERED    |        |
| NOT ANSWERED    |        |
| NOT ANSWERED    |        |

Bid Bond Data Info - Contractor Responses:

=====

BondID: DAUT-LVMW-MTTY-QYYC

Surety Registry Agency: SurePathNetwork

Verified?: Yes

Surety Agency: Liberty Mutual Insurance Company

Bond Execution Date: 1/15/2013

Bond Amount: \$699,100.51 (Five Percent of Bid)

Contract ID: C203192 Project(s): STATE FUNDED  
Letting Date: 01-15-13 Call Order: 005  
Bidder: 3760 - S. T. Wooten Corporation

| Line<br>No. | Item<br>Description | Approx.<br>Quantity<br>and Units | Unit Price<br>Dollars   Cts | Bid Amount<br>Dollars   Ct |
|-------------|---------------------|----------------------------------|-----------------------------|----------------------------|
|-------------|---------------------|----------------------------------|-----------------------------|----------------------------|

Section 0001 ROADWAY ITEMS

Alt Group

|      |   |                   |             |            |
|------|---|-------------------|-------------|------------|
| 0001 | 0000100000-N MOBILIZATION                                       | LUMP              | LUMP        | 600,000.00 |
| 0002 | 0043000000-N GRADING  | LUMP              | LUMP        | 25,000.00  |
| 0003 | 0106000000-E BORROW EXCAVATION                                  | 3,985.000<br>CY   | 10.00000    | 39,850.00  |
| 0004 | 0318000000-E FOUNDATION CONDITIONING MATERIAL, MINOR STRUCTURES | 10.000<br>TON     | 58.00000    | 580.00     |
| 0005 | 0320000000-E FOUNDATION CONDITIONING GEOTEXTILE                 | 10.000<br>SY      | 4.67000     | 46.70      |
| 0006 | 0448000000-E ***** RC PIPE CULVERTS, CLASS IV (12")             | 212.000<br>LF     | 48.80000    | 10,345.60  |
| 0007 | 1220000000-E INCIDENTAL STONE BASE                              | 889.000<br>TON    | 41.45000    | 36,849.05  |
| 0008 | 1245000000-E SHOULDER RECONSTRUCTION                            | 18.040<br>SMI     | 2,250.00000 | 40,590.00  |
| 0009 | 1297000000-E MILLING ASPHALT PAVEMENT, ***"DEPTH (1/2")         | 2,358.000<br>SY   | 1.80000     | 4,244.40   |
| 0010 | 1297000000-E MILLING ASPHALT PAVEMENT, ***"DEPTH (1-1/2")       | 243,989.000<br>SY | 1.00000     | 243,989.00 |
| 0011 | 1297000000-E MILLING ASPHALT PAVEMENT, ***"DEPTH (2")           | 218,634.000<br>SY | 1.15000     | 251,429.10 |

State of NC  
Dept of Transportation

Date: 12-18-12  
Revised:

Contract ID: C203192      Project(s): STATE FUNDED  
Letting Date: 01-15-13    Call Order: 005  
Bidder: 3760 - S. T. Wooten Corporation

| Line<br>No. | Item<br>Description   | Approx.<br>Quantity<br>and Units | Unit Price<br>Dollars   Cts | Bid Amount<br>Dollars   Cts |
|-------------|---|----------------------------------|-----------------------------|-----------------------------|
| 0012        | 1297000000-E MILLING<br>ASPHALT PAVEMENT,<br>***"DEPTH (2-1/2")                 | 126,009.000<br>SY                | 1.35000                     | 170,112.15                  |
| 0013        | 1297000000-E MILLING<br>ASPHALT PAVEMENT,<br>***"DEPTH (4")                     | 65,250.000<br>SY                 | 2.00000                     | 130,500.00                  |
| 0014        | 1330000000-E INCIDENTAL<br>MILLING  | 19,780.000<br>SY                 | 6.00000                     | 118,680.00                  |
| 0015        | 1489000000-E ASPHALT<br>CONC BASE COURSE, TYPE<br>B25.0B                        | 8,368.000<br>TON                 | 55.00000                    | 460,240.00                  |
| 0016        | 1491000000-E ASPHALT<br>CONC BASE COURSE, TYPE<br>B25.0C                        | 1,954.000<br>TON                 | 55.00000                    | 107,470.00                  |
| 0017        | 1498000000-E ASPHALT<br>CONC INTERMEDIATE<br>COURSE, TYPE I19.0B                | 18,961.000<br>TON                | 45.00000                    | 853,245.00                  |
| 0018        | 1503000000-E ASPHALT<br>CONC INTERMEDIATE<br>COURSE, TYPE I19.0C                | 9,897.000<br>TON                 | 45.00000                    | 445,365.00                  |
| 0019        | 1519000000-E ASPHALT<br>CONC SURFACE COURSE,<br>TYPE S9.5B                      | 28,626.000<br>TON                | 46.00000                    | 1,316,796.00                |
| 0020        | 1523000000-E ASPHALT<br>CONC SURFACE COURSE,<br>TYPE S9.5C                      | 49,063.000<br>TON                | 47.00000                    | 2,305,961.00                |
| 0021        | 1524000000-E ASPHALT<br>CONC SURFACE COURSE,<br>TYPE S9.5C (LEVELING<br>COURSE) | 125.000<br>TON                   | 72.00000                    | 9,000.00                    |
| 0022        | 1525000000-E ASPHALT<br>CONC SURFACE COURSE,<br>TYPE SF9.5A                     | 7,965.000<br>TON                 | 48.00000                    | 382,320.00                  |

State of NC  
Dept of Transportation

Date: 12-18-12  
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Contract ID: C203192 Project(s): STATE FUNDED  
Letting Date: 01-15-13 Call Order: 005  
Bidder: 3760 - S. T. Wooten Corporation

| Line<br>No. | Item<br>Description  | Approx.<br>Quantity<br>and Units | Unit Price<br>Dollars   Cts | Bid Amount<br>Dollars   Cts |
|-------------|--|----------------------------------|-----------------------------|-----------------------------|
| 0023        | 1575000000-E ASPHALT<br>BINDER FOR PLANT MIX   | 7,004.000<br>TON                 | 525.00000                   | 3,677,100.00                |
| 0024        | 1880000000-E GENERIC<br>PAVING ITEM ASPHALT CONC<br>SURFACE COURSE, TYPE<br>S4.75A (LEVELING COURSE) | 255.000<br>TON                   | 56.00000                    | 14,280.00                   |
| 0025        | 1880000000-E GENERIC<br>PAVING ITEM PATCHING<br>EXISTING PAVEMENT (FULL<br>DEPTH)                    | 425.000<br>TON                   | 150.00000                   | 63,750.00                   |
| 0026        | 1880000000-E GENERIC<br>PAVING ITEM PATCHING<br>EXISTING PAVEMENT I19.0B<br>(MILL PATCH)             | 325.000<br>TON                   | 150.00000                   | 48,750.00                   |
| 0027        | 1880000000-E GENERIC<br>PAVING ITEM PATCHING<br>EXISTING PAVEMENT S9.5B<br>(MILL PATCH)              | 1,575.000<br>TON                 | 150.00000                   | 236,250.00                  |
| 0028        | 1880000000-E GENERIC<br>PAVING ITEM PATCHING<br>EXISTING PAVEMENT<br>(MILL)                          | 935.000<br>TON                   | 150.00000                   | 140,250.00                  |
| 0029        | 1891000000-E GENERIC<br>PAVING ITEM PAVEMENT<br>INTERLAYER   | 30,828.000<br>SY                 | 11.00000                    | 339,108.00                  |
| 0030        | 2286000000-N MASONRY<br>DRAINAGE STRUCTURES  | 7.000<br>EA                      | 1,500.00000                 | 10,500.00                   |
| 0031        | 2365000000-N FRAME WITH<br>TWO GRATES, STD 840.22  | 6.000<br>EA                      | 450.00000                   | 2,700.00                    |
| 0032        | 2374000000-N FRAME WITH<br>GRATE & HOOD, STD<br>840.03, TYPE ** (E)                                  | 1.000<br>EA                      | 500.00000                   | 500.00                      |

State of NC  
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Letting Date: 01-15-13 Call Order: 005  
Bidder: 3760 - S. T. Wooten Corporation

| Line<br>No. | Item<br>Description  | Approx.<br>Quantity<br>and Units | Unit Price<br>Dollars   Cts | Bid Amount<br>Dollars   Ct |
|-------------|--|----------------------------------|-----------------------------|----------------------------|
| 0033        | 2396000000-N FRAME WITH<br>COVER, STD 840.54   | 7.000<br>EA                      | 400.00000                   | 2,800.00                   |
| 0034        | 2473000000-N GENERIC<br>DRAINAGE ITEM FRAME<br>W/GRATE & HOOD, STD<br>840.03, TYPE E (REMOVE &<br>RE- PLACE) | 1.000<br>EA                      | 950.00000                   | 950.00                     |
| 0035        | 2542000000-E 1'-6"<br>CONCRETE CURB & GUTTER   | 13.000<br>LF                     | 20.00000                    | 260.00                     |
| 0036        | 2549000000-E 2'-6"<br>CONCRETE CURB & GUTTER   | 280.000<br>LF                    | 20.00000                    | 5,600.00                   |
| 0037        | 2591000000-E 4" CONCRETE<br>SIDEWALK   | 98.000<br>SY                     | 39.00000                    | 3,822.00                   |
| 0038        | 2600000000-N RETROFIT<br>EXISTING CURB RAMP  | 18.000<br>EA                     | 700.00000                   | 12,600.00                  |
| 0039        | 2605000000-N CONCRETE<br>CURB RAMP   | 14.000<br>EA                     | 900.00000                   | 12,600.00                  |
| 0040        | 2647000000-E 5"<br>MONOLITHIC CONCRETE<br>ISLANDS (SURFACE MOUNTED)  | 110.000<br>SY                    | 49.00000                    | 5,390.00                   |
| 0041        | 2738000000-E GENERIC<br>PAVING ITEM REMOVAL OF<br>CONCRETE ISLAND  | 77.000<br>SY                     | 20.00000                    | 1,540.00                   |
| 0042        | 2752000000-E GENERIC<br>PAVING ITEM REMOVAL OF<br>1'-6" CURB & GUTTER  | 28.000<br>LF                     | 15.00000                    | 420.00                     |
| 0043        | 2752000000-E GENERIC<br>PAVING ITEM REMOVE &<br>REPLACE 2'-6" CURB &<br>GUTTER                               | 320.000<br>LF                    | 39.00000                    | 12,480.00                  |



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Bidder: 3760 - S. T. Wooten Corporation

| Line<br>No. | Item<br>Description  | Approx.<br>Quantity<br>and Units | Unit Price<br>Dollars   Cts | Bid Amount<br>Dollars   Cts |
|-------------|--|----------------------------------|-----------------------------|-----------------------------|
| 0044        | 2759000000-N GENERIC<br>PAVING ITEM REMOVAL OF<br>CURB RAMPS                   | 6.000<br>EA                      | 500.00000                   | 3,000.00                    |
| 0045        | 2759000000-N GENERIC<br>PAVING ITEM REMOVE &<br>REPLACE CURB RAMP              | 46.000<br>EA                     | 1,700.00000                 | 78,200.00                   |
| 0046        | 2800000000-N ADJUSTMENT<br>OF CATCH BASINS                                     | 1.000<br>EA                      | 500.00000                   | 500.00                      |
| 0047        | 2830000000-N ADJUSTMENT<br>OF MANHOLES   | 63.000<br>EA                     | 450.00000                   | 28,350.00                   |
| 0048        | 2845000000-N ADJUSTMENT<br>OF METER BOXES OR VALVE<br>BOXES                    | 77.000<br>EA                     | 400.00000                   | 30,800.00                   |
| 0049        | 2938000000-N CONVERT<br>EXISTING DROP INLET<br>TO JUNCTION BOX WITH<br>MANHOLE | 7.000<br>EA                      | 1,900.00000                 | 13,300.00                   |
| 0050        | 2995000000-N GENERIC<br>DRAINAGE ITEM ADJUSTMENT<br>OF MEDIAN DROP INLET       | 4.000<br>EA                      | 500.00000                   | 2,000.00                    |
| 0051        | 2995000000-N GENERIC<br>DRAINAGE ITEM ADJUSTMENT<br>OF MONUMENTS               | 6.000<br>EA                      | 400.00000                   | 2,400.00                    |
| 0052        | 4399000000-N TEMPORARY<br>TRAFFIC CONTROL                                      | LUMP                             | LUMP                        | 300,000.00                  |
| 0053        | 4400000000-E WORK ZONE<br>SIGNS (STATIONARY)                                   | 224.000<br>SF                    | 5.15000                     | 1,153.60                    |
| 0054        | 4405000000-E WORK ZONE<br>SIGNS (PORTABLE)                                     | 416.000<br>SF                    | 24.45000                    | 10,171.20                   |

State of NC  
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Bidder: 3760 - S. T. Wooten Corporation

| Line<br>No. | Item<br>Description  | Approx.<br>Quantity<br>and Units | Unit Price<br>Dollars   Cts | Bid Amount<br>Dollars   Cts |
|-------------|--|----------------------------------|-----------------------------|-----------------------------|
| 0055        | 4415000000-N FLASHING<br>ARROW BOARD                                     | 6.000<br>EA                      | 2,000.00000                 | 12,000.00                   |
| 0056        | 4420000000-N PORTABLE<br>CHANGEABLE MESSAGE SIGN                         | 6.000<br>EA                      | 5,000.00000                 | 30,000.00                   |
| 0057        | 4430000000-N DRUMS   | 350.000<br>EA                    | 50.00000                    | 17,500.00                   |
| 0058        | 4480000000-N TMA   | 6.000<br>EA                      | 5,000.00000                 | 30,000.00                   |
| 0059        | 4510000000-N LAW<br>ENFORCEMENT  | 540.000<br>HR                    | 40.00000                    | 21,600.00                   |
| 0060        | 4685000000-E THERMOPLAST<br>IC PAVEMENT MARKING LINES<br>(4", 90 MILS)   | 232,907.000<br>LF                | 0.49000                     | 114,124.43                  |
| 0061        | 4686000000-E THERMOPLAST<br>IC PAVEMENT MARKING LINES<br>(4", 120 MILS)  | 255,657.000<br>LF                | 0.56000                     | 143,167.92                  |
| 0062        | 4695000000-E THERMOPLAST<br>IC PAVEMENT MARKING LINES<br>(8", 90 MILS)   | 9,770.000<br>LF                  | 1.24000                     | 12,114.80                   |
| 0063        | 4697000000-E THERMOPLAST<br>IC PAVEMENT MARKING LINES<br>(8", 120 MILS)  | 1,798.000<br>LF                  | 2.00000                     | 3,596.00                    |
| 0064        | 4700000000-E THERMOPLAST<br>IC PAVEMENT MARKING LINES<br>(12", 90 MILS)  | 1,907.000<br>LF                  | 2.10000                     | 4,004.70                    |
| 0065        | 4702000000-E THERMOPLAST<br>IC PAVEMENT MARKING LINES<br>(12", 120 MILS) | 1,724.000<br>LF                  | 2.25000                     | 3,879.00                    |
| 0066        | 4705000000-E THERMOPLAST<br>IC PAVEMENT MARKING LINES<br>(16", 120 MILS) | 200.000<br>LF                    | 10.00000                    | 2,000.00                    |

State of NC  
Dept of Transportation

Date: 12-18-12  
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Contract ID: C203192      Project(s): STATE FUNDED  
Letting Date: 01-15-13    Call Order: 005  
Bidder: 3760 - S. T. Wooten Corporation

| Line<br>No. | Item<br>Description  | Approx.<br>Quantity<br>and Units | Unit Price<br>Dollars   Cts | Bid Amount<br>Dollars   Ct |
|-------------|--|----------------------------------|-----------------------------|----------------------------|
| 0067        | 4710000000-E THERMOPLASTIC PAVEMENT MARKING LINES (24", 120 MILS) LF               | 6,863.000                        | 6.50000                     | 44,609.50                  |
| 0068        | 4721000000-E THERMOPLASTIC PAVEMENT MARKING CHARACTER (120 MILS) EA                | 100.000                          | 90.00000                    | 9,000.00                   |
| 0069        | 4725000000-E THERMOPLASTIC PAVEMENT MARKING SYMBOL (90 MILS) EA                    | 898.000                          | 80.00000                    | 71,840.00                  |
| 0070        | 4726000000-E HEATED-IN-PLACE THERMOPLASTIC PAVEMENT MARKING LINES (4", 90 MILS) LF | 696.000                          | 3.50000                     | 2,436.00                   |
| 0071        | 4770000000-E COLD APPLIED PLASTIC PAVEMENT MARKING LINES, TYPE ** (4") (IV) LF     | 1,200.000                        | 3.50000                     | 4,200.00                   |
| 0072        | 4780000000-E COLD APPLIED PLASTIC PAVEMENT MARKING LINES, TYPE ** (8") (IV) LF     | 200.000                          | 5.25000                     | 1,050.00                   |
| 0073        | 4795000000-E COLD APPLIED PLASTIC PAVEMENT MARKING LINES, TYPE ** (24") (IV) LF    | 100.000                          | 15.00000                    | 1,500.00                   |
| 0074        | 4805000000-N COLD APPLIED PLASTIC PAVEMENT MARKING SYMBOL, TYPE ** (IV) EA         | 5.000                            | 175.00000                   | 875.00                     |
| 0075        | 4810000000-E PAINT PAVEMENT MARKING LINES (4") LF                                  | 831,776.000                      | 0.16000                     | 133,084.16                 |
| 0076        | 4815000000-E PAINT PAVEMENT MARKING LINES (6") LF                                  | 51,756.000                       | 0.21000                     | 10,868.76                  |

State of NC  
Dept of Transportation

Date: 12-18-12  
Revised:

Contract ID: C203192 Project(s): STATE FUNDED  
Letting Date: 01-15-13 Call Order: 005  
Bidder: 3760 - S. T. Wooten Corporation

| Line<br>No. | Item<br>Description   | Approx.<br>Quantity<br>and Units | Unit Price<br>Dollars   Cts | Bid Amount<br>Dollars   Cts |
|-------------|---|----------------------------------|-----------------------------|-----------------------------|
| 0077        | 4820000000-E PAINT<br>PAVEMENT MARKING LINES<br>(8")  | 11,323.000<br>LF                 | 0.29000                     | 3,283.67                    |
| 0078        | 4825000000-E PAINT<br>PAVEMENT MARKING LINES<br>(12")   | 3,581.000<br>LF                  | 0.38000                     | 1,360.78                    |
| 0079        | 4835000000-E PAINT<br>PAVEMENT MARKING LINES<br>(24")   | 6,599.000<br>LF                  | 1.75000                     | 11,548.25                   |
| 0080        | 4840000000-N PAINT<br>PAVEMENT MARKING<br>CHARAC-TER  | 92.000<br>EA                     | 38.00000                    | 3,496.00                    |
| 0081        | 4845000000-N PAINT<br>PAVEMENT MARKING SYMBOL   | 887.000<br>EA                    | 38.00000                    | 33,706.00                   |
| 0082        | 4847100000-E POLYUREA<br>PAVEMENT MARKING<br>LINES (6", *****)<br>(HIGHLY REFLECTIVE<br>ELEMENTS) | 53,894.000<br>LF                 | 1.80000                     | 97,009.20                   |
| 0083        | 4850000000-E REMOVAL OF<br>PAVEMENT MARKING LINES<br>(4")   | 3,650.000<br>LF                  | 1.00000                     | 3,650.00                    |
| 0084        | 4860000000-E REMOVAL OF<br>PAVEMENT MARKING LINES<br>(8")   | 925.000<br>LF                    | 2.00000                     | 1,850.00                    |
| 0085        | 4865000000-E REMOVAL OF<br>PAVEMENT MARKING LINES<br>(12")  | 480.000<br>LF                    | 3.00000                     | 1,440.00                    |
| 0086        | 4870000000-E REMOVAL OF<br>PAVEMENT MARKING LINES<br>(24")  | 900.000<br>LF                    | 7.00000                     | 6,300.00                    |
| 0087        | 4875000000-N REMOVAL OF<br>PAVEMENT MARKING<br>SYMBOLS & CHARACTERS                               | 43.000<br>EA                     | 65.00000                    | 2,795.00                    |

State of NC  
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Letting Date: 01-15-13 Call Order: 005  
Bidder: 3760 - S. T. Wooten Corporation

| Line<br>No. | Item<br>Description                                   | Approx.<br>Quantity<br>and Units | Unit Price<br>Dollars   Cts | Bid Amount<br>Dollars   Ct |
|-------------|---|----------------------------------|-----------------------------|----------------------------|
| 0088        | 4900000000-N PERMANENT<br>RAISED PAVEMENT<br>MARKERS  | 808.000<br>EA                    | 5.00000                     | 4,040.00                   |
| 0089        | 4905000000-N SNOWFLOWABL<br>E PAVEMENT MARKERS        | 5,741.000<br>EA                  | 21.00000                    | 120,561.00                 |
| 0090        | 5255000000-N PORTABLE<br>LIGHTING                     | LUMP                             | LUMP                        | 125,000.00                 |
| 0091        | 5672000000-N RELOCATE<br>FIRE HYDRANT                 | 1.000<br>EA                      | 3,100.00000                 | 3,100.00                   |
| 0092        | 6000000000-E TEMPORARY<br>SILT FENCE                  | 1,997.000<br>LF                  | 2.50000                     | 4,992.50                   |
| 0093        | 6009000000-E STONE FOR<br>EROSION CONTROL, CLASS<br>B | 450.000<br>TON                   | 70.00000                    | 31,500.00                  |
| 0094        | 6012000000-E SEDIMENT<br>CONTROL STONE                | 455.000<br>TON                   | 55.00000                    | 25,025.00                  |
| 0095        | 6015000000-E TEMPORARY<br>MULCHING                    | 14.240<br>ACR                    | 800.00000                   | 11,392.00                  |
| 0096        | 6018000000-E SEED FOR<br>TEMPORARY SEEDING            | 50.000<br>LB                     | 4.15000                     | 207.50                     |
| 0097        | 6030000000-E SILT<br>EXCAVATION                       | 2.000<br>CY                      | 195.00000                   | 390.00                     |
| 0098        | 6036000000-E MATTING FOR<br>EROSION CONTROL           | 120.000<br>SY                    | 3.00000                     | 360.00                     |
| 0099        | 6042000000-E 1/4"<br>HARDWARE CLOTH                   | 921.000<br>LF                    | 3.35000                     | 3,085.35                   |

State of NC  
Dept of Transportation

Date: 12-18-12  
Revised:

Contract ID: C203192 Project(s): STATE FUNDED  
Letting Date: 01-15-13 Call Order: 005  
Bidder: 3760 - S. T. Wooten Corporation

| Line<br>No. | Item<br>Description   | Approx.<br>Quantity<br>and Units | Unit Price<br>Dollars   Cts | Bid Amount<br>Dollars   Ct |
|-------------|---|----------------------------------|-----------------------------|----------------------------|
| 0100        | 6071010000-E WATTLE<br>LF                                     | 280.000                          | 7.50000                     | 2,100.00                   |
| 0101        | 6084000000-E SEEDING &<br>MULCHING<br>ACR                     | 13.220                           | 2,250.00000                 | 29,745.00                  |
| 0102        | 6090000000-E SEED FOR<br>REPAIR SEEDING<br>LB                 | 899.000                          | 5.12000                     | 4,602.88                   |
| 0103        | 6093000000-E FERTILIZER<br>FOR REPAIR SEEDING<br>TON          | 4.500                            | 1,000.00000                 | 4,500.00                   |
| 0104        | 7060000000-E SIGNAL<br>CABLE<br>LF                            | 1,000.000                        | 2.40000                     | 2,400.00                   |
| 0105        | 7120000000-E VEHICLE<br>SIGNAL HEAD (12", 3<br>SECTION)<br>EA | 6.000                            | 700.00000                   | 4,200.00                   |
| 0106        | 7144000000-E VEHICLE<br>SIGNAL HEAD (12", 5<br>SECTION)<br>EA | 2.000                            | 890.00000                   | 1,780.00                   |
| 0107        | 7264000000-E MESSENGER<br>CABLE (3/8")<br>LF                  | 460.000                          | 3.00000                     | 1,380.00                   |
| 0108        | 7300000000-E UNPAVED<br>TRENCHING (*****<br>(1, 2")<br>LF     | 180.000                          | 6.00000                     | 1,080.00                   |
| 0109        | 7324000000-N JUNCTION<br>BOX (STANDARD SIZE)<br>EA            | 17.000                           | 125.00000                   | 2,125.00                   |
| 0110        | 7360000000-N WOOD POLE<br>EA                                  | 2.000                            | 800.00000                   | 1,600.00                   |
| 0111        | 7372000000-N GUY<br>ASSEMBLY<br>EA                            | 4.000                            | 250.00000                   | 1,000.00                   |

State of NC  
Dept of Transportation

Date: 12-18-12  
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Contract ID: C203192 Project(s): STATE FUNDED  
Letting Date: 01-15-13 Call Order: 005  
Bidder: 3760 - S. T. Wooten Corporation

| Line<br>No. | Item<br>Description                            | Approx.<br>Quantity<br>and Units | Unit Price<br>Dollars   Cts | Bid Amount<br>Dollars   Ct |
|-------------|--|----------------------------------|-----------------------------|----------------------------|
| 0112        | 7420000000-E 2" RISER<br>WITH WEATHERHEAD      | 1.000<br>EA                      | 600.00000                   | 600.00                     |
| 0113        | 7444000000-E INDUCTIVE<br>LOOP SAWCUT          | 22,840.000<br>LF                 | 5.45000                     | 124,478.00                 |
| 0114        | 7456000000-E LEAD-IN<br>CABLE (*****<br>(14-2) | 9,965.000<br>LF                  | 1.60000                     | 15,944.00                  |
| 0115        | 7636000000-N SIGN FOR<br>SIGNALS               | 1.000<br>EA                      | 450.00000                   | 450.00                     |
| 0116        | 7780000000-N DETECTOR<br>CARD (TYPE 2070L)     | 3.000<br>EA                      | 115.00000                   | 345.00                     |
|             | Section 0001 Total                             |                                  |                             | 13,982,010.20              |
|             | Bid Total                                      |                                  |                             | 13,982,010.20              |

# NON-COLLUSION AND DEBARMENT CERTIFICATION

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

By submitting this bid, the bidder certifies to the best of his knowledge and belief that he and his principals:

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

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

Explanation:

NOT ANSWERED

NOT ANSWERED

NOT ANSWERED

NOT ANSWERED

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

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



AWARD LIMITS ON MULTIPLE PROJECTS

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

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

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

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

The Award Limits shall apply to the following projects:

| Contract Number | County |
|-----------------|--------|
| NOT ANSWERED    |        |
| NOT ANSWERED    |        |
| NOT ANSWERED    |        |
| NOT ANSWERED    |        |
| NOT ANSWERED    |        |
| NOT ANSWERED    |        |

It is agreed that if I am (we are) the low Bidder(s) on indicated projects, the total value of which is more than the above stipulated award limits, the Board of Transportation will award me (us) projects from among those indicated that have a total value not to exceed the award limit and will result in the lowest total bids to the Department of Transportation.

NORTH CAROLINA STATE DEPARTMENT OF TRANSPORTATION  
DBE COMMITMENT ITEMS

DATE:12-18-12  
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PROPOSAL: C203192  
LETTING: L130115 CALL: 005  
VENDOR: 3760 S. T. Wooten Corporation

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

DBE SUBCONTRACTOR: 2446 HAROLD A. PURYEAR TRUCKING CO.  
Will Use Quote: Yes

|      |              |                          |     |          |         |          |
|------|--------------|--------------------------|-----|----------|---------|----------|
| 0023 | 1575000000-E | ASP FOR PLAN             | TON | 7004.000 | 7.35000 | 51479.40 |
|      |              | Haul liquid to plant.    |     |          |         |          |
| 0019 | 1519000000-E | ASP CONC SUR             | TON | 8626.000 | 3.50000 | 30191.00 |
|      |              | Haul stockpile           |     |          |         |          |
| 0020 | 1523000000-E | ASP CONC SUR             | TON | 9063.000 | 3.50000 | 31720.50 |
|      |              | Haul stockpile.          |     |          |         |          |
| 0018 | 1503000000-E | ASP CONC INT             | TON | 2397.000 | 3.50000 | 8389.50  |
|      |              | Haul stockpile to plant. |     |          |         |          |
| 0015 | 1489000000-E | ASP CONC BAS             | TON | 868.000  | 3.50000 | 3038.00  |
|      |              | Haul stockpile.          |     |          |         |          |
| 0016 | 1491000000-E | ASP CONC BAS             | TON | 1954.000 | 3.50000 | 6839.00  |
|      |              | Haul stockpile.          |     |          |         |          |
| 0017 | 1498000000-E | ASP CONC INT             | TON | 3961.000 | 3.50000 | 13863.50 |
|      |              | Haul stockpile.          |     |          |         |          |

DBE COMMITMENT TOTAL FOR SUBCONTRACTOR:

145,520.90 Committed

DBE COMMITMENT TOTAL FOR VENDOR (SubContractor )

145,520

DBE SUBCONTRACTOR: 3304 FULFORD & JONES ASPHALT INC.  
Will Use Quote: Yes

|      |              |              |    |         |            |          |
|------|--------------|--------------|----|---------|------------|----------|
| 0030 | 2286000000-N | MASNRY DRAIN | EA | 7.000   | 1500.00000 | 10500.00 |
| 0031 | 2365000000-N | FRAME W/2GRT | EA | 6.000   | 450.00000  | 2700.00  |
| 0032 | 2374000000-N | FRAME-GRT-HD | EA | 1.000   | 500.00000  | 500.00   |
| 0033 | 2396000000-N | FRAME W/COVE | EA | 7.000   | 400.00000  | 2800.00  |
| 0034 | 2473000000-N | GENERIC DRAI | EA | 1.000   | 950.00000  | 950.00   |
| 0035 | 2542000000-E | 1'-6" CONC C | LF | 13.000  | 20.00000   | 260.00   |
| 0036 | 2549000000-E | 2'-6" CONC C | LF | 280.000 | 20.00000   | 5600.00  |
| 0037 | 2591000000-E | 4" CONCRETE  | SY | 98.000  | 39.00000   | 3822.00  |
| 0038 | 2600000000-N | RETROFIT EXT | EA | 18.000  | 700.00000  | 12600.00 |
| 0039 | 2605000000-N | CONCRETE CUR | EA | 14.000  | 900.00000  | 12600.00 |
| 0040 | 2647000000-E | 5" MONO CONC | SY | 110.000 | 49.00000   | 5390.00  |
| 0041 | 2738000000-E | GENERIC PAVI | SY | 77.000  | 20.00000   | 1540.00  |
| 0042 | 2752000000-E | GENERIC PAVI | LF | 28.000  | 15.00000   | 420.00   |
| 0043 | 2752000000-E | GENERIC PAVI | LF | 320.000 | 39.00000   | 12480.00 |
| 0044 | 2759000000-N | GENERIC PAVI | EA | 6.000   | 500.00000  | 3000.00  |
| 0045 | 2759000000-N | GENERIC PAVI | EA | 46.000  | 1700.00000 | 78200.00 |
| 0046 | 2800000000-N | ADJ CATCH BA | EA | 1.000   | 500.00000  | 500.00   |
| 0047 | 2830000000-N | ADJ MANHOLES | EA | 63.000  | 450.00000  | 28350.00 |
| 0048 | 2845000000-N | ADJ METER OR | EA | 77.000  | 400.00000  | 30800.00 |
| 0049 | 2938000000-N | CONVERT DI T | EA | 7.000   | 1900.00000 | 13300.00 |
| 0050 | 2995000000-N | GENERIC DRAI | EA | 4.000   | 500.00000  | 2000.00  |
| 0051 | 2995000000-N | GENERIC DRAI | EA | 6.000   | 400.00000  | 2400.00  |

NORTH CAROLINA STATE DEPARTMENT OF TRANSPORTATION  
DBE COMMITMENT ITEMS

DATE:12-18-12  
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| LINE NO. | ITEM NO. | ITEM DESC. | UNIT TYPE | SUBCONTRACTOR QUANTITY | SUBCONTRACTOR UNIT PRICE | EXTENDED AMOUNT |
|----------|----------|------------|-----------|------------------------|--------------------------|-----------------|
|----------|----------|------------|-----------|------------------------|--------------------------|-----------------|

|  |            |           |
|--|------------|-----------|
| DBE COMMITMENT TOTAL FOR SUBCONTRACTOR:          | 230,712.00 | Committed |
| DBE COMMITMENT TOTAL FOR VENDOR (SubContractor ) | 230,712    |           |

DBE SUBCONTRACTOR: 8139 SIMMONS PUBLIC UTILITY SITE-WORK INC.  
Will Use Quote: Yes

|      |              |              |     |          |            |          |
|------|--------------|--------------|-----|----------|------------|----------|
| 0001 | 0000100000-N | MOBILIZATION | LS  | 1.000    | 4000.00000 | 4000.00  |
| 0092 | 6000000000-E | TEMPORARY SI | LF  | 1997.000 | 2.50000    | 4992.50  |
| 0095 | 6015000000-E | TEMPORARY MU | ACR | 14.240   | 800.00000  | 11392.00 |
| 0096 | 6018000000-E | SEED FOR TEM | LB  | 50.000   | 4.15000    | 207.50   |
| 0098 | 6036000000-E | MATting FOR  | SY  | 120.000  | 3.00000    | 360.00   |
| 0099 | 6042000000-E | 1/4" HARDWAR | LF  | 921.000  | 3.35000    | 3085.35  |
| 0100 | 6071010000-E | WATTLE       | LF  | 280.000  | 7.50000    | 2100.00  |
| 0101 | 6084000000-E | SEEDING AND  | ACR | 13.220   | 2250.00000 | 29745.00 |
| 0102 | 6090000000-E | SEED FOR REP | LB  | 899.000  | 5.12000    | 4602.88  |
| 0103 | 6093000000-E | FERT FOR REP | TON | 4.500    | 1000.00000 | 4500.00  |

|  |           |           |
|--|-----------|-----------|
| DBE COMMITMENT TOTAL FOR SUBCONTRACTOR:          | 64,985.23 | Committed |
| DBE COMMITMENT TOTAL FOR VENDOR (SubContractor ) | 64,985.   |           |

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

|   |              |              |    |         |              |           |
|---|--------------|--------------|----|---------|--------------|-----------|
| 0053  | 4400000000-E | WORK ZONE SI | SF | 224.000 | 5.15000      | 1153.60   |
| Install and remove stationary construction signs.                       |              |              |    |         |              |           |
| 0052  | 4399000000-N | TEMP TRAFFIC | LS | 1.000   | 115000.00000 | 115000.00 |
| Stay Alert to install and remove lane closures. 100 days at \$1,150 per |              |              |    |         |              |           |

|  |            |           |
|--|------------|-----------|
| DBE COMMITMENT TOTAL FOR SUBCONTRACTOR:          | 116,153.60 | Committed |
| DBE COMMITMENT TOTAL FOR VENDOR (SubContractor ) | 116,153    |           |

DBE SUBCONTRACTOR: 3631 MAR-TECH LAND DEVELOPERS INC  
Will Use Quote: Yes

|  |              |              |     |            |         |           |
|--|--------------|--------------|-----|------------|---------|-----------|
| 0015   | 1489000000-E | ASP CONC BAS | TON | 7500.000   | 4.00000 | 30000.00  |
| Haul asphalt to project and haul stockpile to plant. |              |              |     |            |         |           |
| 0017   | 1498000000-E | ASP CONC INT | TON | 15000.000  | 4.00000 | 60000.00  |
| Haul asphalt to project and haul stockpile to plant. |              |              |     |            |         |           |
| 0018   | 1503000000-E | ASP CONC INT | TON | 7500.000   | 4.00000 | 30000.00  |
| Haul asphalt to project and haul stockpile to plant. |              |              |     |            |         |           |
| 0019   | 1519000000-E | ASP CONC SUR | TON | 25000.000  | 4.00000 | 100000.00 |
| Haul asphalt to project and haul stockpile to plant. |              |              |     |            |         |           |
| 0022   | 1525000000-E | ASP CONC SUR | TON | 7500.000   | 4.00000 | 30000.00  |
| Haul asphalt to project and haul stockpile to plant. |              |              |     |            |         |           |
| 0010   | 1297000000-E | MILL ASP PVM | SY  | 243989.000 | 0.16000 | 39038.24  |
| Haul millings back to the plant.                     |              |              |     |            |         |           |
| 0011   | 1297000000-E | MILL ASP PVM | SY  | 218634.000 | 0.22000 | 48099.48  |
| Haul millings to plant.                              |              |              |     |            |         |           |
| 0013   | 1297000000-E | MILL ASP PVM | SY  | 65250.000  | 0.44000 | 28710.00  |
| Haul millings to the asphalt plant.                  |              |              |     |            |         |           |

NORTH CAROLINA STATE DEPARTMENT OF TRANSPORTATION  
DBE COMMITMENT ITEMS

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| LINE NO.   | ITEM NO.     | ITEM DESC.   | UNIT TYPE | SUBCONTRACTOR QUANTITY | SUBCONTRACTOR UNIT PRICE | EXTENDED AMOUNT |
|--|--------------|--------------|-----------|------------------------|--------------------------|-----------------|
| 0020   | 1523000000-E | ASP CONC SUR | TON       | 50000.000              | 4.00000                  | 200000.00       |
| Haul asphalt to project and haul stockpile to plant. |              |              |           |                        |                          |                 |

|  |            |           |
|--|------------|-----------|
| DBE COMMITMENT TOTAL FOR SUBCONTRACTOR:          | 565,847.72 | Committed |
| DBE COMMITMENT TOTAL FOR VENDOR (SubContractor ) | 565,847    |           |

|                                  |           |            |            |
|----------------------------------|-----------|------------|------------|
| TOTAL DBE COMMITMENT FOR VENDOR: | Entered:  | 8.03% or   | 1123219.45 |
|                                  | Required: | 8.00% or   | 1118560.82 |
|                                  |           | <GOAL MET> |            |

## Contract Item Sheets For C203192

| Line #               | ItemNumber   | Sec # | Description  | Quantity Unit  | Unit Bid Price | Amount Bid |
|----------------------|--------------|-------|--|----------------|----------------|------------|
| <b>ROADWAY ITEMS</b> |              |       |  |                |                |            |
| 0001                 | 0000100000-N | 800   | MOBILIZATION                                       | Lump Sum<br>LS | 600,000.00     | 600,000.00 |
| 0002                 | 0043000000-N | 226   | GRADING  | Lump Sum<br>LS | 25,000.00      | 25,000.00  |
| 0003                 | 0106000000-E | 230   | BORROW EXCAVATION                                  | 3,985<br>CY    | 10.00          | 39,850.00  |
| 0004                 | 0318000000-E | 300   | FOUNDATION CONDITIONING MATERIAL, MINOR STRUCTURES | 10<br>TON      | 58.00          | 580.00     |
| 0005                 | 0320000000-E | 300   | FOUNDATION CONDITIONING GEOTEXTILE                 | 10<br>SY       | 4.67           | 46.70      |
| 0006                 | 0448000000-E | 310   | ***** RC PIPE CULVERTS, CLASS IV (12")             | 212<br>LF      | 48.80          | 10,345.60  |
| 0007                 | 1220000000-E | 545   | INCIDENTAL STONE BASE                              | 889<br>TON     | 41.45          | 36,849.05  |
| 0008                 | 1245000000-E | SP    | SHOULDER RECONSTRUCTION                            | 18.04<br>SMI   | 2,250.00       | 40,590.00  |
| 0009                 | 1297000000-E | 607   | MILLING ASPHALT PAVEMENT, *****<br>DEPTH (1/2")    | 2,358<br>SY    | 1.80           | 4,244.40   |
| 0010                 | 1297000000-E | 607   | MILLING ASPHALT PAVEMENT, *****<br>DEPTH (1-1/2")  | 243,989<br>SY  | 1.00           | 243,989.00 |
| 0011                 | 1297000000-E | 607   | MILLING ASPHALT PAVEMENT, *****<br>DEPTH (2")      | 218,634<br>SY  | 1.15           | 251,429.10 |
| 0012                 | 1297000000-E | 607   | MILLING ASPHALT PAVEMENT, *****<br>DEPTH (2-1/2")  | 126,009<br>SY  | 1.35           | 170,112.15 |
| 0013                 | 1297000000-E | 607   | MILLING ASPHALT PAVEMENT, *****<br>DEPTH (4")      | 65,250<br>SY   | 2.00           | 130,500.00 |
| 0014                 | 1330000000-E | 607   | INCIDENTAL MILLING                                 | 19,780<br>SY   | 6.00           | 118,680.00 |
| 0015                 | 1489000000-E | 610   | ASPHALT CONC BASE COURSE, TYPE B25.0B              | 8,368<br>TON   | 55.00          | 460,240.00 |
| 0016                 | 1491000000-E | 610   | ASPHALT CONC BASE COURSE, TYPE B25.0C              | 1,954<br>TON   | 55.00          | 107,470.00 |

## Contract Item Sheets For C203192

| Line # | ItemNumber   | Sec # | Description   | Quantity Unit | Unit Bid Price | Amount Bid   |
|--------|--------------|-------|---|---------------|----------------|--------------|
| 0017   | 1498000000-E | 610   | ASPHALT CONC INTERMEDIATE COURSE, TYPE I19.0B                                     | 18,961 TON    | 45.00          | 853,245.00   |
| 0018   | 1503000000-E | 610   | ASPHALT CONC INTERMEDIATE COURSE, TYPE I19.0C                                     | 9,897 TON     | 45.00          | 445,365.00   |
| 0019   | 1519000000-E | 610   | ASPHALT CONC SURFACE COURSE, TYPE S9.5B   | 28,626 TON    | 46.00          | 1,316,796.00 |
| 0020   | 1523000000-E | 610   | ASPHALT CONC SURFACE COURSE, TYPE S9.5C   | 49,063 TON    | 47.00          | 2,305,961.00 |
| 0021   | 1524000000-E | SP    | ASPHALT CONC SURFACE COURSE, TYPE S9.5C (LEVELING COURSE)                         | 125 TON       | 72.00          | 9,000.00     |
| 0022   | 1525000000-E | 610   | ASPHALT CONC SURFACE COURSE, TYPE SF9.5A  | 7,965 TON     | 48.00          | 382,320.00   |
| 0023   | 1575000000-E | 620   | ASPHALT BINDER FOR PLANT MIX  | 7,004 TON     | 525.00         | 3,677,100.00 |
| 0024   | 1880000000-E | SP    | GENERIC PAVING ITEM<br>ASPHALT CONC SURFACE COURSE, TYPE S4.75A (LEVELING COURSE) | 255 TON       | 56.00          | 14,280.00    |
| 0025   | 1880000000-E | SP    | GENERIC PAVING ITEM<br>PATCHING EXISTING PAVEMENT (FULL DEPTH)                    | 425 TON       | 150.00         | 63,750.00    |
| 0026   | 1880000000-E | SP    | GENERIC PAVING ITEM<br>PATCHING EXISTING PAVEMENT I19.0B (MILL PATCH)             | 325 TON       | 150.00         | 48,750.00    |
| 0027   | 1880000000-E | SP    | GENERIC PAVING ITEM<br>PATCHING EXISTING PAVEMENT S9.5B (MILL PATCH)              | 1,575 TON     | 150.00         | 236,250.00   |
| 0028   | 1880000000-E | SP    | GENERIC PAVING ITEM<br>PATCHING EXISTING PAVEMENT (MILL)                          | 935 TON       | 150.00         | 140,250.00   |
| 0029   | 1891000000-E | SP    | GENERIC PAVING ITEM<br>PAVEMENT INTERLAYER  | 30,828 SY     | 11.00          | 339,108.00   |
| 0030   | 2286000000-N | 840   | MASONRY DRAINAGE STRUCTURES   | 7 EA          | 1,500.00       | 10,500.00    |
| 0031   | 2365000000-N | 840   | FRAME WITH TWO GRATES, STD 840.22   | 6 EA          | 450.00         | 2,700.00     |
| 0032   | 2374000000-N | 840   | FRAME WITH GRATE & HOOD, STD 840.03, TYPE ** (E)                                  | 1 EA          | 500.00         | 500.00       |

## Contract Item Sheets For C203192

| Line # | ItemNumber   | Sec # | Description  | Quantity Unit | Unit Bid Price | Amount Bid |
|--------|--------------|-------|--|---------------|----------------|------------|
| 0033   | 2396000000-N | 840   | FRAME WITH COVER, STD 840.54   | 7<br>EA       | 400.00         | 2,800.00   |
| 0034   | 2473000000-N | SP    | GENERIC DRAINAGE ITEM<br>FRAME W/GRATE & HOOD, STD<br>840.03, TYPE E (REMOVE & RE-<br>PLACE) | 1<br>EA       | 950.00         | 950.00     |
| 0035   | 2542000000-E | 846   | 1'-6" CONCRETE CURB & GUTTER   | 13<br>LF      | 20.00          | 260.00     |
| 0036   | 2549000000-E | 846   | 2'-6" CONCRETE CURB & GUTTER   | 280<br>LF     | 20.00          | 5,600.00   |
| 0037   | 2591000000-E | 848   | 4" CONCRETE SIDEWALK   | 98<br>SY      | 39.00          | 3,822.00   |
| 0038   | 2600000000-N | SP    | RETROFIT EXISTING CURB RAMP  | 18<br>EA      | 700.00         | 12,600.00  |
| 0039   | 2605000000-N | 848   | CONCRETE CURB RAMP   | 14<br>EA      | 900.00         | 12,600.00  |
| 0040   | 2647000000-E | 852   | 5" MONOLITHIC CONCRETE ISLANDS<br>(SURFACE MOUNTED)  | 110<br>SY     | 49.00          | 5,390.00   |
| 0041   | 2738000000-E | SP    | GENERIC PAVING ITEM<br>REMOVAL OF CONCRETE ISLAND  | 77<br>SY      | 20.00          | 1,540.00   |
| 0042   | 2752000000-E | SP    | GENERIC PAVING ITEM<br>REMOVAL OF 1'-6" CURB & GUTTER  | 28<br>LF      | 15.00          | 420.00     |
| 0043   | 2752000000-E | SP    | GENERIC PAVING ITEM<br>REMOVE & REPLACE 2'-6" CURB &<br>GUTTER                               | 320<br>LF     | 39.00          | 12,480.00  |
| 0044   | 2759000000-N | SP    | GENERIC PAVING ITEM<br>REMOVAL OF CURB RAMPS   | 6<br>EA       | 500.00         | 3,000.00   |
| 0045   | 2759000000-N | SP    | GENERIC PAVING ITEM<br>REMOVE & REPLACE CURB RAMP  | 46<br>EA      | 1,700.00       | 78,200.00  |
| 0046   | 2800000000-N | 858   | ADJUSTMENT OF CATCH BASINS   | 1<br>EA       | 500.00         | 500.00     |
| 0047   | 2830000000-N | 858   | ADJUSTMENT OF MANHOLES   | 63<br>EA      | 450.00         | 28,350.00  |
| 0048   | 2845000000-N | 858   | ADJUSTMENT OF METER BOXES OR<br>VALVE BOXES  | 77<br>EA      | 400.00         | 30,800.00  |
| 0049   | 2938000000-N | 859   | CONVERT EXISTING DROP INLET TO<br>JUNCTION BOX WITH MANHOLE                                  | 7<br>EA       | 1,900.00       | 13,300.00  |

## Contract Item Sheets For C203192

| Line # | ItemNumber   | Sec # | Description   | Quantity Unit  | Unit Bid Price | Amount Bid |
|--------|--------------|-------|---|----------------|----------------|------------|
| 0050   | 2995000000-N | SP    | GENERIC DRAINAGE ITEM<br>ADJUSTMENT OF MEDIAN DROP<br>INLET | 4<br>EA        | 500.00         | 2,000.00   |
| 0051   | 2995000000-N | SP    | GENERIC DRAINAGE ITEM<br>ADJUSTMENT OF MONUMENTS            | 6<br>EA        | 400.00         | 2,400.00   |
| 0052   | 4399000000-N | 1105  | TEMPORARY TRAFFIC CONTROL                                   | Lump Sum<br>LS | 300,000.00     | 300,000.00 |
| 0053   | 4400000000-E | 1110  | WORK ZONE SIGNS (STATIONARY)                                | 224<br>SF      | 5.15           | 1,153.60   |
| 0054   | 4405000000-E | 1110  | WORK ZONE SIGNS (PORTABLE)                                  | 416<br>SF      | 24.45          | 10,171.20  |
| 0055   | 4415000000-N | 1115  | FLASHING ARROW BOARD  | 6<br>EA        | 2,000.00       | 12,000.00  |
| 0056   | 4420000000-N | 1120  | PORTABLE CHANGEABLE MESSAGE<br>SIGN                         | 6<br>EA        | 5,000.00       | 30,000.00  |
| 0057   | 4430000000-N | 1130  | DRUMS   | 350<br>EA      | 50.00          | 17,500.00  |
| 0058   | 4480000000-N | 1165  | TMA   | 6<br>EA        | 5,000.00       | 30,000.00  |
| 0059   | 4510000000-N | SP    | LAW ENFORCEMENT   | 540<br>HR      | 40.00          | 21,600.00  |
| 0060   | 4685000000-E | 1205  | THERMOPLASTIC PAVEMENT MARKING<br>LINES (4", 90 MILS)       | 232,907<br>LF  | 0.49           | 114,124.43 |
| 0061   | 4686000000-E | 1205  | THERMOPLASTIC PAVEMENT MARKING<br>LINES (4", 120 MILS)      | 255,657<br>LF  | 0.56           | 143,167.92 |
| 0062   | 4695000000-E | 1205  | THERMOPLASTIC PAVEMENT MARKING<br>LINES (8", 90 MILS)       | 9,770<br>LF    | 1.24           | 12,114.80  |
| 0063   | 4697000000-E | 1205  | THERMOPLASTIC PAVEMENT MARKING<br>LINES (8", 120 MILS)      | 1,798<br>LF    | 2.00           | 3,596.00   |
| 0064   | 4700000000-E | 1205  | THERMOPLASTIC PAVEMENT MARKING<br>LINES (12", 90 MILS)      | 1,907<br>LF    | 2.10           | 4,004.70   |
| 0065   | 4702000000-E | 1205  | THERMOPLASTIC PAVEMENT MARKING<br>LINES (12", 120 MILS)     | 1,724<br>LF    | 2.25           | 3,879.00   |
| 0066   | 4705000000-E | 1205  | THERMOPLASTIC PAVEMENT MARKING<br>LINES (16", 120 MILS)     | 200<br>LF      | 10.00          | 2,000.00   |
| 0067   | 4710000000-E | 1205  | THERMOPLASTIC PAVEMENT MARKING<br>LINES (24", 120 MILS)     | 6,863<br>LF    | 6.50           | 44,609.50  |



## Contract Item Sheets For C203192

| Line # | ItemNumber   | Sec # | Description  | Quantity Unit | Unit Bid Price | Amount Bid |
|--------|--------------|-------|--|---------------|----------------|------------|
| 0068   | 4721000000-E | 1205  | THERMOPLASTIC PAVEMENT MARKING CHARACTER (120 MILS)                      | 100 EA        | 90.00          | 9,000.00   |
| 0069   | 4725000000-E | 1205  | THERMOPLASTIC PAVEMENT MARKING SYMBOL (90 MILS)                          | 898 EA        | 80.00          | 71,840.00  |
| 0070   | 4726000000-E | 1205  | HEATED-IN-PLACE THERMOPLASTIC PAVEMENT MARKING LINES (4", 90 MILS)       | 696 LF        | 3.50           | 2,436.00   |
| 0071   | 4770000000-E | 1205  | COLD APPLIED PLASTIC PAVEMENT MARKING LINES, TYPE ** (4") (IV)           | 1,200 LF      | 3.50           | 4,200.00   |
| 0072   | 4780000000-E | 1205  | COLD APPLIED PLASTIC PAVEMENT MARKING LINES, TYPE ** (8") (IV)           | 200 LF        | 5.25           | 1,050.00   |
| 0073   | 4795000000-E | 1205  | COLD APPLIED PLASTIC PAVEMENT MARKING LINES, TYPE ** (24") (IV)          | 100 LF        | 15.00          | 1,500.00   |
| 0074   | 4805000000-N | 1205  | COLD APPLIED PLASTIC PAVEMENT MARKING SYMBOL, TYPE ** (IV)               | 5 EA          | 175.00         | 875.00     |
| 0075   | 4810000000-E | 1205  | PAINT PAVEMENT MARKING LINES (4")  | 831,776 LF    | 0.16           | 133,084.16 |
| 0076   | 4815000000-E | 1205  | PAINT PAVEMENT MARKING LINES (6")  | 51,756 LF     | 0.21           | 10,868.76  |
| 0077   | 4820000000-E | 1205  | PAINT PAVEMENT MARKING LINES (8")  | 11,323 LF     | 0.29           | 3,283.67   |
| 0078   | 4825000000-E | 1205  | PAINT PAVEMENT MARKING LINES (12")                                       | 3,581 LF      | 0.38           | 1,360.78   |
| 0079   | 4835000000-E | 1205  | PAINT PAVEMENT MARKING LINES (24")                                       | 6,599 LF      | 1.75           | 11,548.25  |
| 0080   | 4840000000-N | 1205  | PAINT PAVEMENT MARKING CHARACTER   | 92 EA         | 38.00          | 3,496.00   |
| 0081   | 4845000000-N | 1205  | PAINT PAVEMENT MARKING SYMBOL  | 887 EA        | 38.00          | 33,706.00  |
| 0082   | 4847100000-E | 1205  | POLYUREA PAVEMENT MARKING LINES (6", *****) (HIGHLY REFLECTIVE ELEMENTS) | 53,894 LF     | 1.80           | 97,009.20  |

## Contract Item Sheets For C203192

| Line # | ItemNumber   | Sec # | Description                                      | Quantity Unit | Unit Bid Price | Amount Bid |
|--------|--------------|-------|--|---------------|----------------|------------|
| 0083   | 4850000000-E | 1205  | REMOVAL OF PAVEMENT MARKING LINES (4")           | 3,650 LF      | 1.00           | 3,650.00   |
| 0084   | 4860000000-E | 1205  | REMOVAL OF PAVEMENT MARKING LINES (8")           | 925 LF        | 2.00           | 1,850.00   |
| 0085   | 4865000000-E | 1205  | REMOVAL OF PAVEMENT MARKING LINES (12")          | 480 LF        | 3.00           | 1,440.00   |
| 0086   | 4870000000-E | 1205  | REMOVAL OF PAVEMENT MARKING LINES (24")          | 900 LF        | 7.00           | 6,300.00   |
| 0087   | 4875000000-N | 1205  | REMOVAL OF PAVEMENT MARKING SYMBOLS & CHARACTERS | 43 EA         | 65.00          | 2,795.00   |
| 0088   | 4900000000-N | 1251  | PERMANENT RAISED PAVEMENT MARKERS                | 808 EA        | 5.00           | 4,040.00   |
| 0089   | 4905000000-N | 1253  | SNOWPLOWABLE PAVEMENT MARKERS                    | 5,741 EA      | 21.00          | 120,561.00 |
| 0090   | 5255000000-N | 1413  | PORTABLE LIGHTING                                | Lump Sum LS   | 125,000.00     | 125,000.00 |
| 0091   | 5672000000-N | 1515  | RELOCATE FIRE HYDRANT                            | 1 EA          | 3,100.00       | 3,100.00   |
| 0092   | 6000000000-E | 1605  | TEMPORARY SILT FENCE                             | 1,997 LF      | 2.50           | 4,992.50   |
| 0093   | 6009000000-E | 1610  | STONE FOR EROSION CONTROL, CLASS B               | 450 TON       | 70.00          | 31,500.00  |
| 0094   | 6012000000-E | 1610  | SEDIMENT CONTROL STONE                           | 455 TON       | 55.00          | 25,025.00  |
| 0095   | 6015000000-E | 1615  | TEMPORARY MULCHING                               | 14.24 ACR     | 800.00         | 11,392.00  |
| 0096   | 6018000000-E | 1620  | SEED FOR TEMPORARY SEEDING                       | 50 LB         | 4.15           | 207.50     |
| 0097   | 6030000000-E | 1630  | SILT EXCAVATION                                  | 2 CY          | 195.00         | 390.00     |
| 0098   | 6036000000-E | 1631  | MATTING FOR EROSION CONTROL                      | 120 SY        | 3.00           | 360.00     |
| 0099   | 6042000000-E | 1632  | 1/4" HARDWARE CLOTH                              | 921 LF        | 3.35           | 3,085.35   |
| 0100   | 6071010000-E | SP    | WATTLE   | 280 LF        | 7.50           | 2,100.00   |
| 0101   | 6084000000-E | 1660  | SEEDING & MULCHING                               | 13.22 ACR     | 2,250.00       | 29,745.00  |

## Contract Item Sheets For C203192

| Line # | ItemNumber   | Sec # | Description                          | Quantity Unit | Unit Bid Price | Amount Bid |
|--------|--------------|-------|--------------------------------------|---------------|----------------|------------|
| 0102   | 6090000000-E | 1661  | SEED FOR REPAIR SEEDING              | 899 LB        | 5.12           | 4,602.88   |
| 0103   | 6093000000-E | 1661  | FERTILIZER FOR REPAIR SEEDING        | 4.5 TON       | 1,000.00       | 4,500.00   |
| 0104   | 7060000000-E | 1705  | SIGNAL CABLE                         | 1,000 LF      | 2.40           | 2,400.00   |
| 0105   | 7120000000-E | 1705  | VEHICLE SIGNAL HEAD (12", 3 SECTION) | 6 EA          | 700.00         | 4,200.00   |
| 0106   | 7144000000-E | 1705  | VEHICLE SIGNAL HEAD (12", 5 SECTION) | 2 EA          | 890.00         | 1,780.00   |
| 0107   | 7264000000-E | 1710  | MESSENGER CABLE (3/8")               | 460 LF        | 3.00           | 1,380.00   |
| 0108   | 7300000000-E | 1715  | UNPAVED TRENCHING (*****)(1, 2")     | 180 LF        | 6.00           | 1,080.00   |
| 0109   | 7324000000-N | 1716  | JUNCTION BOX (STANDARD SIZE)         | 17 EA         | 125.00         | 2,125.00   |
| 0110   | 7360000000-N | 1720  | WOOD POLE                            | 2 EA          | 800.00         | 1,600.00   |
| 0111   | 7372000000-N | 1721  | GUY ASSEMBLY                         | 4 EA          | 250.00         | 1,000.00   |
| 0112   | 7420000000-E | 1722  | 2" RISER WITH WEATHERHEAD            | 1 EA          | 600.00         | 600.00     |
| 0113   | 7444000000-E | 1725  | INDUCTIVE LOOP SAWCUT                | 22,840 LF     | 5.45           | 124,478.00 |
| 0114   | 7456000000-E | 1726  | LEAD-IN CABLE (*****)(14-2)          | 9,965 LF      | 1.60           | 15,944.00  |
| 0115   | 7636000000-N | 1745  | SIGN FOR SIGNALS                     | 1 EA          | 450.00         | 450.00     |
| 0116   | 7780000000-N | 1751  | DETECTOR CARD (TYPE 2070L)           | 3 EA          | 115.00         | 345.00     |

TOTAL AMOUNT OF BID FOR ENTIRE PROJECT

\$13,982,010.20

0934/Feb01/Q2376360/D453274210000/E116



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

**CORPORATION**

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

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

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

**SIGNATURE OF CONTRACTOR**

S. T. Wooten Corporation

Full name of Corporation

PO Box 2408, Wilson, NC 27894-2408

Address as Prequalified

Attest

Douglas W. Godwin  
Secretary/Assistant Secretary  
Select appropriate title

By

Keith H. Merrick  
President/Vice President/Assistant Vice President  
Select appropriate title

Douglas W. Godwin  
Print or type Signer's name

Keith H. Merrick  
Print or type Signer's name

**CORPORATE SEAL**

**AFFIDAVIT MUST BE NOTARIZED**

Subscribed and sworn to before me this the

5 day of February 2013

Jennie F. Holland  
Signature of Notary Public Jennie F. Holland

of Wilson County

State of North Carolina

My Commission Expires: February 12, 2013

**NOTARY SEAL**

## DEBARMENT CERTIFICATION

### Conditions for certification:

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

### DEBARMENT CERTIFICATION

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

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

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

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

☐

Check here if an explanation is attached to this certification.

**Contract No.**     **C203192**

**County (ies):**     **New Hanover, Brunswick, Pender**

ACCEPTED BY THE  
DEPARTMENT OF TRANSPORTATION




\_\_\_\_\_  
Contract Officer



\_\_\_\_\_  
Date

Execution of Contract and Bonds  
Approved as to Form:

  
\_\_\_\_\_  
Attorney General

Signature Sheet (Bid - Acceptance by Department)

Contract No. C203192  
 County Brunswick, New  
Hanover, Pender

### CONTRACT PAYMENT BOND

|                                |  |
|--------------------------------|--|
| Date of Payment Bond Execution | <u>February 7, 2013</u>  |
| Name of Principal Contractor   | <u>S. T. Wooten Corporation</u>  |
| Name of Surety:                | <u>Liberty Mutual Insurance Company</u><br><u>175 Berkeley St; Boston, MA 02117</u>                |
| Name of Contracting Body:      | <u><b>North Carolina Department of Transportation</b></u><br><u><b>Raleigh, North Carolina</b></u> |
| Amount of Bond:                | <u>13,982,010.20</u>   |
| Contract ID No.:               | <u>C203192</u>   |
| County Name:                   | <u>Brunswick, New Hanover, Pender</u>  |
|                                | <u></u>  |
|                                | <u></u>  |

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. C203192  
County Brunswick, New  
Hanover, Pender

**CONTRACT PAYMENT BOND**

*Affix Seal of Surety Company*

Liberty Mutual Insurance Company  
Print or type Surety Company Name

By Debra S. Ritter, Attorney-in-Fact  
Print, stamp or type name of Attorney-in-Fact

Debra S. Ritter  
Signature of Attorney-in-Fact

Angela M. Yount  
Signature of Witness

Angela M. Yount  
Print or type Signer's Name

Rutherford A Marsh & McLennan Agency LLC Company  
6230 Fairview Road Suite 230  
Charlotte, NC 28210  
Address of Attorney-in-Fact

Contract No. C203192  
County Brunswick, New  
Hanover, Pender

**CONTRACT PAYMENT BOND**

**CORPORATION**

SIGNATURE OF CONTRACTOR (Principal)


S. T. Wooten Corporation

Full name of Corporation

Post Office Box 2408; Wilson, North Carolina 27894-2408

Address as prequalified

By:

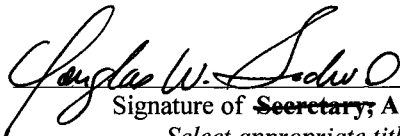
  
Signature of **President, Vice President, Assistant Vice President**  
*Select appropriate title*

Keith H. Merrick

Print or type Signer's name

*Affix Corporate Seal*

Attest



Signature of **Secretary, Assistant Secretary**  
*Select appropriate title*

Douglas W. Gadwin

Print or type Signer's name

Contract No. C203192  
 County Brunswick, New  
Hanover, Pender

### CONTRACT PERFORMANCE BOND

Date of Performance Bond Execution: February 7, 2013

Name of Principal Contractor: S. T. Wooten Corporation  
Liberty Mutual Insurance Company

Name of Surety: 175 Berkeley Street; Boston, MA 02117

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

Amount of Bond: \$13,982,010.20

Contract ID No.: C203192

County Name: Brunswick, New Hanover, Pender

\_\_\_\_\_

\_\_\_\_\_

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 it undersigned representative, pursuant to authority of its governing body.

Contract No. C203192  
County Brunswick, New  
Hanover, Pender

**CONTRACT PERFORMANCE BOND**

*Affix Seal of Surety Company*

Liberty Mutual Insurance Co.  
Print or type Surety Company Name

By Debra S. Ritter, Attorney-in-Fact  
Print, stamp or type name of Attorney-in-Fact

Debra S. Ritter  
Signature of Attorney-in-Fact

Angela M. Yount  
Signature of witness

Angela M. Yount  
Print or type Signer's Name

Rutherford A Marsh & McLennan Agency LLC Company  
6230 Fairview Road Suite 230  
Charlotte, NC 28210  
Address of Attorney-in-Fact

Contract No. C203192  
County Brunswick, New  
Hanover, Pender

**CONTRACT PERFORMANCE BOND**

**CORPORATION**

SIGNATURE OF CONTRACTOR (Principal)

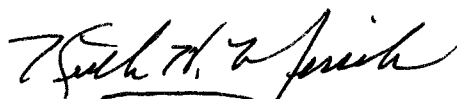
S. T. Wooten Corporation

Full name of Corporation

Post Office Box 2408; Wilson, North Carolina 27894-2408

Address as prequalified

By:



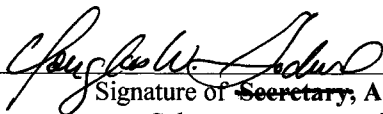
Signature of **President, Vice President, Assistant Vice President**  
*Select appropriate title*

Keith H. Merrick

Print or type Signer's name

*Affix Corporate Seal*

Attest



Signature of **Secretary, Assistant Secretary**  
*Select appropriate title*

Douglas W. Godwin

Print or type Signer's name

THIS POWER OF ATTORNEY IS NOT VALID UNLESS IT IS PRINTED ON RED BACKGROUND.

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

LIBERTY MUTUAL INSURANCE COMPANY  
BOSTON, MASSACHUSETTS  
POWER OF ATTORNEY

KNOW ALL PERSONS BY THESE PRESENTS: That Liberty Mutual Insurance Company (the "Company"), a Massachusetts stock insurance company, pursuant to and by authority of the By-law and Authorization hereinafter set forth, does hereby name, constitute and appoint

**RAYMOND J. GARRUTO, DEBRA S. RITTER, RAMONA FEWELL, MARTIN D. PALLAZZA, BRAD W. GIBSON, ANGELA M. YOUNT, ALL OF THE CITY OF CHARLOTTE, STATE OF NORTH CAROLINA.....**

each individually if there be more than one named, its true and lawful attorney-in-fact to make, execute, seal, acknowledge and deliver, for and on its behalf as surety and as its act and deed, any and all undertakings, bonds, recognizances and other surety obligations in the penal sum not exceeding **FIVE HUNDRED MILLION AND 00/100\*\*\*\*\* DOLLARS (\$ 500,000,000.00\*\*\*\*\*)** each, and the execution of such undertakings, bonds, recognizances and other surety obligations, in pursuance of these presents, shall be as binding upon the Company as if they had been duly signed by the president and attested by the secretary of the Company in their own proper persons.

That this power is made and executed pursuant to and by authority of the following By-law and Authorization:

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

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

By the following instrument the chairman or the president has authorized the officer or other official named therein to appoint attorneys-in-fact:

Pursuant to Article XIII, Section 5 of the By-Laws, Garnet W. Elliott, Assistant Secretary of Liberty Mutual Insurance Company, is hereby authorized to appoint such attorneys-in-fact as may be necessary to act in behalf of the Company to make, execute, seal, acknowledge and deliver as surety any and all undertakings, bonds, recognizances and other surety obligations.

That the By-law and the Authorization set forth above are true copies thereof and are now in full force and effect.

IN WITNESS WHEREOF, this Power of Attorney has been subscribed by an authorized officer or official of the Company and the corporate seal of Liberty Mutual Insurance Company has been affixed thereto in Plymouth Meeting, Pennsylvania this 1st day of November, 2010.

LIBERTY MUTUAL INSURANCE COMPANY

By Garnet W. Elliott  
Garnet W. Elliott, Assistant Secretary

COMMONWEALTH OF PENNSYLVANIA ss  
COUNTY OF MONTGOMERY

On this 1st day of November, 2010, before me, a Notary Public, personally came Garnet W. Elliott, to me known, and acknowledged that he is an Assistant Secretary of Liberty Mutual Insurance Company; that he knows the seal of said corporation; and that he executed the above Power of Attorney and affixed the corporate seal of Liberty Mutual Insurance Company thereto with the authority and at the direction of said corporation.

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

COMMONWEALTH OF PENNSYLVANIA  
Notarial Seal  
Teresa Pastella, Notary Public  
Plymouth Twp., Montgomery County  
My Commission Expires March 28, 2013  
Member, Pennsylvania Association of Notaries

By Teresa Pastella  
Teresa Pastella, Notary Public

CERTIFICATE

I, the undersigned, Assistant Secretary of Liberty Mutual Insurance Company, do hereby certify that the original power of attorney of which the foregoing is a full, true and correct copy, is in full force and effect on the date of this certificate; and I do further certify that the officer or official who executed the said power of attorney is an Assistant Secretary specially authorized by the chairman or the president to appoint attorneys-in-fact as provided in Article XIII, Section 5 of the By-laws of Liberty Mutual Insurance Company.

This certificate and the above power of attorney may be signed by facsimile or mechanically reproduced signatures under and by authority of the following vote of the board of directors of Liberty Mutual Insurance Company at a meeting duly called and held on the 12th day of March, 1980.

VOTED that the facsimile or mechanically reproduced signature of any assistant secretary of the company, wherever appearing upon a certified copy of any power of attorney issued by the company in connection with surety bonds, shall be valid and binding upon the company with the same force and effect as though manually affixed.

IN TESTIMONY WHEREOF, I have hereunto subscribed my name and affixed the corporate seal of the said company, this 7th day of February, 2013.

By David M. Carey  
David M. Carey, Assistant Secretary

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

To confirm the validity of this Power of Attorney call 1-610-832-8240 between 9:00 am and 4:30 pm EST on any business day.