

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

C203370

CONTRACT AND  
CONTRACT BONDS

FOR CONTRACT NO. C203370

WBS

6CR.10261.78, 6CR.10431.78, 6CR.20261.78, 6CR.20431.78 STATE FUNDED

COUNTY OF CUMBERLAND, HARNETT  
THIS IS THE ROADWAY CONTRACT  
ROUTE NUMBER LENGTH 56.770 MILES  
LOCATION 2 SECTIONS OF US-421, 1 SECTION OF NC-87 AND 19 SECTIONS OF  
SECONDARY ROADS.

CONTRACTOR JOHNSON BROS. UTILITY & PAVING COMPANY, INC.  
ADDRESS 1924 NORTH MAIN ST  
LILLINGTON, NC 275467852

BIDS OPENED JUNE 18, 2013

CONTRACT EXECUTION JUL 24 2013

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

PROPOSAL

DATE AND TIME OF BID OPENING: **JUNE 18, 2013 AT 2:00 PM**

CONTRACT ID C203370

WBS 6CR.10261.78, 6CR.10431.78, 6CR.20261.78, 6CR.20431.78

FEDERAL AID NO. STATE FUNDED  
COUNTY CUMBERLAND, HARNETT

T.I.P. NO.  
MILES 56.770

ROUTE NO.  
LOCATION 2 SECTIONS OF US-421, 1 SECTION OF NC-87 AND 19 SECTIONS OF  
SECONDARY ROADS.

TYPE OF WORK WIDENING, MILLING, RESURFACING, AND SHOULDER RECONSTRUCTION  
NOTICE:

ALL BIDDERS SHALL COMPLY WITH ALL APPLICABLE LAWS REGULATING THE PRACTICE OF GENERAL CONTRACTING AS CONTAINED IN CHAPTER 87 OF THE  
GENERAL STATUTES OF NORTH CAROLINA WHICH REQUIRES THE BIDDER TO BE LICENSED BY THE N.C. LICENSING BOARD FOR CONTRACTORS WHEN BIDDING  
ON ANY NON-FEDERAL AID PROJECT WHERE THE BID IS \$30,000 OR MORE, EXCEPT FOR CERTAIN SPECIALTY WORK AS DETERMINED BY THE LICENSING BOARD.  
BIDDERS SHALL ALSO COMPLY WITH ALL OTHER APPLICABLE LAWS REGULATING THE PRACTICES OF ELECTRICAL, PLUMBING, HEATING AND AIR CONDITIONING  
AND REFRIGERATION CONTRACTING AS CONTAINED IN CHAPTER 87 OF THE GENERAL STATUTES OF NORTH CAROLINA. NOTWITHSTANDING THESE LIMITATIONS  
ON BIDDING, THE BIDDER WHO IS AWARDED ANY 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. C203370 IN CUMBERLAND AND HARNETT 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. C203370; 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. C203370 in Cumberland and Harnett 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**

ITEM SHEET(S) (TAN SHEETS)  
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**PROJECT SPECIAL PROVISIONS****GENERAL****CONTRACT TIME AND LIQUIDATED DAMAGES:**

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

108

SP1 G10 A

The date of availability for this contract is **July 29, 2013**.

The completion date for this contract is **May 30, 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 Dollars (\$1,000.00)** per calendar day.

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

(2-20-07)

108

SP1 G14 A

The Contractor shall complete the required work of installing, maintaining, and removing the traffic control devices for lane closures and restoring traffic to the existing traffic pattern. The Contractor shall not close or narrow a lane of traffic on **Maps 4, 20, & 21** during the following time restrictions:

**DAY AND TIME RESTRICTIONS**

**Monday thru Sunday  
6:00 AM to 8:30 AM and 4:00 PM to 7:00 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 **12:00 PM (Noon)** December 31st and **8:30 AM** January 2nd. If New Year's Day is on a Friday, Saturday, Sunday or Monday, then until **8:30 AM** the following Tuesday.
3. For **Easter**, between the hours of **4:00 PM** Thursday and **8:30 AM** Monday.
4. For **Memorial Day**, between the hours of **4:00 PM** Friday and **8:30 AM** Tuesday.

5. For **Independence Day**, between the hours of **4:00 PM** the day before Independence Day and **8:30 AM** the day after Independence Day.  
  
If **Independence Day** is on a Friday, Saturday, Sunday or Monday, then between the hours of **4:00 PM** the Thursday before Independence Day and **8:30 AM** the Tuesday after Independence Day.
6. For **Labor Day**, between the hours of **4:00 PM** Friday and **8:30 AM** Tuesday.
7. For **Thanksgiving Day**, between the hours of **4:00 PM** Tuesday and **8:30 AM** Monday.
8. For **Christmas**, between the hours of **4:00 PM** the Friday before the week of Christmas Day and **8:30 AM** the following Tuesday after the week of Christmas Day.

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

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

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

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

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

(2-20-07)

108

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 1 and 3** during the following time restrictions:

**DAY AND TIME RESTRICTIONS**

**Monday thru Sunday  
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 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 **Five Hundred Dollars (\$500.00)** per hour.

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

(5-21-13)

108

SP1 G14 I

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

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

The completion date for this intermediate contract time for each inductive loop installation will be the date which is **five (5)** consecutive calendar days after the date of availability.

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

**PROSECUTION OF WORK:**

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

108

SP1 G15R

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

In the event that the Contractor's operations are suspended in violation of the above provisions, the sum of **\$ 1,000.00** 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*):

| <b>Line #</b> | <b>Description</b>                           |
|---------------|--|
| 9             | Asphalt Concrete Surface Course, Type S9.5B  |
| 10            | Asphalt Concrete Surface Course, Type SF9.5A |

**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                 |
|------------|-----------------------------|
| 16 thru 24 | Long-Life Pavement Markings |
| 27         | Permanent Pavement Markers  |
| 28 thru 34 | 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 \$ 2.9306 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. 5-21-13)

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:

| Fiscal Year                 | Progress (% of Dollar Value) |
|-----------------------------|------------------------------|
| 2014<br>(7/01/13 - 6/30/14) | 100% 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.

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

(10-16-07)(Rev. 5-21-13)

102-15(J)

SP1 G66

**Description**

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

**Definitions**

*Additional MBE/WBE Subcontractors* - Any MBE/WBE submitted at the time of bid that will not be used to meet either the MBE or WBE goal. No submittal of a Letter of Intent is required, unless the additional participation is used for banking purposes.

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

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

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

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

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

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

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

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

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

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

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

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

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

*DBE-IS Subcontractor Payment Information* - Form for reporting the payments made to all MBE/WBE firms working on the project. This form is for paper bid projects only.  
<http://www.ncdot.org/doh/forms/files/DBE-IS.xls>

*RF-1 MBE/WBE Replacement Request Form* - Form for replacing a committed MBE or WBE.  
<http://connect.ncdot.gov/projects/construction/Construction%20Forms/DBE%20MBE%20WBE%20Replacement%20Request%20Form.pdf>

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

*JC-1 Joint Check Notification Form* - Form and procedures for joint check notification. The form acts as a written joint check agreement among the parties providing full and prompt disclosure of the expected use of joint checks.  
<http://connect.ncdot.gov/projects/construction/Construction%20Forms/Joint%20Check%20Notification%20Form.pdf>

*Letter of Intent* - Form signed by the Contractor and the MBE/WBE subcontractor, manufacturer or regular dealer that affirms that a portion of said contract is going to be performed by the signed MBE/WBE for the amount listed at the time of bid.  
<http://connect.ncdot.gov/letting/LetCentral/Letter%20of%20Intent%20to%20Perform%20as%20a%20Subcontractor.pdf>

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

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

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

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

### **MBE and WBE Goal**

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

**(A) Minority Business Enterprises 4.0 %**

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

**(B) Women Business Enterprises 5.0 %**

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

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

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

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

**(A) Electronic Bids**

Bidders shall submit a listing of MBE and WBE participation in the appropriate section of Expedite, the bidding software of Bid Express®.

- (1) Submit the names and addresses of MBE and WBE firms identified to participate in the contract. If the bidder uses the updated listing of MBE and WBE firms shown in Expedite, the bidder may use the dropdown menu to access the name and address of the firms.
- (2) Submit the contract line numbers of work to be performed by each MBE and WBE firm. When no figures or firms are entered, the bidder will be considered to have no MBE or WBE participation.
- (3) The bidder shall be responsible for ensuring that the MBE and WBE are certified at the time of bid by checking the Directory of Transportation Firms. If the firm is not certified at the time of the bid-letting, that MBE's or WBE's participation will not count towards achieving either the MBE or WBE goal.

**(B) Paper Bids**

**Blank forms will not be deemed to represent zero participation.** Bids submitted that do not have MBE and WBE participation indicated on the appropriate form will not be read publicly during the opening of bids. The Department will not consider these bids for award and the proposal will be rejected.

- (1) *If either the MBE or WBE goal is more than zero,*
  - (a) Bidders, at the time the bid proposal is submitted, shall submit a listing of MBE/WBE participation, including the names and addresses on *Listing of MBE and WBE Subcontractors* contained elsewhere in the contract documents in order for the bid to be considered responsive. Bidders shall indicate the total dollar value of the MBE and WBE participation for the contract.

- (b) If bidders have no MBE or WBE participation, they shall indicate this on the *Listing of MBE and WBE Subcontractors* by entering the word "None" or the number "0." This form shall be completed in its entirety.
  - (c) The bidder shall be responsible for ensuring that the MBE/WBE is certified at the time of bid by checking the Directory of Transportation Firms. If the firm is not certified at the time of the bid-letting, that MBE's or WBE's participation will not count towards achieving the corresponding goal.
- (2) *If either the MBE or WBE goal is zero*, 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 MBE and WBE Subcontractors* contained elsewhere in the contract documents.

### **MBE or WBE Prime Contractor**

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

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

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

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

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

The documentation shall be received in the office of the State Contractor Utilization Engineer or at DBE@ncdot.gov no later than 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 MBE and WBE to be used toward the MBE and WBE goals, or if the form is incomplete (i.e. both signatures are not present), the MBE/WBE participation will not count toward meeting the MBE/WBE goal. If the lack of this participation drops the commitment below either the MBE or WBE goal, the Contractor shall submit evidence of good faith efforts for the goal not met, completed in its entirety, to the State Contractor Utilization Engineer or DBE@ncdot.gov no later than 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 either the MBE or the WBE goal, the apparent lowest responsive bidder shall submit to the Department documentation of adequate good faith efforts made to reach that specific goal(s).

A hard copy and an electronic copy of this information shall be received in the office of the State Contractor Utilization Engineer or at DBE@ncdot.gov 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 would be 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 MBE/WBE quotations shall be a part of the good faith effort submittal. This documentation may include written subcontractor quotations, telephone log notations of verbal quotations, or other types of quotation documentation.

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

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

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

- (A) Soliciting through all reasonable and available means (e.g. attendance at pre-bid meetings, advertising, written notices, use of verifiable electronic means through the use of the NCDOT Directory of Transportation Firms) the interest of all certified MBEs/WBEs 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

MBEs/WBEs to respond to the solicitation. Solicitation shall provide the opportunity to MBEs/WBEs within the Division and surrounding Divisions where the project is located. The bidder must determine with certainty if the MBEs/WBEs are interested by taking appropriate steps to follow up initial solicitations.

- (B) Selecting portions of the work to be performed by MBEs/WBEs in order to increase the likelihood that the MBE and WBE goals will be achieved.
  - (1) Where appropriate, break out contract work items into economically feasible units to facilitate MBE/WBE participation, even when the prime contractor might otherwise prefer to perform these work items with its own forces.
  - (2) Negotiate with subcontractors to assume part of the responsibility to meet the contract MBE/WBE goals when the work to be sublet includes potential for MBE/WBE participation (2<sup>nd</sup> and 3<sup>rd</sup> tier subcontractors).
- (C) Providing interested MBEs/WBEs with adequate information about the plans, specifications, and requirements of the contract in a timely manner to assist them in responding to a solicitation.
- (D)
  - (1) Negotiating in good faith with interested MBEs/WBEs. It is the bidder's responsibility to make a portion of the work available to MBE/WBE subcontractors and suppliers and to select those portions of the work or material needs consistent with the available MBE/WBE subcontractors and suppliers, so as to facilitate MBE/WBE participation. Evidence of such negotiation includes the names, addresses, and telephone numbers of MBEs/WBEs that were considered; a description of the information provided regarding the plans and specifications for the work selected for subcontracting; and evidence as to why additional agreements could not be reached for MBEs/WBEs to perform the work.
  - (2) A bidder using good business judgment would consider a number of factors in negotiating with subcontractors, including MBE/WBE subcontractors, and would take a firm's price and capabilities as well as contract goals into consideration. However, the fact that there may be some additional costs involved in finding and using MBEs/WBEs is not in itself sufficient reason for a bidder's failure to meet the contract MBE or WBE goals, as long as such costs are reasonable. Also, the ability or desire of a prime contractor to perform the work of a contract with its own organization does not relieve the bidder of the responsibility to make good faith efforts. Bidding contractors are not, however, required to accept higher quotes from MBEs/WBEs if the price difference is excessive or unreasonable.
- (E) Not rejecting MBEs/WBEs as being unqualified without sound reasons based on a thorough investigation of their capabilities. The bidder's standing within its industry, membership in specific groups, organizations, or associates and political or social affiliations (for example, union vs. non-union employee status) are not legitimate causes for the rejection or non-solicitation of bids in the bidder's efforts to meet the project goal.

- (F) Making efforts to assist interested MBEs/WBEs in obtaining bonding, lines of credit, or insurance as required by the recipient or bidder.
- (G) Making efforts to assist interested MBEs/WBEs in obtaining necessary equipment, supplies, materials, or related assistance or services.
- (H) Effectively using the services of available minority/women community organizations; minority/women contractors' groups; Federal, State, and local minority/women business assistance offices; and other organizations as allowed on a case-by-case basis to provide assistance in the recruitment and placement of MBEs/WBEs. Contact within 7 days from the bid opening the Business Development Manager in the Business Opportunity and Work Force Development Unit to give notification of the bidder's inability to get MBE or WBE quotes.
- (I) Any other evidence that the bidder submits which shows that the bidder has made reasonable good faith efforts to meet the MBE and WBE goal.

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

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

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

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

The State 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 MBE/WBE Participation Toward Meeting MBE/WBE Goals****(A) Participation**

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

**(B) Joint Checks**

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

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

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

**(D) Joint Venture**

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

**(E) Suppliers**

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

(F) Manufacturers and Regular Dealers

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

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

**Commercially Useful Function**

(A) MBE/WBE Utilization

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

(B) MBE/WBE Utilization in Trucking

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

- (1) The MBE/WBE shall be responsible for the management and supervision of the entire trucking operation for which it is responsible on a particular contract, and there shall not be a contrived arrangement for the purpose of meeting the MBE or WBE goal.

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

**Banking MBE/WBE Credit**

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

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

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

**MBE/WBE Replacement**

When a Contractor has relied on a commitment to a MBE or WBE firm (or an approved substitute MBE or WBE firm) to meet all or part of a contract goal requirement, the contractor shall not terminate the MBE/WBE for convenience. This includes, but is not limited to, instances in which the Contractor seeks to perform the work of the terminated subcontractor with another MBE/WBE subcontractor, a non-MBE/WBE subcontractor, or with the Contractor's own forces or those of an affiliate. A MBE/WBE may only be terminated after receiving the Engineer's written approval based upon a finding of good cause for the termination.

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

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

(A) Performance Related Replacement

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

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

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

**(B) Decertification Replacement**

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

**Changes in the Work**

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

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

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

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

### **Reports and Documentation**

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

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

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

### **Reporting Minority and Women Business Enterprise Participation**

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

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

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

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

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

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

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

(A) Electronic Bids Reporting

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

**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).

**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.

**RESOURCE CONSERVATION:**

(5-21-13)

104-13

SPI G118

In accordance with North Carolina Executive Order 156, NCGS 130A-309.14(2), and NCGS 136-28.8, it is the policy of the Department to aid in the reduction of materials that become a part of our solid waste stream, to divert materials from landfills, and to find ways to recycle and reuse materials for the benefit of the Citizens of North Carolina.

Initiate, develop and use products and construction methods that incorporate the use of recycled or solid waste products in accordance with Article 104-13 of the *2012 Standard Specifications*. Report the quantities of reused or recycled materials either incorporated in the project or diverted from landfills on the Project Construction Reuse and Recycling Reporting Form.

A location-based tool for finding local recycling facilities and the Project Construction Reuse and Recycling Reporting Form are available at:

<http://connect.ncdot.gov/resources/Environmental/Pages/North-Carolina-Recycling-Locations.aspx>

**DOMESTIC STEEL:**

(4-16-13)

106

SPI G120

Revise the *2012 Standard Specifications* as follows:

**Page 1-49, Subarticle 106-1(B) Domestic Steel, lines 2-7,** replace the first paragraph with the following:

All steel and iron products that are permanently incorporated into this project shall be produced in the United States except minimal amounts of foreign steel and iron products may be used provided the combined material cost of the items involved does not exceed 0.1% of the total amount bid for the entire project or \$2,500, whichever is greater. If invoices showing the cost of the material are not provided, the amount of the bid item involving the foreign material will be used for calculations. This minimal amount of foreign produced steel and iron products permitted for use is not applicable to high strength fasteners. Domestically produced high strength fasteners are required.

**OUTSOURCING OUTSIDE THE USA:**

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

SPI G150

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

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

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



**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.

**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 THE CONTRACTOR:****MAP 1**

The Contractors attention is directed to the above map. This map will include full-width milling underneath the I-95 bridge at a depth of 1.5 inches.

**MAP 14**

The Contractor's attention is directed to the above map. This map will include taper milling around the islands at I-295. The milling width will be 10'. The milling depth will be 0 - 1.5 inches.

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

(1-18-00) (Rev. 8-21-12)

560

SP1 R07CR

**Description**

This work consists of reconstructing each shoulder (including median shoulders as applicable) in accordance with Standard Drawing No. 560.01 and 560.02 of the *2012 Roadway Standard Drawings* except that the rate of slope and width will be as shown on typical section, or to the existing shoulder point, whichever is nearer, as long as the desired typical is achieved. This work shall be performed immediately after the resurfacing operations are complete as directed by the Engineer.

**Materials**

The Contractor shall furnish all material necessary for the construction of the shoulders in accordance with Section 1019 of the *2012 Standard Specifications*. All aggregate is subject to test and acceptance or rejection by the Engineer.

The Contractor shall use 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                |

A vegetative buffer shall be maintained between the disturbed area along the edge of the pavement and the ditch shoulder point to minimize erosion.

**Construction Methods**

Material shall be placed using a widening machine or similar device and compacted to the satisfaction of the Engineer.

**Measurement and Payment**

*Shoulder Reconstruction* will be considered incidental to the placement of the ASB. No separate payment shall be made for Shoulder Reconstruction.

*Aggregate Shoulder Borrow (ASB)* will be measured and paid at the contract unit price per ton that has been incorporated into the completed and accepted work. This quantity will be measured as provided for in Article 520-11. 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.

Payment will be made under:

**Pay Item**

Aggregate Shoulder Borrow (ASB)

**Pay Unit**

Ton

**SHOULDER CONSTRUCTION PROCEDURE:**

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

560

SP1 R10R

Perform shoulder construction immediately following paving operations and in no case allow paving operations to exceed shoulder operations by more than two weeks without written permission of the Engineer. Failure to meet this requirement shall be cause to cease paving operations until it can be met. Place final pavement marking after shoulder construction.

Upon completion of shoulder construction, remove construction signs and use on other projects or store at the county maintenance installation or as directed by the Engineer.

**CONSTRUCTION SEQUENCE:**

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

560

SP1 R34R

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

**INCIDENTAL STONE BASE:**

(7-1-95) (Rev. 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) (Rev. 4-16-13)

605, 609, 610

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**

| Asphalt Material                 | Temperature Range |
|----------------------------------|-------------------|
| 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 6-7, Article 609-3 FIELD VERIFICATION OF MIXTURE AND JOB MIX FORMULA ADJUSTMENTS**, lines 35-37, delete the second sentence of the second paragraph.

**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:

<https://connect.ncdot.gov/resources/Materials/MaterialsResources/WMA%20Approved%20Lists.pdf>

**Page 6-21, Subarticle 610-3(C) Job Mix Formula (JMF)**, replace Table 610-1 with the following:

**TABLE 610-1  
DESIGN MIXING TEMPERATURE AT THE ASPHALT PLANT<sup>A</sup>**

| Binder Grade | HMA             | WMA                   |
|--------------|-----------------|-----------------------|
|              | JMF Temperature | JMF Temperature Range |
| PG 64-22     | 300°F           | 225 - 275°F           |
| PG 70-22     | 315°F           | 240 - 290°F           |
| PG 76-22     | 335°F           | 260 - 310°F           |

- A. The mix temperature, when checked in the truck at the roadway, shall be within plus 15° and minus 25° of the temperature specified on the JMF.

**Page 6-21, Subarticle 610-3(C) Job Mix Formula (JMF)**, lines 4-6, delete first sentence of the second paragraph. Line 7, in the second sentence of the second paragraph, replace “275°F” with “275°F or greater.”

**Page 6-22, Article 610-4 WEATHER, TEMPERATURE AND SEASONAL LIMITATIONS FOR PRODUCING AND PLACING ASPHALT MIXTURES**, lines 15-17, replace the second sentence of the first paragraph with the following:

Do not place asphalt material when the air or surface temperatures, measured at the location of the paving operation away from artificial heat, do not meet Table 610-5.

**Page 6-23, Article 610-4 WEATHER, TEMPERATURE AND SEASONAL LIMITATIONS FOR PRODUCING AND PLACING ASPHALT MIXTURES**, replace Table 610-5 with the following:

| <b>TABLE 610-5<br/>PLACEMENT TEMPERATURES FOR ASPHALT</b> |  |
|---|--|
| <b>Asphalt Concrete Mix Type</b>                          | <b>Minimum Surface and Air Temperature</b> |
| B25.0B, C   | 35°F                                       |
| I19.0B, C, D  | 35°F                                       |
| SF9.5A, S9.5B   | 40°F                                       |
| S9.5C, S12.5C   | 45°F                                       |
| S9.5D, S12.5D   | 50°F                                       |

**Page 6-26, Article 610-7 HAULING OF ASPHALT MIXTURE**, lines 22-23, in the fourth sentence of the first paragraph replace “so as to overlap the top of the truck bed and” with “to”.

**SHOULDER WEDGE:**

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

610

SP6 R03R

Revise the *2012 Standard Specifications* as follows:

**Page 6-26, Article 610-8**, add the following after line 43:

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

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

**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 \$ **559.06** per ton.

This base price index represents an average of F.O.B. selling prices of asphalt binder at supplier's terminals on **May 1, 2013**.

**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.

**TRENCHING FOR BASE COURSE:**

(7-1-95)

R6 R79

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. Trenching shall be performed using a milling machine or similar device that will allow the excavated material to be placed directly into a container or dump truck for immediate removal. Standard digging equipment such as a motor grader, front end loader, backhoe, etc., shall not be used. The excavated material from the trenching operation may be placed on the adjacent shoulder area if needed for shoulder reconstruction. Otherwise, excess material must be removed from the roadway and placed in an approved waste site obtained by the contractor.

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. The Asphalt Concrete Base Course shall be placed in trench sections with asphalt pavement spreaders made for the purpose, or with other equipment approved by the Engineer.

Density tests may be taken every 2000 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.

For asphalt driveways, the Contractor shall cut a neat edge and remove all asphalt to the width of the proposed asphalt widening. For concrete driveways, the Contractor shall cut a neat edge and remove all concrete to the width of the proposed asphalt widening, plus 2' to 4' additional width, which shall be filled with asphalt as well. Ensure driveways are properly reconnected.

Upon completion of the paving operation, properly dispose of any excess material remaining.

No direct payment will be made for this work as the cost of this work shall be included in the contract unit price per ton for Asphalt Concrete Base Course, Type B25.0B.

**PATCHING EXISTING PAVEMENT:**

(1-15-02) (Rev.12-18-12)

610

SP6 R88R

**Description**

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

**Materials**

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

**Construction Methods**

Remove existing pavement at locations directed by the Engineer in accordance with Section 250 of the *2012 Standard Specifications*.

Place Asphalt Concrete Base Course, in lifts not exceeding 5.5 inches. Utilize compaction equipment suitable for compacting patches as small as 3.5 feet by 6 feet on each lift. Use an approved compaction pattern to achieve proper compaction. If patched pavement is to be open to traffic for more than 48 hours prior to overlay, use Asphalt Surface Course in the top 1.5 inches of the patch.

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

**Measurement and Payment**

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

Patching Existing Pavement will be considered a minor item. Any provisions included in the contract that 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.

Payment will be made under:

**Pay Item**

Patching Existing Pavement

**Pay Unit**

Ton



**ADJUSTMENT OF MANHOLES:**

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

858

SP8 R95R

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

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

**MATERIALS:**

(2-21-12) (Rev. 5-21-13)

1000, 1005, 1050, 1074, 1078, 1080, 1081, 1087, 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:**

| TABLE 1000-1<br>REQUIREMENTS FOR CONCRETE |  |                            |                        |                                   |                      |   |                    |                |              |               |              |
|---|--|----------------------------|------------------------|-----------------------------------|----------------------|---|--------------------|----------------|--------------|---------------|--------------|
| Class of<br>Concrete                      | Min. Comp.<br>Strength<br>at 28 days                             | Maximum Water-Cement Ratio |                        |                                   |                      | Consistency<br>Max. Slump                       |                    | Cement Content |              |               |              |
|   |  | Air-Entrained<br>Concrete  |                        | Non Air-<br>Entrained<br>Concrete |                      | Vibrated  | Non-<br>Vibrated   | Vibrated       |              | Non- Vibrated |              |
|   |  | Rounded<br>Aggregate       | Angular<br>Aggregate   | Rounded<br>Aggregate              | Angular<br>Aggregate |   |                    | Min.           | Max.         | Min.          | Max.         |
| <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 10-65, Article 1050-1, GENERAL, line 41, replace the first sentence with:**

All fencing material and accessories shall meet Section 106.

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

| TABLE 1005-1<br>AGGREGATE GRADATION - COARSE AGGREGATE     |     |        |        |        |        |        |        |       |       |      |       |                   |
|--|-----|--------|--------|--------|--------|--------|--------|-------|-------|------|-------|-------------------|
| Percentage of Total by Weight Passing                      |     |        |        |        |        |        |        |       |       |      |       |                   |
| Std.<br>Size #   | 2"  | 1 1/2" | 1"     | 3/4"   | 1/2"   | 3/8"   | #4     | #8    | #10   | #16  | #40   | #200              |
| 4  | 100 | 90-100 | 20-55  | 0-15   | -      | 0-5    | -      | -     | -     | -    | -     | A                 |
| 46/7M  | 100 | 95-100 | -      | 35-70  | -      | 0-30   | 0-5    | -     | -     | -    | -     | A                 |
| 5  | -   | 100    | 90-100 | 20-55  | 0-10   | 0-5    | -      | -     | -     | -    | -     | A                 |
| 57   | -   | 100    | 95-100 | -      | 25-60  | -      | 0-10   | 0-5   | -     | -    | -     | A                 |
| 57M  | -   | 100    | 95-100 | -      | 25-45  | -      | 0-10   | 0-5   | -     | -    | -     | A                 |
| 6M   | -   | -      | 100    | 90-100 | 20-55  | 0-20   | 0-8    | -     | -     | -    | -     | A                 |
| 67   | -   | -      | 100    | 90-100 | -      | 20-55  | 0-10   | 0-5   | -     | -    | -     | A                 |
| 78M  | -   | -      | -      | 100    | 98-100 | 75-100 | 20-45  | 0-15  | -     | -    | -     | A                 |
| 14M  | -   | -      | -      | -      | -      | 100    | 35-70  | 5-20  | -     | 0-8  | -     | A                 |
| 9  | -   | -      | -      | -      | -      | 100    | 85-100 | 10-40 | -     | 0-10 | -     | A                 |
| ABC  | -   | 100    | 75-97  | -      | 55-80  | -      | 35-55  | -     | 25-45 | -    | 14-30 | 4-12 <sup>B</sup> |
| ABC (M)  | -   | 100    | 75-100 | -      | 45-79  | -      | 20-40  | -     | 0-25  | -    | -     | 0-12 <sup>B</sup> |
| Light-weight C   | -   | -      | -      | -      | 100    | 80-100 | 5-40   | 0-20  | -     | 0-10 | -     | 0-2.5             |
| Remarks  |     |        |        |        |        |        |        |       |       |      |       |                   |
| AST, Sediment Control Stone                                |     |        |        |        |        |        |        |       |       |      |       |                   |
| AST, Str. Concrete, Shoulder Drain, Sediment Control Stone |     |        |        |        |        |        |        |       |       |      |       |                   |
| AST, Concrete Pavement                                     |     |        |        |        |        |        |        |       |       |      |       |                   |
| AST  |     |        |        |        |        |        |        |       |       |      |       |                   |
| AST, Str. Concrete, Asphalt Plant Mix                      |     |        |        |        |        |        |        |       |       |      |       |                   |
| Asphalt Plant Mix, AST, Str. Conc, Weep Hole Drains        |     |        |        |        |        |        |        |       |       |      |       |                   |
| AST, Weep Hole Drains, Str. Concrete                       |     |        |        |        |        |        |        |       |       |      |       |                   |
| AST  |     |        |        |        |        |        |        |       |       |      |       |                   |
| Aggregate Base Course, Aggregate Stabilization             |     |        |        |        |        |        |        |       |       |      |       |                   |
| Maintenance Stabilization                                  |     |        |        |        |        |        |        |       |       |      |       |                   |
| 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 10-115, Subarticle 1074-7(B), Gray Iron Castings, lines 10-11, replace with the first two sentences with the following:

Supply gray iron castings meeting all facets of AASHTO M 306 excluding proof load. Proof load testing will only be required for new casting designs during the design process, and

conformance to M306 loading (40,000 lbs.) will be required only when noted on the design documents.

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

| <b>TABLE 1078-1<br/>REQUIREMENTS FOR CONCRETE</b> |   |  |
|---|---|--|
| <b>Property</b>                                   | <b>28 Day Design<br/>Compressive<br/>Strength<br/>6,000 psi or less</b> | <b>28 Day Design<br/>Compressive<br/>Strength<br/>greater than<br/>6,000 psi</b> |
| 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 10-179, Subarticle 1087-4(A) Composition, lines 39-41**, replace the third paragraph with the following:

All intermixed and drop-on glass beads shall not contain more than 75 ppm arsenic or 200 ppm lead.

**Page 10-180, Subarticle 1087-4(B) Physical Characteristics, line 8**, replace the second paragraph with the following:

All intermixed and drop-on glass beads shall comply with NCGS § 136-30.2 and 23 USC § 109(r).

**Page 10-181, Subarticle 1087-7(A) Intermixed and Drop-on Glass Beads, line 24**, add the following after the first paragraph:

Use X-ray Fluorescence for the normal sampling procedure for intermixed and drop-on beads, without crushing, to check for any levels of arsenic and lead. If any arsenic or lead is detected, the sample shall be crushed and repeat the test using X-ray Fluorescence. If the X-ray Fluorescence test shows more than a LOD of 5 ppm, test the beads using United States Environmental Protection Agency Method 6010B, 6010C or 3052 for no more than 75 ppm arsenic or 200 ppm lead.

**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:

**TABLE 1092-3**  
**MINIMUM COEFFICIENT OF RETROREFLECTION FOR NC GRADE A**  
**(Candelas Per Lux Per Square Meter)**

| Observation Angle, degrees | Entrance Angle, degrees | White | Yellow | Green | Red | Blue | Fluorescent Yellow Green | Fluorescent Yellow |
|----------------------------|-------------------------|-------|--------|-------|-----|------|--------------------------|--------------------|
| 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                    | 120   | 60     | 8     | 16  | 3.6  | 64                       | 48                 |
| 1.0                        | 30.0                    | 45    | 34     | 4.5   | 9   | 2    | 36                       | 27                 |

**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.

**TRAFFIC CONTROL:**

(01-17-12) (Rev. 4-16-13)

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 typical 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 the existing asphalt wearing surface on the 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.
- (B) Mill the entire width of roadway and pave back within 72 hours.

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

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

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.

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"), LOW SHOULDER (W8-9 at 48" X 48"), LOW / SOFT SHOULDER (DOT No. 16-79860 at 48" X 48"), UNMARKED PAVEMENT AHEAD (DOT No. 116087130 at 48" X 48") and DO NOT PASS (R4-1 at 24" X 30"). When construction is completed in any area of the project, relocate signs to the next work site, as directed by the Engineer. Remove these signs at the completion of the project.

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.

### **(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") at 1 mile intervals 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") alternately at 1/2 mile intervals 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 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 pavement markings on a specific map are subject to an observation period that begins with the satisfactory completion of all pavement markings required on a specific map in accordance with Subarticle 1205-3(H) of the *2012 Standard Specifications*.

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.

WBS No: 6CR.10261.78, 6CR.20261.78, 6CR.10431.78  
6CR.20431.78  
Date: 04-11-2013  
Rev:

Harnett and Cumberland Counties

**41**

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

(01-17-12)

RWZ-5

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

|                                      |   |
|--------------------------------------|---|
| <b>Standard Pavement Markings</b>    | <i>2012 Roadway Standard Drawings:</i><br>1205.01, 1205.02, 1205.03, 1205.04, 1205.05,<br>1205.06, 1205.07, 1205.08, 1205.09, 1205.10,<br>1205.11, 1205.12, 1205.13 |
| <b>Raised Pavement Markers</b>       | <i>2012 Roadway Standard Drawings:</i><br>1205.12, 1250.01, 1251.01   |
| <b>Snowplowable Pavement Markers</b> | <i>2012 Roadway Standard Drawings:</i><br>1250.01, 1253.01  |
| <b>Milled Rumble Strips</b>          | <i>2012 Roadway Standard Drawings:</i><br>665.01  |

**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****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****MINIMUM WAGES**

(7-21-09)

Z-5

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

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

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

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

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

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

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

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

(10-16-07) (Rev. 5-21-13)

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.ncbowd.com/section/on-the-job-training](http://www.ncbowd.com/section/on-the-job-training).

**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.

County : Cumberland, Harnett

| Line #        | Item Number  | Sec # | Description  | Quantity      | Unit Cost | Amount |
|---------------|--------------|-------|--|---------------|-----------|--------|
| ROADWAY ITEMS |              |       |  |               |           |        |
| 0001          | 0000100000-N | 800   | MOBILIZATION   | Lump Sum      | L.S.      |        |
| 0002          | 0255000000-E | SP    | GENERIC GRADING ITEM<br>AGGREGATE SHOULDER BORROW            | 4,863<br>TON  |           |        |
| 0003          | 1220000000-E | 545   | INCIDENTAL STONE BASE  | 1,129<br>TON  |           |        |
| 0004          | 1297000000-E | 607   | MILLING ASPHALT PAVEMENT, ****<br>DEPTH<br>(1-1/2")          | 188,496<br>SY |           |        |
| 0005          | 1308000000-E | 607   | MILLING ASPHALT PAVEMENT, ****<br>TO *****<br>(0" TO 1-1/2") | 32,912<br>SY  |           |        |
| 0006          | 1330000000-E | 607   | INCIDENTAL MILLING   | 6,723<br>SY   |           |        |
| 0007          | 1489000000-E | 610   | ASPHALT CONC BASE COURSE, TYPE<br>B25.0B                     | 9,563<br>TON  |           |        |
| 0008          | 1498000000-E | 610   | ASPHALT CONC INTERMEDIATE<br>COURSE, TYPE I19.0B             | 3,884<br>TON  |           |        |
| 0009          | 1519000000-E | 610   | ASPHALT CONC SURFACE COURSE,<br>TYPE S9.5B                   | 44,376<br>TON |           |        |
| 0010          | 1525000000-E | 610   | ASPHALT CONC SURFACE COURSE,<br>TYPE SF9.5A                  | 23,288<br>TON |           |        |
| 0011          | 1575000000-E | 620   | ASPHALT BINDER FOR PLANT MIX                                 | 4,830<br>TON  |           |        |
| 0012          | 1704000000-E | SP    | PATCHING EXISTING PAVEMENT                                   | 7,194<br>TON  |           |        |
| 0013          | 2830000000-N | 858   | ADJUSTMENT OF MANHOLES                                       | 47<br>EA      |           |        |
| 0014          | 2845000000-N | 858   | ADJUSTMENT OF METER BOXES OR<br>VALVE BOXES                  | 23<br>EA      |           |        |
| 0015          | 4399000000-N | 1105  | TEMPORARY TRAFFIC CONTROL                                    | Lump Sum      | L.S.      |        |
| 0016          | 4685000000-E | 1205  | THERMOPLASTIC PAVEMENT MARKING<br>LINES (4", 90 MILS)        | 298,650<br>LF |           |        |
| 0017          | 4686000000-E | 1205  | THERMOPLASTIC PAVEMENT MARKING<br>LINES (4", 120 MILS)       | 253,235<br>LF |           |        |

County : Cumberland, Harnett

| Line # | Item Number  | Sec # | Description  | Quantity      | Unit Cost | Amount |
|--------|--------------|-------|--|---------------|-----------|--------|
| 0018   | 4687000000-E | 1205  | THERMOPLASTIC PAVEMENT MARKING LINES (4", 240 MILS)  | 250<br>LF     |           |        |
| 0019   | 4695000000-E | 1205  | THERMOPLASTIC PAVEMENT MARKING LINES (8", 90 MILS)   | 16,865<br>LF  |           |        |
| 0020   | 4697000000-E | 1205  | THERMOPLASTIC PAVEMENT MARKING LINES (8", 120 MILS)  | 1,200<br>LF   |           |        |
| 0021   | 4705000000-E | 1205  | THERMOPLASTIC PAVEMENT MARKING LINES (16", 120 MILS) | 300<br>LF     |           |        |
| 0022   | 4710000000-E | 1205  | THERMOPLASTIC PAVEMENT MARKING LINES (24", 120 MILS) | 1,420<br>LF   |           |        |
| 0023   | 4721000000-E | 1205  | THERMOPLASTIC PAVEMENT MARKING CHARACTER (120 MILS)  | 76<br>EA      |           |        |
| 0024   | 4725000000-E | 1205  | THERMOPLASTIC PAVEMENT MARKING SYMBOL (90 MILS)      | 183<br>EA     |           |        |
| 0025   | 4810000000-E | 1205  | PAINT PAVEMENT MARKING LINES (4")                    | 953,665<br>LF |           |        |
| 0026   | 4820000000-E | 1205  | PAINT PAVEMENT MARKING LINES (8")                    | 8,550<br>LF   |           |        |
| 0027   | 4900000000-N | 1251  | PERMANENT RAISED PAVEMENT MARKERS                    | 4,246<br>EA   |           |        |
| 0028   | 7288000000-E | 1715  | PAVED TRENCHING (*****)<br>(1, 2")                   | 150<br>LF     |           |        |
| 0029   | 7300000000-E | 1715  | UNPAVED TRENCHING (*****)<br>(1, 2")                 | 1,500<br>LF   |           |        |
| 0030   | 7324000000-N | 1716  | JUNCTION BOX (STANDARD SIZE)                         | 15<br>EA      |           |        |
| 0031   | 7348000000-N | 1716  | JUNCTION BOX (OVER-SIZED, HEAVY DUTY)                | 15<br>EA      |           |        |
| 0032   | 7420000000-E | 1722  | 2" RISER WITH WEATHERHEAD                            | 15<br>EA      |           |        |
| 0033   | 7444000000-E | 1725  | INDUCTIVE LOOP SAWCUT                                | 8,100<br>LF   |           |        |

County : Cumberland, Harnett

| Line<br># | Item Number  | Sec<br># | Description                    | Quantity    | Unit Cost | Amount |
|-----------|--------------|----------|--------------------------------|-------------|-----------|--------|
| 0034      | 7456000000-E | 1726     | LEAD-IN CABLE (*****<br>(14-2) | 1,500<br>LF |           |        |

1228/May01/Q1877265.0/D133215100000/E34

Total Amount Of Bid For Entire Project :



**Vendor 1 of 4: JOHNSON BROS. UTILITY & PAVING  
COMPANY, INC. (183)  
Call Order 011 (Proposal: C203370)**

**Bid Information**

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**County:** HARNETT**Bid Checksum:** 664DAAE7**Address:** 1924 N. Main Street  
Lillington , NC , 27546**Bid Total:** \$7,157,251.17 ✓**Signature Check:** DAVID\_GLENN\_JOHNSON\_183**Items Total:** \$7,157,251.17**Time Bid Received:** June 18, 2013 12:35 PM**Time Total:** \$0.00**Amendment Count:** 0**Bidding Errors:**  
None.**MBE GOAL SET 4.0****WBE GOAL SET 5.0****MBE GOAL MET 4.0****WBE GOAL MET 5.0**

**Vendor 1 of 4: JOHNSON BROS. UTILITY & PAVING  
COMPANY, INC. (183)  
Call Order 011 (Proposal: C203370)**

**Bid Bond Information**

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|                             |  |
|-----------------------------|--|
| <b>Projects:</b>            | <b>Bond Maximum:</b>   |
| <b>Counties:</b>            | <b>State of Incorporation:</b>                               |
| <b>Bond ID:</b> SNC13334939 | <b>Agency Execution Date:</b> 6/18/2013 9                    |
| <b>Paid by Check:</b> No    | <b>Surety Name:</b> surety2000                               |
| <b>Bond Percent:</b> 5%     | <b>Bond Agency Name:</b> The Cincinnati Insurance<br>Company |

Vendor 183's Bid Information for Call 011, Letting L130618, 06/18/13

Johnson Brothers Utility & Paving Co., Inc. (183)  
Call Order 011 (Proposal ID C203370)

#### LIST OF MBE PARTICIPANTS

| VENDOR<br>NUMBER | DBE NAME<br>ADDRESS  | WORK<br>CODE TYPE OF WORK | CERT<br>TYPE AMOUNT |           |
|------------------|--|---------------------------|---------------------|-----------|
| 12417 MB         | MASSEY TRUCKING CO.<br>290 MELISSA DRIVE , DUNN, NC 28334    |                           | Sub 42,244.94       | Committed |
| 12420 MB         | GILBERT TRUCKING<br>P. O. BOX 263 , ERWIN, NC 28339          |                           | Sub 42,244.94       | Committed |
| 7924 MB          | S. MCNEILL TRUCKING<br>P.O. BOX 4930 BUNNL , ERWIN, NC 28339 |                           | Sub 201,802.95      | Committed |
|                  |  |                           | TOTAL: \$286,292.83 |           |
|                  |  |                           | 4.00%               |           |

Vendor 183's Bid Information for Call 011, Letting L130618, 06/18/13

Johnson Brothers Utility & Paving Co., Inc. (183)  
Call Order 011 (Proposal ID C203370)

#### LIST OF WBE PARTICIPANTS

| VENDOR<br>NUMBER | DBE NAME<br>ADDRESS   | WORK<br>CODE TYPE OF WORK | CERT<br>TYPE AMOUNT |           |
|------------------|---|---------------------------|---------------------|-----------|
| 3765 WB          | STAY ALERT SAFETY SERVICES INC<br>POST OFFICE BOX 467 , KERNERSVILLE, NC 27285      |                           | Sub 25,322.00       | Committed |
| 9602 WB          | CAROLINA TRANSPORT OF GREENSBOR<br>347 SOUTH CHERRY STREET , KERNERSVILLE, NC 27284 |                           | Sub 89,355.00       | Committed |
| 2653 WB          | BROWE CONSTRUCTION CO., INC.<br>POST OFFICE BOX 1499 , CLAYTON, NC 27520            |                           | Sub 50,500.00       | Committed |
| 5059 WB          | GARRETT TRUCKING INC<br>1701 ELLIOT FARM ROAD , FAYETTEVILLE, NC 28311              |                           | Sub 192,768.96      | Committed |
|                  |   |                           | TOTAL: \$357,945.96 |           |
|                  |   |                           | 5.00%               |           |

Vendor 183's Bid Information for Call 011, Letting L130618, 06/18/13

Johnson Brothers Utility & Paving Co., Inc. (183)  
Call Order 011 (Proposal ID C203370)

#### 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: SNC13334939  
 Surety Registry Agency: surety2000  
 Verified?: Yes  
 Surety Agency: The Cincinnati Insurance Company  
 Bond Execution Date: 6/18/2013 9  
 Bond Amount: \$357,862.56 (Five Percent of Bid)

State of NC  
Dept of Transportation

Date: 05-21-13  
Revised:

Contract ID: C203370

Project(s): STATE FUNDED

Letting Date: 06-18-13 Call Order: 011

Bidder: 183 - Johnson Brothers Utility & Paving Co., Inc.

| 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 MOBILIZATIO<br>N   | LUMP                             | LUMP                        | 131,157.00                 |
| 0002                       | 0255000000-E GENERIC<br>GRADING ITEM AGGREGATE<br>SHOULDER BORROW         | 4,863.000<br>TON                 | 20.00000                    | 97,260.00                  |
| 0003                       | 1220000000-E INCIDENTAL<br>STONE BASE                                     | 1,129.000<br>TON                 | 38.00000                    | 42,902.00                  |
| 0004                       | 1297000000-E MILLING<br>ASPHALT PAVEMENT,<br>***"DEPTH (1-1/2")           | 188,496.000<br>SY                | 1.02000                     | 192,265.92                 |
| 0005                       | 1308000000-E MILLING<br>ASPHALT PAVEMENT, ***"TO<br>*****" (0" TO 1-1/2") | 32,912.000<br>SY                 | 1.48000                     | 48,709.76                  |
| 0006                       | 1330000000-E INCIDENTAL<br>MILLING  | 6,723.000<br>SY                  | 5.00000                     | 33,615.00                  |
| 0007                       | 1489000000-E ASPHALT<br>CONC BASE COURSE, TYPE<br>B25.0B                  | 9,563.000<br>TON                 | 45.44000                    | 434,542.72                 |
| 0008                       | 1498000000-E ASPHALT<br>CONC INTERMEDIATE<br>COURSE, TYPE I19.0B          | 3,884.000<br>TON                 | 34.35000                    | 133,415.40                 |
| 0009                       | 1519000000-E ASPHALT<br>CONC SURFACE COURSE,<br>TYPE S9.5B                | 44,376.000<br>TON                | 23.05000                    | 1,022,866.80               |
| 0010                       | 1525000000-E ASPHALT<br>CONC SURFACE COURSE,<br>TYPE SF9.5A               | 23,288.000<br>TON                | 23.74000                    | 552,857.12                 |
| 0011                       | 1575000000-E ASPHALT<br>BINDER FOR PLANT MIX                              | 4,830.000<br>TON                 | 650.00000                   | 3,139,500.00               |

State of NC  
Dept of Transportation

Date: 05-21-13  
Revised:

Contract ID: C203370

Project(s): STATE FUNDED

Letting Date: 06-18-13 Call Order: 011

Bidder: 183 - Johnson Brothers Utility & Paving Co., Inc.

| Line<br>No. | Item<br>Description  | Approx.<br>Quantity<br>and Units | Unit Price<br>Dollars   Cts | Bid Amount<br>Dollars   Cts |
|-------------|--|----------------------------------|-----------------------------|-----------------------------|
| 0012        | 1704000000-E PATCHING<br>EXISTING PAVEMENT                               | 7,194.000<br>TON                 | 106.00000                   | 762,564.00                  |
| 0013        | 2830000000-N ADJUSTMENT<br>OF MANHOLES                                   | 47.000<br>EA                     | 700.00000                   | 32,900.00                   |
| 0014        | 2845000000-N ADJUSTMENT<br>OF METER BOXES OR VALVE<br>BOXES              | 23.000<br>EA                     | 700.00000                   | 16,100.00                   |
| 0015        | 4399000000-N TEMPORARY<br>TRAFFIC CONTROL                                | LUMP                             | LUMP                        | 25,000.00                   |
| 0016        | 4685000000-E THERMOPLAST<br>IC PAVEMENT MARKING LINES<br>(4", 90 MILS)   | 298,650.000<br>LF                | 0.41000                     | 122,446.50                  |
| 0017        | 4686000000-E THERMOPLAST<br>IC PAVEMENT MARKING LINES<br>(4", 120 MILS)  | 253,235.000<br>LF                | 0.56000                     | 141,811.60                  |
| 0018        | 4687000000-E THERMOPLAST<br>IC PAVEMENT MARKING LINES<br>(4", 240 MILS)  | 250.000<br>LF                    | 3.00000                     | 750.00                      |
| 0019        | 4695000000-E THERMOPLAST<br>IC PAVEMENT MARKING LINES<br>(8", 90 MILS)   | 16,865.000<br>LF                 | 1.10000                     | 18,551.50                   |
| 0020        | 4697000000-E THERMOPLAST<br>IC PAVEMENT MARKING LINES<br>(8", 120 MILS)  | 1,200.000<br>LF                  | 1.25000                     | 1,500.00                    |
| 0021        | 4705000000-E THERMOPLAST<br>IC PAVEMENT MARKING LINES<br>(16", 120 MILS) | 300.000<br>LF                    | 7.00000                     | 2,100.00                    |
| 0022        | 4710000000-E THERMOPLAST<br>IC PAVEMENT MARKING LINES<br>(24", 120 MILS) | 1,420.000<br>LF                  | 8.00000                     | 11,360.00                   |

State of NC  
Dept of Transportation

Date: 05-21-13  
Revised:

Contract ID: C203370

Project(s): STATE FUNDED

Letting Date: 06-18-13 Call Order: 011

Bidder: 183 - Johnson Brothers Utility & Paving Co., Inc.

| Line<br>No. | Item<br>Description  | Approx.<br>Quantity<br>and Units | Unit Price<br>Dollars   Cts | Bid Amount<br>Dollars   Cts |
|-------------|--|----------------------------------|-----------------------------|-----------------------------|
| 0023        | 4721000000-E THERMOPLAST<br>IC PAVEMENT MARKING CHARACTER (120 MILS) | 76.000<br>EA                     | 90.00000                    | 6,840.00                    |
| 0024        | 4725000000-E THERMOPLAST<br>IC PAVEMENT MARKING SYMBOL (90 MILS)     | 183.000<br>EA                    | 100.00000                   | 18,300.00                   |
| 0025        | 4810000000-E PAINT<br>PAVEMENT MARKING LINES (4")                    | 953,665.000<br>LF                | 0.09000                     | 85,829.85                   |
| 0026        | 4820000000-E PAINT<br>PAVEMENT MARKING LINES (8")                    | 8,550.000<br>LF                  | 0.50000                     | 4,275.00                    |
| 0027        | 4900000000-N PERMANENT<br>RAISED PAVEMENT MARKERS                    | 4,246.000<br>EA                  | 3.50000                     | 14,861.00                   |
| 0028        | 7288000000-E PAVED<br>TRENCHING (*****)<br>(1, 2")                   | 150.000<br>LF                    | 8.00000                     | 1,200.00                    |
| 0029        | 7300000000-E UNPAVED<br>TRENCHING (*****)<br>(1, 2")                 | 1,500.000<br>LF                  | 4.00000                     | 6,000.00                    |
| 0030        | 7324000000-N JUNCTION<br>BOX (STANDARD SIZE)                         | 15.000<br>EA                     | 100.00000                   | 1,500.00                    |
| 0031        | 7348000000-N JUNCTION<br>BOX (OVER-SIZED, HEA-VY DUTY)               | 15.000<br>EA                     | 200.00000                   | 3,000.00                    |
| 0032        | 7420000000-E 2" RISER<br>WITH WEATHERHEAD                            | 15.000<br>EA                     | 350.00000                   | 5,250.00                    |
| 0033        | 7444000000-E INDUCTIVE<br>LOOP SAWCUT                                | 8,100.000<br>LF                  | 5.45000                     | 44,145.00                   |

State of NC  
Dept of Transportation

Date: 05-21-13  
Revised:

Contract ID: C203370

Project(s): STATE FUNDED

Letting Date: 06-18-13 Call Order: 011

Bidder: 183 - Johnson Brothers Utility & Paving Co., Inc.

|         |                      |  |           |  |            |     |              |
|---------|----------------------|--|-----------|--|------------|-----|--------------|
| +-----+ |                      |  |           |  |            |     |              |
| Line    | Item                 |  | Approx.   |  | Unit Price |     | Bid Amount   |
| No.     | Description          |  | Quantity  |  | -----      |     | -----        |
|         |                      |  | and Units |  | Dollars    | Cts | Dollars  Ct  |
| +-----+ |                      |  |           |  |            |     |              |
|         | 7456000000-E LEAD-IN |  |           |  |            |     |              |
| 0034    | CABLE (*****)        |  | 1,500.000 |  | 1.25000    |     | 1,875.00     |
|         | (14-2)               |  | LF        |  |            |     |              |
| +-----+ |                      |  |           |  |            |     |              |
|         |                      |  |           |  |            |     |              |
|         | Section 0001 Total   |  |           |  |            |     | 7,157,251.17 |
| +-----+ |                      |  |           |  |            |     |              |
|         |                      |  |           |  |            |     |              |
|         | Bid Total            |  |           |  |            |     | 7,157,251.17 |
| +-----+ |                      |  |           |  |            |     |              |



## 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  
MBE COMMITMENT ITEMS

DATE:05-21-13  
PAGE: 7

PROPOSAL: C203370  
LETTING: L130618 CALL: 011  
VENDOR: 183 Johnson Brothers Utility & Paving Co., Inc.

| LINE NO.  | ITEM NO.     | ITEM DESC.   | UNIT TYPE | SUBCONTRACTOR QUANTITY | SUBCONTRACTOR UNIT PRICE | EXTENDED AMOUNT |
|---|--------------|--------------|-----------|------------------------|--------------------------|-----------------|
| MBE SUBCONTRACTOR: 12417 MASSEY TRUCKING CO.<br>Will Use Quote: Yes |              |              |           |                        |                          |                 |
| 0007  | 1489000000-E | ASP CONC BAS | TON       | 628.000                | 6.26000                  | 3931.28         |
| 0008  | 1498000000-E | ASP CONC INT | TON       | 228.000                | 5.70000                  | 1299.60         |
| 0009  | 1519000000-E | ASP CONC SUR | TON       | 5028.000               | 4.88000                  | 24536.64        |
| 0010  | 1525000000-E | ASP CONC SUR | TON       | 2019.000               | 6.18000                  | 12477.42        |

MBE COMMITMENT TOTAL FOR SUBCONTRACTOR:

42,244.94 Committed

MBE SUBCONTRACTOR: 12420 GILBERT TRUCKING  
Will Use Quote: Yes

|      |              |              |     |          |         |          |
|------|--------------|--------------|-----|----------|---------|----------|
| 0007 | 1489000000-E | ASP CONC BAS | TON | 628.000  | 6.26000 | 3931.28  |
| 0008 | 1498000000-E | ASP CONC INT | TON | 228.000  | 5.70000 | 1299.60  |
| 0009 | 1519000000-E | ASP CONC SUR | TON | 5028.000 | 4.88000 | 24536.64 |
| 0010 | 1525000000-E | ASP CONC SUR | TON | 2019.000 | 6.18000 | 12477.42 |

MBE COMMITMENT TOTAL FOR SUBCONTRACTOR:

42,244.94 Committed

MBE SUBCONTRACTOR: 7924 S. MCNEILL TRUCKING  
Will Use Quote: Yes

|      |              |              |     |           |         |          |
|------|--------------|--------------|-----|-----------|---------|----------|
| 0007 | 1489000000-E | ASP CONC BAS | TON | 2512.000  | 6.26000 | 15725.12 |
| 0008 | 1498000000-E | ASP CONC INT | TON | 912.000   | 5.70000 | 5198.40  |
| 0009 | 1519000000-E | ASP CONC SUR | TON | 19184.000 | 4.88000 | 93617.92 |
| 0012 | 1704000000-E | PATCHING EXI | TON | 1888.500  | 9.76000 | 18431.76 |
| 0010 | 1525000000-E | ASP CONC SUR | TON | 11137.500 | 6.18000 | 68829.75 |

MBE COMMITMENT TOTAL FOR SUBCONTRACTOR:

201,802.95 Committed

TOTAL MBE COMMITMENT FOR VENDOR:

Entered: 4.00% or 286292.83  
Required: 4.00% or 286290.05  
<GOAL MET>

NORTH CAROLINA STATE DEPARTMENT OF TRANSPORTATION  
WBE COMMITMENT ITEMS

DATE: 05-21-13  
PAGE: 8

PROPOSAL: C203370  
LETTING: L130618 CALL: 011  
VENDOR: 183 Johnson Brothers Utility & Paving Co., Inc.

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

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

|      |              |                 |  |       |             |          |
|------|--------------|-----------------|--|-------|-------------|----------|
| 0001 | 0000100000-N | MOBILIZATION LS |  | 1.000 | 25322.00000 | 25322.00 |
|------|--------------|-----------------|--|-------|-------------|----------|

WBE COMMITMENT TOTAL FOR SUBCONTRACTOR: 25,322.00 Committed

WBE SUBCONTRACTOR: 9602 CAROLINA TRANSPORT OF GREENSBORO INC  
Will Use Quote: Yes

|      |              |                  |  |          |          |          |
|------|--------------|------------------|--|----------|----------|----------|
| 0011 | 1575000000-E | ASP FOR PLAN TON |  | 4830.000 | 18.50000 | 89355.00 |
|------|--------------|------------------|--|----------|----------|----------|

WBE COMMITMENT TOTAL FOR SUBCONTRACTOR: 89,355.00 Committed

WBE SUBCONTRACTOR: 2653 BROWE CONSTRUCTION CO., INC.  
Will Use Quote: Yes

|      |              |                 |  |        |            |          |
|------|--------------|-----------------|--|--------|------------|----------|
| 0001 | 0000100000-N | MOBILIZATION LS |  | 1.000  | 1500.00000 | 1500.00  |
| 0013 | 2830000000-N | ADJ MANHOLES EA |  | 47.000 | 700.00000  | 32900.00 |
| 0014 | 2845000000-N | ADJ METER OR EA |  | 23.000 | 700.00000  | 16100.00 |

WBE COMMITMENT TOTAL FOR SUBCONTRACTOR: 50,500.00 Committed

WBE SUBCONTRACTOR: 5059 GARRETT TRUCKING INC  
Will Use Quote: Yes

|      |              |                  |  |            |         |          |
|------|--------------|------------------|--|------------|---------|----------|
| 0008 | 1498000000-E | ASP CONC INT TON |  | 1824.000   | 5.70000 | 10396.80 |
| 0009 | 1519000000-E | ASP CONC SUR TON |  | 15136.000  | 4.88000 | 73863.68 |
| 0010 | 1525000000-E | ASP CONC SUR TON |  | 3720.000   | 6.18000 | 22989.60 |
| 0004 | 1297000000-E | MILL ASP PVM SY  |  | 188496.000 | 0.30000 | 56548.80 |
| 0012 | 1704000000-E | PATCHING EXI TON |  | 1198.000   | 9.76000 | 11692.48 |
| 0007 | 1489000000-E | ASP CONC BAS TON |  | 2760.000   | 6.26000 | 17277.60 |

WBE COMMITMENT TOTAL FOR SUBCONTRACTOR: 192,768.96 Committed

TOTAL WBE COMMITMENT FOR VENDOR: Entered: 5.00% or 357945.96  
Required: 5.00% or 357862.56  
<GOAL MET>

## Contract Item Sheets For C203370

| Line #               | ItemNumber   | Sec # | Description   | Quantity Unit  | Unit Bid Price | Amount Bid   |
|----------------------|--------------|-------|---|----------------|----------------|--------------|
| <b>ROADWAY ITEMS</b> |              |       |   |                |                |              |
| 0001                 | 0000100000-N | 800   | MOBILIZATION  | Lump Sum<br>LS | 131,157.00     | 131,157.00   |
| 0002                 | 0255000000-E | SP    | GENERIC GRADING ITEM<br>AGGREGATE SHOULDER BORROW             | 4,863<br>TON   | 20.00          | 97,260.00    |
| 0003                 | 1220000000-E | 545   | INCIDENTAL STONE BASE   | 1,129<br>TON   | 38.00          | 42,902.00    |
| 0004                 | 1297000000-E | 607   | MILLING ASPHALT PAVEMENT, *****<br>DEPTH<br>(1-1/2")          | 188,496<br>SY  | 1.02           | 192,265.92   |
| 0005                 | 1308000000-E | 607   | MILLING ASPHALT PAVEMENT, *****<br>TO *****<br>(0" TO 1-1/2") | 32,912<br>SY   | 1.48           | 48,709.76    |
| 0006                 | 1330000000-E | 607   | INCIDENTAL MILLING  | 6,723<br>SY    | 5.00           | 33,615.00    |
| 0007                 | 1489000000-E | 610   | ASPHALT CONC BASE COURSE, TYPE<br>B25.0B                      | 9,563<br>TON   | 45.44          | 434,542.72   |
| 0008                 | 1498000000-E | 610   | ASPHALT CONC INTERMEDIATE<br>COURSE, TYPE I19.0B              | 3,884<br>TON   | 34.35          | 133,415.40   |
| 0009                 | 1519000000-E | 610   | ASPHALT CONC SURFACE COURSE,<br>TYPE S9.5B                    | 44,376<br>TON  | 23.05          | 1,022,866.80 |
| 0010                 | 1525000000-E | 610   | ASPHALT CONC SURFACE COURSE,<br>TYPE SF9.5A                   | 23,288<br>TON  | 23.74          | 552,857.12   |
| 0011                 | 1575000000-E | 620   | ASPHALT BINDER FOR PLANT MIX                                  | 4,830<br>TON   | 650.00         | 3,139,500.00 |
| 0012                 | 1704000000-E | SP    | PATCHING EXISTING PAVEMENT                                    | 7,194<br>TON   | 106.00         | 762,564.00   |
| 0013                 | 2830000000-N | 858   | ADJUSTMENT OF MANHOLES  | 47<br>EA       | 700.00         | 32,900.00    |
| 0014                 | 2845000000-N | 858   | ADJUSTMENT OF METER BOXES OR<br>VALVE BOXES                   | 23<br>EA       | 700.00         | 16,100.00    |
| 0015                 | 4399000000-N | 1105  | TEMPORARY TRAFFIC CONTROL                                     | Lump Sum<br>LS | 25,000.00      | 25,000.00    |
| 0016                 | 4685000000-E | 1205  | THERMOPLASTIC PAVEMENT MARKING<br>LINES (4", 90 MILS)         | 298,650<br>LF  | 0.41           | 122,446.50   |
| 0017                 | 4686000000-E | 1205  | THERMOPLASTIC PAVEMENT MARKING<br>LINES (4", 120 MILS)        | 253,235<br>LF  | 0.56           | 141,811.60   |
| 0018                 | 4687000000-E | 1205  | THERMOPLASTIC PAVEMENT MARKING<br>LINES (4", 240 MILS)        | 250<br>LF      | 3.00           | 750.00       |

## Contract Item Sheets For C203370

| Line # | ItemNumber   | Sec # | Description  | Quantity Unit | Unit Bid Price | Amount Bid |
|--------|--------------|-------|--|---------------|----------------|------------|
| 0019   | 4695000000-E | 1205  | THERMOPLASTIC PAVEMENT MARKING LINES (8", 90 MILS)   | 16,865 LF     | 1.10           | 18,551.50  |
| 0020   | 4697000000-E | 1205  | THERMOPLASTIC PAVEMENT MARKING LINES (8", 120 MILS)  | 1,200 LF      | 1.25           | 1,500.00   |
| 0021   | 4705000000-E | 1205  | THERMOPLASTIC PAVEMENT MARKING LINES (16", 120 MILS) | 300 LF        | 7.00           | 2,100.00   |
| 0022   | 4710000000-E | 1205  | THERMOPLASTIC PAVEMENT MARKING LINES (24", 120 MILS) | 1,420 LF      | 8.00           | 11,360.00  |
| 0023   | 4721000000-E | 1205  | THERMOPLASTIC PAVEMENT MARKING CHARACTER (120 MILS)  | 76 EA         | 90.00          | 6,840.00   |
| 0024   | 4725000000-E | 1205  | THERMOPLASTIC PAVEMENT MARKING SYMBOL (90 MILS)      | 183 EA        | 100.00         | 18,300.00  |
| 0025   | 4810000000-E | 1205  | PAINT PAVEMENT MARKING LINES (4")                    | 953,665 LF    | 0.09           | 85,829.85  |
| 0026   | 4820000000-E | 1205  | PAINT PAVEMENT MARKING LINES (8")                    | 8,550 LF      | 0.50           | 4,275.00   |
| 0027   | 4900000000-N | 1251  | PERMANENT RAISED PAVEMENT MARKERS                    | 4,246 EA      | 3.50           | 14,861.00  |
| 0028   | 7288000000-E | 1715  | PAVED TRENCHING (*****)<br>(1, 2")                   | 150 LF        | 8.00           | 1,200.00   |
| 0029   | 7300000000-E | 1715  | UNPAVED TRENCHING (*****)<br>(1, 2")                 | 1,500 LF      | 4.00           | 6,000.00   |
| 0030   | 7324000000-N | 1716  | JUNCTION BOX (STANDARD SIZE)                         | 15 EA         | 100.00         | 1,500.00   |
| 0031   | 7348000000-N | 1716  | JUNCTION BOX (OVER-SIZED, HEAVY DUTY)                | 15 EA         | 200.00         | 3,000.00   |
| 0032   | 7420000000-E | 1722  | 2" RISER WITH WEATHERHEAD                            | 15 EA         | 350.00         | 5,250.00   |
| 0033   | 7444000000-E | 1725  | INDUCTIVE LOOP SAWCUT                                | 8,100 LF      | 5.45           | 44,145.00  |
| 0034   | 7456000000-E | 1726  | LEAD-IN CABLE (*****)<br>(14-2)                      | 1,500 LF      | 1.25           | 1,875.00   |

TOTAL AMOUNT OF BID FOR ENTIRE PROJECT

\$7,157,251.17

Contract No. C203370  
County CUMBERLAND, HARNETT

Rev. 5-19-11

**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**  
**JOHNSON BROTHERS UTILITY AND PAVING COMPANY, INC.**

Full name of Corporation

**1924 NORTH MAIN STREET, LILLINGTON, N.C. 27546**

Address as Prequalified

Attest

Anne Johnson  
Secretary/Assistant Secretary  
Select appropriate title

By

David Johnson  
President/Vice President/Assistant Vice President  
Select appropriate title

**ANNE JOHNSON**

Print or type Signer's name

**DAVID JOHNSON**

Print or type Signer's name

**CORPORATE SEAL**

**AFFIDAVIT MUST BE NOTARIZED**

Subscribed and sworn to before me this the

19th day of **JULY** 20**13**

Joyce B. Johnson  
Signature of Notary Public

**NOTARY SEAL**

of **Harnett** County

State of **North Carolina**

My Commission Expires: **10-23-2014**

## 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.**     **C203370**

**County (ies):**   **Cumberland and Harnett**

ACCEPTED BY THE  
DEPARTMENT OF TRANSPORTATION

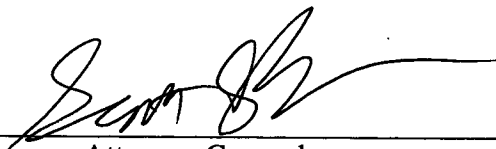


\_\_\_\_\_  
Contract Officer



\_\_\_\_\_  
Date

Execution of Contract and Bonds  
Approved as to Form:



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

Contract No.  
County

**C203370**

CUMBERLAND, HARNETT

Rev 5-17-11

**CONTRACT PAYMENT BOND**

|                                |  |
|--------------------------------|--|
| Date of Payment Bond Execution | <u>JULY 3, 2013</u>  |
| Name of Principal Contractor   | <u>JOHNSON BROTHERS UTILITY &amp; PAVING CO., INC.</u>                   |
| Name of Surety:                | <u>CINCINNATI INSURANCE COMPANY, PO BOX 145496, CINCINNATI, OH 45250</u> |
| Name of Contracting Body:      | <u>North Carolina Department of Transportation</u>                       |
|                                | <u>Raleigh, North Carolina</u>   |
| Amount of Bond:                | <u>\$7,157,251.17</u>  |
| Contract ID No.:               | <u>C203370</u>   |
| County Name:                   | <u>CUMBERLAND, HARNETT</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.  
County

**C203370**

CUMBERLAND, HARNETT

Rev 5-17-11

**CONTRACT PAYMENT BOND**

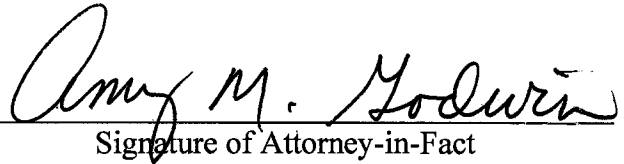
*Affix Seal of Surety Company*

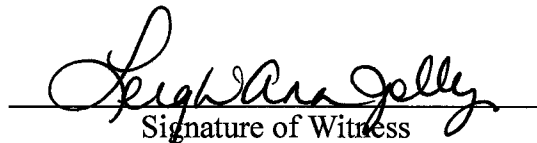
**CINCINNATI INSURANCE COMPANY**

Print or type Surety Company Name

By **AMY M. GODWIN**

Print, stamp or type name of Attorney-in-Fact

  
Signature of Attorney-in-Fact

  
Signature of Witness

**LEIGH ANN JOLLY**

Print or type Signer's name

**PO BOX 1165, DUNN, NC 28335**

Address of Attorney-in-Fact

Contract No.  
County

C203370

CUMBERLAND, HARNETT

Rev 5-17-11

**CONTRACT PAYMENT BOND**

**CORPORATION**

SIGNATURE OF CONTRACTOR (Principal)

**JOHNSON BROTHERS UTILITY & PAVING CO., INC.**

Full name of Corporation

**1924 NORTH MAIN STREET, LILLINGTON, NC 25746**

Address as prequalified

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

**DAVID G. JOHNSON**

Print or type Signer's name

*Affix Corporate Seal*

Attest   
Signature of ~~Secretary, Assistant Secretary~~  
Select appropriate title

**ANNE JOHNSON**

Print or type Signer's name

THE CINCINNATI INSURANCE COMPANY

Fairfield, Ohio

POWER OF ATTORNEY

KNOW ALL MEN BY THESE PRESENTS: That THE CINCINNATI INSURANCE COMPANY, a corporation organized under the laws of the State of Ohio, and having its principal office in the City of Fairfield, Ohio, does hereby constitute and appoint

J. Dal Snipes; John D. Snipes, II; Amy M. Godwin;  
Carl M. Inman and/or Karen G. Parrott

of Dunn and Raleigh, North Carolina its true and lawful Attorney(s)-in-Fact to sign, execute, seal and deliver on its behalf as Surety, and as its act and deed, any and all bonds, policies, undertakings, or other like instruments, as follows:  
Any such obligations in the United States, up to

Twenty Five Million and No/100 Dollars (\$25,000,000.00).

This appointment is made under and by authority of the following resolution passed by the Board of Directors of said Company at a meeting held in the principal office of the Company, a quorum being present and voting, on the 6<sup>th</sup> day of December, 1958, which resolution is still in effect:

"RESOLVED, that the President or any Vice President be hereby authorized, and empowered to appoint Attorneys-in-Fact of the Company to execute any and all bonds, policies, undertakings, or other like instruments on behalf of the Corporation, and may authorize any officer or any such Attorney-in-Fact to affix the corporate seal; and may with or without cause modify or revoke any such appointment or authority. Any such writings so executed by such Attorneys-in-Fact shall be binding upon the Company as if they had been duly executed and acknowledged by the regularly elected officers of the Company."

This Power of Attorney is signed and sealed by facsimile under and by the authority of the following Resolution adopted by the Board of Directors of the Company at a meeting duly called and held on the 7<sup>th</sup> day of December, 1973.

"RESOLVED, that the signature of the President or a Vice President and the seal of the Company may be affixed by facsimile on any power of attorney granted, and the signature of the Secretary or Assistant Secretary and the seal of the Company may be affixed by facsimile to any certificate of any such power and any such power of certificate bearing such facsimile signature and seal shall be valid and binding on the Company. Any such power so executed and sealed and certified by certificate so executed and sealed shall, with respect to any bond or undertaking to which it is attached, continue to be valid and binding on the Company."

IN WITNESS WHEREOF, THE CINCINNATI INSURANCE COMPANY has caused these presents to be sealed with its corporate seal, duly attested by its Vice President this 10<sup>th</sup> day of October, 2008.



STATE OF OHIO ) ss:  
COUNTY OF BUTLER )

THE CINCINNATI INSURANCE COMPANY

*Thomas H. Kelly*  
Vice President

On this 10<sup>th</sup> day of October, 2008, before me came the above-named Vice President of THE CINCINNATI INSURANCE COMPANY, to me personally known to be the officer described herein, and acknowledged that the seal affixed to the preceding instrument is the corporate seal of said Company and the corporate seal and the signature of the officer were duly affixed and subscribed to said instrument by the authority and direction of said corporation.



*Mark J. Huller*  
MARK J. HULLER, Attorney at Law  
NOTARY PUBLIC - STATE OF OHIO  
My commission has no expiration date. Section 147.03 O.R.C.

I, the undersigned Secretary or Assistant Secretary of THE CINCINNATI INSURANCE COMPANY, hereby certify that the above is a true and correct copy of the Original Power of Attorney issued by said Company, and do hereby further certify that the said Power of Attorney is still in full force and effect.

GIVEN under my hand and seal of said Company at Fairfield, Ohio.  
this 3RD day of JULY 2013



*Beggy J. Schloer*  
Secretary

**CONTRACT PERFORMANCE BOND**

Date of Performance Bond Execution: **JULY 3, 2013**

Name of Principal Contractor: **JOHNSON BROTHERS UTILITY & PAVING CO., INC.**

Name of Surety: CINCINNATI INSURANCE COMPANY, PO BOX 145496, CINCINNATI, OH 45250

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

**Raleigh, North Carolina**

Amount of Bond: **\$7,157,251.17**

Contract ID No.: **C203370**

County Name: **CUMBERLAND & HARNETT**

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

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

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

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

Contract No.  
County

**C203370**

CUMBERLAND, HARNETT

Rev 5-17-11

**CONTRACT PERFORMANCE BOND**

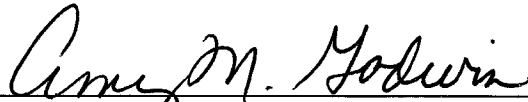
*Affix Seal of Surety Company*

**CINCINNATI INSURANCE COMPANY**

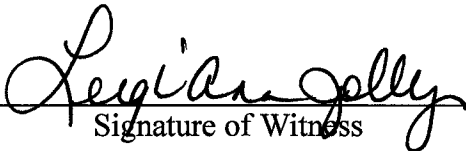
Print or type Surety Company Name

By **AMY M. GODWIN**

Print, stamp or type name of Attorney-in-Fact



Signature of Attorney-in-Fact



Signature of Witness

**LEIGH ANN JOLLY**

Print or type Signer's name

**PO BOX 1165, DUNN, NC 28335**

Address of Attorney-in-Fact



Contract No.  
County

**C203370**

CUMBERLAND, HARNETT

Rev 5-17-11

**CONTRACT PERFORMANCE BOND**

**CORPORATION**


SIGNATURE OF CONTRACTOR (Principal)

**JOHNSON BROTHERS UTILITY & PAVING CO., INC.**

Full name of Corporation

**1924 NORTH MAIN STREET, LILLINGTON, NC 27546**


Address as prequalified

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

**DAVID G. JOHNSON**

Print or type Signer's name

*Affix Corporate Seal*

Attest   
Signature of ~~Secretary, Assistant Secretary~~  
Select appropriate title

**ANNE JOHNSON**

Print or type Signer's name

THE CINCINNATI INSURANCE COMPANY

Fairfield, Ohio

POWER OF ATTORNEY

KNOW ALL MEN BY THESE PRESENTS: That THE CINCINNATI INSURANCE COMPANY, a corporation organized under the laws of the State of Ohio, and having its principal office in the City of Fairfield, Ohio, does hereby constitute and appoint

J. Dal Snipes; John D. Snipes, II; Amy M. Godwin;  
Carl M. Inman and/or Karen G. Parrott

of Dunn and Raleigh, North Carolina its true and lawful Attorney(s)-in-Fact to sign, execute, seal and deliver on its behalf as Surety, and as its act and deed, any and all bonds, policies, undertakings, or other like instruments, as follows:

Any such obligations in the United States, up to

Twenty Five Million and No/100 Dollars (\$25,000,000.00).

This appointment is made under and by authority of the following resolution passed by the Board of Directors of said Company at a meeting held in the principal office of the Company, a quorum being present and voting, on the 6<sup>th</sup> day of December, 1958, which resolution is still in effect:

"RESOLVED, that the President or any Vice President be hereby authorized, and empowered to appoint Attorneys-in-Fact of the Company to execute any and all bonds, policies, undertakings, or other like instruments on behalf of the Corporation, and may authorize any officer or any such Attorney-in-Fact to affix the corporate seal; and may with or without cause modify or revoke any such appointment or authority. Any such writings so executed by such Attorneys-in-Fact shall be binding upon the Company as if they had been duly executed and acknowledged by the regularly elected officers of the Company."

This Power of Attorney is signed and sealed by facsimile under and by the authority of the following Resolution adopted by the Board of Directors of the Company at a meeting duly called and held on the 7<sup>th</sup> day of December, 1973.

"RESOLVED, that the signature of the President or a Vice President and the seal of the Company may be affixed by facsimile on any power of attorney granted, and the signature of the Secretary or Assistant Secretary and the seal of the Company may be affixed by facsimile to any certificate of any such power and any such power of certificate bearing such facsimile signature and seal shall be valid and binding on the Company. Any such power so executed and sealed and certified by certificate so executed and sealed shall, with respect to any bond or undertaking to which it is attached, continue to be valid and binding on the Company."

IN WITNESS WHEREOF, THE CINCINNATI INSURANCE COMPANY has caused these presents to be sealed with its corporate seal, duly attested by its Vice President this 10<sup>th</sup> day of October, 2008.



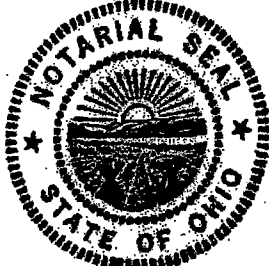
STATE OF OHIO  
COUNTY OF BUTLER

) ss:  
)

THE CINCINNATI INSURANCE COMPANY

*Thomas H. Kelly*  
Vice President

On this 10<sup>th</sup> day of October, 2008, before me came the above-named Vice President of THE CINCINNATI INSURANCE COMPANY, to me personally known to be the officer described herein, and acknowledged that the seal affixed to the preceding instrument is the corporate seal of said Company and the corporate seal and the signature of the officer were duly affixed and subscribed to said instrument by the authority and direction of said corporation.



*Mark J. Huller*  
MARK J. HULLER, Attorney at Law  
NOTARY PUBLIC - STATE OF OHIO  
My commission has no expiration date. Section 147.03 O.R.C.

I, the undersigned Secretary or Assistant Secretary of THE CINCINNATI INSURANCE COMPANY, hereby certify that the above is a true and correct copy of the Original Power of Attorney issued by said Company, and do hereby further certify that the said Power of Attorney is still in full force and effect.

GIVEN under my hand and seal of said Company at Fairfield, Ohio.  
this 3RD day of JULY 2013



*Beggy J. Schlem*  
Secretary