

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

**DESIGN-BUILD PACKAGE**

**TIP Project I-2808A**

**EXTERNAL DRAFT RFP**

**December 19, 2005**

*VOID FOR BIDDING*

DATE AND TIME OF TECHNICAL AND PRICE PROPOSAL SUBMISSION: **April 20, 2006 AT 4:00 PM**

DATE AND TIME OF PRICE PROPOSAL OPENING: **May 12, 2006 AT 10:00 AM**

CONTRACT ID: C 201269

WBS ELEMENT NO. 34173.2.2

FEDERAL-AID NO. IMF-77-1 (157) 72

COUNTY: YADKIN

ROUTE NO. INTERSTATE 77

MILES: 6.574

LOCATION: I-77 SOUTH OF SR 1225 TO US 21

TYPE OF WORK: DESIGN-BUILD AS SPECIFIED IN THE SCOPE OF WORK  
CONTAINED IN THE DESIGN-BUILD PACKAGE

NOTICE:

ALL PROPOSERS 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 PROPOSER 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. PROPOSERS 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. NOT WITHSTANDING THESE LIMITATIONS ON BIDDING, THE PROPOSER 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.

\_\_\_\_\_  
5% BID BOND OR BID DEPOSIT REQUIRED  
\_\_\_\_\_

**PROPOSAL FORM FOR THE CONSTRUCTION OF CONTRACT NO. C201269  
IN YADKIN COUNTY, NORTH CAROLINA**

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

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

The Design-Build Team herein acknowledges that it has carefully examined the location of the proposed work to be known as Contract No. C201269; has carefully examined the Final Request for Proposal (RFP) and all addendums thereto, specifications, special provisions, the form of contract, and the forms of contract payment bond and contract performance bonds, which are acknowledged to be part of the Contract; and thoroughly understands the stipulations, requirements and provisions. The undersigned Design-Build Team agrees to be bound upon their execution of the Contract and including any subsequent award to them by the Board of Transportation in accordance with this Contract to provide the necessary contract payment bond and contract performance bond within fourteen calendar days after the written notice of award is received by them.

The undersigned Design-Build Team further agrees to provide all necessary materials, machinery, implements, appliances, tools, labor, and other means of construction, except as otherwise noted, to perform all the work and required labor to design, construct and complete all the work necessary for State Highway Contract No. C201269 in Yadkin County by no later than the dates(s) specified in the Final RFP or Technical Proposal, whichever is earlier, and in accordance with the requirements of the Engineer, the Final RFP, the *2002 Standard Specifications for Roads and Structures*, specifications prepared by the Department, the Technical Proposal prepared by the Design-Build Team, at the lump sum price(s) bid by the Design-Build Team in their Price Proposal.

The Design-Build Team shall provide signed and sealed documents prepared by the Design-Build Team, which specifications and plans show the details covering this project and adhere to the items noted above.

The Design-Build Team acknowledges that project documents furnished by the Department are preliminary and provided solely to assist the Design-Build Team in the development of the project design. Unless otherwise noted herein, the Department does not warrant or guarantee the sufficiency or accuracy of any information furnished by the Department.

The Department does not warrant or guarantee the sufficiency or accuracy of any investigations made, nor the interpretations made or opinions of the Department as to the type of materials and conditions to be encountered at the project site. The Design-Build Team is advised to make such independent investigations, as they deem necessary to satisfy their self as to conditions to be encountered on this project. The Design-Build Team shall have no claim for additional compensation or for an extension of contract time for any reason resulting from the actual conditions encountered at the site differing from those indicated in any of the information or documents furnished by the Department except as may be allowed under the provisions of the Standard Specifications.

Although the Department has furnished preliminary designs for this project, the Design-Build Team shall assume full responsibility, including liability, for the project design, including the use

of portions of the Department design, modification of such design, or other designs as may be submitted by the Design-Build Team.

The Design-Build Team shall be fully and totally responsible for the accuracy and completeness of all work performed under this contract, and shall indemnify and hold the Department harmless for any additional costs and all claims against the Department or the State which may arise due to errors or omissions of the Department in furnishing the preliminary project designs and information, and of the Design-Build Team in performing the work.

The published volume entitled *North Carolina Department of Transportation, Raleigh, Standard Specifications for Roads and Structures, JANUARY 2002*, as well as, all design manuals, policy and procedures manuals, and AASHTO publications and guidelines referenced in the Request For Proposal, with all amendments and supplements thereto, are by reference, incorporated and made part of this contract; that, except as herein modified, all the design, construction and Construction Engineering Inspection included in this contract is to be done in accordance with the documents noted above and under the direction of the Engineer.

If the Design-Build Proposal is accepted and the award is made, the Technical Proposal submitted by the Design-Build Team is by reference, incorporated and made part of this contract. 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 by written approval as allowed by the Request For Proposal.

Accompanying the Design-Build Proposal shall be 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 Design-Build Team 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 them, as provided in the Standard Specifications; otherwise said deposit will be returned to the Design-Build Team.

TO  
BE  
SEALED  
IN  
FINAL  
RFP

*State Alternative Delivery  
Systems Engineer*

TO  
BE  
SEALED  
IN  
FINAL  
RFP

*State Contract Officer*

**TABLE OF CONTENTS**

**COVER SHEET**

**PROPOSAL SHEETS**

**PROJECT SPECIAL PROVISIONS (GREEN SHEETS) PAGE NO.**

Contract Time and Liquidated Damages..... 1

Other Liquidated Damages and Incentives..... 1

Project Schedule..... 2

Payout Schedule ..... 3

Partnering.....4-5

Execution of Signature Sheets and Debarment Certification..... 4

Submission of Design-Build Proposals..... 5

Confidential Questions..... 5-6

Value Analysis..... 6

Schedule of Estimated Completion Progress..... 6

Disadvantaged Business Enterprise..... 6-14

Certification for Federal-Aid Projects.....15

Contractor’s License Requirements..... 15

Domestic Steel and Iron Products.....15-16

U. S. Department of Transportation Hotline.....16

Submission of Records – Federal-Aid Projects.....16

Design Build Team Borrow Source.....17

Subsurface Information.....17

Training Requirements .....17

Safety Vests.....18

Bid Documentation.....18-20

Twelve Month Guarantee..... 20-21

Outsourcing Outside U.S.A..... 21

Disqualification of Bidders..... 21-22

Erosion & Sediment Control/Stormwater Certification..... 22-26

Price Adjustments for Asphalt Binder..... 26-27

Price Adjustments Asphalt Concrete Plant Mix..... 27

**GENERAL (GREEN SHEETS) ..... 28-39**

**SCOPES OF WORK (GREEN SHEETS)**

Roadway Design..... 40-42

Pavement Management Design..... 43-46

Hydraulics Design..... 47

Traffic Control and Pavement Markings..... 48-60

Geotechnical Engineering..... 61-64

Signing..... 65-66

Erosion and Sedimentation Control..... 67-69

Public Information..... 70-71

Utilities Coordination..... 72-76

**STANDARD SPECIAL PROVISIONS (YELLOW SHEETS)**

Prompt Payment to Subcontractors.....77

Borrow and Waste Site Reclamation Procedures.....77

Plant Pest Quarantine.....77-78

Control of Erosion, Siltation, and Pollution.....78

Roadway Excavation.....78

Shallow Undercut.....79

Borrow Excavation (Excavation of Wetlands).....79

Preparation of Subgrade and Base.....80

Asphalt Pavements- Superpave.....80-93

Asphalt Binder Content of Asphalt Plant Mixes.....93

Disposal of Waste and Debris.....93

Guardrail Posts and Offset Blocks.....93-95

Street Signs and Markers and Route Markers.....95

Aggregate Production.....95

Concrete Brick and Block Production.....95

Fine Aggregate.....96

Borrow Material.....96

Retroreflective Sheeting.....96-99

Drums .....99

Portable Concrete Barrier.....99-100

Work Zone Signs.....100-101

Barricades.....101

Pavement Marking General Requirements.....101

Diamond Grinding Concrete Pavement.....102

General Requirements for Portland Cement Concrete Paving.....103-113

Concrete Pavement.....113-118

Concrete Shoulders.....118-120

Field Laboratory for Portland Cement Concrete Pavement.....120-121

  

Availability of Funds – Termination of Contracts.....122

General Seed Specification for Seed Quality .....123-125

Errata.....126-127

Award of Contract.....128

Minority and Female Employment Requirements.....129-131

Required Contract Provisions Federal-Aid Construction Contracts.....132-140

Training Special Provisions .....141-143

Wage Rates.....144-147

Division One .....148-229

**PROPOSAL FORM ITEM SHEET, ETC.**

- Item Sheet (WHITE SHEET)
- Award Limits (YELLOW SHEETS)
- Signature

**\*\*\* PROJECT SPECIAL PROVISIONS \*\*\*****CONTRACT TIME AND LIQUIDATED DAMAGES** (Projects without Permits)

The date of availability for this contract is [REDACTED]

The completion date for this contract is defined as the date proposed in the Technical Proposal by the proposer who is awarded the project. The completion date thus proposed shall not be later than [REDACTED].

The actual date proposed by the Design-Build Team is (to be filled in by NCDOT after award).

When observation periods are required by the special provisions, they are not a part of the work to be completed by the completion date and/or intermediate contract times. Should an observation period extend beyond the final completion date, the acceptable completion of the observation period shall be a part of the work covered by the performance and payment bonds.

The liquidated damages for this contract are [REDACTED] Thousand Dollars (\$ [REDACTED].00) per calendar day. As an exception to this amount, where the contract has been determined to be substantially complete as defined in Section 105-18 contained elsewhere in this package, the liquidated damages will be reduced to [REDACTED] Thousand Dollars (\$ [REDACTED].00) per calendar day.

Where the Design-Build Team who is awarded the contract has proposed a completion date for the contract as required above, but also has proposed an earlier date for substantial completion, then both of these proposed dates will become contract requirements.

Liquidated damages of [REDACTED] Thousand Dollars (\$ [REDACTED].00) per calendar day will be applicable to the early date for substantial completion proposed by the bidder. Liquidated damages of [REDACTED] Thousand Dollars (\$ [REDACTED].00) per calendar day will be applicable to the final completion date proposed by the bidder where the Design-Build Team has proposed an earlier date for substantial completion.

DB1 G06

**OTHER LIQUIDATED DAMAGES AND INCENTIVES** (12/12/05)

**Refer to the Traffic Control Scope of Work for more information on the following time restrictions and liquidated damages:**

Liquidated Damages for lane narrowing, lane closure, holiday, special event time and crossover restrictions for I-77 and US 421 are **\$5,000.00** per hour for this Intermediate Contract Time.

Liquidated Damages for road and ramp closure time restrictions on I-77 and US 421, are **\$1,250.00** per 15 minute period or any portion thereof for this Intermediate Contract Time.

**Liquidated damages for Erosion Control efforts apply to this project.** Reference Erosion and Sedimentation Control Scope of Work under liquidated damages.

**PROJECT SCHEDULE** (8-3-05)**Description**

Perform the work of developing, implementing, monitoring, updating and revising a Project Schedule. Utilize this Project Schedule in coordinating work activities with subcontractors, vendors, suppliers, utilities, railroads, NCDOT, and others, as may be needed, to construct the project.

**Contractor's Scheduling Representative**

Designate a Contractor's authorized representative responsible for developing, updating, and revising the Contractor's Project Schedule. The scheduling representative should attend all schedule related meetings and be capable of providing and presenting information related to the Project Schedule, updates, revisions and related impacts to construction activities, milestones and overall progress.

**Project Schedule**

The Design-Build Team shall submit a Project Schedule for review within thirty (30) calendar days of receiving the Notice of Award. The Department will review the Project Schedule within twenty-one (21) calendar days of receipt. The Design-Build Team shall make any necessary corrections or adjustments to the Project Schedule as necessitated by the Department's review within seven (7) calendar days. The Department will review the revised Project Schedule within seven (7) calendar days of receipt.

The Department's review of the Project Schedule in no way attests to the validity of the assumptions, constraints, resource allocations, production rates or any other aspect of the Project Schedule. The Contractor is solely responsible for the planning and execution of work in order to meet project milestones and contract completion dates.

The Design-Build Team shall develop a Project Schedule containing the following items:

1. A time scale diagram with milestone dates and, within each milestone, major work activities clearly labeled.
2. A cash curve corresponding to the milestones and work activities established above

Major work activities are defined as components comprising more than five (5) percent of the total project cost or occupying more than ten (10) percent of total contract time and should include, at minimum if applicable, the following:

- Submittals
- Clearing and grubbing
- Drainage installation
- Grading (to include unclassified excavation and borrow excavation)
- Soil stabilization
- Aggregate base course placement
- Pavement installation
- Sign installation
- Observation Periods/ Moratoriums/ Seasonal Limitations

Major Milestones are derived from the project construction phasing and should include, at minimum, the following:

- Date of availability
- Start of construction
- Intermediate completion dates or times
- Seasonal limitation durations
- Permit restrictions/conditions
- Traffic shifts
- Detour installation
- Road openings
- Beginning and end of each traffic control phase or work area
- Construction completion date
- Contract completion date

As part of the project schedule package, the Design-Build Team shall provide a written narrative that explains the sequence of work, the controlling operation or operations, intermediate completion dates, milestones, project phasing, anticipated work schedule, and estimated resources. In addition, the Design-Build Team shall explain how permit requirements, environmental requirements, submittal tracking, and coordination with subcontractors, utility companies and other entities will be performed.

The Design-Build Team shall provide a written narrative each month detailing the work and percentage of work completed, anticipated sequence of upcoming work (2 month forecast), controlling operation/s, interim completion dates/times, and milestones. If any milestones are exceeded or will not be attained, the Design-Build Team shall provide in the written narrative details of the delay; controlling operation affected, impacts to other operations; revisions to future interim completion dates and milestones; and remedial action necessary to get the project back to the original completion date.

### **Compensation**

Payment at the Lump Sum unit price for the contract will be full compensation for all work covered by this section.

DB1 G12

### **PAYOUT SCHEDULE** (9-2-05)

Along with the Price Proposal submittal, the proposer shall include a proposed "Anticipated Monthly Payout Schedule". The Anticipated Monthly Payout Schedule will be used by the Department, to establish the monthly funding levels for this project. The Anticipated Monthly Payout Schedule shall parallel, and agree with, the project schedule the Design-Build Team submits as a part of their Technical Proposal. The schedule shall include a monthly percentage cost breakdown of the work anticipated to be completed. The schedule shall begin with the Date of Availability and end with the Actual Completion Date proposed by the Design-Build Team. **If the payout schedule is not included in the Price Proposal package, the Design-Build Team will not be considered for award by the Department and their bid proposal will not be read publicly.**



## **PARTNERING**

As a part of its quality management program, the North Carolina Department of Transportation intends to encourage the formation of a cohesive relationship with the Design-Build Team and its principal subcontractors and suppliers. This relationship will be structured to draw on the strengths of each organization to identify and achieve reciprocal goals. The objectives are safe, effective, and efficient contract performance; and completion within budget, on schedule, and in accordance with the plans and specifications.

This relationship will be bilateral in makeup and participation will be totally voluntary. The cost associated with effectuating this relationship will be agreed to by both parties and shall be shared equally.

To implement this initiative prior to starting work in accordance with the requirements of Section 108 of the Standard Special Provisions, Division 1 (found elsewhere in this proposal), and prior to the preconstruction conference, the Design-Build Team's management personnel and Division Construction Engineer will initiate a partnering development seminar/team building workshop. Project personnel working with the assistance of the Construction Unit will make arrangements to determine attendees at the workshop, agenda of the workshop, duration, and location. Persons required to be in attendance will be the NCDOT Resident Engineer, the NCDOT Division Construction Engineer, and key project personnel; the Design-Build Team's senior management personnel, the Design-Build Team's on-site project manager, and key project supervisory personnel for both the Design-Build Team and principal subcontractors and suppliers. The project design engineers, FHWA, and key local government personnel will also be invited to attend as necessary.

Follow-up workshops may be held periodically throughout the duration of the contract as agreed by the Design-Build Team and the North Carolina Department of Transportation.

The establishment of the partnering charter on a project will not change the legal relationship to the contract nor relieve either party from any of the terms of the contract.

DB1 G49

## **EXECUTION OF SIGNATURE SHEETS AND DEBARMENT CERTIFICATION** (9-7-05)

The Proposer's attention is directed to the various sheets in the Design-Build Package which are to be signed by the Proposer. A list of these sheets is shown below. The signature sheets are located behind the item sheet(s) in the Design-Build Package. The NCDOT bid bond form is available on-line at: <http://ncdot.org/doh/forms/files/bidbond.pdf> or by contacting the Records and Documents office at 919-250-4124.

1. Applicable Signature Sheets: 1, 2, 3, 4, 5, or 6 (Bid)
2. Bid Bond

The Proposer shall certify to the best of his knowledge all subcontractors, material suppliers and vendors utilized herein current status concerning suspension, debarment, voluntary exclusion, or determination of ineligibility by any federal agency, in accordance with the "Debarment Certification" located behind the signature sheets in the proposal forms. Execution of the bid signature sheets in conjunction with any applicable statements concerning exceptions, when such

statements have been made on the "Debarment Certification", constitutes the Proposer's certification of "status" under penalty of perjury under the laws of the United States.

DB1 G52

**SUBMISSION OF DESIGN BUILD PROPOSAL** (Federally Funded Projects)

The Proposer's attention is directed that each Proposer's Design Build Proposal shall comply with the following requirements in order for that Design Build Proposal to be responsible and considered for award.

1. The Proposer shall be prequalified with the Department prior to submitting a Design Build Proposal.
2. The Proposer shall deliver the Design Build Proposal to the place indicated, and prior to the time indicated in the Design Build Package.
3. The Design Build Proposal documents shall be signed by an authorized employee of the Proposer.
4. The Design Build Proposal shall be accompanied by Bid surety in the form of a Bid bond or Bid deposit.
5. If Disadvantaged Business Enterprises (DBE) goals are established for this contract, the Proposer shall complete the form Listing of DBE Subcontractors contained elsewhere in this proposal in accordance with the Project Special Provision entitled Disadvantaged Business Enterprises.
6. The Design Build Proposal shall address all the requirements as specified in the Request For Proposal document.

In addition to the above requirements, failure to comply with any of the requirements of Articles 102-8, 102-9, 102-10 or 102-11 of the Standard Special Provisions, Division 1 (found elsewhere in this proposal) may result in a Design Build Proposal being rejected.

DB1 G55

**CONFIDENTIAL QUESTIONS** (4/5/04)

The Design-Build Team will be permitted to ask confidential questions of the Department, which neither the question nor answer will be shared with other proposing teams. For the purpose of this provision, *confidential question is defined as a private inquiry containing information whose disclosure could alert others to certain details of doing business in a particular manner.*

- I. Confidential questions arising prior to issuance of the final Request for Proposal will be allowed at the draft RFP review with the individual teams.

The Department will answer the confidential question verbally at the meeting if possible. If not answered verbally during the meeting, the Department will answer the confidential question by subtle changes in the Final Request for Proposal, which will clarify the scope by either allowing or disallowing the request. The revision will be made in such a manner as to not disclose the confidential question.

- II. After the issuance of the Final Request for Proposal, confidential questions may be asked by requesting a meeting with the Contract Officer. The request shall be in writing and provide

sufficient detail to evaluate the magnitude of the request. Questions shall be of such magnitude as to warrant a special meeting. Minor questions will not be acknowledged or answered.

After evaluation, the Contract Officer will respond to the question in writing to the Design-Build Team only. Other teams will not be notified of the question or answer.

If the Design-Build Team includes work based on the confidential questions and answers, the work shall be included and discussed in the Technical Proposal. The Technical Proposal will be evaluated in accordance with existing policies.

DB1 G56

**VALUE ANALYSIS** (9-27-05)

Value Engineering Construction Proposals (VECP), as identified in Article 104-12 of the Standard Special Provisions, Division 1 (found elsewhere in this proposal), will be accepted. Only proposals, which alter the requirements of the RFP issued by the Department, will be considered as Value Engineering Construction Proposals.

DB1 G57

**SCHEDULE OF ESTIMATED COMPLETION PROGRESS** (9-27-05)

**THESE PERCENTAGES WILL BE INCLUDED IN FINAL RFP**

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

<u>Fiscal Year</u>	<u>Progress (Dollar Value)</u>
2006 (7/01/05 – 6/30/06)	% of Total Amount Bid
2007 (7/01/06 – 6/30/07)	% of Total Amount Bid
2008 (7/01/07 – 6/30/08)	% of Total Amount Bid

The Design-Build Team shall also furnish his own progress schedule in accordance with the Project Special Provision entitled PROJECT SCHEDULE (found elsewhere in this proposal). Any acceleration of the progress as shown by the Design-Build Team's progress schedule over the progress as shown above shall be subject to the approval of the Engineer.

DB1 G58

**DISADVANTAGED BUSINESS ENTERPRISE** (2/24/04)

**POLICY**

It is the policy of the North Carolina Department of Transportation that Disadvantaged Business Enterprises shall have the opportunity to participate in the performance of contracts financed in whole or in part by Federal Funds in order to create a level playing field.

**The Design-Build Team is also encouraged to give every opportunity to allow DBE participation in Supplemental Agreements.**

## OBLIGATION

The Design-Build Team, subcontractor, and sub-recipient shall not discriminate on the basis of race, color, national origin, or sex in the performance of this contract. The Design-Build Team shall carry out applicable requirements of 49 CFR 26 in the award and administration of federally assisted contracts as approved by the Federal Highway Administration.. Failure by the Design-Build Team to carry out these requirements is a material breach of this contract, which may result in the termination of this contract or such other remedy, as the Department deems necessary.

This obligation shall be incorporated into any subsequent contract at any level that is executed under the terms of this contract.

## GOALS

The following goal for participation by Disadvantaged Business Enterprise (DBE) is established for this contract:

### **Disadvantaged Business Enterprises**

### **10 % of the construction costs**

This goal is to be met through utilization of highway construction contractors. Utilization of DBE firms performing design related functions or Construction Engineering and Inspection are not included in this goal. DBE utilization for engineering related services is expected and is credited through the technical scoring process.

The Design-Build Team shall exercise all necessary and reasonable steps to ensure that Disadvantaged Business Enterprises participate in at least the percentage of the contract as set forth above as goals for this contract.

Only those firms certified by the Department can be counted toward this contract goal. The Department will provide oversight and direction in carrying forth this program.

## LISTING OF DBE SUBCONTRACTORS

All Proposers, at the time the Price Proposal is submitted, must also submit a listing of DBE participation on the appropriate form (or facsimile thereof) contained elsewhere in this proposal in order for the bid to be considered responsive. Proposers must indicate the total dollar value of DBE participation for the contract. In the event the Proposer has no DBE participation, he is still required to indicate this on the forms by entering the word or number zero. Blank forms will not be deemed to represent zero participation. PROPOSALS SUBMITTED WHICH DO NOT HAVE DBE PARTICIPATION INDICATED ON THE APPROPRIATE FORM WILL NOT BE READ PUBLICLY. Those Proposals will not be considered for award by the Department and they will be returned to the Proposer.

Only those DBE firms with current certification by the Department will be considered acceptable for listing in the Proposer submittal of DBE participation.

A. The Design-Build Team shall indicate on the form for listing of DBE subcontractors contained elsewhere in this proposal the following required information:

### REQUIRED INFORMATION

1. The names and addresses of DBE firms committed to participate in the contract

2. The types of work to be performed by each DBE firm; and
3. The total dollar amount to be paid to each DBE based on agreed prices.

Failure to indicate the required information on the specified form will cause the proposal to be considered nonresponsive and it may be rejected.

The Proposer is required to submit written documentation of the proposer/offeror's commitment to use a DBE subcontractor whose participation it submits to meet a contract goal and written confirmation from each DBE, listed in the proposal form, indicating their participation in the contract.

The Department will not allow any substitutions, deletions, or other alterations to the listing of firms committed for DBE participation and/or the respective listed contract item numbers after opening of bids. The Department will not allow adjustments to total dollar amount of DBE participation after the opening of bids that would result in the DBE participation being less than the contract goal. The only exceptions to the requirements of this paragraph will be: (1) to allow for replacement of a DBE firm that had been decertified after opening of bids, and (2) to allow alteration of the listed contract item numbers subject to the Proposer submitting sufficient documentation to verify an obvious error in the initial submittal.

- B. If the DBE participation submitted in the proposal by the apparent lowest responsive Proposer in response to Paragraph A does not meet or exceed the DBE contract goal, the apparent lowest responsive Proposer must submit information to satisfy the North Carolina Department of Transportation that sufficient Good Faith efforts have been made to meet the contract goals. One complete set and nine (9) copies of this information must be received in the office of the State Contractual Services Engineer no later than 12:00 noon of the sixth day following opening of proposals. Where the information submitted includes repetitious solicitation letters it will be acceptable to submit a sample representative letter along with a distribution list of the firms being solicited. Documentation of DBE quotations shall be a part of the good faith effort submittal as necessary to demonstrate compliance with the factors listed below which the Department considers in judging good faith efforts. This documentation may include written subcontractor quotations, telephone log notations of verbal quotations, or other types of quotation documentation.

Where the Proposer fails to provide this information by the deadline, the Department may impose one or more of the following sanctions: (1) disqualify the Design-Build Team and any affiliated companies from further bidding for a period of time of no more than 90 days from the date of disqualification as established in notification by certified mail, (2) disqualify the Design-Build Team and any affiliated companies for award of all contracts for which bids or proposals have been received and opened, (3) disqualify the Design-Build Team from the contract in question. Additionally, the Proposal may be considered non responsive and no stipend may be paid.

The Department will consider the following factors in judging whether or not the Proposer has made adequate good faith effort:

1. Whether the Proposer attended any pre-bid meetings that were scheduled by the Department to inform DBEs of subcontracting opportunities.
2. Whether the Proposer provided solicitations through all reasonable and available means (e.g. advertising in newspapers owned and targeted to the Disadvantaged) at least 10 days prior to bid opening. Whether the Proposer provided written notice to all DBEs listed in the NCDOT DBE directory, within the Divisions and surrounding Divisions where the project is located, that specialize in the areas of work (as noted in the DBE Directory) that the Proposer will be subcontracting.
3. Whether the Proposer followed up initial solicitations of interests by contacting DBEs to determine with certainty whether they were interested. If a reasonable amount of DBEs within the targeted Divisions do not provide an intent to quote or no DBEs specialize in the subcontracted areas, the Proposer must notify DBEs outside of the targeted Divisions that specialize in the subcontracted areas, as well as call the project Compliance Officer in the Office of Civil Rights to give notification of the proposer inability to get DBE quotes.
4. Whether the Proposer selected portions of the work to be performed by DBEs in order to increase the likelihood of meeting the contract goals. This includes, where appropriate, breaking out contract work items into economically feasible units to facilitate DBE participation, even when the Design-Build Team might otherwise perform these work items with its own forces.
5. Whether the Proposer provided interested DBEs with adequate and timely information about the plans, specifications and requirements of the contract
6. Whether the Proposer negotiated in good faith with interested DBEs not rejecting them as unqualified without sound reasons based on a thorough investigation of their capabilities. Any rejection should be so noted in writing with a description as to why an agreement could not be reached.
7. Whether quotations were received from interested DBE firms but rejected as unacceptable without sound reasons why the quotations were considered unacceptable. The fact that the DBE firms quotation for the work is not the lowest quotation received will not in itself be considered as a sound reason for rejecting the quotation as unacceptable. The fact that the Proposer has the ability and/or desire to perform the contract work with its own forces will not be considered as sound reason for rejecting a DBE quote. Nothing in this provision shall be construed to require the Design-Build Team to accept unreasonable quotes in order to satisfy contract goals.
8. Whether the Proposer specifically negotiated with subcontractors to assume part of the responsibility to meet the contract DBE goal when the work to be sublet includes potential for DBE participation.
9. Whether the Proposer made any efforts and/or offered assistance to interested DBEs in obtaining the necessary equipment, supplies, materials, insurance, and/or bonding to satisfy the work requirements in the bid proposal.

10. Any other evidence that the Proposer submits which show that the Proposer has made reasonable Good Faith efforts to include DBE participation.

In the event one Proposer is the apparent low Proposer on more than one project within the same letting located in the same geographic area of the state, as a part of the good faith effort the Department will consider allowing the Proposer to combine the DBE participation as long as the overall goal value of all projects is achieved.

Where the apparent lowest responsive Proposer fails to submit sufficient participation by DBE firms to meet the contract goal and upon a determination by the Goal Compliance Committee based upon the information submitted that the apparent lowest responsive Proposer failed to make sufficient reasonable efforts to meet the contract goal, the Proposer will be offered the opportunity to meet in person for administrative reconsideration. A committee appointed by the Department will hear administrative reconsideration. Members of this committee will be officials who did not take part in the original determination by the Goal Compliance Committee. The Proposer will have the opportunity to present written documentation or argument concerning the issue of whether it met the goal or made an adequate good faith effort. The Proposer will receive a written decision on the reconsideration. Explaining the basis for finding that the Proposer did or did not meet the goal or made adequate Good Faith efforts to do so. The result of the reconsideration process is not administratively appealable to the Department.

In the event that the Department does not award the contract to the apparent lowest responsive Proposer, the Department reserves the right to award the contract to the next lowest responsive Proposer that can satisfy the Department that the contract goal can be met or that adequate good faith efforts have been made to meet the goal.

## **DBE DIRECTORY**

Included with this Design-Build Package is a list of Disadvantaged Business Enterprises (DBE) which have been certified as such by the North Carolina Department of Transportation. Only those DBE firms with current certification may be listed in the proposal form.

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

## **REPLACEMENT OF DBEs**

### **A. Performance Related**

If any DBE Subcontractor submitted on the form for listing of DBE Subcontractors, contained elsewhere in this proposal form, is terminated or fails to complete its work on the contract for any reason, the Design-Build Team shall take all necessary, reasonable steps to replace the DBE Subcontractor with another DBE Subcontractor to perform at least the same amount of work of the contract as the DBE that was terminated.

To demonstrate necessary, reasonable Good Faith efforts, the Design-Build Team shall document the steps he has taken to replace any DBE Subcontractor who is unable to perform successfully with another DBE Subcontractor. Such documentation shall include but not be limited to the following:

1. Copies of written notification to DBEs that their interest is solicited in subcontracting the work defaulted by the previous DBE subcontractor or in subcontracting other items of work in the contract.
2. Efforts to negotiate with DBEs for specific subbids including, at a minimum:
  - a. The names, addresses, and telephone numbers of DBEs who were contacted;
  - b. A description of the information provided to DBEs regarding the plans and specifications for portions of the work to be performed; and
3. For each DBE contacted but rejected as unqualified, the reasons for the Design-Build Team's conclusion.
4. Efforts made to assist the DBEs contacted, if needed, in obtaining bonding or insurance required by the Design-Build Team.

The Design-Build Team will not terminate a DBE subcontractor listed in the proposal form for convenience or perform the work with its own forces or those of an affiliate without the written approval of the Engineer. If the Design-Build Team fails to demonstrate reasonable efforts to replace a DBE firm that does not perform as intended or completes the work with its own forces without the Engineer's approval, the Design-Build Team will be disqualified from further bidding for a period of up to 6 months after notification by certified mail.

#### B. Decertification

1. If a Design-Build Team has listed a DBE firm in his proposal and that DBE Subcontractor is subsequently decertified by the Department after a Request for Subcontract has been approved, then the Department will not require the Design-Build Team to solicit replacement DBE participation equal to the remaining work to be performed by the decertified firm. The participation equal to the remaining work performed by the decertified firm will count toward the contract goal but may not be counted toward the overall program goal.
2. If a Design-Build Team has listed a DBE firm in his proposal and the DBE firm is decertified prior to the Department approving a Request for Subcontract for the named DBE firm, the Design-Build Team shall take all necessary and reasonable steps to replace the DBE subcontractor with another DBE subcontractor to perform at least the same amount of work to meet the contract goal or demonstrate that it has made a Good Faith effort to do so.

### **DEFINITIONS**

For purposes of this provision the following definitions will apply:

- A. Socially and economically disadvantaged individuals means a person who has a net worth of \$750,000.00 or less and is a citizen or lawful permanent resident of the United States and who is:
  1. A Black American
  2. A Hispanic American



3. A Subcontinent Asian American
4. A Native American
5. An Asian-Pacific American
6. A Woman
7. Members of other groups, or other individuals found to be economically and socially disadvantaged by the Small Business Administration under Section 8(d) of the Small Business Act, as amended (15 U.S.C. 637(d)).
8. Members of other groups, or other individuals found to be economically and socially disadvantaged by the N. C. Department of Transportation under the Criteria for Disadvantaged Business Enterprises as published by the Department.

B. Disadvantaged Business Enterprise (DBE) means a for-profit small business concern.

1. That is at least 51 percent owned by one or more individuals who are both socially and economically disadvantaged or, in the case of a corporation in which 51 percent of the stock is owned by one or more such individuals; and
2. Whose management and daily business operation are controlled by one or more of the socially and economically disadvantaged individuals who own it,

#### **COUNTING DBE PARTICIPATION TOWARD MEETING THE DBE GOAL**

- A. If a firm is determined to be an eligible DBE firm and certified by the Department, the total dollar value of the participation by the DBE will be counted toward the goal. The total dollar value of participation by a certified DBE will be based upon the value of work actually performed by the DBE and the actual payments to DBE firms by the Design-Build Team.
- B. When a DBE performs as a participant in a joint venture, the Design-Build Team may count toward its DBE goal a portion of the total value of participation with the DBE in the joint venture, that portion of the total dollar value being a distinct clearly defined portion of work that the DBE performs with its forces.
- C.
  1. The Design-Build Team may count toward its DBE goal only expenditures to DBEs that perform a commercially useful function in the work of a contract. A DBE is considered to perform a commercially useful function when it is responsible for execution of a distinct element of the work of a contract and carrying out its responsibilities by actually performing, managing, and supervising the work involved. To determine whether a DBE is performing a commercially useful function, the Department will evaluate the amount of work subcontracted, industry practices, whether the amount the firm is to be paid under the contract is commensurate with the work it is actually performing and the DBE credit claimed for its performance of the work, and other relevant factors.
  2. Consistent with normal industry practices, a DBE may enter into subcontracts. Work that a DBE subcontracts to another DBE firm may be counted toward the contract goal. Work that a DBE subcontracts to a non-DBE firm does not count

toward the contract goal. If a DBE Design-Build Team or Subcontractor subcontracts a significantly greater portion of the work of the contract than would be expected on the basis of normal industry practices, the DBE shall be presumed not to be performing a commercially useful function. The Department's decision on the rebuttal of this presumption is subject to review by the Federal Highway Administration but is not administratively appealable to USDOT.

3. The following factors will be used to determine if a DBE trucking firm is performing a commercially useful function.
  - a. The DBE firm must be responsible for the management and supervision of entire trucking operation
  - b. The DBE must itself own and operate at least one fully licensed, insured and operational truck
  - c. The DBE will receive full credit for all trucks it owns, insures, operates, and employs drivers
  - d. The DBE will receive full credit for all trucks leased from a certified DBE firm
  - e. The DBE will only receive credit for the fees or commission for trucks leased from a non-DBE firm
  - f. Others may use trucks during the term of the lease so long as the lease gives priority to the DBE for the use of the truck(s).

The DBE may present evidence to rebut this presumption to the Department for commercially useful functions.

- D. A Design-Build Team may count toward its DBE goal 60 percent of its expenditures for materials and supplies required to complete the contract and obtained from DBE regular dealer and 100 percent of such expenditures to a DBE manufacturer.
  1. For purposes of this provision, a manufacturer is a firm that operates or maintains a factory or establishment that produces on the premises the materials or supplies obtained by the Design-Build Team.
  2. For purposes of this provision, a regular dealer is 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. To be a regular dealer, the firm must engage in, as its principal business and in its own name, the purchase and sale 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 or operates distribution equipment. Brokers and packagers shall not be regarded as manufacturers or regular dealers within the meaning of this section.
- E. A Design-Build Team may count toward its DBE goal the following expenditures to DBE firms that are not manufacturers or regular dealers:
  1. The fees or commissions charged by a DBE firm for providing a bona fide service, such as professional, technical, consultant, or managerial services, or for providing

bonds or insurance specifically required for the performance of a DOT-assisted contract, toward DBE goal, 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. The fees or commissions charged for assistance in the procurement of the materials and supplies, or for transportation charges for the delivery of materials or supplies required on a job site (but not the cost of the materials and supplies themselves), toward DBE goals, provided the fees are not from a manufacturer or regular dealer and provided the fees are determined to be reasonable and not excessive as compared with fees customarily allowed for similar services.

## **REPORTS**

All requests for subcontracts involving DBE subcontractors shall be accompanied by a certification executed by both the Design-Build Team and the DBE subcontractor attesting to the agreed upon unit prices and extensions for the affected contract items. This document shall be on the Department's Form RS-1-D, or in lieu of using the Department's Form, copies of the actual executed agreement between the Design-Build Team and the DBE subcontractor may be submitted. In any event, the Department reserves the right to require copies of actual subcontract agreements involving DBE Subcontractors.

The RS-1-D certification forms may be obtained from the Department's Resident Engineer.

These certifications shall be considered a part of the project records, and consequently will be subject to penalties under Federal Law associated with falsifications of records related to projects.

## **REPORTING DISADVANTAGED BUSINESS ENTERPRISE PARTICIPATION**

When payments are made to Disadvantaged Business Enterprise firms, including material suppliers, contractors at all levels (prime, subcontractor, or second tier subcontractor) shall provide the Engineer with an accounting of said payments. 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 (1) withholding of money due in the next partial pay estimate; or (2) removal of an approved Design-Build Team from the prequalified Proposer's list or the removal of other entities from the approved subcontractors list. The accounting shall list for each payment made to a Disadvantaged Business Enterprise firm the following:

- DOT Project Number
- Payee Design-Build Team Name
- Receiving Design-Build Team or Material Supplier
- DBE Certification Basis, e.g., Woman Owned, Native American, African American, etc.
- Amount of Payment
- Date of Payment

A responsible fiscal officer of the payee Design-Build Team, subcontractor, or second tier subcontractor who can attest to the date and amounts of the payments shall certify that the accounting is correct. A copy of an acceptable report may be obtained from the Engineer.

**CERTIFICATION FOR FEDERAL-AID CONTRACTS**

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

- (1) No Federal appropriated funds have been paid or will be paid, by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of any Federal agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any Federal contract, the making of any Federal grant, the making of any Federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any Federal contract, grant, loan, or cooperative agreement.
- (2) If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any Federal agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this Federal contract, grant, loan, or cooperative agreement, the undersigned shall complete and submit Standard Form-LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions.

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

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

DB1 G85

**CONTRACTOR'S LICENSE REQUIREMENTS** (7-1-95)

If the Design-Build Team 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).

DB1 G88

**DOMESTIC STEEL AND IRON PRODUCTS** (7-1-95)

All steel and iron products which 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 project cost of the bid items involved does not exceed one-tenth of one percent (0.1 percent) of the total amount bid for the entire project or \$2,500.00, whichever is greater. This minimal amount of foreign produced steel and iron products permitted for use by

this Special Provision is not applicable to fasteners. Domestically produced fasteners are required for this project.

All steel and iron products furnished as "domestic products" shall be melted, cast, formed, shaped, drawn, extruded, forged, fabricated, produced, or otherwise processed and manufactured in the United States. Raw materials including pig iron and processed pelletized and reduced iron ore used in manufacturing "domestic" steel products may be imported; however, all manufacturing processes to produce the products, including coatings, must occur in the United States.

Before each steel or iron product is incorporated into this project or included for partial payment on a monthly estimate, the Design-Build Team shall furnish the Resident Engineer a notarized certification certifying that the product conforms to the above requirements of this Special Provision. The Resident Engineer will forward a copy of each certification to the Materials and Tests Unit.

Each purchase order issued by the Design-Build Team or a subcontractor for steel and iron products to be permanently incorporated into this project shall contain in bold print a statement advising the supplier that all manufacturing processes to produce the steel or iron shall have occurred in the United States. The Design-Build Team and all affected subcontractors shall maintain a separate file for steel products permanently incorporated into this project so that verification of the Design-Build Team's efforts to purchase "domestic" steel and iron products can readily be verified by an authorized representative of the Department or the Federal Highway Administration.

DB1 G97

#### **U.S. DEPARTMENT OF TRANSPORTATION HOTLINE** (11-22-94)

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

The U.S. Department of Transportation (DOT) operates the above toll-free "hotline" Monday through Friday, 8:00 a.m. to 5:00 p.m. eastern time. Anyone with knowledge of possible bid rigging, bidder collusion, or other fraudulent activities should use the "hotline" to report such activities.

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

DB1 G100

#### **SUBMISSION OF RECORDS - FEDERAL-AID PROJECTS** (12-15-98)

The Design-Build Team's attention is directed to the Standard Special Provisions entitled "Required Contract Provisions - Federal-Aid Construction Contracts" contained elsewhere in this Design-Build Package.

This project is located on the National Highway System. If the final construction cost of this project equals or exceeds **One Million Dollars**, the Design-Build Team must submit federal form FHWA-47.

DB1 G106

**DESIGN-BUILD TEAM BORROW SOURCE** (3-15-05)

Revise the *2002 Standard Specifications* as follows:

Page 2-17, Article 230-4(C) Design-Build Team Furnished Sources, add the following;

If the Design-Build Team proposes a borrow source, the environmental assessment shall include wetland and stream delineation extending 400 feet beyond the proposed borrow source limits.

1. If wetlands or streams are present within 400 feet of the borrow source:

Submit a hydrologic analysis (Skaggs Method) or equivalent to determine if lateral effects will permanently impact or cause degradation to wetlands or streams. The analysis shall be performed by an environmental or hydraulics engineer with expertise in this discipline and shall consist of, but not be limited to:

Hydric soil type  
Average profile depth to restrictive soil layer  
Effective hydraulic conductivity or permeability  
Average drainable porosity or available water capacity  
Required buffer width, including safety factor

2. If wetlands or streams are present within 400 feet and the contractor does not propose to excavate below the seasonal high water table or the water level in the adjacent stream, no documentation will be required.
3. If wetlands or streams are not present within 400 feet, no additional documentation will be required

During Department review of the proposed borrow area, the hydrologic analysis will be submitted to the U. S. Army Corps of Engineers for evaluation.

Obtain copy of Skaggs Method for Determining Lateral Effects of a Borrow Pit on Adjacent Wetlands, revised 3/15/05, from Roadside Environmental Unit web site:

**[http://www.doh.dot.state.nc.us/operations/dp\\_chief\\_eng/roadside/fieldops](http://www.doh.dot.state.nc.us/operations/dp_chief_eng/roadside/fieldops)**

Copies may also be obtained from Room 558, Transportation Building, 1 S. Wilmington Street, Raleigh, NC 27601.

DB1 G111

**SUBSURFACE INFORMATION** (9-27-05)

Available subsurface information will be provided on this project. The Design-Build Team will be responsible for additional investigations.

DB1 G119

**TRAINING REQUIREMENTS** (7-1-95)

The Design-Build Team's attention is directed to the Standard Special Provision "Training Special Provision" included elsewhere in this Request For Proposal.

The number of trainees to be trained on this project shall be **Six (6)**.

DB1 G136

**SAFETY VESTS** (11/9/04)

All the Design-Build Team's personnel, all subcontractors and their personnel, and any material suppliers and their personnel, shall wear a reflective vest or outer garment conforming to the requirements of MUTCD at all times while on the project.

DB1 G139

**BID DOCUMENTATION** (5/6/04)**General**

The successful Proposer (Design-Build Team) shall submit the original, unaltered bid documentation or a certified copy of the original, unaltered bid documentation used to prepare the Price Proposal for this contract to the Department. Such documentation shall be placed in escrow with a banking institution or other bonded document storage facility selected by the Department and preserved by that institution or facility as specified in the following sections of this provision.

**Bid Documentation**

The terms "bid documentation" as used in this provision means all written information, working papers, computer printouts and diskettes, charts, and all other data compilations which contain or reflect information, data, and calculations used by the Proposer in the preparation of their Price Proposal. The term "bid documentation" includes, but is not limited to, Design-Build Team equipment rates, Design-Build Team overhead rates, labor rates, efficiency or productivity factors, arithmetical calculations, and quotations from subcontractors and material suppliers to the extent that such rates and quotations were used by the Proposer in formulating and determining the bid. The term "bid documentation" also includes any manuals, which are standard to the industry used by the Proposer in determining the bid. Such manuals may be included in the bid documentation by reference. Such reference shall include the name and date of the publication and the publisher. The term does not include bid documents provided by the Department for use by the Proposer in bidding on this project.

**Submittal of Bid Documentation**

A representative of the Proposer shall deliver the original, unaltered bid documentation or a certified copy of the original, unaltered bid documentation to the Department, in a container suitable for sealing, within ten (10) days after the notice of award is received by him. Bid documentation will be considered a certified copy if the Proposer includes a letter to the Department from a chief officer of the company stating that the enclosed documentation is an EXACT copy of the original documentation. The letter must be signed by a chief officer of the company, have the person's name and title typed below the signature, and the signature MUST be notarized at the bottom of the letter. The Department will not execute the contract until the original, unaltered bid documentation or a certified copy of the original, unaltered bid documentation has been received by the Department. The container shall be clearly marked "Bid Documentation" and shall also show on the face of the container the Proposer's name, Proposer's address, the date of submittal, the Project Number, and the County.

**Affidavit**

In addition to the bid documentation, an affidavit signed under oath by an individual authorized by the Proposer to execute the bid shall be included. The affidavit shall list each bid document with sufficient specificity so a comparison may be made between the list and the bid documentation to ensure that all of the bid documentation listed in the affidavit has been enclosed. The affidavit shall attest that the affiant has personally examined the bid documentation, that the affidavit lists all of the documents used by the Proposer to determine the bid for this project, and that all such bid documentation has been included.

**Verification**

Upon delivery of the bid documentation, the Department's Contract Officer and the Proposer's representative will verify the accuracy and completeness of the bid documentation compared to the affidavit. Should a discrepancy exist, the Proposer's representative shall immediately furnish the Department's Contract Officer with any other needed bid documentation. The Department's Contract Officer upon determining that the bid documentation is complete will, in the presence of the Proposer's representative, immediately place the complete bid documentation and affidavit in the container and seal it. Both parties will deliver the sealed container to a banking institution or other bonded document storage facility selected by the Department for placement in a safety deposit box, vault, or other secure accommodation.

**Duration and Use**

The bid documentation and affidavit shall remain in escrow until sixty (60) calendar days from the time the Design-Build Team receives the final estimate; or until such time as the Design-Build Team gives written notice of intent to file a claim, files a written claim, files a written and verified claim, or initiates litigation against the Department related to the contract; or until authorized in writing by the Design-Build Team. Upon the giving of written notice of intent to file a claim, filing a written claim, filing a written and verified claim, or the initiation of litigation by the Design-Build Team against the Department, or receipt of a letter from the Design-Build Team authorizing release, the Department may obtain the release and custody of the bid documentation. If the bid documentation remains in escrow sixty (60) calendar days after the time the Design-Build Team receives the final estimate and the Design-Build Team has not filed a written claim, filed a written and verified claim, or has not initiated litigation against the Department related to the contract, the Department shall instruct the banking institution or other bonded document storage facility to release the sealed container to the Design-Build Team.

The Proposer certifies and agrees that the sealed container placed in escrow contains all of the bid documentation used to determine the bid and that no other bid documentation shall be relevant or material in litigation over claims brought by the Design-Build Team arising out of this contract.

**Failure to Provide Bid Documentation**

The Proposer's failure to provide the original, unaltered bid documentation or a certified copy of the original, unaltered bid documentation within ten (10) days after the notice of award is received by him may be just cause for rescinding the award of the contract and may result in the removal of the Proposer from the Department's list of qualified Proposers for a period up to 180 days. Award may then be made to the next lowest responsible Proposer or the work may be



readvertised and constructed under the contract or otherwise, as the Board of Transportation may decide.

### **Escrow Agreement**

The Proposer will be required to sign an Escrow Agreement within ten (10) days after the notice of award is received by him. A copy of this Escrow Agreement document will be mailed to the Proposer with the notice of award for informational purposes. The Proposer and Department will sign the Escrow Agreement at the time that the bid documentation is delivered to a Banking Institution or other facility as outlined above. The Proposer's failure to sign the Escrow Agreement at the time the bid documentation is delivered may be just cause for rescinding the award of the contract and may result in the removal of the Proposer from the Department's list of qualified Proposers for a period up to 180 days. Award may then be made to the next lowest responsible Proposer or the work may be readvertised and constructed under the contract or otherwise, as the Board of Transportation may decide.

### **Confidentiality of Bid Documentation**

The bid documentation and affidavit in escrow are, and will remain, the property of the Proposer. The Department has no interest in, or right to, the bid documentation and affidavit other than to verify the contents and legibility of the bid documentation unless the Design-Build Team gives written notice of intent to file a claim, files a written claim, files a written and verified claim, or initiates litigation against the Department. In the event of such written notice of intent to file a claim, filing of a written claim, filing a written and verified claim, or initiation of litigation against the Department, or receipt of a letter from the Design-Build Team authorizing release, the bid documentation and affidavit may become the property of the Department for use in considering any claim or in litigation as the Department may deem appropriate.

Any portion or portions of the bid documentation designated by the Proposer as a "trade secret" at the time the bid documentation is delivered to the Department's Contract Officer shall be protected from disclosure as provided by *General Statutes 132-1.2*.

### **Cost and Escrow Instructions**

The cost of the escrow will be borne by the Department. The Department will provide escrow instructions to the banking institution or other bonded document storage facility consistent with this provision.

### **Payment**

There will be no separate payment for all costs of compilation of the data, container, or verification of the bid documentation. Payment at the lump sum price for the Design-Build project will be full compensation for all such costs.

DB1 G142

### **TWELVE-MONTH GUARANTEE** (9-27-05)

- A. The Design-Build Team shall guarantee materials and workmanship against latent and patent defects arising from faulty materials, faulty workmanship or negligence for a period of twelve months following the date of final acceptance of the work for maintenance and shall replace such defective materials and workmanship without cost to the Department.

- B. Where items of equipment or material carry a manufacturer's guarantee for any period in excess of twelve months, then the manufacturer's guarantee shall apply for that particular piece of equipment or material. The Department's first remedy shall be through the manufacturer although the Design-Build Team is responsible for invoking the warranted repair work with the manufacturer. The Design-Build Team's responsibility shall be limited to the term of the manufacturer's guarantee.
- C. The Design-Build Team shall be responsible for any and all remediation activities at the on-site stream and wetland mitigation sites for a period of twelve months following final acceptance of the project at no additional cost to the Department.

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

Appropriate provisions of the payment and/or performance bonds shall cover this guarantee for the project. In addition, failure on the part of the responsible entity(ies) of the Design-Build Team to perform guarantee work within the terms of this provision shall be just cause to remove the responsible entity(ies) from the Department's corresponding prequalified list. The Design-Build Team will be removed for a minimum of 6 months and will be reinstated only after all work has been corrected and the Design-Build Team requests reinstatement in writing.

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

DB1 G145

### **OUTSOURCING OUTSIDE THE USA** (9/21/04)

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

DB1 G150

### **DISQUALIFICATION OF BIDDERS** (11/16/04)

The 2002 *Standard Specifications* are revised as follows:

Page 1-17 Article 102-16, replace No.12 with the following:

12. Failure to submit the documents required by Article 109-10 within 60 days after request by the Engineer.

Page 1-18 Article 102-16, add the following after Number 15.

16. False information submitted on any application, statement, certification, report, records and/or reproduction.  
Conviction of any employee of company, of any applicable state or federal law, may be fully imputed to the business firm with which he is or was associated or by whom he was employed or with the knowledge or approval of the business firm or thereafter ratified by it.
17. Being debarred from performing work with other city, state, and federal agencies.
18. Failure to perform guaranty work within the terms of the contract.

DB1 G155

## **EROSION & SEDIMENT CONTROL/STORMWATER CERTIFICATION** (1-17-06)

### **GENERAL**

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

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

*Certified Supervisor* – Provide a certified Erosion & Sediment Control Stormwater Supervisor to direct the Contractor and subcontractor(s) operations, insure compliance with Federal, State and Local ordinances and regulations, and to direct the Quality Control Program. **Certified supervisors will be required on all projects let after December 31, 2005.**

*Certified Foreman* – Provide certified, trained foremen for each construction operation that increases the potential for soil erosion or the possible sedimentation and turbidity of surface waters. **Certified foremen will be required on all projects let after December 31, 2005.**

*Certified Installer* – Provide a certified installer to install or direct the installation for erosion or sediment/stormwater control practices. **Certified installers will be required on all projects let after December 31, 2006.**

### **OBTAINING CERTIFICATION**

*Certified Supervisor* – Obtain certification by completing a one day Erosion & Sediment/Stormwater Control Site Management Level II training class and passing the required exam provided by North Carolina State University, Department of Biological and Agricultural Engineering. The certification is valid for three years.

*Certified Foreman* – Obtain certification by completing the one-day Erosion & Sediment Control Stormwater Site Management Level II training course and passing the required exam provided by North Carolina State University, Department of Biological and Agricultural Engineering. The certification is valid for three years.

*Certified Installer* – Obtain certification by completing a one day Erosion & Sediment Control Stormwater Inspector/Installer Level I training course and passing the required exam provided by North Carolina State University, Department of Biological and Agricultural Engineering. The certification is valid for three years.

## **ROLES AND RESPONSIBILITIES**

### **Certified Erosion & Sediment Control Stormwater Supervisor**

1. The Certified Supervisor shall be responsible for ensuring erosion and sediment/stormwater control is adequately implemented and maintained on the project and conducting the quality control program.

The Certified Supervisor shall be on the project within 24 hours from initial disturbance of erosion to the project's final acceptance when questions or concerns arise with Erosion and Sedimentation Control/Stormwater issues.

Perform the following duties:

Coordinate and schedule the work of subcontractors so erosion and sediment/stormwater control measures are fully executed for each operation and in a timely manner over the duration of the contract.

Oversee the work of subcontractors so that appropriate erosion and sediment/stormwater control preventive measures are conformed to at each stage of the work.

Prepare the required weekly erosion control punchlist and present it to the Engineer.

Attend all weekly or monthly construction meetings to discuss the findings of the NPDES inspection log and other related issues.

Implement the erosion and sediment/stormwater control site plans requested.

Provide for erosion and sediment/stormwater control methods for Contractor's temporary work not shown on the plans, such as, but not limited to work platforms, temporary construction, pumping operations, plant and storage yards, and cofferdams.

Acquire applicable permits and comply with requirements for borrow pits, dewatering, and any temporary work conducted by the Contractor in jurisdictional areas.

Conduct all erosion and sediment/stormwater control work in a timely and workmanlike manner.

Fully install erosion and sediment/stormwater control work prior to suspension of the work.

Coordinate with NCDOT, Federal, State and Local Regulatory agencies on resolution of erosion and sediment/stormwater control issues due to the Contractor's operations.

Ensure that proper cleanup occurs from vehicle tracking on paved surfaces and/or any location where sediment leaves the Right-of-Way.

Have available an easily understandable updated set of EC plans for review by the project personnel, REU, Field Ops or Regulatory Agencies.

## 2. Quality Control Program

Maintain a quality control program to control erosion, prevent sedimentation and follow provisions of permits. The quality control program shall:

Follow permit requirements related to the Contractors' and subcontractor(s)' construction activities.

Ensure that all operators and/or subcontractor(s) on site have the proper erosion and sediment/stormwater control certification.

Notify the Engineer when the required certified erosion and sediment/stormwater control personnel are not available on the job site when needed.

Conduct the inspections required by the NPDES permit.

Maintain the NPDES inspection log.

Take corrective actions in the proper timeframe as required by the NPDES permit for problem areas identified during the NPDES inspections.

Incorporate erosion control into the work in a timely manner and stabilize disturbed areas with mulch/seed or vegetative cover on a section-by-section basis.

Maintain temporary erosion and sediment control devices.

Remove temporary erosion or sediment control devices when they are no longer necessary as agreed upon by the Engineer.

The Contractor's quality control and inspection procedures shall be subject to review by the Engineer. Maintain NPDES inspection records at the project site. Make NPDES inspection records available at all times for verification by the Engineer.

### **Certified Foreman**

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

Foreman in charge of grading activities

Foreman in charge of bridge or culvert construction over jurisdictional areas

Foreman in charge of utility activities

Certified Installers

Provide at least one certified installer for each of the following erosion or sediment/stormwater control operations:

Seeding and Mulching

Temporary Seeding

Temporary Mulching

Sodding

Silt fence or other perimeter erosion/sediment control device installations

Erosion control blanket installation

Hydraulic tackifier installation

Turbidity curtain installation

Rock ditch check/sediment dam installation

Ditch liner/matting installation

Inlet protection

Riprap placement

Stormwater BMP installations (such as but not limited to level spreaders, retention/detention devices)

Pipe installations within jurisdictional areas

### **PRECONSTRUCTION MEETING**

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

### **REVOCAION OR SUSPENSION OF CERTIFICATION**

Upon recommendation of the NCDOT Director of Construction to the Certification entity, certification for Supervisor, Certified Foremen, and Certified Installers may be revoked or suspended with the issuance of a Continuing Immediate Corrective Action (Continuing ICA), Notice of Violation, or Cease and Desist Order for erosion and sediment control/stormwater related issues.

The Department of Transportation recognizes the imperative need to have qualified individuals constructing, maintaining, and performing oversight of erosion and sediment control/stormwater components within all transportation facility projects. This accountability and competence is required to assure that the environmental commitments into which the Department has entered are in conformity with the requirements of the approved plans, specifications, and permit conditions. To ensure that candidates are qualified to construct, maintain, and oversee environmental related operations, certification programs have established written and/or proficiency standards. The certification issued jointly by the North Carolina Department of Transportation and North Carolina State University is a privileged certification that should be held in high regard. Should any of the following circumstances occur, the Director of Construction may suspend or permanently revoke such certification.

Failure to adequately perform the duties as defined within the certification program

Issuance of a continuing ICA, NOV, or Cease and Desist Order

Failure to fully perform environmental commitments as detailed within the permit conditions and specifications

Demonstration of erroneous documentation or reporting techniques

Cheating or copying another candidate's work on an examination

Intentional falsification of records

Directing a subordinate under direct or indirect supervision to perform any of the above actions

Dismissal from a company for any of the above reasons

Suspension or revocation of one's certification within another state

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

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

Director of Construction  
1520 Mail Service Center  
Raleigh, NC 27699-1520

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

The Director of Construction will hear the appeal and make a decision within 7 days of hearing the appeal. Decision of the Director of Construction shall be final and shall be made in writing to the registrant.

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

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

## **MEASUREMENT AND PAYMENT**

*Certified Erosion & Sediment Control Stormwater Supervisor* is incidental to the project for which no direct compensation will be made.

*Certified foremen* are incidental to the project for which no direct compensation will be made.

*Certified installers* are incidental to the project for which no direct compensation will be made.

DB1G180

## **PRICE ADJUSTMENTS FOR ASPHALT BINDER** (11-21-00)

Adjustments will be made to the payments due the Design-Build Team for each grade of asphalt binder when it has been determined that the monthly average terminal F.O.B. Selling Price of

asphalt binder, Grade PG 64-22, has fluctuated from the Base Price Index for Asphalt Binder included in this Project Special Provision. The methods for calculating a Base Price Index, for calculating the monthly average terminal F.O.B. Selling Price and for determining the terminals used are in accordance with procedures on file with the Department's Construction Unit.

When it is determined that the monthly average terminal F.O.B. Selling Price of asphalt binder on the first business day of the calendar month during which the last day of the partial payment period occurs, varies either upward or downward from the Base Price Index, the partial payment for that period will be adjusted. The partial payment will be adjusted by adding the difference (+ or -) of the base price index subtracted from the monthly selling price multiplied by the total theoretical quantity of asphalt binder authorized for use in the plant mix placed during the partial payment period involved.

The Base Price Index for this project is \$ **PRICE TO BE INCLUDED IN FINAL RFP** per ton  
DB6 R25

**PRICE ADJUSTMENTS - ASPHALT CONCRETE PLANT MIX** (11-21-00)

Revise the 2002 Standard Specifications as follows:

Page 6-36, Article 610-13

Add the following paragraph before the first paragraph:

The "Asphalt Price" used to calculate any price adjustments set forth in this section shall be \$35 per theoretical ton. This price shall apply for all mix types.

DB6 R26



**GENERAL**

The State will not be bound by oral explanations or instructions given at any time during the bidding process or after award. Only information that is received in response to this RFP will be evaluated; reference to information previously submitted will not suffice as a response to this solicitation.

**NO CONTACT CLAUSE**

To ensure that information is distributed equitably to all short listed Design-Build Teams, all questions and requests for information shall be directed to the State Contract Officer through the Design-Build e-mail address. This precludes any Design- Build Team Member, or representative, from contacting representatives of the Department, other State Agencies or Federal Agencies either by phone, e-mail or in person concerning the Design-Build Project.

**USE OF TERMS**

Throughout this Design-Build Package and all manuals, documents and standards referred to in the Design-Build Package the terms Contractor, Bidder, Design-Builder, Design-Build Team, Team, Firm, Company, and Proposer are synonymous. Throughout this Design-Build Package and all manuals, documents and standards referred to in the Design-Build Package, the terms NCDOT, Department, Engineer, and State are synonymous.

**DESIGN REFERENCES**

Design references developed and published by NCDOT and those developed and published by other agencies and adopted for use by NCDOT which are to be used in the design of this project may be obtained by contacting the Contract Office of the Project Services Unit. Standard prices for materials, which the Department normally sells for a fee, will be in effect. The Design-Build Team is responsible for designing in accordance with the applicable documents and current revisions and supplements thereto.

**REVIEW OF SUBMITTALS**

Major design milestones and required design submittals shall be identified as activities on a CPM, bar chart, or other scheduling tool. This schedule shall be submitted to the State Alternative Delivery Systems Engineer and Resident Engineer concurrently with the first design submittal, or within 30 days of the contract award, whichever is earlier. The schedule shall be revised and resubmitted as design milestones change or as directed by the State Alternative Delivery Systems Engineer. Submittals will be reviewed within 10 working days (15 days for temporary structures) from the date of receipt by NCDOT unless otherwise stipulated in the scope of work. All submittals shall be prepared and submitted in accordance with the "*Design-Build Submittal Guidelines*", which by reference are incorporated and made a part of this contract. All submittals shall be made simultaneously to the State Alternative Delivery Systems Engineer and the Resident Engineer. The Department will not accept subsequent submittals until prior submittal reviews have been completed for that item. The Design-Build Team shall prioritize submittals in the event that multiple submittals are made based on the current schedule. All submittals shall include pertinent Special Provisions. No work shall be performed prior to Department review of the design submittals.

## OVERVIEW

The project will re-construct approximately 6.5 miles of I-77, including ramps at the US 421 interchange. The re-construction of I-77 shall include four 12-foot concrete lanes and ten-foot full-depth asphalt shoulders. The re-construction of the US 421 ramps and loops shall include 16-foot wide and 19-foot wide concrete lanes, respectively, with four-foot asphalt shoulders. The project is located in Yadkin County.

Project services shall include but are not limited to:

- **Design Services** – completion of construction plans.  
The PCE was approved on April 11, 2005.
- **Construction Services** – necessary to build and ensure workmanship of the designed facility.

## GENERAL SCOPE

The scope of work for this project will include design, construction and management of the project. The design work will include all aspects to re-construct the existing lanes on I-77 and ramps on US 421. The designs shall meet all appropriate latest versions of *AASHTO Policy on Geometric Design of Highways and Streets*, *AASHTO Standard Specifications for the Design of Highway Bridges*, *Manual of Uniform Traffic Control Devices*, and all NCDOT design criteria.

Construction will include, but not be limited to, all necessary roadway, drainage, utility coordination, and erosion and sediment control work items. Construction will comply with *NCDOT Standard Specifications for Roadways and Structures Edition of 2002* and any special provisions.

Areas of work required for this project will include, but are not limited to the following items:

1. Roadway Design
2. Hydraulic Design
3. Construction
4. Subgrade Stabilization
5. Erosion and Sediment Control
6. Traffic Control and Pavement Marking Design
7. Signing Design
8. Project and Construction Management
9. Construction Surveying
10. Location and Surveys
11. Public Involvement
12. R/W Utilities, Conflicts and / or Construction
13. Geotechnical Investigations / Recommendations

All designs shall be in Microstation format using Geopak software (current version used by the Department)

**DESIGN, AND CONSTRUCTION PERFORMED BY DESIGN-BUILD TEAM**

The design work consists of the preparation of all construction documents aspects for re-constructing the existing lanes on I-77 and ramps on US 421 as outlined in the Scope of Work section of this package. The Design-Build Team shall prepare final designs, construction drawings and special provisions.

The Design-Build Team is cautioned that project documents furnished by the Department are preliminary and provided solely to assist the Design-Build Team in the development of the project design. The Design-Build Team shall be fully and totally responsible for the accuracy and completeness of all work performed under this contract and shall save the State harmless and shall be fully liable for any additional costs and all claims against the State which may arise due to errors, omissions and negligence of the Design-Build Team in performing the work.

There shall be no assignment, subletting or transfer of the interest of the Design-Build Team in any of the work covered by the Contract without the written consent of the State, except that the Design-Build Team may, with prior notification of such action to the State, sublet property searches and related services without further approval of the State.

The Design-Build Team shall certify all plans, specifications, estimates and engineering data furnished by the Team.

All work by the Design-Build Team shall be performed in a manner satisfactory to the State and in accordance with the established customs, practices, and procedures of the North Carolina Department of Transportation, and in conformity with the standards adopted by the American Association of State Highway Transportation Officials, and approved by the Secretary of Transportation as provided in Title 23, US Code, Section 109 (b). The decision of the Engineer/State/Department shall control in all questions regarding location, type of design, dimension of design, and similar questions.

Alternate designs, details, or construction practices (such as those employed by other states, but not standard practice in NC) are subject to Department review and will be evaluated on a case by case basis.

The Design-Build Team shall not change team members, subconsultants or subcontractors identified in the RFQ or RFP without written consent of the Engineer. In addition, subconsultants and subcontractors not identified in the RFQ or RFP shall not perform any work without written consent by the Engineer. Individual offices of the Design-Build Team not identified in the Statement of Qualifications or the Technical Proposal submittal shall not perform any work without written consent by the Engineer. Failure to comply with this requirement may be justification for removing the Team from further consideration for this project and disqualification from submitting on future Design-Build Projects.

The Department shall prequalify all firms for the work they are identified to perform. Design firms and Natural Systems firms are prequalified by the particular office performing the work. If the work shall be performed by an office other than the one that is prequalified, that office shall be prequalified prior to any design submittals.

**ETHICS POLICY**

Employees employed by the Design-Build Team or employees employed by any subconsultant for the Design-Build Team to provide services for this project shall comply with the

Department's ethics policy. Failure to comply with the ethics policy will result in the employee's removal from the project and may result in removal of the Company from the Department's listing of Registered Qualified Engineering Firms.

### **APPROVAL OF PERSONNEL**

The Department will have the right to approve or reject any personnel, assigned to a project by the Design-Build Team.

The Design-Build Team or any subcontractor for the Design-Build Team which are employed to provide services for this project shall not discuss employment opportunities or engage the services of any person or persons, now in the employment of the State during the time of this contract, without written consent of the State.

In the event of engagement, the Design-Build Team or their subcontractors shall restrict such person or persons from working on any of the Design-Build Team's contracted projects in which the person or persons were "formerly involved" while employed by the State. The restriction period shall be for the duration of the contracted project with which the person was involved. *Former Involvement* shall be defined as active participation in any of the following activities:

- Drafting the contract
- Defining the scope of the contract
- Selection of the Design-Build Team
- Negotiation of the cost of the contract (including calculating manhours or fees); and
- Administration of the contract.

An exception to these terms may be granted when recommended by the Secretary and approved by the Board of Transportation.

Failure to comply with the terms stated above in this section shall be grounds for termination of this contract and/or not being considered for selection of work on future contracts for a period of one year.

### **SUBMITTAL OF TECHNICAL AND PRICE PROPOSALS**

#### **GENERAL**

Technical and Price Proposals will be accepted until **4:00 P.M. Local Time on Thursday April 20, 2006**, at the office of the State Contract Officer:

Mr. Randy A. Garris, PE  
Project Services Unit  
1020 Birch Ridge Drive  
Century Center Complex Bldg. B  
Raleigh, NC

**No Proposals will be accepted after the time specified.**

Proposals shall be submitted in 2 separate, sealed parcels containing the Technical Proposal in one and the Price Proposal in the other parcel.

**TECHNICAL PROPOSAL**

Technical Proposals shall be submitted in a sealed package. The outer wrapping shall clearly indicate the following information:

Technical Proposal  
Submitted By: (Design-Build Team's name)  
Contract Number C201269  
TIP Number I-2808A  
Yadkin County  
I-77 south of SR 1225 to US 21

Technical Proposal Requirements  
12 Copies  
8 ½ inch by 11 inch pages  
No fold-out sheets allowed  
Printed on one side only  
Double-spaced  
Font size 12

No more than 50 pages, excluding the 11 inch by 17 inch appropriate plan sheets

Key Project Team members, identified in the Request For Qualifications, shall not be modified in the Technical Proposal without written approval of the Department. Any such request should be sent to the attention of Mr. Randy Garris, PE, at the address below:

NCDOT-Project Services Unit  
Century Center-Building B  
1020 Birch Ridge Drive  
Raleigh, NC 27610

**PRICE PROPOSAL**

Price Proposals shall be submitted in a sealed package. The outer wrapping will clearly indicate the following information:

Price Proposal  
Submitted by (Design-Build Team's Name)  
Contract Number C201269  
TIP Number I-2808A  
Yadkin County  
I-77 south of SR 1225 to US 21

The Price Proposal shall be submitted by returning the Design-Build Package with the item sheets completed, and all required signatures and bonds. Failure to execute the required documents may render the proposal non-responsive.

### **EVALUATIONS**

Technical Proposals shall address the technical elements of the design and construction of the project. The Technical Review Committee will consider the understanding of the project, the anticipated problems and the solutions to those problems.

The Design-Build Team's Technical Proposal shall be developed using narratives, tables, charts, plots, drawings and sketches as appropriate. The purpose of the Technical Proposal is to document the firm's understanding of the project, their selection of appropriate design criteria, and their approach for completing all design and construction activities.

The award of the Design-Build contract does not in any way imply that the Department accepts or approves the details of the Technical Proposal submitted by the Design-Build Team. Decisions based on cost alone will not establish the design standards for the project. The proposal will be evaluated in each of the following areas:

	EVALUATION FACTORS	POINTS
1.	Management	18
2.	Responsiveness to Request for Proposal	14
3.	Long Term Maintenance	5
4.	Schedule and Milestones	20
5.	Innovation	8
6.	Maintenance of Traffic and Safety Plan	30
7.	Oral Interview	5

### **TECHNICAL PROPOSAL EVALUATION CRITERIA**

#### **1. Management – 18 points**

##### ***Design-Build Team Management – 5 points***

- Describe the Design-Build Team's concept of design management. The proposal shall identify key positions and subordinate organizational units.
- Describe the plan for the coordination of civil/structural, utilities, traffic maintenance, constructability and environmental responsibility.
- Provide a narrative description of the proposed location of the design office(s) and their respective responsibilities.
- Describe how the designs developed by different firms and offices will be integrated.
- Describe how design personnel will interface with the construction personnel.
- Describe the overall strengths of the Design Team and their ability to fulfill the design requirements of this project.

##### ***Quality Management - 7 Points***

- Describe how the Design-Build Team will comply with the quality control requirements for both design and construction. Specifically, include a narrative describing the Design-Build Team's understanding of the Department's construction quality control philosophy for this project and how the Design-Build Team will implement it.

- The Design-Build Team should detail the number of inspectors they expect the Department to furnish, during various phases, to allow satisfactory progress of project construction.
- The narrative shall include both design and construction activities.

#### ***Construction Management - 6 Points***

- Describe the Design-Build Team's concept of the project construction management organization and how it interrelates with the other elements of the Design-Build Team's organization for the project.
- Provide a brief narrative description of the Design-Build Team's proposed plan for performing construction on the project. This description shall include at least the following:
  - A construction organization chart for the project, showing the relationships between functions shown on the chart and the functional relationships with subcontractors.
  - The chart shall indicate how the Design-Build Team intends to divide the project into work segments to enable optimum construction performance.
  - Descriptions of those categories of work that the Design-Build Team anticipates will be performed by the Design-Build Team's own direct labor force and those categories that will be performed by subcontractors.
  - The Design-Build Team's plans and procedures to insure timely deliveries of materials to achieve the project schedule.
  - Describe the overall strengths of the construction team and their ability to fulfill the construction management requirements of this project.

## **2. Responsiveness to RFP – 14 points**

#### ***Disadvantaged Business Enterprises (DBE) - 2 Points***

- Describe the Design-Build Team's approach to ensuring that DBE will have opportunity to participate in the design aspect of the project.
- DBE firms, to be utilized in the design shall be noted in the RFP submittal.
- It is expected that DBE design will be at least 5% of the overall design cost.
- The overall approach to ensuring DBE participation in all areas of work also needs to be addressed.

#### ***Natural Environmental Responsibility – 4 Points***

- Describe the Design-Build Team's approach to addressing environmental concerns within the project boundaries.
- Identify efforts to minimize impacts on wetlands, streams, riparian buffers, and other environmentally sensitive areas.
- Identify innovative approaches to minimize any impacts in environmentally sensitive areas. Describe any temporary impacts and associated minimization approaches.
- Describe any Notice of Violations (NOV's) or Immediate Corrective Actions (ICA's) the Design-Build Team has received and the disposition of any NOV's or ICA's.

- Describe the Design-Build Teams approach to Sedimentation and Erosion Control for the project.

### ***Design Features – 8 points***

- Show plan view of design concepts with key elements noted.
- Identify preliminary horizontal and vertical alignments of all roadway elements.
- Show typical sections for the mainline of the project.
- Identify drainage modifications and designs to be implemented.
- Identify the appropriate design criteria for each feature if not provided.
- Identify any deviations, including proposed design exceptions, from the established design criteria that will be utilized. Explain why the deviation is necessary. Describe any Geotechnical investigations to be performed by the Design-Build Team.
- Identify any special aesthetics considerations that will be part of the design.
- Describe how any utility conflicts will be addressed and any special utility design considerations.

### ***3. Long Term Maintenance – 5 points***

- Describe any special materials, not referenced elsewhere in the contract, incorporated into the project that would result in long term reduction in maintenance.
- Describe any special designs or construction methods that would reduce future maintenance costs to the Department.
- Describe the effect, if any, that special concrete mixes used on this project will have on the long-term durability of the concrete pavement.
- Estimate a minimum ten-year cost savings resulting from incorporation of these special materials, design, or construction methods into the project.

### ***4. Schedule and Milestones – 20 points***

- Provide a schedule for the project including both design and construction. The schedule shall show the sequence and continuity of operations, as well as the month of delivery of usable segments of the project.
- The schedule shall also include the Design-Build Team's final completion date and, if proposed, their substantial completion date. **These dates shall be clearly indicated on the Project Schedule and labeled "Final Completion Date" and "Substantial Completion Date".**

### ***5. Innovation – 8 points***

Identify any aspects of the design or construction elements that the Design-Build Team considers innovative. Include a description of alternatives that were considered whether implemented or not.

### ***6. Maintenance of Traffic and Safety Plan – 30 points***

#### ***Maintenance of Traffic***

- Describe any traffic control requirements that will be used for each construction phase.



- Describe how traffic will be maintained as appropriate and describe the Design-Build Team's understanding of any time restrictions noted in the RFP.
- Specifically describe how business and residential access will be maintained, if applicable.
- Describe the use or avoidance of crossovers that will be used on the project including location and duration.

### ***Safety Plan***

- Describe the safety considerations specific to the project.
- Discuss the Design-Build Team's overall approach to safety.
- Describe any proposed improvements that will be made prior to or during construction that will enhance the safety of the work force and/or travelling public both during and after the construction of the project.

### **7. Oral Interview – 5 points**

- The Design-Build Team's Project Management Team shall present a brief introduction of the project team and design / construction approach.
- Introductory comments shall be held to no more than 15 minutes.
- The Department will use this interview to ask specific questions about the Team's background, philosophies, and approach to the project.
- Presentation, questions, and answers shall not exceed 60 minutes. No more than 10 people from the Design-Build Team may attend.

The Department will use the information presented in the oral interview to assist in the evaluation of the Technical Proposal.

### **Additional Warranty And/Or Guarantee**

- **The Extra Credit for this project shall be a Maximum of 8 Points.**

A twelve-month guarantee as outlined in the *Twelve-Month Guarantee* provision is required for this project. However, the Design-Build Team may provide additional warranties and/or guarantees at their discretion. The Design-Build Team may be awarded additional points as "extra credit" to be added to the technical score.

The Design-Build Team may provide warranties and/or guarantees for major components of the project. Examples of major components are pavements, bridge components and sign structures. If additional warranties and/or guarantees are offered, the Design-Build Team shall indicate in the Technical Proposals the general terms of the warranties and/or guarantees, a list of the items covered, performance parameters, notification and response parameters for corrective action, and evaluation periods. The warranties and/or guarantees shall also define how disputes will be handled. Prior to the first partial payment, the Design-Build Team shall submit a document that provides additional warranty/guarantee specifics in sufficient detail that allows the document to be made a part of the contract through supplemental agreement.

No direct payment will be made for warranties and/or guarantees. Payment will be considered incidental to the lump sum price for the contract.

**SELECTION PROCEDURE**

There will be a Technical Review Committee (TRC) composed of Project Managers, and three or more senior personnel from involved engineering groups that will evaluate the Technical Proposal on the basis of the criteria provided in the Design-Build Package.

The selection of a Design-Build Team will involve both technical quality and price. The Technical Proposals will be presented to the TRC for evaluation. The TRC shall first determine whether the proposals are responsive to the requirements of the Design-Build Package. Each responsive Technical Proposal shall be evaluated based on the rating criteria provided in the Design-Build Package. The TRC will submit an overall Technical Proposal score for each firm to the State Contract Officer. A maximum quality credit percentage will be assigned for each project, as determined by the TRC.

Quality Credit Evaluation Factors for Technical Proposals

Management	18
Responsiveness to Request for Proposal	14
Long Term Maintenance	5
Schedule and Milestones	20
Innovation	8
Maintenance of Traffic and Safety Plan	30
Oral Interview	5
<b>Maximum Score</b>	<b>100</b>

The State Contract Officer will use a table based on the maximum quality credit percentage to assign a Quality Credit Percentage to each proposal based on the proposal's overall technical score. The maximum percentage for this project will be 25%.

## QUALITY CREDIT PERCENTAGE FOR TECHNICAL PROPOSALS

Technical Score	Quality Credit (%)	Technical Score	Quality Credit (%)
100	25.00	84	11.67
99	24.17	83	10.83
98	23.33	82	10.00
97	22.50	81	9.17
96	21.67	80	8.33
95	20.83	79	7.50
94	20.00	78	6.67
93	19.17	77	5.83
92	18.33	76	5.00
91	17.50	75	4.17
90	16.67	74	3.33
89	15.83	73	2.50
88	15.00	72	1.67
87	14.17	71	0.83
86	13.33	70	0.00
85	12.50		

**The maximum Technical Score, including any extra credit given for warranties or guarantees, shall not exceed 100 points in determining the Quality Credit percentage.**

If any of the Technical Proposals were considered non-responsive, the manager of the Contract Office will notify those Design-Build Teams of that fact. The Manager of the Contract Office shall publicly open the sealed Price Proposals and multiply each Design-Build Team's Price Proposal by the Quality Credit Percentage earned by the Design-Build Team's Technical Proposal to obtain the Quality Value of each Design-Build Team's Technical Proposal. The Quality Value will then be subtracted from each Design-Build Team's Price Proposal to obtain an Adjusted Price based upon Price and Quality combined. Unless all Proposals are rejected, the Department will recommend to the State Transportation Board that the Design-Build Team having the lowest adjusted price be awarded the contract. The cost of the design-build contract will be the amount received as the Price Proposal.

The following table shows an example of the calculations involved in this process.

As Example of Calculating Quality Adjusted Price Ranking

Proposal	Technical Score	Quality Credit (%)	Price Proposal (\$)	Quality Value (\$)	Adjusted Price (\$)
A	95	20.83	3,000,000	624,900	2,375,100
B	90	16.67	2,900,000	483,430	2,416,570
C *	90	16.67	2,800,000	466,760	2,333,240
D	80	8.33	2,700,000	224,910	2,475,090
E	70	0.00	2,600,000	0	2,600,000

\* Successful Design-Build Team – Contract Cost \$2,800,000

### **Best and Final Offer**

In the event initial cost proposals exceed the Department's budget for the project or if the Department feels it is necessary for any reason, the Department may choose to make amendments to the details of the RFP and request a Best and Final Offer from all of the previously shortlisted teams. Alternately, the Department may choose to redistribute to the shortlisted firms another RFP for the project with no amendments to the RFP scope.

After receipt of the redistributed RFP, the Design-Build Team has the option of changing their Technical Proposal details. If the Design-Build Team changes any component of the Technical Proposal, the TRC will review those amended components of the Technical Proposal and reevaluate the scores accordingly. The Design-Build Team shall highlight the changes to bring them to the Department's attention. A revised total score will be calculated, if appropriate, based on these amendments to the Technical Proposal.

Additional oral interviews will not be held. The Design-Build Teams will submit both a revised Price Proposal and a revised Technical Proposal (if applicable) at the time, place, and date specified in the redistributed RFP. A revised Quality Value (if required) and Adjusted Price will be determined elsewhere in the RFP. This will constitute the Design-Build Team's Best and Final Offer. Award of the project may be made to the team with the lowest adjusted price on this Best and Final Offer for the project.

### **Stipend**

A stipulated fee of **\$35,000** will be awarded to each Design-Build Team on the short-list who provides a responsive, but unsuccessful, proposal. If a contract award is not made, all shortlisted Design-Build Teams that submit a responsive proposal shall receive the stipulated fee. The stipulated fee shall be paid to eligible Design-Build Teams within ninety days after the award of the contract or the decision not to award. Once award is made, or decision is made not to award, unsuccessful Design-Build Teams will be notified of the opportunity to apply for the stipulated fee. If the Design-Build Team accepts the stipulated fee, the Department reserves the right to use any ideas or information contained in the proposals in connection with any contract awarded for the project, or in connection with any subsequent procurement, with no obligation to pay additional compensation to the unsuccessful Design-Build Teams. Unsuccessful Design-Build Teams may elect to refuse payment of the stipulated fee and retain any rights to its proposal and the ideas and information contained therein.

**ROADWAY SCOPE OF WORK** (12-14-05)**Project Details**

- The Design-Build Team shall design and construct a four-lane divided facility along I-77 from the beginning of the continuously reinforced concrete (CRC) pavement, located approximately 350 feet south of SR 1125 (Asbury Church Road), to the US 21 Interchange. The facility shall be designed and constructed to meet a 70-mph design speed for an interstate. The Design-Build Team shall provide all other design criteria in the Technical Proposal.
- Along the interstate, the Design-Build Team shall design and construct 12-foot median and outside shoulders, ten feet of which shall be full depth paved shoulders.
- The vertical profile may be designed to accommodate any of the pavement design options or a combination thereof. Regardless of which pavement design, or combination, is used, grade lines shall be set for the entire project.
- The Design-Build Team shall design and construct the ramps and loops at the I-77 / US 421 Interchange. The Design-Build Team shall design and construct one-lane ramps and loops that provide a minimum 16-foot and 19-foot width, respectively. With the exception of adjacent to the inside edge of pavement along loops, all ramps and loops shall have four-foot full depth paved shoulders.
- Throughout the project limits, the pavement along I-77, and the ramps and loops at the US 421 interchange, shall be constructed in accordance with the Pavement Management Scope of Work. Pavement along the ramps and loops shall be replaced from the tie with I-77 to the gore area of US 421.
- Sliver fill slopes shall not be allowed.
- Milled rumble strips shall be provided on the outside and median paved shoulders.
- The vertical clearance beneath all overhead sign structures shall be 17 feet. A minimum 16-foot vertical clearance shall be provided for all bridges over I-77. For those existing bridges that currently provide more than a 16-foot vertical clearance, the existing vertical clearance or 17 feet, whichever is less, shall be provided.
- The Design-Build Team shall maintain the existing median width where it is less than or equal to 46'. In all other areas, the Design-Build Team shall maintain a minimum median width of 46'.
- The Design-Build Team shall be responsible for the evaluation of the algebraic difference in rates of cross slope (rollover) between existing shoulders and roadways and the associated suitability for carrying traffic during construction, if necessary. In the event that the rollover is found to be unacceptable for the proposed temporary traffic patterns, the Design-Build Team shall be responsible for providing cross slopes that meet design standards and eliminate rollover concerns.
- If the Design-Build Team anticipates any design exceptions, they shall be clearly noted in the Technical Proposal. Prior to requesting / incorporating a design exception, the Design-Build Team must obtain prior approval from the Department and FHWA. If

approval is obtained, the Design-Build Team shall be responsible for the development and approval of all design exceptions.

- The Design-Build Team shall remove and replace all guardrail. All guiderail that is damaged at the time the contract is awarded, is removed or damaged during construction activities and / or does not meet NCDOT Standards shall be replaced. In locations where guiderail can not be used, the Design-Build Team shall install a single row of double-faced guardrail. All guardrail / guiderail placement shall be in accordance with *NCDOT Standard Drawings* and / or approved details in lieu of standards. The proposed guardrail / guiderail design shall be submitted in the Technical Proposal.
- It is anticipated that all construction will be performed within the existing right of way. Any design or construction methods that require additional right of way and/or easements, including but not limited to planning, public involvement, hydraulic recommendations and traffic control measures, shall be the responsibility of the Design – Build Team. Parcel names and deed research and descriptions shall be the responsibility of the Design-Build Team to acquire and process. If required, the Design-Build Team shall be responsible for the installation of all right of way monuments and woven wire fence according to the NCDOT Standard Drawings and Standard Specifications where existing fence is removed.
- Single face concrete barrier shall be installed in front of all retaining walls and all elements acting as a retaining wall that have the potential for vehicular impact.
- The project shall be designed and constructed such that an US Army Corps of Engineers Section 404 permit (other than NWP #3) and a North Carolina Department of Natural Resources (DENR), Division of Water Quality (DWQ) Section 401 Water Quality Certification are not required.
- There are no known contaminated sites nor underground storage tanks on this project.

### **General**

- The design shall be in accordance with the *2004 AASHTO A Policy on Geometric Design of Highways and Streets, January 2002 NCDOT Roadway Standard Drawings, NCDOT 2002 Roadway Design Manual, Roadway Design Policy and Procedure Manual, Roadway Design Guidelines for Design-Build Projects, January 2002 North Carolina Standard Specifications for Roads and Structures, and the AASHTO Roadside Design Guide 2002.*
- If the *NCDOT Roadway Design Manual, the 2004 AASHTO A Policy on Geometric Design of Highways and Streets, the January 2002 Roadway Standard Drawings* and/or any other guidelines, standards or policies have desirable and / or minimum values, the Design-Build Team shall use the desirable values. Similarly, in case of conflicting design parameters in the various resources, the proposed design shall adhere to the most conservative values.
- The project shall follow the NCDOT-FHWA Oversight Agreement. This Agreement shall be provided. Any changes that affect previous approvals shall be re-submitted by the Design-Build Team for FHWA approval.

- The Design-Build Team shall identify the need for any special roadway design details (i.e. any special drainage structures, special guardrail, etc.) and shall provide special design drawings. The Project Services Unit may have special details available that can be provided to the Design-Build Team upon request. The Design-Build Team shall refer to the list of details to be used in lieu of standards located at [www.ncdot.org/business/](http://www.ncdot.org/business/)
- The Design-Build Team shall develop construction plans using the current version of Microstation and Geopak software required by NCDOT and shall be in English units. The plans shall follow NCDOT CADD standards including but not limited to NCDOT's file naming convention, leveling chart, and file folder structure. These standards can be found on the Engineering Guidelines web page: [www.doh.dot.state.nc.us/guidelines/](http://www.doh.dot.state.nc.us/guidelines/)

### **NCDOT Information Supplied**

- The Department will provide copies of the Programmatic Categorical Exclusion and all pertinent approvals and correspondence. The Design-Build Team shall adhere to all commitments stated in the environmental documents.
- The NCDOT will provide electronic surveys to the Design-Build Team. Any supplemental surveys, including but not limited to additional topography, existing and proposed roadway, structure sites, underground and overhead utilities, existing and proposed drainage, wetland delineation, right of way, parcel names, and deed research and descriptions shall be the responsibility of the Design-Build Team to acquire and process. Known existing utilities have been located and will be included with the survey data. All supplemental SUE work shall be the responsibility of the Design-Build Team.
- The NCDOT will provide the preliminary design for I-2808A. The Design-Build Team is cautioned that the preliminary design is provided solely to assist the Design-Build Team in the development of the project design. The Design-Build Team shall be fully and totally responsible for the accuracy and completeness of the project design, including, but not limited to, the use of the NCDOT's design, the use of portions of the NCDOT's design or modifications to the NCDOT's design.
- The NCDOT will provide pavement designs for I-2808A (reference the Pavement Management Scope of Work). The Design-Build Team shall be responsible for all temporary pavement designs.
- The NCDOT will provide a Geotechnical Subsurface Investigation for I-2808A (reference the Geotechnical Scope of Work). The Design-Build Team shall be responsible for any additional geotechnical information, all geotechnical recommendations, as well as supplemental structural and roadway investigations.

**PAVEMENT MANAGEMENT SCOPE OF WORK** (12-13-05)

Three pavement options are provided for the mainline travel lanes as shown below:

**Option 1:** The Design-Build Team shall construct an unbonded overlay consisting of 11” doweled jointed concrete with 15’ uniform joint spacing and a bond-breaking layer of 1.5” SF9.5A or S9.5B. If traffic will be placed on the bond-breaking layer, S9.5B shall be used. Defects in the existing pavement shall be repaired with asphalt prior to constructing the unbonded overlay. The Design-Build Team may shift the location of the unbonded overlay up to 12’ toward the median as measured from the edge of the existing concrete. If this is done, the median side shoulder must be removed and replaced with 8” of doweled jointed concrete pavement over 4” of B25.0B. The new concrete shall be tied into the existing concrete with tie bars in accordance with Standard Drawing 700.01. Joints in the 8” concrete pavement shall have a uniform spacing of 15 feet and shall consist of a single unsealed 3” saw cut that shall be made with an early entry saw. The width of the 8” concrete and 4” B25.0B shall be at least 6 feet and shall completely support the unbonded overlay. The intent of this design is to provide uniform support for the unbonded overlay. Undercut is anticipated when the existing shoulders are removed and shall be the Design-Build Team’s responsibility. The Design-Build Team shall determine, and be responsible for, the undercut requirements in accordance with the “Construction Requirements” contained within the Geotechnical Scope of Work

**Option 2:** The Design-Build Team shall remove the existing 8” CRC pavement and underlying material to a total depth of 17.5”. The Design-Build Team shall place **1.5” SF9.5A** on exposed subgrade. It is anticipated that aggregate stabilization may be required and shall be the Design-Build Team’s responsibility. It is also anticipated that undercut may be required at weak or wet subgrade and shall be the Design-Build Team’s responsibility. The Design-Build Team shall determine, and be responsible for, the undercut requirements in accordance with the “Construction Requirements” contained within the Geotechnical Scope of Work. The Design-Build Team shall place **3” B25.0B** on the top of the SF9.5A, then place **13” doweled jointed concrete with 15’ uniform joint spacing**. As presented in the special provisions, traffic may be placed on this pavement when maturity testing indicates a flexural strength of 450 psi has been achieved.

**Option 3:** The Design-Build Team shall remove only the existing 8” CRC pavement. Repair of the underlying material, along with undercut, is anticipated and shall be the Design-Build Team’s responsibility. The Design-Build Team shall determine, and be responsible for, the undercut requirements in accordance with the “Construction Requirements” contained within the Geotechnical Scope of Work. The Design-Build Team shall place **1.5” SF9.5A** on the subgrade, place **3” B25.0B** on the top of the SF9.5A layer and then place **13” doweled jointed concrete with 15’ uniform joint spacing**. As presented in the special provisions,



traffic may be placed on this pavement when maturity testing indicates a flexural strength of 450 psi has been achieved.

The Design-Build Team may use Option 1, Option 2, or Option 3 or a combination of the three Options for the project. However, only one option may be used across the typical section. The Design-Build Team shall specify the proposed pavement option, or combination, in the Technical Proposal, with approximate limits of each option clearly noted.

Two Options are provided for the mainline shoulders as shown below. The option chosen by the Design-Build Team shall be consistent throughout the project and shall be noted in the Technical Proposal.

**Option 1:** The mainline shoulders shall consist of flexible pavement. If Option 1 is selected for the travel lanes, the paved shoulder shall consist of 3" S9.5C, 4" I19.0C, and a variable depth layer of B25.0B that has a minimum thickness of 4". If Option 2 or 3 is selected for the travel lanes, the paved shoulders shall consist of 3" S9.5C, 4" I19.0C, 6" B25.0C, and a variable depth layer of ABC that consists of a minimum of 4.5".

**Option 2:** The mainline shoulders shall consist of variable depth jointed concrete, without dowels, with a joint spacing to match the adjacent travel lane pavement. If Option 1 is selected for the travel lanes, the shoulders shall have a minimum thickness of 8.5". If Option 2 or 3 is selected for the travel lanes, the shoulder shall have a minimum thickness of 10.5".

The pavement design for all ramps and loops at the US 421 Interchange shall consist of 9" doweled jointed concrete with 15' uniform joint spacing, 3" B25.0B, and 1.5" SF9.5A. The paved shoulders for all ramps and loops at the US 421 Interchange shall consist of 3" S9.5B, 3" I19.0B, 6" B25.0B, and 1.5" SF9.5A.

The Design-Build Team may use either properly secured dowel baskets or a dowel bar inserter, provided the ability to correctly locate and align the dowels at the joints is demonstrated as described below.

If a dowel bar inserter is used, the Design-Build Team shall provide a calibrated magnetic imaging device that will document dowel bar location and alignment. Utilize this device as a process control and make necessary adjustment to ensure the dowels are placed in the correct location.

Each time the Design-Build Team mobilizes for paving, scan at least 25% percent of the joints in the initial placement or 1.0 mile of pavement, whichever is greater, at random intervals throughout.

If the dowel bars exhibit side shift, horizontal displacement, vertical displacement, horizontal misalignment, or vertical misalignment, above the allowable tolerances defined below, the Design-Build Team may be required to scan all joints in this initial

section. In addition, continue scanning 25% of the joints until it is established that the dowel bar inserter is consistently placing the dowel bars at the correct location (meeting the tolerances defined below). Once the engineer determines that consistency is established, the Design-Build Team may reduce the percentage of scanned joints to 10%. At any time, inconsistency in the placement of the dowel bars become evident, additional scanning may be required up to 100% of the joints.

If the Design-Build Team cannot establish consistency in the proper dowel bar placement, within a reasonable time frame, the NCDOT will have the option of suspending the use of the dowel bar inserter and require the use of secured dowel baskets.

Provide a report of the scanned joints. The report should include the station and lane of the joint scanned, as well as the horizontal location, depth, horizontal and vertical misalignment, and lateral displacement (side shift) of each dowel bar in the joint. The joint score described below should also be provided.

Side shift is defined as the position of the center of the dowel bar in relation to the sawed joint. The maximum allowable side shift is 2 inches.

Horizontal displacement is defined as difference in the actual dowel bar location from its theoretical position as detailed in the standard details. The maximum allowable horizontal displacement is 2 inches.

Vertical displacement (depth) is the difference in the actual dowel bar location from the theoretical midpoint of the slab. The maximum allowable vertical displacement depth is ½ inch.

Dowel bar misalignment is defined as the difference in position of the dowel bar ends with respect to each other. Vertical misalignment is measured in the vertical axis whereas horizontal misalignment is measured in on the horizontal axis.

Determine a joint score for each joint scanned. The joint score is a measure of combined effects of horizontal and vertical misalignment. The joint score is determined by summing the product of the weight (given in the table below) and the number of bars in each misalignment category and adding 1. The vertical and horizontal dowel misalignment should be evaluated and the greater misalignment shall be utilized in determining the joint score.

<b>Misalignment Category, mm</b>	<b>Weight</b>
$0 < d \leq 15$	0
$15 < d \leq 20$	2
$20 < d \leq 25$	4
$25 < d \leq 38$	5
$38 \leq d$	10

where d is the individual dowel bar misalignment.

A joint score of 10 or greater will be considered locked.

Identify any scanned joints where the opposing horizontal or vertical misalignment of any two bars within the joint exceeds  $\frac{3}{4}$  inch. This situation will be considered a locked joint.

When a locked joint, as defined above, is discovered scan the two joints immediately adjacent to the locked joint. If either of the adjacent joints are deemed to be locked, provide a written proposal to address the dowel misalignment for each locked joint. No corrective action should be performed without written approval.

Any and all corrective action necessitated by improper joint alignment shall be at no cost to the Department.

The Design-Build Team shall be responsible for the design of all temporary pavements and for the evaluation of existing shoulders and roadways regarding their suitability for carrying traffic during construction, if necessary. In the event that the existing shoulders and roadways are found to be inadequate for the proposed temporary traffic volumes and durations, the Design-Build Team shall be responsible for upgrading the pavement to an acceptable level. Temporary pavements shall be designed in accordance with the most recent version of the North Carolina DOT Pavement Design Procedure. Temporary pavement designs shall be submitted for review and comment using the contract submittal process. The expected duration for traffic on temporary pavement shall be included in the submittals.

The rate of application and the maximum and minimum thickness per application and layer shall be in accordance with the NCDOT 2002 Roadway Design Manual.

The Design-Build Team shall be responsible for design of continuous shoulder drains and outlets for the mainline and all ramps and loops. The shoulder drain design and outlet locations are to be submitted for review and approval using the contract submittal process. The shoulder drain design shall be in accordance with Standard Drawing 816.02 of the Roadway Standard Drawings, NCDOT. If the unbonded overlay design is used, the shoulder drain shall provide drainage for the entire pavement structure, including the existing CRC pavement and the underlying ABC. If present, existing shoulder drains shall be removed.

The Design-Build Team shall pave from the edge of the proposed shoulder to the face of guardrail with 6" of ABC and at least one lift of S9.5B surface course. The ABC pavement design shall require prime coat at the normal application rate.

**HYDRAULICS SCOPE OF WORK** (12-12-05)

- The Design Build Team shall develop all drainage designs in accordance with criteria provided in the North Carolina Division of Highways “*Guidelines for Drainage Studies and Hydraulics Design-1999*” and the addendum “*Handbook of Design for Highway Drainage Studies-1973*”.
- The Design-Build Team shall be responsible for repairing or replacing only those deficient and structurally inadequate drainage structures as required to accommodate the proposed storm drainage design. If adjustments to the existing drainage system are required due to the proposed design, the Design-Build Team will be responsible for (1) determining the need for an US Army Corps of Engineers NWP #3 and (2) preparing the necessary documents to enable the Department to acquire the permit for each location. In the Technical Proposal, the Design-Build Team shall clearly document all drainage structures requiring repair or replacement.
- The Design-Build Team shall remove all existing curb, funnel drains and downslope pipes that will no longer be functional upon completion of the project. The Design-Build Team shall replace the aforementioned items with the NCDOT Standard shoulder berm gutter, and appropriate drainage structures.
- The Design-Build Team shall design the project such that neither a US Army Corps of Engineers Section 404 permit (other than NWP #3) nor a Division of Water Quality (DWQ) Section 401 Water Quality Certification shall be required.

**TRAFFIC CONTROL SCOPE OF WORK** (12/9/05)**I. Traffic Control Plans****A. Design Parameters**

The Design Build Team shall prepare the Traffic Control and Pavement Marking Plans for this project following the parameters listed below:

1. On I-77 and US 421, maintain a minimum of two 12-foot lanes in each direction at all times unless otherwise noted herein. Also, maintain a minimum of 12-foot wide lane for all ramps and loops, unless otherwise noted herein.
2. On I-77 maintain a minimum of one 12-foot lane in each direction during the time restrictions listed in section II.
3. On I-77, maintain a minimum 4-foot offset from edge of travel lane to guardrail, a minimum 6-foot offset from the edge of travel lane to cable guiderail and a minimum 2-foot offset from outside edge of travel lane to any traffic control device.
4. Temporary crossovers may be used on I-77 to place traffic in a two lane / two way temporary traffic pattern only if the following conditions are met:
  - Follow the time restriction in Section II, A below.
  - Crossover shall be designed for the current posted speed limit of 70 mph.
  - Crossover lanes shall be a minimum of 12-foot wide.
  - An approved Temporary barrier system will be required to safely divide the two lane, two way traffic. Maintain a minimum of 2-foot offset from inside edge of travel lane to the approved temporary barrier system and 10-foot offset from the outside edge of travel lane to any traffic control device, guardrail, guiderail or permanent obstruction. The 10-foot outside shoulder shall be of constant cross slope and a minimum of 6-foot paved.
  - Crossover shall not close access to the rest area or affect existing interchange configuration or operation.
  - Only one temporary crossover can be used at a time.
  - Provide Motorist breakdown areas when required. See Section II, F. below.
  - Existing guiderail and guardrail shall be modified or an approved barrier system will be required.
5. Temporary pavement markings and markers shall be required for any temporary traffic pattern that will be in place for more than three (3) consecutive days. Temporary traffic patterns in place for less than three (3) consecutive days shall adhere to the following requirements:
  - Where an approved temporary portable barrier system is required, markers shall be placed a minimum of 2' from face of the barrier to edge of travel lane.
  - Where an approved barrier system is not required, a minimum of drums are required and shall be placed 2' offset from the edge of travel lane. Markers along the edge of the travel lane may be used in lieu of or in conjunction with drums.
  - Markers may be used when skip lines are required.
  - Drums shall be spaced a maximum of 75 feet apart.

6. If a speed reduction is deemed necessary by the Department, a speed reduction to 60 mph ordinance will be written that will apply during a lane closure or crossover.
7. All temporary alignments shall be designed for 70 mph. Any temporary ramp / loop alignments shall meet or exceed design requirements and expected traffic volumes. In no circumstances will stop signs be utilized on acceleration ramps.
8. Provide a towing contractor that is available 24 hours a day, 7 days a week for the duration of the project.
9. For I-77 and US-421, a minimum of two changeable message boards shall be required for each direction of travel when temporary traffic control devices are required. Messaging will need to be reviewed by the Department prior to use.
10. The Technical Proposal and Final Traffic Control plan shall provide a contingency plan on what procedures will be followed if construction can not be completed within the time restrictions listed in section II.
11. Existing Shoulders will need to be reconstructed if used to maintain traffic.

Construction shall not begin until the first phase submittal meets the requirements of the RFP. The Staging Concept and preliminary Final Pavement Marking Plans shall meet the RFP requirements before the first phase submittal can be submitted. Construction shall not begin on subsequent phase submittals until they meet the requirements of the RFP, the “Guidelines for Preparation of Traffic Control and Pavement Marking Plans for Design-Build Projects”, and the “Design-Build Submittal Guidelines”. If a temporary traffic barrier system will be used, the Technical Proposal and Staging Concept shall identify the proposed type of barrier system.

**B. Traffic Control and Final Pavement Marking Plan requirements:**

The Design Build Team shall select a Private Engineering Firm (PEF) that has experience designing and sealing Traffic Control and Pavement Marking plans for projects comparable to this project. The Technical Proposal shall list projects, including description and similarity, to the subject project.

The development of Traffic Control and Pavement Marking Plans shall adhere to the “Design-Build Submittal Guidelines” and the “Guidelines for Preparation of Traffic Control and Pavement Marking Plans for Design-Build Projects”, which by reference are incorporated herein and made a part of the contract. These documents are available on the Design-Build website.

The Work Zone Traffic Control Website will also have information that may be required during the design process.

**<http://www.ncdot.org/dot/construction/wztc/>**

## II. Project Operations Requirements

The following are Time Restrictions and notes that shall be included with the Traffic Control Plans General Notes:

### A. Time Restrictions

#### 1. Intermediate Contract Time for Lane Narrowing, Closure, Holiday and Special Event Restrictions.

- a. The Design-Build Team shall maintain existing traffic patterns as a minimum and shall not close or narrow a lane during the times below:

Road name	Times
I-77 and US 421	From 6:00 a.m. Friday to 9:00 p.m. Sunday

The Design-Build Team shall not install or remove any traffic control device required for narrowing or closing a lane during the times listed above.

During holidays, holiday weekends, special events, or any other time when traffic is unusually heavy on any of the roadways listed above, the Design-Build Team shall not close or narrow a lane of traffic, detain the traffic flow or alter the traffic flow. As a minimum, these requirements / restrictions apply to the following schedules:

- (a) For New Year's between the hours of 6:00 a.m. December 31<sup>st</sup> to 9:00 p.m. January 3<sup>rd</sup>. If New Year's Day is on a Friday, Saturday or a Sunday, then from 6:00 a.m. the Friday before to 9:00 p.m. the following Tuesday.
- (b) For Easter, between the hours of 6:00 a.m. Friday and 9:00 p.m. Tuesday.
- (c) For Memorial Day, between the hours of 6:00 a.m. Friday to 9:00 p.m. Wednesday.
- (d) For Independence Day, between the hours of 6:00 a.m. July 3<sup>rd</sup> and 9:00 p.m. July 6<sup>th</sup>. If Independence Day is on a Friday, Saturday or Sunday, between the hours of 6:00 a.m. the Thursday before Independence Day and 9:00 p.m. the Tuesday after Independence Day.
- (e) For Labor Day, between the hours of 6:00 a.m. Friday to 9:00 p.m. Wednesday.
- (f) For Thanksgiving, between the hours of 6:00 a.m. Tuesday to 9:00 p.m. Tuesday.

- (g) For Christmas, between the hours of 6:00 a.m. the Friday before the week of Christmas Day and 9:00 p.m. the following Tuesday after the week of Christmas.
  - (h) For NASCAR NEXTEL Cup events at Lowes Motor Speedway in Charlotte, NC, between 24hrs before the event and 24hrs after the event.
- b. Temporary Traffic Patterns utilizing a crossover can be used on I-77 and after the New Years restrictions listed above, until the 6:00am the Friday before Memorial Day. The use of the crossover shall not be continuous throughout this time period. Instead, the traffic must be returned to a divided four-lane/two-way pattern for at least one weekend after the crossover has been in use for no more than 2 consecutive weekends. For the purpose of this discussion, a weekend is defined from 6:00 a.m. Friday to 9:00 p.m. Sunday. In addition, a crossover shall not be in use during the Easter time restrictions listed above.

Failure to meet any of the crossover requirements in this contract could result in this option being disallowed for the remainder of the contract.

The Department prefers to eliminate or reduce the use of crossovers on this project. If the Design-Build Team chooses to use crossovers, the Technical Proposal shall address how crossovers will be used and for what duration. The Technical Proposal shall also provide explanation of the benefit for using crossovers including, but not limited to, time and relative cost savings (in general terms or percentages) to the Department and safety to the traveling public. The Technical Proposal shall identify any congestion mitigation measures that will be used to ensure safe traffic movement while crossovers are in use.

**Liquidated Damages for the above lane narrowing, lane closure, holiday, special event time and crossover restrictions for I-77 and US 421 are \$5,000.00 per hour for this Intermediate Contract Time.**

## **2. Intermediate Contract Time for Road Closure Restrictions for Construction Operations.**

The Design-Build Team shall maintain the existing traffic pattern as a minimum for all roadways and follow the road closure restrictions listed below. When a road closure is used, the Design-Build Team shall reopen the travel lanes by the end of the road closure duration to allow the traffic queue to deplete before re-closing the roadway.

In the Technical Proposal, the Design-Build Team shall address the road closure durations for the roads and respective operations listed in the time restrictions provided below. The Design-Build Team shall provide a traffic control concept on



how traffic will be maintained in the Technical Proposal. A percentage of the Technical Proposal evaluation will be dependent on this information.

- a) The Design-Build Team shall not close either direction of I-77 or US 421 during the times listed below. Road Closures shall only be allowed for the operations and durations listed below the time restrictions.

Monday – Thursday between the hours of 6:00 a.m. and 12:01 a.m.  
and from 6:00 a.m. Friday to 12:01 a.m. Monday

Maximum road closure duration of **30 minutes** will be allowed for the following operations:

- Traffic shifts, including tie-in work and placement of pavement markings and markers
- Installation or adjustment of Overhead Sign Structures
- Any work to overhead structures that would require a road closure to safely perform the work.

- b) The Design Build Team shall not close a ramp or loop at the I-77 / US 421 or the I-77/US 21 Interchange during the times listed below. Ramp / loop closures will be permitted only for reconstruction work.

From 6:00 a.m. Friday to 12:01 a.m. Monday

The exit and entrance ramp/loop in any one direction of I-77 traffic shall not be closed at the same time.

Each ramp and or loop may be closed a maximum of two (2) times. The Technical Proposal shall address ramp and loop closures and how traffic will be maintained during the ramp closures.

**Liquidated Damages for the above road and ramp closure time restrictions on I-77 and US 421, are \$1,250.00 per 15 minute period or any portion thereof for this Intermediate Contract Time.**

### **3. Hauling Restrictions**

The Design-Build Team shall adhere to the hauling restrictions noted in the *2002 NCDOT Standard Specifications for Roads and Structures*.

The Design-Build Team shall address how hauling will be conducted in the Technical Proposal, including but not limited to hauling of any materials to and from the site and hauling of materials to and from the concrete plant if placed within NCDOT right of way.

The Design-Build Team shall not conduct any hauling operations against the flow of traffic of an open travelway unless the work area is protected by approved temporary traffic barrier or guardrail.

### **B. Lane, Shoulder and Ramp Closure Requirements**

The Design-Build Team shall not install more than 3.0 miles of lane closures in any one direction on any roadway within the project limits, measured from the beginning of the merge taper to the end of the lane closure.

The Design-Build Team shall not install more than one lane closure, in any one direction on any roadway within the project limits.

The Design-Build Team shall remove lane closure devices from the lane when work is not being performed behind the lane closure or when a lane closure is no longer needed.

When personnel and / or equipment are working within 40 feet of an open travel lane, the Design-Build Team shall close the nearest open shoulder using NCDOT 2002 *Roadway Standard Drawings* No. 1101D04, unless the work area is protected by approved temporary traffic barrier or guardrail. Drawing can be found on the Work Zone Traffic Control Website.

When personnel and / or equipment are working on the shoulder adjacent to an undivided facility and within 5 feet of an open travel lane, the Design-Build Team shall close the nearest open travel lane using NCDOT 2002 *Roadway Standard Drawing* No. 1101.02, 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, the Design-Build Team shall close the nearest open travel lane using NCDOT 2002 *Roadway Standard Drawings* No. 1101.02, **except that in lieu of drums, an approved temporary barrier system is required.**

The Design-Build Team shall not perform work involving heavy equipment within 15 feet of the edge of travelway when work is being performed behind a lane closure on the opposite side of the travelway.

### **C. Pavement Edge Drop off Requirements**

The Design-Build Team shall backfill at a 6:1 slope up to the edge and elevation of existing pavement in areas adjacent to an opened travel lane that has a drop-off as follows:

- Backfill drop-offs that exceed 2 inches on roadways with posted speed limits of 45 mph or greater.

- Backfill drop-offs that exceed 3 inches on roadways with posted speed limits less than 45 mph.
- Backfill drop-off with acceptable material and compact at no expense to the Department.
- Do not exceed a difference of 1.5 inches in elevation between open lanes of traffic. Install advance warning “UNEVEN LANES” signs (W8-11) 500 feet in advance.

OR

Do not exceed a difference of 2.0 inches in elevation between open lanes of traffic. If the difference between open lanes is between 1.5 inches to 2.0 inches, provide a 1:1 slope at edge of pavement separating the lanes of travel. Install advance warning “UNEVEN LANES” signs (W8-11) 500 feet in advance and a minimum of once every ½-mile throughout the uneven area.

#### **D. Traffic Pattern Alterations**

The Design-Build Team shall notify the Engineer twenty-one (21) calendar days prior to any traffic pattern alteration. Reference the Public Involvement Scope of Work for providing information to the public.

#### **E. Signing**

The Design-Build Team shall install advance work zone warning signs when work is within 100 feet from the edge of travel lane and no more than three days prior to the beginning of construction.

When no work is being conducted for a period longer than one week, the Design-Build Team shall remove or cover all advance work zone warning signs, as directed by the Engineer, at no cost to the Department.

The Design-Build Team shall be responsible for all detour signing. The Design-Build Team shall provide detailed information on the route, devices required and why they are needed in the Staging Concept. Possible detour needs could include, but are not limited to, road / ramp / loop closures; limited horizontal (less than 17' clear width) or vertical clearance limits; grade changes in tie in areas; and oversize and / or overweight limits.

The Design-Build Team shall cover or remove all detour signs within and off the project limits when a detour is not in operation.

The Design-Build Team shall ensure that all necessary signing is in place prior to altering any traffic pattern.

The Design-Build Team shall maintain all Guide Signs throughout the life of the project and cover any Guide Signs when they are no longer applicable.

#### **F. Traffic Barrier**

The Department will not provide any moveable barrier or transfer vehicles for this project.

The Design-Build Team shall install an approved temporary traffic barrier system a maximum of two (2) weeks prior to beginning work in any location. Once the approved temporary traffic barrier system is installed at any location, the Design-Build Team shall proceed in a continuous manner to complete the proposed work in that location.

Once the approved temporary traffic barrier system is installed and no work has been performed behind the approved temporary traffic barrier system for a period longer than one (1) month, the Design-Build Team shall remove / reset the approved temporary traffic barrier system at no cost to the Department unless barrier is protecting a hazard.

The Design-Build Team shall protect the approach end of the approved temporary traffic barrier system at all times during the installation and removal of the barrier. If the system requires installation of a temporary crash cushion, a truck mounted impact attenuator can be used for a maximum of 72 hours until the temporary crash cushion can be installed.

The Design-Build Team shall offset the approach's end of the approved temporary traffic barrier system a minimum of 40 feet from oncoming traffic or protect at all times by a temporary crash cushion if the approved temporary traffic barrier system requires a temporary crash cushion.

The Design-Build Team shall install approved temporary traffic barrier system with the traffic flow, beginning with the upstream side of traffic. The Design-Build Team shall remove the approved temporary traffic barrier system against the traffic flow, beginning with the downstream side of traffic.

The Design-Build Team shall install and space drums no greater than twice the posted speed limit (mph) to close or keep closed the section of the roadway until the barrier can be placed or after the barrier is removed.

Motorist Break Down areas shall be required for interstates that have interchanges more than one mile apart and when less than 10' paved shoulder can be provided for more than one mile. The break down area shall be 500 feet long and a minimum of 14

feet wide and shall be provided every two miles. Contact the Design-Build Section for the required special sign design and layout.

The Design-Build Team shall be responsible for providing a safe area (lateral offset behind barrier to work area) behind the approved temporary barrier system in accordance with the NCHRP-350 deflections from crash tests. If the safe area can not be maintained, an anchored barrier system shall be required.

### **G. Traffic Control Devices**

The Design-Build Team shall use traffic control devices that conform to all NCDOT requirements and must be listed on the Department's Approved Products List as shown on the NCDOT's Work Zone Traffic Control Unit Website. Use of devices not shown on the Approved Product List shall require approval from the State Alternative Delivery Systems Engineer.

All drums shall meet the requirements of the Drum Standard Detail found on the Work Zone Traffic Control Web page.

The Design-Build Team shall space channelizing devices in work areas no greater than twice the posted speed limit (mph) unless otherwise notes herein. Place drums 10 feet on-center in radii, and 10 feet off the edge of an open travelway, when lane closures are not in effect.

The Design-Build Team shall place Type III barricades, with "ROAD CLOSED" sign R11-2 attached, of sufficient length to close entire roadway. The Design-Build Team shall stagger or overlap barricades to allow for ingress or egress.

The Design-Build Team shall place sets of three drums perpendicular to the edge of the travelway on 1000 foot centers when unopened lanes are closed to traffic. These drums shall be in addition to channelizing devices.

At the completion of the project all temporary traffic control devices shall be removed by the Design-Build Team.

### **H. Pavement Markings, Markers and Delineation**

Placement of Final pavement markings and markers shall proceed only if the Final Pavement Marking Plans meet the requirements of the RFP, the "Guidelines for Preparation of Traffic Control and Pavement Marking Plans for Design-Build Projects", and the "Design-Build Submittal Guidelines".

The Design-Build Team shall use pavement marking and marker products that conform to all NCDOT's requirements and specifications, as listed on the Department's Approved Products List located on the NCDOT's Traffic Control Website.

The Design-Build Team shall install pavement markings and markers in accordance with NCDOT's 2002 *Standard Specifications for Roads and Structures*, and in accordance with the manufacturer's procedures and specifications.

The Final Pavement Marking Plans shall address any changes to markings outside the project limits as a result of the proposed construction of this project. The Design-Build Team shall be responsible for installing such markings and markers.

The Design-Build Team shall install pavement markings and pavement markers on the final surface as follows:

<b>Road</b>	<b>Marking</b>	<b>Marker</b>
I-77 and ramps	Polyurea	Snowplowable

All US and interstate routes require 50% wider markings, i.e., lane lines, edge lines and skips shall be 6".

The Design-Build Team shall follow Roadway Standard Drawings 1267.01, 1267.02 and 1267.03 for all final delineator installation.

Refer to the Polyurea Special Provision, which is available on the Traffic Control Website.

The Design-Build Team shall install temporary pavement markings and temporary pavement markers on the interim surface or temporary pattern as follows:

<b>Road</b>	<b>Marking</b>	<b>Marker</b>
All Roads, Ramps and Structures	Maintain the following minimum retro-reflectivity readings: White: 200 mcd/lux/m <sup>2</sup> Yellow: 175 mcd/lux/m <sup>2</sup>	Temporary Raised

The Department will inspect retro-reflectivity of pavement markings periodically for minimum requirements. Failure to meet retro-reflectivity requirements will require re-application.

The Design-Build Team shall trace the edge of proposed monolithic islands with the proper color pavement marking prior to installation of a proposed monolithic island.

If paint is used, the Design-Build Team shall place at least two applications of paint on the wearing surface where traffic patterns will be in place more than three (3) months. The Design-Build Team shall place additional applications of paint upon sufficient drying time, as determined by the Engineer.

The Design-Build Team shall tie proposed pavement marking lines to existing pavement marking lines.

The Design-Build Team shall replace any pavement markings that have been damaged by the end of each day's operation.

The Design-Build Team shall remove any conflicting markings or markers before shifting traffic to a new pattern.

Removal of all pavement markings shall be accomplished by using water blasting, sand blasting, shot blasting systems or other approved systems to minimize damage to the road surface. All methods shall be required to remove 100% of the pavement marking without removing more than 1/32 inch (0.8 mm) of the pavement surface.

#### **I. Temporary/Final Signals**

No proposed signals are required for this project and temporary signals shall not be used.

#### **J. Miscellaneous**

Provide portable temporary lighting to conduct night work in accordance with the NCDOT *Standard Specifications for Roads and Structures*.

Police may be used to maintain traffic through intersections. The Contractor shall be responsible for coordinating with the law enforcement agency if they will be used. The Traffic Control Staging Concept shall address when police will be used, where they will be used, duration and why. Utilize Officers who are outfitted with law enforcement uniforms and marked Vehicles, which are equipped with proper lights mounted on top of the vehicle, and agency emblems.

Coordinate with the Engineer in charge of any project in the vicinity of this project for any work that may effect the construction and the Traffic Control of this project.

Guidelines for speed reduction and \$250 speeding penalty ordinances are located on the Work Zone Traffic Control Website. If the Traffic Control Plans can not be designed to eliminate the need for the ordinances and they meet the criteria listed in the guidelines, then an engineering study is required. Submit a formal Request to the State Alternate Delivery Systems Engineer that states why the ordinance is needed and why the Traffic Control plan can not be designed differently to avoid the need for the ordinance. Identify the need in the Technical Proposal and Submit this request once the project is awarded with pre-Staging Concept plan and allow 6 weeks to complete study and provide ordinance(s) if approved.

Temporary Shoring for the Maintenance of Traffic may be required, and estimated locations where temporary shoring could be used shall be identified in the Staging

Concept. The Design-Build team will need to include the following in the Traffic Control plans.

1. Identify on the appropriate Traffic Control detail where temporary shoring will be used by providing station limits and offsets and what type of shoring will be used, Temporary Shoring, Temporary Shoring Barrier Supported or other type if the standard shoring doesn't apply.
2. Identify the proper soil parameters when designing temporary shoring for this project, the Traffic Control detail that shows temporary shoring will need to include these parameters on the plan sheet.

*“For Design of Temporary Shoring, use the following soil parameters:*

*Unit weight of soil above water table =  $X$  kN/m<sup>3</sup>*

*Unit weight of soil below water table =  $X$  kN/m<sup>3</sup>*

*Friction Angle, ( $\phi$ ) =  $X$  degrees*

*Cohesion,  $c$  =  $X$  kPa”*

#### **K. Towing of Disabled Vehicles**

The work covered by this section consists of furnishing towing services for all disabled vehicles displaying a lime-green sticker within the project construction limits.

The Design-Build team shall be responsible for monitoring workzone for disabled vehicles and towing disabled vehicles out of the project construction limits. The towing company under contract with the Design Build Contractor will be required to tow any disabled vehicle, displaying a lime-green sticker. The towing company will be notified of the approximate location of the vehicle, type of vehicle including make and color, and the vehicle license plate number. Towed vehicles shall be moved to one of two pre-arranged locations within the project limits outside of construction activity. One site per direction is required and they shall be approved by the Resident Engineer prior to use. The tow vehicle shall arrive within **30 minutes** of notification to tow a disabled vehicle. Lime Green Tow Stickers will be supplied by the Resident Engineer.

The towing company shall tow only vehicles displaying a lime-green sticker. The lime-green sticker will be placed on the vehicle(s) by the Design Build Contractor that will have pertinent information including the designated location in which to place the vehicle and the signature and agency of the person authorizing the towing. The towing company shall maintain a record of the information on these stickers including exact time the vehicle was removed and the exact location of placement of the vehicle and give to the Resident Engineer. The Contractor shall be responsible for contacting and providing the Highway Patrol with all information necessary to include in the Highway Patrol Database no more than 30 minutes after the vehicle has been towed. A coordination meeting will be required prior to any work being conducted.

Towing service shall be available 24 hours a day, 7 days a week, 365 days a year. The need for the towing service will commence the date construction begins. The base of



operations shall have a published telephone number that is manned 24 hours a day or has call forwarding to an employee on call.

The towing company shall provide tow vehicles capable of towing automobiles and light trucks (up to 10,000 pound gross vehicle weight) and medium and heavy duty trucks (greater than 10,000 pound gross vehicle weight). All tow vehicles shall be able to tow using the "wheel lift" method and the conventional boom lift method.

If a project website is supplied by the Design-Build team, information about towing operations should be displayed on project website, including locations where vehicles will be towed, reason for work zone towing operation, time frame allowed before the abandoned vehicle will be towed, how to retrieve the vehicle and include any necessary phone numbers for people who need to retrieve their vehicle.

**GEOTECHNICAL ENGINEERING SCOPE OF WORK** (12-13-05)**I. GENERAL:**

Obtain the services of a firm prequalified for geotechnical work from the Highway Design Branch List. The prequalified geotechnical firm shall prepare a design recommendation report for use in designing roadway foundations, retaining walls and temporary structures. Base upon the subsurface information provided by NCDOT and the final roadway designs, the prequalified geotechnical firm shall determine if additional subsurface information, other than that required and noted elsewhere in this RFP, is required. If a determination is made that additional subsurface information is required, the Design-Build Team shall perform any additional subsurface investigation and laboratory testing in accordance with the current NCDOT *Geotechnical Unit Guidelines and Procedure Manual*.

**II. DESCRIPTION OF WORK:**

The Design-Build Team shall design embankments, slopes, retaining walls and temporary structures in accordance with the current allowable strength design AASHTO *Standard Specifications for Highway Bridges*, NCDOT *Structure Design Manual*, NCDOT *Roadway Design Manual* and the Geotechnical Engineering Unit *Roadway and Structure Foundation Guidelines*.

**A. Roadway Foundations**

The Design-Build Team shall design and construct all non-reinforced fill slopes for a slope of 2:1 (H:V) or flatter and a minimum stability factor of safety of 1.3. The Design-Build Team shall design and construct all cut slopes for a slope of 2:1 (H:V) or flatter and a minimum stability factor of safety of 1.5. The Design-Build Team shall use limiting equilibrium methods, such as Modified Bishop, Simplified Janbu, Spencer or any other generally accepted method for slope stability analysis.

The Design-Build Team shall be responsible for, but not limited to, addressing the following items for the roadway foundation design.

1. Analyze the stability of embankments and utilize recognized geotechnical engineering designs and construction methods to ensure embankment stability.
2. Analyze embankment settlement and if necessary, recommend mitigation through the use of undercut or soil improvement methods such as surcharges, waiting periods, wick drains, etc.
3. Address the following regarding embankment problems:
  - a. The feasibility of using geo-textiles to achieve stability, reduce excavation of soft soils and reduce the effect of settlement on the roadway.

- b. The need for slope inclinometers and other embankment monitoring devices and their placement and location.
4. Determine the feasibility and recommend types of shoring for temporary situations. Design all shoring in accordance with the current allowable stress design AASHTO *Standard Specifications for Highway Bridges* and applicable FHWA manuals.
5. Determine amount of and recommend methods to mitigate any differential settlement problems at locations of culverts and utilities.
6. Analyze the stability of cut sections. Utilize recognized geotechnical engineering designs and construction methods to ensure cut slope stability.

The Design-Build Team's attention is directed to the latest design guide entitled *Soils and Foundations Workshop Manual*, NHI Course No. 13212, Publication No. FHWA HI-88-009, published by the FHWA.

## **B. Permanent Retaining Wall Structures**

Extensible reinforcement is not allowed for any permanent retaining walls. Modular block walls are not allowed for critical wall structures. Critical wall structures are walls supporting or adjacent to interstate highways, bridge abutments, wing walls and walls over 18 feet in height.

The following retaining wall types are acceptable for consideration for permanent applications:

- Gravity wall
- Cast-in-place cantilever wall
- Modular block wall
- Mechanically stabilized earth (MSE) wall
- Soldier pile cantilever wall

Design and construct permanent retaining walls, with the exception of gravity walls and cast-in-place cantilever walls, in accordance with the applicable NCDOT *Project Special Provisions*. For each retaining wall, with the exception of gravity walls, submit a wall layout and design. The wall layout submittal shall include the following:

- Wall envelope with top of wall, bottom of wall, existing ground and finished grade elevations at incremental stations.
- Wall alignment with stations and offsets.
- Typical sections showing top and bottom of wall, drainage, embedment, slopes, barriers, fences, etc.
- Calculations for bearing capacity, global stability and settlement.
- Details of conflicts with utilities and drainage structures.
- Roadway plan sheets showing the wall (half size).
- Roadway cross sections showing the wall (half size).
- Traffic control plans showing the wall (half size).

Gravity walls must be designed and constructed in accordance with the NCDOT *Roadway Standard Drawings* and the latest edition of the NCDOT *Standard Specifications*. Gravity walls do not require any submittals and shall be identified in the roadway foundation design recommendation report. Cast-in-place cantilever walls must be designed and constructed in accordance with the current NCDOT *Standard Specifications*.

Any slopes behind walls are required to be 3:1 (H:V) or flatter. Embed retaining walls in accordance with FHWA Manual *Demonstration Project 82 Reinforced Soil Structure, MSEW and RSS* or a minimum of 2 feet, whichever is greater. The wall embedment depth is from the grade that intersects the front of the wall (either finished grade or natural ground elevation) to the top of the leveling pad.

Drainage over the top of retaining walls shall not be allowed. Sags in the top of walls shall be avoided. Drain water away from top and bottom of walls. Curb and gutter or cast-in-place single faced barrier with paving up to the wall is required when runoff can not be directed away from the back or front of the wall. A paved concrete ditch with a minimum depth of 6 inches is required at the top of walls when slopes steeper than 6:1 (H:V) intersect the back of walls.

Coping is required for walls without a cast-in-place face except when a barrier is integrated into the top of the wall. Extend coping or cast-in-place face a minimum of 6 inches above where the finished or existing grade intersects the back of the wall. A fence or metal rail is required on top of the facing, coping, barrier or immediately behind the wall, and the drop off in front of the wall is greater than 3 ft. Design concrete barriers integrated into retaining walls for traffic impact in accordance with the current AASHTO Standard Specifications for Highway Bridges.

### **C. Temporary Structures**

Design temporary retaining structures, including earth retaining structures, in accordance with the current allowable stress design AASHTO *Guide Design Specifications for Bridge Temporary Works* and the NCDOT Temporary Shoring for Maintenance of Traffic Special Provision. The Design-Build Team shall submit a "Standard Shoring Selection Form" for all standard sheeting designs.

Design and construct temporary retaining walls in accordance with the applicable NCDOT *Project Special Provision*. For temporary retaining walls, do not place a barrier within 5 feet of the face of the wall. If the barrier is between 5 and 9 feet from the face of the wall, anchor the barrier in accordance with Roadway Standard Detail No. 1170.01.

## **III. CONSTRUCTION REQUIREMENTS:**

All construction and materials shall be in accordance with the NCDOT 2002 *Standard Specifications* and current NCDOT *Project Special Provisions*. The Design-Build Team shall be responsible for investigating and proposing remedial measures for any

construction problems related to retaining walls, subgrades, settlement, slopes and construction vibrations. The NCDOT Geotechnical Engineering Unit will review and these proposals.

To ensure proper subgrade stability, conduct the dynamic cone penetrometer (DCP) test on the soil subgrade after the subgrade has been compacted and graded to within 1/2 inch of the final subgrade elevation. DCP testing does not replace density test requirements. Conduct DCP testing within one week prior to placement of the asphalt base layer and after density requirements have been met. DCP tests shall be conducted every 200 ft to a depth of 32 inches. Count the total number of blows needed to penetrate two depth intervals: 0-16 inches and 16-32 inches. If the number of blows needed to penetrate the 0-16 inch depth equals or exceeds 27 and the number of blows needed to penetrate the 16-32 inch depth equals or exceeds 13, then subgrade stability is acceptable. If the blow count fails to reach either of these targets, submit a plan view of the failed area refined by a decreased DCP test spacing of 50 ft. Include test locations and results on the plan view. Undercut and backfill with select granular material to meet the minimum blow counts. Soil stabilization fabric is required at the bottom of the undercut. The Design-Build Team may propose alternative treatments for failed subgrade areas. Alternative treatments shall be submitted to the Geotechnical Engineering Unit for review and approval. If alternate treatments are not approved, the method of treatment will be undercut and backfill with select granular material. The Design-Build Team is fully responsible for conducting these tests and supplying the results to the Department.

To expedite construction the Design-Build Team may elect to place 16" of select granular material on fabric in lieu of performing DCP tests to determine the strength/thickness requirements.

DCP testing shall be performed in accordance with the specifications and procedures available through the following website:

<http://www.ncdot.org/doh/preconstruct/highway/geotech/supportserv/geopavement>

In the event that subgrade that has passed DCP testing is used for hauling prior to placement of the base layer, the Department has the right to require additional DCP tests in these areas.

#### **IV. INFORMATION PROVIDED BY NCDOT**

- A. *NCDOT Geotechnical Unit Guidelines and Procedure Manual*
- B. *Geotechnical Engineering Unit Roadway and Structure Foundation Guidelines*

**SIGNING SCOPE OF WORK** (12-13-05)

**General:** The Signing Plans shall be prepared by the Design-Build Team in accordance with the latest edition of the *2003 Manual on Uniform Traffic Control Devices (MUTCD)*, the *2004 NC Supplement to the MUTCD*, *NCDOT Standard Specifications for Roads and Structures* (January 2002), the *NCDOT Roadway Standard Drawings* (January 2002) for the design and development of signing plans, the latest *Standard Specifications for Structural Supports for Highway Signs, Luminaires, and Traffic Signals* published by AASHTO, and the contract requirements for signing plan design, preparation and construction. All electrical installations and coordination are the responsibility of the Design-Build Team and must meet NEC, State, and local codes. All electrical / electronics equipment and devices must be UL approved and listed.

**Signs Furnished by Design-Build Team:** The signs shall be furnished by the Design-Build Team according to the specifications provided by the Department.

**Signing Project Limits:** The anticipated posted speed limit for this facility is 70 mph. The Design-Build Team shall coordinate the posted speed limits for this facility with the Regional Traffic Engineer. The Design-Build Team shall include –Y- Line signing at the US 21 interchange in the signing project limits. Signs at the I-77 / US 421 interchange and ramps, as well as the –Y- Line signing for the Rest Area, are not included in the Signing Scope of Work.

**Sign Design:** The Design-Build Team shall be responsible for the design, fabrication and installation of all signs required for the mainline, as well as all -Y- Lines, and ramps. The Design-Build Team shall be responsible for all Type A, B, and D sign designs, fabrication and installation for ground mounted signs. The Design-Build Team shall be responsible for determining, sizing, locating, fabricating and installing all Type E (warning and regulatory signs) and Type F signs (route marker assemblies). The Design-Build Team shall be responsible for the design, location, fabrication and installation of all milemarkers. All sign designs shall be included in the Signing Plans. Sign designs shall be prepared using the latest version of GuideSign software.

**Logo Signs:** The Design-Build Team will not be responsible for designing, locating, fabricating or installing any new Logo signs (blue service signs with specific business panels included on signs). The Design-Build Team shall be responsible for relocating existing Logo signs upon completion of the widening, realignment, or other construction procedures. Unless specified on the Signing Plans that Logo signs are to be permanently removed at the end of the project, the Design-Build Team shall install existing Logo sign(s) on new steel supports upon completion of the project. If damage occurs to the Logo sign(s) or the business panel(s) during construction or installation, the Design-Build Team shall notify the Division Logo Coordinator as soon as possible. The Design-Build Team shall be responsible for replacement, including fabrication and installation, of Logo sign(s) or Logo business panel(s) should damage occurs. If the Logo signs are removed and disposed of per the Signing Plans, the business panels on the signs shall be removed and returned to the Division Logo Coordinator. The order of preference for Logo sign(s) shall be maintained during project construction (see MUTCD section 2F.02).

**Sign Maintenance:** The Design-Build Team shall maintain all existing signs during construction, including temporary installations of Guide and Logo signs on supports in accordance with Section 908-3(C) of *NCDOT Standard Specifications for Roads and Structures* to ensure signs are properly

maintained and visible during project construction. The Design-Build Team shall be responsible for designing, providing and installing temporary sign supports.

**Sign Locations:** The Design-Build Team shall be responsible for determining the station locations for all signs. To avoid sign placement in locations where their usefulness will be short-lived, the Design-Build Team shall coordinate the proposed sign designs and locations with existing and future projects through the Department.

**Ground Mounted Support Designs:** NCDOT will provide the software for ground mounted sign support designs. Instructions for loading support design software will also be made available. The Design-Build Team shall be responsible for all design, fabrication, and installation of ground mounted supports and signs.

**Guardrail or Other Protection for Signs and Overhead Assemblies:** The Design-Build Team shall be responsible for determining, designing, providing and installing any protection for proposed or existing sign supports.

**Signing Typical Sheets:** Sheets to be used in summarizing quantities, standard specifications, and compiling Type E and F signs will be provided by the Department electronically. Typical sheets showing NCDOT signing standards for interchanges will also be provided for design reference.

**Removal and Disposal of Existing Signs:** The Design-Build Team shall be responsible for determining those existing signs that will no longer be needed upon completion of the project, such as on -Y- Lines and project tie-ins. The Design-Build Team shall be responsible for removal and disposal of these signs and supports. The Design-Build Team shall show and note these signs on the signing plan view sheets.

**Signing Construction Revisions:** All construction revisions shall be submitted to the Department for review.

**EROSION AND SEDIMENTATION CONTROL SCOPE OF WORK** (11-17-05)

Erosion and Sedimentation Control Plans shall at a minimum address the following:

**I. Complete Set of Plans****A. Clearing and grubbing phase**

1. Use correct NCDOT symbology
2. Utilize adequate perimeter controls (temporary diversions, silt fence, etc.)
3. Utilize rock measures w/ sediment control stone @ drainage outlets
4. Take into account existing topography and show contour lines
5. Protect existing streams
6. Provide adequate silt storage for 1800 cubic feet per disturbed acre and sediment basins shall be sized with surface area equal to .01 times the peak inflow rate, Q10, using 10-year peak runoff data (*NCDENR- Erosion and Sediment Control Planning and Design Manual*). A Sediment Basin Designer Spreadsheet will be provided by the Roadside Environmental Unit(REU)
7. Design Riser Basins to the following standards:
  - a. Surface Area shall be determined by Equation  $A(\text{sq. ft.}) = Q10(\text{cfs}) * 435.6$
  - b. Riser Pipe shall have a cross-sectional area 1.5 times that of the barrel pipe
  - c. Perforations in the riser pipe shall be reduced to increase dewatering time to twenty-four (24) hours
  - d. See *NCDENR- Erosion and Sediment Control Planning and Design Manual* for additional design criteria

**B. Intermediate and final grade phases**

1. Use correct NCDOT symbology
2. Protect proposed inlets with RIST-A, RIST-C, PIST-A, etc.
3. Utilize temporary slope drains and earth berms at top of fill slopes 8 ft or higher or where there are super elevations above .04 and fills are greater than 5 ft. Maximum slope drain spacing shall be 200 feet
4. Utilize rock energy dissipater and/or silt basin at outlet of slope drain
5. Devices at all drainage turnouts shall utilize sediment control stone (TRSD-B, TRSC-A, etc.)
6. Provide adequate silt storage for 1800 cubic feet per disturbed acre and sediment basins shall be sized with surface area equal to .01 times the peak inflow rate, Q10, using 10-year peak runoff data (*NCDENR- Erosion and Sediment Control Planning and Design Manual*) A Sediment Basin Designer Spreadsheet will be provide by REU
7. Provide Matting for Erosion Control in all ditch lines where Shear Stress is greater than 0.15 psf, but less than or equal to 1.55 psf. For ditch lines with a Shear Stress above 1.55 psf, Permanent Soil Reinforcement Mat or Rip Rap shall be utilized
8. Provide the overall erosion control plan for period between Clearing & Grubbing and Final Grade



9. Design Riser Basins to the following standards:
  - a. Surface Area shall be determined by Equation  $A(\text{sq. ft.}) = Q10(\text{cfs}) * 435.6$
  - b. Riser Pipe shall have a cross-sectional area 1.5 times that of the barrel pipe
  - c. Perforations in the riser pipe shall be reduced to increase dewatering time to twenty-four (24) hours
  - d. See *NCDENR- Erosion and Sediment Control Planning and Design Manual* for additional design criteria

## II. Detail Sheets and Notes

- A. Provide construction entrance detail
- B. Provide project specific special details and notes
- C. Provide reforestation sheet(s): regular, wetland, streambank showing appropriate species

## III. Title Sheet

- A. Show correct notes: HQW, ESA, clearing and grubbing, etc.
- B. Show correct standards for project
- C. List of standard NCDOT symbology

## IV. Special Provisions

- A. Erosion Control Special Provisions are available at the following website:  
**[http://stage.dot.state.nc.us/dohweb/operations/dp\\_chief\\_eng/roadside/soil&water/provisions/e&scprov.html](http://stage.dot.state.nc.us/dohweb/operations/dp_chief_eng/roadside/soil&water/provisions/e&scprov.html)**
- B. References in Erosion Control Special Provisions from web site to Method of Measurement, Basis of Payment, or any other statement regarding direct payment for Erosion & Sediment Control measures shall be disregarded.

## V. Miscellaneous

- A. Plan submittals must include all pertinent design information required for review, such as design calculations, drainage areas, etc.
- B. The NCDOT Roadside Environment Unit (REU) will provide a sample set of Erosion and Sedimentation Control plans (including any special details or special provisions used by the NCDOT REU) and MicroStation Erosion Control Workspace to the Design Build Team for reference if requested.
- C. Plans shall address any environmental issues raised during the permitting process.
- D. Sufficient time shall be allowed for the Design Build Team to make any changes to the Erosion and Sedimentation Control Plans deemed necessary by the NCDOT REU.
- E. The NCDOT REU shall approve all Erosion and Sedimentation Control plans and RFC Erosion Control Plans shall be submitted to all NCDOT Personnel listed on the Submittal web site before **any** land disturbing activities can commence.
- F. Temporary access and haul roads, other than public roads, constructed or used in connection with the project shall be considered a part of the project.

- G. Borrow or waste areas that are part of the project shall require a separate Erosion and Sedimentation Control plan, unless the borrow or waste activity is regulated under the *Mining Act of 1971*, or is a landfill regulated by the Division of Solid Waste Management (NCDENR).
- H. Whenever the Engineer determines that significant erosion and sedimentation continues despite the installation of approved protective practices, the Design Build Team will be required to and shall take additional protective action.
- I. Final Grade Erosion Control Plans are final only if roadway drainage design has been completed and finalized.
- J. An approved Erosion and Sedimentation Control Plan does not exempt the Design Build Team from making every effort to contain sediment onsite.
- K. Any Erosion Control Design revisions made during the construction of the project shall be submitted to REU by the 15<sup>th</sup> of the month. At anytime requested by the Engineer or the Roadside Environmental Unit, the Design Build Team shall provide an updated version of the erosion control plan for distribution to all parties involved in the construction process.
- L. The Design Build Team shall comply with the *North Carolina Administrative Code Title 15 A Department of Environment and Natural Resources Chapter 4, Sediment Control*.
- M. A pre-design meeting shall take place between the REU Soil & Water Engineering Section, the Design Build Team, and any other pertinent DOT personnel before Erosion Control Design begins. Erosion Control submittals shall only be reviewed and approved after the Erosion Control Pre-Design Meeting.
- N. All Release for Construction (RFC) Erosion Control Plans, including any red line revisions, shall be kept on site at all times throughout the duration of the project.

#### **EROSION CONTROL LIQUIDATED DAMAGES:**

The Design Build Team shall take all reasonable precautions to comply with all regulations of all authorities having jurisdiction over public and private land governing the protection of erosion and sedimentation. Any fines, remediation required or charges levied against the Department for failing to comply with all rules and regulations concerning erosion and sediment control, due to the Design Build Team's negligence, carelessness, or failure to implement the erosion and sediment control plan and specifications, will be deducted from monies due the Design Build Team. In addition to said fines, remediation required, or charges levied, any associated engineering costs or actions taken by the Department in order for the Department to comply with rules and regulations, as a result of the Design Build Team's negligence, carelessness, or failure to implement the erosion and sediment control plan and specifications, will be deducted from the monies due to the Design Build Team.

**PUBLIC INFORMATION SCOPE OF WORK** (10-21-05)

NCDOT will take the lead role on this project and be responsible for a portion of the public information efforts through the Construction Unit's IMPACT team. The NCDOT responsibilities include:

- Organizing public meetings
- Providing media announcements
- Developing and producing informational print materials
- Soliciting and administering advertisements, as deemed necessary
- Mailings to the identified target audiences, including information development and postage.

The Design-Build Team shall coordinate with the Department to promote public awareness for this project. The Design-Build Team's responsibilities shall include:

- Providing details surrounding the impacts to the public
- Providing advance notice to the Department of upcoming project impacts
- Assisting the Department in the development of the target audience list
- Attending and / or speaking at public meetings
- Hand delivery of time sensitive informational materials.

The Design-Build Team shall hold an initial project coordination meeting with NCDOT one month prior to start of construction to discuss project impacts to the public. This information will be used by the Department to create a Public Information Plan.

The Design-Build Team shall inform the Department at least three weeks in advance of any construction activity that will have significant impact on the public, including the start of construction, major traffic shifts, road closures, ramp closures, detours, night work and project completion.

NCDOT will develop, with the assistance of the Design-Build Team, the specific list of target audiences for this project. The following groups are identified as typical target audiences to receive informational materials:

- Governmental agencies
- Municipalities directly affected by construction
- Transportation services
- Emergency services
- Neighborhood groups and private homes
- Industry and businesses
- Chamber of Commerce
- Individual schools effected by the project
- County / City school systems
- Any other organization as deemed necessary by the Department.

The amount of public involvement required for this project shall be directly based on the Design-Build Team's Traffic Control Plan and construction details. As a minimum, the Design-Build Team shall be responsible for the following involvement:

- Public Meetings – If Beginning of Construction meeting for area businesses and residents is held, attending and / or speaking at this event.
- Distribution of Informational Materials - For beginning of construction and for all road / ramp closures with detour routes, the Design-Build Team shall be responsible for delivering time sensitive informational material provided by the NCDOT directly to portions of the target audience. Distribution responsibilities shall include all resources necessary to hand deliver the informational materials to the affected target audiences.

The Design-Build Team shall include in their Lump Sum Bid price for the project, all costs associated with their involvement in the Public Information scope of work.

A web site is not required for this project. However, if the Design-Build Team proposes a project web site, all web site development must use the current NCDOT construction project web design template and must adhere to current software development, security and technical infrastructure standards. All web site design and implementation shall be coordinated with Mr. Ryan Nolan, Internet Web Content Manager, NCDOT Emerging Technologies. The Design-Build Team shall indicate in their Technical Proposal their intent to utilize a web site for this project. All costs associated with setting up and maintaining this website shall be included in the lump sum bid for this project.

**UTILITIES COORDINATION SCOPE OF WORK** (8-11-05)

**It is anticipated that the construction of this project will not require the adjustment to any existing utilities. However, the Department makes no such guarantees and the Design-Build Team shall confirm all utility locations prior to construction. If the construction of the project does impact any utilities, than the Design-Build Team is fully responsible for managing these utilities in accordance with this scope of work.**

- **Overview**

The Design-Build Team shall obtain the services of a Private Engineering Firm (PEF) knowledgeable in the NCDOT Utility Coordination Process, involved with utility relocation / installation and highway construction. The Design-Build Team shall be responsible for coordinating all utility relocations. Coordination shall include any necessary utility agreements when applicable. The NCDOT will be responsible for non-betterment utility relocation costs when the utility company has prior rights of way / compensable interest. The utility company will be responsible for the relocation costs if they can not furnish evidence of prior rights of way or a compensable interest in their facilities. The Design-Build Team will be responsible for determining the cost responsibility for the utility relocations. NCDOT will be the approving authority for all utility agreements and utility plans.

- **Preparation for Relocating Utilities within the Existing or Proposed Highway Rights of Way**

**I.** The Design-Build Team shall be required to use the guidelines as set forth in the following:

- (A) *NCDOT Utility Manual - Policies & Procedures for Accommodating Utilities on Highway Rights of Way*
- (B) *Federal Aid Policy Guide- Subchapter G, Part 645, Subparts A & B*
- (C) *Federal Highway Administration's Program Guide, Utility Adjustments & Accommodations on Federal Aid Highway Projects*
- (D) *NCDOT Construction Manual Section 105-8*
- (E) *NCDOT Right of Way Manual - Chapter 16 Utility Relocations*
- (F) *NCDENR Public Water Supply - Rules governing public water supply*
- (G) *NCDENR Division of Water Quality - Title 15A - Environment and Natural Resources*

**II.** The Design-Build Team shall be responsible for confirming the utility locations, confirming the type of facilities, identifying the utility owners and determining the cost

responsibilities in order to coordinate the relocation of any utilities in conflict with the project.

- **Arrangements for Protection or Adjustments to Existing Utilities**

- I. The Design-Build Team shall make the necessary arrangements with the utility owners for adjustments, relocations or removals where the Design-Build Team and Utility Company determine that such work is essential for safety measures and performance of the required construction.

The Design-Build Team shall not commence work at points where the highway construction operations are adjacent to utility facilities, until making arrangements with the utility company to protect against damage that might result in expense, loss, disruption of service or other undue inconvenience to the public or utility owner. The Design-Build Team shall be responsible for damage to the existing or relocated utilities resulting from his operations. In the event of interruption of any utilities by the project construction, the Design-Build Team will promptly notify the proper authority (Utility Company) and cooperate with the authority in the prompt restoration of service.

The Design-Build Team shall accommodate utility adjustments, reconstruction, new installation and routine maintenance work that may be underway or take place during the progress of the contract.

- II. In the event of a utility conflict, the Design-Build Team shall request that the utility company submit relocation plans (Highway Construction Plans to be provided by the Design-Build Team to Utility owners) that show existing utilities and proposed utility relocations for approval by the NCDOT.

The Design-Build Team shall be required to submit (3) three copies of the Utility Relocation Plans to the NCDOT State Utility Agent for review and approval prior to relocation work beginning. If the Design-Build Team determines the cost to be borne by NCDOT, then the Design-Build Team shall be required to submit three (3) copies of a detailed utility relocation estimate and copies of verification of compensable interest. The Design-Build Team shall also be responsible for submitting the appropriate agreements to be used with the relocation plans (See Agreements under line items V and VI). After the review process is complete, the NCDOT Utility Unit will submit one (1) copy of the Utility Relocation Plans, executed agreements and any necessary comments back to the Design-Build Team. The NCDOT Utility Unit will also submit a copy of the approved Utility Relocation Plans to the Department's Resident Engineer. If the Utility Relocation Plans are approved subject to changes, it shall be the Design-Build Teams responsibility to coordinate these changes with the appropriate utility company.

- III. The cost for non-betterment utility relocation due to the highway construction will be the responsibility of NCDOT when the utility company has prior rights of way / compensable interest. As stated in the overview, the Design-Build Team shall be responsible for

determining cost responsibility / compensable interest. A compensable interest is identified as follows:

- (A) Existing or prior easement rights within the limits of the project, either by recorded right of way or adverse possession (Utility occupying the same location for twenty (20) plus years outside the existing highway rights of way).
- (B) Entities covered under *General Statute 136-27.1 and 136-27.2*. Statute requires the NCDOT to pay the non-betterment cost for certain water, sewer and gas relocations.

The cost in relocating CATV due to the highway construction will be the responsibility of the CATV Company; however, under the following conditions the NCDOT will bear the relocation expense:

- (A) If the CATV Company can validate a recorded easement for facilities outside the maintained NCDOT rights of way.
- (B) The adjustment is needed on existing utility poles to accommodate for a proposed NCDOT Traffic Management System Fiber Optic Communication Cable Project.

The NCDOT will not permit CATV to place poles within the highway rights of way but will allow down guys for their facilities within the highway rights of way. Under most circumstances, the CATV Company will continue a joint-use attachment with the local Power and Telephone Company. If the CATV proposed relocation places buried facilities within the highway rights of way then plans and encroachment agreements will be required by the NCDOT.

- IV.** If the Design-Build Team elects to make arrangements with a utility company to incorporate a new utility installation or relocation as part of the highway construction, the utility work done by the Design-Build Team and the associated cost for the work will be negotiated and agreed upon between the Design-Build Team and the utility company.

The Design-Build Team shall make arrangements to relocate water or sewer line facilities in which the entities are covered under *General Statute 136-27.1* or occupying a compensable interest. The non-betterment cost associated with this work will be borne by NCDOT and is pursuant to a Supplemental Agreement between the Design-Build Team and NCDOT.

If the Design-Build Team is requested, in writing, by an entity to relocate, upgrade or incorporate new water and sewer facilities as part of the highway construction, designs shall be coordinated with the Utility Owner and NCDOT Utility Unit. The associated design and construction costs shall be negotiated and agreed upon between the Design-Build Team and the utility company. The Design-Build Team shall develop designs and prepare all plans for needed agreements and permits. The Design-Build Team shall be responsible for all permit fees.

If the Design-Build Team elects to make arrangements with a Governmental Agency or any other utility owner for proposed utility construction, in which the Agency / Utility Owner will be responsible for in the cost for work to be performed by the Design-Build Team, the Design-Build Team will be responsible for negotiating all cost associated with the proposed construction. Once the Design-Build Team and the Agency / Utility Owner agree on a plan and a lump sum estimated cost for the utility construction, the Design-Build Team shall be responsible for submitting five (5) sets of 11 x 17 utility construction drawings to the State Utility Agent for further handling. Each set should include a title sheet, plan sheets, profiles and special provisions if available. Also, a letter from the Agency / Utility Owner agreeing to the plans and lump sum cost must accompany this package. The NCDOT will reimburse the Design-Build Team the estimated lump sum cost under a Supplemental Agreement. The necessary Utility Agreement to the Agency / Utility Owner for reimbursement will be a two party agreement between the NCDOT and the Agency / Utility Owner; and will be developed and executed by the Department.

- V. The Design-Build Team shall be required to utilize the NCDOT Standard Utility Encroachment Agreements as necessary in relocating utilities. The Encroachment Agreements shall be used under the following conditions:
- (A) If a utility company is not occupying a valid right of way / compensable interest and the proposed relocation will place the relocated utilities within the existing or proposed highway rights of way.
  - (B) For **all** new utility installations within the existing or proposed highway rights of way. This includes all water, sewer and gas lines owned by entities covered under *General Statute 136-27.1 and 136-27.2*.
- VI. The NCDOT State Utility Agent must execute approved agreements on Design-Build highway projects. The Utility Relocation Agreements (Cost Agreement) and encroachment agreements are available from the NCDOT Utility Unit. See Pages 59 and 60 of the *NCDOT Utility Manual on Policies & Procedures for Accommodating Utilities on Highway Rights of Way* for the different types of encroachment agreements available for use.

- **Requirements for Attachment to Existing and / or Proposed Structures**

- I. The Design-Build Team should avoid attachments to structures where feasible. Attachments should only be considered when other alternatives are cost prohibitive and / or are not feasible due to environmental or geographical features. Attachments are prohibited under the following conditions:
- (A) No attachments will be allowed to a bridge located parallel within the C/A carrying the freeway over streams, other roadways or railroads. (No parallel utility installations within the C/A)



(B) No attachments will be allowed to cored-slab bridges.

(C) No attachments will be allowed to curved bridges.

Attachments to structures, if allowed, shall meet the following criteria:

(A) No attachments will be allowed below the bottom of the beams and/or girders.

(B) Drilling of or attachments to beams and / or girders will not be allowed. Attachments will only be allowed to the bottom of the bridge deck.

(C) For water and sewer force mains, only restrained joint ductile iron pipe will be allowed.

(D) A minimum of 18" of clearance to beams and / or girders shall be maintained if possible.

**II.** Documentation of adverse conditions or cost estimates of all feasible alternatives shall be submitted to the NCDOT State Utility Agent when seeking approval of a structure attachment. Cost estimates shall consider all costs involved with each alternative and impacts to the utility and the highway project as a whole.

• **Preparation for Communication Cables/Electrical Services for Lighting, Signing & ITS Devices:**

**I.** Prior to establishing the location for new meter poles, the Design-Build Team shall coordinate with the local Power Distribution Company concerning accessibility of E/C Service and safety in maintenance of the meter.

**II.** Prior to installation, the Design-Build Team shall provide plans for review and approval for all service taps that require a parallel installation within the C/A.

Parallel service installations within C/A shall be buried and located as close to the R/W line as practical. Only due to unusual circumstances will parallel aerial service installations within C/A be allowed. The Design-Build Team must justify the allowance of parallel aerial service installation and obtain NCDOT approval prior to installation.

**\*\*\* STANDARD SPECIAL PROVISIONS \*\*\***

**PROMPT PAYMENT OF MONIES DUE SUBCONTRACTORS, SECOND TIER SUBCONTRACTORS AND MATERIAL SUPPLIERS AND RELEASE OF RETAINAGE**

The Design-Build Team, subcontractor, or second tier contractor, shall within seven calendar days of receipt of monies, resulting from work performed on the project or services rendered, pay subcontractors, second tier subcontractors, or material suppliers, as appropriate. This seven-day period begins upon knowledgeable receipt by the contracting firm obligated to make a subsequent periodic or final payment. These prompt payment requirements will be met if each firm mails the payment to the next level firm by evidence of postmark within the seven-day period.

This provision for prompt payment shall be incorporated into each subcontract or second tier subcontract issued for work performed on the project or for services provided.

The Design-Build Team may withhold up to 3% retainage if any subcontractor does not obtain a payment and performance bond for their portion of the work. If any retainage is held on subcontractors, all retainage shall be released within seven calendar days of satisfactory completion of all work. For the purpose of release of retainage, satisfactory completion is defined as completion of all physical elements and corresponding documentation as defined in the contract, as well as agreement between the parties as to the final quantities for all work performed in the subcontract. The Department will provide internal controls to expedite the determination and processing of the final quantities for the satisfactorily completed subcontract portions of the project.

Failure of any entity to make prompt payment as defined herein may result in (1) withholding of money due to that entity in the next partial payment until such assurances are made satisfactory to this provision; or (2) removal of an approved Design-Build Team from the prequalified bidders list or the removal of other entities from the approved subcontractors list.

DB1 G73

**BORROW AND WASTE SITE RECLAMATION PROCEDURES** (9/6/05)

The Department's Borrow and Waste Site Reclamation Procedures for Contracted Projects have been revised and are available on the website at:

**<http://www.ncdot.org/doh/construction/ps/contracts/borrowwastesite20jan05.doc>**

In accordance with Article 230-4 and Section 802 of the *Standard Specifications*, the Contractor shall utilize these revised procedures for all borrow and waste sites on this project.

DB1 G120

**PLANT AND PEST QUARANTINES** (3-18-03)  
**(IMPORTED FIRE ANT, GYPSY MOTH, WITCHWEED, AND OTHER NOXIOUS WEEDS)**

**Within quarantined area**

This project may be within a county regulated for plant and/or pests. If the project or any part of the Design Build Team'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.

DB1 G130

## **CONTROL OF EROSION, SILTATION, AND POLLUTION** (9-20-05)

Revise the *Standard Specifications* as follows:

Page 1-50, Subarticle 107-13(A) Delete the last paragraph and insert the following:

Following completion of any construction phase or operation, on any graded slope area greater than one acre, the Contractor shall provide ground cover sufficient to restrain erosion within 21 calendar days or within a time period specified by the *Sedimentation and Pollution Control Act*. The ground cover shall be either temporary or permanent and the type specified in the contract.

DB1 G170

## **ROADWAY EXCAVATION** (10-04-05)

Revise the *2002 Standard Specifications* as follows:

Page 2-8, delete Article 225-2 and replace with the following:

### **Erosion Control Requirements**

Install erosion control measures as required by the plans prior to any kind of land-disturbing activity.

1. Unless otherwise required by the plans, conduct operations in such a manner that cut and fill slopes are completely graded to final slopes in a continuous operation, and permanently seeded and mulched in accordance with the requirements of the Specifications.
2. Should the Contractor fail to comply with the requirements specified in No. 1 above within the time frames established by the *Sedimentation and Pollution Control Act*, the Contractor shall perform temporary seeding and mulching on any exposed areas at his own expense.
3. When the Contractor fails or neglects to coordinate grading with the permanent seeding and mulching operation, the Engineer may suspend the Contractor’s grading operation in accordance with the provisions of Article 108-7 of the *Standard Specifications* until the work is coordinated in a manner acceptable to the Engineer. Failure to perform the directed work may result in the Engineer having the work performed in accordance with Article 105-16 of the *Standard Specifications*.

DB2 R25

**SHALLOW UNDERCUT**

Perform undercut excavation and place a combination of fabric for soil stabilization and Class IV Subgrade Stabilization at locations as directed by this RFP. Work includes performing undercut excavation, disposing of unsuitable material, furnishing and placing fabric for soil stabilization; and furnishing, placing and compacting Class IV Subgrade Stabilization.

Materials

Fabric for Soil Stabilization.....	Section 270
Class IV Subgrade Stabilization.....	Section 1016-3, Class IV; or Material meeting gradation requirements of Table 520-1, Column C

Construction Methods

Perform undercut excavation in accordance with Section 225.  
 Place fabric for soil stabilization in accordance with Section 270.  
 Place Class IV Subgrade Stabilization by back dumping material on previously placed fabric.  
 Compact material to 95% of AASHTO T-99, Method “D” density or compact material to the highest density that can be reasonably obtained.

DB2 R35

**BORROW EXCAVATION - (Evaluation of Wetlands)** (2-19-02)

Revise the 2002 Standard Specifications as follows:

Page 2-20, Article 230-6

After the first paragraph, insert the following paragraph:

"No separate payment will be made for the work of Evaluation of Potential Wetlands and Endangered Species as outlined above. Payment at the contract lump sum price for Construction of the Design Build project will be considered full compensation for this work.

**PREPARATION OF SUBGRADE AND BASE** (1-16-96)

On mainline portions and ramps of this project, prepare the subgrade and base beneath the pavement structure in accordance with the applicable sections of the Standard Specifications except use an automatically controlled fine grading machine utilizing string lines, laser controls, or other approved methods to produce final subgrade and base surfaces meeting the lines, grades, and cross sections required by the plans or established by the Engineer.

DB5 R05

**ASPHALT PAVEMENTS – SUPERPAVE** (7/11/05)

Revise the 2002 *Standard Specifications* as follows:

**ASPHALT TACK COAT**

Page 6-4, Article 605-8

Insert the following after paragraph one in this Article:

Take necessary precautions to limit the tracking and/or accumulation of tack coat material on either existing or newly constructed pavements. Excessive accumulation of tack may require corrective measures.

**FIELD VERIFICATION AND JOB MIX FORMULA ADJUSTMENTS**

Page 6-7, Article 609-4

Delete the first paragraph under this Article and substitute the following:

Conduct field verification of the mix at each plant within 30 calendar days prior to initial production of each mix design, when required by the Allowable Mix Adjustment Policy and when directed as deemed necessary.

Page 6-8, Article 609-4

Delete the first paragraph on this page and substitute the following:

Retain records of these calibrations and mix verification tests, including Superpave Gyratory Compactor (SGC) printouts, at the QC laboratory. In addition, furnish copies, including SGC printouts, to the Engineer for review and approval within one working day after beginning production of the mix.

Page 6-8, Article 609-4

Add the following sentence to the end of the last paragraph in this Article:

Any mix produced that is not verified may be assessed a price reduction at the Engineer's discretion in addition to any reduction in pay due to mix and/or density deficiencies.

Quality control minimum sampling and testing schedule:

Page 6-9, Subarticle 609-5(C)1

Add the following sentence to the end of the first paragraph in this Article:

Any additional QC samples taken and tested shall be identified as process control (PC) samples on the appropriate forms but are not required to be reported to the QA Laboratory.

Page 6-9, Subarticle 609-5(C)1

Delete the second sentence in the second paragraph of this Article and substitute the following:

Retain the QC compacted volumetric test specimens for 5 calendar days, commencing the day the specimens are prepared.

Page 6-9, Subarticle 609-5(C)2

At the bottom of this page, delete the sentence directly above the Accumulative Production Increment and substitute the following:

Sample and test the completed mixture from each mix design at the following minimum frequency during mix production:

Page 6-10, Subarticle 609-5(C)2

Revise Items B, C, D and E on this page as follows:

- B. Gradation on Recovered Blended Aggregate from Mix Sample (AASHTO T 30 Modified) Grade on all sieves specified on JMF
- C. Maximum Specific Gravity (AASHTO T 209), optional (ASTM D 6857)
- D. Bulk Specific Gravity of Compacted Specimens (AASHTO T166), optional (ASTM D 6752), Average of 3 specimens at  $N_{des}$  gyrations (AASHTO T 312)
- E. Air Voids (VTM) (AASHTO T 269), Average of 3 specimens at  $N_{des}$  gyrations

Page 6-11, Subarticle 609-5(C)2

At the top of this page, delete Item B.,” Reclaimed Asphalt Pavement...” and substitute the following:

- B. Reclaimed Asphalt Pavement (RAP) Binder Content and Gradation (AASHTO T 308 Modified or T 164 and AASHTO T 30 Modified) (sampled from stockpiles or cold feed system at beginning of production and weekly thereafter). Have RAP approved for use in accordance with Article 1012-1(G). (Split Sample Required)

Page 6-11, Subarticle 609-5(C)2

Insert the following sampling and testing at the end of this Subarticle

- F. Uncompacted Void Content of Fine Aggregate, AASHTO T 304, Method A (natural sand only). Performed at Mix Design and when directed as deemed necessary. (Split Sample Required)
- G. Reclaimed Asphalt Shingle Material (RAS) Binder Content and Gradation (AASHTO T 308 Modified or T 164 and AASHTO T 30 Modified) (sampled from stockpiles or cold feed system at beginning of production and weekly thereafter). Have RAS approved for use in accordance with Article 1012-1(F). (Split Sample Required)

**CONTROL CHARTS**

Page 6-11, Subarticle 609-5(C)3

Delete the second sentence of the first paragraph in this Subarticle and substitute the following:

For mix incorporated into the project, record full test series data from all regularly scheduled random samples or directed samples which replace regularly scheduled random samples, on control charts the same day the tests are obtained. In addition, partial test series results obtained due to reasons outlined in Subarticle 609-5(C)2 will be reported to Quality Assurance personnel on the proper forms, but will not be plotted on the control charts.

Page 6-12, Subarticle 609-5(C)3

Delete item 3 in the list below the second full paragraph on this page.

**CONTROL LIMITS**

Page 6-12, Subarticle 609-5(C) 4

At the bottom of this page, delete the table and substitute the following:

**CONTROL LIMITS**

<b>Mix Control Criteria</b>	<b>Target Source</b>	<b>Warning Limit</b>	<b>Moving Average Limit</b>	<b>Individual Limit</b>
2.36mm Sieve	JMF	±4.0 %	±5.0 %	±8.0 %
0.075mm Sieve	JMF	±1.5 %	±2.0 %	±2.5 %
Binder Content	JMF	±0.3 %	±0.5 %	±0.7 %
VTM @ N <sub>des</sub>	JMF	±1.0 %	±1.5 %	±2.0 %
VMA @ N <sub>des</sub>	Min. Spec. Limit	-0.5%	-0.8%	-1.0%
P <sub>0.075</sub> / P <sub>be</sub> Ratio	Max. Spec. Limit	0.0	N/A	+0.4%
%G <sub>mm</sub> @ N <sub>ini</sub>	Max. Spec. Limit	N/A	N/A	+2.0%
TSR	Min. Spec. Limit	N/A	N/A	-15.0%

**FIELD COMPACTION QUALITY CONTROL**

Page 6-15, Subarticle 609-5(D)1

Delete the first and second sentences in the fourth paragraph on this page and substitute the following:

Base and intermediate mix types (surface mixes not included) utilized for pavement widening of less than 4.0 feet and all mix types used in tapers, irregular areas and intersections (excluding full width travel lanes of uniform thickness), will not be subject to the sampling and testing frequency specified above provided the pavement is compacted using approved equipment and procedures. However, the Engineer may require occasional density sampling and testing to evaluate the compaction process.

Page 6-16, Subarticle 609-5(D)1

Delete item number 2 at the top of this page. Item number 3 should be re-numbered as 2 after the specified deletion.

## Page 6-16, Subarticle 609-5(D)2

Delete the second sentence in the first paragraph of the Subarticle and add the following sentence to the end of the paragraph:

The use of a separator medium beneath the layer to be tested is prohibited.

## LIMITED PRODUCTION PROCEDURE

## Page 6-17, Subarticle 609-5(D) 5

Delete the first paragraph in this Subarticle and substitute the following:

Proceed on limited production when, for the same mix type, one of the following items occur:

- (1) Two consecutive failing lots, excluding lots representing an individual resurfacing map or portion thereof.
- (2) Three consecutive failing lots, with each lot representing an individual resurfacing map or portion thereof.
- (3) Two consecutive failing nuclear control strips.

Pavement within each construction category (New and Other), as defined in Article 610-13, and pavement placed simultaneously by multiple paving crews will be evaluated independently for limited production purposes.

Delete the first sentence in the last paragraph in this Subarticle and substitute the following:

If the Design-Build Team does not operate by the limited production procedures as specified above, the two consecutive failing density lots, three consecutive failing lots with each lot representing an individual resurfacing map or portion thereof, or two consecutive failing nuclear control strips, whichever is applicable, and all mix produced thereafter will be considered unacceptable. Remove this material and replace with material which complies with the Specifications, unless otherwise approved.

## DOCUMENTATION (RECORDS)

## Page 6-18, Subarticle 609-5(E)

Add the following sentence to the end of the first paragraph in this Subarticle:

Process control sample test results are for the Design-Build Team's informational purposes only.

## Page 6-18, Subarticle 609-5(E)

Delete the third and fourth sentence in the first full paragraph on this page and substitute the following:

Maintain all QC records, forms and equipment calibrations for a minimum of 3 years from their completion date.

Delete the second full paragraph on this page and substitute the following:

Falsification of test results, documentation of observations, records of inspection, adjustments to the process, discarding of samples and/or test results, or any other deliberate misrepresentation of the facts will result in the revocation of the applicable person's QMS certification. The Engineer will determine acceptability of the mix and/or pavement represented by the falsified results or



documentation. If the mix and/or pavement in question is determined to be acceptable, the Engineer may allow the mix to remain in place at no pay for the mix, asphalt binder and other mix components. If the mix and/or pavement represented by the falsified results is determined not to be acceptable, remove and replace with mix, which complies with the Specifications. Payment will be made for the actual quantities of materials required to replace the falsified quantities, not to exceed the original amounts.

## QUALITY ASSURANCE

Page 6-18, Article 609-6

In Item 1 under Plant Mix Quality Assurance, substitute “5%” for “10%”.

In Item 5 under Plant Mix Quality Assurance, add “at a frequency equal to or greater than 10% of the QC sample frequency”.

In the first sentence within the paragraph below Plant Mix Quality Assurance, delete the words “of mix”.

In Item 1 under Density Quality Assurance, delete the wording at the end of the sentence “at a frequency equal to or greater than 10% of the frequency required of the Contractor”.

Page 6-19, Article 609-6

In Item 4 under Density Quality Assurance, add “at a frequency equal to or greater than 5% of the QC sample frequency.”

Insert the following after Item 4 under Density Quality Assurance:

5. By periodically directing the recalculation of random numbers for the Quality Control core or nuclear density test locations. The original QC test locations may be tested by QA and evaluated as verification tests.

## LIMITS OF PRECISION

Page 6-19, Article 609-6

In the limits of precision table, delete the last three rows and substitute the following:

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

## ASPHALT CONCRETE PLANT MIX PAVEMENTS – DESCRIPTION

Page 6-20, Article 610-1

Insert the following after the last paragraph in this Article:

A high frequency of asphalt plant mix, density, or mix and density deficiencies occurring over an extended duration of time may result in future asphalt, which is represented by mix and/or

density test results not in compliance with minimum specification requirements, being excluded from acceptance at an adjusted contract unit price in accordance with Article 105-3. This acceptance process may apply to all asphalt produced and /or placed and may continue until the Engineer determines a history of quality asphalt production and placement is reestablished.

## MATERIALS

Page 6-21, Article 610-2

Delete reference of Anti-strip additive (chemical) to Article 1020-2 and substitute Article 1020-8.

## COMPOSITION OF MIXTURES (MIX DESIGN AND JOB MIX FORMULA)

Page 6-21, Subarticle 610-3(A)

At the end of the second paragraph under this Subarticle, add the following sentence:

In addition, submit Superpave gyratory compactor printouts for all specimens compacted at  $N_{des}$  and  $N_{max}$  during the mix design process.

Insert the following paragraph after the second paragraph under this Subarticle:

For the final surface layer of the specified mix type, use a mix design with an aggregate blend gradation above the maximum density line on the 2.36 mm and larger sieves.

Insert the following at the end of the third paragraph under this Article:

When the percent of binder contributed from RAS or a combination of RAS and RAP exceeds 20 percent of the total binder in the completed mix, the virgin binder PG grade must be one grade below (both high and low temperature grade) the binder grade specified in Table 610-2 for the mix type.

Delete the fourth paragraph in this Subarticle and substitute the following:

For Type S 12.5D mixes, the maximum percentage of reclaimed asphalt material is limited to 15% and must be produced using virgin asphalt binder grade PG 76-22. For all other recycled mix types, when the percentage of RAP is 15 percent or less of the total mixture, the virgin binder PG grade must be as specified in Table 610-2 for the specified mix type. When the percentage of RAP is greater than 15 but not more than 25 percent of the total mixture, the virgin binder PG grade must be one grade below (both high and low temperature grade) the specified grade for the mix type. When the percentage of RAP is greater than 25 percent of the total mixture, the Engineer will establish and approve the asphalt binder grade.

Page 6-22, Subarticle 610-3(A)

Insert the following sentence at the end of the Item 4:

If natural sand is utilized in the proposed mix design, determine and report the Uncompacted Void Content of the natural sand in accordance with AASHTO T-304, Method A.

Page 6-23, Subarticle 610-3(A)

Under the quantities of mix components insert the following sentence:

When requested by the Engineer, submit to the Department's Materials and Tests Unit, in Raleigh, six (6) Superpave Gyrotory Compactor specimens compacted to a height of 75 mm and to a void content (VTM) of 4.0% +/- 0.5% for performance rut testing with the Asphalt Pavement Analyzer.

#### JOB MIX FORMULA

Page 6-24, Subarticle 610-3(C)

Delete Table 610-1 and associated notes. Substitute the following:

**TABLE 610-1  
SUPERPAVE AGGREGATE GRADATION DESIGN CRITERIA**

Standard Sieves	Percent Passing Criteria (Control Points)											
	Mix Type (Nominal Maximum Aggregate Size)											
	4.75 mm (a)		9.5 mm (c)		12.5 mm (c)		19.0 mm		25.0 mm		37.5 mm	
(mm)	Min.	Max.	Min.	Max.	Min.	Max.	Min.	Max.	Min.	Max.	Min.	Max.
50.0											100.0	
37.5									100.0		90.0	100.0
25.0							100.0		90.0	100.0		90.0
19.0					100.0		90.0	100.0		90.0		
12.5			100.0		90.0	100.0		90.0				
9.5	100.0		90.0	100.0		90.0						
4.75	90.0	100.0		90.0								
2.36	65.0	90.0	32.0(b)	67.0(b)	28.0	58.0	23.0	49.0	19.0	45.0	15.0	41.0
1.18												
0.600												
0.300												
0.150												
0.075	4.0	8.0	4.0	8.0	4.0	8.0	3.0	8.0	3.0	7.0	3.0	6.0

- (a) For Type S 4.75A, a minimum of 50% of the aggregate components shall be manufactured material from the crushing of stone.
- (b) For Type SF 9.5A, the percent passing the 2.36mm sieve shall be a minimum of 60% and a maximum of 70%.
- (c) For the final surface layer of the specified mix type, use a mix design with an aggregate blend gradation above the maximum density line on the 2.36 mm and larger sieves.

Page 6-25, Subarticle 610-3(C),

Delete Table 610-2 and associated notes. Substitute the following:

**TABLE 610-2  
SUPERPAVE MIX DESIGN CRITERIA**

	<b>Design</b>	<b>Binder</b>	<b>Compaction Levels</b>			<b>Volumetric Properties (c)</b>			
<b>Mix</b>	<b>ESALs</b>	<b>PG</b>							
<b>Type</b>	<b>millions</b>	<b>Grade</b>	<b>No. Gyration @</b>			<b>VMA</b>	<b>VTM</b>	<b>VFA</b>	<b>%Gmm</b>
<b>(f)</b>	<b>(a)</b>	<b>(b)</b>	<b>N<sub>ini</sub></b>	<b>N<sub>des</sub></b>	<b>N<sub>max</sub></b>	<b>% Min.</b>	<b>%</b>	<b>Min. - Max.</b>	<b>@ N<sub>ini</sub></b>
S-4.75A	<0.3	64 -22	6	50	75	20.0	7.0-15.0		
SF-9.5A	<0.3	64 -22	6	50	75	16.0	3.0 - 5.0	70 - 80	≤ 91.5
S-9.5B	0.3 - 3	64 -22	7	75	115	15.0	3.0 - 5.0	65 - 80	≤ 90.5
S-9.5C	3 - 30	70 -22	8	100	160	15.0	3.0 - 5.0	65 - 76	≤ 90.0
S-9.5D	> 30	76 -22	9	125	205	15.0	3.0 - 5.0	65 - 76	≤ 90.0
S-12.5C	3 - 30	70 -22	8	100	160	14.0	3.0 - 5.0	65 - 75	≤ 90.0
S-12.5D	> 30	76 -22	9	125	205	14.0	3.0 - 5.0	65 - 75	≤ 90.0
I-19.0B	< 3	64 -22	7	75	115	13.0	3.0 - 5.0	65 - 78	≤ 90.5
I-19.0C	3 - 30	64 -22	8	100	160	13.0	3.0 - 5.0	65 - 75	≤ 90.0
I-19.0D	> 30	70 -22	9	125	205	13.0	3.0 - 5.0	65 - 75	≤ 90.0
B-25.0B	< 3	64 -22	7	75	115	12.0	3.0 - 5.0	65 - 78	≤ 90.5
B-25.0C	> 3	64 -22	8	100	160	12.0	3.0 - 5.0	65 - 75	≤ 90.0
B-37.5C	> 3	64 -22	8	100	160	11.0	3.0 - 5.0	63 - 75	≤ 90.0
	<b>Design Parameter</b>					<b>Design Criteria</b>			
All	1. %G <sub>mm</sub> @ N <sub>max</sub>					≤ 98.0% <b>(d)</b>			
Mix	2. Dust to Binder Ratio (P <sub>0.075</sub> / P <sub>be</sub> )					0.6 - 1.4			
Types	3. Retained Tensile Strength (TSR) (AASHTO T 283 Modified)					85 % Min. <b>(e)</b>			

- Notes:**
- (a) Based on 20 year design traffic.
  - (b) When Recycled Mixes are used, select the binder grade to be added in accordance with Subarticle 610-3(A).
  - (c) Volumetric Properties based on specimens compacted to N<sub>des</sub> as modified by the Department.
  - (d) Based on specimens compacted to N<sub>max</sub> at selected optimum asphalt content.
  - (e) AASHTO T 283 Modified (No Freeze-Thaw cycle required). TSR for Type S 4.75A, Type B 25.0 and Type B 37.5 mixes is 80% minimum.
  - (f) Mix Design Criteria for Type S 4.75A may be modified subject to the approval of the Engineer

**WEATHER, TEMPERATURE, AND SEASONAL LIMITATIONS FOR PRODUCING AND PLACING ASPHALT MIXTURES**

Page 6-26, Article 610-4, Table 610-3

Delete the title of Table 610-3 and substitute the following title:

**ASPHALT PLACEMENT- MINIMUM TEMPERATURE REQUIREMENTS**

In the first column, third row; delete reference to the ACSC Types S 9.5A and S 12.5B mix.

Add the following minimum placing temperatures for mix types S 4.75A and SF 9.5A.

<b>Asphalt Concrete Mix Type</b>	<b>Minimum Air Temperature</b>	<b>Minimum Road Surface Temperature</b>
ACSC, Type S 4.75A, SF 9.5A, S9.5B	40°F (5°C)	50°F (10°C)

**SPREADING AND FINISHING**

Page 6-32, Article 610-8

Insert the following after the second sentence within the sixth paragraph in this Article,

Do not allow the paver hopper to become empty between loads. Take necessary precautions during production, loading of trucks, transportation, truck exchanges with paver, folding of the paver hopper wings, and conveying material in front of the screed to prevent segregation of the asphalt mixtures.

Page 6-33, Article 610-8

At the end of the third full paragraph on this page, add the following sentence:

Waiver of the use of automatic screed controls does not relieve the Design-Build Team of achieving plan grades and cross-slopes.

Page 6-33, Article 610-8

Insert the following at the end of this Article:

Use a Material Transfer Vehicle (MTV) when placing all asphalt concrete plant mix pavements, including open-graded asphalt friction course, which require the use of asphalt binder grade PG 76-22, unless otherwise approved. Utilize the MTV when placing all full width travel lanes, including shoulders, collector lanes, ramps, and loops which require PG 76-22.

Provide an MTV that receives mixture from the hauling equipment and independently delivers the mixture from the hauling equipment to the paving equipment. Provide an MTV capable of transferring the material from the haul vehicle to the paver hopper at a uniform and continuous rate to allow the continuous movement of the paver. Install a paver hopper insert with a minimum capacity of 7 tons (6.25 metric tons) in the hopper of conventional paving equipment when utilizing a MTV. Perform remixing of the material prior to discharge into the paver conveyor system by utilizing either a MTV with a remixing system contained within a minimum 7 ton (6.25 metric tons) capacity storage bin or a dual pugmill system with two full length transversely mounted paddle mixers located in the paver hopper insert.

Use an MTV that provides to the paver a homogeneous, non-segregated mixture that is of uniform temperature such that there is no more than 20°F (11°C) difference between the highest and lowest temperatures when measured transversely across the width of the mat in a straight line at a distance of one foot (0.3 m) to three feet (0.9 m) from the screed while the paver is operating. Obtain the temperature measurements approximately one foot (0.3 m) from each edge and at least once in the middle of the mat.

Empty the MTV when crossing a bridge and move across without any other vehicles or equipment being on the bridge. Move the MTV across a bridge in a travel lane and not on the shoulder. While crossing a bridge move the MTV at a speed no greater than five miles per hour (8 km per hour) without any abrupt acceleration or deceleration.

In the event the MTV malfunctions during paving operations, immediately discontinue plant operations and do not resume operations until the MTV malfunctions have been remedied, unless otherwise directed due to safety concerns. The Design-Build Team may continue placement of the mix until any additional mix in transit has been placed, provided satisfactory results are achieved. This procedure in no way alleviates the Design-Build from meeting contract requirements.

**DENSITY REQUIREMENTS**

Page 6-34, Article 610-10,

Delete Table 610-4 and substitute the following table and associated notes:

**Table 610-4  
MINIMUM DENSITY REQUIREMENTS**

<b>MIX TYPE</b>	<b>MINIMUM % of G<sub>mm</sub></b>
<b>SUPERPAVE MIXES</b>	<b>(Maximum Specific Gravity)</b>
S 4.75A	85.0 <sup>(a,b)</sup>
SF 9.5A	90.0
S 9.5X, S 12.5X, I 19.0X, B 25.0X, B 37.5X	92.0

(a) All S 4.75A pavement will be accepted for density in accordance with Article 105-3

(b) Compaction to the above specified density will be required when the S 4.75 A mix is applied at a rate of 100 lbs/sy (55 kg/m<sup>2</sup>)

Page 6-34, Article 610-10

Delete the second paragraph in this Article and substitute the following:

Compact base and intermediate mix types (surface mixes not included) utilized for pavement widening of less than 4.0 feet (1.2 meters) and all mix types used in tapers, irregular areas and intersections (excluding full width travel lanes of uniform thickness), using equipment and procedures appropriate for the pavement area width and/or shape. Compaction with equipment other than conventional steel drum rollers may be necessary to achieve adequate compaction. Occasional density sampling and testing to evaluate the compaction process may be required. Densities lower than that specified in Table 610-4 will be accepted, in accordance with Article 105-3, for the specific mix types and areas listed directly above.

**SURFACE REQUIREMENTS AND ACCEPTANCE**

Page 6-35, Article 610-12

Delete the first paragraph in this Article and substitute the following:

Construct pavements using quality paving practices as detailed herein. Construct the pavement surface smooth and true to the plan grade and cross slope. Immediately correct any defective

areas with satisfactory material compacted to conform with the surrounding area. Pavement imperfections resulting from unsatisfactory workmanship such as segregation, improper longitudinal joint placement or alignment. Non-uniform edge alignment and excessive pavement repairs will be considered unsatisfactory and if allowed to remain in place will be accepted in accordance with Article 105-3.

When directed due to unsatisfactory laydown or workmanship, operate under the limited production procedures. Limited production for unsatisfactory laydown is defined as being restricted to the production, placement, compaction, and final surface testing (if applicable) of a sufficient quantity of mix necessary to construct only 2500 feet (750 meter) of pavement at the laydown width.

Remain on limited production until such time as satisfactory laydown results are obtained or until three consecutive 2500 foot (750 meter) sections have been attempted without achieving satisfactory laydown results. If the Design-Build Team fails to achieve satisfactory laydown results after three consecutive 2500 foot (750 meter) sections have been attempted, cease production of that mix type until such time as the cause of the unsatisfactory laydown results can be determined. As an exception, the Engineer may grant approval to produce a different mix design of the same mix type if the cause is related to mix problem(s) rather than laydown procedures.

Mix placed under the limited production procedures for unsatisfactory laydown or workmanship will be evaluated for acceptance in accordance with Article 105-3.

#### DENSITY ACCEPTANCE

Page 6-36, Article 610-13

Delete the second paragraph on this page and substitute the following:

The pavement will be accepted for density on a lot by lot basis. A lot will consist of one day's production of a given job mix formula on a contract. As an exception, separate lots will be established when the one of the following occurs:

- (6) Portions of pavement are placed in both "New" and "Other" construction categories as defined below. A lot will be established for the portion of the pavement in the "New" construction category and a separate lot for the portion of pavement in the "Other" construction category.
- (7) Pavement is placed on multiple resurfacing maps, unless otherwise approved prior to paving. A lot will be established for each individual resurfacing map or portion thereof.
- (8) Pavement is placed simultaneously by multiple paving crews. A lot will be established for the pavement placed by each paving crew.
- (9) Pavement is placed in different layers. A lot will be established for each layer.
- (10) Control strips are placed during limited production.

The Engineer will determine the final category and quantity of each lot for acceptance purposes.

## Page 6-36, Article 610-13

Delete the first sentence in the third paragraph on this page and insert the following:

The “New” construction category will be defined as pavements of uniform thickness, exclusive of irregular areas, meeting all three of the following criteria:

Delete the sixth paragraph in this Article and substitute the following:

A failing lot for density acceptance purposes is defined as a lot for which the average of all test sections, and portions thereof, fails to meet the minimum specification requirement. If additional density sampling and testing, beyond the minimum requirement, is performed and additional test sections are thereby created, then all test results shall be included in the lot average. In addition, any lot or portion of a lot that is obviously unacceptable will be rejected for use in the work.

## Page 6-36, Article 610-13

Delete the last paragraph on this page and substitute the following:

Any density lot not meeting minimum density requirements detailed in Table 610-4 will be evaluated for acceptance by the Engineer. If the lot is determined to be reasonably acceptable, the mix will be paid at an adjusted contract price in accordance with Article 105-3. If the lot is determined not to be acceptable, the mix will be removed and replaced with mix meeting and compacted to the requirement of these specifications.

## CONSTRUCTION REQUIREMENTS

## Page 6-43, Article 650-5

Add the following paragraph after the first paragraph under this Article:

Do not place open-graded asphalt friction course between October 31 and April 1 of the next year, unless otherwise approved. Place friction course, Type FC-1 mixes, only when the road surface temperature is 50°F (10°C) or higher and the air temperature is 50°F (10°C) or higher. The minimum air temperature for Type FC-1 Modified and FC-2 Modified mixes will be 60°F (15°C).

## AGGREGATES FOR ASPHALT PLANT MIXES

## Page 10-34, Subarticle 1012-1(B)4

Delete this Subarticle and substitute the following:

(4) Flat and Elongated Pieces:

Use coarse aggregate meeting the requirements of Table 1012-1 for flat and elongated pieces when tested in accordance with ASTM D 4791 (Section 8.4) on the No. 4 (4.75 mm) sieve and larger with a 5:1 aspect ratio (maximum to minimum) for all pavement types, except there is no requirement for Types S 4.75A, SF 9.5A, and S 9.5B.

## Page 10-35, Table 1012-1

Delete Table 1012-1 and substitute the following:



**Table 1012-1  
AGGREGATE CONSENSUS PROPERTIES<sup>(a)</sup>**

Mix Type	Course	Fine	Sand	Flat &
	Aggregate	Aggregate	Equivalent	Elongated
	Angularity <sup>(b)</sup>	Angularity		5 : 1 Ratio
		% Minimum	% Minimum	% Maximum
	ASTM D 5821	AASHTO T 304 Method A	AASHTO T 176	ASTM D 4791 Section 8.4
S 4.75 A		40	40	
SF 9.5 A S 9.5 B I 19.0 B B 25.0 B	75 / -	40	40	10 <sup>(c)</sup>
S 9.5 C S 12.5 C I 19.0 C B 25.0 C B 37.5 C	95 / 90	45	45	10
S 12.5 D I 19.0 D	100 / 100	45	50	10
OGAFC	100 / 100	N/A	N/A	10

- (a) Requirements apply to the course aggregate blend and/or fine aggregate blend
- (b) 95/90 denotes that 95% of the course aggregate (+No.4 or + 4.75mm sieve) has one fractured face and 90% has two or more fractured faces.
- (c) Does not apply to Mix Types SF 9.5 A or S 9.5 B

Page 10-36, Subarticle 1012-1(C)1

Insert the following after the fourth paragraph on this page:

When natural sand is utilized in “C” or “D” level asphalt mixes, do not exceed the maximum natural sand percentage in the mix design and/or production aggregate blend detailed in Table 1012-1A.

**Table 1012-1A**

<b>Uncompacted Void Content of Fine Aggregate AASHTO T 304 Method A</b>	<b>Maximum Percent Natural Sand Included in Mix Design and/or Production*</b>
Less than 42.0	10
Equal to 42.0 to 44.9	15
Equal to 45.0 and greater	20

\*Maximum percent natural sand may be exceeded with approval from Pavement Construction Engineer upon satisfactory evaluation of pavement performance testing

**FINE AGGREGATE ANGULARITY**

Page 10-36, Subarticle 1012-1(C)6

Delete reference to AASHTO TP 33 Method A and substitute AASHTO T 304, Method A.

Page 10-37, Subarticle 1012-1(H)

Delete this Subarticle. It is a duplicate of Subarticle 1012-1(F) located on Page 10-36.

**ASPHALT BINDER**

Page 10-46, Article 1020-2

Delete the first paragraph under this Article and substitute the following:

Use Performance Graded Asphalt Binder meeting the requirements of AASHTO M 320. See Article 610-3 for the specified grades. Submit a Quality Control Plan for asphalt binder production in conformance with the requirements of AASHTO R 26 to the Materials and Tests Unit.

DB6 R01

**ASPHALT BINDER CONTENT OF ASPHALT PLANT MIXES** (10-6-05)

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 25.0X	4.3%
Asphalt Concrete Intermediate Course,	Type I 19.0X	4.7%
Asphalt Concrete Surface Course,	Type S 4.75A	7.0%
Asphalt Concrete Surface Course,	Type SF 9.5A	6.5%
Asphalt Concrete Surface Course,	Type S 9.5X	6.0%
Asphalt Concrete Surface Course,	Type S 12.5X	5.5%

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

DB6 R15

**DISPOSAL OF WASTE AND DEBRIS** (2-19-02)

Revise the 2002 *Standard Specifications* as follows:

**Page 8-9, Subarticle 802-2(7. Buffer Zones:)**

At the end of the last sentence in this subarticle, add the words "unless superseded by an environmental permit."

DB8 R03

**GUARDRAIL POSTS AND OFFSET BLOCKS** (10/21/03)

Revise the 2002 *Standard Specifications* as follows:

Page 10-69, Subarticle 1046-3

Delete this sub-article in its entirety and replace with the following:

**1046-3 POSTS AND OFFSET BLOCKS.****(A) General:**

The Design Build Team may, at his option, furnish either of the following types of steel guardrail posts. Only one type of post will be permitted at any one continuous installation. Use structural steel posts throughout the project, unless otherwise directed or detailed in the plans.

1. Steel W6 x 8.5 or W6 x 9.0 posts.
2. Steel 4.5" x 6.0" "C" shape posts. (C150 x 12.2 kg/m)

The Design Build Team may, at his option, furnish either of the following types of treated timber posts if specifically directed or detailed in the plans. Only one type of post will be permitted at any one continuous installation.

1. Timber 6" x 8" (152 mm x 203 mm) posts.
2. Timber 8" x 8" (203 mm x 203 mm) posts.

**(B) Structural Steel Posts:**

Fabricate steel posts for guardrail of the size and weight shown on the plans from structural steel complying with the requirements of Section 1072. Metal from which C shape posts are fabricated shall meet the requirements of ASTM A570 for any grade of steel, except that mechanical requirements shall meet the requirements of ASTM A36. Punch or drill the holes for connecting bolts. Burning will not be permitted. After fabrication, the posts shall be galvanized in accordance with Section 1076.

**(C) Treated Timber Posts:**

All timber guardrail posts shall be of treated southern pine meeting the requirements of Article 1082-2 and 1082-3.

Bore bolt holes to a driving fit for the bolts. A minus tolerance of 1 percent will be allowed in the length of the post. Perform all framing and boring before the posts receive preservative treatment.

**(D) Offset Blocks:**

Provide 8-inch deep recycled plastic or composite offset blocks that have been approved for use with the guardrail shown in the standard drawings and/or plans. Only one type of offset block will be permitted at any one continuous installation. Prior to beginning the installation of recycled offset block, submit the FHWA acceptance letter, for each type of block, to the Engineer for approval.

Treated timber offset blocks with steel beam guardrail will not be allowed unless required by the specifications, directed by the Engineer, or detailed on the plans. Steel offset blocks with steel beam guardrail will not be allowed.

Recycled plastic or composite offset blocks shall be made from no less than 50% recycled plastic or composite and meet the following minimum requirements:

- Specific Gravity: 0.950
- Compressive Strength in Lateral Direction: 1600 psi (11 MPa)

- Maximum Water Absorption: 10% by weight
- Maximum Termite and Ant Infestation: 10%
- Testing: Shall pass NCHRP Report 350, Test Level 3 by CRASH TESTING

Revise the *2002 Standard Roadway Drawings* as follows:

Sheet 4 of 6, Standard 862.03, delete the note and substitute the following:

Note: The midpost and offset block of the WTR section will require special bolt hole drilling in the thrie beam offset block and line post.

DB8 R57

### **STREET SIGNS AND MARKERS AND ROUTE MARKERS** (7-1-95)

Move any existing street signs, markers, and route markers out of the construction limits of the project and install the street signs and markers and route markers so that they will be visible to the traveling public if there is sufficient right of way for these signs and markers outside of the construction limits.

Near the completion of the project and when so directed by the Engineer, move the signs and markers and install them in their proper location in regard to the finished pavement of the project.

Stockpile any signs or markers that cannot be relocated due to lack of right of way, or any signs and markers that will no longer be applicable after the construction of the project, at locations directed by the Engineer for removal by others.

The Design Builder will be responsible to the owners for any damage to any street signs and markers or route markers during the above described operations.

DB9 R01

### **AGGREGATE PRODUCTION** (11-20-01)

Provide aggregate from a producer who utilizes the new Aggregate Quality Control/Quality Assurance Program that is in effect at the time of shipment.

No price adjustment is allowed to Design Build Team or producers who utilize the new program. Participation in the new program does not relieve the producer of the responsibility of complying with all requirements of the Standard Specifications. Copies of this procedure are available upon request from the Materials and Test Unit.

DB10 R05

### **CONCRETE BRICK AND BLOCK PRODUCTION** (11-20-01)

Provide concrete brick and block from a producer who utilizes the new Solid Concrete Masonry Brick/Unit Quality Control/Quality Assurance Program that is in effect on the date that material is received on the project.

No price adjustment is allowed to Design-Build Team or producers who utilize the new program. Participation in the new program does not relieve the producer of the responsibility of complying with all requirements of the Standard Specifications. Copies of this procedure are available upon request from the Materials and Test Unit.

DB10 R10

**FINE AGGREGATE** (11-19-02)

Revise the 2002 Standard Specifications as follows:

Page 10-17, Table 1005-2

Make the following change to the table:

For Standard Size 2MS the following gradation change applies.

The minimum percent shown for material passing the No. 8 (2.36mm) sieve has been changed from 84 to **80**.

DB10 R15

**BORROW MATERIAL** (2-17-04)

Revise the 2002 *Standard Specifications* as follows:

Page 10-44

Section 1018-2 II (b) Delete the last sentence in its entirety.

DB10 R17

**TRAFFIC CONTROL - RETROREFLECTIVE SHEETING** (6/21/05)

Revise the 2002 *Standard Specifications* as follows:

**WORK ZONE SIGNS**

Article 1089-1(A) General is deleted. Substitute the following:

(A) General:

Rigid sign retroreflective sheeting requirements for Types VII, VIII and IX (prismatic) fluorescent are described in Tables 1089-A, 1089-B and 1089-C. Cover the entire sign face of the sign substrate with NCDOT approved Type VII, VIII or IX (prismatic) fluorescent orange reflective sheeting. Apply the reflective sheeting in a workmanlike manner so that there are no bubbles or wrinkles in the material.

Roll-up sign retroreflective requirements are described in Table 1089-D.

1. Work Zones Signs (Stationary)

Use Type VII, VIII or IX (prismatic) fluorescent orange retroreflective sheeting that meets the following reflective requirements in Tables 1089-A, 1089-B or 1089-C respectively. Use approved composite or aluminum for sign backing. Signs and sign supports must meet or exceed NCHRP 350 requirements for Breakaway Devices.

<b>Table 1089-A</b> Minimum Coefficient of Retroreflection $R_A$ for TYPE VII Fluorescent Orange Sheeting (Candelas per lux per square meter)	
	Entrance Angle

Observation Angle	-4°	30°
0.1°	300	170
0.2°	230	130
0.5°	72	41

<b>Table 1089-B</b> Minimum Coefficient of Retroreflection $R_A$ for TYPE VIII Fluorescent Orange Sheeting (Candelas per lux per square meter)		
	Entrance Angle	
Observation Angle	-4°	30°
0.1°	300	135
0.2°	210	95
0.5°	75	35

<b>Table 1089-C</b> Minimum Coefficient of Retroreflection $R_A$ for TYPE IX Fluorescent Orange Sheeting (Candelas per lux per square meter)		
	Entrance Angle	
Observation Angle	-4°	30°
0.1°	200	110
0.2°	115	65
0.5°	72	41
1.0°	24	14

2. Work Zones Signs (Barricade Mounted)

Use approved composite or roll-up signs for barricade mounted sign substrates. Approved composite barricade mounted warning signs (black on orange) must be Type VII, VIII or IX sheeting which meet the retroreflective requirements of Table 1089-A, 1089-B or 1089-C. Roll-up mounted barricade warning signs (black on orange) must meet the retroreflective requirements in Table 1089-D. Sign and barricade assembly must meet or exceed the requirements of NCHRP 350 for Work Zone Category II Devices.

3. Work Zones Signs (Portable)

Use approved composite or roll-up sign substrates on portable sign stands.

Composite - Use Type VII, VIII or IX (prismatic) fluorescent orange retroreflective sheeting that meets the following reflective requirements in Tables 1089-A, 1089-B or 1089-C. Signs and sign supports must meet or exceed NCHRP 350 requirements for Breakaway Devices.

Roll-up Signs - Use fluorescent orange retroreflective roll-up signs that meet the following reflective requirements:

<b>Table 1089-D</b> Minimum Coefficient of Retroreflection $R_A$ for Fluorescent Orange Roll-Up Signs (Candelas per lux per square meter)		
	Entrance Angle	
Observation Angle	-4°	30°
0.1°	300	120
0.2°	200	80
0.5°	90	34

Use roll up signs that have a minimum 3/16” x 1 1/4” horizontal rib and 38” x 1 1/4” vertical rib and has been crash test to meet NCHRP 350 requirements and Traffic Control qualified by the Work Zone Traffic Control Unit.

Add the following after 1089-1(C):

(D) Warranty

Warranty requirements for rigid sign retroreflective sheeting Types VII, VIII and IX are described in Subarticle 1093-2(F). Such sheeting shall maintain 80% (Table 1093-10) of its retroreflectivity as shown in Tables 1089 A, B, and C.

Roll-up fluorescent orange retroreflective signs shall maintain 80% of its retroreflectivity (Table 1089-D) for years 1 – 2 and 50% for year 3.

Rigid and Rollup Fluorescent orange signs shall maintain a Fluorescence Luminance Factor ( $Y_F$ )\* of 13% for three (3) years.

\*Fluorescence Testing Method is described in ASTM E2301 Test Methods for Fluorescent Retro reflective Sheeting.

Rigid and Roll up fluorescent orange signs shall maintain a total Luminance Factor (Y) of 25 for three (3) years and conform to the requirements of Table 1089-E when measured in accordance with ASTM D4956.

<p align="center"><b>Table 1089-E</b> Fluorescent Orange colorimetric requirements</p>								
Color	1		2		3		4	
	x	y	x	y	x	y	x	Y
Fluorescent Orange	0.583	0.416	0.535	0.400	0.595	0.351	0.645	0.355

**BARRICADES**

**Article 1089-3(A) General**, delete both paragraphs and substitute the following:

Type III Barricades shall be constructed of perforated square steel tubing and/or angle iron. Provide Type III barricades that use a cross member or stabilization bar and meet the requirements of NCHRP 350 for Work Zone Category II Devices with composite and roll-up signs attached.

Use approved composite or plastic barricade rails that have a smooth face and have alternating orange and white retroreflective stripes that slope at an angle of 45 degrees.

**Article 1089-3(C) Reflective Sheeting**, delete the first paragraph only and substitute the following:

Use Type VII, VIII or IX (prismatic) retroreflective fluorescent orange sheeting on both sides of the barricade rails. The rail sheeting retroreflectivity values shall meet the retroreflectivity requirements in Table 1089-A, 1089-B or 1089-C and shall be listed on the Department’s approved product list or accepted as traffic qualified by the Traffic Control Unit.

DB10R30

**DRUMS** (7-16-02)

Revise the 2002 Standard Specifications as follows:

Page 10-195, Subarticle 1089-5(C)

Delete the first (1<sup>st</sup>) sentence of the first (1<sup>st</sup>) paragraph and insert the following:

“Provide a minimum of three orange and two white alternating horizontal circumferential stripes covering the entire outside with each drum.”

DB11 R05

**PORTABLE CONCRETE BARRIER** (9-6-05)

Portable Concrete Barrier used on this project must meet one of the following:

- NC Approved NCHRP 350 Portable Concrete Barrier (design can be found at <http://www.ncdot.org/doh/construction/wztc/> or can be obtained by calling the Traffic Control Section at (919) 250-4159)



- Other NCHRP 350 Portable Concrete Barrier as approved by the Engineer and the Traffic Control Section
- NC Approved NCHRP 230 Portable Concrete Barrier in *Roadway Standard Drawing* 1170.01 manufactured before October 1, 2002

DB11 R10

**WORK ZONE SIGNS** (1/18/05)

Revise the *Standard Specifications* as follows:

DESCRIPTION

Page 11-5, **Article 1110-1 Description**

Replace the second paragraph with the following:

Furnish, install, maintain and relocate portable work zone signs and portable work zone sign stands in accordance with the plans and specifications. When portable work zone signs and portable work zone sign stands are not in use for periods longer than 30 minutes, collapse sign stand and reinstall once work begins.

Replace the last sentence in the third paragraph with the following:

Use work zone signs (portable) only with portable work zone sign stands specifically designed for one another. Work Zone Signs (portable) may be roll up or approved composite.

MATERIALS

Page 11-5, **Article 1110-2 Part (A) General:**

Add the following:

Barricade Mounted Signs.....Article 1089-3

MATERIAL QUALIFICATIONS

Page 11-5, **Article 1110-2 Part (B) Material Qualifications.**

Delete the first sentence in the first paragraph and replace with the following:

Provide portable work zone sign stands, portable signs and sign sheeting which are listed on the North Carolina Department of Transportation’s approved product list or accepted as traffic qualified by the Traffic Control Unit.

Delete “Traffic Control Section” in the second sentence of the first paragraph and insert “Traffic Control Unit”.

CONSTRUCTION METHODS

Page 11-6, Article 1110-3 CONSTRUCTION METHODS.

Replace **Article 1110-3 (B) Work Zone Signs (Barricade Mounted)** with the following:

Mount approved composite or roll-up signs to barricade rails so that the signs do not cover more than 50 percent of the top two rails or 33 percent of the total area of the three rails. Signs are to be mounted a minimum of 1’ from the ground to the bottom of the sign.

Replace **Article 1110-3 (C, 2) Work Zone Signs (Portable)** with the following:

Install portable work zone signs to carry roll-up or approved composite at a minimum height of 1’ from the bottom of the sign to the ground on two lane-two way roadways.

Install portable work zone signs to carry roll-up or approved composite at a minimum height of 5’ from the bottom of the sign to the ground on multi-lane roadways.

DB11 R15

**BARRICADES** (1/18/05)

Revise the *2002 Standard Specifications* as follows:

Page 11- 12, **Article 1145-2 Materials**, delete the contents and substitute the following:

(A) General

Refer to Division 10:

Barricades..... Article 1089-3

(B) Material Qualifications

Provide Type III barricades and barricade rails that are listed on the North Carolina Department of Transportation’s approved product list or accepted as traffic qualified by the Traffic Control Unit. For more information on the Traffic Qualification process, contact the Traffic Control Unit at Century Center Building B, 1020 Birch Ridge Drive, Raleigh, NC 27610; (919) 250-4159, or see the approved product list on the NCDOT web site at: <http://www.doh.dot.state.nc.us/construction/wztc/>

(C) Historical Performance:

Historical performance of Type III barricades and barricade rails will be used in determining future use of the material by the NCDOT, even if the Type III Barricade is traffic-qualified. Poor past or poor current performance of Type III Barricades at any site, whether or not related to a specific contract may be grounds for non-acceptance of a product on any project under contract.

DB11 R20

**PAVEMENT MARKING GENERAL REQUIREMENTS** (9-6-05)

Revise the *2002 Standard Specifications* as follows:

Page 12-10, Subarticle 1205-3(J)

Delete the first (1<sup>st</sup>) sentence of the first (1<sup>st</sup>) paragraph and insert the following:

“Have at least one member of every pavement marking crew working on a project certified through the NCDOT Pavement Marking Technician Certification Process. For more information contact the Traffic Control, Marking and Delineation Section of the North Carolina Department of Transportation at 919-250-4159 or <http://www.doh.dot.state.nc.us/construction/wztc/>”

DB12 R01

## **DIAMOND GRINDING CONCRETE PAVEMENT**

### **Description**

Perform the work covered by this provision including but not limited to diamond grinding and regrinding concrete pavement to meet final surface testing requirements, evaluating existing concrete pavement and aggregate properties, selecting diamond tipped saw blades and configuration of cutting head; continual removal of residual slurry from pavement and disposal off-site; providing necessary traffic control; furnishing all labor, materials, supplies, tools, equipment and incidentals as necessary.

### **Equipment**

Use equipment with diamond tipped saw blades gang mounted on a power driven self propelled machine with a minimum wheel base length of 15 feet (4.6 meter) that is specifically designed to smooth and texture portland cement concrete pavement. Utilize equipment that does not cause ravels; aggregate fracture; spalls or disturbance to the longitudinal or transverse joints; or damage and/or strain to the underlying surface of the pavement. Should any of the above problems occur immediately suspend operations.

Provide a minimum 3 feet (1 meter) wide grinding head with 50 (164) to 60 (200) evenly spaced grooves per foot (meter). Prior to designing the grinding head, evaluate the aggregate hardness of the concrete pavement and select the appropriate diamond size, diamond concentration and bond hardness for the individual saw blades.

Provide vacuuming equipment to continuously remove slurry residue and excess water from the pavement as part of the grinding operation. Transport slurry material off-site and dispose of this material appropriately. Do not allow the slurry material to flow into a travel lane occupied by traffic or into any drainage facility.

### **Construction.**

Grind the pavement surface to a uniform appearance with a high skid resistant longitudinal corduroy type texture. Provide grooves between 0.09 (2.28mm) and 0.15 (3.81mm) inches wide with the land area between the grooves between 0.06 (1.52mm) and 0.13 (3.30mm) inches wide. Ensure a ridge peak of approximately 0.0625 inches (1.59mm) higher than the bottom of the grooves.

Begin and end diamond grinding at lines normal to the pavement centerline. Grind only in the longitudinal direction. All grooves and adjacent passes shall be parallel to each other with no variation. Completely lap adjacent passes with no unground surface remaining between passes and no overlap of more than 1 1/2 inches (35 mm). Adjacent passes shall be within 1/8 inch (10mm) of the same height as measured with a 3 foot (0.914meter) straightedge. Maintain positive cross-slope drainage for the duration of the grinding operation.

Grind all travel lanes to include auxiliary lanes, ramps and loops with not less than 98 percent of the specified surface being textured by grinding. Grinding of the bridge decks and concrete shoulders will not be required. Remove a minimum 0.0625 inches at all locations except dips. Extra grinding to eliminate minor depressions is not required. There shall be no ridge between lanes. In a separate operation, transition the grinding of any remaining ridges greater than 1/8 inch (10 mm) in height on the outside edge next to the shoulder or at a tie to an existing facility to the satisfaction of the engineer.

**GENERAL REQUIREMENTS FOR PORTLAND CEMENT CONCRETE PAVING**

Revise the *2002 Standard Specifications* as follows:

Page 7-1, Section 700

Delete the entire Section and insert the following:

**SECTION 700****GENERAL REQUIREMENTS FOR PORTLAND CEMENT CONCRETE PAVING****700-1 DESCRIPTION**

Perform the work covered by this section, which includes but is not limited to the construction of a single course non-reinforced portland cement concrete pavement on a prepared base, in accordance with these Specifications and with the lines, grades, thickness, and typical sections shown on the plans or as directed.

The Department accepts concrete paving with respect to strength, thickness, and ride quality on a lot by lot basis subject to adjusted unit prices as provided in Sections 710 and 720.

Use any combination of equipment that will effectively perform the necessary construction operations. Have the equipment at the job site sufficiently ahead of the start of construction operations for the Engineer to examine thoroughly and approve.

Maintain all equipment in a satisfactory operating condition while in use on the work.

Prior to placing concrete pavement, submit for approval a Process Control Plan addressing all operations necessary in the production, and placement of concrete pavement.

**700-2 CONCRETE PRODUCTION EQUIPMENT**

Use batch plants, central mix plants, and truck mixers that meet the requirements of Section 1000.

**700-3 CONCRETE HAULING EQUIPMENT**

Transport concrete to the point of placement either in a truck agitator, a truck mixer operating at agitating speed, or in non-agitating equipment meeting the provisions below. Bottom or belly dump equipment is prohibited. Provide and secure material covers on the equipment bodies for protection against detrimental environmental conditions.

Prevent the accumulation of hardened concrete in the delivery vehicles. Discharge all flushing water before charging with the next concrete load.

When using non-agitating hauling equipment, provide bodies which are smooth, watertight, metal containers with rounded internal corners equipped with vibrators and gates to discharge the concrete without segregation or damage.

For concrete hauled in a truck agitator or truck mixer, use Table 1000-2 to determine the maximum elapsed time for placement of concrete. For concrete hauled in non-agitating equipment, minimize the elapsed time to be 30 minutes or less, unless otherwise approved. The elapsed time is defined as the period from first contact between mixing water and cement until the entire operation of placing and finishing, including corrective measures if necessary, has been completed.

Deliver the concrete to the work site in a thoroughly mixed and uniform mass.

If at discharge, the concrete is not thoroughly mixed and homogeneous, the hauling distance, charging sequence, size of load, mixing time or any combination thereof should be altered to meet these requirements; otherwise, utilize other equipment capable of delivering a thoroughly mixed and uniform concrete mass.

#### **700-4 PREPARATION OF SUBGRADE AND BASE**

Prepare the subgrade and base beneath Portland cement concrete pavement in accordance with the applicable sections of these Specifications. Use approved automatically controlled grading and paving equipment to produce final subgrade and base surfaces meeting the lines, grades, and cross sections required by the plans or as directed. When in the judgment of the Engineer the use of such equipment is impractical, this requirement will be waived.

Dampen the surface of the base at the time the concrete is placed. Sprinkle the base when necessary to provide a damp surface. Ensure that no free water or ponding is present at the time of concrete placement. Correct all damaged areas in the subgrade or base prior to placing concrete.

Do not allow traffic on the underlying asphalt courses other than necessary local traffic and that developing from the operation of essential construction equipment as may be authorized by the Engineer. Repair any defects that develop in the underlying asphalt courses or any damage caused by local or construction traffic at no cost to the Department.

Unless otherwise approved, utilize and maintain a braided metal cable stringline reference to be used to control the profile and alignment of the concrete pavement. Monitor the stringline for accuracy and tautness. Set pins at a maximum distance of 50ft apart. When located on a vertical curve, set pins at a maximum distance of 25ft.

#### **700-5 PLACING CONCRETE**

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

Use a slip form paver to place concrete except where impractical due to irregular areas or areas of existing pavement adjacent to the proposed pavement.

Place concrete only in the presence of the Engineer or his authorized representative.

Handle concrete in such a manner as to prevent segregation and keep free from mud, soil, or any other foreign matter.

Where finishing operations must be completed after dark, provide acceptable artificial light in accordance with Section 1413.

Do not begin paving operations or discontinue paving operations when any of the following conditions exist.

1. When a descending air temperature in the shade and away from artificial heat reaches 35°F, stop paving. Do not resume paving until an ascending air temperature in the shade and away from artificial heat reaches 35°F.
2. When the subgrade or base course is frozen.
3. When aggregates to be used in the mix contain frozen particles.

4. When air temperature in shade is 90°F and rising or the concrete temperature is greater than 95°F.

Where additional pavement must be placed adjacent to new pavement by machine methods, do not place it until the concrete has attained a flexural strength of at least 600 psi.

Construction equipment or hauling equipment will not be allowed over the pavement until the concrete has attained a flexural strength of 450 psi.

Spread the concrete uniformly over the entire area without segregation. Perform the spreading with a mechanical spreader independent of the paver except where hand methods are necessary due to pavement design, equipment breakdown, or other emergencies.

**(B) Slip Form Paver Method**

Use a slip form paver that is an approved self-propelled machine(s) designed to spread, consolidate, screed, and float finish the concrete in one complete pass of the machine in such a manner that requires a minimum of hand finishing to provide a smooth, dense, and homogeneous pavement. Use a slip form paver equipped with forms of sufficient length and rigidity to support the edges of the slab so as to minimize hand finishing. Use slip form pavers equipped with both horizontal and vertical automatic controls.

Operate the paver with continuous forward movement and coordinate all operations of mixing, delivering, and spreading the concrete to provide uniform progress and minimize stopping and starting of the paver.

Provide concrete that has sufficient cohesion to prevent appreciable slumping of the pavement edges. Longitudinal straight edge tolerance of 1/4" in 10 feet will apply to the area within 6" of the edge of pavement. Edge slump is limited to no more than 1/4".

**(C) Fixed Form Method**

Apply the requirements of this section to all paving operations where a slip form paver is not being used.

Use forms made of metal and of such section and design that they will adequately support the concrete and the construction equipment.

Use forms that have a depth not less than the edge thickness of the pavement to be constructed and not more than 1" greater than the edge thickness of the pavement to be constructed. Use a form which has the base width at least equal to the height of the form.

Use a form in which the top face does not vary from a true plane more than 1/8" in 10 feet and the upstanding leg does not vary more than 1/4".

Use straight forms that have at least 3 pin pockets per 10 feet in length and at least 2 pin pockets per 5 feet in length.

Use form pins that are metal and capable of holding the forms rigidly in place during construction operations. The Engineer may require pinholes in the base to be sealed prior to placing subsequent pavement.

Connect the form sections by a locking joint that will keep the forms free from vertical and horizontal movement.

Use straight forms 10 feet in length on tangents and on curves having a radius of 200 feet or more. For curves having a radius of between 200 feet and 50 feet use either straight forms 5 feet in length or flexible forms. Use flexible forms for curves having a radius of less than 50 feet.

Clean all forms before they are set and oil all forms before placing concrete. Check the bearing of the forms and correct all areas of inadequate bearing.

Remove all rejected forms immediately from the project.

Set forms a sufficient distance in advance of the point where the concrete is being placed to provide for a continuous operation in placing the concrete and for proper inspection of line and grade.

All forms used for construction joints shall meet the requirements of this section except that provisions shall be made for inserting dowel bars where required.

#### **700-6 VIBRATING CONCRETE**

Uniformly vibrate the concrete after it has been spread. Consolidate the full width and depth of the Portland cement concrete in a single pass.

Vibrators for full width vibration of concrete paving slabs may be either the surface pan type or the internal type with either immersed tube or multiple spuds. Attach the vibrators to the spreader or the finishing machine, or mount the vibrators on a separate carriage.

Furnish an electronic vibrator monitoring device, displaying the operating frequency of each individual vibrator on the paving equipment. Operate the electronic vibrator monitoring device in areas where the mainline, ramp, or loop pavement exceeds 600 feet in length. Record the time, station location, paver track speed, and operating frequency of each individual vibrators after every 25 feet of paving or after each 5 minute time interval has elapsed. Provide a report of the vibrator data to the Engineer daily for the first 3 days of paving and weekly thereafter. The Engineer may determine that more frequent submissions are necessary, particularly if equipment is malfunctioning.

Set the internal vibrators to approximately mid slab depth and provide a locking device to avoid contact with any joint, load transfer device, tie bar, subgrade, or side form. Provide an operating position locking device so that no part of the vibrating unit can be lowered to the extent that it will come in contact with dowel bars, dowel bar assemblies or tie bars while paving.

Set the horizontal spacing of vibrators to the manufacturer's recommendations, but in no case exceed 16" from center to center.

Operate internal and spud vibrators within a frequency range of 3500 to 8000 vpm and surface vibrators within a frequency range of 3500 to 6500 vpm. Operate vibrators in a manner not to cause a separation of the mix ingredients. A reduction in vibrator frequency may be required when the forward motion of the paver is reduced to avoid separation of the mix. Either discontinue the use or remove from contact with the concrete, the machine mounted vibrators, whenever the forward motion of the machinery is stopped.

Should the electronic monitoring device fail to operate properly, immediately check the vibrators manually in the presence of the Engineer or his representative. If the vibrators are functioning properly, paving may continue. Repair the monitoring device within 3 production days or suspend paving.

**700-7 FINISHING**

Finish concrete pavement or concrete shoulders in accordance with Article 710-6 or Article 720-7, respectively.

**700-8 PROTECTION OF PORTLAND CEMENT CONCRETE PAVEMENT**

**(A) General**

Protect the Portland cement concrete pavement from environmental conditions.

Remove and replace concrete pavement damaged as a result of environmental conditions at no cost to the Department.

Have protective covering that will protect the surface of the freshly placed pavement from rain or cold weather readily available each day at the location of each proposed day's operation prior to beginning work. Store an adequate quantity of these materials at the paving train.

**(B) Cold Weather**

When the temperature is anticipated to drop below 35°F for more than 6 hours within any 24 consecutive hours of the curing period, defined in Article 700-9, insulate the portland cement concrete pavement to prohibit the concrete from cooling at a rate greater than 5°F per hour, and to prevent the surface temperature from dropping below 40°F during the curing period.

**(C) Hot Weather**

When the anticipated daily high temperature is above 80°F, place the concrete at the coolest temperature practical. Control concrete temperatures to assure proper placing, consolidation, finishing, curing, and to prevent plastic shrinkage cracking.

**(D) Rain**

When rain appears imminent, stop all paving operations, and have all available personnel protect the surface of the unhardened concrete. Failure to properly protect the concrete pavement may constitute cause for removal and replacement of the damaged pavement, at no cost to the Department.

**700-9 CURING**

**(A) General**

Immediately after finishing operations have been completed and surface water has disappeared, cover all exposed surfaces of the pavement by one of the methods covered by this article.

Apply the selected curing method to the edges of the pavement immediately after the forms are removed.

Use a curing period of 3 curing days for straight cement mix designs and 7 curing days for pozzolan mix designs. A curing day will be considered any consecutive 24 hour



period, beginning when the manipulation of each separate mass has been completed, during which the air temperature adjacent to the mass does not fall below 40°F.

**(B) Membrane Curing Compound**

After final finish and immediately after the free surface moisture has disappeared, use a minimum application rate of 0.0067 gallons per square foot when the application equipment is mechanically operated. Provide an inline flow-metering device to ensure the proper application rate is provided. Apply the curing compound such that puddling or ponding does not occur on the fresh concrete surface.

Use mechanically operated application equipment designed to apply a uniformly agitated continuous flow of the curing compound at the prescribed rate to all concrete surfaces.

Hand spraying shall only be permitted for irregular widths or shapes and surfaces exposed by removal of forms. The rate of application for these areas shall be 0.01 gallons per square foot.

Do not expose newly placed concrete for more than 30 minutes before being covered with curing compound. Failure to cover the surfaces of the concrete shall be cause for immediate suspension of the paving operation.

Protect the membrane curing compound film at all times during the curing period, and repair any damage immediately. Have available a sufficient amount of polyethylene film, burlap, or other approved material to provide for protection of the concrete during rain or when the application equipment fails to apply the curing compound uniformly to all surfaces.

Re-spray concrete surfaces that are subject to heavy rainfall within 3 hours after curing compound has been applied in the same manner as described above.

**(C) Polyethylene Film**

Spread the sections of the film in a manner that will not damage the finished pavement surface. Securely tape or provide lap joints for the sections that are at least 12" wide, and take suitable precautions to prevent the circulation of air beneath the film. Cover all exposed surfaces and beyond the edge of the pavement surface.

Use black or dark plastic sheets when the daily high ambient temperature is between 40°F - 60°F. Use white opaque reflective plastic sheet when the daily ambient temperature is above 60°F. Plastic sheets will meet the requirements of ASTM C 171.

Check the film for damage when it is spread and during the curing period. Repair or replace any damaged sections immediately.

**(D) Burlap**

Spread the sections of burlap in a manner that will not damage the finished pavement surface. Provide lap joints that are at least 6" wide.

Use an amount of burlap that is not less than 12 ounces per running yard based on a 40" width and may be either 1 layer of Class 4 burlap or 2 layers of Class 1, 2, or 3 burlap.

Saturate the burlap thoroughly prior to placing on the concrete and keep thoroughly wet throughout the curing period.

#### **700-10 REMOVING FORMS**

Do not remove forms from freshly placed concrete until at least 12 hours after placement and the concrete has hardened sufficiently to resist spalling, cracking, or any other damage. Repair any honeycombed areas along the sides or edges of the slab by filling with mortar immediately after the forms have been removed. Use mortar consisting of 1 part cement to 2 parts fine aggregate.

#### **700-11 JOINT CONSTRUCTION**

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

Construct all joints in accordance with the requirements of these Specifications and the details shown on the plans. Saw all joints and seal them with joint sealer in accordance with the dimensions and details shown in the contract. Seal joints in accordance with the requirements of Article 700-12.

Utilize an early entry dry-cutting sawing system. Have an adequate amount of sawing equipment available to match the production and concrete paving operations. A minimum of one standby sawing unit is recommended. Construct the joint groove using a 1/8" saw blade to a minimum depth of 3". Perform sawing as soon as the concrete has hardened sufficiently without undercutting, spalling and raveling to control random cracking. Complete all saw cutting before seven hours has elapsed from the time of concrete placement.

Saw the concrete pavement as soon as it can support the weight of the equipment and operator without disturbing the final finish. Saw joints in a neat, vertical straight line without chipping, spalling, tearing or disturbing the final finish.

Immediately reapply curing membrane following the sawing operation.

Deviations from the method of joint construction specified in the plans or Specifications requires prior approval in writing. Such approval is conditional and is subject to obtaining satisfactory results.

The Engineer may order any concrete pavement or shoulder where uncontrolled cracking has occurred prior to final acceptance to be removed and replaced at no cost to the Department. Where permitted, the Contractor may be allowed to repair the cracking in a manner acceptable to the Engineer.

Prior to placing either concrete pavement or concrete shoulders adjacent to a previously placed pavement, cover the transverse joint opening on the edge of the existing slab to prevent intrusion of grout into the opening.

##### **(B) Transverse Contraction Joints**

Construct transverse contraction joints in accordance with the details, dimensions and intervals as shown on the plans.

##### **(C) Longitudinal Contraction Joints**

Construct longitudinal contraction joints in all pavements wider than 16 feet in accordance with the details and dimensions shown on the plans.

**(D) Transverse Construction Joints****(1) General**

Construct transverse construction joints by use of an approved form at the end of each day's operations (planned joint) or whenever the placing of concrete is suspended for more than 30 minutes (emergency joint).

**(2) Planned Transverse Construction Joints**

Locate this type of joint at the same spacing required for contraction joints. Use dowel bars of the size and spacing shown on the plans.

**(3) Emergency Transverse Construction Joints**

Use this type of joint when the placing of concrete is suspended for more than 30 minutes. Use tie bars of the size and spacing shown on the plans.

Do not change the spacing of contraction joints due to emergency construction joints. Locate the emergency construction joints at least 6 feet from any contraction joint or planned construction joint.

**(E) Longitudinal Construction Joints**

Construct longitudinal construction joints using tie bars in accordance with the details shown on the plans.

**(F) Transverse Expansion Joints**

Construct transverse expansion joints in accordance with the details shown on the plans utilizing an approved joint assembly.

**700-12 SEALING JOINTS****(A) General**

Seal all joints with low modulus silicone sealant in the presence of the Engineer.

Install backer rod and sealant in accordance with the details shown in the plans and the manufacturer's recommendations.

Any failure of the joint material will be cause for rejection. Repair the failed joint material as approved by the Engineer at no cost to the Department.

When requested, have a representative of the silicone sealant manufacturer present on the project during the sealing operation.

**(B) Age of Pavement**

Do not seal the joints until the concrete has attained the required strength.

Do not perform final sawing and sealing of concrete pavement joints until after surface testing, correction of surface deficiencies, and all adjacent earth and paved shoulder construction has been completed.

**(C) Temperature**

Do not place joint sealant when the air temperature near the joint is less than 45°F or is 45°F and falling.

**(D) Sealing the Joint**

Immediately after sawing the joint to the dimensions as shown on the plans, completely remove the resulting slurry from the joint by flushing with a jet of water under pressure. Use sand blasting to clean joint faces before applying sealant. Make as many passes with a sand blaster as are necessary to provide a clean joint wall.

Blow all joints clear of deleterious materials with air using a nozzle pressure of at least 90 psi before installing the backer rod. Use rotary screw compressors for this purpose that are equipped with traps capable of removing water and oil from the air. Maintain the traps in accordance with manufacturer's instructions.

Apply sealer only on thoroughly clean and dry joints. Place the sealer to closely conform to dimensions shown on the plans. Any unreasonable deviation will be cause for rejection.

**(E) Cleaning Pavement**

After a joint has been sealed, remove surplus joint sealer on the pavement as soon as possible.

**700-13 USE OF NEW PAVEMENT OR SHOULDER**

Traffic or other heavy equipment will not be allowed on the concrete pavement or shoulder until the estimated flexural strength of the concrete using the maturity method has exceeded 450 psi unless otherwise permitted.

Estimate the flexural strength of concrete pavement in accordance with the most current version of ASTM C 1074 *Standard Practice for Estimating Concrete Strength by the Maturity Method* unless otherwise specified herein.

Furnish thermocouples or thermistors and digital data logging maturity meters that automatically compute and display the maturity index in terms of a temperature-time factor. The maturity meters must be capable of storing a minimum of 28 days worth of data and exporting data into an excel spreadsheet. Submit the proposed equipment to the Engineer for approval.

When establishing a strength-maturity relationship, perform flexural tests at ages 1, 3, 5, 7, 14 and 28 days in accordance with Test Method C 78. Substitute flexural strength in lieu of compressive strength when developing the strength-maturity relationship in accordance with ASTM C 1074.

Use the temperature-time factor maturity function to compute the maturity index from the measured temperature history of the concrete. Set the datum temperature at  $-10^{\circ}\text{C}$  to calculate the temperature-time factor in Equation 1 of ASTM C 1074.

Establish and submit a strength-maturity relationship in conjunction with each concrete pavement mix design. Determine the temperature-time factor corresponding to the strength-maturity relationship at 450 psi, TTF. Any changes to plant operations, material sources, or mix proportions will affect the strength-maturity relationship. If any changes occur during production, develop a new strength-maturity relationship unless otherwise directed.

Verify the strength-maturity relationship during the first day's production. Utilize the temperature-time factor developed at mix design TTF to verify the production strength-maturity relationship. Verify the strength-maturity relationship at a minimum of every 10 calendar days or when production is suspended for more than 10 days. If the verification sample's strength when tested at TTF is less than 450 psi, immediately suspend early opening of traffic on pavement that has not obtained TTF until a new strength-maturity relationship is developed.

No permanent traffic will be allowed on the pavement until construction of the joints, including all sawing, sealing, and curing that is required, has been completed.

Take particular care to protect the exposed pavement edges and ends.

#### **700-14 CONTRACTOR'S RESPONSIBILITY FOR PROCESS CONTROL**

Perform process control sampling and testing of concrete materials and operations in accordance with the requirements of Article 1000-3. The Contractor's roadway foreman and all personnel involved in the batching, sampling, testing, and acceptance of Portland cement concrete pavement shall be NCDOT certified Portland Cement Concrete Pavement Technicians.

#### **700-15 ACCEPTANCE TESTS FOR CONCRETE**

##### **(A) Responsibility**

The Engineer will conduct acceptance sampling and testing of concrete. Provide access to all materials to be sampled and tested. The following tests will be performed on both concrete pavement and concrete shoulders to determine acceptance.

##### **(B) Lot Definition**

A lot for acceptance purposes is defined and described in Article 710-4.

##### **(C) Air Content**

The air content of the concrete will be determined on the roadway at a frequency established by the Engineer, and in accordance with Subarticle 1000-3(B). The sample taken for determination of air content will be obtained immediately after the concrete has been discharged on the road.

Concrete failing to meet specification requirements for air content will be subject to rejection.

##### **(D) Slump**

The slump of the concrete will be determined in accordance with AASHTO T 119 at a frequency established by the Engineer. The sample taken for determination of slump will be obtained immediately after the concrete has been discharged on the road.

When the slump of the concrete is questionable by visual observation, do not place the concrete on the road until tested for slump by the Engineer.

Concrete failing to meet specification requirements for slump will be subject to rejection.

##### **(E) Flexural Strength**

Determine the flexural strength of concrete by testing a minimum of one set of two 6" x 6" x 20" beams at 28 calendar days. Test beams will be made by the Engineer from the concrete as it comes from the mixer. The beams will be made and cured in accordance with AASHTO T 23 except that immersion in saturated lime water will not be required. Beams will be tested by the Engineer in accordance with AASHTO T 97. Furnish curing facilities for the test beams in accordance with Section 725.

##### **(F) Thickness**

The thickness of the pavement will be determined by measurement of cores in accordance with AASHTO T 148 as modified by the Department. Copies of the modified test procedures are available upon request from the Construction Unit.

Take 4-inch diameter cores in the presence of the Engineer. Take the cores when the concrete has attained a flexural strength of at least 450 psi and at least 72 hours have elapsed since placement of the pavement. If the concrete has not attained a flexural strength of at least 600 psi, the gross vehicle weight rating of vehicles supporting the coring operation may not exceed 7,000 pounds. Take cores no later than 30 days after the pavement has been placed. The core locations for each lot will be selected at random by the Engineer.

Patch all core holes within 72 hours of taking the core, using a Department approved nonshrink grout compatible with the pavement or shoulder concrete.

**(G) Surface Smoothness**

Perform acceptance testing for surface smoothness on concrete pavements in accordance with Article 710-7.

**CONCRETE PAVEMENT**

Revise the *2002 Standard Specifications* as follows:

Page 7-8, Section 710

Delete the entire Section and insert the following:

**SECTION 710  
CONCRETE PAVEMENT**

**710-1 DESCRIPTION**

Perform the work covered by this section, including but not limited to designing the concrete mix; furnishing and placing concrete; furnishing of all admixtures and additives; constructing all joints and furnishing joint materials; marking the pavement; curing the pavement and furnishing all curing materials; furnishing concrete necessary for making test beams; performing maturity testing; coring and patching the pavement; calibrating and checking the operation of batching equipment; taking actions necessary to prevent or to repair cracking; sawing and sealing joints; removing and replacing of defective pavement; and constructing Portland cement concrete pavement in accordance with these Specifications and with the lines, grades and dimensions shown on the plans.

**710-2 MATERIALS**

**Refer to Division 10**

<b>Item</b>	<b>Section</b>
Portland Cement Concrete	1000
Curing Agents	1026
Joint Filler	1028-1
Low Modulus Silicone Sealant	1028-4
Water	1024-4

## Dowels and Tie Bars

1070-6

**710-3 COMPOSITION OF CONCRETE**

Design the concrete mix in accordance with Section 1000.

**710-4 ACCEPTANCE OF CONCRETE**

Test the concrete pavement for acceptance with respect to flexural strength and thickness on a lot by lot basis in accordance with the requirements of Article 700-15 and the following requirements:

For all concrete pavement, including mainline, shoulders, ramps, tapers, intersections, entrances, crossovers, and irregular areas not otherwise defined, produce a lot consisting of 1,333.3 square yards or fraction thereof placed within 28 calendar days. From each lot, make a minimum of one set of two 6" x 6" x 20" beams from a randomly selected batch of concrete. The average flexural strength of the two beams is considered one test. If Division of Highways personnel make and test additional sets of beams for a lot, these sets will be averaged with the original set to determine the flexural strength. In the case of low strength, the Engineer reserves the right to use beams made by certified Contractor personnel from the same sample of concrete and tested by Division of Highways personnel to evaluate the lot. If the Engineer elects to use these beams, the flexural strength of all additional beams tested will be averaged with the original two beam strengths to determine the flexural strength.

**710-5 CONSTRUCTION METHODS**

Construct concrete pavement in accordance with Section 700.

Place concrete in 2 lane minimum widths in a single operation except as follows:

1. Where the total number of lanes is an odd number, in which case one of the lanes may be placed in a separate operation.
2. Areas such as ramps or auxiliary lanes where the total width is less than 2 lanes.

**710-6 FINISHING**

Screed and float finish the concrete to the required cross section that minimizes or eliminates hand finishing. Additional water for finishing will not be allowed. Hand finishing will not be permitted except under the following conditions:

1. Narrow widths, or irregular areas, where operation of mechanical equipment is impractical.
2. In the event of breakdown of mechanical equipment, hand methods may be used to finish only that concrete deposited on the base when the breakdown occurred.
3. Abnormal circumstances of short duration subject to approval.

Produce a final finish on the pavement surface true to grade and uniform in appearance and free of irregular, rough, or porous areas.

Following the finishing of the pavement by screeding, floating, and checking with straightedges, further finish the surface of the pavement by burlap dragging, or other acceptable method to produce a uniform surface texture. Pull the burlap drag in a longitudinal direction.

Produce the final surface finish on all mainline pavement, auxiliary lanes, and ramps by mechanical equipment for grooving plastic concrete which utilizes spring steel tines. Hand

finishing may be permitted when the use of mechanical equipment is impractical. Use mechanical equipment that produces transverse grooves that are spaced at random intervals of 1/2", 5/8", or 3/4" center to center. Do not overlap adjacent grooving. Produce grooves in the hardened surface, which are 0.08 inches to 0.12 inches wide and 0.15 inches to 0.25 inches deep.

After final finishing, hand finishing may be required on the edges of pavement and/or joints whenever irregularities in surface texture or alignment occur. Care should be taken in hand finishing pavement edges in order to avoid ridges or high places that will prevent water from draining out of the transverse grooves.

The use of excessive water during the finishing operations will not be permitted.

#### **710-7 FINAL SURFACE TESTING**

Perform acceptance testing of the longitudinal profile of the finished pavement surface in the presence of the Engineer. Furnish and operate a Rainhart Profilograph (Model No. 860) to determine and record the longitudinal profile on a continuous graph (profilogram) for acceptance testing of the pavement. Take profiles the day after the pavement has been placed except where impractical, but in no event later than 72 hours following placement of the pavement.

Operate the profilograph over the pavement at a speed not exceeding 2 miles per hour. If a propulsion vehicle is used, it shall be approved, and the gross vehicle weight shall not exceed 1,000 pounds. Take profiles with the recording wheel parallel to and approximately 3.5 feet inside the two outer edges of the travel lanes and at the location of each longitudinal joint. Take profiles over the entire length of through lane and ramp pavement exclusive of structures and approach slabs. Take additional profiles only to define the limits of an out-of-tolerance surface variation. Upon completion of each day's testing, submit the profilograms to the Engineer for analysis. The Engineer will retain the profilograms.

At the beginning and end of each day's testing, and at other times as determined necessary, operate the profilograph over a calibration strip so that the Engineer can verify correct operation. The Engineer will select the section of pavement used as the calibration strip. Furnish obstructions of known dimensions and temporarily install them in the path of the profilograph. Operate the profilograph in the same manner as it is operated over pavement outside of the calibration strip.

Plot the profilogram at a horizontal scale of 25 feet per inch with the vertical scale plotted at a true scale. Record station numbers and reference lines on the profilograms, and make sure that the distances between reference locations do not exceed 200 feet.

The Engineer will determine the profile index in accordance with the procedure titled "Determination of Profile Index". Copies of this procedure can be obtained from the Construction Unit.

Construct the concrete so that the completed concrete pavement surface has a profile index (PI) along any line tested not exceeding 25 inch per mile, as determined with a 0.00 inch blanking band, over any 600 foot section of pavement. Individual deviations shall not exceed 0.3" over any 25 foot length of the line tested. Correct areas found to exceed this tolerance by grinding and texturing or by using other approved corrective measures that produce smooth and skid resistant surfaces. Verify corrective measures have obtained the smoothness requirements.

Promptly repair membrane curing compound damaged during acceptance testing.



In the event the Contractor does not produce a pavement surface that meets the requirements of this section, the Engineer may suspend the Contractor's operations until such time as the Contractor satisfies the Engineer, by making necessary adjustments to equipment, methods, or personnel, that he can produce a pavement surface that will meet these surface requirements.

The use of excessive grinding to meet these requirements will not be permitted. If more than 25% of the concrete surface area requires corrective action to meet the final surface testing criterion listed above, uniformly grind the entire project in accordance with the diamond grinding concrete pavement special provision contained elsewhere in the contract. Diamond grind the entire concrete pavement surface such that the surface has a profile index (PI) along any line tested not exceeding 20 inch per mile, as determined with a 0.00 inch blanking band, over any 600 foot section of pavement.

#### **710-8 PAVEMENT MARKING**

Mark the pavement at locations as shown on the plans with station numbers. Mark the pavement by pressing beveled-face metal dies between 4" and 6" high into the plastic concrete.

At locations where shoulder drain outlets are placed, mark the edge of pavement nearest the outlet to indicate the presence of the outlet. Provide a mark consisting of the letters "OL". Use the same marking procedure as for station numbers.

#### **710-9 THICKNESS TOLERANCES**

A lot for thickness acceptance testing is defined in Article 710-4.

To establish an adjusted unit price, if appropriate, for mainline pavement, take one four-inch diameter core from each lot at a random location as directed. Core each location in the presence of the Engineer and deliver the core to the Engineer for measurement.

Other areas such as intersections, entrances, crossovers, ramps, etc. will each be considered as one lot and the thickness of each of these lots will be determined separately. Small irregular areas may be included as part of another lot. Take one core for each 1,333.3 square yards of pavement or fraction thereof in the lot

When the measurement of the core from a lot is not deficient more than 0.2" from the plan thickness, full payment will be made. When such measurement is deficient by more than 0.2" and not more than 1.0" from the plan thickness, take 2 additional cores at intervals not less than 300 feet apart within the lot and determine the average of the 3 cores. In determining the average thickness of the pavement, the Engineer will use all 3 core measurements with the exception that measurements which are in excess of the plan thickness by more than 0.2" will be considered as the plan thickness plus 0.2". If the average measurement of these 3 cores is not deficient more than 0.2" from the plan thickness, full payment will be made. If the average measurement of the 3 cores is deficient more than 0.2" but not more than 1.0" from the plan thickness, an adjusted unit price provided in Subarticle 710-10(B) will be paid for the lot represented.

When the measurement of any core is less than the plan thickness by more than 1.0", the actual thickness of the pavement in this area will be determined by taking additional cores at not less than 10 foot intervals parallel to the center line in each direction from the affected location until in each direction a core is found which is not deficient by more than 1.0". Areas found deficient in thickness by more than 1.0" will be removed and replaced with concrete of the thickness shown on the plans. Exploratory cores for deficient thickness will not be used in averages for adjusted unit price. Patch all core holes within 72 hours of taking the core, using a Department approved nonshrink grout compatible with the pavement concrete.

**710-10 MEASUREMENT AND PAYMENT**

**(A) General**

The quantity of Portland cement concrete pavement to be paid for will be the actual number of square yards of concrete pavement that has been completed and accepted. In measuring this quantity, the width of the pavement will be as called for on the plans or as directed. The length will be the actual length constructed, measured along the centerline of the pavement.

Separate measurement will be made of pavement that is deficient in thickness by more than 0.2" and of pavement that is deficient in flexural strength.

No unit price adjustments on lots will be made until a final determination of the lot strength and depth is made. Pavement will be classified as through lane, ramp, or miscellaneous pavement in accordance with the classification shown on the plans.

**(B) Pavement Deficient In Thickness**

The quantities of portland cement concrete pavement which are deficient in thickness by more than 0.2" but not deficient by more than 1.0", measured as provided in Article 710-10, will be paid for at an adjusted price.

The adjusted contract unit price will be as follows:

<u>(%)</u>	<u>Deficiency, Inches</u>	<u>Pay Factor</u>
	0.00 to 0.20	100
	0.21 to 0.30	80
	0.31 to 0.40	72
	0.41 to 0.50	68
	0.51 to 0.75	57
	0.76 to 1.00	50

Pavement areas deficient in thickness by more than 1.0" will be removed and replaced.

Where pavement deficient by more than 1.0" is removed and replaced, the replacement pavement will be paid for at the contract unit price.

**(C) Concrete Pavement Varying In Flexural Strength**

The pay factor for pavement achieving a flexural strength in 28 days of 650 psi or greater is 100%. The pay factor for pavement achieving a flexural strength in 28 days between 600 psi and 650 psi is determined by the following formula:

$$\text{Pay Factor (\%)} = 100.0 - \left[ \frac{650 - \text{PSI}}{50} \right]$$

(pay factor rounded to nearest tenth of one percent)

The quantities of Portland cement concrete pavement that meet these criteria, will be paid for at an adjusted price. Any pavement that fails to attain 600 psi is subject to removal. If allowed to remain in place, the pavement will be accepted as provided in Article 105-3.

**(D) Multiple Adjustments in Price**

Pavement found deficient in both thickness and strength will be evaluated by the Engineer to determine if it may be permitted to remain in place. Pavement permitted to remain in place will be paid for at a reduced price determined by successively multiplying the contract price by the appropriate factor indicated for each deficiency.

**CONCRETE SHOULDERS**

Revise the *2002 Standard Specifications* as follows:

Page 7-14, Section 720

Delete the entire Section and insert the following:

**SECTION 720  
CONCRETE SHOULDERS**

**720-1 DESCRIPTION**

Perform the work covered by this section including but not limited to the construction of portland cement concrete shoulders in accordance with these Specifications and with the lines, grades, and dimensions shown on the plans; designing the mix; furnishing and placing the concrete shoulders; furnishing maturity testing equipment; furnishing all admixtures and additives; constructing joints; furnishing joint materials; curing the shoulder and furnishing curing materials; coring and patching core holes; taking actions to prevent or repair cracking; and removing and replacing unsatisfactory shoulder.

**720-2 MATERIALS**

Refer to Division 10

<b>Item</b>	<b>Section</b>
Portland Cement Concrete	1000
Curing Agents	1026

Joint Filler	1028-1
Low Modulus Silicone Sealant	1028-4
Water	1024-4
Dowels and Tie Bars	1070-6

### **720-3 COMPOSITION OF CONCRETE**

Design the concrete mix in accordance with Section 1000.

### **720-4 ACCEPTANCE OF CONCRETE**

Concrete shoulders will be tested for acceptance with respect to flexural strength and thickness on a lot by lot basis. A lot is defined in Article 710-4.

### **720-5 EQUIPMENT**

Use equipment in the production and placement of the concrete shoulders in accordance with Section 700 and Section 1000.

### **720-6 CONSTRUCTION METHODS**

Place the concrete shoulders only in the presence of an authorized representative of the Engineer. Construct concrete shoulders in accordance with Section 700.

Place the full width of the shoulder in a single operation.

### **720-7 FINISHING**

Finish the shoulder surface with approved equipment. Hand finishing will be permitted when the use of mechanical finishing equipment is impractical.

Perform the final finishing of the shoulder surface by burlap dragging or brooming, or other acceptable methods that will produce a similar surface texture acceptable to the Engineer.

### **720-8 JOINTS**

Construct and seal all joints in accordance with Article 700-11 and 700-12 except as provided in this article. Saw all joints in the concrete shoulder and seal with joint sealer as shown in the plans.

Dowels will not be required at the transverse joints in the concrete shoulder. Use tie bars between the concrete pavement and the concrete shoulder.

Match the transverse joints in the concrete shoulder with the transverse joints in the adjacent concrete pavement.

### **720-9 THICKNESS TOLERANCES**

The thickness of the shoulder will be determined by measurement of cores tested in accordance with AASHTO T 148 as modified by the Department. Copies of the modified test procedures are available upon request from the Construction Unit.

A lot for thickness acceptance testing is defined in Article 710-4.

Take one core from each lot at a random location as directed. Core each location in the presence of the Engineer. Take cores with a diameter of 4" and deliver them to the Engineer for measurement. When the required thickness for the shoulder varies, each core will be measured and compared to the required thickness for the shoulder at the location of the core. The deviation

of the measured core thickness from the required thickness will be recorded as a plus or minus value for each core. Thickness tolerances in Article 710-9 apply for concrete shoulders.

## **720-10 MEASUREMENT AND PAYMENT**

### **(A) General**

*Concrete Shoulders Adjacent to \_\_\_" Pavement* will be measured and paid for as the actual number of square yards of shoulders that have been completed and accepted. In measuring this quantity, the width of the shoulders will be as called for on the plans or as directed by the Engineer. The length will be the actual length constructed, measured along the surface of the shoulders at the centerline of each shoulder.

### **(B) Shoulder Deficient in Thickness**

Pay factors are determined in accordance with Subarticle 710-10(B). When the shoulder is deficient in thickness by more than 1", the Engineer will determine if the shoulder can be left in place or be removed and replaced. Where the Engineer determines the shoulder can be left in place, the shoulder will be accepted at a reduced contract price as provided in Article 105-3.

### **(C) Concrete Shoulder Varying In Flexural Strength**

Concrete shoulders shall meet the strength requirements of Subarticle 710-11(C).

The quantities of concrete shoulder that fail to meet 650 psi, measured as provided in Article 710-10, will be paid for at an adjusted price. The adjusted contract price will be determined by multiplying the contract price by the pay factor level determined for the average strength of concrete in each lot and will be applicable to the total square yards of concrete in each lot.

Where concrete shoulder deficient in strength is removed and replaced, the replacement pavement, if acceptable, will be paid for at the contract unit price for Concrete Shoulders Adjacent to \_\_\_ Inch Pavement, which price and payment will be full compensation for all work of placement, removal, and replacement.

### **(D) Multiple Adjustments in Price**

Concrete shoulder found deficient in both thickness and strength will be evaluated by the Engineer to determine if it may be permitted to remain in place. Concrete shoulder permitted to remain in place will be paid for at a reduced price determined by successively multiplying the contract price by the appropriate factor indicated for each deficiency.

## **FIELD LABORATORY FOR PORTLAND CEMENT CONCRETE PAVEMENT**

Revise the *2002 Standard Specifications* as follows:

Page 7-16, Section 725

Delete the entire Section and insert the following:

### **SECTION 725 FIELD LABORATORY FOR**

## PORTLAND CEMENT CONCRETE PAVEMENT

### 725-1 DESCRIPTION

Perform the work covered by this section including but not limited to providing and maintaining the building or trailer and the curing shelter for the exclusive use of the Engineer at concrete plants producing portland cement concrete for use in pavement to be constructed on the project; furnishing water, heat, electricity, and other utility services; and any other equipment that may be necessary.

### 725-2 GENERAL REQUIREMENTS

Furnish and maintain for the exclusive use of the Engineer a field office and laboratory in which to house and use all testing equipment needed. Provide a field office that is dust and water tight, floored, and has an adequate foundation so as to prevent excessive floor movement. Provide a field office which contains 6 or more 110 volt electrical double outlets properly grounded and spaced; a telephone; at least 2 windows, satisfactory locks on all doors and windows; adequate lighting, heating, and air conditioning; sink; running water to sink; and satisfactory exhaust fan. Provide a field office that meets the following approximate minimum requirements: 200 square feet of floor space; 10 feet interior width; 6 feet 6 inches interior height; 20 square feet of counter space, 2.5 to 3 feet high and 2 feet deep with cabinets or drawers below the counter top; and 6 square feet of desk space not enclosed with cabinets. Locate the office in a position that will permit full view of the plant from the interior of the office. At or near the office, furnish toilet facilities, with waste disposal, available for use by the Department personnel. Maintain these toilets in a neat and clean condition.

Provide a laboratory trailer adjacent to the field office that is at least 400 square feet in area, approximately 20 feet wide, 20 feet long, and 7 feet in height. Provide a laboratory trailer that contains 6 or more 110-volt electrical double outlets properly grounded and spaced; satisfactory locks on all doors and windows; adequate lighting, heating, and air conditioning; sink; running water to sink; and satisfactory exhaust fans. Provide two workbenches that are approximately 10 feet long, 2 feet wide, and 2.5 feet high. Install one workbench inside the trailer and the other across the end of the trailer. Provide a shelter or roof over the outside workbench to provide protection from weather.

Provide, in the laboratory, an adequate number of water storage tanks to hold all acceptance beams and any additional beams made for the purpose of determining early strengths.

Construct the water storage tanks of non-corroding materials and have requirements for automatic control of the water temperature. Maintain the water in the tank at a temperature of 73°F ±3°F. Equip each tank with a recording thermometer with its bulb located in the water. Provide sufficient tank volume to maintain all beams, stored with the long axis vertical, in a fully submerged condition for the duration of the required curing period.

Furnish a wooden mixing board at least 3/4" thick and approximately 4 feet wide and 4 feet long, which is covered on one side with sheet metal of at least 22 gage, at the shelter.

Provide facilities to maintain the test beams at temperature between 60°F and 80°F during curing.

**AVAILABILITY OF FUNDS - TERMINATION OF CONTRACTS**

In accordance with *General Statute 143-28.1 (6), Subsection (5) of G.S. 143-28.1* is hereby incorporated verbatim in this contract. *General Statute. 143-28.1(5)* is as follows:

“(5). Amounts Obligated - Payments subject to the Availability of Funds - Termination of Contracts. Highway maintenance and construction appropriations may be obligated in the amount of allotments made to the Department of Transportation by the Office of State Budget and Management for the estimated payments for maintenance and construction contract work to be performed in the appropriation fiscal year. The allotments shall be multi-year allotments and shall be based on estimated revenues and shall be subject to the maximum contract authority contained in subdivision (2) above. Payment for highway maintenance and construction work performed pursuant to contract in any fiscal year other than the current fiscal year will be subject to appropriations by the General Assembly. Highway maintenance and construction 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 highway maintenance or construction contract and any highway maintenance or construction 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 Design-Builder shall be given a written notice of termination at least 60 days before completion of schedule work for which funds are available. In the event of termination, the Design-Builder 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 Section 108-13 Item 5 of the Standard Special Provisions, Division 1 (found elsewhere in this proposal).

**NCDOT GENERAL SEED SPECIFICATION FOR SEED QUALITY** (1-26-05)

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

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

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

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

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

<u>Restricted Noxious Weed</u>	<u>Limitations per Lb. Of Seed</u>	<u>Restricted Noxious Weed</u>	<u>Limitations per Lb. of Seed</u>
Blessed Thistle	4 seeds	Bermudagrass	27 seeds
Cocklebur	4 seeds	Cornflower (Ragged Robin)	27 seeds
Spurred Anoda	4 seeds	Texas Panicum	27 seeds
Velvetleaf	4 seeds	Bracted Plantain	54 seeds
Morning-glory	8 seeds	Buckhorn Plantain	54 seeds
Corn Cockle	10 seeds	Broadleaf Dock	54 seeds
Wild Radish	12 seeds	Curly Dock	54 seeds
Purple Nutsedge	27 seeds	Dodder	54 seeds
Yellow Nutsedge	27 seeds	Giant Foxtail	54 seeds
Canada Thistle	27 seeds	Horsenettle	54 seeds
Field Bindweed	27 seeds	Quackgrass	54 seeds
Hedge Bindweed	27 seeds	Wild Mustard	54 seeds

Seed of Pensacola Bahiagrass shall not contain more than 7% inert matter, Kentucky Bluegrass and Fine or Hard Fescue shall not contain more than 5% inert matter whereas a maximum of 2% inert matter will be allowed on all other kinds of seed. In addition, all seed shall not contain



more than 2% other crop seed nor more than 1% total weed seed. The germination rate as tested by the North Carolina Department of Agriculture shall not fall below 70%, which includes both dormant and hard seed. Seed shall be labeled with not more than 7%, 5% or 2% inert matter (according to above specifications), 2% other crop seed and 1% total weed seed.

Exceptions may be made for minimum pure live seed allowances when cases of seed variety shortages are verified. Pure live seed percentages will be applied in a verified shortage situation. Those purchase orders of deficient seed lots will be credited with the percentage that the seed is deficient.

FURTHER SPECIFICATIONS FOR EACH SEED GROUP ARE GIVE BELOW:

Minimum 85% pure live seed; maximum 1% total weed seed; maximum 2% total other crop seed; maximum 144 restricted noxious weed seed per pound. Seed less than 83% pure live seed will not be approved.

Sericea Lespedeza  
Oats (seeds)

Minimum 80% pure live seed; maximum 1% total weed seed; maximum 2% total other crop; maximum 144 restricted noxious weed seed per pound. Seed less than 78% pure live seed will not be approved.

Tall Fescue (all approved varieties)	Bermudagrass
Kobe Lespedeza	Browntop Millet
Korean Lespedeza	German Millet - Strain R
Weeping Lovegrass	Centipedegrass
Carpetgrass	Clover - Red/White/Crimson

Minimum 78% pure live seed; maximum 1% total weed seed; maximum 2% total other crop seed; maximum 144 restricted noxious weed seed per pound. Seed less than 76% pure live seed will not be approved.

Common or Sweet Sundangrass

Minimum 76% pure live seed; maximum 1% total weed seed; maximum 2% total other crop seed; maximum 144 restricted noxious weed seed per pound. Seed less than 74% pure live seed will not be approved.

Rye (grain; all varieties)  
Kentucky Bluegrass (all approved varieties)  
Hard Fescue (all approved varieties)  
Shrub (bicolor) Lespedeza

Minimum 70% pure live seed; maximum 1% total weed seed; maximum 2% total other crop seed; maximum 144 restricted noxious weed seed per pound. Seed less than 70% pure live seed will not be approved.

Crownvetch  
Japanese Millet  
Reed Canary Grass

Pensacola Bahiagrass  
Switchgrass

Minimum 65% pure live seed; maximum 1% total weed seed; maximum 2% total other crop seed; maximum 144 restricted noxious weed seed per pound. Seed less than 60% pure live seed will not be approved.

Little Bluestem  
Switchgrass

Minimum 75% pure live seed; maximum 1% total weed seed; maximum 2% total other crop seed; maximum 144 restricted noxious weed seed per pound. Seed less than 70% pure live seed will not be approved.

Big Bluestem

Minimum 78% pure live seed; maximum 1% total weed seed; maximum 2% total other crop seed; maximum 144 restricted noxious weed seed per pound. Seed less than 73% pure live seed will not be approved.

Indiangrass

**STANDARD SPECIAL PROVISIONS****ERRATA** (4-19-05)

Correct the *2002 Standard Specifications* as follows:

**Page 1-61, Subarticle 108-10(A)**

In the first paragraph, first sentence, change the Article reference from 101-24 to 101-25. In the second paragraph, first sentence, add Article reference 101-46 and 101-49.

**Page 1-62, Subarticle 108-10(B) 3.**

In the third paragraph, first sentence, change the Article reference from 101-24 to 101-25; change Article reference 101-47 to 101-48; and change Article reference 101 - 48 to Article 101-49.

**Page 2-21, Subarticle 235-4(B)**

In the third sub-bullet under the eighth bullet in this subarticle, delete the word "subgrade" and insert the words "finished grade".

**Page 3-4, Article 300-10**

Change all references to 300-8 to 300-9.

**Page 5-9, Subarticle 520-3(A)**

Delete the words "at your option".

**Page 5-10, Subarticle 520-6(A)**

In the first sentence, add a period after "(B)" and delete the words "and (C)."

Delete the last sentence of the subarticle.

**Page 8-47, Subarticle 862-6**

Change the subarticle number from 862-6 to 862-7.

Change references in section from 862-5 to 862-6

**Page 8-49, Subarticle 864-4**

In the first paragraph, change the Article reference from 862-3 to **864-3**.

**Page 8-55, Subarticle 866-5(G)**

In the third pay item, insert the words "with Posts" after the word "Fence".

**Page 10-1, Subarticle 1000-3(A)**

In the second paragraph, change 550 psi to 600 psi (4.1 MPa).

**Page 10-2, Subarticle 1000-3(A)**

In the last sentence of the second paragraph on this page, change 550 psi to 600 psi (4.1 MPa).

**Page 10-5, Table 1000-1**

Under the column "Consistency Max. Slump" change the sub-heading 'Non-Vibrated' to 'Vibrated' and change the sub-heading 'Vibrated' to 'Non-Vibrated'. Under the column "Min. Cement Content" change the sub-heading 'Non-Vibrated' to 'Vibrated' and change the sub-heading 'Vibrated' to 'Non-Vibrated'.

**Page 10-17, Table 1005-2**

For Std. Size # 2S make the following changes:

- #50 (0.300) Sieve change the limits from 8 - 30 to **5 - 30**.
- #100 (0.150) Sieve change the limits from 0.5 - 10 to **0 - 10**.

For Std. Size # 2MS make the following changes:

- #50 (0.300) Sieve change the limits from 8 - 35 to **5 - 35**.
- #100 (0.150) Sieve change the limits from 0.5 - 20 to **0 - 20**.

**Page 15-3, Article 1505-3**

In the last paragraph of this article, change Article 300-6 to Article 300-7.

**Page 15-10, Article 1510-5**

In the fourth paragraph, insert a comma after the word "water".

**Page 15-18, Article 1530-2**

In the third paragraph on the page, change "Section 812" to "Section 340".

**Page 16-15, Article 1635-3(A)**

Substitute the second paragraph with the following:

Construct the rock pipe inlet sediment trap type-A with a minimum height of 18 inches (457.2 mm) and a minimum of 12 inches (304.8 mm) below the roadway shoulder or diversion point.

**AWARD OF CONTRACT**

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

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

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

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

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

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

EMPLOYMENT GOALS FOR MINORITY  
AND FEMALE PARTICIPATION

Economic Areas

Area 023 29.7%

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

Area 024 31.7%

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

Area 025 23.5%

Columbus County  
Duplin County  
Onslow County  
Pender County

Area 026 33.5%

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

Area 027 24.7%

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

Area 028 15.5%

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

Area 029 15.7%

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

Area 0480 8.5%

Buncombe County  
Madison County

Area 030 6.3%

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

SMSA Areas

Area 5720 26.6%

Currituck County

Area 9200 20.7%

Brunswick County  
New Hanover County

Area 2560 24.2%

Cumberland County

Area 6640 22.8%

Durham County  
Orange County  
Wake County

Area 1300 16.2%

Alamance County

Area 3120 16.4%

Davidson County  
Forsyth County  
Guiford County  
Randolph County  
Stokes County  
Yadkin County

Area 1520 18.3%

Gaston County  
Mecklenburg County  
Union County

Goals for Female

Participation in Each Trade

(Statewide) 6.9%



**REQUIRED CONTRACT PROVISIONS FEDERAL-AID CONSTRUCTION CONTRACTS** FHWA-1273

- I. General
- II. Nondiscrimination
- III. Nonsegregated Facilities
- IV. Payment of Predetermined Minimum Wage
- V. Statements and Payrolls
- VI. Record of Materials, Supplies, and Labor
- VII. Subletting or Assigning the Contract
- VIII. Safety: Accident Prevention
- IX. False Statements Concerning Highway Projects
- X. Implementation of Clean Air Act and Federal Water Pollution Control Act
- XI. Certification Regarding Debarment, Suspension Ineligibility, and Voluntary Exclusion
- XII. Certification Regarding Use of Contract Funds for Lobbying

**Attachments**

- A. Employment Preference for Appalachian Contracts (included in Appalachian contracts only)

**I. GENERAL**

1. These contract provisions shall apply to all work performed on the contract by the contractor's own organization and with the assistance of workers under the contractor's immediate superintendence and to all work performed on the contract by piecework, station work, or by subcontract.
2. Except as otherwise provided for in each section, the contractor shall insert in each subcontract all of the stipulations contained in these Required Contract Provisions, and further require their inclusion in any lower tier subcontract or purchase order that may in turn be made. The Required Contract Provisions shall not be incorporated by reference in any case. The prime contractor shall be responsible for compliance by any subcontractor or lower tier subcontractor with these Required Contract Provisions.
3. A breach of any of the stipulations contained in these Required Contract Provisions shall be sufficient grounds for termination of the contract.
4. A breach of the following clauses of the Required Contract Provisions may also be grounds for debarment as provided in 29 CFR 5.12:
  - Section I, paragraph 2;
  - Section IV, paragraphs 1, 2, 3, 4, and 7;
  - Section V, paragraphs 1 and 2a through 2g.
5. Disputes arising out of the labor standards provisions of Section IV (except paragraph 5) and Section V of these Required Contract Provisions shall not be subject to the general disputes clause of this contract. Such disputes shall be resolved in accordance with the procedures of the U.S. Department of Labor (DOL) as set forth in 29 CFR 5, 6, and 7. Disputes within the meaning of this clause include disputes between the contractor (or any of its subcontractors) and the contracting agency, the DOL, or the contractor's employees or their representatives.
6. **Selection of Labor:** During the performance of this contract, the contractor shall not:
  - a. discriminate against labor from any other State, possession, or territory of the United States (except for employment preference for Appalachian contracts, when applicable, as specified in Attachment A), or
  - b. employ convict labor for any purpose within the limits of the project unless it is labor performed by convicts who are on parole, supervised release, or probation.

**II. NONDISCRIMINATION**

(Applicable to all Federal-aid construction contracts and to all related subcontracts of \$10,000 or more.)

1. **Equal Employment Opportunity:** Equal employment opportunity (EEO) requirements not to discriminate and to take affirmative action to assure equal opportunity as set forth under laws, executive orders, rules, regulations (28 CFR 35, 29 CFR 1630 and 41 CFR 60) and orders of the Secretary of Labor as modified by the provisions prescribed herein, and imposed pursuant to 23 U.S.C. 140 shall constitute the EEO and specific affirmative action standards for the contractor's project activities under this contract. The Equal Opportunity Construction Contract Specifications set forth under 41 CFR 60-4.3 and the provisions of the American Disabilities Act of 1990 (42 U.S.C. 12101 *et seq.*) set forth under 28 CFR 35 and 29 CFR 1630 are incorporated by reference in this contract. In the execution of this contract, the contractor agrees to comply with the following minimum specific requirement activities of EEO:
  - a. The contractor will work with the State highway agency (SHA) and the Federal Government in carrying out EEO obligations and in their review of his/her activities under the contract.
  - b. The contractor will accept as his operating policy the following statement:
 

"It is the policy of this Company to assure that applicants are employed, and that employees are treated during employment, without regard to their race, religion, sex, color, national origin, age or disability. Such action shall include: employment, upgrading, demotion, or transfer; recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship, preapprenticeship, and/or on-the-job training."
2. **EEO Officer:** The contractor will designate and make known to the SHA contracting officers an EEO Officer who will have the responsibility for and must be capable of effectively administering and promoting an active contractor program of EEO and who must be assigned adequate authority and responsibility to do so.

3. **Dissemination of Policy:** All members of the contractor's staff who are authorized to hire, supervise, promote, and discharge employees, or who recommend such action, or who are substantially involved in such action, will be made fully cognizant of, and will implement, the contractor's EEO policy and contractual responsibilities to provide EEO in each grade and classification of employment. To ensure that the above agreement will be met, the following actions will be taken as a minimum:
  - a. Periodic meetings of supervisory and personnel office employees will be conducted before the start of work and then not less often than once every six months, at which time the contractor's EEO policy and its implementation will be reviewed and explained. The meetings will be conducted by the EEO Officer.
  - b. All new supervisory or personnel office employees will be given a thorough indoctrination by the EEO Officer, covering all major aspects of the contractor's EEO obligations within thirty days following their reporting for duty with the contractor.
  - c. All personnel who are engaged in direct recruitment for the project will be instructed by the EEO Officer in the contractor's procedures for locating and hiring minority group employees.
  - d. Notices and posters setting forth the contractor's EEO policy will be placed in areas readily accessible to employees, applicants for employment and potential employees.
  - e. The contractor's EEO policy and the procedures to implement such policy will be brought to the attention of employees by means of meetings, employee handbooks, or other appropriate means.
4. **Recruitment:** When advertising for employees, the contractor will include in all advertisements for employees the notation: "An Equal Opportunity Employer." All such advertisements will be placed in publications having a large circulation among minority groups in the area from which the project work force would normally be derived.
  - a. The contractor will, unless precluded by a valid bargaining agreement, conduct systematic and direct recruitment through public and private employee referral sources likely to yield qualified minority group applicants. To meet this requirement, the contractor will identify sources of potential minority group employees, and establish with such identified sources procedures whereby minority group applicants may be referred to the contractor for employment consideration.
  - b. In the event the contractor has a valid bargaining agreement providing for exclusive hiring hall referrals, he is expected to observe the provisions of that agreement to the extent that the system permits the contractor's compliance with EEO contract provisions. (The DOL has held that where implementation of such agreements have the effect of discriminating against minorities or women, or obligates the contractor to do the same, such implementation violates Executive Order 11246, as amended.)
  - c. The contractor will encourage his present employees to refer minority group applicants for employment. Information and procedures with regard to referring minority group applicants will be discussed with employees.
5. **Personnel Actions:** Wages, working conditions, and employee benefits shall be established and administered, and personnel actions of every type, including hiring, upgrading, promotion, transfer, demotion, layoff, and termination, shall be taken without regard to race, color, religion, sex, national origin, age or disability. The following procedures shall be followed:
  - a. The contractor will conduct periodic inspections of project sites to insure that working conditions and employee facilities do not indicate discriminatory treatment of project site personnel.
  - b. The contractor will periodically evaluate the spread of wages paid within each classification to determine any evidence of discriminatory wage practices.
  - c. The contractor will periodically review selected personnel actions in depth to determine whether there is evidence of discrimination. Where evidence is found, the contractor will promptly take corrective action. If the review indicates that the discrimination may extend beyond the actions reviewed, such corrective action shall include all affected persons.
  - d. The contractor will promptly investigate all complaints of alleged discrimination made to the contractor in connection with his obligations under this contract, will attempt to resolve such complaints, and will take appropriate corrective action within a reasonable time. If the investigation indicates that the discrimination may affect persons other than the complainant, such corrective action shall include such other persons. Upon completion of each investigation, the contractor will inform every complainant of all of his avenues of appeal.
6. **Training and Promotion:**
  - a. The contractor will assist in locating, qualifying, and increasing the skills of minority group and women employees, and applicants for employment.
  - b. Consistent with the contractor's work force requirements and as permissible under Federal and State regulations, the contractor shall make full use of training programs, i.e., apprenticeship, and on-the-job training programs for the geographical area of contract performance. Where feasible, 25 percent of apprentices or trainees in each occupation shall be in their first year of apprenticeship or training. In the event a special provision for training is provided under this contract, this subparagraph will be superseded as indicated in the special provision.
  - c. The contractor will advise employees and applicants for employment of available training programs and entrance requirements for each.
  - d. The contractor will periodically review the training and promotion potential of minority group and women employees and will encourage eligible employees to apply for such training and promotion.
7. **Unions:** If the contractor relies in whole or in part upon unions as a source of employees, the contractor will use his/her best efforts to obtain the cooperation of such unions to increase opportunities for minority groups and women within the unions, and to effect referrals by such unions of minority and female employees. Actions by the contractor either directly or through a contractor's association acting as agent will include the procedures set forth below:
  - a. The contractor will use best efforts to develop, in cooperation with the unions, joint training programs aimed toward qualifying more minority group members and women for membership in the unions and increasing the skills of minority group employees and women so that they may qualify for higher paying employment.
  - b. The contractor will use best efforts to incorporate an EEO clause into each union agreement to the end that such union will be contractually bound to refer applicants without regard to their race, color, religion, sex, national origin, age or disability.
  - c. The contractor is to obtain information as to the referral practices and policies of the labor union except that to the extent such information is within the exclusive possession of the labor union and such labor union refuses to furnish such

information to the contractor, the contractor shall so certify to the SHA and shall set forth what efforts have been made to obtain such information.

- d. In the event the union is unable to provide the contractor with a reasonable flow of minority and women referrals within the time limit set forth in the collective bargaining agreement, the contractor will, through independent recruitment efforts, fill the employment vacancies without regard to race, color, religion, sex, national origin, age or disability; making full efforts to obtain qualified and/or qualifiable minority group persons and women. (The DOL has held that it shall be no excuse that the union with which the contractor has a collective bargaining agreement providing for exclusive referral failed to refer minority employees.) In the event the union referral practice prevents the contractor from meeting the obligations pursuant to Executive Order 11246, as amended, and these special provisions, such contractor shall immediately notify the SHA.
8. **Selection of Subcontractors, Procurement of Materials and Leasing of Equipment:** The contractor shall not discriminate on the grounds of race, color, religion, sex, national origin, age or disability in the selection and retention of subcontractors, including procurement of materials and leases of equipment.
  - a. The contractor shall notify all potential subcontractors and suppliers of his/her EEO obligations under this contract.
  - b. Disadvantaged business enterprises (DBE), as defined in 49 CFR 23, shall have equal opportunity to compete for and perform subcontracts which the contractor enters into pursuant to this contract. The contractor will use his best efforts to solicit bids from and to utilize DBE subcontractors or subcontractors with meaningful minority group and female representation among their employees. Contractors shall obtain lists of DBE construction firms from SHA personnel.
  - c. The contractor will use his best efforts to ensure subcontractor compliance with their EEO obligations.
9. **Records and Reports:** The contractor shall keep such records as necessary to document compliance with the EEO requirements. Such records shall be retained for a period of three years following completion of the contract work and shall be available at reasonable times and places for inspection by authorized representatives of the SHA and the FHWA.
  - a. The records kept by the contractor shall document the following:
    1. The number of minority and non-minority group members and women employed in each work classification on the project;
    2. The progress and efforts being made in cooperation with unions, when applicable, to increase employment opportunities for minorities and women;
    3. The progress and efforts being made in locating, hiring, training, qualifying, and upgrading minority and female employees; and
    4. The progress and efforts being made in securing the services of DBE subcontractors or subcontractors with meaningful minority and female representation among their employees.
  - b. The contractors will submit an annual report to the SHA each July for the duration of the project, indicating the number of minority, women, and non-minority group employees currently engaged in each work classification required by the contract work. This information is to be reported on Form FHWA-1391. If on-the-job training is being required by special provision, the contractor will be required to collect and report training data.

### III. NONSEGREGATED FACILITIES

(Applicable to all Federal-aid construction contracts and to all related subcontracts of \$10,000 or more.)

- a. By submission of this bid, the execution of this contract or subcontract, or the consummation of this material supply agreement or purchase order, as appropriate, the bidder, Federal-aid construction contractor, subcontractor, material supplier, or vendor, as appropriate, certifies that the firm does not maintain or provide for its employees any segregated facilities at any of its establishments, and that the firm does not permit its employees to perform their services at any location, under its control, where segregated facilities are maintained. The firm agrees that a breach of this certification is a violation of the EEO provisions of this contract. The firm further certifies that no employee will be denied access to adequate facilities on the basis of sex or disability.
- b. As used in this certification, the term "segregated facilities" means any waiting rooms, work areas, restrooms and washrooms, restaurants and other eating areas, timeclocks, locker rooms, and other storage or dressing areas, parking lots, drinking fountains, recreation or entertainment areas, transportation, and housing facilities provided for employees which are segregated by explicit directive, or are, in fact, segregated on the basis of race, color, religion, national origin, age or disability, because of habit, local custom, or otherwise. The only exception will be for the disabled when the demands for accessibility override (e.g. disabled parking).
- c. The contractor agrees that it has obtained or will obtain identical certification from proposed subcontractors or material suppliers prior to award of subcontracts or consummation of material supply agreements of \$10,000 or more and that it will retain such certifications in its files.

### IV. PAYMENT OF PREDETERMINED MINIMUM WAGE

(Applicable to all Federal-aid construction contracts exceeding \$2,000 and to all related subcontracts, except for projects located on roadways classified as local roads or rural minor collectors, which are exempt.)

1. **General:**
  - a. All mechanics and laborers employed or working upon the site of the work will be paid unconditionally and not less often than once a week and without subsequent deduction or rebate on any account [except such payroll deductions as are permitted by regulations (29 CFR 3) issued by the Secretary of Labor under the Copeland Act (40 U.S.C. 276c)] the full amounts of wages and bona fide fringe benefits (or cash equivalents thereof) due at time of payment. The payment shall be computed at wage rates not less than those contained in the wage determination of the Secretary of Labor (hereinafter "the wage determination") which is attached hereto and made a part hereof, regardless of any contractual relationship which may be alleged to exist between the contractor or its subcontractors and such laborers and mechanics. The wage determination (including any additional classifications and wage rates conformed under paragraph 2 of this Section IV and the DOL poster (WH-1321) or Form FHWA-1495) shall be posted at all times by the contractor and its subcontractors at the site of the work in a prominent and accessible place where it can be easily seen by the workers. For the purpose of this Section, contributions made or costs reasonably anticipated for bona fide fringe benefits under Section 1(b)(2) of the Davis-Bacon Act (40 U.S.C. 276a) on behalf of laborers or mechanics are considered wages paid to such laborers or mechanics, subject to the provisions of Section IV, paragraph 3b, hereof. Also, for the purpose of this Section, regular contributions made or costs incurred for more than a weekly period (but not less often than quarterly)

under plans, funds, or programs, which cover the particular weekly period, are deemed to be constructively made or incurred during such weekly period. Such laborers and mechanics shall be paid the appropriate wage rate and fringe benefits on the wage determination for the classification of work actually performed, without regard to skill, except as provided in paragraphs 4 and 5 of this Section IV.

- b. Laborers or mechanics performing work in more than one classification may be compensated at the rate specified for each classification for the time actually worked therein, provided, that the employer's payroll records accurately set forth the time spent in each classification in which work is performed.
- c. All rulings and interpretations of the Davis-Bacon Act and related acts contained in 29 CFR 1, 3, and 5 are herein incorporated by reference in this contract.

**2. Classification:**

- a. The SHA contracting officer shall require that any class of laborers or mechanics employed under the contract, which is not listed in the wage determination, shall be classified in conformance with the wage determination.
- b. The contracting officer shall approve an additional classification, wage rate and fringe benefits only when the following criteria have been met:
  - 1. the work to be performed by the additional classification requested is not performed by a classification in the wage determination;
  - 2. the additional classification is utilized in the area by the construction industry;
  - 3. the proposed wage rate, including any bona fide fringe benefits, bears a reasonable relationship to the wage rates contained in the wage determination; and
  - 4. with respect to helpers, when such a classification prevails in the area in which the work is performed.
- c. If the contractor or subcontractors, as appropriate, the laborers and mechanics (if known) to be employed in the additional classification or their representatives, and the contracting officer agree on the classification and wage rate (including the amount designated for fringe benefits where appropriate), a report of the action taken shall be sent by the contracting officer to the DOL, Administrator of the Wage and Hour Division, Employment Standards Administration, Washington, D.C. 20210. The Wage and Hour Administrator, or an authorized representative, will approve, modify, or disapprove every additional classification action within 30 days of receipt and so advise the contracting officer or will notify the contracting officer within the 30-day period that additional time is necessary.
- d. In the event the contractor or subcontractors, as appropriate, the laborers or mechanics to be employed in the additional classification or their representatives, and the contracting officer do not agree on the proposed classification and wage rate (including the amount designated for fringe benefits, where appropriate), the contracting officer shall refer the questions, including the views of all interested parties and the recommendation of the contracting officer, to the Wage and Hour Administrator for determination. Said Administrator, or an authorized representative, will issue a determination within 30 days of receipt and so advise the contracting officer or will notify the contracting officer within the 30-day period that additional time is necessary.
- e. The wage rate (including fringe benefits where appropriate) determined pursuant to paragraph 2c or 2d of this Section IV shall be paid to all workers performing work in the additional classification from the first day on which work is performed in the classification.

**3. Payment of Fringe Benefits:**

- a. Whenever the minimum wage rate prescribed in the contract for a class of laborers or mechanics includes a fringe benefit which is not expressed as an hourly rate, the contractor or subcontractors, as appropriate, shall either pay the benefit as stated in the wage determination or shall pay another bona fide fringe benefit or an hourly case equivalent thereof.
- b. If the contractor or subcontractor, as appropriate, does not make payments to a trustee or other third person, he/she may consider as a part of the wages of any laborer or mechanic the amount of any costs reasonably anticipated in providing bona fide fringe benefits under a plan or program, provided, that the Secretary of Labor has found, upon the written request of the contractor, that the applicable standards of the Davis-Bacon Act have been met. The Secretary of Labor may require the contractor to set aside in a separate account assets for the meeting of obligations under the plan or program.

**4. Apprentices and Trainees (Programs of the U.S. DOL) and Helpers:**

- a. Apprentices:
  - 1. Apprentices will be permitted to work at less than the predetermined rate for the work they performed when they are employed pursuant to and individually registered in a bona fide apprenticeship program registered with the DOL, Employment and Training Administration, Bureau of Apprenticeship and Training, or with a State apprenticeship agency recognized by the Bureau, or if a person is employed in his/her first 90 days of probationary employment as an apprentice in such an apprenticeship program, who is not individually registered in the program, but who has been certified by the Bureau of Apprenticeship and Training or a State apprenticeship agency (where appropriate) to be eligible for probationary employment as an apprentice.
  - 2. The allowable ratio of apprentices to journeyman-level employees on the job site in any craft classification shall not be greater than the ratio permitted to the contractor as to the entire work force under the registered program. Any employee listed on a payroll at an apprentice wage rate, who is not registered or otherwise employed as stated above, shall be paid not less than the applicable wage rate listed in the wage determination for the classification of work actually performed. In addition, any apprentice performing work on the job site in excess of the ratio permitted under the registered program shall be paid not less than the applicable wage rate on the wage determination for the work actually performed. Where a contractor or subcontractor is performing construction on a project in a locality other than that in which its program is registered, the ratios and wage rates (expressed in percentages of the journeyman-level hourly rate) specified in the contractor's or subcontractor's registered program shall be observed.
  - 3. Every apprentice must be paid at not less than the rate specified in the registered program for the apprentice's level of progress, expressed as a percentage of the journeyman-level hourly rate specified in the applicable

wage determination. Apprentices shall be paid fringe benefits in accordance with the provisions of the apprenticeship program. If the apprenticeship program does not specify fringe benefits, apprentices must be paid the full amount of fringe benefits listed on the wage determination for the applicable classification. If the Administrator for the Wage and Hour Division determines that a different practice prevails for the applicable apprentice classification, fringes shall be paid in accordance with that determination.

4. In the event the Bureau of Apprenticeship and Training, or a State apprenticeship agency recognized by the Bureau, withdraws approval of an apprenticeship program, the contractor or subcontractor will no longer be permitted to utilize apprentices at less than the applicable predetermined rate for the comparable work performed by regular employees until an acceptable program is approved.
- b. Trainees:
1. Except as provided in 29 CFR 5.16, trainees will not be permitted to work at less than the predetermined rate for the work performed unless they are employed pursuant to and individually registered in a program which has received prior approval, evidenced by formal certification by the DOL, Employment and Training Administration.
  2. The ratio of trainees to journeyman-level employees on the job site shall not be greater than permitted under the plan approved by the Employment and Training Administration. Any employee listed on the payroll at a trainee rate who is not registered and participating in a training plan approved by the Employment and Training Administration shall be paid not less than the applicable wage rate on the wage determination for the classification of work actually performed. In addition, any trainee performing work on the job site in excess of the ratio permitted under the registered program shall be paid not less than the applicable wage rate on the wage determination for the work actually performed.
  3. Every trainee must be paid at not less than the rate specified in the approved program for his/her level of progress, expressed as a percentage of the journeyman-level hourly rate specified in the applicable wage determination. Trainees shall be paid fringe benefits in accordance with the provisions of the trainee program. If the trainee program does not mention fringe benefits, trainees shall be paid the full amount of fringe benefits listed on the wage determination unless the Administrator of the Wage and Hour Division determines that there is an apprenticeship program associated with the corresponding journeyman-level wage rate on the wage determination which provides for less than full fringe benefits for apprentices, in which case such trainees shall receive the same fringe benefits as apprentices.
  4. In the event the Employment and Training Administration withdraws approval of a training program, the contractor or subcontractor will no longer be permitted to utilize trainees at less than the applicable predetermined rate for the work performed until an acceptable program is approved.
- c. Helpers:

Helpers will be permitted to work on a project if the helper classification is specified and defined on the applicable wage determination or is approved pursuant to the conformance procedure set forth in Section IV.2. Any worker listed on a payroll at a helper wage rate, who is not a helper under an approved definition, shall be paid not less than the applicable wage rate on the wage determination for the classification of work actually performed.

5. **Apprentices and Trainees (Programs of the U.S. DOT):** Apprentices and trainees working under apprenticeship and skill training programs which have been certified by the Secretary of Transportation as promoting EEO in connection with Federal-aid highway construction programs are not subject to the requirements of paragraph 4 of this Section IV. The straight time hourly wage rates for apprentices and trainees under such programs will be established by the particular programs. The ratio of apprentices and trainees to journeymen shall not be greater than permitted by the terms of the particular program.
6. **Withholding:** The SHA shall upon its own action or upon written request of an authorized representative of the DOL withhold, or cause to be withheld, from the contractor or subcontractor under this contract or any other Federal contract with the same prime contractor, or any other Federally-assisted contract subject to Davis-Bacon prevailing wage requirements which is held by the same prime contractor, as much of the accrued payments or advances as may be considered necessary to pay laborers and mechanics, including apprentices, trainees, and helpers, employed by the contractor or any subcontractor the full amount of wages required by the contract. In the event of failure to pay any laborer or mechanic, including any apprentice, trainee, or helper, employed or working on the site of the work, all or part of the wages required by the contract, the SHA contracting officer may, after written notice to the contractor, take such action as may be necessary to cause the suspension of any further payment, advance, or guarantee of funds until such violations have ceased.
7. **Overtime Requirements:** No contractor or subcontractor contracting for any part of the contract work which may require or involve the employment of laborers, mechanics, watchmen, or guards (including apprentices, trainees, and helpers described in paragraphs 4 and 5 above) shall require or permit any laborer, mechanic, watchman, or guard in any workweek in which he/she is employed on such work, to work in excess of 40 hours in such workweek unless such laborer, mechanic, watchman, or guard receives compensation at a rate not less than one-and-one-half times his/her basic rate of pay for all hours worked in excess of 40 hours in such workweek.
8. **Violation:** Liability for Unpaid Wages; Liquidated Damages: In the event of any violation of the clause set forth in paragraph 7 above, the contractor and any subcontractor responsible thereof shall be liable to the affected employee for his/her unpaid wages. In addition, such contractor and subcontractor shall be liable to the United States (in the case of work done under contract for the District of Columbia or a territory, to such District or to such territory) for liquidated damages. Such liquidated damages shall be computed with respect to each individual laborer, mechanic, watchman, or guard employed in violation of the clause set forth in paragraph 7, in the sum of \$10 for each calendar day on which such employee was required or permitted to work in excess of the standard work week of 40 hours without payment of the overtime wages required by the clause set forth in paragraph 7.

9. **Withholding for Unpaid Wages and Liquidated Damages:**

The SHA shall upon its own action or upon written request of any authorized representative of the DOL withhold, or cause to be withheld, from any monies payable on account of work performed by the contractor or subcontractor under any such contract or any other Federal contract with the same prime contractor, or any other Federally-assisted contract subject to the Contract Work Hours and Safety Standards Act, which is held by the same prime contractor, such sums as may be determined to be necessary to satisfy any liabilities of such contractor or subcontractor for unpaid wages and liquidated damages as provided in the clause set forth in paragraph 8 above.

V. **STATEMENTS AND PAYROLLS**

(Applicable to all Federal-aid construction contracts exceeding \$2,000 and to all related subcontracts, except for projects located on roadways classified as local roads or rural collectors, which are exempt.)

1. **Compliance with Copeland Regulations (29 CFR 3):**

The contractor shall comply with the Copeland Regulations of the Secretary of Labor which are herein incorporated by reference.

2. **Payrolls and Payroll Records:**

- a. Payrolls and basic records relating thereto shall be maintained by the contractor and each subcontractor during the course of the work and preserved for a period of 3 years from the date of completion of the contract for all laborers, mechanics, apprentices, trainees, watchmen, helpers, and guards working at the site of the work.
- b. The payroll records shall contain the name, social security number, and address of each such employee; his or her correct classification; hourly rates of wages paid (including rates of contributions or costs anticipated for bona fide fringe benefits or cash equivalent thereof of the types described in Section 1(b)(2)(B) of the Davis Bacon Act); daily and weekly number of hours worked; deductions made; and actual wages paid. In addition, for Appalachian contracts, the payroll records shall contain a notation indicating whether the employee does, or does not, normally reside in the labor area as defined in Attachment A, paragraph 1. Whenever the Secretary of Labor, pursuant to Section IV, paragraph 3b, has found that the wages of any laborer or mechanic include the amount of any costs reasonably anticipated in providing benefits under a plan or program described in Section 1(b)(2)(B) of the Davis Bacon Act, the contractor and each subcontractor shall maintain records which show that the commitment to provide such benefits is enforceable, that the plan or program is financially responsible, that the plan or program has been communicated in writing to the laborers or mechanics affected, and show the cost anticipated or the actual cost incurred in providing benefits. Contractors or subcontractors employing apprentices or trainees under approved programs shall maintain written evidence of the registration of apprentices and trainees, and ratios and wage rates prescribed in the applicable programs.
- c. Each contractor and subcontractor shall furnish, each week in which any contract work is performed, to the SHA resident engineer a payroll of wages paid each of its employees (including apprentices, trainees, and helpers, described in Section IV, paragraphs 4 and 5, and watchmen and guards engaged on work during the preceding weekly payroll period). The payroll submitted shall set out accurately and completely all of the information required to be maintained under paragraph 2b of this Section V. This information may be submitted in any form desired. Optional Form WH-347 is available for this purpose and may be purchased from the Superintendent of Documents (Federal stock number 029-005-0014-1), U.S. Government Printing Office, Washington, D.C. 20402. The prime contractor is responsible for the submission of copies of payrolls by all subcontractors.
- d. Each payroll submitted shall be accompanied by a "Statement of Compliance," signed by the contractor or subcontractor or his/her agent who pays or supervises the payment of the persons employed under the contract and shall certify the following:
  1. that the payroll for the payroll period contains the information required to be maintained under paragraph 2b of this Section V and that such information is correct and complete;
  2. that such laborer or mechanic (including each helper, apprentice, and trainee) employed on the contract during the payroll period has been paid the full weekly wages earned, without rebate, either directly or indirectly, and that no deductions have been made either directly or indirectly from the full wages earned, other than permissible deductions as set forth in the Regulations, 29 CFR 3;
  3. that each laborer or mechanic has been paid not less than the applicable wage rate and fringe benefits or cash equivalent for the classification of work performed, as specified in the applicable wage determination incorporated into the contract.
- e. The weekly submission of a properly executed certification set forth on the reverse side of Optional Form WH-347 shall satisfy the requirement for submission of the "Statement of Compliance" required by paragraph 2d of this Section V.
- f. The falsification of any of the above certifications may subject the contractor to civil or criminal prosecution under 18 U.S.C. 1001 and 31 U.S.C. 231.
- g. The contractor or subcontractor shall make the records required under paragraph 2b of this Section V available for inspection, copying, or transcription by authorized representatives of the SHA, the FHWA, or the DOL, and shall permit such representatives to interview employees during working hours on the job. If the contractor or subcontractor fails to submit the required records or to make them available, the SHA, the FHWA, the DOL, or all may, after written notice to the contractor, sponsor, applicant, or owner, take such actions as may be necessary to cause the suspension of any further payment, advance, or guarantee of funds. Furthermore, failure to submit the required records upon request or to make such records available may be grounds for debarment action pursuant to 29 CFR 5.12.

VI. **RECORD OF MATERIALS, SUPPLIES, AND LABOR**

1. On all Federal-aid contracts on the National Highway System, except those which provide solely for the installation of protective devices at railroad grade crossings, those which are constructed on a force account or direct labor basis, highway beautification contracts, and contracts for which the total final construction cost for roadway and bridge is less than \$1,000,000 (23 CFR 635) the contractor shall:
  - a. Become familiar with the list of specific materials and supplies contained in Form FHWA-47, "Statement of Materials and Labor Used by Contractor of Highway Construction Involving Federal Funds," prior to the commencement of work under this contract.

- b. Maintain a record of the total cost of all materials and supplies purchased for and incorporated in the work, and also of the quantities of those specific materials and supplies listed on Form FHWA-47, and in the units shown on Form FHWA-47.
  - c. Furnish, upon the completion of the contract, to the SHA resident engineer on Form FHWA-47 together with the data required in paragraph 1b, relative to materials and supplies, a final labor summary of all contract work indicating the total hours worked and the total amount earned.
2. At the prime contractor's option, either a single report covering all contract work or separate reports for the contractor and for each subcontract shall be submitted.

#### VII. SUBLETTING OR ASSIGNING THE CONTRACT

1. The contractor shall perform with its own organization contract work amounting to not less than 30 percent (or a greater percentage if specified elsewhere in the contract) of the total original contract price, excluding any specialty items designated by the State. Specialty items may be performed by subcontract and the amount of any such specialty items performed may be deducted from the total original contract price before computing the amount of work required to be performed by the contractor's own organization (23 CFR 635).
  - a. "Its own organization" shall be construed to include only workers employed and paid directly by the prime contractor and equipment owned or rented by the prime contractor, with or without operators. Such term does not include employees or equipment of a subcontractor, assignee, or agent of the prime contractor.
  - b. "Specialty Items" shall be construed to be limited to work that requires highly specialized knowledge, abilities, or equipment not ordinarily available in the type of contracting organizations qualified and expected to bid on the contract as a whole and in general are to be limited to minor components of the overall contract.
2. The contract amount upon which the requirements set forth in paragraph 1 of Section VII is computed includes the cost of material and manufactured products which are to be purchased or produced by the contractor under the contract provisions.
3. The contractor shall furnish (a) a competent superintendent or supervisor who is employed by the firm, has full authority to direct performance of the work in accordance with the contract requirements, and is in charge of all construction operations (regardless of who performs the work) and (b) such other of its own organizational resources (supervision, management, and engineering services) as the SHA contracting officer determines is necessary to assure the performance of the contract.
4. No portion of the contract shall be sublet, assigned or otherwise disposed of except with the written consent of the SHA contracting officer, or authorized representative, and such consent when given shall not be construed to relieve the contractor of any responsibility for the fulfillment of the contract. Written consent will be given only after the SHA has assured that each subcontract is evidenced in writing and that it contains all pertinent provisions and requirements of the prime contract.

#### VIII. SAFETY: ACCIDENT PREVENTION

1. In the performance of this contract the contractor shall comply with all applicable Federal, State, and local laws governing safety, health, and sanitation (23 CFR 635). The contractor shall provide all safeguards, safety devices and protective equipment and take any other needed actions as it determines, or as the SHA contracting officer may determine, to be reasonably necessary to protect the life and health of employees on the job and the safety of the public and to protect property in connection with the performance of the work covered by the contract.
2. It is a condition of this contract, and shall be made a condition of each subcontract, which the contractor enters into pursuant to this contract, that the contractor and any subcontractor shall not permit any employee, in performance of the contract, to work in surroundings or under conditions which are unsanitary, hazardous or dangerous to his/her health or safety, as determined under construction safety and health standards (29 CFR 1926) promulgated by the Secretary of Labor, in accordance with Section 107 of the Contract Work Hours and Safety Standards Act (40 U.S.C. 333).
3. Pursuant to 29 CFR 1926.3, it is a condition of this contract that the Secretary of Labor or authorized representative thereof, shall have right of entry to any site of contract performance to inspect or investigate the matter of compliance with the construction safety and health standards and to carry out the duties of the Secretary under Section 107 of the Contract Work Hours and Safety Standards Act (40 U.S.C. 333).

#### IX. FALSE STATEMENTS CONCERNING HIGHWAY PROJECTS

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

##### NOTICE TO ALL PERSONNEL ENGAGED ON FEDERAL-AID HIGHWAY PROJECTS

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

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

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

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

*Shall be fined not more than \$10,000 or imprisoned not more than 5 years or both."*

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

(Applicable to all Federal-aid construction contracts and to all related subcontracts of \$100,000 or more.)

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

1. That any facility that is or will be utilized in the performance of this contract, unless such contract is exempt under the Clean Air Act, as amended (42 U.S.C. 1857 *et seq.*, as amended by Pub.L. 91-604), and under the Federal Water Pollution Control Act, as amended (33 U.S.C. 1251 *et seq.*, as amended by Pub.L. 92-500), Executive Order 11738, and regulations in implementation thereof (40 CFR 15) is not listed, on the date of contract award, on the U.S. Environmental Protection Agency (EPA) List of Violating Facilities pursuant to 40 CFR 15.20.
2. That the firm agrees to comply and remain in compliance with all the requirements of Section 114 of the Clean Air Act and Section 308 of the Federal Water Pollution Control Act and all regulations and guidelines listed thereunder.
3. That the firm shall promptly notify the SHA of the receipt of any communication from the Director, Office of Federal Activities, EPA, indicating that a facility that is or will be utilized for the contract is under consideration to be listed on the EPA List of Violating Facilities.
4. That the firm agrees to include or cause to be included the requirements of paragraph 1 through 4 of this Section X in every nonexempt subcontract, and further agrees to take such action as the government may direct as a means of enforcing such requirements.

#### XI. CERTIFICATION REGARDING DEBARMENT, SUSPENSION, INELIGIBILITY AND VOLUNTARY EXCLUSION

##### 1. Instructions for Certification - Primary Covered Transactions:

(Applicable to all Federal-aid contracts - 49 CFR 29)

- a. By signing and submitting this proposal, the prospective primary participant is providing the certification set out below.
- b. The inability of a person to provide the certification set out below will not necessarily result in denial of participation in this covered transaction. The prospective participant shall submit an explanation of why it cannot provide the certification set out below. The certification or explanation will be considered in connection with the department or agency's determination whether to enter into this transaction. However, failure of the prospective primary participant to furnish a certification or an explanation shall disqualify such a person from participation in this transaction.
- c. The certification in this clause is a material representation of fact upon which reliance was placed when the department or agency determined to enter into this transaction. If it is later determined that the prospective primary participant knowingly rendered an erroneous certification, in addition to other remedies available to the Federal Government, the department or agency may terminate this transaction for cause of default.
- d. The prospective primary participant shall provide immediate written notice to the department or agency to whom this proposal is submitted if any time the prospective primary participant learns that its certification was erroneous when submitted or has become erroneous by reason of changed circumstances.
- e. The terms "covered transaction," "debarred," "suspended," "ineligible," "lower tier covered transaction," "participant," "person," "primary covered transaction," "principal," "proposal," and "voluntarily excluded," as used in this clause, have the meanings set out in the Definitions and Coverage sections of rules implementing Executive Order 12549. You may contact the department or agency to which this proposal is submitted for assistance in obtaining a copy of those regulations.
- f. The prospective primary participant agrees by submitting this proposal that, should the proposed covered transaction be entered into, it shall not knowingly enter into any lower tier covered transaction with a person who is debarred, suspended, declared ineligible, or voluntarily excluded from participation in this covered transaction, unless authorized by the department or agency entering into this transaction.
- g. The prospective primary participant further agrees by submitting this proposal that it will include the clause titled "Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion-Lower Tier Covered Transaction," provided by the department or agency entering into this covered transaction, without modification, in all lower tier covered transactions and in all solicitations for lower tier covered transactions.
- h. A participant in a covered transaction may rely upon a certification of a prospective participant in a lower tier covered transaction that is not debarred, suspended, ineligible, or voluntarily excluded from the covered transaction, unless it knows that the certification is erroneous. A participant may decide the method and frequency by which it determines the eligibility of its principals. Each participant may, but is not required to, check the nonprocurement portion of the "Lists of Parties Excluded From Federal Procurement or Nonprocurement Programs" (Nonprocurement List) which is compiled by the General Services Administration.
- i. Nothing contained in the foregoing shall be construed to require establishment of a system of records in order to render in good faith the certification required by this clause. The knowledge and information of participant is not required to exceed that which is normally possessed by a prudent person in the ordinary course of business dealings.
- j. Except for transactions authorized under paragraph f of these instructions, if a participant in a covered transaction knowingly enters into a lower tier covered transaction with a person who is suspended, debarred, ineligible, or voluntarily excluded from participation in this transaction, in addition to other remedies available to the Federal Government, the department or agency may terminate this transaction for cause or default.

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##### Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion--Primary Covered Transactions

11. The prospective primary participant certifies to the best of its knowledge and belief, that it and its 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 3-year period preceding this proposal been convicted of or had a civil judgement 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 1b of this certification; and
  - d. Have not within a 3-year period preceding this application/proposal had one or more public transactions (Federal, State or local) terminated for cause or default.



- 12. Where the prospective primary participant is unable to certify to any of the statements in this certification, such prospective participant shall attach an explanation to this proposal.

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**2. Instructions for Certification - Lower Tier Covered Transactions:**

(Applicable to all subcontracts, purchase orders and other lower tier transactions of \$25,000 or more - 49 CFR 29)

- a. By signing and submitting this proposal, the prospective lower tier is providing the certification set out below.
- b. The certification in this clause is a material representation of fact upon which reliance was placed when this transaction was entered into. If it is later determined that the prospective lower tier participant knowingly rendered an erroneous certification, in addition to other remedies available to the Federal Government, the department, or agency with which this transaction originated may pursue available remedies, including suspension and/or debarment.
- c. The prospective lower tier participant shall provide immediate written notice to the person to which this proposal is submitted if at any time the prospective lower tier participant learns that its certification was erroneous by reason of changed circumstances.
- d. The terms "covered transaction," "debarred," "suspended," "ineligible," "primary covered transaction," "participant," "person," "principal," "proposal," and "voluntarily excluded," as used in this clause, have the meanings set out in the Definitions and Coverage sections of rules implementing Executive Order 12549. You may contact the person to which this proposal is submitted for assistance in obtaining a copy of those regulations.
- e. The prospective lower tier participant agrees by submitting this proposal that, should the proposed covered transaction be entered into, it shall not knowingly enter into any lower tier covered transaction with a person who is debarred, suspended, declared ineligible, or voluntarily excluded from participation in this covered transaction, unless authorized by the department or agency with which this transaction originated.
- f. The prospective lower tier participant further agrees by submitting this proposal that it will include this clause titled "Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion-Lower Tier Covered Transaction," without modification, in all lower tier covered transactions and in all solicitations for lower tier covered transactions.
- g. A participant in a covered transaction may rely upon a certification of a prospective participant in a lower tier covered transaction that is not debarred, suspended, ineligible, or voluntarily excluded from the covered transaction, unless it knows that the certification is erroneous. A participant may decide the method and frequency by which it determines the eligibility of its principals. Each participant may, but is not required to, check the Nonprocurement List.
- h. Nothing contained in the foregoing shall be construed to require establishment of a system of records in order to render in good faith the certification required by this clause. The knowledge and information of participant is not required to exceed that which is normally possessed by a prudent person in the ordinary course of business dealings.
- i. Except for transactions authorized under paragraph e of these instructions, if a participant in a covered transaction knowingly enters into a lower tier covered transaction with a person who is suspended, debarred, ineligible, or voluntarily excluded from participation in this transaction, in addition to other remedies available to the Federal Government, the department or agency with which this transaction originated may pursue available remedies, including suspension and/or debarment.

\* \* \* \* \*

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

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

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

(Applicable to all Federal-aid construction contracts and to all related subcontracts which exceed \$100,000 - 49 CFR 20)

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

## **TRAINING SPECIAL PROVISIONS**

This project special provision will not be applicable to those Design-Build Teams who have elected to participate in the Department's *Alternative On-The-Job Training Program*. In the event the Design-Build Team is participating in the Department's *Alternative On-The-Job Training Program*, the Civil Rights and Business Development Section of the Contractual Services Unit will certify that participation to the appropriate Highway Division and Resident Engineers.

This Training Special Provision supersedes subparagraph 7b of the Special Provision entitled "*Specific Equal Employment Opportunity Responsibilities*," (Attachment 1), and is in implementation of 23 USC 140(a). As a part of the Design Build Team's equal opportunity affirmative action program, training shall be provided as follows:

The Design Build Team shall provide on-the-job training aimed at developing full journey workers in the type of trade or classification involved. 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 number of trainees to be trained under this contract will be as specified in the Project Special Provisions included else where in the proposal form.

In the event that a Design Build Team subcontracts a portion of the contract work, he shall determine how many, if any, of the trainees are to be trained by the subDesign Build Team, provided, however, the Design Build Team shall maintain the primary responsibility for meeting the training requirements imposed by this special provision and the subDesign Build Team has an approved on-the-job training program. The Design Build Team shall also insure that this training special provision is made applicable to such subcontract. 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 skilled work classifications on the basis of the Design Build Team's needs and the availability of journey workers in the various classifications within a reasonable area of recruitment. Prior to commencing construction, the Design Build Team shall submit to the Department for approval the number of trainees to be trained in each selected classification and the training program to be used. Furthermore, the Design Build Team shall specify the starting time for training in each of the classifications on the form provided by the Department. That form shall be submitted by the Design Build Team to the Department on or before the date of the pre-construction conference. The Design Build Team 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 10 percent of the specific program requirement.

Training and upgrading of minorities and women toward journey worker\_status is a primary objective of this Training Special Provision. Accordingly, the Design Build Team shall make every effort to enroll minority trainees and women (e.g., by conducting systematic and direct recruitment through public and private resources likely to yield minority and women trainees) to the extent that such persons are available within a reasonable area of recruitment. The Design Build Team will be responsible for demonstrating the steps he has taken in the pursuance thereof, prior to a determination as to whether the Design Build Team is in compliance with this Training Special Provision. 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.

No employee shall be employed as a trainee in any classification in which he has successfully completed a training course leading to journey worker\_status or in which he has been employed as a journey worker. The Design Build Team should satisfy this requirement by including appropriate questions in the employee application or by other suitable means. Regardless of the method used, the Design Build Team's records should document the finding in each case.

The minimum length and type of training for each classification will be as established in the training program selected by the Design Build Team and approved by the Department. The Department shall approve a program if it is reasonably calculated to meet the equal employment opportunity obligations of the Design Build Team and to qualify the average trainee for journey worker status in the classification concerned by the end of the training period. Furthermore, apprenticeship programs registered with the US Department of Labor, Bureau of Apprenticeship and Training, or with a State apprenticeship agency recognized by the US Department of Labor, Manpower Administration, Bureau of Apprenticeship and Training, shall also be considered acceptable provided it is being administered in a manner consistent with the equal employment obligations of Federal-Aid highway construction contracts. Approval or acceptance of a training program shall be obtained from the Department prior to commencing work on the classification covered by the program. It is the intention of these provisions that training be provided in the construction crafts rather than clerk-typist or secretarial-type positions. Training is permissible in lower level management positions such as office engineers, estimators, timekeepers, etc., where the training is provided and approved by the Department and the Federal Highway Administration. Some offsite training is permissible as long as the training is an integral part of an approved training program and does not comprise a significant part of the overall training.

It is normally expected that a trainee will begin his training on the project as soon as feasible after the start of work utilizing the skill involved and remain on the project as long as training opportunities exist in the work classification or until he has completed his training program. It is not required that all trainees be on board for the entire length of the contract. A Design Build Team will have fulfilled his responsibilities under this training special provision if he has provided acceptable training to the number of trainees specified. The number trained shall be determined on the basis of the total number enrolled on the Design Build Team for a significant period.

Trainees will be paid at least 60 percent of the appropriate minimum journey worker's rate specified in the contract for the first half of the training period, 75 percent for the third quarter of the training period, and 90 percent for the last quarter of the training period, unless apprentices or trainees in an approved existing program are enrolled as trainees on this project. In that case, the appropriate rates approved by the Departments of Labor or Transportation in connection with the existing program shall apply to all trainees being trained for the same classification who are covered by this Training Special Provision.

The Design Build Team, providing the training, shall furnish the trainee a copy of the program he will be following. The Design Build Team shall provide each trainee with a certificate showing the type and length of training satisfactorily completed.

The Design Build Team will provide for maintenance of records and furnish periodic reports documenting his performance under this Training Special Provision.

**GENERAL DECISION NC030011 NC11**

Date: June 13, 2004

General Decision Number NC030011

Superseded General Decision No. NC020011

State: North Carolina

Construction Type: **HIGHWAY**

**Counties**

Alamance	Durham	Orange
Alexander	Forsyth	Randolph
Buncombe	Franklin	Rowan
Burke	Gaston	Stokes
Cabarrus	Guilford	Union
Catawba	Lincoln	Wake
Cumberland	Mecklenburg	<b>Yadkin</b>
Davidson	New Hanover	
Davie	Onslow	

**HIGHWAY CONSTRUCTION PROJECTS** (does not include tunnels, building structures in rest area projects, railroad construction, and, bascule, suspension and spandrel arch bridges, bridges designed for commercial navigation, and bridges involving marine construction, and other major bridges).

Modification Number  
0

Publication Date  
06/13/2003

**Counties**

Alamance	Durham	Orange
Alexander	Forsyth	Randolph
Buncombe	Franklin	Rowan
Burke	Gaston	Stokes
Cabarrus	Guilford	Union
Catawba	Lincoln	Wake
Cumberland	Mecklenburg	Yadkin
Davidson	New Hanover	
Davie	Onslow	

SUNC3002A 02/12/1990

	Rates	Fringes
Carpenter	7.63	
Concrete Finisher	7.52	
Electrician	10.26	
Ironworkers (reinforcing)	9.76	
Laborer		
Common	5.33	
Asphalt Lay Down Man	5.60	
Asphalt Raker	6.14	
Form Setter (road)	8.57	
Mason (brick, block, stone)	7.44	
Pipe Layer	6.23	
Power Tool Operator	8.28	
Power Equipment Operators		
Asphalt Distributor	6.78	
Asphalt Paver	7.47	
Bulldozer	7.33	
Bulldozer (utility)	6.72	
Concrete Curb Machine	7.09	
Concrete Finishing Machine	7.85	
Concrete Paver	6.90	
Crane, Backhoe, Shovel & Dragline (over 1 yd)	8.16	
Crane, Backhoe, Shovel & Dragline (1 yd and over)	6.95	
Drill Operator	7.34	
Grade Checker	5.45	
Gradeall	8.38	
Greaseman	6.49	
Loader	7.09	
Mechanic	8.47	
Motor Grader (Fine Grade)	8.04	
Motor Grader(Rough Grade)	7.68	
Oiler	5.88	
Roller (Finisher)	6.70	
Roller (Rough)	5.65	
Scraper	6.63	
Screed Asphalt	7.09	
Stone Spreader	6.02	
Stripping Machine Operator	6.00	
Subgrade Machine	7.13	
Sweeper	5.80	
Tractor (Utility)	5.47	

**TRUCK DRIVERS**

Trucks – Single Rear Axle	5.42
Trucks – Multi Rear Axle	6.08
Trucks – Heavy Duty	9.47

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

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

In the listing above, the "SU" designation means that rates listed under that identifier do not reflect collectively bargained wage and fringe benefit rates. Other designations indicate unions whose rates have been determined to be prevailing.

**WAGE DETERMINATION APPEALS PROCESS**

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

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

On survey related matters, initial contact, including requests for summaries of surveys, should be with the Wage and Hour Regional Office for the area in which the survey was conducted because those Regional Offices have responsibility for the Davis-Bacon survey program. If the response from this initial contact is not satisfactory, then the process described in 2.) and 3.) should be followed.

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

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

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

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

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

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

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

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

END OF GENERAL DECISION



**STANDARD SPECIAL PROVISIONS****DIVISION 1****GENERAL REQUIREMENTS****SECTION 101****DEFINITIONS OF TERMS****101-1 GENERAL**

Whenever the terms defined in this section are used in those specifications, in any of the contract documents, or on the plans, the intended meaning of such terms shall be as defined in this section.

**101-2 ABBREVIATIONS**

AAN	_____	American Association of Nurserymen
AAR	_____	Association of American Railroads
AASHTO	_____	American Association of State Highway and Transportation Officials
ACI	_____	American Concrete Institute
ADT	_____	Annual Average Daily Traffic
AED	_____	Associated Equipment Distributors
AGC	_____	Associated General Contractors of America
AIA	_____	American Institute of Architects
AISC	_____	American Institute of Steel Construction
AISI	_____	American Iron and Steel Institute
ANSI	_____	American National Standards Institute, Inc.
ARA	_____	American Railway Association
AREA	_____	American Railway Engineering Association
ASLA	_____	American Society of Landscape Architects
ASTM	_____	American Society for Testing and Materials
AWWA	_____	American Water Works Association
AWS	_____	American Welding Society
AWPA	_____	American Wood Preserver's Association
CRSI	_____	Concrete Reinforcing Steel Institute
DHV	_____	Design Hourly Volume
EI	_____	Edison Electric Institute
FHWA	_____	Federal Highway Administration, U.S. Department of Transportation
FSS	_____	Federal Specifications and Standards, General Services Administration
GS	_____	General Statutes of North Carolina
IES	_____	Illuminating Engineering Society
NEC	_____	National Electrical Code
NEMA	_____	National Electrical Manufacturers Association
NESC	_____	National Electrical Safety Code
SPIB	_____	Southern Pine Inspection Bureau
SSPC	_____	Steel Structures Painting Council
UL	_____	Underwriters' Laboratories, Inc.
AMRL	_____	AASHTO Materials Reference Laboratory
CCRL	_____	Cement and Concrete Reference Laboratory

**101-3 ACT OF GOD.**

Events in nature so extraordinary that the history of climate variations and other conditions in the particular locality affords no reasonable warning of them.

**101-4 ADDITIONAL WORK.**

Additional work is that which results from a change or alteration in the contract and for which there are existing contract unit prices, provided in the original contract or an executed supplemental agreement.

**101-5 ADMINISTRATOR.**

The State Highway Administrator.

**101-6 ADVERTISEMENT.**

The public advertisement inviting Request for Qualifications for the design and construction of specific projects.

**101-7 ARTICLE.**

A primary numbered subdivision of a section of the standard specifications.

**101-8 AWARD.**

The decision of the Board of Transportation to accept the proposal of the selected Design-Builder for work which is subject to the furnishing of payment and performance bonds, and such other conditions as may be otherwise provided by law, the Request for Proposals, and the Standard specifications.

**101-9 BASE COURSE.**

That portion of the pavement structure of planned thickness placed immediately below the pavement or surface course.

**101-10 BID (OR PROPOSAL).**

The offer of a Design-Builder in the form of a Design-Build price proposal and a Design-Build technical proposal to perform the work and to furnish the labor and materials at the prices quoted.

**101-11 BID BOND OR BID DEPOSIT.**

The security furnished by the Proposer with his proposal as guaranty that he will furnish the required bonds and execute such documents as may be required if his proposal is accepted.

**101-12 BIDDER.**

An individual, partnership, firm, corporation, or joint venture formally submitting a proposal for the work contemplated. On Design-Build projects the word refers to respondents to the Design-Build Proposal invitation.

**101-13 BOARD OR BOARD OF TRANSPORTATION.**

The Board created by the provisions of G.S. 143B-350 for the purpose of formulating policies and priorities for the Department of Transportation, and awarding all state highway construction contracts.

**101-14 BRIDGE.**

A structure including supports, erected over a depression or an obstruction such as water, highway, or railway, and having a track or passage way for carrying traffic or other moving loads and having a length measured along the center of the roadway of more than 20 feet between undercopings of end supports, spring lines of arches, or between extreme ends of openings for multiple reinforced concrete box structures.

Bridge Length. The length of a bridge structure is the overall length measured along the line of survey stationing back to back of backwalls of abutments, if present, otherwise end to end of the bridge floor.

Bridge Width. The clear width measured at right angles to the longitudinal centerline of the bridge between the bottom of curbs, guard timbers or face of parapets, or in the case of multiple height of curbs, between the bottoms of the lower risers.

**101-15 CALENDAR DAY.**

A day shown on the calendar beginning and ending at midnight.

**101-16 CHIEF ENGINEER.**

The Chief Engineer, Operations, Division of Highways, North Carolina Department of Transportation.

**101-17 COMPLETION DATE.**

That date set forth in the special provisions or as revised by authorized extensions, by which date it is required that the work set forth in the contract be satisfactorily completed.

**101-18 CONSTRUCTION EASEMENT.**

A right owned by the Department of Transportation in a parcel of land owned by a third party outside the highway right of way for the purpose of containing construction which exceeds the right of way.

**101-19 CONTRACT.**

The executed agreement between the Department of Transportation and the successful Proposer, covering the performance of the work and the compensation therefor.

The term contract is all inclusive with reference to all written agreements affecting a contractual relationship and all documents referred to therein. The contract shall specifically include, but not be limited to, the Design-Build Package, the Design-Build Technical Proposal, the Design-Build Price Proposal, the printed contract form and all attachments thereto, the contract bonds, the plans, the standard specifications and all supplemental specifications thereto, the standard special provisions and the project special provisions contained in the Design-Build Package, and all executed supplemental agreements, all of which shall constitute one instrument.

**101-20 CONTRACT ITEM.**

A specifically described unit of work for which a unit or lump sum price is provided in the original contract or an executed supplemental agreement. Synonymous with "Pay Item".

**101-21 CONTRACT LUMP SUM PRICE.**

The amount proposed for a lump sum item that has been submitted by the Design-Builder in his price proposal.

**101-22 CONTRACT PAYMENT BOND.**

A bond furnished by the Design-Builder and his corporate surety securing the payment of those furnishing labor, materials, and supplies for the design and construction of the project.

**101-23 CONTACT PERFORMANCE BOND.**

A bond furnished by the Design-Builder and his corporate surety guaranteeing the performance of the contract.

**101-24 CONTRACT TIME.**

The number of calendar days inclusive between the date of availability and the completion date, said dates being set forth in the contract, including authorized extensions to the completion date.

**101-25 CONTRACT UNIT PRICE.**

The unit price for a unit item established in an executed supplemental agreement.

**101-26 CONTRACTOR.**

The successful Proposer to whom the contract has been awarded, and who has executed the contract documents and furnished acceptable contract bonds.

**101-27 CULVERT.**

Any structure not classified as a bridge, which provides an opening under the roadway.

**101-28 CURRENT CONTROLLING OPERATION OR OPERATIONS.**

Any operation or operations, as determined by the Engineer, which if delayed would delay the completion of the project.

**101-29 DATE OF AVAILABILITY.**

That date set forth in the Request for Proposals, by which it is anticipated that the Contract will be executed and sufficient design efforts or work sites within the project limits will be available for the Design-Builder to begin his controlling operations or design.

**101-30 DEPARTMENT OR DEPARTMENT OF TRANSPORTATION.**

A principal department of the Executive Branch which performs the functions of planning, design, construction, and maintenance of an integrated statewide transportation system.

**101-31 DIVISION OF HIGHWAYS.**

The division of the Department of Transportation which, under the direction of the Secretary of Transportation, carries out state highway planning, design, construction, and maintenance functions assigned to the Department of Transportation.

**101-32 DRAINAGE EASEMENT.**

A right, owned by the Department of Transportation, in a parcel of land owned by a third party outside the highway right of way, to construct and maintain ditches, channels, or structures for directing the course and flow of water outside the highway right of way.

**101-33 EASEMENT.**

A property right to use or control real property of another.

**101-34a. DIRECTOR OF CONSTRUCTION IN LIEU OF CHIEF ENGINEER.**

Wherever the term *Chief Engineer or Chief Engineer of Operations* occurs in the Specifications, the actions and responsibilities referred to will be performed by the Director of Construction, Division of Highways, North Carolina Department of Transportation, acting directly or through his duly authorized representative.

**101-34b. ENGINEER.**

The Chief Engineer of Operations, and/or Director of Construction, Division of Highways, North Carolina Department of Transportation, acting directly or through his duly authorized representatives.

**101-35 EQUIPMENT.**

All machinery and equipment, together with the necessary supplies, tools, and apparatus for upkeep and maintenance, all of which are necessary for the proper construction and acceptable completion of the work.

**101-36 EXTRA WORK.**

Work found necessary or desirable to complete fully the work as contemplated in the contract for which payment is not provided for by the contract unit or lump sum prices in the original contract. Extra work shall not be work which in the terms of the specifications and special provisions is incidental to work for which there is a contract price or work for which payment is included in some other contract unit or lump sum price.

**101-37 FINAL ACCEPTANCE DATE.**

That date on which all work set forth in the contract and work modified by the Engineer is satisfactorily completed excluding any observation periods not specifically made a part of the work by the specifications or special provisions.

**101-38 FINAL ESTIMATE.**

The document which contains a final statement of all quantities and total dollar amount for each item of work performed during the life of the contract including any adjustments to those amounts made under the terms of the contract. The final statement will be titled The Final Estimate and will be the document utilized to document final payment to the Design-Builder. Receipt of this document by the Design-Builder will begin the time frame for filing of a verified claim with the Department as provided for in G.S. 136-29 of the General Statutes of North Carolina.

**101-39 FINAL ESTIMATE ASSEMBLY.**

As constructed plans and other project records which establish the final statement of quantities to be paid and document work performed on the project.

**101-40 FORCE ACCOUNT NOTICE.**

A written notice to the Design-Builder that extra work ordered by the Engineer will be paid for as force account work.

**101-41 FORCE ACCOUNT WORK.**

Work that is paid for in accordance with Article 109-3 or on the basis of the force account formula provided in the contract.

**101-42 HIGHWAY.**

A general term denoting a public way for purposes of vehicular travel, including the entire area within the right of way. Synonymous with "Road" and "Street".

**101-43 HOUR.**

One of the 24 equal parts of a day.

**101-44 INSPECTOR.**

The authorized representative of the Engineer assigned to make a detailed inspection of any or all portions of the work and materials.

**101-45 INTERMEDIATE COMPLETION DATE.**

That date set forth in the contract or as revised by authorized extensions, by which date it is required that the portion of work set forth in the contract be satisfactorily completed.

**101-46 INTERMEDIATE COMPLETION TIME.**

The time set forth in the contract or as revised by authorized extensions, by which it is required that the portion of work set forth in the contract be satisfactorily completed.

**101-47 INTERMEDIATE CONTRACT TIME (DAYS).**

The number of calendar days inclusive between the date of availability and the completion date, said dates being set forth in the special provisions, including authorized extensions to the intermediate completion date.

**101-48 INTERMEDIATE CONTRACT TIME (HOURS).**

The number of hours inclusive between the time of availability and the intermediate completion time, said times being set forth in the special provisions, including authorized extensions to the intermediate completion time.

**101-49 INVERT.**

The lowest point in the internal cross section of a pipe or other culvert.

**101-50 INVITATION TO BID.**

The notification that proposals will be received for the design and construction of specific projects.

**101-51 LABORATORY.**

The testing laboratory of the Department of Transportation, Design-Builder, or any other testing laboratory which may be designated or approved by the Engineer.

**101-52 LOCAL TRAFFIC.**

Traffic which must use the facility under construction in order to reach its destination.

**101-53 MAJOR AND MINOR CONTRACT ITEMS.**

Major contract items are listed as such in the project special provisions. All other original contract items and extra work shall be considered as minor items.

**101-54 MATERIALS.**

Any substances which may be incorporated into the construction of the project.

**101-55 MEDIAN.**

The center section of a divided highway which separates the traffic lanes in one direction from the traffic lanes in the opposite direction.

**101-56 PAVEMENT STRUCTURE.**

The combination of base and surface courses placed on a subgrade to support the traffic load and distribute it to the roadbed.

**101-57 PAY ITEM.**

Synonymous with "Contract Item".

**101-58 PLANS.**

The project plans, Standard Drawings, working drawings and supplemental drawings, or reproductions thereof, accepted by the Engineer, which show the location, character, dimensions and details of the work to be performed.

**(A) Standard Drawings:**

Drawings approved for repetitive use, showing details to be used where appropriate. All Standard Drawings approved by the Department plus subsequent revisions and additions. Standard Drawings are available for purchase from:

Randy A. Garris, PE  
State Contract Officer  
1591 Mail Service Center  
Raleigh, NC 27699-1591

**(B) Preliminary Plans:**

Department-furnished drawings included as part of the Design-Build Package.

**(C) Project Plans:**

Construction drawings prepared, sealed and completed by the Design-Builder. Specific details and dimensions peculiar to the work, which are completed by the Design-Builder.

**(D) Working Drawings and Supplemental Drawings:**

Supplemental design sheets, shop drawings, or similar data which the Design-Builder is required to submit to the Engineer as described in the Scope of Work.

(E) **As-Constructed Drawings:**

Final drawings prepared by the Design-Builder, documenting the details and dimensions, of the completed work.

**101-59 PROJECT.**

The specific section of the highway together with all appurtenances, and the design and construction to be performed thereon under the contract.

**101-60 PROJECT SPECIAL PROVISIONS.**

Special provisions peculiar to the project and not otherwise thoroughly or appropriately set forth in the standard specifications or plans.

**101-61 PROPOSAL FORM.**

This definition is deleted for this project.

**101-62 RIGHT OF WAY.**

The land area shown on the plans as right of way within which the project is to be constructed.

**101-63 ROAD.**

Synonymous with "Highway" and "Street".

**101-64 ROADBED.**

The graded portion of a highway usually considered as the area between the intersections of top and side slopes, upon which the base course, surface course, shoulders, and median are constructed.

**101-65 ROADSIDE.**

A general term denoting the area within the limits of the right of way adjoining the outer edge of the roadway. Extensive areas between the roadways of a divided highway may also be considered roadside.

**101-66 ROADWAY.**

The portion of a highway within limits of construction.

**101-67 SECTION.**

A numbered chapter of the standard specifications.

**101-68 SHOULDER.**

The portion of the roadway adjacent to the traveled way for accommodation of stopped vehicles, for emergency use, and for lateral support of base and surface courses.

**101-69 SIDEWALK.**

That portion of the roadway primarily constructed for pedestrian traffic.



**101-70 SKEW ANGLE.**

The angle between the centerline of the project and the centerline of a pipe, culvert, bridge pier, bent, abutment, or other drainage feature, measured to the right of the project centerline facing in the direction of progressing stations.

**101-71 SPECIAL PROVISIONS.**

Project special provisions and standard special provisions taken together as one body of special provisions.

**101-72 SPECIFICATIONS.**

The general term comprising all the directions, provisions, and requirements contained or referred to in the standard specifications, including the supplemental specifications, together with such additional directions, provisions, and requirements which may be added or adopted as special provisions.

**101-73 STANDARD SPECIAL PROVISIONS.**

Special directions or requirements not otherwise thoroughly or appropriately set forth in the standard specifications and which are peculiar to a selected group of projects.

**101-74 STANDARD SPECIFICATIONS.**

The general term comprising all the directions, provisions, and requirements contained or referred to in this book entitled "Standard Specifications for Roads and Structures", and in any subsequent revisions or additions to such book that are issued under the title "Supplemental Specifications".

**101-75 STATE.**

The State of North Carolina.

**101-76 STATION.**

A station, when used as a term of measurement, will be 100 linear feet measured horizontally. When used as a location, it will be designated point on the project.

**101-77 STREET.**

Synonymous with "Highway" and "Road".

**101-78 SUBCONTRACTOR.**

An individual, partnership, firm, joint venture, or corporation to whom the Design-Builder, with the written consent of the Engineer, sublets any part of the contract.

**101-79 SUBGRADE.**

That portion of the roadbed prepared as a foundation for the pavement structure including curb and gutter. On portions of projects, which do not include the construction of a base course or pavement, the presence of the subgrade will not be recognized during the life of such contract.

**101-80 SUBSTRUCTURE.**

All of that part of the structure below the bearings of simple and continuous spans, spans, skew back of arches and tops of footings of rigid frames, together with the backwalls, and wingwalls.

**101-81 SUPERINTENDENT.**

The representative of the Design-Builder authorized to supervise and direct the construction for the Design-Builder and to receive and fulfill directions from the Engineer.

**101-82 SUPERSTRUCTURE.**

All of the part of the structure exclusive of the substructure.

**101-83 SUPPLEMENTAL AGREEMENT.**

A written agreement between the Design-Builder and the Department of Transportation covering amendments to the contract.

**101-84 SUPPLEMENTAL SPECIFICATIONS.**

General revisions or additions to this book of standard specifications which are issued under the title of "Supplemental Specifications", and which shall be considered as part of the standard specifications; or specifications, regulations, standards, or codes referenced in the contract documents.

**101-85 SURETY.**

A corporate bonding company furnishing the bid bond or furnishing the contract payment and performance bonds.

**101-86 TEMPORARY CONSTRUCTION EASEMENT.**

A temporary right, owned by the Department of Transportation, in a parcel of land owned by a third party outside the highway right of way, for the use of the Department of Transportation during the construction and which reverts to the third party on completion of construction.

**101-87 THROUGH TRAFFIC.**

Traffic which can reach its destination by a route or routes other than the facility under construction.

**101-88 TIME OF AVAILABILITY.**

That time, set forth in the special provisions, by which it is anticipated that sufficient work sites within the project limits will be available for the Design-Builder to begin his controlling operations.

**101-89 TOTAL AMOUNT BID.**

Same as total price bid. The total amount bid will be considered to be the correct sum total obtained by adding together the amounts bid for every item in the Design-Build Price proposal.

**101-90 UNBALANCED BID.**

A bid which includes any unbalanced bid price.

**101-91 UNBALANCED BID PRICE.**

A unit or lump sum bid price that does not reflect reasonable actual costs which the Proposer anticipates for the performance of the item in question along with a reasonable proportionate share of the Proposer's anticipated profit, overhead costs, and other indirect costs.

**101-92 WORK.**

Work shall mean the furnishing of all labor, materials, equipment, and incidentals necessary or convenient to the successful completion of the project, or any part, portion, or phase thereof, and the carrying out of all duties and obligations imposed by the contract.

**101-93 WORKING DRAWINGS.**

Stress sheets, shop drawings, erection drawings, falsework drawings, cofferdam drawings, catalog cuts, or any other supplementary drawings or similar data which the Design-Builder is required to submit to the Engineer for review and/or acceptance.

**101-94.1 DESIGN-BUILD.**

A form of contracting in which the successful proposer undertakes responsibility for both the design and construction of a project.

**101-94.2 DESIGN-BUILDER TEAM.**

An individual, partnership, joint venture, corporation or other legal entity that furnishes the necessary design and construction services, whether by itself or through subcontracts.

**101-94.3 DESIGN-BUILD PACKAGE.**

The documents prepared by the Department for a Design-Build project, containing all forms, information, drawings or other documentation furnished to proposers to guide the preparation and submittal of a proposal for a Design-Build project.

**101-94.4 DESIGN-BUILD PROPOSAL.**

A proposal to contract consisting of a separately sealed technical proposal and a separately sealed price proposal submitted in response to a request for proposal on a Design-Build project. The technical proposal and price proposal, in some cases, may be scheduled to be submitted on different dates.

**101-94.5 DESIGN-BUILD PRICE PROPOSAL.**

The part of a Design-Build proposal containing the offer of a Proposer, submitted on the prescribed forms, to perform the work and furnish the labor and materials at the price quoted.

**101-94.6 DESIGN-BUILD TECHNICAL PROPOSAL.**

A submittal from a proposer, in accordance with requirements of the Design-Build Package, for the purpose of final selection.

**101-94.7 PROJECT MANAGER.**

The Department's authorized designee responsible for the administration of the Design-Build project.

**101-94.8 TECHNICAL SPECIFICATIONS.**

Additions and revisions to the Standard Specifications covering conditions and requirements peculiar to a Design-Build project.

**101-94.9 TABLE OF VALUES.**

A table prepared prior to beginning of construction listing estimated quantity of items for which a testing frequency is defined in the Minimum Sampling Guide. This estimate will be used to determine required frequency of testing for materials and products incorporated into construction, and shall be certified and updated monthly and provided to the Engineer.

**SECTION 102**  
**PROPOSAL REQUIREMENTS AND**  
**CONDITIONS**

**102-1 INVITATION TO BID.**

This section is deleted from this project and replaced with the special provision titled "Submittal of Proposals", which discusses the process used to evaluate the Technical and Price proposals.

**102-2 PREQUALIFICATION FOR PROPOSERS.**

Proposers shall prequalify with the Department. The requirements for prequalification will be furnished each prospective Proposer by the Engineer upon receipt of a written request. A Price Proposal or Technical Proposal will not be opened unless all prequalification requirements have been met by the Proposer and have been found to be acceptable by the Engineer.

In addition to the Experience Questionnaire, prequalification requirements will include provisions for the evaluation of a firm's safety record. A completed 'Safety Index Rating' form must be on file with the Department. To be prequalified to bid each firm must maintain a satisfactory safety index. An overall safety index equal to or greater than 60 is considered satisfactory. In addition, an index between 60 and 69 may be considered marginal and may result in an in-depth safety audit of a firm's safety practices. An overall safety index equal to or less than 59 is considered unsatisfactory and will prohibit prequalification of new firms or the requalification of existing firms at the time of their biennium renewal.

All subcontractors performing work for the Department shall have received a passing grade on the Safety Index Rating form, in accordance with Article 102-2, prior to beginning work. Subcontractors can request the Safety Index Rating form from the State Contractual Services Engineer.

Upon a determination by the Department that all prequalification requirements have been met, the applicant will be assigned a Prequalification Number. This Prequalification Number will thereafter be assigned to all applicants for prequalification or requalification which the Department determines are under sufficient common ownership and management control to warrant prequalification as a single entity. This determination by the Department shall be based on the information submitted with the Experience Questionnaire and any other information obtained by the Department.

No Proposer will be prequalified who, at the time of the application for prequalification is determined by the Engineer to lack the financial capability to complete projects.

Proposers shall comply with all applicable laws regulating the practice of general contracting as contained in Chapter 87 of the General Statutes of North Carolina.

**102-3 CONTENTS OF DESIGN-BUILD PACKAGES.**

A Design-Build Package will be furnished by the Department to the selected Proposers from among the respondents to the Request for Qualifications. Each Design-Build Package will be marked on the front cover by the Department with an identifier of the Proposer to whom it is being furnished. This package will state the location of the project and will show a schedule of contract items for which Technical and Price proposals are invited. It will set forth the date and

time Technical and Price Proposals are to be submitted and will be opened. The package will also include any special provisions or requirements which vary from or are not contained in any preliminary plans or standard specifications.

The package will also include the printed contract forms and signature sheets for execution by both parties to the contract. In the event the Proposer is awarded the contract, execution of the Design-Build Proposal will be considered the same as execution of the contract by the Proposer.

All papers bound with the package are necessary parts thereof and shall not be detached, taken apart, or altered.

The plans, standard specifications, and other documents designated in the Design-Build package shall be considered a part of the Design-Build package whether attached or not.

Up to 3 copies of the Design-Build Package will be furnished to each prospective Proposer upon request. Additional copies may be purchased for the sum of \$25 each. *The copy marked with the Proposer's name and prequalification number shall be returned to the Department.*

#### **102-4 COMBINATION BIDS.**

**This section is deleted for this project.**

#### **102-5 INTERPRETATION OF QUANTITIES IN PROPOSAL FORM.**

**This section is deleted for this project.**

#### **102-6 EXAMINATION OF PRELIMINARY PLANS, SPECIFICATIONS, CONTRACT, AND SITE OF WORK.**

The Proposer shall examine carefully the site of the work contemplated, the preliminary plans and specifications, and the Design-Build Package. The submission of a Technical Proposal and a Price Proposal shall be conclusive evidence that the Proposer has investigated and is satisfied as to the conditions to be encountered; as to the character, quality, and scope of work to be performed; the quantities of materials to be furnished; and as to the conditions and requirements of the proposed contract.

A Proposer is cautioned to make such independent investigation and examination as he deems necessary to satisfy himself as to conditions to be encountered in the performance of the work and with respect to possible local material sources, the quality and quantity of material available from such property, and the type and extent of processing that may be required in order to produce material conforming to the requirements of the specifications.

#### **102-7 SUBSURFACE INFORMATION.**

If Subsurface Information is available on this project, a copy of the Subsurface Information may be obtained from the Department. A copy of the Subsurface Information will be mailed to the prospective proposers upon request.

The Subsurface Information and the Subsurface Investigation on which it is based was made for the purpose of information only. The various field boring logs, rock cores, and soil test data available may be reviewed or inspected in Raleigh at the office of the Geotechnical Unit. Neither the Subsurface Information nor the field boring logs, rock cores, or soil test data is part of the contract.

General soil and rock strata descriptions and indicated boundaries are based on a geotechnical interpretation of all available subsurface data and may not necessarily reflect the actual subsurface conditions between borings or between sampled strata within the borehole. The laboratory sample data and the in situ (in-place) test data can be relied on only to the degree of reliability inherent in the standard test method. The observed water levels or soil moisture conditions indicated in the subsurface investigations are as recorded at the time of the investigation. These water levels or soil moisture conditions may vary considerably with time according to climatic conditions including temperature, precipitation, and wind, as well as other non-climatic factors.

THE PROPOSER IS CAUTIONED THAT DETAILS SHOWN ON THE SUBSURFACE INFORMATION ARE PRELIMINARY ONLY. THE DEPARTMENT DOES NOT WARRANT OR GUARANTEE THE SUFFICIENCY OR ACCURACY OF THE INVESTIGATION MADE, NOR THE INTERPRETATIONS MADE OR OPINIONS OF THE DEPARTMENT AS TO THE TYPE OF MATERIALS AND CONDITIONS TO BE ENCOUNTERED. THE PROPOSER IS CAUTIONED TO MAKE SUCH INDEPENDENT SUBSURFACE INVESTIGATIONS AS THEY DEEM NECESSARY TO SATISFY THEIRSELF AS TO CONDITIONS TO BE ENCOUNTERED ON THIS PROJECT. THE PROPOSER SHALL HAVE NO CLAIM FOR ADDITIONAL COMPENSATION OR FOR AN EXTENSION OF TIME FOR ANY REASON RESULTING FROM THE ACTUAL CONDITIONS ENCOUNTERED AT THE SITE DIFFERING FROM THOSE INDICATED IN THE SUBSURFACE INFORMATION.

#### **102-8 PREPARATION AND SUBMISSION OF PRICE PROPOSALS .**

All Price Proposals shall be prepared and submitted in accordance with the following listed requirements:

1. The Design-Build Package provided by the Department shall be used and shall not be taken apart or altered. The Price Proposal shall be submitted on the same form, which has been furnished to the Proposer by the Department as identified by the Proposer's name marked on the front cover by the Department.
2. All entries including signatures shall be written in ink.
3. The Proposer shall submit a lump sum price for every item in the Design-Build Price Proposal. The lump sum prices bid for the various contract items shall be written in figures.
4. An amount bid shall be entered in the Design-Build Package for every lump sum item and the price shall be written in figures in the "Amount Bid" column in the Design-Build Package.
5. The total amount bid shall be written in figures in the proper place in the Design-Build Package. The total amount bid shall be determined by adding the amounts bid for each lump sum item.
6. Changes in any entry shall be made by marking through the entry in ink and making the correct entry adjacent thereto in ink. A representative of the Proposer shall initial the change in ink.

7. The Price Proposal shall be properly executed. In order to constitute proper execution, the Price Proposal shall be executed in strict compliance with the following:
  - a. If a Price Proposal is by an individual, it shall show the name of the individual and shall be signed by the individual with the word "Individually" appearing under the signature. If the individual operates under a firm name, the bid shall be signed in the name of the individual doing business under the firm name.
  - b. If the Price Proposal is by a corporation, it shall be executed in the name of the corporation by the President, Vice President, or Assistant Vice President. It shall be attested by the Secretary or Assistant Secretary. The seal of the corporation shall be affixed. If the Price Proposal is executed on behalf of a corporation in any other manner than as above, a certified copy of the minutes of the Board of Directors of said corporation authorizing the manner and style of execution and the authority of the person executing shall be attached to the Price Proposal or shall be on file with the Department.
  - c. If the Price Proposal is made by a partnership, it shall be executed in the name of the partnership by one of the general partners.
  - d. If the Price Proposal is a joint venture, it shall be executed by each of the joint venturers in the appropriate manner set out above. In addition, the execution by the joint venturers shall appear below their names.
  - e. The Price Proposal execution shall be notarized by a notary public whose commission is in effect on the date of execution. Such notarization shall be applicable both to the Price Proposal and to the non-collusion affidavit which is part of the signature sheets.
8. The Price Proposal shall not contain any unauthorized additions, deletions, or conditional bids.
9. The Proposer shall not add any provision reserving the right to accept or reject an award, or to enter into a contract pursuant to an award.
10. The Price Proposal shall be accompanied by a bid bond on the form furnished by the Department or by a bid deposit. The bid bond shall be completely and properly executed in accordance with the requirements of Article 102-11. The bid deposit shall be a certified check or cashier check in accordance with Article 102-11.
11. The Price Proposal shall be placed in a sealed envelope and shall have been delivered to and received by the Department prior to the time specified in the Design-Build Package.

#### **102-9 COMPUTER BID PREPARATION.**

**This section is deleted from this project.**

#### **102-10 NON-COLLUSION AFFIDAVIT.**

In compliance with Section 112(c) of title 23 USC, and current regulations of the Department, each and every Proposer will be required to furnish the Department with an affidavit certifying that the Proposer has not entered into any agreement, participated in any collusion, or otherwise taken any action in restraint of free competitive bidding in connection with his Price Proposal on the project. The affidavit shall also conclusively indicate that the



Proposer intends to do the work with its own bonafide employees or subDesign-Builders and is not bidding for the benefit of another Design-Builder.

Affidavit forms will be included in the Design-Build Package as part of the signature sheets. Execution of the signature sheets will also constitute execution of the non-collusion affidavit. The signature sheets shall be notarized.

#### **102-11 BID BOND OR BID DEPOSIT.**

Each Price proposal shall be accompanied by a corporate bid bond or a bid deposit of a certified or cashiers check in the amount of at least 5% of the total amount bid for the contract. No Price proposal will be considered or accepted unless accompanied by one of the foregoing securities. The bid bond shall be executed by a Corporate Surety licensed to do business in North Carolina and the certified check or cashiers check shall be drawn on a bank or trust company insured by the Federal Deposit Insurance Corporation and made payable to the Department of Transportation in an amount of at least 5% of the total amount bid for the contract. The condition of the bid bond or bid deposit is: the Principal shall not withdraw its Price proposal within 60 days after the opening of the same, and if the Board of Transportation shall award a contract to the Principal, the Principal shall within 14 calendar days after the notice of award is received by him give payment and performance bonds with good and sufficient surety as required for the faithful performance of the contract and for the protection of all persons supplying labor and materials in the prosecution of the work; in the event of the failure of the Principal to give such payment and performance bonds as required, then the amount of the bid bond shall be immediately paid to the Department as liquidated damages or, in the case of a bid deposit, the deposit shall be forfeited to the Department.

Withdrawal of a Price proposal due to a mistake made in the preparation of the Price proposal, where permitted by Article 103-3, shall not constitute withdrawal of a Price proposal as cause for payment of the bid bond or forfeiture of the bid deposit.

When a Price proposal is secured by a bid bond, the bid bond shall be on the form furnished by the Department. The bid bond shall be executed by both the Proposer and a Corporate Surety licensed under the laws of North Carolina to write such bonds. The execution by the Proposer shall be in the same manner as required by Article 102-8 for the proper execution of the Price proposal. The execution by the Corporate Surety shall be the same as is provided for by Article 102-8, Item 7b, for the execution of the Price proposal by a corporation. The seal of the Corporate Surety shall be affixed to the bid bond. The bid bond form furnished is for execution of the Corporate Surety by a General Agent or Attorney in Fact. A certified copy of the Power of Attorney shall be attached if the bid bond is executed by a General Agent or Attorney in Fact. The Power of Attorney shall contain a certification that the Power of Attorney is still in full force and effect as of the date of the execution of the bid bond by the General Agent or Attorney in Fact. If the bid bond is executed by the Corporate Surety by the President, Vice President, or Assistant Vice President, and attested to by the Secretary or Assistant Secretary, then the bid bond form furnished shall be modified for such execution, instead of execution by the Attorney in Fact or the General Agent.

When a Price proposal is secured by a bid deposit (certified check or cashiers check), the execution of a bid bond will not be required.

If the Proposer has failed to meet all conditions of the bid bond but the Department has not received the amount due under the bid bond, the Proposer may be disqualified from further bidding as provided in Article 102-16.

#### **102-12 DELIVERY OF PROPOSALS.**

All Price Proposals shall be placed in a sealed envelope having the name and address of the Proposer, and the statement " Price Proposal for the Design/Build of State Highway Project No. \_\_\_\_\_ in \_\_\_\_\_ County(ies)" on the outside of the envelope. If delivered by mail, the sealed envelope shall be placed in another sealed envelope and the outer envelope addressed to the Contract Officer as stated in the Design-Build Package. The outer envelope shall also bear the statement " Price Proposal for the Design/Build of State Highway Project No. \_\_\_\_\_". All Technical Proposals shall be placed in a sealed envelope having the name and address of the Proposer, and the statement " Technical Proposal for the Design/Build of State Highway Project No. \_\_\_\_\_ in \_\_\_\_\_ County(ies)" on the outside of the envelope. If delivered by mail, the sealed envelope shall be placed in another sealed envelope and the outer envelope addressed to the Contract Officer as stated in the Design-Build Package. The outer envelope shall also bear the statement " Technical Proposal for the Design/Build of State Highway Project No. \_\_\_\_\_". If delivered in person on or before the due date, the sealed envelope shall be delivered to the office of the Contract Officer as indicated in the Design-Build Package. Price Proposals and Technical Proposals shall be submitted in accordance with the project special provision "Submittal of Proposals" contained elsewhere in this Design-Build package.

All Price Proposals and Technical Proposals shall be delivered prior to the time specified in the Design-Build Package. Price proposals and Technical Proposals received after such time will not be accepted and will be returned to the Proposer unopened.

#### **102-13 WITHDRAWAL OR REVISION OF PROPOSALS.**

A Design-Build proposer will not be permitted to withdraw its Technical and Price proposals after they have been submitted to the Department.

#### **102-14 RECEIPT AND OPENING OF PROPOSALS.**

Price Proposals will be opened and read publicly at the time and place indicated in the Design-Build Package. The scores of the previously conducted evaluation of the Technical Proposals will also be read publicly at this time. Proposers, their authorized agents, and other interested parties are invited to be present.

#### **102-15 REJECTION OF PRICE PROPOSALS.**

Any Price proposal submitted which fails to comply with any of the requirements of Article 102-8, 102-11, or with the requirements of the project scope and functional specifications shall be considered irregular and may be rejected.

Irregularities due to apparent clerical errors and omissions may be waived in accordance with Article 103-2.

Any Price proposal including any unit or lump sum bid price, which is significantly unbalanced to the potential detriment of the Department, will be considered irregular and may be rejected. In the event the Board determines it is in the best public interest to accept such

irregular Price proposal, it may award the contract based on such Price proposal subject to the provisions of Subarticle 109-4(B).

A Price proposal, which does not contain costs for all proposal items, shall be considered irregular and may be rejected.

In addition to the above, any Price proposals for contracts not funded with any Federal funds which are submitted by any Proposer who has failed to obtain the appropriate General Contractor's license, as required by Chapter 87 of the General Statutes of North Carolina, shall be considered irregular and will not be considered for award.

The right to reject any and all Proposals shall be reserved to the Board.

#### **102-16 DISQUALIFICATION OF PROPOSERS.**

Any one of the following causes may be justification for disqualifying a Proposer from further bidding until he has applied for and has been requalified in accordance with Article 102-2:

1. Unsatisfactory progress in accordance with Article 108-8.
2. Being declared in default in accordance with Article 108-9.
3. Uncompleted contracts which, in the judgment of the Chief Engineer, might hinder or prevent the timely completion of additional work if awarded.
4. Failure to comply with prequalification requirements.
5. The submission of more than one Price proposal for the same contract by an individual, partnership, joint venture, or corporation prequalified under the same prequalification number.
6. Evidence of collusion among Proposers. Each participant in such collusion will be disqualified.
7. Failure to furnish a non-collusion affidavit upon request.
8. Failure to comply with Article 108-6.
9. Failure to comply with a written order of the Engineer as provided in Article 105-1 if in the judgment of the Chief Engineer such failure is of sufficient magnitude to warrant disqualification.
10. Failure to satisfy the Disadvantaged Business Enterprise requirements of the project special provisions.
11. The Department has not received the amount due under a forfeited bid bond or under the terms of a performance bond.
12. Failure to submit within 60 days after being requested by the Engineer, or the submission of false information in, the documents required by Article 109-9.
13. Failure to return overpayments as directed by the Engineer.
14. Recruitment of Department employees as prohibited by Article 108-5.
15. Failure to maintain a satisfactory safety index as required by Article 102-2.

Upon a determination that a Proposer should be disqualified for one or more of the reasons listed above, the Department may, at its discretion, remove all entities prequalified under the same Prequalification Number.

**SECTION 103****AWARD AND EXECUTION OF CONTRACT****103-1 CONSIDERATION OF PRICE PROPOSALS.**

After the Price proposals are opened and read, they will be tabulated. The Price proposal and score of the technical proposal will be made available to the public. In the event of errors, omissions, or discrepancies in the costs, corrections to the Price proposal will be made in accordance with the provisions of Article 103-2. Such corrected costs will be used to determine the lowest adjusted price.

After the reading of the Price proposals and technical scores, the Department will calculate the lowest adjusted price as described in the "Special Provision for Instructions to Proposers".

The right is reserved to reject any or all Price proposals, to waive technicalities, to request the Proposer with the lowest adjusted price to submit an up-to-date financial and operating statement, to advertise for new proposals, or to proceed to do the work otherwise, if in the judgment of the Board, the best interests of the State will be promoted thereby.

**103-2 CORRECTION OF PRICE PROPOSAL ERRORS.****(A) General:**

The provisions of this article shall apply in waiving irregularities and correcting apparent clerical errors and omissions in the "amount bid" and "total amount bid" for bid items.

**(B) Discrepancy in the "Total Amount Bid" and the addition of the "Amount Bid" for each line Item.**

In the case of the Total Amount Bid does not equal the summation of each Amount Bid for the line items, the Total Amount Bid shall be deemed to be the correct total for the entire project.

**(C) Omitted Total Amount Bid –Amount Bid Completed**

**If the Total Amount Bid is not completed and the Amount Bid for all line items is completed the Total Amount Bid shall be the summation of the Amount Bid for all line items.**

**103-3 WITHDRAWAL OF PRICE PROPOSAL -MISTAKE.****(A) Criteria for Withdrawal of Price Proposal:**

The Department of Transportation may allow a Proposer submitting a Price proposal to withdraw his Price proposal after the scheduled time of Price proposal opening upon a determination that:

1. A mistake was in fact made in the preparation of the Price proposal.
2. The mistake in the Price proposal is of a clerical or mathematical nature and not one of bad judgment, carelessness in inspecting the work site, or in interpreting the functional requirements.
3. The mistake is found to be made in good faith and was not deliberate or by reason of gross negligence.

4. The amount of the error or mistake is equal to or greater than 3 percent of the total amount of Price proposal.
5. The Proposer's notice of his mistake and request for withdrawal of the Price proposal by reason of the mistake was promptly communicated to the Chief Engineer and in no instance longer than 48 hours after the scheduled time of Price proposal opening. If the Proposer notifies the Chief Engineer verbally, written notice of mistake must be submitted within 48 hours to the Chief Engineer accompanied by copies of Price proposal preparation information.
6. The Department of Transportation will not be prejudiced or damaged except for the loss of the Price proposal.

**(B) Hearing by Chief Engineer:**

If a Proposer files a notice of mistake along with a request to withdraw his Price proposal, the Chief Engineer (or his designee) will promptly hold a hearing thereon. The Chief Engineer will give to the requesting Proposer reasonable notice of the time and place of any such hearing. The Proposer may appear at the hearing and present the original working papers, documents, or materials used in the preparation of the Price proposal sought to be withdrawn, together with other facts and arguments in support of his request to withdraw his Price proposal. The Proposer will be required to present a written affidavit that the documents presented are the original, unaltered documents used in the preparation of the Price proposal.

**(C) Action by State Highway Administrator:**

A determination may be made by the Administrator that the Proposer meets the criteria for withdrawal of the Price proposal as set forth in Subarticle 103-3(A) upon presentation of clear and convincing evidence by the Proposer. The Chief Engineer will present his findings to the State Highway Administrator for action on the Proposer's request. The Chief Engineer will advise the Proposer of the Administrator's decision prior to the Board of Transportation's consideration of award.

**(D) Bid Bond:**

If a bid mistake is made and a request to withdraw the Price proposal is made, the bid bond shall continue in full force and effect until there is a determination by the Administrator that the conditions in Subarticle 103-3(A) have been met. The effect of the refusal of the Proposer to give payment and performance bonds within 14 calendar days after the notice of award is received by him, if award has been made by the Board of Transportation after consideration and denial of the Proposer's request to withdraw his Price proposal, shall be governed by the terms and conditions of the bid bond.

**103-4 AWARD OF CONTRACT.**

**(A) General:**

The North Carolina Department of Transportation, in accordance with the provisions of Title VI of the Civil Rights Act of 1964 (78 Stat. 252) and the Regulations of the Department of Transportation (49 CFR, Part 21), issued pursuant to such act, hereby notifies all proposers that it will affirmatively insure that contracts entered in pursuant to this Request for Proposals, if awarded, will be made by the Board of Transportation to the Proposer with the lowest adjusted price as outlined in the Design-Build package without discrimination on the grounds of race,

color, or national origin. The Proposer with the lowest adjusted price will be notified by letter that his proposal has been accepted and that he has been awarded the contract. This letter shall constitute the notice of award. The notice of award, if the award be made, will be issued within 60 days after the opening of Price proposals, except that with the consent of the Proposer with the lowest adjusted price the decision to award the contract to such Proposer may be delayed for as long a time as may be agreed upon by the Department and such Proposer. In the absence of such agreement, the Proposer with the lowest adjusted price may withdraw his proposal at the expiration of the 60 days without penalty if no notice of award has been issued.

Award of a contract involving any unbalanced bid price(s) may be made in accordance with the provisions of Article 102-15.

#### **103-5 CANCELLATION OF AWARD.**

The Board of Transportation reserves the right to rescind the award of any contract at any time before the receipt of the properly executed contract bonds from the successful Proposer.

#### **103-6 RETURN OF BID BOND OR BID DEPOSIT.**

All bid bonds will be retained by the Department until the contract bonds are furnished by the successful Proposer, after which all such bid bonds will be destroyed unless the individual bid bond form contains a note requesting that it be returned to the Proposer or the Surety.

Checks which have been furnished as a bid deposit will be retained until after the contract bonds have been furnished by the successful Proposer, at which time Department of Transportation warrants in the equivalent amount of checks which were furnished as a bid deposit will be issued.

#### **103-7 CONTRACT BONDS.**

The successful Proposer, within 14 calendar days after the notice of award is received by him, shall provide the Department with a contract payment bond and a contract performance bond each in an amount equal to 100 percent of the amount of the contract. All bonds shall be in conformance with G.S. 44A-33. The corporate surety furnishing the bonds shall be authorized to do business in the State

#### **103-8 EXECUTION OF CONTRACT.**

As soon as possible following receipt of the properly executed contract bonds, the Department will complete the execution of the contract, retain the original contract, and return one certified copy of the contract to the Proposer.

#### **103-9 FAILURE TO FURNISH CONTRACT BONDS.**

The successful Proposer's failure to file acceptable bonds within 14 calendar days after the notice of award is received by him shall be just cause for the forfeiture of the bid bond or bid deposit and rescinding the award of the contract. Award may then be made to the Proposer with the next lowest adjusted price Proposer or the work may be readvertised and constructed under contract or otherwise, as the Board of Transportation may decide.

**SECTION 104**  
**SCOPE OF WORK**

**104-1 INTENT OF CONTRACT.**

The intent of the contract is to prescribe the work or improvements which the Design-Builder undertakes to perform, in full compliance with the contract. In case the method or character of any part of the work is not covered by the contract, this section shall apply. The Design-Builder shall perform all work in accordance with the contract or as may be modified by written orders, and shall do such special, additional, extra, and incidental work as may be considered necessary to complete the work to the full intent of the contract. Unless otherwise provided elsewhere in the contract, the Design-Builder shall furnish all implements, machinery, equipment, tools, materials, supplies, transportation, and labor necessary for the design, prosecution and completion of the work.

**104-2 SUPPLEMENTAL AGREEMENTS.**

Whenever it is necessary to make amendments to the contract to satisfactorily complete the proposed design and construction and/or to provide authorized time extensions, the Engineer shall have the authority to enter into a supplemental agreement covering such amendments.

Supplemental agreements shall become a part of the contract when executed by the Engineer and an authorized representative of the Design-Builder. The Design-Builder shall file with the Engineer a copy of the name or names of his representatives who are authorized to sign supplemental agreements.

**104-3 ALTERATIONS OF CONTRACT**

The Engineer reserves the right to make, at any time during the progress of the work, such alterations in the contract as may be found necessary or desirable. Under no circumstances will an alteration involve work beyond the termini of the proposed construction except as may be necessary to satisfactorily complete the project. Such alterations shall not invalidate the contract nor release the Surety, and the Design-Builder agrees to perform the work as altered at his contract unit or lump sum prices the same as if it had been a part of the original contract except as otherwise herein provided.

An adjustment in the affected contract unit or lump sum prices due to alterations in the contract that materially change the character of the work and the cost of performing the work will be made by the Engineer only as provided in this article.

If the Engineer makes an alteration in the contract that he determines will materially change the character of the work and the cost of performing the work, an adjustment will be made and the contract modified in writing accordingly. The Design-Builder will be paid for performing the affected work in accordance with Subarticle 104-8(A).

When the Design-Builder is required to perform work, which is, in his opinion, an alteration in the contract that materially changes the character of the work and the cost of performing the work, he shall notify the Engineer in writing prior to performing such work. The Engineer will investigate and, based upon his determination, one of the following will occur:

1. If the Engineer determines that the affected work is an alteration of the plans or details of construction that materially changes the character of contract, the Design-Builder will



be notified in writing by the Engineer and compensation will be made in accordance with Subarticle 104-8(A).

2. If the Engineer determines that the work is not such an alteration in the contract that materially changes the character of the work and the cost of performing the work, he will notify the Design-Builder in writing of his determination. If the Design-Builder, upon receipt of the Engineer's written determination, still intends to file a claim for additional compensation by reason of such alteration, he shall notify the Engineer in writing of such intent prior to beginning any of the alleged altered work and the provisions of Subarticle 104-8(B) shall be strictly adhered to.

No contract adjustment will be allowed under this article for any effects caused on unaltered work.

#### **104-4 SUSPENSIONS OF WORK ORDERED BY THE ENGINEER.**

##### **(A) Suspensions of the Work Ordered by the Engineer:**

When the Engineer suspends in writing the performance of all or any portion of the work for a period of time not originally anticipated, customary, or inherent to the construction industry and the Design-Builder believes that additional compensation for idle equipment and/or labor is justifiably due as a result of such suspension, the Design-Builder shall notify the Engineer in writing of his intent to file a claim for additional compensation within 7 days after the Engineer suspends the performances of the work and the provisions of Subarticle 104-8 (C) shall be strictly adhered to.

Within 14 calendar days of receipt by the Design-Builder of the notice to resume work, the Design-Builder shall submit his claim to the Engineer in writing. Such claim shall set forth the reasons and support for such adjustment in compensation, including cost records, and any other supporting justification in accordance with Subarticle 104-8(C).

##### **(B) Alleged Suspension:**

If the Design-Builder contends he has been prevented from performing all or any portion of the work for a period of time not originally anticipated, customary, or inherent to the construction industry because of conditions beyond the control of and not the fault of the Design-Builder, its suppliers, or subcontractors at any tier, and not caused by weather, but the Engineer has not suspended the work in writing, the Design-Builder shall submit in writing to the Engineer a notice of intent to file a claim for additional compensation by reason of such alleged suspension. No adjustment in compensation will be allowed for idle equipment and/or labor prior to the time of the submission of the written notice of intent to file a claim for additional compensation by reason of such alleged suspension. Upon receipt, the Engineer will evaluate the Design-Builder's notice of intent to file a claim for additional compensation. If the Engineer agrees with the Design-Builder's contention, the Engineer will suspend in writing the performance of all or any portion of the work and the provisions of Subarticle 104-8(C) shall be strictly adhered to.

If the Engineer does not agree with the Design-Builder's contention as described above and determines that no portion of the work should be suspended, he will notify the Design-Builder in writing of his determination. If the Design-Builder does not agree with the Engineer's determination, the provisions of Subarticle 104-8(C) shall be strictly adhered to. Within 14 calendar days after the last day of the alleged-suspension, the Design-Builder shall submit his

claim to the Engineer in writing. Such claim shall set forth the reasons and support for such adjustment in compensation, including cost records, and any other supporting justification in accordance with Subarticle 104-8(C).

**(C) Conditions:**

No adjustment in compensation will be allowed under Subarticles 104-4(A) and 104-4(B) for any reason whatsoever for each occurrence of idle equipment and/or idle labor which has a duration of twenty-four hours or less.

No adjustment in compensation will be allowed under Subarticles 104-4(A) and 104-4(B) to the extent that performance would have been suspended by any other cause, or for which an adjustment is provided for or excluded under any other term or condition of this contract.

No adjustment in compensation will be allowed under Subarticles 104-4(A) and 104-4(B) for any effects caused on unchanged work. No adjustment in compensation will be allowed under Subarticles 104-4(A) and 104-4(B) except for idle equipment and/or idle labor resulting solely from the suspension of work in writing by the Engineer.

No adjustment in compensation will be allowed under Subarticles 104-4(A) and 104-4(B) where temporary suspensions of the work have been ordered by the Engineer in accordance with Article 108-7 and the temporary suspensions are a result of the fault or negligence of the Design-Builder.

**104-7 EXTRA WORK.**

The Design-Builder shall perform extra work whenever it is deemed necessary or desirable to complete fully the work as contemplated. Extra work shall be performed in accordance with the specifications and as directed by the Engineer. No extra work shall be commenced prior to specific authorization for the performance of such extra work being given by the Engineer.

Extra work which is specifically authorized by the Engineer will be paid for in accordance with Subarticle 104-8(A).

When the Design-Builder is required to perform work which is in his opinion extra work, he shall notify the Engineer in writing prior to performing such work. The Engineer will investigate and, based upon his determination, one of the following will occur.

1. If the Engineer determines that the affected work is extra work, the Design-Builder will be notified in writing by the Engineer and compensation will be made in accordance with Subarticle 104-8(A).
2. If the Engineer determines that the work is not extra work, he will notify the Design-Builder in writing of his determination. If the Design-Builder upon receipt of the Engineer's written determination intends to file a claim for additional compensation by reason of such work, he shall notify the Engineer in writing of such intent prior to beginning any of the alleged extra work and the provisions of Subarticle 104-8(B) shall be strictly adhered to.

**104-8 COMPENSATION AND RECORD KEEPING.****(A) Compensation--Article 104-3 and Article 104-7:**

When the Engineer and Design-Builder agree that compensation is due under the provisions of Articles 104-3 or 104-7, payment will be made in accordance with one of the following:

1. When the Engineer and the Design-Builder agree to the prices to be paid, the agreement will be set forth in a supplemental agreement. If the estimated total cost of the affected work is equal to or less than \$25,000.00 and the prices for performing the work have been mutually agreed to, the Design-Builder may begin work before executing the supplemental agreement. If the estimated total cost of the affected work is more than \$25,000.00; the Design-Builder shall not begin the affected work until the supplemental agreement is executed.
2. When the Engineer and the Design-Builder cannot agree to the prices to be paid for the affected work, the Engineer will issue a force account notice prior to the Design-Builder beginning work. In this instance the affected work shall be performed as directed by the Engineer and paid for in accordance with the provisions of Article 109-3.

**(B) Claim for Additional Compensation--Article 104-3 and Article 104-7:**

The Design-Builder's notice of intent to file a claim for additional compensation under the provisions of Articles 104-3 and 104-7 shall be given to the Engineer in writing. The Design-Builder shall keep accurate and detailed cost records in accordance with the provisions of Article 109-3. The Design-Builder's cost records and supporting data shall be complete in every respect and in such form that the Engineer may check them. The Design-Builder's cost records and supporting data shall clearly indicate the cost of performing the work in dispute and shall separate the cost of any work for which payment has been made. The Design-Builder's cost records shall be kept up to date and the Engineer shall be given the opportunity to review the methods by which the records are being maintained. The cost records shall be prepared on a weekly basis for each occurrence for which notice of intent to file a claim has been given and submitted to the Engineer within 7 days after the end of a given weekly period.

If the Design-Builder chooses to pursue the claim after the disputed work is complete, he shall submit a written claim to the Engineer for an adjustment in compensation based upon his cost records within 120 calendar days after completion of the disputed work. This claim shall summarize previously submitted cost records and clearly describe the Design-Builder's justification for an adjustment in compensation under the terms of the contract.

Upon receipt, the Engineer will review the Design-Builder's request and supporting documentation.

If the Engineer determines that the work covered by the claim is in fact compensable under the terms of the contract, an adjustment in compensation will be made based upon the documentation presented and his engineering judgment. The adjustment will be made on the next partial pay estimate and reflected on the final estimate. The compensation allowed shall be limited to the amount that would be paid if the work were performed in accordance with Article 109-3.

If the Engineer determines that the work covered by the claim is not compensable under the terms of the contract, the claim will be denied.

The Engineer will notify the Design-Builder of his determination whether or not an adjustment of the contract is warranted within 120 calendar days after receipt of the complete request, all necessary supporting justification, and cost records.

The failure on the part of the Design-Builder to perform any of the following shall be a bar to recovery under the provisions of Articles 104-3 or 104-7:

1. The failure of the Design-Builder to notify the Engineer in writing prior to performing the work in dispute that he intends to file a claim.
2. The failure of the Design-Builder to keep records in accordance with the provisions of Article 109-3.
3. The failure of the Design-Builder to give the Engineer the opportunity to monitor the methods by which records are being maintained.

The failure of the Design-Builder to submit additional documentation requested by the Engineer provided documentation requested is available within the Design-Builder's records.

The failure of the Design-Builder to submit cost records on a weekly basis.

The failure of the Design-Builder to submit the written request for an adjustment in compensation with cost records and supporting information within 120 calendar days of completion of the affected work.

**(C) Compensation--Article 104-4:**

The Design-Builder's notice of intent to file a claim for additional compensation under the provisions of Subarticle 104-4(A) shall be given to the Engineer in writing within 7 days after the Engineer suspends the performance of the work. For an alleged suspension, the Design-Builder's notice of intent to file a claim for additional compensation under the provisions of Subarticle 104-4(B) shall be given to the Engineer in writing. The Design-Builder shall keep accurate and detailed records of the equipment and labor alleged to be idle. The Design-Builder's cost records, supporting data, and supporting information shall be complete in every respect and in such form that the Engineer may check them. The Design-Builder's cost records, supporting data, and supporting information for equipment idled due to the suspension or alleged suspension shall specifically identify each individual piece of equipment, its involvement in the work, its location on the project, the requested rental rate and justification as to why the equipment cannot be absorbed into unaffected work on the project during the period of suspension or alleged suspension. The Design-Builder's cost records, supporting data, and supporting information for idle labor shall include the specific employees, classification, dates and time idled, hourly rate of pay, their involvement in the project, and justification as to why they cannot be absorbed into the unaffected work on the project or other projects during the period of suspension or alleged suspension. The Design-Builder's cost records, supporting data, and supporting information shall be kept up-to-date and the Engineer shall be given the opportunity to review the methods by which the records, data, and information are being maintained. The cost records, supporting data, and supporting information shall be prepared on a weekly basis for each occurrence for which notice of intent to file a claim has been given and submitted to the Engineer within 7 days after the end of a given weekly period.

If the Design-Builder choose to pursue the claim after the suspension or alleged suspension period has ended, he shall submit a written claim to the Engineer for an adjustment in compensation based upon his cost records due to idle equipment and/or idle labor within 14 calendar days or receipt of the notice to resume work or within 14 calendar days of expiration of the alleged suspension period. This request shall summarize previously submitted cost records and clearly describe the Design-Builder's justification for an adjustment in compensation under the terms of the contract.

Upon receipt, the Engineer will evaluate the Design-Builder's request. If the Engineer agrees that the cost of the work directly associated with the suspension or alleged suspension has increased as a result of such suspension or alleged suspension and the suspension or alleged suspension was caused by conditions beyond the control of and not the fault of the Design-Builder, its suppliers, or subcontractors at any approved tier, and not caused by weather, the Engineer will make an adjustment, excluding profit, and modify the contract in writing accordingly. The Design-Builder will be paid for the verified actual cost of the idle equipment and idle labor. The compensation allowed shall be limited to the equipment, labor, bond, insurance, and tax costs, excluding profits, computed in accordance with Article 109-3.

If the Engineer determines that the suspensions of the work by the Engineer or alleged suspensions do not warrant an adjustment in compensation, he will notify the Design-Builder in writing of his determination.

The Engineer will notify the Design-Builder of his determination of whether or not an adjustment in compensation is warranted within 120 calendar days after receipt of the complete request, all necessary supporting justification, and cost records.

The failure on the part of the Design-Builder to perform any of the following shall be a bar to recovery under the provisions of Article 104-4:

1. The failure to notify the Engineer in writing within 7 days after the Engineer suspends in writing the performance of all or any portion of the work.
2. The failure to notify the Engineer in writing that he intends to file a claim by reason of alleged suspension.
3. The failure of the Design-Builder to keep records in accordance with the details of Article 109-3.
4. The failure of the Design-Builder to give the Engineer the opportunity to monitor the methods by which records are being maintained.
5. The failure of the Design-Builder to submit additional documentation requested by the Engineer provided documentation requested is available within the Design-Builder's records.
6. The failure of the Design-Builder to submit cost records on a weekly basis.
7. The failure of the Design-Builder to submit the written request for an adjustment in compensation with cost records, supporting data, and supporting information within 14 calendar days of receipt of the notice to resume work.

8. The failure of the Design-Builder to submit the written request for an adjustment in compensation with cost records, supporting data, and supporting information within 14 calendar days after the last day of the period during which the Design-Builder contends he has been prevented from performing all or any portion of the work for an unreasonable period of time (not originally anticipated, customary, or inherent to the construction industry) because of conditions beyond the control of and not the fault of the Design-Builder, its suppliers, or subcontractors at any approved tier, and not caused by weather.

**(D) Notification of Determination:**

The failure on the part of the Engineer to notify the Design-Builder of his determination on the requested adjustment in compensation within 120 calendar days after receipt of the complete request, all supporting justification, and cost records will result in payment of interest on any monies determined to be due from the requested adjustment in compensation. Interest, at the average rate earned by the State Treasurer on the investment within the State's Short Term Fixed Income Investment Fund during the month preceding the date interest becomes payable, will be paid the Design-Builder on the next partial pay estimate and reflected on the final estimate for the period beginning on the 121st day after receipt of the complete request, all supporting justification, and cost records, and extending to the date the Engineer makes his determination on the disputed work.

If the Design-Builder fails to receive such adjustment in compensation for the disputed work as he claims to be entitled to under the terms of the contract, the Design-Builder may resubmit the written request for an adjustment in compensation to the Engineer as a part of the final claim after the project is complete. The Design-Builder will only be allowed to submit the request for an adjustment in compensation one time during the construction of the project.

**104-9 DISPOSITION OF SURPLUS PROPERTY.**

All property that is surplus to the needs of the project will remain or become the property of the Design-Builder, unless otherwise stated in the plans or special provisions, with the following exceptions:

1. Materials which are the property of utility companies providing service to buildings which are to be demolished or removed in accordance with Sections 210 and 215.
2. Materials resulting from the removal of existing pavement in accordance with Section 250 which are to be stockpiled for the use of the Department.
3. Materials resulting from the removal of existing structures in accordance with Section 402 where the plans or special provisions indicate that the material will remain the property of the Department.
4. Aggregate base course where the Special Provisions require that this material become the property of the Department.
5. Left over materials for which the Department has reimbursed the Design-Builder as provided in Article 109-6.
6. Materials that have been furnished by the Department for use on the project.

Property shall include but not be limited to materials furnished by the Design-Builder or the Department for either temporary or permanent use on the project, salvaged materials which were part of the existing facility on the date of availability for the project, and all implements, machinery, equipment, tools, supplies, laboratories, field offices, and watercraft which are necessary for the satisfactory completion of the project.

All property of the Design-Builder shall be removed from the project by the Design-Builder prior to final acceptance.

#### **104-10 MAINTENANCE OF THE PROJECT.**

The Design-Builder shall maintain the project from the date of beginning construction until the project is finally accepted. This maintenance shall be continuous and effective and shall be prosecuted with adequate equipment and forces to the end that all work covered by the contract is kept in satisfactory and acceptable condition at all times.

The Design-Builder shall maintain all existing drainage facilities, except where the work consists of resurfacing only, such that they are in the same condition upon acceptance of the project as they were when the project was made available.

In the event that the Design-Builder's work is suspended for any reason, he shall maintain the work covered by the contract, as provided herein.

When a portion of the project is accepted as provided in Article 105-17, immediately after such acceptance the Design-Builder will not be required to maintain the accepted portions. Should latent defects be discovered or become evident in an accepted portion of the project, such defective work shall be repaired or replaced at no cost to the Department.

Where an observation period(s) is required that extends beyond the final acceptance date, the Design-Builder shall perform any work required by the observation period until satisfactory completion of the observation period. The Design-Builder will not be directly compensated for any maintenance operations necessary, as this work will be considered incidental to the work covered by the various contract items.

#### **104-11 FINAL CLEANING UP.**

Before acceptance of the work for maintenance, the highway, borrow sources, waste areas, and all ground occupied by the Design-Builder within the project limits in connection with the work shall be cleaned of all rubbish, excess materials, temporary structures, and equipment; and all parts of the work shall be left in an acceptable condition.

The Design-Builder will not be directly compensated for the work of final cleaning up, as this work will be considered incidental to the work covered by the various contract items.

#### **104-12 VALUE ENGINEERING PROPOSAL**

This value engineering specification is to provide an incentive to the Design-Builder to initiate, develop, and present to the Department of Transportation for consideration, any cost reduction proposals conceived by him involving changes in the drawings, designs, specifications, or other requirements of the contract. This specification does not apply unless the proposal submitted is specifically identified by the Design-Builder as being presented for consideration as a Value Engineering Proposal. Submittals that propose material substitutions of permanent features such as changes from rigid to flexible or flexible to rigid pavements, concrete to steel or

steel to concrete bridges will not be considered acceptable Value Engineering Proposals. Depending on complexity of evaluation and implementation, Value Engineering Proposals that provide for total savings prior to distribution of less than the thousand dollars (\$10,000.00) will not generally be considered.

Value Engineering Proposals contemplated are those that would result in a net savings to the Department by providing a decrease in the total cost of construction or reduce the construction time without increasing the cost to construct the project. The effects the Proposal may have on the following items, but not limited to these items, will be considered by the Department when evaluating the proposal:

- |                         |                          |
|-------------------------|--------------------------|
| 1) Service Life         | 6) Desired Aesthetics    |
| 2) Safety               | 7) Design                |
| 3) Reliability          | 8) Standardized Features |
| 4) Economy of Operation | 9) Environmental Impact  |
| 5) Ease of Maintenance  |                          |

The Department reserves the right to reject the Proposal or deduct from the savings identified in the Proposal to compensate for any adverse effects to these items which may result from implementation of the Proposal.

The Department reserves the right to reject at its discretion any Value Engineering Proposal submitted which would require additional right of way. Substitution of another design alternate, which is detailed in the design-build package, for the one on which the Design-Builder proposed, will not be allowed. Plan errors which are identified by the Design-Builder and which result in a cost reduction will not qualify for submittal as a Value Engineering Proposal. Pending execution of a formal supplemental agreement, implementing an approved Value Engineering Proposal, the Design-Builder shall remain obligated to perform in accordance with the terms of the existing contract. No time extension will be granted due to the time required to review a Value Engineering Proposal.

The Design-Builder is encouraged to include this specification in contracts with subcontractors. The Design-Builder shall encourage submissions of Value Engineering Proposals from subcontractors, however, it is not mandatory that the Design-Builder accept or transmit to the Department Value Engineering Proposals proposed by his subcontractors. The Design-Builder may choose any arrangement for the subcontractor value engineering payments, provided that these payments shall not reduce the Department's share of the savings resulting from the Value Engineering Proposal.

Should the Design-Builder desire a preliminary review of a possible Value Engineering Proposal, prior to expending considerable time and expense in full development, a copy of the preliminary proposal shall be submitted to the Resident Engineer and the Value Engineering Office. The submittal shall state Preliminary Value Engineering Proposal Review Request and must contain sufficient drawings; cost estimates and written information that can be clearly understood and interpreted. Also include the identity of any Private Engineering Firms proposed by the Design-Builder to prepare designs or revisions to designs. The Department will review the preliminary submittal only to the extent necessary to determine if it has possible merit as a Value Engineering Proposal. This review does not obligate the Department to approve the final proposal should a preliminary review indicate the proposal has possible merit. The Department



is under no obligation to consider any Value Engineering Proposal (Preliminary or Final) that is submitted.

A copy of the Final Value Engineering Proposal shall be submitted by the Design-Builder to the Resident Engineer and the Value Engineering Office. The proposal shall contain, as a minimum, the following:

- (1) A statement that the request for the modification is being made as a Value Engineering Proposal.
- (2) A description of the difference between the existing contract requirements and the proposed modifications, with the comparative advantages and disadvantages of each.
- (3) If applicable, a complete drawing of the details covering the proposed modifications and supporting design computations shall be included in the final submittal. The preparation of new designs or drawings shall be accomplished and sealed by a Professional Engineer registered in the State of North Carolina. Further, the Department may require a review, and possibly the redesign, be accomplished by the project's original designer, or an approved equal. The Department may contract with private engineering firms, when needed, for reviews requested by the Department. The contractor shall contract with the original project designer, or an approved equal, when required by the Department, for any design work needed to completely and accurately prepare contract drawings. The Department may waive the requirements to have the preparation of contract drawings accomplished by a Professional Engineer or the project's original design based on the extent, detail, and complexity of the design needed to implement the value engineering proposal.
- (4) An itemized list of the contract requirements that would be modified and a recommendation of how to make each modification.
- (5) A detailed estimate of the cost of performing the work under the proposed modification.
- (6) A statement of the time by which approval of the Value Engineering Proposal must be issued by the Department to obtain the total estimate cost reduction during the remainder of the contract, noting any effect on the contract completion or delivery schedule.

To facilitate the preparation of revisions to contract drawings, the contractor may purchase reproducible copies of drawings for his use through the Department's Value Engineering Office. The preparation of new design drawings by or for the Design-Builder shall be coordinated with appropriate Department Branch through the Value Engineering Office. The contractor shall provide, at no charge to the Department, one set of reproducible drawings of the approved design needed to implement the value engineering proposal.

The Engineer, as defined in Article 101-34 of the Standard Specifications, will be the sole judge of the acceptability of a Value Engineering Proposal requested in accordance with these provisions and of the estimated net savings resulting from the approval of all or any part of the Proposal. The Design-Builder has the right to withdraw, in whole or in part, any Value Engineering Proposal not accepted by the Department within the period to be specified in the Proposal per Item (6) of the preceding paragraph.

If a Value Engineering Proposal is approved, the necessary changes will be effected by Supplemental Agreement. Included as a part of the Supplemental Agreement will be provisions for price adjustment giving the Design-Builder 50 percent of the net savings to the project resulting from the modifications.

The Department reserves the right to include in the Supplemental Agreement any conditions it deems appropriate for consideration, approval, and implementation of the proposal. Acceptance of the Supplemental Agreement by the Design-Builder shall constitute acceptance of such conditions.

The final net savings to be distributed will be the difference in cost between the existing contract cost for the involved unit bid items and actual final cost occurring as a result of the modification. Only those unit bid items directly affected by the Supplemental Agreement will be considered in making the final determination of net savings. In determining the estimate net savings, the Department reserves the right to disregard the contract prices if, in the judgement of the Department, such prices do not represent a fair measure of the value of the work to be performed or to be deleted. Subsequent change documents affecting the modified unit bid items but not related to the Value Engineering Proposal will be excluded from such determination. The Department's review and administrative costs for value engineering proposals will be borne by the Department. The Design-Builder's costs for designs and/or revisions to designs and the preparation of design drawings will be borne by the Design-Builder. The costs to either party will not be considered in determining the net savings obtained by implementing the value engineering proposal. The Design-Builder's portion of the net savings shall constitute full compensation to him for effecting all changes pursuant to the agreement. The net savings will be prorated, 50 percent for the Design-Builder and 50 percent for the Department, for all accepted Value Engineering Proposals.

Upon execution of the Supplemental Agreement, the Department will thereafter have the right to use, duplicate or disclose in whole or in part any data necessary for utilization of the modification on other projects without obligation or compensation of any kind to the Design-Builder. Restrictions or conditions imposed by the Design-Builder for use of the proposal on other projects shall not be valid.

Except as may be otherwise precluded by this specification, the Design-Builder may submit a previously approved value engineering proposal on another project.

Unless and until a Supplemental Agreement is executed and issued by the Department, the Design-Builder shall remain obligated to perform the work in accordance with the terms of the existing contract.

Acceptance of the modification and its implementation will not modify the completion date of the contract unless specifically provided for in the Supplemental Agreement.

The Design-Builder shall not be entitled to additional compensation under Section 104 of the Standard Specifications for alterations in the plans or in the details of construction pursuant to the Value Engineering Proposal.

The Department will not be liable to the Design-Builder for failure to accept or act upon any Value Engineering Proposal submitted pursuant to this provision nor for any delays to the work attributable to any such proposal.

The Department reserves the right to negotiate desired changes with the Design-Builder under the provisions of the contract even though the changes are the result of a Value Engineering Proposal submitted on another contract. In this instance the savings will be prorated in accordance with the terms of the negotiated agreement.

**SECTION 105**  
**CONTROL OF WORK**

**105-1 AUTHORITY OF THE ENGINEER.**

The Engineer will decide all questions which may arise as to the quality and acceptability of materials furnished and work performed and as to the rate of progress of the work; all questions which may arise as to the interpretation of the contract; and all questions as to the acceptable fulfillment of the contract on the part of the Design-Builder. His decision shall be final and he shall have executive authority to enforce and make effective such decisions and orders as the Design-Builder fails to carry out promptly.

The Engineer shall have the authority to issue any written order to the Design-Builder which he considers necessary to the prosecution of the work, and shall have executive authority to enforce such written orders as the Design-Builder fails to carry out promptly. Failure on the part of the Design-Builder to comply with any written order issued by the Engineer may be justification for disqualifying the Design-Builder from further bidding in accordance with Article 102-16.

**105-2 PLANS AND WORKING DRAWINGS.**

See Scope of Work:

**105-3 CONFORMITY WITH PLANS AND SPECIFICATIONS.**

All work performed and all materials furnished shall be in reasonably close conformity with the lines, grades, cross sections, dimensions, and material requirements, including tolerances, shown on the plans, or indicated in the specifications.

In the event the Engineer finds the materials or the finished product in which the materials are used not within reasonably close conformity with the plans and specifications but that reasonably acceptable work has been produced, he will then make a determination if the work is to be accepted and remain in place. If the Engineer determines that the work is to be accepted, he will have the authority to make such adjustment in contract price as he deems warranted based upon his engineering judgment and the final estimate will be paid accordingly.

In the event the Engineer finds the materials or the finished product in which the materials are used or the work performed are not in reasonably close conformity with the plans and specifications and have resulted in an inferior or unsatisfactory product, the work or materials shall be removed and replaced or otherwise corrected by the contractor at no cost to the Department.

The Design-Builder shall bear all the costs of providing the burden of proof that the nonconforming work is reasonable and adequately addresses the design purpose. The Design-Builder shall bear all risk for continuing with nonconforming work in question until it is accepted.

The Engineer may impose conditions for acceptance of the nonconforming work. The Design-Builder shall bear all costs for fulfilling the conditions.

The decisions whether the product satisfies the design purpose, whether the nonconforming work is reasonably acceptable and the conditions for acceptance are within the sole discretion of the Engineer.

**105-4 COORDINATION OF PLANS, SPECIFICATIONS, SUPPLEMENTAL SPECIFICATIONS, AND SPECIAL PROVISIONS.**

The Design-Build Package, the Plans, the Standard Specifications, and all supplementary documents are essential parts of the contract and a requirement occurring in one is as binding as though occurring in all. They are intended to be complementary and to describe and provide for a complete work.

In case of discrepancy or conflict, the order in which they govern shall be as follows:

- (A) Design-Build Package
- (B) Technical Proposal
- (C) Accepted Construction Plans
- (D) Standard Drawings
- (E) Standard Specifications

Where dimensions on the plans are given or can be computed from other given dimensions they shall govern over scaled dimensions.

The Design-Builder shall take no advantage of any error or omission in the plans, estimated quantities, or specifications. In the event the Design-Builder discovers an error or omission, he shall immediately notify the Engineer.

**105-5 COOPERATION BY DESIGN-BUILDER.**

The Design-Builder shall cooperate with the Engineer, his inspectors, and other contractors in every way possible, and shall give the work the constant attention necessary to facilitate the progress and satisfactory performance thereof. The Design-Builder shall notify the Engineer in writing at least 7 days prior to beginning work on the project. He shall notify the Engineer at least 1 day in advance when work is to be suspended and at least 2 days in advance when work is to be resumed.

The Design-Builder shall keep available on the project site at all times the contract assembly including special provisions, standard specifications, and plans.

**105-6 SUPERVISION BY DESIGN-BUILDER.****(A) On Site Personnel:**

At all times that work is actually being performed the Design-Builder shall have present on the project one competent individual who has been authorized to act in a supervisory capacity over all work on the project including work subcontracted. The individual who has been so authorized shall be experienced in the type of work being performed and is to be fully capable of managing, directing, and coordinating the work; of reading and thoroughly understanding the contract; and of receiving and carrying out directions from the Engineer or his authorized representatives. He shall be an employee of the Design-Builder, unless otherwise approved by the Engineer.

**(B) On Call Personnel:**

At all times during the life of the project the Design-Builder shall provide one permanent employee who shall have the authority and capability for the overall responsibility of the project and who shall be personally available at the site of work within 24 hours notice. Such employee shall be fully authorized to conduct all business with the Subcontractors, to negotiate and execute all supplemental agreements, and to execute the orders or directions of the Engineer.

**(C) Exceptions:**

If the Design-Builder elects to have the employee described under (B) above constantly available in person on the project, then the presence of this employee will be considered as also meeting the requirements of (A) above. However, whenever such employee is absent from the project then an authorized individual meeting the requirements of (A) above shall be present on the project.

**105-7 COOPERATION BETWEEN CONTRACTORS OR DESIGN-BUILDERS.**

The Department reserves the right at any time to contract for and perform other or additional work on or near the work covered by the contract.

When separate or additional contracts are let within the limits of any one project, each Contractor or Design-Builder shall conduct his work so as not to interfere with or hinder the progress or completion of the work being performed by other Contractors or Design-Builders. Contractors or Design-Builders working within the limits of the same project shall cooperate with each other.

Each Contractor or Design-Builder shall conduct his operations in such a manner as to avoid damaging any work being performed by others or which has been completed by others.

The Department will under no circumstances be liable for any claim for additional compensation due to acts of one Contractor or Design-Builder holding up the work of another.

The Department will under no circumstances be liable for any damages experienced by one Contractor or Design-Builder as a result of the presence and operations of other Contractors or Design-Builders working within the limits of the same project.

**105-8 COOPERATION WITH UTILITY OWNERS**

Prior to the beginning of construction, the Department or Design-Builder will notify all utility owners known to have facilities affected by the construction of the project and will make arrangements for the necessary adjustments of all affected public or private utility facilities. The utility adjustments may be made either before or after the beginning of construction of the project. The adjustments will be made by the utility owner or his representative or by the Design-Builder when such adjustments are part of the work covered by his contract.

The Design-Builder shall use special care in working around and near all existing utilities that are encountered during construction, protecting them where necessary so that they will give uninterrupted service.

The Design-Builder shall cooperate with the utility owner, and/or the owner's representative in the adjustment or placement of utility facilities when such adjustment or placement is made necessary by the construction of the project or has been authorized by the Department.

In the event that utility services are interrupted by the Design-Builder, the Design-Builder shall promptly notify the owners and shall cooperate with the owners and/or the owner's representative in the restoration of service in the shortest time possible.

Existing fire hydrants shall be kept accessible to fire departments at all times.

The Design-Builder shall make his own determination as to the nature and extent of the utility facilities, including proposed adjustments, new facilities, or temporary work to be performed by the utility owner or his representative; and as to whether or not any utility work is planned by the owner in conjunction with the project construction. The Design-Builder shall consider all of the permanent and temporary utility facilities in their present or relocated positions. It will be the Design-Builder's responsibility to anticipate any additional costs to him resulting from such utility work and to reflect these costs in his bid for the various items in the contract.

Where changes to utility facilities are to be made solely for the convenience of the Design-Builder, it shall be the Design-Builder's responsibility to arrange for such changes and the Design-Builder shall bear all costs of such changes.

#### **105-9 CONSTRUCTION STAKES, LINES, AND GRADES.**

The Design-Builder shall be responsible for any surveying, construction staking and layout required in the performance of the work. He will be responsible for the accuracy of lines, slopes, grades and other engineering work which he provides under this contract. Unless otherwise specified in the Request for Proposal, no measurement or direct payment will be made for this work. The cost shall be considered as included in other contract items.

#### **105-10 AUTHORITY AND DUTIES OF THE INSPECTOR.**

Inspectors employed by the Department are authorized to inspect all work done and materials furnished. Such inspection may extend to all or any part of the work and to the preparation, fabrication, or manufacture of the materials to be used. The inspector is not authorized to alter or waive the provisions of the contract. The inspector is not authorized to issue instructions contrary to the plans and specifications, or to act as foreman for the Contractor; however, he has the authority to reject work or materials until any questions at issue can be referred to and decided by the Engineer. The inspector is not authorized to make any final acceptance of the work.

#### **105-11 INSPECTION OF WORK.**

All materials and each part or detail of the work shall be subject to inspection by the Engineer. The Design-Builder shall allow and provide a reasonable access to all parts of the work to the Engineer or his authorized representative. The Design-Builder shall also furnish such information and assistance as is required to make a complete and detailed inspection. Such access shall meet the approval of the Engineer.

The presence of the Engineer at the work site shall in no way lessen the Design-Builder's responsibility for conformity with the plans and specifications. Should the Engineer, prior to or during construction, fail to point out or reject materials or work that does not conform with plans and specifications, whether from lack of discovery or for any other reason, it shall in no way prevent later rejection or corrections to the unsatisfactory materials or work when discovered.

The Design-Builder shall have no claim for losses suffered due to any necessary removals or repairs resulting from the unsatisfactory work.

If the Engineer requests it, the Design-Builder, at any time before acceptance of the work, shall remove or uncover such portions of the finished work as may be directed. After examination, the Design-Builder shall restore said portions of the work to the standard required by the specifications. The Design-Builder shall keep cost records of the work performed and if the uncovered work is found to be acceptable, the Department will pay the Design-Builder on a force account basis in accordance with Article 109-3 for the cost of uncovering, or removing, and the replacing of the covering or making good of the parts removed; but should the work so exposed or examined prove unacceptable, the uncovering, or removing, and the replacing of the covering or making good of the parts removed, shall be at no cost to the Department.

When any other unit of government or political subdivision is to pay a portion of the cost of the work covered by the contract, its respective representatives shall have the right to inspect the work. When work is to be performed on the right of way of any railroad corporation or in proximity to other public utilities, the representatives of the railroad corporation and/or the public utilities shall have the right to inspect the work. Such inspection shall in no sense make any unit of government or political subdivision or any railroad corporation or public utility a party to the contract, and shall in no way interfere with the rights of either party thereunder.

#### **105-12 UNAUTHORIZED WORK.**

No work shall be performed without established lines and grades except as otherwise permitted by the Engineer. Work performed contrary to the instructions of the Engineer or contrary to any approvals granted by the Engineer will be considered as unauthorized and will not be paid for under the provisions of the contract. Work performed beyond the lines shown on the plans or as given, except as herein specified, or any extra work performed without authority will be considered as unauthorized and will not be paid for under the provisions of the contract. Any of the above work so performed may be ordered removed, replaced, or repaired at no cost to the Department.

Upon failure on the part of the Design-Builder to comply forthwith with any order of the Engineer made under the provisions of this article, the Engineer will have the authority to cause such unauthorized work to be removed and/or adjusted to conform to the provisions of the contract and to deduct the cost of removal and/or adjustment from any monies due or to become due the Design-Builder.

#### **105-13 LIMITATIONS OF OPERATIONS.**

At any time when, in the opinion of the Engineer, the Design-Builder has obstructed, closed, or is conducting operations on, a greater portion of the work than is necessary for the prosecution of the work so as to constitute a hazard to the general public or impair the function of the facility being constructed where traffic must be maintained, the Engineer may require the Design-Builder to finish the portions on which work is in progress before starting work on additional portions of the work.

#### **105-14 NIGHT WORK.**

Whenever the Design-Builder's operations are being conducted at night, the Design-Builder shall provide such artificial lighting as may be necessary to provide for safe and proper construction and to provide for adequate inspection of the work as described in Section 1412.



**105-15 RESTRICTION OF LOAD LIMITS.**

The Design-Builder shall comply with all legal load restrictions in hauling equipment and materials on roads under the jurisdiction of the Department.

The Department has the right to place load limit restrictions on the load a Design-Builder may haul on any road or bridge in the vicinity of his contract. The Design-Builder, prior to bidding on a project, will be responsible for making his own investigations to determine beforehand the possibility of load limit restrictions being placed on any of the highways he plans to use for hauling purposes. The Design-Builder shall not be entitled to an extension of time or to compensation for any costs, inconvenience, delay, or any other adversity to the Design-Builder as the result of any reduction by the Department in load limit, or as the result of a refusal by the Department to raise load limits as hereinafter provided or under any other conditions, and any such reduction in load limit or refusal to raise load limits shall not constitute a basis for a claim for additional compensation.

Wherever load limit restrictions below the statutory legal load limit have been posted on any roads and/or bridges on the project or within the vicinity of the project, the Department may remove the load limit restrictions from such roads and/or bridges upon written request from the Design-Builder; and the Design-Builder thereafter will be allowed to haul up to the statutory legal limits over such roads and/or bridges, provided the Design-Builder enters into an agreement with the Department providing for:

1. Maintenance by the Design-Builder of such roads in a condition satisfactory to the Engineer during the haul period.
2. Repair by the Design-Builder of all damages to such roads after haul is completed to place them in a condition as good as they were prior to removal of the load limits.
3. Furnishing bond by the Design-Builder in an amount determined by the Engineer for the roads. Furnishing a bond for the roads does not entitle the Design-Builder to exceed the posted load limits of any bridge.
4. Assumption by the Design-Builder of all costs of strengthening any bridges which may be necessary in order to safely haul loads up to statutory legal limits. The Department will, upon request by the Design-Builder, make a determination as to the method and extent of strengthening required for the bridges and will advise the Design-Builder as to the amount of work to be done or an estimate of the charges for the work if performed by Department forces. When Department forces perform the work, the Design-Builder shall reimburse the Department in the amount of the actual charges for said work. When Design-Builder's forces perform the work, it shall be done in accordance with plans approved by the engineer and under his inspection.
5. Indemnification of the Department against any and all claims from third persons arising out of or resulting from the hauling operation or the maintenance, or lack of maintenance, of haul roads. Haul roads shall be maintained not only for the Design-Builder's hauling operations, but also for the use of the public.

Equipment operated on proposed bridges shall comply with the following load restrictions.

Maximum axle load (lbs.).....	36,000
Maximum axle load on tandem axles (lbs.).....	30,000
Maximum gross load (lbs.).....	90,000

The Design-Builder shall keep the bridge floor clean to reduce impact forces and place approved temporary guides on the bridge floor to position the wheel loads as nearly as possible over the bridge girders. Only one earth moving vehicle shall be on a bridge at any time. Upon completion of hauling over each bridge, the Design-Builder shall clean the bridge floor, curbs and rails.

Regulations pertaining to size and weight will not apply to equipment used on the project provided the vehicles involved are not operated on pavement, completed base course, or structures.

**105-16 FAILURE TO MAINTAIN THE PROJECT OR PERFORM EROSION CONTROL WORK.**

Failure on the part of the Design-Builder to comply with the provisions of Article 104-10 or to perform erosion control work as directed will result in the Engineer notifying the Design-Builder to comply with these provisions. In the event that the Design-Builder fails to begin such remedial action or fails to begin erosion control work within 24 hours after receipt of such notice with adequate forces and equipment, the Engineer may proceed to have the work performed with other forces. No payment will be made to the Design-Builder for work performed by others. Any costs incurred by the Department for work performed by others as provided above in excess of the costs that would have been incurred had the work been performed by the Design-Builder will be deducted from monies due the Design-Builder on his contract.

**105-17 INSPECTION AND ACCEPTANCE.**

Upon apparent completion of the entire project, the Engineer will make an inspection of the project for final acceptance. If all construction provided for and contemplated by the contract is found to be satisfactorily completed, the project will be accepted. The acceptance of projects in there entirely will not be altered except as listed below:

1. When any continuous project is equal to or in excess of 5 miles in length, the Department will accept the project in 2 increments with the first increment equaling at least 50 percent of the total length of the project.
2. When it is considered to be in the best interest of the Department, other increments or parts of projects may be considered for acceptance.
3. When the contract contains an intermediate completion date requiring the completion of a portion of the work in its entirety, such portion of the work may be accepted if requested in writing by the Design-Builder.
4. Bridge decks and rails that have been constructed or rehabilitated at such time as they are open to public traffic.

5. Permanent sign panels, including hardware and retroreflective sheeting, that are required prior to the final acceptance of the project by the Traffic Control Plans or by the Engineer when the roadway where the signs are located is open to public traffic.

Acceptance of any increment or part of a project shall not operate to waive the assessment of all or any portion of liquidated damages assessable under the terms of the contract.

When the inspection discloses any work, in whole or in part, as being unsatisfactory or incomplete, the Engineer will advise the Design-Builder of such unsatisfactory or incomplete work, and the Design-Builder shall immediately correct, repair, or complete such work. The project will not be accepted and the Design-Builder shall be responsible for the maintenance of the project and maintenance of traffic until all of the recommendations made at the time of the inspection have been satisfactorily completed.

The Engineer will notify the Design-Builder in writing that the project has been accepted as soon as practicable after the completion of the project.

### **105-18 Substantial Completion**

When the special provisions provide for a reduction in the rate of liquidated damages for the contract time or an intermediate contract time after the work is substantially complete, the work will be considered substantially complete when the following requirements are satisfied:

1. Through traffic has been placed along the project or along the work required by an intermediate contract time and the work is complete to the extent specified below, and all lanes and shoulders are open such that traffic can move unimpeded at the posted speed. Intersecting roads and service roads are complete to the extent that they provide the safe and convenient use of the facility by the public.
2. The final layers of pavement for all lanes and shoulders along the project or along the work required by an intermediate contract time are complete.
3. All signs are complete and accepted except for the signs on intersecting roadways.
4. All guardrails, drainage devices, ditches, excavation and embankment are complete.
5. Remaining work along the project consists of permanent pavement markings, permanent pavement markers or incidental construction that is away from the paved portion of the roadway.

Upon apparent substantial completion of the entire project or the work required by an intermediate contract time, the Engineer will make an inspection of the work. If the inspection discloses the entire project or the work required by an intermediate contract time is substantially complete; the Engineer will notify the Design-Builder in writing that the work is substantially complete. If the inspection discloses the entire project or the work required by an intermediate contract time is not substantially complete, the Engineer will notify the Design-Builder in writing of the work that is not substantially complete. The entire project or the work required by an intermediate contract time will not be considered substantially complete until all of the recommendations made at the time of the inspection have been satisfactorily completed.

## **SECTION 106**

### **CONTROL OF MATERIAL**

#### **106-1 GENERAL REQUIREMENTS.**

The materials used on the work shall meet all requirements of the contract and shall be subject to inspection, test, or rejection by the Engineer at any time. Materials used in the work shall be new or recycled as permitted by the Specifications.

It is the Departments intent to expand the use of recovered materials in its construction programs. The Design-Builder is encouraged to find innovative and alternative ways for beneficial use of recyclable materials that are currently a part of the solid waste stream and that contribute to problems of declining space in landfills.

The Design-Builder shall make his own determination of the various kinds and quantities of materials that are necessary for the acceptable performance and timely completion of the work. It will be the Design-Builder's responsibility to obtain materials which will meet the requirements of the contract. The Design-Builder shall be responsible for the acceptability of all materials used in the work and for the timely delivery of materials to the project so that adequate time will be available for the safe and proper performance of the work.

The Design-Builder shall provide access, means, and assistance in the verification of all testing equipment, scales, measures, and other devices operated by him in connection with the testing of the materials.

If the Design-Builder desires or is required to furnish materials from local deposits, other than those, if any, described in the contract he shall assume full responsibility for the sampling of the sources and the acceptability of the material in accordance with these specifications. He shall furnish without charge such preliminary samples as may be required; except that, if requested in writing, the Engineer may allow Department forces to take samples as requested by the Design-Builder. In the latter case, the Design-Builder shall reimburse the Department for the total expense of the sampling as determined by the Engineer. Tests will be made and reports rendered, but it is understood that such tests shall in no way be construed as a guarantee of acceptance of any material which may be delivered later for incorporation in the work. The Design-Builder shall assume full responsibility for the production of uniform and satisfactory materials from such local deposits, and shall indemnify and save harmless the Department from any and all claims for loss or damages resulting from the opening and operation thereof, or from the failure of the deposit after development to produce materials acceptable to the Engineer, in either quality or quantity.

#### **106-2 SAMPLES, TESTS, AND CITED SPECIFICATIONS.**

The Design-Builder shall perform Quality Control (QC), that may be used in the acceptance decision, at the frequencies described in the Minimum Sampling Guide. Quality Assurance (QA), verification and Independent Assurance (IA) will be performed by the Department. Laboratory testing performed by the Design-Builder shall be performed by an AASHTO Accredited facility and participate in the AMRL/CCRL proficiency testing program for the tests being performed. Technicians performing sampling and testing shall be qualified in accordance with the Department's training and certification requirements for the specific materials, or in accordance with AMRL/CCRL accreditation requirements.

Prior to beginning construction, the Design-Builder shall provide a "Table of Values" as described in Section 101-102 Definitions of Terms.

All tests will be made in accordance with the most recent standard or interim methods of the AASHTO in force on the date of advertisement. Should no AASHTO method of test exist for a material, the most recent standard or tentative method of ASTM or other methods adopted by the Department will be used.

All reference made to a specification published by AASHTO, ASTM, or any other organization other than the Department, which does not indicate the date of publication, will be understood to mean the specification current on the date of Request for Proposals for the project. When a more current specification is published during the life of the project, and when it is mutually agreed by the Design-Builder and the Engineer and such agreement is documented by a supplemental agreement, the Department may accept materials meeting the requirements of the latest publication.

### **106-3 DESIGN-BUILDER FURNISHED CERTIFICATION.**

The Design-Builder shall maintain material certifications obtained from the producer, supplier, or an approved independent testing laboratory for the following types of materials, unless otherwise directed by the Engineer

1. Materials required to meet criteria documented by tests which are normally performed during the production process.
2. Materials which are required to meet specifications other than those published by AASHTO, ASTM, or the Division of Highways.
3. Materials produced at locations which are not within routine travel distance for Department representatives.
4. Materials required to meet criteria documented by tests involving special equipment not readily available to Department representatives.
5. Any other special material when so directed by the Engineer.

Material certifications of one of the following types shall be furnished for pre-tested materials. The specific type of material certification for each material shall be in accordance with the Department's Minimum Sampling Guide.

#### **Type 1 Certified Mill Test Report:**

A certified mill test report shall be a certified report of tests conducted by the manufacturer on samples taken from the same heat or lot number as the material actually shipped to the project. The report shall identify the heat or lot number.

#### **Type 2 Typical Certified Mill Test Report:**

A typical certified mill test report shall be a certified report of tests conducted by the manufacturer on samples taken from a lot which is typical of the material actually shipped to the project, but which may or may not be from the lot shipped.

#### **Type 3 Manufacturer's Certification:**

A manufacturer's certification shall be a certified statement that the material actually shipped to the project was manufactured by production processes which

are periodically and routinely inspected to assure conformance to specification requirements.

**Type 4 Certified Test Reports:**

A certified test report shall be a certified report of test conducted by an approved independent testing laboratory on samples taken from same heat or lot number as the material actually shipped to the project. The report shall identify the heat or lot number.

**Type 5 Typical Certified Test Reports:**

A certified test report shall be a certified report of tests conducted by an approved independent testing laboratory on samples taken from a lot which is typical of the material actually shipped to the project, but which may or may not be from the lot shipped.

**Type 6 Supplier's Certification:**

A supplier's certification is a signed statement by the supplier that the material described in the certification is of the specification grade required and that the supplier has on hand Type 1, Type 2, or Type 3 material certifications to cover the material which is included in the Type 6 supplier's certification.

**Type 7 Design-Builder's Certification:**

Design-Builder's certification is a signed statement by a contractor that the used material described in the certification meets the requirements of the current specifications to the best of contractor's knowledge and that the contractor had in his possession at the time of purchase a Type 1, 2 or 3 materials certification to cover the material which is included in the Type 7 contractor's certification.

**Final Material Certificate:**

The Design-Builder shall, upon completion of the project, certify that all certifications were received and the materials were found in compliance with the specification requirements and list all exceptions to the plans and specifications. This certification shall be in the following format:

“This is to certify that the results of the tests on Acceptance and QC/QA samples indicate that the materials incorporated in the construction work and the construction operations controlled by sampling and testing, were in conformity with the approved plans and specifications. Such results compare favorably with the results of the independent assurance sampling and testing. Exceptions to the plans and specifications are noted below:”

Upon final acceptance of the Project, the Design-Builder shall submit all certifications to the Engineer.

**106-4 DELIVERY AND HANDLING OF MATERIALS.**

All materials shall be handled carefully and in such manner as to preserve their quality and fitness for the work. Materials damaged during delivery or handling shall not be used without approval of the Engineer.

**106-5 STORAGE OF MATERIALS.**

Materials shall be stored so as to insure the preservation of their quality and fitness for the work. Stored materials, which may have been approved before storage, shall be subject to inspection at any time, and shall meet the requirements of the specifications at the time they are put into use. Stored materials shall be so located as to facilitate their inspection. Subject to the approval of the Engineer, that portion of the right of way not required for public travel may be used for storage purposes and for the Design-Builder's plant and equipment, but any additional space required therefor shall be provided by the Design-Builder at no expense to the Department. All storage sites located within the right of way shall be restored to their original condition by the Design-Builder at no expense to the Department, except where the materials stored are or are to become the property of the Department.

**106-6 INSPECTION AT SOURCE.**

The Engineer may undertake the inspection of materials at the source of supply. This inspection will be performed by Department personnel or private organizations retained by the Department. Where approved by the Engineer, the results of tests performed by private laboratories or producer's or manufacturer's laboratories may be used in determining compliance of a material or product with the contract.

The Department assumes no obligation to inspect materials at the source of supply and such inspection will be undertaken only upon condition that:

1. The cooperation and assistance of the Design-Builder and the producer with whom he has contracted for materials is assured.
2. The representative of the Engineer will have full entry at all times to such parts of the plant as may concern the manufacture or production of the materials.
3. Laboratory facilities shall be provided when required by the Engineer.

Where the Department agrees to inspect or test materials during their production or at the source of supply, the Design-Builder shall bear the cost of testing performed on materials ordered by him but not incorporated into the project. For items normally pretested by the Department, the Design-Builder shall provide a minimum of 30 days notice prior to the beginning of production of the items for this project along with final approved shop drawings.

The Department reserves the right to retest all materials which have been tested and accepted at the source of supply after the same have been delivered, and to reject all materials which, when retested, do not meet the requirements of the specifications.

**106-7 SCALES AND PUBLIC WEIGHMASTER.**

In the event material is to be paid for on a ton basis, the Contractor shall furnish platform scales or other weighing devices which have been certified by the N. C. Department of Agriculture. If the platform scales or other weighing devices are located outside of North Carolina, they shall have been certified by the Department of Agriculture within the particular State. The scales may be constructed and operated to provide automatic weighing, recording, and printing of tickets for the load being weighed.

All scales shall be operated by a public weighmaster licensed in accordance with Chapter 81A of the General Statutes of North Carolina. A certified weight certificate shall be issued by a North Carolina public weighmaster for each load. The certificate shall be in the form of a ticket furnished by the Contractor and shall contain the following information:

1. Division of Highways project number.
2. Date.
3. Time issued, if for bituminous plant mix or portland cement stabilized base course mixed in a central plant.
4. Type of material.
5. Gross weight.
6. Tare weight.
7. Net weight of material.
8. Quarry or plant location.
9. Division of Highways' Job Mix Formula Number, if ticket is for asphalt plant mix.
10. Division of Highways' Asphalt Plant Certification Number, if ticket is for asphalt plant mix.
11. Truck number.
12. Contractor's name.
13. Public weighmaster's stamp or number.
14. Public weighmaster's signature in ink or initials in ink.

When certified weighing devices other than platform scales are to be used, the gross weight and tare weight will not be required.

The Engineer may direct the Contractor to re-weigh the contents of any truck load that is to be delivered to the work on approved platform scales at no cost to the Department.

When tractor and trailer units are to be utilized in hauling material to be weighed, the platform scales shall be of sufficient length so as to accommodate the entire unit or the tractor shall be disconnected and the trailer and its contents weighed as a separate unit.

#### **106-8 DEPARTMENT FURNISHED MATERIAL.**

The Design-Builder shall furnish all materials necessary to complete the work, except those materials specified in the Design-Build Package to be furnished by the Department. Payment at the contract price for the item which includes the use of Department furnished material will be full compensation for all costs of handling and placing such materials after they are delivered or made available to the Design-Builder.

The Design-Builder will be held responsible for all material furnished him, and deductions will be made from any money due him to make good any shortage and deficiencies from any cause whatsoever and for any damage which may occur after Department furnished material has been made available.



**106-9 DEFECTIVE MATERIAL**

All materials which are not in reasonably close conformity to the requirements of the specifications shall be considered as defective and such materials, whether in place or not, shall be rejected and are to be removed from the site of the work unless otherwise permitted by the Engineer in accordance with Article 105-3. No rejected material, the defects of which may have been substantially corrected, may be used until approval has been given by the Engineer.

**106-10 DENSITY DETERMINATION BY NUCLEAR METHODS.**

The Engineer may, at his option, utilize nuclear methods as described in Article 520-10 and 610-11C to determine the density of selected pavement materials. The use of nuclear methods will include the establishment of the required density through the use of control strips constructed from materials actually being used on the project, and the determination of the density being obtained in test sections located throughout the project.

**SECTION 107**  
**LEGAL RELATIONS AND RESPONSIBILITY**  
**TO PUBLIC**

**107-1 LAWS TO BE OBSERVED.**

The Design-Builder shall keep himself fully informed of all Federal and State laws, all local laws, ordinances, and regulations, and all orders and decrees of bodies or tribunals having any jurisdiction or authority which may in any manner affect those engaged or employed in the work, or which in any way affect the conduct of the work. He shall at all times observe and comply with all such laws, ordinances, regulations, orders, and decrees; and shall indemnify and hold harmless the Board of Transportation and the Department of Transportation and their agents and employees from any claim or liability arising from or based on the violation of any such law, ordinance, regulation, order, or decree, by the Design-Builder or by his agents and employees.

**107-2 ASSIGNMENT OF CLAIMS VOID.**

In accordance with G.S. 143-3.3, the Department will not recognize any assignment of claims by any Design-Builder.

**107-3 PERMITS AND LICENSES.**

The Design-Builder shall procure all permits and licenses except as otherwise specified; pay all charges, fees, and taxes; and give all notices necessary and incident to the due and lawful prosecution of the work.

**107-4 PATENTED DEVICES, MATERIALS, AND PROCESSES.**

If the Design-Builder employs any design, device, material, or process covered by letters of patent or copyright, he shall provide for such use by suitable legal agreement with the patentee or owner. The Design-Builder and his surety shall indemnify and save harmless the Department from any and all claims for infringement by reason of the use of such patented design, device, material, process, trademark, or copyright, and shall indemnify and save harmless the Department from any costs, expenses, and damages which it may be obligated to pay at any time during the prosecution or after the completion of the work by reason of any infringement.

**107-5 ENCROACHMENT ON RIGHT OF WAY.**

Any individual, firm, or corporation wishing to encroach on highway right of way shall secure a written permit from the Department. The Design-Builder is not authorized to allow any individual, firm, or corporation to perform any work within the limits of the project unless such work has been authorized in writing by the Engineer.

When so directed by the Engineer, the Design-Builder shall make any repairs necessary due to such encroachments and such work will be paid for as extra work.

**107-6 FEDERAL PARTICIPATION.**

When the United States Government pays all or any portion of the cost of the work, the Federal laws authorizing such participation and the rules and regulations made pursuant to such laws shall be observed by the Design-Builder. The work will be subject to the inspection of the representative of such Federal agencies as are created for the administration of these laws. The Design-Builder shall have no right to make the Federal Government a party to any court action

solely by reason of its participation in the cost of the work or by reason of its inspection of the work.

**107-7 SANITARY PROVISIONS.**

The Design-Builder shall provide and maintain in a neat, sanitary condition such accommodations for the use of his employees as may be necessary to comply with the requirements of the State and local Board of Health, or of other bodies or tribunals having jurisdiction.

**107-8 PUBLIC CONVENIENCE AND SAFETY.**

The Design-Builder shall at all times so conduct his work as to insure the least possible obstruction to traffic. The safety and convenience of the general public and the residents along the highway, and the protection of persons and property, shall be provided for by the Design-Builder as specified in Section 150.

**107-9 COORDINATION WITH RAILWAY.**

All work to be performed by the Design-Builder on railway right of way shall be done in a manner satisfactory to the railway company, and shall be performed at such times and in such manner as not to unnecessarily interfere with the movement of traffic upon the track of the railway company. The Design-Builder shall use all care and precautions in order to avoid accidents, damage, or unnecessary delays or interference with the railway company's traffic or other property. The Design-Builder shall carry such railroad protective insurance and public liability and property damage insurance as may be stipulated in the special provisions.

When the Design-Builder is required by the plans or special provisions to transport materials or equipment across the tracks of any railway or to perform work on railway right of way, the Design-Builder will obtain any necessary written authority from the railway company for the establishment of a railway crossing or for the performance of work on railway right of way. The Design-Builder will be required to bear the cost of any watchman service or flagging protection necessary due to such operations, as the railway company will be reimbursed directly by the Design-Builder for the cost of such work.

In case the Design-Builder elects or finds it necessary to transport materials or equipment across the tracks of any railway at any point where a crossing is not required by the plans or special provisions, or at any point other than an existing public crossing, he shall obtain specific written authority from the railway company for the establishment of a private railway crossing and shall bear all costs in connection with such crossing, including installation, drainage, maintenance, any necessary insurance, watchman service, flagging protection, and removal of such private railway crossing.

**107-10 WORK IN, OVER, OR ADJACENT TO NAVIGABLE WATERS.**

All work in or over navigable waters shall be in accordance with conditions contained in the permit obtained by the Department from the authority granting the permit. These conditions will be included in the project special provisions. The work shall be performed in such manner so as not to interfere with navigation of the waterway unless approval therefor is obtained from the authority granting the permit.

The Design-Builder shall prepare drawings necessary to obtain any addendums which may be required for his operations which are not included in the Department's permit. He shall coordinate their submission with the Engineer.

#### **107-11 USE OF EXPLOSIVES.**

When the use of explosives is necessary for the prosecution of the work, the Design-Builder shall exercise the utmost care not to endanger life or property. The Design-Builder shall be responsible for any and all damage or injury to persons or property resulting from the use of explosives. Such responsibility shall include, but shall in no way be limited to all damages arising from all forms of trespass to adjacent property as a result of blasting by the Design-Builder. Provided that in cases of damage or interruption to underground water supply or veins to adjacent landowners, the Design-Builder shall not be held responsible where the Design-Builder has used reasonable care and has taken reasonable precautions to prevent such damage.

All explosives shall be stored in a secure manner, in compliance with all laws, and all such storage places shall be marked clearly "DANGEROUS EXPLOSIVES."

The Design-Builder shall notify each public utility company having facilities in close proximity to the site of the work of his intention to use explosives. This notice shall be given sufficiently in advance to enable the utility companies to take whatever steps they may consider necessary to protect their property from injury. The Design-Builder shall also give the Engineer, all occupants of adjacent property, and all other Contractors working in or near the project notice of his intention to use explosives. Motorists shall be notified in accordance with Article 1101-10.

The Design-Builder shall submit a blasting plan to the Engineer within 24 hours after each shot. The blasting plan shall contain the full details of the drilling and blasting patterns unless otherwise approved by the Engineer, and shall contain the following information: (1) station limits of shot, (2) plan of drill hole pattern, blast hole spacing, blast hole diameters and free face, (3) initiation sequence of blastholes including delay timer and delay system, (4) manufacturers data sheet for all explosives, primers, and initiators employed, (5) loading diagram showing type and amount of explosives, primers, initiators, and location and depth of stemming. The blasting plan submitted is for quality control and record keeping purposes. Review by the Engineer shall not relieve the Design-Builder of his responsibilities as provided in Article 107-12.

#### **107-12 PROTECTION AND RESTORATION OF PROPERTY.**

The Design-Builder shall be responsible for the protection from his activities of all public and private property on and adjacent to the work and shall use every reasonable precaution necessary to prevent damage or injury thereto. He shall use suitable precautions to prevent damage to pipes, conduits, and other underground structures, and to poles, wires, cables, and other overhead structures.

The Design-Builder shall protect carefully from disturbance or damage all land monuments and property markers until the Engineer has witnessed or otherwise referenced their location and shall not remove them until directed.

The Design-Builder shall be responsible for the removal, preservation, and resetting of all mail boxes disturbed by the construction operations. The mail boxes and their supports, when reset, shall be left in as good a condition as they were before removal. The Design-Builder will

not be required to furnish new material except as required to repair damage resulting from construction operations.

The Design-Builder will be held responsible for all damage or injury to property of any character resulting from any act, omission, negligence, or misconduct in the prosecution of the work. When any direct or indirect damage or injury is done to public or private property by or on account of any act, omission, negligence, or misconduct in the execution of the work, he shall either restore at his own expense such property to a condition similar or equal to that existing before such damage or injury was done, or shall make good such damage or injury in a manner acceptable to the owner of the damaged property and to the Department. In case of failure on the part of the Design-Builder to restore such property or make good such damage or injury the Department may at the Design-Builder's expense repair, rebuild, or otherwise restore such property in such manner as the Engineer may consider necessary.

### **107-13 CONTROL OF EROSION, SILTATION, AND POLLUTION.**

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

The Design-Builder shall take whatever measures are necessary to minimize soil erosion and siltation, water pollution, and air pollution caused by his operations. The Design-Builder shall also comply with the applicable regulations of all legally constituted authorities relating to pollution prevention and control. The Design-Builder shall keep himself fully informed of all such regulations which in any way affect the conduct of the work, and shall at all times observe and comply with all such regulations. In the event of conflict between such regulations and the requirements of the specifications, the more restrictive requirements shall apply.

The Engineer will limit the area over which clearing and grubbing, excavation, borrow, and embankment operations are performed whenever the Design-Builder's operations do not make effective use of construction practices and temporary measures which will minimize erosion, or whenever construction operations have not been coordinated to effectively minimize erosion, or whenever permanent erosion control features are not being completed as soon as permitted by construction operations.

Following completion of any construction phase or operation, on any graded slope area greater than one acre, the Design-Build Team shall provide ground cover sufficient to restrain erosion within 21 calendar days or within a time period specified by the *Sedimentation and Pollution Control Act*. The ground cover shall be either temporary or permanent and the type specified in the contract.

#### **(B) Erosion and Siltation Control:**

The Design-Builder shall exercise every reasonable precaution throughout the life of the project to prevent the eroding of soil and the silting of rivers, streams, lakes, reservoirs, other water impoundments, ground surfaces, or other property.

Prior to suspension of operations on the project or any portion thereof, the Design-Builder shall take all necessary measures to protect the construction area, including but not limited to borrow sources, soil type base course sources, and waste areas, from erosion during the period of suspension.

Excavated materials shall not be deposited, nor shall earth dikes or other temporary earth structures be constructed, in rivers, streams, or impoundments. As an exception to the above, confined earth materials will be permitted when approved in writing by the Engineer.

**(C) Coordination of Erosion Control Operations:**

Temporary and permanent erosion control measures shall be provided as shown on the plans or as directed by the Engineer. All permanent erosion control work shall be incorporated into the project at the earliest practicable time. Temporary erosion control measures shall be coordinated with permanent erosion control measures and all other work on the project to assure economical, effective, and continuous erosion control throughout the construction and post construction period and to minimize siltation of rivers, streams, lakes, reservoirs, other water impoundments, ground surfaces, or other property.

Temporary erosion control measures shall include but not be limited to the use of temporary berms, dikes, dams, drainage ditches, silt basins, silt ditches, slope drains, structures, vegetation, mulches, mats, netting, gravel, or any other methods or devices that are necessary. Temporary erosion control measures may include work outside the right of way or construction limits where such work is necessary as a result of construction such as borrow operations, haul roads, plant sites, equipment storage sites, and disposal of waste or debris. The Design-Builder shall be liable for all damages to public or private property caused by silting or slides originating in waste areas furnished by the Design-Builder.

Materials for temporary erosion control measures shall have been approved by the Engineer before being used or shall be as directed by the Engineer.

Erosion control measures installed by the Design-Builder shall be acceptably maintained by the Design-Builder.

**(D) Water and Air Pollution:**

The Design-Builder shall exercise every reasonable precaution throughout the life of the project to prevent pollution of rivers, streams, and water impoundments. Pollutants such as chemicals, fuels, lubricants, bitumens, raw sewage, and other harmful waste shall not be discharged into or alongside of rivers, streams, or impoundments, or into natural or manmade channels leading thereto.

The Design-Builder shall comply with all State or local air pollution regulations throughout the life of the project.

**(E) Dust Control:**

The Design-Builder shall control dust throughout the life of the project within the project area and at all other areas affected by the construction of the project, including, but not specifically limited to, unpaved secondary roads, haul roads, access roads, disposal sites, borrow and material sources, and production sites. Dust control shall not be considered effective where the amount of dust creates a potential or actual unsafe condition, public nuisance, or condition endangering the value, utility, or appearance of any property.

The Design-Builder will not be directly compensated for any dust control measures necessary, as this work will be considered incidental to the work covered by the various contract items.

**(F) Application of Specifications:**

The provisions of this article shall apply to all construction operations. Further references and detailed requirements concerning erosion, siltation, and pollution prevention and control are given in other sections of the specifications as supplements to the general requirements of this article.

**(G) Sanctions:**

In the event that temporary erosion and pollution control measures become necessary due to the Design-Builder's negligence, carelessness, or failure to incorporate permanent erosion control measures into the project at the earliest practicable time, such measures shall be performed by the Design-Builder as directed by the Engineer at no cost to the Department. If the Design-Builder fails to perform such measures as directed, the Engineer may have the work performed in accordance with Article 105-16.

Failure of the Design-Builder to fulfill any of the requirements of this article may result in the Engineer ordering the stopping of construction operations in accordance with Article 108-7 until such failure has been corrected. Such suspension of operations will not justify an extension of contract time.

Failure on the part of the Design-Builder to perform the necessary measures to control erosion, siltation, and pollution will result in the Engineer notifying the Design-Builder to take such measures. In the event that the Design-Builder fails to perform such measures within 24 hours after receipt of such notice with adequate forces and equipment, the Engineer may suspend the work as provided above, or may proceed to have such measures performed with other forces and equipment, or both. No payment will be made to the Design-Builder for the performance of this work and the cost of such work so performed will be deducted from monies due the Design-Builder on his contract.

**107-14 PROTECTION OF PUBLIC LANDS.**

In the execution of any work within or adjacent to any State or National forest, park, or other public lands, the Design-Builder shall comply with all regulations of all authorities having jurisdiction over such forest, park, or lands, governing the protection of public lands and the carrying out of work within public lands, and shall observe all sanitary laws and regulations with respect to the performance of work in public lands. He shall keep the areas in an orderly condition, dispose of all refuse, and obtain permits for the construction and maintenance of all construction camps, stores, warehouses, residences, latrines, cesspools, septic tanks, and other structures in accordance with the requirements of the appropriate authorities.

The Design-Builder shall take all reasonable precaution to prevent and suppress forest fires and shall require his employees and subcontractors, both independently and at the request of forest officials, to do all reasonable within their power to prevent and suppress and to assist in preventing and suppressing forest fires and to make every possible effort to notify a forest official at the earliest possible moment of the location and extent of any fire seen by them.

The Design-Builder shall obtain any construction permits, which may be required for his operations, which are not a part of the project, in accordance with the requirements of the regulations of the appropriate authorities.

**107-15 RESPONSIBILITY FOR DAMAGE CLAIMS.**

The Design-Builder shall indemnify and save harmless the Board of Transportation and its members and the Department of Transportation and its officers, agents, and employees from all suits, actions, or claims of any character brought for any injury or damages received or sustained by any person, persons, or property by reason of any act of the Design-Builder, Subcontractor, its agents or employees, in the performance of the contract. The Design-Builder's liability to save harmless and indemnify shall include, but not by way of limitation, the following: (1) damages or claims for the failure of the Design-Builder to safeguard the work; (2) damages or claims by reason of the failure of the Design-Builder to erect adequate barricades and post adequate warnings to the public of such barricades; (3) any damage or claims caused through the Design-Builder's use of defective materials or by the performance of defective work; (4) any claims by reason of the Design-Builder's infringement of patent, trademark, or copyright; (5) any amounts paid by the Department by reason of the Design-Builder's failure to comply with or for violations of laws, ordinances, orders, or decrees; (6) any damages or claims caused by blasting operations of the Design-Builder with or without proof of negligence on the part of the Design-Builder; (7) damages or claims caused by the failure of the Design-Builder to protect private or public property pursuant to Article 107-12, including damages to public and private property caused by silting and slides from waste areas furnished by the Design-Builder, without proof of negligence; (8) damages caused by the failure of the Design-Builder to control erosion in accordance with the plans and specifications.

In addition to any remedy authorized by law, the Department shall have a right to retain from moneys due the Design-Builder as the Department considers necessary until final disposition has been made of the following suits or claims: (1) For all claims against the Department involving claims or damages which are the Design-Builder's responsibility under Section 107 of the specifications. The Design-Builder and the Surety shall remain responsible until such suits or claims against the Department have been settled and until the Department has been indemnified and saved harmless. (2) In case of claims by the third parties against the Design-Builder involving tort liability for which the Department might be held liable for as a taking of property, or as a tort before the Industrial Commission. However, moneys due the Design-Builder will not be retained provided the Design-Builder produces satisfactory evidence to the Department that he is adequately protected from such tort liability by public liability and property damage insurance. In all other cases involving claims or suits by third parties against the Design-Builder, amounts due the Design-Builder will not be withheld provided that the consent of the Surety is furnished and the Surety guarantees payment of any amounts for which the Design-Builder may be determined to be legally liable for. (3) In cases of damage to property of the Department, such amounts necessary to pay for such damage.

In cases where claims are made or suits filed against employees, agents, or officers of the Department of Transportation or members of the Board of Transportation, the Department of Transportation may retain from moneys due the Design-Builder sufficient to indemnify such employee, agent, or officer of the Department of Transportation or member of the Board of Transportation for any amounts which they may be held liable for but for which the Design-Builder is responsible under the provisions of Section 107 of these specifications. In the event that there is not sufficient money retained or the final estimate is paid, the Department of Transportation may collect from the Design-Builder or its Surety amounts sufficient to



indemnify such employee, agent, or officer of the Department of Transportation or member of the Board of Transportation for such damages incurred.

**107-16 LIABILITY INSURANCE.**

When required by the special provisions the Design-Builder shall carry insurance of the kinds and in the amounts specified therein in addition to any other forms of insurance or bonds required under the terms of the contract, or any other insurance carried by the Design-Builder.

**107-17 OPENING SECTIONS OF PROJECT TO TRAFFIC.**

If it is determined by the Engineer that the Design-Builder will not complete the work by the completion date, intermediate completion date, or intermediate completion time, the Engineer may notify the Design-Builder in writing that upon expiration of contract time or intermediate contract time the project or any portion thereof will be open to traffic. On such sections, which are opened, the Design-Builder shall conduct the remainder of his operations to cause the least obstruction to traffic. The Design-Builder shall not be relieved of his liability or responsibility, shall not receive any additional compensation due to the added cost of the work, nor shall he receive any extension of the completion date, intermediate completion date, or intermediate completion time, by reason of such openings.

**107-18 DESIGN-BUILDER'S RESPONSIBILITY FOR WORK.**

Until final acceptance of the work by the Engineer, as evidenced in writing, the Design-Builder shall have the charge and care thereof and shall take every precaution against injury or damage to any part thereof by the action of the elements, or from any other cause, whether arising from the execution or from the nonexecution of the work. The Design-Builder shall rebuild, repair, restore, and make good all injuries or damages to any portion of the work occasioned by any of the above causes before final acceptance and shall bear the expense thereof, except as provided in other sections of the specifications. The Department will reimburse the Design-Builder for the repair of the work due to actions of the elements of such exceptional nature as to be legally classified as Acts of God.

In case of suspension of work from any cause whatever, the Design-Builder shall be responsible for all materials, and shall properly store them, if necessary, and shall provide suitable drainage of the roadway and erect necessary temporary structures at no cost to the Department.

**107-19 FURNISHING RIGHT OF WAY.**

The Department will be responsible for the securing of all necessary rights of way in advance of construction.

**107-20 PERSONAL LIABILITY OF PUBLIC OFFICIALS.**

Employees, agents, officers, and members of the Board of Transportation or the Department of Transportation shall not be held personally liable for any damages connected with the work, it being specifically understood in all such matters that they act solely as agents and representatives of the Board of Transportation or the Department of Transportation.

**107-21 WAIVER OF LEGAL RIGHTS BY THE DEPARTMENT.**

Upon completion of the work, the Department will expeditiously make an inspection and notify the Design-Builder of acceptance. Such final acceptance and processing of the final estimate, however, shall not preclude or stop the Department from correcting any measurement, estimate, or certificate made before or after completion of the work, nor shall the Department be precluded or stopped from recovering from the Design-Builder or his Surety, or both, such overpayment as it may sustain, or by failure on the part of the Design-Builder to fulfill his obligations under the contract. A waiver on the part of the Department of any breach of any part of the contract shall not be held to be a waiver of any other or subsequent breach.

The Design-Builder, without prejudice to the terms of the contract, shall be liable to the Department for latent defects, fraud, or such gross mistakes as may amount to fraud, or as regards the Department's rights under any warranty or guaranty.

**107-22 SAFETY AND ACCIDENT PROTECTION.**

The Design-Builder shall comply with all applicable Federal, State, and local laws, ordinances, and regulations governing safety, health, and sanitation, and shall provide all safeguards, safety devices, and protective equipment, and shall take any other needed actions, on his own responsibility that are reasonably necessary to protect the life and health of employees on the job and the safety of the public, and to protect property in connection with the performance of the work covered by the contract.

**107-23 WAGES AND CONDITIONS OF EMPLOYMENT.**

The Design-Builder's attention is directed to the provisions and requirements of any and all public statutes, which regulate hours, or conditions of employment on public work. Such provisions and requirements that are appropriate, in accordance with the intent of the particular law, act, or statute, will be applicable to all work performed by the Design-Builder with his own organization and with the assistance of workmen under his immediate superintendence, and to all work performed by subcontract. It will be the responsibility of the Design-Builder to ascertain the appropriate application of such provisions and requirements to the work.

In addition to the general requirements of the various regulations referred to above, certain additional regulations and restrictions may be imposed that are peculiar to the particular work under the contract. In such cases, these regulations and restrictions will be included in the special provisions for the particular project involved.

For projects that are financed wholly or in part with Federal funds, the minimum wage rates to be paid to all mechanics and laborers employed on the project will be determined by the U.S. Secretary of Labor. A schedule of such wage rates will be inserted in the Request for Proposals for such projects. The Design-Builder shall provide at the job site at no cost to the Department a weatherproof bulletin board covered with glass or rigid transparent plastic and shall display thereon at all times legible copies of such schedule of wage rates and of the wage rate information poster that will be furnished to him. The bulletin board shall be located in a conspicuous place easily accessible to all employees.

In the event that changes should occur in any of the regulations referred to in this article, or in any application thereof to the work under contract, no additional compensation will be allowed the Design-Builder as a result of such changes.

**107-24 LIABILITY TO THIRD PARTIES.**

It is not intended by any of the provisions of any part of these specifications to make the public or any member thereof a third party beneficiary hereunder, or to authorize anyone who is not a party to a contract entered into pursuant to these specifications to maintain a suit for personal injury or property damage otherwise than as authorized and provided by law.

**107-25 RIGHT OF THE DESIGN-BUILDER TO FILE VERIFIED CLAIM.**

If the Design-Builder fails to receive such settlement as he claims to be entitled to under the terms and provisions of the contract, the Design-Builder may submit a written and verified claim for such amounts he deems himself or his subcontractor(s) entitled to under the terms and provisions of the contract provided he has complied with the applicable provisions of the contract including, but not limited to, giving written notice of intent to file a claim, keeping and submission of cost records, and the initial submission of a written claim within the specified time period. The claim shall be submitted to the State Highway Administrator within 60 days from the time the Design-Builder receives the final estimate as defined by Article 101-38 and shall be submitted in accordance with G.S. 136-29.

**107-26 HAZARDOUS, CONTAMINATED, AND/OR TOXIC MATERIAL.**

When the Design-Builder's operations encounter or expose any abnormal condition which may indicate the presence of a hazardous, contaminated, and/or toxic material, such operations shall be discontinued in the vicinity of the abnormal condition and the Engineer shall be notified immediately. Upon notification by the Design-Builder, the Engineer will investigate the work and, if necessary, suspend the work in accordance with Article 108-7. The presence of barrels; old or abandoned underground storage tanks; and discolored earth, metal, wood, etc.; visible fumes; abnormal odors; excessively hot earth; smoke; or anything else which appears abnormal may be indicators of hazardous, contaminated, and/or toxic materials and shall be treated with extraordinary caution as they are evidence of abnormal conditions.

The Design-Builder's operations shall not resume until so directed by the Engineer.

Disposition of the hazardous, contaminated, and/or toxic material will be made in accordance with the requirements and regulations of the Department of Human Resources and the Department of Environment, Health & Natural Resources. Where the Design-Builder performs work necessary to dispose of hazardous, contaminated, and/or toxic material, payment will be made at the unit prices for pay items included in the contract which are applicable to such work or, where the contract does not include such pay items, payment will be made as provided in Article 104-7 for extra work. Where the contract does not include pay items for the work necessary to dispose of hazardous, contaminated, and/or toxic material, the Engineer may have the work performed by others.

## **SECTION 108**

### **PROSECUTION AND PROGRESS**

#### **108-1 GENERAL.**

It is the intent of these specifications that the Design-Builder shall commence work on the date of availability shown in the Request for Proposals or as soon thereafter as practicable, but not before the contract has been executed by both the Design-Builder and the Department. The Design-Builder shall not begin work prior to the date of availability without written approval of the Engineer. If such approval is given and the Design-Builder does begin work prior to the date of availability the Department will assume no responsibility for any delays caused prior to the date of availability by any reason whatsoever, and such delays, if any, will not constitute a valid reason for extending the completion date.

It is further the intent of these specifications that the Design-Builder shall pursue the work diligently with workmen in sufficient numbers, abilities, and supervision, and with equipment, materials, and methods of construction as may be required to complete the work described in the contract, or as may be amended, by the completion date.

#### **108-2 PROJECT SCHEDULE.**

**This section is replaced by the Project Special Provision entitled " Project Schedule" contained elsewhere in this Design-Build Package.**

#### **108-3 PREDESIGN CONFERENCE / PRECONSTRUCTION CONFERENCE.**

The selected Design-Builder shall meet with the Engineer for a predesign conference concerning the design phase of the work. This conference shall be held prior to the commencement of work, as it is determined according to Article 108-1, and will be scheduled by the Engineer. At the predesign conference, the Design-Builder shall furnish authorized signature forms and a list of any proposed subcontractors and major material suppliers associated with the design of the project.

A preconstruction conference shall be held at least 10 working days before construction activity begins. This second conference, concerning the construction phase, shall also be scheduled by the Engineer. The Design-Builder shall give the Engineer a minimum of 45 days notice before he plans to begin construction activities. This will allow the Engineer time for any environmental agency representatives involved in the permitting process, as well as any other pertinent entities, to be scheduled to attend the preconstruction conference. If the Design-Builder is responsible for utilities in accordance with Article 105-8, he shall be responsible for coordinating with the Engineer in scheduling their attendance and for notifying them. The Design-Builder shall also be responsible for coordinating with the Engineer in scheduling the attendance of subcontractors and others deemed appropriate, and for notifying them.

At the preconstruction conference, a list of any proposed subcontractors and major material suppliers associated with the construction of the project will be submitted.

If the contract has a DBE requirement, the Design-Builder shall submit copies of completed and signed DBE subcontracts, purchase orders, or invoices to the Department.

The Design-Builder shall submit a traffic control plan in accordance with Article 1101-5. The Design-Builder shall designate an employee who is competent and experienced in traffic control

to implement and monitor the traffic control plan. The qualifications of the designated employee must be satisfactory to the Engineer.

The Design-Builder shall submit a safety plan and designate an employee as Safety Supervisor.

Both plans shall be submitted at the preconstruction conference and must be satisfactory to the Engineer. Should the design plan include activities that would place personnel on the work site, traffic control and safety plans for those activities would be submitted at the predesign conference.

During the preconstruction conference, the Engineer will designate a Department employee or employees who will be responsible to see that the traffic control plans and any alterations thereto are implemented and monitored to the end that traffic is carried through the work in an effective manner. If approved by the Engineer, the Design-Builder may designate one employee to be responsible for both the traffic control and safety plans. The Design-Builder shall not designate its superintendent as the responsible person for either the traffic control plan or the safety plan, unless approved by the Engineer.

If the project requires that Design-Builder or State personnel work from falsework, within shoring, or in any other hazardous area the Design-Builder shall submit, as part of the Design-Builder's safety plan, specific measures it will use to ensure worker safety.

The Design-Builder shall also submit a program for erosion control and pollution prevention on all projects involving clearing and grubbing, earthwork, structural work, or other construction, when such work is likely to create erosion or pollution problems.

If the Design-Builder fails to provide the required submissions, the Engineer may order the preconstruction conference suspended until such time as they are furnished. Work shall not begin until the preconstruction conference has been concluded and the safety plan has been approved, unless authorized by the Engineer. The Design-Builder shall not be entitled to additional compensation or an extension of contract time resulting from any delays due to such a suspension.

The Design-Builder shall designate a qualified employee as Quality Control Manager. The Quality Control Manager shall be responsible for the implementing and monitoring of the quality control requirements of the project.

#### **108-4 CONSTRUCTION CONFERENCES.**

After work on the project has begun, construction conferences are to be held no less than once per month. The construction conferences are to be scheduled at times, which are mutually agreeable to both the Design-Builder and the Department. It shall be the Design-Builder's responsibility to attend and record the proceedings of these conferences.

#### **108-5 CHARACTER OF WORKMEN, METHODS, AND EQUIPMENT.**

The Design-Builder shall at all times employ sufficient labor and equipment for prosecuting the several classes of work to full completion in the manner and time required by these specifications.

“The Design-Builder cannot recruit Department employees for employment. Additionally, Department employees who elect to become employed by a Design-Builder may not perform any

function on a project, which they have been involved in during employment with the Department without written consent of the State. Any person employed by the Design-Builder and assigned to a project who has previously been involved in the project as a Department employee shall be, at the written direction of the Engineer, removed from the project. An exception to these terms may be granted when recommended by the Secretary and approved by the Board of Transportation.

Failure of the Design-Builder to comply may be justification for disqualifying the Design-Builder from further bidding in accordance with the provisions of Article 102-16 and shall be grounds for termination of this contract.

No person shall be employed by the Design-Builder or by any Subcontractor who has been determined by the Engineer to have engaged in fraudulent activities in connection with any work for the Department of Transportation.

Any person employed by the Design-Builder or by any Subcontractor who, in the opinion of the Engineer, does not perform his work in a proper and skillful manner or is disrespectful, intemperate, or disorderly or who has been determined by the Engineer to have engaged in fraudulent activities in connection with any work for the Department of Transportation shall be, at the written request of the Engineer, removed forthwith by the Design-Builder or Subcontractor employing such person, and shall not be employed again in any portion of the work without the approval of the Engineer.

Should the Design-Builder fail to remove such person or persons as required above, the Engineer may suspend the work in accordance with the provisions of Article 108-7 until such orders are complied with.

All equipment, which is proposed to be used on the work, is to be of sufficient size and in such mechanical condition as to meet the requirements of the work and to produce a satisfactory quality of work. Equipment used on any portion of the project shall be such that no injury to the roadway, adjacent property, or other highways will result from its use. The Engineer may order in writing the removal and replacement of any unsatisfactory equipment.

When the methods and equipment to be used by the Design-Builder in accomplishing the construction are not prescribed in the contract, the Design-Builder is free to use any methods or equipment that he demonstrates to the satisfaction of the Engineer will accomplish the contract work in conformity with the requirements of the contract.

When the contract specifies that the construction be performed by the use of certain methods and equipment, such methods and equipment shall be used unless others are authorized by the Engineer. If the Design-Builder desires to use a method or type of equipment other than those specified in the contract, he may request authority from the Engineer to do so. The request shall be in writing and shall include a full description of the methods and equipment proposed to be used and an explanation of the reasons for desiring to make the change. If approval is given it will be on the condition that the Design-Builder will be fully responsible for producing construction work in conformity with contract requirements. If, after trial use of the substituted methods or equipment, the Engineer determines that the work produced does not meet contract requirements, the Design-Builder shall discontinue the use of the substitute method or equipment and shall complete the remaining construction with the specified methods and equipment. The Design-Builder shall remove the unsatisfactory work and replace it with work of specified

quality, or take such other corrective action as the Engineer may direct. No change will be made in basis of payment for the construction items involved nor in the completion date as a result of authorizing a change in methods or equipment under these provisions.

#### **108-6 SUBLETTING OF CONTRACT.**

The Design-Builder shall not sublet, sell, transfer, assign, or otherwise dispose of the contract or any portion thereof; or of his right, title, or interest therein; without written consent of the Engineer. In case such consent is given, the sublet work shall be performed by the Subcontractor unless otherwise approved in writing by the Engineer. Failure of the Design-Builder to comply with these provisions will be just cause for the work to be considered unauthorized in accordance with Article 105-12. A firm which has been disqualified due to its failure to maintain satisfactory progress under the provisions of Article 108-8 will not be approved as a subcontractor until the firm demonstrates the ability to perform the work in a satisfactory manner. When directed by the Engineer, the Design-Builder shall submit a certified copy of the actual subcontract agreement executed between the Design-Builder and Subcontractor prior to written consent being issued by the Engineer. In case such consent is given, the Design-Builder will be permitted to sublet a portion thereof, but shall perform with his own organization, work amounting to not less than 30 percent of the total original contract amount, except:

1. Any items sublet to Disadvantaged Business Enterprise (DBE), Minority Business (MB) or Women's Business (WB), up to the value of the contract DBE, MB or WB goal, will be deducted from the total original contract amount before computing the amount of work required to be performed by the Design-Builder with his own organization.

Extra work performed in accordance with Article 104-7 will not be considered in the computation of work required to be performed by the Design-Builder.

An assignment by operations of law or assignment for the benefit of creditors, or the bankruptcy of the Design-Builder, shall not vest any right in this contract in the Trustee in bankruptcy, the Design-Builder's creditors, or the agent of the creditors.

A Subcontractor shall not sublet, sell, transfer, assign, or otherwise dispose of his contract with a Design-Builder or any portion thereof; or of his right, title, or interest therein; without written consent of the Engineer. When directed by the Engineer, the Design-Builder shall submit a certified copy of the actual subcontract agreement executed between the Subcontractor and the Second Tier Subcontractor. In the event of an assignment by operations of law or the bankruptcy of the Subcontractor, the Design-Builder shall have the right, power, and authority, in its discretion, without violating the contract or releasing the Surety, to terminate the subcontract. An assignment by operations of law or assignment for the benefit of creditors or the bankruptcy of the Subcontractor shall not vest any right in this contract in the Trustee in bankruptcy, nor the Subcontractor's creditors or agents of the creditors.

Neither the Design-Builder, nor any Subcontractor, shall enter into any written or oral equipment lease or rental agreement, materials purchase agreement, and/or labor agreement which circumvents the provisions of this article.

If the Design-Builder or a Subcontractor enters into a lease or rental agreement for equipment based upon payment for a unit of work, such agreement will be considered subletting of the contract unless the lease or rental agreement is with a commercial equipment company, manufacturer, and/or commercial leasing agency and such firm has been approved by the

Engineer. An equipment lease or rental agreement, which is based upon unit prices per unit of time, will not be considered subletting of the contract.

The approval of any subcontract will not release the Design-Builder of his liability under the contract and bonds, nor will the Subcontractor or the second tier Subcontractor have any claim against the Department of Transportation by reason of the approval of the subcontract. The State Highway Administrator will review and consider Subcontractor claims for additional time or compensation provided such claims are submitted by the contractor in accordance with Article 107-25 and General Statute 136-29.

Failure of the Design-Builder to comply with any of the provisions of this article may be justification for disqualifying the Design-Builder from further bidding in accordance with the provisions of Article 102-16.

#### **108-7 TEMPORARY SUSPENSION OF THE WORK.**

The Engineer will have the authority to suspend the work wholly or in part by written order for such periods, as he may deem necessary for any of the following reasons:

1. Conditions considered unfavorable for the suitable prosecution of the work, or
2. The Design-Builder's failure to correct conditions unsafe for workmen or the general public, or
3. The Design-Builder has not carried out orders given to him by the Engineer, or
4. The Design-Builder's failure to perform any provisions of the contract.

No extension of the completion date will be allowed for the above suspensions except as may be provided for in Article 108-10.

#### **108-8 FAILURE TO MAINTAIN SATISFACTORY PROGRESS.**

The Engineer will check the Design-Builder's progress at the time each partial pay request is received. The Design-Builder's progress may be considered as unsatisfactory if, according to the CPM of Record, the projected finish date for all work exceeds the scheduled finish date by greater than 10%.

When the Design-Builder's progress is found to be unsatisfactory as described above, the Engineer may make written demand of the Design-Builder to state in writing the reason for the unsatisfactory progress and produce such supporting data as the Engineer may require or the Design-Builder may desire to submit. The Engineer will consider the justifications submitted by the Design-Builder and extensions of the completion date that have or may be allowed in accordance with Article 108-10(B).

When the Design-Builder cannot satisfactorily justify the unsatisfactory progress the Engineer may invoke one or more of the following sanctions:

1. Withhold anticipated liquidated damages from amounts currently due or which become due.
2. Remove the Design-Builder and all firms prequalified under the Design-Builder's Prequalification Number from the Department's list of qualified bidders.

When any of the above sanctions have been invoked, they shall remain in effect until rescinded by the Engineer.



**108-9 DEFAULT OF CONTRACT.****(A) Declaration of Default:**

The Department shall have the right to declare a default of the contract for breach by the Design-Builder of any material term or condition of the contract or specifications. Material breach by the Design-Builder shall include, but specifically shall not be limited to failure to begin work under the contract within the time specified; failure to provide workmen, equipment, or materials adequate to perform the work in conformity with the plans and specifications by the completion date; unsatisfactory performance of the work; refusal or failure to replace defective work; failure to maintain satisfactory work progress; failure to comply with equal employment opportunity contract requirements; insolvency or bankruptcy, or any act of insolvency or bankruptcy; failure to satisfy any final judgment within 10 days after entry thereof; and making an assignment for benefit of creditors.

**(B) Sanctions:**

In the event of a breach of the contract by the Design-Builder, the Department shall have the right, power, and authority, in its sole discretion, without violating the contract or releasing the surety: to assume full control of the prosecution of the contract in the place and stead of the Design-Builder in directing Design-Builder's agents, employees, and Subcontractors in the performance of the work and in utilizing all materials, tools, machinery, equipment, and structures located on the project; to perform the work or any part thereof with Department personnel and equipment or to utilize any or all materials and equipment located on the project that are suitable and acceptable; to relet the work upon such terms and conditions as the Department shall deem appropriate; to employ any other methods that it may determine are required for completion of the contract in an acceptable manner; and to withhold any sums due the Design-Builder under the contract without penalty or interest until the work is completed and accepted by the Department.

**(C) Notice:**

Before invoking any of the sanctions provided for herein, the Department, acting through the Engineer, will give the Design-Builder at least 7 days written notice with a copy to the Surety, which will set forth the breach of contract involved and the sanctions to be imposed. The Department, in its discretion, may grant the Design-Builder time in excess of 7 days within which to comply with the contract terms and specifications, and the time allowed will be set forth in writing. If the Department determines during such period that the Design-Builder is not proceeding satisfactorily to compliance, it may impose the sanctions after 24 hours notice to the Design-Builder. If the Department determines that the Design-Builder is not in compliance at the end of the time allowed, it may immediately impose any of the sanctions set forth herein and will advise the Design-Builder, in writing, with a copy to the Surety of the sanctions imposed.

**(D) Payment:**

After declaration of default has been made final, the Design-Builder will be entitled to receive payment for work satisfactorily completed or portions of work satisfactorily completed, less any sums that may be due the Department from the Design-Builder but in no event shall payment exceed the contract unit or lump sum price for such work. The Department, at its election, may retain the sum due the Design-Builder, or any portion thereof, without interest or penalty, until the contract work is completed; or it may make payment to the Design-Builder

upon declaration of default for work satisfactorily completed to the date that notice of default is received by the Design-Builder. The Design-Builder may be required by the Engineer, however, to carry to a stage of completion satisfactory to the Engineer any work in progress, the value of which otherwise would be lost by immediate cessation of work. Payment for such work will be made upon the basis hereinafter set out.

In the event that the Design-Builder's employees, equipment, or materials are used in prosecution of the work, or any part thereof, after default is declared, payment to the Design-Builder may be by contract unit or lump sum prices for the work performed, or, if the Engineer determines that such prices do not represent the value of the work performed, payment for the type of work or services performed will be made on a force account basis, as set forth in Article 109-3, less any sums that may be due the Department; but in no event shall payment exceed the contract unit or lump sum price for such work or services. Determination of the method of payment shall be in the sole discretion of the Engineer, and he will advise the Design-Builder, in writing, of his determination with reference to the specific type of work or service to be performed.

If all costs and expenses incurred by the Department arising out of the breach and imposition of sanctions, together with the total cost to the Department of securing the performance of the work set forth in the contract, exceed the sum that would have been payable under the contract, the Design-Builder and the Surety shall be liable to the Department for such excess and shall pay such amount to the Department.

**(E) Authority of Engineer:**

The Engineer will exercise the powers and discretion vested in him by the specifications and other contract conditions in carrying out the terms of this article. He will have full power and authority to carry out any orders, directives, or resolutions issued by the Department in connection with a declaration of default. In the event that the Department fails to specify the sanctions to be imposed, the notice to be given, or the method of completing the work, the Engineer, may, in his discretion, impose such sanctions, give such notice, and select such methods of completing the work, as are authorized by this article; and such actions shall have the same effect and validity as if taken pursuant to an express order, directive, or resolution of the Department.

**(F) Obligation of Design-Builder and Surety:**

No term or terms of this article and no action taken pursuant hereto by the Department of Transportation, its agents, or employees, will be construed to release or discharge the Design-Builder or the Surety upon the obligation set forth in the contract bonds, and the Design-Builder and the Surety shall remain bound thereon unto the Department until the work set forth in the contract has been completed and accepted by the Department and all obligations of the Design-Builder and the Surety arising under the contract and contract bond have been discharged.

**(G) Provision Not Exclusive:**

The provisions shall be in addition to, and not in place of, any other provisions relating to default, breach of contract, and sanctions to be imposed in connection therewith appearing in the contract.

**108-10 CONTRACT TIME; INTERMEDIATE CONTRACT TIME.****(A) General:**

The contract time will be as defined in Article 101-24. No extensions to the completion date will be authorized except as allowed by this article. No modifications in the date of availability will be made for any reason whatsoever.

Intermediate contract time, as defined in Articles 101-47 and 101-48, will be that as allowed in the special provisions to complete a part, portion, or phase of the total work covered in the contract. Intermediate completion dates and intermediate completion times set forth in the special provisions may be extended on the same basis as completion dates and as described in this article.

When the liquidated damages stipulated in the project special provisions are to be on an hourly basis, extensions as described in this article will be considered on an hourly basis.

**(B) Completion Date, Intermediate Completion Date, and Intermediate Completion Time Extensions:**

No extension of the completion date, intermediate completion date, or intermediate completion time will be allowed for any reason except as provided for below:

1. If supplemental agreements covering the performance of extra work include provisions for an extension of the completion date, intermediate completion date, or intermediate completion time, and the final dollar value of the extra work exceeds the estimated dollar value, the number of days or the number of hours by which the completion date, intermediate completion date, or intermediate completion time was extended will be increased by the percentage which the final dollar value exceeds the estimated value.
2. If the Design-Builder's current controlling operation(s) are delayed by circumstances originating from work required under the contract and beyond his control and without his fault or negligence, he may, at any time prior to the final payment make a written request to the Engineer for an extension of the completion date, intermediate completion date, or intermediate completion time. This request shall include: (a) the circumstances resulting in the alleged delay and documentation of said circumstances as may be required by the Engineer, (b) the controlling operation(s) alleged to have been delayed, (c) the calendar dates or calendar dates and times on which the controlling operation(s) were delayed and (d) the number of calendar days or hours by which he is requesting the completion date, intermediate completion date, or intermediate completion time to be extended. If the Engineer determines that the controlling operation(s) were delayed because of circumstances beyond the control of and without the fault or negligence of the Design-Builder, and that the Design-Builder has pursued the work in accordance with Article 108-1, he will extend the completion date, intermediate completion date, or intermediate completion time unless otherwise precluded by other provisions of the contract. No extension of the completion date, intermediate completion date, or intermediate completion time will be allowed for delays caused by restrictions, limitations or provisions contained in the contract.

3. If changes in the work from that originally contemplated in the Design-Build Package are ordered by the Engineer and these changes result in additional work and/or extra work, the Engineer will allow an extension in the completion date, intermediate completion date, or intermediate completion time as he may deem warranted by such changes. It is, however, the Design-Builder's responsibility to show just cause for an extension in the completion date, intermediate completion date, or intermediate completion time due to the aforesaid conditions.

Submit all requests for extensions of Contract time in writing. Only delays to activities which affect the Contract completion date will be considered for an extension of contract time. No time extensions will be granted until a delay occurs which impacts the project's critical path, consumes all available float, and extends the work beyond the contract completion date. Include in the request a written narrative describing the events, which would require an extension of contract time.

Any extension to the Contract completion date will be based on the number of calendar days the Contract completion date is impacted as determined by the Engineer's analysis.

The Design-Builder's plea that insufficient contract time (days), intermediate contract time (days), or intermediate contract time (hours) was specified in the contract will not be considered as a valid reason for an extension in the completion date, intermediate completion date, or intermediate completion time.

#### **108-11 LIQUIDATED DAMAGES.**

It is mutually recognized that time is an essential element of the contract, and that delay in completing the work will result in damages due to public inconvenience, obstruction to traffic, interference with business, and the increasing of engineering and administrative costs to the Department. It is therefore agreed that in view of the difficulty of making a precise determination of such damages, a sum of money in the amount stipulated in the special provisions will be charged against the Design-Builder for each calendar day, each hour, or portion thereof that the work, or any portion of the work as described in the special provisions, remains uncompleted after the expiration of the completion date, intermediate completion date, or intermediate completion time shown in the special provisions, not as a penalty but as liquidated damages.

Should the Design-Builder or, in case of default, the Surety fail to complete the work or any portion of the work by any of the applicable completion dates, intermediate completion dates, or intermediate completion times shown in the special provisions, a deduction of the amount stipulated in the special provisions as liquidated damages will be made for each and every calendar day, for each and every hour, or portion thereof that the work or any portion of the work remains uncompleted after the expiration of any completion date, intermediate completion date, or intermediate completion time applicable to the uncompleted work. This amount will be deducted from any money due the Design-Builder or his Surety under the contract, and the Design-Builder and his Surety will be liable for any liquidated damages in excess of the amount due.

In the event that the special provisions establish one or more intermediate completion dates and/or one or more intermediate completion times in addition to the completion date, each of the liquidated damages stipulated will be considered to be cumulative to any other liquidated damages stipulated.

In case of default of the contract and the completion of the work by the Department, the Design-Builder and his Surety will be liable for the liquidated damages under the contract, but no liquidated damages will be chargeable for any delay in the final completion of the work by the Department due to any action, negligence, omission, or delay of the Department.

In any suit for the collection of or involving the assessment of liquidated damages, the reasonableness of the amount stipulated in the contract will be presumed. The liquidated damages referred to herein are intended to be and are cumulative, and will be in addition to every other remedy now or hereafter enforceable at law, in equity, by statute, or under the contract.

Permitting the Design-Builder to continue and finish the work or any part thereof after the expiration of the completion date, intermediate completion date, or intermediate completion time shall in no way operate as a waiver on the part of the Department of any of its rights under this contract.

#### **108-12 EXTENSION OF CONTRACT TIME AND APPORTIONMENT OF LIQUIDATED DAMAGES.**

It is the intent of Articles 108-10 and 108-11 of these specifications that when a contract is not completed by the completion date, intermediate completion date, or intermediate completion time the Design-Builder shall be entitled to an extension of the completion date, intermediate completion date, or intermediate completion time and apportionment and remittance of liquidated damages to the extent that the failure to complete was due to the conditions set forth in Article 108-10. The Design-Builder, however, shall be entitled to an extension of the completion date, intermediate completion date, or intermediate completion time, or an apportionment and remittance of liquidated damages only to the extent and in the proportion that such delays were caused by the conditions set forth in Article 108-10, and it is understood that any extension granted shall not operate to waive any liquidated damages or any claim which the Department has or may have against the Design-Builder by reason of failure of the Design-Builder to complete the said contract by the completion date, intermediate completion date, or intermediate completion time specified therein or as revised by authorized extensions.

#### **108-13 TERMINATION OF CONTRACT.**

The Board may terminate the contract in accordance with the following provisions:

1. Consideration will be given to termination of the contract if any of the following circumstances exist:
  - a. If it is impossible for the Design-Builder to obtain critical materials for completion of the contract within a practical time limit, or
  - b. If it is impossible for the Design-Builder to complete the work in accordance with the contract by reason of unanticipated conditions at the site, including slides and unstable subsoil, without a major change in the design of the project and the Design-Builder will be unduly delayed in completing the project by reason of such unanticipated conditions and changes in design, or

- c. If the Design-Builder is prevented from proceeding with the contract as a direct result of an Executive Order of the President with respect to the prosecution of war or in the interest of national defense, or
  - d. If the Design-Builder is prevented from proceeding with the work required by the contract as a direct result of a restraining order, or other court order, or by reason of a permit requirement, and the Design-Builder will be unduly delayed in completing the project by reason of such order or requirement, or
  - e. If the Design-Builder is prevented from proceeding with the work due to the unavailability of the site.
2. The Design-Builder shall determine that the circumstances in item 1 exist and are beyond his control, and shall notify the Department in writing of his determination and include adequate documentation of these circumstances along with such notification.
  3. The Contract will be terminated under this article if:
    - a. Request by Design-Builder:
      - i. The Board concurs in the determination by the Design-Builder of the circumstances or makes an independent determination that such circumstances hereinabove indicated exist, and
      - ii. The Board determines that such circumstances are beyond the control of the Design-Builder, and the Design-Builder was not at fault in creating the circumstances, and
      - iii. The Board determines that a termination of the contract is in the best public interest, or
    - b. Authority of the Board:

The Board determines that a termination of the contract is in the best public interest.
  4. The Design-Builder will be notified in writing by the State Highway Administrator of the action of the Board.
  5. After a contract is terminated in accordance with this termination provision, the following provisions shall be applicable:
    - a. When the contract is terminated before completion of all items of work in the contract, payment will be made for the actual number of acceptably completed items of work or acceptably completed portions thereof at the contract unit or lump sum prices. When the contract is terminated before completion of all items of work in the contract and items of work are partially completed or not begun, payment will be made in accordance with Article 104-6.
    - b. Upon request from the Design-Builder, materials meeting the requirements of the contract which were to have been incorporated into the work or were to remain the property of the Department but are not used in the work will be paid for in accordance with Article 109-6.
    - c. No claim for loss of anticipated profits will be considered and no payment will be made for loss of anticipated profits.

- d. Termination of a contract shall not relieve the Design-Builder of his responsibilities for any completed portion of the work nor shall it relieve his Surety, of its obligation for and concerning any just claims arising out of the work performed.

**108-14 TERMINATION OF CONTRACTOR'S RESPONSIBILITY.**

After the project has been completed and accepted, as provided for in Article 105-17, the Design-Builder's responsibility will cease except as provided in Article 107-21 and as set forth in his contract bonds.

**SECTION 109**

**MEASUREMENT AND PAYMENT**

**109-1 MEASUREMENT OF QUANTITIES.**

All work completed under the contract will be measured by the Engineer according to United States standard measures unless otherwise stated in the contract.

The method of measurement and computations used in the determination of quantities of material furnished and of work performed under the contract will be those methods generally recognized as conforming to accepted engineering practice.

The terms "gage" and "thickness", when used in connection with the measurement of plates, sheets, and steel wire, shall be applied as follows:

Uncoated Steel Sheets and Light Plates.....	United States Standard Gage
Galvanized Sheets.....	AASHTO M218 or M167
Aluminum Sheets.....	AASHTO M196 or M197
Steel Wire.....	AASHTO M32

The term ton will mean short ton consisting of 2,000 pounds avoirdupois.

Cement will be measured by the barrel unless otherwise indicated elsewhere in the Specifications. The term barrel will mean 376 pounds of cement.

Trucks used to haul material being paid for by weight will be either weighed empty prior to each loading or weighed empty on a daily basis. When trucks are weighed empty on a daily basis, each truck shall be weighed prior to hauling its first load of the day and shall bear a legible identification mark.

Where aggregates that are to be paid for by weight have been stockpiled after being produced, measurement for purposes of payment will be made after the aggregates have been loaded on trucks for direct delivery to the project.

When a complete structure or structural unit, as may be indicated by the unit "lump sum" or "each", is specified as the unit of measurement, the unit will be construed to include all necessary fittings and accessories.

When standard manufactured items are specified, and these items are identified by gage, unit weight, section dimensions, and/or other dimensions, such identification will be considered to be nominal weights or dimensions. Unless more stringently controlled by tolerances in cited specifications, manufacturing tolerances established by the industries involved will be accepted.

**109-2 SCOPE OF PAYMENT.**

The Design-Builder shall receive and accept compensation provided for in the contract as full payment for furnishing all materials and performing all work under the contract in a complete and acceptable manner and for all risk, loss, damage, or expense of whatever character arising out of the nature of the work or the prosecution thereof, subject to the provisions of Article 107-21. Payment to the Design-Builder will be made only for the work completed, certified and accepted in accordance with the terms of the contract.

If the "Basis of Payment" or "Compensation" clause in the specifications relating to any unit price or lump sum price in the bid schedule requires that the said unit price or lump sum price



cover and be considered compensation for certain work or material essential to the item, this same work or material will not also be measured or paid for under any other pay item which may appear elsewhere in the specifications.

**109-3 FORCE ACCOUNT WORK** (9-12-05)

**DESIGN**

The actual costs for labor will be paid.

**CONSTRUCTION**

All force account work shall be performed as directed by the Engineer including the numbers and types of equipment, the numbers and classifications of labor and foremen, and material requirements.

All work to be paid for on a force account basis shall be paid for in the following manner:

- A) Labor.** For all authorized labor and foremen in direct charge of the specific operations, the Design-Build Team will receive the rate of base (actual) wages (or scale) actually being paid by the Contractor for each hour that the labor and foremen are actually engaged in the specific force account work.

In addition to reimbursement for each hour that the labor and foremen are actually engaged in the specific force account work, the Design-Build Team may receive compensation for travel time to and from the project if and only if the labor and foremen needed are outside a 75 mile radius as included in Section 109-3(2B). The base location will be established and approved by the Engineer prior to performing the specific force account work. If the approved labor and foremen travel to another project upon completion of the specific force account work, payment for travel time may not exceed the travel time that would have been required to return to the point of origin in accordance with Section 109-3(2B). When travel time is approved by the Engineer, it shall be included in the total hours approved and worked for that specific week. The Engineer will approve the mode of travel.

Prior to beginning the specific force account work, the Design-Build Team will submit in writing for the Engineer's approval a list of all wage rates applicable to the work. Approval will not be granted where these wage rates are not actually representative of wages being paid elsewhere on the project for comparable classes of labor performing similar work.

Payment for overtime will be allowed when approved by the Engineer prior to performing the specific force account work. Overtime for labor and foremen will be paid based on the company's policy for overtime payment. Verification of such payment will be tracked by submission of weekly payrolls as required on federal projects and as requested on all other projects. Failure to submit payrolls as required or requested shall act as a bar to the Design-Build Team for payment of overtime for labor and foremen. If the labor or foremen is employed partly on specific force account work and partly on other work, the amount of overtime to be reimbursed will be prorated based upon the number of hours worked on the specific force account work during the payroll period.

An additive amount equal to the Design-Build Team's actual labor burden rate, up to a maximum of 60 percent, will be paid to the Design-Build Team for all base (actual) wages paid to labor and foremen for the specific force account work. No additive will be provided for overtime payments. The labor burden rate(s) will include costs associated with the employee's actual base wages benefits, including FICA, unemployment contributions, Social Security and Medicare taxes and company fringe benefits. Company fringe benefits are the actual costs paid to, or on behalf of, workmen by reason of health and welfare benefits, pension fund benefits, or other benefits, when such amounts are required by prevailing wage laws generally applicable to the classes of labor employed on the work. The Design-Build Team's actual labor burden rate(s) will shall be submitted to and approved by the Engineer prior to beginning the work. When the Design-Build Team cannot verify actual labor burden rate(s), an, an amount equal to 35 % percent of the total base (actual) wage paid for labor and foremen will be added to the total base wages paid to the Design-Build Team. These percentage additives will be full compensation for overhead, benefits, contingencies, and all other costs associated with labor for the specific force account work.

- (B) Subsistence and Travel Allowances.** The Design-Build Team may receive payment for actual costs paid to, or on behalf of, labor and foremen by reason of subsistence and travel allowances under certain circumstances. When the Design-Build Team is required to mobilize a crew for specific operations, the Engineer may approve reimbursement of subsistence, including meals and overnight lodging, if the specific force account work is determined to be outside of the scope of the original contract and the distance from the Design-Build Team's base location to the project is more than 75 miles. Should the Design-Build Team utilize forces currently working at the location of the specific force account work, the Engineer may approve the payment of subsistence, including meals and overnight lodging, if the work is determined to be outside of the scope of the original contract, the forces currently working at the location have routinely stayed overnight during the life of the project, and the distance from the Design-Build Team's base location to the project is more than 75 miles. The Engineer will approve the mode of travel.

Payment will be made to the Design-Build Team for subsistence, including meals and overnight lodging, paid in accordance with the Design-Build Team's usual policy for authorized labor and foremen in direct charge of the specific operations.

Subsistence will be limited to the lesser of actual amount paid or the current maximum in-state rate for State employees. Verification of such costs paid to, or on behalf of, labor and foremen will shall be submitted to the Engineer. If the labor or foremen are partly employed on specific force account work and partly on other work, the amount of subsistence to be reimbursed will be prorated based upon the number of hours worked on the specific force account work during the payroll period.

- (C) Materials.** For materials authorized and accepted by the Engineer and used, the Design-Build Team will receive the actual cost of such materials, including sales tax and transportation charges paid by him (exclusive of equipment rentals as hereinafter set forth), to which costs 15% percent will be added. The Design-Build Team will shall furnish records to the Engineer to verify the quantities of materials used in the specific

force account work, prices of the materials, sales tax, and costs of transportation for the materials.

If materials used in the specific force account work are not specifically purchased for such work but are taken from the Design-Build Team's stock, the Design-Build Team will shall furnish an affidavit certifying that such materials were taken from his stock, the quantity was actually used in the specific force account work, and the price and transportation cost claimed represent the actual cost to the Design-Build Team.

- (D) Equipment.** For all equipment authorized by the Engineer to be used on the specific force account work the Design-Build Team will receive rental payment. Hourly rental rates paid for equipment in use, which is Design-Build Team owned or rented from another Design-Build Team, will not exceed 1/176<sup>th</sup> of the monthly rate listed in the *Rental Rate Blue Book for Construction Equipment* that is current at the time the specific force account work is performed.

In determining the hourly rate, the regional adjustment factor and the rate adjustment factor for equipment age, as set forth in the current *Blue Book*, will both be applied to the basic rate. An additive payment equal to 100% percent of the *Blue Book* estimated operating cost per hour will also be paid for all hours equipment is in use. This additive payment will be full compensation for fuel, lubricants, repairs, servicing (greasing, fueling, and oiling), small tools, and other incidentals.

If rental rates for the equipment actually being used in the work are not listed in the *Blue Book*, the Design-Build Team will receive the prevailing rental rates being paid for such equipment in the area where the project is located. An additive payment equal to 15 percent of the prevailing rental rate will also be paid for all hours equipment is in use. This additive payment will be full compensation for fuel, lubricants, repairs, servicing (greasing, fueling, and oiling), small tools, and other incidentals.

Hourly rental rates for equipment held in ready as directed by the Engineer will be 50 percent of the rate paid for equipment in use. An additive payment will not be made for equipment held in ready. When equipment is in use less than 40 hours for any given week and is held in ready as directed by the Engineer, payment for held in ready time will be allowed for up to 40 hours, less hours in use. When payment is made for equipment held in ready as directed by the Engineer, the payment for held in ready time will be allowed for up to 8 hours in a day less hours in use.

Hourly rental rates for idle equipment held in ready in accordance with Article 104-4 will be 50 percent of the rate paid for equipment in use. Hourly rental rates for idle equipment held in ready in accordance with Article 104-4 which that is rented from a commercial rental agency will be paid for in accordance with the invoice rate for the equipment. An additive payment will not be made for idle equipment. When equipment is in use less than 40 hours for any given week and is held in ready as idle equipment in accordance with Article 104-4, payment for idle equipment time will be allowed for up to 40 hours, less hours in use. When payment is made for idle equipment held in ready in accordance with Article 104-4, the payment for idle equipment time held in ready will be allowed for up to 8 hours in a day less hours in use.

In the event the Design-Build Team does not possess or have readily available such equipment necessary for the performance of the work and such equipment is rented from a commercial rental agency, the Design-Build Team will receive payment based on the approved invoice rate for the equipment.

An additive payment equal to 15 percent of the calculated hourly invoice rate will also be paid for all hours equipment is in use. This additive payment will be full compensation for fuel, lubricants, repairs, servicing (greasing, fueling and oiling), small tools, and other incidentals. The commercial rental agency shall not be the Design-Build Team or an affiliate of the Design-Build Team.

No compensation will be made for the use of equipment not authorized by the Engineer.

The Design-Build Team will be reimbursed for the actual transportation costs for equipment which the Design-Build Team is directed to furnish. Such payment will be limited to transportation costs from the nearest source of available equipment. If equipment is not returned to the point of origin, but is transported to another location, transportation costs will not exceed the cost of return to the point of origin. Rental for such equipment will not be paid when the equipment is being transported. The Design-Build Team will shall furnish records to the Engineer to verify the actual transportation costs for equipment.

The Design-Build Team will shall provide to the Engineer for approval a listing of all equipment and attachments to be utilized in the prosecution of the work. The list will shall include the manufacturer's name, type, model, serial number, and year of manufacture. The list will shall also include the invoice rate for equipment rented from a commercial rental agency. It will shall be the Design-Build Team's responsibility to verify the age of the equipment in a manner acceptable to the Engineer. Where such verification is not available, the rate adjustment factor used will be for the oldest equipment listed in the Blue Book.

The above prices and payments will be full compensation for fuel, lubricants, cutting edges, all repairs, and all other operating and maintenance costs other than operator's wages.

- (E) Owner-Operated Equipment.** For all owner-operated equipment authorized by the Engineer to be used on the specific force account work, the Design-Build Team will receive rental payment equal to the existing contract rate(s) with no additive as provided in Items 109-3(1A), 109-3(2B), 109-3(4D) and 109-3(H8). When existing contract rate(s) have not been established, the Design-Build Team will shall submit the proposed rate(s) for the owner-operated equipment with sufficient documentation as deemed necessary by the Eengineer for approval.

For fully maintained and operated trucks used for the specific force account work, the Ccontractor will receive rental payment equal to the existing contract rate(s) with no additive as provided in Items 109-3(1A), 109-3(2B), 109-3(4D) and 109-3(8H). When existing contract rate(s) have not been established, the prevailing industry rate(s) for fully maintained and operated trucks will be used for the specific force account work with approval of the Engineer.

For the purposes of force account work, owner-operated equipment, including fully maintained and operated trucks, will be considered subcontractors. No additional additives other than those allowed under Item 109-3(7G) will be allowed.

- (F) **Miscellaneous.** No additional allowance will be made for general superintendence, the use of manually powered tools, or other costs for which no specific allowance is herein provided.
- (G) **Subcontracting.** For administrative costs of the Design-Build Team in connection with approved subcontract work at any level and the use of owner-operated equipment at any level, the Design-Build Team will receive an additive amount in accordance with the rate schedule shown below of the total cost of such subcontracted work. The total cost of such subcontracted work will include applicable labor and additive, bond and insurance, materials, and equipment costs incurred by the subcontractor; overhead and profit computed in accordance with Items 109-3(1A) through 109-3(4D), 109-3(6F), 109-3(8H) and 109-3(9I); and costs for owner-operated equipment, including fully maintained and operated trucks in accordance Item 109-3(5E). No additional additives will be allowed.

<u>Total Cost of Subcontract Work</u>	<u>Rate Schedule</u>
\$0 - \$10,000	10%
Above \$10,000	\$1,000 + 5% Above \$10,000

- (H) **Overhead and Profit.** An additive payment equal to 10 percent of the specific force account total will be paid to the Design-Build Team. This specific force account total is exclusive of the portion of the work included with Item 109-3(3C), Materials, Item 109-3(5E), Owner-Operated Equipment and Item 109-3(7G), Subcontracting. This payment will be full compensation for all costs including but not limited to home office and field overhead, burdens, and profit associated with the specific force account work.

An additive payment equal to 10 percent of the specific force account total for approved subcontract work will also be paid to the subcontractor for overhead and profit. This specific force account total for subcontract work is exclusive of the portion of the work included with Item 109-3(3C), Materials and Item 109-3(5E), Owner-Operated Equipment. This payment will be full compensation for all costs including but not limited to home office and field overhead, burdens, and profit associated with the specific force account subcontracted work. No additional additivesadditional additives will be allowed.

- (I) **Bond and Insurance.** For property damage and liability insurance premiums and bond premiums on the specific force account work, the Design-Build Team will receive the actual cost. The Design-Build Team willshall furnish satisfactory evidence to the Engineer of the rate or rates paid for such insurance and bond.

An annualized composite percentage may be used to determine the cost for bond and insurance. Insurance costs will be limited to the direct costs associated with the specific force account work. The Design-Build Team willshall furnish satisfactory evidence to the Engineer of the annualized composite percentage for the bond and insurance.

- (J) General.** The Engineer will maintain the payment records of work performed on a force account basis. The Design-Build Team will shall compare records of work with the Engineer at the end of each day on which such work is in progress.

Any contention the Design-Build Team may have for an extension in the completion date, intermediate completion date, or intermediate completion time, due to performance of specific force account work will be considered as provided in Article 108-10.

#### **109-4 PARTIAL PAYMENTS.**

**(A) General:**

Partial payments will be based upon progress estimates prepared by the Engineer at least once each month on the date established by the Engineer. Partial payments may be made twice each month if in the judgment of the Engineer the amount of work performed is sufficient to warrant such payment. No partial payment will be made when the total value of work performed since the last partial payment amounts to less than \$10,000.00. Partial payments will be approximate only and will be subject to correction in the final estimate and payment.

Partial payments for the lump sum design-build price shall be based on a certified Schedule of Payments submitted by the successful Design-Build proposer and approved by the Engineer. The certification shall indicate the Design-Build proposer has reviewed the information submitted and the information accurately represents the work performed for which payment is requested. The certified Schedule of Payments shall be submitted not less than 30 calendar days after the date of award. Each item on the certified Schedule of Payments shall be assigned a cost and quantity and shall be identified as an activity on the project schedule. A revised certified Schedule of Payments shall be submitted with each update of the CPM of Record as described in Article 108-2 or when requested by the Engineer. A certified copy of the Table of Values shall also be submitted with each payment request. The certification of the Table of Values shall indicate the Design-Builder has reviewed the information submitted and the information accurately represent the materials for the work performed for which payment is requested. The certification for the Table of Values shall also indicate the Design-Builder has performed material sampling and testing in accordance with the contract requirements.

The Engineer will withhold an amount sufficient to cover anticipated liquidated damages as determined by the Engineer.

#### **109-5 PAYMENT FOR MATERIAL TO BE USED IN THE WORK.**

**(A) Material Delivered on the Project:**

When so authorized by the Engineer, partial payments will be made up to 90 percent of the delivered cost of materials on hand that are to be incorporated in the work, provided that such materials have been delivered on or in close proximity to the project and stored in an acceptable manner. Material payments will be allowed when 90 percent of the accumulated costs of unpaid invoices are equal to or greater than \$10,000.00, materials have been inspected and approved by the Engineer, and the documents listed in Subarticle 109-5(C) have been furnished to the Engineer.

**(B) Material Stored at Fabricator's Facilities or Design-Build Team's Facilities:**

When so authorized by the Engineer, partial payments will be made up to 90 percent of the invoiced cost, exclusive of delivery cost, for bulky materials requiring fabrication at an off site location that are durable in nature and represent a significant portion of the project cost, if it has been determined by the Engineer, that the material cannot be reasonably stockpiled in the vicinity of the work. Material payments will be allowed when the materials have been inspected and approved by the Engineer and the documents listed in Subarticle 109-5(C) have been furnished to the Engineer.

**(C) Required Documents:**

1. Written consent of surety to make such partial payments,
2. Bill of Sale from the Design-Build Team to the Department,
3. Copy of invoice from material supplier verifying the cost of the material.

**(D) General Requirements:**

The partial payments will be made on the conditional basis that the material meets the requirements of the contract and will be incorporated into the project. The Design-Build Team shall reimburse the Department for all partial payments for material paid for, but not incorporated into the project.

Partial payments for materials on hand will not constitute acceptance, and any faulty material will be rejected even though previous payment may have been made for same in the estimates.

Partial payment will not be made for fuel, supplies, form lumber, falsework, or used materials.

Partial payments will not be made on seed or any living or perishable plant materials.

Partial payment requests shall not be submitted by the Design-Build Team until those items requested have corresponding signed and sealed RFC plans as outlined in the *Design-Build Submittal Guidelines*.

**109-6 PAYMENT FOR LEFTOVER MATERIALS.**

Payment will be made to the Design-Builder for materials meeting the requirements of the contract which were to have been permanently incorporated into the work or were to remain the property of the Department but due to revisions or elimination of items of work by the Engineer, due to changes in the scope, or due to termination of the contract are not used in the work. The Design-Builder upon request will be reimbursed for the verified actual cost of such material delivered to a site designated by the Engineer, including any handling charges less any discount, but in no event shall payment exceed that which would have been made at the contract unit or lump sum price for the completed work.

The Design-Builder shall furnish invoices and cost records to the Engineer to verify the actual cost of materials, handling charges, discounts which were taken, and transportation charges. No percentage additive will be added to the verified cost of such material.

No payment will be made for loss of anticipated profits and no other payment will be made for leftover materials except as listed above.

**109-7 COMPENSATION PAID AT CONTRACT PRICES.**

Except as provided for by this article, payment for work performed will be made at the contract unit price or the contract lump sum price, as the case may be. Payment shall be made at the adjusted contract unit or lump sum price, as applicable, when a price adjustment or pay factor is provided for by the Specifications or as determined by the Engineer in accordance with Article 105-3. The Design-Builder shall not be paid for any work performed for which there is not a contract price, nor shall the Design-Builder receive additional compensation over and above the contract price for work performed or for extra work performed, except for work performed pursuant to an executed supplemental agreement or work performed in accordance with the applicable provisions of Section 104.

**109-8 FUEL PRICE ADJUSTMENTS.**

**This section is replaced by the Project Special Provision entitled "Fuel Price Adjustment" contained elsewhere in this Design-Build Package.**

**109-9 FINAL PAYMENT.**

The Engineer will notify the Design-Builder giving the apparent liquidated damages, if any assessed. After the Design-Builder submits the documents listed in Article 109-10, the entire sum found to be due after deducting all previous payments and all amounts to be retained or deducted under the provisions of the contract will be paid the Design-Builder.

**109-10 DOCUMENTS REQUIRED FOR THE PROCESSING OF THE FINAL ESTIMATE.**

Prior to the processing of the final estimate, the following documents shall have been submitted to and accepted by the Engineer.

1. Statement of Consent of Surety on the contract bonds for payment of money due the Design-Builder.
2. Affidavit of the Design-Builder that all obligations and debts arising out of the construction have been satisfied, or affidavit which shall include a list of obligations not satisfied.
3. Written notice that the Design-Builder has no request for any extension in the completion date or any adjustment in compensation from that shown in the final estimate or in lieu thereof written notice presenting all request for adjustment of the final estimate setting forth full justification for such requests.
4. Any other documents that are required by the contract such as completed Form PR-47 and all reports, statements, and other information necessary for compliance with applicable labor regulations of the Federal Highway Administration.
5. As-constructed plans.
6. Final Material Certificate

Submission of false information in the documents required by this section shall be a basis for disqualifying the Design-Builder from further bidding in accordance with Article 102-16.



**109-11 INTEREST ON FINAL PAYMENT.**

Should final payment on a project not be made within 120 calendar days after the project final acceptance date, interest, at the average rate earned by the State Treasurer on the investment within the State's Short Term Fixed Income Investment Fund during the month preceding the date interest becomes payable, will be paid the Design-Builder on the final payment for the period beginning on the 121st day after final acceptance and extending to the date the final estimate is paid, provided that the documents required by Article 109-10 have been submitted within 30 days of the mailing of the notification outlined in Article 109-9. In the event the Design-Builder fails to submit the required documents within the stipulated 30 day period, and the final estimate is not paid until 120 calendar days following final acceptance of the project, the number of days on which interest accrues will be reduced by the number of days in excess of 30 that the Design-Builder requires to submit the document(s).

**SECTION 150**  
**MAINTENANCE OF TRAFFIC**

**150-1 GENERAL.**

The Design-Builder will be required to maintain traffic within the limits of the project, including all existing roadways, which cross or intersect the project, unless otherwise provided in the contract or approved by the Engineer. Traffic shall be maintained from the time the Design-Builder begins work on the project site until acceptance of the project, including any periods during which the Design-Builder's operations are suspended, unless otherwise provided for in the contract or approved by the Engineer. The Design-Builder shall conduct his work in a safe manner, which will create a minimum amount of inconvenience to traffic.

The Design-Builder shall be responsible for maintaining in a safe, passable, and convenient condition, such part or parts of existing roads as are being used by him to maintain traffic within the limits of the project from the time the Design-Builder begins work on the project until acceptance of the project. As an exception to the above, the Department will be responsible for the removal of ice and snow from all portions of the project open to traffic.

Whenever it is necessary to utilize traffic control devices as shown in the contract, as determined by the Engineer, or in order to conform to the provisions of this section, the work of furnishing, erecting, operating, maintaining, covering, relocating, and removing traffic control devices shall be in accordance with the provisions of Division 11 & 12.

County : Surry, Yadkin

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Line #	Item Number	Sec #	Description	Quantity	Unit Cost	Amount
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**ROADWAY ITEMS**

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0001	0000900000-N	SP	GENERIC MISCELLANEOUS ITEM DESIGN AND CONSTRUCT	Lump Sum	L.S.	
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**0907/Dec16/Q1.0/D900000/E1** **Total Amount Of Bid For Entire Project :**

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**\*AWARD LIMITS ON MULTIPLE PROJECTS\***

It is the desire of the Proposer to be awarded contracts, the value of which will not exceed a total of \$ \_\_\_\_\_, for those projects indicated below on which bids are being opened on the same date as shown in the Proposal Form. Individual projects shall be indicated by placing the project number and county in the appropriate place below. Projects not selected will not be subject to an award limit.

(Project Number)	(County)
(Project Number)	(County)
(Project Number)	(County)
(Project Number)	(County)

\*If a Proposer desires to limit the total amount of work awarded to him in this letting, he shall state such limit in the space provided above in the second line of this form.

It is agreed that in the event that I am (we are) the successful Design Build Team 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 which have a total value not exceeding the award limit and which will result in the best advantage to the Department of Transportation.

\_\_\_\_\_  
\*\*Signature of Authorized Person

\*\*Only those persons authorized to sign bids under the provisions of Article 102-8, Item 7, shall be authorized to sign this form.

# LISTING OF DBE SUBCONTRACTORS

Sheet \_\_\_\_\_ of \_\_\_\_\_

FIRM NAME AND ADDRESS	ITEM NO.	ITEM DESCRIPTION	(*) AGREED UPON UNIT PRICE	DOLLAR VOLUME OF SUBLET ITEM

<b>CONTRACT NO.</b> _____	<b>COUNTY</b> _____	<b>FIRM</b> _____
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THIS FORM MUST BE COMPLETED IN ORDER FOR THE BID TO BE CONSIDERED RESPONSIVE AND BE PUBLICLY READ.  
 BIDDERS WITH NO DBE PARTICIPATION MUST SO INDICATE THIS ON THE FORM BY ENTERING THE WORD OR NUMBER ZERO.



### LISTING OF DBE SUBCONTRACTORS

Sheet \_\_\_\_\_ of \_\_\_\_\_

FIRM NAME AND ADDRESS	ITEM NO.	ITEM DESCRIPTION	(*) AGREED UPON UNIT PRICE	DOLLAR VOLUME OF SUBLET ITEM
<b>CONTRACT NO.</b>		<b>COUNTY</b>		<b>FIRM</b>

## LISTING OF DBE SUBCONTRACTORS

Sheet \_\_\_\_\_ of \_\_\_\_\_

FIRM NAME AND ADDRESS	ITEM NO.	ITEM DESCRIPTION	(*) AGREED UPON UNIT PRICE	DOLLAR VOLUME OF SUBLET ITEM
<b>CONTRACT NO.</b> _____		<b>COUNTY</b> _____		<b>FIRM</b> _____

**COST OF CONSTRUCTION WORK ONLY**                      \$ \_\_\_\_\_

(\*) The Dollar Volume Shown In This Column Shall be Actual Price Agreed Upon by the Prime Contractor and the DBE Subcontractor, and These Prices Will Be Used to Determine The Percentage of the DBE Participation in this Contract.

\*\*Dollar Volume of DBE Subcontractor \$ \_\_\_\_\_

Percentage of Total Construction Cost \_\_\_\_\_ %

\*\*MUST HAVE ENTRY EVEN IF FIGURE TO BE ENTERED IS ZERO.



**EXECUTION OF BID, NONCOLLUSION AFFIDAVIT AND DEBARMENT CERTIFICATION**

The person executing the bid, on behalf of the Bidder, being duly sworn, solemnly swears (or affirms) 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, execution of this bid in the proper manner also constitutes the Bidder's certification of "Status" under penalty of perjury under the laws of the United States in accordance with the Debarment Certification included elsewhere in the proposal form, provided that the Debarment Certification also includes any required statements concerning exceptions that are applicable.

**SIGNATURE OF CONTRACTOR**

(If a corporation uses this sheet)

\_\_\_\_\_  
(Print full name of corporation)

\_\_\_\_\_  
(Address as Prequalified)

Attest \_\_\_\_\_  
(Secretary) (Assistant Secretary)  
Delete inappropriate title

By \_\_\_\_\_  
(President) (Vice President)  
(Asst. Vice President)  
Delete inappropriate title

\_\_\_\_\_  
Print Signer's Name

\_\_\_\_\_  
Print Signer's Name

**NOTE - AFFIDAVIT MUST BE NOTARIZED**

**CORPORATE SEAL**

Subscribed and sworn to before me this the  
\_\_\_\_ day of \_\_\_\_\_, 20 \_\_\_\_.

\_\_\_\_\_  
(Signature of Notary Public)

**NOTARY SEAL:**

of \_\_\_\_\_ County.

State of \_\_\_\_\_.

My Commission Expires: \_\_\_\_\_

**EXECUTION OF BID, NONCOLLUSION AFFIDAVIT, AND DEBARMENT CERTIFICATION**

The person executing the bid, on behalf of the Bidder, being duly sworn, solemnly swears (or affirms) 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, execution of this bid in the proper manner also constitutes the Bidder's certification of "Status" under penalty of perjury under the laws of the United States in accordance with the Debarment Certification included elsewhere in the proposal form, provided that the Debarment Certification also includes any required statements concerning exceptions that are applicable.

**SIGNATURE OF CONTRACTOR**  
(If a joint venture, use this sheet)

Instructions to Bidders: On Line (1), print the name of each contractor. On Line (2), print the name of one of the joint venturers and execute below in the appropriate manner and furnish in the following lines all information required by Article 102-8 of the Specifications. On Line (3), print the name of the other joint venturer and execute below in the appropriate manner and furnish all information required by said article of the Specifications. For correct form of execution and information required for execution of this sheet by an individual, see Signature Sheets 3 and 4; for a corporation, see Signature Sheet 1; and for a partnership, see Signature Sheet 5.

(1) \_\_\_\_\_ and \_\_\_\_\_  
A Joint Venture

(2) \_\_\_\_\_ (Seal)  
(Name of Contractor)

\_\_\_\_\_  
Witness or Attest By \_\_\_\_\_

\_\_\_\_\_  
Print Signer's Name Print Signer's Name  
If a corporation, affix corporate seal:

and  
(3) \_\_\_\_\_ (Seal)  
(Name of Contractor)

\_\_\_\_\_  
(Address as Prequalified)

\_\_\_\_\_  
Witness or Attest By \_\_\_\_\_

\_\_\_\_\_  
Print Signer's Name Print Signer's Name  
If a corporation, affix corporate seal:

**NOTE - AFFIDAVIT MUST BE NOTARIZED For Line (2) NOTE - AFFIDAVIT MUST BE NOTARIZED For Line (3)**

Subscribed and sworn to before me  
this the \_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_.

Subscribed and sworn to before me  
this the \_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_.

\_\_\_\_\_  
(Signature of Notary Public & Seal)

\_\_\_\_\_  
(Signature of Notary Public & Seal)

of \_\_\_\_\_ County.

of \_\_\_\_\_ County.

State of \_\_\_\_\_.

State of \_\_\_\_\_.

My Commission Expires: \_\_\_\_\_  
Signature Sheet 2 (Bid) - Joint Venture

My Commission Expires \_\_\_\_\_.

**EXECUTION OF BID, NONCOLLUSION AFFIDAVIT, AND DEBARMENT CERTIFICATION**

The person executing the bid, on behalf of the Bidder, being duly sworn, solemnly swears (or affirms) 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, execution of this bid in the proper manner also constitutes the Bidder's certification of "Status" under penalty of perjury under the laws of the United States in accordance with the Debarment Certification included elsewhere in the proposal form, provided that the Debarment Certification also includes any required statements concerning exceptions that are applicable.

SIGNATURE OF CONTRACTOR  
(If an individual doing business under a firm name, use this sheet)

Name of Contractor \_\_\_\_\_ trading  
(Print individual name)

\_\_\_\_\_  
Witness

and doing business as \_\_\_\_\_  
(Print firm name)

\_\_\_\_\_  
Print Signer's Name

\_\_\_\_\_  
(Address as Prequalified)

Signature of Contractor \_\_\_\_\_  
(Individually)

\_\_\_\_\_  
Print Signer's Name

NOTE - AFFIDAVIT MUST BE NOTARIZED

Subscribed and sworn to before me this the \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_.

NOTARY SEAL

\_\_\_\_\_  
(Signature of Notary Public)

of \_\_\_\_\_ County.

State of \_\_\_\_\_.

My Commission Expires: \_\_\_\_\_

**EXECUTION OF BID, NONCOLLUSION AFFIDAVIT, AND DEBARMENT CERTIFICATION**

The person executing the bid, on behalf of the Bidder, being duly sworn, solemnly swears (or affirms) 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, execution of this bid in the proper manner also constitutes the Bidder's certification of "Status" under penalty of perjury under the laws of the United States in accordance with the Debarment Certification included elsewhere in the proposal form, provided that the Debarment Certification also includes any required statements concerning exceptions that are applicable.

SIGNATURE OF CONTRACTOR

(If an individual doing business in his own name, use this sheet)

Name of Contractor \_\_\_\_\_  
(Print)

\_\_\_\_\_  
(Address as Prequalified)

\_\_\_\_\_  
Witness

Signature of Contractor \_\_\_\_\_  
(Individually)

\_\_\_\_\_  
Print Signer's Name

\_\_\_\_\_  
Print Signer's Name

NOTE - AFFIDAVIT MUST BE NOTARIZED

Subscribed and sworn to before me this the \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_.

NOTARY SEAL

\_\_\_\_\_  
(Signature of Notary Public)

of \_\_\_\_\_ County.

State of \_\_\_\_\_.

My Commission Expires: \_\_\_\_\_

12/21/99

**EXECUTION OF BID, NONCOLLUSION AFFIDAVIT, AND DEBARMENT CERTIFICATION**

The person executing the bid, on behalf of the Bidder, being duly sworn, solemnly swears (or affirms) 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, execution of this bid in the proper manner also constitutes the bidder's certification of "Status" under penalty of perjury under the laws of the United States in accordance with the Debarment Certification included elsewhere in the proposal form, provided that the Debarment Certification also includes any required statements concerning exceptions that are applicable.

**SIGNATURE OF CONTRACTOR**

(If a partnership, use this sheet)

\_\_\_\_\_  
(Print Name of Partnership)

\_\_\_\_\_  
(Address as Prequalified)

\_\_\_\_\_ By \_\_\_\_\_  
Witness Partner

\_\_\_\_\_ \_\_\_\_\_  
Print Signer's Name Print Signer's Name

**NOTE - AFFIDAVIT MUST BE NOTARIZED**

Subscribed and sworn to before me this the  
\_\_\_\_ day of \_\_\_\_\_, 20 \_\_\_\_.

**NOTARY SEAL**

\_\_\_\_\_  
(Signature of Notary Public)

of \_\_\_\_\_ County.

State of \_\_\_\_\_.

My Commission Expires: \_\_\_\_\_

**EXECUTION OF BID, NONCOLLUSION AFFIDAVIT, AND DEBARMENT CERTIFICATION**

The person executing the bid, on behalf of the Bidder, being duly sworn, solemnly swears (or affirms) 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, execution of this bid in the proper manner also constitutes the Bidder's certification of "Status" under penalty of perjury under the laws of the United States in accordance with the Debarment Certification included elsewhere in the proposal form, provided that the Debarment Certification also includes any required statements concerning exceptions that are applicable.

**SIGNATURE OF CONTRACTOR**  
(Limited Liability Company, use this sheet)

Name of Contractor \_\_\_\_\_  
(Print firm name)

\_\_\_\_\_  
(Address as Prequalified)

Signature of Manager \_\_\_\_\_  
(Individually)

\_\_\_\_\_  
Print Signer's Name

**NOTE - AFFIDAVIT MUST BE NOTARIZED**

Subscribed and sworn to before me this the  
\_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_.

**NOTARY SEAL**

\_\_\_\_\_  
(Signature of Notary Public)

of \_\_\_\_\_ County.

State of \_\_\_\_\_.

My Commission Expires: \_\_\_\_\_

2/16/99

**Contract No: C 201269**

**County: Yadkin and Surry**

ACCEPTED BY THE  
DEPARTMENT OF TRANSPORTATION

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Contract Officer

---

Date

Execution of Contract and Bonds  
Approved as to Form:

---

Attorney General

**DEBARMENT CERTIFICATION OF BIDDERS**

## Instructions &amp; conditions for certification

1. By signing and submitting this proposal, the bidder is providing the certification set out below.
2. The inability of a bidder to provide the certification required below will not necessarily result in denial of participation in this contract. If the certification is not provided, the bidder must submit an explanation (exception) of why it cannot provide the certification set out below. The certification or explanation (exception) will be considered in connection with the Department's determination whether to award the contract. However, failure of the prospective bidder to furnish a certification or an explanation (exception) may be grounds for rejection of the bid.
3. The certification in this provision is a material representation of fact upon which reliance is placed when the Department determines whether or not to award the contract. If it is later determined that the bidder knowingly rendered an erroneous certification, in addition to other remedies available to the Federal Government, the Department may terminate this contract for cause of default.
4. The prospective bidder shall provide immediate written notice to the Department if at any time the bidder learns that its certification was erroneous when submitted or has become erroneous by reason of changed circumstances.
5. 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 12540*. 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.
6. The bidder agrees by submitting this bid that, should the contract be awarded, it shall not knowingly enter into any lower tier covered transaction with a person who is debarred, suspended, declared ineligible, or voluntarily excluded from participation in this contract, unless authorized by the Department.
7. The prospective bidder further agrees by submitting this proposal that it 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.



8. The prospective bidder may rely upon a certification of a prospective participant in a lower tier covered transaction that it is not debarred, suspended, ineligible, or voluntarily excluded from the covered transaction, unless it knows that the certification is erroneous. A participant may decide the method and frequency by which it determines the eligibility of its principals.
9. 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.
10. Except for transactions authorized under paragraph 6 of these instructions, if the successful 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 to the Federal Government, the Department may terminate this transaction for cause of default.

**DEBARMENT CERTIFICATION**

The bidder certifies to the best of its knowledge and belief, that it and its 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, it shall attach an explanation to this proposal.

\*\*\*\*\*

IF AN EXPLANATION, AS PROVIDED IN THE ABOVE DEBARMENT CERTIFICATION, HAS BEEN ATTACHED TO THE PROPOSAL, PLEASE CHECK THE BOX SHOWN BELOW:

An explanation has been attached to the proposal.