

STATE OF NORTH CAROLINA
DEPARTMENT OF TRANSPORTATION
HIGHWAY DIVISION 10

PROPOSAL

DATE AND TIME OF BID OPENING: Wednesday June 21, 2017 AT 2:00 P.M.

CONTRACT ID: DJ00244

WBS ELEMENT NO.: 2017CPT.10.19.10841.1 and 2017CPT.10.19.10841.2

FEDERAL AID NO.: State Funded

COUNTY: Stanly

TIP NO.: None

MILES: 3.53

LOCATION: 1 Section of US 52 and 1 Section of NC 742

TYPE OF WORK: Resurfacing, Stress Absorbing Membrane Interlayer, Shoulder Reconstruction and Thermoplastic Pavement Markings

AVAILABILITY DATE: July 17, 2017 to September 5, 2017

COMPLETION DATE: 45 Calendar Days

NOTICE:

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

THIS IS A ROADWAY PROJECT.

BID BONDS ARE REQUIRED.

NAME OF BIDDER

ADDRESS OF BIDDER

**PROPOSAL FOR THE CONSTRUCTION OF
CONTRACT No. **DJ00244** IN **STANLY COUNTY**, NORTH CAROLINA**

Date _____ **20** _____

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

The Bidder has carefully examined the location of the proposed work to be known as Contract No. **DJ00244**; has carefully examined the plans and specifications, which are acknowledged to be part of the proposal, the special provisions, the proposal, the form of contract, and the forms of contract payment bond and contract performance bond; and thoroughly understands the stipulations, requirements and provisions. The undersigned bidder agrees to bound upon his execution of the bid and subsequent award to him by the Department of Transportation in accordance with this proposal to provide the necessary contract payment bond and contract performance bond within fourteen days after the written notice of award is received by him. The undersigned Bidder further agrees to provide all necessary machinery, tools, labor, and other means of construction; and to do all the work and to furnish all materials, except as otherwise noted, necessary to perform and complete the said contract in accordance with *the 2012 Standard Specifications for Roads and Structures* by the dates(s) specified in the Project Special Provisions and in accordance with the requirements of the Engineer, and at the unit or lump sum prices, as the case may be, for the various items given on the sheets contained herein.

The Bidder shall provide and furnish all the materials, machinery, implements, appliances and tools, and perform the work and required labor to construct and complete State Highway Contract No. **DJ00244** in **STANLY COUNTY**, for the unit or lump sum prices, as the case may be, bid by the Bidder in his bid and according to the proposal, plans, and specifications prepared by said Department, which proposal, plans, and specifications show the details covering this project, and hereby become a part of this contract.

The published volume entitled *North Carolina Department of Transportation, Raleigh, Standard Specifications for Roads and Structures, January 2012* with all amendments and supplements thereto, is by reference incorporated into and made a part of this contract; that, except as herein modified, all the construction and work included in this contract is to be done in accordance with the specifications contained in said volume, and amendments and supplements thereto, under the direction of the Engineer.

If the proposal is accepted and the award is made, the contract is valid only when signed either by the Contract Officer or such other person as may be designated by the Secretary to sign for the Department of Transportation. The conditions and provisions herein cannot be changed except over the signature of the said Contract Officer or Division Engineer.

The quantities shown in the itemized proposal for the project are considered to be approximate only and are given as the basis for comparison of bids. The Department of Transportation may increase or decrease the quantity of any item or portion of the work as may be deemed necessary or expedient.

An increase or decrease in the quantity of an item will not be regarded as sufficient ground for an increase or decrease in the unit prices, nor in the time allowed for the completion of the work, except as provided for the contract.

Accompanying this bid is a bid bond secured by a corporate surety, or certified check payable to the order of the Department of Transportation, for five percent of the total bid price, which deposit is to be forfeited as liquidated damages in case this bid is accepted and the Bidder shall fail to provide the required payment and performance bonds with the Department of Transportation, under the condition of this proposal, within 14 calendar days after the written notice of award is received by him, as provided in the Standard Specifications; otherwise said deposit will be returned to the Bidder.

INSTRUCTIONS TO BIDDERS

PLEASE READ ALL INSTRUCTIONS CAREFULLY BEFORE PREPARING AND SUBMITTING YOUR BID.

All bids shall be prepared and submitted in accordance with the following requirements. Failure to comply with any requirement shall cause the bid to be considered irregular and may be grounds for rejection of the bid.

TRADITIONAL PAPER BIDS:

1. Download the entire proposal from the Connect NCDOT website and return the entire proposal with your bid.
2. All entries on the bid sheet, including signatures, shall be written in ink.
3. The Bidder shall submit a unit price for every item on the bid form. The unit prices for the various contract items shall be written in figures. *****Unit prices shall be limited to FOUR decimal places.*****
4. An amount bid shall be entered on the bid sheet for every item. The amount bid for each item shall be determined by multiplying each unit bid by the quantity for that item, and shall be written in figures in the "Amount Bid" column of the sheet.
5. The total amount bid shall be written in figures in the proper place on the bid sheet. The total amount shall be determined by adding the amounts bid for each 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 Bidder shall initial the change in ink.
7. The bid shall be properly executed. All bids shall show the following information:
 - a. Name of individual, firm, corporation, partnership, or joint venture submitting bid.
 - b. Name of individual or representative submitting bid and position or title.
 - c. Name, signature, and position or title of witness.
 - d. Federal Identification Number
 - e. Contractor's License Number
8. Bids submitted by corporations shall bear the seal of the corporation.
9. The bid shall not contain any unauthorized additions, deletions, or conditional bids.
10. The bidder shall not add any provision reserving the right to accept or reject an award, or to enter into a contract pursuant to an award.
11. **THE ENTIRE PROPOSAL WITH THE BID SHEET STILL ATTACHED SHALL BE PLACED IN A SEALED ENVELOPE AND SHALL HAVE BEEN DELIVERED TO AND RECEIVED IN THE DIVISION OFFICE AT 716 WEST MAIN ST, ALBEMARLE, NC 28001 BY 2:00 PM ON WEDNESDAY JUNE 21, 2017.**
12. If delivered by mail, the sealed envelope shall be addressed as follows:

**Mr. Terry Burluson
NC Department of Transportation
716 West Main St.
Albemarle NC, 28001**

13. The sealed bid must display the following statement on the bottom left-hand corner of the sealed envelope:

**QUOTATION FOR DJ00244 CONTRACT RESURFACING IN STANLY CO. TO BE
OPENED AT 2:00 P.M. ON WEDNESDAY, JUNE 21, 2017.**

OPTIONAL COMPUTER BID PREPARATION:

1. All instructions given above for completing and returning TRADITIONAL PAPER BIDS apply, except as modified by the provision "Electronic Bidding", if applicable.
2. Expedite software necessary for electronic bid preparation may be downloaded from the Connect NCDOT website at: <https://connect.ncdot.gov/letting/Pages/EBS-Information.aspx>

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PROJECT SPECIAL PROVISIONS (GENERAL)

All work and materials shall be in accordance with the provisions of the General Guidelines of this contract, the Project Special Provisions, the North Carolina Department of Transportation Standard Specifications for Roads and Structures 2012, the North Carolina Department of Transportation Roadway Standards Drawings 2012, the current edition of the Manual on Uniform Traffic Control Devices (MUTCD).

The Contractor shall keep himself/herself fully informed of all Federal, State and local laws, ordinances, and regulations, and shall comply with the provisions of Section 107 of the Standard Specifications.

CONTRACT TIME AND LIQUIDATED DAMAGES (NO PERMITS):

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

108

SP1 G05 B

The date of availability for this contract is the date the Contractor begins work but not before **July 17, 2017** or later than **September 5, 2017**.

The completion date for this contract is the date that is **Forty Five (45)** consecutive calendar days after and including the date of availability.

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

The liquidated damages for this contract are **Seven Hundred Fifty Dollars (\$750.00)** per calendar day. At the preconstruction conference the Contractor shall declare his expected date for beginning work. Should the Contractor desire to revise this date after the preconstruction conference, he shall notify the Engineer in writing at least thirty (30) days prior to the revised date.

INTERMEDIATE CONTRACT TIME #1 AND LIQUIDATED DAMAGES:

(2-20-07)

108

SP1 G14 A

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

DAY AND TIME RESTRICTIONS

MAPS #1

Monday Thru Friday 6:00 A.M. TO 9:00 A.M.

Monday Thru Friday 4:00 P.M. TO 8:00 P.M.

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

HOLIDAY AND HOLIDAY WEEKEND LANE CLOSURE RESTRICTIONS

- For any **unexpected occurrence** that creates unusually high traffic volumes, as directed by the Engineer.
- For **New Year's Day**, between the hours of 6:00 a.m. December 31st and 9:00 a.m. January 2nd. If New Year's Day is on a Friday, Saturday, Sunday or Monday, then until 9:00 a.m. the following Tuesday.
- For **Easter**, between the hours of 6:00 a.m. Thursday and 9:00 a.m. Monday.
- For **Memorial Day**, between the hours of 6:00 a.m. Friday and 9:00 a.m. Tuesday.
- For **Independence Day**, between the hours of 6:00 a.m. the day before Independence Day and 9:00 a.m. the day after Independence Day.

If **Independence Day** is on a Friday, Saturday, Sunday or Monday, then between the hours of 6:00 a.m. the Thursday before Independence Day and 9:00 a.m. the Tuesday after Independence Day.

- For **Labor Day**, between the hours of 6:00 a.m. Friday and 9:00 a.m. Tuesday.
- For **Thanksgiving Day**, between the hours of 6:00 a.m. Wednesday and 9:00 a.m. Monday.
- For **Christmas**, between the hours of 6:00 a.m. the Friday before the week of Christmas Day and 9:00 a.m. the following Tuesday after the week of Christmas Day.

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

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

The completion time for this intermediate contract work shall be the time the Contractor is required to complete the removal of all traffic control devices for lane closures according to the time restrictions stated herein and place traffic in a 2-lane, 2-way pattern.

The liquidated damages are One Thousand Dollars (\$1,000.00) per hour or any portion thereof.

DIVISION LET CONTRACT PREQUALIFICATION:

(07-01-14)(12-1-16)

SPD 01-410

Any firm that wishes to bid as a prime contractor shall be prequalified as a Bidder or PO Prime Contractor prior to submitting a bid. Information regarding prequalification can be found at: <https://connect.ncdot.gov/business/Prequal/Pages/default.aspx>.

Prior to performing the work, the prime contractor and/or subcontractor(s) shall be prequalified in the work code(s) which are identified as work items in the prime contractor's construction progress schedule that they will complete themselves. Any contractor identified as working outside their expertise may be considered in default of contract.

BOND REQUIREMENTS:

(06-01-16)

102-8, 102-10

SPD 01-420A

A Bid Bond is required in accordance with Article 102-10 of the 2012 Standard Specifications for Roads and Structures.

Contract Payment and Performance Bonds are required in accordance with Article 103-7 of the 2012 Standard Specifications for Roads and Structures.

ELECTRONIC BIDDING (DIVISION CONTRACTS):

(05-13-16)

102

SPI 1 G24

The bidder has the option to prepare and submit bids by one of three methods; electronically using the on-line system Bid Express®, electronic bid preparation with manual delivery, or traditional paper bid. All bids shall be prepared and submitted in accordance with the following requirements. Failure to comply with any requirement may cause the bid to be considered irregular and may be grounds for rejection of the bid.

(A) Electronic On-Line Bids thru Bid Express®

For preparing and submitting the bid electronically using the on-line system Bid Express®, refer to Article 102-8(B) of the *2012 Standard Specifications*.

Bidders that bid electronically on Raleigh Central-Let projects will need a separate Digital Signature from Bid Express® for Division Contracts.

(B) Electronic Bid Preparation with Manual Delivery

For electronic bid preparation with manual delivery, the bidder shall download the Expedite program from the NCDOT "Project Letting" website and download the appropriate .ebs electronic file of line items and quantities unique to each project from the Division Office's website. The only entries into the program which will be permitted by the bidder are the applicable unit or lump sum prices for those items which must be bid in order to provide a complete bid for the project, and any MBE/WBE or DBE participation in the appropriate section of the Expedite program. The computer generated itemized proposal sheets shall be printed and signed by a duly authorized representative in accordance with Subarticle 102-8(A)(8) of the *2012*

Standard Specifications. The computer generated itemized proposal sheets (.ebs bid file) shall also be copied to an external device (i.e. compact disk (CD), USB flash drive) furnished by the bidder and shall be submitted to the Department with the bid. This set of itemized proposal sheets, MBE/WBE or DBE information, external device and the correct proposal, will constitute the bid and shall be delivered to the contracting Division Office or location specified in the INSTRUCTIONS TO BIDDERS. If the bidder submits their bid on computer generated itemized proposal sheets, bid prices shall not be written on the itemized proposal sheets bound in the proposal.

In the case of discrepancy between the unit or lump sum prices submitted on the itemized proposal sheets and those contained on the CD furnished by the bidder, the unit or lump sum prices submitted on the printed and signed itemized proposal sheets shall prevail. Changes to any entry on the computer generated itemized proposal sheets shall be made in accordance with the requirements of the INSTRUCTIONS TO BIDDERS.

(C) Traditional Paper Bids

Bids may also be submitted by paper means per the INSTRUCTIONS TO BIDDERS.

AUTHORITY OF THE ENGINEER:

The Engineer for this project shall be the Division Engineer, Division 10, Division of Highways, North Carolina Department of Transportation, acting directly or through his duly authorized representatives.

The Engineer will decide all questions which may arise as to the quality and acceptability of 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 Contractor. His decision shall be final and he shall have executive authority to enforce and make effective such decisions and orders as the Contractor fails to carry out promptly.

The Contractor will be required to obtain written approval from the Engineer for any subcontract work performed on this project prior to the subcontracted work being performed in accordance with Article 108-6 of the NCDOT Standard Specifications for Roads and Structures.

MATERIALS AND TESTING:

The Engineer reserves the right to perform all sampling and testing in accordance with Section 106 of the Standard Specifications and the Department's "Materials and Tests Manual." However the Engineer may reduce the frequency of sampling and testing where he deems it appropriate for the project under construction.

All steel products which are permanently incorporated into this project shall be domestically produced. The Contractor shall furnish a notarized certification certifying that steel products conform to this requirement.

The Contractor shall furnish the applicable certifications and documentation for all materials as required by the Standard Specifications. Material which is not properly certified will not be accepted.

Delivery tickets for all material paid by weight, shall be furnished in accordance with Section 106-7 of the Standard Specifications and shall include the following information:

1. NCDOT Work Order Number
2. Date
3. Time issued
4. Type of material
5. Gross weight
6. Tare weight
7. Net weight of material
8. Plant location
9. Truck number
10. Contractor's name
11. Public weighmaster's stamp or number
12. Public weighmaster's signature or initials in ink
13. Job mix formula number

EROSION, SILTATION, AND POLLUTION CONTROL:

The Contractor shall exercise every reasonable precaution and take all necessary measures throughout the life of the project to prevent erosion, siltation, and pollution in accordance with Section 107-13 of the Standard Specifications. Silt fence and erosion control measures shall be installed in accordance with the plans for this project, Section 1605 of the Standard Specifications, and in locations directed by the Engineer or his representative.

PRECONSTRUCTION CONFERENCE:

In accordance with Section 108-3 of the Standard Specifications, a preconstruction conference will be required prior to beginning work.

BASIS OF PAYMENT AND CLAIMS:

The quantity of unit or lump sum prices and payment will be full compensation for all work, including, but not limited to supervision, labor, transportation, fuels, lubricants, repair parts, equipment, machinery and tools, materials necessary for the prosecution and completion of the work. The quantities contained herein are estimated only and the quantity to be paid for shall be the actual quantities which were used on the project.

The Contractor may submit a request for partial payment on a monthly basis, or other interval as approved by the Engineer. All invoices for payment shall be completely and legibly filled out

with all appropriate information supplied and shall be signed by an authorized representative of the Contractor.

Payment to the Contractor will be made only for the actual quantities of the various items that are completed and accepted in accordance with the terms of the contract. Unless otherwise specified, all contract pay items will be produced, placed and paid in accordance with the Standard Specifications. In no case will the total amount paid to the contractor exceed the total contract quote by more than ten percent without prior written request from the Division Engineer to Fiscal Section.

PAYMENT AND RETAINAGE:

The Contractor may submit a request for partial payment on a monthly basis, or other interval as approved by the Engineer. The amount of partial payments will be based on the work accomplished and accepted as the last day of the approved pay period. All requests for payment shall be made on the form furnished to the Contractor by the Department of Transportation. The form shall be completely and legibly filled out with all appropriate information supplied and shall be signed by an authorized representative of the Contractor. Disadvantaged Business Enterprise (DBE) participation shall be listed in the appropriate spaces on all requests for payment. If there is no participation the word "None" or the figure "0" shall be entered. An amount equal to five percent (5%) of the total amount due on the partial pay estimate **may** be deducted and retained until after the final inspection. One hundred percent (100%) payment shall be made after successful completion of the work as verified by the final inspection.

SUPERVISION BY CONTRACTOR:

At all times during the life of the project the Contractor shall provide one permanent employee who shall have the authority and capability for overall responsibility of the project and who shall be personally available at the work site 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.

At all times that work is actually being performed, the Contractor shall have present on the project one competent individual who is 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 shall be fully capable of managing, directing, and coordinating the work; of reading and thoroughly understanding the contract, and plans; and receiving and carrying out directions from the Engineer or his authorized representatives. He shall be an employee of the Contractor unless otherwise approved by the Engineer.

The Contractor may, at his option, designate one employee to meet the requirements of both positions. However, whenever the designated employee is absent from the work site, an authorized individual qualified to act in a supervisory capacity on the project shall be present.

DEFAULT OF CONTRACT:

The Department of Transportation shall have the right to declare a default of contract for breach by the Contractor of any material term or condition of the contract. Default of contract shall be in accordance with the terms, conditions, and procedures of Article 108-9 of the Standard Specifications.

BANKRUPTCY:

The Department of Transportation, at its option, may terminate the contract upon filing by the Contractor of any petition for protection under the provisions of the Federal Bankruptcy Act.

BIDS:

In accordance with GS 136-28.1(b), if the total bid amount of the contract exceeds \$5,000,000, the bid will not be considered for award.

EXTENSION OF CONTRACT TIME:

Failure on the part of the Contractor to furnish bonds or certifications, or to satisfy preliminary requirements necessary to issue the purchase order will not constitute grounds for extension of the contract time. If the Contractor has fulfilled all preliminary requirements for the issuance of a purchase order, and the purchase order authorization is not available by the date of availability, the Contractor shall be granted an extension equal to the number of calendar days the purchase order authorization is delayed after the date of availability.

NOTIFICATION OF OPERATIONS:

The Contractor shall notify the Engineer 48 hours in advance of beginning work on this project. The Contractor shall give the Engineer sufficient notice of all operations for any sampling, inspection or acceptance testing required.

NIGHT OPERATIONS:

Verification of any city or county permits, required for night work, shall be provided to the Engineer if the contractor wants to work at night. Also, before the contractor begins his operations during night hours, he shall submit in writing, a full and complete plan for traffic control and construction lighting which shall be approved by the engineer prior to construction.

All traffic control devices used outside of closure areas shall meet the requirements for night use as set forth in the North Carolina Department of Transportation Standard Specifications for Roads and Structures, North Carolina Department of Transportation Roadway Standard Drawings, and the current Manual of Uniform Traffic Control Devices (MUTCD).

DRIVEWAYS AND PRIVATE PROPERTY:

The Contractor shall maintain access to driveways for all residents, businesses, and property owners throughout the life of the project.

The Contractor shall not perform work for private citizens or agencies in conjunction with this project or within the project limits of this contract. Any driveway paved by a Contractor which ties into an NCDOT system road being paved by the Contractor must be paved either prior to the road paving project or after its completion.

PROSECUTION OF WORK:

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

It is further the intent that the Contractor shall pursue the work diligently with workmen in sufficient numbers, abilities, and supervision, and with the 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.

In the event that the Contractor's operations are suspended in violation of the above provisions, the sum of **\$500.00** will be charged to the contractor for each and every calendar day that such suspension takes place. The said amount is hereby agreed upon as liquidated damages. Liquidated damages chargeable due to suspension of the work will be additional to any liquidated damages that may become chargeable due to failure to complete the work by the completion date.

SAFETY AND ACCIDENT PROTECTION:

In accordance with Article 107-21 of the Standard Specifications, the Contractor 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.

RAILROAD GRADE CROSSING:

(7-1-95) (Rev. 1-17-13)

107-9

SP1 G 17R

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

POSTED WEIGHT LIMITS:

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

107

SP1 G 24R

The Contractor's attention is directed to the fact that many Primary and Secondary Roads and bridges are posted with weight limits less than the legal limit. Do not exceed the posted weight limits in transporting materials and/or equipment to the projects, unless otherwise indicated below. Make a thorough examination of all projects and haul routes and be prepared to discuss them at the Preconstruction Conference.

MAJOR CONTRACT ITEMS:

(2-19-02)

104

SP1 G28

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

Line #	Description
6	Asphalt Concrete Surface Course, Type S9.5B

SPECIALTY ITEMS:

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

108-6

SP1 G37

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

Line #	Description
17-18	Long-Life Pavement Markings
19	Permanent Pavement Markers
20-21	Erosion Control

MINORITY BUSINESS ENTERPRISE AND WOMEN BUSINESS ENTERPRISE**(DIVISIONS):**

(10-16-07)(Rev. 1-17-17)

102-15(J)

SP1 G67

Description

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

Definitions

Additional MBE/WBE Subcontractors - Any MBE/WBE submitted at the time of bid that will not be used to meet either the MBE or WBE goal. No submittal of a Letter of Intent is required.

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

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

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

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

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

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

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

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

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

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

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

Forms and Websites Referenced in this Provision

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

DBE-IS Subcontractor Payment Information - Form for reporting the payments made to all MBE/WBE firms working on the project. This form is for paper bid projects only.
<https://connect.ncdot.gov/business/Turnpike/Documents/Form%20DBE-IS%20Subcontractor%20Payment%20Information.pdf>

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

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

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

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

Listing of MBE and WBE Subcontractors Form - Form for entering MBE/WBE subcontractors on a project that will meet this MBE and WBE goals. This form is for paper bids only.
[http://connect.ncdot.gov/municipalities/Bid%20Proposals%20for%20LGA%20Content/09%20MBE-WBE%20Subcontractors%20\(State\).docx](http://connect.ncdot.gov/municipalities/Bid%20Proposals%20for%20LGA%20Content/09%20MBE-WBE%20Subcontractors%20(State).docx)

Subcontractor Quote Comparison Sheet - Spreadsheet for showing all subcontractor quotes in the work areas where MBEs and WBEs quoted on the project. This sheet is submitted with good faith effort packages.
<http://connect.ncdot.gov/business/SmallBusiness/Documents/DBE%20Subcontractor%20Quote%20Comparison%20Example.xls>

MBE and WBE Goal

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

(A) **Minority Business Enterprises 1.0 %**

- (1) *If the MBE goal is more than zero*, the Contractor shall exercise all necessary and reasonable steps to ensure that MBEs participate in at least the percent of the contract as set forth above as the MBE goal.

- (2) *If the MBE goal is zero*, the Contractor shall make an effort to recruit and use MBEs during the performance of the contract. Any MBE participation obtained shall be reported to the Department.

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

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

Directory of Transportation Firms (Directory)

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

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

Listing of MBE/WBE Subcontractors

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

- (A) *If either the MBE or WBE goal is more than zero*,
 - (1) Bidders, at the time the bid proposal is submitted, shall submit a listing of MBE/WBE participation, including the names and addresses on *Listing of MBE and WBE Subcontractors* contained elsewhere in the contract documents in order for the bid to be considered responsive. Bidders shall indicate the total dollar value of the MBE and WBE participation for the contract.
 - (2) If bidders have no MBE or WBE participation, they shall indicate this on the *Listing of MBE and WBE Subcontractors* by entering the word "None" or the number "0." This form shall be completed in its entirety. **Blank forms will not be deemed to represent zero participation.** Bids submitted that do not have MBE and WBE participation indicated on the appropriate form will not be read

publicly during the opening of bids. The Department will not consider these bids for award and the proposal will be rejected.

- (3) The bidder shall be responsible for ensuring that the MBE/WBE is certified at the time of bid by checking the Directory of Transportation Firms. If the firm is not certified at the time of the bid-letting, that MBE's or WBE's participation will not count towards achieving the corresponding goal.

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

MBE or WBE Prime Contractor

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

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

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

Written Documentation – Letter of Intent

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

The documentation shall be received in the office of the Engineer no later than 2:00 p.m. of the fifth calendar day following opening of bids, unless the fifth day falls on Saturday, Sunday or an official state holiday. In that situation, it is due in the office of the Engineer no later than 10:00 a.m. on the next official state business day.

If the bidder fails to submit the Letter of Intent from each committed MBE and WBE to be used toward the MBE and WBE goals, or if the form is incomplete (i.e. both signatures are not present), the MBE/WBE participation will not count toward meeting the MBE/WBE goal. If the

lack of this participation drops the commitment below either the MBE or WBE goal, the Contractor shall submit evidence of good faith efforts for the goal not met, completed in its entirety, to the Engineer no later than 2:00 p.m. of the eighth calendar day following opening of bids, unless the eighth day falls on Saturday, Sunday or an official state holiday. In that situation, it is due in the office of the Engineer no later than 10:00 a.m. on the next official state business day.

Banking MBE/WBE Credit

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

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

Submission of Good Faith Effort

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

One complete set and **6** copies of this information shall be received in the office of the Engineer no later than 2:00 p.m. of the fifth calendar day following opening of bids, unless the fifth day falls on Saturday, Sunday or an official state holiday. In that situation, it is due in the office of the Engineer no later than 10:00 a.m. on the next official state business day.

Note: Where the information submitted includes repetitious solicitation letters, it will be acceptable to submit a representative letter along with a distribution list of the firms that were solicited. Documentation of MBE/WBE quotations shall be a part of the good faith effort submittal. This documentation may include written subcontractor quotations, telephone log notations of verbal quotations, or other types of quotation documentation.

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

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

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

- (A) Soliciting through all reasonable and available means (e.g. attendance at pre-bid meetings, advertising, written notices, use of verifiable electronic means through the use of the NCDOT Directory of Transportation Firms) the interest of all certified MBEs/WBEs that are also prequalified subcontractors. The bidder must solicit this interest within at least 10 days prior to bid opening to allow the MBEs/WBEs to respond to the solicitation. Solicitation shall provide the opportunity to MBEs/WBEs within the Division and surrounding Divisions where the project is located. The bidder must determine with certainty if the MBEs/WBEs are interested by taking appropriate steps to follow up initial solicitations.
- (B) Selecting portions of the work to be performed by MBEs/WBEs in order to increase the likelihood that the MBE and WBE goals will be achieved.
 - (1) Where appropriate, break out contract work items into economically feasible units to facilitate MBE/WBE participation, even when the prime contractor might otherwise prefer to perform these work items with its own forces.
 - (2) Negotiate with subcontractors to assume part of the responsibility to meet the contract MBE/WBE goals when the work to be sublet includes potential for MBE/WBE participation (2nd and 3rd tier subcontractors).
- (C) Providing interested certified MBEs/WBEs that are also prequalified subcontractors with adequate information about the plans, specifications, and requirements of the contract in a timely manner to assist them in responding to a solicitation.
- (D)
 - (1) Negotiating in good faith with interested MBEs/WBEs. It is the bidder's responsibility to make a portion of the work available to MBE/WBE subcontractors and suppliers and to select those portions of the work or material needs consistent with the available MBE/WBE subcontractors and suppliers, so as to facilitate MBE/WBE participation. Evidence of such negotiation includes the names, addresses, and telephone numbers of MBEs/WBEs that were considered; a description of the information provided regarding the plans and specifications for the work selected for subcontracting; and evidence as to why additional agreements could not be reached for MBEs/WBEs to perform the work.
 - (2) A bidder using good business judgment would consider a number of factors in negotiating with subcontractors, including MBE/WBE subcontractors, and would take a firm's price and capabilities as well as contract goals into consideration. However, the fact that there may be some additional costs involved in finding and using MBEs/WBEs is not in itself sufficient reason for a bidder's failure to meet the contract MBE or WBE goals, as long as such costs are reasonable. Also, the ability or desire of a prime contractor to perform the work of a contract with its own organization does not relieve the bidder of the

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

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

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

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

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

Non-Good Faith Appeal

The Engineer will notify the contractor verbally and in writing of non-good faith. A contractor may appeal a determination of non-good faith made by the Goal Compliance Committee. If a contractor wishes to appeal the determination made by the Committee, they shall provide written notification to the Engineer. The appeal shall be made within 2 business days of notification of the determination of non-good faith.

Counting MBE/WBE Participation Toward Meeting MBE/WBE Goals

(A) Participation

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

(B) Joint Checks

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

(C) Subcontracts (Non-Trucking)

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

(D) Joint Venture

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

(E) Suppliers

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

(F) Manufacturers and Regular Dealers

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

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

Commercially Useful Function

(A) MBE/WBE Utilization

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

(B) MBE/WBE Utilization in Trucking

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

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

priority for use of the leased truck. This type of lease may count toward the MBE/WBE's credit as long as the driver is under the MBE/WBE's payroll.

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

MBE/WBE Replacement

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

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

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

(A) Performance Related Replacement

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

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

- (1) Copies of written notification to MBEs/WBEs that their interest is solicited in contracting the work defaulted by the previous MBE/WBE or in subcontracting other items of work in the contract.
- (2) Efforts to negotiate with MBEs/WBEs for specific subbids including, at a minimum:

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

Changes in the Work

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

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

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

When the Contractor requests changes in the work that result in the reduction or elimination of work that the Contractor committed to be performed by a MBE/WBE, the Contractor shall seek

additional participation by MBEs/WBEs equal to the reduced MBE/WBE participation caused by the changes.

Reports and Documentation

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

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

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

Reporting Minority and Women Business Enterprise Participation

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

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

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

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

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

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

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

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

Failure to Meet Contract Requirements

Failure to meet contract requirements in accordance with Subarticle 102-15(J) of the *2012 Standard Specifications* may be cause to disqualify the Contractor.

LOCATING EXISTING UNDERGROUND UTILITIES:

(3-20-12)

105

SP1 G115

Revise the *2012 Standard Specifications* as follows:

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

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

UTILITY CONFLICTS:

It shall be the responsibility of the Contractor to contact all affected utility owners and determine the precise locations of all utilities prior to beginning construction. Utility owners shall be contacted a minimum of 48 hours prior to the commencement of operations. Special care shall be used in working around or near existing utilities, protecting them when necessary to provide uninterrupted service. In the event that any utility service is interrupted, the Contractor shall notify the utility owner immediately and shall cooperate with the owner, or his 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 Contractor shall adhere to all applicable regulations and follow accepted safety procedures when working in the vicinity of utilities in order to insure the safety of construction personnel and the public. Utilities damaged by the Contractor due to his negligence will be repaired at the Contractor's expense.

RESOURCE CONSERVATION AND ENVIRONMENTALLY SUSTAINABLE

PRACTICES:

(5-21-13) (Rev. 5-19-15)

104-13

SP1 G118

In accordance with North Carolina Executive Order 156, NCGS 130A-309.14(3), and NCGS 136-28.8, it is the objective of the Department to aid in the reduction of materials that become a part of our solid waste stream, to divert materials from landfills, to find ways to recycle and reuse materials, to consider and minimize, where economically feasible, the environmental impacts associated with agency land use and acquisition, construction, maintenance and facility management for the benefit of the Citizens of North Carolina.

To achieve the mission of reducing environmental impacts across the state, the Department is committed to supporting the efforts to initiate, develop and use products and construction

methods that incorporate the use of recycled, solid waste products and environmentally sustainable practices in accordance with Article 104-13 of the *Standard Specifications*.

Report the quantities of reused or recycled materials either incorporated in the project or diverted from landfills and any practice that minimizes the environmental impact on the project annually on the Project Construction Reuse and Recycling Reporting Form. The Project Construction Reuse and Recycling Reporting Form and a location tool for local recycling facilities are available at:

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

Submit the Project Construction Reuse and Recycling Reporting Form by August 1 annually to valuemanagementunit@ncdot.gov. For questions regarding the form or reporting, please contact the State Value Management Engineer at 919-707-4810.

DOMESTIC STEEL:

(4-16-13)

106

SP1 G120

Revise the *2012 Standard Specifications* as follows:

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

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

IRAN DIVESTMENT ACT:

(5-17-16)

SP01 G151

As a result of the Iran Divestment Act of 2015 (Act), Article 6E, N.C. General Statute § 147-86.55, the State Treasurer published the Final Divestment List (List) which includes the Final Divestment List-Iran, and the Parent and Subsidiary Guidance-Iran. These lists identify companies and persons engaged in investment activities in Iran and will be updated every 180 days. The List can be found at <https://www.nctreasurer.com/inside-the-department/OpenGovernment/Pages/Iran-Divestment-Act-Resources.aspx>

By submitting the Offer, the Contractor certifies that, as of the date of this bid, it is not on the then-current List created by the State Treasurer. The Contractor must notify the Department immediately if, at any time before the award of the contract, it is added to the List.

As an ongoing obligation, the Contractor must notify the Department immediately if, at any time during the contract term, it is added to the List. Consistent with § 147-86.59, the Contractor shall not contract with any person to perform a part of the work if, at the time the subcontract is signed, that person is on the then-current List.

During the term of the Contract, should the Department receive information that a person is in violation of the Act as stated above, the Department will offer the person an opportunity to respond and the Department will take action as appropriate and provided for by law, rule, or contract.

TWELVE MONTH GUARANTEE:

(7-15-03)

SP1 G145

(A) The Contractor shall guarantee materials and workmanship against latent and patent defects arising from faulty materials, faulty workmanship or negligence for a period of twelve months following the date of final acceptance of the work for maintenance and shall replace such defective materials and workmanship without cost to the Department. The Contractor will not be responsible for damage due to faulty design, normal wear and tear, for negligence on the part of the Department, and/or for use in excess of the design.

(B) Where items of equipment or material carry a manufacturer's guarantee for any period in excess of twelve months, then the manufacturer's guarantee shall apply for that particular piece of equipment or material. The Department's first remedy shall be through the manufacturer although the Contractor is responsible for invoking the warranted repair work with the manufacturer. The Contractor's responsibility shall be limited to the term of the manufacturer's guarantee. NCDOT would be afforded the same warranty as provided by the Manufacturer.

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

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

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

OUTSOURCING OUTSIDE THE USA:

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

SP1 G150

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

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

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

GIFTS FROM VENDORS AND CONTRACTORS:

(12-15-09)

RG 152

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

- (1) have a contract with a governmental agency; or
- (2) have performed under such a contract within the past year; or
- (3) anticipate bidding on such a contract in the future.

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

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

LIABILITY INSURANCE:

(5-20-14)

SP1 G160

Revise the *2012 Standard Specifications* as follows:

Page 1-60, Article 107-15 LIABILITY INSURANCE, line 16, add the following as the second sentence of the third paragraph:

Prior to beginning services, all contractors shall provide proof of coverage issued by a workers' compensation insurance carrier, or a certificate of compliance issued by the Department of Insurance for self-insured subcontractors, irrespective of whether having regularly in service fewer than three employees.

EROSION AND SEDIMENT CONTROL/STORMWATER CERTIFICATION:

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

105-16, 225-2, 16

SP1 G180

General

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

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

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

Roles and Responsibilities

- (A) *Certified Erosion and Sediment Control/Stormwater Supervisor* - The Certified Supervisor shall be Level II and responsible for ensuring the erosion and sediment control/stormwater plan is adequately implemented and maintained on the project and for conducting the quality control program. The Certified Supervisor shall be on the project within 24 hours notice from initial exposure of an erodible surface to the project's final acceptance. Perform the following duties:
 - (1) *Manage Operations* - Coordinate and schedule the work of subcontractors so that erosion and sediment control/stormwater measures are fully executed for each operation and in a timely manner over the duration of the contract.
 - (a) Oversee the work of subcontractors so that appropriate erosion and sediment control/stormwater preventive measures are conformed to at each stage of the work.
 - (b) Prepare the required National Pollutant Discharge Elimination System (NPDES) Inspection Record and submit to the Engineer.

- (c) Attend all weekly or monthly construction meetings to discuss the findings of the NPDES inspection and other related issues.
 - (d) Implement the erosion and sediment control/stormwater site plans requested.
 - (e) Provide any needed erosion and sediment control/stormwater practices for the Contractor's temporary work not shown on the plans, such as, but not limited to work platforms, temporary construction, pumping operations, plant and storage yards, and cofferdams.
 - (f) Acquire applicable permits and comply with requirements for borrow pits, dewatering, and any temporary work conducted by the Contractor in jurisdictional areas.
 - (g) Conduct all erosion and sediment control/stormwater work in a timely and workmanlike manner.
 - (h) Fully perform and install erosion and sediment control/stormwater work prior to any suspension of the work.
 - (i) Coordinate with Department, Federal, State and Local Regulatory agencies on resolution of erosion and sediment control/stormwater issues due to the Contractor's operations.
 - (j) Ensure that proper cleanup occurs from vehicle tracking on paved surfaces or any location where sediment leaves the Right-of-Way.
 - (k) Have available a set of erosion and sediment control/stormwater plans that are initialed and include the installation date of Best Management Practices. These practices shall include temporary and permanent groundcover and be properly updated to reflect necessary plan and field changes for use and review by Department personnel as well as regulatory agencies.
- (2) Requirements set forth under the NPDES Permit - The Department's NPDES Stormwater permit (NCS000250) outlines certain objectives and management measures pertaining to construction activities. The permit references *NCG010000, General Permit to Discharge Stormwater* under the NPDES, and states that the Department shall incorporate the applicable requirements into its delegated Erosion and Sediment Control Program for construction activities disturbing one or more acres of land. The Department further incorporates these requirements on all contracted bridge and culvert work at jurisdictional waters, regardless of size. Some of the requirements are, but are not limited to:
- (a) Control project site waste to prevent contamination of surface or ground waters of the state, i.e. from equipment operation/maintenance, construction materials, concrete washout, chemicals, litter, fuels, lubricants, coolants, hydraulic fluids, any other petroleum products, and sanitary waste.
 - (b) Inspect erosion and sediment control/stormwater devices and stormwater discharge outfalls at least once every 7 calendar days and within 24 hours after a rainfall event of 0.5 inch that occurs within a 24 hour period. Additional monitoring may be required at the discretion of Division of Water Resources personnel if the receiving stream is 303(d) listed for turbidity and the project has had documented problems managing turbidity.

- (c) Maintain an onsite rain gauge or use the Department's Multi-Sensor Precipitation Estimate website to maintain a daily record of rainfall amounts and dates.
 - (d) Maintain erosion and sediment control/stormwater inspection records for review by Department and Regulatory personnel upon request.
 - (e) Implement approved reclamation plans on all borrow pits, waste sites and staging areas.
 - (f) Maintain a log of turbidity test results as outlined in the Department's Procedure for Monitoring Borrow Pit Discharge.
 - (g) Provide secondary containment for bulk storage of liquid materials.
 - (h) Provide training for employees concerning general erosion and sediment control/stormwater awareness, the Department's NPDES Stormwater Permit NCS000250 requirements, and the applicable requirements of the *General Permit, NCG010000*.
 - (i) Report violations of the NPDES permit to the Engineer immediately who will notify the Division of Water Quality Regional Office within 24 hours of becoming aware of the violation.
- (3) Quality Control Program - Maintain a quality control program to control erosion, prevent sedimentation and follow provisions/conditions of permits. The quality control program shall:
- (a) Follow permit requirements related to the Contractor and subcontractors' construction activities.
 - (b) Ensure that all operators and subcontractors on site have the proper erosion and sediment control/stormwater certification.
 - (c) Notify the Engineer when the required certified erosion and sediment control/stormwater personnel are not available on the job site when needed.
 - (d) Conduct the inspections required by the NPDES permit.
 - (e) Take corrective actions in the proper timeframe as required by the NPDES permit for problem areas identified during the NPDES inspections.
 - (f) Incorporate erosion control into the work in a timely manner and stabilize disturbed areas with mulch/seed or vegetative cover on a section-by-section basis.
 - (g) Use flocculants approved by state regulatory authorities where appropriate and where required for turbidity and sedimentation reduction.
 - (h) Ensure proper installation and maintenance of temporary erosion and sediment control devices.
 - (i) Remove temporary erosion or sediment control devices when they are no longer necessary as agreed upon by the Engineer.
 - (j) The Contractor's quality control and inspection procedures shall be subject to review by the Engineer. Maintain NPDES inspection records and make records available at all times for verification by the Engineer.
- (B) *Certified Foreman* - At least one Certified Foreman shall be onsite for each type of work listed herein during the respective construction activities to control erosion, prevent sedimentation and follow permit provisions:

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

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

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

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

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

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

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

Preconstruction Meeting

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

Ethical Responsibility

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

Revocation or Suspension of Certification

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

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

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

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

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

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

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

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

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

Measurement and Payment

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

PROCEDURE FOR MONITORING BORROW PIT DISCHARGE:

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

105-16, 230, 801

SP1 G181

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

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

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

During the Environmental Assessment required by Article 230-4 of the *2012 Standard Specifications*, the Contractor shall define the point at which the discharge enters into the State's surface waters and the appropriate sampling locations. Sampling locations shall include points upstream and downstream from the point at which the discharge enters these waters. Upstream sampling location shall be located so that it is not influenced by backwater conditions and represents natural background conditions. Downstream sampling location shall be located at the point where complete mixing of the discharge and receiving water has occurred.

The discharge shall be closely monitored when water from the dewatering activities is introduced into jurisdictional wetlands. Any time visible sedimentation (deposition of sediment) on the wetland surface is observed, the dewatering activity will be suspended until turbidity levels in

the stilling basin can be reduced to a level where sediment deposition does not occur. Staining of wetland surfaces from suspended

clay particles, occurring after evaporation or infiltration, does not constitute sedimentation. No activities shall occur in wetlands that adversely affect the functioning of a wetland. Visible sedimentation will be considered an indication of possible adverse impacts on wetland use.

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

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

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

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

EMPLOYMENT:

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

108, 102

SP1 G184

Revise the *2012 Standard Specifications* as follows:

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

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

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

STATE HIGHWAY ADMINISTRATOR TITLE CHANGE:

(9-18-12)

SP1 G185

Revise the *2012 Standard Specifications* as follows:

Replace all references to “State Highway Administrator” with “Chief Engineer”.

SUBLETTING OF CONTRACT:

(11-18-2014)

108-6

SP1 G186

Revise the *2012 Standard Specifications* as follows:

Page 1-66, Article 108-6 Subletting of Contract, line 37, add the following as the second sentence of the first paragraph:

All requests to sublet work shall be submitted within 30 days of the date of availability or prior to expiration of 20% of the contract time, whichever date is later, unless otherwise approved by the Engineer.

Page 1-67, Article 108-6 Subletting of Contract, line 7, add the following as the second sentence of the fourth paragraph:

Purchasing materials for subcontractors is not included in the percentage of work required to be performed by the Contractor. If the Contractor sublets items of work but elects to purchase material for the subcontractor, the value of the material purchased will be included in the total dollar amount considered to have been sublet.

PROJECT SPECIAL PROVISIONS (ROADWAY)**SCOPE OF WORK:**

This contract is for the resurfacing of two sections of primary roads in Stanly County. The Contractor shall furnish all labor and materials for the project in accordance with the 2012 Standard Specifications and/or Special Provisions herein.

NOTE TO CONTRACTOR:

Milling will not be allowed on any map no sooner than 5 days before final surface layer is placed. If any of the above milling takes place before the timetable above, all work on all maps will be suspended or as directed by the Engineer. The contractor shall install a minimum of a 3 foot paper taper joint for 1.5 inch maps for all milled joints. On maps that exceed 1.5 inches, the contractor shall install a minimum of a 6 foot paper taper joint for all milled joints.

SHOULDER RECONSTRUCTION PER SHOULDER MILE:

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

560

SP1 R07FR(Rev)

Description

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

Materials

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

Construction Methods

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

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

Measurement and Payment

Shoulder Reconstruction will be measured and paid as the actual number of miles of shoulders that have been reconstructed. Measurement will be made along the surface of each shoulder to

the nearest 0.01 of a mile. Such price will include disposing of any excess material in an approved disposal site, **Seeding and Mulching** and for all labor, tools, equipment, and incidentals necessary to complete the work.

Borrow Excavation will be paid in accordance with Section 230 of the *2012 Standard Specifications* for earth material furnished by the Contractor. The requirements of Article 104-5 of the *2012 Standard Specifications* pertaining to revised contract prices for overrunning minor items will not apply to the item of *Borrow Excavation*.

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

Payment will be made under:

Pay Item	Pay Unit
Shoulder Reconstruction	Shoulder Mile
Borrow Excavation	Cubic Yard

SHOULDER RECONSTRUCTION PROCEDURE:

(7-1-95) (Rev. 10-15-13)

560

SP1 R10BR

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

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

CONSTRUCTION SEQUENCE:

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

560

SP1 R34R

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

FUEL PRICE ADJUSTMENT:

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

109-8

SP1 G43

Revise the *2012 Standard Specifications* as follows:

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

The base index price for DIESEL #2 FUEL is \$ **1.6615** per gallon. Where any of the following are included as pay items in the contract, they will be eligible for fuel price adjustment.

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

Description	Units	Fuel Usage Factor Diesel
Unclassified Excavation	Gal/CY	0.29
Borrow Excavation	Gal/CY	0.29
Class IV Subgrade Stabilization	Gal/Ton	0.55
Aggregate Base Course	Gal/Ton	0.55
Sub-Ballast	Gal/Ton	0.55
Asphalt Concrete Base Course, Type ____	Gal/Ton	2.90
Asphalt Concrete Intermediate Course, Type ____	Gal/Ton	2.90
Asphalt Concrete Surface Course, Type ____	Gal/Ton	2.90
Open-Graded Asphalt Friction Course	Gal/Ton	2.90
Permeable Asphalt Drainage Course, Type ____	Gal/Ton	2.90
Sand Asphalt Surface Course, Type ____	Gal/Ton	2.90
Aggregate for Cement Treated Base Course	Gal/Ton	0.55
Portland Cement for Cement Treated Base Course	Gal/Ton	0.55
__" Portland Cement Concrete Pavement	Gal/SY	0.245
Concrete Shoulders Adjacent to __" Pavement	Gal/SY	0.245

SHOULDER AND FILL SLOPE MATERIAL:

(5-21-02)

235, 560

SP2 R45 A

Description

Perform the required shoulder and slope construction for this project in accordance with the applicable requirements of Section 560 and Section 235 of the *2012 Standard Specifications*.

Measurement and Payment

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

INCIDENTAL STONE BASE:

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

545

SP5 R28R

Description

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

Materials and Construction

Provide and place incidental stone base in accordance with Section 545 of the *2012 Standard Specifications*.

Measurement and Payment

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

ASPHALT PAVEMENTS - SUPERPAVE:

(6-19-12) (Rev. 8-16-16)

605, 609, 610, 650

SP6 R01

Revise the *2012 Standard Specifications* as follows:

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

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

TABLE 605-1 APPLICATION RATES FOR TACK COAT	
Existing Surface	Target Rate (gal/sy)
	Emulsified Asphalt
New Asphalt	0.04 ± 0.01
Oxidized or Milled Asphalt	0.06 ± 0.01
Concrete	0.08 ± 0.01

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

TABLE 605-2 APPLICATION TEMPERATURE FOR TACK COAT	
Asphalt Material	Temperature Range
Asphalt Binder, Grade PG 64-22	350 - 400°F
Emulsified Asphalt, Grade RS-1H	130 - 160°F
Emulsified Asphalt, Grade CRS-1	130 - 160°F
Emulsified Asphalt, Grade CRS-1H	130 - 160°F
Emulsified Asphalt, Grade HFMS-1	130 - 160°F
Emulsified Asphalt, Grade CRS-2	130 - 160°F

Page 6-6, Subarticle 607-5(A), Milled Asphalt Pavement, line 25, add the following to the end of the paragraph:

Areas to be paid under these items include mainline, turn lanes, shoulders, and other areas milled in conjunction with the mainline and any additional equipment necessary to remove pavement in

the area of manholes, water valves, curb, gutter and other obstructions.

Page 6-6, Subarticle 607-5(C), Incidental Milling, lines 42-48, replace the paragraph with the following:

Incidental Milling to be paid will be the actual number of square yards of surface milled where the Contractor is required to mill butt joints, irregular areas and intersections milled as a separate operation from mainline milling and re-mill areas that are not due to the Contractor's negligence whose length is less than 100 feet. Measurement will be made as provided in Subarticle 607-5(A) for each cut the Contractor is directed to perform. Where the Contractor elects to make multiple cuts to achieve the final depth, no additional measurement will be made. Compensation will be made at the contract unit price per square yard for *Incidental Milling*.

Page 6-7, Article 609-3, FIELD VERIFICATION OF MIXTURE AND JOB MIX FORMULA ADJUSTMENTS, lines 35-37, delete the second sentence of the second paragraph.

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

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

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

<https://connect.ncdot.gov/resources/Materials/MaterialsResources/Warm%20Mix%20Asphalt%20Approved%20List.pdf>

Page 6-20, Subarticle 610-3(C), Job Mix Formula (JMF), lines 47-48, replace the last sentence of the third paragraph with the following:

The JMF mix temperature shall be within the ranges shown in Table 610-1 unless otherwise approved.

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

Binder Grade	JMF Mix Temperature
PG 58-28; PG 64-22	250 - 290°F
PG 70-22	275- 305°F
PG 76-22	300- 325°F

Page 6-21, Subarticle 610-3(C) Job Mix Formula (JMF), lines 1-2, in the first sentence of the first paragraph, delete "and compaction". Lines 4-7, delete the second paragraph and replace with the following:

When RAS is used, the JMF mix temperature shall be established at 275°F or higher.

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

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

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

Asphalt Concrete Mix Type	Minimum Surface and Air Temperature
B25.0B, C	35°F
I19.0B, C, D	35°F
SF9.5A, S9.5B	40°F ^A
S9.5C, S12.5C	45°F ^A
S9.5D, S12.5D	50°F

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

Page 6-23, Subarticle 610-5(A), General, lines 33-34, replace the last sentence of the third paragraph with the following:

Produce the mixture at the asphalt plant within ± 25 °F of the JMF mix temperature. The temperature of the mixture, when discharged from the mixer, shall not exceed 350°F.

Page 6-26, Article 610-7, HAULING OF ASPHALT MIXTURE, lines 22-23, in the fourth sentence of the first paragraph replace “so as to overlap the top of the truck bed and” with “to”. Line 28, in the last paragraph, replace “+15 °F to -25 °F of the specified JMF temperature.” with “ ± 25 °F of the specified JMF mix temperature.”

Page 6-26, Article 610-8, SPREADING AND FINISHING, line 34, add the following new paragraph:

As referenced in Section 9.6.3 of the *HMA/QMS Manual*, use the automatic screed controls on the paver to control the longitudinal profile. Where approved by the Engineer, the Contractor has the option to use either a fixed or mobile string line.

Page 6-29, Article 610-13, FINAL SURFACE TESTING AND ACCEPTANCE, line 39, add the following after the first sentence in the first paragraph:

Smoothness acceptance testing using the inertial profiler is not required on ramps, loops and turn lanes.

Page 6-30, Subarticle 610-13(A), Option 1 – Inertial Profiler, lines 15-16, replace the fourth sentence of the fourth paragraph with the following:

The interval at which relative profile elevations are reported shall be 2”.

Page 6-30, Subarticle 610-13(A), Option 1 – Inertial Profiler, lines 25-28, replace the ninth paragraph with the following:

Operate the profiler at any speed as per the manufacturer’s recommendations to collect valid data.

Page 6-30, Subarticle 610-13(A), Option 1 – Inertial Profiler, lines 30-31, delete the third sentence of the tenth paragraph.

Page 6-31, Subarticle 610-13(A), Option 1 – Inertial Profiler, lines 11-13, replace the first sentence of the third paragraph with the following:

After testing, transfer the profile data from the profiler portable computer’s hard drive to a write once storage media (Flash drive, USB, DVD-R or CD-R) or electronic media approved by the Engineer.

Page 6-31, Subarticle 610-13(A), Option 1 – Inertial Profiler, lines 17-18, replace the first sentence of the fourth paragraph with the following:

Submit a report with the documentation and electronic data of the evaluation for each section to the Engineer within 10 days after completion of the smoothness testing. The report shall be in the tabular format for each 0.10 segment or a portion thereof with a summary of the MRI values and the localized roughness areas including corresponding project station numbers or acceptable reference points. Calculate the pay adjustments for all segments in accordance with the formulas in Sections (1) and (2) shown below. The Engineer shall review and approval all pay adjustments unless corrective action is required.

Page 6-31, Subarticle 610-13(A)(1), Acceptance for New Construction, lines 36-37, replace the third paragraph with the following:

The price adjustment will apply to each 0.10-mile section or prorated for a portion thereof, based on the Mean Roughness Index (MRI), the average IRI values from both wheel paths.

Page 6-32, Subarticle 610-13(A)(2), Localized Roughness, lines 12-16, replace the first paragraph with the following:

Areas of localized roughness shall be identified through the “Smoothness Assurance Module (SAM)” provided in the ProVAL software. Use the SAM report to optimize repair strategies by analyzing the measurements from profiles collected using inertial profilers. The ride quality threshold for localized roughness shall be 165 in/mile for any sections that are 15 ft. to 100 ft. in length at the continuous short interval of 25 ft. Submit a continuous roughness report to identify each section with project station numbers or reference points outside the threshold and identify all localized roughness, with the signature of the Operator included with the submitted IRI trace and electronic files.

Page 6-32, Subarticle 610-13(A)(2), Localized Roughness, line 21, add the following new paragraph:

If the Engineer does not require corrective action, the pay adjustment for each area of localized roughness shall be based on the following formula:

PA = (165 – LR#) 5

Where:

- PA = Pay Adjustment (dollars)
- LR# = The Localized Roughness number determined from SAM report for the ride quality threshold

Page 6-41, Subarticle 650-3(B), Mix Design Criteria, replace Table 650-1 with the following:

TABLE 650-1 OGAFC GRADATION CRITERIA			
Grading Requirements	Total Percent Passing		
<i>Sieve Size (mm)</i>	<i>Type FC-1</i>	<i>Type FC-1 Modified</i>	<i>Type FC-2 Modified</i>
19.0	-	-	100
12.5	100	100	80 - 100
9.50	75 - 100	75 - 100	55 - 80
4.75	25 - 45	25 - 45	15 - 30
2.36	5 - 15	5 - 15	5 - 15
0.075	1.0 - 3.0	1.0 - 3.0	2.0 - 4.0

SHOULDER WEDGE:

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

610

SP6 R03R

Revise the *2012 Standard Specifications* as follows:

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

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

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

ASPHALT BINDER CONTENT OF ASPHALT PLANT MIXES:

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

609

SP6 R15

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

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

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

PRICE ADJUSTMENT - ASPHALT BINDER FOR PLANT MIX:

(11-21-00)

SP6 R25

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

The base price index for asphalt binder for plant mix is **\$384.50** per ton.

This base price index represents an average of F.O.B. selling prices of asphalt binder at supplier's terminals on **May 1, 2017**.

FINAL SURFACE TESTING NOT REQUIRED:

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

610

SP6 R45

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

ASPHALT RUBBER STRESS ABSORBING MEMBRANE INTERLAYER (AR-SAMI):

(05-01-17)

Description

This specification covers requirements for materials, manufacture, and application of asphalt-rubber as a stress absorbing membrane (AR-SAMI). This specification shall consist of an application of a combined reacted mixture of hot paving grade asphalt and ground rubber followed immediately with a cover material. The layered materials shall completely seal the entire pavement and provide a uniform surface suitable as an interlayer for a wearing course of Hot Mix Asphalt.

A Pre-application meeting shall be scheduled prior to installing the AR-SAMI including representatives of the Manufacture, Contractor and NCDOT.

Materials

A. Base Asphalt Binder:

The base asphalt binder shall have a PG (Performance Grade) of PG58-28. The supplier may substitute PG64-28 where needed to meet the requirements of ASTM D 6114 (type II). The intended PG must be used in the mix design and for the Asphalt-Rubber blending.

B. Asphalt-Rubber Binder:

The physical requirements for the Asphalt-Rubber binder shall conform to ASTM D 6114 type II specifications. The minimum percentage of ground rubber shall be 15% by weight of the total Asphalt-Rubber binder.

The reclaimed vulcanized rubber shall be produced primarily from the processing of automobile and truck tires. The rubber shall be produced by the ambient temperature grinding processes only.

The specific gravity of reclaimed vulcanized ground rubber shall be not less than 1.10 and not greater than 1.20.

Rubber for use in Asphalt-Rubber binder shall be free of loose fabric, wire and other contaminants. Up to 4 percent (by weight of rubber) calcium carbonate or talc may be added to prevent caking or sticking of the particles together. The ground rubber shall be sufficiently dry so as to be free flowing and not produce foaming when blended with the hot PG binder

The materials shall be tested and certified by an AMRL accredited laboratory meeting the requirements of ASTM D 6114 type II specifications.

C. Aggregate:

Before any construction begins, obtain from the asphalt supplier and furnish to the Engineer a Certification of Compatibility of the asphalt rubber binder with the aggregate proposed for use.

The aggregate shall conform to the requirement of appropriate state or local specifications for crushed stone. Crushed gravel stone will not be permitted. Percentage of wear as determined by the Los Angeles Abrasion Test (AASHTO-T96) shall be a maximum of 35. The aggregate shall be pre-heated to a temperature between 200°F and 300°F, and be pre-coated with 0.4% to 0.8% (by weight of aggregate) of PG 58-28, PG 64-28, PG 64-22 or PG 67-22 asphalt binder prior to application. Aggregate shall meet the following gradation as tested by AASHTO T27.

Sieve Size	% Passing – Nominal Size	
	3/8" (9.5 mm)	1/2" (12.5 mm)
5/8" (15.8 mm)	100%	100%
1/2" (12.5 mm)	100%	90 – 100%
3/8" (9.5 mm)	85 – 100%	15 – 65%
#4 (4.75 mm)	0 – 8%	0 – 8%
#8 (2.36 mm)	0 – 4%	0 – 4%
#200 (0.075 mm)	0 – 2%	0 – 2%

NOTE: The 3/8" or 1/2" gradation requirements can be used for ARSAM applications. The Flakiness Index shall be less than 20% (NFP 18-561 Test).

Weather and Seasonal Limitations

Apply AR-SAMI only when the surface to be treated is dry and when the air or surface temperatures, measured at the location of the AR-SAMI operation away from artificial heat, is 50°F and rising. AR-SAMI's shall not be applied after October 15 as a final surface.

When placing AR-SAMI that is to be immediately overlaid with asphalt plant mix, the seasonal and temperature limitations of Article 610-4 of the 2012 Standard Specifications shall apply.

Surface Preparation

The contractor shall patch any areas of pavement failure and major depressions in the existing pavement surface. The contractor shall place a leveling course, if required by the Engineer. Clean the surface to be treated of all dust, dirt, clay, grass, sod and any other deleterious matter before application of the asphalt surface treatment. The contractor shall be responsible for covering all utility irons just prior to application and uncovering after aggregate is spread.

Equipment

A. Mixing and Reaction Equipment:

The method and equipment for combining the ground rubber and PG asphalt binder shall be so designed and accessible that the Engineer can readily determine the percentage of each material being incorporated into the mixture.

Equipment utilized in the production and proportioning of Asphalt-Rubber binder shall include the following as a minimum:

- An asphalt heating tank or heat exchanger with hot oil heat transfer to heat the PG asphalt binder to the necessary temperature before blending with

the ground rubber. This unit shall be equipped with a thermostatic heat control device.

- A mechanical blender shall be utilized for proper proportioning and thorough mixing of the PG asphalt binder and ground rubber. This unit shall have a Coriolis type mass flow meter capable of measuring and recording the flow rate and total quantity of asphalt binder in both gallons and weight. The quantity of ground rubber shall be determined by weight utilizing either a hopper equipped with load cells or a feeder equipped with a belt scale. The percentage of ground rubber based on total asphalt rubber binder shall be recorded.
- An asphalt rubber storage tank equipped with a heating system to maintain the proper temperature of the binder and an internal mixing unit capable of maintaining a homogeneous mixture of asphalt and ground rubber.

The temperature of the asphalt binder shall be between 325°F and 400°F at the time of addition of the ground rubber. Ensure that there are no agglomerations of rubber particles in excess of two inches in the least dimension in the mixing chamber.

The Contractor shall document that the proportions are accurate and that the rubber has been uniformly incorporated into the mixture. Ensure that the crumb rubber and asphalt binder are thoroughly mixed. Rubber floating on the surface or agglomerations of rubber particles is evidence of insufficient mixing. Maintain the temperature of the asphalt-rubber binder immediately after mixing between 325°F and 375°F for a minimum of 45 minutes before use.

The contractor shall submit at the Preconstruction meeting a Quality Control Plan from the Asphalt Rubber supplier meeting the requirements of AASHTO R-26 format.

B. Distributor Truck:

On projects exceeding 35 tons of liquid asphalt rubber, at least two pressure-type bituminous distributor trucks in good condition will be required. The distributor shall be equipped with an internal heating device capable of heating the material evenly up to 425°F; an internal mixing unit capable of maintaining a proper mixture of asphalt cement and granulated rubber; have adequate pump capacity to maintain a high rate of circulation in the tank and to spray the asphalt-rubber at a viscosity of 1,500 to 5,000 centipoise; have adequate pressure devices and suitable manifolds to provide constant positive cut-off to prevent dripping from the nozzles. Distributor shall be equipped with an electronically controlled computerized compensation unit for controlling application rates at various width and speed changes. The application unit shall have electronic controls and a digital read out installed and operated from the inside of the cab of the distributor. The distribution bar on the distributor shall be fully circulating. Any distributor that produces a streaked or irregular distribution of the material shall be promptly repaired or removed from the project.

Distributor equipment shall include a tachometer, pressure gauges, volume measuring devices, and a thermometer for reading temperature of tank contents. Controls for spray bar shall be located in cab of truck, for controlling width and rate of spray of product. It

shall be so constructed that uniform applications may be made at the specified rate per square yard with a tolerance of plus or minus 0.05 gallon per square yard.

A “bootman” shall accompany the distributor and ride in a position so that all spray bar nozzles are in his full view and readily accessible for unplugging.

C. Hauling Equipment:

Tank trucks utilized for the transportation of asphalt rubber shall be equipped with a heating system to maintain the proper temperature of the binder and an internal mixing/agitation unit capable of maintaining a homogeneous mixture of asphalt and ground tire rubber while in transit.

Trucks for hauling cover material shall be rear discharge conveyor-fed or “live bottom” trucks and shall be equipped with a device to lock onto the hitch at the rear of the aggregate spreader to prevent aggregate spillage.

Sufficient hauling vehicles will be available to ensure continuous operation of the distributor and aggregate spreader.

D. Aggregate Spreader:

The aggregate spreader shall be hydrostatically driven and self-propelled. It must be equipped with a hydraulically controlled variable adjustable head that is capable of spreading stone in widths from 4.5 to 18 feet. The spreader shall be mounted on pneumatic tires, and shall apply the stone on the road surface in a manner that ensures that the tires do not contact the road surface until after the stone has been applied. The unit shall be equipped with an electronic radar type sensor used to measure ground speed and will automatically adjust the stone application rate depending on width of application and the speed of aggregate spreader. It shall have the ability to apply stone on any grade from 0 - 6%. The spreader shall be equipped with an integral hopper with a minimum capacity of 5 tons of stone which shall be filled by trucks in a manner which ensures that the truck tires never come in contact with asphalt treated road surfaces until the stone has been properly applied. To maintain constant stone application, a self-locking truck hitch will permit towing of aggregate trucks without stopping the aggregate spreader. It will be capable of maintaining positive engagement over irregular terrain.

E. Pneumatic-Tired Roller:

A minimum of two (2) self-propelled, multiple wheel, pneumatic-tired rollers shall be used, and at least one shall weigh a minimum of 12 tons, and shall have a total compacting width of at least 56 inches.

F. Self-Propelled Rotary Pick-up Sweepers:

A minimum of two (2) self-propelled rotary pick-up sweepers shall be used. They shall be designed, maintained, equipped, and operated so that the pavement surface can be swept clean. The rotary sweepers shall be equipped with adjustable down pressure on the

sweeper heads and shall be capable of temporarily storing the picked up material from the surface of the pavement for disposal offsite.

Construction Method

A. Asphalt-Rubber Application:

The asphalt-rubber mixture shall be applied at a temperature of 325°F to 400°F at a rate of 0.50 to 0.65 gallons per square yard. Exact application rate to be determined by the aggregate gradation, traffic volume and pavement condition.

Longitudinal joints shall be reasonably true to line and parallel to centerline. Where any construction joint occurs, the edges shall be broomed back and blended so there are no gaps and the elevations are the same, and free from ridges and depressions. Longitudinal joints shall be overlapped from 4 to 6 inches.

During application, adequate provision shall be made to prevent marring and discoloration of adjacent pavements, structures, vehicles, foliage or personal property.

B. Aggregate Application:

The application of aggregate shall follow as close as possible behind the application of the asphalt-rubber which shall not be spread further in advance of the aggregate spread than can be immediately covered. Construction equipment or other vehicles shall not drive on the uncovered asphalt-rubber. The hot pre-coated aggregate shall be spread uniformly by a self-propelled spreader at a rate of 35 pounds per square yard. Any deficient areas shall be covered with additional material.

C. Rolling:

A minimum of two (2) pneumatic-tired rollers shall be used for aggregate embedment into the hot asphalt-rubber. Rolling shall commence immediately following spread of aggregate. There shall be at least three coverages by the pneumatic-tired roller to embed the aggregate particles firmly into the asphalt-rubber. Coverage shall be as many passes as are necessary to cover the entire width being spread with a pass being one movement of a roller in either direction.

D. Sweeping:

When the maximum amount of aggregate has been embedded into the asphalt-rubber and the pavement has cooled, all loose material shall be swept or otherwise removed by the contractor. Contractor shall supply two (2) sweepers for the day of application. This will be done at a time and in a manner, which will not displace any embedded aggregate or damage the asphalt-rubber. The material removed by sweeping shall be disposed of offsite.

Traffic may be allowed on the interlayer once the sweeping has been completed.

E. Final Paving Layer:

The final Asphalt Surface Course shall be placed within 48 hrs of the AR-SAMI. This process shall be done one lane width at a time.

A tack coat will not be needed prior to paving with the final Asphalt Surface Course.

The interlayer and asphalt surface course process shall be done in a continuous manner so that the asphalt bonds with the emulsion from the interlayer.

Warranty

The Asphalt Rubber Stress Absorbing Membrane Interlayer (AR-SAMI) shall be warranted by the project payment and performance bonds for a period of 12 months.

(A) Warranty Period

The Department will conduct an inspection of the work and provide written acceptance in accordance with Article 105-17 of the *2012 Standard Specifications*. Written acceptance of the work will constitute the start date for the 12 month warranty period.

(B) Situations Affecting the Warranty

During the warranty period, the Contractor will not be held responsible for distresses that are caused by factors not related to materials and workmanship. These include, but are not limited to, chemical and fuel spills, vehicle fires, base failures, and snow plows. Other factors considered to be beyond the control of the Contractor, which may contribute to pavement distress, will be considered by the Engineer on a case by case basis upon receipt of a written request from the Contractor. Maintaining traffic on the pavement surface prior to the Engineer's acceptance will not be a condition for voiding the warranty.

(C) Emergency Repairs

If, in the opinion of the Department, a pavement condition covered by the warranty requires immediate attention for the safety of the traveling public, the Contractor will be notified immediately. If the Contractor cannot perform the work in a timely manner, the Department may directly perform or have the corrective work performed by another entity at the Contractor's expense. Any emergency work performed will not alter the requirements, responsibilities, or obligations of the warranty.

Measurement and Payment

Asphalt Rubber Stress Absorbing Membrane Interlayer will be measured and paid at the contract unit price per square yard for the actual number of square yards of AR-SAMI which has been

completed and accepted. The unit price for AR-SAMI will be full compensation for all work covered by this provision, and applicable sections of the *2012 Standard Specifications for Roads and Structures* for furnishing all labor, materials, tools, equipment and incidentals for doing all work involved in the placement of the AR-SAMI.

Asphalt Rubber Binder for Stress Absorbing Membrane Interlayer will be measured and paid at the contract unit price per gallon, which price will be full compensation for all materials including modifiers and additives, tack coat, labor, tools, equipment, and all other incidentals necessary to complete the work.

Patching and Leveling, if needed will be measured and paid as provided elsewhere in this contract.

Price adjustments for Emulsion **will not** apply in this contract.

Payment will be made under:

Pay Item	Pay Unit
Asphalt Rubber Stress Absorbing Membrane Interlayer	Square Yard
Asphalt Rubber Binder for Stress Absorbing Membrane Interlayer	Gallon

PAVING INTERSECTIONS:

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

610

SP6 R67BR

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

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

Widen the pavement on curves as directed by the Engineer.

PAVEMENT WIDTH VARIES:

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

610

SP6 R76R

The Contractor's attention is directed to the fact that the existing pavement varies in width and the Contractor will be required to widen the pavement as directed by the Engineer in order to obtain a uniform edge of pavement.

PATCHING EXISTING PAVEMENT (MILL):

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

610

SP6 R88R(Rev)

Description

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

Contractor performing repairs. **The Contractor will be required to use a milling machine suitable to performing a minimum patch of 4 ft. in width when patching on all maps. Asphalt Type B25.0C or I19.0C shall be placed when using S9.5C surface mix. Asphalt Type B25.0B or I19.0B shall be placed when using S9.5B surface mix. See Patching Detail.**

Materials

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

Construction Methods

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

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

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

Measurement and Payment

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

Patching Existing Pavement will be considered a minor item. Any provisions included in the contract that provides for adjustments in compensation due to variations in the price of asphalt binder will not be applicable to payment for the work covered by this provision.

Payment will be made under:

Pay Item	Pay Unit
Patching Existing Pavement (Mill)	Ton

ADJUSTMENT OF MANHOLES, METER BOXES, AND VALVE BOXES:

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

858

SP8 R97R

The Contractor's attention is directed to Article 858-3 of the *2012 Standard Specifications*. Cast iron or steel fittings will not be permitted for the adjustment of manholes, meter boxes, and valve boxes on this project.

MATERIALS:

(2-21-12) (Rev. 11-22-16)

1000, 1002, 1005, 1016, 1018, 1024, 1050, 1074, 1078, 1080, 1081, 1086, 1084, 1087, 1092

SP10 R01

Revise the *2012 Standard Specifications* as follows:

Page 10-1, Article 1000-1, DESCRIPTION, lines 9-10, replace the last sentence of the first paragraph with the following:

Type IL, IP, IS or IT blended cement may be used instead of Portland cement.

Page 10-1, Article 1000-1, DESCRIPTION, line 14, add the following:

If any change is made to the mix design, submit a new mix design (with the exception of an approved pozzolan source change).

If any major change is made to the mix design, also submit new test results showing the mix design conforms to the criteria. Define a major change to the mix design as:

- (1) A source change in coarse aggregate, fine aggregate or cement.
- (2) A pozzolan class or type change (e.g. Class F fly ash to Class C fly ash).
- (3) A quantitative change in coarse aggregate (applies to an increase or decrease greater than 5%), fine aggregate (applies to an increase or decrease greater than 5%), water (applies to an increase only), cement (applies to a decrease only), or pozzolan (applies to an increase or decrease greater than 5%).

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

Page 10-1, Article 1000-2, MATERIALS, line 16; Page 10-8, Subarticle 1000-7(A), Materials, line 8; and Page 10-18, Article 1002-2, MATERIALS, line 9, add the following to the table of item references:

Item	Section
Type IL Blended Cement	1024-1

Page 10-1, Subarticle 1000-3(A), Composition and Design, lines 25-27, replace the second paragraph with the following:

Fly ash may be substituted for cement in the mix design up to 30% at a rate of 1.0 lb of fly ash to each pound of cement replaced.

Page 10-2, Subarticle 1000-3(A), Composition and Design, lines 12-21, delete the third paragraph through the sixth paragraph beginning with “If any change is made to the mix design, submit...” through “...(applies to a decrease only).”

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

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

Page 10-6, Subarticle 1000-4(I), Use of Fly Ash, lines 36-2, replace the first paragraph with the following:

Fly ash may be substituted for cement in the mix design up to 30% at a rate of 1.0 lb of fly ash to each pound of cement replaced. Use Table 1000-1 to determine the maximum allowable water-cementitious material (cement + fly ash) ratio for the classes of concrete listed.

Page 10-7, Table 1000-3, MAXIMUM WATER-CEMENTITIOUS MATERIAL RATIO, delete the table.

Page 10-7, Article 1000-5, HIGH EARLY STRENGTH PORTLAND CEMENT CONCRETE, lines 30-31, delete the second sentence of the third paragraph.

Page 10-19, Article 1002-3, SHOTCRETE FOR TEMPORARY SUPPORT OF EXCAVATIONS, line 30, add the following at the end of Section 1002:

(H) Handling and Storing Test Panels

Notify the Area Materials Engineer when preconstruction or production test panels are made within 24 hours of shooting the panels. Field cure and protect test panels from damage in accordance with ASTM C1140 until the Department transports panels to the Materials and Tests Regional Laboratory for coring.

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

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

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

- A. See Subarticle 1005-4(A).
- B. See Subarticle 1005-4(B).
- C. For Lightweight Aggregate used in Structural Concrete, see Subarticle 1014-2(E)(6).

Page 10-39, Article 1016-3, CLASSIFICATIONS, lines 27-32, replace with the following:

Select material is clean, unweathered durable, blasted rock material obtained from an approved source. While no specific gradation is required, the below criteria will be used to evaluate the materials for visual acceptance by the Engineer:

- (A) At least 50% of the rock has a diameter of from 1.5 ft to 3 ft,
- (B) 30% of the rock ranges in size from 2" to 1.5 ft in diameter, and
- (C) Not more than 20% of the rock is less than 2" in diameter. No rippable rock will be permitted.

Page 10-40, Tables 1018-1 and 1018-2, PIEDMONT, WESTERN AND COASTAL AREA CRITERIA FOR ACCEPTANCE OF BORROW MATERIAL, under second column in both tables, replace second row with the following:

Acceptable, but not to be used in the top 3 ft of embankment or backfill

Page 10-46, Article 1024-1, PORTLAND CEMENT, line 33, add the following as the ninth paragraph:

Use Type IL blended cement that meets AASHTO M 240, except that the limestone content is limited to between 5 and 12% by weight and the constituents shall be interground. Class F fly ash can replace a portion of Type IL blended cement and shall be replaced as outlined in Subarticle 1000-4(I) for Portland cement. For mixes that contain cement with alkali content between 0.6% and 1.0% and for mixes that contain a reactive aggregate documented by the Department, use a pozzolan in the amount shown in Table 1024-1.

Page 10-46, Table 1024-1, POZZOLANS FOR USE IN PORTLAND CEMENT CONCRETE, replace with the following:

TABLE 1024-1 POZZOLANS FOR USE IN PORTLAND CEMENT CONCRETE	
Pozzolan	Rate
Class F Fly Ash	20% - 30% by weight of required cement content with 1.0 lb Class F fly ash per lb of cement replaced
Ground Granulated Blast Furnace Slag	35%-50% by weight of required cement content with 1.0 lb slag per lb of cement replaced
Microsilica	4%-8% by weight of required cement content with 1.0 lb microsilica per lb of cement replaced

Page 10-47, Subarticle 1024-3(B), Approved Sources, lines 16-18, replace the second sentence of the second paragraph with the following:

Tests shall be performed by AASHTO's designated National Transportation Product Evaluation Program (NTPEP) laboratory for concrete admixture testing.

Page 10-65, Article 1050-1, GENERAL, line 41, replace the first sentence with the following:

All fencing material and accessories shall meet Section 106.

Page 10-115, Subarticle 1074-7(B), Gray Iron Castings, lines 10-11, replace the first two sentences with the following:

Supply gray iron castings meeting all facets of AASHTO M 306 excluding proof load. Proof load testing will only be required for new casting designs during the design process, and conformance to M306 loading (40,000 lb.) will be required only when noted on the design documents.

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

TABLE 1078-1 REQUIREMENTS FOR CONCRETE		
Property	28 Day Design Compressive Strength 6,000 psi or less	28 Day Design Compressive Strength greater than 6,000 psi
Maximum Water/Cementitious Material Ratio	0.45	0.40
Maximum Slump without HRWR	3.5"	3.5"
Maximum Slump with HRWR	8"	8"
Air Content (upon discharge into forms)	5 + 2%	5 + 2%

Page 10-151, Article 1080-4, INSPECTION AND SAMPLING, lines 18-22, replace (B), (C) and (D) with the following:

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

Page 10-161, Subarticle 1081-1(A), Classifications, lines 29-33, delete first 3 sentences of the description for Type 2 and replace with the following:

Type 2 - A low-modulus, general-purpose adhesive used in epoxy mortar repairs. It may be used to patch spalled, cracked or broken concrete where vibration, shock or expansion and contraction are expected.

Page 10-162, Subarticle 1081-1(A), Classifications, lines 4-7, delete the second and third sentences of the description for Type 3A. **Lines 16-22,** delete Types 6A, 6B and 6C.

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

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

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

Page 10-163, Table 1081-1, PROPERTIES OF MIXED EPOXY RESIN SYSTEMS, replace with the following:

Property	Type 1	Type 2	Type 3	Type 3A	Type 4A	Type 4B	Type 5
Viscosity-Poises at 77°F ± 2°F	Gel	10-30	25-75	Gel	40-150	40-150	1-6
Spindle No.	-	3	4	--	4	4	2
Speed (RPM)	-	20	20	--	10	10	50
Pot Life (Minutes)	20-50	30-60	20-50	5-50	40-80	40-80	20-60
Minimum Tensile Strength at 7 days (psi)	1,500	2,000	4,000	4,000	1,500	1,500	4,000
Tensile Elongation at 7 days (%)	30 min.	30 min.	2-5	2-5	5-15	5-15	2-5
Min. Compressive Strength of 2" mortar cubes at 24 hours	3,000 (Neat)	4,000-	6,000-	6,000 (Neat)	3,000	3,000	6,000
Min. Compressive Strength of 2" mortar cubes at 7 days	5,000 (Neat)	-	-	-	-	5,000	-
Maximum Water Absorption (%)	1.5	1.0	1.0	1.5	1.0	1.0	1.0
Min. Bond Strength Slant Shear Test at 14 days (psi)	1,500	1,500	2,000	2,000	1,500	1,500	1,500

Page 10-164, Subarticle 1081-1(E), Prequalification, lines 31-33, replace the second sentence of the first paragraph with the following:

Manufacturers choosing to supply material for Department jobs must submit an application through the Value Management Unit with the following information for each type and brand name:

Page 10-164, Subarticle 1081-1(E)(3), line 37, replace with the following:

(3) Type of the material in accordance with Articles 1081-1 and 1081-4,

Page 10-165, Subarticle 1081-1(E)(6), line 1, in the first sentence of the first paragraph replace “AASHTO M 237” with “the specifications”.

Page 10-165, Subarticle 1081-1(E), Prequalification, line 9-10, delete the second sentence of the last paragraph.

Page 10-165, Subarticle 1081-1(F), Acceptance, line 14, in the first sentence of the first paragraph replace “Type 1” with “Type 3”.

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

Page 10-170, Article 1081-3, HOT BITUMEN, line 9, add the following at the end of Section 1081:

1081-4 EPOXY RESIN ADHESIVE FOR BONDING TRAFFIC MARKINGS

(A) General

This section covers epoxy resin adhesive for bonding traffic markers to pavement surfaces.

(B) Classification

The types of epoxies and their uses are as shown below:

Type I – Rapid Setting, High Viscosity, Epoxy Adhesive. This type of adhesive provides rapid adherence to traffic markers to the surface of pavement.

Type II – Standard Setting, High Viscosity, Epoxy Adhesive. This type of adhesive is recommended for adherence of traffic markers to pavement surfaces when rapid set is not required.

Type III – Rapid Setting, Low Viscosity, Water Resistant, Epoxy Adhesive. This type of rapid setting adhesive, due to its low viscosity, is appropriate only for use with embedded traffic markers.

Type IV – Standard Set Epoxy for Blade Deflecting-Type Plowable Markers.

(C) Requirements

Epoxies shall conform to the requirements set forth in AASHTO M 237.

(D) Prequalification

Refer to Subarticle 1081-1(E).

(E) Acceptance

Refer to Subarticle 1081-1(F).

Page 10-173, Article 1084-2, STEEL SHEET PILES, lines 37-38, replace first paragraph with the following:

Steel sheet piles detailed for permanent applications shall be hot rolled and meet ASTM A572 or ASTM A690 unless otherwise required by the plans. Steel sheet piles shall be coated as required by the plans. Galvanized sheet piles shall be coated in accordance with Section 1076. Metallized sheet piles shall be metallized in accordance to the Project Special Provision “Thermal Sprayed Coatings (Metallization)” with an 8 mil, 99.9% aluminum alloy coating and a 0.5 mil seal coating. Any portion of the metallized sheet piling encased in concrete shall receive a barrier coat. The barrier coat shall be an approved waterborne coating with a low-

viscosity which readily absorbs into the pores of the aluminum thermal sprayed coating. The waterborne coating shall be applied at a spreading rate that results in a theoretical 1.5 mil dry film thickness. The manufacturer shall issue a letter of certification that the resin chemistry of the waterborne coating is compatible with the 99.9% aluminum thermal sprayed alloy and suitable for tidal water applications.

Page 10-174, Subarticle 1086-1(B)(1), Epoxy, lines 18-24, replace with the following:

The epoxy shall meet Article 1081-4.

The 2 types of epoxy adhesive which may be used are Type I, Rapid Setting, and Type II, Standard Setting. Use Type II when the pavement temperature is above 60°F or per the manufacturer's recommendations whichever is more stringent. Use Type I when the pavement temperature is between 50°F and 60°F or per the manufacturer's recommendations whichever is more stringent. Epoxy adhesive Type I, Cold Set, may be used to attach temporary pavement markers to the pavement surface when the pavement temperature is between 32°F and 50°F or per the manufacturer's recommendations whichever is more stringent.

Page 10-175, Subarticle 1086-2(E), Epoxy Adhesives, line 27, replace "Section 1081" with "Article 1081-4".

Page 10-177, Subarticle 1086-3(E), Epoxy Adhesives, line 22, replace "Section 1081" with "Article 1081-4".

Page 10-179, Subarticle 1087-4(A), Composition, lines 39-41, replace the third paragraph with the following:

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

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

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

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

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

HIGH STRENGTH CONCRETE FOR DRIVEWAYS:

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

848

SP10 R02

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

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

SHOULDER AND SLOPE BORROW:

(3-19-13)

1019

SP10 R10

Use soil in accordance with Section 1019 of the *2012 Standard Specifications*. Use soil consisting of loose, friable, sandy material with a PI greater than 6 and less than 25 and a pH ranging from 5.5 to 7.0.

Soil with a pH ranging from 4.0 to 5.5 will be accepted without further testing if additional limestone is provided in accordance with the application rates shown in Table 1019-1A. Soil type is identified during the soil analysis. Soils with a pH above 7.0 require acidic amendments to be added. Submit proposed acidic amendments to the Engineer for review and approval. Soils with a pH below 4.0 or that do not meet the PI requirements shall not be used.

TABLE 1019-1A			
ADDITIONAL LIMESTONE APPLICATION RATE TO RAISE pH			
pH TEST RESULT	Sandy Soils Additional Rate (lbs. / Acre)	Silt Loam Soils Additional Rate (lbs. / Acre)	Clay Loam Soils Additional Rate (lbs. / Acre)
4.0 - 4.4	1,000	4,000	6,000
4.5 - 4.9	500	3,000	5,000
5.0 - 5.4	NA	2,000	4,000

Note: Limestone application rates shown in this table are in addition to the standard rate of 4000 lbs. / acre required for seeding and mulching.

No direct payment will be made for providing additional lime or acidic amendments for Ph adjustment.

Materials

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

The Contractor will have the option of using Aggregate Shoulder Borrow (ASB) which meets the following gradation on SR 1336.

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

Construction Methods

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

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

Measurement and Payment

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

Borrow Excavation will be paid in accordance with Section 230 of the *2012 Standard Specifications* for earth material furnished by the Contractor. The requirements of Article 104-5 of the *2012 Standard Specifications* pertaining to revised contract prices for overrunning minor items will not apply to the item of *Borrow Excavation*. If ASB is used for borrow, a unit weight of 140 pounds per cubic foot will be used to convert the weight of ASB to cubic yards.

Incidental Stone Base will be measured and paid as provided in Article 545-6 of the *2012 Standard Specifications*. If ASB is used for Incidental Stone Base, payment will be made for borrow as referenced above.

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

Payment will be made under:

Pay Item

Shoulder Reconstruction
Borrow Excavation

Pay Unit

Shoulder Mile
Cubic Yard

GROUT PRODUCTION AND DELIVERY:

(3-17-15)

1003

SP10 R20

Revise the *2012 Standard Specifications* as follows:

Replace Section 1003 with the following:

SECTION 1003 GROUT PRODUCTION AND DELIVERY

1003-1 DESCRIPTION

This section addresses cement grout to be used for structures, foundations, retaining walls, concrete barriers, embankments, pavements and other applications in accordance with the contract. Produce non-metallic grout composed of Portland cement and water and at the Contractor's option or as required, aggregate and pozzolans. Include chemical admixtures as required or needed. Provide sand cement or neat cement grout as required. Define "sand cement grout" as grout with only fine aggregate and "neat cement grout" as grout without aggregate.

The types of grout with their typical uses are as shown below:

Type 1 – A cement grout with only a 3-day strength requirement and a fluid consistency that is typically used for filling subsurface voids.

Type 2 – A nonshrink grout with strength, height change and flow conforming to ASTM C1107 that is typically used for foundations, ground anchors and soil nails.

Type 3 – A nonshrink grout with high early strength and freeze-thaw durability requirements that is typically used in pile blockouts, grout pockets, shear keys, dowel holes and recesses for concrete barriers and structures.

Type 4 – A neat cement grout with low strength, a fluid consistency and high fly ash content that is typically used for slab jacking.

Type 5 – A low slump, low mobility sand cement grout with minimal strength that is typically used for compaction grouting.

1003-2 MATERIALS

Refer to Division 10.

Item	Section
Chemical Admixtures	1024-3
Fine Aggregate	1014-1
Fly Ash	1024-5
Ground Granulated Blast Furnace Slag	1024-6
Portland Cement	1024-1
Silica Fume	1024-7
Water	1024-4

Do not use grout that contains soluble chlorides or more than 1% soluble sulfate. At the Contractor's option, use an approved packaged grout instead of the materials above except for water. Use packaged grouts that are on the NCDOT Approved Products List.

Use admixtures for grout that are on the NCDOT Approved Products List or other admixtures in accordance with Subarticle 1024-3(E) except do not use concrete additives or unclassified or other admixtures in Type 4 or 5 grout. Use Class F fly ash for Type 4 grout and Type II Portland cement for Type 5 grout.

Use well graded rounded aggregate with a gradation, liquid limit (LL) and plasticity index (PI) that meet Table 1003-1 for Type 5 grout. Fly ash may be substituted for a portion of the fines in the aggregate. Do not use any other pozzolans in Type 5 grout.

Gradation		Maximum Liquid Limit	Maximum Plasticity Index
Sieve Designation per AASHTO M 92	Percentage Passing (% by weight)		
3/8"	100	N/A	N/A
No. 4	70 – 95		
No. 8	50 – 90		
No. 16	30 – 80		
No. 30	25 – 70		
No. 50	20 – 50		
No. 100	15 – 40		
No. 200	10 – 30	25	10

1003-3 COMPOSITION AND DESIGN

When using an approved packaged grout, a grout mix design submittal is not required. Otherwise, submit proposed grout mix designs for each grout mix to be used in the work. Mixes for all grout shall be designed by a Certified Concrete Mix Design Technician or an Engineer licensed by the State of North Carolina. Mix proportions shall be determined by a testing laboratory approved by the Department. Base grout mix designs on laboratory trial batches that meet Table 1003-2 and this section. With permission, the Contractor may use a quantity of chemical admixture within the range shown on the current list of approved admixtures maintained by the Materials and Tests Unit.

Submit grout mix designs in terms of saturated surface dry weights on Materials and Tests Form 312U at least 35 days before proposed use. Adjust batch proportions to compensate for surface moisture contained in the aggregates at the time of batching. Changes in the saturated surface dry mix proportions will not be permitted unless revised grout mix designs have been submitted to the Engineer and approved.

Accompany Materials and Tests Form 312U with a listing of laboratory test results of compressive strength, density and flow or slump and if applicable, aggregate gradation, durability and height change. List the compressive strength of at least three 2" cubes at the age of 3 and 28 days.

The Engineer will review the grout mix design for compliance with the contract and notify the Contractor as to its acceptability. Do not use a grout mix until written notice has been received. Acceptance of the grout mix design or use of approved packaged grouts does not relieve the Contractor of his responsibility to furnish a product that meets the contract. Upon written request from the Contractor, a grout mix design accepted and used satisfactorily on any Department project may be accepted for use on other projects.

Perform laboratory tests in accordance with the following test procedures:

Property	Test Method
Aggregate Gradation ^A	AASHTO T 27
Compressive Strength	AASHTO T 106
Density (Unit Weight)	AASHTO T 121, AASHTO T 133 ^B , ANSI/API RP ^C 13B-1 ^B (Section 4, Mud Balance)
Durability	AASHTO T 161 ^D
Flow	ASTM C939 (Flow Cone)
Height Change	ASTM C1090 ^E
Slump	AASHTO T 119

A. Applicable to grout with aggregate.

B. Applicable to Neat Cement Grout.

C. American National Standards Institute/American Petroleum Institute Recommended Practice.

D. Procedure A (Rapid Freezing and Thawing in Water) required.

E. Moist room storage required.

1003-4 GROUT REQUIREMENTS

Provide grout types in accordance with the contract. Use grouts with properties that meet Table 1003-2. The compressive strength of the grout will be considered the average compressive strength test results of three 2" cubes at each age. Make cubes that meet AASHTO T 106 from the grout delivered for the work or mixed on-site. Make cubes at such frequencies as the Engineer may determine and cure them in accordance with AASHTO T 106.

Type of Grout	Minimum Compressive Strength at		Height Change at 28 days	Flow ^A /Slump ^B	Minimum Durability Factor
	3 days	28 days			
1	3,000 psi	–	–	10 – 30 sec	–
2	Table 1 ^C			Fluid Consistency ^C	–
3	5,000 psi	–	0 – 0.2%	Per Accepted Grout Mix Design/ Approved Packaged Grout	80
4 ^D	600 psi	1,500 psi	–	10 – 26 sec	–
5	–	500 psi	–	1 – 3"	–

A. Applicable to Type 1 through 4 grouts.

B. Applicable to Type 5 grout.

C. ASTM C1107.

D. Use Type 4 grout with proportions by volume of 1 part cement and 3 parts fly ash.

1003-5 TEMPERATURE REQUIREMENTS

When using an approved packaged grout, follow the manufacturer's instructions for grout and air temperature at the time of placement. Otherwise, the grout temperature at the time of placement shall be not less than 50°F nor more than 90°F. Do not place grout when the air temperature measured at the location of the grouting operation in the shade away from artificial heat is below 40°F.

1003-6 ELAPSED TIME FOR PLACING GROUT

Agitate grout continuously before placement. Regulate the delivery so the maximum interval between the placing of batches at the work site does not exceed 20 minutes. Place grout before exceeding the times in Table 1003-3. Measure the elapsed time as the time between adding the mixing water to the grout mix and placing the grout.

TABLE 1003-3 ELAPSED TIME FOR PLACING GROUT (with continuous agitation)		
Air or Grout Temperature, Whichever is Higher	Maximum Elapsed Time	
	No Retarding Admixture Used	Retarding Admixture Used
90°F or above	30 minutes	1 hr. 15 minutes
80°F through 89°F	45 minutes	1 hr. 30 minutes
79°F or below	60 minutes	1 hr. 45 minutes

1003-7 MIXING AND DELIVERY

Use grout free of any lumps and undispersed cement. When using an approved packaged grout, mix grout in accordance with the manufacturer's instructions. Otherwise, comply with Articles 1000-8 through 1000-12 to the extent applicable for grout instead of concrete.

TRUCK MOUNTED CHANGEABLE MESSAGE SIGNS:

(8-21-12)

1101.02

SP11 R10

Revise the *2012 Roadway Standard Drawings* as follows:

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

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

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

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

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

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

THERMOPLASTIC PAVEMENT MARKING MATERIAL (HRM):

(01-26-17)

SPI 12-05

Description

This work shall consist of applying NCDOT approved thermoplastic pavement marking material with highly reflective media on asphalt pavements in accordance with Section 1205 of the *2012 Standard Specifications*.

Materials

Use thermoplastic pavement marking that can maintain highly reflective elements and produce the following retroreflective values:

White	800 mcd/lux/m ²
Yellow	600 mcd/lux/m ²

Measurement and Payment

Thermoplastic Pavement Marking Lines __", __ mils (*Highly Reflective Media*) will be measured and paid as the actual number of linear feet of pavement marking lines that have been satisfactorily placed and accepted. The quantity of solid lines will be the summation of the linear feet of solid line measured end-to-end of the line. The quantity of skip or broken lines will be the summation of the linear feet derived by multiplying the nominal length of a line by the number of marking lines satisfactorily placed.

Payment will be made under:

Pay Item

Thermoplastic Pavement Marking Lines, __", __ Mils (Highly Reflective Media)

Pay Unit

Linear Foot

TEMPORARY TRAFFIC CONTROL (TTC):

(7-16-13) (Rev. 12-17-15)

RWZ-1

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

Install Work Zone Advance Warning Signs in accordance with the detail drawing provided in these plans prior to beginning any other work. Use a lane closure or slow moving operation to complete the work, as necessary, unless otherwise indicated. Refer to Standard Drawing No. 1101.02, 1101.11, 1110.01, 1110.02, 1130.01 1135.01 and 1180.01 of the *2012 Roadway Standard Drawings*. Use a moving operation only if the minimum speed maintained at all times is 3 mph with no stops that narrow or close a lane of travel. If the moving operation is progressing slower than 3 mph at any time, install a lane closure. Maintain the existing traffic pattern at all times, except in the immediate work zone where lane closures are allowed as determined by the Engineer.

Refer to attached details and Standard Drawing No. 1101.02, 1101.03, 1101.04, 1101.05, 1101.11, 1110.01, 1110.02, 1115.01, 1130.01, 1135.01, 1145.01, 1150.01, 1165.01, and 1180.01 of the *2012 Roadway Standard Drawings* when closing a lane of travel in a stationary work zone such as pavement patching resurfacing, or pavement marking removal. Properly ballasted cones and skinny drums may be used instead of drums. However, drums are required for the upstream taper portion of lane closures in all applications. The stationary work zone shall be a maximum of 1 mile in length at any given time on 2 Lane, 2 Way facilities unless otherwise approved by the Engineer. A pilot vehicle operation may be used in conjunction with flaggers and the appropriate pilot vehicle warning signing as directed by the Engineer. During periods of construction inactivity, return the traffic pattern to the existing alignment and remove or cover any work zone signs. When covering work zone signs, use an opaque material that prevents reading of the sign at night by a driver using high beam headlights. Use material, which does not damage the sign sheeting. Replace any obliterated markings as required by other sections of the *2012 Standard Specifications* and the Engineer.

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

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

TRAFFIC OPERATIONS:**1) Paving Lift Requirements and Time Limitations:**

For paving lifts of 2.0" or less, bring all newly resurfaced lanes to the same station and elevation within 72 hours. If not brought up to the same station and elevation within 72 hours, the Contractor shall place portable "UNEVEN PAVEMENT" signs in advance of the uneven pavement and spaced every ½ mile along the section of uneven pavement. Once mitigated, all portable "UNEVEN PAVEMENT" signs shall be removed. No additional compensation will be made for these signs or any other type of portable warning signs as these are included in the "Temporary Traffic Control" contract pay item.

For paving lifts greater than 2", bring all newly resurfaced lanes to the same station and elevation by the end of each work day unless the Contractor utilizes the notched wedge paving methods as described below.

Failure to comply with the following requirements will result in a suspension of all other operations until all lanes of traffic are brought to the same station and elevation:

1. During paving operations, any paving lift greater than 2" for asphalt surface course mixes shall be mitigated by having an approved wedge apparatus on the paver that shapes the edge 1" vertically and the remaining at a maximum slope steepness of 2:1. For intermediate and base course mixes, use an approved wedge device that shapes the edge with a maximum slope steepness of 2:1. The maximum paving lift allowed to use this method is 3".
2. At the end of the work day, the Contractor shall place portable "UNEVEN PAVEMENT" signs in advance of the uneven pavement and spaced every ½ mile along the section of uneven pavement. Once mitigated, all portable "UNEVEN PAVEMENT" signs shall be removed. No additional compensation will be made for these signs or any other type of portable warning signs as these are included in the "Temporary Traffic Control" contract pay item.
3. In the next day's paving operation and not to exceed 72 hours, the Contractor shall bring up the adjacent lane to the same station and elevation before any further paving takes placed on the project.

2) Shoulder Drop-Off Requirements and Time Limitations:

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

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

For drop-offs that exceed the above requirements, backfill the unacceptable drop-off with suitable compacted material, as approved by the Engineer. The material, equipment and labor

associated with this operation will be at no expense to the Department. This work is not considered part of shoulder reconstruction.

3) Project Requirements:

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

1. Before working on ANY MAP, the Contractor shall submit a written construction sequence for traffic control and construction lighting for ALL MAPS to the Engineer at the first pre-construction meeting and the sequence must be approved before closing a lane of traffic. The Contractor and Engineer will coordinate with the Traffic Management Unit at 919-773-2800 or Traffic Services for additional traffic control guidance, as necessary.
2. Obtain written approval of the Engineer before working in more than one location or setting up additional lane closures. The maximum length of any one lane closure is 1 mile unless otherwise directed by the Engineer.
3. Contractor shall mill and pave lanes in an order such that water shall not accumulate.
4. Traffic Control for the milling and/or paving of ramps is to be done according to Standard Drawing Number 1101.02, Sheets 9 & 10 unless otherwise approved to be closed by the Engineer. If approved, Contractor will provide plans and devices for the detour at no additional cost to the department.
5. If lane closure restrictions apply, see Special Provision, "Intermediate Contract Times and Liquidated Damages".
6. If milled areas are not paved back within 72 hours, the Contractor is to furnish and install the following portable signs to warn drivers of the conditions. These are to include, but not limited to "Rough Road" (W8-8), "Uneven Lanes" (W8-11), and "Grooved Pavement" (W8-15) w/ Motorcycle Plaque mounted below. These are to be dual indicated on Multi-Lane Roadways with speed limits 45 mph and greater where lateral clearance can be obtained within the median areas. These portable signs are incidental to the other items of work included in the temporary traffic control (Lump Sum) pay item.

4) Work Zone Signing:

Description

Install advance/general warning work zone signs according to the Detail Drawing provided in these plans prior to beginning of work. Install and maintain signing in accordance with the attached drawings and Divisions 11 and 12 of the *2012 Standard Specifications*.

(A) Installation

All stationary Advance/General warning work zone signs require notification to existing Utility owners per Article 105-8 of the *2012 Standard Specifications* and Special Provision SP1 G115 within 3 to 12 full working days prior to installation.

Install all Advance/General warning work zone signs before beginning work on a particular map. If signs are installed more than seven (7) calendar days prior to the beginning of work on a particular map, cover the signs until the work begins. Install each work zone Advance/General warning sign separately and not on the same post or stand with any other sign except where an advisory speed plate or directional arrow is used.

All stationary signing is to be installed as shown on the detail drawing(s) unless otherwise directed by the Engineer. All sign locations to be verified by the Engineer prior to installation. Once the signs have been installed and accepted, any sign relocations requested by the Department will be compensated in accordance with Article 104-7. Any additional signs other than the ones shown in the drawing will be compensated in accordance with Article 104-7.

No stationary -Y- Line advance warning signage is required unless there's more than 1,000 feet of resurfacing along the -Y- line. Whenever work proceeds through an intersection, portable signs shall be used for traffic control. There will be no direct compensation for any portable signing.

If there is a period of construction inactivity longer than 14 calendar days, remove or cover advance/general warning work zone signs. Uncover advance/general warning work zone signs no more than 7 calendar days before work resumes. All other operations may be suspended upon failure to comply with the above requirements. Such suspended operations would not be resumed until the above requirements are fulfilled.

(B) Sign Removal

All stationary work zone signs shall be removed once the project is substantially complete. The project is substantially complete when the resurfacing operations are completed and the shoulders are brought up to the same elevation as the proposed pavement and when pavement markings are installed. The pavement marking doesn't have to be the final marking material to be considered substantially complete. Any remaining punch list items are to be completed with portable work zone signing. There will be no compensation for any portable signing. Sign removal is a condition of final project acceptance.

(C) Lane Closure Work Zone Signs

Install any required lane closure signing needed during the life of the project in accordance with the Standard Drawing No. 1101.02, 1101.11 and 1110.02 of the *2012 Roadway Standard Drawings*. Any required portable signs for lane closures are compensated in the contract pay item for *Temporary Traffic Control*.

5) Measurement and Payment:

Temporary traffic control work, including, but not limited to installation and removal of portable signs, cones, drums, skinny drums, flaggers, AFAD's, changeable message boards, truck mounted attenuators, flashing arrow boards, and pilot vehicles will be paid at the contract lump sum price for *Temporary Traffic Control*. The *Temporary Traffic Control* pay item does not include work zone advance or general warning signs. Partial payments for *Temporary Traffic Control* will be made as follows: The cumulative total of the lump sum price for temporary

traffic control will be equal to the percent complete (project) as calculated for each partial pay estimate. Additional flashing arrow boards and message boards beyond those shown in the contract, detail drawings or *Roadway Standard Drawings* required by the Engineer will be paid as extra work in accordance with Article 104-7 of the *Standard Specifications*.

The work of satisfactorily installing and removing work zone advance and/or general warning signs, including, but not limited to, furnishing, locating, installing, covering, uncovering and removing stationary signs will be measured for each required sign and paid at the contract price for *Work Zone Advance/General Warning Signing (SF)*. Payment for *Work Zone Advance/General Warning Signing* will be limited to a maximum of 90% of the total installed quantity. The remaining 10% will be paid once all signs have been removed.

The Lump Sum price for *Temporary Traffic Control* will include the work of four (4) flaggers per operation per map being utilized at the same time on any day. If a pilot vehicle is used for an operation, the Lump Sum Price for *Temporary Traffic Control* will include the work of five (5) flaggers. The operator of a pilot vehicle will be considered one of the five flaggers.

Any additional flagging beyond the “included” amount covered in the *Temporary Traffic Control* pay item will be considered supplemental flagging and compensated at a rate of \$20.00 per hour for each additional flagger as approved by the Engineer.

Payment will be made under:

Pay Item	Pay Unit
Temporary Traffic Control	Lump Sum
Work Zone Advance/General Warning Signing	Square Foot

RESURFACING OPERATIONS:

(7-15-14)

RWZ-2

Coordinate the installation of items required by the contract documents and resurfacing operations such that these operations are completed in the order as agreed upon with the Engineer at the first pre-construction meeting. Refer to the Provisions, Typicals and Details unless otherwise directed by the Engineer.

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

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

Notify the Engineer 48 hours before milling or resurfacing will interfere with the existing Signal Loops. Loops may need to be placed in milled surface before resurfacing occurs. Coordinate all signal loop operations with the Engineer.

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

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

- (A) Mill a single lane and pave back by the end of each work day.
- (B) Mill the entire width of roadway and pave back within 72 hours.

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

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

Slope the pavement at the beginning and ending of the daily milling operation as directed by the Engineer. Sweep and remove all milled material from the roadway as soon as the daily milling operation is completed. Continue milling operations until the particular section of roadway being milled is complete. Remove any existing pavement adjacent to the milled area that has been damaged and replace with patch material as directed by the Engineer.

Operate equipment and conduct operations in the same direction as the flow of traffic. Maintain vehicular access in accordance with Article 1101-05 of the *2012 Standard Specifications* using suitable backfill material approved by the Engineer.

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

Milled Rumble Strips:

When utilized, milled rumble strips shall be installed in accordance with the *2012 Standard Specifications* and the 2012 Roadway Standard Drawing 665.01.

PAVEMENT MARKINGS AND MARKERS:

(7-15-14)

RWZ-3

Markings: All Facilities

Pavement markings shall be installed in accordance with Standard Drawings 1205.01 through 1205.13 of the *2012 Roadway Standard Drawings* and Section 1205 of the *2012 Standard Specifications* with the exception of the 15 day edge line replacement requirement for two-lane, two-way roadways as described in Subarticle 1205-3(D) of the *2012 Standard Specifications*. For all two-lane, two-way facilities, edge lines can be replaced within 30 calendar days after they have been obliterated.

Type 3 Cold Applied Plastic may be used in lieu of Type 2 Cold Applied Plastic. If Type 3 Cold Applied Plastic is used, it shall be paid for using the Type 2 Cold Applied Plastic pay item.

Unless otherwise specified, Heated-in-Place Thermoplastic may be used in lieu of Extruded Thermoplastic for stop bars, symbols, characters and diagonals. If Heated-in-Place Thermoplastic is used, it shall be paid for using the Extruded Thermoplastic pay item.

Unless otherwise specified, Heated-in-Place Thermoplastic may be used in lieu of Cold Applied Plastic for stop bars, symbols, characters and diagonals on asphalt or concrete roadways. If Heated-in-Place Thermoplastic is used, it shall be paid for using the Cold Applied Plastic pay item.

Markers: All Facilities

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

Install permanent pavement markers within 60 calendar days after completing the resurfacing on each map. Pavement markers shall be installed in accordance with Standard Drawing 1205.12 and Standard Drawings 1250.01 through 1253.01 of the *2012 Roadway Standard Drawings* and Sections 1250 through 1253 of the *2012 Standard Specifications*.

Markings and Markers: All Facilities

Review and record the existing pavement markings and markers before resurfacing. Re-establish the new pavement markings and markers using the record of existing markings in conjunction with the *2012 Roadway Standard Drawings* unless otherwise directed by the engineer. Have existing or proposed "passing zones" reviewed by the engineer before installation. Submit the record of the existing pavement markings seven calendar days before the obliteration of any pavement markings.

Mainline pavement shall not be left milled, unmarked or uneven at the end of a paving season. If the Contractor begins any map and does not complete within the seasonal restrictions, including placement of final pavement markings or permanent markers, the Contractor shall be responsible for, at his expense, Paint in accordance with Article 1205-08 and Temporary Markers in accordance with Section 1251 of the *2012 Standard Specifications*.

EROSION AND STORMWATER CONTROL FOR SHOULDER CONSTRUCTION AND RECONSTRUCTION:

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

105-16, 225-2, Division 16

SP16 R03R

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

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

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

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

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

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

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

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

STABILIZATION REQUIREMENTS:

(3-11-2016)

S-3

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

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

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

SEEDING AND MULCHING:

(West)

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

Shoulder and Median Areas

August 1 - June 1

20#	Kentucky Bluegrass
75#	Hard Fescue
25#	Rye Grain
500#	Fertilizer
4000#	Limestone

May 1 - September 1

20#	Kentucky Bluegrass
75#	Hard Fescue
10#	German or Browntop Millet
500#	Fertilizer
4000#	Limestone

Areas Beyond the Mowing Pattern, Waste and Borrow Areas:

August 1 - June 1

100#	Tall Fescue
15#	Kentucky Bluegrass
30#	Hard Fescue
25#	Rye Grain
500#	Fertilizer
4000#	Limestone

May 1 - September 1

100#	Tall Fescue
15#	Kentucky Bluegrass
30#	Hard Fescue
10#	German or Browntop Millet
500#	Fertilizer
4000#	Limestone

Approved Tall Fescue Cultivars

06 Dust	Escalade	Justice	Serengeti
2 nd Millennium	Essential	Kalahari	Shelby
3 rd Millennium	Evergreen 2	Kitty Hawk 2000	Sheridan
Apache III	Falcon IV	Legitimate	Signia
Avenger	Falcon NG	Lexington	Silver Hawk
Barlexas	Falcon V	LSD	Sliverstar
Barlexas II	Faith	Magellan	Shenandoah Elite
Bar Fa	Fat Cat	Matador	Sidewinder
Barrera	Festnova	Millennium SRP	Skyline
Barrington	Fidelity	Monet	Solara

Barrobusto	Finelawn Elite	Mustang 4	Southern Choice II
Barvado	Finelawn Xpress	Ninja 2	Speedway
Biltmore	Finesse II	Ol' Glory	Spyder LS
Bingo	Firebird	Olympic Gold	Sunset Gold
Bizem	Firecracker LS	Padre	Taccoa
Blackwatch	Firenza	Patagonia	Tanzania
Blade Runner II	Five Point	Pedigree	Trio
Bonsai	Focus	Picasso	Tahoe II
Braveheart	Forte	Piedmont	Talladega
Bravo	Garrison	Plantation	Tarheel
Bullseye	Gazelle II	Proseeds 5301	Terrano
Cannavaro	Gold Medallion	Prospect	Titan Ltd
Catalyst	Grande 3	Pure Gold	Titanium LS
Cayenne	Greenbrooks	Quest	Tracer
Cessane Rz	Greenkeeper	Raptor II	Traverse SRP
Chipper	Gremlin	Rebel Exeda	Tulsa Time
Cochise IV	Greystone	Rebel Sentry	Turbo
Constitution	Guardian 21	Rebel IV	Turbo RZ
Corgi	Guardian 41	Regiment II	Tuxedo RZ
Corona	Hemi	Regenerate	Ultimate
Coyote	Honky Tonk	Rendition	Venture
Darlington	Hot Rod	Rhambler 2 SRP	Umbrella
Davinci	Hunter	Rembrandt	Van Gogh
Desire	Inferno	Reunion	Watchdog
Dominion	Innovator	Riverside	Wolfpack II
Dynamic	Integrity	RNP	Xtremegreen
Dynasty	Jaguar 3	Rocket	
Endeavor	Jamboree	Scorpion	

Approved Kentucky Bluegrass Cultivars:

4-Season	Blue Velvet	Gladstone	Quantum Leap
Alexa II	Blueberry	Granite	Rambo
America	Boomerang	Hampton	Rhapsody
Apollo	Brilliant	Harmonie	Rhythm
Arcadia	Cabernet	Impact	Rita
Aries	Champagne	Jefferson	Royce
Armada	Champlain	Juliet	Rubicon
Arrow	Chicago II	Jump Start	Rugby II
Arrowhead	Corsair	Keeneland	Shiraz
Aura	Courtyard	Langara	Showcase
Avid	Delight	Liberator	Skye
Award	Diva	Madison	Solar Eclipse
Awesome	Dynamo	Mercury	Sonoma
Bandera	Eagleton	Midnight	Sorbonne
Barduke	Emblem	Midnight II	Starburst
Barnique	Empire	Moon Shadow	Sudden Impact

Baroness	Envicta	Moonlight SLT	Total Eclipse
Barrister	Everest	Mystere	Touche
Barvette HGT	Everglade	Nu Destiny	Tsunami
Bedazzled	Excursion	NuChicago	Unique
Belissimo	Freedom II	NuGlade	Valor
Bewitched	Freedom III	Odyssey	Voyager II
Beyond	Front Page	Perfection	Washington
Blacksburg II	Futurity	Pinot	Zinfandel
Blackstone	Gaelic	Princeton 105	
Blue Note	Ginney II	Prosperity	

Approved Hard Fescue Cultivars:

Aurora II	Eureka II	Oxford	Scaldis II
Aurora Gold	Firefly	Reliant II	Spartan II
Berkshire	Granite	Reliant IV	Stonehenge
Bighorn GT	Heron	Rescue 911	
Chariot	Nordic	Rhino	

On cut and fill slopes 2:1 or steeper add 20# Sericea Lespedeza January 1 - December 31.

Fertilizer shall be 10-20-20 analysis. A different analysis of fertilizer may be used provided the 1-2-2 ratio is maintained and the rate of application adjusted to provide the same amount of plant food as a 10-20-20 analysis and as directed.

WATTLE:

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

1060,1630,1631

T1

Description

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

Materials

Wattle shall meet the following specifications:

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

Stakes shall be used as anchors.

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

Matting shall meet the requirements of Article 1060-8 of the *2012 Standard Specifications*, or shall meet specifications provided elsewhere in this contract.

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

Construction Methods

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

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

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

The Contractor shall maintain the wattles until the project is accepted or until the wattles are removed, and shall remove and dispose of silt accumulations at the wattles when so directed in accordance with the requirements of Section 1630 of the *2012 Standard Specifications*.

Measurement and Payment

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

Matting will be measured and paid for in accordance with Article 1631-4 of the *2012 Standard Specifications*, or in accordance with specifications provided elsewhere in this contract.

Payment will be made under:

Pay Item

Wattle

Pay Unit

Linear Foot

STANDARD SPECIAL PROVISIONS**AVAILABILITY OF FUNDS – TERMINATION OF CONTRACTS:**

(5-20-08)

Z-2

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

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

Payment will be made on any contract terminated pursuant to the special provision in accordance with Article 108-13(E), of the *North Carolina Department of Transportation Standard Specifications for Roads and Structures*, dated January 1, 2012.

NCDOT GENERAL SEED SPECIFICATION FOR SEED QUALITY:

(5-17-11)

Z-3

Seed shall be sampled and tested by the North Carolina Department of Agriculture and Consumer Services, Seed Testing Laboratory. When said samples are collected, the vendor shall supply an independent laboratory report for each lot to be tested. Results from seed so sampled shall be final. Seed not meeting the specifications shall be rejected by the Department of Transportation and shall not be delivered to North Carolina Department of Transportation warehouses. If seed has been delivered it shall be available for pickup and replacement at the supplier's expense.

Any re-labeling required by the North Carolina Department of Agriculture and Consumer Services, Seed Testing Laboratory, that would cause the label to reflect as otherwise specified herein shall be rejected by the North Carolina Department of Transportation.

Seed shall be free from seeds of the noxious weeds Johnsongrass, Balloonvine, Jimsonweed, Witchweed, Itchgrass, Serrated Tussock, Showy Crotalaria, Smooth Crotalaria, Sicklepod,

Sandbur, Wild Onion, and Wild Garlic. Seed shall not be labeled with the above weed species on the seed analysis label. Tolerances as applied by the Association of Official Seed Analysts will NOT be allowed for the above noxious weeds except for Wild Onion and Wild Garlic.

Tolerances established by the Association of Official Seed Analysts will generally be recognized. However, for the purpose of figuring pure live seed, the found pure seed and found germination percentages as reported by the North Carolina Department of Agriculture and Consumer Services, Seed Testing Laboratory will be used. Allowances, as established by the NCDOT, will be recognized for minimum pure live seed as listed on the following pages.

The specifications for restricted noxious weed seed refers to the number per pound as follows:

<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	Cornflower (Ragged Robin)	27 seeds
Cocklebur	4 seeds	Texas Panicum	27 seeds
Spurred Anoda	4 seeds	Bracted Plantain	54 seeds
Velvetleaf	4 seeds	Buckhorn Plantain	54 seeds
Morning-glory	8 seeds	Broadleaf Dock	54 seeds
Corn Cockle	10 seeds	Curly Dock	54 seeds
Wild Radish	12 seeds	Dodder	54 seeds
Purple Nutsedge	27 seeds	Giant Foxtail	54 seeds
Yellow Nutsedge	27 seeds	Horsenettle	54 seeds
Canada Thistle	27 seeds	Quackgrass	54 seeds
Field Bindweed	27 seeds	Wild Mustard	54 seeds
Hedge Bindweed	27 seeds		

Seed of Pensacola Bahiagrass shall not contain more than 7% inert matter, Kentucky Bluegrass, Centipede and Fine or Hard Fescue shall not contain more than 5% inert matter whereas a maximum of 2% inert matter will be allowed on all other kinds of seed. In addition, all seed shall not contain more than 2% other crop seed nor more than 1% total weed seed. The germination rate as tested by the North Carolina Department of Agriculture shall not fall below 70%, which includes both dormant and hard seed. Seed shall be labeled with not more than 7%, 5% or 2% inert matter (according to above specifications), 2% other crop seed and 1% total weed seed.

Exceptions may be made for minimum pure live seed allowances when cases of seed variety shortages are verified. Pure live seed percentages will be applied in a verified shortage situation. Those purchase orders of deficient seed lots will be credited with the percentage that the seed is deficient.

FURTHER SPECIFICATIONS FOR EACH SEED GROUP ARE GIVEN BELOW:

Minimum 85% pure live seed; maximum 1% total weed seed; maximum 2% total other crop seed; maximum 144 restricted noxious weed seed per pound. Seed less than 83% pure live seed will not be approved.

Sericea Lespedeza

Oats (seeds)

Minimum 80% pure live seed; maximum 1% total weed seed; maximum 2% total other crop; maximum 144 restricted noxious weed seed per pound. Seed less than 78% pure live seed will not be approved.

Tall Fescue (all approved varieties)
Kobe Lespedeza
Korean Lespedeza
Weeping Lovegrass
Carpetgrass

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

Minimum 78% pure live seed; maximum 1% total weed seed; maximum 2% total other crop seed; maximum 144 restricted noxious weed seed per pound. Seed less than 76% pure live seed will not be approved.

Common or Sweet Sundangrass

Minimum 76% pure live seed; maximum 1% total weed seed; maximum 2% total other crop seed; maximum 144 restricted noxious weed seed per pound. Seed less than 74% pure live seed will not be approved.

Rye (grain; all varieties)
Kentucky Bluegrass (all approved varieties)
Hard Fescue (all approved varieties)
Shrub (bicolor) Lespedeza

Minimum 70% pure live seed; maximum 1% total weed seed; maximum 2% total other crop seed; maximum 144 noxious weed seed per pound. Seed less than 70% pure live seed will not be approved.

Centipedegrass
Crownvetch
Pensacola Bahiagrass
Creeping Red Fescue

Japanese Millet
Reed Canary Grass
Zoysia

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

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

ERRATA:

(1-17-12) (Rev. 04-21-15)

Z-4

Revise the *2012 Standard Specifications* as follows:

Division 2

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

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

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

Division 3

Page 3-1, after line 15, Article 300-2 Materials, replace “1032-9(F)” with “1032-6(F)”.

Division 4

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

Division 6

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

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

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

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

Division 7

Page 7-1, Article 700-3, CONCRETE HAULING EQUIPMENT, line 33, replace “competition” with “completion”.

Division 8

Page 8-23, line 10, Article 838-2 Materials, replace “Portland Cement Concrete, Class B” with “Portland Cement Concrete, Class A”.

Division 10

Page 10-166, Article 1081-3 Hot Bitumen, replace “Table 1081-16” with “Table 1081-2”, replace “Table 1081-17” with “Table 1081-3”, and replace “Table 1081-18” with “Table 1081-4”.

Division 12

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

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

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

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

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

Division 15

Page 15-4, Subarticle 1505-3(F) Backfilling, line 26, replace “Subarticle 235-4(C)” with “Subarticle 235-3(C)”.

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

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

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

Division 17

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

Revise the *2012 Roadway Standard Drawings* as follows:

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

PLANT AND PEST QUARANTINES:

(Imported Fire Ant, Gypsy Moth, Witchweed, Emerald Ash Borer, And Other Noxious Weeds)

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

Z-04a

Within Quarantined Area

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

Originating in a Quarantined County

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

Contact

Contact the N.C. Department of Agriculture/United States Department of Agriculture at 1-800-206-9333, 919-707-3730, or <http://www.ncagr.gov/plantindustry/> to determine those

specific project sites located in the quarantined area or for any regulated article used on this project originating in a quarantined county.

Regulated Articles Include

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

MINIMUM WAGES:

(7-21-09)

Z-5

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

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

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

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

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

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

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

AWARD OF CONTRACT:

(6-28-77)(Rev 2/16/2016)

Z-6

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

TITLE VI AND NONDISCRIMINATION

I. Title VI Assurance

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

(1) Compliance with Regulations: The contractor shall comply with the Regulation relative to nondiscrimination in Federally-assisted programs of the Department of Transportation (hereinafter, "DOT") Title 49, Code of Federal Regulations, Part 21, as they may be amended from time to time, (hereinafter referred to as the Regulations), which are herein incorporated by reference and made a part of this contract.

(2) Nondiscrimination: The Contractor, with regard to the work performed by it during the contract, shall not discriminate on the grounds of race, color, or national origin in the selection and retention of subcontractors, including procurements of materials and leases of equipment. The contractor shall not participate either directly or indirectly in the discrimination prohibited by section 21.5 of the Regulations, including employment practices when the contract covers a program set forth in Appendix B of the Regulations.

(3) Solicitations for Subcontractors, Including Procurements of Materials and Equipment: In all solicitations either by competitive bidding or negotiation made by the contractor for work to be performed under a subcontract, including procurements of materials or leases of equipment, each potential subcontractor or supplier shall be notified by the contractor of the contractor's obligations under this contract and the Regulations relative to nondiscrimination on the grounds of race, color, or national origin.

(4) Information and Reports: The contractor shall provide all information and reports required by the Regulations or directives issued pursuant thereto, and shall permit access to its books, records, accounts, other sources of information, and its facilities as may be determined by the North Carolina Department of Transportation (NCDOT) or the Federal Highway Administration (FHWA) to be pertinent to ascertain compliance with such Regulations, orders and instructions. Where any information required of a contractor is in the exclusive possession of another who fails or refuses to furnish this information the contractor shall so certify to the NCDOT, or the FHWA as appropriate, and shall set forth what efforts it has made to obtain the information.

(5) Sanctions for Noncompliance: In the event of the contractor's noncompliance with the nondiscrimination provisions of this contract, the NCDOT shall impose such contract sanctions as it or the FHWA may determine to be appropriate, including, but not limited to:

- (a) Withholding of payments to the contractor under the contract until the contractor complies, and/or
- (b) Cancellation, termination or suspension of the contract, in whole or in part.

(6) Incorporation of Provisions: The contractor shall include the provisions of paragraphs (1) through (6) in every subcontract, including procurements of materials and leases of equipment, unless exempt by the Regulations, or directives issued pursuant thereto.

The contractor shall take such action with respect to any subcontractor procurement as the NCDOT or the FHWA may direct as a means of enforcing such provisions including sanctions for noncompliance: provided, however, that, in the event a contractor becomes involved in, or is threatened with, litigation with a subcontractor or supplier as a result of such direction, the contractor may request the NCDOT to enter into such litigation to protect the interests of the NCDOT, and, in addition, the contractor may request the United States to enter into such litigation to protect the interests of the United States.

II. Title VI Nondiscrimination Program

Title VI of the 1964 Civil Rights Act, 42 U.S.C. 2000d, provides that: "No person in the United States shall, on the grounds of race, color, or national origin, be excluded from participation in, be denied the benefits of, or be subjected to discrimination under any program or activity receiving Federal financial assistance." The broader application of nondiscrimination law is found in other statutes, executive orders, and regulations (see Section III, Pertinent Nondiscrimination Authorities), which provide additional protections based on age, sex, disability and religion. In addition, the 1987 Civil Rights Restoration Act extends nondiscrimination coverage to all programs and activities of federal-aid recipients and contractors, including those that are not federally-funded.

Nondiscrimination Assurance

The North Carolina Department of Transportation (NCDOT) hereby gives assurance that no person shall on the ground of race, color, national origin, sex, age, and disability, be excluded from participation in, be denied the benefits of, or be otherwise subjected to discrimination under any program or activity conducted by the recipient, as provided by Title VI of the Civil Rights Act of 1964, the Civil Rights Restoration Act of 1987, and any other related Civil Rights authorities, whether those programs and activities are federally funded or not.

Obligation

During the performance of this contract, the Contractor and its subcontractors are responsible for complying with NCDOT's Title VI Program. The Contractor must ensure that NCDOT's Notice of Nondiscrimination is posted in conspicuous locations accessible to all employees and subcontractors on the jobsite, along with the Contractor's own Equal Employment Opportunity (EEO) Policy Statement. The Contractor shall physically incorporate this "**TITLE VI AND NONDISCRIMINATION**" language, in its entirety, into all its subcontracts on federally-assisted and state-funded NCDOT-owned projects, and ensure its inclusion by subcontractors into all subsequent lower tier subcontracts. The Contractor and its subcontractors shall also physically incorporate the **FHWA-1273**, in its entirety, into all subcontracts and subsequent lower tier subcontracts on Federal-aid highway construction contracts only. The Contractor is

also responsible for making its subcontractors aware of NCDOT's Discrimination Complaints Process, as follows:

FILING OF COMPLAINTS

1. **Applicability** – These complaint procedures apply to the beneficiaries of the NCDOT's programs, activities, and services, including, but not limited to, members of the public, contractors, subcontractors, consultants, and other sub-recipients of federal and state funds.
2. **Eligibility** – Any person or class of persons who believes he/she has been subjected to discrimination or retaliation prohibited by any of the Civil Rights authorities, based upon race, color, sex, age, national origin, or disability, may file a written complaint with NCDOT's Civil Rights office. The law prohibits intimidation or retaliation of any sort. The complaint may be filed by the affected individual or a representative, and must be in writing.
3. **Time Limits and Filing Options** – A complaint must be filed no later than 180 calendar days after the following:
 - The date of the alleged act of discrimination; or
 - The date when the person(s) became aware of the alleged discrimination; or
 - Where there has been a continuing course of conduct, the date on which that conduct was discontinued or the latest instance of the conduct.

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

- **North Carolina Department of Transportation**, Office of Equal Opportunity & Workforce Services (EOWS), External Civil Rights Section, 1511 Mail Service Center, Raleigh, NC 27699-1511; 919-508-1808 or toll free 800-522-0453
- **US Department of Transportation**, Departmental Office of Civil Rights, External Civil Rights Programs Division, 1200 New Jersey Avenue, SE, Washington, DC 20590; 202-366-4070

Federal Highway Administration, North Carolina Division Office, 310 New Bern Avenue, Suite 410, Raleigh, NC 27601, 919-747-7010

Federal Highway Administration, Office of Civil Rights, 1200 New Jersey Avenue, SE, 8th Floor, E81-314, Washington, DC 20590, 202-366-0693 / 366-0752

Federal Transit Administration, Office of Civil Rights, ATTN: Title VI Program Coordinator, East Bldg. 5th Floor – TCR, 1200 New Jersey Avenue, SE, Washington, DC 20590

Federal Aviation Administration, Office of Civil Rights, 800 Independence Avenue, SW, Washington, DC 20591, 202-267-3258

- **US Department of Justice**, Special Litigation Section, Civil Rights Division, 950 Pennsylvania Avenue, NW, Washington, DC 20530, 202-514-6255 or toll free 877-218-5228

4. **Format for Complaints** – Complaints must be in **writing** and **signed** by the complainant(s) or a representative and include the complainant's name, address, and telephone number. Complaints received by fax or e-mail will be acknowledged and processed. Allegations received by telephone will be reduced to writing and provided to

the complainant for confirmation or revision before processing. Complaints will be accepted in other languages including Braille.

5. **Discrimination Complaint Form** – Contact NCDOT EOWS at the phone number above to receive a full copy of the Discrimination Complaint Form and procedures.
6. **Complaint Basis** – Allegations must be based on issues involving race, color, national origin, sex, age, or disability. The term “basis” refers to the complainant’s membership in a protected group category. Contact this office to receive a Discrimination Complaint Form.

Protected Categories	Definition	Examples	Applicable Statutes and Regulations	
			FHWA	FTA
Race	An individual belonging to one of the accepted racial groups; or the perception, based usually on physical characteristics that a person is a member of a racial group	Black/African American, Hispanic/Latino, Asian, American Indian/Alaska Native, Native Hawaiian/Pacific Islander, White	Title VI of the Civil Rights Act of 1964; 49 CFR Part 21; 23 CFR 200	Title VI of the Civil Rights Act of 1964; 49 CFR Part 21; Circular 4702.1B
Color	Color of skin, including shade of skin within a racial group	Black, White, brown, yellow, etc.		
National Origin	Place of birth. Citizenship is not a factor. Discrimination based on language or a person’s accent is also covered.	Mexican, Cuban, Japanese, Vietnamese, Chinese		
Sex	Gender	Women and Men	1973 Federal-Aid Highway Act	Title IX of the Education Amendments of 1972
Age	Persons of any age	21 year old person	Age Discrimination Act of 1975	
Disability	Physical or mental impairment, permanent or temporary, or perceived.	Blind, alcoholic, paraplegic, epileptic, diabetic, arthritic	Section 504 of the Rehabilitation Act of 1973; Americans with Disabilities Act of 1990	

III. Pertinent Nondiscrimination Authorities

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

- Title VI of the Civil Rights Act of 1964 (42 U.S.C. § 2000d *et seq.*, 78 stat. 252), (prohibits discrimination on the basis of race, color, national origin); and 49 CFR Part 21.
- The Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970, (42 U.S.C. § 4601), (prohibits unfair treatment of persons displaced or whose property has been acquired because of Federal or Federal-aid programs and projects);

- Federal-Aid Highway Act of 1973, (23 U.S.C. § 324 *et seq.*), (prohibits discrimination on the basis of sex);
- Section 504 of the Rehabilitation Act of 1973, (29 U.S.C. § 794 *et seq.*), as amended, (prohibits discrimination on the basis of disability); and 49 CFR Part 27;
- The Age Discrimination Act of 1975, as amended, (42 U.S.C. § 6101 *et seq.*), (prohibits discrimination on the basis of age);
- Airport and Airway Improvement Act of 1982, (49 USC § 471, Section 47123), as amended, (prohibits discrimination based on race, creed, color, national origin, or sex);
- The Civil Rights Restoration Act of 1987, (PL 100-209), (Broadened the scope, coverage and applicability of Title VI of the Civil Rights Act of 1964, The Age Discrimination Act of 1975 and Section 504 of the Rehabilitation Act of 1973, by expanding the definition of the terms “programs or activities” to include all of the programs or activities of the Federal-aid recipients, sub-recipients and contractors, whether such programs or activities are Federally funded or not);
- Titles II and III of the Americans with Disabilities Act, which prohibit discrimination on the basis of disability in the operation of public entities, public and private transportation systems, places of public accommodation, and certain testing entities (42 U.S.C. §§ 12131 – 12189) as implemented by Department of Transportation regulations at 49 C.F.R. parts 37 and 38;
- The Federal Aviation Administration’s Non-discrimination statute (49 U.S.C. § 47123) (prohibits discrimination on the basis of race, color, national origin, and sex);
- Executive Order 12898, Federal Actions to Address Environmental Justice in Minority Populations and Low-Income Populations, which ensures discrimination against minority populations by discouraging programs, policies, and activities with disproportionately high and adverse human health or environmental effects on minority and low-income populations;
- Executive Order 13166, Improving Access to Services for Persons with Limited English Proficiency, and resulting agency guidance, national origin discrimination includes discrimination because of limited English proficiency (LEP). To ensure compliance with Title VI, you must take reasonable steps to ensure that LEP persons have meaningful access to your programs (70 Fed. Reg. at 74087 to 74100);
- Title IX of the Education Amendments of 1972, as amended, which prohibits you from discriminating because of sex in education programs or activities (20 U.S.C. 1681 *et seq.*).
- Title VII of the Civil Rights Act of 1964 (42 U.S.C. § 2000e *et seq.*, Pub. L. 88-352), (prohibits employment discrimination on the basis of race, color, religion, sex, or national origin);
- 49 CFR Part 26, regulation to ensure nondiscrimination in the award and administration of DOT-assisted contracts in the Department's highway, transit, and airport financial assistance programs, as regards the use of Disadvantaged Business Enterprises (DBEs);
- Form FHWA-1273, “Required Contract Provisions,” a collection of contract provisions and proposal notices that are generally applicable to *all Federal-aid construction projects* and must be made a part of, and physically incorporated into, *all federally-assisted contracts*, as well as appropriate subcontracts and purchase orders, particularly Sections II (Nondiscrimination) and III (Nonsegregated Facilities).

ON-THE-JOB TRAINING:

(10-16-07) (Rev. 4-21-15)

Z-10

Description

The North Carolina Department of Transportation will administer a custom version of the Federal On-the-Job Training (OJT) Program, commonly referred to as the Alternate OJT Program. All contractors (existing and newcomers) will be automatically placed in the Alternate Program. Standard OJT requirements typically associated with individual projects will no longer be applied at the project level. Instead, these requirements will be applicable on an annual basis for each contractor administered by the OJT Program Manager.

On the Job Training shall meet the requirements of 23 CFR 230.107 (b), 23 USC – Section 140, this provision and the On-the-Job Training Program Manual.

The Alternate OJT Program will allow a contractor to train employees on Federal, State and privately funded projects located in North Carolina. However, priority shall be given to training employees on NCDOT Federal-Aid funded projects.

Minorities and Women

Developing, training and upgrading of minorities and women toward journeyman level status is a primary objective of this special training provision. Accordingly, the Contractor shall make every effort to enroll minority and women as trainees to the extent that such persons are available within a reasonable area of recruitment. This training commitment is not intended, and shall not be used, to discriminate against any applicant for training, whether a member of a minority group or not.

Assigning Training Goals

The Department, through the OJT Program Manager, will assign training goals for a calendar year based on the contractors' past three years' activity and the contractors' anticipated upcoming year's activity with the Department. At the beginning of each year, all contractors eligible will be contacted by the Department to determine the number of trainees that will be assigned for the upcoming calendar year. At that time the Contractor shall enter into an agreement with the Department to provide a self-imposed on-the-job training program for the calendar year. This agreement will include a specific number of annual training goals agreed to by both parties. The number of training assignments may range from 1 to 15 per contractor per calendar year. The Contractor shall sign an agreement to fulfill their annual goal for the year.\

Training Classifications

The Contractor shall provide on-the-job training aimed at developing full journeyman level workers in the construction craft/operator positions. Preference shall be given to providing training in the following skilled work classifications:

Equipment Operators	Office Engineers
Truck Drivers	Estimators
Carpenters	Iron / Reinforcing Steel Workers
Concrete Finishers	Mechanics
Pipe Layers	Welders

The Department has established common training classifications and their respective training requirements that may be used by the contractors. However, the classifications established are not all-inclusive. Where the training is oriented toward construction applications, training will be allowed in lower-level management positions such as office engineers and estimators. Contractors shall submit new classifications for specific job functions that their employees are performing. The Department will review and recommend for acceptance to FHWA the new classifications proposed by contractors, if applicable. New classifications shall meet the following requirements:

Proposed training classifications are reasonable and realistic based on the job skill classification needs, and

The number of training hours specified in the training classification is consistent with common practices and provides enough time for the trainee to obtain journeyman level status.

The Contractor may allow trainees to be trained by a subcontractor provided that the Contractor retains primary responsibility for meeting the training and this provision is made applicable to the subcontract. However, only the Contractor will receive credit towards the annual goal for the trainee.

Where feasible, 25 percent of apprentices or trainees in each occupation shall be in their first year of apprenticeship or training. The number of trainees shall be distributed among the work classifications on the basis of the contractor's needs and the availability of journeymen in the various classifications within a reasonable area of recruitment.

No employee shall be employed as a trainee in any classification in which they have successfully completed a training course leading to journeyman level status or in which they have been employed as a journeyman.

Records and Reports

The Contractor shall maintain enrollment, monthly and completion reports documenting company compliance under these contract documents. These documents and any other information as requested shall be submitted to the OJT Program Manager.

Upon completion and graduation of the program, the Contractor shall provide each trainee with a certification Certificate showing the type and length of training satisfactorily completed.

Trainee Interviews

All trainees enrolled in the program will receive an initial and Trainee/Post graduate interview conducted by the OJT program staff.

Trainee Wages

Contractors shall compensate trainees on a graduating pay scale based upon a percentage of the prevailing minimum journeyman wages (Davis-Bacon Act). Minimum pay shall be as follows:

60 percent	of the journeyman wage for the first half of the training period
75 percent	of the journeyman wage for the third quarter of the training period
90 percent	of the journeyman wage for the last quarter of the training period

In no instance shall a trainee be paid less than the local minimum wage. The Contractor shall adhere to the minimum hourly wage rate that will satisfy both the NC Department of Labor (NCDOL) and the Department.

Achieving or Failing to Meet Training Goals

The Contractor will be credited for each trainee employed by him on the contract work who is currently enrolled or becomes enrolled in an approved program and who receives training for at least 50 percent of the specific program requirement. Trainees will be allowed to be transferred between projects if required by the Contractor's scheduled workload to meet training goals.

If a contractor fails to attain their training assignments for the calendar year, they may be taken off the NCDOT's Bidders List.

Measurement and Payment

No compensation will be made for providing required training in accordance with these contract documents.

NAME CHANGE FOR NCDENR:

(1-19-16)

Z-11

Wherever in the 2012 Standard Specifications, Project Special Provisions, Standard Special Provisions, Permits or Plans that reference is made to "NCDENR" or "North Carolina Department of Environment and Natural Resources", replace with "NCDEQ" or North Carolina Department of Environmental Quality" respectively, as the case may be.

<u>LISTING OF MBE/WBE SUBCONTRACTORS</u>					
Firm Name and Address	Circle One	Item No.	Item Description	* Agreed upon Unit Price	** Dollar Volume of Item
Name	MBE				
Address	WBE				
Name	MBE				
Address	WBE				
Name	MBE				
Address	WBE				
Name	MBE				
Address	WBE				
Name	MBE				
Address	WBE				

* The Dollar Volume shown in this column shall be the Actual Price Agreed Upon by the Prime Contractor and the MBE/WBE subcontractor, and these prices will be used to determine the percentage of the MBE/WBE participation in the contract.

** Dollar Volume of MBE/WBE Subcontractor Percentage of Total Contract Bid Price:
 If firm is a Material Supplier Only, show Dollar Volume as 60% of Agreed Upon Amount from Letter of Intent.
 If firm is a Manufacturer, show Dollar Volume as 100% of Agreed Upon Amount from Letter of Intent.

LISTING OF MBE/WBE SUBCONTRACTORS					Sheet _____ of _____
Firm Name and Address	Circle One	Item No.	Item Description	* Agreed upon Unit Price	** Dollar Volume of Item
Name Address	MBE WBE				
Name Address	MBE WBE				
Name Address	MBE WBE				
Name Address	MBE WBE				
Name Address	MBE WBE				

* The Dollar Volume shown in this column shall be the Actual Price Agreed Upon by the Prime Contractor and the MBE/WBE subcontractor, and these prices will be used to determine the percentage of the MBE/WBE participation in the contract.

** Dollar Volume of MBE/WBE Subcontractor Percentage of Total Contract Bid Price:

**** Dollar Volume of MBE Subcontractor** \$ _____

MBE Percentage of Total Contract Bid Price _____%

**** Dollar Volume of WBE Subcontractor** \$ _____

WBE Percentage of Total Contract Bid Price _____%

*If firm is a Material Supplier Only, show Dollar Volume as 60% of Agreed Upon Amount from Letter of Intent.
If firm is a Manufacturer, show Dollar Volume as 100% of Agreed Upon Amount from Letter of Intent.*

LETTER OF INTENT TO PERFORM AS A SUBCONTRACTOR

CONTRACT:	NAME OF BIDDER:
------------------	------------------------

The undersigned intends to perform work in connection with the above contract upon execution of the bid and subsequent award of contract by the Local Public Agency as:

Name of MBE/WBE/DBE Subcontractor _____

Address _____

City _____ State _____ Zip _____

Please check all that apply:
 Minority Business Enterprise (MBE)____
 Women Business Enterprise (WBE)____
 Disadvantaged Business Enterprise (DBE)____

The MBE /WBE /DBE status of the above named subcontractor is certified by the North Carolina Department of Transportation. The above named subcontractor is prepared to perform the described work listed on the attached MBE/WBE/DBE Commitment Items sheet, in connection with the above contract upon execution of the bid and subsequent award of contract by the Local Public Agency. The above named subcontractor is prepared to perform the described work at the estimated Commitment Total for Subcontractor Price identified on the MBE/WBE/DBE Commitment Items sheet and amount indicated below.

Commitment Total based on estimated Unit Prices and Quantities on the “attached” MBE/WBE/DBE Commitment Items sheet:

Amount \$ _____

The above named bidder and subcontractor mutually accepts the Commitment Total estimated for the Unit Prices and Quantities. This commitment total is based on estimated quantities only and most likely will vary up or down as the project is completed. Final compensation will be based on actual quantities of work performed and accepted during the pursuance of work. The above listed amount represents the entire dollar amount quoted based on these estimated quantities. No conversations, verbal agreements, and/or other forms of non-written representations shall serve to add, delete, or modify the terms as stated.

This document shall not serve in any manner as an actual subcontract between the two parties. A separate subcontractor agreement will describe in detail the contractual obligations of the bidder and the MBE/WBE/DBE subcontractor.

Affirmation

The above named MBE/ WBE/ DBE subcontractor affirms that it will perform the portion(s) of the contract for the estimated dollar value as stated above.

Name of MBE/ WBE/ DBE Subcontractor

Name of Bidder

Signature / Title

Signature / Title

Date

Date

SUBSTITUTE FORM W-9
VENDOR REGISTRATION FORM
NORTH CAROLINA DEPARTMENT OF TRANSPORTATION

Pursuant to Internal Revenue Service (IRS) Regulations, vendors must furnish their Taxpayer Identification Number (TIN) to the State. If this number is not provided, you may be subject to a 20% withholding on each payment. To avoid this 20% withholding and to insure that accurate tax information is reported to the Internal Revenue Service and the State, please use this form to provide the requested information exactly as it appears on file with the IRS.

INDIVIDUAL AND SOLE PROPRIETOR: ENTER NAME AS SHOWN ON SOCIAL SECURITY CARD
CORPORATION OR PARTNERSHIP : ENTER YOUR LEGAL BUSINESS NAME

NAME: _____

MAILING ADDRESS: STREET/PO BOX: _____

CITY, STATE, ZIP: _____

DBA / TRADE NAME (IF APPLICABLE): _____

- INDIVIDUAL (use Social Security No.) SOLE PROPRIETER (use SS No. or Fed ID No.)
- CORPORATION (use Federal ID No.) PARTNERSHIP (use Federal ID No.)
- ESTATE/TRUST (use Federal ID no.) STATE OR LOCAL GOVT. (use Federal ID No.)
- OTHER / SPECIFY _____

SOCIAL SECURITY NO. _____ - _____ - _____ (Social Security #)

OR

FED.EMPLOYER IDENTIFICATION NO. _____ - _____ - _____ (Employer Identification #)

COMPLETE THIS SECTION IF PAYMENTS ARE MADE TO AN ADDRESS OTHER THAN THE ONE LISTED ABOVE:

REMIT TO ADDRESS: STREET / PO BOX: _____
CITY, STATE, ZIP: _____

Participation in this section is voluntary. You are not required to complete this section to become a registered vendor. The information below will in no way affect the vendor registration process and its sole purpose is to collect statistical data on those vendors doing business with NCDOT. If you choose to participate, circle the answer that best fits your firm's group definition.

What is your firm's ethnicity? (Prefer Not To Answer, African American, Native American, Caucasian American, Asian American,
 Hispanic American, Asian-Indian Other: _____)

What is your firm's gender? (Prefer Not to Answer, Male, Female) **Disabled-Owned Business?** (Prefer Not to Answer, Yes, No)

IRS CERTIFICATION

Under penalties of perjury, I certify that:

- The number shown on this form is my correct taxpayer identification and
- I am not subject to backup withholding because: (a) I am exempt from backup withholding, or (b) I have not been notified by the IRS that I am subject to backup withholding as a result of a failure to report all interest or dividends, or (c) the IRS has notified me that I am no longer subject to backup withholding, and
- I am a U.S. person (including a U.S. resident alien).

 NAME (Print or Type)

 TITLE (Print or Type)

 SIGNATURE

 DATE

 PHONE NUMBER

To avoid payment delays, completed forms should be returned promptly to the Contract Administrator.

EXECUTION OF BID

NON-COLLUSION AFFIDAVIT, DEBARMENT CERTIFICATION AND GIFT BAN CERTIFICATION

CORPORATION

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 any bid or contract, that the bidder has not been convicted of violating *N.C.G.S. § 133-24* within the last three years, 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 attached, provided that the Debarment Certification also includes any required statements concerning exceptions that are applicable.

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

SIGNATURE OF CONTRACTOR

_____ Full name of Corporation

_____ Address as Prequalified

Attest _____
Secretary/Assistant Secretary
Select appropriate title

By _____
President/Vice President/Assistant Vice President
Select appropriate title

_____ Print or type Signer's name

_____ Print or type Signer's name

CORPORATE SEAL

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

NON-COLLUSION AFFIDAVIT, DEBARMENT CERTIFICATION AND GIFT BAN CERTIFICATION

PARTNERSHIP

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 any bid or contract, that the bidder has not been convicted of violating *N.C.G.S. § 133-24* within the last three years, 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 attached, provided that the Debarment Certification also includes any required statements concerning exceptions that are applicable.

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

SIGNATURE OF CONTRACTOR

_____ Full Name of Partnership

_____ Address as Prequalified

_____ By _____
Signature of Witness Signature of Partner

_____ Print or type Signer's name

_____ Print or type Signer's name

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
NON-COLLUSION AFFIDAVIT, DEBARMENT CERTIFICATION AND GIFT BAN CERTIFICATION**

LIMITED LIABILITY COMPANY

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 any bid or contract, that the bidder has not been convicted of violating *N.C.G.S. § 133-24* within the last three years, 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 attached, provided that the Debarment Certification also includes any required statements concerning exceptions that are applicable.

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

SIGNATURE OF CONTRACTOR

Full Name of Firm

Address as Prequalified

Signature of Witness

Signature of Member/Manager/Authorized Agent
Select appropriate title

Print or type Signer's name

Print or type Signer's Name

AFFIDAVIT MUST BE NOTARIZED

Subscribed and sworn to before me this the

NOTARY SEAL

_____ day of _____ 20__.

Signature of Notary Public

of _____ County

State of _____

My Commission Expires: _____

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

JOINT VENTURE (2) or (3)

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 any bid or contract, that the bidder has not been convicted of violating N.C.G.S. § 133-24 within the last three years, 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 attached, provided that the Debarment Certification also includes any required statements concerning exceptions that are applicable.

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

SIGNATURE OF CONTRACTOR

Instructions: 2 Joint Venturers Fill in lines (1), (2) and (3) and execute. 3 Joint Venturers Fill in lines (1), (2), (3) and (4) and execute. On Line (1), fill in the name of the Joint Venture Company. On Line (2), fill in the name of one of the joint venturers and execute below in the appropriate manner. On Line (3), print or type the name of the other joint venturer and execute below in the appropriate manner. On Line (4), fill in the name of the third joint venturer, if applicable and execute below in the appropriate manner.

(1) Name of Joint Venture

(2) Name of Contractor

Address as Prequalified

Signature of Witness or Attest By Signature of Contractor

Print or type Signer's name Print or type Signer's name

If Corporation, affix Corporate Seal and

(3) Name of Contractor

Address as Prequalified

Signature of Witness or Attest By Signature of Contractor

Print or type Signer's name Print or type Signer's name

If Corporation, affix Corporate Seal and

(4) Name of Contractor (for 3 Joint Venture only)

Address as Prequalified

Signature of Witness or Attest By Signature of Contractor

Print or type Signer's name Print or type Signer's name

If Corporation, affix Corporate Seal

NOTARY SEAL

Affidavit must be notarized for Line (2)

Subscribed and sworn to before me this ___ day of ___ 20__

Signature of Notary Public of ___ County State of ___ My Commission Expires: ___

NOTARY SEAL

Affidavit must be notarized for Line (3)

Subscribed and sworn to before me this ___ day of ___ 20__

Signature of Notary Public of ___ County State of ___ My Commission Expires: ___

NOTARY SEAL

Affidavit must be notarized for Line (4)

Subscribed and sworn to before me this ___ day of ___ 20__

Signature of Notary Public of ___ County State of ___ My Commission Expires: ___

EXECUTION OF BID

NON-COLLUSION AFFIDAVIT, DEBARMENT CERTIFICATION AND GIFT BAN CERTIFICATION

INDIVIDUAL DOING BUSINESS UNDER A FIRM NAME

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 any bid or contract, that the bidder has not been convicted of violating *N.C.G.S. § 133-24* within the last three years, 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 attached, provided that the Debarment Certification also includes any required statements concerning exceptions that are applicable.

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

SIGNATURE OF CONTRACTOR

Name of Contractor

_____ Individual name

Trading and doing business as

_____ Full name of Firm

_____ Address as Prequalified

_____ Signature of Witness

_____ Signature of Contractor, Individually

_____ Print or type Signer's name

_____ Print or type Signer's name

AFFIDAVIT MUST BE NOTARIZED

Subscribed and sworn to before me this the

NOTARY SEAL

_____ day of _____ 20__.

_____ Signature of Notary Public

of _____ County

State of _____

My Commission Expires: _____

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

INDIVIDUAL DOING BUSINESS IN HIS OWN NAME

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 any bid or contract, that the bidder has not been convicted of violating *N.C.G.S. § 133-24* within the last three years, 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 attached, provided that the Debarment Certification also includes any required statements concerning exceptions that are applicable.

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

SIGNATURE OF CONTRACTOR

Name of Contractor _____
Print or type Individual name

Address as Prequalified

Signature of Contractor, Individually

Print or type Signer's Name

Signature of Witness

Print or type Signer's name

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: _____

DEBARMENT CERTIFICATION

Conditions for certification:

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

DEBARMENT CERTIFICATION

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

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

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

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

Check here if an explanation is attached to this certification.

STATE OF NORTH CAROLINA
DEPARTMENT OF TRANSPORTATION
RALEIGH, NC

BID BOND

Principal: _____
Name of Principal Contractor

Surety: _____
Name of Surety

Contract Number: _____ County: _____

Date of Bid: _____

KNOW ALL MEN BY THESE PRESENTS, That we, the PRINCIPAL CONTRACTOR (hereafter, PRINCIPAL) and SURETY above named, are held and firmly bound unto the Department of Transportation in the full and just sum of five (5) percent of the total amount bid by the Principal for the project stated above, for the payment of which sum well and truly to be made, we bind ourselves, our heirs, executors, administrators, and successors, jointly and severally, firmly by these presents.

NOW, THEREFORE, the condition of this obligation is: the Principal shall not withdraw its bid within sixty (60) days after the opening of the bids, or within such other time period as may be provided in the proposal, and if the Board of Transportation shall award a contract to the Principal, the Principal shall, within fourteen (14) calendar days after written notice of award is received by him, provide bonds with good and sufficient surety, as required for the faithful performance of the contract and for the protection of all persons supplying labor, material, and equipment for the prosecution of the work. In the event the Principal requests permission to withdraw his bid due to mistake in accordance with the provisions of Article 103-3 of the *Standard Specifications for Roads and Structures*, the conditions and obligations of this Bid Bond shall remain in full force and effect until the Department of Transportation makes a final determination to either allow the bid to be withdrawn or to proceed with award of the contract. In the event a determination is made to award the contract, the Principal shall have fourteen (14) calendar days to comply with the requirements set forth above. In the event the Principal withdraws its bid after bids are opened except as provided in Article 103-3, or after award of the contract has been made fails to execute such additional documents as may be required and to provide the required bonds within the time period specified above, then the amount of the bid bond shall be immediately paid to the Department of Transportation as liquidated damages.

IN TESTIMONY WHEREOF, the Principal and Surety have caused these presents to be duly signed and sealed.

This the _____ day of _____, 20 _____

Surety

By _____
General Agent or Attorney-in-Fact Signature

Seal of Surety

Print or type Signer's Name

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BID BOND

CORPORATION

SIGNATURE OF CONTRACTOR (Principal)

Full name of Corporation

Address as prequalified

By _____

Signature of President, Vice President, Assistant Vice President

Select appropriate title

Print or type Signer's name

Affix Corporate Seal

Attest

Signature of Secretary, Assistant Secretary

Select appropriate title

Print or type Signer's name

BID BOND

LIMITED LIABILITY COMPANY

SIGNATURE OF CONTRACTOR (Principal)

Name of Contractor

Full name of Firm

Address as prequalified

**Signature of Member/
Manager/Authorized Agent**

Individually

Print or type Signer's name

INDIVIDUAL DOING BUSINESS UNDER A FIRM NAME

SIGNATURE OF CONTRACTOR (Principal)

Name of Contractor

Individual Name

Trading and doing business as

Full name of Firm

Address as prequalified

Signature of Contractor

Individually

Print or type Signer's name

Signature of Witness

Print or type Signer's name

INDIVIDUAL DOING BUSINESS IN HIS OWN NAME

SIGNATURE OF CONTRACTOR (Principal)

Name of Contractor

Print or type Individual Name

Address as prequalified

Signature of Contractor

Individually

Print or type Signer's name

Signature of Witness

Print or type Signer's name

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BID BOND

PARTNERSHIP

SIGNATURE OF CONTRACTOR (Principal)

Full name of Partnership

Address as prequalified

By

Signature of Partner

Print or type Signer's name

Signature of Witness

Print or type Signer's name

BID BOND
JOINT VENTURE (2 or 3)
SIGNATURE OF CONTRACTORS (Principal)

Instructions to Bidders: **2 Joint Ventures**, Fill in lines (1), (2) and (3) and execute. **3 Joint Venturers** Fill in lines (1), (2), (3), (4) and execute. Line (1), print or type the name of Joint Venture. On line (2), print or type the name of one of the joint venturers and execute below in the appropriate manner required by Article 102-8 of the *Specifications*. On Line (3), print or type the name of second joint venturer and execute below in the appropriate manner required by said article of the Specifications. On Line (4), print or type the name of the third joint venturer, if applicable and execute below in the appropriate manner required by said article of the Specifications. This form of execution must be strictly followed.

(1) _____
Name of Joint Venture

(2) _____
Name of Contractor

Address as prequalified

Signature of Witness or Attest By _____
Signature of Contractor

Print or type Signer's name _____
Print or type Signer's name

If Corporation, affix Corporate Seal

and

(3) _____
Name of Contractor

Address as prequalified

Signature of Witness or Attest By _____
Signature of Contractor

Print or type Signer's name _____
Print or type Signer's name

If Corporation, affix Corporate Seal

and

(4) _____
Name of Contractor (*for 3 Joint Venture only*)

Address as prequalified

Signature of Witness or Attest By _____
Signature of Contractor

Print or type Signer's name _____
Print or type Signer's name

If Corporation, affix Corporate Seal

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ADDENDUM(S)

(3-3-2014)

ADDENDUM #1

I, _____ representing _____
(SIGNATURE)

Acknowledge receipt of Addendum #1.

ADDENDUM #2

I, _____ representing _____
(SIGNATURE)

Acknowledge receipt of Addendum #2.

ADDENDUM #3

I, _____ representing _____
(SIGNATURE)

Acknowledge receipt of Addendum #3.

WBS #	2017CPT.10.19.10841.1, Etc	TIP#	FA#
Type of Work	Resurfacing, Stress Absorbing Membrane Interlayer, Shoulder Reconstruction and Thermoplastic Pavement Markings		
County	Stanly		
Location	1 Section of US 52 and 1 Section of NC 742		

LINE NO.	MASTER ITEM NO.	SEC. NO.	ITEM DESCRIPTION	EST. QTY.	UNIT	UNIT PRICE	TOTAL AMOUNT
1	0000100000-N	800	MOBILIZATION	1	LS		
2	0106000000-E	230	BORROW EXCAVATION	812	CY		
3	1220000000-E	545	INCIDENTAL STONE BASE	255	TON		
4	1245000000-E	SP	SHOULDER RECONSTRUCTION	7.06	SMI		
5	1330000000-E	607	INCIDENTAL MILLING	1,520	SY		
6	1519000000-E	610	ASPHALT CONC SURFACE COURSE, TYPE S9.5B	4,849	TON		
7	1520000000-E	SP	ASPHALT CONC SURFACE COURSE, TYPE S9.5B (LEVELING COURSE)	175	TON		
8	1575000000-E	620	ASPHALT BINDER FOR PLANT MIX	303	TON		
9	1880000000-E	SP	PATCHING EXISTING PAVEMENT (MILL)	250	TON		
10	1882000000-E	SP	ASPHALT RUBBER BINDER FOR STRESS ABSORBING MEMBRANE INTERLAYER	31,397	GAL		
11	1891000000-E	SP	ASPHALT RUBBER STRESS ABSORBING MEMBRANE INTERLAYER	52,328	SY		
12	2612000000-E	848	6" CONCRETE DRIVEWAY	50	SY		
13	2830000000-N	858	ADJUSTMENT OF MANHOLES	1	EA		
14	2845000000-N	858	ADJUSTMENT OF METER BOXES OR VALVE BOXES	1	EA		
15	4413000000-E	SP	WORK ZONE ADVANCE/GENERAL WARNING SIGNING	358	SF		
16	4457000000-N	SP	TEMPORARY TRAFFIC CONTROL	1	LS		
17	4890000000-E	SP	THERMOPLASTIC PAVEMENT MARKING LINES 4", 120 MILS (HIGHLY REFLECTIVE MEDIA)	29,610	LF		
18	4890000000-E	SP	THERMOPLASTIC PAVEMENT MARKING LINES 4", 90 MILS (HIGHLY REFLECTIVE MEDIA)	37,276	LF		
19	4900000000-N	1251	PERMANENT RAISED PAVEMENT MARKERS	233	EA		
20	6000000000-E	1605	TEMPORARY SILT FENCE	300	LF		

21	6071010000-E	SP	WATTLE	480	LF		

Total Cost for Project

<p>CONTRACTOR _____</p> <p>ADDRESS _____</p> <p>_____</p> <p>Federal ID No. _____</p> <p>Contr. License No. _____</p> <p>Telephone No. _____</p> <p>Vendor No. _____</p> <p>Authorized Agent _____</p> <p>Signature _____</p> <p>Witness _____</p> <p>Signature _____</p>	<div style="border: 1px solid black; width: 100%; height: 100%; text-align: center; line-height: 100px;"> <p>CORPORATE SEAL</p> </div> <p>Title _____</p> <p>Date _____</p> <p>Title _____</p> <p>Date _____</p>
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