STATE OF NORTH CAROLINA DEPARTMENT OF TRANSPORTATION



DIVISION 10 DISTRICT 2

SMALL BUSINESS ENTERPRISE CONTRACT PROPOSAL

WBS ELEMENT:	10.206011B, Etc COUNTY: Mecklenburg
LOCATION:	Various Locations in Mecklenburg County
TYPE OF WORK:	Blanket Contract for Miscellaneous Concrete and Drainage Item Repairs and Construction
BID OPENING:	Wednesday, October 1, 2014 at 9:30 a.m.
A MANDATORY PRI 7605 District Drive, Cl	E-BID will be held September 23, 2014 at 10:00 am at the District 2 Office at harlotte, NC 28213
NAME OF BIDDER	
ADDRESS OF BIDDER	
DO NOT S	SEPARATE THE BID SHEET FROM THE PROPOSAL!

RETURN BIDS TO: Mr. Brett Canipe, PE

NC Department of Transportation

7605 District Drive Charlotte, NC 28213

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 shall be grounds for rejection of the bid.

- The bid sheet furnished by NCDOT with the proposal shall be used and shall not be altered in any manner. DO
 NOT SEPARATE THE BID SHEET FROM THE PROPOSAL!
- 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.
- **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. A bid bond or deposit is not required when submitting a bid for this project.
- 12. THE PROPOSAL WITH THE BID SHEET STILL ATTACHED SHALL BE PLACED IN A SEALED ENVELOPE AND SHALL HAVE BEEN DELIVERED TO AND RECEIVED IN THE DISTRICT ENGINEER'S OFFICE AT 7605 DISTRICT DRIVE, CHARLOTTE, NC 28213 NO LATER THAN 9:30 A.M. ON WEDNESDAY, OCTOBER 1, 2014.
- 13. The sealed bid must display the following statement on the front of the sealed envelope:

QUOTATION FOR MISCELLANEOUS CONCRETE WORK, INSTALLATION AND REPAIR IN MECKLENBURG COUNTY TO BE OPENED AT 9:30 A.M. ON WEDNESDAY, OCTOBER 1, 2014.

14. If delivered by mail, the sealed envelope shall be placed in another sealed envelope and the outer envelope shall be addressed as follows:

Mr. Brett Canipe, PE NC Department of Transportation 7605 District Drive Charlotte, NC 28213

The award of the contract, if it is awarded, will be made to the lowest responsible Bidder in accordance with Section 102 (excluding 102-2 and 102-11) of the 2012 <u>Standard Specifications for Roads and Structures</u>. The lowest responsible Bidder will be notified that his bid has been accepted and that he has been awarded the contract. NCDOT reserves the right to reject all bids.

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DIVISION CONTRACT Standard 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 <u>Standard Specifications</u>, the North Carolina Department of Transportation <u>Roadway Standards Drawings 2012</u>, and the current edition of the <u>Manual of Uniform Traffic Control Devices</u> (MUTCD).

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

SMALL BUSINESS ENTERPRISE PROGRAM

Bids are being solicited for this Blanket Purchase Order Contract under the provisions of the NCDOT's Small Business Enterprise Program.

Your firm does not have to be formally identified as a minority, woman, or disabled business to qualify for this program, but you must have had an annual gross income of \$1.5 million or less, exclusive of materials, for the previous calendar year.

The maximum contract limit is set at \$500,000. If the total bid amount of the contract exceeds this amount, the bid will not be considered for award.

Under the provisions of this program, a NC General Contractor's License is not required nor are Contract Payment and Contract Performance Bonds required. Bidder's shall comply with all other applicable laws, including but not limited to, those 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.

Only contractors currently certified as a SBE Contractor by the Contractual Service Unit of the NCDOT will be eligible to bid on this contract. Any bid received on this project from a firm not maintaining a current certification with NCDOT as a Small Business Enterprise shall automatically be rejected.

Prospective bidders who qualify for the SBE Program and are not currently certified are requested to apply for certification immediately. The submittal form is included at the end of the Contract Proposal. Do not submit the form with the Bid Documents. Send completed forms to:

Contractual Service Unit ATTN: SBE & Mobility Officer 1511 Mail Service Center Raleigh, NC 27699-1511

Additional information on the program may be obtained online at:

http://www.ncdot.org/business/ocs/sbe/

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.

MATERIALS AND TESTING

The Engineer reserves the right to perform all sampling and testing in accordance with Section 106 of the <u>Standard Specifications</u> and the Department's "Materials and Test 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 by the <u>Standard Specifications</u>. Material which is not properly certified will not be accepted.

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

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.

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 <u>Standard Specifications</u>.

SAFETY AND ACCIDENT PROTECTION

In accordance with Article 107-21 of the <u>Standard Specifications</u>, 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.

CPI (PRICE ADJUSTMENT)

The compensation payable to the contractor shall be fixed for the first twelve months of this contract. However, upon an application by the contract, or sixty (60) days prior to the end of each contract period, the renewal contract may be adjusted to reflect the adjustment in the Consumer Price Index for the previous twelve (12) month period as published by the US Bureau of Labor and Statistics. If the amount of the requested adjustment is more than ten (10) percent, the Department of Transportation reserves the right to cancel this contract. http://www.bls.gov/cpi/cpifiles/cpiai.txt

The CPI will be determined from a 12-month period. Example below:

Year	J	\mathbf{F}	\mathbf{M}	\mathbf{A}	\mathbf{M}	J	J	\mathbf{A}	\mathbf{S}	O	\mathbf{N}	\mathbf{D}
2012	211.1	212.2	212.7	213.2	213.8	215.7	215.3	215.8	215.9	216.2	216.3	215.9
2013	216.7	216.7	217.6	218.0	218.2	217.9	218.3	218.3	218.4	218.7	218.8	219.2
2014	220.2	221.3	223.4	224.9	225.9	225.7	225.9	226.6	226.9	226.4	226.2	225.7

CPI for current period	225.7
Less CPI for previous period	219.2
Equals index point change	6.5
Divided by previous period CPI	219.2
Equals	0.0296
Result multiplied by 100	0.0296 x 100
Equals percent change	2.96%

BASIS OF PAYMENT

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, tools and 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. 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.

The Contractor may submit a request for partial payment on a monthly basis, or other interval as approved by the Engineer. 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.

Any claims for additional compensation and/or extension of the completion date shall be submitted to the Division Engineer with detailed justification within thirty (30) days after receipt of the final invoice payment. The failure on the part of the Contractor to submit the claim(s) within thirty (30) days shall be a bar to recovery.

The Contractor's attention is directed to the fact that Article 104-5 pertaining to revised contract unit prices will not apply to this contract.

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 <u>Standard Specifications</u>. 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.

WASTE MATERIAL DISPOSAL

All construction waste material shall be removed from the project site prior to 100% project completion. All waste disposal shall be in accordance with federal, state and local regulations regarding the disposal of waste material(s). All permit and fees for any such disposal shall be the responsibility of the Contractor, and NCDOT shall not be held liable for any such disposal of material(s).

POSTED WEIGHT LIMITS

(7-1-95) (Rev. 8-21-12) 107 SPI 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.

RESTRICTED LOAD LIMITS

The Contractor's attention is directed to the fact that he may be required to haul reduced tonnage on some roads, in subdivisions, or in other areas as directed by the Engineer. See Article 105-15 of the 2012 Standard Specifications. Any extra cost incurred will be considered incidental to the pay items involved.

DRIVEWAYS AND PRIVATE PROPERTY

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

UTILITY CONFLICTS

It shall be the responsibility of the Contractor to contact all affected utility owners and determine the precise location 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 when working around or near existing utilities, protecting them when necessary to provide uninterrupted service. In the event that any utility service is interrupted, the Contracted 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.

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.

SUPERVISION BY THE 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 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.

SUBLETTING OF CONTRACT

The Contractor shall not sublet, sell, transfer, assign or otherwise dispose of this contract or any portion thereof; or his right, title, or interest therein; without written consent of the Engineer. Subletting of this contract or any portion of the contract shall conform to the requirements of Article of 108-6 of the <u>Standard Specifications</u>.

GIFTS FROM VENDORS AND CONTRACTORS

(12-15-09) 107-1 SPI G152

By Executive Order 24, issued by Governor Perdue, and *N.C.G.S.*§ 133-32, it is unlawful for any vendor or contractor (i.e. architect, bidder, contractor, construction manager, design professional, engineer, landlord, offeror, seller, subcontractor, supplier, or vendor), to make gifts or to give favors to any State employee of the Governor's Cabinet Agencies (i.e. Administration, Commerce, Correction, Crime Control and Public Safety,

Cultural Resources, Environment and Natural Resources, Health and Human Services, Juvenile Justice and Delinquency Prevention, Revenue, Transportation, and the Office of the Governor). This prohibition covers those vendors and contractors who:

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

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

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

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.

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".

DOMESTIC STEEL

(4-16-13) 106 SPI GI20

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.

DIVISION CONTRACT Special Provisions

SCOPE OF WORK

This contract is for miscellaneous concrete and drainage items in Mecklenburg County. The Contractor shall furnish all labor and materials to complete the work in accordance with the <u>2012 Standard Specifications</u> and/or Special Provisions herein.

MANDATORY PRE-BID CONFERENCE (Prequalifying To Bid)

(7-18-06) (Rev. 3-25-13)

SPD 1-310

In order for all prospective bidders to have an extensive knowledge of the project, all prospective bidders shall attend a mandatory pre-bid conference at **Tuesday**, **September 23**, **2014** @ **10:00 A.M**.

District 2 Office 7605 District Drive Charlotte N.C. 28213 (980) 523-0000

The pre-bid conference will include a thorough discussion of the plans, contract pay items, special provisions, etc.

Only bidders who have attended and properly registered at the above scheduled pre-bid conference and who have met all other prequalification requirements will be considered prequalified to bid on this project. A bid received from a bidder who has not attended and properly registered at the above scheduled pre-bid conference will not be accepted and considered for award.

Attendance at the pre-bid conference will not meet the requirements of proper registration unless the individual attending has registered at the pre-bid conference in accordance with the following:

- (A) The individual has signed his name on the official roster prior to the above noted time for the beginning of the conference.
- (B) The individual has written in the name and address of the company he or she represents.
- (C) Only one company has been shown as being represented by the individual attending.
- (D) The individual attending is an officer or permanent employee of the company they are representing.

Any individual arriving after the official roster has been received by the Engineer will not be eligible to bid. Attendance at any prior pre-bid conference will not meet the requirement of this provision.

CONTRACT TIME

This contract will be effective for one year beginning October 1, 2014 and ending October 1, 2015. The Department of Transportation reserves the right to renew this contract for two (2) additional one-year periods as described below.

The contractor shall submit his bid for one (1) year. At the option of the Department, this contract may be extended for two (2) additional periods of one (1) year each [maximum three (3) years total]. If the contract is extended, the unit bid prices will be increased by the corresponding increase in the Consumer Price Index for each one (1) year extension. Including all renewals, the total contract expenditures shall not exceed the maximum purchase order value of \$2.5 million.

The Engineer will notify the Contractor in writing 30 days before annual expiration date. The Contractor must notify the Engineer within 15 days after receiving notice of his acceptance of this offer. Failure on the part of the Contractor to reply will be received as a rejection of contract extension.

INTERMEDIATE CONTRACT TIME NUMBER AND LIQUIDATED DAMAGES

(2-20-07)

RG 14 A

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

DAY AND TIME RESTRICTIONS

Monday – Friday 6:00 a.m. to 9:00 a.m. 4:00 p.m. to 6:00 p.m.

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

HOLIDAY AND HOLIDAY WEEKEND LANE CLOSURE RESTRICTIONS

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

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

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

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

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

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

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

MOBILIZATION & LIQUIDATED DAMAGES

Only one mobilization shall be paid for each project location for the duration of the project where the Contractor is required to perform work. Notification will be verbal followed by a faxed or emailed work order. The Contractor will be provided a work order for each project with location(s) and estimated quantities. There will be no minimum quantities for any line item associated with a particular mobilization. The Contractor shall consider this when bidding the Item "MOBILIZATION". All work assigned in the work order shall be agreed upon by the Engineer and the Contractor prior to work commencing.

The contractor will be required to begin work within fourteen (14) calendar days after notification from the State on all projects included in this contract, except those identified as emergency situations. In the event that the Contractor fails to repair or replace any damaged but functional concrete item(s) within fourteen (14) calendar days, liquidated damages in the amount of Five Hundred Dollars (\$500.00) per calendar_day per site will be deducted from the monies due the Contractor.

An emergency situation occurs if there is damage that leaves any concrete item(s), or other device in a non-functional condition and thereby creates a safety hazard in the judgment of the Engineer. The contractor shall have seven (7) calendar days to respond after notification to an emergency request. Failure to respond to an emergency request within the specified time frame will result in the application of liquidated damages. Work shall be accomplished in a continuous manner once the contractor begins.

In the event that the Contractor fails to repair any damaged and non-functional concrete item(s) within seven (7) calendar days, **liquidated damages in the amount of Five Hundred Dollars** (\$500.00) per calendar day per site will be deducted from the monies due the Contractor.

NO MAJOR CONTRACT ITEMS

(2-19-02) (Rev. 8-21-07) 104 SPI G31

None of the items included in this contract will be major items.

NO SPECIALTY ITEMS

(7-1-95) 108-6 SPI G34

None of the items included in this contract will be specialty items (see Article 108-6 of the 2012 Standard Specifications).

PIPE CULVERTS

The Contractor shall furnish and install pipe culverts in accordance with the requirements of Division 3 of the NCDOT <u>Standard Specifications for Roads and Structures</u>, the <u>Roadway Standard Drawings</u> and as directed by the Engineer. The Contractor shall thoroughly and carefully backfill the pipe in layers not exceeding 6 inches loose with material approved by the Engineer. Pipe and back filled areas shall be graded and maintained in such a condition that erosion or saturation will not erode or damage the pipe or backfill. Heavy equipment shall not be operated over the pipe until it has been properly back filled and minimum cover, as shown on the plans or as approved by the Engineer, has been placed over the pipe.

All pipe materials shall be inspected and approved by the Engineer after delivery to the project and prior to installation. Pipe culverts shall not be backfilled until approved by the Engineer or his representative. Structure shall be paid on a per linear foot basis.

PIPE REMOVAL

Description

Remove and dispose of all existing roadway drainage pipe, including flared end sections, where the removal of the existing pipes is required by the plans or as directed. Unless otherwise indicated in the plans, this work excludes the removal and disposal of any existing public or private water or sewage pipe or subsurface and shoulder drain pipe.

Measurement and Payment

Pipe Removal will be measured and paid as the actual number of linear feet of pipe and flared end sections, measured to the nearest 0.1 ft that has been removed in accordance with this section. No measurement and payment will be made for pipe removal when a new pipe is placed back in the same trench.

Payment includes but is not limited to removing pipe, hauling pipe, disposal of pipe and all excavating and backfilling that may be necessary.

Payment will be made under

Pay ItemPay UnitPipe RemovalLinear Foot

MASONRY DRAINAGE STRUCTURES

Description

Perform the work covered by this section including, but not limited to, excavation; providing protection of employees in excavation; hauling; disposal of materials; removing existing pipe and drainage structures at the site of the work; furnishing, transporting and placing foundation conditioning material, backfill material, subsurface drainage, concrete, brick masonry, block masonry, precast units, mortar, grout, reinforcing steel, hardware, castings and miscellaneous metal; fabrication; welding; and galvanizing to construct cast-in-place concrete, brick masonry, block masonry or precast concrete inlets, catch basins, junction boxes, spring boxes, manholes, concrete aprons and other minor drainage structures excluding endwalls, with all necessary metal grates, covers, frames, steps and other hardware, in accordance with the contract.

Measurement and Payment

Masonry Drainage Structure that incorporate an opening for circular pipe not exceeding 48" in diameter will be measured and paid in units of each for the actual number completed and accepted.

Masonry Drainage Structure exceeding a height of 5.0 ft will be measured and paid in linear feet for the portion of the drainage structure exceeding a height of 5.0 ft. The height will be measured vertically to the nearest 0.1 ft from the top of the bottom slab to the top of the wall. For that portion of Masonry Drainage Structure measured above a height of 10.0 ft, payment will be made at 1.3 times the contract unit price per linear foot for Masonry Drainage Structure.

Masonry Drainage Structures that incorporate an opening for circular pipe exceeding 48" in diameter, or for pipe arch of any size, will be measured and paid on a volume basis as provided below.

Masonry to be paid will be the number of cubic yards of cast-in-place concrete brick or block that has been incorporated into the completed and accepted structure. This quantity will be computed from the dimensions shown in the plans or from revised dimensions authorized by the Engineer. Where the wall thickness is greater than the wall thickness shown in the plans due to the use of oversize brick or for any other reason, the wall thickness shown in the plans will be used to compute quantities except where an increase in wall thickness has been authorized by the Engineer.

Pipe Collars will be measured and paid in cubic yards of concrete or brick that has been incorporated into the completed work. The cubic yards of pipe collars will be computed from the dimensions shown in the plans or from revised dimensions authorized by the Engineer.

<i>Pipe Plugs</i> will be measured and paid in cubic yards of completed and accepted pipe plug. The cubic yards of pip in the plans or from revised dimensions authorized by the I	e plugs will be computed from the dimensions shown
Frame with Grate, Std will be measured and pai incorporated into the completed work. No separate measure part of the assembly, as the grates, hoods and covers with the complete states are part of the assembly, as the grates, hoods and covers with the complete states.	rement will be made of grates, hoods, and covers that
Frame with Two Grates, Std will be measured and incorporated into the completed work. No separate measured are part of the assembly, as the grates, hoods and covers with the complete states are part of the assembly, as the grates, hoods and covers with the complete states.	rement will be made of grates, hoods, and covers that
Frame with Cover, Std will be measured and pai incorporated into the completed work. No separate measure part of the assembly, as the grates, hoods and covers with the complete states are part of the assembly, as the grates, hoods and covers with the complete states.	rement will be made of grates, hoods, and covers that
No separate payment will be made for concrete aprons 840.18, 840.19, 840.26, 840.27 and 840.28, as this work w	•
Foundation Conditioning will be paid as provided in Artic	le 300-9.
The above prices and payments will be full compensation f	For all work covered by this section.
Payment will be made under:	
Pay Item	Pay Unit
Masonry Drainage Structures	Each
Masonry Drainage Structures	Linear Foot
Masonry Drainage Structures	Cubic Yard
Pipe Collars	Cubic Yard

CONCRETE APRONS

Cubic Yard

Each

Each

Each

Description

Pipe Plugs

The contractor shall construct concrete aprons around existing drainage structures as directed by the engineer. Concrete aprons for catch basin or drop inlet shall be constructed using Class B or higher compressive strength concrete. All work shall meet the requirements of Section 825 of the <u>Standard Specifications</u>. Payment for concrete aprons shall be made per each and include all incidentals necessary for performing the work.

Measurement and Payment

Frame with Grates, Std.

Frame with Cover, Std. _____

Frame with Two Grates, Std. ____

Concrete Aprons will be measured and paid in units of each for actual number of aprons completed and accepted. Payment includes but is not limited to removing existing apron, hauling and disposal of debris and all

excavating and backfilling that may be necessary. This pay item is not for the construction of aprons around any drainage structure covered under the line item *Masonry Drainage Structures* as those aprons are considered incidental to the *Masonry Drainage Structures* line item.

Payment will be made under

Pay ItemPay UnitConcrete ApronsEach

CONCRETE CURB AND GUTTER

All concrete curb and gutter shall be constructed in accordance with Section 846 of the <u>Standard Specifications</u> and Roadway Standard Drawing 846.01. Concrete shall be Class B, and the concrete shall be given a light broom finish with the brush marks parallel to the curb line or gutter line. Concrete shall be of a North Carolina Department of Transportation approved mix design dispatched from a currently certified production facility. No concrete shall be placed until the forms and base have been inspected and approved by the Department of Transportation. Curb and gutter placed by machine shall not be placed until the string line and base have been inspected and approved by the Department of Transportation.

If the new curb and gutter is to replace existing curb and gutter the contractor will only be allowed to remove curb and gutter that he can replace in the same day. If the contractor removes more curb and gutter than he can replace on a given day then the contractor shall backfill all open trenches prior to halting operations for that day.

Measurement and Payment

" x" Concrete Curb will be measured and paid in linear feet, accepted in place, along the sur of the curb.	rface of the top
'" <i>Concrete Curb and Gutter</i> will be measured and paid in linear feet, accepted in place. will be made along the surface of the top of the curb.	Measurement

__' Concrete Gutter will be measured and paid in linear feet accepted in place. Measurement will be made along the surface of the top of the curb.

Shoulder Berm Gutter will be measured and paid in linear feet, accepted in place. Measurement will be made along the surface of the top of the curb.

Concrete Expressway Gutter will be measured and paid in linear feet, accepted in place. Measurement will be made along the surface of the top of the curb.

Concrete Valley Gutter will be measured and paid in linear feet, accepted in place. Measurement will be made along the surface of the top of the curb.

Work includes providing all materials, placing all concrete, excavating and backfilling, forming, finishing, constructing and sealing joints, and all incidentals necessary to complete the work. This item will include the construction of depressed curb for wheelchair ramps at all street intersections or as directed by the Engineer.

Payment will be made under:

Pay Item	Pay Unit
" x" Concrete Curb	Linear Foot
'" Concrete Curb and Gutter	Linear Foot
' Concrete Gutter	Linear Foot
Shoulder Berm Gutter	Linear Foot
Concrete Expressway Gutter	Linear Foot
Concrete Valley Gutter	Linear Foot

REMOVAL OF CONCRETE CURB AND GUTTER

Description

Removal of Curb and Gutter shall consist of the removal and disposal of all curb and gutter. If contractor replaces any length of old curb & gutter with new, then the removal of the existing concrete curb and gutter will be incidental to the contract unit price for the new curb and gutter.

Measurement and Payment

Removal of Concrete Curb & Gutter will be measured and paid as the actual number of linear feet of curb and gutter, measured to the nearest 0.1 ft that has been removed in accordance with this section.

Payment includes but is not limited to saw cutting, removal and disposal of the existing concrete curb and gutter and all incidentals involved.

Payment will be made under

Pay Item
Removal of Concrete Curb and Gutter
Linear Foot

CONCRETE SIDEWALK

Description

All concrete sidewalks shall be constructed in accordance with Section 848 of the <u>Standard Specifications</u> and Roadway Standard Drawing 848.01.

Construction Methods

Concrete shall be Class B, and the concrete shall be given a light broom finish with the brush marks transverse to the direction of traffic. Concrete shall be of a North Carolina Department of Transportation approved mix design dispatched from a currently certified production facility. No concrete shall be placed until the forms and base have been inspected and approved by the Department of Transportation.

A groove joint 1" deep with 1/8" radii shall be required in concrete sidewalk at 5' intervals. One 1/2" expansion joint will be required at 50' intervals. A 1/2" expansion joint will be required where the sidewalk joins any rigid structure or ties into existing sidewalk. If Contractor replaces any length of sidewalk with new, then the old sidewalk debris removal is to be incidental to the work.

No backfill shall be placed adjacent to the sidewalk until at least 3 curing days, as defined in Article 825-9, have elapsed. However, backfill shall be placed no later than 4 calendar days after completion of this 3 curing day time period. Backfill shall be compacted to a degree comparable to the adjacent undisturbed material. Vehicles may be permitted on the completed work after 7 curing days, as defined in Article 825-9, have elapsed.

Sidewalk shall be 6" thick when exposed to vehicular traffic and 4" thick in all other areas. The Engineer shall have the final say in determining sidewalk thickness.

Proposed concrete sidewalk shall match the width of the existing sidewalk.

Measurement and Payment

4" Concrete Sidewalk will be measured and paid in square yards, measured along the surface of the completed and accepted work. Such price includes, but is not limited to, excavating and backfilling, sawing the existing sidewalk, furnishing and placing concrete, and constructing and sealing joints.

Payment will be made under:

Pay Item4" Concrete Sidewalk

Pay Unit Square Yard

REMOVAL OF CONCRETE SIDEWALK

Description

Removal of Concrete Sidewalk shall consist of the removal and disposal of all sidewalk. If contractor replaces any section of old sidewalk with new, then the removal of the existing sidewalk will be incidental to the contract unit price for the 4" Concrete Sidewalk.

Measurement and Payment

Removal of Concrete Sidewalk will be measured and paid as the actual number of square yards of existing sidewalk measured along the surface that has been removed in accordance with this section.

Payment includes but is not limited to saw cutting, removal and disposal of the existing sidewalk and all incidentals involved.

Payment will be made under

Pay Item
Removal of Concrete Sidewalk

Pay Unit Square Yard

INCIDENTAL CONCRETE REPAIRS

Any miscellaneous work not covered under any other line item in the contract, including but not limited to special situations like reworking existing drainage boxes, repair of non-standard items, and so forth may be paid for by the man-hour under this line item. The scope of work to be performed under this line item shall be on an as-needed basis and as mutually agreed upon by the Engineer and the Contractor. The Engineer and Contractor shall mutually discuss any situation where this pay item is to be used prior to the performance of said work. NCDOT and the Contractor shall agree on an approximate number of man-hours (MHR) that will be satisfactory to the Department and the Contractor to complete this work before work on the item begins. This pay item shall not be used to perform significant amounts of work which would instead require negotiation of a supplemental agreement. It shall also not be used to supplement any other pay item, where payment of the item at the contract unit price is understood to include all labor and incidentals to perform the work as described elsewhere in this proposal or in the NCDOT Standard Specifications.

Measurement and Payment

Payment will be made under:

Pay Item Pay Unit Incidental Concrete Repairs......MHR

HIGH STRENGTH CONCRETE FOR DRIVEWAYS

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

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.

No direct payment will be made for the use of High Strength Concrete, as this work will be incidental to the contract unit price for 6" Concrete Driveway.

DETECTABLE WARNINGS FOR PROPOSED CURB RAMPS 1) 848 SP8 R12

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

Description

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

Materials

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

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

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

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

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

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

Construction Methods

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

Measurement and Payment

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

DETECTABLE WARNINGS TO RETROFIT EXISTING CURB RAMPS

(10-21-03) (Rev. 8-16-11) 848 SP8 R125

Description

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

Materials

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

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

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

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

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

(C) When steel or gray iron or ductile iron casting products are provided, only products that meet the requirements of Subarticle 106-1(B) of the 2012 Standard Specifications may be used. Submit to the

Engineer a Type 6 Certification, catalog cuts and installation procedures at least 30 days prior to installation for all.

Construction Methods

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

Measurement and Payment

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

Payment will be made under:

Pay ItemRetrofit Existing Curb Ramp

Pay Unit

Each

REMOVE AND REPLACE CURB RAMPS

(8-16-11) 848 SP8 R127

Description

Remove and replace curb ramps as directed by the Engineer. Perform all work in accordance with Section 848 of the 2012 Standard Specifications.

Measurement and Payment

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

Payment will be made under:

Pay ItemRemove and Replace Curb Ramps

Pay Unit

Each

MONOLITHIC CONCRETE ISLAND

Description

The Contractor shall construct a 5 inch monolithic island in accordance with Section 852 of the Standard Specifications, Roadway Standard Drawing 852.01, the contract, and plans. Class B concrete of a currently approved North Carolina Department of Transportation mix design shall be used. Concrete shall be given a sidewalk finish with brooming done transverse to the direction of traffic.

The island shall be anchored to the existing asphalt pavement surface with 40d spikes driven into the surface and staggered on 2 foot centers. When anchoring to corner pavement use ½" x 6" deform bars drilled and staggered on 2' centers. The Contractor shall place 1/2" expansion joints at 30 foot intervals joints 1 inch deep at 10 foot intervals between the expansion joints. The top ½" of expansion joints and the full depth of grooved joints shall be filled and sealed with a North Carolina Department of Transportation approved joint sealer

The Contractor shall form openings in the island as directed by the Engineer to accommodate sign posts.

All concrete shall be formed and placed in accordance with Section 420 of the Standard Specifications. No concrete shall be placed until the forms and concrete have been approved by the Engineer or his representative. The temperature of the concrete shall not be less than 50 degrees Fahrenheit at the time of placement. The air temperature measured at the jobsite, in the shade, away from artificial heat shall be a minimum of 35 degrees Fahrenheit before placement will be permitted. The Contractor shall cure the concrete in accordance with Section 420-17 of the Standard Specifications.

" Concrete Island Cover

_" Monolithic Concrete Islands ()

__" Monolithic Concrete Median ()

Measurement and Payment	
" Concrete Island Cover will be measured and paid in so placed and accepted. Measurement will be made along the work includes, but is not limited to, excavation and backfil concrete, forming holes for signposts and constructing and	e top surface of the completed island cover. This lling, constructing base, furnishing and placing
" Monolithic Concrete Islands () will be measured and placed and accepted. Measurement will be made parallel work includes, but is not limited to, excavation and baconcrete, forming holes for signposts and constructing and	of the bottom surface of the island or median. This ackfilling, constructing base, furnishing and placing
Payment will be made under:	
Pay Item	Pay Unit

Square Yard

Square Yard

Square Yard

ADDITIONAL CONCRETE

Description

The line items for *additional concrete* will be used to compensate the contractor for the extra concrete needed to construct concrete items such as 4" sidewalk, 6" driveways, and concrete curb and gutter on low subgrade that is low at no fault of the contractor. This line item is not to be used for the convenience of the contractor, but instead, as a means to compensate the contractor when situations arise that are beyond his control that will require the use of additional concrete.

Measurement and Payment

The amount of *additional concrete* shall be determined by taking measurement prior to pouring concrete or by first determining the cubic yards required to pour the typical line item. Then, subtract the calculated number by the total cubic yards of concrete used based on the quantity from the concrete ticket. The remainder will be considered *additional concrete*. The Contractor **MUST** get approval before utilizing this line item. The contractor will not be compensated for any *additional concrete* poured without prior approval.

Additional Concrete, Class "_" will be measured and paid in units of Cubic Yards. Such price will be considered full compensation for all materials, labor, equipment tools and incidentals required to complete the work beyond the line items listed in the contract.

Payment will be made under:

Pay Item	Pay Unit
Additional Concrete, Class AA	Cubic Yard
Additional Concrete, Class A	Cubic Yard
Additional Concrete, Class B	Cubic Yard

1000, 1002, 1005, 1024, 1050, 1056, 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:

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

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

			RE	TA CQUIREME	BLE 1000-		RETE				
of ete	np. h ys	Max		er-Cement I		Consist	tency Max. lump		Cement	Content	
Class of	Min. Comp. Strength at 28 days	Air-Entrained Concrete		Non Air-Entrained Concrete		ated	Vibrated Non-Vibrated		ated Non- Vib		ibrated
	Min St	Rounded Aggregate	Angular Aggre-gate	Rounded Aggregate	Angular Aggre-gate	Vibr	N ₀	Min.	Max.	Min.	Max.
Units	psi					inch	inch	lb/cy	lb/cy	lb/cy	lb/cy
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	-
В	2,500	0.488	0.567	0.559	0.630	2.5	4	508	-	545	-
B Slip Formed	2,500	0.488	0.567	-	-	1.5	-	508	-	-	-
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 10-1, 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:

ItemSectionType IL Blended Cement1024-1

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

Light- weight	ABC (M)	ABC	9	14M	78M	67	6M	57M	57	5	467M	4	Std. Size#		
ı	Í	ı	ı	1	ı	1	1	ı	1	1	100	100	2"		
1	100	100	ı		ı	ı	ı	100	100	100	95- 100	90-	1 1/2"	-	
1	75- 100	75-97	ı	1	ı	100	100	95- 100	95- 100	90-	ı	20-55	1"	-	AGG
ı	ı	ı	ı	1	100	90- 100	90-	ı	ı	20-55	35-70	0-15	3/4"	P	REG/
100	45-79	55-80	ı	1	98- 100	1	20-55	25-45	25-60	0-10	ı	1	1/2"	ercen	ATE (
80-	ı	ı	100	100	75- 100	20-55	0-20	ı	ı	0-5	0-30	0-5	3/8"	Percentage of Total by Weight Passing	FRAD
5- 40	20-40	35-55	85- 100	35-70	20-45	0-10	0-8	0-10	0-10	ı	0-5	1	#4	f Tota	DATION - CO.
0-20	ı	ı	10-40	5-20	0-15	0-5	ı	0-5	0-5	ı	ı	1	#8	d by V	N - C
ı	0- 25	25-45	ı		ı	1	ı	1	1	ı	ı	1	#10	Veight	OAR
0-10	I	ı	0-10	0-8	ı	1	ı	ı	1	ı	1	1	#16	Passi	SE AC
ı	I	14-30	ı		ı	1	ı	ı	1	ı	1	1	#40	ing	GRE
0-2.5	0-12 ^B	4-12 ^B	A	>	A	>	>	A	≯	>	A	A	#200	-	AGGREGATE GRADATION - COARSE AGGREGATE
AST	Maintenance Stabilization	Aggregate Base Course, Aggregate Stabilization	AST	Asphalt Plant Mix, AST, Weep Hole Drains, Str. Concrete	Asphalt Plant Mix, AST, Str. Conc, Weep Hole Drains	AST, Str. Concrete, Asphalt Plant Mix	AST	AST, Concrete Pavement	AST, Str. Concrete, Shoulder Drain, Sediment Control Stone	AST, Sediment Control Stone	Asphalt Plant Mix	Asphalt Plant Mix	Remarks		

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

All fencing material and accessories shall meet Section 106.

Page 10-73, Article 1056-1 DESCRIPTION, lines 7-8, delete the first sentence of the second paragraph and replace with the following:

Use geotextile fabrics that are on the NCDOT Approved Products List.

Page 10-73, Article 1056-2 HANDLING AND STORING, line 17, replace "mechanically stabilized earth (MSE) wall faces" with "temporary wall faces".

Page 10-74, TABLE 1056-1 GEOTEXTILE REQUIREMENTS, replace table with the following:

TABLE 1056-1 GEOTEXTILE REQUIREMENTS						
Proporty		Red	quirement (MA	RV ^A)		
Property	Type 1	Type 2	Type 3 ^B	Type 4	Type 5 ^C	Test
Typical	Shoulder	Under	Temporary	Soil	Temporary	Method
Application	Drains	Rip Rap	Silt Fence	Stabilization	Walls	
Elongation	≥ 50%	≥ 50%	≤ 25%	< 50%	< 50%	ASTM
(MD & CD)	≥ 3070	≥ 3070	≥ 2370	< 30%	< 30%	D4632
Grab Strength			100 lb			ASTM
(MD & CD)	_	_	100 10	_	_	D4632
Tear Strength	Table 1 ^D ,	Table 1 ^D ,		Table 1 ^D ,		ASTM
(MD & CD)	Class 3	Class 1	_	Class 3	-	D4533
Puncture Strength			_		_	ASTM
1 uncture Suengui			_		_	D6241
Ultimate Tensile Strength (MD & CD)	-	-	-	-	2,400 lb/ft (unless required otherwise in the contract)	ASTM D4595
Permittivity	Table 2 ^{D} ,				0.20 sec ⁻¹	ASTM D4491
Apparent			ent 15% to 50%	_	No. 30 ^E	ASTM
Opening Size		u Soil	Table 7 ^D	Table 5 ^D	110. 50	D4751
UV Stability (Retained Strength)		No. 200 ^E			70%	ASTM D4355

- **A.** MARV does not apply to elongation
- **B.** Minimum roll width of 36" required
- **C.** Minimum roll width of 13 ft required
- **D.** AASHTO M 288
- **E.** US Sieve No. per AASHTO M 92

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

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

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

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 table with the following:

Viscosity-Poises at 77°F ± 2°F Spindle No. Speed (RPM) Pot Life (Minutes) Pot Life (Minutes) Pot Life (Minutes) Tensile Elongation at 7 days (%) Tensile Elongation at 7 days (%) Min. Compressive Strength of 2". mortar cubes at 24 hours Min. Compressive Strength of 2" mortar cubes at 7 days Min. Bond Strength Slant Shear Test at 14 days (psi)	Gel Gel 1,500 1,500 (Neat) 1,500 1,500 (Neat)	Type 2 10-30 10-30 20 20 2,000 2,000 1,500 1,500	Type 3 25-75 25-75 4 4 4,000 1.0 1.0	Type 3A Gel 5-50 5-50 4,000 (Neat) 1.5	Type 4A 40-150 40-80 10 1,500 1,500 1,500 1,500 1,500	Type 4B 40-150 40-150 10 10 1,500 1,500 5,000 1,500 1,500	Type 5 1-6 1-6 20-60 20-60 1.00 1,500
	-						
Property	Type 1	Type 2	Type 3	Type 3A	Type 4A	Type 4B	Туре
Viscosity-Poises at 77°F ± 2°F	Gel	10-30	25-75	Gel	40-150	40-150	1-6
Spindle No.	1	ω	4	ŀ	4	4	2
Speed (RPM)	ı	20	20	ŀ	10	10	50
Pot Life (Minutes)	20-50	30-60	20-50	5-50	40-80	40-80	20-6
Minimum Tensile Strength at 7 days (psi)	1,500	2,000	4,000	4,000	1,500	1,500	4,00
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	6,00
Min. Compressive Strength of 2" mortar cubes at 7 days	5,000 (Neat)	1	1	1	1	5,000	1
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	1,50

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 this subarticle 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 this subarticle 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.

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

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

TRAFFIC CONTROL AND WORK ZONE SAFETY

The Contractor shall maintain traffic during construction and provide, install, and maintain all traffic control devices in accordance with these project guidelines, the Project Special Provisions, North Carolina Department of Transportation Standard Specifications and the current edition of the Manual of Uniform Traffic Control Devices (MUTCD).

The Contractor shall utilize complete and proper traffic controls and traffic control devices during all operations. All traffic control and traffic control devices required for any operation shall be functional and in place prior to the commencement of that operation. Signs for temporary operations shall be removed during periods of inactivity. The contractor is required to leave the project in a manner that will be safe to the traveling public and which will not impede motorists.

Traffic movements through lane closures on roads with two way traffic shall be controlled by flaggers stationed at each end of the work zone. In situations where sight distance is limited, the Contractor shall provide additional means of controlling traffic, including, but not limited to, two-way radios, pilot vehicles, or additional flaggers. Flaggers shall be competent personnel, adequately trained in flagging procedures, and furnished with proper safety devices and equipment, including, but not limited to, safety vests and stop/slow paddles.

All personnel when working on highway Right of Way shall wear an approved safety vest, or shirt or jacket which meets the color requirements of the <u>Manual of Uniform Traffic Control Devices</u> (MUTCD).

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.

Failure to comply with any of the requirements for safety and traffic control of this contract shall result in suspension of work as provided in subarticle 108-7(2) of the <u>Standard Specifications</u>.

NOTE: CONTRACTOR WILL ONLY BE RESPONSIBLE FOR TRAFFIC CONTROL ON SECONDARY ROADS. NCDOT WILL BE RESPONSIBLE FOR ALL PRIMARY ROADS SUCH AS INTERSTATES, US, AND NC ROUTES.

Traffic Control will be incidental to the work, and will be included in the unit bid price for the concrete items included in the contract. No lane closures shall be permitted on holidays.

STABILIZATION REQUIREMENTS

(11-4-11) 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	May 1 - September 1	
20#	Kentucky Bluegrass	20#	Kentucky Bluegrass
75#	Hard Fescue	75#	Hard Fescue
25#	Rye Grain	10#	German or Browntop Millet
500#	Fertilizer	500#	Fertilizer
4000#	Limestone	4000#	Limestone

Areas Beyond the Mowing Pattern, Waste and Borrow Areas

August 1 - June 1		May 1 - September 1		
100#	Tall Fescue	100#	Tall Fescue	
15#	Kentucky Bluegrass	15#	Kentucky Bluegrass	
30#	Hard Fescue	30#	Hard Fescue	
25#	Rye Grain	10#	German or Browntop Millet	
500#	Fertilizer	500#	Fertilizer	
4000#	Limestone	4000#	Limestone	

Approved Tall Fescue Cultivars

2 nd Millennium	Duster	Magellan	Rendition
Avenger	Endeavor	Masterpiece	Scorpion
Barlexas	Escalade	Matador	Shelby
Barlexas II	Falcon II, III, IV & V	Matador GT	Signia
Barrera	Fidelity	Millennium	Silverstar
Barrington	Finesse II	Montauk	Southern Choice II
Biltmore	Firebird	Mustang 3	Stetson
Bingo	Focus	Olympic Gold	Tarheel
Bravo	Grande II	Padre	Titan Ltd

Cayenne	Greenkeeper	Paraiso	Titanium
Chapel Hill	Greystone	Picasso	Tomahawk
Chesapeake	Inferno	Piedmont	Tacer
Constitution	Justice	Pure Gold	Trooper
Chipper	Jaguar 3	Prospect	Turbo
Coronado	Kalahari	Quest	Ultimate
Coyote	Kentucky 31	Rebel Exeda	Watchdog
Davinci	Kitty Hawk	Rebel Sentry	Wolfpack
Dynasty	Kitty Hawk 2000	Regiment II	
Dominion	Lexington	Rembrandt	

Approved Kentucky Bluegrass Cultivars

Alpine	Bariris	Envicta	Rugby
Apollo	Bedazzled	Impact	Rugby II
Arcadia	Bordeaux	Kenblue	Showcase
Arrow	Champagne	Midnight	Sonoma
Award	Chicago II	Midnight II	

Approved Hard Fescue Cultivars

Chariot	Nordic	Rhino	Warwick
Firefly	Oxford	Scaldis II	
Heron	Reliant II	Spartan II	
Minotaur	Reliant IV	Stonehenge	

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.

The cost of the seeding and mulching shall be considered incidental to the other contract items.

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 <u>NOT</u> 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 <u>found</u> pure seed and <u>found</u> 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:

Restricted Noxious	Limitations per	Restricted Noxious	Limitations per
Weed	Lb. Of Seed	Weed	Lb. of Seed
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

Bermudagrass

Browntop Millet

Korean Lespedeza German Millet – Strain R Weeping Lovegrass Clover – Red/White/Crimson

Carpetgrass

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

Common or Sweet Sundangrass

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

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

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

Centipedegrass Japanese Millet Crownvetch Reed Canary Grass

Pensacola Bahiagrass Zoysia

Creeping Red Fescue

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

Barnyard Grass
Big Bluestem
Little Bluestem
Bristly Locust
Birdsfoot Trefoil
Indiangrass
Orchardgrass
Switchgrass

Yellow Blossom Sweet Clover

STANDARD SPECIAL PROVISION

ERRATA

(1-17-12) (Rev. 1-21-14) 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 8

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

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, And Other Noxious Weeds)

(3-18-03) (Rev. 10-15-13) Z-04a

Within Quarantined Area

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

Originating in a Quarantined County

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

Contact

Contact the N.C. Department of Agriculture/United States Department of Agriculture at 1-800-206-9333, 919-733-6932, or http://www.ncagr.gov/plantind/ to determine those specific project sites located in the quarantined area or for any regulated article used on this project originating in a quarantined county.

Regulated Articles Include

- 1. Soil, sand, gravel, compost, peat, humus, muck, and decomposed manure, separately or with other articles. This includes movement of articles listed above that may be associated with cut/waste, ditch pulling, and shoulder cutting.
- 2. Plants with roots including grass sod.
- 3. Plant crowns and roots.
- 4. Bulbs, corms, rhizomes, and tubers of ornamental plants.
- 5. Hay, straw, fodder, and plant litter of any kind.

- 6. Clearing and grubbing debris.
- 7. Used agricultural cultivating and harvesting equipment.
- 8. Used earth-moving equipment.
- 9. Any other products, articles, or means of conveyance, of any character, if determined by an inspector to present a hazard of spreading imported fire ant, gypsy moth, witchweed or other noxious weeds.

MINIMUM WAGES

(7-21-09)

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.

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.

Z-5

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.

ON-THE-JOB TRAINING

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

Description

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

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

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

Minorities and Women

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

Assigning Training Goals

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

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:

of the journeyman wage for the first half of the training period 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.

State of North Carolina Department of Transportation



Small Business Enterprise (SBE) Form

Send completed form to:

Office of Equal Opportunity & Workforce Services ATTN: SBE & Mobility Officer 1511 Mail Service Center Raleigh, NC 27699-1511

Fax: 919-508-1818

Page 1 of 5

				-	6
(Name of Business)					-
					_
(Owner's Name – First Middle Last)(Title)				
(Street address)		(City)	(State)	(Zip)	-
(Mailing address if different from the	Street Address)	(City)	(State)	(Zip)	-
(Business Telephone)	(Fax Number)		()		
(Email	Address)		(FEDERAL TAX I.D. NUM	BER/ SOCIAL SECURITY NU	JMBER)
Is your business affiliated with an	ny other firm(s)? Yes	No	: If Yes, list company: _	<u>-</u>	
I hereby certify that the Busin accordance with the NCAC and S name of the Business and certific have its own financial resources application or in contract submit limited to the above firm being but The Business shall comply with a limited to the proposal or "bid" agreements entered into.	Small Business Enterplate of insurance shall as Information submit tals may result in all arred from doing businal terms and condition submitted, the plan	prise Prograf l be attached tted may be l applicable iness with Nons of any c s for the pro-	Im Guidelines. Insurance and to the contract proposal at a subject to verification by a civil and criminal penaltice ICDOT.	as required by NCDOT shall s required. The above Busi of NCDOT. False statement less being imposed, including tract consists of, but is not no for the project and any support	be in the ness shall ts on this g but not eccessarily
STATE OF:					
COUNTY OF					
Ι	, A Notary 1	Public for	said State, County, do h	ereby certify that	
			before me this day and		
due execution of the foregoin		"PP-uz-vu	socioro mio mas any ama	women was upon the	
Witness my hand and officia	l seal, this o	day of	20		
				Seal }	
(Signature Owner/Office	er)	(Notary Signature)		

My commission expires

State of North Carolina Department of Transportation



Small Business Enterprise Form

Send completed form to:

Office of Equal Opportunity & Workforce Services ATTN: SBE & Mobility Officer 1511 Mail Service Center Raleigh, NC 27699-1511

Page 2 of 5

Directions: *Indicate the type*(s) *of work your firm is interested in bidding on:*

TT	7*	TT! 1 D dt 10 II
Ha	uling	Highway Preparation and Grading
	Hauling (Asphalt)	☐ Clearing and grubbing
П	Hauling (Gravel, sand, debris, etc – not asphalt)	Roadway grading and excavation
T	descripe and English Control	Domino
	ndscaping and Erosion Control	Paving
	Mowing	☐ Asphalt surface treatment
	Temporary Silt Fence	☐ Concrete Pavement
	Landscape Planting	Milling Asphalt Pavement
		Crack and Joint Seal
		Crack and John Sear
	Selective Vegetation Removal	
	Litter Removal	Highway Finishing/Guardrail
		☐ Pavement Marking
Cor	ncrete and Masonry	Permanent Signing
	Brick masonry construction	☐ Fence
	Concrete curb and gutter	☐ Guardrail
	Incidental concrete construction	
_		Safety and ITS
	Concrete Barrier	☐ Sign lighting systems
		☐ Signal traffic management system
Dra	ainage	☐ Work Zone Signing
	Subsurface Drainage Installation	
	_	
	Pipe Culverts / storm drain installation	
		Aviation
Uti	lity Installation	☐ Vertical Construction
	Waterline Installation	☐ Clearing & Grubbing
	Sanitary Sewer Installation	☐ Paving
		☐ Electrical Projects
Fer	ry Division	
	Marine Welding	Transit
	Roof Replacements	Commercial/Institutional Building Construction
	Utility Road Bores	☐ Plumbing
	Plumbing repair services	☐ Heating/Air Conditioning
	Refrigeration repairs	☐ Janitorial
	HVAC repairs	Solid Waste Collection
		Solid waste Collection
	Marine HVAC repairs	
	Floor tile installation	
	Metal fabrication work	Other
	Janitorial services	☐ Building removal and demolition
	Concrete repair work	
	Wastewater services	☐ Construction Surveying
		☐ Painting Steel Structure
		
	The following information is coll-	ected for reporting purposes only
Plo	ase indicate gender of firm's owner:	Please indicate ethnicity of firm's owner:
1 16		
Ш	Male	Asian/Pacific American
	Female	☐ African American
		Caucasian American
		☐ Hispanic American
		Native American
		☐ Subcontinent Asian American

Ple	Please check the Divisions or Counties in which you are seeking work						
Div	vision	District 1	District 2	District 3			
	One	□ Camden □ Currituck □ Dare □ Gates □ Pasquotank □ Perquimans	□ Bertie □ Hertford □ Northamptor	Chowan Hyde Martin Tyrrell Washington			
	Two	☐ Beaufort ☐ Pitt	☐ Carteret☐ Craven☐ Pamlico	☐ Greene ☐ Jones ☐ Lenoir			
	Three	☐ Onslow ☐ Pender	□ Duplin □ Sampson	□ Brunswick □ New Hanover			
	Four	□ Edgecombe□ Halifax	□ Nash □ Wilson	☐ Johnston☐ Wayne			
	Five	□ Wake	□ Durham□ Granville□ Person	□ Franklin □ Vance □ Warren			
	Six	Robeson	CumberlandHarnett	□ Bladen □ Columbus			
	Seven	☐ Alamance ☐ Orange	□ Guilford	□ Caswell □ Rockingham			
	Eight	☐ Chatham☐ Randolph	☐ Hoke ☐ Lee ☐ Moore	□ Montgomery □ Richmond □ Scotland			
	Nine	□ Davidson □ Rowan	□ Davie □ Forsyth □ Stokes				
	Ten	☐ Cabarrus ☐ Stanly	☐ Mecklenburg	g			
	Eleven	□ Alleghany □ Surry □ Yadkin	□ Avery □ Caldwell □ Watauga	□ Ashe □ Wilkes			
	Twelve	☐ Cleveland ☐ Gaston	□ Alexander□ Iredell	□ Catawba □ Lincoln			
	Thirteen	□ Burke □ McDowell □ Mitchell □ Rutherford	□ Buncombe □ Madison □ Yancey				
	Fourteen	☐ Henderson ☐ Polk ☐ Transylvania	☐ Haywood☐ Jackson☐ Swain☐	☐ Cherokee ☐ Clay ☐ Graham ☐ Macon			

Public Transportation Division	Statewide	Statewide	Statewide
Rail Division	Statewide	Statewide	Statewide
Aviation Division	Statewide	Statewide	Statewide
Bicycle/Pedestrian Division	Statewide	Statewide	Statewide
Ferry Division	Brunswick	New Hanover	Other
Purchasing	General		

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). **BUSINESS DESIGNATION:** ☐ 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 #) SOCIAL SECURITY NO. ____ - ___ - ___ ___ ___ 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 American, 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). The IRS does not require your consent to any provision of this document other than the certifications required to avoid backup withholding. For complete certification instructions please see IRS FORM W-9 at http://www.irs.gov/pub/irs-pdf/fw9.pdf . NAME (Print or Type) TITLE (Print or Type) SIGNATURE DATE PHONE NUMBER

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To avoid payment delays, completed forms should be returned promptly to your local DOT office.

Contract No.	
County	

Rev. 4-19-11

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.

		Full n	ame of Corporation
		Addre	ess as Prequalified
Attest		By	
	Secretary/Assistant Secretary	•	President/Vice President/Assistant Vice President
	Select appropriate title		Select appropriate title
	Print or type Signer's name		Print or type Signer's name
			CORPORATE SEAL
Subscri	bed and sworn to before me this the		MUST BE NOTARIZED
	day of 20)	
			NOTARY SEAL
Signature	of Notary Public		
of	Count	ty	
State of			
My Cor	mmission Expires:		

Contract No.	
County	

Rev. 4-19-11

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.

Full Name of Partnership Address as Prequalified By Signature of Witness Signature of Partner Print or type Signer's name AFFIDAVIT MUST BE NOTARIZED

Signature of Notary Public	2
of	County
State of	
My Commission Expires:	

Subscribed and sworn to before me this the

NOTARY SEAL

Contract No	Rev. 4-19-11
County	

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

Fı	ull Name of Firm
	maga ag Dungungli Grad
Add	ress 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	T MUST BE NOTARIZED
Subscribed and sworn to before me this the day of 20	NOTARY SEAL
Signature of Notary Public ofCounty State of	
My Commission Expires:	

Rev	4-19-11	
Kev.	4-17-11	

Contract No.	
County	

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)				
(2)		Name of Joint Ventur	e	
(2)		Name of Contractor		
		Address as Prequalifie	ed	
Signature of Witness or Attest		Ву		Signature of Contractor
Print or type Signer's name			I	Print or type Signer's name
If Corporation, affix Corporate Seal (3)	and			
		Name of Contractor		
		Address as Prequalifie	ed	
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 (4)		and		
	Name	of Contractor (for 3 Joint V	Venture only)	
		Address as Prequalifie	ed	
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 thisday of20	Affidavit m Subscribed	NOTARY SEAL ust be notarized for Line (2 and sworn to before me th	is	NOTARY SEAL Affidavit must be notarized for Line (4) Subscribed and sworn to before me this day of20
Signature of Notary Public ofCounty		Signature of Notary Public		Signature of Notary Public ofCounty
State of	State of			State of
My Commission Expires:		ssion Expires:		My Commission Expires:

Contract No	Rev. 4-19-11
County	

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	
Traine of Contractor	Individual name
Trading and doing business as	
	Full name of Firm
Addres	ss as Prequalified
Signature of Witness	Signature of Contractor, Individually
Print or type Signer's name	Print or type Signer's name
AFFIDAVIT M	UST BE NOTARIZED
Subscribed and sworn to before me this the day of 20	NOTARY SEAL
Signature of Notary Public ofCounty State of	
My Commission Expires:	

Rev.	1 1	10	11

Contract No.	
County	

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	
AFFII	DAVIT MUST BE NOTARIZED
Subscribed and sworn to before me this the	e
day of 20	0 NOTARY SEAL
Cinnet on af Natura Daklin	
Signature of Notary Public ofCour	nty
State of	· · ·
My Commission Expires:	

Contract N	lo	
County		

Rev. 4-19-11

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.

Contract No.	
County	

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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.

North Carolina Department of Transportation <u>DIVISION CONTRACT BID FORM</u>

Work Order Number: 10.206011B, Etc Bid Opening: October 1, 2014

Description: Misc. Concrete Work

County: Mecklenburg

LINE	MASTER	SEC	ITEM DESCRIPTION	EST	UNIT	UNIT	AMOUNT BID
NO.	ITEM NO.	NO.		QUANT.		PRICE	
1	0000915000-N	SP	Mobilization	15	EA		
2	0000810000-N	SP	Generic Miscellaneous Item, Incidental Concrete Repair	80	MHR		
3	0318000000-Е	300	Foundation Conditioning Material, Minor Structures	50	TON		
4	0320000000-Е	300	Foundation Conditioning Geotextile	10	SY		
5	0366000000-Е	310	15" RC Pipe Culvert, Class III	100	LF		
6	0372000000-Е	310	18" RC Pipe Culvert, Class III	60	LF		
7	0378000000-Е	310	24" RC Pipe Culvert, Class III	60	LF		
8	0582000000-Е	310	15" Corrugated Steel Pipe	260	LF		
9	0588000000-Е	310	18" Corrugated Steel Pipe	100	LF		
10	0594000000-Е	310	24" Corrugated Steel Pipe	60	LF		
11	0995000000-Е	SP	Pipe Removal	50	LF		
12	2253000000-Е	840	Pipe Collar	5	CY		
13	2264000000-Е	840	Pipe Plug	5	CY		
14	2286000000-Е	840	Masonry Drainage Structures	10	EA		
15	2297000000-Е	840	Masonry Drainage Structures	5	CY		
16	2308000000-Е	840	Masonry Drainage Structures	10	LF		
17	2352000000-N	840	Frame with Grate, STD 840.16	8	EA		
18	2354000000-N	840	Frame with Grate, STD 840.22	2	EA		
19	2354200000-N	840	Frame with Grate, STD 840.24	2	EA		
20	2355000000-N	840	Frame with Grate, STD 840.29	2	EA		

LINE NO.	MASTER ITEM NO.	SEC NO.	ITEM DESCRIPTION	EST QUANT.	UNIT	UNIT PRICE	AMOUNT BID
21	2374000000-N		Frame with Grate & Hood, STD 840.03, Type **	4	EA		
22	2396000000-N	840	Frame with Cover, STD 840.54	2	EA		
23	2472000000-N	840	Generic Drainage Item, Traffic Bearing Junction Box STD 840.34	2	EA		
24	2473000000-N	SP	Generic Drainage Item, Concrete Apron	2	EA		
25	2473000000-N	SP	Generic Drainage Item, Remove and Replace Curb Ramps	10	EA		
26	2484000000-Е	SP	Generic Drainage Item, Removal of Concrete Curb & Gutter	200	LF		
27	2489000000-Е	SP	Generic Drainage Item, Removal of Concrete Sidewalk	100	SY		
28	2535000000-Е	846	9"x 12" Concrete Curb	100	LF		
29	2535000000-Е	846	9"x 18" Concrete Curb	200	LF		
30	2535000000-Е	846	8"x 6" Concrete Curb	100	LF		
31	2542000000-Е	846	1'6" Concrete Curb & Gutter	100	LF		
32	2549000000-Е	SP	2'6" Concrete Curb & Gutter	300	LF		
33	2556000000-Е	SP	Shoulder Berm Gutter	50	LF		
34	2577000000-Е	SP	Concrete Expressway Gutter	50	LF		
35	2580000000-Е	SP	Concrete Valley Gutter	400	LF		
36	2495000000-Е	SP	Additional Concrete, Class AA	50	CY		
37	2495000000-Е	SP	Additional Concrete, Class A	50	CY		
38	2495000000-Е	SP	Additional Concrete, Class B	50	CY		
39	2591000000-Е	848	4" Concrete Sidewalk	150	SY		
40	2600000000-N	SP	Retrofit Existing Curb Ramp	20	EA		
41	2605000000-N	848	Concrete Curb Ramp	20	EA		
42	2612000000-Е	848	6" Concrete Driveway	25	SY		
43	2619000000-Е	850	4" Concrete Paved Ditch	50	SY		
44	2627000000-Е	852	4" Concrete Island Cover	50	SY		
45	2647000000-E	SP	5" Concrete Monolithic Island (Asphalt Surface Mounted)	150	SY		
46	264700000-Е	SP	5" Concrete Monolithic Island (Concrete Surface Mounted)	150	SY		
47	2655000000-Е	852	5" Conc. Monolithic Island (Key-In)	150	SY		

	LINE NO.	MASTER ITEM NO.	SEC NO.		EST QUANT.	UNIT	UNIT PRICE	AMOUNT BID
1	48	2860000000-Е	859	Convert Catch Basin to Junction Box	2	EA		

TOTAL BID FOR PROJECT:		\$
CONTRACTOR	Federal ID No	
ADDRESS	Contr. License No	
	Telephone No	
Vendor Number		CORPORATE
Authorized Agent	Title	SEAL
Signature	Date	
Witness	Title	
Signature	Date	