

STATE OF NORTH CAROLINA  
DEPARTMENT OF TRANSPORTATION  
HIGHWAY DIVISION 3

## PROPOSAL

**DATE AND TIME OF BID OPENING: FEBRUARY 18, 2016 AT 2:00 PM**

**CONTRACT ID: DC00135**

**WBS ELEMENT NO.: 2016CPT.03.36.20311**

**FEDERAL AID NO.: NA**

**COUNTY: DUPLIN COUNTY**

**TIP NO.: NA**

**MILES: 4.704 MILES**

**ROUTE NO.: SR 1302, SR 1102 & SR 1730**

**LOCATION: VARIOUS SECONDARY ROADS**

**TYPE OF WORK: RESURFACING & PAVEMENT MARKINGS, ETC.**

**NOTICE:**

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

**THIS IS A ROADWAY PROJECT.**

**BID BONDS ARE REQUIRED.**

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**NAME OF BIDDER**

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**ADDRESS OF BIDDER**

**PROPOSAL FOR THE CONSTRUCTION OF  
CONTRACT No. DC00135 IN DUPLIN COUNTY, NORTH CAROLINA**

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

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

The Bidder has carefully examined the location of the proposed work to be known as Contract No. **DC00135**; has carefully examined the plans and specifications, which are acknowledged to be part of the proposal, the special provisions, the proposal, the form of contract, and the forms of contract payment bond and contract performance bond; and thoroughly understands the stipulations, requirements and provisions. The undersigned bidder agrees to bound upon his execution of the bid and subsequent award to him by the Department of Transportation in accordance with this proposal to provide the necessary contract payment bond and contract performance bond within fourteen days after the written notice of award is received by him. The undersigned Bidder further agrees to provide all necessary machinery, tools, labor, and other means of construction; and to do all the work and to furnish all materials, except as otherwise noted, necessary to perform and complete the said contract in accordance with *the 2012 Standard Specifications for Roads and Structures* by the dates(s) specified in the Project Special Provisions and in accordance with the requirements of the Engineer, and at the unit or lump sum prices, as the case may be, for the various items given on the sheets contained herein.

The Bidder shall provide and furnish all the materials, machinery, implements, appliances and tools, and perform the work and required labor to construct and complete State Highway Contract No. **DC00135** in **DUPLIN COUNTY**, for the unit or lump sum prices, as the case may be, bid by the Bidder in his bid and according to the proposal, plans, and specifications prepared by said Department, which proposal, plans, and specifications show the details covering this project, and hereby become a part of this contract.

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

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

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

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

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

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## 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 may cause the bid to be considered irregular and may be grounds for rejection of the bid.

#### TRADITIONAL PAPER BIDS:

1. Download the entire proposal from the Connect NCDOT website and return the entire proposal with your bid.
2. All entries on the itemized proposal sheet (bid form) shall be written in ink or typed.
3. The Bidder shall submit a unit price for every item on the itemized proposal sheet. The unit prices for the various contract items shall be written in figures. Unit prices shall be rounded off by the Bidder to contain no more than FOUR decimal places.
4. An amount bid shall be entered on the itemized proposal 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" column of the form.
5. The total amount bid shall be written in figures in the proper place on the bid form. The total amount bid shall be determined by adding the amounts bid for each item.
6. Changes to 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. Do not use correction fluid, correction tape or similar product to make corrections.
7. The bid shall be properly executed on the included **Execution of Bid – Non-collusion Affidavit, Debarment Certification and Gift Ban Certification** form. All bids shall show the following information:
  - a. Name of corporation, partnership, limited liability company, joint venture, individual or firm, submitting bid.  
Corporations that have a corporate seal should include it on the bid.
  - b. Name of individual or representative submitting bid and position or title held on behalf of the bidder.
  - c. Name, signature, and position or title of witness.
  - d. Completed attestation by Notary Public**Note: Signer, Witness and Notary Public must be different individuals.**
8. The bid shall not contain any unauthorized additions, deletions, or conditional bids.
9. 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.
10. **THE PROPOSAL WITH THE ITEMIZED PROPOSAL SHEET ATTACHED SHALL BE PLACED IN A SEALED ENVELOPE AND SHALL BE DELIVERED TO AND RECEIVED IN THE NCDOT DIVISION 15 OFFICE, LOCATED AT 5501 BARBADOS BLVD., BY 2:00 PM ON THURSDAY, FEBRUARY 18, 2016.**
11. The sealed bid must display the following statement on the front of the sealed envelope:

**QUOTATION FOR DC00135: RESURFACING AND PAVEMENT MARKING, ETC. ON VARIOUS  
SECONDARY ROADS IN DUPLIN CO. TO BE OPENED AT 2:00 PM ON THURSDAY,  
FEBRUARY 18, 2016.**

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

**N. C. DEPARTMENT OF TRANSPORTATION  
ATTN: Lloyd G. Royall, Jr., PLS  
5501 Barbados Blvd.  
Castle Hayne, NC 28429**

**OPTIONAL COMPUTER BID PREPARATION:**

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

**PROJECT SPECIAL PROVISIONS**

**GENERAL**

**NOTES TO CONTRACTOR:**

Map No. 2 SR 1102 (Brices Store Rd.): The Contractor shall not perform any work from MP 9.272 to MP 9.357 in the area of Duplin Bridge No. 24.

**DIVISION LET CONTRACT PREQUALIFICATION:**

(07-01-14)

SPD 01-410

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

**CONTRACT TIME AND LIQUIDATED DAMAGES:**

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

108

SP1 G10 A

The date of availability for this contract is **April 11, 2016**.

The completion date for this contract is **August 19, 2016**.

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

The liquidated damages for this contract are **Six Hundred Dollars (\$ 600.00)** per calendar day.

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

(2-20-07)

108

SP1 G14 A

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

**DAY AND TIME RESTRICTIONS**

**MONDAY thru SUNDAY  
7:00 PM to 8:30 AM**

**(NO NIGHT WORK)**

In addition, the Contractor shall not close or narrow a lane of traffic on **ANY ROAD**, 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 AM** December 31st and **7:00 PM** January 2nd. If New Year's Day is on a Friday, Saturday, Sunday or Monday, then until **7:00 PM** the following Tuesday.
3. For **Easter**, between the hours of **6:00 AM** Thursday, March 24<sup>th</sup> and **8:30 AM** Monday, April 4<sup>th</sup>.
4. For **Memorial Day**, between the hours of **6:00 AM** Friday and **7:00 PM** Tuesday.
5. For **Independence Day**, between the hours of **6:00 AM** the day before Independence Day and **7:00 PM** the day after Independence Day.  
  
If **Independence Day** is on a Friday, Saturday, Sunday or Monday, then between the hours of **6:00 AM** the Thursday before Independence Day and **7:00 PM** the Tuesday after Independence Day.
6. For **Labor Day**, between the hours of **6:00 AM** Friday and **7:00 PM** Tuesday.
7. For **Thanksgiving Day**, between the hours of **6:00 AM** Tuesday and **7:00 PM** Monday.
8. For **Christmas**, between the hours of **6:00 AM** the Friday before the week of Christmas Day and **7:00 PM** the following Tuesday after the week of Christmas Day.



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

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

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

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

**RAILROAD GRADE CROSSING:**

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

107-9

SP1 G17R

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

**MAJOR CONTRACT ITEMS:**

(2-19-02)

104

SP1 G28

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

<b>Line #</b>	<b>Description</b>
6 —	Asphalt Concrete Surface Course, Type S9.5 B

**SPECIALTY ITEMS:**

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

108-6

SP1 G37

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

<b>Line #</b>	<b>Description</b>
14 & 15	Long-Life Pavement Markings
16	Permanent Pavement Markers
17 - 28	Erosion Control

**SCHEDULE OF ESTIMATED COMPLETION PROGRESS:**

(7-15-08) (Rev. 5-19-15)

108-2

SP1 G58

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

2016	(7/01/15 - 6/30/16)	<b>80</b> % of Total Amount Bid
2017	(7/01/16 - 6/30/17)	<b>20</b> % of Total Amount Bid

The Contractor shall also furnish his own progress schedule in accordance with Article 108-2 of the *2012 Standard Specifications*. Any acceleration of the progress as shown by the Contractor's progress schedule over the progress as shown above shall be subject to the approval of the Engineer.

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

(10-16-07)(Rev. 2-16-16)

102-15(J)

SP1 G67

**Description**

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

**Definitions**

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

*JC-1 Joint Check Notification Form* - Form and procedures for joint check notification. The form acts as a written joint check agreement among the parties providing full and prompt disclosure of the expected use of joint checks.

<http://connect.ncdot.gov/projects/construction/Construction%20Forms/Joint%20Check%20Notification%20Form.pdf>

*Letter of Intent* - Form signed by the Contractor and the MBE/WBE subcontractor, manufacturer or regular dealer that affirms that a portion of said contract is going to be performed by the signed MBE/WBE for the amount listed at the time of bid.

<http://connect.ncdot.gov/letting/LetCentral/Letter%20of%20Intent%20to%20Perform%20as%20a%20Subcontractor.pdf>

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

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

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

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

## **MBE and WBE Goal**

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

(A) Minority Business Enterprises **0.0 %**

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

(B) Women Business Enterprises **0.0 %**

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

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

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

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

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

### **Listing of MBE/WBE Subcontractors**

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

- (A) *If either the MBE or WBE goal is more than zero*,
  - (1) Bidders, at the time the bid proposal is submitted, shall submit a listing of MBE/WBE participation, including the names and addresses on *Listing of MBE and WBE Subcontractors* contained elsewhere in the contract documents in order for the bid to be considered responsive. Bidders shall indicate the total dollar value of the MBE and WBE participation for the contract.
  - (2) If bidders have no MBE or WBE participation, they shall indicate this on the *Listing of MBE and WBE Subcontractors* by entering the word "None" or the number "0." This form shall be completed in its entirety. **Blank forms will not be deemed to represent zero participation.** Bids submitted that do not have MBE and WBE participation indicated on the appropriate form will not be read publicly during the opening of bids. The Department will not consider these bids for award and the proposal will be rejected.
  - (3) The bidder shall be responsible for ensuring that the MBE/WBE is certified at the time of bid by checking the Directory of Transportation Firms. If the firm is not certified at the time of the bid-letting, that MBE's or WBE's participation will not count towards achieving the corresponding goal.

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

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

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

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

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

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

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

The documentation shall be received in the office of the Engineer no later than 12:00 noon of the sixth calendar day following opening of bids, unless the sixth day falls on Saturday, Sunday or an official state holiday. In that situation, it is due in the office of the Engineer no later than 12:00 noon on the next official state business day.

If the bidder fails to submit the Letter of Intent from each committed MBE and WBE to be used toward the MBE and WBE goals, or if the form is incomplete (i.e. both signatures are not present), the MBE/WBE participation will not count toward meeting the MBE/WBE goal. If the lack of this participation drops the commitment below either the MBE or WBE goal, the Contractor shall submit evidence of good faith efforts for the goal not met, completed in its entirety, to the Engineer no later than 12:00 noon of the eighth calendar day following opening of bids, unless the eighth day falls on Saturday, Sunday or an official state holiday. In that

situation, it is due in the office of the Engineer no later than 12:00 noon on the next official state business day.

### **Submission of Good Faith Effort**

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

One complete set and **5** copies of this information shall be received in the office of the Engineer no later than 12:00 noon of the sixth calendar day following opening of bids, unless the sixth day falls on Saturday, Sunday or an official state holiday. In that situation, it is due in the office of the Engineer no later than 12:00 noon on the next official state business day.

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

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

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

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

- (A) Soliciting through all reasonable and available means (e.g. attendance at pre-bid meetings, advertising, written notices, use of verifiable electronic means through the use of the NCDOT Directory of Transportation Firms) the interest of all certified MBEs/WBEs who have the capability to perform the work of the contract. The bidder must solicit this interest within at least 10 days prior to bid opening to allow the MBEs/WBEs to respond to the solicitation. Solicitation shall provide the opportunity to MBEs/WBEs within the Division and surrounding Divisions where the project is located. The bidder must determine with certainty if the MBEs/WBEs are interested by taking appropriate steps to follow up initial solicitations.

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



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

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

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

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

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

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

## Counting MBE/WBE Participation Toward Meeting MBE/WBE Goals

### (A) Participation

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

### (B) Joint Checks

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

### (C) Subcontracts (Non-Trucking)

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

### (D) Joint Venture

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

### (E) Suppliers

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

(F) **Manufacturers and Regular Dealers**

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

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

**Commercially Useful Function**

(A) **MBE/WBE Utilization**

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

(B) **MBE/WBE Utilization in Trucking**

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

- (1) The MBE/WBE shall be responsible for the management and supervision of the entire trucking operation for which it is responsible on a particular contract, and

there shall not be a contrived arrangement for the purpose of meeting the MBE or WBE goal.

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

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

### **MBE/WBE Replacement**

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

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

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

#### **(A) Performance Related Replacement**

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

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

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

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

### **Changes in the Work**

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

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

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

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

### **Reports and Documentation**

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

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

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

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

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

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

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

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

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

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

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

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

### **Failure to Meet Contract Requirements**

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

### **LOCATING EXISTING UNDERGROUND UTILITIES:**

(3-20-12)

105

SP1 G115

Revise the *2012 Standard Specifications* as follows:

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

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

### **RESOURCE CONSERVATION AND ENV. SUSTAINABLE PRACTICES:**

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

104-13

SP1 G118

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

To achieve the mission of reducing environmental impacts across the state, the Department is committed to supporting the efforts to initiate, develop and use products and construction methods that incorporate the use of recycled, solid waste products and environmentally sustainable practices in accordance with Article 104-13 of the *Standard Specifications*.

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

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



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

**DOMESTIC STEEL:**

(4-16-13)

106

SP1 G120

Revise the *2012 Standard Specifications* as follows:

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

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

**OUTSOURCING OUTSIDE THE USA:**

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

SP1 G150

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

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

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

**GIFTS FROM VENDORS AND CONTRACTORS:**

(12-15-09)

107-1

SP1 G152

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

- (A) Have a contract with a governmental agency; or
- (B) Have performed under such a contract within the past year; or

- (C) Anticipate bidding on such a contract in the future.

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

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

**LIABILITY INSURANCE:**

(5-20-14)

SP1 G160

Revise the *2012 Standard Specifications* as follows:

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

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

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

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

105-16, 225-2, 16

SP1 G180

**General**

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

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

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

- (D) *Certified Designer* - Provide a certified designer for the design of the erosion and sediment control/stormwater component of reclamation plans and, if applicable, for the design of the project erosion and sediment control/stormwater plan.

### **Roles and Responsibilities**

- (A) *Certified Erosion and Sediment Control/Stormwater Supervisor* - The Certified Supervisor shall be Level II and responsible for ensuring the erosion and sediment control/stormwater plan is adequately implemented and maintained on the project and for conducting the quality control program. The Certified Supervisor shall be on the project within 24 hours notice from initial exposure of an erodible surface to the project's final acceptance. Perform the following duties:
- (1) **Manage Operations** - Coordinate and schedule the work of subcontractors so that erosion and sediment control/stormwater measures are fully executed for each operation and in a timely manner over the duration of the contract.
    - (a) Oversee the work of subcontractors so that appropriate erosion and sediment control/stormwater preventive measures are conformed to at each stage of the work.
    - (b) Prepare the required National Pollutant Discharge Elimination System (NPDES) Inspection Record and submit to the Engineer.
    - (c) Attend all weekly or monthly construction meetings to discuss the findings of the NPDES inspection and other related issues.
    - (d) Implement the erosion and sediment control/stormwater site plans requested.
    - (e) Provide any needed erosion and sediment control/stormwater practices for the Contractor's temporary work not shown on the plans, such as, but not limited to work platforms, temporary construction, pumping operations, plant and storage yards, and cofferdams.
    - (f) Acquire applicable permits and comply with requirements for borrow pits, dewatering, and any temporary work conducted by the Contractor in jurisdictional areas.
    - (g) Conduct all erosion and sediment control/stormwater work in a timely and workmanlike manner.
    - (h) Fully perform and install erosion and sediment control/stormwater work prior to any suspension of the work.
    - (i) Coordinate with Department, Federal, State and Local Regulatory agencies on resolution of erosion and sediment control/stormwater issues due to the Contractor's operations.
    - (j) Ensure that proper cleanup occurs from vehicle tracking on paved surfaces or any location where sediment leaves the Right-of-Way.
    - (k) Have available a set of erosion and sediment control/stormwater plans that are initialed and include the installation date of Best Management Practices. These practices shall include temporary and permanent groundcover and be properly updated to reflect necessary plan and field

changes for use and review by Department personnel as well as regulatory agencies.

- (2) Requirements set forth under the NPDES Permit - The Department's NPDES Stormwater permit (NCS000250) outlines certain objectives and management measures pertaining to construction activities. The permit references *NCG010000, General Permit to Discharge Stormwater* under the NPDES, and states that the Department shall incorporate the applicable requirements into its delegated Erosion and Sediment Control Program for construction activities disturbing one or more acres of land. The Department further incorporates these requirements on all contracted bridge and culvert work at jurisdictional waters, regardless of size. Some of the requirements are, but are not limited to:
  - (a) Control project site waste to prevent contamination of surface or ground waters of the state, i.e. from equipment operation/maintenance, construction materials, concrete washout, chemicals, litter, fuels, lubricants, coolants, hydraulic fluids, any other petroleum products, and sanitary waste.
  - (b) Inspect erosion and sediment control/stormwater devices and stormwater discharge outfalls at least once every 7 calendar days, twice weekly for construction related *Federal Clean Water Act, Section 303(d)* impaired streams with turbidity violations, and within 24 hours after a significant rainfall event of 0.5 inch that occurs within a 24 hour period.
  - (c) Maintain an onsite rain gauge or use the Department's Multi-Sensor Precipitation Estimate website to maintain a daily record of rainfall amounts and dates.
  - (d) Maintain erosion and sediment control/stormwater inspection records for review by Department and Regulatory personnel upon request.
  - (e) Implement approved reclamation plans on all borrow pits, waste sites and staging areas.
  - (f) Maintain a log of turbidity test results as outlined in the Department's Procedure for Monitoring Borrow Pit Discharge.
  - (g) Provide secondary containment for bulk storage of liquid materials.
  - (h) Provide training for employees concerning general erosion and sediment control/stormwater awareness, the Department's NPDES Stormwater Permit NCS000250 requirements, and the applicable requirements of the *General Permit, NCG010000*.
  - (i) Report violations of the NPDES permit to the Engineer immediately who will notify the Division of Water Quality Regional Office within 24 hours of becoming aware of the violation.
- (3) Quality Control Program - Maintain a quality control program to control erosion, prevent sedimentation and follow provisions/conditions of permits. The quality control program shall:

- (a) Follow permit requirements related to the Contractor and subcontractors' construction activities.
- (b) Ensure that all operators and subcontractors on site have the proper erosion and sediment control/stormwater certification.
- (c) Notify the Engineer when the required certified erosion and sediment control/stormwater personnel are not available on the job site when needed.
- (d) Conduct the inspections required by the NPDES permit.
- (e) Take corrective actions in the proper timeframe as required by the NPDES permit for problem areas identified during the NPDES inspections.
- (f) Incorporate erosion control into the work in a timely manner and stabilize disturbed areas with mulch/seed or vegetative cover on a section-by-section basis.
- (g) Use flocculants approved by state regulatory authorities where appropriate and where required for turbidity and sedimentation reduction.
- (h) Ensure proper installation and maintenance of temporary erosion and sediment control devices.
- (i) Remove temporary erosion or sediment control devices when they are no longer necessary as agreed upon by the Engineer.
- (j) The Contractor's quality control and inspection procedures shall be subject to review by the Engineer. Maintain NPDES inspection records and make records available at all times for verification by the Engineer.

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

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

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

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

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

- (1) Seeding and Mulching
- (2) Temporary Seeding
- (3) Temporary Mulching

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

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

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

### **Preconstruction Meeting**

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

### **Ethical Responsibility**

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

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

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

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

- (A) Failure to adequately perform the duties as defined within this certification provision.

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

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

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

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

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

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

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

### **Measurement and Payment**

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

### **PROCEDURE FOR MONITORING BORROW PIT DISCHARGE:**

(2-20-07) (Rev. 3-19-13)

105-16, 230, 801

SP1 G181

Water discharge from borrow pit sites shall not cause surface waters to exceed 50 NTUs (nephelometric turbidity unit) in streams not designated as trout waters and 10 NTUs in streams, lakes or reservoirs designated as trout waters. For lakes and reservoirs not designated as trout

waters, the turbidity shall not exceed 25 NTUs. If the turbidity exceeds these levels due to natural background conditions, the existing turbidity level shall not be increased.

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

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

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

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

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

The Contractor shall use the *NCDOT Turbidity Reduction Options for Borrow Pits Matrix*, available at [http://www.ncdot.gov/doh/operations/dp\\_chief\\_eng/roadside/fieldops/downloads/](http://www.ncdot.gov/doh/operations/dp_chief_eng/roadside/fieldops/downloads/)



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

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

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

**EMPLOYMENT:**

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

108, 102

SP1 G184

Revise the *2012 Standard Specifications* as follows:

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

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

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

**STATE HIGHWAY ADMINISTRATOR TITLE CHANGE:**

(9-18-12)

SP1 G185

Revise the *2012 Standard Specifications* as follows:

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

**SUBLETTING OF CONTRACT:**

(11-18-2014)

108-6

SP1 G186

Revise the *2012 Standard Specifications* as follows:

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

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

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

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

## **PROJECT SPECIAL PROVISIONS**

### **ROADWAY**

#### **SHOULDER RECONSTRUCTION PER SHOULDER MILE:**

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

560

SP1 R07FR

#### **Description**

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

#### **Materials**

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

#### **Construction Methods**

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

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

#### **Measurement and Payment**

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

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

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

*Seeding and Mulching* will be measured and paid as shown elsewhere in the contract documents.

Payment will be made under:

**Pay Item**

Shoulder Reconstruction  
Borrow Excavation

**Pay Unit**

Shoulder Mile  
Cubic Yard

**SHOULDER RECONSTRUCTION PROCEDURE:**

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

560

SP1 R10BR

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

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

**CONSTRUCTION SEQUENCE:**

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

560

SP1 R34R

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

**INCIDENTAL STONE BASE:**

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

545

SP5 R28R

**Description**

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

**Materials and Construction**

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

## Measurement and Payment

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

### **ASPHALT PAVEMENTS - SUPERPAVE:**

(6-19-12) (Rev. 1-19-16)

605, 609, 610, 650

SP6 R01

Revise the *2012 Standard Specifications* as follows:

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

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

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

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

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

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

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

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

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

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

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

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

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

<b>TABLE 610-1 MIXING TEMPERATURE AT THE ASPHALT PLANT</b>	
<b>Binder Grade</b>	<b>JMF Mix Temperature</b>
PG 58-28; PG 64-22	250 - 290°F
PG 70-22	275- 305°F
PG 76-22	300- 325°F

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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



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

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

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

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

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

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

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

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

$$PA = (165 - LR\#) 5$$

Where:

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

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

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

**SHOULDER WEDGE:**

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

610

SP6 R03R

Revise the *2012 Standard Specifications* as follows:

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

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

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

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

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

609

SP6 R15

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

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

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

**PRICE ADJUSTMENT - ASPHALT BINDER FOR PLANT MIX:**

(11-21-00)

620

SP6 R25

Price adjustments for asphalt binder for plant mix will be made in accordance with Section 620 of the *2012 Standard Specifications*.

The base price index for asphalt binder for plant mix is **\$ 401.43** per ton.

This base price index represents an average of F.O.B. selling prices of asphalt binder at supplier's terminals on **January 1, 2016**.

**FINAL SURFACE TESTING NOT REQUIRED:**

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

610

SP6 R45

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

**PAVING INTERSECTIONS:**

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

610

SP6 R67BR

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

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

Widen the pavement on curves as directed by the Engineer.

**PAVING DRIVEWAYS AND MAILBOX TURNOUTS:**

(8-21-12)

610

SP6 R70BR

Condition, prime, and surface all driveway and mailbox turnouts as directed by the Engineer. Place pavement on driveway and mailbox turnouts of the same material as used on the main line and in depths directed by the Engineer. Widen the pavement on curves as directed by the Engineer.

**PATCHING EXISTING PAVEMENT (MILL) :**

(10-23-13)

DDC\_REV

**Description:**

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

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

**Construction Methods:**

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

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

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

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

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

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

**Method of Measurement:**

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

**Basis of Payment:**

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

The above price and payment will be full compensation for all work covered by this provision, including but not limited to removal and disposal of pavement; furnishing and applying tack

coat; furnishing, placing, and compacting of asphalt plant mix; furnishing of asphalt binder for the asphalt plant mix; and furnishing scales.

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

Patching Existing Pavement will be considered a minor item. In the event that the item of Patching Existing Pavement overruns the original bid quantity by more than 100 percent, the provisions of Article 104-5 of the *Standard Specifications* pertaining to revised contract unit price for overrunning minor items will not apply to this item.

Payment will be made under:

<b>Pay Item</b>	<b>Pay Unit</b>
Patching Existing Pavement (Mill)	Ton

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

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

R6 R88 Rev.

#### **Description**

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

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

#### **Construction Methods**

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

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

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

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

The Contractor may be required to make multiple passes with the milling machine to achieve additional depth of the patch at the direction of the engineer. There will be no additional payment for additional passes as all work will be compensated at the unit price for the type of

mill patching to be performed. The Contractor will utilize a maximum milling head width of 4 feet unless otherwise allowed by the Engineer.

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

### **Method of Measurement**

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

### **Basis of Payment**

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

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

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

Patching Existing Pavement will be considered a minor item.  
Payment will be made under:

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

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

Div.3-SPI

SPI

Valve boxes and meter boxes shall be adjusted in accordance with Section 858 of the *Standard Specifications*. This item consists of raising or lowering existing valve boxes to match the finished surface grade.

Adjustment to meter boxes and valve boxes on this project shall be made by the use of an approved Rapid Set Grout, Mortar, or Concrete that will take full set and become load bearing within sixty minutes of placement. A list of approved materials will be furnished to the Contractor by the Resident Engineer.

The Contractor shall replace worn meter box frames and covers, and worn valve box frames and covers, as directed by the Engineer, with a new frame and cover assembly. These assemblies will be furnished at no cost to the Contractor by the Department or utility owner.

The Contractor shall construct a temporary ramp of bituminous plant mix around all structures that have been adjusted, unless otherwise directed by the Engineer.

Basis of payment will be under *Adjustment to Valve Boxes*, per each in accordance with Article 858-4 of the *Standard Specifications*.

**MATERIALS:**

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

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

SP10 R01

Revise the *2012 Standard Specifications* as follows:

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

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

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

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

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

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

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

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

<b>Item</b>	<b>Section</b>
Type IL Blended Cement	1024-1

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

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

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

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

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

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



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

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

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

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

**(H) Handling and Storing Test Panels**

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

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

<b>TABLE 1005-1 AGGREGATE GRADATION - COARSE AGGREGATE</b>													
<b>Percentage of Total by Weight Passing</b>													
<b>Std. Size #</b>	<b>2"</b>	<b>1 1/2"</b>	<b>1"</b>	<b>3/4"</b>	<b>1/2"</b>	<b>3/8"</b>	<b>#4</b>	<b>#8</b>	<b>#10</b>	<b>#16</b>	<b>#40</b>	<b>#200</b>	<b>Remarks</b>
4	100	90-100	20-55	0-15	-	0-5	-	-	-	-	-	A	Asphalt Plant Mix
467M	100	95-100	-	35-70	-	0-30	0-5	-	-	-	-	A	Asphalt Plant Mix
5	-	100	90-100	20-55	0-10	0-5	-	-	-	-	-	A	AST, Sediment Control Stone
57	-	100	95-100	-	25-60	-	0-10	0-5	-	-	-	A	AST, Str. Concrete, Shoulder Drain, Sediment Control Stone
57M	-	100	95-100	-	25-45	-	0-10	0-5	-	-	-	A	AST, Concrete Pavement
6M	-	-	100	90-100	20-55	0-20	0-8	-	-	-	-	A	AST
67	-	-	100	90-100	-	20-55	0-10	0-5	-	-	-	A	AST, Str. Concrete, Asphalt Plant Mix
78M	-	-	-	100	98-100	75-100	20-45	0-15	-	-	-	A	Asphalt Plant Mix, AST, Str. Conc, Weep Hole Drains
14M	-	-	-	-	-	100	35-70	5-20	-	0-8	-	A	Asphalt Plant Mix, AST, Weep Hole Drains, Str. Concrete
9	-	-	-	-	-	100	85-100	10-40	-	0-10	-	A	AST
ABC	-	100	75-97	-	55-80	-	35-55	-	25-45	-	14-30	4-12 <sup>B</sup>	Aggregate Base Course, Aggregate Stabilization
ABC (M)	-	100	75-100	-	45-79	-	20-40	-	0-25	-	-	0-12 <sup>B</sup>	Maintenance Stabilization
Light-C weight	-	-	-	-	100	80-100	5-40	0-20	-	0-10	-	0-2.5	AST

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

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

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

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

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

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

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

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

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

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

All fencing material and accessories shall meet Section 106.

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

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

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

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

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

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

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

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

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

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

For epoxy resin systems used for embedding dowel bars, threaded rods, rebar, anchor bolts and other fixtures in hardened concrete, the manufacturer shall submit test results showing that the bonding system will obtain 125% of the specified required yield strength of the fixture. Furnish certification that, for the particular bolt grade, diameter and embedment depth required, the anchor system will not fail by adhesive failure and that there is no movement of the anchor bolt.

For certification and anchorage, use 3,000 psi as the minimum Portland cement concrete compressive strength used in this test. Use adhesives that meet Section 1081.

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

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

<b>TABLE 1081-1 PROPERTIES OF MIXED EPOXY RESIN SYSTEMS</b>							
Property	Type 1	Type 2	Type 3	Type 3A	Type 4A	Type 4B	Type 5
Viscosity-Poises at 77°F ± 2°F	Gel	10-30	25-75	Gel	40-150	40-150	1-6
Spindle No.	-	3	4	--	4	4	2
Speed (RPM)	-	20	20	--	10	10	50
Pot Life (Minutes)	20-50	30-60	20-50	5-50	40-80	40-80	20-60
Minimum Tensile Strength at 7 days (psi)	1,500	2,000	4,000	4,000	1,500	1,500	4,000
Tensile Elongation at 7 days (%)	30 min.	30 min.	2-5	2-5	5-15	5-15	2-5
Min. Compressive Strength of 2" mortar cubes at 24 hours	3,000 (Neat)	4,000-	6,000-	6,000 (Neat)	3,000	3,000	6,000
Min. Compressive Strength of 2" mortar cubes at 7 days	5,000 (Neat)	-	-	-	-	5,000	-
Maximum Water Absorption (%)	1.5	1.0	1.0	1.5	1.0	1.0	1.0
Min. Bond Strength Slant Shear Test at 14 days (psi)	1,500	1,500	2,000	2,000	1,500	1,500	1,500

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

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

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

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

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

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

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

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

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

#### **1081-4 EPOXY RESIN ADHESIVE FOR BONDING TRAFFIC MARKINGS**

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

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

##### **(B) Classification**

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

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

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

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

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

##### **(C) Requirements**

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

##### **(D) Prequalification**

Refer to Subarticle 1081-1(E).

**(E) Acceptance**

Refer to Subarticle 1081-1(F).

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

Steel sheet piles detailed for permanent applications shall be hot rolled and meet ASTM A572 or ASTM A690 unless otherwise required by the plans. Steel sheet piles shall be coated as required by the plans. Galvanized sheet piles shall be coated in accordance with Section 1076.

Metallized sheet piles shall be metallized in accordance to the Project Special Provision “Thermal Sprayed Coatings (Metallization)” with an 8 mil, 99.9% aluminum alloy coating and a 0.5 mil seal coating. Any portion of the metallized sheet piling encased in concrete shall receive a barrier coat. The barrier coat shall be an approved waterborne coating with a low-viscosity which readily absorbs into the pores of the aluminum thermal sprayed coating. The waterborne coating shall be applied at a spreading rate that results in a theoretical 1.5 mil dry film thickness. The manufacturer shall issue a letter of certification that the resin chemistry of the waterborne coating is compatible with the 99.9% aluminum thermal sprayed alloy and suitable for tidal water applications.

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

The epoxy shall meet Article 1081-4.

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

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

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

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

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

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

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

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

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

**SHOULDER AND SLOPE BORROW:**

(3-19-13)

1019

SP10 R10

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

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

<b>pH TEST RESULT</b>	<b>Sandy Soils Additional Rate (lbs. / Acre)</b>	<b>Silt Loam Soils Additional Rate (lbs. / Acre)</b>	<b>Clay Loam Soils Additional Rate (lbs. / Acre)</b>
4.0 - 4.4	1,000	4,000	6,000
4.5 - 4.9	500	3,000	5,000
5.0 - 5.4	NA	2,000	4,000

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

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

**GROUT PRODUCTION AND DELIVERY:**

(3-17-15)

1003

SP10 R20

Revise the *2012 Standard Specifications* as follows:

Replace Section 1003 with the following:



## SECTION 1003 GROUT PRODUCTION AND DELIVERY

### 1003-1 DESCRIPTION

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

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

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

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

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

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

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

### 1003-2 MATERIALS

Refer to Division 10.

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

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

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

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

<b>TABLE 1003-1</b>			
<b>AGGREGATE REQUIREMENTS FOR TYPE 5 GROUT</b>			
<b>Gradation</b>		<b>Maximum Liquid Limit</b>	<b>Maximum Plasticity Index</b>
<b>Sieve Designation per AASHTO M 92</b>	<b>Percentage Passing (% by weight)</b>		
3/8"	100	N/A	N/A
No. 4	70 – 95		
No. 8	50 – 90		
No. 16	30 – 80		
No. 30	25 – 70		
No. 50	20 – 50		
No. 100	15 – 40		
No. 200	10 – 30	25	10

### **1003-3 COMPOSITION AND DESIGN**

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

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

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

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

Perform laboratory tests in accordance with the following test procedures:

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

**A.** Applicable to grout with aggregate.

**B.** Applicable to Neat Cement Grout.

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

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

**E.** Moist room storage required.

#### **1003-4 GROUT REQUIREMENTS**

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

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

A. Applicable to Type 1 through 4 grouts.

B. Applicable to Type 5 grout.

C. ASTM C1107.

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

### 1003-5 TEMPERATURE REQUIREMENTS

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

### 1003-6 ELAPSED TIME FOR PLACING GROUT

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

Air or Grout Temperature, Whichever is Higher	Maximum Elapsed Time	
	No Retarding Admixture Used	Retarding Admixture Used
90°F or above	30 minutes	1 hr. 15 minutes
80°F through 89°F	45 minutes	1 hr. 30 minutes
79°F or below	60 minutes	1 hr. 45 minutes

### **1003-7 MIXING AND DELIVERY**

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

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

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

105-16, 225-2, Division 16

SP16 R03R

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

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

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

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

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

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

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

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

**STANDARD SPECIAL PROVISION**

**AVAILABILITY OF FUNDS – TERMINATION OF CONTRACTS**

(5-20-08)

Z-2

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

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

Payment will be made on any contract terminated pursuant to the special provision in accordance with Subarticle 108-13(E) of the *2012 Standard Specifications*.

**STANDARD SPECIAL PROVISION**

**NCDOT GENERAL SEED SPECIFICATION FOR SEED QUALITY**

(5-17-11)

Z-3

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

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

Seed shall be free from seeds of the noxious weeds Johnsongrass, Balloonvine, Jimsonweed, Witchweed, Itchgrass, Serrated Tussock, Showy Crotalaria, Smooth Crotalaria, Sickledpod, Sandbur, Wild Onion, and Wild Garlic. Seed shall not be labeled with the above weed species on the seed analysis label. Tolerances as applied by the Association of Official Seed Analysts will NOT be allowed for the above noxious weeds except for Wild Onion and Wild Garlic.

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

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

<b><u>Restricted Noxious Weed</u></b>	<b><u>Limitations per Lb. Of Seed</u></b>	<b><u>Restricted Noxious Weed</u></b>	<b><u>Limitations per Lb. of Seed</u></b>
Blessed Thistle	4 seeds	Cornflower (Ragged Robin)	27 seeds
Cocklebur	4 seeds	Texas Panicum	27 seeds
Spurred Anoda	4 seeds	Bracted Plantain	54 seeds
Velvetleaf	4 seeds	Buckhorn Plantain	54 seeds
Morning-glory	8 seeds	Broadleaf Dock	54 seeds
Corn Cockle	10 seeds	Curly Dock	54 seeds
Wild Radish	12 seeds	Dodder	54 seeds
Purple Nutsedge	27 seeds	Giant Foxtail	54 seeds
Yellow Nutsedge	27 seeds	Horsenettle	54 seeds
Canada Thistle	27 seeds	Quackgrass	54 seeds
Field Bindweed	27 seeds	Wild Mustard	54 seeds
Hedge Bindweed	27 seeds		

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

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

**FURTHER SPECIFICATIONS FOR EACH SEED GROUP ARE GIVEN BELOW:**

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

Sericea Lespedeza  
Oats (seeds)

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

Tall Fescue (all approved varieties)	Bermudagrass
Kobe Lespedeza	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  
Crownvetch  
Pensacola Bahiagrass  
Creeping Red Fescue

Japanese Millet  
Reed Canary Grass  
Zoysia

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

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

## STANDARD SPECIAL PROVISION

### ERRATA

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

Z-4

Revise the *2012 Standard Specifications* as follows:

#### **Division 2**

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

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

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

#### **Division 3**

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

#### **Division 4**

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

#### **Division 6**

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

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

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

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

#### **Division 7**

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

#### **Division 8**

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

#### **Division 10**

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

**Division 12**

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

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

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

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

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

**Division 15**

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

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

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

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

**Division 17**

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

Revise the *2012 Roadway Standard Drawings* as follows:

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

## **STANDARD SPECIAL PROVISION**

### **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.

**STANDARD SPECIAL PROVISION**

**MINIMUM WAGES**

(7-21-09)

Z-5

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

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

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

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

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

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

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

## STANDARD SPECIAL PROVISION

### AWARD OF CONTRACT

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

Z-6

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

## TITLE VI AND NONDISCRIMINATION

### **I. Title VI Assurance**

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

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

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

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

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

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

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

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

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

## **II. Title VI Nondiscrimination Program**

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

### *Nondiscrimination Assurance*

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

### *Obligation*

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

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

### **FILING OF COMPLAINTS**

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

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

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

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

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

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

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

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

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



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

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

### **III. Pertinent Nondiscrimination Authorities**

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

- Title VI of the Civil Rights Act of 1964 (42 U.S.C. § 2000d *et seq.*, 78 stat. 252), (prohibits discrimination on the basis of race, color, national origin); and 49 CFR Part 21.
- The Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970, (42 U.S.C. § 4601), (prohibits unfair treatment of persons displaced or whose property has been acquired because of Federal or Federal-aid programs and projects);
- Federal-Aid Highway Act of 1973, (23 U.S.C. § 324 *et seq.*), (prohibits discrimination on the basis of sex);

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

## STANDARD SPECIAL PROVISION

### ON-THE-JOB TRAINING

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

Z-10

#### **Description**

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

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

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

#### **Minorities and Women**

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

#### **Assigning Training Goals**

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

## Training Classifications

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

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

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

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

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

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

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

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

## **Records and Reports**

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

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

## **Trainee Interviews**

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

## **Trainee Wages**

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

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

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

## **Achieving or Failing to Meet Training Goals**

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

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

## **Measurement and Payment**

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

**STANDARD SPECIAL PROVISION****NAME CHANGE FOR NCDENR**

(1-19-16)

Z-11

**Description**

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

# TC-1

## WORK ZONE TRAFFIC CONTROL GENERAL REQUIREMENTS

### TEMPORARY TRAFFIC CONTROL (TTC):

(7-16-13) (Rev. 7-15-14)

RWZ-1

DocuSigned by:  
*Steve Kite*  
E27CE30E1DFC442...

10/22/2014



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

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

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

When personnel and/or equipment are working on the shoulder adjacent to and within 5 feet of an open travel lane, close the nearest open travel lane using Standard Drawing No. 1101.02 of the *2012 Roadway Standard Drawings*. When personnel and/or equipment are working within a lane of travel of an undivided facility, close the lane according to the traffic control plans, *2012 Roadway Standard Drawings* or as directed by the Engineer. Conduct the work so that all

## TC-2

personnel and/or equipment remain within the closed travel lane. Do not work simultaneously, on both sides of an open travel way, within the same location, on a two-lane, two-way road. Perform work only when weather and visibility conditions allow safe operations as directed by the Engineer.

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

### **TRAFFIC OPERATIONS:**

#### **1) Drop-Off Requirements and Time Limitations:**

Do not exceed a difference of 2 inches in elevation between open lanes of traffic for nominal lifts of 1.5 inches

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

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

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

For drop-offs that exceed the above requirements, backfill the unacceptable drop-off with suitable compacted material, as approved by the Engineer. The material, equipment and labor associated with this operation will be at no expense to the Department. This work is not considered part of shoulder reconstruction.

#### **2) Project Requirements:**

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

1. Before working on ANY MAP, the Contractor shall submit a written construction sequence for traffic control and construction lighting for ALL MAPS to the Engineer at the first pre-construction meeting and the sequence must be approved before closing a lane of traffic. The Contractor and Engineer will coordinate with the Traffic Management Unit at 919-773-2800 or Traffic Services for additional traffic control guidance, as necessary.



## TC-3

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

### **3) Work Zone Signing:**

#### **Description**

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

#### **(A) Installation**

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

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

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

## TC-4

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

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

### **(B) Sign Removal**

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

### **(C) Lane Closure Work Zone Signs**

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

### **4) Measurement and Payment:**

Temporary traffic control work, including, but not limited to installation and removal of portable signs, cones, drums, skinny drums, flaggers, AFAD's, changeable message boards, truck mounted attenuators, flashing arrow boards, and pilot vehicles will be paid at the contract lump sum price for *Temporary Traffic Control*. The *Temporary Traffic Control* pay item does not include work zone advance or general warning signs. Partial payments for *Temporary Traffic Control* will be made as follows: The cumulative total of the lump sum price for temporary traffic control will be equal to the percent complete (project) as calculated for each partial pay estimate. Additional flashing arrow boards and message boards beyond those shown in the contract, detail drawings or *Roadway Standard Drawings* required by the Engineer will be paid as extra work in accordance with Article 104-7 of the *Standard Specifications*.

The work of satisfactorily installing and removing work zone advance and/or general warning signs, including, but not limited to, furnishing, locating, installing, covering, uncovering and removing stationary signs will be measured for each required sign and paid at the contract price for *Work Zone Advance/General Warning Signing (SF)*. Payment for *Work Zone*

## TC-5

*Advance/General Warning Signing* will be limited to a maximum of 90% of the total installed quantity. The remaining 10% will be paid once all signs have been removed.

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

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

Payment will be made under:

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

**RESURFACING OPERATIONS:**

(7-15-14)

RWZ-2

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

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

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

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

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

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

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

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

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

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

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

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

### **Milled Rumble Strips:**

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

## **PAVEMENT MARKINGS AND MARKERS:**

(7-15-14)

RWZ-3

### **Markings: All Facilities**

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

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

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

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

### **Markers: All Facilities**

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

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

### **Markings and Markers: All Facilities**

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

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

### **STABILIZATION REQUIREMENTS:**

(5-1-15)

S-2A

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

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

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

**(East Crimp)**

### **SEEDING AND MULCHING:**

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

## All Roadway Areas

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

## Waste and Borrow Locations

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

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

## Approved Tall Fescue Cultivars

06 Dust	Escalade	Justice	Scorpion
2 <sup>nd</sup> Millennium	Essential	Kalahari	Serengeti
3 <sup>rd</sup> Millennium	Evergreen 2	Kentucky 31*	Shelby
Apache III	Falcon IV	Kitty Hawk 2000	Sheridan
Avenger	Falcon NG	Legitimate	Signia
Barlexas	Falcon V	Lexington	Silver Hawk
Barlexas II	Faith	LSD	Sliverstar
Bar Fa	Fat Cat	Magellan	Shenandoah Elite
Barrera	Festnova	Matador	Sidewinder
Barrington	Fidelity	Millennium SRP	Skyline
Barrobusto	Finelawn Elite	Monet	Solara
Barvado	Finelawn Xpress	Mustang 4	Southern Choice II
Biltmore	Finesse II	Ninja 2	Speedway
Bingo	Firebird	Ol' Glory	Spyder LS
Bizem	Firecracker LS	Olympic Gold	Sunset Gold
Blackwatch	Firenza	Padre	Taccoa
Blade Runner II	Five Point	Patagonia	Tanzania
Bonsai	Focus	Pedigree	Trio
Braveheart	Forte	Picasso	Tahoe II
Bravo	Garrison	Piedmont	Talladega
Bullseye	Gazelle II	Plantation	Tarheel
Cannavaro	Gold Medallion	Proseeds 5301	Terrano
Catalyst	Grande 3	Prospect	Titan ltd
Cayenne	Greenbrooks	Pure Gold	Titanium LS

Cessane Rz	Greenkeeper	Quest	Tracer
Chipper	Gremlin	Raptor II	Traverse SRP
Cochise IV	Greystone	Rebel Exeda	Tulsa Time
Constitution	Guardian 21	Rebel Sentry	Turbo
Corgi	Guardian 41	Rebel IV	Turbo RZ
Corona	Hemi	Regiment II	Tuxedo RZ
Coyote	Honky Tonk	Regenerate	Ultimate
Darlington	Hot Rod	Rendition	Venture
Davinci	Hunter	Rhambler 2 SRP	Umbrella
Desire	Inferno	Rembrandt	Van Gogh
Dominion	Innovator	Reunion	Watchdog
Dynamic	Integrity	Riverside	Wolfpack II
Dynasty	Jaguar 3	RNP	Xtremegreen
Endeavor	Jamboree	Rocket	

**\*Note: Kentucky 31 will no longer be an approved NCDOT Tall Fescue Cultivar after December 31, 2015.**

On cut and fill slopes 2:1 or steeper Centipede shall be applied at the rate of 5 pounds per acre and add 20# of Sericea Lespedeza from January 1 - December 31.

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

All areas seeded and mulched shall be tacked with asphalt. Crimping of straw in lieu of asphalt tack shall not be allowed on this project.

### **CRIMPING STRAW MULCH:**

Crimping shall be required on this project adjacent to any section of roadway where traffic is to be maintained or allowed during construction. In areas within six feet of the edge of pavement, straw is to be applied and then crimped. After the crimping operation is complete, an additional application of straw shall be applied and immediately tacked with a sufficient amount of undiluted emulsified asphalt.

Straw mulch shall be of sufficient length and quality to withstand the crimping operation.

Crimping equipment including power source shall be subject to the approval of the Engineer providing that maximum spacing of crimper blades shall not exceed 8".



**WATTLE:**

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

1060,1630,1631

T1

**Description**

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

**Materials**

Wattle shall meet the following specifications:

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

Stakes shall be used as anchors.

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

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

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

**Construction Methods**

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

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

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

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

### **Measurement and Payment**

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

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

Payment will be made under:

**Pay Item**  
Wattle

**Pay Unit**  
Linear Foot

**LISTING OF MBE/WBE SUBCONTRACTORS**

Sheet \_\_\_\_\_ of \_\_\_\_\_

Firm Name and Address	Circle One	Item No.	Item Description	* Agreed upon Unit Price	** Dollar Volume of Item
Name  Address	MBE  WBE				
Name  Address	MBE  WBE				
Name  Address	MBE  WBE				
Name  Address	MBE  WBE				
Name  Address	MBE  WBE				
Name  Address	MBE  WBE				

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

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

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

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

**LISTING OF MBE/WBE SUBCONTRACTORS**

Sheet \_\_\_\_\_ of \_\_\_\_\_

Firm Name and Address	Circle One	Item No.	Item Description	* Agreed upon Unit Price	** Dollar Volume of Item
Name  Address	MBE  WBE				
Name  Address	MBE  WBE				
Name  Address	MBE  WBE				
Name  Address	MBE  WBE				

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

**MBE Percentage of Total Contract Bid Price** \_\_\_\_\_%

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

**WBE Percentage of Total Contract Bid Price** \_\_\_\_\_%

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

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

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

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

**This form must be completed in order for the Bid to be considered responsive and be publicly read.**

**Bidders with no MBE and/or WBE participation must so indicate this on the form by entering the word or number *zero*.**

STATE OF NORTH CAROLINA  
DEPARTMENT OF TRANSPORTATION  
RALEIGH, NC

**CONTRACT PAYMENT BOND**

Date of Payment Bond Execution \_\_\_\_\_

Name of Principal Contractor \_\_\_\_\_

Name of Surety: \_\_\_\_\_

Name of Contracting Body: \_\_\_\_\_

Amount of Bond: \_\_\_\_\_

Contract ID No.: DC00135

County Name: DUPLIN COUNTY

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

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

NOW THEREFORE, if the principal shall promptly make payment to all persons supplying labor and material in the prosecution of the work provided for in said contract, and any and all duly authorized modifications of said contract that may hereafter be made, notice of which modifications to the surety being hereby waived, then this obligation to be void; otherwise to remain in full force and virtue.

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

**CONTRACT PAYMENT BOND**

*Affix Seal of Surety Company*

\_\_\_\_\_  
Print or type Surety Company Name

By

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

\_\_\_\_\_  
Signature of Attorney-in-Fact

\_\_\_\_\_  
Signature of Witness

\_\_\_\_\_  
Print or type Signer's name

\_\_\_\_\_  
Address of Attorney-in-Fact

**CONTRACT PAYMENT BOND  
CORPORATION**

SIGNATURE OF CONTRACTOR (Principal)

\_\_\_\_\_  
Full name of Corporation

\_\_\_\_\_  
Address as prequalified

By \_\_\_\_\_  
**Signature** of President, Vice President, Assistant Vice President  
*Select appropriate title*

\_\_\_\_\_  
Print or type Signer's name

*Affix Corporate Seal*

Attest \_\_\_\_\_  
**Signature** of Secretary, Assistant Secretary  
*Select appropriate title*

\_\_\_\_\_  
Print or type Signer's name

**CONTRACT PAYMENT BOND**  
**LIMITED LIABILITY COMPANY**

SIGNATURE OF CONTRACTOR (Principal)

Name of Contractor

\_\_\_\_\_  
Full name of Firm

\_\_\_\_\_  
Address as prequalified

By:

\_\_\_\_\_  
**Signature** of Member, Manager, Authorized Agent  
*Select appropriate title*

\_\_\_\_\_  
Print or type Signer's name



**CONTRACT PAYMENT BOND**

**INDIVIDUAL DOING BUSINESS UNDER A FIRM NAME**

SIGNATURE OF CONTRACTOR (Principal)

Name of Contractor

\_\_\_\_\_  
Individual Name

Trading and doing business as

\_\_\_\_\_  
Full name of Firm

\_\_\_\_\_  
Address as prequalified

Signature of Contractor

\_\_\_\_\_  
Individually

\_\_\_\_\_  
Print or type Signer's name

\_\_\_\_\_  
Signature of Witness

\_\_\_\_\_  
Print or type Signer's name

**CONTRACT PAYMENT BOND**

**INDIVIDUAL DOING BUSINESS IN HIS OWN NAME**

SIGNATURE OF CONTRACTOR (Principal)

Name of Contractor

\_\_\_\_\_

Print or type Individual name

\_\_\_\_\_

Address as prequalified

Signature of Contractor

\_\_\_\_\_

Individually

\_\_\_\_\_

Print or type Signer's name

\_\_\_\_\_

Signature of Witness

\_\_\_\_\_

Print or type Signer's name

**CONTRACT PAYMENT BOND**  
**PARTNERSHIP**

SIGNATURE OF CONTRACTOR (Principal)

---

Full name of Partnership

---

Address as prequalified

By

---

Signature of Partner

---

Print or type Signer's name

---

Signature of Witness

---

Print or type Signer's name

**CONTRACT PAYMENT BOND**  
**JOINT VENTURE (2) or (3)**  
SIGNATURE OF CONTRACTORS (Principal)

Instructions to Bidders: 2 Joint Ventures, Fill in lines (1), (2) and (3) and execute. 3 Joint Venturers Fill in lines (1), (2), (3), (4) and execute. On Line (1), print or type the name of Joint Venture. On line (2), print or type the name of one of the joint venturers and execute below in the appropriate manner required by Article 102-8 of the *NCDOT Standard Specifications*. On Line (3), print or type the name of second joint venturer and execute below in the appropriate manner required by said article of the Specifications. On Line (4), print or type the name of the third joint venturer, if applicable and execute below in the appropriate manner required by said article of the Specifications. This form of execution must be strictly followed.

\_\_\_\_\_  
Signature of Witness or Attest

By

\_\_\_\_\_  
Signature of Contractor

\_\_\_\_\_  
Print or type Signer's name

\_\_\_\_\_  
Print or type Signer's name

and

\_\_\_\_\_  
Signature of Witness or Attest

By

\_\_\_\_\_  
Signature of Contractor

\_\_\_\_\_  
Print or type Signer's name

\_\_\_\_\_  
Print or type Signer's name

and

\_\_\_\_\_  
Signature of Witness or Attest

By

\_\_\_\_\_  
Signature of Contractor

\_\_\_\_\_  
Print or type Signer's name

\_\_\_\_\_  
Print or type Signer's name

**CONTRACT PAYMENT BOND**

Attach certified copy of Power of Attorney to this sheet

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

**CONTRACT PERFORMANCE BOND**

Date of Performance Bond Execution: \_\_\_\_\_

Name of Principal Contractor: \_\_\_\_\_

Name of Surety: \_\_\_\_\_

Name of Contracting Body: \_\_\_\_\_

Amount of Bond: \_\_\_\_\_

Contract ID No.: DC00135

County Name: DUPLIN COUNTY

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

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

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

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

**CONTRACT PERFORMANCE BOND**

*Affix Seal of Surety Company*

\_\_\_\_\_  
Print or type Surety Company Name

By

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

\_\_\_\_\_  
Signature of Attorney-in-Fact

\_\_\_\_\_  
Signature of Witness

\_\_\_\_\_  
Print or type Signer's name

\_\_\_\_\_  
Address of Attorney-in-Fact

**CONTRACT PERFORMANCE BOND  
CORPORATION**

SIGNATURE OF CONTRACTOR (Principal)

\_\_\_\_\_  
Full name of Corporation

\_\_\_\_\_  
Address as prequalified

By \_\_\_\_\_  
**Signature** of President, Vice President, Assistant Vice President  
*Select appropriate title*

\_\_\_\_\_  
Print or type Signer's name

*Affix Corporate Seal*

Attest \_\_\_\_\_  
**Signature** of Secretary, Assistant Secretary  
*Select appropriate title*

\_\_\_\_\_  
Print or type Signer's name



**CONTRACT PERFORMANCE BOND**  
**LIMITED LIABILITY COMPANY**

SIGNATURE OF CONTRACTOR (Principal)

Name of Contractor

\_\_\_\_\_

Full name of Firm

\_\_\_\_\_

Address as prequalified

By:

\_\_\_\_\_

Signature of Member, Manager, Authorized Agent  
*Select appropriate title*

\_\_\_\_\_

Print or type Signer's name

**CONTRACT PERFORMANCE BOND**

**INDIVIDUAL DOING BUSINESS UNDER A FIRM NAME**

SIGNATURE OF CONTRACTOR (Principal)

Name of Contractor

\_\_\_\_\_  
Individual Name

Trading and doing business as

\_\_\_\_\_  
Full name of Firm

\_\_\_\_\_  
Address as prequalified

Signature of Contractor

\_\_\_\_\_  
Individually

\_\_\_\_\_  
Print or type Signer's name

\_\_\_\_\_  
Signature of Witness

\_\_\_\_\_  
Print or type Signer's name

**CONTRACT PERFORMANCE BOND**  
**INDIVIDUAL DOING BUSINESS IN HIS OWN NAME**

SIGNATURE OF CONTRACTOR (Principal)

Name of Contractor

\_\_\_\_\_   
Print or type Individual name

\_\_\_\_\_   
Address as prequalified

Signature of Contractor

\_\_\_\_\_   
Individually

\_\_\_\_\_   
Print or type Signer's name

\_\_\_\_\_   
Signature of Witness

\_\_\_\_\_   
Print or type Signer's name

**CONTRACT PERFORMANCE BOND**  
**PARTNERSHIP**

SIGNATURE OF CONTRACTOR (Principal)

---

Full name of Partnership

---

Address as prequalified

By

---

Signature of Partner

---

Print or type Signer's name

---

Signature of Witness

---

Print or type Signer's name

**CONTRACT PERFORMANCE BOND**  
**JOINT VENTURE (2) OR (3)**  
SIGNATURE OF CONTRACTORS (Principal)

Instructions to Bidders: 2 Joint Ventures, Fill in lines (1), (2) and (3) and execute. 3 Joint Venturers Fill in lines (1), (2), (3), (4) and execute. On Line (1), print or type the name of Joint Venture. On line (2), print or type the name of one of the joint venturers and execute below in the appropriate manner required by Article 102-8 of the *NCDOT Standard Specifications*. On Line (3), print or type the name of second joint venturer and execute below in the appropriate manner required by said article of the Specifications. On Line (4), print or type the name of the third joint venturer, if applicable and execute below in the appropriate manner required by said article of the Specifications. This form of execution must be strictly followed.

\_\_\_\_\_  
Signature of Witness or Attest

By

\_\_\_\_\_  
Signature of Contractor

\_\_\_\_\_  
Print or type Signer's name

\_\_\_\_\_  
Print or type Signer's name

and

\_\_\_\_\_  
Signature of Witness or Attest

By

\_\_\_\_\_  
Signature of Contractor

\_\_\_\_\_  
Print or type Signer's name

\_\_\_\_\_  
Print or type Signer's name

and

\_\_\_\_\_  
Signature of Witness or Attest

By

\_\_\_\_\_  
Signature of Contractor

\_\_\_\_\_  
Print or type Signer's name

\_\_\_\_\_  
Print or type Signer's name

**CONTRACT PERFORMANCE BOND**

Attach certified copy of Power of Attorney to this sheet

STATE OF NORTH CAROLINA  
DEPARTMENT OF TRANSPORTATION  
RALEIGH, NC

**BID BOND**

Contract Number: DC00135 County: DUPLIN COUNTY

KNOW ALL MEN BY THESE PRESENTS, That we, the PRINCIPAL CONTRACTOR (hereafter, PRINCIPAL) and SURETY above named, are held and firmly bound unto the Department of Transportation in the full and just sum of five (5) percent of the total amount bid by the Principal for the project stated above, for the payment of which sum well and truly to be made, we bind ourselves, our heirs, executors, administrators, and successors, jointly and severally, firmly by these presents.

NOW, THEREFORE, the condition of this obligation is: the Principal shall not withdraw its bid within sixty (60) days after the opening of the bids, or within such other time period as may be provided in the proposal, and if the Board of Transportation shall award a contract to the Principal, the Principal shall, within fourteen (14) calendar days after written notice of award is received by him, provide bonds with good and sufficient surety, as required for the faithful performance of the contract and for the protection of all persons supplying labor, material, and equipment for the prosecution of the work. In the event the Principal requests permission to withdraw his bid due to mistake in accordance with the provisions of Article 103-3 of the *Standard Specifications for Roads and Structures*, the conditions and obligations of this Bid Bond shall remain in full force and effect until the Department of Transportation makes a final determination to either allow the bid to be withdrawn or to proceed with award of the contract. In the event a determination is made to award the contract, the Principal shall have fourteen (14) calendar days to comply with the requirements set forth above. In the event the Principal withdraws its bid after bids are opened except as provided in Article 103-3, or after award of the contract has been made fails to execute such additional documents as may be required and to provide the required bonds within the time period specified above, then the amount of the bid bond shall be immediately paid to the Department of Transportation as liquidated damages.

IN TESTIMONY WHEREOF, the Principal and Surety have caused these presents to be duly signed and sealed.

This the \_\_\_\_\_ day of \_\_\_\_\_, 20 \_\_\_\_\_

\_\_\_\_\_  
Surety

By \_\_\_\_\_  
General Agent or Attorney-in-Fact Signature

*Seal of Surety*

\_\_\_\_\_  
Print or type Signer's Name

**BID BOND  
CORPORATION**

SIGNATURE OF CONTRACTOR (Principal)

\_\_\_\_\_  
Full name of Corporation

\_\_\_\_\_  
Address as prequalified

By \_\_\_\_\_  
Signature of **President, Vice President, Assistant Vice President**  
*Select appropriate title*

\_\_\_\_\_  
Print or type Signer's name

*Affix Corporate Seal*

Attest \_\_\_\_\_  
Signature of **Secretary, Assistant Secretary**  
*Select appropriate title*

\_\_\_\_\_  
Print or type Signer's name



**BID BOND**

**LIMITED LIABILITY COMPANY**

SIGNATURE OF CONTRACTOR (Principal)

Name of Contractor

\_\_\_\_\_

Full name of Firm

\_\_\_\_\_

Address as prequalified

**Signature of Member/  
Manager/Authorized Agent**

\_\_\_\_\_

Individually

\_\_\_\_\_

Print or type Signer's name

**BID BOND**

**INDIVIDUAL DOING BUSINESS UNDER A FIRM NAME**

SIGNATURE OF CONTRACTOR (Principal)

Name of Contractor

\_\_\_\_\_  
Individual Name

Trading and doing business as

\_\_\_\_\_  
Full name of Firm

\_\_\_\_\_  
Address as prequalified

Signature of Contractor

\_\_\_\_\_  
Individually

\_\_\_\_\_  
Print or type Signer's name

\_\_\_\_\_  
Signature of Witness

\_\_\_\_\_  
Print or type Signer's name

**BID BOND**

**INDIVIDUAL DOING BUSINESS IN HIS OWN NAME**

SIGNATURE OF CONTRACTOR (Principal)

Name of Contractor

\_\_\_\_\_

Print or type Individual Name

\_\_\_\_\_

Address as prequalified

Signature of Contractor

\_\_\_\_\_

Individually

\_\_\_\_\_

Print or type Signer's name

\_\_\_\_\_

Signature of Witness

\_\_\_\_\_

Print or type Signer's name

**BID BOND**

**PARTNERSHIP**

SIGNATURE OF CONTRACTOR (Principal)

---

Full name of Partnership

---

Address as prequalified

By \_\_\_\_\_  
Signature of Partner

---

Print or type Signer's name

---

Signature of Witness

---

Print or type Signer's name

**BID BOND**  
**JOINT VENTURE (2 or 3)**  
SIGNATURE OF CONTRACTORS (Principal)

Instructions to Bidders: **2 Joint Ventures**, Fill in lines (1), (2) and (3) and execute. **3 Joint Venturers** Fill in lines (1), (2), (3), (4) and execute. Line (1), print or type the name of Joint Venture. On line (2), print or type the name of one of the joint venturers and execute below in the appropriate manner required by Article 102-8 of the *Specifications*. On Line (3), print or type the name of second joint venturer and execute below in the appropriate manner required by said article of the Specifications. On Line (4), print or type the name of the third joint venturer, if applicable and execute below in the appropriate manner required by said article of the Specifications. This form of execution must be strictly followed.

\_\_\_\_\_  
Signature of Witness or Attest

By

\_\_\_\_\_  
Signature of Contractor

\_\_\_\_\_  
Print or type Signer's name

\_\_\_\_\_  
Print or type Signer's name

and

\_\_\_\_\_  
Signature of Witness or Attest

By

\_\_\_\_\_  
Signature of Contractor

\_\_\_\_\_  
Print or type Signer's name

\_\_\_\_\_  
Print or type Signer's name

and

\_\_\_\_\_  
Signature of Witness or Attest

By

\_\_\_\_\_  
Signature of Contractor

\_\_\_\_\_  
Print or type Signer's name

\_\_\_\_\_  
Print or type Signer's name

**ADDENDUM(S)**

ADDENDUM #1

I, \_\_\_\_\_  
(SIGNATURE)

representing \_\_\_\_\_

Acknowledge receipt of Addendum #1.

ADDENDUM #2

I, \_\_\_\_\_  
(SIGNATURE)

representing \_\_\_\_\_

Acknowledge receipt of Addendum #2.

ADDENDUM #3

I, \_\_\_\_\_  
(SIGNATURE)

representing \_\_\_\_\_

Acknowledge receipt of Addendum #3.

**\*AWARD LIMITS ON MULTIPLE PROJECTS\***

It is the desire of the Proposer to be awarded contracts, the value of which will not exceed a total of \$ \_\_\_\_\_, for those projects indicated below on which bids are being opened on the same date as shown in the Proposal Form. Individual projects shall be indicated by placing the project number and county in the appropriate place below. Projects not selected will not be subject to an award limit.

\_\_\_\_\_  
(Project Number)

\_\_\_\_\_  
(County)

\_\_\_\_\_  
(Project Number)

\_\_\_\_\_  
(County)

\_\_\_\_\_  
(Project Number)

\_\_\_\_\_  
(County)

\_\_\_\_\_  
(Project Number)

\_\_\_\_\_  
(County)

\*If a Proposer desires to limit the total amount of work awarded to him in this letting, he shall state such limit in the space provided above in the second line of this form.

It is agreed that in the event that I am (we are) the successful bidder on indicated projects, the total value of which is more than the above stipulated award limits, the Board of Transportation will award me (us) projects from among those indicated which have a total value not exceeding the award limit and which will result in the best advantage to the Department of Transportation.

\_\_\_\_\_  
\*\*Signature of Authorized Person

\*\*Only those persons authorized to sign bids under the provisions of Article 102-8, Item 7, shall be authorized to sign this form.

**EXECUTION OF BID**

**NON-COLLUSION AFFIDAVIT, DEBARMENT CERTIFICATION AND GIFT BAN  
CERTIFICATION**

**CORPORATION**

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

In addition, execution of this bid in the proper manner also constitutes the Bidder's certification of status under penalty of perjury under the laws of the United States in accordance with the Debarment Certification attached, provided that the Debarment Certification also includes any required statements concerning exceptions that are applicable.

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

**SIGNATURE OF CONTRACTOR**

\_\_\_\_\_ Full name of Corporation

\_\_\_\_\_ Address as Prequalified

Attest \_\_\_\_\_  
Secretary/Assistant Secretary  
*Select appropriate title*

By \_\_\_\_\_  
President/Vice President/Assistant Vice President  
*Select appropriate title*

\_\_\_\_\_ Print or type Signer's name

\_\_\_\_\_ Print or type Signer's name

**CORPORATE SEAL**

**AFFIDAVIT MUST BE NOTARIZED**

Subscribed and sworn to before me this the  
\_\_\_\_\_ day of \_\_\_\_\_ 20\_\_.

**NOTARY SEAL**

\_\_\_\_\_ Signature of Notary Public

of \_\_\_\_\_ County

State of \_\_\_\_\_

My Commission Expires: \_\_\_\_\_



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

**PARTNERSHIP**

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

In addition, execution of this bid in the proper manner also constitutes the Bidder's certification of status under penalty of perjury under the laws of the United States in accordance with the Debarment Certification attached, provided that the Debarment Certification also includes any required statements concerning exceptions that are applicable.

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

**SIGNATURE OF CONTRACTOR**

Signature of Witness	By	Signature of Partner
Print or type Signer's name		Print or type Signer's name

**AFFIDAVIT MUST BE NOTARIZED**

Subscribed and sworn to before me this the \_\_\_\_\_ day of \_\_\_\_\_ 20\_\_.

**NOTARY SEAL**

\_\_\_\_\_  
Signature of Notary Public

of \_\_\_\_\_ County

State of \_\_\_\_\_

My Commission Expires: \_\_\_\_\_

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

**LIMITED LIABILITY COMPANY**

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

In addition, execution of this bid in the proper manner also constitutes the Bidder's certification of status under penalty of perjury under the laws of the United States in accordance with the Debarment Certification attached, provided that the Debarment Certification also includes any required statements concerning exceptions that are applicable.

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

**SIGNATURE OF CONTRACTOR**

\_\_\_\_\_  
Full Name of Firm

\_\_\_\_\_  
Address as Prequalified

\_\_\_\_\_  
Signature of Witness

\_\_\_\_\_  
Signature of Member/Manager/Authorized Agent  
*Select appropriate title*

\_\_\_\_\_  
Print or type Signer's name

\_\_\_\_\_  
Print or type Signer's Name

**AFFIDAVIT MUST BE NOTARIZED**

Subscribed and sworn to before me this the

**NOTARY SEAL**

\_\_\_\_ day of \_\_\_\_\_ 20\_\_.

\_\_\_\_\_  
Signature of Notary Public

of \_\_\_\_\_ County

State of \_\_\_\_\_

My Commission Expires: \_\_\_\_\_

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

**JOINT VENTURE (2) or (3)**

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

In addition, execution of this bid in the proper manner also constitutes the Bidder's certification of status under penalty of perjury under the laws of the United States in accordance with the Debarment Certification attached, provided that the Debarment Certification also includes any required statements concerning exceptions that are applicable.

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

**SIGNATURE OF CONTRACTOR**

Instructions: **2 Joint Venturers** Fill in lines (1), (2) and (3) and execute. **3 Joint Venturers** Fill in lines (1), (2), (3) and (4) and execute. On Line (1), fill in the name of the Joint Venture Company. On Line (2), fill in the name of one of the joint venturers and execute below in the appropriate manner. On Line (3), print or type the name of the other joint venturer and execute below in the appropriate manner. On Line (4), fill in the name of the third joint venturer, if applicable and execute below in the appropriate manner.

_____ Signature of Witness or Attest	By	_____ Signature of Contractor
_____ Print or type Signer's name		_____ Print or type Signer's name
<i>If Corporation, affix Corporate Seal</i>	and	
_____ Signature of Witness or Attest	By	_____ Signature of Contractor
_____ Print or type Signer's name		_____ Print or type Signer's name
<i>If Corporation, affix Corporate Seal</i>	and	
_____ Signature of Witness or Attest	By	_____ Signature of Contractor
_____ Print or type Signer's name		_____ Print or type Signer's name

*If Corporation, affix Corporate Seal*

**NOTARY SEAL**  
*Affidavit must be notarized for Line (2)*  
Subscribed and sworn to before me this  
\_\_\_\_ day of \_\_\_\_\_ 20\_\_\_\_  
\_\_\_\_\_  
Signature of Notary Public  
of \_\_\_\_\_ County  
State of \_\_\_\_\_  
My Commission Expires: \_\_\_\_\_

**NOTARY SEAL**  
*Affidavit must be notarized for Line (3)*  
Subscribed and sworn to before me this  
\_\_\_\_ day of \_\_\_\_\_ 20\_\_\_\_  
\_\_\_\_\_  
Signature of Notary Public  
of \_\_\_\_\_ County  
State of \_\_\_\_\_  
My Commission Expires: \_\_\_\_\_

**NOTARY SEAL**  
*Affidavit must be notarized for Line (4)*  
Subscribed and sworn to before me this  
\_\_\_\_ day of \_\_\_\_\_ 20\_\_\_\_  
\_\_\_\_\_  
Signature of Notary Public  
of \_\_\_\_\_ County  
State of \_\_\_\_\_  
My Commission Expires: \_\_\_\_\_

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

**INDIVIDUAL DOING BUSINESS UNDER A FIRM NAME**

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

In addition, execution of this bid in the proper manner also constitutes the Bidder's certification of status under penalty of perjury under the laws of the United States in accordance with the Debarment Certification attached, provided that the Debarment Certification also includes any required statements concerning exceptions that are applicable.

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

**SIGNATURE OF CONTRACTOR**

Name of Contractor

\_\_\_\_\_ Individual name

Trading and doing business as

\_\_\_\_\_ Full name of Firm

\_\_\_\_\_  
Signature of Witness

\_\_\_\_\_  
Signature of Contractor, Individually

\_\_\_\_\_  
Print or type Signer's name

\_\_\_\_\_  
Print or type Signer's name

**AFFIDAVIT MUST BE NOTARIZED**

Subscribed and sworn to before me this the

**NOTARY SEAL**

\_\_\_\_\_ day of \_\_\_\_\_ 20\_\_.

\_\_\_\_\_  
Signature of Notary Public

of \_\_\_\_\_ County

State of \_\_\_\_\_

My Commission Expires: \_\_\_\_\_

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

**INDIVIDUAL DOING BUSINESS IN HIS OWN NAME**

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

In addition, execution of this bid in the proper manner also constitutes the Bidder's certification of status under penalty of perjury under the laws of the United States in accordance with the Debarment Certification attached, provided that the Debarment Certification also includes any required statements concerning exceptions that are applicable.

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

**SIGNATURE OF CONTRACTOR**

Name of Contractor \_\_\_\_\_  
Print or type Individual name

\_\_\_\_\_  
Address as Prequalified

\_\_\_\_\_  
Signature of Contractor, Individually

\_\_\_\_\_  
Print or type Signer's Name

\_\_\_\_\_  
Signature of Witness

\_\_\_\_\_  
Print or type Signer's name

**AFFIDAVIT MUST BE NOTARIZED**

Subscribed and sworn to before me this the

**NOTARY SEAL**

\_\_\_\_\_ day of \_\_\_\_\_ 20\_\_.

\_\_\_\_\_  
Signature of Notary Public

of \_\_\_\_\_ County

State of \_\_\_\_\_

My Commission Expires: \_\_\_\_\_

## DEBARMENT CERTIFICATION

Conditions for certification:

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

**DEBARMENT CERTIFICATION**

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

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

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

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

Check here if an explanation is attached to this certification.



**STATE OF NORTH CAROLINA  
DEPARTMENT OF TRANSPORTATION**

LETTER OF INTENT TO PERFORM AS A SUBCONTRACTOR

**CONTRACT:**

**NAME OF BIDDER:**

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

Name of MBE/WBE/DBE Subcontractor \_\_\_\_\_

Address \_\_\_\_\_

City \_\_\_\_\_ State \_\_\_\_\_ Zip \_\_\_\_\_

Please check all that apply:

Minority Business Enterprise (MBE) \_\_\_\_\_

Women Business Enterprise (WBE) \_\_\_\_\_

Disadvantaged Business Enterprise (DBE) \_\_\_\_\_

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

Commitment Total based on estimated Unit Prices and Quantities on the “attached” MBE/WBE/DBE Commitment Items sheet. Amount \$ \_\_\_\_\_

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

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

**Affirmation**

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

\_\_\_\_\_  
**Name of MBE/ WBE/ DBE Subcontractor**

\_\_\_\_\_  
**Name of Bidder**

\_\_\_\_\_  
**Signature / Title**

\_\_\_\_\_  
**Signature / Title**

\_\_\_\_\_  
**Date**

\_\_\_\_\_  
**Date**



# North Carolina Department of Transportation

## **PURCHASE ORDER CONTRACT BID FORM**

WBS Number: 2016CPT.03.36.20311

**Resurfacing and Pavement Markings, Etc. on Various Secondary Rds.  
in Duplin County**

ITEM	DESC	SECT	DESCRIPTION	QTY	UNIT	UNIT PRICE	AMOUNT BID
1	0000100000-N	800	MOBILIZATION	1.00	LS		
2	0106000000-E	230	BORROW EXCAVATION	1,045.00	CY		
3	1220000000-E	545	INCIDENTAL STONE BASE	50.00	TONS		
4	1245000000-E	SP	SHOULDER RECONSTRUCTION	9.41	SMI		
5	1330000000-E	607	INCIDENTAL MILLING	2,485.00	SY		
6	1519000000-E	610	SURFACE COURSE, S9.5B	5,071.00	TONS		
7	1520000000-E	SP	LEVELING COURSE, S9.5B	50.00	TONS		
8	1575000000-E	620	ASPHALT BINDER FOR PLANT MIX	308.00	TON		
9	1880000000-E	SP	PATCHING EXISTING PAVEMENT (MILL) GENERIC	70.00	TON		
10	1880000000-E	SP	PATCHING EXISTING PAVEMENT (FULL DEPTH) GENERIC	5.00	TON		
11	2845000000-N	858	ADJUSTMENT OF METER OR VALVE BOX	3.00	EA		
12	4413000000-E	SP	WORK ZONE ADVANCE/GENERAL WARNING SIGNING	544.00	SF		
13	4457000000-N	SP	TEMPORARY TRAFFIC CONTROL	1.00	LS		
14	4685000000-E	1205	THERMOPLASTIC PAVEMENT MARKING LINES (4", 90 MILS)	50,615.00	LF		
15	4686000000-E	1205	THERMOPLASTIC PAVEMENT MARKING LINES (4", 120 MILS)	31,046.00	LF		
16	4900000000-N	1251	PERMANENT RAISED PAVEMENT MARKERS	310.00	EA		
17	6000000000-E	1605	TEMPORARY SILT FENCE	576.00	LF		
18	6009000000-E	1610	STONE FOR EC CLASS B	145.00	TON		
19	6012000000-E	1610	SEDIMENT CONTROL STONE	145.00	TON		
20	6015000000-E	1615	TEMPORARY MULCHING	4.18	ACR		
21	6018000000-E	1620	SEED FOR TEMPORARY SEEDING	287.00	LBS		
22	6021000000-E	1620	FERTILIZER FOR TEMPORARY SEEDING	1.44	TON		
23	6036000000-E	1631	MATTING FOR EROSION CONTROL	50.00	SY		

ITEM	DESC	SECT	DESCRIPTION	QTY	UNIT	UNIT PRICE	AMOUNT BID
24	6042000000-E	1632	1/4" HARDWARE CLOTH	288.00	LF		
25	6071010000-E	SP	WATTLE	100.00	LF		
26	6084000000-E	1660	SEED & MULCHING	4.18	AC		
27	6090000000-E	1661	SEED FOR REPAIR SEEDING	288.00	LB		
28	6093000000-E	1661	FERTILIZER FOR REPAIR SEEDING	1.44	TON		

**TOTAL BID FOR PROJECT:** \_\_\_\_\_

CONTRACTOR \_\_\_\_\_

ADDRESS \_\_\_\_\_

Federal Identification Number \_\_\_\_\_

Contractors License Number \_\_\_\_\_

Authorized Agent \_\_\_\_\_

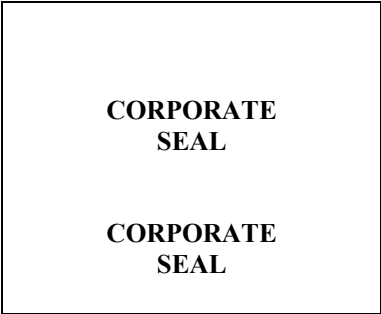
Title \_\_\_\_\_

Signature \_\_\_\_\_

Date \_\_\_\_\_

Witness \_\_\_\_\_ Title \_\_\_\_\_

Signature \_\_\_\_\_ Date \_\_\_\_\_



**Point of Contact for Post-Bid Inquires (e.g., Letters of Intent, Insurance, Bonds, and Contract Execution)**

Name \_\_\_\_\_

Email \_\_\_\_\_

Phone \_\_\_\_\_

**THIS SECTION TO BE COMPLETED BY NORTH CAROLINA DEPARTMENT OF TRANSPORTATION**

*This bid has been reviewed in accordance with Article 103-1 of the Standard Specifications for Roads and Structures 2012.*

*Reviewed by NCDOT* \_\_\_\_\_ *Date* \_\_\_\_\_

*Accepted by NCDOT* \_\_\_\_\_ *Date* \_\_\_\_\_

**EXECUTION OF CONTRACT**

**Contract No: DC00135**

**County: DUPLIN COUNTY**

ACCEPTED BY THE DEPARTMENT

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**Division Proposals Engineer**

---

Date

EXECUTION OF CONTRACT AND BONDS  
APPROVED AS TO FORM:

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**Division Project Manager**

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Date