

STATE OF NORTH CAROLINA
DEPARTMENT OF TRANSPORTATION
HIGHWAY DIVISION 6

PROPOSAL

**NON-EXCLUSIVE CONTRACT
ANNUAL RENEWABLE - 3 YEARS**

DATE & TIME OF BID OPENING: **OCTOBER 19, 2016 AT 2:00 PM**

WBS ELEMENT NO.: 6.102611, 6.202611, 6.202621, 6.102631, 6.104311, 6.204311, 6.204321 & 6.104331

FEDERAL AID NO.: STATE FUNDED

COUNTY: CUMBERLAND & HARNETT

ROUTE NO.: VARIOUS ROADS

TYPE OF WORK: MISCELLANEOUS CONCRETE CONSTRUCTION & PIPE INSTALLATION

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 NOT** REQUIRED.

NAME OF BIDDER

ADDRESS OF BIDDER

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

The Bidder has carefully examined the location of the proposed work; 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 this contract, 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.

TABLE OF CONTENTS**COVER SHEET
PROPOSAL SHEET****SPECIAL PROVISIONS**

INSTRUCTIONS TO BIDDERS	4
GENERAL:	5
DIVISION LET CONTRACT PREQUALIFICATION:.....	5
BOND REQUIREMENTS – No Bonds Required	5
AUTHORITY OF THE ENGINEER:	5
CONTRACT TIME AND LIQUIDATED DAMAGES:.....	5
CONTRACT PERIOD:	6
PROSECUTION AND PROGRESS:.....	6
NON-EXCLUSIVE CONTRACT:	6
INTERMEDIATE CONTRACT TIME AND LIQUIDATED DAMAGES:	6
POSTED WEIGHT LIMITS:.....	8
MINORITY BUSINESS ENTERPRISE AND WOMEN BUSINESS ENTERPRISE (DIVISIONS):.....	8
INSPECTION:	17
SUBSURFACE INFORMATION:	17
UTILITY CONFLICTS:.....	17
LOCATING EXISTING UNDERGROUND UTILITIES:	17
DIVISION SIX TRAFFIC SERVICES CONTACT:.....	17
DOMESTIC STEEL:.....	17
OUTSOURCING OUTSIDE THE USA:	17
IRAN DIVESTMENT ACT:	18
GIFTS FROM VENDORS AND CONTRACTORS:	18
LIABILITY INSURANCE:.....	18
EMPLOYMENT:	18
STATE HIGHWAY ADMINISTRATOR TITLE CHANGE:	19
SUBLETTING OF CONTRACT:.....	19
SUPERVISION BY CONTRACTOR:.....	19
EQUIPMENT:.....	19
CONFORMITY WITH THE CONTRACT:.....	19
PAYMENT AND RETAINAGE:	20
FLAGGERS:.....	20
ROADWAY.....	21
MATERIALS:.....	37
AVAILABILITY OF FUNDS – TERMINATION OF CONTRACTS:	48
ERRATA:	48
PLANT AND PEST QUARANTINES:	49
MINIMUM WAGES:	50
AWARD OF CONTRACT:	50
ON-THE-JOB TRAINING:	53
NAME CHANGE FOR NCDENR:.....	55
EXECUTION OF BID.....	56
CONTRACT BID FORM.....	65
EXECUTION OF CONTRACT.....	70

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 Form entitled "LISTING OF DBE SUBCONTRACTORS", or "LISTING OF MBE/WBE SUBCONTRACTORS", must be filled out for Subcontractors submitting quotes for work on this contract. The Contractor shall then submit this form with the bid package.
11. **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 PROPOSALS ENGINEER'S OFFICE AT 558 GILLESPIE STREET, FAYETTEVILLE, N. C. 28301 BY 2:00 P.M., OCTOBER 19, 2016.**
12. **The sealed bid envelope must display the bidding Contractor's name and address on the front.**
13. The sealed bid must display the following statement on the front of the sealed envelope:

QUOTATION FOR 6.102611, ETC.

MISCELLANEOUS CONCRETE

2:00 PM ON **WEDNESDAY, OCTOBER 19, 2016.**

14. 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
R. ALLEN WADDELL, P.E.
P.O. BOX 1150
FAYETTEVILLE, NC 28302**

PROJECT SPECIAL PROVISIONS

GENERAL:

This contract is for miscellaneous concrete construction in Cumberland & Harnett Counties.

All work and materials shall be in accordance with the provisions of the General Guidelines of this contract, the Project Special Provisions, the North Carolina Department of Transportation Standard Specifications for Roads and Structures 2012, the North Carolina Department of Transportation Roadway Standards Drawings, and the current edition of the Manual of Uniform Traffic Control Devices (MUTCD). The Contractor shall keep himself fully informed of all Federal, State and local laws, ordinances, and regulations, and shall comply with the provisions of Section 107 of the Standard Specifications.

The Department of Transportation does not exclude any person from participation in, deny any person the benefits of, or otherwise discriminate against anyone in connection with the award and performance of any contract covered by this program on the basis of race, color, sex, political affiliation/ influence, or national origin.

Contractor should be aware that total quantities shown are estimated for the purpose of bidding only. Total quantity shown is not guaranteed to the contractor and no claim may be made for insufficient quantities accomplished by the contractor.

The contractor shall coordinate all work with the Department. A pre-construction conference shall be held prior to beginning work.

DIVISION LET CONTRACT PREQUALIFICATION:

(07-01-14)(6-1-15)

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>.

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

BOND REQUIREMENTS – No Bonds Required

(06-01-16)

SPD 01-420B

The provisions of Articles 102-10 and 103-7 of the 2012 Standard Specifications for Roads and Structures are waived for this project. No bonds required.

AUTHORITY OF THE ENGINEER:

(01-30-14)

105-1

SPD 01-460

The Engineer for this project shall be the Division Engineer, Division 6, Division of Highways, North Carolina Department of Transportation, acting directly or through his duly authorized representative.

The Engineer will decide all questions which may arise as to the quality and acceptability of work performed and as to the rate of progress of the work; all questions which may arise as to the interpretation of the contract; and all questions as to the acceptable fulfillment of the contract on the part of the Contractor. His decision shall be final and he shall have executive authority to enforce and make effective such decisions and orders as the Contractor fails to carry out promptly.

CONTRACT TIME AND LIQUIDATED DAMAGES:

The date of availability for this project shall be the Date of Purchase Order Issue. No work will be permitted and no purchase order will be issued until all required bonds and prerequisite conditions and certifications have been satisfied.

The completion date for this project shall be One Year from the date of Purchase Order Issuance. No extensions will be authorized except as approved by the Engineer.

Liquidated damages for failure to complete individual routes (or route sections) within fourteen (14) calendar days from notification shall be One Hundred Dollars (\$100.00) per calendar day per route not completed.

No work may be performed on weekends, Legal State holidays or as directed by the engineer. Work shall only be performed when weather and visibility conditions allow safe operations.

CONTRACT PERIOD:

(2-19-14)

SPD 01-600

This contract shall be effective for one (1) contract period (up to 12 months). At the option of the Department and upon agreement by the Contractor, this contract may be extended for up to two (2) additional one (1) year periods with a five percent (5%) increase in prices each year.

No changes in the terms, condition, etc. of this contract will be made when an extension of the contract is implemented. The Engineer will notify the Contractor in writing prior to renewal of the contract. The Contractor must notify the Engineer in writing within thirty (30) days of notification by the Engineer of his acceptance or rejection of this offer. Failure on the part of the Contractor to reply will be viewed as a rejection of the contract extension.

The Contractor shall provide an ACORD insurance certificate showing a minimum of \$5,000,000 Liability Insurance along with proof of all other legally required insurance.

PROSECUTION AND PROGRESS:

(3-16-10)

108

SPD 1-700

The Contractor shall pursue the work diligently with workmen in sufficient numbers, abilities, and supervision, and with equipment, materials, and methods as may be required to complete the work described in the contract by the completion date and in accordance with the *2012 Standard Specifications*.

The Contractor's operations are restricted to daylight hours. No work may be performed on Saturdays, Sundays and legal State holidays, unless otherwise approved by the Engineer. Work shall only be performed when weather and visibility conditions allow safe operations.

NON-EXCLUSIVE CONTRACT:

The Department may, as it deems to be in the best interest of the state and the Department of Transportation, execute more than one contract based on this proposal. The Contractor(s) understands and agrees, by signature on the Purchase Order Contract Bid Proposal, that this agreement **does not** constitute an exclusive contract. If awarded, the contracts will be executed with the lowest responsible bidders. The Department of Transportation reserves the right to make multiple awards for the services provided by this contract. Furthermore, the Department reserves the right to reject all bids received.

INTERMEDIATE CONTRACT TIME AND LIQUIDATED DAMAGES:

(2-20-07)

SP1G14A

The Contractor shall complete the required work of installing, maintaining, and removing the traffic control devices for lane closures, narrowing lanes, detaining and/or altering the traffic flow and restoring to a two-lane, two-way traffic pattern. These provisions shall be adhered to from the beginning of the project through project completion. The District Engineer can adjust the time restrictions as necessary. The Contractor shall not close or narrow a lane of traffic during the following time restrictions::

INTERSTATE 95 & FUTURE INTERSTATE 295
DAY AND TIME RESTRICTIONS

Monday thru Thursday
6:00 a.m. thru 9:00 a.m.
4:00 p.m. thru 7:00 p.m.

Friday 6:00 a.m. through Monday 9:00 a.m.

ALL OTHER STATE MAINTAINED ROUTES
DAY AND TIME RESTRICTIONS

Monday thru Friday

6:00 a.m. thru 9:00 a.m.
4:00 p.m. thru 7:00 p.m.

In addition, the Contractor shall not narrow or close a lane of traffic on ANY STATE MAINTAINED ROUTE, detain and /or alter the traffic flow on or during 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 **4:00 p.m.** December 31st and **8:30 a.m.** January 2nd. If New Year's Day is on a Friday, Saturday, Sunday or Monday, then until **8:30 a.m.** the following Tuesday.
3. For **Martin Luther King, Jr. Day**, between the hours of **4:00 p.m.** Friday and **8:30 a.m.** Tuesday.
4. For **Easter**, between the hours of **4:00 p.m.** Thursday and **8:30 a.m.** Monday.
5. For **Memorial Day**, between the hours of **4:00 p.m.** Friday and **8:30 a.m.** Tuesday.
6. For **Independence Day**, between the hours of **4:00 p.m.** the day before Independence Day and **8:30 a.m.** the day after Independence Day.

If **Independence Day** is on a Friday, Saturday, Sunday or Monday, then between the hours of **4:00 p.m.** the Thursday before Independence Day and **8:30 a.m.** the Tuesday after Independence Day.

7. For **Labor Day**, between the hours of **4:00 p.m.** Friday and **8:30 a.m.** Tuesday.
8. For **Veteran's Day**, between the hours of **4:00 p.m.** Friday and **8:30 a.m.** Tuesday.
9. For **Thanksgiving Day**, between the hours of **4:00 p.m.** Tuesday and **8:30 a.m.** Monday.
10. For **Christmas**, between the hours of **4:00 p.m.** the Friday before the week of Christmas Day and **8:30 a.m.** the following Tuesday after the week of Christmas Day.
11. For **NASCAR Daytona Car Races**, between the hours of **6:00 a.m.** the Friday before the week of the NASCAR Daytona Car Races to **7:00 p.m.** Monday after the week of the NASCAR Daytona Car Races.
12. For the **Daytona Bike Week**, between the hours of **6:00 a.m.** Friday the week before the week of the Daytona Bike Week to **7:00 p.m.** Monday after the week of the Daytona Bike week.
13. For the **Myrtle Beach Bike Weekend**, between the hours of **6:00 a.m.** Thursday before the week of the Myrtle Beach Bike Weekend to **7:00 p.m.** Monday after the weekend of the Myrtle Beach Bike Weekend.

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

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

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 according to the time restrictions stated above and place traffic in a two-lane, two-way pattern.

The liquidated damages for this contract time are:

Five Hundred Dollars (\$500.00) per one (1) hour or any portion thereof.

POSTED WEIGHT LIMITS:

(7-1-95) (Rev.9-15-15)

105

SP1 G24R

The Contractor's attention is directed to Article 105-15 of the *2012 Standard Specifications* and to the fact that various Primary and Secondary Roads and bridges may be posted with weight limits less than the legal limit. Do not exceed the posted weight limits in transporting materials and/or equipment to the projects. Make a thorough examination of all projects and haul routes and be prepared to discuss them at the Preconstruction Conference.

MINORITY BUSINESS ENTERPRISE AND WOMEN BUSINESS ENTERPRISE (DIVISIONS):

(10-16-07)(Rev. 7-19-16)

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 %**
- (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 %**
- (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 **6** 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 that are also prequalified subcontractors. The bidder must solicit this interest within at least 10 days prior to bid opening to allow the MBEs/WBEs to respond to the solicitation. Solicitation shall provide the opportunity to MBEs/WBEs within the Division and surrounding Divisions where the project is located. The bidder must determine with certainty if the MBEs/WBEs are interested by taking appropriate steps to follow up initial solicitations.
- (B) Selecting portions of the work to be performed by MBEs/WBEs in order to increase the likelihood that the MBE and WBE goals will be achieved.
 - (1) Where appropriate, break out contract work items into economically feasible units to facilitate MBE/WBE participation, even when the prime contractor might otherwise prefer to perform these work items with its own forces.
 - (2) Negotiate with subcontractors to assume part of the responsibility to meet the contract MBE/WBE goals when the work to be sublet includes potential for MBE/WBE participation (2nd and 3rd tier subcontractors).
- (C) Providing interested certified MBEs/WBEs that are also prequalified subcontractors with adequate information about the plans, specifications, and requirements of the contract in a timely manner to assist them in responding to a solicitation.
- (D) (1) Negotiating in good faith with interested MBEs/WBEs. It is the bidder's responsibility to make a portion of the work available to MBE/WBE subcontractors and suppliers and to select those portions of the work or material needs consistent with the available MBE/WBE subcontractors and suppliers, so as to facilitate MBE/WBE participation. Evidence of such negotiation includes the names, addresses, and telephone numbers of MBEs/WBEs that were considered; a description of the information

provided regarding the plans and specifications for the work selected for subcontracting; and evidence as to why additional agreements could not be reached for MBEs/WBEs to perform the work.

- (2) A bidder using good business judgment would consider a number of factors in negotiating with subcontractors, including MBE/WBE subcontractors, and would take a firm's price and capabilities as well as contract goals into consideration. However, the fact that there may be some additional costs involved in finding and using MBEs/WBEs is not in itself sufficient reason for a bidder's failure to meet the contract MBE or WBE goals, as long as such costs are reasonable. Also, the ability or desire of a prime contractor to perform the work of a contract with its own organization does not relieve the bidder of the responsibility to make good faith efforts. Bidding contractors are not, however, required to accept higher quotes from MBEs/WBEs if the price difference is excessive or unreasonable.
- (E) Not rejecting MBEs/WBEs as being unqualified without sound reasons based on a thorough investigation of their capabilities. The bidder's standing within its industry, membership in specific groups, organizations, or associates and political or social affiliations (for example, union vs. non-union employee status) are not legitimate causes for the rejection or non-solicitation of bids in the bidder's efforts to meet the project goal.
- (F) Making efforts to assist interested MBEs/WBEs in obtaining bonding, lines of credit, or insurance as required by the recipient or bidder.
- (G) Making efforts to assist interested MBEs/WBEs in obtaining necessary equipment, supplies, materials, or related assistance or services.
- (H) Effectively using the services of available minority/women community organizations; minority/women contractors' groups; Federal, State, and local minority/women business assistance offices; and other organizations as allowed on a case-by-case basis to provide assistance in the recruitment and placement of MBEs/WBEs. Contact within 7 days from the bid opening 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 through the Department's DBE Payment Tracking System.

Failure to Meet Contract Requirements

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

INSPECTION:

All work shall be subject to inspection by the Engineer at any time. Routinely, the Engineer will make periodic inspections of the completed work. It will be the responsibility of the Contractor to keep the Engineer informed of his proposed work plan and to submit written reports of work accomplished on a frequency to be determined by the Engineer.

SUBSURFACE INFORMATION:

(7-1-95)

450

SP1 G112 A

There is **no** subsurface information available on this project. The Contractor shall make his own investigation of subsurface conditions.

UTILITY CONFLICTS:

It shall be the responsibility of the Contractor to contact all affected utility owners and determine the precise locations of all utilities prior to beginning construction. Utility owners shall be contacted a minimum of 48 hours prior to the commencement of operations. Special care shall be used in working around or near existing utilities, protecting them when necessary to provide uninterrupted service. In the event that any utility service is interrupted, the Contractor shall notify the utility owner immediately and shall cooperate with the owner, or his representative, in the restoration of service in the shortest time possible. Existing fire hydrants shall be kept accessible to fire departments at all times.

The contractor shall adhere to all applicable regulations and follow accepted safety procedures when working in the vicinity of utilities in order to insure the safety of construction personnel and the public.

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.

DIVISION SIX TRAFFIC SERVICES CONTACT:

Excavation within 500 feet of a signalized intersection will require notification by the contractor to the Division Traffic Services Unit at telephone number (910) 486-1452. All traffic signal or detection cables must be located prior to excavation.

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.

IRAN DIVESTMENT ACT:

(5-17-16)

SP01 G151

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

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

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

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

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.

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.

SUPERVISION BY CONTRACTOR:

At all times during the life of the project the Contractor shall provide one permanent employee who shall have the authority and capability for overall responsibility of the project and who shall be personally available at the work site within 24 hours notice. Such employee shall be fully authorized to conduct all business with the Subcontractors, to negotiate and execute all supplemental agreements, and to execute the orders or directions of the Engineer.

At all times that work is actually being performed, the Contractor shall have present on the project one competent individual who is authorized to act in a supervisory capacity over all work on the project, including work subcontracted. The individual who has been so authorized shall be experienced in the type of work being performed and shall be fully capable of managing, directing, and coordinating the work; of reading and thoroughly understanding the contract; and receiving and carrying out directions from the Engineer or his authorized representatives. He shall be an employee of the Contractor unless otherwise approved by the Engineer.

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

EQUIPMENT:

The Contractor shall furnish all equipment in good operating condition, and shall be operated by properly trained and qualified personnel. The Contractor shall be responsible for all costs or charges incurred in the operation and maintenance of the equipment during the performance of this contract. Upon request, the contractor shall provide any and all state and federal certifications for equipment safety.

Payment for equipment and labor required to perform bid items is included in the bid item price provided by the contractor. Mobilization of labor and equipment shall be included in the bid item price provided by the contractor.

CONFORMITY WITH THE CONTRACT:

The presence of the engineer or an inspector at the work site shall in no way lessen the contractor’s responsibility for conformity with the provisions of this contract. Should the engineer or inspector fail to point out work that does not conform

with the plans and specifications, whether from lack of discovery or for any other reason, it shall in no way prevent later rejection or correction to the unsatisfactory work when discovered. The contractor shall have no claim for losses suffered due to any necessary removals or repairs resulting from unsatisfactory work.

PAYMENT AND RETAINAGE:

The **INVOICE** along with – **SUBCONTRACTOR PAYMENT INFORMATION** shall be completed for each month work is performed and shall be submitted to the Department. Upon verification, the Engineer will submit the invoice for payment.

Invoices shall be submitted to:

Lee R. Hines, Jr., P.E.
NC DOT
Division 6 - District 2
P.O. Box 1150
Fayetteville, NC 28306

Invoices shall not be processed for payment without the accompanying **FORM DBE-IS**. If there is no participation at the time of a planned pay request, enter “zero” or “no participation this period” and submit the form with the invoice.

FLAGGERS:

Provide the service of properly equipped and qualified flaggers, in accordance with Section 1150 of the Standard Specifications and Roadway Standard Drawing 1150.01, at locations and times for such period as necessary for the control and protection of vehicular and pedestrian traffic. Anyone who controls traffic is required to be qualified. Qualification consists of each flagger receiving proper training in the set-up and techniques of safely and competently performing a flagging operation. Qualification of flaggers is to be done by an NCDOT approved training agency. For a complete listing of these, see the Work Zone Traffic Control’s webpage, <http://www.ncdot.gov/doh/preconstruct/wztc/>.

Prior to beginning work on the project, a Qualification Statement that all flaggers used on the project have been properly trained through an NCDOT approved training resource shall be provided to the Engineer.

Flagging operations are not allowed for the convenience of the Contractor’s operations. However, if safety issues exist (i.e. sight or stopping sight distance), the Engineer may approve the use of flagging operations. Use flagging methods that comply with the guidelines in the MUTCD.

PROJECT SPECIAL PROVISIONS**ROADWAY****NOTES TO CONTRACTOR:**

1. Contract payment and performance bonds are not required for this contract.
2. Portable work zone signing consistent with a flagging operation is acceptable. Stationary work zone signing will not be required.
3. The Contractor shall not close more than one lane at a time without prior approval from the Engineer.
4. Operate equipment and conduct operations in the same direction as the flow of traffic.
5. Contractor shall be responsible for the purchase and placement of the concrete materials, including the concrete mix and expansion joints. No separate payment shall be made for those items, as they shall be considered incidental to the different types of structures.

DRIVEWAYS AND PRIVATE PROPERTY:

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

The Contractor shall not perform work for private citizens or agencies in conjunction with this project or within the project limits of this contract.

TRAFFIC SIGNS & MAILBOXES:

Permanent traffic signs and mailboxes that interfere with the road construction operations are to be removed during the course of a day's work, and be reinstalled at the conclusion of each work day. The Contractor shall mark the proper location of the signs and mailboxes by placing an offset stake behind the ditch line to ensure proper replacement.

INTERPRETATION OF QUANTITIES IN BID FORM:

The quantities appearing in the bid form are approximate only and are to be used for the comparison of bids. Payment to the Contractor will be made only for the actual quantities of the various items that are completed and accepted in accordance with the terms of the contract.

Projects will become available throughout the year at various locations in Robeson County. The department will notify the winning bidder when work is available.

COOPERATION WITH STATE FORCES AND OTHER CONTRACTORS:

The Contractor must cooperate with State forces and other Contractors working within the limits of this project as directed by the Engineer.

PRESERVATION OF PROPERTY:

The Contractor shall exercise care to avoid damage to all public and private property and facilities. Any damage to properties, such as, but not limited to, mailboxes, fences, gates, vehicles, driveways, etc. shall immediately be restored to the previously existing condition by the contractor. No payment will be made to the Contractor for such restorative work.

LITTERING ON PROJECT:

The discarding of trash other than in acceptable trash containers will be considered littering and will not be tolerated on NCDOT projects. Violators will be subject to penalty under State Laws.

WBS ELEMENTS:

When invoicing, refer to the bullets below for appropriate designations:

- 6.102611 (Cumberland County Primary Routes)
- 6.202611 (Cumberland County Secondary Routes)
- 6.202621 (Cumberland County Unpaved Secondary Routes)
- 6.102631 (Cumberland County Interstate Routes)
- 6.104311 (Harnett County Primary Routes)
- 6.204311 (Harnett County Secondary Routes)
- 6.204321 (Harnett County Unpaved Secondary Routes)
- 6.104331 (Harnett County Interstate Routes)

GRADING:

The Contractor is to grade area to the typical sections and details shown or directed by the Engineer. Grading shall be defined in Section 226 of the Standard Specifications for Roads and Structures 2012 or amendments thereof, as amended herein, and shall include all grading work necessary to construct the project including but not limited to clearing and grubbing, roadway excavation, embankment construction, shoulder construction, fine grading, and shaping, grading and compacting roadway ditches, tail ditches, slopes and subgrade. **There shall be no direct payment for grading as grading shall be incidental to all miscellaneous concrete construction and/or pipe installation operations.**

EROSION, SILTATION, AND POLLUTION CONTROL:

The Contractor shall exercise every reasonable precaution and take all necessary measures throughout the life of the project to prevent erosion, siltation, and pollution in accordance with Section 107-13 of the Standard Specifications for Roads and Structures 2012 or amendments thereof. Erosion control measures shall be installed and maintained in accordance with the plans for this project, Division 16 of the Standard Specifications, Section 1630 of the Standard Specifications, the NCDOT Best Management Practices for Construction and Maintenance Activities or amendments thereof and in locations directed by the Engineer or his representative.

The NCDOT Best Management Practices for Construction and Maintenance Activities manual can be found on the Internet at the following web address:

http://ncdot.org/doh/operations/BMP_manual/default.html

ROUTINE MOBILIZATION:

The Contractor will be notified when services are needed by the Engineer, and shall begin work **within fourteen (14) Calendar Days after notification, or as determined by the Engineer**. Failure to respond within the designated time frame for the routine service, or as approved by the Engineer, may result in cancellation of this contract.

Routine Mobilization will not be paid separately, but shall be considered to be incidental to other contract items.

EMERGENCY CALL BACK MOBILIZATION:

A separate bid item will be used for **Emergency Call Back Mobilization**. The contractor shall include a cost for mobilizing on emergency basis. Under this item the contractor shall respond after first initially being contacted by the Engineer to the required areas **within three (3) Calendar Days**. Failure to respond within the time frame may result in nonpayment of this item as emergency basis.

Basis of payment will be the contract unit price per each for Emergency Call Back Mobilization.

MISCELLANEOUS:

All work items necessary to complete the work other than listed on the "Bid Proposal Form" will be considered incidental in nature and no further compensation will be made. Any work performed in an unsatisfactory manner shall be basis for cancellation of the contract.

All work performed by the contractor shall be in compliance with the Standard Specifications and Workmanship/Appearance done to the satisfaction of the Engineer.

Under the terms of this contract for multiple awards, NCDOT has the right to move to the next low bidder that was issued this contract, provided one exists, for such things as, but not limited to:

1. Non-responsiveness to the Engineer's call to work within the allotted or agreed to time frame.
2. Lack of quality control or supervision.
3. Lack of proper equipment to perform the required task.
4. Equipment malfunctions or breakdowns.
5. Inadequate or insufficient number of crew members.

INCIDENTAL CONCRETE CONSTRUCTION - GENERAL

Incidental concrete construction shall meet the general requirements in accordance with Section 825 of the Standard Specifications. Maintain forms true to the required lines, grades and dimensions. Construct forms with material of such strength and with sufficient rigidity to prevent any appreciable deflection between supports. No concrete shall be placed until the foundation, the adequacy of the forms, the placing of reinforcement and other embedded items have been inspected and approved by the Engineer. The temperature of the concrete shall not be less than 50 degrees Fahrenheit at the time of placement. The air temperature measured at the job site, in the shade, away from artificial heat shall be a minimum of 35 degrees Fahrenheit and rising before placement will be permitted. The Contractor shall cure the concrete in accordance with Section 825-9 of the Standard Specifications.

UNDERCUT EXCAVATION:

When the Engineer determines that the finish graded roadway cross section contains undesirable material, the Contractor shall remove the material and backfill with suitable, properly compacted material. Payment for undercut excavation will be made only in areas that have been examined and approved by the Engineer. Work shall be done in accordance with Section 225 of the Standard Specifications.

Excavation will be measured and paid in cubic yards of materials, measured in their original position and computed by the average end method. The Contractor shall not exceed a depth of three (3) feet when excavating unsuitable material. Foundation Conditioning Geotextile shall be utilized in these areas or as directed by the Engineer. All excess material shall be disposed of in accordance with Section 802 of the Standard Specifications.

Payment to the contractor will be full compensation for all work involving undercut excavation and hauling and disposing of materials.

Basis of payment for "Undercut Excavation" will be the unit bid price per cubic yard.

BORROW:

The work covered by this item consists of the furnishing and excavation of an approved material from a contractor supplied location for use as a backfill material. Payment will be on cubic yard basis by truck measurement. The quantity of borrow excavation to be paid will be the actual number of cubic yards of approved material, measured in trucks, which has been excavated from the borrow source and incorporated into the completed and accepted work. The recorded capacity of any truck used to transport the material will be adjusted by making a 25% deduction to allow for shrinkage and the adjusted capacity will be the quantity paid for. Contractor furnished borrow and waste sites shall comply with section 230 of the Standard Specifications. **A copy of the borrow source permit shall be provided to the inspector prior to hauling any materials.**

Basis of payment for "Borrow Excavation" will be the unit bid price per cubic yard.

REMOVAL AND DISPOSAL OF EXISTING CONCRETE AND ASPHALT:

In accordance with Section 250 of the Standard Specifications for Roads and Structures 2012 or amendments thereof, break up, remove and satisfactorily dispose of the and asphalt and portland cement concrete components within the limits shown on the plans or as directed by the engineer. Removal of existing asphalt and concrete will be measured and paid for in square yards of existing asphalt and concrete actually removed and disposed of properly. Removal of existing asphalt and concrete will be measured by actual surface measurement prior to removal. Any material removed from the project shall be done in accordance with Section 802 of the Standard Specifications for Roads and Structures 2012 or amendments thereof.

Basis of payment for "Removal of Existing Concrete" and "Removal of Existing Asphalt" will be the unit bid price per square yard.

FOUNDATION CONDITIONING MATERIAL, MINOR STRUCTURES:

The Contractor shall furnish and install foundation conditioning material in accordance with Sections 300 and 1016 of the Standard Specifications for Roads and Structures 2012 or amendments thereof.

All grading and/or excavation associated with the installation of the foundation conditioning material shall be considered incidental to the placement of the foundation conditioning material. This item shall be of number 5 or 57 stone and shall be placed in accordance with Std. No. 300.01 of the Roadway Standards. This item will be utilized at locations where the existing foundation material is unsuitable for the installation of pipe. Masonry drainage structures will require this item as a base. Foundation Conditioning Geotextile may be utilized in areas where deemed necessary by the Engineer or his representative and will be paid for separately as indicated in this contract proposal.

Basis of payment for "Foundation Conditioning Material, Minor Structures" will be the unit bid price per ton.

PIPE CULVERTS:

The Contractor shall furnish and install pipe culverts in accordance with the requirements of Section 300, 305 and 310 of the Standard Specifications for Roads and Structures 2012, standard drawing number 300.01 of the Roadway Standards Drawings, and amendments thereof and/or as directed by the Engineer or his representative.

All grading and/or excavation associated with the installation of the pipe culverts shall be considered incidental to the pipe installation operation. The Contractor shall thoroughly and carefully backfill the pipe in layers not exceeding 6 inches loose with material approved by the Engineer. Pipe and backfilled areas shall be graded and maintained in such a condition that erosion or saturation will not erode or damage the pipe or backfill. Heavy equipment shall not be operated over the pipe until it has been properly backfilled and minimum cover as shown on the plans or as approved by the Engineer has been placed over the pipe. All cross pipes shall be constructed with minimum cover as defined the Standard Specifications for Roads and Structures 2012, standard drawing number 300.01 of the Roadway Standards Drawings, the Roadway Design Manual, and amendments thereof and as directed by the Engineer. All pipe materials shall be inspected and approved by the Engineer after delivery to the project and prior to installation. **Pipe culverts shall not be backfilled until approved by the Engineer or his representative.**

Pipe will be measured and paid as the actual number of linear feet of pipe that has been incorporated into the completed and accepted work. Measurement of pipe will be made by counting the number of joints used and multiplying by the length of the joint to obtain the number of linear feet of pipe installed and accepted. **Where traffic is to be maintained, install pipe in sections so that half the width of the roadway is available to traffic.**

All concrete pipe culverts shall bear the NCDOT stamp of approval prior to installation. No pipe shall be used that do not have this seal of approval.

Basis of payment for 15", 18", 24", 30" and 36" RC Pipe Culverts, Class III will be the unit bid price per linear foot.

PIPE REMOVAL:

All pipe removal will be considered waste material, and will be the responsibility of the Contractor to remove to the waste site. All grading and/or excavation associated with the removal of the pipe culverts shall be considered incidental to the pipe removal operation. Payment will be per unit price and include removal to the waste site. Removal of drainage structures such as drop inlets will be considered incidental to the pipe removal. Pipe Removal shall be done in accordance with Section 340 of the Standard Specifications for Roads and Structures 2012 or amendments thereof. Contract unit price bid shall include removal to, and disposal at a contractor provided waste site.

Any material removed from the project shall be done in accordance with Section 802 of the Standard Specifications for Roads and Structures 2012 or amendments thereof.

Basis of payment for "Pipe Removal" will be the unit bid price per linear foot.

AGGREGATE BASE COURSE:

The Contractor shall furnish and place aggregate base course in accordance with the provisions of Section 520 of the Standard Specifications for Roads and Structures 2012 and to the typical sections and details shown.

The Contractor shall dry or add moisture to the material when required to provide a uniformly compacted and acceptable base. When completed, the base course shall be smooth, hard, dense, unyielding and well bonded. All disturbed areas shall be properly compacted in accordance Section 520-7 of the Standard Specifications for Roads and Structures 2012.

Payment will be made under the item "Aggregate Base Course" and shall include, but not be limited to, furnishing aggregate with water, mixing, hauling, spreading materials, compacting, shaping and maintaining the base course.

Basis of payment for "Aggregate Base Course" will be the unit bid price per ton.

PIPE COLLAR:

This item will be constructed according to Section 840 of the Standard Specifications for Roads and Structures 2012 and Roadway Standard Drawing 840.72 or amendments thereof or as directed by the engineer. Use Class B concrete unless otherwise indicated on the plans. Concrete shall be of a North Carolina Department of Transportation approved mix design dispatched from a currently certified production facility. No concrete shall be placed until the forms and base have been inspected and approved by the Department of Transportation. **There shall be no direct payment for any grading and/or excavation involved with the installation and or construction of any pipe collar.**

Basis of payment for "Pipe Collar" will be the unit bid price per cubic yard.

FLOWABLE FILL:

(9-17-02) (Rev 1-17-12)

300, 340, 450, 1000, 1530, 1540, 1550

SP3 R30

This work consists of all work necessary to place flowable fill in accordance with these provisions, the plans, and as directed. This item will be constructed according to Section 1000-6 of the Standard Specifications for Roads and Structures 2012 or amendments thereof or as directed by the Engineer. Flowable fill shall be of a North Carolina Department of Transportation approved mix design dispatched from a currently certified production facility.

Flowable fill may be used for backfill when approved by the Engineer. When using flowable fill, ensure that the pipe is not displaced and does not float during backfill. Submit methods for supporting the pipe and material placement to the Engineer for review and approval. Discharge flowable fill material directly from the truck into the space to be filled or by other approved methods. The mix may be placed full depth or in lifts as site conditions warrant.

Basis of payment for "Flowable Fill" will be the unit bid price per cubic yard.

MINOR DRAINAGE STRUCTURES:

Minor Drainage Structures shall be constructed in accordance with Section 840 of the Standard Specifications for Roads and Structures 2012 and the current Roadway Standard Drawings 2012 840.00, 840.01, 840.02, 840.04, 840.05, 840.14, 840.15, 840.17, 840.18, 840.26, 840.27, 840.28, 840.41, 840.45, 840.46 or amendments thereof or as directed by the Engineer. This work consists of constructing concrete block masonry and/or utilizing approved precast drainage structure(s). Precast drainage structures shall bear the NCDOT stamp of approval prior to installation. No precast drainage structure shall be used that do not have this seal of approval.

Construct concrete footings and all other concrete elements of the structure in accordance with Section 825. Use Class B concrete unless otherwise indicated on the plans. Concrete shall be of a North Carolina Department of Transportation approved mix design dispatched from a currently certified production facility. No concrete shall be placed until the forms and base have been inspected and approved by the Department of Transportation.

Use freshly mixed mortar meeting the requirements of Article 1040-8. Remove and dispose of any mortar that has developed initial set or has lost plasticity. Build block masonry plumb and true to the required dimensions. Stagger vertical joints. Set the block with the cells vertical. Spread mortar on the bearing members and fill the vertical joints with mortar. Dampen block when necessary to reduce the rate of absorption. Make joints straight, level, plumb, and neat at intersection. Make joints 1/4 to 1/2" thick except where otherwise indicated on the plans. Finish joints that will remain exposed after backfill, with a concave

jointer. Flush cut all other joints. Clean exposed exterior surfaces of spilled mortar that are not backfilled. Steps shall be installed in accordance standard drawing number 840.66 of the Roadway Standard Drawings 2012.

Where drainage structures exceed a height of five (5) feet, the number of linear feet exceeding five (5) feet that the drainage structure has been constructed will be measured and paid for per linear foot for drainage structure as provided for in Article 840-4. Measurement will be made vertically to the nearest tenth of a foot from the top of the bottom slab to the top of the wall.

The construction of the Base Pad for drainage structures shall be done in accordance with Section 840 of the Standard Specifications for Roads and Structures 2012 and Roadway Standard Drawing 840.00 or amendment thereof. There shall be no direct payment for the construction of the base pad as it shall be considered incidental to the construction of the drainage structure.

Backfill with approved material to the required density as defined by Section 235-3 of the Standard Specifications for Roads and Structures 2012 after the drainage structure has cured for at least seven (7) curing days unless approved by the Engineer. Backfill material will be paid for separately as defined elsewhere within this contract proposal.

In accordance with Section 802 of the Standard Specifications for Roads and Structures 2012 or amendments thereof, break up, remove and satisfactorily dispose of the drainage structure components within the limits shown on the plans or as directed. Removal of drainage structures such as drop inlets will be considered incidental to the construction of the Minor Drainage Structure(s).

Payment for this item will be full compensation for grading and excavation necessary to construct the masonry drainage structure, materials and labor for construction of the masonry drainage structure, and any other incidentals associated with the construction of the masonry drainage structure. **There shall be no direct payment for any grading or excavation involved with the installation and or construction of any drainage structure.**

All precast drainage structures shall bear the NCDOT stamp of approval prior to installation. No precast drainage structure shall be used that do not have this seal of approval.

Frames, grates, lids and/or covers shall be paid for separately as defined elsewhere in this contract proposal. **The appropriate county Maintenance Department will retain any salvageable grate, frame and/or lid.**

Basis of payment for "Minor Drainage Structures (0 – 5 feet)" will be the unit bid price per each and for "Minor Drainage Structures (5 feet and greater)" will be the unit bid price per linear foot.

MINOR DRAINAGE STRUCTURES, TRAFFIC BEARING:

Traffic Bearing Minor Drainage Structures shall be constructed in accordance with Section 840 of the Standard Specifications for Roads and Structures 2012 and the current Roadway Standard Drawings 2012 840.35, 840.36, amendments thereof and/or as directed by the Engineer. This work consists of constructing traffic bearing concrete block masonry and/or utilizing approved precast traffic bearing drainage structure(s). Precast traffic bearing drainage structures shall bear the NCDOT stamp of approval prior to installation. No precast traffic bearing drainage structure shall be used that do not have this seal of approval.

Construct concrete footings and all other concrete elements of the structure in accordance with Section 825. Use Class B concrete unless otherwise indicated on the plans or within the Roadway Standard Drawings 2012. Concrete shall be of a North Carolina Department of Transportation approved mix design dispatched from a currently certified production facility. No concrete shall be placed until the forms and base have been inspected and approved by the Department of Transportation.

Use freshly mixed mortar meeting the requirements of Article 1040-8. Remove and dispose of any mortar that has developed initial set or has lost plasticity. Build block masonry plumb and true to the required dimensions. Stagger vertical joints. Set the block with the cells vertical. Spread mortar on the bearing members and fill the vertical joints with mortar. Dampen block when necessary to reduce the rate of absorption. Make joints straight, level, plumb, and neat at intersection. Make joints 1/4 to 1/2" thick except where otherwise indicated on the plans. Finish joints that will remain exposed after backfill, with a concave jointer. Flush cut all other joints. Clean exposed exterior surfaces of spilled mortar that are not backfilled. Steps shall be installed in accordance standard drawing number 840.66 of the Roadway Standard Drawings 2012.

Where traffic bearing drainage structures exceed a height of five (5) feet, the number of linear feet exceeding five (5) feet that the traffic bearing drainage structure has been constructed will be measured and paid for per linear foot for drainage structure as provided for in Article 840-4. Measurement will be made vertically to the nearest tenth of a foot from the top of the bottom slab to the top of the wall.

Backfill with approved material to the required density as defined by Section 235-3 of the Standard Specifications for Roads and Structures 2012 after the drainage structure has cured for at least seven (7) curing days unless approved by the Engineer. Backfill material will be paid for separately as defined elsewhere within this contract proposal.

In accordance with Section 802 of the Standard Specifications for Roads and Structures 2012 or amendments thereof, break up, remove and satisfactorily dispose of the masonry drainage structure components within the limits shown on the plans or as directed. Removal of drainage structures such as drop inlets will be considered incidental to the construction of the traffic bearing minor drainage structure(s).

Payment for this item will be full compensation for grading and excavation necessary to construct the traffic bearing minor drainage structure, materials and labor for construction of the traffic bearing minor drainage structure, and any other incidentals associated with the construction of the traffic bearing minor drainage structure. **There shall be no direct payment for any grading or excavation involved with the installation and or construction of any traffic bearing drainage structure.**

All precast drainage structures shall bear the NCDOT stamp of approval prior to installation. No precast drainage structure shall be used that do not have this seal of approval.

Frames, grates, lids and/or covers shall be paid for separately as defined elsewhere in this contract proposal. **The appropriate county Maintenance Department will retain any salvageable grate, frame and/or lid.**

Basis of payment for "Minor Drainage Structures, Traffic Bearing (0 – 5 feet)" will be the unit bid price per each and for "Minor Drainage Structures, Traffic Bearing (5 feet and greater)" will be the unit bid price per linear foot.

OPEN THROAT CATCH BASIN TOP SLAB:

This item will be constructed according to Section 840 of the Standard Specifications for Roads and Structures 2012 or amendments thereof and standard drawing number 840.04 and 840.05 of the Roadway Standard Drawings 2012 or as directed by the Engineer. Construct all concrete elements of the structure in accordance with Section 825 of the Standard Specifications for Roads and Structures 2012.

Precast drainage structures shall bear the NCDOT stamp of approval prior to installation. No precast drainage structure shall be used that do not have this seal of approval.

Use Class B concrete where required or as directed by the Engineer. Concrete shall be of a North Carolina Department of Transportation approved mix design dispatched from a currently certified production facility. No concrete shall be placed until the forms and base have been inspected and approved by the Department of Transportation.

All reinforcing steel (rebar) required to construct the open throat catch basin top slab will be considered incidental to the construction of the open throat catch basin top slab. There shall be no separate payment for any incidental items involved in the constructions of the open throat catch basin top slab.

Payment for this item will be full compensation for grading and excavation necessary to construct the open throat catch basin top slab, materials and labor for construction of the open throat catch basin top slab, and any other incidentals associated with the construction of the open throat catch basin top slab. **There shall be no direct payment for any grading involved with the installation and or construction of any open throat catch basin top slab.**

All precast drainage structures shall bear the NCDOT stamp of approval prior to installation. No precast drainage structure shall be used that do not have this seal of approval.

Basis of payment for "Open Throat Catch Basin Top Slab" will be the unit bid price per each.

FRAMES WITH GRATES/DRIVEWAY DROP INLET:

This item will be constructed according to Section 840 of the Standard Specifications for Roads and Structures 2012 or amendments thereof and standard drawing number 840.30 of the Roadway Standard Drawings 2012 or as directed by the Engineer. Construct all concrete elements of the structure in accordance with Section 825 of the Standard Specifications for Roads and Structures 2012.

Use Class B concrete where required or as directed by the Engineer. Concrete shall be of a North Carolina Department of Transportation approved mix design dispatched from a currently certified production facility. No concrete shall be placed until the forms and base have been inspected and approved by the Department of Transportation.

Payment for this item will be full compensation for grading and excavation necessary to construct the driveway drop inlet with frame and grate, materials and labor for construction of the driveway drop inlet with frame and grate, and any other incidentals associated with the construction of the driveway drop inlet with frame and grate.

There shall be no direct payment for any grading involved with the installation and or construction of any driveway drop inlet with frame and grate.

This item includes the construction of the driveway drop inlet and the associated frames and grate.

Basis of payment for "Frame with Grate, Driveway Drop Inlet" will be the unit bid price per linear foot.

CONCRETE CAP:

This item will be constructed according to Division 800 of the Standard Specifications for Roads and Structures 2012 or amendments thereof and the attached detail (Convert Existing Open Throat CB to Median Drop Inlet) as well as the plans or as directed by the Engineer.

Precast drainage structures shall bear the NCDOT stamp of approval prior to installation. No precast drainage structure shall be used that do not have this seal of approval.

Use Class B concrete where required or as directed by the Engineer. Concrete shall be of a North Carolina Department of Transportation approved mix design dispatched from a currently certified production facility. No concrete shall be placed until the forms and base have been inspected and approved by the Department of Transportation.

Payment for this item will be full compensation for all grading and excavation necessary to construct the concrete cap, materials and labor for construction of the concrete cap, and any other incidentals associated with the construction of the concrete cap. **There shall be no direct payment for any grading and/or excavation involved with the installation and or construction of any concrete cap.**

All precast drainage structures shall bear the NCDOT stamp of approval prior to installation. No precast drainage structure shall be used that do not have this seal of approval.

The appropriate county Maintenance Department will retain any salvageable grate, frame and/or lid.

Basis of payment for "Concrete Cap" will be the unit bid price per each.

STRUCTURE STEPS:

This item will be constructed according to Section 840 of the Standard Specifications for Roads and Structures 2012 and Roadway Standard Drawings 2012 840.66 or amendments thereof or as directed by the Engineer. Structure steps shall be installed in all repaired drainage structures over 3.5 feet in depth. Do not place the lowest step more than 16" from the bottom of the structure.

The use of steps differing in dimension, configuration or materials from those shown in Roadway Standard Drawings 2012 840.66 is allowed provided the Contractor has furnished the Engineer with details of the proposed steps and has received approval from the Engineer for the use of such steps.

Basis of payment for "Structure Steps" will be the unit bid price per each.

CONCRETE REPAIRS:

This item includes the repair of existing minor drainage structures where interior walls, floors or other components have deteriorated and as directed by the Engineer.

The requirements of Sections 825, 1024, 1036 and 1028 of the Standard Specifications for Roads and Structures 2012 will prevail over any conflicting provisions of this section unless otherwise directed by the Engineer. Use Class B concrete where required or as directed by the Engineer. Concrete shall be of a North Carolina Department of Transportation approved mix design dispatched from a currently certified production facility. No concrete shall be placed until the forms and base have been inspected and approved by the Department of Transportation.

Use freshly mixed mortar meeting the requirements of Article 1040-9 of the Standard Specifications for Roads and Structures 2012. Remove and dispose of any mortar that has developed initial set or has lost plasticity. Spread mortar on the bearing members and fill the vertical joints with mortar. Dampen block when necessary to reduce the rate of absorption. Make joints straight, level, plumb, and neat at intersection. Make joints 1/4 to 1/2" thick except where otherwise indicated on the plans. Finish joints that will remain exposed after backfill, with a concave jointer. Flush cut all other joints. Clean exposed exterior surfaces of spilled mortar that are not backfilled. **There shall be no direct payment for any grading or excavation involved with the conversion of concrete repairs.**

Finishing of concrete repairs shall be done in accordance with Article 825-6(B) of the Standard Specifications for Roads and Structures 2012 or as directed by the Engineer.

Basis of payment for "Concrete Repairs" will be the unit bid price per square yard.

CONVERTING EXISTING DRAINAGE STRUCTURE:

Existing drainage structures shall be converted in accordance with Section 859 of the Standard Specifications for Roads and Structures 2012 or amendments thereof. This item consists of raising or lowering existing drainage structures to match the finished surface grade or other elevation as defined by the plans or as directed by the Engineer. Perform work in accordance with the applicable requirements of Article 840-3 and the details shown in the plans. This work consists of converting concrete block masonry and/or precast drainage structure(s). Precast drainage structures shall bear the NCDOT stamp of approval prior to installation. No precast drainage structure shall be used that do not have this seal of approval. Use Class B concrete where required or as directed by the Engineer. Concrete shall be of a North Carolina Department of Transportation approved mix design dispatched from a currently certified production facility. No concrete shall be placed until the forms and base have been inspected and approved by the Department of Transportation.

Use freshly mixed mortar meeting the requirements of Article 1040-8. Remove and dispose of any mortar that has developed initial set or has lost plasticity. Build block masonry plumb and true to the required dimensions. Stagger vertical joints. Set the block with the cells vertical. Spread mortar on the bearing members and fill the vertical joints with mortar. Dampen block when necessary to reduce the rate of absorption. Make joints straight, level, plumb, and neat at intersection. Make joints 1/4 to 1/2" thick except where otherwise indicated on the plans. Finish joints that will remain exposed after backfill, with a concave jointer. Flush cut all other joints. Clean exposed exterior surfaces of spilled mortar that are not backfilled. Steps shall be installed in accordance standard drawing number 840.66 of the Roadway Standard Drawings 2012.

Where a drainage structure is raised more than two (2) feet, the number of linear feet exceeding two (2) feet that the drainage structure has been raised will be measured and paid for per linear foot. Measurement will be made by subtracting the elevation at the highest point of the original drainage structure from the elevation at the highest point of the converted drainage structure, and then subtracting two (2) feet from the results of the first subtraction.

Backfill with approved material to the required density as defined by Section 235-3 of the Standard Specifications for Roads and Structures 2012 after the drainage structure has cured for at least seven (7) curing days unless approved by the Engineer. Backfill material will be paid for separately as defined elsewhere within this contract proposal.

In accordance with Section 802 of the Standard Specifications for Roads and Structures 2012 or amendments thereof, break up, remove and satisfactorily dispose of the drainage structure components within the limits shown on the plans or as directed. Removal of drainage structures components will be considered incidental to the conversion of the drainage structure(s).

Payment for this item will be full compensation for grading and excavation necessary to convert the drainage structure, materials and labor for conversion of the drainage structure, and any other incidentals associated with the conversion of the drainage structure. **There shall be no direct payment for any grading or excavation involved with the conversion of any drainage structure.**

Frames, grates, lids and/or covers shall be paid for separately as defined elsewhere in this contract proposal. **The appropriate county Maintenance Department will retain any salvageable grate, frame and/or lid.**

Basis of payment for “Conversion of Existing Drainage Structure (0 – 2 feet)” will be the unit bid price per each and for “Conversion of Existing Drainage Structure (2 feet and greater)” will be the unit bid price per linear foot.

SLOTTED DRAIN:

This item will be constructed according to Division 800 of the Standard Specifications for Roads and Structures 2012 or amendments thereof, the attached detail (Slotted Drain) as well as the plans or as directed by the Engineer.

Use Class B concrete where required or as directed by the Engineer. Concrete shall be of a North Carolina Department of Transportation approved mix design dispatched from a currently certified production facility. No concrete shall be placed until the forms and base have been inspected and approved by the Department of Transportation. Drainage structures shall be NCDOT approved prior to installation. No drainage structure shall be used that has not been approved.

Payment for this item will be full compensation for all grading and excavation necessary to construct the slotted drain, materials and labor for construction of the slotted drain, and any other incidentals associated with the construction of the slotted drain. **There shall be no direct payment for any grading and/or excavation involved with the installation and or construction of any slotted drain.**

Basis of payment for “Slotted Drain” will be the unit bid price per linear foot.

CONCRETE APRON/FLUME:

This item will be constructed according to Division 800 of the Standard Specifications for Roads and Structures 2012 or amendments thereof, plans and/or as directed by the Engineer. In the event that a Concrete Apron of Flume is constructed at or around an existing drainage structure, the concrete apron shall be constructed to the width and length dimensions specified by the Engineer.

Use Class B concrete where required or as directed by the Engineer. Concrete shall be of a North Carolina Department of Transportation approved mix design dispatched from a currently certified production facility. Depth of concrete shall be 6” and expansion joints shall be constructed as directed by the Engineer. The concrete shall be given a light broom finish with the brush marks traverse to the direction of traffic. Concrete shall be of a North Carolina Department of Transportation approved mix design dispatched from a currently certified production facility. No concrete shall be placed until the forms and base have been inspected and approved by the Department of Transportation.

Payment for this item will be full compensation for all grading and excavation necessary to construct the concrete apron/flume, materials and labor for construction of the concrete apron/flume, and any other incidentals associated with the construction of the concrete apron/flume. **There shall be no direct payment for any grading and/or excavation involved with the installation and or construction of any concrete apron/flume.**

Basis of payment for 6” Concrete Apron / Flume will be the unit bid price per square yard.

CONCRETE CURB AND GUTTER:

All concrete curb and gutter shall be constructed in accordance with Section 846 of the Standard Specifications for Roads and Structures 2012 and the current Roadway Standard Drawing 2012 846.01 or amendments thereof or as directed by the Engineer.

Concrete shall be Class B, and the concrete shall be given a light broom finish with the brush marks parallel to the curb line or gutter line. Concrete shall be of a North Carolina Department of Transportation approved mix design dispatched from a currently certified production facility. No concrete shall be placed until the forms and base have been inspected and approved by the Department of Transportation. Curb and gutter placed by machine shall not be placed until the stringline and base have been inspected and approved by the Department of Transportation.

Curb and Gutter continuous sections that are longer than 50 feet must be placed with the use of a curb machine or slip forms.

The contractor shall be required to replace curb and gutter within 48 hours after removal of that portion of existing curb and gutter. If curb and gutter is not replaced the same day that it is removed, the contractor shall "safe-up" the work area as directed by the Engineer.

Payment for this item will be full compensation for all grading and excavation necessary to construct the curb and gutter, materials and labor for construction of the curb and gutter, and any other incidentals associated with the construction of the curb and gutter. **There shall be no direct payment for any grading and/or excavation involved with the installation and or construction of any concrete curb and gutter.**

Basis of payment for 2'-6" Concrete Curb and Gutter, 1'-6" Concrete Curb and Gutter, 8" X 12" or 18" Concrete Curb, 9" X 12" or 18" Concrete Curb, 8" X 6" Median Curb, Shoulder Berm Gutter, 2' Concrete Valley Gutter or 4' Concrete Expressway Gutter will be the unit price bid per linear foot.

CONCRETE SIDEWALKS:

All concrete sidewalks shall be constructed in accordance with Section 848 of the Standard Specifications for Roads and Structures 2012 and the current Roadway Standard Drawing 2012 848.01 or amendments thereof or as directed by the Engineer.

Use Class B concrete where required or as directed by the Engineer. Concrete shall be of a North Carolina Department of Transportation approved mix design dispatched from a currently certified production facility. The concrete shall be given a light broom finish with the brush marks traverse to the direction of traffic. Concrete shall be of a North Carolina Department of Transportation approved mix design dispatched from a currently certified production facility. No concrete shall be placed until the forms and base have been inspected and approved by the Department of Transportation.

Payment for this item will be full compensation for grading necessary to construct the sidewalk, materials and labor for construction of the sidewalk, and any other incidentals associated with the construction of the sidewalk. **There shall be no direct payment for any grading involved with the installation and or construction of any concrete sidewalk.**

Basis of payment for "Concrete Sidewalk" will be the unit bid price per square yard. The Concrete Sidewalk will be measured along the surface of the completed and accepted work.

CONCRETE CURB RAMPS:

Curb ramps shall be installed in accordance with the Americans with Disabilities Act (ADA), Section 848 of the Standard Specifications, and the current NCDOT Roadway Standard Drawing 848.05, or as directed by the Engineer.

Use Class B concrete where required or as directed by the Engineer. Concrete shall be of a North Carolina Department of Transportation approved mix design dispatched from a currently certified production facility. The concrete shall be given a light broom finish with the brush marks traverse to the direction of traffic. No concrete shall be placed until the forms and base have been inspected and approved by the Department of Transportation.

Detectable warnings shall be installed in accordance with Section 848 and may be either truncated dome concrete paving blocks or stamped concrete. The installation of detectable warnings shall be considered incidental to the installation of the concrete curb ramps.

Payment for this item will be full compensation for all grading and excavation necessary to construct the wheelchair ramps; materials and labor for construction of the ramps; and any other incidentals associated with the construction of the wheelchair ramps. **There shall be no direct payment for any grading and/or excavation involved with the installation and or construction of any concrete curb ramp.**

Basis of payment for "Concrete Curb Ramps" will be the unit bid price per each.

DETECTABLE WARNINGS FOR PROPOSED CURB RAMPS:

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

848

SP8 R126

Description

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

Materials

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

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

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

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

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

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

Construction Methods

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

Measurement and Payment

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

CONCRETE DRIVEWAY TURNOUT (RADIUS TYPE):

All concrete driveway turnouts shall be constructed in accordance with Section 848 of the Standard Specifications and the current NCDOT Roadway Standard Drawings. Concrete shall be Class B, and the concrete shall be given a light broom finish with the brush marks traverse to the direction of traffic. Concrete shall be of a NCDOT approved mix design dispatched from a currently certified production facility. No concrete shall be placed until the forms and base have been inspected and approved by the Department of Transportation.

Payment for this item will be full compensation for fine grading necessary to construct the driveways, materials and labor for construction of the driveways, incidental concrete to tie into existing driveways as directed by the Engineer, and any other incidentals associated with the construction of the driveways. **There shall be no direct payment for any grading and/or excavation involved with the installation and or construction of any concrete driveway turnout.**

Basis of payment for 6" Concrete Driveway Turn-Out will be the unit bid price per square yard.

4" CONCRETE PAVED DITCH:

Concrete paved ditch shall be constructed in accordance with Section 850 of the Standard Specifications for Roads and Structures 2012 and the current Roadway Standard Drawing 850.01 or amendments thereof or as directed by the Engineer.

Use Class B concrete where required or as directed by the Engineer. Concrete shall be of a North Carolina Department of Transportation approved mix design dispatched from a currently certified production facility. The concrete shall be given a light broom finish with the brush marks traverse to the direction of traffic. No concrete shall be placed until the forms and base have been inspected and approved by the Department of Transportation.

Payment for this item will be full compensation for grading and excavation necessary to construct the paved ditch, materials and labor for construction of the paved ditch, and any other incidentals associated with the construction of the paved ditch. **There shall be no direct payment for any grading and/or excavation involved with the installation and or construction of any concrete paved ditch.**

Basis of payment for 4" Concrete Paved Ditch will be the unit bid price per square yard. Longitudinal measurements will be made along the surface of the pavement at the centerline of the ditch and transverse measurements will be made along the surface of the pavement at right angles to the centerline. No measurements will be made of curtain walls at the beginning or ends of the paved ditches.

MONOLITHIC CONCRETE ISLAND:

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

The island shall be anchored to the existing pavement surface with 40d spikes driven into the surface and staggered on 2-foot centers. The Contractor shall place 1/2" expansion joints at 30-foot interval, joints 1 inch deep at 10-foot intervals between the expansion joints. The top 1/2" of expansion joints and the full depth of grooved joints shall be filled and sealed with a North Carolina Department of Transportation approved joint sealer.

The Contractor shall place at locations in the island, as directed by the Engineer, 12" PVC Pipe, to facilitate installation of sign posts. The PVC pipe shall be in place prior to placement of concrete, shall be plumb, and shall be cut off flush with the top surface of the island.

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

Payment for this item will be full compensation for all grading and excavation necessary to construct the monolithic concrete islands, materials and labor for and any other incidentals associated with the construction of the monolithic concrete islands. **There shall be no direct payment for any grading and/or excavation involved with the installation and or construction of any monolithic concrete island.**

Basis of payment for 5" Monolithic Concrete Islands will be the unit bid price per square yards. Measurement will be made parallel to the bottom surface of the island.

PIPE PLUG:

This item will be constructed according to Section 840 of the Standard Specifications for Roads and Structures 2012 or amendments thereof or as directed by the engineer. Concrete shall be of a North Carolina Department of Transportation approved mix design dispatched from a currently certified production facility. There shall be no direct payment for any grading and/or excavation involved with the installation and or construction of any pipe plug.

Basis of payment for "Pipe Plug" will be the unit bid price per cubic yard.

TEMPORARY STEEL COVER FOR MINOR DRAINAGE STRUCTURES:

Install temporary steel plate covers on masonry drainage structures in accordance with the details shown in the plans or as directed by the Engineer. Provide materials that are Grade A36 steel and the size and thickness shown on the detail in the plans or as directed by the engineer. The use and placement of Temporary Steel Covers shall be considered incidental to the construction of Masonry Drainage Structures or other items as included in this contract proposal. **No direct payment shall be made for the use of temporary steel covers.**

BLOCKOUT:

This item includes coring one (1) foot Φ (diameter) or a one (1) foot X one (1) foot square beneath concrete monolithic islands or as directed by the Engineer. The depth of coring will be required through the existing pavement from the pavement surface to the subgrade. This item is necessary for the erection of traffic signage.

The contractor shall be required to break up, remove and satisfactorily dispose of the asphalt, portland cement concrete components or other waste material associated with the blockout, or as directed by the Engineer. There shall be direct payment for the removal and/or disposal of any waste material as the removal.

Basis of payment for "Blockout" will be the unit bid price per each.

TRAFFIC CONTROL AND WORK ZONE SAFETY:

The Contractor shall maintain traffic during construction and provide, install, and maintain all traffic control devices in accordance with these project guidelines, the Project Special Provisions, Division 10, 11 and 12 of the North Carolina Department of Transportation Standard Specifications for Roads and Structures 2012 and the current edition of the Manual of Uniform Traffic Control Devices (MUTCD).

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

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 Roadway Standard Drawings 2012. 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 Roadway Standard Drawings 2012 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 Standard Specifications for Roads and Structures 2012 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 Roadway Standard Drawings 2012. 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, Roadway Standard Drawings 2012 or as directed by the Engineer. Conduct the work so that all personnel and/or equipment remain within the closed travel lane. Do not work simultaneously, on both sides of an open travel way, within the same location, on a two-lane, two-way road. Perform work only when weather and visibility conditions allow safe operations as directed by the Engineer.

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 Standard Specifications for Roads and Structures 2012.

ROAD CLOSURES ARE NOT PERMITTED AT ANY TIME

Conduct the work so that all personnel and/or equipment remain within the closed travel lane. Do not work simultaneously, on both sides of an open travel way, within the same location, on a two-lane, two-way road. Do not perform work involving heavy equipment within 15 feet of the edge of travel way when work is being performed behind a lane closure on the opposite side of the travel way. Perform work only when weather and visibility conditions allow safe operations as directed by the Engineer.

Once the Contractor has started- work at a location, the Contractor should prosecute the work in a continuous and uninterrupted manner from the time he begins the work until completion and final acceptance unless determined otherwise by the Engineer. Obtain written approval of the Engineer before working in more than one location or setting up additional lane closures.

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

All personnel when working in traffic areas or areas in close proximity to traffic shall wear an approved safety vest, or shirt or jacket which meets the color requirements of the Manual of Uniform Traffic Control Devices (MUTCD).

The Contractor shall comply with all applicable Federal, State, and local laws, ordinances, and regulations governing safety, health, and sanitation, and shall provide all safeguards, safety devices, and protective equipment, and shall take any other needed actions, on his own responsibility that are reasonably necessary to protect the life and health of employees on the job and the safety of the public, and to protect property in connection with the performance of the work covered by the contract.

Failure to comply with any of the requirements for safety and traffic control of this contract shall result in suspension of work as provided in subarticle 108-7(2) of the Standard Specifications for Roads and Structures 2012.

All contractor personnel will be required to wear a Class II ANSI approved safety vest while working within the NCDOT Right of Way.

Payment will be made for the traffic control items that have been included in the contract. No direct payment will be made for providing other traffic control as required herein, as the cost of same will be considered incidental to the work being paid for under those various traffic control items that have been included. Where the Contractor maintains traffic as required herein but no specific pay items have been included in the contract, all associated costs will be considered incidental to the work being paid for under the various items in the contract.

NCDOT WORK ZONE TRAFFIC CONTROL QUALIFICATIONS AND TRAINING PROGRAM

This program requires qualified and trained Work Zone Flaggers in every flagging operation (July 2010) and qualified and trained Work Zone Traffic Control Supervisors on Significant Projects (July 2011). It is intended for the program to include anyone working within NCDOT Right of Way including work associated with NCDOT construction and encroachment agreements as well as all NCDOT operations.

Training for this certification will be provided by NCDOT approved training sources and/or private entities that have been pre-approved to train themselves. Additional information will be provided as this program progresses. If you have questions, visit our web site at www.ncdot.org/~wztc, or contact Stuart Bourne, PE with NCDOT Traffic Management Unit at (919) 662-4338 or sbourne@ncdot.gov.

Basis of payment for “Single Lane Closure” and “Multi-lane Closure” will be the unit bid price per each.

STABILIZATION REQUIREMENTS:

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.

PERMANENT VEGETATION ESTABLISHMENT:

(2-16-12) (Rev. 10-15-13)

104

SPI G16

Establish a permanent stand of the vegetation mixture shown in the contract. During the period between initial vegetation planting and final project acceptance, perform all work necessary to establish permanent vegetation on all erodible areas within the project limits, as well as, in borrow and waste pits. This work shall include erosion control device maintenance and installation, repair seeding and mulching, supplemental seeding and mulching, mowing, and fertilizer topdressing, as directed. All work shall be performed in accordance with the applicable section of the *2012 Standard Specifications*. All work required for initial vegetation planting shall be performed as a part of the work necessary for the completion and acceptance of the Intermediate Contract Time (ICT). Between the time of ICT and Final Project acceptance, or otherwise referred to as the vegetation establishment period, the Department will be responsible for preparing the required National Pollutant Discharge Elimination System (NPDES) inspection records.

Once the Engineer has determined that the permanent vegetation establishment requirement has been achieved at an 80% vegetation density (the amount of established vegetation per given area to stabilize the soil) and no erodible areas exist within the project limits, the Contractor will be notified to remove the remaining erosion control devices that are no longer needed. The Contractor will be responsible for, and shall correct any areas disturbed by operations performed in permanent vegetation establishment and the removal of temporary erosion control measures, whether occurring prior to or after placing traffic on the project.

Payment for *Response for Erosion Control, Seeding and Mulching, Repair Seeding, Supplemental Seeding, Mowing, Fertilizer Topdressing, Silt Excavation, and Stone for Erosion Control* will be made at contract unit prices for the affected items. Work required that is not represented by contract line items will be paid in accordance with Articles 104-7 or 104-3 of the *2012 Standard Specifications*. No additional compensation will be made for maintenance and removal of temporary erosion control items.

There shall be no direct payment for Seeding and Mulching shall be considered incidental to the repair/replacement of all associated drainage structures, drainage structure components and/or any other items associated with this contract proposal. All affected areas shall be seeded and matted with eight (8) foot Excelsior rolled erosion control products the same day that construction has been completed. The Excelsior erosion control products shall be paid for separately as indicated within this contract proposal.

MATERIALS:

(2-21-12) (Rev. 3-15-16) 1000, 1002, 1005, 1016, 1018, 1024, 1050, 1074, 1078, 1080, 1081, 1086, 1084, 1087, 1092 SP10 R01

Revise the *2012 Standard Specifications* as follows:**Page 10-1, Article 1000-1, DESCRIPTION, lines 9-10**, replace the last sentence of the first paragraph with the following:

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

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

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

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

Define a major change to the mix design as:

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

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

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

Item	Section
Type IL Blended Cement	1024-1

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

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

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

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

TABLE 1000-1 REQUIREMENTS FOR CONCRETE											
Class of Concrete	Min. Comp. Strength at 28 days	Maximum Water-Cement Ratio				Consistency Max. Slump		Cement Content			
		Air-Entrained Concrete		Non Air-Entrained Concrete		Vibrated	Non-Vibrated	Vibrated		Non-Vibrated	
		Rounded Aggregate	Angular 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:

TABLE 1005-1 AGGREGATE GRADATION - COARSE AGGREGATE														
Percentage of Total by Weight Passing														
Std. Size #	2"	1 1/2"	1"	3/4"	1/2"	3/8"	#4	#8	#10	#16	#40	#200	Remarks	
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 ^B		Aggregate Base Course, Aggregate Stabilization
ABC (M)	-	100	75-100	-	45-79	-	20-40	-	0-25	-	-	0-12 ^B		Maintenance Stabilization
Light-weight ^C	-	-	-	-	100	80-100	5-40	0-20	-	0-10	-	0-2.5		AST

A. See Subarticle 1005-4(A).

B. See Subarticle 1005-4(B).

C. For Lightweight Aggregate used in Structural Concrete, see Subarticle 1014-2(E)(6).

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

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

- (A) At least 50% of the rock has a diameter of from 1.5 ft to 3 ft,
- (B) 30% of the rock ranges in size from 2" to 1.5 ft in diameter, and

(C) Not more than 20% of the rock is less than 2" in diameter. No rippable rock will be permitted.

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

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

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

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

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

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

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

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

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

All fencing material and accessories shall meet Section 106.

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

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

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

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

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

(B) At least 3 panels prepared as specified in 5.5.10 of AASHTO M 300, Bullet Hole Immersion Test.

(C) At least 3 panels of 4"x6"x1/4" for the Elcometer Adhesion Pull Off Test, ASTM D4541.

- (D) A certified test report from an approved independent testing laboratory for the Salt Fog Resistance Test, Cyclic Weathering Resistance Test, and Bullet Hole Immersion Test as specified in AASHTO M 300.
- (E) A certified test report from an approved independent testing laboratory that the product has been tested for slip coefficient and meets AASHTO M253, Class B.

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

1081-4 EPOXY RESIN ADHESIVE FOR BONDING TRAFFIC MARKINGS

(A) General

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

(B) Classification

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

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

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

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

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

(C) Requirements

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

(D) Prequalification

Refer to Subarticle 1081-1(E).

(E) Acceptance

Refer to Subarticle 1081-1(F).

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

Steel sheet piles detailed for permanent applications shall be hot rolled and meet ASTM A572 or ASTM A690 unless otherwise required by the plans. Steel sheet piles shall be coated as required by the plans. Galvanized sheet piles shall be coated in accordance with Section 1076. Metallized sheet piles shall be metallized in accordance to the Project Special Provision “Thermal Sprayed Coatings (Metallization)” with an 8 mil, 99.9% aluminum alloy coating and a 0.5 mil seal coating. Any portion of the metallized sheet piling encased in concrete shall receive a barrier coat. The barrier coat shall be an approved waterborne coating with a low-viscosity which readily absorbs into the pores of the aluminum thermal sprayed coating. The waterborne coating shall be applied at a spreading rate that results in a theoretical 1.5 mil dry film thickness. The manufacturer shall issue a letter of certification that the resin chemistry of the waterborne coating is compatible with the 99.9% aluminum thermal sprayed alloy and suitable for tidal water applications.

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

The epoxy shall meet Article 1081-4.

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

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

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

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

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

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

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

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

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

PAVEMENT REPAIRS:

Any pavement repairs required by work under this contract will be performed by North Carolina Department of Transportation forces.

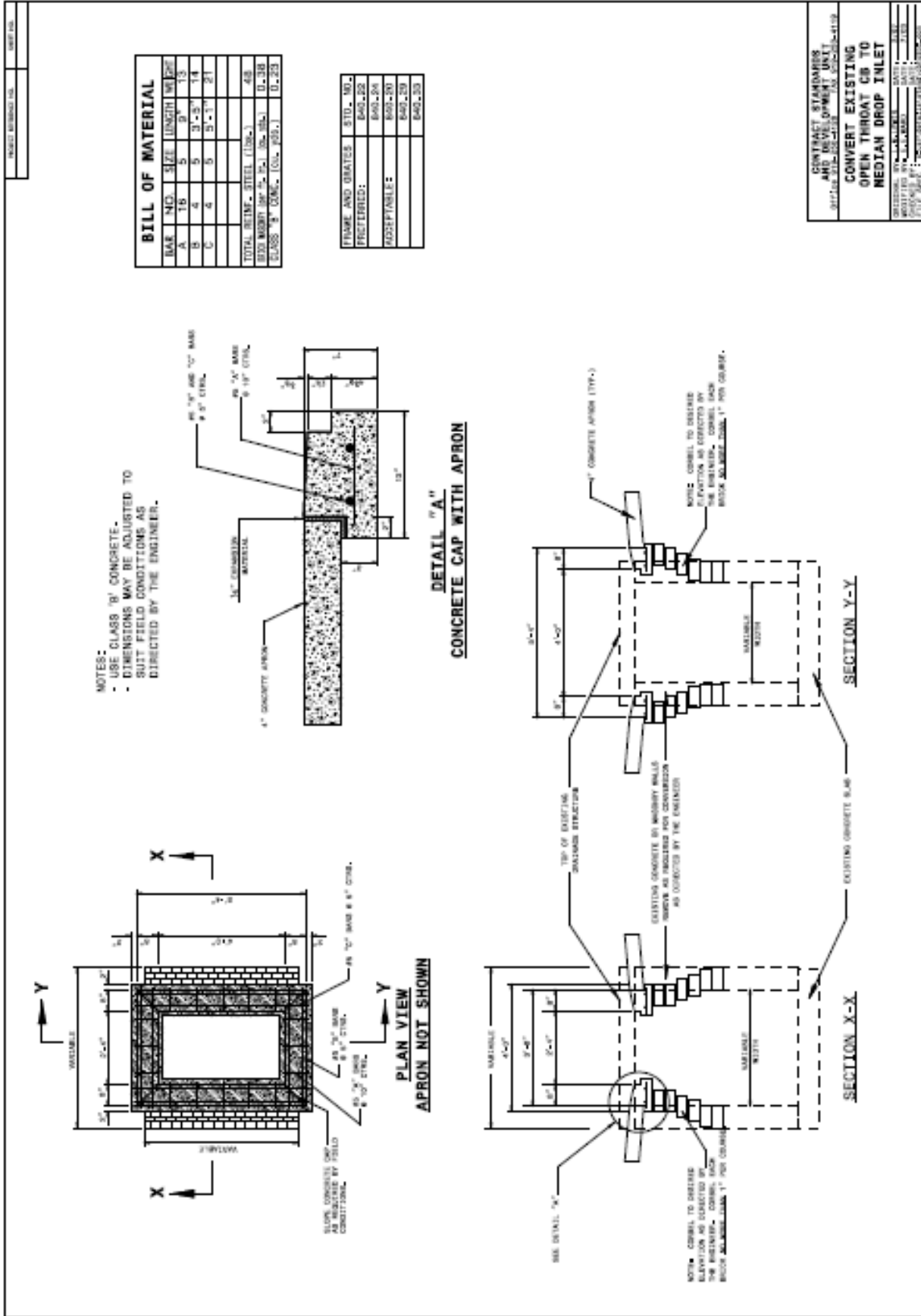
CONTRACT AWARD ITEMS:

The basis for award of this contract will be determined by multiplying the unit bid prices by the quantities given and comparing the total amount bid for the following items:

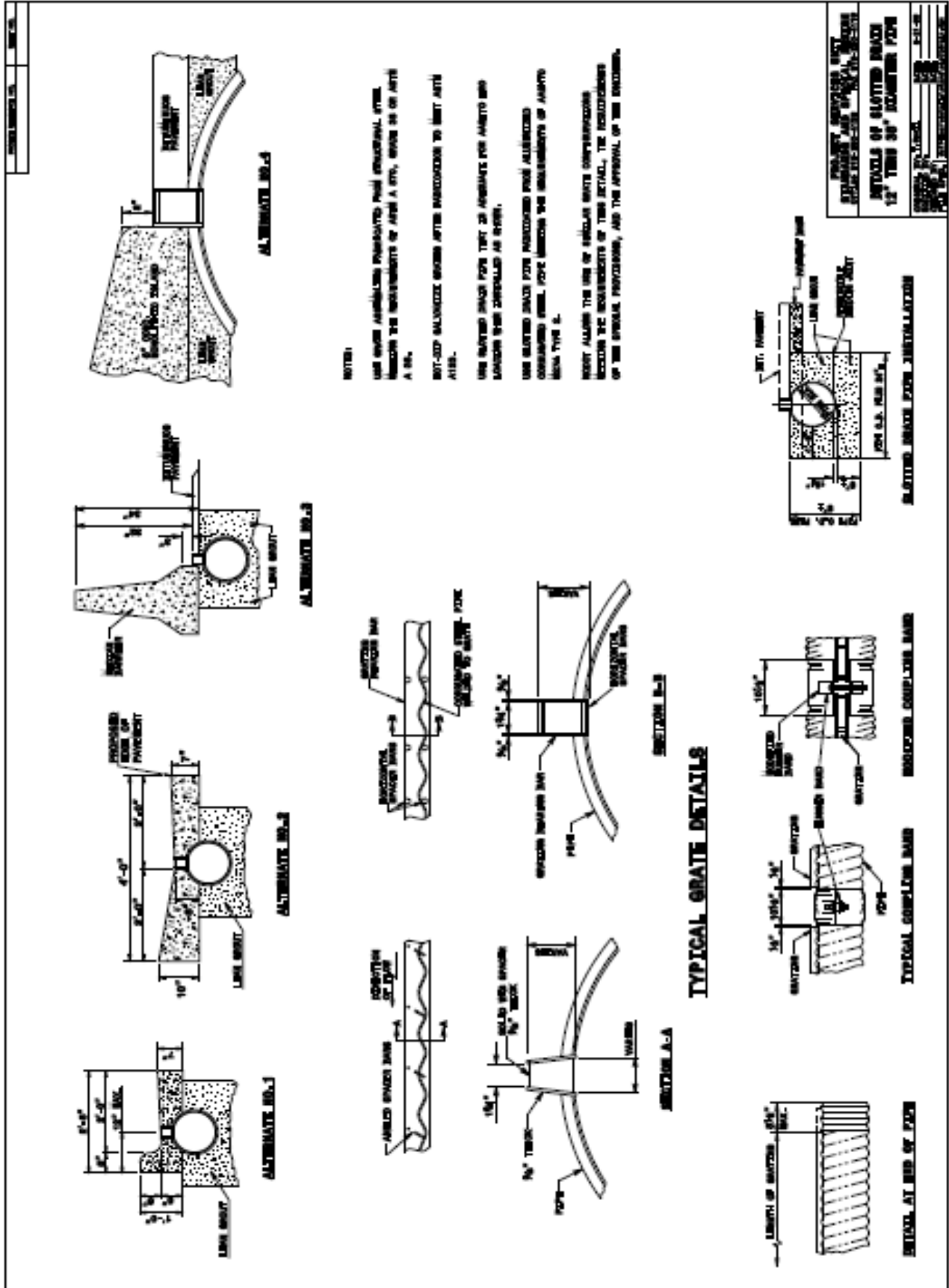
- Emergency Callback Mobilization
- Undercut Excavation
- Borrow Excavation
- Removal of Existing Asphalt Pavement
- Removal of Existing Concrete Pavement Slabs
- Foundation Conditioning Material, Minor Structures
- Foundation Conditioning Geotextile
- 12" RC Pipe Culverts, Class III
- 15" RC Pipe Culverts, Class III
- 18" RC Pipe Culverts, Class III
- 24" RC Pipe Culverts, Class III
- 30" RC Pipe Culverts, Class III
- 36" RC Pipe Culverts, Class III
- Pipe Removal
- Aggregate Base Course
- Concrete Pipe Collar, Std. 840.72
- Flowable Fill
- Minor Drainage Structure (0 – 5 feet)
- Open Throat Catch Basin Top Slab, Stds. 840.04 and 840.05
- Minor Drainage Structure (5 – 10 feet)
- Frame with Grate and Hood, Std. 840.03 (Type E)
- Frame with Grate and Hood, Std. 840.03 (Type F)
- Frame with Grate and Hood, Std. 840.03 (Type G)
- Frame with Cover, Std. 840.54
- Frame with Grates, Driveway Drop Inlet, Std. 840.30
- Conversion of Existing Drainage Structure (0 – 2 feet)
- Conversion of Existing Drainage Structure (2 feet and greater)
- 2' x 6" Concrete Curb and Gutter, Std. 846.01
- 4" Concrete Sidewalk, Std. 848.01
- Concrete Curb Ramp, Std. 848.01
- 6" Concrete Driveway, Std. 848.02
- 5" Concrete Monolithic Island (Surface Mounted), Std. 852.01
- 5" Concrete Monolithic Island (Keyed-In), Std. 852.01
- Single Lane Closure
- Multi-Lane Closure

All other items are listed for contingent bids. The Contractor may be required to furnish and install these items if it is determined by the Engineer to be necessary. **NOTE: Bids are required on all contingent items. Any proposals which do not have a bid for contingent items will be considered non-responsive and will not be considered for award of contract.**

The quantities listed are for bidding purposes only. The actual quantities will be determined by the Engineer.



CONCRETE CAP DETAIL



SLOTTED DRAIN DETAIL

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

(5-20-08)

Z-2

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

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

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

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 “compation” with “completion”.

Division 8

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

Division 10

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

Division 12

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

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

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

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

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

Division 15

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

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

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

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

Division 17

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

Revise the *2012 Roadway Standard Drawings* as follows:

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

PLANT AND PEST QUARANTINES:

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

(3-18-03) (Rev. 10-15-13)

Z-04a

Within Quarantined Area

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

Originating in a Quarantined County

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

Contact

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

Regulated Articles Include

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

MINIMUM WAGES:

(7-21-09)

Z-5

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

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

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

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

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

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

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

AWARD OF CONTRACT:

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

Z-6

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

TITLE VI AND NONDISCRIMINATION**I. Title VI Assurance**

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

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

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

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

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

contractor shall so certify to the NCDOT, or the FHWA as appropriate, and shall set forth what efforts it has made to obtain the information.

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

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

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

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

II. Title VI Nondiscrimination Program

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

Nondiscrimination Assurance

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

Obligation

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

FILING OF COMPLAINTS

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

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

- **North Carolina Department of Transportation**, Office of Equal Opportunity & Workforce Services (EOWS), External Civil Rights Section, 1511 Mail Service Center, Raleigh, NC 27699-1511; 919-508-1808 or toll free 800-522-0453
 - **US Department of Transportation**, Departmental Office of Civil Rights, External Civil Rights Programs Division, 1200 New Jersey Avenue, SE, Washington, DC 20590; 202-366-4070
 - Federal Highway Administration**, North Carolina Division Office, 310 New Bern Avenue, Suite 410, Raleigh, NC 27601, 919-747-7010
 - Federal Highway Administration**, Office of Civil Rights, 1200 New Jersey Avenue, SE, 8th Floor, E81-314, Washington, DC 20590, 202-366-0693 / 366-0752
 - Federal Transit Administration**, Office of Civil Rights, ATTN: Title VI Program Coordinator, East Bldg. 5th Floor – TCR, 1200 New Jersey Avenue, SE, Washington, DC 20590
 - Federal Aviation Administration**, Office of Civil Rights, 800 Independence Avenue, SW, Washington, DC 20591, 202-267-3258
 - **US Department of Justice**, Special Litigation Section, Civil Rights Division, 950 Pennsylvania Avenue, NW, Washington, DC 20530, 202-514-6255 or toll free 877-218-5228
4. **Format for Complaints** – Complaints must be in **writing** and **signed** by the complainant(s) or a representative and include the complainant’s name, address, and telephone number. Complaints received by fax or e-mail will be acknowledged and processed. Allegations received by telephone will be reduced to writing and provided to the complainant for confirmation or revision before processing. Complaints will be accepted in other languages including Braille.
5. **Discrimination Complaint Form** – Contact NCDOT EOWS at the phone number above to receive a full copy of the Discrimination Complaint Form and procedures.
6. **Complaint Basis** – Allegations must be based on issues involving race, color, national origin, sex, age, or disability. The term “basis” refers to the complainant’s membership in a protected group category. Contact this office to receive a Discrimination Complaint Form.

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

III. Pertinent Nondiscrimination Authorities

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

- Title VI of the Civil Rights Act of 1964 (42 U.S.C. § 2000d *et seq.*, 78 stat. 252), (prohibits discrimination on the basis of race, color, national origin); and 49 CFR Part 21.
- The Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970, (42 U.S.C. § 4601), (prohibits unfair treatment of persons displaced or whose property has been acquired because of Federal or Federal-aid programs and projects);
- Federal-Aid Highway Act of 1973, (23 U.S.C. § 324 *et seq.*), (prohibits discrimination on the basis of sex);
- Section 504 of the Rehabilitation Act of 1973, (29 U.S.C. § 794 *et seq.*), as amended, (prohibits discrimination on the basis of disability); and 49 CFR Part 27;
- The Age Discrimination Act of 1975, as amended, (42 U.S.C. § 6101 *et seq.*), (prohibits discrimination on the basis of age);
- Airport and Airway Improvement Act of 1982, (49 USC § 471, Section 47123), as amended, (prohibits discrimination based on race, creed, color, national origin, or sex);
- The Civil Rights Restoration Act of 1987, (PL 100-209), (Broadened the scope, coverage and applicability of Title VI of the Civil Rights Act of 1964, The Age Discrimination Act of 1975 and Section 504 of the Rehabilitation Act of 1973, by expanding the definition of the terms “programs or activities” to include all of the programs or activities of the Federal-aid recipients, sub-recipients and contractors, whether such programs or activities are Federally funded or not);
- Titles II and III of the Americans with Disabilities Act, which prohibit discrimination on the basis of disability in the operation of public entities, public and private transportation systems, places of public accommodation, and certain testing entities (42 U.S.C. §§ 12131 – 12189) as implemented by Department of Transportation regulations at 49 C.F.R. parts 37 and 38;
- The Federal Aviation Administration’s Non-discrimination statute (49 U.S.C. § 47123) (prohibits discrimination on the basis of race, color, national origin, and sex);
- Executive Order 12898, Federal Actions to Address Environmental Justice in Minority Populations and Low-Income Populations, which ensures discrimination against minority populations by discouraging programs, policies, and activities with disproportionately high and adverse human health or environmental effects on minority and low-income populations;
- Executive Order 13166, Improving Access to Services for Persons with Limited English Proficiency, and resulting agency guidance, national origin discrimination includes discrimination because of limited English proficiency (LEP). To ensure compliance with Title VI, you must take reasonable steps to ensure that LEP persons have meaningful access to your programs (70 Fed. Reg. at 74087 to 74100);
- Title IX of the Education Amendments of 1972, as amended, which prohibits you from discriminating because of sex in education programs or activities (20 U.S.C. 1681 *et seq.*).
- Title VII of the Civil Rights Act of 1964 (42 U.S.C. § 2000e *et seq.*, Pub. L. 88-352), (prohibits employment discrimination on the basis of race, color, religion, sex, or national origin);
- 49 CFR Part 26, regulation to ensure nondiscrimination in the award and administration of DOT-assisted contracts in the Department's highway, transit, and airport financial assistance programs, as regards the use of Disadvantaged Business Enterprises (DBEs);
- Form FHWA-1273, “Required Contract Provisions,” a collection of contract provisions and proposal notices that are generally applicable to *all Federal-aid construction projects* and must be made a part of, and physically incorporated into, *all federally-assisted contracts*, as well as appropriate subcontracts and purchase orders, particularly Sections II (Nondiscrimination) and III (Nonsegregated Facilities).

ON-THE-JOB TRAINING:

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

Z-10

Description

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

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

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

Minorities and Women

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

Assigning Training Goals

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

Training Classifications

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

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

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

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

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

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

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

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

Records and Reports

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

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

Trainee Interviews

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

Trainee Wages

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

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

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

Achieving or Failing to Meet Training Goals

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

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

Measurement and Payment

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

NAME CHANGE FOR NCDENR:

(1-19-16)

Z-11

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

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

_____	By	_____
Signature of Witness		Signature of Partner
_____		_____
Print or type Signer's name		Print or type Signer's name

AFFIDAVIT MUST BE NOTARIZED

Subscribed and sworn to before me this the

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
 LIMITED LIABILITY COMPANY**

The person executing the bid, on behalf of the Bidder, being duly sworn, solemnly swears (or affirms) that neither he, nor any official, agent or employee of the bidder has entered into any agreement, participated in any collusion, or otherwise taken any action which is in restraint of free competitive bidding in connection with any bid or contract, that the bidder has not been convicted of violating *N.C.G.S. § 133-24* within the last three years, and that the Bidder intends to do the work with its own bonafide employees or subcontractors and is not bidding for the benefit of another contractor.

In addition, execution of this bid in the proper manner also constitutes the Bidder's certification of status under penalty of perjury under the laws of the United States in accordance with the Debarment Certification attached, provided that the Debarment Certification also includes any required statements concerning exceptions that are applicable.

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

SIGNATURE OF CONTRACTOR

Full Name of Firm

Address as Prequalified

Signature of Witness

Signature of Member/Manager/Authorized Agent
Select appropriate title

Print or type Signer's name

Print or type Signer's Name

AFFIDAVIT MUST BE NOTARIZED

Subscribed and sworn to before me this the

NOTARY SEAL

_____ day of _____ 20__.

Signature of Notary Public

of _____ County

State of _____

My Commission Expires: _____

**EXECUTION OF BID
NON-COLLUSION AFFIDAVIT, DEBARMENT CERTIFICATION AND GIFT BAN CERTIFICATION
JOINT VENTURE (2) or (3)**

The person executing the bid, on behalf of the Bidder, being duly sworn, solemnly swears (or affirms) that neither he, nor any official, agent or employee of the bidder has entered into any agreement, participated in any collusion, or otherwise taken any action which is in restraint of free competitive bidding in connection with any bid or contract, that the bidder has not been convicted of violating *N.C.G.S. § 133-24* within the last three years, and that the Bidder intends to do the work with its own bonafide employees or subcontractors and is not bidding for the benefit of another contractor.

In addition, execution of this bid in the proper manner also constitutes the Bidder's certification of status under penalty of perjury under the laws of the United States in accordance with the Debarment Certification attached, provided that the Debarment Certification also includes any required statements concerning exceptions that are applicable.

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

SIGNATURE OF CONTRACTOR

Instructions: **2 Joint Venturers** Fill in lines (1), (2) and (3) and execute. **3 Joint Venturers** Fill in lines (1), (2), (3) and (4) and execute. On Line (1), fill in the name of the Joint Venture Company. On Line (2), fill in the name of one of the joint venturers and execute below in the appropriate manner. On Line (3), print or type the name of the other joint venturer and execute below in the appropriate manner. On Line (4), fill in the name of the third joint venturer, if applicable and execute below in the appropriate manner.

(1) _____
Name of Joint Venture

(2) _____
Name of Contractor

Address as Prequalified

_____ Signature of Witness or Attest	By	_____ Signature of Contractor
_____ Print or type Signer's name		_____ Print or type Signer's name

If Corporation, affix Corporate Seal and

(3) _____
Name of Contractor

Address as Prequalified

_____ Signature of Witness or Attest	By	_____ Signature of Contractor
_____ Print or type Signer's name		_____ Print or type Signer's name

If Corporation, affix Corporate Seal and

(4) _____
Name of Contractor (for 3 Joint Venture only)

Address as Prequalified

_____ Signature of Witness or Attest	By	_____ Signature of Contractor
_____ Print or type Signer's name		_____ Print or type Signer's name

If Corporation, affix Corporate Seal

NOTARY SEAL

Affidavit must be notarized for Line (2)

Subscribed and sworn to before me this _____ day of _____ 20__

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

NOTARY SEAL

Affidavit must be notarized for Line (3)

Subscribed and sworn to before me this _____ day of _____ 20__

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

NOTARY SEAL

Affidavit must be notarized for Line (4)

Subscribed and sworn to before me this _____ day of _____ 20__

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

**EXECUTION OF BID
NON-COLLUSION AFFIDAVIT, DEBARMENT CERTIFICATION AND GIFT BAN CERTIFICATION**

INDIVIDUAL DOING BUSINESS UNDER A FIRM NAME

The person executing the bid, on behalf of the Bidder, being duly sworn, solemnly swears (or affirms) that neither he, nor any official, agent or employee of the bidder has entered into any agreement, participated in any collusion, or otherwise taken any action which is in restraint of free competitive bidding in connection with any bid or contract, that the bidder has not been convicted of violating *N.C.G.S. § 133-24* within the last three years, and that the Bidder intends to do the work with its own bonafide employees or subcontractors and is not bidding for the benefit of another contractor.

In addition, execution of this bid in the proper manner also constitutes the Bidder's certification of status under penalty of perjury under the laws of the United States in accordance with the Debarment Certification attached, provided that the Debarment Certification also includes any required statements concerning exceptions that are applicable.

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

SIGNATURE OF CONTRACTOR

Name of Contractor

_____ Individual name

Trading and doing business as

_____ Full name of Firm

Signature of Witness

Signature of Contractor, Individually

Print or type Signer's name

Print or type Signer's name

AFFIDAVIT MUST BE NOTARIZED

Subscribed and sworn to before me this the

NOTARY SEAL

_____ day of _____ 20__.

Signature of Notary Public

of _____ County

State of _____

My Commission Expires: _____

**EXECUTION OF BID
 NON-COLLUSION AFFIDAVIT, DEBARMENT CERTIFICATION AND GIFT BAN CERTIFICATION
 INDIVIDUAL DOING BUSINESS IN HIS OWN NAME**

The person executing the bid, on behalf of the Bidder, being duly sworn, solemnly swears (or affirms) that neither he, nor any official, agent or employee of the bidder has entered into any agreement, participated in any collusion, or otherwise taken any action which is in restraint of free competitive bidding in connection with any bid or contract, that the bidder has not been convicted of violating *N.C.G.S. § 133-24* within the last three years, and that the Bidder intends to do the work with its own bonafide employees or subcontractors and is not bidding for the benefit of another contractor.

In addition, execution of this bid in the proper manner also constitutes the Bidder's certification of status under penalty of perjury under the laws of the United States in accordance with the Debarment Certification attached, provided that the Debarment Certification also includes any required statements concerning exceptions that are applicable.

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

SIGNATURE OF CONTRACTOR

Name of Contractor _____
 Print or type Individual name

 Address as Prequalified

 Signature of Contractor, Individually

 Print or type Signer's Name

 Signature of Witness

 Print or type Signer's name

AFFIDAVIT MUST BE NOTARIZED

Subscribed and sworn to before me this the _____ day of _____ 20__.

NOTARY SEAL

 Signature of Notary Public

of _____ County

State of _____

My Commission Expires: _____

DEBARMENT CERTIFICATION

Conditions for certification:

1. The prequalified bidder shall provide immediate written notice to the 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
Subcontractor Payment Information

Submit with Invoice To:

Firm Invoice No. Reference: _____
NCDOT PO / Contract Number: _____
WBS No. / Map No.: _____
Date of Invoice: _____

Invoice Line Item Reference	Payer Name	Payer Federal Tax ID	Subcontractor/ Subconsultant/ Material Supplier Name	Subcontractor/ Subconsultant/ Material Supplier Federal Tax ID	Amount Paid To Subcontractor/ Subconsultant/ Material Supplier This Invoice	Date Paid To Subcontractor/ Subconsultant/ Material Supplier This Invoice

Total Amount Paid to Subcontractor Firms: \$ _____

Note: These documents are scanned into the NCDOT Fiscal Program. Please do not highlight or shade the figures.

Certification of Firm

I certify that this information accurately reflects actual payments made and the dates the payments were made to Subcontractors/Subconsultants/Material Suppliers on the above referenced project.

Signature: _____ Title: _____
Print Name: _____ Date: _____

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				

**** 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.

North Carolina Department of Transportation
CONTRACT BID FORM

PROJECT NUMBER: 6.102611, 6.202611, 6.202621, 6.102631, 6.104311, 6.204311, 6.204321, 6.104331
COUNTY: Cumberland & Harnett
DESCRIPTION: Misc. Concrete Construction and Pipe Installation
BID DATE: October 19, 2016

LINE	ITEM #	SECT	DESCRIPTION	QTY	UNIT	UNIT PRICE	AMOUNT BID
10	0000100000-N	SP	Emergency Callback Mobilization	1	LS		
20	0036000000-E	SP	Undercut Excavation	10	CY		
30	0106000000-E	230	Borrow Excavation	10	CY		
40	0156000000-E	SP	Removal of Existing Asphalt Pavement	10	SY		
50	0170000000-E	SP	Removal of Existing Concrete Pavement	20	SY		
60	0318000000-E	SP	Foundation Conditioning Material, Minor Structures	20	Ton		
70	0320000000-E	300	Foundation Conditioning Geotextile	10	SY		
80	0360000000-E	310	12" RC Pipe Culverts, Class III	8	LF		
90	0366000000-E	310	15" RC Pipe Culverts, Class III	24	LF		
100	0372000000-E	310	18" RC Pipe Culverts, Class III	24	LF		
110	0378000000-E	310	24" RC Pipe Culverts, Class III	24	LF		
120	0384000000-E	310	30" RC Pipe Culverts, Class III	24	LF		
130	0390000000-E	310	36" RC Pipe Culverts, Class III	24	LF		
140	0995000000-E	340	Pipe Removal	32	LF		
150	1121000000-E	SP	Aggregate Base Course	20	Ton		
160	2253000000-E	SP	Concrete Pipe Collar, Std. 840.72	5	CY		
170	2275000000-E	SP	Flowable Fill	5	CY		
180	2286000000-N	SP	Minor Drainage Structure (0 – 5 feet)	5	Each		
190	2286000000-N	SP	Open Throat Catch Basin Top Slab, Stds. 840.04 and 840.05	2	Each		

200	2308000000-E	SP	Minor Drainage Structure (5 – 10 feet)	5	LF		
210	2374000000-E	840	Frame with Grate and Hood, Std. 840.03 (Type E)	1	Each		
220	2374000000-E	840	Frame with Grate and Hood, Std. 840.03 (Type F)	1	Each		
230	2374000000-E	840	Frame with Grate and Hood, Std. 840.03 (Type G)	1	Each		
240	2396000000-N	840	Frame with Cover, Std. 840.54	1	Each		
250	2418000000-E	SP	Frame with Grates, Driveway Drop Inlet, Std. 840.30	30	LF		
260	2473000000-N	SP	Conversion of Existing Drainage Structure (0-2 feet)	2	Each		
270	2484000000-N	SP	Conversion of Existing Drainage Structure (2 feet & greater)	2	LF		
280	2549000000-E	SP	2' – 6" Concrete Curb and Gutter, Std. 846.01	40	LF		
290	2591000000-E	SP	4" Concrete Sidewalk, Std. 848.01	20	SY		
300	2605000000-E	SP	Concrete Curb Ramp, Std. 848.05	2	Each		
310	2612000000-E	SP	6" Concrete Driveway, Std. 848.02	10	SY		
320	2647000000-E	SP	5" Monolithic Concrete Island (Surface Mounted), Std. 852.01	25	SY		
330	2655000000-E	SP	5" Monolithic Concrete Island (Keyed In), Std. 852.01	25	SY		
340	4600000000-N	SP	Traffic Control – Single Lane Closure	10	Each		
350	4600000000-N	SP	Traffic Control – Multi-Lane Closure	2	Each		

TOTAL BID FOR PROJECT: _____

NOTE: Bids are required on all contingent items. Any proposals which do not have a bid for contingent items will be considered non-responsive and will not be considered for award of contract.

DIVISION CONTRACT BID FORM (continued)
CONTINGENT ITEMS

LINE	ITEM	SEC	DESCRIPTION	QTY	UNIT	UNIT PRICE	AMOUNT BID
360	0996000000-E	350	Pipe Cleanout	2	Each		
370	2264000000-E	SP	Pipe Plug, Std. 840.71	2	CY		
380	2286000000-N	SP	Minor Drainage Structure, Traffic Bearing (0 – 5 feet)	1	Each		
390	2308000000-E	SP	Minor Drainage Structure, Traffic Bearing (5 - 10 feet)	5	LF		
400	2352000000-N	840	Frame with Grate, Std. 840.16	2	Each		
410	2354000000-N	840	Frame with Grate, Std. 840.22	1	Each		
420	2354200000-N	840	Frame with Grate, Std. 840.24	1	Each		
430	2355000000-N	840	Frame with Grate, Std. 840.29	1	Each		
440	2364000000-N	840	Frame with Two Grates, Std. 840.16	1	Each		
450	2364200000-N	840	Frame with Two Grates, Std. 840.20	1	Each		
460	2365000000-N	840	Frame with Two Grates, Std. 840.22	1	Each		
470	2366000000-N	840	Frame with Two Grates, Std. 840.24	1	Each		
480	2367000000-N	840	Frame with Two Grates, Std. 840.29	1	Each		
490	2407000000-N	840	Steel Frame with Two Grates, Std. 840.37	1	Each		
500	2473000000-N	SP	Concrete Cap	1	Each		
510	2473000000-N	SP	Structure Step, Std. 840.66	5	Each		
520	2489000000-E	SP	Concrete Repairs	5	SY		
530	2484000000-N	SP	Slotted Drain	10	LF		
540	2495000000-E	SP	Concrete Apron/Flume	5	CY		
550	2535000000-E	SP	8" x 12" or 18" Concrete Curb, Std. 846.01	5	LF		
560	2535000000-E	SP	9" x 12" or 18" Concrete Curb, Std. 846.01	5	LF		

570	2535000000-E	SP	8" x 6" Concrete Median Curb, Std. 846.01	5	LF		
580	2542000000-E	SP	1' – 6" Concrete Curb & Gutter, Std. 846.01	5	LF		
590	2556000000-E	SP	Concrete Shoulder Berm Gutter, Std. 846.01	5	LF		
600	2577000000-E	SP	Concrete Expressway Gutter, Std. 846.01	5	LF		
610	2580000000-E	SP	Concrete Valley Gutter, Std. 846.01	5	LF		
620	2619000000-E	SP	4" Concrete Paved Ditch, Std. 850.01	10	SY		
630	2703000000-E	854	Double Faced Concrete Barrier (Type I) , Std. 854.01	10	LF		
640	2703000000-E	854	Double Faced Concrete Barrier (Type II) , Std. 854.01	10	LF		
650	2703000000-E	854	Double Faced Concrete Barrier (Type III) , Std. 854.01	10	LF		
660	2703000000-E	854	Double Faced Concrete Barrier (Type IV) , Std. 854.01	10	LF		
670	2703000000-E	854	Double Faced Concrete Barrier (Type T), Std. 854.02	10	LF		
680	2703000000-E	854	Double Faced Concrete Barrier (Type T1) , Std. 854.02	10	LF		
690	2703000000-E	854	Double Faced Concrete Barrier (Type T2) , Std. 854.02	10	LF		
700	2759000000-N	SP	Blockout	4	Each		
710	2830000000-N	858	Adjustment of Manhole	2	Each		
720	2845000000-N	858	Adjustment of Valve Box or Meter Box	2	Each		
730	3656000000-E	876	Geotextile for Drainage, Type 2	20	SY		
740	6000000000-E	1605	Temporary Silt Fence	20	LF		
750	6036000000-E	1631	Matting for Erosion Control (8' Excelsior)	100	SY		

CONTRACTOR _____

ADDRESS _____

Federal Identification Number _____ Contractors License Number _____

Authorized Agent _____ Title _____

Signature _____ Date _____

Witness _____ Title _____

Signature _____ Date _____

Point of Contact for Post Bid Inquiries (e.g., Letters of Intent, Insurance, Bonds, Contract Execution, etc.):

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 current edition of the **Standard Specifications for Roads and Structures**.

Division Proposals Engineer

Date

EXECUTION OF CONTRACT

WBS No: 6.102611, etc.

County: Cumberland & Harnett

ACCEPTED BY THE DEPARTMENT

Proposals Engineer

Date

EXECUTION OF CONTRACT AND BONDS
APPROVED AS TO FORM:

Proposals Engineer

Date

Signature Sheet (Bid) - ACCEPTANCE SHEET