

STATE OF NORTH CAROLINA
DEPARTMENT OF TRANSPORTATION
HIGHWAY DIVISION 6

PROPOSAL
Rev. – 4-23-2018

DATE AND TIME OF BID OPENING: MAY 2, 2018 AT 2:00 PM
CONTRACT ID: DF00214
TIP NO.: -----
FEDERAL AID NO.: STATE FUNDED
WBS ELEMENT NO.: 15B.22.29
ROUTE NO.: US 401 BUS. (RAMSEY ST.)
LOCATION: FROM TELEGRAPH CIRCLE TO DRAKE ST.
COUNTY: CUMBERLAND
LENGTH OF PROJECT: 0.189 MILES
TYPE OF WORK: RETAINING WALLS

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 PROPOSAL.

5% BID BOND OR BID DEPOSIT REQUIRED.

**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 2018 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 2018* with all amendments and supplements thereto, is by reference incorporated into and made a part of this contract; that, except as herein modified, all the construction and work included in this contract is to be done in accordance with the specifications contained in said volume, and amendments and supplements thereto, under the direction of the Engineer.

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

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

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

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

TABLE OF CONTENTS

**COVER SHEET
PROPOSAL SHEET
INSTRUCTIONS TO BIDDERS**

PROJECT SPECIAL PROVISIONS G-1

STANDARD SPECIAL PROVISIONS SSP-1

UNIT PROJECT SPECIAL PROVISIONS

ROADWAY R-1

GEOTECHNICAL GT-1

TRAFFIC CONTROL TC-1

UTILITY CONSTRUCTION UC-1

EROSION CONTROL.....EC-1

ACCEPTANCE SHEETACC-1

PROPOSAL ITEMS SHEET

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.

For preparing and submitting the bid electronically using the on-line system Bid Express®, refer to Article 102-8(B) of the *2018 Standard Specifications*.

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

ELECTRONIC ON-LINE BID THRU BID EXPRESS:

1. Download entire proposal from Connect NCDOT website. Download EBS file from Bid Express website.
2. Prepare and submit EBS file using Expedite software.
3. Expedite software necessary for electronic bid preparation may be downloaded from the Connect NCDOT website at: <https://connect.ncdot.gov/letting/Pages/EBS-Information.aspx> or from Bid Express.

PROJECT SPECIAL PROVISIONS**GENERAL****MANDATORY PRE-BID CONFERENCE (Prequalifying To Bid):**

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

SPD 01-300

In order for all prospective bidders to have an extensive knowledge of the project, all prospective bidders shall attend a mandatory pre-bid conference at **2:30 p.m. on Monday, April 23, 2018.**

**NCDOT DIVISION OFFICE
558 GILLESPIE STREET
FAYETTEVILLE, NC 28301
910-364-0600**

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

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

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

- (A) The individual has signed his name on the official roster no later than thirty (30) minutes after the above noted time for the beginning of the conference.
- (B) The individual has written in the name and address of the company he or she represents.
- (C) Only one company has been shown as being represented by the individual attending.
- (D) The individual attending is an officer or permanent employee of the company they are representing.

Attendance at any prior pre-bid conference will not meet the requirement of this provision.

DIVISION LET CONTRACT PREQUALIFICATION:

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

SPD 01-410

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

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

BOND REQUIREMENTS:

(06-01-16)

102-8, 102-10

SPD 01-420A

A Bid Bond is required in accordance with Article 102-10 of the *2018 Standard Specifications for Roads and Structures*.

Contract Payment and Performance Bonds are required in accordance with Article 103-7 of the *2018 Standard Specifications for Roads and Structures*.

CONTRACT TIME AND LIQUIDATED DAMAGES (No Permits):

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

108

SP1 G05 B

The date of availability for this contract is the date the Contractor begins work but not before **June 1, 2018** or later than **August 31, 2018**.

The completion date for this contract is the date that is **Ninety (90)** consecutive calendar days after and including the date of availability.

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

The liquidated damages for this contract are **Six Hundred Dollars (\$ 600.00)** per calendar day. At the preconstruction conference the Contractor shall declare his expected date for beginning work. Should the Contractor desire to revise this date after the preconstruction conference, he shall notify the Engineer in writing at least thirty (30) days prior to the revised date.

INTERMEDIATE CONTRACT TIME NUMBER 1 AND LIQUIDATED DAMAGES:

The Contractor shall not close or narrow a lane of traffic on **any road** during the life of this contract.

The liquidated damages are **Two Hundred Fifty Dollars (\$ 250.00)** per 15 minutes.

NIGHT WORK:

The Contractor shall be restricted from conducting any work operations during the following time restrictions:

DAY AND TIME RESTRICTIONS

**Sunday thru Saturday
10:00 P.M. thru 6:00 A.M.**

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 Resident Engineer for this project shall be JASON SALISBURY.**

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.

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 *2018 Standard Specifications*.

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

RAILROAD GRADE CROSSING:

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

107-9

SPI G17R

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

NO MAJOR CONTRACT ITEMS:

(2-19-02) (Rev. 8-21-07)

104

SPI G31

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

NO SPECIALTY ITEMS:

(7-1-95)

108-6

SPI G34

None of the items included in this contract will be specialty items (see Article 108-6 of the *2018 Standard Specifications*).

FUEL PRICE ADJUSTMENT:

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

109-8

SPI G43

Revise the *2018 Standard Specifications* as follows:

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

The base index price for DIESEL #2 FUEL is **\$ 2.2321** per gallon. Where any of the following are included as pay items in the contract, they will be eligible for fuel price adjustment.

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

Description	Units	Fuel Usage Factor Diesel
Unclassified Excavation	Gal/CY	0.29
Borrow Excavation	Gal/CY	0.29
Class IV Subgrade Stabilization	Gal/Ton	0.55
Aggregate Base Course	Gal/Ton	0.55
Sub-Ballast	Gal/Ton	0.55

Asphalt Concrete Base Course, Type ____	Gal/Ton	2.90
Asphalt Concrete Intermediate Course, Type ____	Gal/Ton	2.90
Asphalt Concrete Surface Course, Type ____	Gal/Ton	2.90
Open-Graded Asphalt Friction Course	Gal/Ton	2.90
Permeable Asphalt Drainage Course, Type ____	Gal/Ton	2.90
Sand Asphalt Surface Course, Type ____	Gal/Ton	2.90
Aggregate for Cement Treated Base Course	Gal/Ton	0.55
Portland Cement for Cement Treated Base Course	Gal/Ton	0.55
___" Portland Cement Concrete Pavement	Gal/SY	0.245
Concrete Shoulders Adjacent to ___" Pavement	Gal/SY	0.245

MINORITY BUSINESS ENTERPRISE AND WOMEN BUSINESS ENTERPRISE (DIVISIONS):

(10-16-07)(Rev. 1-16-18)

102-15(J)

SP1 G67

Description

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

Definitions

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

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

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

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

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

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

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

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

stock, if it owns and operates distribution equipment for the products. Brokers and packagers are not regarded as manufacturers or regular dealers within the meaning of this section.

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

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

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

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

Forms and Websites Referenced in this Provision

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

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

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

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

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

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

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

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

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

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

MBE and WBE Goal

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

- (A) Minority Business Enterprises **0.0 %**
- (1) *If the MBE goal is more than zero*, the Contractor shall exercise all necessary and reasonable steps to ensure that MBEs participate in at least the percent of the contract as set forth above as the MBE goal.
 - (2) *If the MBE goal is zero*, the Contractor shall make an effort to recruit and use MBEs during the performance of the contract. Any MBE participation obtained shall be reported to the Department.
- (B) Women Business Enterprises **0.0 %**
- (1) *If the WBE goal is more than zero*, the Contractor shall exercise all necessary and reasonable steps to ensure that WBEs participate in at least the percent of the contract as set forth above as the WBE goal.
 - (2) *If the WBE goal is zero*, the Contractor shall make an effort to recruit and use WBEs during the performance of the contract. Any WBE participation obtained shall be reported to the Department.

Directory of Transportation Firms (Directory)

Real-time information is available about firms doing business with the Department and firms that are certified through NCUCP in the Directory of Transportation Firms. Only firms identified in the Directory as MBE and WBE certified shall be used to meet the MBE and WBE goals respectively. The Directory can be found at the following link. [https:// www.ebs.nc.gov/VendorDirectory/default.html](https://www.ebs.nc.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) Electronic Bids

Bidders shall submit a listing of MBE and WBE participation in the appropriate section of Expedite, the bidding software of Bid Express®.

- (1) Submit the names and addresses of MBE and WBE firms identified to participate in the contract. If the bidder uses the updated listing of MBE and WBE firms shown in Expedite, the bidder may use the dropdown menu to access the name and address of the firms.
- (2) Submit the contract line numbers of work to be performed by each MBE and WBE firm. When no figures or firms are entered, the bidder will be considered to have no MBE or WBE participation.
- (3) The bidder shall be responsible for ensuring that the MBE and WBE are 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 either the MBE or WBE goal.

(B) Paper Bids

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

MBE or WBE Prime Contractor

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

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

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

Written Documentation – Letter of Intent

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

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

If the bidder fails to submit the Letter of Intent from each committed MBE and WBE to be used toward the MBE and WBE goals, or if the form is incomplete (i.e. both signatures are not present), the MBE/WBE participation will not count toward meeting the MBE/WBE goal. If the lack of this participation drops the commitment below either the MBE or WBE goal, the Contractor shall submit evidence of good faith efforts for the goal not met, completed in its entirety, to the Engineer no later than 2:00 p.m. of the eighth calendar day following opening of bids, unless the eighth day falls on Saturday, Sunday or an official state holiday. In that situation, it is due in the office of the Engineer no later than 10:00 a.m. on the next official state business day.

Banking MBE/WBE Credit

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

When the apparent lowest responsive bidder fails to submit sufficient participation by MBE firms to meet the contract goal, as part of the good faith effort, the Department will consider allowing the bidder to

withdraw funds to meet the MBE goal as long as there are adequate funds available from the bidder's MBE bank account.

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

Submission of Good Faith Effort

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

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

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

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

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

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

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

- (B) Selecting portions of the work to be performed by MBEs/WBEs in order to increase the likelihood that the MBE and WBE goals will be achieved.
- (1) Where appropriate, break out contract work items into economically feasible units to facilitate MBE/WBE participation, even when the prime contractor might otherwise prefer to perform these work items with its own forces.
 - (2) Negotiate with subcontractors to assume part of the responsibility to meet the contract MBE/WBE goals when the work to be sublet includes potential for MBE/WBE participation (2nd and 3rd tier subcontractors).
- (C) Providing interested certified MBEs/WBEs that are also prequalified subcontractors with adequate information about the plans, specifications, and requirements of the contract in a timely manner to assist them in responding to a solicitation.
- (D) (1) Negotiating in good faith with interested MBEs/WBEs. It is the bidder's responsibility to make a portion of the work available to MBE/WBE subcontractors and suppliers and to select those portions of the work or material needs consistent with the available MBE/WBE subcontractors and suppliers, so as to facilitate MBE/WBE participation. Evidence of such negotiation includes the names, addresses, and telephone numbers of MBEs/WBEs that were considered; a description of the information provided regarding the plans and specifications for the work selected for subcontracting; and evidence as to why additional agreements could not be reached for MBEs/WBEs to perform the work.
- (2) A bidder using good business judgment would consider a number of factors in negotiating with subcontractors, including MBE/WBE subcontractors, and would take a firm's price and capabilities as well as contract goals into consideration. However, the fact that there may be some additional costs involved in finding and using MBEs/WBEs is not in itself sufficient reason for a bidder's failure to meet the contract MBE or WBE goals, as long as such costs are reasonable. Also, the ability or desire of a prime contractor to perform the work of a contract with its own organization does not relieve the bidder of the responsibility to make good faith efforts. Bidding contractors are not, however, required to accept higher quotes from MBEs/WBEs if the price difference is excessive or unreasonable.
- (E) Not rejecting MBEs/WBEs as being unqualified without sound reasons based on a thorough investigation of their capabilities. The bidder's standing within its industry, membership in specific groups, organizations, or associates and political or social affiliations (for example, union vs. non-union employee status) are not legitimate causes for the rejection or non-solicitation of bids in the bidder's efforts to meet the project goal.
- (F) Making efforts to assist interested MBEs/WBEs in obtaining bonding, lines of credit, or insurance as required by the recipient or bidder.
- (G) Making efforts to assist interested MBEs/WBEs in obtaining necessary equipment, supplies, materials, or related assistance or services.
- (H) Effectively using the services of available minority/women community organizations; minority/women contractors' groups; Federal, State, and local minority/women business assistance offices; and other organizations as allowed on a case-by-case basis to provide assistance in the recruitment and placement of MBEs/WBEs. Contact within 7 days from the bid opening the

Business Opportunity and Work Force Development Unit at DBE@ncdot.gov to give notification of the bidder's inability to get MBE or WBE quotes.

- (I) Any other evidence that the bidder submits which shows that the bidder has made reasonable good faith efforts to meet the MBE and WBE goal.

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

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

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

Non-Good Faith Appeal

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

Counting MBE/WBE Participation Toward Meeting MBE/WBE Goals

- (A) Participation

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

- (B) Joint Checks

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

(C) Subcontracts (Non-Trucking)

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

(D) Joint Venture

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

(E) Suppliers

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

(F) Manufacturers and Regular Dealers

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

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

Commercially Useful Function

(A) MBE/WBE Utilization

The Contractor may count toward its contract goal requirement only expenditures to MBEs and WBEs that perform a commercially useful function in the work of a contract.

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

(B) MBE/WBE Utilization in Trucking

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

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

- (6) A MBE/WBE may lease truck(s) from an established equipment leasing business open to the general public. The lease must indicate that the MBE/WBE has exclusive use of and control over the truck. This requirement does not preclude the leased truck from working for others during the term of the lease with the consent of the MBE/WBE, so long as the lease gives the MBE/WBE absolute priority for use of the leased truck. This type of lease may count toward the MBE/WBE's credit as long as the driver is under the MBE/WBE's payroll.
- (7) Subcontracted/leased trucks shall display clearly on the dashboard the name of the MBE/WBE that they are subcontracted/leased to and their own company name if it is not identified on the truck itself. Magnetic door signs are not permitted.

MBE/WBE Replacement

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

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

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

(A) Performance Related Replacement

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

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

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

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

Changes in the Work

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

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

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

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

Reports and Documentation

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

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

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

Reporting Minority and Women Business Enterprise Participation

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

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

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

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

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

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

At any time, the Engineer can request written verification of subcontractor payments. The Contractor shall report the accounting of payments through the Department's DBE Payment Tracking System.

Failure to Meet Contract Requirements

Failure to meet contract requirements in accordance with Subarticle 102-15(J) of the *2018 Standard Specifications* may be cause to disqualify the Contractor.

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.

TWELVE MONTH GUARANTEE:

(7-15-03)

108

SP1 G145

- (A) The Contractor shall guarantee materials and workmanship against latent and patent defects arising from faulty materials, faulty workmanship or negligence for a period of twelve months following the date of final acceptance of the work for maintenance and shall replace such defective materials and workmanship without cost to the Department. The Contractor will not be responsible for damage due to faulty design, normal wear and tear, for negligence on the part of the Department, and/or for use in excess of the design.
- (B) Where items of equipment or material carry a manufacturer's guarantee for any period in excess of twelve months, then the manufacturer's guarantee shall apply for that particular piece of equipment or material. The Department's first remedy shall be through the manufacturer although the Contractor is responsible for invoking the warranted repair work with the manufacturer. The Contractor's responsibility shall be limited to the term of the manufacturer's guarantee. NCDOT would be afforded the same warranty as provided by the Manufacturer.

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

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

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

OUTSOURCING OUTSIDE THE USA:

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

SP1 G150

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

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

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

EROSION AND SEDIMENT CONTROL/STORMWATER CERTIFICATION:

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

105-16, 225-2, 16

SP1 G180

General

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

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

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

Roles and Responsibilities

- (A) *Certified Erosion and Sediment Control/Stormwater Supervisor* - The Certified Supervisor shall be Level II and responsible for ensuring the erosion and sediment control/stormwater plan is adequately implemented and maintained on the project and for conducting the quality control program. The Certified Supervisor shall be on the project within 24 hours notice from initial exposure of an erodible surface to the project's final acceptance. Perform the following duties:
 - (1) *Manage Operations* - Coordinate and schedule the work of subcontractors so that erosion and sediment control/stormwater measures are fully executed for each operation and in a timely manner over the duration of the contract.
 - (a) Oversee the work of subcontractors so that appropriate erosion and sediment control/stormwater preventive measures are conformed to at each stage of the work.
 - (b) Prepare the required National Pollutant Discharge Elimination System (NPDES) Inspection Record and submit to the Engineer.
 - (c) Attend all weekly or monthly construction meetings to discuss the findings of the NPDES inspection and other related issues.
 - (d) Implement the erosion and sediment control/stormwater site plans requested.
 - (e) Provide any needed erosion and sediment control/stormwater practices for the Contractor's temporary work not shown on the plans, such as, but not limited to work platforms, temporary construction, pumping operations, plant and storage yards, and cofferdams.

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

- (i) Report violations of the NPDES permit to the Engineer immediately who will notify the Division of Water Quality Regional Office within 24 hours of becoming aware of the violation.
- (3) Quality Control Program - Maintain a quality control program to control erosion, prevent sedimentation and follow provisions/conditions of permits. The quality control program shall:
- (a) Follow permit requirements related to the Contractor and subcontractors' construction activities.
 - (b) Ensure that all operators and subcontractors on site have the proper erosion and sediment control/stormwater certification.
 - (c) Notify the Engineer when the required certified erosion and sediment control/stormwater personnel are not available on the job site when needed.
 - (d) Conduct the inspections required by the NPDES permit.
 - (e) Take corrective actions in the proper timeframe as required by the NPDES permit for problem areas identified during the NPDES inspections.
 - (f) Incorporate erosion control into the work in a timely manner and stabilize disturbed areas with mulch/seed or vegetative cover on a section-by-section basis.
 - (g) Use flocculants approved by state regulatory authorities where appropriate and where required for turbidity and sedimentation reduction.
 - (h) Ensure proper installation and maintenance of temporary erosion and sediment control devices.
 - (i) Remove temporary erosion or sediment control devices when they are no longer necessary as agreed upon by the Engineer.
 - (j) The Contractor's quality control and inspection procedures shall be subject to review by the Engineer. Maintain NPDES inspection records and make records available at all times for verification by the Engineer.
- (B) *Certified Foreman* - At least one Certified Foreman shall be onsite for each type of work listed herein during the respective construction activities to control erosion, prevent sedimentation and follow permit provisions:
- (1) Foreman in charge of grading activities
 - (2) Foreman in charge of bridge or culvert construction over jurisdictional areas
 - (3) Foreman in charge of utility activities
- The Contractor may request to use the same person as the Level II Supervisor and Level II Foreman. This person shall be onsite whenever construction activities as described above are taking place. This request shall be approved by the Engineer prior to work beginning.
- The Contractor may request to name a single Level II Foreman to oversee multiple construction activities on small bridge or culvert replacement projects. This request shall be approved by the Engineer prior to work beginning.
- (C) *Certified Installers* - Provide at least one onsite, Level I Certified Installer for each of the following erosion and sediment control/stormwater crew:
- (1) Seeding and Mulching
 - (2) Temporary Seeding

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

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

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

Preconstruction Meeting

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

Ethical Responsibility

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

Revocation or Suspension of Certification

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

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

- (A) Failure to adequately perform the duties as defined within this certification provision.
- (B) Issuance of an ICA, NOV, or Cease and Desist Order.
- (C) Failure to fully perform environmental commitments as detailed within the permit conditions and specifications.
- (D) Demonstration of erroneous documentation or reporting techniques.

- (E) Cheating or copying another candidate's work on an examination.
- (F) Intentional falsification of records.
- (G) Directing a subordinate under direct or indirect supervision to perform any of the above actions.
- (H) Dismissal from a company for any of the above reasons.
- (I) Suspension or revocation of one's certification by another entity.

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

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

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

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

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

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

Measurement and Payment

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

PROCEDURE FOR MONITORING BORROW PIT DISCHARGE:

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

105-16, 230, 801

SP1 G181

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

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

- (A) Either cease discharge or modify the discharge volume or turbidity levels to bring the downstream turbidity levels into compliance, or
- (B) Evaluate the upstream conditions to determine if the exceedance of the standard is due to natural background conditions. If the background turbidity measurements exceed the standard, operation

of the pit and discharge can continue as long as the stream turbidity levels are not increased due to the discharge.

- (C) Measure and record the turbidity test results (time, date and sampler) at all defined sampling locations 30 minutes after startup and at a minimum, one additional sampling of all sampling locations during that 24-hour period in which the borrow pit is discharging.
- (D) Notify DWQ within 24 hours of any stream turbidity standard exceedances that are not brought into compliance.

During the Environmental Assessment required by Article 230-4 of the *2018 Standard Specifications*, the Contractor shall define the point at which the discharge enters into the State's surface waters and the appropriate sampling locations. Sampling locations shall include points upstream and downstream from the point at which the discharge enters these waters. Upstream sampling location shall be located so that it is not influenced by backwater conditions and represents natural background conditions. Downstream sampling location shall be located at the point where complete mixing of the discharge and receiving water has occurred.

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

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

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

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

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

STANDARD SPECIAL PROVISION**AVAILABILITY OF FUNDS – TERMINATION OF CONTRACTS**

(5-20-08)

Z-2

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

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

Payment will be made on any contract terminated pursuant to the special provision in accordance with Subarticle 108-13(E) of the *2018 Standard Specifications*.

STANDARD SPECIAL PROVISION**ERRATA**

(2-12-18)

Z-4

Revise the *2018 Standard Specifications* as follows:

Division 7

Page 7-27, line 4, Article 725-1 MEASUREMENT AND PAYMENT, replace article number “725-1” with “724-4”.

Page 7-28, line 10, Article 725-1 MEASUREMENT AND PAYMENT, replace article number “725-1” with “725-3”.

Division 10

Page 10-162, line 1, Article 1080-50 PAINT FOR VERTICAL MARKERS, replace article number “1080-50” with “1080-10”.

Page 10-162, line 5, Article 1080-61 EPOXY RESIN FOR REINFORCING STEEL, replace article number “1080-61” with “1080-11”.

Page 10-162, line 22, Article 1080-72 ABRASIVE MATERIALS FOR BLAST CLEANING STEEL, replace article number “1080-72” with “1080-12”.

Page 10-163, line 25, Article 1080-83 FIELD PERFORMANCE AND SERVICES, replace article number “1080-83” with “1080-13”.

STANDARD SPECIAL PROVISION**PLANT AND PEST QUARANTINES****(Imported Fire Ant, Gypsy Moth, Witchweed, Emerald Ash Borer, And Other Noxious Weeds)**

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

Z-04a

Within Quarantined Area

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

Originating in a Quarantined County

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

Contact

Contact the N.C. Department of Agriculture/United States Department of Agriculture at 1-800-206-9333, 919-707-3730, or <http://www.ncagr.gov/plantindustry/> to determine those specific project sites located in the quarantined area or for any regulated article used on this project originating in a quarantined county.

Regulated Articles Include

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

STANDARD SPECIAL PROVISION**MINIMUM WAGES**

(7-21-09)

Z-5

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

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

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

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

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

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

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

STANDARD SPECIAL PROVISION**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.

PROJECT SPECIAL PROVISIONS**ROADWAY****GRADING:**

(9-9-2016)

Description

The work covered by this provision consists of all elements of work in the following Sections of the Standard Specifications for Roads and Bridges:

- 200 – Clearing and Grubbing
- 225 – Unclassified Excavation
- 235 – Embankment
- 250 – Removal of Existing Pavement
- 500 – Fine Grading Subgrade, Shoulders and Ditches
- 560 – Shoulder Borrow

In addition Borrow Excavation as described in Section 230, will also be included in the work, unless a separate line item is included for this work.

Construction Method

Shape, compact, and grade the slopes, ditches, subgrade and shoulders to the lines, grades, and typical sections established by the plans or as directed by the Engineer. Roadway ditches shall be cleaned, reshaped, and maintained until final acceptance of the project.

Excavated areas shall be uniformly graded, well compacted, and free of debris and loose material. Excavated areas adjacent to existing pavement having more than a 2 inch drop-off, shall be backfilled to a 6:1 slope. Remove and satisfactorily dispose of vegetation and debris from within the project limits. Dispose of any waste material only at an approved location. No material may be wasted or removed from the project unless approved by the Engineer. All waste disposal shall be in accordance with the Specifications, as well as state, federal and local regulations regarding the disposal of waste material. All permits and fees for any such disposal shall be the responsibility of the Contractor, and the Department shall not be held liable for disposal of any materials outside the project right of way.

Top soil shall be placed on the top six inches of all embankments and shoulders. On projects containing *Borrow Excavation*, when top soil is stockpiled on the project for later use, no measurement will be made borrow excavation as this will be considered incidental to 'Grading'.

Measurement and Payment

Grading will be paid for at the contract lump sum price. Partial payments will be equal to the percentage of such item that is complete as estimated by the Engineer. No separate payment will be made for clearing and grubbing, shoulder and fill slope material or draining borrow sources as such work will be incidental to the work covered by this section.

Undercut Excavation will be measured and paid at the contract unit price per cubic yard. No separate payment will be made for materials used in backfilling the undercut areas, shoulders and slope areas as

payment at the contract unit price per cubic yard for Undercut Excavation will be full compensation for furnishing such material. Where the contract does not include a pay item for Undercut Excavation, payment for such excavation will be made in accordance with Article 104-7. 21.

Payment will be made under:

Pay Item	Pay Unit
Grading	Lump Sum
Undercut Excavation	Cubic Yard

BURNING RESTRICTIONS:

(7-1-95)

200, 210, 215

SP2 R05

Open burning is not permitted on any portion of the right-of-way limits established for this project. Do not burn the clearing, grubbing or demolition debris designated for disposal and generated from the project at locations within the project limits, off the project limits or at any waste or borrow sites in this county. Dispose of the clearing, grubbing and demolition debris by means other than burning, according to state or local rules and regulations.

COAL COMBUSTION PRODUCTS IN EMBANKMENTS:

(4-16-02) (Rev. 5-19-15)

235

SP02 R70

Description

This specification allows the Contractor an option, with the approval of the Engineer, to use coal combustion products (CCPs) in embankments as a substitute for conventional borrow material. The amount of CCPs allowed to be used for this project will be less than 80,000 tons total and less than 8,000 tons per acre.

Materials

Supply coal combustion products from the Department list of potential suppliers maintained by the Value Management Unit. Site specific approval of CCP material will be required prior to beginning construction.

The following CCPs are unacceptable:

- (A) Frozen material,
- (B) Ash from boilers fired with both coal and petroleum coke, and
- (C) Material with a maximum dry unit weight of less than 65 pounds per cubic foot when tested in accordance with AASHTO T-99 Method A or C.

Collect and transport CCPs in a manner that will prevent nuisances and hazards to public health and safety. Moisture condition the CCPs as needed and transport in covered trucks to prevent dusting.

Preconstruction Requirements

When CCPs are to be used as a substitute for earth borrow material, request written approval from the Engineer at least ninety (90) days in advance of the intent to use CCPs and include the following details using the NCDOT Form #CCP-2015-V1 in accordance with NCGS § 130A-309.219(b)(1):

- (A) Description, purpose and location of project.
- (B) Estimated start and completion dates of project.

- (C) Estimated volume of CCPs to be used on project with specific locations and construction details of the placement.
- (D) Toxicity Characteristic Leaching Procedure analysis from a representative sample of each different CCP source to be used in the project for, at minimum, all of the following constituents: arsenic, barium, cadmium, lead, chromium, mercury, selenium, and silver.
- (E) The names, address, and contact information for the generator of the CCPs.
- (F) Physical location of the project at which the CCPs were generated.

Submit the form to the Engineer and the State Value Management Engineer at valuemanagementunit@ncdot.gov for review. The Engineer and the State Value Management Engineer will coordinate the requirements of NCGS § 130A-309.219(a)(1) and notify the Contractor that all the necessary requirements have been met before the placement of structural fill using coal combustion products is allowed.

Construction Methods

In accordance with the detail in the plans, place CCPs in the core of the embankment section with at least 4 feet of earth cover to the outside limits of the embankments or subgrade and at least 5 feet above the seasonal high ground-water table. CCPs used in embankments shall not be placed as follows:

- (A) Within 50 feet of any property boundary.
- (B) Within 300 horizontal feet of a private dwelling or well.
- (C) Within 50 horizontal feet of the top of the bank of a perennial stream or other surface water body.
- (D) Within a 100-year floodplain except as authorized under NCGS § 143-215.54A(b). A site located in a floodplain shall not restrict the flow of the 100-year floodplain or result in washout of solid waste so as to pose a hazard to human life, wildlife or land and water resources.
- (E) Within 50 horizontal feet of a wetland, unless, after consideration of the chemical and physical impact on the wetland, the United States Army Corps of Engineers issues a permit or waiver for the fill.

Construct embankments by placing CCPs in level uniform lifts with no more than a lift of 10 inches and compacted to at least a density of 95 percent as determined by test methods in AASHTO T-99, Determination of Maximum Dry Density and Optimum Moisture Content, Method A or C depending upon particle size of the product. Provide a moisture content at the time of compaction of within 4 percent of optimum but not greater than one percent above optimum as determined by AASHTO T-99, Method A or C.

Divert surface waters resulting from precipitation from the CCPs placement area during filling and construction activities. Construct embankments such that rainfall will not run directly off of the CCPs. Provide dust control to minimize airborne emissions. Construct fill in a manner that prevents water from accumulating and ponding and do not pump nor discharge waters from CCP's filling and construction areas.

Measurement and Payment

Borrow Excavation will be measured by truck volume and paid in cubic yards in accordance with Article 230-5 of the *2018 Standard Specifications*.

MANUFACTURED QUARRY FINES IN EMBANKMENTS:

(01-17-17)

235

SP02 R72

Description

This specification addresses the use of manufactured quarry fines that are not classified as select materials. The specification allows the Contractor an option, with the approval of the Engineer, to use manufactured quarry fines (MQFs) in embankments as a substitute for conventional borrow material. Furnish and place geotextile for pavement stabilization in accordance with the Geotextile for Pavement Stabilization special provision and detail. Geotextile for pavement stabilization is required to prevent pavement cracking and provide separation between the subgrade and pavement section at embankment locations where manufactured quarry fines are utilized and as directed by the Engineer.

Materials

Manufactured Quarry Fines.

Site specific approval of MQFs material will be required prior to beginning construction as detailed in the preconstruction requirements of this provision.

The following MQFs are unacceptable:

- (A) Frozen material,
- (B) Material with a maximum dry unit weight of less than 90 pounds per cubic foot when tested in accordance with AASHTO T-99 Method A or C.
- (C) Material with greater than 80% by weight Passing the #200 sieve

Collect and transport MQFs in a manner that will prevent nuisances and hazards to public health and safety. Moisture condition the MQFs as needed and transport in covered trucks to prevent dusting. If MQFs are blended with natural earth material, follow Borrow Criteria in Section 1018 of the *Standard Specifications*.

Geotextiles

Areas of embankment where MQFs are incorporated, Geotextile for Pavement Stabilization shall be used. If the Geotextile for Pavement Stabilization special provision is not included elsewhere in this contract, then it along with a detail will be incorporated as part of the contractors request to use. Notification of subgrade elevation, sampling and waiting period as required in the Construction Methods section of the Geotextile for Pavement Stabilization special provision are not required.

Preconstruction Requirements

When MQFs are to be used as a substitute for earth borrow material, request written approval from the Engineer at least ninety (90) days in advance of the intent to use MQFs and include the following details:

- (A) Description, purpose and location of project.
- (B) Estimated start and completion dates of project.
- (C) Estimated volume of MQFs to be used on project with specific locations and construction details of the placement.
- (D) The names, address, and contact information for the generator of the MQFs.
- (E) Physical location of the site at which the MQFs were generated.

The Engineer will forward this information to the State Materials Engineer for review and material approval.

Construction Methods

Place MQFs in the core of the embankment section with at least 4 feet of earth cover to the outside limits of the embankments or subgrade.

Construct embankments by placing MQFs in level uniform lifts with no more than a lift of 10 inches and compacted to at least a density of 95 percent as determined by test methods in AASHTO T-99, Determination of Maximum Dry Density and Optimum Moisture Content, Method A or C depending upon particle size of the product. Provide a moisture content at the time of compaction of within 4 percent of optimum but not greater than one percent above optimum as determined by AASHTO T-99, Method A or C.

Areas of embankment where MQFs are incorporated, Geotextile for Pavement Stabilization shall be used. See Geotextile for Pavement Stabilization special provision for geotextile type and construction method.

Measurement and Payment

Borrow Excavation will be measured by truck volume and paid in cubic yards in accordance with Article 230-5 of the 2018 Standard Specifications. As an alternate weigh tickets can be provided and payment made by converting weight to cubic yards based on the verifiable unit weight.

Where the pay item of *Geotextile for Pavement Stabilization* is included in the original contract the material will be measured and paid in square yards (see Geotextile for Pavement Stabilization special provision). Where the pay item of *Geotextile for Pavement Stabilization* is not included in the original contract then no payment will be made for this item and will be considered incidental to the use of MQFs in embankment.

SAFETY FENCE AND JURISDICTIONAL FLAGGING:

Description

Safety Fence shall consist of furnishing materials, installing and maintaining polyethylene or polypropylene fence along the outside riparian buffer, wetland, or water boundary, or other boundaries located within the construction corridor to mark the areas that have been approved to infringe within the buffer, wetland, endangered vegetation, culturally sensitive areas or water. The fence shall be installed prior to any land disturbing activities.

Interior boundaries for jurisdictional areas noted above shall be delineated by stakes and highly visible flagging.

Jurisdictional boundaries at staging areas, waste sites, or borrow pits, whether considered outside or interior boundaries shall be delineated by stakes and highly visible flagging.

Materials

(A) Safety Fencing

Polyethylene or polypropylene fence shall be a highly visible preconstructed safety fence approved by the Engineer. The fence material shall have an ultraviolet coating.

Either wood posts or steel posts may be used. Wood posts shall be hardwood with a wedge or pencil tip at one end, and shall be at least 5 ft. in length with a minimum nominal 2" x 2" cross section. Steel posts shall be at least 5 ft. in length, and have a minimum weight of 0.85 lb/ft of length.

(B) Boundary Flagging

Wooden stakes shall be 4 feet in length with a minimum nominal 3/4" x 1-3/4" cross section. The flagging shall be at least 1" in width. The flagging material shall be vinyl and shall be orange in color and highly visible.

Construction Methods

No additional clearing and grubbing is anticipated for the installation of this fence. The fence shall be erected to conform to the general contour of the ground.

(A) Safety Fencing

Posts shall be set at a maximum spacing of 10 ft., maintained in a vertical position and hand set or set with a post driver. Posts shall be installed a minimum of 2 ft. into the ground. If hand set, all backfill material shall be thoroughly tamped. Wood posts may be sharpened to a dull point if power driven. Posts damaged by power driving shall be removed and replaced prior to final acceptance. The tops of all wood posts shall be cut at a 30-degree angle. The wood posts may, at the option of the Contractor, be cut at this angle either before or after the posts are erected.

The fence geotextile shall be attached to the wood posts with one 2" galvanized wire staple across each cable or to the steel posts with wire or other acceptable means.

Place construction stakes to establish the location of the safety fence in accordance with Article 105-9 or Article 801-1 of the *Standard Specifications*. No direct pay will be made for the staking of the safety fence. All stakeouts for safety fence shall be considered incidental to the work being paid for as "Construction Surveying", except that where there is no pay item for construction surveying, all safety fence stakeout will be performed by state forces.

The Contractor shall be required to maintain the safety fence in a satisfactory condition for the duration of the project as determined by the Engineer.

(B) Boundary Flagging

Boundary flagging delineation of interior boundaries shall consist of wooden stakes on 25 feet maximum intervals with highly visible orange flagging attached. Stakes shall be installed a minimum of 6" into the ground. Interior boundaries may be staked on a tangent that runs parallel to buffer but must not encroach on the buffer at any location. Interior boundaries of hand clearing shall be identified with a different colored flagging to distinguish it from mechanized clearing.

Boundary flagging delineation of interior boundaries will be placed in accordance with Article 105-9 or Article 801-1 of the *Standard Specifications*. No direct pay will be made for delineation of the interior boundaries. This delineation will be considered incidental to the work being paid for as *Construction Surveying*, except that where there is no pay item or construction surveying the cost of boundary flagging delineation shall be included in the unit prices bid for the various items in the contract. Installation for delineation of all jurisdictional boundaries at staging areas, waste sites, or borrow pits shall consist of

wooden stakes on 25 feet maximum intervals with highly visible orange flagging attached. Stakes shall be installed a minimum of 6” into the ground. Additional flagging may be placed on overhanging vegetation to enhance visibility but does not substitute for installation of stakes.

Installation of boundary flagging for delineation of all jurisdictional boundaries at staging areas, waste sites, or borrow pits shall be performed in accordance with Subarticle 230-4(B)(5) or Subarticle 802-2(F) of the *Standard Specifications*. No direct pay will be made for this delineation, as the cost of same shall be included in the unit prices bid for the various items in the contract.

The Contractor shall be required to maintain alternative stakes and highly visible flagging in a satisfactory condition for the duration of the project as determined by the Engineer.

Measurement and Payment

Safety Fence will be measured and paid as the actual number of linear feet of polyethylene or polypropylene fence installed in place and accepted. Such payment will be full compensation including but not limited to furnishing and installing fence geotextile with necessary posts and post bracing, staples, tie wires, tools, equipment and incidentals necessary to complete this work.

Payment will be made under:

Pay Item	Pay Unit
Safety Fence	Linear Foot

STREET SIGNS AND MARKERS AND ROUTE MARKERS:

(7-1-95)

SP9 R01

Move any existing street signs, markers, and route markers out of the construction limits of the project and install the street signs and markers and route markers so that they will be visible to the traveling public if there is sufficient right of way for these signs and markers outside of the construction limits.

Near the completion of the project and when so directed by the Engineer, move the signs and markers and install them in their proper location in regard to the finished pavement of the project.

Stockpile any signs or markers that cannot be relocated due to lack of right of way, or any signs and markers that will no longer be applicable after the construction of the project, at locations directed by the Engineer for removal by others.

The Contractor will be responsible to the owners for any damage to any street signs and markers or route markers during the above described operations.

No direct payment will be made for relocating, reinstalling, and/or stockpiling the street signs and markers and route markers as such work will be considered incidental to other work being paid for by the various items in the contract.

DRIVEWAYS AND PRIVATE PROPERTY:

The Contractor shall maintain access to driveways for all residents and property owners throughout the life of the project. The Contractor shall not perform work for private citizens or agencies in conjunction with this project or within the project limits of this contract. Any driveway paved by a Contractor, which ties into a NCDOT system road being paved by the Contractor, must be paved either prior to the road paving project or after its completion.

Driveways shall be removed to a sufficient distance to provide for a smooth tie-in to future edge of pavement as directed by the Engineer. Driveways shall be sawcut. This work will be included in lump sum of grading.

CANTILEVER RETAINING WALLS**(SPECIAL)****1.0 GENERAL**

Construct cantilever retaining walls consisting of cast-in-place reinforced concrete supported by and connected to concrete footings. Construct cantilever retaining walls based on actual elevations and wall dimensions in accordance with the contract and accepted submittals. Define “cantilever wall” as a cantilever retaining wall.

2.0 MATERIALS

Refer to Division 10 of the *Standard Specifications*.

Item	Section
Curing Agents	1026
Portland Cement Concrete, Class A	1000
Reinforcing Steel	1070

3.0 CANTILEVER WALL SURVEYS

The plans show a plan view, typical sections, details, notes and an elevation or profile view (wall envelope) for each cantilever wall. Before beginning cantilever wall design and construction, survey existing ground elevations along wall face locations and other elevations in the vicinity of cantilever wall locations as needed. Based on these elevations, finished grades and actual cantilever wall dimensions and details, submit wall envelopes, wall design and working drawings for acceptance. Use accepted wall design and working drawings for construction.

4.0 CONSTRUCTION METHODS

Control drainage during construction in the vicinity of cantilever walls. Direct run off away from cantilever walls and backfill. Contain and maintain backfill and protect material from erosion.

Excavate as necessary for cantilever walls in accordance with the plans. Unless required otherwise in the plans, embed bottom of footings at least 1 ft below bottom of walls shown in the plans. If applicable and at the Contractor’s option, use temporary shoring for wall construction instead of temporary slopes to construct cantilever walls. Define “temporary shoring for wall construction” as temporary shoring not shown in the plans or required by the Engineer including shoring for OSHA reasons or the Contractor’s convenience.

Notify the Engineer when foundation excavation is complete. Do not place concrete for footings until excavation depth and foundation material are approved.

Construct cantilever walls at elevations and with dimensions shown in the plans and in accordance with Section 420 of the *Standard Specifications*. Use reinforcing concrete design for construction of cantilever walls. .

Unless required otherwise in the plans, provide a Class 2 surface finish for exposed

surfaces of cantilever walls that meets Subarticle 420-17(F) of the *Standard Specifications*.

Do not remove forms or backfill behind cantilever walls until concrete attains a compressive strength of at least 2,400 psi. Backfill for cantilever walls in accordance with Article 410-8 of the *Standard Specifications*.

5.0 MEASUREMENT AND PAYMENT

Cantilever Retaining Walls will be measured and paid in square feet. Cantilever walls will be measured as the square feet of wall face area with the pay height equal to the difference between top of wall and bottom of footing elevations.

The contract unit price for *Cantilever Retaining Walls* will be full compensation for providing design submittals, labor, tools, equipment and cantilever wall materials, excavating, backfilling, hauling and removing excavated materials and supplying concrete, reinforcing steel and any incidentals necessary to construct cantilever walls.

No separate payment will be made for temporary shoring for wall construction. Temporary shoring for wall construction will be incidental to the contract unit price for *Cantilever Retaining Walls*.

Where it is necessary to provide backfill material from sources other than excavated areas or borrow sources used in connection with other work in the contract, payment for furnishing and hauling such backfill material will be paid as extra work in accordance with Article 104-7 of the *Standard Specifications*. Placing and compacting such backfill material is not considered extra work but is incidental to the work being performed.

Payment will be made under:

Pay Item
Cantilever Retaining Walls

Pay Unit
Square Foot



DocuSigned by:
Jinyoung Park
A713DB5C81BA498...
11/6/2017

SOLDIER PILE RETAINING WALLS**(SPECIAL)****1.0 GENERAL**

Construct soldier pile retaining walls consisting of driven or drilled-in steel H-piles with either precast concrete panels in between piles or a cast-in-place reinforced concrete face attached to front of piles unless required otherwise in the plans. Timber lagging is typically used for temporary support of excavations during construction. Provide cast-in-place reinforced concrete coping as required. Design and construct soldier pile retaining walls based on actual elevations and wall dimensions in accordance with the contract and accepted submittals. Use a prequalified Cantilever Wall Contractor to construct soldier pile retaining walls. Define “soldier pile wall” as a soldier pile retaining wall. Define “panel” as a precast concrete panel and “concrete facing” as a cast-in-place reinforced concrete face. Define “pile” as a steel H-pile and “coping” as cast-in-place concrete coping.

2.0 MATERIALS

Refer to the *Standard Specifications*.

Item	Section
Flowable Fill, Excavatable	1000-6
Geosynthetics	1056
Joint Materials	1028
Masonry	1040
Grout, Type 1	1003
Portland Cement Concrete	1000
Reinforcing Steel	1070
Retaining Wall Panels	1077
Select Material	1016
Shoulder Drain Materials	816-2
Steel H-Piles	1084-1
Untreated Timber	1082-2
Welded Stud Shear Connectors	1072-6

Provide Type 2 geotextile for separation geotextiles and Class VI select material (standard size No. 57 stone) for leveling pads and backfilling. Use Class A concrete for concrete facing and coping and Class A concrete that meets Article 450-2 of the *Standard Specifications* or grout for drilled-in piles. Use untreated timber with a thickness of at least 3" and a bending stress of at least 1,000 psi for timber lagging.

Unless required otherwise in the contract, produce panels with a smooth flat final finish that meets Article 1077-11 of the *Standard Specifications*. When noted in the plans, produce panels with an exposed aggregate finish that meets Article 1077-12 of the *Standard Specifications*. Produce panels within 1/4" of the panel dimensions shown in the accepted submittals. Damaged panels with excessive discoloration, chips or cracks as determined by the Engineer will be rejected.

For soldier pile walls with panels, galvanize piles in accordance with Section 1076 of the

Standard Specifications. When noted in the plans, paint galvanized piles in accordance with Article 442-12 of the *Standard Specifications*. Apply the following system to paint galvanized piles gray with waterborne paints that meet Article 1080-11 of the *Standard Specifications*. For painting galvanized piles other colors, contact the Materials and Tests (M&T) Unit for an appropriate paint system.

GRAY PAINT SYSTEM FOR GALVANIZED PILES			
Coat	Color	Dry/Wet Film Thickness (Mils)	
		Min.	Max.
Intermediate	Brown	3.0 DFT	5.0 DFT
Stripe	White	4.0 WFT	7.0 WFT
Topcoat	Gray	2.0 DFT	4.0 DFT
Total		5.0 DFT	9.0 DFT

Store steel materials on blocking at least 12" above the ground and protect it at all times from damage; and when placing in the work make sure it is free from dirt, dust, loose mill scale, loose rust, paint, oil or other foreign materials. Load, transport, unload and store soldier pile wall materials so materials are kept clean and free of damage. Bent, damaged or defective materials will be rejected.

3.0 PRECONSTRUCTION REQUIREMENTS

A. Soldier Pile Wall Surveys

The Retaining Wall Plans show a plan view, typical sections, details, notes and an elevation or profile view (wall envelope) for each soldier pile wall. Before beginning soldier pile wall design, survey existing ground elevations shown in the plans and other elevations in the vicinity of soldier pile wall locations as needed. For proposed slopes above or below soldier pile walls, survey existing ground elevations to at least 10 ft beyond slope stake points. Based on these elevations, finished grades and actual soldier pile wall dimensions and details, submit revised wall envelopes for acceptance. Use accepted wall envelopes for design.

B. Soldier Pile Wall Designs

For soldier pile wall designs, submit 11 copies of working drawings and 3 copies of design calculations and a PDF copy of each at least 30 days before the preconstruction meeting. Do not begin soldier pile wall construction until a design submittal is accepted.

Use a prequalified Cantilever Wall Design Consultant to design soldier pile walls. Provide designs sealed by a Design Engineer approved as a Geotechnical Engineer (key person) for the Cantilever Wall Design Consultant.

Design soldier pile walls in accordance with the plans and Article 11.8 of the *AASHTO LRFD Bridge Design Specifications* unless otherwise required. Design soldier pile walls for seismic if walls are located in seismic zone 2 based on Figure 2-1 of the *Structure*

Design Manual. Design soldier pile walls for a maximum deflection of 2" or 1.5% of H, whichever is less, with H as shown in the plans.

When a rock mass shear strength (S_m) is noted in the plans, analyze piles using the equation shown in Figure 3.11.5.6-2 of the AASHTO LRFD specifications to calculate the passive resistance of the rock ($\overline{P_p}$). Use a maximum H-pile spacing of 10 ft. At the Contractor's option, use driven or drilled-in piles for soldier pile walls with concrete facing unless otherwise required. For soldier pile walls with panels, use drilled-in piles unless noted otherwise in the plans. Use concrete or grout for embedded portions of drilled-in piles. Install drilled-in piles by excavating holes with diameters that will result in at least 3" of clearance all around piles.

Provide temporary support of excavations for excavations more than 4 ft deep and timber lagging in accordance with the *AASHTO Guide Design Specifications for Bridge Temporary Works*. At the Contractor's option and when noted in the plans, provide temporary slopes instead of temporary support of excavations. Do not extend temporary slopes outside right-of-way or easement limits. Except for fill sections or when using temporary slopes, backfill voids behind panels, lagging and piles with No. 57 stone. Place separation geotextile between No. 57 stone and overlying fill or pavement sections except when concrete pavement, full depth asphalt or cement treated base is placed directly on stone.

At the Contractor's option, use panels or concrete facing unless required otherwise in the plans. Design panels and concrete facing in accordance with the plans and Section 5 of the *AASHTO LRFD Bridge Design Specifications*. Provide reinforcing steel of sufficient density to satisfy Article 5.7.3.4 of the AASHTO LRFD specifications. Use panels or concrete facing with the dimensions shown in the plans and attach facing to front of H-piles with welded stud shear connectors.

Use No. 57 stone for aggregate leveling pads. Use 6" thick leveling pads beneath panels and concrete facing. Unless required otherwise in the plans, embed top of leveling pads at least 12" below bottom of walls shown in the plans.

Provide wall drainage systems consisting of geocomposite sheet drains, an aggregate shoulder drain and outlet components. Place sheet drains with a horizontal spacing of no more than 10 ft and center drains between adjacent piles. Attach sheet drains to front of timber lagging or back of panels or concrete facing and connect drains to aggregate leveling pads. Locate a continuous aggregate shoulder drain along the base of panels or concrete facing in front of piles and leveling pads. Provide aggregate shoulder drains and outlet components in accordance with Standard Drawing No. 816.02 of the *Roadway Standard Drawings*.

Unless required otherwise in the plans, use cast-in-place reinforced concrete coping at top of soldier pile walls with panels. Use coping dimensions shown in the plans and at the Contractor's option, connect coping to panels with dowels or extend coping down back of panels.

Submit working drawings and design calculations for acceptance in accordance with Article 105-2 of the *Standard Specifications*. Submit working drawings showing plan views, wall profiles with pile locations, typical sections and details of piles, drainage, temporary support, leveling pads, panels and concrete facing. If necessary, include details on working drawings for coping and obstructions extending through walls or interfering with piles. Submit design calculations including deflection calculations for each wall section with different surcharge loads, geometry or material parameters. Include analysis of temporary conditions in design calculations. When designing soldier pile walls with computer software, a hand calculation is required for the tallest wall section.

C. Soldier Pile Wall Samples and Shop Drawings

The contractor shall submit for review and acceptance, three topcoat colors varying shades of grey for the galvanized piles and a minimum of three color-textured-pattern options for the exposed aggregate panels at least 30 days before the preconstruction meeting. The panel samples should offer three distinct variations of integrated aggregate and associated colors. If requested, the Contractor shall provide the color renderings of the proposed colors and patterns of the soldier pile wall. These drawings, acceptable in a pdf format, should be of sufficient scale to show the aesthetic appearance of the soldier pile wall.

D. Soldier Pile Wall Construction Plan

Submit 4 copies and a PDF copy of a soldier pile wall construction plan at least 30 days before the preconstruction meeting. Do not begin soldier pile wall construction until the construction plan submittal is accepted. Provide project specific information in the soldier pile wall construction plan including a detailed construction sequence. For driven piles, submit proposed pile driving methods and equipment in accordance with Subarticle 450-3(D)(2) of the *Standard Specifications*. For drilled-in piles, submit installation details including drilling equipment and methods for stabilizing and filling holes. Provide details in the construction plan of excavations including temporary support and any other information shown in the plans or requested by the Engineer.

If alternate construction procedures are proposed or necessary, a revised soldier pile wall construction plan submittal may be required. If the work deviates from the accepted submittal without prior approval, the Engineer may suspend soldier pile wall construction until a revised plan is accepted.

E. Preconstruction Meeting

Before starting soldier pile wall construction, hold a preconstruction meeting to discuss the construction and inspection of the soldier pile walls. If this meeting occurs before all soldier pile wall submittals have been accepted, additional preconstruction meetings may be required before beginning construction of soldier pile walls without accepted submittals. The Resident or Bridge Maintenance Engineer, Division Construction Engineer, Roadside Environmental Engineer, Geotechnical Operations Engineer,

Contractor and Cantilever Wall Contractor Superintendent will attend preconstruction meetings.

4.0 CONSTRUCTION METHODS

Control drainage during construction in the vicinity of soldier pile walls. Direct run off away from soldier pile walls and areas above and behind walls. Contain and maintain No. 57 stone and backfill and protect material from erosion.

Install soldier pile walls in accordance with the accepted submittals and as directed. Do not excavate behind soldier pile walls unless a temporary slope is shown in the accepted submittals. If overexcavation occurs and is not approved, repair walls with an approved method and a revised soldier pile wall design or construction plan may be required.

A. Piles

If a temporary slope is shown in the accepted submittals, excavate the slope before installing piles. Otherwise, install piles before excavating for soldier pile walls. Weld stud shear connectors to piles in accordance with Article 1072-6 of the *Standard Specifications*.

Install piles within 1" of horizontal and vertical alignment shown in the accepted submittals and with no negative batter (piles leaning forward). Minimize alignment variations between piles for soldier pile walls with concrete facing since variations can result in thicker concrete facing in some locations in order to provide the minimum required facing thickness elsewhere. Locate piles so the minimum required concrete facing thickness, if applicable, and roadway clearances are maintained for variable pile alignments.

Install piles to the required elevations in accordance with Subarticles 450-3(D) and 450-3(E) of the *Standard Specifications*. Piles may be installed with a vibratory hammer as approved by the Engineer. Do not splice piles. If necessary, cut off piles at elevations shown in the accepted submittals along a plane normal to the pile axis.

Use pile excavation to install drilled-in piles. If overexcavation occurs, fill to required elevations with No. 57 stone before setting piles. After filling holes with concrete or grout to the elevations shown in the accepted submittals, remove any fluids and fill remaining portions of holes with flowable fill. Cure concrete or grout at least 7 days before excavating.

Notify the Engineer if refusal is reached before pile excavation or driven piles attain the required penetration. When this occurs, a revised soldier pile wall design or construction plan submittal may be required. When a minimum pile penetration into rock is noted in the plans, rock is as determined by the Engineer.

B. Excavation

If a temporary slope is shown in the accepted submittals, excavate the slope as shown.

Otherwise, excavate in front of piles from the top down in accordance with the accepted submittals. Excavate in staged horizontal lifts with a maximum height of 5 ft. Use timber lagging or an alternate approved method for temporary support of excavations in accordance with the accepted submittals.

If applicable and at the Contractor's option, use temporary shoring for wall construction instead of temporary slopes to construct soldier pile walls. Define "temporary shoring for wall construction" as temporary shoring not shown in the plans or required by the Engineer including shoring for OSHA reasons or the Contractor's convenience.

Install temporary support within 24 hours of excavating each lift unless otherwise approved. The installation may be delayed if it can be demonstrated that delays will not adversely affect excavation stability. If excavation faces will be exposed for more than 24 hours, use polyethylene sheets anchored at top and bottom of lifts to protect excavation faces from changes in moisture content.

If an excavation becomes unstable at any time, suspend soldier pile wall construction and temporarily stabilize the excavation by immediately placing an earth berm up against the unstable excavation face. When this occurs, repair walls with an approved method and a revised soldier pile wall design or construction plan may be required.

Remove flowable fill and material in between piles as necessary to install timber lagging. Position lagging with at least 3" of contact in the horizontal direction between the lagging and pile flanges. Do not excavate the next lift until temporary support for the current lift is accepted.

C. Wall Drainage Systems

Install wall drainage systems as shown in the accepted submittals and in accordance with Section 816 of the *Standard Specifications*. Place geocomposite sheet drains with the geotextile side facing away from wall faces. Secure sheet drains so drains are in continuous contact with surfaces to which they are attached and allow for full flow the entire height of soldier pile walls. Discontinuous sheet drains are not allowed. If splices are needed, overlap sheet drains at least 12" so flow is not impeded. Connect sheet drains to aggregate leveling pads by embedding drain ends at least 4" into No. 57 stone.

D. Leveling Pads, Panels, Coping and Concrete Facing

Construct aggregate leveling pads at elevations and with dimensions shown in the accepted submittals. Compact leveling pads with a vibratory compactor to the satisfaction of the Engineer.

Set panels against pile flanges as shown in the accepted submittals. Position panels with at least 2" of contact in the horizontal direction between the panels and pile flanges. If contact cannot be maintained, remove panels, fill gaps with joint filler and reset panels. Securely support panels until enough No. 57 stone or backfill is placed to hold panels in place.

Construct coping as shown in the accepted submittals and Subarticle 452-3(C) of the *Standard Specifications*.

Construct concrete facing in accordance with the accepted submittals and Section 420 of the *Standard Specifications*. Do not remove forms until concrete attains a compressive strength of at least 2,400 psi. Unless required otherwise in the plans, provide a Class 2 surface finish for concrete facing that meets Subarticle 420-17(F) of the *Standard Specifications*. Construct concrete facing joints at a spacing of 10 ft to 12 ft unless required otherwise in the plans. Make 1/2" thick expansion joints that meet Article 420-10 of the *Standard Specifications* for every third joint and 1/2" deep grooved contraction or sawed joints that meet Subarticle 825-10(B) or 825-10(E) respectively for the remaining joints. Stop reinforcing steel for concrete facing 2" on either side of expansion joints.

If a brick veneer is required, construct brick masonry in accordance with Section 830 of the *Standard Specifications*. Anchor brick veneers to soldier pile walls with approved brick to concrete type anchors in accordance with the manufacturer's instructions. Space anchors no more than 16" apart in the vertical direction and no more than 32" apart in the horizontal direction with each row of anchors staggered 16" from the row above and below.

Seal joints above and behind soldier pile walls between coping or concrete facing and concrete slope protection with silicone sealant.

E. Backfill

For fill sections or if a temporary slope is shown in the accepted submittals, backfill behind piles, panels and concrete facing in accordance with Article 410-8 of the *Standard Specifications*. Otherwise, backfill voids behind panels, lagging and piles with No. 57 stone as shown in the accepted submittals. Ensure all voids between panels and lagging and between piles, lagging and excavation faces are filled with No. 57 stone. Compact stone to the satisfaction of the Engineer. When separation geotextiles are required, overlap adjacent geotextiles at least 18" and hold separation geotextiles in place with wire staples or anchor pins as needed.

F. Pile Coatings

For soldier pile walls with panels, clean exposed galvanized or painted surfaces of piles with a 2,500 psi pressure washer after wall construction is complete. Repair galvanized surfaces that are exposed and damaged in accordance with Article 1076-7 of the *Standard Specifications*. Repair painted surfaces that are exposed and damaged by applying 4.0 to 7.0 mils wet film thickness of a topcoat to damaged areas with brushes or rollers. Use the same paint for damaged areas that was used for the topcoat when painting piles initially. Feather or taper topcoats in damaged areas to be level with surrounding areas.

5.0 MEASUREMENT AND PAYMENT

Soldier Pile Retaining Walls will be measured and paid in square feet. Soldier pile walls will

be measured as the square feet of wall face area with the pay height equal to the difference between top of wall and top of leveling pad elevations. Define "top of wall" as top of coping or top of panels or concrete facing for soldier pile walls without coping.

The contract unit price for *Soldier Pile Retaining Walls* will be full compensation for providing designs, submittals, labor, tools, equipment and soldier pile wall materials, installing piles, excavating, backfilling, hauling and removing excavated materials and supplying temporary support of excavations, wall drainage systems, leveling pads, panels, concrete facing, No. 57 stone, geotextiles and any incidentals necessary to construct soldier pile walls. The contract unit price for *Soldier Pile Retaining Walls* will also be full compensation for coping, pile coatings, backer rod and silicone sealant, No. 78M stone and brick veneers, if required. No additional payment will be made and no extension of completion date or time will be allowed for repairing overexcavations or unstable excavations or thicker concrete facing.

No separate payment will be made for temporary shoring for wall construction. Temporary shoring for wall construction will be incidental to the contract unit price for Soldier Pile Retaining Walls.

The contract unit price for *Soldier Pile Retaining Walls* does not include the cost for ditches, fences, handrails, barrier or guardrail associated with soldier pile walls as these items will be paid for elsewhere in the contract.

Where it is necessary to provide backfill material behind soldier pile walls from sources other than excavated areas or borrow sources used in connection with other work in the contract, payment for furnishing and hauling such backfill material will be paid as extra work in accordance with Article 104-7 of the *Standard Specifications*. Placing and compacting such backfill material is not considered extra work but is incidental to the work being performed.

Payment will be made under:

Pay Item
Soldier Pile Retaining Walls

Pay Unit
Square Foot



DocuSigned by:
Jinyoung Park
A713DB5C81BA498...
11/6/2017

PROJECT SPECIAL PROVISIONS**TRAFFIC CONTROL****PAYMENT FOR TRAFFIC CONTROL:**

(02/06/2013)

LS-TC

The Contractor shall maintain traffic on the northbound lanes during construction and shall provide, install and maintain all northbound traffic control devices as shown in the *Roadway Standard Drawings* or as directed by the Engineer.

Both southbound lanes on Ramsey Street will be closed by NCDOT forces throughout construction. The southbound traffic will be detoured offsite via NCDOT signed route US 401 (Martin Luther King Jr. Fwy) to NC 24 (Bragg Blvd) to Rowan Street. Both NB lanes will remain open to traffic. The Contractor shall provide stationary Work Zone Advance Warning Signs per STD 1101.01 of the January 2018 NCDOT Roadway Standard Drawings.

Payment will be made under:

Pay Item

Stationary Work Zone Advance Warning Sign 48"x48"
Stationary Work Zone Advance Warning Sign 48"x24"

Pay Unit

SF
SF

PROJECT SPECIAL PROVISIONS**UTILITY CONSTRUCTION****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.

Utility relocation may not be complete prior to the start of construction; therefore, the contractor will have to coordinate with the utility companies during the relocation.

UTILITIES BY OTHERS:

The following utility companies have facilities that may be in conflict with the construction of this project.

CUMBERLAND COUNTY

- A) Time Warner – Jack Crabb (jack.crabb@twcable.com) (910)401-5034
- B) PWC Water – John Allen (john.allen@faypwc.com) (910) 223-4734
- C) PWC Power – Rick Anderson (rick.anderson@faypwc.com) (910) 223-4517
Keith Reid (keith.reid@faypwc.com) (910) 223-4517
- D) PWC Fiber - Darlene Goodheart (darlene.goodheart@faypwc.com)
- E) Piedmont Natural Gas – Chad Clark (jonathanclark@piedmontng.com) (910) 419-7206

The conflicting facilities of the Utility Companies may be adjusted after the date of availability, and are listed therefore in these special provisions for the benefit of the Contractor. All utility work listed herein will be done by the utility owner. All existing utilities are shown on the plans as provided by the Utility Owners.

PROJECT SPECIAL PROVISIONS**EROSION CONTROL****EROSION AND STORMWATER CONTROL FOR SHOULDER CONSTRUCTION AND RECONSTRUCTION:**

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

105-16, 225-2, Division 16

SP16 R03R

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

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

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

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

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

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

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

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

RESPONSE FOR EROSION CONTROL:**Description**

Furnish the labor, materials, tools and equipment necessary to move personnel, equipment, and supplies to the project necessary for the pursuit of any or all of the following work as shown herein, by an approved subcontractor.

Section	Erosion Control Item	Unit
1605	Temporary Silt Fence	LF
SP	Safety/Highly Visible Fencing	LF
SP	Response for Erosion Control	EA

Construction Methods

Provide an approved subcontractor who performs an erosion control action as described in the NPDES Inspection Form SPPP30. Each erosion control action may include one or more of the above work items.

Measurement and Payment

Response for Erosion Control will be measured and paid for by counting the actual number of times the subcontractor moves onto the project, including borrow and waste sites, and satisfactorily completes an erosion control action described in Form 1675. The provisions of Article 104-5 of the *Standard Specifications* will not apply to this item of work.

Payment will be made under:

Pay Item	Pay Unit
Response for Erosion Control	Each

MINIMIZE REMOVAL OF VEGETATION:

The Contractor shall minimize removal of vegetation within project limits to the maximum extent practicable. Vegetation along stream banks and adjacent to other jurisdictional resources outside the construction limits shall only be removed upon approval of Engineer. No additional payment will be made for this minimization work.

STOCKPILE AREAS:

The Contractor shall install and maintain erosion control devices sufficient to contain sediment around any erodible material stockpile areas as directed.

ACCESS AND HAUL ROADS:

At the end of each working day, the Contractor shall install or re-establish temporary diversions or earth berms across access/haul roads to direct runoff into sediment devices. Silt fence sections that are temporarily removed shall be reinstalled across access/haul roads at the end of each working day.

WASTE AND BORROW SOURCES:

Payment for temporary erosion control measures, except those made necessary by the Contractor's own negligence or for his own convenience, will be paid for at the appropriate contract unit price for the devices or measures utilized in borrow sources and waste areas.

No additional payment will be made for erosion control devices or permanent seeding and mulching in any commercial borrow or waste pit. All erosion and sediment control practices that may be required on a commercial borrow or waste site will be done at the Contractor's expense.

All offsite Staging Areas, Borrow and Waste sites shall be in accordance with "Borrow and Waste Site Reclamation Procedures for Contracted Projects" located at:

http://www.ncdot.gov/doh/operations/dp_chief_eng/roadside/fieldops/downloads/Files/ContractedReclamationProcedures.pdf

All forms and documents referenced in the "Borrow and Waste Site Reclamation Procedures for Contracted Projects" shall be included with the reclamation plans for offsite staging areas, and borrow and waste sites.

CONCRETE WASHOUT STRUCTURE:

(12-01-15)

Description

Concrete washout structures are enclosures above or below grade to contain concrete waste water and associated concrete mix from washing out ready-mix trucks, drums, pumps, or other equipment. Concrete washouts must collect and retain all the concrete washout water and solids, so that this material does not migrate to surface waters or into the ground water. These enclosures are not intended for concrete waste not associated with wash out operations.

The concrete washout structure may include constructed devices above or below ground and or commercially available devices designed specifically to capture concrete waste water.

Materials

Item	Section
Temporary Silt Fence	1605

Safety Fence shall meet the specifications as provided elsewhere in this contract.

Geomembrane basin liner shall meet the following minimum physical properties for low permeability; it shall consist of a polypropylene or polyethylene 10 mil thick geomembrane. If the minimum setback dimensions can be achieved the liner is not required. (5 feet above groundwater, 50 feet from top of bank of perennial stream, other surface water body, or wetland.)

Construction Methods

Build an enclosed earthen berm or excavate to form an enclosure in accordance with the details and as directed.

Install temporary silt fence around the perimeter of the enclosure in accordance with the details and as directed if structure is not located in an area where existing erosion and sedimentation control devices are capable to containing any loss of sediment.

Post a sign with the words "Concrete Washout" in close proximity of the concrete washout area, so it is clearly visible to site personnel.

The construction details for the above grade and below grade concrete washout structures can be found on the following web page link:

http://www.ncdot.gov/doh/operations/dp_chief_eng/roadside/soil_water/details/

Alternate details for accommodating concrete washout may be submitted for review and approval.

The alternate details shall include the method used to retain and dispose of the concrete waste water within the project limits and in accordance with the minimum setback requirements. (5 feet above groundwater, 50 feet from top of bank of perennial stream, other surface water body, or wetland.)

Maintenance and Removal

Maintain the concrete washout structure(s) to provide adequate holding capacity plus a minimum freeboard of 12 inches. Remove and dispose of hardened concrete and return the structure to a functional condition after reaching 75% capacity.

Inspect concrete washout structures for damage and maintain for effectiveness.

Remove the concrete washout structures and sign upon project completion. Grade the earth material to match the existing contours and permanently seed and mulch area.

Measurement and Payment

Concrete Washout Structure will be paid for per each enclosure installed in accordance with the details. If alternate details are approved then those details will also be paid for per each approved and installed device.

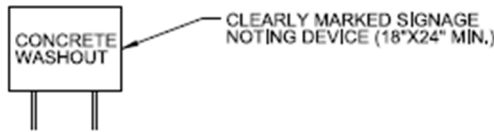
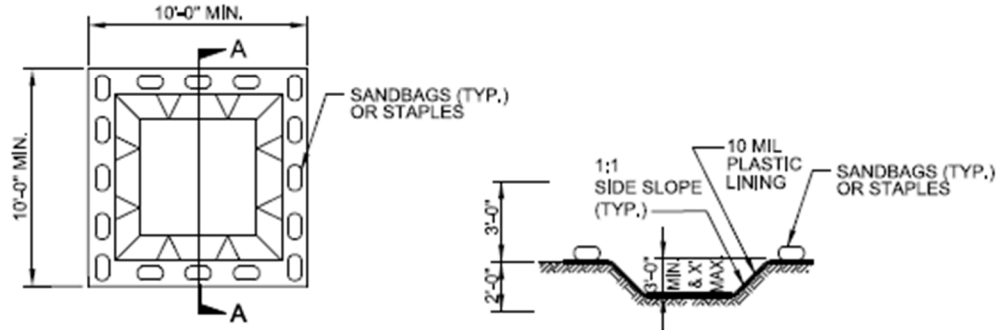
Temporary Silt Fence will be measured and paid for in accordance with Article 1605-5 of the *Standard Specifications*.

No measurement will be made for other items or for over excavation or stockpiling. Payment will be made under:

Pay Item	Pay Unit
Concrete Washout Structure	Each

WITH LINER, NO GRAVEL APPROACH

ONSITE CONCRETE WASHOUT STRUCTURE WITH LINER



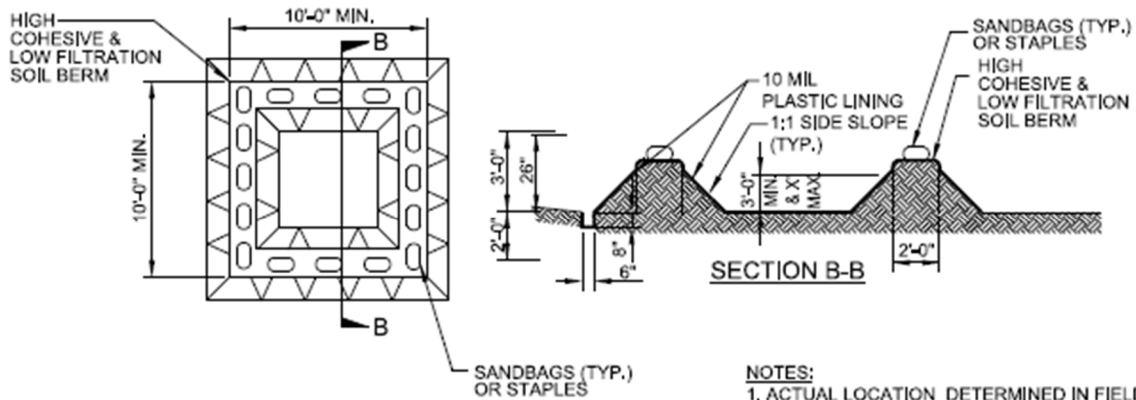
PLAN

SECTION A-A

- NOTES:**
1. ACTUAL LOCATION DETERMINED IN FIELD
 2. THE CONCRETE WASHOUT STRUCTURES SHALL BE MAINTAINED WHEN THE LIQUID AND/OR SOLID REACHES 75% OF THE STRUCTURES CAPACITY.
 3. CONCRETE WASHOUT STRUCTURE NEEDS TO BE CLEARLY MARKED WITH SIGNAGE NOTING DEVICE.

BELOW GRADE WASHOUT STRUCTURE

NOT TO SCALE



PLAN

SECTION B-B

- NOTES:**
1. ACTUAL LOCATION DETERMINED IN FIELD
 2. THE CONCRETE WASHOUT STRUCTURES SHALL BE MAINTAINED WHEN THE LIQUID AND/OR SOLID REACHES 75% OF THE STRUCTURES CAPACITY TO PROVIDE ADEQUATE HOLDING CAPACITY WITH A MINIMUM 12 INCHES OF FREEBOARD.
 3. CONCRETE WASHOUT STRUCTURE NEEDS TO BE CLEARLY MARKED WITH SIGNAGE NOTING DEVICE.

ABOVE GRADE WASHOUT STRUCTURE

NOT TO SCALE

PRELIMINARY DESIGN
NOT FOR CONSTRUCTION

Contract No: DF00214

County: Cumberland

ACCEPTED BY THE DEPARTMENT OF TRANSPORTATION

Division Proposals Engineer

Date

**EXECUTION OF CONTRACT AND BONDS
APPROVED AS TO FORM:**

Division Proposals Engineer

Date

County : Cumberland

Line #	Item Number	Sec #	Description	Quantity	Unit Cost	Amount
ROADWAY ITEMS						
0001	0000100000-N	800	MOBILIZATION	Lump Sum	L.S.	
0002	0000400000-N	801	CONSTRUCTION SURVEYING	Lump Sum	L.S.	
0003	0063000000-N	SP	GRADING	Lump Sum	L.S.	
0004	2549000000-E	846	2'-6" CONCRETE CURB & GUTTER	100 LF		
0005	2591000000-E	848	4" CONCRETE SIDEWALK	320 SY		
0006	4366000000-E	SP	GENERIC SIGNING ITEM WORK ZONE SIGN (STATIONARY) 48" x 24" (NB LANES ONLY)	8 SF		
0007	4366000000-E	SP	GENERIC SIGNING ITEM WORK ZONE SIGN (STATIONARY) 48" x 48" (NB LANES ONLY)	16 SF		
0008	6000000000-E	1605	TEMPORARY SILT FENCE	500 LF		
0009	6029000000-E	SP	SAFETY FENCE	500 LF		
0010	6117000000-N	SP	RESPONSE FOR EROSION CONTROL	2 EA		
0011	6117500000-N	SP	CONCRETE WASHOUT STRUCTURE	2 EA		
0012	8802014000-E	SP	SOLDIER PILE RETAINING WALLS (WALL NOS. A, B & B-2)	4,660 SF		
0013	8847000000-E	SP	GENERIC RETAINING WALL ITEM CANTILEVER RETAINING WALL (WALL NO. B-1)	10 SF		

1439/Apr11/Q6121.0/D55848014000/E13

Total Amount Of Bid For Entire Project :