

STATE OF NORTH CAROLINA
DEPARTMENT OF TRANSPORTATION
HIGHWAY DIVISION 8 – DISTRICT 1

**CONTRACT PROPOSAL
SMALL BUSINESS ENTERPRISE**

DATE AND TIME OF BID OPENING: JUNE 23, 2015 AT 2:00 P.M.

CONTRACT ID: 11505340

WBS ELEMENT NO.: TBD (TO BE DETERMINED)

COUNTY: RANDOLPH AND CHATHAM

ROUTE NO.: VARIOUS

**TYPE OF WORK: 15" DIAMETER TO 48" DIAMETER PIPE
REPLACEMENT AND INSTALLATION AS NEEDED**

NAME OF BIDDER

ADDRESS OF BIDDER

NO BID BOND REQUIRED

INSTRUCTIONS TO BIDDERS

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

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

1. The bid sheet furnished by NCDOT with the proposal shall be used and shall not be altered in any manner. **DO NOT SEPARATE THE BID SHEET FROM THE PROPOSAL!**
2. All entries on the bid sheet, including signatures, shall be written in ink.
3. The Bidder shall submit a unit price for every item on the bid form. The unit prices for the various contract items shall be written in figures.
4. An amount bid shall be entered on the bid sheet for every item. The amount bid for each item shall be determined by multiplying each unit bid by the quantity for that item, and shall be written in figures in the "Amount Bid" column of the sheet.
5. The total amount bid shall be written in figures in the proper place on the bid sheet. The total amount shall be determined by adding the amounts bid for each item.
6. Changes in any entry shall be made by marking through the entry in ink and making the correct entry adjacent thereto in ink. A representative of the Bidder shall initial the change in ink.
7. The bid shall be submitted with the entire proposal and shall be properly executed. All bids shall show the following information:
 - a. Name of individual, firm, corporation, partnership, or joint venture submitting bid.
 - b. Name and signature of individual or representative submitting bid and position or title.
 - c. Name, signature, and position or title of witness.
 - d. Federal Identification Number (or Social Security Number of Individual)
 - e. Contractor's License Number (if Applicable)
8. Bids submitted by corporations shall bear the seal of the corporation.
9. The bid shall not contain any unauthorized additions, deletions, or conditional bids.
10. The bidder shall not add any provision reserving the right to accept or reject an award, or to enter into a contract pursuant to an award.
11. **THE PROPOSAL WITH THE BID SHEET STILL ATTACHED SHALL BE PLACED IN A SEALED ENVELOPE AND SHALL HAVE BEEN DELIVERED TO AND RECEIVED IN THE DIVISION 8 ENGINEER'S OFFICE AT 902 N. SANDHILLS BLVD., ABERDEEN, NC 28315 BY 2:00 P.M. ON TUESDAY, JUNE 23, 2015.**
12. The sealed bid must display the following statement on the front of the sealed envelope:

QUOTATION FOR CONTRACT 11505340, WBS ELEMENT "TO BE DETERMINED" – REPLACE AND INSTALL 15" TO 48" DIAMETER PIPE AS NEEDED IN RANDOLPH AND CHATHAM COUNTIES TO BE OPENED AT 2:00 P.M. ON TUESDAY, JUNE 23, 2015.

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

**N. C. DEPARTMENT OF TRANSPORTATION
DIVISION OF HIGHWAYS, DIVISION 8
ATTN: ALISON W. KLUTTZ, PE
902 N. SANDHILLS BLVD.
ABERDEEN, NC 28315**

AWARD OF CONTRACT

The award of the contract, if it be awarded, will be made to the lowest responsible Bidder in accordance with Section 102 (excluding 102-10) of the current edition of the *Standard Specifications for Roads and Structures*. The lowest responsible bidder will be notified that his bid has been accepted and that he has been awarded the contract. NCDOT reserves the right to reject any or all bids.

PROJECT SPECIAL PROVISIONS**GENERAL**

This contract is for the replacement and installation of 15” to 48” diameter pipe in Randolph and Chatham Counties.

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

Wherever reference is given to codes, or standard specifications, or other data published by regulating agencies or accepted organizations, including but not limited to N.C. State Building Codes, Federal Specifications, ASTM Specifications, N.C. Department of Transportation ‘Standard Specifications for Roads and Structures’, and the like, it shall be understood that such reference is to the latest edition including addenda published prior to the date of the contract documents.

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

SMALL BUSINESS ENTERPRISE PROGRAM:

This is a **Small Business Enterprise Program** project, and as such, will be restricted to businesses with a gross income of not more than \$1.5 million, excluding materials during the previous calendar year. **Only contractors currently certified as a SBE contractor by the Contractual Services Unit of NCDOT and listed in the Directory of Transportation Firms at bid opening will be eligible to bid on this project.**

Per G.S. 136-28.10, a North Carolina General Contractor’s license may be waived for SBE contracts. For this project, the North Carolina General Contractor’s license will be waived.

Per G.S. 136-28.10, contract payment and performance bonds may be waived. For this project, the contractor payment and performance bond will be waived.

Since general liability insurance is required, a copy of a certificate of insurance must also be submitted. Proof of small business status will be the previous year's income tax return. A copy of this return does not have to be submitted with this bid proposal, but may be requested at a later date.

Prospective bidders who qualify for the SBE program and are not currently certified should submit a completed application packet prior to bid submittal to allow time for

review. The application packet and additional information on the program may be obtained online at:

<https://connect.ncdot.gov/business/SmallBusiness/Pages/SBE%20Certification%20Process.aspx>.

CONTRACT LIMITATIONS:

In accordance with GS 136-28.10 the total amount paid for work on this project shall not exceed five hundred thousand dollars (\$500,000.00) per year. If the cost of the amount of work successfully accomplished reaches \$500,000.00 within a one calendar year timeframe, the contract will be terminated and no additional work may be performed under the terms of this contract.

CONTRACT TIME AND LIQUIDATED DAMAGES:

The date of availability for this project is August 1, 2015. The Contractor will be notified in writing by the Engineer of job location and scope and shall begin work on the project within 14 days after this written notification or as determined by the Engineer. Failure to begin work within 14 calendar days will result in the assessment of liquidated damages. No work will be permitted and no purchase order will be issued until all prerequisite conditions and certifications have been satisfied.

The completion date for this project is July 31, 2016. No extensions to the completion date will be authorized except as allowed by Article 108-10 of the current edition of the *Standard Specifications*.

Term of the Contract – The Contractor shall submit his bid for one year. At the option of the Department, this contract may be extended for two (2) additional periods of one (1) year each (maximum three (3) years total). No changes in the terms, conditions, etc. of this contract will be made when an extension to the contract is implemented, except that there will be a clause to allow up to a maximum 3% increase in the existing contract unit prices. The Engineer will notify the Contractor in writing by **May 1st** if the contract may be extended. The Contractor must notify the Engineer in writing by **June 1st** of his/her acceptance or rejection of this offer. Failure on the part of the Contractor to reply will be received as a rejection of contract extension.

The liquidated damages of One Hundred Dollars (\$100.00) per calendar day for each calendar day when the Contractor fails to report to the project or does not complete the project deadlines as required by the Engineer. Once notified to perform a pipe replacement, the Contractor will have 14 calendar days to begin work. Failure to begin work within 14 calendar days will result in the assessment of liquidated damages.

BASIS OF AWARD:

The Contractor is advised that this is an annual needs contract and that the quantities as shown on the bid form are estimates only. Actual quantities will be determined on an as needed basis. The quantities shown on the bid form will be used to establish unit prices for each line item and determination of low bid only. The Contractor shall submit a unit price for every item on the bid form. The Department reserves the right to increase or reduce quantities with no adjustment in unit prices.

Unit prices should reflect actual costs; in accordance with Article 102-14, unbalanced bids may be rejected.

Quotations will be evaluated based on the total bid of all items. There are no guarantees either stated or implied for the quantities as shown on the bid form. *Payment to the successful low bidder will be based on actual quantities of work performed and accepted at the PER UNIT PRICE for each item as quoted.*

The Department reserves the right to reject any or all bids.

PROSECUTION OF WORK:

The Contractor shall pursue the work diligently with workmen in sufficient numbers, abilities, and supervision, and with equipment, materials, and methods of construction as may be required to complete the work described in the contract by the completion date and in accordance with Section 108 of the *Standard Specifications*.

Upon notification by the Engineer, the Contractor shall begin work within fourteen (14) calendar days. Notification shall be by phone call, email, or letter and any of these methods shall be considered sufficient.

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

NOTIFICATION OF OPERATIONS:

The contact person for work site coordination in Chatham County will be Mr. Justin Bullock, P.E., County Maintenance Engineer, (919) 742-3431. Work site coordination for Randolph County will be Mr. Reid Rich, County Maintenance Engineer (336) 625-2078. The office hours for the County Maintenance offices are 7:00 AM to 3:30 PM Monday through Friday. The contact person, or his authorized representative will contact the contractor with the type work and details.

SITE INVESTIGATION AND REPRESENTATION:

(3-3-2014)

102-6

SPD 01-280

By signing the proposal documents, the Contractor acknowledges that:

- (A) He understands the nature of the work and general and local conditions, particularly those bearing on transportation;
- (B) He is familiar with the availability and cost of labor and materials;
- (C) He will to adhere to State regulations for safety and security of property, roads, and facilities;
- (D) He is able to prosecute the work in accordance with all applicable local, state and federal rules and regulations, and;
- (E) He has thoroughly investigated the project site(s).

Any failure on the part of the Contractor to acquaint himself with all available information shall not relieve him from the responsibility any aspect of the contracting process. No adjustment in contract time or contract prices will be made due to the Contractor's negligence in familiarizing himself with the contract or project site(s).

LOCATING EXISTING UNDERGROUND UTILITIES:

(3-20-12)

105

SPI G115

Revise the *2012 Standard Specifications* as follows:

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

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

RESOURCE CONSERVATION:

(5-21-13)

104-13

SPI G118

In accordance with North Carolina Executive Order 156, NCGS 130A-309.14(2), and NCGS 136-28.8, it is the policy of the Department to aid in the reduction of materials that become a part of our solid waste stream, to divert materials from landfills, and to find ways to recycle and reuse materials for the benefit of the Citizens of North Carolina.

Initiate, develop and use products and construction methods that incorporate the use of recycled or solid waste products in accordance with Article 104-13 of the *2012 Standard Specifications*. Report the quantities of reused or recycled materials either incorporated in the project or diverted from landfills on the Project Construction Reuse and Recycling Reporting Form.

A location-based tool for finding local recycling facilities and the Project Construction Reuse and Recycling Reporting Form are available at:

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

DOMESTIC STEEL:

(4-16-13)

106

SP1 G120

Revise the *2012 Standard Specifications* as follows:

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

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

MAINTENANCE OF PROJECT:

The Contractor shall maintain the project from the date construction begins until project is finally accepted in accordance with Section 104-10, Maintenance of Project, Section 104-11, Final Clean Up, and Section 105-16, Failure to Maintain the Project or Perform Erosion Control Work.

OUTSOURCING OUTSIDE THE USA:

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

SP1 G150

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

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

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

GIFTS FROM VENDORS AND CONTRACTORS:

(12-15-09)

107-1

SP1 G152

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

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

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

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

LIABILITY INSURANCE:

(5-20-14)

SP1 G160

Revise the *2012 Standard Specifications* as follows:

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

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

EMPLOYMENT:

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

108, 102

SP1 G184

Revise the *2012 Standard Specifications* as follows:

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

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

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

STATE HIGHWAY ADMINISTRATOR TITLE CHANGE:

(9-18-12)

SP1 G185

Revise the *2012 Standard Specifications* as follows:

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

SUBLETTING OF CONTRACT:

(11-18-2014)

108-6

SP1 G186

Revise the *2012 Standard Specifications* as follows:

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

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

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

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

CONTRACTOR CLAIM SUBMITTAL FORM:

(2-12-14)

104-3

SPD 01-440

If the Contractor elects to file a written claim or requests an extension of contract time, it shall be submitted on the *Contractor Claim Submittal Form (CCSF)* available through the Construction Unit or at <https://connect.ncdot.gov/projects/construction/Pages/Construction-Resources.aspx> as Form CCSF under Construction Forms.

Any claims for additional compensation and/or extensions of the completion date shall be submitted to the Division Engineer in writing, with detailed justification, prior to submitting the final invoice payment. Once an invoice is received and accepted that is marked as "Final", the Contractor shall be barred from recovery.

PAYMENT AND RETAINAGE:

Payment will be made at the contract unit price. Prices and payment will be full compensation for all work covered. All work items necessary to complete the work other than listed on the "Bid Form" will be considered incidental in nature and no further compensation will be made. Any work performed in an unsatisfactory manner could be a basis for cancellation of the contract.

The Contractor may submit a request for partial payment on a monthly basis, or other interval as approved by the Engineer. Compensation for all pay items shall be in accordance with the Standard Specifications. The amount of partial payments will be based on the work accomplished and accepted as the last day of the approved pay period. **There will be no retainage held on this contract.** One hundred percent (100%) payment shall be made after successful completion of the work and all quantities have been verified. The invoices will show the requisition number and purchase order number and should state "Terms Net Ten (10) Days."

AUTHORITY OF THE ENGINEER:

The Engineer for this project shall be the Division Engineer, Division 08, Division of Highways, North Carolina Department of Transportation, acting directly or through his duly authorized representatives.

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

EXTENSION OF CONTRACT TIME

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

SUPERVISION BY CONTRACTOR:

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

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

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

SAFETY AND ACCIDENT PROTECTION:

In accordance with Article 107-21 of the Standard Specifications, the Contractor shall comply with all applicable Federal, State, and local laws, ordinances, and regulations governing safety,

health, and sanitation, and shall provide all safeguards, safety devices, and protective equipment, and shall take any other needed actions, on his own responsibility that are reasonably necessary to protect the life and health of employees on the job and the safety of the public, and to protect property in connection with the performance of the work covered by the contract.

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.

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.

SMALL BUSINESS ENTERPRISE CONTRACT
PROJECT SPECIAL PROVISIONS

General Notes

NOTIFICATION OF OPERATIONS:

The Department of Transportation shall notify the Contractor of the requested work in writing, by phone, or by email.

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

RESPONSE FOR PIPE INSTALLATION:

This work consists of preparatory work and operations to mobilize personnel, materials, supplies, equipment and incidentals into the District. The item *Response for Pipe Installation* will cover the Contractor mobilizing into the District with the possibility of multiple project locations under one *Response*. The Contractor shall complete all work available in the District before demobilizing which could include work they are notified of while working in the District. The Contractor will be given notification of the projects within the District and will be required to complete all of the work outlined in the notification before another *Response for Pipe Installation* will be paid.

For Example: Notification states that there is 60 feet of 18 inch pipe in Chatham County, 100 feet of 24 inch in Randolph County.

EXAMPLE PAYMENT:

Response for Pipe Installation-----	1 @ \$500.00 = \$500.00
60' of 18"-----	60' @ \$25 = \$1500.00
100' of 24"-----	100' @ \$30 = \$3000.00

The item of Response for Pipe Installation shall be paid once per notification to mobilize into District and not per project site.

Pay Item

Response for Pipe Installation

Pay Unit

Each

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.

PIPE CULVERTS:

All pipe culverts shall be furnished by NCDOT and shall be delivered to the job site. This may include flared end sections. The Contractor shall install these pipe culverts in accordance with the requirements of Division 3 of the NCDOT current *Standard Specifications for Roads and Structures*, the *Roadway Standard Drawings*, and as directed by the Engineer.

Excavate, undercut, provide material, condition foundation, lay pipe, joint and couple pipe sections, and furnish and place all backfill material as necessary to install the various types of pipe culverts and fittings required to complete the project.

Where traffic is to be maintained, install pipe in sections so that half the width of the roadway is available to traffic.

Lay pipe on prepared foundation, bell or groove end upgrade with the spigot or tongue fully inserted to make a watertight joint. Check each joint for alignment and grade as the work proceeds.

Use flexible plastic joint material except when material of another type is specified in the contract documents. Joint material of another type may be used when permitted. Approved joint material will be provided by the NCDOT.

Repair lift holes in concrete pipe, if present. Thoroughly clean and soak the lift hole and completely fill the void with an approved non-shrink grout. Submit alternate details for repairing lift holes to the Engineer for review and approval.

For all pipes 42 inches in diameter and larger, wrap filter fabric around all pipe joints. Extend fabric at least 12 inches beyond each side of the joint. Secure fabric against the outside of the pipe by methods approved by the Engineer.

The Contractor shall thoroughly and carefully backfill the pipe trench in layers not exceeding **6 inches loose** with material approved by the Engineer. Care shall be exercised during the backfill and compaction operations so as to maintain alignment of and prevent damage to the pipe joints. Borrow material may be required if the existing material is deemed unsuitable. NCDOT reserves the right to perform density tests on the pipe backfill. Pipe and backfilled areas shall be graded and maintained in such a condition that erosion or saturation will not erode or damage the pipe or backfill. Heavy equipment shall not be operated over the pipe until it has been properly backfilled and minimum cover has been placed over the pipe or as approved by the Engineer.

All pipe materials furnished by the contractor shall be inspected and approved by the Engineer after delivery to the project and prior to installation. Pipe culverts shall not be backfilled until approved by the Engineer or his representative.

18" TO 48" RCP CROSSLINE PIPE REPLACEMENT OR INSTALLATION AT VARIOUS DEPTHS:

The contractor shall install on a per linear foot basis **NCDOT provided pipe and or flared end sections** at locations and depths designated by the Engineer. This work may include, but not be limited to, cutting and removal of asphalt, removal and disposal of existing pipe, shoring as necessary, installation of new pipe to include the installation of pipe joint material and backfilling with existing material where possible (see borrow material statement). No additional payment will be made for asphalt cutting and removal, removal and disposal of existing pipe and unsuitable material, grading to re-establish typical section, shoring, seeding and mulching and traffic control, as this work is considered incidental to the installation of the pipe being replaced. Each pipe size and depth of installation will have a separate unit bid price. The depth of installation shall be determined by taking the difference in the roadway elevation and the bottom of pipe elevation at three locations (centerline and each edge of pavement). These elevations (depths) shall be averaged together to determine the depth of installation for the site. Elevations shall be taken in the presence of the Engineer or his duly authorized representative.

Pay Item

Pay Unit

18"-24" RCP Culvert Class III---0' to 5'	Linear Foot
18"-24" RCP Culvert Class III---5.1' to 10.0'	Linear Foot
18"-24" RCP Culvert Class III---10.1' to 15.0'	Linear Foot
30"-36" RCP Culvert Class III---0' to 5'	Linear Foot
30"-36" RCP Culvert Class III---5.1' to 10.0'	Linear Foot
30"-36" RCP Culvert Class III---10.1' to 15.0'	Linear Foot
42"-48" RCP Culvert Class III---0' to 5'	Linear Foot
42"-48" RCP Culvert Class III---5.1' to 10.0'	Linear Foot
42"-48" RCP Culvert Class III---10.1' to 15.0'	Linear Foot
30"-36" CMP Culvert ---0' to 5'	Linear Foot
42"-48" CMP Culvert ---0' to 5'	Linear Foot

15" SIDE DRAIN PIPE INSTALLATION (NEW LOCATIONS):

The contractor shall install on a linear foot basis **NCDOT provided pipe and/or flared end sections** at new driveway locations as directed by the Engineer. This work may include, but not be limited to, installation of new driveway pipe to include the installation of pipe joint material, grading of the existing ditch as needed to provide positive drainage and backfilling pipe with existing material where possible. Grading of the existing ditch to ensure positive drainage shall be limited to ten feet (10) from the inlet and outlet end of the pipe. Grading that is needed outside of the ten feet limit shall be done by the NCDOT. No additional payment will be made for grading the existing ditch to provide positive drainage or re-establishing the typical section,

seeding and mulching and traffic control as this work is considered incidental to the installation of the pipe being installed.

Pay Item**Pay Unit**

15" Side Drain Pipe

Linear Foot

MASONRY DRAINAGE STRUCTURES:

All work shall be in accordance with Section 840 (Minor Drainage Structures) of the current *Standard Specifications*. Basis of payment will be the unit price bid for "Masonry Drainage Structures" each as described in Section 840-4 of the current *Standard Specifications*.

CONTRACTOR SHALL SUPPLY ALL MATERIALS INCLUDING FRAME AND GRATE**Pay Item****Pay Unit**

Masonry Drainage Structures 0' to 5' Height

Each

Masonry Drainage Structures 5' to 10' Height

Linear Foot

PRECAST DRAINAGE STRUCTURES:

All work shall be in accordance with Section 840 (Minor Drainage Structures) of the current *Standard Specifications*. Basis of payment will be the unit price bid for "Precast Drainage Structures w/ Grate & Frame" each.

CONTRACTOR SHALL SUPPLY ALL MATERIALS INCLUDING FRAME AND GRATE**Pay Item****Pay Unit**

Precast Drainage Structure W/ Grate & Frame

Each

ADJUSTMENT OF CATCH BASINS, MANHOLES, DROP INLETS, METER BOXES AND VALVE BOXES:

Raise and lower existing catch basins, manholes, drop inlets, meter boxes and valve boxes encountered within the limits of the project to match the adjacent finished work. All work shall be in accordance with Section 858 of the current *Standard Specifications*.

No separate payment shall be made for temporary ramp of asphalt around the adjusted structures.

Pay Item**Pay Unit**

Adjust Catch Basins

Each

Adjust Manholes	Each
Adjust Drop Inlets	Each
Adjust Meter Boxes or Valve Boxes	Each

PIPE BEDDING MATERIAL

A sufficient amount (as determined by the Engineer) of Foundation Conditioning Material shall be used as pipe bedding material and shall be paid for at the unit price bid per ton based on the tonnage on the tickets as supplied by the quarry. All the tickets shall be turned in to the Engineer on a daily basis. There shall be no payment for stone without ticket verification. This material shall conform to Section 300 of the current *Standard Specifications*.

Where material is found to be of poor supporting value or of rock and when the Engineer cannot make adjustment in the location of the pipe, undercut existing foundation material within the limits established. Backfill the undercut with foundation conditioning material, Class V or VI select material. Undercut area shall be backfilled with foundation conditioning material as directed. Encapsulate the foundation conditioning material with foundation conditioning geotextile prior to placing bedding material. Overlap all transverse and longitudinal joints in the fabric at least 18 inches.

Maintain the pipe foundation in a dry condition.

There will be no direct payment for undercut excavation and removal of unsuitable material from beneath the existing pipe as this work will be considered incidental to the pipe installation.

<u>Pay Item</u>	<u>Pay Unit</u>
Foundation Conditioning Material, Minor Structures	Ton

FOUNDATION CONDITIONING GEOTEXTILE:

Foundation Conditioning Geotextile will be measured and paid for in square yards. The measurement will be based on the theoretical calculation using length of pipe installed and two times the standard trench width. No separate measurement will be made for overlapping geotextile or the vertical fabric dimensions required to encapsulate the foundation conditioning geotextile.

<u>Pay Item</u>	<u>Pay Unit</u>
Foundation Conditioning Geotextile	Square Yard

BORROW MATERIAL:

There will be a separate item in this contract for borrow material, if the existing backfill material is deemed unsuitable. The Contractor shall in all cases be responsible for furnishing, placing, compacting the backfill, and any other related additional items. All work for this item shall conform to Sections 230 and 1018 of the *Standard Specifications*. The Engineer will have final

approval on the source and acceptability of the borrow material. Borrow material shall be paid for on a cubic yard basis and shall be determined by cross sections of the area to be backfilled. The Contractor shall give the Engineer a minimum of 24 hours notice to request cross sections if needed. Pipe area will be deducted mathematically by the Engineer.

Pay Item

Borrow Excavation

Pay Unit

Cubic Yard

AGGREGATE BASE COURSE:

Aggregate base course (10" depth) will be used as a driving surface over all pipes. This material shall conform to Sections 1006 and 1010 of the current *Standard Specifications*. This material will be paid for by the actual number of tons of material satisfactorily placed. At no time will the contractor be permitted to use compacted Aggregate Base Course as backfill material around the pipe. If the contractor elects to backfill with this method, it will be at his/her expense. Tickets from the issuing quarry will be delivered to the inspector onsite and will be used to determine the actual quantity to be paid.

Pay Item

Aggregate Base Course

Pay Unit

Ton

ASPHALT REPLACEMENT:

NCDOT Forces will complete all asphalt replacement after the contractor has completed his/her work. The Contractor will however be responsible for placing a minimum of 10" of compacted aggregate base course (ABC) over the backfill material as a cap for a riding surface to hold until the asphalt replacement can be performed. The depth of the compacted ABC will be stipulated by the Engineer as needed. Payment will be the unit bid price per ton based on the actual tickets supplied by the quarry. Tickets shall be turned in on a daily basis. There shall be no payment for stone without ticket verification.

PUMP AROUND OPERATION:

A pump around system may be required to provide a passageway for the stream to flow around the work site. The work covered by this section consists of furnishing, installing, maintaining and removing any and all pump around systems that may be required for this project. The contractor shall abide by all environmental permits issued by the governmental agencies with jurisdiction over the stream. The contractor shall install a pump around system at pipe locations deemed necessary. The location of the pump system at the pipe location shall be chosen by the Contractor and approved by the Engineer before work begins.

The quantity of pump around systems may be increased, decreased or eliminated entirely as determined by the Engineer. Such variations in quantity will not be considered as alterations in the details of the construction or a change in the character of the work. See attached Detail for a typical pump around operation. Removal of the diversion shall be considered incidental to the installation of the diversion.

CONSTRUCTION METHODS

Install temporary impervious dikes as shown on the detail. Pump water around the work site and dewater the work area. Perform necessary pipe work. Remove the impervious dikes and pump system once the work is complete in an area. Immediately stabilize the area following removal of pump around system.

Pumps used for the pump around shall have sufficient capacity to handle the flow of the pipe system being replaced. A minimum of one 6” pump shall be used for the pump around. If the water is turbid or exposed to bare soil, pump through a special stilling basin.

MEASUREMENT AND PAYMENT

Temporary impervious dikes will be considered incidental to the pump around operation. The pump around operation will be measured and paid for as per each Diversion Pumping. The above prices and payments will be full compensation for all work covered by this section including, but not limited to furnishing all of the necessary tools, materials, and equipment; construction, maintenance and removal of the impervious dikes and pump around system.

<u>Pay Item</u>	<u>Pay Unit</u>
Diversion Pumping	Each

IMPERVIOUS DIKE:

Description

This work consists of furnishing, installing, maintaining and removing an Impervious Dike for the purpose of diverting normal stream flow around the construction site. The Contractor shall construct an impervious dike in such a manner approved by the Engineer. The impervious dike shall be constructed of an acceptable material in the locations as directed.

Materials

Acceptable materials shall include but not be limited to sheet piles, sandbags, and/or the placement of an acceptable size stone lined with polypropylene or impervious fabric.

Earth material shall not be used to construct an impervious dike when it is in direct contact with the stream unless vegetation can be established before contact with the stream takes place.

Measurement and Payment

Impervious Dike will not be measured and paid for under this article. Temporary Impervious Dikes will be considered incidental to the pump around operation. Diversion Pumping will be measured and paid for as provided elsewhere in the contract.

SPECIAL STILLING BASIN:

Description

This work consists of furnishing, placing and removing special stilling basin(s) as directed. The special stilling basin can be used to filter pumped water during construction of drilled piers, footing excavation, and/or culvert construction. The special stilling basin can also be used for sediment storage at the outlet of temporary slope drain pipe(s)

Materials

Refer to Division 10

Item

Filter Fabric for Drainage, Type 2
Sediment Control Stone

The filter fabric and sediment control stone shall be clean and shall not contain debris.

The special stilling basin shall be a water permeable fabric bag that traps sand, silt and fines as sediment-laden water is pumped into it, or as runoff flows into it through the temporary slope drain pipe(s).

The special stilling basin shall be a bag constructed to a minimum size of 10' x15' made from a nonwoven fabric. It shall have a sewn-in 8" (maximum) spout for receiving pump discharge. The bag seams shall be sewn with a double needle machine using a high strength thread. The seam shall have minimum wide width strength as follows:

Test Method	Minimum Specifications
ASTM D-4884	60 lb./in

The fabric used to construct the bag shall be stabilized to provide resistance to ultra-violet degradation and meet the following specifications for flow rates, strength and permeability.

Property	Test Method	Minimum Specifications
Weight	ASTM D-3776	8.0 oz. /yds.
Grab tensile	ASTM D-4632	200.0 lb.
Puncture	ASTM D-4833	130.0 lb.
Flow rate	ASTM D-4491	80.0 gal/min/sf
Permittivity	ASTM D-4491	1.2 1/sec
UV Resistance	ASTM D-4355	70.0%

Construction Methods

The Contractor shall install the special stilling basin(s), filter fabric and stone in accordance with Standard Drawing No. 1630.06 as directed by the Engineer. The special stilling basin(s) shall be placed on level ground.

The special stilling basin(s) shall be constructed such that it is portable and can be used as required by the project. If needed, temporary slope drains pipe or pump discharge hoses will be attached to the special stilling basin to divert runoff or pumped effluent directly into the special stilling basin. The special stilling basin may be cut to allow slope drain pipe to be inserted if needed and tied off tightly. The remaining sleeve or spout of the bag, if present, may be used to connect more than one special stilling basin in series as directed. If not used in this manner, the sleeve shall be tied off tightly to allow the bag to contain the effluent and force it to filter through the sides of the special stilling basin. The special stilling basin(s) shall be placed so the incoming runoff or pumped effluent flows into and through it without causing erosion to adjacent slopes or stream banks. In areas of turbidity and water quality concern, the special stilling basin(s) shall be placed up grade and its runoff directed into a sediment control measure before being allowed to discharge into jurisdictional waters.

The special stilling basin(s) shall be replaced and disposed of when it is $\frac{3}{4}$ full of sediment or when it is impractical for the bag to filter the sediment out at a reasonable flow rate. Prior approval from the Engineer shall be received before removal and replacement.

The Contractor shall be responsible for providing a sufficient quantity of bags to contain silt from pumped effluent during construction. A sufficient quantity of special stilling basin(s) shall be provided to contain sediment from temporary slope drain runoff.

Measurement and Payment

Special Stilling Basin will be measured and paid as the actual number of bags used during construction as specified and accepted.

Filter Fabric for Drainage will be measured and paid for in accordance with Article 876-4 of the Standard Specifications.

Sediment Control Stone will be measured and paid for in accordance with Article 1610-4 of the Standard Specifications.

Such price and payment will be full compensation for all work covered by this section, including but not limited to, furnishing all materials, placing and maintaining the special basin(s) and removal and disposal of silt accumulations and bag.

Payment will be made under:

Pay Item

Special Stilling Basin

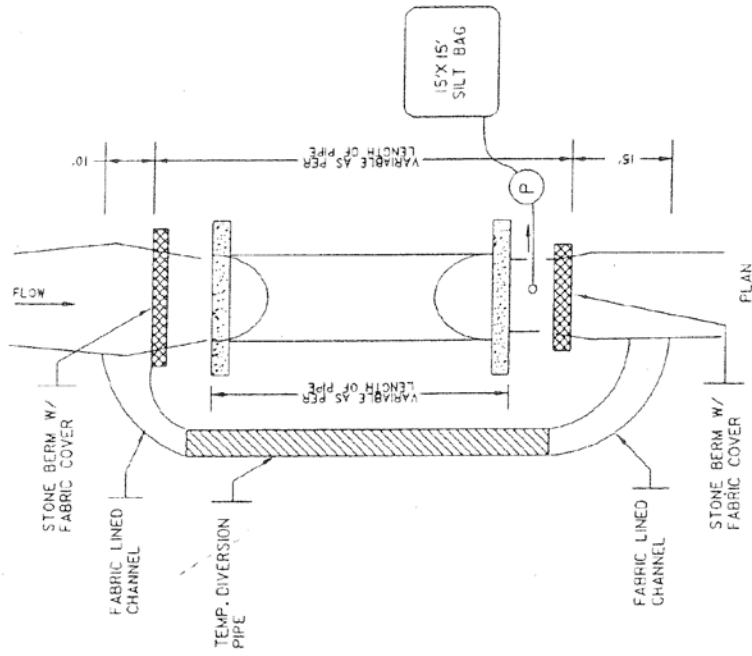
Pay Unit

Each

05/12/2004 02:56:41 PM

PROJECT REFERENCE NO.	SHEET NO.
HW SHEET NO.	SHEET 1 OF 1
ROADWAY DESIGN ENGINEER	HYDRAULICS ENGINEER

SCANNED



- NOTES:
1. INSTALL TEMP. BERMS, DIVERT STREAM FLOW THRU DIVERSION PIPE AND FABRIC LINED CHANNELS.
 2. PUMP CONTAINED AREA TO SILT BAG.
 3. INSTALL PIPE AND BACKFILL.
 4. REMOVE TEMPORARY DIVERSION DEVICES.

"NOT TO SCALE" 05/12/2004

Prepared in the Office of
DIVISION OF HIGHWAYS
 DIVISION 8 - DISTRICT 1
 300 COUNTRY CLUB DR.
 ASHEBORO NC 27203
 PHONE NUMBER (336)657-1423

MATERIALS:

(2-21-12) (Rev. 5-19-15)

1000, 1002, 1005, 1018, 1024, 1050, 1056, 1074, 1078, 1080, 1081, 1086, 1084, 1087, 1092

SP10 R01

Revise the *2012 Standard Specifications* as follows:

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

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

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

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

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

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

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

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

Item	Section
Type IL Blended Cement	1024-1

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

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

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

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

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

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

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

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

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

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

(H) Handling and Storing Test Panels

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

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

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

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

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

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

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

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

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

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

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

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

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

All fencing material and accessories shall meet Section 106.

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

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

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

Page 10-73, Article 1056-4, GEOTEXTILES, line 33, add the following after the first sentence in the second paragraph:

Geotextiles will be identified by the product name printed directly on the geotextile. When geotextiles are not marked with a product name or marked with only a manufacturing plant identification code, geotextiles will be identified by product labels attached to the geotextile wrapping. When identification is based on labels instead of markings, unwrap geotextiles just before use in the presence of the Engineer to confirm that the product labels on both ends of the outside of the geotextile outer wrapping match the labels affixed to both ends of the inside of the geotextile roll core. Partial geotextile roles without the product name printed on the geotextile or product labels affixed to the geotextile roll core may not be used.

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

TABLE 1056-1 GEOTEXTILE REQUIREMENTS						
Property	Requirement					Test Method
	Type 1	Type 2	Type 3 ^A	Type 4	Type 5 ^B	
<i>Typical Application</i>	<i>Shoulder Drains</i>	<i>Under Rip Rap</i>	<i>Temporary Silt Fence</i>	<i>Soil Stabilization</i>	<i>Temporary Walls</i>	
Elongation (MD & CD)	≥ 50%	≥ 50%	≤ 25%	< 50%	< 50%	ASTM D4632
Grab Strength (MD & CD)	Table 1 ^D , Class 3	Table 1 ^D , Class 1	100 lb ^C	Table 1 ^D , Class 3	-	ASTM D4632
Tear Strength (MD & CD)			-			ASTM D4533
Puncture Strength			-			ASTM D6241
Ultimate Tensile Strength (MD & CD)	-	-	-	-	2,400 lb/ft ^C (unless required otherwise in the contract)	ASTM D4595
Permittivity	Table 2 ^D , 15% to 50% <i>in Situ</i> Soil Passing No. 200 ^E		Table 7 ^D	Table 5 ^D	0.20 sec ^{-1,C}	ASTM D4491
Apparent Opening Size					0.60 mm ^F	ASTM D4751
UV Stability (Retained Strength)					70% ^{C, G}	ASTM D4355

- A. Minimum roll width of 36" required.
- B. Minimum roll width of 13 ft required.
- C. MARV per Article 1056-3.
- D. AASHTO M 288.
- E. US Sieve No. per AASHTO M 92.
- F. Maximum average roll value.
- G. After 500 hours of exposure.

Page 10-74, Article 1056-5, GEOCOMPOSITES, lines 7-8, replace the first sentence with the following:

Provide geocomposite drain strips with a width of at least 12" and Type 1 geotextiles attached to drainage cores that meet Table 1056-2.

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

1081-4 EPOXY RESIN ADHESIVE FOR BONDING TRAFFIC MARKINGS

(A) General

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

(B) Classification

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

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

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

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

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

(C) Requirements

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

(D) Prequalification

Refer to Subarticle 1081-1(E).

(E) Acceptance

Refer to Subarticle 1081-1(F).

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

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

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

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

The epoxy shall meet Article 1081-4.

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

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

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

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

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

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

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

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

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

Page 10-204, Table 1092-3 MINIMUM COEFFICIENT OF RETROREFLECTION FOR NC GRADE A, replace with the following:

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

WORK ZONE TRAFFIC CONTROL:

(8-16-11)

R11 R20(Rev.)

In accordance with Page 11-3, Article 1101-13 Traffic Control Supervision of the 2012 specifications, provide the service of at least one qualified Work Zone Supervisor. The Work Zone Supervisor shall have the overall responsibility for the proper implementation of the traffic management plan, as well as ensuring all employees working inside the NCDOT Right of Way have received the proper training appropriate to the job decisions each individual is required to make.

The work zone supervisor is not required to be on site at all times but must be available to address concerns of the Engineer. The name and contact information of the work zone supervisor shall be provided to the Engineer prior to or at the preconstruction conference.

Qualification of Work Zone Supervisors shall be done by an NCDOT approved training agency or other approved training provider. For a complete listing of these, see the Work Zone Traffic Control’s webpage, <http://www.ncdot.gov/doh/preconstruct/wztc/>.

In accordance with, Page 11-12, Article 1150-3 Construction Methods, provide the service of properly equipped and qualified flaggers (see Roadway Standard Drawings No. 1150.01) at locations and times for such period as necessary for the control and protection of vehicular and pedestrian traffic. Anyone who controls traffic is required to be qualified. Qualification consists of each flagger receiving proper training in the set-up and techniques of safely and competently performing a flagging operation. Qualification of flaggers is to be done at an NCDOT approved training agency. For a complete listing of these, see the Work Zone Traffic Control’s webpage, <http://www.ncdot.gov/doh/preconstruct/wztc/>.

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

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

GENERAL REQUIREMENTS

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

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

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

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

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

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

For lane closures, refer to the 2012 *Roadway Standard Drawings* Nos. 1101.02, 1101.11, 1110.02, 1130.01 and details for the Advance Work Zone signing in contract. Use a lane closure when personnel and equipment are working on the shoulder adjacent to an undivided facility and within 5 feet of an open travel lane. Close the nearest open travel lane using the 2012 *Roadway Standard Drawings* No. 1101.02 unless the work area is protected by barrier or guardrail. When personnel and equipment are working on the shoulder, adjacent to a divided facility and within

10 feet of an open travel lane, close the nearest open travel lane using the 2012 *Roadway Standard Drawings* No. 1101.02 unless the work area is protected by barrier or guardrail. When personnel and equipment are working within a lane of travel of an undivided or divided facility, close the lane according to the traffic control plans, 2012 *Roadway Standard Drawings* or as directed by the Engineer. Conduct the work so that all personnel and equipment remain within the closed travel lane. Do not work simultaneously, on both sides of an open travel way, within the same location, on a two-lane, two-way road. Do not perform work involving heavy equipment within 15 feet of the edge of travel way when work is being performed behind a lane closure on the opposite side of the travel way. Perform work only when weather and visibility conditions allow safe operations as directed by the Engineer.

Refer to Attached Details and the *Roadway Standard Drawings* Nos. 1101.02, 1101.03, 1101.04, 1101.05, 1101.11, 1110.01, 1110.02, 1115.01, 1130.01, 1135.01, 1145.01, 1150.01, 1165.01, 1170.01 and 1180.01 when closing a lane of travel in a stationary work zone. Properly ballasted cones may be used instead of drums for lane closures during daylight hours. However, drums are required for the upstream taper portion of lane closures in all applications. The stationary work zone shall be a maximum of 3 miles in length at any given time unless otherwise directed by the Engineer. A pilot vehicle operation may be used in conjunction with flaggers and the appropriate pilot vehicle warning signing as directed by the Engineer. During periods of construction inactivity, return the traffic pattern to the existing alignment and remove or cover any work zone signs. When covering work zone signs use an opaque material that prevents reading of the sign at night by a driver using high beam headlights. Use material which does not damage the sign sheeting. Replace any obliterated markings as required by other sections of the 2012 *Standard Specifications* and the Engineer.

Operate equipment and conduct operations in the same direction as the flow of traffic. Do not cross medians with equipment, except at properly designated interchanges.

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

When pipe repair or replacement is performed on multi-lane facilities in areas needing a full lane closure or as determined by the Engineer, the Contractor shall provide a full lane closure in accordance with the latest edition of the Manual on Uniform Traffic Control Devices, and payment will be made on a separate bid item for full lane closure. Payment under the pay item **“Traffic Control (Full Lane Closure/Each)”** will be full compensation for all costs of furnishing, installing, maintaining, relocating and finally removing any and all signs, barricades, drums, cones, flashing arrow boards, truck mounted attenuators and all other traffic control devices required to safely perform the construction work and protect the public. This item will be applicable for each location when the District Engineer authorizes a full lane closure.

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

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

Payment will be made under:

Pay Item

Traffic Control (Full Lane Closure)

Pay Unit

Each

STANDARD SPECIAL PROVISION
AVAILABILITY OF FUNDS – TERMINATION OF CONTRACTS

(5-20-08)

Z-2

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

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

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

STANDARD SPECIAL PROVISION**ERRATA**

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

Z-4

Revise the 2012 *Standard Specifications* as follows:

Division 2

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

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

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

Division 3

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

Division 4

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

Division 6

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

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

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

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

Division 7

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

Division 8

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

Division 10

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

Division 12

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

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

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

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

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

Division 15

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

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

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

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

Division 17

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

Revise the *2012 Roadway Standard Drawings* as follows:

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

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

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

Z-04a

Within Quarantined Area

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

Originating in a Quarantined County

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

Contact

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

Regulated Articles Include

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

STANDARD SPECIAL PROVISION

MINIMUM WAGES

(7-21-09)

Z-5

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

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

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

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

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

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

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

STANDARD SPECIAL PROVISION**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.

ADDENDUM(S)

ADDENDUM #1

I, _____
(SIGNATURE)

representing _____

Acknowledge receipt of Addendum #1.

ADDENDUM #2

I, _____
(SIGNATURE)

representing _____

Acknowledge receipt of Addendum #2.

ADDENDUM #3

I, _____
(SIGNATURE)

representing _____

Acknowledge receipt of Addendum #3.

LISTING OF MBE & WBE SUBCONTRACTORS

Sheet _____ of _____

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

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

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

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

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

LISTING OF MBE & WBE SUBCONTRACTORS

Sheet _____ of _____

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

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

** Dollar Volume of MBE Subcontractor \$ _____

MBE Percentage of Total Contract Bid Price _____%

** Dollar Volume of WBE Subcontractor \$ _____

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

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

**North Carolina Department of Transportation
SMALL BUSINESS ENTERPRISE CONTRACT BID FORM**

Contract No:

Work Order Number: To Be Determined

Description: 15" to 48" diameter pipe replacements and installations

County: Randolph and Chatham

***NOTE: All pipe culverts shall be furnished by NCDOT and shall be delivered to the job site.**

ITEM	ACTIVITY NO.	SECT	DESCRIPTION	QTY	UNIT	UNIT PRICE	AMOUNT BID
1	SP	SP	RESPONSE FOR PIPE INSTALLATION	10	EA		
2	SP	1105	TRAFFIC CONTROL (FULL LANE CLOSURE)	5	EA		
3	SP	310	18" to 24" RCP CULVERT, CLASS III---0' to 5'	120	LFT		
4	SP	310	18" to 24" RCP CULVERT, CLASS III---5.1' to 10.0'	120	LFT		
5	SP	310	18" to 24" RCP CULVERT, CLASS III---10.1' to 15.0'	60	LFT		
6	SP	310	30" to 36" RCP CULVERT, CLASS III---0' to 5'	120	LFT		
7	SP	310	30" to 36" RCP CULVERT, CLASS III---5.1' to 10.0'	120	LFT		
8	SP	310	30" to 36" RCP CULVERT, CLASS III---10.1' to 15.0'	60	LFT		
9	SP	310	42" to 48" RCP CULVERT, CLASS III---0' to 5.0'	120	LFT		
10	SP	310	42" to 48" RCP CULVERT, CLASS III---5.1' to 10.0'	120	LFT		
11	SP	310	42" to 48" RCP CULVERT, CLASS III---10.1' to 15.0'	60	LFT		
12	SP	310	30" TO 36" CMP CULVERT--0' to 5'	120	LFT		
13	SP	310	42" TO 48" CMP CULVERT--0' to 5'	120	LFT		
14	4101306	310	15" SIDE DRAIN PIPE	350	LFT		
15	SP	840	MASONRY DRAINAGE STRUCTURE W/ GRATE & FRAME 0' TO 5' HEIGHT	6	EA		
16	SP	840	MASONRY DRAINAGE STRUCTURE W/ GRATE & FRAME 5.1' TO 10' HEIGHT	8	LFT		
17	SP	840	PRECAST DRAINAGE STRUCTURE W/ GRATE & FRAME	6	EA		
18	4103205	858	ADJUST CATCH BASIN	6	EA		

ITEM	ACTIVITY NO.	SECT	DESCRIPTION	QTY	UNIT	UNIT PRICE	AMOUNT BID
19	4103210	858	ADJUST DROP INLETS	6	EA		
20	4103215	858	ADJUST MANHOLES	5	EA		
21	4103220	858	ADJUST METER BOXES OR VALVE BOXES	5	EA		
22	4101295	300	FOUNDATION CONDITIONING MATERIAL	220	TON		
23	SP	300	FOUNDATION CONDITIONING GEOTEXTILE	600	SYD		
24	4101095	230	BORROW EXCAVATION	1,000	CYD		
25	4101915	520	AGGREGATE BASE COURSE	225	TON		
26	SP	SP	DIVERSION PUMPING	5	EA		
27	4105925	SP	SPECIAL STILLING BASIN	10	EA		

TOTAL BID FOR PROJECT: _____

CONTRACTOR _____
 ADDRESS _____
 Federal Identification Number _____ Contractors License Number _____
 Authorized Agent _____ Title _____
 Signature _____ Date _____

EXECUTION OF BID

**NON-COLLUSION AFFIDAVIT, DEBARMENT CERTIFICATION AND GIFT BAN
CERTIFICATION**

CORPORATION

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

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

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

SIGNATURE OF CONTRACTOR

_____ Full name of Corporation

_____ Address as Prequalified

Attest _____
Secretary/Assistant Secretary
Select appropriate title

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

_____ Print or type Signer's name

_____ Print or type Signer's name

CORPORATE SEAL

AFFIDAVIT MUST BE NOTARIZED

Subscribed and sworn to before me this the

_____ day of _____ 20__.

NOTARY SEAL

_____ Signature of Notary Public

of _____ County

State of _____

My Commission Expires: _____

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

PARTNERSHIP

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

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

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

SIGNATURE OF CONTRACTOR

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

AFFIDAVIT MUST BE NOTARIZED

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

NOTARY SEAL

Signature of Notary Public

of _____ County

State of _____

My Commission Expires: _____

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

LIMITED LIABILITY COMPANY

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

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

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

SIGNATURE OF CONTRACTOR

Full Name of Firm

Address as Prequalified

Signature of Witness

Signature of Member/Manager/Authorized Agent
Select appropriate title

Print or type Signer's name

Print or type Signer's Name

AFFIDAVIT MUST BE NOTARIZED

Subscribed and sworn to before me this the

NOTARY SEAL

_____ day of _____ 20__.

Signature of Notary Public

of _____ County

State of _____

My Commission Expires: _____

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

JOINT VENTURE (2) or (3)

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

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

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

SIGNATURE OF CONTRACTOR

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

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

If Corporation, affix Corporate Seal and

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

If Corporation, affix Corporate Seal and

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

If Corporation, affix Corporate Seal

NOTARY SEAL
Affidavit must be notarized for Line (2)
Subscribed and sworn to before me this
day of 20
Signature of Notary Public
of County
State of
My Commission Expires:

NOTARY SEAL
Affidavit must be notarized for Line (3)
Subscribed and sworn to before me this
day of 20
Signature of Notary Public
of County
State of
My Commission Expires:

NOTARY SEAL
Affidavit must be notarized for Line (4)
Subscribed and sworn to before me this
day of 20
Signature of Notary Public
of County
State of
My Commission Expires:

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

INDIVIDUAL DOING BUSINESS UNDER A FIRM NAME

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

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

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

SIGNATURE OF CONTRACTOR

Name of Contractor

_____ Individual name

Trading and doing business as

_____ Full name of Firm

Signature of Witness

Signature of Contractor, Individually

Print or type Signer's name

Print or type Signer's name

AFFIDAVIT MUST BE NOTARIZED

Subscribed and sworn to before me this the

NOTARY SEAL

_____ day of _____ 20__.

Signature of Notary Public

of _____ County

State of _____

My Commission Expires: _____

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

INDIVIDUAL DOING BUSINESS IN HIS OWN NAME

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

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

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

SIGNATURE OF CONTRACTOR

Name of Contractor _____
Print or type Individual name

Address as Prequalified

Signature of Contractor, Individually

Print or type Signer's Name

Signature of Witness

Print or type Signer's name

AFFIDAVIT MUST BE NOTARIZED

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

NOTARY SEAL

Signature of Notary Public

of _____ County

State of _____

My Commission Expires: _____

DEBARMENT CERTIFICATION

Conditions for certification:

1. The prequalified bidder shall provide immediate written notice to the Department if at any time the bidder learns that his certification was erroneous when he submitted his debarment certification or explanation filed with the Department, or has become erroneous because of changed circumstances.
2. The terms *covered transaction*, *debarred*, *suspended*, *ineligible*, *lower tier covered transaction*, *participant*, *person*, *primary covered transaction*, *principal*, *proposal*, and *voluntarily excluded*, as used in this provision, have the meanings set out in the Definitions and Coverage sections of the rules implementing Executive Order 12549. A copy of the Federal Rules requiring this certification and detailing the definitions and coverages may be obtained from the Contract Officer of the Department.
3. The prequalified bidder agrees by submitting this form, that he will not knowingly enter into any lower tier covered transaction with a person who is debarred, suspended, declared ineligible, or voluntarily excluded from participation in NCDOT contracts, unless authorized by the Department.
4. For Federal Aid projects, the prequalified bidder further agrees that by submitting this form he will include the Federal-Aid Provision titled *Required Contract Provisions Federal-Aid Construction Contract (Form FHWA PR 1273)* provided by the Department, without subsequent modification, in all lower tier covered transactions.
5. The prequalified bidder may rely upon a certification of a participant in a lower tier covered transaction that he is not debarred, suspended, ineligible, or voluntarily excluded from the covered transaction, unless he knows that the certification is erroneous. The bidder may decide the method and frequency by which he will determine the eligibility of his subcontractors.
6. Nothing contained in the foregoing shall be construed to require establishment of a system of records in order to render in good faith the certification required by this provision. The knowledge and information of a participant is not required to exceed that which is normally possessed by a prudent person in the ordinary course of business dealings.
7. Except as authorized in paragraph 6 herein, the Department may terminate any contract if the bidder knowingly enters into a lower tier covered transaction with a person who is suspended, debarred, ineligible, or voluntarily excluded from participation in this transaction, in addition to other remedies available by the Federal Government.

DEBARMENT CERTIFICATION

The prequalified bidder certifies to the best of his knowledge and belief, that he and his principals:

- a. Are not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from covered transactions by any Federal department or agency;
- b. Have not within a three-year period preceding this proposal been convicted of or had a civil judgment rendered against them for commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (Federal, State or local) transaction or contract under a public transaction; violation of Federal or State antitrust statutes or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records; making false statements; or receiving stolen property;
- c. Are not presently indicted for or otherwise criminally or civilly charged by a governmental entity (Federal, State or local) with commission of any of the offenses enumerated in paragraph b. of this certification; and
- d. Have not within a three-year period preceding this proposal had one or more public transactions (Federal, State or local) terminated for cause or default.
- e. Will submit a revised Debarment Certification immediately if his status changes and will show in his bid proposal an explanation for the change in status.

If the prequalified bidder cannot certify that he is not debarred, he shall provide an explanation with this submittal. An explanation will not necessarily result in denial of participation in a contract.

Failure to submit a non-collusion affidavit and debarment certification will result in the prequalified bidder's bid being considered non-responsive.

Check here if an explanation is attached to this certification.

ACCEPTED BY THE NORTH CAROLINA
DEPARTMENT OF TRANSPORTATION

Division Contract Officer

Date