

STATE OF NORTH CAROLINA  
**DEPARTMENT OF TRANSPORTATION**



DIVISION 14

DISTRICT 1

# **CONTRACT PROPOSAL**

**CONTRACT:** DN00092  
**TIP Number:** N/A  
**FEDERAL:** N/A  
**WBS Element:** 14.207511  
**LOCATION:** MAP # 1: SR 1142 HOLBERT'S COVE  
MAP #2: SR 1136 SKYUKA MOUNTAIN ROAD  
**COUNTY:** POLK  
**DESCRIPTION:** SOIL NAIL RETAINING WALL  
**BID OPENING:** MAY 22, 2012

**NOTICE:**

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

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NAME OF BIDDER

N.C. CONTRACTOR'S LICENSE NUMBER

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ADDRESS OF BIDDER

**RETURN BIDS TO:**

**NORTH CAROLINA DEPARTMENT OF TRANSPORTATION  
DIVISION OF HIGHWAYS, DIVISION 14  
ATTN: WANDA H. AUSTIN, PE  
253 WEBSTER ROAD  
SYLVA, NC 28779**

**PROPOSAL FOR THE CONSTRUCTION OF  
CONTRACT No. DN00092 IN POLK COUNTY, NORTH CAROLINA**

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

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

The Bidder has carefully examined the location of the proposed work to be known as Contract No. DN00092; has carefully examined the plans and specifications, which are acknowledged to be part of the proposal, the special provisions, the proposal, the form of contract; and thoroughly understands the stipulations, requirements and provisions. The undersigned Bidder further agrees to provide all necessary machinery, tools, labor, and other means of construction; and to do all the work and to furnish all materials, except as otherwise noted, necessary to perform and complete the said contract in accordance with *the 2012 Standard Specifications for Roads and Structures* by the date(s) specified in the Project Special Provisions and in accordance with the requirements of the Engineer, and at the unit or lump sum prices, as the case may be, for the various items given on the sheets contained herein.

The Bidder shall provide and furnish all the materials, machinery, implements, appliances and tools, and perform the work and required labor to construct and complete State Highway Contract No. DN00092 in Polk County, for the unit or lump sum prices, as the case may be, bid by the Bidder in his bid and according to the proposal, plans, and specifications prepared by said Department, which proposal, plans, and specifications show the details covering this project, and hereby become a part of this contract.

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

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

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

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

A bid bond, performance or payment bond are not required.



A circular professional seal for Wanda H. Austin, a Professional Engineer in North Carolina. The seal contains the text "NORTH CAROLINA PROFESSIONAL ENGINEER SEAL 025536". A handwritten signature "Wanda H. Austin" is written across the seal, and the date "4.24.12" is written below it.

*Division 14 Proposals Engineer*

## **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, except that bids may be prepared by electronic means as described elsewhere in the proposal. 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 bound proposal shall be used and shall not be altered in any manner. **DO NOT SEPARATE THE BID SHEET FROM THE BOUND 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. **\*\*\*Unit Prices shall be rounded off by the bidder to contain no more than FOUR decimal places.\*\*\***
4. An amount bid shall be entered on the bid sheet for every item. The amount bid for each item shall be determined by multiplying each unit bid by the quantity for that item, and shall be written in figures in the "Amount Bid" column of the sheet.
5. The total amount bid shall be written in figures in the proper place on the bid sheet. The total amount shall be determined by adding the amounts bid for each item.
6. Changes in any entry shall be made by marking through the entry in ink and making the correct entry adjacent thereto in ink. A representative of the Bidder shall initial the change in ink.
7. The bid shall be properly executed. All bids shall show the following information:
  - a. Name of individual, firm, corporation, partnership, or joint venture submitting bid.
  - b. Name 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 attached or inserted and the electronic media containing the Expedite file shall be placed in a sealed envelope and be delivered to and received in the Division Engineer's Office at 253 Webster Road, Sylva, NC 28779 by 2:00 PM on Tuesday, May 22, 2012.**
12. The sealed bid must display the following statement on the front of the sealed envelope:  
**QUOTATION FOR DN00092: Soli Nail Retaining Wall in Polk County to be opened at 2:00 PM on Tuesday, May 22, 2011.**
13. If delivered by mail, the sealed envelope shall be placed in another sealed envelope and the outer envelope shall be addressed as follows:

**North Carolina Department of Transportation  
Division of Highways, Division 14  
Attn: Mrs. Wanda H. Austin, P.E.  
253 Webster Road  
Sylva, NC 28779**

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**PROJECT SPECIAL PROVISIONS**

**GENERAL**

**COMPUTER BID PREPARATION: (OPTIONAL)**

The bidder may elect to prepare his bid and MBE/WBE or DBE participation electronically by means of a personal computer. For electronic bid preparation the Contractor shall download the Expedite program from the NCDOT "Project Letting" website. Then download the appropriate .ebs electronic file of line items and quantities unique to each project from the Division Office's website.

The only entries into the program which will be permitted by the Bidder are the appropriate unit or lump sum prices for those items which must be bid in order to provide a complete bid for the project, and any MBE/WBE or DBE participation in the appropriate section of the Expedite program. When these entries have been made, the program will automatically prepare a complete set of itemized proposal sheets which will include the amount bid for the various items and the total amount bid for the project in addition to the unit or lump sum prices bid. The computer generated itemized proposal sheets shall be printed and signed by a duly authorized representative in accordance with Article 102-8(A)(8). This set of itemized proposal sheets, when submitted together with the appropriate proposal, will constitute the bid and shall be delivered to the appropriate Division Office or location specified in the INSTRUCTIONS TO BIDDERS. If the Bidder submits his bid on computer generated itemized proposal sheets, bid prices shall not be written on the itemized proposal sheets bound in the proposal. The computer generated itemized proposal sheets (.ebs bid file) shall also be copied to a compact disk (CD) furnished by the Contractor and shall be submitted to the Department with the bid.

In the case of a discrepancy between the unit or lump sum prices submitted on the itemized proposal sheets and those contained on the CD furnished by the Contractor, the unit or lump sum prices submitted on the printed and signed itemized proposal sheets shall prevail.

The requirements of the INSTRUCTIONS TO BIDDERS will apply to the preparation of bids except that a bid may be submitted on computer generated itemized proposal sheets in which case the entries on the itemized proposal sheets will not be required to be in ink. Changes to any entry on the computer generated itemized proposal sheets shall be made in accordance with requirement Number (6) of the INSTRUCTIONS TO BIDDERS. When the computer generated itemized proposal sheets are not signed and received with the proposal, the bid will be considered irregular.

**CONTRACT TIME AND LIQUIDATED DAMAGES:**

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

108

SP1 G10 A

The date of availability for this contract is **June 18, 2012**.

The completion date for this contract is **August 20, 2012**.

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

The liquidated damages for this contract are **Two Hundred Fifty Dollars (\$250.00)** per calendar day.

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

(2-20-07)

108

SP1 G14 B

The Contractor shall not narrow or close a lane of traffic on **SR 1142 or SR 1136**, detain and /or alter the traffic flow on or during holiday weekends, special events, or any other time when traffic is unusually heavy, including the following schedules:

**HOLIDAY AND HOLIDAY WEEKEND LANE CLOSURE RESTRICTIONS**

1. For **unexpected occurrence** that creates unusually high traffic volumes, as directed by the Engineer.
2. For **Independence Day**, between the hours of **7:00 PM** the day before Independence Day and **7:00 AM** the day after Independence Day.

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

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

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

The liquidated damages are **One Hundred Dollars (\$100.00)** per hour.

**NO MAJOR CONTRACT ITEMS:**

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

104

SP1 G31

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

**NO SPECIALTY ITEMS:**

(7-1-95)

108-6

SP1 G34

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

**SCHEDULE OF ESTIMATED COMPLETION PROGRESS:**

(7-15-08) (Rev. 6-19-12)

108-2

SP1 G58

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

| <b><u>Fiscal Year</u></b> |                     | <b><u>Progress (% of Dollar Value)</u></b> |
|---------------------------|---------------------|--|
| 2013                      | (7/01/12 - 6/30/13) | 30% of Total Amount Bid                    |
| 2014                      | (7/01/13 - 6/30/14) | 70% of Total Amount Bid                    |

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

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

(10-16-07)(Rev. 1-17-12)

102-15(J)

SP1 G67

**Description**

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

**Definitions**

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

*RF-1 MBE/WBE Replacement Request Form* - Form for replacing a committed MBE or WBE.  
[https://apps.dot.state.nc.us/\\_includes/download/external.html?pdf=http%3A//www.ncdot.gov/doh/forms/files/RF-1.pdf](https://apps.dot.state.nc.us/_includes/download/external.html?pdf=http%3A//www.ncdot.gov/doh/forms/files/RF-1.pdf)

*SAF Subcontract Approval Form* - Form required for approval to sublet the contract.  
[http://www.ncdot.org/doh/operations/dp\\_chief\\_eng/constructionunit/saf.xls](http://www.ncdot.org/doh/operations/dp_chief_eng/constructionunit/saf.xls)

*JC-1 Joint Check Notification Form* - Form and procedures for joint check notification. The form acts as a written joint check agreement among the parties providing full and prompt disclosure of the expected use of joint checks.  
[https://apps.dot.state.nc.us/\\_includes/download/external.html?pdf=http%3A//www.ncdot.gov/doh/forms/files/JC-1.pdf](https://apps.dot.state.nc.us/_includes/download/external.html?pdf=http%3A//www.ncdot.gov/doh/forms/files/JC-1.pdf)

*Letter of Intent* - Form signed by the Contractor and the MBE/WBE subcontractor, manufacturer or regular dealer that affirms that a portion of said contract is going to be performed by the signed MBE/WBE for the amount listed at the time of bid.  
<http://www.ncdot.org/doh/preconstruct/ps/contracts/letterofintent.pdf>

*Listing of MBE and WBE Subcontractors Form* - Form for entering MBE/WBE subcontractors on a project that will meet this MBE and WBE goals. This form is for paper bids only.  
<http://www.ncdot.gov/doh/preconstruct/ps/word/MISC3.doc>

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

[http://www.ncdot.gov/business/ocs/goodfaith/excel/Ex\\_Subcontractor\\_Quote\\_Comparison.xls](http://www.ncdot.gov/business/ocs/goodfaith/excel/Ex_Subcontractor_Quote_Comparison.xls)

**MBE and WBE Goal**

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

- (A) Minority Business Enterprises **0 %**
  - (1) *If the MBE goal is more than zero*, the Contractor shall exercise all necessary and reasonable steps to ensure that MBEs participate in at least the percent of the contract as set forth above as the MBE goal.
  - (2) *If the MBE goal is zero*, the Contractor shall make an effort to recruit and use MBEs during the performance of the contract. Any MBE participation obtained shall be reported to the Department.
  
- (B) Women Business Enterprises **0 %**
  - (1) *If the WBE goal is more than zero*, the Contractor shall exercise all necessary and reasonable steps to ensure that WBEs participate in at least the percent of the contract as set forth above as the WBE goal.
  - (2) *If the WBE goal is zero*, the Contractor shall make an effort to recruit and use WBEs during the performance of the contract. Any WBE participation obtained shall be reported to the Department.

**Directory of Transportation Firms (Directory)**

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

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

**Listing of MBE/WBE Subcontractors**

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

**Blank forms will not be deemed to represent zero participation.** Bids submitted that do not have MBE and WBE participation indicated on the appropriate form will not be read publicly during the opening of bids. The Department will not consider these bids for award and the proposal will be rejected.

(A) *If either the MBE or WBE goal is more than zero,*

- (1) Bidders, at the time the bid proposal is submitted, shall submit a listing of MBE/WBE participation, including the names and addresses on *Listing of MBE and WBE Subcontractors* contained elsewhere in the contract documents in order for the bid to be considered responsive. Bidders shall indicate the total dollar value of the MBE and WBE participation for the contract.
- (2) If bidders have no MBE or WBE participation, they shall indicate this on the *Listing of MBE and WBE Subcontractors* by entering the word “None” or the number “0.” This form shall be completed in its entirety.
- (3) The bidder shall be responsible for ensuring that the MBE/WBE is certified at the time of bid by checking the Directory of Transportation Firms. If the firm is not certified at the time of the bid-letting, that MBE’s or WBE’s participation will not count towards achieving the corresponding goal.

(B) *If either the MBE or WBE goal is zero,* bidders, at the time the bid proposal is submitted, shall enter the word “None”; or the number “0”; or if there is participation, add the value on the *Listing of MBE and WBE Subcontractors* contained elsewhere in the contract documents.

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

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

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

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

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

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

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

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

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

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

One complete set and 1 copies of this information shall be received in the office of the Engineer no later than 12:00 noon of the sixth calendar day following opening of bids, unless the sixth day falls on Saturday, Sunday or an official state holiday. In that situation, it is due in the office of the Engineer no later than 12:00 noon on the next official state business day.

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

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

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

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

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

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

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

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

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

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

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

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

#### **(A) Participation**

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

#### **(B) Joint Checks**

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

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

A MBE/WBE may enter into subcontracts. Work that a MBE subcontracts to another MBE firm may be counted toward the MBE contract goal requirement. The same holds for work that a WBE subcontracts to another WBE firm. Work that a MBE subcontracts to a non-MBE firm does not count toward the MBE contract goal requirement. Again, the same holds true for the work that a WBE subcontracts to a non-WBE firm. If a MBE or WBE contractor or subcontractor subcontracts a significantly greater portion of the work of the contract than would

be expected on the basis of standard industry practices, it shall be presumed that the MBE or WBE is not performing a commercially useful function. The MBE/WBE may present evidence to rebut this presumption to the Department. The Department's decision on the rebuttal of this presumption may be subject to review by the Office of Inspector General, NCDOT.

(D) Joint Venture

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

(E) Suppliers

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

(F) Manufacturers and Regular Dealers

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

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

**Commercially Useful Function**

(A) MBE/WBE Utilization

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

with the work it is actually performing and the MBE/WBE credit claimed for its performance of the work, and any other relevant factors.

(B) MBE/WBE Utilization in Trucking

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

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

## **MBE/WBE Replacement**

When a Contractor has relied on a commitment to a MBE or WBE firm (or an approved substitute MBE or WBE firm) to meet all or part of a contract goal requirement, the contractor shall not terminate the MBE/WBE for convenience. This includes, but is not limited to, instances in which the Contractor seeks to perform the work of the terminated subcontractor with another MBE/WBE subcontractor, a non-MBE/WBE subcontractor, or with the Contractor's own forces or those of an affiliate. A MBE/WBE may only be terminated after receiving the Engineer's written approval based upon a finding of good cause for the termination.

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

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

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

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

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

- (1) Copies of written notification to MBEs/WBEs that their interest is solicited in contracting the work defaulted by the previous MBE/WBE or in subcontracting other items of work in the contract.
- (2) Efforts to negotiate with MBEs/WBEs for specific subbids including, at a minimum:
  - (a) The names, addresses, and telephone numbers of MBEs/WBEs who were contacted.
  - (b) A description of the information provided to MBEs/WBEs regarding the plans and specifications for portions of the work to be performed.
- (3) A list of reasons why MBE/WBE quotes were not accepted.
- (4) Efforts made to assist the MBEs/WBEs contacted, if needed, in obtaining bonding or insurance required by the Contractor.

### **(B) Decertification Replacement**

- (1) When a committed MBE/WBE is decertified by the Department after the SAF (*Subcontract Approval Form*) has been received by the Department, the Department will not require the Contractor to solicit replacement MBE/WBE participation equal to the remaining work to be performed by the decertified firm. The participation equal to

the remaining work performed by the decertified firm will count toward the contract goal requirement.

- (2) When a committed MBE/WBE is decertified prior to the Department receiving the SAF (*Subcontract Approval Form*) for the named MBE/WBE firm, the Contractor shall take all necessary and reasonable steps to replace the MBE/WBE subcontractor with another similarly certified MBE/WBE subcontractor to perform at least the same amount of work to meet the MBE/WBE goal requirement. If a MBE/WBE firm is not found to do the same amount of work, a good faith effort must be submitted to NCDOT (see A herein for required documentation).

### **Changes in the Work**

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

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

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

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

### **Reports and Documentation**

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

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

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

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

The Contractor shall provide the Engineer with an accounting of payments made to all MBE and WBE firms, including material suppliers and contractors at all levels (prime, subcontractor, or second tier

subcontractor). This accounting shall be furnished to the Engineer for any given month by the end of the following month. Failure to submit this information accordingly may result in the following action:

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

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

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

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

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

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

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

**Failure to Meet Contract Requirements**

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

**SUBSURFACE INFORMATION:**

(7-1-95)

450

SP1 G112 A

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

**LOCATING EXISTING UNDERGROUND UTILITIES:**

(3-20-12)

105

SP1 G115

Revise the *2012 Standard Specifications* as follows:

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

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

**MAINTENANCE OF THE PROJECT:**

(11-20-07) (Rev. 1-17-12)

104-10

SPI G125

Revise the *2012 Standard Specifications* as follows:

**Page 1-35, Article 104-10 Maintenance of the Project, line 25**, add the following after the first sentence of the first paragraph:

All guardrail/guiderail within the project limits shall be included in this maintenance.

**Page 1-35, Article 104-10 Maintenance of the Project, line 30**, add the following as the last sentence of the first paragraph:

The Contractor shall perform weekly inspections of guardrail and guiderail and shall report damages to the Engineer on the same day of the weekly inspection. *Where damaged guardrail or guiderail is repaired or replaced as a result of maintaining the project in accordance with this article*, such repair or replacement shall be performed within 7 consecutive calendar days of such inspection report.

**Page 1-35, Article 104-10 Maintenance of the Project, lines 42-44**, replace the last sentence of the last paragraph with the following:

The Contractor will not be directly compensated for any maintenance operations necessary, except for maintenance of guardrail/guiderail, as this work will be considered incidental to the work covered by the various contract items. The provisions of Article 104-7, Extra Work, and Article 104-8, Compensation and Record Keeping will apply to authorized maintenance of guardrail/guiderail. Performance of weekly inspections of guardrail/guiderail, and the damage reports required as described above, will be considered to be an incidental part of the work being paid for by the various contract items.

**GIFTS FROM VENDORS AND CONTRACTORS:**

(12-15-09)

107-1

SPI G152

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

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

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

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

**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.

**PROJECT SPECIAL PROVISIONS**

**ROADWAY**

**MATERIALS:**

(2-21-12) (Rev. 6-19-12)

1005, 1081, 1092

SP10 R01

Revise the 2012 Standard Specifications as follows:

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

| <b>TABLE 1005-1<br/>AGGREGATE GRADATION - COARSE AGGREGATE</b> |           |               |           |             |             |             |           |           |            |            |            |                   |  |
|--|-----------|---------------|-----------|-------------|-------------|-------------|-----------|-----------|------------|------------|------------|-------------------|--|
| <b>Percentage of Total by Weight Passing</b>                   |           |               |           |             |             |             |           |           |            |            |            |                   |  |
| <b>Std. Size #</b>   | <b>2"</b> | <b>1 1/2"</b> | <b>1"</b> | <b>3/4"</b> | <b>1/2"</b> | <b>3/8"</b> | <b>#4</b> | <b>#8</b> | <b>#10</b> | <b>#16</b> | <b>#40</b> | <b>#200</b>       | <b>Remarks</b>   |
| 4  | 100       | 90-100        | 20-55     | 0-15        | -           | 0-5         | -         | -         | -          | -          | -          | A                 | Asphalt Plant Mix  |
| 467M   | 100       | 95-100        | -         | 35-70       | -           | 0-30        | 0-5       | -         | -          | -          | -          | A                 | Asphalt Plant Mix  |
| 5  | -         | 100           | 90-100    | 20-55       | 0-10        | 0-5         | -         | -         | -          | -          | -          | A                 | AST, Sediment Control Stone                                |
| 57   | -         | 100           | 95-100    | -           | 25-60       | -           | 0-10      | 0-5       | -          | -          | -          | A                 | AST, Str. Concrete, Shoulder Drain, Sediment Control Stone |
| 57M  | -         | 100           | 95-100    | -           | 25-45       | -           | 0-10      | 0-5       | -          | -          | -          | A                 | AST, Concrete Pavement                                     |
| 6M   | -         | -             | 100       | 100         | 90-100      | 20-55       | 0-20      | 0-8       | -          | -          | -          | A                 | AST  |
| 67   | -         | -             | 100       | 90-100      | -           | 20-55       | 0-10      | 0-5       | -          | -          | -          | A                 | AST, Str. Concrete, Asphalt Plant Mix                      |
| 78M  | -         | -             | -         | 100         | 98-100      | 75-100      | 20-45     | 0-15      | -          | -          | -          | A                 | Asphalt Plant Mix, AST, Str. Conc. Weep Hole Drains        |
| 14M  | -         | -             | -         | -           | -           | 100         | 35-70     | 5-20      | -          | 0-8        | -          | A                 | Asphalt Plant Mix, AST, Weep Hole Drains, Str. Concrete    |
| 9  | -         | -             | -         | -           | -           | 100         | 85-100    | 10-40     | -          | 0-10       | -          | A                 | AST  |
| ABC  | -         | 100           | 75-97     | -           | 55-80       | -           | 35-55     | -         | 25-45      | -          | 14-30      | 4-12 <sup>B</sup> | Aggregate Base Course, Aggregate Stabilization             |
| ABC (M)  | -         | 100           | 75-100    | -           | 45-79       | -           | 20-40     | -         | 0-25       | -          | -          | 0-12 <sup>B</sup> | Maintenance Stabilization                                  |
| Light-weight <sup>C</sup>                                      | -         | -             | -         | -           | 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 10-162, Subarticle 1081-1(A) Classifications, lines 4-7,** delete the second and third sentences of the description for Type 3A.

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

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

| <b>TABLE 1092-3<br/>MINIMUM COEFFICIENT OF RETROREFLECTION FOR NC GRADE A<br/>(Candelas Per Lux Per Square Meter)</b> |                                |              |               |              |            |             |                                 |                           |
|---|--------------------------------|--------------|---------------|--------------|------------|-------------|---------------------------------|---------------------------|
| <b>Observation Angle, degrees</b>   | <b>Entrance Angle, degrees</b> | <b>White</b> | <b>Yellow</b> | <b>Green</b> | <b>Red</b> | <b>Blue</b> | <b>Fluorescent Yellow Green</b> | <b>Fluorescent Yellow</b> |
| 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                           | <b>120</b>   | 60            | 8            | 16         | 3.6         | 64                              | 48                        |
| 1.0   | 30.0                           | 45           | 34            | 4.5          | 9          | 2           | 36                              | 27                        |

**SOIL NAIL RETAINING WALL:**

(5-22-12)

SPI

**Description**

The work under this provision consists of design, plan preparation, and construction of soil nails for slope repairs at two locations directed by the Engineer.

The Contractor, at his option and at the approval of the Engineer, may install soil nails for slope repair by means of launching soil nails or the use of self-drilling soil nails. All work shall be in accordance with this special provision.

No disturbance to the terrain or vegetation adjacent to the repaired slopes will be allowed.

## **Material**

### Soil Nail Launcher

Furnish a launcher capable of launching steel nails up to 1.5 inches in diameter and up to 20 feet or longer in length. Launched soil nails are launched at speeds of over 200 miles per hour, at pressures approaching 2500 psi.

### Launched Soil Nails

Furnish launched soil nails that are either solid or hollow steel bars with a nominal outer diameter up to 1.5 inches and up to 25 feet or longer in length. The minimum hollow steel bars wall thickness is 0.120. Use AASHTO M31, Grade 60 or 75, threaded or un-threaded steel bars without splices or welds. Use only new, straight, undamaged, and galvanized bars. Do not reuse excess cutoffs from previously driven nails.

### Geocomposite Drain, Weepholes and Drainage Pipe

Geocomposite Drain                      Miradrain 6200 or Equal.

Weep Hole                                      ASTM 1785 Schedule 40 PVC, solid and perforated wall.

Drainage Pipe                                  Cell classification 12454-B or 12354-C, wall thickness SDR 35, with solvent weld or elastomeric gasket joints.

Furnish self-drilling soil nails that consist of a hollow, threaded bar with a sacrificial drill bit. Multiple bars may be coupled to produce final length. Bar thread pattern should be continuous and conform to ASTM A 615 (Williams Form Engineering "B7X" or Ischebeck "Titan" bars, or approved equivalent). Bar outer diameters shall be a minimum of 1.5 inches and up to and 3 inches depending on design load.

## **Handling and Storage**

Carefully handle all steel reinforcement items and nail steel and store on supports to prevent contact with the ground. Damage to the nail steel as a result of abrasion, cuts or nicks, welds and weld spatter will be the cause for rejection. Grounding of welding leads to the nail steel will not be allowed. Protect nail steel from dirt, rust, and other deleterious substances at all times. Corrosion or pitting of the nails will be cause for rejection.

Provide drainage geotextile and geocomposite drains in rolls wrapped with a protective covering and stored in a manner which protects the fabric from mud, dust, dirt, debris, and shotcrete rebound. Do not remove protective wrapping until the geotextile or drain strip is installed. Avoid extended exposure to ultra-violet light. Label each roll of geotextile or drain strip in the shipment to identify that production run.

## **Construction**

The Contractor shall submit 5 copies of plans and calculations to the Engineer for review and approval in accordance with Section 105-2 of the *Standard Specifications*. Prepare and seal the plans and calculations using a North Carolina Registered Professional Engineer.

In general, using 20 foot long nails, launched soil nailing is limited to slides where the thickness from the slope surface to the slide plane is no more than about 15 feet. The excavator used with the launcher may have a limit of no more than 35 feet up or down a slope. However, these restrictions do not limit the proposed design.

The application of the launched soil nails for roadway embankment slope repair is limited to 1:1 (H:V) or flatter slopes.

**Personnel:**

The superintendent is required to have a minimum of three years' experience and the soil nail launcher operators and on-site supervisors are required to have a minimum of one year experience installing permanent launched soil nails. Submit a list identifying the superintendent, soil nail launcher operators, and on-site supervisors assigned to the project before starting the work. Summarize each individual's experience sufficiently for the Engineer to evaluate the individual's qualifications. Do not use consultants or manufacturer's representatives to satisfy the requirements of this provision.

All nozzle men are required to have at least one year of continuous experience in similar shotcrete application work and demonstrate ability to satisfactorily place the material in accordance with the recommendations of ACI 506.3R Guide to Certification of Shotcrete Nozzle men. Present evidence of the certification to the requirements of ACI 506.3R of the proposed nozzle men within the last five years.

Do not start work or order materials until the personnel qualifications have been approved by the Engineer. The Engineer may suspend the work if non-approved personnel are substituted for approved personnel. No adjustments in the contract time or costs resulting from the work suspension will be allowed.

**Design Criteria:**

Review all available subsurface information and conduct additional investigations, as needed prior to beginning design.

Design the launched soil nails for slope repair in accordance with the following references.

- Application Guide for Launched Soil Nails, USDA Forest Service, EM 7170-12A, FHWA-FPL-93-003, July 1994
- Project Report for Launched Soil Nails – 1992 Demonstration Project, USDA Forest Service, EM 7170-12B, FHWA-FPL-93-004, July 1994

Shotcrete facing, if proposed, is required to have a minimum of 6 inches in thickness and reinforced with welded wire mesh. Geocomposite drainage mats at minimum 10 foot centers are required if shotcrete facing is proposed.

Prepare plans to include but not limited to the following:

- Elevation views showing all nail locations, existing ground line elevations and stations.
- Plan views
- Typical section views showing shotcrete (if needed), nail locations, nail inclinations and drainage details (if needed), etc.

- Details of drainage mats, if needed.
- Verification test nail locations and required design adhesion values.
- Construction sequence

Construction Submittals:

Provide the following submittals for the Engineer's review and approval. Re-submit all changes or deviations from the reviewed submittals for approval by the Engineer. Wall construction will not be allowed to begin until all submittal requirements are satisfied and found acceptable to the Engineer. No adjustments in contract time will be allowed due to incomplete submittals. Items listed below that have been included on the prepared plans and have been found acceptable need not be resubmitted.

Submit the following to the Engineer for review before initiating the work:

- a. Proposed schedule and detailed launched soil nails for slope repair construction sequences.
- b. Launched soil nail testing methods and equipment including:
  - Details of the jacking frame and appurtenant bracing.
  - Details showing methods of isolating test nails during shotcrete application (i.e., methods to prevent bonding of the launched soil nail bar and the shotcrete).
  - Equipment list.
- c. Provide the identification number and certified calibration records for each load cell, test jack pressure gauge, and jack master pressure gauge to be used. Include the date tested, device identification number, and certified calibration test results for an accuracy of at least two percent of the applied certification loads by a qualified independent testing laboratory within 30 days before the submittal.
- d. Certified mill test results for nail bars together with properly marked samples from each heat specifying the ultimate strength, yield strength, elongation and composition.
- e. Shotcrete Placement (if needed):
  - Written documentation of the nozzlemens qualifications. Resubmit at any subsequent time for new or additional nozzlemen.
  - Proposed methods of shotcrete placement and of controlling and maintaining facing alignment and location and shotcrete thickness.
  - Shotcrete mix design performed by a Certified ACI Level II Technician including:
    - a) Type of Portland cement.
    - b) Aggregate source and gradation.
    - c) Proportions of mix by weight and water-cement ratio.
    - d) Proposed admixtures, manufacturer, dosage, technical literature.
  - Compressive strength test results verifying the 3-day and 28-day compressive strengths.
  - Previous strength test results for the proposed shotcrete mix completed within one year of the start of shotcreting may be submitted for initial verification of the required compressive strengths at start of production work.
- f. Complete engineering data for the drainage geotextile and geocomposite drain strip including a one (1) ft square sample, manufacturers' certificate of compliance, and installation instructions (if used).
- g. Certifications of Compliance for weep hole drainage pipes and curing compounds (if used).

- h. Specification and data for review on equipment proposed for the project including shotcreting and compressed air equipment, proposed access arrangements, and capacities.

#### Launched Soil Nails

Furnish launched soil nails and equipment and incidentals necessary to complete work. Insert launched soil nails with a single stroke at initial velocities in excess of 200 miles per hour.

Install launched soil nails at the locations and to the lengths as shown in the plans or designated by the Engineer. Nails may be added, eliminated, or relocated as determined by the Engineer to accommodate actual field conditions.

Do not leave more than 4 feet of soil nail exposed after driving unless approved by the Engineer. Cut off the exposed portion of installed nails flush with ground level or as directed by the Engineer. Dispose of the cut-off portions of the launch soil nails off the right of way at sites obtained by the Contractor at no additional cost to the Department. Do not reuse remaining lengths from cut nails for launch soil nails.

#### Drainage Network

The drainage network consists of installing prefabricated geocomposite drainage strips and weep hole drain pipes as shown in the plans or as directed by the Engineer. Install all elements of the drainage network before installing shotcret.

#### Geocomposite Drain Strips

Install geocomposite drain strips as shown in the plans. Place drain strips at construction joints such that the joint is aligned as close as practical along the middle of the longitudinal axis of the drain strip.

Secure at least 12 inches wide geocomposite drain strips to the cut face with the geotextile side against the ground before shotcreting. Use at least 8 inches long securing pins with a 1.5 inch diameter head and installed on a minimum grid pattern of 24 inches on center. Use only continuous drain strips. Use splices with a 12 inch minimum overlap such that the flow is not impeded.

When the drain strips cannot be secured tight against the slope face, place polyethylene film over the drain edges to prevent excess shotcrete from entering the sides of the drain. Alternatively, the drains may be installed in 16 inch wide strips and the film omitted.

#### Weep Hole Drainage Pipes

Install weep hole drainage pipes at locations shown in the plans or as directed by the Engineer. Use no more than 10 feet between weep holes. Use pipe lengths of solid PVC pipe installed to direct water from the geocomposite drain strips to the outside of the shotcrete facing. Connect pipes to the drain strips by installing prefabricated drain grates in accordance with the drain strip manufacturer's recommendations. Seal joints between the drain grate, the drain strip and the drainage pipe to prevent shotcrete intrusion. Installation of additional weep holes will be required, for any geocomposite drainage boards that are damaged and may cause interruption in flow as determined by the Engineer. The department for this work or additional materials will make no additional payment.

#### Sampling and Testing

Acceptance of the launch soil nails will be by proof testing and by Manufacturer's and/or Vendor's certification to the Engineer stating the material composition conforms to this provision and visual inspection of the in place nails by the Engineer.

Proof testing of the nails is required. Supply all material, equipment, and labor to perform the tests. The Engineer will collect all required data with the assistance of the Contractor. Do not perform testing on nails within three days of shotcrete application.

Perform proof testing on at least five percent of the production nails in each slope repair site to verify the methods and the design nail capacity. The Engineer will determine the locations and number of these tests.

Materials found not in compliance with the requirements of this Contract may be rejected, removed and replaced at the Vendor's expense, or accepted at a reduction in Contract price determined by the Engineer.

**SELF DRILLING SOIL NAILS FOR SLOPE REPAIR:**

Use drilling rigs capable of drilling through whatever materials are encountered to the dimensions and orientations required for the soil nail wall design. Drill straight and clean holes at locations shown in the accepted submittals. Drill hole locations and inclinations are required to be within 6" (150 mm) and 5 degrees, respectively, of that shown in the accepted submittals unless approved otherwise by the Engineer. Drill all self-drilling nails with continuous grout injection unless approved otherwise by the Engineer.

**Measurement and Payment**

*Soil Nail Retaining Wall* will be measured and paid as the actual number of square feet of slope stabilized with soil nails. Such measurement and payment will be full compensation for but not limited to all design, submittals, revisions, personnel, equipment and material necessary to complete the stabilization.

*Furnish & Install Soil Nails up to 30'* will be measured and paid for as the actual number of soil nails delivered and accepted in place. The Department will not make payment for partial deliveries. Such payment will be full compensation for all labor, materials, equipment, and incidentals to furnish and install soil nails.

Payment will be made under:

| <b>Pay Item</b>                        | <b>Pay Unit</b> |
|--|-----------------|
| Soil Nail Retaining Wall               | Square Foot     |
| Furnish & Install Soil Nails up to 30' | Each            |

**WIRE MESH SURFACE TREATMENT (includes plates):**

**General**

This work shall consist of furnishing and installing high strength single twist wire mesh to prevent shallow plane failures around a soil nail array.

**Material**

Mesh Type: High strength single twist rockfall mesh  
Wire diameter: .118 inches or greater  
Wire Strength: 75 ksi or greater  
Wire Coating: Minimum of 0.8 ounces/square foot (as determined by ASTM A-90) Zinc/Aluminum Alloy (as per ASTM B750-09). Plain hot-dip galvanized is not acceptable.  
Mesh Opening Size: 2.56 inches or smaller (using maximum circle method), area of opening shall not be less than 8.2 square inches  
Plate Material: ASTM A36 Steel or stronger  
Plate Coating: Hot dip galvanized in accordance with ASTM A153/A123  
Plate Thickness: 3/8 or 1/2 inch, depending on design  
Plate dimensions: Square or Diamond Shaped, minimum area 48 square inches

**Construction Method**

The mesh shall be stretched tight across the slope and over the nail tips. Shallow depressions at least 12 inches in diameter shall be dug around the nail tips. Galvanized steel plates shall be installed over the nail tips and post-tensioned to up to 10,000 pounds-force, as specified on the plans. Torque-tension relationships may be used to verify appropriate loading.

**Measurement and Payment**

**No direct payment for this item: Incidental to another item.**

**REINFORCED SHOTCRETE:**

**Materials**

Furnish shotcrete complying with the requirements of ACI 506.2, "Specifications for Materials, Proportioning and Application of Shotcrete", except as otherwise specified. Shotcreting consists applying of one or more layers of concrete conveyed through a hose pneumatically projected at a high velocity against a prepared surface.

Produce shotcrete by either a wet-mix or a dry-mix process. The wet-mix process consists of thoroughly mixing all the ingredients except accelerating admixtures, but including the mixing water, introducing the mixture into the delivery equipment and delivering it, by positive displacement, to the nozzle. Air jet the wet-mix shotcrete from the nozzle at high velocity onto the surface. The dry-mix process consists of producing shotcrete by delivering the dry ingredients conveyed pneumatically with the mixing water introduced at the nozzle. For additional descriptive information, refer to the American Concrete Institute ACI 506R "Guide to Shotcrete."

Use materials for shotcrete conforming to the following requirements:

Cement                           AASHTO M85/ ASTM C150, Type I, II, III or V.

Fine Aggregate               AASHTO M6/ASTM C33 clean, natural.

Coarse Aggregate             AASHTO M80, Class B for quality

Water                            Clean and Potable. AASHTO M157/ASTM C94

**Chemical Admixtures**

Accelerator: Fluid type, applied at nozzle, meeting requirements of AASHTO M194/ASTM C494/ASTM C1141.

Water-reducer and Superplasticizer: AASHTO M194/ASTM C494 Type A, C, D, E, F, or G

Retarders: AASHTO M194/ ASTM C494 Type B or D.

**Mineral Admixtures**

Fly Ash: AASHTO M295/ASTM C618 Type F or C, cement replacement up to 35 percent by weight of cement.

Silica Fume: ASTM C1240, 90 percent minimum silicon dioxide solids content, not to exceed 12 percent by weight of cement.

Welded Wire Fabric           AASHTO M55/ASTM A185 or A497.

Prepackaged Shotcrete   ASTM C928.

Deliver, store, and handle materials to prevent contamination, segregation, corrosion or damage. Store liquid admixtures to prevent evaporation and freezing.

Obtain Engineer's approval for the proposed mix design and method of placement before beginning shotcrete placement.

Use aggregate for shotcrete meeting the strength and durability requirements of AASHTO, as applicable, and the following gradation requirements:

| Sieve Size | Percent Passing by Weight |
|------------|---------------------------|
| 1/2"       | 100                       |
| 3/8"       | 90-100                    |
| No. 4      | 70-85                     |
| No. 8      | 50-70                     |
| No. 16     | 35-55                     |
| No. 30     | 20-35                     |
| No. 50     | 8-20                      |
| No. 100    | 2-10                      |

Proportion the shotcrete to be pumpable with the concrete pump furnished for the work, with a cementing materials content of at least 24.3 pounds per cubic foot and water/cement ratio not greater than 0.50. Do not use admixtures unless approved by the Engineer. Thoroughly mix admixtures into the shotcrete at the rate specified by the manufacturer. Use only accelerators compatible with the cement used, non-corrosive to steel, and not promoting other detrimental effects such as cracking or excessive shrinkage. The maximum allowable chloride ion content of all ingredients is 0.10% when tested to AASHTO T260.

Air entrainment is not required for temporary shotcrete construction facings.

Provide shotcrete with a design compressive strength of 2000 psi in 3 days and 4000 psi in 28 days.

Batch aggregate and cement by weight or by volume in accordance with the requirements of ASTM C94 or AASHTO M241/ASTM C685. Use mixing equipment that thoroughly blends the materials in sufficient quantity to maintain placing continuity. Produce ready mix shotcrete complying with AASHTO M157. Batch, deliver, and place shotcrete within 90 minutes of mixing. The use of retarding admixtures may extend application time beyond 90 minutes if approved by the Engineer.

Premixed and packaged shotcrete mix may be provided for on-site mixing. Use packages containing materials conforming to the Material section of this provision. Placing time limit after mixing is per the manufacturers' recommendations.

Store cement adequately to prevent moisture degradation and partial hydration. Do not use cement that is caked or lumpy.

**Construction Method:**

Construct shotcrete with a thickness of **6 inches** with welded-wire fabric **3 inches** from the surface. Do not begin shotcrete construction or incorporate materials into the work until the submittal requirements are satisfied and accepted by the Engineer. Any changes or deviations from the accepted submittals or re-submittals before proceeding with work are not allowed. No adjustments in contract time will be allowed due to incomplete submittals.

Ensure the minimum thickness of shotcrete using shooting wires, thickness control pins, or other devices acceptable to the Engineer. Install thickness control devices normal to the surface such that they protrude the required shotcrete thickness outside the surface. Ensure that the front face of the shotcrete does not extend beyond the limits established by the Engineer.

Clean the face of the excavation and other proposed shotcrete surfaces of loose materials, mud, rebound, overspray or other foreign matter that could prevent or reduce shotcrete bond. Protect adjacent surfaces from over spray during shooting. Avoid loosening, cracking, or shattering the ground during excavation and cleaning. Remove any surface material that is so loosened or damaged, to a sufficient depth to provide a base that is suitable to receive the shotcrete. Remove material that loosens as the shotcrete is applied. The cost of additional shotcrete is incidental to the work. Divert water flow and remove standing water so that shotcrete placement will not be detrimentally affected by standing water. Do not place shotcrete on frozen surfaces.

Maintain a clean, dry, oil-free supply of compressed air sufficient for maintaining adequate nozzle velocity at all times. Use equipment capable of delivering the premixed material accurately, uniformly, and continuously through the delivery hose. Control shotcrete application thickness, nozzle technique, air pressure, and rate of shotcrete placement to prevent sagging or sloughing of freshly-applied shotcrete.

Begin shotcrete production work only upon initial approval of the design mix and nozzle men's qualifications and continue if the specified strengths are obtained. Suspend the shotcrete work if the test results of the work do not satisfy the strength requirements and change all or some of the following: the mix, the crew, the equipment, or the procedures. Before resuming work, submit additional test panels using the new crew, materials and/or methods that demonstrate to the satisfaction of the Engineer that the shotcrete in the panels satisfies the specified strength requirements. Provide all work required to obtain satisfactory strength tests at no additional cost to the Department.

Apply the shotcrete from the lower part of the area upward to prevent accumulation of rebound. Orient nozzle at a distance and approximately perpendicular to the working face so that rebound will be minimal and compaction will be maximized. Pay special attention to encapsulating reinforcement. Do not work rebound back into the construction. Where shotcrete is used to complete the zone of the nail near the face, position the nozzle to completely fill any voids.

A clearly defined pattern of continuous horizontal or vertical ridges or depressions at the reinforcing elements after they are covered with shotcrete will be considered an indication of insufficient reinforcement cover or poor nozzle techniques. In this case immediately suspend the application of shotcrete and implement corrective measures before resuming the shotcrete operations. Correct the shotcreting procedure by adjusting the nozzle distance and orientation, by insuring adequate cover over the reinforcement, by adjusting the water content of the shotcrete mix or other means. Adjustment in water content of wet-mix will require additional submittal and review of the shotcrete mix.

Repair shotcrete surface defects as soon as possible after placement. Remove and replace shotcrete that exhibits segregation, honeycombing, lamination, voids, or sand pockets. In-place shotcrete not meeting the specified strength requirement will be subject to remediation. Possible remediation options include placement of additional shotcrete thickness or removal and replacement, at no additional cost to the Department.

Taper construction joints uniformly toward the excavation face over a minimum distance equal to the thickness of the shotcrete layer. Provide a minimum reinforcement overlap at reinforcement splice joints as shown in the Construction Plans. Clean and wet the surface of a joint before adjacent shotcrete is applied. Where shotcrete is used to complete the top ungrouted zone of the nail drill hole near the face, to the maximum extent practical, clean and dampen the upper grout surface to receive shotcrete, similar to a construction joint.

Use either an undisturbed gun finish as applied from the nozzle or a rough screeded finish. Remove shotcrete extending into the CIP finish face section beyond the tolerances specified herein.

Do not place shotcrete if the ambient air or ground temperature is below 40° F. Maintain cold weather protection if the temperature after place is below 40° F until the in-place compressive strength of the shotcrete is greater than 725 psi. Cold weather protection includes blankets, heating under tents, or other means acceptable to the Engineer. Deposit the shotcrete mix at a temperature of not less than 50° F or more than 100° F.

Suspend shotcrete application during high winds and heavy rains unless suitable protective covers, enclosures or wind breaks are installed. Remove and replace newly placed shotcrete exposed to rain that washes out cement or otherwise makes the shotcrete unacceptable. Provide a polyethylene film or equivalent to protect the work from exposure to adverse weather.

Meeting all federal, state, and local safety code requirements is mandatory.

**Sampling and Testing:**

Acceptance of shotcrete will be by visual inspection by the Engineer of the work, preconstruction test panels (for nozzle men without previous ACI certification), and production test panels from the wall facing. Perform shotcreting of test panels using qualified personnel in the presence of the Engineer. Furnish at least one production test panel during the first production application of shotcrete. Construct the production test panels simultaneously with the shotcrete facing installation at times designated by the Engineer. Make production test panels with minimum dimensions of 18"x18" square and at least 4" thick.

Materials found not in compliance with the requirements of this Contract may be rejected, removed and replaced at the Vendor's expense, or accepted at a reduction in Contract price determined by the Engineer.

**Measurement and Payment**

**No direct pay for this item: Incidental to another pay item**

**TRAFFIC CONTROL**

All traffic control will be provided by the Department. The contractor should give the Department 48 hours' notice before mobilization.

**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. 5-15-12)

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 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 10**

**Page 10-74, Table 1056-1 Geotextile Requirements**, replace “50%” for the UV Stability (Retained Strength) of Type 5 geotextiles with “70%”.

**Division 12**

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

**Division 15**

**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)

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.com/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. 7-21-09)

Z-10

**Description**

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

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

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

**Minorities and Women**

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

**Assigning Training Goals**

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

**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.

## **Contract Line Items and Signature Sheets**

County : Polk

| Line #                             | Item Number  | Sec # | Description   | Quantity | Unit Cost | Amount |
|------------------------------------|--------------|-------|---|----------|-----------|--------|
| <b>ROADWAY ITEMS</b>               |              |       |   |          |           |        |
| 0001                               | 0000100000-N | 800   | MOBILIZATION  | Lump Sum | L.S.      |        |
| 0002                               | 8802010000-E | SP    | SOIL NAIL RETAINING WALLS                                 | 1,300    | SF        |        |
| 0003                               | 8834000000-N | SP    | GENERIC RETAINING WALL ITEM<br>F & I SOIL NAILS UP TO 30" | 10       | EA        |        |
| 1448/Apr24/Q1311.0/D17636110000/E3 |              |       | <b>Total Amount Of Bid For Entire Project :</b>           |          |           |        |

DN00092

POLK

CONTRACTOR \_\_\_\_\_ FEDERAL ID: \_\_\_\_\_

ADDRESS \_\_\_\_\_

PHONE \_\_\_\_\_

AUTHORIZED AGENT \_\_\_\_\_ TITLE \_\_\_\_\_

SIGNATURE \_\_\_\_\_ DATE \_\_\_\_\_

WITNESS \_\_\_\_\_ TITLE \_\_\_\_\_

SIGNATURE \_\_\_\_\_ DATE \_\_\_\_\_



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

**CORPORATION**

The Contractor being duly sworn, solemnly swears (or affirms) that neither he, nor any official, agent or employee 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 this Contract, that the Contractor has not been convicted of violating *N.C.G.S. § 133-24* within the last three years, and that the Contractor intends to do the work with its own bonafide employees or subcontractors and did not bid for the benefit of another contractor.

By submitting this Execution of Contract, Non-Collusion Affidavit and Debarment Certification, the Contractor is certifying his 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 CONTRACT  
NON-COLLUSION AFFIDAVIT, DEBARMENT CERTIFICATION AND GIFT BAN CERTIFICATION**

**PARTNERSHIP**

The Contractor being duly sworn, solemnly swears (or affirms) that neither he, nor any official, agent or employee 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 this Contract, that the Contractor has not been convicted of violating *N.C.G.S. § 133-24* within the last three years, and that the Contractor intends to do the work with its own bonafide employees or subcontractors and did not bid for the benefit of another contractor.

By submitting this Execution of Contract, Non-Collusion Affidavit and Debarment Certification, the Contractor is certifying his 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 Partnership

\_\_\_\_\_ Address as Prequalified

\_\_\_\_\_ By \_\_\_\_\_  
Signature of Witness Signature of Partner

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

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

**AFFIDAVIT MUST BE NOTARIZED**

Subscribed and sworn to before me this the

**NOTARY SEAL**

\_\_\_\_\_ day of \_\_\_\_\_ 20\_\_.

\_\_\_\_\_ Signature of Notary Public

of \_\_\_\_\_ County

State of \_\_\_\_\_

My Commission Expires: \_\_\_\_\_



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

**LIMITED LIABILITY COMPANY**

The Contractor being duly sworn, solemnly swears (or affirms) that neither he, nor any official, agent or employee 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 this Contract, that the Contractor has not been convicted of violating *N.C.G.S. § 133-24* within the last three years, and that the Contractor intends to do the work with its own bonafide employees or subcontractors and did not bid for the benefit of another contractor.

By submitting this Execution of Contract, Non-Collusion Affidavit and Debarment Certification, the Contractor is certifying his 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 \_\_\_\_\_ day of \_\_\_\_\_ 20\_\_.

**NOTARY SEAL**

\_\_\_\_\_ Signature of Notary Public

of \_\_\_\_\_ County

State of \_\_\_\_\_

My Commission Expires: \_\_\_\_\_







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

**INDIVIDUAL DOING BUSINESS UNDER A FIRM NAME**

The Contractor being duly sworn, solemnly swears (or affirms) that neither he, nor any official, agent or employee 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 this Contract, that the Contractor has not been convicted of violating *N.C.G.S. § 133-24* within the last three years, and that the Contractor intends to do the work with its own bonafide employees or subcontractors and did not bid for the benefit of another contractor.

By submitting this Execution of Contract, Non-Collusion Affidavit and Debarment Certification, the Contractor is certifying his 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

\_\_\_\_\_ Address as Prequalified

\_\_\_\_\_ 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 CONTRACT  
NON-COLLUSION AFFIDAVIT, DEBARMENT CERTIFICATION AND GIFT BAN CERTIFICATION**

**INDIVIDUAL DOING BUSINESS IN HIS OWN NAME**

The Contractor being duly sworn, solemnly swears (or affirms) that neither he, nor any official, agent or employee 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 this Contract, that the Contractor has not been convicted of violating *N.C.G.S. § 133-24* within the last three years, and that the Contractor intends to do the work with its own bonafide employees or subcontractors and did not bid for the benefit of another contractor.

By submitting this Execution of Contract, Non-Collusion Affidavit and Debarment Certification, the Contractor is certifying his 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.





**Execution of Contract**

**Contract No: DN00092**

**County: POLK**

ACCEPTED BY THE **DEPARTMENT**

\_\_\_\_\_  
**Proposals Engineer**

\_\_\_\_\_  
Date

EXECUTION OF CONTRACT AND BONDS  
APPROVED AS TO FORM:

\_\_\_\_\_  
**Division Engineer**

\_\_\_\_\_  
Date

Signature Sheet (Bid) - ACCEPTANCE SHEET